



# THE KENYA GAZETTE

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## CONTENTS

### GAZETTE NOTICES

	PAGE
The Parliamentary and Presidential Elections Regulations—Notice .. .. .	1460
The Registration of Titles Act—Issue of Certificate	1460
Kenya Stock .. .. .	1460
High Court of Kenya, Eldoret—Cause List ..	1460-1461
The Trust Land Act—Setting Apart of Land ..	1461-1462
The Registered Land Act—Issue of New Certificates	1462
The Water Act—Applications .. .. .	1463-1464
The Industrial Court—Awards .. .. .	1465-1468
Liquor Licensing .. .. .	1468
Probate and Administration .. .. .	1468
Loss of Policy .. .. .	1468
Local Government Notice .. .. .	1469
Tenders .. .. .	1469-1470
Change of Names .. .. .	1470
Saruba Muhune—Notice .. .. .	1470

### GAZETTE NOTICES—(Contd.)

	PAGE
Transdelt Alliance Holding—Notice .. .. .	1470
Aimi Ma Kilungu Ltd.—Clousure of Roads .. ..	1470

### SUPPLEMENT No. 78

#### Legislative Supplement

LEGAL NOTICE No.	PAGE
258, 259—The Income Tax Act—Exemptions	825
260—The Statistics (Survey of Transport, Storage and Communications) Regulations, 1978	826
261—The Statistics (Survey of Distribution) Regulations, 1978 .. .. .	840
262—The Insurance (Motor Vehicles Third Party Risks) (Amendment) Act, 1978	853
263—The Insurance (Motor Vehicles Third Party Risks) Rules, 1978 .. .. .	853
264—The Advocates (Remuneration) (Amendment) Order, 1978 .. .. .	857

## GAZETTE NOTICE No. 3689

THE PARLIAMENTARY AND PRESIDENTIAL  
ELECTIONS REGULATIONS

(Cap. 7)

IN EXERCISE of the powers conferred by regulation 6 (1) of the Parliamentary and Presidential Elections Regulations, the Deputy Supervisor of Elections hereby gives notice that for the purpose of the forthcoming by-election to the National Assembly in respect of the constituency named in the first column of the Schedule to this Notice—

(a) he has divided the said constituency into several polling areas specified in the third column of the Schedule to

this Notice, and the polling areas are in each case in the areas comprised in the registration units specified in the said third column;

(b) he has assigned to each of the polling areas the distinguishing letters and number specified opposite such polling area in the second column of the said Schedule; and

(c) he has appointed for each of the polling areas the place or places specified opposite such polling area in the fourth column of the said Schedule as the place or places at which the polling station or polling stations for such polling area shall be established.

## SCHEDULE

Constituency	Letters and Numbers of Polling Area	Registration Units in Polling Area	Polling Station
GATUNDU .. .. .	KBU/1	1	District Officer's Office, Gatundu.
	KBU/2	2	C.S. Kahuguini.
	KBU/3	3	C.S. Gikindu.
	KBU/4	4	C.S. Gikindu.
	KBU/5	5	H.G.M. Gatitu.
	KBU/7	7	H.G.M. Gatitu.
	KBU/8	8	H.G.M. Gatitu.
	KBU/6	6	H.G.M. Ndundu.
	KBU/9	9	H.G.M. Gathuri.
	KBU/10	10	P.C.E.A. Ndarugu.
	KBU/13	13	P.C.E.A. Ndarugu.
	KBU/11	11	H.G.M. Kamwirigi.
	KBU/12	12	A.C. Gakoe.
	KBU/14	14	Kamae Primary School.
	KBU/15	15	C.S. Kanjuku.
	KBU/16	16	Gituamba Youth Centre.
	KBU/17	17	P.C.E.A. Ndekei.
	KBU/19	18	H.G.M. Makwa.
	KBU/19	19	Eaagads Limited.
	KBU/20	20	Mary Hill School.
	KBU/21	21	Kasiwa Primary School.
	KBU/22	22	Chania High School
	KBU/23	23	Mugumoini Primary School.
	KBU/24	24	Chief's Office, Thika.
	KBU/25	25	Thika Stadium.
	KBU/26	26	Majengo Primary School.
	KBU/27	27	Muslim Primary School.
	KBU/28	28	General Kago Primary School.
	KBU/29	29	Kenya Cannery Canteen.
	KBU/30	30	Thika Technical School.
	KBU/31	31	Karamaini Primary School.
	KBU/33	33	Brooks Primary School.
	KBU/32	32	E.A. Bag and Cordage.
	KBU/34	34	Rwera Primary School.

Dated this 21st day of December, 1978.

N. W. KIMANI,  
Deputy Supervisor of Elections.

## GAZETTE NOTICE No. 3690

## THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

## ISSUE OF A PROVISIONAL CERTIFICATE

WHEREAS Harcharan Singh Sagoo, of (P.O. Box 72481) Nairobi, is the registered proprietor as lessee of all that piece of land known as L.R. No. 209/8312 situate in the City of Nairobi in the Nairobi Area, by virtue of a Grant registered as I.R. 27413/1, 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 29th day of December, 1978.

L. PEREIRA,  
Registrar of Titles.

## GAZETTE NOTICE No. 3691

## 5 PER CENT KENYA STOCK 1978/82

FOR the purpose of preparing warrants for the interest due on 15th February, 1979, the balances of the several accounts in the above stock will be struck at close of business on 15th January, 1979, after which date the stock will be transferable ex dividend.

Dated this 22nd December, 1978.

CENTRAL BANK OF KENYA,  
P.O. Box 60000, Nairobi.

## GAZETTE NOTICE No. 3692

## IN THE HIGH COURT OF KENYA AT ELDORET

CRIMINAL AND CIVIL CAUSE LIST FOR THE MONTH OF  
DECEMBER 1978

Before the Honourable Mr. Justice J. O. Nyarangi

On Wednesday 27th December, 1978 in Chambers at 9.15 a.m.

## For Mention

## C.C. Nos.

- 64/78 Benjamin A. Busio v. Kiptarus Kenei.  
154/78 James Gitone v. Lawrence Muigai.  
191/78 Francis Waswa v. Kitale Municipal Council.  
105/75 Kiptabut A. Tro v. Kiplombe Farm Ltd.  
18/78 H. J. Shah v. Chege Wanyoike.

## For Notice to Show Cause

## C.C. Nos.

- 67/75 John Macharia Mbote v. Wilson K. Ng'anga.  
53/78 Highland Inn Ltd. v. Michael Wambugo.

## For Summons for Direction

## C.C. No.

- 71/69 Shaphan Lunani and others v. Hon. Masinde Muliro.

## For Chamber Summons

## C.C. Nos.

- 30/76 Elphas Asige v. David Some Sang and others.  
139/78 Panafrika Paper Mills v. Wambacha Nyukuri.  
240/78 Wesakulila Farmers v. Hon. Masinde Muliro.

*In Court Thereafter**For Criminal Plea*

## Cr.C. No.

61/78 Republic v. Chesundei A. Mosor.

*For Criminal Hearing*

## Cr.C. No.

8/78 Republic v. David Kipruto A. Mutai and another.

*For Civil Hearing Thereafter*

## C.C. Nos.

168/77 David Kamau v. Francis Munyifwa.

244/77 Ndirangu Mwangi and another v. John Kimiso A. Maiyo.

295/77 Longoinos Lunyasi v. Daniel Mutai.

*On Thursday 28th December, 1978 in Chambers at 9 a.m.**For Mention*

## C.C. Nos.

15/77 Republic v. Losea s/o Kaleng.

171/75 Wilson Kipleting Sugut v. Kibor A. Samoei.

## Misc. C.C. No.

20/76 Mohamed Ibrahim v. Samwel Cherop and another.

## Ksm. C.C. No.

107/76 Zakaria K. A. Tuwei v. Kuchurit A. Masai and two others.

## C.C. Nos.

155/76 Samson D. Masinde v. Stephen J. Lumbasi and Japheth L. Branda.

31/77 Charles Kitembe v. L. K. Mburu.

176/78 David Mitei v. Salome w/o Keino.

193/76 Oyoo Dry Fish Co. v. Maco International Ltd.

240/76 Josphat Obwavo v. Daudi Olenja.

98/77 Joel Maritim Terer v. Kipyego A. Mosop.

189/77 Cheruon A. Kemei v. Ngeiywo A. Mirore.

298/77 Timona Kaisha Muyesu v. Japheth Wanyama.

326/77 Samat Bhinia v. William Taiswa Matankery.

91/78 Kiprotich A. Kiptoo v. Wilson Wamburi.

*For Notice of Motion*

## C.C. No.

293/78 David Rop v. Rift Valley Textiles Ltd.

*For Chamber Summons*

## C.C. Nos.

222/74 Kiboit Kosgei v. Kipkemei A. Ngetich.

11/78 Macrin A. Limo v. John Kuria.

227/78 Julius Kipsegenen v. Jerugut d/o Ngutial.

305/78 Samson Wasike v. James Wasike.

106/78 Danson A. Suter v. Lazaro Chelimo.

*On Friday 29th December, 1978 in Chambers at 9 a.m.**For Mention*

## Cr.C. Nos.

3/78 Republic v. John Kipkemei A. Kirwa.

29/78 Republic v. Chebiego w/o Tabonei.

## C.C. Nos.

15/75 Vincent Kiplagat A. Tanui and four others v. Kipkosgei A. Choge.

132/75 Samuel Kihuga v. Grace Njoki.

116/77 Jeptolo Kobot Kiptuwei v. Paul Tirop A. Kogo.

311/77 Moses Chavulimu and four others v. Malakwen A. Kirwa.

*For Notice to Show Cause*

## C.C. No.

49/78 Bishen Singh v. Charles K. Muraya.

*For Summons for Directions*

## C.C. No.

255/77 Peter K. Samoei v. Mark Libwa.

*For Chamber Summons*

## C.C. Nos.

131/77 David Samoei v. Ernest K. Sum.

11/78 Hegen Omega v. Zakaria Kipkoech.

17/78 William M. Saina v. Wairicu.

3/78 Tirop A. Kogo v. Paul Gathitu.

303/78 Julius Bargetuny v. Kiruyo A. Sambu.

151/78 Stanley v. Daniel K. Busienei.

*For Civil Hearing Thereafter*

## C.C. Nos.

116/72 Margaret A. Tela v. M. Mukuro.

313/76 Joseph K. Mitei v. Wilson W. Barno.

153/77 Kimaru Songok v. Kipchoge A. Keino A. Tirop.

207/77 Jackson Kisiangani v. Pwoyi Kwoma.

268/77 Kahi Lusasi and two others v. James Limo A. Kogo.

Eldoret,  
15th December, 1978.E. F. ARAGON,  
Deputy Registrar,  
High Court of Kenya, Eldoret.

## GAZETTE NOTICE No. 3693

## THE TRUST LAND ACT

(Cap. 288)

## SETTING APART OF LAND

NOTICE is hereby given that the land described in the Schedule hereto has been duly set apart in accordance with the provisions of Part IV of the Trust Land Act, for the purposes specified in the said Schedule.

## SCHEDULE

Place.—Mwingi Market in Kitui District.

Purpose.—Agricultural irrigation.

Area Part A.—4.047 hectares (approximately 10 acres).

## Description of Land:—

This land is situated approximately 2.4 kilometres and lies to the south-west of Tyaa Bridge on Mwingi-Migwani Road. The boundaries are demarcated on the ground and are described as follows—

Starting from a point A, which is a wooden peg, from which the Survey of Kenya Trig Pillar No. SKT 32 and Tyaa Bridge on the Mwingi-Migwani Road are 4.5 and 2.4 kilometres distant, on bearings of 282° and 226° respectively;

thence for 270 metres on a bearing of 90° to point B, a wooden peg;

thence for 306 metres on a bearing of 196° to point C, a wooden peg;

thence for 186 metres on a bearing of 270° to point D, a wooden peg;

thence for 305 metres on a bearing of 1° back to the commencing point A.

All bearings given above are magnetic.

A plan of the area may be inspected at the office of the District Commissioner, Kitui District.

Dated this 19th day of December, 1978.

J. R. NJENGA,  
Commissioner of Lands.

## GAZETTE NOTICE No. 3694

## THE TRUST LAND ACT

(Cap. 288)

## SETTING APART OF LAND

NOTICE is hereby given that the land described in the Schedule hereto has been duly set apart in accordance with the provisions of Part IV of the Trust Land Act, for the purposes specified in the said Schedule.

## SCHEDULE

Place.—Mwingi Market in Kitui District.

Purpose.—Agricultural irrigation.

Area Part B.—50.5875 hectares (approximately 125 acres).

## Description of land:—

This land is situated approximately 3 kilometres and lies to the south-west of Tyaa Bridge on Mwingi-Migwani Road. The boundaries are demarcated on the ground and are described as follows—

Starting from a point A, which is a wooden peg from which the Survey of Kenya Trig Point No. SKT 32 and the Tyaa Bridge on the Mwingi-Migwani Road are 4.9 and 3.0 kilometres distant, on bearings of 262° and 207½° respectively;

## APPLICATIONS—(Contd.)

Applicant	L.R. No.	District	River	Amount of Abstraction (G.P.D.)
John Njoroge Mwangi .. .. .	9360	Uasin Gishu .. .. .	Sosiani .. .. .	3,200 domestic, 20,430 irrigation.
Kering arap Kimalel .. .. .	26	Kericho .. .. .	Nyando .. .. .	500 domestic.
Gideon Mugambi M. Athara .. .. .	88	Meru .. .. .	Kazita .. .. .	200 domestic, 16,000 irrigation.
Murithi Safari .. .. .	—	Meru .. .. .	Tungu .. .. .	4,000 irrigation.
Eliud Miriga .. .. .	426	Kirinyaga .. .. .	Ruiru .. .. .	300 domestic, 4,000 irrigation.
Chief Conservator of Forests .. .. .	—	Kericho .. .. .	Kasabe .. .. .	8,000 domestic, 10,000 irrigation.
Peter Karanja Kinungi and P. Mwaura .. .. .	—	Kiambu .. .. .	Ihika .. .. .	1,550 domestic, 5,000 industrial, 300,000 irrigation.
Nangithia Water Association .. .. .	25	Meru .. .. .	Ngachuma .. .. .	3,000 domestic, 12,500 irrigation.
Muinami Njirini .. .. .	278	Murang'a .. .. .	Murare .. .. .	200 domestic, 8,000 irrigation.
George Gitau Mwaura .. .. .	9514/1	Nakuru .. .. .	Mereroni .. .. .	700 domestic, 4,000 irrigation.
Mathew Kipkirul Langat .. .. .	662 and 940	Nandi .. .. .	Langat Spring .. .. .	18,204 domestic, 4,000 power.
Murutu Water Association .. .. .	—	Meru .. .. .	Mariara .. .. .	2,080 domestic, 26,000 irrigation.
Emdin Water Project Chairman .. .. .	—	Uasin Gishu .. .. .	Ngenyilel .. .. .	86,724 LPD domestic.
Naftali Chumba .. .. .	—	—	—	—
Mwaluma Bongoli .. .. .	21	Taita/Taveta .. .. .	Mlaga .. .. .	300 domestic 6,000 irrigation.
Kiroti Girls High School .. .. .	581, 588 and 592	Kirinyaga .. .. .	Nyamindi .. .. .	7,300 domestic, 4,000 irrigation.
Rev. Fredrick Timoth Kabuga .. .. .	835	Meru .. .. .	Kamara .. .. .	200 domestic, 6,000 irrigation.
John Richard Ndege Chuani .. .. .	531	Kirinyaga .. .. .	Kiwe .. .. .	200 domestic 6,000 irrigation.
Sarah Maitaha-Mugambi .. .. .	539	Meru .. .. .	Ngachuma .. .. .	500 domestic, 2,000 irrigation.
J. S. Petersen .. .. .	30	Kidutani Kilifi .. .. .	Hiltop Farm Valley .. .. .	6,000 domestic.
Gachoro Water Association .. .. .	14	Meru .. .. .	Mariara .. .. .	1,700 domestic, 56,000 irrigation
Kariuki Enterprise Limited .. .. .	4903/2	Murang'a .. .. .	Kabuku .. .. .	100,000 irrigation.
John Gitau Muchoki .. .. .	293	Murang'a .. .. .	Gatune .. .. .	200 domestic, 6,000 irrigation.
Johana Njumbi .. .. .	305	Kirinyaga .. .. .	Rundu .. .. .	300 domestic, 4,000 irrigation.
Junius Kiura-Gakogo .. .. .	625	Embu .. .. .	Kapingazi .. .. .	300 domestic, 2,300 irrigation.
Mukumu Girls Secondary School .. .. .	1565	Kakamega .. .. .	Shilongo SPR .. .. .	10,000 domestic.
Nduati Njuguna .. .. .	367	Kiambu .. .. .	Komothai .. .. .	300 domestic, 5,000 industrial, 10,000 irrigation.
Wilson Sumukwo .. .. .	282	Baringo .. .. .	Eldama Ravine .. .. .	450 domestic, 4,000 irrigation.
Joseph Wachira Igoko .. .. .	245	Laikipia .. .. .	Narok .. .. .	1,000 domestic, 20,000 irrigation.
Hezekiah Eliud Miriti .. .. .	493	Meru .. .. .	Tungu .. .. .	400 domestic, 30,000 power, 4,000 irrigation.
Joel Kigaa .. .. .	230	Kiambu .. .. .	Kariminu .. .. .	270 domestic, 5,000 industrial, 30,000 irrigation.
Laban Njoroge Kamau .. .. .	990, 1891 887 1885 and 1179	Murang'a .. .. .	Maragua .. .. .	500 domestic, 40,000 irrigation.
George Nzelu .. .. .	—	Machakos .. .. .	Masongaleni .. .. .	130 domestic, 10,000 irrigation.
Jashbhay P. Patel .. .. .	—	Machakos .. .. .	Kibwezi .. .. .	40,000 irrigation.
Kamaya Moses .. .. .	—	Machakos .. .. .	Athi .. .. .	40,000 irrigation.
Kakuyuni Farmers Co-op., Society .. .. .	748	Machakos .. .. .	Thwake .. .. .	5,000 industrial, 6,000 irrigation.
Charles Kimani Kibui .. .. .	509	Nairobi .. .. .	Nyongara .. .. .	300 domestic, 5,000 irrigation.
Mutisya Maswii .. .. .	—	Machakos .. .. .	Thwake .. .. .	12,000 irrigation.
Mr. James Kituti Kaloki .. .. .	—	Machakos .. .. .	Kiambu .. .. .	10,000 irrigation.
Gathau Kinyanjui .. .. .	255	Kiambu .. .. .	Komothai .. .. .	300 domestic, 10,000 irrigation, 2,000 other purposes.
Oldonyo Farm (Timau) Ltd. ....	2898/4	Meru .. .. .	Sp. Ngusishi .. .. .	9,100 domestic, 70,000 power 100% returnable.
Gregory Kiema Kyumaa .. .. .	—	Machakos .. .. .	Athi .. .. .	20,000 irrigation.
Gathambi Centre Water Project .. .. .	—	Kirinyaga .. .. .	Gathambi .. .. .	10,000 domestic.
Kirigo Secondary School .. .. .	768	Murang'a .. .. .	Mukongai .. .. .	30,100 domestic.
Nyaga Kathei .. .. .	383	Kirinyaga .. .. .	Murubara .. .. .	100 domestic, 8,000 irrigation.
East Africa Yearly Meeting of Friends .. .. .	1087	Kakamega .. .. .	Galogoli .. .. .	66,000 domestic.
Tutumu Water Project Association .. .. .	19	Meru .. .. .	Mariara .. .. .	3,800 domestic, 19,000 irrigation.
Aurelius Muchira Kanyungu .. .. .	815	Kirinyaa .. .. .	Sagana .. .. .	600 domestic, 12,000 irrigation.
Kaguma Water Association .. .. .	100	Meru .. .. .	Mariara .. .. .	26,500 domestic, 50,000 irrigation.
Bill G. Migwy .. .. .	—	Nairobi .. .. .	Motine .. .. .	4,000 irrigation.
Forester Kericho .. .. .	—	Narok .. .. .	Nyangores .. .. .	9,000 domestic, 2,300 other purposes.
Kombe Water Project .. .. .	—	Nandi .. .. .	TRB Kimondi .. .. .	840,808 domestic.
G. Issaias and Company (K) Ltd. .. .. .	—	Samburu .. .. .	Lake Kisima .. .. .	2,000 domestic, 54,000 other purposes.
Bura self Help Water Project .. .. .	—	Taita/Taveta .. .. .	Bura .. .. .	230 M <sup>3</sup> D Public.
Jackson M. Thura M. Rinyuri .. .. .	605	Meru .. .. .	Iraru .. .. .	100 domestic, 2,000 irrigation.
David Ngunjiri Murithi .. .. .	—	Nyeri .. .. .	Ragati .. .. .	200 domestic, 20,000 100% returnable.
John Ogole .. .. .	875	Kakamega .. .. .	Muinga .. .. .	3,150 domestic.
Rehmat Khan-Kerdin .. .. .	3074, 3073 3072, 1618	Kisumu .. .. .	Ainomutua .. .. .	1,040,000 irrigation.
Stephen Mwakisha Timothy .. .. .	3099, 1659	Taita/Taveta .. .. .	Msindunyi .. .. .	1.36 M <sup>3</sup> /d domestic, 9.08 M <sup>3</sup> /d irrigation.
Kanyokore/Kagioini and Gitaku W. Project .. .. .	—	Kirinyaga .. .. .	Rundu .. .. .	2,660 M <sup>3</sup> /d domestic, 0.68 M <sup>3</sup> /d other purposes.
Muthia Thuku .. .. .	404/4	Nakuru .. .. .	Lake Naivasha .. .. .	600 domestic, 8,000 irrigation.
Nkurune Water Association .. .. .	—	Meru .. .. .	Ura .. .. .	1,800 domestic, 18,000 irrigation.
D. M. Njoroge Muriithi .. .. .	77	Kirinyaga .. .. .	Rundu .. .. .	200 domestic, 6,000 irrigation.
Noording Construction (Kenya) Ltd. .. .. .	—	Siaya .. .. .	Nzoia .. .. .	95,000 other purposes.
Francis Macharia Waichere .. .. .	227	Nyandarua .. .. .	Turasha .. .. .	0,000 irrigation.
Mwebi Isaboke and Nyakundi Mwebi .. .. .	534	Kisii .. .. .	Osaosao .. .. .	4,860,000 power, 100% returnable
Rugene Water Association .. .. .	7	Meru .. .. .	Mboone .. .. .	1,900 domestic, 7,000 irrigation.
Elias Maina P. Kinuthia .. .. .	107	Kirinyaga .. .. .	Tana .. .. .	200 domestic, 4,000 irrigation.
Father John Garry (Kipsaraman Catholic Mission) .. .. .	—	Baringo .. .. .	Emining .. .. .	15,700 domestic, 10,000 industrial 1,000 irrigation.
Stephen Kipkoske A. Mutai .. .. .	393	Kericho .. .. .	Nyando .. .. .	250 domestic.
Chief Conservator of Forests .. .. .	—	Kericho .. .. .	Lelu .. .. .	6,100 Domestic, 10,000 irrigation.
Rowland Warui .. .. .	332	Embu .. .. .	Ena .. .. .	300 domestic, 4,000 irrigation.
Joseph Kimaiyo .. .. .	95	Nandi .. .. .	Kamarya .. .. .	1,500 domestic, 4,000 irrigation.
Jashbhay P. Patel .. .. .	—	Machakos .. .. .	Kibwezi .. .. .	40,000 irrigation.
Jeremiah Cherirot Chepkurui .. .. .	3	Baringo .. .. .	Molo .. .. .	12,000 irrigation.
Claude Murai Kariuki .. .. .	270	Murang'a .. .. .	Muriuriu .. .. .	500 domestic, 16,000 irrigation.

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

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

## GAZETTE NOTICE NO. 3702

## THE INDUSTRIAL COURT

CAUSE NO. 43 OF 1978

## Parties:—

Amalgamated Union of Kenya Metal Workers'  
and

Motor Trade & Allied Industries Employers' Association

## Issues in dispute:—

1. Separation of housing element from wages and showing it under housing as a separate heading in the agreement.
2. Wage increase.
3. Leave travelling allowance.
4. Shift allowance.
5. Effective date and duration.

1. The Amalgamated Union of Kenya Metal Workers' shall hereinafter be referred to as the Claimants and Motor Trade & Allied Industries Employers' Association shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on 24th and 27th October, 1978, and relied on their written and verbal submissions.

## AWARD

3. The Notification of Dispute Form "A" dated 1st August, 1978, duly signed by the parties was received by the Court on 23rd August along with the statutory certificate signed by the Labour Commissioner.

The parties appeared before the Court in Causes 37 and 54 of 1976 and as a result of an award made by the Court the collective agreement was effective from 1st July, 1976, for a period of two years. This agreement has now expired on 30th June, 1978.

The parties are now before the Court on the issues in dispute as they have recorded a deadlock on them while negotiating a new collective agreement.

During the hearing the Claimants while making their submissions informed the Court that they had decided not to make any submissions on the wage increase and they therefore wished to drop issue number 2. Instead they would pursue vigorously for the introduction of a house allowance for their members and whatever increase was due to the workers they would prefer to get it by way of house allowance and not by wage increases.

The Claimants went further and in order to strengthen their new demand also dropped the issue on shift allowance as they felt that the cost of this item should also be paid to the workers by way of house allowance.

The Claimants submitted that prior to the 1976 award the Respondents had agreed with them to deconsolidate the wages in order to show a separate house allowance but when the parties had come to the Court the Respondents had backed out of their agreement on this point.

The Claimants insisted that the Respondents should take a bigger responsibility for housing of their employees and referred to section 9 of the Employment Act. They also referred to the payment of house allowances in the Civil Service and felt that the Government was adopting double standards, one for the Civil Service and one for the private sector. They maintained that if the workers had the necessary money to pay their rents house were available in Nairobi which they can easily rent.

The Claimants warned that they had already initiated steps in order to deconsolidate wages in their industry and that they had succeeded in getting a separate house allowance from certain employers. They added that the whole of their membership wanted a separate house allowance and would sacrifice their wage increases in order to achieve that.

According to the Claimants' calculations they wanted Sh. 88 per month for the first year by way of house allowance and Sh. 75 for the second year. They stated that these demands were based on the movement in the cost of living indices and reflected the two thirds of such increases as permissible under the Guidelines.

The Claimants relied on several collective agreements showing separate house allowance and particularly on the Industrial Court award to the dockworkers—Cause No. 7 of 1978.

On the issue of leave travelling allowance the Claimants' demand is as follows:—

	Sh.
Grades I to IV .. ..	110
Grades V to VIII .. ..	125

The Respondents very vigorously resisted the Claimants' tactics in dropping the issue of wage increase in favour of a separate house allowance and maintained that they could not step outside the issues in dispute as listed in the Notification of Dispute Form "A".

They strongly submitted that the first issue was clearly related to the separation of the housing element from consolidated wages and did not entitle the Claimants to press for a separate house allowance.

The Respondents stated that a similar demand had been before the Court in 1976 when the Court had rejected it and instead had ruled that the basic minimum consolidated wages included a housing element of 15 per cent.

The Respondents added that the Claimants had an ulterior motive in demanding a separate house allowance because the demand if successful would not result in increased emoluments to the workers. They asked the Court to restrict the Claimants to the issue in dispute and to reject deconsolidation of the existing wages and to award wage increase based on the increases in the cost of living as permitted by the Guidelines which they had worked out as follows:—

	July 1978	July 1979
	Sh.	Sh.
Grades I to IV ..	60	55
Grades V to VII ..	70	65

The Respondents pointed out that the Claimants move in dropping shift differential was nothing but a manoeuvre by the Claimants as a bargaining tactic in order to influence the Court to increase the workers' entitlement. They added that the withdrawal of shift allowance would not make much difference in labour costs because only about 500 workers were affected by this demand.

The Respondents pleaded that they had no control over the workers' accommodation or rents which they were being charged and if the workers expect the industry to pay all their rents then the industry would collapse. They referred the Court to the regulations which had been made under the Employment Act by the Minister for Labour in reply to the Claimants' contention that section 9 of the Employment Act required the employers to bear the full burden of the workers' housing.

The Respondents further submitted that cost of living indices take into account the rent increases and since there was no uniform policy on housing in the country each industry was entitled to conclude its own agreement as it suited them. In their industry they had worked out a consolidated wage and the Claimants had put forward no new points to the ones they put forward in 1976 in order to justify a deconsolidation of the wage structure. They asked the Court to reject it.

On leave travelling allowance the Respondents offered the following rates:—

	Sh.
Grades I to IV .. ..	100
Grades V to VIII .. ..	120

The Court would first of all like to determine what is the entitlement of the workers under the Guidelines before deciding upon the question of whether to award it by way of house allowance to the employees in addition to deconsolidating the existing wage. The Employment Promotion Division analysis shows that since 1st July, 1976 the Nairobi wage earners cost of living has gone up by the following figures up to June 1978:—

*Lower income group.*—34.6 per cent up to June, 1978,  $\frac{2}{3}$  of 34.6 per cent = 23.1 per cent.

*Middle income group.*—22.3 per cent up to June, 1978.  $\frac{2}{3}$  of 22.3 per cent = 14.9 per cent.

*Simple average of the two above.*—28.5 per cent up to June, 1978.  $\frac{2}{3}$  of 28.5 per cent = 19 per cent.

In addition to above the workers are entitled to an increase of 3.8 per cent because of the growth rate of the gross domestic product for 1977.

The Court has decided to look at the figures up to June, 1978, because the Court is not inclined to accept the Respondents' plea that the Court award should be effective from the date of the Court award. The Respondents put forward the reason for making this demand that it was a complicated and unnecessary exercise for their member companies to work out back-payment. This is a very weak reason and the Court cannot accept it to deny the workers the benefits of their entitlement from the expiry of the last collective agreement.

According to the E.P.D. calculations the workers' entitlement under the Guidelines with effect from 1st July, 1978, would be as follows:—

1. *Lower income group (maximum) compensation.*—23.1 per cent + 3.8 per cent = 26.9 per cent.

As per Guideline IV (b) this will mean a 1st year wage increase of 13.5 per cent and a 2nd year wage increase of 13.5 per cent.

2. *Middle income group (maximum) compensation.*—14.9 per cent + 3.8 per cent = 18.7 per cent.

As per Guideline IV (b) this will mean a 1st year wage increase of 9.4 per cent and a 2nd year wage increase of 9.4 per cent.

3. *Simple average of (1) and (2) above (maximum).*—19 per cent + 3.8 per cent = 22.8 per cent.

As per Guideline IV (b) this will mean a 1st year wage increase of 11.4 per cent and a 2nd year wage increase of 11.4 per cent.

The Court must, however, point out that the workers were compensated by the Respondents to an extent of about 2.5 per cent when the March, 1977, price increases took place. So this compensation has got to be deducted from the workers' entitlement.

The Court cannot accept the Respondents' calculations on the workers' entitlement under the Guidelines because they have attempted to calculate it from a date which goes beyond the latest revision of the wages, i.e. 30th June, 1976. The Guidelines clearly state that the relevant date for the purposes of working out the workers' entitlement is the latest revision of wages which in this case is 30th June, 1976.

Having worked out the workers' entitlement under the Guidelines the Court would now like to address itself to the Claimants' demand that it should be awarded to the workers as a separate house allowance and it should not be used to increase the workers wages.

Under normal conditions the Claimants would be perfectly within their rights to ask for changes in the salary structure to reflect salary and the element for housing allowance separately. The amount of house allowance and the salary levels then would be very much dictated by the financial viability of the industry and the economic strength of the country as a whole.

In Kenya, however, since 1973 the parties are required to conduct their collective bargaining within the Guidelines which have been issued by the Minister for Finance. These Guidelines lay a ceiling on the total labour costs to be passed on to the employers through the revision of collective agreements. The Claimants admitted during the hearing that the Guidelines do inhibit the Industrial Court from giving anything over and above as allowed by the Guidelines.

The Court went into this question of deconsolidation of the wage structure in the motor industry in 1976 and at that time the Court in order to facilitate and to place the Claimants in a better position in negotiating their demands for increases for their members instead of breaking up the consolidated wage ruled that 15 per cent of the consolidated wage was to be considered to be the housing element. This was to enable the Claimants to approach and formulate their demands during the

revision of the collective agreement on the basis of increases in rents and on other items. The Court having gone that far while appreciating fully the housing problems being faced by the workers in the country cannot see how so long as the Guidelines are in force as at present it can help the workers to achieve any tangible benefits by breaking up the present consolidated wage and by awarding the new increases by way of house allowance.

The loss to the workers, if the increases due to them are given as a separate house allowance, would be substantial because these increases would not be considered as part of wages for the purposes of National Social Security Fund and the workers would be losing the employers' contribution to the Fund on behalf of the workers in respect of these amounts. This loss would be in addition to the other attendant losses on rates of overtime, etc.

The Court can see that the Claimants are determined and are pressing for a separate house allowance so that they can then make representations on the basis that the house allowance being paid to their members is not sufficient for them to secure reasonable accommodation. Further they want to show workers that they have achieved something for them on a matter of principle. In this approach they are definitely more guided by emotions and factors to boost the morale of the workers as against the practical realities of the situation as it exists in Kenya just now under the Guidelines that have been issued by the Government.

The Court would like to point out that the facts and the historical development on the issue of housing in the docks industry are quite different from those of the motor industry. And the Court warned in making its award in the dock industry that that award in itself was not to be considered a precedent to be followed in other industries as each dispute has to be judged upon its own special and peculiar merits put forward by the parties.

The Court would like to focus attention on the fact that the workers under the Guidelines are entitled on an average to two thirds of the cost of living increases during the period under review. So the workers have already been hit by inflation as they are not fully compensated for the loss of their money value. If on top of this the Court was to make an award that would deprive them of certain financial benefits in N.S.S.F. and overtime, etc., then this would be subjecting them to an even greater hardship.

Under the aforesaid circumstances the Court can do no more than to say that the Claimants would be fully justified in their demand as and when there is a change or modification in the Guidelines which would enable the Court to consider favourably the workers' demand on this issue. The Court therefore has come to the conclusion that the Claimants have to wait until such time as the Guidelines are modified before the Court can consider deconsolidating the present wage structure and to award a separate house allowance.

The Court accordingly rejects the Claimants' demand on issue No. 1 and since they have withdrawn issue No. 4 the Court will not make any award on shift allowance either.

On the issue of wage increases the Court after careful consideration on all the submissions and taking into account the Guidelines makes the following award to the workers employed by the Respondents:—

Grade		Present Rates	1st Increment w.e.f. 1-7-78	New Rates after 1st Increment	2nd Increment w.e.f. 1-7-78	New Rates after 2nd Increment
A	I .. .. .	Sh. 585	80	665	70	725
	II .. .. .	615	80	695	70	765
	III .. .. .	645	80	725	70	795
	IIIA .. .. .	735	80	815	70	885
	IV .. .. .	840	80	920	70	990
	V .. .. .	925	85	1,010	75	1,085
	VI .. .. .	1,055	85	1,140	75	1,215
	VII .. .. .	1,145	85	1,230	75	1,305
B	T1 .. .. .	585	80	665	70	735
	T2 .. .. .	615	80	695	70	765
	T3 .. .. .	645	80	725	70	795
	T4 .. .. .	725	80	805	70	875
	T5 .. .. .	840	80	920	70	990
	T6 .. .. .	925	85	1,010	75	1,085
	T7 .. .. .	1,055	85	1,140	75	1,215
	T8 .. .. .	1,145	85	1,230	75	1,305
C	III .. .. .	690	80	770	70	840
	IV .. .. .	940	85	1,025	75	1,100
	V .. .. .	1,135	85	1,220	75	1,295
	VI .. .. .	1,375	85	1,460	75	1,535



The Court further awards that the employees who are earning more than the rates for their grades should also get the above increases.

### 3. Leave travelling allowance

The Court awards the following rates:—

	Sh.
Grades I to IV .. ..	110
Grades V to VIII .. ..	125

### 4. Effective date duration

The Court awards that the effective date should be 1st July, 1978, and the duration should be for two years from that date.

Given in Nairobi this 21st day of December, 1978.

SAEED R. COCKAR,  
*Judge.*

Z. M. ANYIENI,  
*Deputy to the Judge.*

J. M. MUCHURA,  
*Member.*

## GAZETTE NOTICE NO. 3703

### THE INDUSTRIAL COURT

CAUSE No. 41 OF 1978

#### Parties:—

Kenya Union of Commercial Food & Allied Workers  
and

Distributive & Allied Trades Association

#### Issue in dispute:—

Correction be made on an agreement signed on 2nd August, 1977, to reflect 10 per cent increase with effect from 1st December, 1976; 5 per cent wage increase with effect from 1st May, 1977; 10 per cent wage increase with effect from 1st December, 1977, as per 2nd May, 1976, agreement No. RCA. 8/77 and the J.I.C. minutes of 25th July, 1977.

**DATA's version.**—Failure of the Union to honour their signature on the agreement signed on 2nd August, 1977.

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

2. The parties were heard in Nairobi on the 17th day of October, 1978, and relied on their written and verbal submissions. The Respondents also called Mr. P. J. Mwaura to give evidence during the hearing.

#### AWARD

3. The Notification of Dispute Form "A" dated 16th May, 1978, duly signed by the parties was received by the Court on 3rd August together with the statutory certificate signed by the Labour Commissioner.

The Respondents are an association of 47 employers and have in their employment approximately 5,400 persons.

The parties entered into a collective agreement on 26th October, 1976. This agreement was effective from 1st December, 1976 and was to remain in force until 30th November, 1978. It was registered by the Industrial Court in accordance with the provisions of the Trade Disputes Act.

In this agreement consolidated minimum wages/salaries (including house allowance) for clerical and non-clerical employees and accounting machine operators are listed in great detail showing job descriptions sheet numbers job titles and rates in shillings per month with effect from 1st December, 1976, and with effect from 1st December, 1977.

In clause 41 under heading of wage and salary increases it is provided:—

"Employees in receipt of wages and salaries above their grade rates shall be entitled to 10 per cent of their respective personal rates in the first year and thereafter to a further 10 per cent in the second year of the agreement."

As a result of the Cabinet directive on renegotiation of collective agreements in May, 1977, the parties embarked on negotiations with a view to revising the wages of the Respondents employees as embodied in their above-stated collective agreement.

The Claimants demanded a review of the wage clause in accordance with the Government directive to allow up to 6 per cent of the wage increases in agreements signed before 1st March, 1977. They demanded 6 per cent wage increase. The Respondents while agreeing to meet the Claimants pointed out the extremely difficult trading conditions which their members had gone through as a result of the closure of the border of Tanzania in addition to loan restrictions to some of the foreign-owned firms and warned that their members may not be in a position to grant all that the Claimants had demanded.

The parties then met on 25th July, 1977, to discuss this matter and after a long discussion they agreed as follows:—

"1. The minimum wages below Sh. 1,400 per month which came into effect on 1st December, 1976, shall be raised by an additional 5 per cent with effect from 1st May, 1977: Provided that employees earning less than Sh. 1,400 per month whose personal rates are higher than their respective grade rates shall receive not less than 5 per cent wage increase on top of their own individual personal rates with effect from 1st May, 1977.

2. The rest of the agreement shall remain unaltered."

The parties having come to the above agreement, entered into a supplementary agreement and in this agreement it is stated that with effect from 1st May, 1977, the minimum rates below Sh. 1,400 per month which came into effect on 1st December, 1976, shall be raised by 5 per cent so that the new wage structure shall be as follows. . . . Then the job descriptions sheet numbers are set out with the job titles and rates in shillings per month are shown with effect from 1st December and with effect from 1st May, 1977, and 1st December, 1977.

There are two other clauses which read as follows:—

"2. Provided that employees whose current wages are below Sh. 1,400 and whose personal rates are above their grade rates shall receive wage increases amounting to not less than 5 per cent of their individual rates.

3. Except as provided above the rest of the collective agreement shall remain unaltered until its expiry date."

The parties signed the above supplementary agreement on 2nd August, 1977.

The Claimants have now brought this dispute and want the Court to order the correction of the aforesaid supplementary agreement to reflect 10 per cent wage increase with effect from 1st December, 1976; 5 per cent with effect from 1st May, 1977; and 10 per cent wage increase with effect from 1st December, 1977. The Claimants have argued that the supplementary agreement which was drawn by the Respondents contains wrong figures in respect of salary rates with effect from 1st December, 1977, and they state that they signed the agreement without checking these figures and by relying on the Respondents' good faith.

The Claimants further pointed out that the supplementary agreement did not reflect what they had agreed at their meeting on 25th July, 1977, and they maintained that under these circumstances they were entitled to ask for rectification of the supplementary agreement so as to bring it in conformity with the actual agreement reached. The Claimants quoted a couple of legal authorities in support of this argument.

Finally the Claimants maintained that the supplementary agreement as it stood would be defeating the purpose of the Cabinet directive in that the workers would not have benefited at all contrary to the intentions of the Government. They argued that what they had agreed was that the salaries of the employees with effect from 1st December, 1976, were to go up by 5 per cent with effect from 1st May, 1977, and thereafter these salaries effective from 1st May, 1977, were to go up by another 10 per cent with effect from 1st December, 1977. They pointed out that unless the Court made an award in their favour the workers stood to lose a big amount and the Government directive would be defeated in compensating workers for the March, 1977, price increases.

The Respondents on the other hand vigorously denied the Claimants' allegations that they had worked out the figures in the supplementary agreement contrary to what they had agreed at the meeting of 25th July, 1977. They pointed out that the Government directive clearly pointed out that the wage increases were not to be automatic but would have to be negotiated between the parties and that it was in this spirit that they had agreed to give their employees a 5 per cent increase on the rates which were effective from 1st December, 1976. They maintained that the rates which were effective from 1st December, 1977, were to remain unaltered and therefore there was no mistake which needed to be rectified.

The Respondents submitted that the Claimants' representatives when they signed the agreement were satisfied with its contents and had signed it after having been satisfied in every respect as to its contents.

The Respondents also asked the Court not to let the Claimants get away from their written commitment and asked the Court to order the Claimants to honour the main collective agreement as amended by the supplementary agreement.

The Court has to determine if the words "the rest of the agreement shall remain unaltered" can be construed to mean, as the Claimants submit, that the rates with effect from 1st December, 1977, should reflect a 10 per cent increase on the rates with effect from 1st May, 1977. It is quite clear that it was a simple thing for the Claimants if what they claim was the agreement to have put that in writing in so many words in the agreement. There was nothing complicated in this and it was a simple matter. Instead they agreed that the rest of the agreement shall remain unaltered and the "rest of the agreement" includes figures to reflect the salary rates for all the job titles with effect from 1st December, 1977.

The Claimants have relied on clause 41 of the main agreement in their demand for a 10 per cent wage increase with effect from 1st December, 1977, but a close scrutiny of this clause shows that it was applicable only to those employees who were in receipt of wages and salaries above their grade rates. So this clause certainly is not applicable to those who were on the minimum rates.

The Claimants' main hurdle, however, is to give a satisfactory explanation to the Court as to why they signed the supplementary agreement which clearly stated in clause 1 that with effect from 1st May, 1977, the minimum rates below Sh. 1,400 per month which came into effect on 1st December, 1976 shall be raised by 5 per cent and this is followed by the three different salary rates with effect from 1st December, 1976, with effect from 1st May, 1977, and with effect from 1st December, 1977, for each job title numbering 40 in all. The Court notes that the Claimants have pleaded that they did not check the figures or read the agreement before they signed it. The Court finds this very hard to believe because both the top union officials are signatories to this agreement.

If the Claimants are to succeed in this dispute then the Court must find and rectify the two mistakes made by them. First, at the meeting of 25th July, 1977, when they did not clearly express how the rates effective from 1st December, 1977 were to be worked out and by just using the words "the rest of the agreement shall remain unaltered". Secondly, the Court will have again to find in their favour that they appended their signatures to such an important document affecting 5,400 employees without reading and checking the contents thereof to make sure that it complied with the agreement made between them on 25th July, 1977.

After careful consideration of all the submissions the Court is persuaded not to accept the Claimants' arguments. To do so would be to find that the Claimants' top executives are very naive and careless and don't know what they are doing and place far too much trust on the employers. This the Court finds difficult to accept.

The Court is only left with one conclusion and that is that the supplementary agreement reflects exactly what the parties had agreed at their meeting of 25th July, 1977.

Having made the above finding the Court must express its views on the Cabinet directive which intended to give through the process of renegotiation the workers a wage increase to compensate them for March, 1977, price increases. What the parties have done in this dispute is to bring forward 5 per cent of the 10 per cent wage increase with effect from 1st December, 1977, to 1st May, 1977. So it is clear that instead of the workers on 1st December, 1977, receiving wage increase of 10 per cent they are now to receive 5 per cent, the other 5 per cent having been effected on 1st May, 1977. The parties have played around with the overall 20 per cent wage increase over a period of two years and would appear not to have acted properly in the spirit of the Cabinet directive.

The Court expects the parties when they renegotiate the collective agreement which has now expired to ensure that the workers would be fully compensated on the permissible increase under the Guidelines along with the increases allowed to the workers through the Cabinet directive of 1st May, 1977. The agreement is due to be revised now and the parties should

embark on wage revision immediately and the Court hopes that its views will be taken into account by the parties when they work out the new wage and salary rates.

Given in Nairobi this 20th day of December, 1978.

SAEED R. COCKAR,  
*Judge.*

Z. M. ANYIENI,  
*Deputy to the Judge.*

F. E. CHOGO,  
*Member.*

#### GAZETTE NOTICE No. 3704

#### THE TRADITIONAL LIQUOR ACT (Cap. 122)

#### MURANG'A TRADITIONAL LIQUOR LICENSING BOARD

NOTICE is hereby given that the statutory meeting of Murang'a Traditional Licensing Board scheduled to take place on Monday, 4th December, 1978 has been postponed.

A similar meeting shall now be held at the District Commissioner's Office, Murang'a on Monday 5th February, 1979 at 10 a.m.

M. M. ALUBALE,  
*for Chairman,*  
Murang'a *Murang'a Traditional Liquor Licensing*  
19th December, 1978. *Board.*

#### GAZETTE NOTICE No. 3705

#### 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 1978

By Salehmohamed Ramzan Nurmohamed s/o Ramzan Nurmohamed, of Mombasa in Kenya, the deceased for a grant of letters of administration intestate of the estate of the late Ramzan Nurmohamed, of Mombasa in Kenya, who died on the 26th day of November, 1969, at Mombasa in the Republic of Kenya.

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

DEREK SCHOFIELD,  
*Deputy Registrar,*  
Mombasa, *High Court of Kenya,*  
5th December, 1978. *Law Courts, Mombasa.*

#### GAZETTE NOTICE No. 3706

#### PAN AFRICA INSURANCE COMPANY LIMITED MOMBASA

(Incorporated in Kenya)

#### LOSS OF POLICY

Policy No. 59721 for Sh. 10,000 on the life of Fredrick Olekoiyianto, Ilkarian P. School, P.O. Kilgoris, Via Sotik, 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.

G. KARIUKI,  
*Office Manager,*  
Mombasa, *P.O. Box 90383, Mombasa.*  
13th December, 1978.



## GAZETTE NOTICE No. 3707

THE COUNTY COUNCIL OF NYANDARUA  
THE LOCAL GOVERNMENT (ADOPTIVE BY-LAWS)  
(BUILDING) ORDER, 1968

AND

THE LOCAL GOVERNMENT (ADOPTIVE BY-LAWS)  
(GRADE II BUILDING) ORDER, 1968

TAKE NOTICE that pursuant to the powers conferred under the provisions of the above building adoptive by-laws, the County Council of Nyandarua after one month notice from the date hereof has authority to proceed to demolish or remove any temporary buildings or structures at Ol'Kalou Township that do not conform to proper planning of the town or have been put without approved plans or duly approved plans by this council. The temporary structures or buildings affected are all those within the town centre and which lie either in the barter market area, permanent commercial plots or vehicle parks, etc.

The penalty clause under the said by-laws which include heavy fine will be invoked whenever necessary.

The owners of such buildings or structures who fail to satisfy the council, as required herein, will have to demolish theirs forthwith and before the expiry of this notice, failing which the council will move in and carry upon the area of land as specified herein at the expense of the owner.

H. G. KIBATHI,  
Clerk to Council,  
County Hall,  
P.O. Box 200, Nyahururu.

Nyahururu,  
1st December, 1978.

## GAZETTE NOTICE No. 3708

## OFFICE OF THE PRESIDENT

## TENDER NOTICE

## Tender No. 3/78/79—Transportation of Foodstuffs

TENDERS are invited for the transportation of maize, maize meal and sugar and any other bulk supplies for the period ending 30th June, 1979 to the destinations indicated herebelow:—

- (i) Nairobi to Garissa.
- (ii) Nairobi to Wajir.

The price quoted should be per kilometre run, including loading and offloading charges. The tonnage of the vehicle should be given.

Full details of conditions, specifications and instructions may be obtained from Room 116, First floor, Harambee House, Harambee Avenue, Nairobi.

Tenders in plain sealed envelopes must be clearly marked "Tender for Transportation of Foodstuffs" and addressed to the Secretary, Ministerial Tender Board, Office of the President, P.O. Box 30510, Nairobi, so as to reach him on or before 12 noon on 17th January, 1979.

There must be no indication of the tenderer's name on the envelope and failure to observe this requirement may disqualify the tenderer.

M. M. KURIA (Mrs.),  
for Permanent Secretary,  
Office of the President.

## GAZETTE NOTICE No. 3709

## MINISTRY OF WATER DEVELOPMENT

## TENDER NOTICE No. 65/78-79

## Laboratory Chemicals

## TENDER NOTICE No. 66/78-79

## Diesel Driven Pumps

TENDERS are invited for the supply of the above-mentioned items to the Ministry of Water Development.

Prices quoted must be in Kenya Shillings, duty paid and including sales tax and must be for delivery to the Office of the Director, Ministry of Water Development, Stores, Nairobi.

The price must be firm for ninety days after the closing date of these tenders.

The tender documents giving full details of conditions, specifications and instruction may be obtained from Purchasing Section, Room No. 4, in the Office of the Director, Workshop Road, Nairobi.

Tenders must be enclosed in plain sealed envelopes and marked clearly "Supply Tender (as above)" and addressed so as to reach the Director, Water Development, P.O. Box 30521, Nairobi, on or before 19th January, 1979, at 10 a.m. or may be placed into the Tender Box No. 1 provided at the main entrance to our Main Office, Workshop Road.

There must be no indication of tenderer's name on the envelope and failure to observe this requirement may disqualify the tender.

Tenderers or their representatives may attend the opening of the tenders.

S. O. ONYIMBO,  
for Permanent Secretary/Director,  
Ministry of Water Development.

## GAZETTE NOTICE No. 3710

MINISTRY OF INFORMATION AND BROADCASTING  
VOICE OF KENYA

## TENDER No. 7/78-79

## Printing of Kenya Yetu

TENDERS are invited for the printing and production of 100,000 copies of *Kenya Yetu Magazine*, on quarterly basis during the financial year 1979/80, for the Ministry of Information and Broadcasting, to the following specification and conditions:—

*Size.*—Approximately 12½" by 9" consisting of 32 pages, printed off-set.

*Column and column width.*—Three columns of approximately 15 ems each.

*Material.*—Imitation Art paper 75 gm. or 90 gm. (quote for both).

*Types.*—10 points or 12 points.

*Colour.*—Front, centre spread and back pages to be in four colours.

*Folding.*—Folded saddle stitched two wires and trimmed flush.

*Origination.*—Colour transparencies, photographs for black illustration and copy to be supplied by the Ministry of Information and Broadcasting.

*Run-on-price.*—Also quote for 10,000, 50,000, and 100,000 copies.

*Delivery.*—Tenderers are required to indicate delivery time of printed copies.

Prices quoted should be in Kenya Shillings and should include duty and sales tax.

Tenders must be enclosed in plain sealed envelopes marked "Tender No. 7/78-79, Printing of Kenya Yetu Magazine 1979/80" and addressed to the Senior Supplies Officer, Voice of Kenya, P.O. Box 30456, Nairobi, so as to reach him not later than 10 a.m., on 10th January, 1979.

The Government is not bound to accept the lowest or any tender. Tenders must remain valid for sixty days from 10th January, 1979.

S. M. LIPESA,  
for Permanent Secretary,  
Ministry of Information and Broadcasting.

## GAZETTE NOTICE No. 3711

## MINISTRY OF POWER AND COMMUNICATIONS

## TENDER NOTICE No. MET. 11/78/79

## For Headquarters Canteen

TENDERS are invited for running the staff canteen at the Meteorological Headquarters Dagoretti Corner. The canteen caters for 40 shift workers and about 300 workers who take lunch on cash basis. Minor items like cigarettes, sweets, matches, stamps, etc., can also be provided. Electricity, water, tables, chairs, fridge, deep-freeze, gas cooker, etc., are provided.

The caterer will provide for his own cutlery, utensils and gas, and will be responsible for the cleanliness of the canteen. He will employ his own staff and obtain any necessary licences.

He will pay some rent for the premises and should indicate how much he is willing to pay. Inspection can be arranged with the Planning Officer.

Tenders should include a comprehensive priced menu and should be addressed to the Director, Kenya Meteorological Department, P.O. Box 30259, Nairobi, or put in the Tender Box at the Headquarters Dagoretti Corner, so as to reach him by 4th January, 1979, at 10 a.m.

J. K. MURITHI,  
*Director,  
Kenya Meteorological Department.*

#### GAZETTE NOTICE No. 3712

##### NOTICE OF CHANGE OF NAME

I, Daniel Gathumbi Kongo of P.O. Box 30176, Nairobi in the Republic of Kenya heretofore called and known as Daniel Mwangi Mwaniki, hereby give public notice that by a deed poll dated 14th day of December, 1978, duly executed by me, I formally and absolutely renounced and abandoned the use of my former name "Daniel Mwangi Mwaniki" and in lieu thereof assumed and adopted the name of Daniel Gathumbi Kongo as aforesaid for all purposes and I hereby authorize and request all persons to designate, describe and address me by the said assumed name of Daniel Gathumbi Kongo.

Dated at Nairobi this 19th day of December, 1978.

DANIEL GATHUMBI KONGO,  
*formerly known as  
Daniel Mwangi Mwaniki.*

#### GAZETTE NOTICE No. 3713

##### NOTICE OF CHANGE OF NAME

I, Emmanuel Kipnge'tich arap Chelogoi, of P.O. Box 728, Kisumu, Kenya, hereby give public notice that by a deed poll dated the 20th day of September, 1978, duly executed by me, formally and absolutely renounced and abandoned the use of my former name of Emmanuel Kipng'etich for all purposes and request and authorize all persons to designate, describe and address me to designate, describe and address me by such assumed name of Emmanuel Kipnge'tich arap Chelogoi.

Dated at Nairobi this 29th day of September, 1978.

EMMANUEL KIPNGE'TICH ARAP CHELOGOI,  
*formerly known as Emmanuel Kipng'etich.*

#### GAZETTE NOTICE No. 3714

##### SARUBA MUNUHE

##### NOTICE

NOTICE is hereby given of an intended application to the High Court of Kenya under sections 113 and 114 of the Evidence Act (Cap. 80, Laws of Kenya), for an Order of Presumption of Death, in respect of Saruba Munuhe previously of Nguthuru Village, Location 4, Kandara Division, Murang'a District in the Republic of Kenya, who was last seen in 1940 in Murang'a District.

Any person having any knowledge as to whether the said Saruba Munuhe is still alive is requested to communicate with the undersigned within thirty (30) days of the date of this notice.

Dated this 29th day of December, 1978.

C. K. MWIHIA, ESQ.,  
*Advocate,  
Murang'a Farmers Union Building,  
P.O. Box 400, Murang'a.*

#### GAZETTE NOTICE No. 3715

##### TRANSDOLT ALLIANCE HOLDINGS

##### CESSATION OF APPOINTMENT

IT IS notified for general information that in accordance with section 201 of the Companies Act (Cap. 486 of the Laws of Kenya), Mr. Zakayo Muhia Kiarie Timothy, has with

immediate effect ceased to be the Managing Director of Transdelt Alliance Holdings, and the company dissociates itself from any business carried out by him as he is not authorized to transact any business on behalf of the company.

P. M. GITAU,  
*for Secretary,  
Transdelt Alliance Holdings.*

#### GAZETTE NOTICE No. 3716

##### AIMI MA KILUNGU LTD.

P.O. Ulu

##### CLOSURE OF ROADS AND WATER SUPPLY

PLEASE NOTE that the water supply from this estate will be closed from 6 p.m. to 6 a.m. on Thursday, 21st December, 1978. All roads on this farm will also be closed at the same time.

N. W. SWAN,  
*Manager.*

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