

# THE KENYA GAZETTE

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## CORRIGENDUM

IN Gazette Notice No. 2278 of 7th August 1970, *delete* entry relating to "5656 S. C. Desai and Company Limited".

## GAZETTE NOTICE No. 429

THE CENTRAL BANK OF KENYA ACT 1966  
(No. 15 of 1966)

IN EXERCISE of the powers conferred by section 11 (2) of the Central Bank of Kenya Act 1966, I, Jomo Kenyatta, President and Commander-in-Chief of the Armed Forces of the Republic of Kenya, hereby, with effect from 1st January 1971, appoint—

AHMED ABDALLAH

to be Deputy Governor of the Central Bank of Kenya.

Dated this 16th day of February 1971.

JOMO KENYATTA,  
*President.*

## GAZETTE NOTICE No. 430

THE PRICE CONTROL ACT  
(Cap. 504)

## APPOINTMENT OF PRICE CONTROLLER

IN EXERCISE of the powers conferred by section 3 (1) of the Price Control Act, the Minister for Finance and Economic Planning hereby—

## (a) appoints—

Robert Charles Shikwe,  
to be a Price Controller; and

## (b) cancels the appointment of—

Dedan Robinson Kamau\*,  
as Price Controller.

Dated this 19th day of February 1971.

MWAI KIBAKI,  
*Minister for Finance and  
Economic Planning.*

\*G.N. 3417/1970.

## GAZETTE NOTICE No. 431

THE ESTATE DUTY ACT  
(Cap. 483)

## EXEMPTION FROM ESTATE DUTY

IN EXERCISE of the powers conferred by section 15 of the Estate Duty Act, the Minister for Finance hereby declares—

## THE STONEHAM MUSEUM

to be a public purpose for the purpose of section 15 of the said Act.

Dated this 18th day of February 1971.

MWAI KIBAKI,  
*Minister for Finance.*

## GAZETTE NOTICE No. 432

THE WATER ACT  
(Cap. 372)

## APPOINTMENT OF WATER UNDERTAKER

IN EXERCISE of the powers conferred by section 124 of the Water Act, the Minister for Agriculture, after consultation with the Water Resources Authority, hereby appoints—

## THE DIRECTOR OF WATER DEVELOPMENT

to be a Water Undertaker responsible for the provision of adequate supplies of water for the Kyeni area, which area is delineated in red on Plan No. LS/140, copies of which are deposited at the offices of the Water Development Division, Nairobi, and at the offices of the Water Development Division, Embu.

Dated this 18th day of February 1971.

J. J. M. NYAGAH,  
*Minister for Agriculture.*

## GAZETTE NOTICE No. 433

(28/5/21)

THE PRISONS ACT  
(Cap. 90)

## CANCELLATION AND APPOINTMENT OF VISITING JUSTICES

IN EXERCISE of the powers conferred by section 72 (1) of the Prisons Act, the Permanent Secretary\*, Vice-President's Office and Ministry of Home Affairs, hereby—

## (a) cancels the appointments† of—

Vicar Daudi W. Udali,  
Rev. Fr. Vincent Gibson; and

## (b) appoints—

Rev. Davies,  
Rev. Jonah A. Chesengeny,

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

Dated this 18th day of February 1971.

G. S. K. BOIT,  
*Permanent Secretary,  
Vice-President's Office and  
Ministry of Home Affairs.*

\*L.N. 692/1963. †G.N. 1129/1963. †G.N. 349/1966.

## GAZETTE NOTICE No. 434

(28/5/31)

THE PRISONS ACT  
(Cap. 90)

## CANCELLATION AND APPOINTMENT OF VISITING JUSTICES

IN EXERCISE of the powers conferred by section 72 (1) of the Prisons Act, the Permanent Secretary\*, Vice-President's Office and Ministry of Home Affairs, hereby—

## (a) cancels the appointment of—

Joseph T. Mathai†,  
Daudi Wambugu†; and

## (b) appoints—

Mohamed Sheikh Chalo,  
Kiama Ruheni,

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

Dated this 18th day of February 1971.

G. S. K. BOIT,  
*Permanent Secretary,  
Vice-President's Office and  
Ministry of Home Affairs.*

\*L.N. 692/1963. †G.N. 1973/1964.

## GAZETTE NOTICE No. 435

(28/5/35)

THE PRISONS ACT  
(Cap. 90)

## CANCELLATION AND APPOINTMENT OF VISITING JUSTICES

IN EXERCISE of the powers conferred by section 72 (1) of the Prisons Act, the Permanent Secretary\*, Vice-President's Office and Ministry of Home Affairs, hereby—

## (a) cancels the appointments† of—

Ephantus Mpungu,  
Jason Kiamba,  
George Kome Mbinjiwa; and

## (b) appoints—

Julius Kithenji,  
Fredrick Mungatia,

as Visiting Justices to Meru Prison, in the Meru District, Eastern Province.

Dated this 18th day of February 1971.

G. S. K. BOIT,  
*Permanent Secretary,  
Vice-President's Office and  
Ministry of Home Affairs.*

\*L.N. 692/1963. †G.N. 204/1965. †G.N. 4670/1966.

GAZETTE NOTICE No. 436

(28/5/42)

THE PRISONS ACT  
(Cap. 90)

## CANCELLATION AND APPOINTMENT OF VISITING JUSTICES

IN EXERCISE of the powers conferred by section 72 (1) of the Prisons Act, the Permanent Secretary\*, Vice-President's Office and Ministry of Home Affairs, hereby—

(a) cancels the appointment† of—

Rev. Fr. B. Venturino; and

(b) appoints—

Rev. Fr. Giovanni Asteggiano,

as Visiting Justices to Marsabit Prison, in the Marsabit District, North-Eastern Province.

Dated this 18th day of February 1971.

G. S. K. BOIT,  
Permanent Secretary,  
Vice-President's Office and  
Ministry of Home Affairs.

\*L.N. 692/1963. †G.N. 1655/1965.

GAZETTE NOTICE No. 437

(28/5/3B/Vol. III)

THE BORSTAL INSTITUTIONS ACT  
(Cap. 92)

## APPOINTMENT OF THE MEMBERS OF THE BOARD OF VISITORS

IN EXERCISE of the powers conferred by section 20 (1) of the Borstal Institutions Act, the Permanent Secretary\*, Vice-President's Office and Ministry of Home Affairs, hereby appoints—

Provincial Commissioner, Coast Province;  
Municipal Education Officer, Mombasa;  
Headmaster, Shimo-la-Tewa Secondary School;  
Principal, Shanzu Teachers' Training College, Mombasa;  
Principal, Mombasa Technical Institute, Mombasa;  
Principal, Christian Industrial Training Centre, Mombasa;  
Commandant, National Youth Service, Mutongwe;  
Senior Labour Officer, Coast Province;  
Headmaster, Likoni Approved School;  
Provincial Community Development Officer, Coast;  
His Worship the Mayor of Mombasa;  
Senior Probation Officer, Coast Province;  
Provincial Medical Officer, Coast Province;  
District Commissioner, Mombasa;  
Moses Mosi Akola;  
Fanuel Olunga Wejuli;  
Charles Henry Coventry;  
Gideon Wandera,

as the members of the Board of Visitors to Shimo-la-Tewa Borstal Institution, in the Mombasa District, Coast Province.

Dated this 18th day of February 1971.

G. S. K. BOIT,  
Permanent Secretary,  
Vice-President's Office and  
Ministry of Home Affairs.

\*L.N. 692/1963.

GAZETTE NOTICE No. 438

THE POLICE ACT  
(Cap. 84)

## APPOINTMENTS

IN EXERCISE of the powers conferred by section 4 (2) of the Police Act, the Commissioner of Police appoints—

DANIEL OMONDI OWINO, Superintendent of Police, to be in command of Police in the Laikipia Division of Rift Valley Province, with effect from 25th January 1971.

GABRIEL ONYANGO OWINGA, Superintendent of Police, to be in command of Police in Nandi Division of Rift Valley Province, with effect from 27th January 1971.

NOAH KIMAIYU SHREEVE, Superintendent of Police, to be in command of Police in the Machakos Division of Eastern Province, with effect from 3rd February 1971.

Dated this 4th day of February 1971.

B. N. HINGA,  
Commissioner of Police.

GAZETTE NOTICE No. 439

THE ADVOCATES (ADMISSION) REGULATIONS  
(Cap. 16, Sub. Leg.)

PURSUANT to regulation 20 of the Advocates (Admission) Regulations, it is hereby notified that—

ERNEST GEORGE BUNYASSI

has complied with the provisions of section 12 of the Act as to pupillage and the passing of examinations, subject to such exemptions as may have been granted under subsection (2) of that section.

Dated this 17th day of February 1971.

N. J. MONTGOMERY,  
Secretary,  
Council of Legal Education.

GAZETTE NOTICE No. 440

THE WATER ACT  
(Cap. 372)

## APPLICATIONS

APPLICATIONS for diversion of water, plans of which may be seen at the Water Development Division, Nairobi, or the office of the Local Water Bailiff concerned, have been submitted by the following:—

Ruiru River, L.R. No. 9314; East African Bata Shoe Co. Ltd., Limuru; 3,000 gallons per day domestic, 500,000 gallons per day industrial (80 per cent returnable).

Gitathuru River, Plot No. 367; S. Githinji, Kiambu; 400 gallons per day domestic, 10,000 gallons per day irrigation.

Osaosao River; P. Boriga, Kisii; Furrow 50 yards long, 2,000,000 gallons per day power.

Charachani River; N. Omanga, Kisii; Furrow 100 yards long, 2,000,000 gallons per day power.

Moiben River, L.R. No. 10279; Col. F. R. Caley, Uasin Gishu; Weir two feet high, furrow 140 feet long, 2,300 gallons per day domestic, 99,000 gallons per day power, 7,600 gallons per day irrigation.

Mubau Tributary of Mwilu River; Mubau Water Project, Masaku; construction of a dam 15 feet high.

Koru River; Stirling Astaldi (Africa) Ltd., Kisumu; 3,000 gallons per day road construction.

Tributary of Saba Saba River, Plot No. 227; E. M. Waithaka, Murang'a; 900 gallons per day domestic, 16,000 gallons per day irrigation.

Tributary of Syuuni River; D. Nzioka, Masaku; Weir four feet high, 300 gallons per day domestic, 20,000 gallons per day irrigation.

Kangiri Spring; Kirae Self Help Water Project, Kiambu; 25,000 gallons per day domestic.

Liki River, L.R. No. 2870/10; M. Mugo, Laikipia; 300 gallons per day domestic, 8,000 gallons per day irrigation.

Karakuta River, L.R. Nos. 10079/10080/10518; Bobs Harries Ltd., Kiambu; Dam 23½ feet high, 1,076,900 gallons per day irrigation.

Mariara River; T. M. Construction Ltd., Meru; 25,000 gallons per day road construction—Meru-Nkubu Road.

Kabuku River, Plot No. 346; P. M. Nyaga, Murang'a; 500 gallons per day domestic, 16,000 gallons per day irrigation.

Kivutini River; Mbuvi Ndala and Mbai Water Association, Kangundo; 12,000 gallons per day irrigation.

Mariara River; Bridge Engineering Ltd., Meru; 500 gallons per day domestic, 500 gallons per day bridge construction.

Ivingirita River; Plot Nos. 430 and 9433; P. Mbogo, F. Njiru, Embu; Weir 1½ feet high, 1,800 gallons per day domestic, 30,000 gallons per day power, 1,100 gallons per day irrigation, furrow 400 feet long.

Voi River; Taita Lime Industries, Taita/Taveta; 500 gallons per day domestic, 1,000 gallons per day industrial.

Osaosao River; M. Abuga, Kisii; Furrow 70 yards long, 2,000,000 gallons per day power.

Kapingazi River; T.M. Construction Ltd., Embu; 10,000 gallons per day Embu/Ena Road construction.

Gachiege River; T.M. Construction Ltd., Meru; 500 gallons per day domestic, 500 gallons per day laboratory use.

Kamange Stream; Nthumbi Water Association, Meru; Weir three feet high, furrow 5,300 feet long, 9,800 gallons per day domestic, 50,000 gallons per day other purposes.

Ruguthu River; Ruiru Farmers Co-op. Society Ltd., Meru; 100,500 gallons per day domestic, 25,000 gallons per day industrial (80 per cent returnable), 200,000 gallons per day irrigation.

Rwaire River; T.M. Construction Ltd., Meru; 25,000 gallons per day Meru-Nkubu Road construction.

Mariara River; T.M. Construction Ltd., Meru; 800 gallons per day domestic, 25,000 gallons per day Meru-Nkubu Road construction.

Ngare Narok River; Kiama Water Association, Meru Catchment Box; 4,700 gallons per day domestic.

Ngare Narok River, Plot Nos. 328 and 680; K. M'Kaburuki and M. Mwendwa, Meru; Catchment Box, 1,200 gallons per day domestic.

Osaosao River; D. Monda, Kisii; Furrow 40 yards long, 2,000,000 gallons per day power.

Objections stating specific grounds therefor should be filed in triplicate with the Water Apportionment Board, P.O. Box 30521, Nairobi, within 30 days from the publication of this notice.

#### GAZETTE NOTICE No. 441

### THE REGISTRATION OF TITLES ACT

(Cap. 281, section 65)

#### REGISTRATION OF INSTRUMENT

WHEREAS Vijayagauri Prabhudas Ruparell of (P.O. Box 17) Mwanza in the Republic of Tanzania is registered as proprietor of all that piece of land comprising nought decimal eight eight two (0.882) of an acre or thereabouts that is to say Land Reference No. 1/357 (Original No. 1/347/5) situate in the City of Nairobi in the Nairobi Area aforesaid held under a Certificate of Title dated fourth day of June 1957 registered as I.R. 13886/1 and whereas the National Bank of Commerce has executed an instrument of Discharge of a Charge registered as I.R. 13886/9 and whereas the said instrument has been presented for registration and whereas affidavit has been filed in the terms of section 65 (1) (h) of the said Act declaring that the said Certificate of Title has been lost notice is hereby given that after fourteen (14) days from the date hereof provided that no objection has been received within that period I intend to dispense with the production of the said Certificate of Title and to proceed with the registration of the said instrument.

Dated at Nairobi this 16th day of February 1971.

S. H. SHAH,  
Registrar of Titles.

#### GAZETTE NOTICE No. 442

3 PER CENT KENYA STOCK 1970/75

5 PER CENT KENYA STOCK 1970/72

FOR the purpose of preparing warrants for interest payment due on 1st May 1971, the balances of the several accounts in the above stocks will be struck at the close of business on 1st April 1971, after which date the stocks will be transferable ex dividend.

CENTRAL BANK OF KENYA,  
P.O. Box 30463, Nairobi.

#### GAZETTE NOTICE No. 443

### THE CENTRAL PROVINCE

LOSS OF L.P.O. No. 555015

NOTICE is hereby given that the above-mentioned L.P.O. issued to Messrs. Bruce Ltd., P.O. Box 951, Nairobi, has been reported lost. This L.P.O. is now invalid and Government will not accept any liability for paying any moneys against that L.P.O.

Dated this 6th day of February 1971.

O. G. MWANGI,  
for Provincial Commissioner,  
Central Province.

#### GAZETTE NOTICE No. 444

### THE AGRICULTURE (CROP PRODUCTION) RULES (Cap. 318, Sub. Leg.)

DECLARATION OF EARLIEST AND LATEST PLANTING DATES,  
1971—HYBRID MAIZE

IN EXERCISE of the powers conferred by section 5 of the Agriculture (Crop Production) Rules, the Homa Bay 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, 1971	Latest Planting Dates, 1971
Eastern Division of South Nyanza	1st February	30th March
Western Division of South Nyanza	15th February	30th March
Central Division of South Nyanza	15th February	30th March
Migori and Kuria Divisions of South Nyanza	1st February	10th April

M. WASIKE,  
for Chairman,  
District Agricultural Committee.

#### GAZETTE NOTICE No. 445

### THE AGRICULTURE (CROP PRODUCTION) RULES (Cap. 318, Sub. Leg.)

DECLARATION OF EARLIEST AND LATEST PLANTING DATES,  
1971—HYBRID MAIZE

IN EXERCISE of the powers conferred by section 5 of the Agriculture (Crop Production) Rules, the Kisii 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, 1971	Latest Planting Dates, 1971
Lower areas including West Kitutu, Central Kitutu, Wanjare, South Mugi-rango and Majoge Chache.	December	15th March

S. P. OKODA,  
Chairman,  
District Agricultural Committee.

#### GAZETTE NOTICE No. 446

### THE AGRICULTURE (CROP PRODUCTION) RULES (Cap. 318, Sub. Leg.)

DECLARATION OF EARLIEST AND LATEST PLANTING DATES,  
1971—HYBRID MAIZE

IN EXERCISE of the powers conferred by section 5 of the Agriculture (Crop Production) Rules, the Kisii 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, 1971	Latest Planting Dates, 1971
Upper areas including East Kitutu, Nyaribari, Masaba, Majoge Borabu, North Mugirango and Settlement.	Mid-October	Mid-January

S. P. OKODA,  
Chairman,

## GAZETTE NOTICE No. 447

## THE AGRICULTURE (CROP PRODUCTION) RULES

(Cap. 318, Sub. Leg.)

## DECLARATION OF EARLIEST AND LATEST PLANTING DATES, 1971

IN EXERCISE of the powers conferred by section 5 of the Agriculture (Crop Production) Rules, the Nyandarua 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, 1971	Latest Planting Dates, 1971
	Wheat	Wheat
Leshau and Ndaragwa ..	15th March	31st July
Rest of Nyandarua District	1st April	15th August

Dated this 8th day of February 1971.

E. K. KINGURU,  
Chairman,  
District Agricultural Committee.

## GAZETTE NOTICE No. 448

## THE AGRICULTURE (CROP PRODUCTION) RULES

(Cap. 318, Sub. Leg.)

## DECLARATION OF EARLIEST AND LATEST PLANTING DATES, 1971

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, 1971	Latest Planting Dates, 1971
	Wheat	Wheat
LONG RAIN		
South of Burguret ..	1st March	31st March
North of Burguret ..	1st March	15th April
SHORT RAIN		
All Areas .. .. .	15th September	25th October

11th February 1971.

CHARLES N. CHOMBA,  
Chairman,  
District Agricultural Committee.

## GAZETTE NOTICE No. 449

## THE INDUSTRIAL COURT

CAUSE No. 42 OF 1970

## Parties:—

Domestic & Hotel Workers' Union  
and  
New Avenue Hotel

## Issue in dispute:—

**Respondents.**—Terminal benefits to Mr. Philip Gikaria on the termination of his services.

**Claimants.**—Unreasonable termination of Mr. Philip Gikaria.

1. The Domestic and Hotel Workers' Union shall hereinafter be referred to as the Claimants and the New Avenue Hotel shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on the 3rd day of February 1971, and relied on their written and verbal submissions.

## AWARD

3. The present management of the Respondents took over the hotel as from 1st December 1966, the previous management having discharged all its obligations to the workers at that time. Mr. Philip Gikaria who started working at the hotel in 1962 continued working.

He was promoted to the position of "Head Barman" at a salary of Sh. 600 plus Sh. 35 house allowance and in March 1969, he was promoted to be Trainee Manager's Assistant. In his letter of appointment it was clearly stated that he would be on probation for a period of three months. His new salary was Sh. 800 p.m. The Claimants who, during the hearing, criticized the Respondents for their deliberate slow Africanization policy, made representations to the Respondents some 20 days after Mr. Gikaria was appointed a Trainee Manager's Assistant, that Mr. Gikaria's salary should be increased from Sh. 800 p.m. to Sh. 2,000 p.m. rising in three months to Sh. 2,600 p.m. On 27th March 1969, Mr. Gikaria, having refused to work as a cashier at Topaz Grill, was informed that his training was cancelled and he was to revert back to his former duties as a Head Barman under the former conditions of employment. In order to ease the change from one job to the other, the Respondents and Mr. Gikaria agreed that the latter should take his accrued leave. An application form was filled which was signed by Mr. Gikaria showing that he was to be on leave from 4th April 1969 to 7th June. This form was subsequently torn and another form was filled, and it is alleged, signed by Mr. Gikaria showing that he was to be on leave from 28th March to 2nd June.

In the meantime the Claimants had intervened in this matter on behalf of Mr. Gikaria and had also brought in COTU (K). Several meetings took place and at one stage, as a result of Mr. Akumu's personal intervention, the Respondents agreed to transfer Mr. Gikaria from the New Avenue Hotel to Ambassador Hotel where he would continue as a Trainee Manager's Assistant. This offer was confirmed by a letter to Mr. Akumu dated 17th May. However, by a letter dated 31st May the Claimants withdrew from this arrangement and demanded that Mr. Gikaria should continue working in the New Avenue Hotel as the Trainee Manager's Assistant.

Mr. Gikaria who was on leave reported for duty on 7th June but on 6th June the Respondents had dismissed him for having abandoned his work as they maintained that he was to report for work on 2nd June.

A dispute then arose as to when Mr. Gikaria was to report on duty and the parties referred the leave application form bearing Mr. Gikaria's signature to the Central Police Station, Nairobi, with a view to ascertaining whether or not the signature on that form was Mr. Gikaria's. The Police, however, could not proceed further on this matter because Mr. Gikaria declined to make any statement in respect of this signature. This was confirmed by a letter to the Claimants from the Officer-in-Charge, Central Police Station, on 20th June 1969.

The Claimants admitted that they encouraged the staff at the New Avenue Hotel to come out on strike on the morning of 20th June 1969, and the Court was told that it was an unpleasant strike while it lasted. On the same day in the afternoon a return to work formula was agreed and signed, the conditions being as follows:—

- "(a) that all workers on walk out should return to work immediately and that all of them should be on duty by 6 p.m. this day;
- (b) as regards to the case of Mr. Philip Gikaria, it is agreed that he be suspended with full pay for one month thereafter with half pay and the Union undertakes to report a trade dispute under the Trade Disputes Act 1965 to the Ministry of Labour forthwith;
- (c) in case the recommendation of the investigation is in favour of Mr. Gikaria the whole suspension will be on full pay;
- (d) there will be no victimizing by either side."

Unfortunately there was a long delay over the investigation and in fact the investigator's report was not issued until 8th January 1970. The Respondents, however, did not wait for the investigator's findings and declared Mr. Gikaria redundant at the end of October 1969.

The Court was not informed of what happened from the beginning of January until December 1970 as the parties submitted the Notification of Dispute Form "A" to the Industrial Court on 18th December 1970, with their respective versions of the issue in dispute.

The Court is satisfied that the two versions of the issue in dispute are interrelated. The Claimants are seeking the reinstatement of Mr. Gikaria to his post as a Trainee Manager's Assistant and the Respondents maintain that they have validly terminated his services and the only question open before the Court is the question of any entitlement which Mr. Gikaria might have in respect of terminal benefits.

The Court finds that both the parties have made errors at some stage or the other of this dispute. To begin with the Claimants interfered, some 20 days after Mr. Gikaria had been promoted to be Trainee Manager's Assistant seeking his salary to be increased from Sh. 800 p.m. to Sh. 2,000 p.m. This, the Court finds completely unjustified because although the Claimants had been pressing the Respondents for speedy

Africanization of the top posts, this did not give them the right to start interfering on the terms and conditions of employment in cases where the Respondents decided to promote the unionizable staff to management positions although as a trainee, to begin with. This interference no doubt turned the Respondents against Mr. Gikaria and when he refused to work as a cashier at the Topaz Grill on 27th March 1969, the Respondents were presented with an opportunity of cancelling his appointment as a Trainee Manager's Assistant. Here again the Court fails to understand why Mr. Gikaria refused to carry out instructions which were given to him by the management. They were not unreasonable at all under the circumstances.

The Court is also not impressed with the reasons which the Claimants put forward for backing out of the arrangement which Mr. Akumu had made with the Respondents for Mr. Gikaria's transfer to Ambassadeur Hotel as Trainee Manager's Assistant. The Court feels that the Claimants were unduly apprehensive about the future of Mr. Gikaria when they claimed that there was a conspiracy on the part of the management to get rid of him under any circumstances. If the Claimants had accepted this arrangement this dispute might have been settled satisfactorily.

Now coming to what probably is the most important point in this whole dispute, as to when Mr. Gikaria was to report back on duty from leave, because the management terminated his service on 6th June 1969 on the ground that he had abandoned his work for failing to report on duty on 2nd June. The Court has no doubt that the management was prompted to take this drastic and harsh step against Mr. Gikaria because of what had transpired since Mr. Gikaria's promotion as a Trainee Manager's Assistant. The Court has carefully considered all the evidence put forward by the parties on this point, and in view of the fact that two forms were filled when Mr. Gikaria was to proceed on leave bearing different dates when he was to resume duty although one of these forms was destroyed, and considering all the surrounding circumstances, the Court has come to the conclusion that probably there was a genuine doubt in the mind of Mr. Gikaria as to when he was to resume duty. In any case the Court has decided to give him the benefit of doubt on this point.

The Respondents obviously acted with undue haste in sacking Mr. Gikaria on 6th June. The Court feels that under normal circumstances an employer would wait and see and ask for an explanation from an employee for overstaying his leave particularly from an employee in the category of Mr. Gikaria's employment. There is considerable merit in the Claimants' submission that at the most, the Respondents should have issued a warning letter to Mr. Gikaria for reporting on duty five days late. The Court has come to the conclusion, notwithstanding the fact that Mr. Gikaria refused to press forward with his allegation that he had not signed the second leave application form, that the Respondents made an error in dismissing him on 6th June. The Respondents made another mistake when they terminated Mr. Gikaria's services at the end of October 1969, by declaring him redundant while his dispute was still under investigation by the Ministry of Labour, as agreed in the return to work formula mentioned hereinabove. The Respondents, whatever their frustrations on this matter, should not have taken this step, or any step for that matter, until after the findings of the investigator. During the hearing the Respondents admitted that they should not have declared Mr. Gikaria redundant at the end of October 1969 before the investigator's report was out.

The Court has carefully considered the Claimants' demand for the reinstatement of Mr. Gikaria but has come to the conclusion that the circumstances and the evidence produced during the hearing does not justify the Court making a recommendation to that effect. In addition to the other reasons a long time has elapsed since Mr. Gikaria lost his employment and his job certainly is not vacant now. The Court, however, in view of its finding that Mr. Gikaria had a genuine doubt as to when he was to resume duty, finds that his services were unreasonably terminated by the Respondents first on 6th June and then again at the end of October 1969. The Court finds that Mr. Gikaria should be deemed to have been in employment until 8th January 1970, the date the investigator's report was published. His termination of service on grounds of redundancy should take effect from this date. The Court accordingly awards that Mr. Gikaria should be paid full salary at the rate of Sh. 600 p.m. plus Sh. 35 house allowance up to and including 8th January 1970. In addition he should be paid severance pay for 21 days as his services were terminated on grounds of redundancy. The Respondents would be entitled to deduct from this any money which they have already paid to Mr. Gikaria.

Given in Nairobi this 22nd day of February 1971.

SAEED R. COCKAR,  
*President.*

T. OWUOR,  
*Member.*

#### GAZETTE NOTICE No. 450

##### THE MARRIAGE ACT

(Cap. 150)

NOTICE is hereby given that in exercise of the powers conferred by section 7 of the Marriage Act, I have licensed the undermentioned places of Public Worship to be places for the celebration of marriages:—

<i>Names</i>	<i>Places</i>	<i>Districts</i>
St. Paul's University Chapel	Kirk Road	Nairobi
Enoomatasiani Presbyterian Church of East Africa	Ngong	Kajiado
Nairobi,		
19th February 1971.	D. J. COWARD,	Registrar-General.

#### GAZETTE NOTICE No. 451

##### THE AFRICAN CHRISTIAN MARRIAGE AND DIVORCE ACT

(Cap. 151)

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

##### SCHEDULE

*Denomination.*—Presbyterian Church of East Africa, P.O. Box 8268, Nairobi.

##### *Names of Ministers:—*

Rev. Francis Nyangi.  
Rev. Eustace Ndeke.

Dated at Nairobi this 19th day of February 1971.

M. L. HANDA,  
*Assistant Registrar-General.*

#### GAZETTE NOTICE No. 452

##### THE TRUST LAND ACT

(Cap. 288)

LIMURU TOWNSHIP—L.R. 7304/39—ALIENATION OF PLOT FOR SHOPS, OFFICES AND FLATS

THE Commissioner of Lands on behalf of the Kiambu County Council gives notice that the plot in Limuru 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 Kiambu County Council 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 Clerk of the Council, P.O. Box 170, Kiambu.

4. Applications must be sent so as to reach the Clerk of the Council, P.O. Box 170, Kiambu, not later than noon on the 2nd day of April 1971.

5. Applicants must enclose with their applications their postal order, money order or banker's order as cheques will not be accepted, for Sh. 1,000 as a deposit, which will be dealt with as follows:—

- If the applicant is offered and takes up and pays for a plot within a period of seven days as required in paragraph 5 below, the deposit will be credited to him.
- If the application is unsuccessful the applicant's deposit will be returned to him.
- If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 14 days as required in paragraph 5 of the General Conditions, the Council 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 Trust Land Act (Cap. 288 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 33 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 County Council 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 Council may cancel the allocation and the applicant shall have no further claim to the grant of the plot.

#### *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 position 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 lessor 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 lessor.
4. No additions shall be made to the approved buildings without the prior consent in writing of the lessor.
5. The land shall only be used for shops, offices and flats (excluding the sale of petrol), and the lessee shall, throughout the term and to the satisfaction of the lessor, make substantial use of the land for such purposes.
6. The land shall not be used in any manner which the lessor 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, or subleased or transferred without the prior consent of the lessor in writing. 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.
9. The lessee shall pay all sums that may from time to time be demanded by the lessor in respect of the cost of construction, maintaining, repairing, improving and renewing all roads, drains and sewers serving or adjoining the land.
10. The lessee shall be responsible for 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.
11. The lessee shall on receipt of notice in writing in that behalf from the lessor forthwith adequately fence or hedge the land and shall thereafter maintain such fence or hedge to the satisfaction of the lessor.
12. The lessor 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 and telegraph wires and electric mains of all descriptions either overhead or underground.

#### *SCHEDULE*

*Plot No.*—L.R. 7304/39.

*Area.*—0.0464 hectares.

*Stand premium.*—Sh. 1,250.

*Annual rent.*—Sh. 250.

*Stamp duty.*—Sh. 35.

*Survey fees.*—Sh. 460.

GAZETTE NOTICE No. 453

### THE TRUST LAND ACT (Cap. 288)

#### LIMURU TOWNSHIP—PLOT FOR A CINEMA

THE Commissioner of Lands on behalf of the Kiambu County Council gives notice that the unsurveyed plot in Limuru 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 Kiambu County Council 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 Clerk of the Council, P.O. Box 170, Kiambu.

4. Applications must be sent so as to reach the Clerk of the Council, P.O. Box 170, Kiambu, not later than noon on the 2nd day of April 1971.

5. Applicants must enclose with their applications their postal order, money order or banker's order, as cheques will not be

accepted, for Sh. 1,000 as a deposit, which will be dealt with as follows:—

- (a) If the applicant is offered and takes up and pays for a plot within a period of seven days as required in paragraph 5 below, the deposit will be credited to him.
- (b) If the application is unsuccessful the applicant's deposit will be returned to him.
- (c) If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 14 days as required in paragraph 5 of the General Conditions, the Council 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 Trust Land Act (Cap. 288 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 33 years from the first day of the month following the date of the offer.
5. Each allottee of a plot shall pay to the County Council 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 Council may cancel the allocation and the applicant shall have no further claim to the grant of the plot.

#### *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 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 lessor 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 lessor.
4. No additions shall be made to the approved buildings without the prior consent in writing of the lessor.
5. The land shall only be used for cinema and the lessee shall, throughout the term and to the satisfaction of the lessor, make substantial use of the land for such purposes.
6. The land shall not be used in any manner which the lessor 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, or subleased or transferred without the prior consent of the lessor in writing. 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.
9. The lessee shall pay all sums that may from time to time be demanded by the lessor in respect of the cost of construction, maintaining, repairing, improving and renewing all roads, drains and sewers serving or adjoining the land.
10. The lessee shall be responsible for 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.
11. The lessee shall on receipt of notice in writing in that behalf from the lessor forthwith adequately fence or hedge the land and shall thereafter maintain such fence or hedge to the satisfaction of the lessor.
12. The lessor 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 and telegraph wires and electric mains of all descriptions either overhead or underground.

#### *SCHEDULE*

*Plot No.*—Unsurveyed.

*Area.*—0.1514 hectare.

*Stand premium.*—Sh. 4,600.

*Annual rent.*—Sh. 920.

*Stamp duty.*—Sh. 110.

*Survey fees.*—Payable on demand.



## GAZETTE NOTICE No. 454

## THE GOVERNMENT LANDS ACT

(Cap. 280)

## NAKURU MUNICIPALITY—PLOTS FOR LOW-DENSITY RESIDENTIAL PURPOSES

THE Commissioner of Lands on behalf of the President of the Republic of Kenya gives notice that the plots in Nakuru Municipality as described in the Schedule hereto are available for alienation and applications are invited for the direct grant 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 Town Clerk, P.O. Box 124, 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 Town Clerk, P.O. Box 124, Nakuru.

4. Applications must be sent so as to reach the Town Clerk, Nakuru, not later than noon on the 19th March 1971.

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 deposit, which will be dealt with as follows:—

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

*General Conditions*

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

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

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

4. The term of the grant will be for 99 years from the first day of the month following 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 proportion of annual rent, together with the legal fees payable in respect of the preparation and registration of the grant (Sh. 225) and the stamp duty in respect of the grant (approximately 2 per cent of the stand premium and annual rent). In default of payment within the specified time the Commissioner of Lands may cancel the allocation and the applicant shall have no further claim to the grant of the plot.

*Special Conditions*

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

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

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

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

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

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

Provided further that if such notice as aforesaid shall be given (1) within 12 months of the commencement of the term the Commissioner of Lands shall refund to the grantee 50 per centum of the stand premium paid in respect of the land, or (2) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the grantee 25 per centum of the 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 and not more than one private dwelling-house with the necessary office and out-buildings appurtenant thereto will be erected on the land. No guest-house will be permitted.

6. The buildings shall not cover more than 50 per centum of the area of the land.

7. The grantee shall not subdivide the land without prior written consent of the Commissioner of Lands.

8. The grantee shall not sell, transfer, sublet, charge or part with the possession of the land or any part thereof or any building thereon 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.

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

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

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

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

13. 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.

14. The Commissioner of Lands reserves the right to revise the annual ground rental payable hereunder after the expiration of the 33rd and 66th year of the term hereby granted. Such rental will be at a rate of 4 per cent of the unimproved freehold value of the land as assessed by the Commissioner of Lands.

## SCHEDULE

L.R. No.	Area in Hectares	Stand Premium	Annual Rent	Road Charges	Survey Fees
451/24/ LVIII	0.1858	Sh. 2,800	Sh. 560	On demand	On demand
451/27/ LVIII	0.858	2,800	560	"	"
451/1028	0.342	5,000	1,000	"	"
451/1030	0.3407	5,000	1,000	"	"
451/1031	0.341	5,000	1,000	"	"
451/1034	0.341	5,000	1,000	"	"
451/1035	0.3407	5,000	1,000	"	"



## GAZETTE NOTICE No. 455

## THE GOVERNMENT LANDS ACT

(Cap. 280)

## PLOTS FOR FLATS OR RESIDENCE—PARKLANDS, NAIROBI

THE Commissioner of Lands gives notice that applications are invited for the plots in the above area for the purpose of private residence or flats as described in the Schedule hereto. A plan of the plots may be seen in the Lands Department, City Square, Nairobi, or may be obtained by post on payment of Sh. 4 post free from the Public Map Office, P.O. Box 30089, Nairobi.

*Conditions of Sale*

1. Applications should be submitted to the Commissioner of Lands, P.O. Box 30089, Nairobi, on or before noon on 15th April 1971. Applicants must enclose with their applications Sh. 1,000 as a deposit (this payment should be by cash, postal order, money order or a banker's order) which will be dealt with as follows:—

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

2. Applicants must in their applications state if they own any residential plots in the Nairobi area giving details of plot numbers and whether these are developed or not. Failure to disclose this information may result in the application being disqualified. They should also state whether they wish to erect a private residence or flats.

3. Each application should be accompanied by a statement indicating the amount of capital proposed to spend on the project, with a banker's letter or other evidence of financial status in support.

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

*General Conditions*

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

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

3. The term of the grant will be for 99 years from the 1st day of the month following the issue of the letter of allotment.

*Special Conditions*

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

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

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

right of action or remedy of the President or the Commissioner of Lands in respect of any antecedent breach of any condition herein contained:

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

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

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

4. The land and buildings shall only be used for private residential purposes and not more than one private dwelling-house with the necessary offices and outbuildings appurtenant thereto shall be erected on the land. A guest-house will not be permitted. (Should the applicant opt for a private residence) (alternate—should the applicant opt for flats) the land and buildings shall only be used for the purpose of residential flats.

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

6. The grantee shall not subdivide the land.

7. The grantee shall not sell, transfer, sublet, charge or part with the possession of the land or any part thereof or any buildings thereon except with the prior consent in writing of the Commissioner of Lands: no application for such consent (except in respect of a loan 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.

13. The Commissioner of Lands reserves the right to revise the annual ground rental payable after the expiration of the 33rd and 66th year of the term hereby granted. Such rental will be at a rate of 4 per cent of the unimproved freehold value of the land as assessed by the Commissioner of Lands.

## SCHEDULE

Unsurveyed Plots Temporary Numbers	Area (approx.) Hectares	Stand Premium	Road Charges	Annual Rent	Survey Fees
A	·1152	Sh. 6,600	On demand	Sh. 1,320	On demand
B	·1200	6,800		1,360	
C	·1250	7,200	"	1,440	"
D	·1520	8,000	"	1,600	"
E	·1120	6,400	"	1,280	"

## GAZETTE NOTICE NO. 456

## THE GOVERNMENT LANDS ACT

(Cap. 280)

NAIROBI—LIGHT INDUSTRIAL PLOT—UNSURVEYED  
ENTERPRISE ROAD

THE Commissioner of Lands invites applications for a plot of land on Enterprise Road, Nairobi, for light industrial purposes as described in the Schedule hereto. A plan of the plot may be seen in the Lands Department, or may be obtained on payment of Sh. 4 from the Public Map Office, P.O. Box 30089, Nairobi.

2. Applications must be sent so as to reach the Commissioner of Lands not later than noon on Friday, 2nd April 1971.

3. Applicants must enclose with their applications cash, postal order or money order for Sh. 1,000 drawn on the applicant's own banking account made payable to the Commissioner of Lands as a deposit, which will be dealt with as follows:—

- (a) If the applicant is offered and takes up and pays for the plot within the period of 14 days as required by Condition No. 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 by Condition No. 5 below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

4. Each application should be accompanied by a statement indicating—

- (a) the amount of capital it is proposed to spend on the project;
- (b) the amount of actual capital available for development with a banker's letter, or other evidence of financial status in support;
- (c) the manner in which it is proposed to raise the balance of the capital required for development, if any;
- (d) full details of the proposed trade(s) should be submitted;
- (e) whether the applicant runs an established business or whether it is proposed to start a new business or sell/sublet the premises;
- (f) the applicant's choice of the plot in the order of their preference.

5. The successful allottee of the plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been successful the stand premium and proportion of the annual rental together with survey, conveyancing, stamp duty and registration fees, contribution in lieu of rates and provisional service charges. In default of payment within the specified time the Commissioner of Lands may cancel the allotment and the applicant shall have no claim to the plot.

*General Conditions*

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

2. The grant will be issued in the name of the allottee as given in the letter of application and will be subject to the Special Conditions set out below.

3. The term of the grant will be for 99 years from the 1st day of the month following the issue of the letter of allotment.

*Special Conditions*

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

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

Provided that notwithstanding anything to the contrary contained in or implied by the Government Lands Act (Cap. 280), if default shall be made in the performance or observance of

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

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

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

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

5. The land and buildings shall only be used for inoffensive light industrial purposes and accommodation not exceeding 100 sq. ft. provided for a caretaker or night watchman.

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

7. The grantee shall not subdivide the land.

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

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

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

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

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

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

14. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder after the expiration of the 33rd and 66th year of the term hereby granted. Such rental will be at a rate of 4 per cent of the unimproved freehold value of the land as assessed by the Commissioner of Lands.

## SCHEDULE

*L.R. No.*—Unsurveyed.

*Area*.—0.1335 hectare.

*Stand premium*.—Sh. 14,000.

*Annual rent*.—Sh. 2,800.

*Survey fees*.—On demand.

GAZETTE NOTICE NO. 382

## THE GOVERNMENT LANDS ACT

(Cap. 280)

SOTIK TOWNSHIP—PLOTS FOR SHOPS AND/OR OFFICES COMBINED WITH RESIDENCE (EXCLUDING THE SALE OF PETROL)

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

2. A plan of the plots may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, or at the office of the Clerk, Kipsigis County Council, or may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 4 post free.

3. Applications should be submitted to the Commissioner of Lands, Nairobi, through the Clerk of the Kipsigis County Council, stating the plot required in order of preference. Applications must be on prescribed forms which are available from Lands Department or the Clerk of the Kipsigis County Council.

4. Applications must be sent so as to reach the Clerk of the Kipsigis County Council, not later than noon on the 19th day of March 1971.

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:—

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

*General Conditions*

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

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

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

4. The term of the grant will be for 99 years from the first day of the month following 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 position of the buildings and system of drainage for the disposal of sewage, surface and sullage water), drawings, elevations and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the commencement of the term complete the erection of such buildings and the construction of the drainage system in conformity with such plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner:

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

the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner in respect of any antecedent breach of any condition herein contained.

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

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

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

5. The land and buildings shall only be used for shops (excluding a petrol station) and/or offices combined with residence.

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

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

8. The grantee shall not subdivide the land.

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

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

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

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

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

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

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

15. The Commissioner of Lands reserves the right to revise the annual ground rental payable hereunder after the expiration of the 33rd and 66th year of the term hereby granted. Such rental will be at a rate of 4 per cent of the unimproved freehold value of the land as assessed by the Commissioner of Lands.

## SCHEDULE

L.R. No.	Area (Approx.)	Stand Premium	Annual Rent	Road Charges (Initial Contribution)	Survey Fees
7288/127	Hectares	Sh.	Sh.		
7288/128	0-0195	600	120	Payable on demand	On demand
7288/129	0-0227	720	144		
7288/130	0-0388	1,200	240		
7288/131	0-0181	600	120	"	"
7288/132	0-0181	600	120	"	"
7288/133	0-0181	600	120	"	"

GAZETTE NOTICE No. 383

**THE GOVERNMENT LANDS ACT**  
(Cap. 280)

**KISUMU MUNICIPALITY—PLOT FOR SHOPS/OFFICES, FLATS AND  
PETROL SERVICE STATION**

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

2. A plan of the plot may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, or the office of the Town Clerk, P.O. Box 105, 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 Town Clerk, P.O. Box 105, Kisumu.

4. Applications must be sent so as to reach the Town Clerk, Kisumu, not later than noon on the 26th March 1971.

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

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

- (a) If the applicant is offered and takes up and pays for the plot within a period of 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 requested 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 Government Lands Act (Cap. 280 of the Laws of Kenya), and title will be issued under the Registration of Titles Act (Cap. 281).

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

4. The term of the grant will be for 99 years from the 1st day of the month following the notification of the approval of the grant.

5. The allottee of the 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 legal fees payable in respect of the preparation and registration of the grant (Sh. 255) 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.

6. (a) The minimum capital investment for the erection of buildings should be Sh. 1,000,000.

(b) The type of development should include high-class shops, restaurant, offices and a modern petrol service station with vehicular access from Nyerere Highway and exit into Anderson Road.

(c) The applicants should submit their proposals including preliminary sketch plans for the development of the plot.

*Special Conditions*

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

2. The grantee shall within six months of the commencement of the term submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the position of the buildings and a system of drainage for the disposal of sewage, surface and sullage water), drawings, elevations and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the commencement of the term complete the erection of such buildings and

the construction of the drainage system in conformity with such plans, drawings, elevations and specifications as demanded (if such be the case) by the Commissioner:

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

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

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

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

5. The land and buildings shall only be used for shops, offices, flats, restaurant and petrol service station.

6. The buildings shall not cover more than 75 per centum of the area of the land or such lesser area as may be laid down by the local authority in its By-laws.

7. The grantee shall not subdivide the land without prior written consent of the Commissioner of Lands.

8. The grantee shall not sell, transfer, sublet, charge or part with the possession of the land or any part thereof or any building thereon 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.

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

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

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

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

13. 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.

14. The Commissioner of Lands reserves the right to revise the annual ground rental payable hereunder after the expiration of the 33rd and 66th year of the term hereby granted. Such rental will be at a rate of 4 per cent of the unimproved freehold value of the land as assessed by the Commissioner of Lands.

SCHEDULE

*Plot No.*—Unsurveyed.

*Area.*—0.732 hectare (approximately).

*Stand premium.*—Sh. 80,000.

*Annual rent.*—Sh. 16,000.

*Road charges.*—On demand.

*Survey fees.*—On demand.

GAZETTE NOTICE No. 395

THE LIQUOR LICENSING ACT  
(Cap. 121)

NAIROBI LIQUOR LICENSING COURT

THE next statutory meeting of the Nairobi Liquor Licensing Court will be held at the District Commissioner's Office, Kenyatta Avenue, Nairobi Area, Nairobi, on Monday, the 10th May 1971, at 9 a.m.

Applications to be considered at this meeting, whether for new licences, transfers, removals or renewals, must be received in the Office of the District Commissioner, Nairobi Area, P.O. Box 30124, Nairobi, on or before 24th March 1971, on the appropriate form with a Sh. 10 revenue stamp affixed. Any application received on or after 25th March 1971, may only be considered if it is received before 9th April 1971, and on payment of an additional fee of Sh. 150.

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

Applicants are advised to submit their applications by registered post.

Nairobi,  
12th February 1971.

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

GAZETTE NOTICE No. 457

THE LIQUOR LICENSING ACT  
(Cap. 121)

MACHAKOS LIQUOR LICENSING COURT

THE next statutory meeting of the Machakos Liquor Licensing Court will be held on Monday, the 10th May 1971, at Masaku County Council Chamber at 10.30 a.m.

Applications to be considered at this meeting whether for new licences, renewals, transfers or removals, must be received in the Office of the District Commissioner, Machakos, not later than 25th March 1971, on the appropriate form with a Sh. 10 revenue stamp affixed. Any application not received by this date may only be considered if it is received before 9th April 1971, on payment of a late fee of Sh. 150.

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

Applicants are advised to submit their applications by registered post.

Machakos,  
16th February 1971.

W. O. MUGANDA,  
*President,*  
*Machakos Liquor Licensing Court.*

GAZETTE NOTICE No. 458

THE LIQUOR LICENSING ACT  
(Cap. 121)

MURANG'A LIQUOR LICENSING COURT

THE first statutory meeting of the Murang'a Liquor Licensing Court will be held in the District Commissioner's Board Room, Murang'a, at 10 a.m. on Monday, 10th May 1971.

Applications for new licences, renewals, transfers or removals of the existing licences should be submitted on the prescribed forms, affixed with a K.Sh. 10 revenue stamp, to the President, Murang'a Liquor Licensing Court, P.O. Box 7, Fort Hall, on or before 24th March 1971.

Applicants for new licences, transfers and removals of existing licences must appear before the Court in person or be represented by an advocate. Applicants for renewals need not appear before the Court unless there are objections, in which case appearance will be desirable.

Murang'a,  
16th February 1971.

J. K. A. KIRUI,  
*President,*  
*Murang'a Liquor Licensing Court.*

GAZETTE NOTICE No. 459

THE LIQUOR LICENSING ACT  
(Cap. 121)

KISII LIQUOR LICENSING COURT

NOTICE is hereby given that the first statutory meeting of the Kisii Liquor Licensing Court will be held in the Office of the District Commissioner, Kisii, on Monday, 10th May 1971, at 10 a.m.

Applications to be considered at this meeting whether for new licences, transfers, removals or renewals must be received in the Office of the District Commissioner, P.O. Box 590, Kisii, on or before 29th March 1971, on the appropriate form with a K.Sh. 10 revenue stamp affixed. Applications received after the above date, may only be considered if received before 10th April 1971, and on payment of K.Sh. 150 late fee.

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

Applicants are advised to submit their applications by registered post.

Kisii,  
19th February 1971.

S. P. OKODA,  
*President,*  
*Kisii Liquor Licensing Court.*

GAZETTE NOTICE No. 460

THE LIQUOR LICENSING ACT  
(Cap. 121)

KAJIADO LIQUOR LICENSING COURT

NOTICE is hereby given that the second statutory meeting of the Kajiado Liquor Licensing Court will be held in the Office of the District Commissioner, Kajiado, on Monday, 10th May 1971, at 10 a.m.

Applications to be considered at this meeting whether for new licences, transfers, removals or renewals must be received in the Office of the District Commissioner, P.O. Box 1, Kajiado, on or before 25th March 1971, on the appropriate form with a K.Sh. 10 revenue stamp affixed. Applications received after the above date, may only be considered if received before 10th April 1971, and on payment of K.Sh. 150 late fee.

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

Applicants are advised to submit their applications by registered post.

P. N. NDERI,  
*President,*  
*Kajiado Liquor Licensing Court.*

GAZETTE NOTICE No. 461

THE AFRICAN LIQUOR ACT  
(Cap. 122)

ISIOLO AFRICAN LIQUOR LICENSING BOARD  
(Special Meeting)

DULY authorized by the Provincial Commissioner, Eastern Province, Embu, a special meeting of the Isiolo African Liquor Licensing Board will be held at the District Commissioner's Office, Isiolo, on 12th March 1971, at 10 a.m.

Applications to be considered may be seen at the District Commissioner's Office, Isiolo, on any week-day during official working hours.

Dated this 19th day of February 1971.

S. THUO,  
*Chairman,*  
*Isiolo African Liquor Licensing Board.*

GAZETTE NOTICE No. 462

## THE TRADE MARKS ACT

(Cap. 506)

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

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

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

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

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

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

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

## ALL IN CLASS 1—SCHEDULE III

**HI-MATIC**

17634.—Physical and chemical apparatus and instruments, their parts and accessories and their cases and trunks. MINOLTA CAMERA COMPANY LTD., a limited liability company incorporated in Japan, manufacturers and exporters, of 18, 4 Chome, Shiomachidori, Minami-Ku, Osaka, Japan, and c/o G. S. Sandhu & Co., advocates, P.O. Box 5867, Nairobi. 9th June 1970.

The undermentioned applications are proceeding in the name of FARBWERKE HOECHST AKTIENGESellschaft, vormals Meister Lucius & Bruning, manufacturers and merchants, of Frankfurt/Main, West Germany, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 11th June 1970.

**COMPLESAL**

17642.—Fertilizers.

**CALNITRO**

17652.—Fertilizers.

## ALL IN CLASS 2—SCHEDULE III

**INTHION**

17668.—Dyes, dyestuffs. 18th June 1970.

**DIANIL**

17669.—Dyes, dyestuffs. 18th June 1970.

**RAPIDAZOL**

17670.—Dyes, dyestuffs. 18th June 1970.

## ALL IN CLASS 5—SCHEDULE III

**NEMURAL**

17617.—Pharmaceutical preparations for human and veterinary use. 6th June 1970.

**OSMARON**

17619.—Pharmaceutical preparations for human and veterinary use. 6th June 1970.

**UNJECT**

17643.—Pharmaceutical preparations for human and veterinary use. 11th June 1970.

**POLYFEN**

17644.—Pharmaceutical preparations for human and veterinary use. 11th June 1970.

**GINGICAIN**

17646.—Pharmaceutical preparations for human and veterinary use. 11th June 1970.

**DELMESON**

17647.—Pharmaceutical preparations for human and veterinary use. 11th June 1970.

**AMINOX**

17650.—Pharmaceutical preparations for human and veterinary use. 11th June 1970.

**ACRICID**

17677.—Products for the destruction of animals and plants, plant protecting agents. 24th June 1970.

**AGROTIN**

17680.—Products for the destruction of animals and plants, plant protecting agents. 24th June 1970.

**ELOSAL**

17689.—Products for the destruction of animals and plants, plant protecting agents. 24th June 1970.

**GRANEXIN**

17691.—Products for the destruction of animals and plants, plant protecting agents. 24th June 1970.

**VIOFORM**

17504.—All goods included in Class 5 (Schedule III). CIBA LIMITED, a corporation organized according to the laws of Switzerland, manufacturers, of Klybeckstrasse 141, Basle, Switzerland, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. To be associated with TMA. No. 14960. 28th April 1970.

**JOMESTRI**

17653.—Pharmaceuticals, veterinary and sanitary substances, infants' and invalids' foods, plasters, materials for bandaging, materials for stopping teeth, dental wax, disinfectants, preparations for killing weeds and destroying vermin. MAHENDRA D. PATEL, trading as Mob Products Co., British subject, packers, manufacturers, merchants and importers, of P.O. Box 1984, Mackinnon Market Road, Mombasa. 15th June 1970.



## BOTH IN CLASS 9—SCHEDULE III



17528.—Phonograms; records, recorded musical tapes; sound and/or image recording and/or reproducing instruments and apparatus; music instruments included in Class 9; record players, pick-ups, surveying and electrical apparatus and instruments (including wireless); photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; coin or counter-freed apparatus; talking machines; cash registers; calculating machines; fire extinguishing apparatus. LES INDUSTRIES MUSICALES ET ELECTRIQUES PATHE MARCONI, a French company, manufacturers, of 30, Boulevard des Italiens, Paris 9eme, France, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. To be associated with TM. 16677. 8th May 1970.

The undermentioned applications are proceeding in the name of MINOLTA CAMERA AND COMPANY LIMITED, a limited liability company incorporated in Japan, manufacturers and exporters, of 18, 4 Chome, Shiomachidori, Minami-Ku, Osaka, Japan, and c/o Messrs. G. S. Sandhu & Co., advocates, P.O. Box 5867, Nairobi. 9th June 1970.

**HI-MATIC**

17635.—Optical apparatus and instruments, photographic apparatus and instruments, motion picture apparatus and instruments, their parts and accessories and their cases and trunks. To be associated with TMA. No. 17636.

## BOTH IN CLASS 10—SCHEDULE III

**HI-MATIC**

17636.—Medical, surgical instruments and apparatus. To be associated with TMA. No. 17635.

**KINGBOYLE**

17616.—Apparatus for administering anaesthetic gases and oxygen and parts included in Class 10 of such apparatus. THE BRITISH OXYGEN COMPANY, a British company, manufacturers and merchants, of Hammersmith House, London W.6, England, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 6th June 1970.

## IN CLASS 12—SCHEDULE III

**MANTA**

Date claimed under International Convention: 9th January 1970.

17632.—Motor-cars and their parts. ADAM OPEL AKTIENGESSELLSCHAFT, a German company, manufacturers, of Darmstadter Strasse 35, 609 Russelsheim a.M., Germany, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 9th June 1970.

## IN CLASS 25—SCHEDULE III

**POLYAIR**

17638.—Footwear being articles of clothing manufactured mainly of plastic and leather and included in Class 25 (Schedule III). EAST AFRICA BATA SHOE COMPANY LIMITED, a company duly organized and existing under the laws of the Republic of Kenya, manufacturers, of P.O. Box 23, Limuru, Kenya, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 10th June 1970.

## IN CLASS 27—SCHEDULE III

**MICRO-TOUCH**

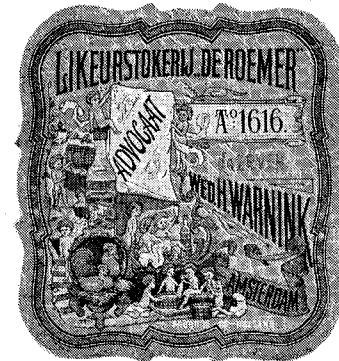
17612.—All goods included in Class 27 including disposable gloves. JOHNSON & JOHNSON, a U.S. company organized and existing under the laws of the State of New Jersey, manufacturers, of 501 George Street, New Brunswick, N.J., and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 3rd June 1970.

## IN CLASS 32—SCHEDULE III

**HOLSTEN**

17659.—Beer, ale and porter. HIGHLAND BREWERY (PROPRIETARY) LIMITED, c/o Alex Aitken & Carter, Barclays Bank Building, Allister-Miller Street, Mbabane, Swaziland, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 11th June 1970.

## IN CLASS 33—SCHEDULE III



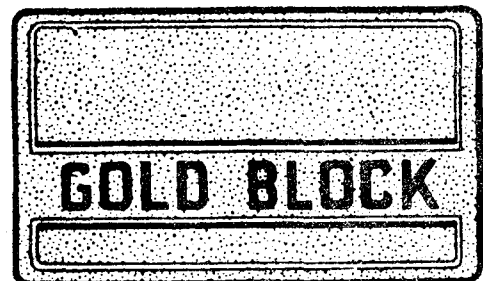
Registration of this trade mark shall give no right to the exclusive use of the word Symbol and numeral "A °1616".

In use in relation to goods covered by the specification other than alcoholic beverages manufactured from eggs and brandy the mark will be varied by the substitution of the name and description of such goods for the word "Advocaat".

It is a condition of registration that the mark shall be used in relation only to the goods covered by specification which are the produce of Holland.

17116.—Wines, spirits and liqueurs. HOUWELING-WRANINK N.V., also trading as De Erven Wed. H. Warnink Likeurstokerij "De Roemer" Anno 1616, distillers and merchants, of Passeerdersgracht 22, Amsterdam, the Netherlands, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 11th November 1969.

## IN CLASS 34—SCHEDULE III



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

17234.—Manufactured tobacco. B.A.T. KENYA LIMITED (incorporated in Kenya), tobacco manufacturers, of Liverpool Road, Industrial Area, P.O. Box 30000, Nairobi. 12th January 1970.

Nairobi,  
19th February 1971.

D. J. COWARD,  
Registrar of Trade Marks.



## GAZETTE NOTICE No. 463

## THE PATENTS REGISTRATION ACT

(Cap. 508)

## ORIGINAL ENTRY

IT IS hereby notified for general information that a letters patent particulars of which appear in the Schedule hereto was registered as No. P2009 of 1971 in the Kenya Register of Patents on the 15th day of February 1971.

## SCHEDULE

No. of application.—P2009.

Date of application.—15th February 1971.

Name of applicant.—Nestle's Products Limited.

Registered address.—Peck Building, George Street, Nassau, Bahama Islands.

Particulars of grant in the United Kingdom:—

No.—945,977.

Date.—12th November 1969.

Date of filing complete specification.—1st April 1960.

Complete specification published.—8th January 1964.

Nature of invention.—Whole Milk Powder and Process for Preparing the same.

Documents, etc., filed in registry:—

(a) One certified copy of the specification (including drawings and "Office Copy" of letters patent) of the United Kingdom patent.

(b) Certificate of the Comptroller-General of the United Kingdom Patent Office.

(c) Authorization in favour of Messrs. Kaplan & Stratton, P.O. Box 111, Nairobi.

Nairobi,  
16th February 1971.

D. J. COWARD,  
Registrar of Patents.

## GAZETTE NOTICE No. 464

## PROBATE AND ADMINISTRATION

TAKE NOTICE that after fourteen 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	Tastate or Intestate
14/71	The Right Honourable Arthur Blackett Warwick Bampfylde Baron Poltimore	Nyeri	11-6-67	Testate
15/71	Mulwa Liti	Kitui	30-4-70	Intestate
16/71	Kabue Nguire	Box 31, Njoro	2-8-69	Intestate

Nairobi,  
19th February 1971.

D. J. COWARD,  
Public Trustee.

## GAZETTE NOTICE No. 465

## IN THE HIGH COURT OF KENYA AT KISUMU

## PROBATE AND ADMINISTRATION

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

## CAUSE No. 1 OF 1971

By Mrs. Surinder Kaur Pyara Singh Ruprah of P.O. Box 1382, Kisumu in the Republic of Kenya, the widow of the deceased, for a grant of letters of administration intestate in the estate of late Pyara Singh Joginder Singh Ruprah of Plot No. 505, Section 36, Kisumu in the Republic of Kenya, who died at Kisumu on the 27th day of March 1970.

This Court will proceed to issue same unless cause be shown to the contrary and appearance in this respect entered within 14 days from the date of publication of this notice in the Kenya Gazette.

Kisumu,  
5th February 1971.

P. S. BRAR,  
Deputy Registrar,  
High Court of Kenya, Kisumu.

## GAZETTE NOTICE No. 466

## IN THE HIGH COURT OF KENYA AT KISUMU

## PROBATE AND ADMINISTRATION

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

## CAUSE No. 17 OF 1970

By Shantaben and Surendra, widow and son of late Shantilal Nanji Gokaldas Sedani, both of P.O. Luanda in the Republic of Kenya, the executrix and executor named in the will of the deceased aforesaid, for a grant of probate in the will of late Shantilal Nanji Gokaldas Sedani, late of Plot No. 15, Luanda, who died at Luanda on the 3rd day of March 1970.

This Court will proceed to issue same unless cause be shown to the contrary and appearance in this respect entered within 14 days from the date of publication of this notice in the Kenya Gazette.

Kisumu,  
14th January 1971.

P. S. BRAR,  
Deputy Registrar,  
High Court of Kenya, Kisumu.

N.B.—The will mentioned above has been deposited and is open for inspection at the Court.

## GAZETTE NOTICE No. 467

## 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. 43 OF 1971

By Virendra Kumar Aggarwal of P.O. Box 2433, Nairobi in Kenya, the son of the deceased and the executor named in his will, through Messrs. G. S. Sandhu & Company, advocates of Nairobi, for a grant of probate of the will of Joti Ram Karorimal Aggarwal of Nairobi aforesaid, who died at Nairobi on the 14th day of September 1969.

## (2) CAUSE No. 46 OF 1971

By Edwin Alfred Bristow of P.O. Box 111, Nairobi in Kenya, one of the executors named in the will of the deceased, through Messrs. Kaplan & Stratton, advocates of Nairobi, for a grant of probate of the will of Robert Inkster Neave of London in England, who died at London on the 9th day of October 1970.

## (3) CAUSE No. 47 OF 1971

By Kenneth Stanley Dacre Ennion of P.O. Box 2827, Nairobi in Kenya, the duly constituted attorney of Board of Executors of Cape Town in South Africa, the executor named in the will of the deceased, through Messrs. Shapley Barret Ennion Marsh & Co., advocates of Nairobi, for a grant of letters of administration with a copy of the certified copy of the will annexed of the estate of Walter Thomas Shapley of Cape Town aforesaid, who died at Cape Town on the 26th day of April 1970.

## (4) CAUSE No. 50 OF 1970

By Dahiben Prabhudas Govindbhai Patel of P.O. Box 7732, Nairobi in Kenya, the widow of the deceased and the executrix named in his will, through G. S. Vohra, Esq., advocate of Nairobi, for a grant of probate of the will of Prabhudas Govindbhai Patel of Nairobi aforesaid, who died at Nairobi on the 11th day of August 1970.

## (5) CAUSE No. 45 OF 1971

By Humphrey Slade of P.O. Box 30333, Nairobi in Kenya, the sole surviving executor named in the will and two codicils of the deceased, through Messrs. Hamilton Harrison & Mathews, advocates of Nairobi, for a grant of probate of the will and two codicils of Marthe Kopperud of Nairobi aforesaid, who died at Nairobi on the 18th day of October 1970.

## (6) CAUSE No. 52 OF 1971

By Eva Joyce Powrie of P.O. Box 7047, Nairobi in Kenya, the widow of the deceased and the executrix named in his will, through Messrs. Daly & Figgis, advocates of Nairobi, for a grant of probate of the will of Donald Powrie of Nairobi aforesaid, who died at Nairobi on the 19th day of September 1970.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 12th March 1971.

Nairobi,  
22nd February 1971.

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

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

## GAZETTE NOTICE No. 468

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

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

CAUSE No. 32 OF 1942

By Aboud Bin Saad of Malindi in Kenya, the son of the deceased, through Sadiq Ghalia, advocate of Mombasa in Kenya, for a grant of letters of administration *de bonis non* of the estate of the late Saada Bin Abdulla Bin Aboud of Malindi aforesaid, who died on the 13th day of July 1942, at Malindi aforesaid.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered within 14 days from the date of publication of this notice in the Kenya Gazette.

C. D. AMIN,  
Deputy Registrar,  
High Court of Kenya,  
Law Courts, Mombasa.

Mombasa,  
5th February 1971.

## GAZETTE NOTICE No. 469

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

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

CAUSE No. 7 OF 1971

By Shahsultan w/o Mussa Hassanali Juma Khan of Mombasa in Kenya, the executrix named in the will of the deceased, through Anil Suchack, advocate of Mombasa, Kenya, for a grant of probate of the will of the late Mussa Hassanali Juma Khan of Mombasa, who died on the 19th day of November 1970, at Mombasa aforesaid.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered with fourteen (14) days from the date of the publication of this notice in the Kenya Official Gazette.

C. D. AMIN,  
Deputy Registrar,  
High Court of Kenya,  
Law Courts, Mombasa.

Mombasa,  
9th February 1970.

## NOTE

The will mentioned above is deposited and open for inspection at the Court.

## GAZETTE NOTICE No. 336

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. 20 OF 1971

By (1) Jivraj Raja Shah, (2) Devchand Raja Shah and (3) Suryakant Bhagwanji Raja Shah (also known as Suryakant Bhagwanji Shah and Shureschandra Bhagwanjee Shah), all of P.O. Box 491, Nairobi in Kenya, the executors named in the will of the deceased, through Satish Gautama, Esq., advocate of Nairobi, for a grant of probate of the will of Bhaghawanjee Raja Shah (also known as Bhagwanji Raja, Bhagwanji Raja Shah and Bharmal Raja) of Nairobi aforesaid, who died at Nairobi on the 6th day of November 1970.

(2) CAUSE No. 27 OF 1971

By (1) Augusta Benecia Clara De Souza e Almeida, and (2) Jose Thomas Domingos de Almeida, the widow and son respectively of the deceased, both of P.O. Box 32, Kiambu in Kenya, through Messrs. Waruhiu & Co., advocates of Nairobi, for a grant of probate of the will of Jose Cactano de Almeida of Kiambu aforesaid, who died at Nairobi in Kenya, on the 28th day of April 1968.

(3) CAUSE No. 30 OF 1970

By George Stuart Gadesden McCall of P.O. Box 2022, Endebess in Kenya, the son of the deceased and one of the executors named in his will, through Messrs. Kaplan & Stratton, advocates of Nairobi, for a grant of probate of the will of Frederick Johnson McCall of Endebess aforesaid, who died at Endebess in Kenya, on the 16th day of March 1970.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 26th February 1971.

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

Nairobi,  
8th February 1971.

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

## GAZETTE NOTICE No. 470

THE COMPANIES ACT  
(Cap. 486)

NOTICE OF DIVIDEND TO PREFERENTIAL CREDITORS  
IN BANKRUPTCY AND WINDING-UP CAUSE No. 40 OF 1958

Re: *Phoenix Studios Limited (In Liquidation)*

Name of company.—Phoenix Studios Limited.

Address of registered office.—Lullington House (3rd Floor), Nairobi.

No. of matter.—Bankruptcy and Winding-up Cause No. 40 of 1958.

Amount per Sh. 100.—Sh. 9/35 (approximately).

First and final, or otherwise.—First and final.

When payable.—4th March 1971.

Where payable.—Office of the Official Receiver, State Law Office, Harambee Avenue, Nairobi.

Nairobi,  
19th February 1971.

M. L. HANDA,  
Deputy Official Receiver  
and Liquidator.

## GAZETTE NOTICE No. 471

THE COMPANIES ACT  
(Cap. 486)

NOTICE OF DIVIDEND

Name of company.—Phoenix Productions Limited.

Address of registered office.—Lugard House, Lugard Avenue, Nairobi.

Court.—High Court of Kenya at Nairobi.

Amount per £.—Cents 39.

First or final or otherwise.—Sixth and final.

When payable.—4th March 1971.

Where payable.—Office of the Official Receiver, State Law Offices, Harambee Avenue, P.O. Box 30031, Nairobi.

Nairobi,  
19th February 1971.

M. L. HANDA,  
Deputy Official Receiver  
and Liquidator.

## GAZETTE NOTICE No. 472

THE COMPANIES ACT  
(Cap. 486)

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

Reg. No.	Name
3055	Nyanza Settler Store Limited.
3261	Kailas Theatres Limited.
6198	Gretco Limited.
7739	The Students Book Centre Limited.
8707	Eastern Kitui Bus Service Limited.

Dated this 19th day of February 1971.

O. M. SAMEJA,  
Assistant Registrar of Companies.

## GAZETTE NOTICE No. 473

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:—

Reg. No.	Name
5/64	Taita/Taveta Development Corporation Limited.
36/69	Swaminarayan Housing Society Limited.
5506	Sidwell & Co. (Mombasa) Limited.
5506	Pires Limited.
5548	Thanawalla Industrial Investment Limited.
5565	Kenlab Trading Company Limited.
5632	Kingsway Radio Rentals Limited.
5802	Friend's Limited.
6151	Nzanzani Trading Company Limited.
6192	Kururu Estate Limited.
6290	Kisasi Produce Commercial Company Limited.

Dated this 19th day of February 1971.

O. M. SAMEJA,  
Assistant Registrar of Companies.

## GAZETTE NOTICE No. 474

## THE COMPANIES ACT

(Cap. 486)

IT IS notified for general information that the following companies have been incorporated in Kenya during the period 1st January to 31st January 1971:—

PRIVATE COMPANIES		
Name of Company	Nominal Capital Sh.	Address of Registered Office
Timber Industries Limited	50,000	L.R. 15/63/1, Elburgon, P.O. Box 1, Elburgon.
Robin Boat Company Limited	20,000	L.R. 7149/3, Athi River Trading Centre, P.O. Box 2895, Nairobi.
Turkana Wholesale Company Limited	100,000	Plot No. 21, New Avenue Lodwar, P.O. Box 916, Kitale.
Prabhulal and Company Limited	50,000	Plot No. 57, Section 35, Odera Street, P.O. Box 796, Kisumu.
Uthiru Properties Limited	10,000	7th Floor, Electricity House, Nairobi.
Meru Safari Hotel (1971) Limited	20,000	L.R. 1104/182, Kenyatta Highway, P.O. Box 94, Meru.
Hurlingham Cosmetics Limited	45,000	L.R. 209/377/5, 6, 7, 8, Hurlingham Road Road, P.O. Box 11141, Nairobi.
Allied Concrete Works Limited	200,000	Plot No. 673, Lombard House, Tom Mboya Street, P.O. Box 6610, Nairobi.
Portway Stores (1971) Limited	100,000	L.R. 37/123, Buckley Road, Nairobi.
Kiaria Farmers Company Limited	100,000	5th Floor, Electricity House, Nairobi.
Hippo-Point Enterprises Limited	20,000	L.R. 1148/602, Joshi Avenue, P.O. Box 1756, Kisumu.
Bamburi Chalets Limited	20,000	Office Nos. 411-412, Prudential Building, Wabera Street, Box 30355, Nairobi.
Bonds Clothing Limited	50,000	L.R. 209/2665, Muindi Mbingu Street, P.O. Box 9741, Nairobi.
Kirue Timbers Limited	400,000	Thale Saw Mills, Forest Concession Area, P.O. Box 24, Meru.
Midland Hotel Limited	200,000	L.R. 451/30, Geoffrey Kamau Way, P.O. Box 257, Nakuru.
Marengeta Maendeleo (1969) Limited	20,000	L.R. 5964, Kassarani Road, P.O. Box 27185, Nairobi.
Ikumbi Tea Factory Company Limited	200,000	Stanbank House, Government Road, P.O. Box 2011, Nairobi.
Simba International Limited	200,000	Ottoman Building, Kimathi Street, P.O. Box 20218, Nairobi.
Kokwet And Tinderet Estates Limited	20,000	Silopark House, P.O. Box 4370, Nairobi.
Westwood Park Country Club Limited	1,000,000	L.R. 11779, P.O. Box 1737, Nairobi.
Africa Samachar (Newspapers) Limited	20,000	Victoria House, Tom Mboya Street, P.O. Box 1237, Nairobi.
Industrial Publications Limited	20,000	Victoria House, Tom Mboya Street, P.O. Box 1237, Nairobi.
Vumbua Urithi Kenya Tours Limited	10,000	L.R. 209/2555, Government Road, P.O. Box 4762, Nairobi.
Meru Construction Limited	100,000	Plot No. 209/5472, Huddersfield Road, P.O. Box 30743, Nairobi.
Janmohamed Investments Limited	200,000	Plot No. 451/30, Section 49, Geoffrey Kamau Way, P.O. Box 257, Nakuru.
Kenya Technical and Industrial Services Limited	20,000	Pearl Assurance House, Wabera Street, P.O. Box 1500, Nairobi.
New Uuki Breweries Limited	500,000	L.R. 209/932, Duke Street, P.O. Box 18063, Nairobi.
Tullu Ranching Company (Lamu) Limited	40,000	Plot No. 39, Section XXV, Treasury Square, P.O. Box 820, Mombasa.
Cheptobot Farm Limited	250,000	c/o R. F. J. Lindsell, Advocate, P.O. Box 184, Kitale.
African Haulage Agency (Kenya) Limited	40,000	Plot No. 86, Section XVI, P.O. Box 1339, Nakuru.
V. Navin and Company Limited	40,000	L.R. 209/3544, City Building, Bohra Road, P.O. Box 10783, Nairobi.
Modern Wholesalers Limited	30,000	Plot No. 544, Accra Street, P.O. Box 1040, Kisumu.
Red Rock Restaurant Limited	40,000	L.R. 209/5586, Landhies Road, P.O. Box 728, Nairobi.
Pokot Trading Stores Limited	100,000	Plot No. 28, Makutano Trading Centre, P.O. Box 437, Kitale.
Factotum Limited	2,000	Sadler House, Koinange Street, P.O. Box 30294, Nairobi.
Bebirioni House Limited	20,000	Plot No. 15, Bebirioni Township, P.O. Box 177, Limuru.
Thika United Company Limited	500,000	Plot No. 45, Section 7, Kenyatta Highway, P.O. Box 156, Thika.
Lake View Hotel Limited	100,000	Plot No. 69, Konzy Land, P.O. Box 1216, Kisumu.
The Kisumu Cycle Mart Limited	100,000	Plot No. 25, Section 28, Odera Street, P.O. Box 222, Kisumu.
Silversands Cafeteria Limited	20,000	T.O.L. Silversands, P.O. Box 199, Malindi.
Atlas Plumbers (Kenya) Limited	100,000	L.R. 209/136/63, Jainasla Road, P.O. Box 10661, Nairobi.
Ndolo Valley Enterprises Limited	100,000	Kyambeke Market, Kilungu Location, Machakos District, P.O. Sultan Hamud.
Chetambe Estates Limited	50,000	Plot No. 3, Kimilili, P.O. Box 3, Kimilili.
Mvita Fisheries (1970) Limited	100,000	Plot No. 225, Section XXV, Kwa Shibu Road, P.O. Box 98573, Mombasa.
New Pumwani Enterprises Limited	30,000	Plot No. 490, Pumwani, P.O. Box 4502, Nairobi.
CPC Kenya Limited	1,500,000	Livingstone Registrars Limited, Ring Road, P.O. Box 30029, Nairobi.
Nzoia Tobacco Distributors Limited	200,000	Plot No. 26, P.O. Box 378, Bungoma.
Mebco Arts Limited	20,000	L.R. 209/5586, Landhies Road, P.O. Box 728, Nairobi.
Patel Automobile House Limited	40,000	Plot No. 209/229/1, Race Course Road, P.O. Box 3247, Nairobi.
Mount Kenya Trout Villas and Tours Limited	2,000	L.R. 5342/1, Kiganjo, Nyeri, P.O. Box 112, Kiganjo.
Kenelex Limited	100,000	Plot No. 209/669, Tom Mboya Street, P.O. Box 11569, Nairobi.
Gatundu Properties Limited	30,000	Plot No. 52, Gatundu Trading Centre, P.O. Gatundu.
Tanken Cafe Limited	250,000	L.R. 209/4291, Gateway House, Government Road, P.O. Box 12463, Nairobi.
Bestway Tours Limited	20,000	L.R. 209/594, Government Road, P.O. Box 4440, Nairobi.
West Kenya Productivity Investments Limited	500,000	106, Rosterman, P.O. Box 243, Kakamega.
Kenya Timber Mart Limited	20,000	L.R. 37/4157, Belfast Road, P.O. Box 3141, Nairobi.
Taito Farm Limited	140,000	Kenyatta Street, P.O. Box 184, Kitale.
Business Promotion (E.A.) Limited	50,000	Uniafric House, Koinange Street, P.O. Box 2134, Nairobi.
J. B. Maina and Company Limited	100,000	Plot No. 85/95, Section XX, Sheikh Jundani Road, P.O. Box 1307, Mombasa.
Kiboko Safaris Limited	50,000	Equatorial House, Muindi Mbingu Street, P.O. Box 683, Nairobi.
Nyota Ya Meta Service Station Limited	100,000	Electricity House, P.O. Box 7122, Nairobi.
Citizen Registrars Limited	1,000	Fifth Floor, Electricity House, P.O. Box 7089, Nairobi.
Kenya Aerotech Limited	50,000	Plot No. 209/2712, P.O. Box 12999, Nairobi.
Kilo Wholesalers Limited	20,000	L.R. 209/4284, Cargen House, P.O. Box 2252, Nairobi.
Standard Holdings Limited	10,000,000	Muindi Mbingu Street, P.O. Box 11117, Nairobi.
Kariba Enterprises (E.A.) Limited	200,000	Araba Road, P.O. Box 98534, Mombasa.
H. C. Mehta and Sons Limited	20,000	Plot No. 56, Section XXV, Nkrumah Road, P.O. Box 199, Mombasa.
Kenpro Limited	10,000	Tom Mboya Street, L.R. 209/2400, P.O. Box 1533, Nairobi.
Kebirico Tea Factory Company Limited	200,000	L.R. 209/4988, Finlay House, Jeevanjee Street, P.O. Box 12244, Nairobi.
Photogravure and Flexo Limited	200,000	L.R. 209/2651, Mansion House, Wabera Street, P.O. Box 4363, Nairobi.
PUBLIC COMPANIES		
Kabete Development Company Limited	30,000	L.R. 209/905, 906, P.O. Box 23012, Lower Kabete.
Maveraini Company Limited	50,000	Parcel No. 220/1, Kariobangi, P.O. Box 16182, Nairobi.
Kenya Institute of Management	Company Limited by Guarantee and not Having a Share Capital	K.C.S. House, Queensway, P.O. Box 3706, Nairobi.
African Social Studies Programme	Company Limited by Guarantee and not Having a Share Capital	Electricity House, Harambee Avenue, P.O. Box 4777, Nairobi.
FOREIGN COMPANY		
Amboni Plastics Limited	1,000,000	Ta—

It is further notified that the following company incorporated outside Kenya having established a place of business in Kenya has delivered particulars for registration:—

Name of Company	Nominal Capital Sh.	Address of Registered Office
Amboni Plastics Limited	1,000,000	Ta—

## GAZETTE NOTICE No. 475

## IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF HOTEL DEVELOPMENTS LIMITED  
VOLUNTARY WINDING UP

NOTICE is hereby given that at an extraordinary general meeting of the company duly convened and held at Belfast Road, Nairobi, on Friday, 19th February 1971, the following special resolution was passed:—

"That the company be wound up voluntarily and that Anthony Granger-Brown, P.O. Box 24731, Nairobi, be appointed liquidator for the purpose of such winding up."

Creditors of the above company are hereby required to send particulars of debts or claims to the liquidator on or before 2nd April 1971, or in default thereof the assets will be distributed without taking into account their claims.

Dated at Nairobi this 20th day of February 1971.

A. GRANGER-BROWN,  
*Liquidator,*  
P.O. Box 24731, Nairobi.

## GAZETTE NOTICE No. 476

## IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF ARMSTRONG LIMITED  
MEMBERS' VOLUNTARY WINDING UP

NOTICE is hereby given that at an extraordinary general meeting of the members of Armstrong Limited held on 12th February 1971, the following was passed as a special resolution:—

"That the company be wound up voluntarily and that Dennis Arthur May be appointed liquidator for the purpose of such winding up."

Creditors of the company are required on or before 31st March 1971, to send full particulars of all claims they may have against the company to the undersigned, the liquidator of the said company, and if so required by notice in writing from the liquidator, personally, or by their advocates, to come in and prove their debts or claims set out in such notice or in default thereof they may be excluded from the benefit of any distribution made before such debts are proved.

Dated this 18th day of February 1971.

D. A. MAY,  
*Liquidator,*  
P.O. Box 1500, Nairobi.

## GAZETTE NOTICE No. 477

## IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

## IN THE MATTER OF CREDIT FOR INDUSTRY (E.A.) LIMITED

## MEMBERS' VOLUNTARY WINDING UP

NOTICE is hereby given that the final meeting of the members of the above-named company will be held at the offices of Dunstan Adams, May & Story, Pearl Assurance House, Wabera Street, Nairobi on Thursday, 25th March 1971, at 9.30 a.m., in accordance with the provisions of and for the purposes laid down in section 283 (1) of the Companies Act (Cap. 486).

Dated this 18th day of February 1971.

A. DUNSTAN ADAMS,  
D. B. WHITE,  
*Joint Liquidators.*

## GAZETTE NOTICE No. 478

## IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF MARS LIMITED  
(Members' Voluntary Liquidation)

NOTICE is hereby given pursuant to section 283 of the Companies Act (Cap. 486) that a general meeting of the above-named company will be held at the office of Messrs. Pannell Fitzpatrick Bellhouse Mwangi & Co., National Bank Building, Kenyatta Avenue, Nakuru, on Friday, 19th March 1971, at

10 a.m. for the purpose of having an account laid before the members and to receive the report of the liquidator showing how the winding up has been conducted and the property of the company disposed of, and of hearing any explanation that may be given by the liquidator.

Any member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and such proxy need not be a member.

Dated this 16th day of February 1971.

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

## GAZETTE NOTICE No. 479

## THE SOCIETIES ACT 1968

(L.N. 62 of 1968)

PURSUANT to rule 14 of the Societies Rules, notice is hereby given that—

- (a) the societies listed in the First Schedule hereto have been registered;
- (b) the registrations of the societies listed in the Second Schedule hereto have been refused; and
- (c) the registrations of the societies listed in the Third Schedule have been cancelled,

under the provisions of the Societies Act 1968.

## FIRST SCHEDULE

<i>Name of Society</i>	<i>Date of Registration</i>
Kenya Wrestling Association ... ..	13-2-71
Kenya Mental Health Association ... ..	13-2-71
Safari Night Club ... ..	13-2-71
Ruiru Traders Association ... ..	13-2-71
Kisumu Star Association ... ..	15-2-71
Lisanga Lya Bushimuli ... ..	15-2-71
Awour Union, Nairobi ... ..	15-2-71
Nyikwa Auma Owacho (Nairobi H.Q.) ... ..	15-2-71
Mukamaka Mathiko Society ... ..	15-2-71
Kenya Basketball Federation ... ..	18-2-71
Algenya Football Club ... ..	18-2-71

## SECOND SCHEDULE

<i>Name of Society</i>	<i>Date of Refusal</i>
Abaluhya Medical Staff Welfare Association, Kisumu ... ..	19-2-71
Seventh Day Missionary Church, Miu Branch ... ..	19-2-71
Lari Kimende United Members Club ... ..	19-2-71
Usaidizi Wa Vijana Society ... ..	19-2-71
Kenya Distributors Association ... ..	19-2-71
Hotel Workers' Society ... ..	19-2-71
Kenya African National Union, Buret Sub-branch ... ..	19-2-71

## THIRD SCHEDULE

<i>Name of Society</i>	<i>Date of Cancellation</i>
Kenya African National Traders and Farmers Union, Meru Branch ... ..	15-2-71
Uasin Gishu Abaluhya Welfare Association ... ..	15-2-71

Dated this 19th day of February 1971.

J. ALLAN,  
*Assistant Registrar of Societies.*

## GAZETTE NOTICE No. 480

## THE SOCIETIES ACT 1968

(L.N. 62 of 1968)

PURSUANT to rule 14 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

Butayi Association H.Q., Nairobi, to Butayi Welfare Association H.Q., Nairobi.

Dated this 19th day of February 1971.

J. ALLAN,  
*Assistant Registrar of Societies.*

## GAZETTE NOTICE No. 481

## THE PRUDENTIAL ASSURANCE COMPANY LIMITED

P.O. Box 30064, Nairobi, Kenya

## LOSS OF POLICY

*Life Policy No. 5970712 effected for a sum assured of £1,000 on the life of Moses Mike Mukolwe*

NOTICE is hereby given that evidence of the loss or destruction of this policy having been submitted to the company, any person in possession of the policy or claiming to have interest therein should communicate immediately by registered post with the company. 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.

E. J. MOWBRAY,  
Manager for East Africa.

## GAZETTE NOTICE No. 482

## THE JUBILEE INSURANCE COMPANY LIMITED

(Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

## LOSS OF POLICY

Re: *Life Policy No. 17421—Hassanali Noormohamed Lalji of P.O. Box 98417, Mombasa*

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 of this notice, duplicate policy will be issued, which will be the sole evidence of the contract.

Dated this 19th day of February 1971.

M. R. HOSANGADY,  
Executive Director.

## GAZETTE NOTICE No. 483

## THE KIRINYAGA COUNTY COUNCIL

## NOTICE OF RESOLUTION

WHEREAS the Minister for Local Government has by Order made the following By-laws in exercise of the powers conferred upon him by regulation 210 (1) of the Local Government Regulations 1963 (L.N. 256/1963):—

(a) The Local Government (Adoptive By-laws) (Building) Order 1968 (L.N. 15/1969).

(b) The Local Government (Adoptive By-laws) (Grade II Buildings) Order 1968 (L.N. 16/1969):

And whereas the Kirinyaga County Council had duly complied with the requirements of regulation 203 (1) of the Local Government Regulations 1963:

Now, therefore, the Kirinyaga County Council at the Council meeting held on the 10th June 1970, has passed the following resolutions:—

1. That the Local Government (Adoptive By-laws) (Grade II Buildings) Order 1968 (L.N. 16/1969) shall apply in the County of Kirinyaga within—

(i) the area of market centres and local centres listed in the Development Plan 1970-74 and named hereunder:—

## Market Centres:

Kimbimbi  
Kiamutugu  
Ithareini  
Kagio  
Kagumo  
Mukarara  
Makutanu;

## Local Centres:

Kibirigwi  
Karumandi  
Mururi  
Kiamuthambi  
Kiamwenja  
Kianjege  
Kianguenyi  
Mucagara  
Riakiania;

(ii) all County Council markets;

(iii) five miles of the boundaries of the urban centres and rural centres named in paragraph 2 below;

(iv) 400 feet from the centre line of all trunk and primary roads.

2. That the Local Government (Adoptive By-laws) (Building) Order 1968 (L.N. 15/1969) shall apply within the areas of urban centres and rural centres listed in the Development Plan 1970-74 and named hereunder:—

## Urban Centres:

Sagana  
Kerugoya;

## Rural Centres:

Kianyaga  
Baricho  
Wanguru  
Kutus,

except in the areas of site and service schemes where the Local Government (Adoptive By-laws) (Grade II Buildings) Order 1968 (L.N. 16/1969) shall apply.

3. That the Local Government (Adoptive By-laws) (Building) Order 1968 (L.N. 15/1969) and the Local Government (Adoptive By-laws) (Grade II Buildings) Order 1968 (L.N. 16/1969) shall come into operation on the 1st day of June 1970.

Dated this 10th day of December 1970.

Clerk to the Council,  
Kirinyaga County Council.

## GAZETTE NOTICE No. 484

## THE COUNTY COUNCIL OF NYANDARUA

## NOTICE OF RESOLUTION

WHEREAS the Minister for Local Government has by Order made the following By-laws in exercise of the powers conferred upon him by regulation 210 (1) of the Local Government Regulations 1963 (L.N. 256/1963):—

(a) The Local Government (Adoptive By-laws) (Building) Order 1968 (L.N. 15/1969).

(b) The Local Government (Adoptive By-laws) (Grade II Buildings) Order 1968 (L.N. 16/1969):

And whereas the County Council of Nyandarua had duly complied with the requirements of regulation 203 (1) of the Local Government Regulations 1963:

Now, therefore, the County Council of Nyandarua at the Council meeting held on the 30th day of November 1970, has passed the following resolutions:—

1. That the Local Government (Adoptive By-laws) (Grade II Buildings) Order 1968 (L.N. 16/1969) shall apply in the County Council of Nyandarua within—

(i) the area of market centres and local centres in the Development Plan for 1970-74 and named hereunder:—

## Market Centres:

Wanjohi, Ndunyu Njeru, Pondo;

## Local Centres:

Ndaragwa	Kiriko
Rurii	Mukeo
Kenton	Githioro
Oraimutia	Weru
Gathanji	Sabugo
Munyaka	Nyairoko
Ngano	Heni
Kaheho	Koinange
Kambaa	Kimathi
Ngorika	Magumu;
Kangui	

(ii) all county council markets;

(iii) five miles of the boundaries of the urban centres and rural centres listed in paragraph 2 below;

(iv) 400 feet from the centre line of all trunk and primary roads.

2. That the Local Government (Adoptive By-laws) (Building) Order 1968 (L.N. 15/1969) shall apply within the urban centres and rural centres listed in the Development Plan 1970-74 and named hereunder:—

Urban Centres.—Thomson's Falls, Ol Kalou;

Rural Centres.—Njabini (S. Kinangop, N. Kinangop, Ol Joro Orok, Kipipiri (Miharati),

except in the area of site and service schemes where the Local Government (Adoptive By-laws) (Grade II Buildings) Order 1968 (L.N. 16/1969) shall apply.

3. That the Local Government (Adoptive By-laws) (Building) Order 1968 (L.N. 15/1969) and the Local Government (Adoptive By-laws) (Grade II Buildings) Order 1968 (L.N. 16/1969) shall come into operation on the 1st day of December 1970.

Dated this 18th day of December 1970.

N. G. NJUGHUNA,  
for Acting Clerk/Treasurer,  
County Headquarters,  
P.O. Box 200, Thomson's Falls.

N.B.—This notice cancels Gazette Notice No. 3836 of 31st December 1970.

## GAZETTE NOTICE No. 485

## THE TRANS NZOIA DISTRICT

## LOSS OF OFFICIAL RECEIPT BOOK No. 444901-444950

IT IS notified for general information to the members of the public that Official Receipt Book No. 444901-444950 has been reported lost. The Official Receipt Book in question is now invalid and the Government will not accept any moneys received against this book.

Any person who may find this book should report the fact to the undersigned or to the nearest Police Station.

Dated this 13th day of February 1971.

J. O. OTSIANDA,  
*for Senior District Commissioner,  
Trans Nzoia.*

## GAZETTE NOTICE No. 486

## THE TRANS NZOIA DISTRICT

## LOSS OF SCHOOL FEES RECEIPT BOOK No. 196051-196100

IT IS notified for general information to the members of the public that School Fees Receipt Book No. 196051-196100 has been reported lost. The School Fees Receipt Book in question is now invalid and the Government will not accept any moneys received against this book.

Any person who may find this book should report the fact to the undersigned or to the nearest Police Station.

Dated this 13th day of February 1971.

J. O. OTSIANDA,  
*for Senior District Commissioner,  
Trans Nzoia.*

## GAZETTE NOTICE No. 487

THE KITUI COUNTY COUNCIL  
THE VALUATION FOR RATING ACT

## SUPPLEMENTARY VALUATION ROLL—1969

## Kitui Township

NOTICE is hereby given that no objection to the Draft Supplementary Valuation Roll 1969 having been received, and all objections to the Draft Supplementary Valuation Roll having been withdrawn, the said draft roll has been signed certified to that effect in accordance with section 12 (1) of the Valuation for Rating Act and now becomes the Supplementary Valuation Roll 1969, Kitui Township.

Kitui,  
22nd February 1971.

B. K. JACOB,  
*Acting Clerk,  
County Council of Kitui.*

## GAZETTE NOTICE No. 488

## THE MANDERA DISTRICT

APPOINTMENT OF MEMBERS OF DISTRICT AGRICULTURAL  
COMMITTEE

THE following have been appointed members of the District Agricultural Committee for Mandera:—

*Chairman.*—The District Commissioner.

*Members:*—

- The Water Development Officer.
- The Community Development Officer.
- The District Agriculture Officer.
- The District Education Officer.
- The Clerk to Council.
- The Range Officer.
- The Councillor, Mohamed Ibrahim (M.C.C.).
- Ibrahim Hassan.
- Osman Muslim.
- Hassan Hussein.
- Game Warden.

P. K. MBAGARA,  
*for District Commissioner, Mandera.*

## GAZETTE NOTICE No. 489

## MINISTRY OF WORKS

## CENTRAL TENDER BOARD

## TENDER NOTICE No. 10/A/71

TENDERS are invited for the supply of Paints and Distemper to the Government Departments during the period of 1st April 1971 to 31st March 1972.

Tender documents giving full details may be obtained from the Chief Purchasing Officer, Ministry of Works, Headquarters, Supplies Branch, P.O. Box 30346, Nairobi.

Final time and date for submission of tenders.—9 a.m. on 12th March 1971.

P. SHIYUKAH,  
*Permanent Secretary for Works.*

## GAZETTE NOTICE No. 490

## MINISTRY OF WORKS

## CENTRAL TENDER BOARD

## TENDER NOTICE No. 12/A/71

TENDERS are invited from manufacturers in the Nairobi Area for the manufacture and supply of the following to the Ministry of Works Depot, Liverpool Road, Nairobi:—

*Shirts, Merduff V-necked.*—17,400 (various sizes).

The shirts are to be manufactured on a cut-make-and-trim basis from material purchased from the Government at Sh. 2/10 per yard, duty free, and the successful tenderer will be required to lodge a surety bond indemnifying the Government against any loss of or damage to the material from any cause whatsoever.

Tender documents giving full details may be obtained from the Chief Purchasing Officer, Supplies Branch, Upper Ground Floor, Room No. 38, Ministry of Works, Ngong Road, P.O. Box 30346, Nairobi.

Final time and date for submission of tenders.—9 a.m. on 26th March 1971.

P. SHIYUKAH,  
*Permanent Secretary for Works.*

## GAZETTE NOTICE No. 491

## MINISTRY OF WORKS

## CENTRAL TENDER BOARD

## TENDER NOTICE No. 13/A/71

TENDERS are invited for the supply of:—

*Blankets with red stripe (Warders).*—6,000 No.

Tender documents giving full details may be obtained against written application from the Chief Purchasing Officer, Supplies Branch, Upper Ground Floor, Room No. 38, Ministry of Works, Ngong Road, P.O. Box 30346, Nairobi.

Tenderers are requested to submit two sample blankets to which all supplies shall conform: One sample to the Chief Purchasing Officer and the other direct to the Chief Materials Engineer, Ministry of Works, for tests at their own expense.

Final time and date for submission of tenders.—9 a.m. on 26th March 1971.

P. SHIYUKAH,  
*Permanent Secretary for Works.*

## GAZETTE NOTICE No. 492

## MINISTRY OF WORKS

## CENTRAL TENDER BOARD

## TENDER NOTICE No. 14/A/71

TENDERS are invited for the supply of:—

*Soap, hard, brown.*—400,000 bars.

*Soap, toilet, standard.*—100,000 by 3½ oz. tablets.

*Soap, toilet, carbolic (Lifebuoy) or similar.*—100,000 tablets.

Tender documents giving full details may be obtained from the Chief Purchasing Officer, Supplies Branch, Upper Ground Floor, Room No. 38, Ministry of Works Headquarters, Ngong Road, P.O. Box 30346, Nairobi.

Final time and date for submission of tenders.—9 a.m. on 26th March 1971.

P. SHIYUKAH,  
*Permanent Secretary for Works.*

## GAZETTE NOTICE No. 493

## THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of coffee house and art gallery carried on by Thomas William Jones under the firm name or style of The Chelsea Art Gallery at L.R. No. 451/4/49, Plot No. 4, Section 49, Nakuru Arcade, Kenyatta Avenue, Nakuru, has, with effect from 20th December 1970, been sold and transferred to Sharifa Badrudin Taibali Mamuji who will carry on the said business at the said place under the same firm name or style.

The address of the transferor is P.O. Box 73, Nakuru.

The address of the transferee is P.O. Box 258, Nakuru.

The transferee does not assume nor does she intend to assume any liability incurred in the said business by the transferor up to and including the 19th day of December 1970, and the same will be paid and discharged by the transferor and likewise all debts due will be received by the transferor and the transferor does not assume nor does he intend to assume any liabilities incurred in the said business by the transferee after the 19th December 1970.

Dated at Nakuru this 17th day of February 1971.

JONES & JONES,  
*Advocates for the Transferor  
and the Transferee.*

## GAZETTE NOTICE No. 494

## THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that business of carpenters and joiners carried on by Keshavji Jadavji and Thakershi Jadavji of P.O. Box 81821, Mombasa, Kenya, under the firm name and style of Mombasa Joinery Works at Plot Nos. 16 and 17, Section XXIII, Mombasa, was, on the 16th day of February 1971, sold and transferred to Karsan Vishram, Kanji Hirji and Ratna Bhimji of Mombasa 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 81821, Mombasa.

The address of the transferees is P.O. Box 98694, Mombasa.

The transferees have not assumed and do not intend to assume any of the liabilities incurred in the said business by the transferors up to and including the 15th day of February 1971, and the same shall be paid and discharged by the transferors. All debts due by and owing to the transferors in respect of the said business up to and including 15th February 1971, will be received by the transferors.

Dated at Mombasa this 16th day of February 1971.

KESHAVJI JADAVJI,  
THAKERSHI JADAVJI,  
*Transferors.*

KARSAN VISRAM,  
KANJI HIRJI,  
RATNA BHIMJI,  
*Transferees.*

## GAZETTE NOTICE No. 495

## THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of wholesale and retail trade in clothing garments carried on by (1) Sadrudin Janmohamed Rahemtulla Esmail, (2) Mayur Singh Bharat Singh, (3) George Jeremiah Lusweti and (4) Amin Dawood Esmail, all of P.O. Box 710, Nakuru in the Republic of Kenya, under the name of Daves Drapers on Plot No. 3/4, Kenyatta Avenue, Nakuru, was, on the 5th day of February 1971, sold and transferred to (1) Bhailal Chatrabhuj Tribhovandas, (2) Rasiklal Chatrabhuj Tribhovandas and (3) Mansukhlal Chatrabhuj Tribhovandas, all of P.O. Box 1240, Nakuru in the Republic of Kenya, who will carry on the said business at the said place under the firm name of Daves Drapers.

The address of the transferors is P.O. Box 710, Nakuru.

The address of the transferees is P.O. Box 1240, Nakuru.

The transferees have not assumed and do not intend to assume any of the liabilities incurred in the said business by the transferors up to and including the 4th day of February 1971, and the same will be paid and discharged by the transferors. All debts due and owing to the transferors in respect of the said business up to and including the 4th day of February 1971, will be received by the transferors.

Dated at Nakuru this 23rd day of February 1971.

FRANCIS DA GAMA ROSE & CO.,  
*Advocates for the Transferors and  
the Transferees.*

## GAZETTE NOTICE No. 496

## THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of engineering workshop carried on by Moolsingh s/o Attar Singh under the firm name or style of Clyde Engineering Works on Plot No. 204, Section XIX, Mombasa, has, as from the 1st January 1971, been sold and transferred to (1) Roshanali Abdulkader, (2) Noormohamed Abdulkader, (3) Amirali Abdulkader, (4) Esmail Mohammed and (5) Muzaffer A. Noorani, who will carry on the said business at the same place under the same firm name or style of Clyde Engineering Works.

The address of the transferor is P.O. Box 7634, Mombasa.

The address of the transferees is P.O. Box 85200, Mombasa.

All debts due to and owing by the transferor up to and including 31st December 1970, will be received and paid by the transferor.

The transferees are not assuming nor do they intend to assume any liability incurred by the transferor in the said business up to and including the 31st December 1971.

Dated at Mombasa this 20th day of February 1971.

MOOLSINGH s/o ATTARSINGH,  
*Transferor.*

K. A. KASMANI,  
*Advocate for the Transferees.*

## GAZETTE NOTICE No. 497

## DISSOLUTION OF PARTNERSHIP

NOTICE is hereby given that the partnership heretofore subsisting between Gitehenya Ichambuya and Shantilal Ranchhoddas Madhani carrying on business under the firm name and style of Kangema Madhani Store, at Seventh Street, Eastleigh, Nairobi City, has been dissolved by mutual consent so far as concerns the said Shantilal Ranchhoddas Madhani who has retired from the said partnership business.

As from the 11th day of February 1971, the said business is being carried on by the continuing partner Gitehenya Ichambuya at the same place and under the same firm name and style of Kangema Madhani Store.

All debts due to or owing by the said partnership business up to and including the 11th day of February 1971, shall be received and paid by the continuing partner Gitehenya Ichambuya.

Dated at Nairobi this 12th day of February 1971.

GITEHENYA ICHAMBUYA,  
*Continuing Partner.*

SHANTILAL RANCHHODDAS MADHANI,  
*Retiring Partner.*

## GAZETTE NOTICE No. 498

## DISSOLUTION OF PARTNERSHIP

NOTICE is hereby given that partnership heretofore subsisting between David Karumba Gichuhi and Bernard Njenga Muranga, trading under the firm name and style of Ngamba Agents, has been dissolved by mutual consent and that Bernard Njenga Muranga has retired from the said business and that the remaining partner David Karumba Gichuhi will carry on the said business under the new name of Kiuni Agents at Plot No. 209/136/75, Kirinyaga Road, Nairobi, under his name of Kiuni Agents.

1. That the aforesaid Bernard Njenga Muranga, who has retired from the partnership will be responsible for all the debts, including the rent of the premises in question, and all other amounts payable in respect of the business heretofore known as Ngamba Agents.

2. That David Karumba Gichuhi will in no way be liable to any debts in respect of the said firm name Ngamba Agents.

3. That the said Bernard Njenga Muranga will not be responsible for any debt created by David Karumba Gichuhi, who intends to carry on the business under the name of Kiuni Agents as from the 16th day of February 1971.

4. This agreement of partnership is for the termination of the partnership between the parties hereto until and including the 15th day of February 1971.

Dated at Nairobi this 16th day of February 1971.

Signed in the presence of J. H. Sampat, advocate, P.O. Box 3497, Nairobi.

DAVID KARUMBA GICHUHI,  
*Continuing Partner.*

BERNARD NJENGA MURANGA,  
*Retiring Partner.*



GAZETTE NOTICE No. 499

## DISSOLUTION OF PARTNERSHIP

NOTICE is hereby given that the partnership heretofore subsisting between Premchand Khimji Shah, Maniben Fulchand Shah, Kapurchand Fulchand Shah, Prabhulal Premchand Shah, Premchand Dharamshi Shah, Amratlal Dharamshi Shah and Ratilal Dharamshi Shah, all carrying on business under the firm name and style of Fulchand Khimji & Co., at Nairobi, has been dissolved by mutual consent so far as concerns the said Premchand Dharamshi Shah, Amratlal Dharamshi Shah and Ratilal Dharamshi Shah who have retired from the said partnership business as from the 1st day of January 1971.

As from the 1st day of January 1971, the said business is being carried on by the continuing partners, Premchand Khimji Shah, Maniben Fulchand Shah, Kapurchand Fulchand Shah and Prabhulal Premchand Shah at the same place and under the same firm name and style of Fulchand Khimji & Co.

All debts due to or owing by the said partnership business up to and including the 1st day of January 1971, shall be received and paid by the continuing partners Premchand Khimji Shah, Maniben Fulchand Shah, Kapurchand Fulchand Shah and Prabhulal Premchand Shah.

Dated at Nairobi this 15th day of February 1971.

PREMCHAND DHARAMSHI SHAH,  
AMRATLAL DHARAMSHI SHAH,  
RATILAL DHARAMSHI SHAH,  
*Retiring Partners.*

PREMCHAND KHIMJI SHAH,  
MANIBEN FULCHAND SHAH,  
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GAZETTE NOTICE No. 500

## NOTICE OF CHANGE OF NAME

I, Mrs. Gulabben w/o Delichand Dipchand Shah, of P.O. Box 3366, Nairobi in the Republic of Kenya, do hereby give public notice that by a deed poll dated the 6th day of February 1971, duly executed by me, I formally and absolutely renounced and abandoned the use of my former name of Jayotsnaben for all purposes and I hereby authorize and request all persons to designate, describe and address me by such assumed name of Gulabben and surname of Shah only.

Dated at Nairobi this 6th day of February 1971.

GULABBEN SHAH.

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