



THE KENYA GAZETTE

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SUPPLEMENT No. 30

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Legislative Supplement

LEGAL NOTICE NO.

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CORRIGENDA

Gazette Notice No. 895 of 8th April, 1971, on page 323, delete—

Index No.	Name	Ministry/Dept.	Station
6/S/I/1	Austin P. Onjenge	Health	Busia

and insert in his place—

Index No.	Name	Ministry/Dept.	Station
6/S/I/2	Benson K. Wang'ondou	Home Affairs	Bungoma

For

Index No.	Name	Ministry/Dept.	Station
4/S/I/48	S. K. Nantaniel	Home Affairs	Ruiru

Read

Index No.	Name	Ministry/Dept.	Station
4/S/I/48	S. K. Nathaniel	Home Affairs	Ruiru

On page 324—

For

Index No.	Name	Ministry/Dept.	Station
4/S/III/151	Okaewani Johnson Aggrey.	Health	Nairobi

Read

Index No.	Name	Ministry/Dept.	Station
4/S/III/151	Okacwani Johnson Aggrey.	Health	Nairobi

IN Gazette Notice No. 632 of 1971, page 240—

In serial 2 *substitute* "15th October, 1970" for "9th October, 1970" and in serial 5 *substitute* "Martin Antony Onyango" for "Martin Antony Ongango".

GAZETTE NOTICE No. 1009

PUBLIC SERVICE COMMISSION OF KENYA

APPOINTMENTS

ARTHUR CHEGE, to act as Senior Range Officer, Ministry of Agriculture, with effect from 25th January, 1971.

ZAKAYO RICHARD CHESONI, to act as Deputy Commissioner of Lands, Ministry of Lands and Settlement, with effect from 8th December, 1970.

ISAAC WAIITHAKA NJUGUNA, to be District Officer, Kericho District, Rift Valley Province, with effect from 2nd February, 1971.

CHARLES GEORGE MOENGA, to be District Officer, Baringo District, Rift Valley Province, with effect from 2nd October, 1970.

BETHUEL KINYANJUI WAIROKO, to be District Officer, Baringo District, Rift Valley Province, with effect from 17th December, 1970.

ANDREW MIATIA MNYOLMO, to be District Officer, Nandi District, Rift Valley Province, with effect from 1st February, 1971.

NELSON MUKARA SAKWA, to be District Officer, Siaya District, Nyanza Province, with effect from 1st October, 1970.

STEPHEN ONDIMU, to be District Officer, Siaya District, Nyanza Province, with effect from 20th November, 1970.

MOHAMED YUSUF HAJI, to be District Officer, Siaya District, Nyanza Province, with effect from 1st June, 1970.

RAYMOND KITIBI MUINDI, to be District Officer, Siaya District, Nyanza Province, with effect from 1st January, 1971.

BARING GATHECERE GICHINGA, to be District Officer, Kisii District, Nyanza Province, with effect from 1st February, 1971.

MOSES MUMBU MOINDE, to be Senior Assistant Secretary, Ministry of Natural Resources, with effect from 25th February, 1971.

PROMOTIONS

CHANDULAL MOHANLAL PANDYA, to be Senior Valuer, Ministry of Lands and Settlement, with effect from 5th June, 1970.

ZAKAYO RICHARD CHESONI, to be Deputy Commissioner of Lands, Ministry of Lands and Settlement, with effect from 8th December, 1970.

JOHN KAMAU MUCOKI, to be Assistant Director of Trade and Supplies, Ministry of Commerce and Industry, with effect from 7th April, 1971.

HIMATLAL RAMJIBHAI DOSHI, to be Provincial Co-operative Auditor (Audit Nucleus), Ministry of Co-operatives and Social Services, with effect from 7th April, 1971.

REVERSION

JAIRO AKIBAYA, ceased to act as Provincial Commissioner, Nyanza Province, with effect from 15th January, 1971.

Dated this 17th day of April, 1971.

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

GAZETTE NOTICE No. 1010

THE CONSTITUTION OF THE REPUBLIC OF KENYA

APPOINTMENT OF CHAIRMAN OF THE PUBLIC SERVICE COMMISSION

IN EXERCISE of the powers conferred upon me by section 106 (2) of the Constitution of Kenya, I, Mzee Jomo Kenyatta, President of the Republic of Kenya and Commander-in-Chief of the Armed Forces, hereby appoint—

WILLIAM NDALA WAMALWA

to be Chairman of the Public Service Commission, with effect from 9th April, 1971.

Dated this 15th day of April, 1971.

JOMO KENYATTA,
President.

GAZETTE NOTICE No. 1011

THE IRRIGATION ACT

(Cap. 347)

IN EXERCISE of the powers conferred by section 3, paragraph 1 of the Schedule to the Irrigation Act, the Minister for Agriculture hereby reappoints—

STANLEY MWANIKI

representing Central Province, to be a member of the National Irrigation Board.

Dated this 13th day of April, 1971.

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

GAZETTE NOTICE No. 1012

THE INDUSTRIAL AND COMMERCIAL DEVELOPMENT ACT

(Cap. 517)

REAPPOINTMENT OF DIRECTORS

IN EXERCISE of the powers conferred by section 4 (2) of the Industrial and Commercial Development Act, the Minister for Commerce and Industry hereby reappoints—

J. Keragori,

Sir Ernest Vassey,

as Directors of the Industrial and Commercial Development Corporation for a further term of three years. The said J. Keragori is hereby reappointed as the Chairman of the Board.

Dated this 19th day of April, 1971.

J. C. N. OSOGO,
Minister for Commerce and Industry.

GAZETTE NOTICE No. 1013

JUDICIAL SERVICE COMMISSION

APPOINTMENT OF DISTRICT MAGISTRATES

IN EXERCISE of the powers conferred by section 69 of the Constitution of Kenya and by sections 6, 7 and 8 of the Magistrate's Courts Act, 1967, the Judicial Service Commission hereby appoints the persons named in the first column to be District Magistrates, with power to hold a Magistrate's court of the class designated in the second column, and assigns them to the districts named in the third column.

Name	Class of Court	District
Wilson Emanuel Hiribae ..	First Class with effect from 10th April, 1971.	Garissa
Walter Peter Masibo Saisi ..	Third Class with effect from 10th April, 1971.	Moyale
Wilfred Francis Franklin Sibonde-Oduol.	First Class with effect from 2nd January, 1971.	Marsabit
Njuguna Manasi Kabugi ..	Third Class (Remand and Bail only) with effect from 10th April, 1971.	West Pokot
Mak' Osewe	Third Class with effect from 10th April, 1971.	Narok
George Omondi	Third Class with effect from 10th April, 1971.	West Pokot

Dated this 17th day of April, 1971.

M. K. MWENDWA,
Chairman,
Judicial Service Commission.

GAZETTE NOTICE No. 1014

TRANSFER—PERMANENT SECRETARIES

HIS Excellency the President has directed the transfer of the following Permanent Secretaries:—

J. KOITIE, to be Permanent Secretary, Ministry of Tourism and Wildlife.

G. MATHEKA, to be Permanent Secretary in the Office of the President—East African Community Secretariat.

SAMUEL KUNG'U, to be Permanent Secretary, Ministry of Lands and Settlement.

Dated this 21st day of April, 1971.

G. K. KARIITHI,
Permanent Secretary.

GAZETTE NOTICE No. 1015

(28/5/49)

THE PRISONS ACT
(Cap. 90)

APPOINTMENT OF A VISITING JUSTICE

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

FRONTON GODINHO

as a Visiting Justice to Wundanyi Prison in the Taita District, Coast Province.

Dated this 5th day of April, 1971.

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

*L.N. 692/1963.

GAZETTE NOTICE No. 1016

(28/5/22/Vol. II)

THE PRISONS ACT
(Cap. 90)

APPOINTMENT OF A VISITING JUSTICE

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

ROSENDO POLICARPO ABREO

as a Visiting Justice to Kiambu Prison in the Kiambu District, Central Province.

Dated this 5th day of April, 1971.

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

*L.N. 692/1963.

GAZETTE NOTICE No. 1017

(28/5/2/Vol. IV)

THE PRISONS ACT
(Cap. 90)

CANCELLATION OF APPOINTMENT AS A VISITING JUSTICE

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

GERALD BROWN

as a Visiting Justice to Nairobi Rem. All Prison, in the Nairobi Extra-Provincial District.

Dated this 5th day of April, 1971.

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

*L.N. 692/1963. †G.N. 1865/1969.

GAZETTE NOTICE No. 1018

(28/5/47/Vol. II)

THE PRISONS ACT
(Cap. 90)

CANCELLATION AND APPOINTMENT OF VISITING JUSTICES

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

(a) cancels the appointment† of—

Brian Eburn; and

(b) appoints—

Fronton Godinho,

as Visiting Justices to Mbololo Hills Prison in the Taita/Taveta District, Coast Province.

Dated this 6th day of April, 1971.

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

*L.N. 692/1963. †G.N. 3684/1970.

GAZETTE NOTICE No. 1019

(28/5/17A/Vol. VII)

THE BORSTAL INSTITUTIONS ACT
(Cap. 92)CANCELLATION OF APPOINTMENT OF THE MEMBERS OF
THE BOARD OF VISITORS

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

Prabhat Singh Mahida,

Longinus Atundo,

as the members of the Board of Visitors to Shikusa Borstal Institution, in the Kakamega District, Western Province.

Dated this 5th day of April, 1971.

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

*L.N. 692/1963. †G.N. 3707/1969. †G.N. 8/1964.

GAZETTE NOTICE No. 1020

THE METRIC SYSTEM ACT, 1968
(No. 63 of 1968)NOTICE FOR WEIGHING AND MEASURING INSTRUMENTS IN
KIAMBU DISTRICT TO BE SURRENDERED

PURSUANT to the provisions of section 5 of the Metric System Act, 1968, notice is hereby given that all persons within Kiambu District who have in their possession for use by way of trade any weighing or measuring instruments which indicates in units other than metric units are hereby required to surrender the said weighing or measuring instruments to an Inspector forthwith.

Dated this 8th day of April, 1971.

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

GAZETTE NOTICE No. 1021

THE METRIC SYSTEM ACT, 1968
(No. 63 of 1968)

NOTICE TO SISAL TRADERS

PURSUANT to the provisions of section 5 of the Metric System Act, 1968, notice is hereby given that all persons carrying out trade or engaged in transactions in sisal in Kenya, who have in their possession for use by way of trade any weighing or measuring instrument which indicates in units other than metric units are hereby required to surrender the said weighing or measuring instruments to an Inspector forthwith.

Dated this 8th day of April, 1971.

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

GAZETTE NOTICE No. 1022

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 13th 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.

*Vacancies in the Ministry of Commerce and Industry:**Assistant Director of Industries (No. 133/71)*

Salary scale.—£1,839 to £2,064. PENSIONABLE or AGREEMENT.

Applicants should possess a degree in Economics or a related subject and must have considerable experience in industry at a senior executive level. Civil servants without the above qualifications but who are, otherwise, specialized in industrial planning or economic development matters in a responsible position will be considered. The successful candidate will assist the Director of Industries in the formulation and implementation of industrial policies. He will be expected to supervise and plan the work of junior officers in the Industrial Division of the Ministry.

Industrial Development Officer (No. 134/71)

Salary scale.—£1,446 to £1,710. PENSIONABLE or AGREEMENT.

Applicants should possess a degree in Economics or a related subject preferably with some experience in industry, but civil servants with the knowledge of Industrial planning or project evaluation will also be considered. Duties will include the carrying out of industrial policies under the direction of the Director of Industries, with particular reference to forward planning and project implementation.

*Vacancies in the Ministry of Works:**Inspector of Materials (No. 135/71)*

Salary scale.—£858 to £1,068. PENSIONABLE or AGREEMENT.

Applicants must be of Cambridge School Certificate standard of education, and be proficient in English. They should have at least five years' practical experience in dealing with buildings and hardware materials. A sound knowledge of fresh and dry foodstuffs or the textile industry would be an advantage; and the ability to read and apply the conditions governed by the established Standard Specifications or some other selected specifications as related to manufactured goods is essential.

Inspector (Mechanical Services) (Electrical Branch) (Six Posts) (No. 136/71)

Salary scale.—£708 to £996. PENSIONABLE or AGREEMENT.

Applicants must possess the City and Guilds Mechanical Engineering Technician's Certificate final grade (an endorsement to this certificate will be deemed an advantage), or its equivalent, followed by at least two years' practical experience. Alternatively, they must possess a Grade I Trade Test Certificate in Mechanical Trade, followed by at least two years' experience in a supervisory position of Foreman or a comparable capacity in either or both of the following fields: (a) the preparation of design drawings, specifications and estimates for mechanical plant installations including stores, water heating and ventilation services in public buildings, hospitals, etc.; (b) the installation, operation and maintenance of steam mechanical plant installations including steam water heating and ventilation services. Experience in hospital engineering services which includes kitchen, laundry and specialist hospital equipment will be an advantage.

Foreman (Mechanical) (Building Services) (Five Posts) (No. 137/71)

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

Applicants must possess the East African Certificate of Education and the City and Guilds Mechanical Engineering Technician's Certificate final grade or its equivalent. Alternatively, they must hold a Grade I Trade Test Certificate in Fitting/Turning or an allied trade. They must, in addition, have at least three years' subsequent practical experience in the operation

and maintenance of plant and mechanical equipment in hospitals, large workshops, factories or similar buildings. Experience in steam installations will be an advantage. They must also be able to read and write English to the extent of being able to understand instruction manuals and spare parts books, read engineering drawings, prepare estimates of materials and labour and write reports.

Senior Laboratory Technologist, Ministry of Health (No. 138/71)

Salary scale.—£1,398 to £1,614. PENSIONABLE or AGREEMENT.

Applicants should be Fellows of the Institute of Medical Laboratory Technology, with five years' approved experience; or Associates of the Institute of Medical Laboratory Technology, with ten years' experience.

Cartographer Grade I, Town Planning Department, Ministry of Lands and Settlement (No. 139/71)

Salary scale.—£858 to £1,068. PENSIONABLE or AGREEMENT.

Applicants must have had sufficient and approved training and experience preferably for a period of six years in a physical planning office, or other related practice, in the preparation of topographical and survey plans and data. They should be capable of supervising the production of maps and plans from the gathering of data, through the compilation stage to the final printing. The successful candidate will be responsible for the programming production of topographical maps and air photographs from all sources; and the preparation of urban, regional and national maps in support of the work of the Town Planning Department.

Driving Test Examiner (Two Posts), Kenya Police (No. 140/71)

Salary scale.—£858 to £1,068. PENSIONABLE or AGREEMENT.

Applicants should be of Cambridge School Certificate standard of education and over 30 years of age. They should possess a sound and fair sense of judgment and must have a high standard of integrity as well as ability to deal with members of the public tactfully. They should be fluent in oral and written English and Swahili. They must have valid Driving Licences of Classes A, B, C, D, E, F, G and I, free from any endorsement, with at least five years' experience of continuous driving.

*Vacancies in the Ministry of Education:**Librarian (No. 141/71)*

Salary scale.—£708 to £1,068. PENSIONABLE or AGREEMENT.

Applicants must possess the Cambridge School Certificate or its equivalent, and should have obtained the Diploma of the East African School of Librarianship, or an acceptable equivalent qualification, leading to their being registered as Associates of the Library Association. They should have had considerable experience in an approved Library.

Senior Examinations Assistant (No. 142/71)

Salary scale.—£678 to £828. PENSIONABLE or AGREEMENT.

Applicants must be persons of high integrity and should possess a good school certificate, with at least three years' teaching experience, some of which should have been in a recognized secondary school. A knowledge of examination organization and education administration as well as ability to control staff is essential. The successful candidate will be required to organize in detail, the running of public examinations and to advise schools and the public on procedures and syllabuses.

GAZETTE NOTICE No. 1023

EAST AFRICAN CURRENCY BOARD

MARCH, 1971

Currency in circulation £EA 4,244,711

Nairobi,
14th April, 1971.

H. R. HIRST,
Secretary,
East African Currency Board.

GAZETTE NOTICE No. 1024

6 PER CENT KENYA STOCK 1994

FOR the purpose of preparing warrants for interest due on 29th June, 1971, the balances of several accounts in the above-mentioned stock will be struck at close of business on 29th May, 1971, after which date the stock will be transferable ex dividend.

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

GAZETTE NOTICE No. 1025

MINISTRY OF DEFENCE

LOSS OF L.P.O. FORM No. C431505

IT IS notified that the above L.P.O. Form has been lost. This L.P.O. Form has been cancelled and no liability will be accepted by the Ministry of Defence in respect of goods supplied or services rendered against the said L.P.O. Form.

GAZETTE NOTICE No. 1026

EAST AFRICAN CUSTOMS AND EXCISE DEPARTMENT

CUSTOMS TARIFF INTERPRETATION

IT IS notified for general information that the following amendments have been made to the interpretation of the Customs Tariff Schedule promulgated in the Tariff Interpretation Book (Revised October, 1965).

R. F. J. OXLEY,
for Ag. Commissioner-General
of Customs and Excise,
East Africa.

Customs House,
Mombasa.

1. Additions

Insert the following in alphabetical order on the pages indicated. The operative date in "Existing" except where otherwise shown.

Page	Article	
2	Acyland	4/71
2	Aeroseb-HC	4/71
4	Bleph	4/71
4	Blephamide	4/71
4	Brufen	4/71
5	Caritrol	4/71
5	Cedilamid	5/71
5	Chloroptic	4/71
5	Conjunction	4/71
6	Curasmin	4/71
7	Dalacinc	4/71
7	Daimeton	4/71
7	Deseril	4/71
8	Dytac	4/71
9	Egacen Durules	4/71
9	Ethamide	4/71
12	Herplex	4/71
12	HMS (Medrysone)	4/71
14	Kerecid	4/71
18	Para-Dolex	4/71
18	Paranate	4/71
18	Predmycin	4/71
18	Prednefrin	4/71
21	Spasmo-Dolex	4/71
22	Syntocinon	4/71
23	Tetrazym	4/71

Note.—No amendment was issued in the month of March.

GAZETTE NOTICE No. 1027

THE AGRICULTURE (CROP PRODUCTION) RULES

(Cap. 318, Sub. Leg.)

DECLARATION OF EARLIEST AND LATEST PLANTING DATES, 1971

Maize

IN EXERCISE of the powers conferred by section 5 of the Agriculture (Crop Production) Rules, the Kericho District Agricultural Committee hereby declares the dates set forth in the third column of the Schedule hereto to be respectively the 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
Londiani	1st March	30th April
Lumbwa and Chepsir	15th March	30th April
Tugenon		
Koru/Fort Ternan	16th February	30th April
BOMET		
(a) Locations 6 and 7	15th November	30th April
(b) Locations 4 and 5	1st February	30th April
Sotik Settlement	15th November	30th April
BELGUT		
(a) Soin	1st January	30th April
(b) Waldai/Mosop	1st February	30th April
BURET		
(a) Location 3	1st January	30th April
(b) Location 8	1st February	30th April

H. K. BWONYA,
for Chairman,
District Agricultural Committee,
Kericho.

GAZETTE NOTICE No. 1028

THE MINING REGULATIONS

(Cap. 306, Sub. Leg.)

EXPIRY OF LOCATION

NOTICE is hereby given in accordance with the provisions of regulation 32 (2) of the Mining Regulations that the under-mentioned location has expired:—

Eastern Province

District.—Meru.

Registered holder.—East and Central Africa Mining Co. (Kenya) Ltd.

Class.—Precious stones, lode.

Location No.—223/1.

Date of expiry.—20th February, 1971.

Dated this 16th day of April, 1971.

G. A. TAIT,
for Commissioner of Mines and Geology.

GAZETTE NOTICE No. 1029

THE MINING REGULATIONS

(Cap. 306, Sub. Leg.)

EXPIRY OF LOCATIONS

NOTICE is hereby given in accordance with the provisions of regulation 32 (2) of the Mining Regulations that the under-mentioned locations have expired:—

Eastern Province

District.—Machakos.

Registered holder.—Lonata Promotions Ltd.

Class.—Non-precious minerals, lode.

Location No.—242/1-6.

Date of expiry.—10th April, 1971.

District.—Embu.

Registered holder.—Northend Miners.

Class.—Non-precious minerals, lode.

Location No.—219/1-5.

Date of expiry.—13th February, 1971.

Dated this 16th day of April, 1971.

G. A. TAIT,
for Commissioner of Mines and Geology.

GAZETTE NOTICE No. 1030

THE MINING REGULATIONS

(Cap. 306, Sub. Leg.)

EXPIRY OF LOCATION

NOTICE is hereby given in accordance with the provisions of regulation 32 (2) of the Mining Regulations that the under-mentioned location has expired:—

Rift Valley Province

District.—Samburu.

Registered holder.—Karam Chand Bhakoo.

Class.—Non-precious minerals, lode.

Location No.—204/1.

Date of expiry.—12th March, 1971.

Dated this 16th day of April, 1971.

G. A. TAIT,
for Commissioner of Mines and Geology.

GAZETTE NOTICE No. 1031

THE MINING REGULATIONS

(Cap. 306, Sub. Leg.)

EXPIRY OF LOCATIONS

NOTICE is hereby given in accordance with the provisions of regulation 32 (2) of the Mining Regulations that the under-mentioned locations have expired:—

Rift Valley Province

District.—Kajiado.

Registered holder.—M. Gonella and Co. Ltd.

Class.—Non-precious minerals, lode.

Location Nos.—156/1, 157/1.

Date of expiry.—13th March 1971.

Dated this 16th day of April, 1971.

G. A. TAIT,
for Commissioner of Mines and Geology.

GAZETTE NOTICE No. 1032

CIVIL AIRCRAFT ACCIDENT

INSPECTOR'S INVESTIGATION

NOTICE is hereby given that an Inspector's Investigation is taking place into the cause of the accident which occurred on the 6th April, 1971, on Runway 06, Nairobi Airport, Kenya, to a Douglas DC3, 5Y-DCA, registered in the name of Directorate of Civil Aviation (EA), P.O. Box 30163, Nairobi, Kenya.

Any persons interested who desire to make representations as to the circumstances or cause of this accident should do so in writing to the Chief Inspector of Accidents, P.O. Box 30163, Nairobi, within 14 days of this notice and should quote the reference CAV/ACC/17/71.

Dated this 12th day of April, 1971.

D. C. STEWART,
Chief Inspector of Accidents.

GAZETTE NOTICE No. 1033

THE INDUSTRIAL COURT

CAUSE No. 4 OF 1971

Parties:—

Transport and Allied Workers' Union
and
Archer's Cabs Ltd.

Issue in dispute:—

Dismissal of driver Peter Waweru without being paid one month's salary in lieu of notice.

1. The Transport and Allied Workers' Union shall hereinafter be referred to as the Claimants and Archer's Cabs Ltd. shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on the 18th day of March, 1971, and relied on their written and verbal submissions.

AWARD

3. Mr. Peter Waweru, the worker involved in this dispute, used to work for the Respondents as a driver in 1968. On 14th October, 1968, his services were terminated along with those of another driver, Mr. Kirugumi Irugo. In the letter of dismissal addressed to both these drivers, the Respondents stated, "It is obvious that both of you were intending to defraud the company. On 14th May, 1968, you, Kirugumi were warned about keeping the company's car away from the business. In view of the above you are both discharged without notice as from the date of this letter."

Mr. Waweru, who had worked for the Respondents for about 12 years and three months with a clean record, reported his dismissal to the Claimants who took up the matter on his behalf. The Branch Secretary saw a representative of the Respondents between 14th and 18th October, 1968. Eventually Mr. Waweru was paid a sum of Sh. 876/65 through two cheques, both dated 22nd October for Sh. 803/30 and Sh. 73/35. Mr. Waweru is alleged to have signed a receipt in full settlement and acknowledged that he had no further claim upon the Respondents.

Mr. Waweru cashed the cheques on 26th and 28th October and also reported to the Claimants that he had not been paid money in lieu of notice. The Claimants took up the matter once again with the Respondents on the question of payment in lieu of notice and apparently the matter dragged on until 17th July, 1969, when they reported a trade dispute to the Ministry of Labour in this regard.

From then on the matter was delayed until 27th July, 1970, when the Permanent Secretary informed the parties of his recommendations with a view to settling this dispute. The matter could not be settled as the Respondents rejected the recommendations made by the Permanent Secretary. The parties signed the Notification of Dispute Form A on 22nd January, 1971, and referred the matter to the Industrial Court.

The facts leading to the termination of Mr. Waweru and Mr. Irugo are set out in the Permanent Secretary's letter dated 27th July, 1970, to the parties and are as follows:—

"On 10th October, 1968, at the offices of Archer's Cabs Ltd., the driver Mr. Peter Waweru was instructed by his Head Driver, Mr. Pilgrim Kibe to go in Car No. KKK 304 to the E.A. Industries workshop where the car was required to collect Mr. Joseph Horoho to Jericho and leave him there, then collect Mr. Oduol from Jericho to the E.A. Industries factory with some keys which were required at the factory.

At about 9 a.m. Mr. Horoho was collected and Mr. Waweru was directed to drive to Jericho Estate where Mr. Oduol was to be collected. Unfortunately, things did not work well and the car had a puncture just near Ofafa Maringo before they had arrived at Jericho. Fortunately another car KKK 304 of the same company, Archer's Cabs Ltd., driven by Mr. Kirugumi arrived and the arrangements were made that Mr. Horoho had to go in car KKK 304 and the car No. KKK 304 driven by Mr. Waweru remained there for the puncture being repaired. When Mr. Waweru repaired the puncture he drove to the premises of E.A. Industries and

later back to the offices of Messrs. Archer's Cabs Ltd. where his services were terminated the next day by the management of Archer's Cabs Ltd."

In the same letter the "Findings and Recommendations" are as follows:—

"It has been established beyond reasonable doubt that Mr. Waweru actually made a journey to the E.A. Industries factory in the Industrial Area in car No. KKK 304 to pick up Mr. Horoho, an employee of the E.A. Industries. This was confirmed in evidence by Mr. Horoho that the car which picked him at the factory was KKK 304 and that it had a puncture near Ofafa Maringo. Mr. Horoho further confirmed that he was transferred to car No. 304 which later on had an accident in Factory Road. Again Mr. Waweru should have used his spare wheel to complete his journey himself. He got Mr. Kirugumi involved in matters in which he would not have found himself. If Mr. Kirugumi was driving car No. KKK 304 in the Eastlands Area without permission of the company, that was his own responsibility and should be held back to Nairobi Airport by the usual road. So far I find that these two drivers had not intentionally arranged to meet at Ofafa Maringo or somewhere else for a certain purpose.

Recommendations

Having considered all the facts from both parties, I come to the conclusion that the management were rather harsh in dismissing Mr. Waweru instantly for the incident which occurred on the evening of 10th October, 1968. He should have been given a severe warning and watched again for the second mistake of this nature. In view of the above, I find that Mr. Waweru should be paid a month's pay in lieu of notice and the payment should be made as quickly as possible. Finally I appeal to both parties to accept the above recommendation as a basis for the settlement of the reported trade dispute."

During the hearing the Court heard the evidence of Mr. Waweru on oath and is satisfied that when he signed the alleged receipt in full settlement he was in fact under the impression that he was signing in respect of the two cheques that he was given. He does not know how to read and write English and he was not explained by anyone as to what he was signing. In these circumstances, the Court cannot accept the validity of this receipt as far as the claim in respect of wages in lieu of a month's notice is concerned. The Respondents in their written submission conceded that Sh. 473/30 were due to Mr. Waweru but they could not explain, because of the lapse of over two years, as to how he was paid Sh. 876/65. They asked the Court, in the absence of records to the contrary, to draw a conjecture that Mr. Waweru received the payment in lieu of the notice. This, however, is not so because Mr. Waweru in his evidence explained that the amount over and above Sh. 473/30 was in respect of accrued leave for the previous years.

Yet once again the Court has to decide on a dispute some two years and five months after the incident, which led to it. Most of the delay is directly attributable to the officer entrusted with this matter in the Ministry of Labour. This is regrettable and the Court can do no more than sympathize with the Respondents if they have not been able to make their submissions adequately before the Court due to this long lapse of time.

The salient points which are relevant to this dispute are all to be found in the documentary evidence which was put forward by the parties in their written submissions and the Court has no hesitation in coming to the conclusion that the management's action in summarily dismissing, at least Mr. Waweru, was very harsh and in fact not justified on the facts which came to light. The main offender would appear to be Mr. Irugo and the fact that Mr. Waweru found him in a place where he should not have been is not Mr. Waweru's fault. Mr. Waweru found another company vehicle in the vicinity where he had a puncture and it is not unnatural that he should ask the assistance of this other driver to transport his passenger. The Respondents had nothing more than a suspicion that the two drivers had met there by prior arrangement with a view to defrauding them. No evidence, however, was produced at any time either before the Investigator or in Court to prove that these two drivers were in fact engaged in an activity to defraud the Respondents.

For the foregoing reasons the Court finds that at the most what the Respondents could have done was to give Mr. Waweru, who had an unblemished record for 12 years and three months, a letter of warning as laid down in their agreement with the Claimants. The Respondents were wrong in terminating his services summarily. The Court having satisfied itself that Mr. Waweru did not sign the receipt in full and final settlement of his claims and that he did not take up his new employment with Kenatco Transport Co. until 1st December, 1968, awards that he should be paid a month's salary in lieu of notice.

Given in Nairobi on the 16th day of April, 1971.

SAEED R. COCKAR,
President.

A. O. MIDAMBA,
HON. B. M. KARUNGARU, M.P.,
Members

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 moore 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 Loiyangalani 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. 1034

THE GOVERNMENT LANDS ACT
(Cap. 280)

THIKA MUNICIPALITY—PLOTS FOR LIGHT INDUSTRIAL PURPOSES

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

2. A plan of the plots may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, or at the office of the Town Clerk, P.O. Box 240, Thika, or may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 3 post free.

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

4. Applications must be sent so as to reach the Town Clerk, Thika, not later than noon on the 22nd May, 1971.

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

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

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

General Conditions

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

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

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

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

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

Special Conditions

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

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

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

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

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

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

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

6. The buildings shall not cover more than 90 per centum of the area of the land or such lesser area as may be laid down by the local authority in its by-laws.

7. 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.

8. The grantee shall not subdivide the land.

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

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

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

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

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

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

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

15. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder after the expiration of 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

Plot No.	Area (approx.)	Stand Premium	Annual Rent	Road Charges	Survey Fees
L.R. No.	Hectares	Sh.	Sh.	Sh.	Sh.
4953/421	0.7167	7,200	1,440	6,103.25	460
422	0.6576	6,600	1,320	5,600.10	460
423	0.5909	6,000	1,200	5,100.40	460
424	0.5398	5,400	1,080	4,597.25	460
425	0.4807	4,800	960	4,094.10	460
426	0.6106	6,000	1,200	5,200.25	460
427	0.3302	3,400	680	2,812.10	460
428	0.3472	3,400	680	2,957.00	460
442	0.2323	2,400	480	1,978.10	460
452	0.2323	2,400	480	1,978.10	460
453	0.2323	2,400	480	1,978.10	460
456	0.2323	2,400	480	1,978.10	460
457	0.2323	2,400	480	1,978.10	460
465	0.4293	4,200	840	3,656.45	460

GAZETTE NOTICE NO. 1035

THE GOVERNMENT LANDS ACT

(Cap. 280)

THIKA MUNICIPALITY—PLOTS FOR RESIDENTIAL PURPOSES

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

2. A plan of the plots may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, or at the office of the Town Clerk, P.O. Box 240, Thika, or may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 3 post free.

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

4. Applications must be sent so as to reach the Town Clerk, Thika, not later than noon on the 22nd May, 1971.

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

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

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

General Conditions

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

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

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

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

5. Each allottee of a plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been approved, the initial estimated amount for the construction of roads and drains to serve the plot, the assessed stand premium and proportion of annual rent, together with the survey fees payable in respect of the preparation and registration of the grant (Sh. 255) and the stamp duty in respect of grant (approximately 2 per cent of the stand premium and annual rent). In default of payment within the specified time the Commissioner of Lands may cancel the allocation and the applicant shall have no further claim to the grant of the plot.

Special Conditions

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

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

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

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

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

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

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

5. The land and buildings shall only be used for private residential purposes and not more than one dwelling-house shall be erected on the land. A guest-house will not be permitted.

6. The building shall not cover more than 50 per centum of the area of the land or such lesser area that may be prescribed by the local authority in its by-laws.

7. The grantee shall not subdivide the land.

8. The grantee shall not sell, transfer, sublet, charge or part with the possession of the land or any part thereof except with the prior consent in writing of the 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 the seven days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.

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

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

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

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

14. The Commissioner of Lands reserves the right to revise the ground 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

Plot No.	Area (approx.)	Stand Premium	Annual Rent	Road Charges	Survey Fees
L.R. No.	Hectares	Sh.	Sh.	Sh.	Sh.
4953/4/II	0-1023	1,400	280	Payable	460
27/II	0-1059	1,480	296	on	460
28/II	0-1070	1,500	305	demand	460
29/II	0-1045	1,460	292	"	460
30/II	0-0502	1,000	200	"	460
31/II	0-0502	1,000	200	"	460
32/II	0-0507	1,000	200	"	460
33/II	0-0547	1,200	240	"	460
54/IX	0-0975	1,400	280	"	460

GAZETTE NOTICE No. 1036

THE GOVERNMENT LANDS ACT
(Cap. 280)

NYERI TOWNSHIP SITE FOR A PETROL SERVICE STATION

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

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

3. Applications must be sent so as to reach the Clerk to the Council, not later than noon on 22nd May, 1971.

4. Application forms on the approved pro forma obtainable from the Clerk to the Council, Nyeri, should be submitted to the Commissioner of Lands, Nairobi, through the Clerk to the Council, Nyeri.

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

6. Applicants must enclose with their applications cash, postal order, or money order for Sh. 1,000 payable to the Commissioner of Lands, which will be dealt with as follows:—

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

7. Applicants must produce documentary evidence to indicate that they have sufficient funds for the development of the plot.

General Conditions

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

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

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

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

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

Special Conditions

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the local authority and the Commissioner of Lands. 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 Commissioner of Lands through the local authority, plans (including block plans showing the position of the buildings, system of drainage for the disposal of sewage, surface and sullage water), drawings, elevations and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the commencement of the term complete the erection of a petrol service station and the construction of the drainage system in conformity with such plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner:

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

prejudice to any right of action or remedy of the President or the Commissioner in respect of any antecedent breach of any conditions herein contained.

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

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

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

6. The land and buildings shall be used for the purpose of a petrol and service station which shall include only the greasing, washing and oiling of vehicles. Adequate car-parking facilities are to be provided on the plot for those cars which are serviced at the station.

7. The grantee shall comply with the provisions of the Petroleum Act (Cap. 116), and any amendment thereto or made from time to time thereunder.

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

9. The grantee shall not subdivide the land.

10. The grantee shall not sell, transfer, sublet or charge 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.

11. The grantee shall not erect on the land any hoarding, placard, poster, sign or advertisement except a notice advertising the presence of products of the grantee's business.

12. The grantee shall pay to the Commissioner of Lands on demand such sums 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.

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

14. Should the Commissioner of Lands at any time require any roads serving or adjoining the land 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.

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

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

17. The Commissioner of Lands reserves the right to revise the annual rent of Sh. 6,000 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

Plot No.—Unsurveyed.

Area.—0.1393 hectare.

Stand premium.—Sh. 30,000.

Annual rent.—Sh. 6,000.

Roads and drains.—On demand.

GAZETTE NOTICE No. 1037

THE GOVERNMENT LANDS ACT

(Cap. 280)

THE LAMU RANCHING PROJECT: LAMU DISTRICT,
COAST PROVINCE*First Wananchi Ranch 60,000 Acres Approximately*

THE Commissioner of Lands gives notice that applications are invited from Kenya citizens or groups all members of which are Kenya citizens in respect of alienation of the land described below on the terms and conditions herein contained for the purpose of cattle ranching.

Applications should be submitted to the Commissioner of Lands, P.O. Box 30089, Nairobi, to arrive not later than noon on 4th June, 1971.

3. A plan of the land may be seen at the Public Map Office, Lands Department, City Square, Nairobi, or at the Land Office, Treasury Square, Mombasa, or may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 3 for each copy, post free.

Details

Area.—60,000 acres approximately as illustrated edged red on the above-mentioned map. The Government of Kenya will accept no responsibility for any variation in the area which may be found upon final survey.

Tenure.—Leasehold under the provision of the Government Lands Act (Cap. 280).

Term.—45 years.

Annual rent.—For the first 15 years of the term 3 per cent of the unimproved value of the land: K.Sh. 10,692. Thereafter for the residue of the term 5 per cent of the unimproved value of the land as assessed at the end of the 15th and 30th years of the term.

Costs.—Survey and conveyancing fees and stamp duty shall be paid by the successful applicant on demand.

General Conditions

1. The land shall be leased under the provisions of the Government Lands Act (Cap. 280), and title shall be registered under the Registered Land Act (Cap. 300), 1963.

2. The land shall only be used for the purposes of ranching domestic livestock, the growing of cattle-feed crops and the handling and transportation of cattle.

3. The grantee shall within two years of the commencement of the term complete the following initial development:—

(a) Develop and thereafter maintain for the balance of the term a minimum of 20,000 acres for the purpose of cattle ranching and maintain in the area by the end of the period a minimum of 1,000 head of cattle or with the agreement of the Ministry of Agriculture such other livestock which together with the cattle herd will total not less than the number of animal units represented by 1,000 head of cattle.

(b) Spend a minimum of K.Sh. 50,000 on water development and the construction of roads in such manner as to ensure the adequate watering of 1,000 head of cattle at all seasons and satisfactory access to the initial 20,000-acre development area.

(c) Spend a minimum of K.Sh. 15,000 on the establishment of dips and spray races for cattle.

4. The grantee shall within three months of the commencement of the term of the lease appoint a manager who shall be permanently resident within the area of the scheme.

Special Conditions

1. The grantee shall within six months of the commencement of the term of the lease promote a locally incorporated company with a total authorized capital of K.Sh. 500,000 of which not less than K.Sh. 200,000 shall be issued and fully subscribed either by loan or by equity within three months of the registration of the company. Initial capitalization in terms of livestock as well as in terms of cash will be accepted as valid providing that not less than half the initial capital is raised in cash. Applications in response to this advertisement must indicate in detail how initial capitalization of the company is to be achieved and by what means and at what stage it is anticipated that the remaining capital of K.Sh. 300,000 will be raised.

2. The company so formed shall invest the full amount of its issued capital in the development and administration of the land.

3. The constitution of the company referred to in Special Condition No. 2 shall provide for appointments to the board of directors of the company as follows:—

(i) The Minister of Agriculture shall at all times throughout the term of the lease be entitled to appoint one member to the board.

(ii) Any body established by the Government for the promotion of agricultural and ranching development in Lamu District shall be entitled throughout the term of the lease to appoint one member of the board.

(iii) Any organization which subscribes more than 5 per cent of the issued capital of the company shall be entitled during the currency of such subscription to appoint one member to the board.

4. (a) The grantee shall between the third and the fifth years of the lease, inclusive, develop and thereafter maintain for the balance of the term a further ten thousand acres over and above the area developed during the first two years of the lease.

(b) The grantee shall between the 6th and the 15th years of the term of the lease, inclusive, develop and thereafter maintain for the balance of the term that part of the ranch approximately 30,000 acres in extent which has not already been developed during the preceding years of the term. Further sums of K.Sh. 150,000 and 15,000 shall be spent on water development and the provisions of cattle dips and spray races respectively over and above the amounts already expended for these purposes during the first five years of the lease. By the end of the 10th year of the term 3,000 head of cattle and/or such other livestock as may be agreed by the Ministry of Agriculture shall be maintained in the area.

5. As from the beginning of the 11th year of the term the grantee shall effectively clear 150 acres of bush per annum and will prevent any regeneration of the bush so cleared for the remainder of the term of the lease. Any bush clearing which may be effected before the 11th year of the term shall be regarded as contributing to this requirement.

6. While carrying out the development of the area for ranching development purposes the grantee shall make every reasonable effort to sustain the natural fauna of the area and to prevent the area becoming denuded of its wild animal population. In any event where it appears that there may be a danger of wild animals in the area being substantially reduced in numbers or ceasing to exist the grantee shall promptly seek the advice and assistance of the Game Department with a view to the stability of wildlife resources being so far as possible preserved.

7. The grantee shall throughout the term maintain the improvements made on the land in good and substantial repair and condition including the Kitoko Dam.

8. The grantee shall submit to the Commissioner of Lands on or before 31st March in each year for the first 15 years of the term a detailed report of the improvements effected on the land within the preceding year including details of all wild animals killed or captured and trophies found and the steps being taken for the eradication of tsetse fly and the introduction of cattle and other livestock into the area.

9. The grantee shall produce to the Commissioner of Lands audited accounts in compliance with the provisions of the Companies' Act (Cap. 486) not later than 31st March of each year following the year in which the operations to which the accounts relate, were carried out.

10. The grantee shall pay such rates, taxes, charges, duties, assessments or outgoings of whatever description as may be levied by the Government or local authority upon the land or the buildings erected thereon in accordance with the scales levied by the Government or local authority in respect of similar land elsewhere.

11. The grantee shall not subdivide, transfer, charge, sublet or otherwise part with the possession of the land or any part thereof without the prior written consent of the Commissioner of Lands.

12. The grantee shall not erect any permanent buildings on the land or make external alterations to such permanent buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the local authority.

13. The President or such authority or person 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 grantee shall not kill or trap any wild animals on the land other than in accordance with the provisions of the Wild Animals Protection Act (Cap. 376).

15. The grantee shall at any time permit the President or such authority or person as may be appointed for the purpose to enter upon the land to carry out wildlife and range research projects.

16. The grantee shall in collaboration with the Game Department do all possible to prevent game poaching in the area of the scheme and one employee of the company may be appointed as a honorary Game Warden if the Game Department so decides.

17. Notwithstanding anything contained herein or in the said Government Lands Act, the grantee shall, on receipt of six months' notice in writing in that behalf surrender all or part of the land which shall be required for construction of roads, railways, Government installations, schools, hospitals, dispensaries, military installations, landing grounds, or such like purpose as may, at any time, be specified. In the event of any such surrender being required as aforesaid, the Company shall be paid fair and reasonable compensation for any permanent improvements effected on the land, such compensation to be assessed by the Commissioner of Lands, in accordance with the normal principles of valuation, but no compensation shall be payable in respect of severance of part of the land by reason of such surrender.

18. The grantee shall so conduct operations in the area of the scheme as to facilitate ranching development and agricultural pursuits in Lamu District as a whole and will be required to support and be a member of any body established by the Government or the Local Authority for the promotion of agricultural and ranching development in Lamu District.

GAZETTE NOTICE No. 1038

THE GOVERNMENT LANDS ACT

(Cap. 280)

THE LAMU RANCHING PROJECT: LAMU DISTRICT,
COAST PROVINCE

Nucleus Ranch 400,000 Acres Approximately

THE Commissioner of Lands gives notice that applications are invited in respect of the alienation of the land described below on the terms and conditions herein contained for the purpose of cattle ranching.

2. Applications should be submitted to the Commissioner of Lands, P.O. Box 30089, Nairobi, to arrive not later than noon on 4th June, 1971.

3. A plan of the land may be seen at the Public Map Office, Lands Department, City Square, Nairobi, or at the Land Office, Treasury Square, Mombasa, or may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 3 for each copy, post free.

Details

Area.—400,000 acres approximately as illustrated edged red on the above-mentioned map. The Government of Kenya will accept no responsibility for any variation in the area which may be found upon final survey.

Tenure.—Leasehold under the provisions of the Government Lands Act (Cap. 280).

Term.—45 years.

Annual Rent.—For the first five years of the term Sh. 12,000 per annum. Thereafter for the period from the sixth to the tenth years of the term inclusive 3 per cent of the unimproved value of the land as assessed in the fifth year of the term, with allowance for deferment and thereafter for the residue of the term 5 per cent of the unimproved value of the land as assessed at the end of the 10th, 15th, 25th and 35th years of the term.

Costs.—Survey and conveyancing fees and stamp duty shall be paid by the successful applicant on demand.

General Conditions

1. The land shall be leased under the provisions of the Government Lands Act (Cap. 280) and title shall be registered under the Registered Land Act (Cap. 300), 1963.

2. The land shall be used for the purpose of ranching domestic livestock, the growing of cattle-feed crops and the handling and transportation of cattle only.

3. The grantee shall within five years of the commencement of the term complete the following initial development:—

- (a) Develop and thereafter maintain for the balance of the term a minimum of 100,000 acres for the purpose of cattle ranching and maintain in the area by the end of the period a minimum of 4,000 head of cattle, or, with the agreement of the Ministry of Agriculture maintain such other livestock which together with the cattle herd will total not less than the number of animal units represented by 4,000 head of cattle.
- (b) Spend a minimum of K.Sh. 500,000 on water development.
- (c) spend a minimum of K.Sh. 30,000 on the establishment of dips and spray races for cattle.
- (d) construct such roads as may be necessary to provide effective access for the development of the entire area of the scheme.
- (e) construct administrative buildings, a dispensary, a school and such other buildings as may be required for the effective operation of a commercial ranch of this size;

4. The grantee shall within three months of the commencement of the term of the lease appoint a Manager who shall be permanently resident within the area of the scheme.

Special Conditions

1. The grantee shall within six months of the commencement of the term of the lease promote a locally incorporated company with a total issued capital either by loan or by equity of not less than K.Sh. 2 million and the Kenya Government or its approved agents shall be allowed to subscribe to the issued capital of the afore-mentioned company in such sum as the Government may decide not exceeding 49 per cent within a period not exceeding three years of the commencement of the term.

2. The company so formed shall invest the full amount of its capital of K.Sh. 2 million or such greater amount as may be subscribed in the development and administration of the land.

3. The constitution of the company referred to in Special Condition No. 2 shall provide for the right of the President of Kenya at all times to appoint not less than one and not more than three members to the board of directors of the company to represent interests of the Government and for the right of any organization which on behalf of the Government of Kenya subscribes more than 10 per cent of the issued capital of the company to appoint one director to the Board.

4. The grantee shall between the sixth and the fifteenth years of the term of the lease inclusive carry out the following development over and above the development of the area of 100,000 acres which is to be carried out during the initial five-year period:—

(a) Between the 6th and the 10th years of the term inclusive an area of not less than 100,000 acres shall be developed for the purpose of ranching domestic livestock and a minimum of 9,000 head of cattle, or their equivalent, shall have been introduced into the total area of the scheme by the end of the 10th year of the term. Between the 6th and the 10th year of the term a sum of K.Sh. 500,000 shall be spent on water development and a sum of K.Sh. 30,000 spent on the establishment of additional dips and spray races.

(b) Between the 11th and 15th years of the term inclusive the lessee shall bring into active use for cattle ranching purposes all parts of the area hitherto undeveloped and shall by the end of the 15th year of the term have introduced in the whole area of the scheme a minimum of 18,000 head of cattle and/or such other livestock as may be agreed by the Ministry of Agriculture. A minimum of K.Sh. 5 per acre will be spent by the company on the improvement of the water resources on the remaining 200,000 acres. By the 15th year of the term the developing company shall have established throughout the area of the scheme not less than seven dipping and/or spraying points for cattle. From the 11th year of the term onwards the grantee shall effectively clear a minimum of 1,000 acres of bush per annum within the area of the scheme and prevent regeneration of bush in the areas so cleared for the remainder of the term of the lease providing that any bush clearance which may be effected before the 11th year of the term shall be regarded as contributing towards this requirement.

5. While carrying out the development of the area for ranching development purposes the grantee shall make every reasonable effort to sustain the natural fauna of the area and to prevent the area becoming denuded of its wild animal population. In any event where it appears that there may be a danger of wild animals in the area being substantially reduced in numbers or ceasing to exist the grantee shall promptly seek the advice and assistance of the Game Department with a view to the stability of wildlife resources being so far as possible preserved.

6. The grantee shall throughout the term maintain the improvements made on the land in good and substantial repair and condition.

7. The grantee shall submit to the Commissioner of Lands on or before 31st March in each year for the first 15 years of the term a detailed report of the improvements effected on the land within the preceding year including details of all wild animals killed or captured and trophies found and the steps being taken for the eradication of tsetse fly and the introduction of cattle and other livestock into the area.

8. The grantee shall produce to the Commissioner of Lands audited accounts in compliance with the provisions of the Companies Act (Cap. 486) not later than 31st March of each year following the year in which the operations to which the accounts relate, were carried out.

9. The grantee shall pay such rates, taxes, charges duties, assessment or outgoings of whatever description as may be levied by the Government or local authority upon the land or the buildings erected thereon in accordance with the scales levied by the Government or local authority in respect of similar land elsewhere.

10. The grantee shall not subdivide, transfer, charge, sublet or otherwise part with the possession of the land or any part thereof without the prior written consent of the Commissioner of Lands.

11. The grantee shall not erect any permanent buildings on the land or make external alterations to such permanent buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the local authority.

12. The President or such authority or person 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 or main or service pipes or telephone or telegraph wires and electric mains.

13. The grantee shall not kill or trap any wild animals on the land other than in accordance with the provisions of the Wild Animals Protection Act (Cap. 376).

14. The grantee shall at any time permit the President or such authority or person as may be appointed for the purpose to enter upon the land to carry out wildlife and range research projects.

15. The grantee shall in collaboration with the Game Department do all possible to prevent game poaching in the area of the scheme and three employees of the company shall be appointed as honorary Game Wardens if the Game Department so decides.

16. Notwithstanding anything contained herein or in the said Government Lands Act, the grantee shall, on receipt of six months' notice in writing in that behalf surrender all or part of the land which shall be required for construction of roads, railways, Government installations, schools, hospitals, dispensaries, military installations, landing grounds, or such like purpose as may, at any time, be specified by the Government. In the event of any such surrender being required as aforesaid, the company shall be paid fair and reasonable compensation for any permanent improvements effected on the land, such compensation to be assessed by the Commissioner of Lands, but no compensation shall be payable in respect of severance of part of the land by reason of such surrender.

17. The grantee shall so conduct operations in the area of the scheme as to facilitate ranching development and agricultural pursuits in Lamu District as a whole and will be required to support and be a member of any body established by the Government or the local authority for the promotion of agricultural and ranching development in Lamu District.

GAZETTE NOTICE No. 1039

THE GOVERNMENT LANDS ACT (Cap. 280)

DETERMINATION OF TEMPORARY OCCUPATION LICENCE

*Unsurveyed Government Land near Lake Naivasha—234 acres
(Licensee: J. A. Dawson)*

To: J. A. Dawson of P.O. Box 4, Naivasha.

TAKE NOTICE that the Temporary Occupation Licence dated 1st June, 1964, and held by you in respect of the an unsurveyed Government Land shown edged red on Plan No. L.D. 70521/13A which land adjoins Naivasha Township and contains by measurement 234 acres or thereabouts is forthwith determined, i.e. on the 17th April, 1971, the date of this notice, in accordance with section 42 of the Government Lands Act (Cap. 280). The land has reverted to the Government of the Republic of Kenya with effect from 17th April, 1971, when you are expected to give vacant possession of the land having removed all your effects and leaving the land in a good and tidy condition.

Also take notice that the determination of the licence does not release you from paying the outstanding rent inclusive of penalty amounting to Sh. 10,363/50.

Dated at Nairobi this 17th day of April, 1971.

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

GAZETTE NOTICE No. 1040

THE LIQUOR LICENSING ACT (Cap. 121)

NAIROBI LIQUOR LICENSING COURT

NOTICE is hereby given that the next meeting of the Nairobi Liquor Licensing Court will be held at the District Commissioner's office, Kenyatta Avenue, Nairobi Area, Nairobi, on Monday, the 10th May, 1971, at 10 a.m.

The applications to be considered at this meeting may be seen on the notice board at the District Commissioner's office, Nairobi Area, Nairobi.

Dated at Nairobi this 17th day of April, 1971.

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

GAZETTE NOTICE No. 1041

THE LIQUOR LICENSING ACT (Cap. 121)

WAJIR LIQUOR LICENSING COURT

THE first ever statutory meeting of the Wajir Liquor Licensing Court will be held at the District Commissioner's office, Wajir, on 10th June, 1971, at 10 a.m.

Applications to be considered at this meeting, whether for new licences, transfers, removals or renewals, must be received in the office of the District Commissioner, Wajir, P.O. Wajir, on or before 20th May, 1971, on the appropriate form with a Sh. 10 revenue stamp affixed. Any application received after 20th May, 1971, may only be considered if it is received before 30th May, 1971, and on payment of an additional fee of K.Sh. 150.

Applicants for new licences, transfers and removals must appear in person or by an advocate before the Liquor Licensing Court.

Attendance in the Court of applicants for renewals is optional unless there are objections in which case attendance is desirable.

Dated this 8th day of April, 1971.

E. K. MBAABU,
President,
Wajir Liquor Licensing Court.

GAZETTE NOTICE No. 1042

THE LIQUOR LICENSING ACT (Cap. 121)

MURANG'A LIQUOR LICENSING COURT (Special Meeting)

DULY authorized by the Provincial Commissioner, Nyeri, a special meeting of the Murang'a Liquor Licensing Court will be held in the District Commissioner's office, Murang'a, on Monday, 26th April, 1971, at 10 a.m.

A list of applications to be considered can be seen on the notice board at the District Commissioner's office, Murang'a, and Divisional offices at Kangema, Kiharu, Kandara, Kigumo and Makuyu.

Dated this 16th day of April, 1971.

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

GAZETTE NOTICE No. 1043

THE LIQUOR LICENSING ACT (Cap. 121)

MURANG'A LIQUOR LICENSING COURT

THE first statutory meeting of the Murang'a Liquor Licensing Court will be held in the District Commissioner's Board Room, Murang'a, on Monday, 10th May, 1971, at 10 a.m., to consider renewal and new applications for the second half of 1971.

A list of all the applications to be considered can be seen on the notice board at the District Commissioner's office, Murang'a, and Divisional offices at Kangema, Kigumo, Kiharu, Kandara and Makuyu.

Dated this 13th day of April, 1971.

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

GAZETTE NOTICE No. 1044

THE LIQUOR LICENSING ACT
(Cap. 121)

MACHAKOS LIQUOR LICENSING COURT
(Special Meeting)

DULY authorized by the Provincial Commissioner, Embu, a special meeting of Machakos Liquor Licensing Court will be held at the District Commissioner's Board Room on 19th April, 1971, at 10 a.m., to consider late applications.

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

GAZETTE NOTICE No. 1045

THE LIQUOR LICENSING ACT
(Cap. 121)

KIAMBU LIQUOR LICENSING COURT

NOTICE is hereby given that the next meeting of the Kiambu Liquor Licensing Court will be held at the District Commissioner's Board Room on 10th May, 1971, at 10 a.m.

A list of applicants can be seen at the District Officer's offices at Kiambaa, Limuru, Gatundu, Kikuyu, Thika, Githunguri and the District Commissioner's notice board.

A. C. KANGETHE,
President,
Kiambu,
14th April, 1971. *Kiambu Liquor Licensing Court.*

GAZETTE NOTICE No. 1046

THE AFRICAN LIQUOR ACT
(Cap. 122)

MURANG'A AFRICAN LIQUOR LICENSING BOARD

DULY authorized by the Provincial Commissioner, Nyeri, a special meeting of the Murang'a African Liquor Licensing Board will be held in the District Commissioner's office, Murang'a, on Monday, 26th April, 1971, at 11 a.m.

A list of applications to be considered can be seen on the notice board at the District Commissioner's office, Murang'a, and Divisional offices at Kangema, Kiharu, Kandara, Kigumo and Makuyu.

Dated this 16th day of April, 1971.

J. K. A. KIRUI,
Chairman,
Murang'a African Liquor Licensing Board.

GAZETTE NOTICE No. 1047

THE AFRICAN LIQUOR ACT
(Cap. 122)

SOUTH NYANZA AFRICAN LIQUOR LICENSING BOARD

THE next statutory meeting of the South Nyanza African Liquor Licensing Board will be held in the office of the District Commissioner, Homa Bay, on Monday, 7th June, 1971, at 10 a.m., to consider applications for half-year licences.

All applications for new licences, late renewals, transfers and removals of the existing licences must reach this office on or before 25th April, 1971, on the appropriate application forms obtainable from this office. Late applications will not be entertained.

All applicants for new licences are requested to appear in person before the Liquor Licensing Board.

B. K. M. OGOL,
Chairman,
South Nyanza African Liquor Licensing Board.

GAZETTE NOTICE No. 1048

THE AFRICAN LIQUOR ACT
(Cap. 122)

KIAMBU AFRICAN LIQUOR LICENSING BOARD

NOTICE is hereby given that the next meeting of the Kiambu African Liquor Licensing Board will be held at the District Commissioner's Board Room on 7th June, 1971, at 10 a.m.

A list of applicants can be seen at the District Officer's offices at Kiambaa, Limuru, Gatundu, Kikuyu, Thika, Githunguri and at the District Commissioner's notice board.

A. C. KANGETHE,
Chairman,
Kiambu,
14th April, 1971. *Kiambu African Liquor Licensing Board.*

GAZETTE NOTICE No. 1049

THE AFRICAN LIQUOR ACT
(Cap. 122)

NANDI AFRICAN LIQUOR LICENSING BOARD

THE first statutory meeting of the Nandi African Liquor Licensing Board will be held on Monday, 7th June, 1971, at 10 a.m., in the District Commissioner's office, Nandi, Kapsabet.

Applications for new licences, renewals and transfers must reach the office of the District Commissioner, P.O. Box 30, Kapsabet, on or before 25th May, 1971.

Dated this 30th day of March, 1971.

J. M. MBITHI,
Chairman,
Nandi African Liquor Licensing Board.

GAZETTE NOTICE No. 1050

THE PATENTS REGISTRATION ACT
(Cap. 508)

ORIGINAL ENTRY

IT IS hereby notified for general information that a letters patent particulars of which appear in the Schedule hereto was registered as No. P2023 of 1971 in the Kenya Register of Patents on the 8th day of April, 1971.

SCHEDULE

No. of application.—P2023.

Date of application.—8th April, 1971.

Name of applicant.—Universal Anchorage (Holdings) Limited.

Registered address.—Of Egerton Works, Farnworth Bolton, Lancashire, England.

Particulars of grant in the United Kingdom:—

No.—1,199,031.

Date.—11th November, 1970.

Date of filing complete specification.—13th June, 1968.

Complete specification published.—15th July, 1970.

Nature of invention.—Improvements in or relating to Cutter Bits and methods of Anchoring.

Documents, etc., filed in registry:—

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

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

(c) Authorization in favour of Messrs. Atkinson, Cleasby & Satchu, P.O. Box 90121, Mombasa.

Nairobi,
15th April, 1971.

D. J. COWARD,
Registrar of Patents.

GAZETTE NOTICE No. 1051

THE PATENTS REGISTRATION ACT
(Cap. 508)

ORIGINAL ENTRY

IT IS hereby notified for general information that a letters patent particulars of which appear in the Schedule hereto was registered as No. P2022 of 1971 in the Kenya Register of Patents on the 8th day of April, 1971.

SCHEDULE

No. of application.—P2022.

Date of application.—8th April, 1971.

Name of applicant.—Mediline A.G.

Registered address.—6110 Wolhusen, Lucerne, Switzerland.

Particulars of grant in the United Kingdom:—

No.—1,026,831.

Date.—23rd March, 1970.

Date of filing complete specification.—26th May, 1964.

Complete specification published.—20th April, 1966.

Nature of invention.—Preparations for use in Feminine Hygiene.

Documents, etc., filed in registry:—

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

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

(c) Authorization in favour of Messrs. Atkinson, Cleasby & Satchu, P.O. Box 90121, Mombasa.

Nairobi,
15th April, 1971.

D. J. COWARD,
Registrar of Patents.

GAZETTE NOTICE No. 1052

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 UNILEVER LIMITED, a British company, manufacturers of Port Sunlight, Wirral, Cheshire, England, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 9th July, 1970.

IN CLASS 3—SCHEDULE III

ONE BETTER

17733.—Soaps, perfumes, non-medicated toilet preparations, essential oils, cosmetics, preparations for the hair and dentifrices. To be associated with TM. No. 17734.

IN CLASS 5—SCHEDULE III

ONE BETTER

17734.—Deodorants and anti-perspirants. To be associated with TM. No. 17733.

IN CLASS 3—SCHEDULE III

ENTRE NOUS

The marks consist of French words which mean "between us".

17735.—Soaps, perfumes, non-medicated toilet preparations, essential oils, cosmetics, preparations for the hair and dentifrices. To be associated with TM. No. 17736.

IN CLASS 5—SCHEDULE III

ENTRE NOUS

17736.—Deodorants and anti-perspirants. To be associated with TM. No. 17735.

IN CLASS 3—SCHEDULE III

COMME IL FAUT

The marks consist of French words which mean "as is appropriate".

17737.—Soaps, perfumes, non-medicated toilet preparations, essential oils, cosmetics, preparations for the hair and dentifrices. To be associated with TM. No. 17738.

IN CLASS 5—SCHEDULE III

COMME IL FAUT

17738.—Deodorants and anti-perspirants. To be associated with TM. No. 17737.

SOFNET

17702.—General purpose cleaners, swabs, medical and surgical dressings, materials for dressings, and material for dressing wounds. JOHNSON & JOHNSON, a United States company, organized and existing under the laws of the State of New Jersey, manufacturers, of 501, George Street, New Brunswick, N.J., United States of America, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 25th June, 1970.

IN CLASS 10—SCHEDULE III

OCUMETER

17778.—Surgical, medical, dental and veterinary instruments and apparatus. MERCK & Co., INC., a corporation organized 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. 28th July, 1970.

IN CLASS 11—SCHEDULE III



17790.—Gas range, gas cooking stove and other kitchen implements included in Class 11 (Schedule III). IWATANI & Co., LTD. (also trading as Iwatani Sangyo Kabushiki Kaisha), a company duly organized and existing under the laws of Japan, manufacturers and merchants, of 1, Hommachi 4-chome, Higashiku, Osaka, Japan, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 5th August, 1970.

IN CLASS 34—SCHEDULE III



17768.—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. 24th July, 1970.

TRADE MARKS RENEWED

TM. No.	Class	Trade Marks	Name
12206	5	Mansonil	Farbenfabriken Bayer Ag.
11899	5	Vitigran	Farbwerke Hoechst Ag.
12204	5	Mogadon	Roche Products limited.
12201	5	Tolinase	The Upjohn Company.
12250	34	Bond Street	Phillip Morris Incorporated.
12281	5	Niagara	FMC Corporation.
12395	25	Decolene	Cluett, Peabody and Company Inc.
11889	10	Manole	Farbwerke Hoechst Ag.
11897	5	Roncovite	Farbwerke Hoechst Ag.
11896	5	Nata	Farbwerke Hoechst Ag.
11779	30	Spearmint Wrapper	W.M. Wrigley JR. Company.
11802	1	Klesoil	Boots Pure Drug Company Limited.

Nairobi,
15th April, 1971.

D. J. COWARD,
Registrar of Trade Marks.

GAZETTE NOTICE No. 1053

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. 21 OF 1971

By Yakub Haji Ahmed of P.O. Box 85343, Mombasa in the Republic of Kenya, the widower of the deceased, through Ahmedali Y. A. Jiwaji, Esq., advocate of Mombasa aforesaid, for a grant of letters of administration intestate of the estate of Fatimabai Haji Abdulla of P.O. Box 85343, Mombasa aforesaid, who died at Mombasa on the 27th day of May, 1970.

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.

Mombasa,
7th April, 1971.

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

GAZETTE NOTICE No. 1054

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. 22 OF 1971

By Afra Milagris Vitorina Lobo and Pedro Hippolito Saldanha, both of Mombasa in Kenya, the executors named in the will of the deceased, through Ahmedali Y. A. Jiwaji, Esq., advocate of Mombasa in Kenya, for a grant of probate of the will of the late Paciano Conceicao Lobo of Mombasa in Kenya, who died on the 3rd day of August, 1970, at Mombasa aforesaid.

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

Mombasa,
7th April, 1971.

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

NOTE

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

GAZETTE NOTICE No. 1055

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. 31 OF 1971

By Mrs. Narmadaben Lavchand d/o Savchand Jivan of Mombasa, the executrix named in the will of the deceased, through Messrs. U. K. Doshi & Doshi, advocates of Mombasa in Kenya, for a grant of probate of the will of the late Lavchand Motichand Chamund of Mombasa in Kenya, who died on the 30th day of October, 1970, at Mombasa in Kenya.

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

Mombasa,
6th April, 1971.

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

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

GAZETTE NOTICE No. 1056

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. 32 OF 1971

By (1) Lalji Laxman Gohil and (2) Saraswati Govindji, both of Mombasa, the executors named in the will of the deceased, through Messrs. U. K. Doshi & Doshi, advocates of Mombasa in Kenya, for a grant of probate of the will of the late Meghji Ranchhod Gohil of Mombasa in Kenya, who died on the 4th day of December, 1969, at Mombasa in Kenya.

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

Mombasa,
3rd April, 1971.

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

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

GAZETTE NOTICE No. 1057

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. 33 OF 1971

By Kanaiyalal Mohanlal Pandya, advocate of Mombasa in Kenya, the duly constituted attorney of (1) Nurdin Gulamali Mussa and (2) Kassamali Ali Esmail, both of Dar es Salaam in Tanzania, the executors named in the will of the deceased, through Messrs. Pandya & Talati, advocates of Mombasa in Kenya, for sealing in Kenya the grant of probate issued by the High Court of Tanzania at Dar es Salaam, Tanzania, on the 3rd day of July, 1970, of the will of the late Gulamali Mussa Jetha of Dar es Salaam aforesaid, who died on the 5th day of June, 1969, at Dar es Salaam aforesaid.

This Court will proceed to the sealing in Kenya of the grant of probate of the will of the deceased 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.

Mombasa,
8th April, 1971.

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

NOTE

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

GAZETTE NOTICE No. 1058

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. 34 OF 1971

By (1) Badrudin Jeevanjee Moosajee and (2) Ibrahim Jeevanjee Moosajee, both of Mombasa, the executors named in the will of the deceased, through Messrs. U. K. Doshi & Doshi, advocates of Mombasa in Kenya, for a grant of probate of the will of the late Fatmabai (also known as Fatambai) Abdulhusein Jeevanjee w/o late Jeevanjee Moosajee of Mombasa in Kenya, who died on the 11th day of December, 1970, at Mombasa in Kenya.

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

Mombasa,
6th April, 1971.

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

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

GAZETTE NOTICE No. 1059

IN THE HIGH COURT OF KENYA AT KISUMU
PROBATE AND ADMINISTRATION

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

CAUSE No. 5 OF 1971

By Nirmala widow of Narshi Bhanubhai Pau of P.O. Box 258, Kakamega in the Republic of Kenya, for a grant of letters of administration intestate in the estate of late Narshi Bhanubhai Pau of P.O. Box 258, Kakamega, who died at Kisumu, Chemelil Road, on the 7th day of November, 1970.

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

Kisumu,
5th April, 1971.

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

GAZETTE NOTICE No. 1060

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. 222 OF 1966

By (1) Kamrudin Alimohamed Damji of P.O. Box 2579, Nairobi in Kenya, and (2) Gulamhussein Kassam Ishani of P.O. Box 5190, Nairobi in Kenya, the executors named in the will of Rehmatbai (the widow of the deceased and executrix named in his will, who herself died on the 11th day of May, 1969, leaving unadministered the estate of the deceased herein), through Messrs. Ishani & Ishani, advocates of Nairobi, for a grant of letters of administration *de bonis non cum testamento annexo* of the estate of Habib Damji of Nairobi, who died at Nairobi on the 5th day of May, 1966.

(2) CAUSE No. 94 OF 1971

By (1) John Henry Hare Dugmore of P.O. Box 51, Nanyuki in Kenya, and (2) Joan Dyer of P.O. Box 2667, Karen, Nairobi in Kenya, the executors named in the will of the deceased, through Messrs. Kaplan & Stratton, advocates of Nairobi, for a grant of probate of the will of Effie Travis Dugmore of Karen aforesaid, who died at Nairobi on the 3rd day of October, 1970.

(3) CAUSE No. 95 OF 1971

By (1) Sherah Wanjiku of P.O. Box 2110, Nairobi in Kenya, (2) Nyakarega, and (3) Tabitha, both of Kimende Village, Lari Location, P.O. Matathia, Limuru Division, Kiambu District in Kenya, the widows of the deceased, through M. D. Patel, Esq., advocate of Nairobi, for a grant of letters of administration intestate of the estate of Gikanga Kuria of Nairobi aforesaid, who died at Nairobi on the 2nd day of December, 1967.

(4) CAUSE No. 96 OF 1971

By (1) Theodore Farnworth Anderson of Limuru in Kenya, and (2) William Joseph Mather of P.O. Box 6432, Nairobi in Kenya, the executors named in the will of the deceased, for a grant of probate of the will of John Layton Downey of Tigoni in Kenya, who died at Nairobi on the 16th day of September, 1970.

(5) CAUSE No. 98 OF 1971

By Gangaben widow of the deceased Dalpatram Haribhai Master of P.O. Box 3252, Nairobi in Kenya, through M. D. Patel, Esq., advocate of Nairobi, for a grant of letters of administration intestate of the estate of Dalpatram Haribhai Master of Jalalpur, Bulsar District in India, who died at Jalalpur on the 15th day of April, 1968.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 7th May, 1971.

Nairobi,
19th April, 1971.

M. F. PATEL,
*Deputy Registrar,
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. 1061

ESTATE OF THE LATE GEORGE GWINNETT BOMPAS

To All To Whom It May Concern:

TAKE NOTICE that all persons having any claims against or owing money to the above-named George Gwinnett Bompas late of 1401 Barcelona, Playfair Road, Durban, Natal, South Africa, who died at Durban aforesaid, on the 22nd day of December, 1970, are requested to prove such claims or to pay the amount due as the case may be to The Standard Bank Limited, P.O. Box 30299, Nairobi, on or before the 16th day of June, 1971, after which date the estate of the said deceased will be distributed or administered according to law having regard only to the claims against the estate of which the said Bank shall then have notice.

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

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

GAZETTE NOTICE No. 1062

ESTATE OF THE LATE MACKIE MACJOHN

To All To Whom It May Concern:

TAKE NOTICE that all persons having any claims against or owing money to the above-named Mackie MacJohn of Villa Gladiolo Bordighera, Italy, who died at Bordighera on the 18th March, 1971, are requested to prove such claims or to pay the amount due as the case may be to The Standard Bank Limited, P.O. Box 30299, Nairobi, on or before the 15th June, 1971, after which date the estate of the said deceased will be distributed or administered according to law having regard only to the claims against the estate of which we the said Bank shall then have notice.

Dated at Nairobi this 13th day of April, 1971.

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

GAZETTE NOTICE No. 1063

SUKHWANT SINGH MANGAT, DECEASED

NOTICE is hereby given pursuant to section 29 of the Trustee Act (Cap. 167), that any person having a claim against or an interest in the estate of the late Sukhwant Singh Mangat of Nairobi, who died in Nairobi on the 15th day of January, 1966, is hereby required to send particulars in writing of his or her claim or interest to Sukhdev Singh Mangat, administrator of the estate of Sukhwant Singh Mangat deceased, P.O. Box 639, Kisumu, before 1st July, 1971, after which date the administrator will distribute the estate amongst the persons entitled thereto having regard only to the claims and interests of which he has had notice and will not as respects the property so distributed be liable to any person of whose claim they shall not then have had notice.

Dated the 20th day of April, 1971.

SUKHDEV SINGH MANGAT,
*Administrator of estate of Sukhwant Singh Mangat,
P.O. Box 639, Kisumu.*

GAZETTE NOTICE No. 1064

MRS. ETHEL GREGORY CAMERON, DECEASED

NOTICE is hereby given, pursuant to section 29 of the Trustee Act (Cap. 167), that any person having a claim against or an interest in the estate of the late Mrs. Ethel Gregory Cameron of Port Reitz, Mombasa, who died on 26th December, 1969, is hereby required to send particulars in writing of his or her claim or interest to Kenya Commercial Bank Limited, Trustee Department, P.O. Box 30664, Nairobi, before 16th June, 1971, after which date the administrators will distribute the estate among the persons entitled thereto having regard only to the claims and interests which they have had notice and will not as respects the property so distributed be liable to any person of whose claim they shall not then have had notice.

Dated this 16th day of April, 1971.

KENYA COMMERCIAL BANK LIMITED,
*Trustee Department,
P.O. Box 30664, Nairobi.*

GAZETTE NOTICE No. 1065

ALFRED BERNHARD JOHANSEN, DECEASED

TAKE NOTICE that all persons having any claims against the estate of the above-named deceased late of P.O. Box 5, Makuyu, who died on the 2nd day of April, 1971, at Makuyu, are requested to lodge and prove details thereof with the undersigned on or before the 15th June, 1971, after which date the executor will distribute the estate having regard only to valid claims then notified.

Dated this 7th day of April, 1971.

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

GAZETTE NOTICE No. 1066

FREDERICK ARTHUR WILKINSON, DECEASED

TAKE NOTICE that all persons having any claims against the estate of the above-named deceased, late of P.O. Box 2878, Nairobi, who died on the 8th day of August, 1970, at Lake Naivasha, are requested to lodge and prove details thereof with the undersigned on or before the 1st July, 1971, after which date the executors will distribute the estate having regard only to valid claims then notified.

Dated this 13th day of April, 1971.

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

GAZETTE NOTICE No. 1067

IN THE HIGH COURT OF KENYA AT NAIROBI

IN BANKRUPTCY CAUSE NO. 3 OF 1969

Re: *Harbans Singh Panesar, bankrupt*

THE bankrupt having applied to the Court for his discharge, the Court has fixed Friday, the 11th day of June, 1971, at 10.30 o'clock in the forenoon, at Law Courts, Nairobi, for hearing the application.

Dated this 16th day of April, 1971.

Deputy Registrar,
High Court of Kenya.

GAZETTE NOTICE No. 1068

THE BANKRUPTCY ACT

(Cap. 53)

NOTICE OF INTENDED DIVIDEND

Debtor's name.—Mohamed Ebrahim.

Address.—P.O. Box 81480 (formerly of Crawford Street), Mombasa.

Description.—Merchant.

Court.—High Court of Kenya at Mombasa.

No. of matter.—B.C. 10 of 1959.

Last day for receiving proofs.—5th May, 1971.

Trustee's name.—Official Receiver.

Address.—P.O. Box 80366, Mombasa.

Mombasa,
5th April, 1971.

J. N. KING'ARUI,
Deputy Official Receiver (Coast).

GAZETTE NOTICE No. 1069

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF HOTEL DEVELOPMENTS LIMITED

(*Members' Voluntary Winding Up*)

NOTICE OF FINAL MEETING

NOTICE is hereby given that the final general meeting of the company will be held at 4.30 p.m. on Monday, 24th May, 1971, at the offices of Myrtoni Limited, L.R. 1055/18, Ngong Road, Karen, Nairobi, in accordance with the provisions of and for the purpose laid down in section 283 of the Companies Act (Cap. 486).

Dated this 20th day of April, 1971.

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

GAZETTE NOTICE No. 1070

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF LANDS AND ESTATE LIMITED

(*In Voluntary Liquidation*)

NOTICE is hereby given that the final meeting of the shareholders will be held at 4th Floor, Ottoman Building, a 10 a.m., on Tuesday, 21st May, 1971, for the purpose of having the joint liquidators' account laid before the meeting, showing the manner in which the winding up has been conducted and the property of the company disposed of, and hearing any explanation that may be given by the joint liquidators and also for the purpose of determining by special resolution how the books and papers of the company are disposed of.

Dated this 15th day of April, 1971.

A. M. BLACKHALL,
W. N. HARDY,
Joint Liquidators.

GAZETTE NOTICE No. 1071

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF ANDERSON CLAYTON & HUNT
(COTTON BROKERS) LIMITED

MEMBERS' VOLUNTARY WINDING UP

NOTICE is hereby given that at an extraordinary general meeting of the shareholders of Anderson Clayton & Hunt (Cotton Brokers) Limited, held at the registered office of the company on Thursday, the 15th April, 1971, at 10 a.m., the following special resolution was duly passed:—

"That in terms of section 271 (b) of the Companies Act, the company be wound up voluntarily and that Kevin Allan Tucker be and is hereby appointed liquidator for the purpose of such winding up."

Dated at Nairobi this 15th day of April, 1971.

KEVIN ALLAN TUCKER,
Liquidator,
P.O. Box 410, Nairobi.

GAZETTE NOTICE No. 1072

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF ANDERSON CLAYTON & HUNT
(COTTON BROKERS) LIMITED

(*In Members' Voluntary Winding Up*)

NOTICE OF APPOINTMENT OF LIQUIDATOR

Name of company.—Anderson Clayton & Hunt (Cotton Brokers) Limited.

Address of registered office.—Rhokatan House, York Street, Nairobi.

Registered postal address.—P.O. Box 587, Nairobi.

Nature of business.—Cotton brokers and dealers.

Liquidator's name.—Kevin Allan Tucker.

Date of appointment.—15th April, 1971.

By whom appointed.—Members.

Dated at Nairobi this 15th day of April, 1971.

KEVIN ALLAN TUCKER,
Liquidator,
P.O. Box 410, Nairobi.

GAZETTE NOTICE No. 1073

THE TRADE UNIONS ACT

(Cap. 233)

PURSUANT to section 63 of the above-mentioned Act, notice is hereby given that the under-mentioned branches of the Kenya Civil Servants' Union have been registered under the Trade Unions Act:—

1. Western Provincial Branch.
2. Eastern Provincial Branch.

Dated this 31st day of March, 1971.

G. M. MWANIKI,
Assistant Registrar of Trade Unions.

GAZETTE NOTICE No. 1074

THE TRADE UNIONS ACT

(Cap. 233)

PURSUANT to section 63 of the above-mentioned Act, notice is hereby given that the under-mentioned branches of the Kenya Civil Servants' Union have been registered under the Trade Unions Act:—

1. Coast Provincial Branch.
2. Rift Valley Provincial Branch.
3. Nairobi Provincial Branch.
4. Nyanza Provincial Branch.

Dated this 23rd day of March, 1971.

G. M. MWANIKI,
Assistant Registrar of Trade Unions.

GAZETTE NOTICE No. 1075

(CS/1331/56)

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490)

APPOINTMENT OF LIQUIDATOR

(Variation Order)

WHEREAS by order dated the 5th day of September, 1968, Joseph Kyobe was appointed liquidator of the Thika Traders Co-operative Society Limited and whereas the said Joseph Kyobe is unable to act as liquidator:

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

Given under my hand at Nairobi this 24th day of March, 1971.

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

GAZETTE NOTICE No. 1076

THE AFRICAN CHRISTIAN MARRIAGE AND DIVORCE ACT

(Cap. 151)

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

SCHEDULE

Denomination.—The Local Churches of Kenya, P.O. Box 1296, Kisumu.

Names of Ministers:—

- Rev. Allen Ojuang.
Rev. William Obonyo.
Rev. Godfrey Kanja.
Rev. William Masini.

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

M. L. HANDA,
Assistant Registrar-General.

GAZETTE NOTICE No. 1077

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
1853	Valabhdas Anandji Limited.
2426	Philipsons Limited.
3159	Kisumu Housing Society Limited.
7149	Mumbu Limited.
7607	African Exports Limited.
7654	The Nairobi Studio Limited.
7669	Modern Gowns Limited.
7688	Forget Me Not Limited.
7766	Maralallopok Beer Wholesalers Company Limited.

Dated this 16th day of April, 1971.

O. M. SAMEJA,
Assistant Registrar of Companies.

GAZETTE NOTICE No. 1078

ADDENDUM

IN the Gazette Notice No. 852 add the following entry at the end thereof:—

Reg. No.	Former Name	New Name
6149	Ciba East Africa Limited.	Ciba-Geigy (East Africa) Limited.

Dated this 13th day of April, 1971.

O. M. SAMEJA,
Assistant Registrar of Companies.

GAZETTE NOTICE No. 1079

THE BUSIA DISTRICT

LOSS OF SCHOOL FEES RECEIPT BOOKS, 1971

NOTICE is hereby given that the following 1st Quarter School Fees for 1971 receipt books have been lost. The books are now invalid and the Government will not accept any moneys received against these books after 8th March, 1971.

Any person who may have any information regarding the whereabouts the books are is kindly requested to contact the office of the District Commissioner, P.O. Box 14, Busia Market, or the nearest Police Station.

Sh.		Sh.
545803-850 @ 24		546901-950 @ 24
545755-800 @ 24		560001-050 @ 24
545302-350 @ 24		560051-100 @ 24
545461-500 @ 24		560101-150 @ 24
545251-300 @ 24		560151-200 @ 24
545651-700 @ 24		560201-250 @ 24
546151-200 @ 24		560251-300 @ 24
546201-250 @ 24		560301-350 @ 24
546251-300 @ 24		560351-400 @ 24
546301-350 @ 24		560401-450 @ 24
546351-400 @ 24		560451-500 @ 24
546751-800 @ 24		21001-050 @ 72
546801-850 @ 24		21051-100 @ 72
546851-900 @ 24		498901-950 official receipt (F.O.6)

Dated this 23rd day of March, 1971.

S. M. TIMOTHY,
District Commissioner, Busia.

GAZETTE NOTICE No. 1080

THE MERU COUNTY COUNCIL

THE MERU URBAN COUNCIL AND TIMAU TOWNSHIP

SUPPLEMENTARY VALUATION ROLLS—1969

Meru Urban Council and Timau Township

NOTICE is hereby given that the Supplementary Valuation Roll for the year 1969 in respect of Meru Urban Council and Timau Township has been laid before a meeting of the Meru County Council and is now available at the office hours.

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

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

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

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

Dated at Meru this 10th day of April, 1971.

G. K. MWOBODIA,
Acting Clerk of the Council.

GAZETTE NOTICE No. 1081

THE MASAKU URBAN COUNCIL

DRAFT SUPPLEMENTARY VALUATION ROLL, 1970

NOTICE is hereby given that no objections to the Draft Supplementary Valuation Roll, 1970, having been received (all objections to the Draft Supplementary Valuation Roll, 1970, having been withdrawn) the said draft roll has been signed and certified to that effect in accordance with section 11 (1) of the Valuation for Rating Act and now becomes the Supplementary Valuation Roll, 1970, for Machakos Township.

D. M. MUSAU,
Clerk to Council.

GAZETTE NOTICE No. 1082

(CC/LG. 5/7/Vol. II/41)

THE COUNTY COUNCIL OF TAITA/TAVETA

DRAFT SUPPLEMENTARY VALUATION ROLL, 1969

NOTICE is hereby given that the Draft Supplementary Valuation Roll for the year 1969 in respect of Voi and Taveta Townships has been laid before a meeting of the Taita/Taveta County Council and is now available at the County Council offices, Wundanyi, for public inspection during normal office hours.

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

- by inclusion of any rateable property in, or by the omission of any rateable property from the Valuation Roll; or
- by any value ascribed in the said Valuation Roll 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 to the Clerk to Council at any time before the expiration of 28 days from the date of publication of this notice. Such objections should be made in writing.

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

Dated this 13th day of April, 1971.

G. M. MJOMBA,
Clerk to the Council.

GAZETTE NOTICE No. 1083

THE MURANG'A COUNTY COUNCIL

ASSESSMENT RATES—1971

PURSUANT to the provisions of section 15 of the Rating Act (Cap. 267 of the Laws of Kenya), notice is hereby given that the County Council of Murang'a has levied a rate of 3 per cent for the year 1971, on unimproved site values as shown in the Valuation Roll, 1969 and Supplementary Valuation Rolls in respect of Fort Hall, Maragua and Saba Saba Townships.

The above rate will become due and payable at the Council offices, Murang'a, on or before 30th June, 1971.

Under section 16 (3) of the Rating Act interest shall be payable at the rate of 1 per cent per month or part thereof of any rate remaining unpaid after 30th June, 1971.

Z. MUHIA,
Clerk to the Council,
County Hall,
P.O. Box 52, Murang'a.
Murang'a,
7th April, 1971.

GAZETTE NOTICE No. 859

THE CITY COUNCIL OF NAIROBI

THE LOCAL GOVERNMENT (BUILDING) BY-LAWS, 1968
(L.N. 15 of 1969)

APPLICATION OF THE LOCAL GOVERNMENT (GRADE II BUILDING) BY-LAWS, 1968 (L.N. No. 16 of 1969) TO THE DAGORETTI AREA AND MATHARE VALLEY AREA OF THE CITY

IT IS notified for general information that the City Council of Nairobi in pursuance of by-law 3 (3) of the Local Government (Building) By-laws, 1968 (L.N. No. 15 of 1969) has, with the approval of the Minister for Local Government, scheduled certain residential areas in Dagoretti Area and Mathare Valley Area. The areas so scheduled shall be subject to the Local Government (Grade II Building) By-laws, 1968 (L.N. No. 16 of 1969).

Interested persons are invited to view the scheduled areas in Room 244, Second Floor, City Hall, Nairobi, during normal working hours.

The attention of the public is particularly invited to the following requirements which must be adhered to even with the application of the Local Government (Grade II Building) By-laws, 1968:—

- That the Grade II By-laws will only be limited to buildings designed and intended for residential purposes.
- That prior to commencing erection of building or structure in any piece of land or plot within the City boundaries, building plans related to such proposals must be approved by Council in the first instance.

S. J. GETONGA,
Ag. Town Clerk,
City Hall,
Nairobi,
25th March, 1971.
P.O. Box 30075, Nairobi.

GAZETTE NOTICE No. 1084

MINISTRY OF WORKS
CENTRAL TENDER BOARD
TENDER NOTICE No. 17/A/71

TENDERS are invited for the supply of—

Foam Compound in 5-gallon drums (or metric equivalent).

Tenders should be based on offers of contract periods for one, two or three years commencing 1st May, 1971.

Tendered prices should be for delivery to Ministry of Works Stores, Liverpool Road, Nairobi, inclusive of all expenses and cost of packing. These prices should remain firm for the periods stated above.

Estimated annual requirement will be between 6,000 to 8,000 gallons but actual requirement may be more or less, depending on the exigencies of service. Tenderers should state time required to execute an initial order of 1,500 gallons and subsequent orders for similar quantities.

Brand/manufacturer's name and their country of origin must be stated.

Acceptance of any tender shall be subject to the General Conditions of Contract, a copy of which may be collected from Supplies Branch, Ministry of Works Headquarters, Nairobi.

Tenders must be enclosed in a plain sealed envelope marked "Tender for Foam Compound (17/A/71)" and addressed to reach the Chief Purchasing Officer, Ministry of Works, P.O. Box 30346, Nairobi, or be placed in the Tender Box at the Supplies Branch, Upper Ground Floor, Ministry of Works Headquarters, Ngong Road, Nairobi, not later than 9 a.m. on 7th May, 1971. Tenders not so addressed and endorsed are liable to be rejected and any tender received after the stated time and date will not be considered. The Government does not bind itself to accept the lowest or any tender and reserves the right to accept any tender in part (or for a period of one, two or three years) unless a tenderer expressly stipulates to the contrary.

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

GAZETTE NOTICE No. 1085

EAST AFRICAN RAILWAYS CORPORATION

TENDER NOTICE

TENDERS are invited for the supply of about 24,000 cu. ft. Hoppus measurement (approximately 32,000 cu. ft. true measure) timber Mvule logs for a period of 24 months from 1st June, 1971.

Regular monthly deliveries each of about 970 cu. ft. Hoppus measurement are required.

Tenderers must quote a price delivered f.o.r. at the station nearest to their mill, which station must be named.

The successful tenderer will be required to enter into an agreement for the supply of the logs and must be prepared to furnish a cash deposit or bank guarantee for a sum equal to 5 per cent of the total value of the contract against satisfactory completion of the contract.

A detailed specification for these logs may be obtained on request, from the Chief Supplies Officer, East African Railways Corporation, P.O. Box 30540, Nairobi. Only tenders from bona fide concessionaires will be considered, and concession certificate must be submitted along with the tender.

Tenders in plain sealed envelopes superscribed "Tender for Mvule Logs" must be addressed to the Chairman, Railways Headquarters Tender Board, P.O. Box 30066, Nairobi, so as to reach him not later than 10 a.m. on Saturday, 15th May, 1971, and tenders will be opened in public at 10.30 a.m. on the same day in the Conference Room, Railways Headquarters. Tenderers or their representatives may attend the opening.

Tenderers are requested to note that tenders sent through the post must bear a postmark of at least five days earlier than the date given above.

The lowest or any tender will not necessarily be accepted.

MELITUS NYANDONG',
Acting Chief Supplies Officer,
P.O. Box 30540, Nairobi.

GAZETTE NOTICE No. 1086

EAST AFRICAN RAILWAYS CORPORATION

TENDER NOTICE

TENDERS are invited for the supply of about 42,000 cu. ft. Hoppus measurement (approximately 56,000 cu. ft. true measure) timber Munyama logs for a period of 24 months from 1st June, 1971.

Regular monthly deliveries each of about 1,750 cu. ft. Hoppus measurement are required.

Tenderers must quote a price delivered f.o.r. at the station nearest to their mill, which station must be named.

The successful tenderer will be required to enter into an agreement for the supply of the logs and must be prepared to furnish a cash deposit or bank guarantee for a sum equal to 5 per cent of the total value of the contract against satisfactory completion of the contract.

A detailed specification for these logs may be obtained on request, from the Chief Supplies Officer, East African Railways Corporation, P.O. Box 30540, Nairobi. Only tenders from bona fide concessionaires will be considered, and concession certificate must be submitted along with the tender.

Tenders in plain sealed envelopes superscribed "Tender for Munyama Logs" must be addressed to the Chairman, Railways Headquarters Tender Board, P.O. Box 30066, Nairobi, so as to reach him not later than 10 a.m. on Saturday, 15th May, 1971, and tenders will be opened in public at 10.30 a.m. on the same day in the Conference Room, Railways Headquarters. Tenderers or their representatives may attend the opening.

Tenderers are requested to note that tenders sent through the post must bear a postmark of at least five days earlier than the date given above.

The lowest or any tender will not necessarily be accepted.

MELITUS NYANDONG',
Acting Chief Supplies Officer,
P.O. Box 30540, Nairobi.

GAZETTE NOTICE No. 1087

EAST AFRICAN RAILWAYS CORPORATION

TENDER NOTICE

TENDERS are invited for the supply of various cut-sizes of prime grade podocarpus timber to the Kenya Section of the East African Railways Corporation, for a period of 24 months from 1st June, 1971.

Detailed specification, terms and conditions of tender, may be obtained on request, from the undersigned.

Sealed tenders in plain envelopes, superscribed "Tender for PODE Cut-Sizes Timber" should be addressed to the Chairman, Railways Headquarters Tender Board, P.O. Box 30066, Nairobi, so as to reach him not later than 10 a.m. on Saturday, 15th May, 1971, and the tenders will be opened in public at 10.30 a.m. the same day in the Conference Room, Railways Headquarters. Tenderers or their representatives may attend the opening.

Tenders sent through the post must bear a postmark of at least five days earlier than the date given above.

The lowest or any tender will not necessarily be accepted.

MELITUS NYANDONG',
Acting Chief Supplies Officer,
P.O. Box 30540, Nairobi.

GAZETTE NOTICE No. 1088

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the ladies' garments business formerly carried on by Elaine Limited of P.O. Box 1459, Nairobi, Kenya, at Standard Building at Plot No. 209/899, Wabera Street, Nairobi aforesaid, which said business was known and described as Elaine Boutique, was, on the 15th day of March, 1971, sold and transferred to Zaverchand Popatlal Haria, Mansukhlal Popatlal Haria and Ramniklal Popatlal Haria, all of P.O. Box 3474, Nairobi aforesaid, who will carry on the said business at the same place under the registered firm name of Elaine Boutique.

The address of the transferors is P.O. Box 1459, Nairobi.

The address of the transferees is P.O. Box 3474, Nairobi.

The transferees do not assume nor do they intend to assume any liability incurred in the said business by the transferors up to and including the 14th day of March, 1971, and the same shall be paid and discharged by the transferors and likewise all debts due and owing to the transferors up to and including the said 14th day of March, 1971, will be received by the transferors.

Dated at Nairobi this 26th day of March, 1971.

ELAINE LIMITED,
Transferors.

ZAVERCHAND POPATLAL HARIA,
MANSUKHLAL POPATLAL HARIA,
RAMNIKHAL POPATLAL HARIA,
Transferees.

GAZETTE NOTICE No. 1089

DISSOLUTION OF PARTNERSHIP

NOTICE is hereby given that the partnership heretofore subsisting between Hassanali Jusabali Ahamed, Francis Mbugua and Rahematali Mohamed Javer, all of P.O. Box 1382, Nairobi, carrying on business at Chambers Building, Kenyatta Avenue, Nairobi, under the name and style of Shiburam & Company, has been dissolved by mutual consent by the retirement therefrom of the said Francis Mbugua and Rahematali Mohamed Javer as from the 1st day of September, 1970. The continuing partner Hassanali Jusabali Ahamed will henceforth carry on the said business at the same place and under the same firm name. All assets and liabilities on the said business up to and including the 30th day of August, 1970, will be collected and discharged by the said continuing partner.

Dated at Nairobi this 13th day of April, 1971.

AZIZ MOHAMED,
Advocate for the Retiring Partners.

HASSANALI JUSABALI AHAMED,
Continuing Partner.

GAZETTE NOTICE No. 1090

THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS Akbarali Abdulhussein Waljee Ranjee of Nairobi and Mussin Abdulhussein Waljee of Lamu in the Republic of Kenya, are the registered proprietors for an estate in fee simple of all that piece of land situate in the Coast Province in the District of Lamu and known as Plot No. 322 of Section I by virtue of a Certificate of Ownership No. 6490 registered as No. C.R. 5296/1 and whereas sufficient evidence has been adduced to show that the said Certificate of Ownership has been lost notice is hereby given that after expiration of 90 days from the date hereof I shall issue Provisional Certificate provided that no objection has been received within that period.

Dated at Mombasa this 23rd day of April, 1971.

G. G. NDORIA,
Registrar of Titles.

NOW ON SALE

CATALOGUE OF GOVERNMENT PUBLICATIONS

This is the first comprehensive catalogue of publications that are available from the Government Printer, Nairobi, compiled as a result of many inquiries from customers who have until now been lacking information on the range of publications that are available.

Date of issue: January 1971

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