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GAZETTE NOTICE No. 1091

THE PHARMACY AND POISONS ACT

(Cap. 244)

APPOINTMENT OF MEMBERS

IN EXERCISE of the powers conferred by subsections (3) and (4) of section 3 of the Pharmacy and Poisons Act, the Minister for Health hereby appoints, with effect from 1st April, 1971—

Silas Gatobu,
A. Wynn-Edwards,

as members of the Pharmacy and Poisons Board; and revokes the appointment of—

M. K. Jappu,
E. S. Wangusi,

as members of the said Board.

Dated this 22nd day of April, 1971.

I. E. OMOLO OKERO,
Minister for Health.

GAZETTE NOTICE No. 1092

THE KENYA MEAT COMMISSION ACT

(Cap. 363)

APPOINTMENT OF MEMBER

IN EXERCISE of the powers conferred by section 3 (1) (d) of the Kenya Meat Commission Act, the Minister for Agriculture hereby appoints—

RICHARD KEMOLI

to be a member of the Kenya Meat Commission, in place of P. Meinertzhagen.

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

GAZETTE NOTICE No. 1093

THE WHEAT INDUSTRY ACT

(Cap. 344)

REAPPOINTMENT OF CHAIRMAN

IN EXERCISE of the powers conferred by section 4 (2) (b) of the Wheat Industry Act, the Minister for Agriculture hereby reappoints, with effect from 28th February, 1971—

MAJ. GEN. J. K. EDWARDS, C.B.E., D.S.O., M.C.

to be Chairman of the Wheat Board for a period of one year.

Dated this 19th day of April, 1971.

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

GAZETTE NOTICE No. 1094

JUDICIAL SERVICE COMMISSION

REVOCATION OF APPOINTMENT

THE appointment of—

WILFRED FRANCIS FRANKLIN SIBONDO-ODUOL

as District Magistrate is cancelled with effect from 16th April, 1971.

Gazette Notice No. 1013 of 1971, in so far as Mr. Sibondo-Oduol is concerned, is cancelled.

Dated this 23rd day of April, 1971.

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

GAZETTE NOTICE No. 1095

JUDICIAL SERVICE COMMISSION

APPOINTMENT OF DISTRICT MAGISTRATE

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 person named in the first column to be District Magistrate, with power to hold a Magistrate's Court of the class designated in the second column, and assigns him to the district named in the third column.

Name	Class of Court	District
Wilfred Francis Franklin Sibondo-Oduol.	Third Class	Marsabit

Dated this 24th day of April, 1971.

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

GAZETTE NOTICE No. 1096

(28/5/27/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—

Musa Nyandusi; and

(b) appoints—

Zachariah Angwenyi,

as Visiting Justices to Kisii Prison in the Kisii District, Central Nyanza Province.

Dated this 21st 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. 464/1965.

GAZETTE NOTICE No. 1097

(28/5/36)

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—

Jasin ole Sein; and

(b) appoints—

Paul Kipanet Lantey,

as Visiting Justices to Athi River Prison, in the Kajiado District, Rift Valley Province.

Dated this 25th day of February, 1971.

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

*L.N. 692/1963. †G.N. 159/1967.

GAZETTE NOTICE No. 1098

THE TAX RESERVE CERTIFICATES ACT

(Cap. 418)

LOSS OF CERTIFICATE

IN PURSUANCE of the provision of regulation 13 of the Tax Reserve Certificates Regulations, notice is hereby given that the undermentioned certificate has been lost and that it is proposed to issue a duplicate of such certificate after the expiry of 30 days from the date of this advertisement.

Tax Reserve Certificate No. 64152 of 10th July, 1970, for K£20 held by Keith James Trayner.

P. NDEGWA,
Permanent Secretary to the Treasury.

GAZETTE NOTICE No. 1099

THE GENERAL LOCAL LOANS ACT

(Cap. 420)

LOSS OF STOCK CERTIFICATE

IN PURSUANCE of provision of regulation 15 (2) of the Local Loans Regulations, 1945, the Permanent Secretary to the Treasury, hereby gives notice that the undermentioned Stock Certificate has been lost, and that it is proposed after the expiration of 30 days from the date of this notice to issue a duplicate of such certificate:—

6½ per cent Kenya Stock 1965, Stock Certificate No. 66 in the name of County Council of the Central Rift.

P. NDEGWA,
Permanent Secretary to the Treasury.

GAZETTE NOTICE No. 1100

THE ADVOCATES (ADMISSION) REGULATIONS

(Cap. 16, Sub. Leg.)

NOTIFICATION

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

LEE GACUIGA MUTHOGA

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

Dated this 27th day of April, 1971.

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

GAZETTE NOTICE No. 1101

THE REGISTRATION OF TITLES ACT

(Cap. 281)

WHEREAS late Haji Mohamed Din was registered as proprietor of all that piece of land comprising nought decimal nought nought six one one (0.00611) of an acre or thereabouts known as Land Reference No. 209/795 (Original No. 137/57) situate in the City of Nairobi in the Nairobi Area held under a Certificate of Title registered as I.R. No. 2923/1 and whereas letters of administration of estate of Haji Mohamed Din deceased were granted to Mohamed Yusuf s/o Haji Mohamed under Probate and Administration Cause No. 47 of 1945 and whereas the said letters of administration are presented for registration and whereas affidavit has been filed in the terms of section 65 (1) (h) of the said Act declaring that the said Certificate of Title I.R. 2923/1 has been lost notice is hereby given that after fourteen (14) days from the date hereof provided that no objection has been received within the period I intend to dispense with the production of the said Certificate of Title I.R. 2923 and to proceed with the registration of the said letters of administration.

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

S. H. SHAH,
Registrar of Titles.

GAZETTE NOTICE No. 1102

THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS Salim Nganzi, of Utange, Mombasa in the Republic of Kenya, is registered as proprietor of all that piece of land situate at Mto Panga in the District of Mombasa and known as Plot No. 348 of Section II Mainland North by virtue of a Certificate of Ownership No. 2216 registered as No. C.R. 1009/1 and whereas sufficient evidence has been adduced to show that the said Certificate of Ownership has been lost notice is hereby given that after the expiration of 90 days from the date hereof I shall issue a Provisional Certificate provided that no objection has been received within that period.

Dated at Mombasa this 30th day of April, 1971.

G. G. NDORIA,
Registrar of Titles.

GAZETTE NOTICE No. 1103

(LEGIS/14/Vol. I/106)

THE ANIMAL DISEASES ACT

(Cap. 364)

IN EXERCISE of the powers conferred by section 2 of the Animal Diseases (Compulsory Foot-and-Mouth Disease Vaccination) Rules, 1966, the Director of Veterinary Services hereby declares the area described in the Schedule to be a compulsory Foot-and-Mouth Vaccination Area.

SCHEDULE

- (i) The whole of Kirinyaga administrative district.
- (ii) The whole of any farm lying partly within and partly outside the Kirinyaga administrative district.

Dated this 13th day of April, 1971.

I. E. MURIITHI,
Director of Veterinary Services.

GAZETTE NOTICE No. 1104

(QUAR/O/XI/10)

THE ANIMAL DISEASES ACT

(Cap. 364)

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

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

Kabete,
15th April, 1971.

I. E. MURIITHI,
Director of Veterinary Services.

SCHEDULE I—EAST COAST FEVER

Mautuma Scheme; The Officer-in-Charge, P.O. Box 3, Turbo; Kakamega District.

L.R. No. 1464/1; The Manager, Komolet Farm, P.O. Box 37, Songhor; Songhor/Nandi District.

SCHEDULE II—NEWCASTLE DISEASE

Embu Township; The District Commissioner, P.O. Box 3, Embu; Embu District.

Thomson's Falls Township; The District Officer, Thomson's Falls; Nyandarua District.

SCHEDULE III

First Column	Second Column
Gazette Notice No. 2562 dated the 15th day of August, 1970.	By deleting from Schedule II (East Coast Fever) thereto the following:— "L.R. No. 8155; H. J. Haynes, P.O. Box 11, Kiganjo; Nyeri District."
Gazette Notice No. 325 dated the 31st day of January, 1971.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "Central Division; The District Commissioner, Tana River; Tana River District."
Gazette Notice No. 3697 dated the 30th day of November, 1970.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "Migwani Location; The District Commissioner, P.O. Box 1, Kitui; Kitui District."
Gazette Notice No. 82 dated the 31st day of December, 1970.	By deleting from Schedule II (East Coast Fever) thereto the following:— "L.R. Nos. 6084/16 and 7324/2; The Manager, Toroton Farm, P.O. Songhor; Songhor/Nandi District."
Gazette Notice No. 2036 dated the 1st day of July, 1970.	By deleting from Schedule II (East Coast Fever) thereto the following:— "L.R. No. 1629; The Manager, Cheptonon Farm, P.O. Box 30, Muhoroni; Songhor/Nandi District."
Gazette Notice No. 644 dated the 28th day of February, 1971.	By deleting from Schedule II (East Coast Fever) thereto the following:— "L.R. Nos. 5523, 2070, 2065, 3023; Pineland Limited, P.O. Box 794, Kitale; Trans Nzoia District."
Gazette Notice No. 10 dated the 15th day of December, 1970.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "Mbalambala Division; The District Commissioner, Garissa; Garissa District."
Gazette Notice No. 3588 dated the 15th day of November, 1970.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "Kyenj Location; The District Commissioner, P.O. Box 3, Embu; Embu District."
Gazette Notice No. 220 dated the 15th day of January, 1971.	By deleting from Schedule I (Foot-and-Mouth Disease) thereto the following:— "Kagaari Location; The District Commissioner, P.O. Box 3, Embu; Embu District."

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. 897

THE GOVERNMENT LANDS ACT

(Cap. 280)

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

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

Conditions of Sale

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

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

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

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

(i) principal access;

(ii) an indication of the number of bedrooms;

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

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

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

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

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

(i) If the applicant is offered and takes up and pays for the plot within the period of 14 days as required by Condition No. 4 below, the deposit will be credited to him.

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

(iii) If the application is successful and the applicant fails to take up and pay for the plot offered to him within the period of 14 days as required by Condition No. 4 below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

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

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

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

General Conditions

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

Special Conditions

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

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

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

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

4. The land and buildings shall only be used for hotel purposes.

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

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

7. The grantee shall not subdivide the land.

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

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

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

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

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

SCHEDULE

Area.—0.949 acres (approximately).

Stand premium.—Sh. 56,000.

Annual rent.—Sh. 11,200.

Provisional service charges.—Sh. 36,000.

Survey fees.—Payable on demand.

GAZETTE NOTICE No. 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. 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. 1105

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

NOTICE OF INTENTION TO ACQUIRE LAND

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

L.R. No.	Area Approximately				Situation
7135/6	20-24 Hectares	or	50 Acres		Embakasi
7135/28	20-15	"	49-8	"	"
7135/29	9-60	"	23-72	"	"
7135/8	9-75	"	24-1	"	"
7137/27	7-11	"	17-58	"	"
7839	9-79	"	24-2	"	"
7135/20	61-72	"	152-5	"	"
7075/21	46-78	"	115-6	"	"
7075/3	20-11	"	49-7	"	"
7075/20	13-88	"	34-3	"	"
7075/7	20-24	"	50	"	"
7075/8	17-81	"	44	"	"
7075/17	40-47	"	100	"	"
7075/13	13-07	"	32-3	"	"
7075/10	42-70	"	105-5	"	"
7075/18	44-52	"	110	"	"
7075/11	40-47	"	100	"	"
7135/14	37-23	"	92	"	"
7135/25	32-17	"	79-5	"	"
7135/30	30-35	"	75	"	"
7149/3	8-09	"	20	"	"
12017	15-27	"	37-74	"	"
9041	558-48	"	1380	"	"
3955/2	379-20	"	937	"	"
3864	1005-27	"	2484	"	"
7149/11	182-12	"	450	"	"
7149/1	8-09	"	20	"	"

A plan of the land affected may be inspected during office hours at the office of the Commissioner of Lands, Nairobi.

Dated this 26th day of April, 1971.

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

GAZETTE NOTICE No. 1106

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

NOTICE OF INQUIRY

IN PURSUANCE of section 9 (1) (a) of the Land Acquisition Act, 1968, I hereby give notice that an inquiry will be held on 7th June, 1971, in the Board Room at the Lands Office, Harambee Avenue, Nairobi, during the hours of 10.00 a.m. to 12.30 p.m. for the hearing of claims to compensation by persons interested in the following land:—

L.R. No.	Area Approximately				Situation
7135/6	20-24 Hectares	or	50 Acres		Embakasi
7135/28	20-15	"	49-8	"	"
7135/29	9-60	"	23-72	"	"
7135/8	9-75	"	24-1	"	"
7137/27	7-11	"	17-58	"	"
7839	9-79	"	24-2	"	"
7135/20	61-72	"	152-5	"	"
7075/21	46-78	"	115-6	"	"
7075/3	20-11	"	49-7	"	"
7075/20	13-88	"	34-3	"	"
7075/7	20-24	"	50	"	"
7075/8	17-81	"	44	"	"
7075/17	40-47	"	100	"	"
7075/13	13-07	"	32-3	"	"
7075/10	42-70	"	105-5	"	"
7075/18	44-52	"	110	"	"
7075/11	40-47	"	100	"	"
7135/14	37-23	"	92	"	"
7135/25	32-17	"	79-5	"	"
7135/30	30-35	"	75	"	"
7149/3	8-09	"	20	"	"
12017	15-27	"	37-74	"	"
9041	558-48	"	1380	"	"
3955/2	379-20	"	937	"	"
3864	1005-27	"	2484	"	"
7149/11	182-12	"	450	"	"
7149/1	8-09	"	20	"	"

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

Dated this 26th day of April, 1971.

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

GAZETTE NOTICE No. 1107

THE REGISTERED LAND ACT

(Cap. 300)

MURANG'A DISTRICT—PETROL SERVICE STATIONS

THE Commissioner of Lands on behalf of the Murang'a County Council gives notice that plots in undermentioned markets as described in the Schedule hereto are available for alienation and applications are invited for the direct grant of the plots.

2. A plan of the plots may be seen at the offices of County Council of Murang'a, P.O. Box 52, Fort Hall.

3. Applications should be submitted to the Clerk to the Council, Murang'a County Council, so as to reach him not later than noon on 29th May, 1971.

4. Applicants must enclose with their applications a sum of Sh. 1,000 in cash or send a postal order, money order or banker's order made payable to Clerk to Murang'a County Council as deposit which will be dealt with as follows:—

- (a) If the applicant is offered and takes up and pays for the plot within a period of 14 days as required in paragraph 5 below, the deposit will be credited to him.
- (b) If the application is unsuccessful, the applicant's deposit will be refunded 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 the following paragraph, the Clerk to the Council may declare the deposit forfeited and the applicant shall have no further claim to the grant thereto.

5. The allottee of the plot will pay to the Clerk to the Council within 14 days of notification that his application has been approved the assessed stand premium and proportion of annual rent together with the fees payable in respect of the preparation and registration of grant (Sh. 35). In default of payment within the specified period, the Clerk to the Council may cancel the allocation and the applicant shall have no further claim to the grant of the plot.

6. Applicants other than recognized oil companies should forward documentary evidence to indicate the source of petroleum products.

General Conditions

1. The ordinary conditions applicable to grants of this nature, except as varied hereby, shall apply to this grant.
2. 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.

Special Conditions

1. The lessee shall complete the erection of approved buildings on the land within 24 months of the commencement of the term.
2. The erection of buildings shall not be commenced until plans (including block plans showing the position of the buildings and a system of drainage for disposing of sewage, surface and sullage water), drawings, elevations and specifications thereof have been approved in writing by the lessor and by any authority whose approval is required by law. Such plans, drawings, elevations and specifications shall be submitted for approval in duplicate.
3. The lessee shall maintain the buildings and the drainage system in good repair and condition to the satisfaction of the lessor.
4. No additions shall be made to the approved buildings without the prior consent in writing of the lessor.
5. The land shall only be used for a petrol service station and the lessee shall, throughout the term and to the satisfaction of the lessor, make substantial use of the land for such purposes.
6. The land shall not be used in any manner which the lessor considers to be dangerous or offensive to the public or the neighbourhood.
7. The land shall not be subdivided.
8. The land shall not be charged, sublet, or subleased or transferred without the prior consent of the lessor in writing. No application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 1 has been performed.
9. The lessee shall pay all sums that may from time to time be demanded by the lessor in respect of the cost of construction, maintaining, repairing, improving and renewing all roads, drains and sewers serving or adjoining the land.
10. The lessee shall be responsible for all rates, taxes, charges or duties of whatever description that may be levied, imposed or charged by the Government or any local government authority upon the land or the buildings.

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

12. The lessor or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains, service pipes and drains, telephone and telegraph wires and electric mains of all descriptions either overhead or underground.

13. The lessee 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 rules made from time to time thereunder.

14. The County Council 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 County Council.

SCHEDULE

Make of Market	Plot No.	Area (Hectare)	Stand Premium Sh.	Annual Rent Sh.	Road Charges
Kangema ..	6	0-0704	16,000	3,200	Payable on demand
Gatura ..	33	0-0688	12,000	2,400	
Kiriaini ..	54	0-1113	12,000	2,400	
Kahuro ..	15	0-0946	12,000	2,400	
Ndunyu-Chege ..	12	0-0865	16,000	3,200	„

GAZETTE NOTICE No. 1108

THE REGISTERED LAND ACT

(Cap. 300)

EMBU TOWNSHIP/424—A CINEMA PLOT

THE Commissioner of Lands on behalf of the Embu County Council gives notice that a plot in Embu 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 offices of County Council of Embu, P.O. Box 140, Embu.

3. Applications should be submitted to the Clerk to the Council, Embu County Council, so as to reach him not later than noon on 29th May, 1971.

4. Applicants must enclose with their applications a sum of Sh. 1,000 in cash or send a postal order, money order or banker's order made payable to Clerk to Embu County Council as deposit which will be dealt with as follows:—

- (a) If the applicant is offered and takes up and pays for the plot within a period of 14 days as required in paragraph 5 below, the deposit will be credited to him.
- (b) If the application is unsuccessful, the applicant's deposit will be refunded 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 the following paragraph, the Clerk to the Council may declare the deposit forfeited and the applicant shall have no further claim to the grant thereto.

5. The allottee of the plot will pay to the Clerk to the Council within 14 days of notification that his application has been approved the assessed stand premium and proportion of annual rent together with the fees payable in respect of the preparation and registration of grant (Sh. 35). In default of payment within the specified period, the Clerk to the Council may cancel the allocation and the applicant shall have no further claim to the grant of the plot.

6. Applicants other than recognized oil companies should forward documentary evidence to indicate the source of petroleum products.

General Conditions

1. The ordinary conditions applicable to grants of this nature, except as varied, shall apply to this grant.
2. 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.

Special Conditions

1. The lessee shall complete the erection of approved buildings on the land within 24 months of the commencement of the term.
2. The erection of buildings shall not be commenced until plans (including block plans showing the position of the buildings and a system of drainage for disposing of sewage,

surface and sillage water), drawings, elevations and specifications thereof have been approved in writing by the lessor and by any authority whose approval is required by law. Such plans, drawings, elevations and specifications shall be submitted for approval in duplicate.

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

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

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

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

7. The land shall not be subdivided.

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

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

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

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

12. The lessor or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains, service pipes and drains, telephone and telegraph wires and electric mains of all descriptions either overhead or underground.

13. The County Council reserves the right to revise the annual ground rent of Sh. 400 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 County Council.

SCHEDULE

Plot No.—424.

Area.—0.1115 hectare.

Stand premium.—Sh. 2,000.

Annual rent.—Sh. 400.

Road charges.—Payable on demand.

GAZETTE NOTICE NO. 1109

THE REGISTERED LAND ACT, 1963 (No. 25 of 1963)

MAGUNDA TOWNSHIP, LAIKIPIA SOUTH SETTLEMENT SCHEME NO. 271: PLOTS FOR HOTELS, SHOPS, WORKSHOPS, CHARCOAL AND HIDES AND SKINS

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

2. A plan of the plots may be seen at the offices of the District Commissioner, the Local Senior Settlement Officer and the Clerk to Council.

3. Applications should be submitted to the Commissioner of Lands through the District Commissioner and not direct so as to reach the District Commissioner not later than 4th June, 1971.

4. Applicants must enclose with their applications the sum of Sh. 200 as a deposit, which will be dealt with as follows:—

- If the applicant is offered and takes up and pays for a plot within a period of 30 days as required in paragraph 5 below the deposit will be credited to him.
- If the application is unsuccessful the applicant's deposit will be refunded to him.
- If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 30 days as required in paragraph 5, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

5. Each allottee of a plot shall pay to the Commissioner of Lands within 30 days of the notification that his application has been approved, the assessed stand premium and proportion of annual rent together with survey fees also the fees payable in respect of preparation and registration of the grant and stamp duty assessed at 2 per cent of the stand premium and annual rent, in default of payment of which 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 offered.

General Conditions

The ordinary conditions applicable to township grants of this nature as varied hereby shall apply to the grants:—

- The grants shall be made initially for a term of 33 years convertible to 99 years in due course in cases where development has taken place to the required standard as shown in (b) below.
- The grantee will be required to erect within 24 months of the commencement of the lease buildings in traditional style in accordance with plans previously approved in writing by the local authority and the Commissioner of Lands. Should the buildings be of permanent materials and of an approved design and erected within two years of the commencement of the lease to the satisfaction of the authority concerned, the term of the lease, may, on application made prior to the expiry of the 33 years' lease be extended to 99 years at such rental and condition as may then be prescribed.
- The grantee shall maintain in good and substantial repair all buildings at any time erected on the land.
- To provide on the land to the satisfaction of the local authority, a proper system for the disposal of sewage and sullage water.
- The grantee shall erect a fence or plant a hedge on the boundaries of the land other than the frontage and shall keep such fence or hedge in good repair.
- The grantee shall use the land for the purpose of business (excluding the sale of petrol except where specifically permitted) and residence and shall not indulge in any trade or business which the Commissioner of Lands considers dangerous or offensive.
- The grantee shall not transfer, charge or part with the possession of the land without the previous written consent of the Commissioner of Lands.
- The Commissioner of Lands 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 such installations.
- The grantee will be required to pay such rates, taxes, charges, duties, assessments or outgoings of whatever descriptions as may be imposed, charged or assessed by any Government or local authority upon the land or the buildings erected thereon including any contributions or other sums paid in lieu thereof.

SCHEDULE

Plot No.	Area (approx.) Hectares	Stand Premium Sh.	Annual Rent Sh.	Road Charges Sh.	Survey Fees Sh.
Shops and Residence Plots 5-15 (1)	0.046	1,000	200	on demand	100
Plot 16 (1)	0.063	1,380	276	on demand	100
Workshops and Residence Plot 20 (1)	0.050	1,000	200	on demand	100
Plot 21 (1)	0.046	920	184	on demand	100
Plot 22 (1)	0.029	580	116	on demand	100
Storage and Processing of Hides and Skins Plot 25	0.063	1,260	252	on demand	100

GAZETTE NOTICE NO. 1110

THE INDUSTRIAL COURT

CAUSE NO. 43 OF 1970

Parties:—

Kenya Motor Engineering & Allied Workers' Union
and

Hill, Barrett Group of Companies

Issue in dispute:—

Terminal benefits for Mr. Samson Wasike in accordance with the negotiated agreement between the Union and the Companies.

1. The Kenya Motor Engineering and Allied Workers' Union shall hereinafter be referred to as the Claimants, and the Hill, Barrett Group of Companies shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on the 25th day of March, 1971, and relied on their written and verbal submissions. In addition, the Respondents called Mr. J. P. Barrett as a witness.

AWARD

3. On 21st January, 1970, Mr. Samson Wasike was summarily dismissed by the Respondents. The allegation against him was that he had come to work drunk and was incapable of performing his duties.

It is not disputed that he was engaged by the Respondents in October, 1952, and was dismissed on 21st January, 1970. The Court was also informed that the Respondents had inaugurated a Pension/Provident Fund in 1961 which was wound up in 1964 at the request of the staff and all moneys were paid out. Mr. Wasike was paid the full amount—his own and the Respondents' contribution amounting to a total sum of Sh. 553.

When Mr. Wasike was dismissed he reported the matter to the Claimants who took it up on his behalf and having failed to achieve any result satisfactory to them, they reported a trade dispute to the Ministry of Labour on 24th March, 1970.

The issues in dispute as recorded by the Permanent Secretary on 6th April, 1970, when Mr. P. Bukachi of Eldoret Labour Office was appointed an investigator were:—

- (a) Wages.
- (b) Leave.
- (c) Termination of service.
- (d) Severance pay.

The investigator having completed his work, the Permanent Secretary forwarded his "Finding and Recommendations" to the parties on 24th June, 1970, which were as follows:—

"After a careful study of the above submissions by the both parties I find that—

- (a) Mr. Wasike had a clean record for his 17 years of service with the management;
- (b) warnings purported to have been given to Mr. Wasike should have been recorded;
- (c) the action taken to dismiss the claimant has not been justified and has been too severe in the circumstances.

In view of the above findings, I recommend that Mr. Wasike's dismissal be reduced to normal termination of service with all his terminal benefits in accordance with negotiated agreement between the Union and the Management.

Finally, I appeal to both parties to accept these recommendations as a basis for settlement of the reported trade dispute."

Both parties accepted the Permanent Secretary's recommendations.

The Respondents on 16th July, 1970, wrote as follows to the Permanent Secretary:—

"We agree with the recommendation that Mr. Wasike's dismissal be reduced to normal termination with terminal benefits in accordance with the negotiated agreement between the Union and the company."

The Claimants intimated their acceptance on 30th July, 1970, in the following words:—

"I beg to refer to the Permanent Secretary's letter dated 24th June, 1970, containing the Ministry's recommendations in the above trade dispute and to confirm that this Union accepts the recommendations as a basis for the settlement of the above dispute and I shall be grateful if the management could please effect these immediately."

Subsequently there developed an argument between the parties as to the benefits to which Mr. Wasike was entitled, now that his termination was to be considered to be normal. Briefly this difference was that the Claimants insisted that he was entitled to severance pay as per the negotiated agreement between the parties while the Respondents maintained that he was not.

The dispute was eventually referred to the Industrial Court and the issue is as recorded hereinabove. It is pertinent to note that terminal benefits are being sought in accordance with the

negotiated agreement. It is therefore necessary to examine what is laid down and provided for in the negotiated agreement which was in force between the parties at the material time. The relevant clauses in this agreement are 12—Termination of service, 13—Redundancy and 15—Retirement.

It is clearly established that Mr. Wasike, having completed five years' service, is entitled to two months' salary in lieu of two months' notice. This is in accordance with clause 12.

There is no argument that Mr. Wasike was not declared "redundant". He is therefore not entitled to 15 days' pay per every completed year of service in accordance with the supplementary agreement to clause 13.

This leaves the remaining clause concerning "Retirement" which the Court finds not applicable to the present dispute.

The Court has carefully gone through the negotiated agreement but finds that there is no clause which provides for payment of severance pay in cases other than the ones mentioned hereinbefore.

Obviously this dispute has arisen because the parties, having failed to agree as to the extent of terminal benefits to which Mr. Wasike was entitled in accordance with the negotiated agreement, had referred this question back to the Ministry of Labour and on 8th October, 1970, were advised as follows:—

"Mr. Wasike should be paid his benefits as follows:—

- (a) Two months' salary in lieu of notice.
- (b) Wages for the days which he had worked prior to his dismissal, if any.
- (c) Any annual leave which has not been taken or which has been accumulated or proportionate leave at $1\frac{1}{3}$ days per month.
- (d) Since this employee worked for 17 years and since there is nothing in the negotiated agreement over severance pay, I would advise both parties to use the common principles which have been used by other parties that, on terminating the employment of an employee with five years' continuous service or longer a gratuity or severance pay should be paid by the employer consisting of half a month's salary of each completed year of service prior to introduction of the National Social Security Fund Scheme."

The Court finds that in para. (d) above the officer dealing with this matter made an error. He was quite correct in finding that there is nothing in the negotiated agreement over severance pay in the case of a normal termination of service. But he went quite wrong, when there was a properly negotiated agreement in force between the parties regulating the terms and conditions of employment of the Respondents' employees, in advising the parties to use common principles, etc., and pay severance pay to Mr. Wasike at the rate of half a month's salary for each completed year of service prior to the introduction of the National Social Security Fund Scheme.

If this policy, in case of bona fide termination, was to be upheld by the Industrial Court then it would make a mockery of the thousands of collective bargaining agreements currently in force in the country. The Unions have vigorously fought and won benefits on behalf of their members which are embodied in the negotiated agreements and it would be both legally and morally wrong for the Court to go beyond these agreements and start awarding benefits to which the workers are not entitled. Only in exceptional cases the Court would recommend compensation on an *ex gratia* basis for loss of employment.

It is quite proper for the Unions to press for new benefits when these agreements come up for revision but until such time as they are amended these agreements govern the terms and conditions of employment of these employees. The Court must uphold the sanctity of these agreements otherwise our whole system of industrial relations would be thrown into chaos. The Court cannot allow this to happen.

For the foregoing reasons and after a careful consideration of all the submissions the Court finds that Mr. Wasike is entitled to the following benefits in accordance with the negotiated agreement in force at the material time:—

- (a) Wages and overtime, if any, for the days Mr. Wasike worked in January, 1970.
- (b) Two months' pay in lieu of notice.
- (c) Payment for any leave due.

The Court accordingly awards that Mr. Wasike should be paid the above dues which include his terminal benefits.

Given in Nairobi this 26th day of April, 1971.

SAEED R. COCKAR,
President.

R. M. MWILU,
Vice-President.

G. N. KONDITI,
J. B. ABUOGA,
Members.

GAZETTE NOTICE No. 1111

THE INDUSTRIAL COURT

CAUSE No. 11 OF 1971

Parties:—

Kenya Motor Engineering & Allied Workers' Union
and
Motor Trade & Allied Industries Employers' Association

Issue in dispute:—

Refusal by Messrs. Bruce Ltd. to pay Mr. Samwel Kung'u his terminal benefits as recommended by the Permanent Secretary.

1. The Kenya Motor Engineering & Allied Workers' Union shall hereinafter be referred to as the Claimants and the Motor Trade & Allied Industries Employers' Association shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on the 26th day of March, 1971, and relied on their written and verbal submissions. In addition, the Respondents called Mr. Ronald J. Pirie as a witness.

AWARD

3. Mr. Samwel Kung'u, the employee involved in this dispute, started working for Messrs. Bruce Ltd., hereinafter called "the Company", a member of the Respondents, in March, 1959, as an assistant mechanic at a salary of Sh. 155 p.m. and at the time of the termination of his service he was earning Sh. 515 p.m. as a fork lift truck driver.

On 16th May, 1968, an incident took place in the Company's workshop as a result of which police was called and Mr. Kung'u was apprehended. He was subsequently charged for theft in the Resident Magistrate's Court at Nairobi but was acquitted after his advocate had submitted that he had no case to answer. Mr. Kung'u did not make any statement before the Resident Magistrate either on oath or otherwise.

On 17th August, 1968, after Mr. Kung'u was acquitted, his services were terminated by the Company through the following letter:—

"You are hereby notified that you are today summarily dismissed from our employ.

The reason for your dismissal is that you were responsible for carrying out work on your own vehicle, and causing another of our employees to also work on the vehicle during normal working hours without obtaining a job card to cover the work."

The Claimants took up the matter on his behalf and it was discussed at a J.I.C. meeting on 17th September, 1968. At this meeting no agreement was reached and the Claimants reported a trade dispute to the Ministry of Labour on 25th November, 1968. An investigator was appointed in December, 1968, but the Permanent Secretary did not forward his "Findings and Recommendations" to the parties until 21st August, 1969. These were as follows:—

"Findings

After having gone through the submissions put before the investigator by both parties, I find that—

- (a) the circumstances surrounding the taking of oil or Company's property without a job card or authority, was not disputed by the Claimants;
- (b) the action taken by the Company by calling the Police for alleged theft of oil was proper as it eventually ended in prosecution in a court of law;
- (c) Mr. Kung'u was acquitted by the Court for lack of evidence;
- (d) the action taken by summarily dismissing Mr. Kung'u was excessive and was arbitrarily effected without consideration to his previous long service with clean records.

Recommendations

In view of Mr. Kung'u's length of service with clean records with the Company and due to lack of sufficient evidence thus led to his acquittal in a court of law; I find that summary dismissal in this case was excessive and therefore, I accordingly, recommend that this be reduced to normal termination of service with full terminal benefits that the claimant should have received under normal circumstances of termination of service.

Finally I appeal to both parties to use this recommendation as a basis for settling the reported trade dispute."

The Respondents were totally in disagreement with these and rejected them giving detailed reasons for doing so on 5th September, 1969.

Thereafter there was a long delay during which the Claimants were trying to persuade the Respondents to submit the dispute to the Industrial Court on the issue, "Refusal by Messrs. Bruce Ltd. to pay Mr. Kung'u his terminal benefits after dismissing him wrongfully."

Numerous letters were exchanged on the subject but the Respondents were adamant in not submitting to the jurisdiction of the Industrial Court on the issue as framed by the Claimants. The Respondents maintained that the Industrial Court was not a proper forum for this type of action and that Mr. Kung'u pursue his remedy in a court of law.

On 5th February, 1971, the Claimants served the Respondents with a final notice of strike on the Respondents' refusal to submit the dispute to the Industrial Court on the issue:—

"Refusal by Messrs. Bruce Ltd. to pay Mr. Kung'u his terminal benefits as recommended by the Permanent Secretary."

The Respondents agreed to the issue as framed above and signed the Notification of Dispute Form "A" to the Industrial Court on 6th February, 1971.

During the hearing the Respondents' main arguments were that Mr. Kung'u was caught "red-handed" in the act of committing the following offences:—

- "(i) He was working on his own vehicle during working hours without authority.
- (ii) He was working on his own vehicle outside the Company's premises without permission for his absence from duty.
- (iii) He was removing Company property, viz. one-half pint of oil, from the premises without the permission of a responsible official.
- (iv) He had no job card to authorize any one of the above acts."

They maintained that these were in direct contravention of Company Standing Orders and amounted to—

- (a) absence without leave; and
- (b) failure to obey a lawful order.

These facts warranted summary dismissal in accordance with the provisions of the Employment Act, section 49 (4).

In addition to above, a criminal offence had been disclosed which was handled by the Police.

The Claimants stated that Mr. Kung'u's dismissal was unjustified. He was accused of having stolen oil and was handed to the Police. He was prosecuted but was acquitted. After his acquittal the Company, as it was determined to get rid of him, brought up the question of breach of Company regulations. This was an afterthought as could be seen from the documents brought before the Court.

The Court finds that on 16th May, 1968, the Company was content to hand Mr. Kung'u over to the Police to answer a charge of theft and in fact treated him to be on suspension with full pay. He was paid in full for all the time until he was acquitted by the Resident Magistrate. At that time the Company appears to have considered the breach of Company regulations as of minor consequence otherwise there was nothing to prevent it from taking disciplinary action against Mr. Kung'u while he was awaiting trial. The alleged criminal offence and the breach of Company regulations were distinct. The Company at no time intimated to Mr. Kung'u prior to his acquittal and his summary dismissal, that he was also in breach of Company regulations in respect of the incident of 16th May, 1968.

The Court has carefully considered all the submissions and the evidence of the Respondents' witness and finds that the Company, which had been suffering a big loss through theft of their property, found a good opportunity of making an example for deterrent purposes of Mr. Kung'u whom it hoped would be convicted on a charge of theft and punished. The Company did not conceal its disappointment at Mr. Kung'u's acquittal and criticized the Police for having handled the criminal case very badly. The Court cannot inquire into the circumstances, which led to Mr. Kung'u's acquittal and must accept the fact that he was cleared of the charge of theft.

The Court appreciates the position and the stand which the Company has taken but unfortunately for it, it has ended in a situation where while awaiting a conviction and punishment of Mr. Kung'u on a theft charge it let slip the opportunity of summarily dismissing him. Further the Court has some doubts on the propriety of summary dismissal of an employee with ten years' clean service on the alleged breach of Company regulations.

The Court is drawn to only one conclusion and that is that the main offence which Mr. Kung'u is alleged to have committed was theft for which he was acquitted by a Resident Magistrate. The Company then decided to rely on the alleged breach of Company regulations in getting rid of him summarily. If the Company was determined to get rid of the worker at that time then it should have given him a normal discharge because it had missed the opportunity, if it had any, of terminating his services summarily. The Respondents have not succeeded in convincing the Court that Mr. Kung'u's discharge was on disciplinary grounds. The Court was left with a distinct impression that the Company was determined to punish Mr. Kung'u for the alleged theft and when he was acquitted it was decided to terminate his services summarily.

In view of the foregoing the Court endorses the recommendation of the Permanent Secretary, Ministry of Labour, and awards that Mr. Kung'u's termination of service should be reduced to normal termination and that he should be paid his full terminal benefits.

Given in Nairobi this 27th day of April, 1971.

SAEED R. COCKAR,
President.

R. M. MWILU,
Vice-President.

L. J. DEACON,
L. K. KARIUNGI,
Members.

GAZETTE NOTICE No. 1112

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.—Embu.

Registered holder.—E. F. W. Wolff.

Class of location.—Precious stones, lode.

Location No.—224/1.

Date of expiry.—1st March, 1971.

Dated this 17th day of April, 1971.

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

GAZETTE NOTICE No. 1113

U.S.S.R. GOVERNMENT SCHOLARSHIPS—1971/72

APPLICATIONS are invited from qualified Kenya citizens for ten scholarships offered by the U.S.S.R. Government to study in Russian State Universities.

The minimum qualification required is a good Second Division East Africa Certificate of Education with at least five credits in subjects relevant to the field of study. Preference will be given to candidates who wish to study various branches of Sciences and technical fields.

Preliminary application forms may be obtained from the Provincial and County Education Offices and from the Ministry of Education, Higher Education Section.

Completed application forms should be returned to the Permanent Secretary, Ministry of Education, P.O. Box 30040, Nairobi, so as to reach him not later than 11th May, 1971. These scholarships are different from the Patrice Lumumba Friendship University Scholarships advertised earlier.

Late applications and applications from unqualified persons shall neither be considered or acknowledged.

GAZETTE NOTICE No. 1114

THE AGRICULTURE (CROP PRODUCTION) RULES

(Cap. 318, Sub. Leg.)

DECLARATION OF EARLIEST AND LATEST PLANTING DATES, 1969

Maize

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

SCHEDULE

(1)	(2)	(3)
<i>Area</i>	<i>Earliest Planting Dates, 1971</i>	<i>Latest Planting Dates, 1971</i>
	<i>Maize</i>	<i>Maize</i>
Busia District	15th February	30th April

Dated this 20th day of April, 1971.

S. M. TIMOTHY,
Chairman,
Busia District Agricultural Committee.

GAZETTE NOTICE No. 1115

THE EAST AFRICAN LICENSING OF AIR SERVICES REGULATIONS, 1965

NOTICE OF APPLICATION FOR A LICENCE TO OPERATE AN AIR SERVICE

PURSUANT to the provisions of regulations 6 and 7 of the East African Licensing of Air Services Regulations, 1965, notice is given that Geosurvey International Limited, P.O. Box 30750, Nairobi, Kenya, has applied to the East African Civil Aviation Board for the renewal of Licence No. CAB.151 which authorizes the operation of aerial photography, magnetometer scintillometer airborne geophysical and mineralogical prospecting and surveys throughout East Africa but based at Nairobi using an electromagnetic and profile recorder; for a period of seven (7) years.

It is further notified that any representations or objections with regard to this application must be made to the East African Civil Aviation Board at the office of the East African Community, P.O. Box 1002, Arusha, Tanzania, not later than 21st May, 1971. Every such representation or objection shall state the specific grounds on which it is based, and shall specify any conditions which it may be desired should be attached to the licence if granted. A copy of every such representation or objection shall be sent by the person making the same to the applicant of the licence at the same time as it is sent to the East African Civil Aviation Board.

Dated at Arusha this 22nd day of April, 1971.

D. M. WAIRINDI,
for Secretary,
East African Civil Aviation Board.

GAZETTE NOTICE No. 1116

THE METHODS OF CHARGE (EAPL) BYELAWS, 1968

FUEL OIL PRICES

PURSUANT to Byelaw No. 6 of the Methods of Charge (EAPL) Byelaws 1968, notice is hereby given of the variations to the price of fuel oil delivered to the Company on or before the first day of February, 1971:—

Deliveries to the Fuel Storage Tanks at:—

<i>Power Station</i>	<i>December</i>	<i>January</i>	<i>February</i>
Nairobi South	No delivery	Sh. 4.09 increase	Sh. 1.55 decrease
Kisumu	No delivery	No delivery	Sh. 3.27 decrease
Eldoret	No delivery	No delivery	Sh. 41.01 decrease
Kitale	No change	Sh. 2.47 decrease	Sh. 3.30 increase
Nanyuki	No change	Sh. 4.70 decrease	Sh. 4.85 increase
Coast (Kipevu Furnance Oil)	Sh. 2.59 increase	Sh. 0.22 decrease	Sh. 2.58 decrease
Meru	Sh. 0.01 increase	Sh. 0.01 decrease	Sh. 2.25 increase
Mombasa	No delivery	Sh. 17.25 decrease	Sh. 4.25 increase
Homa Bay	Sh. 39.14 decrease	No change	Sh. 0.80 decrease
Lamu	No delivery	No delivery	Sh. 18.04 increase
Malindi	No delivery	Sh. 29.55 increase	No change
Nakuru	No delivery	Sh. 16.18 increase	Sh. 2.25 decrease

A. N. NGUGI,
Secretary.

GAZETTE NOTICE No. 1117

THE LIQUOR LICENSING ACT
(Cap. 121)

GARISSA LIQUOR LICENSING COURT

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

Applications to be considered at the meeting, whether for new licences, transfers, removals, must be received in the office of the District Commissioner, Garissa, P.O. Box 1, Garissa, 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 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 20th day of April, 1971.

W. E. HIRIBAE,
President,
Garissa Liquor Licensing Court.

GAZETTE NOTICE No. 1118

THE LIQUOR LICENSING ACT
(Cap. 121)

KISII LIQUOR LICENSING COURT

NOTICE is hereby given that there shall be a meeting of Kisii Liquor Licensing Court on 10th May, 1971, at the District Commissioner's office, Kisii, at 10 a.m.

A list of applicants may be seen at the District Officers' offices as Nyamira, Manga, Irianyi, Bosongo and District Commissioner's office notice board at Kisii.

Dated this 23rd day of April, 1971.

D. A. MULAMA,
President,
Kisii Liquor Licensing Court.

GAZETTE NOTICE No. 1119

THE LIQUOR LICENSING ACT
(Cap. 121)

NYERI LIQUOR LICENSING COURT

NOTICE is hereby given that there shall be a meeting of the Nyeri Liquor Licensing Court on Monday, 10th May, 1971, at the Urban Council Chamber Hall, Nyeri, at 9.30 a.m.

A list of applicants may be seen at the District Commissioner's office notice board, Nyeri Urban Council offices, and at the District Officers' offices at Mathira, Tetu, Othaya, Mukurweini, Kieni West and Kieni East respectively.

CHARLES N. CHOMBA,
President,
Nyeri Liquor Licensing Court.
Nyeri,
13th April, 1971.

GAZETTE NOTICE No. 1120

THE AFRICAN LIQUOR ACT
(Cap. 122)

GARISSA AFRICAN LIQUOR LICENSING BOARD

NOTICE is hereby given that next meeting of the Garissa African Liquor Licensing Board will be held in the office of the District Commissioner, Garissa, on Monday, the 7th June, 1971, at 10 a.m.

Applications for new licences, renewals, removals and transfers of existing licences to manufacture and sell African intoxicating liquor in Garissa District must reach the office of the District Commissioner, P.O. Box 1, Garissa, on or before 10th May, 1971. Late applications will not be considered.

Applicants for new licences are required to appear in person. Attendance of applicants for renewals is optional unless there are objections in which case attendance is desirable.

W. E. HIRIBAE,
Chairman,
Garissa African Liquor Licensing Board.
Garissa,
20th April, 1971.

GAZETTE NOTICE No. 1121

THE AFRICAN LIQUOR ACT
(Cap. 122)

ELGEYO/MARAKWET AFRICAN LIQUOR LICENSING BOARD

NOTICE is hereby given that the first statutory meeting of the Elgeyo/Marakwet African Liquor Licensing Board will be held on Monday, 7th June, 1971, at the District Commissioner's office, Tambach, at 9 a.m.

Applications for new licences, renewals, removals and transfers should be submitted to the District Commissioner, P.O. Tambach, on or before 3rd May, 1971. Applicants for new licences should appear before the Board or be represented by advocates.

E. M. PSENJEN,
Chairman,
Elgeyo/Marakwet African Liquor Licensing Board.

GAZETTE NOTICE No. 1122

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. 2024 of 1971 in the Kenya Register of Patents on the 19th day of April, 1971.

SCHEDULE

No. of application.—2024.

Date of application.—19th April, 1971.

Name of applicant.—Wright Rain Limited.

Registered address.—Of Crowe, Ringwood, Hampshire, England.

Particulars of grant in the United Kingdom:—

No.—1,184,072.

Date.—15th December, 1970.

Date of filing complete specification.—20th June, 1968.

Complete specification published.—11th March, 1970.

Nature of invention.—Rotary Water Sprinkler.

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,
21st April, 1971.

D. J. COWARD,
Registrar of Patents.

GAZETTE NOTICE No. 1123

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. 2025 of 1971 in the Kenya Register of Patents on the 19th day of April, 1971.

SCHEDULE

No. of application.—2025.

Date of application.—19th April, 1971.

Name of applicant.—Ciba-Geigy AG.

Registered address.—Of 4002 Basle, Switzerland.

Particulars of grant in the United Kingdom:—

No.—1,099,749.

Date.—15th May, 1968.

Date of filing complete specification.—12th July, 1966.

Complete specification published.—17th January, 1968.

Nature of invention.—New Azepine Derivatives and their Production.

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,
21st April, 1971.

D. J. COWARD,
Registrar of Patents.

GAZETTE NOTICE No. 1124

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 VAN DER GRINTEN N.V., a Dutch limited liability company, manufacturers and merchants, of St. Urbanusweg 102, Venlo, (Netherlands), and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 23rd July, 1970.

IN CLASS 1—SCHEDULE III

O C E'

17760.—Chemical products used in industry, science, photography, agriculture, horticulture, forestry, manures (natural and artificial); fire extinguishing compositions; tempering substances and chemical preparations for soldering; chemical substances for preserving foodstuffs; tanning substances; adhesive substances used in industry. To be associated with TM. Nos. 17761, 17762, 17763.

IN CLASS 7—SCHEDULE III

O C E'

17761.—Machine and machine tools; motors (except for vehicles); machine couplings and belting (except for vehicles); large size agricultural implements; incubators. To be associated with TM. Nos. 17760, 17762, 17763.

IN CLASS 9—SCHEDULE III

O C E'

17762.—Scientific, nautical, surveying and electrical apparatus and instruments (including wireless), photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; coin or counterfreed apparatus; talking machines, cash registers; calculating machines; fire-extinguishing apparatus. To be associated with TM. Nos. 17760, 17762, 17761.

IN CLASS 16—SCHEDULE III

O C E'

17763.—Paper and paper articles, cardboard and cardboard articles; printed matter, newspapers and periodicals, books; bookbinding material; photographs; stationery, adhesive materials (stationery); artists' materials, paint brushes; typewriters and office requisites (other than furniture); instructional and teaching material (other than apparatus); playing cards, (printers') type and clichés (stereotype). To be associated with TM. Nos. 17760, 17761, 17762.

BOTH IN CLASS 16—SCHEDULE III

PRINCE GEORGE H.D.S.

Date claimed under International Convention: 1st December, 1969.

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

17596.—Sack kraft paper. PRINCE GEORGE PULP AND PAPER LIMITED, a corporation of the Province of British Columbia, Canada, manufacturers, of 505 Burrard Street, Vancouver, British Columbia, Canada, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 26th May, 1970.

RICOPY

B.15490.—Duplicating machines and apparatus and parts thereof, all included in Class 16. RICOH COMPANY LIMITED, a Japanese company, manufacturers and distributors, of 3-6, 1 Chome, Naka Magome, Ohta-ku, Tokyo, Japan, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. To be associated with TMA. No. 15494. 7th February, 1968.

IN CLASS 16—SCHEDULE III

TAW

17462.—All goods included in Class 16 (Schedule III) but excluding leather and leather bound goods. TAW INTERNATIONAL LEASING, INC., a corporation organized under the laws of the State of Delaware, United States of America, of 866, United Nations Plaza, City of New York, State of New York, United States of America, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 8th April, 1970.

The undermentioned applications are proceeding in the name of MITSUBISHI RAYON COMPANY LIMITED, a corporation existing under the laws of Japan, manufacturers, of 8, Kyobashi 2-chome, Chuo-ku, Tokyo, Japan, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 13th July, 1970.

IN CLASS 22—SCHEDULE III



Registration of these trade marks shall give no right to the exclusive use of the letter "V".

17743.—Ropes, string, nets, tents, awnings, tarpaulins, sails, sacks; padding and stuffing materials including hair, capoc, feathers, seaweed; raw fibrous textile materials.

IN CLASS 23—SCHEDULE III

17744.—Yarns, threads.

IN CLASS 27—SCHEDULE III

17745.—Carpets, rugs, mats and matting; linoleums and other materials for covering floors; wall hangings (non textile).

The undermentioned applications are proceeding in the name of FAIR LADY FASHIONS LIMITED, a public company duly incorporated in the Republic of Singapore with limited liability, manufacturers and merchants, of Nos. 96-126 F/F Boon Keng Road, Singapore, 12, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa.

IN CLASS 22—SCHEDULE III



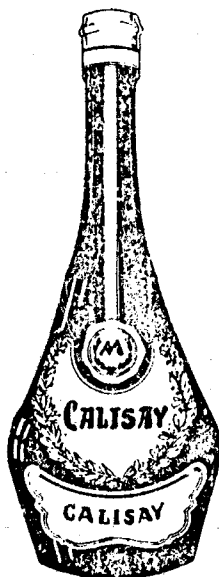
Hair Lady

17802.—Human hair, processed hair, synthetic hair, human hair eyelashes. To be associated with TM. No. 17759. 10th August, 1970.

IN CLASS 26—SCHEDULE III

17759.—Wigs and hair pieces, wiglets, hair manikins and hair bands. To be associated with TM. No. 17802. 23rd July, 1970.

IN CLASS 33—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the letter M and the device of a bottle *per se*.

B.17413.—Liqueurs containing calisaya or derivatives thereof. DESTILERIAS MOLLFULLEDS S.A., a Spanish company, manufacturers, of 31 Rambla Padre Fita, Province of Barcelona, Spain, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 24th March, 1970.

APPLICATION AMENDED AFTER ADVERTISEMENT

17713.—Advertised under Notice No. 598, page 231, Kenya Gazette dated 12th March, 1971—

Specification of goods to read: A dermatologic preparation for human use.

CORRIGENDUM

17700.—Advertised under Notice No. 966, page 360, Kenya Gazette dated 16th April, 1971. Name of proprietor: Bank of America National Trust and Savings Association.

APPLICATION TO ADD TO OR ALTER REGISTERED TRADE MARK

Notice of opposition to these proposals may be given on Form TM. No. 45 within one month from the date of this Gazette.

Application has been made under section 38 of the Trade Marks Act by the Registered Proprietor of the undermentioned trade mark for leave to alter the mark so that it shall be in the form shown hereunder:—

EDOX

12359.—Advertised under Notice No. 3273, page 1105, dated 29th September, 1964, c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa.

TRADE MARKS RENEWED

TM. No.	Class	Trade Marks	Name
7365	39	PAPER MATE	Paper Mate Manufacturing Co.
7496	3	ATERAX	UCB (Union Chimique- Chemische Bedrijven) S.A.
7497	5	MOVIRENE	UCB (Union Chimique- Chemische Bedrijven) S.A.
7498	3	NAVICALM	UCB (Union Chimique- Chemische Bedrijven) S.A.
7499	3	TOCLASE	UCB (Union Chimique- Chemische Bedrijven) S.A.
12290	5	MUTABON	Schering Corporation.
12366	5	ENTOZON	Farbwerke Hoechst AG.
12485	8	PERSONNA	Philip Morris Incorporated.
12302	5	ERGODRYL	Parke, Davis & Company.
12260	5	YOMESAN	Farbenfabriken Bayer AG.
12274	3	HAZELINE	The Wellcome Foundation Limited.
12207	5	MARETIN	Farbenfabriken Bayer AG.
11898	5	THIODAN	Farbwerke Hoechst AG.
12224	5	RNDOMYCIN	Pfizer Inc.

Nairobi,
23rd April, 1971.

D. J. COWARD,
Registrar of Trade Marks.

GAZETTE NOTICE No. 1125

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. 63 OF 1971

By Fatuma Hassan of P.O. Box 12372, Nairobi in Kenya, the widow of the deceased, through Messrs. Kamere & Company, advocates of Nairobi, for a grant of letters of administration intestate of the estate of Ahamed Warsama of Nairobi aforesaid, who died at Nairobi on the 12th day of May, 1968.

(2) CAUSE No. 99 OF 1971

By Barclays Bank D.C.O. (through its attorneys John Graham Miles and John Mudd, both of P.O. Box 30356, Nairobi in Kenya), the executor named in the will of the deceased, through Messrs. Archer & Wilcock, advocates of Nairobi, for a grant of probate of the will of Robert Woodward of Nakuru in Kenya, who died at Arusha in Tanzania, on the 16th day of January, 1971.

(3) CAUSE No. 103 OF 1971

By The Standard Bank Limited of P.O. Box 30299, Nairobi in Kenya, the executor named in the will of the deceased, through Messrs. Daly & Figgis, advocates of Nairobi, for a grant of probate of the will of Mackie MacJohn of Bordighera in Italy, who died at Bordighera on the 18th day of March, 1971.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 14th May, 1971.

Nairobi,
26th 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. 1126

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. 24 OF 1971

By Hassanali Mohamedali Jivanjee of Mombasa in Kenya, the attorney of Ammeralli Mahomedalli Jivanjee of Zanzibar in the Republic of Tanzania, one of the executors named in the will of the deceased, through K. M. Karimbhai, Esq., advocate of Mombasa in Kenya, for sealing of this grant of probate of the will of the late Mohamedali Jivanjee Adamjee Walijee of Zanzibar who died on the 14th day of August, 1961, at Zanzibar aforesaid, granted to (1) Ayyubali Mohamedalli Jivanjee and (2) Ammerali Mahomedalli Jivanjee.

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,
15th April, 1971.

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

NOTE

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

GAZETTE NOTICE No. 1127

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. 27 OF 1971

By (1) Haidar Mohamed Bassamy and (2) Ahmed Mohamed Mbaruk Riyami, the great-grandson and grandson respectively of the deceased, through K. I. Joshi, Esq., advocate of P.O. Box 80230, Mombasa in Kenya, for grant of letters of administration intestate of the estate of Mbaruk bin Khamis El-Riyami of Mombasa in Kenya, who died in or about the year 1910 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 fourteen (14) days from the date of the publication of this notice in the Kenya Gazette.

Mombasa,
19th March, 1971.

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

GAZETTE NOTICE No. 1128

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. 30 OF 1971

By Mohamed Ali Maskat of P.O. Box 88140, Mombasa in the Republic of Kenya, the uncle 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 Dumia Mohamed of P.O. Box 88140, Mombasa aforesaid, who died at Mombasa on the 24th day of April, 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,
13th April, 1971.

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

GAZETTE NOTICE No. 1129

MOHAMED MODHIHURI, DECEASED
HIGH COURT CAUSE No. 345 OF 1962
PUBLIC TRUSTEE CAUSE No. 95 OF 1962

TAKE NOTICE that all persons having any claims or interests in the estate of the above deceased are required to prove such claims or interests before me within two weeks from the date of this Gazette, after which date the claims and interests so proved will be paid and satisfied and the estate distributed according to law.

All correspondence to be addressed to the Public Trustee, P.O. Box 30031, Nairobi.

Dated at Nairobi this 24th day of April, 1971.

D. J. COWARD,
Public Trustee.

GAZETTE NOTICE No. 1130

MANMOHAN SINGH OBEROI, 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 Manmohan Singh Oberoi late of Houslow, Middlesex, who died on the 27th day of July, 1966, at Houslow, Middlesex, is hereby required to send particulars in writing of his or her claim or interest to the undersigned before the 23rd day of July, 1971, after which date the attorney of the administratrix will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which he shall have had notice and will not as respects the property so distributed be liable to any person of whose claim he shall not have had notice.

Dated the 19th day of April, 1971.

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

GAZETTE NOTICE No. 1131

LADY MARGERY MITCHELL, 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 Lady Margery Mitchell of Flat 1, Mandalay, Grahamstown, South Africa, who died at Settlers Hospital, Grahamstown, South Africa, on the 3rd September, 1970, is hereby required to send particulars in writing of his or her claim or interest to Barclays Bank D.C.O., Trustee Department, P.O. Box 30356, Nairobi, before the 1st July, 1971, after which date the executors will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which they have had notice and will not as respects the property so distributed be liable to any person of whose claim they shall not then have had notice.

Dated the 22nd day of April, 1971.

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

GAZETTE NOTICE No. 1132

JAFFERALI JANMOHAMED SHIVJI, 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 above-named deceased late of Eldoret who died on 16th day of April, 1971, at Nairobi in the Republic of Kenya, is hereby required to send particulars in writing of his or her claim or interest to Messrs. Patel and Patel, advocates of P.O. Box 357, Eldoret, on or before the 30th day of June, 1971, after which date the estate will be distributed amongst the persons entitled thereto having regard only to the claims and interests of which it has had notice and will not as respects the property so distributed be liable to any person of whose claim and/or interest it shall not then have had notice.

Dated at Eldoret this 21st day of April, 1971.

PATEL & PATEL,
*Advocates for the Executors,
P.O. Box 357, Eldoret.*

GAZETTE NOTICE No. 1133

THE BANKRUPTCY ACT
(Cap. 53)

NOTICE OF INTENDED DIVIDEND

Debtor's name.—Devraj Haribhai Patel.
Address.—Nandi Hills.
Description.—Formerly a trader now an employee.
Court.—High Court of Kenya at Kisumu.
No. of matter.—B.C. 3 of 1960.
Last day for receiving proofs.—7th May, 1971.
Trustee's name.—Official Receiver.
Address.—P.O. Box 993, Kisumu.

Kisumu,
20th April, 1971.

I. H. PATEL,
Agent of the Official Receiver.

GAZETTE NOTICE No. 1134

THE BANKRUPTCY ACT
(Cap. 53)

NOTICE OF DIVIDEND

Debtors' names.—(1) Panachand Hansraj Shah, (2) Manilal Jivraj Shah, (3) Mrs. Dahiben d/o Raishi Vira w/o Jivraj Hansraj Shah, (4) Prabhulal Panachand Shah, carrying on business in co-partnership in the firm name or style of Shah Jivraj Hansraj.

Address.—Near Mackinnon Market, Mombasa.

Description.—Merchants.

Court.—High Court of Kenya at Mombasa.

No. of matter.—B.C. 6 of 1966.

Amount per £.—Sh. 1 in the joint estate.

Amount per £.—Sh. 20 in the separate estate of Panachand H. Shah.

Amount per £.—Sh. 20 in the separate estate of Dahiben w/o J. H. Shah.

First or final or otherwise.—First.

When payable.—3rd May, 1971.

Where payable.—At my office, Old Customs House, Nkrumah Road, P.O. Box 80366, Mombasa.

Mombasa,
13th April, 1971.

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

GAZETTE NOTICE No. 1135

THE BANKRUPTCY ACT
(Cap. 53)

NOTICE OF DIVIDEND

Debtor's name.—France Hermanius De-Jonge.

Address.—P.O. Subukia.

Description.—Farmer.

Court.—High Court of Kenya at Nairobi.

No. of matter.—B.C. 8 of 1962.

Amount per £.—Cents 97.

First or final or otherwise.—Second and final.

When payable.—6th May, 1971.

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

Nairobi,
23rd April, 1971.

M. L. HANDA,
Deputy Official Receiver.

GAZETTE NOTICE No. 1136

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

AND

IN THE MATTER OF KITALE HOTEL LIMITED
(Members' Voluntary Winding Up)NOTICE OF APPOINTMENT OF LIQUIDATOR
(Rule 51 (2))

Name of company.—Kitale Hotel Limited.

Address of registered office.—Offices of Hay & Prophet, Kenyatta Street, Kitale.

Registered postal address.—P.O. Box 29, Kitale.

Nature of business.—Hoteliers.

Liquidator's name.—Peter Lloyd Davies.

Address.—P.O. Box 29, Kitale.

Date of appointment.—19th April, 1971.

By whom appointed.—Shareholders.

GAZETTE NOTICE No. 1137

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

AND

IN THE MATTER OF KITALE HOTEL LIMITED
MEMBERS' VOLUNTARY WINDING UP

NOTICE is hereby given that at an extraordinary general meeting of the members of Kitale Hotel Limited, held at Kitale on the 19th day of April, 1971, the following special resolution was duly passed:—

"That the company be wound up voluntarily and that Peter Lloyd Davies of P.O. Box 29, Kitale, be and is hereby appointed liquidator for the purpose of such winding up."

Creditors of the company are required on or before the 15th day of May, 1971, to send full particulars of their debts or claims against the company to the undersigned, the liquidator of the company.

Dated this 19th day of April, 1971.

P. L. DAVIES,
Liquidator.

GAZETTE NOTICE No. 1138

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

AND

IN THE MATTER OF CANTIE HA LIMITED
MEMBERS' VOLUNTARY WINDING UP

NOTICE is hereby given that the final meeting of the above-named company will be held at the offices of Messrs. Bell and Company, Inder Singh House, Inder Singh Road, Nakuru, on Monday, 31st May, 1971, at 10 a.m., in accordance with the provisions of and for the purposes laid down in section 283 (1) of the Companies Act (Cap. 486).

Dated this 20th day of April, 1971.

R. W. FALKNER,
Liquidator,
P.O. Box 21, Nakuru.

GAZETTE NOTICE No. 1139

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

AND

IN THE MATTER OF HILL AND SONS LIMITED
(Members' Voluntary Winding Up)

NOTICE OF FINAL MEETING

NOTICE is hereby given that the final meeting of the above-named company will be held at the offices of Messrs. Bell and Company, Inder Singh House, Inder Singh Road, Nakuru, on Friday, 28th May, 1971, at 10 a.m., in accordance with the provisions of and for the purposes laid down in section 283 (1) of the Companies Act (Cap. 486).

Dated this 21st day of April, 1971.

R. W. FALKNER,
Liquidator,
P.O. Box 21, Nakuru.

GAZETTE NOTICE No. 1140

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

AND

IN THE MATTER OF RAVINE FARM LIMITED
(Members' Voluntary Winding Up)

NOTICE OF FINAL MEETING

NOTICE is hereby given that the final meeting of the above-named company will be held at the offices of Messrs. Bell and Company, Inder Singh House, Inder Singh Road, Nakuru, on Saturday, 29th May, 1971, at 10 a.m., in accordance with the provisions of and for the purposes laid down in section 283 (1) of the Companies Act (Cap. 486).

Dated this 21st day of April, 1971.

R. W. FALKNER,
Liquidator,
P.O. Box 21, Nakuru.

GAZETTE NOTICE No. 1141

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

AND

IN THE MATTER OF LOGIE LIMITED
(Members' Voluntary Winding Up)

NOTICE OF FINAL MEETING

NOTICE is hereby given that the final meeting of the above-named company will be held at the offices of Messrs. Bell and Company, Inder Singh House, Inder Singh Road, Nakuru, on Monday, 31st May, 1971, at 11.30 a.m., in accordance with the provisions of and for the purposes laid down in section 283 (1) of the Companies Act (Cap. 486).

Dated this 21st day of April, 1971.

R. W. FALKNER,
Liquidator,
P.O. Box 21, Nakuru.

GAZETTE NOTICE No. 1142

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

AND

IN THE MATTER OF RUALLAN LIMITED
(Members' Voluntary Winding Up)

NOTICE OF FINAL MEETING

NOTICE is hereby given that the final meeting of the above-named company will be held at the offices of Messrs. Bell and Company, Inder Singh House, Inder Singh Road, Nakuru, on

Friday, 28th May, 1971, at 11 a.m., in accordance with the provisions of and for the purposes laid down in section 283 (1) of the Companies Act (Cap. 486).

Dated this 21st day of April, 1971.

R. W. FALKNER,
Liquidator,
P.O. Box 21, Nakuru.

GAZETTE NOTICE No. 1143

IN THE MATTER OF THE COMPANIES ACT
(Cap. 486)
AND
IN THE MATTER OF KINENGUY ESTATE (1962)
LIMITED
(In Voluntary Liquidation)
NOTICE OF FINAL MEETING

NOTICE is hereby given that the final meeting of the shareholders will be held at 3rd Floor, Pearl Assurance House, Wabera Street, Nairobi, at 10 a.m., on 31st May, 1971, for the purpose of having the 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 liquidators and also for the purpose of determining by special resolution how the books and papers of the company are to be disposed of.

Dated this 23rd day of April, 1971.

J. B. STORY,
D. B. WHITE,
Liquidators.

GAZETTE NOTICE No. 1144

IN THE MATTER OF THE COMPANIES ACT
(Cap. 486)
AND
IN THE MATTER OF MATUU ESTATE (1962) LIMITED
(In Voluntary Liquidation)
NOTICE OF FINAL MEETING

NOTICE is hereby given that the final meeting of the shareholders will be held at 3rd Floor, Pearl Assurance House, Wabera Street, Nairobi, at 9 a.m., on 31st May, 1971, for the purpose of having the 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 liquidators and also for the purpose of determining by special resolution how the books and papers of the company are to be disposed of.

Dated this 23rd day of April, 1971.

J. B. STORY,
D. B. WHITE,
Liquidators.

GAZETTE NOTICE No. 1145

IN THE MATTER OF THE COMPANIES ACT
(Cap. 486)
AND
IN THE MATTER OF PETER BECKER SAFARIS
(AFRICA) LIMITED
(In Voluntary Liquidation)
NOTICE OF FINAL MEETING

NOTICE is hereby given that the final meeting of the shareholders will be held at 3rd Floor, Pearl Assurance House, Wabera Street, Nairobi, at 11 a.m., on 31st May, 1971, for the purpose of having the 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 liquidators and also for the purpose of determining by special resolution how the books and papers of the company are to be disposed of.

Dated this 23rd day of April, 1971.

J. B. STORY,
D. B. WHITE,
Liquidators.

GAZETTE NOTICE No. 1146

THE COMPANIES ACT
(Cap. 486)
NOTICE OF WINDING-UP ORDER
(Rule 37 (1) (c))
IN BANKRUPTCY AND WINDING-UP CAUSE No. 5 OF 1969
Re: *Caledonia House Limited (in liquidation)*

Name of company.—Caledonia House Ltd.
Address of registered office.—Plot No. 1108/15/11, Nyeri Township.

Registered postal address.—P.O. Box 44, Nyeri.

Court.—High Court of Kenya, Nairobi.

No. of matter.—Bankruptcy and Winding-up Cause No. 5 of 1969.

Date of order.—23rd April, 1971.

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

GAZETTE NOTICE No. 1147

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
14/55	The Sugar Refiners (East Africa) Limited.
1142	Kaptagat Arms Limited.
3354	African Floor Coverings Limited.
3515	Mardigs & Brief Limited.
5468	Colibri (Kenya) Limited.
6015	Blowers & Whitfield Limited.
6822	Desilva Limited.
7311	Fertilizer Developments Limited.
7317	Triangle Fertilizers Limited.
8622	Bernard's Limited.

Dated this 23rd day of April, 1971.

O. M. SAMEJA,
Assistant Registrar of Companies.

GAZETTE NOTICE No. 1148

THE SOCIETIES ACT, 1968
(No. 4 of 1968)

PURSUANT to section 14 (3) of the Societies Act, 1968, being satisfied that the societies listed in the Schedule hereto have ceased to exist, I hereby notify that the registrations of the said societies are cancelled from the date hereof.

SCHEDULE

Mtepeni Social Club.
Shree Nani Chhachhath Jath Nayi Mandal, Kisumu.

Dated this 23rd day of April, 1971.

J. ALLAN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 1149

THE SOCIETIES ACT, 1968
(No. 4 of 1968)

PURSUANT to section 14 (2) of the Societies Act, 1968, being satisfied that the society listed in the Schedule hereto has ceased to exist, I hereby notify that the exemption from registration of the said society is rescinded from the date hereof.

SCHEDULE

Thomson's Falls Country Club.

Dated this 23rd day of April, 1971.

J. ALLAN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 1150

THE SOCIETIES ACT, 1968
(No. 4 of 1968)

PURSUANT to section 14 (2) of the Societies Act, 1968, being satisfied that the societies listed in the Schedule hereto have ceased to exist, I hereby notify that the registrations of the said societies are cancelled from the date hereof.

SCHEDULE

Luo Union (East Africa), Bungoma Branch.
Luo Union (East Africa), Kakamega Branch.
Luo Union (East Africa), Sagana Branch.
Luo Union (East Africa), Thomson's Falls Branch.
Planters Association, Kibos.
Muslim Brotherhood.
Dongruok Nyikwa Othieno Society.
Maragoli Welfare Association, Naivasha District.
Mombasa Photographic Society.
East African Brewers' Agents and Distributors Association.
Gem Rae Association, Gem (Nyakach Location) Branch.
Chelsea Football Club, Mombasa.
Indian Association, Bungoma.
Anjuman Himayat-e-Islam (East Africa), Headquarters, Nairobi.
Emakunda Society, Headquarters, Nairobi.
Emakunda Society, Nakuru Branch.
Emakunda Society, Bunyore Branch.

Dated this 23rd day of April, 1971.

J. ALLAN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 1151

THE SOCIETIES RULES, 1968
(L.N. 62 of 1968)

PURSUANT to rule 14 of the Societies Rules, notice is hereby given of the registration of change of name of the registered society named in the Schedule hereto.

SCHEDULE

Musanda Holy Ghost Church, to Musanda Holy Ghost Church of East Africa.

Dated this 23rd day of April, 1971.

J. ALLAN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 1152

THE SOCIETIES RULES, 1968
(L.N. 62 of 1968)

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

- (a) the societies listed in the First Schedule hereto have been registered; and
(b) the society listed in the Second Schedule hereto has been refused registration,
under the provisions of the Societies Act, 1968.

FIRST SCHEDULE

Name of Society	Date of Registration
Rainbow Club	16-4-71
Forest Industrial Training Centre Welfare Club ...	19-4-71
Mangu Country Members' Club	19-4-71
Strathbbers Club	19-4-71
Senende Society	19-4-71
Got Agulu Welfare Association	19-4-71
Karindi Educational and Welfare Association ...	19-4-71
Institute for Rural Development	19-4-71
Katangasua Youth Club	19-4-71
Christian Theocratic Holy Church of God	19-4-71
Public Relations Society of Kenya	19-4-71
Holy Ghost Church of Kenya, Nyandarua Branch	20-4-71
Wanga Union (E.A.), Uasin Gishu Branch ...	20-4-71
Kenya Muslim Welfare Society, Meru Branch ...	20-4-71

SECOND SCHEDULE

Name of Society	Date of Refusal
Tatro Beach Boys' Club	21-4-71

Dated this 23rd day of April, 1971.

J. ALLAN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 1153

THE CO-OPERATIVE SOCIETIES ACT
(Cap. 490, section 70)

ADMISSION OF CLAIMS

I, being appointed liquidator of the following co-operative societies, hereby appoint 20th May, 1971, as the day on which or before which the creditors of the following co-operative societies shall state to me their claims for admission. Such claims shall be addressed to me at the District Co-operative Office, P.O. Box 811, Nairobi:—

- CS/1508—Langata Co-operative Society Ltd.
CS/ 682—Maragoli Mungoma Co-operative Society Ltd.
CS/ 928—Mathare Housing Co-operative Society Ltd.
CS/1308—Co-operative College Staff Savings and Credit Co-operative Society Ltd.

A. H. OCHIENG' OKAKA,
District Co-operative Officer, Nairobi Area.

GAZETTE NOTICE No. 1154

THE CO-OPERATIVE SOCIETIES ACT
(Cap. 490, section 61 (1))

CS/1831—Githunguri Constituency Ranching Co-operative Society Ltd. (in liquidation)

ADMISSION OF CLAIMS

I, being duly appointed liquidator of the above-named co-operative society, hereby appoint Tuesday, the 18th of May, 1971, as the day on which or before which creditors of the said co-operative society shall state to me their claims for admission.

Such claims shall be addressed to me at the Department of Co-operative Development, P.O. Box 32, Kiambu.

G. K. KIGURU,
Liquidator.

GAZETTE NOTICE No. 1155

THE CO-OPERATIVE SOCIETIES ACT
(Cap. 490, section 61 (1))

INQUIRY

(Variation Order)

WHEREAS by order dated the 15th day of November, 1968, Erastus Masinde was authorized to hold inquiries into the by-laws, working and financial condition of—

Ugenya Cotton Growers Co-operative Society Limited (CS/1016);

Alego and Usonga Co-operative Society Limited (CS/1316);
Uyoma Asembo Cotton Growers Co-operative Society Limited (CS/1001),

and whereas the said Erastus Masinde is unable to hold the said inquiries which order is hereby cancelled:

Now, therefore, I hereby authorize the Assistant Co-operative Officer-in-Charge, Siaya District, to hold the said inquiries.

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

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

GAZETTE NOTICE No. 1156

THE CO-OPERATIVE SOCIETIES ACT
(Cap. 490, section 61 (1))

INQUIRY

(Variation Order)

WHEREAS, by orders dated the 10th day of April, 1969, Dalmasius Peter Okello was authorized to hold inquiries into the constitutions, working and financial conditions of—

Ruma Co-operative Dairy Limited;
Owimbi Co-operative Dairy Limited; and
Manyuwanda Co-operative Dairy Limited,

and whereas the said Dalmasius Peter Okello is unable to hold the inquiries, which orders are hereby cancelled:

Now, therefore, I hereby authorize the Assistant Co-operative Officer-in-Charge, Siaya District, to hold the said inquiries.

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

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

GAZETTE NOTICE No. 1157

THE CO-OPERATIVE SOCIETIES ACT
(Cap. 490, section 61 (1))

INQUIRY

(Variation Order)

WHEREAS, by orders dated as shown in column II in the Schedule herebelow, Abner Hezekiah Ochieng' was authorized to hold inquiries into the constitutions, working and financial conditions of the co-operative societies shown in column I of the said Schedule, and whereas the said Abner Hezekiah Ochieng' is unable to hold the said inquiries, which orders are hereby cancelled:

Now, therefore, I hereby authorize the Assistant Co-operative Officer-in-Charge, Siaya District, to hold the said inquiries.

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

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

SCHEDULE

Column I	Column II
The Kagwa Co-operative Dairy Limited	5-4-1967
The Atara Co-operative Dairy Limited	5-4-1967
Gem Farmers Produce Co-operative Society Ltd.	20-4-1967

GAZETTE NOTICE No. 1158

THE CO-OPERATIVE SOCIETIES ACT
(Cap. 490, section 61 (1))

INQUIRY ORDER

WHEREAS, I have, of my own accord, decided that inquiries be held into the by-laws, working and financial condition of the co-operative societies in the Schedule herebelow:

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

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

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

Section 63 (1).—Costs of Inquiry.

Section 63 (2).—Recovery of Costs.

Section 87.—Offences.

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

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

SCHEDULE

Sakwa/Yimbo Farmers Co-operative Society Limited.
North Ugenya Coffee Growers Co-operative Society Limited.
Rarienda Women Co-operative Savings and Credit Society Limited.

GAZETTE NOTICE No. 1159

THE TRADE UNIONS ACT

(Cap. 233)

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

KENYA CIVIL SERVANTS' UNION
has been registered under the Trade Unions Act.

Dated this 21st day of April, 1971.

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

GAZETTE NOTICE No. 1160

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 Minister named in the Schedule hereto has been licensed to celebrate marriages under the provisions of such Act.

SCHEDULE

Denomination.—Seventh Day Adventist Church, Ranen Field, P.O. Ranen, Kisii.

Name of Minister.—Pastor Johnson Okumu.

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

M. L. HANDA,
Assistant Registrar-General.

GAZETTE NOTICE No. 1161

THE PIONEER GENERAL ASSURANCE SOCIETY LIMITED

P.O. Box 20333, Nairobi, Kenya

LOSS OF POLICY

Life Assurance Policy No. 3825865 for Sh. 1,900 dated the 11th April, 1968, in the name and on the life of the late Yosamu Mpagi of P.O. Box 30075, Nairobi.

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

Nairobi,
20th April, 1971.

SHAMSUDEEN NIMJI,
Director.

GAZETTE NOTICE No. 1162

THE JUBILEE INSURANCE COMPANY LIMITED

(Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

LOSS OF POLICY

Life Policy No. 4537 for Sh. 5,000 in the name of Akberali Harji Bhanjee, deceased

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

Dated this 21st day of April, 1971.

M. R. HOSANGADY,
Executive Director.

GAZETTE NOTICE No. 1163

THE JUBILEE INSURANCE COMPANY LIMITED

(Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

LOSS OF POLICY

Life Policy No. 30116 for Sh. 5,800 in the name of Joseph Kola Ngara

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

Dated this 17th day of April, 1971.

M. R. HOSANGADY,
Executive Director.

GAZETTE NOTICE No. 1164

THE GRADUATED PERSONAL TAX ACT

(Cap. 470)

AUTHORIZATION

IN EXERCISE of the powers conferred by section 2 of the Graduated Personal Tax Act, all District Revenue Officers and Assistant District Revenue Officers of the Treasury are hereby authorized to carry out the provisions of sections 5, 7, 8 and 9 of the said Act, within the Kakamega District.

Dated this 20th day of April, 1971.

E. N. NYARANGI,
District Commissioner.

GAZETTE NOTICE No. 1165

THE COUNTY COUNCIL OF THE CENTRAL RIFT

NOTICE OF INTENTION TO ADOPT BY-LAWS

PURSUANT to regulation 203 (1) of the Local Government Regulations, 1963 (L.N. 256), notice is hereby given of the intention of the County Council of the Central Rift to adopt the following By-laws:—

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

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

The general purport of these By-laws is to standardize the various types of buildings in the County of the Central Rift, on the model supplied by the Minister for Local Government.

Copies of the said By-laws are deposited at the offices of the Central Rift County Council at Nakuru, and are open to public inspection without payment during the normal working hours.

Any person wishing to lodge any objection to the proposed By-laws may do so within 14 days from the date hereof by writing to the undersigned, giving details of objection.

W. H. K. CHESIRE,
Acting Clerk of the Council,
County Hall,
Nakuru,
26th April, 1971. P.O. Box 138, Nakuru.

GAZETTE NOTICE No. 1166

THE COUNTY COUNCIL OF THE CENTRAL RIFT THE POLL TAX (RIFT VALLEY REGION) ENACTMENT, 1964

(No. 10 of 1964)

NOTICE is hereby given that pursuant to section 3 of the Poll Tax (Rift Valley Region) Enactment, 1964, the County Council of the Central Rift have, by resolution, resolved that an Area Council rate as shown in the Second Schedule in this notice shall be payable or deemed to have been payable on 1st January, 1971, by every adult male and each adult female having independent means, resident in or owning property in the area of jurisdiction of the Council of the County Division listed in the First Schedule in this notice.

FIRST SCHEDULE

SECOND SCHEDULE

	Sh.
Naivasha Area Council	10
Molo Area Council	5
South Baringo Area Council	20
North Baringo Area Council	10

W. H. K. CHESIRE,
Acting Clerk of the County Council
of the Central Rift,
County Hall,
Nakuru,
19th April, 1971. P.O. Box 138, Nakuru.

GAZETTE NOTICE No. 1167

MINISTRY OF WORKS
CENTRAL TENDER BOARD

TENDER NOTICE No. 45/A/71

TENDERS are invited for the supply of the following items:—

Item 1: *Public Address Sound Amplifiers—Quantity: 12.*

Specification.—Universal PA Amplifiers.

Inputs:—

2 microphone inputs—low impedance 30/150 ohms.

2 auxilliary inputs, high level, high impedance.

1 turner/phone/tape input.

Gain.—Microphones 125 db., auxilliary 95 db.

Output impedances.—4, 8 and 16 ohms.

Control.—Mic. volume, auxilliary volume, tone control (bass/treble and filter).

Power On/Off switch.

Frequency response.—30 to 15,000 cycles per second, ± 2 db.

Operating voltages.—12 volts DC, 240 volts AC—50 cycles sine wave.

Temperature range.—20° C. to +65° C. (−4° F. to 149° F.).

Power output.—100 watts. nominal, taps at 50, 25 and 10 watts.

Accessories.—Phono top control—guard, locking plate, rack panel mounting kit, weather-proof carrying case.

Cannon XL-3 Microphone cable/output connectors.

Item 2: *Loudspeakers—Quantity: 24.*

Specification.—Universal loudspeakers with line transformers.

Power handling capacity.—50, 25 and 10 watts.

Frequency response.—200 to 15,000 cycles per second.

Impedances.—16, 8 and 4 ohms.

Sound pressure level.—126 db.

Sensitivity.—26 dbm.

Rugged construction, all weather-proof.

Item 3: *Microphones—Quantity: 12.*

Specification.—Characteristic—Cardioid pick up pattern.

Impedance.—30/150 ohms.

Output level.—56 db.

Frequency response.—30-15,000 cycles.

Built-in filters to cancel explosive breath sounds.

Vibration-isolation unit, swivel adaptor assembly, On-off switch.

30-foot, twin conductor shielded cable with Cannon XL-3.

Connectors.—Rugged construction, all weather-proof.

Item 4: *Microphone Stands—Quantity: 12.*

Specification.—Adjustable floor stands, swivel necks with receptacles capable of accepting microphones ended with Cannon XL-3 connectors.

Net duty paid prices should be stated for delivery to the Voice of Kenya, Nairobi.

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

Delivery of the above items must be met six weeks after acceptance of tenders.

Tenders must be enclosed in a plain sealed envelope marked "Tender No. 45/A/71: V.O.K. Equipment" and addressed to reach the Chief Purchasing Officer, Ministry of Works, Supplies Branch, P.O. Box 30346, Nairobi, or be placed in the Tender Box in Room No. 38, Upper Ground Floor, Ministry of Works Headquarters, Ngong Road, Nairobi, not later than 9 a.m. on 21st 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 unless a tenderer expressly stipulates to the contrary.

All tenders must remain firm for 60 days from the closing date.

P. SHIYUKAH,
Permanent Secretary for Works.

GAZETTE NOTICE No. 1168

CLOSURE OF ROADS

NOTICE

NOTICE is hereby given that all private roads and foot-paths on the undermentioned properties owned, leased or managed by this company will be closed on Sunday, the 16th May, 1971:—

L.R. Nos. 10735, 10733, 9213/1, 11520, 272 and 277, Thika.

Dated this 19th day of April, 1971.

KENYA CANNERS LIMITED.

GAZETTE NOTICE No. 1169

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business carried on by Pragji Vithal under the firm name or style of Praghji Tailoring House on Plot No. 209/2272, Cross Road, Nairobi, is, as from 23rd November, 1970, sold and transferred to Kamrudin Akberali Peermohamed who will carry on the business at the same place under the name or style of Saeeda Store. The address of the transferor is P.O. Box 11493, Nairobi. The address of the transferee is P.O. Box 1049, Nairobi.

All the debts due and owing by the transferor in respect of the said business up to and including the 22nd day of November, 1970, will be received and paid by the transferor. The transferee does not assume nor does he intend to assume any liabilities whatsoever incurred in the said business of the transferor up to and including the said 22nd day of November, 1970.

Dated at Nairobi this 20th day of April, 1971.

AHAMED & AHAMED,
Advocates for the Transferee.

GAZETTE NOTICE No. 1170

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of footwear, leather and skin merchants carried on by Maganbhai Jinabhai Parmar and Kantilal Chagganlal Chapanari both of P.O. Box 11174, Nairobi in the Republic of Kenya, on L.R. No. 209/2366, Portal House, Portal Street, Nairobi, under the firm name or style of Family Footwear, has, as from the 1st day of April, 1971, been sold and transferred to Pushpa Devji Jethwa who will carry on the same business at the same premises under the same firm name.

The address of the transferors is P.O. Box 11174, Nairobi.

The address of the transferee is P.O. Box 8460, Nairobi.

All debts due and owing by the transferors in respect of the said business up to and including the 31st day of March, 1971, will be received and paid by the transferors. The transferee is not assuming nor does she intend to assume liabilities incurred by the transferors in the said business up to and including the 31st day of March, 1971.

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

PRAMOD PATEL,
Advocate for the Transferors
and the Transferee.

GAZETTE NOTICE No. 1171

NOTICE OF CHANGE OF NAME

I, Allan Indangasi Agesa, of P.O. Box 343, Maragoli in the Republic of Kenya, heretofore called and known by the name of Indangasi Allan Agesa Bugefu, hereby give public notice that by a deed poll dated the 20th day of April, 1971, duly executed by me, I abandoned and renounced the use of my said name of Indangasi Allan Agesa Bugefu and in lieu thereof assumed and adopted the name of Allan Indangasi Agesa.

I hereby authorize and request all persons to designate and address me by such assumed name of Allan Indangasi Agesa.

Dated at Kisumu this 20th day of April, 1971.

ALLAN INDANGASI AGESA.