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CORRIGENDA

IN Gazette Notice Nos 1105 and 1106 of 30th April, 1971—

At the foot in each notice *for* Commission of Lands *read* Commissioner of Lands

Gazette Notice No 715 of 26th March, 1971—

In paragraph 1—

For

Index No	Name	Ministry/Dept	Station
4/ADM/21	Dudson W Misiko	Provincial Admin	K I A

Read

4/ADM/21	Hudson W Misiko	Provincial Admin	K I A
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GAZETTE NOTICE No 1172

PUBLIC SERVICE COMMISSION OF KENYA

APPOINTMENTS

MALKIT SINGH MANGAT, to act as Medical Specialist, Ministry of Health, with effect from 30th December, 1970

GILES FRANCIS HARWOOD, to act as First Parliamentary Counsel, Office of the Attorney General, with effect from 12th March, 1971

GEORGE MATTHIAS WELE, to act as Chief Accountant, Ministry of Labour, National Social Security Fund, with effect from 1st March, 1971

PETER KARIUKI NDENDERU, to act as Senior Labour Officer, Ministry of Labour, with effect from 16th December, 1970

PROMOTIONS

JAMES MWAKIO, to be Senior Assistant Secretary, Ministry of Agriculture, with effect from 10th September, 1970

RAPHAEL OMONDI OPUODHO, to be Assistant Director of Surveys, Ministry of Lands and Settlement, with effect from 14th April, 1970

By Order of the Commission

Dated this 30th day of April, 1971

A A A EKIRAPA,
Secretary
Public Service Commission of Kenya

GAZETTE NOTICE No 1173

THE PREVENTION OF CRUELTY TO ANIMALS ACT
(Cap 360)

APPOINTMENT OF AUTHORIZED OFFICER

IN EXERCISE of the powers conferred by section 36 of the Prevention of Cruelty to Animals Act, the Minister for Agriculture, after consultation with the Kenya Society for Prevention of Cruelty to Animals, hereby appoints—

MRS E DOREEN TYRON

to be an Authorized Officer for the purposes of the Act

Dated this 21st day of April, 1971

J J M NYAGAH,
Minister for Agriculture

GAZETTE NOTICE No 1174

JUDICIAL SERVICE COMMISSION
THE MAGISTRATE'S COURTS ACT, 1967
(No 17 of 1967)

IN EXERCISE of the powers conferred by section 8 (1) of the Magistrate's Courts Act, 1967, the Chairman* of the Judicial Service Commission makes the following assignment of a District Magistrate —

PHILIP KAMAU KARIUKI, a District Magistrate empowered to hold a magistrate's court of the third class, is assigned to the Nyandarua District, with effect from 3rd May, 1971, in addition to the Nakuru, Baringo and Laikipia Districts by Gazette Notice No 2637/1970

Dated this 4th day of May, 1971

M K MWENDWA,
Chairman
Judicial Service Commission

*G N 3606/1967

GAZETTE NOTICE No 1175

THE ARMED FORCES ACT, 1968
(No 60 of 1968)

RELINQUISHMENT OF COMMISSIONS

IT IS hereby notified that the officers named hereunder in the first column, having completed their respective periods of Short Service Commissioned Service, have relinquished their Commission on the dates shown against their names in the second column

Rank	Name	Date
Capt (Dr)	Ashok Kumar Kapur (17304)	15-11 1970
Capt (Dr)	Joseph Kekaet ole Mereu (17307)	28 2-1971

Dated this 28th day of April, 1971

P G GITONGA,
Secretary to the Defence Council

GAZETTE NOTICE No 1176

THE DAIRY INDUSTRY ACT
(Cap 336)

THE DAIRY INDUSTRY (INSPECTORS) REGULATIONS, 1964

REVOCATION OF APPOINTMENT

IN EXERCISE of the powers conferred by regulation 2 (1) of the Dairy Industry (Inspectors) Regulations, the Kenya Dairy Board hereby revokes the appointment of—

JOSEPH M MURIGI

as Inspector under the said Regulations, with effect from 31st March, 1971

By Order of the Board

Dated this 30th day of April, 1971

E W MBELA,
Secretary

GAZETTE NOTICE No 1177

THE DAIRY INDUSTRY ACT
(Cap 336)

THE DAIRY INDUSTRY (INSPECTORS) REGULATIONS, 1964

APPOINTMENT

IN EXERCISE of the powers conferred by regulation 2 (1) of the Dairy Industry (Inspectors) Regulations, the Kenya Dairy Board hereby appoints—

JOSHUA O OKANGO

as Inspector under the said Regulations, with effect from 15th April, 1971

By Order of the Board

Dated this 30th day of April, 1971

E W MBELA,
Secretary

GAZETTE NOTICE No 1178

THE DAIRY INDUSTRY ACT
(Cap 336)

THE DAIRY INDUSTRY (INSPECTORS) REGULATIONS, 1964

APPOINTMENT

IN EXERCISE of the powers conferred by regulation 2 (1) of the Dairy Industry (Inspectors) Regulations, the Kenya Dairy Board hereby appoints—

GODRICK W N WAMBOKA

as Inspector under the said Regulations, with effect from 1st April, 1971

By Order of the Board

Dated this 30th day of April, 1971

E W MBELA,
Secretary

THE GOVERNMENT LANDS ACT

(Cap 280)

RETURN OF LAND GRANTS FROM 1ST JANUARY, 1971 TO 31ST MARCH, 1971

The date of registration of documents effecting these transfers have not been taken into consideration

J A O LOUGHLIN,
Commissioner of Lands

Name	L R or Plot No	Locality	Area Acres (Approx)	Stand Premium	Annual Rent	Term	Remarks
<i>By Direct Grants</i>				Sh	Sh	Years From	
<i>Direct Grants for Religious, Educational— Social Purposes</i>				NIL			
Seventh day Adventist Church (E A) Ltd	4606	S E of Mirogi	2 023	NIL	Peppercorn	33 1-9-70	Religious purposes
<i>Direct Grants for Special Purposes</i>				NIL			
<i>Direct Grants for Sports Purposes Only</i>				NIL			
<i>Direct Grants on Conversion to 999 Years</i>							
The Standard Bank Limited	11617	Nairobi Area	33 5001	480	130/50	37 1-4-66	In exchange for a surrender of L R. No 6846/46
FARM EXCHANGES				NIL			
FARM REVERSIONS							
Wallop Farms Limited	6443/1	West of Kitale Municipality	1 093	NIL	NIL	NIL	Surrendered to the Government for school purposes
Kenya Farmers Association Ltd	6604/7	South-east Kitale	0 0362	NIL	143	NIL	Surrendered to the Government
Rivers Limited	2951/1/2 and 2951/1/3 }	Nairobi Area	26 3055 27 9243 }	Freehold	Freehold	Freehold	Surrendered to the Government
FARM REVERSION ON CONVERSION TO 999 YEARS							
The Standard Bank Ltd	6846/46	Nairobi Area	29 5431	480	130/50	39 1-4-66	Surrendered in exchange for a new grant of L R No 11617
FARM LEASE EXTENSION				NIL			
<i>Reversion of Farm Lease Extensions</i>				NIL			
TOWN PLOTS GRANTS BY AUCTION OR TENDER				NIL			
<i>By Direct Grants</i>							
Mwangi Njagi	1144/446	Naivasha	0 1393	2,250	450	99 1-5-70	Shops and or offices combined with residence (excluding the sale of petrol)
Mbugua Githere	2721/8	Longonot	0 0910	1,800	360	99 1-11-69	Public restaurant, bar and lodging
Mohamed Sheik Ali	209/7281	Nairobi	0 0465	NIL	375	99 1-9-70	Residential purposes only
Jagir Singh	451/25/LVIII	Nakuru	0 1857	2,000	400	99 1-4-69	Private residential purposes (excluding a guest-house)
Registered Trustees Shree Cutchi Gujarati Hindu Union Nairobi	209/6087	Nairobi	1 6350	NIL	Perpppercon if demanded	68 ⁵ /121-10-62	In exchange for a surrender of L R Nos 209/2374 and 209/2378/4/9
Walter Henry George Flowers	1870/148/1	Nairobi	0 5415	79,000	135	48 1-12-70	In exchange for a surrender of the same L R No

LAND GRANTS—(Contd)

Name	L R or Plot No	Locality	Area Acres (Approx)	Stand Premium	Annual Rent	Term	Remarks
				Sh	Sh	Years From	
Godwin Kamau Gathu	209/7394	Nairobi	0 0067	600	120	99 1-2-70	Shops (excluding a petrol station) and one flat
East Africa Overland Transport Ltd	209/7367	Nairobi	0 2049	7,175	1,435	78½ 1-9-69	Godown, warehouse or factory purposes
Jesse Kimani	12057	Nairobi	2 020	NIL	540	99 1-11-70	Residential purposes only
City Council of Nairobi	209/7141	Nairobi	117 3630	NIL	Peppercorn if demanded	99 1-4-54	Residential purposes only
Richard Francis Oduor and Margaret Jennifer Oduor	1148/1256	Kisumu	0 1906	1,380	276	99 1-6-70	Residential purposes only
Maize and Produce	2116/483	Kitale	1 040	80,028	5,430	78½/6 1-3-69	Godown, warehouse or factory purposes
Eunah Warigia Matu	209/7553	Nairobi	0 1420	72,000	14,000	99 1-12-70	Petrol and service station
Esmail Abdulhusein Noorbhai and Shaber } Husein Taibali Abdulhusein Noorbhai }	5054/43	Kilifi	0 0465	2,000	400	99 1-7-68	Shops, offices and flats (excluding sale of petrol)
Mathew Otieno Ogingo	1148/1281	Kisumu	0 1906	1,800	360	99 1-6-70	Private residential purposes
Joel Mwangi Wachira	209/7408	Nairobi	0 0845	11,000	2,200	99 1-8-69	Workshops
Ajit Singh Choda and Sarjit Singh Choda	209/7192	Nairobi	0 4639	27,195	5,440	77½ 1-9-70	Godown, warehouse or factory purposes
The Gospel Furthering Fellowship Registered Trustees	36/VII/586	Nairobi	2 501	NIL	Freehold	NIL	In exchange for a surrender of four L R Nos 36/VII/50, 51, 52 and 117
Kenton Kijabe Hill Co-operative Society Ltd	2721/5	Longonot	0 0480	720	144	99 1-4-70	Shops (excluding a petrol station), offices and flats
Ojwang' K'ombudo & Ojenge K'ombudo	1148/995	Kisumu	0 0297	1,600	320	99 1-1-71	Shops (excluding a petrol station), offices and flats
EXCHANGE TO FACILITATE TOWN PLANNING AND OTHER REQUIREMENTS				NIL			
Direct Grants for Religious—Educational and Charitable Purposes							
Foreign Mission Board of the Southern Baptist Convention	9395/45	Kiganjo	0 0833	NIL	Peppercorn if demanded	99 1-11-69	Religious purposes and as residence for the priest
Direct Grants for Special Purposes				NIL			
Direct Grants for Sports Purposes				NIL			
TOWN PLOTS EXTENSION OF LEASES				NIL			
TOWN PLOTS REVERSIONS							
Registered Trustees Shree Cutchi Gujarati Hindu Union Nairobi	209/2374 and 209/2378/4/9 }	Nairobi	1 1251	NIL	72	99 1-3-32	Surrendered in exchange for a new grant of L R No 209/6087
Brinder Kumar Sharma and Muljibhai Dhulabhai Patel	1/103	Nairobi	0 6168	152,000	Freehold	Freehold	Surrendered to the Government
The Gospel Furthering Fellowship (Registered Trustees)	36/VII/50, 51, 52 and 117 }	Nairobi	0 7543, 0 8094, 0 6354 and 0 3049	NIL	72	NIL	Surrendered in exchange for a new grant of L R No 36/VII/586
John Lawrence Porter	7751/1	Nairobi	respectively 0 1326	NIL	NIL	NIL	Surrendered to the Government for road purposes

THE TRUST LAND ACT

(Cap 288)

RETURN OF LAND GRANTS FROM 1ST JANUARY TO 31ST MARCH, 1971

The date of registration of documents effecting these transfers have not been taken into consideration

J A O LOUGHLIN,
Commissioner of Lands

Name	L R or Plot No	Locality	Area Acres (Approx)	Stand Premium	Annual Rent	Term	Remarks
				Sh	Sh	Years From	
Issa Mohamed, Abdi Mohamed and Mohamud Mohamed	9923/10	Kajiado	0 1171	1,750	350	33 1-10-69	Shops and or offices combined with residence (excluding the sale of petrol)
Ali Abdulahi, Jafeth Sagero and Rogide Musa	8534/76	Migori	0 0529	1,600	320	33 1-7-70	Shops and or offices combined with residence (excluding the sale of petrol)
Elijah Mudiri	1407/135/II	Kakamega	0 0557	1,500	300	33 1-5-70	Shops and or offices combined with residence (excluding the sale of petrol)
Richard Ongwen Osongo	1432/242	Homa Bay	0 0511	1,800	360	33 1-9-70	Shops and or offices combined with residence (excluding the sale of petrol)
Amin Mohamed	1407/140/III	Kakamega	0 1375	1,400	296	33 1-3-68	Industrial purposes and residence for caretaker/ Night Watchman
Mohamed Salim	1407/1/20	Kakamega	0 0465	1,500	300	33 1-1-70	Shops and or offices combined with residence (excluding the sale of petrol)
Oloo Olwal and Ochola Ochunyo	8534/63	Migori T C	0 0476	1,440	288	33 1-7-70	Shops and or offices combined with residence (excluding the sale of petrol)
David Maroa and Daniel Ogola	8534/73	Migori	0 0502	1,500	300	33 1-7-70	Shops and or offices combined with residence (excluding the sale of petrol)
Enos Okongo Seth Orlale	1432/240	Homa Bay	0 0511	1,640	328	33 1-7-70	Shops and or offices combined with residence (excluding the sale of petrol)
Joseph Ongiri Orwa and Joseph Antik Ongiri	1432/239	Homa Bay	0 0511	1,640	328	33 1-9-70	Shops and or offices combined with residence (excluding the sale of petrol)
Tobias Outi and Joel Atata	8534/50	Migori T C	0 0465	1,400	280	33 1-7-70	Shops and or offices combined with residence (excluding the sale of petrol)
Patroba Akech Aloo	8534/61	Migori T C	0 0465	1,400	280	33 1-7-70	Shops and or offices combined with residence (excluding the sale of petrol)
Jeremiah Nzioka Ngima	909/378	Machakos	0 0697	1,500	300	33 1-1-68	Shops, offices and flats excluding the sale of petrol and motor oils
Adijah Mzee	909/513	Machakos	0 0260	200	40	33 1-1-69	One private dwelling house only
Andrew Albert Ater Odundo	1432/118	Homa Bay	0 0361	621/60	124/30	33 1-9-70	Workshop, garages or godowns
E N Kenyuri, B Akara and S Ondieki	1436/259	Kisii	0 0480	255	51	33 1-5-67	One private dwelling-house
Muteti Kitoto	909/374	Machakos	0 0667	1 500	300	33 1-1-68	Shops, offices and flats (excluding the sale of petrol)
The Nairagie Nkare Farmers Co operative Society Limited	9200/24	Nairagie, Ngare	0 0297	320	64	33 1-6-68	Shops and or offices combined with residence (excluding the sale of petrol)
N M H Ismail and R N Ismail	1407/465	Kakamega	0 0557	1,200	240	33 1-9-70	Shops offices and residence
F Wanjihia Wanjuche, H Mureithi and Joseph Mwangi Jacob Gakoba	7235/56	Karatina	0 0208	446/90	89/40	33 1-1-60	Shops and offices only
H K Tutoek and Kipkany Tutoek	9038/18	Kabarnet	0 0940	1,460	292	33 1-1-66	Shops and or offices combined with residence.
Dr Julius Gikonyo Kiano	7235/415	Karatina	0 5579	26,000	2,614	99 1-11-70	Motor and petrol service station
Stephen Weru	7235/251	Karatina	0 0485	1,350	270	33 1-8-65	Garage workshop or godown
Cyprian Jobando Otieno and Elisha Okea	8534/65	Migori T C	0 0465	1,400	280	33 1-7-70	Shops and or offices combined with residence (excluding the sale of petrol)
Gerald Wanjohi	7235/345	Karatina	0 0373	1,200	240	33 1-1-66	Shops, offices and flats (excluding the sale of petrol)
Asantus Akuku Ogwela	1432/236	Homa Bay	0 0442	1,540	308	33 1-1-70	Shops and or offices combined with residence (excluding the sale of petrol)

GAZETTE NOTICE NO 1181

THE GOVERNMENT LANDS ACT

(Cap 280)

MALINDI TOWN—HOTEL SITE

THE Commissioner of Lands invites applications for the plot described in the Schedule herebelow, which is available for direct alienation

2 The plan of the plot may be inspected at the Public Map Office, situated in the Lands Department Building, City Square, Nairobi, or purchased therefrom at Sh 3 per copy, post free

3 Applications should be submitted to the Commissioner of Lands direct

4 Applications must be submitted so as to reach the said Commissioner not later than noon on Monday, 7th June, 1971

5 Applicants must enclose a cheque for Sh 1,000 as deposit which will be dealt with as follows—

- (a) Credited to a successful applicant
- (b) Refunded to an unsuccessful applicant
- (c) Forfeited if a successful applicant fails to accept formally offer of a plot made to him within the stipulated time, and the applicant who fails to take such offer within the prescribed time, shall have no further claim thereto

6 Applications must be accompanied by a statement indicating—

- (a) the detailed proposals of the applicant for the development of the site. No sketch plan is required but the successful applicant will be required to submit for approval sketch plans of the buildings he proposes to erect before proceeding with the detailed drawings. The outlined proposals should include—
 - (i) a site layout plan in sufficient details to show the siting of the buildings in relation to the plot boundaries,
 - (ii) an indication of the number of bedrooms and other rooms to be completed and ready for occupation within 30 months of the commencement of the term of the grant. Applicants may if they wish submit their plans for subsequent additional development
 - (iii) the number and nature of public rooms to be provided,
- (b) the amount of capital available for immediate development which must not be less than Sh 600,000 together with a statement from the applicant's bankers or from the representatives of some other financial institution acceptable to the Commissioner of Lands certifying that this amount is either immediately available or will become available during the course of the construction of the hotel

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 notification of the approval of the grant

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

Special Conditions

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

2 The grantee shall within six months of the commencement of the term submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the position of the buildings and a system of drainage for the disposal of sewage, surface and sullage water), drawings, elevations and specifications of the buildings the grantee proposes to erect on the land and shall within 30 months of the commencement of the term complete the erection of such buildings and the construction of the drainage system in conformity with such plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner

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

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

4 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

5 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

6 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

7 The land shall only be used for the purpose of a hotel and other use ancillary thereto

8 The grantee shall have no right over the foreshore

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

10 The grantee shall pay such rates, taxes, charges, duties, assessments or outgoings of whatever description as may be imposed, charged or assessed by the Government or any 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 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

12 The Commissioner of Lands reserves the right to revise the annual ground rental of Sh 9,500 payable hereunder after the expiration of the 33rd and 66th year of the term hereby granted. Such rental will be at a rate of 4 per cent of the unimproved freehold value of land as assessed by the Commissioner of Lands

SCHEDULE

Plot No —Portion 1862, Malindi

Area —6.2 acres (approximately)

Stand premium —Sh 47,400

Annual rent —Sh 9,500

Stamp duty —Sh 1,055

Conveyancing fees —Sh 200

Registration fees —Sh 25

Survey fees —On demand

Road charges —On demand

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 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 preceeding 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 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 reenactment 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	Stand Premium	Annual Rent	Road Charges
		(Hectare)	Sh	Sh	
Kangema	6	0 0704	16,000	3,200	Payable on demand
Gatura	33	0 0688	12,000	2,400	
Kiriani	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 surface 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 _____ 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 1182

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

NOTICE OF INQUIRY

THE attention of interested parties is drawn to the fact that the date of the inquiry specified in Gazette Notice No 958 of 2nd April, 1971, in connexion with Plot L R No 209/118/26, Rookee Road, Nairobi, has been altered from 30th April, 1971 to 28th May, 1971

J A O LOUGHLIN,
Commissioner of Lands

GAZETTE NOTICE NO 1183

THE GRADUATED PERSONAL TAX ACT
(Cap 470)

NOTICE OF THE IMPOSITION OF A PENALTY ON UNPAID TAX

IN terms of Legal Notice No 142 of 2nd May, 1968, a penalty of 50 per cent of the amount of 1971 personal tax due from self-employed taxpayers will be imposed as from 1st July, 1971

Graduated personal tax from self-employed persons living outside Municipal areas may be paid to the District Commissioner in whose area the individual resides. Persons living in Municipal areas should pay it to their respective Municipal Councils

Monthly deductions from employed persons are not affected by this notice

GAZETTE NOTICE NO 1184

THE REGISTRATION OF TITLES ACT
(Cap 281)

WHEREAS late Hirbai Dayaram w/o Meghji Purshotam Bhogaita was registered as proprietor of all that piece of land comprising nought decimal one one four seven eight (0 11478) of an acre or thereabouts known as Land Reference No 1148/8/XXVIII situate in the Kisumu Municipality in the Central Nyanza District held under a Grant registered as I R No 1702/1 and whereas grant of probate of will of Hirbai Dayaram w/o Meghji Purshotam Bhogaita deceased was granted to (1) Gauri Shanker Shivraj Pandya (2) Sukhdevji Shivraj Pandya and (3) Ragnath Makanji Ratanji under Probate and Administration Cause No 5 of 1959 and whereas the said grant of probate of will is 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 Grant I R 1702 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 Grant I R 1702 and to proceed with the registration of the said grant of probate of will

Dated at Nairobi this 7th day of May, 1971

S H SHAH,
Registrar of Titles

GAZETTE NOTICE NO 1185

THE INDUSTRIAL COURT

CAUSE NOS 6 AND 7 OF 1971

Parties —

Kenya Union of Commercial Food & Allied Workers
and

Securicor Ltd, ISS Ltd, Kenya Kazi Ltd, Coast Security
Service and Private Investigation & Security Services

Issue in dispute —

Equality of conditions of service for all security organizations

1 The Kenya Union of Commercial Food & Allied Workers shall hereinafter be referred to as the Claimants, and Securicor Ltd, ISS Ltd, Kenya Kazi Ltd, Coast Security Service and Private Investigation & Security Services shall hereinafter be referred to as Respondents in the numerical order they appear

2 The parties were heard in Mombasa on the 30th and 31st day of March, 1971 and relied on their written and verbal submissions

AWARD

3 The aforesaid two disputes were consolidated with the consent of the parties but prior to the hearing, a letter was received by the Court signed by the 'ex partners of Private Investigation & Security Services' stating that due to various difficulties among the partners it had not been possible to continue the activities of the firm and as a result the business was closed in February, 1971

During the hearing the Claimants informed the Court that although a new firm had been registered under the name of Kenya Enterprise & Private Security Service" the fact was that this was only a trick on the part of these employers to get out of the Industrial Court proceedings. They alleged that all the workers were still employed by Private Investigation & Security Services"

The Court ruled that since it has officially been informed by the ex partners of this firm that their business had been closed in February, 1971, the Court had no other alternative but to find that they could not in the circumstances be considered a party to this dispute, and since the new firm had not signed the Notification of Dispute Form 'A' to the Industrial Court submitting to the Court's jurisdiction this new firm also could not be considered to be before the Court

The Court advised the Claimants that they could approach the new firm after the Court had made an award with a view to securing its implementation by this firm as well or make other appropriate representations depending on the nature of the award

The Court then proceeded to hear the dispute against the remaining four Respondents

The Court is satisfied from the submissions made by the parties that Respondents No 1 is paying the highest wages amongst all the security firms in Mombasa. The Claimants, after repeated representations, succeeded in persuading Respondents No 1 at Mombasa to implement their Nairobi agreement in Mombasa. This was done with effect from 1st July, 1969, as a result of which they are paying their employees Sh 225 p m with an arrangement to increase it to Sh 242 with effect from 1st July, 1971, and to further increase it to Sh 270 with effect from 1st July, 1972. The wage standstill of one year under the Tripartite Agreement has been accounted for with the increase due to workers on 1st July, 1970, being put off till July, 1971

As against this the other Respondents pay the workers as follows —

ISS—Sh 200, after four years, Sh 207 p m

Kenya Kazi Ltd —

On probation Sh 175 p m

After probation Sh 200 p m

After one year Sh 225 p m

Coast Security Service —Between Sh 175 to Sh 200 p m

When the Claimants persuaded the first Respondents to implement their Nairobi agreement in Mombasa, it had been suggested to them that they should bring pressure on the other security firms, the other Respondents, to become parties to this agreement. The intention was that all the security firms in Mombasa should pay uniform wages to their employees so that there would be no unfair competition between them and to eliminate undercutting

On or about 19th February, 1969, the Claimants sent a copy of their agreement with Respondents No 1 to the other Respondents requesting them to implement it. From then on until the strike by all the employees of these Respondents which took place on 13th January, 1971, there is a story of repeated attempts by the Claimants to try to bring them together for discussions with a view to implementing a uniform agreement. All these attempts failed because all the Respondents failed to

attend meetings together as one or the other was absent due to various reasons. After a careful perusal of the record the Court is satisfied that this was due to the other Respondents' refusal and unwillingness to come to an arrangement with the Claimants which they, the Respondents, thought was most unfair to them

During the hearing the Court was informed that both the Federation of Kenya Employers and the Claimants had approached the Minister for Labour to invoke section 24 of the Trade Disputes Act and bring all security firms up to the level of the Claimants' Nairobi agreement with Securicor (K) Ltd but as the majority of employers in the security business were outside this agreement the Minister could not help the Claimants. It was, therefore, left to the Claimants to use other methods to achieve their objective. The Court notes that it was with reluctance that the Respondents No 2 to 5 submitted to the jurisdiction of the Industrial Court by signing the Notification of Dispute Form A

The following rather important points emerged during the hearing —

1 The Claimants have succeeded in Nairobi and up country in bringing some of the major security firms to implement a uniform agreement. To this a few small firms are also a party but a greater number of firms are not bound by this agreement—some of these firms having started recently

2 The Respondents cater for different types of customers—the larger firms dealing with big establishments and the smaller firms getting business from medium and small business houses and individuals. The Claimants alleged that all the Respondents charged their customers on an average a monthly rate of Sh 400 to Sh 450 but the Respondents pointed out that this was true in the case of the first Respondents but the others charged between Sh 250 to Sh 400 p m. In fact they claimed that there was a very wide variation in the charges made by the various firms

3 New security firms are starting all the time as was proved in Nairobi. As soon as the Claimants succeeded in bringing the existing firms to a uniform wage rate, others cropped up with inferior wages and the Claimants were faced with the same problem

Respondents 1, 2 and 3 who are all members of the Federation of Kenya Employers, suggested a gradual movement to one scale of wages which should be spread over five years as follows —

1st year from ending of Tripartite Agreement	The lowest two companies to come to ISS wages
2nd year from 1st July, 1972	The three companies to give an increase of Sh 25 p m
3rd year from 1st July, 1973	The three companies to give an increase of Sh 20 p m
4th year from 1st July, 1974	The three companies to give an increase of Sh 15 p m
From 1st July, 1975	Parity

The fourth Respondents asked the Court to take into consideration the following points. They were not willing to accept the Claimants' agreement with the first Respondents because—

- 1 they were not parties to the proceedings and no opportunity was given to them to state their case,
- 2 it was based on conditions prevailing in Nairobi which vary considerably from the conditions prevailing in Mombasa,
- 3 all relevant matters including the nature and quantum of business in Mombasa and the financial position of the employers were not taken into account
- 4 their employees or the majority of them were not members of the claimant Union
- 5 the terms and conditions in the said terms and conditions of service agreement would operate hardship on them and would eliminate them from business on account of their present financial condition and encourage a monopoly in the business"

They added that they had always been ready and willing to negotiate and enter into a fair agreement containing terms and conditions which would be reasonable, equitable and just pertaining to the present business and employment conditions in Mombasa and their financial position

The Claimants' demand was that all the Respondents should be ordered to implement the 'Securicor Agreement' with effect from 1st July, 1970, and further that 7½ per cent increases each year should be awarded during the next two years

The Court appreciates the stand taken by the Claimants in this dispute and also concurs with them that a security guard works 12 hours per shift and has an arduous duty to perform. It is also true to a certain extent that comparable wages since 1963 have gone up considerably

The Court has very carefully considered the various submissions and finds that it is indeed a very desirable objective that as far as possible the various firms in an industry should pay uniform wage rates. The advantages in this are quite

obvious but unfortunately it is not always easy to achieve it. There are numerous difficulties which have to be reckoned with. First and foremost being the danger that if a firm is required to pay too big a wage increase in one jump the consequences may be disastrous in that the firm may go out of business. The other point to be considered is that the economics of all the firms in an industry vary considerably.

The Court has also to take into account the fact that new firms can go into business with inferior wage rates and thus start the problem of unfair competition, etc., all over again, as in fact has happened in Nairobi.

As far as the proposition put forward by Respondents 1, 2 and 3 are concerned, the Court finds that five years is too long a period to provide for now, in conditions where the economy of the country is changing so rapidly.

Keeping all the aforesaid points in view the Court can do no more than to set the parties on a path which would in due course lead to a uniform agreement. The Court has in the past stressed that it would be most unfair and dangerous to impose too big an increase on a small firm to bring it up to the rates of the leading firms in one jump. The Court has also considered the allegation that as some of these Respondents have not fulfilled their obligations under the Tripartite Agreement, they should not be allowed to benefit from the "wages" standstill. The Court directs that the Senior Labour Officer, Coast Province, should take immediate steps to ascertain whether or not the allegation is true. If he finds that certain Respondents have not taken on 10 per cent extra employees, then he should see to it that they do so, as the Court would not be inclined to let them benefit from a standstill in wages without making their appropriate contribution under the Agreement.

After a careful consideration of all the submissions the Court awards that as a first step towards achieving uniform terms and conditions of employment, Respondents 2, 3 and 4 should award a wage increase of Sh 25 p.m. with effect from 1st July, 1971.

The Court further awards that after one year of the first increase these Respondents should grant a further wage increase of Sh 25 p.m. to their employees.

The Court further directs that in the meantime other conditions of service should be renegotiated with a view to gradually reaching a common agreement.

The Court would like to add that after the expiry of this award it hopes that all the Respondents will get together when fresh negotiations commence with a view to achieving further uniformity on wages and terms and conditions of service.

Given in Nairobi this 29th day of April, 1971

SAEED R. COCKAR,
President

R. M. MWILU,
Vice President

J. CARROLL,
L. FARRA,
Members

GAZETTE NOTICE NO 1186

THE INDUSTRIAL COURT

CAUSE No 13 OF 1971

Parties —

Kenya Union of Commercial Food & Allied Workers
and
Mitchell Cotts & Co (E A) Ltd

Issue in dispute —

Respondents—The validity, or otherwise, of retrospective claims for payment of "long carry" allowance.

Claimants—The Union disagrees with the wording "long carry" and instead should read "long distance".

1 The Kenya Union of Commercial Food & Allied Workers shall hereinafter be referred to as the Claimants, and Mitchell Cotts & Co (E A) Ltd shall hereinafter be referred to as the Respondents.

2 The parties were heard in Mombasa on the 31st day of March and 1st April, 1971, and relied on their written and verbal submissions.

AWARD

3 The facts leading to this dispute are that sometime early in 1969, the Claimants' members discovered that although they had been handling cargo over a distance of 50 yards and are entitled to special rates under "long distance" carry they had not been paid their proper dues.

The Claimants met the Respondents in June, 1969, and the Respondents conceded that it was possible that the workers could carry goods beyond a distance of 50 yards in their warehouse, but their stand was that the casual workers were employed on daily contract and as they had been paid all their dues there could not be any additional claim in respect thereof. They further added that the work to be done was agreed with the workers at the commencement of each individual job.

These discussions carried on without any result until 15th July, 1969, when the workers refused to resume work. On 16th July the workers still refused to work and the Senior Labour Officer, Mombasa, had to intervene. As a result it was arranged that a Labour Officer would investigate whether or not "long distance" carry had been performed.

Unfortunately there was a long delay and the investigator could not commence his work until 12th February, 1970. The matter dragged on and eventually on 28th September, 1970, the Senior Labour Officer, Coast Province, recommended as follows —

- "(a) That if ever long distance were performed, underpayment should be made in accordance with parties' negotiated agreement only if those (gang) performed such work could be traced,
- (b) that such payment be made according to the records kept by tally clerks and that separate records should be kept in case of where the gang requested to offload goods from a far distance to convenience themselves so as to ascertain the real work performed in form of long distance or on the request of the gang,
- (c) that cases of underpayment experienced by the gang whether for long distance or otherwise, should be brought to the notice of management immediately for action."

The Respondents in consultation with the Distributive & Allied Trades Association (hereinafter referred to as D A T A), rejected these recommendations on the ground that the claims submitted by the Claimants' members were not valid. The parties then decided to refer the dispute to the Industrial Court and signed the Notification of Dispute Form "A" with their respective versions of the issue. The Court finds that it is immaterial whether the words used are "long carry" or "long distance". The parties are fully aware as to the issue in dispute.

The Claimants submitted that the Respondents had violated their agreement with them dated 10th August, 1967, as subsequently amended by the Industrial Court award dated 16th January, 1970. They asked the Court to award that the Respondents and the Claimants should get together and ascertain from the records the extent to which "long distance" had been performed and the names of the persons who did such work. They said that although thousands of tally sheets and other documents would have to be gone through the work was relatively simple. Finally they submitted that the use of mechanical aid was immaterial to the issue.

The Respondents maintained that the casual workers had all been paid in accordance with the contract which was made with them on a daily basis as required by law. There was therefore no question of any back payment being awarded to these casual employees. They pointed out that it would be virtually impossible to ascertain now as to whether any "long distance" was performed and the persons who did such work. They also submitted that where "long distance" was performed with means of a mechanical aid then workers were not entitled to special rates of "long distance" carry. When goods were carried physically these rates had been paid.

The Court finds that the real issues in dispute are as follows —

- (a) Whether or not long distance allowance is payable when goods are carried mechanically or only when carried by hand.
- (b) Whether casual labourers are entitled to back payment for long distance allowances when they have accepted the actual payments calculated at the end of each day. These acceptances being made without any reservations.

The historical background culminating in the agreement between the parties dated 10th August, 1967, and the Industrial Court award in Cause No 38/69 is rather important.

On 27th November, 1963, the Claimants and D A T A, of which the Respondents are members, agreed to contract rates and conditions of service for casual labour employed on Mombasa Island. In that agreement, along with the rates for the various types of work, in clause 19 the following was agreed —

"Any commodity or operation not provided for in this agreement as well as provisions by employers of mechanical aids for sewing, stacking, bulking, etc., will be the subject of individual agreement between the employers and the workers."

In 1965 the agreement was revised but all the details could not be concluded. A provisional list showing the new rates was

applied from 18th October, 1965, and the Court accepts that the Respondents, along with the other members of their Association, were advised as follows —

"It will be noted that the negotiations are not yet complete, a number of items still being under discussion with the Union. As soon as the agreement is finalized on these outstanding matters members will be notified and the complete agreement circulated."

The Court has decided to give the benefit of doubt to the Respondents in accepting that the clause affecting mechanical aids was one of those which had not yet been reached and therefore not discussed and as the negotiations were not finalized no agreement was concluded. Under these circumstances the parts which had not been discussed and which appeared in the previous agreements were continued. So the clause relating to mechanical aids continued in force until the agreement of August, 1967, when it finally disappeared.

There is no mention of the contents of the aforesaid clause 19 either in the 1967 agreement or in the Industrial Court award. The Court is not so sure if this situation did not come about through an act of omission rather than through deliberate intent. Whatever the reason there is no reference to an exemption of payment of "long distance" rate where mechanical aids are used particularly hand carts. The Court therefore has no alternative but to rule that "long distance" rates are payable since August, 1967, even if mechanical aid is used.

The Court is now confronted with deciding to what extent the Claimants' demands for back payment in respect of "long distance" claim are valid and should be allowed. It is very surprising that in or about August, 1967, the Claimants having obtained such a major concession did not take the trouble of informing their members about it. The workers involved in this dispute are casual workers who are employed through and under a "tindal". The payment is made to the "tindal" who then pays to the members of his "gang". It is also a fact that a tremendous amount of tonnage has been handled in the Respondents' warehouse since August, 1967, involving literally thousands of documents like tally sheets, etc. It would be a colossal exercise if the Court were to order the Respondents to go through their records to check which workers were entitled to "long distance" carry rates and to what extent. Keeping all these points in view and the fact that the Claimants had not raised this issue till January, 1969, the Court has come to the decision that the Respondents should pay their workers "long distance" carry with effect from June, 1969. The Court is of the view that the facts can be ascertained from June, 1969, to enable the Respondents to pay "long distance" carry to the various employees even if they used mechanical aid in carrying the goods. The Court accordingly awards that the Respondents should pay "long distance" carry where it is due, and has not been paid, with effect from June, 1969.

Given in Nairobi this 29th day of April, 1971

SAEED R. COCKAR,
President

R. M. MWILU,
Vice-President

L. FARRA,
J. CARROLL,
Members

GAZETTE NOTICE No 1187

EAST AFRICAN RAILWAYS

TARIFF BOOK No 5

CORRECTION Slip No 19 containing amendments to Parts 1 and 2 of Tariff Book No 5 has been published and is in the process of distribution to all registered holders of the Tariff Book. This Correction Slip contains all amendments to the Tariff Book made since the publication of Correction Slip No 18.

Any holder who has not received a copy of this Correction Slip by 1st May, 1971, should apply to the Chief Traffic Manager, P.O. Box 30006, Nairobi.

The Correction Slip can also be seen at any booking office as from 1st May, 1971.

S. NGUNU,
for Director General

GAZETTE NOTICE No 1188

6½ PER CENT KENYA STOCK 1972/74

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

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

GAZETTE NOTICE No 1189

MINISTRY OF AGRICULTURE

LOSS OF LOCAL PURCHASE ORDER BOOK No 694003 694050

IT IS notified that Local Purchase Order Book No 694003 694050 has been lost.

This book has now been cancelled and no liability will be accepted by the Ministry of Agriculture in respect of goods supplied or services rendered against the said Local Purchase Order numbers.

G. M. KIMANI,
*Provincial Director of Agriculture,
Western Province*

GAZETTE NOTICE No 1190

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 Tim Air Charters (Tanganyika) Limited, P.O. Box 804, Dar es Salaam, Tanzania, has applied to the East African Civil Aviation Board for a licence to operate—

Air charter and aerial work services based at Kilimanjaro International Airport, with two Cherokee Six and one Arrow types of aircraft,

for a period of seven 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 26th May, 1971. Every such representation or objection shall be made in writing, 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 24th day of April, 1971

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

GAZETTE NOTICE No 1191

THE LIQUOR LICENSING ACT

(Cap 121)

NORTH SRIKWA LIQUOR LICENSING COURT

NOTICE is hereby given that the next statutory meeting of the North Srikwa Liquor Licensing Court will be held in the District Commissioner's office on Monday, the 10th May, 1971, at 10 a.m.

A list of the applicants can be seen at the District Commissioner's office notice board and the Chiefs' offices, Saboti, Cherangani and Kwanza Township.

Dated this 24th day of April, 1971

M. M. MUHASHAMY,
*President,
North Srikwa Liquor Licensing Court*

GAZETTE NOTICE No 1192

THE TRADE MARKS ACT

(Cap 506)

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

Notice is also hereby given that official objection will be taken under rule 21 (3) to all applications in which the specification claims all the goods included in any class unless the Registrar is satisfied that the claim is justified by the use of the mark which the applicant has made or intends to make if and when it is registered. Where an applicant considers that a claim in respect of all the goods included in a class can be justified it will save unnecessary delay in examining applications if a 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 FARBERWERKE HOECHST AG, formerly Meister Lucius & Bruning, a joint stock company organized under the laws of Germany, manufacturers and merchants, of 6230 Frankfurt (M) 80, Hoechst, Germany, and c/o Messrs Atkinson, Cleasby & Satchu advocates P O Box 90121, Mombasa 30th January, 1971.

IN CLASS 1—SCHEDULE III

HOSTALIT

18258—Chemical products for industrial purposes hardening agents, synthetic resins chemical products for the manufacture of plastics plastics as raw materials in solid and liquid form, plastics for the manufacture of liners coatings, and as coating liquids, plastics in the form of masses, powder, granules chips, solutions, profiles, films sheets, blocks rods pipes and tubing, agents for sealing packing and insulating, building and construction materials.

IN CLASS 17—SCHEDULE III

HOSTALIT

18259—Rubber substitutes

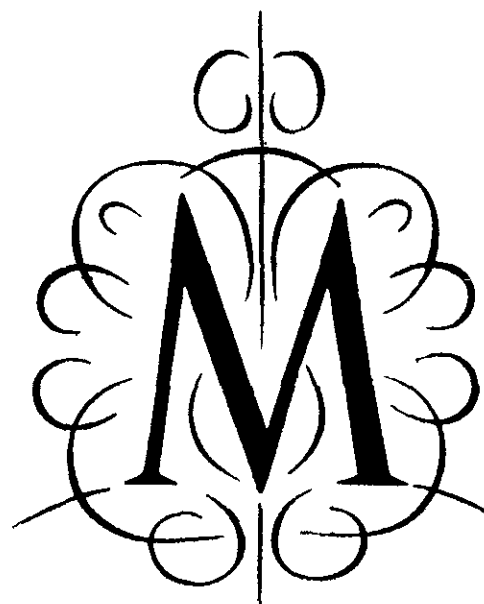
IN CLASS 3—SCHEDULE III

GLORY

Proceeding under section 32 (1) (b) of the Trade Marks Act

17100—Cleaning and polishing preparations other than for use on the body, and including preparations for cleaning carpets. S C JOHNSON & SON INC a corporation of the State of Wisconsin United States of America, manufacturers and merchants of 1525 Howe Street City of Racine, State of Wisconsin 53403 United States of America and c/o Messrs Atkinson, Cleasby & Satchu advocates P O Box 90121 Mombasa 25th October 1969.

IN CLASS 5—SCHEDULE III

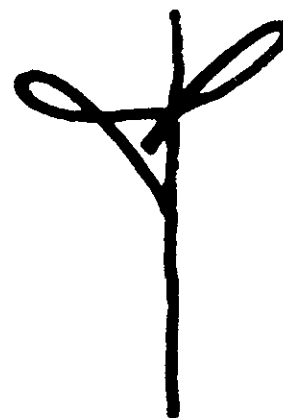


Registration of this trade mark shall give no right to the exclusive use of the letter M.

B 17563—Agents and instruments for personal hygiene and beauty care, including feminine hygiene, perfumery, ethereal and essential oils, soaps, hair cleansing agents, tooth cleaning agents. MARBERT KOSMETIK INGRID SENDLER of Dusseldorf Holthausen, Bonner Strasse 155, West Germany, and c/o Messrs Atkinson, Cleasby & Satchu, advocates P O Box 90121, Mombasa 18th May 1970.

The undermentioned applications are proceeding in the name of PRUE ACTON COSMETICS PTY LIMITED, a joint stock company organized under the laws of the State of Victoria, Australia, manufacturers and merchants, of 382 Whitehorse Road, Nunawading, Victoria 3131, Australia, and c/o Messrs Atkinson, Cleasby & Satchu, advocates P O Box 90121, Mombasa 29th June 1970.

IN CLASS 3—SCHEDULE III



17706—Agents and instruments for personal hygiene and beauty care, including feminine hygiene, perfumery, ethereal and essential oils, soaps, hair cleansing agents. To be associated with TMA No 17707.

IN CLASS 21—SCHEDULE III

17707—Tooth cleaning agents. To be associated with TMA No 17706.

IN CLASS 4—SCHEDULE III

GADINA

17803—Industrial oils and greases (other than edible oils and fats and essential oils), lubricants, fuels (including motor spirit) and illuminants. SHELL INTERNATIONAL PETROLEUM COMPANY LIMITED a British company incorporated under the laws of England, merchants, of Shell Centre, London, SE 1, England and c/o Messrs Atkinson, Cleasby & Satchu advocates, P O Box 90121 Mombasa. To be associated with TM No 4320 10th August, 1970.

The undermentioned applications are proceeding in the name of FORD MOTOR COMPANY a corporation of the State of Delaware, manufacturers and merchants of The American Road, City of Dearborn, State of Michigan United States of America, and c/o Messrs Kaplan & Stratton advocates, P O Box 111, Nairobi 3rd April 1970

IN CLASS 7—SCHEDULE III

AUTOLITE

17450—Internal combustion engines and their parts and accessories including ignition, starting and generating systems and their parts, fuel systems and their parts, cooling systems and their parts, lubricating systems and their parts, air, fuel and oil filters, driving belts and chains hoses and pipes, radiators, fans clutches, power transmission devices and change-speed gearing and their parts To be associated with TM Nos 17451, 17452

IN CLASS 9—SCHEDULE III

AUTOLITE

17451—Anti theft warning devices, alternators and parts thereof, commutators and parts thereof, condensers and parts thereof, distributors and parts thereof, electric storage batteries and cells, electric buzzers, electric circuit breakers, electric circuit closers, electric coil and coil holders, spark plugs, electric spark inductors, electric conductors, electric conduits and material electric connections electric contact devices and switches, electric converters, current limiters, rectifiers, and cut outs, ammeters and distance indicators and distance recording apparatus, collectors, fuse wire, induction apparatus, relays, resistors, reversers, switches and switch bulbs, glass and plastic lenses and lense frames for vehicle lights, terminals, combustion engine testing and analysing meters, thermostats, tachometers and speedometers, equipment for checking wheel alignment and brakes and testing and verifying performance of automotive parts Precision apparatus and precision measuring apparatus Electric cigar lighters, insulated wire and cable, gas gauges, pressure gauges, volt meters, regulators and parts thereof speed governors falling in this class, speed meters rheostats and thermostats, quantity indicators Radio apparatus and parts Wireless apparatus and parts and aerials Radio receivers and sets and tubes therefor

IN CLASS 12—SCHEDULE III

AUTOLITE

17452—Vehicle body and chassis parts, including free wheel hubs, horns and horn switches, licence plate holders, spare wheel supports Fenders, hoods, braking systems including master cylinders, brake assemblies and parts thereof, clutches and clutch assemblies, direction indicators, driving chains, drive shafts, free wheel couplings, luggage carriers and holders, gas tanks and gas pedals Internal combustion engines for land and marine vehicles and parts of same Shock absorbers and springs, power transmissions and transmission assemblies, suspension systems and parts thereof, driving and steering gears and gear boxes, axle assemblies and parts thereof, wheel centres and caps, steering wheels, wheels, wheel rims, tyres, tyre covers, tyre valves tubes for tyres, tyre repair kits Anti dazzle devices (not being lamp fittings) for vehicles, universal joints, bumpers, mufflers, tail pipes and shaft couplings, screen wipers, wind screens, starters electric starters and starting devices To be associated with TM Nos 17450, 17451

IN CLASS 9—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the letter S

17703—Gramophone (phonograph) records, tapes and other sound recording and sound reproducing media included in Class 9 THE SHELBY SINGLETON CORPORATION, a corporation of the State of Delaware, manufacturers and merchants, of 3106 Belmont Boulevard, City of Nashville, State of Tennessee, USA, and c/o Messrs Hamilton, Harrison & Mathews, advocates, P O Box 30333, Nairobi 26th June, 1970

IN CLASS 10—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the letter S

17766—Medical and surgical instruments and apparatus, electrical and electronic instruments and apparatus for medical and surgical use, artificial limbs SANDOZ LTD (trading also as Sandoz AG and Sandoz SA), manufacturers, of Lichtstrasse 35, Basle Switzerland, and c/o Messrs Kaplan & Stratton, advocates, P O Box 111, Nairobi To be associated with TM No 7958 23rd July, 1970

IN CLASS 12—SCHEDULE III

DURAJET

16553—Vehicle tires and related goods, namely, inner tubes, air bags for tire repair and retreading and tire repair kits comprising rubber patches, rubber cement and buffers THE GENERAL TIRE & RUBBER COMPANY a corporation organized under the laws of the State of Ohio U S A manufacturers and merchants, of 1708 Englewood Avenue, Akron, Ohio, United States of America, and c/o Messrs Atkinson, Cleasby & Satchu, advocates, P O Box 90121, Mombasa 8th April, 1969

IN CLASS 12—SCHEDULE III

SUZUKICCI

17796—Vehicles, apparatus for locomotion by land, air or water SUZUKI JIDOSHA KOGYO KABUSHIKI KAISHA (SUZUKI MOTOR COMPANY LIMITED), a Japanese corporation, manufacturers, of 300 Takatsuka Kamimura, Hamana gun, Shizuoka ken, Japan, and c/o Messrs Kaplan & Stratton, advocates, P O Box 111, Nairobi To be associated with TM No B 17154 6th August, 1970

IN CLASS 13—SCHEDULE III



B 17105—Firearms and ammunition OLIN CORPORATION, of 275 Winchester Avenue, New Haven, Connecticut 0654, U S A, and c/o Messrs Atkinson, Cleasby & Satchu, advocates, P O Box 90121, Mombasa 4th November, 1969

IN CLASS 16—SCHEDULE III

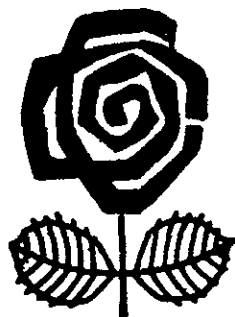


Registration of this trade mark shall give no right to the exclusive use of the letter O

17640—Paper, paper articles, cardboard and cardboard articles, paper stationery and artists' materials (other than colours or varnish) WIGGINS TEAPE OVERSEAS SALES LIMITED, a limited liability company registered under the laws of Great Britain, paper merchants, of Gateway House, 1, Watling Street, London EC 4, England, and c/o Messrs Atkinson, Cleasby & Satchu, advocates, P O Box 90121, Mombasa To be associated with TM Nos 16995 and 16996 11th June, 1970

The undermentioned applications are proceeding in the name of LANCASTER CARPETS LIMITED a British company, manufacturers and merchants, of West Street, Denton, Manchester, England, and c/o Messrs Atkinson, Cleasby & Satchu, advocates, P O Box 90121, Mombasa

IN CLASS 22—SCHEDULE III



Lancaster Carpets Limited
Great Britain

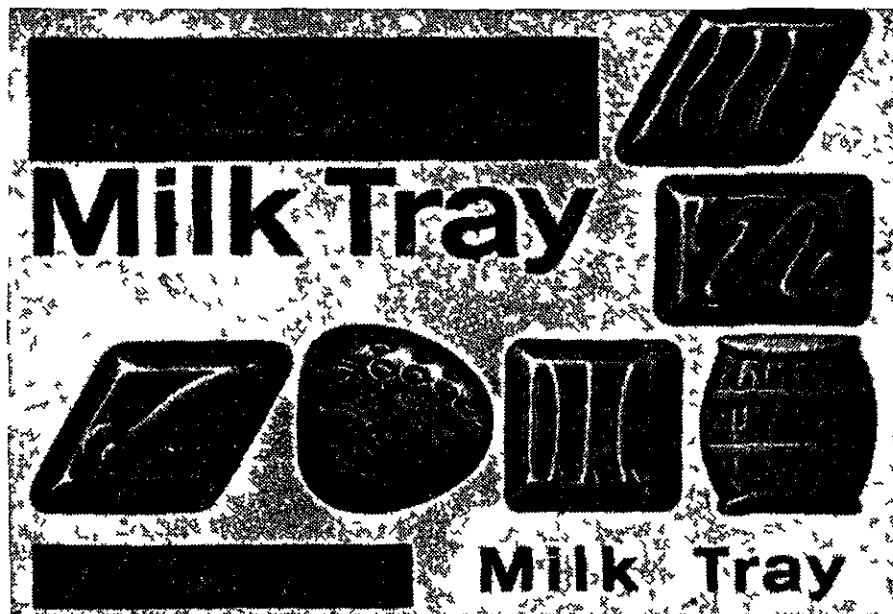
17756—Natural and synthetic textile fibres, string, cords, ropes (none being of metal), nets, tents, sailcloth, bags, padding and stuffing materials 23rd July, 1970

IN CLASS 27—SCHEDULE III

17757—Carpets, rugs (floor coverings) and underfelts 23rd July, 1970

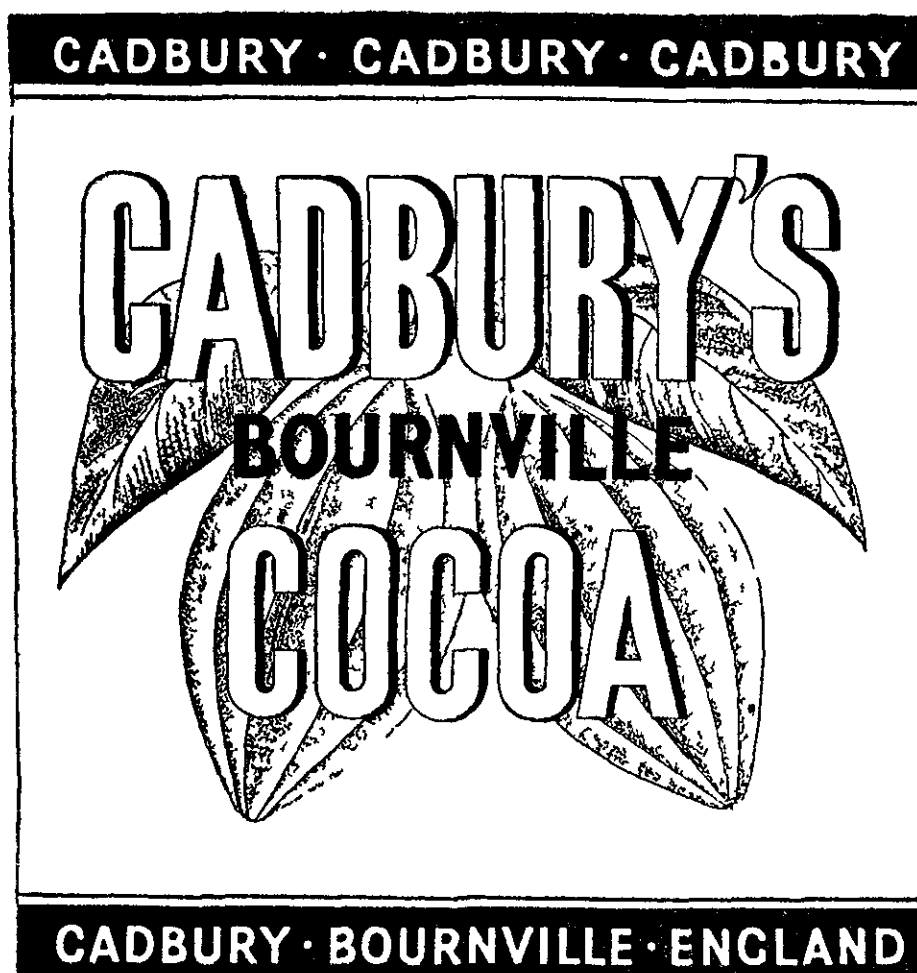
The undermentioned applications are proceeding in the name of CADBURY BROTHERS, LIMITED, manufacturers, of Bournville, Birmingham, England, and c/o Messrs Atkinson, Cleasby & Satchu, advocates, P O Box 90121, Mombasa 24th March, 1970

BOTH IN CLASS 30—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the words "Milk Tray" and devices of confectionery

17414—Chocolate, chocolates and non medicated confectionery To be associated with TM Nos 12110, 17415



Registration of this trade mark shall give no right to the exclusive use of the device of Cocoa Beans and leaves

17415—Chocolate, chocolates and non medicated confectionery To be associated with TM Nos 12110, 17414

IN CLASS 34—SCHEDULE III



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

17769—All goods included in this class AMERICAN CIGARETTE COMPANY (OVERSEAS) LIMITED, a company organized and existing under the laws of Liechtenstein, of Staedtle 380, Vaduz, Liechtenstein, and c/o Messrs Hamilton, Harrison & Mathews, advocates, P O Box 30333, Nairobi 25th July, 1970

ADDENDUM

17778—Advertised under Notice No 1052, page 388, Kenya Gazette dated 23rd April, 1971—

Address for service—c/o Messrs Kaplan & Stratton, advocates, of P O Box 111, Nairobi

TRADE MARKS RENEWED

TM No	Class	Trade Marks	Name
12552 B 12397	25 23	Silart Three Diamond Device	Teijin Kabushiki Kaisha Mitsubishi Shoji Kabushiki Kaisha
12517 12495	5 23	Aldomet EMVA (word)	Merck & Co Inc Edward Young & Company Limited
1661	43	Gordon's	Tanqueray Gordon & Com- pany Limited
1632	45	Raleigh (New design Label)	Brown & Williamson Tobacco (Export) Limited
12289 12364	5 5	Tinaderm Bovoflavin	Schering Corporation Farbwerke Hoechst Aktien- gesellschaft
12365	5	Egitol	Farbwerke Hoechst Aktien- gesellschaft
12299 12300	5 5	Declinax Pellidol	Roche Products Limited Farbwerke Hoechst Aktien- gesellschaft
12356 12194	5 24	Redoxon Shikibo	Roche Products Limited Shikishima Bosheki Kabu- shiki Kaisha
12244	23	(Device)	I W S Nominee Company Limited
12245	24	(Device)	I W S Nominee Company Limited
12310	25	Heart Crown Device	Kimberly Knitwear, Incor- porated
1654	40	Goodyear	The Goodyear Tire & Rub- ber Company
12542 12516 12275 12518 12276 12234	24 5 5 5 5 18	Silart Amprol Raticate Indocid Shoxin IWS Device	Teijin Kabushiki Kaishi Merck & Co, Inc Johnson & Johnson Merck & Co Inc Johnson & Johnson I W S Nominee Company Limited
12444	25	Laurel Wreath Device	Fred Perry Sportswear Limi- ted
1694 1690	15 3	Calorex Neosalvarsan	Pilkington Brothers Limited Farbwerke Hoechst Aktien- gesellschaft
2020 12320	3 34	Aspro Sprite	Aspro-Nicholas Limited The Coca-Cola Company

Nairobi,
30th April, 1971

D J COWARD,
Registrar of Trade Marks

GAZETTE NOTICE No 1193

PROBATE AND ADMINISTRATION

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

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

SCHEDULE

Public Trustee's Cause No	Name of Deceased	Address	Date of Death	Testate of Intestate
29/71	Shariff Swabir Omar	Chundwa, Lamu	15-11-70	Intestate
30/71	Jivanlal Odhavji Pandya	Mombasa	29-7-70	Intestate
31/71 32/71	Jocelyn Nduta Maria Ochuka	Nairobi Oyuma, Siaya District	25-10-70 27-5-70	Intestate Intestate
33/71	Mwaniki Nduu	Masinge Location, Machakos District	20-6-70	Intestate

Nairobi,
30th April, 1971

D J COWARD,
Public Trustee

GAZETTE NOTICE No 1194

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

CAUSE No 1 OF 1971

TAKE NOTICE that an application having been made in this Court by Filomena Joan widow of David Gathu Wambugu of Milagine Health Centre, Milagine via Nakuru, through Messrs Ghadialy and Company, advocates of Nyeri, for a grant of letters of administration intestate of the estate of David Gathu Wambugu late of P O Box 34, Nyeri, who died at Nairobi on 22nd October, 1966

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

E J CARTHEW,
Deputy Registrar, Nyeri

GAZETTE NOTICE No 1195

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 105 OF 1971

By Edwin Alfred Bristow of P O Box 111, Nairobi in Kenya, one of the duly constituted attorneys of (1) Charles Aubrey Duguid of Reading, Berkshire in England, and (2) Ronald James Cane also of Reading aforesaid, the executors named in the will of the deceased, through Messrs Kaplan & Stratton, advocates of Nairobi, for resealing in Kenya the grant of probate granted on 11th March, 1971, by the District Probate Registry of the High Court of Justice in England at Oxford, of the will of Charles Bracey Duguid of Reading aforesaid who died at Reading on the 4th January, 1971

(2) CAUSE No 106 OF 1971

By Anil Ishani of P O Box 5190, Nairobi in Kenya, the duly constituted attorney of (1) Amir Ebrahim Kassam and (2) Amir Ishani, both of Kampala in Uganda, the executors named in the will of the deceased, through Messrs Ishani & Ishani, advocates of Nairobi, for resealing in Kenya, the grant of probate granted on 10th July, 1970, by the High Court of Uganda at Kampala, of the will of Shirinkhanu alias Fatmabai of Kampala aforesaid, who died at Kampala on the 4th day of March, 1970

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 21st May 1971

M F PATEL,
Deputy Registrar
Nairobi,
3rd May, 1971
High Court of Kenya Nairobi

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

GAZETTE NOTICE No 1196

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

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

CAUSE No 35 OF 1971

By Gangaben Keshavji Mithal Mistry of c/o P O Box 789, Mombasa in the Republic of Kenya, the widow of the deceased, through D G Nathwant, Esq, advocate of Mombasa aforesaid, for a grant of letters of administration intestate of the estate of the late Keshavji Mithal Mistry of Mombasa aforesaid, who died on the 25th day of September, 1970, at Mombasa aforesaid

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

P N KHANNA,
Acting Deputy Registrar,
Mombasa,
13th April 1971
High Court of Kenya,
Law Courts, Mombasa

GAZETTE NOTICE No 1197

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 37 OF 1971

By Devchand Vrajpal Shah of Mombasa in Kenya, the father of the deceased, through Messrs U K Doshi & Doshi, advocates of Mombasa in Kenya, for a grant of letters of administration intestate of the late Narendra Devchand Shah alias Narendra Devchand Vrajpal Gudka of Mombasa in Kenya, who died on the 17th day of December, 1970, at Mombasa aforesaid

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

P N KHANNA,
Acting Deputy Registrar
Mombasa,
21st April, 1971
High Court of Kenya
Law Courts Mombasa

GAZETTE NOTICE No 1198

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 39 OF 1971

By Mohamed Hussein Abba of Mombasa in Kenya, the son of the deceased, through Messrs U K Doshi & Doshi, advocates of Mombasa in Kenya for a grant of letters of administration intestate of the late Hussein Abba of Mombasa in Kenya, who died on the 24th day of May, 1969, at Mombasa aforesaid

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

P N KHANNA,
Acting Deputy Registrar
Mombasa,
22nd April, 1971
High Court of Kenya
Law Courts Mombasa

GAZETTE NOTICE No 1199

REVOCATION OF POWER OF ATTORNEY

NOTICE is hereby given that the General Power of Attorney dated the 18th day of December, 1966 (registered as No IP/A 8924/1) and given by the undersigned to Amrit Paul Aggarwal of Nanyuki, Kenya, as also any other Power of Attorney given prior to 18th December, 1966, by the undersigned to the said Amrit Paul Aggarwal, are hereby cancelled and revoked and that as from the date hereof the said Amrit Paul Aggarwal has no authority to represent me or to act for me or on my behalf in any manner whatsoever

Dated at Nairobi this 26th day of April, 1971

YASH PAUL AGGARWAL

GAZETTE NOTICE No 1200

IN THE MATTER OF THE ESTATE OF
THE LATE RAHEMTULLA OMAR

NOTICE is hereby given, pursuant to section 29 of the Trustee Act (Cap 167), that any person or corporation having any claim against or interest in the estate of the late Rahemtulla Omar of Meru, who died on the 14th day of February, 1970, is hereby required to send particulars in writing of his, her or its claim to the undersigned, before the 30th day of June, 1971, after which date the intended administrators will distribute the estate among the persons entitled thereto, having regard only to the claims and interests of which they shall have had notice and will not, as respects the property so distributed be liable to any person or corporation of whose claim or interest they shall not then have had notice

Dated this 23rd day of April, 1971

SHAPLEY BARRET ENNION MARSH & CO,
P O Box 286, Nairobi,
Advocates for the intended Administrators

GAZETTE NOTICE No 1201

THE BANKRUPTCY ACT
(Cap 53)

NOTICE OF INTENDED DIVIDEND TO PREFERENTIAL CREDITORS
Debtor's name—Dhirajlal Dhimji Shah formerly trading as Shah Grocers

Address—P O Box 377, Nairobi

Description—Trader

Court—High Court of Kenya at Nairobi

No of matter—BC 12 of 1966

Last day for receiving proofs—14th May, 1971

Trustee's name—Official Receiver

Address—P O Box 30031, Nairobi

Nairobi,
30th April, 1971

M L HANDA,
Deputy Official Receiver

GAZETTE NOTICE No 1202

IN THE MATTER OF THE COMPANIES ACT
(Cap 486)

AND

IN THE MATTER OF GAINSBOROUGH DEVELOPMENTS
LIMITED

CREDITORS VOLUNTARY WINDING UP

NOTICE is hereby given that all creditors of the company are requested to attend a meeting at the company's registered office, Ottoman Building, P O Box 20220, Nairobi, on Tuesday, 25th May, 1971, at 10 a m, and to submit their claims prior to the commencement of the meeting

Agenda

- 1 To record all claims received from creditors up to the date of the meeting
- 2 To receive and consider the Directors' statement of the company's affairs
- 3 To consider and, if thought fit, to approve the special resolution by the shareholders appointing Horace Frederick Easterbrook, of P O Box 20220, Nairobi, as liquidator

By Order of the Board

Dated this 20th day of April, 1971

KENYA REGISTRARS LIMITED,
Secretaries

GAZETTE NOTICE No 1203

IN THE MATTER OF THE COMPANIES ACT
(Cap 486)

AND

IN THE MATTER OF W B KERR & COMPANY
LIMITED

MEMBERS' VOLUNTARY WINDING UP

NOTICE is hereby given that an annual general meeting of the members of W B Kerr & Company Limited held at Enterprise Road, Nairobi, on 30th April, 1971, the following special resolution was duly passed —

"That the company be wound up as a members' voluntary winding up and that A L Leigh of P O Box 1968, Nairobi, be and is hereby appointed liquidator for the purposes of the winding up"

Creditors of the company are required on or before 24th May, 1971 to send full particulars of all claims they may have against the company to the undersigned, the liquidator of the company, and if so required by notice in writing from the liquidator personally, or by their advocates, to come in and prove their debts or claims set out in such notice or in default thereof, they may be excluded from the benefit of any distribution made before such debts are proved

Dated this 1st day of May, 1971

A L LEIGH,
Liquidator,
P O Box 1968, Nairobi

GAZETTE NOTICE No 1204

IN THE MATTER OF THE COMPANIES ACT
(Cap 486)

AND

IN THE MATTER OF W B KERR & COMPANY
LIMITED

MEMBERS VOLUNTARY WINDING UP

Name of company — W B Kerr & Company Limited

Address of registered office — 2nd Floor, Rattani Trust Building, Malik/Koinange Street, Nairobi

Registered postal address — P O Box 1968, Nairobi

Nature of business — Wine merchants

Liquidator's name — A L Leigh

Address — P O Box 1968, Nairobi

Date of appointment — 30th April, 1971

By whom appointed — Members at an annual general meeting

Dated this 1st day of May, 1971

A L LEIGH,
Liquidator
P O Box 1968 Nairobi

GAZETTE NOTICE No 1205

THE COMPANIES ACT
(Cap 486)

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

Reg No	Name
2360	Land Estates Corporation Limited

Dated this 30th day of April, 1971

O M SAMEJA,
Assistant Registrar of Companies

GAZETTE NOTICE No 1206

THE SOCIETIES ACT, 1968
(No 4 of 1968)

PURSUANT to section 14 (1) of the Societies Act, 1968, having reason to believe that the societies listed in the Schedule hereto have ceased to exist, I hereby call on the said societies to furnish me with proof of their existence within three months of the date hereof

SCHEDULE

Luanda Traders Union
Bukusu Brotherhood (East Africa)

Dated this 30th day of April, 1971

J ALLAN,
Assistant Registrar of Societies

GAZETTE NOTICE No 1207

THE SOCIETIES RULES, 1968
(LN 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 societies listed in the Second Schedule hereto have been refused registration,

under the provisions of the Societies Act, 1968

FIRST SCHEDULE

Name of Society	Date of Registration
Nyamonye Progressive Association	27 4 71
National Union of Kenya Muslim, Nyanza Province Branch	28 4 71
East and Central Seme United Society	28 4 71
National Union of Kenya Muslims, Rift Valley Branch	28 4 71
Muumandu Welfare Society	28-4 71
Abakwabi Welfare Society	28 4 71

SECOND SCHEDULE

Name of Society	Date of Refusal
National Barbers' Union	28 4-71
Rusinga Island Association, Mombasa	28 4-71
Kabondo Association	29 4 71

Dated this 30th day of April, 1971

J ALLAN,
Assistant Registrar of Societies

GAZETTE NOTICE No 1208

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 — Evangelical Lutheran Church — Tanzania Kenya Synod, P O Box 83841 Mombasa

Name of Minister — Rev Enock Kamora Benjamin

Dated at Nairobi this 30th day of April, 1971

M L HANDA,
Assistant Registrar General

GAZETTE NOTICE No 1209

THE JUBILEE INSURANCE COMPANY LIMITED

(Incorporated in Kenya)

Head Office P O Box 30376, Nairobi

LOSS OF POLICY

Life Policy No 31782 for Sh 10,000 in the name of Joseph Gakunga Kingori

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 27th day of April, 1971

M R HOSANGADY,
Executive Director

GAZETTE NOTICE No 1210

THE JUBILEE INSURANCE COMPANY LIMITED

(Incorporated in Kenya)

Head Office P O Box 30376, Nairobi

LOSS OF POLICY

Life Policy No 11960 for Sh 5,000 in the name of Alibhai Essa Hassan

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 27th day of April, 1971

M R HOSANGADY,
Executive Director

GAZETTE NOTICE No 1211

THE JUBILEE INSURANCE COMPANY LIMITED

(Incorporated in Kenya)

Head Office P O Box 30376, Nairobi

LOSS OF POLICY

Life Policy No 19941 for Sh 10,000 in the name of Ahmohamed Karmali Somji

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 28th day of April, 1971

M R HOSANGADY,
Executive Director

GAZETTE NOTICE No 1212

THE JUBILEE INSURANCE COMPANY LIMITED

(Incorporated in Kenya)

Head Office P O Box 30376, Nairobi

LOSS OF POLICY

Life Policy No 11904 for Sh 5,000 in the name of Fatehali Ladha Sumar

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 26th day of April, 1971

M R HOSANGADY,
Executive Director

GAZETTE NOTICE No 1213

THE PAN AFRICA INSURANCE COMPANY LIMITED,
MOMBASA

(Incorporated in Kenya)

LOSS OF POLICY

Policy No 4352 for Sh 5,000 on the life of Wellington Nafula s/o A Nafula P O Box 104, Mombasa, Kenya

NOTICE having been given of the loss of the above numbered policy, its duplicate will be issued unless objection is filed with the undersigned within one month from the date hereof.

Mombasa,
24th April, 1971

M D NAVARE,
Executive Director,
P O Box 90383, Mombasa

GAZETTE NOTICE No 1214

THE CITY COUNCIL OF NAIROBI

NOTICE—RATES FOR 1971

PURSUANT to provisions of section 15 (i) and 16 (3) of the Rating Act (No 20 of 1964), notice is hereby given that —

(1) The City Council with the approval of the Minister for Local Government, has levied the undermentioned rates for 1971. These became due on 1st January, 1971 and are payable at City Hall, Nairobi, by 15th June, 1971. If any rates remain unpaid after 15th June, 1971 interest at the rate of 1 per cent per month, or part thereof will be payable to City Council on the amount unpaid. Rates can be paid by monthly instalments by arrangement, provided the total amount due is finally paid on or before 15th June, 1971.

(2) Site Value Rates —

Area	Rate
(a) For the former City of Nairobi Area	3½ per centum of the values in the 1971 Valuation Roll
(b) For Ruaraka, Kibera, Kahawa, Embakasi and Nairobi Airport	3¼ per centum of the values in the 1971 Valuation Roll
(c) For the former Rural Areas I and II	3½ per centum of the values in the 1971 Valuation Roll subject to the following remission —
	(i) Any rates in excess of Sh 2,000 on Agricultural holding be remitted
	(ii) Agricultural holdings be defined as—
	(a) any plot exceeding 20 acres in area, used or granted mainly or exclusively for agricultural purposes and Forest Reserves gazetted as such
	(b) where there are included in the Valuation Roll two or more contiguous rateable properties, both of which individually would be deemed agricultural under (a) and which rateable properties are registered in the name of the same owner and are all termed together as one unit, such rateable properties shall for the purposes of this remission be regarded as one property providing such owner shall make application by 15th May, 1971 to be considered under this heading to be contiguous

REMISSION OF RATES

Prior to 1965, the City Council gave remission of rates on certain classes of property.

Due to changes in the legislation the majority of these received automatic relief from 1965. This relief was continued in 1966 and will be continued for the life of the current Valuation Roll, provided the use of the property does not change during this time. Applications for remission may however, still be made for properties which received remission prior to 1965 but did not obtain relief in 1965 or 1966 under the amended legislation. Forms of application may be obtained from the City Treasurer's Office, City Hall, during normal office hours, and must be submitted before 5th May, 1971. Applications received after this date will not be considered. Those who have already submitted their applications need not apply again.

City Hall,
Nairobi
7th May, 1971

S J GETONGA
Ag Town Clerk

GAZETTE NOTICE No 1215

THE COUNTY COUNCIL OF OLKEJUADO

NOTICE OF RESOLUTION

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

- (a) The Local Government (Adoptive By laws) (Buildings) Order, 1968 (L N 15/1969)
- (b) The Local Government (Adoptive By laws) (Grade II Building) Order, 1968 (L N 16/1969)

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

Now, therefore, the County Council of Olkejuado at the Council meeting held on the 14th/19th August, 1970, has passed the following resolutions —

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

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

Local Centres —

Bissil	Olenarau
Ewuaso Kedong	Rombo
Mashuru	Meto
Kiserian	Kemana
Bulbul	Oloyiankalani
Lassit	Nkorikaishi
Lenkism	Torosei
Elangata/Wuas	Kima
Oi Tukai	Shombole
Masimba	Isenya
Mbirikani	Oi Topesi
Ongata/Ronkai	Kesames,
Eselenkei	

- (ii) all County Council markets,
- (iii) five miles of the boundaries of the urban centres and rural centres listed in paragraph 2 below,
- (iv) 400 feet from the centre line of all trunk and primary roads

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

*Urban centre — Ngong,**Rural centres — Kajiado, Namanga and Loitokitok,*

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

- 3 That the Local Government (Adoptive By laws) (Building) Order, 1968 (L N 15/1969) and the Local Government (Adoptive By laws) (Grade II Buildings) Order, 1968 (L N 16/1969) shall come into operation on the 4th day of February, 1971

Dated this 4th day of February, 1971

C M S KEKAYAYA,
Acting Clerk to Council,
Olkejuado County Council

GAZETTE NOTICE No 1216

THE MUNICIPAL COUNCIL OF NAKURU

RATES IN RESPECT OF THE YEAR ENDING 31ST DECEMBER, 1971

NOTICE is hereby given that the Municipal Council of Nakuru has levied a rate of 5 per cent on the unimproved site values in the municipality for the year ending 31st December, 1971, having received the approval of the Minister for Local Government

Notice is further given that—

- (i) pursuant to section 15 (1) of the Rating Act (No 20 of 1964) rate shall become due and payable at the Municipal offices on 31st July, 1970,
- (ii) pursuant to section 16 (3) of the Rating Act (No 20 of 1964) interest shall become payable to the Municipal Council of Nakuru at the rate of 1 per centum *per mensem* or part thereof on any rate remaining unpaid after the day on which the same was due and payable

J M MOMANYI,
Town Clerk,
Municipal Offices,
Nakuru,
1st December, 1970

P O Box 124, Nakuru

GAZETTE NOTICE No 1217

THE COUNTY COUNCIL OF MERU

THE POLL TAX (EASTERN REGION) ENACTMENT, 1964
(No 7 of 1964)

NOTICE is hereby given that pursuant to section 3 of the Poll Tax (Eastern Region) Enactment, 1964, the County Council of Meru have by Resolution No 7/71 resolved that poll rate will be payable to the Area Councils listed below —

	1970 Rate per annum Sh
North Imenti Area Council	25
South Imenti Area Council	25
Tharaka Area Council	25
Nithi Area Council	25
Igembe Area Council	25
Tigania Area Council	25
Urban Council	25

The tax can be paid at the Chief's Camp in the Location or on demand by tax officers of the Provincial Administration and the County Council of Meru

Those who will not have paid by 31st July, 1971, shall be liable in addition to the payment of the tax, to a penalty of 50 per cent Those eligible are to make arrangements for immediate payment before the penalty date

G K MWOBODIA,
Acting Clerk of the Council,
County Hall,
P O Box 3 Meru

Meru,
29th April, 1971

GAZETTE NOTICE No 1218

THE KIAMBU COUNTY COUNCIL

SUPPLEMENTARY VALUATION ROLL, 1970

Kiambu Township

NOTICE is hereby given that no objections have been received and the said roll has been signed and certified to that effect in accordance with section 12 (1) of the Valuation for Rating Act and become Valuation Roll, 1970 for Kiambu Township

Dated this 3rd day of May, 1971

NJENGA KINUTHIA,
County Clerk,
County Hall,
P O Box 170 Kiambu

GAZETTE NOTICE No 1219

THE KITUI COUNTY COUNCIL

THE VALUATION FOR RATING ACT

SUPPLEMENTARY VALUATION ROLL, 1970

NOTICE is hereby given that Supplementary Valuation Roll for the year 1970 in respect of Kitui Township has been laid before the meeting of the Kitui County Council held on 23rd March, 1971, and is now available at the County Council offices for public inspection during normal office hours

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

- (a) by inclusion of any rateable property in or by the omission of any rateable property from Draft Valuation Roll or Supplementary Valuation Roll, or
- (b) by any value ascribed in any Draft Valuation Roll or Draft Supplementary Valuation Roll to any rateable property,

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

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

B K JACOB,
Acting Clerk to Council,
P O Box 33, Kitui

Kitui,
20th April, 1971

GAZETTE NOTICE NO 1220

**THE KISUMU COUNTY COUNCIL
SUPPLEMENTARY VALUATION ROLL, 1970**

NOTICE is hereby given that no objections to the Supplementary Valuation Roll, 1970, having been received, the said roll has been signed and certified to that effect in accordance with section 12 (1) of the Valuation for Rating Act and now becomes the Supplementary Valuation Roll for 1970, for Muhoroni, Koru, Kibigori and Kibos

JACOB I OMBARA,
*Clerk to the Council,
Kisumu County Council,
County Council Offices,
P O Box 86, Kisumu*

Kisumu,
8th March, 1971

GAZETTE NOTICE NO 1221

**THE LAIKIPIA COUNTY COUNCIL
1970 SUPPLEMENTARY VALUATION ROLLS**

NOTICE is hereby given that the Draft Supplementary Valuation Rolls for the year 1970 in respect of Nanyuki, Thomson's Falls and Rumuruti Urban Areas have been laid before a meeting of the Laikipia County Council and are now available at the offices of the County Council and Urban Councils for public inspection during normal office hours

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

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

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

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

J G NDERITU,
*Clerk to the Council
County Offices
P O Box 4, Nanyuki*

Nanyuki,
29th April, 1971

GAZETTE NOTICE NO 1222

**THE TRANSFER OF BUSINESSES ACT
(Cap 500)**

NOTICE is hereby given that the business of restaurant and bar heretofore carried on by Maurice Philip Heyward Donnelly of P O Box 9988, Mombasa, under the name of Don's Grill & Seafood Room at Silopark House, Queensway, Nairobi, on Plot No LR 209/5958, was, on the 1st day of March, 1971, transferred to Ideal Investments Limited of P O Box 9230, Nairobi, who will carry on the said business at the same place and under the same name

The transferee is not assuming nor does it intend to assume any liability incurred in the said business by the transferor up to and including the 28th day of February, 1971

All the debts due to and owing by the transferor in respect of the said business up to and including the said 28th day of February, 1971, shall be received and paid by the transferor

Dated at Nairobi this 22nd day of April, 1971

P A CLARKE,
*Advocate, Silopark House, Nairobi,
Advocate for the Transferor*

N P SHETH,
*Advocate, Nairobi House Government Road, Nairobi,
Advocate for the Transferee*

GAZETTE NOTICE NO 1223

**THE TRANSFER OF BUSINESSES ACT
(Cap 500)**

NOTICE is hereby given that the business of hairdressers and beauty specialists heretofore owned and carried on by A Innantuoni under the company name of The Beauty Parlour Limited in Kenyatta Avenue at Nakuru, has, with effect from the 22nd day of April, 1971, been sold to Shantilal Padamshi Shah who will carry on the business of cut pieces and ready made goods at the same place under the said company name

The address of the transferor is P O Box 305, Nakuru

The address of the transferee is P O Box 435, Nakuru

The transferee does not assume nor does he intend to assume any liability incurred in the said business by the transferor up to the 22nd April, 1971, and all debts due by or to the transferor will be paid and recovered by the transferor

Dated this 28th day of April, 1971

A INNANTUONI,
Transferor

SHANTILAL PADAMSHI SHAH,
Transferee

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