



# THE KENYA GAZETTE

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GAZETTE NOTICE No. 1684

## PUBLIC SERVICE COMMISSION OF KENYA

## APPOINTMENTS

CHARLES NGARE KIBUCHI, to be Principal Immigration Officer, Vice-President's Office and Ministry of Home Affairs, with effect from 23rd June, 1971.

JOSEPH KANYI, to act as Provincial Medical Officer, North-Eastern Province, Ministry of Health, with effect from 1st April, 1971.

JAMES GITAU NJORGE, to be District Officer, Wajir District, North-Eastern Province, with effect from 30th March, 1971.

## PROMOTIONS

GIDEON OBIERO OPONDO, to be Assistant Director of Personnel, Directorate of Personnel, Office of the President, with effect from 23rd July, 1970.

MICHAEL MUNYAO, to be Chief Personnel Officer, Directorate of Personnel, Office of the President, with effect from 1st July, 1971.

SUDERESHEN KUMAR BERI, to be Chief Personnel Officer, Office of the President, with effect from 23rd July, 1970.

ELIUD JOHN MUGO, to be Superintendent of Police, Vice-President's Office and Ministry of Home Affairs, with effect from 1st July, 1969.

By Order of the Commission.

A. A. A. EKIRAPA,  
*Secretary,  
Public Service Commission of Kenya.*

GAZETTE NOTICE No. 1685

## THE PRESERVATION OF PUBLIC SECURITY ACT

(Cap. 57)

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

(L.N. 212 of 1966)

## APPOINTMENT

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

SIMON DANSON GATHIUNI

to be Secretary to the Review Tribunal in the place of Charles Ngare Kebuchi\* whose appointment is hereby cancelled.

Dated this 22nd day of June, 1971.

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

\*G.N. 2837/1969.

GAZETTE NOTICE No. 1686

## THE CHILDREN AND YOUNG PERSONS ACT

(Cap. 141)

## APPOINTMENT OF CHILDREN'S OFFICERS

IN EXERCISE of the powers conferred by section 54 (1) of the Children and Young Persons Act (Cap. 141), the Vice-President and Minister for Home Affairs has, with effect from 8th June, 1971—

(a) appointed—

Miss Dorcas K. T. Njoroge,  
Miss Jane Grace Wangechi,

to be Children's Officers; and

(b) cancelled the appointments of—

Simon Muli Ndunda\*,  
Daniel Kinyanjui†,  
Miss Grace Nyambura Kamita‡,

as Children's Officers for the purpose of the Act.

Dated this 18th day of June, 1971.

D. T. ARAP MOI,  
*Vice-President and  
Minister for Home Affairs.*

\*G.N. 2242 of 14th July, 1964.

†G.N. 2719 of 18th September, 1970.

‡G.N. 317 of 12th February, 1971.

GAZETTE NOTICE No. 1687

## THE CHILDREN AND YOUNG PERSONS ACT

(Cap. 141)

## APPOINTMENT OF INSPECTOR OF CHILDREN

IN EXERCISE of the powers conferred by section 54 (1) of the Children and Young Persons Act (Cap. 141), the Vice-President and Minister for Home Affairs has, with effect from 1st June, 1971—

(a) appointed—

Simon Muli Ndunda,

to be an Inspector of Children; and

(b) cancelled the appointment of—

B. A. Ohanga\*,

as an Inspector of Children for the purpose of the Act.

Dated this 18th day of June, 1971:

D. T. ARAP MOI,  
*Vice-President and  
Minister for Home Affairs.*

\*G.N. 4327 of 22nd December, 1964.

GAZETTE NOTICE No. 1688

## THE CHILDREN AND YOUNG PERSONS ACT

(Cap. 141)

## APPROVED VOLUNTARY INSTITUTIONS

IT IS hereby notified for general information that, under the powers conferred by section 63 (1) of the Children and Young Persons Act (Cap. 141), the Vice-President and Minister for Home Affairs has approved—

Kitui Deaf School, P.O. Box 140, Kitui;  
Turkana Children's Home, c/o P.O. Private Bag, Kitale;  
Min Ijole Children's Home (Garba Tula), c/o P.O. Box 3,  
Isiolo;

C.W.S. Children's Home, P.O. Box 73, Nakuru;

The Goodwill Children's Home, P.O. Box 7675, Nairobi;  
to be Approved Institutions.

Dated this 18th day of June, 1971.

D. T. ARAP MOI,  
*Vice-President and  
Minister for Home Affairs.*

GAZETTE NOTICE No. 1689

## THE TRADE DISPUTES ACT

(Cap. 234)

## REFERENCE OF MATTERS TO A BOARD OF INQUIRY

(Amendment of G.N. 1349 of 1971)

IN EXERCISE of the powers conferred by section 12 of the Trade Disputes Act, the Minister for Labour hereby amends Gazette Notice No. 1349 of 1971 by substituting for the words "one month" which appear in subparagraph (2) thereof, the words "two months".

Dated this 28th day of June, 1971.

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

GAZETTE NOTICE No. 1690

## THE REGULATION OF WAGES AND CONDITIONS OF EMPLOYMENT ACT

(Cap. 229)

## NOTICE

IN ACCORDANCE with section 8 (1) of the Regulation of Wages and Conditions of Employment Act, the Minister for Labour hereby gives notice of his intention to make an Order establishing a Wages Council in respect of employees in the Timber and Sawmilling Trades.

2. Copies of the said draft Order may be inspected at the office of the Secretary of the Wages Councils, Jogoo House "A", Nairobi, or at any Labour Office throughout Kenya, on Mondays to Saturdays during the normal Government office hours.

3. Any objection to the said draft Order should be sent in writing to the Minister for Labour, P.O. Box 326, Nairobi, so as to reach him not later than the 3rd day of August, 1971, and shall state—

(a) the specific grounds of objection; and

(b) the deletions, additions or modifications called for.

Any objection received after the date specified in paragraph 3 above will not be considered.

Dated this 25th day of June, 1971.

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

## GAZETTE NOTICE No. 1691

## THE REGULATION OF WAGES AND CONDITIONS OF EMPLOYMENT ACT

(Cap. 229)

## NOTICE

IN ACCORDANCE with section 8 (1) of the Regulation of Wages and Conditions of Employment Act, the Minister for Labour hereby gives notice of his intention to make an Order establishing a Wages Council in respect of employees in the Electrical Constructing Industry.

2. Copies of the said draft Order may be inspected at the office of the Secretary of the Wages Councils, Jogoo House "A", Nairobi, or at any Labour Office throughout Kenya, on Mondays to Saturdays during the normal Government office hours.

3. Any objection to the said draft Order should be sent in writing to the Minister for Labour, P.O. Box 326, Nairobi, so as to reach him not later than the 3rd day of August, 1971, and shall state—

- (a) the specific grounds of objections; and
- (b) the deletions, additions or modifications called for.

Any objection received after the date specified in paragraph 3 above will not be considered.

Dated this 25th day of June, 1971.

E. N. MWENDWA,  
Minister for Labour.

## GAZETTE NOTICE No. 1692

## 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 assignments of District Magistrates:—

JOHN GODHARD MBURU, a District Magistrate empowered to hold a magistrate's court of the first class, is assigned to the Nairobi Area, with effect from 23rd June, 1971; and his assignment to the Garissa District by Gazette Notice No. 2877/67 is cancelled from that date.

JOHNSON STEPHEN GICHERU, a District Magistrate empowered to hold a magistrate's court of the second class, is assigned to the Wajir District, with effect from 23rd June, 1971; and his assignment to the Garissa and Tana River Districts by Gazette Notice No. 1274/71 is cancelled from that date.

JOSEPH ANDERSON MURIITHI, a District Magistrate empowered to hold a magistrate's court of the third class, is assigned to the Garissa District (remand and bail only), with effect from 23rd June, 1971; and his assignment to the Mandera District by Gazette Notice No. 3503/70 is cancelled from that date.

Dated this 23rd day of June, 1971.

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

## GAZETTE NOTICE No. 1693

## THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

## ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS Haji Mohamed Din was registered as the proprietor as lessee of all that piece of land known as Land Reference No. 209/795 situate in the City of Nairobi in the Nairobi Area by virtue of a Certificate of Title registered as No. I.R. 2923/1 and whereas letters of administration of the estate of Haji Mohamed Din deceased were granted to Mohamed Yusuf s/o Haji Mohamed Din under Probate and Administration Cause No. 47 of 1945 and whereas sufficient evidence has been adduced to show that the said certificate of title has been lost notice is hereby given that after the expiration of ninety days from the date hereof I shall issue a Provisional Certificate provided that no objection has been received within that period.

Dated at Nairobi this 2nd day of July, 1971.

A. P. KARIITHI,  
Registrar of Titles.

## GAZETTE NOTICE No. 1694

## THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

## ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS Hirbai Dayaram w/o Meghji Purshotam Bhogaita was registered as the proprietor as lessee of all that piece of land known as Land Reference No. 1148/XXVIII/8 situate in the Kisumu Municipality in the Central Nyanza District by virtue of a Grant registered as No. I.R. 1702/1 and whereas grant of probate of will of Hirbai Dayaram Meghji Purshotam Bhogaita deceased was granted to Gauri Shanker Shivraj Pandya, Sukhdevji Shivraj Pandya and Rugnath Makanji Ratanji under Probate and Administration Cause No. 5 of 1959 and whereas sufficient evidence has been adduced to show that the said Grant has been lost notice is hereby given that after the expiration of ninety days from the date hereof I shall issue a Provisional Certificate provided that no objection has been received within that period.

Dated at Nairobi this 2nd day of July, 1971.

A. P. KARIITHI,  
Registrar of Titles.

## GAZETTE NOTICE No. 1695

## THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

## ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS Chhotalal Rugnath Thakkar of P.O. Box 910, Nakuru in the Republic of Kenya is the registered proprietor as lessee of all that piece of land known as Land Reference No. 451/X/8 situate in the Nakuru Municipality in the Nakuru District by virtue of a Title registered as No. I.R. 2247/1 and whereas sufficient evidence has been adduced to show that the said Certificate of Title has been lost notice is hereby given that after the expiration of ninety (90) days from the date hereof I shall issue a Provisional Certificate provided that no objection has been received within that period.

Dated at Nairobi this 2nd day of July, 1971.

S. H. SHAH,  
Registrar of Titles.

## GAZETTE NOTICE No. 1696

## THE REGISTRATION OF TITLES ACT

(Cap. 281, section 65)

## REGISTRATION OF INSTRUMENTS

WHEREAS Chhotalal Rugnath Thakkar of (P.O. Box 910, Nakuru) in the Republic of Kenya, is registered proprietor as lessee of all that piece of land comprising one decimal nought nought nought (1.000) acre or thereabouts that is to say Land Reference No. 452/x/8 situate in the Nakuru Municipality in the Nakuru District aforesaid held under a Grant dated the 28th day of November, 1927 registered as I.R. No. 2247/1 and whereas the said Chhotalal Rugnath Thakkar has executed an instrument of Transfer of the said piece of land to Nemorio Clodoaldo Zuzarte and whereas such instrument has been presented for registration and whereas affidavit has been filed in the terms of section 65 (1) (h) of the said Act declaring that the said Grant is lost notice is hereby given that after 14 days from the date hereof provided that no objection has been received within that period I intend to dispense with the production of the said Grant and to proceed with the registration of the said Instrument.

Dated at Nairobi this 2nd day of July, 1971.

S. H. SHAH,  
Registrar of Titles.

## GAZETTE NOTICE No. 1697

## 6 PER CENT KENYA STOCK 1973

## 6 PER CENT KENYA STOCK 1984

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

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

GAZETTE NOTICE No. 1698

## PUBLIC SERVICE COMMISSION OF KENYA

## VACANCIES

APPLICATIONS are invited for the following posts and must be submitted to the Secretary, Public Service Commission of Kenya, P.O. Box 30095, Nairobi, to reach him by 22nd July, 1971. Civil servants must complete applications in triplicate on Form PSC.2A; the original should be submitted to Heads of Departments at least seven days before the closing date, and the duplicate and triplicate together with Cards PSC.25 and PSC.25A duly completed to be sent by the applicant directly to the Secretary. Applications from non-civil servants should be submitted in triplicate on Form PSC.2, together with Cards PSC.24 and PSC.24A duly completed. These are obtainable from the Secretary or from other Government offices. Applicants must quote the number shown against the post in the advertisement.

Civil servants, who are serving on permanent and pensionable terms of service who wish to apply for posts on Agreement terms only, must be acquainted with the provisions of Personnel Circular No. 30 of 1965.

*Vacancies in the Ministry of Works:*

*Senior Superintendent (Airfields) (One Post) (No. 204/71)*

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

Applicants must possess the Cambridge School Certificate or its equivalent and the City and Guilds Electrical Engineering Technicians Certificate Final Grade with endorsements (full technological certificate) or its equivalent followed by at least eight years' practical experience six of which must have been in a supervisory capacity in the following fields: (a) the operation, maintenance and execution of minor new works on airfield mechanical and electrical services including IIKV distribution automatic diesel driven, secondary power plant; (b) Category I Airfield visual aids and associated building services, etc., with particular emphasis on the application of a detailed system and plant maintenance.

*Fire Officer Grade II (Two Posts) (No. 205/71)*

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

Applicants should have had a good general education preferably up to Cambridge School Certificate standard or its equivalent with a sound technical and administrative knowledge of fire service matters. They should have at least six years' fire-fighting experience three of which should have been in a supervisory position in a major fire-fighting organization. They must be capable of taking full charge of a watch and acting independently on fire service matters in the absence of Fire Station Officer. Preference will be given to those candidates with experience in an Aerodrome Fire Service. Successful candidates will be required to work shift duties and may be posted to any part of Kenya. They will also be required to give instructions in all aspects of fire training.

*Executive Officer Grade II (Government Coast Agency) (One Post) (No. 206/71)*

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

Applicants must be civil servants of Cambridge School Certificate standard or its equivalent and who have worked in a large Clearing and Forwarding Organization for at least five years. They must possess a thorough knowledge of Marine Insurance, Claims, Surveys, Customs Tariffs and Regulations. They should also be well versed in Port, Tariffs and Regulations and all aspects and procedures connected with the clearance of goods through Customs and the Port. They should have a strong sense of responsibility and ability to control staff, and conduct correspondence.

*Vacancies in the Office of the President, Kenya Institute of Administration:*

*Lecturers (Two Posts) (No. 207/71)*

*Salary scale.*—£1,104 to £1,356; £1,398 to £1,614. PENSIONABLE or AGREEMENT.

Applicants should possess a degree in Commerce, Business Administration or Economics with Accountancy as a major subject or should have passed the Final Examinations of a recognized professional accountancy or secretarial body. The successful candidate will be required to teach at least three of the following subjects: Accountancy, including co-operative accounts, Economics, Costing, Statistics and Mercantile Law.

Lecturer (No. 208/71)

*Salary scale.*—£1,104 to £1,356; £1,398 to £1,614. PENSIONABLE or AGREEMENT.

Applicants should possess a degree in Economics, Commerce or Business Administration with at least a year in Government Service, or a Diploma in Co-operation from a recognized University. Diploma candidates will be considered only if they possess a Diploma in Co-operation and have worked for at least three years as Co-operative Officers. The successful candidate will be required to teach at least three of the following subjects: Co-operative Management, Co-operative Law and Principles, History of the Co-operative Movement, Co-operative Book-keeping and Accountancy, and Co-operative Practice. The successful candidate will be expected to plan and conduct courses in addition to his teaching load. Entry into scales is dependent on qualifications and experience.

*Vacancies in the Ministry of Agriculture:*

*Executive Officer Grade III (Six Posts) (Administrative Services) (No. 209/71)*

Three posts—PENSIONABLE. Three posts—AGREEMENT only.

*Salary scale.*—£690 to £972.

Applicants must be civil servants preferably of School Certificate standard of education with at least three years' practical experience of Government regulations, office organization, ability to draft correspondence and have an insight into Government accounting and stores procedures. Candidates should have the ability to control staff and should be prepared to serve anywhere in the country. Successful completion of an executive course at the Kenya Institute of Administration or Government Training Institute, Maseno, will be an asset.

*Vacancies in the Ministry of Labour (National Youth Service):  
Mechanic Grade I (Nine Posts) (No. 210/71)*

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

Applicants must hold the Government Trade Test Certificate for Motor Vehicle Mechanic Grade I or Plant Mechanic Grade I or Motor Mechanic Vehicle Electrician Grade I, must have at least five years' approved experience of heavy commercial vehicles and heavy earth-moving plant both petrol and diesel. The successful applicants must be prepared to serve anywhere within Kenya, and possible live under field conditions permanently. Practical training of National Youth Service Personnel will be part of his duties.

GAZETTE NOTICE No. 1699

## THE MINING REGULATIONS

(Cap. 306, Sub. Leg.)

## EXPIRY OF LOCATIONS

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

*Eastern Province*

*District.*—Isiolo.

*Registered holder.*—Mineral Mining Corporation (1965) Ltd.

*Class.*—Non-precious minerals lode.

*Location Nos.*—61-1-2 and 62/1.

*Date of expiry.*—11th April, 1971.

Dated this 24th day of June, 1971.

R. K. KINYUA,  
for Commissioner of Mines and Geology.

GAZETTE NOTICE No. 1700

## EAST AFRICAN CUSTOMS AND EXCISE DEPARTMENT

EXCISE LICENCE ISSUED IN KENYA UNDER THE EAST AFRICAN EXCISE MANAGEMENT ACT, 1952, FOR THE YEAR 1971

*Licence No.*—K (N) 63.

*Commodity.*—Paint.

*Name of licensee.*—Lake Paint Works.

*Where premises situated.*—Nairobi.

J. SHEARER,  
for Ag. Commissioner-General of Customs and  
Excise, East Africa,  
Custom House, Mombasa.

## GAZETTE NOTICE No. 1701

## EAST AFRICAN CUSTOMS AND EXCISE DEPARTMENT

## CUSTOMS TARIFF INTERPRETATION

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

Custom House,  
Mombasa.

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

## 1. Amendments

Page	Item
5	"Cafergot PB 30". Insert a comma immediately after "Cafergot".
7	"Dalacinc" inserted by A/S 4/71 to read "Dalacin c".
18	"Paranate" inserted by A/S 4/71 to read "Parnate".

## 2. Additions

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

Page	Item	A/S No.
2	Acranil .. .. .	6/71
2	Afdimycin .. .. .	6/71
2	Algolysin .. .. .	6/71
2	ATP. Inj. Daiich .. .. .	6/71
3	Aptin .. .. .	6/71
3	Aristocill T Forte .. .. .	6/71
3	Ativan .. .. .	6/71
3	Atromid-S .. .. .	6/71
7	Delinax .. .. .	6/71
7	Depo-Medrol .. .. .	6/71
7	Depo-Provera .. .. .	6/71
9	Eraldin .. .. .	6/71
11	Gammalon .. .. .	6/71
11	Gynergen .. .. .	6/71
13	Inderal 80 .. .. .	6/71
13	Juncol .. .. .	6/71
14	Kalfin .. .. .	6/71
15	Mecryl .. .. .	6/71
15	Metilon .. .. .	6/71
15	Mysoline .. .. .	6/71
18	Panmycin .. .. .	6/71
18	Pantomin .. .. .	6/71
18	Portyn .. .. .	6/71
19	Promanex .. .. .	6/71
19	Propoquin .. .. .	6/71
21	Sernylan Parenteral .. .. .	6/71
21	Solu-Cortef .. .. .	6/71
22	Stoxil .. .. .	6/71
23	Tacitin .. .. .	6/71
23	Transamin .. .. .	6/71
23	Trobicin .. .. .	6/71
24	Uticillin VK .. .. .	6/71
25	Vanpar .. .. .	6/71
25	Weradeltapyrin .. .. .	6/71

Note.—No amendment was issued in the month of May, 1971.

## GAZETTE NOTICE No. 1702

## THE INDUSTRIAL COURT

## CAUSE No. 35 OF 1970

## Parties:—

Kenya Union of Commercial Food & Allied Workers  
and

Kiriita Dairy Farmers Co-operative Society

## Issues in dispute:—

1. Recognition of the Union by the Employer and Terms and Conditions of Service.
2. Victimization of Union Members.

1. The Kenya Union of Commercial Food and Allied Workers shall hereinafter be referred to as the Claimants and Kiriita Dairy Farmers Co-operative Society shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on 21st December, 1970, 25th March, 1971, 11th May, 1971 and finally on 22nd June, 1971.

## AWARD

3. During the first hearing the Respondents were represented by an advocate who during the submissions informed the Court that in order to maintain good relations they (the Respondents) were prepared to discuss this matter with the Claimants with a view to reaching amicable agreement. The Court, therefore, made an order by consent of both parties to the effect that the dispute should be stood over for eight weeks to see if amicable settlement could be arrived at.

Subsequently due to some misunderstanding with the Respondents their advocate withdrew from the dispute and the Respondents were left to act on their own. On 25th March, 1971, the parties appeared again before the Court and the Respondents' Secretary informed the Court that they were prepared to meet the Claimants at any time with a view to discussing recognition. Once again the parties were given until the 11th May, 1971, to discuss this matter and in the event of failure to reach an agreement they were directed to refer the dispute back to Court for adjudication.

On 11th May, 1971, when the dispute came up for hearing the Respondents did not appear and the hearing date was fixed for 22nd June, 1971.

During the hearing on 22nd June, 1971, the Claimants submitted that the Respondents had refused to recognize them and that they had victimized the Union members in that, any one who was known to be a Union member had his/her services terminated. The Respondents on the other hand submitted that they had not refused to recognize the Claimants and whenever they had arranged for a meeting the Claimants had failed to attend. They further stated that they had not victimized any Union member as alleged by the Claimants in that those whose services had been terminated had been paid what they were entitled to. They further submitted that they only demanded to know who of their employees were Union members before they could grant recognition to the Claimants, this, they submitted the Claimants had failed to do up to the time of hearing of the dispute.

After a careful consideration of all the submissions made by the parties and by order in consent the Court made the following ruling:—

- (a) The Claimants would be accorded recognition by the Respondents provided they inform the Respondents the names of their employees who are currently members of their Union.
- (b) On compliance of (a) above a recognition agreement based on the model attached to the Industrial Relations Charter should be drawn and signed by the parties to establish their relationship.
- (c) The claims of the alleged Union members who were dismissed by the Respondents would be settled on the basis of payment to them of all their legal dues as specified in the letters terminating their services.

Dated at Nairobi this 22nd day of June, 1971.

SAEED R. COCKAR,  
*President.*

J. C. ODAGA,  
J. B. ABUOGA,  
*Members.*

## GAZETTE NOTICE No. 1703

## THE INDUSTRIAL COURT

## CAUSE No. 15 OF 1971

## Parties:—

Kenya Petroleum Oil Workers' Union  
and

Mobil Oil Kenya Ltd.

## Issue in dispute:—

Termination of Mr. Simon Mwasya.

1. The Kenya Petroleum Oil Workers' Union shall hereinafter be referred to as the Claimants and Mobil Oil Kenya Ltd. shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on the 4th day of June, 1971, and relied on their written and verbal submissions. The Claimants called the person involved in this dispute, Mr. Simon Mwasya, to give evidence.

## AWARD

3. Mr. Simon Mwasya was employed by Mobil Oil East Africa Ltd. on 1st December, 1959, as office messenger. The marketing operations of Mobil Oil East Africa Ltd. were taken over by the Respondents and Mr. Mwasya was offered continued employment with the Respondents in August, 1965.

Following stock taking by the Respondents on the morning of 5th October, 1970, it was discovered that 47 out of 178 radios were unaccounted for. The Court was told that these radios were kept in stock by the Respondents for the purposes of their sales promotion campaigns. A second count on 6th October, 1970, further revealed that two more radios had disappeared. As a result the Respondents hired a Securicor guard

and instructed him to lock himself up and stay in the store overnight. At about 6 a.m. on 7th October an African of average height dressed in the uniform issued to the Respondents' messengers, opened the locked store with a key, got in and put on the light. On seeing the Securicor guard the startled man ran very fast down the stairs with the guard chasing him. But this man escaped and could not be apprehended.

Subsequently it was discovered that Mr. Mwasya, who was the second messenger with the Respondents, was not on duty. The Respondents notified the theft of 49 radios valued at approximately Sh. 7,000 to the Central Police Station at approximately 10 a.m. on the same day. Thereupon the police started investigations and a police inspector, the Respondents' relations manager, an administrative assistant and the Securicor guard went to Mr. Mwasya's house at Banana Hill. On reaching his house, the police inspector was told by Mr. Mwasya's wife that he had gone to Tigoni Hospital for treatment. The party drove to Tigoni, looked around the hospital, made certain inquiries but could not trace him. On their way back to Nairobi, the party again decided to make another call at Mr. Mwasya's house. This time they found him at home and on seeing him, the Securicor guard positively identified Mr. Mwasya as the man he had seen that morning running away from the store. The Court was notified that in addition to the Securicor guard a shoe-shine boy had seen Mr. Mwasya coming from Hughes Building, where the Respondents' offices are, on 7th October, 1970, in the morning and running very fast indeed.

Although Mr. Mwasya had been arrested by the police to answer a charge of theft relating to 49 radios, the Respondents decided to terminate his services on 7th October, 1970, and issued him with the following letter:—

"We refer to the incident which occurred early this morning and the identification by a Night Security Guard who confirmed having seen you open the store and subsequently chasing you down the stairs. We take a very serious view of your presence on the company premises during those early hours of the morning and your having had access into the company's store. You had no authorized duty to carry out in the store and neither did you have permission to be in it.

We also refer to our letter of warning issued to you on 29th July, 1970, which now leaves us with no alternative other than to terminate your employment with immediate effect. You will be paid one month's wages in lieu of notice and any other entitlements as listed in the attached schedule."

This letter of termination was served on him in remand home.

Mr. Mwasya remained in prison (on remand) for 41 days and when his case came up for hearing on 17th November, 1970, he was acquitted on the charge of stealing 49 radios. The Claimants thereupon took up the matter on his behalf and pressed for his reinstatement but the Respondents did not accept it. The matter was discussed at a J.I.C. grievance meeting held on 27th November, but again the parties failed to reach any agreement and the dispute was reported to the Ministry of Labour and an investigator went into the matter. On 22nd February, 1971, the Permanent Secretary conveyed to the parties his findings and recommendations which were as follows:—

"The movement of Mr. Mwasya on the morning of 7th October raises some suspicion, apart from the fact that it is doubtful whether he ever attended treatment at Tigoni dispensary.

Of course, one has to consider the evidence of the Securicor guard very cautiously particularly in view of the acquittal of Mr. Mwasya in a Court of Law.

All said, despite Mr. Mwasya's acquittal, the Management felt strongly that in view of the suspicion against Mr. Mwasya as a result of the Securicor guard's testimony, his services could not be retained. He was, therefore, after the termination of services, paid all his terminal benefits as outlined above. In the nature of things, I cannot recommend Mr. Mwasya's reinstatement after he has had his services terminated and all payments due to him paid, including one month's salary in lieu of notice."

The Claimants were not satisfied with the recommendation and the parties referred the matter to the Industrial Court for adjudication by signing the Notification of Dispute Form "A" on 16th March, 1971.

The Claimants' main submissions in brief are that Mr. Mwasya's services were terminated because he was alleged to have stolen the aforesaid 49 radios and since he was acquitted and cleared by the Resident Magistrate, Nairobi, of this charge, the Respondents had no valid grounds in refusing to reinstate him in employment. They further maintained that Mr. Mwasya was sick on the day in question and never came to Nairobi and that the Respondents were making this particular employee to suffer twice for an offence which he had not committed. Finally that Mr. Mwasya had worked for the Respondents for more than ten years with a clean record which shows that he is honest and trustworthy.

The Respondents on the other hand strongly submitted that they had terminated Mr. Mwasya's services for misconduct on 7th October, 1970, in that he was found in the company store where he had no business at all to be at 6 a.m. and when challenged, had disappeared from there without offering any explanation. They maintained that as far as they were concerned, the criminal case was not their affair and that is why they had not awaited the outcome of that case before terminating Mr. Mwasya's services. They also pointed out that Mr. Mwasya's record over his ten years' service with them was not satisfactory and that the incident of 7th October was the culmination of a series of incidents which compelled them to get rid of this worker.

The Court, in coming to its conclusion, has not been influenced in any manner by the alleged previous misconduct of Mr. Mwasya because it is provided in the collective bargaining agreement that any written warning, if not followed by another warning, should be erased from an employee's record if there is no further warning within a period of 12 months. Therefore only the letter of warning issued to Mr. Mwasya on 29th July, 1970, has some relevance to this dispute.

During the hearing the Claimants accused the Respondents of having violated the provisions of the Tripartite Agreement but in view of the fact that the Respondents immediately engaged a replacement to take over Mr. Mwasya's work, there seems to be no substance in this allegation.

The Court would like to state that the Claimants' General Secretary has done his best in this somewhat hopeless case. The Court has no doubt that Mr. Mwasya was the person who entered the store at about 6 a.m. in the morning of 7th October, 1970. The Court finds it clearly established that he was the person who ran away from the scene and he was later found at his home at Banana Hill some eight miles from Nairobi.

The fact that Mr. Mwasya was acquitted on the charge of theft in a criminal court does not absolve him from the breach of company regulations and discipline. Under the circumstances prevailing between 5th October and 7th October, 1970, an employee's presence in a part of the Respondents' undertaking outside the normal working hours and at a place where he had no business to be, was indeed a very serious breach of company regulations and discipline.

The Court cannot accept the Claimants' submission that as there was only one letter of warning in force Mr. Mwasya was entitled, at the most, to receive a second letter of warning. The collective bargaining agreement clearly states as follows:—

"Any employee whose work or conduct is unsatisfactory and who commits an offence or misdemeanour of a serious nature but which in the companies' opinion does not warrant dismissal will be advised verbally of the facts by his Supervisor and a letter of warning will be issued to the employee concerned. Such letters will cease to be effective after a further period of twelve months' continuously satisfactory work and conduct. Should a second letter of warning be issued in the twelve-month period a copy of this letter shall be sent to the General Secretary of the Union."

The fact that the Respondents, although terminating Mr. Mwasya's employment with immediate effect, offered to pay him one month's wages in lieu of notice and several other benefits, shows that in the circumstances leading to Mr. Mwasya's termination they were rather generous. The Respondents have offered to pay him the following benefits:—

"A month's pay in lieu of notice, pro rata housing allowance, pro rata long service increment, accrued leave entitlements, wages earned up to and including the date of dismissal and proportionate leave travelling allowance."

This amounts to Sh. 1,243/70.

In this dispute the Court must uphold the recommendation of the Permanent Secretary, Ministry of Labour, and the Court therefore does not recommend Mr. Mwasya's reinstatement. The Court finds that he is entitled to the aforesaid Sh. 1,243/70 only and directs that he should collect it from the Respondents at an early date.

Given in Nairobi this 23rd day of June, 1971.

SAEED R. COCKAR,  
President.

J. C. ODAGA,  
HON. B. M. KARUNGARU, M.P.,  
Members.

## GAZETTE NOTICE NO. 1704

## THE GOVERNMENT LANDS ACT

(Cap. 280)

## KISUMU MUNICIPALITY: PLOTS FOR LOW-DENSITY AND HIGH RESIDENTIAL PURPOSES

THE Commissioner of Lands on behalf of the President of the Republic of Kenya gives notice that the plots in Kisumu 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 105, Kisumu, or may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 3 post free.

3. Applications should be submitted to the Commissioner of Lands, Nairobi, through the Town Clerk, P.O. Box 105, Kisumu, stating the plot required in order of preference.

4. Applications must be sent so as to reach the Town Clerk, Kisumu, not later than noon on the 31st July, 1971.

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

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

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

*General Conditions*

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

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

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

4. The term of the grant will be for 99 years for the low-density plots and 40 years for the high-density plots 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 legal fees payable in respect of the preparation and registration of the grant (Sh. 225) and the stamp duty in respect of the grant (approximately 2 per cent of the stand premium and annual rent). In default of payment within the specified time the Commissioner of Lands may cancel the allocation and the applicant shall have no further claim to the grant of the plot.

*Special Conditions*

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

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

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

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

4. Should the grantee give notice in writing to the Commissioner of Lands that he/she/they is/are unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the grantee's expense) accept a surrender of 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 private dwelling-house with the necessary offices and outbuildings appurtenant thereto will be erected on the land. No guest-house will be permitted.

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

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

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

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

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

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

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

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

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

## SCHEDULE

Plot No.	Area (Approx.)	Stand Premium	Annual Rent	Road Charges	Survey Fees	Density
	Hectares	Sh.	Sh.	Sh.	Sh.	
A	0-3300	6,400	1,280	4,000	460	Low
C	0-5100	9,240	1,848	4,000	460	
D	0-5100	9,240	1,848	4,000	460	
E	0-4690	9,160	1,832	4,000	460	
1260	0-1906	1,380	276	4,500	460	
1252	0-259	1,600	320	7,000	460	High
88/LXIV	0-0464	500	100	Payable on demand	460	
680	0-292	300	60	"	460	
685	0-0232	240	48	"	460	



GAZETTE NOTICE No. 1541

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

**ATHI RIVER TOWNSHIP—PLOTS FOR RESIDENTIAL PURPOSE**

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

2. A plan of the plots may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, or at the Office of the District Commissioner, Machakos, 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 District Commissioner, Machakos, stating the plot required in order of preference. Applications must be on prescribed forms which are available from Lands Department, or District Commissioner, P.O. Box 1, Machakos.

4. Applications must be sent so as to reach the District Commissioner not later than noon on the 23rd day of July, 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 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 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 notifications of the approval of the grant.

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

*Special Conditions*

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

2. The grantee shall within six months of the commencement of the term submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the positions 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 the 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 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 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 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 buildings 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 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.

Dated this 18th day of June, 1971.

**SCHEDULE**

Plot No.	Area (approx.)	Stand Premium	Annual Rent	Road Charges (Initial Contribution)	Survey Fees
	<i>Hectares</i>	<i>Sh.</i>	<i>Sh. cts.</i>	<i>Sh.</i>	<i>Sh.</i>
L.R. 337/21	0-0557	370	74 00	Payable	460
337/22	0-0557	370	74 00	on	460
337/23	0-0538	376	75 20	demand	460
337/24	0-0464	324	64 80	"	460
337/25	0-0464	324	64 80	"	460
337/26	0-0464	324	64 80	"	460
337/27	0-0464	324	64 80	"	460
337/28	0-0464	324	64 80	"	460
337/29	0-0464	324	64 80	"	460
L.P. 337/30	0-0464	324	64 80	"	460
337/31	0-0464	324	64 80	"	460
337/32	0-0538	376	75 20	"	460
337/33	0-0557	370	74 00	"	460
337/34	0-0557	370	74 00	"	460
337/35	0-0557	370	74 00	"	460
L.R. 337/36	0-0557	320	74 00	"	460
337/37	0-0538	376	75 20	"	460



## GAZETTE NOTICE No. 1619

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

**NAKURU MUNICIPALITY—PLOTS FOR SHOPS, OFFICES AND FLATS**  
(EXCLUDING SALE OF PETROL)

THE Commissioner of Lands gives notice that the plots in Nakuru Municipality as described in the Schedule hereto are available for alienation and applications are invited for the direct 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 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, Nakuru Municipal Council, stating the plot required in order of preference. Applications must be on prescribed forms which are available from Lands Department and the office of the Town Clerk, Nakuru Municipal Council.

4. Applications must be sent so as to reach the Town Clerk, Nakuru Municipal Council not later than noon on 23rd July, 1971.

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

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

- (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 the proportion of the annual rent together with the legal fees payable in respect of the preparation and registration of the grant (Sh. 225) and the stamp duty in respect of the grant (approximately 2 per cent of the stand premium and annual rent). In default of payment within the specified time the Commissioner of Lands may cancel the allocation and the applicant shall have no further claim to the grant of the plot.

*Special Conditions*

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

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

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

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

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

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

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

5. The land and the buildings shall only be used for shops, offices and flats (excluding the sale of petrol).

6. The buildings shall not cover more than 75 per centum of the area of the land if used for shop and/or office purposes only or such lesser area of the land as may be laid down by the local authority in its by-laws, and not more than 50 per centum of the area of the land if used for the combined purposes of shops, offices and flats or such lesser area as may be laid down by the local authority in its by-laws.

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

8. The grantee shall not subdivide the land.

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

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

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

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

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

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

15. The Commissioner of Lands reserves the right to revise the annual ground rental payable hereunder after the expiration of the 33rd and 66th year of the term hereby granted. Such rental will be at a rate of 4 per cent of the unimproved freehold value of 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.
451/682	0-0177	4,800	960	On demand	On demand
451/683	0-0177	4,800	960		

GAZETTE NOTICE No. 1620

## THE GOVERNMENT LANDS ACT

(Cap. 280)

## NAKURU MUNICIPALITY—PLOTS FOR LOW DENSITY RESIDENTIAL PURPOSES

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

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

3. Applications should be submitted to the Commissioner of Lands, Nairobi, through the Town Clerk, Nakuru. Applications must be on prescribed forms which are available from Lands Department, and at the office of the Town Clerk, Municipal Council of Nakuru.

4. Applications must be sent so as to reach the Town Clerk not later than noon on the 23rd July, 1971.

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

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

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

*General Conditions*

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

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

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

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

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

*Special Conditions*

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

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

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

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

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

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

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

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

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

7. The land shall not be used for the purposes of any trade or business which the Commissioner of Lands considers 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 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.

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

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

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

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

14. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay down 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, service pipes, telephone or telegraph wires and electric mains.

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

## SCHEDULE

Plot No.	Area (approx.)	Stand Premium	Annual Rent	Road Charges	Survey Fees
L.R. No.	Hectares	Sh.	Sh.	Sh.	Sh.
451/429	0.1304	2,000	400	On	On
451/430	0.1304	2,000	400	demand	demand
451/1186	0.5297	8,000	1,600	"	"
451/1188	0.5297	8,000	1,600	"	"

## GAZETTE NOTICE No. 1621

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

**NANYUKI PLOT FOR PRIVATE RESIDENTIAL PURPOSES**

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

2. A plan of the plot may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, or at the office of the Clerk, Nanyuki, 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 Clerk, Nanyuki. Applications must be on prescribed forms which are available from Lands Department, the Clerk, P.O. Box 4, Nanyuki.

4. Applications must be sent so as to reach the Clerk not later than noon on the 23rd July, 1971.

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

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

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

*General Conditions*

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

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

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

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

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

*Special Conditions*

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

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

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

or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner in respect of any antecedent breach of any 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 the buildings shall only be used for private residential purposes and not more than one dwelling-house shall be erected on the land.

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

7. The land shall not be used for the purposes of any trade or business which the Commissioner of Lands considers 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 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.

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

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

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

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

14. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay down 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, service pipes, telephone or telegraph wires and electric mains.

15. The Commissioner of Lands reserves the right to revise the annual ground rent of Sh. 460 payable hereunder after the expiration of the 33rd and 66th years of the term hereby granted. Such rental will be at a rate of 4 per cent of the unimproved freehold value of the land as assessed by the Commissioner of Lands.

SCHEDULE

Plot No.—4/XIV.

Area.—3.015 hectares (approximately).

Stand premium.—Sh. 2,300.

Annual rent.—Sh. 460.

Survey fees.—Sh. 731.

## GAZETTE NOTICE No. 1705

## THE TRADE MARKS ACT

(Cap. 506)

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

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

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

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

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

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

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

The undermentioned applications are proceeding in the name of COULTER DIAGNOSTICS, INC., a corporation organized and existing under the laws of the State of Illinois, United States of America, manufacturers, of 740 West 83rd Street, Hialeah, Florida 33010, United States of America, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 4th February, 1971.

## IN CLASS 1—SCHEDULE III

**ZAP-OGLOBIN**

18282.—Diagnostic laboratory reagent for hemoglobin testing.

## IN CLASS 3—SCHEDULE III

**ISOTERGE**

18287.—Blended detergent concentrate for cleaning laboratory-type glassware.

## IN CLASS 10—SCHEDULE III

**ACCUVETTE**

18289.—Plastic sample vials for use with Coulter electronic particle analysing apparatus.

## BOTH IN CLASS 1—SCHEDULE III

**ACCU-ZYME**

18290.—Reagents for enzyme testing.

The undermentioned applications are proceeding in the name of ORGANON LABORATORIES LIMITED, a British company, manufacturing chemists, of Crown House, London Road, Morden, Surrey, England, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 6th November, 1970.

**NOURYPHARMA**

18054.—Chemical products used in industry, science photography, agriculture, horticulture, forestry, manures (natural and artificial), fire extinguishing compositions, tempering substances and chemical preparations for soldering; chemical substances for preserving foodstuffs; tanning substances; adhesive substances used in industry; plastics as raw materials. To be associated with TM. Nos. 18055 and 18056.

## IN CLASS 5—SCHEDULE III

**NOURYPHARMA**

18055.—Pharmaceutical, veterinary and sanitary substances; infants' and invalids' foods; plasters; material for bandaging; material for stopping teeth; dental wax; disinfectants; preparations for killing weeds and destroying vermin. To be associated with TM. Nos. 18054 and 18056.

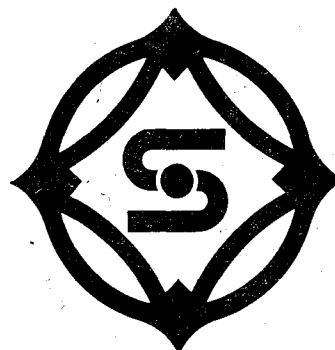
## IN CLASS 10—SCHEDULE III

**NOURYPHARMA**

18056.—Surgical, medical, dental and veterinary instruments and apparatus (including artificial limbs, eyes and teeth). To be associated with TM. Nos. 18054 and 18055.

The undermentioned applications are proceeding in the name of SHIN NIPPON SEITETSU KABUSHIKI KAISHA (NIPPON STEEL CORPORATION), a Japanese corporation, manufacturers, of No. 6-3 Ohtemachi, 2-chome, Ghivoda-ku, Tokyo, Japan, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 8th May, 1969.

## IN CLASS 1—SCHEDULE III



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

Date claimed under International Convention: 10th November, 1968.

16626.—Chemicals; synthetic resins including cumarone resins.

## IN CLASS 6—SCHEDULE III

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

Date claimed under International Convention: 16th November, 1969.

16627.—Metals (excluding sodium, potassium and calcium), ores (excluding those belonging to fuels); architectural contrivances.

The undermentioned applications are proceeding in the name of PLANT PROTECTION LIMITED, a British company, manufacturers, of Yalding, Kent, England, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 9th November, 1970.

## IN CLASS 1—SCHEDULE III

**BRONOCOT**

18060.—Chemical substances included in Class 1 for use in agriculture, horticulture and forestry; natural and artificial manures; fertilizers and seed dressings. To be associated with TM. No. 18061.

## IN CLASS 5—SCHEDULE III

**BRONOCOT**

18061.—Insecticides, fungicides, herbicides, weed killing preparations, desiccants and defoliants. To be associated with TM. No. 18060.

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

## IN CLASS 1—SCHEDULE III

**CROSLINE**

18062.—All goods included in Class 1 (Schedule III). To be associated with TM. No. 18063.

## IN CLASS 2—SCHEDULE III

**CROSLINE**

18063.—All goods included in Class 2 (Schedule III). To be associated with TM. No. 18062.

The undermentioned applications are proceeding in the name of BADISCHE ANILIN & SODA-FABRIK AKTIENGESELLSCHAFT, a joint stock company duly organized under the laws of the Federal Republic of Germany, manufacturers, of 6700, Ludwigshafen, 38 Carl-Bosch-Strasse, Federal Republic of Germany, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 25th November, 1970.

## IN CLASS 1—SCHEDULE III

**LURAN**

18100.—Chemical products for use in industry; synthetic resins, plastics as raw materials, resins and plastics in the form of powders, liquids or pastes; adhesives for use in industry. To be associated with TM. Nos. 18102 and 18101.

## IN CLASS 17—SCHEDULE III

**LURAN**

18101.—Foils, boards, rods, sheets, tapes, blocks, stoppers and profiles made of plastics (partly manufactured); materials for stopping, sealing, packing and insulating; pipes, tubes and hoses (non-metallic). To be associated with TM. Nos. 18100 and 18102.

## IN CLASS 27—SCHEDULE III

**LURAN**

18102.—Floor coverings made of plastics. To be associated with TM. Nos. 18100 and 18101.

The undermentioned applications are proceeding in the name of THE PROCTER & GAMBLE COMPANY, a corporation of the State of Ohio, United States of America, of 301 East Sixth Street, Cincinnati, Ohio, U.S.A., and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 30th January, 1971.

## ALL IN CLASS 3—SCHEDULE III

**GAIN**

18261.—Laundry detergents; bleaching preparations and other substances for laundry use; soaps; cleaning, polishing, scouring and abrasive preparations, in Class 3.

**MOTIV**

18262.—Laundry detergents; bleaching preparations and other substances for laundry use; soaps; cleaning, polishing, scouring and abrasive preparations, in Class 3.

**YES**

18263.—Laundry detergents; bleaching preparations and other substances for laundry use; soaps; cleaning, polishing, scouring and abrasive preparations, in Class 3.

**WONDRA**

18264.—Shampoos; soaps; perfumery, cosmetics and preparations for the hair and teeth, in Class 3.

**ZEST**

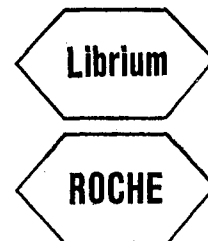
18265.—Soaps and detergents for toilet and bath use; perfumery, cosmetics, personal deodorants and preparations for the teeth and hair, in Class 3.

**COMET**

18266.—Household cleaners and cleansers.

The undermentioned applications are proceeding in the name of ROCHE PRODUCTS LIMITED, of 40, Broadwater Road, Welwyn Garden City, Hertfordshire, England, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa.

## IN CLASS 5—SCHEDULE III



18000.—Pharmaceutical and veterinary substances; infants' and invalids' foods, in Class 5. To be associated with TM. Nos. 8868, 9502, 10297, 12773, 14900 and 15585. 10th October, 1970.

## IN CLASS 9—SCHEDULE III

**ROCOM**

18098.—Audio and video recordings in the form of films and tapes relating to medical and paramedical topics; audio and video reproducing apparatus and instruments. To be associated with TM. No. 18099. 25th November, 1970.

## IN CLASS 16—SCHEDULE III

**ROCOM**

18099.—Printed publications relating to medical and paramedical topics. To be associated with TM. No. 14098. 25th November, 1970.

## IN CLASS 5—SCHEDULE III

**RHESOGAMMA**

18224.—Pharmaceutical preparations for human and veterinary use. BEHRINGWERKE AKTIENGESELLSCHAFT, a joint stock company, organized under the laws of Germany, manufacturers and merchants, of 355 Marburg (Lahn), Postfach 1130, Germany. 21st January, 1971.

The undermentioned applications are proceeding in the name of TAKEDA CHEMICAL INDUSTRIES LIMITED, a corporation duly organized and existing under the laws of Japan, of 27, Doshomachi 2-chome, Higashi-ku, Osaka, Japan, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 22nd January, 1971.

## ALL IN CLASS 5—SCHEDULE III

**SYDMORIN**

18235.—All goods included in Class 5 (Schedule III).

**SHIMORIZON**

18236.—All goods included in Class 5 (Schedule III).

**MOTAZOMIN**

18237.—All goods included in Class 5 (Schedule III).

## ALL IN CLASS 5—SCHEDULE III

**LIPNAMAT**

18238.—All goods included in Class 5 (Schedule III).

**MULPEFON**

18239.—All goods included in Class 5 (Schedule III).

The undermentioned applications are proceeding in the name of BEECHAM GROUP LIMITED, trading also as BEECHAM RESEARCH LABORATORIES, and as BEECHAM RESEARCH INTERNATIONAL, and as BENCARD, and as BEECHAM AGRICULTURAL PRODUCTS, and as BEECHAM VETERINARY PRODUCTS, manufacturers and merchants, of Beecham House, Great West Road, Brentford, Middlesex, England, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 11th August, 1970.

**FERRAPLEX**

17806.—All goods included in Class 5.

**HYDRAPEN**

18104.—All goods included in Class 5.

**MAGNAPEN**

18105.—All goods included in Class 5.

**FESTALAN**

17959.—Pharmaceutical preparations for human and veterinary use. FARBERWERKE HOECHST AKTIENGESELLSCHAFT, vormals Meister Lucius & Bruning, of Frankfurt/Main, West Germany, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. To be associated with TM. Nos. 9449 and 8912. 1st October, 1970.

**VIBRIOMUNE**

18223.—Pharmaceutical and veterinary products. BDH PHARMACEUTICALS LIMITED, manufacturing chemists, of Birkbeck Street, London E., England, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 21st January, 1971.

**DIPRIMOVET**

18278.—Veterinary preparations. THE WELLCOME FOUNDATION LIMITED, a British limited liability company, manufacturing chemists, of 183/193 Euston Road, London N.W.1, England, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 2nd February, 1971.

The undermentioned applications are proceeding in the name of G.K.N. SCREWS & FASTENERS LIMITED, a British company, manufacturers, of P.O. Box 61, Heath Street, Smethwick, Warley, in the County of Worcester, England, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 22nd October, 1970.

## BOTH IN CLASS 8—SCHEDULE III

**POZIDRIVER**

18018.—Hand tools for tightening and releasing threaded fasteners. To be associated with TM. Nos. 18022 and 18023.

**POZIDRIV**

18023.—Power-operated tools for tightening or releasing threaded fasteners. To be associated with TM. Nos. 18018 and 18022.

## IN CLASS 6—SCHEDULE III

18022.—Screw threaded and drive threaded fasteners. To be associated with TM. Nos. 18018 and 18023.

The undermentioned applications are proceeding in the name of FORD MOTOR COMPANY, a corporation of the State of Delaware, United States of America, manufacturers and merchants, of The American Road, in the City of Dearborn, State of Michigan, United States of America, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 22nd September, 1970.

## IN CLASS 9—SCHEDULE III

**MOTORCRAFT**

17880.—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 spray inductors, electric conductors, electric conduits and material, electric connexions, electric contact devices and switches, electric converters, current limiters, rectifiers and cut-outs, ammeters and distance indicators and distance recording apparatus, collectors, flexible conductors, 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 automotice parts. Precision apparatus and precision measuring apparatus. Electric cigar lighters. Instruments for use in control of vehicle speed. 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 11—SCHEDULE III

**MOTORCRAFT**

17881.—Air-conditioning and ventilating apparatus and controls, heaters, radiators and radiator caps, anti-dazzle devices, sealed beam units, bulbs, lighting apparatus and fittings therefor. FORD MOTOR COMPANY, a corporation of the State of Delaware, United States of America, manufacturers and merchants, of The American Road, in the City of Dearborn, State of Michigan, United States of America, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 22nd September, 1970.

## IN CLASS 9—SCHEDULE III

**SCHLUMBERGER**

B.16905.—Scientific, surveying electrical apparatus and instruments. SCHLUMBERGER LIMITED (SCHLUMBERGER N.V.), a corporation organized under the laws of the Netherlands (Antilles), manufacturers and merchants, of 277 Park Avenue, New York, New York, U.S.A., and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 13th August, 1969.

The undermentioned applications are proceeding in the name of FERDINANDO ZOPPAS S.p.A., an Italian company, of Conegliano Veneto (Province of Treviso), Italy, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 18th November, 1970.

## IN CLASS 7—SCHEDULE III

# Zoppas

18086.—Machines and machine tools; motors (except for vehicles); electric small motors; machine couplings and belting (except for vehicles); centrifuging apparatus; washing machines and laundry washers; ironing machines; dishwashers; machines for washing pots and the like, for hotels, communities and the like; kitchen-waste dissipators to be attached to sinks; machines for processing and preparing food-stuffs for hotels, communities and the like; machines for making "ravioli"; electric whippers and blenders; electric graters; electric coffee mills; large size agricultural implements; incubators. To be associated with TM. Nos. 18087 and 18088.

## IN CLASS 9—SCHEDULE III

18087.—Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, checking (super-vision), life-saving and teaching apparatus and instruments; coin or counter-freed apparatus; electrical apparatus and instruments including electric lighters, electric bells, electric irons, electrically-operated clothes-brushes, electric shoe-shining machines, combined electric vacuum cleaners and floor polishers, vacuum cleaners, hot-air dispensing apparatus, heating kettles and immersion heaters, transformers, voltage stabilizers, controller switches; radio sets and television apparatus; record players; sound recording apparatus; talking machines; cash registers; calculating machines, including electronic machines; fire-extinguishing apparatus.

## IN CLASS 11—SCHEDULE III

18088.—Installations for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes, including infra-red lamps and other lamps; special apparatus for fuel, gas and electric heating, boilers for central heating, boilers for combined water-heating and room-heating installations, gas-fed heaters, fuel-oil fed heaters, crude-oil fed heaters, and other heaters, heating stoves fed by fuels, electricity and gas; water-heaters applied to cocks, water heaters of any kinds, radiators, radiating panels, radiating stoves and stoves of other kinds, electric heating blankets, electric warming pads; cooking appliances for hotels; apparatus for processing and preparing food-stuffs for hotels, communities and the like; kitchen complete installations; gas cooking stoves, kitchen ranges, electric cooking stoves, and cooking stoves of other kinds; cookers of any kind; gas burners for the kitchen; electric ovens, frying machines, electric grills, roasting jacks, toasters, dish heaters, electric coffee-pots, electric coffee percolators, ice-cream makers; sinks; refrigerators, refrigerating cabinets, refrigerated containers, freezing apparatus, iced-water fountains; drying cabinets; linen-driers, hair-driers, hand-driers; devices for removing moisture from the air; hot-air fans and blowers; air-conditioners, fans, hot-air fans, exhausters; bathing tubs; showers, shower trays.

## IN CLASS 10—SCHEDULE III

**DALKON SHIELD**

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

18064.—Contraceptive devices. A. H. ROBINS COMPANY INCORPORATED, a corporation organized and existing under the laws of the State of Virginia, United States of America, chemical manufacturers, of 1407, Cummings Drive, Richmond, Virginia 23220, United States of America, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 10th November, 1970.

## IN CLASS 14—SCHEDULE III

**TOMONY**

17956.—Watches, clocks and other horological instruments and parts thereof. KABUSHIKI KAISHA HATTORI TOKEITEN (trading as K. Hattori & Co., Ltd.), a Japanese company, manufacturers, of 5-11, 4-Chome, Ginza, Chuo-Ku, Tokyo, Japan, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 1st October, 1970.

## IN CLASS 16—SCHEDULE III

**SCHLUMBERGER**

B.16906.—Printed matter. SCHLUMBERGER LIMITED (SCHLUMBERGER N.V.) (a corporation organized under the laws of the Netherlands Antilles), manufacturers and merchants, of 277 Park Avenue, New York, New York, U.S.A., and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 13th August, 1969.

## BOTH IN CLASS 20—SCHEDULE III



18070.—Transport cases and crates for victuals, vegetables, fruit, fishes, etc., bottle cases and bottle crates, all bottles and crates made particularly of plastic material. Dipl.-Ing. ALEXANDER SCHOELLER, manufacturer, of Karl-Marr-Strasse 10 G 8000-Munich-71, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 12th November, 1970.

**HOSTALIT**

18260.—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, substitutes, agents for sealing, packing and insulating; building and construction materials, sheets, blocks, rods, pipes and tubing. FARBERWERKE HOECHST AG, vormalis 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 25—SCHEDULE III

**COUNTRY CLUB**

18257.—Articles of clothing. ERNEST BUCKWALTER PTY. LIMITED, a company incorporated under the laws of the State of New South Wales, manufacturers, of 19-21 Windsor Road, Northmead, New South Wales, Commonwealth of Australia, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 29th January, 1971.

The undermentioned applications are proceeding in the name of SPECIALITES GASTRONOMIQUES S.A., merchants, of Villars-Sur-Glane, Canton of Fribourg, Switzerland, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 30th November, 1970.

## IN CLASS 29—SCHEDULE III

**CHAMBOURCY**

18108.—All goods included in Class 29. To be associated with TM. Nos. 18109 and 18110.

## IN CLASS 30—SCHEDULE III

**CHAMBOURCY**

18109.—All goods included in Class 30. To be associated with TM. Nos. 18108 and 18110.

## IN CLASS 31—SCHEDULE III

**CHAMBOURCY**

18110.—All goods included in Class 32. To be associated with TM. Nos. 18109 and 18108.

## IN CLASS 25—SCHEDULE III

**OTAFUKU**

18242.—Footwears. OTAFUKU SANGYO CO., LTD., a joint stock company duly organized under the laws of Japan, manufacturers and merchants, of 25, 4-Ban, 2-chome, Shin-Minami-Fukushima, Takushima City, Japan, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi. 26th January, 1971.

## CORRIGENDUM

18149.—Advertised under Notice No. 1553, page 572, Kenya Gazette dated 18th June, 1971, the number to read 18149 and not 18148.

## ADDENDUM

17709.—Advertised under Notice No. 598, page 231, Kenya Gazette dated 12th March, 1971—

Advertisement of a series of Two Trade Marks under rule 44.

Nairobi,  
25th June, 1971.

E. G. BUNYASSI,  
Assistant Registrar of Trade Marks.



## GAZETTE NOTICE No. 1706

## THE TRADE MARKS ACT

(Cap. 506)

## REGISTERED USER

IT IS hereby notified for general information that the following was on the 12th day of September, 1969, registered as the Registered User and entered in the Register in respect of the goods stated:—

*Registered Proprietor.*—Mercat Limited, of Cotts House, Wabera Street, P.O. Box 30096, Nairobi.

*Registered User.*—Kenya National Mills Limited, of Cotts House, Wabera Street, P.O. Box 30096, Nairobi.

*Address for service.*—C/o Messrs. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi.

## Conditions or restrictions:—

1. (a) All the said products sold under the trade marks shall be of a description and quality in all respects satisfactory to the Owner and Owner shall have the right—

- (i) to inspect any of the said products manufactured or in course of manufacture by the User; and  
(ii) to prohibit the sale or delivery for sale of any of the said products under the trade marks which are not in accordance with the prescribed description and standard of quality.

- (b) The User shall if requested so to do by the Owner submit to the Owner from time to time such samples as the Owner shall require of the said products manufactured and sold by it under the trade marks.

- (c) The User shall accordingly permit the Owner or its agents and all others authorized by them to have free access at all reasonable times to the mills, factories and storage premises of the User and to inspect the finished stocks of the said products and the manufacture of the said products at all stages of manufacture and to take samples thereof and make any tests for the purpose of ensuring that all the said products sold under the said trade marks shall in all respects conform to the specifications, directions and standards of quality prescribed by or on behalf of the Owner.

- (d) The User shall print or otherwise cause to appear the trade marks under which the said products are being sold upon the packages and containers containing the said products in such form and manner as the Owner shall direct from time to time and all pamphlet advertisements and the like in respect of the said products shall show the same in such manner and with such markings as shall be so directed.

- (e) The User shall not exercise its right of user in respect of the trade marks in a manner which might in the opinion of the Owner endanger the validity of any other trade mark used by the Owner or any subsidiary or associate company of the Owner.

2. (a) Either the Owner or the User may forthwith determine the permitted use by service of a notice in writing to the other in any of the following events:—

- (i) If the other party shall commit or suffer to be committed a breach of any of the agreements on its part concerning the permitted use and shall not have remedied such breach within one calendar month after service of notice requiring it so to do;  
(ii) if the other party shall suffer a receiver to be appointed over any of its assets or shall enter into liquidation whether compulsory or voluntary (except a voluntary liquidation for the purpose of reconstruction or amalgamation).

- (b) The Owner shall be entitled to determine the permitted use by one calendar month's notice in writing to the User in that behalf such notice expiring at any time and this right shall be in addition to that conferred on the Owner by the foregoing subclause (a).

Subject to the foregoing the proposed permitted use is without limit of period.

TM. No.	Trade Marks	Class	Goods
B.2240	KENYA'S PRIDE (Label)	42	Wheat Flour. (Advertised under Gazette Notice No. 1261, page 1027, dated 1-10-35.)
17017	"KENYA PRIDE" (Label)	30	Flour and preparations made from cereals. (Advertised under Gazette Notice No. 385, page 147, dated 19-2-71.)
17018	"KENYA PRIDE" (Label)		Foodstuffs for animals. (Advertised under Gazette Notice No. 385, page 147, dated 19-2-71.)

Representation of the above-mentioned trade marks can be seen at the Trade Marks Registry, State Law Office, Nairobi, and also in the publication of the Kenya Gazette indicated.

E. G. BUNYASSI,  
Assistant Registrar of Trade Marks.

## GAZETTE NOTICE No. 1707

## THE TRADE MARKS ACT

(Cap. 506)

## REGISTERED USER

IT IS hereby notified for general information that the following was on the 29th July, 1968, registered as a Registered User and entered in the Register in respect of the goods stated:—

*Registered Proprietor.*—Texon Inc., of Canal Street, City of South Hadley Falls, State of Massachusetts, United States of America.

*Registered User.*—Texon France, S.A., of St. Rivalain, St. Barthelemy, Morbihan, France.

*Address for service.*—C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 111, Nairobi.

## Conditions or restrictions:—

1. The trade mark is to be used by the Registered User in relation to the goods only so long as they are manufactured by or for him in accordance with the standards, specifications and instructions supplied by the Registered Proprietor from time to time and only so long as the Registered Proprietor or his authorized representative receives quarterly samples of the goods and is permitted to inspect the methods of manufacturing the goods on the premises of the Registered User at any time during business hours.

2. The proposed permitted use is without limit of period.

TM. No.	Trade Mark	Class	Goods
15859	TEXON	17	Gutta percha, India rubber, balata and substitutes, articles made from these substances not included in other classes; plastics in the form of sheets, blocks and rods being for use in manufacture; materials for packing, stopping or insulating; asbestos, mica and their products; hose pipes (non-metallic). (Advertised under Gazette Notice No. 3306, page 1071, dated 4th October, 1968.)
15860	TEXON	18	Leather and imitations of leather, and articles made from these materials, and not included in other classes; skins, hides; trunks and travelling bags; umbrellas. (Advertised under Gazette Notice No. 3306, page 1071, dated 4th October, 1968.)
15861	TEXON	9	Resin impregnated, battery separator plates, and batteries. (Advertised under Gazette Notice No. 3306, page 1070, dated 4th October, 1968.)
15862	TEXON	25	Clothing, including boots, shoes, slippers and parts thereof. (Advertised under Gazette Notice No. 3306, page 1071, dated 4th October, 1968.)

Representations of the above-mentioned trade marks can be seen at the Trade Marks Registry, State Law Office, Nairobi, and also in the publication of the above-mentioned Kenya Gazette.

E. G. BUNYASSI,  
Assistant Registrar of Trade Marks.

GAZETTE NOTICE No. 1708

## THE TRADE MARKS ACT

(Cap. 506)

## REGISTERED USER

IT IS hereby notified for general information that the following was, on the 6th day of April, 1971, registered as the Registered User of the trade mark listed below and entered in the Register in respect of the goods stated:—

*Registered Proprietor.*—The Walpamur Company Limited, of Crown House, Hollins Road, Darwen, Lancashire, England.

*Registered User.*—The Walpamur Company (Kenya) Limited, of P.O. Box 18141, Liverpool Road, Nairobi, Kenya.

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

*Conditions or restrictions:—*

(i) The trade mark is to be used by the Registered User only so long as the Registered User is completely controlled by the Registered Proprietor.

(ii) The proposed permitted use is without limit of period.

*Trade Mark No. 2169.*—"Rockfast" in Class 1 (Schedule II) in respect of chemical substances used in manufactures, photography or philosophical research and anticorrosives.

A representation of the above-mentioned trade mark can be seen at the Trade Marks Registry, State Law Offices, Nairobi, and also in the publications of the Kenya Gazette indicated above.

E. G. BUNYASSI,

Assistant Registrar of Trade Marks.

GAZETTE NOTICE No. 1709

## THE TRADE MARKS ACT

(Cap. 506)

INTENDED APPLICATION TO REGISTER AN ASSIGNMENT  
WITHOUT GOODWILL

PURSUANT to section 25 (7) of the Trade Marks Act (Cap. 506), notice is hereby given of an intended application to register an assignment of the trade mark detailed below, the said assignment being otherwise than in connexion with the goodwill of the business in which the trade mark was used at the time of assignment.

*Trade Mark No. 14051.*—"CLOSE-UP" in Class 5 (Schedule III) in respect of "deodorants, antiperspirants, antiseptics, medicated toilet powder and medicated creams for the skin. (Gazette Notice No. 2989, page 890, dated 18th August, 1967.)

*Registered Proprietor.*—F. W. Hampshire & Company Limited, of Sunnysdale Works, Sinfen Lane, Derby, England.

*Assignee's name.*—Unilever Limited, of Port Sunlight, Wirral, Cheshire, England.

*Address for service.*—Messrs. Kaplan & Stratton, P.O. Box 111, Nairobi.

*Nature of instrument.*—A Deed of Assignment dated 30th April, 1971, between F. W. Hampshire & Co. Ltd. as the Assignor of the one part, and Unilever Limited, as the Assignee of the other part.

A representation of the above-mentioned trade mark can be seen at the Trade Marks Registry, State Law Office, Nairobi, and also in the publication of the Kenya Gazette indicated above.

The registration of the said assignment will not be completed until the expiration of a period of two months from the date of publication of this notice. All communication in relation hereto should be addressed to the Registrar of Trade Marks, P.O. Box 30031, Nairobi.

E. G. BUNYASSI,

Assistant Registrar of Trade Marks.

GAZETTE NOTICE No. 1710

THE EAST AFRICAN LICENSING OF AIR SERVICES  
REGULATIONS, 1965NOTICE 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 Amphibians Limited, P.O. Box 80607, Mombasa, Kenya, has applied to the East African Civil Aviation Board for a licence to operate—

Non-scheduled inclusive air tours (confined to the carriage of passengers who pay an inclusive charge, covering air transport, hotel accommodation and, where appropriate, surface transport) with the right to sell individual seats from

Ukunda (16 N. miles from Port Reitz Airport) to other parts of East Africa and vice versa, but over sectors not served by East African Airways with a total seating capacity of 15 passenger seats,

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 22nd July, 1971. Every such representation or objection shall state the specific grounds on which it is based, and shall specify any conditions which it may be desired should be attached to the licence if granted. A copy of every such representation or objection shall be sent by the person making the same to the applicant of the licence at the same time as it is sent to the East African Civil Aviation Board.

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

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

GAZETTE NOTICE No. 1711

THE EAST AFRICAN LICENSING OF AIR SERVICES  
REGULATIONS, 1965NOTICE 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 Desert Locust Control Organization for Eastern Africa, P.O. Box 30023, Nairobi, Kenya, has applied to the East African Civil Aviation Board for the renewal of Licence No. CAB.98 so as to continue to operate—

Aerial spraying operations in East Africa (Kenya, Uganda and Tanzania) as requested by the Governments of Kenya, Uganda and Tanzania,

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 22nd July, 1971. Every such representation or objection with regard to this application 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 22nd day of June, 1971.

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

GAZETTE NOTICE No. 1712

## THE LIQUOR LICENSING ACT

(Cap. 121)

## WAJIR LIQUOR LICENSING COURT

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

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

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

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

Dated this 8th day of April, 1971.

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

## GAZETTE NOTICE No. 1713

THE LIQUOR LICENSING ACT  
(Cap. 121)

## MURANG'A LIQUOR LICENSING COURT

DULY authorized by the Provincial Commissioner, Central Province, a special meeting of the Murang'a Liquor Licensing Court will be held in the District Commissioner's Board Room, Murang'a, on 19th July, 1971, commencing at 10 a.m.

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

Dated this 23rd day of June, 1971.

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

## GAZETTE NOTICE No. 1714

THE AFRICAN LIQUOR ACT  
(Cap. 122)

## WAJIR AFRICAN LIQUOR LICENSING BOARD

NOTICE is hereby given that the first ever statutory meeting of the Wajir African Liquor Licensing Board will be held on 21st June, 1971, at the District Commissioner's office, Wajir, at 10 a.m.

Applications for new licences, renewals, removals and transfers should be submitted to the District Commissioner, P.O. Wajir, on or before 7th June, 1971.

Late applications may be considered after approval from the Provincial Commissioner and on payment of a fee of K.Sh. 20.

Applicants for new licences are requested to appear in person or be represented by advocates. Attendance before the Board of applicants for renewals is optional unless there are objections, in which case attendance is desirable.

Dated this 8th day of May, 1971.

E. K. MBAABU,  
*Chairman,*  
*Wajir African Liquor Licensing Board.*

## GAZETTE NOTICE No. 1715

THE AFRICAN LIQUOR ACT  
(Cap. 122)UASIN GISHU AFRICAN LIQUOR LICENSING BOARD  
(Special Meeting)

DULY authorized by the Provincial Commissioner, Rift Valley Province, a special meeting of the Uasin Gishu African Liquor Licensing Board will be held at the District Commissioner's office, Eldoret, on 30th June, 1971, at 10 a.m., to consider one new application.

B. A. OSUNDWA,  
*Chairman,*  
*Uasin Gishu African Liquor Licensing Board.*  
Eldoret,  
14th June, 1971.

## GAZETTE NOTICE No. 1716

## 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 or Intestate
56/71	Isaiah Kinyanjui s/o Wambari	Kikuyu Division, Kiambu District	3-3-70	Intestate
57/71	Clement Muinde Kituto	Iveti Location, Machakos District	28-9-70	Intestate

Nairobi,  
25th June, 1971.

D. J. COWARD,  
*Public Trustee.*

## GAZETTE NOTICE No. 1717

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. 135 OF 1971

By Barclays Bank D.C.O. (through its attorneys John Graham Miles and Ronald Watkins, both of P.O. Box 30356, Nairobi in Kenya), the administrator of the estate of the deceased, through K. H. Osmond, Esq., advocate of Nairobi, for resealing in Kenya, the grant of letters of administration intestate granted on 2nd December, 1970, by the District Probate Registry of the High Court of Justice in England at Brighton, of the estate of Leonard Albert Bedford of Mombasa in Kenya, who died at London in England, on the 11th day of February, 1969.

## (2) CAUSE No. 142 OF 1971

By Surjeet Kaur w/o Isher Singh and d/o Harnam Singh of P.O. Box 16021, Nairobi in Kenya, the daughter of the deceased, through Messrs. G. S. Sandhu & Co., advocates of Nairobi, for a grant of letters of administration intestate of the estate of Malin Kaur Harnam Singh also known as Malan also known as Rattan Kaur of Nairobi aforesaid, who died at Nairobi on the 26th day of October, 1970.

## (3) CAUSE No. 157 OF 1971

By Christopher Ngolo of P.O. Box 75, Nairobi in Kenya, the father of the deceased, through Messrs. Mandla & Company, advocates of Nairobi, for a grant of letters of administration intestate of the estate of Richard Obare of Nairobi aforesaid, who died at Nairobi on the 19th day of June, 1970.

## (4) CAUSE No. 169 OF 1971

By The Standard Bank Limited (through its duly appointed attorney Ronald Henry Fulbrook of P.O. Box 30299, Nairobi in Kenya), the duly appointed attorney of The Standard Bank of South Africa Limited of Johannesburg in South Africa, the executor named in the will and one codicil of the deceased, through Messrs. Daly & Figgis, advocates of Nairobi, for a grant of letters of administration with a copy of the authenticated copy of the will and codicil annexed of the estate of Reginald Browse of Johannesburg aforesaid, who died at Johannesburg on the 9th day of May, 1970.

## (5) CAUSE No. 173 OF 1971

By Ruth Agnes Hodgson of P.O. Box 390, Nairobi in Kenya, the widow of the deceased and the executrix named in his will, through Messrs. Hamilton Harrison & Mathews, advocates of Nairobi, for a grant of probate of the will of Denis Christopher Hodgson of Nairobi aforesaid, who died at Nairobi on the 5th day of August, 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 16th July, 1971.

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

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

## GAZETTE NOTICE No. 1718

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. 46 OF 1971

By Khushiram Shamji Pattni of Mombasa, the executor named in the will of the deceased, through Messrs. Sachdeva and Company, advocates of Mombasa, Kenya, for a grant of probate of the will of late Shamji Lakha Pattni of Mombasa in Kenya, who died on the 12th day of April, 1971, at Mombasa.

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

P. N. KHANNA,  
*Acting Deputy Registrar,*  
*High Court of Kenya,*  
*Law Courts, Mombasa.*  
Mombasa,  
11th June, 1971.

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

## GAZETTE NOTICE No. 1719

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

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

## CAUSE No. 5 OF 1971

By Edith Elise Klapprott of P.O. Box 22, Kipkabus in Kenya, the executrix named in the will of the deceased, through Messrs. Shaw & Carruthers, advocates of P.O. Box 112, Eldoret in Kenya, for a grant of the will of the late Hermann George Karl Klapprott of Kipkabus aforesaid, who died at Eldoret on the 5th day of November, 1970.

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

Eldoret,  
9th June, 1971.

A. P. SHAH,  
Deputy Registrar,  
High Court of Kenya, Eldoret.

## NOTE

The will mentioned above has been deposited in the Court and is open for inspection in this Court.

## GAZETTE NOTICE No. 1720

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

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

## CAUSE No. 6 OF 1971

By James Madden Steyn and George Hewit Carruthers of P.O. Box 203, Eldoret, and P.O. Box 112, Eldoret respectively, the executors and trustees named in the will of the deceased, through Messrs. Shaw & Carruthers, advocates of P.O. Box 112, Eldoret in Kenya, for a grant of probate of the will of the late Leonida Steyn of P.O. Box 203, Eldoret aforesaid, who died at Eldoret on the 1st day of November, 1970.

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

Eldoret,  
9th June, 1971.

A. P. SHAH,  
Deputy Registrar,  
High Court of Kenya, Eldoret.

## NOTE

The will mentioned above has been deposited in the Court and is open for inspection in this Court.

## GAZETTE NOTICE No. 1721

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

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

## CAUSE No. 7 OF 1971

By Mohanlal Gordhan Panara of P.O. Box 146, Eldoret in Kenya, the executor named in the will of the deceased through Messrs. Patel & Patel, advocates of P.O. Box 357, Eldoret, Kenya, for a grant of probate of the will of the late Mrs. Jayaben Purshottam Panara of Eldoret aforesaid, who died at Nakuru, Kenya, on the 25th day of November, 1970.

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

Eldoret,  
9th June, 1971.

A. P. SHAH,  
Deputy Registrar,  
High Court of Kenya, Eldoret.

## NOTE

The will mentioned above has been deposited in the Court and is open for inspection in this Court.

## GAZETTE NOTICE No. 1722

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

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

## CAUSE No. 8 OF 1971

By Silvio Conti of P.O. Box 349, Eldoret in Kenya, the husband of the deceased, through Messrs. Shaw & Carruthers, advocates of P.O. Box 112, Eldoret, Kenya, for a grant of letters of administration intestate of the estate of Lia Conti of P.O. Box 349, Eldoret aforesaid, who died at Eldoret in Kenya, on the 22nd day of November, 1970.

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

Eldoret,  
9th June, 1971.

A. P. SHAH,  
Deputy Registrar,  
High Court of Kenya, Eldoret.

## GAZETTE NOTICE No. 1723

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

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

## CAUSE No. 9 OF 1971

By Champaben w/o Shantilal Daudia of P.O. Box 65, Eldoret in the Uasin Gishu District, Kenya, the widow of the deceased, for a grant of letters of administration intestate of the estate of Shantilal Laljibhai Daudia of P.O. Box 65, Eldoret aforesaid, who died at Nairobi on the 18th day of November, 1970.

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

Eldoret,  
9th June, 1971.

A. P. SHAH,  
Deputy Registrar,  
High Court of Kenya, Eldoret.

## GAZETTE NOTICE No. 1724

IN THE HIGH COURT OF KENYA AT NAKURU  
PROBATE AND ADMINISTRATION

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

## CAUSE No. 2 OF 1971

By Mrs. Sushila Dhirajlal Shah of P.O. Box 112, Nakuru in Kenya, the widow of the deceased, through Messrs. Smith and Patel, advocates of Nakuru, for a grant of letters of administration intestate of the estate of the late Dhirajlal Jagivan Shah of P.O. Box 112, Nakuru, who died at Nakuru on the 18th April, 1971.

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

Nakuru,  
18th June, 1971.

S. P. HANDA,  
District Delegate,  
High Court of Kenya, Nakuru.

## GAZETTE NOTICE No. 1725

IN THE HIGH COURT OF KENYA AT NAKURU  
PROBATE AND ADMINISTRATION

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

## CAUSE No. 3 OF 1971

By Mrs. Maria Julia De Souza of P.O. Box 573, Nakuru in Kenya, the mother of the deceased, through K. M. Patel, Esq., advocate of Nakuru, for a grant of letters of administration intestate of the estate of the late Miss Juliet Richard De Souza of P.O. Box 573, Nakuru, who died at Nakuru, on the 10th April, 1971.

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

Nakuru,  
23rd June, 1971.

S. P. HANDA,  
District Delegate,  
High Court of Kenya, Nakuru.

## GAZETTE NOTICE No. 1726

## KARL FRITZ PAUL ZIMMERMANN, DECEASED

NOTICE is hereby given, pursuant to section 29 of the Trustee Act (Cap. 167), that any person having a claim against or an interest in the estate of the late Karl Fritz Paul Zimmermann of Nairobi, who died at Nairobi on the 12th April, 1971, is hereby required to send particulars in writing of his or her claim or interest to Barclays Bank D.C.O., Trustee Department, P.O. Box 30356, Nairobi, before the 20th August, 1971, after which date the executors will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which they have had notice and will not as respects the property so distributed be liable to any person of whose claim they shall not then have had notice.

Dated the 18th day of June, 1971.

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

## GAZETTE NOTICE No. 1727

## FREDERICK PHILIP MORRIS, DECEASED

NOTICE is hereby given, pursuant to section 29 of the Trustee Act (Cap. 167), that any person having a claim against or an interest in the estate of the late Frederick Philip Morris, of P.O. Box 647, Nairobi in Kenya, who died on the 10th day of June, 1971, at Nairobi, is hereby required to send particulars in writing of his or her claim or interest to the undersigned before the 17th day of September, 1971, after which date the executor will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which he shall have had notice and will not, as respects the property so distributed, be liable to any person of whose claim he shall not then have had notice.

Dated this 25th day of June, 1971.

KAPLAN & STRATTON,  
Advocates to the Executor,  
Queensway House,  
P.O. Box 111, Nairobi.

## GAZETTE NOTICE No. 1728

## ESTATE OF THE LATE DOROTHY WINIFRED INGLIS

To All To Whom It May Concern:

TAKE NOTICE that all persons having any claims against or owing money to the above-named Dorothy Winifred Inglis of Nanyuki, who died at Nanyuki aforesaid, on the 21st May, 1971, are requested to prove such claims or to pay the amount due as the case may be to The Standard Bank Limited, P.O. Box 30299, Nairobi, on or before the 27th August, 1971, after which date the estate of the said deceased will be distributed or administered according to law having regard only to the claims against the estate of which we the said bank shall then have notice.

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

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

## GAZETTE NOTICE No. 1729

IN THE HIGH COURT OF KENYA  
AT MOMBASA DISTRICT REGISTRY

BANKRUPTCY JURISDICTION CAUSE No. 3 OF 1966

Re: Ebrahimjee Amijee, debtor

Ex Parte

NOTICE TO OFFICIAL RECEIVER AND TRUSTEE  
OF APPLICATION FOR DISCHARGE

THE above-named bankrupt having applied to the Court for his discharge, the Court has fixed the 23rd day of July, 1971, at nine o'clock in the forenoon at the High Court of Kenya at Mombasa, for hearing the application.

Dated at Mombasa this 26th day of May, 1971.

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

## GAZETTE NOTICE No. 1730

## THE BANKRUPTCY ACT

(Cap. 53)

## NOTICE OF INTENDED DIVIDEND

Debtor's name.—Barend Christoffel De-Jager.

Address.—P.O. Box 138, Nakuru.

Description.—Employee.

Court.—High Court of Kenya at Nairobi.

No. of matter.—B.C. 8 of 1959.

Last day for receiving proofs.—16th July, 1971.

Trustee's name.—Official Receiver.

Address.—P.O. Box 30031, Nairobi.

Nairobi,  
25th June, 1971.

M. L. HANDA,  
Deputy Official Receiver.

## GAZETTE NOTICE No. 1731

## THE COMPANIES ACT

(Cap. 486)

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

Reg. No.	Name
3/66	Murang'a Development Corporation Limited.
1565	Chania River Estates Limited.
8052	Ramogi Agencies Limited.
8151	Professional Management Finance Limited.
8178	Machakos Distributors Limited.

Dated this 25th day of June, 1971.

O. M. SAMEJA,  
Assistant Registrar of Companies.

## GAZETTE NOTICE No. 1732

## IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

## IN THE MATTER OF TUNA ESTATES LIMITED

(In Voluntary Liquidation)

## NOTICE

NOTICE is hereby given pursuant to section 283 of the Companies Act (Cap. 486), that a final meeting of members will be held at Texcal House, Koinange Street, Nairobi, on Saturday, 31st July, 1971, at 10 a.m., for the purpose of having an account laid before it showing how the liquidation has been conducted and the property of company disposed of and of hearing any explanations given by the liquidators and of determining by special resolution the manner of disposal of the company's and the liquidator's books.

Nairobi,  
25th June, 1971.

B. DE LEEUW,  
C. L. GIOVANELLI,  
Joint Liquidators,  
P.O. Box 30572, Nairobi.

## GAZETTE NOTICE No. 1733

## THE SOCIETIES RULES, 1968

(L.N. 62 of 1968)

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

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

## FIRST SCHEDULE

Name of Society	Date of Registration
Utange Day and Night Club ... ..	18-6-71

## SECOND SCHEDULE

Name of Society	Date of Refusal
Kamoth Welfare Association ... ..	24-6-71

'Dated this 25th day of June, 1971.

J. ALLAN,  
Assistant Registrar of Societies.

## GAZETTE NOTICE No. 1734

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

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

## SCHEDULE

Kenya Police Amateur Boxing Club, to Kenya Police Amateur Boxing Association.

Dated this 25th day of June, 1971.

J. ALLAN,  
*Assistant Registrar of Societies.*

## GAZETTE NOTICE No. 1735

THE AFRICAN CHRISTIAN MARRIAGE AND  
DIVORCE ACT  
(Cap. 151)

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

## SCHEDULE

*Denomination.*—Diocese of Nairobi, P.O. Box 14231, Nairobi.

*Names of Ministers:—*

Rev. Pearse Moloney.  
Rev. Diarmuid Davin.

*Denomination.*—Baptist Mission of East Africa, P.O. Box 30370, Nairobi.

*Names of Ministers:—*

Rev. Joseph Gatlin.  
Rev. James Tidenberg.  
Rev. B. W. Holloway.  
Rev. Thomas A. Jones.  
Rev. Russell Morris.  
Rev. Davis L. Saunders.

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

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

## GAZETTE NOTICE No. 1736

(CS. 37/RMP)

THE CO-OPERATIVE SOCIETIES ACT  
(Cap. 490)REMOVAL OF COMMITTEE  
(Section 64)

WHEREAS by Order dated the 10th day of March, 1971, an inquiry was held into the By-laws, working and financial condition of Chogoria Farmers Co-operative Society Limited:

And whereas I am satisfied after the said inquiry that the Committee of the said Chogoria Farmers Co-operative Society Limited is not performing its duties properly:

Now, therefore, in the exercise of the powers vested in me by section 64 of the Co-operative Societies Act, I hereby remove the said Committee comprising—

*Chairman.*—Ephraim Marangu;

*Vice-Chairman.*—Gerrard Mucheke;

*Treasurer.*—Gilbert M'Rithaa;

*Committee Members:*

Josiah M'Mantu,  
Jusuflu M'Rithaa,  
Alphaxard Naivasha,  
Francis Mugua,  
Alphaxard M'Raini,  
Festus Thambu;

*Secretary.*—Nahashon Kaburu;

*Assistant Secretary.*—Jediel Marangu,  
from the aforesaid Committee and offices and further order that with effect from the 25th day of June, 1971, for a period of 12 months therefrom the affairs of the Chogoria Farmers Co-operative Society Limited shall be managed and administered by a Committee comprising—

*Chairman.*—Gerrard Elon Njagi.

*Vice-Chairman.*—Abednego Mwenda.

*Members:*

Josiah M'Mantu.  
Burini Ntari.  
Gerrard Mucheke.

*Manager.*—Nahashon Kaburu.

And further I order that the allowances of the Committee and the Manager appointed by me shall be paid out of the funds of the Chogoria Farmers Co-operative Society Limited.

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

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

## GAZETTE NOTICE No. 1737

(CS. 1606/RMP)

THE CO-OPERATIVE SOCIETIES ACT  
(Cap. 490)

## LIQUIDATION ORDER

WHEREAS it is represented to me that Mariwa Farmers Co-operative Society Limited (Registration No. 1606) has no members:

Now, therefore, in exercise of the powers conferred on me under section 66 of the Act, I hereby cancel the registration of the said society with effect from the date of this order.

And further I hereby appoint J. G. Gakuu liquidator of the said society under section 69 of the Act.

Given under my hand at Nairobi this 28th day of June, 1971.

W. D. MWASI,  
*Asst. Commissioner for Co-operative Development.*

## GAZETTE NOTICE No. 1738

## THE PRUDENTIAL ASSURANCE COMPANY LIMITED

P.O. Box 30064, Nairobi, Kenya

## LOSS OF POLICY

*Life Policy No. 6942358 effected for a sum assured of Sh. 20,000 on the life of Samuel Kioko Mangeli*

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

E. J. MOWBRAY,  
*Manager for East Africa.*

## GAZETTE NOTICE No. 1739

## THE JUBILEE INSURANCE COMPANY LIMITED

(Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

## LOSS OF POLICY

*Life Policy No. 29807 for Sh. 5,400 in the name of Charles Mwachugu*

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 22nd day of June, 1971.

M. R. HOSANGADY,  
*Executive Director.*

## GAZETTE NOTICE No. 1740

## THE COUNTY COUNCIL OF MERU

(L.N. 256 of 1963)

IT IS hereby notified for general information that the County Council of Meru vide its Minute No. 14/71 and Resolution No. 8/71 of its meeting held on 23rd March, 1971, imposed fee on Coffee/Buni produce at the rate of 3 per cent of the purchase price and appointed Kenya Coffee and Marketing Board as the Authorized Buyer (Agent) in exercise of its powers conferred by regulation 148 of the Local Government Regulations, 1963. The resolution has been granted consent by the Minister for Local Government pursuant to regulation 148 (2) of the Local Government Regulations, 1963.

Dated this 29th day of June, 1971.

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

GAZETTE NOTICE No. 1741

(LAND/13/1)

## THE URBAN COUNCIL OF BUNGOMA

## SUPPLEMENTARY VALUATION ROLL, 1969

THE second notice is hereby given that the Supplementary Valuation Roll for the year 1969 in respect of Bungoma Township was laid before a meeting of the Bungoma County Council and is now available at the County Council office, Bungoma, 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 any Supplementary Valuation Roll; or
- (b) by any value ascribed in any Supplementary Valuation Roll to any rateable property, or by other statement made or omitted to be made in the same with respect to any rateable property,

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

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

Dated this 31st day of May, 1971.

J. C. NALIMAE,  
*for Clerk,*  
Bungoma County Council, Bungoma.

GAZETTE NOTICE No. 1742

## MINISTRY OF WORKS

## CENTRAL TENDER BOARD

## TENDER NOTICE No. 61/A/71

TENDERS are invited for the following items delivered to Ministry of Works Stores, Liverpool Road, Nairobi:—

Class and Item No.	Description	Unit	Quantity Required
48028	Filters Enamel 2 gallon (or metric equivalent) .. ..	No.	100
48034	Mattresses Foam 3' x 6' 3" ..	No.	100
50116	Pillow Slips, 20" x 30" White Cotton .. ..	No.	6,000
66011	Piping G.I. Socketted Class "B" 1" .. ..	Metres	7,072
66012	Piping G.I. Socketted Class "B" 1 1/2" .. ..	Metres	1,572
66013	Piping G.I. Socketted Class "B" 1 1/2" .. ..	Metres	8,568
66014	Piping G.I. Socketted Class "B" 2" .. ..	Metres	1,410
12020	Cookers Boiler and Steamer (Approx. 33 gallons or metric equivalent) .. ..	No.	30

Samples to which all supplies shall conform may be inspected during official working hours at the Supplies Branch Stores Depot, Liverpool Road, Nairobi.

Acceptance of any tender shall be subject to the General Conditions of Contract, a copy of which may be obtained from the Supplies Branch, Ngong Road, Room No. 38, Ministry of Works Headquarters, Nairobi.

Delivery dates must be given showing the quantity available ex stock and/or the time required to supply the full quantity.

Tenders must be enclosed in a plain sealed envelope marked "Tender for Misc. Items 61/A/71" and addressed so as to reach the Chief Purchasing Officer, Ministry of Works Supplies Branch, P.O. Box 30346, Nairobi, or be placed in the Tender Box in Room No. 38, Upper Ground Floor, Ministry of Works Headquarters, not later than 9 a.m. on 23rd July, 1971.

Tenders not so addressed and endorsed are liable to be rejected and any tender received after the stated time and date shall not be considered. Tenders shall remain valid and shall not be withdrawn within 60 days of the final date for the submission of tenders.

The Government does not bind itself to accept the lowest or any tender and reserves the right to accept any tender in part unless a tenderer expressly stipulates to the contrary.

P. SHIYUKAH,  
*Permanent Secretary for Works.*

GAZETTE NOTICE No. 1743

## MINISTRY OF WORKS

## CENTRAL TENDER BOARD

## TENDER NOTICE No. 62/A/71

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

Description	Quantity Required
Ext. Cascara Sagrada Liq. B.P. .. ..	200 bottles of 500 Ml. each.
Collodium Flexible-B.P. .. ..	200 bottles of 500 Ml. each.
Inj. Penicillin Triplopen 1.2 M/U .. ..	700,000 vials at 1 mega mega-cillin in boxes of 100 vials.
Tablets Hexyl-Resorcinal 100 mg. .. ..	50,000 tabs.
Sodii Lactas (70% edible) pack x 500 ml. bottles .. ..	200 bts.
Paraformaldehyde tablets 22 gr. (Fumigation) pack x 500 tablets .. ..	30,000 tabs.
Pyrethrum Pulv. pack x 25 kilo .. ..	500 kilo.
Warfrin Rodent Exterminator pack x 25 G. tins .. ..	200 tins.
Dequadin paint, 28 ml. .. ..	300 vials.

Net duty paid prices should be stated for delivery to the Medical Stores, Nairobi.

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

Delivery of the above items must be met during the period ending 31st December, 1971.

Tenders must be enclosed in a plain sealed envelope marked "Tender No. 62/A/71 Medical Items" and addressed to reach the Chief Purchasing Officer, Ministry of Works Supplies Branch, P.O. Box 30346, Nairobi, or be placed in the Tender Box in Room No. 38, Upper Ground Floor, Ministry of Works Headquarters, Ngong Road, Nairobi, not later than 9 a.m. on 30th July, 1971.

Tenders not so addressed and endorsed are liable to be rejected and any tender received after the stated time and date will not be considered.

The Government does not bind itself to accept the lowest or any tender and reserves the right to accept any tender in part unless a tenderer expressly stipulates to the contrary.

All tenders must remain firm for 60 days from the closing date. Samples to which all supplies shall conform must be submitted together with tenders and failure to submit them may render tenders to rejection.

P. SHIYUKAH,  
*Permanent Secretary for Works.*

GAZETTE NOTICE No. 1744

## MINISTRY OF WORKS

## CENTRAL TENDER BOARD

## TENDER NOTICE No. 63/A/71

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

Paper towels.—(35,000 pkts.)

- (a) 200 sheets per packet or similar pack.
- (b) 24 packets per carton or similar pack.
- (c) To rub clear without remains.

Wirewool, steel.—15,000 lb. (or metric equivalent).

- (a) Grade 4 or 5 or similar grade.
- (b) Tough, thick and rough in form.
- (c) One pound or similar pack.

Net duty paid prices should be stated for delivery to the office of the Chief Airport Manager, Embakasi, Nairobi.

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

Delivery details showing the quantity available ex stock and/or time required to manufacture full quantity must be given.

Tenders must be enclosed in a plain sealed envelope marked "Tender No. 63/A/71: Paper Towels and Wirewool" and addressed to reach the Chief Purchasing Officer, Ministry of Works, Supplies Branch, P.O. Box 30346, Nairobi, or be placed in the Tender Box in Room No. 38, Upper Ground Floor, Ministry of Works Headquarters, Ngong Road, Nairobi, not later than 9 a.m. on 30th July, 1971.



Tenders not so addressed and endorsed are liable to be rejected and any tender received after the stated time and date will not be considered.

The Government does not bind itself to accept the lowest or any tender and reserves the right to accept any tender in part unless a tenderer expressly stipulates to the contrary.

Samples to which supplies will conform must be submitted with tenders.

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

P. SHIYUKAH,  
*Permanent Secretary for Works.*

#### GAZETTE NOTICE No. 1745

#### MINISTRY OF WORKS CENTRAL TENDER BOARD

##### TENDER NOTICE No. 65/A/71

TENDERS are invited for purchase of the following quantities of underground cable in reputed lengths:—

415 yards Pilecsta	and .007/4 core 1100 volts
755 yards Pilec	and .007/2 core 1100 volts
370 yards Pile-SWA	and .0225/2 core 1100 volts
144 yards Pile-SWA	and .04/2 core 660 volts

The cable can be viewed at the Liverpool Road Stores by prior arrangement with the Chief Supplies Officer.

Tenders must be enclosed in a plain sealed envelope marked "Tender No. 65/A/71: Cable" and addressed to reach the Chief Purchasing Officer, Ministry of Works, Supplies Branch, P.O. Box 30346, Nairobi, or be placed in the Tender Box in Room No. 38, Upper Ground Floor, Ministry of Works Headquarters, Ngong Road, Nairobi, not later than 9 a.m. on 30th July, 1971.

Tenders not so addressed and endorsed are liable to be rejected and any tender received after the stated time and date will not be considered.

The Government does not bind itself to accept the lowest or any tender and reserves the right to accept any tender in part unless a tenderer expressly stipulates to the contrary.

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

P. SHIYUKAH,  
*Permanent Secretary for Works.*

#### GAZETTE NOTICE No. 1746

#### THE TRANSFER OF BUSINESSES ACT (Cap. 500)

NOTICE is hereby given that the business of wholesale and retail general merchants of cosmetics, druggists and patent medicines carried on by Dinkerray Mathuradas Kutmutia and Niranjana Mathuradas Kutmutia, in the firm name of Moonlit on Plot No. 136/96/97, River Road, Nairobi City, is, as from the 19th day of June, 1971, sold and transferred to Moonlit Limited of P.O. Box 8777, Nairobi, who will carry on the said business at the same place in the name Moonlit Limited.

The address of the transferors is P.O. Box 2455, Nairobi, Kenya.

The address of the transferee is P.O. Box 8777, Nairobi, Kenya.

All debts due and owing by the transferors in respect of the said business of Moonlit up to and including the 19th day of June, 1971, will be received and paid by the transferors. The transferee does not assume nor does it intend to assume any liabilities whatsoever incurred in the said business by the transferors up to and including the said 19th day of June, 1971.

Dated at Nairobi this 29th day of June, 1971.

DINKERRAY MATHURADAS KUTMUTIA,  
NIRANJANA MATHURADAS KUTMUTIA,  
*Transferors.*

MANILAL NATHALAL CHOTAI,  
*Secretary, Moonlit Limited,*  
*Transferee.*

#### GAZETTE NOTICE No. 1747

#### THE TRANSFER OF BUSINESSES ACT (Cap. 500)

NOTICE is hereby given that the business carried on by Julie Giovando Adriana Giovando and Caterina Giovando under the firm name and style of John's Hairstylists at Plot No. 209/2540/2, Olympic House, Koinange Street, Nairobi, was, on the 31st day of May, 1971, sold and transferred to Margaret Wales, who will carry on the said business under the same business name and style and at the same address.

The address of the transferors is P.O. Box 4595, Nairobi.

The address of the transferee is P.O. Box 6696, Nairobi.

The transferee has not assumed and does not intend to assume any of the liabilities incurred in the said business by the transferors up to and including the 30th day of May, 1971, and the same will be paid and discharged by the transferors. All debts due and owing to the transferors in respect of the said business up to and including the said 30th day of May, 1971, will be received by the transferors.

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

AZIZ MOHAMED,  
*Advocate for the Transferors.*

MARGARET WALES,  
*Transferee.*

#### GAZETTE NOTICE No. 1748

#### THE TRANSFER OF BUSINESSES ACT (Cap. 500)

NOTICE is hereby given that the business carried on by Baldevraj Talwar s/o Ramnath Talwar of Ambassador House, Kilindini Road, Mombasa, under the firm name of Pioneer Commercial College, is, as from the 1st day of June, 1971, sold and transferred to Chandrakant Natwarlal Amin and Madhurika Chandrakant Amin of P.O. Box 81175, Mombasa, who will carry on the said business under the same firm name and at the same place.

All debts due and owing by the transferor in respect of the said business up to and including the 31st May, 1971, will be received and paid by the transferor.

The transferees are not assuming nor do they intend to assume any liabilities incurred in the said business up to and including the 31st day of May, 1971.

Dated at Mombasa this 11th day of June, 1971.

BALDEVRAJ TALWAR s/o RAMNATH TALWAR,  
*Transferor.*

CHANDRAKANT NATWARLAL AMIN,  
MADHURIKA CHANDRAKANT AMIN,  
*Transferees.*

#### GAZETTE NOTICE No. 1749

#### THE TRANSFER OF BUSINESSES ACT (Cap. 500)

NOTICE is hereby given that the business carried on by Hurlingham Cosmetics Limited under the firm name or style of Hurlingham Cosmetics on Plot No. 209/377/5/6/7/8, Hurlingham Road, Nairobi, is, as from the 18th March, 1971, sold and transferred to Zarina Sadrudin Alibhai Karmali, who will carry on business at the same place under the new name or style of Shenaly Cosmetics. The address of the transferor is P.O. Box 4832, Nairobi. The address of the transferee is P.O. Box 8972, Nairobi.

All the debts due and owing by the transferor in respect of the said business up to and including the 17th day of March, 1971, will be received and paid by the transferor. The transferee does not assume nor does she intend to assume any liabilities whatsoever incurred in the said business of the transferor up to and including the said 17th day of March, 1971.

Dated at Nairobi this 21st day of June, 1971.

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

## GAZETTE NOTICE No. 1750

## THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business carried on by Julius Nthumba Muthama and Grace Munini Musau at the premises situate on Plot No. 133/2/36, 7th Street, Eastleigh Section II, Nairobi, under the firm name and style of Kitheini Provision Store, has, as from the 15th day of November, 1970, been sold and transferred to Grace Munini Musau of P.O. Box 16382, Nairobi, who will carry on the said business at the same place and under the name and style of New Kitheini Provision Store.

The address of the transferors is P.O. Box 7737, Nairobi.

The address of the transferee is P.O. Box 16382, Nairobi.

The transferee does not assume nor does she intend to assume any liabilities incurred in the said business by the transferors up to and including the 15th day of November, 1970, and the same will be paid and discharged by the transferors and likewise all debts due to the transferors up to and including the 15th day of November, 1970, will be received by the transferors and the transferors do not assume any liability in the said business by the transferee after the said 15th day of November, 1970.

J. N. MUTHAMA,  
G. M. MUSAU,  
*Transferors.*  
G. M. MUSAU,  
*Transferee.*

## GAZETTE NOTICE No. 1751

## DISSOLUTION OF PARTNERSHIP

NOTICE is hereby given that the partnership heretofore subsisting between Najmudin Haiderali Kassam and Shamshudin Jamal under the firm name or style of Hofmann & Co., at Jainshalla Road, Nairobi, has been dissolved by mutual consent as from the 15th day of May, 1971, by retirement therefrom of Shamshudin Jamal and the said business, as from the 15th day of May, 1971, is being carried on by Najmudin Haiderali Kassam as the continuing partner.

All debts due to and owing by the said business up to and including the 15th day of May, 1971, will be received and paid by the continuing partner.

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

SHAMSHUDIN JAMAL,  
*Retiring Partner.*  
NAJMUDIN HAIDERALI KASSAM,  
*Continuing Partner.*

## GAZETTE NOTICE No. 1752

## NOTICE OF CHANGE OF NAME

I, Noris Giovannotti Iliffe of P.O. Box 30181, Nairobi in the Republic of Kenya, formerly known as Noris Giovannotti in Tuzi, hereby give public notice that by a deed poll dated the 19th day of June, 1971, and duly executed by me, I formally and absolutely renounced and abandoned the use of my former name of Noris Giovannotti in Tuzi and in lieu thereof assumed and adopted the name of Noris Giovannotti Iliffe for all purposes and I hereby authorize and request all persons to designate, describe and address me by such assumed name of Noris Giovannotti Iliffe only.

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

NORIS GIOVANNOTTI ILIFFE,  
*formerly known as Noris Giovannotti in Tuzi.*

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