



THE KENYA GAZETTE

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SPECIAL NOTICE

ATTENTION is drawn to the notice concerning submission of Gazette copy which appears on the last page of this issue.

Nairobi,
22nd February 1966.

J. MAC MILLAN,
Government Printer.

CORRIGENDUM

With reference to Gazette Notice No. 433 of 1st February 1966, insert immediately after "male" the following:—

"and each adult female having independent means".

GAZETTE NOTICE No. 610

THE PUBLIC SERVICE COMMISSION OF KENYA

APPOINTMENTS

RONALD WILLIAM MIDCALF to act as Principal Local Government Financial Officer, Ministry of Local Government, with effect from 9th September 1965.

FESTO OMUSA SAKWA to act as Deputy Director of Veterinary Services, with effect from 24th September 1965.

IAN GILBERT GIBSON to act as Assistant Director of Veterinary Services, with effect from 10th November 1965.

DAVID SAMUEL MWANGI to be District Officer, Meru District, Eastern Province, with effect from 13th January 1966.

JAMES GODWIN NDERITU MAHINDA to be District Commissioner, Tana River District, Coast Province, with effect from 15th January 1966.

MUSA MACKENZIE LUSIOLA to be District Commissioner, Busia District, Western Province, with effect from 25th January 1966.

BERNARD PHILEMON OBUYA DEYA to be District Officer, Central Nyanza District, Nyanza Province, with effect from 31st January 1966.

HARUN MEITAMEI LEMPAKA to be District Officer, Kakamega District, Western Province, with effect from 1st February 1966.

PROMOTION

JOHN MURENGA to be Under Secretary, Ministry of Agriculture and Animal Husbandry, with effect from 1st November 1964.

REVERSION

ARTHUR COLE LOGGIN ceased to act as Chief Executive Officer/Secretary, Central Land Board, Ministry of Lands and Settlement, with effect from 10th November 1965.

By Order of the Commission.

J. W. MUREITHI,
Secretary.

GAZETTE NOTICE No. 611

THE AGRICULTURAL CREDIT ACT

(Cap. 323)

APPOINTMENT OF MEMBER OF THE BOARD OF THE LAND AND AGRICULTURAL BANK

IT IS hereby notified for general information that pursuant to section 20 of the Agricultural Credit Act, the Minister for Agriculture and Animal Husbandry, after consultation with the Minister for Finance, hereby appoints—

N. S. KUNGU

to be a member of the Board of the Land and Agricultural Bank, with effect from 30th November 1965.

Dated this 3rd day of February 1966.

BRUCE MCKENZIE,
*Minister for Agriculture and
Animal Husbandry.*

GAZETTE NOTICE No. 612

(CAB/2/IV)

THE AGRICULTURE ACT

(Cap. 318)

APPOINTMENT

IN EXERCISE of the powers conferred by section 35 (1) (h) of the Agriculture Act, the Minister for Agriculture and Animal Husbandry hereby appoints—

LAWRENCE ISIGI

to be a member of the Central Agricultural Board.

Dated this 11th day of February 1966.

BRUCE MCKENZIE,
*Minister for Agriculture and
Animal Husbandry.*

GAZETTE NOTICE No. 613

(CAB. 16/11/121/49)

THE AGRICULTURE ACT

(Cap. 318)

MANAGEMENT ORDER

(Section 187 (1))

WHEREAS I am satisfied, and do hereby certify, that—

Farm L.R. No. 5004/76 (4,062 acres) owned by J. T. Oberholzer, Esq., and situated in the Gazi area of the Kwale District,

(hereinafter referred to as the holding) is being managed or supervised so inadequately that it is necessary for preventing or delaying the deterioration of the holding to make and serve this Order:

Now, therefore, in exercise of the powers conferred by section 187 of the Agriculture Act, and after consultation with the Coast Provincial Agricultural Board, I hereby order and direct that as from 23rd November 1965, the holding shall, subject to the provisions of section 187 of the Act, be occupied and managed by the Minister for Agriculture and Animal Husbandry to the exclusion of the owner.

Dated this 23rd day of November 1965.

BRUCE MCKENZIE,
*Minister for Agriculture and
Animal Husbandry.*

GAZETTE NOTICE No. 614

(CAB. 16/11/207)

THE AGRICULTURE ACT

(Cap. 318)

UNDER ORDER

(Section 187 (4))

Gazette Notices No. 4146 and 4147 of 20th November 1965.

WHEREAS I am satisfied, and do certify that Mr. Douglas Maxwell, registered owner of L.R. No. 2263 of 1,056 acres, being situated in Nyeri area under the jurisdiction of the Nyeri District Agricultural Committee, has not been able to satisfy me that he is able to develop the said L.R. No. 2263 and on the recommendation of the Central Agricultural Board, under the powers conferred upon me by section 187 (4) of the Agriculture Act, I do hereby direct that it be leased.

Dated this 11th day of February 1966.

BRUCE MCKENZIE,
*Minister for Agriculture and
Animal Husbandry.*

GAZETTE NOTICE No. 615

(CAB. 16/11/161)

THE AGRICULTURE ACT

(Cap. 318)

SALE OF FARM

(Section 187 (4))

Gazette Notice No. 4651 of 21st December 1965.

WHEREAS I am satisfied, and do certify that Mr. A. P. Manning and Mrs. C. I. Manning, registered owners of L.R. No. 7460, of 20.1 acres, being situated in Chapore Road, Limuru area of Kiambu District, under the jurisdiction of the Central Provincial Agricultural Board, have not been able to satisfy me that they are able to develop the said L.R. No. 7460, and on the recommendation of the Central Agricultural Board, under the powers conferred upon me by section 187 (4) of the Agriculture Act, I do hereby direct that the holding be sold.

Dated this 31st day of January 1966.

BRUCE MCKENZIE,
*Minister for Agriculture and
Animal Husbandry.*

GAZETTE NOTICE No. 616

THE MEDICAL PRACTITIONERS AND DENTISTS RULES

(Cap. 253, Sub. Leg.)

NOTICE OF ELECTION

IN EXERCISE of the powers conferred by rule 3 (1) of the Medical Practitioners and Dentists Rules, the Minister for Health hereby declared that an election to the Board of three medical practitioners under section 12 (1) (d) of the Act shall be held on 15th April 1966*.

Dated this 11th day of February 1966.

J. D. OTIENDE,
Minister for Health.

*G.N. 4165/1965 is hereby cancelled.

GAZETTE NOTICE No. 617

(DAC/2/II)

THE KENYA (AMENDMENT OF LAWS)
(AGRICULTURE) REGULATIONS, 1963
(L.N. 352 of 1963)

APPOINTMENT OF MEMBERS OF THE NAIROBI AREA
AGRICULTURAL COMMITTEE

IN EXERCISE of the powers conferred by regulation 11 of the Kenya (Amendment of Laws) (Agriculture) Regulations, 1963, the Minister for Agriculture and Animal Husbandry hereby:—

- (a) establishes the Nairobi Area Agricultural Committee; and
(b) appoints for a period of one year—

The District Commissioner,
The District Agricultural Officer,
The District Veterinary Officer,
The District Forest Officer,
The District Co-operative Officer,
John Kinuthia,
William John Dorrell,
James Ngaruiya Mucene,
Peter Muigai Kenyatta,
Tunis Ali,
Arthur Gatung'u Gathuna,

as members of the said Committee.

Dated this 18th day of February 1966.

BRUCE MCKENZIE,
*Minister for Agriculture and
Animal Husbandry.*

GAZETTE NOTICE No. 618

THE KENYA TOURIST DEVELOPMENT CORPORATION
ACT, 1965
(No. 25 of 1965)

IN EXERCISE of the powers conferred by section 5 (1) of the Kenya Tourist Development Corporation Act, 1965, the Minister for Natural Resources and Tourism hereby appoints—

The Hon. Justice ole Tipis (*Chairman*); and
Ondiek Chilo,
The Hon. Reginald Stanmeys Alexander,
Elithelet Kirera Mbogori,
Michael Weldon Dunford,
The Hon. Godfrey Githai Karioki,
Edward Jackson Hollister,
Senator Henry Joshua Malingi,
Senator Alfred Richard Salwa,
Parlad Kalyangi Jani,

to be members of the Kenya Tourist Development Corporation.

Dated this 16th day of February 1966.

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

GAZETTE NOTICE No. 619

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)

APPOINTMENT TO THE BOARD

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

Arthur Wanyoike (*Chairman*)
Jackson Kamau
Hon. J. Gatuguta, M.P.
Isaac Kuria

to be members of the Kiambu Trade Development Joint Board.

Dated this 15th day of February 1966.

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

*L.N. 221/65.

GAZETTE NOTICE No. 620

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

THE LOCAL GOVERNMENT (MERU TRADE
DEVELOPMENT JOINT BOARD) ORDER, 1966
(L.N. 40 of 1966)

APPOINTMENT TO THE BOARD

IN EXERCISE of the powers conferred by paragraph 3 of the Local Government (Meru Trade Development Joint Board) Order, 1966, upon the Minister for Local Government and in pursuance of a direction* given under section 38 (1) of the Interpretation and General Provisions Act, the Permanent Secretary for Commerce and Industry hereby appoints—

Hon. J. Njeru (*Chairman*)
J. Kiamba
E. Mbaabu
J. Kanyamu

to be members of the Meru Trade Development Joint Board.

Dated this 15th day of February 1966.

K. S. N. MATIBA,
*Permanent Secretary,
Ministry of Commerce, Industry and
Co-operative Development.*
*L.N. 221/65.

GAZETTE NOTICE No. 621

THE TROUT ACT
(Cap. 380)

APPOINTMENTS

IN EXERCISE of the powers conferred by section 8 of the Trout Act, the Chief Fisheries Officer hereby appoints—

Major E. V. Hart,
T. J. Barnley, Esq.,
A. S. Brown, Esq.,
William Rose-Smith, Esq.,
K. V. Oulton, Esq.,
W. L. K. Morson, Esq.,
J. A. Bockett, Esq.,
F. L. Guilbride, Esq.,
J. Block, Esq.,
J. H. Walker, Esq.,
P. R. A. Davey, Esq.,
C. Tomkinson, Esq.,
W. L. Harragin, Esq.,
S. D. Whetham, Esq.,
R. G. Keats, Esq.,
D. N. Platt, Esq.,
R. D. England, Esq.,
T. G. Gregory, Esq.,
H. A. Powell, Esq.,
P. M. McGrigor, Esq.,
A. N. Francombe, Esq.,

to be Honorary Fish Wardens for the period of five years from the date hereof.

Nairobi,
11th February 1966.

C. E. P. WATSON,
Chief Fisheries Officer.

GAZETTE NOTICE No. 622

THE CONSTITUTION OF KENYA

APPOINTMENTS OF AFRICAN COURTS PRESIDENTS AND MEMBERS
TO AFRICAN COURTS

IN EXERCISE of the powers conferred by section 185 (1) of the Constitution of Kenya and delegated by the Judicial Service Commission by direction in writing under section 185 (2) of the Constitution of Kenya, the Chairman of the said Commission hereby makes the following appointments:—

David Nyaga to the office of President of the Mbere African Court on transfer from the Runyenje African Court.
Isaac Ithagu to the office of Member of the Mbere African Court on transfer from the Embu African Court.
Jasper Mbaka to the office of President of the Runyenje African Court on transfer from the Maua African Court.
Erasmus Mugo to the office of Member of the Runyenje African Court on transfer from the Embu African Court.
Eston Mate to the office of Member of the Embu African Court on transfer from the Mbere African Court.
Mathew Njagi to the office of Member of the Kinoru African Court on transfer from the Runyenje African Court.

Dated this 7th day of February 1966.

By Order of the Chairman of the Judicial Service Commission.

C. DUNCAN,
*Secretary,
Judicial Service Commission.*

GAZETTE NOTICE No. 623

THE CONSTITUTION OF KENYA

APPOINTMENT OF PRESIDENT OF AN AFRICAN COURT

IN EXERCISE of the powers conferred by section 185 (1) of the Constitution of Kenya and delegated by the Judicial Service Commission by direction in writing under section 185 (2) of the Constitution of Kenya, the Chairman of the said Commission hereby appoints—

PETER MUTEMI MWITHUI

to the office of the President of the Machakos African Court, by way of transfer from the Presidency of the Kitui African Court to the Presidency of the said Machakos African Court.

Dated this 7th day of February 1966.

By Order of the Chairman of the Judicial Service Commission.

C. DUNCAN,
Secretary,
Judicial Service Commission.

GAZETTE NOTICE No. 624

THE CONSTITUTION OF KENYA

APPOINTMENT OF PRESIDENT TO AN AFRICAN COURT

IN EXERCISE of the powers conferred by section 185 (1) of the Constitution of Kenya and delegated by the Judicial Service Commission by direction in writing under section 185 (2) of the Constitution of Kenya, the Chairman of the said Commission hereby appoints—

GIDEON NTHUMBI ISIKA

to the office of President of the Kitui African Court, by way of transfer from the Presidency of the Machakos African Court to the Presidency of the said Kitui African Court.

Dated this 7th day of February 1966.

By Order of the Chairman of the Judicial Service Commission.

C. DUNCAN,
Secretary,
Judicial Service Commission.

GAZETTE NOTICE No. 625

THE PHARMACY AND POISONS ACT

(Cap. 244)

REGISTER OF PHARMACEUTICAL CHEMISTS 1966

F: = Fellow of the Pharmaceutical Society of Great Britain.

No.	Name and Address
6	Cawdery, Frederick Alexander, P.O. Box 581, Kisumu.
7	Alexander, William Henderson, P.O. Box 9903, Nairobi.
8	Robson, Edward, P.O. Box 30077, Nairobi.
12	Keir, John Paton, P.O. Box 985, Nakuru.
14	Milton, William Sutherland, P.O. Box 47, Nakuru.
20	Dias, Aniceto Cajetan, P.O. Box 353, Mombasa.
21	Dias, Charles, P.O. Box 353, Mombasa.
23	Howlett, Edith Haller, P.O. Box 30196, Nairobi.
25	Durkin, Charles Aloysius, P.O. Box 167, Nyeri.
27	Cruickshank, George, P.O. Box 302, Nairobi.
F:29	Karmali, Joan Glenys, P.O. Box 1895, Nairobi.
F:30	Karmali, Shamsudin, P.O. Box 1895, Nairobi.
32	Mackinlay, Robert, P.O. Box 7238, Mombasa.
F:35	Monks, Ellis Thomas, P.O. Box 30069, Nairobi.
47	Hutchison, James Henry, P.O. Box 302, Nairobi.
48	Allanson, Ian, P.O. Box 9, Eldoret.
49	Rowe, Francis William, P.O. Box 10212, Nairobi.
60	Cox, Sydney Charles, P.O. Box 21104, Nairobi.
63	Strachan, George, P.O. Box 30345, Nairobi.
F:66	Padfield, John, P.O. Box 664, Nairobi.
73	Goodlad, Norman, P.O. Box 411, Nairobi.
77	Amin, Suryakant Ambalal, P.O. Box 9903, Nairobi.
82	Mercer, George, P.O. Box 3282, Nairobi.
87	Lang, Gerald James Jamison, P.O. Box 30195, Nairobi.
96	Innes, Joseph Murdoch, P.O. Box 30198, Nairobi.
97	Patel, Girishchandra Ambalal, P.O. Box 339, Mombasa.
98	Bhatt, Harshadray Jayantilal, P.O. Box 7412, Nairobi.
99	Patel, Kanubhai, P.O. Box 918, Nairobi.
101	Chauhan, Uttamlal Dullabbhai, P.O. Box 1987, Mombasa.
F:102	Amin, Hariprasad Rambhai, P.O. Box 30016, Nairobi.
103	Harker, Denise Mary, P.O. Box 30132, Nairobi.
105	Patel, Jashbhai Jivabhai, P.O. Box 8969, Nairobi.
106	Khan, Naemullah, P.O. Box 530, Mombasa.
108	Sharkey, Thomas Anthony, P.O. Box 30198, Nairobi.

REGISTER OF PHARMACEUTICAL CHEMISTS 1966—(Contd.)

No.	Name and Address
109	Patel, Manibhai Vrajbhai, P.O. Box 11096, Nairobi.
111	Royal, Frank Bertie, P.O. Box 231, Mombasa.
113	Glossop, William Eric, P.O. Box 6837, Nairobi.
115	Quinn, Bernard Griffith, P.O. Box 12, Kitale.
115A	Costello, Nora Collette, P.O. Box 91, Livingstone.
116	Amin, Kanayalal Somabhai, P.O. Box 1895, Nairobi.
117	Kenny, Mary Dyce, P.O. Box 9927, Nairobi.
119	Patel, Sumantbhai Gokaldas, P.O. Box 6676, Nairobi.
120	Patel, Raojibhai Narsinhbhai, P.O. Box 9929, Nairobi.
121	Patel, Gordhanbhai Khodabhai, P.O. Box 260, Nairobi.
123	Patel, Shanabhai Punjabhai, P.O. Box 74, Thika.
125	Patel, Babubhai Chaturbhai, P.O. Box 222, Kericho.
131	Patel, Ramjibhai Morarbhai, P.O. Box 332, Morogoro.
132	Mubarak, Hassan Ali Ahmed, P.O. Box 1356, Mombasa.
135	Maini, Kunj Lal, P.O. Box 368, Nairobi.
136	Sehmi, Gursaran Singh, P.O. Box 6409, Nairobi.
137	Patel, Bhagoobhai Indubhai, P.O. Box 11492, Nairobi.
139	Devani, Kantilal Veljibhai, P.O. Box 8013, Nairobi.
140	Shah, Jayantilal Nagji, P.O. Box 4029, Nairobi.
141	Patel, Jayantilal Purushotamdas, P.O. Box 2743, Nairobi.
142	Patel, Jashbhai Shankerbhai, P.O. Box 582, Kitale.
145	Fowle, George Forbes, P.O. Box 11228, Nairobi.
146	Patel, Balwantra Narandas, P.O. Box 1426, Nairobi.
152	Patel, Chandrakant Shanabhai, P.O. Box 102, Nairobi.
155	Patel, Harshad Manubhai, P.O. Box 552, Kisumu.
157	Patel, Chandubhai Manibhai, P.O. Box 856, Nakuru.
158	Patel, Kanaiyalal Dhulabhai, P.O. Box 650, Eldoret.
159	Parmar, Lalji Premji, P.O. Box 1119, Nairobi.
161	Patel, Prafulchandra Rambhai, P.O. Box 11096, Nairobi.
162	Patel, Arvindkumar Motibhai, P.O. Box 1525, Nairobi.
164	Milner, Neville Percy Henry, P.O. Box 3937, Kampala.
166	Lloyd, Thomas Herbert, P.O. Box 18244, Nairobi.
173	Patel, Indukumar Naranbhai, P.O. Box 6713, Nairobi.
175	Daya, Mansoorali Mohamedali, P.O. Box 2999, Dar es Salaam.
F:176	Spence, John, P.O. Box 302, Nairobi.
177	Broome, Joan Doreen, P.O. Box 3014, Nairobi.
178	Patel, Prakashchandra Kashibhai, P.O. Box 1433, Nairobi.
179	Budhdeo, Vinod Dahyalal, P.O. Box 1356, Mombasa.
180	Patel, Natverlal Ambalal, P.O. Box 1743, Nairobi.
183	Cater, Reginald Hugh, P.O. Box 8919, Nairobi.
184	Burton, Douglas, P.O. Box 30104, Nairobi.
187	Gadd, John Reginald, P.O. Box 18244, Nairobi.
189	Patel, Gordhanbhai Dharamdas, P.O. Box 192, Nairobi.
190	Khambiye, Osman Mohamed, P.O. Box 224, Dar es Salaam.
191	Patel, Chandrakant Bhailalibhai, P.O. Box 1861, Kampala.
194	Robson, Francis James, P.O. Box 30077, Nairobi.
195	Mehra, Chandrant Amritlal, P.O. Box 14479, Nairobi.
196	Khatri, Kanaiyalal Keshavji, P.O. Box 10747, Nairobi.
198	Patel, Kanubhai Mahijibhai, P.O. Box 102, Nairobi.
200	Souch, Frederick Walter, P.O. Box 30270, Nairobi.
204	Copley, John Michael, P.O. Box 10212, Nairobi.
206	Mackay, Jean Elizabeth Wemyss, P.O. Box 104, Dar es Salaam.
210	Patel, Urmilaben Ashwin, P.O. Box 1618, Kampala.
211	Jayne, Douglas Arthur, P.O. Box 30467, Nairobi.
214	Patel, Ratilal Rambhai, P.O. Box 4232, Nairobi.
216	Spencer, Peter Frederick, P.O. Box 30104, Nairobi.
217	Pereira, Wiseman Joseph Edmund, P.O. Box 4406, Kampala.
219	Jaffer, Mehdi Ismail Mohamed, P.O. Box 902, Nairobi.
221	Patel, Subhashchandra Chhotabhai, P.O. Box 637, Kampala.
222	Patel, Bhailabhai Ramdas, P.O. Box 678, Eldoret.
226	Patel, Dahyabhai Bhaguanbhai, P.O. Box 11096, Nairobi.
228	Preston, Allan Henderson, P.O. Box 105, Hong Kong.
229	Kalmanovitch, Eugene, P.O. Box 196, Nairobi.
230	Seehra, Kirpal Singh, P.O. Box 2322, Kampala.
231	Mehra, Kishor Jethalal, P.O. Box 85, Mombasa.

REGISTER OF PHARMACEUTICAL CHEMISTS 1966—(Contd.)

No.	Name and Address
235 ..	Patel, Arvindkumar Jhaverbhai, P.O. Box 411, Nairobi.
237 ..	Tibb, Gajimdar Singh, P.O. Box 30024, Nairobi.
238 ..	Shah, Shashikant Meghji, P.O. Box 2369, Mombasa.
239 ..	Patel, Manharbhai Gordhanbhai, P.O. Box 447, Nairobi.
241 ..	Sandhu, Bhopinder Singh, P.O. Box 1960, Nairobi.
244 ..	Patel, Manubhai Chhotabhai, P.O. Box 30270, Nairobi.
245 ..	Desai, Ramesh Dhirajlal, P.O. Box 11931, Nairobi.
246 ..	Patel, Manmohan Dayalal, P.O. Box 1183, Mombasa.
247 ..	Chauhan, Ishwerlal Dullabhbhai, P.O. Box 1987, Mombasa.
248 ..	Shah, Mansukhlal Jivraj, P.O. Box 1619, Nairobi.
249 ..	Kapadia, Gulabdas Bhukhandas, P.O. Box 1618, Kampala.
251 ..	Amin, Pranjivan Narandas, P.O. Box 21273, Nairobi.
252 ..	Patel, Navinchandra Maganbhai, P.O. Box 607, Kisumu.
253 ..	Karsan, Habib Kanji, P.O. Box 475, Mombasa.
254 ..	Patel, Raojibhai Shankerbhai, P.O. Box 302, Nairobi.
255 ..	Patel, Rameshchandra Chhotabhai, P.O. Box 257, Mombasa.
256 ..	Whitlock, John Lawson, P.O. Kaloleni.
257 ..	Patel, Ashwin Kumar Shanabhai, P.O. Box 1618, Kampala.
258 ..	Patel, Snehlata Manibhai, P.O. Box 8300, Mombasa.
259 ..	Islania, Saroj Kalidas, P.O. Box 855, Nairobi.
260 ..	Patel, Subhash Ramanbhai, P.O. Box 9480, Nairobi.
F:261 ..	Rogers, Percy Howard, P.O. Box 30345, Nairobi.
262 ..	Gor, Krishnamurti Shantilal, P.O. Box 11484, Nairobi.
263 ..	Hawkesworth, Joan Ellen Doris, P.O. Box 90, Nanyuki.
264 ..	Shah, Chandrakant Raishi Rupshi, P.O. Box 1614, Nairobi.
265 ..	Jappu, Machimanda Kushalappa, P.O. Box 30198, Nairobi.
266 ..	Patel, Bhaskar Rambhai, P.O. Box 11936, Nairobi.
267 ..	Patel, Sureshchandra Somabhai, P.O. Box 302, Nairobi.
268 ..	Kurmaly, Salrudin Balrudin Nasser, P.O. Box 329, Mombasa.
269 ..	Macpherson, Ian Grant, P.O. Box 664, Nairobi.
270 ..	Allu, Adam Osman, P.O. Box 10253, Nairobi.
271 ..	Surtees, Derek Millard, P.O. Box 664, Nairobi.
273 ..	Master, Jashwantra Dalpatram Haribhai, P.O. Box 30198, Nairobi.
274 ..	Quinn, Patrick Michael, P.O. Box 200, Nairobi.
275 ..	Bates, Geoffrey Gordon, P.O. Box 200, Nairobi.
276 ..	Patel, Manoo D., P.O. Box 6713, Nairobi.
277 ..	Wilson, Maureen, P.O. Box 21109, Nairobi.
278 ..	Patel, Rameshchandra Maganbhai, P.O. Box 8085, Nairobi.
279 ..	Vohra, Devinder Kumar, P.O. Box 1827, Nairobi.
280 ..	Patel, Dineshbhai Maganbhai, P.O. Box 222, Kericho.
281 ..	Cassam, Sadrudin Madataly, P.O. Box 8782, Nairobi.
282 ..	Patel, Prafullchandra Prabhudas, P.O. Box 6172, Nairobi.
283 ..	Sehmi, Jagjit Singh, P.O. Box 6409, Nairobi.
284 ..	Brown, Mary Estelle (Sister), P.O. Ukwala.
285 ..	Buck, Maud M., P.O. Box 30170, Nairobi.
286 ..	Amin, Kunj C., P.O. Box 2569, Nairobi.
287 ..	Rutherford, Ian D., P.O. Box 1390, Nairobi.
288 ..	Shah, Mahendra Kumar, P.O. Box 6166, Nairobi.
289 ..	Shah, Ratilal Vidubhai Pethraj, P.O. Box 4894, Nairobi.
290 ..	Shah, Babulal Premchand, P.O. Box 112, Limuru.
291 ..	Shah, Chandrakant Premchand, P.O. Box 112, Limuru.
292 ..	Patel, Upendra Ambalal, P.O. Box 338, Jinja.
293 ..	Patel, Bhupendra Chatubhai, P.O. Box 194, Nairobi.
294 ..	Patel, Thakordas Purshottam, P.O. Box 11096, Nairobi.
295 ..	Patel, Kantilal Chhotabhai, P.O. Box 581, Kisumu.
296 ..	Shah, Chhotalal Jivrajbhai, P.O. Box 133, Tanzania (Moshi).
297 ..	Patel, Hasmukh R., P.O. Box 749, Kisumu.
298 ..	Kullar, Jagdev Singh, P.O. Box 9043, Dar es Salaam.
299 ..	Shah, Mansukhlal Devraj, P.O. Box 3839, Nairobi.
300 ..	Patel, Vinubhai Manibhai, P.O. Box 34, Nairobi.
301 ..	Patel, Harnish Motibhai, P.O. Box 1053, Nairobi.
302 ..	Lakhani, Mahendralal Vallabhdas, P.O. Box 1076, Mombasa.
303 ..	Holmes, Victor Ernest John, P.O. Box 30198, Nairobi.
304 ..	McLusky, James McCrae, P.O. Box 30104, Nairobi.
305 ..	Damani Aziz Abdulhamid, P.O. Box 326, Kampala.

GAZETTE NOTICE No. 626

(QUAR/O/X/84)

THE ANIMAL DISEASES ACT, 1965

(4 of 1965)

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

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

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

Kabete,

8th February 1966.

I. E. MURIITHI,

Director of Veterinary Services.

SCHEDULE I—FOOT-AND-MOUTH DISEASE

L.O. 2216, 5596; Messrs. S. Kipkoskei and Partners, P.O. Box 29, Hoey's Bridge; Trans Nzoia District.

L.O. 4542/R, 2611/R, 2607; The District Forestry Officer, Laikipia South Forest, P.O. Box 28, Nyeri; Nyeri District.

L.O. 9422, 2610/2; The Settlement Officer, Laikipia South Scheme, P.O. Box 30, Mweiga; Nyeri District.

L.O. 9422/1; The District Commissioner, P.O. Box 32, Nyeri; Nyeri District.

L.O. 272; The Settlement Officer, Observation Hill Scheme, P.O. Box 7, Mweiga; Nyeri District.

L.O. 43/1, 43/4, 43/5, 44/4, 45, 46, 47, 48, 55/1, 5870 and 7209; The Manager, Ruai Dairy Farm, P.O. Box 5720, Nairobi; Nairobi District.

Bokoli Location; The District Commissioner, P.O. Box 13, Bungoma; Bungoma District.

L.O. 6417; Mr. Wafula Webuge, P.O. Kitale; Trans Nzoia District.

L.O. 8425; Mr. Kibirech A. Kogo; P.O. Soy; Uasin Gishu District.

Location 23; The District Commissioner, P.O. Box 30, Kapsabet; Nandi District.

L.O. 3365, 7564, 9422, 2599, 4503, 3367, 5163, 7563, 2606, 6309, 4773/1, 4773/2, 2603; The Manager, Bellevue Estate, P.O. Box 39, Naro Moru; Laikipia District.

SCHEDULE II—EAST COAST FEVER

L.O. 1212, 1694, 1744, 1745 and 5835; The Manager, Messrs. F. O. B. Wilson Ltd., P.O. Ulu; Machakos District.

L.O. 5111, 2761; Mr. R. L. Thompson, P.O. Box 134, Nanyuki; Laikipia District.

SCHEDULE III—SHEEP SCAB

Melili Division; The District Commissioner, P.O. Box 4, Narok; Narok District.

SCHEDULE IV—ANTHRAX

Location 8; The District Commissioner, Murang'a; Murang'a District.

SCHEDULE V—NEWCASTLE DISEASE

L.O. 5254, 4404, 10379 and 487/123; The Manager, Chembonde Ltd., P.O. Box 32, Elburgon; Nakuru District.

L.O. 8902 and 8907/2; The Manager, Gogar Farms Ltd., P.O. Box 6201, Rongai; Nakuru District.

SCHEDULE VI

First Column	Second Column
Gazette Notice No. 4289 dated the 8th day of November 1965.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "L.O. 8047; Mr. P. J. Van Dyk, P.O. Box 119, Thomson's Falls; Laikipia District."
Gazette Notice No. 4473 dated the 24th day of November 1965.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "L.O. 2220/1; Mr. J. Kipkorus, P.O. Moiben; Trans Nzoia District." "L.O. 5705/4; Messrs. Julius Mutai and Partners; P.O. Box 50, Hoey's Bridge; Trans Nzoia District."
Gazette Notice No. 4574 dated the 4th day of December 1965.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "L.O. 4475, 2219/1; Messrs. K. A. Masai and Partners, P.O. Box 73, Hoey's Bridge; Trans Nzoia District." "L.O. 2217; Mr. E. B. Adye, P.O. Hoey's Bridge; Trans Nzoia District."

GAZETTE NOTICE No. 627

THE WEIGHTS AND MEASURES ACT

NOTICE TO TRADERS

AN Inspector of Weights and Measures will open a Stamping Station at the places mentioned hereunder, for the purpose of assizing and stamping traders' weighing and measuring apparatus, on the dates stated.

2. All Traders, within a radius of twelve miles of the places mentioned are required, under the provisions of the Weights and Measures Act, (Chapter 513), to produce to the Inspector of Weights and Measures, all weights, measures of length and capacity, and weighing instruments which they have in use for trade, for verification and stamping.

3. Only weighing instruments the weighing capacity of which exceeds 1,000 lb., or which are of a permanently fixed nature or delicate construction will be assized *in situ*. Traders in possession of such instruments may comply with this Notice by notifying the Inspector of Weights and Measures in writing as to type, maximum weighing capacity and location of the said instruments, not later than one week preceeding the date notified in the second column hereunder:—

COLUMN 1	COLUMN 2	COLUMN 3
Place	Date on which apparatus is to be produced	Address of Inspector to which notification under paragraph 3 should be sent
Timboywe, Kiptangish, Tenges and Saos.	7th March	P.O. Box 269, Nakuru
Pemwai, Kabartonjo, Bartilimo and Telai.	8th March	
Serkongkun, Seretunin and Kabarnet.	9th March	
Kabluk, Kapropita and Kituro.	10th March	
Radad, and Marigat..	15th March	
Ngambo, Salabani, Kampi - ya - Samaki	16th March	
Loruk and Nginyang	17th March	
Loboi, Logumukum, Loiminang, Mukutani, Tangulbei and Churo.		
Kabimoi, Esageri, Sabatia and Maji Mazuri.	21st March	
Eldama Ravine	22nd March	
Kampi-ya-Moto and Rongai.	23rd March	
Noiwe, Emening and Mogotio.	24th March	
Njoro	25th March	
Molo	28th March	
Londiani	29th March	
Elburgon	30th March	
Kedowa, Mau Summit and Turi.	31st March	
Kijabe	5th April	
Mau Narok and Elmenteita.	6th April	
Kapsabet	7th March	P.O. Box 331, Kisumu
Arwos and O'Lessos ..	8th March	
Biribiriyet and Kabiye	9th March	
Kaptumo	10th March	
Nandi Hills	11th March	
Ukwala.. .. .	21st March	
Ndere	22nd March	
Boro	23rd March	
Sidindi	24th March	
Nyangweso	25th March	
Kericho.. .. .	12th to 14th April	
Lumbwa	15th April	
Kaituiy	19th April	
Sondu	20th April	
Oyugis	25th April	
Kendu Bay	26th April	
Homa Bay	27th April	
Mirogi	28th April	
Marindi	29th April	
Sare	9th May	
Migori	10th May	
Mohuru Bay and Mac-caldar Mines.	11th May	
Kihancha	12th May	
Karungu	13th May	
Mombasa	2nd to 14th May	P.O. Box 1833, Mombasa

P. E. PHILLIPS,
Superintendent of Weights and Measures.

GAZETTE NOTICE No. 628

KENYA GOVERNMENT 3½ PER CENT STOCK 1957/67

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

£5,099 11d.

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

GAZETTE NOTICE No. 629

KENYA GOVERNMENT 5 PER CENT STOCK 1978/82

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

£272,944 12s. 6d.

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

GAZETTE NOTICE No. 630

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 12th February 1966, at Kilifi, Kenya, to a Piper PA.23 aircraft, registration 5Y-AAS, flown by C. A. Thomas.

Any persons interested who desire to make representations as to the circumstances or cause of the accident should do so in writing to the Chief Inspector of Accidents, P.O. Box 30163, Nairobi, Kenya, within 14 days of this notice and should quote the reference CAV/ACC/2/66.

Dated this 14th day of February 1966.

GAZETTE NOTICE No. 631

THE AMERICAN UNIVERSITY OF BEIRUT
SCHOLARSHIPS 1966/67

THE A.I.D. has offered the Kenya Government 15 scholarships for studies at the American University of Beirut.

Applicants must have a minimum requirement of a 2nd Division School Certificate with credits in English and Mathematics plus four other subjects including a second language. Courses taken will lead to either B.Sc. or B.A. in education and ultimately qualify as trained graduate teachers.

Application forms may be obtained from the Permanent Secretary, Ministry of Education, the Provincial Education Officers, Municipal and County Education Officers and must be returned direct to the Permanent Secretary, Ministry of Education, P.O. Box 30040, Nairobi, Kenya, not later than 1st March 1966.

Late applications and applications from unqualified candidates will not be considered or acknowledged.

GAZETTE NOTICE No. 632

UNITED STATES SCHOLARSHIPS 1966

THE United States Government, in co-operation with the Institute of International Education, is offering a number of scholarships to Kenya citizens who are teachers.

These scholarships are mainly for study towards a bachelor's degree in the arts. A few will provide one year's post-graduate study towards a master's degree. Applicants for undergraduate study must have a good Cambridge School Certificate, teacher training, and some teaching experience. Applicants for post-graduate study must have an acceptable bachelor's degree.

Application forms may be obtained from Permanent Secretary, Ministry of Education, the Provincial Education Officers, Municipal and County Education Officers. They must be submitted direct to the Permanent Secretary, Ministry of Education, P.O. Box 30040, Nairobi, Kenya, not later than 1st March 1966.

Late applications and applications from unqualified candidates will not be considered or acknowledged.

GAZETTE NOTICE No. 633

SWEDISH SCHOLARSHIPS FOR 1966/67

APPLICATIONS are invited for a number of scholarships offered by the Swedish Government to the Government of Kenya. These scholarships are for University courses in Physical Geography, Soil Science and Meteorology.

Applicants should have a minimum of either Cambridge School Certificate in 2nd Division or G.C.E. Ordinary Level in at least five subjects which must include Mathematics, Physics and Chemistry. In addition, the nominated candidates will be expected to sit and pass an entrance test.

Application forms may be obtained from the Permanent Secretary, Ministry of Education, the Provincial Education Officers, Municipal and County Education Officers and must be returned direct to the Permanent Secretary, Ministry of Education, P.O. Box 30040, Nairobi, Kenya, not later than 1st March 1966.

Late applications and applications from unqualified candidates will not be considered or acknowledged.

GAZETTE NOTICE No. 634

PUBLIC SERVICE COMMISSION OF KENYA

VACANCIES

APPLICATIONS are invited for the following posts and must be submitted to the Secretary, Public Service Commission of Kenya, P.O. Box 30095, Nairobi, to reach him by 15th March 1966. Civil servants must submit applications to heads of departments on Form PSC.2a in triplicate at least seven days before the closing date; other applications to be submitted in triplicate on Form PSC.2, obtainable from the Secretary. Applicants must quote the number shown against the post in the advertisement.

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

Executive Officer Grade II (Two Posts), Public Service Commission of Kenya (No. 51/66)

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

Applicants must be civil servants with extensive knowledge and experience of Government personnel practice and procedure in an executive capacity. Meticulous accuracy, conscientiousness, adaptability and ability to conduct correspondence, draft memoranda, think constructively and control staff are essential.

Personnel Assistant, Ministry of Natural Resources, Wildlife and Tourism (No. 52/66)

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

Applicants must be civil servants, preferably of Cambridge School Certificate standard of education, with at least three years' experience of Government personnel work, a sound knowledge of regulations and procedure and ability to control staff and conduct correspondence.

Executive Officer Grade III, Department of Lands (No. 53/66)

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

Applicants must be civil servants, preferably of Cambridge School Certificate standard of education, with at least three years' experience of office routine and procedure, a sound knowledge of personnel procedure and practice and ability to control staff and conduct correspondence. The successful applicant will be required to carry out the duties of Office Superintendent in the Department of Lands and will be responsible for handling all personnel matters relating to its staff.

Executive Officer Grade III (Chief Clerk) (Two Posts), Judicial Department (No. 54/66)

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

Applicants must be civil servants, preferably of Cambridge School Certificate standard of education, with at least three years' service. Ability to control staff and a thorough knowledge of Government regulations, the Exchequer system, Financial Orders and accounting procedure with particular reference to the recording of cash transactions and custody of public money are essential, and experience in Civil and Criminal Courts is desirable and would be an advantage. The officers appointed must be prepared to serve anywhere in Kenya.

Court Bailiff, Judicial Department (No. 55/66)

Salary scale.—£460 to £580. PENSIONABLE.

Applicants must be civil servants, preferably of Cambridge School Certificate standard of education, with knowledge of the laws relating to service and execution of Civil and Criminal Warrants and other processes. They must possess a valid driving licence, be prepared to travel and work long hours when necessary and to serve anywhere in Kenya.

**Machinist, Kenya Navy (No. 56/66)*

Salary scale.—£460 to £580. AGREEMENT ONLY.

Applicants must possess a Government Grade I Engineering Fitter and Turner Trade Test Certificate and must be fully conversant with General Machine Work, i.e. Milling, Shaping, Fitting, Turning, etc. They must also be capable of assisting in the running of a small workshop.

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

GAZETTE NOTICE No. 635

EAST AFRICAN RAILWAYS AND HARBOURS

VACANCIES

APPLICATIONS are invited from suitably qualified persons for the following posts and should be submitted to the Secretary, Railways and Harbours Service Commission, P.O. Box 30121, Nairobi, not later than 31st March 1966. Applications must be submitted, in triplicate, on Form EAR.0160. Copies of these forms may be obtained in Kenya from the Secretary; in Uganda from the Assistant General Manager,

P.O. Box 952, Kampala; and in Tanzania from the Assistant General Manager (Tanganyika), P.O. Box 468, Dar es Salaam: District Traffic Superintendent, P.O. Box 98, Tanga; District Engineer, P.O. Box 214, Dodoma; District Traffic Superintendent, P.O. Box 91, Tabora; Commander-in-Charge, P.O. Box 49, Kigoma; Road Transport Superintendent, P.O. Box 183, Iringa; District Traffic Superintendent, P.O. Box 875, Mwanza; Officer-in-Charge, Southern Region, E.A.R. & H., Private Bag, Mtwara. Serving employees of the East African Railways and Harbours may obtain copies of the forms from their Head of Department.

Assistant Electrical Engineer, Mechanical Department, Nairobi

Salary scale.—£900 by £48 to £1,044, £1,101 by £57 to £1,272, £1,335 by £63 to £1,524 per annum (Pensionable); or £1,035 by £48 to £1,179, £1,251 by £57 to £1,422, £1,485 by £63 to £1,674 per annum (Contract—Consolidated to include a house allowance).

Candidates should have obtained a degree or diploma in Electrical Engineering, at a University or College recognized by the Institution of Electrical Engineers and have become at least Graduate Members of that Institution; they must in addition have served an apprenticeship of not less than two years with a firm of electrical engineers or other organization of good standing, followed by at least a further two years' experience particularly in electricity supply and workshops installations. Alternatively candidates must have served a full apprenticeship in electrical engineering, have become a Graduate Member of the Institution of Electrical Engineers, and had at least four years' experience of the nature indicated subsequent to apprenticeship.

(2/5/2/2)

Working Foreman (Pile Driver Operator) Grade NB.I, Engineering Department, Nakuru

Salary scale.—£618 by £36 to £726 per annum (Pensionable) or £711 by £36 to £819 per annum (Contract—consolidated to include a house allowance of £93 per annum).

Candidates must be literate in English and must have been apprenticed or trained basically in an Engineering trade such as Marine Fitter or Mechanic to the Class I standard and in addition should be familiar with Pile Driving Equipment, both land-based and mounted on floating craft and should be experienced in the use and maintenance of such equipment. They must be capable also of driving piles to a simple plan without supervision.

The successful candidate, if an African or locally born Arab, will be eligible for appointment on pensionable terms of service. If of another race, he will be eligible for appointment on contract terms of service for a period of two years in the first instance and a gratuity at the rate of 12½ per cent of the total emoluments drawn will be paid on successful completion of the contract period.

(2/2/3/12)

Trainees Division I, Plant and Workshops Section, Engineering Department, Nairobi (Five Posts)

Salary scale.—£438 by £12 to £498 per annum.

Candidates for these vacancies must have passed the Government Class I Trade Test (Vehicle and Plant Mechanic), or equivalent, and have had at least two years' practical experience as Vehicle and Plant Mechanics, preferably in a supervisory capacity. In addition, the satisfactory completion of the City and Guilds Course No. 168 (Vehicle Mechanics Work) is desirable.

The successful candidates will be required to undertake 12 months' "on the job" training in the Vehicle and Plant Workshops, on successful completion of which they will be eligible for promotion to supervisory posts in Grade NB.II (Salary scale: £510 by £24 to £582 per annum). There will be good opportunities for promotion to supervisory posts in Grade NB.I (Salary scale: £618 by £36 to £726 per annum) and Grade NB. Executive II (Salary scale: £786 by £39 to £903 per annum).

(2/2/3/11)

The successful candidate for the post of Assistant Electrical Engineer, will be eligible for appointment either on pensionable terms or on contract terms of service for a period of two years, in the first instance, and a gratuity at the rate of 12½ per cent of the total emoluments drawn will be paid on successful completion of the contract period.

In addition to the salaries shown above, the terms of service will include generous leave terms; free medical attention within the resources of the Medical Departments of the Territorial Governments and certain free and reduced travel facilities over the East African Railways and Harbours services. In addition, candidates who are appointed on pensionable terms of service will be entitled to free housing or a house allowance in lieu.

Applications from candidates who do not possess all the qualifications specified will not be considered. General inquiries regarding employment with the East African Railways and Harbours should not be addressed to the Secretary, Railways and Harbours Service Commission.

GAZETTE NOTICE No. 636

THE INDUSTRIAL COURT

CAUSE No. 50 OF 1965

Parties:—

The Kenya Local Government Workers' Union
and
The Kakamega County Commission

Issue in dispute:—

Failure of the Commission to comply with Agreement reached and signed by both parties on 23rd June 1965.

1. The Parties were heard in Nairobi on 17th, 18th and 19th January 1966, and relied on their written and verbal submissions. The Kenya Local Government Workers' Union called two witnesses and the Kakamega County Commission called four witnesses.

GENERAL BACKGROUND

2. The Kenya Local Government Workers' Union shall hereinafter be referred to as the Claimants and the Kakamega County Commission shall hereinafter be referred to as the Respondents.

The Claimants were recognized by the North Nyanza African District Council in 1961. The Kakamega County Council replaced North Nyanza District Council in 1963 and was later replaced by the Respondents.

A Joint Staff Committee had been set up by the North Nyanza African District Council for which Rules and Constitution were drawn up. The Joint Staff Committee consists of:—

- (1) five members to be appointed by African District Council from among the Councillors; and
- (2) five members being employees' representative to be elected by the Kenya Local Government Workers' Union (Kakamega Branch).

The Joint Staff Committee had the responsibility of considering and making recommendations regarding:—

- (a) the conditions of service including wages and salaries of employees other than established staff who have written contracts;
- (b) the recruitment, training and advancement of all employees;
- (c) procedure for settling grievances and disputes, provided that no question of individual promotion or discipline should be discussed by the Committee unless some question of principle is involved affecting other employees;
- (d) all other staff matters of interest to the African District Council and its employees.

On 17th May 1965, the Minister for Local Government in accordance with Article 252 of the Local Government Regulations dissolved the Kakamega County Council and appointed a Commission to run the affairs of the Kakamega County. The Local Government (Winding Up and Appointment of Commission) (Kakamega County Council) Order, 1965 (Legal Notice 127 of 1965) was made on 12th May 1965. It was published and came into force on 18th May 1965. The District Commissioner, Kakamega, Mr. D. G. Kimani, was appointed the Commission's Chairman, and Messrs. J. A. Luseno and R. W. Bomes as its other two members.

The Commission received its written instructions from the Ministry of Local Government on 25th May 1965, and held its first meeting on that day.

Prior to the dissolution of Kakamega County Council it had dismissed 40 employees in the Roads Department. Complaints against Mr. R. Luvega, an employee in the Treasury Department, had been made by the Claimants. His case was to be discussed on 18th May 1965, at a joint Union/Council meeting. This meeting did not materialize and on 26th May 1965, Mr. Luvega was reinstated without the Claimants having been consulted.

At this stage the Commission maintained that they had not inherited Kakamega County Council's responsibilities and said that they were not the employers. Between 21st May and 1st June further notices of termination of services were issued. Some employees were dismissed instantly and others informed that their salaries would be reduced.

On 31st May, the Claimants wrote at least two letters to the Chairman of the Commission. In one letter they asked for a meeting on 8th June 1965, to discuss the following items:—

- (1) Redundancy of Staff.
- (2) Relationship between Commission and Staff.
- (3) Provident Fund (National) Scheme.
- (4) Cuts of negotiated salaries.
- (5) Dismissal of Mr. R. Luvega.
- (6) Any other business.

The other letter stated as follows:—

"We are informing you that under the Essential Services (Trade Disputes Act), Union reports the existence of a dispute under section 5 of the Trade Disputes Act (Arbitration and Inquiry) and request you to take action.

This trade dispute which has been existing between Union and the Commission for Kakamega County Council will result in strike action any time after 1st June 1965, if you do not consult the Union on staff matters before you declare redundancies.

I refer to the Union letter dated 28th May 1965, addressed to the Ministers for Local Government and Labour and Social Services respectively."

The Senior Labour Officer, Kisumu, was already engaged in conciliation in the dispute arising out of the dismissal of one particular employee and had arranged a meeting between the parties for the 3rd June 1965. He was brought into the dispute regarding dismissals on account of redundancy but he advised the Claimants in writing to get in touch with the Minister for Local Government and not the Respondents.

At this stage 136 employees had been dismissed and 31 more were on notices of dismissal.

On 8th June the Claimants called their members out on strike which lasted up to the 23rd of June 1965, when workers returned to work in the afternoon after the following agreement had been reached between the Parties:—

- "(1) That notices which have been served on employees to terminate employment be suspended;
- (2) that the negotiated Pratt Salaries be continued;
- (3) that Mr. R. Luvega does not work but will receive full pay. His case to be discussed on 9th July 1965;
- (4) that there will be no victimization by either side;
- (5) that work will resume forthwith."

Between 8th and 23rd June 1965, various meetings and consultations took place between the Claimants, the Respondents, Ministry of Local Government and Ministry of Labour.

A meeting which was to have taken place on 9th June 1965, did not take place due to the Claimants' General Secretary's inability to be present. The Chairman of the Commission informed the Claimants' General Secretary that he wanted a meeting before 16th July 1965. Mr. Karebe (General Secretary of the Claimants' Union) replied that he would be unable to attend any meeting before 21st July 1965.

On 19th July 1965, the Chairman of the Commission issued the following circular:—

"The Commission for the County Council and the Kenya Local Government Workers' Union signed an agreement on 23rd June 1965, which ended the strike and incorporated a clause that the Commission and the Union would meet again on 9th July 1965. The National Secretary sent a telegram on 7th July saying 'Postpone meeting unable to come'. No alternative date was suggested. The Commission replied saying 'Imperative to arrange meeting on or before 16th July 1965.' The Commission allowed a week after the date provided for in the signed agreement. The National Secretary replied saying that he was to come before 21st July to which the Commission replied that he should send a Deputy or authorize Local Branch official to negotiate on 16th July 1965.

No meeting has taken place and the Local Branch officials of the Kenya Local Government Workers' Union have not contacted the Commission since we met on 23rd June 1965.

The Commission has a job to do and as they consider the agreement to have been broken the economy plan to save the Council will be put into immediate effect."

Between 19th and end of July 1965, 52 more officers were served with notices to terminate their services and 52 additional junior workers were summarily dismissed.

More meetings took place between the Parties on 9th and 22nd August 1965, but nothing fruitful emerged from these. The Claimants had all along maintained that the Respondents had not complied with the agreement of 23rd June 1965, and insisted that the Respondents should suspend all the notices which had been issued terminating the services of various employees. The Respondents on the other hand maintained that they had discharged the obligations undertaken by them under the agreement of 23rd June 1965.

On 10th September 1965, the Minister for Labour accepted a trade dispute and a conciliator was appointed. On 18th October 1965, conciliation having failed, the dispute was referred to the Industrial Court in accordance with the Trade Disputes Act and the Notification of Dispute Form "A" was signed on 19th October 1965.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

3. The Claimants submitted that the Respondents had not complied with the agreement reached and signed by both Parties on 23rd June 1965, for the following reasons:—

On item 1 of the agreement they stated that the purpose of suspending notices which had been served on various

employees was to enable consultations to be carried out between them so that they could secure benefits for their members in accordance with the Industrial Relations Charter.

The Claimants referred to the following clause on redundancy in the Industrial Relations Charter:—

"REDUNDANCY"

In the event of redundancy the following principles will apply:—

- (i) the Union concerned shall be informed of the reasons for and the extent of intended redundancy;
- (ii) the principle should be adopted of 'last in, first out' in the particular category of employees affected subject to all other factors such as skill, relative merit, ability and reliability being equal;
- (iii) the redundant employee will be entitled to the appropriate period of notice or pay in lieu. The principle of severance pay is agreed but the form and amount of such pay shall be subject to joint negotiation."

The Claimants maintained that the Commission had never afforded them the opportunity to carry out these discussions. No date had been fixed for a meeting to discuss this particular issue as the meeting which was to have taken place on 9th July 1965, was to discuss the case of Mr. Luvega alone. Mr. Karebe, the General Secretary, could not attend this meeting as he was busy nor could he be available before the 21st of July. The Claimants had asked for this meeting to be postponed but the Chairman of the Commission had sent a telegram to the Claimants in the following words:—

"T32/65—imperative meeting held on or before 16th July contact soonest—Districter—Kakamega."

Subsequently the Chairman of the Commission wired the Claimants asking them to send a deputy or a local official to negotiate on 16th July 1965. To this Mr. Karebe replied pleading his inability to attend any meeting before 21st July 1965.

The Claimants stated that no meeting had taken place and the Respondents had acted unilaterally. In the circular of 19th July 1965, the Respondents had blamed the Claimants and had tried to show them in poor light to their members. At the subsequent meetings the Claimants had tried unsuccessfully to get all the notices suspended.

The Claimants further stated that by these manoeuvres the Respondents had defeated the object of clause (1) of the agreement of 23rd June, and as a result thereof their members had suffered considerably in that the Claimants had never got the opportunity of voicing their views on the question of dismissals due to redundancy.

On item (2) the Claimants submitted that there were four employees whose salaries had been reduced by the Respondents. After the Respondents had agreed to honour the negotiated Pratt salaries, the salaries of these four employees were not reinstated. The details of the four employees covered were as follows:—

1. I. K. Aradi's salary of £730 p.a. as approved by Min. 59/64 of the Finance and General Purpose Committee of 8th April 1964, was reduced to £551.14.
2. Jackson Mukoto's salary of £236 p.a. as approved by Min. 39/64 of the Terms of Services Subcommittee was reduced to £171 p.a.
3. Peter Otunga's salary of £600 p.a. as approved by Min. 172/64 appendix "G" of the Finance and General Purposes Committee was reduced to £380 p.a.
4. Mrs. Lois Kulecho's salary of £480 p.a. as approved by Finance and General Purposes Committee sitting as Estimates Committee was reduced to £440 p.a.

A witness for the Claimants said that salaries of all employees were individually negotiated (including the aforesaid four employees) by the Claimants and Kakamega County Council.

The Pratt salaries were paid during November and December 1964, but were not paid in January and February 1965. When the employees refused to collect their pre-Pratt wages the new negotiated rates were paid in March 1965. The Claimants stated that the Minister for Local Government had given his approval to the new rates otherwise they could not have been paid.

Regarding the case of Mr. R. Luvega the Claimants stated that they had asked for his dismissal for the following reasons:—

- (a) Deliberate miscalculation of salaries of the employees.
- (b) Making employees pay house rent without staying in the houses.
- (c) Quarrelling and abusing female employees in the public.
- (d) Fighting office messengers.
- (e) Wrong assessment of staff quarters rent.
- (f) Advancing to himself a month's salary without an approval of the Terms of Service Subcommittee.
- (g) Failing to insure his car in the Council's name which he purchased with the Council's loan of Sh. 7,000."

All the aforesaid resulted in this gentleman having bad personal relations with his fellow workers and in particular female employees. This was the cause of bad human relations between the Kakamega County Councils employees. Mr. Luvega had been suspended since 3rd May 1965, without the Claimants having had an opportunity of stating their views to the Respondents. On this issue again, the Claimants maintained, the Respondents had committed a breach of the agreement of 23rd June 1965.

The Claimants submitted that they were convinced that some of the employees were not discharged because of redundancy as they were replaced by new employees recruited immediately after their dismissal. They gave the following details:—

- "1. Peter Mutsoli.—Local Council Accounts Clerk, replaced by Herbert Wikilu.
2. Mrs. Lonicah Murambi.—Personal Secretary, replaced by Miss Sarah Mukwili.
3. Michael Ochola.—Clerk, G.P.T. Office, replaced by Mr. Baraza.
4. Moses Achesa.—G.P.T. Clerk, replaced by James Shigono.

The Claimants submitted that the question of ability and efficiency were not taken into consideration when the Respondents discharged the following persons: (these were clear cases of victimization in spite of the agreement of 23rd June 1965, which stated that there should be no victimization by either side).

- "1. Peter Mmula (Assistant Treasurer), was sacked while undergoing the Treasurer's Training at Kenya Institute of Administration, where he passed very well.
2. Musa Achesa (G.P.T. Clerk), was sacked and replaced by two persons to do his work. It did not take long before Musa Achesa obtained a new job at £670 p.a. compared with his former salary of £218 p.a. He is at present employed by the Government as Settlement Officer.
3. George Aseka (Cashier), has obtained a job in the Government in the Ministry of Finance as Accounts Officer. He is also earning higher salary than before.
4. Wasike Ndombi, the only person with School Certificate with wide experience in road works and accounts, was sacked.
5. Edward Osolika (Registry Clerk), sacked and few weeks later he was employed by the Provincial Administration, Kakamega.
6. Mrs. Lonicah Murambi (Personal Secretary), was sacked and after few days she was employed by the Provincial Administration, Kakamega, on a higher salary.
7. Jacob Erima (Market Clerk), was sacked and few days later he was employed by the Provincial Administration, Kakamega.
8. Shinyonga (Typist, Salaries Office), sacked and few days later obtained a job in the Judiciary Department at Kisumu with better salary."

The Claimants further submitted that the Respondents had not achieved the purpose for which they had been appointed, and that the amount which they were claiming to have saved was obtained by creating unemployment in the district. They claimed that all the dismissals carried out by the Respondents were unjustified and requested the Court to award that all such employees should be declared to have been reinstated as from the date of their dismissal and that the Respondents should now embark on consultations with them on redundancy. They asked the Court to order the dismissal of Mr. Luvega and for the reinstatement of the salaries of the four employees who had suffered reduction. They also asked the Court to find that the Respondents had victimized some of the employees.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

4. The Respondents stated that they had been instructed by the Ministry of Local Government on 25th May 1965, that the reason for their appointment was that it was estimated that the Council's financial deficit would exceed £250,000 in 1965 and that the causes of this state of affairs included inefficiency in the administration of the Council, lack of financial control and expansion of the services of the Council beyond its capacity to pay for them. The principal duty of the Respondents was to reduce the services of the Council to a level of its probable income. They were instructed to make heavy reductions and authorized to dismiss staff as necessary.

It was obvious that the Commission had to act quickly in all directions that were open to it to attempt to arrest the further growth of the Council's deficit. All the terminations of employment were effected strictly in accordance with the terms of employment of the persons concerned and the Claimants were aware of the necessity for a drastic reduction in the Council's staff.

The Respondents stated that the matter of consultation with the Claimants could have been settled without strike action if the Claimants had followed the advice of the Senior Labour Officer, Kisumu, given on 4th June, and had approached the Ministry of Local Government before going on strike. Furthermore, the strike could have ended on 9th June if, at that

meeting, the Claimants had accepted the terms offered, which were substantially the terms they had demanded and later accepted on 23rd June.

The Respondents submitted that at the meeting of 23rd June, where the strike was settled, it was agreed that at the meeting which was to take place on 9th July 1965, consultations on the reduction of staff would be carried out. The agreement clearly stated that the notices would be suspended and not withdrawn. The Respondents had prepared notes for consultation on the proposed reduction of staff.

The Respondents alleged that the Claimants had avoided having a meeting with them but that their own conduct throughout had been proper. They had felt obliged to proceed with the plan for reduction of staff and reasonable time was allowed for consultation.

On Item II of the agreement of 23rd June 1965, the Respondents stated that they were concerned to ensure that the correct Pratt salaries scales were paid. They denied that the salaries of the four particular employees named by the Claimants, as far as the amount above the Pratt scale was concerned, were negotiated by the Respondents on their behalf and stated that these were promotions given to these employees by the Council without any pressure and agreement with the Claimants. Therefore, the Respondents had not committed a breach of clause 2 of the agreement of 23rd June 1965, even if their salaries had been reduced, because the reduced salaries were in accordance with the Pratt scales.

In the case of Mr. Luvega the Respondents stated that as long ago as 11th May 1964, the Secretary of the Kakamega Branch of the Claimants wrote a letter to Mr. Luvega in strong language accusing him of a variety of misdeeds in the performance of his duties in relation to the Council staff. This letter was widely circulated in the district. On 9th June 1964, the Chairman of the Kakamega Branch of the Claimants denounced this letter by the Secretary stating that it was a personal letter which had nothing to do with Union officials.

Then on 26th April 1965, this matter cropped up again in the Claimants' correspondence with the Clerk to the Council. The Claimants threatened strike action and Mr. Luvega was suspended pending investigations. At the first meeting of the Respondents on 31st May 1965, they were informed by the Clerk to the Council that the case had been investigated and that there was no case for suspension or disciplinary action. The Respondents reinstated Mr. Luvega on duty with full pay from the date of suspension. Clearly, as the Claimants had not availed themselves of the opportunity of meetings which were given to them, the Respondents stated that they had not committed any breach of clause III of the agreement of 23rd June 1965.

The Respondents strongly denied that they had victimized any Union officials or any other employee of the Council. They stated that the Council was overstaffed and inefficient. The Respondents had to consider, in the case of each post, whether it could be abolished, and if not, whether the holder of the post was sufficiently qualified and efficient. One of the employees mentioned had in fact resigned. In all other cases the said criteria was applied. The Respondents interviewed staff, examined records, took advice from the appropriate senior officer and considered every relevant factor at their disposal.

The Respondents submitted that the deficit for 1965 was likely to be £60,000. They had reduced expenditure by about £140,000 in 1965, but a large part of that saving would be nullified by the shortfall in income of £55,000 on school fees and £29,000 on Graduated Personal Tax. The Respondents had to make cuts wherever possible.

In these circumstances the Respondents submitted that the Claimants had no grounds for complaint or at least no ground which was not of their own making.

The Respondents requested the Court to find that they had not failed to comply with the agreement dated 23rd June 1965, between themselves and the Claimants.

AWARD

5. The Court has very carefully considered all the arguments and submissions put forward by the Parties.

It is quite obvious that the three members of the Commission were not experienced in industrial relation matters and this appears to be the main cause of this dispute. This lack of experience in labour matters is understandable and the Court fully appreciates the difficulties of the Respondents.

The agreement in question does not state a date on which a meeting would be held to discuss the various issues incorporated therein, except that the case of Mr. Luvega was to be discussed on 9th July 1965. In these circumstances it would be fair to assume that a meeting between the Parties would be held at an early date. Further that such a meeting would be held at a mutually convenient date. Even if the meeting of 9th July 1965, is considered to be the one at which all the issues were to be discussed, the Respondents' refusal to fix a

mutually convenient date, after the meeting of 9th July 1965, did not materialize, was unreasonable. Mr. Karebe was prepared to have a meeting after 21st July which was only five days after the date fixed by the Chairman of the Commission. The Court feels that it would have been in the best interests of the Parties to have allowed Mr. Karebe one concession at least. If he had defaulted again then the Respondents could have proceeded without any blame. The Court, therefore, finds that the Respondents acted hastily and peremptorily in insisting on a meeting on or before 16th July 1965. A week's delay would not have made any difference. Having found the Respondents at fault on this point the Court has considered how this has affected the position of the employees of the Kakamega County Council. It is clear that the Respondents conceded only consultations on the question of employees under notice of termination of services as the notices were only suspended and not withdrawn.

The Court is satisfied that there was no possibility of avoiding a reduction of staff. Employees would definitely have been laid off even if consultations had been carried out with the Claimants. The only point on which the Claimants have suffered is that they could not give their views on who should be declared redundant and also that they were denied the opportunity of negotiating on the benefit of the severance pay for the redundant employees. None of the employees received any severance pay on account of losing employment due to redundancy. The Industrial Relations Charter on Redundancy provides in clause (iii):—

"The redundant employee will be entitled to the appropriate period of notice or pay in lieu. The principle of severance pay is agreed but the form and amount of such pay shall be subject to joint negotiation."

The Court is not prepared to restore *status quo* of all the employees declared redundant as the national interest must transcend the interests of the few. The finances of the Kakamega County Commission do not permit such an exercise.

Furthermore, no useful purpose would be served by examining the case of all the employees declared redundant and those not so declared redundant. Nearly six months have elapsed since these workers lost their jobs and it would not be fair to reinstate them at the cost of some who did not lose their jobs in the first instance. But to leave matters in this state would also not be fair and the Court has, therefore, decided to award one month's additional pay to all employees who have been declared redundant by the Kakamega County Council and the Respondents provided that such employees were unemployed for a month after they had lost their jobs. Those who were unemployed for less than a month shall get wages/salary for the number of days they were unemployed. In any case the additional pay is not to be for more than a month.

On other issues arising out of the agreement the Court finds that the Respondents have not failed to comply with the provisions of the agreement.

On clause (iii) of the agreement only four cases were mentioned and the Court finds that their salaries which were reduced were not negotiated by the Claimants. Initially the Claimants may have pressed for them but at a later stage the Claimants had no say in these promotions. In these circumstances the Respondents are found to have complied with the agreement. It is up to those four individual employees if they have suffered in any way to seek their legal remedy.

Regarding Mr. Luvega the Court finds that he is entitled to the benefit of doubt in view of the fact that in 1964 when complaints were made against him the Chairman of the Claimants' Kakamega Branch denounced the Branch Secretary and that after that for one year there were no complaints. Further, the Clerk of the Council after investigations, found no truth in the allegations. In these circumstances the Respondents have not committed any breach of the agreement in spite of the fact that no meeting was held on 9th July 1965.

On the question of victimization the Claimants have not succeeded in convincing the Court that any employees or Union officials were in fact victimized when their services were terminated.

It should be clearly understood where allegations are made concerning individuals that the Court will insist on a strict proof being given by the party making these allegations. The Claimants' evidence on this point falls far short of the proof required and the Court accordingly rejects their allegations.

Given in Nairobi this 12th day of February 1966.

SAEED R. COCKAR,
President.

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

MOHAMED JAHAZI, M.P.,
Member.

GAZETTE NOTICE NO. 637

THE INDUSTRIAL COURT

CAUSE No. 52 OF 1965

Parties:—

The Kenya Local Government Workers' Union
and

The County Council of Kipsigis

Issue in Dispute:—

Increases in salaries and wages of the employees of the County Council of Kipsigis.

1. The Parties were heard in Nairobi on the 24th and 25th January 1966 and relied on their written and verbal submissions. The Kenya Local Government Workers' Union called one witness.

GENERAL BACKGROUND

2. The Kenya Local Government Workers' Union shall hereinafter be referred to as the Claimants and the County Council of Kipsigis shall hereinafter be referred to as the Respondents.

The Respondents were formed from amalgamation of Nyanza County Council with Kipsigis African District Council. Nyanza County Council had signed a Recognition Agreement with the Claimants on the 7th June 1961. This agreement specifically did not cover "those persons employed within the code of conditions of service for established and non-established staff or on temporary letter of appointment". These particular people were catered for by a staff association. Following the formation of the Respondents a meeting took place on the 14th October 1964 when four representatives of the Council met representatives of the Kericho Branch of the Claimants for preliminary discussions. At this meeting it was pointed out to the Claimants that there was no recognition agreement in existence between the Respondents and the Claimants and that discussions, therefore, could not take place. A further meeting was arranged for 21st October 1964 which was attended by six employees of the Respondents together with Mr. Obanda, the Regional Organizer of the Claimants. The Respondents produced a model agreement on recognition and negotiating procedure based on the Industrial Relations Charter but the Claimants' representatives were not prepared to accept it as they would not agree to the exclusion of managerial and supervisory staff. They undertook to produce their own draft agreement at a meeting to be held on 4th November 1964. At this meeting a model agreement was accepted but with the exception of clause 2 (a) which excluded supervisory staff. Deadlock, therefore, existed on this particular issue. A Joint Staff Committee with a chairman and four other members was appointed and this committee was made responsible for all future negotiations with the Claimants. Some eight meetings of the Joint Staff Committee were held between the 5th January and the 16th October 1965.

At a meeting held on 6th March 1965 between representatives of the Claimants and representatives of the Treasury, Ministry of Labour and Ministry of Local Government regarding a strike threatened for 8th March 1965, it was agreed that:—

"(i) The Ministry of Local Government withdraw its instructions preventing Local Authorities to negotiate with the Union on wages and conditions of employment.

The Meeting noted that the Union wished to make it known that its demand on wages would be based on the Pratt Commission Report.

(ii) In Kiambu County Council negotiations with the Union that the Agreement reached as a result of conciliation would be approved by the Ministry of Local Government.

(iii) In the case of the Kakamega County Council that the Agreement reached with the Union would be referred for discussions with the Ministry of Local Government, Ministry of Labour and the Union next week.

As a result of this Agreement the Kenya Local Government Workers' Union postponed the strike scheduled for 8th March 1965 pending the decision of the National Executive of the Union.

Signed Signed
General Secretary, E. N. MWENDWA,
Kenya Local Government Workers' Minister for Labour."
Union.

After the signing of the above agreement the Ministry of Local Government issued the following circular:—

"In view of the conflicting statements which have appeared in the Press recently regarding the agreement reached between representatives of the Kenya Local Government at the Meeting on the 6th March 1965, I am enclosing for your information a copy of the agreement reached at that Meeting.

In view of this agreement it will no longer be necessary for you to take action as requested in this Ministry's Circular No. 2/65, and this circular should be treated as having been cancelled.

You will, of course, appreciate that whatever agreement is reached between your Council and the Local Branch of the Union as a result of negotiations, this agreement cannot be implemented until the Minister for Local Government has approved the expenditure of the amount required to give effect to implementing the agreement reached.

G. S. K. BOIT,
Permanent Secretary."

Negotiations between the Parties carried out through their Joint Staff Committee meeting did not produce any notable results. The Claimants became frustrated and their members decided to go on strike on 1st June 1965. At this stage the Claimants reported a trade dispute for the second time with the Respondents and a conciliator was appointed under the Trade Disputes Act. The Respondents were prepared to recommend a 20 per cent increase to all minor employees' wages with effect from the 1st January 1965 as an interim award. This offer was not accepted by the Claimants who stuck to their original demands of implementation of Pratt scales. Subsequently the Respondents' proposals for revised wage scales were forwarded to the Minister for Local Government for his approval. The cost of meeting these proposals was to be met by a reduction in the number of the Respondents' employees and they, therefore, intended to discharge 150 workers by giving them one month's notice with effect from 1st May 1965. Even with this discharge the Respondents claimed that they were in serious financial difficulties and were dependant on the Government for grants to cover the expenditure for the remainder of the year.

The revised scales, as proposed by the Respondents, were approved by the Ministry of Local Government. They were implemented and paid back-dated from 1st January 1965. These gave an increase ranging from 30 per cent to the lowest category to 11 per cent to the higher paid worker. At subsequent meetings under the chairmanship of the Labour Officer the Claimants refused to consider any offers made by the Respondents unless the question of reinstating the 141 redundant employees was settled. The Labour Officer stated that he was not authorized to discuss the question of redundancies. At the next meeting of the Joint Staff Committee on the 18th October 1965, the Claimants' National Organizing Secretary agreed to defer the question of redundancies until the wage decision had been settled. The Claimants once again submitted their proposals which were unacceptable to the Respondents and the meeting ended in deadlock. The Notification of Dispute Form "A" to the Industrial Court was signed on the 3rd November 1965 containing the aforesaid issue.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

3. The Claimants submitted that the Respondents were the most difficult of all the County Councils involved in negotiations and were the only Council not to have reached an agreement with them, despite the fact that they were not showing a deficit. All other County Councils had reached agreement with them in one shape or another. All had, however, not implemented Pratt but the majority had.

The Claimants stated that they were at no time informed that the 20 per cent increase offered as an interim award by the Respondents would lead to the discharge of 150 employees which the Respondents claimed was to save them £15,000. The Respondents' proposals, which would have cost £10,000, were forwarded to the Ministry of Local Government and were subsequently approved to be paid to the employees as from 1st January 1965, were never accepted by the Claimants and were forwarded to the Ministry of Local Government without their knowledge or consultation. The Claimants contended that they were not in favour of interim awards.

The Claimants criticized the Respondents for ignoring the meetings which had been arranged between them, especially the one referred to in the circular issued by the Clerk of the Council on 31st August 1965, which stated as follows:—

"To the Chairman and Members of the Joint Staff Committee.

JOINT STAFF COMMITTEE MEETING

I have been instructed by the Permanent Secretary, Ministry of Local Government, to proceed with those meetings which are essential until the question of members' expenses has been clarified.

In view of this, the meeting of the Joint Staff Committee arranged for 7th September 1965, is now postponed until notice.

Clerk of the Council."

The Claimants pointed out that the conciliator, Mr. Baraza, had acted in an unusual manner in that instead of calling the meeting himself he had asked the Clerk of the Respondents to arrange meetings for him.

The Claimants submitted that their demands for the implementation of the Pratt scales was reasonable and fair as the majority of the County Councils in the country had already adopted them. Some of these County Councils did not enjoy the same financial stability as the Respondents. It was generally accepted that the Local Authorities should follow, as far as wages were concerned,

in the footsteps of the Civil Service. Previous to the Pratt Commission there had been Ladbury and Flemming Commissions, again for Civil Service only, but the Claimants negotiated with various Councils and managed to get the salaries of their employees in line with those recommended by these Commissions. There was no reason why Pratt should not be implemented by the Respondents. The Claimants pointed out that drivers and plant operators were being paid very low wages and that they were demanding that these employees should be converted to the lowest scales of similar employees under Pratt.

The Claimants drew the Court's attention to their Appendix 9, attached to their written submissions, which set out their demands in respect of salaried employees but conceded that there had not been any, or sufficient, negotiations on this issue. They further drew the Court's attention to an extract from the hon. Mr. Sagini's speech to the Councils on 29th June 1965, when he stated that:—

"I note that so far you have not reached full Agreement with the Kenya Local Government Workers' Union in that I understand the Union are pressing for a complete implementation of the Pratt Commission Award. You have offered wage scales which are slightly lower than Pratt. I wish to say that at this stage the question of payment and scales for your staff is a matter for you to decide. If it is your wish to pay wage scales below the Pratt level I will not oppose. It is for you initially to weigh the balance between your responsibility to provide service for your people and to provide fair wages for your staff."

The Claimants demanded that—

- the minimum wage for rural areas should be Sh. 120 per month and the adjustments be back-dated to 1st January 1965, Table 127 Pratt, plus one increment of Sh. 15 effective from 1st January 1966, with either free housing or house allowance;
- with the higher cost of living in Kericho Urban Area, the minimum wage should be Sh. 180 per month with either free housing or with house allowance. Adjustment as in (a) plus one increment of Sh. 15 effective from 1st January 1966;
- Drivers should enter in Table 55 Pratt, i.e. £163.10 x 7.10—201 x 8.16—236 per annum; and be assimilated in the Scale in accordance with their length of service. The adjustments to be implemented as from 1st January 1965;
- Plant Operators should enter in Table 52 Pratt, i.e. £236 x 16—332 per annum; and be assimilated in the Scale in accordance with their length of service. The adjustment to be implemented from 1st January 1965.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

4. The Respondents strongly refuted the Claimants' allegations that several meetings had been called by the conciliator but that the Respondents had refused to turn up. This statement was not true and the Labour Officer had confirmed that the several meetings, convened by him, had been attended, without fail, by members of the Council's Staff Committee. The Labour Officer also confirmed that delays were, however, caused by the Claimants. The Respondents stated that such allegations did not assist in the maintenance of good relations between the Parties and it was hoped that they would be withdrawn.

The Respondents submitted that their proposals, which they had implemented from 1st January 1965, were reasonable and fair. These showed an increase ranging from 30 per cent to the lowest category to 11 per cent to the higher paid worker.

The Scales were given as follows:—

SCALES FOR SUBORDINATE EMPLOYEES

Former Kipsigis A.D.C. Sh. p.m.	Former Nyanza C.C. Sh. p.m.	% Increase against C.C. Scales	New Point In Scale Sh. p.m.	Wages Scale Sh. p.m.
78/-	75/-	30	102/-	102/- x 9—138/-
81/-	80/-	27	102/-	
84/50	85/-	20	102/-	
88/-	90/-	23	111/-	
91/50—95/-	92/50	20	111/-	
98/50—102/-	100/-	20	120/-	144/- x 12—180/-
105/50—109/-	107/50	20	129/-	
114/-	115/-	20	138/-	
119/-	120/-	20	144/-	
124/50—130/-	130/-	20	156/-	
135/50—141/-	140/-	20	168/-	192/- x 18—246/-
147/50	150/-	20	180/-	
154/50—161/50	160/-	12½	180/-	
168/50—178/50	175/-	12	192/-	
189/-	190/-	11	210/-	
200/50	205/-	11	228/-	276/- x 24—348/-
212/-			246/-	
224/-			246/-	
236/-	230/-		276/-	
	250/-	(Not to be used for straight conversion but Job to be considered in each case for incorporation at appropriate Point)	276/-	
	270/-		324/-	360/- x 36—540/-
	290/-		348/-	
	300/-		360/-	
	330/-		396/-	
	360/-		432/-	
	390/-		468/-	
	420/-		504/-	
	450/-		540/-	

The Respondents pointed out that as against the Claimants' demand of a minimum wage for Rural Areas of Sh. 120 per month back-dated to January 1965, they had offered a minimum wage for Rural Areas of Sh. 120 per month back-dated to 1st January 1966. This would give workers on the lowest wage scales an increase of Sh. 18 per month and workers on the next scale would receive an increase of Sh. 9 per month. The only dispute was the date of implementation. Bearing in mind that these workers had received a 30 per cent wage increase as from 1st January 1965, the Respondents submitted that their offer to date the further increase from 1st January 1966 was generous and was made to meet Government policy of raising the level of the lower paid worker. Workers in the other scales were already provided for and they would all receive the annual increment of Sh. 9 to which they were entitled under the existing wage scales.

The Court was requested to award that the existing rates in the wage scales should be continued. As far as Kericho Urban Area was concerned, the Respondents stated that they already paid an additional amount of Sh. 9 plus a free house or house allowance of Sh. 26. The Respondents submitted that under their offer, as from 1st January 1966 the lowest grade of labourer with less than 12 months of service would receive Sh. 129 plus Sh. 26 housing allowance; this compared to the highest rates in Kericho (Distributive Industry) of Sh. 134 per month, a Government basic wage of Sh. 109 and an agricultural wage of Sh. 60. The Court was requested to award that Kericho-based workers should receive Sh. 9 over the basic rates for Rural Areas.

Regarding Drivers and Plant Operators, the Respondents pointed out that their scales were prepared with specific reference to the Civil Service and were negotiated with the Kenya Civil Servants' Union. While they might have some application to Local Authorities like Nairobi and Mombasa, they could have no possible application to a County Council covering a completely rural area. The Respondents at present graded their Drivers and Plant Operators into scales commensurate with their capability and the Claimants were entitled to bring any anomalies to the Joint Staff Committee.

The Respondents submitted that, regarding the Claimants' demands for increases of staff salaries, there were many errors in the Claimants' Appendix which also took no account of the increments awarded by the Council as from 1st January 1966. They claimed that they had made very substantial increases in salaries over the past three years, in many cases over 100 per cent increase. The staff was, therefore, now receiving adequate salaries and the annual increment paid under the Council's scale gave the staff increase from year to year. The Respondents requested the Court to make a nil award on staff salaries.

AWARD

5. The Court has very carefully considered all the arguments put forward by both Parties and makes the following Award:—

I. (a) Employees on Wages:—

The minimum wage for Rural Areas shall be Sh. 120 per month with effect from 1st January 1966. The adjustments shall be carried out in accordance with Table 127 of Pratt. These rates are exclusive of house allowance as either free housing is provided or house allowance paid.

(b) For Kericho Urban Area the minimum wage shall be Sh. 180 per month with free housing or house allowance with effect from 1st January 1966. Adjustments to be carried out in accordance with Pratt scales, Table 127.

(c) With effect from 1st January 1966, Drivers shall be entitled to Scale in Table 55 of Pratt:

Provided that the point of entry of each employee in these Scales shall be determined jointly by the Claimants and Respondents.

(d) With effect from 1st January 1966, Plant Operators shall be entitled to Scale in Table 52 of Pratt:

Provided that the point of entry of each employee into these Scales shall be determined jointly by the Claimants and the Respondents.

II. Employees on Salaries:—

The Court finds that there have not been adequate and satisfactory negotiations on this issue and, therefore, refers the matter back to the Parties.

Given in Nairobi this 12th day of February 1966.

SAEED R. COCKAR,
President.

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

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

GAZETTE NOTICE No. 638

THE INDUSTRIAL COURT

CAUSE No. 57 OF 1965

Parties:

The Kenya Motor Engineering and Allied Workers' Union
and
Kenya Motor Service

Issues in Dispute:

1. Payment of salary from 1st November 1965 to 14th November 1965, inclusive.
2. Severance pay in accordance with Agreement.
3. Payment for leave due.

1. The Parties were heard in Nairobi on the 3rd February 1966 and relied on their written and verbal submissions.

GENERAL BACKGROUND

2. The Kenya Motor Engineering and Allied Workers' Union shall hereinafter be referred to as the Claimants and Kenya Motor Service shall hereinafter be referred to as the Respondents.

The Respondents through their membership of the Nairobi Spray Painters' Group recognized the Claimants on the 12th day of February 1964. The Recognition Agreement provides in clause 2 (a) as follows:—

(a) The Group accords full recognition to the Union as a properly constituted and representative body and the sole labour organization representing the interests of workers who are in the employment of members of the Group concerning rates of pay and overtime, hours of work, method of wage payment, paid leave, duration of employment, principles of redundancy and generally accepted terms and conditions of service. This shall not include supervisory staff as defined from time to time by the F.K.E. and the K.F.L."

The Recognition Agreement was followed by an agreement between the Parties regulating terms and conditions of the employees. This agreement was signed on 18th December 1964 and was with effect from 1st December 1964 for a period of 12 months.

Clause 17 of this agreement reads as follows:—

"17. REDUNDANCY PROCEDURE AND SEVERANCE PAY

In the case of Redundancy, the principles set out in the Industrial Relations Charter will be applied for 'Last in first out'. And the following will be paid in the event of proven redundancy:—

- (i) After 5 years' continuous service with the Company 10 days' pay per year of service.
- (ii) From 6 years' continuous service 15 days' pay per year of service."

The Respondents started functioning on 1st January 1962 and obtained a Certificate of Registration under the Registration of Business Names Act, 1951, on the 9th day of January 1962. The proprietor of the Respondents one Gurdeep Singh Kishen Singh is carrying on business under the name of Kenya Motor Service. Prior to this he used to be in business with another person called Kartar Singh, but split up in or about November 1961. All employees of the business, at that time, were paid their dues with the assistance of the Ministry of Labour. Both these partners then started business separately and some employees remained with one and others opted to work with the other.

On 30th August 1965 the Respondents served the following notice on three of their employees—Mr. Johnstone Amwata, Mr. Samuel Mwangi and Mr. Kuria Njoroge:—

"Dear Sir,

You will appreciate that since June 1965 the work in the garage is decreased to such an extent that at present the whole of the staff is idle. Most of our good customers have sold out their vehicles and it is rather quite difficult to meet with the monthly salary and wages out of pocket.

In view of the above I give you one month's notice with effect from 1st September 1965 that your services with this garage shall be terminated on 30th September 1965.

Kindly acknowledge receipt of this letter on the duplicate thereof.

Yours faithfully,
Kenya Motor Service.

..... Prop."

The Claimants intervened on behalf of these three employees and the matter was referred to the Ministry of Labour who appointed an investigator. On 15th November 1965 the investigator made the following report to the Parties:—

"1. Having examined all the books of the accounts, income and expenditure, and particularly wages paid to the em-

ployees every month, I have satisfied myself that the Kenya Motor Service with their present income would not be in a position to retain the services of the three employees in question.

2. I therefore recommend that the employees concerned be paid up and including 14th November 1965 for two weeks, that they have been on suspension.

3. Be paid severance pay equivalent to two weeks pay.

4. Leave pay if any.

As to the question of whether the employer did or did not inform the Union of his intention to declare the three employees redundant was ruled out when Mr. Musungu for the Union admitted that he was shown the draft of the notices, although he argues that the employer was supposed to have written to the Union officially.

I therefore consider this case as closed as soon as the employer has paid out 2, 3 and 4 above."

The Respondents wrote to the Ministry of Labour after this report on the 24th November 1965 and 26th November 1965 as a result of which the investigator varied his first report to the following extent:—

"I refer to your letter of 26th November 1965, in which you referred to an agreement signed on 18th December 1964 between the Union and the employer (Spray Painter Group) of which you are a member.

I agree according to the said agreement clause 17, it states that the severance pay could only be paid to an employee who has been with the company for five years' continuous service.

However when I was making my recommendations neither you nor the Union informed me of the existence of this agreement.

On the question of the employees concerned failing to report to the place of their work while on suspension was not very necessary but if it is true that they were employed somewhere else casually then you are not responsible for that period.

You are therefore now required to pay them the leave pay only if any."

The Claimants did not accept this ruling and the Parties notified the dispute to the Industrial Court on 30th November 1965 on which day notification Form "A" was signed in accordance with the Trade Disputes Act, 1965.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

3. The Claimants submitted that the Respondents had conceded their liability to pay the leave entitlement of the three employees as follows:—

	Sh. cts.
Johnstone Amwata	161 50
Samuel Mwangi	150 00
Kuria Njoroge	293 35

But that they refused to pay severance pay at the rate of 2 weeks for every completed year of service and 14 days' pay during which the investigator considered these employees to have been on suspension, i.e. from 1st November to 14th November 1965.

The Claimants demanded the following dues in respect of these three employees:—

Johnstone Amwata:

	Sh. cts.
14 days' pay	127 50
4 × 2 = 8 weeks	510 00
Leave pay	161 50
	Sh. 799 00

Samuel Mwangi:

	Sh. cts.
14 days' pay	102 50
Leave pay	150 00
Severance pay	102 50
	Sh. 355 00

Kuria Njoroge:

	Sh. cts.
14 days' suspension	190 00
Leave pay	293 35
6 weeks' severance pay	592 50
	Sh. 985 85

They argued that clause 17 of the Agreement regulating terms and conditions of service meant that all those employees who had served up to five years would be entitled to get severance pay at the stipulated rates for every completed year of service and, therefore, were correct in claiming the amount shown above. They denied that these employees worked elsewhere during their period of suspension and submitted that even if they had worked the investigator had not laid down any condition that they should not be paid for the days they were on suspension.

In these circumstances they requested the Court to make an award as demanded by them.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

4. The Respondents submitted that on 24th November 1965 they had written to the investigator protesting over his recommendation that the three employees on suspension should be paid for the two weeks' suspension period as these employees never once reported to them, on the contrary during that period these three employees were engaged somewhere else on casual work.

On 26th November 1965 the Respondents stated that they had drawn the investigator's attention to the fact that it was clearly agreed between the Parties that in the event of cases of proven redundancy after five years' continuous service the employees would get 10 days' pay per year of service and none of the three employees had completed five years' service and, therefore, these three employees were not entitled to any severance pay.

The Respondents admitted their liability to pay the leave pay claimed by the Claimants, but submitted strongly that they should not be ordered to pay either the severance pay or the 14 days' pay during which these three employees were declared to have been suspended. They stated that these three employees were in their service as follows:—

Johnstone Amwata.—Engaged from 1st January 1962. His salary at the time of his termination of service was Sh. 225 per month (consolidated).

Samuel Mwangi.—Engaged from November 1964. His salary at the time of his termination of service was Sh. 215 per month (consolidated).

Kuria Njoroge.—Engaged from November 1962. His salary at the time of his termination of service was Sh. 395 per month (consolidated).

AWARD

5. The Court has very carefully considered all the arguments put forward by the Parties in coming to its conclusions.

It is quite clear that clause 17 of the Agreement regulating Terms and Conditions of Service lays down a qualifying period of 5 years after which an employee may be entitled to redundancy benefits. The Court, therefore, rejects the Claimants' submissions that clause 17 means that employees with service up to five years should be entitled to 10 days' pay for each completed year of service. The wording of clause 17 which is set out hereinabove is unambiguous. Accordingly the Court makes a nil award in respect of issue (2).

On the payment of salary from 1st November to 14th November 1965 issue, the Court is satisfied that this demand is reasonable and fair and the employees are entitled to it and so awards.

On the last issue as there is no dispute, the Respondents having conceded it, the Court awards the following leave payment to each of the three employees:—

	Sh.	cts.
(1) Johnstone Amwata	161	50
(2) Samuel Mwangi	150	00
(3) Kuria Njoroge	293	35

Given in Nairobi this 15th day of February 1965.

SAEED R. COCKAR,
President.

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

MOHAMED JAHAZI, M.P.,
Member.

GAZETTE NOTICE No. 639

THE INDUSTRIAL COURT

CAUSE No. 63 OF 1965

Parties:

The Kenya Chemical Workers' Union
and
Plastics (Africa) Limited

Issues in Dispute:

- (a) Wages.
- (b) Date of Implementation of New Wage Rates.
- (c) Hours of Work.
- (d) Overtime.
- (e) Gazetted Public Holidays.
- (f) Annual Leave.
- (g) Maternity Benefits.
- (h) Termination of Employment.

1. The Parties were heard in Nairobi on the 20th and 21st January 1966 and relied on their written and verbal submissions.

GENERAL BACKGROUND

2. The Kenya Chemical Workers' Union shall hereinafter be referred to as the Claimants and Plastics (Africa) Limited shall hereinafter be referred to as the Respondents.

The Respondents have 74 people in employment at their Ruaraka premises 7 of whom are employed on Clerical activities and the balance engaged on Artisan Labour, Machine Operation or General Labouring. The Claimants were recognized by the Respondents in the latter half of 1961. The first agreement on wages and conditions of service was made in March 1962 and implemented with effect from 1st October 1961. This agreement was subsequently followed by an arbitration award made prior to the Tripartite Agreement in 1964 in respect of rates of pay, hours of work, redundancy, overalls and effective date and duration. Following the arbitration award the Respondents attempted to secure a signed agreement with the Claimants but were not successful. Therefore, at present there is no signed memorandum on terms and conditions of service and the Parties relied on the original agreement signed in 1962 in the arbitration award.

The Claimants made fresh demands on 26th May 1965. This was followed by meetings of the Negotiating Committee on 4th August 1965, 2nd September 1965, 6th December 1965 and 7th December 1965. The Claimants appear to have been extremely rigid in their attitude in these meetings with the result that negotiations were carried out in a strained atmosphere. In these circumstances a dispute was notified to the Ministry of Labour under the Trade Disputes Act. A conciliator was appointed and the issues accepted for conciliation were (a) date of implementation of new wage rates, (b) hours of work, (c) overtime, (d) gazetted public holidays, (e) annual leave, (f) maternity benefits and (g) termination of employment. Conciliation was also not successful and the Parties signed and forwarded Notification of Dispute Form "A" to the Industrial Court on 17th December 1965 as provided for under the Trade Disputes Act, 1965. The issues of wages and job classifications were discussed at a Negotiating Committee meeting on the 6th and 7th December 1965.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

3. (a) *Wages.*—The Claimants submitted that the rates for the various Grades were as follows:—

	Per Month (Consolidated) Sh.
Grade 1	360
Grade 2	310
Grade 3	225
Grade 4	195
Grade 5	155

As against this the Respondents had made offers as follows:—

	Per Month (Consolidated) Sh.
Grade 1	380
Grade 2	320
Grade 3	235
Grade 4	205
Grade 5	160

Offers by the Respondents in respect of Clerical Grades were:—

	Sh.
Grade 1	380
Grade 2	350
Grade 3	320

This showed an increment ranging from Sh. 5 to Sh. 20 only and was totally unacceptable to the Claimants. 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 weather.
- (c) *Housing*.—Housing of a standard under which the employee and his family could live under health 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.

In view of the aforesaid arguments the Claimants stated that their demands were reasonable and requested the Court to make its award in their favour.

The Claimants' demands were as follows:—

Special Grade.—Sh. 1,275 per month consolidated. (Super-visors, Senior Clerks.)

Grade 1.—Sh. 925 per month consolidated. (Store-keepers, General Senior Machine Operators and Artisans.)

Grade 2.—Sh. 795 per month consolidated. (Machine Operators, Junior Clerks and Drivers.)

Grade 3.—Sh. 530 per month consolidated. (Packers and Labellers, Semi-skilled process workers.)

Grade 4.—Sh. 370 per month consolidated. (Unskilled Labellers and Shamba-boys.)

Grade 5.—Sh. 300 per month consolidated. (Polishers and Sweepers, General Labourers and other lowest types of manual workers.)

(b) *Date of Implementation of New Wage Rates*.—The Claimants pointed out that the arbitration award of 1964 had not been concluded before the commencement of the Tripartite Agreement and that, therefore, it was not subject to the wage standstill clause. Furthermore, a statement issued by the Government dated 7th April 1965 and published on 8th April 1965 made it quite clear that the Tripartite Agreement had ceased to be an instrument of industrial relations as from that date. This statement to day remained unrepudiated. In these circumstances the Claimants requested the Court to make its award effective as from 26th June 1965 for a period of ten months only and that the award should continue in force until amended by mutual agreement between the Parties provided that the party desiring to amend the agreement should give one month's notice of its intention to do so.

(c) *Hours of Work*.—The Claimants submitted that an employee should normally be required to work, whether on shift, or otherwise, a total of 42 hours per week exclusive of the meal break hours. This would be consistent with the wages that were being demanded by them as long hours justified higher wages. They stated that it was up to the Respondents to satisfy the Court as to why working hours should not be reduced as the wages that were being offered were very low.

(d) *Overtime*.—The Claimants demanded that overtime rates should be as follows:—

- (a) For hours worked on week-days in excess of hours awarded per week—time and a half.
- (b) For hours worked on Saturdays in excess of hours awarded—time and half.
- (c) For hours worked on Sundays and Gazetted Public Holidays—double time.

These rates would be in line with the current trend in the country.

(e) *Gazetted Public Holidays*.—The Claimants demanded that an employee should be granted leave with full pay on gazetted public holidays:

Provided that an employee who was required to work on such holiday should be paid double for time worked. He should not be given a day off in lieu of having worked on such a public holiday as this arrangement worked against the interests of an employee depriving him of 8 hours' pay. They explained that the day given off should not be in lieu of overtime worked by an employee although it could be given in lieu of a day's work.

(f) *Annual leave*.—The Claimants demanded that an employee should be entitled to 30 working days' paid leave on completion of every 12 months' continuous service with the Respondents from the date of his/her engagement and any gazetted public holiday which fell on such annual leave should be in addition to 30 working days. They argued that if an employee had adequate rest he would contribute more by raising his productivity.

(g) *Maternity Benefits*.—The Claimants submitted that a female employee proceeding on leave prior to the birth of a child should be granted maternity leave with pay of 6 weeks and a further 6 weeks' unpaid leave at the discretion of the Respondents.

(h) *Termination of Employment*.—The Claimants stated that unless an employee was summarily dismissed for gross misconduct or other lawful cause as prescribed in the Employment Act and provided that the probationary period had been completed, the Respondents should be required to give the following notice to their employees before terminating their services:—

(i) After completion of a probationary period and over but less than 3 years' service—1 month's notice or 1 month's pay in lieu of such notice.

(ii) On completion of 3 years and over—2 months' notice or 2 months' pay in lieu of such notice.

(iii) A warning system should be introduced giving the Respondents a right to discharge an employee who had received 3 warnings provided that such warnings should be erased from the history record card of an employee after a period of 12 months from the date of the second warning.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

4. (a) *Wages*.—The Respondents stated that the Claimants' wage demands as originally submitted to them were the same as the figures submitted to the Court in their submission. In their submission to the Court the Claimants had put them in consolidated form by adding their original demand for a house allowance to their wage demand. The Claimants had not made any genuine attempt during negotiations to settle the issues and had exhibited a clear intention to arrive in the forum of the Industrial Court with the least possible delay.

The gap between the current wage levels and the Claimants' demands was so vast that no agreement could be reached. The Respondents submitted that they did not pursue a policy of differentiation between male and female employees but pointed out that the present lowest wage level was for females alone and provided a wage for a type of work inappropriate for men. The work was of a light and domestic nature and was not offered to males and could at no stage clash on the issues of equality of wages with equality of performance.

The Respondents submitted that their offer was fair and reasonable and that they had made a genuine attempt at negotiation. These offers made in the context of housing provided at sub-economic rentals were equitable and could be justly endorsed by the Court.

(b) *Date of Implementation of New Wage Rates*.—The Respondents stated that the Arbitration Award was with effect from 1st October 1963 and was to run for one year from that date. They received that Award on the 5th February 1964 before the provisions of the Tripartite Agreement were announced. The Award, therefore, fell within the ambit of clause (b) (i) of the Tripartite Agreement which states "Trade Unions agree to a 12-month wage standstill after the expiry of existing negotiated agreements and awards." This coupled with the 2 months' extension established that the 1st December 1965 was the equitable and correct date for implementing the award.

(c) *Hours of Work*.—Hours of work were originally 45 and were subsequently reduced on negotiation to 44 at which level they remained today. The Respondents pointed out that the Claimants had advanced no sound reason why this level should be reduced and urged that all factors applicable today in the Republic favoured the retention of such a level and that there were no reasons why there should be a reduction.

(d) *Overtime*.—The Respondents submitted that the present practice, as a result of the conciliation, was to pay time and a quarter for hours worked in excess between Monday and Saturday, and double time on Gazetted Public Holidays. This the Respondents said was reasonable in the terms of all other benefits agreed.

(e) *Gazetted Public Holidays*.—The Respondents stated that employees who were required to work on gazetted public holidays were either reimbursed at the rate of double time or were given an alternative day off. The Claimants' objection was to (a) reference to attendance and (b) to the alternative day off. The Respondents submitted that the arrangement that gazetted public holidays should not be granted to those employees who absented themselves without authorization from work on the day preceding gazetted public holidays was not unfair. They pointed out that it was normal practice in the country in so far as the granting of an alternative day off was involved. This existed by law in Wages Council Orders and was completely acceptable practice in numerous other agreements.

(f) *Annual Leave*.—The Respondents stated that the present entitlement of 3 calendar weeks' annual leave was conceded by them during conciliation. Previous to this 16 consecutive days' leave with pay was granted. Three calendar weeks' annual leave was on a par with contemporary awards and agreements and it would be wrong to review it in the present circumstances.

(g) *Medical Benefits*.—The Respondents stated that paid maternity leave would make the female employees more expensive than the male. They had already extended the benefit of sick leave for maternity purposes, which arrangement was in complete harmony with present provisions and awards.

(h) *Termination of Employment*.—The Respondents submitted that conciliation was carried out on this particular item and although the period of probation remained the same it was agreed that the notice period during a probation should be one week. The Court was aware that one week was a generous provision and that today it was normal to stipulate that the notice period during probation should be 24 hours. The Respondents pointed out that as this matter was resolved in conciliation which was a statutory step in the resolution of disputes under the Trade Disputes Act, it would be untenable if the Court should now seek to revise this particular issue, more so in the light of the fact that the benefit was generous in any context.

AWARD

5. The Court having carefully considered the various submissions made by the Parties makes the following Award:—

(a) *Wages*:—

	Per Month (Consolidated) Sh.
Grade 1	385
Grade 2	330
Grade 3	245
Grade 4	220
Grade 5 (females only)	170

Clerical Grades:

	Per Month (Consolidated) Sh.
Grade 1	400
Grade 2	370
Grade 3	340

(b) *Date of Implementation of New Wage Rates*.—This Award shall be with effect from 1st December 1965 and shall remain in force for a period of 12 months from that date.

(c) *Hours of Work*.—Nil award.

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

Mondays to Saturdays—time and half.

Sundays and Gazetted Public Holidays—double time.

(e) *Gazetted Public Holidays*.—An employee who works overtime on Gazetted Public Holidays shall not be granted a day off in lieu of such overtime, otherwise the present practice is fair and should continue.

(f) *Annual leave*.—Nil award.

(g) *Maternity Benefits*.—Nil award.

(h) *Termination of Employment*.—Nil award.

Given in Nairobi this 15th day of February 1966.

SAEED R. COCKAR,
President.

J. G. GRIFFIN,
J. CHUNGULI,
Members.

GAZETTE NOTICE No. 640

THE INDUSTRIAL COURT

CAUSE No. 2 OF 1966

Parties:—

The Dockworkers' Union
and

East African Cargo Handling Services Limited

Issue in Dispute:—

Change of present working hours.

1. The Parties were heard in Nairobi on the 22nd January 1966 and relied on their written and verbal submissions.

GENERAL BACKGROUND

2. The Dockworkers' Union shall hereinafter be referred to as the Claimants and the East African Cargo Handling Services Limited shall hereinafter be referred to as the Respondents.

An agreement was signed between the Parties on 18th August 1965 the terms of which were arrived at by negotiation in the industry's Joint Negotiating Council. Prior to this agreement the hours of work applied to the Respondents' employees were regulated by the terms of a Board of Inquiry promulgated by Kenya Gazette Notice No. 182 dated 17th January 1959. Sir Ian Parkin was appointed Chairman of this Board which concluded its investigation in April 1959. The recommendations in so far as hours of work were concerned contained in the report of the Board were accepted by both sides of industry and have subsequently become known as "Parkin Hours". These were as follows:—

Two main and equal shifts.

Mondays to Fridays:

1st shift—0700 hours to 1500 hours.

2nd shift—1500 hours to 2300 hours (with one staggered rest break of 30 minutes to be taken at the Employer's direction between 10 a.m. and 12 noon and between 6 p.m. and 8 p.m.).

Saturdays:

1st shift—0700 hours to 1230 hours.

2nd shift—1230 hours to 1800 hours (with no staggered rest break unless working on).

These equal shifts aggregate a working week of 43 hours.

Monday to Friday: 5 shifts x $7\frac{1}{2}$ hours' work = $37\frac{1}{2}$ hours

Saturdays: 1 shift x $5\frac{1}{2}$ hours' work = $5\frac{1}{2}$ hours

Aggregate 43 hours

In para. 41 the Report recommends:—

The establishment of a regular third shift from 11 p.m. to 6 a.m.

These hours remained the recognized operational hours for the industry until the revised hours, which are now the subject of this dispute, were introduced in August 1965. By agreement with the Claimants, when implementing these hours, the rest break was not staggered but was laid down to be taken at a specified time during the shift. During the years in between the acceptance of the Parkin Hours and the implementation of the present disputed hours in August 1965, the question of hours of work was raised intermittently in the Joint Industrial Council. In the middle of 1962 the Claimants lodged a wide range of claims for increases to wages and fringe benefits. These claims were referred to arbitration but the Claimants rejected the arbitrator's award. After long discussions between the Parties a negotiated agreement dated 2nd October 1962 was signed by both Parties. This agreement provided for:—

"An increase of 5 cents in the hourly rate of all labourers.

The Employers to have the benefit of $7\frac{1}{2}$ full hours' work on each of the first and second shifts.

All employees to clock on and to report to the ship, quay, transit shed or other place of work to which they are detailed to report so as to secure that at 7 a.m., 3 p.m. and 11 p.m., as the case may be, work shall commence forthwith.

Any custom previously existing of men not passing through the time clock or not proceeding to their place of employment prior to starting time is unconditionally abolished.

Labour clocking in at the Labour Compound must be clocked in at least 15 minutes before the commencement of the shift.

All future references to the rates of pay of Manual Grade Workers to be to the hourly rate of pay only."

In April 1965 the Parties appeared before the Industrial Court in Cause No. 12 of 1965. The award of the Court was followed by a Press report emanating from the Claimants giving notice of their intention to introduce go-slow working and/or strike on 2nd June 1965. A special meeting of the Joint Industrial Council was held to table the award and to discuss the Press notice of 2nd June. As the then General Secretary of the Claimants was not present at this meeting, no progress was made. Another meeting was held on 17th June at which the Respondents' arrangement for payment to employees effected by the award were tabled.

In the meantime the Claimants continued to dispute the terms of the Court's award and put forward a memorandum to the Court on 3rd June in which it was alleged that the Respondents had withheld information from the Court which could have affected the award. This allegation was rejected by the Respondents.

On 24th June 1965 a letter was addressed by the Permanent Secretary, Ministry of Labour and Social Services, stating that:—

"In view of the apparent misunderstanding over these issues and the slight anomalies over working hours between the Port of Mombasa and Dar es Salaam, I consider that the most satisfying method is for the two parties to discuss these matters in their Joint Industrial Council."

On 13th July 1965 a meeting was held at the Minister of Labour's office in Nairobi in connexion with the Industrial Court Award. At this meeting the Minister for Labour, Attorney-General, General Manager, East African Railways and Harbours, Permanent Secretary to the Minister for Labour, Acting General Manager and the then General Secretary of the Claimants were present. A settlement on the following basis was agreed—

- (a) that the labour rate be Sh. 1/59 per hour on actual working hours;
- (b) that the question of payment for the breaks be reconsidered.

On 16th July 1965 a letter was received from the Claimants proposing the following terms—

- "(i) that the Company will now pay Sh. 1/59 an hour;
- (ii) that 197 hours have to be worked.

The Respondents proposed the following—

- (i) that the men clock 15 minutes before 7 a.m.;
- (ii) that people work up to 3 p.m. and begin to clock out at 3 p.m. up to 3.15 p.m.;
- (iii) that 9 cents be paid as from 1st January 1965."

At a meeting held on 18th August 1965 the final provisions of the Agreement were agreed and signed.

On 9th October 1965 the current General Secretary of the Claimants wrote the following letter to the Secretary of the Joint Industrial Council:—

"Please note that the Union would like to submit the following agenda for discussion in the forthcoming J.I.C. meeting on Thursday this week.

1. Amendments to the recent agreement on working hours.
 - (a) Clocking in 1st, 2nd and 3rd as it was, i.e. before 7 a.m., 3 p.m. and 11 p.m. respectively.
 - (b) Colliers should not clock out after working hours in any of the shifts.
 - (c) Tugmen should get overtime on Saturday from 9 a.m. to 1.45 p.m.
2. (a) Checkers should be promoted to "C" group when chances occur.
- (b) Acting checkers should be confirmed as checkers without examination.
3. Five labourers involved in a dispute at Berth No. 9 where they were forced to work on a charcoal ship two per gang instead of four per gang. And the Company should take action against Assistant Zone Superintendent Mr. Munster, A/C 70.

The Union does not want the present Industrial Relations Officer, Mr. Alex Nyakoko.

W. N. MWANYUMBA,
General Secretary."

A meeting of the Joint Industrial Council was held on 14th October and the Claimants' proposals were discussed at length. No agreement was reached on the working hours and on 26th October 1965 the Claimants submitted a memorandum to the Respondents' Manager. This did not produce satisfactory results as far as the Claimants were concerned. Subsequently the Claimants threatened strike action. On the Ministry of Labour's intervention the dispute was notified to the Industrial Court under the Trade Disputes Act, 1965, the Parties having signed Notification of Dispute Form "A" on 7th January 1966.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

3. The Claimants submitted that they had inherited difficulties arising from the agreement signed on 18th August 1965 between the Respondents and the then General Secretary of the Dockworkers' Union, Mr. J. D. Akumu. This agreement was signed on the eve of the Dockworkers Union's elections and no attempt was made to inform the workers of the nature of the agreement and how it would affect them. As a sign of protest against the signing of this agreement two-thirds of the manual workers had stayed away from work and since then an increasing number of workers were not reporting on duty.

The change and increase in working hours had not provided any remedy or solution to either increase or decline in productivity. On the contrary, it had caused great frustration amongst the dockers. The increase in working hours had not led to an appropriate increase in wages. This being the case, it had failed to meet the expectations of the workers. The Claimants' present leadership were confronted with this issue on their assumption

of office on 17th September 1965. After discussing the matter with their members, a letter was sent to the Respondents on 9th October 1965 as quoted hereinabove.

The Claimants stated that the change incorporated in the agreement of 18th August 1965 was agreed to at a meeting on 30th July 1965 between the Respondents and the then Claimants' General Secretary. Workers were not consulted at any stage and no mandate from them was sought by the General Secretary. In the previous Industrial Court case the Claimants had stated that dockers' work was arduous and dangerous. They had to leave their homes at 5 a.m. or 5.30 a.m. to be on duty at 7 a.m. It was difficult to understand how a person, who had made these submissions to the Industrial Court on behalf of his members, had subsequently agreed to an increase in working hours. This change was cumbersome and was bound to cause suffering and hardship to the workers. This would eventually weaken the morale of the workers and industrial relations would be destroyed. The workers lived very far from the docks and if they turned up for work one minute late they lost their day's pay as they were not allowed to start work. The Claimants submitted that if the hours of work could be agreed to as they were before the 18th August Agreement the workers would be happy and contented and that this would lead to an increase in productivity.

The Claimants severely criticized the Respondents for entering into an agreement of such an important nature with their office-bearers on the eve of their general election. They submitted that the Respondents should have awaited the results of the general elections before embarking on, and negotiating, this agreement. Failure on the Respondents' part to do so meant only one thing, that they wanted to equip the then General Secretary with a weapon with which to support him during the elections. The Claimants submitted that the port production was declining rapidly as a result of these harsh working hours. They pointed out that lazy workers were wasting a lot of time waiting to clock-in and clock-out as they did not get any overtime after 11 p.m.

(b) The Claimants submitted that the ships' labourers should not be required to clock-out after 3 p.m. as they were extremely tired at that time and it was not fair to expect them to wait in long queues. This system has resulted in penalties being imposed by the Respondents. Formerly these labourers used to tie the hatch and go home and it used to be very satisfactory. This type of dock labour was very important and it was essential that they should be happy and contented.

(c) The Claimants submitted that tugmen should be paid overtime for working on Saturday afternoons, that is, any work done by them after 12 p.m. should be recorded as overtime. Their normal time should be 9 a.m. to 12 p.m. and not 9 a.m. to 1.45 p.m. They pointed out that there was no reason why tugmen should continue working up to 1.45 p.m. without getting the appropriate overtime.

(d) *Lunch Break.*—The Claimants submitted that 30 minutes' break for lunch was completely inadequate for workers at the port. During this time they could not sufficiently feed themselves, and the Claimants, therefore, requested the Court to grant one hour's break with pay. The present working hours agreement had removed the half-hour break payments and termed it as an unpaid break.

In the end the Claimants pointed out that the Respondents were not interested in the welfare of the workers as otherwise they would pay the workers sufficient money to enable them to meet all their needs. The Claimants stated that it was their duty to fight for more pay and less working hours. They were astounded that the former General Secretary had fought for more working hours and less pay in defiance of all trade union principles. In any case, the agreement of 18th August 1965 was born in very suspicious circumstances. They requested the Court to order a return to the pre-18th August 1965 agreement working hours.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

4. The Respondents submitted that their relations with the Claimants had been throughout and still were governed strictly by the terms of their Memorandum of Agreement relative to recognition and negotiating procedure signed by them and the Claimants. Furthermore, they recognized that negotiated agreements between them and the Claimants were dealt with under the Constitution of the Joint Industrial Council.

In entering negotiation with the Claimants, the Respondents stated that they had recognized the accredited representatives of the Claimants as officials of the Claimants who were the sole labour organization representing the interests of all staff covered by the Recognition Agreement. It was neither their responsibility nor their right to investigate the popular support of these accredited representatives when meeting in negotiation nor to query their mandate to represent the Claimants and to enter into agreements binding on the Claimants' members. It was, therefore, the understanding of the Respondents that throughout the discussions with the Claimants' accredited representatives at which the Respondents were present, all grievances and agreements put forward by the Claimants' representatives and solutions found and agreed were, in fact, initiated and finalized by the Claimants representing the Respondents' employees of all categories covered by the Recognition Agreement. Any departure from this principle

would completely undermine the Respondents-Claimants relationship and make it completely impossible for reliance to be placed on the authority of accredited representatives when speaking and acting for the Claimants.

The Respondents submitted that due to the complexities inherent in cargo handling, productive work, which could be described as work resulting in the actual movement of cargo, did not start at the hour laid down for the commencement of a shift nor did it continue uninterrupted up to the laid-down time for closure of the shift. It was of very great importance, therefore, that no time should be lost in starting the shift or in early closure. Equally the time allocated to breaks in the shifts must be restricted to the half hour. During the years which followed the Parkin Report there was a gradual decline in the general standard of attendance. Late starts and early finishing became normal rather than exceptional. In 1962 they had conceded increased wages and at the same time the Claimants had accepted that "all employees were to clock on and to report to the ship, quay, transit shed or other place of work to which they are detailed to report so as to secure that at 7 a.m., 3 p.m. and 11 p.m., as the case may be, work shall commence forthwith." It was also provided that any customs previously existing of men not passing through the time clocks or not proceeding to their place of employment prior to starting time was to be abolished.

The Respondents stated that they would be failing in their contractual obligations to the Authority if they did not take all necessary steps to ensure that the promulgated hours of business were realistic in application. To fail to provide staff at the commencement of the prescribed hours or to ensure continuous provision of the staff necessary until the closure of these hours would have that effect. Previously it was an acknowledged fact that no cargo moved until 20 to 30 minutes after the official commencement of the shift.

The Respondents submitted that it was crucial to have regard to the result on the national economy of any move which lowered the efficiency of the cargo handling and consequently the movement of exports and imports through the single gateway at the port. It was their responsibility to ensure that the Administration's investment in the port installations was used to the optimum advantage in the public interest. It was not an exaggeration to claim that every minute of effective work must be utilized to avoid the type of tonnage backlog which had occurred during 1965. It might appear to the casual observer that a short delay or an early closure could have only a local effect. This was not so. The cumulative effect was considerable, leading to delay in turn-round of ships, accumulation of cargo in sheds, which in turn led to still further delay in the discharge, loading and turn-round of the ship.

Throughout the discussions in Nairobi which had led up to the August Agreement and thereafter when the draft agreement was being negotiated by them and the Claimants, the Respondents submitted that there had been no doubt as to the single acceptable basis on which, alone, the earnings of port workers could be justifiably increased. This basis was clearly an additional effort by the workers themselves in which they would voluntarily renounce the restrictive practices which had, over a number of years, evolved and which had resulted in late starts and early closures to an extent which had brought the recognized working hours into ridicule. The Claimants had wholeheartedly accepted this in the national interest and had agreed to accept the necessity for attendance before the shift at such time as would permit work to actually start and close at the prescribed working hours of the Port of Mombasa.

It was the Respondents' submission that the effect of the measures taken in August 1965 should have had little effect on the majority of workers other than the provision of an increase in basic wage had they honoured the existing agreement and their contractual obligations. They pointed out that the basic difference between the pre-August 1965 system and the present system was that the former system provided for the employee to clock on and move to his place of work in his own time and that the present system accepted that recording and movement to the point of work was in the Respondents' time.

The practical effect of the August agreement with regard to reporting time had, therefore, been two-fold: the employee has had to report in time to start actual work at 7 a.m., 3 p.m. or 11 p.m.; to do so he has had to report not later than a quarter of an hour earlier and clock on in the Respondents' time for which he was paid. Again at the end of a shift a similar procedure applied.

The Respondents vigorously denied that no proper consent had been sought from the Claimants. Over one month had elapsed between the meeting with the Minister and the conclusion of negotiations. During this period no less than five meetings of the Joint Industrial Council had been held during which the agreement had been built up item by item. In addition the Respondents had been under constant pressure to conclude and implement the terms of the agreement which, from the outset of negotiations, was clearly based on the foundation set in the Nairobi meeting which provided that "the hourly rate of Sh. 1/59 could be conceded only if applied to the actual working hours". The Respondents denied that the requirements of the new agreement caused extra hazards and dangers to staff travel-

ling to the port. Practical difficulties of the staff were appreciated but the industry could not afford in the national interest a loss of these productive hours.

(b) The Respondents totally rejected any suggestion that the clocking-off of out-going employees at the end of the shift should be discontinued. They stated that with the transition from casual to permanent terms, this particular custom of not clocking out like all other employees was allowed to persist by the old private companies. It was well known that the stevedore labourers used this procedure to spell-out towards the end of the shift. A number of men in each gang, by arrangements with the other gang members, leaving up to two hours before the end of the shift. To re-introduce this system as suggested by the Claimants would result in an absolute breakdown in the attendance records. No accurate record could be kept of those who worked in excess of a shift and the control of overtime records would disappear with serious consequences to the workers' pay packet.

(c) The Respondents submitted that justification for this demand was not understood. Like all other employees tug crews were required to work a recognized working week: at present the 45½-hour week covered by the August agreement. Any hours worked in excess of the recognized shifts were paid at overtime rates as applicable to all other staff and the reason for treating the tug crews in isolation was not understood.

(d) The Respondents particularly emphasized that after exhaustive investigation, the Parkin Inquiry recommended a half-hour rest break, accepting that it would be impossible to provide a break period of sufficient length for the majority of staff to return to their homes and consume a full meal. To so provide would entail a break in each shift of some two hours; the hour break prior to the Parkin Hours proved insufficient for staff to return to their homes and this would still apply. The Respondents were convinced that the only practical alternative was that adopted by the Parkin Inquiry which provided a short shift rest break during which employees could consume food brought by them to work or purchased in the local canteens and the resultant earlier finish to the shift. Once again the Claimants' aim was to take the August agreement and remove from it all clauses which the Claimants had conceded at that time and continue to apply all clauses conceded by the Respondents.

Finally the Respondents submitted that:—

- (i) A return to the hours and conditions applicable before the August 1965 agreement would have the effect of reducing productivity at a time of increasing tonnages with resultant port congestion as a permanent feature.
 - (ii) The existing arrangements freely negotiated by the Respondents and the Claimants only five months ago had resulted in the abolition of lax and restrictive practices with a corresponding increase in output and efficiency.
- These measures had called for a minimal additional effort by the employees for which financial recognition had been given.
- (iii) Conditions of work in the Republic must themselves be conditioned by what the Republic's economy as a whole could afford and not by an optimum which the employees desired. Whilst a general reduction in working hours might be an acceptable target for the future, any lowering of output in the port at the present time could not be justified and would be detrimental to the economic progress of the Republic.

AWARD

5. The Court has given careful consideration to the submissions made by the Parties and is satisfied that the agreement dated 18th August 1965 was signed by the duly accredited Claimants' then General Secretary, Mr. Denis Akumu, who when he signed this agreement was the officially recognized General Secretary.

This agreement has been effective from 23rd August 1965 and adjustments to wages and salaries were effective from 1st August 1965. Although this agreement was freely and voluntarily negotiated the Court is satisfied that the workers should be entitled to a paid half-hour break and so awards. In making this award the Court has taken note of the fact that there is no duration period specified in this agreement.

The agreement of 18th August 1965 will continue in force as the Court is not prepared to vary it in any other respect other than to grant a half-hour paid break as mentioned above. This award does not preclude the Parties from negotiating on it, and/or the agreement dated 18th August 1965, when fresh negotiations take place between them which the Court was informed during the hearing would be carried out in the very near future.

This award shall be with effect from 16th February 1966.

Given in Nairobi this 15th day of February 1966.

SAEED R. COCKAR,
President.

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

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

GAZETTE NOTICE No. 641

THE CROWN LANDS ACT

(Cap. 280)

DETERMINATION OF TEMPORARY OCCUPATION LICENCE

To: *Mussa Hussein, P.O. Londiani.*

NOTICE is hereby given that the Temporary Occupation Licence relating to Plot No. 20/III in the Londiani Township dated the 3rd day of September 1915, is hereby declared forfeited in accordance with the provisions of the Crown Lands Act (Cap. 280).

Notice is also given that the determination of the said licence does not release you from the liability of the payment of any sums due under the said licence.

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

GAZETTE NOTICE No. 642

THE CROWN LANDS ACT

(Cap. 280)

PLOT FOR A PRIVATE DWELLING HOUSE

THE Commissioner of Lands, on behalf of the President of Kenya, gives notice that the plot in Kisumu Municipality, 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, Kisumu, 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, Central Nyanza.

4. Applications must be sent so as to reach the District Commissioner, not later than noon on the 14th day of March 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 the 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 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 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 the purposes of a private dwelling house.

6. The buildings shall not cover more than 50 per centum of the area of the land or such lesser area that may be prescribed by the Local Authority.

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 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 15th day of February 1966.

SCHEDULE

Place.—Kisumu: L.R. 1148/406/L.

Area.—0.772 acre (approximately).

Stand premium.—Sh. 1,850.

Annual rent.—Sh. 370.

Stamp duty.—Sh. 45.

Road charges.—Payable on demand.

GAZETTE NOTICE No. 545

THE CROWN LANDS ACT

(Cap. 280)

PLOTS FOR GARAGE, WORKSHOP OR GODOWN AND
BUSINESS-CUM-RESIDENCE

THE Commissioner of Lands, on behalf of the President of Kenya, gives notice that the plots in Koru 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, Central Nyanza, 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, Central Nyanza, stating the plot required in order of preference.

4. Applications must be sent so as to reach the District Commissioner not later than noon on the 8th day of March 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 1st 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 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 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 Com-

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

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 except with the prior consent in writing of the Commissioner of Lands: no application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 2 has been performed.

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

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

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

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

12. 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.

Special Conditions in respect of Plots on Schedule I

(1) The land and buildings shall only be used for the purpose of a workshop, garage or godown. No residence will be permitted.

(2) The buildings shall not cover more than 90 per cent of the area of the land or such lesser area of the land as may be prescribed by the Local Authority.

Special Conditions in respect of Plots in Schedule II

(1) The land and buildings shall only be used for the purposes of shops combined with residence.

(2) The buildings shall not cover more than 50 per cent of the area of the land or such lesser area as prescribed by the Local Authority in its By-laws.

Dated this 8th day of February 1966.

SCHEDULE No. I

Plots for Workshop, Garage or Godown

Plot No.	Area Acres (Approx.)	Stand Premium	Annual Rent	Road Charges (Initial Contribution)	Survey Fees
8729/2	0-2296	Sh. 800	Sh. 160	Payable on demand.	Sh. 199
8729/3	0-2296	800	160	"	199
8729/4	0-2296	800	160	"	199
8729/5	0-2296	800	160	"	199
8729/6	0-3444	1,000	200	"	199

SCHEDULE No. II

Plots for Business-cum-Residence

Plot No.	Area Acres (Approx.)	Stand Premium	Annual Rent	Road Charges (Initial Contribution)	Survey Fees
8729/9	0-1148	Sh. 1,000	Sh. 200	Payable on demand.	Sh. 191/50
8729/12	0-1148	1,000	200	"	191/50
8729/20	0-0689	600	120	"	191/50
8729/21	0-0689	600	120	"	191/50
8729/22	0-0689	600	120	"	191/50

GAZETTE NOTICE No. 466

THE CROWN LANDS ACT

(Cap. 280)

NAKURU—PLOT FOR LIGHT INDUSTRIAL PURPOSES
INDUSTRIAL PLOT No. 451/LXVIII/16

THE Commissioner of Lands, on behalf of the President, gives notice that a plot in Nakuru 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, Nakuru, or may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 3 per copy, post free.

3. Applications should be submitted to the Commissioner of Lands, Nairobi, through the Town Clerk, Nakuru. Applications must be sent so as to reach the Town Clerk, Nakuru, not later than noon on 4th March 1966.

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

5. Applicants must enclose with their applications their cheque for Sh. 1,000 drawn on the applicant's own banking account (no other cheque 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 a plot within a period of 14 days, as required in paragraph 6 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 6 below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

6. The allottee shall pay to the Commissioner of Lands within 14 days of notification that his application has been approved the assessed stand premium and proportion of annual rent, together with the survey fees, the 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.

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

General Conditions

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

2. The grant will be made under the Crown Lands Act (Cap. 280 of the Laws of Kenya), and the title will be issued under the Registration of Titles Act (Cap. 281). The term of the grant will be 99 years from the first day of the month following the notification of the approval of the application.

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 a godown, workshop or garage and the construction of the drainage system in conformity with such plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner:

Provided that if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but

without prejudice to any right of action or remedy of President or the Commissioner in respect of any antecedent breach of any condition herein contained.

3. The grantee shall at his own expense suitably connect the said drainage system and also the water supply system with any town drainage and/or town water supply system when in the opinion of the Local Authority the latter systems are so far completed as to enable the grantee to do so.

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

5. Should the grantees give notice in writing to the Commissioner of Lands that they 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 grantees 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 grantees 25 per centum of the said stand premium. In the event of the notice being given after the expiration of the said building period no refund shall be made.

6. The land and buildings shall only be used for workshops, garages and godown purposes.

7. The buildings shall not cover more than 90 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.

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

9. The grantee shall not subdivide the land.

10. The grantee shall not sell, transfer, sublet, charge or part with the possession of the land or any part thereof or any buildings thereon except with the prior consent in writing of the 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 elected mains of all descriptions, whether overhead or underground, and the grantees 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.

SCHEDULE

Plot No.—451/LXVIII/16.

Area.—0.551 acre (approximately).

Stand premium.—Sh. 4,400.

Annual rent.—Sh. 880.

Road charges.—On demand.

Survey fees.—Sh. 199.

GAZETTE NOTICE No. 467

THE CROWN LANDS ACT

(Cap. 280)

NANYUKI—PLOTS FOR PRIVATE RESIDENTIAL PURPOSES

THE Commissioner of Lands gives notice that the plots in Nanyuki 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, Nanyuki, 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, Nanyuki, stating the plot required in order of preference in Nanyuki.

4. Applications must be sent so as to reach the District Commissioner, Nanyuki, not later than noon on 4th March 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.
- (d) Application forms may be obtained from the offices of both the District Commissioner, Nanyuki, and the Township Superintendent.

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 the 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 months of the commencement of the term submit in triplicate to the Local Authority and the Commissioner of Lands plans (including blockplans 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 conditions 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/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 premium. In the event of the notice being given after the expiration of the said building period no refund shall be made.

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

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

7. The grantee shall not subdivide the land.

8. The grantee shall 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.

9. 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.

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

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

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

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

Dated at Nairobi this 8th day of February 1966.

SCHEDULE

Section No.	Plot No.	Area Acres Approx.	Stand Premium	Annual Rent	Road Charges (Initial Contribution)	Survey Fees
XIV	4	7.45	Sh. 2,300	Sh. 460	On demand	Sh. 731
XIV	8	5.25	1,840	368	„	731

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	0.0666	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. 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.

GAZETTE NOTICE No. 643

THE TRUST LAND ACT

(Cap. 288)

NOTICE

To: *Surain Singh, P.O. Box 26, Bungoma.*

WHEREAS by a Grant registered on 23rd March 1960, all that piece of land situated in Bungoma Township of Kenya containing by measurement 0.0735 of an acre or thereabouts that is to say Land Reference No. 8012/109 which said piece of land is delineated on the plan annexed to the said grant and more particularly on Land Survey Plan No. 74438 deposited in the Survey Records Office at Nairobi, was granted unto Surain Singh of P.O. Box 26, Bungoma, to hold for the term of 33 years from 1st October 1959, at an annual rent of Sh. 152 and subject (*inter alia*) to the following special condition namely:—

(1) The grantee shall erect complete for occupation within 18 months of the commencement of the term buildings of approved design on proper foundations constructed of stone, burnt-brick or concrete with roofing of tiles or other permanent materials approved by the Provincial Commissioner and shall maintain the same (including the external paint-work) in good and substantial tenantable repair and condition.

I hereby give you notice that a breach has been committed of the said condition and that it is my intention after one month from the publication of this notice to commence an action in the High Court for the recovery of the plot and amounts outstanding in respect of annual rent for the years 1961-1966 amounting to Sh. 912.

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

GAZETTE NOTICE No. 644

EAST AFRICA HIGH COMMISSION 4 PER CENT
STOCK 1972/74

FOR the purpose of preparing the payments of interest due on 15th April 1966, the balance of the several accounts in the Local Register of the above Stock will be struck on the evening of 15th March 1966, after which date the Stock will be transferable ex dividend.

Dated this 12th day of February 1966.

R. P. HUMPHREY,
*Chief Accountant,
East African Posts and Telecommunications
Administration.*

GAZETTE NOTICE No. 645

EAST AFRICAN RAILWAYS AND HARBOURS

NOTICE

Tariff Book No. 4

Correction Slip No. 8 containing amendments to Parts 1 and 2 of Tariff Book No. 4 has now been published and is in the process of distribution to all registered holders of the Tariff Book. This correction slip contains all amendments to the Tariff made since publication of Correction Slip No. 7.

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

Nairobi,
February 1966.

G. G. GEDDES,
for General Manager.

GAZETTE NOTICE No. 646

THE LIQUOR LICENSING ACT

(Cap. 121)

THIKA LIQUOR LICENSING COURT

NOTICE is hereby given that the first statutory meeting of the Thika 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, Thika, 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.

Thika,
12th February 1966.

C. KISAKA,
*President,
Thika Liquor Licensing Court.*

GAZETTE NOTICE No. 647

THE LIQUOR LICENSING ACT

(Cap. 121)

THIKA LIQUOR LICENSING COURT

DULY authorized by the Provincial Commissioner, Central Province, Nyeri, a special meeting of the Thika Licensing Court will be held in the District Commissioner's Board Room, Thika, on Monday, 7th March 1966, at 10 a.m., to consider the following applications:—

NEW APPLICATION

Proprietary Club Liquor Licence

Messrs. Squeeze Night Club, Plot No. 57, Section IV, P.O. Box 50, Thika.

RENEWAL

General Liquor Licence

Messrs. Red Lion, Plot No. L.R. 5904, Ruiru, P.O. Box 67, Ruiru.

*President,
Liquor Licensing Court, Thika.*

GAZETTE NOTICE No. 648

THE LIQUOR LICENSING ACT

(Cap. 121)

MACHAKOS LIQUOR LICENSING COURT

NOTICE is hereby given that the next statutory meeting of the Machakos Liquor Licensing Court will be held in the Masaku County Council Chamber, on Monday, 9th May 1966, at 10 a.m.

All applications for grant, renewals and transfers must reach the District Commissioner's Office on or before 25th March 1966.

All applicants for new licences must appear in person or by advocate before the Licensing Court.

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

GAZETTE NOTICE No. 649

THE LIQUOR LICENSING ACT

(Cap. 121)

NYANDARUA LIQUOR LICENSING COURT

DULY authorized by the Provincial Commissioner, Central Province, the following application will be considered at the special meeting of the Nyandarua Liquor Licensing Court to be held in the Urban Council Hall, Thomson's Falls, on Monday, 14th March 1966, at 10 a.m.:—

RENEWAL

Messrs. B.E.A. Saw Mills Ltd., Bamboo Forest Road, South Kinangop, P.O. Box 321, Nairobi.

J. AKIBAYA,
*President,
Nyandarua Liquor Licensing Court.*

GAZETTE NOTICE No. 547

THE LIQUOR LICENSING ACT

(Cap. 121)

NAIROBI LIQUOR LICENSING COURT

THE next statutory meeting of the Nairobi Liquor Licensing Court will be held in the District Commissioner's office, Nairobi Area, Kenyatta Avenue, Nairobi, on Monday, 9th May 1966, at 9 a.m.

Applications to be considered at this meeting, whether for new licences, transfers, removals or renewals, must be received in the office of the District Commissioner, Nairobi Area, P.O. Box 30124, Nairobi, not later than 25th March 1966, on the appropriate form with a Sh. 10 revenue stamp affixed. Any application not received by this date may only be considered if it is received before 9th April 1966, and on payment of an additional fee of Sh. 150.

Applicants for new licences, transfers and removals must appear in person or by an advocate before the Liquor Licensing Court. Attendance in Court of applicants for renewals of licences is optional unless there are objections in which case attendance is desirable.

Applicants are advised to submit their applications by registered post.

Nairobi,
4th February 1966.

W. K. MARTIN,
*President,
Nairobi Liquor Licensing Court.*

GAZETTE NOTICE No. 650

THE LIQUOR LICENSING ACT
(Cap. 121)

TAITA LIQUOR LICENSING COURT

DULY authorized by the Provincial Commissioner, Coast Province, a special meeting of the Taita Liquor Licensing Court will be held in the District Commissioner's Office, Taita District, Wundanyi, on Thursday, 10th March 1966, to consider the following new application:—

Hotel Liquor Licence

Messrs. Glen Cottor Camps Ltd., P.O. Box 4191, Nairobi, in respect of their Camp known as Tsavo Tsafaris in the Tsavo National Park.

L. D. GALGALO,

Wundanyi,
10th February 1966.

Chairman,
Taita Liquor Licensing Court.

GAZETTE NOTICE No. 651

THE LIQUOR LICENSING ACT
(Cap. 121)

BUNGOMA LIQUOR LICENSING COURT

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

All applications for new licences, late renewals, conversion and transfers of existing licences must reach to the District Commissioner's Office, Bungoma, on or before 21st March 1966, with a Sh. 10 revenue stamp affixed to each application on appropriate form correctly filled.

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.

P. G. GITONGA,

Bungoma,
8th February 1966.

President,
Bungoma Liquor Licensing Court.

GAZETTE NOTICE No. 652

THE LIQUOR LICENSING ACT
(Cap. 121)

NYERI LIQUOR LICENSING COURT

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

Applications to be considered at this meeting, whether for new licences, transfers, removal or renewals, must be received in the Office of the District Commissioner, Nyeri, P.O. Box 32, Nyeri, not later than 25th March 1966, and should be submitted on the appropriate form, in triplicate, with a Sh. 10 revenue stamp affixed on the original. Any application not received by this date may only be considered if it is received on or before 9th April 1966, and on payment of an additional fee of Sh. 150.

Applicants for new licences, transfers and removals must appear in person or by an advocate before the Liquor Licensing Court. Attendance in Court of applicants for renewal of licences is optional unless there are objections, in which case attendance is desirable.

Applicants are advised to submit their applications by registered post.

J. H. KAHARA,

Nyeri,
10th February 1966.

President,
Nyeri Liquor Licensing Court

GAZETTE NOTICE No. 653

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. 227 OF 1965

By Surajben w/o Purshottam Patel of Kapenguria in Kenya, the widow of the deceased, through Messrs. Patel and Patel, advocates of Nairobi, for a grant of letters of administration intestate of the estate of Purshottambhai Marghabhai Patel of Kapenguria in Kenya, who died at Kamatira, Mnagei Location in Kenya, on the 2nd day of February 1962.

(2) CAUSE No. 244 OF 1965

By Bachan Kaur of Nairobi in Kenya, the widow of the deceased, through G. S. Vohra, Esq., advocate of Nairobi, for a grant of letters of administration intestate of the estate of Parkash Singh Uppal of Nairobi in Kenya, who died at Nairobi aforesaid on the 12th day of June 1965.

(3) CAUSE No. 43 OF 1966

By Avtar Singh s/o Inder Singh of P.O. Box 1593, Nairobi in Kenya, the brother of the deceased, through Messrs. Akram and Ismail, advocates of Nairobi, for a grant of letters of administration intestate of the estate of Arjan Singh s/o Inder Singh of Nairobi in Kenya, who died in India, on the 15th day of June 1963.

(4) CAUSE No. 44 OF 1966

By Barclays Bank D.C.O. of Nairobi in Kenya, the executors named in the will of the deceased, through Messrs. Shapley, Barret, Marsh and Co., advocates of Nairobi, for a grant of probate of the will of Charles Laurence Williams of Nairobi in Kenya, who died at Nairobi aforesaid on the 27th day of October 1965.

(5) CAUSE No. 45 OF 1966

By the Standard Bank Limited of P.O. Box 30299, Nairobi in Kenya, the duly constituted lawfully appointed attorneys of Susarah Blanche and Jan Stephanus Blanche, the executors and trustees 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 Jan Stephanus Blanche of 15A Viljoen Street, Middelburg in South Africa, who died at Pretoria in South Africa, on the 28th day of November 1964.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before the 8th day of March 1966.

M. F. PATEL,

Nairobi,

Deputy Registrar,

18th February 1966.

High Court of Kenya, Nairobi.

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

GAZETTE NOTICE No. 654

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

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

(1) CAUSE No. 44 OF 1963

By the Standard Bank Limited of Nairobi in Kenya, the attorney of Neville Mary Battersby Rowan of Kaptagat in Kenya, Robert Hugh Foster of Kaptagat aforesaid, Francis John Foster of Kaptagat aforesaid and Mary Zoe Beaufort Rooken-Smith of Timau in Kenya, the grandchildren of the deceased, through Messrs. Hamilton, Harrison and Mathews, advocates of Nairobi, for a grant of letters of administration *de bonis non* of the estate of the late Lilian Rachel Foster of Tiwi, south of Mombasa in Kenya, who died on the 11th day of March 1963, at Mombasa in Kenya.

(2) CAUSE No. 5 OF 1966

By Kombo bin Mwidani bin Bwana Obo bin Hamadi of Kwa Jomvu, Mombasa in Kenya, the maternal uncle of the deceased, through K. M. Pandya, Esq., advocate of Mombasa in Kenya, for a grant of letters of administration intestate of the estate of the late Maryam binti Mohamed of Mombasa aforesaid, who died in October 1965, at Dar es Salaam in Tanzania.

(3) CAUSE No. 6 OF 1966

By Rehmatbai Hassanali of Mombasa in Kenya, the daughter of the deceased, through K. M. Karimbhai, Esq., advocate of Mombasa aforesaid, for a grant of letters of administration intestate of the estate of the late Hassanali Ebrahimji of Mombasa aforesaid, who died on the 21st day of May 1965, at Mombasa aforesaid.

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 8th day of March 1966.

VIJAY KAPILA,

Mombasa,

Deputy Registrar,

2nd February 1966.

High Court of Kenya,
Law Courts, Mombasa.

GAZETTE NOTICE No. 655

RUDOLPH EBENEZER MASON ANDERSON, DECEASED

TAKE NOTICE that all persons having any claims against the estate of the above-named deceased late of Nairobi, who died on 13th December 1965, at Nairobi, are requested to lodge and prove details thereof with the undersigned on or before 30th April 1966, after which date the executors will distribute the above estate having regard only to valid claims then notified.

Dated this 4th day of February 1966.

HAMILTON HARRISON & MATHEWS,
Advocates for the Executors,
P.O. Box 30333, Nairobi.

GAZETTE NOTICE No. 656

FRANCIS WILLIAM ALLEN, DECEASED

TAKE NOTICE that all persons having any claims against the estate of the above-named deceased late of P.O. Box 9575, Nairobi, who died on 31st May 1965, at Hammersmith, London, England, are requested to lodge and prove details thereof with the undersigned on or before 30th April 1966, after which date the executrix will distribute the above estate having regard only to valid claims then notified.

Dated this 9th day of February 1966.

HAMILTON HARRISON & MATHEWS,
Advocates for the Executrix,
P.O. Box 30333, Nairobi.

GAZETTE NOTICE No. 657

JAMES HENRY HARRISON, 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 James Henry Harrison of Limuru in Kenya, who died on the 13th day of May 1965, at Nairobi, is hereby required to send particulars in writing of his or her claim or interest to the undersigned before the 15th day of May 1966, after which date the administratrix will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which she shall have had notice and will not as respects the property so distributed be liable to any person of whose claim she shall not have had notice.

Dated the 10th day of February 1966.

KAPLAN & STRATTON,
Advocates,
Queensway House, York Street,
P.O. Box 111, Nairobi.

GAZETTE NOTICE No. 658

ROLAND GORBOLD, 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 Roland Gorbold of Devoran Martlett Road, Minehead, Somerset, and formerly of Kenya, who died at The Poplars, Moulton, Northamptonshire, on 2nd August 1965, is hereby required to send particulars in writing of his or her claim or interest to Barclays Bank D.C.O., Trustee Department, P.O. Box 30356, Nairobi, before 1st May 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 15th day of February 1966.

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

GAZETTE NOTICE No. 659

MRS. MARGUERETE LOEW, 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 Mrs. Marguerete Loew of Louise Decker Memorial Homes, who died at Nairobi Hospital on 13th 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 24th 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 16th day of February 1966.

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

GAZETTE NOTICE No. 660

IN THE HIGH COURT OF KENYA AT NAIROBI

IN BANKRUPTCY CAUSE No. 69 OF 1960

Re: *Shivji Ramji Patel, bankrupt*

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

Dated this 17th day of February 1966.

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

GAZETTE NOTICE No. 661

THE BANKRUPTCY ACT

(Cap. 53)

IN THE HIGH COURT OF KENYA AT NAIROBI

IN BANKRUPTCY CAUSE No. 36 OF 1957

Re: (1) *Osman Abdul Rehman Mahatay*, (2) *Mohamed Ismail Samnakay*, formerly trading as *The Bombay United Trading Co., debtors*

THE above-named bankrupt No. 2 Mohamed Ismail Samnakay, having applied to the Court for modification, review or to substitute the Court's Order dated the 7th day of June 1963, suspending the discharge of the bankrupt No. 2 until a dividend of Sh. 2/50 in the £ has been paid to his creditors, the Court has fixed Friday, the 25th day of March 1966, at 10.30 o'clock in the forenoon, at Law Courts, Nairobi, for hearing the application. (The above-named bankrupt No. 1, Osman Abdul Rehman Mahatay, died at Nairobi on 4th February 1965.)

Nairobi,
16th February 1966.

O. J. BURNS,
Deputy Official Receiver.

GAZETTE NOTICE No. 662

THE BANKRUPTCY ACT

(Cap. 53)

ORDER MADE ON APPLICATION FOR DISCHARGE

Debtor's name.—Gulabchand Ramji.

Address.—P.O. Box 155, Embu.

Description.—Unemployed.

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

No. of matter.—B.C. 91 of 1961.

Date of order.—28th January 1966.

Date of issue.—12th February 1966.

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

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

GAZETTE NOTICE No. 663

THE BANKRUPTCY ACT

(Cap. 53)

NOTICE OF DIVIDEND

Debtors' names.—(1) Lal Singh s/o Gohar Singh, (2) Chanan Singh s/o Lal Singh, (3) Raonak Singh s/o Lal Singh, (4) Harnam Singh s/o Lal Singh, (5) Kehar Singh s/o Lal Singh, all formerly trading as B.E.A. Timber Company, debtors.

Address.—P.O. Box 583, Nairobi.

Description.—Traders.

Court.—High Court of Kenya at Nairobi.

No. of matter.—B.C. 104 of 1960.

Amount per £ joint estate.—Preferential claims: Sh. 1/49 in the £ to the ordinary creditors.

Amount per £:—

Joint estate.—Preferential claims: Sh. 1/49 in the £ to the ordinary creditors.

Separate estate of Charan Singh.—Sh. 13 in the £ on preferential claims.

First or final or otherwise.—First.

When payable.—23rd February 1966.

Where payable.—At my office, Harambee Avenue, P.O. Box 30031, Nairobi.

Nairobi,
17th February 1966.

O. J. BURNS,
Deputy Official Receiver.

GAZETTE NOTICE No. 664

THE BANKRUPTCY ACT

(Cap. 53)

NOTICE OF DIVIDEND

Debtor's name.—Natubhai Kashibhai Patel, formerly a partner in the firm of Central Auto Spares.

Address.—P.O. Box 6128, Nairobi.

Description.—Trader.

Court.—High Court of Kenya at Nairobi.

No. of matter.—B.C. 27 of 1960.

Amount per £.—Sh. 1.

First or final or otherwise.—First and final.

When payable.—23rd February 1966.

Where payable.—At my office, Harambee Avenue, P.O. Box 30031, Nairobi.

Nairobi,
14th February 1966.

O. J. BURNS,
Deputy Official Receiver.

GAZETTE NOTICE No. 665

THE BANKRUPTCY ACT

(Cap. 53)

NOTICE OF DIVIDEND

(Summary Case)

Debtor's name.—Menelaos John Zambetakis.
Address.—c/o Paterson Tod, Esq., advocate, P.O. Box 350, Nakuru. (Formerly residing at Kampi Ya Moto.)
Description.—Employee.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 6 of 1964.
Amount per £.—Sh. 6.
First or final or otherwise.—First.
When payable.—1st March 1966.
Where payable.—At my office, Harambee Avenue, P.O. Box 30031, Nairobi.

Nairobi,
 18th February 1966.

O. J. BURNS,
 Deputy Official Receiver.

GAZETTE NOTICE No. 666

THE BANKRUPTCY ACT

(Cap. 53)

NOTICE OF DIVIDEND

(Summary Case)

Debtor's name.—Mavji Ramji Koria.
Address.—P.O. Box 11257, Nairobi.
Description.—Trader.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 10 of 1957.
Amount per £.—Sh. 2/75.
First or final or otherwise.—First and final dividend.
When payable.—8th March 1966.
Where payable.—At my office, Harambee Avenue, P.O. Box 30031, Nairobi.

Nairobi,
 17th February 1966.

O. J. BURNS,
 Deputy Official Receiver.

GAZETTE NOTICE No. 667

THE BANKRUPTCY ACT

(Cap. 53)

NOTICE OF INTENDED DIVIDEND

Debtor's name.—Victor Cawley, debtor (now deceased).
Address.—P.O. Box 70, Nakuru (formerly of Kitale).
Description.—Farmer.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 23 of 1956.
Last day for receiving proofs.—17th March 1966.
Trustee's name.—Official Receiver.
Address.—P.O. Box 30031, Nairobi.

Nairobi,
 17th February 1966.

O. J. BURNS,
 Deputy Official Receiver.

GAZETTE NOTICE No. 668

THE BANKRUPTCY ACT

(Cap. 53)

NOTICE OF INTENDED DIVIDEND

Debtor's name.—Charan Singh s/o Sher Singh, formerly trading as C. S. Sohal and Partners.
Address.—P.O. Box 2819, Nairobi.
Description.—Contractor.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 95 of 1960.
Last day for receiving proofs.—8th March 1966.
Trustee's name.—Official Receiver.
Address.—P.O. Box 30031, Nairobi.

Nairobi,
 14th February 1966.

O. J. BURNS,
 Deputy Official Receiver.

GAZETTE NOTICE No. 669

THE BANKRUPTCY ACT

(Cap. 53)

NOTICE OF INTENDED DIVIDEND

Debtor's name.—Hendrick Willem Storm.
Address.—P.O. Box 50, Mombasa.
Description.—Employee.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 16 of 1959.
Last day for receiving proofs.—10th March 1966.
Trustee's name.—Official Receiver.
Address.—P.O. Box 30031, Nairobi.

Nairobi,
 18th February 1966.

O. J. BURNS,
 Deputy Official Receiver.

GAZETTE NOTICE No. 670

THE BANKRUPTCY ACT

(Cap. 53)

NOTICE OF INTENDED DIVIDEND TO PREFERENTIAL CREDITORS

Debtor's name.—John Ogilvy Johnstone Bamber.
Address.—P.O. Box 42, South Kinangop.
Description.—Farmer.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 9 of 1962.
Last day for receiving proofs.—8th March 1966.
Trustee's name.—Official Receiver.
Address.—P.O. Box 30031, Nairobi.

Nairobi,
 14th February 1966.

O. J. BURNS,
 Deputy Official Receiver.

GAZETTE NOTICE No. 671

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF FALCON ESTATE LIMITED

(In Voluntary Winding Up)

NOTICE

NOTICE is hereby given that the final general meeting of the Company will be held at Silopark House, Queensway, Nairobi, on Monday, 14th March 1966, at 10 a.m., for the purposes specified in section 283 of the Companies Act.

Dated this 12th day of February 1966.

P. M. JOHNSON,
 Liquidator,
 P.O. Box 92, Nairobi.

GAZETTE NOTICE No. 672

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF KAROA ESTATES LIMITED

(In Voluntary Liquidation)

NOTICE

NOTICE is hereby given, pursuant to section 283 of the Companies Act (Cap. 486), that a general meeting of the above-named Company will be held at the office of Queensway Trustees Limited, Queensway House, York Street, Nairobi, on Thursday, 17th March 1966, at 9 o'clock in the forenoon precisely, for the purpose of having an account laid before the members and to receive the report of the liquidators showing how the winding up has been conducted and the property of the Company disposed of, and of hearing any explanation that may be given by the liquidators.

Dated this 14th day of February 1966.

F. A. WALSHAW,
 I. R. LESLIE,
 Liquidators,
 P.O. Box 30158, Nairobi.

GAZETTE NOTICE No. 673

IN THE HIGH COURT OF KENYA AT MOMBASA

IN MOMBASA WINDING-UP PROCEEDINGS No. 1 OF 1965

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF PORT REITZ PROPERTIES LIMITED

(In Liquidation)

NOTICE OF WINDING-UP ORDER

Name of Company.—Port Reitz Properties Limited.
Address of registered office of the Company.—Ndia Kuu Road, Mombasa.
No. of winding-up.—1 of 1965.
Date of order.—11th February 1966.
Date of presentation of petition.—15th December 1965.
Name and address of provisional liquidator.—The Official Receiver of Kenya, State Law Office, P.O. Box 30031, Nairobi.
Petitioner's advocate.—Messrs. A. B. Patel and Patel, advocates, Mombasa.

Dated at Mombasa this 16th day of February 1966.

A. H. KHAWAJA,
 Deputy Official Receiver (Coast),
 P.O. Box 366, Mombasa.

GAZETTE NOTICE No. 674

THE COMPANIES ACT
(Cap. 486)

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

Kimoro Estates Limited.

East Africa Chemical Corporation Limited.

Dated this 17th day of February 1966.

B. P. PATEL,
Assistant Registrar of Companies.

GAZETTE NOTICE No. 675

THE CO-OPERATIVE SOCIETIES ACT
(Cap. 490)

ADMISSION OF CLAIMS

Fort Hall Stonemasons' Co-operative Society Ltd.

Muthithi Pig Breeders Co-operative Society Ltd.

(Both in Liquidation)

I, being the duly appointed liquidator of the above-named societies, hereby appoint the 28th day of February 1966, as the day on, or before which, creditors of the said societies shall state to me their claim for admission.

Such claims shall be addressed to me at P.O. Box 126, Fort Hall.

Dated this 17th day of January 1966.

D. A. MUNENE,
Liquidator.

GAZETTE NOTICE No. 676

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

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

FIRST SCHEDULE

<i>Name of Society</i>	<i>Date Registration Effected</i>
Emale United Parents' Association	10-2-66
Sabaot Youth Organization	11-2-66
Umuri Welfare Society	12-2-66
Kenya Bathi Age Group Society	14-2-66
Murutu Kithima Association	15-2-66

SECOND SCHEDULE

<i>Name of Society</i>	<i>Date Exemption Effected</i>
Nairobi Cycling Club	10-2-66
Samburu United Club	10-2-66
Shree Cutchi Gujarati Hindu Union Primary	
School Parents' Association	10-2-66
Paa ya Paa	10-2-66

THIRD SCHEDULE

<i>Name of Society</i>	<i>Date of Refusal</i>
Kenya Socialist Students Union	15-2-66

Dated this 17th day of February 1966.

D. J. COWARD,
Registrar of Societies.

GAZETTE NOTICE No. 677

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

<i>Name of Society</i>	<i>Date of Cancellation</i>
Islamic Movement Association	15-2-66

Dated this 17th day of February 1966.

D. J. COWARD,
Registrar of Societies.

GAZETTE NOTICE No. 678

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

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

FIRST SCHEDULE

Kings African Rifles and East African (Kenya) Old Comrades Association to Kenya Armed Forces Old Comrades Association.

SECOND SCHEDULE

European Railway Club, Kisumu, to Victoria Railway Club, Kisumu.

Dated this 17th day of February 1966.

D. J. COWARD,
Registrar of Societies.

GAZETTE NOTICE No. 679

THE SOCIETIES ACT
(Cap. 108)

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

SCHEDULE

Old Siriban Association.

Muthumu Family Education and Welfare Society.

Dated this 17th day of February 1966.

D. J. COWARD,
Registrar of Societies.

GAZETTE NOTICE No. 680

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

Ukamba Traders and Farmers Association.
Bunyore Welfare Society, East Africa.
Bunyore Welfare Society, East Africa, Kakamega Branch.
Bunyore Welfare Society, East Africa, Eldoret Branch.
Kitui Friendly Society.
Karachuonyo Ma-Imbo (West Karachuonyo Association).
Abaluhya Welfare Association, Mombasa.
Central Arab Association.
Julu Nyabango Community, Mombasa.
Abaluhya Peoples' Association, Eldoret Branch.
Hindu Karigar Mandal (Labour Union).
Balmik Bharat Mandal (Balmik Youngmen Association).
Mombasa Ratepayers' Association.

Dated this 17th day of February 1966.

D. J. COWARD,
Registrar of Societies.

GAZETTE NOTICE No. 681

THE TRADE UNIONS ACT

(Cap. 233)

PURSUANT to section 63 of the above-mentioned Act, notice is hereby given that the—

KISUMU DISTRIBUTIVE EMPLOYERS ASSOCIATION

has been registered under the Trade Unions Act on the 15th day of February 1966.

Dated this 16th day of February 1966.

D. J. COWARD,
Registrar of Trade Unions.

GAZETTE NOTICE No. 682

THE TRADE UNIONS ACT

(Cap. 233)

PURSUANT to section 63 of the above-mentioned Act, notice is hereby given that the undermentioned branches of trade unions have been registered under the Trade Unions Act on the 12th day of February 1966:—

Name of trade union.—Transport and Allied Workers Union.
Branch.—Eldoret.

Name of trade union.—Kenya Union of Commercial Food and Allied Workers.

Branches.—Eldoret, Nairobi and Nanyuki.

Dated this 16th day of February 1966.

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

GAZETTE NOTICE No. 683

THE METHODS OF CHARGE (EAPL) BYELAWS, 1962

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

Delivered to the Fuel Storage Tanks at:—

Nairobi South Power Station	No change
Mereroni Power Station	No change
Kisumu Power Station	No change
Eldoret Power Station	No change
Kitale Power Station	Sh. 0.45 increase
Nanyuki Power Station	Sh. 0.97 increase
Kipevu Power Station, Mombasa (furnace oil)	Sh. 0.02 decrease
Meru Power Station	No change.

B. H. KYLE-BOWYER,
Secretary.

GAZETTE NOTICE No. 684

NOTICE OF CHANGE OF NAME

I, Jashbhai Raojibhai Amin, of Mombasa in Kenya, the father and natural guardian of Hitesh heretofore known and called by the surname of Rao, hereby give notice that by a deed poll dated the 8th day of February 1966, duly executed by me for and on behalf of my said son Hitesh, I formally and absolutely renounced and abandoned on behalf of my said son the use of his former surname Rao, and in lieu thereof assumed and adopted on his behalf the surname Raoamin for all purposes, and I hereby request and authorize all persons at all times hereafter to designate, describe and address my said son Hitesh by the surname Raoamin.

Dated at Mombasa this 8th day of February 1966.

JASHBHAIRAOJIBHAI AMIN.

GAZETTE NOTICE No. 685

NOTICE OF CHANGE OF NAME

I, Mohamed Bashir s/o Gulam Kadir of P.O. Box 10890, Nairobi in Kenya, hereby give public notice that I as father and natural guardian of and on behalf of my daughter heretofore called and known as Fatima Sultan, have, by a deed poll dated the 11th day of February 1966, absolutely renounced and abandoned the use of her said name of Fatima Sultan and in lieu thereof assumed and adopted the name of Shamim Akhtar and further that such change is evidenced by the said deed poll duly executed by me and attested.

And, I, for and on behalf of my said daughter, Shamim Akhtar, hereby authorize and request all persons to designate, describe and address her by such assumed name of Shamim Akhtar instead of Fatima Sultan.

Dated at Nairobi this 11th day of February 1966.

MOHAMED BASHIR s/o GULAM KADIR.

GAZETTE NOTICE No. 686

NOTICE OF CHANGE OF NAME

TAKE NOTICE that by a deed poll dated the 29th day of October 1965, Jude Thomas Cordeiro, of P.O. Box 9138, Mombasa in Kenya, heretofore called and known by the name of Joseph Francis Annunciation St. Jude Thomas Cordeiro, absolutely and wholly renounced and abandoned the use of his former first name of Joseph Francis Annunciation St. Jude Thomas and assumed and adopted in lieu thereof the name of Jude Thomas only as his first name for all purposes.

The said Jude Thomas Cordeiro, therefore, hereby authorizes and requests all persons at all times hereafter to designate, describe and address him by his now assumed and adopted name of Jude Thomas only instead of by his former name of Joseph Francis Annunciation St. Jude Thomas.

Dated at Mombasa this 3rd day of November 1965.

NAGIN K. PATEL,
for Nagin Patel & Patel,
Advocates for Jude Thomas Cordeiro.

GAZETTE NOTICE No. 687

NOTICE OF CESSATION OF BUSINESS

NOTICE is hereby given that the business registered and carried on by Ramji Govind Asodia and Keshavji Roghavji Kavia under the business name of Kavia and Asodia Workshop on Pandya Road, Mombasa, has ceased to be carried on as from 31st December 1965, save for the purpose of winding up the said business.

Notice is also given that any person having a claim as creditor against or an interest in the said late partnership business is hereby required to send full and detailed particulars in writing of his or her claim or interest to the undersigned (c/o P.O. Box 602, Mombasa), on or before 28th February 1966, after which date the said partners and/or the said late partnership business will not be liable to any person of whose claim or interest notice shall not have been received on or before the said 28th February 1966.

Dated at Mombasa this 9th day of February 1966.

RAMJI GOVIND ASODIA,
Managing Partner

GAZETTE NOTICE No. 688

DISSOLUTION OF PARTNERSHIP

NOTICE is hereby given that the partnership heretofore subsisting between Jayantilal Fulabhai Patel, Kantibhai Prabhudas Patel, Shashikant Lalajibhai Patel and Bhailalbai Investment Limited carrying on business at Kericho under the firm name and style of Kericho Grocers, has been dissolved by mutual consent, with effect from the 7th day of February 1966, by the retirement therefrom of the said Shashikant Lalajibhai Patel and Kantibhai Prabhudas Patel.

The said business, as from the 8th day of February 1966, is being carried on by the said continuing partners Bhailalbai Investment Limited and Jayantilal Fulabhai Patel under the same firm name or style at the same address.

All debts due and owing by the said partnership business as at the 7th day of February 1966, shall be received and paid by the continuing partners.

Dated at Kericho this 7th day of February 1966.

SHASHIKANT LALAJIBHAI PATEL,
KANTIBHAI PRABHUDAS PATEL,
Retiring Partners.

BHAILALBHAI INVESTMENT LTD.,
JAYANTILAL FULABHAI PATEL,
Continuing Partners.

GAZETTE NOTICE No. 689

DISSOLUTION OF PARTNERSHIP

TAKE NOTICE that, as from the 9th day of January 1966, the partnership business of wines and spirits merchants and grocers carried on under the firm name and style of Ranmal Ala and Company, has been dissolved by mutual consent by the retirement therefrom of one of the partners, viz., Vershi Premchand Shah, as from the said 9th day of January 1966, and the business shall be continued by the remaining partners as before. All assets and liabilities of the said business shall be collected and paid by the continuing partners.

Dated at Nairobi this 3rd day of February 1966.

VERSHI PREMCHAND SHAH,
Retiring Partner.

GULABCHAND POPAT,
CHANDULAL PREMCHAND SHAH,
JIVIBEN PETHRAJ w/o KUMBA MOKAR
AND D/O PETHRAJ MOKAR SHAH,
Continuing Partners.

GAZETTE NOTICE No. 690

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of greengrocers and provisions carried on by Chunilal Anandji Nathwani under the firm name or style of Kashmir Gardens at Plot No. 5, Section No. XXXIX, Oginga Odinga Road, Kisumu, has, as from the 1st day of February 1966, been sold and transferred to Bhanji Manji Limited who will carry on the said business at the same place under the same firm name.

The address of the transferor is P.O. Box 940, Kisumu.

The address of the transferee is P.O. Box 240, Kisumu.

All the debts due to and owing by the transferor in respect of the said business up to and including 31st January 1966, will be received and paid by the transferor. The transferee does not assume nor does it intend to assume any liabilities whatsoever incurred in the said business by the transferor up to and including the said 31st day of January 1966.

Dated at Kisumu this 8th day of February 1966.

P. V. RAICHURA,
for Kohli, Patel & Raichura,
Advocates for the Transferor
and the Transferee.

GAZETTE NOTICE No. 691

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of furniture makers carried on by Gurdial Singh Shemi under the firm name or style of Gurdial Singh Shemi Veneer Furniture Mart at Plot No. L.R. 1148/LV/21, Mumias Road, Kisumu, has, as from the 29th day of January 1966, been sold and transferred to Mayurkant Dhanji Khagram who will carry on the said business at the same place under the firm name of City Furniture Works.

The address of the transferor is P.O. Box 587, Kisumu.

The address of the transferee is P.O. Box 364, Kisumu.

All the debts due and owing by the transferor in respect of the said business up to and including the 28th day of January 1966, will be received and paid by the transferor. The transferee does not assume nor does he intend to assume any liabilities whatsoever incurred in the said business by the transferor up to and including the said 28th day of January 1966.

Dated at Kisumu this 8th day of February 1966.

P. V. RAICHURA,
for Kohli, Patel & Raichura,
Advocates for the Transferor
and the Transferee.

GAZETTE NOTICE No. 692

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of hairdressers and beauty salon carried on by Giovanni Cacchioni under the name and style of Carina on the ground floor of Silopark House on Plot No. L.R. 209/5958, Nairobi, has, with effect from 1st March 1966, been sold and transferred to Jeanette Eleanor Grosen who will carry on the said business in the same place under the same name.

The address of the transferor is P.O. Box 3007, Nairobi, and the address of the transferee is P.O. Box 231, Kiambu.

The transferee does not assume nor does she intend to assume any liabilities incurred up to and including the 28th day of February 1966, and the same will be paid and discharged by the transferor and likewise all debts due to the transferor up to and including the 28th day of February 1966, will be received by the transferor.

Dated this 16th day of February 1966.

ARCHER & WILCOCK,
Advocates for the Transferee
and the Transferor,
Mutual Building,
P.O. Box 10201, Nairobi.

GAZETTE NOTICE No. 693

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of general merchant carried on by Ahmed Salim Bayusuf under his own name at Garissa, Kenya, has, as from the 1st day of December 1965, been sold and transferred to Saleh Ahmed Salim Bayusuf who will carry on the said business at the same address in his own name, Saleh Ahmed Salim Bayusuf.

The address of the transferor is P.O. Box 3, Garissa, Kenya.

The address of the transferee is P.O. Box 3, Garissa, Kenya.

The transferee does not assume nor does he intend to assume any liabilities incurred by the transferor in the said business and the same will be paid and discharged by the transferor up to and including the 30th day of November 1965. All debts due to or owing by the transferor up to and including the 30th day of November 1965, will be received and paid by the transferor.

Dated at Mombasa this 1st day of February 1966.

AHMED SALIM BAYUSUF,
Transferor.

SALEH AHMED SALIM BAYUSUF,
Transferee.

GAZETTE NOTICE No. 694

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of general merchant carried on by Ahmed Salim Bayusuf under his own name at Galole, Coast Province of Kenya, has, as from the 1st day of December 1965, been sold and transferred to Mohamed Ahmed Salim Bayusuf who will carry on the said business at the same address in his own name, Mohamed Ahmed Salim Bayusuf.

The address of the transferor is P.O. Galole, via Malindi.

The address of the transferee is P.O. Galole, via Malindi.

The transferee does not assume nor does he intend to assume any liabilities incurred by the transferor in the said business and the same will be paid and discharged by the transferor up to and including the 30th day of November 1965. All debts due to or owing by the transferor up to and including the 30th day of November 1965, will be received and paid by the transferor.

Dated at Mombasa this 1st day of February 1966.

AHMED SALIM BAYUSUF,
Transferor.

MOHAMED AHMED SALIM BAYUSUF,
Transferee.

GAZETTE NOTICE No. 695

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business heretofore carried on by Mrs. Laxmiben Naranbhai Patel and Thakorabhai Naranbhai Patel under the firm name and style of Vinods Corner at Plot No. 4369, Ngara Road, Nairobi, in the Republic of Kenya, has, with effect from the 2nd day of February 1966, been sold and transferred to Chandulal Fulabhai Patel, Arvindbhai Ashabhai Patel, Arvindbhai Bhikhabhai Desai, Ashabhai Chhotabhai Patel and Chimanbhai Nagarabhai Patel who will carry on the said business at the same place and under the same name and style. The transferees do not assume nor do they intend to assume any liabilities incurred in the said business by the transferors up to and including the 1st day of February 1966, and the same will be paid and discharged by the transferors and likewise all debts due to the transferors up to and including the 1st day of February 1966, will be received by the said transferors.

The address of the transferors is P.O. Box 11205, Nairobi.

The address of the transferees is P.O. Box 10232, Nairobi.

Dated at Nairobi this 14th day of February 1966.

M. D. PATEL,
Advocate for Transferors
and Transferees.

GAZETTE NOTICE No. 696

THE TRANSFER OF BUSINESSES ACT
(Cap. 500)

NOTICE is hereby given that the business heretofore carried on by Vinodbhai Laxmidas Patel and Manubhai Ashabhai Patel under the firm name or style of Turbo Farmers Store at Plot No. 6422/1, Turbo in the Republic of Kenya, has, with effect from the 15th day of November 1965, been sold and transferred to Bhaishankerbhai Upadhyay, Indravadan Bhaishanker Upadhyay and Mahendra Bhaishanker Upadhyay who will carry on the said business at the same place and under the same name and style. The transferees do not assume nor do they intend to assume any liability incurred in the said business by the transferors up to and including the 14th day of November 1965, and the same will be paid and discharged by the transferors and likewise all debts due to the transferors up to and including the 14th day of November 1965, will be received by the said transferors.

The address of the transferors is P.O. Box 1, Turbo.
The address of the transferees is P.O. Box 651, Eldoret.

Dated at Eldoret this 2nd day of February 1966.

K. BALDEV,
for Gautama and Baldev,
Advocates for the Parties concerned.

GAZETTE NOTICE No. 697

MINISTRY OF WORKS, COMMUNICATIONS AND POWER
CENTRAL TENDER BOARD
TENDER NOTICE No. 13/66

TENDERS are invited from direct importers with establishments in Kenya and from suppliers of locally-manufactured materials for supply to the Government of Kenya of the following items:—

- (a) DURING THE PERIOD 1ST JULY 1966, TO 30TH JUNE 1967.
1. *Aluminium Sulphate, kibbled.*—M.O.W.C. & P. specification.
 2. *Chloride of Lime.*—M.O.W.C. & P. specification.
 3. *Disinfectant Fluid, white.*—B.S. 2462.
 4. *Detergent, liquid.*—M.O.W.C. & P. specification.
 5. *Electric Cookers.*—M.O.W.C. & P. specification and B.S. 744.
 6. *Electric Lamps.*—B.S. 161.
 7. *Insecticide.*—M.O.W.C. & P. specification.
 8. *Refrigerators.*—B.S. 922 and 1691 (where applicable).
 9. *Scouring Powder.*—M.O.W.C. & P. specification.
 10. *Toilet and Sanitaryware.*—B.S.S. where applicable.
 11. *Turpentine, mineral.*—B.S. 245.
 12. *Wood Preservative.*—M.O.W.C. & P. specification.
- (b) DURING THE PERIOD 1ST JULY TO 31ST DECEMBER 1966.
13. *Soap.*—M.O.W.C. & P. specification.

Tenderers are required to quote on a price basis only and no figures of estimated off-take will be given. Only those traders who carry the items as normal "stock in trade" should tender. The appointed contractors will be expected to meet all reasonable demands from stocks in hand.

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

Tenderers must state the items for which they require tender documents.

Final time and date for submission of tenders.—9 a.m., 11th March 1966.

GAZETTE NOTICE No. 698

THE NATIONAL ASSEMBLY ELECTIONS
(ELECTIONS) REGULATIONS, 1964
(L.N. 19 of 1964)

POLLING AREAS AND POLLING STATIONS
HOUSE OF REPRESENTATIVES
Elgon Central Constituency

IN EXERCISE of the powers conferred by regulation 6 (3) of the National Assembly Elections (Elections) Regulations, 1964, the Supervisor of Elections hereby gives notice that for the purpose of the forthcoming election to the House of Representatives in respect of the Elgon Central Constituency the Schedule to Gazette Notice No. 450 of 1966 is amended by adding the following new entries in their appropriate columns:—

Letters and Number of Polling Area	Reg. Unit in Polling Area	Polling Station
BGA 38	2573	Musikoma School

Dated this 18th day of February 1966.

D. M. MBELA,
Supervisor of Elections.

GAZETTE NOTICE No. 699

THE CENTRAL PROVINCE PROVINCIAL COUNCIL
ELECTIONS (ELECTIONS) REGULATIONS, 1965
(C.P.L.N. No. 1 of 1965)

APPOINTMENT OF SUPERVISOR OF ELECTIONS
CENTRAL PROVINCE PROVINCIAL COUNCIL

IN EXERCISE of the powers conferred by regulation 3 of the Central Province Provincial Council Elections (Elections) Regulations, 1965, I hereby appoint the person named below (whether by name or by office), to be Supervisor of Elections, for elections to the Central Province Provincial Council.

THE PROVINCIAL COMMISSIONER, CENTRAL PROVINCE

Dated this 11th day of February 1966.

L. K. NGURETI,
Chairman,
Central Province Provincial Council.

GAZETTE NOTICE No. 700

THE COUNTY COUNCIL OF TURKANA
THE LOCAL GOVERNMENT ELECTIONS RULES, 1965

IN EXERCISE of the powers conferred by section 5 (2) of the Local Government Elections Rules, 1965, I hereby appoint the following officers Deputy Returning Officers for the purpose of Turkana County Council election to be held in March 1966:—

District Officer, North Turkana, Lokitaung.
District Assistant, South Turkana, Lokori.

J. K. KIRUI,
District Commissioner, Turkana,
Returning Officer.

GAZETTE NOTICE No. 701

THE COUNTY COUNCIL OF TURKANA
THE LOCAL GOVERNMENT (ELECTIONS) RULES, 1963
(L.N. 370 of 1963)

ELECTIONS are to be held of Councillors to serve on the County Council of Turkana for the following electoral areas:—

1191 Loitanit	1 Seat
1189 Lokitaung	1 Seat
1192 Lokichogio	2 Seats
1194 Kakuma	2 Seats
1195 Lodwar	1 Seat
1196 Kangatosa	2 Seats
1200 Lokichar	1 Seat
1203 Kangetet	1 Seat
1202 Lobokat	1 Seat
1205 Lomelo	1 Seat
1198 Lorugum	2 Seats

Nomination day is to be 18th February 1966.

Forms of nomination may be obtained from the District Commissioner's Office, on any office week-day between the hours of nine in the morning and noon.

Elections are to be held on 1st, 2nd and 3rd March 1966.

J. K. KIRUI,
Returning Officer.

GAZETTE NOTICE No. 702

THE COUNTY COUNCIL OF MERU
THE LOCAL GOVERNMENT ELECTIONS RULES, 1963
(L.N. 370 of 1963)

NOTICE is hereby given that the following persons were elected unopposed as Councillors of the undermentioned Councils in the Electoral Areas shown against their names on Saturday 12th February 1966.

Name	Place of Residence	Electoral Area
COUNTY COUNCIL OF EMBU		
1. Lawrence Musungu	Kevote	Gaturi Loc.
2. Danstan Kenneth Mugo Kanyi.	Kanyuambora	Evurori Loc.
MBERE AREA COUNCIL		
1. Abedingo Kagundu Njanguaruko.	Mavuria	Mavuria Loc.
EMBU URBAN COUNCIL		
1. George Mwangi Gilbert Gakinya.	Embu Township	Embu Township
2. Idi Mwangi	Embu Township	Embu Township

J. P. MWANGOVYA,
Returning Officer.
Embu County Council.

GAZETTE NOTICE No. 703

THE CENTRAL PROVINCE PROVINCIAL COUNCIL ELECTIONS (ELECTIONS) REGULATIONS, 1965
(C.P.L.N. No. 1 of 1965)

POLLING AREAS AND POLLING STATIONS PROVINCIAL COUNCIL CONSTITUENCIES

IN EXERCISE of the powers conferred by regulation No. 6 of the Central Province Provincial Council Elections (Elections) Regulations 1965, the Supervisor of Elections for the Central Province hereby gives notice—

- (a) that he has divided each of the Provincial Council Constituencies specified in the first column of the Schedule to this Notice into the several polling areas specified, opposite that constituency, in the third column of the said Schedule, or, where only one polling area is specified opposite any particular constituency, has declared that constituency to be one polling area, and the polling areas are in each case the areas comprised in the registration units specified in the said third column;
- (b) that he has assigned to each of the said polling areas the distinguished letter and number specified, opposite the polling area in the second column of the said schedule;
- (c) that he has appointed, for each of the said polling areas, the place or places specified, opposite the polling area, in the fourth column of the said schedule, as the place or places at which the polling station or polling stations for such polling area shall be established.

SCHEDULE

Constituency of Provincial Council	Letters and Number of Polling Area	Registration Units in Polling Areas	Polling Stations
Mathira	NYI 1 NYI 2 NYI 3 NYI 4 NYI 5	790 791 792 793, 807 794	Magutu P.C.E.A. School Gatondo P.C.E.A. School Kahiraini C.C.M. School Karindundu P.C.E.A. School Kianjogu P.C.E.A. School
North Tetu	NYI 6 NYI 7 NYI 8 NYI 9 NYI 10	795 796 798 797 806	Kiriti D.E.B. School Ihururu P.C.E.A. School Wamagana C.C.M. School Kagumo D.E.B. School Nyeri U.D.C. Social Hall
South Tetu	NYI 11 NYI 12 NYI 13 NYI 14	799 800 801 802	Chief's Office, Lower Muhito Kerundi P.C.E.A. School Muthuthiini C.C.M. School Gachuki Mundu C.C.M. School
Othaya	NYI 15 NYI 16 NYI 17	803 804 805	Mahiga P.C.E.A. School Gatuiyana C.C.M. School Kagongo A.C. School
Kieni	NYI 18 NYI 19 NYI 20 NYI 21	3969 970, 971A 971 2972	(1) Nanyuki Saw Mills (2) Catholic Mission School, Nanyuki (three miles from Nanyuki on Kiganjo road) (1) Chief's Office, Naro Moru (2) Ndathi Forest Village School (1) C.C.M. Primary School Kiganjo, (2) C.C.M. Primary School, Mweiga C.C.M. Primary School, Belle Vue Estate
Kiine	KGA 1 KGA 5	797 991, 992	Chief's Office, Mururiini Kagio School
Baricho	KGA 2 KGA 3	980 981	Chief's Office, Baricho Chief's Office, Mutitu
Kerugoya	KGA 4 KGA 6	982 993, 994	District Commissioner's Office, Kerugoya Kangai School
Kabare	KGA 7 KGA 11 KGA 12	983 996 990	Chief's Office, Ngekenyi Mdomba Veterinary Station Divisional Office, Wanguru
Kianyaga	KGA 8 KGA 9 KGA 10	984 985 995	Divisional Office, Kianyaga Chief's Office, Kiantugu Murinduko School
Murang'a South ..	MGA 1 MGA 3 MGA 4	880 882 883	Kirwara Youth Centre Kiranga Youth Centre Kireti Youth Centre
Murang'a West ..	MGA 2 MGA 5 MGA 6 MGA 17 MGA 21	881 884 885 896 900	Gacharage D.E.B. School Ndonyo Chege Youth Centre Kangare Youth Centre Chief's Office, Kamenyaini Chief's Office, Kihoiya
Murang'a Central (South) ..	MGA 7 MGA 8 MGA 9 MGA 10 MGA 16	886 887 813, 888 889 895	Muthithi P.C.E.A. School Gakoigo Community Centre Kamahuha Chief's Office Kigumo Divisional Centre Maragua Ridge Settlement Office
Murang'a Central (North) ..	MGA 11 MGA 12 MGA 13 MGA 15 MGA 22	890 891 892 894 901	Kahuro Location Council Hall Kirogo Social Hall Chief's Office, Maragi Chief's Office, Kamberua District Commissioner's Office, Fort Hall
Murang'a North ..	MGA 14 MGA 18 MGA 19 MGA 20	893 897 898 899	Mugera Community Hall Chief's Office, Gikui Chief's Office, Gituge Kiriaini Community Hall
Makuyu	TJA 1	811, 3812	Chief's Office, Makuyu.
Thika Rural	TKA 2 TKA 4	810 2810, 2812	Thika European Primary School Central High School, Thika
Thika Municipality ..	TKA 3	808	Central High School, Thika
Ruiru North	TKA 5	809	Intermediate School, Ruiru
Ruiru South	TKA 6	2809	Chief's Office, Ruiru
Gatundu	KBU 1 KBU 2 KBU 3 KBU 4	951 952 953 954	Ndekei P.C.E.A. School Karatu P.C.E.A. School Kiganjo P.C.E.A. School District Officer's Office

SCHEDULE—(Contd.)

Constituency of Provincial Council	Letters and Number of Polling Area	Registration Units in Polling Areas	Polling Stations
Githunguri	KBU 5 KBU 6 KBU 7	955 956 957	Chief's Centre, Komothai District Officer's Office, Githunguri Kagwe A.I.M. School
Kiambaa	KBU 8 KBU 9 KBU 10	958 959 1286, 1288, 1289, 1290, and 1291	Tinganga D.E.B. School Kiambaa A. C. School A.D.C. Old Social Hall, Kiambu
Kikuyu	KBU 11 KBU 12 KBU 13 KBU 14 KBU 15	3960 961 962 963 1276, 1277, 1279, 1280	Kinoo P.C.E.A. School Karai P.C.E.A. School Ndunyu A.A.C. School Rungiri P.C.E.A. School District Officer's Office, Kikuyu
Limuru	KBU 16 KBU 17 KBU 18 KBU 19 KBU 20 KBU 21	964 965 966 967 1283, 1275 1274	Ngecha P.C.E.A. School Biberioni R.C. Primary School Mukutano P.C.E.A. School Kerita A.I.M. School District Officer's Office, Limuru Forest Station, Kinari
Leshau/Ndaragwa ..	NDA 1	1001, 1002	Ndaragwa Intermediate School
Ol Joro Orok/Dundori	NDA 2 NDA 3	842 1351	Agricultural Station, Ol Joro Orok Dundori School
Ol Kalou	NDA 4 NDA 5 NDA 10	1003 1004 867	Intermediate School, Ol Kalou Settlement Officer's House, Wanjohi Settlement Scheme Alison's Farm, Ol Kalou
North Kinangop ..	NDA 6 NDA 7	866, 848 845	Lombards Farm, North Kinangop District Officer's Office, North Kinangop
South Kinangop ..	NDA 8 NDA 9	846 949, 2847	District Officer's Office, South Kinangop Bamboo Forest Farm, South Kinangop

Dated this 22nd day of February, 1966

P. K. BOIT,
Supervisor of Elections for Central Province Provincial Council

GAZETTE NOTICE No. 704

THE CENTRAL PROVINCE PROVINCIAL COUNCIL ELECTIONS (ELECTIONS) REGULATIONS, 1965
(C.P.L.N. No. 1 of 1965)

APPOINTMENT OF RETURNING OFFICERS AND DEPUTY RETURNING OFFICERS
(Central Province Provincial Council)

IN EXERCISE of the powers conferred by Regulation No. 5 of the Central Province Provincial Council Elections (Elections) Regulations, 1965, the Supervisor of Elections for the Central Province Provincial Council hereby—

- (a) Appoints the persons named (whether by name or by office) in the Third column of the Schedule to this Notice to be returning Officers for the constituencies specified in the Second Column of that Schedule opposite their names, and
- (b) Appoints the persons named (whether by name or by office) in the Fourth column of the Schedule to this Notice to be deputy returning officers for the constituencies specified in the Second Column of that Schedule, opposite their names.

In the Schedule to this Notice the reference to Districts and Constituencies refers to those specified in The Kenya (Regional Assembly Constituencies) Regulations 1963*.

SCHEDULE

District	Constituency	Returning Officer	Deputy Returning Officer
Nyeri District ..	Kieni North Tetu South Tetu Othaya Mathira	District Commissioner, Nyeri District	District Officer I, Nyeri District.
Kirinyaga District ..	Kianyaga Kabare Kiine Baricho Kerugoya	District Commissioner, Kirinyaga District ..	District Officer I, Kirinyaga District
Fort Hall District ..	Murang'a (North) .. Murang'a Central (North) Murang'a Central (South) Murang'a South .. Murang'a West ..	District Commissioner, Fort Hall District ..	District Officer I, Fort Hall District
Thika District ..	Makuyu Thika/Mitubiri .. Thika Municipality .. Ruiru North	District Commissioner, Thika District	District Officer I, Thika District
Kiambu District ..	Ruiru South Gatundu Githunguri/Komothai .. Kiambaa Limuru/Escarpment .. Kikuyu	District Commissioner, Kiambu District	District Officer I, Kiambu District
Nyandarua District ..	Leshau/Ndaragwa .. Ol Joro Orok/Dundori .. Ol Kalou North Kinangop .. South Kinangop ..	District Commissioner, Nyandarua District ..	District Officer I, Nyandarua District.

Dated this 22nd day of February 1966

P. K. BOIT,
Supervisor of Elections for Central Province Provincial Council.

GAZETTE NOTICE NO. 705

THE NAROK COUNTY COUNCIL
CERTIFICATE OF RESULT OF ELECTION

I, the Returning Officer of Narok County Council Elections, do hereby certify that the persons listed in column 1 below were elected for the electoral areas shown in column 2:—

County Council of Narok

<i>Member</i>	<i>Electoral Area</i>
Ntiaput Kamoye (unopposed)	Mosiro.
Shadrack Ololmagiroi (unopposed)	Ildamat.
Katimo Nkukuu (unopposed)	Keekonyokie.
Oloishiru Nairenke (unopposed)	Uasin-Gishu.

Osupuko Local Council

Keeyiai Nkaratui (unopposed)	Mosiro.
Lenkoi Nkoitui (unopposed)	Ololunga/Lemek.
Oltetia Manderia (unopposed)	Osupuko.

Mao Local Council

Oltetia Tanyai (unopposed)	Keekonyokie.
Rakua Kamamia (unopposed)	Melili.
Mishek Tome (unopposed)	Mao.

Kilgoris Local Council

Stanley Lemoiyo (unopposed)	Uasin-Gishu.
Daniel Moya (unopposed)	Uasin-Gishu.
Moses Paipai (unopposed)	Moitanik.
Thomas Merenko (unopposed)	Siria.

Dated at Narok this 5th day of February 1966.

J. A. MWANGI,
Returning Officer.

GAZETTE NOTICE NO. 706

THE COUNTY COUNCIL OF NAROK
CERTIFICATE THAT NO PERSON NOMINATED

I, the Returning Officer of Narok County Council Election, do hereby certify that no person was validly nominated for the electoral areas shown below:—

Narok County Council

Ololunga/Lemek.
 Moitanik.

Dated at Narok this 5th day of February 1966.

J. A. MWANGI,
Returning Officer.

GAZETTE NOTICE NO. 707

LOCAL AUTHORITY ELECTIONS
THE COUNTY COUNCIL OF NAROK

APPOINTMENT OF DEPUTY RETURNING OFFICERS

I, the Returning Officer of Narok County Council Elections, do hereby appoint the following persons to be Deputy Returning Officers for the forthcoming Local Authority elections to be held in the County of Narok:—

J. N. Muiya, District Officer, Kilgoris.
 S. K. Tororey, District Assistant, Kilgoris.

Dated at Narok this 5th day of February 1966.

J. A. MWANGI,
Returning Officer.

GAZETTE NOTICE NO. 708

THE CITY COUNCIL OF NAIROBI
THE LOCAL GOVERNMENT REGULATIONS, 1963
GROGAN ROAD—ONE-WAY STREET

NOTICE is hereby given that on or after the 15th day of March 1966, the City Council of Nairobi, in exercise of the powers conferred upon it by regulation 182 of the Local Government Regulations, 1963, intends to make an Order prohibiting the driving of vehicles on the road specified in the first column of the Schedule to this notice, otherwise than in the direction specified in the second column thereof.

Any person who objects to the making of this Order should address his objection in writing to the Town Clerk so as to be received before 7th March 1966.

SCHEDULE

<i>First Column</i>	<i>Second Column</i>
Grogan Road from Hathi Road to Racecourse Road.	Towards Racecourse Road.
Nairobi, 22nd February 1966.	D. M. WHITESIDE, Town Clerk, City Hall, Nairobi.

GAZETTE NOTICE NO. 709

THE NAROK COUNTY COUNCIL
STATEMENT OF PERSONS NOMINATED

THE following persons have been nominated for election as councillors of the local authority shown in column 1 for the electoral area shown in column 2:—

<i>Names of Persons Nominated</i>	<i>Local Authority</i>	<i>Electoral Area</i>
Ntae Kaka and Elijah Kaiyanka William Ntimama and Solomon Teeka.	County Council County Council	Siria Melili
Jonathan Koin and Ali Samberu	Osupuko Local Council	Loita
Leriam Kedok, Kamakei Kedok and Meteor Malit.	Mao Local Council	Ildamat

An election will accordingly be held.

The voters belonging to the polling areas specified in the first column hereunder may vote only at the polling stations specified in the second column hereunder, and the days and hours for polling at the polling stations shall be those specified in the third column hereunder.

<i>Polling Areas</i>	<i>Polling Stations</i>	<i>Days and Hours of Polling</i>
Siria ..	{ Lolgorien School .. Angata-Barrikoi School .. Kilgoris C.E. School..	5-3-66 and 6-3-66, between 9-00 a.m. and 6-00 p.m.
Melili ..	{ Narok Township .. Olchoro School .. Siyiapei School ..	5-3-66 and 6-3-66, between 9-00 a.m. and 6-00 p.m.
Loita ..	{ Entasekera Chief's Camp .. Morijo School ..	5-3-66 and 6-3-66, between 9-00 a.m. and 6-00 p.m.
Ildamat ..	{ Ololpironito School .. Lentukat .. Lepisioni ..	5-3-66 and 6-3-66, between 9-00 a.m. and 6-00 p.m.

Dated at Narok this 5th day of February 1966

J. A. MWANGI,
Returning Officer.

GAZETTE NOTICE NO. 710

THE LAIKIPIA COUNTY COUNCIL

DRAFT SUPPLEMENTARY VALUATION ROLLS, 1965

*Nanyuki and Thomson's Falls Urban Areas and
 Euaso-Nyiro County Division*

NOTICE is hereby given that whereas no objection to the Draft Supplementary Valuation Rolls, 1965, has been received, the said draft rolls have been signed as certified to that effect in accordance with section 12 (2) of the Valuation for Rating Act and now become the Supplementary Valuation Rolls, 1965, for Nanyuki and Thomson's Falls Urban Areas and Euaso-Nyiro County Division.

J. NDERIRU,
Clerk of the Council,
County Hall,
 Nanyuki,
 11th February 1966. P.O. Box 4, Nanyuki.

GAZETTE NOTICE NO. 711

THE NAKURU AREA COUNCIL

TENDER FOR THE TENANCY OF BEERHALL

TENDERS are invited for the tenancy and operation of the following Beerhall, with effect from 1st April 1966:—

Banita Beerhall.

Forms of tender may be obtained on application to the Clerk of the Council, on depositing the sum of Sh. 400. Deposits will be refunded to the tenderer on receipt of a bona fide tender.

Only tenders on the prescribed form will be considered.

Tenders should be addressed to the undersigned in plain, sealed envelopes, plainly marked—

"Tender—Banita Beerhall"

to be received by him not later than noon on Saturday, 26th March 1966.

The Council does not bind itself to accept the highest or any tender.

L. E. TARPLEE,
Clerk of the Council,
County Hall,
 Nakuru,
 10th February 1966. P.O. Box 138, Nakuru.

GAZETTE NOTICE No. 712

THE MUNICIPAL COUNCIL OF THIKA
KENYA LOCAL GOVERNMENT STAFF COMMISSION

Appointment of Treasurer

Salary scale.—£1,600 to £2,400.

APPLICATIONS are invited for the appointment of Treasurer from persons with long financial experience in Central or Local Government and holding an accountancy qualification.

The appointment will be on contract and in the first instance will be for a period of 18 months. It is hoped that the person appointed will be able to take up the position by 1st April 1966, or soon thereafter.

The salary will be determined by reference to qualifications and experience.

A gratuity of 25 per cent of total earnings will be payable on final termination of employment.

Other benefits include:—

- (1) Unfurnished housing at sub-economic rent.
- (2) Free medical benefits to the officer and a contributory medical scheme to cover dependents.
- (3) Leave at the rate of 42 days per annum which may be accumulated.
- (4) Consideration will be given to a contribution towards removal expenses.

No special form of application is to be used. Applications should be submitted in the candidate's own handwriting giving details of education, qualifications and experience and the names, addresses and designations of two referees, to be received by the undermentioned not later than 28th February 1966.

F. M. NG'ANG'A,

Secretary,

Local Government Staff Commission,
P.O. Box 30004, Nairobi.

NOW ON SALE

OBSERVATIONS ON THE PROPOSED NATIONAL PROVIDENT FUND

SESSIONAL PAPER No. 12 OF 1963/65

Price: Sh. 2 (Postage 30 cts.)

Obtainable from the Government Printer, Nairobi

UNITED NATIONS MISSION TO KENYA ON HOUSING

By

PREPARED FOR THE GOVERNMENT OF KENYA
LAWRENCE N. BLOOMBERG AND CHARLES ABRAMS
(Appointed under the United Nations Programme
of Technical Assistance)

Price: Sh. 5 (Postage 50 cts.)

Obtainable from the Government Printer, Nairobi

IMPORTANT NOTICE TO SUBSCRIBERS TO THE KENYA GAZETTE

SUBSCRIPTION AND ADVERTISEMENT CHARGES INCREASED FROM 1st JANUARY 1966

WITH EFFECT FROM 1st January 1966, rates of subscription to the Kenya Gazette and advertisement charges are as follows:—

	Sh. cts.
Annual Subscription (including postage in East Africa)	120 00
Half-yearly Subscription (including postage in East Africa)	60 00
Single copy without Supplements	1 50
Single copy of any supplement to the Kenya Gazette:—	

	Sh. cts.	Sh. cts.
		Postage in E.A.
Up to 2 pages	0 25	0 15
Up to 4 pages	0 50	0 15
Up to 8 pages	1 00	0 15
Up to 12 pages	1 50	0 15
Up to 16 pages	2 00	0 20
Up to 20 pages	2 50	0 25
Up to 24 pages	3 00	0 25
Up to 28 pages	3 50	0 25
Up to 32 pages	4 00	0 25
Up to 36 pages	4 50	(depending on weight)
Up to 40 pages	5 00	
Each additional 4 pages or part thereof	0 25	

ADVERTISEMENT CHARGES—

	Sh. cts.
Full page	180 00
Full single column	90 00
Three-quarter column	70 00
Half column	50 00
Quarter column or less	30 00

Subscribers to the Kenya Gazette whose subscriptions were still running on 1st January 1966, will continue to receive copies of the Kenya Gazette at the present rates until their current subscription expires. Thereafter, renewal will be at the new rates.

Subscribers and advertisers are advised to remit subscriptions or advertisement charges by cheque, postal order or money order drawn in favour of "The Government Printer, Nairobi". Revenue stamps cannot be accepted. Subscriptions and advertisement charges must be paid in advance.

THE following notes are for the guidance of persons submitting "copy" for inclusion in the Kenya Gazette, Supplements, etc.:—

- (1) Kenya Gazette contains notices of a general nature and which do not affect legislation, and may be submitted direct to the Government Printer.
- (2) Legislative Supplement contains Rules and Regulations which are issued by the Central Government, and must be submitted through the Office of the Attorney-General.
- (3) Bill Supplement contains Bills which are for introduction into the National Assembly only.
- (4) Act Supplement contains Acts passed by the House of Representatives and Senate.

All "copy" submitted for publication should be prepared on one side of a foolscap sheet no matter how small the notice or Act, each page being numbered, and should be typewritten with double spacing. Copy should be clear, legible, and contain a minimum of alterations.

Particular attention should be paid to the following points:—

- (i) Signatures must be clarified by means of rubber-stamping or typing the name of the signer in capital letters.
- (ii) Dates must be correct and filled in where necessary.
- (iii) Care should be taken to ensure that all headings to notices and references to legislation are up to date and conform with the Revised Edition of the Laws of Kenya.

Extract from the Code of Regulations, section D—

Kenya Gazette

D.41. (1) Communications for the Kenya Gazette should reach the Government Printer not later than 9 a.m. on Friday of the week before publication is desired. The Government Printer will not publish communications received after that hour until the next subsequent issue of the Gazette.

(2) It will facilitate work at the Press if Permanent Secretaries will forward Gazette notices to the Government Printer when ready.

It is emphasized that these notes are for guidance only, but it is requested that persons submitting copy for publication first satisfy themselves that such copy is complete in every respect.

J. MAC MILLAN,
Government Printer