



READING SECTION

# THE KENYA GAZETTE

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## GAZETTE NOTICE No. 1

## THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

## ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS Elizabeth Wangui Waweru of P.O. Box 30088, Nairobi, is the registered proprietor of all that piece of land known as L.R. No. 3734/74, situated in the City of Nairobi in Nairobi Area, by virtue of a Certificate of Title registered as I.R. 11143/1, and whereas sufficient evidence has been adduced to show that the said Certificate of Title has been lost. Notice is hereby given that after the expiration of ninety (90) days from the date hereof, I shall issue a Provisional Certificate provided that no objection has been received within that period.

Dated the 4th January, 1980.

L. PEREIRA,  
Registrar of Titles.

## GAZETTE NOTICE No. 2

5 PER CENT KENYA STOCK 1978/82

5½ PER CENT KENYA STOCK 1976/80

FOR the purpose of preparing warrants for interest due on the 15th February, 1980, the balances of the several accounts in the above stocks will be struck at close of business on the 15th January, 1980, after which date the stocks will be transferable ex-dividend.

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

## GAZETTE NOTICE No. 3

5 PER CENT KENYA STOCK 1978/82

FOR the purpose of preparing warrants for interest due on the 15th February, 1980, the balances of the several accounts in the above stock will be struck at close of business on the 15th January, 1980, after which date the stock will be transferable ex-dividend.

Stockholders wishing to transfer their stock holdings to the London Register should note that, if the necessary application forms are not lodged with the Central Bank of Kenya in time to enable the applications to be transmitted to the Crown Agents for Oversea Governments and Administrations in London, so as to reach them on or before the 15th January, 1980, payment of interest due on the 15th February, will be made by the Central Bank of Kenya.

Dated the 19th December, 1979.

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

## GAZETTE NOTICE No. 4

## THE INDUSTRIAL COURT

CAUSE No. 18 OF 1979

## Parties:—

Kenya Local Government Workers' Union  
and  
Mombasa Municipal Commission

## Issue in dispute:—

Termination of appointment of Bashir Mchangamwe.

1. The Kenya Local Government Workers' Union shall hereinafter be referred to as the Claimants and the Mombasa Municipal Commission shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on the 6th, 7th, 20th and 21st August, 9th October and 16th November, 1979, and relied on their written and verbal submissions. The Claimants also called Mr. Mchangamwe to give evidence on oath during the hearing.

## AWARD

3. The Notification of Dispute Form "A" dated the 7th February, 1979, duly signed by the parties was received by the Court on the 26th March together with the statutory certificates signed by the Minister for Labour and the Labour Commissioner.

The Minister for Local Government at the time (hereinafter referred to as the Minister) appointed Messrs. James Omollo Kayila and Romesh Chander Kapoor to conduct investigations into the general administration and financial management of the then Mombasa Municipal Council. He did this on the 27th August, 1975, in exercise of powers conferred upon him under regulation 245 of the Local Government Act (Cap. 265).

The Inspectors carried out their work and presented their report to the Minister. This report is privileged under section 131 of the Evidence Act and is a secret document.

On receipt of this report the Minister invoked the powers conferred by section 252 of the Local Government Act and removed the members of the Mombasa Municipal Council. He appointed a Commission to run the affairs of the Council in accordance with the terms and conditions of the Local Government (Mombasa Municipal Commission) Order 1976. The Minister also issued certain directions under regulation 248 of Local Government Act (Cap. 265), which directions were marked secret and included among other things the following paragraphs:

"And whereas I am satisfied that the inefficient and wasteful administration is attributed to the conduct of the Councillors, Town Clerk, Town Treasurer and other section heads serving under the Municipality."

"(2) The Commission terminates the services of any staff who have been found in the Report to be inefficient, negligent, and/or unproductive or have reached their retirement age or are considered excess and unnecessary."

Since the Respondents relied on the Inspectors' report which they made to the Minister, the Claimants asked for the contents of the report to be divulged to them and the Court so that they could answer the charges, if any, made against their member.

The Respondents replied by saying that the Inspectors' report and the document giving directions were confidential documents and were privileged under section 131 of the Evidence Act.

After hearing the parties' preliminary arguments on this point the Court made the following order—

"The relevant part of the above two documents, i.e. Inspectors' report and the Minister's directive to be made available to the Court and the Claimants. They will be admitted subject to section 15 (1) of the Trade Disputes Act as requested by the Respondents. The documents to be made available within 14 days of the date hereof."

The Respondents accordingly filed a second submission setting out the relevant parts in the Inspectors' report that led to the termination of Mr. Mchangamwe.

Mr. Mchangamwe joined the Respondents on the 11th December, 1972, as the Municipal Education Officer, prior to that he had worked for 18 years with the Central Government. The Court has no reason to doubt that his services with the Central Government were unblemished.

On the 22nd December, 1976, he was asked in writing to proceed on all his earned leave with effect from the 23rd December. On the 18th March, 1977, he was again asked to take his leave entitlement of 42 working days for the year 1977 on the expiry of his current earned leave.

On the 2nd April, 1977, his services were terminated as a result of a decision taken by the Respondents with effect from the 1st May, 1977, in accordance with the terms and conditions of service applicable to him and he was told that he was not required to serve the period of notice but was to be paid salary in lieu thereof. His services were terminated under clause 25 (b) of the terms and conditions of service.

Mr. Mchangamwe was on salary scale C: £3,696 by £120 to £4,296 p.a. He was earning £4,056 p.a. at the time his services were terminated.

The relevant minute which records the decision of his termination is 408/77 and reads as follows in part:—

"The Chairman further stated that the three officers named above were sent on leave in December, 1976, with the intention of terminating their employment with the Council before their leave expired. He also referred to the secret

report of the Inspectors appointed by the Minister to conduct investigations into the general administration and financial management of the Mombasa Municipal Council wherein these three officers were amongst those reported on by the Inspectors.

After considerable discussion it was resolved that Mr. Mchangamwe be given three months' notice with effect from the 1st May, 1977, terminating his employment with the Council in accordance with the terms and conditions of service applicable to him and that he be not required to serve the period of notice but be paid in lieu thereof."

Mr. Mchangamwe was paid as follows—

	Sh. Cts
"Three months' pay in lieu of notice .. .. .	20,280.00
Proportionate leave allowance .. .. .	154.50
	20,434.50
Less overpayment for leave taken in advance .. .. .	4,702.00
Total .. .. .	15,702.50"

The Respondents concede that no other terminal benefits, like superannuation fund, have been paid to him as yet.

The Claimants took up the matter on his behalf and reported a trade dispute to the Minister for Labour. The Ministry's findings and recommendation were as follows—

"Findings:

The management stand in Mr. Bashir's case is similar to that of Mr. Wagura in that they just state that his services were terminated under rule 25 (b) of the terms and conditions of service. Nothing is said about the reasons that led to termination and furthermore, it would appear the Commission did not entertain the union's request to meet and discuss the matter. The reasons, therefore, if any are unknown.

The union tried to state possible areas which in their opinion might have influenced the Commission into taking such an action. This, however, in absence of managements comments or reasons for the termination cannot be considered to come to a justifiable conclusion. In light of the above it is my considered opinion that Mr. Bashir's termination was wrongful."

Recommendation:

I therefore recommend that Mr. Bashir be reinstated without loss in service."

The Respondents did not accept the above recommendation and the matter is now before the Court.

During the hearing the Claimants stressed that Mr. Mchangamwe's record of service to the Respondents had been very clean, he had not received any warnings whatsoever from any quarter nor did he receive any adverse confidential reports on his work performance as laid down in rule 28 of terms and conditions of service. They pointed out that Mr. Mchangamwe was not given a chance to defend himself before the Respondents took the action of terminating his services and this amounted to a denial of natural justice to him.

The Claimants' representative argued the case on behalf of Mr. Mchangamwe on the following three main contentions:

That the Government Inspectors did not in their report find the Municipal Education Officer inefficient, unproductive or unnecessary. The major faults they reported were not and could not be attributed to that officer, indeed they depended a lot on Mr. Mchangamwe's annual reports to pinpoint those faults;

that he was dismissed not because of what was in the Inspectors' report; there was a campaign inspired by racial or religious undertones and all Commission did was to appease these pressures. The Claimants have reason to believe that the Commission in their going under the pressures encouraged it;

that in the circumstances the Commission had no justification in terminating Mr. Mchangamwe's service and this situation is not altered by the fact that he was given three months' notice and paid in lieu thereof.

The Claimants called Mr. Mchangamwe to give evidence in this dispute and during his evidence he denied the allegations that had been levelled at him by the Kenya National Union of Teachers and the Mombasa Parents District Association and maintained that they were unfounded and in any case were not of his making. Mr. Mchangamwe admitted that he had signed the

LPOs in respect of certain purchases without inserting the prices for the items ordered. It was, however, argued on his behalf that no payment was made on any of these LPOs before the prices were checked by both the treasurer and the internal auditor and further that the prices of books and papers supplied were known.

The Claimants submitted that Mr. Mchangamwe had suffered a great injustice at the hands of the Respondents at the manner in which his services had been terminated because unless he was reinstated he would lose gratuity of Sh. 34,641.25 and pension of Sh. 692.80 for life. This was because his services had been terminated on grounds of inefficiency and misconduct. They strongly argued that the grounds which had been put forward by the Respondents were not enough to make a man suffer a loss of this magnitude. The Claimants pressed for his reinstatement with all the salary and benefits from the date of his termination up to the date of his reinstatement.

The Respondents referred to the relevant passages in the Inspectors' report on their education department which had covered matters like administration, maintained schools, furniture, equipment and stores, staffing in schools, discipline, school clerks, assisted schools, funds collected by schools, school equipment scheme, arrangement in the education offices, etc. The Respondents maintained that all the shortcomings which had been highlighted in the Inspectors' report were a direct responsibility of Mr. Mchangamwe and that he could not escape bearing the blame for the mismanagement of his section.

The Respondents stressed that the investigations which had been conducted by the Inspectors had been conducted in accordance with the rules of natural justice and they were totally impartial and independent in their investigations. The investigation was quasi-judicial proceeding which gave a fair opportunity to those who were parties to the matter for correcting or contradicting anything prejudicial to their view. The Respondents stated that there was no doubt that the report had clearly highlighted Mr. Mchangamwe's serious administrative inefficiencies resulting in his unproductiveness as their Municipal Education Officer. They added that these deficiencies had been highlighted by completely different bodies, the KNUT, Mombasa branch and the Mombasa District Parents Association. The Respondents referred to the points which had been highlighted in the two memos which these two bodies had submitted to them.

The Respondents also produced copies of the LPOs in support of their contention that Mr. Mchangamwe had issued them without stating the prices of the items ordered which they submitted was a very grave irregularity.

The Respondents did not call any witness and relied mainly on their written and verbal submissions.

The Respondents asked the Court to find that they had acted properly and with full justification and in discharge of the responsibility that had been placed on them by the Minister in terminating the services of Mr. Mchangamwe as he was responsible for the major shortcomings in the Municipal Education Officer's department.

The Court having highlighted in brief some of the more important points involved in this dispute would now analyse and deal with the parties' respective submissions before arriving at a conclusion. To begin with, the Court has before it the evidence on oath of Mr. Mchangamwe who was called by the Claimants and who was cross-examined by the Respondents. The Respondents have not called any witness in support of their case and have relied mainly on the Inspectors' report and other documentary evidence, including the memo from the KNUT and Mombasa Parents Association. It is not disputed that these two memos were received by the Respondents' chairman with great publicity. The KNUT memo is dated the 6th December, 1976 and a week later the Parents Association memo appeared which the Court was told by the Claimants was the product of a meeting held in September. The Respondents cannot deny that although Mr. Mchangamwe gave a ten page reply to the KNUT memo to the Respondents' chairman and members, this reply was not discussed by them either with Mr. Mchangamwe or with KNUT. There is no evidence either that the Parents memo was discussed by the Respondents with him. In fact the Court has no doubt that Mr. Mchangamwe was not given an opportunity by the Respondents to give his answer to the various allegations which had been made against him in these two memos.

On closely reading the Inspectors' report and these two memos the Court gets the impression that the KNUT and the Parents somehow or the other got an inkling about the contents of the Inspectors' report as their memos have to a large extent

corroborated what is contained therein and in some cases they had supported their allegations with examples quoted in the report. The Court feels that the Respondents could at least have made an effort to verify the truth or otherwise of these allegations after giving a hearing to Mr. Mchangamwe before acting on them. The Court cannot overlook the fact that KNUT branch secretary had been interdicted by Mr. Mchangamwe and had been denied promotion and although the Teachers Service Commission lifted the interdiction this gentleman had to forgo the pay for the days he was absent. Obviously there was no love lost between this gentleman and Mr. Mchangamwe.

The Claimants' advocate argued their case on the ground that the Respondents had failed to prove the various allegations against Mr. Mchangamwe for which his services had been terminated saying that it would have been easy for the Respondents to produce the following—

- (1) The number of administrative staff who should have done the non-professional work with which they said Mr. Mchangamwe burdened the Assistant Education Officers.
- (2) The number of unqualified teachers employed on religious basis; they should have produced figures to contradict the figures produced by them.
- (3) The number of interdictions on religious basis.
- (4) The number of children who attended the 40 schools without payment of fees.
- (5) Evidence from the P.E.O. that the relations between his office and that of the M.E.O. was bad.
- (6) A minute of the Council or Commission expressing dissatisfaction with Mr. Mchangamwe's work or any of his many recommendations.

There is also considerable merit in the Claimants' contention that quite a few of the matters on which allegations had been made against Mr. Mchangamwe they were not really his responsibility as for instance the maintenance of schools which appears to be Municipal Engineer's responsibility along with the repairs of school furniture, windows, etc. Further, Municipal Treasurer was also in a way responsible for the stores, collection of school fees, supervision of collection of different funds and maintenance of cash books for these funds. Moreover, if the Respondents had failed to employ adequate number of school clerks and watchmen then it was wrong to blame Mr. Mchangamwe entirely for the poor keeping of the school records and for failing to prevent burglaries.

The Court was given the annual reports which Mr. Mchangamwe had presented to the Mombasa Municipal Council in which he had formulated his various proposals for improving the department and the fact that none of his proposals made any headway is not his responsibility. One area, however, where Mr. Mchangamwe seems to have exhibited a shortcoming was in not organizing the schools inspections properly. This side of his responsibility suffered to some extent because he had deployed the Assistant Education Officers on administration duties rather than using them for professional purposes. If all these matters were all that serious why did it take the KNUT and the Parents Association until after the Inspectors' report to make their complaints? There was nothing preventing them from doing so earlier. This lends credence to the Claimants' submission that they were part of an orchestrated campaign with one purpose: "Give a dog a bad name and hang him."

For the forgoing reasons the Court does not intend to be guided by these two memos in coming to a decision in this dispute as the Court is satisfied that they are biased and are not spontaneous or genuine to a large extent. The Court, must however, carefully consider the report and the findings of the Inspectors'. In this report, however, there is no recommendation which would imply the termination of Mr. Mchangamwe's services. Their recommendations are as follows—

- (i) The Assistant Education Officer should be relieved of the administrative work they had been given so that they could concentrate more on the supervision of the teaching of the various disciplines. The Council should employ an Assistant Municipal Education Officer to deal with all day-to-day administration of the department so that the Municipal Education Officer can be able to deal with matters of planning and co-ordination of the activities of the department.

The Building Foreman attached to the department should step up his maintenance of school buildings and ensure that there is no wasteful expenditure on water, etc. Each school should have its own toilet attendant. The schools should also be properly fenced and provided

with night watchmen to look after them at night as a measure to reduce the number of burglaries and their attendant losses.

- (ii) Priority for development should be given to schools like Chaani, Mwijabu, Shikaadabu and Miritini, which have no proper classrooms when development allocation for the education department are being considered. Unused furniture, found lying in some schools' stores, should be reallocated to the needy schools for use.
- (iii) Every school should have a Clerk and every School Clerk should keep a record of all the stores and furniture supplied to the school. A master inventory should be kept in the education office against which the individual schools' stores could be checked.
- (iv) All grades of teachers should be fairly distributed among the schools and transfers should be done after considering issues like housing which affected the teachers' welfare. Appropriate action must be taken against all teachers who frequently report late and/or absent themselves from duty without good reasons.
- (v) Proper records must be kept for all public funds collected by the schools and the Council's internal audit section must regularly check the collection and application of such funds in all the schools.
- (vi) Proper records must be maintained for school equipment supplies and stores. At least an Accountant Grade II should be assigned to the section to take charge of this evergrowing store. Better storage facility must be found. The Senior Administrative Assistant in the department should be transferred to another department as he failed where he is.
- (vii) If the assisted schools cannot pay their share of the cost of teachers, then the Council should revoke the agency and take over full control of the nine schools affected as was done by Nairobi City Council."

The above recommendations, in Court's view, with the exception of (i) and (iv) do not show any negligence on the part of Mr. Mchangamwe. The recommendations (ii) and (iv) also in a way highlight the shortage of staff of which Mr. Mchangamwe had all along complained. Moreover he had taken action against the teachers which had made KNUT take up arms against him. The Inspectors recommended that appropriate action must be taken against all teachers who frequently report late and/or absent themselves from duty without good reason. This is exactly what Mr. Mchangamwe did and about which KNUT was angry.

The Court has also seriously considered the alleged irregularity in the LPOs but this allegation is considerably lessened in gravity because no evidence of any actual fraud having taken place was produced and because the prices of the articles to be purchased were periodically published and the treasurer had to ascertain all the facts before he approved payment.

The Court has very carefully considered the duties and responsibilities of the Municipal Education Officer and the performance of Mr. Mchangamwe in discharging them as exposed by the Inspectors' report and after weighing the findings and recommendations of the Inspectors with the explanation given by Mr. Mchangamwe in Court, the Court is of the view that the Respondents should have before terminating his services given him an opportunity of answering the various allegations made against him. If this had been done it is highly likely that Mr. Mchangamwe would have received further clear-out directives on the matters concerned rather than suffer a termination. Mr. Mchangamwe was an Education Officer in the Central Government where he had served for 18 years. His duties there were curriculum development and he was head of foreign languages section. May be he did not have the necessary administrative experience but considering everything and particularly the recommendations of the Inspectors the Court has come to the conclusion that Mr. Mchangamwe did not deserve termination of his services and the Court therefore finds that he has suffered a wrongful dismissal.

The Claimants have pressed very hard for his reinstatement saying that otherwise he will lose a gratuity of Sh. 34,641.25 and a monthly pension of Sh. 692.80 for life. The Court, however, notes that the Respondents themselves are anxious that Mr. Mchangamwe should not lose his terminal benefits and have in fact written a letter on the 29th October, 1977 to the Treasurer, Local Government Superannuation Fund in which they have written the following three paragraphs—

"This officer was appointed Municipal Education Officer on the 11th December, 1972, on transfer of service from Ministry of Education where he had been serving since the 14th January,

1955, and his last day of notice expired on the 31st July, 1977. His final contributions were paid to you vide Council's cheque No. 72564 of the 9th June, 1977, in the sum of Sh. 3,265.

It has been a difficult case because the termination was under circumstances which would have been covered under rule 42 of the Local Government Officers Superannuation Fund Rules, 1963, as amended by L.N. 175/75, i.e. the said services would have been deemed to have been terminated under the 10-year rule were the officer's services with the Ministry to be counted as service with the Council.

The Rules do not seem to take into account transferred services for the purposes of computing "continuous employment" (see rules 2, 42 and 62). I note that the Fund takes into account services transferred from the Civil Service only in cases of normal retirement at the age of 55 years—your letter EO/CT/6178 of the 30th September, 1976, refers."

It appears that although the Respondents terminated Mr. Mchangamwe's services for inefficiency and for being non-productive they intended him to be retired in the public interest so that he would get all his terminal benefits but the Court having found that the Respondents erred in terminating his services finds itself in some difficulty as to how to compensate Mr. Mchangamwe because the Court does not intend to award his reinstatement for the simple reason that his relationship with KNUT and the Parents Association has deteriorated to such extent that he would not be able to perform his duties as a Municipal Education Officer as efficiently and effectively as would be expected of him.

The Court has come to the conclusion that Mr. Mchangamwe should be awarded compensation for the wrongful termination that he has suffered and the Court has assessed this compensation to be five months' salary. The Court hopes and expects that all the terminal benefits which have accrued in favour of Mr. Mchangamwe for his 18 years' service with the Central Government and 4½ years with the Respondents will be paid to him in due course. The Court directs the Respondents to pay him this compensation forthwith and to take appropriate steps to finalize the payment of his terminal benefits.

Given in Nairobi the 21st December, 1979.

SAEED R. COCKAR,  
Judge.

F. E. CHOGO,  
G. M. OMOLO,  
Members.

#### GAZETTE NOTICE NO. 5

#### THE INDUSTRIAL COURT CAUSE NO. 50 OF 1979

Parties:—

KENYA Union of Commercial Food & Allied Workers  
and  
Kizingo Beer Distributors Ltd.

Issue in dispute—

Dismissal of Rashid Mwambire.

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

2. The parties were heard in Nairobi on the 26th day of November, 1979, and relied on their written and verbal submissions.

#### AWARD

3. The Notification of Dispute Form "A" dated 21st March, 1979, duly signed by the parties was received by the Court on 3rd August together with the statutory certificates signed by the Labour Commissioner and the Minister for Labour.

Rashid Mwambire was employed by the Respondents on two occasions, the first employment lasted from 2nd April to 21st November, 1975. His services were terminated because of dishonesty and negligence giving rise to loss of Respondents' property. This allegation was neither challenged nor denied by the Claimants.

The Respondents explained that due to repeated pleas by Mr. Rashid and on his undertaking to be honest and to behave they re-employed him from 2nd January, 1976.

One of the Respondents' customers, Sunshine Day & Night Club, had continually complained about bottles of beer to be found missing in some crates in their store after the Respondents had delivered them. It was decided that the club would lay a sort of trap to catch the culprit. On 29th November, 1977, Mr. Rashid and nine other truck loaders went on an assignment to deliver beer to this club. At the club store Mr. Rashid elected to go into the store for checking although he had 11 helpers with him. Then at the later stage he was helped by a casual employee, Mr. Makuthu. After they had finished the work the storeman was called to check the stock but as he came near the store Mr. Rashid dashed out of the store and boarded the lorry and left immediately. An empty bottle of Tusker Export was found lying under the pallets. It should be noted that the club had thoroughly cleaned the store prior to this new load of beer being stacked therein.

The Respondents decided to investigate this matter and established that Mr. Makuthu had seen Mr. Rashid drink a Tusker Export beer and dumped the empty bottle under the pallets.

It is quite interesting to note that Mr. Rashid did not report back to his employers the next day but at around noon on 29th September he came with a letter from the Claimants seeking for a meeting over the alleged wrongful dismissal of Mr. Rashid! After the Respondents had discussed the matter with the Claimants the Respondents decided to terminate his services with effect from 30th September, 1977, by offering him one month's salary in lieu of notice and also offered to pay proportionate leave pay and travel allowance on humanitarian grounds.

Subsequent to this a Labour Officer carried out an informal investigation and interviewed two witnesses, Mr. Makuthu and Mr. Ndira, in addition to hearing the Claimants' and Respondents' representatives. The Labour Officer clearly recorded Mr. Makuthu as saying that he saw Mr. Rashid drinking Tusker Export beer and it did not occur to him that he should report it to anybody as he was new and thought this kind of action was allowed.

The Claimants reported a trade dispute to the Minister for Labour and an official investigation was carried out. The Ministry recommended that because Mr. Rashid was dismissed on mere suspicion he should be given the benefit of doubt and it was recommended that he be paid four months' wages by way of compensation for wrongful termination in addition to one month's pay in lieu of notice and other terminal benefits.

It is quite obvious that had the Ministry not made this recommendation the Claimants would not have brought this dispute to the Court. It is regrettable and unfortunate that the Investigator completely overlooked the statements which had been recorded by A. H. Mwaura of the Mombasa Labour Office who had tried to resolve the matter informally on 5th November, 1977. The Investigator's findings came out on 14th November, 1978, exactly one year after the informal conciliation.

During the hearing the Claimants put up a pathetic performance by submitting a very poor memorandum which their spokesman could not very much improve. The Court is not surprised that the Respondents dubbed the Claimants' memo as a mere fabrication. The parties did not call any witnesses.

The Court finds this dispute to have been an utter waste of the Court's time and hopes that the strictures the Court passed during the hearing will be taken seriously by the Claimants.

After careful consideration of all the submissions the Court finds that the Claimants' demand for Mr. Rashid's reinstatement without loss of benefits should be rejected. The Court feels that the Respondents' offer of one month's salary in lieu of notice and payment of proportionate leave and travel allowance to be adequate under the circumstances.

Given in Nairobi this 24th day of December, 1979.

SAEED R. COCKAR,  
Judge.

F. E. CHOGO,  
G. M. OMOLO,  
Members.

## GAZETTE NOTICE No. 6

THE TRADE MARKS ACT  
(Cap. 506)

## REGISTERED USER

IT IS hereby notified for general information that pursuant to a request received in the Trade Marks Registry, State Law Office, Nairobi, on the 26th April, 1978, the company whose name and address are given below, has been entered in the Register of Trade Marks as a Registered User of the trade mark whose number and particulars are given below in respect of the goods for which the said trade mark is registered in Kenya.

*Registered Proprietor.*—American Home Products Corporation, a corporation of the State of Delaware, whose trade or business address is 680 Third Avenue, City of New York, State of New York, United States of America.

*Registered User.*—Wyeth (Ireland) Limited, a company incorporated with limited liability under the Laws of the Republic of Ireland, of Askeaton, County Limerick, Ireland.

*Address for service.*—Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

*Conditions or restrictions:*—

1. It is intended that the proposed permitted use of the said trade mark shall be subject to the Registered User being completely controlled in all material respects by the registered proprietor or the registered proprietor holding a sufficient majority of the share capital in the Registered User to appoint the majority of the Registered User's directors.

2. It is not intended as a condition of the appointment of the User as a Registered User that it shall be the sole "Registered User".

3. The proposed permitted use of the said trade mark is to be without limit of period for so long as the relationship between the registered proprietor and the Registered User, hereinabove indicated, continues and subject further to the provision that the permitted use may at anytime be terminated by mutual agreement between the registered proprietor and the Registered User.

*TM. No. 23973.*— "S-26" in Class 5 (Schedule III) in respect of specially prepared food for infants and invalids. (Advertised in the Kenya Gazette dated the 23rd March, 1979, under Notice No. 771, on page 396.)

A representation of the above-quoted trade mark can be seen at the Trade Marks Registry, State Law Office, Nairobi, and/or in the publication whose particulars are given above.

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

## GAZETTE NOTICE No. 7

THE TRADE MARKS ACT  
(Cap. 506)

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

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

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

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

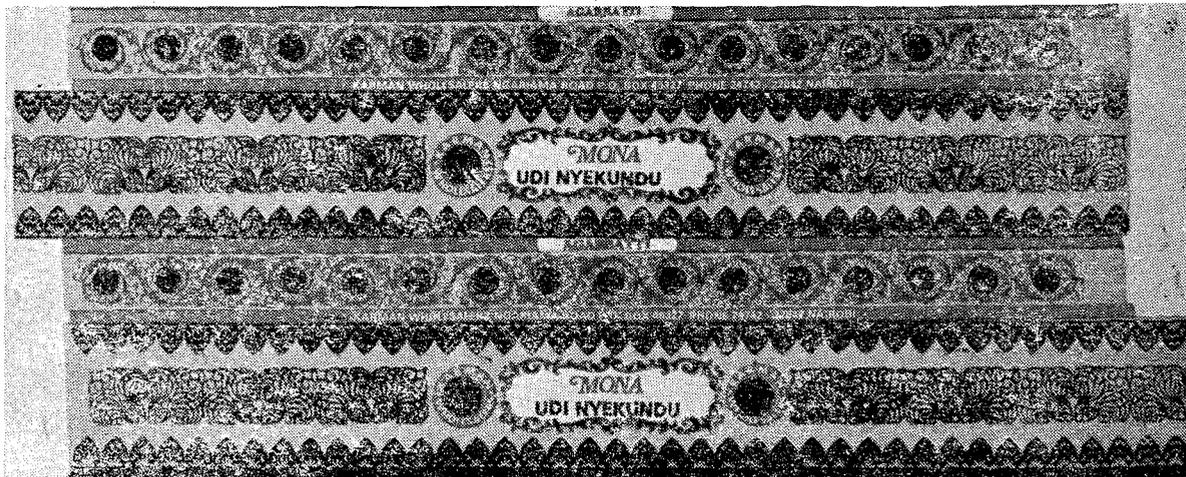
Where it is stated in the advertisement of the applicant that the mark, upon its registration, is to be limited to certain colours, the colours are, as far as possible, indicated in the accompanying representations of the mark in the usual heraldic manner.

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

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

THE nine applications appearing hereunder are proceeding in the name of UDI INDUSTRIES LIMITED, a company duly incorporated under the Laws of the Republic of Kenya, manufacturers and merchants, of P.O. Box 42839, Nairobi.

ALL IN CLASS 4—SCHEDULE III



B26636.—Perfumed joss sticks. 13th November, 1979.



B26635.—Perfumed joss sticks. 13th November, 1979.



B26637.—Perfumed joss sticks. 13th November, 1979.



B26642.—Perfumed joss sticks. 13th November, 1979.



B26641.—Perfumed joss sticks. 14th November, 1979.



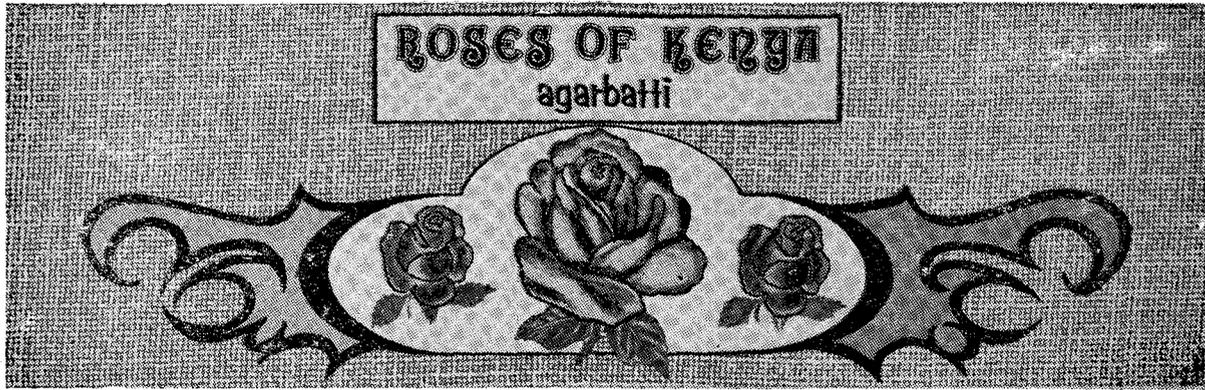
B26640.—Perfumed joss sticks. 13th November, 1979.



B26639.—Perfumed joss sticks. 13th November, 1979.



B26638.—Perfumed joss sticks. 13th November, 1979.



B26643.—Perfumed joss sticks. 13th November, 1979.

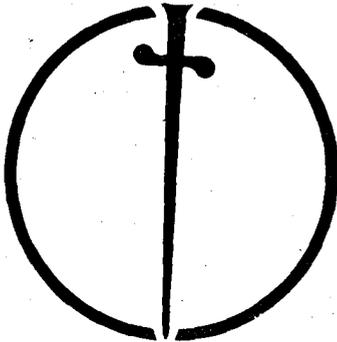
## IN CLASS 1—SCHEDULE III

**WELRO 680**

(Registration of this trade mark shall give no right to the exclusive use of the figures 680 separately apart from the mark as a whole).

26493.—Chemical products used in industry tempering substances and chemical preparations for soldering. (To be associated with TMA. No. 26444). WELRODS LIMITED, a limited liability company organized and existing under the Laws of Kenya, manufacturers and merchants, of P.O. Box 40436, Nairobi, and c/o Messrs. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi. 18th September, 1979.

## IN CLASS 5—SCHEDULE III



23886.—Pharmaceutical, veterinary and sanitary preparations, medicated preparations for the treatment of the scalp and skin, deodorants, air freshening preparations, insecticides, disinfectants, germicides and antiseptics, infants' and invalids' foods, dietetic foods, medicated beverages and preparations included in Class 5 for making such beverages. RECKITT & COLMAN (OVERSEAS) LIMITED, a British company, exporters and merchants, of Danson Lane, Hull, Yorkshire, England, and c/o Messrs. Daly & Figgis, advocates, P.O. Box 40034, Nairobi. 19th May, 1977.

## IN CLASS 20—SCHEDULE III

**Ganijee Glass Mart**

(Trade mark limited to colours blue and white.)

26286.—Building glass, glaziers and picture frame moulding manufacturers. (To be associated with TMA. No. 26287.) GANIJEE GLASS MART, registered under Business Names Act, Laws of Kenya, P.O. Box 42838, Nairobi, Kenya. 12th July, 1979.

The five applications appearing hereunder are proceeding in the name of CHINA NATIONAL LIGHT INDUSTRIAL PRODUCTS IMPORT & EXPORT CORPORATION, SHANTUNG BRANCH, of 8 Tientsin Road, Tsingtao, the People's Republic of China, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

## IN CLASS 20—SCHEDULE III



(The Chinese characters appearing on the mark mean "PEARL".)

26334.—Mirrors. (To be associated with TMA. No. 26335.) 25th July, 1979.

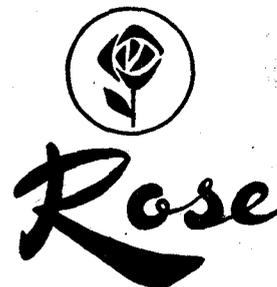
## IN CLASS 21—SCHEDULE III

(The Chinese characters appearing on the mark mean "PEARL".)

26335.—Flasks, enamelware, aluminium ware. (To be associated with TMA. No. 26334.) 25th July, 1979.

## IN CLASS 8—SCHEDULE III

**玫瑰**



(The Chinese characters appearing on the mark mean "ROSE".)

26336.—Pocket knives, folding scissors and nail clippers. (To be associated with TMA. No. 26337.) 25th July, 1979.

IN CLASS 26—SCHEDULE III

(The Chinese characters appearing on the mark mean "ROSE".)

26337.—Hand needles and slide fasteners. (To be associated with TMA. No. 26336.) 25th July, 1979.

IN CLASS 6—SCHEDULE III



(The Chinese characters appearing on the mark mean "DOUBLE DOVE BRAND".)

26582.—Louvre window frames mild steel shelf brackets, iron hasps and staples, steel slotted angles. 18th October, 1979.

IN CLASS 20—SCHEDULE III



(Trade mark is limited to clours green, grey and white.)

26287.—Manufacturers of windscreens for all automobiles in clear and tinted shaded colours and glass processors. (To be associated with TMA. No. 26286.) PANAFRICAN GLASS INDUSTRIES LTD., of P.O. Box 42838, Nairobi, Kenya. 12th July, 1979.

CORRIGENDA

TMA. No. 26356.—"RHINO Device" in Class 32. Advertised under Notice No. 3521, on page 1572. This trade mark should have been associated with TMA. No. 21592.

TMA. No. 26382.—In Class 25. Advertised under Notice No 3521, on page 1572, Kenya Gazette dated 7th December, 1979. The trade mark should have read: "COUNTRY-LAD."

REMOVED FROM THE REGISTER THROUGH NON-PAYMENT OF RENEWAL FEES

TM. No.	Trade Mark	Proprietor
9857	ZENITH	Zenith Radio Corporation
9121	ZENITH	Zenith Radio Corporation
B20512	M & E CORPORATE Device	McGraw-Edison Company
B20513	Device	McGraw-Edison Company
B20514	Device	McGraw-Edison Company
B02515	Device	McGraw-Edison Company

TRADE MARKS WITHDRAWN AFTER ADVERTISEMENT

TM. No.	Trade Mark	Proprietor
23332	SUNSHINE ASSORTED	House of Manji
25777	ORCHESTRE LES MANGELEPA	Phonogram Ltd.

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

GAZETTE NOTICE No. 8

THE LIQUOR LICENSING ACT

(Cap. 121)

BUNGOMA LIQUOR LICENSING COURT

DULY authorized by the Provincial Commissioner, Western Province, Kakamega, a special sitting of the Bungoma Liquor Licensing Court will be held on Friday, 28th December, 1979, at the District Commissioner's Office, Bungoma, at 10 a.m., to consider applications received.

A list of applications may be seen at the District Commissioner's Office, Bungoma.

S. K. TOROREY,  
Chairman,  
Bungoma Liquor Licensing Court.

GAZETTE NOTICE No. 9

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
759/79	Clement Chimwani	Shivakala Sub-Loc. Kakamega	2-8-79	Intestate
395/78	Raphael Kiprono arap Ruto.	Kongoti Village, Kericho District	8-8-78	Intestate
166/79	Ndegwa Chege ..	P.O. Box 27 Kikuyu	2-8-77	Intestate
473/79	Kiania Mugambi ..	Mahiga Location, Othaya Division, Nyeri	30-10-77	Intestate
210/77	Stanley Kabengi Mucheke.	Kitharene Muthaara, Meru	28-8-76	Intestate
536/77	Francis Shikokoti ..	Savane Sub-Loc., Idakho, Kakamega	12-3-73	Intestate
294/79	Joshua Thuo ..	P.O. Box 59, Kiambu	3-12-78	Intestate
339/77	Mwaura Kamau ..	P.O. Box 1003, North Kinangop	1-11-72	Intestate
444/79	Kieru Nderi ..	Ngararia Village, Kandara, Murang'a	11-11-74	Intestate

Nairobi,  
21st December, 1979.

D. J. COWARD,  
Public Trustee.

GAZETTE NOTICE No. 10

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. 527 OF 1979

By 1. Jayantilal Govindji Shah, 2. Amritlal Govindji Shah and 3. Dhireschandra Govindji Shah, all of P.O. Box 42527, Nairobi in Kenya, the deceased's sons and the executors named in his will, through C. S. Joshi, advocate of Nairobi

aforesaid, for a grant of probate of the will of the late Govindji Vershi Shah of Nairobi afore-mentioned, who died there on the 12th February, 1978.

## (2) CAUSE No. 528 OF 1979

By Has Mukhrai Purshottam Pardiwalla (also known as "Has mukhrai Purshottam Pardiwalla"), of P.O. Box 43605, Nairobi in Kenya, the deceased's son and one of the executors named in his will (the other executor having expired on the 7th April, 1979), through C. S. Joshi, advocate of Nairobi aforesaid, for a grant of probate of the will of the late Purshottam Ramji Pardiwalla of Nairobi afore-mentioned, who died there on the 17th November, 1977.

## (3) CAUSE No. 538 OF 1979

By Surajben, widow of Somabhai Gokalbhai Patel of P.O. Box 20421, Nairobi in Kenya, the executrix named in the deceased's will, through Messrs. Bhailal Patel & Patel, advocates of Nairobi aforesaid, for a grant of probate of the will of the late Somabhai Gokalbhai Patel of Nairobi afore-mentioned, who died there on the 14th February, 1978.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before the 18th January, 1980.

Nairobi, **M. F. PATEL,**  
28th December, 1979. *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. 11

## ROBERT BANNATYNE KATER, DECEASED

TAKE NOTICE that all persons having any claims against the estate of the above-named, late of Mombasa, who died on the 1st April, 1979, at Mombasa, are requested to lodge and prove details thereof with the undersigned on or before the 7th March, 1980, after which date the executors will distribute the estate having regard only to valid claims then notified.

**HAMILTON HARRISON & MATHEWS,**  
*Advocates for the Executors,*  
*P.O. Box 30333, Nairobi.*

## GAZETTE NOTICE No. 12

## THE COMPANIES ACT

(Cap. 486)

## NOTICE OF DIVIDEND

(Rule 107 (3))

IN BANKRUPTCY AND WINDING-UP CAUSE No. 4 OF 1973

Re: *Nyumba Consumers Trading Company Limited*  
(In Liquidation)Name of company.—*Nyumba Consumers Trading Company Limited.*

Address of registered office.—Office of the Kenya Registrars Limited, fourth floor, Grindlays Bank, Kenyatta Avenue, Nairobi.

Registered postal address.—P.O. Box 20220, Nairobi.

Nature of business.—Financiers, Concessionaires and Merchants.

Court.—High Court of Kenya at Nairobi.

Number of matter.—Bankruptcy and Winding-up Cause No. 4 of 1973.

Amount per Sh. 20.—(i.e. Sh. 20 in the £).

First and final, or otherwise.—First and final dividend.

When payable.—Immediately.

Where payable.—At Official Receiver's Office, State Law Office, Harambee Avenue, Nairobi.

Nairobi, **J. K. MUCHAE,**  
21st December, 1979. *Deputy Official Receiver and Liquidator.*

## GAZETTE NOTICE No. 13

## THE COMPANIES ACT

(Cap. 486)

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

Reg. No.	Name
447	Karen Estates Limited.
1013	Tinytex Limited.
1309	East African Explosives Limited.
3825	Elizabeth Park Flats Limited.
5303	Kithimu Coffee Estate Limited.
5348	The Federation of Sugar Manufacturers of East Africa.
5355	Mandera General Trading Company Limited.
5370	Nuton Limited.
5470	Northern Frontier Development and Construction Company Limited.
5485	Ramji Jethabhai Limited.
5516	Pools Promoters (E.A.) Limited.
5559	Commercial Corporation (Sisal) Limited.
8215	Plums Hotel Limited.
8236	Kudu Safaris and Tours Limited.
8306	Kenpine Export Company Limited.
8777	Basmo Limited.
9377	Consultant Land and Estate Agencies Company Limited.
11107	Associated Industries (1972) Limited.
12962	Medent (Kenya) Limited.
13096	United Import and Export Agencies Limited.
13374	General Filters (Kenya) Limited.
13835	Karuri Investors Limited.
13963	Usalama Clearing & Forwarding Export Import Limited.
14287	Meta (Kenya) Limited.
15662	Shalima Inter-States Company Limited.
17636	Fairway Engineering Kenya Limited.

Dated the 21st December, 1979.

**J. N. KING'ARUI,**  
*Deputy Registrar of Companies.*

## GAZETTE NOTICE No. 14

## MINISTRY OF HEALTH

## MEDICAL TRAINING CENTRE

## EXTENSION TENDER FOR CLEANSING LINEN

TENDERS are invited from suitable firms for cleansing of linen in the year 1980.

The linen includes—Sheets, bed covers, overalls, blankets, towels and pillows.

Prices quoted must be net including charges for delivery to the above centre in Kenya Shillings.

Tenders must be enclosed in plain sealed envelopes marked "Tender for Cleansing of Linen" and addressed to reach the undersigned at P.O. Box 10042, Nakuru, not later than the 15th January, 1980, at 10 a.m.

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

**S. NGIGE,**  
*for Assistant Director of*  
*Medical Services-in-Charge.*

## GAZETTE NOTICE No. 15

## MINISTRY OF WATER DEVELOPMENT

## SUPPLY TENDER No. 38/79-80

## Water Treatment Chemicals

## SUPPLY TENDER No. 38/79-80: WATER TREATMENT CHEMICALS

TENDERS are invited for supply of aluminium sulphate and hydrated lime for water treatment to be called up as and when required for the period ending in the 31st December, 1980.

The prices must be firm for the period of contract except for changes which may from time to time be approved by the Government.

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, Central Stores, Workshop Road, Nairobi.

The tender documents, giving full details of conditions, specifications and instructions may be obtained from Purchasing Section, Block "S", Room No. 3, in the office of the Director, Ministry of Water Development, Workshop Road, Nairobi, on payment of K.Sh. 20 for documents in respect of which a receipt will be issued.

Tenders must be enclosed in plain sealed envelopes marked clearly "Supply Tender No. (as above)" and addressed to reach the Director, Water Development, P.O. Box 30521, Nairobi, on or before the 18th January, 1980, at 10 a.m., or may be placed in the Tender Box No. 1 provided at the main entrance to our main office, Workshop Road, Nairobi.

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

Tenderer's or their representatives may attend the opening of these tenders on the closing date and time.

E. NJAGI,  
for Permanent Secretary,  
Ministry of Water Development.

## GAZETTE NOTICE No. 16

MINISTRY OF WATER DEVELOPMENT  
COAST PROVINCE WATER BRANCH

TENDER No. CPWB 163/79-80

*Air Conditioners*

TENDERS are invited for supply and installation of (16) window type Air Conditioners 12,000 B.T.U. to offices in a new wooden building at Coast Province Water Branch Headquarters, Nkrumah Road, Mombasa.

Interested tenderers can contact Mr. Arunga, Tel. 311691 Ext. 24, P.O. Box 90534, Mombasa.

Price quoted should be expressed in Kenya Shillings and include sales tax and should remain firm for (60) days from closing date.

Tenders must be enclosed in plain sealed envelopes which do not bear the name or identity of the tenderers and marked on top "Tender No. CPWB 163/79-80 Air Conditioners" addressed to the Secretary, Coast Province Water Branch Tender Board, P.O. Box 90534, Mombasa.

So as to reach him not later than 2 p.m. on the 7th January, 1980.

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

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

## GAZETTE NOTICE No. 17

MINISTRY OF BASIC EDUCATION  
KENYA SCHOOL EQUIPMENT SCHEME

TENDER No. 9/79

*Supply of School Chalks*

TENDERS are invited for the supply of 245,000 and 90,000 boxes of chalk white and assorted colours respectively to the Kenya School Equipment Scheme, Nairobi. Each box should contain 150 sticks.

Tender documents giving full details are obtainable from the Head, Kenya School Equipment Scheme, Likoni Road, P.O. Box 17278, Nairobi.

Quotations which should be submitted in plain sealed envelopes marked "Supply of School Chalks" may be posted to the above given address or be delivered and be placed into our tender box.

Two samples must be submitted on or before the closing date.

Tenders will close at 9.30 a.m. on Friday, the 11th January, 1980, and will be opened at 10 a.m. on the same day.

T. N. NGUGI,  
Head, Kenya School Equipment Scheme,  
for Permanent Secretary.

## GAZETTE NOTICE No. 18

OFFICE OF THE PRESIDENT  
KENYA POLICE

*(Re-advertisement)*

TENDER No. CTO/4/79-80

## SUPPLY OF TYRES AND TUBES

TENDERS are invited for the supply of the following items—

Tyres 900 x 16, 6 ply—qty.—40.

Tubes 900 x 16, qty.—40.

Prices quoted must include duty and sales tax. Delivery period must also be clearly indicated.

Completed tenders must be enclosed in plain sealed envelopes and marked "Tender No. CTO/4/79-80—Supply of Tyres and Tubes" and sent to Commissioner of Police, Police Headquarters, P.O. Box 30083, Nairobi, or deposited in Tender Box situated at the Police Headquarters Building, ground floor, not later than 10 a.m. on the 28th December, 1979.

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

S. K. KOINANGE,  
Administrative Secretary.

## GAZETTE NOTICE No. 19

OFFICE OF THE PRESIDENT  
ELGEYO/MARAKWET DISTRICT

TENDER FOR PURCHASE OF SECOND HAND GK TRACTOR

TENDERS are invited for the purchase of the following GK second hand tractor:

Registration No.	Make	Year of Registration
GK 7941	Ferguson	1968

The tractor which is to be sold in "as is" condition can be viewed at the Chebororwa Farmers Training Centre, Chebororwa, between 8.30 a.m. and 4 p.m. except on Sundays.

Tenders in plain sealed envelopes clearly marked "Tender for Purchase of GK Tractor", must be addressed to the District Commissioner, Elgeyo/Marakwet District, P.O. Iten, via Eldoret, so as to reach him on or before 12.30 p.m. on Friday, the 18th January, 1980.

Then Government is not bound to accept the highest or any tender.

K. B. OGARA-OKECH,  
Acting District Commissioner,  
Elgeyo/Marakwet.

## GAZETTE NOTICE No. 20

OFFICE OF THE PRESIDENT  
SUPPLIES BRANCH

TENDER NOTICE No. 85/79—HYDRAULICS

TENDERS are invited for the supply of the above-quoted items to the Officer-in-Charge, Supplies Branch, Likoni Road, Nairobi.

Prices quoted must be net (duty and sales tax paid) and expressed in Kenya Shillings. In the event of the Government altering the rate of customs duty and/or sales tax, both parties would consider appropriate price adjustment.

Tender documents (giving necessary details) should be collected from the undersigned or sent on written request upon payment of unrefundable charge of K.Sh. 150 per set of two.

Tenders must be enclosed in plain sealed envelopes marked "Tender No. 85/79—Hydraulics" and addressed to reach the undersigned at P.O. Box 30346, Nairobi, or be placed into the Tender Box at the entrance to our office block not later than the 18th January, 1980, at 10 a.m.

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

Participating tenderers are free to witness the tender opening process but it will not be possible to announce the quoted prices.

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

## GAZETTE NOTICE No. 21

## DEPARTMENT OF CUSTOMS AND EXCISE

NOTICE is hereby given that the undermentioned goods will be sold by Public Auction in the Customs Warehouse, Kilindini, on the 4th February, 1980 if not cleared before then—

PHILLIP M. MULILI  
Assistant Commissioner of Customs and Excise,  
Southern Region—Mombasa,  
for Commissioner of Customs and Excise, Kenya.

## UNENTERED GOODS LYING IN CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

W.E.K. No. and Date	Ship's Name	Date	Marks and Numbers	Description of Goods
175/26-6-78 51-24	Vasilis .. ..	13-4-78	Glaxo East Africa Ltd. P.O. Box 18288 Nairobi, Kenya.	10 bags chemical.
185/21-8-79 51-16	Vishva Mangal .. ..	27-6-78	R.C.C. Nairobi, Mombasa .. ..	3 cases dates.
			Chemafriac Nairobi via Mombasa -/-/ 900.	1 bag chemical.
			Pan African Paper Mills (E.A.) Ltd. P.O. Box Webuye, via Mombasa.	1 bag chemical.
406/15-1-79 50-185	Vishva Seva .. ..	11-10-78	J. M. W. K. Doshi 110-71 Mombasa 262/271.	10 cases electric lighting fittings.
325/30-12-78 51-18	C.D. London .. ..	15-8-78	Specialized Mouldings 401498 Mombasa.	28 plates fibres glass-chopped strand mat.
145/26-6-78 51-20	Cura Cao Maru .. ..	24-4-78	Sundries Mombasa .. ..	20 cartons plastic goods strainers.
461/27-2-78 51-74	Kota Selamat .. ..	6-12-77	Mombasa No. 1-1000 .. ..	1 case bowls.
			Mombasa Kenya .. ..	1 case hoes.
			NIL	7 cases enamel ware; 1 case claw hammer.
461/27-2-78 51-74	Kota Selamat .. ..	6-12-77	Mombasa No. 1-100 Mombasa Kenya Nil.	1 case bowls; 1 case hoes; 7 cases hame ware; 1 case claw hammer; 8 cartons porcelainware; 1 carton ash tray; 4 cartons plates..
160/24-4-78 51-12	Kota Rakyat .. ..	14-2-78	77 TJ Mombasa .. ..	1 case hoes.
			SOL 3037 Mombasa 18-21 .. ..	1 case adjustable spanners.
			LMN Mombasa Lot 97 .. ..	1 carton candles.
			Roses 8112 PCO524 Mombasa .. ..	1 carton cups saucers.
			SB Msa -/-/ 1-2000 .. ..	1 carton ink.
			NIL .. ..	1 case axes; 3 cartons hammers; 2 cases hoes; 4 cartons ink; 1 carton candle; 10 cartons porcelainware.
261/15-10-79 53-48	Vishva Anandi .. ..	17-8-79	Khatas Mills Fine Supper .. ..	2 cases electrical fittings. 1 case electrical fittings.
11/2-4-79 52-11	N. Eems .. ..	3-1-79	NIL Marks .. ..	3 cartons test tubes; 2 cartons paper bags; 2 cartons machinery parts; 2 cartons; bekuniv instant herbalsecation; 11 cartons medicine.
281/12-11-79 53-66	Historia .. ..	9-9-79	VTO 1013 Maseno Kenya .. ..	1 case personal effects.
			Emco E O 340 79 Nairobi via Mombasa 6840.....	1 case stainless steel sheets.
			E.A.P.C. Mombasa Case No. 505 .. ..	1 case pump spares for cement making machinery.
274/15-10-79 53-58	Novopolotsk .. ..	26-8-79	Furs and Wools Ltd. Nairobi via Mombasa No. 1/3.	2 cases and 1 crate machinery.
283/15-10-79 53-68	Havana Maru .. ..	5-8-79	NI KPC/Misshoiwawi Mombasa Nairobi Products Pipe Line Project No. Mombasa Shipping No. Case No. 1/1.	1 case spare parts for motor pipes.
280/15-10-79 53-65	Brunella .. ..	17-8-79	Umoja Eleko Ltd. P.O. Box 46952 Nairobi Kenya via Msa. WJFI.	1 case copper materials.
280/15-10-79 53-65	Brunella .. ..	17-8-79	Shkadri and Son Box 1480, Nairobi Kenya Msa. WJFI	1 case copper materials.
			Interstate Elek Suppf P.O. Box 585556 Nairobi Kenya	1 case copper materials.
			Vijico Kenya Ltd. P.O. Box 11677 Nrb. Kenya via Msa. WJFI	1 case copper materials.
			Kadri Eces Eng. Co. Ltd. P.O. Box 11480 Nrb. Kenya via Msa. Ujfi.	1 Case Copper Materials.
			Rite Ltd. Box 59422 Nrb. Kenya via Mombasa.	1 case copper materials.
280/15-10-79 53-65	Brunella .. ..	17-8-79	111/1523 ASC Nrb. via Mombasa ..	40 bags chemicals.
286/15-10-79 53-71	Fides .. ..	30-8-79	NIL .. ..	15 cartons hurricane globes; 2 bale cotton.
			K.P.C. Nusho-wa Mua Nrb. Products pipeline Projects.	1 case spare parts.
546/24-7-78 51-160	C.O. Exeter .. ..	14-5-78	S.B. Mombasa 1-2000 .. ..	1 carton medicine.
268/17-9-79 53-52	Diego .. ..	17-7-79	Nicacn No. 81A Limuru via Msa. Kenya.	2 plates fittings.
			Nicacn No. 818 Limuru V M Msa. Kenya.	2 plates fittings.
			NIL .. ..	14 cartons hurricane lamp globes.
287/15-10-79 53-72	Zelande .. ..	12-8-79	Feb/Cde 94-1049 Sucrerie Nzoia Nrb. N. 112 Kenya 1/1.	1 case machinery spare parts.
104/21-5-79 52-78	Mritidiotida .. ..	8-3-79	Min. of Industry Oil Project Alman Port Aden -/-/ 2660 -/-/ 2661 2656.	1 carton Chemicals; 2 cases chemicals.
			NIL .. ..	10 cartons medicine; 2 pieces metal rods.
			NIL Mark .. ..	1 case pocket knives.
285/16-7-79 53-70	N. Fushimi.. ..	11-5-79	Kenwool 7840 Limuru via Msa. Kenya -/-/ 1104.	1 carton thread.
			Jay Dees 70/2 Nrb. via Mombasa ..	1 carton thread.
			Impex 44543 P No. 20-23 .. ..	2 crates pipe fittings.

## UNENTERED GOODS LYING IN CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

W.E.K. No. and Date	Ship's Name	Date	Marks and Numbers	Description of Goods
165/16-7-79 53-26	Lygen Ford	24-7-79	UM Kehittsh Thistyo Milk Collection Centre Mombasa 1/17 17/17. Address ... KGW Ltd. 3080 to 208/78 -/-/ 3090 Mombasa. NIL Marks	17 packages generator sets. 1 case used clothing; 8 dozens used clothing. 1 case machinery parts.
165/16-7-79 53-26	Lymgenford	24-7-79	RN-2502-79 P004-K-Asse No. 1-2 .. NIL	2 bundles metal framework.
446/12-3-79 51-87	S. O. Bihar	—	C.H.S.S. Ltd. Nairobi via Mombasa .. V.A.G. Gep. No. 14574 Nairobi via Mombasa -/-/ (7) or N/S Yusuf Abdul Gani Ltd. Nairobi via Mombasa.	2 bundles metal frame work. 1 bag metal rings; 1230 pieces plough parts; 11 pieces plough parts; 1 motor car spring; 35 bundles plough parts. 1 case calendars. 1 case pipe wrench.
368/27-11-78 50-134	Patricia	30-9-78	NIL	13 cartons; 23 glasses.
111/28-3-78 51-160	Victorias	1-1-78	NIL Marks	2 cartons jugs; 1 carton books; 1 carton plastic ware; 1 carton medicine; 1 carton pressure cooker.
161/26-5-79 52-140	17 Patriot	27-3-79	P.G.P. Mombasa 1-8	4 cartons steel belted tyres.
155/16-7-79 52-131	N. Fiji	19-5-19	Brewonesh A/6457 Rabout No. 120 .. I. I. Niamey via Lome	1 carton hurricane lamp globes. 1 carton sandals.

## BONDED GOODS LYING IN CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

Bond No.	Entry No. and Date	Owner	Description of Goods
39	Re. Whg. of 217/23-3-79 .. Re. Whg. 233/14-5-77 .. Re. Whg. 148/18-2-77 ..	CEL 4956/5463 Nrb/Msa. -/-/ 3/4 .. PB 5331 Msa. Made in Germany 1610 WB 1011/1-4- RHD Nairobi via Mombasa.	2 triwall c/s furniture parts. 1 case imitation jewellery. 4 bales candle wicks.
	Re. Whg. 012/2-11-76 .. Re. Whg. 65/11-5-77 ..	MI/GP Mombasa 869 .. CP Buc 62/49/70 Jinja via Msa. L/L 66/A3/70 30906 1/1 81022/70 30920 1/1.	2 cases ball pen refills. 4 packages motor vehicle parts.
	Re. Whg. 162/11-5-77 .. Re. Whg. 160/11-5-77 .. Re. Whg. 214/19-7-79 ..	Volvo Kisumu via Mombasa 106/71 .. GE Dorsus Mombasa E.A. Bus Co. 108/EPE/12/70 Jinja via Msa. 10769 -/-/ 1.	2 cases motor vehicle and accessories. 2 cases personal effects. 1 case motor vehicle parts.
	Re. Whg. 163/11-5-77 .. Re. Whg. 235/14-5-77 .. Re. Whg. 218/23-3-77 .. Re. Whg. 143/11-8-77 .. Re. Whg. 219 ..	Diocese of Kisii Kenya E. Africa R1 .. Cestetner Mombasa 2804 .. Cestetner Msa. 1700/2687 .. Vasulug Nairobi via Mombasa 1/19 .. Fiat Kenya Nairobi via Mombasa 11243.	1 case personal effects. 1 carton printing chemicals. 2 bales paper. 17 cartons tyre retreading material. 1 box motor vehicle inner tubes.
	Re. Whg. 161/11-5-77 ..	Tin Containers TE/15/68 Mombasa -/-/ 1-4.	4 drums chemicals.

## GAZETTE NOTICE NO. 22

OFFICE OF THE PRESIDENT  
KERICHO DISTRICT

## RE: SALE OF GK BOARDED VEHICLE

TENDERS are invited for the purchase of the GK No. 800B (Land-Rover S.W.B.), which can be viewed at the District Commissioner's Office Yard, Kericho.

Tenders must be in properly sealed envelopes marked "Tender for Purchase of Vehicle—Kericho District" and addressed to the District Commissioner, P.O. Box 19, Kericho, so as to reach him not later than the 30th January, 1980.

The Government is not bound to accept the highest or any offer.

J. O. OTSIANDA,  
for Acting District Commissioner,  
Kericho.

## GAZETTE NOTICE NO. 23

OFFICE OF THE PRESIDENT  
KIAMBURU DISTRICT

## SALE OF UNSERVICEABLE GOVERNMENT VEHICLES

TENDERS are invited for the purchase of the following Government boarded vehicles—

GK 310C—V/W Saloon.

GK 9105—S.W.B. Land-Rover.

GK 790E—S.W.B. Land-Rover.

GK 310C and GK 9105 can be viewed at the D.C.'s office compound, Kiambu, while GK 790E can be viewed at D.O.'s office compound, Thika.

Tenders in plain sealed envelope marked "Tender for Boarded GK Vehicles", should be addressed to the D.C., P.O. Box 32, Kiambu, or be placed into the Tender Box at D.C.'s Office, Room No. 17, not later than the 19th January, 1980.

The Government reserves the right to accept any tender whole or in part unless the tenderer expressly stipulates to the contrary.

J. P. K. MATUI,  
Acting District Commissioner, Kiambu.

## GAZETTE NOTICE NO. 24

OFFICE OF THE PRESIDENT  
SUPPLIES BRANCH

## TENDER NOTICE No. 96/79

## Advance Warning Device

TENDERS are invited for the supply of the above item to the Government Ministries/Departments as and when required during the period beginning the 1st January, 1980 to the 31st December, 1981.

Prices quoted must be net (duty and sales tax paid) and expressed in Kenya Shillings. In the event of the Government altering the rate of customs duty and/or sales tax, both parties would consider appropriate price adjustment.

Tender documents (giving the necessary details) should be collected from the undersigned or sent on request upon payment of unrefundable charge of K.Sh. 100 per set of two.

Tenders must be enclosed in plain sealed envelopes marked "Tender No. 96/79—Advance Warning Device" and addressed to reach the undersigned at P.O. Box 30346, Nairobi, or be

placed into the Tender Box at the entrance of our office block not later than the 18th January, 1980, at 10 a.m.

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

Participating tenderers are free to witness the tender opening process but it will not be possible to announce the prices.

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

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