

THE KENYA GAZETTE

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GAZETTE NOTICE No 2873

PUBLIC SERVICE COMMISSION OF KENYA

APPOINTMENTS

JOHN MUTETI NZIOKA, to act as Senior Agricultural Officer (Crops), Ministry of Agriculture, with effect from 5th June, 1972

LEO SUIYIANKA YIAPAN, to act as Senior Veterinary Officer, Ministry of Agriculture, with effect from 27th May, 1972

FESTUS NJUGUNA MWANGI, to act as Senior Assistant Secretary, Ministry of Tourism and Wildlife, with effect from 26th July, 1972

PROMOTIONS

AHMED ABDALLAH, to be Deputy Permanent Secretary, Office of the President, with effect from 1st July, 1970

ESAU MATHEW RAHEDI, to be Assistant Director of Education, Ministry of Education, with effect from 13th September, 1972

EDWIN EVANS, to be Senior Education Officer, Ministry of Education, with effect from 19th April, 1966

ABNER OKOLO ACHOKI, to be Chief Accountant, Ministry of Education, with effect from 17th May, 1972

TWAHIR MBARAK TWAHIR, to be Chief Accountant, The Vice-President's Office and Ministry of Home Affairs, with effect from 17th May, 1972

By Order of the Commission

DANIEL G KIMANI,
*Secretary,
Public Service Commission of Kenya*

GAZETTE NOTICE No 2874

THE TRADE DISPUTES ACT
(Cap 234)

ORDER UNDER SECTION 36—COLLECTION OF TRADE UNION DUES

IN EXERCISE of the powers conferred by section 36 of the Trade Disputes Act, the Minister for Labour hereby orders every employer who employs not less than five members of the Kenya Chemical Workers Union to—

- deduct every month Shillings five (5) in respect of trade union dues from the wages of each of his employees who is a member of that union,
- pay 85 per cent of total sums so deducted in any month, not later than the 10th day of the following month, by crossed cheque made payable into the account of the Kenya Chemical Workers Union Account No 230 644-233 at the Kenya Commercial Bank, Government Road, Nairobi,
- pay 15 per cent of the total sums so collected in any month, not later than the 10th day of the following month, by crossed cheque made payable into the account of the Central Organization of Trade Unions (Kenya) Account No 1407937 at the Barclays Bank, Queensway Branch, P O Box 30011, Nairobi,
- notify in writing that trade union and that federation before the end of each month of the amounts of any payments made to the account of that trade union and of that federation in that month,
- notify in writing the Registrar of Trade Unions before the end of each month of the amounts of any payments made into the accounts of that trade union and of that federation in that month

Gazette Notice No 2346 of 1966 is hereby cancelled

Dated this 15th day of September, 1972

E N MWENDWA,
Minister for Labour

GAZETTE NOTICE No 2875

THE RENT RESTRICTION ACT
(Cap 296)

APPOINTMENT

IN EXERCISE of powers conferred by section 31 (a), subsection (1), of the Rent Restriction Act, the Minister for Housing hereby appoints—

WILLIAM EDWARD COLLETT

with powers to certify copies of any determination, order or proceedings of a Tribunal to be true copies of such determinations, orders or proceedings

Dated at Nairobi this 12th day of September, 1972

P J NGEI,
Minister for Housing

GAZETTE NOTICE No 2876

THE JUDICIAL SERVICE COMMISSION

APPOINTMENT OF RESIDENT MAGISTRATE

IN EXERCISE of the powers conferred by section 69 of the Constitution of Kenya, the Judicial Service Commission hereby appoints—

ERNEST FREDERICK ARAGON

to be Resident Magistrate, Kenya, with effect from 12th September, 1972

Dated this 12th day of September, 1972

JAMES WICKS,
*Chairman,
Judicial Service Commission*

GAZETTE NOTICE No 2877

THE JUDICIAL SERVICE COMMISSION

APPOINTMENT OF DEPUTY REGISTRAR

IN EXERCISE of the powers conferred by section 69 of the Constitution of Kenya, the Judicial Service Commission hereby appoints—

ERNEST FREDERICK ARAGON

to be Deputy Registrar, Kenya, with effect from 12th September, 1972

Dated this 12th day of September, 1972

JAMES WICKS,
*Chairman,
Judicial Service Commission*

GAZETTE NOTICE No 2878

JUDICIAL SERVICE COMMISSION

APPOINTMENT OF DISTRICT MAGISTRATES

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

Name	Class of Court	District
Reuben Samuel Masika	Third Class	Wajir

Dated this 15th day of September, 1972

JAMES WICKS,
*Chairman,
Judicial Service Commission*

GAZETTE NOTICE No 2879

THE PRISONS ACT
(Cap 90)

(28/5/69)

CANCELLATION AND APPOINTMENT OF VISITING JUSTICES

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

- Cancels the appointments of—
Patrick Kitamonge Leparleen,
Rev Father Lawrence Rosano, and
- appoints—
Zekeya Letowon,
Rev Father Angelo Fantacci,

as Visiting Justices to Maralal Prison in the Samburu District, Rift Valley Province

Dated this 31st day of August, 1972

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

*L N 692/1963 †G N 699/1970 and G N 703/1971

GAZETTE NOTICE No 2880

THE REGISTRATION OF TITLES ACT

(Cap 281 section 71)

ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS Shamshudin Hassanali is the registered proprietor as the lessee of all that piece of land known as Land Reference No 909/164 situate in Machakos Township in Machakos District by virtue of a Grant registered as No I R N 388/1 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 (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 22nd day of September 1972

A P KARIITHI,
Registrar of Titles

GAZETTE NOTICE No 2881

THE REGISTRATION OF TITLES ACT

(Cap 281, section 71)

ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS Philip Spencer Shelley is the registered proprietor as lessee of all that piece of land known as Land Reference No 7707 situate west of Kitale Municipality in Trans Nzoia District by virtue of a Certificate of Title registered as No I R 7341/1 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 22nd day of September 1972

A P KARIITHI,
Registrar of Titles

GAZETTE NOTICE No 2882

THE REGISTRATION OF TITLES ACT

(Cap 281, section 71)

ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS Timeh bint Farjalla of Mombasa in the Republic of Kenya is registered as proprietor for an estate in fee of all that piece of land known as Plot No 1175 of Section I, Lamu Island (Township) in the Lamu District by virtue of a Certificate of Ownership No 8994 registered as No C R 7832/1 and whereas sufficient evidence has been adduced to show that the said Certificate of Ownership has been lost notice is hereby given that after the expiration of 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 Mombasa this 22nd day of September, 1972

G G NDORIA,
Registrar of Titles

GAZETTE NOTICE No 2883

THE MINING REGULATIONS

(Cap 306, Sub Leg)

ABANDONMENT OF LOCATION

NOTICE is hereby given in accordance with the provisions of regulation 32 (2) of the Mining Regulations, that the under-mentioned location was abandoned on the specified date —

Rift Valley Province

District —Baringo

Registered holder —Wareng Mining Co Ltd

Class —Non-precious minerals, lode

Location No —703/1-3

Date of abandonment —7th September, 1972

Dated this 14th day of September, 1972

R K KINYUA,
for Commissioner of Mines and Geology

GAZETTE NOTICE No 2884

IN THE HIGH COURT OF KENYA AT KISII

Before Mr Justice Kneller

25TH TO 29TH SEPTEMBER, 1972

25th September, 1972, in Court at 9 30 a m

Mention

H C Cr C 491/72 Republic v Nyaberi Osebe
H C Cr C 500/72 Republic v 1 Nyakundi Mageto 2 Abere Atunga

Probation Report

H C Cr C 487/72 Republic v Ochola Mugendi
H C Cr C 488/72 Republic v Kemunto w/o Moturi

Pleas

H C Cr C 501/72 Republic v Jacob Oluoch Odengo
H C Cr C 502/72 Republic v Ondicho Kimongo
H C Cr C 503/72 Republic v Atandi Kibini
H C Cr C 504/72 Republic v James Kemoni Njama
H C Cr C 505/72 Republic v Agnes Wanjiru d/o Mugane
H C Cr C 506/72 Republic v Harrison Otuch Ogaya
H C Cr C 507/72 Republic v Alexius Nyahonde Saka
H C Cr C 508/72 Republic v 1 Stephen Chacha 2 Mwikwabe Nyaikecha

H C Cr C 509/72 Republic v Annah Kerubo w/o Nyambego
H C Cr C 510/72 Republic v Marcela Moraa d/o Ibrahim Omas

H C Cr C 511/72 Republic v 1 Nyasinde Mosioma 2 Kemunto w/o Mosioma

H C Cr C 512/72 Republic v Ayora Ontuga

Hearing—Notice of Motion

H C Misc A 3/72 Banuel Basweti v Ezekiel Nyakebako

Chamber Summons

H C CC 4/71 Masaba F C U Ltd v Samwel Ondieki
H C CC 17/72 Fredrick Biyanga Omaseta v Esa D Odinga

Hearing

H C CC 9/71 Justus Omwange v 1 Attorney-General 2 Musa Mugambi 3 Kisau Muchenga
H C CC 59/70 Makambo Boocho v 1 Omariba Masiaga 2 Kemunto Oteki (Mrs)

26th September 1972 in Court at 9 a m

H C Cr C 484/72 Republic v Joseph Kipngechit ole Munge

27th September 1972 in Court at 9 a m

Notice of Motion

H C Misc A 4/72 Oyunge Omeke v Lawrence Sese

Hearing

H C CC 10/72 David Oruru v Gusii County Council

28th September, 1972 in Court at 9 a m

Hearing

H C CC 10/71 David Oruru v Gusii County Council
H C Cr A 168/72 Mary Atieno v Republic

29th September, 1972 in Court at 9 a m

Formal Proof

H C CC 13/72 Laban Mokamba v Johnson Ogutu

Hearing

H C CA 143/68 Nyang'au Matena v John Nyanumba
H C CA 31/68 Komunto w/o Kengenyeri v Momanyi Ondimu

V V PATEL,
Deputy Registrar, Kisii

GAZETTE NOTICE No 2885

MINISTRY OF AGRICULTURE

LOSS OF L P O

Local Purchase Order leaf No D73150 has been lost Please note that no payment will be made for any goods or services supplied or rendered against this L P O

C M KURIA,
for Head, Livestock Marketing Division

GAZETTE NOTICE No 2886

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 12th October, 1972. 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 and from other Government offices. Applicants must quote the number shown against the post in the advertisement.

Note—Incremental credits will be granted for approved previous experience to successful candidates who are not civil servants, provided the maximum of the salary scale is not exceeded, they will also be eligible for benefits and privileges enjoyed by civil servants in accordance with the existing Government Regulations.

Senior Economist (One Post) Ministry of Finance and Planning (No 228/72)

Salary scale—£1,866 to £2,334 PENSIONABLE or AGREEMENT

Applicants must possess the equivalent of a Master's degree of the University of East Africa, or a good and acceptable degree in Economics, with at least five years' practical experience in the Government Service or private sector at a professional Economist's level and should be of mature judgment. The successful candidate will be required to advise the Ministry on a wide range of economic matters, including monetary and fiscal policy, economic budgeting, agricultural pricing policy, incomes policy and industrial protection policy.

Vacancies in the Ministry of Labour

Senior Instructor (Metal Trades) (One Post) National Industrial Vocational Training Centre (No 229/72)

Salary scale—£1,212 to £1,614 PENSIONABLE or AGREEMENT

Applicants must have had a sound secondary technical education and completed relevant apprenticeship prior to, or in conjunction with the award of City and Guilds Full Technological Certificate, or equivalent qualifications in the appropriate subjects. It is essential that applicants must have passed the Grade I Trade Test and have had not less than three years' industrial experience following the qualification. The Senior Instructor/Inspector will be responsible to the Assistant Director of the Centre for the day-to-day running of a Trades Section, including the supervision and motivation of instructors, assistant instructors and trainees. He will also be responsible for programming and planning courses for apprentices and trainees drawn from industry, in addition to organizing aptitude/practical tests and examinations. He will prepare syllabuses and approve work schedules submitted by instructors, and will normally attend meetings of the Training Committees responsible for the training programmes in the trades falling within his area of responsibility. He will maintain accurate stores and issues of records of all equipment, machines, tools and materials used within his section. He will be expected to actively participate in lectures and practical demonstrations and to provide active leadership in so doing. He will arrange for the instructors to co-operate and to work with the Senior Training Officer in charge of developing in-plant training programmes and supervision.

Inspector (Roads) (One Post), National Youth Service (No 230/72)

Salary scale—£690 to £972 PENSIONABLE or AGREEMENT

Applicants must have undergone a recognized training course in road construction including bitumen surfaces, and must have considerable experience of earth works and earthmoving machineries. Preference will be given to graduates of the Road Authority Training School or similar institutions. The successful candidate will be required to spend considerable time living under field conditions in remote areas of Kenya. Practical training of National Youth Service personnel will be part of his normal duties.

Inspector (Mechanical Services) (Electrical Branch) (Six Posts) Ministry of Works (No 231/72)

Salary scale—£690 to £972 PENSIONABLE or AGREEMENT

Applicants must possess the City and Guilds Mechanical Engineering Technician's Certificate final grade (an endorsement to this certificate will be deemed an advantage), or its equivalent,

followed by at least two years' practical experience. Alternatively, they must possess a Grade I Trade Test Certificate in Mechanical Trade, followed by at least two years' experience in a supervisory position in either or both of the following fields: (a) the preparation of design drawings, specifications and estimates for mechanical plant installations including steam water heating and ventilation services in public buildings, hospitals, etc., or (b) the operation and maintenance of steam water heating and ventilation services. Experience in hospital engineering services which includes kitchen, laundry and specialist hospital equipment will be an advantage.

Audit Examiner I (One Post), Ministry of Co-operatives and Social Services (No 232/72)

Salary scale—£690 to £972 PENSIONABLE or AGREEMENT

Applicants must possess School Certificate and should have passed at least section I (preferably section II) of the examination of a recognized professional accountancy body or its equivalent, with auditing as one of the subjects. In addition, they must have had at least three years' satisfactory experience in auditing and/or accounting, including the preparation of final accounts. Serving officers should have had at least three years' satisfactory auditing and/or accounting experience as Co-operative Assistants (one year in the case of Audit Examiner II), and should have passed the Co-operative Accountants/Assistants Course at the Kenya Institute of Administration or an equivalent accepted qualification. Duties entail the auditing of the accounts of Co-operative Societies.

GAZETTE NOTICE No 2887

THE METHODS OF CHARGE (EAPL) BYELAWS 1968

FUEL OIL PRICES

PURSUANT to byelaw No 6 of the Methods of Charge (EAPL) Byelaws 1968, notice is hereby given of the variations to the price of fuel oil delivered to the company on or before the 1st of July, 1972 —

Deliveries to the Fuel Storage Tanks at —

Power Station	Price per Metric Ton	Variation
	Sh cts	Sh cts
Nairobi	339 80	33 38 decrease
Kisumu	No change	No change
Eldoret	No change	No change
Kitale	385 41	33 24 decrease
Nanyuki	367 40	33 62 decrease
Coast (Kipevu Furnace Oil)	106 54	0 11 increase
Meru	404 78	33 25 decrease
Kericho	No change	No change
Mombasa	258 49	31 22 decrease
Homa Bay	397 58	33 26 decrease
Lamu	353 75	33 31 decrease
Malindi	No change	No change
Nakuru	357 63	33 24 decrease
Garissa	452 84	No change

A N NGUGI,
Secretary

GAZETTE NOTICE No 2888

MINISTRY OF TOURISM AND WILDLIFE

THEFT OF ROAD TRANSPORT REQUISITION WARRANTS

THE following Road Transport Requisition Warrants issued to the Game Scout, Morris Otiso, by the Game Warden, Anti Poaching Unit, P O Box 28, Isiolo, have been reported as stolen. The members of the public are hereby informed that no liability will be accepted by this Ministry for services rendered against the loss of these transport warrants —

Warrant No	Place of Journey
275928	Nyangusu to Kisii
275929	Kisii to Nairobi
275930	Nairobi to Nanyuki
275931	Nanyuki to Isiolo

E L ALUDA,
for Permanent Secretary
Ministry of Tourism and Wildlife

GAZETTE NOTICE No 2889

THE ASIATIC WIDOWS AND ORPHANS' PENSIONS FUND
(Cap 193—Laws of Kenya)

ACCOUNT FOR THE YEAR ENDED 31st DECEMBER, 1969

INCOME AND EXPENDITURE ACCOUNT

EXPENDITURE		INCOME	
Widows and Orphans' Pensions	K£ s cts 11,971 10 60	Personal Contributions	K£ s cts 109 10 00
		Government Deficiency Contributions	K£ s cts 11,794 11 25
		Balance of undrawn Government Contributions	67 9 35
			11,862 0 60
	K£ 11,971 10 60		K£ 11,971 10 60

BALANCE SHEET AS AT 31st DECEMBER, 1969

LIABILITIES		ASSETS	
SUNDRY CREDITORS— Widows' and Orphans' Pensions	K£ s cts 2,731 2 00	SUNDRY DEBTORS— Personal Contributions	K£ s cts 37 3 00
Paymaster-General (Overdraft)	67 9 35	KENYA GOVERNMENT— Accumulated Deficiency as at 31st December, 1968	K£ s cts 156,667 10 50
		Add Deficiency for 1969	11 862 0 60
			168,529 11 10
		Less Reimbursement received from Kenya Government under section 36 of Cap 193	165 768 2 75
	K£ 2,798 11 35	Balance due from Kenya Government	2,761 8 35
			K£ 2,798 11 35

With effect from 16th November, 1967, payments to beneficiaries outside Kenya were made in accordance with the terms of the Public Officers Agreement

2nd May, 1972

J M KERIRI,
Deputy Permanent Secretary to the Treasury

CERTIFICATE OF THE CONTROLLER AND AUDITOR GENERAL

I have examined the above Income and Expenditure Account and Balance Sheet in accordance with the provisions of section 18 of the Asiatic Widows and Orphans' Pensions Act (Cap 193) I have obtained all the information and explanations that I have required and, as a result of my audit, I certify that the Account and Balance Sheet are correct

Nairobi,
17th May, 1972

D G NJOROGE,
Controller and Auditor-General

GAZETTE NOTICE No 2890

THE PYRETHRUM ACT
(Cap 340)

APPOINTMENTS TO THE PYRETHRUM MARKETING BOARD

IN EXERCISE of the powers conferred by section 8 (2) (b) of the Pyrethrum Act, 1964, the Pyrethrum Board of Kenya hereby appoints—

Justin Masese Mochache,
Isaac Kega Muthua,
John Frederick Campbell Clause,

to be members of the Pyrethrum Marketing Board

Dated this 12th day of September, 1972

ISAAC NDUNGU KURIA,
Chairman
Pyrethrum Board of Kenya

GAZETTE NOTICE No 2891

EAST AFRICAN CUSTOMS AND EXCISE DEPARTMENT
CLASSIFICATION OF DRUGS, MEDICAL AND VETERINARY PREPARATIONS ADMITTED UNDER HEADINGS 30 03 B OR C OF THE CUSTOMS TARIFF ACTS

IT IS notified for general information that the following amendments have been made to the Interpretation of the Customs Tariff Schedule promulgated in the above Book —
(Revised June, 1972)

1 DELETIONS

Page Item
9 Delte 'Duretic' from the list

2 ADDITIONS

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

Page Article
3 Anafranil 7/72
4 Asmac Retard Bitabs 7/72
5 Bacineocin 7/72

Page	Article	
5	Berkdopa	7/72
5	Betadine H/C	7/72
5	Buffazone	7/72
5	Butalgan	7/72
6	Cardrase	7/72
7	Cordex (Buffered)	7/72
7	Cordex - Forts	7/72
7	Cordex Forte (Buffered)	7/72
7	Corneoment	7/72
7	3 Cort Tablets	7/72
8	Deczaderm	7/72
9	Doloxene Compound Pulvules	7/72
9	Doloxene Pulvules	7/72
10	F Mycin	7/72
10	Etumme	7/72
11	Flumucil	7/72
12	Gamibetal	7/72
12	Gamibetal Complex	7/72
14	Integrin	7/72
16	Lucidril	7/72
17	Mesco	7/72
18	Mobutazon	7/72
18	Moduretic	7/72
18	Motival	7/72
18	Mycifradin Sulfate	7/72
20	Ovulen-50 Fe 28	7/72
21	Pectol with Neomycin Syrup	7/72
21	Plasil	7/72
21	Pivacort Cream	7/72
21	Pivacort Cumtar	7/72
21	Pivastatin	7/72
23	Ro-Ampen	7/72
23	Robitet	7/72
25	Spasmo-canulase	7/72
26	Thyranon	7/72
27	Trisulpha (sulfatrisulfa)	7/72
28	Ultra Novulane	7/72
28	Ultrasept	7/72
29	Velosef	7/72
30	Zyloric	7/72

Note—No amendments were issued in the months of May and June, 1972

GAZETTE NOTICE NO 2892

THE GOVERNMENT LANDS ACT

(Cap 280)

NAIROBI—TWO SURVEYED CHURCH PLOTS—KIBERA PLOT NOS 435 AND 436

THE Commissioner of Lands invites applications for plots of land at the above mentioned estate for church sites as described in the Schedule hereto. A plan of the plots may be seen in the Lands Department, or may be obtained on payment of Sh 4 from the Public Map Office, P O Box 30089, Nairobi

2 Applications must be sent so as to reach the Commissioner of Lands not later than noon on Friday, 27th October, 1972

3 Applicants must enclose with their applications a sum of Sh 100 in cash or send a postal order, money order or banker's order made payable to Commissioner of Lands as deposit. No cheques will be accepted. The deposit will be dealt with as follows —

- (a) If the applicant is offered and takes up and pays for the plot within the period of 14 days as required by Condition No 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 by Condition No 5 below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto

4 Each application should be accompanied by a statement indicating—

- (a) the amount of capital it is proposed to spend on the project,
- (b) the amount of actual capital available for development with a banker's letter, or other evidence of financial status in support,
- (c) the manner in which it is proposed to raise the balance of the capital required for development, if any,
- (d) a sketch plan showing the buildings intended to be constructed,
- (e) proof of registration is required,
- (f) the applicant's choice of the plots in the order of their preference

5 The successful allottee of the plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been successful the conveyancing, stamp duty and registration fees, contribution in lieu of rates and provisional service charges. In default of payment within the specified time the Commissioner of Lands may cancel the allotment and the applicant shall have no claim to the plot

General Conditions

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

2 The grant will be issued in the name of the allottee as given in the letter of application and will be subject to the Special Conditions set out below

3 The term of the grant will be for 99 years from the 1st day of the month following the issue of the letter of allotment

Special Conditions

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

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

poses 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 conditions herein contained

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

4 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

5 The land and buildings shall only be used for the purpose of a Church (Church Hall and one residence for the Minister in charge

6 The buildings shall not cover a greater area of the land than that laid down 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 or any buildings thereon except with the prior consent in writing of the President

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 in lieu thereof

13 The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains, service pipes and drains, telephone or telegraph wires and electric mains of all descriptions, whether overhead or underground, and or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains

14 Notwithstanding anything to the contrary contained herein or implied by the said Government Lands Act, the grantee shall, on receipt of six months' notice in writing in that behalf, surrender all or any part of the land required for public purposes without payment of any compensation save in respect of such of the approved buildings as may have to be evacuated or demolished

Dated at Nairobi this 18th day of September, 1972

SCHEDULE

Plot Nos—435 and 436

Situation—Kibera

Area—0 3049 ha and 0 3135 ha respectively

Stand premium—Nil

Annual rent—A peppercorn if demanded

Survey fees—Sh 425 (each)

Service charges—On demand

GAZETTE NOTICE No 2795

THE GOVERNMENT LANDS ACT
(Cap 280)

LONGONOT TRADING CENTRE—PLOT FOR SAW MILL

THE Commissioner of Lands gives notice that a plot in Longonot Trading Centre as described in the Schedule hereto is available for alienation and applications are invited for the direct grant of the plot

2 A plan of the plot may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, or at the office of the Clerk, Central Rift County Council, 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 Clerk, Central Rift County Council, Nakuru. Applications must be on prescribed forms which are available from Lands Department, or the Clerk, Central Rift County Council, P O Box 138, Nakuru

4 Applications must be sent so as to reach the Clerk, Central Rift County Council, Nakuru, not later than noon on 13th October, 1972

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 14 days as required in paragraph 7 below, the deposit will be credited to him
- (b) If the application is unsuccessful, the applicant's deposit will be refunded to him
- (c) If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 14 days as required in the following paragraph, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto

7 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, together with the stand premium and proportion of annual rent, together with the survey fees, the 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

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

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). The term will be for a period of 99 years from the first day of the month following notification of approval of the application

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 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 saw milling purposes but residence for a caretaker may be permitted

6 The buildings shall not cover more than 75 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 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 except with the prior consent in writing of the President. No application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No 2 has been performed

10 The grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and shall on completion of such construction and 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, duties, assessments or outgoings of whatever description as may be imposed, charged or assessed by any Government or local authority upon the land or the buildings erected thereon, including any contribution or other sum paid by the President in lieu thereof

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

15 There shall be only one combined access and egress to the plot

16 The Commissioner of Lands reserves the right to revise the annual ground rental of Sh 880 payable hereunder after the expiration of the 33rd and 66th year of the term hereby granted. Such rental will be at the rate of 4 per cent of the unimproved freehold value of the land as assessed by the Commissioner of Lands

SCHEDULE

Plot No —Unsurveyed

Area —0.3156 hectares (approximately)

Stand premium —Sh 4,400

Annual rent —Sh 880

Road charges —Payable on demand

Survey fees —Payable on demand

GAZETTE NOTICE No 2893

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

NOTICE OF INTENTION TO ACQUIRE LAND

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

SCHEDULE

Plot No Sec V	Locality	Approximate Area to be Acquired
147	Changamwe Mainland	5 40 acres or 2 18 ha
154	North	18 00 " " 7 29 "
352	"	3 00 " " 1 21 "
160	"	5 20 " " 2 10 "
353	"	2 00 " " 0 81 "
155	"	4 79 " " 1 94 "
145	"	11 50 " " 4 66 "
178	"	10 50 " " 4 25 "

Plans of the affected land may be inspected during the office hours at the Lands Office, Nairobi or Mombasa

Dated this 22nd day of September, 1972

J A O'LOUGHLIN,
Commissioner of Lands

GAZETTE NOTICE No 2894

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

NOTICE OF INQUIRY

IN PURSUANCE of section 9 (1) (a) of the Land Acquisition Act, 1968, I hereby give notice that an Inquiry will be held at Lands Office, Treasury Square, Mombasa, on 21st November, 1972, at 10 a.m., for the hearing of the claims to compensation by persons interested in the following land —

SCHEDULE

Plot No Sec V	Locality	Approximate Area to be Acquired
147	Changamwe Mainland	5 40 acres or 2 18 ha
154	North	18 00 " " 7 29 "
352	"	3 00 " " 1 21 "
160	"	5 20 " " 2 10 "
353	"	2 00 " " 0 81 "
155	"	4 79 " " 1 94 "
145	"	11 50 " " 4 66 "
178	"	10 50 " " 4 25 "

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

Dated this 22nd day of September, 1972

J A O'LOUGHLIN,
Commissioner of Lands

GAZETTE NOTICE No 2895

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

NOTICE OF INTENTION TO TAKE POSSESSION OF LAND

IN PURSUANCE of section 19 (2) of the Land Acquisition Act, 1968, take notice that I intend to take possession of undeveloped land on behalf of the Government of Kenya upon the expiration of fifteen days from the date of publication of the Notice of Intention to Acquire Land in respect of the following land —

SCHEDULE

Plot No Sec V	Locality	Approximate Area to be Acquired
147	Changamwe Mainland	5 40 acres or 2 18 ha
154	North	18 00 " " 7 29 "
352	"	3 00 " " 1 21 "
160	"	5 20 " " 2 10 "
353	"	2 00 " " 0 81 "
155	"	4 79 " " 1 94 "
145	"	11 50 " " 4 66 "
178	"	10 50 " " 4 25 "

Plans of the affected land may be inspected during the office hours at the Lands Office, Nairobi or Mombasa

Dated this 22nd day of September, 1972

J A O'LOUGHLIN,
Commissioner of Lands

GAZETTE NOTICE No 2896

THE COURT OF APPEAL FOR EAST AFRICA

REVERSION

THE HON MR JUSTICE BENNA CLEYA WAMUKOYA LUTTA, ceased to perform the functions of Acting Vice-President of the Court of Appeal for East Africa, with effect from 18th September, 1972

A I HAYANGA,
Acting Deputy Registrar

GAZETTE NOTICE No 2897

THE COURT OF APPEAL FOR EAST AFRICA

IN EXERCISE of the powers conferred on me by sub section (2) of section 7 of the Court of Appeal for East Africa Act (Cap 7 of Laws of the East African Community, Vol I of Revised Edition, 1970), I, William Algernon Holwell Duffus, President of the Court of Appeal for East Africa do hereby designate the—

HONOURABLE MR JUSTICE ERIC JOHN EWAN LAW

to perform the functions of Vice President of the Court, with effect from 18th September, 1972

Dated this 23rd day of August, 1972

W A H DUFFUS,
President

GAZETTE NOTICE No 2898

THE INDUSTRIAL COURT

CAUSE No 2 OF 1972

Parties —

Kenya Motor Engineering and Allied Workers' Union
and

Motor Trade and Allied Industries Employers' Association

RULING ON AN APPLICATION FOR INTERPRETATION OF
THE COURT AWARD

This is an application for interpretation which the Respondents have made relating to the recommendation which the Court has made in its award in the above dispute. The Respondents' main points in support of their application are listed in their memorandum which accompanied the application. They also called Mr Julius Gecau who is the current President of the Federation of Kenya Employers, to come and give evidence on clause 10 of the Tripartite Agreement.

The Respondents' two main points in this application are that it is outside the jurisdiction of the Court to make any recommendations and that the Court should confine itself to making awards on the issues before it. Secondly they stated that the Court had made its recommendation because of insufficient evidence presented to it and they therefore called Mr Gecau to give evidence on the material point.

The Court in its award came to the conclusion that the provisions of clause 10 of the Tripartite Agreement had not been properly applied in this case as a result of which each worker had suffered a loss of Sh 300. The full details of this appear on pages 5 and 6 of the award and the Court made the following recommendation in its final paragraph —

"The Court has, however, pointed out earlier in the award how the 12 month wage freeze has affected the workers' total wages over the period of 24 months from 1st February, 1971, to 31st January, 1973. It is most unfortunate that this matter was not referred to the Court at the appropriate time in or about February, 1971. Since the Court cannot make an award on this particular point the Court has decided to recommend strongly to the parties concerned and the Government to see their way to rectify this situation as best as they can under the circumstances. The best possible way appears to be to give the Claimants an opportunity to negotiate a new collective agreement immediately but on the condition that the effective date of the new agreement is also subject to negotiation. The Court would like to state that a heavy responsibility devolves on the Government as an important signatory to the Tripartite Agreement to ensure that no injustice is done to either side."

The Court has made it very clear in the award that in accordance with the provisions of clause 10 (v) of the Tripartite Agreement the award of the Industrial Court in Cause No 9/70 is extended by another 12 months. But while coming to this conclusion also found, after going through the relevant provisions of the Tripartite Agreement, that they had not been properly applied. Accordingly the Court, having found that such a grave injustice was done to the workers, recommended to the parties to embark on immediate negotiations for a new collective agreement. The Court is aware that in pursuance of legal technicalities it can make awards on those matters only which are before it as issues in dispute.

The Court would like to stress that it has not made an award on this particular point and has made only a 'recommendation'. Since this particular matter did not strictly fall within the issue in dispute, if the Court had made an award it would have been fatal. The recommendation is not binding and if any party chooses to ignore it, it can do so but it would be doing so at its own risk.

The Court has always taken it upon itself to identify the areas which cause trouble in industrial relations in any particular industry which has a dispute before it and if such a matter is not covered by the terms of reference the Court draws the parties' attention to it and suggests a certain course of action through a recommendation. Were the Court not to do so then it being the final arbiter in these matters would be failing in its primary function of ensuring peace and stability in the industrial relations in the country.

The Court must reject the Respondents' contention that the Court should not make any recommendations. The Court will continue in future as it has done in the past to make awards on the issues in dispute and make recommendations on matters arising therefrom on which an award cannot be made because of the manner in which the issue is framed. It should be recorded that the trade union movement as a whole supports the Court in this as was put forward by Mr Denis Akumu, COTU's Secretary-General, during the hearing of this application. In fact Mr Akumu went as far as to say that were the Court not to do so then it would indeed be a sad day for our industrial relations systems in the country. The Court would like to record here that its recommendations are made on matters which are closely related to the issue in dispute before it, though not strictly within it and that the recommendations are made most sparingly.

The Court accordingly rejects the Respondents' first submission that the Court should not make recommendations. In any case the Court finds that this matter is not one which requires interpretation. The application therefore fails on this ground.

Now coming to the second point that the Court made its recommendation on insufficient evidence the Court is constrained to say that Mr Gecau's evidence has not persuaded it in any way to alter its original finding on the application of the various provisions of clause 10 of the Tripartite Agreement. Mr Gecau made it quite clear that he was giving his own personal opinion on how clause 10 of the Tripartite Agreement should be interpreted. He said that clause 10 is all inclusive. Mr Akumu, who is a signatory to the Tripartite Agreement, did not agree with Mr Gecau's interpretation, neither does the Court.

It has been pointed out in the Court award in this dispute that in earlier Motor Industry award (Cause No 9/70) para (v) of clause 10 of the Tripartite Agreement should have applied and not para (i). Mr Gecau said that the Tripartite Agreement was not to be operated in a manner which would be unfair to either the workers or the employers. The Court is also of the same view but if the employers' interpretation is upheld then each worker will have suffered a loss of Sh 300 in the Motor Industry.

Even on Mr Gecau's own interpretation the workers should have been granted their second wage increase of Sh 25 on 1st July 1971, which was due to them on 1st February, 1971. But the Respondents gave the workers this increment on 1st February, 1972. So even on Mr Gecau's interpretation the workers have suffered a loss.

Keeping all these points in view the Court is firmly of the view that its recommendation as set out hereinbefore is fair and just to all and would advise the parties to take immediate steps to comply with it otherwise it would lead to an explosive situation. It is to avoid industrial strife in the Motor Industry that the Court has made its recommendation. It is the Court's firm view that problems of this nature must be tackled at the earliest opportunity so that extreme measures are avoided. This is the purpose of the excellent industrial relations system to be found in our country at present.

Dated this 12th day of September, 1972

SAEED R. COCKAR,
President

T. OKELO ODONGO,
Vice President

J. MWANGI,
J. ABUOGA,
Members

GAZETTE NOTICE No 2899

THE INDUSTRIAL COURT

CAUSE No 10 OF 1972

Parties —

Kenya Union of National Parks Employees

and

Kenya National Parks

Issues in dispute —

- 1 Union's minimum wage demand of Sh 400 per month for its members
- 2 Closed shop
- 3 Refusal by management to wind up a gratuity scheme

1 The Kenya Union of National Parks Employees shall hereinafter be referred to as the Claimants and Kenya National Parks shall hereinafter be referred to as the Respondents.

2 The parties were heard in Nairobi on 30th May and 8th August, 1972, and relied on their written and verbal submissions.

In addition, the Claimants called the following witnesses —

Jackson Mwandawiro
Festo Asara
Mutua Mwatati

AWARD

3 The parties have not given any background leading up to this dispute except that the Respondents were critical of the Claimants in that they had publicly issued a threat to resort to strike on 7th December, 1971, without having resorted to negotiations at the parties' own level. The Claimants on the other hand accused the Respondents of having adopted a completely negative attitude towards their demands and alleged that they had reduced conciliation to a mere formality.

The parties signed the Notification of Dispute Form "A" on 3rd March, 1972, and the Labour Commissioner gave the appropriate certificate as required under the Trade Disputes Act on 7th March, 1972.

It is admitted that in 1968 the Claimants elected to be pegged against Government scales. New salary scales have been implemented in respect of National Parks employees from 1st July, 1971, from which date all of them also received increments. In all cases these were double the normal increments. The Respondents made available to the Court in their Appendix "B" to their written submission the revised basic wages schedules applicable to park assistants and subordinate staff showing the current and revised scales. This document is dated 31st December, 1971. On 31st December, 1971, the Labour Commissioner wrote to the Claimants' General Secretary a long letter and in the last three paragraphs he wrote as follows —

'Now that it has been confirmed that the salaries and other terms and conditions of service of the Kenya National Parks employees will be brought in line with the Kenya Government personnel, majority of the issues in dispute will automatically be cleared. In the light of the above, I would now like to confirm, once again, what we told you during our last meeting in the Permanent Secretary's office on 29th December, 1971, that this Ministry would not support the issues in dispute going to Industrial Court.

With respect to your other trade dispute which was being conciliated by Mr Wawire, please note that action is being taken separately, but in view of the decision by the Kenya National Parks regarding salaries, we do not intend to take any action in connexion with your demand for payment of minimum wage of Sh 400 per month. By copy of this letter, the Director, Kenya National Parks, is requested to give you and your members full details of salaries and other terms and conditions of employment.

Our advice, therefore, is that you accept what has now been offered and at the meantime call off this proposed strike as if it takes place, it will be regarded as unlawful. You are free to commence fresh negotiations with the management on any other issue not covered above."

The Claimants' arguments were based on —

- (a) That the Kenya Government was committed to a high wage policy and the effects of high wages would be beneficial to the economy of the country.
- (b) That the worker needed at least a sum of Sh 581 to meet his basic requirements and to achieve a reasonable standard of living.
- (c) That tourism was booming in Kenya and was amongst the top revenue earners in the country at present and since the Respondents' employees contributed towards this they were entitled to their proper share therein.
- (d) That the Government had not taken any action to absorb these employees into the Civil Service.

They elaborated the above points in great details in their written submission and during the hearing they criticized the Respondents for having bought 23 vehicles costing a sum of Sh 300,000 which in their submission was not necessary at all. They said that the Respondents had utilized this money wastefully rather than return it as part of unspent vote to the Treasury. They also submitted that the Respondents' top management were getting remuneration higher than their counterparts in the Civil Service, therefore they could not see any reason why their members should not also be on higher scales than their counterparts in the Government service.

The Claimants called three witnesses and made available another five. The witnesses stated on oath that they could not maintain themselves and their immediate dependants on their current wages. They also criticized the accommodation that was allotted to them by the Respondents and said that three of them were forced to share a room which was only 10 ft by 10 ft.

The Respondents challenged the Claimants' contention that the vehicles that they had purchased were not necessary and maintained that they were essential for the effective operation of the Kenya National Parks. They referred the Court to the appendices to their submissions in which the current wage scales were shown as follows —

	Sh
<i>Park Assistants</i>	360-550
<i>Rangers</i>	
Privates	215-290
Corporals	295-330
Sergeants	365-440
<i>Clerks</i>	
Ungraded	270-375
Graded	315-440
<i>Drivers</i>	
Grade 3	315-440
2	460-625
1	660-825
<i>Mechanics</i>	
Grade 3	315-440
2	460-825
1	870-1,065
<i>Artisans</i>	
Grade 3	315-440
2	460-625
1	660-825
<i>Labour</i>	
Nairobi	235-330
Nakuru	225-330
<i>All other areas—</i>	
Grade 3	145-175
2	205-250
1	275-330

In addition they said that the junior staff were housed. They submitted that a total of £114,000 has been spent on housing for junior staff since the financial year 1966-1967. During the current financial year 1971-1972 a total of £132,500 is to be spent for the same purpose. Of this sum £11,500 is earmarked for subordinate staff housing in the Aberdares National Park and a substantial amount of money has already been allocated on similar development in other parks. Therefore they submitted that they had dealt with their employees on a generous basis and were keeping in line with the Kenya Government Policy and the recommendations of the Ndegwa Commission.

The Court is aware that the Kenya National Parks is managed by a Board of Trustees by authority of an Act of Parliament as a Statutory Board and appointed by Government. It maintains very close relations with the Ministry of Tourism and Wildlife.

The Court cannot accept the Claimant's contention that the Kenya Government is committed to a high wage policy. The Claimants have based their claim on a declaration made at a meeting of East African Labour Ministers in Kampala on 20th August, 1962, but that meeting was a plenary one in preparation for the main tripartite labour conference held in Dar es Salaam on 15th and 16th November, 1962. The Respondents produced the minutes of that conference. So far as Kenya is concerned, it appears that the question of a wage policy has been examined at length by a tripartite committee set up by Government after the signing of the Tripartite Agreement and the Court was informed that the Government is examining these proposals and has not yet published its policy.

On the Claimants' other submission there can be little argument that workers in receipt of low wages undergo a certain amount of hardship. The Court appreciates their difficulties but then the national interest demands that the wage/salary formation in every dispute should take into account the harsh facts of life and the economic situation of the country at any given time. It is the aim of the Court to ensure a decent standard of living for the workers but at the same time the Court has to see that any award it makes is within the means of the industry concerned and that the overall economy of Kenya can withstand its effect without causing undesirable trends.

After a careful consideration of all the submissions and keeping the above points in view the Court has come to the conclusion that the Claimants have made out a case for some increase in the minimum wages paid to the Respondents' employees.

The Court cannot accept the Respondents' claim that they should be in line with the Civil Service scales because if that was the Government's intention then the Government should have absorbed these employees into the Civil Service. In fact a year ago the Court was told that this was being seriously contemplated but nothing has materialized so far.

The Court awards that those employees who are earning Sh 250 and less at present should be awarded a wage increase of Sh 15 per month on 1st January, 1973. The Court further rules that the present scales and incremental arrangements in force shall continue as before.

Closed Shop

The Claimants demand is that the benefits for which they fight and win should be extended only to their members because otherwise many workers were deriving benefits from their hardwork without contributing anything to them. They said this was a vital point for their survival as a trade union and quoted an extract from a labour economic review as follows —

'The non paying member who enjoys the benefits of trade unionism is like a member of the community who refuses to pay taxes for the upkeep of the schools, parks, police, fire departments, etc. and refuses to vote in the community's election. Such a citizen is not merely anti-social, he is a threat to the continued health and safety of the community. If he is permitted to get away with it others follow his example. The finances of the community could be weakened, community service could suffer, and possibly community peace and order could be supplanted by chaotic battles between the tax-payers and the non tax payers.'

It is similar in industrial relations. The non-member refuses to accept his social obligation. His fellow workers view him as self appointed person with special privilege. He is a threat to the Union and to the continued peace and order of the collective bargaining procedure. Dues-paying members view non members as an insult. The presence of non members creates a situation that is loaded with danger to peaceful relations and uninterrupted production."

The Claimants also submitted that the Respondents had at one time agreed to a closed shop system.

The Respondents denied any such agreement and pointed out that the records proved otherwise. They further argued that the principle of a closed shop system was not acceptable in Kenya as it infringes on the right of the individual to have freedom to make his own choice as to whether to become a union member or not. They referred the Court to the Constitution of Kenya to paragraphs 70 and 80 in Chapter 5 dealing with the freedom of the individual and the freedom to join any association or trade except with his own consent."

After a careful consideration of all the submissions the Court rejects the Claimants demand.

Refusal by Management to Wind Up a Gratuity Scheme

The Claimants submitted that the money accumulated under the gratuity scheme which was frozen in 1966 belongs to the workers concerned and under normal circumstances the gratuity benefits would be paid to the workers on the date of retirement, leaving or on the date of the termination of services. The reason for their demand was that this scheme was frozen unilaterally by the Management in 1966. They argued that the gratuity scheme was brought about by the two parties therefore it could only have been tampered with by consent of both the parties but since the Management froze the scheme unilaterally in 1966, when the NSSF commenced this gratuity scheme had matured automatically and the workers were entitled to be paid their gratuity benefits.

The Respondents referred the Court to the Government announcement in 1965 that amounts due from private schemes should be repaid in due course under ordinary rules of the private schemes. They further argued that since the introduction of the National Social Security Fund had not altered the rights of members in private schemes any proposal to wind up a private scheme and to pay out benefits because of the introduction of the NSSF cannot be justified.

The Court rejects the Claimants' demand to wind up and pay out the benefits under the gratuity scheme but rules that the Respondents should immediately issue a certificate to each employee showing the amount that is due to him under the frozen gratuity scheme. The Court can see no reason why such a certificate should not be issued.

Given in Nairobi this 15th day of September, 1972

SAEED R COCKAR,
President

J MWANGI,
J ABUOGA
Members

GAZETTE NOTICE No 2900

THE INDUSTRIAL COURT

CAUSE No 20 OF 1972

Parties —

Printing & Kindred Trades Workers' Union of Kenya
and
E A Paper Bag Manufacturers Ltd

Issues in dispute —

- 1 Wrongful termination of services of Mr Ramji Jadavji
- 2 Refusal to pay gratuity (redundancy) payment
- 3 Refusal by employers to grant annual leave

1 The Printing & Kindred Trades Workers' Union of Kenya shall hereinafter be referred to as the Claimants and E A Paper Bag Manufacturers Ltd shall hereinafter be referred to as the Respondents

2 The parties were heard in Mombasa on 17th and 18 August, 1972 and relied on their written and verbal submissions. In addition the Claimants called the following witnesses—

Milo Mwanja
Pole Kithome
Onyango Onyenyo
Mutunga Nguthe
Ramji Jadavji

AWARD

3 This dispute involves an elderly Asian, Mr Ramji Jadavji, a Factory Mechanic/General Fitter, who was employed by the Respondents until the end of October, 1967

The Court was told by the Claimants that Mr Jadavji started working for the Respondents in the year 1935 and had remained in the said employment for a period of 32 years. The letter of termination is dated 26th September, 1967 but according to Mr Jadavji he did not receive it until about 20th October 1967 when he came back from Jinja where he had been sent by his employers

In November, the Claimants intervened on his behalf and made the following demands —

- | | |
|---|-----------------|
| 1 Redundancy Compensation from 1935 to 1967 | |
| 32 years at the rate of 7 days a year | |
| $32 \times 7 \text{ days}$ | = 224 days |
| 2 Total Annual leave from 1935 to 1962 | |
| 27 years at the rate of 14 days a year | |
| $27 \times 14 \text{ days}$ | = 378 days |
| 3 Total Annual leave from 1964 to 1965 | |
| 1 year at the rate of 18 days per year | |
| $1 \times 18 \text{ days}$ | = 18 days |
| | <u>620 days</u> |

Total amount of money to be compensated at the rate of Sh 1,350 for a calendar month of 26 days $\frac{(620 \times 1,350)}{26}$ = Sh 32,115 40

On 14th December, 1967 the Respondents denied their liability for the aforesaid amount of Sh 32,115 40 and stated that Mr Jadavji's services had been terminated in accordance with his contract of service which required one month's notice

The matter was then referred to the Senior Labour Officer, Coast Province, where the Respondents reiterated their denial of any liability through their advocate. In a letter dated 23rd March, 1968 the advocate wrote that the Respondents maintained that Mr Jadavji was dismissed and not declared redundant and that since Mr Jadavji was dismissed they were not liable to pay him anything. Further correspondence continued between the Claimants' Branch Secretary, the Respondents and the Senior Labour Officer, Coast Province, and then the matter was referred by the Claimants to their head of office in Nairobi

After the failure of conciliation at provincial level the Claimants officially reported a dispute to the Minister for Labour on 23rd November, 1971. The dispute was accepted but the matter could not be settled and the parties signed the Notification of Dispute Form "A" on 29th January, 1972 after some delay caused by the Respondents who wanted to frame the issues differently. The certificates as required under the Trade Disputes Act from the Labour Commissioner and the Minister for Labour were signed on 22nd March, 1972

The Claimants strongly submitted that the Respondents had exploited this particular worker in the true sense of the word in that after having rendered loyal and faithful service to them for 32 years his services were terminated on an alleged one month's notice. The Claimants stated that at or about the same time the Respondents had written to them that they found it necessary to declare 32 of their employees redundant and gave an assurance that the relevant clause of the Industrial Relations Charter will be complied with and the workers concerned would be compensated according to the negotiated agreement

The Claimants pointed out that the aforesaid 32 workers were all Africans and they were given their due benefits but Mr Jadavji, being an Asian in receipt of a salary of Sh 1,350 p.m., was not included in this list of redundant employees, instead the Respondents typed his notice of termination four days before they declared the other workers redundant. They strongly maintained that Mr Jadavji was also in fact declared redundant but the Respondents did not include him among the other workers because his benefits were far more and they wanted to avoid paying him the severance pay on redundancy

The Claimants maintained that as far as all the workers were concerned they were employed as far back as 1935 by one Mr M Patel who, to all intents and purposes, continue to be their employer even today. All the Claimants' five witnesses testified to this effect on oath

In these circumstances the Claimants asked the Court to award their demand in full because annual leave these days was not a privilege granted by an employer but was a worker's right

The Respondents on the other hand submitted that from 1935 to 1956 Mr Jadavji was employed by a firm called Colonial Industries & Merchantile Agency Ltd, subsequently known as Kenya Agencies & Mercantile Agency Ltd and he joined the Respondents in April, 1956, when they were established. He was confirmed in his employment and was given a letter of appointment in October, 1959. The Respondents denied any liability in respect of compensation on wrongful termination of Mr Jadavji's services and said that this claim was an afterthought

On the claim for severance pay on redundancy the Respondents submitted that Mr Jadavji was never made redundant and that his name never appeared on the redundancy list and it must therefore be assumed that his services were terminated in accordance with the terms of his contract. He was therefore not entitled to severance pay on redundancy

On the third issue the Respondents submitted that the Collective Agreement between the parties requires an employee to give notice of at least 15 days of his intention of going on leave to the Respondents, and further it is clearly laid down in para 3 (f) of the said Agreement that leave must be accumulated only up to a period of two years. Therefore the maximum amount payable should be restricted to two years. They added that they could find no record of Mr Jadavji having applied for and refused leave and although he had not taken his full entitlement he did take some leave in August, 1960, November, 1963, September, 1964, April/May, 1966, July 1967 and August, 1967. In the last two years of his employment he took 34 days leave against an entitlement of 36 days so the maximum payable was only two days

The Recognition Agreement between the parties was signed on 1st July, 1962 and the relevant Collective Agreement relating to the Respondents' employees was signed on 3rd July, 1967 and was effective from 1st June, 1967 for a period of 24 months. In this agreement clause 3 deals with annual leave and 3 (f) reads as follows—

Up to two years' annual leave entitlement may be accumulated by mutual agreement between the Company and an employee'

Clause 8 provides for termination of employment and clause 9 covers redundancy. Since clause 9 is very relevant to this dispute it is reproduced below in full—

'In the event of redundancy, the Union shall be informed of the reasons and the extent of the intended redundancy, the principle of 'Last in, First out' shall be adopted in the particular category of employees affected subject to all other factors such as skill, relative merit, ability and reliability being equal in the opinion of the Company

Subject to the provisions of the National Social Security Fund Act, any employee declared redundant shall be compensated as follows—

- (a) for an employee with less than two years' continuous service with the Company—Nil,
- (b) for an employee with two or more years' continuous service—One week's basic pay for every completed year of service

After a careful consideration of all the submissions and the evidence of the Claimants' witnesses the Court has come to the conclusion that Mr Jadavji was in fact declared redundant. The Court accepts the Claimants' contention that since his dues under severance pay on redundancy were far more than any of the other 32 African employees who were declared redundant along with him, the Respondents wanted to avoid such payment to him. For this reason they decided to type out his notice of termination on 26th September which they did not hand him until late October 1967

The Court notes that the Claimants have not asked for any compensation for wrongful termination of his services. Their demands in fact are as set out hereinbefore in the award. Accordingly issue one is disposed of. On the second issue, the Court having found that Mr Jadavji was declared redundant, he is entitled to severance pay on redundancy. The Court would

like to add that Mr Jadavji gave evidence on oath and clearly stated that he was called by the management and told that since there was a need to reduce staff he would have to go along with some other employees. It is significant that he was not cross examined at all. The Claimants' shopsteward, Mr Nguthe, also confirmed that Mr Jadavji was declared redundant along with the other 32 African employees.

The question now before the Court is whether to grant Mr Jadavji severance pay for his service from 1935 or from 1956 when the Respondents came into being. The Court has very carefully considered this particular point but finds that it would be stretching the principles of equity too far to impose on the Respondents a burden in respect of an employee's services rendered to their predecessors. There is no reliable evidence before the Court to show that the Respondents had taken over all the workers' past services when they came into being in 1956. The Court also notes that none of the 32 Africans who were declared redundant in October, 1967, received any benefits in respect of services prior to 1956. In these circumstances it would not only be wrong in law but it would also seriously offend the principles of natural justice to burden the Respondents with liabilities in respect of service rendered to another employer. The Court would like to point out that the Colonial Industries and Mercantile Agency Ltd, subsequently known as Kenya Agencies and Mercantile Agency Ltd, are still in existence. In any case it was up to the workers and/or their Union to have pursued their claims with that firm.

Now coming to the question of payment in respect of annual leave the Court finds that clause 3 (f) of the Collective Agreement is very clear in that a worker is entitled to accumulate his leave up to two years. The Court finds that Mr Jadavji was not granted his annual leave as alleged by the Claimants but his claim is restricted by this clause in the Collective Agreement. The Court therefore finds, despite the fact that Mr Jadavji took 34 days leave in 1966 and 1967 that his two years' leave prior to that, is accumulated and he is entitled to payment in respect thereof. So the Court awards that Mr Jadavji is entitled to 42 days' payment in lieu of annual leave.

The Court is also satisfied on the evidence that Mr Jadavji was not given appropriate notice of termination of his services and he is therefore entitled to one month's pay in lieu thereof.

The Court having found that Mr Jadavji is entitled to redundancy pay from 1956 to 1967 for 11 years making in all 11 weeks and 42 days' annual leave and one month's pay in lieu of notice, the Court has decided, in view of the fact that Mr Jadavji has been denied this money for almost five years, that he should get interest on the amount due to him at the rate of 6 per cent per annum from 1st November, 1967, to 31st August, 1972.

To sum up the Court award, Mr Jadavji is entitled to the following —

	<i>Sh cts</i>
1 Redundancy compensation from 1956 to 1967 (11 weeks)	3,424 08
2 Annual leave entitlement for 42 days	1,867 68
3 One month's pay in lieu of notice	1,350 00
	<hr/> 6,641 76
Interest at 6 per cent from 1st November, 1967 to 31st August, 1972, on this amount	1,932 06
Total	<hr/> 8,573 82

Given in Nairobi this 13th day of September, 1972

SAEED R COCKAR,
President

J CARROLL,
J ABUOGA,
Members

GAZETTE NOTICE No 2901

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, Kenya School of Law, Nairobi.

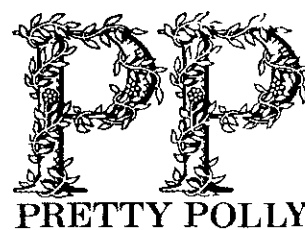
Applications for registration in Part A of the Register are shown with the official number unaccompanied by any letter. Applications for Part B are distinguished by the letter B prefixed to the official number.

The undermentioned applications are proceeding in the name of KENSONS Partners Devchand Gosar Shah, Hansa Sobhagchand Haria, Jayantilal Khimji Haria, Liladhar Mepa Shah, general merchants, of P O Box 44903, Nairobi 3rd August 1972.

ALL IN CLASS 25—SCHEDULE III

Galaxy

19633 —Ready made clothing and hosiery



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

19634 —Ready made clothing and hosiery

'Eve'

19635 —Ready-made clothing and hosiery

The undermentioned applications are proceeding in the name of A/S DUMEX (DUMEX LIMITED) a Danish company, manufacturers, of 37, Prags Boulevard, DK 2300 Copenhagen S, Denmark, and c/o Messrs Kaplan & Stratton, advocates, P O Box 40111, Nairobi 1st December 1970.

IN CLASS 30—SCHEDULE III

MALTEX

B 18114 —Malt preparations from cereal To be associated with TMA Nos B 18115, B 18116 and B 18117

IN CLASS 31—SCHEDULE III

MALTEX

B 18115 —Malt To be associated with TMA Nos B 18114, B 18116 and B 18117

IN CLASS 32—SCHEDULE III

MALTEX

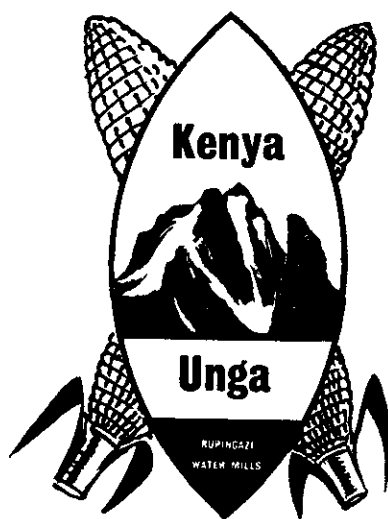
B 18116 —Beer, ale and porter of malt extract To be associated with TMA Nos B 18114, B 18115 and B 18117

IN CLASS 33—SCHEDULE III

MALTEX

B 18117—Malt liquors To be associated with TMA Nos B 18114 B 18115 and B 18116

IN CLASS 30—SCHEDULE III



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

19705—Sifted and unsifted flour-maize RUPINGAZI WATER MILLS, a company duly registered under the laws of the Republic of Kenya Partners Munyambu Aluan Ndwiga Karanga, Mrs Ruth Nyambura Karanga, manufacturers and merchants of P O Box 20, Embu 6th September, 1972

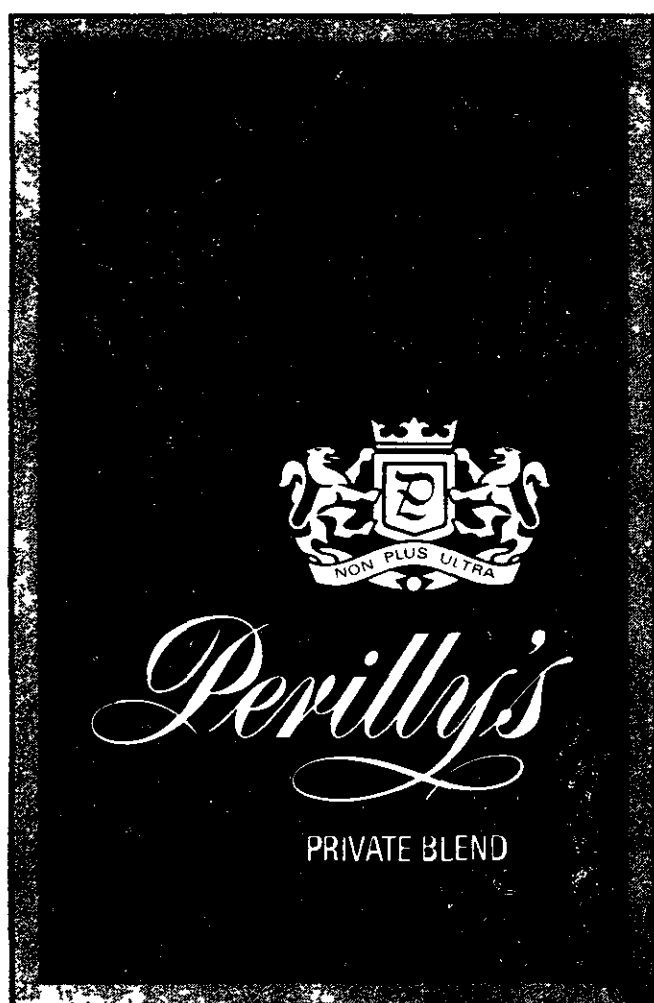
IN CLASS 32—SCHEDULE III

TANG

By consent under rule 42 (2) of the Trade Marks Rules

19105—Non alcoholic beverages and preparations for making same GENERAL FOODS CORPORATION a corporation organized and existing under the laws of the State of Delaware, manufacturers and merchants of 250 North Street, City of White Plains State of New York 10602, United States of America, and c/o Messrs Kaplan & Stratton advocates, P O Box 40111, Nairobi 9th November, 1971

IN CLASS 34—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the letter P and the words Private Blend

19558—All goods included in Class 34 ST REGIS TOBACCO CORPORATION LIMITED, a company organized and existing under the laws of Liechtenstein, of Staedtle 380, Vaduz, Liechtenstein, and c/o Messrs Hamilton Harrison & Mathews, advocates, P O Box 30333, Nairobi 15th June, 1972

IN CLASS 5—SCHEDULE III

ARAMIS

18898—Deodorants, medicated toilet preparations, medicated beauty preparations, allergy tested skin preparations personal deodorants for use by men ESTEE LAUDER COSMETICS LTD, a corporation organized and existing under the laws of the Province of Ontario, Dominion of Canada, 207 Queens Wuay West, Toronto Ontario, Canada, and c/o Messrs Atkinson, Cleasby & Satchu, advocates, P O Box 90121, Mombasa 23rd August 1971

APPLICATION AMENDED AFTER ADVERTISEMENT

19156—Advertised under Gazette Notice No 1475, page 501, Kenya Gazette dated 19th May, 1972, and c/o Messrs Daly & Figgis, advocates, P O Box 40034, Nairobi

Trade mark amended to "BALARINUM"

APPLICATION ADVERTISED BUT NOT PROCEEDING

BONUS IN CLASS 25—SCHEDULE III

19568—Advertised under Gazette Notice No 2024, page 724, Kenya Gazette dated 14th July, 1972, and c/o Dipak Emporium P O Box 10474, Nairobi

CORRIGENDUM

19478—Advertised under Gazette Notice No 2733 page 987 Kenya Gazette dated 8th September, 1972 The Trade Mark No should be as hereunder —

19479

INTENDED REMOVAL THROUGH NON PAYMENT OF RENEWAL FEES

TM No	Trade Mark	Name
38	RED SPADE	B A T Kenya Ltd
102	FIST DEVICE	B A T Kenya Ltd

Nairobi,
15th September, 1972

D J COWARD,
Registrar of Trade Marks

GAZETTE NOTICE NO 2902

THE TRADE MARKS ACT

(Cap 506)

REGISTERED USER

IT IS hereby notified for general information that the following was on the 7th September, 1972, registered as a Registered User of the trade marks listed below and was entered in the Register in respect of the goods stated —

Registered Proprietor—The Gillette Company, of Prudential Tower Building, City of Boston, Commonwealth of Massachusetts, U S A

Registered User—Gillette Industries Limited, of Gillette Corner, Great West Road, Isleworth, Middlesex, England

Address for service—C/o Messrs Kaplan & Stratton, advocates, of P O Box 40111, 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 the Registered Proprietor owns sufficient share capital of Gillette International Capital Corporation to enable the Registered Proprietor to appoint or elect a majority of the Directors of Gillette International Capital Corporation who, in turn, owns sufficient share capital of the Registered User to appoint or elect a majority of the Directors of the Registered User

2 It is not a term of the relationship between the parties that User is to be the sole Registered User

3 The proposed permitted use is to be without limit of period

Trade Mark No 7365—"PAPER MATE" in Class 39 (Schedule II) in respect of writing implements and inks (stationery) (Advertised under Gazette Notice No 1296, page 392, Kenya Gazette dated 2nd April, 1957)

Trade Mark No 8302—"DOUBE HEARTS DESIGN" in Class 16 (Schedule III) in respect of writing appliances and drawing instruments and parts and fittings therefor including in Class 16, inks (stationery) materials for writing and for drawing office requisites (other than furniture), and stationery (Advertised under Gazette Notice No 804, page 213, Kenya Gazette dated 26th February, 1963)

Representations of the above trade marks can be seen at the Trade Marks Registry, Kenya School of Law, Nairobi, and in the publications of the Kenya Gazette indicated above

D J COWARD,
Registrar of Trade Marks

GAZETTE NOTICE No 2903

THE TRADE MARKS ACT

(Cap 506)

REGISTERED USER

IT IS hereby notified for general information that the following was on the 12th September, 1972, registered as a Registered User of the trade marks listed below and was entered in the Register in respect of the goods stated —

Registered Proprietor—Sperry Rand Corporation, of 1290 Avenue of the Americas, New York, New York 10019, United States of America

Registered User—Sperry Rand Limited, of Remington House, 65 Holborn Viaduct, London, E C 1, England

Address for service—C/o Messrs Kaplan & Stratton, advocates, of P O Box 40111 Nairobi

Conditions or restrictions —

- 1 The trade marks are to be used by the User in relation to the goods only so long as the User is completely controlled by the Registered Proprietor
- 2 The User is not to be the sole Registered User
- 3 The proposed permitted use is without limit of period

Trade Mark No 16299—“SPERRY” in Class 9 in respect of scientific, nautical surveying and electrical apparatus and instruments (including wireless), photographic, cinematographic, optical, weighing measuring, signalling, checking (supervision, lifesaving and teaching apparatus and instruments coin or counterfreed apparatus, talking machines, cash registers, calculating machines, fire extinguishing apparatus (Advertised under Gazette Notice No 961, page 275, Kenya Gazette dated 28th March, 1969)

Trade Mark No 16300—“SPERRY” in Class 12 in respect of instruments and apparatus for navigation of vehicles in the air, in the water and on land, steering and stabilizing apparatus and plant for ships and aircraft (Advertised under Gazette Notice No 961 page 275, Kenya Gazette dated 28th March, 1969)

Representations of the the above mentioned trade marks can be seen at the Trade Marks Registry, Kenya School of Law, Nairobi, and in the publications of the Kenya Gazette indicated above

D J COWARD
Registrar of Trade Marks

GAZETTE NOTICE No 2904

THE TRADE MARKS ACT

(Cap 506)

REGISTERED USER

IT IS hereby notified for general information that the following was on the 12th October, 1971, registered as a Registered User of the trade mark listed below and entered in the Register in respect of the goods stated —

Registered Proprietor—Brooke Bond Liebig Limited, of 35 Cannon Street London, E C , England

Registered User—Brooke Bond Liebig (Kenya) Limited, of Stanbank House, Government Road, P O Box 42011, Nairobi

Address for Service—C/o Messrs Atkinson Cleasby & Satchu advocates, of P O Box 90121, Mombasa

Conditions or restrictions —

- 1 Brooke Bond Liebig Kenya Limited is a wholly owned subsidiary company of Brooke Bond Liebig Limited

- 2 It is proposed that Brooke Bond Liebig (Kenya) Limited, may be entered in the Register as a Registered User of the said trade mark in respect of all the goods for which it will be registered subject to the following conditions and restrictions—

The trade mark is to be used by the Registered User in relation to the goods only so long as the Registered User is completely controlled by the Registered Proprietor

- 3 The proposed permitted use is without limit of period and the proposed Registered User is not intended to be a sole Registered User

Trade Mark No B 19037—“KENLURE” in Class 28 in respect of artificial flies for fishing (Advertised under Gazette Notice No 454, page 178, Kenya Gazette dated 18th February, 1972)

A representation of the above trade mark can be seen at the Trade Marks Registry, Kenya School of Law, Nairobi, and in the publication of the Kenya Gazette indicated above

D J COWARD,
Registrar of Trade Marks

GAZETTE NOTICE No 2905

THE TRADE MARKS ACT

(Cap 506)

REGISTERED USER

IT IS hereby notified for general information that the following was on the 4th September, 1972, registered as a Registered User and entered in the Register of Trade Marks in respect of the goods stated —

Registered Proprietor—Brooke Bond Liebig Limited, of 35 Cannon Street, London, E C 4, England

Registered User—Brooke Bond Liebig (Kenya) Limited, of P O Box 2011, Nairobi

Address for Service—C/o Messrs Hamilton Harrison & Mathews, advocates, of P O Box 30333, Nairobi

Conditions or restrictions —

- 1 The trade marks are to be used by the Registered User on or in relation to the goods only so long as the Registered User remains a wholly owned subsidiary of the Registered Proprietor

- 2 The Registered User shall not be the sole Registered User

- 3 The proposed permitted use shall be without limit of period

Trade Mark No 18423—“CASHEL VALLEY” in Class 29 in respect of meat fish, poultry and game, meat extracts, preserved dried and cooked fruits and vegetables, jellies, jams eggs, milk and other dairy products, edible oils and fats preserves, pickles (Advertised under Gazette Notice No 2375, page 884 Kenya Gazette dated 3rd September, 1971)

Trade Mark No 18760—“LEAF & CUBE Device” in Class 29 in respect of all goods included in Class 29 (Advertised under Gazette Notice No 2459, page 916, Kenya Gazette dated 9th October, 1971)

Trade Mark No 18761—“LEAF & CUBE Device” in Class 30 in respect of all goods included in Class 30 (Advertised under Gazette Notice No 2459, page 916, Kenya Gazette dated 10th September, 1971)

Representations of the the above mentioned trade marks can be seen at the Trade Marks Registry, Kenya School of Law Nairobi, and in the publications of the Kenya Gazette indicated above

D J COWARD,
Registrar of Trade Marks

GAZETTE NOTICE No 2906

THE TRADITIONAL LIQUOR ACT, 1971

(No 26 of 1971)

NANDI TRADITIONAL LIQUOR LICENSING BOARD

(Special Meeting)

DULY authorized by the Provincial Commissioner, Rift Valley Province, a special meeting of the Nandi Traditional Liquor Licensing Board will be held in the District Commissioner's Conference Room on 2nd October, 1972, at 10 a m

Dated this 1st day of September, 1972

A O SHURIA,
Chairman
Nandi Traditional Liquor Licensing Board

GAZETTE NOTICE No 2907

THE TRADITIONAL LIQUOR ACT, 1971

(No 26 of 1971)

BUSIA TRADITIONAL LIQUOR LICENSING BOARD

THE next statutory meeting of the Busia Traditional Liquor Licensing Board will be held in the District Commissioner's office, on Monday 4th December, 1972, at 10 a m, to consider applications for Traditional Liquor licences

Applications for renewals, removals, transfers and licences to manufacture or to sell Traditional Liquor must reach the District Commissioner, P O Box 14, Busia (Kenya) on or 20th October, 1972 Any application not received by this date will only be considered if it is received before 8th November, 1972 on payment of a late fee of K Sh 20

Applicants for new licences and transfers must appear in person or be represented by an advocate before the Licensing Board Attendance of applicants for renewals is optional unless there are objections, in which case attendance is desirable

Applicants are advised to submit their applications by registered post

J C ODIMA,
Chairman
Busia Traditional Liquor Licensing Board
Busia
6th September, 1972

GAZETTE NOTICE No 2908

THE TRADITIONAL LIQUOR ACT, 1971
(No 26 of 1971)

TURKANA TRADITIONAL LIQUOR LICENSING BOARD

THE next statutory meeting of the Turkana Traditional Liquor Licensing Board will be held in the office of the District Commissioner, Turkana, on 4th December, 1972 at 10 a.m.

Applications for new licences renewals and transfers should be submitted to the District Commissioner, Turkana District, P.O. Lodwar via Kitale, on or before 15th October 1972. Applications received later than this date will only be considered if received on or before 15th November 1972, on payment of late fee of K Sh 20.

Applicants for new licences must appear in person or be represented by an advocate before the Traditional Liquor Licensing Board. Attendance for renewals is optional unless there are objections in which case attendance is desirable.

R. A. RIYAMY

Chairman

Turkana Traditional Liquor Licensing Board

GAZETTE NOTICE No 2909

THE TRADITIONAL LIQUOR ACT, 1971
(No 26 of 1971)

MARSABIT TRADITIONAL LIQUOR LICENSING BOARD

NOTICE is hereby given that the next statutory meeting of the Marsabit Traditional Liquor Licensing Board will be held in the District Commissioner's office, Marsabit, on Monday, 4th December, 1972, at 10 a.m.

Applications to be considered at this meeting, whether for new licences renewals or transfers, must be received in the office of the District Commissioner, P.O. Marsabit, on or before Friday, 20th October, 1972, on the appropriate forms which are obtainable from the District Commissioner's office, Marsabit. Any application received on or after Saturday, 21st October 1972, may be considered if it is received before Friday, 3rd November, 1972, on payment of an additional fee of K Sh 20.

Applicants for new licences and transfers must appear in person or be represented by an advocate before the Licensing Board. Attendance before the Board of applicants for renewals is optional unless there are objections in which case attendance is desirable.

C. N. CHOMBA

Chairman

Marsabit
31st August 1972

Marsabit Traditional Liquor Licensing Board

GAZETTE NOTICE No 2910

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
86/72	Benjamin Jiru	Runyenjes Embu	25-7-70	Intestate
87/72	Miguel Joaquim Emérico Felix Paes	Nairobi	7-6-72	Intestate
88/72	Michael Benefict Mwangemi Nzio-ka	Nairobi	28-5-72	Intestate
89/72	Bernard Benedict Bangua	Nairobi	24-4-71	Intestate

Nairobi,
15th September, 1972

M. L. HANDA,
Deputy Public Trustee

GAZETTE NOTICE No 2911

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 87 OF 1972

By Phulwant Singh s/o Hari Singh, of 14, St Mary's Crescent, Leamington Spa, Warwickshire in England one of the sons of the deceased and the only surviving executor named in his will through G. S. Pall Esq., advocate of Nairobi, for a grant of probate of the will of Hari Singh s/o Massa Singh (also known as Hari Singh s/o Massa Singh Lota), of Nairobi in Kenya, who died at Nairobi on the 1st day of December, 1969.

(2) CAUSE No 179 OF 1972

By Pyrali Kassamali Esmail of P.O. Box 46552, Nairobi in Kenya, the sole executor named in the will of the deceased, through Messrs Esmail and Esmail, advocates of Nairobi, for a grant of probate of the will of Sakinabai Jivan Jivani of Nairobi aforesaid, who died at Nairobi on the 14th day of February, 1971.

(3) CAUSE No 270 OF 1972

By John Mostyn Silvester of Messrs Hamilton Harrison & Mathews advocates of Nairobi, of P.O. Box 30333, Nairobi in Kenya on behalf of (1) Mervyn Talbot Rice of Norfolk in England and (2) Christopher Buxton of Surrey in England, the executors appointed in the will of the deceased, through Messrs Hamilton Harrison & Mathews, advocates of Nairobi, for resealing in Kenya the grant of probate granted on the 19th day of October, 1971 by the Principal Probate Registry of the Family Division of the High Court of Justice in England at London of the will of Jean Carlile Buxton of London in England, who died at London on the 9th day of June, 1971.

(4) CAUSE No 271 OF 1972

By Richard Donald Croft Wilcock of P.O. Box 10201, Nairobi in Kenya, the executor appointed in the will of the deceased through Messrs Archer & Wilcock, advocates of Nairobi, for a grant of probate of the will of Martha Piers of Nairobi aforesaid who died at Johannesburg in South Africa, on the 13th day of April, 1972.

(5) CAUSE No 269 OF 1972

By Jenabai Hassanali Rehemtulla of P.O. Box 787 Nairobi in Kenya the widow of the deceased, through Messrs J. K. Winayak & Co. advocates of Nairobi for a grant of probate of the will of Hassanali Rehemtulla of Nairobi aforesaid, who died at Nairobi on the 8th day of January, 1964.

(6) CAUSE No 272 OF 1972

By Meghji Hemraj Shah of P.O. Box 42930, Nairobi in Kenya, the widower of the deceased, through Messrs Maini & Patel, advocates of Nairobi, for a grant of letters of administration intestate of the estate of Maniben Meghji Shah of Nairobi aforesaid, who died at Nairobi on the 24th day of August 1970.

(7) CAUSE No 47 OF 1972

By Mirabeau Humberto Da Gama Rose of P.O. Box 40286, Nairobi in Kenya, as an attorney of (1) Leonidas Doukas and (2) Dimitrios Alexander Sarikas, both of Arusha in Tanzania, the executors named in the will of the deceased, through Messrs Shapley Barret Ennion Marsh & Co., advocates of Nairobi, for resealing in Kenya, the grant of probate granted on the 29th day of October 1971, by the High Court of Tanzania at Arusha, of the will of Constantine Hector Piperas (otherwise known as Costas (Constantinos) Hector Piperas of Arusha aforesaid who died on the 26th day of December, 1970, at Nairobi in Kenya.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 6th October, 1972.

M. F. PATEL,
Nairobi
18th September, 1972
Senior Deputy Registrar
High Court of Kenya Nairobi

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

GAZETTE NOTICE No 2912

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 11 of 1972

By Surajben Bhailalbhaj Patel and Rameshchandra Bhailalbhaj Patel of P O Box 108, Kericho in Kenya, through K S Shah, Esq, advocate of Kericho, for a grant of letters of administration intestate of the estate of the late Bhailalbhaj Bhulabhaj Patel, of P O Box 108, Kericho, who died at Kericho, on the 14th day of May, 1970

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

Nakuru, 9th September, 1972
R P MAINI,
District Delegate
High Court of Kenya Nakuru

GAZETTE NOTICE No 2913

NARENDRA DEVCHAND SHAH ALIAS NARENDRA
DEVCHAND VRAJPAL GUDKA, DECEASED

NOTICE is hereby given, pursuant to section 29 of the Trustee Act (Cap 167), that any person having a claim against or interest in the estate of the late Narendra Devchand Shah Alias Narendra Devchand Vrajpal Gudka, late of Mombasa in the Republic of Kenya, who died on the 17th day of December 1970, at Mombasa, is hereby required to send particulars in writing of his or her claim or interest to the undersigned before the 31st day of October, 1972, after which date the administrator will distribute the estate amongst 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 this 1st day of September, 1972

U K DOSHI & DOSHI,
Advocates for the Administrator
P O Box 80725, Mombasa

GAZETTE NOTICE No 2914

THE BANKRUPTCY ACT
(Cap 53)

NOTICE OF DIVIDEND

Debtors names —(1) Hassanali Hussein S Verjee (2) Rahemtulla Hussein S Verjee (3) Saleh Verjee (4) Sultan Verjee
Address —Plot No 19, Section X, Rassim Road, Mombasa
Description —Employees
Court —High Court of Kenya at Nairobi
No of matter —Mombasa BC 1 of 1967
Amount per £ —R H S Verjee—cents 65, Saleh Verjee—cents 24, Sultan Verjee—cents 21
First or final or otherwise —First and final
When payable —5th October, 1972
Where payable —At my office, Harambee Avenue, P O Box 30031, Nairobi

Nairobi, 15th September, 1972
J N KING'ARUI,
Deputy Official Receiver

GAZETTE NOTICE No 2915

THE BANKRUPTCY ACT
(Cap 53)

NOTICE OF DIVIDEND

Debtor's name —Hassanali Hasham Jiwa
Address —Formerly of P O Box 3189, Nairobi
Description —Salesman
Court —High Court of Kenya at Nairobi
No of matter —BC 47 of 1956
Amount per £ —Cents 89
First or final or otherwise —First and final
When payable —5th October, 1972
Where payable —At my office, Harambee Avenue, P O Box 30031, Nairobi

Nairobi, 15th September, 1972
J N KING'ARUI,
Deputy Official Receiver

GAZETTE NOTICE No 2916

THE BANKRUPTCY ACT
(Cap 53)

NOTICE OF DIVIDEND

Debtors names —(1) Shankerbhai Raojbhai Patel and (2) Jiwa bhai Dwarkadas Patel, trading as Empire Stores
Address —Formerly of P O Box 78, Nanyuki
Description —Formerly traders
Court —High Court of Kenya at Nairobi
No of matter —BC 62 of 1957
Amount per £ —Cents 62
First or final or otherwise —Second and final
When payable —5th October, 1972
Where payable —At my office, Harambee Avenue, P O Box 30031, Nairobi

Nairobi, 15th September, 1972
J N KING ARUI,
Deputy Official Receiver

GAZETTE NOTICE No 2917

THE BANKRUPTCY ACT
(Cap 53)

NOTICE OF DIVIDEND

Debtors names —(1) Meghji Kachra Shah and (2) Ratilal Dharamshi Shah, trading as Mount Kenya Provision Stores and Naro Moru Provision Stores
Address —P O Kiganjo, Nyeri
Description —Traders
Court —High Court of Kenya at Nairobi
No of matter —BC 18 of 1967
Amount per £ —(1) Sh 1/50—Mount Kenya Provision Stores (2) Cents 39 joint estate
First or final or otherwise —Second and final
When payable —5th October, 1972
Where payable —At my office, Harambee Avenue, P O Box 30031, Nairobi

Nairobi, 15th September, 1972
J N KING'ARUI,
Deputy Official Receiver

GAZETTE NOTICE No 2918

THE BANKRUPTCY ACT
(Cap 53)

NOTICE OF DIVIDEND

Debtor's name —Harry Raymond Wahtley
Address —P O Box 635, Nakuru
Description —Company Director
Court —High Court of Kenya at Nairobi
No of matter —BC 29 of 1959
Amount per £ —Cents 15
First or final or otherwise —Third and final
When payable —5th October, 1972
Where payable —At my office, Harambee Avenue, P O Box 30031, Nairobi

Nairobi, 15th September, 1972
J N KING'ARUI,
Deputy Official Receiver

GAZETTE NOTICE No 2919

THE BANKRUPTCY ACT
(Cap 53)NOTICE OF INTENDED DIVIDEND
(Under Composition)

Debtor's name —Robert Ngethe
Address —P O Box 4190, Nairobi
Description —Building Contractor
Court —High Court of Kenya at Nairobi
No of matter —BC 6 of 1966
Last day for receiving proofs —5th October, 1972
Trustee's name —Official Receiver
Address —P O Box 30031, Nairobi

Nairobi, 15th September, 1972
J N KING'ARUI,
Deputy Official Receiver

GAZETTE NOTICE No 2920

THE BANKRUPTCY ACT
(Cap 53)NOTICE OF INTENDED DIVIDEND
(Summary Case)

Debtors names—(1) Girdharlal Madhavji Raithatha and (2) Maganlal Bhavindas Shah formerly trading as Uganda Produce Agency
Address—P O Box 1778, Nairobi
Description—Trader
Court—High Court of Kenya at Nairobi
No of matter—B C 101 of 1961
Last day for receiving proofs—5th October, 1972
Trustee's name—Official Receiver
Address—P O Box 30031, Nairobi

Nairobi,
15th September, 1972

J N KING'ARUI,
Deputy Official Receiver

GAZETTE NOTICE No 2921

THE BANKRUPTCY ACT
(Cap 53)

NOTICE OF INTENDED DIVIDEND

Debtor's name—Leon Zuckerman (deceased)
Address—Nairobi
Description—Formerly a Company Director
Court—High Court of Kenya at Nairobi
No of matter—B C 72 of 1958
Last day for receiving proofs—5th October, 1972
Trustee's name—Official Receiver
Address—P O Box 30031, Nairobi

Nairobi
15th September, 1972

J N KING'ARUI,
Deputy Official Receiver

GAZETTE NOTICE No 2922

THE BANKRUPTCY ACT
(Cap 53)

NOTICE OF INTENDED DIVIDEND

Debtor's name—Ebrahimjee Amjee
Address—P O Kwale
Description—Merchant
Court—High Court of Kenya at Mombasa
No of matter—B C 3 of 1966
Last day for receiving proofs—6th October, 1972
Trustee's name—Official Receiver
Address—P O Box 80366, Mombasa

Mombasa,
8th September, 1972

I S ONYANGO-OGOLA
for Official Receiver

GAZETTE NOTICE No 2923

THE COMPANIES ACT
(Cap 486)

NOTICE OF DIVIDEND

IN BANKRUPTCY AND WINDING UP CAUSE No 1 OF 1965
 Re Stella Estates Limited (In Liquidation)

Name of company—Stella Estates Limited
Address of registered office—City Mansions Government Road, Nairobi
Registered postal address—P O Box 873, Nairobi
Nature of business—Plantation owners
Court—High Court of Kenya at Nairobi
No of matter—Bankruptcy and Winding-up Cause No 1 of 1965
Amount per Sh 100—Sh 9/90
First and final or otherwise—Second and final
When payable—Immediately
Where payable—Office of the Official Receiver, State Law Offices, Harambee Avenue, Nairobi

J N KING'ARUI,
Deputy Official Receiver and Liquidator

GAZETTE NOTICE No 2924

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
7460	Malaika Enterprises (Kenya) Limited
7503	Kenya Freedom Building Contractors Limited
7504	Lake Sales Limited
7570	Konaria Farmers Limited
7728	Electrical Combine Limited
7786	Wanainchi Sea Products Distributors Limited
7861	Tindiret Enterprises Limited
7908	Magikaki Limited
7892	Matungulu Farmers Company Limited
7899	Mwinani Trading Company Limited
7958	Tuny Jeremitsky and Associates (Kenya) Architects and Engineers
7964	Matara Trading Company Limited

Dated this 15th day of September, 1972

O M SAMEJA,
Assistant Registrar of Companies

GAZETTE NOTICE No 2925

IN THE MATTER OF THE COMPANIES ACT
(Cap 486)

AND

IN THE MATTER OF CANADA DRY (EAST AFRICA)
LIMITED

(In Members Voluntary Liquidation)

NOTICE is hereby given that the final meeting of the members will be held at 3rd Floor, Pearl Assurance House, Wabera Street, Nairobi, at 9 a.m., on Thursday, 26th October, 1972, for the purpose of having the liquidator's account laid before the meeting, showing the manner in which the winding up has been conducted and the property of the company disposed of, and hearing any explanation that may be given by the liquidator and also for the purpose of determining by special resolution how the books and papers of the company are to be disposed of

Dated this 14th day of September, 1972

D B WHITE,
Liquidator

GAZETTE NOTICE No 2926

IN THE MATTER OF THE COMPANIES ACT
(Cap 486)

AND

IN THE MATTER OF SACCONE AND SPEED
(EAST AFRICA) LTD

(In Voluntary Liquidation)

NOTICE is hereby given of the final general meeting to be held at Rattansi Trust Building, Komange Street, Nairobi, on Monday, 30th October, 1972 at 2.30 p.m., pursuant to section 283 of the Companies Act (Cap 486), for purposes of having an account laid before the members showing the manner in which the winding up has been conducted and the property of the company disposed of, and of hearing any explanation that may be given by the liquidator, and also of directing by special resolution the manner in which the books, accounts and documents of the company and of the liquidators shall be disposed of

Dated this 11th day of September, 1972

A L LEIGH,
Liquidator
P O Box 41968 Nairobi

GAZETTE NOTICE No 2927

IN THE MATTER OF THE COMPANIES ACT

(Cap 486)

AND

IN THE MATTER OF ANDERSON CLAYTON AND
HUNT KENYA LIMITED

(In Voluntary Liquidation)

NOTICE OF FINAL MEETING

NOTICE is hereby given that in accordance with section 283 of the Companies Act, the final meeting of the shareholders will be held at Town House, York Street, Nairobi, on Tuesday, 31st October, 1972, at 10 30 a.m., for the purpose of having the account of the liquidator laid before the meeting, showing the manner in which the winding up has been conducted and the property of the company disposed of and hearing any explanations thereof

K A TUCKER,
Liquidator

Nairobi,
15th September, 1972 P O Box 40410 Nairobi

GAZETTE NOTICE No 2928

IN THE MATTER OF THE COMPANIES ACT

(Cap 486)

AND

IN THE MATTER OF AIRWAYS MOTELS LIMITED

(Members' Voluntary Liquidation)

NOTICE is hereby given that a meeting of the creditors of the above company pursuant to section 281, will be held at the offices of Pannell Fitzpatrick Bellhouse Mwangi & Co., 8th Floor, Stanbank House, Government Road, Nairobi, on Friday 29th September, at 11 a.m.

D G M HUTCHISON
Liquidator

Nairobi,
15th September, 1972 P O Box 44286, Nairobi

GAZETTE NOTICE No 2929

IN THE HIGH COURT OF JUSTICE
FAMILY DIVISION

WINCHESTER DISTRICT REGISTRY (U.K.)

CASE No 1972—A—89

IN THE MATTER OF JOHN DETLEV IRELAND ARKLE
(A MINOR)

AND

IN THE MATTER OF THE GUARDIANSHIP OF MINORS
ACT, 1971 (OF U.K.)

Between

Gerda Arkle (Femme sole) plaintiff

and

John Douglas Arkle defendant

NOTICE

To John Douglas Arkle, Nairobi, Kenya

TAKE NOTICE that Gerda Arkle the plaintiff above-named has commenced in the High Court of Justice of the United Kingdom, Winchester District Registry the above intitled proceedings against you claiming therein the following reliefs and remedies —

1 The above named minor John Detlev Ireland Arkle be made a ward of this Honourable Court during his minority or until further Order

2 That the custody and care of the said John Detlev Ireland Arkle may be committed during his minority or until further Order to his mother, the plaintiff, Gerda Arkle

3 That the defendant, John Douglas Arkle, pay to the plaintiff towards the maintenance of the said John Detlev Ireland Arkle such weekly or other periodical sum as the Court may think reasonable

4 Or that such further or other Order may be made in the premises as to this Honourable Court shall seem meet

5 That the costs of this application may be provided for

And take further notice that you are required within 28 days of the publication hereof to enter an appearance in these proceedings in person or by a solicitor or other duly recognized agent at the District Registry, High Court of Justice, Southside Offices, The Law Courts, Winchester, Hampshire, United Kingdom

And take further notice that in default of entry of appearance by or on your behalf as aforesaid the plaintiff will proceed further in this cause and judgement may be entered against you, your absence notwithstanding

Dated this 22nd day of September, 1972

S THANAWALLA,
Advocate,
Agent for the instructing Principals
Dutton Gregory & Williams
Solicitors, 4 East Street
Alresford, Hampshire

GAZETTE NOTICE No 2930

THE SOCIETIES RULES, 1968

(L N 62 of 1968)

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

SCHEDULE

Kasipul Location Association Nairobi (H Q), to Kasipul/
Kabondo Association Nairobi

Dated this 15th day of September, 1972

J ALLAN,
Assistant Registrar of Societies

GAZETTE NOTICE No 2931

THE SOCIETIES RULES, 1968

(L N 62 of 1968)

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

(a) the societies listed in the First Schedule hereto have been registered, and

(b) the societies listed in the Second Schedule hereto have been refused registration,

under the provisions of the Societies Act, 1968

FIRST SCHEDULE

Name of Society	Date of Registration
Kagemi United Brothers Society	12-9-72
Maseno Club	14-9-72
Kenya Evangelist Church	14-9-72
Gem Tusker Society	14-9-72
Muslim Unity of Africa	14-9-72
Maiuni Parents Association	14-9-72
Muoini Muluka Clan Society	14-9-72

SECOND SCHEDULE

Name of Society	Date of Refusal
West Kenya Coast Peoples Society	11-9-72
Mwiyenderi Organization	11-9-72
Kenya Armed Forces Old Comrades Association Nandi Branch	11-9-72
Kenya Blood Donors Organization	11-9-72
Salvation and Healing to all Nations	11-9-72
Historical Association of Kenya, Central Province Branch	11-9-72
Uholo Welfare Association, Mombasa	12-9-72
Stadium Bar and Night Club	13-9-72

Dated this 15th day of September 1972

J ALLAN,
Assistant Registrar of Societies

GAZETTE NOTICE No 2932

THE AFRICAN CHRISTIAN MARRIAGE AND
DIVORCE ACT

(Cap 151)

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

SCHEDULE

Denomination —Diocese of Kisumu, P O Box 140, Kisumu
Name of Minister —Rev Richard Quinn

Dated at Nairobi this 13th day of September, 1972

M L HANDA,
Deputy Registrar-General

GAZETTE NOTICE No 2933

(CS/1133/21/LLAM)

THE CO OPERATIVE SOCIETIES ACT

(Cap 490 sections 65 and 69)

ORDER

WHEREAS pursuant to section 61 (1) of the above Act, I ordered an inquiry into the by-laws working and financial condition of the following co-operative societies —

Kikuyu Farmers Co operative Society Limited (Reg No 1133)
 Athiani Farmers Co-operative Society Limited (Reg No 1189)
 Chania Farmers Co-operative Society Limited (Reg No 1191)
 Kimathi Farmers Co-operative Society Limited (Reg No 1202)
 Gacheria Co-operative Society Limited (Reg No 1205)
 Karinga Farmers Jogoo Co operative Society Limited (Reg No 1211)
 Gacharage Farmers Co operative Society Limited (Reg No 1220)
 Gatanga General Farmers Co-operative Society Limited (Reg No 1221)
 Kamae Farmers Co operative Society Limited (Reg No 1242)
 Naaro African Farmers Co operative Society Limited (Reg No 1243)
 Gikindu Aceera (Waruhari) Family Farmers and Feeders Co-operative Society Limited (Reg No 1259)
 Ruiru Farmers Co operative Society Limited (Reg No 1355)
 Muthemba Farmers Co operative Society Limited (Reg No 1356)
 Mitumbiri Co operative Society Limited (Reg No 1365)
 Kanunga Farmers Co operative Society Limited (Reg No 1403)
 Uthuru Farmers Co-operative Society Limited (Reg No 1401)

And whereas I am of the opinion that the said societies should be dissolved

Now, therefore, pursuant to section 65 (1) of the said Act, I hereby cancel the registrations of the said societies and order that they be liquidated

Any member of the said societies may, within two months of the date of this Order, appeal to the Minister for Co operatives and Social Services against the Order. If no such appeal is presented within the time the Order shall take effect upon the expiry thereof

And further pursuant to section 69 of the said Act, I hereby appoint the District Co operative Officer, Kiambu, to be liquidator and authorize him to take into his custody all the property of the said societies including such books and documents as are deemed necessary for completion of the liquidation

Dated at Nairobi this 15th day of September, 1972

J J M WANYONYI,

Deputy Commissioner for Co-operative Development

GAZETTE NOTICE No 2934

(CS/1456/LLAM)

THE CO OPERATIVE SOCIETIES ACT

(Cap 490 sections 65 and 69)

ORDER

WHEREAS pursuant to section 61 (1) of the above Act, I ordered an inquiry into the by laws, working and financial condition of the Andim Consumers Co-operative Stores Society Limited

And whereas I am of the opinion that the said society should be dissolved

Now, therefore, pursuant to section 65 (1) of the said Act, I hereby cancel the registration of the said society and order that it be liquidated

Any member of the said society may within two months of the date of this Order, appeal to the Minister for Co-operatives and Social Services against the Order. If no such appeal is presented within the time the Order shall take effect upon the expiry thereof

And further pursuant to section 69 of the said Act, I hereby appoint the District Co-operative Officer, Mombasa, to be liquidator and authorize him to take into his custody all the property of the said society including such books and documents as are deemed necessary for completion of the liquidation

Dated at Nairobi this 12th day of September, 1972

J J M WANYONYI,

Deputy Commissioner for Co-operative Development

GAZETTE NOTICE No 2935

(CS/1336/LLAM)

THE CO OPERATIVE SOCIETIES ACT

(Cap 490)

CLOSURE OF LIQUIDATION

Re *Mugondu Farmers Co-operative Society Limited*
(In Liquidation)

WHEREAS the registration of the above named society was cancelled by an Order made on the 19th day of June, 1972, and which Order became effective on the 19th day of August, 1972, and whereas the said society has no assets nor is there evidence of any creditors

I now order that the liquidation of the society be closed with effect from the date of this Order

Given under my hand at Nairobi this 13th day of September, 1972

J J M WANYONYI,

Deputy Commissioner for Co-operative Development

GAZETTE NOTICE No 2936

THE CO-OPERATIVE SOCIETIES ACT

(Cap 490 section 70 (1))

ADMISSION OF CLAIMS

CS/1178—*African Dairy Mixed Farmers Co operative Society Ltd*

I, being duly appointed liquidator of the above-named co-operative society, hereby appoint Saturday, the 23rd day of September, 1972, to be the day on which or before which the creditors of the said co operative society shall state to me their claims for admission

Such claims shall be addressed to the Asst Co-operative Officer, P O Box 605, Thika

H N NDERITTO,

Asst Co operative Officer i/c Thika,
Liquidator

GAZETTE NOTICE No 2937

THE CO OPERATIVE SOCIETIES ACT

(Cap 490, section 70 (1))

ADMISSION OF CLAIMS

Re CS/1072—*Uaso-Nyiro Farmers Co operative Society Ltd*

I, being duly appointed liquidator of the above-named co-operative society, hereby appoint Thursday, the 5th October, 1972, to be the day on which or before which the creditors of the said co-operative society shall state to me their claims for admission

Such claims shall be addressed to me at Department of Co-operative Development (Settlement), P O Box 365, Nyeri Telephone No 2371, Nyeri

GABRIEL MUNENE KIBICA,

for Co operative Officer (Settlement), Nyeri
Liquidator

GAZETTE NOTICE No 2938

THE CO OPERATIVE SOCIETIES ACT

(Cap 490 section 70 (1))

ADMISSION OF CLAIMS

Re CS/308—*Nyaga Women Poultry Keepers Co operative Society Limited*

I, being duly appointed liquidator of the above named co-operative society, hereby appoint Friday, the 13th October, 1972, to be the day on which or before which the creditors of the said co-operative society shall state to me their claims for admission

Such claims shall be addressed to me at Department of Co-operative Development, P O Box 32, Kiambu Telephone No 2161, Kiambu

PETER G MIATU,

for District Co operative Officer Kiambu

GAZETTE NOTICE No 2939

THE CO OPERATIVE SOCIETIES ACT

(Cap 490 section 70 (1))

ADMISSION OF CLAIMS

- 1 Kuywa Farmers Co-operative Ntun Ltd (CS/331)
- 2 Malomonye Farmers Co-operative Society Ltd (CS/672)
- 3 Lukusi Farmers Co-operative Society Ltd (CS/214)
- 4 Mihuu Farmers Co-operative Society Ltd (CS/305)
- 5 Makhonge Farmers Co-operative Society Ltd (CS/664)
- 6 Kaptola Farmers Co-operative Society Ltd (CS/360)
- 7 Kimilili Farmers Co-operative Society Ltd (CS/215)
- 8 Ndivisi Farmers Co-operative Society Ltd (CS/669)
- 9 Sirende Farmers Co-operative Society Ltd (CS/634)
- 10 Kapsakwonyi Farmers Co-operative Society Ltd (CS/668)

I, being appointed liquidator of the above-named co-operative union and societies, hereby appoint the 12th October, 1972, as the day on or before which creditors of the said societies and union shall state to me their claims for admission

Such claims shall be addressed to the liquidator of these societies and union, P O Box 19, Bungoma

H M MILLANI,
for Liquidator Bungoma

GAZETTE NOTICE No 2940

THE JUBILEE INSURANCE COMPANY LIMITED

(Incorporated in Kenya)

Head Office P O Box 30376, Nairobi

LOSS OF POLICY

Life Policy No 13251 for Sh 10,000 in the name of Rajabali Gulamhusein Shariff Khimji P O Box 1840 Dar es Salaam, Tanzania

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 14th day of September, 1972

M R HOSANGADY,
Executive Director

GAZETTE NOTICE No 2941

THE JUBILEE INSURANCE COMPANY LIMITED

(Incorporated in Kenya)

Head Office P O Box 30376, Nairobi

LOSS OF POLICY

Life Policy No 60307 for Sh 25,000 in the name of Amin-mohamed Alimohamed Bhulji c/o Badrudin G Moosa, P O Box 717, Dar es Salaam, Tanzania

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 14th day of September, 1972

M R HOSANGADY,
Executive Director

GAZETTE NOTICE No 2942

LEGAL AND GENERAL ASSURANCE SOCIETY LIMITED

LOSS OF POLICY

Policy No EAG 303185 for Sh 20,000 dated 1st September, 1964, on the life of and the property of Arvindkumar Shantilal Pandya

NOTICE is hereby given that evidence of the loss or destruction of the above policy has been submitted to the society and any person in possession of the policy, or claiming to have any interest therein, should communicate immediately by registered post with the insurer. 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

Nairobi
22nd September, 1972

J A LAW,
Manager East Africa
P O Box 44774 Nairobi

GAZETTE NOTICE No 2943

MINISTRY OF NATURAL RESOURCES

TENDER NOTICE No 1/72

TENDERS are invited for the supply of Diamond Drilling Tools for BBSI Boyles Diamond Drill as follows —

- 1 BXL Bits 13 50 cts Large Stone (Diamond)
- 2 BXL Bits 7 50 cts Fine Stone, small (Diamond)
- 3 AXL Bits 5 30 or 6 25 cts
- 4 BXL Reamers 13 50 cts
- 5 AXL Reamers 9 50 cts
- 6 AX Bits 7 50 cts
- 7 AX Bits 11 50 cts
- 8 AX Reamers 9 50 cts
- 9 BX Bits 11 50 cts
- 10 Rod grease tins

Price quoted must be for delivery to Mines and Geological Department

Tenderers must quote delivery period, country of manufacture,

Tenders must be enclosed in a plain sealed envelope marked "Tender for Diamond Drilling Tools for BBSI Boyles Diamond Drill (1/72)" and addressed to reach the Supplies Officer, Mines and Geological Department, P O Box 30009, Nairobi, not later than 10 a.m., 7th October, 1972

Acceptance of any tender shall be subject to General Conditions of Contract, a copy of which is obtainable from the Supplies Officer, Mines and Geological Department

It is emphasized for tenderers' benefit that any tender not correctly addressed and endorsed will be rejected. Similarly, any tender received after the stated time and date will not be considered. Further, it is emphasized strongly that no other markings, such as the name of the tenderer or his return address, should appear on envelope and failure to observe this the tender will be rejected

The Government is not bound to accept the lowest or any tender and reserves the right to accept any tender in whole or in part unless the tenderer expressly stipulates to the contrary

The Government will not entertain any correspondence on the rejected tenders

MICHAEL L B OPIYO,
Supplies Officer
for Chief Geologist
Mines and Geological Department
Ministry of Natural Resources

GAZETTE NOTICE No 2944

MINISTRY OF WORKS

CENTRAL TENDER BOARD

TENDER NOTICE No 84/72

TENDERS are invited for Laundry Services at Kenyatta National Hospital for a period of one year commencing 1st November, 1972

The successful tenderer will be required to abide by the following requirements —

- (a) The linen have to be collected and delivered by the contractor after washing
- (b) The laundry given out for washing has to be returned before 10 a.m. the following day
- (c) Any damage to the linen caused through the washing will be the liability of the contractor

Acceptance of any tender shall be subject to the General Conditions of Contract, a copy of which may be obtained from the Chief Purchasing Officer, Ministry of Works Headquarters, Room No 38, Ngong Road, Nairobi, together with Linen Inventories

Tenders must be enclosed in a plain sealed envelope marked "Tender No 84/72" and addressed to reach the Secretary, Central Tender Board, P O Box 30346, Nairobi, or placed in the Tender Box at the Purchasing Branch, Upper Ground Floor, Room No 38, Ministry of Works Headquarters, Ngong Road, Nairobi, not later than 10 a.m. on 5th October, 1972

It is strongly emphasized for tenderer's benefit that any tender not correctly addressed and endorsed will be rejected. Similarly any tender received after the stated time and date will not be considered. Further, it is emphasized strongly that no other markings, such as the name of the tenderer or his return address, should appear on envelope and failure to observe this the tender will be rejected. The Central Tender Board will not entertain any correspondence on the rejected tenders

The Government is not bound to accept the lowest or any tender and reserves the right to accept any tender in whole or in part unless a tenderer expressly stipulates to the contrary

P SHIYUKAH,
Permanent Secretary for Works

GAZETTE NOTICE No 2945

MINISTRY OF WORKS
CENTRAL TENDER BOARD
TENDER NOTICE No 85/72

TENDERS are invited for supply of Equipment to Central Catering Unit at University of Nairobi

Prices quoted must be for delivery to the Central Catering Centre at the University of Nairobi—duty paid—and tenderers must quote delivery period, country of manufacture, the warranty period for items tendered and must provide with their tender, manufacturer's description leaflets or drawings for all items tendered

The bids should include supply and installation of equipment where applicable and summarized list of equipment is as under —

- 1 Weighing scales
- 2 Kitchen trolleys and trucks
- 3 Kitchen sinks
- 4 Food preparation benches
- 5 Gas and electrical kitchen appliances
- 6 Dish-washing machines, refrigeration equipment, boilers and steam ovens, insulated urns, eight serving counters, etc

Inspection of the Central Catering Centre can be arranged by the University Authority on request. Ground plan is held in the Chief Purchasing Officer's office for inspection by any tenderer during working hours

Tender documents giving full details may be obtained against written application from the Chief Purchasing Officer, Supplies Branch, Ministry of Works, Upper Ground Floor, Room No 38, Ministry of Works Headquarters, Ngong Road, P O Box 30346, Nairobi

Tenders must be enclosed in a plain sealed envelope marked "Tender No 85/72" and addressed to reach the Secretary, Central Tender Board, Ministry of Works, P O Box 30346, Nairobi, or be placed in the Tender Box at the Purchasing Branch, Upper Ground Floor, Room No 38, Ministry of Works, Ngong Road, Nairobi, not later than 10 a.m. on 27th October, 1972

It is strongly emphasized for tenderer's benefit that any tender not correctly addressed and endorsed will be rejected. Similarly, any tender received after the stated time and date will not be considered. Further, it is emphasized strongly that no other markings, such as the name of the tenderer or his return address, should appear on envelope and failure to observe this the tender will be rejected. The Central Tender Board will not entertain any correspondence on the rejected tenders

The Government is not bound to accept the lowest or any tender and reserves the right to accept any tender in whole or in part unless a tenderer expressly stipulates to the contrary

P SHIYUKAH,
Permanent Secretary for Works

GAZETTE NOTICE No 2946

MINISTRY OF WORKS
CENTRAL TENDER BOARD
TENDER NOTICE No 86/72

TENDERS are invited for construction and supply of one 20 foot (6 096 metres) patrol/work boat for Lake Baringo to the specification stated below —

Specification for 20 foot (6 096 metres) Patrol/Work Boat for Lake Baringo

- (a) Overall length 6/6½ metres
- (b) Beam 2½/3 metres
- (c) Power Diesel engine—inboard 15/20 hp
- (d) Good sea boat, for choppy waters and strong wind
- (e) Large work deck
- (f) Good steering shelter, with good overhang for extreme hot climate
- (g) Cabin ½ bunks and stowage
- (h) Navigation lights, windscreen wipers
- (i) Bilge pump
- (j) Teflex steering
- (k) Construction Fibreglass or water-resistant alloy or Marine aluminium

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

Tenders must be enclosed in plain, sealed envelope marked "Tender No 86/72" and addressed to reach the Secretary, Central Tender Board, Ministry of Works, P O Box 30346, Nairobi, or be placed in the Tender Box at the Supplies Branch, Upper Ground Floor, Room No 38, Ministry of Works, Ngong Road, Nairobi, not later than 10 a.m. on 6th October, 1972

It is strongly emphasized for tenderer's benefit that any tender not correctly addressed and endorsed will be rejected. Similarly, any tender received after the stated time and date will not be considered. Further, it is emphasized strongly that no other markings, such as the name of the tenderer or his return address, should appear on envelope and failure to observe this the tender will be rejected

The Central Tender Board will not entertain any correspondence on the rejected tender

The Government is not bound to accept the lowest or any tender and reserves the right to accept any tender in whole or in part unless a tenderer expressly stipulates to the contrary

P SHIYUKAH,
Permanent Secretary for Works

GAZETTE NOTICE No 2947

WATER DEPARTMENT
TENDER NOTICE No 3/72

TENDERS are invited for the supply of School Equipment to the Director, Water Department, Workshop Road, Industrial Area. Prices quoted must be for delivery to Water Department Stores, Nairobi

Tender forms showing details of specification and conditions may be obtained from Head of Purchasing Section, Water Department, P O Box 30521, Nairobi, Workshop Road, Industrial Area, Room No D2

Tenders must be enclosed in a plain sealed envelope marked "Tender No 3/72 for School Equipment" and addressed to reach the Director, Water Department, P O Box 30521, Nairobi, or delivered in the Tender Box at the Department, Room No D2, Water Department Headquarters, not later than 10 a.m. on 16th October, 1972

The Director is not bound to accept the lowest or any tender and reserves the right to accept any tender in whole or part unless the tenderer expressly stipulates to the contrary

E A NGUNYA,
Director, Water Department

GAZETTE NOTICE No 2948

THE BARINGO DISTRICT
TENDERS FOR THE YEAR 1973

TENDERS are invited for the supply of the following items to Boarding Primary Schools, Health Centres and other Government Institutions within Baringo District during the calendar year 1973 —

Uniforms, fresh meat, cement, kerosene, maize meal, maize whole, onions, salt, coursetrine, curry powder, vegetable ghee, tea leaves, sugar, rice, firewood, beans (dry), eggs, cabbages, fresh milk, potatoes (English), oranges (fruits), tomatoes, soap, timber, matches, pressure lamps, vim, blankets, wire nails, plates, sufurias, methylated spirits, mugs/cups, beds, mattresses, spoons, mentles, C I sheets, roofing nails, ridges, torch cells, fertilizers (N P R) and fuel (petrol, oil, lubricants)

Tender forms are available at the offices of the District Commissioner, P O Kabarnet, District Officer, P O Box 6, Eldama Ravine, District Officer, P O Marigat

The completed tender forms in sealed envelopes marked "Tender for 1973" must be forwarded to the District Commissioner, Baringo, P O Kabarnet, so as to reach him not later than noon, 15th November, 1972. The rates and charges so quoted will be deemed to include delivery charges to the institutions or place concerned and all measures must be in metric

J A ONGADI,
for District Commissioner, Baringo
Baringo District,
9th September, 1972

GAZETTE NOTICE No 2949

THE NAKURU DISTRICT

TENDERS FOR FOODSTUFFS, CHARCOAL, FUEL, CEMENT, UNIFORMS, FIREWOOD AND ANY OTHER MISCELLANEOUS ITEMS

TENDERS are invited for the supply of the above items to Government Departments and Government schools in Nakuru District during the period 1st January, 1973, to 31st December, 1973

Tender forms giving full details are available in the office of the District Accountant, P O Box 450, Nakuru. Tenders in sealed envelopes marked "Tenders for Foodstuffs and Miscellaneous Items—1973" should be submitted to the District Commissioner, Nakuru, to reach his office by 12 noon on Tuesday, the 10th October, 1972

Dated this 8th day of September, 1972

N G MWANGI,
District Commissioner Nakuru

GAZETTE NOTICE No 2950

THE BUSIA DISTRICT

TENDERS FOR FOODSTUFFS, UNIFORMS, FUEL (NOT IN BULK), CEMENT, CHARCOAL, FIREWOOD AND MISCELLANEOUS ITEMS

TENDERS are invited for the supply of the above items to all Government Departments and institutions in Busia District during the calendar year 1973

Tender forms giving full details are obtainable from the District Commissioner's office, Busia. Tenderers are advised that their quotation per unit should be quoted separately and must indicate the place of delivery

The tender forms must be submitted in plain sealed envelopes marked "Tender for 1973" addressed to the District Commissioner, P O Box 14, Busia (Kenya), to reach him not later than 21st October, 1972

The District Tender Board does not bind itself to accept the lowest and all tenderers are warned that any tender which does not comply with the instructions will not be considered

P O OGUTU,
for District Commissioner, Busia

GAZETTE NOTICE No 2951

THE KISII DISTRICT

TENDERS FOR SUPPLY OF FOODSTUFFS, FUEL AND UNIFORMS, ETC

TENDERS are invited for the supply of foodstuffs, uniforms, cement, petrol and miscellaneous items to all Government Departments including Nyamira Detention Camp for a period of one year commencing from 1st January, 1973

Application forms are available in the District Commissioner's office, Kisii

Tender applications in sealed envelopes marked "Tender for 1973" should be submitted to the District Commissioner, P O Box 590, Kisii, and should reach him on or before 2nd October, 1972. Specifying the item or items to which the tender is made and in case of uniforms the samples must accompany the application

The current conditions governing the Government contracts in all cases will apply and the Government has no obligation to accept the lowest or any of the tenders

E O RAGWAR,
for District Commissioner, Kisii

GAZETTE NOTICE No 2952

THE KIRINYAGA DISTRICT

TENDERS FOR THE SUPPLY OF FOODSTUFFS, UNIFORMS, CEMENT, FUEL AND MISCELLANEOUS ITEMS FOR THE CALENDAR YEAR 1973

TENDERS are invited for the supply of the above mentioned items to all Government Departments and institutions for a period of one year commencing from 1st January, 1973, to 31st December, 1973

Tender applications giving full details are available from the office of the District Commissioner, P O Box 1, Kerugoya

Tenders in plain sealed envelopes clearly marked "Tender for Foodstuffs and Miscellaneous Items—1973" should be submitted to the District Commissioner, P O Box 1, Kerugoya, and should reach him not later than Monday, 23rd October, 1972, specifying the item or items for which the tender is made and in case of uniforms the samples must accompany the application

The District Tender Board will not bind itself to accept the lowest or any tender

Dated the 8th day of September, 1972

J M KIHANYA,
Acting District Commissioner, Kirinyaga

GAZETTE NOTICE No 2953

THE GARISSA DISTRICT

TENDERS FOR 1973

TENDERS are invited for the supply of foodstuffs, uniforms, fuel, lubricants and building materials to the Government Departments and institutions in Garissa District for the year beginning 1st January, 1973, to 31st December, 1973

Tenders must be submitted in plain envelopes clearly marked "Tender for the Specified Commodity" and addressed to the District Commissioner, Garissa District, P O Box 1, Garissa via Thika, so as to reach him not later than noon on 20th October, 1972. Tender documents giving full details and delivery points are obtainable from the District Commissioner's office, Garissa, on application

The District Tender Board does not bind itself to accept the lowest or any tender

GEORGE W OYOO,
for District Commissioner, Garissa

GAZETTE NOTICE No 2954

THE MUNICIPAL COUNCIL OF MOMBASA
THE LOCAL GOVERNMENT REGULATIONS, 1963
(Regulation 185)

CLOSURE OF ROAD

NOTICE is hereby given that the Municipal Council of Mombasa propose to close the road reserve described in the Schedule hereto on or after the 30th day of October, 1972

A plan showing the road reserve to be closed has been deposited with the Municipal Engineer at the Town Hall, Mombasa, and may be inspected during normal office hours

Any person who wishes to object to the aforesaid closure should address his objection in writing to the Town Clerk within one month of the date of publication of this notice

SCHEDULE

Undeveloped road reserve lying between Plot Nos 786, 787 and 794, Section II, Mainland North

Mombasa,
13th September, 1972

N M ADEMBESA,
Town Clerk,
Town Hall, Mombasa

GAZETTE NOTICE No 2955

THE MUNICIPAL COUNCIL OF MOMBASA
THE STREETS ADOPTION ACT
(Cap 406)

UNADOPTED STREET SERVING PLOT NOS 478, 306, 480 (PART), 116, 122, 123, 125, 232, 233 AND 377, SECTION XVIII, MOMBASA ISLAND

NOTICE is hereby given that the Municipal Council of Mombasa at their meeting held on the 5th day of September, 1972, passed the following resolution —

"That whereas unadopted street serving Plot Nos 478, 306, 480 (part), 116, 122, 123, 125, 232, 233 and 377, Section XVIII, Mombasa Island, is not constructed to the satisfaction of the Council

And that whereas notices of the Council's proposal to carry out unadopted street works with respect to the said street have been served in accordance with the provisions of section 8 (2) of the Streets Adoption Act, Cap 406, upon the owners of lands affected by such unadopted street works,

And that whereas an opportunity has been afforded for each such owner to object to the proposed unadopted street works or the provisional apportionment of the cost thereof,

And that whereas one objection has been received but not upheld,

Now, in exercise of the powers conferred upon the Council by section 8 of the said Act, the street works as shown on the Municipal Engineer's Drawing No 18/R/72 be carried out in the street hereinbefore referred and the expenses incurred by the Council in executing the said works be apportioned respectively amongst the lands fronting the said street according to the respective frontages thereto and recover the same from the owners of such lands"

The provisional apportionments in respect of the above-mentioned street are set out below —

Parcel No Block XVIII	Names and Addresses of the Owners	Provisional Apportion- ments
478	Kenya Bus Services (Mombasa) Limited, P O Box 90380, Mombasa	Sh 20,977
306	Municipal Council of Mombasa, P O Box 90440, Mombasa	7,740
377	Nusrat d/o Fidahusein Y E Jeevanjee, P O Box 80484, Mombasa	5,437
480 (part)	Kenya Bus Services (Mombasa) Limited, P O Box 90380, Mombasa	4,299
123	Mohamed bin Rashid bin Salim bin Kassim Al Mazrui, P O Box 98140, Mombasa	2,755
122	Salim Buran, Salim Mohamed and Ali Salim Dakik, P O Box 82251, Mom- basa	2,578
125	Abdalla Said Hamdun, Mohamed Said Hamdun and Ibrahim Said Hamdun, P O Box 81762, Mombasa	2,470
233	Awadh bin Rizik bin Hatesh, P O Box 82209, Mombasa	2,407
116	Mulla Akberah Ismailji, P O Box 85247, Mombasa	2,274
232	Islam bin Awadh and Ali bin Awadh, P O Box 85202, Mombasa	2,063
TOTAL		Sh 53,000

Mombasa,
11th September, 1972

N M ADEMBESA,
Town Clerk,
Town Hall Mombasa

GAZETTE NOTICE No 2956

THE MUNICIPAL COUNCIL OF NAKURU
THE STREETS ADOPTION ACT
NOTICE OF PROVISIONAL APPORTIONMENT
(Cap 406, section 8 (2))

UNADOPTED STREET WORKS IN CLUB ROAD, GOVERNMENT AVENUE AND LOWER FACTORY ROAD

WHEREAS the Municipal Council of Nakuru at its ordinary meeting held on 10th May, 1972, resolved that provisional apportionments of the cost of constructing Club Road, Government Avenue and Lower Factory Road be approved and the Town Clerk be authorized to serve provisional apportionment notice upon the plot owners concerned

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

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

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

CLUB ROAD—GOVERNMENT AVENUE TO OGINGA ODINGA AVENUE—NAKURU

Serial No	Plot No	Section	Owner's Name and Address	Frontage Feet	Cost per Foot	Apportionment
						Sh cts
1	14	VII	Hughes Ltd, P O Box 49, Nakuru	75	Sh 49 30383	3,697 80
2	16	VII	Silas Mburu Gichuah P O Box 1346, Nakuru	75		3 697 80
3	18	VII	Amalgamated Properties Limited, P O Box 30060, Nairobi	75		3,697 80
4	44	VII	Commissioner of Lands, P O Box 30089, Nairobi	50		2 465 20
5	Not	VII	Commissioner of Lands, P O Box 30089, Nairobi	470 06		23,175 75
6	Numbered 1178	V	Registered Trustees, Rift Valley Sports Club, P O Box 1, Nakuru	776 12	Sh	38,265 65
TOTAL				1,521 18		75,000 00

GOVERNMENT AVENUE, SECTIONS X, XI, XV AND XVI—NAKURU

Serial No	Plot No	Section	Owner's Name and Address	Frontage Feet	Cost per Foot	Apportionment
						Sh cts
1	10	X	Messrs J L Shah and N Z Shah, P O Box 112, Nakuru	348 5	Sh 47 2265	16,458 45
2	6/1	X	Messrs Amalgamated Properties Ltd, P O Box 30060, Nairobi	174 5		8,241 00
3	4	X	James C Muga, P O Box 311, Kisumu	174 4		8,236 30
4	2	X	Jamnada Nathoobhi, P O Box 41, Gilgil	174 5		8,241 00
5	4	XI	Simon Nyachae, P O Box 33, Nyeri	348 8		16,458 45
6	3	XI	Barber Bell House and Company, P O Box 45, Nakuru	174 5		8,241 00
7	2	XI	Commissioner of Lands, P O Box 30089, Nairobi	174 5		8,236 00
8	1	XI	R G Mohamed, P O Box 690, Nakuru	174 5		8,241 00
9	10	XV	Beth Wangari, P O Box 904, Nakuru	175 0		8,264 65
10	50	XV	Charles Ngare Kebuchi, P O Box 30191, Nairobi	175 0		8,264 65
11	51	XV	Child Welfare Society, P O Box 73, Nakuru	175 0		8,264 65
12	4	XV	Hughes Ltd, P O Box 49, Nakuru	175 0		8,264 65
13	53	XV	Hughes Ltd, P O Box 49, Nakuru	175 0		8,264 65
14	58	XVI	Ministry of Works, P O Box 30260, Nairobi	175 0		8,264 65
15	57	XVI	Mrs J Pierre Lowis P O Box 1319, Nakuru	175 0		8,264 55
16	3	XVI	R M Patel, P O Box 49, Nakuru	175 0		8,264 55
TOTAL				3,143 8		148,470 70

LOWER FACTORY ROAD

Serial No	Plot No	Section	Owner's Name and Address	Frontage Feet	Cost per Foot	Apportionment
						Sh cts
1	396	XX	Rift Valley Finance Limited, P O Box 23, Nairobi	200 0	Sh 73 4163	14,683 30
2	26	XX	G K (Commissioner of Lands), Nairobi	100 0		7,341 65
3	11	XXI	Shell Company (E A) Ltd, P O Box 3561, Nairobi	240 0		17,619 90
4	12	LXVIII	Government of Kenya	194 9		14,308 85
5	1	XXII	Amalgamated Properties Ltd, P O Box 30060 Nairobi	167 4		12,289 90
6	2	XXII	Kenya Farmers Association Co, P O Box 35, Nakuru	173 4		12,730 40
7	3	XXII	A R Muruthi, C K Muibi and C G Muchuki, P O Box 1413, Nakuru	167 4		12 289 90
8	Open space	LXVIII	Government of Kenya	1,528 0		112,180 10
9	Open space	XXIII	Government of Kenya	538 0		39,497 95
10	Open space	—	Municipal Council of Nakuru	204 0		14,976 95
11	38	8836	Shell Company (E A) Limited, P O Box 3561, Nairobi	200 4		14,712 65
12	57	8836	Municipal Council of Nakuru	125 3		9,199 05
13	56	8836	Municipal Council of Nakuru	248 0		18,207 25
14	55	8836	Municipal Council of Nakuru	325 0		23 860 30
15	54	8836	J K and S D Jerathi P O Box 7629, Nairobi	125 0		9,177 05
16	125	8836	Gitau s/o Mwaura, P O Box 426, Nakuru	44 25		3,248 70
17	126	8836	Shandeban w/o P Amlani and Sarojba w/o M G Gondie, P O Box 1023 Nakuru	50 25		3,689 15
18	124	8836	Municipal Council of Nakuru	593 0		43,535 90
19	127	8836	D N Kichara, P O Box 515, Nakuru	50 25		3,689 15
20	128	8836	R D Khagram, P O Box 1023, Nakuru	50 25		3,689 15
21	129	8836	K C Tribgorandas, B P O Box 1240, Nakuru	50 25		3,689 15
22	130	8836	J K Patel, P O Box 62, Njoro	50 25		3,689 15
23	131	8836	J Waiboci, P O Box 33, Nyeri	50 25		3,689 15
24	132	8836	John Njoroge Kartuki, P O Box 30011, Nairobi	50 25		3,689 15
25	133	8836	J N Thakkar and N V Mehta, c/o N R Thakker, P O Box 94, Nakuru	50 25		3,689 15
26	134	8836	J J, A F, C M C and D'Souza, c/o A D'Souza, P O Box 346, Nakuru	50 25		3,689 15
27	135	8836	Sagadar Singh Sahans, P O Box 864, Nakuru	50 25		3,689 15
28	136	8836	Nahashon M Kamau, P O Box 35, Nakuru	44 25		3,248 70
TOTAL				5,720 08		420,000 00

GAZETTE NOTICE No 2957

THE TRANSFER OF BUSINESSES ACT

(Cap 500)

NOTICE is hereby given that the business carried on by Sadrudin N Valji under the firm name or style of Zahur Printers on Plot No 209/7155, Standard Street, Nairobi, is, as from the 16th day of July, 1972, sold and transferred to Mansurali Hasham Jivraj and Mrs Khatoon Mansurali Hasham Jivraj who will carry on the business at the same place under the name or style of Regent Stationeries & Printers. The address of the transferor is P O Box 41338, Nairobi. The address of the transferees is P O Box 44280, Nairobi.

All the debts due and owing by the transferor in respect of the said business up to and including the 15th day of July, 1972, will be received and paid by the transferor. The transferees do not assume nor do they intend to assume any liabilities whatsoever incurred in the said business of the transferors up to and including the said 15th day of July, 1972.

SIKAND & CO,
Advocates for the Transferor

AHAMED & AHAMED,
Advocates for the Transferees

GAZETTE NOTICE No 2958

DISSOLUTION OF PARTNERSHIP

NOTICE is hereby given that the partnership heretofore subsisting between Devchand Karamshi Shah, Vrajpal Pethraj Shah, Ratilal Devchand Shah, Chandrakant Vrajpal Shah, under the firm name Devchand Karamshi & Co, at Nairobi, has been dissolved by mutual consent by retirement therefrom of the said Devchand Karamshi Shah, Ratilal Devchand Shah, as from 30th day of August, 1972.

Notice is hereby given that the partnership heretofore subsisting between Devchand Karamshi Shah, Vrajpal Pethraj Shah, Premchand Devchand Shah, Ratilal Devchand Shah, Chandrakant Vrajpal Shah, under the firm name Seema Brassiers Co, at Nairobi, has been dissolved by mutual consent by retirement therefrom of the said Devchand Karamshi Shah, Premchand Devchand Shah, Ratilal Devchand Shah, as from 31st day of August, 1972.

The continuing partners from above two companies, Vrajpal Pethraj Shah and Chandrakant Vrajpal Shah, will, as from 30th day of August 1972, and as from 31st day of August, 1972, carry on the said business at the same place and address and under the same firm name. All debts due to or owing by the said partnership business up to and including the 30th day of August, 1972, and 31st day of August, 1972, shall be received and paid jointly by the continuing partners.

Dated at Nairobi this 18th day of September, 1972

VRAJPAL PETHRAJ SHAH,
for Continuing Partners

GAZETTE NOTICE No 2959

DISSOLUTION OF PARTNERSHIP

NOTICE is hereby given that the partnership heretofore subsisting between Haji Illamdin, Najmudeen Haji Illamdin, Walli-ud Deen Haji Illamdin and Zahir-ud-Din Haji Illamdin, carrying on business at Nairobi in the Republic of Kenya, under the firm name or style of Haji Illamdin & Sons, has been dissolved by mutual consent with effect from the 1st day of January, 1972, by the retirement therefrom of the said Haji Illamdin, Najmudeen Haji Illamdin and Zahir-ud-Din Haji Illamdin. As from the said date the said business is being carried on by the said Walli-ud-Deen Haji Illamdin as the sole proprietor thereof under the same firm name or style and at the same address.

All debts due to and owing by the said late partnership shall be received and paid by the said Walli-ud Deen Haji Illamdin.

Dated at Nairobi this 13th day of September, 1972

AZIZ MOHAMED,
*Advocate for the Continuing and
the Retiring Partners*

GAZETTE NOTICE No 2960

NOTICE OF CHANGE OF NAME

I, Curren Michal Adhiambo Okello, of P O Box 30046, Nairobi in the Republic of Kenya, heretofore called and known as Curren Michal Rege, hereby give public notice that by deed poll dated the 14th day of June, 1972, duly executed by me, I formally and absolutely renounced and abandoned the use of my former name of Curren Michal Rege for all purposes, and I hereby authorize and request all persons to designate, describe and address me by the said assumed name of Curren Michal Adhiambo Okello.

Dated at Nairobi this 22nd day of August, 1972

CURREN MICHAL ADHIAMBO OKELLO

NOW ON SALE

A STUDY OF CURRICULUM DEVELOPMENT IN KENYA

The report of an advisory mission appointed by the Republic of Kenya under the terms of an agreement with the International Development Association, recruited and partly financed by the Overseas Development Administration of the Government of the United Kingdom and led by GORDON S BESSEY, CBE, MA, DCL

Published by Ministry of Education, 1972

Price Sh 20 (postage 2 50)

Your attention is invited to the following books which were previously not available and were treated as out-of-print. Due to considerable demand the books have been reprinted and are available for sale. A favourable discount is given for bulk orders.

KENYA EDUCATION COMMISSION REPORT PART I

BY S. H. OMINDE

Reprint of 1964 edition

Price Sh 20 (postage Sh 2)

Obtainable from the Government Printer, Nairobi