



(Registered as a Newspaper at the G.P.O.)

Price Sh. 3

GAZETTE NOTICE NO. 2308

THE KARATINA TOWN COUNCIL
LOCAL GOVERNMENT REGULATIONS, 1963
(L.N. 256 of 1963)

IT IS notified for general information that the Karatina Town Council at their meeting held on the 19th day of November, 1976, passed the following resolution:—

That in exercise of the powers conferred by regulation 143 of the Local Government Regulations, 1963, the Karatina Town Council has passed a resolution to impose fees and charges as listed hereunder with effect from 1st January, 1977.

LIST OF FEES AND CHARGES

Item	Approved Fees and Charges	Sh. Cts.
1. Godowns	...	750 00
2. Bakeries	...	750 00
3. Butcheries	...	250 00
4. Charcoal Dealers (Retailers)	...	100 00
5. Barbers and Hair dressers	...	100 00
6. Hotel Tourist Class	...	1,500 00
7. Bar and Restaurant	...	250 00
8. Bar	...	250 00
9. Snack Bar	...	200 00
10. Coffee Kiosk	...	150 00
11. Canteens	...	250 00
12. Lodging Business (below 5 rooms)	...	200 00
13. Lodging Business (5-10 rooms)	...	300 00
14. Lodging Business (10-15) rooms	...	500 00
15. Lodging Business (above 15 rooms)	...	750 00
16. Off-Licence Shop	...	250 00
17. Fish and Chips	...	200 00
18. Brewery Depot	...	450 00
19. Estate and Land Agents	...	1,000 00
20. Drapers	...	300 00
21. Wholesalers	...	500 00
22. Drycleaners and Dryers	...	300 00
23. Laundry and Dhobi	...	200 00
24. Curio Shop in Tourist Hotel	...	300 00
25. Curio Shop (elsewhere)	...	200 00
26. Bookshops	...	400 00
27. Herbs Dealers	...	300 00
28. Hire Purchase Shop	...	750 00
29. Factory	...	2,000 00
30. Workshop with Saw Benches	...	500 00
31. Tyre Retread and Retread agents	...	500 00
32. Auctioneers	...	650 00
33. Auctioneers and Court Brokers	...	750 00
34. Mobile Advertisers per day	...	50 00
35. Mobile Advertisers (Annual)	...	300 00
36. Omnibus (over 40 passengers)	...	400 00
37. Omnibus (30-40 passengers)	...	400 00
38. Kombi and Buses (15-30 passengers)	...	200 00
39. Tax Cabs	...	100 00
40. Matatu, Land-Rovers and Pick-ups	...	100 00
41. Clothing Shops and Groceries	...	300 00
42. Shoe dealers (Wholesalers)	...	500 00
43. Shoe dealers (Retailers)	...	300 00
44. Shoe Repairers	...	100 00
45. Plumbers and Sanitary Repairers	...	300 00
46. Electrical Contractors	...	300 00
47. Transfer of Business Licence	...	50 00
48. Transfer of Hawkers Licence	...	50 00
49. Grazing Fees—		
(a) Cattle	...	1 00
(b) Goats and Sheep	...	50
50. General Retail Shop	...	100 00

LIST OF FEES AND CHARGES

Item	Approved Fees and Charges	Sh. Cts.
51. Tailoring—5 Machines and more less than 5 Machines	...	250 00
52. Radio Dealers	...	400 00
53. Poultry and Egg dealers	...	60 00
54. Second-hand Clothes	...	300 00
55. Hardwares	...	500 00
56. Dealers in farm implements and Animal feeds	...	400 00
57. Dealers in Sewing Machines	...	500 00
58. Occupation Licence	...	75 00
59. Office furniture and Equipment	...	300 00
60. Wholesale Distributors—		
(a) Cigarettes	...	500 00
(b) Bread	...	500 00
(c) Soda/Aerated water	...	500 00
(d) Milk	...	500 00
(e) Wines and Spirit Dealers	...	500 00
(f) Brooke Bond Tea and other Beverages	...	500 00
(g) Cement dealers agents	...	300 00
(h) Travelling Wholesalers	...	500 00
61. Cinema Theatres	...	500 00
62. Juke Box	...	100 00
63. Night Clubs	...	500 00
64. Posho Mills	...	100 00
65. Photo Studio	...	200 00
66. Saw Milling Industries	...	500 00
67. Driving Schools	...	500 00
68. Hides and Skins Banda	...	100 00
69. Printing Press	...	500 00
70. See 5 above.		
71. Bicycle Repairers	...	100 00
72. Watch Repairers	...	100 00
73. Radio Repairers	...	200 00
74. Sign Board—		
(a) Electricity (Illuminated)	...	150 00
(b) Ordinary	...	50 00
75. Bicycle Discs	...	7 50
76. Newspaper Kiosk	...	80 00
77. Hand Carts	...	25 00
78. Shoe Shine	...	40 00
79. Artists and Sign Writers	...	50 00
80. Murram and Sand Dealers	...	100 00
81. Building Contractors	...	800 00
82. Steel Workers and Iron Mongers	...	200 00
83. Bricks, Block Markers and Concrete Dealers	...	500 00
84. Sale of copies of Minutes	...	10 00
85. Clearance Certificate	...	50 00
86. Dog Discs	...	5 00
87. Application for change of user	...	100 00
88. Application to sublet	...	100 00
89. Application to divide a plot	...	200 00
90. Application for transfer of plot	...	200 00
91. Application to include a partner	...	100 00
92. Removal of Drainages Blockage	...	30 00
93. Carpentry shops	...	100 00
94. Scrap Dealers	...	200 00
95. Daurues	...	500 00
96. See 29 above.		
97. General Hawkers	...	100 00
98. Garage (Inside Premises)	...	300 00
99. Open Space Garage	...	300 00
100. Petrol Service Station	...	500 00
101. Petrol Filling Station	...	200 00

LIST OF FEES AND CHARGES—(Contd.)

Item	Approved Fees and Charges
	Sh. Cts.
102. Motor Vehicle Dealers New and Second-hand	1,000 00
103. Dealers in Second-hand vehicles only	500 00
104. Slaughterhouse fees—	
(a) Cattle	20 00
(b) Goats and Sheep	5 00
(c) Pig	10 00
(d) Boiling of Cattle	10 00
(e) Pounding of Sheep and Goat per day	1 00
(f) Pounding of Cattle	3 00
(g) Burying of Cattle	10 00
(h) Burying of Sheep and Goat	5 00
(i) Storage of slaughtered cattle per day	10 00
(j) Storage of slaughtered sheep and Goat per day	10 00
105. Private Schools	500 00
106. Sale of Manure per ton	20 00
107. Hire of Council Chamber	100 00
108. Licences application fees	20 00
109. Machine Service Contractors	200 00
110. Dealers in weighing Machines	300 00

By Order of the Karatina Town Council.

Dated this 5th day of July, 1977.

V. M. KARIUKI,
Town Clerk/Treasurer,
Karatina Town Council.

Approved this 22nd day of June, 1977, with amendments and with following conditions:—

When By-laws are approved levying or regulating any of the items listed above the resolutions shall cease to have any use and shall be rendered in operative on the day the By-laws are approved.

R. S. MATANO,
Minister for Local Government.

GAZETTE NOTICE No. 2309

THE CRIMINAL PROCEDURE CODE

(Cap. 75)

APPOINTMENT OF PUBLIC PROSECUTOR

IN EXERCISE of the powers conferred by section 85 (1) of the Criminal Procedure Code, the Attorney-General hereby appoints—

ZIPPORAH MBESA WANDERA

an officer of the City Council of Nairobi, to be a Public Prosecutor for all cases arising within the area of jurisdiction of the City Court for so long as she shall continue to hold office as aforesaid.

Dated this 19th day of August, 1977.

C. NJONJO,
Attorney-General.

GAZETTE NOTICE No. 2310

THE PARLIAMENTARY AND PRESIDENTIAL ELECTIONS REGULATIONS

(Cap. 7, Sub. Leg.)

PURSUANT to regulation 46 (3) of the Parliamentary and Presidential Elections Regulations, the Supervisor of Elections hereby notifies that the person named below has been nominated by the Kenya African National Union for the ensuing Parliamentary Election in the Constituency shown against his name:—

Constituency	Name
Kitutu East	Samuel Motari Mangere

Dated this 22nd day of August, 1977.

N. J. MONTGOMERY,
Supervisor of Elections.

GAZETTE NOTICE No. 2311

THE ADVOCATES (ADMISSION) REGULATIONS

(Cap. 16, Sub. Leg.)

PURSUANT to regulation 20 of the Advocates (Admission) Regulations, it is hereby notified that—

Julius Orina Nyaronjonga Manwari,

Judith Merlyn Mbogo,

Stephen Mwaura Muhia,

have complied with the provisions of section 12 of the Act as to pupillage and the passing of examinations, subject to such exemptions as may have been granted under subsection (2) of that section.

Dated this 23rd day of August, 1977.

N. J. MONTGOMERY,
Secretary,
Council of Legal Education.

GAZETTE NOTICE No. 2312

THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS Uttam Singh Brar of (P.O. Box 42083) Nairobi is the registered proprietor as lessee of all that piece of land known as L.R. No. 209/104/6 situate in the City of Nairobi in the Nairobi Area by virtue of a Certificate of Title registered as I.R. 7400/1, and whereas sufficient evidence has been adduced to show that the said Certificate of Title has been lost notice is hereby given that after the expiration of ninety (90) days from the date hereof I shall issue a Provisional Certificate provided that no objection has been received within that period.

Dated this 26th day of August, 1977.

L. PEREIRA,
Registrar of Titles.

GAZETTE NOTICE No. 2313

THE REGISTRATION OF TITLES ACT

(Cap. 281)

REGISTRATION OF INSTRUMENT

WHEREAS Lands Limited a limited liability company having its registered office at Nairobi in the Republic of Kenya is the registered proprietors as lesses of all those two pieces of land situate West of Kitale Municipality containing by measurement three hundred and seventy-five acres or thereabouts and six hundred and ninety-one acres or thereabouts known as L.R. No. 6469 and L.R. No. 7404 which said pieces of land are held under a Certificate of Title registered as No. I.R. 3396/1 and a Grant registered as No. I.R. 6621/1 respectively, and whereas the said Lands Limited has executed an instrument of surrender, surrendering all its right title and interest in the said pieces of land to the Government of the Republic of Kenya and whereas the instrument of surrender has been presented for registration and whereas affidavit has been filed in the terms of section 65 (1) (h) of the Registration of Titles Act, declaring that the said Certificate of Title and Grant are not available for registration purposes notice is hereby given that after fourteen (14) days from the date hereof provided that no objection has been received within that period I intend to dispense with the production of the said Certificate of Title and Grant and proceed with the registration of the said surrender.

Dated at Nairobi this 26th day of August, 1977.

L. PEREIRA,
Registrar of Titles.

GAZETTE NOTICE No. 2314

(QUAR/O/Vol. XI/142)

THE ANIMAL DISEASES ACT

(Cap. 364)

IN EXERCISE of the powers conferred by section 5 of the Animal Diseases Act, I hereby declare:—

- (a) the areas specified in Schedule I and Schedule II hereto to be "infected areas" in respect of the diseases indicated at the heads of such Schedules;
- (b) the notices specified in the first column of Schedule III hereto to be amended in the manner specified in the second column of such Schedule.

Kabete, F. O. SAKWA,
15th August, 1977. Acting Director of Veterinary Services.

SCHEDULE I—FOOT AND MOUTH DISEASE

- L.R. No. 2886/1; The Manager, Ngenia Estate, Laikipia; Laikipia District.
- Sot Division; The District Commissioner, Kericho; Kericho District.
- L.R. No. 2890; Timau Town, The District Commissioner, Meru; Meru District.
- L.R. No. 3181; Timau Scheme, The Chairman, Meru; Meru District.
- Kasigau Location; The District Commissioner, Taita/Taveta; Taita/Taveta District.
- II Dalalekutuk Section (as delineated in Boundary Plan No. 5343; The District Commissioner, Kajiado; Kajiado District.

SCHEDULE II—EAST COAST FEVER

- L.R. Nos. 1099/3 and 1099/5; The Farm Manager, Kianyonge Farm, P.O. Box 69, Mweiga; Nyeri District.
- Unit 339; The General Manager, Ol Kalou Salient, Nyandarua; Nyandarua District.
- L.R. Nos. 2491/6, 9382; The Chairman, Raichiri Farmers' Co-operative Society, P.O. Box 107, Nyahururu; Nyandarua District.
- L.R. No. 5377; The Manager, Lewa Downs, P.O. Box 8, Soy; Uasin Gishu District.
- L.R. No. 8318; The Manager, Mafuta Settlement Fund Trustee, P.O. Box 3041, Moiben; Uasin Gishu District.
- L.R. No. 2914/6; The Manager, Mayo Farm, P.O. Box 698, Eldoret; Uasin Gishu District.
- L.R. No. 8319; The Manager, Benmoi Farm, P.O. Box 3008, Eldoret; Uasin Gishu District.
- L.R. No. 761/8; The Manager, Yamumbi Farmers' Co-operative Society, P.O. Box 234, Eldoret; Uasin Gishu District.
- L.R. No. 2048; The Manager, Namanjalala Farm, P.O. Box 587, Kitale; Trans-Nzoia District.
- L.R. Nos. 487/29, 9542, 9539, 9543, 10000, 10779, 937; The Manager, Lenginet Settlement Fund Trustee, P.O. Box 6057, Rongai; Nakuru District.
- L.R. Nos. 6217/2, 9732/2, 9732; The Manager, Kiamunyi Farm, P.O. Box 613, Nakuru; Nakuru District.
- L.R. No. 6484; J. A. Elliot, P.O. Box 6, Gilgil, Nakuru; Nakuru District.

SCHEDULE III

First Column	Second Column
Gazette Notice No. 73 dated the 6th day of January, 1977.	By deleting from Schedule I (Foot and Mouth Disease) thereto the following:— Gikindu Location; The District Commissioner, Murang'a; Murang'a District. Kagaari Location; The District Commissioner, Embu; Embu District. Mnagei Location; The District Commissioner, West Pokot; West Pokot District.

SCHEDULE III—(Contd.)

First Column	Second Column
Gazette Notice No. 549 dated the 24th day of February, 1977.	By deleting from Schedule I (Foot and Mouth Disease) thereto the following:— Chemundu Location; The District Commissioner, Nandi; Nandi District.
Gazette Notice No. 773 dated the 16th day of March, 1977.	By deleting from Schedule (a) IV (Newcastle) thereto the following:— Kericho Township; The District Commissioner, P.O. Box 19, Kericho; Kericho District.
Gazette Notice No. 1290 dated the 10th day of May, 1977.	By deleting from Schedule I (Foot and Mouth Disease) thereto the following:— Mtwapa Location; The District Commissioner, Kilifi; Kilifi District.
Gazette Notice No. 1347 dated the 15th day of April, 1975.	By deleting from Schedule II (Anthrax) thereto the following:— L.R. No. 8299; J. K. Kibor, P.O. Box 458, Eldoret; Uasin Gishu District.
Gazette Notice No. 1638 dated the 10th day of June, 1977.	By deleting from Schedule I (Foot and Mouth Disease) thereto the following:— Miritini, Changamwe and Miki-dani Wards; The District Commissioner, Mombasa; Mombasa District.
Gazette Notice No. 1647 dated the 8th day of May, 1975.	By deleting from Schedule II (Anthrax) thereto the following:— L.R. No. 7911/6; The Manager, Maiyo Farm; Uasin Gishu District.
Gazette Notice No. 1912 dated the 15th day of June, 1973.	By deleting from Schedule I (Newcastle Disease) thereto the following:— Ngong Division; The District Officer Ngong, P.O. Box 24960, Karen; Kajiado District.
Gazette Notice No. 2584 dated the 6th day of August, 1976.	By deleting from Schedule I (Foot and Mouth Disease) thereto the following:— East Wanga Location; The District Commissioner, P.O. Box 43, Kakamega; Kakamega District.
Gazette Notice No. 3044 dated the 9th day of September, 1975.	By deleting from Schedule III (Sheep Scab) thereto the following:— L.R. Nos. 3968, 6979/R. 11673, 11672; The Manager, Gicheha Farm, P.O. Box 6043, Rongai; Nakuru District.
Gazette Notice No. 3404 dated the 30th day of November, 1971.	By deleting from Schedule I (Foot and Mouth Disease) thereto the following:— Ikisongo Section (as delineated in Boundary Plan No. 534); The District Commissioner, Kajiado; Kajiado District.
Gazette Notice No. 3467 dated the 15th day of December, 1971.	By deleting from Schedule I (Foot and Mouth Disease) thereto the following:— Ngong Section of the Ngong Division; (as delineated in Boundary Plan No. 534); The District Commissioner, Ngong Division; Kajiado District.
Gazette Notice No. 3621 dated the 3rd day of December, 1976.	By deleting from Schedule I (Foot and Mouth Disease) thereto the following:— L.R. Nos. 11048, 904/3, 904/4, 102135, 9231; Kaptagat Settlement Scheme, The Settlement Officer I, Eldoret; Eldoret District.

GAZETTE NOTICE No. 2315

**KERICHO HIGH COURT CAUSE LIST
IN THE HIGH COURT OF KENYA SITTING AT
KERICHO IN OCTOBER, 1977**

CRIMINAL CAUSE LIST*Before Hon. Mr. Justice Nyarangi**Thursday, 13th October, 1977, in Court for Trial at 9.30 a.m.***Criminal Case No.****38/77 Republic v. Joseph Njenga Karume.***Friday, 14th October, 1977, in Court for Trial at 9.30 a.m.***Criminal Case No.****38/77 Republic v. Joseph Njenga Karume.***Saturday, 15th October, 1977, in Court for Trial at 9.30 a.m.***Criminal Case No.****38/77 Republic v. Joseph Njenga Karume.**

D. C. PORTER,
*Deputy Registrar,
High Court of Kenya,
Kericho.*

GAZETTE NOTICE No. 2316

OFFICE OF THE PRESIDENT**KIRINYAGA DISTRICT****LOSS OF OFFICIAL RECEIPTS**

IT IS notified for general information of the public that Official Receipts Nos. P.734313 and P.734323 issued to the Livestock Officer in Kirinyaga District have been reported lost.

The said official receipts have now been cancelled and the Government shall not accept any liability arising from the use of the receipts. Any person who may find the receipts should report to the nearest Police Station or to the undersigned.

N. OBUKANGA,
*for District Commissioner,
Kirinyaga.*

GAZETTE NOTICE No. 2317

MINISTRY OF HEALTH**LOSS OF OFFICIAL RECEIPT BOOK**

IT IS notified for general information that Official Receipt Book No. 943051-943100 issued for collection of meat inspection fees in Ahero, Kisumu District, has been reported lost.

The said Official Receipt Book has been cancelled and the Government will not recognize any receipts issued from the lost receipt book.

Dated this 18th August, 1977.

J. K. NJOROGE,
for Permanent Secretary.

GAZETTE NOTICE No. 2318

THE MINING ACT*(Cap. 306)***APPLICATION FOR AN EXCLUSIVE PROSPECTING LICENCE**

NOTICE is hereby given that an application under section 18 (2) of the Mining Act, has been made by A. M. Suleiman of P.O. Box 81168 Mombasa for an Exclusive Prospecting Licence to prospect for non-precious minerals, namely gypsum, over the area described in the Schedule hereto and the said application has today been accepted for consideration.

By virtue of section 7 (1) (d) of the Mining Act the said area of land is therefore excluded from prospecting and mining except as regards any prospecting or mining rights granted in respect of the said area or any part thereof before the date of this notice which are still subsisting or any right of renewal thereof.

Any objection to the grant of the Exclusive Prospecting Licence may be made in writing to the Commissioner of Mines and Geology P.O. Box 30009, Nairobi within thirty (30) days of the date of publication of this notice.

SCHEDULE

An area of approximately 650 sq. kilometres situated in the Tana River District of Coast Province and more particularly described as follows:—

Commencing at point A (map reference EK 1000);

thence due north for a distance of 30 kilometres to point B (map reference EK 1030);

thence on a true bearing of 119° for a distance of 46.50 kilometres to point C (map reference EK 5108);

thence on a true bearing of 222° for a distance of 20.5 kilometres to point D (map reference EJ 3712);

thence due north for a distance of 14.40 kilometres to point E (map reference EK 3707);

thence on a true bearing of 270° for a distance of 15 kilometres to point F (map reference EK 2207);

thence due south for a distance of 7.80 kilometres to point G (map reference EK 2200);

thence due west for a distance of 11.80 kilometres to the point of commencement.

Dated this 11th day of August, 1977.

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

GAZETTE NOTICE No. 2319

THE REGISTERED LAND ACT*(Cap. 300, section 35)***ISSUE OF A NEW CERTIFICATE**

WHEREAS Kabuta s/o Mwega of Chehe Sub-location, Iriaini Location, P.O. Box 52, Karatina in the Republic of Kenya, is registered as proprietor in absolute ownership of all that piece of land containing 5.46 hectares or thereabouts situated in the District of Nyeri, known as Parcel No. 268 registered under Title No. Iriaini/Chehe/268, 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 20th day of July, 1977.

J. GATHIGIRA,
*Acting District Land Registrar,
Nyeri District.*

GAZETTE NOTICE No. 2320

THE REGISTERED LAND ACT*(Cap. 300, section 35)***ISSUE OF A NEW CERTIFICATE**

WHEREAS Mumiru s/o Thinwa, ID/NYI. 711988 of Kairia, Iriaini Location, P.O. Box 52, Karatina in the Republic of Kenya, is registered as proprietor in absolute ownership of all that piece of land containing 4.74 hectares or thereabouts situated in the District of Nyeri, known as Parcel No. 827 registered under Title No. Iriaini/Kairia/827, 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 10th day of August, 1977.

J. GATHIGIRA,
*Acting District Land Registrar,
Nyeri District.*

GAZETTE NOTICE NO. 2153

THE GOVERNMENT LANDS ACT

(Cap. 280)

GOLF COURSE ESTATES: COMMERCIAL PLOTS

THE Commissioner of Lands invites applications for plots of land at the above-mentioned estate for commercial purposes as described in the Schedule hereto. Plans of the plots may be seen in the Lands Public Map Office P.O. Box 30089, Nairobi.

2. Applications must be sent so as to reach the Commissioner of Lands not later than noon on Friday, 16th September, 1977.

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

(a) If the applicant is offered and takes up and pays for the plot within the period of 14 days as required by Condition No. 5 below, the deposit will be credited to him.

(b) If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 14 days as required by Condition No. 5 below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

4. Each application should be accompanied by a statement indicating:—

(a) The amount of capital it is proposed to spend on the project.

(b) The amount of actual capital available for development with a banker's letter or other evidence of financial status in support.

(c) The manner in which it is proposed to raise the balance of the capital required for development if any.

(d) Full details of both residential and/or commercial properties owned by the applicant in Nairobi City.

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

General Conditions

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

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

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

Special Conditions

1. No building shall be erected on the land nor shall additions or external alterations be made to any building 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 6 calendar months of the actual registration of the grant 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 disposing of sewage, surface and sullage water) drawings and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the actual registration of the grant complete the erection of such buildings and the construction of the drainage system in conformity with plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner:

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

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

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

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

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

6. The buildings shall not cover a great or a lesser area of the land as may be laid down by Local Authority in its by-laws.

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

8. The grantee shall not subdivide the land.

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

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

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

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

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

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

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

SCHEDULE

L.R. No.	Area	Stand Premium	Annual Rent	Road Charges	Survey Fees
Unsurveyed Plots	Hectares	Sh.	Sh.	Sh.	Sh. On demand
A	0-0190	4,600	920	40,000	"
B	0-0190	4,600	920	40,000	"
C	0-0190	4,600	920	40,000	"
D	0-0190	4,600	920	40,000	"
E	0-378	10,600	2,120	40,000	"
F	0-0190	4,600	920	40,000	"
G	0-0190	4,600	920	40,000	"
H	0-0190	4,600	920	40,000	"
I	0-0190	4,600	920	40,000	"
J	0-0190	4,600	920	40,000	"

GAZETTE NOTICE NO. 2154

THE GOVERNMENT LANDS ACT

(Cap. 280)

NAIROBI COMMERCIAL PLOTS—RACE COURSE ROAD KARIOKOR

THE Commissioner of Lands invites applications for the alienation of plots for Commercial purposes in the above area as described in the schedule hereto. A plan of the plots may be seen in the Lands Department or may be obtained on payment of Sh. 4 from the public Map Office, P.O. Box 30089, Nairobi.

2. Applications must be sent so as to reach the Commissioner of Lands not later than noon, on Friday, 16th September, 1977.

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

- (a) If the applicant is offered and takes up and pays for the plot within the period of 14 days as required by condition No. 5 below, the deposit will be credited to him.
- (b) If the application is unsuccessful, the applicant's deposit will be returned to him.
- (c) If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 14 days as required by condition No. 5 below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.
4. Each application should be accompanied by a statement indicating:—
 - (a) The amount of capital it is proposed to spend on the project.
 - (b) The amount of actual capital available for development with a banker's letter or other evidence of financial status in support.
 - (c) The manner in which it is proposed to raise the balance of the capital required for development, if any.
 - (d) Full details of both residential and/or commercial properties owned by the applicant in Nairobi City.

5. The successful allottees of the plots shall pay to the Commissioner of Lands within 14 days of notification that his application has been successful, the stand premium and proportion of the annual rent together with conveyancing, stamp duty and registration fees, contributions in lieu of rates and provisional service charges. In default of payment within the specified time, the Commissioner of Lands may cancel the allotment and the applicant shall have no claim to the plot.

General Conditions

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

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

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

Special Conditions

1. No building shall be erected on the land nor shall additions or external alterations be made to any building 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 6 calendar months of the actual registration of the grant 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 disposing of sewage, surface and sullage water) drawings and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the actual registration of the grant complete the erection of such buildings and the construction of the drainage system in conformity with plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner:

Provided that notwithstanding anything to the contrary contained in or implied by the Government Lands Act, if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf

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

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

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

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

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

6. The buildings shall not cover a greater or a lesser area of the land as may be laid down by Local Authority in its by-laws.

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

8. The grantee shall not subdivide the land.

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

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

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

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

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

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

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

SCHEDULE

Plot No.	Area of Plot	Stand Premium	Annual Rent	Road Charges
	Hectares	Sh.	Sh.	Sh.
B	0-015	3,800	760	30,000
C	0-015	3,800	760	30,000
D	0-015	3,800	760	30,000
E	0-015	3,800	760	30,000
F	0-015	3,800	760	30,000

GAZETTE NOTICE NO. 2155

THE GOVERNMENT LANDS ACT

(Cap. 280)

UMOJA ESTATE, NAIROBI: COMMERCIAL PLOTS

THE Commissioner of Lands invites applications for the alienation of plots for Commercial purposes in the above-mentioned estate as described in the Schedule hereto. A plan of the plots may be seen in the Lands Public Map Office, P.O. Box 30089, Nairobi.

2. Applications must be sent so as to reach the Commissioner of Lands not later than noon on Friday, 16th September, 1977.

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

- (a) If the applicant is offered and takes up and pays for the plot within the period of 14 days as required by condition No. 5 below, the deposit will be credited to him.
- (b) If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 14 days as required by Condition No. 5 below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.
- (c) If the application is unsuccessful, the applicant's deposit will be returned to him.
4. Each application must be accompanied by a statement indicating:—
 - (a) The amount of capital it is proposed to spend on the project.
 - (b) The amount of actual capital available for development with a banker's letter or other evidence of financial status in support.
 - (c) The manner in which it is proposed to raise the balance of the capital required for development, if any.
 - (d) Full details of both residential and/or commercial properties owned by the applicant in Nairobi City.

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

General Conditions

1. The grant will be made under the provisions of the Government Lands Act (Cap. 280 of the Laws of Kenya), and title will be issued under the Registration of Titles Act (Cap. 281).
2. The grant will be issued in the name of the allottee as given in the letter of application and will be subject to the special conditions set out below.
3. The term of the grant will be 99 years from the 1st day of the month following the issue of the letter of allotment.

Special Conditions

1. No building shall be erected on the land nor shall additions or external alterations be made to any building 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 calendar months of the actual registration of the grant 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 disposing of sewage surface and sullage water) drawings and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the actual registration of the grant complete the erection of such buildings and the construction of the drainage system in conformity with plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner:

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

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

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

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

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

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

6. The buildings shall not cover a greater or a lesser area of the land as may be laid down by Local Authority in its by-laws.

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

8. The grantee shall not subdivide the land.

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

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

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

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

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

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

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

SCHEDULE

Plot No.	Area of Plot	Stand Premium	Annual Rent	Road Charges	Survey Fees
<i>Unsurveyed Plot</i>	<i>Hectares</i>	<i>Sh.</i>	<i>Sh.</i>	<i>Sh.</i>	<i>Sh. On demand</i>
1	0.0168	4,000	800	20,000	"
2	0.0181	4,400	880	20,000	"
3	0.0181	4,400	880	20,000	"
4	0.0181	4,400	880	20,000	"
5	0.0181	4,400	880	20,000	"
6	0.0181	4,400	880	20,000	"
7	0.0181	4,400	880	20,000	"
8	0.0168	4,000	800	20,000	"
9	0.1040	31,200	6,240	105,000	"

GAZETTE NOTICE NO. 2156

THE GOVERNMENT LANDS ACT

(Cap. 280)

NAIROBI COMMERCIAL PLOTS—KIBERA

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

Applications must be sent to the Commissioner of Lands not later than noon 16th September, 1977.

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

- (a) If the applicant is offered and takes up and pays for the plot within the period of 30 days as required by condition No. 5 below, the deposit will be credited to him.
- (b) If the application is unsuccessful the applicant's deposit will be returned to him.
- (c) If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 14 days as required by Condition No. 5 below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

4. Each application should be accompanied by a statement indicating:—

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

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

General Conditions

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

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

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

Special Conditions

1. No building shall be erected on the land nor shall additions or external alterations be made to any building 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 calendar months of the actual registration of the grant 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 disposing of sewage, surface and sullage water) drawings and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the actual registration of the grant complete the erection of such buildings and the construction of the drainage system in conformity with plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner:

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

right of action or remedy of the President or the Commissioner of Lands in respect of any antecedent breach of any condition herein contained.

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

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

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

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

6. The buildings shall not cover a greater or a lesser area of the land as may be laid down by Local Authority in its by-laws.

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

8. The grantee shall not subdivide the land.

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

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

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

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

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

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

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

SCHEDULE

Plot No.	Area	Stand Premium	Annual Rent	Road Charges	Survey Fees
	Hectares	Sh.	Sh.	Sh.	Sh.
A	0.03	6,000	1,200	30,000	460
B	0.03	6,000	1,200	30,000	460
C	0.03	6,000	1,200	30,000	460
D	0.03	6,000	1,200	30,000	460
E	0.03	6,000	1,200	30,000	460
F	0.03	6,000	1,200	30,000	460
G	0.03	6,000	1,200	30,000	460
H	0.03	6,000	1,200	30,000	460
K	0.02	4,000	800	30,000	460
L	0.02	4,000	800	30,000	460
M	0.03	6,000	1,200	30,000	460
N	0.03	6,000	1,200	30,000	460
O	0.03	6,000	1,200	30,000	460
P	0.03	6,000	1,200	30,000	460
Q	0.03	6,000	1,200	30,000	460

GAZETTE NOTICE No. 2321

THE WATER ACT

(Cap. 372)

APPLICATIONS

APPLICATIONS for Diversion of Water, plans for which may be seen at the Water Department, Nairobi, or Office of the Local Water Bailiff concerned, have been submitted by the following:—

Applicant	L.R. No.	District	River	Amount of Abstraction (G.P.D.)
Kanyi Wachuha	13	Nyeri	Thiti Tributary	2,000 irrigation.
Othaya F.C. Society Ltd.	511	Nyeri	Gura	6,000 irrigation.
James K. Koiré	154/18	Kiambu	Ruaraka	200 domestic, 6,000 irrigation.
Zipora Mary Kamau	1142	Nairobi	Kirichwa Tributary, Nairobi	2,000 irrigation.
Mureith Kimani	330	Nyeri	Ruiruiru	200 domestic, 4,000 irrigation.
Peter Kigira	566	Kiambu	Kamiti	690 domestic, 30,000 irrigation, 2,000 other purposes.
Director Water Development	—	Murang'a	Sabasaba	22,000 domestic.
Muchiri Gikonyo	507	Kiambu	Komothai Tributary	200 domestic, 5,000 industrial.
Wainaina	381	Kiambu	Theta Tributary	120 domestic, 2,000 irrigation.
James Nginya Gitau	411	Kiambu	Karimenu Tributary	200 domestic, 12,000 irrigation.
Mowlem Construction Ltd.	—	Nairobi	Nairobi	30,000 construction work.
Stephen K. Muturi	466	Kiambu	Kimaratua	300 domestic, 5,000 industrial, 28,000 irrigation.
Kithembo Athiani Muputi Farming and Ranching Co-op. Soc. Ltd.	—	Machakos	Maruba Tributary	20,400 domestic, 600,000 irriga- tion.
Wanasya Water Association	—	Machakos	Muthungue Tributary	18,000 irrigation.
Machakos District Co-op. Union	—	Machakos	Kalua	4,000 irrigation.
Wanasya Water Association	—	Machakos	Muthungue Tributary	18,000 irrigation.
Mount Kenya Estate Services Ltd.	6376	Nyeri	Nairobi	65,150 domestic, 230,000 irriga- tion.
Kay Construction Company	131 and 132	Kirinyaga	Sagana	200 domestic, 600 other purposes.
Ministry of Agriculture	—	Kisumu	Mugada Tributary	850 other purposes.
Maina Kariuki	327	Kirinyaga	Ragati Tributary	400 domestic, 4,000 irrigation, 2,000 other purposes.
Mweiga Estate Ltd.	7950	Nyeri	Muringato	10,000 additional irrigation.
J. Kamau Gitau	643	Murang'a	Gaci	600 domestic, 24,000 irrigation.
Samuel Kibiku	6845/14	Nairobi	Nairobi Tributary	36,000 increase on irrigation.
Mgondinyi S.H. Water Project	—	Taita/Taveta	Msindunyi Spring	200 increase domestic.
Director Water Development	—	Kisumu	Nyando	60,000 domestic.
Eliud M. Muchuki	199	Murang'a	Maragua	600 domestic, 50,000 irrigation.
Machakos District Co-op. Union	—	Machakos	Kyuu	4,000 irrigation.
Torok Water Project	—	Elgeyo Marakwet	Torok	119,100 domestic.
Umande Primary School	5165/18	Laikipia	Sirimon	8,600 domestic.
Ngunguru Saw Mills	9555	Laikipia	Sirimon	1,600 domestic, 2,000 irrigation.
Aror Catholic Mission	—	Elgeyo Marakwet	Aror	1,200 domestic, 4,500 irrigation.
Francis G. Wanjohi	11950	Laikipia	Nanyuki	1,000 domestic, 20,000 irrigation.
Machakos Co-op. Union	—	Machakos	Kithangathini	6,000 irrigation.
Mwangangi Mutua	—	Machakos	Kikuuni Tributary	600 domestic, 20,000 irrigation.
Nicholas M. Karichu	1491 & 1259	Kajiado	Kandis Tributary	300 domestic, 4,000 irrigation.
Petro Adier	260	South Nyanza	Awach Tributary	1,620,000 power.
Voi Sisal Estates	4637	Taita/Taveta	Voi	90,000 irrigation.
Karani Mwai	668	Nyeri	Hombe	360 domestic, 4,000 irrigation.
Kanyanje Water Association	—	Meru	Kazita	2,500 domestic, 40,000 irrigation.
James Miriti	1600	Embu	Kapingazi	6,000 irrigation.
Japheth Kagumba	142	Nyeri	Thengeraini Tributary	8,000 irrigation.
John Karaba Nguyo	910	Kirinyaga	Ragati	200 domestic, 3,000 irrigation.
Mauladad and Rose Ltd.	—	Kisumu	Awach (Seme)	3,000 domestic, 9,000 other purposes.
Mauladad and Rose	—	Siaya	Yala	9,000 other purposes.
Kimala Irrigation Scheme	—	Taita/Taveta	Lumi (Grogan Canal)	22,000 domestic, 2,000,000 irriga- tion.
Ngachia Association	—	Meru	Mariara Tributary	7,300 domestic, 26,500 irrigation.
Nyakeiri S. School	1428	Kisii	Isambo	2,000 domestic.
Marko A. Busienei and Parker	260 and 262	Nandi	Kundoss Tributary	1,100 domestic, 4,500 irrigation, 56,000 power.
Mwamburi Mwacheda	561	Taita/Taveta	Voi	300 domestic, 4,000 irrigation.
Nahashon A. Tole	7572/2, 3, 4,	Kericho	Kipchorian	2,900 domestic, 100 other use.
Henry Kilaya	—	Nandi	Garagoli Tributary	2,000 irrigation.
Stanley K. Kangere	51	Kiambu	Kimaratua Tributary	300 domestic, 5,000 industrial and 20,000 irrigation.
Kiangome U. Water Association	—	Meru	Mariara Tributary	500 domestic, 2,300 irrigation.
Mukurweini F.C.S. Ltd.	460	Nyeri	Gura	200 domestic, 10,000 industrial, 1,000 irrigation.
Dunnottar Est. (Kigatha F.)	5839 & 3737	Kiambu	Kiu	25,000 industrial, 450,000 irriga- tion.
Narosura/Kanunga Irrigation Schem- e	—	Narok	Narosura/Kanunga	22,000 domestic, 320,000 irriga- tion, 2,700,000 fish breeding.
Kipkere Ltd. (Kiptenden)	11410	Kisii	Igare	5,000 domestic.
Kapision Water Project	—	Elgeyo / Marakwet	Embout	91,100 domestic, 453,800 irriga- tion.
Magutu Farmers Ltd.	—	Laikipia	Timau	7,400 domestic, 20,000 irrigation.
Kiambaa Kawainda Co. Ltd.	11102	Kiambu	Ndarugu	575,000 irrigation.
Karangi Coftea Ltd.	248/2 and 249/1	Kiambu	Theta	363,000 irrigation.
Bedad K. Gaiku	1208	Murang'a	Ngumbo	280 domestic, 10,000 irrigation.
M/s. G. N. Mwiciigi	8750	Murang'a	Thika	900 domestic, 660,000 irrigation.
Kongoacheke Kirongoyo Water Association	—	Meru	Ngachiuma Tributary	5,800 domestic, 16,000 irrigation.
Joseph Njunge	6939/3	Nairobi	Mbagathi	400 domestic, 4,000 irrigation.
Raha Mumbi Mwaniki	7142/6	Laikipia	Liki	1,200 domestic, 36,000 irrigation.
Simon Mbugua Wainaina	76	Kiambu	Komothai	200 domestic, 4,000 irrigation.
Rugano Gachugu	122	Nyandarua	Turasha	400 domestic, 22,000 irrigation.
Mathira F.C.S. Ltd.	637	Nyeri	Sagana	3,000 irrigation.
Ngariama F.C.S. Ltd.	37 and 99	Kirinyaga	Kiri	12,800 industrial.
Hon. Maina Wanjigi	7585/22	Nyeri	Muringato	1,000 domestic, 39,000 irrigation.
Morongo Karoki	56	Kirinyaga	Murubara	4,000 irrigation.
Perminus Njuki	281	Kirinyaga	Rwamuthambi	300 domestic, 6,000 irrigation.
Madzui Girls High School	—	Kakamega	Edzava Tributary	3,600 public.

APPLICATIONS—(Contd.)

Applicant	L.R. No.	District	River	Amount of Abstraction (G.P.D.)
Hesbon Maringa	143	Kirinyaga	Gakuo Tributary	300 domestic, 4,000 irrigation.
Mweru-Lare Water Association	—	Meru	Lare Springs	4,100 domestic.
Jamleck Murangeri	104	Meru	Marimba	200 domestic, 1,000 irrigation.
Johana Kamanja	3	Meru	Buathonaro	1,300 domestic.
Jonah M'Mukira	305	Meru	Mariara	300 domestic, 24,000 irrigation.
Simon Kibuchi	285	Kirinyaga	Karani	2,000 irrigation.
M'Rucha Muindi	541	Meru	North Mara	950 domestic.
Joseph W. Karari	84	Nyeri	Mere	4,000 irrigation.
Bernard N. Ivara	164	Embu	Ena	400 domestic, 40,000 irrigation.
Thuo Kigera	276	Nyandarua	Malewa	1,600 domestic, 8,000 irrigation.
George W. Kamugo	83	Nyeri	Mere	3,000 irrigation.
Joshua W. Njuki	20	Kirinyaga	Rutui	200 domestic, 10,000 irrigation.
Nyangwara Omare and Son	995	Kisii	Iyabe	1,620,000 power.

Objections stating specific grounds therefore should be filed in triplicate with Water Apportionment Board, P.O. Box 30521, Nairobi within 30 days from the publication of this notice.

E. K. AGINGU,
Secretary,
Water Apportionment Board.

GAZETTE NOTICE No. 2322

THE INDUSTRIAL COURT
CAUSE No. 20 OF 1977

Parties:—

Kenya Union of Commercial Food & Allied Workers
and
Kenya Co-operative Creameries Limited

Issue in dispute:—

Dismissal of Fabio Nyamu Wambugu.

1. The Kenya Union of Commercial Food & Allied Workers shall hereinafter be referred to as the Claimants and the Kenya Co-operative Creameries Limited shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on 2nd, 3rd and 28th June and 26th July, 1977 and in addition to relying on their written and verbal submissions called the following witnesses:—

Claimants:—

F. N. Wambugu.
F. Gathiri.
W. Ouma.

Respondents:—

F. Gacuhi.
I. M. Karanja.

AWARD

3. The Notification of Dispute Form "A" dated 10th January, 1977 duly signed by the parties was received by the Court on 21st March along with the statutory certificates signed by the Minister for Labour and the Labour Commissioner.

F. N. Wambugu was appointed by the Respondents as a route assistant on 1st September, 1970. On 1st May, 1973 he was promoted to driver/salesman and the Court was told that his monthly salary was Sh. 745 plus housing allowance of Sh. 65.

On 28th February he was suspended from duty because it was alleged that on 26th February, 1975 he had driven KPY 151 without due care which resulted in smashing and breaking the entire gear-box, clutch housing and propshaft bearing.

He was dismissed with immediate effect on 13th March, 1975 on the ground that he had committed a serious offence in damaging the company property as stated in the letter of suspension.

The parties having failed to resolve this matter at their own level the Claimants reported the existence of a trade dispute to the Minister for Labour as a result of which an investigation was carried out by a Labour Officer. On 21st June, 1976 the Permanent Secretary forwarded the Ministry's findings and conclusion to the parties. These were in favour of the Respondents and stated that the Respondents had acted justifiably in dismissing Mr. Wambugu.

The Claimants submitted that Mr. Wambugu had no previous warnings regarding the performance of his duties and that on 26th February, 1975, at 8 a.m. as he was selling milk on the northern circuit namely the Pangani/Muthaiga route the gear-box from his vehicle KPY 151 dropped down and broke into pieces and as a result the vehicle had to be towed to the Respondents' depot in Nairobi.

The Claimants called Mr. Wambugu to give evidence on oath and he stated that on 25th February when he was near the Mathari Mental Hospital his lorry KPY 151 stopped and would not move and a breakdown had to be called from the depot. Messrs. Gathiri and Karori had come to tow his lorry which they did after delivering the remaining milk from KPY 151, in their lorry.

Mr. Wambugu added that at the depot he reported the matter to the foreman W. Sinei and later when on 26th February he reported for duty he found KPY 151 all stacked up with milk crates and he drove away on his round of delivering milk. As he left Utalii College and was going down the road towards the small bridge on his way towards Nairobi the gear-box fell down at a place about 150 yards from the Utalii College. He had then stopped the lorry and had picked up all the pieces and telephoned the depot. He stated that the whole thing had fallen down, even the housing.

He denied that he had torn the report which he had made to Ishmail Maina, the depot manager, and explained that on the following day he had refused to write another report which Mr. Maina had asked him to do.

Francis Gathiri confirmed that on 25th February, 1975 he had completed his route in the morning at about 9 a.m. and had gone back to depot. Mr. Karori came to him and said that he wanted to use his lorry to go to Muthaiga near Mathari Mental Hospital to tow the vehicle of Mr. Wambugu. He had then accompanied Karori and drove his lorry to the place. On

arrival he had asked Wambugu what had happened and was told that the gear could not be engaged. He entered the lorry and tried to engage the gears but did not succeed. He then delivered the remaining milk after which he towed the vehicle to the depot where it was left at the workshop.

Mr. Gathiri stated that on 26th February he had again collected Wambua from near the same spot and then described how they had towed KPY 151 to the depot.

The Respondents were emphatic that on 25th February, 1975 KPY 151 had had no mechanical trouble although on or about 9th February and then again between 12th and 14th February there had been trouble with its starter and the hand brake and during all those days it was out of order.

They maintained that on 26th February, 1975 Mr. Wambugu had carelessly and recklessly driven their new lorry KPY 151 thereby completely shattering its gear-box. This had resulted in a cost to them of Sh. 16,908.90 to put it back on the road.

The Respondents referred to an appendix in their written submission which is a report on transmission damage to Bedford KPY 151 by the general manager, service department of the company concerned. Paragraphs 2 and 3 of this report read as follows:—

“Our investigation revealed that the clutch assembly had been subjected to a unnatural torsional shock, this could have been caused by the operator attempting to change from top 4th to 3rd gear at high speed when proceeding down a relatively steep decline, he had missed the gear, this had caused him to panic as the vehicle increased speed, and instead of applying the brakes and re-engaging top gear, he had forced engagement of 2nd gear, and too rapidly moved his foot from the clutch pedal. As will be seen from the attached list this action resulted in wrecking the total gear-box and clutch assembly.

To try and alleviate the considerable expense of correcting this unfortunate damage to your Bedford we have included on the attached list some major parts which we have in hand and which will be supplied free of charge to your good selves.”

The Respondents also produced documentary evidence including log sheet and hand written lists of the vehicles which were in service and those off the road due to mechanical trouble for 24th and 25th February, 1975 showing that KPY 151 was in use on both these dates. They also referred to the vehicle log sheet which showed that KPY 151 on 25th February was in use.

They called the workshop foreman, F. Gacuhi, to give evidence and he stated that Karori had towed KPY 151 on 9th February, 1975 when it had a brake jam and self-starter was not working. He stated that on 25th February it was serviceable on 26th it had a major breakdown.

I. Maina also gave evidence and stated that to his knowledge there was nothing wrong with KPY 151 on 25th February and on 26th February there was a report that it had broken down between Muthaiga Police Station and Utalii College.

This witness further explained how they had made their inquiries and got a report from Bruce Ltd. On 27th February he had called Mr. Wambugu to his office and asked him to tell him what had happened. Mr. Wambugu was reluctant to do so but on his asking him to put something in writing that led to the damage to the gear box Wambugu scribbled something like mechanical fault on a piece of paper after which he went out. Then he had come back and asked him for the scribbled note which Mr. Maina gave him. Mr. Wambugu then tore it into pieces and walked out banging the door.

The Respondent maintained that they had no doubt that Wambugu was solely responsible for the wreckage of the gear-box and the clutch housing of the lorry KPY 151. He had carelessly, negligently, recklessly or wilfully manoeuvred the clutch leading to the complete smash of the gear-box complex and the other parts of the lorry. They asked the Court to find that Mr. Wambugu had deserved a dismissal.

In this dispute the Court has to decide to what extent Mr. Wambugu is responsible for the damage to the Respondents' lorry KPY 151 which resulted in a sum of Sh. 16,908 being spent by them in putting it back on the road.

Mr. Wambugu had worked as a driver salesman for the Respondents from 1st May, 1973 up to 26th February, 1975, the day KPY 151 was damaged. During this period he had not received any warning letters regarding the performance of his duties or his driving.

It is highly unlikely that a driver who for some reason even as alleged by the Respondents attempts to change down from fourth to third gear whilst in speed on a relatively steep decline and subsequently forces engagement of second gear would cause the whole gear-box to fall down on the road.

It would appear that the extensive damage caused to the lorry can be attributed to two distinct acts. The damage caused to the clutch and gear mechanism could possibly be the result of the driver attempting to change gears as alleged by the Respondents but the other damage which caused the whole of the gear-box to fall down on the road with consequent damage to other parts would be attributable to either faulty repairs or an inherent weakness in the vehicle itself.

In these circumstances it becomes rather important to determine whether or not KPY 151 broke down a day before as claimed by Mr. Wambugu. Here the Court has the evidence of Mr. Gathiri who confirmed what Wambugu said on this point. The Court also has the evidence of F. Gacuhi, the workshop foreman, who said that he remembered that Mr. Karori had towed KPY 151 on 9th February, 1975 when it had a brake jam and the self-starter was not working. He did not recall the towing of KPY 151 on 25th February. Mr. Gathiri impressed the Court as being a truthful witness and his evidence remained unshaken during cross-examination. Moreover, the Court can find no reason why Mr. Gathiri should come and commit an act of perjury in order to assist a fellow union member.

The Court is satisfied that KPY 151 had a mechanical breakdown on 25th February, 1975 in that there was some difficulty in engaging its gears and that it had to be towed to the Respondents' depot. The fact that KPY 151 appears later in the evening of 25th February as being road-worthy is interesting. The Respondents' salesmen/drivers complete their rounds by 9 or 10 in the morning after which they return to the depot and leave the vehicles there. Those needing repairs are referred to the workshop manager and by 5 p.m. a certain number of lorries are ready to be driven in the early hours of the next day sometime after midnight.

It may well be that after Mr. Gathiri along with Mr. Karori had towed KPY 151 on 25th February to the depot, either nobody bothered to repair it or that only very superficial repairs were carried out and that also in a very poor and negligent manner. The fact remains that Mr. Wambugu found that lorry ready for his morning round on 26th February loaded with milk.

The Court accepts the evidence of Mr. Ouma who is the Respondents' mechanic grade I when he says that to his personal knowledge gear-boxes from three lorries had fallen off and that the incident of KPY 151 was the fourth such incident. This clearly shows that there is something wrong somewhere and the Respondents' top management would be well advised to look closely into the workings of their workshop and other related matters. It would be very much in the Respondents' own interest to do so.

After careful consideration of all the submissions the Court has come to the conclusion that for the part played by Mr. Wambugu in the damage to KPY 151 he deserved a warning letter as the Court was told that none of the drivers involved in the other three incidents were sacked.

The Court accordingly finds that Mr. Wambugu did not deserve a termination as alleged by the Respondents and his dismissal was therefore wrongful. The damage caused by Mr. Wambugu was probably through an error of judgment on his part while driving.

The Claimants have pressed for his reinstatement and the Court might have acceded to their request had it not been for the subsequent behaviour of Mr. Wambugu when he was asked by the depot manager to give an explanation in writing of the circumstances that led to the damage to KPY 151. The Court finds Mr. Wambugu's behaviour in tearing up the little note which he had written earlier to be most deplorable. He showed scant regard for authority and the Court accordingly has decided that he does not deserve a reinstatement.

The Court awards that Mr. Wambugu should be paid three months' salary by way of compensation for the wrongful dismissal that he has suffered in addition to other benefits to which an employee would be entitled on a normal termination.

Given in Nairobi this 16th day of August, 1977.

SAEED R. COCKAR,
Judge.

Z. M. ANYIENI,
Deputy to the Judge.

J. M. MUCHURA,
Member.

GAZETTE NOTICE NO. 2323

THE INDUSTRIAL COURT

CAUSE NO. 32 OF 1977

Parties:

Film Associates (Africa) Limited
and

Kenya Management Staff Association

Issue in dispute.—Redundancy of Ramesh C. Shah.

1. Film Associates (Africa) Limited shall hereinafter be referred to as the Claimants and the Kenya Management Staff Association shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on 20th and 21st July, 1977 and in addition to relying on their written and verbal submissions called the following witnesses to give evidence on oath:—

Claimants.—M. Billington.

Respondents.—Ramesh C. Shah.

AWARD

3. The Notification of Dispute Form "A" dated April 1977 duly signed by both parties was received by the Court on 3rd June along with the statutory certificate signed by the Labour Commissioner.

This dispute has arisen because of the Claimant's desire to declare one of their employees, Ramesh C. Shah, redundant in accordance with section 9A (6) of the Trade Disputes Act. Mr. Shah is a member of the Respondents who opposed the Claimants' contemplated action in declaring him redundant.

It is not disputed that Mr. Shah is the employee with the longest service in the Claimants' organization and is in receipt of a monthly salary of Sh. 6,325 with effect from 1st January, 1976 having joined them on 1st December, 1970 after the Claimants had been incorporated on 23rd September, 1970.

The Claimants are a small organization and have in their employment seven persons including the manager. Mr. Shah is a "booker" and the other members of the staff are an accountant, a Management Trainee, C. Olembo, a secretary, a clerk, P. Montana and a messenger.

The main business of the Claimants is the supervision of distribution of films supplied by Columbia Pictures Corporation and Cinema International Corporation in the following countries:—

- Republic of Kenya.
- Republic of Uganda.
- Republic of Tanzania.
- Republic of Zambia.
- Republic of Somalia.
- Republic of Seychelles.

Mr. Shah in evidence claimed that their firm also did the work of taking delivery of films and subsequent dispatch to all the countries as necessary on behalf of Kenya Film Corporation.

The Claimants have pleaded that the volume of the work controlled by them has over the years progressively reduced starting with the unsettled conditions in Uganda and the lack of business in Tanzania due to that Government's policies. Further there has been a change in the method of operations in Seychelles and Zambia, the Somalia business having come to an end in October 1976.

The Claimants felt that under the circumstances Mr. Shah's position was redundant and served him on 29th October, 1976 with a letter of termination offering him one month's salary in lieu of notice. On 1st November, 1976 Mr. Shah replied by saying that he did not agree with the decision on the following grounds:—

- "1. According to our business turnout the company is not making a loss in business in fact we are doing much better than previous years, in spite of the alleged withdrawal from the Tanzania market.
2. Being the longest served member of the staff I find it unjustified and unfair to terminate my services.
3. As far as economy measures are concerned you should note that this company operates with only six staff whereas our competitors Anglo employs about 60 people yet business-wise we are almost doing the same."

The Respondents took up the matter on behalf of Mr. Shah, their member, and although they have no recognition agreement with the Claimants, wrote to the Kenyanization of Personnel

Bureau pointing out that Mr. Shah's services were being terminated so that Mr. Olembo, the Management Trainee, could work in his place which would enable M. Billington, the manager, to renew his work permit which was due to expire in February, 1977. The Respondents also decided to declare the dispute on the matter with the Minister for Labour.

On 1st December, 1976 the Claimants withdrew the notice of termination but gave notice that they would pursue the matter of declaring Mr. Shah redundant in accordance with the relevant regulations. The Respondents again rejected the Claimants' demand and thereafter there was correspondence between the parties and the Ministry of Labour.

On 31st January, 1977, the Claimants once again served a letter of termination on Mr. Shah on the grounds of redundancy and gave him one month's notice and offered to pay him benefits under regulation 15 of L.N. 1 of 1975.

In the meantime the Ministry of Labour started its investigation and a Labour Officer visited the Claimants' offices. The Respondents made a severe attack on the method adopted by the Ministry of Labour officials in this matter and further alleged that the Investigator had not at any time sought their views and did not interview Mr. Shah either.

While the matter was at this stage the Claimants once again on 24th February, 1977 withdrew the notice of termination which they had served on Mr. Shah on 31st January.

The Court has applied its mind seriously to the Respondents' allegations against the Ministry of Labour regarding the manner in which this dispute has been processed. The Court, however, in the absence of a formal recognition agreement between the parties cannot uphold them. The fact, however, remains that both the parties have signed the Notification of Dispute Form "A" and the matter is before the Court. This was on the advice of the Chief Industrial Relations Officer of the Ministry of Labour.

The Respondents have resisted this application mainly on the ground that Mr. Shah's removal would facilitate Mr. Billington's continued stay in the country through work permits because Mr. Olembo, the Management Trainee, who is Mr. Billington's understudy and Mr. Shah would be able to run the business without Mr. Billington.

The Respondents further submitted that the principle of first in last out as laid down in the Industrial Relations Charter was not being followed and if anybody had to be declared redundant then one of the other employees who were junior in service to Mr. Shah should go first.

The Respondent were very critical of the Claimants in employing a Ugandan, Mr. Montana, at a salary of Sh. 1,500 p.m. with effect from 1st September, 1976. The Respondents felt that the Claimants had deliberately relieved Mr. Shah of much of his duties with the manager doing some of the work himself, Mr. Olembo being assigned some other work being formerly done by Mr. Shah and the remaining being handed over to Mr. Montana, a very recent employee.

The Respondents called Mr. Shah to give evidence on oath who while confirming most of what the Respondents had submitted on his behalf stated that if all his work which he used to do had not been taken away from him there was enough work for him every day and he further stated that the net profit of the Claimants had, if anything, improved over the previous years. He further explained that he had trained Mr. Olembo for four months regarding the work of his section, Mr. Olembo previously having done a stint of about nine months in the accounts department and now that it was Mr. Olembo's turn to go and work directly under Mr. Billington he, Mr. Shah, found that he was being declared redundant.

The Respondents very strongly urged the Court to find that this was not a case of genuine redundancy and that it was merely a ploy to enable Mr. Billington to get his work permit renewed.

The Claimants on the other hand stated that on instructions received from their head office in London and in view of the decreased volume of work as stated hereinabove they had reorganized the work with the result that Mr. Shah now had work for one or two hours at the most per day. They agreed that the manager had increased his own responsibilities and had taken over some of Mr. Shah's work with some other work having been passed on to Mr. Montana. They also agreed that Mr. Olembo also did some of Mr. Shah's former work.

The Claimants called Mr. Billington, the manager, to give evidence and he produced all the relevant files and the "book" which related to Mr. Shah's work. He also confirmed what was submitted on their behalf by their representative. In cross examination he accepted that at one stage they had offered Mr. Olembo the post of A. D'Souza, the accountant, but Mr. Olembo

had refused to accept that on the ground that he was an under study to the post of the manager himself. Mr. Billington, however, insisted that on instructions from the head office he had to institute measures to economize and in view of the present state of the business and the reorganization which he had carried out he found that he could effectively economize by declaring Mr. Shah redundant. He also admitted that in addition to employing Mr. Montana at a monthly salary of Sh. 1,500 he had also given an increment of Sh. 1,500 p.m. to Mr. Olemba but he maintained that he still saved about Sh. 3,000 p.m.

The Court would ordinarily hesitate to interfere in the reorganization of an undertaking but in the present dispute there are some angles which need looking into rather carefully.

It is obvious that the Claimants are not in dire financial straits therefore it is rather difficult to understand their concern in affecting an economy in their set up. Admittedly their business has been lost in Somalia and Tanzania with the method of their dealings having changed in Zambia, Uganda and Seychelles. The Claimants, however, did not produce any documentary evidence to show their financial position regarding the annual profits and losses. Mr. Shah in his evidence stated that the net profit of the Claimants was in the region of Sh. 600,000. In the absence of any evidence to the contrary the Court feels that the Claimants are not financially in a position where declaring one of their staff would save them from total collapse.

The other and by far the most important aspect in this dispute is that of Kenyanization of the post of the general manager, Mr. Billington, whose work permit has been renewed for another two years in February this year he having come to the country in 1974.

Mr. Billington's understudy is C. Olemba and it is on this strength that the work permit of Mr. Billington has been approved. Mr. Billington told the Court that Mr. Olemba would take over from him after five years' training and the Court notes that Mr. Olemba has already completed three years.

The Court was told by Mr. Shah that Mr. Olemba has completed his training in all relevant sections and that now he was directly to be trained in the manager's work i.e. from the time Mr. Shah received the first letter of termination.

The Court was also intrigued by the fact that sometime in the past Mr. Olemba was offered the post of A. D'Souza, the accountant, which Mr. Olemba rejected on the ground that he was being trained to be the manager of the Claimants.

In these circumstances the Court finds that Mr. Shah's redundancy as occasioned by the reorganization by Mr. Billington has come about at a very sensitive period in the Claimants' undertaking. Mr. Shah is the senior most employee and the Court does not doubt his word when he says that he started the Claimants' firm and that he is well versed in every aspect of their business. As a result of the reorganization and also to some lesser extent by the drop and change of method of the business dealings Mr. Shah has been made to appear with no more work than for an hour or two per day.

The Court cannot also overlook the employment of P. Montana, a Ugandan, who has been engaged by the Claimants with effect from 1st September, 1976 at a monthly salary of Sh. 1,500 while Mr. Olemba received an increment of Sh. 1,500 also. So in fact if the Claimants were found to be genuine in their application it would financially mean a saving of £150 p.m. only which in itself would not be cause enough for the senior most employee to be declared redundant.

The Court agrees with the Claimants when they say first in last out principle should be applied to employees in the same category but their undertaking is a small one with Mr. Shah being the senior most employee and who the Court has no doubt, is able to do most of the work. In these circumstances the continued employment particularly of Mr. Montana has a very definite bearing on this dispute. Mr. Shah is a Kenya citizen.

After careful consideration of all the submission the Court finds that Mr. Olemba, who would in the near future be the top man in the Claimants' organization, should play a crucial role in determining whether or not Mr. Shah is needed in their organization. Mr. Olemba has already completed three years and the Court expects that after a completion of another year Mr. Olemba should be in a position to take part in policy matters like the retention of staff members or otherwise. The Court would not like for the reasons stated above to create a situation where when the time comes for Mr. Olemba to run the organization to find that the one person with whose assistance he could have run the organization successfully has been declared redundant.

The Court would have very much liked to know the number of hours which Mr. Shah would be putting in every day if all

the work which has been taken away from him was given back to him. Mr. Billington admitted that Mr. Shah was a good worker and had an exceptional memory which was of much use in their business.

The Court has decided that just now is not the proper time to allow the Claimants to get rid of the services of this senior man in their organization and the Court has therefore decided that the question of Mr. Shah's redundancy should be deferred until 1st September, 1978 by which time the Court hopes Mr. Olemba and the then top management will be able to take a realistic look at this matter and the Claimants will be at liberty at that time to move the Court afresh if they still want to carry out Mr. Shah's redundancy.

Given in Nairobi this 22nd day of August, 1977.

SAEED R. COCKAR,
Judge.

Z. M. ANYIENI,
Deputy to the Judge.

J. CARROLL,
Member.

GAZETTE NOTICE No. 2324

AGRICULTURAL FINANCE CORPORATION THE AGRICULTURAL FINANCE CORPORATION ACT (Cap. 323)

IN PURSUANCE of the powers conferred upon the Board of the Corporation by section 33 (1) of the Agricultural Finance Corporation Act (Cap. 323 of the Laws of Kenya), notice is hereby given that the undermentioned properties will be offered for sale by public auction on the date at the time and places indicated herebelow:—

1. All that piece or parcel of land situate in Mubau Sub-location, Makueni Location in Machakos District, containing seventeen decimal six (17.6) hectares or thereabouts that is to say L.R. No. Makueni/Mubau/88 being the piece of land comprised in the Certificate of Freehold Title registered in the Machakos District Land Registry and is held by Kilonzo Mbuli as absolute proprietor.

2. All that piece or parcel of land situate in Kikumini Sub-location, Makueni Location in Machakos District, containing ten decimal five (10.5) hectares or thereabouts that is to say L.R. No. Makueni/Kikumini/396 being the piece of land comprised in the Certificate of Freehold Title registered in the Machakos District Land Registry and is held by Mutyangao Wambua as absolute proprietor.

3. All that piece or parcel of land situate in Kalawa Sub-location, Makueni Location in Machakos District, containing eight decimal four (8.4) hectares or thereabouts that is to say L.R. No. Makueni/Kalawa/330 being the piece of land comprised in the Certificate of Freehold Title registered in the Machakos District Land Registry and is held by Ngui Kang'ee as absolute proprietor.

4. All that piece or parcel of land situate in Kalawa Sub-location, Makueni Location in Machakos District, containing eleven decimal six (11.6) hectares or thereabouts that is to say L.R. No. Makueni/Kalawa/412 being the piece of land comprised in the Certificate of Freehold Title registered in the Machakos District Land Registry and is held by Ndambuki Kisangai as absolute proprietor.

5. All that piece or parcel of land situate in Kikumini Sub-location, Makueni Location in Machakos District, containing thirteen decimal three six (13.36) hectares or thereabouts that is to say L.R. No. Makueni/Kikumini/326 being the piece of land comprised in the Certificate of Freehold Title registered in the Machakos District Land Registry and is held by Mulau Nzimbi as absolute proprietor.

6. All that piece or parcel of land situate in Unoa Sub-location, Makueni Location in Machakos District, containing thirteen decimal four (13.4) hectares or thereabouts that is to say L.R. No. Makueni/Unoa/90 being the piece of land comprised in the Certificate of Freehold Title registered in the Machakos District Land Registry and is held by Musyoka Ngei as absolute proprietor.

7. All that piece or parcel of land situate in Unoa Sub-location, Makueni Location in Machakos District, containing twelve decimal five (12.5) hectares or thereabouts that is to say L.R. No. Makueni/Unoa/296 being the piece of land

comprised in the Certificate of Freehold Title registered in the Machakos District Land Registry and is held by Mulwa Kainga as absolute proprietor.

The sale of the above properties will be held on 19th September, 1977, at 11 a.m., at the Office of the District Commissioner, Machakos, by Maasai Auctioneers.

8. All that piece or parcel of land situate in Kipchimchim Location in Kericho District, containing two decimal two (2.2) hectares or thereabouts that is to say L.R. No. Kericho/Kipchimchim/850 being the piece of land comprised in the Certificate of Freehold Title registered in the Kericho District Land Registry and is held by Kiplangat arap Chumo as absolute proprietor.

9. All that piece or parcel of land situate in Kabianga Location in Kericho District, containing two decimal four (2.4) hectares or thereabouts that is to say L.R. No. Kericho/Kabianga/1390 being the piece of land comprised in the Certificate of Freehold Title registered in the Kericho District Land Registry and is held by Kiprotich A. Tonui as absolute proprietor.

10. All that piece or parcel of land situate in Kapsuser Location in Kericho District, containing two decimal four (2.4) hectares or thereabouts that is to say L.R. No. Kericho/Kapsuser/411 being the piece of land comprised in the Certificate of Freehold Title registered in the Kericho District Land Registry and is held by Kiplangat arap Kobel as absolute proprietor.

11. All that piece or parcel of land situate in Kipsono Location in Kericho District, containing two decimal four (2.4) hectares or thereabouts that is to say L.R. No. Kericho/Kipsono/376 being the piece of land comprised in the Certificate of Freehold Title registered in the Kericho District Land Registry and is held by Kipyegon A. Ngeno as absolute proprietor.

12. All that piece or parcel of land situate in Roret Location in Kericho District, containing five decimal three eight (5.38) hectares or thereabouts that is to say L.R. No. Kericho/Roret/454 being the piece of land comprised in the Certificate of Freehold Title registered in the Kericho District Land Registry and is held by Kimalael A. Maina as absolute proprietor.

13. All that piece or parcel of land situate in Kibwastuiyo Location in Kericho District, containing two decimal four three (2.43) hectares or thereabouts that is to say L.R. No. Kericho/Kibwastuiyo/493 being the piece of land comprised in the Certificate of Freehold Title registered in the Kericho District Land Registry and is held by Kimalael A. Koske and Kiplangat A. Koske as absolute proprietors.

14. All that piece or parcel of land situate in Kibwastuiyo Location in Kericho District, containing three decimal eight four (3.84) hectares or thereabouts that is to say L.R. No. Kericho/Kibwastuiyo/466 being the piece of land comprised in the Certificate of Freehold Title registered in the Kericho District Land Registry and is held by Kibii arap Ngaru as absolute proprietor.

15. All that piece or parcel of land situate in Liteini Location in Kericho District, containing naught decimal four eight (0.48) hectares or thereabouts that is to say L.R. No. Kericho/Liteini/570 being the piece of land comprised in the Certificate of Freehold Title registered in the Kericho District Land Registry and is held by Simon Kipngetch Chepkwony as absolute proprietor.

16. All that piece or parcel of land situate in Liteini Location in Kericho District, containing two decimal six three (2.63) hectares or thereabouts that is to say L.R. No. Kericho/Liteini 566 being the piece of land comprised in Certificate of Freehold Title registered in the Kericho District Land Registry and is held by Simon Kipngetch Chepkwony as absolute proprietor.

17. All that piece or parcel of land situate in Cheborge Location in Kericho District, containing eight decimal naught (8.0) acres or thereabouts that is to say L.R. No. Kericho/Cheborge/47 being the piece of land comprised in the Certificate of Freehold Title registered in the Kericho District Land Registry and is held by Kiprotich arap Korir as absolute proprietor.

18. All that piece or parcel of land situate in Chemoiben Location in Kericho District, containing four decimal six (4.6) hectares or thereabouts that is to say L.R. No. Kericho/Chemoiben/329 being the piece of land comprised in the Certificate of Freehold Title registered in the Kericho District Land Registry and is held by Kipkemoi Korir as absolute proprietor.

19. All that piece or parcel of land situate in Kipchimchim Location in Kericho District, containing two decimal four (2.4) hectares or thereabouts that is to say L.R. No. Kericho/Kipchimchim/22 being the piece of land comprised in the Certificate of Freehold Title registered in the Kericho District Land Registry and is held by Kiprotich Koske as absolute proprietor.

20. All that piece or parcel of land situate in Kapsuser Location in Kericho District, containing three decimal naught (3.0) hectares or thereabouts that is to say L.R. No. Kericho/Kapsuser/373 being the piece of land comprised in the Certificate of Freehold Title registered in the Kericho District Land Registry and is held by Towet arap Korir as absolute proprietor.

21. All that piece or parcel of land situate in Kimulot Location in Kericho District, containing four decimal six (4.6) hectares or thereabouts that is to say L.R. No. Kericho/Kimulot/209 being the piece of land comprised in the Certificate of Freehold Title registered in the Kericho District Land Registry and is held by Kiplangat Bune as absolute proprietor.

22. All that piece or parcel of land situate in Gatarwet Location in Kericho District, containing thirteen decimal naught (13.0) acres or thereabouts that is to say L.R. No. Kericho/Gatarwet/423 being the piece of land comprised in the Certificate of Freehold Title registered in the Kericho District Land Registry and is held by Kipsangutek A. Kilel as absolute proprietor.

The sale of properties number 8 to 22 will be held on 21st September, 1977, at 11 a.m., at the Office of the District Commissioner, Kericho, by Greenland Auctioneers.

23. All that piece or parcel of land situate in Kodhoch West Sub-location, Kabondo Location in South Nyanza District, containing two decimal four (2.4) hectares or thereabouts that is to say L.R. No. Kabondo/Kodhoch West/601 being the piece of land comprised in the Certificate of Freehold Title registered in the South Nyanza District Land Registry and is held by Samuel Omulo Osoo as absolute proprietor.

The sale of the above property will be held on 22nd September, 1977, at 11 a.m., at the Office of the District Commissioner, Migori, by Zephania Aduda, auctioneer.

Conditions

1. The highest bidder shall be the purchaser.
2. The purchaser shall immediately after the sale pay to the auctioneer a deposit of at least 25 per cent of the amount of the purchase money and sign an agreement to complete the purchase and pay the balance within 30 days of the date of sale.
3. The title deeds relating to the above properties may be inspected at the office of the respective auctioneers and also at the time of sale and the purchaser shall be deemed to have full notice of each and every condition therein contained.
4. The description of the properties in the particulars and plans are believed to be correct and no claims shall be valid if any error of description should occur.
5. The purchaser shall be solely responsible for ensuring that all beacons are properly situated and for replacing any that may be missing.
6. The Agricultural Finance Corporation through its authorized representatives has the right to bid.
7. Subject and in addition to the foregoing the conditions of sale usually prescribed by the auctioneers in the District shall apply.

Dated at Nairobi this 22nd day of August, 1977.

BY ORDER OF THE BOARD OF THE
AGRICULTURAL FINANCE CORPORATION.

GAZETTE NOTICE No. 2325

CUSTOMS AND EXCISE DEPARTMENT

NOTICE

NOTICE is hereby given that the undermentioned goods will be sold by Public Auction in the Customs Warehouse, Kilindini, on the 17th and 19th September, 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 MONTHS

W.E.K. No. and Date	Ship's Name	Date	Marks and Numbers	Description of Goods
255/29-12-75 46-48	Clan Macnair ..	22-9-75	NIL	1 case hand tools.
270/26-7-76 48-113	Strathnevis ..	13-4-76	Ports Mogadiscio	1 pail paint.
			1102609 Dispenser 76	2 cartons rubber balls.
			Uganda General Merchandise Uganda	1 carton breakfast preparation cereal.
			7680/6 Duty Free NM 75 Naafi East-	1 carton hairdressing lotion.
			leigh via Msa. 107049/50.	
			7842/1 NA 76 Hazardous Naafi East-	1 carton hairdressing lotion.
			leigh via Msa. 117531/2.	
147/26-7-76 47-94	Mormacglen ..	13-5-76	AMD Chingola Zambia via Beira ..	1 carton gasket shellac compound.
			NIL	1 crate electrical water heater.
464/21-2-77 49-8	Pico Azul ..	22-1-76	NIL	1 Demmijohns wine (empty landed).
			NIL	1 Demmijohns wine.
105/30-5-77 49-6	Pebane ..	3-3-77	Wico/309/76 Kla. Uganda via Msa.	1 case machinery parts.
172/26-7-76 47-114	Vishva Raksha ..	25-3-76	Mombasa - 18	1 case glassware.
58/25-4-77 48-166	Vishva Lalita ..	12-2-77	NIL	1 carton medicaments; 1 carton ammonium chloride bars.
60/25-4-77 48-190	Monarch ..	25-2-77	SKF 66-8383 Ltd. Nrb. via Msa. Kenya	1 case printed matter.
161/25-8-75 47-32	Clan Macinnes ..	2-3-75	03915/1 MOE KSES Nrb. via Msa.	28 cases printed books.
76/30-5-77 48-182	Marigor ..	15-3-77	KSES/Q/116 1974/75.	
			EAC 196 Amendeda Mombasa ..	3 cartons kitchenware.
			NIL	28 cartons chemicals; 1 case machinery parts.
33/28-3-77 48-153	Clan Ranald ..	29-1-77	NIL	250 bags carbon black.
83/25-4-77 49-9	Sea Tide ..	3-2-77	76TJ-591348 Msa.	27 cases hand tools.
			Mamus Hardware Nrb. via Msa. ..	6 cases hand tools.
			76TJ-23923 MOMBASA	21 cases hand tools.
			75TJ 59851 L Tafi Pro Kigali Rwanda	1 case hoes.
			via Msa.	5 cartons kitchenware; 1 carton Ostrich writing ink.
			NIL	1 case basketball boots.
			NIL	1 case machinery parts.
83/25-4-77 49-9	Sea Tide ..	3-2-77	C. Phillips TGM/-9667 Msa. ..	
			SKD & 51-500 Msa.	1 carton Ostrich writing ink.
			GP & Co. Mombasa	1 case pipe fittings.
			BKWL 7301 Msa.	1 carton Ostrich writing ink.
			28334 Ganijee Msa.	1 carton Ostrich writing ink.
			1 & C PC/129 Msa.	1 carton Ostrich writing ink.
			Comet 1-600 Msa.	1 carton Ostrich writing ink.
			VML Mombasa	4 bundles hoes.
			Saragas Khartoum via Port Sudan ..	1 case pipe fittings.
153/27-10-75 46-2	Clan Macgregor ..	28-6-75	Sea Freight Spares Co. Industries Ltd.	1 pallet machinery parts.
			P.O. Box 47080, Nrb. via Mombasa.	
29/29-3-76 46-146	Yue Yang ..	19-1-76	NIL	1 case glass sheets.
433/21-2-77 48-121	Chrujakhovsk ..	31-12-76	Con Ug.	4 pieces machinery parts.
80/25-4-77 48-186	Jaladuhita ..	25-2-77	ABC Dacca	40 crates sanitaryware; 3 crates sanitaryware.
			NIL	1 case T/chest edgings; 1 bag chemicals.
85/25-4-77 48-89	Haifei ..	27-2-77	NIL	1 case hand tools.
60/25-4-77 48-190	Monarch ..	25-2-77	OEATC Nrb. via Msa. Kenya O/No.6/	2 cases electrical machinery.
			JCH/-250 6453.45018 6453-45022	
			O/No.6/ECO/201.	
			Mr. J. Joseph ACF Rwanda BP91	1 crate personal effects.
			Cyangugu via Mombasa.	
			Spear Motor Ltd. 2HDN V.Herb	1 parcel machinery spare parts.
			Stadelman P.O. Box 1350 Kla. Uga-	
			nda.	
			NIL	1 carton Bavistin fungicide; 1 carton food-
				stuff; 1 carton bandages.
32/28-3-77 48-131	C. Lykes ..	1-1-77	Thika L91576 Thika via Mombasa ..	1 drum weather pak hydrogen peroxide solution.
391/10-3-77 45-59	C. Matheson ..	16-10-74	Renold 47052 Nrb. via Mombasa ..	1 case hoes.
			Dr. Jem Moore, Cargen Hse, Hara-	1 carton cistern.
			mbee Ave. Nrb.	
401/24-1-77 48-94	Embiricos ..	4-11-76	NEB 10/155 Nrb. via Msa.	1 carton writing ink.
			NIL	97 cartons light fittings; 1 carton writing ink.
355/29-12-75 46-116	Vera Cruz ..	23-9-75	Fr. Galbusers Domeni Co. P.O. Box 35,	2 cartons second-hand clothing.
243/29-12-75 46-37	C. O. Montreal ..	15-10-75	Makuyu Kenya.	
			Hard tool Nrb. via Msa.	1 case hand tools.

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

W.E.K. No. and Date	Ship's Name	Date	Marks and Numbers	Description of Goods
106/30-5-75 49-12	Banggai	7-3-77	CEAO Tchaogi Ndjamena via Dovala 49577. Hoechst E.A. Ltd. P.O. Box 30467, Nrb. via Msa. No.252/5607. J.K.F. Ltd. Tex 1171/76 Nrb. via Mombasa. Trafipro No. 2120 Kigali via Msa. .. TCM Ltd. Tex 138/76 Nrb. via Msa. .. NIL	3 cartons kitchenware. 1 package; 1 roll piece goods. 1 carton yarn.
66/25-4-77 48-171	Alexander B	1-2-77	11/6-362-32638 11/6-362-32180 11/6-362-32180	2 cartons hurricane lanterns. 1 carton yarn. 2 cartons yarn. 1 case motor vehicle spare parts.
443/21-2-77 48-197	King Aegeus	20-12-76	Mr. R. G. Dixon I.D.D.P. Meru via Mombasa.	1 case motor vehicle spare parts. 1 case motor vehicle spare parts. 98 bales second-hand clothing.
108/25-4-77 49-13	U. Vivaldi	17-2-77	Secc Mons Joachiwi PC/107 Ruhuna Transit to Ruyig Rep. Del Burundi Mombasa.	1 box personal effects.
110/27-6-77 49-14	State of Orisa	19-4-77	Jyoti/321 Nrb. via Msa. 13/17 .. Jyoti/322 Nrb. via Mombasa 7/14 .. S.A. Ltd. SA/2 Nrb. via Mombasa .. Sumir Mombasa NIL	5 cases machinery parts. 8 cases motor vehicle spare parts. 3 cases tractor parts. 1 case medicament. 1 case motor vehicle spare parts. 1 set mathematical instruments; 6 printed books; 4 atlas books; 1 tin Aspirin tablets; 1 tape measure; 74 forks; 1 piece suiting material; 422 pieces hoes.
111/27-6-77 49-14	Administrator	25-4-77	NIL	2 pallets chemicals.
123/25-4-77 49-21	Straat Colombo	20-2-77	6164 Mom.6168 Mom 6164 Mom 6147B MOM NIL	22 drums chemicals. 2 cartons kitchenware.
121/25-7-77 49-20	Kota Ratna	1-5-77	NIL	1 bale piece goods.
30/28-3-77 48-180	Despina	18-1-77	E.A. Kigali Rwanda via Msa. ..	17 cases printed books.
120/30-5-77 49-19	A. Vespucci	10-3-77	K.F.A. Nairobi via Mombasa ..	24 bags fertilizer.
118/30-5-77 49-18	C. Macinnes	20-3-77	ETS Rwandais Kigali Dem. Rep. of Rwanda via Mombasa.	31 loose motor vehicle tyres; 5 bundles motor vehicle tyres.
114/25-4-77 49-16	Seevetal	12-2-77	NIL	1 bag loose motor vehicle tubes.
78/30-5-77 48-185	C. Macilwraith	16-3-77	Mobil Msa. KEM 60026-B	27 drums oleic acid.
113/30-5-77 49-16	Straat Colombo	29-3-77	6157B MOMB 6177-A MOMB 6147-B MOMB KWAL C 5228	1 pallet chemicals. 2 drums chemicals. 1 drum chemicals. 10 cartons wine.
67/28-3-77 48-172	Mosor	—	NIL	1 case hand tools.
466/31-5-77 49-22	Pebane	24-3-76	Caritas Rwanda BP 124 C/o Soeurs de St. Vincent Ruhenger BP 40 Rep. Rwanda via Mombasa. Cari Rwanda BP 14 Kigali via Mombasa. Met Rold 7616 Nrb. via Msa. .. Item No.E 127 Tanga Tanzania ..	8 bales second-hand clothing. 10 bags second-hand clothing. 4 bags wax. 1 F/drum chemicals.
406/26-5-75 45-64	Isabel Erica	28-12-74	GT 277.78103/16/531-EXP Dried Skimmed Milk Msa. Intransit to Sudan Supplied by The World Programme Gift of Fed. Rep. of Germany.	38 bags dried skimmed milk.
124/25-7-77 49-22	Montfort	22-5-77	NIL	5 pieces motor vehicle tubes.
114/25-4-77 49-16	Seevetal	12-2-77	NIL	4 pieces loose radio parts.
115/28-3-77 49-17	Harunasan Maru	9-1-77	NIL	1 case auto spare parts.
104/30-5-77 49-6	Montenaken	28-3-77	Gathani Nrb. Preka 875 via Msa. A.3140. 62-098-62-856 FPA of Uganda Kla. Uganda via Msa. Free Gift from IPPF 1-46. J.H.S. Nrb. via Msa 828-599. Neptune Jospier	46 cartons pharmaceutical.
117/30-5-77 49-18	Tanga	20-3-77	2 cartons advertising material. 1 bag machinery parts.	
122/30-5-77 49-20	Ocean Unity	31-3-77	K.B. Ltd. Nrb. via Mombasa ..	3 cases motor vehicle parts.
465/20-12-76 49-21	Pico Blanco	16-10-76	Nairobi Cycle 35/21114 Nrb. via Mombasa. Kalidas 35957/K Mombasa NP 7549 Nrb. via Mombasa Reqn.05139/1 CA EAR Ind.62992/74 Nrb. via Msa. NIL	2 cartons hydraulic brake fluid. 1 carton thermos flasks. 2 cartons Isonop polyester filler. 16 bundles machinery parts.
78/30-5-77 48-185	Clan Macilwraith	16-3-77	2 loose tractor tyres.	
39/28-3-77 48-152	K. Castle	10-1-77	Timwood 7615 Nrb. via Msa. ..	23 packages pipe fittings.
98/25-4-77 49-2	R.D. Maru	11-2-77	NIL	4 boxes pencils; 1 pair boy's suit; 1 long sleeve shirt; 1 T-shirt; 1 piece sari; 2 women blouses; 1 handkerchief; 1 umbrella; 3 pieces sport lights; 1 pair shoes; 4 bags schoolbags; 1 bag long trousers; 1 bag kitchenware. 4 cases hand tools.
116/25-7-77 49-17	Bostan Maru	27-5-77	D76TJ 59048C Msa. 786/110/965 Roba W Ltd. Mombasa .. 786/110/95 Nathwani Msa.	1 carton Ostrich writing ink. 1 carton Ostrich writing ink.

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

W.E.K. No. and Date	Ship's Name	Date	Marks and Numbers	Description of Goods
			SHK 28129 Msa.	2 cartons kettles.
			786/110/963 Arura W Ltd. Mombasa	1 carton Ostrich writing ink; 1 carton soup trays; 1 carton wash basins.
			NIL	1 carton kitchenware; 1 carton kitchenware.
109/29-6-77	Kota Molok ..	3-4-77	Mepa and Sons Nrb. via Msa. ..	1 bag chain.
49-13				
443/21-2-77	King Aegeus ..	20-12-76	Mr. R. G. Dixon IDDP Meru via Mombasa.	2 bales second-hand clothing.
48-197				
403/24-1-77	Clan Macgregor ..	17-11-76	23709/1.23712/1 Masinda via Msa. FARRM(U)62622/74 62438.	1 case motor vehicle spare parts.
48-93				
119/30-5-77	G. Schumann ..	16-3-77	Armishop DM Kla via Msa. ..	25 cases kitchenware.
49-19				
112/27-6-77	Altafjord ..	6-4-77	Ugastat Ltd. Kla. via Msa. JAN/333 ..	469 bales Kraft paper.
48-15				
			Ugastat Ltd. Kla. via Msa. 67060 ..	507 bales envelope paper.
			Ugastat Ltd. Kla. via Msa. VIT/8601 ..	359 bales envelope paper.
4/28-3-77	Ocean Endurance ..	10-1-77	Mr. Hussein Driliga N & D Maim Isiro/Zaire Intransit Msa.	4 cases piece goods.
48-109				
128/25-4-77	LJgor ..	24-2-77	Lal 32354 E Nrb. via Msa. ..	1 pallet paper.
49-26				
78/30-5-77	Clan Macilwraith	16-3-77	Sapra Studio Nrb. (K) via Mombasa	4 cases table mats.
48-185				
127/27-6-77	Mormactide ..	13-4-77	Dr. R. Bransford Groupe de service Volontaire BP 540 Moroni Grandes Comores via M/Cotts P.O. Box 90141 Msa. Kenya.	11 cartons medical appliances.
49-25				
127/27-6-77	Mormactide ..	13-4-77	Ms Mansoor Wcc 175/76 Bangla Desh	1 carton machinery parts.
49-25				2 cartons motor vehicle spare parts.
			NIL	1 carton motor vehicle spares parts; 2 cartons foodstuff.
			Coates Nrb. via Mombasa ..	1 drum chemicals.
112/27-6-77	Altafjord ..	6-4-77	Nganga 101 Msa. ..	22 bales old newspapers.
49-15				
			Kampala ..	1 reel milk pack.
			DAC-KCC MRT 5223-14333 Mombasa TPK 1081. P76181.	35 cartons Tetra pack milk pack.
			NIL	1 reel paper.
			Dried/634 Salted Fish Msa. intransit to Sudan Supplied by the World Food Programme.	4 cases dried fish.
			33/M 395	1 case dried fish.
467/21-2-77	Jamhuri ..	16-12-76	Stirling Astaldi Box 81018 Mombasa ..	1 case machinery parts.
49-26				
125/25-7-77	S. Discoverer ..	27-6-77	KTM W65/76(A) Msa. Thika ..	1 carton yarn.
49-23				
			All Transport A1490 Norfolk via No. 6 Jaydees C 1012 Nbr. via Msa. ..	1 case screws.
			NIL	1 carton yarn.
125/25-7-77	S. Discoverer ..	27-5-77	NIL	1 carton kitchenware.
49-23				1 carton electrical insulating tape.
			NIL	1 case glass sheets,
126/27-6-77	Jaladrur ..	22-4-77	CCA Golden Glory Hand Made Shellac Mombasa.	10 cases shellac.
49-24				
			Nizamtamiek Port of Spain ..	3 cases Kalpama combs.
			Bhesco 100/0892/0/A/44 DSM ..	4 coils wire.
			Gotmaur Port Louis Mauritius ..	1 bale plywood boards.
			NIL	2 cases glassware.

SEIZED GOODS LYING IN THE CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

Seizure Notice and Date	Description of Goods
MIB/9/77	
S/N 13341 of 3-2-77	3 cartons house iron padlocks; 1 carton elastoplast and liversalt.
MIB/25/77	
S/N 13376 of 24-5-77	3 Sanyo radio cassettes; 2 Rolex automatic watches; 2 Oriental automatic watches; 4 Seiko automatic watches.
KLI/BAG/77	
S/N 12591 of 5-6-75	4 packages provisions.
CPS/OFF/77	
S/N 12846 of 28-2-77	1 carton export beer; 200 cigarettes (Gauloiser).
TVT/25/77	
S/N 16140 of 18-1-77	5 bags coffee.
TVT/29/77	
S/N 16144 of 21-1-77	18 pangas; 2 pieces towels.
TVT/30/77	
S/N 16145 of 21-1-77	1 carton bicycle tubes; 1 packet sugar; 1 sack containing 10 bicycle tyres.
TVT/33/77	
S/N 16148 of 22-1-77	3 pieces khangas.
TVT/32/77	
S/N 16147 of 22-1-77	5 pieces khangas.
TVT/34/77	
S/N 16149 of 22-1-77	4 pieces khangas.
TVT/35/77	
S/N 16150 of 22-1-77	1 piece khangas.
TVT/39/77	
S/N 16154 of 26-1-77	4 pieces blankets.
TVT/44/77	
S/N 16159 of 29-1-77	1 lot khangas.
TVT/46/77	
S/N 16161 of 29-1-77	11 pairs khangas.

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

Seizure Notice and Date	Description of Goods
TVT/54/77 S/N 16169 of 2-2-77	6 pieces khangas.
TVT/56/77 S/N 16171 of 5-2-77	2 motor vehicle tyres size 750 x 16.
LL/125/76 S/N 7560 of 17-12-76	1 bedsheet; 2 pillow cases.
LL/39/77 S/N 17064 of 10-2-77	3 pieces piece goods.
LL/38/77 S/N 17063 of 9-2-77	1 bicycle flying pigeon F/No. S.J. 10119.
LL/40/77 S/N 7596 of 11-1-77	12 pieces brassiers; 2 pieces blouses.
LL/42/77 S/N 17067 of 15-2-77	1 piece straw mat.
LL/44/77 S/N 17069 of 17-2-77	13 pairs wooden sandals.
OLD PORT S/N 12848 of 15-3-77	4 bottles perfume spray; 1,000 cigarettes.
OLD PORT S/N 12847 of 15-3-77	200 cigarettes (Rothmans); 10 bottles perfume spray.
M/POST/14/77 S/N 14305 of 25-3-77	9 parcels mosquito nets.
TVT/67/77 S/N 16183 of 14-3-77	1 dozen toilet soap; 2 doz. Kiwi shoe polish; 2 plastic packets chewing gum.
TVT/69/77 S/N 16185 of 19-3-77	23 pieces khangas.
TVT/70/77 S/N 16186 of 10-4-77	135 pieces fishing nets; 5 pieces khangas; 3 motor vehicle heed lamps accessories.
TVT/71/77 S/N 16187 of 10-4-77	83 pieces fishing nets; 4 pieces khangas.
TVT/73/77 S/N 16189 of 30-4-77	7 pieces piece goods.
LL/65/77 S/N 17092 of 30-5-77	2 bed-spreads.
LL/66/77 S/N 17093 of 30-5-77	15 baskets.
LL/67/77 S/N 17094 of 30-5-77	3 curry dishes.

UNCLAIMED GOODS LYING IN THE CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

Consecutive No.	Owner	Ship's Name	Description of Goods
Q.93/27-7-77	H. R. Kigali via Mombasa 63232/L ..	Unknown	1 case hosepipes.
	I A S NBI via Msa. 7782/1 ..	Unknown	1 case machinery parts.
	SIMBA COLT NBI. via MOMBASA ..	Unknown	2 cases motor vehicle spare parts.
	C M C NBI. via Mombasa	Unknown	2 crates air extractors.
	NIL	Unknown	1 crate pipe fittings; 3 pieces motor vehicle parts; 4 pieces tractor parts; 1 bundle tractor parts; 1 pallet five bricks; 1 pallet motor vehicle parts; 1 case advertising material; 5 cases machinery parts.
	HYN IND/98 NBI. via Mombasa ..	Unknown	1 bundle tank parts.
	TANA RIVER DEVELOP CO. ..	Unknown	1 case electric machinery parts.
	ELECTRICITY HSE P.B. 7936 NBI. ..	Unknown	1 case glassware.
	NIL	Unknown	1 case electrical requisites.
	EB CENTRAL STORES LUGOGO ..	Unknown	1 case bolts and nuts.
	BOX 7059 KLA. (U). ..	Unknown	54 crates high voltage electrical insulators.
	NIL	Unknown	1 case motor vehicle parts.
	V E B NO. A KLA. via MOBASA ..	Unknown	1 case machinery parts; 1 case machinery equipment.
	MINISTRY OF AGRICULTURE ..	Unknown	1 case springs.
	STN AFCIO SOMALIA via MOGA- ..	Unknown	1 case plastic bags.
	DISCIO.	Unknown	1 case gate valve.
	NIL	Unknown	1 crate pipe fittings; 1 piece shaft; 7 pieces pipe fittings; 1 piece gate valve; 2 bundles motor vehicle springs; 8 cases glassware; 82 bundles shovels; 1 lot plough parts; 1 piece railway engine wheel; 1 piece spring.
	SAEFFEE 49646/786/110 NBI. via ..	Unknown	1 case glassware.
	MSA.	Unknown	1 case glassware.
	MANUMETAL 208/1 KIGALI RWA- ..	Unknown	1 case motor vehicle parts.
	NDA via MOMBASA.	Unknown	2 bales motor vehicle parts; 5 cases glassware;
	COOPER MOTORS CORPORATION ..	Unknown	1 crate pipe fittings; 1 case machinery;
	LDT. NBI. via MSA.	Unknown	1 pallet rubber belts.
	NIL	Unknown	1 roll fencing wire; 8 pieces manhole covers;
	NIL	Unknown	1 piece machinery shaft; 6 pieces tractor parts; 3 cases coils; razor blades.
	Forwarders (E.A.) Ltd. on 307 Msa. ...	Unknown	1 case chemicas.
	HUGHES NBI. via MSA. 824527 ..	Unknown	1 case motor vehicle parts.
	NIL	Unknown	1 case machinery spare parts.
	THE TANZANIA TEA POST DSM ..	Unknown	1 case machinery parts.
	CASE No. 2/3.	Unknown	

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

Consecutive No.	Owner	Ship's Name	Description of Goods
	NIL	Unknown	1 case screws; 1 case tents; 1 case machinery parts.
	CAN 10410 DUTY FREE No. 73 NAAFI EASTLEIGH via MSA. ..	Unknown	2 cases after-shave lotion.
	UNICEF PURCHASE ORDER OX/7630/ZAIRE via MSA. ..	Unknown	1 case pipe fittings.
	NIL	Unknown	1 case machinery parts; 1 bag chains; 10 coils wire; 1 bundle iron bars; 5 crates wall tiles.
	E.M.K. PORT LOUIS	Unknown	3 crates pipe fittings.
	U. S. C. TANGA TANZANIA	Unknown	1 case machinery parts.
	BLANTYRE via NACALA	Unknown	1 case machinery parts.
	CAN 10 No. 74 NAAFI EASTLEIGH via MSA. ..	Unknown	1 case boy lotion.
	REQN. 42429/1 E.A. P. & T. ..	Unknown	1 case machinery parts.
	MULCO TEXTILE FU/34/MO SPO74 JINJA via Msa.	Unknown	2 cases textile machinery.
	NIL	Unknown	6 pieces machinery parts; 1 case machinery parts.
	R.S.C. KEN NBI. via MOMBASA ..	Unknown	2 cases machinery parts.
	REQN.02753/2 CA VETRES LAB. KABETE via MOMBASA. ..	Unknown	1 case chemical.
	NIL	Unknown	2 cases methanol; 1 case chemical.
	UNICEF 30307 02-EE 14 155-1 RWA-NDA via MSA. No. 69. ..	Unknown	1 case chemicals.
	UNICEF 30306 02 EE 14, 151-1 RWA-NDA via MSA. No. 375. ..	Unknown	1 case chemicals.
	KAM KAMPALA via MSA.	Unknown	1 carton chemicals.
	EMCO 295/74 ITEM A 3370 NBI via MOMBASA.	Unknown	1 pallet blocks.
	MRS. WANDERA KENYA INST. OF EDUC. BOX 30231 NBI. via MSA.	Unknown	7 cases books.
	NIL	Unknown	1 case iron bars; 9 bales hoops; 4 pallets loose pipes.
	SA/A 40/131 ZANZIBAR	Unknown	1 case asbestos sheets.
	NIL	Unknown	1 case machinery parts.
	ETM NBI. via MSA. No. 2056 ..	Unknown	2 drums chemicals.
	NIL	Unknown	1 drum chemicals; 3 drums chemicals; 3 pieces motor vehicle rims.
	HOECHST MS 5179 NBI. via MOMBASA.	Unknown	1 drum chemicals.
	BAARAT 265627-1 NBI. via MSA. ..	Unknown	1 bundle motor vehicle springs.
	BE 2087 DSM	Unknown	1 galv. coil wire.
	S.B. NBI. via MSA.	Unknown	1 case machinery parts.

GAZETTE NOTICE No. 2326

THE TRADE MARKS ACT

(Cap. 506)

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

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

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

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

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

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

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

BOTH IN CLASS 5—SCHEDULE III

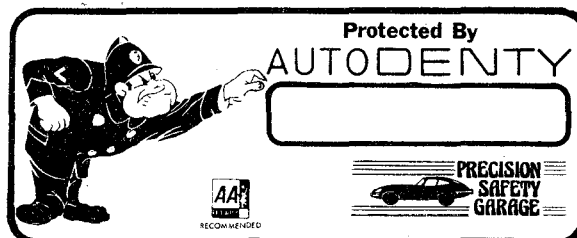
PRIDE

23978.—Agricultural herbicides. ELI LILLY AND COMPANY, a limited liability company organized and existing under the Laws of Indianapolis, Indiana, of Patent Division, HLS 307, East McCarty Street, Indianapolis, Indiana 46206, U.S.A., and c/o Messrs. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi. 28th June, 1977.

WELLCOME GLOXOL

23371.—Diagnostics and reagents included in Class 5 including vermicides, herbicides, rodenticides, disinfectants, insecticides for horticultural, agricultural, domestic and industrial use. THE WELLCOME FOUNDATION LIMITED, of 183 Euston Road, London NW1 2BP, England, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 1st November, 1976.

BOTH IN CLASS 7—SCHEDULE III



Advertised before acceptance by reason of special circumstances section 21 (1) proviso.

B.23976.—Glass cutting and engraving. MESSRS. PRECISION SAFETY GARAGE, a business registered in accordance with the existing Laws of Kenya, of Chester House, Market Street, P.O. Box 47476, Nairobi. 23rd June, 1977.



Advertised before by reason of special circumstances under section 21 (1) proviso.

B.23975.—Glass cutting and engraving. MESSRS. AUTODENTY, a business registered in accordance with the existing Laws of Kenya, of Market Street, Chester House, P.O. Box 47476, Nairobi. 23rd June, 1977.

IN CLASS 9—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the numerals 2 and 0 *per se*.

23607.—Phonograph records; sound and video recordings on tape, wire, film and all other types of recording media; sound and video recording and reproducing instruments, apparatus and their parts. TWENTIETH CENTURY-FOX FILM CORPORATION, of 10201 West Pico Boulevard, Los Angeles, California, U.S.A., and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. To be associated with TM. No. 16283. 1st February, 1977.

IN CLASS 14—SCHEDULE III

POBJOY MINT

24023.—Medals, medallions, coins; precious metals and alloys thereof, jewellery and imitation jewellery; horological and chronometric instruments. POBJOY MINT LIMITED, a British company, manufacturers and merchants, of Mint House, Oldfields Road, Sutton, Surrey, England, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 12th July, 1977.

IN CLASS 22—SCHEDULE III

Hostapulp

24020.—Synthetic fibres for technical purposes. HOECHST AKTIENGESELLSCHAFT, a joint stock company organized under the Laws of Germany, manufacturers and merchants, of 6230 Frankfurt/Main-80, Germany, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 12th July, 1977.

The undermentioned applications are proceeding in the name of BATA LIMITED, of 59, Wynford Drive, Don Mills 403, Toronto, Ontario, Canada, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

BOTH IN CLASS 25—SCHEDULE III

POLY LOVE

23425.—Sports and leisure shoes and footwear of all types. To be associated with TMA. No. 23424. 24th November, 1976.

POLY MATCH

23424.—Sports and leisure shoes and footwear of all types. To be associated with TMA. No. 23425. 24th November, 1976.

IN CLASS 28—SCHEDULE III



24008.—Games (other than ordinary playing cards), playthings, toys, toy models and toy construction kits for making playthings, toys and for making toy models. B. BURAGO S.P.A., an Italian company, manufacturers and merchants, of Via Ramazzini 6, Milan, Italy, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 6th July, 1977.

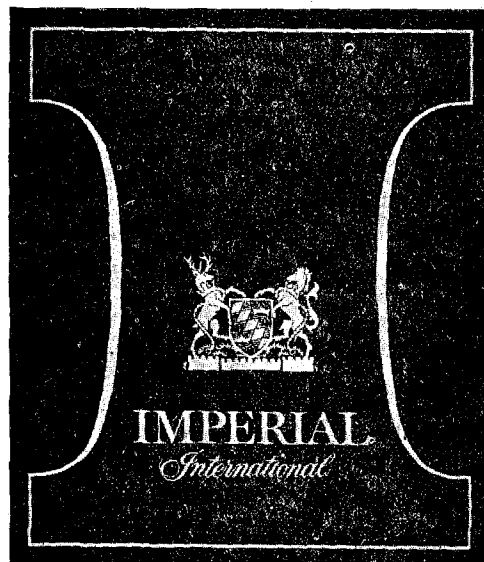
IN CLASS 32—SCHEDULE III

HIGH LIFE

23922.—All goods in Class 32. MILLER BREWING COMPANY, a Wisconsin corporation, of 4000 West State Street, Milwaukee, Wisconsin 53201, U.S.A., and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 25th May, 1977.

The undermentioned applications are proceeding in the name of IMPERIAL GROUP LIMITED, manufacturers of East Street, Bedminster, Bristol, England, and c/o Messrs. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa.

BOTH IN CLASS 34—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the word INTERNATIONAL and letter I *per se*.

23488.—Tobacco, whether manufactured or unmanufactured; substances for smoking, sold separately, or blended with tobacco; none being for medicinal or curative purposes; smokers' articles included in Class 34 and matches. To be associated with TMA. No. 22377. 15th December, 1976.

IN CLASS 16—SCHEDULE III

More

24073.—Stationery. TEXT BOOK CENTRE LIMITED, a limited company registered under the existing Laws of Kenya, booksellers and stationers, of P.O. Box 47540, Nairobi. 8th August, 1977.

ADDENDUM

TMA. No. B.22931.—Advertised in the Kenya Gazette dated 27th August, 1976, under Notice No. 2602, on page 959. The clause "all with a Predominant Ginger Flavour" has been added to the goods advertised in the Gazette Notice indicated above so that the whole specification will read: "Wines, spirits and liqueurs; all with a predominant ginger flavour."

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

GAZETTE NOTICE No. 2327

THE LIQUOR LICENSING ACT (Cap. 121)

BUSIA LIQUOR LICENSING COURT

NOTICE is hereby given that statutory meeting of the Busia Liquor Licensing Court will be held in the Conference Room of the office of the District Commissioner, Busia on Monday, 14th November, 1977, at 10.00 a.m.

Applications to be considered at this meeting whether for new licences, renewals, transfers and removals should be submitted on the prescribed forms affixed with a K.Sh. 10 revenue stamp on the original and addressed to the District Commissioner, P.O. Box 14, Busia (Kenya) so as to reach him on or before 25th September, 1977. Late applications may be considered if received on or before 14th October, 1977 and on payment of K.Sh. 150 late fee.

Applicants for new licences, transfers and removals must appear in person or be represented by an advocate. Attendance in Court by applicants for renewals is optional, unless there are objections in which case attendance is desirable.

Applicants are advised to submit their applications by registered post.

Busia,
11th August, 1977.

D. A. MULAMA,
*Chairman,
Busia Liquor Licensing Court.*

GAZETTE NOTICE No. 2328

THE LIQUOR LICENSING ACT (Cap. 121)

KITUI LIQUOR LICENSING COURT

NOTICE is hereby that the next statutory meeting of the Kitui Liquor Licensing Court will be held in the office of the District Commissioner, Kitui, on Monday, 21st November, 1977 starting at 10.00 a.m.

All applications to be considered at the meeting whether for new licences, renewals, transfers or removals must be received in the office of the District Commissioner, P.O. Box 1, Kitui, on or before 25th September, 1977, on the appropriate form with K.Sh. 10 revenue stamp affixed. Applications received after the above-mentioned date may well be considered, if received before 20th October, 1977, and on payment of K.Sh. 150 being late fee.

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

Dated this 9th day of August, 1977.

A. KANG'ETHE,
*Chairman,
Kitui Liquor Licensing Court.*

GAZETTE NOTICE No. 2329

THE LIQUOR LICENSING ACT (Cap. 121)

KAJIADO LIQUOR LICENSING COURT

NOTICE is hereby given that the next statutory meeting of Kajiado Liquor Licensing Court will be held on Monday, 14th November, 1977 in the District Commissioner's Office, Kajiado commencing at 10.00 a.m.

Applications should be submitted on the prescribed form affixed with K.Sh. 10 revenue stamp to the Chairman, Kajiado Liquor Licensing Court, P.O. Box 1, Kajiado to reach him on or before 25th September, 1977. Late applications should only be considered if they are received on or before 14th October, 1977 and on payment of late application fee of K.Sh. 150.

Applicants for new licences, transfers removals and conversions must appear before the Court in person or be represented by an advocate. Attendance in the Court of applicants for renewal of existing licences is optional unless there are objections in which case attendance is desirable.

Objections if any should be lodged to the Chairman to reach him at least seven days prior to the day of the meeting.

Applicants are advised to submit their applications by registered post or deliver them in person to the office of the District Commissioner, Kajiado during working hours.

A. J. N. NJUE,
*Chairman,
Kajiado Liquor Licensing Court.*

GAZETTE NOTICE No. 2330

THE LIQUOR LICENSING ACT (Cap. 121)

BARINGO LIQUOR LICENSING COURT

NOTICE is hereby given that the next statutory meeting of the Baringo Liquor Licensing Court will be held in the office of the District Commissioner, Baringo on Monday, 14th November, 1977, at 10.00 a.m.

Applications for new licences, renewals, removals or transfers must be received in the District Commissioner's Office, P.O. Box 1, Kabarnet not later than the 25th September, 1977 on the appropriate form affixed with K.Sh. 10 revenue stamp on the original copy only. Applications received after this date will only be considered if they are received on or before the 14th October, 1977 on payment of late fee of K.Sh. 150.

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

A list of all the applicants to be considered can be seen on the notice boards at the District Commissioner's Office, Kabarnet and at the Divisional District Officers' offices, Eldama Ravine and Marigat.

Applicants are advised to submit their applications by registered post.

B. A. OMUSE,
*Chairman,
Kabarnet,
9th day of August, 1977. Baringo Liquor Licensing Court.*

GAZETTE NOTICE No. 2331

THE LIQUOR LICENSING ACT
(Cap. 121)

KIAMBU LIQUOR LICENSING COURT

NOTICE is hereby given that the next statutory meeting of the Kiambu Liquor Licensing Court will be held at the County Council Chamber, Kiambu on 14th November, 1977, at 10.00 a.m.

Applications for new licences, renewals, removals or transfers must be received in the District Commissioner's Office, P.O. Box 32, Kiambu not later than 14th November, 1977 on the appropriate application form affixed with K.Sh. 10 revenue stamp on the original copy only. Any application not received by this date may only be considered if it is received before 25th October, 1977, on payment of late application fee of K.Sh. 150.

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

A list of all applications to be considered can be seen on the notice boards at the District Commissioner's Office, Kiambu, and at the Divisional District Offices' offices at Gatundu, Thika, Githunguri, Kiambu, Kikuyu and Limuru.

Applicants are advised to submit their applications by registered post.

E. NJENGA,
Chairman,

Kiambu,
8th August, 1977.

Kiambu Liquor Licensing Court.

GAZETTE NOTICE No. 2332

THE LIQUOR LICENSING ACT
(Cap. 121)

KIRINYAGA LIQUOR LICENSING COURT

NOTICE is hereby given that the 1977 second statutory meeting of the Kirinyaga Liquor Licensing Court shall be held in the District Commissioner's Office, Kerugoya on Monday, 14th November, 1977, at 10.00 a.m.

Applications whether for new licences, renewals, transfers, conversions or removals of existing licences should be submitted to the Chairman, Kirinyaga Liquor Licensing Court, P.O. Box 1, Kerugoya on prescribed forms with a revenue stamp of K.Sh. 10 affixed thereon to reach him on or before 25th September, 1977. Any application not received by this date, shall only be considered if received on or before 15th October, 1977 on payment of late fee of K.Sh. 150.

Applicants for either new licences, transfers or removals must appear in person before the Court or be represented by an advocate. Applicants for renewals and conversions are not obliged to appear in person unless there are objections, in which case appearance is desirable.

Applicants are advised to submit their applications by registered post.

Dated at Kerugoya this 5th day of August, 1977.

D. A. MUSILA,
Chairman,
Kirinyaga Liquor Licensing Court.

GAZETTE NOTICE No. 2333

THE LIQUOR LICENSING ACT
(Cap. 121)

SAMBURU LIQUOR LICENSING COURT

NOTICE is hereby given that the next statutory meeting of the Samburu Liquor Licensing Court will be held at the Old Samburu County Council Hall at Maralal on Monday, 14th November, 1977, starting at 10.00 a.m.

Applications to be considered at the meeting whether for new licences, transfers, renewals or removals of existing licences must be received in the office of the District Commissioner, Samburu District, P.O. Box 2, Maralal on or before 24th September, 1977 on the appropriate forms in triplicate with a K.Sh. 10 revenue stamp affixed on the original form only. Any late applications received after the closing date may only be considered if it is received on or before 14th October, 1977 on payment of an additional late fee of K.Sh. 150.

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

J. K. ETEMESI,
Chairman,
Maralal,
9th August, 1977. Samburu Liquor Licensing Court.

GAZETTE NOTICE No. 2334

THE LIQUOR LICENSING ACT
(Cap. 121)KILIFI LIQUOR LICENSING COURT
(Special Meeting)

DULY authorized by the Provincial Commissioner, Coast Province, Mombasa, a special meeting of the Kilifi Liquor Licensing Court will be held on 5th September, 1977, at 10.00 a.m. in the District Commissioner's Office, Kilifi.

Applicants are asked to appear before the Court.

Dated this 12th day of August, 1977.

A. O. SHURIA,
Chairman,
Kilifi Liquor Licensing Court.

GAZETTE NOTICE No. 2335

THE LIQUOR LICENSING ACT
(Cap. 121)KIRINYAGA LIQUOR LICENSING COURT
(Special Meeting)

DULY authorized by the Provincial Commissioner, Central Province, a special meeting of the Kirinyaga Liquor Licensing Court, will be held on Monday, 12th September, 1977 in the office of the District Commissioner, Kirinyaga at 10.00 a.m.

Those who wish their applications to be considered at this meeting and have not yet submitted their applications may do so or before Monday, 22nd August, 1977, on payment of K.Sh. 500 for each application.

Applications on prescribed forms, should be addressed to the Chairman, Kirinyaga Liquor Licensing Court, P.O. Box 1, Kerugoya with K.Sh. 10 revenue stamp affixed thereon.

Objections if any, should be lodged to the Chairman at least seven days before the meeting.

Applicants are advised to appear in person or be represented by an advocate at the meeting.

Dated at Kerugoya this 8th day of August, 1977.

D. A. MUSILA,
Chairman,
Kirinyaga Liquor Licensing Court.

GAZETTE NOTICE No. 2336

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

KIRINYAGA TRADITIONAL LIQUOR LICENSING BOARD

NOTICE is hereby given that the 1977 second statutory meeting of the Kirinyaga Traditional Liquor Licensing Board shall be held in the District Commissioner's Office, Kerugoya on Monday, 5th December, 1977, at 10.00 a.m.

Applications to be considered in this meeting whether new, renewals, transfers or removals of existing licences, should be submitted on the prescribed forms to reach the Chairman, Kirinyaga Traditional Liquor Licensing Board, P.O. Box 1, Kerugoya not later than 20th October, 1977. Any application not received by this date, shall only be considered if received on or before 5th November, 1977 on payment of late fee of K.Sh. 20.

Applicants for either new licences, transfers or removals must appear in person before the Board or be represented by an advocate. Applicants for renewals are not obliged to appear in person unless there are objections in which case appearance is desirable.

Applicants are advised to submit their applications by registered post.

Dated at Kerugoya this 5th day of August, 1977.

D. A. MUSILA,
Chairman,
Kirinyaga Traditional Liquor Licensing Board.

GAZETTE NOTICE No. 2337

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

KIRINYAGA TRADITIONAL LIQUOR LICENSING BOARD
(Special Meeting)

DULY authorized by the Provincial Commissioner, Central Province, a special meeting of the Kirinyaga Traditional Liquor Licensing Board, will be held on Monday, 12th September, 1977 in the office of the District Commissioner, Kirinyaga at 2.00 p.m.

Those who wish their applications to be considered at this meeting and have not yet submitted their applications, may do so on or before Monday, 22nd August, 1977 on payment of K.Sh. 100 for each application.

Applications in prescribed forms, should be addressed to the Chairman, Kirinyaga Traditional Liquor Licensing Board, P.O. Box 1, Kerugoya.

Objections if any, should be lodged to the Chairman at least seven days before the meeting.

Applicants are advised to appear in person or be represented by an advocate at the meeting.

Dated at Kerugoya this 8th day of August, 1977.

D. A. MUSILA,
Chairman,
Kirinyaga Traditional Liquor Licensing Board.

GAZETTE NOTICE No. 2338

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

KAJIADO TRADITIONAL LIQUOR LICENSING BOARD

NOTICE is hereby given that next statutory meeting of the Kajiado Traditional Liquor Licensing Board will be held on Monday, 5th December, 1977 in the District Commissioner's Board Room, Kajiado, commencing at 10.00 a.m.

Applications should be submitted on the prescribed forms to the Chairman, Kajiado Traditional Liquor Licensing Board, P.O. Box 1, Kajiado, to reach him on or before 21st October, 1977. Late applications shall only be considered if they are received on or before 31st October, 1977 and on payment of an additional late fee of K.Sh. 20.

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

Applicants are advised to submit their applications by registered post or deliver them in person to the office of the Chairman during working hours.

A. J. N. NJUE,
Chairman,
Kajiado Traditional Liquor Licensing Board.

GAZETTE NOTICE No. 2339

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

BARINGO TRADITIONAL LIQUOR LICENSING BOARD

NOTICE is hereby given that the next statutory meeting of the Baringo Traditional Liquor Licensing Board will be held on Monday, 5th December, 1977 in the District Commissioner's Office, Kabarnet at 10.00 a.m.

Applications for new licences, renewals, transfers or removals must be submitted on the prescribed forms to the District Commissioner Baringo, P.O. Box 1, Kabarnet to reach him on or before 20th October, 1977.

Late applications will only be considered if they are received on or before 4th November, 1977 and on payment of K.Sh. 20 late fee.

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

A list of all the applications to be considered can be seen on the notice boards at the District Commissioner's Office, Kabarnet and at the Divisional District Officers' offices, Eldama Ravine and Marigat.

Applicants are advised to submit their applications by registered post.

B. A. OMUSE,
Chairman,
Kabarnet,
9th day of August, 1977. *Baringo Traditional Liquor Licensing Board.*

GAZETTE NOTICE No. 2340

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

NANDI TRADITIONAL LIQUOR LICENSING BOARD

NOTICE is hereby given that the next statutory meeting of the Nandi Traditional Liquor Licensing Board will be held on Monday, 5th December, 1977 in the District Commissioner's Office Kapsabet, at 10.00 a.m.

Applications for new licences, renewals, transfers or removals must be submitted on the prescribed forms to the District Commissioner, Nandi District, P.O. Box 30, Kapsabet, to reach him on or before 20th October, 1977. Late applications will only be considered if they are received on or before 5th November, 1977 and on payment of K.Sh. 20 late fee.

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

Applicants are advised to submit their applications by registered post or deliver them in person to the office of the Chairman during working hours.

B. A. OSUNDWA,
Chairman,
Nandi,
16th August, 1977. *Nandi Traditional Liquor Licensing Board.*

GAZETTE NOTICE No. 2341

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

KITUI TRADITIONAL LIQUOR LICENSING BOARD

NOTICE is hereby given that the next statutory meeting of Kitui Traditional Liquor Licensing Board will be held in the office of the District Commissioner, Kitui on Monday, 5th December, 1977, starting at 10.00 a.m.

All applications for new licences, transfers or removals must be submitted to the office of the District Commissioner, P.O. Box 1, Kitui, to reach him not later than 21st October, 1977. Any applications not received by this date may only be considered if received before 1st November, 1977, and on payment of K.Sh. 20 late fee.

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

Dated this 9th day of August, 1977.

A. KANG'ETHE,
Chairman,
Kitui Traditional Liquor Licensing Board.

GAZETTE NOTICE No. 2342

THE TRADITIONAL LIQUOR ACT, 1971

(No. 26 of 1971)

SAMBURU TRADITIONAL LIQUOR LICENSING BOARD

NOTICE is hereby given that the next statutory meeting of the Samburu Traditional Liquor Licensing Board will be held in the Old Samburu County Council Hall, Maralal, on Monday, 5th December, 1977, at 10.00 a.m.

Applications for new licences, renewals, transfers, or removals of existing licences must be received in the District Commissioner's Office, Samburu District, P.O. Box 2, Maralal on or before 20th October, 1977. Late applications will only be considered if they are received on or before 31st October, 1977 with a late fee of K.Sh. 20.

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

J. K. ETEMESI,

Chairman,
Samburu Traditional Liquor Licensing Board.Maralal,
9th August, 1977.

GAZETTE NOTICE No. 2343

IN THE HIGH COURT OF KENYA AT NAIROBI

PROBATE AND ADMINISTRATION

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

(1) CAUSE No. 308 OF 1977

By Ratanben, daughter of Punjabhai Pattni of P.O. Box 363, Kericho in Kenya, the widow of the deceased and the executrix named in the deceased's will, through Messrs. Patel & Patel, advocates of Nairobi, for a grant of probate of the will of Madhavji Naran Pattni of Kericho in Kenya, who died at Kericho on the 12th day of April, 1976.

(2) CAUSE No. 309 OF 1977

By (1) Sabirhussein Fazaleabbas and (2) Akbarali Adamji Mamujee both of P.O. Box 43498, Nairobi in Kenya, the executors named in the deceased's will, through Messrs. Gatuguta & Manek, advocates of Nairobi, for a grant of probate of the will of Fazaleabbas Mulla Ahamedali of Nairobi, aforesaid who died at Nairobi on the 13th day of November, 1976.

(3) CAUSE No. 310 OF 1977

By Beatrice Karimi Kiruja Mwira of P.O. Box 97, Njoro in Kenya, the widow of the deceased, through Messrs. Kaai, Mugambi & Co., advocates of Nairobi, for a grant of letters of administration intestate of the estate of Bernard Kiruja Mwira of Njoro, aforesaid who died at Meru on the 1st day of February, 1976.

(4) CAUSE No. 311 OF 1977

By Elise Maria Martha Schweinoch of P.O. Box 14632, Nairobi in Kenya, the widow of the deceased and the executrix named in the deceased's will, through Messrs. Hamilton, Harrison & Mathews, advocates of Nairobi, for a grant of probate of the will of Joachim Schweinoch of Nairobi, aforesaid who died at Nairobi on the 21st day of March, 1977.

(5) CAUSE No. 312 OF 1977

By Mary Mwihaiki Nguatha of P.O. Box 610, Nakuru in Kenya, the widow of the deceased, through Messrs. Kiania Njau & Co., advocates of Nairobi, for a grant of letters of administration intestate of the estate of Cyrus Muchiri Nguatha of Nakuru, aforesaid who died at Nairobi on the 13th day of February, 1976.

(6) CAUSE No. 313 OF 1977

By (1) Kasturben, daughter of Lakhamshi Hema of P.O. Box 41914, Nairobi in Kenya, and (2) Hansraj Lakhamshi of P.O. Box 42799, Nairobi in Kenya, the executors named in the deceased's will, through Messrs. Shah & Shah, advocates of Nairobi, for a grant of probate of the will of Padamshi Naya Shah of Nairobi, aforesaid who died at Nairobi on the 3rd day of September, 1976.

(7) CAUSE No. 314 OF 1977

By William Digby Green of P.O. Box 40111, Nairobi in Kenya, one of the duly constituted attorneys of Antony Reynolds Thorpe of Durban in South Africa, the administrator of the estate of the deceased, through Messrs. Kaplan & Stratton, advocates of Nairobi, for a grant of letters of Administration intestate of the estate of Ivan Edward George Mayston of Durban, in South Africa, who died there on the 9th day of October, 1976.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 9th day of September, 1977.

M. F. PATEL,

Nairobi,
22nd August, 1977.Senior Deputy Registrar,
High Court of Kenya, Nairobi.

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

GAZETTE NOTICE No. 2344

PROBATE AND ADMINISTRATION

TAKE NOTICE that after fourteen days from the date of this Gazette, I intend to apply to the High Court at Mombasa 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
35/76	Esau Ojuka Akwa..	Omia, Asembo Kokise, Siaya District Buremia Sub-Location, Bunyala Location, P.O. Port Victoria, Busia	31-12-75	Intestate
30/77	John Juma Omukwe	Ruruma Location, Rabai, Kilifi District	3-9-72	Intestate
44/77	Joseph Cheti Nathan	Luzumbura Location, N. Kigezi District, Uganda	12-2-77	Intestate
51/77	Wilson Esau ..	Mombasa Kilaa Sub-Location, Zombe Location, Kitui District	19-1-77	Intestate
60/77	Zainabu Mkala ..	Mombasa Mlawa, Werugha Location, Taita/Taveta District	13-9-73	Intestate
63/77	Kitheka Muti ..	Mutonguni Location, Kitui District	7-9-76	Intestate
68/77	Said Salim Nuby ..		14-9-76	Testate
69/77	Edwin Mwanyika Mngambwa.		15-12-76	Intestate
70/77	David Ndavi Kaamu		10-3-77	Intestate

Mombasa,
10th August, 1977.I. S. ONYANGO-OGOLA,
Assistant Public Trustee.

GAZETTE NOTICE NO. 2345

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
383/77	Bernard Ngunju Kanyoi.	c/o Box 255, Nyeri District Muhoya's Location	11-7-77	Intestate
309	Joseph Gachoki Ndekaini.	Kaitheri Primary School, Box 21, Kerugoya	5-8-74	Intestate
97/77	Danson Gaturu ..	Box 23069, Lower Kabete	7-4-76	Intestate
340/76	Joseph Kiriro ..	Box, 113, Gilgil	6-10-73	Intestate
148/76	Alphaeus Munyao s/o William Mulla-ndi.	Iveti Location, Manyatta Village	26-5-75	Intestate
116/76	Wamurangi Mwenja	Machakos Box 273, Nyeri	15-8-75	Intestate
134/77	Domian Onyango ..	Matayo's Busia	24-9-76	Intestate
218/77	Silas Kimaita ..	Meru, Ntima Location	24-10-75	Intestate
464/76	Ngugi Kinyanjui ..	Mpuri Sub-Loc. Kinoo Village, Kinoo Location, Kiambu District	19-6-76	Intestate
208/76	Stephen Kamimu Wanjiru.	Munjange Village, Matuga Location, Box 1359, Nyeri	30-12-74	Intestate
288/76	Kipkemboi Lelei s/o Murande Mokun.	Box 2172, Eldoret	18-12-75	Intestate
257/76	Clement Sumukwony Chesang.	Box 486, Eldame Ravine, Baringo	22-2-71	Intestate
281/75	Raphael Njiru Muthigire.	Siakago Sub-Loc., Nghawa Location, Mberu Division, Embu District	19-3-75	Intestate
378/77	Joyce Wanjiru Philip	Murang'a District	28-4-77	Intestate

Nairobi,
19th August, 1977.

M. L. HANDA,
Deputy Public Trustee.

GAZETTE NOTICE NO. 2346

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

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

CAUSE NO. 74 OF 1977

By Swaleh Mohamed Bashrahil, of Mombasa in the Republic of Kenya, for grant of letters of administration intestate of the late Mohamed Bin Abdulrehman Bashrahil, of Mombasa, Kenya, who died on 31st day of December, 1976, at Mombasa, 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 the publication of this notice in the Kenya Gazette.

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

Mombasa,
28th July, 1977.

GAZETTE NOTICE NO. 2347

THE BANKRUPTCY ACT

(Cap. 53)

RECEIVING ORDER

Debtor's name.—Henry Nyakwana.

Address.—P.O. Karungu.

Description.—Trader.

Date of filing petition.—14th April, 1977.

Court.—High Court of Kenya at Kisumu.

No. of matter.—B.C. 1 of 1977.

Date of order.—28th July, 1977.

Whether debtor's or creditors' petition.—Debtor's.

Act or acts of bankruptcy.—Presentation of bankruptcy.

Petition by Debtor.

Kisumu.

Dated this 4th day of August, 1977.

P. OMONDI-MBAGO,
for Official Receiver.

GAZETTE NOTICE NO. 2348

IN THE HIGH COURT OF KENYA AT NAIROBI
BANKRUPTCY AND WINDING-UP CAUSE NO. 9 OF 1977
IN THE MATTER OF MUCHIRI ENTERPRISES 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 of Kenya at Nairobi, on the 28th day of June, 1977, presented to this Court by Motor and Exchange Limited.

And that the said Petition is directed to be heard before the Court sitting at Nairobi, at 10.30 a.m., on the 30th day of September, 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 charges for the same.

Dated this 18th day of August, 1977.

W. S. DEVERELL,
Kaplan & Stratton,
Advocates for Petitioner,
Queensway House, Kaunda Street,
P.O. Box 40111, Nairobi.

NOTE

Any person who intends to appear on the hearing of said Petition must serve or send by post to the above-named notice in writing of his intention so to do. 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 advocate 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 29th September, 1977.

GAZETTE NOTICE No. 2349

THE SOCIETIES RULES

(Cap. 108, Sub. Leg.)

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

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

FIRST SCHEDULE

Name of Society	Date of Registration
Gigika Men's Self Help Group	18-8-77
Oyoo Welfare Association	18-8-77

SECOND SCHEDULE

Name of Society	Date of Refusal
Kenya Canteen Owners Organization	19-8-77
A to B Nairobi Restaurant Day and Night Club	19-8-77
Vavayi Union of Tiriki	19-8-77
Abashitsetse Welfare Association, Mombasa	19-8-77
Wazaliwa wa Pwani Association	19-8-77
Abeingo Self-Help Society	19-8-77
Assembly Holy Spirit Church of Light	19-8-77
Islahil Islamiyya of Kenya, Makutano Branch	19-8-77
Pioneer Missionary Fellowship Society	19-8-77
North Eastern Students Islamic Society	19-8-77

THIRD SCHEDULE

Name of Society	Date of Cancellation
Shree Laxmi Vijaya Sangit Mandal Kisumu	16-8-77

Dated this 19th day of August, 1977.

J. M. KYENDO,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 2350

THE SOCIETIES RULES

(Cap. 108, Sub. Leg.)

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

Kangonde-Kithyoko Welfare Society, to Kangonde Welfare Society.

Dated this 19th day of August, 1977.

J. M. KYENDO,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 2351

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 Norwegian Pentecostal Mission in Kenya.
Name of Minister.—Rev. A. Nyborg Pettersen.

Dated at Nairobi this 17th day of August, 1977.

M. L. HANDA,
Deputy Registrar-General.

GAZETTE NOTICE No. 2352

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.—World Wide Mission, Kenya.

Name of Minister.—Rev. B. Sundh.

Dated at Nairobi this 17th day of August, 1977.

M. L. HANDA,
Deputy Registrar-General.

GAZETTE NOTICE No. 2353

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.—Catholic Church, Kenya.

Name of Minister.—Rev. Father Joseph Kambo.

Dated at Nairobi this 19th day of July, 1977.

M. L. HANDA,
Deputy Registrar-General.

GAZETTE NOTICE No. 2354

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.—African Independent Pentecostal Church of Africa.

Name of Minister.—Pastor Stephen Mwangi.

Dated at Nairobi this 19th day of August, 1977.

M. L. HANDA,
Deputy Registrar-General.

GAZETTE NOTICE No. 2355

(CS/1637)

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 65 and 69)

ORDER

WHEREAS pursuant to section 65 (1) of the Co-operative Societies Act, application has been made to me by at least three fourth's of the members of the Ober Farmers Co-operative Society Limited for voluntary dissolution of the said society:

And whereas in my opinion the said society should be dissolved.

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

Any member of the said society may, within two months of the date of this Order, appeal to the Minister for Co-operative

Development against the Order. If no such appeal is presented within that time the Order shall take effect upon the expiry thereof.

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

Dated at Nairobi this 18th day of August, 1977.

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

GAZETTE NOTICE No. 2356

(CS/1668)

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 65 and 69)

ORDER

WHEREAS pursuant to section 65 (1) of the Co-operative Societies Act, application has been made to me by at least three fourth's of the members of the Dandora Estate Workers Co-operative Store Society Limited for voluntary dissolution of the said society:

And whereas in my opinion the said society should be dissolved.

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

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

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

Dated at Nairobi this 18th day of August, 1977.

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

GAZETTE NOTICE No. 2357

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 64)

REMOVAL AND APPOINTMENT OF COMMITTEE

IN EXERCISE of the powers vested on me by section 64 of the Co-operative Societies Act, I hereby extend the appointment of the hereinbelow mentioned persons as the members of Management Committee of the Muhoroni Sugar-cane Farmers Co-operative Union Limited for a period of one year commencing from the 9th day of April, 1977 (now past) to 8th day of April, 1978:—

Chairman.—Peter Okolla Ochieng.

Members:—

Bernard Akungu.

Tom Ogalo.

District Agricultural Officer, Kisumu District.

Executive Controller, Settlement, Sugar Organization, Muhoroni.

Manager.—J. L. Otula.

And I further order that the allowances and remuneration of the Committee members and Manager who are not civil servants shall be paid out of funds of the Muhoroni Sugar-cane Farmers Co-operative Union Limited.

Dated this 16th day of August, 1977.

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

GAZETTE NOTICE No. 2358

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 64)

REMOVAL AND APPOINTMENT OF COMMITTEE

WHEREAS a due inquiry has been held into the affairs of Githobokoni Farmers Co-operative Society Limited and whereas I am satisfied that the Committee of the said society is not performing its duties properly.

Now therefore in exercise of the powers vested in me by section 64 of the Co-operative Societies Act, I do hereby order the removal of the following members:—

Chairman.—Joakim Kaguyu.

Secretary.—Samuel Ngugi Mwangi.

Treasurer.—Henry Kimani Titi.

Members:—

Zarakia Muigai.

Julias Muiruri.

Francis Njuguna.

Charles Mwangi.

Bernard Githumu.

S. Njuguna Titi.

And subsequently appoint the following persons to manage the affairs of the said Githobokoni Farmers Co-operative Society Limited for a period of 12 months commencing from the date of this notice:—

Chairman.—District Officer, Gatundu.

Secretary.—Assistant Agriculture Officer, Gatundu.

Treasurer.—Assistant Education Officer, Gatundu.

Member.—Chief, Ndarugu Location.

And I further order that the allowances of the new committee members who are not civil servants and the salary of the Manager shall be paid out of the Society's Funds.

Given under my hand at Nairobi this 18th day of August, 1977.

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

GAZETTE NOTICE No. 2359

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 64)

REMOVAL AND APPOINTMENT OF COMMITTEE

WHEREAS a due inquiry has been held into the affairs of Gatukuyu Coffee Growers Co-operative Society Limited and whereas I am satisfied that the committee of the said society is not performing its duties properly.

Now therefore in exercise of the powers vested in me by section 64 of the Co-operative Societies Act, I do hereby order the removal of the following members:—

Chairman.—Peter Kungu Kahari.

Vice-Chairman.—Ambrose Mbagara.

Secretary.—Henry Njoroge.

Treasurer.—Nahashon Kairu.

Members:—

Shadrack Mwangi.

Zakaria Murata.

Ernest Ndungu.

Peter Kinyanjui.

Kiarie Ndua.

And subsequently appoint the following persons to manage the affairs of the said Gatukuyu Coffee Growers Co-operative Society Limited for a period of 12 months commencing from the date of this notice:—

Chairman.—District Officer, Gatundu.

Secretary.—Assistant Agriculture Officer, Gatundu.

Treasurer.—Assistant Education Officer, Gatundu.

Member.—Chief, Ngenda Location.

And I further order that the allowances of the new committee members who are not civil servants and the salary of the Manager shall be paid out of the Society's Funds.

Given under my hand at Nairobi this 18th day of August, 1977.

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

GAZETTE NOTICE NO. 2360

THE PAN AFRICA INSURANCE COMPANY LIMITED
MOMBASA

(Incorporated in Kenya)

LOSS OF POLICY

Policy No. 39761 for Sh. 10,000 on the life of William Chelimo, Kanyarkwat F. Primary School, P.O. Box 582, Kitale Kenya

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

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

Mombasa,
17th August, 1977.

GAZETTE NOTICE NO. 2361

MINISTRY OF WORKS

TENDER NOTICE NO. 72/77

Mild Steel Materials

TENDERS are invited for the supply of Mild Steel and other materials for the manufacture of vehicle bodies to the Chief Mechanical and Transport Engineer, Ministry of Works, Machakos Road, Nairobi as and when required during the period ending 30th June, 1978 effective the date a formal Contract Agreement is signed.

Prices quoted must be net (duty and sales tax paid), expressed in Kenya shillings and must remain firm during the contract period. The approved Supplier will be required to sign a Contract of Supply at the tendered price during the contract period.

Tender documents giving full details of descriptions (specifications) and estimated quantities can be collected from the undersigned or sent on written request.

Tenders must be enclosed in a plain sealed envelope marked "Tender No. 72/77—Mild Steel Materials" and addressed to reach the undersigned, P.O. Box 30346, Nairobi or be placed into the tender box at the entrance to our main office block not later than Friday, 9th September, 1977, at 10.00 a.m.

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. KUNGU,
Officer-in-Charge,
Supplies Branch.

GAZETTE NOTICE NO. 2362

MINISTRY OF NATURAL RESOURCES

TENDER NOTICE NO. 1/77-78

INTERNATIONAL competitive tenders are invited from manufacturers and suppliers from member countries of the International Bank for Reconstruction and Development and Switzerland for the supply of the following vehicles and equipment required by the Ministry of Natural Resources, Forest Department for the Second Forest Plantations Project:—

	Units
(a) (i) Cross Country Pick-ups, 4 x 4 wheel drive, Canvas hood	21
(ii) Cross Country Station Wagon 4 x 4 wheel drive 10 Seaters hard top	2
(b) Platform Trucks, 5-Ton Payload Steel body	32
(c) Tipper Trucks, 5-Ton payload, steel body, tipping	4
(d) Motor Grader, medium size 125 HP (Flywheel), operating weight 12,000 kg.	2
(e) Truck Type Bulldozer, medium size, 140 HP Power Shift Hydraulic complete with ripper attachment	2
(f) 3 Patrol boats 6-10 passengers, 13-17 knots, 2 out-board motors	3
(g) Agricultural type wheel tractors 60-65 BHP, operating weight 2,000 kg.	19
(h) Trailers 3-3.5 Tons	10
(i) Water Boser	1
(j) Fire fighting tanker, 7 ton payload, 10,000 litre water capacity	1

2. Bidders shall quote the prices on CIF Mombasa basic for imported items or the ex-factory prices for domestically manufactured items. The cost of inland freight and other expenditures incidental to the delivery of the vehicles and equipment to the Ministry of Natural Resources, Central Stores, Kiambu Road, Karura, Nairobi shall be included. Vehicles and Equipment manufactured in Kenya may be granted a margin of preference.

3. The tender documents and specifications to which all tenders must conform, including the general conditions of contract, can be obtained from the Supplies Officer, Central Stores, Ministry of Natural Resources, Kiambu Road, Karura, Nairobi, P.O. Box 30126, Tel. 65246, Nairobi, to whom all enquiries and correspondence shall be addressed.

4. Tenders must be enclosed in plain sealed envelopes and addressed to "Tender No. 1/77-78, Second Forest Plantations Project" the Supplies Officer, Central Stores, Ministry of Natural Resources, Kiambu Road, Karura Forest, P.O. Box 30126, Nairobi, Kenya, or placed in the tender box at the Central Stores, Karura Forest so as to reach him not later than 10.30 a.m. on Monday, 19th September, 1977, at which time the tenders submitted will be publicly opened and read. Tenders not properly addressed and marked as above will be automatically rejected. Tenders received after the above date and time will also be rejected.

5. Tenders must be accompanied by bid bonds in the forms attached with the tender documents in the amount of two point five per cent (2.5 per cent) of the bid amount which remain in force until 30th October, 1977 for the items of the tender must be indicated.

The tenderers for all vehicles and equipment must ensure the Ministry of Natural Resources that there shall be adequate after sales services, and requisite spare parts shall be available at all times.

6. The Ministry of Natural Resources, Forest Department, reserves the right to reject any and all bids therefore, and to waive any and all formalities without giving reasons.

G. H. OMONDI,
for Permanent Secretary.

GAZETTE NOTICE NO. 2363

MINISTRY OF NATURAL RESOURCES

TENDER NOTICE NO. 3/77-78

Sale of Stores

TENDERS are invited for the sale of the following used vehicles and other stores equipment.

	Unit	Quantity
1. Land-Rovers L.W.B.	No.	1
2. Jeep Wagons	No.	2
3. Zephyr Saloon	No.	1
4. Morris Van	No.	1
5. Tyres and tubes various sizes.		
6. Batteries various voltages.		
7. Helmets traps and sweat bands.		
8. Bandoliers.		
9. Vehicles Tanganyika and other Jacks.		
10. Adding Machines.		
11. Steel Cabinets.		

List of the items for sale may be collected from the Supplies Officer Central Stores Karura in the Karura Forest Station $\frac{1}{2}$ of a mile from Muthaiga round about. The items of stores are arranged in lot numbers as they appear on the lists provided on request. Viewing may be done any time between now and the closing date during the working hours.

Tenders must be enclosed in plain sealed envelopes and addressed to Tender No. 3/77-78, the Supplies Officer Central Stores, Ministry of Natural Resources, P.O. Box 30126 Nairobi, or be placed in tender box at Central Stores Karura Forest so as to reach him not later than 10.00 a.m. on Friday, 16th September, 1977 at which time the tenders submitted will be publicly opened and read.

Tenders not properly addressed or received after the above date and time will automatically be rejected.

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

G. H. OMONDI,
for Permanent Secretary.

GAZETTE NOTICE No. 2364

MINISTRY OF HEALTH
TENDER NOTICE No. 5/77-78

TENDERS are invited for the supply of the following items to the Ministry of Health, Nairobi:—

Item No.	Description	Quantity
1539	Insulin Lente 40 units/ml. . . .	17,000 vials × 10 ml.
1540	Insulin Lente 80 units/ml. . . .	7,500 vials × 10 ml.
1541	Insulin Plain 40 units/ml. . . .	10,000 vials × 10 ml.
1542	Insulin Plain 80 units/ml. . . .	1,000 vials × 10 ml.
1543	Insulin Protamin Zinc 40 units/ml. . . .	9,000 vials × 10 ml.
1544	Insulin Protamin Zinc 80 units/ml. . . .	19,000 vials × 10 ml.

The supplies shall be required to have at least 18 months shelf-life at the time of delivery and shall be drawn as and when required over the period 1977/78 and 1978/79 financial years.

Prices quoted must be in Kenya Shillings, duty paid and including sales tax except for those quoted on c.i.f. terms in which case duty and sales tax need not be included.

Tenders must be enclosed in plain sealed envelopes and clearly marked "Tender No. 5/77-78" and addressed to reach the Officer-in-Charge, Central Medical Stores, P.O. Box 40425, Nairobi, not later than 10.00 a.m. on 23rd September, 1977.

All tenders must remain valid for a minimum period of 90 days from the closing date of this tender notice.

Samples to which future supplies shall conform must be submitted together with the bids.

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

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

GAZETTE NOTICE No. 2365

THE MINISTRY OF HEALTH
TENDER NOTICE No. 6/77-78

TENDERS are invited for the supply of the following requirement for the Ministry of Health:—

1. Basic drugs.
2. Tablets and capsules.
3. Injections.
4. Surgical instrument (E.N.T. and General).
5. Textile.
6. Medical pharmaceutical dressings and sundries.
7. Publications.
8. General equipment.

Tender documents giving full details and specifications should be obtained either personally or against written application from the Officer-in-Charge, Central Medical Stores, Room No. 3, Commercial Street, Industrial Area, P.O. Box 40425, Nairobi.

Prices quoted must be in Kenya shillings, duty paid and including sales tax except for those quoted on C.I.F. terms in which case duty and sales tax need not be included.

Tenders must be enclosed in plain sealed envelopes and marked clearly "Tender No. 6/77-78" and addressed to reach the Officer-in-Charge, Central Medical Stores, P.O. Box 40425, Nairobi, not later than 10 a.m. on 6th October, 1977.

All tenders must remain valid for a minimum period of 90 days from the closing date of this tender notice.

Samples must be submitted together with the bids, except for those items where submission of a physical sample is not possible owing to the nature of the item in which case literature must be submitted in lieu thereof.

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

PETER P. MUKURU,
Officer-in-Charge.

GAZETTE NOTICE No. 2366

MINISTRY OF WATER DEVELOPMENT
COAST PROVINCE WATER BRANCH
Tender No. 11/77-78

TENDERS are invited for supply of the following:—

Item 1.—Water Bills Printed on continuous Computer Stationery.
Quantity.—300,000 Bills Printed Two-up on 150,000 pages.

Description.—Two colour Bills 8 x 6.2 in. on 14.5 x 11 in. Continuous Stationery Perforated in three vertical positions and horizontally every 4 inches.

Item 2.—Continuous Line-Flow Stationery.

Quantity.—150,000 pages.

Description.—Standard Line-Flow Stationery size 14.5 x 11 in.

For more information contact W. B. Pierce, Tel. No. 311691, Ext. 29 Mombasa.

Tenders must be enclosed in a plain sealed envelope marked "Tender No. 11/77-78" and addressed to the Secretary, Coast Province Water Branch, Tender Board, P.O. Box 90534, Mombasa, not later than 9th September, 1977.

The Coast Province Water Branch is not bound to accept the lowest or any tender and reserves the right of acceptance.

O. S. CEGE,
General Manager,
Coast Province Water Branch.

GAZETTE NOTICE No. 2367

MINISTRY OF DEFENCE

TENDER NOTICE NOS. MOD/411/1 (64-68) 77/79

TENDERS are invited to manufacture/supply the following items to the Armed Forces for the period ending 30th June, 1978 and 1979.

- (a) MOD/411/1 (64) 77/79 — Chairs dining tubular, fire side and Telephone Operators.
- (b) MOD/411/1 (65) 77/79 — Vehicle Signs.
- (c) MOD/411/1 (66) 77/78 — Chairs Child high.
- (d) MOD/411/1 (67) 77/79 — Superstructures.
- (e) MOD/411/1 (68) 77/79 — Vehicle Canopies.

Tender forms showing details of quantities and specifications may be obtained from the SO I Supply, Ministry of Defence, Ulinzi House, First Floor, P.O. Box 40668, Nairobi.

Completed tender documents must be enclosed in plain sealed envelopes marked with the tender number and addressed to SO I Supply at the above address or be placed in the Tender Box at Ulinzi House, First Floor, so as to reach him not later than Tuesday, 13th September, 1977, at 1400 hours (2.00 p.m.).

The Armed Forces does not bind itself to accept the lowest or any tender but reserves the right to accept any tender in full or in part.

GAZETTE NOTICE No. 2368

THE GARISSA DISTRICT

TENDERS FOR CALENDAR YEAR 1978

TENDERS are invited for the supply of foodstuffs, miscellaneous items, uniforms and petroleum products to the Government Departments and Institutions in Garissa District for the calendar year beginning 1st January to 31st December, 1978.

Tenders must be submitted in plain sealed envelopes clearly marked "Tender for Calendar Year 1978", and addressed to the District Commissioner, Garissa, P.O. Box 1, Garissa, so as to reach him not later than 12 noon on Saturday, 17th September, 1977. Tender documents giving full details and delivery points are obtainable from the District Commissioner's office, Garissa on application.

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

A. F. M. SESSE,
for District Commissioner, Garissa.

GAZETTE NOTICE No. 2369

THE SAMBURU DISTRICT
TENDERS FOR CALENDAR YEAR 1978

TENDERS are invited for supply of foodstuffs, uniforms, building material and miscellaneous items, transporting of school equipment and children in Samburu District during the calendar year 1978. Tender documents giving full details are obtainable on request from District Commissioner's Office Maralal, District Officer's offices, Wamba, Baragoi and Suguta Marmar.

Tenders in sealed plain envelope should be addressed to District Commissioner, P.O. Box 2, Maralal so as to reach him on or before 20th September, 1977.

The District Tender Board is not bound to accept the lowest or any tender.

P. M. KABII,
for District Commissioner,
Samburu.

GAZETTE NOTICE No. 2370

THE MURANG'A DISTRICT
TENDER FOR 1978

TENDERS are invited for the supply of foodstuffs, uniforms, building materials, fuel and miscellaneous items to all Government departments and institutions in Murang'a District for the calendar year ending 31st December, 1978.

Tender documents giving full details can be obtained at the District Commissioner's Office, Murang'a, during working hours. Prices quoted must be in Kenya shillings, duty paid and including sales tax and must be at wholesale. And in case of uniform samples of materials must accompany the application.

Completed tender forms must be enclosed in plain sealed envelopes and marked clearly "Tender for 1978" and addressed to the District Commissioner, P.O. Box 7, Murang'a so as to reach him not later than 12 noon on 24th September, 1977.

The District Tender Board is not bound to accept the lowest or any tender.

E. K. MBAABU,
District Commissioner, Murang'a.

GAZETTE NOTICE No. 2371

THE BARINGO DISTRICT
LOCAL TENDERS 1978

TENDERS are invited for the supply of foodstuffs, uniforms and miscellaneous items to Government institutions and schools in Baringo District.

Tender forms are available at the District Commissioner's Office, Kabarnet and the tenderers are advised to specify clearly the points of supply.

The tender forms should be submitted in sealed envelopes marked "Baringo District Tender for 1978" to the District Commissioner, P.O. Box 1, Kabarnet to reach him on or before 30th September, 1977.

T. K. KIMANI,
for District Commissioner,
Baringo.

GAZETTE NOTICE No. 2372

THE TRANSFER OF BUSINESSES ACT
(Cap. 500)

NOTICE is hereby given that the business carried on by Hansraj Lalji Shah, Raishi Anand Shah and Ashokkumar Raishi Shah trading in the name and style of "River Flour Mills" at Plot number L.R. No. 209/136/70 on Kirinyaga Road in the City of Nairobi all of P.O. Box 40959 Nairobi in the Republic of Kenya has from the 8th day of August, 1977 been sold and transferred to Reuben Kigundu Kinyua of P.O. Box 26160 Nairobi who will carry on the said business at the same place.

The address of the transferors is P.O. Box 40959, Nairobi.

The address of the transferee is P.O. Box 26160, Nairobi.

The transferee has not assumed and does not intend to assume any of the liabilities incurred in the said business by the transferors up to and including the 7th day of August, 1977 and the same will be paid and discharged by the transferors.

All debts due and owing to the transferors in respect of the said business up to and including the 7th day of August, 1977 will be received by the transferors.

Dated this 8th day of August, 1977.

HANSRAJ LALJI SHAH,
RAISHI ANAND SHAH,
ASHOKKUMAR RAISHI SHAH,
Transferors.

REUBEN KIGUNDU KINYUA,
Transferee.

GAZETTE NOTICE No. 2373

TRANSFER OF BUSINESSES ACT
(Cap. 500)

NOTICE is hereby given that the goodwill and the fish and chips business carried on by Gabriel Kimuhu Wahinya on Plot No. 209/2285 Cross Road Nairobi under the name and style of Gakiwa Enterprises has from the 15th day of July, 1977 been sold and transferred to Serah Njoki Maina who will carry on the said business under the same firm name and in the same premises.

The address of the transferor is P.O. Box 49665, Nairobi.

The address of the transferee is P.O. Box 74252, Nairobi.

The transferee has not assumed and does not intend to assume any liabilities whatever incurred in the said business by the transferor up to and including the 15th day of July, 1977 and all debts due and owing by the transferor in respect of the said business up to and including that day will be received and paid by the transferor.

Dated at Nairobi this 22nd day of August, 1977.

VERJEE & VERJEE,
Advocates for the transferor.

WARUHIU & MUTEI,
Advocates for the transferee.

GAZETTE NOTICE No. 2374

NOTICE OF CHANGE OF NAME

NOTICE is hereby given that by a deed poll dated 11th day of July, 1977, our client Elizabeth Katanu Mumo, of P.O. Box 30197, Nairobi in the Republic of Kenya, formally and absolutely renounced the use of her former name of Elizabeth Katanu Mumo and in lieu thereof substituted the name of Elizabeth Katanu Mbebe.

Dated at Nairobi this 15th day of August, 1977.

GAUTAMA & KIBUCHI,
Advocates for Elizabeth Katanu Mbebe
formerly known as Elizabeth Katanu Mumo.

GAZETTE NOTICE No. 2375

NOTICE OF CHANGE OF NAME

NOTICE is hereby given that by a deed poll dated the 17th day of August, 1977, Peter Musau Muiu, a citizen of Kenya by birth of Nairobi in the Republic of Kenya heretofore called and known as Peter Musau Kibondo formally and absolutely renounced and abandoned the use of his said former name of Peter Musau Kibondo and in lieu thereof assumed and adopted the new name of Peter Musau Muiu for all purposes.

You are all therefore hereby authorized, required and requested at all times hereafter to designate, describe and address the said Peter Musau Muiu by his said new name instead of his former name of Peter Musau Kibondo.

Dated at Nairobi this 17th day of August, 1977.

ONYANGO OTIENO & COMPANY,
Advocates for Peter Musau Muiu,
formerly known as Peter Musau Kibondo.

GAZETTE NOTICE No. 2376

REVOCATION OF POWER OF ATTORNEY

NOTICE is hereby given that unregistered general power of attorney dated 15th day of April, 1977, granted by me Muturi, son of Magu, of P.O. Box 842, ID/K/TN/11356, Nakuru in the Republic of Kenya, to Mbugua, son of Karanja, of P.O. Box 1328, Nakuru, has been absolutely revoked and cancelled by me by registered letter of revocation dated 15th day of June, 1977, addressed to the said Mbugua, son of Karanja and anything done or purported to be done by the said Mbugua, son of Karanja, at any time thereafter under or pursuance of the said general power of attorney, will in no way be binding on me.

Dated at Nakuru this 11th day of August, 1977.

MINDO & COMPANY,
Advocates,
for Muturi s/o Magu.

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