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GAZETTE NOTICE NO. 2660

THE ACCOUNTANTS ACT
(Cap. 531)

APPOINTMENT OF THE CHAIRMAN OF THE EXAMINATION BOARD

IN EXERCISE of the powers conferred by paragraph 2 (1) of the Fourth Schedule to the Accountants Act, the Vice-President and Minister for Finance appoints—

E. N. Gitonga

to be the Chairman of the Examinations Board with effect from 1st July, 1980.

Dated the 20th August, 1980.

MWAI KIBAKI,
Vice-President and Minister for Finance.

GAZETTE NOTICE NO. 2661

THE ACCOUNTANTS ACT
(Cap. 531)

APPOINTMENT OF THE VICE-CHAIRMAN OF THE EXAMINATIONS BOARD

IN EXERCISE of the powers conferred by paragraph 2 (1) of the Fourth Schedule to the Accountants Act, the Vice-President and Minister for Finance appoints—

David Mbiti

to be the Vice-Chairman of the Examinations Board with effect from 1st July, 1980.

Dated the 20th August, 1980.

MWAI KIBAKI,
Vice-President and Minister for Finance.

GAZETTE NOTICE NO. 2662

THE ACCOUNTANTS ACT
(Cap. 531)

APPOINTMENT OF MEMBERS OF THE EXAMINATIONS BOARD

IN EXERCISE of the powers conferred by section 15 (1) of the Accountants Act, the Vice-president and Minister for Finance appoints—

David Mbiti,
Dr. S. O. Odede,
R. S. Saini,
Z. K. Kariuki,
Agaptus Ndenge,
Alexander Seath Gray,
E. N. Gitonga,
J. H. Kimura,
John Kamau Njenga,
H. J. Nyamu,
Tudor Jackson, and
John W. Njoroge,

as members of the Examinations Board with effect from 1st July, 1980.

Dated the 20th August, 1980.

MWAI KIBAKI,
Vice-President and Minister for Finance.

GAZETTE NOTICE NO. 2663

THE ACCOUNTANTS ACT
(Cap. 531)

APPOINTMENT OF MEMBERS OF THE REGISTRATION OF ACCOUNTANTS BOARD

IN EXERCISE of the powers conferred by section 12 of the Accountants Act, the Vice-President and Minister for Finance appoints—

Stanley Kunga Mbugua,
Thomas William Tyrrell,
David John Coward,

Githui Kariithi Ihiga,

Raghuir Singh Saini, being the nominee of the Examinations Board, and

Daudi Nzomo, being the nominee of the Vice-Chancellor of the University of Nairobi,

to be members of the Registration Board for one year with effect from 1st August, 1980.

Gazette Notice No. 2363 of 1979 is cancelled.

Dated the 20th August, 1980.

MWAI KIBAKI,
Vice-President and Minister for Finance.

GAZETTE NOTICE NO. 2664

THE SCIENCE AND TECHNOLOGY ACT
(No. 3 of 1977)

APPOINTMENT OF DIRECTOR OF KENYA TRYPANOSOMIASIS RESEARCH INSTITUTE

IN EXERCISE of the powers conferred by section 19 (1) of the Science and Technology Act, 1977, the Minister for Health appoints—

ADRIEL RAYMOND NJOGU

to be the Director of the Kenya Trypanosomiasis Research Institute.

Dated the 22nd August, 1980.

A. K. MAGUGU,
Minister for Health.

GAZETTE NOTICE NO. 2665

THE SCIENCE AND TECHNOLOGY ACT
(No. 3 of 1977)

APPOINTMENT OF DIRECTOR OF KENYA MEDICAL RESEARCH INSTITUTE

IN EXERCISE of the powers conferred by section 19 (1) of the Science and Technology Act, 1977, the Minister for Health appoints—

JAMES MBOGO GEKONYO

to be the Director of the Kenya Medical Research Institute.

Dated the 22nd August, 1980.

A. K. MAGUGU,
Minister for Health.

GAZETTE NOTICE NO. 2666

THE ADVOCATES (ADMISSION) REGULATIONS
(Cap. 16, Sub. Leg.)

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

Richard Omwela, and

Sayd Amirali Kassim,

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

Dated the 25th August, 1980.

JAMES WICKS,
Chairman,
Council of Legal Education.

GAZETTE NOTICE No. 2667

THE ADVOCATES (ADMISSION) REGULATIONS

(Cap. 16, Sub. Leg.)

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

John Muriungi Mutungi,
Onyancha Bw'omote,
Mary Atieno Ang'awa, and
Joseph Muisyo Nzioka,

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

Dated the 26th August, 1980.

JAMES WICKS,
Chairman,
Council of Legal Education.

GAZETTE NOTICE No. 2668

THE ADVOCATES (ADMISSION) REGULATIONS

(Cap. 16, Sub. Leg.)

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

Humphrey Karoki Ndirangu,
Rose Wathiru Muturi, and
Peter Kago Nganda,

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

Dated the 2nd September, 1980.

JAMES WICKS,
Chairman,
Council of Legal Education.

GAZETTE NOTICE No. 2669

THE ADVOCATES (ADMISSION) REGULATIONS

(Cap. 16, Sub. Leg.)

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

Bessie Ambunya

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

Dated the 29th August, 1980.

JAMES WICKS,
Chairman,
Council of Legal Education.

GAZETTE NOTICE No. 2670

THE ADVOCATES (ADMISSION) REGULATIONS

(Cap. 16, Sub. Leg.)

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

John Amendi,
Githire Nderitu Kagia, and
Roselyn V. Amadi,

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

Dated the 30th August, 1980.

JAMES WICKS,
Chairman,
Council of Legal Education.

GAZETTE NOTICE No. 2671

JUDICIAL SERVICE COMMISSION

APPOINTMENT OF DISTRICT MAGISTRATES

IN EXERCISE of the powers conferred by section 69 of the Constitution of Kenya and by sections 6, 7 and 8 of the Magistrate's Courts Act (Cap. 10), the Judicial Service Commission appoints the persons named in the first column to be District Magistrates, with power to hold a Magistrate's Court of the class designated in the second column, and assigns them to the districts named in the third column, with effect from 1st September, 1980.

Name	Class of Court	District
Mohamed Salim Jeneby	Second Class	Isiolo, Marsabit, Moyale and Meru.
Dalmasius Okello	Second Class	Nairobi, Kiambu and Kajiado.

Dated the 2nd September, 1980.

JAMES WICKS,
Chairman,
Judicial Service Commission.

GAZETTE NOTICE No. 2672

THE PARLIAMENTARY AND PRESIDENTIAL ELECTIONS REGULATIONS

(Cap. 7, Sub. Leg.)

PURSUANT to regulation 54 (2) (a) of the Parliamentary and Presidential Elections Regulations, the Supervisor of Elections notifies that the person named below has been elected a Member of the National Assembly for the constituency shown against his name:

Constituency	Name
Garissa South	Mohamed Jubad Ali

Dated the 27th August, 1980.

N. W. KIMANI,
Deputy Supervisor of Elections.

GAZETTE NOTICE No. 2673

THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

ISSUE OF PROVISIONAL LEASE

WHEREAS Ol Kalou Central Farmers' Co-operative Society Limited, of P.O. Box 144, Ol Kalou, a co-operative society registered under the Co-operative Societies Act and having its registered office at Ol Kalou, is the registered proprietor as leasee of all that piece of land comprising by measurement naught decimal one one four eight (0.1148) of an acre or thereabouts, known as L.R. No. 7338/12 (Original No. 3777/56/2), situate in Ol Kalou Trading Centre in the Naivasha District, held under a lease registered as No. I.R. 4/118/1, and whereas sufficient evidence has been adduced to show that the said lease has been lost. Notice is given that after the expiration of ninety (90) days from the date hereof, I shall issue a Provisional Lease provided that no objection has been received within that period.

Dated the 5th September, 1980.

L. PEREIRA,
Registrar of Titles.

GAZETTE NOTICE No. 2674

IN THE HIGH COURT OF KENYA AT NAIROBI
ELECTION PETITION NO. 11 OF 1979

IN THE MATTER OF THE NATIONAL ASSEMBLY
AND PRESIDENTIAL ELECTIONS ACT

(Cap. 7, Rev. 1979)

AND

IN THE MATTER OF THE NATIONAL ASSEMBLY
AND PRESIDENTIAL ELECTIONS REGULATIONS

AND

IN THE MATTER OF A PARLIAMENTARY ELECTION
FOR MATHARE CONSTITUENCY

Between

Andrew Kimani Ngumba (*Petitioner*)

and

Paul K. Boit (*First Respondent*)

Dr. Munyua Waiyaki (*Second Respondent*)

NOTICE OF HEARING

(Rule 19 of the National Assembly Elections (*Election Petition*)
Rules)

To:

1. Messrs. Makhecha & Company,
Advocates,
Baring Arcade, Kenyatta Avenue,
P.O. Box 43935, Nairobi.
2. Messrs. S. M. Otieno & Company,
Advocates,
Uniafric House, Koinange Street,
P.O. Box 72098, Nairobi.
3. The Honourable the Attorney-General,
Attorney-General's Chambers,
P.O. Box 40112, Nairobi.

TAKE NOTICE that the hearing of the above petition has been postponed to the 29th September, 1980, at 10 o'clock in the fore-noon or as soon thereafter as the petition can be heard by the Election Court of the Republic of Kenya, at Law Courts, Nairobi.

Given under my hand and the Seal of the Court at Nairobi on the 1st September, 1980.

M. F. PATEL,
Senior Deputy Registrar, Nairobi.

GAZETTE NOTICE No. 2675

COURT OF APPEAL

COURT CALENDAR 1981

Terms Starts 7th January, 1981

7th to 9th January	Nairobi Criminal Appeals.
12th to 16th January	Nairobi Civil Appeals.
19th to 23rd January	Nairobi Civil Appeals.
26th to 30th January	Nairobi Criminal Appeals.
2nd to 6th February	Mombasa.
9th to 13th February	Nairobi Criminal Appeals.
16th to 20th February	Nairobi Civil Appeals.
23rd to 27th February	Nairobi Civil Appeals.
2nd to 6th March	Nairobi Criminal Appeals.
9th to 13th March	Nairobi Civil Appeals.
16th to 20th March	Nakuru.
23rd to 27th March	Nairobi Criminal Appeals.
30th March to 3rd April	Nairobi Civil Appeals.
6th to 10th April	Nairobi Criminal Appeals.

Easter Vacation—11th to 21st April, 1981

22nd to 24th April	Nairobi Civil Appeals.
29th to 30th April	Nairobi Civil Appeals.

Labour Day—1st May, 1981

4th to 8th May	Nairobi Civil Appeals.
11th to 15th May	Mombasa.
18th to 22nd May	Nairobi Criminal Appeals.
25th to 29th May	Nairobi Civil Appeals.

Madaraka Day—1st June, 1981

2nd to 5th June	Nairobi Civil Appeals.
8th to 12th June	Nairobi Criminal Appeals.
15th to 19th June	Kisumu.
22nd to 26th June	Nairobi Civil Appeals.
29th June to 3rd July	Nairobi Civil Appeals.
6th to 10th July	Nairobi Criminal Appeals.
13th to 17th July	Nairobi Civil Appeals.
20th to 24th July	Nairobi Criminal Appeals.
27th to 31st July	Mombasa.

Summer Vacation—1st August to 15th September, 1981

16th to 18th September	Nairobi Criminal Appeals.
21st to 25th September	Nairobi Civil Appeals.
28th September to 2nd October	Nairobi Civil Appeals.
5th to 9th October	Nairobi Criminal Appeals.
12th to 16th October	Nairobi Civil Appeals.
19th to 23rd October	Mombasa.

Kenyatta Day—20th October, 1981

26th to 30th October	Nairobi Criminal Appeals.
2nd to 6th November	Nyeri.
9th to 13th November	Nairobi Civil Appeals.
16th to 20th November	Nairobi Criminal Appeals.
23rd to 27th November	Nairobi Civil Appeals.
30th November to 4th December	Kisumu.
7th to 11th December	Nairobi Criminal Appeals.
14th to 18th December	Nairobi Civil Appeals.

Christmas Vacation—19th December, 1981 to 6th January, 1982

ALVEL SINGH,
*Deputy Registrar,
Court of Appeal.*

GAZETTE NOTICE No. 2676

IN THE HIGH COURT OF KENYA AT KISII

CRIMINAL AND CIVIL CAUSE LIST FOR THE MONTH OF
SEPTEMBER, 1980

Before Justice N. G. Scriven

On Monday, 15th September, 1980, at 9 a.m. in Chambers

Chamber Summons

H.C.C.C. Nos.:

31/80	John Gichana v. 1. South Nyanza Sugar Co. Ltd. and 2. Nahason Okoth.
17/80	Gesonso Furniture v. Natwabe Ramji and two others.
41/80	Kibet ole Morombi v. Francis Mombosi.
132/77	Ongadi Ogwari v. Ezra Mwabe.

H.C. Misc. Appl. Nos.:

18/78	Joseph Marwa v. Muniko Mucharia.
18/80	Sirilus Omari v. Samwel Motiri.
25/80	Ombui Misiani v. Ogero Nyambori.

Summons for Directions

H.C.C.C. Nos.:

43/79	1. Samwel Muset and 2. Malika Sinda v. Sarara Matongo.
11/80	R. O. Nyamongo v. Abner Oika.
7/80	Peter Muniko v. Timon Ogutu.
36/80	Joseph Oirere v. T. M. Gisa Group.
22/80	Machoka Nyarikini v. Getara Mosungu.

For Pleas

H.C. Cr.C. Nos.:

- 42/80 Republic v. Simion Matinde Ngoko.
- 43/80 Republic v. Daudi Makuru.
- 44/80 Republic v. Aburent Makori.
- 45/80 Republic v. Andrew Onyach Odero.
- 46/80 Republic v. Milka Nyabonyi.

Any other Plea Ready will be Put in Court

For Mention

H.C. Cr.C. No.:

- 41/80 Republic v. 1. Godfrey Gai, 2. Stanslaus Mocho-ronge, 3. John Omongi, 4. Musa Abdallah and 5. Julius Owino.

For Hearing

H.C.C.C. Nos.:

- 112/77 Grison Misasa v. Fatuma Achieng.
- 144/77 Silvester Sindini v. Peter Basweti Ochako.

Formal Proof

H.C.C.C. No.:

- 21/80 Osano Abere v. Clement Getate.

For Hearing

H.C.C.A. Nos.

- 2/79 William Obunga v. Samson Oganga.
- 46/79 Dursila Akinyi v. Barack Okelo.
- 65/78 Justo Oyuge v. Kibwage Kinera.
- 41/78 Dobie & Gethin Ltd. v. Daniel Onsare.
- 41/79 Mrs. Beagita Ochwotho v. 1. Ojwang Okoth and 2. Ogoe Ongete.

On Tuesday, 16th September, 1980, at 9 a.m.

Chamber Summons

H.C.C.C. No.:

- 69/79 Mamboleo Korandi v. Rerina Farmers Co-op.

H.C. Misc.Appl. No.:

- 26/80 Ongechi Anunda v. Joseph Nyabiosi.

On Tuesday, 16th September, 1980

Summons for Directions

H.C.C.C. Nos.:

- 16/80 Ongeri Omwenga v. 1. South Nyanza Company and 2. Nashon Okoth.
- 3/80 Obwogo Mogoi v. Ombasa Mambe.

H.C. Misc. Appl. No.:

- 48/79 Ongori Matoke v. 1. Kenya Commercial Bank and 2. Charles Mosiria Matoke.

H.C.C.C. Nos.:

- 26/80 Reuben Mogesi Okari v. 1. Ongubo Kiagera, 2. Patrick Mogero and 3. Ribin Nyanchoka.
- 18/80 Andrew Mokaya Angwenyi v. Messrs. Renmat Khan and Sons.
- 15/80 Messrs. Adiel Quarry v. Messrs. Ndungu Trading Company.
- 19/80 Robi w/o Wangubu v. Rioba w/o Marwa.
- 23/80 Ikonge Farmers and Traders v. Nelson Matwere.
- 20/79 Paul Angwenyi Mwebi v. Anold Dalhseng.

Civil Hearing

H.C.C.C. Nos.:

- 84/78 Samwel Onyango Oniala v. 1. William Oyugi and 2. Peter Okelo.
- 100/78 Barnabas Orieko v. 1. Owino Ogongo and 2. Owuor Kibuage.

Civil Appeal for Hearing

H.C.C. Appl. Nos.:

- 31/77 Nyangweso w/o Ex-Chief Hassan v. Peter ole Ngeeti.
- 28/79 Karen w/o Akelo v. Charles Okusi.
- 2/80 Lawrence Masese v. Mwita Kenyuru.

On Wednesday, 17th September, 1980 at 9 a.m.

in Court No. 1 at Kisumu

H.C. Cr.C. No.:

- 8/80 Republic v. Joel Sosi Mbai.

On Thursday, 18th September, 1980, at 9 a.m.

H.C. Cr.C. No.:

- 11/80 Republic v. 1. Kasaya Mwita and 2. Waitara Mwita.

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

GAZETTE NOTICE No. 2677

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Njeru Nthakanio of Gaturi Location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 3.00 acres or thereabouts, situated in District of Embu, known as Parcel No. Gaturi/Githimu/326, registered under Title No. Gaturi/Githimu/326, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is given that after the expiration of sixty (60) days from the date hereof, I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated the 16th August, 1980.

S. Z. MUTWIRI,
*Land Registrar,
Embu District.*

GAZETTE NOTICE No. 2678

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Macharia Mugo Nyaga, of P.O. Box 16, Kerugoya in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 3.2 hectares or thereabouts, situated in the District of Kirinyaga, registered under Parcel No. Inoi/Kariko/427, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is given that after the expiration of sixty (60) days from the date hereof, I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated the 12th August, 1980.

K. MWANIKI,
*Land Registrar,
Kirinyaga District.*

GAZETTE NOTICE No. 2679

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Kibiegon Kenduiwa, of P.O. Box 312, Kericho in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 3.6 hectares or thereabouts, registered under the Title No. Kericho/Kiptere/923, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is given that after the expiration of sixty (60) days from the date hereof, I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated the 26th August, 1980.

A. A. AMISSABUOR (Mrs),
*Land Registrar,
Kericho District.*

GAZETTE NOTICE NO. 2680

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Kiptum arap Too, of P.O. Box 38, Muhoroni in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 11.6 hectares or thereabouts, registered under Title No. Kericho/Kipsitet/320, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is given that after the expiration of sixty (60) days from the date hereof, I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated the 22nd August, 1980.

A. A. AMISSABUOR (MRS.),
Land Registrar,
Kericho District.

GAZETTE NOTICE NO. 2681

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Kiptum arap Too, of P.O. Box 38, Muhoroni in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 0.35 hectare or thereabouts, registered under Title No. Kericho/Kipsitet/319, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is given that after the expiration of sixty (60) days from the date hereof, I shall issue a new Land Certificate provided that no objection has been received within that period.

Dated the 22nd August, 1980.

A. A. AMISSABUOR (MRS.),
Land Registrar,
Kericho District.

GAZETTE NOTICE NO. 2682

THE INDUSTRIAL COURT

CAUSE NO. 42 OF 1979

Parties—

Kenya Union of Journalists
and

Nation Newspapers Ltd. and Standard Ltd. (Publishers)

INTERPRETATION APPLICATION RULING

The Court announced its award in the above dispute on 30th October, 1979. In its award the Court ruled that the present salary structure should be retained but it should be varied with effect from 1st April, 1978. The Court then gave details of the increases and further stated that the Court awards that all the journalists with the exception of the four which are excluded in the recognition agreement should benefit from this Court award to the same extent and that even if they are beyond seventh or eighth year they should get these salary increases and the anniversary increases.

"The Court award is applicable to only those journalists who are in employment at the date of the announcement of the Court award."

The Claimants have applied for interpretation of the Court award because they have found out that some journalists employed by the Respondents who are not the holders of the four posts have not benefited from the Court award. The Claimants maintained that the Respondents had wrongly interpreted the award in not giving the benefits arising therefrom to all the journalists with the exception of the four posts mentioned in the recognition agreement.

The Claimants produced the following list of the journalists who had not been given the money awarded by the Court:

The Standard—

Frederick Nyanga Origa, Assistant Editor (News).

Julius Kinothia, Regional Editor.

S. A. Azim, Assistant Editor (Graphics).

Harry Sambo, Assistant Editor, Baraza.

Joseph Nugi, News/Sub Editor.

Mike Smith, Revise Sub Editor.

Mitch Odero, Deputy News Editor and News Editor from June, 1979.

Kaburu Mbatawa wa Ngai, Sub Editor.

Francis Mwaniki M'Thaya, Sub Editor.

Charles Robinson, Features Editor.

Julius Njoroge, Deputy Chief Sub Editor.

Nation—

Chege Mbitiru, Foreign Editor Assistant, Managing Editor.

Irungu, Editorial Assistant.

Azhar Chaudry, Picture Editor.

Cornelius Nyamboki, Chief Parliamentary Reporter.

Joseph Karimi, Deputy News Editor.

Kul Bushan, Business Editor.

Samuel Makinda, Writer/Sub Editor.

Maurus Sicalwa, Deputy Managing Editor.

Wade Huie, Features Writer.

Philip Ochieng', Editorial Copy Reviser, May 1980, Chief Sub Editor.

The Respondents argued that those journalists who were on managerial and supervisory positions similar or more senior to those specifically excluded from union representation by the parties themselves as per their recognition agreement had not been granted the benefits of the Court award. They referred to the relevant part in the recognition agreement which subsequently excludes from the active membership of the Claimants' union:

"Staff in supervisory positions required by virtue of their positions to exercise certain managerial functions and for this reason may be the subject of individual agreements negotiated directly between them and the publishers."

The Respondents further pointed out that in the present day fast changing conditions business organizations change and expand and now there were more than four managerial positions in the industry. The holders of these managerial positions had entered into individual contracts with their employers which clearly stipulate that they are not unionisable.

The Court would like to recall that it received two disputes which were sent to it by the Minister for Labour at the time in July 1979, and they were registered as Cause Nos. 41 and 42 of 1979. Cause No. 42 is the subject matter of this interpretation application but Cause No. 41/79 was stood over by the Court at the parties' request on 6th September, 1979. The Court on that date ordered that the dispute in Cause No. 41/79 be stood over generally without prejudice to Cause No. 42/79. On 1st October, 1979, the Respondents' representative informed the Court that it stood by the Court order that the dispute is stood over without prejudice to Cause No. 42/79. The important point in this is that the issue in dispute in Cause 41/79 is level of representation.

The Court would now like to refer to the parties' recognition agreement where it is clearly written in Clause 2 (a) as follows:

"It is agreed that staff in supervisory positions namely: Editor/Editor-in-Chief, Deputy Editor/Managing Editor, News Editor/Chief Reporter, Chief Sub Editor, are required by virtue of their positions to exercise certain managerial functions, and for this reason may be the subject of individual agreements negotiated directly between them and the publishers. The union recognizes that in the event of a conflict of loyalties resulting from the exercise of their authority, their responsibility to their employers must prevail since they cannot otherwise discharge the functions to their offices. The publishers have no objection to the persons holding the above-mentioned offices being associate or non-active members of the union."

In Cause No. 41/79 the Respondents obviously wanted to increase the above list to be excluded from union representation but then they themselves agreed to defer that dispute which was stood over at their request without prejudice to Cause No. 42/79.

In these circumstances the recognition agreement as existing at present stays on and if the Respondents have entered into private contracts on individual basis with certain journalists then it is tantamount to an unofficial erosion of the recognition agreement. The Court cannot allow this as it would create an undesirable precedent in the field of industrial relations in

Kenya whereby the employers would be in a position to create posts and term them as not being unionisable without bothering to apply for amendment of the recognition agreement in accordance with the normal channels for resolving such matters.

The Court cannot find any valid reason put forward by the Respondents which can persuade it to accept their interpretation on the Court award. The Court award is very clear and the Court upholds the Claimants' interpretation.

The Court would, however, like to point out that it would be wrong for such journalists to get double increases, one through their individual contracts and the other through the Industrial Court award. The Court therefore rules that those journalists who benefit from the Court award should benefit only to the extent of the difference if any which would be due to them under the Court award.

Dated the 1st September, 1980.

SAEED R. COCKAR,
Judge.

C. KIBACHIA,
G. M. OMOLO,
Members.

GAZETTE NOTICE No. 2683

THE INDUSTRIAL COURT

CAUSE NO. 3 OF 1980

Parties:

Kenya Management Staff Association
and

Coffee Research Foundation

Issue in dispute

Termination of Dr. D. M. Okioga.

1. The Kenya Management Staff Association shall hereinafter be referred to as the Claimants and Coffee Research Foundation shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on 10th and 11th April, 22nd and 23rd May, 7th, 14th, 15th, 16th, 17th and 30th July and 1st August, 1980 and in addition to relying on their written and verbal submissions called the following witnesses to give evidence on oath:

Claimants:

Dr. D. M. Okioga.

J. K. Muthama.

Respondents:

Dr. A. M. Kabaara.

E. N. Kuria.

AWARD

3. The Minister for Labour signed the reference of this dispute to the Industrial Court on 17th January, 1980, in accordance with section 7A of the Trade Dispute Act. The Court received the notification of dispute from the Minister with the relevant statutory certificates on 5th February.

Dr. D. M. Okioga is a Ph.D. in plant pathology and mycology. Prior to joining the Respondents he was working for the E.A. Community as head of plant pathology and as a pathologist from 1968 to 1974 February at Arusha.

In September 1973, Dr. Okioga attended an international conference in U.S.A. and represented the E.A. Community and made a contribution on coffee research. The Respondents' director at the time was also at the conference and contacted Dr. Okioga with a view to finding out if he will be willing to work for the Respondents. After discussions it was agreed that the deputy director would write to Dr. Okioga and make an offer.

A letter of appointment from the Respondents dated 15th January, 1974, offering Dr. Okioga the post of Research Officer I was signed by Dr. Okioga on 19th January, 1974. Dr. Okioga started his new job on 1st March, 1974, and on 3rd April, 1974, he was formally advised by the Respondents' director, Dr. A. M. Kabaara, of his appointment as deputy head of the pathology section with effect from 1st March, 1974. In due course Dr. Okioga became the head of the pathology section and also received several increments.

On 29th May, 1979, Dr. Okioga's services were terminated by a letter addressed to him and signed jointly by the Respondents' chairman and the chairman of their staff committee. This letter read:

"This is to inform you that the Staff Committee at its meeting held on 29th May, 1979, decided to terminate your services with effect from 30th May, 1979.

Please hand over all official documents, records and keys in your possession on or before 4 p.m. on 31st May, 1979.

A cheque for your dues will be given to you on 31st May, 1979, when it is hoped you will have handed over everything."

The Respondents' director on 4th June, 1979, handed over the above letter to Dr. Okioga with a covering letter informing him that the operative dates had been amended to read 4th and 5th June respectively because Dr. Okioga had been on leave and that he would cease to be the Respondents' employee at 4.30 p.m. on 5th June, 1979, and his presence at the station after that date without authority would be illegal. He was also advised to pursue his remedy in accordance with the law. This letter was handed by Dr. Kabaara to Dr. Okioga in the presence of acting officer in charge, Ruiru Police Station, Insp. John Muriithi and Corp. Kabogo, also of Ruiru Police Station. The Court was told that one of them was armed with a gun. In due course this termination resulted in a trade dispute being reported to the Minister for Labour which resulted in an investigation being carried out by the Ministry. The Ministry's findings and recommendation were conveyed to the parties on 2nd November, 1979, in the following terms:

"The adjustments to Dr. Okioga's salary have been purely on the basis of personal merit in his work. Dr. Okioga had previously worked with the E.A. Community for six years as Research Officer and Head of Pathology so he was experienced in his field. He had not received any warning letters during his probationary period with Coffee Research Foundation.

As regards Mr. Waller's report every head of department was interviewed by him. The difficulties that Dr. Okioga complained about in his department were reported to the Director which was the proper action to do in such situation.

As a Senior Research Officer, Dr. Okioga, was responsible for the overall research work in his section.

A factor that led to the dismissal of Dr. Okioga is the alleged professional negligence in regard to the recommendation of Bravo 6F for the control of coffee berry disease but the probe committee appointed by the Ministry of Agriculture established that Dr. Okioga was right in his interpretation and presentation of Bravo 6F. He was therefore exonerated from any blame on the issue of professional negligence. This was confirmed in writing by the Director of Agriculture.

There is no evidence that Dr. Okioga was the mastermind in the production of the memorandum on senior staff grievances. The question of him joining the Kenya Management Staff Association is a matter of his own choice. The grounds given by the management fails completely to pinpoint the exact factors that led to the dismissal of Dr. Okioga.

In view of the above the termination of Dr. Okioga's services was unjustified. It is recommended that he be reinstated with immediate effect and be paid his full salary from the date that he has been alleged to have had his services terminated. His services be as if they were never interrupted."

The Respondents rejected the above recommendation and refused to sign the Notification of Dispute Form "A" for the purpose of referring the dispute to the Industrial Court with the result that the Minister for Labour had to use his powers under section 7A which he did on 17th January, 1980, and referred the dispute to the Court.

During the hearing the parties in addition to replying on their comprehensive written submissions thoroughly cross-examined each other's respective witnesses at length and made exhaustive verbal submissions as well.

After considering the parties' submissions and evaluating the evidence of their respective witnesses the Court finds the following facts have been proved in this dispute:

(1) Dr. Okioga did not receive any warning or any other letter setting out any complaint that the Respondents may have had on any of his activities as far as his work was concerned in his professional capacity. He received several increments with the result that at the time of termination of his services he was earning £4,242 p.a. with other allowances and a free house and free water. The Respondents through their witnesses tried to prove that he was given these increases because he was pushy and was not satisfied with anything and that these increases were really meant to appease him and to keep him quiet. If this was true, which the Court does not believe, then it would indeed be a very

strange way of doing things in such an important organization as the Respondents'. The Court has come to the conclusion that Dr. Okioga received these increments on merit and ability. The fact that he asked for increments on occasions did not mean that the Respondents had to give in to his demands until they felt justified that he deserved them. The Court found that both Dr. Kabaara and the chairman of the Respondents' staff committee, Hon. Kuria, are strong characters who are not likely to give in to any unreasonable demands made by any member of the staff.

(2) Dr. Kabaara admitted in evidence that Mr. Waller's consultancy with the Respondents was cancelled after Mr. Waller had made certain criticisms re-general administration of the foundation because according to Dr. Kabaara, Mr. Waller had exceeded his brief. For this Dr. Kabaara held Dr. Okioga responsible for having fed him with information which led Mr. Waller to make the criticism on the general running of the foundation. This particular matter went up to the board level and Dr. Okioga was asked to written explanation, no further action on this matter was state his position and, it appears that after Dr. Okioga's taken or was deemed to be necessary, the implication being that the explanation was accepted. Up to this point there is no evidence to show that there was any reason to suspect that things were not normal or were not running smoothly as far as Dr. Okioga was concerned. The Court feels that Mr. Waller's report was the beginning of the strained relationship that developed between Dr. Kabaara and Dr. Okioga. The Court cannot overlook the serious allegations that were levelled against Dr. Okioga arising out of Mr. Waller's report which accusations were primarily made by Dr. Kabaara. This was in July 1977, or thereabout. Dr. Kabaara felt that Mr. Waller had been engaged to give the necessary higher level professional support to Dr. Okioga who according to Dr. Kabaara was relatively junior. Dr. Okioga had used Mr. Waller to attack Dr. Kabaara's office. In view of this sort of attitude it is highly unlikely that Dr. Kabaara would have forgiven Dr. Okioga or forgotten this incident.

(3) The Court would now like to deal with the matter of the recommendation of Bravo 6F. The Respondents have made a strong plea that Dr. Okioga was guilty of professional negligence in that he recommended this chemical to be used by the coffee farmers for combating coffee berry disease (CBD) after testing it for only one year instead of the scheduled three-year period.

The Court does not intend to go into the details of this various chemicals being used in Kenya for eradicating CBD or to go into their various formulations. The main point at issue on this subject is whether or not Dr. Okioga was guilty of professional misconduct in recommending Bravo 6F without testing it for three years as alleged by the Respondents.

It is not disputed that the procedure that is followed before a chemical is recommended to be used by the coffee farmers is that in the first place the pathology department through its head place the result of the research carried out by that department on a particular chemical with supporting data before the director who in turn then approves it after which the matter is placed before the coffee research advisory committee (CRAC) which is a high powered committee and on which about 15 members sit. This committee is composed of Government, smallholder farmers and plantation group representatives under the chairmanship of the director of research, Ministry of Agriculture, and the various heads of sections from the Respondents are also invited to its meetings. After CRAC approves the chemical then the coffee growers are advised about it.

It is also not disputed that in the case of Bravo 6F this procedure was followed before farmers were advised that they could use this chemical. Dr. Kabaara, however, stated that although he had given approval to the recommendation made by Dr. Okioga re Bravo 6F he had accepted Dr. Okioga's work and word as he had to rely on the professional integrity of Dr. Okioga. He said he had no reason to think that Dr. Okioga was cheating him and he therefore approved and forwarded the recommendation on Bravo 6F to CRAC. Dr. Kabaara further said that he had no reason to disbelieve the findings of Dr. Okioga's research on this matter because the latter had stated that the research after taking into account the previous results was equivalent to three years' testing. In other words it was accumulative research. He said that he accepted this at that time. He further added "there was sufficient justification for it to be picked up at that time although it was not consecutive". Dr. Kabaara also stated that CRAC approved Bravo 6F again because they accepted Dr. Okioga's word as in science you rely on professional integrity until

proved otherwise. He said he had every expectation that Dr. Okioga would adhere to procedures laid down in his section and denied that he, Dr. Kabaara, had himself committed professional negligence in forwarding Bravo 6F to CRAC.

The Court can see the importance of such an elaborate procedure being followed before a chemical can be recommended for use by the coffee farmers. This is a matter of paramount importance to the coffee industry in Kenya and it is because of this that various steps have been set out to carefully vet the results of the research carried out by the Respondents on the various chemicals which the international manufacturers offer to the coffee growers to combat the various coffee diseases. It is for this reason that the final word rests with CRAC, a body composed of eminent scientists and personalities engaged in agriculture in Kenya with particular emphasis to coffee growing.

The Court agrees with Dr. Kabaara that he had to rely on the professional integrity of a scientist working under him but the Court does not agree with him that he was cheated by Dr. Okioga on the period during which Bravo 6F was tested. Surely even a layman should be able to know whether testing has been carried out for one year or three years. It is as simple as that. So there is a very strong inference that for bad or worse Dr. Kabaara accepted Dr. Okioga's research and recommendation based on accumulated tests otherwise Dr. Kabaara would not have forwarded this matter to CRAC. After this the Court does not expect CRAC to be a mere rubber stamp because if it is, then it is letting the Government down. This the Court is not prepared to believe. The Court is satisfied that at the material time the director and CRAC were satisfied as to the research and recommendation carried out by Dr. Okioga on Bravo 6F before they recommended it for use by the farmers. Either they are all guilty of professional negligence or all of them acted in good faith. The Court finds that they all not only acted in good faith but had reasonable material before them on which to so act.

The Court was referred to the report of a committee set up to investigate the use of Bravo 6F for control of CBD. The Claimants referred to a letter written by the director of agriculture in which he stated that Dr. Okioga had been exonerated by this committee from the charge of professional negligence. This letter read as follows:

"On 30th May and 7th June, 1979, it was reported to my Ministry that Dr. Okioga, Head Plant Pathology Section, at the Coffee Research Station, Ruiru, had made a basic error in the presentation of interpretation of field data which led to the final recommendation of Bravo 6F for the control of CBD. This accusation tantamounted to professional negligence by Dr. Okioga.

My Ministry was seriously concerned over the issue as this had national implications on coffee industry as a whole. As a result my Ministry constituted a team of plant pathologists, renowned scientists and representative of coffee farmers to investigate over the matter and submit their findings to my Ministry.

I have received and studied the committee's report and I wish to submit that there was no error made in the presentation and interpretation of field data which led to the final recommendation of Bravo 6F.

Dr. Okioga is therefore exonerated from the charge of professional negligence."

The Respondents have strongly challenged this letter written by the director of agriculture and have accused him of being biased in favour of this chemical because of his business connexions. This was strongly denied by the director of agriculture who stated that although he had an interest in the distribution business of chemicals it was not solely concerned with this particular chemical. His company was distributing all the chemicals that were in the market.

The Court notes that the committee report in one place states as follows:

"One of the first tasks the committee undertook was the establishment of the nature of the basic error that was supposed to have been made in the interpretation and presentation of experimental field data which led to the recommendation of Bravo 6F.

It was clearly established that the basic error was in fact a clerical error in the typed sheets containing summarized data of the 1976/77 Yara II and III trials. No error was detected in graphs published from this data in the 1976/77 CRS Annual Report. It was further pointed out by Dr. Okioga that the clerical error on the typed sheets was brought to the notice of the Director, CRS in a memo dated 28th March, 1979. Since a reanalysis of field results were made

using figures obtained from the original field records this clerical error did not pose any problems for the committee." The Court has also considered the committee's general conclusion which was as follows:

"Having considered the data on which Bravo 6F recommendations was based it is the opinion of the committee that—

- (a) only one year's data at one site positively confirm the effectiveness of Bravo 6F;
- (b) a good proportion of farmers is not satisfied with the performance of Bravo 6F.

Although the recommendation of Bravo 6F followed the normal channels of clearance it is evident that the relevant data were inadequate for a firm recommendation on use of Bravo 6F. Therefore the committee strongly feels the need for further work on dosage rates tested at different sites for several seasons."

The Court must emphasize that the Respondents' director, although a soil scientist, could not have failed to detect such serious omissions if in fact they were so. The result is that the director accepted the raw data on Bravo 6F for 1973/74, 1976/77 and 1977/78 as submitted to him by Dr. Okioga.

The committee of inquiry was strictly not concerned with the termination of Dr. Okioga. It was really an exercise to determine whether or not Bravo 6F should be withdrawn from the market but the fact remains that it had to concern itself with the work of Dr. Okioga.

The Court has carefully considered the various aspects of this particular point and has come to the conclusion that the Respondents were wrong in blaming Dr. Okioga for the recommendation of Bravo 6F. The Court cannot accept the insinuation made by the Respondents that because Dr. Okioga was entertained to a dinner by the manufacturers of this chemical and spent a night in a hotel in Nairobi at their expense this influenced him to make a recommendation which was not warranted. The Court finds that at the time Dr. Okioga, the Respondents' director and CRAC were all satisfied that Bravo 6F would be a useful chemical to fight coffee disease and they recommended it for use. They all acted in good faith and the Court therefore cannot find that Dr. Okioga was guilty of any misconduct in respect of recommendation of Bravo 6F.

(4) There is no evidence to show if Dr. Okioga's work performance was reviewed by the Respondents annually and it was only in the beginning of 1979 that Dr. Kabaara embarked on the pathology section work organization. On 26th January, 1979, Dr. Kabaara asked Dr. Okioga in writing to prepare a detailed memorandum on certain aspects of the work of the pathology section mentioned therein and the first item was a detailed expenditure over the past three years itemized as to upkeep, salaries including overtime, transport, equipment and capital development. Dr. Kabaara in evidence stated that he had ordered this in order to drive home to Dr. Okioga and to ascertain if the pathology section was giving full value for the money spent on it. The Court notes that this review coincided with the other allegations against Dr. Okioga so the Court is in considerable doubt as to the real motive of this exercise.

Dr. Okioga gave very detailed replies to Dr. Kabaara's letter and referred to previous correspondence in 1976 and 1978 pointing out, which according to Dr. Okioga were grave irregularities in the pathology section shopping and purchasing of goods by the Respondents. These letters were submitted in evidence. In paragraph 5 of Dr. Okioga's letter dated 15th March, 1979, he wrote as follows:

"In 1974/75; 1975/76; 1976/77 and 1977/78 financial years there was a balance of £6,989.81; £8,839.28; £51,149.10; and £33,078.82 respectively. Unless this amount of money was returned to the board during the respective years the foundation has to obtain records justifying how this money was spent to avoid implication of embezzlement of funds."

Dr. Kabaara pointed out that this allegation of embezzlement made by Dr. Okioga was not taken seriously by him because it clearly showed that Dr. Okioga did not understand the financial arrangements of the Respondents. He stated that every financial year a certain amount was allocated for certain sections but it did not mean that the allotted amount was passed over to the Respondents. It meant that expenditure could be incurred up to that amount. Therefore if the amount so allotted was not fully utilized the balance was not available to the Respondents. The Court accepts this explanation but cannot understand why, in view of the pathology section not having utilized fully its money allocation all these years Dr. Okioga was being accused of overspending and not giving full value for the money spent. In any case all the expenditure for any section

of the Respondents' undertaking was being accounted for by the accountants who would have been in the best position to give all the necessary answers to the director or to the board, for that matter. The pathology section was not operating as an autonomous body, it was only a part of the Respondents' organization. After considering all the circumstances the Court cannot get away from the conclusion that this exercise was an attempt to embarrass Dr. Okioga, to say the least. At this stage it appears that Dr. Okioga was spending more time in defending himself than in the research work for which he was employed.

In the letter of 26th January, 1979, Dr. Kabaara had also referred to other specific matters namely:

"Alleged unsound recommendation of Bravo.

Submission of project outlines to the directors long after the work has been started.

Termination of research projects undertaken by other officers apparently without any liaison or information to the directorate."

The Court has already gone into alleged unsound recommendation of Bravo 6F and on the other two items but no evidence was produced before the Court during the hearing on other matters.

(5) In or about 10th April, 1979, the Respondents' senior staff forwarded a memorandum of their grievances to the staff committee. It was a very lengthy memorandum and was signed by all the senior staff except the expatriates and a couple of local officers. Both Hon. Kuria and Dr. Kabaara made no attempt to hide their feelings over this matter when they stated that they would not accept any such sort of bargaining as far as their staff was concerned and were most unhappy at this development. Dr. Kabaara went even as far as to say that in his opinion Dr. Okioga was the ringleader of this new move and was rallying all the senior staff to agitate for better terms and conditions of employment. Hon. Kuria also stated that he warned the senior staff that the Respondents were not worried about any threats of strike, etc., and if anybody was not happy he could go. He said that he had told them at a meeting that no one was indispensable. The Court is satisfied that the Respondents, through their two top persons, i.e. the director and the chairman of the staff committee, were not prepared to entertain any sort of organization of their senior employees for the purpose of collective bargaining and that they held Dr. Okioga responsible for having started this agitation.

The Court was told that quite a few members of staff joined the Claimants on 1st May, 1979, and the Claimants alleged that when the Respondents learned about this they did everything possible to make them resign from their membership but failed.

The Court finds that Dr. Okioga's role in organizing the senior staff did not warrant any disciplinary action being taken against him as workers are allowed to exercise their right of freedom of association and to bargain collectively. The Respondents therefore were clearly not on the right track when they openly stated that they would not tolerate their senior staff approaching them collectively for the purpose of bargaining. The Court cannot overlook the serious possibility that Dr. Okioga's termination was a certain extent related to this part of his activity as well.

(6) The Respondents in continuation of the suspicion they had of Dr. Okioga being the ringleader in organizing the senior staff confirmed it positively when they handed the letter of termination to him in the presence of policemen from Ruiru police station one of whom was armed. This was obviously intended to prevent any industrial confrontation between the Respondents and the senior staff and Dr. Kabaara admitted this fact.

The Claimants have strongly relied, apart from the other submissions in this dispute, on the general conditions of employment which were applicable to the Respondents' senior, junior and graded staff. In particular they referred the Court to the warning procedure that is specified therein and to the procedure leading to dismissal or compulsory retirement. They strongly alleged that the Respondents had violated the provisions as contained in the general conditions of employment.

The Respondents on the other hand admit that they had not exhausted either the warning procedure or the procedure for compulsory retirement but strongly asserted that they were not under any obligation to do so because they had used the provisions relating to normal termination of permanent staff which required a three-month notice on either side or by the payment by the Respondents of three months salary in lieu thereof together with any benefits accrued to the employee.

The Respondents conceded that prior to the letter of termination being issued to Dr. Okioga the matter was not discussed or approved by their board but have submitted that the board had delegated the powers of hiring and firing to their staff committee under the chairmanship of Hon. Kuria. The Claimants strongly maintained that the staff committee meeting at which the decision to terminate Dr. Okioga's services was taken lacked quorum which according to the Articles of Association (Articles 57 and 61) required the quorum to be seven. The Respondents, however, pointed out that these provisions had been amended with the consent of the Minister for Agriculture but the Claimants pointed out that the alleged amendment had not been approved by the Minister but had been signed by someone on behalf of the Permanent Secretary in the Ministry and further that such amendment was not registered by the Registrar of Companies.

The Court does not think it really necessary to make a finding on this particular point because as it is the Court has come to the conclusion that Dr. Okioga's services were terminated for no other reason but the deterioration of relationship between him and Dr. Kabaara which really is personal and not very much related to Dr. Okioga's work performance. The Court must mention that the relationship between these two persons at one stage was really good and Dr. Okioga had given certain presents to Dr. Kabaara which had been accepted with gratitude but which Dr. Kabaara later returned to Dr. Okioga shortly before Dr. Okioga was served with the letter of termination. Certain inspections on the silver tankard had been filed off before he returned the gifts.

The Court is satisfied that Dr. Kabaara started his grudge against Dr. Okioga after Mr. Waller's report which attacked Dr. Kabaara's administration and which Dr. Kabaara felt was on the instigation of Dr. Okioga. Since then Dr. Okioga was a marked man and all that transpired thereafter was used to tighten the net around Dr. Okioga in order to eliminate him from the Respondents' employment. It is very regrettable that two top scientists, due to personal clash, have created the present dispute. Dr. Okioga's replies to Dr. Kabaara's various letters which the Respondents alleged smacked of lack respect of authority on the part of Dr. Okioga were no more than the efforts of a man who realized that his employment was at stake and grounds were being prepared to get rid of him. In any case when certain paragraphs which were referred to by the Respondents in support of this allegation are read in the full context then they appear to be quite normal under the circumstances.

The Court finds that the allegation against Dr. Okioga of not maintaining good relationship with the manufacturers of the chemicals and the coffee farmers not to be of any great significance in this dispute. In any case this cannot constitute a serious ground for terminating the services of Dr. Okioga.

The only reason why the Respondents opted to use the normal termination clause was to prevent Dr. Okioga from pursuing his legal remedies against them. In this, unfortunately for the Respondents, they did not succeed because although they had refused to sign the Notification of Dispute Form "A" for referring the dispute to the Industrial Court the Minister had to use his powers under the amended Trade Dispute Act to do so. The Court is satisfied that the normal termination was merely to camouflage the real reasons why Dr. Okioga's services were being terminated and the Court is therefore fully justified in looking into the alleged misconduct on the part of Dr. Okioga which the Court finds not proved. The Court therefore has come to the conclusion that the Respondents did not act in good faith in terminating his services and for the various reasons set out hereinbefore the notice of termination is colourable indeed. After carefully considering all the submissions the Court has come to the conclusion that Dr. Okioga has suffered a wrongful dismissal as the Court has already made it abundantly clear in its previous awards that once the Court comes to the conclusion that it must interfere in the management's decision to terminate a worker's services then it naturally follows that the termination was not justified and was wrongful. The Court must add that in this context there is no material difference in the words termination and dismissal. The Court is then empowered to make necessary orders in accordance with section 9A of the Trade Dispute Act.

Before considering making an award in favour of Dr. Okioga for the wrongful dismissal that he has suffered the Court would like to make just a brief reference to the circumstances and the manner under which he was evicted by the Respondents from the house which he was occupying when he was an employee of the Respondents. The Court was told that this eviction is the subject matter of a law suit which Dr. Okioga

has filed against the Respondents and the Court would therefore not like to go into details in respect thereto. The Court was rather touched at the treatment that was given to Dr. Okioga, his wife and their children on that day when they were evicted and then subsequently at the police station where according to Dr. Okioga he, his wife and all the children were locked up with an allegation against Dr. Kabaara that he said that the children were the "other side of the coin" and therefore should get the same treatment as Dr. Okioga. The Court must, however, observe that it is not desirable to involve police in matters of industrial relations when there are other avenues open to parties to settle their grievances.

The Claimants have pressed very vigorously for Dr. Okioga to be reinstated to his former position as head of research section and to be paid all his salary for the time between his termination and the date of his reinstatement. They argued that even if the relationship between the board, the Chairman of the Staff Committee, Dr. Kabaara and Dr. Okioga had been broken so badly they must all be forced to live and work together harmoniously. For the Respondents an equally weighty submission was made when they submitted that reinstatement was a very special remedy which only the Industrial Court could award and that it had to be exercised most cautiously and the totality of each case had to be taken into consideration. They added that in the present dispute there was no residue of goodwill that remained between them and Dr. Okioga and their undertaking was a small compact organization and that it would lead to an impossible situation when in the same premises people who are so much at loggerheads come into contact all the time. The Respondents very strongly submitted that the relationship between them and Dr. Okioga had become so bad that they could not work together and asked the Court not to award his reinstatement. The Respondents withdrew the offer of extra three months' salary which they had offered earlier in view of the malicious statements that Dr. Okioga had made against Hon. Kuria and Dr. Kabaara.

The Court is impressed by both these submissions made by the Claimants and the Respondents and whereas the Court agrees with the Claimants that when an employee is reinstated then the employer should learn to work with him, in the present dispute it would not be so easy for the simple fact that the Respondents are engaged in coffee research and coffee plays a most vital role in the economy of Kenya. Dr. Okioga admitted that he had two law suits pending against the Respondents for damages and the Claimants during the hearing had intimated that Mrs. Okioga's case against the Respondents was also in the pipeline. In addition to this there is a very serious allegation which Dr. Okioga had made against Hon. Kuria when he stated that the latter had acquired a farm by fraudulent means. The Court found this allegation to be false. The Court also is mindful of the fact that probably Dr. Okioga in a moment of desperation made this allegation. The fact, however, remains that Hon. Kuria is the Chairman of the Coffee Board of Kenya under which organization the Respondents fall and he is also the Chairman of the Respondents' Staff Committee.

Under these circumstances the Court feels that if Dr. Okioga is reinstated then Coffee Research Foundation would become a battleground and not a research organization. In the interests of Kenya economy the Court is not prepared to take such a risk.

After careful consideration of all the circumstances the Court awards that the Respondents should pay Dr. Okioga twelve months' salary by way of compensation for the wrongful dismissal that he has suffered. He should also be paid all his other entitlements. This is the maximum compensation that the Court can award Dr. Okioga under the Trade Dispute Act.

Dated in Nairobi the 29th August, 1980.

SAEED R. COCKAR,
Judge.

C. KIBACHIA,
G. M. OMOLO,
Members.

GAZETTE NOTICE No. 2684

DEPARTMENT OF CUSTOMS AND EXCISE

NOTICE IS given that the undermentioned goods will be sold by public auction in the Customs Warehouse, Kilindini on 6th October, 1980, if not cleared before then.

UNENTERED GOODS LYING IN CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

<i>W.E.K. No. and Date</i>	<i>Ship's Name</i>	<i>Date</i>	<i>Marks and Numbers</i>	<i>Description of Goods</i>
196/12-5-80 54-108	Nile Maru ..	6-3-80	Dodhias 16239 Mombasa	1 case plastic belts.
555/11-9-78 51-10	Hilanen	18-7-78	NIL	1 piece spare part.
389/11-2-80 51-165	C. Alpine ..	26-12-79	I.T.U.S. Kampala Mombasa 11802 Mackenzie Kenya Ltd., L/RE 00197/ NRB.	1 carton dry batteries. 1 carton leaflets.
207/9-6-80 54-110	H. Navigator ..	16-4-80	8/14934/2F E.A.P.L. Co. Ltd. NOTCO Nairobi via Mombasa 1297/78 1/2 REQN 8/1383 9/2F, C.A. E.A.P. & L. Co., NOTCO Nairobi via Mombasa IND 1283/78	2 pallets side operating angle suspension clamps. 1 pallet side operating angle suspension clamp.
208/9-6-80 54-110	Bratsk	15-3-80	A 18-578/877	10 cases electrical cookers.
138/12-5-80 54-43	A. Ulyanova ..	1-3-80	Avery Mombasa, 761/62	2 cartons weighing machine.
208/9-6-80 54-110	Bratsk	15-3-80	NIL	1 second hand Opel chassis No. 645130895 engine 17-0214760.
92/12-5-80 54-117	Jody	27-3-80	NIL	1 VW car chassis no. 239215032, engine no. B 0122197.
157/25-6-79 52-134	T. Maru	12-4-79	NIL	1 unit Nissan vehicle chassis no. 612760 engine.
214/9-6-80 54-118	50' Bihaz ..	13-4-80	VST Karatina, via Mombasa	1 case auto spare parts.
409/21-1-80 53-24	A. Lykes	23-11-79	Mine Mombasa, H. S: 6.3 KGK Mombasa. K.G.K. Mombasa C.F.A.O. COTE, Divoire Giabidjan 31.629 Product U.S.A.	3 bundles galvanized wire; 1 bundle crane part. 1 bundle crane part. 6 cartons rice.
214/9-6-80 54-118	S. 'O' Bihar ..	13-4-80	A.C.M.E. Mombasa -/-/ 4/5 ..	2 cases loom spare parts.
54/7-4-80 54-41	A. Lunachask ..	26-2-80	NIL	2 cases spare parts.
232/9-6-80 54-129	P. Trader	29-4-80	M.O.F.S. 1979	541 bales strips tobacco.
233/9-6-80 51-129	Aquila	4-4-80	Pharmaceutical Banna Karoli Brother Kiteredde, c/o Uganda Catholic Medical Bureau, Box 2886, Kampala Uganda, via Mombasa.	1 case tools.
478/11-2-80 54/6	Franky	5-12-79	SS L/325/1, Nairobi via Mombasa ..	1 case brass house coupling.
223/9-6-80 54-121	H. Wave	22-4-80	Rev. Fr. Ceasar Bulule, Uganda Catholic Secretary, Box 2880, Kam- pala Uganda E.A.	1 carton used clothing (for charity).
143/12-5-80 54-80	H. Torch	15-3-80	NIL	14 cartons powdered milk.
367/21-1-80 53-142	1 Marmara	4-11-79	98572 NRB. via Mombasa	1 pallet plastic pipes.
373/21-1-80 53-46	Jody	25-11-79	E.A. Industries, Ltd., Sugar, P.O. Muhoroni, Kenya. C.S.M. 325 Kitwe, Zambia, Dar-es- Salaam.	2 cases tractor parts. 4 coils wire.
367/21-1-80 53-142	1. Marmara	4-11-79	NIL NIL	1 carton thread. 1 piece spare part.
44/3-3-80 54-29	N. Frazer	28-1-80	6414 Mombasa	33 drums chemical.
144/12-5-80 54-81-116	C. Macnab	20-3-80	E.A. Aur Kigali via Mombasa 1-2 ..	2 pallets wine.
132/12-5-80 54-73	Izumimaru ..	27-3-80	EMCO FO/475/799 1960 F.E.A.L. No. 5890 via Mombasa. TELE/8/264 SIRT Kigali, Rwanda, via Mombasa -/-/7491. Shell Oil 89019, Shell/20 Mombasa JEA F PO 131/79 HTP S ZEPQA, via Jurdan. Wakefield D TRAD 58819, Mombasa, Kenya. Malmont Nairobi via Mombasa -/-/ 18 M & B AGM/14/79 Nairobi, via Mombasa -/-/2682. Alibai Shariff Sons, Box 40382, Nairobi, Kenya.	1 carton machinery parts. 1 carton tractor spare parts. 1 drum lubricating oil. 1 carton towels; 2 cartons wipers. 1 carton house-ware.
83/7-4-80 54-53	H. Maru	12-2-80	Nil Marks KOS/2777 NG Part, Nairobi, via Mombasa 1-4	2 cases hand tools. 4 cases spare parts.
94/12-5-80 54-111	C 'O' Liverpool	31-3-80	KHL 202/79 27040 Nairobi, via Mom- basa, 6001 7001 HL 137/79 ..	3 cartons utensils.
166/9-6-80 54-96	Bravoceres ..	25-4-80	T.S.A. Nakuru, via Mombasa 6833 ..	1 case greasing equipment.
371/21-1-80 53-47	A. Power	13-11-79	NIL	26 cartons bulbs. 7 cartons switches. 3 cartons gum. 2 cartons paste. 1 carton hydraulic fluid. 27 cartons motor vehicle parts. 1 case metal-ware.

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

W.E.K. No. and Date	Ship's Name	Date	Marks and Numbers	Description of Goods
82/7-4-80 54-51-107	Craftsman ..	13-2-80	Nairobi Kitchenware 588806 Mom- basa, Kenya. Barclays Bank of Kenya Ltd., Box 831, Kisumu Kenya, A/C Makanj Ratanv Box 223 (E.A.) Kenya. Insurance Ltd., Baring Arcade, Ken- yatta Avenue, Nairobi, Kenya. C.T. 977 74 Kigali, Rwanda, via Mom- basa, No. 1/10.	3 cartons kitchenware. 1 carton jewellery display pad. 1 carton loose leaf covers.
247/3-3-80 54-140	Muse Bell ..	4-1-80	Nil Marks	10 bales towels.
373/21-1-80 53-46	Jody	25-11-79	Nil Marks	85 cartons empty bottles; 3 cartons empty bottles.
196/12-5-80 54-108	Nile Maru ..	6-3-80	Canon Calendar, Maru Ben K. J. O., Msa. Kenya, C/No. 1. 79/TET/384216, Mombasa .. Nil Marks ETS Rwanda, Msa. Rwanda PF/00185 L/C No. 600/53921 -/-/ 256 GUL 4697 CML/727, Mombasa ..	1 carton calendar. 1 carton switch. 2 cartons toys. 1 motor vehicle tyre.
36/3-3-80 54-20	Vancluse ..	1-1-80	Jaydees Knitting Factory Ltd., Box 22276, NRB., Kenya via Mombasa.	1 carton sport light. 4 pallets industrial transfer paper; 58 rolls industrial transfer paper.
251/14-7-80 54-144	Sheldon Lygs ..	22-5-80	The Uganda Catholic National Relief Services, c/o Inter Service, Box 2912, Kampala, Uganda -/-/1-3 AFOD Nairobi via Mombasa ..	3 pallets hospital ware.
138/12-5-80 54/43	A. Ulynova ..	1-3-80	KEN Aluminium Product Ltd., Lunga Lunga Road, Box 41596, Nairobi Kenya. Nyanza Mattress Manufacture 1123/ 1032 Kisumu via Mombasa.	8 bales khaki flannel.
87/12-5-80 54-54	Daniella ..	25-3-80	Nil	3 cases spare part.
163/9-6-80 54-94	Dolinsk ..	19-4-80	Nil	2 cartons gum. 1 unpacked used mini bus chassis No. 59280, Reg. 108N.
155/16-7-79 52-131	N. Fiji ..	19-5-79	KMAT LN Nairobi via Mombasa .. B C R R — 004 Nairobi via Mombasa Nil Mark Waiganjo NRB. via Mombasa, 52 84/4	20 cartons gas cookers. 20 cartons gas cooker. 2 bales clothing material. 6 cartons foodstuff.
481/17-9-79 53-121	Aloha ..	28-7-79	Chase Hardware, Kisumu, Mombasa	6 cases welding transformers.
358/11-2-79 53-179	S 'O' Orissa ..	2-12-79	Household 090/0063 A/78, Dar-es- Salaam.	1 carton hurricane lamps.
364/15-1-79 50-130	N. Kobe ..	9-10-78	G.E.C. Ltd. Nairobi via Mombasa ..	1 case motor vehicle parts.
123/12-5-80 54-81-135-136	S 'O' Kerala ..	31-3-80	Jomacodio Tam A Tane 310 307310307, 310382 -/-/ 2804 2270 1-2778. NIL R.W.S.F.T.J. Mombasa Metro RAL/3239 Cyclax 3/56/7 Nairobi via Mombasa -/-/473. NIL H 3902 EGM Ltd. F 0525/79 Nairobi via Mombasa. B S/48/A/98 Mombasa 1-6-65 .. NIL AF 78 TJ 59025 Mombasa Intransit to Kigali. J. H. T. Mombasa Mission Gaichanyizu, Box 483, Thika, Kenya.	3 cases sewing machines. 1 case electrical accessories; 1 case com- pounded A safoetida; 1 case motor vehicle parts; 1 case kerosene stoves. 1 case furniture. 1 case bicycle parts. 1 carton chemical. 1 case machinery spare parts. 11 cases measuring equipment. 1 carton batteries. 1 case pangas.
457/11-2-80 53-176	Rosandra ..	7-12-79	2	1 carton tinned fish. 2 cases second-hand clothing.
130/2-4-80 52-105	Renenjord ..	22-1-79	2	1 piece used bus Reg. No. FWE 598.
393/21-1-80 53-78	H. Destiny ..	9-11-79	2	1 unpacked Colt Gallant chassis No. L 64Q 10410000353 Engine No. 54 A & 1494 Ref. No. 503 44 30.
167/25-6-79 52-146	N. Nodilo ..	4-4-79	2	1 used motor vehicle chassis No. 8021 099766.
123/12-5-80 54-81-135-136	S 'O' Kerala ..	31-3-80	2	1 case auto spares.
244/9-6-80 54-137	Tagama ..	10-4-80	2	2 drums chemical. 26 bags nuts.
455/11-2-80 53-177-51-91	Kota Barti ..	7-12-79	2	1 case piece goods; 1 case motor vehicle parts; 2 cases electrical accessories; 1 case steel rods. 3 card boxes; 1 w/case ; wire rope.
457/11-2-80 53-176	Rosandra ..	7-12-79	2	1 carton Kettles. 1 case saws. 1 case pangas.
130/2-4-80 52-105	Renenjord ..	22-1-79	2	
393/21-1-80 53-78	H. Destiny ..	9-11-79	2	
167/25-6-79 52-146	N. Nodilo ..	4-4-79	2	
123/12-5-80 54-81-135-136	S 'O' Kerala ..	31-3-80	2	
244/9-6-80 54-137	Tagama ..	10-4-80	2	
455/11-2-80 51-91	Kota Barti ..	7-12-79	2	

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

W.E.K. No. and Date	Flight No.	Date	Airway Bill No. and Date	Marks and Numbers	Description
198/18-7-80	KQ 171	23-6-80	053-08186113	Italian Eng. Works, Box 90504 ..	1 package crane parts.
54-105			81552		
198/18-7-80	KQ 171	23-6-80	706-10705052	Mombasa Ind. Training Centre ..	1 package typewriter.
54-105			81556		
202/16-7-80	KQ 573	20-6-80	214-65153082	Halima Mohamed, Box 98138, Mombasa.	1 package personal effect.
54-109			81497		
219/25-7-80	KQ 771	1-6-80	990369518	Trigri Products Enterprises, Box 80127, Mombasa.	1 package carbo brushes.
54-119			81167		
221/24-7-80	KQ 685	28-6-80	085-59635995	Coast Computer Bureau Ltd., Mombasa.	1 package spare parts.
54-119			81656		
240/26-7-80	KQ 285	1-7-80	006-32784146	SCI Entifica Atlanta Repre Charles Moru.	1 package scientific instruments.
54-119			81696		
241/31-7-80	KQ 685	5-7-80	085-60224990	Afroitalian, Mombasa	1 package spare parts for automatic tiles moulding press.
54-119			81768		

ABANDONED/UNCLAIMED AND POLICE EXHIBIT GOODS LYING IN CUSTOMS WAREHOUSE

Q. No. and Date	Ship's Name	Owner	No. of Packages and Description
Q.28/21-8-80	NIL	Unknown	20 tins edible oil; 2 cartons omo; 10 packages cardamons; 1 pair long trousers; 6 pieces x 2 mts. clothing material.

P. M. MULILI,
Assistant Commissioner of Customs and Excise,
Southern Region, Mombasa.

GAZETTE NOTICE No. 2685

THE LIQUOR LICENSING ACT

(Cap. 121)

WEST POKOT LIQUOR LICENSING COURT

Statutory Meeting

NOTICE is given that the statutory meeting of the West Pokot Liquor Licensing Court will be held on Monday, 10th November, 1980, in the District Commissioner's Conference Room, Kapenguria, commencing at 10 a.m.

Applications to be considered at this meeting whether renewal removal or transfer of the existing licences should be submitted on prescribed Form G.P. 147 in triplicate with K.Sh. 10 revenue stamp affixed on the original and addressed to the office of the District Commissioner, West Pokot District, P.O. Box 1, Kapenguria, so as to reach him on or before 25th September, 1980.

Applications received after the above date may only be considered if received before 25th October, 1980, and on payment of K.Sh. 150 being late fee.

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

The list setting out the names of applicants and premises to which the applications relate will be published at the office of the District Commissioner, Kapenguria, and at all divisional centres of West Pokot District.

J. M. TIAMPATI,
Chairman,
West Pokot Liquor Licensing Court.

GAZETTE NOTICE No. 2686

THE LIQUOR LICENSING ACT

(Cap. 121)

BUNGOMA LIQUOR LICENSING COURT

Statutory Meeting

NOTICE is given that the next statutory meeting of the Bungoma Liquor Licensing Court will be held in the District Commissioner's office, Bungoma, on Monday, 10th November, 1980, at 10 a.m.

Applications for new licences, renewal, transfer or removal of existing licences must be submitted to the Chairman, Bungoma

Liquor Licensing Court, P.O. Box 550, Bungoma, on the prescribed forms with K.Sh. 10 revenue stamp affixed to reach him on or before 25th September, 1980. Any late applications shall only be considered if they are received on or before 10th October, 1980, subject to payment of K.Sh. 150 being late fee.

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

Applicants are advised to submit their applications by registered post or in person.

Y. M. MAHAT,
Chairman,
Bungoma Liquor Licensing Court.

GAZETTE NOTICE No. 2687

THE LIQUOR LICENSING ACT

(Cap. 121)

NYERI LIQUOR LICENSING COURT

Statutory Meeting

NOTICE is given that the second statutory meeting of the Nyeri Liquor Licensing Court will be held on Monday, 10th November, 1980, in the District Commissioner's office, Nyeri, commencing at 10 a.m.

Applications should be submitted on the prescribed forms affixed with K.Sh. 10 revenue stamp addressed to the Chairman, Nyeri Liquor Licensing Court, P.O. Box 32, Nyeri, so as to reach him on or before 25th September, 1980. Late applications shall be considered if they are received on or before 10th October, 1980, and on payment of late application fee of K.Sh. 150.

Applicants for new licences, transfers, removals and conversions must appear before the court in person or be represented by an advocate. Attendance in the court of applicants for renewal of existing licences is optional unless there are objections in which case attendance is desirable. Objections if any should be lodged to the Chairman so as to reach him at least seven days before the date of the meeting.

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

Dated the 21st August, 1980.

W. P. M. SAISI,
Chairman,
Nyeri Liquor Licensing Court.

GAZETTE NOTICE No. 2688

THE TRADITIONAL LIQUOR ACT

(Cap. 122)

WEST POKOT TRADITIONAL LIQUOR LICENSING BOARD

Statutory Meeting

THE next statutory meeting of the West Pokot Traditional Liquor Licensing Board will be held in the District Commissioner's Conference Room, Kapenguria, on 8th December, 1980, commencing at 10 a.m. to consider applications for traditional liquor licences.

Applications for renewal, removal, transfer and new licences to manufacture or sell traditional liquor must be submitted on the prescribed forms addressed to the Chairman, West Pokot Traditional Liquor Licensing Board, P.O. Box 1, Kapenguria, so as to reach him not later than 25th October, 1980. Late applications will only be considered if they are received on or before 27th November, 1980, and on payment of late fee of K.Sh. 20.

Applicants for new and transfer of licences are required to appear before the board in person or be represented by an advocate. Attendance of applicants for renewal is optional unless there is any objection in which case attendance is desirable.

Dated the 25th August, 1980.

J. M. TIAMPATI,
Chairman,
West Pokot Traditional Liquor Licensing Board.

GAZETTE NOTICE No. 2689

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. 40 of 1980

By Suleman Rashid, of P.O. Box 80160, Mombasa in the Republic of Kenya, son and the intended administrator of the estate of Rukia Binti Suleman, who died at Mombasa, on 5th June, 1959, for grant of letters of administration to the estate of the said deceased.

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

S.K. M. MWANGI,
Deputy Registrar,
High Court of Kenya,
Law Courts, Mombasa.
Mombasa,
6th August, 1980.

GAZETTE NOTICE No. 2690

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

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

CAUSE No. 80 of 1980

By Mrs. Aminabai Tarmohamed Hussein, of Plot No. 207, Section VIII, Mombasa in the Republic of Kenya, the executrix named in the will of the deceased, through K. M. Karimbhai, Esq., advocate of Mombasa in Kenya, for a grant of probate of the will of the late Tarmohamed Hussein of Mombasa, Kenya, who died on 7th October, 1979.

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

S. K. M. MWANGI,
Deputy Registrar,
High Court of Kenya,
Law Courts, Mombasa.
Mombasa,
23rd August, 1980.

Note.—The will mentioned above is deposited in and is open to inspection at the Court.

GAZETTE NOTICE No. 2691

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

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

CAUSE No. 89 of 1980

By Dawood Mohamed Khambye, of P.O. Box 83133, Mombasa, being the sole executor named in the will of the deceased, through B. T. Parker, advocate, P.O. Box 82433, Mombasa, in the Coast Province of Kenya, for a grant of probate of the estate of the late Husein Esmail Bawasaheb Sarang, who died on 1st February, 1980, at Mombasa.

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

S. K. M. MWANGI,
Deputy Registrar,
High Court of Kenya,
Law Courts, Mombasa.
Mombasa,
21st August, 1980.

GAZETTE NOTICE No. 2692

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

TAKE NOTICE that an application having been made in this court in:

CAUSE No. 7 of 1980

By Mrs. Priscilla Wairimu Kamau, of P.O. Box 352, Kitale in the Trans Nzoia District of the Republic of Kenya, for a grant of probate of the will of the late James Kamau Nduma, who died at the Nairobi Hospital, on 19th January, 1980.

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

E. F. ARAGON,
District Delegate,
High Court of Kenya, Eldoret.
Eldoret,
29th August, 1980.

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

GAZETTE NOTICE No. 2693

HAROLD BEER, DECEASED

TAKE NOTICE that any person having a claim against the estate of the above-named, formerly resident in Tanga in the Republic of Tanzania, and who died on 6th April, 1980, should send particulars to me, the undersigned, on or before 1st November, 1980, after which date the administrators of the estate of the above-named will distribute the estate having regard only to the valid claims then notified.

W. KNOX,
Advocate for the Administrators,
P.O. Box 33142, Nairobi.

GAZETTE NOTICE No. 2694

JOHN HUTTON MARSHALL, DECEASED

TAKE NOTICE that all persons having any claims against the estate of the above-named deceased, late of P.O. Box 30023, Nairobi, who died on 11th March, 1980, in England, are requested to lodge and prove details thereof with the undersigned on or before 30th September, 1980, after which date the executors will distribute the estate having regard only to valid claims then notified.

Dated the 27th August, 1980.

HAMILTON HARRISON & MATHEWS,
Advocates for the Executors,
Esso House, Mama Ngina Street,
P.O. Box 30333, Nairobi.

GAZETTE NOTICE No. 2695

JAMES KAMAU NDUMA, DECEASED

NOTICE is given, pursuant to section 29 of the Trustee Act (Cap. 167), that any person having a claim against or an interest in the estate of the late James Kamau Nduma, late of Elgon Rock Estate, P.O. Box 352, Kitale, Kenya, who died on 19th January, 1980, at Nairobi Hospital, is required to send particulars in writing of his or her claim or interest to the undersigned before 30th November, 1980, after which date the executrix will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which they shall have had notice and will not, as respects the property so distributed, be liable to any person of whose claim they shall not then have had notice.

Dated the 29th August, 1980.

MESSRS, SHAW & CARRUTHERS,
Advocates,
Elijah Cheruiyot Street,
P.O. Box 112, Eldoret, Kenya.

GAZETTE NOTICE No. 2696

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF ASWAM ENTERPRISES LIMITED
IN THE HIGH COURT OF KENYA AT NAIROBI

BANKRUPTCY AND WINDING UP CAUSE No. 14 OF 1980

NOTICE is given that a petition for the winding up of the above-named company by the High Court of Kenya at Nairobi, was on 11th July, 1980, presented to the said court by Schenker & Company (East Africa) Limited.

And that the said petition is directed to be heard before the court sitting at Nairobi on 19th September, 1980, at 10.30 o'clock in the forenoon, and any creditor or contributory of the said company desirous to support or oppose the making of an order on the said petition may appear at the time of hearing in person or by his advocate for that purpose and a copy of the petition will be furnished by the undersigned to any creditor or contributory of the said company requiring such copy on payment of the regulated charge for the same.

Dated the 26th August, 1980.

S. A. WAKO,
Kaplan & Stratton, Advocates,
Queensway House, Kaunda Street,
P.O. Box 40111, Nairobi.

Note.—Any person who intends to appear on the hearing of the said petition must serve or send by post to the above-named notice in writing of his intention so to do. The notice must state the name and address of the person, or, if a firm, the name and address of the firm, and must be signed by the person or firm, or his or their advocate, if any, and must be served, or if posted must be sent by post, in sufficient time to reach the above-named not later than 4 o'clock in the afternoon of 18th September, 1980.

GAZETTE NOTICE No. 2697

THE JUBILEE INSURANCE COMPANY LIMITED

(Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

LOSS OF POLICY

Policy No. 47144 in the name of Miss Esther Nyathogora Karuri

APPLICATION has been made to this company for the issue of duplicate of the above-numbered policy, the original having been reported as lost or misplaced. Notice is given that unless objection is lodged to the contrary at the office of the company within thirty days from the date of this notice, duplicate policy will be issued, which will be the sole evidence of the contract.

K. S. DAWOOD,
General Manager.

GAZETTE NOTICE No. 2698

THE JUBILEE INSURANCE COMPANY LIMITED

(Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

LOSS OF POLICY

Policy No. 48626 in the name of Peter Kinyanjui Kahiti

APPLICATION has been made to this company for the issue of duplicate of the above-numbered policy, the original having been reported as lost or misplaced. Notice is given that unless objection is lodged to the contrary at the office of the company within thirty days from the date of this notice, duplicate policy will be issued, which will be the sole evidence of the contract.

K. S. DAWOOD,
General Manager.

GAZETTE NOTICE No. 2699

THE JUBILEE INSURANCE COMPANY LIMITED

(Incorporated in Kenya)

Head Office: P.O. Box 30376, Nairobi

LOSS OF POLICY

Policy No. 62839 in the name of Stephen Liria Lykreak

APPLICATION has been made to this company for the issue of duplicate of the above-numbered policy, the original having been reported as lost or misplaced. Notice is given that unless objection is lodged to the contrary at the office of the company within thirty days from the date of this notice, duplicate policy will be issued, which will be the sole evidence of the contract.

K. S. DAWOOD,
General Manager.

GAZETTE NOTICE No. 2700

PAN AFRICA INSURANCE COMPANY LIMITED
MOMBASA

(Incorporated in Kenya)

LOSS OF POLICY

Policy No. K/82236 for Sh. 5,000 on the life of Japhet Mutege, Kiurani F. Primary School, P.O. Box 5080, Chogoria, Kenya.

NOTICE has 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.

Mombasa,
19th August, 1980.

P. Z. ODIWUORY,
Life Manager.
P.O. Box 90383, Mombasa.

GAZETTE NOTICE No. 2701

PAN AFRICA INSURANCE COMPANY LIMITED
MOMBASA

(Incorporated in Kenya)

LOSS OF POLICY

Policy No. K/93708 for Sh. 10,000 on the life of John Kitui, P.O. Box 1312, Eldoret, Kenya.

NOTICE has 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.

Mombasa,
19th August, 1980.

P. Z. ODIWUORY,
Life Manager.
P.O. Box 90383, Mombasa.

GAZETTE NOTICE No. 2702

PAN AFRICA INSURANCE COMPANY LIMITED
MOMBASA

(Incorporated in Kenya)

LOSS OF POLICY

*Policy No. K/87148 for Sh. 6,000 on the life of Isaya Nyapera,
Em. Wiru Pr. School, P.O. Box 124, Yala, 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.

Mombasa, 18th August, 1980. **P. Z. ODIWUORY,**
Life Manager.
P.O. Box 90383, Mombasa.

GAZETTE NOTICE No. 2703

PAN AFRICA INSURANCE COMPANY LIMITED
MOMBASA

(Incorporated in Kenya)

LOSS OF POLICY

*Policy No. K/100963 for Sh. 8,150 on the life of Phillips
Ambassah Abok, Kenya Railways, P.O. Box 72860, Nairobi,
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.

Mombasa, 15th August, 1980. **P. Z. ODIWUORY,**
Life Manager.
P.O. Box 90383, Mombasa.

GAZETTE NOTICE No. 2704

PAN AFRICA INSURANCE COMPANY LIMITED
MOMBASA

(Incorporated in Kenya)

LOSS OF POLICY

*Policy No. 72332 for Sh. 6,000 on the life of Charles Muthini
Mutuo, Muuyuni Full Primary School, P.O. Kathonzweni,
via Machakos, 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.

Mombasa, 11th August, 1980. **P. Z. ODIWUORY,**
Life Manager.
P.O. Box 90383, Mombasa.

GAZETTE NOTICE No. 2705

PAN AFRICA INSURANCE COMPANY LIMITED
MOMBASA

(Incorporated in Kenya)

LOSS OF POLICY

*Policy No. K/87018 for Sh. 10,000 on the life of Obadiah
Gathogo, P.O. Box 49, Ol Kalou, 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.

Mombasa, 7th August, 1980. **P. Z. ODIWUORY,**
Life Manager.
P.O. Box 90383, Mombasa.

GAZETTE NOTICE No. 2706

PAN AFRICA INSURANCE COMPANY LIMITED
MOMBASA

(Incorporated in Kenya)

LOSS OF POLICY

*Policy No. K/46116 for Sh. 5,000 on the life of Karanja Ngugi
Philip, C.S. Kahuguini Pr. School, P.O. Box 47, Ruiru,
Kenya.*

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

Mombasa, 20th August, 1980. **P. Z. ODIWUORY,**
Life Manager.
P.O. Box 90383, Mombasa.

GAZETTE NOTICE No. 2707

THE PIONEER GENERAL ASSURANCE SOCIETY
LIMITED

P.O. Box 20333, Nairobi, Kenya

LOSS OF POLICY

*Life Assurance Policy No. 4210701 for Sh. 2,500, dated 23rd
June, 1972, in the name and on the life of Muriuki Muthamo.*

NOTICE is given that evidence of the loss or destruction of the above policy has been submitted to the society and any person in possession of the policy or claiming to have interest therein, should communicate within 30 days by registered post with the society, failing any such communications, certified copy of the policy (which shall be the sole evidence of contract) will be issued.

Nairobi, 21st August, 1980. **M. GOMES,**
Director.

GAZETTE NOTICE No. 2708

THE VALUATION FOR RATING ACT

(Cap. 266)

THE MURANG'A TOWN COUNCIL

DRAFT SUPPLEMENTARY PUBLIC AND PRIVATE
VALUATION ROLL 1979

PURSUANT to the provisions of section 9 (3) of the Valuation for Rating Act, notice is given that the Draft Supplementary Valuation Roll, 1979, for the Murang'a Town Council has been laid before a meeting of the council as required by section 9 (2) of the Act, and is now available at Town Hall, for public inspection. Any person may inspect the draft roll (and take extracts from it) during normal office hours.

Any person who is aggrieved—

- (a) by the inclusion of any rateable property in, or by omission of any rateable property from, the said draft supplementary valuation roll; or
- (b) by any value ascribed in the said draft roll or any other statement made or omitted to be made in the same with respect to any rateable property,

may lodge an objection with the undersigned at Town Hall, P.O. Box 205, Murang'a. Such objections should be lodged within 28 days from the date of publication of this notice, in case of private land, and within six months in case of public land and should be in writing.

Attention is drawn to section 10 (2) of the said Act, which is to the following effect: No person shall be entitled to urge any objection before the valuation court unless he has first lodged such notice of objection as aforesaid.

Dated the 26th June, 1980.

C. K. MACHARIA,
*Town Clerk,
Murang'a Town Council,
P.O. Box 205, Murang'a.*

GAZETTE NOTICE No. 2709

THE STREET ADOPTION ACT
(Cap. 406)
THE MUNICIPAL COUNCIL OF NAKURU

NOTICE OF FINAL APPORTIONMENT—LOWER FACTORY ROAD (PART)

WHEREAS the Municipal Council of Nakuru at its ordinary meeting held on 20th May, 1980, resolved that final apportionment of constructing the above named street be approved and that the Town Clerk be authorized to serve final apportionment notices upon the plot owners affected.

AND WHEREAS details of the final apportionment in respect of the above-mentioned street are set out below.

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

FINAL APPORTIONMENT—LOWER FACTORY ROAD (PART)

Plot No.	Owner's Name and Address	Frontage Feet	Cost per Foot	Apportionment
451/396	Rift Valley Limited, P.O. Box 40023, Nairobi	200.00		Sh. 26,227 50
XX/26	C.K. Muibu, P.O. Box 1620, Nakuru	100.00		13,113 75
XXI/II	Shell Company Limited, P.O. Box 43561, Nairobi	240.00		31,473 00
XXII/I	L.P. de Sousa and Mrs. A.N. Deloues, P.O. Box 618, Nakuru	167.4		21,952 40
XXII/L	K.F.A. Limited, P.O. Box 35, Nakuru	173.4		22,739 25
XXXI/3	M/s A.K. Muriithi and C.K. Muibu, G.G. Muchuki, P.O. Box 1620 Nakuru	167.00		21,952 40
LXVIII/12	Commissioner of Lands P.O. Box 30089, Nairobi	194.9		25,558 70
Unsurveyed	Londra Limited, P.O. Box 1278, Nakuru	420.00		55,077 70
Unsurveyed	Ibed Investment Limited, P.O. Box 524, Nakuru	520.00		68,191 45
Unsurveyed	Kenya Industrial Estates, P.O. Box 11002, Nakuru	450.00		59,011 85
Open Space	Municipal Council of Nakuru, P.O. Box 124, Nakuru	240.00		31,473 00
Unsurveyed	Baptist Church, P.O. Box 592, Nakuru	200.00		26,227 50
Ngei Estate	Municipal Council of Nakuru, P.O. Box 124, Nakuru	70.00		9,179 60
8836/113	Savaswati w/o B.P. Sood, P.O. Box 486, Nakuru	117.00		15,343 10
8836/112	M/s Kimstoku, W.K. Gathitu, T. Wanjiru, J.M. Nderui, G. Macharia and others, P.O. Box 653, Nakuru	117.00		15,343 10
8836/91	John Mwaura Njihia, P.O. Box 92, Njoro	117.00		15,343 10
8836/90	Bahati Properties Limited, P.O. Box 1242, Nakuru	117.00		15,343 10
8836/68	Ali Mohammed s/o Bhyjal, P.O. Box 1257, Nakuru	80.00		10,491 00
8836/922	Peter Kioni Warugongo, P.O. Box 1214, Nakuru	40.00		5,245 50
8836/923	Njuguna Karanja, P.O. Box 1346, Nakuru	40.00		5,245 50
8836/926	Zipporah Njeri, P.O. Box 124, Nakuru	40.00		5,245 50
8836/927	Timothy Kiragu Muchai, P.O. Box 1552, Nakuru	40.00		5,245 50
8836/930	Mwarage Gacheru, P.O. Box 1552, Nakuru	40.00		5,245 50
8836/56 open space	Municipal Council of Nakuru, P.O. Box 124, Nakuru	300.00		39,341 25
8836/124 open space	Municipal Council of Nakuru, P.O. Box 124, Nakuru	78.00		10,228 75

Dated at 27th August, 1980.

Z. G. KIRATU,
Ag. Town Clerk,
Municipal Offices,
P.O. Box 124, Nakuru.

GAZETTE NOTICE No. 2710

OFFICE OF THE PRESIDENT

MOMBASA DISTRICT

TENDER FOR CALENDAR YEAR 1981

TENDERS are invited for the supply of foodstuffs, uniforms and miscellaneous items to various Government departments and institutions in Mombasa District for the calendar year ending December, 1981.

Tender forms giving full details are obtainable from the District Commissioner's office, P.O. Box 90430, Mombasa.

The completed tender forms should be submitted in plain sealed envelopes marked "Mombasa District Tenders 1981" and addressed to reach the District Commissioner, at above address, on or before 25th September, 1980.

Prices quoted must be net including sales tax and transportation charge and must remain constant during the period of the contract with the Government.

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

M. A. OMAR,
for District Commissioner, Mombasa.

GAZETTE NOTICE No. 2711

OFFICE OF THE PRESIDENT

TAITA/TAVETA DISTRICT

TENDER FOR 1981

TENDERS are invited for the supply of foodstuffs, uniforms, building materials and miscellaneous items to Government departments and institutions for the calendar year 1981.

Tender application forms giving full details are obtainable at the District Commissioner's office, Taita/Taveta, P.O. Wundanyi, during normal office hours.

Completed tender forms in plain sealed envelopes and clearly marked "Tender for 1981", should be submitted to the District Commissioner at the above address so as to reach him on or before 25th September, 1980.

The District Tender Board reserves the right to accept any tender in full or part thereof and is not bound to accept the lowest or any tender.

J. V. MUNGULLE,
District Accountant,
for District Commissioner,
Taita/Taveta District.

GAZETTE NOTICE No. 2712

OFFICE OF THE PRESIDENT
KIAMBU DISTRICT

TENDER FOR 1981

TENDERS are invited for the supply of foodstuffs, uniforms and miscellaneous items to all Government departments and institutions in Kiambu District for the calendar year 1981.

Tender application forms giving full details are obtainable from the office of the District Commissioner, P.O. Box 32, Kiambu, during normal office hours. Tender forms must be submitted in plain sealed envelopes clearly marked "Kiambu District Tenders for 1981" and addressed to the District Commissioner, at above address, so as to reach him not later than 30th September, 1980.

The prices quoted must be net, delivered, inclusive of transport, duties and sales tax paid, and must remain constant during the period of the contract with the Government.

The contract will be subject to the general conditions of contract, governing Government contracts and the Government is not bound to accept the lowest or any tender.

Dated the 29th August, 1980.

S. K. MBUGUA,
for District Commissioner, Kiambu.

GAZETTE NOTICE No. 2713

OFFICE OF THE PRESIDENT

LAMU DISTRICT

TENDERS FOR 1981

TENDERS are invited for the supply of the foodstuffs, meat, uniforms, building materials, chicken, fish and miscellaneous items to Government departments and institutions within Lamu District for the calendar year ending 31st December, 1981.

Tender forms giving full details are obtainable from the District Commissioner's office, P.O. Box 41, Lamu, on request. Completed tender forms in plain sealed envelopes clearly marked "Tender for 1981" should be submitted to the District Commissioner, at the above address, so as to reach him on or before 30th September, 1980, at 12 noon.

Prices quoted must be in Kenya shillings, net and final and must remain firm during the period of contract.

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

A. MWINYI,
for District Commissioner, Lamu.

GAZETTE NOTICE No. 2714

OFFICE OF THE PRESIDENT

SUPPLIES BRANCH

TENDER NOTICE

TENDERS are invited for the supply of the following items to the Government Ministries/departments as and when required during the period beginning 1st January, 1981 to 31st December, 1981.

Tender Nos.

37/80.—Fish fresh, chicken and eggs.

41/80.—Fruits and vegetables.

42/80.—Provisions (rice, dried beans, maize meal, sugar, bread and butter ghee).

Prices quoted must be net, duty and sales tax paid, and expressed in Kenya shillings. In the event of the Government altering the rates of custom duties, sales tax and/or rates of controlled prices, both parties would consider appropriate price adjustments.

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

Tenders must be enclosed in plain sealed envelopes marked "Tender No. for" and addressed to reach the

undersigned at P.O. Box 30346, Nairobi, or be placed into the tender box at our office on or before 26th September, 1980, at 10 a.m.

The Government is not bound to accept the lowest or any tender and reserves the right to accept a 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. 2715

OFFICE OF THE PRESIDENT

SUPPLIES BRANCH

NOTICE TO GOVERNMENT MINISTRIES/DEPARTMENTS AND SUPPLIERS

THIS is to notify you all that this department's central and field's physical stock-taking exercises will in future be conducted on quarterly basis as opposed to annual—starting with the current quarter.

The programme for the remaining part of this financial year and the whole of 1981 is scheduled as follows:

(1) 1st to 4th October, 1980 (to cover July-September, 1980).

(2) 2nd to 7th January, 1981 (to cover October-December, 1981).

(3) 1st to 4th April, 1981 (to cover January-March, 1981).

(4) 1st to 11th July, 1981 (to cover April-June, 1981).

(5) 1st to 6th October, 1981 (to cover July-September, 1981).

(6) 4th to 9th January, 1982 (for September-December, 1981).

During the period of stock-taking, our warehouses and petrol stations will remain closed for outside business, i.e. no receipts from suppliers will be accepted and no stores will be issued to Government users.

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

GAZETTE NOTICE No. 2716

MINISTRY OF WORKS

TENDER NOTICE

TENDERS are invited for the supply of the following items to the Officer-in-Charge, Supplies Branch, Likoni, Road, Nairobi:

Tender Nos.

43/80.—Kenya National Flags and windsocks.

45/80.—Household items (paper toilet, cloth linen, polish floor red).

Prices quoted must be net, duty and sales tax inclusive and expressed in Kenya shilling. In the event of the Government altering the rates of custom duties, sales tax and/or rates of controlled prices, both parties would consider appropriate price adjustments.

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

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

Tenders must be enclosed in plain sealed envelopes marked "Tender No. for" and addressed to reach the undersigned at P.O. Box 30346, Nairobi, or be placed into the tender box at our office, on or before 26th September, 1980, at 10 a.m.

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

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

GAZETTE NOTICE No. 2717

MINISTRY OF CONSTITUTIONAL AND HOME AFFAIRS

TENDER No. 20/80-81

TENDERS are invited for construction and fitting of bus bodies, wrecker breakdown equipment and supply of panel beating materials.

Prices quoted must be net, duty and sales tax paid, expressed in Kenya shillings.

Tender documents giving the necessary specification should be obtained from the Senior Supplies Officer's office No. 43 at Prisons Headquarters on Bishop's Road, off Ngong Road or sent on written request upon payment of an unrefundable charge of K.Sh. 60 per set of two.

Completed tender documents must be enclosed in plain envelope marked "Tender No. 20/80-81 for Construction and Fitting of Bus Bodies, Wrecker Breakdown and Supply of Panel Beating Materials" and addressed to Senior Supplies Officer, P.O. Box 30175, Nairobi, or placed into the tender box at the Prisons Headquarters on or before 26th September, 1980, at 10 a.m.

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

J. NYAMU,
*Senior Supplies Officer,
for Permanent Secretary.*

GAZETTE NOTICE No. 2718

THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is given that the business of printers and stationers carried on by Kenya Commercial Suppliers Ltd., at Plot No. L.R. 209/2715 in the City of Nairobi, under the name or style of Kenya Commercial Suppliers Ltd. has with effect from the 1st May, 1980, been sold and transferred to Master Stationers Kenya Ltd., who will carry on the said business under the name or style of Master Stationers Kenya Ltd.

The address of the transferor is P.O. Box 28407, Nairobi.

The address of the transferee is P.O. Box 22350, Nairobi.

All debts due and owing by the transferor in respect of the said business up to and including the 30th April, 1980, will be received and paid by the transferor.

Dated at Nairobi the 8th August, 1980.

MURUTHI MUREITHI & CO.,
Advocates for the Transferor and Transferee.

GAZETTE NOTICE No. 2719

NOTICE OF CHANGE OF NAME

NOTICE is given that by a deed poll dated 27th March, 1980, duly executed at Nairobi, Kenya, by me, I, Fida Hussein Esmailji Abdullah, of P.O. Box 30041, Nairobi, in the Republic of Kenya, the father and legal guardian of my minor daughter Durriyah, formerly known as Fawzia, for and on behalf of the said Durriyah, have formally abandoned and renounced the use of her name of Fawzia and in lieu thereof have assumed and adopted the name of Durriyah for all purposes.

I, Fida Hussein Esmailji Abdullah, the father and legal guardian of Durriyah, authorize and request all persons to designate, describe and address her by such assumed and adopted name of Durriyah only.

Dated at Nairobi the 12th August, 1980.

FIDA HUSSEIN ESMAILJI ABDULLAH,
*the father and legal guardian of Durriyah,
formerly known as Fawzia.*

GAZETTE NOTICE No. 2720

NOTICE OF CHANGE OF NAME

TAKE NOTICE that by deed poll dated 5th July, 1980, duly executed and registered in the Registry of Documents in Volume DI, Folio 500/357, File DXIII, by my client John Gitau Makumi, of P.O. Box 1, Kajiado in the Republic of Kenya, heretofore called and known as John Joseph Makumi alias John Joseph Gitau Makumi, formally and absolutely renounced the use of his former name of John Joseph Makumi, alias John Joseph Gitau Makumi and in lieu thereof assumed and adopted the name of John Gitau Makumi for all purposes. All persons are authorized and requested at all times to designate, describe and address him by such assumed name of John Gitau Makumi instead of the former name of John Joseph Makumi, alias John Joseph Gitau Makumi now relinquished.

Dated at Nairobi the 12th August, 1980.

SIMON KAMERE,
*Advocate for John Gitau Makumi,
formerly known as John Joseph Makumi,
alias John Joseph Gitau Makumi.*

GAZETTE NOTICE No. 2721

NOTICE OF CHANGE OF NAME

TAKE notice that by deed poll dated 15th May, 1980, duly executed and registered in the Registry of Documents in Volume DI, Folio 488/193, File DXIII, my client John Ndungu Wainaina, of P.O. Box 30478, Nairobi in the Republic of Kenya, formally and absolutely renounced the use of his former name of John Ndungu Githuma and in lieu thereof assumed and adopted the name of John Ndungu Wainaina for all purposes. All persons are authorized and requested at all times to designate, describe and address the said John Ndungu Wainaina by his said assumed name of John Ndungu Wainaina instead of the former name of John Ndungu Githuma now relinquished.

Dated at Nairobi the 28th August, 1980.

G. M. MBOGO,
*Advocate for John Ndungu Wainaina,
formerly known as John Ndungu Githuma.*

GAZETTE NOTICE No. 2722

NOTICE OF CHANGE OF NAME

I, Stephen Mbalu, of P.O. Box 30197, Nairobi in the Republic of Kenya, formerly known as Stephen Richard Mbalu, do give notice that by a deed poll dated 6th June, 1980, duly executed by me and registered in the Registry of Documents in Volume DI, Folio 496/508, DXIII, I absolutely renounced and abandoned the use of my said former name of Stephen Richard Mbalu and in lieu thereof adopted and assumed the name of Stephen Mbalu for all purposes and I authorize and request all persons at all times to designate, describe and address me by the assumed name of Stephen Mbalu.

Dated at Nairobi the 15th July, 1980.

STEPHEN MBALU,
formerly known as Stephen Richard Mbalu.

GAZETTE NOTICE No. 2723

NOTICE OF CHANGE OF NAME

I, Karima Ahamedali Bhola, of P.O. Box 47246, Nairobi in the Republic of Kenya, formerly called Razia Begum Ahamedali Bhola, give notice that I have absolutely renounced and abandoned the use of the said name of Razia Begum Ahamedali Bhola and assumed in lieu thereof the name of Karima Ahamedali Bhola and further that such change is evidenced by a deed poll dated 25th August, 1980, duly executed by me and attested.

Dated at Nairobi the 28th August, 1980.

KARIMA AHAMEDALI BHOLA,
formerly known as Razia Begum Ahamedali Bhola.

GAZETTE NOTICE No. 2724

NOTICE OF CHANGE OF NAME

TAKE NOTICE that by a deed poll dated 7th August, 1980, duly executed and registered in the Registry of Documents at Nairobi, by our client Mary J. Wahu Mwangi of Nairobi in the Republic of Kenya, herebefore known as Jecinta Wahu Mucheru, formally and absolutely renounced the use of her former name of Jecinda Wahu Mucheru and in lieu thereof, assumed and adopted the name of Mary J. Wahu Mwangi for all purposes. All persons are authorized and requested at all times to designate, describe and address the said Mary J. Wahu Mwangi by her said new name instead of her former name of Jecinta Wahu Mucheru.

Dated at Nairobi the 27th August, 1980.

GACHOMBA & COMPANY,
Advocates for Mary J. Wahu Mwangi,
formerly known as Jecinta Wahu Mucheru.

GAZETTE NOTICE No. 2725

NOTICE OF CHANGE OF NAME

TAKE NOTICE that by a deed poll dated 20th August, 1980, executed and registered at the Registry of Documents by me, I, Oweru Mbasro, of P.O. Box 51218, Nairobi, absolutely renounced and abandoned the use of my former names of Peter Raphael Oweru alias Peter Oweru Mbasro alias Oweru Mbasro Abuor and in lieu thereof, adopted and assumed the new name of Oweru Mbasro. I now authorize and request all persons to address, describe and designate me by my new name of Oweru Mbasro and not by the names now relinquished.

Dated the 2nd September, 1980.

OWERA MBASRO,
formerly known as Peter Raphael Oweru
alias Peter Oweru Mbasro alias Oweru Mbasro Abuor.

GAZETTE NOTICE No. 2726

THE MONEY-LENDERS ACT

(Cap. 528)

APPLICATION FOR A MONEY-LENDER'S LICENCE

NOTICE is given that for and on behalf of our client Hosea Nabakwe, of P.O. Box 535, Webuye, who desires to be authorized to carry on business as a money-lender on Plot No. 16, Kenyatta Street, Webuye Township aforesaid, an application for issue of a certificate authorizing the grant of a money-lender's licence for the year 1980 has been lodged by us in the Resident Magistrate's Court at Bungoma and the said application has been fixed for hearing on 1st October, 1980, at 9 a.m. in the forenoon before the Resident Magistrate, Bungoma aforesaid.

Dated at Webuye the 1st September, 1980.

OMUKUNDA AND COMPANY,
Advocates for Applicant.

GAZETTE NOTICE No. 2727

OWINY LUANDA GARAGE

Sebataiyet Road, Eastleigh Section I

P.O. Box 57521, Nairobi

DISPOSAL OF UNCOLLECTED VEHICLES

TAKE notice that the following vehicles have remained on the compound of this garage and have incurred repair and storage charges. The owners of these vehicles should note that should these vehicles not be paid for and removed by 12th September, 1980, they will be sold to defray accumulated costs and expenses:

Reg. No.	Make	Accumulated Costs and Expenses Sh.
KHQ 352	Vauxhall Victor	6,730
KJJ 660	Mazda 1500	12,260

Dated the 5th September, 1980.

A. J. ALURU,
Proprietor.

NOW ON SALE

ANNUAL TRADE REPORT VOL. I (CUSTOMS AND EXCISE) 1977

Price: Sh. 40 (postage Sh. 9 in E.A.,
Sh. 13 Overseas)

STATISTICAL ABSTRACT 1977

Prepared by the Central Bureau of Statistics
Ministry of Finance and Planning

Price: Sh. 70 (postage Sh. 6)

PLANNING FOR PROGRESS OUR FOURTH DEVELOPMENT PLAN

A short version of the Development Plan
1979-1983

Price: Sh. 10

DIRECTORY OF INDUSTRIES 1977 EDITION

Price: Sh. 17.50 (postage Sh. 5.70 in E.A.,
Sh. 8.60 Overseas)

Obtainable from the Government Printer, Nairobi