



THE KENYA GAZETTE

Published by Authority of the Republic of Kenya

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

Vol. LXVIII—No. 12

NAIROBI, 22nd March 1966

Price: Sh. 1/50

CONTENTS

GAZETTE NOTICES

	PAGE
Appointments, etc.	302
The Commissions of Inquiry Act—Commission ..	302
The Interpretation and General Provisions Act— Temporary Transfers of Powers ..	302
The Estate Duty Act, 1963—Appointment ..	303
The Agriculture Act—Revocation ..	303
The Industrial Training Act—Appointments ..	303
The Local Government Regulations, 1963—Appointments	303
Scheme for Assistance to African Industrialists, Artisans and Businessmen—Appointments ..	303
The Prisons Act—Cancellation ..	303
Civil Aircraft Accident—Inspector's Investigation ..	303
The Courts Act—Appointment ..	304
Kenya Stock ..	304
High Commission Stock ..	304
The National Assembly Elections (Elections) Regulations, 1964—By-election Results, etc. ..	304
The Kenya Military Forces (Constitution and Mis- cellaneous Provisions) Act, 1963—Commissions ..	305
The High Court of Kenya at Mombasa—Easter Vacation Dates ..	305
Vacancies ..	305
The Kenya Meat Commission Act—Appointment ..	307
The Agriculture (Crop Production) Rules—Planting Dates	307
E.A. Railways and Harbours—Tariff Book Amend- ments, etc. ..	308
The Electric Power Act—Public Notice ..	308
The Methods of Charge (EAPL) Byelaws, 1962—Fuel Oil Prices ..	309
The Trade Unions Act—Registration ..	309
The African Christian Marriage and Divorce Act— Licensed Ministers ..	309
The Industrial Court—Awards ..	310

GAZETTE NOTICES—(Contd.)

	PAGE
The Water Act—Applications ..	317
Lost Policies ..	318
Trade Marks ..	318
The High Court of Kenya at Nyeri—Cause List ..	322
The Trust Land Act—Plots at Homa Bay Township ..	323
Liquor Licensing ..	327
Probate and Administration ..	327
Bankruptcy Jurisdiction ..	329
The Companies Act—Winding-up Notices, etc. ..	330
The Societies Act—Registrations, etc. ..	331
Local Government Notices ..	331
Tender ..	331
Business Transfers ..	332
Partnership Dissolutions ..	332
Changes of Name ..	332

SUPPLEMENT No. 22

Bills, 1966

SUPPLEMENT No. 23

Legislative Supplement

LEGAL NOTICE NO.	PAGE
78—The Local Government (South Nyanza Trade Development Joint Board) Order, 1966 ..	109
79—The Local Government (Gusii Trade Develop- ment Joint Board) Order, 1966 ..	113
80—The Local Government (Busia Trade Develop- ment Joint Board) Order, 1966 ..	117
81, 82, 83—The Local Government Regulations, 1963 —Revocations ..	121
84—The Detention Camps Act—Declaration ..	122

GAZETTE NOTICE No. 1006

THE PUBLIC SERVICE COMMISSION OF KENYA

APPOINTMENTS

SAMUEL KAMAKIRU KARIMI to be District Commissioner, Baringo District, Rift Valley Province, with effect from 12th February 1966.

FRANCIS KIPKEMUT CHEROGONY to be District Commissioner, Narok District, Rift Valley Province, with effect from 8th February 1966.

STANLEY THUO to be District Officer, Nairobi Area, with effect from 1st March 1966.

PROMOTION

BERNARD BENEDICT BANGUA to be Deputy Principal Immigration Officer, Immigration Department, Ministry of Home Affairs, with effect from 5th January 1966.

By Order of the Commission.

J. W. MUREITHI,
Secretary.

GAZETTE NOTICE No. 1007

THE COMMISSIONS OF INQUIRY ACT

(Cap. 102)

COMMISSION

WHEREAS it is provided by the Commissions of Inquiry Act that the President may, whenever he considers it advisable, issue a commission appointing one or more commissioners to inquire *inter alia* into the conduct and management of any public body or into any matter into which the inquiry would, in the opinion of the President, be in the public interest:

And whereas I deem it advisable that an inquiry should be made into the matters hereinafter set out:

Now, therefore, I, Jomo Kenyatta, President and Commander-in-Chief of the Armed Forces of the Republic of Kenya, in exercise of the powers conferred upon me by the aforesaid Act and of all other powers hereunto enabling me, do hereby appoint—

W. S. Hardacre, Esq., who shall be Chairman;

The Hon. J. J. Nyagah;

John Mwangi, Esq.;

Dr. Bethwell A. Ogot;

to be a Commission and do hereby authorize the said Commission to inquire into and advise on the reforms necessary to make the local government system in Kenya a more effective instrument for the provision of local services and local development within the framework of national policy and national programmes, and more particularly—

- (a) the composition and constitution of local authorities;
- (b) the mandatory and permissive functions of local authorities;
- (c) whether certain services at present the responsibility of local authorities should be provided by other bodies and, if so, the nature and constitution of such bodies;
- (d) the extent and nature of Central Government control over local authorities;
- (e) the general financial situation of local authorities including their taxation potential and how revenue to meet the cost of services provided by them should be raised and from what sources;
- (f) the extent and nature of Government contributions to local authorities;
- (g) the means of strengthening the quality and security of local government staff, including appointments and discipline;
- (h) allowances (if any) to be made to members of local authorities;
- (i) generally, the means of improving the capacity of local authorities to contribute towards the implementations of the National Development Plan,

and to report the results of such inquiry, the conclusions arrived at and the reasons leading thereto, and to make any recommendations that the Commissioners may consider desirable or necessary.

And I direct that—

- (i) the Commission shall commence its inquiry as soon as the members thereof, or at least two of them, shall be assembled;
- (ii) the Commission shall make its report by the 1st October 1966;

- (iii) the Commission shall normally hold its sittings in Nairobi at such place as the Chairman may by notice in the Gazette specify but shall have power in its discretion to adjourn to any other suitable place to hear evidence or for any other purpose connected with its inquiry;
- (iv) the inquiry shall be held in public unless the Commission, having regard to any exceptional circumstances, considers that any part thereof shall be held in private;
- (v) any two of the aforesaid Commissioners, which number may or may not include the Chairman, shall form a quorum;
- (vi) the Commissioner of Police shall detail police officers to attend upon the Commission for the purpose of preserving order during the proceedings, to serve summonses on witnesses or to perform such ministerial duties as the Commission shall direct;
- (vii) G. W. J. Aston, Esq., shall be Secretary of the Commission; and in case of necessity I hereby authorize the Commission to appoint any suitable person to act temporarily as Secretary to the Commission;
- (viii) the Commission shall in its discretion have power to order that shorthand notes or palantype recording be made of its proceedings, a transcript whereof shall constitute the official record of its proceedings;
- (ix) the Commission shall conform with the following instructions—

- (1) that evidence adversely affecting the reputation of any person, or tending to reflect in any way upon the character or conduct of any person, shall not be received unless the Commission is satisfied it is relevant to the inquiry, and that all reasonable efforts have been made to give such person prior warning of the general nature of the evidence, and that, where no such warning has been given, the general nature of the evidence has been communicated to such person;
- (2) that such person shall be given such opportunity as is reasonable and practicable to be present, either in person or by his advocate, at the hearing of such evidence, to cross-examine any witness testifying thereto, and to adduce without unreasonable delay material evidence in his behalf in refutation of or otherwise in relation to such evidence;
- (3) that hearsay evidence which adversely affects the reputation of any person, or tends to reflect in any way upon the character or conduct of any person, shall not be received;
- (4) that no expression of opinion received in evidence of the character, conduct or motives of any person, except in so far as the Commission considers it essential, for ascertaining the truth of the matter into which they are commissioned to inquire, to depart from such instructions; and
- (5) that in the event of any such departure from such instructions, the Commission shall record its reasons therefor in the record of the inquiry, and shall report thereon, with their reasons therefor, in their report of the inquiry.

Given under my hand and the Public Seal of Kenya this 18th day of March 1966.

JOMO KENYATTA,
President.

GAZETTE NOTICE No. 1008

(CONST. 1/2/21)

THE INTERPRETATION AND GENERAL PROVISIONS ACT

(Cap. 2)

TEMPORARY TRANSFER OF MINISTERIAL POWERS

IN EXERCISE of the powers conferred by section 37 of the Interpretation and General Provisions Act, and of all other powers thereto enabling me, I hereby direct that, during the absence beginning on 18th March 1966, of the Minister for Economic Planning and Development all the powers conferred, and all the duties imposed, upon that Minister by or under any Act shall be had and may be exercised, and shall be performed, respectively, by the Minister for Finance.

Dated this 24th day of February 1966.

JOMO KENYATTA,
President.

GAZETTE NOTICE No. 1009

(CONST. 1/2/21)

THE INTERPRETATION AND GENERAL PROVISIONS ACT

(Cap. 2)

TEMPORARY TRANSFER OF MINISTERIAL POWERS

IN EXERCISE of the powers conferred by section 37 of the Interpretation and General Provisions Act, and of all other powers thereto enabling me, I hereby direct that, during the absence beginning on 16th March 1966, of the Minister for Agriculture and Animal Husbandry all the powers conferred, and all the duties imposed upon that Minister by or under any Act shall be had and may be exercised, and shall be performed, respectively, by the Minister for Finance.

Dated this 16th day of March 1966.

JOMO KENYATTA,
President.

GAZETTE NOTICE No. 1010

(E.D. 1 (B) 20)

THE ESTATE DUTY ACT, 1963

(No. 15 of 1963)

APPOINTMENT

IN EXERCISE of the powers conferred by paragraph 1 of the Second Schedule to the Estate Duty Act, 1963, the Minister for Finance hereby appoints—

PETER JOHN SMITHSON HEWETT

to be a member of the Valuation Appeals Tribunal in place of James Burnip Place.*

Dated this 8th day of March 1966.

J. S. GICHURU,
Minister for Finance.

*G.N. 4402/1964.

GAZETTE NOTICE No. 1011

(CAB. 16/11/173)

THE AGRICULTURE ACT

(Cap. 318)

REVOCATION OF MANAGEMENT ORDER

IN EXERCISE of the powers conferred on the Minister by subsection (10) of section 187 of the Agriculture Act, I hereby revoke the Management Order served on Coast Plantations Limited and made on 11th November 1965, in respect of farm L.R. Nos. 5024/R, 7335, 2859, 1427 and 9402 situated in the Kilifi area of the Kilifi District.

Made this 7th day of March 1966.

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

GAZETTE NOTICE No. 1012

THE INDUSTRIAL TRAINING ACT

(Cap. 237)

APPOINTMENT OF MEMBERS OF THE APPRENTICESHIP BOARD

IN EXERCISE of the powers conferred by subsection (1) of section 4 of the Industrial Training Act (Cap. 237) the Minister for Labour, hereby appoints, with effect from 22nd March 1966—

The Hon. J. Odera-Jowi, M.P., to be the Chairman, and
William Herbert Douglas Keymer, Esq.,
C. Proctor, Esq.,
W. T. Jones, Esq.,
Major F. R. Corner,
G. Onyulo, Esq.,
J. Wameya, Esq.,
Miss Monica Ndambuki,
M. W. Mulema, Esq.,
J. A. Benyon, Esq.,
Col. D. G. Hughes,
P. D. Swan, Esq.,
Raymond Odhuno, Esq.,

to be members of the Apprenticeship Board for a period of three years.

Dated this 17th day of March 1966.

J. GIKONYO KIANO,
Minister for Labour.

GAZETTE NOTICE No. 1013

THE LOCAL GOVERNMENT REGULATIONS, 1963

(L.N. 256 of 1963)

THE LOCAL GOVERNMENT (CENTRAL RIFT TRADE DEVELOPMENT JOINT BOARD) ORDER, 1966

(L.N. 39 of 1966)

APPOINTMENTS TO THE BOARD

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

District Commissioner (*Chairman*); and
Gilbert Owich,
Philip Cheptoo,
Ex-Chief Joel Chemirmir,
Simeone Lesambicha,

to be members of the Central Rift Trade Development Joint Board.

Dated this 11th day of March 1966.

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

GAZETTE NOTICE No. 1014

SCHEME FOR ASSISTANCE TO AFRICAN INDUSTRIALISTS, ARTISANS AND BUSINESSMEN

MOMBASA MUNICIPALITY LOANS COMMITTEE

IT IS hereby notified for general information that the Minister for Commerce, Industry and Co-operative Development has established the Mombasa Municipality Loans Committee and that the following persons have been appointed to serve on this Committee:—

Senator Mandano (*Chairman*).
Kamau Thiongo.
H. G. S. Harrison.
Abdalla Athman Mohamed.
Alderman J. Mambo.
Councillor A. Ali.
Councillor M. A. Ongalo.

Dated this 11th day of March 1966.

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

GAZETTE NOTICE No. 1015

(28/5/45)

THE PRISONS ACT

(Cap. 90)

CANCELLATION OF APPOINTMENT OF A VISITING JUSTICE

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

SALIM MOHAMED BAKHRESSA

as a Visiting Justice to the Prison at Wajir† in the Mandera District, North-Eastern Province.

Dated this 12th day of March 1966.

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

*L.N. 692/63.

†G.N. 1599/63.

GAZETTE NOTICE No. 1016

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 16th March 1966, at North West Slopes of Mount Kenya, to a Hughes 300 Helicopter EI-ACE registered in the name of Transworld Helicopters.

Any persons interested who desire to make representations as to the circumstances or cause of this accident should do so in writing to the Chief Inspector of Accidents, P.O. Box 30163, Nairobi, within 14 days of this notice and should quote the reference CAV/ACC/4/66.

Dated this 17th day of March 1966.

GAZETTE NOTICE No. 1017

THE COURTS ACT

(Cap. 10)

APPOINTMENT OF MAGISTRATE

IN EXERCISE of the powers conferred by section 3 of the Courts Act, the Judicial Service Commission hereby appoints—

CHARLES LYNMORE RYLAND

to be a magistrate empowered to hold a subordinate court of the first class in the Coast Province with effect from 17th March 1966.

Dated this 17th day of March 1966.

By Order of the Commission.

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

GAZETTE NOTICE No. 1018

KENYA GOVERNMENT 2½ PER CENT STOCK 1971/76

IT IS notified for general information that the total amount of the above-mentioned Stock will be struck at close of business on 15th March 1966, was as follows:—

£19,332 18s. 2d.

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

GAZETTE NOTICE No. 1019

4½ PER CENT KENYA STOCK 1971/78

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

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

GAZETTE NOTICE No. 1020

EAST AFRICA HIGH COMMISSION 4 PER CENT STOCK 1968/71

IT IS announced for general information that the total amounts of the above-mentioned Stock held on the London and Local Registers at the close of business on 31st January 1966, were as follows:—

	£	s.	d.
On the London Register	5,355,435	18	01
On the Local Register	353,564	01	11
	5,709,000	00	00

R. W. MACDONALD,
*Chief Accountant,
East African Railways and Harbours,
for East African Common Services
Organization.*

Nairobi,
11th March 1966.

GAZETTE NOTICE No. 1021

THE NATIONAL ASSEMBLY ELECTIONS (ELECTIONS) REGULATIONS, 1964

(L.N. 19 of 1964)

RESULTS OF BY-ELECTIONS TO THE HOUSE OF REPRESENTATIVES

IN PURSUANCE of the provisions of regulation 41 (2) of the National Assembly Elections (Elections) Regulations, 1964, the Supervisor of Elections hereby gives notice that the persons named in the second column of the Schedule to this notice have been elected to the House of Representatives for the constituencies named in the first column of the said Schedule.

Constituency	SCHEDULE	Name of Member
Wajir South	Ogle, A. A.
Buret	Biy, A. K. arap.
North Mugirango	Nyaberi, J. O.
Meru Central	Mate, B.
Elgon Central	Khaoya, J. W.

Dated this 15th day of March 1966.

D. M. MBELA,
Supervisor of Elections.

GAZETTE NOTICE No. 1022

THE NATIONAL ASSEMBLY ELECTIONS (ELECTIONS) REGULATIONS, 1964

(L.N. 19 of 1964)

POLLING AREAS AND POLLING STATIONS

(Senate By-election)

CENTRAL NYANZA DISTRICT

IN EXERCISE of the powers conferred by regulation 6 of the National Assembly Elections (Elections) Regulations, 1964, the Supervisor of Elections hereby gives notice that for the purpose of forthcoming election to the Senate in respect of the Central Nyanza District—

- he has divided the said Central Nyanza District into the several polling areas specified in the second column of the Schedule to this Notice, and polling areas are in each case the areas comprised in the registration units specified in the said second column;
- he has assigned to each of the polling areas the distinguishing letters and number specified opposite such polling area in the first column of the said Schedule;
- he has appointed, for each of the said polling areas, the place or places specified opposite such polling area in the third 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

Number of Polling Area	Registration Units in Polling Area	Polling Station
CN. 1 ..	181, 182, 186, 188 ..	Awasi School.
CN. 2 ..	178, 179, 180, 183 ..	Ombeyi School.
CN. 3 ..	184, 185, 187 ..	Ayweyo School.
CN. 4 ..	189, 190, 191, 192, 193, 194 ..	Paponditi Chief's Camp.
CN. 5 ..	196, 197, 198 ..	Kusa Club.
CN. 6 ..	199, 200, 201 ..	Kabete School.
CN. 7 ..	1309, 1310, 1403 ..	(1) Muhoroni P.W.I. Rest House; (2) Koru County Garage.
CN. 8 ..	204, 1313, 1401 ..	(1) Tamu Farm, Songhor; (2) Chemelil Estate Labour Lines.
CN. 9 ..	202, 203 ..	(1) Nyangeta Market; (2) Miwani Chief's Camp.
CN. 10 ..	163, 164, 165 ..	Kajulu Chief's Camp.
CN. 11 ..	166, 167, 168, 169 ..	Nyamasaria School.
CN. 12 ..	170, 171, 172, 173 ..	Rabur School.
CN. 13 ..	174, 175, 176, 177 ..	Withur School.
CN. 14 ..	1261, 1262, 1263, 1264, 1265, 1270 ..	Victoria Social Centre, Kisumu.
CN. 15 ..	1266, 1267, 1268, 1269, 1271, 1272 ..	Goan School, Kisumu.
CN. 16 ..	159, 160, 161, 162 ..	Kotetini School.
CN. 17 ..	151, 156, 157, 158 ..	Obambo School.
CN. 18 ..	131, 150, 152, 153, 155 ..	Sinyolo School.
CN. 19 ..	140, 141, 144 ..	Rata School.
CN. 20 ..	145, 146, 148 ..	Kitmikaye School.
CN. 21 ..	136, 138, 143, 147, 149 ..	Diemo School.
CN. 22 ..	132, 133, 134, 135, 137 ..	Reru School.
CN. 23 ..	20, 21, 22 ..	Nyangera School.
CN. 24 ..	80, 81, 83 ..	Akoko School.
CN. 25 ..	76, 77, 82 ..	Sakwa Chief's Camp.
CN. 26 ..	78, 79 ..	Luala School.
CN. 27 ..	84, 88, 89, 89A, 90 ..	Nyilima Chief's Camp.
CN. 28 ..	85, 86, 87 ..	Muhaya School.
CN. 29 ..	93, 95, 96 ..	Chianda School.
CN. 30 ..	91, 92, 94, 97 ..	Nyabera School.
CN. 31 ..	109, 110, 111, 112, 113, 114, 205 ..	Jina School.
CN. 32 ..	98, 100, 101, 106 ..	Malanga School.
CN. 33 ..	99, 104, 105, 107, 108 ..	Rang'ala School.
CN. 34 ..	119, 120, 121, 122 ..	Sawangongo School.
CN. 35 ..	117, 118, 124 ..	Nyagondo School.
CN. 36 ..	127, 128, 129 ..	Malele School.
CN. 37 ..	123, 125, 126, 130 ..	Kambare School.
CN. 38 ..	18, 19, 46, 57A ..	Makero School.
CN. 39 ..	43, 44, 47, 48, 49, 54 ..	Mwer School.
CN. 40 ..	45, 50, 51, 52, 55, 56, 57 ..	Boro School.
CN. 41 ..	53, 58, 59, 60, 61 ..	Hono School.
CN. 42 ..	62, 63, 64, 65, 66, 67, 68 ..	Ramba School.
CN. 43 ..	69, 70, 71, 72, 73, 74, 75 ..	Barding School.
CN. 44 ..	40, 41, 42, 467, 478 ..	Simenya School.
CN. 45 ..	468, 469, 470, 471, 472, 473, 479 ..	Sigomere School.
CN. 46 ..	34, 35, 36, 36A, 39 ..	Siranga School.
CN. 47 ..	26, 28, 29, 37, 491 ..	Urenga School.
CN. 48 ..	23, 24, 25, 27 ..	Sega School.
CN. 49 ..	30, 31, 32, 33, 38 ..	Myaree School.

Dated this 16th day of March 1966.

D. M. MBELA,
Supervisor of Elections.

GAZETTE NOTICE No. 1023

(DEF. 116/10/08)

THE KENYA MILITARY FORCES (CONSTITUTION AND MISCELLANEOUS PROVISIONS) ACT, 1963

(No. 47 of 1963)

GRANT OF COMMISSIONS

IT IS hereby notified that in exercise of the powers conferred by section 8 of the Kenya Military Forces (Constitution and Miscellaneous Provisions) Act, 1963, the President, on the recommendation of the Military Council, has, with effect from the respective dates specified, granted commissions in the rank of 2nd Lieutenant to the following gentlemen:—

Name	Effective Date
Elijah Nahemiah Oloo Otieno	1st November 1964
James Musyoka Kimama	1st December 1964
Kanwal Krishan Sethi	17th December 1964
Bernard Maingi Killu	17th December 1964
Vincent Charles Kuchio	18th December 1964
Mohammed Saeed Malik	18th December 1964
Peter Mutundu Njugia	18th December 1964
Peter Gachibi Karegwa	18th December 1964
Wilfred Peter Gitau	18th December 1964
Mohamoud Ali Naaman	18th December 1964
Jackson Shigoli Mashedi	18th December 1964
Obadiah Kamau Karuku Kamau	18th December 1964
Manmohan Singh Garcha	18th December 1964
Raphael Kikutia Loolpait	18th December 1964
Nicholus Pius Mouchikka Lubano	18th December 1964
Stephen Thomas Njunji Thuo	18th December 1964
Franklin Roosevelt Nthiggah	18th December 1964
Lucas Lewish Katue Kyengo	18th December 1964
Stanley Jacob Maina	18th December 1964
Cyrus Bachia Muthui	18th December 1964
Benjamin Mwillu Mutuku	18th December 1964
Silas Kinyamasyo Maluki	18th December 1964
Peter Kariuki Karunjigi	18th December 1964
John Habil Othieno	18th December 1964
Adriano Shisanya Munandi Akwenywa	16th January 1965
Alfred Christopher Ohonde Odhiambo	16th January 1965
John Musyoki Kinyili	16th January 1965
George Kavale Mwaniki	16th January 1965
Godfrey Mabwa Evans Ndori	16th January 1965
Ernest Njuguna Mwangi	16th January 1965
Joel Harry Mumbo	16th January 1965
Crawford Kithendu Muthoka	16th January 1965
John Waitiki Kinuthia	16th January 1965
Daniel Rukaaria Muriuki	16th January 1965
M'Imathiu Joseph M'Imanyara	1st March 1965
Peter Ndungu Waweru	1st March 1965
Walter Reuben Muvya Muu	26th March 1965
Frederick Sirerei Kipkemboi Tirop	26th March 1965
John Mallan Sawe	26th March 1965
Stephano Kipkemboi arap Sawe	26th March 1965
Theodore Kyoso Matias	26th March 1965
Simon John Kiptum Bartilol	26th March 1965
Francis Mutua Aaron	26th March 1965
Bethuel Mbuthia Kurutu	26th March 1965
Dickson Muiruri Mwangi	26th March 1965
Humphrey Kiragu Kabue	26th March 1965
Simon Maina Kaburu	26th March 1965
Onesmus Wanyoike	26th March 1965
Jonathan Mutulis	26th March 1965
Zadock Jelaha	26th March 1965
Peter Kingatua Gaturu	26th March 1965
John Peter Mureithi	26th March 1965
Zacharia Runyora Thirimu	26th March 1965
Abdul Razaq Chawdhry	26th March 1965
Richard Simiyu Mauka	26th March 1965
Wiggwah Humphrey Meshack	26th March 1965
Abraham Mukhebi	26th March 1965
John Ndambuki Muthama	26th March 1965
Joel Kaylor Ahai Alenga	26th March 1965
Peter Mumelo Rodgers Masafu	26th March 1965
Saul Maxwell Nyareru	26th March 1965
Timothy Philip Musyoki	26th March 1965
Harrison Michael Mutua	23rd March 1965
Augustine Kipsongok arap Cheruiyot	23rd March 1965
Denis Pius Magonga	26th March 1965
Raphael Archangel Michael Munge	26th March 1965
Stephen Samuel Mwangi Mwago	26th March 1965
Stephen Kariithi	26th March 1965
Joseph Arthur Njenga Kibutu	26th March 1965
Charles Hercules Kiamba	26th March 1965
Francis Maina Gathira	26th March 1965
Nathan Muinde Mutuku	26th March 1965
Geoffrey Robinson Wangome Wachira	26th March 1965
Mathew Andrew Mwandacha	26th March 1965
David Mutuku Nzoka	26th March 1965
Francis Patrick Maher	22nd May 1965

Dated this 15th day of March 1966.

H. D. DENT,
Secretary,
Military Council.

GAZETTE NOTICE No. 1024

IN THE HIGH COURT OF KENYA AT MOMBASA

HIGH COURT EASTER VACATION

THE Easter Vacation shall commence on Saturday, 2nd April 1966, and shall terminate on Tuesday, 19th April 1966, both days inclusive.

During the vacation the trial of criminal cases will proceed as usual and a Judge will be available to hear urgent civil matters admitted to hearing upon application made in accordance with the Rules of Court.

The offices of the High Court will be open to the public from 7.45 a.m. to 11.45 a.m. on all week-days except public holidays and Saturday and Tuesday, 9th and 12th April 1966, respectively.

The Senior Resident Magistrate and Resident Magistrates will hear criminal cases as usual. Urgent civil matters or those in which advocates are not engaged may also be heard when convenient.

Mombasa,
10th March 1966.

VIJAY KAPILA,
Deputy Registrar,
High Court of Kenya.

GAZETTE NOTICE No. 1025

VACANCIES IN THE SERVICE OF THE EAST AFRICAN COMMON SERVICES ORGANIZATION

PUBLIC SERVICE COMMISSION

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

Legal Secretary, Office of the Legal Secretary

Salary.—£3,100 (Superscale). PENSIONABLE.

Closing date.—18th April 1966.

Applications are invited for the post of Legal Secretary in the office of the Legal Secretary.

Candidates must be entitled to practise as an advocate in one of the East African territories or hold professional legal qualifications accepted in a Commonwealth country.

The Legal Secretary is ultimately responsible for legal advice to all the services of the E.A. Common Services Organization, including the Railways and Harbours Administration and the Posts and Telecommunications Administration. He is also responsible for the conduct of civil litigation involving all E.A.C.S.O. Services including revenue appeals frequently concerned with substantial amounts of revenue. Applicants for the post must, therefore, be mature lawyers of very considerable civil experience.

The Legal Secretary is *ex officio* a member of the Central Legislative Assembly, and on occasion is required to give legal advice to the Ministerial Committees of the Organization. He is also responsible for the drafting of Bills submitted to the Central Legislative Assembly, and subsidiary legislation and parliamentary drafting experience is therefore highly desirable.

Senior Book Production Officer, E.A. Literature Bureau

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

Closing date.—18th April 1966.

Applications are invited from suitably qualified candidates for the post of Senior Book Production Officer in the E.A. Literature Bureau.

Qualifications.—University degree. Preference will be given to applicants who have held responsible posts. Previous experience in publishing would be an advantage.

Duties.—The Senior Book Production Officer is responsible to the Director for production schedules in the three offices of the Bureau. The duties of the post include: dealing with authors, editing manuscripts, making typographical layouts, working out cost for each title, proof reading, seeing the manuscripts through the Press and promotion of book sales. He is also responsible for training and supervising the work of Book Production Officers in Dar es Salaam and Kampala branch offices.

GAZETTE NOTICE No. 1026

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 12th April 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.

Adviser on Accounts, Department of the Registrar-General, Office of the Attorney-General (No. 90/66)

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

Applicants must be chartered accountants or possess an equivalent Accountancy qualification. They must have a wide experience and a comprehensive knowledge of commercial accountancy, particularly in the field of insurance and banking. Knowledge and experience of the administration of insolvent companies, bankruptcies and unit trust would be an advantage. The principal duties are to examine, assess and report on the financial position of insurance companies, banks, building societies and unit trusts; to investigate insolvencies with a view to detecting frauds and to give expert evidence on accounts in Court.

Press Officer, Ministry of Agriculture and Animal Husbandry (No. 91/66)

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

Applicants should be of at least Cambridge School Certificate standard of education and have at least five years' experience or training in information work, journalism or public relations. They must be fluent in English and Swahili and a knowledge of one of the foreign languages would be an advantage. The selected candidates must be able to prepare radio scripts, edit agricultural articles, write feature articles and informative reports for publication. He will be responsible for meeting visitors and technical experts and accompanying them to agricultural development projects with which he is expected to familiarize himself. Ability to conduct correspondence is essential. An agricultural background although not essential, would be an advantage.

Information Officer Grade I, Ministry of Information and Broadcasting (No. 92/66)

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

Applicants should be of at least Cambridge School Certificate standard of education and have at least five years' experience or training in information work, journalism or public relations. They must be fluent in English and Swahili, be able to write news and feature articles for publication, informative reports and conduct correspondence. A knowledge of Government regulations, Financial Orders and service procedure will be an advantage. They should have experience in the control of staff, possess initiative and drive and be able to set an example to a small team of officers to derive the maximum efficiency from them in the field of Government information media. The successful candidate will be posted to a Provincial Information Office.

Superintendent (Mechanical) Grade II, Ministry of Home Affairs (No. 93/66)

Salary scale.—£850 to £1,348. PENSIONABLE.

Applicants must have had at least three years' experience in senior supervisory posts of which one year must have been spent solely in charge of Workshop, carrying out repairs and overhauls to motor vehicle, both petrol and diesel. They must have a sound knowledge of stores accounting and Budgetary Control, be able to compile technical reports in connexion with repairs, overhaul of motor vehicles and stationary power plants, and be able to deal with day-to-day correspondence of a large workshop and transport organization. Applicants must be in possession of a valid driving licence covering vehicles up to and including 5 tons and must be prepared to serve anywhere in Kenya.

Assistant Superintendent (Lithographer), Printing and Stationery Department, Ministry of Works, Communications and Power (No. 94/66)

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

Applicants must be qualified Lithographers having knowledge of Plate Making and Photographic Reproduction. The duties of the post will include the supervision of Lithographic staff.

Executive Officer Grade III, Four Posts Ministry of Home Affairs, One Post Each Ministry of Finance and Office of the President (No. 95/66)

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

Applicants must be civil servants preferably of Cambridge School Certificate standard of education with a sound knowledge of Government regulations and procedure, ability to control staff and conduct correspondence. For the post in the

Ministry of Finance, applicants should be able to prepare précis and memoranda. Knowledge of the Pensions Act would be an advantage. For the post in the Office of the President, applicants should have considerable experience in a large Registry. Candidates must state for which post they are applying and submit a separate set of application forms for each post for which they apply.

Personnel Assistant (Three Posts), Ministry of Home Affairs (No. 96/66)

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

Applicants must be civil servants, preferably of Cambridge School Certificate standard of education with at least three years' practical experience of personnel work, a sound knowledge of Government regulations, ability to control staff and conduct correspondence. Knowledge of Police Regulations and personnel branch matters would be an advantage.

Accounts Assistant, Ministry of Agriculture and Animal Husbandry (No. 97/66)

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 accounts work. Preference will be given to candidates who have passed a Junior Accounts Course at the Kenya Institute of Administration. Applicants must have a sound knowledge of Government regulations, Financial Orders and demonstrate ability to control staff and conduct correspondence.

Accounts Assistant (Three Posts), Ministry of Defence (No. 98/66)

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

Applicants should be of at least Cambridge School Certificate standard of education with fluent knowledge of spoken and written English. They will be required to possess a thorough knowledge of the accounting procedures involved in the recording of the receipt, issue and transfer of accommodation stores in the Army Camps, installations and married quarters. Previous military experience and/or experience in the handling of stores in a Government Department or a large organization would be an advantage. The posts are in the Barracks Services and the successful candidates may be posted out of Nairobi.

Stores Verifier, Ministry of Home Affairs (No. 99/66)

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

Applicants must have at least three years' experience in stores accounting, preferably in Government, and have the ability to draft reports following his inspections. Duties include the checking of stores in the Kenya Police establishments. The successful candidate will be based in Nairobi but he must be prepared to spend a considerable amount of his time travelling outside Nairobi.

Reporter (Five Posts), Ministry of Information and Broadcasting (No. 100/66)

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

Applicants should be well educated with a high standard of written and spoken English. They should have at least three years' experience in journalism or in reporting for newspapers/broadcasting organization and/or training in journalism, and be capable of selecting news and preparing news bulletins.

Storekeeper Grade II (Eleven Posts), Ministry of Works, Communications and Power (No. 101/66)

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

Applicants must be civil servants preferably of Cambridge School Certificate standard of education, must have passed Occupational Test Trade I for Storemen and have at least three years' experience of storekeeping since qualifying. They must possess a sound knowledge of Government Stores Administration and accounting procedure and have the ability to control staff and conduct correspondence.

Storekeeper Grade II, Ministry of Works, Communications and Power (No. 102/66)

Salary scale.—£670 to £820. AGREEMENT ONLY.

Applicants must be civil servants, preferably of Cambridge School Certificate standard of education with at least three years' experience of storekeeping and must have passed Occupational Test Grade I for Storemen. They must possess a sound knowledge of Government Stores Administration and accounting procedures and have the ability to control staff and conduct correspondence. They must also be fully experienced in the identification of items of vehicle and earth-moving plant spares, and accounting by means of ledgers and job cards.

Library Assistant (Four Posts), Ministry of Information and Broadcasting (No. 103/66)

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

Applicants should be of Cambridge School Certificate standard of education with keen interest in music and literature, and should have at least two years' experience in book-keeping and index systems used in large record libraries, and be proficient in typing. The posts will be in the Voice of Kenya.

GAZETTE NOTICE No. 1027

THE KENYA MEAT COMMISSION ACT

(Cap. 363 of 1962)

THE KENYA MEAT COMMISSION (INSPECTORS) REGULATIONS

(Cap. 363, Sub. Leg.)

IN EXERCISE of the powers conferred by regulation 2 of the Kenya Meat Commission (Inspectors) Regulations, the Kenya Meat Commission appoints—

FREDERICK MWARIRI KIHOTO

to be an Inspector to exercise the powers and perform the duties of an Inspector under the said Regulations.

Dated this 14th day of March 1966.

J. F. FORD,
*Secretary,
Kenya Meat Commission.*

GAZETTE NOTICE No. 1028

THE AGRICULTURE (CROP PRODUCTION) RULES

(Cap. 318, Sub. Leg.)

DECLARATION OF EARLIEST AND LATEST PLANTING DATES, 1966

IN EXERCISE of the powers conferred by section 5 of the Agriculture (Crop Production) Rules, the Kitale District Agricultural Committee hereby declares the several dates set forth in the second and third columns of the Schedule hereto to be respectively the earliest and latest dates of planting for the essential crop specified therein in respect of the respective area specified in the first column of the said Schedule.

SCHEDULE

(1)	(2)	(3)
Area	Earliest Planting Dates, 1966	Latest Planting Dates, 1966
	Wheat	Wheat
All Wards Trans Nzoia ..	1st May 1966	31st July 1966

Dated this 17th day of February 1966.

J. MUSAMIA MUKIITE,
*Chairman,
Kitale District Agricultural Committee.*

GAZETTE NOTICE No. 1029

THE AGRICULTURE (CROP PRODUCTION) RULES

(Cap. 318, Sub. Leg.)

DECLARATION OF EARLIEST AND LATEST PLANTING DATES, 1966

IN EXERCISE of the powers conferred by section 5 of the Agriculture (Crop Production) Rules, the Nyeri District Agricultural Committee hereby declares the several dates set forth in the second and third columns of the Schedule hereto to be respectively the earliest and latest dates of planting for the essential crop specified therein in respect of the respective area specified in the first column of the said Schedule.

SCHEDULE

(1)	(2)	(3)
Area	Earliest Planting Dates, 1966	Latest Planting Dates, 1966
	Wheat	Wheat
Burguret to Nanyuki— 1st Planting	15th February	15th May
2nd Planting	1st September	31st October
Burguret South— 1st Planting	15th February	31st March
2nd Planting	15th September	31st October
Kieno West— 1st Planting	15th February	31st March
2nd Planting	15th September	31st October

Dated this 7th day of February 1966.

J. KAHARA,
*Chairman,
Nyeri District Agricultural Committee.*

GAZETTE NOTICE No. 1030

THE AGRICULTURE (CROP PRODUCTION) RULES

(Cap. 318, Sub. Leg.)

DECLARATION OF EARLIEST AND LATEST PLANTING DATES, 1966

IN EXERCISE of the powers conferred by section 5 of the Agriculture (Crop Production) Rules, the Elgeyo-Marakwet District Agricultural Committee hereby declares the several dates set forth in the second and third columns of the Schedule hereto to be respectively the earliest and latest dates of planting for the essential crop specified therein in respect of the respective area specified in the first column of the said Schedule.

SCHEDULE

(1)	(2)	(3)
Area	Earliest Planting Dates, 1966	Latest Planting Dates, 1966
	Wheat	Wheat
Elgeyo-Marakwet	20th April	20th June

Dated this 11th day of March 1966.

B. T. ORANGI,
*Chairman,
Elgeyo-Marakwet District Agricultural Committee.*

GAZETTE NOTICE No. 1031

THE AGRICULTURE (CROP PRODUCTION) RULES

(Cap. 318, Sub. Leg.)

DECLARATION OF EARLIEST AND LATEST PLANTING DATES, 1966

IN EXERCISE of the powers conferred by section 5 of the Agriculture (Crop Production) Rules, the Kericho District Agricultural Committee hereby declares the several dates set forth in the second and third columns of the Schedule hereto to be respectively the earliest and latest dates of planting for the essential crop specified therein in respect of the respective area specified in the first column of the said Schedule.

SCHEDULE

(1)	(2)	(3)
Area	Earliest Planting Dates, 1966	Latest Planting Dates, 1966
	Wheat	Wheat
Lumbwa and Londiani ..	15th May	31st July
Bomet	5th May	15th August

Dated this 18th day of February 1966.

B. E. OSARE,
*Chairman,
Kericho District Agricultural Committee.*

GAZETTE NOTICE No. 1032

THE AGRICULTURE (CROP PRODUCTION) RULES

(Cap. 318, Sub. Leg.)

DECLARATION OF EARLIEST AND LATEST PLANTING DATES, 1966

IN EXERCISE of the powers conferred by section 5 of the Agriculture (Crop Production) Rules, the Uasin Gishu District Agricultural Committee hereby declares the several dates set forth in the second and third columns of the Schedule hereto to be respectively the earliest and latest dates of planting for the essential crop specified therein in respect of the respective area specified in the first column of the said Schedule.

SCHEDULE

(1)	(2)	(3)
Area	Earliest Planting Dates, 1966	Latest Planting Dates, 1966
	Wheat	Wheat
Sergoit-Moiben	1st May 1966	1st July 1966
Soy-Turbo	1st May 1966	1st July 1966
Plateau	1st May 1966	1st July 1966
Lessos-Kipkabus	1st May 1966	15th July 1966

Dated this 8th day of March 1966.

P. A. BOIT,
*Chairman,
Uasin Gishu District Agricultural Committee.*

GAZETTE NOTICE No. 1033

THE AGRICULTURE (CROP PRODUCTION) RULES

(Cap. 318, Sub. Leg.)

DECLARATION OF EARLIEST AND LATEST PLANTING DATES, 1966

IN EXERCISE of the powers conferred by section 5 of the Agriculture (Crop Production) Rules, the Nakuru District Agricultural Committee hereby declares the several dates set forth in the second and third columns of the Schedule hereto to be respectively the earliest and latest dates of planting for the essential crop specified therein in respect of the respective area specified in the first column of the said Schedule.

SCHEDULE

(1) Area	(2) Earliest Planting Dates, 1966	(3) Latest Planting Dates, 1966
	Wheat	Wheat
Solai/Lanet/Dundori ..	1st March	31st July
Njoro	15th April	15th July
Naiyasha (High) .. .	15th May	15th August
Naiyasha (Low) .. .	1st March	30th April
Gilgil	1st April	31st July
Molo	15th April	15th August
Turi/Elburgon .. .	15th April	15th August
Subukia (North of Ndalo Farm)	15th March	30th June
Subukia (South of Ndalo Farm)	15th March	31st July
Rongai	1st March	15th July
Mau Narok	1st March	1st October
Elmenteita	4th April (1st April Kiambogo only)	31st August

Dated this 4th day of March 1966.

A. G. COLE,
Chairman,
Nakuru District Agricultural Committee.

GAZETTE NOTICE No. 1034

EAST AFRICAN RAILWAYS AND HARBOURS

NOTICE

Working Days for Loading and Unloading Wagon Load Traffic

THE East African Railways and Harbours give notice that in accordance with the provisions of section 193 (5) of Tariff Book No. 4 (Part I) Sundays shall, as from 20th March 1966, and until further notice, be counted as working days for the purpose of loading and unloading wagon load traffic at the following stations and at sidings controlled by these stations:—

Mombasa (including Kilindini and Changamwe).	Lumbwa.
Konza.	Kisumu (including Kisumu Pier).
Nairobi	Eldoret.
(including Makadara).	Kitale.
Thika.	Tororo.
Sagana.	Mbale.
Limuru.	Jinja.
Nakuru.	Kampala.
Thomson's Falls.	Kasese.

Nairobi,
12th March 1966.

G. G. GEDDES,
for General Manager,
Headquarters, Nairobi.

GAZETTE NOTICE No. 1035

EAST AFRICAN RAILWAYS AND HARBOURS

NOTICE

Closing of Solai Branch

THE E.A.R. & H. give notice that as from 1st April 1966, and until further notice, the Solai Branch Line from Rongai to Solai, will be closed for all traffic. This affects the following stations:—

Kampi-ya-Moto.
Ol Punyata.
Solai.

Traffic will not be accepted for delivery to these stations, or to any sidings on the branch after 23rd March 1966. The last train service from Solai will be run on Wednesday, 30th March, and traffic will not be accepted for despatch from Kampi-ya-Moto, Ol Punyata and Solai stations or from any sidings on the branch after 29th March 1966.

Nairobi,
15th March 1966.

G. G. GEDDES,
for General Manager,
Headquarters, Nairobi.

GAZETTE NOTICE No. 1036

THE ELECTRIC POWER ACT

(Cap. 314)

PUBLIC NOTICE OF AN APPLICATION TO VARY CERTAIN MAXIMUM PRICES IN THE AREAS OF SUPPLY COMPRISED IN DISTRIBUTING LICENCE NUMBERS 2, 4, 8, 9, 12, 13, 14, 16, 17, 18 AND 19

NOTICE is hereby given to all whom it may concern that on the 5th day of April 1966, The East African Power and Lighting Company Limited, a limited liability Company, incorporated in the Republic of Kenya and having its registered office at Electricity House, Kimathi Street, Nairobi, will make application to the Minister for Works, Communications and Power under sections 72 and 149 of the Electric Power Act, to vary certain maximum prices authorized by the Minister and as stated in the Methods of Charge (EAPL) Byelaws, 1962, in the manner set out hereafter in respect of the following Distributing Licences:—

Area of Supply	Licence Numbers
Nairobi and Mount Kenya	2, 14, 16, 17 and 18
West Kenya	8, 9, 12, 13 and 19
Coast	4

1. The Applicant proposes that with the exception of the Coast Area the Maximum Prices which it shall be permitted to charge under the Methods of Charge specified above be standardized for all Areas of Supply covered by the above-mentioned Distributing Licences. The Applicant also intends to submit an application to the Minister for Works, Communications and Power, which will be the subject of a separate Public Notice, for authority to apply the Methods of Charge mentioned in section 1 of Part II of the Methods of Charge (EAPL) Byelaws, 1962, to the Meru Area (Distributing Licence Number 22).

2. In pursuance of the said proposal section 1 of Part II of the Methods of Charge (EAPL) Byelaws, 1962, will apply to the Nairobi and Mount Kenya and West Kenya Areas of Supply, section 11 will apply to the Coast Area of Supply and section 111 will be deleted.

3. The Maximum Prices which it is proposed should be charged by the Applicant under section 1 aforesaid in substitution for certain existing Maximum Prices are as follows:—

(1) Method No. (1).

- (a) A fixed charge not exceeding Sh. 28/75 per month per dwelling house which shall be reduced to an amount of not more than Sh. 11/50 per dwelling house in cases where the total number of rooms does not exceed 2;
- (b) a flat rate of charge not exceeding Cents 13.8 for each unit of electrical energy supplied.

(2) Method No. (2).

- (a) A flat rate of charge not exceeding Cents 11.2 per unit for each unit of electrical energy supplied;
- (b) in respect of any installation the total nameplate rating of which exceeds 96 kVA an additional charge not exceeding Sh. 172/50;
- (c) in respect of any installation the total nameplate rating of which does not exceed 96 kVA a minimum charge (over and above the meter rent) not exceeding Sh. 11/50.

(3) Method No. (3).

- (a) A flat rate of charge not exceeding Cents 43.7 for each unit of electrical energy supplied;
- (b) a minimum charge (over and above the meter rent) of not exceeding Sh. 25/85;
- (c) in addition to the charges specified in (a) and (b) above a charge at a rate not exceeding Sh. 2/85 per kVA of nameplate kVA continuous rating of all electrical welding plant as adjusted by any power factor correction equipment in use.

(4) Method No. (4).

- (a) A fixed charge not exceeding Sh. 23 per kilovoltampere of maximum demand plus a flat rate of charge not exceeding Cents 10.6 for each unit of electrical energy supplied;
- (b) in addition to all other charges, a charge at a rate not exceeding Sh. 2/85 per kVA of nameplate kVA continuous rating of all electric welding plant as adjusted by any power factor correction equipment in use;
- (c) the additional charge mentioned in paragraph (e) (iv) (b) of this Method shall be an amount not exceeding Sh. 69 per kW of lighting per month.

(5) Method No. (5).

In respect of supplies to an ordinary consumer of less than a number of units per annum to be determined by the Applicant but not exceeding 34,000 units:—

- (i) a high rate of charge not exceeding Cents 75 per unit for not more than the first 225 units followed by a rate of charge not exceeding Cents 35 per unit for not more than the next 338 units followed by a rate of charge not exceeding Cents 25 per unit for every additional unit;

- (ii) a minimum charge (over and above the meter rent) of not exceeding Sh. 7/50.

(6) Method No. (6).

- (a) A flat rate of charge not exceeding Cents 115 per unit for each unit of electrical energy supplied;
- (b) a minimum charge (over and above the meter rent and fixed charge) of not exceeding Sh. 6/90.

4. The Maximum Prices which it is proposed should be charged by the Applicant under section 11 aforesaid in substitution for certain existing Maximum Prices are as follows:—

(1) Method No. (1).

- (a) A fixed charge not exceeding Sh. 28/75 per month per dwelling house which shall be reduced to an amount of not more than Sh. 11/50 per dwelling house in cases where the total number of rooms does not exceed 2;
- (b) a flat rate of charge not exceeding Cents 15.5 for each unit of electrical energy supplied.

(2) Method No. (2).

- (a) A flat rate of charge not exceeding Cents 13.5 per unit for each unit of electrical energy supplied;
- (b) in respect of any installation the total nameplate rating of which exceeds 96 kVA an additional charge not exceeding Sh. 172/50;
- (c) in respect of any installation the total nameplate rating of which does not exceed 96 kVA a minimum charge (over and above the meter rent) not exceeding Sh. 11/50.

(3) Method No. (3).

- (a) A flat rate of charge not exceeding Cents 43 for each unit of electrical energy supplied;
- (b) a minimum charge (over and above the meter rent) of not exceeding Sh. 25/85;
- (c) in addition to the charges specified under subparagraphs (a) and (b) above a charge at a rate not exceeding Sh. 2/85 per kVA of nameplate kVA continuous rating of all electric welding plant as adjusted by any power factor correction equipment in use.

(4) Method No. (4).

- (a) A fixed charge not exceeding Sh. 23 per kilovoltampere of maximum demand plus a flat rate of charge not exceeding Cents 12 for each unit of electrical energy supplied;
- (b) in addition to all other charges, a charge at a rate not exceeding Sh. 2/85 per kVA of nameplate kVA continuous rating of all electric welding plant as adjusted by any power factor correction equipment in use;
- (c) the additional charge mentioned in paragraph (e) (iv) (b) of this Method shall be an amount not exceeding Sh. 69 per kW of lighting per month.

(5) Method No. (5).

- (a) In respect of supplies to an ordinary consumer of less than a number of units per annum to be determined by the Applicant but not exceeding 34,000 units:—
- (i) a high rate of charge not exceeding Cents 75 per unit for not more than the first 225 units followed by a rate of charge not exceeding Cents 35 per unit for not more than the next 338 units followed by a rate of charge not exceeding Cents 27 per unit for every additional unit;
- (ii) a minimum charge (over and above the meter rent) of not exceeding Sh. 7/50;
- (b) in respect of supplies to an ordinary consumer of more than the number of units per annum determined by the Applicant under (a) above a fixed charge per kilovoltampere of maximum demand plus a flat rate for each unit of electrical energy supplied; the said fixed charge and unit charge being determined by the Applicant in accordance with the following table:—

Maximum Demand	Fixed charge per kVA Shillings (not exceeding)	Unit charge Cents (not exceeding)
As recorded	32/50	11.5

(6) Method No. (6).

- (a) A flat rate of charge not exceeding Cents 120 per unit for each unit of electrical energy supplied;
- (b) a minimum charge (over and above the meter rent and fixed charge) of not exceeding Sh. 6/90.

5. In all other respects the Methods of Charge (EAPL) Byelaws, 1962, will remain unaltered.

6. The reasons for the application to vary Maximum Prices as aforesaid are:—

- (i) to achieve an overall increase in revenue which has become necessary in order to enable the Applicant to meet rising costs and to contribute funds towards development, and

- (ii) the standardization of Maximum Prices in the Nairobi and Mount Kenya and West Kenya Areas of Supply which will it should be noted result in decreases in charges to certain classes of ordinary consumers outside the Nairobi Area.

7. All present and future ordinary consumers of electrical energy in the Areas of Supply covered by the above-mentioned Distributing Licences, other than those ordinary consumers on Method No. (5) (b) in the Nairobi Area (Distributing Licence Numbers 2, 16 and 18), will be affected by the variation in the Maximum Prices that may be charged if the application is granted.

8. Any Public or Local Authority, company, person or body of persons desirous of making any representation on or objection to the application must do so by letter addressed to the Minister for Works, Communications and Power marked on the outside of the cover enclosing it "Electric Power Act" on or before the expiration of 14 days from the date of the application as stated in this notice and must forward to the Applicant a copy of such representation or objection.

Dated this 16th day of March 1966.

B. H. KYLE-BOWYER,

Secretary,
for and on behalf of The East African Power
and Lighting Company Limited.

GAZETTE NOTICE No. 1037

THE METHODS OF CHARGE (EAPL) BYELAWS, 1962

FUEL OIL PRICES

PURSUANT to byelaw No. 6 of the Methods of Charge (EAPL) Byelaws, 1962, notice is hereby given of the variations to the price of fuel oil delivered to this Company on or before the 1st day of March 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. 1.71 increase
Nanyuki Power Station	Sh. 1.68 increase
Kipevu Power Station, Mombasa (fuel oil)	Sh. 0.11 increase
Meru Power Station	No change

W. D. M. BROWN,

Assistant General Manager (Administration).

GAZETTE NOTICE No. 1038

THE TRADE UNIONS ACT

(Cap. 233)

PURSUANT to section 63 of the above-mentioned Act, notice is hereby given that the Tana River Branch of the Kenya Local Government Workers Union has been registered under the Trade Unions Act on the 14th day of March 1966.

Dated this 17th day of March 1966.

S. O. TALA,

Assistant Registrar of Trade Unions.

GAZETTE NOTICE No. 1039

THE AFRICAN CHRISTIAN MARRIAGE AND DIVORCE ACT

(Cap. 151)

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

SCHEDULE

Denomination.—African Independent Pentecostal Church of Kenya.

Name of Minister.—Rev. David Maina Kiragu.

Dated at Nairobi this 17th day of March 1966.

O. J. BURNS,

Deputy Registrar-General.

GAZETTE NOTICE No. 1040

THE INDUSTRIAL COURT

CAUSE No. 59 OF 1965

Parties:—

The Kenya Petroleum Oil Workers' Union
and
The Oil Industry of Kenya

Issues in dispute:—

- (1) Wages for Operatives and Salary for Staff.
- (2) Housing Allowance for Staff Employees.
- (3) Minimum Salary Scales for Unionizable Staff Employees.

1. The Parties were heard in Nairobi on 10th, 11th, 14th and 15th February 1966, and relied on their written and verbal submissions. The Oil Industry of Kenya called one witness and the Kenya Petroleum Oil Workers' Union called two witnesses.

GENERAL BACKGROUND

2. The Kenya Petroleum Oil Workers' Union shall hereinafter be referred to as the Claimants and the Oil Industry of Kenya shall hereinafter be referred to as the Respondents.

Relations between the Parties are governed and regulated by a comprehensive agreement in which are embodied wages and terms and conditions of employment of all unionizable employees in the Oil Industry. The part of the agreement dealing with all fringe benefits was adjudicated upon by the Industrial Court in 1964 *vide* Cause No. 12 of 1964 and the award in that dispute is to run for two years and will expire on 31st August 1966.

As far as the salaries and wages of all unionizable employees are concerned, the agreement would normally have come up for revision on 1st September 1965, but due to the wage standstill under the Tripartite Agreement and the subsequent two months' extension, negotiations on this issue opened between the Parties in November 1965. The Parties sought the Court's ruling on the applicability of the two months' extension to the 12-month wage standstill *vide* Cause No. 39 of 1965, in which Cause the Court ruled that the wage re-opener clause should be extended from 1st September 1965, to 1st November 1965.

The demands which are the subject matter of this dispute were forwarded to the Respondents under a covering letter dated 27th July 1965. This was followed by a dispute between the Parties on the effective date of the wage/salary increases which resulted in the aforementioned Cause No. 39 of 1965. In spite of the Respondents' repeated requests to the Claimants to start negotiations on salaries and wages and house allowance for unionizable staff employees, it was not until 2nd November that the Claimants wrote to the Respondents that negotiations should commence on 22nd November.

Negotiations which commenced on 22nd November continued until 2nd December when deadlock was reached. The Respondents wrote to the Permanent Secretary, Ministry of Labour, on the same day informing him of the situation and invited him to appoint a Conciliator in a further attempt to reach a settlement. After a two-day industry-wide go-slow, which had been instigated by the Claimants, had been called off at the request of the Ministry of Labour, conciliation took place on 8th, 9th and 10th December. On 10th December the Conciliator expressed the opinion that no further progress was being made in bridging the gap between the Claimants' demands and the Respondents' offers and he reported that conciliation had failed. On 11th December the Parties referred the matter to the Industrial Court for settlement in accordance with the provisions of the Trades Disputes Act, 1965. On the notification of disputes form (Form A) the following terms of reference appeared:—

Union's

The Union's refusal to accept—

- (a) The Oil Industry's offer of wage increase of Sh. 15/68 per month for operative employees and salary increases of Sh. 15 per month for unionizable staff employees after at least 24 months' wage/salary standstill;
- (b) nil offer in respect of—
 - (i) Housing allowance for staff employees;
 - (ii) Minimum salary scale for unionizable staff employees.

Employer's

The Union's refusal to accept—

- (a) The Oil Industry's offers on wage and salary increases for unionizable employees;
- (b) The Oil Industry's nil offer on housing allowances for unionizable staff employees;
- (c) The Oil Industry's nil offer on increases in minimum salaries for unionizable employees.

The dispute was mentioned before the President of the Court on 31st December 1965, when, after preliminary discussion on the issues put forward by both the Parties, the following issues were framed by consent of the Parties:—

- (1) Wages for operatives and salary for staff.
- (2) Housing allowance for staff employees.
- (3) Minimum salary scales for unionizable staff employees.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

3. The Claimants submitted that their demands for increased wages were prompted by the following factors:—

- (i) That it was the Claimants' major duty and responsibility to raise the standard of living of the workers they represented through improvements on terms and conditions of employment which included all the items contained in their demands;
- (ii) the fact that the cost of living had gone up justified wage/salary increases;
- (iii) the fact that it was 24 months, which had now been ruled to be 26 months, since the Claimants' members had had increases;
- (iv) labour, being a factor in the production in the Oil Industry, had every right to share the profits;
- (v) that it amounted to discrimination to refuse to pay the unionizable staff a housing allowance while the operatives and non-unionizable staff were paid a housing allowance.

They claimed that the Respondents had conceded that there was a case for a wage/salary increase but that they had disagreed with the amount the Respondents had offered, being only Sh. 11/76 in the case of operatives and an increase of only Sh. 10 in the case of staff. The Claimants submitted that even after the Respondents had increased their offer during conciliation in the case of operatives grades to Sh. 15/68 and in the case of staff to Sh. 15, the position remained unaltered in that these were contemptuous offers totally unrelated to the realities of the workers' needs and the economic situation in the country. The Claimants pointed out that they had made considerable movements both during negotiations and during conciliation and that although these movements were considerable reductions in their original demands the Respondents had not shown the same spirit.

The Claimants submitted that the Respondents had accepted the principle of negotiations on wages and salaries every year and on terms and conditions of Employment every two years. They emphasized that a living wage, to which all workers were entitled, should provide them with the necessities of life which included:—

- (a) Food—three square meals a day with a balanced diet;
- (b) Home as opposed to single-room accommodation or bed-space as the case was today;
- (c) Clothing—decent to uphold the dignity of the worker as a human being; this included bedding;
- (d) Education and better medical facilities;
- (e) Recreation and entertainment. A worker being a human being was a social animal and it destroyed him if he was deprived of recreation and entertainment;
- (f) There were certain essential things, though not basic, which a worker required in this modern world of science. These included radios, televisions, newspapers and magazines, etc., etc. It served no useful purpose to have a Voice of Kenya when the majority of the people could not afford to buy radios and television. Neither did it sound sensible to expect people to be literate if they could not buy newspapers and reading materials.

The Claimants submitted that wages and salaries as paid in Kenya had been determined unrealistically and had been influenced by certain wrong and undesirable traditions based on a colonial concept of the exploitation of labour. Unfortunately, this attitude was still to be found amongst the Respondents. The Kenya Government had been a party to a policy statement initiated in 1962 by the East African Labour Ministers that the aim in these countries was to move towards a high-wage economy. It was an accepted fact that the economy of a country was boosted when the purchasing power of the people increased. One of their jobs, they submitted, was to increase the purchasing power of the Oil Industry employees in particular and all the workers in Kenya in general.

The Claimants pointed out that since their last wage/salary increase in 1963 the cost of living had gone up by 21 points. The Index of Consumer Prices showed increases, and house rents, school fees, taxes, etc., had gone up considerably. The Graduated Personal Tax before 1964 ranged between Sh. 15 and Sh. 150 a year, but was now between Sh. 48 and Sh. 600.

The Claimants submitted that their members had sacrificed their wage/salary increases in order to create jobs for their unemployed brothers. It was therefore disappointing and frustrating to note that whereas the unionizable employees had suffered a wage freeze of now 27 months, the non-unionizable

employees and management continued to enjoy fat increases; their salaries should also have been frozen. The Claimants submitted that in these circumstances the Respondents should feel ashamed of their ridiculously low offers to employees who had sacrificed so much.

The Claimants pointed out that although the number of employees in the Oil Industry was reduced from time to time, the total consumption of oil products had increased. This was indicative of the fact that the workers had increased their efficiency and productivity. They stated that the workers were a very prominent factor in any given industry and played a major role in its output and development.

The Claimants submitted that they were very much concerned at the rate at which the gap between the average income of the higher-paid employees and the lower-paid employees was increasing; instead of the gap narrowing, it was widening. This was inconsistent with Kenya Government's Sessional Paper No. 10 on African Socialism. The Claimants demanded the following wages for the various grades:—

(a) Operatives

Grades	Rate of Pay	
	Sh.	Cts.
1	1,250	00
2	1,120	00
3	920	00
4	800	00
5	740	00
6	510	00
7	410	00
8	370	00
9	335	00
10	300	00

(b) Staff

Category	Minimum Salary per Month	
	Sh.	Cts.
I	640	00
II	840	00
III	990	00
IV	1,250	00

(c) General Fixed Annual Salaries Increase for Staff

Category	Salary Increase per Month	
	Sh.	Cts.
I	80	00
II	100	00
III	120	00
IV	140	00

The Claimants submitted that there was no reason why a unionizable staff employee should not get a house allowance. The Respondents paid house allowance to operative employees and non-unionizable staff employees and all members of Management. The Respondents had accepted the principle of paying house allowance as they were already paying non-unionizable staff employees house allowance ranging from Sh. 500 per month to Sh. 700 per month. Some unionizable staff employees were paid Sh. 800 and some even still higher. In view of these facts the Claimants demanded a house allowance of Sh. 350 per month for unionizable staff employees and submitted that this was not unreasonable and not unrealistic, it was in keeping with the principle established by the Respondents.

The Claimants supported their arguments by producing various extracts from the following:—

East African Statistical Extract 1964 and 1965, and the Economic Survey 1965.

They also included information received from the Ministry of Finance and the Ministry of Economic Planning and Development to show numbers employed and the annual wage bill paid by individual oil companies for 1964 and 1965. They quoted the rents which were being charged in different localities in Nairobi by the City Council and private landlords and gave details of increases given by the various member companies of the Oil Industry to their non-unionizable employees. They quoted extracts from the Kenya Statistical Digest, September 1965, Statistical Abstract 1965, and Economic and Statistical Review published by East African Statistical Department in June 1965.

The Claimants' two witnesses, Senator Lubembe, Secretary-General of C.O.T.U., and his deputy Mr. Denis Akumu, stated that although C.O.T.U. had not published its policy statement on high wages they were all in support of a high-wage economy. Senator Lubembe stated that the F.K.E. had also been committed to the policy of a high-wage economy as it had at no time disagreed with the Ministers' statement made in Kampala in 1962. Senator Lubembe further stated that while the labour movement in Kenya had as yet no central negotiating machinery, C.O.T.U. would support individual unions in their efforts to secure higher wages. Mr. Denis Akumu said that there was a growing tendency to pay even higher salaries to executives and lower salaries to the workers, a system which continually widened the gap. Such a state of affairs was going to make unions not only more aggressive but even more determined to raise the wages of the lower-paid employees in order to narrow the gap.

In the end the Claimants submitted that the Court's award should be for a ten-month period commencing from 1st November 1965, as otherwise the workers would suffer a further two months' wage standstill.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

4. The Respondents submitted that although they acknowledged that the Claimants' members should receive wage/salary increases the quantum of such increases would be influenced by the following factors:—

(1) Country's Economic Situation

The Kenya Statistical Digest for September 1965, stated that the anticipated level of Gross Domestic Product in 1965 would be in the order of 2 to 2½ per cent higher than that of the previous year, rather than the 4 per cent predicted in the Annual Economic Survey published before the Budget.

It was pointed out that the percentage growth in the population would exceed this figure and therefore, there could be no substantial increase in *per capita* incomes.

(2) The Level of Wages and Salaries for Unionizable Employees in the Oil Industry compared with those paid by other leading Employers

Detailed comparisons made between the wages and salaries for various categories of unionizable employees in the Oil Industry with those paid by other employers showed that the wages and salaries being paid by the Respondents were amongst the best if not the highest. The Respondents pointed out that in respect of minimum starting salaries for unionizable staff employees that the Oil Industry's minimum salaries compared more than favourably with those of other leading employers, and therefore, the Respondents considered that there was no justification for increases in minimum salaries. The Respondents acknowledged that existing employees should receive a negotiated general increase.

(3) Movement of Wages and Salaries for Unionizable Employees

The Respondents had drawn the Claimants' attention to the moderate upward movement in wages and salaries for unionizable employees in commerce and industry in Kenya which had taken place during 1965.

(4) The Moderate Increase in Cost of Living during the period under review (1st September 1963/1st November 1965).

The Respondents had drawn the attention of the Claimants to the fact that the middle-income Index of Consumer Prices was the most appropriate cost of living index for the Respondents' operative and unionizable staff employees. Since this index came into effect in July 1964, there had been an increase of 1.5 per cent up to the end of October 1965. The increase in the Wage Earners' Index of Consumer Prices in Nairobi during the period September 1963, to the end of October 1965, amounted to 3.6 or 3.5 per cent.

The Respondents submitted that during the course of negotiations the Claimants would not accept the validity of their arguments and made only token reductions in their high demands. They submitted that they had made an original offer of Sh. 10 per month to both operative and unionizable staff employees and that during the course of negotiations they had increased this to Sh. 12 per month for unionizable staff employees and Sh. 11/76 (6 cents per hour) for operative employees. These offers were subsequently increased during conciliation to Sh. 15/68 per month (8 cents per hour) for operative employees and Sh. 15 per month for unionizable staff employees.

In further elaboration of the aforesaid arguments the Respondents submitted as follows:—

A.—The General Economic Situation in Kenya

In the latest Kenya Statistical Digest, Volume III, No. 3 of September 1965, the following passage appeared:—

"There is little evidence to suggest that the level of employment changed in the 3rd quarter, and when all trends are considered together the forecast rate of growth in gross domestic product for 1965 remains unchanged from that indicated in the last quarterly report, viz. 2 to 2½ per cent."

Against this background it was essential that any increases in wages and salaries should take into account the need to minimize inflationary tendencies in the economy.

B.—Comparison of Wage Rates for Operative employees and Salaries for Unionizable Staff employees in the Oil Industry with those of other leading employers in Commerce and Industry.

The Respondents submitted details of wages and salaries being paid in the country by various other employers. This they claimed revealed that the wages paid by them to their operative employees and the salaries for the unionizable staff employees were among the highest in the country and in many cases were the very highest in the country. It was revealed that the average wage paid to an operative employee in the Oil Industry was Sh. 447 per month, and to a unionizable staff employee Sh. 949 per month. The terms and conditions of service other than wages and salaries for employees were equally generous.

C.—Movements in Wages for Operative and Salaries for Unionizable Staff employees during 1965.

The Respondents submitted that generally speaking 1965 was a year of moderate increases and that the numerous Industrial Court Awards bore this out. They drew the Court's attention to its Awards in Causes No. 47 and 48 of 1965 in which increases of Sh. 15 and Sh. 20 had been granted in the Bottling and Brewing Industries. As these employees were among the highest paid in the country the Respondents considered that the offers made by them were fair and reasonable in the light of current wage movements.

D.—Increased Cost of Living

The Respondents submitted that the cost of living index which was most appropriate to their operative and unionizable staff employees was the Middle-Income Index of Consumer Prices. This index was designed to cover employees earning between £200 and £700 per annum. It was significant that this index which had a base 100 points in July 1964, stood at 101.5 points at the end of October 1965. A study of the Wage Earners' Index of Consumer Prices in Nairobi showed that there was no increase in the cost of living between September 1963, and July 1964, in fact there was a decline. The increase in the Wage Earners' Index of Consumer Prices for Nairobi during the period under review showed an increase of 3.5 per cent. The Respondents pointed out that the offer of Sh. 15/68 to their lowest-paid workers, namely General Hands in Grade 9, amounted to an increase of 6.2 per cent over the basic wage of Sh. 250/88, and 5 per cent of the basic wage plus housing allowance and housing subsidy amounting to Sh. 315/88. Accordingly, the Respondents submitted that their offer exceeded the cost of living for the lowest-paid workers and provided a substantial increase in wages.

Bearing in mind that their unionizable employees were among the very highest paid employees in Kenya, the Respondents submitted that their offers were completely fair and realistic.

The Respondents drew the Court's attention to the alternative offer which they had made for operative employees involving consolidation of housing allowance and housing subsidy where applicable. The details of these offers were submitted to the Court and these offers would have the effect of introducing a consolidated unified monthly rate throughout Kenya. Employees would benefit from enhanced wage increases ranging from Sh. 15/96 for Grades 1 to 3 in Nairobi to Sh. 24/96 to employees in Eldoret, Nakuru, Lumbwa, Nanyuki and Thomson's Falls. Employees in Grades 4 to 10 in Nairobi and Mombasa would receive increases of Sh. 17/32 per month and those in Eldoret, Nakuru, Lumbwa, Nanyuki and Thomson's Falls Sh. 26/32 per month. In addition operative employees would benefit by increases in overtime pay as overtime was calculated on the basic rate which at present excluded the housing allowance and housing subsidy where applicable. Also as Provident Fund, other retirement benefits and redundancy payments were calculated on the basic pay of employees, the consolidation of housing allowance and housing subsidy would also provide operative employees with increased termination benefits.

The Respondents submitted that the Cost of Living Index on which the Claimants had based their case covered executive employees and included such items as domestic servants' wages and was not intended to cover the cost of living in the middle-income group. They further submitted that the petroleum product consumption figures bore no relevance to the establishment of wage/salary levels. Oil companies sharing the markets had increased from four to eight. The Respondents contended that the Claimants' Appendix 9 (Number Employed and Annual Wage Bill by individual Oil Companies in Kenya for 1965) had no bearing on the case before the Court. They stated that both the Middle-Income Index of Consumer Prices and the Wage Earners' Index of Consumer Prices took the cost of school fees into account. They also stated that other information submitted by the Claimants was not relevant to the dispute, and therefore, the Court should disregard it.

2. On the house allowance for unionizable staff employees the Respondents submitted that all their unionizable staff had always been paid a consolidated salary in excess of the statutory minimum wage plus statutory housing allowance and that this practice was in line with that of other commercial and industrial employers. The Claimants' proposal for the introduction of a housing allowance for this category of employees was contrary to the trend in Kenya towards a clean wage. In this connection it was significant that the Government was working towards the elimination of separate housing allowances. The Respondents submitted that as their existing salaries for unionizable staff employees were among the very highest in the country there was no justification for placing them even further ahead by the introduction of a housing allowance. They, therefore, requested the Court to make a nil award on this issue.

3. The Respondents submitted that the minimum salaries which were being paid by them compared more than favourably with those of other leading employers. These minimum salaries were attractive to applicants for jobs at this level and

there was no justification for increasing them. The Respondents pointed out that an increase in minimum salaries would mainly benefit employees joining the company for the first time, in many instances as trainees. Existing employees were in most cases paid in excess of the minimum.

The Respondents very strongly submitted that the ability or inability of any industry to meet a Union's demands should not be taken into account when wages and salaries were fixed as this could create a dangerous situation in that the employers would then ask for a reduction in wages and salaries in a year when they suffered a loss. This view was upheld by Mr. David Richmond, Executive Officer of F.K.E. He also said that salaries paid to Management had no relevance when salaries were being fixed for unionizable employees. He denied that a high-wage economy policy had been put into effect. He stated that up-to-date no Government wage-policy had been announced. He also informed the Court that he was against the introduction of a housing allowance as the trend in the country was to move towards a consolidated wage.

In view of all the foregoing arguments the Respondents submitted that the Industrial Court should uphold the offers made by them at conciliation for general wage/salary increases and rule that there should be no change in minimum salaries for unionizable staff, and that there was no case for the introduction of a housing allowance for such staff. In the end the Respondents submitted that the Court's Award should be for a 12-month period commencing from 1st November 1965.

AWARD

6. The Court has very carefully considered all the arguments and submissions put forward by the Parties before coming to its findings.

(1) *(a) Wages for Operatives.*—The Court awards a wage increase of Sh. 30 per month to all operative employees.

(b) *Salary for Staff.*—The Court awards a wage increase of Sh. 30 per month to all staff employees.

During the hearing the Respondents made a strong plea for the consolidation of wages of operative employees. The Court finds that if the Respondents wish to consolidate the salaries of their operative and staff employees then they should embark on negotiations with the Claimants on this issue on the expiry of their existing agreements and awards.

(2) *Housing Allowance for Staff employees.*—In Cause No. 12 of 1964 between the Parties hereto the Court recorded the following:—

"In the absence of any definite evidence, the Court presumes that an element for housing was taken into consideration when wages were negotiated and feels, therefore, that this matter will be properly discussed at any future wage revision."

In view of this ruling the issue is now before the Court in the present dispute.

The Court is satisfied that at no time in previous negotiations was housing allowance consolidated with salaries for staff employees. The Claimants had during previous negotiations tabled this demand but without success. If consolidation had taken place this would certainly have been recorded in writing as is the case on some other issues. The absence of any Minute to that effect leads the Court to only one conclusion that in previous negotiations the Claimants did not succeed on this issue, but at no time had they forfeited their right of demanding this benefit.

In the present dispute this issue has been thoroughly discussed and gone into. On the arguments and evidence before the Court, the Court finds that there is no justification for denying this benefit to staff employees as operative employees earning the same wages or more than staff employees are in receipt of a housing subsidy.

The principle of paying a housing allowance to their employees has already been conceded by the Respondents as is evident from the case of operative employees, and as consolidation of housing allowance did not take place previously, the Court awards that all staff employees shall get a housing subsidy of Sh. 60 per month.

(3) *Minimum Salary Scales for Unionizable staff employees.*—Nil award.

7. This Award shall be with effect from 1st November 1965, and shall remain in force for a period of 12 months from that date.

Given in Nairobi this 10th day of March 1966.

SAEED R. COCKAR,
President.

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

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

GAZETTE NOTICE No. 1041

THE INDUSTRIAL COURT

CAUSE No. 60 of 1965

Parties:—

Kenya Union of Sugar Plantation Workers
and
Associated Sugar Company Limited

Issues in dispute:—

- (1) Engagement of Labour.
- (2) Probation Period.
- (3) Payment of Wages.
- (4) Hours of Work.
- (5) Tasks:
 - (a) Cane Cutting;
 - (b) Weeding;
 - (c) Earth Work;
 - (d) Lorry Loading and Lorry Drivers;
 - (e) Cane Loading;
 - (f) Rail Laying;
 - (g) Planting and Trash Turning;
 - (h) Seed Cutting;
 - (i) De-trashing;
 - (j) Set Cutting;
 - (k) Manuring.
- (6) Annual Leave.
- (7) Maternity Leave.
- (8) Gazetted Public Holidays.
- (9) Overtime Rates.
- (10) Severance Pay on Redundancy.
- (11) Compensation for Injury on Duty.
- (12) House Allowance.
- (13) Protective Clothing.
- (14) Payment for Sundays.
- (15) Incentive Bonus.
- (16) Wages.
- (17) Duration of Agreement.

1. The Parties shall hereinafter be referred to as:—

Kenya Union of Sugar Plantation Workers—Claimants.
Associated Sugar Company Limited—Respondents.

2. The Parties were heard in Mombasa on 27th and 28th January 1966, and 17th February 1966, in Nairobi. The Court visited the Respondents' sugar estate and saw the living conditions and the various tasks which were being performed on the estate. During the hearing the following issues were abandoned:—

- (e) Cane Loading.
- (f) Rail Laying.
- (g) Planting and Trash Turning.
- (h) Seed Cutting.
- (i) De-trashing.
- (j) Set Cutting.
- (k) Manuring.

GENERAL BACKGROUND

3. The Respondents took over the assets of Kenya Sugar Limited (in Receivership) from 1st June 1965, and in October 1965, registration and incorporation was effected. When the Respondents became an established entity there was no valid Recognition Agreement in existence nor was there a signed Memorandum of Agreement on Terms and Conditions of Service.

The Respondents' predecessor, Kenya Sugar Limited, was at one stage a member of the Kenya Sugar Employers' Union, but withdrew their membership in early 1964. During their ownership of the estate Terms and Conditions of Service were based on the Rogers Board of Inquiry and the recommended Terms of Service it contained, which were subsequently improved by the Tyrrell Award. However no signed Memorandum existed. Towards the end of 1963 there was a mass resignation of the Claimants' Branch Officials at Ramisi over unilateral negotiations by the National Executive with the result that in March 1964, the handling of employees' interests at Ramisi fell into the hands of what was referred to as a "Caretaker" Committee. Mr. Akumu who is now the General Secretary of the Claimants was at that time the Coast Representative of the Kenya Federation of Labour and played a prominent part in the Claimants' affairs at Ramisi. This Committee was confronted with the task of removing the disparity created by the unilateral negotiations held in Nyanza which had enhanced the earnings of Nyanza employees beyond the level of employees at the Coast for equal output, and which had brought about the disturbances.

As negotiations progressed the Respondents had made a move towards a consolidated document which set down the Terms and Conditions of Service for employees at Ramisi, and such a document had been tabled by them in negotiation. Unfortunately due to the change of the Claimants' leadership this document had not been completed and signed. The Care-

taker Committee carried on with the work of negotiating Terms and Conditions of Service for the employees and eventually a document had been completed in September 1964, and prepared for publication.

Due to the prolonged drought in 1964, Cane expectation from the estate was drastically reduced and in early 1965 urgent measures were necessary to stave off financial insolvency. The Company proposed closing-down for three months to tide them over the drought period and to reduce their costs at the same time. These emergency measures were inadequate and Receivers were appointed by the Standard Bank.

The step to close down caused considerable concern within the Government and, in January 1965, the Ministry of Labour convened a meeting attended by officials from the Ministries of Agriculture and Animal Husbandry, Commerce and Industry, Economic Development and Planning, and by Representatives of the Federation of Kenya Employers and the Receivers appointed by the Bank. The laying-off of employees contributed again to unrest among the employees at the estate.

When the Respondents became an Incorporated Company in October 1965, the Claimants forwarded comprehensive proposals to them as being the basis for working out an agreement covering the employees' Terms and Conditions of Service. Meetings were held between the Parties but agreement was not reached and on 15th November 1965, a dispute was notified to the Minister for Labour by the Claimants. An investigator was appointed but the investigation was not productive and the Parties decided to refer the matter to the Industrial Court. The dispute was referred to the Industrial Court by the Parties on 9th December 1965, in accordance with the Trade Disputes Act, 1965.

MAIN SUBMISSIONS ON BEHALF OF THE CLAIMANTS

4. The Claimants submitted that sugar plantation workers, like most workers in the other plantations worked under sub-human conditions. Wages were extremely low, houses were extremely poor, water services were very poor, sanitation was terrible, welfare and recreational services were unknown and schooling facilities for the workers' children were completely inadequate.

The Claimants stated that Government together with employers should initiate the following:—

1. (a) General wage improvement for all agricultural workers.
(b) Housing schemes.
2. Free health and educational services for farm workers and their children.
3. Recreational and welfare services (halls, cinemas, games, etc.).
4. Provision of cheap food for farm workers, if necessary, at subsidized rates.
5. Exempt agricultural workers from Personal Tax and other local levies.

The Claimants drew the Court's attention to the historical background of the Sugar Industry throughout the world, dating back to the days of slavery, and submitted that many of the present practices were somewhat identical and derived from past practices during those days. When slavery was abolished a system of indentured labour was devised which was a contract which bound the ex-slave to his master. This was a slight improvement on slavery.

The employers in the Sugar Industry had never dealt honestly with the Unions and this had led to industrial unrest and as a result a Board of Inquiry had been appointed. This Board of Inquiry did not, however, find a complete answer and there was still unrest. The workers had suffered severely in the past at Ramisi and the Claimants had hoped that with the advent of the present employers, things would have improved but, due to the influence of the Federation of Kenya Employers, no improvements were made. The Claimants submitted that the workers should be made to feel free by ending, once and for all, the ticket contract, or day rate system, which was based on indentured labour and hence slavery. Productivity could be increased by a free and contented labour force, provided that they were paid more wages and on a monthly basis.

The Claimants very strongly submitted that since Independence there had been no changes for the benefit of plantation workers. In July 1955, a survey had been carried out by the Ministry of Labour and the following figures, which included food rations but no housing, were published:—

General agricultural wages varied from Sh. 52 to Sh. 76;
Average wages for tea workers—Sh. 78;
Average wages for sisal workers—Sh. 71; and
Workers on mixed farms—Sh. 56.

Since Independence, and ten years after this survey, the Government Minimum Wage was Sh. 60 per month and Sh. 70 for ticket workers.

The Claimants rejected the arguments that any increase in the remuneration of their members would out-price Kenya's agricultural products from world markets. They stated that Brazil paid her coffee workers more and still competed with Kenya coffee on the world market and also that Tanzania agricultural workers earned more than Kenya agricultural workers, in spite of the fact that they had a common market.

The Claimants strongly submitted that productivity could never increase so long as low wages were retained and the housing accommodation provided remained at present standards. The Claimants submitted that a leading economist once said:—

"No doubt clean, healthy, cheerful surroundings tend to increase the output of workers. Up to a point they are therefore a good investment even from the standpoint of a completely selfish employer."

Conditions at Ramisi were so poor that people who were desperately looking for jobs refused to go there. The Claimants submitted that health and social services should be improved at Ramisi as a matter of extreme urgency. They submitted that peace at Ramisi could be achieved as follows:—

- (i) The introduction of a fair wage and good general terms and conditions of service;
- (ii) the establishment of a Joint Productivity Committee which would publish figures regularly to encourage productivity;
- (iii) employers should either be re-orientated or they should keep away from any negative influences.

The Claimants submitted that Ramisi was a sound economic proposition otherwise the Respondents, who were experienced sugar manufacturers, would never have taken it over. Also the Respondents had vast and wide interests in Uganda and Kenya and could well afford to invest in improvements generally.

The Claimants submitted that, unlike other plantation crop industries, the Sugar Industry was still far away from feeling the fluctuations of the world market as Kenya was not yet producing even half of her own sugar requirements. In 1961 Kenya imported sugar to the value of £948,506.

The Claimants refuted the argument that returns per acre in Nyanza were higher than at the Coast. They pointed out that Cane took 18 to 22 months to mature in Nyanza and only 12 to 14 months to mature in Ramisi. Therefore, they argued that while in Nyanza within a four-year period they might only have two or at the two-and-a-half crops at Ramisi they would certainly have no less than four crops. The Claimants quoted a speech made by the Minister for Labour, the Hon. Dr. Kiano, on 25th January 1966, as follows:—

"Agriculture on which our economy so greatly depends and which is the largest employing sector of our labour in the economy accounts for only about one-eighth of the National Wage Bill. I am not saying that all wages, whether in agriculture or in industry must be equal for the unskilled and semi-skilled workers, but so long as the wages in the agricultural field are so dismally low, thousands and thousands of our workers will keep on flocking to the towns and thus continue to aggravate the problem of urban employment.

Living and working in the agricultural sector of our economy must be made a bit more attractive money-wise, either as a smallholder, farmer or agricultural labourer, otherwise the current glaring discrepancies of wage earnings between urban and rural workers will continue to plague the nation.

I also believe that the agricultural sector offers greater opportunities for increased employment of our currently unemployed people, but I also believe that the earnings of workers in these areas will have to be re-examined, because most of them at present are far below subsistence level."

The Claimants submitted that the Industrial Court should implement the Government policy as intimated in the above speech. For the foregoing reasons the Claimants submitted that the Court should endorse their following demands on the various issues:—

(1) *Engagement of Labour.*—The Claimants submitted that all employees should be engaged on monthly terms of service. The Respondents should not take on contractors. Those workers engaged on a casual basis should generally receive higher emoluments than those on permanent terms and should automatically become monthly after two months. By accepting these demands the Court would be establishing a fair employment practice. The Claimants condemned the Respondents' statement that "the time is not ripe to talk on terms of a monthly contract for all".

(2) *Probation Period.*—The Claimants demanded that all persons engaged on monthly terms should be on probation for a period of one month from the date of their engagement, and that the services of a person on probation should be terminated by giving two weeks' notice or the payment of two weeks' wages in lieu of notice.

(3) *Payment of Wages.*—The Claimants submitted that the system whereby a sugar-worker was paid on a daily basis was wrong and that such a worker could only be regarded as a casual labourer. They supported the principle of increased productivity but they did not agree to wages being related to a daily task. Wages they claimed should be paid on the overall monthly or yearly output. All other monthly employees in Kenya were paid on a monthly basis, then why should a sugar-employee's monthly pay be related to daily tasks. A sugar-employee should be paid for good work approved by his supervisor or headman. The Claimants demanded that—

- (a) in respect of casual employees they should be paid at the end of each day's work;

(b) in respect of persons on monthly terms of service they should be paid at the end of each month and every employee should have a fixed monthly wage but should be encouraged to do a tonnage bonus to enable him to earn more;

(c) those who had served for a period of two years after probation should get one month's notice or payment in lieu. Those who had done two to five years' service should have three months' notice and those with over five years' service, six months' notice.

(4) *Hours of Work.*—The Claimants submitted that, except for those who were employed on task or piece-work, the working week should be of 35 hours and should consist of six hours every day—Monday to Friday—and five hours on Saturday. Watchmen should work eight hours a day and all additional hours above the standard week worked should be paid at the overtime rate of double time. The Claimants stated that at the Coast much more could be achieved by a concentrated six-hour day as opposed to long hours which were mostly wasted due to the heat.

(5) (a) *Cane-cutting.*—The Claimants submitted that the task should be an average 15 cwt. of cut-cane per day. In cases of non-completion the reasons should be checked whether it was due to ill-health or other factors and no employee should lose his day's pay arbitrarily before the Claimants' representative had been informed. The Claimants submitted that cane-cutting depended on a number of factors, two of which were the type of cane and rate of growth in the area. Referring to the Respondents' argument that in Cuba and Australia cane-cutters were paid three times, and in Cuba twice the Kenya rate for one ton of cane. The Claimants submitted that if the workers' earnings were doubled or trebled this would lead to increased productivity. Another difficulty to increase output was that a cane-cutter had to walk for two, three or even four miles before starting work.

(b) *Weeding.*—The Claimants submitted that a satisfactory weeding of 1,600 feet of growing cane each day, when such had not been cleaned between the lines by mechanical means, was a fair and reasonable task. Again, it was reasonable that, where the cane had been cleaned between the lines by mechanical means, the task should be 2,000 feet each day. Further, the weeding average for adult females should be as for males but reduced by one-quarter. Weeding average for juveniles should be as for adult males but reduced by one-third.

(c) *Earth Work.*—The Claimants suggested that the task under this issue should involve the removal of not less than 120 cu. ft. of earth per day per man—clearing of 8 ft. to be left between spoilage and drain.

(d) *Lorry Loading and Lorry Drivers.*—The Claimants submitted that in the past for loading and transporting sugar-cane from a distance of four miles or less a Driver and his men were given full tasks for four trips. Now the dispute was that Management had arbitrarily changed this to six trips and those Drivers who failed to fulfil six trips lost their day's pay.

In the past for loading and transporting sugar from a distance of more than four miles Drivers and their crews were expected to do three trips. Management had now arbitrarily changed the number of trips to four and workers who failed to fulfil the task lost their pay for that day.

The Claimants wanted to be paid on the previous basis and requested the Court to order the payment to the specific employees who had lost days for non-completion of their task under the new system.

(6) *Annual Leave.*—The Claimants demanded that on completion of one year's service an employee should be entitled to 30 working days' leave (excluding Sundays and Public Holidays) and leave pay should be paid when the man was due to proceed on leave. The Claimants submitted that half of the labour force came from as far away as Nyanza and of the remainder most came from distances of more than 100 miles away, from Tanga and Taita. The Claimants maintained that 30 days' leave would considerably reduce absenteeism and this would encourage labour stability. The workers had, out of necessity, to maintain another home in the Reserve.

(7) *Maternity Leave.*—The Claimants demanded maternity leave of three months with full pay and quoted from the I.L.O. Maternity Protection Convention in support as follows:—

1. Enable a female employee to abstain from work during the six weeks preceding the expected date of her confinement.
2. Oblige her to abstain from work during the six weeks following her confinement.
3. Provide her with free attendance by a doctor or certified midwife.
4. Provide her out of public funds or by means of insurance with a cash benefit sufficient for the full and healthy maintenance of herself and her child during the said period of abstention from work.
5. Prohibit her dismissal during the said periods or subsequent period of sickness.
6. Enable her to suckle her baby twice a day during working hours.

(8) *Gazetted Public Holidays.*—The Claimants submitted that all Public Holidays, Gazetted or otherwise, declared by the Head of State, were the workers' right and, therefore, unless otherwise directed by Parliament or Government, the workers should be paid on overtime rates if they were called upon to work during these holidays. The Claimants stated that this was a vital issue to the workers and they would be prepared to raise the matter in Parliament.

(9) *Overtime Rates.*—The Claimants demanded that overtime should be paid on the basis of time-and-half during the week, and double-time at night and on Saturday from 1 p.m. and on Sundays. Public Holidays should be paid at the rate of double-time and this should apply to all including Watchmen.

(10) *Severance Pay on Redundancy.*—The Claimants demanded that people who had worked with the Respondents should be paid severance allowances on the basis of one month's salary for every year of service and that this should include all past casual employment.

(11) *Compensation for Injury on Duty.*—The Claimants demanded that workers injured on duty should be paid full salary until they had recovered fully and resumed duty. They submitted that it was very unfair to expect a man to live on half of his salary, especially when he had been injured on duty. The salary itself was below subsistence level and, therefore, if it was further reduced it would be grossly unfair.

(12) *House Allowance.*—The Claimants submitted—

(i) that the majority of houses at the Respondents' Ramisi estate should be condemned, and if the Court could not do it then the Health Department should be called upon to do so;

(ii) that all workers who were not housed, or were housed in a condemned house, or were sharing accommodation with other workers, should be paid a house allowance of Sh. 30 per month.

The Claimants drew the Court's attention to the very poor and unhealthy accommodation that was provided for workers on the estate.

(13) *Protective Clothing.*—The Claimants accepted that this issue should be referred to the Factory Inspector at Mombasa for his advice.

(14) *Payment for Sundays.*—The Claimants rejected the principle that the Sunday payment of Sh. 15 should be tied only to productivity and should be applied discriminately. They submitted that the Sunday payment should be incorporated in wages as was done in all other industries.

(15) *Incentive Bonus.*—The Claimants submitted that wages paid by the Respondents were very low as were the Respondents' incentive rates. They demanded that for every additional one cwt. over and above the normal task, workers should be paid 50 Cents bonus. This would tremendously increase productivity.

(16) *Wages.*—The Claimants submitted that the following minimum rates of pay should be awarded:—

All unskilled labour	Sh. 250/-	per month.
Weeder (adult)	180/-	" "
Weeder (female)	180/-	" "
Cane-cutter, transport loading, railway upkeep and railway transport	7/50	day.
Watchmen	8/-	" "
Senior Headman	350/-	month.
Junior headman	300/-	" "
Driver (tractor of over 70 h.p.)	360/-	" "
Driver (tractor under 70 h.p.)	300/-	" "
Licensed on wheel tractor	400/-	" "
Unlicensed on wheel tractor	250/-	" "
Motor transport over 5 tons	450/-	" "
Motor cars	250/-	" "
Locomotive drivers	200/-	" "
Artisans with trade test grade 1	450/-	" "
Artisans without trade test grade 1	320/-	" "
Artisans without trade test but 10 years experience in the trade	300/-	" "
Artisans without trade test but 5 years experience in the trade	200/-	" "
Apprentice under the Industrial Training Act	200/-	" "
Junior clerks, weighing clerks	250/-	" "
Accounts clerks and shorthand typists	480/-	" "
Muster roll and stores clerks	350/-	" "
Telephone operator	300/-	" "

MEDICAL AND TEACHING STAFF

Hospital assistant with grade I	Sh. 900/-	per month
Hospital assistant with grade II	500/-	" "
Hospital assistant with grade III	350/-	" "
Senior dressers with experience over 10 years	400/-	" "
Senior dressers with experience under 10 years but with K.P.E. certificate	400/-	" "
Junior dressers with experience over 3 years but with school leaving certificate	300/-	" "
Midwife with grade I	400/-	" "
Midwife with Grade II	370/-	" "
Midwife with grade III		" "
Apprentice dressers with K.P.E.	250/-	" "
Apprentice dressers without certificates	180/-	" "
Qualified teachers with K.T.I	900/-	" "
Qualified teachers with K.T.II	750/-	" "
Qualified teachers with K.T.III	500/-	" "
Unqualified teachers, K.T.I	500/-	" "
Unqualified teachers, K.T.II	460/-	" "
Unqualified teachers, K.T.III	300/-	" "
All unskilled and semi-skilled casual employees, etc.,	7/50	per day.

(17) *Duration of Agreement.*—The Claimants submitted that the Court's award should be back-dated to 1st June 1965, when these demands were first tabled by them and that the award should remain in force for a period of one year from that date.

Finally, the Claimants wanted the following statements to be on record:—

(i) that they wanted to see the Respondents succeed;

(ii) that they wanted to see productivity increase;

(iii) that they wanted to see attendance improved.

But the Claimants submitted that all these could not be achieved without raising wages, and providing better housing and welfare facilities.

MAIN SUBMISSIONS ON BEHALF OF THE RESPONDENTS

5. The Respondents submitted that the Sugar Industry in Kenya had a chequered history and that the Industrial Court was now presented with the opportunity of introducing rationality into the affairs of a major contributor to this valuable industry. The Respondents were not only sugar growers/manufacturers in the country but were important producers making a contribution which could be greatly enhanced if certain factors which had hampered the development of the industry at Ramisi could be removed.

They had inherited a legacy of unhappy industrial relations, and a substantial deterioration in productivity despite a history on the estate of a progressive raising of the employees' living standards, and it was in this respect that the Respondents felt that the Court, by establishing terms of service on an equitable basis related to the historical background of negotiations, could set the Respondents on the road to improved productivity and the re-establishment of the estate's profitability which would mean a major contribution to the development of Kenya's economy.

The Respondents attributed the weakness in the Claimants' leadership for the absence of an agreement on Terms and Conditions of Service. They stated that shortly after the Tyrrell Arbitration, which published its award on 30th November 1963, Mr. Onguhda entered into unilateral negotiations with a member of the Employers' Union in Nyanza which had materially altered the wage structure as it was envisaged for the industry in the Arbitration Award. Mr. Onguhda's unilateral activities led to a breakdown in the Union followed by a mass resignation of its Branch Officials at Ramisi. This was followed by internal strife in the Union and resulted in chaos at Ramisi. This led to a lowering in productivity and Cane-cutters were producing as little as 0.4 and 0.5 of a ton per day. Arson was rife and incidents of lawlessness and indiscipline were common.

It was pointed out that even then the employers' aim was to turn the Company into a viable organization once again. Every effort was made to provide incentive for Cane-cutters to produce not only the quantity required under the Tyrrell Award but quantities in excess for which generous remuneration was offered.

The Respondents submitted that they wanted the Court to order the Claimants to sign and complete the Agreement which had been drawn up after lengthy and protracted negotiations between the Respondents' predecessors and, firstly, with the Union and then with the Caretaker Committee, headed by the present General Secretary of the Claimants, Mr. Akumu.

The Respondents stated that the Claimants' General Secretary had indicated his willingness to accept the Fringe Benefits as set out in the Nyanza Agreement, but had stated that there was a tactical need for him to defer the wage issue to some other forum. The Respondents also drew the Court's attention to a Press statement issued by the Claimants on 3rd November 1965, and stated that it clearly showed, that their General Secretary was interested in personal popularity and was not really concerned with the interests of workers at Ramisi.

The Respondents strongly denied that they had used delaying tactics. The Respondents had not accepted the said statement and had contacted the Permanent Secretary, Ministry of Labour, and drew his attention to the circumstances under which a meeting of the 2nd November had been adjourned.

The Respondents submitted that they were justified in saying that this type of conduct did not augur well for industrial relations and that it suggested a perpetuation of the old retrogressive Union policy (or lack of it) on the estate. The Respondents reiterated that for the benefit of the estate, the country's economy and the employees, the Court must itself undertake the task of providing a comprehensive Memorandum on Terms and Conditions of Service. The Respondents had, therefore, submitted to the Court a draft covering most of the material which had been negotiated and accepted by the Claimants' present leadership and requested the Court to endorse it and make it the Court's award, as this draft covered all the issues in dispute. The Respondents stated that the Court might feel that some changes to the draft were necessary but submitted that the basic document in its present form should be awarded by the Court, but with the proviso that certain material be excluded from the award as negotiations which took place with the Caretaker Committee were governed by the need to save the ship that was sinking.

GAZETTE NOTICE No. 1043

THE NATIONAL MUTUAL LIFE ASSOCIATION
OF AUSTRALASIA LIMITED

CHURCH SQUARE, CAPE TOWN

LOSS OF POLICY

Policy No. 584656 for Sh. 6,000 dated 8th January 1951, on the life of Cipriano Zacarias Castolino and the property of Maria Quiteria Sequeira E. Castolino.

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

J. H. NEWTON,
Manager for South Africa.

GAZETTE NOTICE No. 1044

THE OLD MUTUAL

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

MUTUALPARK, PINELANDS, C.P.

LOSS OF POLICY

Policy No. 1543433 for Sh. 1,250 dated 16-12-1959 on the life of Manubhai Himabhai Dadabhai Patel and the property of Manubhai Himabhai Dadabhai Patel.

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

G. K. LINDSAY,
General Manager.

GAZETTE NOTICE No. 1045

THE JUBILEE INSURANCE COMPANY LIMITED

(INCORPORATED IN KENYA)

MOMBASA

LOSS OF POLICY

Policy No. 4430 on the life of Mr. Valimuohmed Hassam Jamal (deceased) of Dar es Salaam

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

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

Mombasa,
15th March 1966.

GAZETTE NOTICE No. 1046

THE PIONEER GENERAL ASSURANCE SOCIETY
LIMITED

(P.O. Box 20333, Nairobi, Kenya)

LOSS OF POLICY

Life Assurance Policy No. 325828 dated 2nd May 1962

NOTICE is hereby given that evidence of the loss or destruction of the above policy has been submitted to the Society and any person in possession of the policy or claiming to have interest therein, should communicate within 30 days by registered post with the Society, failing any such communication, a certified copy of the policy (which shall be the sole evidence of contract) will be issued.

Nairobi,
14th March 1966.
NIMJI JAVER KASSAM,
Managing Director.

GAZETTE NOTICE No.

GAZETTE NOTICE No. 1047

THE TRADE MARKS ACT

(Cap. 506)

CANCELLATION OF REGISTERED TRADE MARK ON APPLICATION
BY THE PROPRIETORS

(Paragraph (c) of section 37 (1) and rules 85 and 86)

Pursuant to a request received on 22nd February 1966, it is hereby notified for general information that the Trade Mark No. 13270—LLOY—Class 34 (Schedule III) tobacco products—

advertised in the Kenya Gazette dated 3rd August 1965, Notice No. 2899, page 875, in the name of MARTIN BRINKMANN AKTIENGESellschaft of 4 Döttinger Strasse, Bremen, West Germany, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi, has been cancelled.

Pursuant to a request received on 14th February 1966, it is hereby notified for general information that the Trade Mark No. 13125—SUNLIGHT—Class 25, all goods included in Class 25 (Schedule III) more particularly complete articles of clothing, including inner and outer wear for men, women and children—advertised in the Kenya Gazette dated 22nd June 1965, Notice No. 2203, page 641, in the name of COMMERCIAL AND INDUSTRIAL COMBINE LIMITED, a limited liability company incorporated in Tanzania, of Plot No. 36/1, Ahmedabad Road, P.O. Box 835, Tanga, Tanzania, and c/o Messrs. Shah and Shah, advocates, P.O. Box 5839, Nairobi, has been cancelled.

Pursuant to a request received on 25th February 1966, it is hereby notified for general information that the Trade Mark No. 11560—Device of Swan—Class 16 (Schedule III) all sorts of writing instruments, in particular wood-cased, mechanical and ballpoint pencils and parts thereof (except fountain pens, stylographic pens, reservoir penholders, clips and ink)—advertised in the Kenya Gazette dated 29th January 1963, Notice No. 415, page 106, in the name of SCHWAN-BLEISTIFT-FABRIK SCHWANHAUSSER AND Co., trading abroad under the style of Swan Pencil Co., a corporation existing under the laws of West Germany, of Nuremberg, West Germany, and c/o Messrs. Daly and Figgis, advocates, P.O. Box 34, Nairobi, has been cancelled.

Pursuant to a request received on 18th October 1965, it is hereby notified for general information that the Trade Mark No. 13045—VIVAMYCINE—Class 5 (Schedule III) antibiotics—advertised in the Kenya Gazette dated 25th May 1965, Notice No. 1884, page 537, in the name of KENYA OVERSEAS CO. LTD., a company organized and existing under the laws of the Republic of Kenya, and c/o Messrs. Kenya Overseas Co. Ltd., P.O. Box 2569, Burton Road, Light Industrial Area, Nairobi, has been cancelled.

Pursuant to a request received on 1st November 1965, it is hereby notified for general information that the Trade Mark No. 11666—FERIVIT—Class 5 (Schedule III) all goods included in Class 5—advertised in the Kenya Gazette dated 19th March 1963, Notice No. 1163, page 296, in the name of EVANS MEDICAL LIMITED (a British company) of Speke Boulevard, Speke, Liverpool 24, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa, has been cancelled.

Pursuant to a request received on 20th November 1965, it is hereby notified for general information that the Trade Mark No. 11767—Timba device—Class 12 (Schedule III) tyres and tubes, all made of rubber—advertised in the Kenya Gazette dated 7th July 1964, Notice No. 2177, page 596, in the name of NEW BHARAT TRADING COMPANY LIMITED, a limited liability company incorporated in Uganda, of Plot No. 13, Market Street, P.O. Box 778, Kampala, Uganda, and c/o Messrs. Hamilton Harrison and Mathews, advocates, P.O. Box 30333, Nairobi, has been cancelled.

Pursuant to a request received on 15th November 1965, it is hereby notified for general information that the Trade Mark Nos. 13465 and 13469 in Class 3 (Schedule III)—BERGER and BERGER device—all goods in this Class 3—advertised in the Kenya Gazette dated 9th November 1965, notice No. 4080, pages 1355 and 1362, in the name of KENYA PAINTS (BJN) LIMITED, of P.O. Box 18101, Nairobi, Manchester Road, Industrial Area, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi, has been cancelled.

Pursuant to a request received on 5th June 1965, it is hereby notified for general information that the Trade Mark No. 13077—PARALGIN—Class 5 (Schedule III) pharmaceutical preparations and substances for human use and veterinary use—advertised in the Kenya Gazette dated 1st June 1965, Notice No. 1956, page 570, in the name of MAY AND BAKER LIMITED, of Dagenham, Essex, England, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi, has been cancelled.

Nairobi,
11th March 1966.
O. J. BURNS,
Deputy Registrar of Trade Marks.

GAZETTE NOTICE No. 1048

THE TRADE MARKS ACT

(Cap. 506)

CANCELLATION OF ENTRY OF REGISTERED USER

PURSUANT to a request received from the Registered Proprietors and in accordance with section 31 (8) (b) and rule 98, it is hereby notified for general information that the entry in the name of East African Tobacco Company, of Rhokatan House, York Street, Nairobi, registered as the Registered User in respect of the Trade Mark No. TM/4188, "STATE EXPRESS" in Class 45 (Schedule II) and TM/11015 "555 STATE EXPRESS" in Class 34 (Schedule III)—particulars of which were advertised in the Kenya Gazette dated 21st January 1964, Gazette Notice No. 188, page 59, has been cancelled.

Nairobi,
15th March 1966.
O. J. BURNS,
Deputy Registrar of Trade Marks.

GAZETTE NOTICE No. 1049

THE TRADE MARKS ACT

(Cap. 506)

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

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

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

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

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

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

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

CLASS 12—SCHEDULE III



12706.—All types of tyres and tubes included in Class 12 (Schedule III). PNEUMATIQUES, CAOUTCHOUC MANUFACTURE ET PLASTIQUES KLEBER-COLOMBES, a French Company, trading as manufacturers and merchants, of Place de Valmy, a Colombes (Seine-France), and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. 17th November 1964.

CLASS 11—SCHEDULE III



13483.—All goods included in this class. MATSUSHITA SEIKO Co., LTD., a Japanese Company, manufacturers, of 18, 1-chome, Imafuku Kita, Joto-ku, Osaka, Japan, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. 27th September 1965.

CLASS 12—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the device of a motor cycle.

13172.—Lightweight motor cycles, motor cycles, motor vehicles, cars and other vehicles for locomotion by land together with the parts and accessories for the aforesaid goods all included in Class 12 (Schedule III); also spare parts and accessories included in Class 12 (Schedule III) for other apparatus for locomotion by air and water. DUCATI MECCANICA S.p.A., manufacturers and merchants, of Borgo Panigale, Bologna, Italy, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. To be associated with No. 13414. 2nd July 1965.

CLASS 9—SCHEDULE III

ADD PUNCH

Registration of this trade mark shall give no right to the exclusive use of the words "ADD" and "PUNCH" each in their original signification and apart from the mark as a whole.

B.13277.—Adding and subtracting machines, data processing machines, electrical and electromechanical calculating and recording apparatus, components and parts thereof. FRIDEN, INC., manufacturers, of 2350 Washington Avenue, San Leandro, California, U.S.A., and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. 22nd July 1965.

PRAKTIKA FX

Registration of this trade mark shall give no right to the exclusive use of the letters "FX".

13305.—Photographic, cinematographic and optical apparatus and instruments and parts thereof included in Class 9 (Schedule III). VEB PENTACON DRESDEN KAMERA-UND KINOWERKE (a Company organized under the laws of the German Democratic Republic), manufacturers and traders, of Dresden A 21, German Democratic Republic, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 29th July 1965.

CLASS 11—SCHEDULE III

PALABA

13001.—Flashlights, torches, parts thereof, and other lighting apparatus of all kinds. BATERIA SLANY, NARODNI PODNIK, manufacturers, of Slany, Czechoslovakia, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. 15th April 1965.

CLASS 16—SCHEDULE III

LIFE

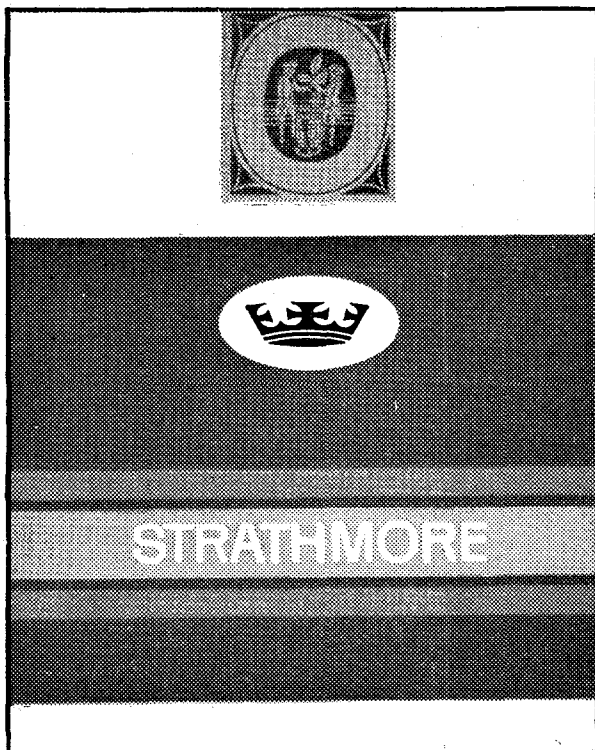
13480.—Printed matter; newspapers and periodicals, books, photographs, cards, maps, charts; correspondence courses; instructional materials; music books; stationery and office requisites. TIME, INCORPORATED (a Corporation organized under the laws of the State of New York, United States of America), manufacturers, printers and publishers, of 1271 Avenue of Americas, City of New York, State of New York, United States of America, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 27th September 1965.

CLASS 22—SCHEDULE III



12469.—Fishing nets but not fishing nets made wholly or partly of cotton. TOYO RAYON CO. LIMITED (TOYO RAYON KABUSHIKI KAISHA) (a Corporation organized under the laws of Japan), manufacturers and merchants, of No. 2, 2-chome, Nihonbashi-Muromachi, Chuo-ku, Tokyo, Japan, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. To be associated with Nos. 12466-8 and 12470. 26th June 1964.

CLASS 34—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the device of the tobacco leaf and also the device of crown.

The application is limited to the colours maroon, blue, white, gold and black as shown on the label.

Condition that all blank spaces shall, where the mark is in use, remain unoccupied, or, if occupied, then by matter of a purely descriptive nature and non-trade mark character.

13328.—Tobacco, whether manufactured or unmanufactured. REMBRANDT TOBACCO CORPORATION (OVERSEAS) LIMITED (a Company organized and existing under the laws of Switzerland), manufacturers, of Weinbergstrasse 79, Zurich 8035, Switzerland, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. To be associated with No. 12358. 13th August 1965.

CLASS 25—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the device of clothes being rinsed.

13418.—Complete articles of clothing including under and outer clothing made of cotton or in which cotton predominates. CLUETT, PEABODY AND CO. INC., a Corporation organized and existing under the laws of the State of New York, United

States of America, of 433 River Street, Troy, State of New York, United States of America, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. 4th September 1965. To be associated with Nos. 7520, 7525, B.12599, 13417 and 13212.

CLASS 16—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the word "POLLY".

13441.—Polythelene film and tubing, plastic bags, printed plastic bags and plastic wrappers. TANGANYIKA TEGRY PLASTICS LIMITED, manufacturers and merchants, of 18, Pugu Road, P.O. Box 2219, Dar es Salaam, Tanzania, and c/o Messrs. Hamilton Harrison and Mathews, advocates. P.O. Box 30333, Nairobi. 13th September 1965.

CLASS 34—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the words "KING SIZE VIRGINIA FILTER" and the numerals "20".

In use in relation to the goods covered by the specification other than the descriptions "King Size", "Virginia Filter", "filter cigarettes", "Filter tipped" and the numerals "20", the mark will be varied by the substitution of the name of such goods for the aforesaid descriptions.

13348.—Tobacco, whether manufactured or unmanufactured. ALFRED DUNHILL LIMITED, manufacturers and merchants, of 30 Duke Street, St. James's, London, S.W.1, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. To be associated with No. 3079. 23rd August 1965.

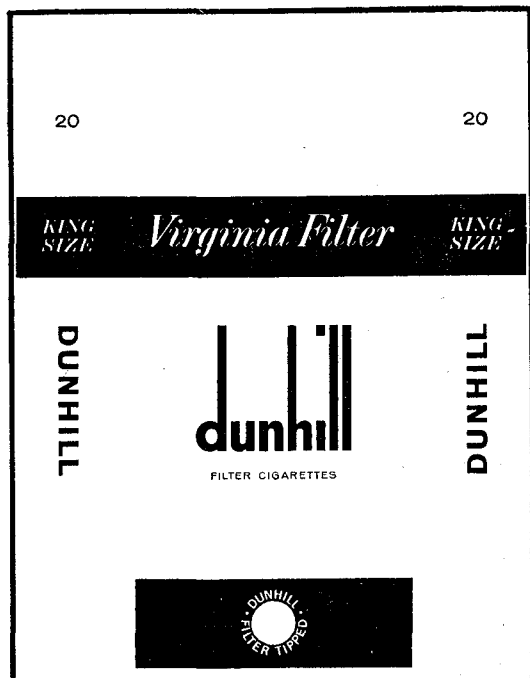
CLASS 20—SCHEDULE III

AFRICA STAR

Registration of this trade mark shall give no right to the exclusive use of the word "AFRICA".

9388.—Furniture including mattresses. VONO LIMITED, manufacturers, of Dudley Port, Tipton, County of Stafford, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates. P.O. Box 29, Mombasa. 8th October 1959.

CLASS 34—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the words "KING SIZE VIRGINIA FILTER" and the numerals "20".

This application should be limited to the colours gold, blue and black as shown on the label.

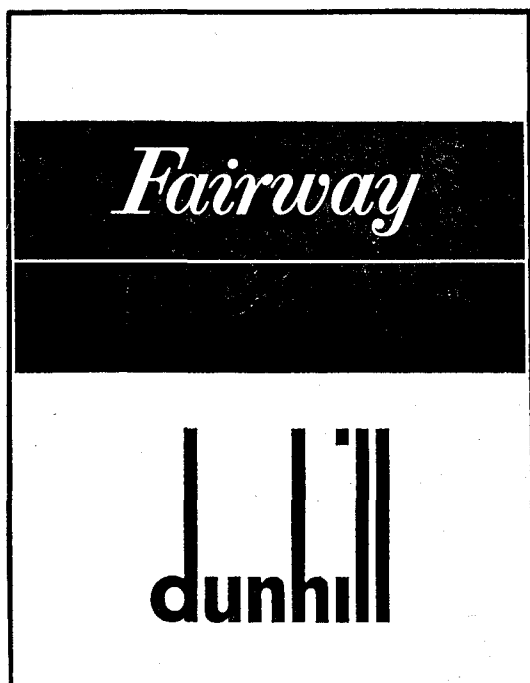
13389.—Tobacco, whether manufactured or unmanufactured. ALFRED DUNHILL LIMITED, a Company incorporated under the laws of England, manufacturers and merchants, of 30 Duke Street, St. James's, London, S.W.1, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. 30th August 1965. To be associated with No. 3079.

CLASS 6—SCHEDULE III

MAINGRIP

13134.—Steel rods for use in concrete reinforcement. A. AND J. MAIN AND COMPANY LIMITED, a limited liability Company registered in Kenya, manufacturers, of P.O. Box 18151, Nairobi, Kenya, and c/o Messrs. Hamilton Harrison and Mathews, advocates, P.O. Box 30333, Nairobi. 12th June 1965.

CLASS 34—SCHEDULE III

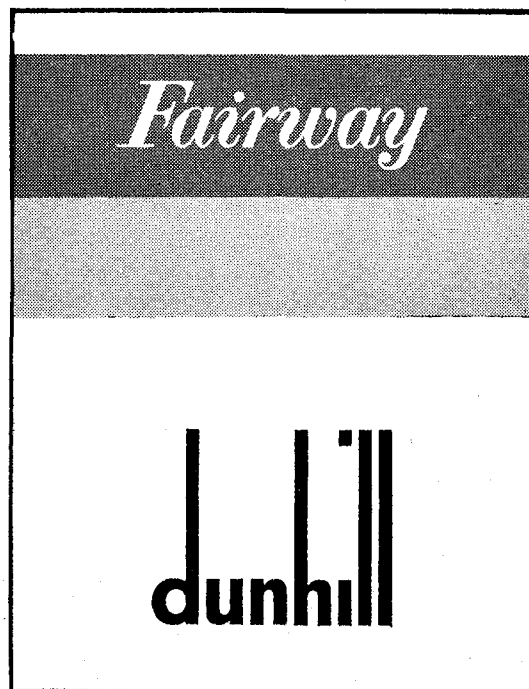


Condition of registration that the expanse of blank space shall, when the mark is in use, remain vacant, or, if occupied, then by matter of a purely descriptive nature and non-trade mark character or by other matter forming the subject of

Kenya Trade Mark registrations in the name of the applicants and for the same or similar description of goods.

13492.—Tobacco, whether manufactured or unmanufactured. ALFRED DUNHILL LIMITED, a Company incorporated under the laws of England, manufacturers and merchants, of 30 Duke Street, St. James's, London, S.W.1, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. To be associated with Nos. 13390, 13479, 13388, 13389, 13348, 3079, 3078 and 3080. 2nd October 1965.

CLASS 34—SCHEDULE III



This application should be limited to the colours silver, dark blue, light blue and black.

Condition of registration that the blank space shall, when the mark is in use, remain vacant, or, if occupied, then by matter of a purely descriptive nature and non-trade mark character or by other matter forming the subject of Kenya Trade Mark registrations in the name of the applicants and for the same or similar description of goods.

13390.—Cigarettes. ALFRED DUNHILL LIMITED, a Company incorporated under the laws of England, manufacturers and merchants, of 30, Duke Street, St. James's, London, S.W.1, England, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. To be associated with Nos. 13389 and 13348. 30th August 1965.

CLASS 3—SCHEDULE III



VICHY SOURCE DE BEAUTE

The French expression "Vichy Source de Beaute" appearing in the mark means "Vichy Well-Spring of Beauty".

B.13502.—Cosmetics. SOCIETE D'HYGIENE DERMATOLOGIQUE DE VICHY VICHY SOURCE DA LA BEAUTE, manufacturers, of 28, Rue du President Wilson a Vichy (Allier), France, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. 7th October 1965. To be associated with No. 13501.

CLASS 34—(SCHEDULE III)



Registration of this trade mark shall give no right to the exclusive use of the letter "R".

13450.—All goods in this Class 24 (Schedule III). SOCIETA RHODIATOCE S.p.A., manufacturers, of Pizza Erculea 15, Milan, Italy, and c/o Messrs. Kaplan and Stratton, advocates, P.O. Box 111, Nairobi. 14th September 1965.



13495.—All goods in Class 22 (Schedule III). FARBENFABRIKEN BAYER AG., manufacturers, of Leverkusen-Bayerwerk, W. Germany, and c/o Messrs. Atkinson, Cleasby and Company, advocates, P.O. Box 29, Mombasa. To be associated with No. 13490. 2nd October 1965.

Nairobi,
10th March 1966.

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

GAZETTE NOTICE No. 1050

IN THE HIGH COURT OF KENYA AT NYERI

CRIMINAL CAUSE LIST

Before the Honourable Mr. Justice Sherrin

In Court on Monday, 28th March 1966 at 10 a.m.

For Plea

Cr. C. No. 251/66 Republic v. 1. Mukunya Munyi, 2. Gitonga s/o Maina.

Cr. C. No. 381/65 Republic v. Musa Nguru s/o James Musuti.

For Mention

Cr. C. No. 40/64 Republic v. Wamwati s/o Ngure.

For Hearing After Above

Cr. C. No. 251/66 Republic v. 1. Mukunya Munyi, 2. Gitonga s/o Maina.

Tuesday, 29th March 1966 at 9.30 a.m.

For Hearing

Cr. C. No. 381/65 Republic v. Musa Nguru s/o James Musuti Nguru.

Wednesday, 30th March 1966 at 9.30 a.m.

Part Heard

Cr. C. No. 381/65 Republic v. Musa Nguru s/o James Musuti Nguru.

Thursday, 31st March 1966 at 9.30 a.m.

Part Heard

Cr. C. No. 381/65 Republic v. Musa Nguru s/o James Musuti Nguru.

Friday, 1st April 1966 at 9.30 a.m.

Notice of Motion

C.C. No. 10/64 The Standard Bank Ltd. v. Joseph Mahugu.

C.C. No. 5/61 Fakirmohamed Lakhani and Sons v. Abdo Sheikh Brothers.

C.C. No. 4/66 Moya Drift Farm Ltd. v. Macharia Muchemi, trading as North Tetu Farmers Butchery.

For Mention

C.C. No. 36/64 Nyeri County Council v. James Kuria Kingori.

For Commissioner's Report

C.C. No. 13/60 Francis Nyamu v. Gitare Reuben and Murage Chege.

District Registrar, Nyeri.

GAZETTE NOTICE No. 830

REPUBLIC OF KENYA

THE REGISTERED LAND ACT, 1963

(No. 25 of 1963)

EMBU TOWN—CINEMA PLOT

THE Commissioner of Lands on behalf of the Embu County Council gives notice that a plot in Embu Town, as described in the Schedule hereto, is available for alienation, and applications are invited for the direct lease 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 Embu County Council 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 Clerk of the Council, Embu County Council, P.O. Box 140, Embu. Applications must be sent so as to reach the Clerk of the Council not later than noon on 28th April 1966.

4. 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 Embu County Council, 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 5 below, the deposit will be credited to him.

(b) 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 below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

5. The allottee shall pay to the Embu County Council within 14 days of notification that his application has been approved the assessed stand premium and proportion of annual rent, together with the fees payable in respect of the preparation and registration of the lease and the stamp duty. In default of payment within the specified time the Commissioner of Lands or the County Council may cancel the allocation and the applicant shall have no further claim to the lease of the plot.

General Condition

1. The lease will be made under the Registered Land Act, 1963. The term of the lease will be 33 years from the first day of the month following the notification of the approval of the lease.

Special Conditions

1. The lessee shall complete the erection of approved buildings on the land within 24 months of the commencement of the term.

2. The erection of buildings shall not be commenced until plans (including block plans showing the positions of the buildings and a system of drainage for disposing of sewage, surface and sullage water), drawings, elevations and specifications thereof have been approved in writing by the Embu County Council and by any authority whose approval is required by law. Such plans, drawings, elevations and specifications shall be submitted for approval in duplicate.

3. The lessee shall maintain the buildings and the drainage system in good repair and condition to the satisfaction of the Council.

4. No additions shall be made to the approved buildings without the prior consent in writing of the Council.

5. The land shall only be used for the purposes of a cinema and the lessee shall, throughout the term and to the satisfaction of the Council, make substantial use of the land for such purposes.

6. The land shall not be used in any manner which the Council considers to be dangerous or offensive to the public or the neighbourhood.

7. The land shall not be subdivided.

8. The land shall not be charged, sublet, subleased or transferred without the prior consent in writing of the Council.

9. The lessee shall pay all sums that may from time to time be demanded by the Council in respect of the cost of constructing, maintaining, repairing, improving and renewing all roads, drains and sewers serving or adjoining the land.

10. The lessee shall be responsible for the payment of all rates, taxes, charges or duties of whatever description that may be levied, imposed or charged by the Government or any local government authority upon the land or the buildings.

Dated at Nairobi this 1st day of March 1966.

SCHEDULE

Embu Township

Plot No.—424.

Area.—0.2755 acre.

Stand premium.—Sh. 4,000.

Annual rent.—Sh. 800.

Road charges.—Payable on demand.

Survey fees.—Sh. 320.

Conveyancing fees.—Sh. 25.

Registration fees.—Sh. 10.

Stamp duty.—Sh. 98.

GAZETTE NOTICE No. 919

THE EAST AFRICAN INDUSTRIAL LICENSING
ORDINANCE, 1953APPLICATION FOR A DECLARATION
(Sections 17 (3) and (8))

IN ACCORDANCE with the provisions of section 17 of the East African Industrial Licensing Ordinance, 1953, it is hereby notified for general information that an application dated 9th December 1965, has been received from Kenya Aluminium and Industrial Works Ltd., for a declaration under section 17 of the Ordinance that, subject to existing rights, no further licences for the manufacture of enamel holloware shall be issued for a period of five years from the date of such declaration.

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

Dated this 3rd day of March 1966.

F. MAINA,
for Registrar.

GAZETTE NOTICE No. 920

THE EAST AFRICAN INDUSTRIAL LICENSING
ORDINANCE, 1953

(Section 8)

APPLICATION FOR THE TRANSFER OF AN INDUSTRIAL LICENCE

IN ACCORDANCE with the provisions of section 8 of the East African Industrial Licensing Ordinance, 1953, it is hereby notified for general information that an application dated 11th February 1966, has been received from Kilimanjaro Textile Corporation Ltd., of P.O. Box 9241, Dar es Salaam, for the transfer of an industrial licence to manufacture for sale and to erect, establish and operate a factory for the manufacture for sale of blankets of cotton and synthetic yarns.

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

G. KAMAU,
for Registrar,
Nairobi,
10th March 1966.

P.O. Box 30462, Nairobi.

GAZETTE NOTICE No. 1051

THE TRUST LAND ACT

(Cap. 288)

HOMA BAY TOWNSHIP—WORKSHOPS, GARAGES AND
GODOWN PLOTS

THE Commissioner of Lands on behalf of County Council of South Nyanza gives notice that plots in Homa Bay Township, as described in the Schedule hereto, are available for alienation and applications are invited for the direct grants of the plots.

2. Plans 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, South Nyanza, 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 District Commissioner, South Nyanza. Applications must be sent so as to reach the District Commissioner, South Nyanza, not later than noon on 22nd April 1966. Applications should be made on prescribed forms available from the office of the District Commissioner, South Nyanza.

4. 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 District Commissioner, South Nyanza, as a deposit, which will be dealt with as follows:—

(a) If the applicant is offered and takes up and pays for the plots within a period of 14 days as required in paragraph 5 below, the deposit will be credited to him.

(b) If the application is successful and the applicant fails to take up and pay for the plots offered to him within a period of 14 days, as required in paragraph 5 below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

5. The allottee shall pay to the District Commissioner, South Nyanza, 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 centum 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.

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 Trust Land Act (Cap. 288) and title will be issued under the Registration of Titles Act. The term of the grant will be 33 years from the first day of the month following the notification of the approval of the grant.

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

Special Conditions

1. The grantee shall erect for occupation within 24 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 Commissioner of Lands and shall maintain the same (including the external paintwork) in good and substantial repair and condition to the satisfaction of the County Council.

2. The erection of buildings shall not be commenced until plans (including block plans showing the position of the buildings and a system of drainage for disposal of sewage, surface and sullage water), drawings, elevations and specifications thereof have been approved in writing by the Local Authority and the Commissioner of Lands. Such drawings, elevations and specifications shall be submitted in triplicate to the Local Authority.

3. No additions shall be made to the buildings without the prior consent in writing of the County Council and the Commissioner of Lands.

4. The land and buildings shall only be used for the purpose of workshops, garages or godowns and the grantee shall throughout the term and to the satisfaction of the County Council make substantial use of the land and buildings for such purposes.

5. The land shall not be used in any manner which the County Council considers to be dangerous or offensive to the public in the neighbourhood.

6. The land shall not be subdivided, without the prior written consent of the Commissioner of Lands.

7. The grantee shall not alienate the land or part thereof by sale, charge, transfer of possession, but lease, bequest or otherwise howsoever without the previous consent in writing for the County Council of the South Nyanza. No application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 1 has been performed.

8. The grantee shall pay all sums that may from time to time be demanded by the County Council of South Nyanza in respect of the cost of constructing, maintaining, repairing, improving and renewing all roads, drains and sewers serving or adjoining the land.

9. The grantee shall be responsible for the payment of all taxes, charges or duties of whatever description that may be levied, imposed or charged by the County Council or any authority upon the land or building.

SCHEDULE

Plot No.	Area (Approx.)	Stand Premium	Annual Rent	Stamp Duty
	<i>Acres</i>	<i>Sh.</i>	<i>Sh.</i>	<i>Sh.</i>
1432/115	0.1953	1,300/00	260/00	35
1432/116	0.0918	640/00	128/00	25
1432/117	0.0892	621/60	124/30	25
1432/118	0.0892	621/60	124/30	25
1432/119	0.0918	640/00	128/00	25
1432/120	0.0918	640/00	128/00	25
1432/121	0.1049	731/20	146/20	25
1432/122	0.1835	1,250/00	250/00	35
1432/123	0.1228	856/00	171/20	25

Conveyancing fees, Registration fees and Survey fees in respect of each individual plot are Sh. 200, Sh. 25 and Sh. 199, respectively.

Dated at Nairobi this 14th day of March 1966.

GAZETTE NOTICE No. 942

THE TRUST LAND ACT

(Cap. 288)

COMMERCIAL BANK PLOT—KISII TOWNSHIP

THE Commissioner of Lands on behalf of County Council of Gusii gives notice that a plot in Kisii Township, as described in the Schedule hereto, is available for alienation and applications are invited for the direct grant of the plot.

2. Plans 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, Kisii, 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 District Commissioner, Kisii. Applications must be sent so as to reach the District Commissioner, Kisii, not later than noon on 15th April 1966. Applications should be made on prescribed forms available from the District Commissioner's office, Kisii.

4. 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 District Commissioner, Kisii, 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 5 below, the deposit will be credited to him.
- (b) 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 below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

5. The allottee shall pay to the District Commissioner, Kisii, 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.

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 Trust Land Act (Cap. 288), and title will be issued under the Registration of Titles Act. The term of the grant will be 33 years from the first day of the month following the notification of the approval of the grant.

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

Special Conditions

1. The grantee shall erect for occupation within 24 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 Commissioner of Lands and the Local Authority and shall maintain the same (including the external paintwork) in good and substantial repair and condition to the satisfaction of the District Commissioner, Kisii.

2. The erection of buildings shall not be commenced until plans (including block plans showing the position of the buildings and a system of drainage for disposal of sewage, surface and sullage water), drawings, elevations and specifications thereof have been approved in writing by the Local Authority and the Commissioner of Lands. Such drawings, elevations and specifications shall be submitted in triplicate to the District Commissioner.

3. No additions shall be made to the buildings without the prior consent in writing of the County Council and the Commissioner of Lands.

4. The land and buildings shall only be used for the purpose of Commercial Bank and the grantee shall throughout the term and to the satisfaction of the District Commissioner make substantial use of the land and buildings for such purpose.

5. The land shall not be used in any manner which the District Commissioner considers to be dangerous or offensive to the public in the neighbourhood.

6. The land shall not be subdivided without the prior written consent of the Commissioner of Lands.

7. The grantee shall not alienate the land or part thereof by sale, charge, transfer of possession, sublease, bequest or otherwise howsoever, without the previous consent in writing of the

County Council of Gusii. No application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 1 has been performed.

8. The grantee shall pay all sums that may from time to time be demanded by the County Council of Gusii in respect of the cost of constructing, maintaining, repairing, improving and renewing all roads, drains and sewers serving or adjoining the land.

9. The grantee shall be responsible for the payment of all taxes, charges or duties of whatever description that may be levied, imposed or charged by the County Council or any authority upon the land or buildings.

Dated at Nairobi this 5th day of March 1966.

SCHEDULE

Plot No.—1436/228.

Area.—0.2874 acre (approximately).

Stand premium.—Sh. 3,760.

Annual rent.—Sh. 752.

Stamp duty.—Sh. 90.

Survey fees.—Sh. 355.

Conveyancing fees.—Sh. 200.

Registration fees.—Sh. 25.

GAZETTE NOTICE No. 933

THE EAST AFRICAN INCOME TAX (MANAGEMENT) ACT, 1958

NOTICE is hereby given that all employers in East Africa are required under the provisions of subsection (3) of section 85 of the East African Income Tax (Management) Act, 1958, to furnish to the Commissioner of Income Tax a written return containing the name and address of the employer and the number of his employees from whose emoluments tax at the standard rate is to be deducted in accordance with section 121A.

Notice is hereby given to employers who have not yet furnished such information previously by completing the blue card sent to employers in June 1965, or who have not received a supply of P.A.Y.E. forms by 30th April 1966, to notify their local Income Tax Office and to supply that office with their name and address and the number of their employees from whose emoluments tax at the standard rate is to be deducted in accordance with section 121A.

Nairobi,
1st March 1966.

S. K. SEBAGEREKA,
Commissioner of Income Tax.

GAZETTE NOTICE No. 944

THE CROWN LANDS ACT

(Cap. 280)

TIMAU—GOVERNMENT LAND—106 ACRES (APPROXIMATELY)

THE Commissioner of Lands gives notice that applications are invited for alienation of the agricultural land detailed herebelow.

2. Applications must be submitted to the Commissioner of Lands, P.O. Box 30089, Nairobi, to arrive not later than noon on Friday, 13th May 1966.

3. A plan of the land may be seen at the Public Map Office, Lands Department, City Square, Nairobi, and copies may be obtained from the Public Map Office on payment of Sh. 3, post free.

Description.—L.R. No. 2818.

Locality.—Meru District.

Acreeage.—106 acres (approximately).

Unimproved value.—Sh. 5,300.

Annual rent.—Sh. 53.

Term.—Initially for a period of three years, being the period required for the fulfilment of the development conditions specified in section 33 of Cap. 280, and thereafter if the development conditions have been fulfilled a freehold agricultural grant will be made upon payment of the unimproved value as at the date of the initial lease.

Dated at Nairobi this 8th day of March 1966.

GAZETTE NOTICE No. 946

THE CROWN LANDS ACT

(Cap. 280)

PLOTS FOR BUILDERS YARD AND BUS DEPOT

THE Commissioner of Lands on behalf of the President of Kenya gives notice that the plots in Kisumu Municipality, 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, 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, Kisumu, 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 5th day of April 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 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 the Republic of Kenya or the Commissioner in respect of any antecedent breach of any condition therein 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 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 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 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 Builders Yard

(1) The land and buildings shall only be used for the purposes of a builders yard.

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

Special Conditions in Respect of Bus Depot

(1) The land and buildings shall only be used for the purposes of a bus depot.

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

SCHEDULE I

*Plots for Builders Yard—Four Plots**Area.—*

- (a) 0.61 acre (approximately).
- (b) 0.44 acre (approximately).
- (c) 0.48 acre (approximately).
- (d) 0.63 acre (approximately).

Stand premium.—Sh. 1,836 (each).

Annual rent.—Sh. 367/20 (each).

Stamp duty.—Sh. 45 (each).

Survey fees.—Payable on demand.

Road charges.—Payable on demand.

SCHEDULE II

Plot for Bus Depot

Area.—1.91 acres (approximately).

Stand premium.—Sh. 9,165.

Annual rent.—Sh. 1,833.

Stamp duty.—Sh. 220.

Survey fees.—Payable on demand.

Road charges.—Payable on demand.

GAZETTE NOTICE No. 753

THE CROWN LANDS ACT
(Cap. 280)

MOLO TOWNSHIP—PLOT FOR PRIVATE RESIDENTIAL PURPOSES

THE Commissioner of Lands gives notice that a plot adjoining Molo Township as described in the Schedule hereto is available for alienation and applications are invited for the direct grant of the plot.

2. A plan of the plot may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, or at the office of the District Commissioner, Nakuru, 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 Clerk of the Council, County Council of Central Rift, P.O. Box 138, Nakuru.

4. Applications must be sent so as to reach the Clerk of the Council, County Council of Central Rift, Nakuru, not later than noon on 30th 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 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.
- (d) Application forms may be obtained at the offices of both the District Commissioner, Nakuru, and the Clerk to the Council, County Council of the Central Rift, Nakuru.

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 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 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 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 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.

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

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

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

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

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

Dated at Nairobi this 1st day of March 1966.

SCHEDULE

Plot No.—Unsurveyed.

Area.—16.5 acres (approximately).

Stand premium.—Sh. 2,280.

Annual rent.—Sh. 456.

Road charges (initial contribution).—Payable on demand.

Survey fees.—Payable on demand.

GAZETTE NOTICE No. 1052

THE AFRICAN LIQUOR ACT
(Cap. 122)

BUNGOMA AFRICAN LIQUOR LICENSING BOARD

NOTICE is hereby given that the next meeting of the Bungoma African Liquor Licensing Board will be held in the Office of the District Commissioner, Bungoma, on Monday, 2nd May 1966, at 10 a.m., to consider applications for renewals, new licences and transfer of licences for the manufacture and sale of African intoxicating liquor.

Applications should reach the District Commissioner's Office not later than 15th April 1966.

All applicants for new and transfer licences should appear in person or by an advocate before the Board.

P. G. GITONGA,
Chairman,
Bungoma, *Bungoma African Liquor Licensing*
12th March 1966. *Board.*

GAZETTE NOTICE No. 1053

THE AFRICAN LIQUOR ACT
(Cap. 122)

TANA RIVER AFRICAN LIQUOR BOARD

THE statutory meeting of the Tana River African Liquor Board will be held on Monday, 6th June 1966, to consider applications for new, renewals and transfers of African Liquor Licences for the period 1st July 1966, to 31st December 1966.

Applications should reach this office not later than noon of Saturday, 16th April 1966.

J. G. N. MAHINDA,
President,
Galole, *Tana River African Liquor Board.*
9th March 1966.

GAZETTE NOTICE No. 1054

THE LIQUOR LICENSING ACT
(Cap. 121)

KISII LIQUOR LICENSING COURT

NOTICE is hereby given that the next statutory meeting of the Kisii Liquor Licensing Court will be held in the District Commissioner's Office, Kisii, on Monday, 16th May 1966.

All applications for grant, new, renewals, transfer and removal 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.

A. C. KANGETHE,
President,
Kisii Liquor Licensing Court.

GAZETTE NOTICE No. 1055

THE LIQUOR LICENSING ACT
(Cap. 121)

KISII LIQUOR LICENSING COURT

DULY authorized by the Provincial Commissioner, Nyanza Province, a special meeting of the Kisii Liquor Licensing Court will be held in the District Commissioner's Office, Kisii, on Monday, 4th April 1966, at 10 a.m., to consider the following applications:—

NEW APPLICATIONS

General Retail Liquor Licence

Messrs. Modern Gusii Bar, Restaurant and Butchery, Plot No. 13, Kisii Township, P.O. Box 585, Kisii.

Malt and Non-spirituous Liquor On-licence

Machoka Oyagi, Plot No. 12, Tinga Market, Kitutu Location, P.O. Box 97, Kisii.

A. C. KANGETHE,
President,
Kisii Liquor Licensing Court.

GAZETTE NOTICE No. 1056

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. 282 OF 1965

By David John Hugh Roche of Nairobi in Kenya, the attorney of Juliana Magdalena De Souza, daughter of the deceased, through Messrs. Hamilton, Harrison and Mathews, advocates, of Nairobi, for a grant of letters of administration intestate of the estate of Jacinto Thomas Sabino De Souza of London in England, who died at London, England, on the 11th day of July 1965.

(2) CAUSE No. 65 OF 1966

By (1) Keith Meredith Mousley and (2) Leslie Bennett Mousley, both of Nairobi in Kenya, the executors named in the will of the deceased, through Messrs. Kaplan and Stratton, advocates, of Nairobi, for a grant of probate of the will of George Bennett Mousley of Pietermaritzburg in South Africa, who died at Pietermaritzburg in South Africa on the 26th day of February 1964.

(3) CAUSE No. 67 OF 1966

By (1) Arvindrai Mansukhram Vajinath Dave and (2) Ashwin Kumar Mansukhram Vajinath Dave, both of Nairobi in Kenya, the executors named in the will of the deceased, through Messrs. J. J. Patel and Co., advocates, of Nairobi, for a grant of probate of the will of Mansukhram Vajinath Dave of Nairobi in Kenya, who died at Nairobi aforesaid on the 10th day of January 1965.

(4) CAUSE No. 68 OF 1966

By Kesarbai d/o Govind widow of Shamji Ramji Patel of Nairobi in Kenya, the executrix named in the will of the deceased, through D. G. Joshi, Esq., advocate, of Nairobi, for a grant of probate of the will of Shamji Ramji Patel of Nairobi in Kenya, who died at Sukhpur Cutch in India on the 12th day of May 1964.

(5) CAUSE No. 69 OF 1966

By Barclays Bank D.C.O. of Nairobi in Kenya, the executors named in the will of the deceased through Messrs. Archer and Wilcock, advocates, of Nairobi, for a grant of probate of the will of Dora Madoline Pollock Shields of Kitale in Kenya, who died at Kitale in Kenya on the 21st day of October 1965.

(6) CAUSE No. 70 OF 1966

By Edna Muriel Graham described in the will as Edna Muriel Burrow or Graham of Kitale in Kenya, the sole executrix named in the will of the deceased through Messrs. Hamilton, Harrison and Mathews, advocates, of Nairobi, for a grant of probate of the will of John Malise Graham of Subukia in Kenya, who died at Nairobi in Kenya on the 29th day of October 1965.

(7) CAUSE No. 71 OF 1966

By Barclays Bank D.C.O. of Nairobi in Kenya, the executors named in the will of the deceased through Messrs. Hamilton, Harrison and Mathews, advocates, of Nairobi, for a grant of probate of the will of Charles Udall of Nairobi in Kenya, who died at Nairobi aforesaid on the 4th day of January 1966.

(8) CAUSE No. 72 OF 1966

By (1) Alexander Medicks and (2) James Frederick Hume Hamilton, both of Nairobi in Kenya, two of the three executors (the third executor having predeceased the testator) named in the will of the deceased through Messrs. Hamilton, Harrison and Mathews, advocates, of Nairobi, for a grant of probate of the will of Charles Medicks of Nairobi in Kenya, who died at Nairobi aforesaid on the 23rd day of March 1965.

(9) CAUSE No. 73 OF 1966

By David John Hugh Roche of Nairobi in Kenya, the duly constituted lawfully appointed attorney of Phyllis Barbara Frances Hollana the residuary beneficiary named in the will and codicil of the deceased through Messrs. Hamilton, Harrison and Mathews, advocates of Nairobi, for a grant of letters of administration with will and codicil annexed of the estate of Gerald John Pink of Lamu in Kenya, who died at Lamu in Kenya, on the 5th day of March 1965.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before the 5th day of April 1966.

M. F. PATEL,
Deputy Registrar,
Nairobi, *High Court of Kenya, Nairobi.*
18th March 1966.

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

GAZETTE NOTICE No. 1057

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

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

(1) CAUSE No. 2 OF 1966

By Laxmiben Sunderji Kara w/o Sunderji Kara Parmar of Eldoret, Uasin Gishu District, Kenya, through M. P. Patel, Esq., advocate of Eldoret, for letters of administration intestate of the estate of the late Sunderji Kara Parmar of Kitale, Trans Nzoia District, Kenya, who died at Jinja, Uganda, on the 28th day of April 1964, and at the time of death had a fixed place of abode at Eldoret, Uasin Gishu District, Kenya.

(2) CAUSE No. 3 OF 1966

By Helen Erica Burnham w/o Harold Rayleigh Burnham of Songhor in Kenya, through Messrs. Shaw and Carruthers, advocates of Eldoret, for grant of probate of the will of Harold Rayleigh Burnham of P.O. Box 8, Songhor in Sirikwa County of Kenya, who died at Nairobi Hospital on the 28th day of December 1965, and at the time of death had a fixed place of abode at Songhor in Sirikwa County of Kenya.

(3) CAUSE No. 4 OF 1966

By Mrs. Mohinder Kaur Sohail w/o Rattan Singh Sohail of Eldoret, Uasin Gishu District, Kenya, for letters of administration intestate of the estate of the late Rattan Singh Sohail of Eldoret, Uasin Gishu District, Kenya, who died at Nairobi on the 20th day of December 1965, and at the time of his death had a fixed place of abode at Eldoret, Uasin Gishu District, Kenya.

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 9th day of April 1966.

O. P. SACHDEVA,

District Delegate,

Eldoret,
7th March 1966.

*Districts of Uasin Gishu, Trans Nzoia,
Nandi, Elgeyo and Marakwet.*

GAZETTE NOTICE No. 1058

PROBATE AND ADMINISTRATION

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

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

SCHEDULE

Public Trustee's Cause No.	Name of Deceased	Address	Date of Death	Testate or Intestate
22/66	Fridoline Henry	Karen, Nairobi	1-3-66	Intestate
23/66	Peter Joseph Mwau	Kilome, Machakos	7-2-65	Intestate
24/66	Ezekiel Murinda Nzuki	Nairobi	31-10-65	Intestate

Nairobi,
17th March 1966.

D. J. COWARD,
Public Trustee.

GAZETTE NOTICE No. 1059

ESTATE OF THE LATE FRANK NIELD

To All To Whom It May Concern

TAKE NOTICE that all persons having any claims against or owing money to the above-named Frank Nield late of Ballamodda, Isle of Man, who died at Douglas, Isle of Man, on 27th June 1965, are requested to prove such claims or to pay the amount due as the case may be to The Standard Bank Limited, P.O. Box 30299, Nairobi, Kenya, on or before the 18th day of May 1966, after which date the estate of the said deceased will be distributed or administered according to law having regard only to the claims against the estate of which we the said Bank shall then have notice.

Dated the 11th day of March 1966.

THE STANDARD BANK LIMITED,
*Trustee Branch,
P.O. Box 30299, Nairobi,
Attorney Administrator.*

GAZETTE NOTICE No. 1060

ESTATE OF THE LATE MRS. MARY ELIZABETH LISS

To All To Whom It May Concern

TAKE NOTICE that all persons having any claims against or owing money to the above-named Mrs. Mary Elizabeth Liss late of Barberton, Transvaal, South Africa, who died at Barberton aforesaid, on 14th May 1965, are requested to prove such claims or to pay the amount due as the case may be to The Standard Bank Limited, P.O. Box 30299, Nairobi, Kenya, on or before the 17th day of May 1966, after which date the estate of the said deceased will be distributed or administered according to law having regard only to the claims against the estate of which we the said Bank shall then have notice.

Dated the 10th day of March 1966.

THE STANDARD BANK LIMITED,
*Trustee Branch,
P.O. Box 30299, Nairobi,
Attorney Administrator.*

GAZETTE NOTICE No. 1061

ESTATE OF THE LATE GORDON JAMES MACDONALD

To All To Whom It May Concern

TAKE NOTICE that all persons having any claims against or owing money to the above-named Gordon James Macdonald late of Kikambala, near Mombasa, and Ndalat, Uasin Gishu District, Kenya, who died at Kikambala aforesaid on 17th September 1965, are requested to prove such claims or to pay the amount due as the case may be to The Standard Bank Limited, P.O. Box 30299, Nairobi, Kenya, on or before the 22nd day of May 1966, after which date the estate of the said deceased will be distributed or administered according to law having regard only to the claims against the estate of which we the said Bank shall then have notice.

Dated the 14th day of March 1966.

THE STANDARD BANK LIMITED,
*Trustee Branch,
P.O. Box 30299, Nairobi,
Executor named in the Will.*

GAZETTE NOTICE No. 1062

ESTATE OF THE LATE MRS. JEAN LE MESURIER LAVERS

To All To Whom It May Concern

TAKE NOTICE that all persons having any claims against or owing money to the above-named Mrs. Jean Le Mesurier Lavers of P.O. Box 6063, Likoni, Mombasa, Kenya, who died at Mombasa on the 9th day of July 1965, are requested to prove such claims or to pay the amount due as the case may be to Stanley Le Mesurier Lavers of c/o P.O. Box 30299, Nairobi, Kenya, on or before the 21st day of May 1966, after which date the estate of the said deceased will be distributed or administered according to law having regard only to the claims against the estate of which I the said Stanley Le Mesurier Lavers shall then have notice.

Dated at Nairobi this 14th day of March 1966.

STANLEY LE MESURIER LAVERS,
*c/o P.O. Box 30299, Nairobi,
Executor of the Will.*

GAZETTE NOTICE No. 1063

ESTATE OF THE LATE RONALD ARTHUR BARRAUD PARKER

To All To Whom It May Concern

TAKE NOTICE that all persons having any claims against or owing money to the above-named Ronald Arthur Barraud Parker late of 6, Park Road, Port Alfred, South Africa, formerly of Limuru, Kenya, who died at Grahamstown, South Africa, on 30th September 1965, are requested to prove such claims or to pay the amount due as the case may be to The Standard Bank Limited, P.O. Box 30299, Nairobi, Kenya, on or before the 21st day of May 1966, after which date the estate of the said deceased will be distributed or administered according to law having regard only to the claims against the estate of which we the said Bank shall then have notice.

Dated the 14th day of March 1966.

THE STANDARD BANK LIMITED,
*Trustee Branch,
P.O. Box 30299, Nairobi,
Attorney Administrator.*

GAZETTE NOTICE No. 1064

ESTATE OF THE LATE FLORUS PETRUS JACOBUS DE MEYER

To All to Whom It May Concern

TAKE NOTICE that all persons having any claims against or owing money to the above-named Florus Petrus Jacobus de Meyer late of Eloff, Transvaal, South Africa, and formerly of Hoey's Bridge, Kenya, who died at Delmas, South Africa, on 7th September 1964, are requested to prove such claims or to pay the amount due as the case may be to The Standard Bank Limited, P.O. Box 30299, Nairobi, Kenya, on or before the 18th day of May 1966, after which date the estate of the said deceased will be distributed or administered according to law having regard only to the claims against the estate of which we the said Bank shall then have notice.

Dated the 9th day of March 1966.

THE STANDARD BANK LIMITED,
Trustee Branch,
P.O. Box 30299, Nairobi,
Attorney of the Executor

GAZETTE NOTICE No. 1065

JAMES TAYLOR, 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 Kenya estate of the late James Taylor of Darwen, Lancashire in England, who died on the 27th day of March 1965, at Darwen aforesaid, is hereby required to send particulars in writing of his or her claim or interest to the undersigned before the 11th day of June 1966, after which date the attorney to the executors will distribute the Kenya estate among the persons entitled thereto, having regard only to the claims and interests of which he shall have had notice and will not as respects the property so distributed be liable to any person of whose claim he shall not have had notice.

Dated the 10th day of March 1966.

KAPLAN & STRATTON,
Advocates of the Attorney to the Executors,
P.O. Box 111, Queensway House,
York Street, Nairobi.

GAZETTE NOTICE No. 1066

ALEXANDER FERGUSON MCINTYRE, 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 Kenya estate of the late Alexander Ferguson McIntyre of Elie, Fife in Scotland, who died on the 6th day of April 1965, at Elie aforesaid, is hereby required to send particulars in writing of his or her claim or interest to the undersigned before the 11th day of June 1966, after which date the attorney to the executors will distribute the Kenya estate among the persons entitled thereto, having regard only to the claims and interests of which he shall have had notice and will not as respects the property so distributed be liable to any person of whose claim he shall not have had notice.

KAPLAN & STRATTON,
Advocates of the Attorney to the Executors,
P.O. Box 111, Queensway House,
York Street, Nairobi.

GAZETTE NOTICE No. 1067

BRUNO DI SOPRA, 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 Bruno Di Sopra of Nairobi, Kenya, who died on 8th October 1965, is hereby required to send particulars of his or her claim or interest in writing to Messrs. B. Sirley and Company, advocates, P.O. Box 5381, Nairobi, on or before the 23rd day of April 1966, after which date the intended executrix will distribute the estate amongst the persons entitled thereto having regard only to the claims and interests of which the said intended executrix shall have had notice and she will not be liable for the assets of the said deceased or any part thereof so distributed to any person or persons of whose claim or demand she shall not have had notice.

Dated at Nairobi this 11th day of March 1966.

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

GAZETTE NOTICE No. 1068

ARJAN SINGH s/o INDER SINGH, 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 Arjan Singh s/o Inder Singh of Nairobi, in Kenya, who died on the 15th day of June 1963 in India, 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 administrator will distribute the estate among the persons entitled thereto having regard only to the claims and interest of which he shall have had notice and will not as respects the property so distributed be liable to any person of whose claim he shall not have had notice.

Dated this 16th day of March 1966.

AKRAM AND ESMAIL,
Advocates,
Cambrian Building,
Government Road,
P.O. Box 11021, Nairobi.

GAZETTE NOTICE No. 1069

CONSTANCE MARGUERITE FISHER

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 Constance Marguerite Fisher of Nairobi in Kenya who died on the 4th day of March 1966 at Nairobi is hereby required to send particulars in writing of his or her claim or interest to the undersigned before the 25th day of June 1966 after which date the administrator will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which he shall have had notice and will not as respects the property so distributed be liable to any person of whose claim he shall not have had notice.

Dated this 16th day of March 1966.

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

GAZETTE NOTICE No. 1070

THE BANKRUPTCY ACT

(Cap. 53)

(Summary Case)

FIRST MEETING OF CREDITORS

Debtor's name.—Ronald George Pearce.
Address.—Dwa Plantation at Kibwezi.
Description.—Formerly a farmer.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 2 of 1966.
Date of first meeting.—13th April 1966.
Hour.—2.30 p.m.
Place.—Conference Room, State Law Office, Harambee Avenue, Nairobi.
Date of order for summary administration.—28th February 1966.

Dated this 16th day of March 1966.

O. J. BURNS,
Deputy Official Receiver.

GAZETTE NOTICE No. 1071

THE BANKRUPTCY ACT

(Cap. 53)

FIRST MEETING OF CREDITORS

(Summary Case)

Debtor's name.—Ratilal Vashram Bhanji, formerly trading as Amita Emporium.
Address.—P.O. Box 191, Kisumu.
Description.—Trader.
Court.—High Court of Kenya at Kisumu.
No. of matter.—B.C. 1 of 1966 (Kisumu).
Date of first meeting.—6th April 1966.
Hour.—2.30 p.m.
Place.—Conference Room, State Law Office, Harambee Avenue, Nairobi.
Date of order for summary administration.—14th March 1966.

Nairobi,
17th March 1966.

O. J. BURNS,
Deputy Official Receiver.

GAZETTE NOTICE No. 1072

THE BANKRUPTCY ACT
(Cap. 53)

NOTICE OF INTENDED DIVIDEND

Debtor's name.—Abdul Habib Adam.
Address.—P.O. Box 21222, Nairobi.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 14 of 1964.
Last day for receiving proofs.—8th April 1966.
Name of trustee.—Official Receiver.
Address.—P.O. Box 30031, Nairobi.

Nairobi,
17th March 1966.

O. J. BURNS,
Deputy Official Receiver.

GAZETTE NOTICE No. 1073

THE BANKRUPTCY ACT
(Cap. 53)

NOTICE OF INTENDED DIVIDEND
(Summary Case)

Debtor's name.—Noordin Manji Karamshi, formerly c/o West End Stores.
Address.—P.O. Box 2697, Mombasa.
Description.—Trader.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 22 of 1960.
Last day for receiving proofs.—8th April 1966.
Name of trustee.—Official Receiver.
Address.—P.O. Box 30031, Nairobi.

Nairobi,
15th March 1966.

O. J. BURNS,
Deputy Official Receiver.

GAZETTE NOTICE No. 1074

THE BANKRUPTCY ACT
(Cap. 53)

NOTICE OF INTENDED DIVIDEND

Debtor's name.—Somchand Kumbha Shah and Lalji Kumbha Shah, formerly trading as Lalji Kumbha Shah.
Address.—P.O. Box 7331, Nairobi.
Description.—Traders.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 39 of 1958.
Last day for receiving proofs.—8th April 1966.
Name of trustee.—Official Receiver.
Address.—P.O. Box 30031, Nairobi.

Nairobi,
17th March 1966.

O. J. BURNS,
Deputy Official Receiver.

GAZETTE NOTICE No. 1075

THE BANKRUPTCY ACT
(Cap. 53)

NOTICE OF INTENDED DIVIDEND

Debtor's name.—Renzo Scagliosi.
Address.—P.O. Box 1, Molo (formerly farming at Plot No. L.R. 2658/2, Thomson's Falls).
Description.—Farmer.
Court.—High Court of Kenya at Nairobi.
No. of matter.—B.C. 24 of 1964.
Last day for receiving proofs.—8th April 1966.
Name of trustee.—Official Receiver.
Address.—P.O. Box 30031, Nairobi.

Nairobi,
11th March 1966.

O. J. BURNS,
Deputy Official Receiver.

GAZETTE NOTICE No. 1076

THE BANKRUPTCY ACT
(Cap. 53)

ORDER MADE ON COMPLIANCE OF CONDITION FOR DISCHARGE

Debtor's name.—Natubhai Kashibhai Patel.
Address.—P.O. Box 6218, Nairobi.
Description.—Working on commission basis.
Court.—The High Court of Kenya, P.O. Box 30041, Nairobi.
No. of matter.—B.C. 27 of 1960.
Date of order.—7th March 1966.
Date of issue.—14th March 1966.
Nature of order made.—Debtor granted a final and absolute discharge.

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

GAZETTE NOTICE No. 1077

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

AND

IN THE MATTER OF VISOI SAW MILLS LIMITED
(In Voluntary Winding Up)

NOTICE is hereby given that the final general meeting of the Company will be held at Silopark House, Queensway, Nairobi, on Monday, 25th April 1966, at 10 a.m., for the purposes specified in section 283 of the Companies Act.

Dated this 15th day of March 1966.

W. BARR,
Liquidator,
P.O. Box 92, Nairobi.

GAZETTE NOTICE No. 1078

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

AND

IN THE MATTER OF BANKS ESTATE LIMITED
NOTICE OF FINAL MEETING

NOTICE is hereby given that the final general meeting of the Company will be held at 10.30 a.m. on Wednesday, 27th April 1966, at the offices of Barber, Bellhouse, Mwangi and Co., National Bank Buildings, Kenyatta Avenue, Nakuru, for the purpose specified in section 283 of the Companies Act.

Dated this 12th day of March 1966.

W. K. FORBES,
Liquidator,
P.O. Box 45, Nakuru.

GAZETTE NOTICE No. 1079

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

AND

IN THE MATTER OF GLENCAIRN ESTATE LIMITED
NOTICE OF FINAL MEETING

NOTICE is hereby given that the final general meeting of the Company will be held at 10.30 a.m. on Thursday, 28th April 1966, at the offices of Barber, Bellhouse, Mwangi and Co., National Bank Buildings, Kenyatta Avenue, Nakuru, for the purpose specified in section 283 of the Companies Act.

Dated this 12th day of March 1966.

W. K. FORBES,
Liquidator,
P.O. Box 45, Nakuru.

GAZETTE NOTICE No. 1080

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

AND

IN THE MATTER OF FENSBO ESTATE LIMITED
NOTICE OF FINAL MEETING

NOTICE is hereby given that the final general meeting of the Company will be held at 10.30 a.m. on Friday, 29th April 1966, at the offices of Barber, Bellhouse, Mwangi and Co., National Bank Buildings, Kenyatta Avenue, Nakuru, for the purpose specified in section 283 of the Companies Act.

Dated this 12th day of March 1966.

W. K. FORBES,
Liquidator,
P.O. Box 45, Nakuru.

GAZETTE NOTICE No. 1081

THE COMPANIES ACT
(Cap. 486)

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

HILO TRAILER (EAST AFRICA) LIMITED

Dated this 17th day of March 1966.

O. M. SAMEJA,
Assistant Registrar of Companies.

GAZETTE NOTICE No. 1082

THE COMPANIES ACT
(Cap. 486)

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

Budhwani's Limited.
Leslie and Anderson (Holdings) Limited.
Metal and Steel Corporation Limited.
Teroto Nominees Limited.
Mount Blair Limited.

Dated this 16th day of March 1966.

O. M. SAMEJA,
Assistant Registrar of Companies.

GAZETTE NOTICE No. 1083

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

Vokoli Youth Association, Nakuru Branch.
Gala Political Union.
Bomweri Welfare Club.

Dated this 17th day of March 1966.

D. J. COWARD,
Registrar of Societies.

GAZETTE NOTICE No. 1084

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

East African Women's League, Lakeside Branch.
East African Women's League, Gilgil Branch.
East African Women's League, Kipkabus Branch.
East African Women's League, Mau Summit Branch.
East African Women's League, Sotik Branch.
East African Women's League, Njoro Branch.
East African Women's League, Nyali Branch.
East African Women's League, Kitisuru Branch.
Kitale/Eldoret Hebrew Congregation.
Audit Sports Club.
Sugar Agents and Distributors Association of Kenya.
Molo-Turi Arts Club.
Nyanza Social Service League, Kisumu.

Dated this 17th day of March 1966.

D. J. COWARD,
Registrar of Societies.

GAZETTE NOTICE No. 1085

THE SOCIETIES ACT
(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 Schedule hereto.

SCHEDULE

Nyasaland and Rhodesia Club to Malawi Club.

Dated this 17th day of March 1966.

D. J. COWARD,
Registrar of Societies.

GAZETTE NOTICE No. 1086

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

PURSUANT to rule 17 of the Societies Rules, notice is hereby given that the societies listed in the Schedule hereto have been registered under the provisions of the Societies Act (Cap. 108).

SCHEDULE

Name of Society	Date Registration Effectuated
Kenya Justice	10-3-66
New Anchor Day and Night Club	10-3-66
Kenya Hides and Skins Exporters' Association ..	15-3-66
Kenya National Chamber of Commerce and Industry, Mombasa Chapter	15-3-66
Malindi Traders Association	15-3-66
Mombasa Kamagambo Association	15-3-66
Coast Investment Club, Mombasa	15-3-66

Dated this 17th day of March 1966.

D. J. COWARD,
Registrar of Societies.

GAZETTE NOTICE No. 1087

THE MALINDI AND MAMBRUI URBAN COUNCIL

SUPPLEMENTARY VALUATION ROLLS, 1965

NOTICE is hereby given that no objection to the draft Supplementary Valuation Rolls, 1965, having been received the said draft rolls have been signed and certified to that effect in accordance with section 12 (1) of the Valuation for Rating Act and now become the Supplementary Valuation Rolls, 1965, for Malindi Township.

S. M. EL-BEIDH,
*Acting Clerk to Council,
Council Office,
P.O. Box 371, Malindi.*

Malindi,
8th March 1966.

GAZETTE NOTICE No. 1088

THE CENTRAL PROVINCE PROVINCIAL COUNCIL

NOTICE OF TIME AND PLACE FOR NOMINATIONS

AN ELECTION is to be held of members to serve in the Central Province Provincial Council for the Baricho and Kiine Constituencies.

Nomination papers may be delivered by the candidate to the Returning Officer at District Commissioner's Office, Kerugoya, between the hours of eight o'clock in the morning and noon on the 19th day of March 1966.

Forms of nomination may be obtained at District Commissioner's Office, Kerugoya, on any week-day between the hours of nine in the morning and noon. The Returning Officer will prepare a nomination paper for signature at the request of a voter.

If the election is contested, the poll will take place on the 10th day of April 1966.

Dated the 8th day of March 1966.

R. E. ALAI,
*District Commissioner, Kirinyaga,
Returning Officer.*

GAZETTE NOTICE No. 1089

MOLO AREA COUNCIL

TENDERS FOR THE TENANCY OF BEERHALLS

TENDERS are invited for the tenancy and operation of the following beerhalls with effect from 1st May 1966:—

- Njoro Beerhall and Saloon Bar.
- Molo Beerhall and Bar.
- Elburgon Beerhall.

Forms of tender may be obtained on application to the Clerk of the Council, on depositing the sum of Sh. 400 per beerhall. 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—Njoro Beerhall and Saloon Bar", or
"Tender—Molo Beerhall and Bar", or
"Tender—Elburgon Beerhall"

to be received by him not later than noon on Saturday, 16th April 1966.

Each tender must be submitted on a separate form.

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

L. E. TARPLEE,
*Clerk of the Council,
County Hall,
P.O. Box 138, Nakuru.*

Nakuru,
14th March 1966.

GAZETTE NOTICE No. 1090

ARMED FORCES SUPPLY

TENDER NOTICE No. 2/66

TENDERS are invited for the supply of fresh fruit and vegetables, and potatoes, to the Army Supply Depot at Kahawa, during the period 1st May 1966, to 30th June 1967.

Tender documents may be obtained on written application from Dados (Sups.), Army Headquarters, P.O. Box 30503, Nairobi. The closing date for submission of tenders will be noon on Friday, 15th April 1966.

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

GAZETTE NOTICE No. 1091

THE TRANSFER OF BUSINESSES ACT
(Cap. 500)

NOTICE is hereby given that the business of photographers carried on by Thakorbhair Nathubhai Patel of P.O. Box 6820, Nairobi, Kenya, under the firm name and style of Neela Studio at Plot No. 209/693, Duke Street, Nairobi, was, on the 28th day of February 1966, sold and transferred to Chhotabhai Jhaverbhair Patel of P.O. Box 2112, Nairobi, who will carry on the said business under the same business name at the same place.

The address of the transferor is P.O. Box 6820, Nairobi.

The address of the transferee is P.O. Box 2112, Nairobi.

The transferee has not assumed and does not intend to assume any of the liabilities incurred in the said business by the transferor up to and including the 27th day of February 1966, and the same shall be paid and discharged by the transferor. All debts due by and owing to the transferor in respect of the said business up to and including 27th February 1966, will be received by the transferor.

Dated at Nairobi this 28th day of February 1966.

THAKORBHAI NATHUBHAI PATEL,
Transferor.
CHHOTABHAI JHAVERBHAI PATEL,
Transferee.

GAZETTE NOTICE No. 1092

THE TRANSFER OF BUSINESSES ACT
(Cap. 500)

NOTICE is hereby given that all business carried on by Anandrao Chaturbhair Patel, Sureshchandra Chaturbhair Patel, Sumanbhair Chaturbhair Patel and Sudev Kumar Chaturbhair Patel of P.O. Box 7, Athi River, Kenya, under the firm name and style of Ukamba Stores at Plot No. 3, Athi River Township, Athi River, was, on the 1st day of March 1966, sold and transferred to Vithalji Karsandas Khatri of Machakos who will carry on the said business under the same business name and style at the same place.

The address of the transferors is P.O. Box 7, Athi River.

The address of the transferee is P.O. Box 7, Athi River.

The transferee has not assumed and does not intend to assume any of the liabilities incurred in the said business by the transferors up to and including the 28th day of February 1966, and the same will be paid and discharged by the transferors. All debts due and owing to the transferors in respect of said business up to and including 28th February 1966, will be received by the transferors.

Dated at Nairobi this 14th day of March 1966.

ANANDRAO CHATURBHAI PATEL,
SURESHCHANDRA CHATURBHAI PATEL,
SUMANBHAI CHATURBHAI PATEL,
SUDEV KUMAR CHATURBHAI PATEL,
Transferors.
VITHALJI KARSANDAS KHATRI,
Transferee.

GAZETTE NOTICE No. 1093

THE TRANSFER OF BUSINESSES ACT
(Cap. 500)

NOTICE is hereby given that the business of grocers heretofore carried on by Janmohamed Alibhai Hasham of P.O. Box 10887, Nairobi in the Republic of Kenya, under the name or style of Janmohamed Alibhai on Plot No. 209/2424, Bank Street, Nairobi has, with effect from the 10th day of March 1966, been sold and transferred to Musa Bhanji of P.O. Box 9860, Nairobi aforesaid, who shall carry on the said business at the same place, and under the firm name of Musa Provision Store.

The transferee does not assume nor does he intend to assume any liabilities incurred in the said business by the transferor up to and including the 10th day of March 1966, and the same shall be paid and discharged by the transferor and likewise all debts due to the transferor up to and including the 10th day of March 1966, will be received by the said transferor.

Dated at Nairobi this 15th day of March 1966.

JANMOHAMED ALIBHAI HASHAM,
Transferor.
MUSA BHANJI,
Transferee.

GAZETTE NOTICE No. 1094

THE TRANSFER OF BUSINESSES ACT
(Cap. 500)

NOTICE is hereby given that the business of provision and rations merchant carried on by Jayantilal Jivra and Uttamchand Parbat under the firm name or style of Uttam Provision Store at Plot No. L.R. 209/3647, Ghalib Road, Nairobi has, with effect from the 1st day of March 1966, been sold and transferred to Velji Khimji Shah and Khimji Depar Shah who will carry on the said business at the same place and under the same firm name.

The address of the transferors is P.O. Box 5311, Nairobi.

The address of the transferees is P.O. Box 2346, Nairobi.

The transferees do not assume nor do they intend to assume any liability whatsoever incurred in the said business by the transferors up to and including the 28th day of February 1966. All debts due to and owing by the transferors in respect of the said business of Uttam Provision Store up to and including the 28th day of February 1966, will be received and paid by the transferors.

Dated at Nairobi this 10th day of March 1966.

KANTILAL A. SHAH & CO.,
*Advocates for the Transferors
and the Transferees.*

GAZETTE NOTICE No. 1095

DISSOLUTION OF PARTNERSHIP

NOTICE is hereby given that the partnership heretofore subsisting between Hargovind Dayaram Panchal, Rasikbhair Chaturbhair Patel, Harji Gordhan Godhania and Parbat Nagdan Keshwala carrying on business under the firm name and style of Friends Auto Garage at Kisumu in Kenya, has been dissolved by mutual consent as from the 22nd day of February 1966, so far as concerns the said Parbat Nagdan Keshwala, who has retired from the said partnership business as from the said 22nd day of February 1966.

The said business as from the said 22nd day of February 1966, will be carried on by the said Hargovind Dayaram Panchal, Rasikbhair Chaturbhair Patel and Harji Gordhan Godhania under the said firm's name and style and at the same place of business.

All debts due to or owing by the said partnership have been agreed to be received and paid by the continuing partners.

Dated at Kisumu this 2nd day of March 1966.

S. S. BHASIN,
Advocate for the Parties.

GAZETTE NOTICE No. 1096

NOTICE OF CHANGE OF NAME

I, Pravinkant Dahyalal Nashi Pattni in the Coast Province of Kenya, a Kenya citizen, hereby give notice that by a deed poll dated the 11th day of March 1966, duly executed by me (and attested by B. T. Parkar, Esq., advocate of Mombasa), heretofore called and known by the last name of Chala, born at Mombasa, Kenya, on the 19th day of February 1946 (Mombasa Birth Entry No. 333 of 1946, Birth Certificate No. 17781), at present residing at Mombasa, formally and absolutely abandoned the use of my said former last name of Chala and in lieu thereof assumed and adopted the last name of Pattni for all purposes and I hereby authorize and request all persons to designate, describe and address me by such assumed name of Pattni.

Dated at Mombasa this 11th day of March 1966.

PRAVINKANT DAHYALAL NARSHI PATTNI,
formerly known as Provinkant Dahyalal Narshi Chala.

GAZETTE NOTICE No. 1097

NOTICE OF CHANGE OF NAME

I, Manibhai Vallabhrai Patel, of P.O. Box 562, Nairobi in Kenya, hereby give public notice that by a deed poll dated 11th March 1966, duly executed by me as the father and legal guardian of my daughter Rashilaben heretofore known as Tarulata, I formally and absolutely renounced and abandoned the use of her said former name of Rashilaben and assumed and adopted in lieu thereof the name of Tarulata for all purposes; and I therefore on behalf of my said daughter hereby authorize and request all persons to designate, describe and address my said daughter by such assumed name of Tarulata only.

Dated at Nairobi this 11th day of March 1966.

MANIBHAI VALLABHRAI PATEL