



# THE KENYA GAZETTE

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## GAZETTE NOTICE No. 935

## PUBLIC SERVICE COMMISSION OF KENYA

## APPOINTMENTS

PAUL GEORGE KENGA, to act as Chief Accountant, The Vice-President's Office and Ministry of Home Affairs, with effect from 28th November, 1970.

JOHN MICHAEL WOOD, to act as Deputy Chief Education Officer, Ministry of Education, with effect from 2nd February, 1971.

JOHANA ISAAC HUNJA, to act as Assistant Chief Education Officer, Ministry of Education, with effect from 18th January, 1971.

WENCESLAUS MWAURA NJORGE, to perform the duties of Director of Veterinary Services, Ministry of Agriculture, with effect from 21st February, 1971.

GIDEON OBIERO OPONDO, to act as Assistant Director of Personnel (Establishment), Directorate of Personnel, with effect from 15th February, 1971.

## PROMOTIONS

SYDNEY JAMES MEADOWS, to be Chief Range Officer (Head, Range Management Division), Ministry of Agriculture, with effect from 1st March, 1971.

JOASH ADAMBA, to be Deputy Secretary, Ministry of Power and Communications, with effect from 23rd October, 1968.

JOSEPH AGGREY ODONGO, to be Under Secretary, Ministry of Foreign Affairs, with effect from 15th September, 1970.

MOSES SHIBELENI SIMANI, to be Under Secretary, Ministry of Foreign Affairs, with effect from 15th September, 1970.

RAPHAEL MULI KIILU, to be Under Secretary, Ministry of Foreign Affairs, with effect from 15th September, 1970.

GIDEON NYAMWEYA NYAANGA, to be Senior Assistant Secretary, Ministry of Foreign Affairs, with effect from 15th September, 1970.

PETER MARAGIA NYAMWEYA, to be Senior Assistant Secretary, Ministry of Foreign Affairs, with effect from 15th September, 1970.

DAVID KABUCHWA GICHERO, to be Senior Assistant Secretary, Ministry of Foreign Affairs, with effect from 15th September, 1970.

Dated this 10th day of April, 1971.

W. N. WAMALWA,  
*Chairman,*  
*Public Service Commission of Kenya.*

## GAZETTE NOTICE No. 936

## THE CENTRAL BANK OF KENYA ACT, 1966

(No. 15 of 1966)

## APPOINTMENT

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 May, 1971, reappoint—

DUNCAN NDERITU NDEGWA  
to be Governor of the Central Bank of Kenya.

Dated this 6th day of April, 1971.

JOMO KENYATTA,  
*President.*

## GAZETTE NOTICE No. 937

## THE PRESERVATION OF PUBLIC SECURITY ACT

(Cap. 57)

## THE PUBLIC SECURITY (DETAINED AND RESTRICTED PERSONS) REGULATIONS, 1966

(L.N. 212 of 1966)

## APPOINTMENT

IN EXERCISE of the powers conferred by regulation 8 of the Public Security (Detained and Restricted Persons) Regulations, 1966, the Minister for Home Affairs hereby appoints—

CHARLES NGARE KEBUCHI  
to be Secretary to the Review Tribunal in the place of Dedan Thiong'o\* whose appointment is hereby cancelled.

Dated this 7th day of April, 1971.

D. T. ARAP MOI,  
*Minister for Home Affairs.*

\*G.N. 2837/1969.

## GAZETTE NOTICE No. 938

THE KENYA TEA DEVELOPMENT AUTHORITY  
ORDER, 1964

(L.N. 42 of 1964)

IN EXERCISE of the powers conferred by section 3 of the Kenya Tea Development Authority Order, 1964, the Minister for Agriculture hereby appoints under subsection 3 (1) (g)—

WILFRED JOHN DASHWOOD FOWLER

to be a member of the Kenya Tea Development Authority.

Dated this 7th day of April, 1971.

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

## GAZETTE NOTICE No. 939

THE REGULATION OF WAGES AND CONDITIONS OF  
EMPLOYMENT ACT

(Cap. 229)

## GENERAL WAGES ADVISORY BOARD

## APPOINTMENTS AND CANCELLATION OF APPOINTMENTS

IN EXERCISE of the powers conferred by section 4 of the Regulation of Wages and Conditions of Employment Act, the Minister for Labour hereby appoints the following persons to be members of the General Wages Advisory Board:—

(a) Member representing employers—  
Peter Dodds.

(b) Members representing employees—  
Hon. J. D. Akumu, M.P.  
J. K. Karebe; and

(c) cancels the appointment of—  
John B. Odera\*.  
Samson Kubai\*.

Dated this 31st day of March, 1971.

E. N. MWENDWA,  
*Minister for Labour.*

\*G.N. 3501/1970.

## GAZETTE NOTICE No. 940

## THE TRADE UNIONS ACT

(Cap. 233)

## APPOINTMENT OF A TRADE UNIONS TRIBUNAL

IT IS hereby notified for general information that in exercise of the powers conferred by sections 20A and 38 (4) of the Trade Unions Act and rule 3 (1) of the Trade Unions Tribunal Procedure Rules\*, the Attorney-General of the Republic of Kenya has, with effect from the 10th April, 1971, reappointed—

Saeed Rahman Cockar†,

John Mark Muchura†,

Sir Derek Erskine†,

to be members of a Trade Unions Tribunal for a period of two years for the purpose of hearing references to it by the Registrar of Trade Unions to determine the validity or propriety of notices submitted to the Registrar of Trade Unions; and the Attorney-General has further reappointed the said Saeed Rahman Cockar to be Chairman of the said Tribunal.

Dated this 10th day of April, 1971.

C. NJONJO,  
*Attorney-General.*

\*L.N. 327/1964. †G.N. 1158/1969.

## GAZETTE NOTICE No. 941

## THE REGISTRATION OF PERSONS ACT

(Cap. 107)

## APPOINTMENT OF REGISTRATION OFFICER

IN EXERCISE of the powers conferred by section 4 (2) of the Registration of Persons Act, the Principal Registrar, with effect from the 1st April, 1971, hereby appoints—

S. K. KINYAIH

to be a Registration Officer for the purposes of the Act.

Dated this 5th day of April, 1971.

P. M. OKUMU,  
*Principal Registrar*

## GAZETTE NOTICE No. 942

THE REGISTRATION OF PERSONS ACT  
(Cap. 107)

## APPOINTMENT OF REGISTRATION OFFICER

IN EXERCISE of the powers conferred by section 4 (2) of the Registration of Persons Act, the Principal Registrar, with effect from the 1st April, 1971, hereby appoints—

PETER DIGOLO OLUOCH

to be a Registration Officer for the purposes of the Act.

Dated this 1st day of April, 1971.

P. M. OKUMU,  
Principal Registrar.

## GAZETTE NOTICE No. 943

THE REGISTRATION OF TITLES ACT  
(Cap. 281, section 71)

## ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS Amran Bin Ali Bin Bushir and Fatuma Binti Ali Bin Bushir of Mombasa in the Republic of Kenya are registered as trustees of a Wakf of all that piece of land situate in the District of Mombasa (north-east of Port Tudor) and known as Plot No. 109 Section II Mainland North by virtue of a Certificate of Ownership No. 2429 registered as No. C.R. 1232/1 and whereas sufficient evidence has been adduced to show that the said Certificate of Ownership has been lost notice is hereby given that after the expiration of 90 days from the date hereof I shall issue a Provisional Certificate provided that no objection has been received within that period.

Dated at Mombasa this 16th day of April, 1971.

G. G. NDORIA,  
Registrar of Titles.

## GAZETTE NOTICE No. 944

PUBLIC SERVICE COMMISSION OF KENYA  
VACANCIES

APPLICATIONS are invited for the following posts and must be submitted to the Secretary, Public Service Commission of Kenya, P.O. Box 30095, Nairobi, to reach him by 6th May, 1971. Civil servants must complete applications in triplicate on Form PSC.2a; the original should be submitted to Heads of Departments at least seven days before the closing date, and the duplicate and triplicate together with cards PSC.25 and PSC.25a duly completed to be sent by the applicant directly to the Secretary. Applications from non-civil servants should be submitted in triplicate on Form PSC.2, together with cards PSC.24 and PSC.24a duly completed. These are obtainable from the Secretary or from other Government offices. Applicants must quote the number shown against the post in the advertisement.

Director, National Industrial Vocational Training Centre,  
Ministry of Labour (No. 125/71)

Salary.—£2,275 (fixed). PENSIONABLE or AGREEMENT.

Applicants should preferably be professionally qualified in mechanical, civil or electrical engineering, with experience of working in industry. Alternatively, they should possess a Higher National Certificate or the City and Guilds Final Certificate in any of the branches of engineering fields mentioned above, in addition to teaching or industrial experience. They must have a wide knowledge or experience of industrial training needs, and be able to design training programmes and courses for apprentices and trainees, which will be carried out through employer's training schemes, or in formal industrial or technical training institutions. The successful candidate will be required to be responsible for all the provisions of the amended Industrial Training Act, and especially to co-ordinate the policy for industrial training as recommended by the National Industrial Training Council, and its related Industrial Training Committees. He will also be expected to perform administrative duties, and to control staff engaged in training and inspection duties related to the Industrial Training Act.

## Vacancies in the Ministry of Works:

Engineer (Mechanical) (Three Posts) (No. 126/71)

Salary scale.—£810 to £1,710. PENSIONABLE or AGREEMENT.

Applicants must be M.I.Mech.E. or hold qualifications recognized by the Institution as equivalent, with substantive relevant experience, including costing, at the professional level in a large mechanical engineering organization. Successful candidates will

be responsible to the Chief Mechanical and Transport Engineer for the running of the Ministry of Works mechanical services, including training, in the Provinces or at Central workshops, with special emphasis on the maintenance and repair of transport and earth-moving machinery.

Quantity Surveyor's Assistant Grade III (Three Posts)  
(No. 127/71)

Salary scale.—£603 to £828. PENSIONABLE or AGREEMENT.

Applicants must possess the East African Certificate of Education or its equivalent. They must, in addition, possess the Ordinary National Diploma in Building and Civil Engineering or they should have passed the Departmental Occupational Test of the Ministry of Works Contracts and Quantities Branch. Applicants without the above qualifications but who have served for a minimum of three years in an approved office, and have a sound knowledge of building construction will also be considered. Ability to use a calculating machine will be an advantage. Duties include squaring, abstracting and recording dimensions, assisting in site measuring and in the preparation of contract documents for simple contracts.

Draughtsman (Structural) (No. 128/71)

Salary scale.—£603 to £828. PENSIONABLE or AGREEMENT.

Applicants should hold an Ordinary National Certificate in Civil or Structural Engineering, or its equivalent. They should have undergone a training for at least three years in a reputable structural drawing office. They should be neat and accurate Draughtsmen and be familiar with detailing or reinforced concrete structures. Applicants who do not possess the Ordinary National Certificate, but who, in lieu, have at least six years' relevant experience may be considered.

Senior Coffee Officer (Crop Production Division), Ministry of Agriculture (No. 129/71)

Salary scale.—£1,398 to £1,614. AGREEMENT only.

Applicants should possess a diploma in Agriculture from Egerton College or a recognized institution, with extensive experience in coffee extension work. The successful candidate will initially be posted to Nyeri to work under the Provincial Director of Agriculture. He will be required to plan and advise on all aspects of coffee industry within the Province. Liaison with the co-operative movement will be very necessary.

Nutritionist Grade I, Ministry of Health (No. 130/71)

Salary scale.—£858 to £1,356. PENSIONABLE or AGREEMENT.

Applicants should possess a degree of an approved University in Nutrition or Dietetics or its equivalent. Approved experience in this type of work would be an advantage. The successful candidate will be required to exercise control and supervision over the activities of nutrition field workers, and to undertake teaching duties at any of the Ministry of Health training institutions, in particular the Karen College.

Computer Operator (Two Posts), Ministry of Finance and Economic Planning (No. 131/71)

Salary scale.—£474 to £582. PENSIONABLE or AGREEMENT.

Applicants must possess the Cambridge School Certificate Division I, preferably with a credit in Mathematics, and will have to pass an aptitude test which will be conducted by the Ministry to determine the suitability of candidates for Computer work, to qualify for final selection. Experience in Computer work would be an advantage. Successful candidates will be trained to operate the Treasury International Computer Limited 1900 Series Computer and will be required to work on a shift rota system. Prospects exist for further training and promotion to higher grades.

Housemaster (Eight Posts), Children's Department, Vice-President's Office and Ministry of Home Affairs (No. 132/71)

Salary scale.—£474 to £582. PENSIONABLE or AGREEMENT.

Applicants preferably civil servants should possess the Cambridge School Certificate or its equivalent and must have had training in Teaching or Social Work. Holders of P.2 teaching certificates with social training and at least three years' practical experience in the field of juvenile delinquency, and those in possession of K.J.S.E./C.P.E. with five years' practical experience in the field of juvenile delinquency may be considered. Applicants must be conversant with the Children and Young Persons Act. They must be prepared to do strenuous duties. Posting will be to any Approved School or Juvenile Remand Home in Kenya.

RECURRENT EXCHEQUER										Current Year 1st July 1970 to 31st March, 1971	Previous Year 1st July 1969 to 31st March, 1970
										K£	K£
<b>RECEIPTS:</b>											
<b>From Receivers of Revenue:</b>											
Customs and Excise and Export Duty	..	..	..	..	..	..	..	..	..	30,169,949	25,639,845
Income Tax	..	..	..	..	..	..	..	..	..	27,238,400	20,032,535
Stamp Duties, Various Revenue Purposes	..	..	..	..	..	..	..	..	..	672,364	696,177
Other Licences, Duties and Taxes	..	..	..	..	..	..	..	..	..	3,834,347	3,709,993
Miscellaneous	..	..	..	..	..	..	..	..	..	70,539	138,927
Land Revenue	..	..	..	..	..	..	..	..	..	240,447	265,889
Forest Revenue	..	..	..	..	..	..	..	..	..	166,939	190,250
Game Revenue	..	..	..	..	..	..	..	..	..	3,134	49,343
Interest and Redemption	..	..	..	..	..	..	..	..	..	4,448,547	2,150,561
Fines and Forfeitures	..	..	..	..	..	..	..	..	..	216,860	314,213
Aviation Landing Fees	..	..	..	..	..	..	..	..	..	1,137,809	890,058
Distributable Pool	..	..	..	..	..	..	..	..	..	—	182,950
Graduated Personal Tax	..	..	..	..	..	..	..	..	..	1,023,650	—
										69,222,985	54,260,741
<b>Other Receipts:</b>											
Extra Exchequer Receipts	..	..	..	..	..	..	..	..	..	938,856	124,456
Grant by British Government—Overseas Service Aid Scheme	..	..	..	..	..	..	..	..	..	261,855	383,348
Proceeds of Uganda Education Loan—Sinking Fund	..	..	..	..	..	..	..	..	..	—	310
Reimbursement of Advance by Cereals and Sugar Finance Corporation	..	..	..	..	..	..	..	..	..	—	1,723,000
Net Profits of Central Bank of Kenya	..	..	..	..	..	..	..	..	..	3,099,113	1,002,825
Loan for Commuted Pensions and Compensation—Designated Officers	..	..	..	..	..	..	..	..	..	—	68,572
Surplus Balance from E.A.C.	..	..	..	..	..	..	..	..	..	942,205	913,373
Proceeds of 5½% Kenya Stock 1976 and 1988	..	..	..	..	..	..	..	..	..	—	1,238,038
Kenya Share of E.A.C. Board	..	..	..	..	..	..	..	..	..	419,670	—
<b>TOTAL RECEIPTS</b>										<b>74,884,684</b>	<b>59,714,663</b>
<b>DEDUCT—ISSUES:</b>											
Supply Services	..	..	..	..	..	..	..	..	..	47,844,216	34,185,795
Investments—National Bank of Kenya	..	..	..	..	..	..	..	..	..	—	500,000
<b>Consolidated Fund Services:</b>											
Public Debt	..	..	..	..	..	..	..	..	..	13,671,130	7,133,757
Overseas Service Aid Scheme	..	..	..	..	..	..	..	..	..	399,796	399,927
Advance to Civil Contingencies Fund	..	..	..	..	..	..	..	..	..	650,000	700,000
Advance to Cereals and Sugar Finance Corporation	..	..	..	..	..	..	..	..	..	—	373,000
Pensions and Gratuities	..	..	..	..	..	..	..	..	..	2,508,057	2,450,000
Salaries, Allowances and Miscellaneous Services	..	..	..	..	..	..	..	..	..	1,048,294	73,587
Subscription to International Bank for Reconstruction and Development	..	..	..	..	..	..	..	..	..	—	50,000
Subscription to International Monetary Fund	..	..	..	..	..	..	..	..	..	2,579,152	1,900
Transfer to Development Exchequer	..	..	..	..	..	..	..	..	..	—	4,000,000
<b>TOTAL ISSUES</b>										<b>68,700,645</b>	<b>49,867,966</b>
<b>NET TOTAL—Surplus (+) or Deficit (—)</b>										<b>(+) 6,184,039</b>	<b>(+) 9,</b>

	Current Year 1st July 1970 to 31st March, 1971	Previous Year 1st July 1969 to 31st March, 1970
<b>RECEIPTS:</b>	<b>K£</b>	<b>K£</b>
From Receivers of Revenue .. .. .	3,990,551	5,918,724
Proceeds of 6% Kenya Stock 1987 .. .. .	—	4,040,188
Proceeds of 6% Kenya Stock 1994 .. .. .	—	3,520,000
Proceeds of 5% Kenya Stock 1976 and 1990 .. .. .	1,743,408	—
Surrenders of Unspent Balances .. .. .	—	1
<b>Other Receipts:</b>		
Extra Exchequer Receipts .. .. .	34,468	12
Transfer from Recurrent Balances .. .. .	—	4,000,000
<b>DEDUCT—ISSUES:</b>	<b>5,768,427</b>	<b>17,478,925</b>
Development Services .. .. .	23,956,117	16,460,600
<b>NET TOTAL—Surplus (+) or Deficit (—)</b>	<b>(—) 18,187,690</b>	<b>(+) 1,018,325</b>

	Current Year 1st July 1970 to 31st March, 1971	Previous Year 1st July 1969 to 31st March, 1970
RECEIPTS .. .. .	K£ 2,469,300	K£ 3,549,020
DEDUCT—SURRENDERS .. .. .	3,342,229	2,553,096
NET TOTAL—Surplus (+) or Deficit (–)	(–) 872,929	(+ ) 995,924

	Current Year 1st July 1970 to 31st March, 1971	Previous Year 1st July 1969 to 31st March, 1970
<b>RECEIPTS:</b>		
Cereals and Sugar Finance Corporation .. .. .	7,302,500	14,638,000
Advance from Central Bank of Kenya .. .. .	5,000,000	—
Treasury Bills .. .. .	20,000,000	9,000,000
Others .. .. .	—	1,150
	<b>32,302,500</b>	<b>23,639,150</b>
<b>Deduct ISSUES:</b>		
Cereals and Sugar Finance Corporation .. .. .	9,349,500	12,026,500
Advance from the Central Bank of Kenya .. .. .	5,000,000	—
Treasury Bills .. .. .	7,000,000	13,000,000
Others .. .. .	3,900	—

## SUMMARY

	Surplus (+) or Deficit (—) as at 30th June, 1970	Surplus (+) or Deficit (—) for the period 1-7-70 to 31-3-71	Surplus (+) or Deficit (—) as at 31st March, 1971
	K£	K£	K£
Exchequer .. .. .	(+) 8,857,542	(+) 6,184,039	(+) 15,041,581
Development .. .. .	(—) 7,218,535	(—) 18,187,690	(—) 25,406,225
Tax Reserve Certificates .. .. .	(+) 4,037,639	(—) 872,929	(+) 3,164,710
Short Term Borrowings .. .. .	(+) 4,444,900	(+) 10,949,100	(+) 15,394,000
	(+) 10,121,546	(—) 1,927,480	(+) 8,194,066

The Treasury,  
P.O. Box 30007, Nairobi.  
3rd April, 1971.

GAZETTE NOTICE No. 946

CENTRAL BANK OF KENYA  
BANKI KUU YA KENYA

STATEMENT AS AT 31ST MARCH, 1971

CURRENCY IN CIRCULATION:—	K.Sh.	FOREIGN EXCHANGE:—	K.Sh.	K.Sh.
Notes .. .. .	742,813,130	Balances with Banks and Cash ..	863,264,949	
Coin .. .. .	39,101,989	Treasury Bills .. .. .	136,599,736	
	781,915,119	Other Investments .. .. .	468,521,363	
		Special Drawing Rights .. .. .	85,432,471	1,553,818,919
DEPOSITS:—	K.Sh.	KENYA GOVERNMENT SECURITIES RECEIVED FROM E.A. CURRENCY BOARD .. .. .		64,213,964
Government of Kenya .. .. .	311,027,053	OTHER KENYA GOVERNMENT SECURITIES .. .. .		—
Banks—Kenya .. .. .	465,034,904	SECURITIES GUARANTEED BY THE KENYA GOVERN- MENT .. .. .		7,292,801
External .. .. .	9,836,371	DIRECT ADVANCES TO THE KENYA GOVERNMENT ..		100,000,000
Others .. .. .	53,003,291	ADVANCES AND DISCOUNTS .. .. .		—
	838,901,619	OTHER ASSETS .. .. .		29,369,831
OTHER LIABILITIES AND PROVISIONS.. ..	151,769,729	REVALUATION ACCOUNT .. .. .		69,890,952
TOTAL LIABILITIES AND PROVISIONS ..	K.Sh. 1,772,586,467	(Set up under section 51 of the Act)		
CAPITAL .. .. .	26,000,000			
GENERAL RESERVE FUND .. .. .	26,000,000			
	K.Sh. 1,824,586,467			K.Sh. 1,824,586,467

Nairobi,  
6th April, 1971.

D. N. NDEGWA,  
Governor.

GAZETTE NOTICE No. 947

6 PER CENT KENYA STOCK "A" 1974  
6 PER CENT KENYA STOCK "B" 1985

FOR the purpose of preparing warrants for interest due on 16th June, 1971, the balances of the several accounts in the above-mentioned stocks will be struck at close of business on 16th May, 1971, after which date the stock will be transferable ex dividend.

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

GAZETTE NOTICE No. 948

EAST AFRICA HIGH COMMISSION (POSTS AND  
TELECOMMUNICATIONS) 5½ PER CENT STOCK 1977/83

FOR the purpose of preparing the payments of interest due on 15th June, 1971, the balances of the several accounts in the Local Register of the above stock will be struck on the evening of 15th May, 1971, after which date the stock will be transferable ex dividend.

D. G. N. LUMALA,  
Chief Accountant,  
East African Posts and  
Telecommunications Corporation.  
Kampala,  
9th April, 1971.

GAZETTE NOTICE No. 949

## MINISTRY OF CO-OPERATIVES AND SOCIAL SERVICES

## LOSS OF OFFICIAL RECEIPT LEAVES No. 97990-98000

IT IS announced for general information to the members of the public that Official Receipt Book No. 97951-98000 used up to Leaf No. 97989 has been lost.

The unused receipt Nos. 97990-98000 have been cancelled and no liability will be accepted by the Ministry of Co-operatives and Social Services in respect of moneys paid against the said official receipts.

Dated this 6th day of April, 1971.

A. H. KAMAU,  
for Permanent Secretary.

GAZETTE NOTICE No. 950

## THE WEIGHTS AND MEASURES ACT

## NOTICE TO TRADERS

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

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

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

COLUMN 1	COLUMN 2	COLUMN 3
Place	Date on which apparatus is to be produced	Address of Inspector to which notification under paragraph (3) should be sent
(Metric Conversion)		
Kirwara .. .. .	26th April	P.O. Box 1071, Nairobi
Kigoro .. .. .	27th April	
Kandara .. .. .	28th and 29th April	
Saba Saba .. .. .	3rd May	
Kigumo .. .. .	4th May	
Maragua .. .. .	5th May	
Kahuro .. .. .	6th May	
Kangema .. .. .	10th May	
Nyakianga .. .. .	11th May	
Fort Hall .. .. .	12th and 13th May	
Makuyu .. .. .	17th May	

F. B. MAIKO,  
Superintendent of Weights and Measures.

GAZETTE NOTICE No. 951

(QUAR/O/Vol. XI/8)

## THE ANIMAL DISEASES ACT

(Cap. 364)

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

- (a) the areas specified in Schedule I, Schedule II and Schedule III to be "infected areas" in respect of the disease indicated at the head of such Schedules;
- (b) the notices specified in the first column of Schedule IV to be amended in the manner specified in the second column of such Schedule.

Kabete,  
31st March, 1971.

W. M. NJOROGE,  
*Ag. Director of Veterinary Services.*

## SCHEDULE I—FOOT-AND-MOUTH DISEASE

Changwithya Location; The District Commissioner, P.O. Box 1, Kitui; Kitui District.

N/S Kabaras Location; District Commissioner, P.O. Box 43, Kakamega; Kakamega District.

Masii Location; District Commissioner, P.O. Box 1, Machakos; Machakos District.

L.R. No. 1049; Nderi and Urumwe Projects, The District Officer, Kikuyu; Kiambu District.

L.R. No. 7497/3; The Manager, Waguthu Farmers Co., P.O. Box 10965, Nairobi; Kiambu District.

Iveti Location; District Commissioner, Machakos; Machakos District.

Karai and Ndeiya Locations; The District Commissioner, P.O. Box 32, Kiambu; Kiambu District.

## SCHEDULE II—EAST COAST FEVER

L.R. Nos. 10355/R, 10356 and 10355/2; Kerita Estates, P.O. Box 314, Eldoret; Uasin Gishu District.

L.R. Nos. 4774, 10937, 10936, 4775, 8959, 5546, 8410, 2084; The Settlement Officer-in-Charge, Tongaren Scheme, P.O. Box 302, Kitale; Bungoma District.

## SCHEDULE III—NEWCASTLE DISEASE

Officer-in-Charge, Kiambu Prison; Kiambu District.

L.R. No. 2259/71; Mrs. D. Wilson Smith, P.O. Box 5012, Nairobi; Nairobi District.

## SCHEDULE IV

First Column	Second Column
Gazette Notice No. 220 dated the 15th day of January, 1971.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "L.R. Nos. 889/2/1 and 8505; A. K. Cheboi, P.O. Box 413, Eldoret; Uasin Gishu District."
Gazette Notice No. 82 dated the 31st day of December, 1970.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "L.R. No. 889/2/2; Wilson Eiyabei, M/S 64 Estate Ltd., P.O. Box 54, Eldoret; Uasin Gishu District."
Gazette Notice No. 3323 dated the 31st day of October, 1970.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "L.R. No. 812; E.A.T.E. Company (Segoit Soy Estate), P.O. Box 190, Eldoret; Uasin Gishu District."
Gazette Notice No. 3153 dated the 15th day of October, 1970.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "L.R. No. 8425; The Manager, Mogowet Farm, P.O. Box 1, Soy; Uasin Gishu District."
Gazette Notice No. 220 dated the 15th day of January, 1971.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "L.R. Nos. 8406/1, 8406/6, 8424/2; The Manager, Oxbridge Farm, P.O. Box 447, Eldoret; Uasin Gishu District."
Gazette Notice No. 3588 dated the 15th day of November, 1970.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "Saimo and Njemps Locations; The District Commissioner, Baringo District, P.O. Kabarnet; Baringo District."

## SCHEDULE IV—(Contd.)

First Column	Second Column
Gazette Notice No. 3323 dated the 31st day of October, 1970.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "Kaboskei and Ngorora Locations; The District Commissioner, Baringo District, P.O. Kabarnet; Baringo District."
Gazette Notice No. 325 dated the 31st day of January, 1971.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "Kamnarok Location; The District Commissioner, Baringo District, P.O. Kabarnet; Baringo District."
Gazette Notice No. 2855 dated the 31st day of August, 1969.	By deleting from Schedule III (Newcastle Disease) thereto the following:— "L.R. No. 39; Sister Monica Eldevale Home, P.O. Box 170063, Nairobi; Nairobi District."
Gazette Notice No. 13 dated the 15th day of November, 1969.	By deleting from Schedule III (Newcastle Disease) thereto the following:— "L.R. No. 7336/27, The Nandi Road; W. G. Dixon, P.O. Box 30471, Nairobi; Nairobi District."
Gazette Notice No. 2567 dated the 15th day of August, 1969.	By deleting from Schedule III (Newcastle Disease) thereto the following:— "L.R. No. 209/1127/3; The Manager, Magana Estate, P.O. Box 16418, Nairobi; Nairobi District."
Gazette Notice No. 1858 dated the 30th day of May, 1970.	By deleting from Schedule II (East Coast Fever) thereto the following:— "L.R. No. 452/1/4; Nakuru New Prison, P.O. Box 41, Nakuru; Nakuru District."
Gazette Notice No. 1161 dated the 31st day of March, 1969.	By deleting from Schedule II (East Coast Fever) thereto the following:— "L.R. No. 452/1/4; The Officer-in-Charge, Nakuru New Prison, P.O. Box 14, Nakuru; Nakuru District."
Gazette Notice No. 2348 dated the 15th day of July, 1969.	By deleting from Schedule III (Newcastle Disease) thereto the following:— "Plot No. 27/A, Railway Quarters, Nairobi; Edward G. Opondo, P.O. Box 12923, Nairobi; Nairobi District."
Gazette Notice No. 2427 dated the 31st day of July, 1969.	By deleting from Schedule III (Newcastle Disease) thereto the following:— "L.R. No. 455; I. J. Arimi, P.O. Box 30075, Nairobi; Nairobi District."
Gazette Notice No. 1697 dated the 7th day of May, 1970.	By deleting from Schedule II (East Coast Fever) thereto the following:— "L.R. No. 7640; The Officer-in-Charge, Kamiti Prison Farm, P.O. Box 169, Kiambu; Kiambu District."
Gazette Notice No. 2182 dated the 15th day of July, 1970.	By deleting from Schedule III (Trypanosomiasis) thereto the following:— "Ngenda Location; The District Commissioner, P.O. Kiambu; Kiambu District."
Gazette Notice No. 1697 dated the 7th day of May, 1970.	By deleting from Schedule II (East Coast Fever) thereto the following:— "L.R. No. G/61; Kariuki Muchiri, Kimorori Farm, Riara Ridge, Kiambu; Kiambu District."
Gazette Notice No. 10 dated the 15th day of December, 1970.	By deleting from Schedule II (East Coast Fever) thereto the following:— "L.R. No. 8042; The Manager, Ndurumo Limited, P.O. Box 3, Rumuruti; Laikipia District."

## GAZETTE NOTICE No. 952

## THE AGRICULTURE (CROP PRODUCTION) RULES

(Cap. 318, Sub. Leg.)

## DECLARATION OF EARLIEST AND LATEST PLANTING

## Change of Dates

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

## SCHEDULE

(1) Area	(2) Earliest Planting Dates, 1971	(3) Latest Planting Dates, 1971
	March/April Rains	March/April Rains
	Maize	Maize
(1) Vihiga Area (Southern Division) .. .. .	23rd January	30th April
(2) The rest of the District including Settlement Schemes of Kakamega District .. .. .	15th February	25th May
	Wheat	Wheat
Turbo and Settlement Schemes of Kakamega District .. .. .	1st May	15th May

E. N. NYARANGI,

Chairman,

Kakamega District Agricultural Committee.

## GAZETTE NOTICE No. 953

## 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 Uasin Gishu District Agricultural Committee hereby declares the several dates set forth in the third and fourth columns of the Schedule hereto to be respectively the earliest and latest dates of planting for the essential crop specified therein in respect of the respective area specified in the first column of the said Schedule.

## SCHEDULE

(1) Area	(2) Earliest Planting Dates, 1971	(3) Latest Planting Dates, 1971
	Wheat	Wheat
Soy/Turbo .. .. .	25th April	30th June
Sergoit/Moiben .. .. .	15th April	30th June
Plateau .. .. .	1st May	30th June
Lessso/Kipkabus .. .. .	1st May	15th July
	Maize	Maize
All areas—Uasin Gishu ..	1st March	20th April

Dated this 28th day of January, 1971.

B. A. OSUNDWA,

Chairman,

District Agricultural Committee,  
Uasin Gishu.

## GAZETTE NOTICE No. 954

## KENYA GOVERNMENT OCCUPATIONAL TESTS FOR STOREMEN—1971

THIS year's Occupational Tests for Storemen Grade III, Grade II and Grade I as set out in Personnel Circular No. 20 of 17th August, 1968, will be held on Saturday, 7th August, 1971, in accordance with the following terms and conditions:—

## Scheme of Examinations

2. Each examination will consist of the following papers:—

## (i) Storeman Examination III

(a) English Paper (1 hour).

(This paper will be at the same level as that of the Junior Clerical Examination.)

(b) Practical Paper (2 hours).

## (ii) Storeman Examination II

(a) English Paper (2 hours).

(This paper will be at the same level as that of the Clerical Examination.)

(b) Arithmetic Paper (2 hours).

(This paper will be at the same level as that of the Clerical Examination.)

(c) Practical Paper (2 hours).

## (iii) Storeman Examination I

(a) Practical Paper (2 hours).

## Eligibility to Enter

3. The examinations are open to civil servants who must be Kenya citizens serving with the Government of Kenya, and in the case of—

## (a) Storeman Examination III

Should be serving subordinate staff exclusively employed on stores duties.

## (b) Storeman Examination II

Should be serving Storemen Grade III officers.

## (c) Storeman Examination I

Should be serving Storemen Grade II officers.

## Entries

4. Candidates must complete their entry forms in quadruplicate as set out in Appendix "A" to this Notice, copies of which can be reproduced and cyclostyled by each Ministry/Department, and should be submitted through the Permanent Secretaries/Heads of Departments, to the Secretary, Public Service Commission of Kenya, P.O. Box 30095, Gill House, Nairobi, to reach him not later than 15th June, 1971. Under no circumstances will late entries be accepted. Permanent Secretaries/Heads of Departments are particularly requested to ensure that there are enough entry forms available for candidates in the Ministries/Departments, and that the forms are properly completed and duly certified by them in Part B before they are submitted to the Public Service Commission.

## Examination Centres

5. The examinations will be held in Nairobi, Mombasa, Nyeri, Embu, Nakuru, Kakamega, Kisumu and Garissa. Candidates must specify at which centre they wish to sit, which will normally be that nearest to their station. The actual examination venue in each Provincial Centre will be notified to candidates in due course.

## Conditions for Obtaining a Pass

6. In order to obtain a full pass in the appropriate examination, a candidate must pass every paper at one and the same sitting. The names of successful candidates will be published in the Kenya Gazette. There will be no partial passes.

## Effect of Passing

7. Once a candidate has passed one of these examinations, he will be eligible to be considered, either by the Public Service Commission, or by the authorized officers (as the case may be) for promotion to the next higher grade as and when vacancies occur, and in accordance with the provisions of the Scheme of Service, as set out in Personnel Circular No. 20 of 1968.

## Exemption

8. Exemption from taking the English and/or Arithmetic papers would be in accordance with the provisions of paragraphs 3 (1) (i) (b) and 3 (2) (i) (c) of the Scheme of Service for Stores Cadres—Personnel Circular No. 20 of 17th August, 1968.

## General Conduct of Examinations

9. Candidates will not be allowed to consult any books, files, notes, etc., during the examination, and any infringement of this rule will result in immediate disqualification from the whole examination and may also lead to disciplinary action being taken against the offenders. Examination papers and stationery will be supplied by this office, while the Provincial Education Officers in charge of the Provincial Centres, will be responsible for the distribution of the papers and stationery to their centres, appointment of invigilators, arrangement of the examination venues in their respective centres, and return to this office, of the candidates' answer scripts when the examinations are concluded, as directed by the Public Service Commission of Kenya.

10. All in all, the decision of the Public Service Commission in all matters related to these examinations will be final.

M. WAHOME,

for Secretary,

Public Service Commission of Kenya.

## ENTRY FORM

(To be completed in QUADRUPPLICATE)

## APPENDIX "A"

## For Official Use Only

Index No. ....

Receipt No. ....

Date .....

## OCCUPATIONAL TESTS FOR STOREMEN 19.....

## Part A—(to be completed by applicant)

Reference Circular Letter No. .... of .....

I, .....

of the .....

(Ministry/Department)

stationed at (address) .....

make application to sit for the following examination:—

Storeman Examination III

Storeman Examination II

Storeman Examination I

(delete that not being attempted)

at .....

(Examination Centre)

Signed .....

Ministry/Department .....

Date .....

## Part B—(to be completed by Permanent Secretary/Head of Department)

I confirm that the above-named officer complies with the terms of Personnel Circular No. 20 of 1968, and is eligible to sit for the Storeman Examination No. .... and that arrangements have been, or will be, made for him to be released from his duties for the days of the examination which he should sit

at .....

(Examination Centre)

Signed .....

Designation .....

Ministry/Department .....

Station .....

Date .....

GAZETTE NOTICE No. 955

## ADMINISTRATIVE OFFICERS' EXAMINATION—1971

ATTENTION is invited to Personnel Circular No. 6 of 4th April, 1970, in which it was announced that the Administrative Officers Examination would be conducted by the Public Service Commission of Kenya once a year. This year's examination will now be held on Wednesday, 18th, Thursday, 19th and Friday, 20th August, 1971. It should be noted that the decision of the Public Service Commission shall be final on all matters related to this examination.

## Scheme of the Examination

2. The examination will consist of six test papers held over three days as follows:—

First day—Wednesday, 18th August, 1971

(i) Law (2½ hours) 9 a.m. to 11.30 a.m.

(ii) Government Organization and Practices (2½ hours) 2 p.m. to 4.30 p.m.

Second day—Thursday, 19th August, 1971

(iii) Civil Service Regulations (2½ hours) 9 a.m. to 11.30 a.m.

(iv) Financial Control and Procedures (2½ hours) 2 p.m. to 4.30 p.m.

Third day—Friday, 20th August, 1971

(v) General Knowledge of East African and World Affairs (2½ hours) 9 a.m. to 11.30 a.m.

(vi) Applied Logic and Report Writing (2½ hours) 2 p.m. to 4.30 p.m.

## Syllabuses

3. The syllabuses of the examination are as given in Appendix "B" to Personnel Circular No. 6 of 1970. Candidates are advised to work harder on the Financial Control and Procedures. This subject was the worst done in the 1970 Examination.

## Eligibility to Enter

4. Reference is made to Personnel Circular No. 1 of 4th February, 1971, which rules out the eligibility of non-civil servants to enter this examination. It is now abundantly clear that serving Administrative Officers Class IV only are eligible to sit the Administrative Officers' Examination and no person who is not in the Administrative cadre will be allowed to sit this examination.

## Exemptions

5. Candidates who attempted this examination in December, 1970, and passed in one or more subjects, but failed to pass in all six subjects in order to be awarded a full pass in the whole examination, will be exempted from those subjects in which they passed. They will enter only those subjects in which they failed previously.

## Entry Fees

6. Candidates will pay an entry fee of K.Sh. 10 for each subject offered.

## Entries

7. Candidates are required to complete the entry form in quadruplicate, set out in Appendix "A" to this Notice. These can be obtained from any Kenya Government office, or can be reproduced and cyclostyled as necessary. The completed entry form should be submitted, through the Permanent Secretary, Office of the President, so as to reach the Secretary, Public Service Commission of Kenya, Gill House, P.O. Box 30095, Nairobi, not later than 30th June, 1971. The entry form must be accompanied by a remittance covering the appropriate fees. Money/Postal Orders should be crossed and made payable to the Secretary, Public Service Commission of Kenya.

From last year's experience, many entries were rejected because either they were not completed in quadruplicate or they were not certified by the Permanent Secretary/Head of Department, as required. This rule should be strictly adhered to this year to avoid disappointments and unnecessary delays. The Permanent Secretary in the Office of the President is requested to ensure that all entry forms are properly filled in and are transmitted to this office before the closing date. In no circumstances will late entries be accepted.

## Examination Centres

8. The examination centres in Kenya will be at Mombasa, Nyeri, Embu, Nairobi, Nakuru, Kakamega, Kisumu and Garissa. Centres outside Kenya may be established for those in the Foreign Service.

9. Any candidate who passes in one or more of the papers and fails in the others, will be credited with a pass in that paper, or papers, and at a subsequent examination will be allowed to sit for the paper, or papers, in which he, or she, failed.

10. Arrangements for the issue of examination papers and stationery, appointment of invigilators, arrangement of examination venues and submission of candidates' answer scripts, in respect of each provincial centre, will be made by the Provincial Education Officer in charge of the centre, acting on behalf, and on the directions of the Public Service Commission of Kenya.

M. WAHOME,  
for Secretary,  
Public Service Commission of Kenya.



## APPENDIX "A"

ENTRY FORM  
(To be filled in QUADRUPPLICATE)

For Official Use Only

Receipt No. ....

Date .....

## KENYA GOVERNMENT ADMINISTRATIVE OFFICERS'

## EXAMINATION 19....

Part A—(to be completed by applicant)

I, .....  
(Name in capital letters—underline surname)of the .....  
(Ministry/Department)serving as .....  
(designation)with effect from .....  
(date of appointment into A Scale)now stationed at .....  
(full address)

make application to sit the following papers—

1. Law.
2. Government Organization and Practice.
3. Financial Control and Procedures.
4. Civil Service Regulations.
5. General Knowledge of East African and World Affairs.
6. Applied Logic and Report Writing.

(delete that not being attempted)

at .....  
(examination centre)and attach herewith Money/Postal Orders for a total of  
K.Sh. .... being the entry fee for..... papers.  
(Number of subjects to be taken)

Signed .....

Ministry/Department .....

Date .....

(N.B.—K.Sh. 10 per subject, not refundable under any circumstances.)

Part B—(to be completed by Permanent Secretary/Head of Department)

I confirm that Mr./Mrs./Miss .....

is serving as ..... and that arrangements have been made, or will be made to be relieved of his/her duties for the days of the examination which he/she

should sit at .....  
(examination centre)

Signed .....

Ministry/Department .....

Station .....

Date .....

N.B.—Late entries will not be accepted.

## GAZETTE NOTICE No. 956

THE LAND ADJUDICATION ACT, 1968  
(No. 35 of 1968)APPOINTMENT OF AN ARBITRATION BOARD PANEL UNDER  
SECTION 7

UNDER the powers conferred by section 7 of the Land Act, I hereby appoint the following twenty-five persons resident within the Kilifi District to be members of panel for the Kilifi Adjudication Area from which the Adjudication Officer of that Adjudication Area may from time to time appoint an Arbitration Board for any Adjudication Section within the Adjudication Area:—

Name	Location	Description
1. Benjamin Katungo	Chonyi ..	Ex-Chief.
2. Michael Gohu ..	Kayafungo ..	Farmer.
3. Arthur Lawrence ..	Rabai ..	Ex-Court Elder.
4. Edward K. B. Fwara	Rabai ..	Ex-County Councillor.
5. Elijah Mvoi ..	Kambe/Ribe ..	Ex-Councillor and K.A.N.U. Leader.
6. Johnson Muramba	Kaloleni ..	Miji Kenda Elder.
7. Mlonzi Nganga ..	Ruruma ..	Ex-K.A.N.U. Leader.
8. Charo Unda ..	Mariakani ..	Miji Kenya Elder.
9. Gilbert Dzombo ..	Jibana ..	Land Control Board Member.
10. Nimrod Taabu ..	Kambe/Ribe ..	Miji Kenda Elder.
11. Birywa Walter ..	Kaloleni ..	Councillor.
12. Amos Lewa ..	Gede ..	Former A.D.C. Member.
13. Shikari Ngari ..	Ganze ..	Councillor.
14. Jonathan Masha ..	Bamba ..	Councillor.
15. Chai Shethi ..	Vitengeni ..	K.A.N.U. Leader.
16. Samuel Fando ..	Kauma ..	Farmer/Elder.
17. Yaa Nyoka ..	Sokoce ..	Ex-Chief.
18. Mwamuye Chibungu	Tezo/Roka ..	Better Farmer.
19. Kitsao Jefwa ..	Bungale ..	Ex-Court Elder.
20. Gunga Baya ..	Adu ..	Ex-Chief.
21. Menza Shangia ..	Magarini ..	Self-Help Leader.
22. Wildon Kajoro ..	Kakoneni ..	Former Court Elder.
23. William Mole ..	Ganda ..	Former Civil Servant.
24. David Gandhi ..	Ruruma ..	Councillor.
25. Rodgers Mwamuye	Chonyi ..	Councillor/Trader.

Dated this 5th day of April, 1971.

I. M. MATHENGE,  
Provincial Commissioner, Coast

## GAZETTE NOTICE No. 957

THE LAND ACQUISITION ACT, 1968  
(No. 47 of 1968)

## NOTICE OF INTENTION TO ACQUIRE LAND

IN PURSUANCE of section 6 (2) of the Land Acquisition Act, 1968, I hereby give notice that the Government intends to acquire the following land for the purpose of carrying out improvements to Roorkee Road, Nairobi.

Plot No.	Area Approximately	Situation
L.R. No. 209/118/26	0.074 hectare or 0.180 acre	Roorkee Road, Nairobi.

A plan of the land may be inspected during office hours at the office of the Chief Valuer, Nairobi City Council, City Hall, Nairobi.

Dated this 2nd day of April, 1971.

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

## GAZETTE NOTICE No. 958

THE LAND ACQUISITION ACT, 1968  
(No. 47 of 1968)

## NOTICE OF INQUIRY

IN PURSUANCE of section 9 (1) (a) of the Land Acquisition Act, 1968, I hereby give notice that an inquiry will be held on Friday, 30th April, 1971, in the Panel Room of the City Hall, Sgt. Ellis Avenue, Nairobi, at 10 a.m., for the hearing of claims to compensation by persons interested in the following land:—

Plot No.	Area Approximately	Situation
L.R. No. 209/118/26	0.074 hectare or 0.180 acre	Roorkee Road, Nairobi.

Every person who is interested in the land is required to deliver to the Chief Valuer, Nairobi City Council, City Hall, Sgt. Ellis Avenue, Nairobi, not later than the date of the inquiry, a written claim to compensation.

Dated this 2nd day of April, 1971.

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

GAZETTE NOTICE No. 959

THE LAND ACQUISITION ACT, 1968  
(No. 47 of 1968)

## NOTICE OF INTENTION TO ACQUIRE LAND

IN PURSUANCE of section 6 (2) of the Land Acquisition Act, 1968, I hereby give notice that the Government intends to acquire the following land for road realignment:—

## SCHEDULE

Plot No.	District	Registered Owner	Approx. Area to be Acquired in Hectares
94/R	Malindi	Khadija binti Suleman, Said bin Masud and 5 Others ..	0-5100
95	"	Bader bin Amir Abdulla El-Abri and Salim bin Amir Abdulla El-Abri ..	0-2200
1731/R	"	Mariam binti Said, Ali bin Sheikh Ahmed and 13 others ..	0-3050
581	"	The Trustees of the Property of Malindi School Trust ..	0-0250
522	"	Sheikh Ahmed bin Bahman and Mariam binti Said El-Amond ..	0-2050
547	"	Abdalla bin Mohamed bin Juma, Haji Ahmed, Haji and Abdurehman Haji Mohamed ..	0-4500
424/R	"	Gulamali Pirbhai ..	3-0650
638	"	Boyce Kidson Roberts ..	0-0400
764	"	B. L. Agnew and J. C. Agnew ..	0-0350
705	"	B. M. B. Glover and B. E. Glover ..	0-0100
1730/1	"	Richard Motern Corfe and Peter Michael Keily ..	0-0900
1686	"	John Toft and Mac Toft ..	0-0400
1687	"	Hector Shepstone Douglas ..	0-0200
430/R	"	Chanoni Estates Limited ..	2-1500
1353	"	George T. C. Lithgow ..	0-0100
1354	"	George Crossley ..	0-0750
1375	"	Lawrence Arthur S. Grumbley and J. Grumbley ..	0-0090
1355	"	Colins G. L. Melvin and Ann Melvin ..	0-0080
1374	"	John Fletcher ..	0-0150
1357	"	Richard Aldwin Soames ..	0-0130
1358	"	S. T. C. Harrison-Wallace ..	0-0100
1360	"	Albert Enearl Killeen ..	0-0090
1371	"	Peter John Solly ..	0-0090
1370	"	Chanoni Estates Limited ..	0-0150
1369	"	John Toft and Mac Toft ..	0-0850
514	"	Adamali Alibhai Dar and N. H. Maatschappji ..	0-1100
1850	"	Lawrence Keith Campling ..	0-0450
1851	"	Baron M. F. A., Von Trutzschler ..	0-1100
1202	"	Trustees of the National Parks of Kenya ..	0-1400
1203	"	Trustees of the National Parks of Kenya ..	0-0200
1201	"	Coast Projects Limited ..	0-0300
514	"	Adamali Alibhai Dar and N. H. Maatschappji ..	0-0100
1209	"	Coast Projects Limited ..	0-1000
1210	"	Coast Projects Limited ..	0-0150
1211	"	Margaret Kerr ..	0-0100
707/1	"	Helen McLaren Gaitskell ..	0-0900
707/2	"	Terence G. Adamson ..	0-0600
432	"	Mary Elizabeth Grafton ..	0-0600
500	"	Rosalind M. Balcon, Oscar Hame and Jane V. Hallahan ..	0-1100
783	"	Kenlands Limited ..	0-5750
784	"	Bridge of Balgie Limited ..	0-1000
1758	"	Major Brendan O'Duffy ..	0-0300
1683	"	Joseph Felix Cordeiro ..	0-0070
96	"	Bader bin Amir Abdulla El-Abri and Salim bin Amir Abdulla El-Abri ..	0-0600
422/R	"	Sada bin Abdulla bin Abud and Ahmed bin Mbarak-El-Hindwan ..	0-4800
704	"	Brian Michael Barnish Glover and Barbara Elizabeth Glover ..	0-0100
1361	"	James Walter Ritchie and P. June Ritchie ..	0-0080

Plans of the affected land may be inspected during office hours at the offices of the Commissioner of Lands, Nairobi and Mombasa.

Dated this 8th day of April, 1971.

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

GAZETTE NOTICE No. 960

THE LAND ACQUISITION ACT, 1968  
(No. 47 of 1968)

## NOTICE OF INQUIRY

IN PURSUANCE of section 9 (1) of the Land Acquisition Act, 1968, I hereby give notice that an inquiry will be held at 9 a.m. on 12th May, 1971, in the Board Room at the offices of Malindi and Mamburi Urban Councils, Malindi, for the hearing of claims to compensation by persons interested in the following land:—

## SCHEDULE

Plot No.	District	Registered Owner	Approx. Area to be Acquired in Hectares
94/R	Malindi	Khadija binti Suleman, Said bin Masud and 5 Others ..	0-5100
95	"	Bader bin Amir Abdulla El-Abri and Salim bin Amir Abdulla El-Abri ..	0-2200
1731/R	"	Mariam binti Said, Ali bin Sheikh Ahmed and 13 others ..	0-3050
581	"	The Trustees of the Property of Malindi School Trust ..	0-0250
522	"	Sheikh Ahmed bin Bahman and Mariam binti Said El-Amond ..	0-2050
547	"	Abdalla bin Mohamed bin Juma, Haji Ahmed, Haji and Abdurehman Haji Mohamed ..	0-4500
424/R	"	Gulamali Pirbhai ..	3-0650
638	"	Boyce Kidson Roberts ..	0-0400
764	"	B. L. Agnew and J. C. Agnew ..	0-0350
705	"	B. M. B. Glover and B. E. Glover ..	0-0100
1730/1	"	Richard Motern Corfe and Peter Michael Keily ..	0-0900
1686	"	John Toft and Mac Toft ..	0-0400
1687	"	Hector Shepstone Douglas ..	0-0200
430/R	"	Chanoni Estates Limited ..	2-1500
1353	"	George T. C. Lithgow ..	0-0100
1354	"	George Crossley ..	0-0750
1375	"	Lawrence Arthur S. Grumbley and J. Grumbley ..	0-0090
1355	"	Colins G. L. Melvin and Ann Melvin ..	0-0080
1374	"	John Fletcher ..	0-0150
1357	"	Richard Aldwin Soames ..	0-0130
1358	"	S. T. C. Harrison-Wallace ..	0-0100
1360	"	Albert Enearl Killeen ..	0-0090
1371	"	Peter John Solly ..	0-0090
1370	"	Chanoni Estates Limited ..	0-0150
1369	"	John Toft and Mac Toft ..	0-0850
514	"	Adamali Alibhai Dar and N. H. Maatschappji ..	0-1100
1850	"	Lawrence Keith Campling ..	0-0450
1851	"	Baron M. F. A., Von Trutzschler ..	0-1100
1202	"	Trustees of the National Parks of Kenya ..	0-1400
1203	"	Trustees of the National Parks of Kenya ..	0-0200
1201	"	Coast Projects Limited ..	0-0300
514	"	Adamali Alibhai Dar and N. H. Maatschappji ..	0-1000
1209	"	Coast Projects Limited ..	0-0100
1210	"	Coast Projects Limited ..	0-0150
1211	"	Margaret Kerr ..	0-0100
707/1	"	Helen McLaren Gaitskell ..	0-0900
707/2	"	Terence G. Adamson ..	0-0600
432	"	Mary Elizabeth Grafton ..	0-0600
500	"	Rosalind M. Balcon, Oscar Hame and Jane V. Hallahan ..	0-1100
783	"	Kenlands Limited ..	0-5750
784	"	Bridge of Balgie Limited ..	0-1000
1758	"	Major Brendan O'Duffy ..	0-0300
1683	"	Joseph Felix Cordeiro ..	0-0070
96	"	Bader bin Amir Abdulla El-Abri and Salim bin Amir Abdulla El-Abri ..	0-0600
422/R	"	Sada bin Abdulla bin Abud and Ahmed bin Mbarak-El-Hindwan ..	0-4800
704	"	Brian Michael Barnish Glover and Barbara Elizabeth Glover ..	0-0100
1361	"	James Walter Ritchie and P. June Ritchie ..	0-0080

Every person who is interested in the land is required to deliver to me, not later than the day of Inquiry a written claim to compensation.

Dated this 8th day of April, 1971.

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

## GAZETTE NOTICE No. 961

THE LAND ACQUISITION ACT, 1968  
(No. 47 of 1968)

## NOTICE OF INTENTION TO ACQUIRE LAND

IN PURSUANCE of section 6 (2) of the Land Acquisition Act 1968, I hereby give notice that the Government intends to acquire the following land for road realignment:—

## SCHEDULE

Plot No.	Location	Registered Owners	Approx. Area to be Acquired in Acres
5004/62	Diani	Reaby Wailes. . . . .	8-00
5004/82	"	Johannes T. Oberholzer . . . . .	2-79
5004/43	"	M. J. Eversfield Morgan . . . . .	2-83
5004/44	"	M. J. Eversfield Morgan . . . . .	1-62
5004/9	"	Margot Rydon . . . . .	6-42
5004/39	"	Sidney Augustus Lancaster . . . . .	1-56
5004/40	"	The Standard Bank Ltd. (As Trustees) . . . . .	1-40
5004/41	"	Reaby Eleanor Vere Wailes. . . . .	1-15
5004/42	"	Alfred D. Adams and J. B. Story (As Trustees) . . . . .	1-11
5004/19	"	M. J. E. Morgan . . . . .	1-21
5004/32 } New No. 10515	"	F. H. Miller and E. D. Miller . . . . .	1-43
5004/33 } New No. 10515	"	Marjorie Dudgeon . . . . .	1-66
5004/52	"	Commonwealth Development Corporation . . . . .	0-79
5004/53	"	Francis J. Addly and Others (As Trustees) . . . . .	0-79
5004/48	"	C. G. Schermbucker and W. G. Schermbucker . . . . .	1-44
5004/56	"	Lomolo (1962) Ltd. . . . .	0-74
5004/57	"	Samuel Paul Colqjhoun . . . . .	0-79
5053/5	"	Bruce McKenzie . . . . .	1-25
5053/6	"	J. T. Oberholzer . . . . .	1-38
5053/7	"	Simon Stewart Forster and Others . . . . .	2-00
9318	"	Kevshaw Travel (E.A.) Ltd. . . . .	0-63
9319	"	Kevshaw Travel (E.A.) Ltd. . . . .	1-21
5053/2	"	Kevshaw Travel (E.A.) Ltd. . . . .	1-25
5053/1	"	Harriet M. Bellhouse . . . . .	1-22
5004/23	"	Nancy Henderson Countess of Enniskillen . . . . .	1-51
9320	"	Nancy Henderson Countess of Enniskillen . . . . .	0-77
9321	"	Coates Brothers (E.A.) Ltd. . . . .	0-75
5004/60	"	Christopher J. Archer . . . . .	1-63
9322	"	Plovers Haunt Ltd. . . . .	0-82
9323	"	Lady Elizabeth F. Wilson . . . . .	0-79
5004/31	"	Trans Nzoia Securities Ltd. . . . .	3-14
5004/82	"	Johannes T. Oberholzer . . . . .	0-41
5004/50	"	R. Hawkins and P. L. Hawkins . . . . .	2-21
5004/51	"	William James Baker . . . . .	0-81
8475	"	Cotswold Estates Ltd. . . . .	0-80
8474	"	University College Nairobi . . . . .	0-77
10710	"	Gordon C. Hays and J. H. Parbour . . . . .	0-89
10838	"	South Coast Hotels Ltd. . . . .	0-51
10839	"	South Coast Hotels Ltd. . . . .	0-65
9002	"	R. D. L. Barker, P. M. F. Barker. . . . .	0-66
9003	"	L. C. C. W. Neumann and M. Neumann. . . . .	0-69
5004/75	"	Nina Mitton . . . . .	1-41
5004/74 } 5004/22 } 5004/72 } New No. 9101	"	Sylvia M. Wells and J. F. H. Hamilton . . . . .	1-41
5004/74 } 5004/22 } 5004/72 } New No. 9101	"	Anglo Kenya Inns Ltd. . . . .	2-46
5004/73	"	Kathleen M. Bouham . . . . .	2-55
5004/58	"	Kathpat Estate (1963) Ltd. . . . .	1-84
5004/59	"	Koorali Estate Ltd. . . . .	1-24
5004/63	"	Koorali Estate Ltd. . . . .	0-62
5004/64	"	Mackwatt Estate Ltd. . . . .	1-26
5004/65	"	C. A. Fischer and R. Fischer . . . . .	1-26
5004/66	"	Karl Poliman . . . . .	4-06
5004/67	"	L. G. Bentall . . . . .	1-19
5004/68	"	L. G. Bentall . . . . .	1-19
5004/69	"	B. S. Knowle and G. S. Nagi . . . . .	1-26
5004/70	"	White Rose Dry Cleaners Ltd. . . . .	1-24
5004/71	"	K. W. Martin and M. Martin . . . . .	1-31

Plans of the land may be inspected during office hours at the office of the Commissioner of Lands, Nairobi.

Dated this 8th day of April, 1971.

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

## GAZETTE NOTICE No. 962

THE LAND ACQUISITION ACT, 1968  
(No. 47 of 1968)

## NOTICE OF INQUIRY

IN PURSUANCE of section 9 (i) (a) of the Land Acquisition Act, 1968, I hereby give notice that an Inquiry will be held at 10 a.m., on 5th May, 1971 at the office of the District Commissioner, Kwale, and also on 7th May, 1971 at the offices of the Commissioner of Lands, Nairobi, for the hearing of the claims to compensation by persons interested in the following land:—

## SCHEDULE

Plot No.	Location	Registered Owners	Approx. Area to be Acquired in Acres
5004/62	Diani	Reaby Wailes. . . . .	8-00
5004/82	"	Johannes T. Oberholzer . . . . .	2-79
5004/43	"	M. J. Eversfield Morgan . . . . .	2-83
5004/44	"	M. J. Eversfield Morgan . . . . .	1-62
5004/9	"	Margot Rydon . . . . .	6-42
5004/39	"	Sidney Augustus Lancaster . . . . .	1-56
5004/40	"	The Standard Bank Ltd. (As Trustees) . . . . .	1-40
5004/41	"	Reaby Eleanor Vere Wailes. . . . .	1-15
5004/42	"	Alfred D. Adams and J. B. Story (As Trustees) . . . . .	1-11
5004/19	"	M. J. E. Morgan . . . . .	1-21
5004/32 } New No. 10515	"	F. H. Miller and E. D. Miller . . . . .	1-43
5004/33 } New No. 10515	"	Marjorie Dudgeon . . . . .	1-66
5004/52	"	Commonwealth Development Corporation . . . . .	0-79
5004/53	"	Francis J. Addly and Others (As Trustees) . . . . .	0-79
5004/48	"	C. G. Schermbucker and W. G. Schermbucker . . . . .	1-44
5004/56	"	Lomolo (1962) Ltd. . . . .	0-74
5004/57	"	Samuel Paul Colqjhoun . . . . .	0-79
5053/5	"	Bruce McKenzie . . . . .	1-25
5053/6	"	J. T. Oberholzer . . . . .	1-38
5053/7	"	Simon Stewart Forster and Others . . . . .	2-00
9318	"	Kevshaw Travel (E.A.) Ltd. . . . .	0-63
9319	"	Kevshaw Travel (E.A.) Ltd. . . . .	1-21
5053/2	"	Kevshaw Travel (E.A.) Ltd. . . . .	1-25
5053/1	"	Harriet M. Bellhouse . . . . .	1-22
5004/23	"	Nancy Henderson Countess of Enniskillen . . . . .	1-51
9320	"	Nancy Henderson Countess of Enniskillen . . . . .	0-77
9321	"	Coates Brothers (E.A.) Ltd. . . . .	0-75
5004/60	"	Christopher J. Archer . . . . .	1-63
9322	"	Plovers Haunt Ltd. . . . .	0-82
9323	"	Lady Elizabeth F. Wilson . . . . .	0-79
5004/31	"	Trans Nzoia Securities Ltd. . . . .	3-14
5004/82	"	Johannes T. Oberholzer . . . . .	0-41
5004/50	"	R. Hawkins and P. L. Hawkins . . . . .	2-21
5004/51	"	William James Baker . . . . .	0-81
8475	"	Cotswold Estates Ltd. . . . .	0-80
8474	"	University College Nairobi . . . . .	0-77
10710	"	Gordon C. Hays and J. H. Parbour . . . . .	0-89
10838	"	South Coast Hotels Ltd. . . . .	0-51
10839	"	South Coast Hotels Ltd. . . . .	0-65
9002	"	R. D. L. Barker, P. M. F. Barker. . . . .	0-66
9003	"	L. C. C. W. Neumann and M. Neumann. . . . .	0-69
5004/75	"	Nina Mitton . . . . .	1-41
5004/74 } 5004/22 } 5004/72 } New No. 9101	"	Sylvia M. Wells and J. F. H. Hamilton . . . . .	1-41
5004/74 } 5004/22 } 5004/72 } New No. 9101	"	Anglo Kenya Inns Ltd. . . . .	2-46
5004/73	"	Kathleen M. Bouham . . . . .	2-55
5004/58	"	Kathpat Estate (1963) Ltd. . . . .	1-84
5004/59	"	Koorali Estate Ltd. . . . .	1-24
5004/63	"	Koorali Estate Ltd. . . . .	0-62
5004/64	"	Mackwatt Estate Ltd. . . . .	1-26
5004/65	"	C. A. Fischer and R. Fischer . . . . .	1-26
5004/66	"	Karl Poliman . . . . .	4-06
5004/67	"	L. G. Bentall . . . . .	1-19
5004/68	"	L. G. Bentall . . . . .	1-19
5004/69	"	B. S. Knowle and G. S. Nagi . . . . .	1-26
5004/70	"	White Rose Dry Cleaners Ltd. . . . .	1-24
5004/71	"	K. W. Martin and M. Martin . . . . .	1-31

Every person who is interested in the land is required to deliver to me, not later than the day of Inquiry, a written claim to compensation.

Dated this 8th day of April, 1971.

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

GAZETTE NOTICE No. 898

## THE TRUST LAND ACT

(Cap. 288)

NAROK DISTRICT: MASAI MARA GAME RESERVE—PLOT FOR  
TOURIST LODGE DEVELOPMENT

THE Commissioner of Lands on behalf of the Narok County Council gives notice that a plot of land having an area of approximately 20 acres in Narok District in that part of the Masai Mara Game Reserve shown on a plan available in the office of the Commissioner of Lands, Harambee Avenue, Nairobi, and at the office of the County Council of Narok, is available for alienation and applications are invited in terms of development and payment of percentage of gross income received for the direct grant of this plot on the conditions hereinafter specified. The site selected must be approved by the Narok County Council and the Ministry of Tourism and Wildlife.

2. Applications should be submitted to the Commissioner of Lands at P.O. Box 30089, Nairobi, for onward transmission to the Clerk of the Narok County Council. Applications must be sent so as to reach the Commissioner of Lands not later than 31st May, 1971.

3. Applicants for the site must submit details of how the lodge development would be financed accompanied by evidence of finance available. At least 51 per cent of the equity shareholding of the applicant company must be held by Kenya citizens. Applicants are expected to include the Kenya Tourist Development Corporation as a substantial shareholder. Participation by Kenya Tourist Development Corporation will be counted as part of its required citizen shareholding.

4. Applicants must enclose with their applications either a cheque or money order for the sum of Sh. 5,000 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 successful but the applicant fails to take up and pay for the plot offered to him within a period of 14 days as required in paragraph 5 below, the Commissioner of Lands will declare the deposit forfeited and the applicant shall have no further claim thereto.

5. The successful applicant shall pay to the Commissioner of Lands within 14 days of notification that his application has been approved, the fees payable in respect of the preparation and registration of the lease and the stamp duty. In default of payment within the specified time, the Commissioner of Lands may cancel the allocation and the applicant shall have no further claim to the lease of the plot.

6. The lease of the lodge site will be made under the Trust Land Act (Cap. 288) for a term of 33 years from the first day of the month immediately following notification of approval of the application and will contain the obligations set out hereafter.

7. The rent shall be that stipulated in clauses 22 and 23 following save that it shall be open to any applicant to offer to pay a higher percentage of the gross income than 12 per cent. Any applicant must therefore state which rent he is prepared to pay if the lease is offered to him.

*Lessee's Obligations*

1. The lessee shall within 24 months of the commencement of the term erect approved buildings on the land in such manner as to provide total sleeping accommodation for not less than 100 tourists and 64 drivers and staff together with adequate dining facilities and ancillary accommodation therefor, with proper and sufficient drainage and water supply and electrical installations for all such development.

2. The erection of the buildings shall not be commenced until plans (including block plans showing the position of the buildings and a system of water supply and 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. Any delay over a period of one calendar month in obtaining such written approval shall be added to the period of 24 months mentioned in clause 1 above.

3. The lessee shall maintain all the buildings, the water supply, drainage system, electrical installations and interior decorations in good repair and condition to the satisfaction of the lessor and shall at the expiration or sooner determination of the term hand over the demised premises free of charge and without payment of compensation, providing that the option under clause (f) of the lessor's obligations is not exercised.

4. No additions shall be made to the demised premises without the prior consent in writing of the lessor.

5. The land shall be used only for the purposes of a Safari Lodge together with such ancillary purposes in connexion therewith as may previously be approved in writing by the lessor.

6. The lessee shall throughout the term and to the satisfaction of the lessor manage and operate the business of a Safari Lodge in a proper and efficient manner and shall maintain a shop and petrol station at the lodge and operate or cause to be operated a car hire service for use by tourists at all times.

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

8. The land shall not be subdivided.

9. The land shall not be charged, sublet, subleased or transferred without the prior consent in writing of the lessor. No application for such consent (except in respect of a loan required for building purposes) will be considered until clause 1 hereof has been performed.

10. The lessee shall maintain and keep in good state of repair all roads within the demised premises and shall be responsible for providing and maintaining any necessary access road to the site and for all infrastructure costs in connexion with the lodge development.

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

12. The lessee shall on receipt of a notice in writing in that behalf from the lessor adequately fence or hedge the land and shall thereafter maintain such fence or hedge to the satisfaction of the lessor.

13. The lessee shall permit the lessor and its agents at all reasonable times to enter the demised premises to view the state of repair and condition of the same and on receipt of a notice in writing given by the lessor of all defects and want of repair the lessee shall within three months after such notice repair and make good the same according to the notice.

14. The lessee shall use its best endeavours to ensure that tourists entering on the land comply with the regulations and by-laws of the local authority for the time being in force relating to the land.

15. The lessee shall comply with all laws governing hotels, licensed premises and shops and shall obtain and keep all necessary licences.

16. The lessee shall insure and keep insured the demised premises to the full value thereof in some responsible insurance office to be approved in writing by the lessor against loss or damage by fire, lightning and tempest and to cause all sums received in respect of such insurance to be forthwith laid out and expended in rebuilding or otherwise reinstating the premises.

17. The lessee shall be responsible for the construction and maintenance of any airstrip required in connexion with the lodge development.

18. The lessee shall collect on behalf of the lessor on an agency basis to be agreed between the parties hereto Range Guides' fees.

19. Except where the option under clause (f) of the lessor's obligations has been exercised to extend the term hereby granted the lessee shall at the expiration or sooner determination of the said term forthwith give the lessor the option to purchase within two months of such expiration or determination all movable property and loose assets on the land (including loose assets pertaining to the water supply and electric power installations) at the market value at that time as determined by an independent professional valuer accepted both by the lessee and the lessor. The decision of the valuer on what are "movable property and loose assets" shall be final.

20. The lessee shall maintain full and accurate records of all tourists accommodated overnight at the demised premises and shall at all reasonable times permit the lessor or the lessor's authorized representatives to have access to such records.

21. The lessee will as far as practicable give preference to the employment of local people resident within the area of the jurisdiction of the Council in any capacity for which they are suited in the operation of the demised premises.

22. The lessee shall pay half-yearly in arrear on the 1st day of December and 1st day of June a rent equivalent to 12 per cent of the gross income (as hereinafter defined) as certified by the lessee's auditors.

23. As from 1st August, 1991 the rent shall be increased by adding 3 per cent to the percentage stipulated in the immediately preceding clause.

24. The lessee shall not later than four months after the end of the lessee's financial year and in the year 2004 produce to the lessor audited accounts for the previous year prepared in compliance with the Companies Act (Cap. 486) and including an audited statement of the number of tourists accommodated overnight at the demised premises during the year to which the accounts relate.

*Lessor's Obligations*

(a) The lessor shall maintain the Masai Mara Game Reserve open to tourists at all times during the term hereby created except when vehicle access thereto is in immediate danger of material deterioration owing to climatic conditions.

(b) The lessor shall arrange for the lessee to have the services of a minimum of 12 game scouts who shall be available for hire by tourists.

(c) The lessor shall if it intends to construct or lease any further hotel or lodge or site thereof catering for the accommodation of tourists during the term of the present lease within the area shown hatched in red on Plan No. 74167/20/B annexed hereto shall invite the lessee to lease such further hotel or lodge or site for such term and on such conditions as the lessor may state before offering the lease on the same terms and conditions to any other person.

(d) The lessor shall give the lessee the exclusive right within a radius of one mile of the demised premises to keep such shops as may be approved by Council.

(e) The lessee paying the rent hereby reserved and performing and observing the covenants, conditions, restrictions and stipulations herein contained or implied on its behalf may peaceably and quietly possess and enjoy the demised premises during the term without any interruption from the lessor or any person lawfully claiming under it.

(f) If at the expiration of the term hereby granted the lessor desires to grant a new lease of the demised premises it shall offer the same to the lessee upon appropriate terms and conditions before offering a new lease to any other person upon the same terms and conditions.

*And Further Provided That*

1. If the rent or any part thereof is in arrear for the space of 30 days after it has become due whether it has been formally demanded or not or if there has been any breach, non-performance or non-observance by the lessee of any of the conditions herein contained and on its part to be performed and observed or if the lessee goes into liquidation, whether compulsory or voluntary (not being a voluntary liquidation merely for the purpose of reconstruction) or has a receiver of its property appointed or if any assignee of the lessee not being a company becomes bankrupt or enters into any arrangement with his creditors for the liquidation of his debts by composition or otherwise then and in every such case the lessor may at any time thereafter enter upon the demised premises or any part thereof in the name of the whole and the term hereby created shall thereupon determine but without prejudice to any right of action or remedy of the lessor in respect of any antecedent breach of any of the conditions by the lessee.

2. Notwithstanding anything hereinbefore contained this lease may be determined at any time by the lessee giving to the lessor not less than 12 calendar months' notice in writing in that behalf expiring on the last day of any year, but such determination shall be without prejudice to the remedies of the lessor against the lessee in respect of any antecedent breach of the conditions of this lease.

## 3. In this lease—

- (i) "demised premises" mean the land hereinbefore described together with all the buildings, fixtures and improvements at any time thereon and all the appurtenances enjoyed therewith but shall not include any movable property or loose assets;
- (ii) "land" means the same as "Demised Premises".
- (iii) "gross income" means the gross income obtained by the lessee from all charges in respect of meals and accommodation for visitors to the lodge but excluding any charge made for meals consumed by persons who are not accommodated at the lodge for one or more nights and any charge made by lessee for service.

GAZETTE NOTICE No. 899

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

MARSABIT DISTRICT: LOIYANGALANI—LAKE RUDOLF—PLOT FOR  
TOURIST LODGE DEVELOPMENT

THE Commissioner of Lands on behalf of the Marsabit County Council gives notice that a plot at LoiYangalani in Marsabit District on the generally south-eastern shore of Lake Rudolf as further described in the Schedule hereto is available for alienation and applications are invited for the direct grant of this plot on the conditions hereinafter specified.

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 Marsabit County Council or may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 3 per copy, post free.

3. Applications should be submitted to the Commissioner of Lands at P.O. Box 30089, Nairobi, for onward transmission to the Clerk of the Marsabit County Council. Applications must be sent so as to reach the Commissioner of Lands not later than 20th May, 1971.

4. Applicants must enclose with their applications either postal order or money order for the sum of Sh. 1,000 which will be dealt with as follows:—

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

5. The allottee shall pay to the Marsabit County Council within 14 days of notification that his application has been approved the amount hereinafter specified including the value of the existing premises on the site, the fees payable in respect of the preparation and registration of the lease and the stamp duty. In default of payment within the specified time, the Commissioner of Lands may cancel the allocation and the applicant shall have no further claim to the lease of the plot.

*General Condition*

1. The grant will be made under the Trust Land Act (Cap. 288). The term of the lease will be 20 years from the first day of the month following the notification of the approval of the lease.

*Special Conditions*

1. The grantee shall pay the sum of Sh. 110,000 in the manner hereinbefore prescribed for the existing improvements on the site as itemized in the Schedule hereto.

2. The lessee shall within six months of the commencement of the term submit to the Commissioner of Lands on behalf of the lessor plans (including block plans showing position of buildings and the system of drainage for disposal of sewage, surface and sullage water), drawings, elevations and specifications illustrating proposals for the improvement of the existing premises on the site in order to give first-class tourist accommodation for a minimum of 30 tourists at any one time including sleeping accommodation in permanent materials, dining and recreational facilities and other requisite amenities of a tourist establishment.

3. The lessee shall within 24 months of the commencement of the term complete the modification of the existing premises in the manner hereinbefore mentioned in accordance with plans approved by the Commissioner of Lands and the County Council of Marsabit. No buildings shall be erected on the land nor modification made to any existing building otherwise than in conformity with plans and specifications previously approved in writing by the lessor.

4. The land shall only be used for the purpose of a safari lodge together with such ancillary purposes in connexion therewith as may previously be approved in writing by the lessor. The lessee shall not engage in the sale or processing of sale of fish on the demised premises except that the lessee shall be permitted to sell or otherwise dispose of such fish as may be caught from the lessee's own sport fishing boats in an unprocessed state.

5. The lessee shall throughout the term and to the satisfaction of the lessor manage and operate the business of a safari lodge in a proper and efficient manner and shall maintain catering and accommodation facilities for tourists and shall operate or cause to be operated at all times a boat hire service on the waters of Lake Rudolf for use by tourists.

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, subleased or transferred without the prior consent in writing of the lessor. Throughout the first 10 years of the term the lessee shall pay quarterly in arrears on the first day of April, the first day of July, the first day of October and the first day of January, a rental calculated at the rate of 10 per cent of the gross tariff paid by all persons accommodated at the demised premises as certified by the lessee's auditors. From the 11th to the 20th years of the term the lessee shall pay in a like manner a rental calculated at 12½ per cent of the gross tariff paid by all persons accommodated at the demised premises as certified by the lessee's auditors.

9. The lessee shall throughout the term of the lease maintain all the buildings, the water supply, the drainage system, electrical installations and interior decorations in good repair and condition to the satisfaction of the lessor and shall at the expiration or sooner determination of the term hand over the demised premises to the lessor in good and substantial repair and condition free of charge and without payment of compensation.

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

11. The lessee shall maintain the fence surrounding the demised premises in such manner that access and egress thereto may only normally be had through recognized gates.

12. The lessee shall permit the lessor and its agents at all reasonable times to enter the demised premises to view the state of repair and condition of the same and on receipt of a notice in writing given by the lessor of all defects and want of repair the lessee shall within three months of such notice repair and make good the same according to the notice.

13. The lessee shall use its best endeavours to ensure that tourists entering on the land comply with the regulations and by-laws of the Marsabit County Council for the time being in force relating to the land.

14. The lessee shall comply with all laws governing hotels, licensed premises, the plying of boats for hire and fishing in the waters of Lake Rudolf and shall obtain and keep all necessary licences.

15. The lessee shall insure and keep insured the demised premises to the full value thereof in some responsible insurance office to be approved in writing by the lessor against loss or damage by fire, lightning and tempest and to cause all sums received in respect of such insurance to be forthwith laid out and expended in rebuilding or otherwise reinstating the premises.

16. The lessee shall on receipt of a written request to that effect collect on behalf of the lessor on an agency basis to be agreed between the parties hereto landing fees in respect of tourists arriving by air who are to be accommodated at the lodge.

17. The lessee shall at the expiration or sooner determination of the term hereby created forthwith give the lessor the first option to purchase within six months of such expiration or determination, of movable property and loose assets on the land (including loose assets pertaining to the water supply and electric power installations) at the market value at that time assessed by an independent professional valuer accepted both by the lessee and the lessor. The decision of the valuer on what are "movable property and loose assets" shall be final.

18. The lessee shall maintain full and accurate records of all tourists accommodated at the demised premises and shall at all reasonable times permit the lessor or lessor's authorized representatives to have access to these records.

19. The lessee will as far as practicable give preference to the employment of local people resident within the area of the jurisdiction of the Council in any capacity for which they are suited in the operation of the demised premises.

20. The lessee shall before the 30th day of April in each year of the term and in the year immediately following the expiry of the term produce to the lessor audited accounts for the previous year prepared in compliance with the Companies Act (Cap. 486), and including an audited statement of the number of tourists accommodated overnight at the demised premises during the year to which the accounts relate.

21. The lessee shall strictly observe the Hotels (Minimum Standards) Regulations (Legal Notice No. 571 of 1961).

22. The lessor undertakes to covenant with the lessee that as an adjunct to the land herein referred to there shall be leased an area not exceeding 2 acres in extent on the shore of Lake Rudolf against which the lessor may moor his boats and provide facilities by way of boat houses, anchorages and slipways for their safe keeping and maintenance; the consideration for such additional lake shore land to be a rental of a peppercorn if demanded.

23. The lessor will undertake to permit free access at all times between the lodge site herein referred to and any site on the shore of Lake Rudolf where it has been agreed as herein provided that the lessee may lease the land for the maintenance and safekeeping of his boats. The responsibility for the maintenance of any road connecting the lodge with the boat anchorage shall, however, rest with the lessee.

24. 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, 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.

25. The lessee shall maintain the airstrip serving the demised premises in good condition except when severe climatic conditions make this impossible.

26. The lessor shall facilitate by every means in his power the continuous provision of a sufficient water supply to the demised premises from the Loi Yangalani Spring and shall not do or cause to be done anything which might result in the failure, reduction or pollution of such water supply.

#### SCHEDULE

*Area.*—8 acres approximately.

*Description of existing premises:*—

Main Lodge.—1,200 sq. ft.

Kitchen.—210 sq. ft.

Two Stores.—210 sq. ft. and 790 sq. ft. respectively.

Laundry.—210 sq. ft.

Garage.—630 sq. ft.

Engine Room with two generating sets.—430 sq. ft.

Ablution approximately.—210 sq. ft.

Servants' quarters comprising four separate buildings of 560 sq. ft., 370 sq. ft., 130 sq. ft. and 130 sq. ft. including showers and kitchen.

Maize Store.—225 sq. ft.

Residential bandas, 11 in number ranging in area from 560 sq. ft. to 230 sq. ft. each.

Two small kidney-shaped swimming pools with stone-flagged terracing.

*Survey fees.*—Payable on demand.

*Conveyancing, registration fees and stamp duty.*—Payable on demand.

GAZETTE NOTICE No. 963

#### THE GOVERNMENT LANDS ACT

(Cap. 280)

#### DETERMINATION OF TEMPORARY OCCUPATION LICENCE

*Unsurveyed Plot No. 15, Mariakani (Licensee Allibhai Ramjee)*

To: *Allibhai Ramjee of P.O. Mariakani*

TAKE NOTICE that the Temporary Occupation Licence held by you in respect of the Plot No. 15—Mariakani Trading Centre, will determine on 1st July, 1971, i.e. three calendar months from the date of this notice in accordance with section 40 (2) of the Government Lands Act. The land will revert to the Government of the Republic of Kenya on 1st July, 1971, when you will be expected to give vacant possession of the land having removed all the constructions and leaving the land in a clean and tidy condition.

Also take notice that the determination of the licence does not release you from paying the outstanding land rent inclusive of penalty amounting to Sh. 1,368.

Dated at Nairobi this 1st day of April, 1971.

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

GAZETTE NOTICE NO. 896

## THE GOVERNMENT LANDS ACT

(Cap. 280)

NAIROBI—PETROL SERVICE STATION, SHOPS AND OFFICES—  
PLOT L.R. No. 209/3847, TOM MBOYA STREET

THE Commissioner of Lands gives notice that applications are invited in terms of proposals for development of the above-mentioned plot for purpose of a petrol service station, shops and offices.

2. A plan of the site may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, and at the Lands Department, Nairobi, or copies may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 4 per copy, post free.

*Conditions of Sale*

Applications should be submitted to the Commissioner of Lands, P.O. Box 30089, Nairobi, in sealed envelopes marked "Application for Petrol Service Station, Shops and Offices Plot" before noon on 2nd May, 1971. Any correspondence other than the tender itself should not be marked in this way as applications will not be opened until the closing date.

2. Applicants must enclose with their application their cheque for Sh. 1,000 drawn on the applicant's own banking account (no other cheques will be accepted) made payable to the Commissioner of Lands, as 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. 4 below, the deposit will be credited to him.
- (b) If the application is unsuccessful the applicant's deposit will be returned to him.
- (c) If the application is successful and the applicant fails to take up and pay for the plot offered to him within the period of 14 days as required by Condition No. 4 below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

3. Each tender 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 readily 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 capital required for development;
- (d) a site layout plan showing the siting of the proposed buildings in relation to the boundaries of the plot, should also be submitted.

4. The successful applicant will be required to 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 charges in respect of roads, road drains, sewers. 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. 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.

*Special Conditions*

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 to re-enter into or 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 may (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 purposes of petrol service station, shops and offices.

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

7. The buildings shall not cover a greater area of the land than may be prescribed by the local authority.

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.

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 mains 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 of Sh. 56,000 payable hereunder after the expiration of the 33rd and 66th year of the term hereby granted. Such rental will be at the rate of 5 per cent of the unimproved freehold value of the land as assessed by the Commissioner of Lands.

Dated at Nairobi this 5th day of April, 1971.

## SCHEDULE

Area.—0.1193 hectares (approximately)

Stand premium.—Sh. 280,000.

Annual rent.—Sh. 56,000.



GAZETTE NOTICE No. 897

## THE GOVERNMENT LANDS ACT

(Cap. 280)

CITY OF NAIROBI: SITE FOR HOTEL (L.R. No. 209/5450—  
KIRK ROAD)

THE Commissioner of Lands gives notice that applications are invited in terms of proposals for the development of the above-mentioned plot situated in Kirk Road, Nairobi, for the purposes of an hotel.

*Conditions of Sale*

1. Sealed envelope marked "Application for Hotel Site" should be deposited with the Commissioner of Lands before noon on 10th May, 1971. Any correspondence other than the tender itself should not be opened until the closing date.

2. Plans of the site may be inspected at the Department of Lands, Nairobi.

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

(a) the outline proposals of the applicant for the development of the site, which may include sketch designs and should show—

(i) principal access;

(ii) an indication of the number of bedrooms;

(iii) the number and nature of public rooms to be provided;

(iv) the applicant's proposals for dealing with traffic circulation and car parking on the plot.

This accommodation to be completed and ready for occupation within 24 months of the commencement of the term of the grant.

(b) The amount of capital available for development together with a statement from the applicant's bankers, or from the representative of some other financial institution acceptable to the Commissioner, certifying that this amount is either immediately available, or will to the best of his belief become available during the course of the construction of the hotel.

(c) Applicants must also enclose with their applications Sh. 1,000 as a deposit (this payment should be by cash, postal order, money order or banker's order) which will be dealt with as follows:—

(i) 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.

(ii) If the applicant is unsuccessful the applicant's deposit will be returned to him.

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

4. The successful applicants will be required to pay within 14 days of notification that their applications have been accepted the stand premium set out in the Schedule together with the proportionate amount of rent, the survey fees and fees payable in respect of the preparation and registration of the title together with the stamp duty (which is approximately 2 per cent of the purchase price and 1 per cent of the rent).

5. In the consideration of applications regard will be paid to the relative merits of the proposals for construction, both immediate and long term and the financial sufficiency of the tenderer to undertake such construction.

6. The stand premium and annual rent will be as laid down in the Schedule.

*General Conditions*

1. The grant will be made under 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. The term of the grant will be 99 years from the first day of the month following the notification of approval of the grant.

*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 from the commencement of the term complete the erection of such buildings and 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. The land and buildings shall only be used for hotel purposes.

5. Subject to compliance with the City Council's By-laws in connexion with the height and coverage the maximum sum total of the plinth areas, measured at each and every floor level permitted to the plot shall not exceed .75 times the area of the plot. The floor area of any basement wholly below ground level may be excluded from the calculation.

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 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 pay such rates, taxes, charges, duties, assessment 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.

11. 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.

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

*SCHEDULE*

*Area*.—0.949 acres (approximately).

*Stand premium*.—Sh. 56,000.

*Annual rent*.—Sh. 11,200.

*Provisional service charges*.—Sh. 36,000.

*Survey fees*.—Payable on demand.



GAZETTE NOTICE No. 842

## THE GOVERNMENT LANDS ACT

(Cap. 280)

CITY OF NAIROBI—CITY SQUARE PLOT L.R. No. 209/4869

THE Commissioner of Lands gives notice that the above-mentioned plot is available for alienation and invites applications therefor in terms of proposals for development.

2. Applications should be submitted to the Commissioner of Lands, P.O. Box 30089, Nairobi, in sealed envelopes marked "Application for City Square Plot" before noon on Friday, 7th May, 1971.

3. Applicants must enclose with their applications cash, postal order or money order for Sh. 1,000 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. 4 below, the deposit will be credited to him.
- (b) If the application is unsuccessful the applicant's deposit will be returned to him.
- (c) If the application is successful and the applicant fails to take up and pay for the plot offered to him within the period of 14 days as required by Condition No. 4 below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

4. Each tender 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 readily 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 capital required for development;
- (d) a site layout plan showing the siting of the proposed buildings in relation to the boundaries of the plot, should also be submitted.

5. The successful applicant will be required to 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 charges in respect of roads, road drains, sewers. 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.

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 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 36 months of the commencement of the term complete the erection of such buildings and 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. The land and buildings shall only be used for a tyre sales and service centre, showrooms, offices and one flat for a caretaker.

5. Subject to compliance with the City Council's By-laws in connexion with the height and coverage the maximum sum total of the plinth areas, measured at each and every floor level, permitted to the plot shall not exceed 4.5 times the area of the plot. The floor area of any basement wholly below ground level may be excluded from the calculation.

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 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. 1 has been performed:

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

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, pedestrian ways, 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, pedestrian ways 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 and pedestrian ways 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 of Sh. 32,000 payable hereunder at the expiry of the 33rd and 66th year of the term hereby granted such rent will be at the rate of 4 per cent of the unimproved freehold value of the land as assessed by the Commissioner of Lands.

## SCHEDULE

Plot No.—L.R. 209/4869.

Area.—106' x 1,401'.

Stand premium.—Sh. 160,000.

Annual rent.—Sh. 32,000.

Roads and drains.—Sh. 40,000 (provisional).

Survey fees.—Sh. 460.

GAZETTE NOTICE NO. 964

## THE INDUSTRIAL COURT

CAUSE NO. 3 OF 1971

## Parties:—

Printing & Kindred Trades Workers' Union  
and  
E.A. Packaging Industries Ltd.

## Issue in dispute:—

Termination of Mr. A. Gafur's services.

1. The Printing & Kindred Trades Workers' Union shall hereinafter be referred to as the Claimants and E.A. Packaging Industries Ltd. shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on the 12th and 26th day of February and 15th day of March, 1971 and relied on their written and verbal submissions. In addition, the parties called the following witnesses:—

## Claimants

James Karanja.  
Joseph Gikuru.  
Festus A. Tuti.  
Abdul Gafur.

## Respondents

D. J. Barrott.  
A. H. Leach.  
George K. Muchiri.

## AWARD

3. Mr. Abdul Gafur was employed as a Workshop Supervisor in the Respondents' factory until 26th August, 1970, when his services were terminated. The letter of termination reads as follows:—

"It has been noticeable recently, since the Company has refused to accede to your excessive and unreasonable demands for salary increments and other fringe benefits, that you have been desultory in the performance of your duties and in the exercise of your responsibilities.

Since the departure of the previous Works Manager in September last year you have been generally unco-operative, culminating in an incident yesterday when you were extremely impertinent in refusing to carry out instructions given to you by your superior officer.

Accordingly we give you notice that your employment with this Company will terminate at 4.30 p.m. this afternoon, the 26th August, 1970."

Mr. Gafur, who has been a union member for many years, reported the matter to the Claimants who made representations on his behalf to the Respondents on 28th August through the Nairobi Branch Organizer Mr. Tuti, who saw the Workshop Manager. It is alleged that the Workshop Manager, Mr. Barrott, told him that they were unhappy with Mr. Gafur because of his union activities and that he has been dismissed because he has been very much involved in union affairs and talked about union matters during his work. The Claimants pursued this matter through letters but the Respondents were adamant in their stand. On 23rd September, 1970, the Claimants reported a trade dispute to the Ministry of Labour concerning Mr. Gafur's dismissal. The issue was accepted and Mr. G. C. Ong'ayi of Nairobi Labour Office was appointed to act as investigator.

On 2nd December, 1970, the Permanent Secretary, Ministry of Labour, conveyed to the parties his findings and recommendations based on the investigator's report:—

"From the above submissions of both parties, I find that—

1. Mr. Gafur had no previous offences and he had never received any warning during his nine years' service with the Company.

2. Mr. Leach whose instructions it is alleged that Mr. Gafur refused to carry out had worked with Mr. Gafur for about a year.

## Recommendations

From the foregoing submissions from both parties and my findings, I recommend that Mr. Gafur should be reinstated or be paid his terminal benefits, i.e.—

- (a) Salary for days worked for.
- (b) Salary in lieu of leave.
- (c) Salary in lieu of notice.
- (d) Severance pay of seven days for each completed year of service."

The Respondents rejected these recommendations for reasons which are set out in their letter to the Permanent Secretary on 28th December, 1970. The parties then decided to refer the matter to the Industrial Court and signed the Notification of Dispute Form A on 14th January, 1971.

After a careful perusal of all the submissions made by the parties and the evidence given by the various witnesses, the Court finds that the following facts are established—

1. Mr. Gafur used to run his own business in Nairobi under the name of "Gafur General Works" prior to his taking up employment with the Respondents. He was persuaded by Mr. F. Griffiths, who was the Respondents' Factory Manager, to join them in or about 1961. Mr. Griffiths had a very high regard and opinion of Mr. Gafur and on 8th August, 1969, prior to Mr. Griffiths' departure, he gave an ability reference to Mr. Gafur in which he stated that Mr. Gafur "has proven without doubt to be very capable in all aspects of the engineering and electrical fields and he has a good working knowledge of machine shop practice and general maintenance".

When Mr. Griffiths left the Respondents, two posts were created in the factory, namely the Works Manager and Factory Engineer. Mr. D. J. Barrott has been the Works Manager since 5th October, 1968 and Mr. A. H. Leach joined the Respondents as a Factory Engineer in October, 1969.

2. After the departure of Mr. Griffiths and the arrival of Mr. Barrott, and more particularly after Mr. Leach joined the Respondents, the relationship between Mr. Gafur and these two officers was not at all cordial and as time passed it deteriorated. The main friction was between Mr. Leach and Mr. Gafur. Mr. Leach lost no opportunity in picking faults in Mr. Gafur's work and criticized him unnecessarily. Several witnesses called this "provocation" by Mr. Leach against Mr. Gafur.

The Court can see the reason for this clash between these two persons, this being the obvious frustration and discontent felt by Mr. Gafur in finding a European expatriate brought in on a senior position to him when, in the past, he and Mr. Griffiths had managed to carry on the work most satisfactorily. On the other hand, Mr. Leach saw in Mr. Gafur a person who could threaten his position in the factory.

3. Mr. Gafur had an unblemished record during his nine years and nine months' service with the Respondent and that during this time he, in company time, repaired the private motor-cars of his supervisors on many occasions in addition to doing his substantive work. For this he was not paid any extra money and made up entries in his daily time sheet by showing some fictitious factory work done by him. This was done with the full knowledge and concurrence of his two immediate superiors.

4. Mr. Gafur is the only non-African member of the Union and participated in a strike action taken by the workers in January, 1970. He was, however, asked by the management to leave the African strikers and to come back to work. This he did. There is one other Asian member but who, by virtue of his total integration with the Africans, is not considered by the Claimants to be a non-African. He is married to an African lady, speaks Kikuyu and lives in an area which is predominantly inhabited by Africans. The Claimants put forward the victimization of Mr. Gafur on account of his union activities as one of the reasons for the termination of his services. The Court, however, is not persuaded to accept that this was so. It may well have been as a background reason for Mr. Gafur's ultimate loss of employment but it certainly was not one of the main reasons.

5. Mr. Gafur's work now is being done by three persons—Mr. Jacca who is a trainee supervisor, Mr. Jivanjee, Kenya citizen of Asian origin, fitter/turner and one Mr. Njuguna, an electrician. In addition, Mr. Leach and Mr. Barrott are to be found working in the factory more often than previously when Mr. Gafur was in employment. The Court accepts that this is partly due to the installation of the new machinery which is going on in the factory.

As far as the citizenship status of Mr. Gafur is concerned, it finally emerged during the hearing that although the category of employment of Mr. Gafur has not been called up for Kenyanization, he has recently applied for citizenship. The Court cannot share Mr. Gafur's optimism that he would be granted citizenship. This point, although hotly debated during the proceedings, is not very material and has no relevance to this dispute. The fact remains that there was no pressure for Kenyanizing Mr. Gafur's post and indeed, for that matter, that of Mr. Leach now.

Now coming to the events of the day which culminated in the termination of Mr. Gafur's services. On 25th August, 1970, machine No. C.2 broke down and Mr. Muchiri, who is a Machine Supervisor, in accordance with standing instructions, reported the matter to Mr. Gafur. It is alleged that Mr. Gafur told him to go and ask the *bwana* to repair it as he, Gafur, was busy. Mr. Muchiri reported this to Mr. Barrott who then sent Mr. Leach to ask Mr. Gafur to go and repair the machine. Mr. Gafur is alleged to have told Mr. Leach the same thing as before, i.e. "go and tell Mr. Barrott to do it himself". Mr. Leach claims that he then went to repair the machine himself. All this is alleged to have taken place between 12 noon and 1 p.m. In the afternoon at about 3 p.m. Mr. Leach gave permission to Mr. Gafur to go and see a doctor as he was not feeling well. The Claimants made much play of the allegation that Mr. Leach asked Mr. Gafur to repair his motor-car before going to the doctor, but this point again is not important at all

because if Mr. Gafur was asked to repair Mr. Leach's car, Leach accepted Mr. Gafur's undertaking that he would repair his car when he was well and fit again. So there is no clash on this point.

Mr. Gafur on the other hand claims that he repaired the C.2 machine with his own hands and a daily time sheet was produced completed by Mr. Gafur and which has been in the possession of the Respondents showing that on 25th August, 1970, Mr. Gafur had worked 8½ hours out of which he had spent 1½ hours in repairing the C.2 machine. Mr. Leach told the Court that all the daily time sheets are checked by him and initialled the following day but Mr. Gafur's time sheet for 25th August, although alleged to be false, bears neither the signature of Mr. Leach nor any comment by him that there were false entries on it made by Mr. Gafur. This is all very strange because two witnesses, Mr. Muchiri and Mr. Leach, told the Court that Mr. Leach repaired the machine and that Mr. Gafur refused to do so. On the other hand, Mr. Gafur stated in his evidence that he repaired this machine with his own hands and in support of that there is the entry in the daily time sheet which is neither confirmed nor repudiated by Mr. Leach as he should have done during the normal routine. In these circumstances, the Court finds that it is very doubtful to come to any conclusion as to who eventually repaired the machine. The Court, however, finds that at some stage Mr. Gafur, in the heat of the moment perhaps because he was busy with some other work, uttered words to the effect that since he was busy, the *bwana* should repair the machine himself. The Court, however, is not sure as to who was referred to by Mr. Gafur as *bwana* because there is no evidence to show that there was any direct clash between him and Mr. Barrott. There was clash of interest between Mr. Leach and Mr. Gafur and it may well be that Mr. Gafur had meant that Mr. Leach should go and repair the machine as he was busy.

One very unsatisfactory feature of this incident and one which the Court finds of great importance and relevance to this matter is the failure of Mr. Barrott to call Mr. Gafur before him or to go to him himself and to find out why he had, all of a sudden, decided to defy his orders. It is to be borne in mind that Mr. Gafur had been a good and loyal worker during his nine years' service with the Respondents and the Court finds the allegation that has been made against him to be inconsistent with his past record and his behaviour and character. The natural thing for a works manager would have been to go and seek an explanation on the spot from a worker who was alleged to be disobeying his orders, apparently for the first time, but he was content to leave the matter as it was. To make matters more complicated, Mr. Leach gave permission to Mr. Gafur to go to the doctor at 3 in the afternoon as if nothing unusual had happened. Further the letter terminating Mr. Gafur's services is couched in such language that it talks of general accusations without giving clear and detailed account of the gross misconduct alleged against Mr. Gafur. In this context the Claimants' submission that this letter does not amount to a summary dismissal for a gross misconduct has merit in it although technically termination and dismissal can mean the same thing. The Court finds that all this added up shows how the incident of 26th August was a culmination of a gradual build up of resentment between Mr. Barrott, Mr. Leach and Mr. Gafur. The fact that Mr. Barrott did not bother to ask for an explanation from Mr. Gafur as to his refusal to obey instructions clearly proves that both he and Mr. Leach thought that they had found a legitimate excuse of getting rid of a worker with whom they could not get along and for reasons which have been mentioned hereinbefore. The Respondents' letter to Mr. Gafur terminating his services shows that it was not a case of instant dismissal nor was it termination by notice in accordance with clause 7 (a) of the current agreement on terms and conditions of service between the two parties.

In these circumstances the Court has come to the conclusion, after a careful consideration of all the submissions, that this is not a case of bona fide termination of services and that the Respondents should not be allowed to take advantage of the provisions of their collective bargaining agreement as a convenient means of getting rid of a worker whom they did not want. The Court notes that the Permanent Secretary, Ministry of Labour, had made certain recommendations for payment of certain terminal benefits to Mr. Gafur. The Court is aware that the Respondents submitted that Mr. Ong'ayi's recommendations had been amended by someone in the Ministry and that unless the Minister himself had decided to make any recommendations, the Court should fall back on Mr. Ong'ayi's original recommendations. The Court, however, cannot accept this submission. It is an accepted practice and the Court finds it to be proper that an investigator's recommendations should be vetted by a senior officer or another officer detailed to do such work, before the parties are presented with the final findings and recommendations by the Permanent Secretary who has the necessary powers to act on behalf of the Minister. For these reasons the Court finds nothing unusual in the Permanent Secretary's recommendations even if they are not on the lines recommended by the investigator. The Permanent Secretary, acting on behalf of the Minister under section 7 (4) of the Trade Disputes Act is not precluded by any such recommendation from making any recommendations of his own to all or any of the parties to the disputes as he may think fit.

Considering all the circumstances and on a balance of probabilities the Court would have been inclined to recommend Mr. Gafur's reinstatement if the Claimants had pressed for it. The Claimants, however, are seeking for the Court to find that—

"Mr. Gafur should be paid for all the months that the Respondents have locked him out of his job from 26th August, 1970, up to the date that this Hon. Court will announce its verdict on the issue.

All days due for his leave up to the said date of verdict should be paid.

Three months in lieu of notice should be paid.

*Ex gratia* payment or severance should be paid to him for the nine years and nine months that he has worked for the Respondent.

Other necessary payments should be paid by the Respondents since Mr. Gafur never applied for the job and was persuaded to leave his own work to join the Respondents' Company."

The Court cannot accede to all the aforesaid demands made by the Claimants but the Court strongly recommend that the Respondents should pay Mr. Gafur the following benefits which are in accordance with the Permanent Secretary's recommendations—

- (a) Salary for days worked for.
- (b) Salary in lieu of leave.
- (c) One month's salary in lieu of notice.
- (d) Severance pay for 7 days for each completed year of service at the rate of his salary when he lost his employment.

The Court is aware that (d) above is not in the negotiated agreement but due to the unusual circumstances of this case, the Court recommends strongly that this should be paid on an *ex gratia* basis to compensate Mr. Gafur for the loss of employment. Finally the Court would like to add that even if the Permanent Secretary had not made the aforesaid recommendations, the Court had enough evidence before it to come to a similar decision.

Given in Nairobi this 7th day of April, 1971.

SAEED R. COCKAR,  
President.

R. M. MWILU,  
Vice-President.

S. K. NGOLOMA,  
HON. R. M. WANJAGI, M.P.,  
Members.

GAZETTE NOTICE No. 965

## THE INDUSTRIAL COURT

CAUSE No. 8 OF 1971

Parties:—

Tailors and Textiles Workers' Union  
and  
African Ropes and Twines Ltd.

Issues in dispute:—

1. Wages.
2. Effective date and duration of the agreement.

1. The Tailors and Textiles Workers Union shall hereinafter be referred to as the Claimants and the African Ropes and Twines Ltd. shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on the 16th day of March, 1971, and relied on their written and verbal submissions.

### AWARD

3. The dispute before the Court has arisen from the parties' efforts to negotiate a new agreement relating to terms and conditions of employment of the Respondents' employees to replace the one that expired on 30th November, 1969. This agreement was effective from 1st June, 1968, for a period of 18 months.

The Claimants submitted their demands to the Respondents in January, 1970, and proposed changes in three items only, namely wages, leave travelling allowance and effective date. Thereafter negotiating committee meetings were held during which the Respondents introduced two items of "night transport" and "working hours" proposing certain amendments. The meetings were held in February, March and April and a deadlock was recorded on 24th April, 1970, on which date the Claimants notified the existence of a dispute to the Ministry of Labour. A conciliator was appointed on 30th April. The Court notes with great concern yet once again that conciliation proceedings dragged on until 4th February, 1971. In conciliation the Respondents withdrew their proposal on working hours and the Claimants agreed to night transport being provided from 6 p.m. to 8 p.m. The parties signed the Notification of Dispute Form A on the issue of wages and effective date and duration of the agreement.

The Claimants' proposals on wages were as follows:—

		<i>Minimum Consolidated Wages (including Housing Allowance per month)</i>		
	<i>Existing</i>	<i>Proposed</i>	<i>Increase</i>	
		<i>Sh. p.m.</i>		
1. <i>Unskilled employees</i>				
Messenger or Cleaner				
Loader and Unloader				
Parkers				
Machine operators (for a maximum of 6 months)	200	330	130	
2. <i>Semi-skilled employees</i>				
Weigher and handful maker				
Feeder "first goods machine"				
Spinner Assistant	... 220	350	130	
3. <i>Skilled employees</i>				
Machine operator (after 6 months' training)	... 250	375	125	
4. Drivers	... 305	450	145	

The Claimants referred the Court to the terms and conditions of employment of E.A. Bag & Cordage Co. Ltd. employees at Ruiru and rejected the comparison which the Respondents had sought with either knitting or spinning industry. The Claimants maintained that the Respondents were doing good business and marketed all their products in the United States of America from where they received orders running into thousands of tons. They accused the Respondents of not having taken their demands seriously and rejected the Respondents' submission that they had no money available to meet any increase in the wages of their employees. They pointed out that it was not unusual for a new industry not to make any profit for several years but the fact remained that the Respondents' undertaking was a financially viable proposition.

On the question of effective date and duration, the Claimants stated that they had agreed to the duration period of 18 months of the new agreement but insisted that the effective date should be from 1st December, 1969.

The Court notes that during the proceedings the Claimants accused the Respondents of employing 60 casual employees since last three years. The fact of the matter, however, is that some time in December, 1968, the workers had gone on an unconstitutional stoppage of work as a result of which the workers who had taken part in the strike had had their services terminated. The Respondents stated that they were gradually trying to build up their permanent labour force since that time and that the monthly breakdown of the employees for the last 12 months was as follows:—

	<i>Permanent</i>	<i>Casuals</i>	<i>Total</i>
March, 1970	5	120	125
April, 1970	5	112	117
May, 1970	21	59	80
June, 1970	21	53	74
July, 1970	23	7	30
August, 1970	25	66	91
September, 1970	35	72	107
October, 1970	35	75	110
November, 1970	35	64	99
December, 1970	35	61	96
January, 1971	43	46	89
February, 1971	43	46	89

The Respondents very strongly reiterated during the hearing that they had absolutely no funds to grant any wage increase to their workers and produced a certificate from their secretaries confirming that they had been incurring financial loss every year since they had been incorporated. They referred to the vicissitudes of the sisal industry and its parlous state. They said that there was little demand for the raw material and the return for the producer was decreasing steadily. In these circumstances the manufacturers who used it must also suffer a similar recession.

The Respondents asked the Court to find that the economics of E.A. Bag & Cordage were very much different from the Respondents' and referred the Court to a recent agreement which the Claimants had negotiated with the jute mill at Thika in 1969 valid for 21 months. This agreement provided six groups in the job grading starting with Sh. 135 at the bottom and ending at the top grade F with Sh. 275. To that is added the minimum house allowance. Drivers are on a rate of Sh. 205.

The Court has perused the Respondents' balance sheets for the past three years and after a careful consideration of all the submissions, has come to the conclusion that unfortunately the workers cannot be granted a wage increase to which they would have been entitled if the Respondents had been enjoying a healthy financial position. At the same time, however, the Court feels that the workers cannot be denied a small wage increase. The Court awards that the workers should get a wage increase

of Sh. 10 p.m. with effect from 1st January, 1971, and the agreement should remain in force for a period of 12 months from that date.

The Court further directs that since the Respondents employ about 46 casual workers almost every day, this wage increase should be reflected in the earnings of these casual employees, whose engagement should be consistent with the policy directive prepared by the Federation of Kenya Employers to its members on the employment of casual workers.

Given in Nairobi this 8th day of April, 1971.

SAEED R. COCKAR,  
*President.*

R. M. MWILU,  
*Vice-President.*

J. B. ABUOGA,  
S. K. NGOLOMA,  
*Members.*

#### GAZETTE NOTICE No. 966

#### 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.

The undermentioned applications are proceeding in the name of HENKEL & Cie G.m.b.H., a limited liability company incorporated in West Germany, manufacturers and merchants, of Henkelstrasse 67, Dusseldorf-Holthausen, Germany, and c/o Messrs. Daly & Figgis, advocates, P.O. Box 34, Nairobi.

#### IN CLASS 1—SCHEDULE III



17784.—Adhesive for industrial purposes. To be associated with TMA. No. 17783. 30th July, 1970.

## IN CLASS 16—SCHEDULE III

17783.—Adhesives for use in stationery. To be associated with TMA. No. 17784.

## IN CLASS 1—SCHEDULE III

## REFINAL

17787.—Photographic developing preparations and substances. AGFA-GEVAERT AKTIENGESellschaft, of 509 Leverkusen-Bayerwerk, West Germany, and c/o Messrs. Atkinson, Cleasby and Satchu, advocates, P.O. Box 90121, Mombasa. 1st August, 1970.

## IN CLASS 3—SCHEDULE III

## IOSAN

17798.—Detergents, cleaning, sanitizing and disinfecting products. WEST CHEMICAL PRODUCTS, INC., a corporation duly organized and existing under the laws of the State of New York, United States of America, manufacturers, of 42-16 West Street, Long Island City, New York, 11101, United States of America, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 10th August, 1970.

## FOIL

17827.—Soaps, detergents (not for use in industrial or manufacturing processes), cleaning, polishing, scouring and abrasive preparations. UNILEVER LIMITED, a company organized under the laws of the United Kingdom of Great Britain, manufacturers and merchants, of Port Sunlight, Wirral, Cheshire, England, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 24th August, 1970.

## IN CLASS 5—SCHEDULE III

## FLUAX

17776.—Antigenic preparation for use as an immunologic agent. MERCK & Co., Inc., a corporation organized and existing under the laws of the State of New Jersey, United States of America, manufacturers, of 126 E Lincoln Avenue, Rahway, New Jersey, United States of America, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 28th July, 1970.

The undermentioned applications are proceeding in the name of TAKEDA CHEMICAL INDUSTRIES, LIMITED, a corporation of Japan, manufacturers, of 27, Doshomachi 2-chome, Higashi-ku, Osaka, Japan, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 10th August, 1970.

## BOTH IN CLASS 5—SCHEDULE III

## ATHLEFT

17799.—All goods included in Class 5 (Schedule III).

## PONETEN

17800.—All goods included in Class 5 (Schedule III).

## BOTH IN CLASS 5—SCHEDULE III

## CANOVEL

17804.—All goods included in Class 5. BEECHAM GROUP LIMITED, trading also as Beecham Research Laboratories, Beecham Research International, Bencard, Beecham Agricultural Products and Beecham Veterinary Products, manufacturers and merchants, of Beecham House, Great West Road, Brentford, Middlesex, England and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 11th August, 1970.

## BOVANIDE

17828.—Antiparasitic preparation for veterinary use. MERCK & Co., Inc., a corporation organized and existing under the laws of the State of New Jersey, United States of America, manufacturers of 126 E. Lincoln Avenue, Rahway, New Jersey, United States of America and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 25th August, 1970.

## IN CLASS 7—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the letter H and M.

17385.—Internal combustion engines and structural and functional parts thereof. Machines and implements for agriculture, horticulture, gardening and forestry uses and parts and accessories thereof. Electric generators and parts and accessories thereof. HONDA GIKEN KOGYO KABUSHIKI KAISHA (Honda Motor Co. Ltd. in English), a corporation of Japan, of 5, 5-chome, Yaesu, Chuo-ku, Tokyo, Japan, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 13th March, 1970.

## IN CLASS 8—SCHEDULE III

Zorrik



STAINLESS

17767.—Razors, safety razors and razor blades. PRECISION Industries (Africa) Limited, a company duly organized and existing under the laws of the Republic of Kenya, manufacturers of Enterprise Road, Industrial Area, P.O. Box 7953, Nairobi, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 23rd July, 1970.

The undermentioned applications are proceeding in the name of HONDA GIKEN KOGYO KABUSHIKI KAISHA (Honda Motor Co. Ltd. in English), a corporation of Japan, of 5, 5-chome, Yaesu, Chuo-ku, Tokyo, Japan, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa.

## BOTH IN CLASS 12—SCHEDULE III

HONDA

Advertised before acceptance by reason of use and special circumstances—section 21 (1) proviso.

17384.—All kinds of land vehicles, and parts and accessories thereof. 13th March, 1970.



Registration of this trade mark shall give no right to the exclusive use of the letter H per se.

B.17386.—All kinds of land vehicles, and parts and accessories thereof. 13th March, 1970.

## IN CLASS 16—SCHEDULE III

**BANKAMERICARD**

17700.—Printed matter, printed forms, publications, credit and identification cards, application forms, sales and billing forms, information and instruction manuals, display signs, directories, advertising mats, advertisements, computer programmes, notices, mailing folders, envelopes, agreements, deposit slips, imprints, plastic covers and holders, bulletin forms, periodicals and all other goods in Class 16. AMERICAN NATIONAL TRUST AND SAVINGS ASSOCIATION, a corporation organized under the Federal Banking Laws of the United States of America, Bankers and Financers of Bank of America Center, City of San Francisco, United States of America, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 25th June, 1970.

## IN CLASS 25—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the device of the label *per se*.

B.17055.—Knitted articles intended for footwear. KAYSER-ROTH CORPORATION, a corporation organized and existing under the laws of the State of New York, U.S.A., manufacturers and merchants, of 640 Fifth Avenue, New York, New York 10019, U.S.A. and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 30th September, 1969.

## IN CLASS 26—SCHEDULE 111

**ADONIS**

17770.—Wigs and hair pieces. FAIR LADY FASHIONS LIMITED, a public company duly incorporated in the Republic of Singapore, with limited liability, manufacturers and merchants, of Nos. 96-126 E/F Boon Keng Road, Singapore, 12, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 27th July, 1970.

The undermentioned applications are proceeding in the name of ASSOCIATED PACKERS LIMITED, a company duly organized and existing under the laws of the Republic of Kenya, of Falkirk Road, Industrial Area, P.O. Box 18114, Nairobi, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 18th June, 1970.

## IN CLASS 29—SCHEDULE III

**Sunglora**

17662.—All goods included in Class 29 (Schedule III) and more particularly jellies and jams. To be associated with TM. No. 2607 and TMA. No. 17663.

## IN CLASS 30—SCHEDULE III

17663.—All goods included in Class 30 (Schedule III) and more particularly tomato sauce, baking powder, custard powder, vinegar and instant puddings. To be associated with TM. No. 2607 and TMA. No. 17662.

The undermentioned applications are proceeding in the name of NESTLE'S PRODUCTS LIMITED, merchants, of Nestle House, Collins Avenue, Nassau, Bahama Islands, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 29th October, 1970.

## IN CLASS 29—SCHEDULE III



18038.—All goods included in Class 29. To be associated with TMA. Nos. 18037, 18039 and 18040.

## IN CLASS 30—SCHEDULE III

18039.—All goods included in Class 30. To be associated with TMA. Nos. 18037, 18038 and 18040.

## IN CLASS 31—SCHEDULE III

18040.—All goods included in Class 31. To be associated with TMA. Nos. 18037, 18038 and 18039.

## BOTH IN CLASS 32—SCHEDULE III

**PASSINA**

17782.—All goods included in Class 32 (Schedule III). PASSI LIMITED, a company incorporated according to the laws of Switzerland, of 4852 Rothrist, Switzerland, and c/o Messrs. Hamilton, Harrison and Mathews, advocates, P.O. Box 30333, Nairobi. 27th July, 1970.

**SCHULTHEISS**

17789.—Beer, ale and porter. SCHULTHEISS BRAUEREI AG., a German company, Brewers of Bochum, Berlin, West Germany, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 5th August, 1970.

## IN CLASS 32—SCHEDULE III

**OLD HEIDELBERG**

17823.—All goods included in this class. THE CARLING BREWERIES LIMITED, a limited liability company incorporated under the laws of the province of Ontario, Canada, manufacturers and merchants, of 155, King Street, South, Water Loo, Ontario, Canada, and c/o Messrs. Hamilton, Harrison & Mathews, advocates, P.O. Box 30333, Nairobi. 20th August, 1970.

## IN CLASS 34—SCHEDULE III

**SCOOTERS**

17779.—Tobacco whether manufactured or unmanufactured. HENRI WINTERMANS' SIGARENFABRIEKEN N.V., cigar manufacturers of Nieuwstraat 75, Eersel, Holland and, c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 28th July, 1970.

**ADDENDUM**

17392.—Advertised under Notice No. 3595, page 1325, Kenya Gazette dated 4th December 1970.

Registration of this trade mark shall give no right to the exclusive use of the numerals 24.

**CORRIGENDUM**

17746.—Advertised under Notice No. 846, page 313, Kenya Gazette dated 2nd April 1971.

Address for service: Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi.

**REGISTRATIONS RESTORED TO THE REGISTER**

TM. No. 2899—BOVEAST in Class 42 (Schedule II) and TM. No. 8105—BOV-O-LAC in Class 31 (Schedule II) in the names of JOHN ASHFORD and BOVEAST LIMITED respectively and c/o Messrs. P. G. Warner, P.O. Box 700, Nairobi.

Nairobi,  
8th April, 1971.

M. L. HANDA,  
*Assistant Registrar of Trade Marks.*

**GAZETTE NOTICE No. 967****THE LIQUOR LICENSING ACT**

(Cap. 121)

**ELGEYO-MARAKWET LIQUOR LICENSING COURT**

THE first statutory meeting of the Elgeyo-Marakwet Liquor Licensing Court will be held at the District Commissioner's office, Tambach, on Monday, the 24th May, 1971, at 10 a.m.

Applications to be considered at this meeting, whether for new licences, transfers, renewals or removals, must be received in the office of the District Commissioner, P.O. Tambach, on or before 24th April, 1971, on appropriate form with a Sh. 10 revenue stamp affixed. Any application received after 24th April, 1971, may only be considered if it is received before 5th May, 1971, and on payment of Sh. 150.

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

E. M. PSENJEN,  
*President,*  
*Elgeyo-Marakwet Liquor Licensing Court.*

Tambach,  
31st March, 1971.

**GAZETTE NOTICE No. 968****THE AFRICAN LIQUOR ACT**

(Cap. 122)

**MARSABIT AFRICAN LIQUOR LICENSING BOARD**

(Special Meeting)

DULY authorized by the Provincial Commissioner, Eastern Province, Embu, a special meeting of the Marsabit African Liquor Licensing Board will be held at the District Commissioner's office, Marsabit, on 14th April, 1971, at 10 a.m.

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

Dated this 30th day of March, 1971.

W. F. F. SIBONDO-ODUOL,  
*Chairman,*  
*Marsabit African Liquor Licensing Board.*

**GAZETTE NOTICE No. 969****THE AFRICAN LIQUOR ACT**

(Cap. 122)

**NAIROBI AFRICAN LIQUOR LICENSING BOARD**

THE next statutory meeting of the Nairobi African Liquor Licensing Board will be held at the District Commissioner's office, Kenyatta Avenue, Nairobi Area, Nairobi, on Monday, the 7th June, 1971, at 9 a.m., to consider the granting and renewal of licences for the manufacture and sale of African intoxicating liquor in the Nairobi Area for the year 1971.

Applications to be considered whether for grant or renewals must reach the District Commissioner's office, Nairobi Area, P.O. Box 30124, Nairobi, by Wednesday, the 5th May, 1971, on the appropriate forms obtainable from the District Commissioner's office, Nairobi.

All applicants must appear before the Board in person.

W. K. MARTIN,  
*Chairman,*  
Nairobi,  
2nd April, 1971. *Nairobi African Liquor Licensing Board.*

**GAZETTE NOTICE No. 970****THE AFRICAN LIQUOR ACT**

(Cap. 122)

**KERICHO AFRICAN LIQUOR LICENSING BOARD**

(Special Meeting)

DULY authorized by the Provincial Commissioner, Rift Valley Province, a special meeting of the Kericho African Liquor Licensing Board will be held in the office of the District Commissioner, Kericho, on Monday, 19th April, 1971, at 10 a.m., to consider applications.

List of applications can be viewed on the District Commissioner's office notice board.

M. M. OLE NCHARO,  
*Chairman,*  
Kericho,  
26th March, 1971. *Kericho African Liquor Licensing Board.*

**GAZETTE NOTICE No. 971****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. 91 OF 1971**

By (1) Amiral Hassanali Nathoo and (2) Pyarali Hassanali Nathoo, both of P.O. Box 30494, Nairobi in Kenya, two of the sons of the deceased, through Messrs. Shapley Barret Marsh & Co., advocates of Nairobi, for a grant of letters of administration intestate of the estate of Gulbanu Hassanali Mohamed widow of Hassanali Mohamed Nathoo of Nairobi aforesaid, who died at Nairobi on the 26th day of September, 1967.

**(2) CAUSE No. 92 OF 1971**

By Zavibai Nathalal Hemraj Shah d/o Panachand Lakhman of P.O. Box 10131, Nairobi in Kenya, the widow of the deceased, and the executrix named in his will, through Messrs. Shah & Parekh, advocates of Nairobi, for a grant of probate of the will of Nathalal Hemraj Khimji Shah of Nairobi aforesaid, who died at Nairobi on the 9th day of August, 1969.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 30th April, 1971.

VIJAY KAPILA,  
*Senior Deputy Registrar,*  
Nairobi,  
10th April, 1971. *High Court of Kenya, Nairobi.*

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



## GAZETTE NOTICE No. 972

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. 13 of 1971

By Essaji Abdulali Jiwaji of P.O. Box 85427, Mombasa in the Coast Province of the Republic of Kenya, the executor named in the will of the deceased, through Ahmedali Y. A. Jiwaji, Esq., advocate of Mombasa aforesaid, for a grant of probate of the will of the late Khairoon w/o Noman Yamani d/o Abdulali Jiwaji of Tanga in the Republic of Tanzania, who died on the 28th day of October, 1967, at Mombasa aforesaid.

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

P. N. KHANNA,  
*Acting Deputy Registrar,  
High Court of Kenya,  
Law Courts, Mombasa.*

Mombasa,  
18th March, 1971.

NOTE

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

## GAZETTE NOTICE No. 973

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. 18 of 1971

By Abdulrehman Issak residing at premises standing on Plot No. 56, Section XXI, Barry Road, P.O. Box 80516, Mombasa in Kenya, the duly appointed attorney of Fay E Lepow (Fay Elfreda Lepow) of New York in the United States of America, the executrix named in the will of the deceased, through Messrs. U. K. Doshi and Doshi, advocates of Mombasa in Kenya, for a grant of probate of the will of the late Benjamin Harold Lepow of New York in the United States of America, who died on the 15th day of October, 1970, at New York in the United States of America.

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

P. N. KHANNA,  
*Acting Deputy Registrar,  
High Court of Kenya,  
Law Courts, Mombasa.*

Mombasa,  
1st April, 1971.

NOTE

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

## GAZETTE NOTICE No. 974

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. 20 of 1971

By Abdulghafur Hamed El-Busaidy of Mombasa, the executor named in the will of the deceased, through Messrs. Sachdeva and Company, advocates of Mombasa, Kenya, for grant of probate of the will of the late Hamed Swaleh El-Busaidy of Mombasa in Kenya, who died on the 17th day of July, 1969, at Mombasa.

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

P. N. KHANNA,  
*Acting Deputy Registrar,  
High Court of Kenya,  
Law Courts, Mombasa.*

Mombasa,  
3rd April, 1971.

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

## GAZETTE NOTICE No. 975

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. 23 of 1971

By Santokben Gordhandas Ruparelia and Mansukhlal Gordhandas Ruparelia of P.O. Box 400, Mombasa in the Republic of Kenya, and of P.O. Box 3408, Kampala, Uganda, respectively, the executors named in the will of the deceased, through D. G. Nathwani, Esq., advocate of Mombasa in Kenya, for a grant of probate of the will of late Gordhandas Vasanji Ruparelia of Mombasa aforesaid, who died on the 22nd day of August, 1968, at Mombasa aforesaid.

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

P. N. KHANNA,  
*Acting Deputy Registrar,  
High Court of Kenya,  
Law Courts, Mombasa.*

Mombasa,  
29th March, 1971.

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

## GAZETTE NOTICE No. 976

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. 35 of 1970

By Shiraz Gulamhusein Magan, Esq., advocate of Mombasa in Kenya, of the firm of Messrs. Anjarwalla, Abdulhusein & Company, the duly constituted attorney of (1) Hassanali Karim Manji, (2) Gulamhusein Karim Manji, both of P.O. Box 37, Iringa, Tanzania, (3) Amirali Remtulla Karim Manji and (4) Sadrudin Remtulla Karim Manji, both of P.O. Box 81, Mbeya, Tanzania, the executors of the estate of the deceased, through Messrs. Anjarwalla, Abdulhusein & Company, advocates of Mombasa in Kenya, for sealing in Kenya the grant of probate issued by the High Court of Tanzania at Dar es Salaam, in favour of the above-said executors of the late Remtulla Karim Manji of Mbeya, Tanzania.

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

P. N. KHANNA,  
*Acting Deputy Registrar,  
High Court of Kenya,  
Law Courts, Mombasa.*

Mombasa,  
21st July, 1970.

NOTE

The certified copy of the grant of probate mentioned above is deposited and open for inspection at the Court.

## GAZETTE NOTICE No. 977

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 estate of the person named in the second column of the Schedule hereto, who died on the date set forth against his name.

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

SCHEDULE

Public Trustee's Cause No.	Name of Deceased	Address	Date of Death	Testate or Intestate
44/70	Githongo Kaguru	Kiamwangi Village, Gatundu Division	13-8-69	Intestate

Nairobi,  
9th April, 1971.

M. L. HANDA,  
*Public Trustee.*



GAZETTE NOTICE No. 978

## PROBATE AND ADMINISTRATION

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

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

## SCHEDULE

Public Trustee's Cause No.	Name of Deceased	Address	Date of Death	Testate or Intestate
11/71	Kimbio Mwazui ..	Mwanda Location, Taita District	7-10-70	Intestate
13/71	Mbilika Masila ..	Kilungu Location, Machakos District	28-1-71	Intestate
14/71	Kassim Mohamed	Diani Location, Kwale District	17-2-71	Intestate

Mombasa,  
30th March, 1971.

J. N. KING'ARUI,  
Assistant Public Trustee.

GAZETTE NOTICE No. 979

## THE SOCIETIES RULES, 1968

(L.N. 62 of 1968)

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

- the society listed in the First Schedule hereto has been registered; and
- the society listed in the Second Schedule hereto has been refused registration,

under the provisions of the Societies Act, 1968.

## FIRST SCHEDULE

Name of Society	Date of Registration
Gatitu Brothers Association ... ..	6-4-71

## SECOND SCHEDULE

Name of Society	Date of Refusal
Githunguri Evergreen Entertainment Motel Day and Night Club ... ..	8-4-71

Dated this 8th day of April, 1971.

J. ALLAN,  
Assistant Registrar of Societies.

GAZETTE NOTICE No. 980

## THE SOCIETIES RULES, 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 society exempted from registration named in the Schedule hereto.

## SCHEDULE

East Africa Alsatian League, to East Africa German Shepherd Dog League.

Dated this 8th day of April, 1971.

J. ALLAN,  
Assistant Registrar of Societies.

GAZETTE NOTICE No. 981

(CS/1194/70)

## THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 61 (1))

## INQUIRY

WHEREAS, I have, of my own accord, decided that an inquiry be held into the by-laws, working and financial condition of Nairotia Farmers' Co-operative Society Limited:

Now, therefore, I hereby authorize the District Co-operative Officer, Nyeri District, to hold such inquiry at such place and at such time as may be expedient and duly notified by him.

The attention of all officers and members of the society is directed to the following sections of the Co-operative Societies Act:—

Section 61.—Inquiry by the Commissioner for Co-operative Development.

Section 63 (1).—Costs of Inquiry.

Section 63 (2).—Recovery of Costs.

Section 87.—Offences.

Dated at Nairobi this 25th day of March, 1971.

J. K. MUTHAMA,  
Commissioner for Co-operative Development.

GAZETTE NOTICE No. 982

## THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 61 (1))

## INQUIRY

(Variation Order)

WHEREAS by Order dated the 4th day of June, 1970, T. N. Ochieng' was authorized to hold an inquiry into the constitution, working and financial condition of the Uhuru Mwereri Farm Co-operative Society Limited, and whereas the said T. N. Ochieng' is unable to hold the said inquiry:

Now, therefore, I hereby authorize the District Co-operative Officer, Nakuru, to hold the said inquiry.

Dated at Nairobi this 30th day of March, 1971.

J. K. MUTHAMA,  
Commissioner for Co-operative Development.

GAZETTE NOTICE No. 983

## THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 61 (1))

## INQUIRY

(Variation Order)

WHEREAS by Order dated the 3rd day of April, 1967, Pius Odhiambo was authorized to hold an inquiry into the constitution, working and financial condition of the Baramwezi Co-operative Society Limited, and whereas the said Pius Odhiambo is unable to hold the said inquiry:

Now, therefore, I hereby authorize the District Co-operative Officer, Nakuru, to hold the said inquiry.

Dated at Nairobi this 30th day of March, 1971.

J. K. MUTHAMA,  
Commissioner for Co-operative Development.

GAZETTE NOTICE No. 984

## THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 61 (1))

## INQUIRY

(Variation Order)

WHEREAS by Order dated the 11th day of December, 1967, John Adungosi was authorized to hold an inquiry into the constitution, working and financial condition of the Munyu Farmers' Co-operative Society Limited, and whereas the said John Adungosi is unable to hold the said inquiry:

Now, therefore, I hereby authorize the District Co-operative Officer, Nakuru, to hold the said inquiry.

Dated at Nairobi this 30th day of March, 1971.

J. K. MUTHAMA,  
Commissioner for Co-operative Development.

GAZETTE NOTICE No. 985

(CS/1364/19/LLAM.)

## THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490)

## APPOINTMENT OF LIQUIDATOR

(Variation Order)

WHEREAS by order dated the 18th day of August, 1970, Thaddayo Ochieng' was appointed liquidator of Kiriko Farmers' Co-operative Society Limited and whereas the said Thaddayo Ochieng' is unable to act as liquidator:

Now, therefore, I hereby appoint the District Co-operative Officer, Nakuru, to be liquidator in the matter of the aforesaid co-operative society.

Given under my hand at Nairobi this 30th day of March, 1971.

J. K. MUTHAMA,  
*Commissioner for Co-operative Development.*

GAZETTE NOTICE No. 986

(CS/1131/22)

## THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490)

## APPOINTMENT OF LIQUIDATOR

(Variation Order)

WHEREAS by order dated the 2nd day of December, 1969, Thaddayo Ochieng' was appointed liquidator of Cengalo Farmers' Co-operative Society Limited and whereas the said Thaddayo Ochieng' is unable to act as liquidator:

Now, therefore, I hereby appoint the District Co-operative Officer, Nakuru, to be liquidator in the matter of the aforesaid co-operative society.

Given under my hand at Nairobi this 30th day of March, 1971.

J. K. MUTHAMA,  
*Commissioner for Co-operative Development.*

GAZETTE NOTICE No. 987

(CS/1264/34/LLAM.)

## THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490)

## APPOINTMENT OF LIQUIDATOR

(Variation Order)

WHEREAS by order dated the 20th day of August, 1970, Thaddayo N. Ochieng' was appointed liquidator of Lechau Farmers' Co-operative Society Limited and whereas the said Thaddayo N. Ochieng' is unable to act as liquidator:

Now, therefore, I hereby appoint the District Co-operative Officer, Nakuru, to be liquidator in the matter of the aforesaid co-operative society.

Given under my hand at Nairobi this 30th day of March, 1971.

J. K. MUTHAMA,  
*Commissioner for Co-operative Development.*

GAZETTE NOTICE No. 988

## THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, sections 65 and 69)

## APPOINTMENT OF LIQUIDATOR

(Variation Order)

WHEREAS by orders dated as shown in column II in the Schedule below Lazaro arap Ruto was appointed liquidator of societies shown in column I in the said Schedule and whereas the said Lazaro arap Ruto is unable to act as liquidator:

Now, therefore, I hereby appoint the District Co-operative Officer, Nakuru, to be liquidator in the matter of the co-operative societies shown in the said Schedule.

## SCHEDULE

Column I	Column II
Changilia Co-operative Society Limited ...	23.7.1969
Eburru Farmers' Co-operative Society Ltd. ...	4.7.1969
Lake Co-operative Society Limited ...	4.7.1969
Sabugu African Farmers Co-operative Society Ltd.	30.6.1969

Given under my hand at Nairobi this 30th day of March, 1971.

J. K. MUTHAMA,  
*Commissioner for Co-operative Development.*

GAZETTE NOTICE No. 989

## THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 61 (1))

## INQUIRY ORDER

WHEREAS, I have, of my own accord, decided that inquiries be held into the by-laws, working and financial condition of—

- Kianda Co-operative Society Limited,
- Riabai Co-operative Society Limited,
- Kihoto Farm Co-operative Society Limited,
- Wangatabus Farmers Co-operative Society Limited,
- Mwiyetheri Farmers Co-operative Society Limited,
- Uchekeini Farmers Co-operative Society Limited,
- Bibron Farmers' Co-operative Society Limited,
- Mwangaza Farmers Co-operative Society Limited,
- Kirangi Farmers Co-operative Society Limited,
- Kahiriga Co-operative Society Limited,
- Mutamaiyu Farmers' Co-operative Society Limited,
- Ngerecha Farmers' Co-operative Society Limited,
- Momoi Farmers' Co-operative Society Limited,
- Haraka Farmers' Co-operative Society Limited,
- Waitugi Farmers' Co-operative Society Limited,
- Ngorano Farmers Co-operative Society Limited:

Now, therefore, I hereby authorize the District Co-operative Officer, Nakuru, to hold such inquiries at such places and at such times as may be expedient and duly notified by him.

The attention of all officers and members of the societies is directed to the following sections of the Co-operative Societies Act:—

Section 61.—Inquiry by the Commissioner for Co-operative Development.

Section 63 (1).—Costs of Inquiry.

Section 63 (2).—Recovery of Costs.

Section 87.—Offences.

Dated at Nairobi this 30th day of March, 1971.

J. K. MUTHAMA,  
*Commissioner for Co-operative Development.*

GAZETTE NOTICE No. 990

## 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
1603	Asbit Limited.
1968	New Africa Building Company Limited.
3573	Woodlands Estate Co. Limited.
3767	Khushaldas & Son Limited.
5395	Kivulini Limited.
5834	Katulani Produce & General Store Limited.
6387	Mulango Trading Company Limited.
6620	Kagai Limited.
7303	Graphic Arts Machinery Supply Limited.
7483	Laikipia Saw Mills Limited.

Dated this 8th day of April, 1971.

O. M. SAMEJA,  
*Assistant Registrar of Companies.*

GAZETTE NOTICE No. 991

## THE COMPANIES ACT

(Cap. 486)

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

## PRIVATE COMPANIES

Name of Company	Nominal Capital Sh.	Address of Registered Office
B. S. Mohindra and Company (Kenya) Limited	1,000,000	L.R. 209/684, Avon House, Jivanjee Street, P.O. Box 1832, Nairobi.
Chila Limited	200,000	Plot No. 209/560, Corner of Government Road/River Road, P.O. Box 9673, Nairobi.
Pioneer Electronics Limited	150,000	Plot No. 19, Section XXIV, Africa House, Nkrumah Road, P.O. Box 82696, Mombasa.
Moloo Brothers (Kenya) Limited	100,000	Plot No. 48, Section XX, Kilindini Road, P.O. Box 90111, Mombasa.
Alum Agencies Limited	2,000	L.R. 209/648, Bazaar Street, P.O. Box 938, Nairobi.
Macon Services Limited	20,000	L.R. 209/2540/2, Olympic House, P.O. Box 9580, Nairobi.
Chandrakant Vithaldas (Kenya) Limited	20,000	Plot No. 209/588, Royalty House, Government Road, P.O. Box 1684, Nairobi.
Rainbow Chemical Works Limited	50,000	L.R. 209/5884, Kingston Road, P.O. Box 10440, Nairobi.
Wason Timbers (Nanyuki) Limited	300,000	Near Railway Siding, Nanyuki, P.O. Box 24, Meru.
Kisumu Hillside Lodge Limited	50,000	L.R. 1148/607, Joshi Avenue, P.O. Box 691, Kisumu.
Bamburi Beach Hotel Limited	1,200,000	Plot Nos. 872 and 873, Section I, Mombasa, P.O. Box 10066, Mombasa.
Rumuruti Livestock Holdings Limited	60,000	L.R. 2486/87, Trust Mansion Limited, P.O. Box 5299, Nairobi.
Crawford Inn Limited	100,000	L.R. 209/1286/87, IPS Building, Kimathi Street, P.O. Box 8187, Nairobi.
Spring Valley Properties Limited	100,000	L.R. 209/2649, Hussein Suleman Road, P.O. Box 6764, Nairobi.
Masaba Saw Mills Limited	300,000	L.R. 6139, Endebess, P.O. Box 2033, Endebess.
Ardington Investments Limited	40,000	L.R. 209/2459, Muindi Mbingu Street, P.O. Box 1568, Nairobi.
New Thika Timber Merchant Limited	100,000	Plot No. 68, Broadway Street, P.O. Box 418, Thika.
Metalcraft Limited	2,000	Sadler House, Koinange Street, P.O. Box 12982, Nairobi.
Agri. Chemical Industries (Kenya) Limited	100,000	Bombay House, Tom Mboya Street, P.O. Box 7159, Nairobi.
Rukinga Ranching Company Limited	500,000	Mutual Building, Kimathi Street, P.O. Box 6, Nairobi.
Nyando Farmers Company Limited	50,000	Plot No. 220, Muhoroni Settlement Scheme, P.O. Box 82, Muhoroni.
Kenya Projects and Investments Limited	20,000	Gloucester House, Tom Mboya Street, P.O. Box 7298, Nairobi.
Industrial Management Services Limited	100,000	Gloucester House, Tom Mboya Street, P.O. Box 7298, Nairobi.
Office Hotels Limited	20,000	Gloucester House, Tom Mboya Street, P.O. Box 7298, Nairobi.
Pan Africa Enterprises (Kenya) Limited	20,000	Gloucester House, Tom Mboya Street, P.O. Box 7298, Nairobi.
West Kenya Tyre Sales Limited	20,000	Plot No. 546, Section XXXV, Accra Street, P.O. Box 520, Kisumu.
Kenya Prefab Company Limited	30,000	L.R. 209/6441, Ilford Road, P.O. Box 8459, Nairobi.
Sharnbrook Limited	40,000	College House, University Way, P.O. Box 6578, Nairobi.
Computer Services Limited	20,000	Hughes Building, Kenyatta Avenue, P.O. Box 3188, Nairobi.
Mbekey Farm Limited	200,000	L.R. 5322/2, Moiben, P.O. Box 3023, Moiben.
Kenya Wildlife Tours Limited	50,000	L.R. 209/1286/87, I.P.S. Building, Kimathi Street, P.O. Box 8187, Nairobi.
Tealand Bookshop Limited	15,000	Uhuru Road, Kericho, P.O. Box 3054, Bomet.
Overseas Food Services (Africa) Limited	175,000	c/o P and M Limited, Pearl Assurance House, Wabera Street, P.O. Box 3963, Nairobi.
R. J. Patel Music Store Limited	100,000	Plot No. 28, Section XLIX, Kenyatta Avenue, P.O. Box 103, Nakuru.
Mugutha Properties Limited	250,000	Plot No. 3, Kibicho Trading Centre, P.O. Box 175, Ruiru.
Keekorok Filling Station Limited	20,000	Keekorok Game Lodge, Mara Game Reserve, P.O. Box 12, Narok.
Apee Drapers (Kenya) Limited	30,000	Plot No. 1104/145, Njiricheke Street, P.O. Box 243, Meru.
Samia United Enterprises Limited	20,000	Plot No. 762, Bamburi Road, P.O. Box 98244, Mombasa.
Tigoni Properties Limited	1,128,000	Lullington House, Queensway, P.O. Box 625, Nairobi.
Kasawa Investment Limited	200,000	Plot No. 209/579, Government Road, P.O. Box 3606, Nairobi.
Podho Safaris Limited	500,000	L.R. 1148/3/XVIII, Achieng Oneko Road, P.O. Box 1258, Kisumu.
General Carriers Limited	25,000	Plot No. 453, Section XVII, Kenyatta Avenue, P.O. Box 81547, Mombasa.
Mnasi Moja Investments Limited	20,000	Stanbank House, Government Road, P.O. Box 4286, Nairobi.
Sham Enterprises Limited	20,000	Plot No. 41, Section XXIV, Makadara Road, P.O. Box 82778, Mombasa.
Kenya Bowling Centres Limited	20,000	L.R. 209/7217, P.O. Box 2425, Nairobi.
Aquva Agencies Limited	200,000	Plot No. 37/332, Buckleys Road, P.O. Box 4067, Nairobi.
Standard Services Limited	2,000	L.R. 209/625, Standard Bank Chambers, Kimathi Street, P.O. Box 3141, Nairobi.
Executive Secretarial College Limited	5,000	L.R. 209/1287, IPS Building, Kimathi Street, P.O. Box 1069, Nairobi.
Sabatia Saw Millers Limited	50,000	Plot No. 483, Government Road, P.O. Box 6055, Nairobi.
Express Bakery Limited	100,000	Plot No. 209/2490/II, P.O. Box 9727, Ngara Road, Nairobi.
Investment-Finance Promoters Limited	60,000	Plot No. 4984, Jamia House, Jeevanjee Street, P.O. Box 2198, Nairobi.
Ngugi Produce Store Limited	40,000	Plot No. 1104/61, Njuri Ncheke Road, P.O. Box 35, Meru.
Syndicate Securities Limited	200,000	Ottoman Building, Kimathi Street, P.O. Box 20218, Nairobi.
Provident Securities Limited	200,000	Ottoman Building, Kimathi Street, P.O. Box 20218, Nairobi.
Masaku East West Company Limited	20,000	L.R. 209/217, Ngei Road, P.O. Box 174, Machakos.
Maraj Din and Sons Limited	40,000	L.R. 209/477/37, River Road, P.O. Box 669, Nairobi.
Aviation Electronics Limited	80,000	L.R. 209/2439/10-12, Koinange Street, P.O. Box 1968, Nairobi.
Associated Flats Limited	20,000	L.R. 209/4914, Esso House, Queensway, P.O. Box 5299, Nairobi.
Kimana Safaris Lodge Limited	40,000	Queensway Trustees Limited, Queensway House, York Street, P.O. Box 30158, Nairobi.
Terrace Investments Limited	100,000	L.R. 209/2678, Khan Road, P.O. Box 10143, Nairobi.
Crossways Farm Limited	20,000	Solar House, Harambee Avenue, P.O. Box 7383, Nairobi.
Ngendo (Kenya) Limited	2,000	Heshima Road, P.O. Box 4561, Nairobi.
Eldoret Building Contractors Limited	50,000	Plot No. 9, Section 10, India Street, P.O. Box 330, Eldoret.
Nairobi Wine and Spirits Limited	60,000	Mansion House, Wabera Street, P.O. Box 443, Nairobi.
Sonning Road Flats Limited	20,000	Hajee Mansion, Gulzaar Street, P.O. Box 2867, Nairobi.
Ashby Pearce (Training Services) Limited	30,000	Mansion House, Wabera Street, P.O. Box 9733, Nairobi.
Nyanza Containers Limited	300,000	Plot No. 611, Allah Bux Street, P.O. Box 1404, Kisumu.
Tabs Investments Limited	20,000	Tom Mboya Street, P.O. Box 1237, Nairobi.
Alpha Whisky Limited	20,000	St. Austin's Road, L.R. 3734/551, P.O. Box 15053, Nairobi.
Midway Garments Limited	10,000	L.R. 2116/10/IV, Kenyatta Street, P.O. Box 103, Kitale.
Mac Estate Agencies Limited	20,000	Hughes Building, Kenyatta Avenue, P.O. Box 953, Nairobi.
Top Sound Centre Limited	50,000	L.R. 209/2492, Kimathi Street, P.O. Box 1704, Nairobi.
Terry Wool Limited	50,000	Plot No. 28, Section XLIX, Kenyatta Avenue, P.O. Box 229, Nakuru.
Kondamet Farm Limited	160,000	L.R. 8905/4, Molo, P.O. Box 103, Molo.
Timberwood Kenya Limited	100,000	L.R. 451/515, Timber Mill Road, P.O. Box 1002, Nakuru.

## PUBLIC COMPANIES

Buret Education Association	A Company Limited by Guarantee and not having a Share Capital	Electricity House, P.O. Box 30040, Nairobi.
Mwichiri Farmers Limited	500,000	Plot No. 82, Njirincheke Street, P.O. Box 69, Meru.
The Mgeno Ranching (Directed Agricultural) Company Limited	180,000	Plot 1, Mwatate, P.O. Box 1081, Wundanyi.
Londiani Farmers Company Limited	200,000	Plot No. 22, Section IV, Londiani Township.

## FOREIGN COMPANIES

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

Name of Company	Nominal Capital Sh.	Address of Registered Office
Nissho-Iwai Company Limited .. .. .	—	Japan.
Gama Limited .. .. .	200,000	Uganda.

8th April 1971.

O. M. SAMEJA,  
Assistant Registrar of Companies.

## GAZETTE NOTICE No. 992

## THE NATIONAL MUTUAL LIFE ASSOCIATION OF AUSTRALASIA LIMITED

(Incorporated in Victoria, Australia)  
447 Collins Street, Melbourne, Australia  
LOSS OF POLICY

Policy No. 532957 for Sh. 5,000 dated 27th May, 1935, on the life of Tulsidas Meghji and the property of Tulsidas Meghji.

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

H. G. WALKER,  
General Manager.

## GAZETTE NOTICE No. 993

## THE PIONEER GENERAL ASSURANCE SOCIETY LIMITED

P.O. Box 20333, Nairobi, Kenya  
LOSS OF POLICY

Life Assurance Policy No. 347265 for Sh. 20,000 dated the 30th November, 1963, in the name and on the life of Miss Paulina Kadali.

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

Nairobi, SHAMSUDEEN NIMJI,  
2nd April, 1971. Director.

## GAZETTE NOTICE No. 994

THE LOCAL GOVERNMENT ELECTION RULES, 1970  
THE EMBU MUNICIPAL COUNCIL

## NOTICE OF ELECTION

AN ELECTION is to be held to determine the councillors to serve in the Municipal Council of Embu in respect of the following vacant seats in the undermentioned electoral areas:—

Electoral Area	Registration Unit No.	Number of seats Vacant
Embu Town/Kangaru, Mbeti	1601 266, 1600 and 1602	6

Preliminary elections will be held on the 24th day of April, 1971.

Nomination papers for preliminary elections may be delivered by candidates to the Returning Officer at District Commissioner's office, Embu, between the hours of eight o'clock in the morning and noon on the 13th day of April, 1971.

Forms for nomination for preliminary elections may be obtained at the District Commissioner's office, Embu, on any week-day between the hours of nine o'clock in the morning and noon. The Returning Officer will prepare a nomination paper for signature at the request of an elector.

The day for nomination, of person selected at the preliminary elections, for the final election will be the 8th day of May, 1971, and such nomination shall be effected at the office of the Returning Officer aforesaid.

If the final election is contested the poll will take place on the 22nd day of May, 1971.

Dated this 31st day of March, 1971.

E. A. MURAGURI,  
Returning Officer, Embu.

## GAZETTE NOTICE No. 995

THE MUNICIPAL COUNCIL OF KITALE  
1971 VALUATION ROLL

NOTICE is hereby given that the valuation roll for 1971 for the Municipal Council of Kitale has been laid before a meeting of the Municipal Council of Kitale as required by section 9 of the Valuation for Rating Act, and is now available for public inspection. Any person may, during ordinary business hours, inspect valuation roll and take copies or extracts from it.

Any person who is aggrieved—

- by the inclusion of any rateable property, in or by the omission of rateable property from the roll 1971; or
- by any value ascribed in the roll 1971, to any rateable property, or by any other statement made or omitted to be made in the same with respect to any rateable property,

may lodge an objection in writing with the Town Clerk, Municipal Council of Kitale, P.O. Box 260, Kitale, at any time before the expiration of 28 days from the date of publication of this notice.

No person shall be entitled to lodge any objection before a Valuation Court unless he has first lodged such notice of objection as aforesaid.

Provided that it shall be competent for a Valuation Court to agree to consider any objection although notice thereof has not been given in accordance with section 10 of the Valuation for Rating Act.

B. O. WAMBAYI,  
Town Clerk,  
Town Hall,  
P.O. Box 260, Kitale.

Kitale,  
7th April, 1971.

## GAZETTE NOTICE No. 996

## THE COUNTY COUNCIL OF KIPSIGIS

## SUPPLEMENTARY VALUATION ROLLS, 1970

NOTICE is hereby given that the Draft Supplementary Valuation Rolls for the year 1970 in respect of Kericho, Lumbwa, Londiani, Sotik and Fort Ternan Townships and Kedowa Trading Centre have been laid before a meeting of the County Council of Kipsigis and are now available at the offices of the County Treasurer, Kericho, for public inspection during normal office hours.

Under section 11 of the Valuation for Rating Act any person who is aggrieved—

- by the inclusion of any rateable property in, or by the omission of any rateable property from the draft supplementary valuation rolls; or
- by any value ascribed in the draft supplementary valuation rolls to any rateable property, or by any other statement made or omitted to be made in the same with respect to any rateable property,

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

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

S. SOI,  
Clerk of the Council,  
County Council of Kipsigis,  
P.O. Box 154, Kericho.

Kericho,  
7th April, 1971.

## GAZETTE NOTICE No. 997

**THE VALUATION FOR RATING ACT**  
**SUPPLEMENTARY VALUATION ROLLS, 1969**

NOTICE is hereby given that the Supplementary Valuation Rolls for the year 1969 in respect of Konza, Ulu, Athi River, Kiu and Masaku Townships have been laid before a meeting of the Masaku County Council and are now available at the County Council offices for public inspection during normal office hours.

Under section 11 of the Valuation for Rating Act, any person who is aggrieved—

- (a) by inclusion of any rateable property in or by the omission of any rateable property from, draft valuation roll or supplementary valuation roll; or
- (b) by any value ascribed in any draft valuation roll or draft supplementary valuation roll to any rateable property,

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

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

D. M. MUSAU,  
*Clerk to Council,*  
 P.O. Box 149, Machakos.

Machakos,  
 1st April, 1971.

## GAZETTE NOTICE No. 998

**THE EMBU URBAN COUNCIL**  
**THE VALUATION FOR RATING ACT**  
**SUPPLEMENTARY VALUATION ROLL, 1970**  
*Embu Township*

NOTICE is hereby given that whereas no objection to the Draft Supplementary Valuation Roll, 1970, has been received, the said roll has been signed as certified to the effect in accordance with section 12 (1) of the Valuation for Rating Act (Cap. 266) and now becomes Supplementary Valuation Roll 1970, for Embu Township.

H. S. MWANIKI,  
*Clerk,*  
*Embu Urban Council,*  
*Urban Council Offices,*  
 P.O. Box 36, Embu.

## GAZETTE NOTICE No. 999

**THE SIRIKWA COUNTY COUNCIL**  
**NANDI HILLS TOWNSHIP**  
**DRAFT SUPPLEMENTARY VALUATION ROLL, 1970**

NOTICE is hereby given that the Draft Supplementary Valuation Roll, 1970 for Nandi Hills Township has been laid before a meeting of the Sirikwa County Council, in compliance with the provisions of section 10 (2) of the Valuation for Rating Act (Cap. 266), and is now available at the offices of the Clerk to the Sirikwa County Council, for public inspection.

In conformity with the provisions of section 11 of the Valuation for Rating Act, any person aggrieved—

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

may lodge an objection in writing to the Clerk to Sirikwa County Council, P.O. Box 100, Eldoret, at any time before the expiration of 28 days from the date of publication of this notice. Any objection shall be made in writing.

No person shall be entitled to lodge any objection before a Valuation Court unless he shall have first lodged such notice of objection as aforesaid.

Forms of objection may be obtained from the undersigned.

S. ARAP RUTO,  
*Clerk to Council,*  
 P.O. Box 100, Eldoret.

Eldoret,  
 25th March, 1971.

## GAZETTE NOTICE No. 1000

**THE MUNICIPAL COUNCIL OF MOMBASA**  
**THE VALUATION FOR RATING ACT**  
*(Cap. 266)*

**DRAFT SUPPLEMENTARY VALUATION ROLL, 1971**

NOTICE is hereby given that the Draft Supplementary Valuation Roll, 1971, in respect of the Municipality of Mombasa, excluding those parts of the Municipality of Mombasa which were added to the existing Municipality of Mombasa by the operation of section 30 of the Municipalities (Amendment and Miscellaneous Provisions) Act, 1959, has now been completed and laid before a meeting of the Municipal Council of Mombasa on 6th April, 1971.

The said roll is available at the Town Hall, Mombasa, for public inspection during normal office hours.

Any person who is aggrieved—

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

may lodge an objection with the Town Clerk.

Objections must be made in writing on the form provided (copies of which may be obtained on application) and must be received at the Town Hall, Mombasa, at any time before the expiration of 28 days from the date of publication of this notice.

No person shall be entitled to urge any objection before a Valuation Court unless he shall first have lodged such notice of objection as aforesaid.

Dated this 7th day of April, 1971.

N. M. ADEMBESA,  
*Town Clerk,*  
 Town Hall, Mombasa.

## GAZETTE NOTICE No. 1001

**THE MUNICIPAL COUNCIL OF MOMBASA**  
**THE VALUATION FOR RATING ACT**  
*(Cap. 266)*

**THE RATING (MOMBASA ADDED AREAS)**  
**REGULATIONS**

**SUPPLEMENTARY PROVISIONAL ASSESSMENT ROLL, 1971**

NOTICE is hereby given that the Supplementary Provisional Assessment Roll, 1971, in respect of those parts of the Municipality of Mombasa which were added to the former boundaries of the Municipality of Mombasa by the operation of section 30 of the Municipalities (Amendment and Miscellaneous Provisions) Act, 1959, was laid before a meeting of the Municipal Council of Mombasa on 6th April, 1971, in accordance with the provisions of the above-mentioned Regulations.

The Supplementary Provisional Assessment Roll is available at the Town Hall, Mombasa, for public inspection and any person may inspect the same without charge during ordinary business hours and may take copies or extracts therefrom.

Any person may lodge an objection with the Town Clerk on any of the following grounds:—

- (i) That rateable property which should have been included has been omitted from the Supplementary Provisional Assessment Roll, 1971;
- (ii) that the zonal assessment ascribed to any assessment zone included in the Supplementary Provisional Assessment Roll, 1971, is incorrect;
- (iii) that the acreage of any rateable property has not been correctly stated in the Supplementary Provisional Assessment Roll, 1971;
- (iv) that, having regard to the zonal assessment the assessment of any rateable property is incorrect;
- (v) that the Supplementary Provisional Assessment Roll, 1971, contains some other error, omission or misdescription.

Any objection to the Supplementary Provisional Assessment Roll, 1971, may be made in the form set out in the Schedule to the above-mentioned Regulations and must be lodged with the Town Clerk at the Town Hall, Mombasa, at any time before the expiration of 28 days from the date of publication of this notice.

Forms of objection may be obtained on application to the undersigned.

No person shall be entitled to have an objection heard by a Valuation Court unless he shall first have lodged a notice of objection as aforesaid.

Dated this 7th day of April, 1971.

N. M. ADEMBESA,  
*Town Clerk,*  
 Town Hall, Mombasa.

## GAZETTE NOTICE No. 1002

THE CITY COUNCIL OF NAIROBI  
THE STREET ADOPTION ACT  
(Cap. 406, section 8 (2))

## UNADOPTED STREET WORKS—SWINDON ROAD AND BATTERSEA ROAD

WHEREAS the City Council of Nairobi at its ordinary meeting held on the 6th April, 1971 resolved that provisional apportionments of the cost of constructing Swindon Road and Battersea Road be approved and that the Town Clerk be authorized to serve provisional apportionment notice upon the plot owners concerned;

AND WHEREAS such notices have been sent by registered post to the last known postal address of these owners;

AND WHEREAS full details of the apportionments in respect of the above-mentioned Roads are set out below;

NOTICE is hereby given to all the owners listed herein that in the event that the registered apportionment notice is returned as undelivered, or if service has not been effected for any other reason, the service of the said apportionment notice shall be deemed to have been effected by the publication of this notice in the Kenya Gazette and in a newspaper circulating in Kenya.

## UNADOPTED STREET WORKS—PROVISIONAL APPORTIONMENT

## SCHEME: SWINDON ROAD

Serial No.	Plot No.	Owner's Name and Address	Frontage Metres	Cost per Metre	Apportionment
				Sh.	cts.
	L.R.				
1.	37/178	Bir Singh s/o Atma Singh, P.O. Box 18082, Nairobi	28-083	18,323	70
2.	37/158	Kartar Kaur w/o Daulat Singh and Balbir Kaur w/o Swarn Singh, P.O. Box 1397, Nairobi	28-083	18,323	70
3.	37/157	M/s. Norman Engineering Works, P.O. Box 2746, Nairobi	28-333	18,486	85
4.	37/47/5	Mr. Sandarilaw Ganpatial, P.O. Box 63, Nairobi	66-385	43,315	15
5.	209/2846	Mohan Singh s/o Ban Singh Ujagar Singh Virdee s/o Kishen Singh, P.O. Box 11074, Nairobi	37-202	24,273	70
6.	209/3107	Nairobi City Council	116-565	76,056	90
TOTAL..			304-651	198,780	00

## UNADOPTED STREET WORKS—PROVISIONAL APPORTIONMENT

## SCHEME: BATTERSEA ROAD

Serial No.	Plot No.	Owner's Name and Address	Frontage Feet	Cost per Foot	Apportionment	Area Acres	Cost per Acre	Apportionment	Total Apportionment
					(A)			(B)	(A+B)
					Sh.	cts.		Sh.	cts.
	L.R.37/								
1.	332	Mr. Prabhulal C. Shah, P.O. Box 5913, Nairobi	90-73		9,266	50	0-1842	4,468	10
2.	333	Mr. R. R. Shah, P.O. Box 1614, Nairobi	38-83		3,965	80	0-0854	2,071	60
3.	334	Mr. Ajit Singh, P.O. Box 1268, Nairobi	38-83		3,965	80	0-0857	2,078	00
4.	343	Mr. Ratilal T. Shah, P.O. Box 5913, Nairobi	194-17		19,831	20	0-4318	10,474	10
5.	336	M/s. Gurbakhsh S. and Others, P.O. Box 8686, Nairobi	32-81		3,351	00	0-0411	996	95
6.	78	Mrs. S. M. Thompson, P.O. Box 228, Nairobi	53-01		5,414	10	0-0637	1,545	20
7.	79	M/s. A. H. Adam (E.A.) Limited, P.O. Box 1986, Nairobi	68-65		7,011	40	0-1324	3,211	60
8.	80	Mrs. Kanchanben w/o Shah C. Tejshi, P.O. Box 5913, Nairobi	68-65		7,011	40	0-1328	3,221	30
9.	81	Mr. Ratilal C. Shah, P.O. Box 5913, Nairobi	68-65		7,011	40	0-1332	3,231	00
10.	82	Mr. R. Champshi Shah, P.O. Box 5913, Nairobi	68-65		7,011	40	0-1336	3,240	70
11.	83	Mr. Prabhulal C. Shah, P.O. Box 5913, Nairobi	53-10		5,423	25	0-0648	1,571	85
12.	354	Mr. Zafru-Deen, P.O. Box 566, Nairobi	56-79		5,800	15	0-0693	1,681	00
13.	355	Mr. Harbans Singh Sikh, P.O. Box 5045, Nairobi	62-69		6,392	50	0-1435	3,480	85
14.	356	Mr. G. Jagrosso, P.O. Box 9951, Nairobi	62-65		6,398	65	0-1439	3,490	55
15.	288	M/s. Factual Films Limited, P.O. Box 8290, Nairobi	62-98		6,432	35	0-1449	3,509	95
16.	289	Mr. N. A. Esmail, P.O. Box 9056, Nairobi	56-86		5,807	20	0-0700	1,698	00
17.	307	Mr. F. A. Esmail and Others, P.O. Box 9056, Nairobi	58-69		5,994	20	0-1432	3,473	60
18.	308	M/s. Isher Singh Jiwa and Others, P.O. Box 10233, Nairobi	64-38		6,575	35	0-1478	3,585	15
19.	309	M/s. Bristol Court Limited, P.O. Box 3401, Nairobi	64-38		6,575	35	0-1478	3,585	15
20.	310	M/s. Bristol Court Limited, P.O. Box 3401, Nairobi	58-36		5,960	50	0-1432	3,473	60
21.	188	Mr. Swarn Singh, P.O. Box 1397, Nairobi	52-17		5,228	30	0-1282	3,109	75
22.	187	Mr. N. J. Dave, P.O. Box 10783, Nairobi	57-87		5,910	45	0-1328	3,211	30
23.	186	M/s. Autowares Limited, P.O. Box 11496, Nairobi	57-87		5,910	45	0-1328	3,211	30
24.	185	Mr. Rinaldo Petrozzi, P.O. Box 2853, Nairobi	51-84		5,294	60	0-1282	3,109	75
25.	325	The Motor Service Company Limited, P.O. Box 5912, Nairobi	265-78		27,144	90	1-524	36,967	45
26.	385	M/s. Express Transport Company Limited, P.O. Box 433, Nairobi	241-76		24,691	70	1-387	33,644	25
27.	323	M/s. M. Dween and Jessop, P.O. Box 276, Nairobi	241-75		24,690	65	1-3864	33,629	70
28.	353	M/s. Dedar Singh and Others, P.O. Box 9959, Nairobi	42-52		4,342	70	0-1377	3,340	15
29.	352	M/s. Desai Motors Limited, P.O. Box 11499, Nairobi	42-69		4,360	05	0-1375	3,335	30
30.	351	M/s. Desai Motors Limited, P.O. Box 11499, Nairobi	42-39		4,329	40	0-1372	3,328	05

## SCHEME: BATTERSEA ROAD—(Contd.)

Serial No.	Plot No.	Owner's Name and Address	Frontage Feet	Cost per Foot	Apportionment (A)	Area Acres	Cost per Acre	Apportionment (B)	Total Apportionment (A+B)
					Sh. cts.			Sh. cts.	Sh. cts.
31.	L.R.37/348	Mr. G. H. Kaur, P.O. Box 3846, Nairobi ..	42-60		4,350 85	0-1372		3,328 05	7,678 90
32.	387	Mr. R. Habib, P.O. Box 3095, Nairobi ..				0-699		16,955 55	16,955 55
33.	273	M/s. Cooper Motors Company Limited, P.O. Box 30135, Nairobi ..	254-77		26,020 45	1-461		35,439 30	61,459 75
34.	88	Mr. Balwant R. A. Vadgama, P.O. Box 1300, Nairobi ..	51-13		5,222 05	0-1633		3,961 15	9,183 20
35.	89	M/s. Pan African Press Limited, P.O. Box 8064, Nairobi ..			5,245 55	0-1633		3,961 15	9,206 70
36.	90	M/s. Dilbagh Singh Bros. (Investment) Limited, P.O. Box 927, Nairobi ..				0-403		9,775 50	9,775 50
37.	129	M/s. Pan African Press Limited, P.O. Box 8064, Nairobi ..	54-45		5,561 15	0-1733		4,203 70	9,764 85
38.	128	Mr. M. Purshottam Patel, P.O. Box 3887, Nairobi ..	54-71	Sh. 102.13304	5,587 70	0-1733	Sh. 24,256.859	4,203 70	9,791 40
39.	130	M/s. J. J. Patel and Sons Limited, P.O. Box 2197, Nairobi ..				0-422		10,236 40	10,236 40
40.	127	M/s. Partap Singh Flora and Kewal Singh Flora, P.O. Box 3899, Nairobi ..	54-48		5,564 20	0-1733		4,203 70	9,767 90
41.	131	Mr. M. M. Patel, P.O. Box 4137, Nairobi ..				0-422		10,236 40	10,236 40
42.	126	M/s. Swarn S. and Others, P.O. Box 12408, Nairobi ..	54-71		5,587 70	0-1733		4,203 70	9,791 40
43.	125	M/s. R. R. Bludia and Others, P.O. Box 11137, Nairobi ..	54-48		5,564 20	0-1733		4,203 70	9,767 90
44.	124	M/s. Manubhai and Company Limited, P.O. Box 3887, Nairobi ..	54-71		5,567 70	0-1733		4,203 70	9,791 40
45.	132	M/s. J. J. Patel and Sons Limited, P.O. Box 2197, Nairobi ..				0-412		9,995 85	9,993 85
46.	123	M/s. Highway Properties Limited, P.O. Box 2565, Nairobi ..	83-28		8,505 65	0-4079		9,894 40	18,400 05
TOTAL .. ..			3,231-08		330,000 00	13-6044		330,000 00	660,000 00

City Hall,  
Nairobi.  
16th April, 1971.

S. J. GETONGA,  
Acting Town Clerk

## GAZETTE NOTICE No. 1003

GOVERNMENT OF KENYA  
CENTRAL TENDER BOARD

## NOTICE No. 44/71

## Appointment of Auctioneers

APPLICATIONS are invited from registered auctioneers for appointment as Government Auctioneers for disposing of surplus or redundant stores/vehicles as and when required in the under-mentioned area for the period 1st July, 1971 to 30th June, 1973 in the:—

Western Province.

Those interested should apply in writing for a questionnaire to be issued by and returned to the Chief Purchasing Officer, Supplies Branch, Ministry of Works, P.O. Box 30346, Nairobi. Preference in appointment will be given to Kenya citizens.

Final time and date for submission of the questionnaires is 9 a.m. on 30th April, 1971.

S. J. MBUGUA,  
for Permanent Secretary for Works.

## GAZETTE NOTICE No. 1005

## DISSOLUTION OF PARTNERSHIP

NOTICE is hereby given that the partnership heretofore subsisting between Johana Okang'a Mbalanya and Velji Mulji under the firm name or style of Johana & Company at Plot No. 4576, Newark Road, Pumwani, Nairobi, has been dissolved by mutual consent as from the 7th day of April, 1971, by retirement therefrom of Velji Mulji, and the said business as from the 7th day of April, 1971, is being carried on by Johana Okang'a Mbalanya as the continuing partner.

All debts due to and owing by the said business up to and including the 7th day of April, 1971, will be received and paid by the continuing partner.

Dated at Nairobi this 8th day of April, 1971.

VELJI MULJI,  
Retiring Partner.

JOHANA OKANG'A MBALANYA,  
Continuing Partner.

## GAZETTE NOTICE No. 1006

THE TRANSFER OF BUSINESSES ACT  
(Cap. 500)

NOTICE is hereby given that the business of nursing home carried on by Mrs. Dhankaur w/o Harbans Singh Mangal Singh of P.O. Box 1930, Nairobi in the Republic of Kenya, on L.R. No. 209/3271/105, Sylleth Drive, Nairobi, under the name and style of Ideal Nursing Home, has, as from the 1st day of April, 1971, been sold and transferred to Sultanali Fazal and Noor Jehan Fazal who will carry on the same business at the same premises under the same firm name.

The address of the transferor is P.O. Box 1930, Nairobi.

The address of the transferees is P.O. Box 1748, Nairobi.

All debts due and owing by the transferor in respect of the said business up to and including the 1st day of April, 1971, will be received and paid by the transferor. The transferees are not assuming nor do they intend to assume liabilities incurred by the transferor in the said business up to and including the 1st day of April, 1971.

Dated at Nairobi this 31st day of March, 1971.

M. K. BHANDARI,  
for Bhandari & Bhandari,  
Advocates for the Transferor  
and the Transferees.

## GAZETTE NOTICE No. 1004

## THE BUSIA DISTRICT

## TENDERS FOR FOODSTUFF AND MISCELLANEOUS ITEMS

TENDERS are invited for supply of foodstuff and miscellaneous items to all Government Departments and Institutions in Busia District for the period of one year commencing from 1st January, 1971 to 31st December, 1971.

The items include milk powder, wheat flour (Atta Mark), njahi, milk, ghee (veg. 36-lb. tin), wood fuel, charcoal, capsicum, dhall, soup cubes and pearl barley.

Tender applications in sealed envelopes marked "Tender for Foodstuffs and Miscellaneous Items—1971" should be submitted to the office of the District Commissioner, Busia District, P.O. Box 14, Busia Market, so as to reach him not later than noon on Friday, the 30th April, 1971.

The Busia District Tender Board does not bind itself to accept the lowest tender. All tenderers are advised to quote prices separately per unit in metric stating the element of transport, if any.

Dated this 2nd day of April, 1971.

C. M. WABWIRE,  
for District Commissioner, Busia.

GAZETTE NOTICE No. 1007

## THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of boarding and lodging carried on by Roshanali Hassanali Jeevraj and Huseinali Hassanali Jeevraj of P.O. Box 84362, Mombasa, under the firm name or style of Shangrila Guest House at Plot No. L.R. 209/2490/14, Ngara Road, Nairobi, has, with effect from the 1st day of April, 1971, been sold and transferred to John Njenga 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 84362, Mombasa.

The address of the transferee is P.O. Box 12943, Nairobi.

The transferee does not assume nor does he intend to assume any liability incurred in the said business by the transferor up to and including the 31st day of March, 1971, 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 31st March, 1971.

M. G. SHARMA,  
*Advocate for the Transferor.*

MUNORU & CO.,  
*Advocates for the Transferee.*

GAZETTE NOTICE No. 1008

## NOTICE OF CHANGE OF NAME

I, Rajnikant Rambhai Bhikhabhai Amin, of P.O. Box 5392, Nairobi in Kenya, hereby give public notice that by a deed poll dated the 24th day of March, 1971, duly executed by me (and attested by A. H. Bhavada, Esq., advocate of Nairobi), heretofore called and known by the name of Rajnikant Rambhai Bhikhabhai Patel born at Chitrasar in India, on the 13th day of December, 1933, at present residing at Nairobi, formally and absolutely renounced and abandoned the use of my said former name of Rajnikant Rambhai Bhikhabhai Patel and in lieu thereof assumed and adopted the name of Rajnikant Rambhai Bhikhabhai Amin for all purposes, and I hereby authorize and request all persons to designate, describe and address me by such assumed and retained name of Rajnikant Rambhai Bhikhabhai Amin.

Dated at Nairobi this 7th day of April, 1971.

RAJNIKANT RAMBHAHAI BHIKHABHAI AMIN,  
*formerly known as Rajnikant Rambhai Bhikhabhai Patel.*

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