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CORRIGENDUM

IN Kenya Gazette Notice No. 145, page 54, of 21st January, 1977, in the fourth paragraph of the Industrial Court Award, last line, the words "30th April, 1974" should read "30th April, 1975".

GAZETTE NOTICE No. 954

THE FORESTS ACT

(Cap. 385)

APPOINTMENT OF OFFICER TO COMPOUND OFFENCES

IN EXERCISE of the powers conferred by section 10 of the Forests Act, the Minister for Natural Resources hereby empowers the following Forest Officer—

HEZEKIAH KARIUKI KIMANI

with the consent of the Chief Conservator, to compound offences in accordance with the provisions of that section.

Dated this 31st day of January, 1977.

S. S. OLOTTIPITIP,
Minister for Natural Resources.

GAZETTE NOTICE No. 955

JUDICIAL SERVICE COMMISSION

THE MAGISTRATE'S COURTS ACT, 1967

(No. 17 of 1967)

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

GEORGE MUBEA MATHAI, a District Magistrate empowered to hold a Magistrate's court of the Second Class, is assigned to the Nyeri and Laikipia Districts with effect from 15th April, 1977, in addition to the Nairobi, Kiambu and Kajiado Districts by Gazette Notice No. 1143/75.

SAMWEL ONDERI ELKANA BOSIRE, a District Magistrate empowered to hold a Magistrate's court of the Second Class, is assigned to the Kericho, Kisii and Kisumu Districts with effect from 1st April, 1977, in addition to the Kiambu, Nairobi and Kajiado Districts by Gazette Notice No. 2793/76.

ZAKARIA AGWEYU, a District Magistrate empowered to hold a Magistrate's court of the Third Class, is assigned to the Kisumu and Siaya Districts with effect from 1st May, 1977, in addition to the Busia, Bungoma and Kakamega Districts by Gazette Notice No. 54/74.

THOMAS NYAPARA OPURU, a District Magistrate empowered to hold a Magistrate's court of the Third Class, is assigned to the Busia District with effect from 1st May, 1977, in addition to the Kisumu, Siaya and Kakamega Districts by Gazette Notice No. 946/73.

PETER MWANGI GETHONGO, a District Magistrate empowered to hold a Magistrate's court of the Second Class, is assigned to the Murang'a and Kirinyaga Districts with effect from 1st April, 1977, in addition to the Kajiado, Nairobi and Machakos Districts by Gazette Notice No. 3330/76.

JOSEPH KAMURU SAMSON, a District Magistrate empowered to hold a Magistrate's court of the Third Class, is assigned to the Nairobi and Kajiado Districts with effect from 1st April, 1977, in addition to the Murang'a District by Gazette Notice No. 2786/72.

Dated this 5th day of April, 1977.

JAMES WICKS,
Chairman,
Judicial Service Commission.

GAZETTE NOTICE No. 956

THE WEIGHTS AND MEASURES ACT

(Cap. 513)

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 (20) 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 492, Embu.	NYERI DISTRICT	
	Mukurweini	18th April, 1977.
	Othaya	19th and 20th April, 1977.
	Gakindu	21st April, 1977.
	Mweiga	22nd April, 1977.
	Naromeru	23rd May, 1977.
	Kiganjo	24th May, 1977.
	Karatina	25th-27th May, 1977.
	Nyeri Municipality ..	6th-10th June, 1977.
	NAIROBI AREA	
The Provincial Inspector of Weights and Measures, P.O. Box 41071, Nairobi.	Makadara	2nd, 3rd and 4th June, 1977.
	Pumwani	6th, 7th and 8th June, 1977.
	Kibera	13th, 14th and 15th June, 1977.
	Kasarani	20th, 21st and 22nd June, 1977.
	Dagoretti	27th and 28th June, 1977.
	Our Nairobi office on Luthuli Avenue will remain open in April through May to cater for the traders within the City Centre.	
The Provincial Inspector of Weights and Measures, P.O. Box 331, Kisumu.	KERICHO DISTRICT	
	Chemosit	18th April, 1977 (Morning).
	Kapsuser	18th April, 1977 (Afternoon).
	Makimanyi	19th April, 1977.
	Chebunyo	20th April, 1977.
	Sotik	21st April, 1977.
	Kipkelion (Lumbwa) ..	22nd April, 1977.
	Litein	16th May, 1977.
	Longisa	17th May, 1977.
	Bomet	18th May, 1977.
	Kericho Town	19th and 20th May, 1977.

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

GAZETTE NOTICE No. 957

THE LAND ACQUISITION ACT, 1968

(No. 47 of 1968)

NOTICE OF INTENTION TO ACQUIRE LAND

IN PURSUANCE of section 6 (2) of the Land Acquisition Act, 1968, I hereby give notice that the Government intends to acquire the following land for the construction of the Kangema-Kiriaini Road:—

SCHEDULE

Plot No.	Sub-Location	Registered Owners	Approx. Area to be Acquired in Hectares
9	Location 13 Karunge Sub-Location	Ayub Ngure David	0.487
10		Norman Ruguaru	0.006
24		Kangara Kamunjeru	0.029
26		Joram Mwangi	0.128
27		Mariam Wambui Jonathan and Serah Nyambura	0.005
36		Jonathan	0.06
42		Macharia Miaro	0.248
48		Kanyi Wairenge	0.001
53		Gachanja Kamau	0.068
68		Gikiru Ndaruro	0.244
70		Mwangi Macharia, Maina Macharia and	0.33
207		Wakaba Macharia	0.025
208		Wairimu Nganga	0.212
218		Maina Kaigo	0.120
226		Kahungu Muraya	0.001
227		Kariuki Kagori	0.02
240		Muohi Gacau	0.18
253		George Gitee	0.256
260		Kariuki Gitee	0.001
1155		Kinja Kamau	0.372
1161		Simon Mwangi Gichure	0.04
1163		Mwangi Gana	0.137
1181		Mwago Gachoho	0.044
1182		Rose Wanjiru	0.32
1222		Kamau Wambui	0.240
1230		Kabura Ayub Ngure	0.22
1644		Waititu Gakobo	0.03
160	Location 19, Sub-Location Nyakianga Unit	Kamau Karugu	0.296
162		Kimani Waititu	0.10
163		Kinyati Wagichu	0.50
167		Ngorongo Chege	0.46
168		Dan Kaara	0.008
171		Nyakairu Warugu	0.264
174		Mwangi Kiruiru	0.568
175		Matimu Nguri	0.480
184		Mbui Njomoko	0.176
190		Muruga Chege, Chege Wakaba and Maina	0.030
191		Wakaba	0.05
192		Philip Ngigi	0.132
193		Maina Nderu	0.018
303		Mwangi Chege	0.064
306		Kariuki Kariha	0.032
319		Mwangi Kabunga	0.019
324		Gikonyo Thabu	0.08
326		Kagoyi Kabochi	0.356
332		Kamau Gichanga	0.096
340		Mwambi Kaguru	0.272
342		Mukono Hiri	0.092
345		Isaack Maina	0.256
346		Adamson Muraguri	0.120
347		Muchiri Kagombe	0.240
349		Elizabeth Nyambura Zakaria	0.180
350		Njocho Gachucha	0.148
359		Mugo Chege	0.164
371		Muthogo Mugweru	0.105
987		Gathungu Gikunya	0.33
996		Robinson Maina	0.008
998		Kangunu Nursery	0.012
1002		Lazaro Mugweru	0.164
1170		Wangahu Githongo	0.236
		Gachucha Gatimu	
		Nderu Ndugiru	
		Unice Kabura Colonelio	

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

Dated this 6th day of April, 1977.

J. R. NJENGA,
Commissioner of Lands.

GAZETTE NOTICE NO. 958

THE LAND ACQUISITION ACT, 1968

(No. 47 of 1968)

NOTICE OF INQUIRY

IN PURSUANCE of section 9 (1) (a) of the Land Acquisition Act, 1968, I hereby give notice that an Inquiry will be held at 10 a.m., on Thursday, 5th May, 1977, at Kangunu Coffee Nursery, for the hearing of claims to compensation by persons interested in the following land:—

SCHEDULE

Plot No.	Sub-Location	Registered Owners	Approx. Area to be Acquired in Hectares
9	Location 13	Ayub Ngure David	0.487
10	Karunge Sub-Location	Norman Ruguaru	0.006
24	"	Kangara Kamunjeru	0.029
26	"	Joram Mwangi	0.128
27	"	Mariam Wambui Jonathan and Serah Nyambura	0.005
36	"	Jonathan	0.06
42	"	Macharia Miara	0.248
48	"	Kanyi Wairenge	0.001
53	"	Gachanja Kamau	0.068
68	"	Gikuru Ndaruro	0.244
70	"	Mwangi Macharia, Maina Macharia and	0.33
207	"	Wakaba Macharia	0.025
208	"	Wairimu Nganga	0.212
218	"	Maina Kaigo	0.120
226	"	Kahungu Muraya	0.001
227	"	Kariuki Kagori	0.02
240	"	Muohe Gacau	0.18
253	"	George Gitee	0.256
260	"	Kariuki Gitee	0.001
1155	"	Kinja Kamau	0.372
1161	"	Simon Mwangi Gichure	0.04
1163	"	Mwangi Gana	0.137
1181	"	Mwago Gachoho	0.044
1182	"	Rose Wanjiru	0.32
1222	"	Kamau Wambui	0.240
1230	"	Kabura Ayub Ngure	0.22
1644	"	Waititu Gakobo	0.03
160	Location 19, Sub-Location	Kamau Karugu	0.296
162	Nyakianga Unit	Kimani Waititu	0.10
163	"	Kinyati Wagichu	0.50
167	"	Ngorongo Chege	0.46
168	"	Dan Kaara	0.008
171	"	Nyakairu Warugu	0.264
174	"	Mwangi Kiruiru	0.568
175	"	Matimu Nguiri	0.480
184	"	Mbui Njomoko	0.176
190	"	Muruga Chege, Chege Wakaba and Maina	0.030
191	"	Wakaba	0.05
192	"	Philip Ngigi	0.132
193	"	Maina Nderu	0.018
303	"	Mwangi Chege	0.064
306	"	Kariuki Kariha	0.032
319	"	Mweangi Kabunga	0.019
324	"	Gikonyo Thabu	0.08
326	"	Kagoiyo Kabochi	0.356
332	"	Kamau Gichanga	0.096
340	"	Mwambi Kaguru	0.272
342	"	Mukono Hiri	0.092
345	"	Isaack Maina	0.256
346	"	Adamson Muraguri	0.120
347	"	Muchiri Kagombe	0.240
349	"	Elizabeth Nyambura Zakaria	0.180
350	"	Njocho Gachucha	0.148
359	"	Mugo Chege	0.164
371	"	Muthogo Mugweru	0.105
987	"	Gathungu Gikunya	0.33
996	"	Robinson Maina	0.008
998	"	Kangunu Nursery	0.012
1002	"	Lazaro Mugweru	0.164
1170	"	Wangahu Githongo	0.236
	"	Gachucha Gatimu	
	"	Nderu Ndugiru	
	"	Unice Kabura Colonelio	

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

Dated this 6th day of April, 1977.

J. R. NJENGA,
Commissioner of Lands.

GAZETTE NOTICE NO. 841

THE GOVERNMENT LANDS ACT

(Cap. 280)

NAKURU MUNICIPALITY—PLOTS FOR LOW-DENSITY RESIDENTIAL PURPOSES

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

2. A plan of the plots may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, or at the office of the Town Clerk, P.O. Box 124, Nakuru, or may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 3 post free.

3. Applications should be submitted to the Commissioner of Lands, Nairobi, through the Town Clerk, P.O. Box 124, Nakuru, stating the plot required in order of preference.

4. Applications must be sent so as to reach the Town Clerk, Nakuru, not later than noon on the 6th May, 1977.

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

6. Applicants must enclose with their applications their cash, postal or money order for Sh. 1,000 as a deposit, which will be dealt with as follows:—

- (a) If the applicant is offered and takes up and pays for a plot within a period of 30 days as required in paragraph 5 below, the deposit will be credited to him.
- (b) If the application is successful the applicant's deposit will be returned to him.
- (c) If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 30 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 30 days of notification that his application has been approved, the initial estimated amount for the construction of roads and drains to serve the plot, the assessed stand premium and proportion of annual rent, together with the legal fees payable in respect of the preparation and registration of the grant (Sh. 400) 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 if default shall be made in the performance or observance of any of the requirements of this condition, it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President of the Republic of Kenya, to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner in respect of any antecedent breach of any condition herein contained.

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

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

Provided further that if such notice as aforesaid shall be given (1) within six 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 said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.

5. The land and buildings shall only be used for private residential purposes and not more than one private dwelling-house with the necessary offices and outbuildings appurtenant thereto will be erected on the land. No guest-house will be permitted.

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

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

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

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

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

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

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

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

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

SCHEDULE

Plot Nos.	Area (Approx.)	Stand Premium	Annual Rent	Road Charges	Survey Fees
Unsurveyed	Hectares	K.Sh.	K.Sh.	K.Sh.	K.Sh.
6	1-1920	4,000	800	On	460
7	0-2356	4,600	920	demand	460
11	0-2268	4,400	880	"	460
18	0-2300	4,600	920	"	460
19	0-2400	4,800	960	"	460
20	0-2500	5,000	1,000	"	460
21	0-2160	4,200	840	"	460
22	0-2320	4,600	920	"	460
23	0-2520	5,000	1,000	"	460
24	0-2280	4,400	880	"	460
25	0-2520	5,000	1,000	"	460
26	0-2418	4,800	960	"	460
27	0-2154	4,200	840	"	460
28	0-3012	6,000	1,200	"	460
31	0-2710	5,400	1,080	"	460

GAZETTE NOTICE No. 959

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Muiruri Kamau (ID/K/1710/TY) of P.O. Box 11, Matathia in the Republic of Kenya, is registered as proprietor in freehold ownership interest of that piece of land of approximate area of 3.92 hectares or thereabouts situated in the District of Kiambu, known as Parcel No. Escarpment (Jet) Scheme/392, 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 28th day of March, 1977.

M. W. KIARIE,
Land Registrar, Kiambu.

GAZETTE NOTICE No. 960

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Eliud Ambutu Ituma of Nyaki Location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of that piece of land containing 10.0 hectares or thereabouts situated in the District of Meru registered under Title No. Nyaki/Kithoka/317, 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 31st day of March, 1977.

P. S. N. HEME,
Land Registrar,
Meru District.

GAZETTE NOTICE No. 961

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Chepkurui Osoto of P.O. Iten in the Republic of Kenya is the registered proprietor in absolute ownership of all that piece of land containing 4 hectares or thereabouts situated in Elgeyo/Marakwet District and registered under Title No. Irong/Iten/66, and where as 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.

C. K. KEMEI,
Land Registrar,
Eldoret District.

GAZETTE NOTICE No. 962

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Ahamed Salim Bakhit of P.O. Box 166, Kisii in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing hectares or thereabouts situated in the District of Kisii known as Parcel No. Bomatara/1188 registered under Title No. West Kitutu/Bomatara/1188, 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 29th day of March, 1977.

S. J. KANYORO,
Land Registrar,
Kisii District.

GAZETTE NOTICE No. 963

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Francis Murefu of P.O. Box 241, Bungoma in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 5.2 hectares or thereabouts situated in the District of Bungoma known as Parcel No. 930 registered under Title No. West Bukusu/South Mateka/930, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has 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 31st day of March, 1977.

J. M. K. OSORO,
Land Registrar,
Bungoma.

GAZETTE NOTICE No. 964

MINISTRY OF AGRICULTURE

LOSS OF L.P.O. LEAF NOS. 666931 AND 666932

NOTICE is hereby given for the general information of the public that L.P.O. Leaf Nos. 666931 and 666932 belonging to District Agricultural Officer, Busia, addressed to Luanda Farmers Co-operative Union Ltd. and Cooper Motor Corporation (K) Ltd., Kisumu, have been reported lost.

These Local Purchase Orders have now been cancelled and the Government shall not accept any liability for services rendered on the strength of these orders.

J. M. EGALA,
for Provincial Director of Agriculture,
Western Province.

GAZETTE NOTICE No. 965

REPUBLIC OF KENYA
EXCHEQUER RETURN

	Current Year 1st July, 1976 to 31st March, 1977		Previous Year 1st July, 1975 to 31st March, 1976	
	K£	K£	K£	K£
RECURRENT EXCHEQUER				
RECEIPTS:				
Customs and Excise	51,300,000		48,950,000	
Income Tax	60,450,000		53,800,000	
Sales Tax	42,750,000		36,876,550	
Other Taxes	3,400,000		4,425,000	
Traffic Revenue	1,540,000		2,500,000	
Land Revenue	560,975		267,630	
Forest and Mining Revenue	536,107		332,487	
Tourist and Wildlife Revenue	856,274		62,725	
Airport Revenue	1,780,500		2,060,055	
Investment Revenue	6,122,567		6,461,482	
Rent of Buildings	527,647		673,596	
Trading Licences	101,814		475,000	
Fines and Forfeitures	700,000		660,200	
Loan Interest Receipts	2,501,827		2,396,185	
Loan Redemption Receipts	1,815,031		1,001,589	
Reimbursement and Other Fund Contributions	1,060,000		1,345,000	
Miscellaneous Revenue	1,605,867		2,671,437	
Repayment of Advance—by C.S.F.C. for 1974/75	—		943,000	
		177,608,609		165,901,936
DEDUCT ISSUES:				
Supply Services	126,419,816		135,590,431	
Overseas Service Aid Scheme	987		63,294	
Advance to Civil Contingencies Fund	1,259,000		1,300,000	
Consolidated Fund Services:				
Public Debt	22,992,879		19,006,664	
Pensions and Gratuities	2,810,000		3,393,000	
Salaries, Allowances and Miscellaneous Services	365,003		632,923	
Subscription to International Organizations	300,713	154,148,398	410,357	160,396,669
Surplus (+) or Deficit (—)		(+) 23,460,211		(+) 5,505,267

DEVELOPMENT EXCHEQUER

	Current Year 1st July, 1976 to 31st March, 1977		Previous Year 1st July, 1975 to 31st March, 1976	
	K£	K£	K£	K£
RECEIPTS:				
External Loans	15,844,611		23,462,727	
External Grants	7,434,303		4,621,896	
Proceeds of Local Stock Issues	—		22,781,939	
Transfer from Allocation of Special Drawing Rights	—		6,721,067	
Miscellaneous Other Receipts	2,498,728		198,627	
		25,777,642		57,786,256
DEDUCT ISSUES:				
Development Services	74,624,958	74,624,958	80,201,064	80,201,064
Surplus (+) or Deficit (—)		(—) 48,847,316		(—) 22,414,808

TAX RESERVE CERTIFICATES

	Current Year 1st July, 1976 to 31st March, 1977		Previous Year 1st July, 1975 to 31st March, 1976	
	K£	K£	K£	K£
RECEIPTS:	1,250,000	1,250,000	800,000	800,000
DEDUCT SURRENDERS:	64,180	64,180	51,050	51,050
Surplus (+) or Deficit (—)		(+) 1,185,820		(+) 748,950

SHORT TERM BORROWINGS

	Current Year 1st July, 1976 to 31st March, 1977		Previous Year 1st July, 1975 to 31st March, 1976	
	K£	K£	K£	K£
RECEIPTS:				
Cereals and Sugar Finance Corporation	29,586,900		35,093,000	
Treasury Bills	164,000,000		150,000,000	
Advance from Central Bank of Kenya	—		4,400,000	
		193,586,900		189,493,000
DEDUCT ISSUES:				
Cereals and Sugar Finance Corporation	29,308,000		30,273,000	
Treasury Bills	145,500,000		126,000,000	
Repayment of Advance to Central Bank of Kenya	4,400,000	179,208,000	4,400,000	160,673,000
Surplus (+) or Deficit (—)		(+) 14,378,900		(+) 28,820,000

SUMMARY

	Surplus (+) or Deficit (—) as at 30th June, 1976	Surplus (+) or Deficit (—) for the period 1-7-76 to 31-3-77	Surplus (+) or Deficit (—) as at 31st March, 1977
	K£	K£	K£
Recurrent Exchequer	—	(+) 23,460,211	(+) 23,460,211
Development Exchequer	(—) 36,181,617	(—) 48,847,316	(—) 85,028,933
Tax Reserve Certificates	(+) 238,090	(+) 1,185,820	(+) 1,423,910
Cereals and Sugar Finance Corporation	(+) 8,390,250	(+) 278,900	(+) 8,669,150
Treasury Bills	(+) 50,000,000	(+) 18,500,000	(+) 68,500,000
Advance from Central Bank of Kenya	(+) 4,400,000	(—) 4,400,000	—
	(+) 26,846,723	(—) 9,822,385	(+) 17,024,338

GAZETTE NOTICE No. 966

3½ PER CENT KENYA STOCK "C" 1979
6 PER CENT KENYA STOCK "A" 1990
6 PER CENT KENYA STOCK "A" 1997

FOR the purpose of preparing warrants for interest due on 2nd June, 1977, the balances of the several accounts in the above stocks will be struck at close of business on 2nd May, 1977, after which date the stocks will be transferable ex dividend.

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

GAZETTE NOTICE No. 967

6 PER CENT KENYA STOCK 1979
6 PER CENT KENYA STOCK 1986

FOR the purpose of preparing warrants for interest due on 1st June, 1977, the balances of the several accounts in the above stocks will be struck at close of business on 1st May, 1977, after which date the stocks will be transferable ex dividend.

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

GAZETTE NOTICE No. 968

7½ PER CENT KENYA STOCK "C" 1990
2½ PER CENT KENYA STOCK "A" 1982
7 PER CENT KENYA STOCK "A" 1986

FOR the purpose of preparing warrants for interest due on 31st May, 1977, the balances of the several accounts in the above stocks will be struck at close of business on 30th April, 1977, after which date the stocks will be transferable ex dividend.

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

GAZETTE NOTICE No. 969

HIGH COURT OF KENYA AT NAIROBI
CALL OVER FOR THE MONTH OF MAY, 1977

TAKE NOTICE that all cases set down for hearing during the month of May, 1977 will be called out on the 22nd day of April, 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 4th day of April, 1977.

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

GAZETTE NOTICE No. 970

IN THE HIGH COURT OF KENYA AT KERICHO
CRIMINAL CAUSE LIST

Before the Honourable Mr. Justice J. O. Nyarangi

On Friday, 15th April, 1977

For Hearing

Cr.C. No.

10/77 Republic v. Joel Kibore arap Ngeny.

On Saturday, 16th April, 1977

For Hearing

Cr.C. No.

10/77 Republic v. Joel Kibore arap Ngeny.

D. C. PORTER,
District Registrar, Kericho.

GAZETTE NOTICE No. 971

THE AGRICULTURE (CROP PRODUCTION) RULES

(Cap. 318, Sub. Leg.)

DECLARATION OF EARLIEST AND LATEST PLANTING DATES, 1977

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

SCHEDULE

Area	Earliest Planting Dates, 1977	Latest Planting Dates, 1977
	Wheat	Wheat
Sergoit/Moiben	15th April, 1977	15th July, 1977
Soy/Turbo	15th April, 1977	15th July, 1977
Plateau	1st May, 1977	15th July, 1977
Lessos/Kipkabus and Timbo- roa	1st May, 1977	30th July, 1977
Uasin Gishu District ..	Maize	Maize
	1st April, 1977	20th May, 1977

C. W. C. MURAGE,
Chairman,
District Agricultural Committee.

GAZETTE NOTICE No. 972

THE AGRICULTURE (CROP PRODUCTION) RULES

(Cap. 318, Sub. Leg.)

DECLARATION OF EARLIEST AND LATEST PLANTING DATES, 1977

IN EXERCISE of the powers conferred by section 5 of the Agriculture (Crop Production) Rules, the Keiyo/Marakwet District Agricultural Committee hereby declares the several dates set forth in the second and third columns of the Schedule hereto to be respectively the earliest and latest dates of planting

for the essential crop specified therein in respect of the respective areas specified in the first column of the said Schedule.

SCHEDULE

(1)	(2)	(3)
Area	Earliest Planting Dates, 1977	Latest Planting Dates, 1977
	Wheat	Wheat
Irong Division	1st April, 1977	30th June, 1977
Chebororwa	1st May, 1977	30th June, 1977

Dated this 23rd day of February, 1977.

B. M. OGOL,
Chairman,
Keiyo/Marakwet District Agricultural Committee.

GAZETTE NOTICE No. 973

THE AGRICULTURE (CROP PRODUCTION) RULES

(Cap. 318, Sub. Leg.)

DECLARATION OF EARLIEST AND LATEST PLANTING DATES, 1977

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

SCHEDULE

(1)	(2)	(3)
Area	Earliest Planting Date, 1977	Latest Planting Date, 1977
	Maize	Maize
Eldama Ravine	15th March, 1977	15th May, 1977
	Wheat	Wheat
	15th April, 1977	30th July, 1977

B. A. OMUSE,
Chairman,
Baringo District Agricultural Committee.

GAZETTE NOTICE No. 974

THE INDUSTRIAL COURT

CAUSE No. 69 OF 1976 (1)

Parties:—

Kenya Union of Commercial Food and Allied Workers
and

Kenya Commercial Bank Ltd.

Issue in dispute.—Termination of services without just and reasonable cause of the following:—

1. John K. Maina.
2. S. K. Muthee.
3. Stephen N. Njoroge.
4. Odhiambo Aol Aluso.
5. David Njoroge Kagiri.
6. Jeremiah Ndong.
7. Miss Grace Ezekiel.

1. The Kenya Union of Commercial Food and Allied Workers shall hereinafter be referred to as the Claimants and the Kenya Commercial Bank shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on 23rd, 24th and 26th November, 1976, and in addition to relying on their written and verbal submissions called the following witnesses to give evidence on oath:—

Claimants.—John K. Maina and E. K. Karimi.

Respondents.—Nelson O. Oyier.

AWARD

3. The Notification of Dispute Form "A" dated 5th August, 1976, duly signed by the parties was received by the Court on 17th September, 1976, along with the statutory certificates signed by the Minister for Labour and the Labour Commissioner.

This dispute has been reported to the Court on a single Notification of Dispute Form "A" but it deals with the termination of services without just and reasonable cause of the aforementioned seven former employees of the Respondents. The Court was told that the first three named lost their jobs as a result of three totally different incidents and the remaining four were sacked as a result of complicity in another incident. So it is clear that four different disputes have been reported under one Notification of Dispute Form "A".

In the interest of justice and with the consent of the parties the Court has decided to hear all these four disputes separately. To begin with, the Court has heard the dispute as regards J. K. Maina in respect of whom the present award is made. The other three cases will be heard in due course on dates to be fixed in consultation with the parties.

J. K. Maina

Mr. Maina started working for the Respondents as a clerk on 1st March, 1968. On 7th January, 1969, he was transferred to their Industrial Area branch and on 1st September, 1972, he was promoted to Section Head.

Mr. Maina claims that he had turned down an offer of scholarship to St. Augustine College in the United States in early 1974 in favour of a banking career. He also told the Court since after leaving school this was his first job.

His services were terminated by the Respondents on 24th July, 1974, with immediate effect under the provisions of the collective agreement clause 4 (d) and he was offered one month's salary in lieu of notice. He was told that he had performed his duties in a grossly negligent manner as a result of which funds amounting to Sh. 81,277/70 the property of Brooke Bond Liebig (Kenya) Ltd. was diverted from their account and credited instead to accounts of two customers, Messrs. Julius M. Waweru and Mundia Thinwa, under circumstances which cast suspicion on his responsibility and integrity. Further in elaboration of the alleged grossly negligent manner in which he performed his duties the following four points were mentioned:—

"1. It is noted that while you were in charge of audit checking, the above frauds escaped notice, a sign that you were negligent in the performance of your duties.

2. It is a matter of concern that you issued two cheque books in the name of Mundia Thinwa in an interval of four days; one of which you retained.

3. Suspicion is attached to your action of entering the names of Messrs. Waweru and Thinwa personally in the account opening register; while as a Section Head this was not part of your normal duties. The explanation that the clerks were too busy on two occasions: one in February and another in April when the two accounts were opened is not credible.

4. We have learned that you had cause to suspect that Mr. Waweru was not a good customer of the Bank, and yet you neglected to inform your Manager and Accountant for action."

Mr. Maina was charged in the Criminal Court along with Messrs. C. K. Mwariri, M. Thinwa and A. M. Muturi under various sections of the Penal Code like conspiracy to defraud contrary to section 317 and obtaining money by false pretences contrary to section 313. The Senior Resident Magistrate who tried the case acquitted Mr. Maina of all the charges against him on 10th June, 1975. Mr. Mwariri and Mr. Muturi were convicted and sentenced to various terms of imprisonment.

The details of the alleged fraud will be gone into in the award hereinafter.

When Mr. Maina was acquitted the Claimants reported a trade dispute to the Minister for Labour on his behalf along with the other six mentioned above.

After a comprehensive investigation by an official of the Ministry of Labour the following findings and conclusion were forwarded to the parties in respect of Mr. Maina:—

Findings

The Management in their submission have amply shown that either Mr. Maina was very negligent and careless in the performance of his work or he was in conspiracy to defraud the Bank. The case of Sh. 81,277/90 would need no further elaboration. Similarly the cases of Messrs. Mundia and Waweru were treated in very suspicious circumstances. It is inconceivable that Mr. Maina should have performed the clerical duties as outlined on two occasions whereas there should have been clerks to perform the same. The contention that the clerks were busy is far-fetched and indeed most unconvincing. In this case he did not observe the laid down procedure as relating to crediting accounts with more than Sh. 10,000 resulting in a big loss to the Bank.

Notwithstanding Mr. Maina's past lapses as already shown and the fact that he was acquitted by the Court in respect of the offences against him, the Management were not stopped from acting administratively.

Conclusion

It is my considered view that Mr. Maina abused the trust placed in him by the employer. He could no longer be relied upon and his integrity and responsibility became highly suspect. In the circumstances, the action taken by the Management in terminating his services in accordance with the parties collective agreement was justified."

The Respondents accepted the above findings and conclusion but the Claimants have rejected them and the matter is now before the Court.

In these proceedings the Claimants have substantially relied on Mr. Maina's acquittal in the criminal proceedings for asking for his reinstatement as they maintained that his acquittal in a Court of Law has absolved him from any blame in the loss of nearly Sh. 69,509/50 sustained by the Respondents.

They further submitted that Mr. Maina despite being over-worked had carried out all his duties without being negligent or careless in any manner. They stated that he had been made a scapegoat by some other persons in the Respondents' employment for their misdeeds. They particularly attacked Mr. Oyier who was the accountant at the time in the Industrial Area branch and pointed out that any withdrawal of sums over and above Sh. 2,000 had to be approved by him and that the withdrawals in any case did not fall under Mr. Maina who was the Section Head of the current and savings deposit accounts.

Regarding the other allegations that Mr. Maina had issued another cheque book to Mr. Thinwa when he had the first cheque book lying in his drawer the Claimants submitted that this was normal error which could have happened to anyone and that no improper motive could be attached to him for this lapse. As far as the alleged negligent performance of credit audit checks which are part of a Section Head's duties the Claimants referred to the relevant circular and pointed out that the credit audit check had to be carried out when the hard copies and vouchers are received back from the computer centre and not before the entries had been made in the various accounts in the computer.

The Respondents have set out in great detail how the frauds which resulted in such a big loss to them were perpetrated. They explained that Mr. Maina being the Section Head in charge should have examined every credit over Sh. 10,000 and if the amount was over Sh. 10,000 he had to compare the account number and the name on the voucher to ensure the correctness of all the details. He was then required to check the balance of the account to ensure that the amount of the credit voucher was reasonable in relation to the balance of the account. If he was not satisfied then he was required to make immediate inquiries to find out what the amount represented and to establish that the account holder was entitled to the payment.

In support of their allegations the Respondents stated that when Mr. Maina went on leave he was replaced by Mr. Karimi who performed his duties in a proper manner with the result that he intercepted a cheque for Sh. 11,768/40 which otherwise would have also gone the same way as Sh. 69,509/50 had gone.

Further they questioned the motive in Mr. Maina himself opening the two accounts of Mr. Thinwa and Mr. Waweru through which the Bank lost the amount instead of letting the clerks whose duty it was to do the work. Further all the

relevant account opening forms which were supposed to be under Mr. Maina's custody disappeared.

The Respondents also alleged that Mr. Maina knew that Mr. Waweru was a bad customer and yet he did not inform his superiors about it.

The parties called their respective witnesses in support of their cases and the Court has now to determine if in fact Mr. Maina was partly responsible for the loss of Sh. 69,509/50 sustained by the Respondents by carrying out his duties in a grossly negligent manner.

The Court would like to briefly state the manner in which the Bank lost this money. One of their big customers Brooke Bond (K) Ltd. received money through various credit transfers. The total amount so transferred to their account through credit transfers was Sh. 81,277/90. This money through the Mechanations of some employees of the Bank with outside collaboration was diverted to the two newly opened accounts of Mundia Thinwa and J. Waweru.

The Respondents gave the following breakdown of these figures:—

Where deposited and date		Amount Sh.	Credit to Account of and date	
Wundanyi	13.2.74	19,720.25	Mundia Thinwa	27.2.74
Kakamega	22.2.74	20,729.40	Mundia Thinwa	27.2.74
The credit to Mundia Thinwa was for a single amount of Sh. 40,449.65 which is the total of the above two figures.				
Meru	7.3.74	10,807.55	Mundia Thinwa	28.3.74
Meru	7.3.74	4,626.05	Mundia Thinwa	28.3.74
The credit to Mundia Thinwa was for a single amount of Sh. 15,433.60 which is the total of the above two figures.				
Voi	24.4.74	13,626.25	Julius Waweru	3.5.74

The above amounts, totalling Sh. 69,509.50 were subsequently withdrawn on various dates in cash and by transfer. The same would have happened to the Sh. 11,768.40 if it had not been intercepted by Mr. Karimi."

It is quite interesting how these two accounts were opened and the manner in which they were recommended to the Bank. It is quite clear that the main culprit and the brain behind this fraud was one Mr. Mwariri, a clerk employed by that branch because it was this man who facilitated and helped Mr. Thinwa and Mr. Waweru to open these accounts to which money belonging to Brooke Bond Liebig (K) Ltd. was diverted.

One other person who was closely involved and with whose active collaboration this fraud would not have succeeded appears to be the waste clerk.

Mr. Mwariri knew that certain credits were due to Brooke Bond Liebig (K) Ltd. and he arranged with an outside person to pay in fictitious cheques for those amounts which cheques of course were never presented to the Bank on which they were drawn because the money that was diverted was already lying in the Bank. So the fictitious cheques and all the relevant documents pertaining to them had to be destroyed at the first available opportunity. For illustration the Respondents gave the following example:—

"On 13th May, 1974, Mr. Waweru paid in a cheque deposit of Sh. 11,768.40. This was received over the counter, went to the Section Head in charge of clearing with cheque and credit voucher still attached, but what was posted in the waste was the cheque credit voucher and against it a cash book debit in respect of a credit transfer favouring Brooke Bond Liebig originating from Wundanyi for a similar sum, i.e. Sh. 11,768.40."

When Mr. Maina was on leave and had been relieved by Mr. Karimi he became suspicious in respect of a cheque which was presented for Sh. 11,768.40 as a cheque for the same amount drawn by the same party had bounced previously when he, Mr. Karimi, was in charge of the clearing section. So when he came across that cheque again when he was acting in place of Mr. Maina as Section Head of current and savings deposits accounts he became suspicious and intercepted it. This interception coupled with an inquiry from Brooke Bond Liebig (K) Ltd. re the state of their account exposed this fraud. Mr. Mwariri is in prison, the Court was told, for 8½ years for his part in the fraud.

The Court has now to determine if these frauds could have been prevented or detected if Mr. Maina as Section Head of current and savings deposit accounts had been performing his duties properly as he has been acquitted by the criminal court of any complicity in the frauds itself.

Surprisingly in the Respondents' written submission and in their verbal submissions they put forward as part of Mr. Maina's duty re credit audit checks that he had to do it before the credits for any particular day were sent to the computer centre. It was not until towards the closing stages of the dispute when the Claimants pointed out that as per instructions on 16th March, 1972, the credit audit check begins with the first step as follows:—

"1. When the hard copies and vouchers are received back from the computer centre the official in charge of current accounts must ensure that all batches have been received back from the computer centre by reference to the Batch Control Summary."

This took the Respondents' spokesman by surprise.

This being the case the Court has to further examine the whole system in order to find out whether or not Mr. Maina had been negligent in carrying out credit audit checks. In other words, could Mr. Maina, after the hard copies and vouchers had been received from the computer centre, have prevented these frauds taking place?

The Court was told and believes that any withdrawals over a sum of Sh. 2,000 were approved by Mr. Oyier, the accountant at the time, who approved them on the strength of a small balance slip of the relevant account which was brought to him by the passing clerk along with the cheque drawn on that account. So it is important to determine at what precise stage a balance is computed when certain deposits have been made in respect of an account.

As has been stated hereinabove in the award Mr. Maina was cleared of complicity in the criminal offences regarding the loss sustained by the Respondents in these fraudulent transactions. The issue before the Court is to determine whether or not Mr. Maina deserved a termination for having performed his duties in a grossly negligent manner.

Through a circular issued by the Respondents on 15th March, 1972, the section heads were given duties of an additional credit audit check. The reason for this is stated in the first paragraph of the said circular which is reproduced hereinbelow:—

"In recent months the Bank has suffered losses as a result of credits being fraudulently diverted to other accounts and the moneys thereafter being withdrawn. To guard against this an additional credit audit check was introduced in Government Road branch in January and we now wish this check to be extended to all computerized branches."

Paragraphs 4A and B of this circular are extremely important to this dispute in that the alleged negligent and careless performance of Mr. Maina's duties hinges on them. These read as follows:—

"4. *Credit Audit Check.*—Once the hard copies for all credits have been checked, they should be handed with the vouchers to a *nominated* Section Head/Clerk, who will thereafter go through each batch and *examine every credit over Sh. 10,000 as follows:*—

- A. He will compare the account number and the name on the voucher with a previous balance list to ensure that the account number is correct for the name on the voucher.
- B. He then checks on the balance of the account appearing on the balance list to ensure that the amount of the credit voucher is reasonable in relation to the balance of the account. *If he is not satisfied he must make immediate inquiries to find out what the amount represents and to reasonably establish that the account holder is entitled to the payment."*

The Court was given photostatt copies of the statements of current accounts of M. Thinwa and J. W. Waweru.

These statements show that Mr. Thinwa having opened his account in the circumstances already mentioned with a credit of Sh. 500 received a further credit through a cheque pay-in of Sh. 40,449.65 on 27th February, 1974, and a further credit through a cheque pay-in of Sh. 15,433.60 on 20th March, 1974. These amounts were withdrawn through various cheques issued on 1st, 11th, 13th and 20th March, 1974, and finally on 2nd April, 1974, leaving a balance of 92.95 only.

The account of Mr. Waweru also started with a credit balance of Sh. 500 on 10th April, 1974, and received a credit through a cheque pay-in of Sh. 13,626.25 and the withdrawals were made through cheques on 4th and 8th May, 1974, leaving a balance of Sh. 98.65. There is a further credit and debit entry of Sh. 11,768.40 which is as a result of a cheque paid in but which subsequently bounced. It was through this "refer-to-drawer" cheque intercepted by Mr. Karimi that the whole fraud was exposed.

The Court must now establish if, when the aforesaid credits appeared in these accounts, Mr. Maina performed his duties in accordance with the extracts from the circular regarding the credit audit checks to be carried out by the section heads. Once the hard copies and vouchers are received back from the computer centre then the Section Head has to carry out a check as instructed in 4b quoted above. So to take the case of Mr. Thinwa's account when a credit of Sh. 40,449.65 appeared in his account on 27th February, 1974, then Mr. Maina was required to carry out the checks and to ensure that the amount of the credit voucher was reasonable in relation to the balance of the account. If he had done these checks then he would have found that either the supporting documents, i.e. vouchers were missing or if they were there they would clearly show the source of the credit.

This would be the procedure in respect of the credits in the above two accounts.

Mr. Maina told the Court that he was overworked and therefore probably did not carry out his duties as meticulously as he was expected but the Court is satisfied from his overtime claims during the relevant period that he was not overworked as claimed by him. He further stated as far as he was concerned these two persons were businessmen and while checking their credits he thought these credits were quite reasonable in relation to these accounts and therefore he did not feel the necessity of making any inquiries to find out what the amount represented and to reasonably establish that the account holder was entitled to the payment.

The Court notes that in the credit audit check instructions it is stated that if the section head is not satisfied regarding the amount of the credit voucher in relation to the balance of the account then he has to make further inquiries.

The Court now has to make a finding whether Mr. Maina's assumption was proper under the circumstances in view of the fact that these two accounts were opened in the names of these two persons who professed to be businessmen. There is no doubt that further inquiries are at the discretion of the section head "if he is not satisfied". It does not say that all credits over Sh. 10,000 had to be inquired into.

In these circumstances the Court must ask itself if in the aforesaid circumstances in the account of a self-professed businessman when the first credit appears in the region of Sh. 40,449.65 Mr. Maina was performing his duties carefully and properly in assuming and stating that he was satisfied that the amount of the credit voucher was reasonable in relation to the balance of the account.

Had it not been for the reason which was brought to the attention of all persons concerned as to the carrying out of the credit audit checks the Court would have been inclined to believe that in the circumstances Mr. Maina would be fully justified to assume that such a big credit for the first time in an account could be expected. But the banks have suffered losses of big magnitude as a result of credits being fraudulently diverted to other accounts and the monies thereafter being withdrawn. Under these circumstances credit audit check assumes great importance and the Court therefore finds that it was an error of judgment bordering on carelessness on the part of Mr. Maina not to have initiated appropriate inquiries in respect of the big credits in the above two accounts.

The other allegation against Mr. Maina is that he himself opened the accounts of these two persons and therefore some motive should be attributed to him for having done that himself instead of letting the clerks do that work. The Court gives him the benefit of doubt on that and accepts his explanation that he did so because the clerks were busy on other duties. Another allegation is that he knew that Mr. Waweru was a bad customer and he did not inform his superiors but surprisingly he was not cross-examined on this allegation and in fact there is no evidence to conclusively prove that that was so. Therefore here again the Court cannot hold this against him.

Further allegations against him are that the account opening forms in respect of the above two accounts are missing as are all the relevant pay-in documents regarding the above credits.

At least the account opening forms were in his custody in a cupboard the key of which was in his possession, so if these account opening documents are lost then that is due to the negligence of Mr. Maina.

After careful consideration of all the submissions the Court finds that Mr. Maina was indeed careless in the performance of his duties as far as credit audit checks were concerned. The Court firmly believes that if he had not been careless then a considerable part of the sum of Sh. 69,509.50 which the Respondents have lost could have been saved.

In these circumstances the Court having very carefully analysed every aspect of this dispute, particularly the system in operation, necessitating hours of detailed study, has come to the conclusion that Mr. Maina deserved a termination. In these circumstances the Court cannot help him any more and the Claimants' demand is rejected.

Given in Nairobi this 4th day of April, 1977.

SAEED R. COCKAR,
Judge.

Z. M. ANYIENI,
F. E. CHOGO,
Members.

GAZETTE NOTICE No. 975

THE INDUSTRIAL COURT CAUSE No. 69 OF 1976 (2)

Parties:—

Kenya Union of Commercial Food and Allied Workers
and
Kenya Commercial Bank Limited

Issue in dispute:—

Termination of services without just and reasonable cause of the following:—

1. Odhiambo Aol Aluso.
2. David Njoroge Kagiri.
3. Jeremiah Ndong.
4. Miss Grace Ezekiel.

1. The Kenya Union of Commercial Food & Allied Workers shall hereinafter be referred to as the Claimants and the Kenya Commercial Bank Ltd. shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on 25th, 26th, 27th January and 25th February, 1977 and in addition to relying on their written and verbal submissions called the following witnesses to give evidence on oath:—

Claimants:—

Grace Ezekiel.
David Kagiri.

Respondents:—

E. Mathiu.
Leslie Mwachiro.
Ismail M. Yusuf.

AWARD

3. The Notification of Dispute Form "A" dated 5th August, 1976, duly signed by the parties was received by the Court on 17th September, 1976 along with the statutory certificates signed by the Minister for Labour and the Labour Commissioner.

The services of the four people involved in this dispute were terminated on 13th December, 1975 by the Respondents on the ground that during the month of October 1975 each one of them in conjunction with several others had attempted to defraud the Bank of a large sum of money to the tune of Sh. 301,842/65.

Their services were terminated in accordance with the provisions of clause 4 (d) of the collective agreement applicable to them by the payment of one month's salary in lieu of notice in addition to all other dues to which they were entitled.

Mr. O. A. Aluso had started working for the Respondents as a clerk in March 1968 and in 1972 he was promoted to the position of Section Head which position he held until the termination of his employment.

Mr. D. N. Kagiri also started working for the Respondents as a clerk in March 1968. In 1973 he became a Section Head and when his services were terminated he was working as Administration Section Head at the Computer Centre in Industrial Area, Nairobi.

Mr. J. Ndong started working for the Respondents on 10th December, 1971 as a clerk and he was transferred to the Computer Centre on 13th January, 1975.

Miss G. Ezekiel was employed by the Respondents as a clerk in 1971. About July 1973 she was made a shift leader and in November 1974 she was appointed Acting Section Head and on 1st May, 1975 she was made probationary Section Head in which post she was later confirmed.

All four of them had been picked up from their places of work by C.I.D. officers and were interrogated, and spent one night in the custody of the C.I.D. On their release when they reported back on duty they were served with the letters of termination as stated above.

It is common ground that despite the police investigation and interrogation none of them was charged for any offence.

On 19th January, 1975 the Claimants reported the existence of a trade dispute to the Minister for Labour. An investigation was carried out and the Permanent Secretary forwarded his findings and recommendations to the parties on 6th July, 1976 and although the report related to all the seven employees involved in this dispute the findings in respect of the four above named were as follows:—

"Findings"

All but one of the four employees were employed at the Bank's Computer Centre. The fourth was employed at the Government Road Branch of the Bank. According to the evidence adduced by the Bank, the quartet formed themselves into a syndicate each to perform a particular operation connected with his work to defraud the Bank and to eliminate the possibility of detection of such fraud. Had the attempted fraud succeeded, the Bank stood to lose Sh. 300,000, an amount no employer can afford to lose through conspiracy by its employees.

These types of frauds have been too prevalent in the past few years and every Bank must be very wary of employees whose integrity comes into question.

The fact that the employees were not taken to Court is besides the point. What is important is that the Management detected a fraudulent action which had all the ingredients for success. It was planned by relatively senior officials of the Bank who had been placed in positions of responsibility but which they intended to use as a means to execute the fraud plot.

In view of the above, the action taken by the Management to terminate the services of the four employees was fair and in accordance with the terms of employment."

The details of the alleged attempted fraud in brief are as follows:—

An account No. 230-506-277 in the name of Assan Decorators Co. suddenly had a credit balance of Sh. 299,538 whereas previously this account had a stagnant balance of 87/50 only. This was on or about 29th and 30th October, 1975. On 30th October, 1975 a cheque for Sh. 30,000 was drawn on this account and the cheque was presented to the Bank for encashment.

Fortunately the Respondents had received a tip off that a big fraud involving the Computer Centre and one of the Bank branches was about to be perpetrated which had put them on guard.

As a result when the aforesaid stagnant account suddenly showed an enormous credit balance and a cheque for Sh. 30,000 was presented to withdraw that amount, the bearer of the cheque was asked to go and bring his co-signatory as his signature differed from the specimen. This was to enable the Respondents to make appropriate inquiries and by the time the bearer returned in the afternoon the Respondents had established that a fraudulent entry of Sh. 299,450/50 had been posted at the Computer Centre on 29th October, 1975 to the credit of the account of Assan Decorators.

The bearer of the cheque and his partner were both arrested and charged and in May 1976 were convicted and each sentenced to one year's imprisonment.

The Respondents further explained that a debit of Sh. 301,842/65 was passed to one of their large customers and a large amount from that was credited to their aforesaid account No. 230-506-277 and the remaining small amount was credited to another account.

The Respondents admitted that there is a difference of Sh. 1,372/05 in this transaction but have suggested that the overall balance position for their branch was meant not to change but possibly there was a third credit of Sh. 1,372/05 or an arithmetical error occurred.

During the crucial time i.e. 29th October it was necessary that the debited customer should not get his statement as he would immediately question the huge debit and as such that particular statement was removed and was not dispatched to the customer.

The Respondents stated that Mr. Aluso was the mastermind behind this attempted fraud who at the time was at their Government Road Branch having been transferred there from the Computer Centre where he was considered a security risk. At the Government Road Branch he was posted to clearing department and he was subsequently posted to the accountant's department in order to further minimize the risk.

Mr. Aluso and the other three employees had acted in collusion in order to carry out the aforesaid fraud. Miss Ezekiel was a Section Head at the Computer Centre and was in sole control of the Key Edit Console in the Key Edit room. Without her active connivance and collaboration the fraudulent entry could not have been passed.

The Respondents further alleged that Mr. Ndong who worked in the Computer Room had a hand in suppressing the Security Refer List and it was Mr. Ndong who did the job of suppressing the List. Further Mr. Ndong had ample time to destroy the printouts as well as the console log. Another allegation against Mr. Ndong is that although after the discovery of the attempted fraud he was barred from working in the Computer Room he took the first opportunity on 6th November, 1975 to enter that room and overwrite the records of 29th October, 1975 thus making it extremely difficult to reconstruct what actually happened.

Regarding Mr. Kagiri the Respondents stated that Mr. Kagiri was the only person with enough knowledge of the Security Refer List as he was the Section Head in the Computer Room when it was introduced and knew exactly how it was produced and for what reasons. He was therefore a very important part of the attempted fraud as he would know how to suppress the Security Refer List. Moreover, since he was in charge of the section dispatching statements to the customers Mr. Kagiri was in a position to remove the statement of the customer whose account had been debited with Sh. 301,842/65 on 29th October, 1975. One other allegation against Mr. Kagiri is that although he was in charge of checking the brought forward figures of the balances, he did not point out the anomaly to the Operations Manager in that the brought forward figure for 29th October, 1975 was different from the figure carried forward for 28th October, 1975.

The Claimants maintained that the terminations of the services of the four persons concerned were wrongful in that the Respondents have not stated clearly what offence these four employees had committed to warrant the termination of their services. They pointed out that these four persons had been detained by the police but had subsequently been released which showed that they had committed no criminal offence.

The Claimants stressed the employment record of the four persons and argued that they were all good employees who had made rapid progress in their employment and in the absence of direct and conclusive evidence it would be very wrong to connect them with the attempted fraud on mere guess-work.

Both the Claimants and the Respondents gave very detailed opening and final submissions and called various witnesses in support of their respective cases but the Court does not intend to go into them in any great detail.

The Court is satisfied that the method used in this attempted fraud was extremely clever and shows that persons who had an extremely good knowledge and deep insight into the workings of the banking system at the Computer Centre could have conceived it.

The Court finds it of great significance that Miss Ezekiel was seen in the company of Mr. Aluso at the Government Road branch quite often prior to the attempt to defraud the Bank. She was working at the Computer Centre in Industrial Area, and got into a bus at 1.30 p.m. very near the Respondents' Government Road branch but she was seen very frequently

talking to Mr. Aluso at about 12 p.m. The Court accepts the evidence of the Respondents' Government Road branch Accountant on this point and is convinced that both Miss Ezekiel and Mr. Aluso were very friendly. The Court rejects Miss Ezekiel's explanation that as she was on the sports committee of the Bank she used to discuss the activities of this committee when she was at the Government Road branch as alleged.

Mr. Aluso being the mastermind behind the attempted fraud, the attempt to defraud the Bank would have been impossible had it not been for the active collaboration of someone in the Key Edit Room. The Court is satisfied from the evidence produced that Miss Ezekiel was on duty from 1 p.m. on 28th October, 1975 to 1.15 a.m. on 29th October, 1975 and that the other section head in that department was off duty on that date. The log book proves that Miss Ezekiel was in sole control of Key Edit Console with exception of the period from 11.30 p.m. on 28th October, 1975 for about 46 minutes. On the evidence before the Court, the Court is satisfied that the work Mr. Wahome, the Shift Controller, did during these 46 minutes and the tapes he peeled did not contain the three entries involved in this fraud which means that the only person who could possibly manipulate the tapes in question for the purpose of fraudulent entries was Miss Ezekiel.

Miss Ezekiel while giving evidence obviously lied when she said that Mr. Yusuf, the Computer Operations Manager, could not do the job of recreating the work of 27th, 28th and 29th October, 1975 and that neither the late Mr. Heho who was number one in the Computer Centre until his death could do it and that was the reason why she was asked to recreate the work. Mr. Yusuf stated that he was the one who had taught Miss Ezekiel how to operate the Key Edit Console.

The Court formed a distinct impression from the way Miss Ezekiel gave evidence that she highly regretted having got involved in this attempted fraud but this does not alter the fact that she was a very important party in this whole unfortunate affair. The Court notes that to be able to post a fraudulent credit it was necessary to have a magnetic tape prepared in the Key Edit Room at night, peeled and released from the machine so that the entries would not appear on the dumps, this could only be done by the Key Edit operator or the section head in that department.

The fraud would have been difficult to succeed because of the Security Refer List which the Court was told immediately highlights any movements above a certain figure. So it was important that the Security Refer List should be suppressed for a certain period. The Court finds that the person who suppressed the Security Refer List was Mr. Ndong who was the only operator on duty in the Computer Room during the lunch hour 1 p.m. to 2 p.m. during the relevant dates.

The Court examined the console log of 29th October, 1975 which was produced in Court by Mr. Mwachiro who is the current Computer Manager having taken over from Mr. Heho. This exhibit shows that the portion prior to the running of Mombasa which begins at 2 p.m. was missing. Also there was no record to show the sequence of the job that was run on the morning of 29th October, 1975. The Court finds on balance that Mr. Ndong is the person who tampered and destroyed the relevant portions of the console log.

One other very damaging piece of evidence against Mr. Ndong is the fact that although he was barred from the Computer Room after the attempted fraud was discovered he took the first opportunity on 6th November, 1975 of entering this room and overwrote the records of 29th October, 1975, thus making it extremely difficult to reconstruct what actually happened. On the evidence produced the Court is satisfied that Mr. Ndong did disobey the instructions in this regard.

It is also significant that Mr. Ndong is the brother-in-law of one of the two persons convicted and sent to prison as stated hereinabove.

The Court has no doubt that Mr. Ndong was also actively involved in this dishonest act.

Now turning to the role of Mr. Kagiri the first allegation against him, is that he suppressed the statement to the Bank's customer whose account was debited with Sh. 301,842/65 otherwise an immediate query would have been raised and the fraud would have been discovered. On this point Mr. Kagiri had some other people also working under him but he was the officer-in-charge of dispatching statements. The Court is satisfied on balance that it was Mr. Kagiri who suppressed the statement removing it from the statements when they were ready for dispatch.

The other allegations against him are that he was the only person with enough knowledge of Security Refer List as he was the Section Head in the Computer Room when it was

introduced and knew exactly how it was introduced and for what reasons and he therefore would know how to suppress it. On this particular point Mr. Ndong is the person who really suppressed the Security Refer List but the Court has no doubt that it was in collaboration with Mr. Kagiri who was also a party to this fraud. On the third point against Mr. Kagiri that he was seen quite a lot in the company of Mr. Aluso and that he exchanged a lot of messages with him, even if the Court were not to attach any importance to these, there is sufficient evidence before the Court to show that Mr. Kagiri was involved in a dishonest act regarding his employer in collaboration with the other three persons.

The Court has very carefully considered and weighed the detailed submissions made by the Claimants on behalf of these four persons concerned but finds that there is no merit in them. The Court is satisfied that all these four persons involved forfeited their right to continued employment by indulging in a dishonest deed whereby they attempted to defraud their employer of a very large sum. Had the Respondents not been tipped off about the impending fraud in all probability these persons would have succeeded in their nefarious activity.

After careful consideration of all the submissions the Court finds that the services of all of them have been terminated by the Respondents with full justification and the Claimants' demand is accordingly rejected in respect of each one of them.

The Court would be failing in its duty if it does not make a comment in respect of the Claimants' representations on behalf of Mr. Aluso. It is common knowledge that this gentleman is in prison for five years for other frauds and for which he was arrested and charged shortly after the attempted fraud which is the subject matter of this dispute. The Court feels that although very technically the Claimants may have a point in that he went to prison for some other incidents and as far as he was concerned he had no part in this attempted fraud the Court expects a more responsible attitude from the trade unions in the country in such circumstances. This is an abuse of the process of the law which provides a forum for the settlement of disputes between trade unions and employers.

Given in Nairobi this 6th day of April, 1977.

SAEED R. COCKAR,
Judge.

F. E. CHOGO,
Z. M. ANYIENI,
Members.

GAZETTE NOTICE NO. 976

THE INDUSTRIAL COURT

CAUSE NO. 85 OF 1976

Parties:—

Kenya Union of Commercial Food and Allied Workers
and
Securicor (K) Limited

Issue in dispute:—

Failure by the management to grant their employees affected a rise of Sh. 20 each p.m. with effect from 1st August, 1975, as per Industrial Court Award Cause No. 6 of 1974.

1. The Kenya Union of Commercial Food & Allied Workers shall hereinafter be referred to as the Claimants and Securicor (K) Ltd. shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on 18th February, and 7th and 8th March, 1977 and in addition to relying on their written and verbal submissions called the following witnesses to give evidence during the hearing—

Claimants:—

O. Wandiga.
G. Wakessa.
S. Muhanji.

Respondents:—

J. P. T. Foster.
Sir Derek Erskine.

AWARD

3. The Notification of Dispute Form "A" dated 9th August, 1976 duly signed by the parties was received by the Court on

8th December along with the statutory certificate signed by the Labour Commissioner.

The background to this dispute is that the Respondents and the Claimants were parties to an award made by the Industrial Court in Cause Nos. 1-6 of 1974. Along with the Respondents, five other security organizations were also involved in those disputes and were subject to the Court award.

One of the issues in dispute was wages both monthly and casual. The Court announced its award on 29th June, 1974 in the following terms on the issue of wages—

1. Wages

(a) Monthly Employees

Grade	Job Title	Employer	1st Year Sh.	2nd Year Sh.
I	Security Guards	Securicor (Kenya) Ltd.	290	310
		Night Watchman Service	275	
		Others	270	
II	Corporals	Securicor (Kenya) Ltd.	300	325
		Simba Security Ltd.	300	
		All Others	285	
III	Kennel Man/Dog Trainer.	310	335
IV	Sergeant Majors	Securicor (Kenya) Ltd.	330	355
		Security Express Ltd.	290	
V	Tailors/Shop Repairs	380	405
VI	Drivers	450	470
VII	General Clerks	Securicor (Kenya) Ltd.	525	545
		Karen and Langata Guards Ltd.	525	
		Security Guards Services	525	
		Others	440	
VIII	Mechanics	550	575
IX	Senior Clerks	600	650

NOTES:—If any employee does not benefit under the above award he shall get a wage increase of Sh. 20/- for the first year and a similar increase for the second year.

(b) Casual Employees

The factor of 1/22 of an employee's monthly wage to determine the daily casual rate."

The Court further directed that the effective date of the award should be 1st August, 1974 and that it should remain in force as agreed between the parties for a period of two years from that date.

The first year part of the award was duly implemented by the Respondents along with the other security organizations and the duration of the first year award was to expire on 31st July, 1975 after which the workers were to get the second year part of the award as stated hereinabove.

In the meantime an interesting development took place and that is that on May Day 1975 H.E. the President decreed wage increases which resulted in Legal Notice No. 1/75 which was later amended by L.N. 69/75. This notice was effective from 1st June, 1975 and is the Regulation of Wages (General) Order 1975. Under this Order effective from 1st June, 1975 a monthly wage of Sh. 331 was set out as the basic minimum consolidated wage for a night watchman.

The Respondents had no option but to comply with the law resulting from the Presidential Decree and they told the Court that they implemented the Presidential Decree as follows—

"NAIROBI AND MOMBASA ONLY"		From Sh.	To Sh.
Guards	290	331
Corporals	300	341
Kennel Man/Dog Trainers	310	351
Sergeant Majors	330	371
Tailors/Shop Repairs	380	421
Drivers	450	491
Inspectors	450	491
General Clerks	525	566
Mechanics	550	591
Senior Clerks	600	641
Casual rate	15/75	
OTHER AREAS OF OPERATION			
Guards	240	306
Corporals	250	316
Sergeants	300	366
Drivers	315	471
Casual rate	14/55	

In fact what the Respondents did was that they raised their basic minimum as awarded by the Court for the first year of Sh. 290 to Sh. 331 being the new basic consolidated minimum in the Regulation of Wages (General) Order, 1975 and proceeded to increase all the other rates also as awarded by the Court for the first year by Sh. 41.

The above rates continued in force and when the second increase under the Court award was due on 1st August, 1975 the workers were not given any increase by the Respondents as they felt that since they had paid as a result of the Presidential Decree higher rates to their employees than those awarded by the Court with effect from 1st June, 1975 two months before the second year instalment of the Court award was due, they were under no obligation to grant any further increase.

It appears that there was no serious effort on the part of the workers or the Claimants to press the Respondents to comply with the Court award as far as the second year instalment of the wage increase was concerned until towards the end of February 1976 when the Respondents' workers refused to accept their wages and insisted that they were entitled to Sh. 20 wage increase which had been awarded to them by the Industrial Court with effect from 1st August, 1975.

On 28th February, 1976 the Claimants' General Secretary wrote to the Minister for Labour that the Respondents' management had defied the Industrial Court award in Cause Nos. 1-6/74 in that—

- "1. They have refused to give their employees affected a rise of Sh. 20 each p.m. with effect from 1st August, 1975 that is for the second year of that award, which rise they gave during the first year and they withdrew unilaterally.
2. They have withdrawn this entitlement on the pretext that the Presidential Directive of 1st May, 1975 superceded and annulled that entitlement."

On 3rd March, 1976 they issued a strike notice and on 5th March, 1976 the Permanent Secretary wrote the following two paragraphs on the subject matter of the dispute to the parties—

"In your letter reference 785/JAO/Ltk/76 of 3rd March, 1976 you have explained at length what increases you have given to employees who were on the minimum wages on the operative dates. While what you say is true as regards this category of employees, it should not be forgotten that certain guards were on wages higher than the minimum awarded by the Industrial Court. Those are the employees whose increase was awarded under "Note" immediately below the various wages appearing on page 7 of the award in Cause No. 1-6 of 1974. These employees were entitled to a Sh. 20 wage increase on 1st August, 1975 and the fact the minimum wage was raised to Sh. 331 on 1st June, 1975 does not disentitle them to this increase as awarded by the Industrial Court. My understanding is that the purpose of this part of the award was to ensure that employees who were on wages higher than the minimum on the operative dates were to retain the differential as it would have been unfair to allow their wages to be overtaken by the minimum wage.

In view of the above the company should grant a Sh. 20 wage increase with effect from 1st August 1975 to all employees who were on wages higher than Sh. 290 p.m. between 1st August 1974 and 1st June, 1975 to ensure that the differential between them and those on minimum wage is maintained."

The Claimants are demanding a sum of Sh. 20 to be added on to the wage of each one of nearly 4,000 employees of the Respondents with effect from 1st August, 1975 notwithstanding the Sh. 41 increase granted by the Respondents to all of them with effect from 1st June, 1975.

The Claimants maintained that the Ministry of Labour have supported their demand and they also relied on the "Note" which appears in the Court award as set out hereinabove.

They also stated that the Respondents had included the second year increase of Sh. 20 awarded by the Court with effect from 1st August, 1975 into their charges to their customers so by denying their workers their due under the Court award the Respondents were in fact swallowing the workers' dues.

The Respondents on the other hand have vigorously resisted this demand by saying that as a result of the Presidential Decree they had paid far more than what the Court award had given to the workers and they had therefore discharged all their obligations towards their workers as far as the Court award was concerned.

The Respondents through their witnesses warned the Court of the grave danger of their being burdened by such a big retroactive financial expenditure which would result in their instant liquidation.

The Respondents stated that there was no chance of their parent company in U.K. subsidizing their operations in Kenya from profits earned through their other companies in the world.

The Respondents also put forward a point that they had to compete with dozens of other security firms in the country who got away by paying wages far below the statutory minimums and previous to that, below those awarded by the Court.

The Court would like to refer to section 10 subsection (4) of the Trade Disputes Act which reads as follows—

"10 (4) An award shall not contain any provision which is inconsistent with the provisions of any written law relating to the terms or conditions of or affecting employment or labour, and any award containing any such inconsistent provision shall have effect as if such inconsistent provision had not been included therein."

The Court award in Cause Nos. 1-6/74 which has been set out hereinabove awarded wage increases to workers in two instalments. The first wage increase was effective from 1st August, 1974 and the second wage increase was to be effective from 1st August 1975. However, before the second wage increase could become effective through a Presidential Decree which resulted in the Regulation of Wages (General) Order 1975 the basic minimum consolidated wage per month of a night watchman was raised to Sh. 331 well above the Court award.

Section 10 subsection (4) of the Trade Disputes Act affects the Court award in that the basic minimum of a night watchman cannot be less than Sh. 331. In other words the Court award is by law amended in a manner so that it is then consistent with the provisions of the relevant written law. The Court award for the second year would have increased the basic minimum of a guard to Sh. 310 and if there was an employee who was earning more than the then minimum of Sh. 290 he would have received an increase of Sh. 20 p.m. as per the "Note" quoted hereinabove. It follows therefore that this differential has to be maintained even after the implementation of the Presidential Decree.

The Court fails to see how the Claimants can with any justification plead that the "Note" to the Court award which was announced on 29th June, 1974 can possibly affect the second year wages which have exceeded those awarded by the Court in its award. The "Note" to the Court award was specifically made under the circumstances which were put to the Court in 1974 and was directly related to the wage rates which the Court had granted therein below which the said "Note" appears.

The Court finds that the Permanent Secretary, Ministry of Labour, gave an appropriate ruling in his letter to the parties dated 5th March, 1976 and which has been set out hereinabove.

The Court award continued in all other respects except the wages which were amended by the Presidential Decree.

This meant that the Court award came to an end on 31st July, 1976.

The Court would like to mention at this stage that under the Court award the workers were to benefit during the two year period from 1st August 1974 to 31st July, 1976 by Sh. 40 i.e. Sh. 20 first year and Sh. 20 for the second year whereas by virtue of the Presidential Decree the workers have benefited with effect from 1st June, 1975, by Sh. 61 i.e. Sh. 20 first year and Sh. 41 from the 1st of June.

The Respondents submitted that they had given an increase of Sh. 41 to all their employees in order to retain the wage differential which were to be found prior to the Presidential Decree. This is what the Permanent Secretary, Ministry of Labour, had asked them to do and it is a simple matter for the parties to check if the Respondents have done so, if need be with the assistance of the Chief Industrial Relations Officer, Ministry of Labour.

Surprisingly the Claimants have gone ahead and negotiated a new collective agreement with the member companies of the Security Services Group of the Federation of Kenya Employers which includes the Respondents and in this agreement they have agreed to the following wages—

"Wages

(a) Monthly Employees

Consolidated wages rates i.e. including housing allowance in Sh. per month.

Grade	Job Title	with effect from 1st Jan. 77	with effect from 2nd Jan. 78
		Sh.	Sh.
I	Guards/Office Messenger ..	360	390
II	Corporal ..	370	400
III	Sergeants ..	400	430
IV	Driver ..	520	550
V	General Clerks ..	595	625
VI	Mechanic ..	620	650
VII	Senior Clerk ..	670	700
VIII	Storeman ..	595	625
IX	Inspector ..	520	550

Provided that:—

- (i) The above scales refer to Nairobi and Mombasa only. In respect of other areas Sh. 29 will be increased to their present grade rates for 1st year and Sh. 30 for 2nd year.
- (ii) Existing employees who may not benefit from the above scales shall be entitled to a wage increase of not less than Sh. 29 p.m. on top of their personal rates with effect from 1st January, 1977 and to a further increase of Sh. 30 with effect from 1st January, 1978.
- (b) *Casual employees.*—The factor of 1/22 of an employee's monthly wage shall determine the daily casual rate."

The latest agreement is with effect from 1st January, 1977 and is to run for two years from that date. There is no doubt that the parties through the active collaboration of the Claimants have themselves laid down the new wage rates for these employees and if the Claimants' submission in the present dispute is to be accepted, then what they have in fact negotiated for their members is only an increase of Sh. 9 for the first year and Sh. 30 for the second year. They have further themselves allowed the Respondents an additional five months from 1st August 1976 to 1st January, 1977 by way of a wage standstill on the expiry of the Court award. As stated hereinabove the Court award in Cause Nos. 1-6 of 1974 ran up to 31st July, 1976 and yet the Claimants have gone ahead and negotiated the new collective agreement with the Respondents which is effective from 1st January, 1977. The Court just fails to see the logic behind such a move.

The Court would be failing in its duty if it did not make a comment on the strange behaviour of the Respondents' managing director when the workers had refused to collect their wage packets at the end of February 1976 and there was a threat of serious industrial unrest which the Claimants' assistant general secretary and their Nairobi branch secretary were trying to avert. When these two gentlemen met the Respondents' managing director and told him about the Court award and the "Note" thereunder, he is alleged to have said that as far as he was concerned the award was all Chinese. The Court believes the Claimants' witnesses on this point and finds that the managing director did utter provocative words. The Respondents should take due note of this as better and more responsible behaviour is expected from their top management in an undertaking which employs such a vast number of workers totalling some 4,000 and make sure that such remarks are not repeated again otherwise they will have no one except themselves to blame for any future industrial unrest. The Court is satisfied that both Mr. Ongero and the branch secretary had gone there on the day in question to avert the threatened strike and not to invite a riotous assembly as claimed by the Respondents.

After careful consideration of all the submissions the Court directs the Chief Industrial Relations Officer, Ministry of Labour, to verify that every employee covered by the award in Cause 1-6 of 1974 received no less than Sh. 20 on 1st August, 1974 and that every employee in employment on 1st June, 1975 received an increase of Sh. 41 on his wages which he was earning on that date so that the differentials existing when the award was made have been maintained at every level up to the present date.

This award applies equally to those who may have left employment prior to the announcement of this award.

Given in Nairobi this 5th day of April, 1977.

SAEED R. COCKAR,
Judge.

F. E. CHOGO,
J. CARROLL,
Members.

GAZETTE NOTICE No. 977

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
87/75	Jared Okoyo Ombiro	P.O. Box 420, Nakuru	29-9-74	Intestate
183/74	Muiruri Stanley ..	Gaicanjiro Location, Murang'a District	4-7-71	Intestate
189/76	Muriithi Macharia	Gatitu, Nyeri District	25-3-76	Intestate

Nairobi,
8th April, 1977.

L. J. WOODBURN,
Assistant Public Trustee.

GAZETTE NOTICE No. 978

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

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

CAUSE No. 29 OF 1977

By (1) Savitabai Jivraj Bhoja Shah and (2) Jayantilal Jivraj Shah both of P.O. Box 98257, Mombasa in Kenya, the executors named in the will of the deceased for a grant of probate of the will of the late Jivraj Bhoja Shah of Mombasa aforesaid who died on the 21st day of September, 1976, at Mombasa in Kenya.

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

Mombasa,
25th March, 1977.

D. SCHOFIELD,
Deputy Registrar,
High Court of Kenya, Mombasa.

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

GAZETTE NOTICE No. 979

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

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

CAUSE No. 1 OF 1977

By Amritlal Tulsidas Dharamshi Ghadialy of P.O. Box 130, Nyeri, the executor named in the will of the deceased, through Messrs. Ghadialy & Co., advocates, P.O. Box 130, Nyeri, for a grant of probate of the will of the late Sydney Alfred Myall of Nanyuki in Kenya, who died at Nyeri on the 19th day of October, 1975.

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

Dated at Nyeri this 25th day of March, 1977.

J. S. PATEL,
District Delegate,
High Court of Kenya at Nyeri.

Note.—That the above will is deposited and open for inspection at this Court.

GAZETTE NOTICE No. 980

EAST AFRICAN COMMUNITY
EAST AFRICAN CUSTOMS AND EXCISE DEPARTMENT MOMBASA

NOTICE is hereby given that the undermentioned goods will be sold by Public Auction in the Customs Warehouse, Kilindini, on the 21st and 23rd May, 1977, if not cleared before then.

PHILIP M. MULILI,
Chief Collector of Customs and Excise,
Mombasa.

UNENTERED GOODS LYING IN THE CUSTOMS WAREHOUSE FOR OVER TWO MONTH

W.E.K. No. and Date	Ship's Name	Date	Marks and Numbers	Description of Goods
392/21-2-77 48-82	Hellenic Leader ..	16-12-76	Nation Newspapers Nairobi via Msa. Lic. No. 296640.	2 rolls paper.
299/29-11-76 48-46	Monarch	28-9-76	Nil Mark	1 drum chemicals.
393/24-1-77 48-83	Korshamn	4-11-76	Nil Mark Hoechst BII 43657 KM MS 6276 Mombasa.	1 pallet dry cells. 5 P/drums chemicals.
362/25-10-76 48-47	Muliro	13-8-76	NIL	1 case machinery parts; 1 case hoes; 1 carton wash basins; 1 carton tea kettles.
359/20-12-76 48-41	Palabora	26-10-76	NIL	3 reels paper.
395/20-12-76 48-85	Robertoemme ..	7-10-76	NIL	3 loose motor vehicle tyres; 1 carton kites; thread; 1 carton rubber balls.
391/24-1-77 48-82	H. Olendorff ..	16-11-76	Dunlop E.M. Nil Marks	1 loose tractor tyre.
394/25-10-76 48-83	Tommy	16-8-76	NIL	2 bags chemicals.
309/20-12-76 48-84	Lygov	21-10-76	Kenya Automotive 14930/2 Mombasa Kenya. 16776/1-4 Autowares 16776 Nrb. via Msa. Kenya.	1 pallet motor vehicle parts. 1 pallet motor vehicle parts; 1 carton motor vehicle parts; 2 w/cases motor vehicle parts.
373/24-1-77 48-84	M. Delmas	27-11-76	Continental Automobiles Nrb. via Msa. 2040/1. 641/364001/1-2 Uganda Industrial Machinery Ltd. P.O. Box 1301 Kampala via Mombasa. M.N. 1664 B.A.T.K. Msa. made in W/Germany. C & G OM/2/76 Nrb. via Msa. Kenya 7764/1.	1 carton circular saw blades. 1 case machinery parts; 1 bundle machinery parts.
393/24-1-77 48-83	Korshamn	4-11-76	Johnsons 1188/1-2 -/-/ 1180 Nrb. via Msa.	1 package machinery spares.
396/29-11-76 48-85	Vishva Dharma ..	16-9-76	NIL	2 cases machinery spares parts.
277/2-12-74 44-138	Yokizomo Maru ..	23-9-74	NIL Mr. Mohamed Garore Teachers Train- ing Material c/o The Permanent Secretary Ministry of Education P.O. Box 30040 Nairobi Kenya.	3 cases iron locks. 6 bundles printing paper.
330/2-2-76 48-157	Alessandro Volta ..	19-11-75	NIL	16 cartons steel filing cabinets. 1 case laboratory instruments.
52/25-8-75 45-113	Mormaclake	1-2-75	NIL	20 cartons tinned foodstuff.
230/20-9-76 47-172	Westland	30-7-76	Cathwel Rwanda via Mombasa .. FLS 86585-051 1-10117 Athi River Mombasa.	16 rolls wire mesh. 1 case surgical goods.
230/20-9-76 47-172	Westland	30-7-76	Nakuru Aluminium Works Ltd. A.H. John Johnson P.O. Box 7126, Nakuru, Kenya via Mombasa. The Bursar Makerere Univ. Kampala o/No. Unesco Vet. Med 2/756 Kampala via Mombasa.	1 crate machinery parts.
397/21-2-77 48-86	Hellenic Carrier ..	8-12-76	Mr. David Mead Ker Downey 4 Selby Safaries Ltd., P.O. Box 41822, Nrb. Kenya E.A.	1 case flux and Aluminium thread.
398/21-2-77 48-86	Albertoemme	4-12-76	Sister Mazzier Luigia Piccole Figlie di San guiseppe hospital Catholic North Kinangop Naivasha or (Kenya) add 1/66 Mombasa. Pst Bukumunhe Uganda Cooperative Bank, P.O. Box 6853, Kampala Uganda.	1 carton laboratory chemicals.
399/21-2-77 48-87	Hellenic Torch ..	13-12-76	Padreaurelio Missione catholica are wara BP 218 Arua Uganda.	1 roll carpet.
394/14-4-76 46-24	Captain Michael ..	7-11-74	7114 Nairobi H & MCG via Mombasa -/-/ 2.3.4.6.7. 13152 6614 I.E.K. Nairobi via Mom- basa. KCS Nairobi via Mombasa -/-/ 16.17 ETS Kyamolova Goma via Mombasa Kasese. NNW 56977 B Mombasa Spriniras 3706 Mahe Seychelles .. R.M.C. Mahe Seychelles D.1806 -/-/ 4.10. HM & Co. (H) Ltd. HB 6/75 1039 Brillo 18757 Seychelles. R.M.C. Mahe Seychelles 4346 .. NIL	13 bales secondhand clothing. 1 case used gas cooker.
248/2-12-74 44-138	Talana	1-9-74	ETS Kyamolova Goma via Mombasa Kasese. NNW 56977 B Mombasa Spriniras 3706 Mahe Seychelles .. R.M.C. Mahe Seychelles D.1806 -/-/ 4.10. HM & Co. (H) Ltd. HB 6/75 1039 Brillo 18757 Seychelles. R.M.C. Mahe Seychelles 4346 .. NIL	1 case machinery part.
23/29-3-76 46-25	Lutetian	31-1-76	HM & Co. (H) Ltd. HB 6/75 1039 Brillo 18757 Seychelles. R.M.C. Mahe Seychelles 4346 .. NIL	5 cartons medicaments.
			VH/75 Naafi Limasol	2 cartons light fittings.
				2 casks wine.
				31 cartons powdered milk.
				4 rolls wire mesh.
				3 cartons tea.
				2 cartons bathroom cleanser.
				1 carton soap pads.
				3 cartons Ovaltine.
				2 cartons books; 1 carton bubble tubs (toys); 1 carton machinery parts; 8 cartons mixed foodstuff; 1 carton nappies; 1 carton laboratory chemicals.
				1 carton tissue paper.

UNENTERED GOODS LYING IN THE CUSTOMS WAREHOUSE FOR OVER TWO MONTHS—(Contd.)

W.E.K. yo. and Date	Ship's Name	Date	Marks and Numbers	Description of Goods
385/24-1-77 48-78	Custodian	13-11-76	AC 1336 Sermons acacciavilla Nunza Postalica Nrb. via Msa. The Director IDA project Ministry of Education Kampala.	1 carton cigarettes. 1 pallet electrical equipment.
384/24-1-77 48-77	Mulungushi	18-11-76	CW/26487 L/C No. 76/193 Mombasa Kenya.	1 case machinery parts.
383/20-9-76 48-76	Rafaela	29-7-76	Monseur ambassadeur de France Service Culturel Boite Postalt No. 1337 Bujumbura Burundi. Cape Underwear Mnfrs 82 New Market Street Cape Town 8001 Africa Den 5429096/3.	1 carton books. 2 cartons piece goods.
231/30-8-76 47-174	R. Diesel	25-6-76	Vencapco P.O. Box 41, Salt Rivercape, Africa Del Sur. C/R/S Government of Uganda Ministry of Defence (Magamaga) P.O. Box 1348, Jinja 75-1	2 cartons piece goods. 1 case heavy truck spares.
			C/R/S Government of Uganda Ministry of Defence (Magamaga), P.O. Box 1348, Jinja 65/1 70/6	6 cases heavy truck spares.
			C/R/S Government of Uganda Ministry of Defence (Magamaga), P.O. Box 1348, Jinja 72-1	1 case heavy truck spares.
			C/R/S Government of Uganda Ministry of Defence (Magamaga), P.O. Box 1348, Jinja 84-9 105-30	22 cases heavy truck spares.
68/6-3-72 41-80	Gand	29-9-71	F.386 State food Sun/80/0059 Dar-es-Salaam.	15 bales paper towels.
401/24-1-77 48-89	Eugenies Embirios ..	4-11-76	Publicity Sale Manager for ges tardies 31 Nicolay Road Port Louis Mauritius. NWN Ndola Zambia via Dar-es-Salaam NSL 10047. FT Ltd. Port Louis Order No. MA/MG/15916 No. 3. F11 Hadi P x 421-28 Khartoum via Port Sudan. 7131/56 H/4607 University Teaching hospital c/o Govt. Stores Lusaka Zambia via Maritime Forwarders.	1 case printed matter. 2 cartons baby food.
261/2-2-76 46-55	Kyomei Maru	3-11-75	Nil Mark	1 pallet chemicals.
267/26-7-76 48-18	Uganda	27-4-76	Kachra 59 Nairobi via Mombasa 1022	1 case motor vehicle spares.
355/24-1-77 48-90	G. Schumann	23-11-76	Nil Mark	2 cartons sterilization bags.
345/14-4-75 45-46	Clan Maclean	30-11-74	Eseria Properties 35-1932 6 L/C 4301/74/89 Kampala via Msa. NSS Kampala via Mombasa Duty Free N.H.74 Naafi Eastleigh via Mombasa.	3 cartons tissue paper. 1 carton metal polish.
402/24-1-77 48-90	Batu	1-11-76	3TJ 59850L (No) Rwandex Kigali Rwanda via Msa. 1-2500. M.R.Z. Mombasa Nil Mark B.M. (K) Ltd. 176 A.3 Mombasa -/- 110-267.	52 loose truck tyres. 3 pallets brake fluid. 1 pallet brake fluid. 2 Triwalls 'Vaseline' Petroleum Jelly.
374/24-1-77 48-71	Saikyo Maru	29-11-76	KGS/OAT 526 Kota Kimasalu c/o No. 95. Nil Mark	2 cases hoes.
403/24-1-77 48-91	C. Macgregor	17-11-76	Reqn. 23070/13 Ug. Army Strs Dept. c/o Rly Gds Stn Jinja via Msa Ind. No. Ltr 30/7/73 Re 30/1440L 944057. Mr. N. Wekesa, Box 982, Kitale E.A. 17190 2160.	1 case motor vehicle spares. 1 carton clamps. 1 case machinery parts.
404/21-2-77 48-92	Batjan	8-12-76	Rev. P. Okok, P.O. Box 132, Homa Bay, Kenya via Mombasa. Mr. Hermann c/o Nakufreight Msa. ... BBC 8038-2 Nrb via Msa. ... Mrs. Amodea Atudo, P.O. Box 59, Kitale, Kenya R.C. Ochieng.	1 bundle motor vehicle tyres. 17 bales secondhand clothing. 1 case personal effects; 1 bundle rowing boat equipment. 1 case electrical requisites.
405/21-2-77 48-93	Nordvaer	1-12-76	Dr. I. Swingland Zoology Dept. Oxford U.K. via Mombasa.	2 cases personal effects.
159/22-9-75 46-167	Captain Michael ..	30-4-75	Can 10410 Duty Free NC74 Naafi Eastleigh via Mombasa. Duty free NM 74 Naafi Eastleigh via Mombasa No. 110974. NM 74 Naafi Eastleigh via Mombasa 110648. Nil Marks	3 packages scientific equipment.
403/24-1-77 48-91	Clan Macgregor ..	17-11-76	E.A. Power & Lighting Co. And 902/75 P.O. Box 30177, Nairobi Kenya. Nil Marks KWAL Mombasa	17 cartons washing powder. 1 carton games requisites. 1 carton toilet soap. 1 carton tin lids. 1 carton electrical requisites.
				21 loose motor vehicle tubes; 4 cartons whisky; 1 carton lantern chimneys. 1 carton whisky.

UNCLAIMED GOODS LYING IN THE CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

Consecutive No.	Ship's Name	Owner	Description of Goods
Q.24/22-2-77	Unknown	NIL	1 carton glass trays; 11 cartons elgalite resin refill; 1 carton eye lotion; 1 carton personal effects; 1 bundle books; 7 cartons pipe fittings; 1 carton motor vehicle parts; 1 carton tinned food; 1 carton vacuum flasks; 1 carton hardware; 1 carton empty tins; 1 case tonic essence; 1 carton medicine; 5 cartons hardware; 1 carton injection fluid; 1 bundle motor vehicle tubes; 1 carton tea kettles; 1 carton copy papers; 1 carton Gestetner duplicating ink; 3 cartons Evian natural waters; 2 cartons foodstuff; 1 carton electric bulbs; 1 carton motor vehicle filters; 1 bundle trays; 1 carton "Orange Juice in bottles; 1 carton laboratory requisites; 1 carton motor vehicle tubes; 1 carton Ovaltine; 1 carton books; 1 carton trays; 2 cartons drinking glasses; 1 carton graduated mugs; 1 carton motor vehicle tubes; 3 bales secondhand clothing; 1 carton Vaseline in tins; 5 bags electric bulbs; 1 bundle paper bags; 1 carton chimneys; 1 carton cooking oil; 1 carton toys; 1 carton Kerosine lamps; 3 cartons holts muffler seal.
Q.25/24-2-77	Unknown	NIL	2 cartons mixed items; 2 tea chests books; 1 tea chest motor vehicle parts; 1 case dishes; 1 case jembes; 7 bags secondhand clothing; 7 bags mixed items; 1 raw material rubber; 6 bales paper.
Q.26/24-2-77	Unknown	NIL	18 reels paper; 1 bundle tyres; 1 bundle soft board; 7 bags wax; 1 case personal effects; 3 bales secondhand clothes; 1 roll plastic carpet; 1 bundle containing cartons paper; 1 reel tetrapak paper; 3 bales paper; 1 pallet paper; 1 pallet paper bags red chemical; 9 pallets paper bags red chemical; 4 empty containers; 3 plastic mats; 1 bag tea-chest edgings; 3 pallets loose hard-boards; 2 bundles spades; 20 pick axes; 12 pieces machinery parts; 11 bundles iron hammers; 24 loose motor vehicle parts; 4 bundles motor vehicle parts; 1 piece machinery parts; 6 bundles iron hooks.
Q.27/28-2-77	Exhibits brought from Port Police.	—	L & F No.:— 1/77 7 motor vehicle oil pumps; 2/77 4 motor vehicle indicator lights; 3/77 2 pieces cloth; 5/77 5 pieces vacuum flasks; 6/77 2 pairs shoes; 7/77 2 gents shirts; 1 baby sweater; 8/77 1 coat, 1 long trouser, 2 shirts; 45/76 2 motor vehicle wheel cabs; Exhibit No.:— 7/77 5 motor vehicle cylinders, 1 motor vehicle fuel pump; 1/77 1 pair shoes; 3/77 4 pieces bolts; 30/77 1 long trouser; 1 T-shirt; 26/77 1 piece cloth; 23/77 9 fibre tipped pens; 29/77 2 secondhand long trousers; 184/76 1 bedsheet.
Q.28/1-3-77	Kota Tanjong State of Kutch	NIL NIL	4 pieces cloth; 2 pieces toys.
Q.30/91-3-77	Unknown	NIL	1 bottle Reducin tablets; 2 rolls cotton wicks; 1 lot bolts; 1 tin terrous sulphate tablets; 1 bottle chloramphenicol. 3 bales cotton waste; 11 bags chemicals; 14 bags chemicals; 1 bag chemical; 1 carton juke box; 1 carton Johnsons baby oil; 8 bales paper; 1 bundle copper wire; 1 carton baby milk; 76 cartons Heinz food; 23 cartons Margarine; 13 cartons mixed items; 14 bales paper; 23 reels paper; 1 bale secondhand clothing; 6 bales secondhand clothing.

BONDED GOODS LYING IN THE CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

Bond No.	Entry Number and Date	Marks and Numbers	Description of Goods
14	Re-Whg. 198/10-10-74.. ..	P. L.G. Msa Nos. 171/175	5 cases travel goods.
14	Re-Whg. 200/10-10-74.. ..	M.A. Candle Mombasa Nos. 1/2	2 cases travel goods.
14	Re-Whg. 201/10-10-74.. ..	M.A. Cable Msa. No. 3-5	3 cases P.V.C. wallet travel goods.
14	Re-Whg. 202/10-10-74.. ..	M.A. Cable Msa. No. 6-7	2 cases travel goods P.V.C. wallets.

Customs House,
KILINDINI.

GAZETTE NOTICE No. 981

THE COMPANIES ACT

(Cap. 486)

PURSUANT to section 339, subsection (5) of the above Act, it is hereby notified that the undermentioned companies have this day been struck off the Register of Companies, and the companies are dissolved:—

Reg. No.	Name
3/51	Finlay African Coffee Limited.
595	Roadways (Kenya) Limited.
4401	Hurlingham Properties Limited.
5946	Kewamoi Farm Limited.
6028	Sussex Bakery and Tea Room Limited.
8980	C. G. Punjani Investment Limited.
9112	G. E. C. Quarry (Kenya) Limited.
11188	Nyanza Hakika Limited.
12066	Nyanza Hardware and Produce Limited.

Dated this 4th day of April, 1977.

O. M. SAMEJA,
Assistant Registrar of Companies.

GAZETTE NOTICE No. 982

IN THE HIGH COURT OF KENYA AT NAIROBI

MISCELLANEOUS CAUSE No. 78 OF 1977

IN THE MATTER OF TOWN PROPERTIES LIMITED

AND

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF AN APPLICATION TO CONFIRM
A REDUCTION OF CAPITAL

NOTICE is hereby given that a petition for reducing the paid-up capital of the above company from K.Sh. 8,000,000 to K.Sh. 6,000,000 has been presented to the High Court of Kenya at Nairobi.

And that the said petition is directed to be heard on the 29th day of April, 1977, at 10.30 o'clock in the forenoon and any creditor or contributor of the said company desirous to support or oppose the making of an order on the said petition may appear at the time of hearing in person or by his advocate for that purpose; and a copy of the petition will be furnished to any creditor or contributor of the said company requiring the same by the undersigned on payment of the regulated charge for the same.

Dated at Nairobi this 1st day of April, 1977.

HAMILTON HARRISON & MATHEWS,
Advocates for Town Properties Limited.

NOTE

Any person who intends to appear on the hearing of the said petition must serve on or send by post to the above-named advocates, Hamilton Harrison & Mathews, notice in writing of his intention to do so. The notice must state the name and address of the person or if a firm, the name and address of the firm, and must be signed by the person or firm or his or their advocates (if any) and must be served or if posted must be sent by post in sufficient time to reach the above-named advocates not later than four o'clock in the afternoon of the day before the date fixed for hearing.

GAZETTE NOTICE No. 983

IN THE HIGH COURT OF KENYA AT NAIROBI

MISCELLANEOUS CAUSE No. 57 OF 1977

NOTICE

IN THE MATTER OF KAMITI VALLEY COFFEE
ESTATE LIMITED

AND

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF AN APPLICATION TO CONFIRM
A REDUCTION OF CAPITAL UNDER SECTION 69 OF
THE COMPANIES ACT

NOTICE is hereby given that:

- the petition in this case presented to the High Court of Kenya at Nairobi on the 7th day of March, 1977 for confirming the reduction of capital of the above-mentioned company from Sh. 6,000,000 to Sh. 753,000 has been directed to be heard before the High Court of Kenya at Nairobi on the 22nd day of April, 1977, at 10.30 in the forenoon;
- any creditor or shareholder of the company desiring either to oppose the making of an order for the reduction of capital of the said company as aforesaid under the above Act or otherwise to be heard should appear at the said time of hearing for that purpose;
- a copy of the petition will be furnished to any creditor or shareholder of the company requiring the same by the undersigned on payment of the regulated charges for the same.

Dated at Nairobi this 4th day of April, 1977.

S. A. EASTWOOD,
for Daly and Figgis,
Advocates for Kamiti Valley Coffee
Estate Limited.

GAZETTE NOTICE No. 984

IN THE HIGH COURT OF KENYA AT NAIROBI

WINDING-UP CAUSE No. 5 OF 1977

IN THE MATTER OF AFRICAN PONDEROSA LIMITED

AND

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

NOTICE is hereby given that a petition for the winding up of the above-named company by the High Court was on 30th day of March, 1977, presented to the said Court by Victory Construction Company Limited.

And that the said petition is directed to be heard before the Court sitting at Nairobi on 6th day of May, 1977, and any creditor or contributory of the said company desirous to support or oppose the making of an order on the said petition may appear at the time of hearing in person or by his advocate for that purpose; and a copy of the petition will be furnished by the undersigned to any creditor or contributory of the said company requiring such copy on payment of the regulated charge for the same.

V. S. SIKAND,
for Sikand & Company,
Advocates for the Petitioners,
P.O. Box 49012, Nairobi.

NOTE

Any person who intends to appear on the hearing of the said petition must serve on or send by post to Messrs. Sikand & Co., advocates, P.O. Box 49012, Nairobi, notice in writing of his intention to do so. The notice must state the name and address of the person or, if a firm, the name and address of the firm and must be signed by the person or firm or his or their advocates (if any) and must be served or if posted, must be sent by post in sufficient time to reach the above-named not later than four o'clock in the afternoon of the 5th day of May, 1977.

GAZETTE NOTICE No. 985

THE AFRICAN CHRISTIAN MARRIAGE AND
DIVORCE ACT

(Cap. 151)

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

SCHEDULE

Denomination.—The Methodist Church in Kenya.

Names of Ministers:—

Rev. Elijah Shimbira.
Rev. Peter Mukuccia.
Rev. Gerrard Kajogo.

Rev. Josphat Mwebia.
Rev. Daniel M'Mutungi.
Rev. William Anderson.

Dated at Nairobi this 6th day of April, 1977.

M. L. HANDA,
Deputy Registrar-General.

GAZETTE NOTICE No. 986

THE AFRICAN CHRISTIAN MARRIAGE AND
DIVORCE ACT

(Cap. 151)

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

SCHEDULE

Denomination.—The Gospel Outreach.

Name of Minister.—Rev. Evans J. A. Mrima.

Dated at Nairobi this 4th day of April, 1977.

M. L. HANDA,
Deputy Registrar-General.

GAZETTE NOTICE No. 987

THE AFRICAN CHRISTIAN MARRIAGE AND
DIVORCE ACT

(Cap. 151)

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

SCHEDULE

Denomination.—Catholic Church, Kenya.

Names of Ministers:—

Father Thaddeus Oduol Oluoch.

Father Gabriel Wekesa Lumbasi.

Dated at Nairobi this 6th day of April, 1977.

M. L. HANDA,
Deputy Registrar-General.

GAZETTE NOTICE No. 988

THE AFRICAN CHRISTIAN MARRIAGE AND
DIVORCE ACT

(Cap. 151)

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

SCHEDULE

Denomination.—East African Reformed Church and Mission.

Names of Ministers:—

Pastor Abraham Chebiego.

Pastor Justine Malakweni Mutai.

Pastor David Ndungu Kariuki.

Pastor Joseph Wanyama Wanjala.

Dated at Nairobi this 5th day of April, 1977.

M. L. HANDA,
Deputy Registrar-General.

GAZETTE NOTICE No. 989

(CS/745)

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490)

CLOSURE OF LIQUIDATION

Re: Kabras Farmers Co-operative Union Limited
(In Liquidation)

WHEREAS the registration of the above-named society was cancelled by an Order made on the 6th day of October, 1966 and which Order became effective on the same date 6th day of October, 1966 and whereas the assets of the said society have now been realized and all creditors paid in accordance with a scheme of distribution approved by me so far as it has been found possible at this date so to do, I now order that the liquidation of the said society be closed with effect from the date of this Order.

No claims shall lie against undistributed funds after the expiration of a period of two years from the date of publication of this Order.

Given under my hand at Nairobi this 1st day of April, 1977.

J. J. M. WANYONYI,
Deputy Commissioner for Co-operative Development.

GAZETTE NOTICE No. 990

(CS/691)

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 65 and 69)

ORDER

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

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

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

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

And further pursuant to section 65 of the said Act, I hereby appoint District Co-operative Officer, Murang'a to be Liquidator and authorize him to take into his custody all the property of the society including such books and documents as are deemed necessary for completion of the liquidation.

Dated at Nairobi this 31st day of March, 1977.

J. J. M. WANYONYI,
Deputy Commissioner for Co-operative Development.

GAZETTE NOTICE No. 991

(CS/2313)

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, sections 65 and 69)

ORDER

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

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

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

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

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

Dated at Nairobi this 5th day of April, 1977.

J. J. M. WANYONYI,
Deputy Commissioner for Co-operative Development.

GAZETTE NOTICE No. 992

(CS/1745)

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, sections 65 and 69)

ORDER

WHEREAS pursuant to section 61 (1) of the above Act, I ordered an inquiry into the by-laws, working and financial condition of the Tana River Fishermen's Co-operative Society Limited:

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

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

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

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

Dated at Nairobi this 5th day of April, 1977.

J. J. M. WANYONYI,
Deputy Commissioner for Co-operative Development.

GAZETTE NOTICE No. 993

THE JUBILEE INSURANCE COMPANY LIMITED

(Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

LOSS OF POLICY

Life Policy No. 62527 in the name of Francis Luke Kamotho s/o Boniface Mbugua.

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

Dated this 28th March, 1977.

K. S. DAWOOD,
Company Secretary.

GAZETTE NOTICE No. 994

THE NYERI COUNTY COUNCIL

RATES FOR 1977

Mweiga and Naro Moru Townships

PURSUANT to the provisions of section 15 of the Rating Act (Cap. 267 of the Laws of Kenya), notice is hereby given that the County Council of Nyeri, with the approval of the Minister for Local Government, has levied a rate of 5 per cent for the year 1977 in respect of unimproved site value as shown in 1975 Valuation Rolls and 1976 Supplementary Valuation Roll for Mweiga and Naro Moru Townships.

The rates were due on 1st January, 1977, and will be payable at the County Council office, Ruringu, by not later than 30th June, 1977.

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

D. N. MWANGI,
*Acting Clerk,
Nyeri County Council,
County Hall,
P.O. Box 162, Nyeri.*

Nyeri,
1st April, 1977.

GAZETTE NOTICE No. 995

MINISTRY OF WORKS

TENDER NOTICE No. 40/77

Diesel, Petrol, Oils and Lubricants

TENDERS are invited for the supply of Petrol (Regular and Premium) Oils and Lubricants, Diesel Fuel (Automotive and Heavy), Furnace Fuel Oil, and Kerosene (Illuminating and Power) to the Government of Kenya for a period of three (3) years from 1st July, 1977 to 30th June, 1980.

Prices quoted must be net in Kenya Shillings (duty and sales tax paid).

Tenders must be enclosed in a plain sealed envelope marked "Tender No. 40/77—Petrol, Oils and Lubricants", and addressed to reach the undersigned, P.O. Box 30346, or be placed into the Tender Box at the entrance to our Main Office Block not later than 10 a.m. on 6th May, 1977.

Tender documents giving full details should be collected from the undersigned, or can be sent on written request.

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

D. C. KUNG'U,
*Officer-in-Charge,
Supplies Branch.*

GAZETTE NOTICE No. 996

MINISTRY OF TOURISM AND WILDLIFE

TENDER No. 10/76-77

Inboard Marine Diesel Engines

TENDERS are invited for the supply of four inboard marine diesel engines which are to be fitted into boats for use at the Kenya Coast.

The boats are already manufactured and can be viewed at the Fisheries Department, Mombasa. Tender documents and technical specifications are obtainable on written request from the Director of Fisheries, Fisheries Department, P.O. Box 40241, Nairobi (next to Kenya National Museum). Enclosed with the completed tender documents must be descriptive pamphlets or manuals of the quoted equipment and the expected time of delivery which must be within the current financial year. Tenderer must also state the warranty period and availability of spare parts and after sales service. Any items not included in the specifications but which are deemed necessary for the improved and efficient operation of the installed units shall be included in the tender.

Prices quoted must be final and must include duty and sales tax.

Tenders must be enclosed in plain sealed envelopes marked "Tender No. 11/76-77 for Inboard Marine Diesel Engines" and addressed to the Permanent Secretary, Ministry of Tourism and Wildlife, P.O. Box 30027, Nairobi, or be placed in the Tender Box in the Reception Office, 10th Floor, Jogoo House B, Ministry of Tourism and Wildlife, such that the tenders are received not later than 11 a.m. on 10th April, 1977.

The Government is not bound to accept the lowest or any tender.

W. A. J. TUVAH,
for Permanent Secretary.

GAZETTE NOTICE No. 997

DISSOLUTION OF PARTNERSHIP

NOTICE is hereby given that the partnership carried on by H. D. Trivedi and D. H. Trivedi under the firm name of Trivedi & Trivedi, advocates, at Plot No. L.R. 209/587, Imperial Chambers, Government Road, Nairobi, is, as from 18th April, 1977, dissolved and D. H. Trivedi, advocate, will carry on the said business in the same name at the same place as the sole proprietor.

H. D. Trivedi will practise as consultant advocate at the same place.

All debts due to or owing by the said partnership business up to and including 18th April, 1977, will be received and paid by D. H. Trivedi.

Dated at Nairobi this 7th day of April, 1977.

H. D. TRIVEDI,
Retiring Partner.

D. H. TRIVEDI,
Continuing Partner.

GAZETTE NOTICE No. 998

NOTICE OF CHANGE OF NAME

I, Davies Ayub Macharia Waiganjo of P.O. Box 47003, Nairobi in the Republic of Kenya formerly known as Davies Mwangi Macharia, hereby give public notice that by a deed poll dated the 6th September, 1976 and duly executed by me I formally and absolutely renounced and abandoned the use of my former names of Davies Mwangi Macharia and in lieu thereof assumed and adopted the names of Davies Ayub Macharia Waiganjo for all purposes.

In pursuance of the change and adoption of the names as aforesaid I hereby declare that I shall at all times hereof upon all occasions whatsoever and whichsoever use and sign and/or subscribe my names of Davies Ayub Macharia Waiganjo.

Dated at Nairobi this 1st day of December, 1976.

DAVIES AYUB MACHARIA WAIGANJO,
*formerly known as
Davies Mwangi Macharia.*

GAZETTE NOTICE No. 999

NOTICE OF CHANGE OF NAME

I, Jagan Nath Sohan Pal of P.O. Box 72763, Nairobi, Kenya, formerly called as Jagan Nath Tilak Ram Maghi Ram Sharma, hereby give public notice that by a deed poll dated 22nd day of March, 1977, and duly executed by me, I formally and absolutely renounced and abandoned the use of my former name of Jagan Nath Tilak Ram Maghi Ram Sharma and in lieu thereof assumed and adopted the new name of Jagan Nath Sohan Pal for all purposes and I hereby authorize and request all persons to designate, describe and address me by such assumed name of Jagan Nath Sohan Pal only.

JAGAN NATH SOHAN PAL,
*formerly known as
Jagan Nath Tilak Ram Maghi Ram Sharma.*

GAZETTE NOTICE No. 1000

NOTICE OF CHANGE OF NAME

I, Kalawanti Sohan Pal of P.O. Box 72763, Nairobi, Kenya, formerly called as Kalawanti Jagan Nath Tilak Ram Sharma, hereby give public notice that by a deed poll dated 22nd day of March, 1977, and duly executed by me, I formally and absolutely renounced and abandoned the use of my former name of Kalawanti Jagan Nath Tilak Ram Sharma and in lieu thereof assumed and adopted the new name of Kalawanti Sohan Pal for all purposes and I hereby authorize and request all persons to designate, describe and address me by such assumed name of Kalawanti Sohan Pal only.

KALAWANTI SOHAN PAL,
*formerly known as
Kalawanti Jagan Nath Tilak Ram Sharma.*

GAZETTE NOTICE No. 1001

REVOCATION OF POWER OF ATTORNEY

By revocation dated the 24th day of February, 1977, registered as No. IP/A 14598/1 at the Land Titles Registry, Nairobi, the Power of Attorney dated the 20th day of February, 1972, registered as IP/A 11573/1 made by Mrs. Savitaben Laxmichand Shah in favour of Somchand Devchand Shah was revoked.

Dated at Nairobi this 28th day of March, 1977.

H. M. PATEL,
*for Patel & Patel,
Advocates,
P.O. Box 49811, Nairobi.*

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- (1) *Kenya Gazette* contains notices of a general nature and which do not affect legislation, and may be submitted direct to the Government Printer.
- (2) *Legislative Supplement* contains Rules and Regulations which are issued by the Central Government, and must be submitted through the Office of the Attorney-General.
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All "copy" submitted for publication should be prepared on one side of a foolscap sheet no matter how small the notice or Act, each page being numbered, and should be typewritten with double spacing. Copy should be clear, legible, and contain a minimum of alterations.

Particular attention should be paid to the following points:—

- (i) Signatures must be clarified by means of rubber-stamping or typing the name of the signer in capital letters.
- (ii) Dates must be correct and filled in where necessary.
- (iii) Care should be taken to ensure that all headings to notices and references to legislation are up to date and conform with the Revised Edition of the Laws of Kenya.

EXTRACT FROM THE CODE OF REGULATIONS, SECTION D—

Kenya Gazette

D.41. (1) Communications for the *Kenya Gazette* should reach the Government Printer not later than 12 noon, on Tuesday of the week that publication is desired. The Government Printer will not publish communications received after that hour until the next subsequent issue of the *Gazette*.

(2) It will facilitate work at the Press if Permanent Secretaries will forward *Gazette* notices to the Government Printer when ready.

It is emphasized that these notes are for guidance only, but it is requested that persons submitting copy for publication first satisfy themselves that such copy is complete in every respect.

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