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GAZETTE NOTICE No. 3126

THE ACCOUNTANTS ACT, 1977

(Act No. 2 of 1977)

APPOINTMENT OF CHAIRMAN OF THE REGISTRATION OF ACCOUNTANTS BOARD

IN EXERCISE of the powers conferred in section 11 of and the Third Schedule to the Accountants Act, 1977, the Minister for Finance and Planning hereby appoints—

STANLEY KUNGA MBUGUA

to be the Chairman of the Registration Board with effect from 1st November, 1977.

Dated this 1st day of November, 1977.

MWAI KIBAKI,
Minister for Finance and Planning.

GAZETTE NOTICE No. 3127

THE ACCOUNTANTS ACT, 1977

(Act No. 2 of 1977)

APPOINTMENT OF VICE-CHAIRMAN OF THE REGISTRATION OF ACCOUNTANTS BOARD

In EXERCISE of the powers conferred in section 11 of and the Third Schedule to the Accountants Act, 1977, the Minister for Finance and Planning hereby appoints—

THOMAS WILLIAM TYRRELL

to be the Vice-Chairman of the Registration Board with effect from 1st November, 1977.

Dated this 1st day of November, 1977.

MWAI KIBAKI,
Minister for Finance and Planning.

GAZETTE NOTICE No. 3128

THE WHEAT INDUSTRY ACT

(Cap. 344)

WHEAT BOARD

IN EXERCISE of the powers conferred by section 4 (2) of the Wheat Industry Act, the Minister for Agriculture hereby appoints, with effect from 1st November, 1977 the following to be members of the Wheat Board for a period of two years:

(a) under subsection 2 (a)—

Simon Nyachae, as Chairman;

(b) under subsection 2 (b) (i)—

H. P. Barclay,
E. Imbuye,
J. S. ole Naeku,
Nderitu Gikaria;

(c) under subsection 2 (b) (ii)—

J. A. Jones,
H. Lloyd, and

(d) under sub-section 2 (b) (iii)—

B. K. Gakonyo,
Athanas Kandie;

(e) and cancels the appointment of D. G. Wanguhu*.

Dated this 24th day of October, 1977.

J. J. M. NYAGAH,
Minister for Agriculture.

*G.N. 2655/1976.

GAZETTE NOTICE No. 3129

THE PYRETHRUM ACT

(Cap. 340)

APPOINTMENTS

IN EXERCISE of the powers conferred by section 4 (2) of the Pyrethrum Act, the Minister for Agriculture appoints—

(a) under subsection 2 (a)—

I. N. Kuria (Chairman);

(b) under subsection 2 (b)—

S. Omariba,
J. P. Mukiri,
K. A. Korir,
G. K. Gakure,
M. Mirara,
G. G. Gikaria;

(c) under subsection 2 (c)—

S. Maiyeka,
E. K. Cheserek,
J. K. Muregi,
M. M'Mwirichia,

to be members of the Pyrethrum Board of Kenya.

Dated this 29th day of October, 1977.

J. J. M. NYAGAH,
Minister for Agriculture.

GAZETTE NOTICE No. 3130

THE AGRICULTURAL DEVELOPMENT CORPORATION ACT

(Cap. 346)

APPOINTMENT OF MEMBERS

IN EXERCISE of the powers conferred by section 5 of the Agricultural Development Corporation Act, the Minister for Agriculture hereby appoints, with effect from 1st November, 1977—

(a) under section 5 (1) (b)—

Robert Wilson,
Robert George Riddle,
Reuben Kiplagat Chesire, and

(b) under section 5 (1) (c)—

Isaiah Mwai Mathenge,

to be members of the Board of the Agricultural Development Corporation.

Dated this 24th day of October, 1977.

J. J. M. NYAGAH,
Minister for Agriculture.

GAZETTE NOTICE No. 3131

THE AGRICULTURE ACT

(Cap. 318, section 187 (4))

WHEREAS I am satisfied, and do certify that Messrs. Khamis Athman & Ahmad Mohamed Athman registered owners of L.R. No. MN/IV/135 of 2158 acres, being situated in Mtwapa area under the jurisdiction of the Kilifi District Agricultural Committee, have not been able to satisfy me that they are able to develop the said L.R. No. MN/IV/135, and on the recommendations of the Central Agricultural Board, under the powers conferred upon me by section 187 (4) of the Agriculture Act, I do hereby direct that it be sold.

Dated this 24th day of October, 1977.

J. J. M. NYAGAH,
Minister for Agriculture.

GAZETTE NOTICE No. 3132

THE AGRICULTURE ACT

(Cap. 318, section 187 (4))

WHEREAS I am satisfied, and do certify that R. R. Pandya registered owner of L.R. No. 149 (Plot No. 308/III/MN) of 98.3 acres, being situated in Kilifi area under the jurisdiction of the Kilifi District Agricultural Committee, has not been able to satisfy me that he is able to develop the said L.R. No. 1149 (Plot No. 308/III/MN) and on the recommendations of the

Central Agricultural Board, under the powers conferred upon me by section 187 (4) of the Agriculture Act, I do hereby direct that it be sold.

Dated this 24th day of October, 1977.

J. J. M. NYAGAH,
Minister for Agriculture.

GAZETTE NOTICE No. 3133

THE AGRICULTURE ACT

(Cap. 318, section 187 (4))

WHEREAS I am satisfied, and do certify that Messrs. Sandy Ridge Estate registered owners of L.R. No. 2308 of 4,000 acres, being situated in Fool's Valley Thika under the jurisdiction of the Kiambu District Agricultural Committee, have not been able to satisfy me that they are able to develop the said L.R. No. 2308 and on the recommendations of the Central Agricultural Board, under the powers conferred upon me by section 187 (4) of the Agriculture Act, I do hereby direct that it be sold.

Dated this 24th day of October, 1977.

J. J. M. NYAGAH,
Minister for Agriculture.

GAZETTE NOTICE No. 3134

THE AGRICULTURE ACT

(Cap. 318, section 187 (4))

WHEREAS I am satisfied, and do certify that Estate of the late Salim Bin Khalifan registered owner of L.R. No. 39 of 1,333 acres, being situated in Malindi area under the jurisdiction of the Kilifi District Agricultural Committee, has not been able to satisfy me that he is able to develop the said L.R. No. 39 and on the recommendations of the Central Agricultural Board, under the powers conferred upon me by section 187 (4) of the Agriculture Act, I do hereby direct that it be sold.

Dated this 24th day of October, 1977.

J. J. M. NYAGAH,
Minister for Agriculture.

GAZETTE NOTICE No. 3135

THE AGRICULTURE ACT

(Cap. 318, section 187 (4))

WHEREAS I am satisfied, and do certify that Mrs. R. E. V. Wailes registered owner of L.R. No. 5004/62 of 328.5 acres, being situated in Kwale area under the jurisdiction of the Kwale District Agricultural Committee, has not been able to satisfy me that she is able to develop the said L.R. No. 5004/62, and on the recommendations of the Central Agricultural Board, under the powers conferred upon me by section 187 (4) of the Agriculture Act, I do hereby direct that it be sold.

Dated this 24th day of October, 1977.

J. J. M. NYAGAH,
Minister for Agriculture.

GAZETTE NOTICE No. 3136

THE AGRICULTURE ACT

(Cap. 318, section 187 (4))

WHEREAS I am satisfied, and do certify that Messrs. Gulamabbas Sulemanji and Taibali Mohd Sheikh and Esmail Mohammed Sheikh registered owners of L.R. No. 85/IV/MN of 372 acres, being situated in Kilifi area under the jurisdiction of the Kilifi District Agricultural Committee, have not been able to satisfy me that they are able to develop the said L.R. No. 85/IV/MN and on the recommendations of the Central Agricultural Board, under the powers conferred upon me by section 187 (4) of the Agriculture Act, I do hereby direct that it be sold.

Dated this 27th day of October, 1977.

J. J. M. NYAGAH,
Minister for Agriculture.

GAZETTE NOTICE No. 3137

HIGH COURT OF KENYA

THE OATHS AND STATUTORY DECLARATIONS ACT

(Cap. 15)

A COMMISSION

To All To Whom These Presents Shall Come, Greeting:

BE IT KNOWN that on the 26th day of September, 1977, Gopal Bhaishanker Upadhyay, an advocate of the High Court of Kenya, was appointed to be a Commissioner for Oaths under the above-mentioned Act for as long as he continues to practise as such advocate and this Commission is not revoked.

Given under my hand and the Seal of the Court, this 26th day of September, 1977, at Nairobi.

JAMES WICKS,
*Chief Justice,
High Court of Kenya.*

GAZETTE NOTICE No. 3138

THE NATIONAL ASSEMBLY ELECTIONS
(REGISTRATION OF VOTERS) REGULATIONS

NOTICE THAT THE REGISTERS ARE AVAILABLE FOR INSPECTIONS

*The Registers for Unit No. 1-24 Registration Units
Turkana District*

NOTICE is hereby given that the Registers of Electors for the above-named Registration Units have been completed, and may be inspected at the Office of the District Commissioner, Turkana, between hours of 8 a.m. and 4.30 p.m. on normal working hours until 30th November, 1977.

Any person who—

- (a) claims that he should be included in the register; or
- (b) objects to the inclusion in the register of any person's name, should send or deliver his claim to me, so as to reach me not later than the 31st October, 1977, or in case of an objection to the inclusion of the name of a person who has made a claim, not later than one month after the date of publication of the list of claims, or, in the case any other objection, the 30th November, 1977.

Claims and objections must be made in the prescribed form and objections must be accompanied by a fee of K.Sh. 10.

Dated this 11th day of October, 1977.

S. E. OBURU,
*District Commissioner,
Turkana District.*

GAZETTE NOTICE No. 3139

THE NATIONAL ASSEMBLY ELECTIONS
(REGISTRATION OF VOTERS) REGULATIONS

NOTICE THAT REGISTERS ARE AVAILABLE FOR INSPECTION

*The Registers for Units 1-54 Registration Units
Trans Nzoia District*

NOTICE is hereby given that the Registers of Electors for the above-named Registration Units have been completed, and may be inspected at the Office of the District Commissioner, Kitale, between the hours of 8.15 a.m. and 4.30 p.m. on normal working days until the 25th November, 1977.

Any person who—

- (a) claims that he should be included in the register; or
- (b) objects to the inclusion in the register of any person's name, should send or deliver his claim to me, so as to reach me not later than the 15th November, 1977, or in the case of any objection to the inclusion of the name of a person who has made a claim, not later than one month after the date of publication of the list of claims, or in the case of any other objection, the 25th December, 1977.

Claims and objections must be made in the prescribed form and objections must be accompanied by a fee of K.Sh. 10.

Dated this 19th day of October, 1977.

B. M. MAKANGA,
*District Commissioner,
Trans Nzoia.*

GAZETTE NOTICE No. 3140

THE ADVOCATES ACT

(Cap. 16)

PURSUANT to regulation 13 (3) of the Advocates (Admission) Regulations (Cap. 16, Sub. Leg.) it is hereby notified that an examination to be passed by applicants for admission to the Roll of Advocates under section 12 (1) (ii) of the Act, will be held in Nairobi at the Kenya School of Law, Ralph Bunche Road, from Monday, 5th December, 1977 to Wednesday, 7th December, 1977.

Dated this 27th day of October, 1977.

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

GAZETTE NOTICE No. 3141

THE REGISTRATION OF TITLES ACT

(Cap. 281)

REGISTRATION OF INSTRUMENTS

WHEREAS Combine Investments Limited a limited liability company having its registered office at (P.O. Box 41661) Nairobi is the registered proprietor as lessee of all that piece of land comprising nought decimal nought eight six seven of an acre or thereabouts known as L.R. No. 209/1851 situate in the City of Nairobi in the Nairobi Area held under a grant registered as I.R. 17551/1, and whereas the said company has executed instruments of lease in favour of first to Stavrose Nairobi Limited a limited liability company incorporated in Kenya having its registered office at (P.O. Box 41919) Nairobi and secondly to Faraji Omar of (P.O. Box 30764) Nairobi and whereas the said instruments of lease have been presented for registration and whereas affidavit has been filed in the terms of section 65 (1) (h) of the said Act declaring that the said grant I.R. 17551 is not available for registration notice is hereby given that 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 grant I.R. 17551 and to proceed with the registration of the said instruments.

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

L. PEREIRA,
Registrar of Titles.

GAZETTE NOTICE No. 3142

THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS Raffael Jacob Samuel of (P.O. Box 44378) Nairobi is the registered proprietor as lessee of all that piece of land known as L.R. No. 8917 (Orig. 1012/59) situate in the City of Nairobi in the Nairobi Area by virtue of a grant registered as I.R. 14832/1, and whereas sufficient evidence has been adduced to show that the said grant has been lost notice is hereby given that after the expiration of ninety (90) days from the date hereof I shall issue a Provisional Certificate provided that no objection has been received within that period.

Dated this 4th day of November, 1977.

L. PEREIRA,
Registrar of Titles.

GAZETTE NOTICE No. 3143

THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS Kabuya Muriithi of (P.O. Box 18094) Nairobi is the registered proprietor as lessee of all that piece of land known as L.R. No. 209/6568 situate in the City of Nairobi in the Nairobi Area by virtue of a grant registered as I.R. 21090/1,

and whereas sufficient evidence has been adduced to show that the said grant has been lost notice is hereby given that after the expiration of ninety (90) days from the date hereof I shall issue a Provisional Certificate provided that no objection has been received within that period.

Dated this 4th day of November, 1977.

L. PEREIRA,
Registrar of Titles.

GAZETTE NOTICE No. 3144

THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS Raffael Jacob Samuel of (P.O. Box 44378) Nairobi is the registered proprietor as lessee of all that piece of land known as L.R. No. 11660 (Orig. No. 1012/60) situate in the City of Nairobi in the Nairobi Area by virtue of a grant registered as I.R. 21037/1, and whereas sufficient evidence has been adduced to show that the said grant has been lost notice is hereby given that after the expiration of ninety (90) days from the date hereof I shall issue a Provisional Certificate provided that no objection has been received within that period.

Dated this 4th day of November, 1977.

L. PEREIRA,
Registrar of Titles.

GAZETTE NOTICE No. 3145

THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS Pratapsing Satubha Darbar, Chandulal Maganlal Thakkar and Ramesh Chandra Maganlal Thakkar all of P.O. Box 178, Nakuru are the registered proprietors as lessees of all that piece of land known as L.R. No. 451/LIV/33 situate in the Nakuru Municipality in Nakuru District by virtue of a grant registered as I.R. 1941/1, and whereas sufficient evidence has been adduced to show that the said grant has been lost notice is hereby given that after the expiration of ninety (90) days from the date hereof I shall issue a Provisional Certificate provided that no objection has been received within that period.

Dated this 4th day of November, 1977.

L. PEREIRA,
Registrar of Titles.

GAZETTE NOTICE No. 3146

IN THE HIGH COURT OF KENYA

AT NYERI DISTRICT REGISTRY

CRIMINAL CAUSE LIST FOR 31ST OCTOBER, TO 4TH NOVEMBER, 1977

Before the Hon. Mr. Justice S. K. Sachdeva

On Monday, 31st October, 1977, in Court at 9.45 a.m.

For Pleas

H.C.Cr.C. No.

- 15/77 Republic v. Njoroge Muchunu.
- 16/77 Republic v. Margate Wanjiru w/o Philip Mathenge.
- 17/77 Republic v. Benson Mbugua Kariuki.
- 18/77 Republic v. 1. Stephen Njunge Macharia and 7 others.

For Hearing Thereafter

H.C.Cr.C. No.

- 37/75 Republic v. Mwangi Mubacha.

On Tuesday, 1st November, 1977, in Chambers at 9.00 a.m.

For Civil and Criminal Applications, in Court at 9.45 a.m.

For Pleas

H.C.Cr.C. No.

- 19/77 Republic v. Christopher Kuria Choroini.
- 20/77 Republic v. Joseph Mbalekire.
- 21/77 Republic v. Justin Wachira s/o Mwangi alias Karaba Mwangi.

For Part-Hearing Thereafter

H.C.Cr.C. No.

37/77 Republic v. Mwangi Mubacha.

*On Wednesday, 2nd November, 1977, in Chambers at 9.00 a.m.**For Civil and Criminal Applications, in Court at 9.45 a.m.**For Pleas*

H.C.Cr.C. No.

22/77 Republic v. Josphine Wanjiru d/o Kangethe Kamau.

23/77 Republic v. Sebastiano Mwaniki Kanambui.

24/77 Republic v. Selvester Njeru Mutura.

For Part-Hearing Thereafter

H.C.Cr.C. No.

37/75 Republic v. Mwangi Mubacha.

*On Thursday, 3rd November, 1977, in Chamber at 9.00 a.m.**For Civil and Criminal Applications, in Court at 9.45 a.m.**For Part-Hearing.*

H.Cr.C. No.

37/75 Republic v. Mwangi Mubacha.

*On Friday, 4th November, 1977, in Chambers at 9.00 a.m.**For Civil and Criminal Applications.*J. S. PATEL,
Deputy Registrar,
Nyeri.Nyeri,
8th October, 1977.

GAZETTE NOTICE No. 3147

IN THE HIGH COURT OF KENYA AT MERU

CRIMINAL CAUSE LIST

*Before the Hon. Justice A. R. W. Hancox**On Tuesday, 15th November, 1977, at 11.00 a.m.**For Hearing*

H.C.Cr.C. No.

31/74 Republic v. Nguyo Ndiba.

S. G. O'NGANYI,
Deputy Registrar,
High Court at Meru.

GAZETTE NOTICE No. 3148

OFFICE OF THE PRESIDENT—POLICE DEPARTMENT

LOSS OF LOCAL PURCHASE ORDER

IT IS hereby notified for general information of the public that Local Purchase Order No. E. 38330, dated 26th September, 1977, which was issued to Messrs. Ali's Motor Cycle Service, P.O. Box 30494, Nairobi, by the Chief Transport Officer, Force Headquarters, Nairobi, has been reported lost.

The said Local Purchase Order has now been cancelled and the Government shall not accept any liability for any services rendered or any goods supplied against this Local Purchase Order.

Dated this 17th day of October, 1977.

G. W. ONGALO,
for Administrative Secretary.

GAZETTE NOTICE No. 3149

MINISTRY OF HEALTH

CANCELLATION OF LOST RECEIPT BOOKS

THE following receipt books have been stolen at the Ministry of Health District Hospital, Kericho and should be treated as cancelled and should not be accepted as legal receipts for collecting money:—

1. In-Patient Sh. 15 Fixed fee Receipt No. 92260-922700 (unused 922698/700).
2. In-Patient Sh. 15 Fixed fee Receipt Book No. 922701-922800 (unused).
3. Miscellaneous Receipt Book No. 141451-141500 (unused 141470-500).

G. M. KIBUGA,
for Medical Officer of Health,
Kericho.

GAZETTE NOTICE No. 3150

THE GOVERNMENT LANDS ACT

(Cap. 280)

KERICHO TOWNSHIP—PLOTS FOR LOW-DENSITY
RESIDENTIAL PURPOSES

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

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

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

4. Applications must be sent so as to reach the Town Clerk to Council not later than noon on 5th December, 1977.

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

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

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

General Conditions

1. The ordinary conditions applicable to township grants of this nature except as varied hereby, shall apply to this grant.
2. The grant will be made under the provisions of the Government Lands Act (Cap. 280 of the Laws of Kenya), and title will be issued under the Registration of Titles Act (Cap. 281).
3. The grant will be issued in the name of the allottee as stated in the letter of application and the names must be in full.
4. The term of the grant will be for 99 years from the first day of the month following the notification of the approval of grant.
5. Each allottee of a plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been approved, the initial estimated amount for the construction of roads and drains to serve the plot, the assessed stand premium and proportion of annual rent, together with the survey fees payable in respect of the preparation and registration of the grant (Sh. 400) and the stamp duty in respect of the grant (approximately 2 per cent of the stand premium and annual rent). In default of the payment within the specified time the Commissioner of Lands may cancel the allocation and the applicant shall have no further claim to the grant of the plot.

Special Conditions

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the Local Authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
2. The grantee shall within six 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 there upon 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 shall (at the grantee's expense) accept a surrender of land comprised herein:

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

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

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

7. The grantee shall not subdivide the land.

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

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

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

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

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

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

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

SCHEDULE

Unsurveyed Plot No.	Area Hectares (Approx.)	Stand Premium	Schedule No. Annual Rent	Road Charges (Initial Contribution)	Survey Fees
1	0.104	1,664	332 80	On demand	Payable on demand
2	0.104	1,664	332 80	"	"
3	0.104	1,664	332 80	"	"
4	0.104	1,664	332 80	"	"
5	0.0971	1,554	310 80	"	"
6	0.1173	1,878	375 60	"	"
7	0.1092	1,748	349 60	"	"
8	0.1052	1,684	336 80	"	"
9	0.0971	1,554	310 80	"	"
10	0.0971	1,554	310 80	"	"
11	0.0971	1,554	310 80	"	"
12	0.0971	1,554	310 80	"	"
13	0.0971	1,554	310 80	"	"
14	0.0971	1,554	310 80	"	"
15	0.0971	1,554	310 80	"	"
16	0.0971	1,554	310 80	"	"
17	0.1011	1,618	324 60	"	"
18	0.104	1,664	332 80	"	"
19	0.104	1,664	332 80	"	"
20	0.106	1,696	339 20	"	"
21	0.106	1,696	339 20	"	"
22	0.106	1,696	339 20	"	"
23	0.106	1,696	339 20	"	"
24	0.0971	1,554	310 80	"	"
25	0.0971	1,554	310 80	"	"
26	0.0971	1,554	310 80	"	"
27	0.0971	1,554	310 80	"	"
28	0.0971	1,554	310 80	"	"
29	0.1052	1,684	336 80	"	"
30	0.1052	1,684	336 80	"	"

GAZETTE NOTICE NO. 3151

THE GOVERNMENT LANDS ACT

(Cap. 280)

NARO MORU TOWNSHIP—PLOTS FOR (A) LOW DENSITY RESIDENTIAL; (B) SHOPS, OFFICES AND FLATS (EXCLUDING THE SALE OF PETROL AND MOTOR OILS); (C) LIGHT INDUSTRY

THE Commissioner of Lands gives notice that the plots in Naro Moru Township as described in the Schedule hereto are available for alienation and applications are invited for the direct grants of the individual plots.

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

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

4. Applications must be sent so as to reach the District Commissioner, Nyeri, not later than noon on 28th November, 1977.

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

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

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

General Conditions

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

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

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

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

5. Each allottee of a plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been approved, the initial estimated amount for the construction of roads and drains to serve the plot, the assessed stand premium and the proportion of the annual rent together with the legal fees payable in respect on the preparation and registration of the grant (Sh. 400) and the stamp duty in respect of the grant (approximately 2 per cent of the stand premium and annual rent). In default of payment within the specified time the Commissioner of Lands may cancel the allocation and the applicant shall have no further claim to the grant of the plot.

Special Conditions

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and local authority. The Commissioner of Lands 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, elevations and specifications of the buildings, the grantee proposes to erect on the land and shall within 24 months of the said 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 shall (at the grantee's expense) accept a surrender of the land comprised herein:

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

5. User see Schedules (a), (b) and (c).

6. The buildings shall not cover more than 75 per centum of the area of the land if used for shop and/or office purposes only and 90 per centum if used for industrial purposes or such lesser areas of the land as may be laid down by the Local Authority in its by-laws, and not more than 50 per centum of the area of the land if used for the combined purposes of shops, offices and flats or such lesser area as may be laid down by the Local Authority in its by-laws.

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

8. The grantee shall not subdivide the land.

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

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

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

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

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

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

SCHEDULE "A"

LOW DENSITY RESIDENTIAL PURPOSES

Plot No.	Area (approx.)	Stand Premium	Annual Rent	Road Charges (Initial Contributions)	Survey fees
L.R.	Hectares	Sh.	Sh.		Sh.
5118/45	1.121	5000	1000	On demand	460
5118/46	0.847	4000	800	"	"
5118/47	0.788	3800	760	"	"
5118/48	0.764	3720	724	"	"

SCHEDULE "B"

SHOPS, OFFICES AND FLATS (EXCLUDING THE SALE OF PETROL AND MOTOR OILS)

Plot No.	Area (approx.)	Stand Premium	Annual Rent	Road Charges (Initial Contributions)	Survey fees
L.R.	Hectares	Sh.	Sh.		Sh.
5118/23	0.0232	920	184	On demand	460
5118/55	0.0199	800	160	"	"
5118/56	0.0199	800	160	"	"

SCHEDULE "C"

LIGHT INDUSTRY (EXCLUDING SALE OF PETROL AND MOTOR OILS)

Plot No.	Area (approx.)	Stand Premium	Annual Rent	Road Charges (Initial Contributions)	Survey fees
L.R.	Hectares	Sh.	Sh.		Sh.
5118/88	0.0973	1160	232	On demand	460
5118/89	0.0706	840	168	"	"
5118/90	0.0706	840	168	"	"
5118/91	0.0706	840	168	"	"
5118/92	0.0706	840	168	"	"
5119/94	0.0706	840	168	"	"
5118/95	0.0706	840	168	"	"
5118/96	0.4429	5300	1060	"	"

GAZETTE NOTICE NO. 3077

THE GOVERNMENT LANDS ACT

(Cap. 280)

MWEIGA TOWNSHIP—PLOTS FOR (A) HIGH DENSITY RESIDENTIAL; (B) LIGHT INDUSTRY; AND (C) SHOPS, OFFICES AND FLATS EXCLUDING THE SALE OF PETROL AND MOTOR OILS

THE Commissioner of Lands gives notice that the plots in Mweiga Township as described in the Schedule hereto are available for alienation and applications are invited for the direct grants of the individual plots.

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

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

4. Applications must be sent so as to reach the District Commissioner, Machakos, not later than noon on 21st November, 1977.

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

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

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

General Conditions

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

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

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

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

5. Each allottee of a plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been approved, the initial estimated amount for the construction of roads and drains to serve the plot, the assessed stand premium and the proportion of the annual rent together with the legal fees payable in respect of the preparation and registration of the grant (Sh. 400) and stamp duty in respect of the grant (approximately 2 per cent of the stand premium and annual rent). In default of payment within the specified time the Commissioner of Lands may cancel the allocation and the applicant shall have no further claim to the grant of the plot.

Special Conditions

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the local authority. The Commissioner of Lands 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, elevations and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the said 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 shall (at the grantee's expense) accept a surrender of the land comprised herein:

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

5. See Schedules (a), (b) and (c).

6. The buildings shall not cover more than 75 per centum of the area of the land if used for shop and/or office purposes only and 90 per centum if used for industrial purposes or such lesser area of the land as may be laid down by the Local Authority in its by-laws, and not more than 50 per centum of the area of the land if used for the combined purposes of shops, offices and flats or such lesser area as may be laid down by the local authority in its by-laws.

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

8. The grantee shall not subdivide the land.

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

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

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

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

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

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

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

SCHEDULE "A"
HIGH DENSITY RESIDENTIAL

Plot No. Unsurveyed	Area (Approx.) Hectares	Stand Premium	Annual Rent	Road Charges (Initial Contri- bution)	Survey Fees
		Sh.	Sh.	Sh.	Sh.
1.	0-0264	260	52	On	On
2.	0-0312	320	64	demand	demand
3.	0-0312	320	64	"	"
4.	0-0312	320	64	"	"
5.	0-0312	320	64	"	"
6.	0-0312	320	64	"	"
7.	0-0312	320	64	"	"
8.	0-0312	320	64	"	"
9.	0-0312	320	64	"	"
10.	0-0312	320	64	"	"
11.	0-0312	320	64	"	"
12.	0-0312	320	64	"	"
13.	0-0264	260	52	"	"
14.	0-0312	320	64	"	"
15.	0-0312	320	64	"	"
16.	0-0312	320	64	"	"
17.	0-0264	360	64	"	"
18.	0-0312	320	64	"	"
19.	0-0312	320	64	"	"
20.	0-0312	320	64	"	"
21.	0-0312	320	64	"	"
22.	0-0312	320	64	"	"
23.	0-0312	320	64	"	"
24.	0-0312	320	64	"	"
25.	0-0312	320	64	"	"

SCHEDULE "B"
INDUSTRIAL PLOTS

Plot No. L.R. No.	Area (Approx.) Hectares	Stand Premium	Annual Rent	Road Charges (Initial Contri- bution)	Survey Fees
		Sh.	Sh.	Sh.	Sh.
7623/62	0-0279	600	120	On	460
7623/63	0-0279	600	120	demand	460
7623/64	0-0279	600	120	"	460
7623/65	0-0279	600	120	"	460
7623/66	0-0279	600	120	"	460
7623/67	0-0279	600	120	"	460
7623/68	0-0279	600	120	"	460
7623/69	0-0279	600	120	"	460
7623/70	0-0279	600	120	"	460
7623/73	0-1719	3,780	756	"	460
7623/77	0-0460	1,000	200	"	460
7623/78	0-0465	1,020	204	"	460
7623/81	0-0465	1,020	204	"	460
7623/82	0-0465	1,020	204	"	460

SCHEDULE "C"

SHOPS, OFFICES AND FLATS (EXCLUDING SALE OF PETROL AND MOTOR OILS)

Plot No. L.R. No.	Area (Approx.) Hectares	Stand Premium	Annual Rent	Road Charges (Initial Contri- bution)	Survey Fees
		Sh.	Sh.	Sh.	Sh.
7623/108	0-0195	600	120	On	460
7623/113	0-0260	1,040	208	demand	460
7623/120	0-0441	1,760	352	"	460
7623/123	0-0441	1,760	352	"	460
7623/126	0-0441	1,760	352	"	460
7623/127	0-0441	1,760	352	"	460
7623/130	0-0441	1,760	352	"	460
7623/136	0-0585	2,340	468	"	460
7623/137	0-0543	2,160	432	"	460
7623/138	0-0606	2,420	484	"	460
7623/140	0-0427	1,700	340	"	460
7623/141	0-0465	1,860	372	"	460
7623/142	0-0465	1,860	372	"	460
7623/143	0-0465	1,860	372	"	460
7623/144	0-0465	1,860	372	"	460
7623/145	0-0465	1,860	372	"	460
7623/146	0-0465	1,860	372	"	460
7623/147	0-0465	1,860	372	"	460
7623/148	0-0465	1,860	372	"	460
7623/149	0-0920	3,680	736	"	460

GAZETTE NOTICE No. 3078

THE TRUST LAND ACT
(Cap. 288)

KARATINA TOWNSHIP—PLOTS FOR ALIENATION (A) WORKSHOPS, GARAGE AND GODOWN; (B) SHOPS, OFFICES AND FLATS (EXCLUDING SALE OF PETROL AND MOTOR OILS); (C) SUPERMARKET

THE Commissioner of Lands on behalf of the Nyeri County Council gives notice that plots in Karatina Township as described in the Schedule hereto, are available for alienation and applications are invited for direct grant of the plots.

2. A plan of the plots may be seen at the office of the Karatina Town Council.

3. Applications should be submitted to the Town Clerk, Karatina Town Council, P.O. Box 329, Karatina. Applications must be sent so as to reach the Town Clerk, Karatina Town Council, not later than noon on Monday, 21st November, 1977.

4. Applicants must enclose with their applications a sum of Sh. 1,000 in cash or send a postal order, money order or bankers order made payable to Town Clerk as deposit which will be dealt with as follows:—

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

5. The allottee shall pay to the Karatina Town Council within 14 days of notification that his application has been approved the assessed stand premium and proportion of annual rent, together with the fees payable in respect of the preparation and registration of the lease and the stamp duty. In default of payment within the specified time, the Commissioner of Lands or the Town Council may cancel the allocation and the applicant shall have no further claim to the lease of the plot.

General Conditions

The lease will be made under the Registered Land Act (Cap. 300). The term of the lease will be 99 years from the first day of the month following the notification of the approval of the lease.

Special Conditions

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

2. The lessee shall within six calendar months of the actual registration of the lease submit in triplicate to the Local Authority plans (including block plans showing the positions of the buildings and system of drainage for the disposal of sewage, surface and sullage water), drawings, elevations and specifications of the buildings the lessee proposes to erect on the land and shall within 24 months of the actual registration of lease complete the erection of such buildings and the construction of the drainage system in conformity with such plans, drawings, elevations and specifications as amended (if such be the case) by the Local Authority:

Provided that notwithstanding anything to the contrary contained or implied by the Trust Land Act (Cap. 288) if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the County Council or any person authorized by the County Council 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 County Council in respect of any antecedent breach of any condition herein contained.

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

4. Should the lessee give notice in writing to the County Council that they/he/she/it is/are unable to complete the buildings within the period aforesaid the County Council shall (at the lessee's expense) accept a surrender of the land comprised therein provided further that if such notice as aforesaid shall be given within twelve months of the commencement of the term of the County Council shall refund to the lessee fifty 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 County Council shall refund to the Lessee five 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. User *see* Schedules (a), (b) and (c).

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

7. The land shall not be used for the purpose of any trade or business which the Local Authority considers to be dangerous or offensive to the public or neighbourhood.

8. The lessee shall not subdivide the land without prior consent in writing of the County Council and the Commissioner of Lands.

9. The lessee shall not sell transfer sublet charge or part with the possession of the land or any part thereof or any buildings thereon except with the prior consent in writing of the County Council. 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 lessee shall pay to the Local Authority on demand such sums as the Local Authority 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 lessee shall from time to time pay to the Local Authority on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the Local Authority may assess.

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

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

14. The County Council 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 lessee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone wires and electric mains.

15. The County Council reserves the right to revise the annual ground rental payable hereunder after the expiration of the thirty-third and sixty-sixth year of the term hereby granted. Such rental will be at the rate of 4 per centum of the unimproved freehold value of the land as assessed by the County Council.

SCHEDULE "A"

WORKSHOPS, GARAGE AND GODOWN

Plot No.	Area (Approx.)	Stand Premium	Annual Rent	Road Charges	Survey Fees
		Sh.	Sh.	Sh.	Sh.
1.	0-051	2,040	408	On demand	On demand
2.	0-045	1,800	360	"	"
3.	0-045	1,800	360	"	"
4.	0-044	1,760	352	"	"
5.	0-031	1,240	248	"	"
6.	0-042	1,680	336	"	"
7.	0-039	1,560	312	"	"
8.	0-039	1,560	312	"	"
9.	0-026	1,040	208	"	"
10.	0-026	1,040	208	"	"
11.	0-026	1,040	208	"	"
12.	0-026	1,040	208	"	"
13.	0-026	1,040	208	"	"
14.	0-031	1,240	248	"	"
15.	0-031	1,240	248	"	"
16.	0-031	1,240	248	"	"
17.	0-031	1,240	248	"	"
18.	0-026	1,040	208	"	"
19.	0-024	960	192	"	"
20.	0-022	880	176	"	"
21.	0-036	1,440	288	"	"
22.	0-036	1,440	288	"	"
23.	0-036	1,440	288	"	"
24.	0-036	1,440	288	"	"
25.	0-036	1,440	288	"	"
26.	0-036	1,440	288	"	"
27.	0-036	1,440	288	"	"
28.	0-036	1,440	288	"	"

SCHEDULE "B"

SHOPS, OFFICES AND FLATS (EXCLUDING SALE OF PETROL AND MOTOR OILS)

Plot No.	Area (Approx.)	Stand Premium	Annual Rent	Road Charges	Survey Fees
		Sh.	Sh.	Sh.	Sh.
1.	0-0324	2,600	520	On demand	On demand
2.	0-0324	2,600	520	"	"
3.	0-0324	2,600	520	"	"
4.	0-0324	2,600	520	"	"
5.	0-0324	2,600	520	"	"
6.	0-0324	2,600	520	"	"
7.	0-0324	2,600	520	"	"
8.	0-0324	2,600	520	"	"
9.	0-0324	2,600	520	"	"
10.	0-0364	2,540	508	"	"
11.	0-0405	2,840	568	"	"
12.	0-0405	2,840	568	"	"
13.	0-0364	2,540	508	"	"
14.	0-0324	2,260	452	"	"
15.	0-0526	3,680	736	"	"
16.	0-0405	2,840	568	"	"
17.	0-0405	2,840	568	"	"
18.	0-0405	2,840	568	"	"
19.	0-0405	2,840	568	"	"
21.	0-042	2,940	588	"	"
22.	0-042	2,940	588	"	"
23.	0-042	2,940	588	"	"
24.	0-042	2,940	588	"	"
25.	0-049	3,440	688	"	"
26.	0-038	2,660	532	"	"
27.	0-049	3,440	688	"	"

SCHEDULE "C"

SUPERMARKET

Plot No. Unsurveyed	Area Hectares	Stand Premium	Annual Rent	Rent Charges	Survey Fees
20.	0-2104	Sh. 16,840	Sh. 3,368	Sh. On demand	Sh. On demand

GAZETTE NOTICE No. 3152

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE OF LEASE

WHEREAS Consolidated Holdings Limited of P.O. Box 30080 Nairobi in the Republic of Kenya is the registered proprietor as lessee of all that piece of land containing by measurement nought decimal five nought five two (0.5052) of an acre or thereabouts situate in the Municipality and District of Mombasa known as Parcel No. 13 registered as Title No. Mombasa/Block XXV/13, and whereas sufficient evidence has been adduced to show that the Certificate of Lease 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 Certificate of Lease provided that no objection has been received within that period.

Dated at Mombasa this 4th day of November, 1977.

S. W. MUHUNI,
Land Registrar.

GAZETTE NOTICE No. 3153

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE OF LEASE

WHEREAS Nazerali Sulemanji Dungarwalla of P.O. Box 90162 Mombasa in the Republic of Kenya is the registered proprietor of Leasehold Title of all that piece of land containing by measurement nought decimal nought nine nought six (0.0906) of an acre or thereabouts situate in the District and Municipality of Mombasa registered under Title No. Mombasa/Block XX Parcel 206 (Leasehold) and whereas sufficient evidence has been adduced to show that the Certificate of lease 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 Certificate of Lease provided that no objection has been received within that period.

Dated at Mombasa this 4th day of November, 1977.

S. W. MUHUNI,
Land Registrar.

GAZETTE NOTICE No. 3154

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Getenga Aduro of S. Maragoli in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 1.1 hectares or thereabouts situated in the District of Kakamega known as Parcel No. Buyonga/863 registered under Title No. S. Maragoli/Buyonga/863, 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 Land Certificate provided that no objection has been received within that period.

Dated this 19th day of October, 1977.

J. K. KIMERENG,
Land Registrar,
Kakamega District.

GAZETTE NOTICE No. 3155

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF NEW LAND CERTIFICATE

WHEREAS Patris Rabach s/o Owuor of Siaya in the Republic of Kenya is the registered proprietor in the absolute ownership interest of all those pieces of land 1.6 hectares and 1.2 hectares or thereabouts situated in the District of Siaya known as Parcel No. 1027 and 727 registered under Title No. South Ugenya/Yiro/1027 and 727 certificate issued thereof has been lost.

Notice is hereby given that after the expiration of sixty (60) days from the date thereof, I shall issue new Land Certificate provided that no objection has been received within that period.

Dated this 17th day of October, 1977.

A. O. OYUNGA,
Land Registrar,
Siaya District.

GAZETTE NOTICE No. 3156

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Mbuya Owuoth of East Kasipul Location, P.O. Oyugis in the Republic of Kenya is registered as the proprietor in absolute ownership interest in all that piece of land containing (2.8 hectares) or thereabouts situated in the District of South Nyanza known as Parcel No. 456 registered under Title No. East Kasipul/Kojwach Kamioro/456, and whereas sufficient evidence has been adduced to show that the Land Certificate thereof has been lost.

Notice is hereby given that after sixty (60) days from the date thereof, I shall issue a new certificate provided that no objection has been received within that period.

Dated this 17th day of October, 1977.

T. Z. R. M. MWITA,
Land Registrar,
South Nyanza.

GAZETTE NOTICE No. 3157

THE LAND ACQUISITION ACT, 1968

(No. 47 of 1968)

CORRIGENDUM

IN Gazette Notice Nos. 3005 and 3006 dated 21st October, 1977, cancel the following plots:—

Plot No.	Locality	Area Approx. to be Acquired in Acres.
<i>Section VI</i>		
151	Mainland North	4.79
898	(Chaani)	2.50
159	"	0.85
201	"	1.71
451	"	1.55
458	"	1.64
799	"	4.89
984/R	"	4.40
2502(Portion)	"	1.93
(215/R)		
158 (Portion)	"	0.98

In Gazette Notice Nos. 3075 and 3076 dated 28th October, 1977, substitute:—

Mainland South for Mainland North.

Dated this 31st day of October, 1977.

C. M. PANDYA,
for Commissioner of Lands.

GAZETTE NOTICE No. 3158

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 3rd and 5th December, 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
199/25-7-77 49-71	Simonskerk ..	27-5-77	Tripoli 1191/4 1191/1 Nairobi via Mombasa No. 1	1 case hand tools; 1 carton hand tools.
			BASF 845 72 Nairobi via Mombasa Kenya 30/782.	1 bag chemical.
200/30-5-77 49-72	Mercury River ..	7-3-77	Arcadenyio Nrb. via Msa. Kenya H0676 x 654.	2 bundles second-hand clothing.
201/22-8-77 49-72	Strathyloyal ..	11-6-77	General Motor Store 35/23543 Mombasa -/-/ 72153 32154 72155. Reqn. 014351/1 Mombasa Polytech. c/o G.C.A. Msa. -/-/ 4932.	3 cases motor vehicle spare parts.
			NIL	1 carton flag post.
			Deepanken 6/58/77 Nairobi via Mombasa.	3 Plates light fittings.
			NIL	2 cartons H.P. sauce.
				34 cartons kettle handles; 2 cartons bottled worcestershire sauce; 1 carton drum caps; 1 carton dettol.
202/22-8-77 49-73	Nederebro ..	3-6-77	Hughes Mombasa 974800/	1 case fan belt.
			Delux Cosmetics 08839/Nairobi 1-3-4	3 cartons containing 3 tins chemicals.
202/22-8-77 49-73	Nederebro ..	3-6-77	Firma Brinina Sewing Machines Ltd. P.O. Box 30700 Nairobi Kenya.	1 carton dress buttons.
			Firma Habib Bank c/o Lakhani Store Mombasa Kenya.	1 carton plastic boxes.
			Mr. J. Host c/o UNHCR P.O. Box 3813 Kampala Uganda 4350.	carton second-hand clothing.
			Mission for Evangelist Society Work P.O. Box 2506 Kampala Uganda.	1 carton second-hand clothing.
			Missionary Salme Poukka Box 77 Homa Bay Kenya East Africa.	1 package medicines.
203/22-8-77 47-73	Al-Mabrouk ..	21-6-77	NIL	14 empty gas cylinders.
204/22-8-77 49-74	Strathinch ..	24-6-77	MF M FD Nairobi via Mombasa 62244.	2 tractor tyres with rims.
			Sulfo Rwanda in Transit via Mombasa Ex -/-/ 1/2070.	15 cartons empty bottles.
			Via Mombasa Reqn. 21502/3 E.A.R. BN (K) Ind CME 76104/76 -/-/ 4478	1 carton rubber rings.
			Magna Floe 35-1 or NIL	2 bags chemicals.
205/22-8-77 49-74	Vindafjord ..	7-6-77	NIL	1 case steel fittings.
			Kassex George Mombasa	6 bundles second-hand clothing.
			Kassex Henry Mombasa	2 bundles second-hand clothing.
206/22-8-77 49-75	Clan Matheson ..	20-6-77	NIL	1 bundle second-hand clothing.
			Alpha T/6/76 Nairobi via Mombasa -/-/ 195.	1 carton tampax sanitary towels.
			Alpha IL/6/73 Nairobi via Mombasa 1/342.	2 cartons tampax sanitary towels.
			K.C. Nairobi via Mombasa A 613 A132 A781 2236 252 023.	3 reels paper.
206/22-8-77 49-75	Clan Matheson ..	20-6-77	45232 Mombasa Kenya 1/3	1 case scripto perma marker.
			Dunlop (K) Ltd. Nairobi via Mombasa or NIL	3 cartons chemicals.
208/22-8-77 49-76	Picoverde ..	12-6-77	One Blue Stripe or Nil	24 bundles building iron bars.
207/28-3-77 49-76	Wakakusa ..	12-6-77	NIL	1 pallet tin plates.
209/22-8-77 49-77	Adventure ..	2-6-77	T.C.I. Ltd. Ind/D/073/77 Ruiru via Mombasa 1.10.	10 drums chemicals.
210/22-8-77 49-77	Diego ..	30-6-77	Keipha Ltd. P.O. Box 42137 Nairobi Kenya Produce of Italy.	2 cases medicines.
163/27-6-77 49-78	Harambee ..	20-4-77	NIL	1 pallet tin plates; 5 wheel barrow tyres; 1 motor vehicle tyre; 1 piece machine parts.
473/21-2-77 49-78	Marco Polo ..	27-12-76	Athenee Kigali Rwanda 45832 via Mombasa 47.	1 carton bottled worcestershire sauce; 1 carton tinned peeled tomatoes.
			NIL	1 carton cow and gate instant cereal.
178/27-6-77 49-58	Marco Polo ..	29-4-77	NIL	96 plastic bags chemicals.
212/22-8-77 49-80	Lossie Bank ..	10-6-77	Montedison Nairobi 172/A or Nil	132 plastic bags chemicals.
			ISD KD/003 Kampala via Mombasa	1 bundle car window frames.
			NIL	1 crate cast iron pipe fittings; 3 crates cast iron pipe fittings.
474/25-10-76 49-79	Berdjansk ..	31-8-76	SAS Mr. W. Okwenja Programme Officer IPP E. Africa Regional Office P.O. Box 30734 Nairobi Kenya -/-/1 Mombasa	4 loose cisterns; 20 loose cast iron pipes; 12 loose M.H. covers with frames; 18 loose G.I. pipes; 10 loose G.I. pipes; 2 crates sanitaryware; 1 coil wire; 2 bundles steel flat bars; 14 loose steel flat bars.
211/27-6-77 49-79	Tanga ..	27-4-77		1 case bicycle parts.
				"knorr"; 1 carton chicken stock cubes for stews and soup.

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

<i>W.E.K. No. and Date</i>	<i>Ship's Name</i>	<i>Date</i>	<i>Marks and Numbers</i>	<i>Description of Goods</i>
286/1-12-75 46-84	Alexandre Grin ..	16-7-75	39/1721 Nairobi Kenya P.O. Box 46517	1 case sewing machine.
174/25-7-77 49-56	S.O. Bihar ..	11-5-77	Doshi Mombasa 13	1 case taps.
215/22-8-77 49-82	Raha	12-6-77	Rafiki Nairobi via Mombasa 6.12 ..	2 cases vices.
214/25-7-77 49-81	Vishva Marg ..	27-5-77	G.G. or C S W Mombasa -/-/ 1 ..	1 case machine spare parts.
209/22-8-77 49-77	Adventure	2-6-77	S E 1 6	6 cases kitchen knives.
213/22-8-77 49-81	Stretens	17-6-77	Foundry D68451/0326 Kuwait.. ..	1 bag chemicals.
216/27-6-77 49-82	Pleias	11-4-77	O E C Oshwal Nairobi via Mombasa	1 case plastic tubing.
187/25-7-77 49-64	Vogtland	18-5-77	NIL	1 drum chemicals.
			Makunika Unesco Ind/Micro/Animal/ SC 1/2/756 Kampala via Mombasa.	8 cases laboratory chemicals; 2 cartons laboratory chemicals.
			A.A.E. Nairobi via Mombasa ..	2 cases auto parts.
			33-781-701 43 3278-4001 1-400 1-16 Ministry of Defence Kampala Uganda.	400 motor vehicle tyres 16 cases motor vehicle tubes.

UNCLAIMED GOODS LYING IN THE CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

<i>Q. No.</i>	<i>Owner</i>	<i>Ships Name</i>	<i>Description of Goods</i>
Q.116/2-9-77	NIL	Unknown	1 piece machine part; 1 piece motor vehicle bearing; 1 piece motor vehicle spring; 5 pieces motor vehicle jacks; 5 pieces machine parts; 1 bag steel rods; 1 bag pipe fittings 1 bag electrical fittings; 1 carton electrical bulbs; 1 carton floor tiles; 3 cartons spray sealer; 1 carton foodstuffs; 2 cartons nylon nets; 1 carton electric heater; 1 carton enamelled mugs; 1 carton erasing rubber; 2 bundles soft board; 1 lot machine parts; 1 pallet tin plate.
Q.117/6-9-77	American Embassy Dsm Tanzania ..	Unknown	1 carton wine.
	E.A. Bata Shoe Co. Ltd. Limuru via Msa. P.O. Box 23 Ctn. -/-/ 1161.	Unknown	1 carton footwear.
	African Greek Orthodox Church c/o Ref. Fr. Pauls Mavisi P.O. Box 117, Vihiga via Kisumu.	Unknown	1 carton personal effects.
	5/137/0636 M&B MOH Nbi 5C597...	Unknown	1 carton medicine.
	NIL	Unknown	3 cartons mixed items; 6 cartons mixed items; 7 cartons wine.
	Can 10140 Duty Free NH 74 Naafi Eastleigh via Msa.	Unknown	2 carton soap; 1 cartons toilet paper.
	Bible Society in Kenya P.O. Box 72983 Nairobi Kenya.	Unknown	1 carton printed books.
	Med Strs Entebbe via Mombasa ..	Unknown	2 cartons medicines.
	C.I.H. (EA) Ltd. Nbi via Mombasa	Unknown	1 carton wine.
	H&MG Nbi via Mombasa	Unknown	1 carton medicine.
	Sr Redempta Makueni Sec. School P.O. Box 72, Makueni Machakos Kenya.	Unknown	1 carton medicine.
	Lea Logvane Mbale School P.O. Box 595 Maragoli Kenya E.A. Africa.	Unknown	1 carton personal effects.
	T.E. Evans Brown Roofs Balla kikow Colby c/o Smith Mackenzie Mombasa.	Unknown	1 case personal effects.
Q.119/12-9-77	Ameer 1081 Mogadiscio	Unknown	3 cartons thermos flasks.
	NIL	Olga Ulyanoya 3-7-77	4 bags second-hand clothing; 1 bag; 45 pieces second-hand shoes.
		Dolink 22-7-77	1 bag motor vehicle spanners; 1 bag mixed items.
Q.120/23-9-77	Port Police Exhibits	Exhibit No. 85/77 No. 87/77 ..	3 pieces piece goods; 1 piece piece goods.
Q.121/28-9-77	Port Police Exhibits	Exhibit No. 83/77	2 fountain pens; 2 ballpens; 5 refills.
		Exhibit No. 86/77	2 coats; 1 pair long trouser.
Q.122/30-9-77	NIL	Fides 5-9-77	1 suitcase; 4 pieces typewriter ribbons; 1 lot tin lids; 2 pieces fibre nets; 1 piece toy; 1 lot plastic tea sieves; 1 lot bolts; 1 lot gasket washers; 1 piece Singer sewing machine; 2 pieces sewing machine parts; 12 cans medicine; 12 bottles medicine; 1 bundle rubber belt; 1 roll polythene paper; 1 piece machine part.

GAZETTE NOTICE NO. 3159

THE INDUSTRIAL COURT

CAUSE NO. 34 OF 1977

Parties:—

Kenya Union of Commercial Food & Allied Workers
and
Kenya Cannery Ltd.

Issues in dispute:—

1. Services benefits.
2. Gratuity.
3. Night shift allowances.
4. Break down.
5. Bonus.
6. Lunch meals.
7. Transport.

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

2. The parties were heard in Nairobi on 4th, 11th, 12th, 13th and 14th October, 1977, and in addition to relying on their written and verbal submissions called the following witnesses to give evidence on oath:—

Claimants.—W. S. Busaka and J. Mutugu.

Respondents.—L. O. Waweru.

AWARD

3. The Notification of Dispute Form "A" dated 28th April, 1977, duly signed by the parties was received by the Court on 29th June along with the statutory certificate signed by the Labour Commissioner.

It is admitted by both parties that the industrial relations between them over a period going back to nearly 15 years have been regulated by collective agreements signed by them in respect of terms and conditions of employment of the Respondents' employees. The latest of such agreements was signed by the Claimants and the Respondents on 5th November, 1975, and is effective from 1st October, 1975, and remains in force until 30th September, 1978.

The above agreement was then registered by the Industrial Court in accordance with the relevant provisions of the Trade Disputes Act under entry RCA 135/75.

The above collective agreement came about after the Claimants had forwarded to the Respondents on 25th July, 1975, their proposed amendments to the previous collective agreement. These proposals not only touched all existing items already in the agreement but introduced new items as well. The Claimants' demands on these new items were as follows:—

"1. *Service benefits.*—Every permanent employee resigning from the company or retired by the company shall get three months pay for every completed year to compensate his/her years of service with the company.

2. *Tools allowance.*—All mechanics using their own tools during working time shall get an allowance of Sh. 500 p.m. to compensate their tools or alternatively the company should buy tools.

3. *Night shift.*—Any employee who is committed to night shift from 6 p.m. to 6 a.m. shall get an allowance shift of 30 per cent of employee salary.

4. *Break down.*—Break down shall be applicable to every employee whether seasonals, casuals or payrolls. The company shall pay a compensation for the hours spent or lost during break down.

5. *Transport.*—An introduction of buses to be used instead of the current lorries as a transport, for workers to and from the company. This will apply to day and night shifts employees due to the distance for those who are living in Thika.

6. *Lunch.*—All employees to get lunch within the company's canteen but those staying almost within the company's premises shall get their lunch in their respective residences. Lunch shall be supplied free plus tea.

7. *Uniforms.*—Every employee including casual, seasonal and payrolls shall be given two pairs of uniform per year plus laundry, a bar of soap every month. Casual shall return their uniforms when required.

8. *Bonus.*—To be applicable under production of each section."

On 3rd October, 1975, the Claimants reported a trade dispute to the Minister for Labour on 17 items including all those which are before the Court in this dispute. As a result of subsequent developments which resulted in the parties reapplying their minds to the issues in dispute they reached and signed an agreement on 5th November, 1975. This agreement is signed on behalf of the Claimants by their assistant secretary-general, G. S. Ongero, W. S. Busaka, the Claimants' branch secretary at Thika and six of their shopstewards, namely—Messrs. Mwangi Kibicho, Ochieng, Omolo, Nelson Kariuki, Moses Ngure, Erastus Kioni, and Nyoike Githinji.

On 21st November, 1975, the Chief Industrial Relations Officer, Ministry of Labour, referred in a letter to the Respondents to the trade dispute which had been reported by the Claimants on 17 items on 3rd October, 1975, and stated that the Claimants' deputy secretary-general had informed him that the parties had already signed a collective agreement which had been lodged with the Ministry for registration and that to the best of their knowledge no dispute exists.

On 25th November, 1975, G. S. Ongero wrote the following letter to the Chief Industrial Relations Officer:—

"We refer to your letter dated 21st November, 1975, reporting to us of your discussion with our deputy secretary-general. It is true we have signed the Agreement with Kenya Cannery Ltd. and it is being registered on 28th November, 1975. We confirm to you we have no dispute therefore the matter stand as closed, as no dispute exist on terms."

This dispute stems from the Claimants' contention that when their present collective agreement was signed on 5th November, 1975, they had verbally agreed with the Respondents that negotiations on the items now before the Court would continue and in the event of a deadlock they would be referred to the Court. In support of this they relied on the minutes of a meeting held on 27th May, 1976, where under Minute 43/76 there is a reference to and a discussion on the eight new items. It is recorded in that minute "the management representatives gave the union the answers which were given at the time the contract was under negotiations. These were . . .".

The Claimants submitted that there was a gentleman's agreement between them that negotiations would continue on these items notwithstanding the formalization of the collective agreement on 5th November. They further pointed out that the fact that the Minister for Labour subsequently accepted the dispute on these items and its further reference to the Industrial Court clearly shows that there was a deadlock between the parties on these items.

During the hearing the Claimants made extensive submissions on the various issues in dispute which the Court does not intend to go into at this stage as the Respondents have made a first submission in which they stated that the Claimants had traded in all these items and secured other benefits in their place which were incorporated in the current collective agreement. As such they should not be allowed to raise these items as a fresh dispute and should wait for the expiry of the current collective agreement before reviving them.

The Court had forwarded the parties' submissions to the Employment Promotion Division for a factual report and analysis *vis-à-vis* the Guidelines. This report was before the Court and the parties who made appropriate comments thereon.

To begin with the Court is satisfied that the items in dispute involve expenditure running into millions of shillings if an award is made in favour of the Claimants. The dispute before the Court covers approximately two thousand unionizable employees in the Respondents' factory section and any award on these items is bound to have an effect on the 3,500 plantation workers also employed by them.

The Court notes that the Claimants' demand on night shift allowance if granted would amount to additional cost over and above the present annual wage bill of Sh. 2.34 million irrespective of whether or not there is increased productivity.

As far as bonus is concerned, apart from the other important submissions like whether or not this item is negotiable the fact remains that at present no increases are permissible based on productivity increases—such productivity increases can only be justified after 1st January, 1978, and that also under certain conditions which need not be gone into in this dispute.

If the Respondents were asked to provide free meals to the factory employees as demanded by the Claimants then the subsidy could be well above Sh. 135,000 per year over and above the present labour costs.

Transport for 2,000 factory employees along the lines demanded by the Claimants would require approximately 33

60-seater buses at a cost of roughly Sh. 350,000 for each bus amounting to a total of Sh. 11.6 million excluding overhead costs in terms of insurance, fuel, maintenance, etc.

Having found that the present dispute is seriously subject to the Guidelines which have been issued by the Minister for Finance the Court must now proceed to decide whether or not the Claimants are justified in their approach in this dispute.

It is inconceivable that such important items the cost of which if allowed would run into millions of shillings would be left over by the parties for further negotiations when they concluded an agreement on one of the most important items in the collective agreement, i.e. wage and salary increases.

The Court has carefully considered the Claimants' submission that they did not reduce to writing their agreement with the Respondents to continue discussions on these items even after the signing of the collective agreement because they expected the Respondents to act in good faith. The Claimants' witness, Busaka, had no answer in cross examination as to why this further undertaking was not obtained in writing. Against this the Respondents' witness, Waweru, who is the departmental head of the industrial relations section categorically stated that there was no such undertaking given at the time of the signing of the collective agreement or prior to or after that. He stated that a lot of time was spent on the Claimants' demands and in the spirit of give and take these issues were traded in by the Claimants for wage increases and other allowances.

Out of the six shopstewards who had signed the current collective agreement no one was called to give evidence but the Claimants called a newly elected shopsteward. The Court finds his evidence of no help in this dispute and the Court has to decide whether Busaka or Waweru is telling the truth.

In view of the fact that the Claimants had reported a dispute to the Minister for Labour on 3rd October, 1975, on 17 items which included the items now before the Court and which they subsequently withdrew by informing the Chief Industrial Relations Officer that to the best of their knowledge no dispute existed the Court has no hesitation in finding that Waweru is telling the truth on this point.

G. S. Ongero's letter on behalf of the Claimants dated 25th November, 1975, in which he confirmed to the Chief Industrial Relations Officer that the Claimants had no dispute and the matter stood as closed puts the issue beyond any doubt. Ongero's exact words are:—

"We confirm to you we have no dispute therefore the matter stand as closed as no dispute exist on terms."

The Court finds Ongero's explanation that in this letter he had referred to the old items in the previous collective agreement and that the new items were still in dispute to say the least most pathetic. The Court does not accept his explanation and finds that when the parties concluded the collective agreement and signed it on 5th November, 1975, all the Claimants' proposals were taken care of in that they succeeded on some and lost on others or to use the more familiar words some of the items were "traded in" for other benefits secured regarding wages and salaries and allowances.

Regarding the negotiations on job classification that were carried out by the parties after the signing of the collective agreement the position is quite different. The parties agreed in the collective agreement of 5th November, 1975, that the job classification exercise could be carried out. The exact agreement on this item is as follows:—

"2. Job Classification:—

- (a) Should there be any change in the classification of an employee or a group of employees then the Union Representative on their behalf may request a review of the re-classification and a brief written statement by the Union Representative of the reasons for this request must be given. Should the company vary the grade of any classification the employee or employees thereby affected must be notified at least a week before the variation is implemented and a brief reason for the variation must be given.
- (b) The rates for each classification grade as laid down in Appendix "A" do not include housing allowance. No employee shall suffer any reduction in his/her pay as a result of changes in classification rates."

The Court's finding is further reinforced by the following amendment to Minute 33/76 appearing in the minutes of a meeting held between the parties on 27th May, 1976:—

"Amendment: Minute 33/76—last paragraph was amended to read: The Assistant Secretary-General reacted against this demand and remarked that all the items mentioned above

had been discussed earlier. He pointed out that those items had been included in the original demands and can be discussed at a later date."

Regarding the earlier discussion stated in this minute the Court can trace no such discussion after 5th November, 1975, which means that it was conceded that these items were discussed prior to the signing of the collective agreement.

Regarding the tools allowance which the Claimants stated was agreed after the collective agreement was signed the Court is satisfied that the agreement on this particular item was reached on 23rd October, 1975.

The Court has been greatly disturbed by this dispute as it is an attempt to undermine the system of collective agreements which has developed over the years in Kenya much to the advantage of the workers and the employers in that after signing a collective agreement they can look forward to stable industrial relations during its life. If the Court had allowed the Claimants to succeed in this attempt it would have been chaotic because it would have set a precedent for the future whereby either party could sacrifice certain items in order to secure a speedy settlement on the others only to revive them soon after the signing of the collective agreement. The Court cannot allow a situation to develop which would undo all that has so painstakingly been developed over the years. The Court must add that it can vary a collective agreement during its life time but the Court has repeatedly pointed out in the past that it will do so only when exceptional circumstances arise like the unprecedented inflation that hit the country in 1973. In the present dispute the Court cannot find any exceptional circumstances to justify awarding a supplementary agreement to a collective agreement which the parties have voluntarily negotiated.

The main reason why this dispute has reached this stage appears to be the inability of the national officials dealing with these particular negotiations to control the newly elected/returned shopstewards and explain to them firmly the mechanics of the collective bargaining system. The Court hopes that the national officials will take steps to curb the tendency whereby the shopstewards take complete control of the matter in preference to the national officials.

In rejecting the Claimants' demands the Court would not like to go into the merits of these items and the Court directs that the collective agreement which has been signed by the parties on 5th November, 1975, and which is due to expire on 30th September, 1978, should be allowed to run its full life when the Claimants will be at liberty to make their demands on the items in dispute before the Court now along with their other proposals. The Claimants must wait for the collective agreement to expire and the Court reserves its ruling on the items in dispute until such time as they come before the Court after the collective agreement expires next year. In the meantime the Claimants' demands stand rejected.

The Court would like to make a comment on the question of transport. The Respondents have produced a letter from their Plantation Manager to which they have attached summary outlines of a three-year housing programme they plan to embark upon beginning in June, 1978. This three-year programme will cost Sh. 12,334,000 and the Respondents hope that it will provide adequate housing for their present personnel as well as additional employees who are needed but cannot be employed until housing is provided for them. In view of this the Court would advise the Claimants and the Respondents that they should try to improve the present transport facilities with a view to providing some seating accommodation therein and to preventing these carriers from being overcrowded. The Court would like to suggest that the Respondents and the Claimants' branch officials and shopstewards have a role to play in ensuring that workers do not get into these lorries beyond the numbers which can be carried safely. The practice of 150 people getting into one lorry which at the most can carry between 50 and 60 persons standing, must stop immediately. This is a matter which the parties should be able to sort out if need be with the help of the Chief Industrial Relations Officer, Ministry of Labour.

Given in Nairobi this 31st day of October, 1977.

SAEED R. COCKAR,

Judge.

Z. M. ANYIENI,

Deputy to the Judge.

J. M. MUCHURA,

Member.

GAZETTE NOTICE No. 3160

THE INDUSTRIAL COURT

CAUSE No. 37 OF 1977

Parties:—

Kenya Union of Commercial Food & Allied Workers
and

Kenya Co-operative Creameries Ltd.

Issue in Dispute:—

Articulated Drivers Overtime.

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

2. The hearing of the dispute was fixed for 18th October, 1977.

On 4th October, 1977 at the parties request the dispute was stood over generally as a settlement was indicated.

On 18th October, 1977, the parties confirmed to the Court that they had settled the dispute and requested the Court to make an award by consent.

AWARD

3. At the request of the parties and with their consent, the Court awards that:—

1. Articulated and Refrigerated Vehicle drivers be individually granted a special allowance of Sh. 35 per day for excess hours worked during the normal working days while on safari.
2. Those who report for duty and are required to remain within the company premises, without going on safari for more than the normal working hours, be paid overtime in accordance with clause (4) of the principal Collective Agreement.

Given in Nairobi this 18th day of October, 1977.

SAEED R. COCKAR,
Judge.

Z. M. ANYIENI,
Deputy to the Judge.

F. E. CHOGO,
Member.

GAZETTE NOTICE No. 3161

THE INDUSTRIAL COURT

CAUSE No. 39 OF 1977

Parties:—

Kenya Union of Commercial Food and Allied Workers
and

Kirinyaga District Co-operative Union Ltd.

Issue in Dispute:—

Dismissal of Erasmus Muriithi.

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

2. The hearing of the dispute was fixed for 25th and 26th October, 1977.

On 25th October, 1977 the parties informed the Court that they had settled the dispute and requested the Court to make an award by consent.

AWARD

3. At the request of the parties and with their consent, the Court awards that:—

1. Erasmus Muriithi should be paid by the Respondents six months' salary to compensate him for wrongful termination in addition to terminal benefits if any.
2. The above benefits are in full and final settlement of this dispute.

Given in Nairobi this 25th day of October, 1977.

SAEED R. COCKAR,
Judge.

Z. M. ANYIENI,
Deputy to the Judge.

J. M. MUCHURA,
Member.

GAZETTE NOTICE No. 3162

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. 398 OF 1977

By Sawran Kaur of P.O. Box 10486, Nairobi in Kenya, the widow of the deceased and the executrix named in his will, through G. S. Pall, advocate of Nairobi, for a grant of probate of the will of Santokh Singh Chana also known as Santokh Singh Sham Singh Chana and Santokh Singh son of Sham Singh of Nairobi aforesaid who died at Nairobi on the 14th day of June, 1976.

(2) CAUSE No. 371 OF 1977

By Ahmed Ali Mubarak also known as Ahmedali Ahmed Mubarak the duly constituted attorney of Fiasal Saidali Mubarak of Aden through M. A. Khan, advocate of Nairobi, for a grant of letters of administration intestate of the estate of Saidali Mubarak also known as Saidali Ahmed Mubarak of Aden aforesaid who died there on the 19th day of March, 1972.

(3) CAUSE No. 399 OF 1977

By Standard Bank Limited of P.O. Box 30299, Nairobi in Kenya, the executor named in the will of the deceased, through Messrs. Daly & Figgis, advocates of Nairobi, for a grant of probate of the will of Steen Juul Jensen of Kitale in Kenya who died at Kitale on the 3rd day of October, 1976.

(4) CAUSE No. 374 OF 1977

By (1) Jayantilal Raichand Shah of P.O. Box 51, Thika in Kenya and (2) Harshadkumar Amritlal Shah of P.O. Box 49818, Nairobi in Kenya, the son and son-in-law respectively of the deceased and the two surviving executors named in the will of the deceased, through Messrs. G. J. Amin & Patel, advocates of Nairobi, for a grant of probate of the will of Raichand Virpal Shah of Thika aforesaid who died on the Thika Road, at Juja in Kenya on the 3rd day of July, 1976.

(5) CAUSE No. 379 OF 1977

By Alex Ojuang Okuto of P.O. Box 30530, Nairobi in Kenya, the eldest brother of the deceased, through Odhiambo M. T. Adala, advocate of Nairobi, for a grant of letters of administration intestate of the estate of George Okoth Okuto of Nairobi aforesaid who died at Nairobi on the 8th day of June, 1976.

(6) CAUSE No. 323 OF 1977

By Meghji Samat (also known as Merag Samat Raja Shah) of P.O. Box 98685, Mombasa in Kenya, one of the executors named in the deceased's will, through Messrs. Amin & Patel, advocates of Nairobi, for a grant of probate of the will of Lalji Jetha Shah of Nairobi aforesaid who died at Nairobi on the 6th day of December, 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 18th day of November, 1977.

M. F. PATEL,
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. 3163

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
304/77	Lawrence Mwaniki	Kagaari Location P.O. Box 6051 Runyenjes Embu.	23-9-76	Intestate
147/76	Timothy Nguni Mwai	Pumwani, Plot No. 44, Nairobi.	15-8-59	Intestate
279/73	Ali Mohamed Zaid	Kibera, Nairobi	26-5-73	Intestate
247/77	Wambua Mutebu	Kilungu Location Ivaini Village, P.O. Sultan Hamud, Machakos District.	10-9-76	Intestate
249/77	Gerald Othieno	P.O. Box 310, Tororo.	13-7-75	Intestate

Nairobi,
28th October, 1977.

L. J. WOODBURN,
Assistant Public Trustee.

GAZETTE NOTICE NO. 3164

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. 89 OF 1977

By Swaleh Hamed Swaleh, of Plot No. 527 Lamu in Kenya the son of the deceased for grant of letters of administration intestate of the estate of Salim Binti Athman Bin Yusuf of Lamu aforesaid, who died on the 27th day of May, 1970.

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

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

Mombasa,
17th August, 1977.

GAZETTE NOTICE NO. 3165

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

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

CAUSE No. 120 OF 1977

By Zulfikarali Badrudin Mussa Jetha of P.O. Box 81245, Mombasa in Kenya, the executor named in the will of the deceased, through Messrs. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa in Kenya for a grant of probate of the will of the late Badrudin Mussa Jetha of Mombasa in

Kenya, who died on the 26th day of January, 1977 at Mombasa in Kenya.

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

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

Mombasa,
18th October, 1977.

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

GAZETTE NOTICE NO. 3166

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

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

CAUSE No. 121 OF 1977

By Abdulaziz Mohamed Maawiya of P.O. Box 90264 Mombasa, Coast Province in the Republic of Kenya the executor named in the will of the deceased, through Messrs. Sachdeva & Co., advocates of Mombasa aforesaid, for grant of probate of the will of the late Maawiya Mohamed Maawiya of Lamu, who died at Lamu on the 18th day of September, 1977 testate.

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

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

Mombasa,
19th October, 1977.

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

GAZETTE NOTICE NO. 3167

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

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

CAUSE No. 123 OF 1977

By Naginbhai Khodabhai Patel, of P.O. Box 82827, Mombasa in Kenya, the duly constituted attorney of the widow and three major children of the deceased, through Messrs. Nagin Patel & Patel, advocates of Mombasa, for a grant of letters of administration intestate of the estate of Kanjibhai Lal-bhai Patel, late of Mombasa aforesaid, who died at Mombasa on the 4th day of December, 1972.

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

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

Mombasa,
19th October, 1977.

GAZETTE NOTICE NO. 3168

IN THE HIGH COURT OF KENYA AT KISUMU
PROBATE AND ADMINISTRATION

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

CAUSE No. 9 OF 1977

By Verendra Ramji Maghii Hemkunbarben widow of Ramji Meghji Gudka and of Plot No. 22 Section VII Kisii P.O. Box 554 Kisii for grant of probate of the will of the late Ramji Maghji Gudka of Kisii who died at Kisumu on the 12th day of September, 1976 through Messrs. K. P. & Raichura, advocates Kisumu.

This Court will proceed to issue the same unless cause is shown to the contrary and appearance entered within 21 days from the date of publication of this notice in the Kenya Gazette.

D. K. S. AGANYANYA,
*Deputy Registrar,
High Court of Kenya,
Kisumu.*

N.B.—The will mentioned above is deposited in Court and is open for inspection at Court.

GAZETTE NOTICE No. 3169

IN THE HIGH COURT OF KENYA AT KISUMU PROBATE AND ADMINISTRATION

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

CAUSE No. 10 OF 1977

By Shantideri daughter of Sadarang Batra of Plot No. 627 Section XL Otuoma Street Kisumu, for a grant of probate of the will of the late Mulkraj Rajpal of P.O. Box 19, Kisumu who died at London on the 4th day of June, 1976; through J. Morzeria, advocate, Oginga Odinga Street P.O. Box 532, Kisumu.

This Court will proceed to issue the same unless cause is shown to the contrary and appearance entered within 21 days from the date of publication of this notice in the Kenya Gazette.

D. K. S. AGANYANYA,
*Deputy Registrar,
High Court of Kenya,
Kisumu.*

N.B.—The will mentioned above is deposited in Court and is open for inspection at Court.

GAZETTE NOTICE No. 3170

MISS MARY ELIZABETH ROCHE, DECEASED

NOTICE is hereby given pursuant to section 28 of the Trustee Act (Cap. 167) that any person having a claim against or an interest in the estate of the late Miss Mary Elizabeth Roche of P.O. Box 607, Nakuru, who died at Nakuru on the 21st September, 1977, is hereby required to send particulars in writing of his or her claim or interest to Barclays Bank International Limited, Trustee Branch, P.O. Box 30356, Nairobi, before the 31st December, 1977, after which date the executors will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which they have had notice, and will not as respects the property so distributed be liable to any person of whose claim they shall not then have had notice.

Dated this 24th day of October, 1977.

BARCLAYS BANK INTERNATIONAL LTD.,
*Trustee Branch,
P.O. Box 30356, Nairobi.*

GAZETTE NOTICE No. 3171

THE COMPANIES ACT

(4) NOTICE OF INTENDED DIVIDEND (Rule 107 (1) (4))

IN BANKRUPTCY AND WINDING-UP CAUSE No. 4 OF 1972
Re: *Motor and General Insurance Company Limited*
(In Liquidation)

Name of company.—Motor and General Insurance Company Limited.

Address of registered office.—Gloucester House, Tom Mboya Street, Nairobi.

Registered postal address.—P.O. Box 49639, Nairobi.

Nature of business.—Motor Insurance.

Court.—High Court of Kenya at Nairobi.

No. of matter.—Bankruptcy and Winding-up Cause No. 4 of 1972.

Last day for receiving proofs.—11th November, 1977.

Name of liquidator.—Official Receiver.

Address.—The Office of the Official Receiver, State Law Offices, Harambee Avenue, P.O. Box 30031, Nairobi.

Nairobi,
21st October, 1977.

M. L. HANDA,
*Deputy Official Receiver and
Liquidator.*

GAZETTE NOTICE No. 3172

THE SOCIETIES RULES

(Cap. 108, Sub. Leg.)

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

- the societies listed in the First Schedule hereto have been registered;
- the societies listed in the Second Schedule hereto have been refused registration, and
- the registration of 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
Printpak/Standard Sports Club	17-10-77
Kaveye Welfare Society	17-10-77
Kenya Association for Agriculture Economists ...	19-10-77
Joytown Old Students Association	25-10-77
Sundwar Welfare Society	25-10-77
National Association for Orthopaedic Technologists in Kenya	26-10-77
Kenya Young Muslim Association	26-10-77
Kagak Youth Association	26-10-77

SECOND SCHEDULE

Name of Society	Date of Refusal
Power of Jesus Around the World Mombasa Branch	15-10-77
Kenya Baraka Church of God	15-10-77
Hoeisi Day and Night Club	15-10-77
N.K. Bar Restaurant Day and Night Club	15-10-77
Kayu Day and Night Club	15-10-77
Katwala Welfare Society	15-10-77
Nooka Water Project Fund	15-10-77
Cornestone Ministry Kenya	15-10-77
Akamba Schools Parents Association	15-10-77
Ex-Mentally Sick Association of Kenya	15-10-77

THIRD SCHEDULE

Name of Society	Date of Cancellation
Nairobi Kimathi Market Society Kariobangi Branch	21-10-77

Dated this 28th day of October, 1977.

J. ALLAN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 3173

THE SOCIETIES ACT

(Cap. 108, Sub. Leg.)

PURSUANT to section 14 (1) of the Societies Act (Cap. 108) having reason to believe that the society listed in the Schedule hereto has ceased to exist, the Registrar of Societies hereby calls upon the said society to furnish him with proof of its existing within three months from the date hereto.

SCHEDULE

Mnarani Club.

Dated this 28th day of October, 1977.

J. ALLAN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 3174

THE SOCIETIES ACT

(Cap. 108, Sub. Leg.)

PURSUANT to rule 14 of the Societies Rules, notice is hereby given that the exemption from registration of the societies listed in the Schedule hereto have been rescinded.

SCHEDULE			Date of Rescission
Name of Society			
Kenya Arts and Crafts Society	25-10-77
Abaluhya Football Club	26-10-77

Dated this 28th day of October, 1977.

J. ALLAN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 3175

(CS/808)

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490)

CLOSURE OF LIQUIDATION

Re: *Msambweni Digo Farmers Co-operative Society Limited.*
(In Liquidation)

WHEREAS the registration of the above-named society was cancelled by an Order made on the 6th day of January, 1977 and which Order became effective on the same date 6th day of January, 1977 and whereas the said society has no assets nor is there evidence of any creditors.

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

Given under my hand at Nairobi this 24th day of October, 1977.

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

GAZETTE NOTICE No. 3176

(CS/502)

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490)

CLOSURE OF LIQUIDATION

Re: *Enzai Poultry Keepers Co-operative Society Ltd.*
(In Liquidation)

WHEREAS the registration of the above-named society was cancelled by an Order made on the 9th day of November, 1976 and which Order became effective on the same date 9th day of November, 1976 and whereas the said society has no assets nor is there evidence of any creditors.

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

Given under my hand at Nairobi this 24th day of October, 1977.

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

GAZETTE NOTICE No. 3177

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 Mwendiwega Co-operative Savings and Credit 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.—Danson Karingi.

Vice-Chairman.—Symon Karoki.

Secretary.—Justus N. Murage.

Treasurer.—James Mwai.

Members:—

Hoseah R. Chiuti,
Benson Kinga,
Jacob G. Mugo,
Stanley K. Koigi,
Festus M. Daniel;

and subsequently appoint the following persons to manage the affairs of the said Mwendiwega Co-operative Savings and Credit Society Limited for a period of 12 months commencing from the date of this notice:—

Chairman.—District Officer II, Kirinyaga.

Vice-Chairman.—Francis Muchiri.

Secretary.—Joseph Wambugu.

Treasurer.—Joseph Muriuki.

Member.—Agricultural Finance Corporation, Branch Manager, Kirinyaga.

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 25th day of October, 1977.

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

GAZETTE NOTICE No. 3178

THE PAN AFRICA INSURANCE COMPANY LIMITED,
MOMBASA

(Incorporated in Kenya)

LOSS OF POLICY

Policy No. 64694 for Sh. 10,000 on the life of Mrs. Peninah J. Kimengich, Kituro Full Primary School, P.O. Kabarnet, Via Nakuru, 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.

S. D. MUGASIA,
Life Manager,
P.O. Box 90383,
Mombasa.

Mombasa,
24th October, 1977.

GAZETTE NOTICE No. 3179

THE PAN AFRICA INSURANCE COMPANY LIMITED,
MOMBASA

(Incorporated in Kenya)

LOSS OF POLICY

Policy No. 65491 for Sh. 8,000 on the life of Leonard Ochieng and Mrs. Sophia Ochieng, Apondo School, P.O. Ahero, Via Kisumu, 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.

S. D. MUGASIA,
Life Manager,
P.O. Box 90383,
Mombasa.

Mombasa,
24th October, 1977.

GAZETTE NOTICE No. 3180

THE COUNTY COUNCIL OF TURKANA

RECEIPTS BURNT

IT IS hereby notified for general information of the public that the underlisted receipts have been reported burnt at Kerio Trading Centre and the council treats them as cancelled and invalid:—

(a) Miscellaneous receipt, original and duplicate copies Nos. 701-750.

(b) Poll Tax receipts, original and duplicate copies Nos. 7007-7050 and 7051-7100.

P. D. EDAAN,
Acting Clerk/Treasurer.

GAZETTE NOTICE No. 3181

THE CITY COUNCIL OF NAIROBI
THE LOCAL GOVERNMENT REGULATIONS, 1963
(Regulation 175)

SEWER—PROVISIONAL APPORTIONMENT

SCHEME: MUTHAIGA VALLEY TRUNK SEWER AND RETICULATION

WHEREAS the City Council of Nairobi at its water and sewerage committee meeting held on 8th September, 1977 resolved that the Provisional Apportionment of the cost of constructing sewer, Muthaiga Valley trunk sewer and reticulation sewerage scheme be approved and Town Clerk be authorized to serve provisional apportionment notice on the plot owners concerned.

AND WHEREAS such notices have been sent by registered post to the last known postal address of those owners AND WHEREAS full details of the apportionment in respect of the above-mentioned plots are set out below.

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

Serial No.	Plot No.	Name	Area Acres	Total Cost	Cost per Acre	Apportionment
						Sh. cts.
1.	209/870/9	E.A. External Telecommunications Co. Ltd., Box 30488, Nairobi	0.9353			12,879 75
2.	209/870/8	V. H. Gidoomal, P.O. Box 40199, Nairobi	0.8952			12,327 55
3.	214/291	E. R. M. and B. Hart, P.O. Box 46518, Nairobi	1.41			19,416 75
4.	214/341	E. R. M. and B. Hart, P.O. Box 46518, Nairobi	1.030			14,183 85
5.	214/509	Government of the Kingdom of Sweden, Box 40432, Nairobi	1.006			13,853 35
6.	214/482	Dharm Parksh and Romila, P.O. Box 41550, Nairobi	1.647			22,680 40
7.	214/511	Butt'n Ben Ltd., P.O. Box 30029, Nairobi	1.018			14,018 60
8.	214/512	Butt'n Ben Ltd., P.O. Box 30029, Nairobi	1.002			13,798 30
9.	214/513	Butt'n Ben Ltd., P.O. Box 30029, Nairobi	1.461			20,119 05
10.	214/510	Commeadow-Larkman and Co. Ltd., P.O. Box 30515, Nairobi	1.023			14,087 45
11.	214/292	Kenya Breweries Ltd., P.O. Box 30161, Nairobi				15,147 80
12.	214/293	Victor Dessberg, 3535 Jaffa Drive Sarasota FL 33579, U.S.A.	1.25			17,213 40
13.	214/288	Mr. W. Mather, a/c Ann M. Potter, P.O. Box 46432, Nairobi	1.66			22,859 45
14.	214/548	A. Mamujee and Others, P.O. Box 45318, Nairobi	1.103			15,189 15
15.	214/547	Vinodhurnar Mohindra, P.O. Box 41832, Nairobi	0.899			12,379 90
16.	214/290	Confederation of Switzerland, P.O. Box 20008, Nairobi	1.46			20,105 30
17.	214/342	S. K. Kiara and Another, P.O. Box 40326, Nairobi	1.56			21,482 35
18.	214/420	Kenya Airways, P.O. Box 30030, Nairobi	2.00			27,541 50
19.	214/343	Mr. Joseph Gatuiria, P.O. Box 30007, Nairobi	1.04			14,321 55
20.	214/421	Standard Bank Ltd, P.O. Box 30003 Nairobi	1.161			15,987 85
21.	214/541	Mary Olivia Bromeley, P.O. Box 30739, Nairobi	0.902			12,421 20
22.	214/542	A. A. Parrissis, P.O. Box 30134, Nairobi	0.902			12,421 20
23.	214/543	S. George and N. K. Dhanani, P.O. Box 12692, Nairobi	2.3			31,672 70
24.	214/91	Trustees of W. H. E. Edgley, P.O. Box 41842, Nairobi	2.437			33,559 30
25.	214/198	Trustees of W. H. E. Edgley, P.O. Box 41842, Nairobi	3.500			48,197 60
26.	214/552	M/S Noordin and Others, P.O. Box 10042, Nairobi	2.0455			28,168 05
27.	214/553	L. S. Rozsa, P.O. Box 42309, Nairobi	1.2142			16,720 45
28.	214/613	Kenya Breweries Ltd., P.O. Box 30161, Nairobi	1.0776			14,839 35
29.	214/614	Kenya Breweries Ltd., P.O. Box 30161, Nairobi	1.1589			15,958 90
30.	214/550	S. J. L. Zake, P.O. Box 46535, Nairobi	0.977			13,454 00
31.	214/554	J. F. Rozsa and Another, P.O. Box 42309, Nairobi	1.3506			18,598 75
32.	214/555	L. J. D. Rozsa, P.O. Box 42309, Nairobi	1.1675			16,077 35
33.	214/562	T. F. Stolberger, P.O. Box 46847, Nairobi	1.1737			16,162 70
34.	214/564	Bentley Tollemache, P.O. Box 20500, Nairobi	0.8228			11,330 55
35.	214/565	Bentley Tollemache, P.O. Box 20500, Nairobi	1.0265			14,135 65
36.	214/385	M/S Noordin and Others, P.O. Box 10042, Nairobi	3.100			42,689 30
37.	214/286	F. Dantasilia and Another, P.O. Box 40097, Nairobi	1.06			14,597 00
38.	214/287	Visense Ltd., P.O. Box 41746, Nairobi	2.130			29,331 70
39.	214/403	Peter L. Howard and Another, P.O. Box 40228, Nairobi	1.390			19,141 35
40.	214/402	Lion Enterprise Establishment, P.O. Box 41951, Nairobi	1.009			13,894 70
41.	209/193	A. W. Sheikh and Others, P.O. Box 40338, Nairobi	1.211			16,676 35
		(part)				
42.	214/596	Insurance Company of East Africa, P.O. Box 46143, Nairobi	3.1875			43,894 25
43.	214/597	The Standard Bank Nominees (E.A.) Ltd., P.O. Box 30299, Nairobi	1.00			13,770 75
44.	214/600	The Standard Bank Nominees (E.A.) Ltd., P.O. Box 30299, Nairobi	1.0002			13,773 50
45.	214/599	The Standard Bank Nominees (E.A.) Ltd., P.O. Box 30299, Nairobi	1.621			22,322 35
46.	214/598	The Standard Bank Nominees (E.A.) Ltd.	1.5829			21,797 70
			65.0074			895,200 00

GETONGA,
Town Clerk.

GAZETTE NOTICE No. 3182

THE KITUI COUNTY COUNCIL
SUPPLEMENTARY VALUATION ROLL, 1976
KITUI TOWNSHIP AND KALUNDU MARKET

NOTICE is hereby given that objections having not been received to the Supplementary Valuation Roll, 1976, for the Kitui County Council, the Roll was signed and certified in accordance with section 11 (2) of the Valuation for Rating Act (Cap. 266) and now becomes the Supplementary Roll, 1976, for Kitui Township and Kalundu Market.

G. M. MUSYOKA,
for Clerk to the Council,
County Offices,
P.O. Box 33, Kitui.

Kitui,
26th October, 1977.

GAZETTE NOTICE No. 3183

THE KITUI COUNTY COUNCIL
KITUI TOWNSHIP

1977 SUPPLEMENTARY PUBLIC LAND VALUATION ROLL
AND

1977 SUPPLEMENTARY PRIVATE LAND VALUATION ROLL
KALUNDU MARKET

1977 SUPPLEMENTARY PRIVATE LAND VALUATION ROLL

NOTICE is hereby given that the above Rolls for the year 1977 in respect of Kitui County Council (Kitui Township and Kalundu Market) have been laid before a meeting of the Kitui County Council and are now available at the office of the Council for public inspection during normal office hours.

Under section (11) paragraph 10 (1) any person (including a local authority or any person generally or specially authorized in that behalf by the authority) who is aggrieved—

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

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

Dated at Kitui this 27th day of October, 1977.

G. M. MUSYOKA,
for Clerk,
Kitui County Council,
County Offices,
P.O. Box 33, Kitui.

GAZETTE NOTICE No. 3184

MINISTRY OF AGRICULTURE VETERINARY SERVICES DIVISION

TENDER No. 24/77 (1924)

THE Veterinary Services Division of the Ministry of Agriculture invites tenders for the supply of following equipment:—

Twelve refrigerators, 8 microscopes, miscellaneous laboratory equipment, clinical equipment, technical books.

The purchase of this equipment is to be financed by the European Economic Community and it is required that the equipment be manufactured in one of the member states or in an ACP state in accordance with the Lome Convention.

Full details of the tender documents forms may be obtained from the undersigned during working hours.

Prices quoted must be net including sales tax and any tax that may arise and price should be firm for 90 days from closing date of this tender.

Tenders must be sealed in plain envelopes so as to reach the Director of Veterinary Services, Veterinary Research Laboratory, P.O. Kabete not later than 12 noon on Monday, 19th December, 1977 or be placed in a tender box provided in the Main Registry in room No. 34.

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

A. M. OMOLO,
Supplies Officer,
for Director of Veterinary Services.

GAZETTE NOTICE No. 3185

MINISTRY OF WATER DEVELOPMENT

SUPPLY TENDER No. 11/77-78

Supply of Water Treatment Chemicals

TENDERS are invited for supply of Aluminium Sulphate and Hydrated Lime for Water Treatment to be called up as required during the period of 1st January, 1978 to 31st December, 1978.

Tender documents giving full details of conditions, specifications and instructions may be obtained from Room No. B6 in the office of the Director, Water Development, Workshop Road, Nairobi.

Price quoted must be in Kenya Shillings duty paid and include sales tax, and must remain firm during the period of the contract except for those changes which may from time to time be approved by Government.

Tenders must be enclosed in plain envelopes marked clearly "Supply Tender No. 11/77-78" addressed to reach the Director, Water Development, P.O. Box 30521, Nairobi on or before 25th November, 1977, at 10.00 a.m. or may be placed in Tender Box provided in Room No. B6 of the main Registry of the Ministry of Water Development, Workshop Road, Nairobi.

It is strongly emphasized for tenderers benefit that any tender not correctly addressed and endorsed will be rejected. Similarly

any tender received after the stated time and date will not be considered. Further it is emphasized strongly that no other markings such as the name of the tenderer or his return address should appear on the envelope and failure to observe this rule will cause the tender to be rejected.

The Government will not entertain any correspondence on the rejected tenders.

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

E. A. NGUNYA,
Director, Water Development.

GAZETTE NOTICE No. 3186

MINISTRY OF WATER DEVELOPMENT

TENDER NOTICE

Tender No. 56/77-78

135m³ Tank for Perani Water Supply

TENDERS are invited for the construction of a 135m³ masonry tank at Perani Water Supply in Kwale District, Coast Province, Kenya.

Contractors who are registered with Ministry of Water Development and are approved for this type of work may collect the tender documents from the Secretary, Coast Province Tender Board, P.O. Box 90534, Mombasa as from 26th October, 1977.

Completed tenders enclosed in plain sealed envelopes marked "Tender No. 56/77-78. Tank for Perani Water Supply" should be addressed to reach the Secretary, Coast Province Tender Board or be placed in the Tender Box at Coast Province Water Branch, Headquarters Office not later than 10.00 a.m. 7th November, 1977.

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

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

GAZETTE NOTICE No. 3187

MINISTRY OF HEALTH

TENDER NOTICE No. 15/77-78

TENDERS are invited for the supply of the following requirements for the Ministry of Health.

1. Basic Drugs.
2. Tablets and Capsules.
3. Injections.
4. Textile.
5. X-Ray.
6. 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. 15/77-78" and addressed to reach the Officer-in-Charge, Central Medical Stores, P.O. Box 40425, Nairobi.

Not later than 10.00 a.m. on 16th December, 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.

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

GAZETTE NOTICE No. 3188

MINISTRY OF FINANCE AND PLANNING
THE KIRINYAGA DISTRICT

TENDER FOR PUMPING SET

Tenders are invited for the supply of a Pumping Set (diesel engine driven) capable of delivering 10 m³/hr. against a total head of 100 m. The suction lift is 7.0 m. and the altitude is approximately 2,000 m.

The set should include drives, pulleys, belt-guards, bushes, anchor bolts, common base plate and such other important accessories that would render it complete. The operational manual and necessary spanners must also be included. The approximate time of delivery together with relevant performance curves and other literature should be included.

The prices quoted must be in Kenya shillings duty paid and including sales tax and must be for delivery in Kirinyaga District. The prices must be firm for ninety days after the closing date of this tender.

Tenders marked "Tender for Pumping Set" in plain sealed envelopes should be sent to the Provincial Planning Officer, Central Province, Nyeri, on or before 24th November, 1977. No correspondence will, however, be entertained on the unsuccessful tenders. This office is not bound to accept the lowest or any tender.

P. S. MUTHUL,
Provincial Planning Officer,
Central Province.

GAZETTE NOTICE No. 3189

MINISTRY OF DEFENCE

TENDER NOTICE

Tender Nos. MOD/411/1 (109-121) 77/78

TENDERS are invited for the supply of Engineer Equipment to the Armed Forces of the underlisted items:—

- (a) MOD/411/1 (109) 77/78 — Light wheeled tractor.
- (b) MOD/411/1 (110) 77/78 — Assault Boat with OBM.
- (c) MOD/411/1 (111) 77/78 — Vibrating Rollers.
- * (d) MOD/411/1 (114) 77/78 — Servicing truck. *
- (e) MOD/411/1 (115) 77/78 — Concrete mixers.
- (f) MOD/411/1 (112) 77/78 — Dumper 1 Cu Yard.
- (g) MOD/411/1 (113) 77/78 — Medium wheeled tractor.
- (h) MOD/411/1 (119) 77/78 — Heavy hydraulic excavators.
- * (i) MOD/411/1 (120) 77/78 — Mobile workshop. *
- (j) MOD/411/1 (121) 77/78 — Motor graders.

Tender documents showing details of quantity and specifications may be obtained from the SOI Supply, Ministry of Defence, Ulinzi House, First Floor, P.O. Box 40668 Nairobi.

Completed tender documents must be enclosed in a plain envelope marked with the tender number shown above and addressed to the SOI Supply at the above given address or be placed in the tender box at Ulinzi House first floor so as to reach him not later than 14.00 hours 22nd November, 1977.

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

GAZETTE NOTICE No. 3190

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

Notice is hereby given that the business of a tailor carried on by Festo Muga Riany under the firm name of Komala Tailor on L.R. 136/12 situate on Kirinyaga Road, Nairobi in the Republic of Kenya has been sold and transferred to Tayabali Alibhai Ghor as from the 30th day of October, 1977.

The transferee will not carry on the transferor's business of a tailor but will engage in his own retail general business under the name of African Household Stores.

The address of the transferor is P.O. Box 106633, Nairobi.

The address of the transferee is P.O. Box 11548, Nairobi.

All debts due and owing by the transferor in respect of the said business up to and including the 30th day of October, 1977 will be received and paid by the transferor.

The transferee does not assume nor does he intend to assume any liabilities whatsoever incurred in the said business of Komala Tailor by the transferor up to and including the 30th day of October, 1977.

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

FESTO MUGA RIANY,
Transferor.

TAYABALI ALIBHAI GHOR,
Transferee.

GAZETTE NOTICE No. 3191

THE TRANSFER OF BUSINESS ACT

(Cap. 500)

NOTICE is hereby given that the business carried on by Castillo Bar and Restaurant Limited under the firm name and style of "Castillo" on Plot No. L.R. 209/4360/35/36/37, Kijabe Street, Nairobi has with effect from the 15th day of October, 1977, been sold and transferred to Castillo (1977) Limited which will carry on the said business in the same premises as aforesaid.

The address of transferor is P.O. Box 44216, Nairobi.

The address of the transferee is P.O. Box 45791, Nairobi.

All debts due and owing by the transferor in respect of the said business up to and including the 14th day of October, 1977 will be received and paid by the transferor. The transferee is not assuming nor does it intend to assume liabilities incurred by the transferor in the said business up to and including the 14th day of October, 1977.

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

SAYED AHAMED,
Advocate for the transferor.
R. K. SACHDEVA,
Advocate for the transferee.

GAZETTE NOTICE No. 3192

NOTICE OF CHANGE OF NAME

I, Abdi Nasser son of Ali Mohamed of P.O. Box 234 Thika in the Republic of Kenya, heretofore called and known as Ahamed son of Ali Mohamed, hereby give public notice that by a deed poll dated the 25th day of October, 1977, duly executed by me, I formally and absolutely renounced and abandoned the use of my former name of Ahamed son of Ali Mohamed and in lieu thereof assumed and adopted the name of Abdi Nasser son of Ali Mohamed for all purposes and I hereby authorize and request all persons to designate and describe me by the said assumed and adopted name of Abdi Nasser son of Ali Mohamed.

Dated at Nairobi this 25th day of October, 1977.

ABDI NASSER,
son of Ali Mohamed,
formerly known as Ahamed son of
Ali Mohamed.

GAZETTE NOTICE No. 3193

NOTICE OF CHANGE OF NAME

I, Agnes Constance Tuweta Atman of P.O. Box 80285, Mombasa in the Republic of Kenya do hereby give public notice that by a deed poll dated the 18th day of October, 1977 duly executed by me at Mombasa abandoned the use of my former name of Agnes Constance Atman and assumed in place thereof my name Agnes Constance Tuweta Atman.

In pursuance of the change of name as aforesaid I declare that I shall at all times hereafter upon all occasions whatsoever and wheresoever use and sign and/or subscribe my name as Agnes Constance Tuweta Atman instead of my former name of Agnes Constance Atman.

Dated at Mombasa this 24th day of October, 1977.

AGNES CONSTANCE TUWETA ATMAN,
formerly known as Agnes Constance Atman.

GAZETTE NOTICE No. 3194

NOTICE OF CHANGE OF NAME

I, Onali Ebrahim Mohamedali of Nairobi in the Republic of Kenya hereby give public notice that by a deed poll dated the 5th day of August 1977, duly executed by me, I have formally and absolutely renounced and abandoned the use of my former name Owenali Ebrahim Mohamedali and in lieu thereof adopted and assumed the name of Onali Ebrahim Mohamedali for all purposes and I hereby authorize and request all persons to designate, describe and address me by such assumed name of Onali Ebrahim Mohamedali.

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

ONALI EBRAHIM MOHAMEDALI,
formerly known as Owenali Ebrahim Mohamedali.

GAZETTE NOTICE No. 3195

NOTICE OF CHANGE OF NAME

I, Edwin Owuor Wasonga of P.O. Box 72763, Nairobi, Kenya heretofore called and known as Edwin Owuor Onyenga hereby give public notice that by a deed poll dated 8th day of October, 1977 and duly executed by me, I formally absolutely renounced, relinquished and abandoned the use of my former surname of Onyenga and assumed in place thereof the name of Wasonga so that I may hereafter be called, known and distinguished not by my said former name of Edwin Owuor Onyenga but by my new name of Edwin Owuor Wasonga for all purposes and I hereby authorize and request all persons at all times hereafter to designate and address me by my said new name of Edwin Owuor Wasonga only.

Dated this 27th day of October, 1977.

EDWIN OWUOR WASONGA,
formerly known as Edwin Owuor Onyenga.

GAZETTE NOTICE No. 3196

NOTICE OF CHANGE OF NAME

I, Ngugi wa Thiong'o of P.O. Box 30197, Nairobi in the Republic of Kenya hereby give public notice that by a deed poll dated the 21st day of September, 1977 and duly executed by me I formally and absolutely renounced and abandoned the use of my former names of James Ngugi and in lieu thereof resumed my original name of Ngugi wa Thiong'o for all purposes and I hereby authorize and request all persons to designate, describe and address me by my said original name of Ngugi wa Thiong'o only.

Dated the 21st day of September, 1977.

NGUGI WA THIONG'O,
*formerly known as James Ngugi,
P.O. Box 30197, Nairobi.*

GAZETTE NOTICE No. 3197

NOTICE OF CHANGE OF NAME

I, Samuel Kiaritha Mutuota of P.O. Box 11865, Nairobi in the Republic of Kenya do hereby give public notice that by deed poll dated the 26th day of October, 1977 and duly executed by me, I formally and absolutely renounced and abandoned the use of my former name of Samuel Kiaritha Gacheru and in lieu thereof assumed and adopted the name of Samuel Kiaritha Mutuota for all purposes and I hereby authorize and request all persons to designate, describe and address me by my assumed names of Samuel Kiaritha Mutuota only.

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

SAMUEL KIARITHA MUTUOTA,
*formerly known as Samuel Kiaritha Gacheru,
P.O. Box 11865, Nairobi.*

GAZETTE NOTICE No. 3198

NOTICE OF CHANGE OF NAME

I, Mbau Kibe of P.O. Box 28208, Nairobi in the Republic of Kenya formerly known as Mbau Rukungu hereby give notice that by a deed poll made by me dated 4th October, 1977, registered in the Registry of Documents at Nairobi in Vol. D1 Folio 285/317, I renounced and abandoned the use of my former name of Mbau Rukungu and assumed in lieu thereof and adopted the name of Mbau Kibe for all purposes and I hereby authorize and request all persons to designate, describe and address me by such assumed name of Mbau Kibe.

Dated this 31st day of October, 1977.

MBAU KIBE,
formerly known as Mbau Rukungu.

GAZETTE NOTICE No. 3199

NOTICE OF CHANGE OF NAME

I, Samuel Wachira Theuri of P.O. Box 49506, Nairobi in the Republic of Kenya, hereby give public notice that by deed poll dated 18th January, 1977 duly executed by me, I formally and absolutely renounced and abandoned the use of my former name of Samuel Wamathai Githaiga for all purposes and intent and I hereby authorize and request all persons to designate, describe and address me by the said assumed and adopted name of Samuel Wachira Theuri.

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

SAMUEL WACHIRA THEURI,
formerly known as Samuel Wamathai Githaiga.

GAZETTE NOTICE No. 3200

THE MONEY-LENDERS ACT

(Cap. 528)

APPLICATION FOR A MONEY-LENDER'S LICENCE

NOTICE is hereby given that Francis Xavier Makatia of P.O. Box 74283, Nairobi in the Republic of Kenya, who desires to be authorized to carry on business as a money-lender in his own name at Plot No. NF 4, Nairobi, an application for the issue of a certificate authorizing the grant of a money-lender's licence for the year 1977 has been lodged by me with the Resident Magistrate, Civil Side, Nairobi, and that the hearing of the said application has been fixed for Thursday, the 8th day of December, 1977, at 9 o'clock in the forenoon by the Resident Magistrate, Civil Side, Sheria House, Nairobi.

Dated at Nairobi this 25th day of October, 1977.

F. X. MAKATIA,
Applicant.

GAZETTE NOTICE No. 3201

CHIROMO SERVICE STATION

NOTICE is hereby given to the owner of motor vehicle registration No. KKW 440 Cortina 1600 light green through this publication to come and collect his above-mentioned motor vehicle now lying at our business premises within next 14 days from the date of this notice.

Failing to honour the above notice, we shall without further notice proceed to dispose of the above-mentioned motor vehicle by public auction or private treaty and all the costs and incidentals incurred thereby together with our storage charges and account charges will be defrayed from the proceeds of the sale. Any amount left over will be placed to the credit of your account. Any shortfall in the outstanding amount will be collected by legal action.

FAKHRUDIN HASSANALI GANIJEE,
*Proprietor,
Chiromo Service Station,
P.O. Box 42055, Nairobi.*

Nairobi,
27th October, 1977.

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