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GAZETTE NOTICE No. 1

HIGH COURT OF KENYA
THE OATHS AND STATUTORY DECLARATIONS ACT
(Cap. 15)

A COMMISSION

To All To Whom These Presents Shall Come, Greeting:

BE IT known that on the 10th day of December, 1976—

STEPHEN M. WANYOIKE KINUTHIA

an Advocate of the High Court of Kenya, was appointed to be a Commissioner for Oaths under the above-mentioned Act for as long as he continues to practise as such Advocate and this Commission is not revoked.

Given under my hand and the Seal of the Court, this 10th day of December, 1976, at Nairobi.

JAMES WICKS,
Chief Justice,
High Court of Kenya.

GAZETTE NOTICE No. 2

HIGH COURT OF KENYA
THE OATHS AND STATUTORY DECLARATIONS ACT
(Cap. 15)

A COMMISSION

To All To Whom These Presents Shall Come, Greeting:

BE IT known that on the 3rd day of December, 1976—

STEVEN RUPHINUS ADERE

an Advocate of the High Court of Kenya, was appointed to be a Commissioner for Oaths under the above-mentioned Act for as long as he continues to practise as such Advocate and this Commission is not revoked.

Given under my hand and the Seal of the Court, this 3rd day of December, 1976, at Nairobi.

JAMES WICKS,
Chief Justice,
High Court of Kenya.

GAZETTE NOTICE No. 3

THE PRISONS ACT
(Cap. 90)

CANCELLATION AND APPOINTMENT OF VISITING JUSTICES

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

(a) Cancels the appointment† of

Rev. Stephen Moseley Houghton; and

(b) appoints—

Sheik Abdullahi Abdi Hussein,

as Visiting Justice to Marsabit Prison in the Marsabit District, North-Eastern Province.

Dated this 21st day of December, 1976.

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

*L.N. 692/63. †G.N. 3138/1963.

GAZETTE NOTICE No. 4

HIGH COURT OF KENYA AT NAIROBI

CALL OVER FOR THE MONTH OF FEBRUARY, 1977

TAKE NOTICE that all cases set down for hearing during the month of February, 1977, will be called out on the 21st day of January, 1977, at 2.30 p.m. in the afternoon, in the High Court of Kenya at Nairobi.

Advocates should ensure that they are present as required when cases are called and that they have relevant available information concerning their cases. It shall be the duty of the parties to a case to furnish all the necessary information affecting the estimated length of the hearing.

In the event of non-attendance, the case may be taken out of the list.

Dated at Nairobi this 3rd day of January, 1977.

VIJAY KAPILA,
Registrar,
High Court of Kenya, Nairobi.

GAZETTE NOTICE No. 5

THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

ISSUE OF A PROVISIONAL CERTIFICATE

WHEREAS Mrefu Farm Limited, a limited liability company incorporated in the Republic of Kenya is the registered proprietor as lessee of all that the remaining piece of land situate in south-west of Thika Municipality in Kiambu District, comprised in a Grant registered as I.R. 17905 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 7th day of January, 1977.

S. H. SHAH,
Deputy Principal Registrar of Titles.

GAZETTE NOTICE No. 6

MINISTRY OF HEALTH

LOSS OF OFFICIAL RECEIPT BOOK

IT IS notified for general information of the public that Official Receipt Book No. 108251-108300 issued to Meat Inspector for meat inspection fees at Gatarakwa Location in Mweiga Division has been reported lost.

The said official receipt book has now been cancelled and the Government shall not accept any liability arising from the use of the receipts therein.

Any person who may find the receipt book should report to the nearest police station or to the undersigned.

DR. J. MANENO,
Medical Officer of Health,
P.G. Nyeri.

GAZETTE NOTICE No. 3740

THE GOVERNMENT LANDS ACT

(Cap 280)

NAIROBI RESIDENTIAL PLOTS: EASTLEIGH SECTION III, VII

THE Commissioner of Lands invites applications for the alienation of plots in the above area for the purpose of residential flats 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, 28th January, 1977.

3. Applications must enclose with their applications a sum of Sh. 1,000 in cash or send a postal order, money order or banker's order made payable to the Commissioner of Lands as deposit. No cheques will be accepted. The deposit will be dealt with as follows:—

- 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.
- If the application is unsuccessful the applicant's deposit will be returned to him.
- If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 14 days as required 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:—

- The amount of capital it is proposed to spend on the project.
- The amount of actual capital available for development with a banker's letter or other evidence of financial status in support;
- The manner in which it is proposed to raise the balance of the capital required for the development, if any;
- Full details of both residential and/or commercial properties owned by the applicant in Nairobi City.

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 stand premium and proportion of the annual rent together with conveyancing, stamp duty and registration fees, contributions 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 or 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 constructions 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 may (at the grantee's expense) accept a surrender of the land comprised herein:

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

5. The land and buildings shall only be used for residential flats or maisonettes.

6. The buildings shall conform to a type plan laid down by the Nairobi City Council.

7. The grantee shall not subdivide the land.

8. The grantee shall not sell, transfer, sublet charge or part with the possession of the land or any part thereof except with the prior consent in writing of the 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.

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 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, charges, 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 wires and electric mains of all descriptions whether overhead or underground and the grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.

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

SCHEDULE

Plot No.	Area Approx. Hectares	Stand Premium	Annual Rent	Road, Drain and Sewer Charges (Deposit)	Survey Fees
		Sh.	Sh.	Sh.	Sh.
36/I/446	0.28	21,000	4,200	10,000	460
36/I/447	0.28	21,000	4,200	10,000	460
36/II/31	0.046	4,000	800	5,000	460
36/III/220	0.0464	4,000	800	5,000	460
36/III/127	0.0464	4,000	800	5,000	460
36/III/1231	0.0406	3,060	610	5,000	460
36/III/1232	0.0406	3,060	610	5,000	460
36/III/1233	0.0406	3,060	610	5,000	460
36/III/1074	0.0453	3,400	680	5,000	460
36/III/1072	0.0453	3,400	680	5,000	460
36/III/1071	0.0453	3,400	680	5,000	460
36/VII/579	0.0625	5,400	1,080	7,000	460
36/VII/580	0.0625	5,400	1,080	7,000	460

GAZETTE NOTICE NO. 3784

THE GOVERNMENT LANDS ACT
(Cap. 280)

MOMBASA ISLAND (OFF KILINDINI ROAD), PLOT No. 7,
SECTION XX

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

2. The plan of the plot may be inspected at the Public Map Office, situated in the Lands Department Building, City Square, Nairobi, or purchased therefrom at Sh. 5 per copy, post free.

3. Applications should be submitted to the Commissioner of Lands through the District Commissioner, Mombasa stating the plot required, but not direct to the Commissioner.

4. Applications must be submitted so as to reach the District Commissioner not later than noon on 24th January, 1977.

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

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

General Conditions

1. The ordinary conditions applicable to urban grants of this nature expect 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 Registered Lands Act (Cap. 300).

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

4. The term of the grant will be for 99 years from the 1st day of the month following notification of the approval of the grant.

5. Each allottee of a plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been approved, the initial estimated amount for the construction of roads and drains to serve the plot the assessed stand premium and proportion of annual rent, together with legal fees payable in respect of the preparation and registration of the grant (Sh. 225) and the stamp duty in respect of the grant (approximately 3 per cent of the stand premium and annual rent). In default of payment within the specified time the Commissioner of Lands may cancel the allocation and the applicant shall have no further claim to the grant of the plot.

Special Conditions

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

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

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

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

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

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

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

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

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

8. The grantee shall not subdivide the land.

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

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

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

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

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

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

15. The Commissioner of Lands reserves the right to revise the annual ground rental of Sh. 9,200, payable hereunder after the expiration of the 33rd and 66th year of the term hereby granted. Such rental will be at a rate of 4 per cent of the unimproved freehold value of land as assessed by the Commissioner of Lands.

SCHEDULE

L.R. No.	Area (Hectares)	Stand Premium	Annual Rent	Road Charges	Survey Fee
ML/XX/7	0.2344	Sh. 46,000	Sh. 9,200	Sh. On demand	Sh. 460

GAZETTE NOTICE No. 3785

THE GOVERNMENT LANDS ACT

(Cap. 280)

PLOTS FOR ALIENATION—SHIMONI TOWNSHIP

THE Commissioner of Lands gives notice that applications are invited for plots in the above area for the purposes described in the Schedule hereto. A plan of the plots may be seen in the Lands Department, City Square, Nairobi, or may be obtained by post on payment of Sh. 4 post free, from the Public Map Office, P.O. Box 30089, Nairobi.

2. Applications should be submitted to the District Commissioner, Kwale, on or before noon, 28th January, 1977. Applicants must enclose with their applications their cheque for Sh. 1,000 as a deposit made payable to the Commissioner of Lands which will be dealt with as follows:—

- If the applicant is offered and takes up and pays for the plot within the period of 14 days as required by Condition No. 4 below, the deposit will be credited to him.
- If the application is unsuccessful the applicant's deposit will be returned to him.
- If the application is successful and the applicant fails to take up and pay for the plot offered to him within the period of 14 days as required by Condition No. 4 below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

3. Applicants must in their applications state if they own any plots in the Shimoni area giving details of plot numbers and whether these are developed or not. Failure to disclose this information may result in the application being disqualified.

4. Each application should be accompanied by a statement indicating the amount of capital it is proposed to spend on the project with a banker's letter or other evidence of financial status in support.

5. Each allottee of the plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been successful the stand premium and proportion of the annual rental together with survey, conveyancing, stamp duty, registration fees and provisional assessment for roads and drains charges. In default of payment within the specified time the Commissioner of Lands may cancel the allocation 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 Revised Edition 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.

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 sullage water), drawings, elevations 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, elevations and specifications as amended (if such be the case) by the Commissioner:

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

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

4. Should the grantee give notice in writing to the Commissioner of Lands that he/she/they is/are unable to complete

the buildings within the period aforesaid, the Commissioner of Lands shall (at the grantee's expense) accept a surrender of the land comprised herein:

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

5. The land and buildings shall only be used for shops, offices and/or flats.

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

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

8. The grantee shall not subdivide the land.

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

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

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

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

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

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

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

SCHEDULE

Plot No. Uns.	Area Ha. (Approx.)	Stand Premium	Annual Rent	Road Charges (Initial Contri- bution)	Survey Fees
A	0.0557	Sh. 560	Sh. 112	Sh. On demand	Sh. On demand
B	0.0464	480	96	"	"
C	0.0464	480	96	"	"
D	0.0464	480	96	"	"
E	0.0649	640	128	"	"
F	0.0464	480	96	"	"
G	0.0464	480	96	"	"

GAZETTE NOTICE No. 7

THE GOVERNMENT LANDS ACT

(Cap. 280)

NYAHURURU TOWNSHIP—PLOTS FOR RESIDENTIAL PURPOSES AND LIGHT INDUSTRIAL PURPOSES

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

2. A plan of the plots may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, or may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 4 post free.

3. Applications should be submitted to the Commissioner of Lands, Nairobi, through the District Commissioner, Nyahururu, stating the plot required in order of preference. Applications should be on prescribed forms which are available from Lands Department, or District Commissioner, Nyandarua District, Nyahururu.

4. Applications must be sent so as to reach the District Commissioner, not later than noon on Monday, 14th day of February, 1977.

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

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

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

General Conditions

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

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

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

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

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

Special Conditions

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

2. The grantee shall within six months of the commencement of the term submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the 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, elevations and specifications as amended (if such be the case) by the Commissioner:

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

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

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

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

5. The land and buildings shall only be used for:—

Schedule A.—One private dwelling-house only. No guest house will be permitted.

Schedule B.—Inoffensive light industrial purposes and accommodation may be provided for a caretaker or a night watchman.

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

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

7. The grantee shall not subdivide the land.

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

9. The grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and 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.

SCHEDULE A—RESIDENTIAL PLOTS

Plot No. L.R. No.	Area (Approx.) Hectares	Stand Premium	Annual Rent	Road Charges (Initial Contribution)	Survey Fees
6585/128	0-0185	KSh. 300	KSh. 60	On demand	KSh. 460
6585/129	0-0185	300	60		460
6585/136	0-0185	300	60		460
6585/137	0-0185	300	60		460
6585/146	0-0185	300	60		460
6585/147	0-0185	300	60		460
6585/152	0-0185	300	60		460
6585/153	0-0185	300	60		460
6585/117	0-1558	1,820	364		460
6585/118	0-1643	1,960	392		460
6585/190	0-0873	1,400	280		460
6585/191	0-0873	1,400	280		460
6585/192	0-0873	1,400	280		460
6585/193	0-0873	1,400	280		460
6585/325	0-0818	1,300	260		460

SCHEDULE B—LIGHT INDUSTRY PLOTS

Plot No. L.R. No.	Area (Approx.) Hectares	Stand Premium	Annual Rent	Road Charges (Initial Contri- bution)	Survey Fees
		KSh.	KSh.		KSh.
6585/245	0-0696	1,700	340	On	460
6585/7	0-056	1,340	268	demand	460
6585/8	0-056	1,340	268	"	460
6585/243	0-0696	1,700	340	"	460
6585/262	0-0441	1,100	220	"	460
6585/263	0-0465	1,120	224	"	460
6585/266	0-0465	1,120	224	"	460
6585/268	0-0441	1,100	220	"	460
6585/269	0-0441	1,100	220	"	460
6585/272	0-0465	1,120	224	"	460
6585/275	0-0466	1,160	232	"	460

GAZETTE NOTICE No. 8

THE REGISTERED LAND ACT
(Cap. 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Douglas Rukenya Mwangi Kibuu, of Lower Muhito Location, Ngamwa Sub-location, in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 2.0 acres or thereabouts situated in the District of Nyeri known as Parcel No. Lower Muhito/Ngamwa, registered under Title No. Lower Muhito/Ngamwa/309 and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 16th day of December, 1976.

S. M. KIOME,
District Land Registrar,
Nyeri District.

GAZETTE NOTICE No. 9

THE REGISTERED LAND ACT
(Cap. 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Dominic Joseph G. Kimani, of P.O. Box 192, Karatina, in the Republic of Kenya is registered as proprietor in absolute ownership interest of all that piece of land containing 1.09 hectares or thereabouts situated in the District of Kirinyaga registered under Parcel No. Kiine/Gacharo/188 and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 17th day of December, 1976.

E. M. RUKENYA,
District Land Registrar,
Kirinyaga.

GAZETTE NOTICE No. 10

THE REGISTERED LAND ACT
(Cap. 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Rutgi Njigoya, of Kirimunge Village, P.O. Kerugoya, in the Republic of Kenya is registered as proprietor in absolute ownership interest of all that piece of land containing 3.15 hectares or thereabouts situated in the District of Kirinyaga registered under Parcel No. Mutira/Kirimunge/362 and whereas

sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 16th day of December, 1976.

E. M. RUKENYA,
District Land Registrar,
Kirinyaga.

GAZETTE NOTICE No. 11

THE REGISTERED LAND ACT
(Cap. 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Ochoo Kwasa, of Gem Location, P.O. Rangwe, in the Republic of Kenya, is registered as the proprietor in absolute ownership interest in all that piece of land containing 0.1 hectare or thereabouts situated in the District of South Nyanza known as Parcel No. 958 registered under Title No. Gem/Kajulu/958 and whereas sufficient evidence has been adduced to show that the Land Certificate thereof has been lost. Notice is hereby given that after sixty (60) days from the date thereof, I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 7th day of December, 1976.

W. O. OSOLO,
Land Registrar,
South Nyanza.

GAZETTE NOTICE No. 12

THE REGISTERED LAND ACT
(Cap. 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Kibet Kibilooh of Pokor/Keben Location in the Republic of Kenya, is registered as a proprietor in the absolute ownership interest of the piece of land containing 37.0 hectares or thereabouts situated in the District of Baringo, registered under Title No. Pokor/Keben/Kisanana/II/8, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 16th day of December, 1976.

G. P. B. MAC OGENG'O,
Acting Land Registrar,
Baringo.

GAZETTE NOTICE No. 13

THE REGISTERED LAND ACT
(Cap. 300, section 35)

ISSUE OF NEW LAND CERTIFICATE

WHEREAS Kiptum s/o Birech of Mutwot in the Republic of Kenya, is registered as proprietor in absolute ownership/leasehold interest of all that piece of land containing 21.3 acres/hectares or thereabouts situated in the District of Nandi known as Parcel No. Nandi/Mutwot/286, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after the expiration of sixty (60) days from the date hereof I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated this 24th day of November, 1976.

P. B. OCHIENO,
Land Registrar.

GAZETTE NOTICE No. 14

THE WEIGHTS AND MEASURES ACT

NOTICE TO TRADERS

AN Inspector of Weights and Measures will open a Stamping Station at the places mentioned hereunder for the purpose of assizing and stamping traders' weighing and measuring apparatus on the dates stated.

2. All traders within a radius of twenty kilometres of the places mentioned are required under the provisions of the Weights and Measures Act, (Cap. 513) to produce to the Inspector of Weights and Measures all weights, measures of length and capacity, and weighing instruments which they have in use for trade, for verification and stamping.

3. Only weighing instruments the weighing capacity of which exceeds 500 kg. or which are of permanently fixed nature or delicate construction will be assized in "situ". Traders in possession of such instruments may comply with this notice by notifying the Inspector of Weights and Measures in writing as to type, maximum weighing capacity and location of the said instruments not later than one week preceding the date notified in the column hereunder:—

COLUMN 1	COLUMN 2	COLUMN 3
<i>Address of Inspector to which notification under paragraph 3 should be sent</i>	<i>Place</i>	<i>Date on which apparatus is to be produced</i>
The Provincial Inspector of Weights and Measures, P.O. Box 81833, Mombasa.	Taita Taveta District	
	Mackinon Road	24th January, 1977. (morning).
	Kasigau	24th January, 1977 (Afternoon)
	Sagalla	25th January, 1977
	Taveta	26th January, 1977
	Macktau	27th January, 1977 (morning).
	Bura	27th January, 1977 (Afternoon)
	Taita Sisal Estate	28th January, 1977.
	Mwatate	31st January, 1977.

P. A. AYATA,
Superintendent of Weights and Measures.

GAZETTE NOTICE No. 15

THE INDUSTRIAL COURT

CAUSE No. 72 OF 1976

Parties:—

Amalgamated Union of Kenya Metal Workers
and

Simex Electro Engineering Co. Limited

Issue in dispute:—

Dismissal of Mr. Gabriel Mbithi.

1. The Amalgamated Union of Kenya Metal Workers shall hereinafter be referred to as the Claimants and Simex Electro Engineering Co. Ltd. shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on 8th and 9th December, 1976, and in addition to relying on their written and verbal submissions called the following witnesses to give evidence during the hearing:—

Claimants:—

Mr. G. Mbithi.

Respondents:—

Mr. Edward Njuguna.

Mr. H. H. Lamb.

AWARD

3. The Notification of Dispute Form "A" dated 11th August, 1976, duly signed by the parties was received by the Court on 17th September along with the statutory certificates signed by the Minister for Labour and the Labour Commissioner.

The Respondents acquired a running business under the name of Auto Armatures with effect from 1st October, 1970.

Along with the other employees Mr. Mbithi was also offered employment by the Respondents and he continued working as a rewinder.

In 1970 he was elected a shopsteward to represent the Claimants' members in the Respondents' employment.

On 2nd October, 1975, his services were terminated summarily on the allegation that he had committed a gross misconduct in absenting himself from work the previous day without permission. He was advised to collect Sh. 5.30 as his remaining dues from the Respondents. No formal letter of dismissal was served on him and he was verbally dismissed by the then Managing Director.

The Respondents with a view to eliminating absenteeism and absence from work without any good reason had on 12th August, 1975, issued a circular which was posted in their premises. The relevant part of this circular read as follows:—

"The management hereby notifies all workers in the employ of Simex that permission must be obtained from the Managing Director in every case where an employee wishes to absent himself from work during working hours.

In future anyone being absent without permission and/or lawful excuse will be summarily dismissed."

In or about September/October 1975 there was a talk among the workers at the Respondents' undertaking that they were due a wage increase and would also be entitled to arrears as a result of a collective agreement which had been negotiated and finalized by the Claimants on their behalf. Documents were produced during the hearing showing that a collective agreement was signed between the Claimants and the Electrical Contractors' Group on 24th September, 1975, in which among other things the employees' grading and consolidated minimum rates were revised and it was also stipulated that employees above the minimum rate for their particular grades shall receive an increase of 15 per cent with effect from 1st June, 1975, which was the effective date of the agreement.

The Federation of Kenya Employers confirmed to the Claimants vide a letter dated 4th November, 1975, that although the Respondents were not members of the Electrical Contractors' Group who were 25 in all, they, the Respondents, had along with another firm agreed to implement and abide by the collective agreement signed between the Group and the Claimants.

Mr. Mbithi in his evidence told the Court that the workers at that time were getting restless for their dues and one day during a lunch hour meeting they had asked him as their shopsteward to make inquiries at the Claimants' head office about the latest position of the collective agreement and if possible to bring a copy. As a result of this he had on 1st October after clocking in at 7.54 a.m. left the Respondents' premises with the permission of Mr. Lamb who was in charge of production at the time. Mr. Lamb having given him permission he went to the Claimants headquarters where he was told that there was no spare copy of the agreement but was directed to go to the Federation of Kenya Employers offices and try to secure a copy from there. He went there in the afternoon and after having waited there for some time he saw Mr. Kutahi who wrote a note to the Respondents on a complimentary slip stating that the collective agreement had already been passed and that the workers should be paid the arrears. He further explained that as it was late he did not go back to work that day and reported for duty the next day. He went to see his boss Mr. Stoll and gave him the note from the F.K.E. Mr. Stoll had torn up the note and dismissed him summarily on the spot. He further explained that he had not been asked to give any explanation as to where he had been the previous day.

Mr. Mbithi told the Court that on 1st October he had left the Claimants' office at 11 a.m. and had gone to the F.K.E. office where he had been told to go back in the afternoon when Mr. Kutahi would be present at 3 p.m. By the time he had left Mr. Kutahi it was already 4.15 p.m.

The Claimants have submitted that Mr. Mbithi had visited their offices after permission was given to him by Mr. Lamb. Further he had never been issued any letters of warning for years of service he was in their employment. They alleged that Mr. Mbithi had been victimized because he wanted the Respondents to implement the new wages which became effective from 1st June, 1975. They asked for his reinstatement without any loss of terminal benefits and full payment for all the days he had been out of employment.

The Respondents argued that Mr. Mbithi had absented himself without permission on the day in question and they called Mr. Lamb, an elderly gentleman, to give evidence that Mr. Mbithi had not asked for permission from him or that he at any time had given him permission to leave the Respondents' premises.

The Respondents drew the Court's attention to the fact that the Respondents at the time were suffering from a serious loss in production as a result of absenteeism by the employees and they had accordingly taken a precaution in informing the workers through the aforesaid circular of the dire consequences of being absent without permission. They added that the Labour Officer in charge of the area had given his blessing to this procedure.

The Respondents denied that Mr. Mbithi's position in the Claimants' union had influenced their decision in any way at all. They maintained that he had absented himself without any permission and therefore he deserved a summary dismissal and they offered to pay him the following subject to normal deductions:—

	K.Sh.
"Payment for 2 hours worked in October ...	5.25
Accrued leave of 23 days' wages on the basis of 11 months ...	454.50
Total	K.Sh. 459.75"

The Court has carefully examined the clocking-in card for Mr. Mbithi at the relevant date and it is true that on 1st October, 1975, he clocked in at 7.54 a.m. after which there was no further entry.

Mr. Mbithi's statement that he had not been consulted prior to the publication of the circular dated 12th August, 1975, is confirmed by the Respondents' own witness Mr. Edward Njuguna who stated that prior to 12th August, 1975, he remembered a consultation meeting between the management re absenteeism but stated that Mr. Mbithi was not present at the meeting. He added that after this meeting the circular was posted on the notice board after Mr. Mbithi had been sacked. Mr. Njuguna is a foreman with the Respondents. The Court notes that Mr. Mbithi, however, stated that he had received a copy of this circular.

There is direct conflict between the evidence of Mr. Mbithi and Mr. Lamb whether Mr. Mbithi left the Respondents' workshop with Mr. Lamb's permission. In view of this direct contradiction the Court has to look at the surrounding circumstances to get to the truth of the matter.

The Court is satisfied that the workers were indeed at that time restless about the new salary rates and the arrears that they expected to be paid and the Court believed Mr. Mbithi when he says that the workers during the lunch hour meeting had asked him to go and find out what had happened to the collective agreement.

Considering all the circumstances at the time the Court is convinced that Mr. Mbithi did go to the Claimants' headquarters on 1st October, and accepts his version of what happened thereafter ending up in the Federation of Kenya Employers office where he received a note on the complimentary slip from one of the Assistant Executive Officers addressed to the Respondents. The Court finds that Mr. Mbithi was performing his trade union functions at the time and as such it is immaterial that he did not clock out as at that time he was official representative of the Claimants.

The Claimants have put forward a plea that Mr. Lamb having given him permission to go to the Claimants' headquarters had later on in order to facilitate Mr. Mbithi's sacking denied having done so. The Court while noting that Mr. Lamb is a person fairly advanced in years and has retired from active life was nevertheless emphatic and repeated several times even when not required to, that he had not given permission to Mr. Mbithi to leave the workshop on 1st October.

The Court is in considerable doubt on this point and feels that even if Mr. Lamb had not given Mr. Mbithi permission to go out on 1st October the fact remains that Mr. Mbithi's summary dismissal is contrary to all the principles of industrial relations practice that have developed over the years in Kenya. The Court accepts Mr. Mbithi's statement that the then Managing Director had torn the note from the Federation of Kenya Employers and had verbally sacked him on the spot in the morning of the 2nd October. At the most what was warranted if Mr. Lamb's evidence is to be accepted was a warning letter to Mr. Mbithi. The Court, however, has decided to give the benefit of doubt to Mr. Mbithi and after a careful consideration of all the submissions finds that he was wrongfully dismissed by the Respondents.

The Court has made it abundantly clear in many of its previous awards that it has to apply its mind most cautiously to the remedy of reinstatement which has been given to the Industrial Court. In this case, however, the Court has come to the conclusion that in view of the fact that this is a clear case of victimization of a shopsteward in carrying out his trade union activities Mr. Mbithi should be reinstated into his job.

The Court accordingly awards that Mr. Mbithi should be reinstated into his job which he was doing at the time of his summary dismissal on 2nd October, 1975, at the same rate of pay and without loss of any benefits and continuity of service. The Court further awards that he should be paid by the Respondents six months wages by way of compensation for the wrongful dismissal that he had suffered. Mr. Mbithi will not be entitled to any other payment for the time he was out of employment. The Court awards that Mr. Mbithi's reinstatement should take effect from 3rd January, 1977.

Given in Nairobi this 13th day of December, 1976.

SAEED R. COCKAR,
Judge.

J. CARROLL,
Z. M. ANYIENI,
Members.

GAZETTE NOTICE No. 16

THE TRADE MARKS ACT

(Cap. 506)

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

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

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

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

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

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

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

BOTH IN CLASS 1—SCHEDULE III

PAMBACIDE

B.23463.—Agricultural chemicals. CONSOLIDATED CHEMICALS LIMITED, a company registered under the laws of Kenya, manufacturers and merchants, of P.O. Box 72684, Nairobi. 9th December, 1976.

PAMBADAWA

B.23464.—Agricultural chemicals. CONSOLIDATED CHEMICALS LIMITED, a company registered under the laws of Kenya, manufacturers and merchants, of P.O. Box 72684, Nairobi. 9th December, 1976.

IN CLASS 1—SCHEDULE III

BERMOCOLL

23487.—Chemical products for use as dispersing agents, binding agents, film forming agents, thickening agents and stabilizing agents. BEROL KEMI AB, a limited liability company organized under the laws of Sweden, manufacturers and merchants, of S-444 01 Stenungsund 1, Sweden. 14th December, 1976.

IN CLASS 3—SCHEDULE III

SINKLIN

23261.—Cleaning preparations. CHEMOCLEAN PRODUCTS, a business name registered under the Business Names Act. Partners: 1. Miss Hadi Jadavji; 2. Mr. Fredknaus, manufacturers and merchants, of Kirinyaga Road, P.O. Box 47284, Nairobi. 28th September, 1976.

IN CLASS 3—SCHEDULE III

DENIM

23482.—Soaps, detergents, bleaching preparations, substances for laundry use; cleaning preparations, non-medicated toilet preparations, preparations for the teeth and hair, shampoos; perfumes, cosmetics, deodorants and anti-perspirants for human use, essential oils and shaving preparations. UNILEVER LIMITED, a British company, manufacturers and merchants, of Port Sunlight, Wirral, Cheshire, England. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 10th December, 1976.

IN CLASS 5—SCHEDULE III

DALPARENE

22963.—Pharmaceutical preparations for human use. SYNTHELABO, of 1 et Ibis, Avenue, Villars 75007, Paris (France). C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 5th July, 1976.

BOTH IN CLASS 5—SCHEDULE III

BIARISON

23066.—Pharmaceutical products. SANDOZ LIMITED (trading as SANDOZ A.G. and SANDOZ S.A.), a company organized under the laws of Switzerland, of Lichtstrasse 35, Basle, Switzerland. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 30th July, 1976.

HALCIDERM

23442.—Corticosteroid preparations. E. R. SQUIBB & SONS, INC., a Delaware corporation, of Lawrenceville, Princeton Road, Princeton, New Jersey, 08540, U.S.A. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 3rd December, 1976.

The undermentioned applications are proceeding in the name of BIOFARMA SOCIETE ANONYME, a societe anonyme organized under the laws of France, manufacturers and merchants, of 22 Rue Garnier, Neuilly-sur-Seine, Hauts-de-Seine, France. C/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa.

ALL IN CLASS 5—SCHEDULE III

PNEUMOREL

23449.—Pharmaceutical preparations and substances. 7th December, 1976.

SURVECTOR

23450.—Pharmaceutical preparations and substances. 7th December, 1976.

23451.—Pharmaceutical preparations and substances. 7th December, 1976.

DAYMEND

23483.—Daytime colds medicine. RICHARDSON-MERRELL INC., a corporation organized and existing under the laws of the State of Delaware, U.S.A., manufacturers and merchants, of Ten Westport Road, Wilton, State of Connecticut, U.S.A. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 10th December, 1976.

PARAQUINE

23490.—Pharmaceutical, medicinal and veterinary preparations and substances. GLAXO LABORATORIES LIMITED, a British company, manufacturers and merchants, of 891-995 Greenford Road, Greenford, Middlesex, England. C/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 15th December, 1976.

BUPREXX

23493.—All goods included in Class 5, including analgesic agent. AMERICAN CYANAMID COMPANY, a corporation organized and existing under the laws of the State of Maine, United States of America, manufacturers and merchants, of Berdan Avenue, Wayne, New Jersey, United States of America. C/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 15th December, 1976.

The undermentioned applications are proceeding in the name of MESSRS. TEKNOSEV A.G. LIMITED, a limited liability company incorporated in Switzerland, manufacturers and merchants, of Baarer Strasse 10, Postfach 183, Zug, Switzerland.

ENCLOR

23447.—Pharmaceutical preparation for human and veterinary. 4th December, 1976.

OXYTERIN

23446.—Pharmaceutical preparation for human and veterinary. 4th December, 1976.

CANDISTATIN

23494.—Pharmaceutical preparation for human and veterinary. 15th December, 1976.

TRINOCOMB

23495.—Pharmaceutical preparation for human and veterinary. 15th December, 1976.

IN CLASS 8—SCHEDULE III

PAP DRAGON

23448.—Agricultural implements of the smaller kind. PLOUGHS AND ALLIED PRODUCTS, a business registered under the laws of Kenya, manufacturers, of P.O. Box 467, Kisumu. 7th December, 1976.

The undermentioned applications are proceeding in the name of **THE HIT SOUNDS**, a business name registered under the Business Names Act, producers and merchants, of P.O. Box 28331, Mfangano Street, Nairobi.

ALL IN CLASS 9—SCHEDULE III

KUNGFU

23074.—Records. 3rd August, 1976.

DECEMBER

23076.—Records. 3rd April, 1976.

OLIK TIGA

The mark consists of a Luo word **OLIK TIGA** meaning a "BAT".

23077.—Records. 3rd April, 1976.

OMUGA NYAKANGA

The mark consists of a Luo word **OMUGA NYAKANGA** meaning a **RHINOCEROUS**.

23080.—Records. 3rd April, 1976.

IN CLASS 12—SCHEDULE III

LANCI

23445.—Vehicles; apparatus for motion by land including industrial vehicles, coupling and belting for land vehicles, motors for land vehicles; parts and accessories of the aforementioned goods as far as included in this Class (12). **LANCIA S.p.A.**, an Italian joint stool company duly incorporated and registered under the laws of the Republic of Italy, of Via Vincenzo Lancia 27, 10141, Turin, Italy. 3rd December, 1976.

The undermentioned applications are proceeding in the name of **REFRIGERATION AND ALLIED EQUIPMENT LIMITED**, a company duly incorporated under the laws of the Republic of Kenya, manufacturers and merchants, of P.O. Box 49968, Nairobi.

IN CLASS 11—SCHEDULE III

RAEKOLD

23503.—Ventilation plants including air conditioning plants, installation for heating, steam generating, refrigeration, drying and building of cold room cupboards. 21st December, 1976.

IN CLASS 12—SCHEDULE III

RAEKOLD

23502.—Motor vehicles. 21st December, 1976.

IN CLASS 11—SCHEDULE III



23505.—Ventilation plans including air conditioning plants, installation for heating, steam generating, refrigeration, drying and building of cold room cupboards. 21st December, 1976.

IN CLASS 12—SCHEDULE III

23504.—Motor vehicles. 21st December, 1976.

IN CLASS 25—SCHEDULE III



Yellow Bird

23500.—Ready made clothes both for men and women. **YELLOW BIRD LIMITED**, a limited liability company registered in accordance with the laws of Kenya, retailers and distributors, of c/o Associated Registrars Ltd., P.O. Box 42844, Nairobi. 22nd December, 1976.

The undermentioned applications are proceeding in the name of **MOON INDUSTRIES LIMITED**, incorporated in Kenya having its registered office at Machakos, manufacturers, importers and exporters.

BOTH IN CLASS 30—SCHEDULE III

SAFARI

21434.—Confectionary but excluding all other goods in the class. 24th September, 1974.

KAVUU

21432.—Confectionary. 24th September, 1974.

IN CLASS 31—SCHEDULE III

CIBA-GEIGY

23360.—Agricultural and horticultural products and grains not included in other classes: seeds; foodstuffs for animals. **CIBA-GEIGY LIMITED**, of Basle, Switzerland. C/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. To be associated with TMA. Nos. 22186 and 22190. 29th October, 1976.

The undermentioned applications are proceeding in the name of **SOCIETE DES VINS DE FRANCE**, a corporation organized and existing under the laws of France, manufacturers, of 13220-Chateauf-neuf-les-Martignes, France. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

IN CLASS 32—SCHEDULE III

MARGNAT-VILLAGE

Registration of this trade mark shall give no right to the exclusive use of the word **VILLAGE**.

22771.—Beers, mineral and aerated waters, lemonades, syrups, fruit juices and all other non alcoholic beverages of all kinds. To be associated with TMA. No. 22772. 22nd April, 1976.

IN CLASS 33—SCHEDULE III

MARGNAT-VILLAGE

Registration of this trade mark shall give no right to the exclusive use of the word **VILLAGE**.

22772.—Wines, sparkling wines, ciders, aperitifs, alcohols and spirits, liquors, and all other alcoholic beverages of all kinds. To be associated with TMA. No. 22771. 22nd April, 1976.

J. N. KING'ARUI,
Assistant Registrar of Trade Marks.

GAZETTE NOTICE No. 17

THE TRADE MARKS ACT

(Cap. 506)

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

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

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

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

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

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

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

The undermentioned applications are proceeding in the name of CIBA-GEIGY LIMITED, of Basle, Switzerland. C/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa.

BOTH IN CLASS 5—SCHEDULE III

CURACRON

23055.—Chemical preparations for killing weeds and destroying vermin. 28th July, 1976.

MIRAL

23056.—Preparations for killing weeds and destroying vermin or for killing and destroying plant pests; preparations for prevention of plant diseases; insecticides, larvicides, fungicides, pesticides and herbicides. 28th July, 1976.

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

BOTH IN CLASS 5—SCHEDULE III

PHENORO

23362.—Dermatological preparations. 29th October, 1976.

AVATEC

23363.—Medicated feed premix. 29th October, 1976.

The undermentioned applications are proceeding in the name of SCHERING AKTIENGESELLSCHAFT, of D-1000 Berlin 65, (West) D-4619 Bergkamen/FRG, Post address 170-178 Muellerstrasse, D-1000 Berlin 65, (West) Germany. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

BOTH IN CLASS 5—SCHEDULE III

SINCOMEN

23419.—Pharmaceutical and sanitary substances. 19th November, 1976.

TRAVOGEN

23437.—Pharmaceutical and sanitary substances. 30th November, 1976.

BOTH IN CLASS 5—SCHEDULE III

CRYSTONA

23385.—Medical and surgical plasters, material prepared for bandaging and surgical dressings; and wadding. T. J. SMITH & NEPHEW, LIMITED, of 101, Hessle Road, Hull, England. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 9th November, 1976.

ERYBRON

23109.—An antibiotic/mucolytic. ABBOT LABORATORIES, of North Chicago, Illinois, 60064, U.S.A. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 5th August, 1976.

BOTH IN CLASS 5—SCHEDULE III

EUMOVATE

23399.—Pharmaceutical, medicinal and veterinary preparations and substances. GLAXO LABORATORIES LIMITED, a British company, manufacturers and merchants, of 891-995 Greenford Road, Greenford, Middlesex, England. C/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 12th November, 1976.

AMBUSH

23413.—Insecticides, fungicides and herbicides. IMPERIAL CHEMICAL INDUSTRIES LIMITED, a British company, manufacturers and merchants, of Imperial Chemical House, Millbank, London SW1P 3JF, England. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 15th November, 1976.

BOTH IN CLASS 5—SCHEDULE III

ASCOXAL

23414.—Pharmaceutical preparations. AKTIEBOLAGET ASTRA (a joint stock company organized under the laws of Sweden), manufacturers, of S-151 85 Sodertalje, Sweden. 15th November, 1976.

MODUCREN

23428.—Pharmaceutical, veterinary and sanitary substances; infants' and invalids' foods; material for stopping teeth; dental wax; disinfectants; preparations for killing weeds and destroying vermin. MERCK & Co., Inc., a corporation organized and existing under the laws of the State of New Jersey, of 126E, Lincoln Avenue, Rahway, New Jersey, United States of America. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 26th November, 1976.

IN CLASS 5—SCHEDULE III

ORACEF

23438.—Pharmaceutical products—medicines. "KRKA" farmaceutika, kemija, kozmetika in zdravilisa, Novo mesto, n.s.o., manufacturers and merchants, of Cesta herojev 45, 68000 Novo Mesto, Yugoslavia. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 30th November, 1976.

IN CLASS 8—SCHEDULE III

GOOD NEWS!

23028.—Razors, razor blades and cutlery in general. THE GILLETTE COMPANY, a Delaware corporation, of Prudential Tower Building, City of Boston, State of Massachusetts 02199, United States of America. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 16th July, 1976.

IN CLASS 9—SCHEDULE III

ROTEL

23421.—Radio and television apparatus, sound recording and reproducing apparatus and electronic amplifiers, and parts thereof. THE ROTEL Co., LTD., a Japanese company organized and existing under the laws of Japan, manufacturers and merchants, of 1-36-8 Ohokayama, Meguro-ku, Tokyo, Japan. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 19th November, 1976.

IN CLASS 10—SCHEDULE III

FREFLO

23400.—Feeding bottles; teats, valves and caps all for feeding bottles; and baby soothers. LEWIS WOOLF GRIPTIGHT LIMITED, a British company, manufacturers and merchants, of 144, Oakfield Road, Selly Oak, Birmingham, B29 7EE, England. C/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 12th November, 1976.

The undermentioned applications are proceeding in the name of TOYOTA JIDOSHA KOGYO KABUSHIKI KAISHA (Toyota Motor Co., Ltd.), manufacturers and merchants, of 1, Toyota-cho, Toyota-shi, Aichi-ken, Japan. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

ALL IN CLASS 12—SCHEDULE III

DYNA

23474.—Vehicles and parts and accessories thereof. 9th December, 1976.

CARINA

23475.—Vehicles and parts and accessories thereof. 9th December, 1976.

HILUX

23477.—Vehicles and parts and accessories thereof. 9th December, 1976.

BOTH IN CLASS 12—SCHEDULE III

HIACE

23478.—Vehicles and parts and accessories thereof. 9th December, 1976.

COMMUTER

23479.—Vehicles and parts and accessories thereof. 9th December, 1976.

IN CLASS 22—SCHEDULE III

MITOS

23412.—Sisal ropes and twine and other sisal products included in this class. TEITA ESTATE (1972) LIMITED, of 2nd Floor, Stanbank House, Government Road, Nairobi. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 15th November, 1976.

IN CLASS 16—SCHEDULE III

MAGIBOARDS

23386.—Writing and drawing boards, display boards, and stands (not being furniture) for use with any of the aforesaid goods; maps, charts and instructional and teaching materials (other than apparatus) all for use with or incorporating boards; stationery. MAGIBOARDS LIMITED, a British limited liability company, manufacturers, of 42 Wates Way, Willow Lane Industrial Estate, Mitcham, Surrey CR4 4TA, England. C/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 9th November, 1976.

IN CLASS 25—SCHEDULE III

SMASHER

23286.—Ready made garments. SURU GARMENTS (KENYA) LIMITED, a private company incorporated in Kenya, manufacturers, of P.O. Box 83082, Liwatoni Road, Mombasa, Kenya. 7th October, 1976.

IN CLASS 28—SCHEDULE III

MASTERMIND

23432.—Games (other than ordinary playing cards). INVICTA PLASTICS LIMITED, a British limited liability company, manufacturers, of Harborough Road, Oadby, Leicester, LE2 4LB, England. C/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 30th November, 1976.

IN CLASS 30—SCHEDULE III

KUNG-FU

23379.—Biscuits. COOKIES LTD., a company duly registered under the existing laws of the Republic of Kenya, manufacturers and merchants, of P.O. Box 22044, Nairobi. 8th November, 1976.

IN CLASS 34—SCHEDULE III

TARGET

22879.—Raw and manufactured tobacco; smokers' articles; and matches. PHILIP MORRIS INCORPORATED, a Virginia corporation, of 100 Park Avenue, New York, New York 10017, United States of America. C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 17th June, 1976.

AMENDMENT OF SPECIFICATION OF GOODS

Pursuant to a request received on the 9th December, 1976, from the registered proprietor. The specification of goods has been amended as shown hereunder:—

17204.—Paper and articles of paper; paper board self-adhesive tapes, plastic and synthetic materials in the form of self-adhesive tapes; tapes of every other form, label stock.

17206.—Paper and articles of paper and paper board. C/o Messrs. Shapley Barret & Co., advocates, P.O. Box 40286, Nairobi.

CORRIGENDUM

23199.—Advertised under Gazette Notice No. 3416, page 1281, dated 19th November, 1976. The goods in respect of which the mark was advertised are in Class 28 which was inadvertently omitted.

APPLICATION ADVERTISED BUT NOT PROCEEDING

22971.—Advertised under Gazette Notice No. 2602, page 959, dated 27th August, 1976. The application has been withdrawn with effect from 14th October, 1976.

J. N. KING'ARUI,
Assistant Registrar of Trade Marks.

GAZETTE NOTICE No. 18

THE TRADE MARKS ACT
(Cap. 506)

REGISTERED USER

IT IS hereby notified for general information that the following company was on 10th November, 1976, entered in the Register of Trade Marks as a Registered User of the trade mark listed below in respect of the goods covered by the registration thereof.

Registered Proprietor.—Seddon Diesel Vehicles Limited a British company, of Woodstock Factory, Oldham, Lancashire OL2 6HP, England.

Registered User.—Seddon Atkinson Vehicles Limited, of Woodstock Factory, Oldham, Lancashire, England.

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

Conditions or restrictions:—

1. It has been agreed between the Registered Proprietor and the proposed Registered User that the User uses the trade mark in relation to goods which have been produced by or for the User and have not been produced wholly by the Proprietor and that the User shall use the trade mark throughout Kenya but that the mode of use and characteristics of the goods to which the trade mark is applied are subject to approval by the Proprietor.

2. It is proposed that the User shall be entered as a Registered User of the trade mark for a period without limit except that the Registered User entry shall be cancelled forthwith if the Proprietor ceases to own sufficient share capital to enable the Proprietor appoint majority of the Directors of the User and if the Proprietor does not exercise his right and control of the use of the trade mark by the User or unless those conditions are replaced by contractual or other arrangements satisfactory to the Kenyan Registrar of Trade Marks or at any time at the sole discretion of the Proprietor.

3. It is proposed that the User be the sole Registered User of the trade mark.

TM. No. 22583.—RAMPART & Device in Class 12 (Schedule III) in respect of parts and fittings included in Class 12 for motor vehicles. (Advertised under Gazette Notice No. 1025, page 372, dated 2nd April, 1976.)

A representation of the above-quoted trade mark can be seen at the Trade Marks Registry, State Law Office, Nairobi, and/or in the publication of the Gazette Notice indicated above.

J. N. KING'ARUI,
Assistant Registrar of Trade Marks.

GAZETTE NOTICE No. 19

THE TRADE MARKS ACT
(Cap. 506)

REGISTERED USER

IT IS hereby notified for general information that the following was on the 4th December, 1976, entered in the Register of Trade Marks as a Registered User of trade mark listed below in respect of the goods stated.

Registered Proprietor.—Winthrop Products Inc., of 90 Park Avenue, City of New York, State of New York 10016, U.S.A.

Registered User.—Sterling Drug Inc., 90 Park Avenue, City of New York, State of New York 10016, U.S.A.

Address for service.—C/o Messrs. Kaplan & Stratton, advocates, 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 User owns sufficient share capital of the Registered Proprietor to enable the Registered User to appoint or elect a majority of Directors of the Registered Proprietor.

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

TM. No. 14364.—WINGEL in Class 5 (Schedule III) in respect of medicinal and pharmaceutical preparations. (Advertised under Notice No. 3639, page 1104, Kenya Gazette dated 13th October, 1967.)

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

J. N. KING'ARUI,
Assistant Registrar of Trade Marks.

GAZETTE NOTICE No. 20

THE PATENTS REGISTRATION ACT
(Cap. 508)

ORIGINAL ENTRY

IT IS hereby notified for general information that a letters patent particulars of which appear in the Schedule hereto was registered as No. P2687 of 1976 in the Kenya Register of Patents on the 9th day of December, 1976.

SCHEDULE

No. of application.—P2687.

Date of application.—9th December, 1976.

Name of applicant.—Imperial Chemical Industries Limited, a British company, of Imperial Chemical House, Millbank, London SW1P 3JF, England.

Particulars of grant in the United Kingdom:—

No.—1,426,003.

Date.—23rd June, 1976.

Date of filing complete specification.—9th August, 1974.

Complete specification published.—25th February, 1976.

Nature of invention.—Fruit treatment.

Documents, etc., filed in registry:—

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

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

(c) Authorization in favour of Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

Nairobi,
23rd December, 1976.

J. N. KING'ARUI,
Assistant Registrar of Patents.

GAZETTE NOTICE No. 21

IN THE HIGH COURT OF KENYA AT NAIROBI
PROBATE AND ADMINISTRATION

TAKE NOTICE that applications have been made in this Court in:—

(1) CAUSE No. 477 OF 1976

By Livingstone Mburu Gettao of Plot No. 116, Kiambaa Village, Kiambu District in Kenya, and of P.O. Box 72887, Nairobi in Kenya, the only son of the deceased, for a grant of letters of administration intestate of the estate of Elizabeth Wanjiru Kungu of Kiambu aforesaid who died at Kiambaa on the 28th day of August, 1974.

(2) CAUSE No. 499 OF 1976

By Ashabhai Purushottam Patel of P.O. Box 46016, Nairobi, in Kenya, the duly constituted attorney of Raojibhai Maganbhai Patel of Bombay in India, the executor named in the will of the deceased, through Messrs. Patel and Patel advocates of Nairobi for a grant of letters of administration with the will annexed of the estate of Maganbhai Vaghjibhai Patel of Nairobi aforesaid who died at Nairobi on the 28th day of September, 1975.

(3) CAUSE No. 500 OF 1976

By Neville Patrick Gibson Warren of P.O. Box 40034, Nairobi in Kenya, one of the duly constituted attorneys of National Westminster Bank Limited of London in England, the executor named in the will of the deceased, through Messrs. Daly and Figgis advocates of Nairobi, for resealing in Kenya, the grant

of probate granted on 8th October, 1976, by the District Probate Registry of the High Court of Justice in England at Manchester of the will of Loris Emerson Mather of London in England who died there on the 16th day of April, 1976.

(4) CAUSE NO. 501 OF 1976

By Kenya Commercial Bank Limited of P.O. Box 30664, Nairobi in Kenya, through Messrs. Daly & Figgis, advocates of Nairobi, for a grant of letters of administration intestate of the estate of Charan Singh Virdi of Nairobi aforesaid who died at Nairobi on the 28th day of January, 1974.

(5) CAUSE NO. 504 OF 1976

By Abdu Saleh Fadil of P.O. Box 11978, Nairobi in Kenya, the stepfather of the deceased, through M. R. Pabary, advocate of Nairobi, for a grant of letters of administration intestate of the estate of Ahmed Mohamed Abdu of Nairobi aforesaid who died at Kiganjo in Nyeri District on the 1st day of October, 1973.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 21st January, 1977.

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

Nairobi,
30th December, 1976.

GAZETTE NOTICE NO. 22

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
217/76	Kyeli Kilele ..	Yatta Location Kitui District	14-3-76	Intestate
215/76	Gichia Mbure ..	Kiambaa, Kiambu District	4-2-74	Intestate
251/76	Wenatio Kiriiri Kabachia.	Kagaa Location 8, Murang'a District	1-7-76	Intestate
262/76	James Odengo Nyamondi	East Alego, Siaya District	28-12-74	Intestate
400/76	Robert Kimoli Ngunga.	P.O. Kitui	31-3-76	Intestate
260/76	Elizabeth Wanjiru Ndugo.	Kiambu District	22-4-76	Intestate
334/75	John Karenju ..	Githimu Village Embu District	21-3-75	Intestate

Nairobi,
31st December, 1976.

L. J. WOODBURN,
Assistant Public Trustee.

GAZETTE NOTICE NO. 23

THE BANKRUPTCY ACT

(Cap. 53, section 94)

IN BANKRUPTCY CASE NO. 4 OF 1972

Re: *Graham Llyod Davies, debtor*

CERTIFICATE OF RELEASE OF TRUSTEE

ON the application dated the 25th day of August, 1976, filed by the Deputy Official Receiver, Nairobi, as trustee of the estate of the above-named debtor Graham Llyod Davies and the Court

being satisfied that the requirements of section 94 of the Bankruptcy Act have been complied with and no creditors objecting this doth release the Official Receiver from trusteeship of the estate of the said debtor.

Dated at Nairobi this 3rd day of November, 1976.

Issued at Nairobi this 9th day of November, 1976.

By the Court.

M. J. BHATT,
Deputy Registrar,
High Court of Kenya, Nairobi.

GAZETTE NOTICE NO. 24

THE BANKRUPTCY ACT

(Cap. 53, section 94)

IN BANKRUPTCY CASE NO. 3 OF 1969

Re: *Pritam Singh Panesar, debtor*

CERTIFICATE OF RELEASE OF TRUSTEE

ON the application dated the 25th day of August, 1976, filed by the Deputy Official Receiver, Nairobi, as trustee of the estate of the above-named debtor Pritam Singh Panesar and the Court being satisfied that the requirements of section 94 of the Bankruptcy Act have been complied with and no creditors objecting this doth release the Official Receiver from trusteeship of the estate of the said debtor.

Dated at Nairobi this 15th day of November, 1976.

Issued at Nairobi this 6th day of December, 1976.

By the Court.

M. J. BHATT,
Deputy Registrar,
High Court of Kenya, Nairobi.

GAZETTE NOTICE NO. 25

THE BANKRUPTCY ACT

(Cap. 53, section 94)

IN BANKRUPTCY CASE NO. 6 OF 1973

Re: *Bhanta Singh s/o Labh Singh, debtor*

CERTIFICATE OF RELEASE OF TRUSTEE

ON the application dated the 25th day of August, 1976, filed by the Deputy Official Receiver, Nairobi, as trustee of the estate of the above-named debtor Bhanta Singh s/o Labh Singh and the Court being satisfied that the requirements of section 94 of the Bankruptcy Act have been complied with and no creditors objecting this doth release the Official Receiver from trusteeship of the estate of the said debtor.

Dated at Nairobi this 15th day of November, 1976.

Issued at Nairobi this 6th day of December, 1976.

By the Court.

J. W. MWERA,
Acting Deputy Registrar,
High Court of Kenya, Nairobi.

GAZETTE NOTICE NO. 26

THE BANKRUPTCY ACT

(Cap. 53, section 94)

CERTIFICATE OF RELEASE OF TRUSTEE

IN BANKRUPTCY CASE NO. BC8 OF 1972

Re: *Bhagwanji Mauji and Damji Mauji, debtor*

ON the application dated the 25th day of August, 1976, filed by the Deputy Official Receiver, Nairobi, as trustee of the estate of the above-named debtor Bhagwanji Mauji and Damji Mauji and the Court being satisfied that the requirements of section 94 of the Bankruptcy Act have been complied with and no creditors objecting this doth release the Official Receiver from trusteeship of the estate of the said debtor.

Dated at Nairobi this 15th day of November, 1976.

Issued at Nairobi this 6th day of December, 1976.

By the Court.

J. W. MWERA,
Acting Deputy Registrar,
High Court of Kenya, Nairobi.

GAZETTE NOTICE No. 27

THE BANKRUPTCY ACT

(Cap. 53)

NOTICE OF RELEASE OF TRUSTEE

Debtor's name.—Bhagwanji Mauji and Damji Mauji.*Debtor's address.*—P.O. Box 11257, Nairobi.*Court.*—The High Court of Kenya, Law Courts, P.O. Box 30041, Nairobi.*No. of matter.*—BC 8 of 1972.*Trustee's name.*—The Official Receiver.*Trustee's address.*—Nairobi.*Date of release.*—15th November, 1976.

J. W. MWERA,
Acting Deputy Registrar,
High Court of Kenya, Nairobi.

GAZETTE NOTICE No. 28

THE SOCIETIES ACT

(Cap. 108)

PURSUANT to section 14 (2) of the Societies Act (Cap. 108), being satisfied that the society listed in the Schedule hereto has ceased to exist, the Registrar of Societies hereby notifies that the exemption from registration of the said society is rescinded from the date hereof.

SCHEDULE

Students' Society of Association of Accountants in East Africa.

Dated this 29th day of December, 1976.

J. ALLAN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 29

THE SOCIETIES RULES

(Cap. 108, Sub. Leg.)

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

SCHEDULE

Kenya Amateur Weight Lifting, Karate and Body Building Association.

To

Kenya Amateur Weight Lifting and Body Building Association.

Dated this 30th day of December, 1976.

J. ALLAN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 30

THE SOCIETIES RULES

(Cap. 108, Sub. Leg.)

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

SCHEDULE

Shree Visha Oswal Community.

To

Shree Visa Oswal Community, Thika.

Dated this 30th day of December, 1976.

J. ALLAN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 31

THE SOCIETIES RULES

(Cap. 108, Sub. Leg.)

PURSUANT to rule 14 of the Societies Rules, notice is hereby given that the registrations of the societies listed in the Schedule hereto have been cancelled under the provisions of the Societies Act (Cap. 108).

SCHEDULE

Name of Society	Date of Cancellation
Mubira Family Union	17-12-76
Kirinyaga Catholic Parents Association	17-12-76
Pumwani Traders Association	17-12-76
Avamutembe Society Women Branch, North Nyanza	17-12-76
Rae Youths Association Nairobi	17-12-76
Mombasa Anjuman Islam	17-12-76
Abanyamondo Association	17-12-76
Wawidhi Welfare Association Kenya, Mombasa Branch	17-12-76
Nyikwa Halwenge Union	17-12-76
Anjiru A Mbari Ya Kabi Society	17-12-76
Kenya Mennonite Church	17-12-76
Riwruok Nyimek Muga Orango	17-12-76
St. James Church, Kiambu Young Leaders Association	17-12-76
Chura Farmers Society	17-12-76
Eshinamwenyule Self-Help Group	17-12-76
Uradi Association (E.A.)	17-12-76
Chuma Family Society	17-12-76
Nguru Family Education Fund	17-12-76
Nairobi Muslim Aiding Society	17-12-76
Kamakowa Ochwich Society	17-12-76
64 Farmers Association	17-12-76
Wanjiku Family Fund	17-12-76
Mariwa Development Association	17-12-76
Comorian Community Mombasa	17-12-76
Kenya Muslim Welfare Society, Kajiado Branch	17-12-76
New Kenya African Charcoal and Woodfuel Traders Association (Kenya)	17-12-76
Mariwa Development Association, Nairobi Branch	17-12-76

Dated this 30th day of December, 1976.

J. ALLAN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 32

THE SOCIETIES RULES

(Cap. 108, Sub. Leg.)

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

- the societies listed in the First Schedule hereto have been registered;
- the societies listed in the Second Schedule hereto have been refused registration; and
- the exemption from registration of the society listed in the Third Schedule hereto has been rescinded under the provisions of the Societies Act (Cap. 108).

FIRST SCHEDULE

Name of Society	Date of Registration
Ndurumo Traditional Promoters Club	15-12-76
Eshibinze Group	15-12-76
Muslim Education Council Kisumu	15-12-76
Gema Union Juja Location Sub-Branch	15-12-76
Yonga Progressive Society of Kenya, Lugari Branch	16-12-76
Evangelical Bible Church	20-12-76
New Akamba Union, Masaku Township Branch	21-12-76
Misuuni Welfare Association	21-12-76
Kifaru Sporting Club	21-12-76
Faith Baptist Church of Kenya	21-12-76
Eastern Welfare Association (Kitui) Mombasa Headquarters	21-12-76
Mitaboni Welfare Association Unity	28-12-76
Kikumbulyu Women's Welfare Association	29-12-76
Tetu Division United Association	29-12-76
Bulukhova Welfare Society of Kenya, Nakuru Branch	29-12-76

SECOND SCHEDULE

Name of Society	Date of Refusal
Tiriki Young Peoples Association ...	23-12-76
Kisima Group ...	23-12-76
Kimita and Family Group ...	23-12-76
Kenya Israel Church, Kakamega Branch ...	23-12-76
Jesus Foundation Evangelistic Team ...	23-12-76
Salvation in Christ Only Church ...	23-12-76
The Light of the World Church ...	23-12-76
Faith Temple Church of God ...	23-12-76

THIRD SCHEDULE

Name of Society	Date of Rescission
Nairobi Railway Club ...	29-12-76

Dated this 30th day of December, 1976.

J. ALLAN,
Assistant Registrar of Societies.

CORRIGENDUM

Gazette Notice No. 3712 of 22nd November, 1974, in so far as it relates to:

African Interior Church, Esibuye Branch;
is cancelled.

GAZETTE NOTICE No. 33

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

(No. 10 of 1964)

NOTICE is hereby given that pursuant to section 3 of the Poll Tax (Rift Valley Region) Enactment, 1964, the County Council of Nakuru has resolved to levy a poll tax for the year 1977 of Sh. 25. This amount shall be payable or deemed to have been payable on 1st January, 1977, by every adult male and every adult female person having independent means, resident in the area of jurisdiction of the County Council of Nakuru.

If by 30th September, 1977, any person liable to pay this tax will not have paid, an interest equal to 50 per cent of the tax due will be imposed on the defaulter.

By order of Nakuru County Council.

P. M. KINUTHIA,
Clerk of the Council,
County Hall,
P.O. Box 138, Nakuru.

Nakuru,
24th December, 1976.

GAZETTE NOTICE No. 34

THE COUNTY COUNCIL OF NAKURU
RATES—1977

PURSUANT to the provision of section 15 of the Rating Act, (Cap. 267 of the Laws of Kenya), notice is hereby given that the County Council of Nakuru has levied the following rates for 1977:—

- (a) On the unimproved site value of the land appearing in the Valuation Rolls and the Supplementary Valuation Rolls in respect of the following areas:—

	Rates Levied
Naivasha and Gilgil Township ...	5½ per cent
Kijabe Township ...	5½ per cent
Rongai Township ...	4½ per cent
Molo, Elburgon and Njoro Townships	5¼ per cent

- (b) A rate of 75 per cent on the annual rental value of all the agricultural land appearing in the Rating Rolls for the Naivasha, Gilgil, Rongai/Kampi ya Moto, Subukia, Solai, Lanet, Njoro, Turi/Elburgon and Molo/Mau Summit areas for the year 1977.

A rate of Sh. 40 per plot per annum on all Settlement Scheme plots which are allotted on land which was rated prior to 1964.

The above rates became due on 1st January, 1977, and will be payable by 30th April, 1977. In accordance with Section 16 (c) of the Rating Act (Cap. 267), interest shall be charged at

the rate of one per centum per mensem, or any part thereof, on the rates remaining unpaid on 30th April, 1977, (a part of the month shall be reckoned as whole month for this purpose).

It is further notified for the information of the Ratepayers that whilst every effort will be made to deliver to every person liable a demand note stating the amount due, failure to do so will not be held to absolve the ratepayer from any liability or penalty attaching to non-payment of rates as stated above.

Nakuru,
24th December, 1976.

P. M. KINUTHIA,
Clerk of the Council,
County Hall,
P.O. Box 138, Nakuru.

GAZETTE NOTICE No. 35

MUNICIPAL COUNCIL OF MOMBASA

ASSESSMENT RATES—1977

PURSUANT to the provisions of section 15 of the Rating Act, Cap. 267 of the Laws of Kenya, I hereby give notice to all persons interested that the Municipal Council of Mombasa with the consent of the Minister for Local Government has levied a rate of 6½ per centum for the year 1977 on unimproved site values as shown in Valuation Roll and Supplementary Valuation Rolls and on the assessments as shown in Provisional Assessment Roll and Supplementary Provisional Assessment Rolls for the Municipality of Mombasa.

The above rate will become payable at the Town Hall, Mombasa on 1st April, 1977, or where a clearance certificate is required under section 21 of the Rating Act, Cap. 267 on the date of issue of such clearance certificate whichever is earlier.

Under section 16 (3) of the Rating Act, Cap. 267 interest will be payable on arrears of assessment rates at the rate of 1 per centum per mensem. A part of a month shall be reckoned as one month. Such interest will be payable from 2nd April, 1977.

Assessment rates are a debt to the Municipal Council of Mombasa and whilst every effort will be made to deliver to every person liable an advice note stating the amount due, failure so to deliver will not be held to absolve the debtor from any liability or penalty attaching to non-payment.

Mombasa,
30th December, 1976.

A. H. M. NASSER,
Acting Town Clerk,
Town Hall, Mombasa.

GAZETTE NOTICE No. 36

THE TOWN COUNCIL OF KIAMBU

SITE VALUE RATES FOR 1977

NOTICE is hereby given that the Town Council of Kiambu has, with the approval of the Minister for Local Government, imposed the following site value rates in respect of the year 1977, viz.:—

A rate of 5 per cent has been struck in respect of unimproved site value of land which appears in the Kiambu Town Council Valuation Rolls for the year 1973, and Supplementary Valuation Rolls.

These rates are due on 1st January, 1977, and will be payable at the offices of the Town Council of Kiambu by not later than 30th June, 1977.

Interest shall become payable at the rate of 1 per cent per mensem or part thereof on any rate remaining unpaid after 30th June, 1977.

It is also hereby notified for the information of ratepayers that, whilst every effort will be made to deliver to every person liable a demand note stating the amount due, failure so to deliver such demand note will not be held to absolve the debtor from any liability or penalty attaching to non-payment of the rates thereof.

Dated this 28th day of December, 1976.

DOMINIC G. WAIGANJO,
Acting Town Clerk/Treasurer,
Town Hall,
P.O. Box 176, Kiambu.

GAZETTE NOTICE No. 37

**THE TOWN COUNCIL OF KIAMBU
THE VALUATION FOR RATING ACT**

1976 SUPPLEMENTARY DRAFT VALUATION ROLL

PURSUANT to the provisions of section 9 (3) of the Valuation for Rating Act (Cap. 266), notice is hereby given that the Supplementary Draft Valuation Roll for 1976 has been laid before a meeting of Town Council of Kiambu as required by section 9 (2) of the same Act.

Notice is further given that the 1976 Supplementary Draft Valuation Roll are open for inspection in the office of the Town Clerk to the Council during ordinary working hours.

Any person who is aggrieved by—

- (a) the inclusion of any rateable property in, or by the omission of any rateable property from the said roll; or
- (b) any value ascribed in the said Draft Valuation Roll to any rateable property, or by other statement made or omitted to be made in the same with respect to any rateable property, may lodge an objection in writing at any time before expiration of 28 days from the date of publication of this notice.

The attention of the public is drawn to the provisions of section 10 (2) of Cap. 266, which states that:—

No person shall be entitled to urge any objection before a Valuation Court (hereinafter referred to) unless he has first lodged such notice of objection as aforesaid:

Provided that it shall be competent for a Valuation Court to agree to consider any objection although notice thereof has not been given in accordance with this section.

Dated this 29th day of December, 1976.

DOMINIC G. WAIGANJO,
Acting Town Clerk/Treasurer,
Town Hall,
P.O. Box 176, Kiambu.

GAZETTE NOTICE No. 38

MINISTRY OF HEALTH

TENDER NOTICE No. 15/76/77

TENDERS are invited for the supply of the following medical requirements for the Ministry of Health for 1976/77-1977/78:—

1. Basic drugs.
2. Tablets and capsules.
3. Injections.
4. Laboratory equipment.
5. Yellow Fever vaccines.
6. Surgical instruments.
7. Surgical dressings and sutures.
8. Surgical sundries.
9. Textiles.
10. General equipment.
11. Physiotherapy equipment.

Tender documents giving full details and specifications should be obtained either personally or against written application from the Officer-in-Charge, Central Medical Stores, Room No. 20, Commercial Street, Industrial Area, P.O. Box 40425, Nairobi.

Prices quoted must be in Kenya Shillings, duty paid and including sales tax.

Tenders must be enclosed in plain sealed envelopes and marked clearly: "Tender No. 15/76/77" and addressed to the Officer-in-Charge, Central Medical Stores, P.O. Box 40425, Nairobi, to reach him not later than 10 a.m. on Thursday, 10th February, 1977.

All tenders must remain valid for a minimum period of ninety days from the closing date of this tender notice.

N.B.—No letters of credit will be opened.

PETER P. MUKURU,
Officer-in-Charge,
Central Medical Stores.

GAZETTE NOTICE No. 39

MINISTRY OF NATURAL RESOURCES

TENDER NOTICE No. 6/76-77

TENDERS are invited for the supply of the following item required by Forest Department:—

	<i>Unit</i>	<i>Quantity</i>
(1) Power saws 22" blade	No.	34

The prices quoted must be paid including sales or factory tax and delivery period must also be included at the receiving points shown in the specification.

The general conditions of contract to which all tenders must conform should be obtained from the Executive Officer, Stores, on either verbal or written request at the Central Stores, P.O. Box 30126, Nairobi in the Karura Forest Station off Kiambu Road, three-quarters of a mile from Muthaiga Roundabout.

Tenders must be closed in plain sealed envelopes properly marked "Tender Notice No. 6/76-77" addressed to the Executive Officer, Stores, P.O. Box 30126, Nairobi, or to be placed in the Tender Box at Karura not later than 10 a.m., on 3rd February, 1977. The tenders should not bear name or return address of the tenderers.

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

J. N. KIILO,
for Permanent Secretary.

GAZETTE NOTICE No. 40

THE KILIFI DISTRICT

TENDER FOR 1977

(Readvertisement)

TENDERS are invited for the supply of fruits to Government Departments in Malindi sub-district, for the calendar year 1977.

Tenders must be enclosed in plain sealed envelopes marked "Tender for Fruits 1977" and addressed to the District Commissioner, P.O. Box 29, Kilifi, to reach him not later than 12 noon on 15th January, 1977.

Tender application forms are available at the District Commissioner's Office, Kilifi.

The Government has no obligation to accept the lowest or any tender.

A. O. SHURIA,
District Commissioner,
Kilifi District.

GAZETTE NOTICE No. 41

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of Hardwares and Paints carried on by Julius Maina under the firm name and style of Julius Maina at Plot No. 1 Sagana Township is as from 28th day of December, 1976, sold and transferred to Sagana Wholesalers Kenya Limited, who will carry on the said business at the same place under the above name.

The address of the transferor is P.O. Box 162, Murang'a.

The address of the transferee is P.O. Box 18454, Nairobi.

All the debts due and owing by the transferor in respect of the said business of Julius Maina up to and including the 28th December, 1976, will be received and paid by the transferor. The transferee does not assume nor does it intend to assume any liabilities whatsoever incurred in the said business by the transferor up to and including the said 28th day of December, 1976.

BHASKAR SHETH,
Advocate for both Transferor
and Transferee.

GAZETTE NOTICE No. 42

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that all the assets belonging to Geoffrey Mwangi Macharia and Gaddiel Gray Githinji Kiongo who were carrying on business under the name or style of Wakulima Secondary School and Commercial College at Plot Land Reference No. 209/1413/30—Accra Road, Nairobi have from the 1st day of January, 1977, been sold to Sushil Kumar Kochhar and Dhansukhbhai Vithalai Mistry who will carry on the said business under the same name and style.

The address of the transferors is P.O. Box 73861, Nairobi.

The address of the transferees is P.O. Box 27008, Nairobi.

The transferees do not assume nor do they intend to assume any of the liabilities incurred by the transferors in the said business and the same will be paid and discharged by the transferors up to and including the 31st day of December, 1976. All debts due and owing by the transferors in respect of the said business up to and including the 31st day of December, 1976, will be paid by the transferors and likewise all debts due to the transferors up to and including the 31st day of December, 1976, will be received by the transferors.

Dated at Nairobi this 30th day of December, 1976.

GEOFFREY MWANGI MACHARIA,
GADDIEL GRAY GITHINJI KIONGO,
Transferors.

SUSHIL KUMAR KOCHHAR,
DHANSUKHBHAI VITHALAI MISTRY,
Transferees.

GAZETTE NOTICE No. 43

NOTICE OF CHANGE OF NAME

I, Mustafa Sultanali Sulemanji Ganiji, of P.O. Box 49641, Nairobi in the Republic of Kenya, hereinbefore called and known as Shaukatali Sulemanji, hereby give notice that by a deed poll dated 12th day of November, 1976, duly executed by me, I formally and absolutely renounced and abandoned the use of my former name of Shaukatali Sultanali Sulemanji and in lieu thereof assumed and adopted the name of Mustafa Sultanali Sulemanji Ganiji for all purposes and I hereby authorize and request all persons to designate, describe and address me by such assumed name of Mustafa Sultanali Sulemanji Ganiji only.

Dated at Nairobi this 14th day of December, 1976.

MUSTAFA SULTANALI SULEMANJI GANIJI,
formerly Shaukatali Sulemanji.

GAZETTE NOTICE No. 44

NOTICE OF CHANGE OF NAME

I, Naseem Mustafa Sultanali Sulemanji Ganiji, of P.O. Box 49641, Nairobi in the Republic of Kenya, hereinbefore called and known as Naseem Shaukatali Sulemanji Ganiji, hereby give notice that by a deed poll dated 12th day of November, 1976, duly executed by me, I formally and absolutely renounced and abandoned the use of my former name of Naseem Shaukatali Sulemanji Ganiji and in lieu thereof assumed and adopted the name of Naseem Mustafa Sultanali Sulemanji Ganiji for all purposes and I hereby authorize and request all persons to designate describe and address me by such assumed name of Naseem Mustafa Sultanali Sulemanji Ganiji only.

Dated at Nairobi this 14th day of December, 1976.

NASEEM MUSTAFA SULTANALI
SULEMANJI GANIJI,
formerly Naseem Shaukatali Sulemanji Ganiji.

GAZETTE NOTICE No. 45

THE METHODS OF CHARGE (EAPL) BYELAWS 1976

FUEL OIL PRICE

PURSUANT to byelaw 6 of the Methods of Charge (EAPL) Byelaws 1976, notice is hereby given of the value and variation in the fuel oil price surcharge, the economic factor "F" and the variation in the price of fuel oil at the Company's Storage Points. The Fuel Oil Price Surcharges will be applied to all meter reading periods commencing 1st January, 1977.

Storage Points	Fuel Oil Price Surcharge for meter reading period commencing 1st January, 1977 cents per unit	Variation of Surcharge from previous meter reading period cents per unit	Economic Factor "F"	Variation in Fuel Oil Price from Basic Price Sh.
Kipevu	Nil	Nil	Zero	—10·771
Lamu	20·0	Nil	1	572·73
Garissa	27·7	Nil	1	792·57
Lodwar	38·6	—	1	1,103·667

S. K. GICHURU,
Secretary,
The East African Power and Lighting Company Limited.

NOW ON SALE

DEVELOPMENT PLAN 1974/78 PART I

Price: Sh. 75 (postsage Sh. 6/50)

Obtainable from the Government Printer, Nairobi

NOW ON SALE

DEVELOPMENT PLAN 1974/78 PART II

Price: Sh. 60 (postage Sh. 5)

Obtainable from the Government Printer, Nairobi

PUBLICATIONS ON SALE AT THE GOVERNMENT PRESS BOOKSHOP AS AT 1st JANUARY, 1976

The following are the latest publications obtainable from Government Press, Publications Section, P.O. Box 30128, NAIROBI, KENYA.

For other publications see catalogue of Government Publications, January, 1974 issue.

Code	Title of Publication	Date of Issue	Postage	Price
ANNUAL REPORTS				
			Sh. cts.	Sh. cts.
652	Agriculture Department Annual Report, Volume II, 1968	April, 1972	4 00	22 50
S1090	Agriculture Annual Report of the Research Division, 1970	August, 1974	4 00	22 50
675	Appropriation accounts, other public accounts and the accounts of the funds for the year, 1970/71 by: Controller and Auditor-General	March, 1972	6 00	90 00
676	Appropriation accounts, other public accounts for the year 1971/72	March, 1973	6 00	90 00
N.I.V.	Brands Directory, 1972	December, 1971	1 50	11 25
N.I.V.	Catalogue of Government Publications, 1974 by: Government Printer	January, 1974	1 50	11 25
681A	Census of Industrial Production 1967, Ministry of Finance and Planning	April, 1972	1 50	11 25
714	Cost of Living Indices, 1971, Lower and Middle Income (a description of the method of compilation)	December, 1971	1 00	6 00
943	Department of Co-operative Development, 1968-1970	February, 1973	1 50	9 00
S1080	Department of Community and Social Services, 1970	July, 1974	1 00	4 50
S1073	Economic Survey, 1974	August, 1974	3 00	30 00
S1111	Ministry of Education Annual Report, 1973	December, 1974	1 50	11 25
S1091	Ministry of Education Annual Report Triennial Survey, 1964-66	August, 1974	2 00	18 00
1338	Employment and Earnings, 1963-1967	December, 1971	2 00	19 00
1339	Employment and Earnings in the modern sector, Ministry of Finance and Planning	December 1972	2 50	22 50
S1024	Employment and Earnings in the modern sector, 1971	November, 1973	2 00	18 00
S1076	Estimates of Revenue, 1974-75	July, 1974	1 00	4 50
S1077	Estimates of Development, 1974-75	July, 1974	3 50	45 00
S1078	Estimates of Recurrent Expenditure, 1974-75	July, 1974	5 00	75 00
S1110	Forest Department Annual Report, 1969	December, 1974	1 50	9 00
1083	Index to Manufacturers and Products, Third Edition, 1972	March, 1972	2 50	22 50
N.V.I.	Kenya Statistical Digest & Quarterly Economic Report, March, 1974 (Vol. XII, No. 1)	March, 1974	1 00	6 00
N.I.V.	Kenya Statistical Digest & Quarterly Economic Report, March, 1974 (Vol. XII, No. 2)	July, 1974	1 00	6 00
N.I.V.	Kenya Statistical Digest & Quarterly Economic Report, March, 1974 (Vol. XII, No. 3)	October, 1974	1 00	6 00
N.I.V.	Kenya Statistical Digest & Quarterly Economic Report, March, 1974 (Vol. XII, No. 4)	December, 1974	1 00	6 00
S1023	Local Government Loans Authority, 1970	November, 1973	1 00	4 50
S1064	Lands Department Annual Report, 1971	April, 1974	1 00	6 00
S1036	Local Government Loans Authority, 1967-69	February, 1974	1 00	4 50
N.I.V.	Local Government Loans Authority, 1973 (Vol. XI, No. 2)	June, 1973	1 00	6 00
N.I.V.	Local Government Loans Authority, 1973 (Vol. XI, No. 3)	September, 1973	1 00	6 00
S1059	Migration and Tourism Statistics, 1968-71	April, 1974	2 00	15 00
1229	Mines and Geological Department, 1969	December, 1971	1 50	8 25
760F	Ministry of Defence Annual Report, 1970/71	April, 1972	1 00	11 25
1096	Ministry of Information and Broadcasting, 1969	May, 1972	1 00	6 75
S971	Ministry of Information and Broadcasting, 1971	September, 1973	1 00	6 75
S1085	Ministry of Information and Broadcasting Annual Report, 1972	July, 1974	1 50	7 50
S1099	Ministry of Health Annual Report, 1967	October, 1974	2 50	22 50
S1098	Ministry of Health Annual Report, 1968	September, 1974	2 50	22 50
1284	Ministry of Home Affairs Annual Report of Administration of Prisons in Kenya, 1968-69	July, 1972	1 50	11 25
1064	Ministry of Housing Annual Report, 1967-1971	October, 1972	1 00	6 75
1149	Ministry of Labour Annual Report, 1969	July, 1972	1 50	11 25
1150	Ministry of Labour Annual Report, 1970	November, 1972	1 50	11 25
1150A	Ministry of Labour Annual Report, 1971	June, 1973	1 50	11 25
S1084	Ministry of Labour Annual Report, 1972	July, 1974	1 50	11 25
1249B	Nairobi Airport Annual Report, 1970	October, 1972	1 50	11 25
S1109	Prisons Annual Report, 1971	November, 1974	1 50	11 25
S26674	Public Accounts Committee, Evidence on the Report, Government of Kenya, 1967/68	December, 1971	1 50	11 25
S1114	Probation Service Annual Report, 1972	January, 1975	1 00	6 75
1302	Public Accounts Committee of the Government of Kenya Accounts, Report for year, 1970/71	October, 1972	1 50	11 25
1302A	Public Accounts Committee, Report on County Councils for 1969 to 1971 and Municipal Councils for 1967 to 1971	November, 1972	1 50	11 25
S1022	Public Accounts Committee, Report on County Councils and Municipal Councils for the financial year ended 31st December, 1972	November, 1973	1 00	4 50
1346	Register of Manufacturing Firms, 1970	February, 1972	1 50	22 50
S1113	Registrar-General Annual Report, 1972	January, 1975	1 50	11 55
S1117	Settlement Department Annual Report, 1972	January, 1975	1 50	11 25
S1061	Statistical Abstract, 1973	April, 1974	4 00	60 00
S1119	Statistical Abstract, 1974	February, 1975	4 00	60 00
S1096	Supplement to the Laws of Kenya, 1972	September, 1974	20 00	1 200 00
1417C	Survey of Kenya Annual Report, 1970 by: Director of Surveys	March, 1972	1 50	9 00
S969	Survey of Kenya Annual Report, 1971 by: Director of Surveys	September, 1973	1 50	9 00
S1065	Survey of Kenya Annual Report, 1972 by: Director of Surveys	May, 1974	1 00	6 00
S1131	Treatment of Offenders, 1970	April, 1975	1 50	11 25
S1181	Veterinary Department Annual Report, 1970	April, 1974	1 50	9 00
1182	Veterinary Department Annual Report, 1971	April, 1974	1 50	9 00