



## CORRIGENDUM

IN Gazette Notice No 2025 of 22nd July, 1982, on page 858 *amend* Dated the 5th July, 1982, to read Dated the 24th September, 1981

GAZETTE NOTICE NO 337

THE PROBATION OF OFFENDERS (CENTRAL PROBATION COMMITTEE) RULES

(Cap 64, Sub Leg)

IN EXERCISE of the powers conferred by rule 3 (1) (c) of the Probation of Offenders (Central Probation Committee) Rules, the Vice-President and Minister for Home Affairs re-appoints—

GEOFFREY WILLIAM GRIFFIN\*

to be a member of the Central Probation Committee with effect from 4th September, 1982

Dated the 11th January, 1983

MWAI KIBAKI,  
Vice-President and Minister for Home Affairs

\*G N 2617/1979

GAZETTE NOTICE NO 338

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 Minister for Finance appoints—

Malcolm Howard Pedlow,  
Joseph Muchemi Wanyeki,  
Thomas Smith Aikman,

being nominees of the council, to be members of the Registration Board for one year with effect from 18th December, 1982

Dated the 22nd December, 1982

A K MAGUGU,  
Minister for Finance

GAZETTE NOTICE NO 339

THE TRADE DISPUTES ACT

(Cap 234)

ORDER UNDER SECTION 45—COLLECTION OF TRADE UNION DUES

IN EXERCISE of the powers conferred by section 45 of the Trade Disputes Act, the Minister for Labour—

(a) revokes the order published under Gazette Notice No 3851 of 1980, and

(b) orders every employer who employs not less than five members of the Kenya Plantation and Agricultural Workers' Union—

(i) to deduct every month the sums specified in the schedule in respect of trade union dues from the wages of his employees who are members of that trade union,

(ii) to pay, within ten days of the date of deduction, the total sums deducted under item 1 of the schedule by crossed cheque made payable to the Kenya Plantation & Agricultural Workers' Union into that union's account No 110254 at the National Bank of Kenya, P O Box 1013, Nakuru,

(iii) to pay, within ten days of the date of deduction, the total sums deducted under item 2 of the schedule by crossed cheque made payable to the Central Organization of Trade Unions (Kenya) into that organization's account No 229-741-204 at the Kenya Commercial Bank Limited, P O Box 48400, Nairobi,

(iv) to notify that trade union and the organization, in writing and within one month, of the payment,

(v) to make written returns to the Registrar of Trade Unions within one month of making all the payments to that trade union and to the organization

SCHEDULE

Deductions

- 1 The sum of eight shillings from the wages of every employee
- 2 The sum of five shillings from the wages of every employee

Made on the 24th January, 1983

T K B MBATHI,  
Minister for Labour

GAZETTE NOTICE NO 340

THE TRADE DISPUTES ACT

(Cap 234)

ORDER UNDER SECTION 45—COLLECTION OF TRADE UNION DUES

IN EXERCISE of the powers conferred by section 45 of the Trade Disputes Act, the Minister for Labour—

(a) revokes the order published under Gazette Notice No 211 of 1981, and

(b) orders every employer who employs not less than five members of the Transport and Allied Workers Union—

(i) to deduct every month the sums specified in the schedule in respect of trade union dues from wages of his employees who are members of that trade union,

(ii) to pay, within ten days of the date of deduction, the total sums deducted under items 1 and 2 of the schedule by crossed cheque made payable to the Transport and Allied Workers Union into that union's account No 2830238 at the Barclays Bank of Kenya Limited Mama Ngina Street P O Box 30011, Nairobi,

(iii) to pay, within ten days of the date of deduction, the total sums deducted under item 3 of the schedule by crossed cheque made payable to the Central Organization of Trade Unions (Kenya) into that organization's account No 14079-7 at the Barclays Bank of Kenya Limited, Mama Ngina Street, P O Box 30011, Nairobi,

(iv) to notify that trade union and the organization, in writing and within one month, of the payment,

(v) to make written returns to the Registrar of Trade Unions within one month of making all the payments to that trade union and to the organization

SCHEDULE

Deductions

- 1 The sum of twelve shillings from the wages of every employee who earns not more than one thousand shillings per month
- 2 The sum of fifteen shillings from the wages of every employee who earns more than one thousand shillings per month
- 3 The sum of five shillings from every employee

Made on the 24th January, 1983

T K B MBATHI,  
Minister for Labour

## GAZETTE NOTICE No 341

## THE LOCAL GOVERNMENT ACT

(Cap 265)

## THE MUNICIPAL COUNCIL OF NYAHURURU

## FEES AND CHARGES 1983

IT IS notified for the information of the genral public that in exercise of the powers conferred under section 148 of the Local Government Act, the Municipal Council of Nyahururu has, with the approval of the Minister for Local Government, under resolution No 45/82 of 1982, imposed the following items of fees and charges with effect from 1st January, 1983

## SCHEDULE

<i>Occupation or Business</i>	<i>Approved Fees and Charges Sh cts</i>
Artists and sign writers	250 00
Auctioneers only	850 00
Auctioneers and court brokers	2,000 00
Application to sublet	200 00
Application to divide plot	200 00
Application for change of user	200 00
Application to transfer a plot	500 00
Application to change business	200 00
Application to convert a building	500 00
Application to include a partner	200 00
Allotment fees	20 00
Animal feeds	1,000 00
Buses—(a) per month	200 00
(b) per quarter	550 00
Bookshop	1,000 00
Blacksmith	800 00
Brick blocks concrete dealer	1,250 00
Battery charging not in garage	300 00
Bar and Restaurant	1,000 00
Bar only	650 00
Brewery depot	4,000 00
Butcheries—(a) Large	1,000 00
(b) Small	500 00
Bakeries	800 00
Big garages	2,000 00
Bicycle repair	250 00
Bicycle disc	10 00
Building contractor	1,000 00
Carpentry shop	500 00
Conservancy—(a) Estate per month	11 00
(b) Dustbin rent per month	5 00
Cinema	1,500 00
Clearance certificate	100 00
Chemicals (not in chemist)	1,500 00
Chemist shop	1,500 00
Curio shop (T H)	600 00
Charcoal	600 00
Food and tea kiosk	300 00
Hostel	1,250 00
Clothing and Groceries shop	600 00
Cigarettes distributors	2,000 00
Cemeteries—(a) Near the church	150 00
(b) other cemeteries	
(i) child	10 00
(ii) adult	20 00
Distributors—(a) milk	1,000 00
(b) wines and spirit	1,250 00
(c) cement	750 00
(d) bread distributors	1,250 00
(e) tea agents	750 00
(f) eggs	150 00
Driving school	1,500 00
Drycleaners and dyers	1,000 00
Dog discs	10 00
Drying of—(a) hides	10 00
(b) skins	5 00
E A Power and Lighting	2,000 00
Electrician	600 00
Emptying buckets per quarter	90 00
Estates and land agents	1,500 00
Fish and chips	400 00
Farm implement	750 00
Grocers—(a) small	400 00
(b) large	1,000 00
Green grocers	300 00
General retail shop—(a) large	600 00
(b) medium	450 00
(c) small	350 00
Godowns	1,500 00
General Kiosk	400 00
Hire purchase shops	2,000 00
Hardware	1,500 00
Hair dressers and barbers	300 00
Hawker licence general	250 00
Hides and skin dealers	1,500 00
Hides and skin banda	350 00

<i>Occupation or Business</i>	<i>Approved Fees and Charge Sh cts</i>
Hire of councils band—	
(a) within the town	1 000 00
(b) within the district but outside the town	1,500 00
(c) outside the district (b and c) transport cost to be added)	1,750 00
Hand carts (wheel barrow excluded)	40 00
House Rent—	
(a) Kiano and Ngare Narok one bedroom	400 00
(b) Kiano and Ngare Narok two bedrooms	500 00
(c) Starehe one roomed house	125 00
(d) Lumumba one bedroomed house	250 00
Hotel—small	400 00
large	600 00
Ice cream	100 00
Juke box each per bar	300 00
K N T C depot	3,000 00
Late application licence fee penalty after June, 30th	25% of the cost of the licence
Drapers—small	400 00
large	600 00
Laundry and dhobis	400 00
Large factories	3,500 00
Ladies and gents outfittings	750 00
Licence application form fees	10 00
Lodgings—(a) below five rooms	450 00
(b) five but below ten rooms	600 00
(c) ten but below fifteen rooms	800 00
(d) fifteen rooms and above	1,100 00
Motor vehicles spare parts dealers	2,000 00
Market shops—(a) Shop No 22	190 00
(b) Shop No 26	190 00
(c) Shop No 30	190 00
(d) Shop No 31	190 00
(e) Shop No 32	190 00
(f) Shop No 35	190 00
(g) Shop No 36	190 00
Market stalls	55 00
Meat roasting	200 00
Maize and produce board	800 00
Music stores	300 00
Miraa dealers	300 00
Night club	1,500 00
Off licence shop	500 00
Office equipment and furniture	1 500 00
Open space garage—	
(a) government land	1,500 00
(b) owners plot	1,250 00
Petrol station with service	1,500 00
Petrol station without service	1,250 00
Posho mills	1 000 00
Photo studios	600 00
Printing press	1,000 00
Poultry dealers	200 00
Panel beaters not in the garage	600 00
Radio dealers	500 00
Radio repairers	250 00
Shoe dealers—	
(a) appointed retailer	1,000 00
(b) wholesale	1,500 00
Second-hand clothes	500 00
Security guards companies	600 00
Shoe repairs (verandah)	150 00
Stacking yard—	
(a) sand and building materials	750 00
(b) charcoal	750 00
Slaughter house—	
(a) cow	40 00
(b) sheep or goat	15 00
Sewer connection—(a) residential	500 00
(b) commercial	1,000 00
(c) industrial	1,500 00
Soda/aerated dealers	1,500 00
Saw mills	2,000 00
Sale of manure per ton	40 00
Stadium fees—meeting by private organisation	200 00
Soup kitchen	200 00
Sale of electrical appliances	350 00
Taxi cabs, combis, matatus etc —per month	100 00
—per quarter	280 00
Tyres dealers—(a) new and retread tyres	1,750 00
(b) retread tyres	1,500 00
Textile dealers	400 00
Travelling wholesalers	1,000 00
Tourist hotel	3,000 00
Tailoring—(a) five machines and over	500 00
(b) less than five machines	350 00
(c) less than five machines without a shop	200 00
(d) one to two machines	250 00
Uplands product agent	300 00
Water deposits—(a) domestic use	200 00
(b) commercial use	400 00
Wholesalers (general wholesalers)	1 750 00

## SCHEDULE—(Contd)

Occupation or Business	Approved Fees and Charges Sh cts
Welding not in garage—(a) electric	500 00
(b) gas	350 00
Watch repair	250 00
Car wash—(a) owners plot	300 00
(b) temporary plot	500 00
Cycle dealers and repairs	800 00
Charity Sweepstake kiosk	100 00
Flower vendor (florist)	150 00
Gas dealers in shops	300 00
Gambling machines per installation	150 00
Hawker licences—agency	100 00
Pounding fees per day—	
(a) kiosks and other items	10 00
(b) household goods	10 00
(c) carts and bicycles	5 00
(d) towing charges and council expenses	100 00
(e) cattle and donkeys	10 00
(f) sheep and goats	5 00
Magicians and comedians	200 00
Photocopying per copy	1 80
Social hall—(a) hire of social hall chairs (each)	1 00
(b) deposit for hiring of chairs	100 00
Safe keeping of carts in the market per month	20 00
Safe keeping of carts in the market per year	200 00
Temporary ground rent (kiosk) per year	360 00
Temporary ground rent (kiosk) per month	30 00
Wholesale market fees—	
(a) lorry load of produce	300 00
(b) pick up of produce	50 00
(c) one bag of produce	5 00
(d) poultry per head	1 00
(e) eggs per tray	1 00
(f) vegetables per bag	5 00
(g) potatoes per bag	5 00
(h) peas, beans or maize per bag	5 00
(i) peas, beans or maize per tin	1 00

Made on the 23rd September, 1982

By order of Nyahururu Municipal Council

G G GITHINJI,  
Town Clerk

Approved on the 8th December, 1982

MOSES MUDAVADI  
Minister for Local Government

## GAZETTE NOTICE No 342

THE OATHS AND STATUTORY DECLARATIONS ACT  
(Cap 15)

## A COMMISSION

To All To Whom These Presents Shall Come Greeting

BE IT KNOWN that on the 20th December, 1982—

MORRIS MWAMBUI KUPALIA

an advocate of the High Court of Kenya, was appointed to be a commissioner for oaths under the above-mentioned Act for as long as he continues to practise as such advocate and this commission is not revoked

Given under my hand and the seal of the court on the 20th December, 1982, at Nairobi

A H SIMPSON,  
Chief Justice  
High Court of Kenya

## GAZETTE NOTICE No 343

THE OATHS AND STATUTORY DECLARATIONS ACT  
(Cap 15)

## A COMMISSION

To All To Whom These Presents Shall Come Greeting

BE IT KNOWN that on the 20th December, 1982—

JOSEPH KARISA MWARANDU

an advocate of the High Court of Kenya, was appointed to be a commissioner for oaths under the above mentioned Act for as long as he continues to practise as such advocate and this commission is not revoked

Given under my hand and the seal of the court on the 20th December, 1982, at Nairobi

A H SIMPSON,  
Chief Justice,  
High Court of Kenya

## GAZETTE NOTICE No 344

## THE OATHS AND STATUTORY DECLARATIONS ACT

(Cap 15)

## A COMMISSION

To All To Whom These Presents Shall Come Greeting

BE IT KNOWN that on the 20th December, 1982—

JOHN ERIC OPIYO

an advocate of the High Court of Kenya, was appointed to be a commissioner for oaths under the above mentioned Act for as long as he continues to practise as such advocate and this commission is not revoked

Given under my hand and the seal of the court on the 20th December, 1982, at Nairobi

A H SIMPSON,  
Chief Justice  
High Court of Kenya

## GAZETTE NOTICE No 345

## THE CHIEF'S AUTHORITY ACT

(Cap 128)

## APPOINTMENTS

IN EXERCISE of the powers delegated to me under regulation 9 (i) (a) of the Public Service Commission of Kenya Regulations 1965, I appoint the persons in the schedule below to be chiefs of the areas named therein

## SCHEDULE

## CENTRAL PROVINCE

Name	Location	District	Date of Appointment
Joseph Wanyoike	Muthithi	Murang'a	8-3-82
Muhindi Francis	Gikindu	Murang'a	1-4-82
Mwangi Wamwea	Githunguri	Kiambu	5-11-81
John M Nganga	Kabare	Kirinyaga	2-1-82
Jamleck Ndege Gate	Endarasha	Nyeri	1-1-82
Paul Njoroge Ngugi	Naromoru	Nyeri	18-12-79
Paul Iteri Gathogo			
Fredrick Njonjo Kanuti	Makuyu	Murang'a	20-12-69
Lawrence Kimani Muchoki	Gitugi	Murang'a	10-2-82

## COAST PROVINCE

Name	Location	District	Date of Appointment
Joseph Kibiru Njoroge	Mpeketoni	Lamu	20-1-81
Jackson N Mwakoto	Tudor	Mombasa	1-2-82
Christopher N Nzioki	Ganjoni	Mombasa	1-2-82
Stephen Charo Musinga	Maitakani	Kilifi	1-10-81
Wilfred Rama Le shamta	Chala	Taita Taveta	2-2-81
Ephron Dick Nyange	Mbale	Taita Taveta	6-2-81
Stanley Job Maindi	Wamungu	Taita Taveta	20-11-81
Ali Khalitani	Voi	Taita Taveta	23-11-81
Habel Mcharo	Mwatate	Taita Taveta	1-12-81
Gutu Kone Balafa	Madogo	Tana River	6-1-82
Zablon Matano	Fundi Issa	Kilifi	11-6-82
Joshua Jacob Katana	Tezo	Kilifi	16-6-82
Joseph Kazungu Ngama	Ndigeria	Kilifi	1-7-82

## EASTERN PROVINCE

Name	Location	District	Date of Appointment
Haji Ahmed Farah	Moyale	Marsabit	3-8-73
Huka Guleid	Sololo	Marsabit	1-7-75
Adan Ali	Godoma	Marsabit	6-3-81
Francis Nzioka Nzilu	Changwithya	Kitui	25-2-82
John Mulewa Kimwele	Mutonguni	Kitui	1-7-81
William Nzuki Muliki	Mutomo	Kitui	1-7-81
Francis Mbuvi Syalla	Ikanga	Kitui	18-6-81

## SCHEDULE—(Contd)

## EASTERN PROVINCE—(Contd)

Name	Location	District	Date of Appointment
Joseph Ndambo Muli	Migwani	Kitui	1-10-81
David Kyautha Mbuti	Ukasi	Kitui	1-7-82
Moses Muniyoki Nzyoka	Kyuso	Kitui	1-7-82
Hassan Waie Dulo	Kinna	Isiolo	7-10-82
Dida Kalicha	Malkagala	Isiolo	15-9-81
James Muriungi Nkanata	Kanyankine	Meru	1-2-82
Silas M Muthuri Njuki	Mitunguu	Meru	1-2-82
Patrick E Ngirigacha Nyaga	Kajuki	Meru	1-2-82
Benson Ncuundu Ayub Ngoci	South Tharaka	Meru	1-2-82
Mathew Kiraithe Rukunga	Mituntu	Meru	1-2-82
Joseph M'Kirani Baingoni	Mbeu	Meru	1-2-82
Isaiah Mugambi Mwirichia	Thangatha	Meru	1-2-82
Erastus S Muthamia Marete	Gatumbi	Meru	1-2-82
Andrew Muli Kilu	Kathonzweni	Machakos	9-2-81
Simeon Muniyoki Kiminza	Masinga	Machakos	9-2-81
Simeon Mwololo Munandu	Kikumbulyu	Machakos	12-2-82
Justus Muniyoli Suva	Mtito Andei	Machakos	12-2-82
Grishon Kimilu Kithongo	Makindu	Machakos	12-2-82
Joseph Munde Muthuki	Ndithini	Machakos	9-2-82
Joseph Musau Nthenge	Maputi	Machakos	10-2-82
James Ntioni Mulinge	Kasikeu	Machakos	4-6-82
Eliud Ndetu Kimeu	Kilungu	Machakos	4-6-82
Isaiah Kilu Kavoo	Kithembe	Machakos	4-6-82
John Ngie mbondo	Mbiuni	Machakos	16-2-81
Onesmus Ndambuki Mwinzi	Lower Mbooni	Machakos	4-6-82
Peter Kiunga	Kiegot	Meru	1-2-82
Robert Karugara Kiganu	Marimanti	Meru	1-2-82
Guyo Karayu Kadiga Dida	Butiye	Marsabit	6-8-82
Philip Litontuwan Kaiolle	Korr	Marsabit	6-8-82
Naro Turu	Dukana	Marsabit	6-8-82
Jattani Katole Katelo	Uran	Marsabit	6-8-82
Benjamin Wario Dambi	Sagante	Marsabit	6-8-82

## NAIROBI AREA

Name	Location	District	Date of Appointment
Nelson Mbithi Masio	Kariobangi	Nairobi	29-3-82
Wilson Kipmegut arap Soy	Pumwani	Nairobi	3-5-82
Isaac Kimenju Kamau	Parklands	Nairobi	1-4-82

## NORTH EASTERN PROVINCE

Name	Location	District	Date of Appointment
Bishar Ali Hassan	Taijab	Wajir	21-12-81
Mohamed Mumin	Dit	Wajir	21-12-81
Mohamed Abdullahi Abdi	Eldas	Wajir	19-2-81
Adan Affev Hassan	Banane	Wajir	21-12-81
Ibrahim Adan Hassan	Khorof Harar	Wajir	1-12-82
Ibrahim Alike	Ashabito	Mandera	1-5-82
Adan M Arusi	Kalaliyo	Mandera	20-1-82
Mohamed Sobo	Kotulo	Mandera	1-5-82

## RIFT VALLEY PROVINCE

Name	Location	District	Date of Appointment
Ernest Kiptum Sugut	Kosirai	Nandi	12-1-81
Stanley Kiptinger	Kapsaret	Uasin Gishu	24-11-81
Philip Kibitok Koskey	Ainabkoi West	Uasin Gishu	25-11-81
Erick Kibiwot Tarius	Kiplombe	Uasin Gishu	25-11-81
Simeon Bundotich Boinnet	Timboroa	Uasin Gishu	7-12-81
David Miter	Lessos	Uasin Gishu	1-7-80
Samuel Langat	Moi's Bridge	Uasin Gishu	12-10-81
Samson Kiprotich Cherop	Sergoit	Uasin Gishu	12-5-81
Andrew Rotich	Chepsiro	Trans-Nzoia	13-5-81
Stanley Kiplagat	Makutano	Trans Nzoia	
Machi arap Kohi	Chepchoina	Trans Nzoia	2-9-81
Kiptanui arap Boen	Kapomboi	Trans-Nzoia	2-9-81
Julius Wasilwa Nate	Kimini	Trans-Nzoia	2-9-81
Charles Wambugu Njuguna	Township	Laikipia	1-3-82
George Muguru Gikanga	Ngobit	Laikipia	12-7-79
Samuel Mutwaracio	Daiga	Laikipia	20-1-81
Paul Harrison Kamau	Segera	Laikipia	18-8-81
Simon Nduru Kinyaga	Il'Ngwesi	Laikipia	12-7-79
Kashangwe ole Lepele	Il Ndigiri	Laikipia	1-3-80
Raphael Maina Gathuru	Kinamba	Laikipia	19-8-81
Samuel Wachira Macharia	Marmanet	Laikipia	20-8-81
Francis Chepkwony Kiprono	Salama	Laikipia	20-8-81
Peter Ngunyi Kuria	Mutara	Laikipia	8-3-82
John Mwaura Maingi	Sosian	Laikipia	
Michael Macharia Mwai	Igwamiti	Laikipia	20-8-81
Jackson Lemanyaro	Maralal Urban	Samburu	1-11-81
J N Lekepen	Loosuk	Samburu	4-8-81
Daudi Ekaale	Marti	Samburu	25-8-81
Restituto Kerio	Nachola	Samburu	6-11-81
John B Lempei	Arsim	Samburu	6-11-81
V M Leparikaras	Serolevi	Samburu	11-8-81
Andrew Kapkicha	Alale	West Pokot	10-9-81
Lochaun			
David Kipkurui	Ndanai	Kericho	17-9-77
Ngeno	Sorget	Kericho	1-10-81
Jonathan Kiplangat Cheruvot			
Francis Kiprotuk Miter	Kericho	Kericho	1-10-81
Samuel Kibore Keter	Chilchila	Kericho	6-10-81
Alexander Kiplangat Kirui	Kipkelat	Kericho	10-10-81
Jonathan Kipkemoi Tonui	Kisiara	Kericho	13-10-81
Jackson Kipngeny Chepkwony	Kiptere	Kericho	10-2-82
Jonathan Kibaibai Rogoni	Kipchoian	Kericho	22-2-82
Joseph Kipchirchir			
Mariywa	Chaik	Kericho	22-2-82
Samwel Lele	Kodhodin	Turkana	19-8-81
Anton Jeremiah Etheri	Katilu	Turkana	24-8-81
Ekanan Belbel Nasil	Lovhakula	Turkana	19-8-81
John Wuapari	Delalekutuk	Kajiado	7-8-81
Melihila ole Muturi	Olkiramatian	Kajiado	2-2-82
Gideon M Leparakuo	Centra' Kaputei	Kajiado	10-8-81
Jeremiah Lesale	Magadi	Kajiado	26-8-77
Josiah ole Teeka	North Kikonyo lie	Kajiado	28-7-81
Edward Lokwaro Kasorich	Kapenguria—Central	West Pokot	20-8-81
Jonathan Wafula Munde	Endebess	Trans Nzoia	23-9-82
Wycliffe Joel Mwinali	Sinyerere	Trans-Nzoia	23-9-82
Pempe Semeyoni ole Olteita	Uasin Gishu East	Narok	1-2-82
Daniel Ledema ole Kirua	Moitani West	Narok	1-2-82
Lewuale ole Sadera	Olkuito	Narok	1-2-82
Jonathan Reust ole Koros	Olposimoru	Narok	1-2-82
Stephen Kariuki Waweru	Kabazi	Nakuru	4-11-80
Paul Kitur arap Lelei	Kaptel	Nandi	20-10-79
Peter Kimagut Ruto	Chemundu	Nandi	1-7-80
Kiprotich A Kebenei	Lelmokwo	Nandi	1-2-81
Henry Cheruiyot			
Tuwei	Songhoi	Nandi	1-12-80
Clement Malakwen	Maraba	Nandi	6-8-81
Keino			

SCHEDULE—(Contd)  
NYANZA PROVINCE

Name	Location	District	Date of Appointment
John Aguda Otieno	South Alego	Siaya	11-3-82
Alfred Ayodo Abodo	West Asembo	Siaya	15-2-81
Frederick Ochillo Odipo	North Ugenya	Siaya	20-12-78
Charles Adiedo Kamiongo	South Sakwa	Siaya	15-12-76
Andrew Ongoga Onserio	North Borabu	Kisii	11-8-82
Peter Kurendi Gekara	Kionyo	Kisii	23-8-82
Augustine David Oyunge	Mosobeti	Kisii	15-8-82
Richard Aminga Nyakundi	Nyakoe	Kisii	9-8-82
Henry Mokua Gisege	South Wanjare	Kisii	13-9-82

WESTERN PROVINCE

Name	Location	District	Date of Appointment
Emmanuel Odaba	Bukhayo West	Busia	1-3-79
William Ndubi	Bukhayo East	Busia	8-6-81
Stephen Kefa	South Marama	Kakamega	28-5-82
Ismael Atanda Kataka	West Kisa	Kakamega	28-5-82
Moses Wamoja Musee	North Kabras	Kakamega	18-3-82
Matayo Khisa	West Bukusu	Bungoma	21-7-82

J S MATHENGE  
Permanent Secretary/Administration

GAZETTE NOTICE NO 346

THE 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 and 7 of the Magistrates' 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

Name	Class of Court	District
Joseph Kiprotich Yagan	First class	Garissa
Joshua Peter Kavita Matui	First class	Wajir
Manasseh Mbilika Tiema	Second class	Garissa
Gichuhi Kamuto	Second class	Garissa
Godfrey Mate Mwaniki	Second class	Mandera
Aldington Hesbon Lidambiza	Second class	Wajir

Dated the 21st January, 1983

A H SIMPSON,  
Chairman,  
Judicial Service Commission

GAZETTE NOTICE NO 347

THE JUDICIAL SERVICE COMMISSION

REVOCATION OF APPOINTMENTS

THE appointments of the following district magistrates are terminated with effect from 20th January, 1983

Joseph Greenleaf Opunga,  
Celestino Chokera,  
Alvin Mwangi Gakere,  
John Diah Wilson,  
Karuga Mwaura,  
Kamau Gakundi

Gazette Notice No 2505/81, insofar as the above mentioned district magistrates are concerned, is cancelled

Dated the 21st January, 1983

A H SIMPSON,  
Chairman,  
Judicial Service Commission

GAZETTE NOTICE NO 348

THE REGISTRATION OF TITLES ACT

(Cap 281, section 71)

ISSUE OF A PROVISIONAL CERTIFICATE

WHEREAS Omai bin Ali (deceased) up to the time of his death was registered as a proprietor in fee simple of all that piece or parcel of land containing by measurement nine point two six (9.26) acres or thereabouts known as subdivision No 12 of Section III, Mainland North, situate at Shimo-La-Tewa in the Kilifi District held by virtue of a certificate of ownership No 5353 registered in the Land Registry, Mombasa as No CR 4159/1 and whereas sufficient evidence has been adduced to show that the said certificate of ownership No 5353 registered as No CR 4159/1 has been lost Notice is given that after the expiration of ninety (90) days from the date hereof, I shall issue a provisional certificate provided that no objection has been received within that period

Dated the 28th January, 1983

H T KALELA,  
Acting Registrar of Titles

GAZETTE NOTICE NO 349

THE CIVIL AVIATION ACT

(Cap 394)

THE CIVIL AVIATION BOARD

Notice of Application for or Variation of an Air Services Licence

PURSUANT to the provisions of the Civil Aviation Act, notice is given that Beale Airwork Ltd, P O Box 33, Timau, has applied to the Civil Aviation Board for a three year licence to operate within Kenya all cargo charters confined to a maximum of 1,000 kilos based in Timau

Any objections or representations to this application should be made in writing to the Civil Aviation Board, Ministry of Transport and Communications, Ngong Road, P O Box 52692, Nairobi, so as to reach it within twenty eight (28) days of the date of this notice Every such objection or representation should state the specific grounds on which it is based and specify any conditions which it is desired that the board should impose on the licence, if granted It should further be noted that a copy of every objection or representation should be sent by the person making the same to the applicant at the same time that it is sent to the Civil Aviation Board

Dated the 24th January, 1983

S W GITHAIGA,  
for Chief Executive Officer/Secretary  
Civil Aviation Board

GAZETTE NOTICE NO 350

THE INTERNAL LOANS ACT

(Cap 420)

LOSS OF STOCK CERTIFICATE

IN PURSUANCE of the provision of paragraph 15 (2) of the Internal Loans Act, the Central Bank of Kenya, on behalf of the Permanent Secretary to the Treasury, gives notice that the undernoted stock certificate has been lost and that it is proposed after the expiration of thirty (30) days from the date of this notice to issue a duplicate of the certificate in lieu thereof to the Board of Governors, Lenana School

6½ PER CENT KENYA STOCK 1981  
STOCK CERTIFICATE NO 9  
VALUE SHS 6,400

Dated the 17th January, 1983

CENTRAL BANK OF KENYA,  
P O Box 60000, Nairobi

GAZETTE NOTICE NO 351

6 PER CENT KENYA STOCK 1980/83

FOR the purpose of preparing warrants for interest due on 15th March, 1983, the balances of the several accounts in the above stock will be struck at close of business on 15th February, 1983, after which date the stock will be transferable ex-dividend

Dated the 18th January, 1983

CENTRAL BANK OF KENYA,  
P O Box 60000, Nairobi

GAZETTE NOTICE No 352

## CENTRAL BANK OF KENYA

## BANKI KUU YA KENYA

STATEMENT AS AT 31ST DECEMBER, 1982

## CURRENCY IN CIRCULATION

	<i>Sh</i>
Notes	4,041,264,320
Coin	118,450,414
	<u>4,159,714,734</u>

## DEPOSITS

Government of Kenya	—
Banks—Kenya	1,396,095,322
—External	175,554,122
I M F	4 365,453,422
Others	242,121,797
	<u>6,179,224,663</u>

## OTHER LIABILITIES AND PROVISIONS

	618,326,857
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## Total liabilities and Provisions

10,957,266,254

## CAPITAL

26,000,000

## GENERAL RESERVE FUND

184,756,334

## REVALUATION ACCOUNT

249,474,854

(Set up under section 51 of the Act)

*Sh* 11,417,497,442

## GOLD AND FOREIGN EXCHANGE

	<i>Sh</i>	<i>Sh</i>
Balances with Banks and Cash	1,140,561,932	
Treasury Bills	1,084,017,966	
Other Investments	480,652,438	
Special Drawing Rights	192,076,791	
	<u>2,897,309,127</u>	

## SECURITIES ISSUED OR GUARANTEED BY THE KENYA GOVERNMENT

494,108,897

## DIRECT ADVANCES TO KENYA GOVERNMENT

7,515,596,525

## KENYA TREASURY BILLS

—

## ADVANCES AND DISCOUNTS

20,000,000

## UNCLEARED EFFECTS

117,972,913

## OTHER ASSETS

372,509,980

*Sh* 11,417,497,442Nairobi,  
18th January, 1983P NDEGWA,  
Governor

NOTE This notice supersedes Gazette Notice No 224 of 21st January, 1983

GAZETTE NOTICE No 353

## THE LAND ACQUISITION ACT

(Cap 295)

## NOTICE OF INTENTION TO ACQUIRE LAND

IN PURSUANCE of section 6(2) of the Land Acquisition Act, I give notice that the government intends to acquire the following land for the purpose of Nakuru Civilian Airstrip

## SCHEDULE

<i>L R No</i>	<i>Interested Person(s)</i>	<i>Land to be acquired in ha</i>
9363/3 (part)	Delamere Estates Ltd	21 3
4731/2	Waka Ltd	5 2
6282/1 (part)	Waka Ltd	14 9
4731/1 (part)	Waka Ltd	81 77
6282/2 (part)	Waka Ltd	1 62
11373 (part)	Ndiuni Farmers Ltd	81 6

A plan of the affected land may be inspected during office hours at Lands Department (valuation division), Kencom House, room 471 or at provincial valuation office in the Provincial Headquarters, Nakuru

Dated the 20th January, 1983

J R NJENGA,  
Commissioner of Lands

GAZETTE NOTICE No 354

## THE LAND ACQUISITION ACT

(Cap 295)

## NOTICE OF INQUIRY

IN PURSUANCE of section 9(1) of the Land Acquisition Act, I give notice that an inquiry will be held at 9 30 a m on Friday, 4th March, 1983, at the Nakuru Provincial Valuation office (Nakuru Provincial Headquarters) for the hearing of claims to compensation by persons interested in the following land

## SCHEDULE

<i>L R No</i>	<i>Interested Person(s)</i>	<i>Land to be acquired in ha</i>
9363/3 (part)	Delamere Estates Ltd	21 3
4731/2	Waka Ltd	5 2
6282/1 (part)	Waka Ltd	14 9
4731/1 (part)	Waka Ltd	81 77
6282/2 (part)	Waka Ltd	1 62
11373 (part)	Ndiuni Farmers Ltd	81 6

Every person who who is interested in the land is requested to deliver to me not later than the date of inquiry, written claims to compensation

Dated the 20th January, 1983

J R NJENGA,  
Commissioner of Lands

## GAZETTE NOTICE No 163

## THE GOVERNMENT LANDS ACT

(Cap 280)

## BURNT FOREST TOWNSHIP, UASIN GISHU DISTRICT

*Light Industrial Plots*

THE Commissioner of Lands invites applications for alienations of plots in the above township described in the schedule hereto a plan of the plots may be seen in the Public Map Office, Lands Building, City Square Nairobi or obtained therefrom on payment of K Sh 10

2 Applications should be submitted to the Commissioner of Lands, Nairobi, through the Clerk to Wareng County Council, P O Box 100, Eldoret, stating the plot required in order of preference. Applications must be on prescribed forms which are available from Lands Department or the office of the Clerk to Wareng County Council, P O Box 100, Eldoret

3 Applications may be sent so as to reach the Clerk to Council of Wareng P O Box 100, Eldoret, not later than noon on Saturday, 5th March, 1983

4 Applicants must enclose with their applications a banker's cheque, money order, postal order or cash for K Sh 1,000 made payable to the Commissioner of Lands as deposit. Personal cheques will not be accepted

The deposit will be dealt with as follows

- (a) Credited to a successful applicant
- (b) Refunded to an unsuccessful applicant
- (c) Forfeited if a successful applicant fails to pay within thirty (30) days of the offer of a plot, and the applicant shall have no further claim thereto

5 Each application should be accompanied by a statement indicating

- (a) The amount of capital it is proposed to spend on the project
- (b) The amount of actual capital available for development with banker's letter or other evidence of financial status in support
- (c) The manner in which it is proposed to raise the balance required for development, if any
- (d) Full detail of both residential and/or commercial properties owned by the applicant in Burnt Forest Township
- (e) Individual applicants to indicate numbers of their identity cards
- (f) In case of companies, names of directors to be included, and a photostat copy of the company's registration certificate

6 The successful allottee of a plot shall pay to the Commissioner of Lands within thirty (30) days of notification that, his/her/their application has been successful, the stand premium and proportion of the annual rent together with conveyancing, stamp duty, registration fees, contribution in lieu of rates, road and drains charges and survey fees. In default of payment within the specified time, the Commissioner of Lands may cancel the allocation and the applicant shall have no claim to the plot

*General Conditions*

THE lease will be made under the provision of the Government Lands Act and title will be issued under the Registered Land Act (Cap 300)

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

3 The term of the lease will be for 99 years from the first day of the month following the issue of the letter of allotment

*Special Conditions*

NO buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and local authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such to develop the land adequately and satisfactorily

2 The lessee shall within six calendar months of the commencement of the term submit (in triplicate) to the local authority and the Commissioner of Lands, plans (including block plans showing the position of the buildings and a system of drainage for the disposal of sewage, surface and sullage water), drawings, elevations and specifications of the buildings (the lessee proposes to erect on the land and shall within 24

months of the commencement of the term complete the erection of such buildings and the construction of the drainage system in conformity with such plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner

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

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

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

Provided further that if such notice as aforesaid shall be given—

(1) within 12 months of the commencement of the term, the Commissioner of Lands shall refund to lessee 50 per centum of the stand premium paid in respect of the land,

(2) at any subsequent time prior to the expiration of the said building period, the Commissioner of Lands shall refund to the grantee 25 per centum of the said stand premium, or

(3) in the event of notice being given after the expiration of the said building period no refund shall be made

5 The land and building shall only be used for light industrial purposes with ancillary offices and stores

6 Accommodation exceeding 100 sq ft may be provided for a caretaker or night watchman

7 The buildings shall not cover a greater area of the land than that laid down by the local authority in its by laws and no more than 90 per cent of the area of the land

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

9 The lessee shall not subdivide the land without prior written consent of the Commissioner of Lands

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

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

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

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

14 The lessee shall pay such rates, taxes, charges, duties assessments or outgoings of whatever description as may be imposed, charged or assessed by any government or local authority upon the land or the buildings erected therein including any contribution or under sum paid by resident of Republic of Kenya in lieu thereof

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

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

#### SCHEDULE

Parcel No	Approx Area (ha)	Stand Premium	Annual Rent	Road Charges	Survey Fees	Capital Value
		Sh	Sh	On demand	Sh	Sh
133	0 0459	1,560	312		970	7,800
134	0 0444	1,500	300		970	7,500
135	0 0464	1,580	316	,	970	7,900
136	0 0491	1,660	332	„	970	8,800
137	0 0451	1 540	308	„	970	7 700
138	0 0505	1,720	344	„	970	8 600
139	0 0521	1,780	356	„	970	8,900
140	0 0456	1,520	304	„	970	7,600
141	0 0462	1,580	316	„	970	7,900
142	0 0438	1,500	300	„	970	7,500
143	0 0340	1,160	232	„	970	5,800
144	0 0340	1,160	232	„	970	5,800
145	0 0531	1,800	360	„	970	9 000

GAZETTE NOTICE NO 229

### THE GOVERNMENT LANDS ACT

(Cap 280)

#### NAIVASHA TOWNSHIP—PLOTS FOR (A) WORKSHOPS, GARAGES OR GO-DOWNS (B) SHOPS, OFFICES AND FLATS (C) LOW DENSITY RESIDENTIAL

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

2 A plan of the plots may be seen at the Public Map Office, situated in the Lands Department Building, City Square, Nairobi, or at the office of the Town Clerk, Naivasha Town Council or may be obtained from the Public Map Office, P O Box 30089, Nairobi, on payment of K Sh 10 post free

3 Applications should be submitted to the Commissioner of Lands, Nairobi through the Town Clerk of the Naivasha Town Council, P O Box 126, Naivasha stating the plot required in order of preference. Applications must be on prescribed forms which are available from Lands Department, or the Town Clerk, Naivasha Town Council

4 Applications must be sent so as to reach the Town Clerk, Naivasha Town Council, not later than noon on 25th February, 1983

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

6 Applicants must enclose with their applications their cash, postal or money order for K Sh 1,000 as a deposit, which will be dealt with as follows

- If the applicant is offered and takes up and pays for the plot within a period of seven days as required in paragraph 5 below, the deposit will be credited to him
- If the application is unsuccessful, the applicant's deposit will be returned to him
- If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of fourteen (14) days as required in paragraph 5 of the General Conditions, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have further claim thereto

#### General Conditions

THE ordinary conditions applicable to township grants of this nature, except as varied, shall apply to this grant

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

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

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

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

#### Special Conditions

NO buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and local authority. The proposals are such as to develop the land adequately and satisfactorily

2 The grantee shall within 6 calendar months of the actual registration of the grant submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the position of the building and a system of drainage for disposing of sewage surface and sullage water) drawings and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the actual registration of the grant complete the erection of such buildings and the construction of the drainage system in conformity with plans, drawing elevations and specifications, amended (if such be the case) by the Commissioner

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

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

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

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

5 The land and buildings shall only be used for—

- workshops, garages or godowns,
- shops, offices and flats,
- private residential purposes

6 Accommodation not exceeding 100 sq ft may be provided for a caretaker or nightwatchman, for plots in schedule (a)

7 The buildings shall not cover more than 90 per centum of the area of the land or such lesser area than may be laid down by the local authority in its by-laws, for plots in schedule (a) and 50 per centum for plots in schedules (b) and (c)

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

9 The grantee shall not subdivide the land

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

11 The grantee shall pay to the Commissioner of Lands on demand such as the Commissioner may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and shall, on completion of such construction and the ascertainment of the actual proportionate cost, either pay (within 30 days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount as aforesaid

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

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

14 The grantee shall pay rates, taxes, charges, duties, assessments or outgoing of whatever description as may be imposed, charged or assessed by any Government or local authority upon the land or the buildings erected thereon, including any contribution or other sum paid by President of the Republic of Kenya in lieu thereof

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

16 The Commissioner of Lands reserves the right to revise the annual rental payable hereunder at the expiry of the 33rd and 66th year of the term granted, such rent will be at the rate of 4 per cent of the unimproved freehold value of the land as assessed by the Commissioner of Lands

#### SCHEDULE 'A'

##### WORKSHOPS, GARAGES OR GO DOWNS

L R No	Area (Approx) Hectare(s)	Stand Premium Sh	Annual Rent Sh	Road Charges Sh	Survey Fees Sh
1 to 10	0 263	7,800	1,560	On	1,060
11 to 20	0 238	7,200	1,440	demand	1,060
21 to 29	0 066	2,000	400	,,	1,060

#### SCHEDULE 'B'

##### SHOPS, OFFICES AND FLATS

L R No	Area (Approx) Hectares	Stand Premium Sh	Annual Rent Sh	Road Charges Sh	Survey Fees Sh
A to G	0 101	6 000	1 200	On	1,060
I to Q	0 072	4,440	880	demand	1,060
R to W	0 090	5,400	1,080	,,	1,060

#### SCHEDULE 'C'

##### LOW DENSITY RESIDENTIAL

L R No	Area (Approx) Hectare(s)	Stand Premium Sh	Annual Rent Sh	Road Charges Sh	Survey Fees Sh
R1	0 562	5 000	1,000	On	1,060
R2	0 594	5,200	1,040	demand	1,060
R3 to R11	0 408	4,600	920	,,	1,060
R12 to R20	0 408	4,600	920	,,	1,060
R21	0 404	4,600	920	,,	1 060
R22	0 416	4 600	920	,,	1,060
R23	0 890	6,000	1 200	,,	1,060
R24	0 336	4,400	880	,,	1,060
R25	0 401	4,600	920	,,	1,060
R26	0 421	4,600	920	,,	1,060
R27	0 372	4,600	920	,,	1,060
R28	0 469	4,800	960	,,	1,060
R29	0 611	5,400	1,080	,,	1,060

GAZETTE NOTICE No 230

#### THE TRUST LAND ACT

(Cap 288)

##### EMBU MUNICIPALITY, EMBU DISTRICT

##### ALIENATION OF PLOTS FOR SHOPS, OFFICES AND FLATS

THE Commissioner of Lands invites applications for alienation of plots in the above-mentioned municipality described in the schedule hereto. A plan of the plots may be seen in the Public Map Office, Lands Building, City Square, Nairobi, or obtained therefrom on payment of K Sh 10

2 Applications may be sent so as to reach the Town Clerk, Municipal Council of Embu, P O Box 36, Embu, not later than noon on 14th March, 1983, and should not be sent direct to the Commissioner of Lands, Nairobi

3 Applicants must enclose with applications a banker's cheque, postal order, money order or cash for K Sh 1,000 made payable to the Municipal Council of Embu, as deposit, personal cheques will not be accepted

The deposit will be dealt with as follows

(a) Credited to a successful applicant

(b) Refunded to an unsuccessful applicant

(c) Forfeited if a successful applicant fails to pay within thirty (30) days of the offer of a plot from the date of the letter of allotment, and the applicant shall have no further claim thereto

4 Each application should be accompanied by a statement indicating

(a) The amount of capital available for the purchase of the plot

(b) The amount of capital available for the development of the plot. Attach a bank statement or letter from bank or any other financial institution indicating the amount of development loan they are prepared to give you if you are allocated with a plot

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

(d) Full details of both residential and/or commercial properties owned by the applicant in this town

(e) Individual applicants must quote their identity cards numbers and their nationalities

(f) In case of companies, names of directors must be included and a photostat copy of the company's registration certificate

*General Conditions*

THE Lease will be prepared under the provision of the Trust Land Act, and title issued under the Registered Land Act (Cap 300) as the case may be applicable

2 The lease will be issued in the name(s) of the allottee(s) as given in the letter of application and will be subject to special conditions set out below

3 The term of the lease will be for 99 years from the first day of the month following the issue of letter of allotment

*Special Conditions*

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

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

Provided that notwithstanding anything to the contrary contained or implied by the Trust Land Act, if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the county council or any person authorized by the county council to re enter into and upon the land or any part thereof in the name of the whole and thereupon the term, created shall cease but without prejudice to any right of action or remedy of the county council in respect of any antecedent breach of any condition herein contained

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

4 Should the lessee give notice in writing to the county council that she/he/they is/are unable to complete the buildings within the period aforesaid the county council shall (at the lessee's expense) accept a surrender of the land comprised herein

Provided further that if such notice as aforesaid shall be given—

(1) within twelve months of the commencement of the term of lease the county council shall refund to the lessee 50 per centum of the stand premium paid in respect of the land,

(2) at any subsequent time prior to the expiration of the said building period the county council shall refund to the lessee 25 per centum of the said stand premium, or

(3) in the event of notice being given after the expiration of the said building period no fund shall be made

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

6 The buildings shall not cover more than 50 per centum of the area of the land or lesser area as may be laid down by the local authority in its by laws

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

8 The lessee shall not subdivide the land without prior consent in writing of the county council and the Commissioner of Lands

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

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

11 The lessee shall from time to time pay to the local authority on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the local authority may assess

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

13 The lessee shall pay such rates, taxes, charges, duties, assessments or outgoings of whatever description as may be imposed, charged or assessed by any government or local authority in lieu thereof

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

15 The local authority reserves the right to revise the annual ground rental payable hereunder at the expiry of the 33rd and 66 year of the term granted. Such rent will be at the rate of 4 per centum of the unimproved freehold value of the land as assessed by the local authority

## ALIENATION OF PLOTS FOR SHOPS, OFFICES AND FLATS

## SCHEDULE

L R No	Area (Approx.) Hectare(s)	Stand Premium Sh	Annual Rent Sh	Road Charges Sh	Survey Fees Sh
1112/578	0 018	2 600	520	On	970
1112/579	0 0191	2,600	520	demand	970
1112/580	0 0191	2,600	520	"	970
1112/581	0 0191	2 600	520	"	970
1112/582	0 0191	2 600	520	"	970
1112/583	0 0202	2,800	560	"	970
1112/584	0 0241	3,400	680	"	970
1112/585	0 0281	4,000	800	"	970
1112/587	0 0195	2,800	560	"	970
1112/588	0 0195	2 800	560	"	970
1112/589	0 0195	2,800	560	"	970
1112/590	0 0195	2,800	560	"	970
1112/591	0 0195	2,800	560	"	970
1112/592	0 0195	2,800	560	"	970
1112/593	0 0195	2,800	560	"	970
1112/594	0 0184	2 600	520	"	970
1112/595	0 0711	10,000	2,000	"	970
1112/596	0 039	5,400	1,080	"	970
1112/597	0 039	5,400	1 080	"	970
1112/598	0 039	5,400	1,080	"	970
1112/599	0 039	5 400	1,080	"	970
1112/600	0 039	5,400	1 080	"	970
1112/601	0 0390	5 400	1,080	"	970
1112/602	0 039	5,400	1,080	"	970
1112/603	0 039	5,400	1,080	"	970
1112/606	0 0415	5,800	1 160	"	970
1112/607	0 0372	5 200	1 040	"	970
1112/608	0 0372	5 200	1 040	"	970
1112/609	0 0443	5 200	1 040	"	970
1112/610	0 0372	5 200	1,080	"	970
1112/611	0 0372	5 200	1,080	"	970
1112/612	0 0372	5 200	1 080	"	970
1112/613	0 0372	5,200	1 080	"	970
1112/614	0 0372	5 200	1 080	"	970
1112/615	0 0372	5 200	1,080	"	970
1112/616	0 0372	5 200	1,080	"	970
1112/617	0 0372	5,200	1,080	"	970
1112/618	0 0372	5,200	1,080	"	970
1112/619	0 0372	5,200	1,080	"	970

## GAZETTE NOTICE No 208

## THE GOVERNMENT LANDS ACT

(Cap 280)

## MOKOWE TOWNSHIP, LAMU DISTRICT

*Residential Plots, Nursery School Sites, Religious Purposes Plots and Business-cum-Residence Plots*

THE Commissioner of Lands invites applications for the alienation of plots in the above-mentioned area as described in the schedule hereto. A plan of the plots may be seen in the Public Map Office or obtained therefrom on payment of K Sh 10.

Applications should be submitted to the Commissioner of Lands, Nairobi, through the District Commissioner, P O Box 41, Lamu, stating the plot required in order of preference. Applications must be on prescribed forms which are available from Lands Department, P O Box 30089, Nairobi, or the office of the District Commissioner, P O Box 41, Lamu.

Applications should be submitted so as to reach the District Commissioner, Lamu, not later than noon on 7th February, 1983.

Applicants must enclose with their applications a banker's cheque, money order, postal order or cash for K Sh 1,000 made payable to the Commissioner of Lands as a deposit for the plot. Personal cheques are not acceptable.

The deposit will be dealt with as follows:

- (a) Credited to a successful applicant
- (b) Refunded to an unsuccessful applicant
- (c) Forfeited if a successful applicant fails to pay within thirty (30) days of the offer of a plot, and the applicant shall have no further claim thereto.

Each application should be accompanied by a statement indicating—

- (a) the amount of capital it is proposed to spend on the project,
- (b) the amount of actual capital available for development with banker's letter or other evidence of financial status in support,
- (c) the manner in which it is proposed to raise the balance required for development, if any,
- (d) full details of both residential and/or commercial properties owned by the applicant in Mokowe Township,
- (e) individual applicants to indicate numbers of their identity cards,
- (f) in case of companies, names of directors to be included.

The successful allottee of a plot shall pay to the Commissioner of Lands within thirty (30) days of notification that his/her/their application has been successful, the stand premium and proportion of the annual rent together with conveyancing, stamp duty, registration fees, contribution in lieu of rates, road and drains charges and survey fees. In default of payment within the specified time, the Commissioner of Lands may cancel the allocation and the applicant shall have no claim to the plot.

*General Conditions*

THE grant shall be made under the provisions of the Government Lands Act and the title will be issued under the Registration of Titles Act (Cap 281) or the Registered Land Act (Cap 300).

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

*Special Conditions*

NO buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the local authority. The Commissioner shall not give his approval unless he is satisfied that proposals are such as to develop the land adequately and satisfactorily.

2 The grantee shall within six calendar months of the actual registration of the grant submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and system of drainage for disposing of sewage, surface and sullage water) drawings, elevations and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the said actual registration of the grant complete the erection of such

buildings and the construction of the drainage system in conformity with plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner.

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

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

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

Provided further that if such notice as aforesaid shall be given—

(1) within 12 months of the commencement of the term the Commissioner of Lands shall refund to the grantee 50 per centum of the stand premium paid in respect of the land,

(2) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the grantee 25 per centum of the said stand premium,

(3) in the event of notice being given after the expiration of the said building period no refund shall be made.

5 (a) The land and buildings shall only be used for residential purposes.

(b) Church/mosque purposes and residence for the priest.

(c) Nursery school purposes and residence for the head teacher.

(d) Shops and flats (excluding the sale of petrol).

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

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

8 The grantee shall not subdivide the land.

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

Provided that such consent shall not be required for the letting of individual shops, offices and flats.

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

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

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

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

14 The President or such person or authority as may be appointed for the purpose shall have right to enter upon the land and lay and have access to water mains, serving pipes and drains, telephone or telegraph wires and electric mains.

of all descriptions, whether overhead or underground, and the grantee shall not erect any building in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains

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

SCHEDULE "A"  
USER—HIGH COST HOUSING

Unsurveyed Plot No	Area (Approx)	Stand Premium	Annual Rent	Road Charges	Survey Fees
	Hectare(s)	Sh	Sh	Sh	Sh
1	0 15	3,000	600	On demand	1,060
2	0 16	3,200	640	"	1,060
3	0 20	4,000	800	"	1,060
4	0 22	4,400	880	"	1,060
5	0 13	2,600	520	"	1,060
6	0 15	3,000	600	"	1,060
7	0 15	3,000	600	"	1,060
8	0 15	3,000	600	"	1,060
9	0 18	3,600	720	"	1,060
10	0 14	2,800	560	"	1,060
11	0 14	2,800	560	"	1,060
12	0 14	2,800	560	"	1,060
13	0 15	3,000	600	"	1,060
14	0 13	2,600	520	"	1,060
15	0 15	3,000	600	"	1,060
16	0 13	2,600	520	"	1,060
17	0 14	2,800	560	"	1,060
18	0 14	2,800	560	"	1,060
19	0 14	2,800	560	"	1,060
20	0 14	2,800	560	"	1,060
21	0 14	2,800	560	"	1,060
22	0 14	2,800	560	"	1,060
23	0 14	2,800	560	"	1,060
24	0 14	2,800	560	"	1,060
25	0 14	2,800	560	"	1,060
26	0 14	2,800	560	"	1,060
27	0 14	2,800	560	"	1,060
28	0 14	2,800	560	"	1,060
29	0 14	2,800	560	"	1,060
30	0 14	2,800	560	"	1,060
31	0 14	2,800	560	"	1,060
32	0 14	2,800	560	"	1,060
33	0 14	2,800	560	"	1,060
34	0 14	2,800	560	"	1,060
35	0 14	2,800	560	"	1,060
36	0 14	2,800	560	"	1,060
37	0 14	2,800	560	"	1,060
38	0 14	2,800	560	"	1,060
39	0 14	2,800	560	"	1,060
40	0 14	2,800	560	"	1,060
41	0 14	2,800	560	"	1,060
42	0 14	2,800	560	"	1,060
43	0 14	2,800	560	"	1,060
44	0 14	2,800	560	"	1,060
45	0 14	2,800	560	"	1,060
46	0 14	2,800	560	"	1,060
81	0 15	3,000	600	"	1,060
82	0 15	3,000	600	"	1,060
83	0 15	3,000	600	"	1,060
84	0 16	3,200	640	"	1,060
85	0 14	2,800	560	"	1,060
86	0 14	2,800	560	"	1,060
87	0 13	3,200	640	"	1,060
88	0 14	2,800	560	"	1,060
89	0 16	3,200	640	"	1,060
90	0 15	3,000	600	"	1,060
91	0 12	2,400	480	"	1,060
92	0 14	2,800	560	"	1,060
93	0 14	2,800	560	"	1,060
94	0 15	3,000	600	"	1,060
95	0 16	3,200	640	"	1,060
96	0 16	3,200	640	"	1,060
97	0 16	3,200	640	"	1,060
98	0 15	3,000	600	"	1,060
99	0 16	3,000	640	"	1,060
100	0 15	3,000	600	"	1,060
101	0 15	3,000	600	"	1,060
102	0 16	3,200	640	"	1,060
103	0 16	3,200	640	"	1,060
104	0 17	3,400	680	"	1,060
105	0 17	3,400	680	"	1,060
106	0 16	3,200	640	"	1,060
107	0 15	3,000	600	"	1,060
108	0 15	3,000	600	"	1,060
109	0 16	3,200	640	"	1,060
110	0 18	3,600	720	"	1,060
111	0 18	3,600	720	"	1,060

SCHEDULE "A"  
USER—HIGHER COST HOUSING

Unsurveyed Plot No	Area (Approx)	Stand Premium	Annual Rent	Road Charges	Survey Fees
	Hectare(s)	Sh	Sh	Sh On demand	Sh
112	0 16	3,200	680	"	1,060
113	0 17	3,400	680	"	1,060
114	0 15	3,000	600	"	1,060
115	0 16	3,200	640	"	1,060
116	0 17	3,400	680	"	1,060
117	0 17	3,400	680	"	1,060
118	0 17	3,400	680	"	1,060
119	0 17	3,400	680	"	1,060
120	0 16	3,200	640	"	1,060
121	0 17	3,400	680	"	1,060
122	0 16	3,200	640	"	1,060
123	0 16	3,200	640	"	1,060
124	0 18	3,600	720	"	1,060
125	0 16	3,200	640	"	1,060
126	0 16	3,200	640	"	1,060
127	0 24	4,800	960	"	1,060
128	0 24	4,800	960	"	1,060
129	0 24	4,800	960	"	1,060
130	0 18	3,600	720	"	1,060
131	0 15	3,000	600	"	1,060
132	0 15	3,000	600	"	1,060
133	0 18	3,600	720	"	1,060
134	0 18	3,600	720	"	1,060
135	0 15	3,000	600	"	1,060
136	0 15	3,000	600	"	1,060
137	0 18	3,600	720	"	1,060
138	0 24	4,800	960	"	1,060
139	0 24	4,800	960	"	1,060
140	0 20	4,000	800	"	1,060
176	0 18	3,600	720	"	1,060

SCHEDULE B  
USER—MEDIUM COST HOUSING

Unsurveyed Plot No	Area (Approx)	Stand Premium	Annual Rent	Road Charges	Survey Fees
	Hectare(s)	Sh	Sh	Sh On demand	Sh
47	0 12	2,400	280	"	1,060
48	0 18	3,600	720	"	1,060
49	0 09	1,800	360	"	1,060
50	0 08	1,600	320	"	1,060
51	0 08	1,600	320	"	1,060
52	0 08	1,600	320	"	1,060
53	0 16	3,200	640	"	1,060
54	0 12	2,400	480	"	1,060
55	0 11	2,200	440	"	1,060
56	0 092	1,800	360	"	1,060
57	0 097	2,000	400	"	1,060
58	0 097	2,000	400	"	1,060
59	0 019	400	80	"	1,060
60	0 073	1,460	292	"	1,060
61	0 0728	1,460	292	"	1,060
62	0 075	1,500	300	"	1,060
63	0 075	1,500	300	"	1,060
64	0 075	1,500	300	"	1,060
65	0 065	1,300	260	"	1,060
66	0 065	1,300	260	"	1,060
67	0 069	1,400	280	"	1,060
68	0 073	1,460	292	"	1,060
69	0 085	1,700	340	"	1,060
70	0 089	1,800	360	"	1,060
71	0 075	1,500	300	"	1,060
72	0 095	1,900	380	"	1,060
77	0 077	1,540	308	"	1,060
141	0 11	2,200	440	"	1,060
142	0 13	2,600	520	"	1,060
143	0 13	2,600	520	"	1,060
144	0 13	2,600	520	"	1,060
145	0 13	2,600	520	"	1,060
146	0 13	2,600	520	"	1,060
147	0 13	2,600	520	"	1,060
148	0 13	2,600	520	"	1,060
149	0 13	2,600	520	"	1,060
150	0 13	2,600	520	"	1,060
151	0 154	3,080	616	"	1,060
152	0 174	3,480	696	"	1,060
153	0 19	3,800	760	"	1,060
154	0 192	3,840	768	"	1,060
155	0 198	3,960	792	"	1,060
156	0 065	1,300	260	"	1,060
157	0 081	1,600	320	"	1,060
158	0 37	7,400	180	"	1,060
159	0 076	1,520	304	"	1,060

## SCHEDULE "B"—(Contd)

## USER—MEDIUM COST HOUSING

Unsurveyed Plot No	Area (Approx)	Stand Premium	Annual Rent	Road Charge(s)	Survey Fees
	Hectare(s)	Sh	Sh	Sh	Sh
160	0 073	1,460	292	On demand	1,060
161	0 099	2,000	400	"	1,060
162	0 076	1,520	304	"	1,060
163	0 078	1,560	312	"	1,060
164	0 077	1,540	308	"	1,060
165	0 077	1,540	308	"	1,060
166	0 077	1,540	308	"	1,060
167	0 086	1,720	344	"	1,060
168	0 08	1,600	320	"	1,060
169	0 093	1,860	372	"	1,060
170	0 093	1,860	372	"	1,060
171	0 093	1,860	372	"	1,060
172	0 093	1,860	372	"	1,060
173	0 093	1,860	372	"	1,060
174	0 056	1,120	224	"	1,060
175	0 056	1,120	224	"	1,060
176	0 06	1,200	240	"	1,060
177	0 06	1,200	240	"	1,060
178	0 056	1,120	224	"	1,060

## SCHEDULE "C"

## USER—LOW COST HOUSING

Unsurveyed Plot No	Area (Approx)	Stand Premium	Annual Rent	Road Charges	Survey Fees
	Hectare(s)	Sh	Sh	Sh	Sh
180	0 06	1,200	240	On demand	1,060
181	0 045	900	180	"	1,060
182	0 061	1,200	240	"	1,060
183	0 069	1,400	280	"	1,060
184	0 069	1,400	280	"	1,060
185	0 04	800	160	"	1,060
186	0 065	1,300	260	"	1,060
187	0 085	1,700	340	"	1,060
188	0 07	1,400	280	"	1,060
189	0 049	1,000	200	"	1,060
190	0 04	800	160	"	1,060
191	0 048	960	192	"	1,060
192	0 04	800	160	"	1,060
193	0 04	800	160	"	1,060
194	0 048	960	192	"	1,060
195	0 048	960	192	"	1,060
196	0 04	800	160	"	1,060
197	0 04	800	160	"	1,060
198	0 048	960	192	"	1,060
199	0 048	960	192	"	1,060
200	0 04	800	160	"	1,060
201	0 048	960	192	"	1,060
202	0 04	800	160	"	1,060
203	0 04	800	160	"	1,060
204	0 048	960	192	"	1,060
205	0 048	960	192	"	1,060
206	0 04	800	160	"	1,060
207	0 04	800	160	"	1,060
208	0 048	960	192	"	1,060
209	0 048	960	192	"	1,060
210	0 04	800	160	"	1,060
212	0 048	960	192	"	1,060
217	0 049	1,000	200	"	1,060
218	0 04	800	160	"	1,060
219	0 069	1,400	280	"	1,060
220	0 063	1,260	252	"	1,060
221	0 063	1,260	252	"	1,060
222	0 069	1,400	280	"	1,060
223	0 069	1,400	280	"	1,060
224	0 063	1,260	252	"	1,060
226	0 069	1,400	280	"	1,060
227	0 069	1,400	280	"	1,060
228	0 063	1,260	252	"	1,060
229	0 063	1,260	252	"	1,060
230	0 069	1,400	280	"	1,060
231	0 069	1,400	280	"	1,060
239	0 060	1,200	240	"	1,060
240	0 050	1,000	200	"	1,060
241	0 061	1,200	240	"	1,060
242	0 080	1,600	320	"	1,060
243	0 072	1,440	288	"	1,060
244	0 058	1,160	232	"	1,060
245	0 032	640	128	"	1,060
246	0 048	960	192	"	1,060
247	0 048	960	192	"	1,060
248	0 048	960	192	"	1,060
249	0 050	1,000	200	"	1,060
250	0 050	1,000	200	"	1,060

## SCHEDULE "D"

## USER—NURSERY SCHOOL SITES

Unsurveyed Plot No	Area (Approx)	Stand Premium	Annual Rent	Road Charges	Survey Fees
	Hectare(s)	Sh	Sh	Sh	Sh
A	0 3	6,000	1,200	On demand	1,060
B	0 36	7,200	1,440	"	1,060

## SCHEDULE "D"

## USER—RELIGIOUS PURPOSES

Unsurveyed Plot No	Area (Approx)	Stand Premium	Annual Rent	Road Charges	Survey Fees
	Hectare(s)	Sh	Sh	Sh	Sh
414	0 20	Nil	72	On demand	1,060
412	0 30	Nil	72	"	1,060
44	0 20	Nil	72	"	1,060

## SCHEDULE "F"

## USER—SHOPS AND FLATS

Unsurveyed Plot No	Area (Approx)	Stand Premium	Annual Rent	Road Charges	Survey Fees
	Hectare(s)	Sh	Sh	Sh	Sh
151	0 160	4,800	960	On demand	1,060
152	0 170	5,100	1,020	"	1,060
153	0 170	5,100	1,020	"	1,060
154	0 170	5,100	1,020	"	1,060
155	0 170	5,100	1,020	"	1,060

GAZETTE NOTICE No 355

## THE TRUST LAND ACT

(Cap 288)

## SETTING APART OF LAND

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

## SCHEDULE

Place—Chakama in Chakama Location, Kilifi District

Purpose—Kalalu Ranching Company Limited

Area—118,350 hectares approximately

## Description of land

This land is situated approximately 43.5 km and lies to the north-east of Mackinnon Road Town. The boundaries are demarcated on the ground and are described as follows

Starting from a point A, which is an iron pin in concrete from which Pillar Duharu 197 SS (1260), and Mackinnon Road Town, are 17.00 km and 43.5 km distant, on bearing of 348° and 15° respectively, thence for 31.5 km on a bearing of 15° to point beacon B, an iron pin in concrete

Thence by the course of Galana (Sabaki) River for a distance of 40 km to beacon C, an iron pin in concrete

Thence for 25.5 km on a bearing of 162° 00' 00" to beacon D, an iron pin in concrete

Thence by the course of Goshi River for a distance of 11 km to beacon E, an iron pin in concrete. Thence for 42 km on a bearing of 270° 00' 00" back to the starting point A

All bearing given above are magnetic

A plan of the area may be inspected at the office of the District Commissioner, Kilifi and Commissioner of Lands, Nairobi

Dated the 24th January, 1983

J R NJENGA,  
Commissioner of Lands

## GAZETTE NOTICE No 356

## THE REGISTERED LAND ACT

(Cap 300, section 35)

## ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Nyamamba Nyamieri, of P O KISII in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 4.6 hectares or thereabout, situated in the District of KISII, known as parcel No East Kitutu/Bonyamondo I/371, registered under title No East Kitutu/Bonyamondo I/371, 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 15th January, 1983

E E NGOYA,  
Land Registrar,  
Kisii District

## GAZETTE NOTICE No 357

## THE REGISTERED LAND ACT

(Cap 300, section 35)

## ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Kamwiri Nyaga, of Ngandori Location, in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 1.72 hectares or thereabout, situated in the District of Embu, known as parcel No Ngandori/Kirigi/1984, registered under title No Ngandori/Kirigi/1984, 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 13th January, 1983

K MWANIKI,  
Land Registrar,  
Embu District

## GAZETTE NOTICE No 358

## THE REGISTERED LAND ACT

(Cap 300, section 35)

## ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Kihara Mutuithia, of P O Box 6096, Runyenjes, in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 2.43 hectares or thereabout, situated in the District of Embu, known as parcel No Kagaari/Weru/91, registered under title No Kagaari/Weru/91, 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 13th January, 1983

K MWANIKI,  
Land Registrar,  
Embu District

## GAZETTE NOTICE No 359

## THE REGISTERED LAND ACT

(Cap 300, section 35)

## ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Njiru Njunane, of Gaturi Location, in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 2.02 hectares or thereabout, situated in the District of Embu, known as parcel No Gaturi/Githimu/880, registered under title No Gaturi/Githimu/880, 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 13th January, 1983

K MWANIKI,  
Land Registrar,  
Embu District

## GAZETTE NOTICE No 360

## THE REGISTERED LAND ACT

(Cap 300, section 35)

## ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Susan Mugechi Muchoki, of Iyego Location in the Republic of Kenya is the registered proprietor in absolute ownership of all that piece of land containing 3.48 hectares or thereabout, registered under title No Loc 12/Sub loc 3/1111, in Murang'a District 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 17th January, 1983

R J MWAI,  
Land Registrar,  
Murang'a District

## GAZETTE NOTICE No 361

## THE REGISTERED LAND ACT

(Cap 300, section 35)

## ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Kabiri Kamiru of Ndumberi Location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land comprising 2.7 acres or thereabout, situated in the District of Kiambu and registered under title No Ndumberi/Ndumberi/655, 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 4th January, 1983

E W GACHOMBA (MRS),  
Land Registrar,  
Kiambu District

## GAZETTE NOTICE No 362

**THE REGISTERED LAND ACT**  
(Cap 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Joseph Njuguna Iraya (ID/3073300/66) and Gichango Wairobi both of Kamburu Sub location, Gatamaiyu Location in the Republic of Kenya, are registered as proprietors in absolute ownership interests of all that piece of land comprising 1 74 hectares or thereabout, situated in the District of Kiambu and registered under title No Gatamaiyu/Kamburu/788 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 23rd December, 1982

E W GACHOMBA (MRS ),  
*Land Registrar*  
*Kiambu District*

## GAZETTE NOTICE No 363

**THE REGISTERED LAND ACT**  
(Cap 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Simon Wanyoike (ID/5186019/68), of P O Box 394, Kikuyu in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land comprising 1 0 acre or thereabouts, situated in the District of Kiambu and registered under title No Kiambaa/Waguthu/32 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 31st December, 1982

E W GACHOMBA (MRS ),  
*Land Registrar*  
*Kiambu District*

## GAZETTE NOTICE No 364

**THE REGISTERED LAND ACT**  
(Cap 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Simon Wanyoike (ID/5186019/68), of P O Box 394, Kikuyu in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land comprising 0 20 acre or thereabouts, situated in the District of Kiambu and registered under title No Kiambaa/Kairuri/T 218, 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 31st December, 1982

E W GACHOMBA (MRS ),  
*Land Registrar*  
*Kiambu District*

## GAZETTE NOTICE No 365

**THE REGISTERED LAND ACT**  
(Cap 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS James Matheri Kamau of Kihara Sub-location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land comprising 1 87 hectares, or thereabout, situated in the District of Kiambu and registered under title No Kiambaa/Kihara/1067, 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 4th January, 1983

E W GACHOMBA (MRS ),  
*Land Registrar*  
*Kiambu District*

## GAZETTE NOTICE No 366

**THE REGISTERED LAND ACT**  
(Cap 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Gideon Munyua (ID/2570564/65), of P O Box 79, Gatundu in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land comprising 3 28 hectares or thereabout, situated in the District of Kiambu and registered under title No Ndarugu/Gathaite/378 "A", 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 28th December, 1982

K K GITHII,  
*Land Registrar*  
*Kiambu District*

## GAZETTE NOTICE No 367

**THE REGISTERED LAND ACT**  
(Cap 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Gathoga Nduangu of Githunguri Location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land comprising of 0 098 of a hectare or thereabouts, situated in the District of Kiambu and registered under title No Githunguri/Githiga/T 44, 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 23rd December, 1982

C K KEMEI,  
*Land Registrar*  
*Kiambu District*

## GAZETTE NOTICE No 368

**THE REGISTERED LAND ACT**  
(Cap 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Ndungu Ndahuhu of Githiga Sub-location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land comprising 4 4 acres or thereabout, situated in the District of Kiambu and registered under title No Githunguri/Githiga/455, 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 20th December, 1982

C K KEMEI,  
*Land Registrar*  
*Kiambu District*

## GAZETTE NOTICE No 369

**THE REGISTERED LAND ACT**  
(Cap 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Michael Njuguna Kamau of Kiaria Sub-location, Githunguri Location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land comprising of 3 09 acres or thereabout, situated in the District of Kiambu and registered under title No Githunguri/Kiaria/1112, 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 23rd December, 1982

C K KEMEI,  
*Land Registrar*  
*Kiambu District*

GAZETTE NOTICE No 370

## THE INDUSTRIAL COURT

CAUSE No 1 OF 1982

*Parties*

Kenya Bakers and Confectioners Workers' Union  
and  
Wringley Co (E A) Ltd

*Issues in dispute*

Wrongful dismissal of  
Gilbert Otieno  
Gideon Maina  
Hosea Khamasi

THE Kenya Bakers and Confectioners Workers' Union shall hereinafter be referred to as the Claimants and the Wringley Co (E A) Ltd shall hereinafter be referred to as the Respondents

2 The parties were heard in Nairobi on 24th, 25th, 26th and 31st March, 1st, 2nd and 14th April, 25th and 26th May, 5th and 6th August and 2nd and 10th November, 1982, and in addition to relying on their written and verbal submissions called the following witnesses to give evidence on oath

*Claimants*

G Ndolo,  
G Maina,  
G Mugambi,  
W Tera,  
M Malenya,  
H Khamasi,  
G Otieno

*Respondents*

W E Raloo,  
D N Kamau

## AWARD

3 The Notification of Dispute Form "A" dated 9th October, 1981, duly signed by the parties was received by the court on 14th January, 1982, together with the statutory certificates signed by the Minister for Labour and the Labour Commissioner

The three persons involved in this dispute had served the Respondents for fairly long periods prior to their summary dismissal on 14th May, 1981, as follows

G Otieno—From 21st November, 1972. An assistant machine operator earning K Sh 874 p m at the time of dismissal

G Maina—From 3rd September, 1971. Machine operator charge hand earning K Sh 1,190 p m at the time of dismissal

H Khamasi—From 13th October, 1972. Machine operator earning K Sh 973 p m at the time of dismissal

The Claimants had taken up the matter of their dismissal with the Ministry of Labour and the dispute was investigated by an investigator appointed by the ministry. The findings and the recommendation of the ministry were released to the parties on 9th October, 1981. The ministry found the dismissals wrongful and recommended that the three employees be paid four months' salary each as compensation for the wrongful dismissal plus all their terminal dues

The Claimants rejected the ministry's recommendation and the dispute is now before the court

The court must at the outset state that this dispute has been very bitterly contested by both the parties as is evident from the lengthy submissions made by them and the number of witnesses called by both parties with lengthy cross examination of each witness

The Respondents previously had recognized the Kenya Union of Commercial Food and Allied Workers but on the registration of the Claimants as a trade union they approached the Claimants for recognizing them instead of the Commercial Union. This sparked off a trade dispute between the Claimants and the Respondents and ended up in the Industrial Court as Cause No 3/81. While the recognition dispute was in progress at the Industrial Court certain developments took place at the Respondents' factory which resulted in the events that led to the summary dismissal of these three employees. The first important step in these events was a notice dated 29th April, 1981, signed by the factory manager, Mr W E Raloo. This notice announced new shift arrangements of eight hours each, i.e. production shifts and one engineering shift. It also stated that the working hours shall therefore be as follows

*Production shift A* —7 30 a m to 12 noon 12 30 p m to 4 p m

*Production shift B* —4 p m to 12 midnight

*Engineering shift C* —11 p m to 7 a m

The workers continued with the new shifts until Saturday, 9th May, 1981, when shift "A" signed off at 11 30 instead of 4 p m feeling that they had covered the agreed 44 hours for that week. Shift "B" then attempted to take over which resulted in an unruly commotion and seriously upset the working arrangements at the factory

The court notes that the new working arrangements had reduced the lunch break from one hour to 30 minutes and although there was some sort of accommodation for this loss of half an hour at the end of the midnight shift that fact was not very much appreciated by the workers. Previously the workers were earning considerable amount of overtime after having worked 44 hours and in the new arrangement it was specified that the working hours would be as stated above with no mention of overtime. The Respondents explained that it was understood that any hours beyond 44 hours would entitle the workers to claim overtime and that there was no intention of depriving them of it or of increasing the official working hours

At this particular time because of the recognition dispute there had been a complete breakdown of communication between the workers and the management because most of the employees if not all had joined the Claimants and had resigned from the Commercial Union. So it is alleged that whenever the workers' representatives approached the management on any problem they were told that they had no status as the Respondents had not at that time accorded recognition to the Claimants the dispute being with the Industrial Court

The Respondents explained that in order to meet with the increased demand of their products and for the maximum utilization of their machines and with a view to reducing the breakdown of the machines they had been considering the new shift arrangements from the beginning of that year and had held discussions with senior employees through their supervisors in order to ascertain their feelings about the new arrangement. They strongly denied that the new arrangement had been brought about with the purpose of frustrating and punishing workers for having joined the Commercial Union. They maintained that the workers had been fully consulted over this matter but no written evidence of any meetings which the management had with the workers was produced during the hearing

On Saturday, 9th May, it is alleged that when shift "A" had left work before time at 11 30 a m and the subsequent commotion and breakdown in work the factory manager had sought to know from the employees why they were not obeying the new work times. The three employees are alleged to have had a showdown with him. Mr Otieno is alleged to have shouted him down in an insulting manner and exhorted other employees on his shift to go home. Mr Khamasi was rude to the factory manager and he also shouted down the factory manager telling him in an insulting manner that if he had arranged the new shift system to sack people then he could go ahead. He further went on saying that he had seen several factory managers who had come and gone and Mr Raloo would also be sacked and leave Mr Khamasi there. Mr Maina was not a member of the wrapping department which was involved in the second shift operation but he is alleged to have uttered words in the factory which were highly instigating in that he is alleged to have shouted that people like himself with family and children should not be told that they lack discipline. He is also alleged to have complained to his supervisor on 11th May that the factory manager had been drunk on Saturday and he should never talk to people while drunk. One other allegation against him is that he had chaired a meeting in the company premises where the new working time schedule was discussed and the workers decided to oppose it

The court would now like to deal with the events of Monday, 11th May, when these three persons were summoned before the management to explain their behaviour of Saturday

It is understandable that the management should institute inquiries into events that took place on 9th May which led to a complete breakdown of the factory operations. The factory manager, Mr Raloo, summoned each one of them to be interviewed by him in presence of a few members of the management. As to what transpired at these meetings when the three were interviewed is rather difficult to establish because both sides have given completely different versions. Mr Raloo insisted that he wanted an explanation from them as to their behaviour on Saturday and asked from each one of them a letter of apology. He added that he also told them that they had permission to go home and write a letter of apology

and bring it Mr Maina, however, stated that he was asked by Mr Raloo how the work was going on and that then he was asked to which trade union he belonged to which he replied that he had joined the Claimants even though they had not yet been recognized Mr Raloo then offered him promotion provide he being a charge hand used his influence to persuade all the Kikuyu workers to return to the Commercial Union He was then asked to bring in a letter of resignation from the Claimants to which Mr Maina replied that he would think about it and left the office

Messrs Khamasi and Otieno wanted to be interviewed together but after some argument Mr Otieno left the office after banging the door Mr Khamasi stated that the factory manager asked him to persuade all the Luhya workers to leave the Claimants and if he did so he would be doing Mr Raloo a great favour He was further warned that if he did not do so he would be sacked after he was told to go back to his place of work Mr Otieno stated that he was asked how the new shift was working but he replied that as he was no longer a shopsteward and although he had come complaining about the new shift he had not been allowed to do so and although he had tried to see the managing director that had already produced no satisfactory result he advised the factory manager that if he wanted to know the workers' feelings then he should call all of them to a meeting Mr Raloo then asked him that unless he resigned from the Claimants and reverted back to the Commercial Union it would not be possible for him to work He was then asked to write a letter of resignation from the Claimants but he refused to come back to his machine

With these completely different versions of what took place at this meeting the court has to look at the surrounding evidence to establish the truth What followed later on that day is a pointer to what might have happened because when Messrs Khamasi and Otieno were working on the machine instead of going home they were asked by the supervisor to stop work which they refused to do Later the Respondents' watchman, Mr Mugambi was asked to intervene and tell these two persons to go home as instructed by the factory manager They again refused and in fact threatened after drawing an imaginary line that if anybody dared to cross it and come near the machine they would do so at their own risk! This compelled the management to call the police who asked for a car to be sent! And a member of the management was sent to get the inspector When he came these two persons told him that they wanted a letter from the factory manager telling them that they should go home as otherwise they could be tricked and accused of having left the work without permission Eventually at the request of the police inspector these two persons left the work It is highly unlikely that a factory manager who is persuading his employees to resign a trade union and join another one would involve police in such a matter The inspector's evidence who was called by the Claimants as a witness is rather important He stated that he asked them what the matter was and they replied that they were being dismissed without a dismissal letter They feared that if they went without it they won't get the letter of dismissal and that they were only waiting for the letter The personnel officer said they were not being dismissed but he would deal with the matter the next day and as such he did not want them to continue working because of the further damage they would cause The police inspector then asked the two persons to go home and come back the next day with their representative if they were being dismissed The inspector also concluded that there was no threat of physical violence to anyone and therefore he did not arrest or take police action against anyone He added that the factory manager did not say that a verbal suspension from him was given but he said that the workers should go back the next day with the union representative One of the persons told the inspector that he would be called as a witness Interestingly there is no mention by either of these two persons to the police inspector as to why they were being "dismissed"

On balance of probability the court has come to the conclusion that these three persons were not asked to persuade their fellow tribesmen from leaving the Claimants and joining the Commercial Union because the recognition dispute by time had gone too far and that the three persons have only taken advantage of that dispute to cook up this story The court finds that the factory manager's evidence as to what transpired when he called in the three of them individually to be true

The court, however, finds that the workers' behaviour on Saturday, 9th May, was to a large extent provoked by the management in that the notice announcing the new shift work clearly gave the impression that the working hours at the factory were being extended without payment of overtime The court also feels that because of the breakdown of the communication between the Respondents and the workers' trade

union because of the recognition dispute proper consultation with the workers' representatives were not carried out nor were they appraised of what was intended to be achieved by the new shift system and whether or not the workers would continue to get overtime for any work beyond that specified in the collective agreement

In these circumstances the court finds both the parties to be at fault and considering the length of service of these three employees the court has come to the conclusion that the Respondents should have been more tolerant under the circumstances towards them rather than to summarily dismiss them The court has decided to give these workers the benefit of doubt in this dispute and the court finds that they have suffered a wrongful dismissal

The court would now like to deal with what remedy to award them For this purpose the court must point out that the evidence of the Claimants own witness, Mrs M Malenya, is rather important She stated in her evidence that on 14th May, 1981, Messrs Otieno, Maina and Khamasi came to the reception sometime in the morning and she gave each one of them the letters which she had for them which they opened and read and asked to see the assistant managing director She conveyed this message to his secretary and whilst she was holding on the factory manager came down and the three started talking to him She heard the factory manager telling them that they would not be able to see anybody because everything was written in the letters they were given The factory manager's attitude was official and he did not shout at them One of the three, and she thinks it was Mr Otieno, told the factory manager that he was not fit to be a factory manager saying that he was only a form II and had previously been a mere quality controller or a clerk at General Motors On hearing this the factory manager went in and the three went out as they had nobody to talk to The court would like to underscore that this witness was called by the Claimants themselves

The court cannot overlook the fact that when the factory manager called Mr Khamasi on Monday to find out why he had behaved in the manner he did on Saturday and when asked by the factory manager in what language he wanted to talk retorted 'Talk to me in Luhya' He further said that the factory manager did not sew other people's lips Similarly when Mr Otieno was interviewed he told the factory manager that he wanted to get rid of Mr Otieno As far as Mr Maina is concerned when the factory manager asked him why he had called him a drunkard in the presence of the other workers who had applauded Mr Maina replied that he was not referring to him because he does not drink with him and so does not know if he drinks or not

Mr Raloo, the factory manager, is still very much in employment and at least two employees, Messrs Khamasi and Otieno and to a lesser degree Mr Maina, by their behaviour throughout the whole incident have strained their relationship to a point where it would be extremely difficult to mend it To top it all these three employees took an unprecedented step, no doubt on the advice of their trade union the Claimants, to address a letter to William Wringley Jr in Chicago, U S A, in which after giving their version of the mistreatment they had received wrote in the penultimate paragraph as follows

"We wish to let you know that we are all loyal employees to the company proved by the fact that we have a clean and clear from warnings record of over nine years each We do not deserve the kind of treatment we are getting from the management especially from the managing director who has placed his close relatives in authoritative positions in the company and who are misusing these positions to victimize the juniors It appears that the management has been a single family affair in that the three of the senior supervisors are first cousins of the managing director while the factory manager is also a relative of his and the quality controller"

The above allegations against the managing director are most serious and from the breakdown of the Respondents workforce at all levels it is apparent that this is an uncalled for attack on the African head of a multinational organization in Kenya which could easily have had very damaging repercussions This to say the least, was a very reckless and irresponsible step taken by these three persons when they fully knew their grievances were being processed in accordance with the laid down industrial relations machinery in the country This has indeed, by the making of these three employees themselves, led to a situation where they have forfeited the right of reinstatement To put back employees who have behaved in such a manner would be grossly unfair to an employer and would not be in the best interest of the enterprise

The Claimants have vigorously pressed for their reinstatement but they obviously have overlooked the aforesaid very damaging points against their three members. The Claimants ought to have advised them better. The remedy of reinstatement which only the Industrial Court can grant under special provisions of the Trade Disputes Act is granted by the court with the greatest caution because it is not an easy thing to put two parties together when they have completely severed their working relationship and hate each other. The behaviour of these three employees cannot be tolerated or condoned either by the factory manager or the managing director. Considering all these circumstances and stressing the fact that the court has found that the three employees were wrongfully dismissed by giving them the benefit of the barest doubt in their favour, the court feels that reinstatement in this dispute is out. The court has come to the decision that the Respondents should pay compensation to them and the court awards as follows:

*G Otieno and H Khamisi*—The court awards that they should be paid full salary for May, 1981, and they should be given five months' salary by way of compensation in addition to their other lawful dues excluding pay in lieu of notice.

*G Maina*—The court awards that he should be paid full salary for May, 1981, and he should be given eight months' salary by way of compensation in addition to his other lawful dues excluding pay in lieu of notice.

Given in Nairobi on the 20th January, 1983

SAEED R. COKAR,  
Judge

G. M. OMOLO,  
A. K. ARAP KERICH,  
Members

#### GAZETTE NOTICE No 371

#### THE INDUSTRIAL COURT

CAUSE No 11 OF 1982

##### Parties

Kenya Union of Commercial Food and Allied Workers  
and  
National Irrigation Board

##### Issue in dispute

Recognition

THE Kenya Union of Commercial Food and Allied Workers shall hereinafter be referred to as the Claimants and National Irrigation Board shall hereinafter be referred to as the Respondents.

2 The parties were heard in Nairobi on 18th May, 7th June and 8th October, 1982, and relied on their written and verbal submissions.

##### AWARD

3 The Notification of Dispute Form "A" dated 11th August, 1981, duly signed by the parties was received by the court on 19th March, 1982, together with the statutory certificate signed by the Labour Commissioner.

This dispute dates back about 11 years since when the Claimants have been asking the Respondents to recognize them but the latter had all along rejected their approaches.

Sometimes in 1968 the Respondents recognized the Kenya Plantation and Agricultural Workers' Union (Plantation Union). The Claimants reported the current trade dispute to the minister on 26th August, 1980. The dispute was investigated by the ministry and its findings were that the scheme where the Claimants wanted to represent the workers as well as the Respondents' headquarters are fully represented by the Plantation Union. It was the ministry's considered opinion that the Claimants should continue to represent the employees at Mwea Rice Mills and leave the other areas to the Plantation Union. The ministry recommended that the *status quo* should remain.

During the hearing the Claimants stressed the question of simple majority and whether or not they were the appropriate union to represent the Respondents' employees. They gave a break down of the Respondents' various schemes and the headquarters in order to show that 447 workers were their members and the Plantation Union had 345 as their members with 291 not belonging to any union.

The Claimants maintained that their constitution permitted them to represent statutory boards and corporations such as Coffee Board of Kenya, Milling Corporation, A.D.C., A.F.C. and National Cereals and Produce Board. In view of this

they saw no reason why the Respondents who were also a statutory board should not recognize them.

The Respondents maintained that they are engaged primarily in agricultural activities in the various irrigated settlement schemes. They held the irrigated land in trust for the Kenya Government unlike other statutory boards or corporations and they must ensure that the tenant farmers are provided with material and labour for cultivation, planting, weeding and harvesting. They must also assist tenant farmers in processing and marketing their agricultural products. They emphasized that their activities *inter alia* included:

- "(a) Cultivation of land using their machinery and personnel in preparation for planting
- (b) Supply of seeds to the tenant farmers
- (c) Supply and control of irrigation water for crops
- (d) Advancing to the tenant farmers money required for planting, weeding, harvesting and transportation of crops and for paying the casual labour they may require
- (e) Supply of fertilizer and spraying of pests to ensure proper husbandry
- (f) Ensuring that the crops are marketed through the authorized organizations, etc."

The court notes that the Respondents have established seven irrigation schemes supported by two main research stations. Out of the 1,145 people employed by them 1,039 are unionizable out of which 70 are at the head office and the remaining work at Mwea, Tana, Mbura, Bura, Perkerra, Ahero, Bunyala and West Kano.

The court has carefully considered the Claimants' submissions in which they had relied on Cause No 8/76 but from the evidence produced during the hearing both documentary and oral the court is satisfied that the tenant farmers are not in the same status as the farmers in co-operative societies. One main difference between the Respondents and other statutory boards is that the Respondents provided the tenant farmers with direct comprehensive and systematic services than those offered by other boards to the farmers who produce coffee, tea, pyrethrum, sugar cane, etc.

The Respondents' employees are also subject to transfer from one scheme/station to the other—this includes the head office staff. The court does not agree with the Claimants that since the Respondents' employees are clerical, scientific, technical and supporting staff they do not form a nucleus of agricultural labour. It is quite obvious that the Respondents are engaged directly in agricultural activity and are within the constitution of the Plantation Union. After careful consideration of all the submissions particularly the Claimants' final submission, as their opening submission was indeed very poor, the court has come to the conclusion that it must uphold the recommendation made by the Ministry of Labour i.e. as far as the Respondents, the Claimants and the Plantation Union are concerned the *status quo* should be maintained. The Claimants' demand is accordingly rejected.

Given in Nairobi on the 19th January, 1983

SAEED R. COKAR,  
Judge

A. K. ARAP KERICH,  
S. M. MAITHYA,  
Members

#### GAZETTE NOTICE No 372

#### THE INDUSTRIAL COURT

CAUSE No 76 OF 1982

##### Parties

Kenya Union of Commercial Food and Allied Workers  
and  
Unga Limited

##### Issue in dispute

Refusal to reinstate Peter Khisa as agreed before in the local committee.

THE Kenya Union of Commercial Food and Allied Workers shall hereinafter be referred to as the Claimants and Unga Ltd shall hereinafter be referred to as the Respondents.

2 The parties were heard in Nairobi on 22nd November and 2nd and 9th December, 1982, and in addition to relying on

their written and verbal submissions called the following witnesses to give evidence on oath

*Claimants*

P Khisa,  
A Mwaka,  
G K Kimani

*Respondents*—B K Njeru

**AWARD**

3 The Notification of Dispute Form "A" dated 27th January, 1982, duly signed by the parties was received by the court on 22nd July together with the statutory certificates signed by the Minister for Labour and the Labour Commissioner

This dispute concerns Mr Khisa who had served the Respondents from November, 1969, until 9th February, 1981, the reason for his dismissal being that he refused to accept a transfer to the milling section from the job of a turnboy which he used to do. On 15th January, 1981, he was issued with a letter of suspension without pay for failing to comply with an order given by the branch manager i.e. that of transfer to the milling section. He was summarily dismissed on 9th February, 1981, and was offered terminal benefits as follows

"Pay for days worked up to and including 9th February, 1981

Pay for accrued leave

*Pro rata* leave allowance

*Pro rata* house allowance for days worked

Overtime worked before dismissal"

The Claimants took up the matter on his behalf and after having made a couple of blunders regarding the name of this employee in their communication to the Respondents in the initial stage a meeting took place on 13th March, 1981. The court must say that there was a lot of confusion on the number of meetings and status of these meetings at which the dismissal of Mr Khisa was discussed. The court after having heard the evidence and seen the documentary evidence is satisfied that both the Claimants and the Respondents are not strictly following the procedures as laid down in their recognition agreement for the various meetings, opting more towards an informal approach in order to deal with matters expeditiously.

The Claimants had reported a trade dispute to the Minister for Labour as a result of which an investigation was carried out by the ministry on the issue in dispute as stated above, whose findings and recommendation conveyed to the parties on 4th January, 1981, were that Mr Khisa had not denied that he had refused to accept the transfer and the management's order for his transfer was reasonable and lawful and Mr Khisa had therefore been insubordinate and his termination was justified.

After having heard the parties' submissions and the witnesses' evidence the court is left with a great doubt as to what actually took place between the parties' representatives at the meetings that took place between them prior to the reporting of the dispute to the Minister for Labour. Mr Ongero who is the Claimants' Assistant Secretary-General insisted that at a meeting of 13th March with the personnel officer it was agreed that Mr Khisa would be reinstated to his job with effect from the following Monday. The personnel manager denied this on oath but the Claimants witnesses Mr Khisa and Mr Mwaka clearly stated that this was agreed at the meeting and in fact Mr Khisa was called in and told that he should go back on duty but the question of wages for the time he had been out of employment would be looked into later. Mr Khisa stated in evidence that the personnel officer, Mr Njeru, told him that the matter is finalized and "you report on duty as usual" after which he reported for work on Monday and after checking in started his work which he did up to 10.30 a.m. At that point the personnel manager called him and told him that "you can't work because your matter has not been finalized". He then reported the matter to the shopsteward after which he reported back to the union.

One other point that has caused confusion in this dispute is the question of whether or not Mr Khisa had made an appeal to the management on his dismissal. There again both parties have given contradictory evidence which leaves the court in a great doubt as to what actually happened on this point also.

The court, however, cannot overlook the fact that Mr Khisa had served the Respondents for nearly 13 years and the only warning against him was when once products were taken out from the mill for sale to the staff 20 bales in excess from the authorized load were taken out. On this incident also keeping in view all the checks and counterchecks before any

load can leave the mill the court has doubt as to Mr Khisa's responsibility in that affair.

The court does not understand why the Respondents' branch manager did not serve Mr Khisa with a proper letter of transfer as he had served for over 10 years as a turnboy and in the milling section he would have had to work very close to the machines which would be a certain risk for a worker not properly trained to work in that section. The court was told that there are jobs in that section which a person like Mr Khisa can quite easily do without any danger.

After very carefully considering the whole matter the court has come to the conclusion that the Respondents' action in dismissing Mr Khisa was not reasonable and the court is inclined to believe that the management at some stage did agree to take him back and probably had second thoughts later on. In these circumstances the court finds that Mr Khisa has suffered a wrongful dismissal and that the Respondents having agreed to take him back had later acted in breach of this undertaking and the court accordingly awards that Mr Khisa should be reinstated in employment with the Respondents with effect from the first of the month following the court award. He, however, will be required to work in the section where he was transferred and where he refused to go. Considering all the circumstances of this dispute the court feels that Mr Khisa should not get any salary for the time he was out of employment but the court rules that his services should be deemed to have continued without a break.

Given in Nairobi on the 24th January, 1983

SAEED R COCKAR,  
*Judge*

A K ARAP KERICH,  
S M MAITHYA,  
*Members*

GAZETTE NOTICE No 373

**THE INDUSTRIAL COURT**

CAUSE No 84 OF 1982

*Parties*

Tailors and Textiles Workers' Union  
and  
Singer Sewing Machine Co

*Issues in dispute*

Wages increase,  
Basic salary,  
Housing allowance

THE Tailors and Textiles Workers' Union shall hereinafter be referred to as the Claimants and Singer Sewing Machine Co shall hereinafter be referred to as the Respondents.

2 The parties were heard in Nairobi on 1st and 2nd December, 1982, and relied on their written and verbal submissions.

**AWARD**

3 The Notification of Dispute Form "A" dated 4th May, 1982, duly signed by the parties was received by the court on 17th August together with the statutory certificate signed by the Labour Commissioner.

The dispute before the court has arisen as a result of the parties' attempts to revise their latest collective agreement which was in force with effect from 1st May 1979, for a period of two years expiring on 30th April, 1981.

The parties could not agree on the question of deconsolidation of house allowance with the result that although they started discussing the Claimants' proposals on 21st April, 1981, the matter dragged on until July, 1981, when the parties were still deadlocked on this issue. The conciliation proceedings on three outstanding issues were of no help either.

The Claimants are demanding an increase in the basic minimum rates for all categories of workers ranging from 12 per cent to 15 per cent giving an average of 14 per cent in addition to this they are demanding a wage increase as follows

<i>Salary</i>	<i>Per Cent</i>
<i>First year</i>	
(a) Those earning up to Sh 1,500	35
(b) Those earning over Sh 1,500	30
<i>Second year</i>	
(a) Those earning up to Sh 900	35
(b) Those earning Sh 901 to Sh 1,500	30
(c) Those earning over Sh 1,500	30

Those earning over and above their respective job grades will be granted wage increases which will not be less than the percentage increases given to their respective groups each year."

On the issue of house allowance the Claimants' demand is 35 per cent of an employee's salary as awarded by the court. This is in addition to their demands on basic wages and wage increases.

The Respondents have made a very strong plea in view of the harsh economic realities which they were facing and which were severely aggravated by the looting of 1st August, 1982, when they suffered a loss amounting to K Sh 6,500,000 through looting alone to make a nil award.

The Respondents also pointed out to the serious worldwide recession and to increasing problem of balance of payment in developing countries which had adversely affected their business as they depended on imported products for their business operations. The Respondents were also making efforts to buy locally manufactured wholesale goods and retail the same within Kenya but were meeting with stiff competition.

The Respondents pleaded with the court to make a nil award on all the items in order to give them time to recover the losses they had suffered. On the issue of house allowance they asked the court to make the following award:

"All employees covered under this agreement shall be entitled to a housing allowance equivalent to 15 per cent of their basic minimum wages as provided for under the basic minimum wage clause of this agreement."

In this dispute there are 130 unionizable employees out of 174 permanent employees. In addition, there are 100 sales people who are employed on commission.

The court notes that their workers are entitled to a maximum compensation on an average of 18.6 per cent for the two year period. This is confirmed by the Division of Manpower Planning and Development report. The court would like to stress that the Minister for Finance has amended wage guidelines effective from 1st August, 1982. Guideline 4 (a) and (b) (i) (ii) reads:

"(iv) (a) Overall wage increases for all income groups covered in a particular contract shall average no more than three quarters of the rise in the cost of living. However, full compensation for cost of living increases should be allowed for the lower paid groups. The percentage of compensation shall decrease progressively as applied to the higher paid employees groups.

(b) (i) Separate compensation for rent increases in addition to (iv) (a) above should be allowed provided that this will not exceed one half of the permissible percentage compensation due for a particular group as provided for under Guideline (iv) (a) above.

(ii) Where deconsolidation of consolidated wage is deemed necessary the housing element shall be deemed to be no more than 15 per cent of the prevailing minimum wage for the particular groups covered. The total compensation for price increases will be spread in equal instalments so that latter year(s) of the contract period are not left without any increase."

The court finds itself in an extremely difficult position in this dispute because if the negotiations had been concluded as was expected within three months of the expiry of the previous collective agreement then the Respondents would have been committed to pay the workers their entitlement under the guidelines which were in force at that time. Then irrespective of the 1st August looting they would have been bound to honour the agreement made with the workers. Now the Respondents are indeed in a very difficult position financially but on the other hand the workers in Kenya are also making a big sacrifice in that they have to struggle without even getting full compensation for the ever increasing cost of living. Even the revised guidelines do not allow them full compensation.

After carefully considering all aspects of this dispute the court has come to the conclusion that it would not be proper and just to make a nil award in this dispute. The court feels that the Respondents may be facing financial hardship but this is not bound to last very long and will not lead to the closing down of the enterprise. The court has decided that the workers should get their full entitlement under the guidelines.

The court awards that the basic wages should continue to remain the same for the period 1st May, 1981, to 30th April, 1983.

The court awards that the existing wages should be deconsolidated and as provided for in the guidelines 15 per cent of the same should be considered to be house allowance.

The court further awards that the workers should get a 9 per cent wage increase on the deconsolidated wages as they were on 1st May, 1981, and another 9 per cent increase on the basic wages as at 1st May, 1982.

On the issue of house allowance the court awards that on top of the deconsolidated house allowance i.e. 15 per cent of the consolidated wage as at 30th April, 1981, the workers should get an increase of 9 per cent with effect from 1st May, 1981.

Given in Nairobi on the 21st January, 1983

SAEED R. COKAR,  
Judge

A. K. ARAP KERICH,  
S. M. MAITHYA,  
Members

#### GAZETTE NOTICE NO 374

#### THE TRADE MARKS ACT

(Cap 506)

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

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

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

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

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

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

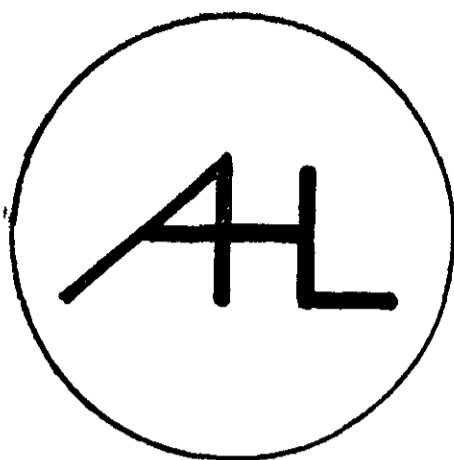
Applications for registration in Part A of the Register are shown with the official number unaccompanied by any letter. Application for Part B are distinguished by the letter B prefixed to the official number.

#### IN CLASS 31—SCHEDULE III



30351—Fresh almonds, unshelled almonds and dehulled almonds, hazelnuts, pistachios and all other edible nuts with the exception of walnuts, and unshelled sunflower seeds. CALIFORNIA ALMOND GROWERS EXCHANGE, a California corporation organized and existing under the laws of United States of America, manufacturers and merchants of 18th and C Streets City of Sacramento, State of California, United States of America and c/o Messrs Hamilton, Harrison & Mathews, advocates, P O Box 30333, Nairobi 3rd September, 1982.

## IN CLASS 16—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the letters "A" and "L"

30406—Letterheads and stationery AVALINA HOLDINGS LIMITED, a limited liability company registered under the laws of Kenya, export, import, commission agents, land and estate agents, property owners of P O Box 50427, Nairobi and c/o Messrs Khamati, Minishi & Company, advocates, P O 50427, Nairobi 6th October, 1982

The two applications appearing hereunder are proceeding in the name of SWAN INDUSTRIES LIMITED, a limited liability company organized and existing under the laws of Kenya, manufacturers and merchants of Obote Road, P O Box 708, Kisumu and c/o Messrs Hamilton, Harrison & Mathews, advocates, P O Box 30333, Nairobi

## IN CLASS 30—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the words "Gum", "Base", "Sugar", "Glucose" and "Flavour" each separately and apart from the mark as a whole

30401—Coffee, tea, cocoa, sugar, rice, tapioca, sago, coffee substitutes, flour and preparations made from cereals, bread, biscuits, cakes, pastry and confectionery, ices, honey, treacle, yeast, baking-powder, salt, mustard, pepper, vinegar, sauces, spices, ice To be associated with TMA No 30402 5th October, 1982

## IN CLASS 32—SCHEDULE III

Registration of this trade mark shall give no right to the exclusive use of the words "Gum", "Base", "Sugar", "Glucose" and "Flavour" each separately and apart from the mark as a whole

30402—Beer, ale and porter, mineral and aerated waters and other non-alcoholic drinks, syrups and other preparations for making beverages To be associated with TMA No 30401 5th October, 1982

## IN CLASS 3—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the word "Egyptian" separately and apart from the mark as a whole

30268—Hair preparations and lotions, soaps, shampoos and conditioners for the hair THE NESTLE-LEMUR COMPANY, a corporation organized and existing under the laws of the State of Ohio, United States of America, manufacturers of 66 East 34th Street, New York 10016, State of New York, United States of America and c/o Messrs Kaplan & Stratton, advocates, P O Box 40111, Nairobi 11th August, 1982

## IN CLASS 25—SCHEDULE III

## LONDON LOOK

B30495—Clothings To be associated with TMA No 29491 TRAND WEAR, a Kenyan firm registered under the existing laws of Kenya, retailers and wholesalers of Mundi Mbingu Street, P O Box 49701, Nairobi 3rd November, 1982

The three applications appearing hereunder are proceeding in the name of RICHTER GEDEON VEGYESZETI GYAR Ft an Hungarian company, manufacturers and merchants of Budapest X, Cserkesz u 63 Hungary and c/o Messrs Kaplan & Stratton, advocates, P O Box 40111, Nairobi

## ALL IN CLASS 5—SCHEDULE III

## DERTIL

30496—Medicines, pharmaceutical and diagnostic preparations for human and veterinary use 3rd November, 1982

## FERCUPAR

30497—Medicines, pharmaceutical specialties, pharmacochimical preparations for human and veterinary use, chemical products for therapeutic and hygienic purposes 3rd November, 1982

## KLION

30498—Medicines, pharmaceutical and diagnostic preparations for human and veterinary use 3rd November, 1982

## IN CLASS 9—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the letter "W" separately and apart from the mark as a whole

29994—Car radios, car stereo tape players with radios, car stereo tape players, radios, stereo tape players with radios, stereo tape players, speakers thereof, and parts and fittings for all the aforesaid goods FUJITSU TEN LIMITED, a corporation organized and existing under the laws of Japan, manufacturers of 12-28, Goshodori, Hyogoku, Kobe-Shi, Hyogoken, Japan and c/o Messrs Atkinson, Cleasby & Satchu, advocates, P O Box 90121, Mombasa 12th May, 1982

IN CLASS 3—SCHEDULE III

### FLAMME

30377—Soaps, perfumes, toilet waters, essential oils, non-medicated toilet preparations, cosmetics, hair lotions and dentifrices BOURJOIS LIMITED, a British company, manufacturers and merchants of Queens Way, Croydon CR9 4DL, Surrey, England 14th September, 1982

IN CLASS 5—SCHEDULE III

### DURAPROX

30296—Medicinal and pharmaceutical preparations AMERICAN HOME PRODUCTS CORPORATION, a corporation of the State of Delaware, USA of 685 Third Avenue, New York, New York 10017, United States of America and c/o Messrs Kaplan & Stratton, advocates, P O Box 40111, Nairobi 19th August, 1982

IN CLASS 5—SCHEDULE III

### ELARTEX

29819—Pharmaceutical preparations and substances BIOFARMA, a societe anonyme organized under the laws of France, manufacturers and merchants of 22 Rue Garnier, Neuilly-sur-Seine, Hauts-de-Seine, France and c/o Messrs Atkinson, Cleasby & Satchu, advocates, P O Box 90121, Mombasa 17th March, 1982

The six applications appearing hereunder are proceeding in the name of BATA SHOE COMPANY (KENYA) LIMITED, a Kenyan company, of P O Box 23, Limuru and c/o Messrs Kaplan & Stratton, advocates, P O Box 40111, Nairobi

IN CLASS 16—SCHEDULE III



26731—Stationery, periodicals, printed matter and paper and cardboard articles To be associated with TMA Nos 26734 and 26735 3rd December, 1979

BOTH IN CLASS 25—SCHEDULE III

26732—Shoes and foot wear To be associated with TMA Nos 26733 and 26736 3rd December, 1982



26733—Shoes and foot wear To be associated with TMA Nos 26732 and 26736 3rd December, 1979

BOTH IN CLASS 16—SCHEDULE III

26734—Stationery, periodicals, printed matter and paper and cardboard articles To be associated with TMA Nos 26731 and 26735 3rd December, 1979



26735—Stationery, periodicals, printed matter and paper and cardboard articles To be associated with TMA Nos 26734 and 26735 3rd December, 1979

IN CLASS 25—SCHEDULE III

26736—Shoes and foot wear To be associated with TMA Nos 26732 and 26733 3rd December, 1979

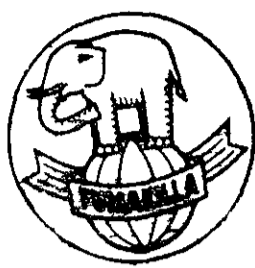
The two applications appearing hereunder are proceeding in the name of FUMAKILLA LIMITED, a corporation organized and existing under the laws of Japan of No 11 Kanda-Mikuracho, Chiyoda-ku, Tokyo, Japan and c/o Messrs Kaplan & Stratton, advocates, P O Box 40111, Nairobi

IN CLASS 9—SCHEDULE III

## FUMAKILLA

29998—Electrical and electronic apparatus for evaporating insecticides and destroying insects, and all other goods included in class 9 10th May, 1982

## ALL IN CLASS 5—SCHEDULE III



29999 —Insecticides, and all other goods included in class 5  
10th May, 1982

**BAYTENSIN**

30416 —Pharmaceutical preparations To be associated with  
TMA No 24124 BAYER AKTIENGESELLSCHAFT a corporation  
organized under the laws of the Federal Republic of Germany,  
of Leverkusen-Bayerwerk, Federal Republic of Germany and  
c/o Messrs Atkinson, Cleasby & Satchu, advocates, P O  
Box 90121, Mombasa 4th October, 1982

**PEARS**

30447 —Petroleum jelly, medicated preparations for applica-  
tion to the skin To be associated with TMA No 29527 A  
& F PEARLS LIMITED, a British company, of Hersketh House,  
Portman Square, London W1, England and c/o Messrs Kaplan  
& Stratton, advocates, P O Box 40111, Nairobi 14th October,  
1982

The two applications appearing hereunder are proceeding in  
the name of UNILEVER PLC a British company, of Port Sunlight,  
Wirral, Merseyside, England and c/o Messrs Kaplan & Stratton  
advocates, P O Box 40111, Nairobi

## IN CLASS 3—SCHEDULE III

**FRISH**

30380 —Detergents (not for use in industrial or manufacturing  
processes or for medical use), preparations and substances,  
all for laundry use, bleaching preparations included in class 3,  
cleaning, polishing, scouring and abrasive preparations, soaps  
To be associated with TMA No 30381 14th September, 1982

## IN CLASS 5—SCHEDULE III

**FRISH**

30381 —Detergents for medical purposes, disinfectants (other  
than for laying or absorbing dust), sanitary substances, deodo-  
rants To be associated with TMA No 30380 14th September,  
1982

## APPLICATION AMENDED AFTER REGISTRATION

TMA No 29451, QUADRIDERM in class 5 in the name  
of SCHERING CORPORATION, U S A, advertised in the Kenya Gazette  
of 4th June, 1982, under Gazette Notice No 1539 on page 661  
The correct name, description and address of the applicants  
of this application should have read as shown hereunder

SCHERING CORPORATION, a corporation organized and  
existing under the laws of the State of New Jersey, United  
States of America of Galloping Hill Road, Kenilworth, New  
Jersey 07033, United States of America

## APPLICATION WITHDRAWN AFTER REGISTRATION

TMA No 29969, FLOBIT in class 19 in the name of AGIP  
(KENYA) LIMITED advertised in the Kenya Gazette of 25th June,  
1982, under Gazette Notice No 1761 on page 766 This applica-  
tion has been withdrawn by the applicants with effect from  
7th January, 1983

## APPLICATIONS WITHDRAWN AFTER ADVERTISEMENT

TMA Nos 29624, JOJOBA and 29670, HOHOBA both in  
class 3 in the name of HEALTH & BEAUTY PRODUCTS (SALES &  
MARKETING) LIMITED, advertised in the Kenya Gazette of 2nd  
April, 1982, and 23rd April, 1982, under Gazette Notices Nos  
869 and 1072 on pages 389 and 480, respectively These applica-  
tions have been withdrawn by the applicants with effect from 3rd  
December, 1982

TMA No 28752, CO-TRIMAZINE in class 5 in the name of  
COSMOS LIMITED advertised in the Kenya Gazette of 21st August,  
1981, under Gazette Notice No 2538 on page 1071 This applica-  
tion has been withdrawn by the applicants with effect from 19th  
November, 1982

TMA No 29668 FLAME in class 3 in the name of HEALTH  
& BEAUTY PRODUCTS (SALES & MARKETING) LIMITED advertised  
in the Kenya Gazette of 23rd April, 1982 under Gazette Notice  
No 1072 on page 480 This application has been withdrawn  
by the applicants with effect from 23rd June, 1982

## PATENT APPLICATION WITHDRAWN AFTER REGISTRATION

Kenya Patent No P3083, (U K No 1,554, 249) in the name of  
INTERNATIONAL MINERALS AND CHEMICAL CORPORATION advertised  
in the Kenya Gazette of 28th November, 1980 under Gazette  
Notice No 3677 on page 1506 This application has been with-  
drawn by the applicants with effect from 25th November, 1982  
from the Kenya's Register of Patents

## APPLICATION AMENDED AFTER ADVERTISEMENT

TMA No 30156, KMG & DEVICE in class 16 in the name  
of KASSIM LAKHA ABDULLA & Co advertised in the Kenya  
Gazette of 22nd October, 1982, under Gazette Notice No 3134  
on page 1315 The name of the applicants have been amended  
to read KLYNVELD MAIN GOERDELER, c/o KASSIM-LAKH ABDULLA  
& Co instead of KASSIM-LAKHA ABDULLA & Co and also the  
trade mark has been amended by addition of the words  
Certified Public Accountants beneath the words Accountants-  
International so that the mark appears as shown hereunder

NOTICE OF CANCELATION OF ENTRY OF A REGISTERED USER  
*Trade Marks Nos 4100, 11474 and 21183*

Notice is given that pursuant to a request received in the  
Kenya's Registry of Trade Marks, State Law Office, Nairobi,  
on 28th July 1981, and in accordance with the provisions of  
section 31 (8) (c) and rule 99 of the Trade Marks Act the entry  
in the Kenya's Register of Trade Marks of THE HOUSE OF  
MANJI, a limited liability company incorporated in Kenya of  
Likoni Road, Industrial Area, P O Box 30395, Nairobi, as a  
Registered User of the trade marks whose particulars of registra-  
tion are given below, has been cancelled

TM No	Trade Mark	Class and Schedule
4100	SYMBOL	42 (Schedule II)
11474	ELEPHANT HEAD Device	30 (Schedule III)
21183	ELEPHANT HEAD Symbol	30 (Schedule III)

NOTICE OF AN ADDITION TO OR ALTERATION OF REGISTERED  
TRADE MARK

TM No 19704 —Notice is given that pursuant to a request  
received in the Kenya's Registry of Trade Marks, State Law  
Office, Nairobi, on 22nd July, 1982, and in accordance with the  
provisions of section 38 and rules 89 to 92 of the Trade Marks  
Act the description of the registered proprietor has been altered  
from "A corporation organized and existing under the laws of  
the State of Illinois, U S A" to "A corporation organized and  
existing under the laws of the State of Delaware, U S A"

APPLICATIONS REMOVED FROM THE REGISTER  
THROUGH NON-PAYMENT OF RENEWAL FEES

TMA No	Trade Mark	Class Name of Applicant
6018	Device Label	2 (Schedule II) FISONS LTD
6019	Device Label	6 (Schedule II) FISONS LTD
6020	Device Label	7 (Schedule II) FISONS LTD
7039	ANIP	48 (Schedule II) THE BOOTS COMPANY (KENYA) LTD
7040	MALKET ALIL	48 (Schedule II) THE BOOTS COMPANY (KENYA) LTD
9372	DUPLOSOL	5 (Schedule III) A/S DUMEX (DUMEX LTD)
11132	KATRILS	5 (Schedule III) THE BOOTS COMPANY LTD)

Nairobi,  
12th January, 1983

J N KING'ARUI,  
Registrar of Trade Marks

TICE No 375

THE PATENTS REGISTRATION ACT

(Cap 508)

ORIGINAL ENTRY

IT IS notified for general information that a letters patent particulars of which appear in the schedule hereto was registered as No P3245 of 1982, in the Kenya Register of Patents on the 26th November, 1982

SCHEDULE

No of application —P3245

Date of application —26th November, 1982

Name of applicant —Bayer Aktiengesellschaft, a body corporate organized under the laws of the Federal Republic of Germany, of Leverkusen, Bayerwerk, Germany

Particulars of grant in the United Kingdom

No —1,565,932

Date —25th June, 1980

Date of filing complete specification —28th February, 1978

Complete specification published —23rd April, 1980

Nature of invention —Novel substituted phenoxybenzylloxycarbonyl derivatives and their use as insecticides and acaricides

Document, etc, filed in registry

(a) One certified copy of the specification (including drawings and "office copy" of letters patent) of the United Kingdom Patent

(b) Certificate of the Comptroller-General of the United Kingdom Patent Office

(c) Authorization in favour of Messrs Atkinson Cleasby & Satchu, advocates, P O Box 90121, Mombasa

Nairobi,  
12th January, 1983

J N KING'ARUI,  
Registrar of Patents

GAZETTE NOTICE No 376

THE PATENTS REGISTRATION ACT

(Cap 508)

ORIGINAL ENTRY

IT IS notified for general information that a letters patent particulars of which appear in the schedule hereto was registered as No P3246 of 1982, in the Kenya Register of Patents on the 26th November, 1982

SCHEDULE

No of application —P3246

Date of application —26th November, 1982

Name of applicant —Bayer Aktiengesellschaft, a body corporate organized under the laws of the Federal Republic of Germany, of Leverkusen, Bayerwerk, Germany

Particulars of grant in the United Kingdom

No —0,003,302

Date —8th July, 1981

Date of filing complete specification —15th January, 1979

Complete specification published —8th August, 1979

Nature of invention —Process for the production of dust-free plant protection agent granules

Document etc filed in registry

(a) One certified copy of the specification (including drawings and "office copy" of letters patent) of the United Kingdom Patent

(b) Certificate of the Comptroller-General of the United Kingdom Patent Office

(c) Authorization in favour of Messrs Atkinson Cleasby & Satchu, advocates, P O Box 90121, Mombasa

Nairobi,  
7th January, 1983

J N KING'ARUI,  
Registrar of Patents

GAZETTE NOTICE No 377

THE PATENTS REGISTRATION ACT

(Cap 508)

ORIGINAL ENTRY

IT IS notified for general information that a letters patent particulars of which appear in the schedule hereto was registered as No P3247 of 1982, in the Kenya Register of Patents on the 26th November, 1982

SCHEDULE

No of application —P3247

Date of application —26th November, 1982

Name of applicant —Ciba Geigy AG, a body corporate organized according to the laws of Switzerland, of Basle, Switzerland

Particulars of grant in the United Kingdom

No —1,561,516

Date —23rd April, 1980

Date of filing complete specification —15th June, 1977

Complete specification published —20th February, 1980

Nature of invention —New 1-azacyclic aralkoxyphenyl-2- or 3-bisarylalkyl-amino)-alkanes, process for their manufacture and pharmaceutical preparations containing them

Document etc, filed in registry

(a) One certified copy of the specification (including drawings and "office copy" of letters patent) of the United Kingdom Patent

(b) Certificate of the Comptroller-General of the United Kingdom Patent Office

(c) Authorization in favour of Messrs Atkinson Cleasby & Satchu, advocates, P O Box 90121, Mombasa

Nairobi,  
7th January, 1983

J N KING'ARUI,  
Registrar of Patents

GAZETTE NOTICE No 378

THE PATENTS REGISTRATION ACT

(Cap 508)

ORIGINAL ENTRY

IT IS notified for general information that a letters patent particulars of which appear in the schedule hereto was registered as No P3248 of 1982, in the Kenya Register of Patents on the 15th November, 1982

SCHEDULE

No of application —P3248

Date of application —15th November, 1982

Name of applicant —Smith Kline & French Laboratories Limited, a British company of Mundells, Welwyn Garden City, Hertfordshire, England

Particulars of grant in the United Kingdom

No —1,595,291

Date —14th October, 1981

Date of filing complete specification —20th September, 1977

Complete specification published —12th August, 1981

Nature of invention —Pyrimidone and thiopyrimidone derivatives

Document, etc, filed in registry

(a) One certified copy of the specification (including drawings and "office copy" of letters patent) of the United Kingdom Patent

(b) Certificate of the Comptroller General of the United Kingdom Patent Office

(c) Authorization in favour of Messrs Lysaght & Co, c/o Barclays Bank of Kenya Limited, Moi Avenue, P O Box 30116, Nairobi

Nairobi,  
7th January, 1983

J N KING'ARUI,  
Registrar of Patents

GAZETTE NOTICE No 379

### THE PATENTS REGISTRATION ACT

(Cap 508)

#### ORIGINAL ENTRY

IT IS notified for general information that a letters patent particulars of which appear in the schedule hereto was registered as No P3249 of 1982, in the Kenya Register of Patents on the 27th November, 1982

#### SCHEDULE

No —1,577,702

Date of application —27th November, 1982

Name of applicant —Ciba Geigy AG, a Swiss body corporate, of Basle, Switzerland

Particulars of grant in the United Kingdom

No —1,577,702

Date —31st December, 1980

Date of filing complete specification —31st February, 1978

Complete specification published —29th October, 1980

Nature of invention —Acylamino-tetrahydro-2 furanone derivatives and their use as fungicides

Document etc filed in registry

(a) One certified copy of the specification (including drawings and "office copy" of letters patent) of the United Kingdom Patent

(b) Certificate of the Comptroller-General of the United Kingdom Patent Office

(c) Authorization in favour of Messrs Kaplan & Stratton, advocates, P O Box 40111, Nairobi

Nairobi,  
13th January, 1983

J N KING'ARUI,  
Registrar of Patents

GAZETTE NOTICE No 380

### THE PATENTS REGISTRATION ACT

(Cap 508)

#### ORIGINAL ENTRY

IT IS notified for general information that a letters patent particulars of which appear in the schedule hereto was registered as No P3250 of 1982, in the Kenya Register of Patents on the 27th November, 1982

#### SCHEDULE

No of application —P3250

Date of application —27th November, 1982

Name of applicant —Hollister Incorporated, of 211 East Chicago Avenue, Chicago, Illinois 60611, U S A

Particulars of grant in the United Kingdom

No —205511B

Date —17th July, 1978

Date of filing complete specification —4th July, 1979

Complete specification published —23rd January, 1980

Nature of invention —Umbilical cord clamp

Document, etc filed in registry

(a) One certified copy of the specification (including drawings and "office copy" of letters patent) of the United Kingdom Patent

(b) Certificate of the Comptroller-General of the United Kingdom Patent Office

(c) Authorization in favour of Messrs Kaplan & Stratton, advocates, P O Box 40111, Nairobi

Nairobi,  
13th January, 1983

J N KING'ARUI,  
Registrar of Patents

GAZETTE NOTICE No 381

### THE PATENTS REGISTRATION ACT

(Cap 508)

#### ORIGINAL ENTRY

IT IS notified for general information that a letters patent particulars of which appear in the schedule hereto was registered as No P3251 of 1982, in the Kenya Register of Patents on the 26th November, 1982

#### SCHEDULE

No of application —P3251

Date of application —26th November, 1982

Name of applicant —American Cyanamid Company, a corporation organized and existing under the laws of the State of Maine, United States of America, of Wayne, State of New Jersey, United States of America

Particulars of grant in the United Kingdom

No —1,591,121

Date —21st October, 1981

Date of filing complete specification —19th August, 1977

Complete specification published —17th June, 1981

Nature of invention —Method for controlling insects using pentadiene hydrazones

Document, etc filed in registry

(a) One certified copy of the specification (including drawings and "office copy" of letters patent) of the United Kingdom Patent

(b) Certificate of the Comptroller-General of the United Kingdom Patent Office

(c) Authorization in favour of Messrs Atkinson Cleasby & Satchu, advocates, P O Box 90121, Mombasa

Nairobi,  
12th January, 1983

J N KING'ARUI,  
Registrar of Patents

GAZETTE NOTICE No 382

### THE PATENTS REGISTRATION ACT

(Cap 508)

#### ORIGINAL ENTRY

IT IS notified for general information that a letters patent particulars of which appear in the schedule hereto was registered as No P3252 of 1982, in the Kenya Register of Patents on the 26th November, 1982

#### SCHEDULE

No of application —P3252

Date of application —26th November, 1982

Name of applicant —Glaxo Group Limited, a British company, of Clarges House, 6-12 Clarges Street, London W1Y 8DH, England

*Particulars of grant in the United Kingdom*

No —2,025 398B

Date —26th May, 1978

Date of filing complete specification —25th May, 1979

Complete specification published —23rd January, 1980

Nature of invention —Cephalosporin antibiotics

Document etc filed in registry

(a) One certified copy of the specification (including drawings and 'office copy' of letters patent) of the United Kingdom Patent

(b) Certificate of the Comptroller General of the United Kingdom Patent Office

(c) Authorization in favour of Messrs Atkinson Cleasby &amp; Satchu, advocates, P O Box 90121, Mombasa

Nairobi,  
12th January 1983J N KING'ARUI,  
Registrar of Patents

## GAZETTE NOTICE NO 383

## THE LIQUOR LICENSING ACT

(Cap 121)

## SPECIAL MEETING

DULY authorized by the Provincial Commissioner, Western Province, Kakamega a special meeting of the Busia Liquor Licensing Court will be held in the office of the District Commissioner, Busia, on Monday, 7th February, 1983, at 10 a.m.

Applications to be considered at this meeting can be viewed on the notice board, at the District Commissioner's office Busia

N K MBERIA,  
Chairman  
Busia Liquor Licensing Court

## GAZETTE NOTICE NO 384

IN THE HIGH COURT OF KENYA AT NAIROBI  
PROBATE AND ADMINISTRATION

TAKE NOTICE that applications having been made in this court in

## CAUSE No 17 OF 1983

By Pradipkumar Prabhudas Nathwani of P O Box 41989, Nairobi in Kenya, the deceased's son through V H Padhiar Esq, advocate of Nairobi, aforesaid for a grant of letters of administration intestate to the estate of Prabhudas Odhavji Nathoo Nathwani late of Nairobi, who died there on 8th November, 1978

## CAUSE No 21 OF 1983

By Wallace Kinuthia Kangu of P O Box 103, Limuru in Kenya, as purchaser and beneficial owner of Plot No L R 114/118, Naivasha, with the consent of the deceased's widow for the grant of letters of administration intestate to the estate of Noah Kinyuru Kamau late of Limuru aforesaid, who died at Kijabe Hospital in Kenya on 4th October, 1977

## CAUSE No 31 OF 1983

By Nelson Jwangie and Mary Apondi both of P O Box 151, Bondo in Kenya, the deceased's father and widow respectively through Messrs Anyango Ogutu & Co, advocates of Nairobi in Kenya for a grant of letters of administration intestate to the estate of Raphael Ouko 'wangre late of Siaya District, who died at South Sakwa Location in Siaya District, aforesaid on 16th June, 1981

## CAUSE No 37 OF 1983

By Dennis Clifford Bagwath of P O Box 342, Malindi in Kenya and Peter John Smithson Hewett of P O Box 40034, Nairobi in Kenya, the executors named in the deceased's will through Messrs Daly & Figgis advocates of Nairobi, aforesaid for a grant of probate of the will of Vera Beatrice Jackman late of Naivasha in Kenya, who died at Nairobi on 23rd October, 1982

## CAUSE No 38 OF 1983

By Loise Wanjiru Kabiru of Ndumberi Village, Riabai Location in Kiambu District, the deceased's daughter for a grant of letters of administration intestate to the estate of Elizabeth Njeri Kabiru late of Ndumberi Village, aforesaid who died at Kiambu District Hospital on 11th August, 1981

## CAUSE No 42 OF 1983

By Anila Kishor Shah and Mansukhlal Lakhamshi Shah of P O Box 41443, Nairobi in Kenya, the executors named in the deceased's will through N P Sheth Esq, advocate of Nairobi, aforesaid for a grant of probate of the will of Hiruben Vershi Rajpar Shah late of Kisumu in Kenya, who died at Nairobi, aforesaid on 1st June, 1981

## CAUSE No 43 OF 1983

By Lila Wati Kochhar w/o Rajaram Pruthvichand Kochhar of P O Box 44505, Nairobi in Kenya, the executrix named in the deceased's will through Messrs N P Sheth & M A A Dourado, advocates of Nairobi aforesaid, for a grant of probate of the will of Rajaram Pruthvichand Kochhar late of Nairobi, who died at 22 Kenwent Road, Southall in England on 26th November, 1981

## CAUSE No 44 OF 1983

By Geoffrey Wambuga of P O Box 20725, Nairobi in Kenya, the deceased's father through Messrs Vohra & Gitao, advocates of Nairobi aforesaid, for a grant of letters of administration intestate to the estate of Wilson Karuga Wambuga late of Nairobi, who died at Murang'a in Kenya on 22nd October, 1979

## CAUSE No 45 OF 1983

By Milka Njeri Nguru of P O Box 75, Kikuyu in Kenya, the deceased's widow through G Kamonde Esq, advocate of Nairobi in Kenya for a grant of letters of administration intestate to the estate of Simeon Nguru Isaiah late of Kikuyu aforesaid who died at Nairobi, aforesaid on 26th November, 1966

## CAUSE No 47 OF 1983

By Subash Chander Kohli and Chander Mohan Kohli both of P O Box 40063, Nairobi in Kenya, the deceased's sons through Messrs D V Kapila & Co, advocates of Nairobi aforesaid, for a grant of letters of administration intestate to the estate of Saidarilal Ganpatrai Kohli late of Nairobi, who died there on 20th November, 1981

## CAUSE No 48 OF 1983

By Amarbai Dhanji of P O Box 30608, Nairobi in Kenya, the deceased's widow and the executrix named in the will through Messrs J K Winayak & Co, advocates of Nairobi aforesaid, for a grant of probate of the will of Dhanji Kunvaji Garara late of Nairobi aforesaid, who died there on 20th October, 1982

## CAUSE No 49 OF 1983

By Annah Wangui Njuguna of P O Box 93, Uplands in Kenya, the deceased's widow through Messrs G K Ndunda & Co, advocates of Nairobi in Kenya, for a grant of letters of administration intestate to the estate of Njuguna Mwangi late of Uplands aforesaid, who died at Nairobi in Kenya on 5th November, 1979

## CAUSE No 50 OF 1983

By Lilian Wangari Kamau of P O Box 69, Limuru in Kenya, the deceased's widow for a grant of letters of administration intestate to the estate of Kamau Kahara late of Tigoni in Kiambu, who died at Michobo Tigoni, Kiambu, aforesaid on 28th June, 1978

The Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered within thirty (30) days from the date of publication of this notice in the Kenya Gazette

Nairobi,  
24th January, 1983

M F PATEL,  
Senior Deputy Registrar,  
High Court of Kenya Nairobi

NB—The wills mentioned above have been deposited in and are open to inspection at the court

## GAZETTE NOTICE No 385

## PROBATE AND ADMINISTRATION

TAKE NOTICE that after thirty days from the date of this Gazette I intend to apply to the High Court at Nairobi for representation of the estates of the persons named in the second column of the schedule hereto, who died on the dates respectively set forth against their names

And further take notice that all persons having any claims against or interests in the estates of the said deceased persons are required to prove such claims or interests before me within two months from the date of this Gazette, after which date the claims and interests so proved will be paid and satisfied and the several estates distributed according to law

## SCHEDULE

<i>Public Trustee's Cause No</i>	<i>Name of Deceased</i>	<i>Address</i>	<i>Date of Death</i>	<i>Testate or Intestate</i>
7/83	Magombo Asha Nzisa	Nairobi	10-9-82	Intestate
989/81	Justin Peter Mande	Wusi-Mango, Taita Taveta	6-11-81	Intestate
46/77	Christopher Lavaha Muyaga	Subukia Location, Nakuru	27-9-75	Intestate
917/80	Samuel Musyoki	Iveti Location	18-10-78	Intestate

Nairobi  
4th January, 1983

M L HANDA,  
Deputy Public Trustee

## GAZETTE NOTICE No 386

IN THE RESIDENT MAGISTRATE'S COURT  
AT BUNGOMA

IN THE MATTER OF THE ESTATE OF MARIKO  
AKWATA OMINYA

## PROBATE AND ADMINISTRATION

## SUCCESSION CAUSE No 13 OF 1982

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above-named deceased who died at E Bukhayo Location, Buyotu Village on 1st November, 1977, has been filed in this registry by Temutula Nekesa Akwata, of P O Box 477, Bungoma, as an administratrix of the deceased's estate

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit

Dated the 14th January, 1983

J K KANYI,  
District Registrar, Bungoma

## GAZETTE NOTICE No 387

IN THE SENIOR RESIDENT MAGISTRATE'S COURT  
AT MACHAKOS

IN THE MATTER OF THE ESTATE OF PATRICK  
KIMUYU MULINGE (DECEASED) OF MUPUTI  
LOCATION, MACHAKOS DISTRICT

## PROBATE AND ADMINISTRATION

## SUCCESSION CAUSE No 28 OF 1982

LET ALL the parties concerned take notice that a petition for a grant of letters of administration intestate to the estate of the above named deceased who died at Nairobi on the 6th March, 1982, has been filed in this registry by Rosemary M Mulinge, of P O Box 1, Machakos, in her capacity as the administratrix of the deceased's estate

And further take notice that objections in the prescribed form to the making of the proposed grant are invited and must be lodged in this registry within thirty (30) days of publication of this notice

And further take notice that if no objection has been lodged in this registry in the prescribed form within thirty (30) days of the date of publication of this notice, the court may proceed to make the grant as prayed or to make such order as it thinks fit

Dated the 16th November, 1982

L B OUMA,  
Senior Resident Magistrate,  
Machakos District

## GAZETTE NOTICE No 388

## MARKO THUO WACHIURI—DECEASED

NOTICE is given pursuant to section 29 of the Trustees Act, (Cap 167) that any person having a claim against or an interest in the estate of late Marko Thuo Wachiuri of Othaya, who died on 14th September, 1982, at Mater Misericordiae Hospital, Nairobi, is required to send particulars in writing of his or her claim or interest to the undersigned before 31st March, 1983, after which date the intended administratrix will distribute the estate among the persons entitled thereto having regard only to the claims and interest of which she shall have had notice and will not as respects the property so distributed be liable to any persons or whose claim she shall not have had notice

Dated at Nyeri the 17th January, 1983

A T D GHADIALY,  
for Ghadialy and Company,  
Advocate for the Intended Administratrix,  
P O Box 130, Nyeri

## GAZETTE NOTICE No 389

## MRS DORIS ALLEN, 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 Doris Allen of P O Box 341, Malindi in Kenya, who died on the 7th January, 1983, at Malindi is required to send particulars in writing of his or her claim or interest to the undersigned before 20th April, 1983, after which date the executors will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which they shall have had notice and will not, as respects the property so distributed, be liable to any person of whose claim they shall not have had notice

Dated the 20th January, 1983

KAPLAN & STRATTON,  
Advocates to the Executors  
Queensway House, P O Box 40111, Nairobi

## GAZETTE NOTICE No 390

## DAVID MUKINYO OLE LOOLPISIA, 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 David Mukinyo ole Loolpisia, of P O Box 26, Kajiado, who died at Nairobi on 19th July, 1982, is required to send particulars in writing of his or her claim or interest to the undersigned before 28th March, 1983, after which date the administrator will distribute the estate among the persons entitled thereto having regard only to valid claims then notified

Dated the 17th January, 1983

GATHENJI & CO,  
Advocates for Mrs Apofia Mutel Mokinyo,  
Administratrix,  
P O Box 57306, Nairobi

## GAZETTE NOTICE No 391

## JOHN KITHINJI, DECEASED

PURSUANT to section 29 of the Trustee Act (Cap 167), notice is given to any persons having a claim against or interest in the estate of the above-named who died on 20th October, 1982, at Nairobi, to send particulars thereof to us on behalf of the personal representatives within ten weeks after publication of this notice

The personal representatives intend thereafter to distribute the estate having regard only to claims then notified

Dated at Nairobi the 19th January, 1983

HAMILTON HARRISON & MATHEWS,  
*Advocates, ICEA Building,  
Kenyatta Avenue, P O Box 30333, Nairobi*

## GAZETTE NOTICE No 392

THE COMPANIES ACT  
(Cap 486)  
NOTICE OF WINDING UP  
ORDER

Name of company—Yellow Bird Limited

Address of registered office—L R No 209/6835, Hilton Arcade, Nairobi

Registered postal address—P O Box 49975, Nairobi

Court—High Court of Kenya at Nairobi

No of matter—Bankruptcy and Winding up Cause No 29 of 1982

Date of order—17th December, 1982

Date of presentation of petition—9th October, 1982

Nairobi, M L HANDA,  
24th January, 1983 *Senior Deputy Official Receiver,  
and Provisional Liquidator*

## GAZETTE NOTICE No 393

THE COMPANIES ACT  
(Cap 486)

PURSUANT to section 339, sub section (3) of the above Act, it is notified that at the expiration of three months from the date hereof, the names of the undermentioned companies will, unless cause be shown to the contrary, be struck off the register of companies and the companies will be dissolved

Reg No	Name of Company
14928	Eden Products Ltd
12064	Ewefu Company Ltd
15534	Exocotide Ltd
17996	Home & Overseas Trading Co Ltd
15227	Jade Sea Safaris Ltd
16641	Jamu Enterprises Limited
12067	Joneshi Construction Co Ltd
14541	Kanindo Record Distributors Ltd
63/71	The Kasigau Ranching (Directed Agricultural) Company Ltd
19771	Kensimba Agencies Limited
12258	Kenya Coastplanner Limited
12057	Kenya Stone Mining Company Ltd
18361	Kingsley Sound and Vision Productions Ltd
14810	Kip & Company Precision Instruments Ltd
6692	Kirchhoff's East Africa Ltd
14563	Moods Limited
11932	Mwanyomati Construction (1973) Ltd
15854	Nova International Ltd
1180	A H Nurumohamed & Company Ltd
10963	Nyandwat Enterprises Limited
21399	Quality Auto Parts & Services Ltd
14976	Richard Long Investment Consultants Ltd (Name changed to Clydesdale Investment Ltd)
15775	Rift Air Transport Co Ltd
16217	Shivam Enterprises Ltd
12009	Star Printers (Kenya) Ltd
14420	Sterling Agencies (Kenya) Ltd

15837 Wamuru Agencies Importers & Exporters Ltd  
10266 West End Machinery Company Ltd

Dated the 21st January, 1983

J N KING'ARUI,  
*Registrar-General*

## GAZETTE NOTICE No 394

IN THE MATTER OF THE COMPANIES ACT  
(Cap 486)

AND

IN THE MATTER OF SEMBE DEVELOPMENTS LTD  
CREDITORS VOLUNTARY WINDING-UP

TAKE NOTICE that the undersigned, A Molloy of P O Box 30029, Nairobi, the liquidator of the above-named company has fixed the 11th February, 1983, as the date on or before which the creditors of the above company are to prove their debts or claims, and to establish any title they may have to priority. Proofs of debt should therefore be delivered to me before that date, in default of which creditors will be excluded from the benefit of any distribution made before such debts are proved or such priority is established, or, as the case may be, from objecting to such distribution

Dated the 21st January, 1983

A MOLLOY,  
*Liquidator*

## GAZETTE NOTICE No 395

THE SOCIETIES RULES  
(Cap 108, Sub Leg)

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

- The societies listed in the first schedule hereto have been registered
- The societies listed in the second schedule hereto have been refused registration
- The registration of the society listed in the third schedule hereto have been cancelled under the provisions of the Societies Act

## FIRST SCHEDULE

Name of Society	Date of Registration
Abashibembe Marama Location Welfare Society Butere Branch	29-12-82
Potato Growers Association of Kenya	30-12-82
Mbari ya Mundia Society	30-12-82
African Wonder Orphans and Widows Help Society	30-12-82
Nyamarambe Volunteer Youth Welfare Association	6-1-83
Kanyanam Welfare Society Nairobi	6-1-83
Ngoje Family Association	12-1-83
Nyakech Muhoroni Welfare Society	6-1-83
Thuo Family Welfare Association	7-1-83
Ex-Rangala Gols Association	6-1-83
Mur Union and Development Association	6-1-83
Kochoro Progressive Union	6-1-83
Nyagathuiya Development Society	6-1-83
Katangi and Yathui Welfare Association	6-1-83
Mbaa Nzambu Welfare Society Nairobi	6-1-83
Kawaitthenya Development Society	7-1-83
Kamotho Welfare Society	7-1-83
Yimbo Workers Progressive Society	7-1-83
Arua Welfare Association	6-1-83
Kabubu Welfare Society	6-1-83
Urumbi Welfare Association	6-1-83
Weta Koyier Association	6-1-83
Kiomara Nyamonge Welfare Association	6-1-83
Miracles and Wonders Church Ruai Branch	6-1-83
Gar Gaar Association	6-1-83
Sigomre Development Association	6-1-83
Nyundo Welfare Society	11-1-83
Iqbal-Oq Sports Club	11-1-83
Gesarate Football Club	11-1-83
Ngamwa and Kariara Welfare Association	11-1-83
Gathungu Sports Club	11-1-83
Magariri Football Club	11-1-83
Kibera Theatre Society	11-1-83
Nairobi Homes Sports Club	12-1-83
Kenya France Association	12-1-83
Esibunye Mosque and Madrassa Committee	12-1-83

## SECOND SCHEDULE

Name of Society	Date of Refusal
Kibiri Welfare Association Mombasa	6-1-83
Elect Church of God	5-1-83
Kenya Christian Training Centre	5-1-83
Kenya African Herbalists and Astrologers Malindi Branch	5-1-83
Kachol Family Progressive Association	6-1-83
Kawimagu Welfare Society	5-1-83
Galole Day and Night Club	5-1-83
Church Spiritual Unity of One God	5-1-83
Congress Members Club	20-10-82
African Independent Pentecostal Church of Africa Kibera Branch	5-1-83
Akanga Ngumu Clan Society	6-1-83
Bungoma Students Organization	5-1-83
Abananda Welfare Society	6-1-83
Uganda Rehabilitation Committee	5-1-83
Nyada Welfare Association Mombasa	6-1-83
Sigalagala Day and Night Club	6-1-83
Peter Anam Alumasa Organization	10-1-83
Pole Security Staff Association	5-1-83
Thigira Welfare Association	5-1-83
Thuthino Day and Night Club	5-1-83
New Talk in Town	6-1-83
Pentecostal Evangelical Freedom in Africa	6-1-83

## THIRD SCHEDULE

Name of Society	Date of Cancellation
Ndenga Progressive Association	1-11-83

Dated at Nairobi the 21st January, 1983

O J NGUGI (MRS.),  
Assistant Registrar of Societies

## GAZETTE NOTICE No 396

THE AFRICAN CHRISTIAN MARRIAGE AND  
DIVORCE ACT  
(Cap 151)

NOTICE is given that in exercise of the powers conferred by section 6 (1) of the African Christian Marriage and Divorce Act, the ministers named in the schedule hereto have been licensed to celebrate marriages under the provisions of such Act

## SCHEDULE

Denomination—Diocese of Kisumu  
Name of Minister—Rev Father Jose Jimenez  
Denomination—Catholic Diocese of Eldoret  
Name of Ministers  
Rev Father Francis Opondo,  
Rev Father Patrick Baraza  
Denomination—East Africa Pentecostal Churches  
Name of Ministers  
Rev Justas K Ringera,  
Rev Festo Mwendwa,  
Rev Columbas Mwaja,  
Rev Evanson Njiru  
Denomination—World Missions Department  
Name of Minister—Rev Philip T List

Dated at Nairobi the 9th December, 1982

J K MUCHAE,  
Acting Deputy Registrar-General

## GAZETTE NOTICE No 397

THE CO OPERATIVE SOCIETIES ACT  
(Cap 490)

## REVOCATION OF NOTICE

THE deregistration of Mbuyu Farmers Co operative Society Limited (2145) appearing in Kenya Gazette No 3083 of 2nd October, 1981, is revoked

Dated at Nairobi the 7th January, 1983

A K BIRGEN,  
Commissioner for Co-operative Development

## GAZETTE NOTICE No 400

THE CO OPERATIVE SOCIETIES ACT  
(Cap 490, section 70(1))

## ADMISSION OF CLAIMS

## In Liquidation

CS/3083—T J Cottingham Co operative Savings and Credit Society Limited

CS/3025—Gantron Co-operative Savings and Credit Society Limited

I, being duly appointed liquidator of the above named societies, appoint, Friday, 18th February, 1983, as the day on which, or before which, creditors of the above co-operative societies shall state to me their claims for admission

Such claims shall be addressed to me at the Department of Co-operative Development, P O Box 30202, Nairobi

J R K NJOROGI,  
Liquidator,  
for Provincial Co-operative Officer  
Nairobi Area

## GAZETTE NOTICE No 401

THE CO-OPERATIVE SOCIETIES ACT  
(Cap 490, sections 65 & 69)

## ORDER

WHEREAS pursuant to section 61 (1) of the above Act, I ordered an inquiry into the bylaws, working and financial condition of the Ndua Consumers Co operative Society Ltd

And whereas I am of the opinion that the said society should be dissolved

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

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

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

Dated at Nairobi the 7th January, 1983

A K BIRGEN,  
Commissioner for Co-operative Development

## GAZETTE NOTICE No 402

THE CO-OPERATIVE SOCIETY ACT  
(Cap 490)

## APPOINTMENT OF LIQUIDATOR

## Variation Order

WHEREAS by order dated the 1st April, 1981, J E K Wambua was appointed liquidator of Greenwich Consumers Co operative Society Ltd, and whereas the said J E K Wambua is unable to act as liquidator

Now therefore, I appoint Gerald Kamau Kiguru to be liquidator in the matter of the aforesaid co operative society

Given under my hand at Nairobi on the 7th January, 1983

A K BIRGEN,  
Commissioner for Co-operative Development

## GAZETTE NOTICE No 403

THE CO OPERATIVE SOCIETIES ACT  
(Cap 490, sections 65 & 69)

## ORDER

WHEREAS pursuant to section 61 (1) of the above Act, I ordered an inquiry into the by-laws, working and financial condition of the Voi Tailors Co operative Society Ltd

And whereas I am of the opinion that the said society should be dissolved

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

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

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

Dated at Nairobi the 7th January, 1983

A K BIRGEN,  
Commissioner for Co-operative Development

GAZETTE NOTICE No 404

THE CO-OPERATIVE SOCIETIES ACT

(Cap 490)

CLOSURE OF LIQUIDATION

NAKURU CONSUMERS CO-OPERATIVE SOCIETY LTD

*In Liquidation*

WHEREAS the registration of the above-named society was cancelled by an order made on the 29th September, 1976 and which order became effective on the same date and whereas the said society has no assets nor is there evidence of any creditors

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

Given under my hand at Nairobi on the 7th January, 1983

A K BIRGEN,  
Commissioner for Co-operative Development

GAZETTE NOTICE No 405

THE CO-OPERATIVE SOCIETIES ACT

(Cap 490)

ADMISSION OF CLAIMS

*Churches Co-operative Savings & Credit Society Limited*

*In Liquidation*

I BEING the appointed liquidator of the above-mentioned society appoint Tuesday 1st March, 1983, as the day on or before which creditors of the said society shall state to me their claims for admission. Such claims shall be addressed to me at the District Co-operative Office, P O Box 33, Kilifi

Dated at Kilifi the 30th August, 1982

J B MULIKA,  
Liquidator,  
District Co-operative Officer,  
Kilifi

GAZETTE NOTICE No 406

THE JUBILEE INSURANCE COMPANY LIMITED

(Incorporated in Kenya)

Head Office P O Box 30376, Nairobi

LOSS OF POLICY

*Policy No 101424 in the name of Juma Henry Madelu Adika*

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 (30) days from the date of this notice, duplicate policy will be issued, which will be the sole evidence of the contract

Nairobi,  
17th January, 1983

K S DAWOOD,  
General Manager

GAZETTE NOTICE No 407

THE PIONEER GENERAL ASSURANCE SOCIETY LIMITED

(Incorporated in Kenya)

P O Box 20333, Nairobi, Kenya

LOSS OF POLICY

*Life Assurance Policy No 336535 for K Sh 20,000 dated the 8th December 1962, in the name and on the life of James Amayo Ogwang*

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 a claiming to have interest therein, should communicate within thirty (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,  
13th January, 1983

MARSHALL GOMES,  
Director

GAZETTE NOTICE No 408

THE PIONEER GENERAL ASSURANCE SOCIETY LTD

(Incorporated in Kenya)

P O Box 20333, Nairobi, Kenya

LOSS OF POLICY

*Endowment Life Assurance Policy No 7870122 for K Sh 3,300 dated 16th August 1977 in the name and on the life of Dalmis Owili*

NOTICE is given that evidence of 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 thirty (30) days by registered post with the society, failing any such communication a certified copy of the policy, which shall be the sole evidence of contract, will be issued

Nairobi,  
3rd January, 1983

MARSHALL GOMES,  
Director

GAZETTE NOTICE No 409

THE APOLLO INSURANCE COMPANY LIMITED  
MOMBASA

(Incorporated in Kenya)

Head Office P O Box 81821, Mombasa

LOSS OF POLICY

*Policy No 010613 in the name of William M Njogu, for K Sh 10,000*

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 of this notice

S M SHAH,  
General Manager

GAZETTE NOTICE No 410

THE PAN AFRICA INSURANCE COMPANY LIMITED  
NAIROBI

(Incorporated in Kenya)

LOSS OF POLICY

*Policy No K/94531 for K Sh 7,040 on the life of Francis Mbaya S Chabari, Mutuguru Primary School, P O Box 82, Igoi Meru, 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

Nairobi,  
13th January, 1983

P Z ODIWUORY,  
Life Manager,  
P O Box 30065, Nairobi

## GAZETTE NOTICE No 411

THE PAN AFRICA INSURANCE COMPANY LIMITED  
NAIROBI

(Incorporated in Kenya)

## LOSS OF POLICY

*Policy No K/93737 for K Sh 15,000 on the life of Syrack  
Manase Gwyo Ngao Full Primary School P O Tarasaa  
Tana River, 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

Nairobi,  
10th January, 1983

P Z ODIWUORY,  
*Life Manager,*  
P O Box 30065, Nairobi

## GAZETTE NOTICE No 412

THE PAN AFRICA INSURANCE COMPANY LIMITED  
NAIROBI

(Incorporated in Kenya)

## LOSS OF POLICY

*Policy No K/111049 for K Sh 9,500 on the life of J Barare  
Oyando, P O Box 188, Keroka, 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

Nairobi,  
10th January, 1983

P Z ODIWUORY,  
*Life Manager,*  
P O Box 30065, Nairobi

## GAZETTE NOTICE No 413

THE PAN AFRICA INSURANCE COMPANY LIMITED  
NAIROBI

(Incorporated in Kenya)

## LOSS OF POLICY

*Policy No K/108634 for K Sh 10,000 on the life of Kefa  
O Abner, Ironi General Stores P O Box 860, Kisumu  
Kenya*

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

Nairobi,  
10th January 1983

P Z ODIWUORY,  
*Life Manager*  
P O Box 30065, Nairobi

## GAZETTE NOTICE No 414

THE PAN AFRICA INSURANCE COMPANY LIMITED  
NAIROBI

(Incorporated in Kenya)

## LOSS OF POLICY

*Policy No K/93333 for K Sh 7,000 on the life of Jacob Kasia  
Mwambua, Mutito Location, P O Ndoaa Kitui 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

Nairobi,  
10th January, 1983

P Z ODIWUORY,  
*Life Manager,*  
P O Box 30065, Nairobi

## GAZETTE NOTICE No 415

THE PAN AFRICA INSURANCE COMPANY LIMITED  
NAIROBI

(Incorporated in Kenya)

## LOSS OF POLICY

*Policy No K/90909 for K Sh 9,000 on the life of Joseph Mutua  
Soli, Makuani Location Machakos District, 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

Nairobi,  
10th January, 1983

P Z ODIWUORY,  
*Life Manager,*  
P O Box 30065, Nairobi

## GAZETTE NOTICE No 416

## THE RATING ACT

(Cap 267)

## THE MUNICIPAL COUNCIL OF MACHAKOS

## SITE VALUE RATES FOR 1983

PURSUANT to the provisions of section 15 of the Rating Act, notice is given that the Municipal Council of Machakos has levied a rate of  $6\frac{1}{2}$  per cent for the year 1983, on unimproved site values as shown in the 1982 Valuation Roll for Machakos Town

The above rates became due on 1st January, 1983, and are payable at the office of the Municipal Council of Machakos by not later than 31st December, 1983. Interests shall become payable at the rate of 1 per centum per month or part thereof on any rate remaining unpaid after 30th June, 1983

It is further notified for the information of the rate payers that, whilst every effort will be made to deliver to every person liable a demand note indicating the amount due, failure to deliver such a demand note will not absolve the debtor from any liability or penalty attaching to non-payment of the rates

Dated the 24th January, 1983

J M KAVALLA,  
*for Town Clerk*  
Town Hall, P O Box 262, Machakos

## GAZETTE NOTICE No 417

## THE LOCAL GOVERNMENT ACT

(Cap 265)

## BARINGO JOINT LOAN BOARD

## APPOINTMENTS

NOTICE is given that in exercise of the powers conferred by section 104, sub section 3 (b) of the Local Government Act, the County Council of Baringo appoints

Cllr Solomon Muge  
Cllr Wilfred K Chepkochei,  
Cllr Luka K Cheburet,

as members of the board representing council's interest for the period 1983/84

Dated the 7th January, 1983

D K BOIYWO,  
*Clerk to the Council*

GAZETTE NOTICE No 418

## THE LOCAL GOVERNMENT ACT

(Cap 265)

THE BUSIA TOWN COUNCIL

## FEES AND CHARGES FOR 1982

IT IS notified for the general information of the public that in exercise of the powers conferred under section 148 of the Local Government Act, the Town Council of Busia has, with the approval of the Minister for Local Government, imposed the following fees and charges

<i>Description</i>	<i>Approved 1982 Sh cts</i>
Petty trade—	
(a) Bwamani Angoromo	300 00
(b) Busia Township	350 00
Trading on private owned shops	750 00
New goods wholesalers in open markets	3,500 00
New clothes hawkers in markets	2,000 00
Second-hand clothes hawkers in markets	2,000 00
Spreading of piece goods	1,000 00
Butcheries—	
(a) Bwamani Angoromo	300 00
(b) Busia Township	450 00
Dairy co operatives	200 00
Wholesalers hawkers to shopkeepers	2,000 00
Wholesaler(s) in shops	2,000 00
Lodgings—	
(a) 1-15 rooms	500 00
(b) 16 rooms and above	600 00
Hotel keepers—	
(a) Angoromo, Bwamani	350 00
(b) Busia Township	500 00
Hotel tourist	1,500 00
Poultry sellers	200 00
Temporary hotel	300 00
Market fees—	
(a) One tin of maize and wimbi	5 00
(b) One tin of millet, etc	3 00
(c) Less than one tin (i) town	2 00
(ii) rural	1 00
(d) One bag of produce	10 00
Refuse collection	80 00
Parking fees, buses per trip	10 00
Parking fees, lorries per trip	10 00
Parking fees, taxis per trip	5 00
Parking fees trailers per trip	20 00
Canteen licence	800 00
Beer (bar) licence	600 00
Off beer licence	200 00
Bar and restaurant— (i) town	700 00
(ii) rural	500 00
Roasting of chicken	200 00
Printing press (new)	—
Barbers	300 00
Hand push carts (big)	200 00
Watch repairs	500 00
Bicycle spare parts	750 00
Bicycle repairs	300 00
Laundries	500 00
Driving school	1,000 00
Posho mills	600 00
Workshops	400 00
Sale of furniture in shops	500 00
Carpenter	300 00
Bus park attendants	250 00
Bus park hawkers	300 00
Painters	200 00
Bakery and bread hawkers	1,000 00
Garage—	
(a) big	1,000 00
(b) small	500 00
Slaughterhouse charges —	
(a) Cattle per head	35 00
(b) Pigs per head	15 00
(c) Sheep and goat per head	15 00
(d) Chicken per head	1 50
Kiosks rents per month	50 00
Porridge lice	150 00
Photo studio	1,200 00
Music store licence	400 00
Rental house Permanent—	
(a) 1-5 rooms	500 00
(b) 6 rooms and above	600 00
Rental house Semi permanent—	
(a) Iron roofs and mud walls	150 00
(b) Iron roofs and plastered walls	—
Petrol pumps only	400 00
Paraffin pump only	200 00
Petrol service	1,000 00
Application for market stalls	100 00
Application for hawkers licence	100 00
Building constructors	1,500 00
Miraa traders	250 00
Scrapmetal dealers	200 00
Books/stationery shops	400 00

<i>Description</i>	<i>Approved 1982</i>
	<i>Sh cts</i>
Timber traders	1,000 00
Juke box in bars per juke box disco	200 00
Application fee for extension of plot and additional of business	300 00
Private school	800 00
Sign writers and decorators	250 00
Hair stylist saloon	600 00
Grazing fee	100 00
Auctioneers and court brokers	1,500 00
Patent medicine	300 00
Agency licence	350 00
Washing of vehicles	200 00
Vegetables and fruits (grocers)	150 00
Electricity repairs	500 00
Hardware	1,500 00
Bicycle licence	10 00
Empty tins and bottles sellers	150 00
Hides and skins store	400 00
Hides and skins transporter	1,000 00
Shoe shine boys	200 00
Securicor agents	500 00
Cemetries burial fees per body—	
(a) Adult	100 00
(b) Child	75 00
Miscellaneous hawkers licence	400 00
Wholesalers and distributors—	
(a) Soda	1,200 00
(b) Foodstuff agents	1,200 00
(c) Beer sub-agents	1,200 00
Night clubs depot	1,200 00
Hire of social hall—	
(a) to hold a meeting	50 00
(b) to perform a play	100 00
(c) to hold a dance	250 00
Radio repairs	400 00
Mobile dairy	100 00
Shoe makers and sellers	300 00
Shoe repairs	200 00
Blacksmith	1,000 00
Tinsmith	1,000 00
Eggs hawkers retail and wholesale	250 00
Stock traders	300 00
Brick and block layers	300 00
Native tobacco traders	150 00
Basket hawkers	150 00
Ropes, small scale	200 00
Ropes, large scale	350 00
Pot hawkers	60 00
Sisal buyers, general	400 00
Sisal buyers per market	200 00
Sand and stones	400 00
Herbalist, large scale	300 00
Produce buyer licence per store	700 00
Nylon gunia and Manila	150 00
Approval of building plans (private)	600 00
Sale of council plan	400 00
Clearance certificate (land sales)	300 00
Search fees for duplicate receipt	50 00
Knitting—	
(a) Machine (women)	200 00
(b) Hand	150 00
Tape recorder sellers	250 00
Special survey	400 00
Akala shoes makers	100 00
Sales of salt (chumvi)	100 00
Sale of paraffin	100 00
Sale of molasses (large quantity)	1,500 00
Stock sales—	
(a) Sheep and goats	4 00
(b) Cattle entry	7 50
(c) Cattle sale	7 50
Application for renewal of licence	10 00
Penalty for late renewal of licence	50 00
Sale of picture frames	200 00
Application fee for change of user	250 00
Site value rate	42%
Tobacco distributors (cigarettes)	New
Sub agents	New
Exhauster fees—	
(a) Busia Town	750 00
(b) Outside Busia Town	1,500 00
(c) In other district	3,000 00
and thereafter—	
Sh 20 per kilometer	
Sh 25 per kilometer	
Sh 30 per kilometer	

Dated the 14th January, 1983

P OKWARO,  
Town Clerk,  
Busia Town Council

## GAZETTE NOTICE No 419

OFFICE OF THE PRESIDENT  
SUPPLIES BRANCH

## TENDER No 2/83—CHARCOAL AND KAHAWA COAL

TENDERS are invited for the supply of the above items to government ministries/departments as and when required for the period ending 31st December, 1984

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

Tenders should be enclosed in plain sealed envelopes marked "Tender No 2/83—Supply of Charcoal and Kahawa Coal" and addressed to reach the undersigned at P O Box 78168, Nairobi or be placed into the tender box at the entrance to our office block, Likoni Road, on or before Friday, 18th February, 1983, 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 stipulate to the contrary

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

K A MAINA,  
*Officer-in-Charge,  
Supplies Branch*

## GAZETTE NOTICE No 420

OFFICE OF THE PRESIDENT  
DEPARTMENT OF DEFENCE

## TENDER NOTICE

TENDERS are invited for the supply/manufacture of the following items to the Armed Forces during the fiscal year 1982/83

## Tender Nos

DOD/411/1 (142) 82 83 —Manufacture/supply of padlocks

DOD/411/1 (143) 82 83 —Manufacture/supply of fibre board/plastic film tubing etc

Tender forms showing details of quantities and specifications may be obtained from the office of the SO I Supply, Department of Defence, Ulinzi House, P O Box 40668, Nairobi. Completed tender documents to be enclosed in plain, sealed envelope marked with tender number shown above and posted to SO I Supply, Department of Defence P O Box 40668, Nairobi, or if delivered to box at Ulinzi House, ground floor, so as to reach him not later than 2 p.m. on 9th February, 1983

Tender forms will be issued against payment of non-refundable deposit of K Sh 30. The tender deposit should be paid by banker's cheque, money order or cash in Kenya shillings payable to Armed Forces Cashier, P O, Box 44024, Nairobi

The Department of Defence is not bound to accept the lowest or any tender

## GAZETTE NOTICE No 421

MINISTRY OF ENVIRONMENT AND NATURAL  
RESOURCES

## TENDER NOTICE No 5/82-83

## Supply of Water Pumps and Engines

TENDERS are invited for the supply of 16 water pumps and engines

Tender documents with conditions of contracts, schedules of requirements, and specifications may be obtained from the Supplies Officer, Central Stores Karura, P O Box 30126, Nairobi, one kilometre from Muthaiga round about, off Kiambu Road, either personally or against written application and on payment of non refundable deposit of K Sh 50

The completed documents showing bid prices against each item as unit price and means of delivery specified in the tender must be enclosed in a plain sealed envelope marked "Tender Notice No 5/82 83—Supply of Water Pumps and Engines" and addressed to the Supplies Officer, Central Stores Karura, P O Box 30126, Nairobi or be placed in the tender box situated outside the stores offices at Karura so as to reach him not later than 10 a.m. on 18th February, 1983, after which time the tender closes and opening starts thereafter

The government reserves the right to accept any tender either wholly or in part and does not bind itself to accept the lowest or any tender or give reasons for its rejection

M M OLE NCHARO,  
*for Permanent Secretary*

## GAZETTE NOTICE No 422

MINISTRY OF TOURISM AND WILDLIFE  
WILDLIFE CONSERVATION AND MANAGEMENT  
DEPARTMENT

## TENDER No 22/82-83 —SUPPLY OF MINI-HUTS

TENDERS are invited for the supply of the following mini-huts

Seventy five (75) demountable round huts fabricated in high grade 22 gauge galvanized steel resistable to corrosion with the following panel specifications

## Panel Specification

Floor area	— 87 sq ft
Diameter	— 10 ft 6 in
Height at eaves	— 5 ft 10 in
Height at centre	— 9 ft

One door and 2 windors

Seventy-five (75) demountable oval huts fabricated in high grade 22 gauge galvanized steel resistable to corrosion

## Panel Specification

Floor area	— 145 sq ft
Height at eaves	— 5 ft 9 in
Centre height	— 9 ft
Cubic capacity approx	— 1000 cu ft
Weight approx	— 370 kg

One door and two windows

Period of delivery must not exceed sixty (60) days

Tenders should be submitted to the Permanent Secretary, Ministry of Tourism and Wildlife, P O Box 30027, Nairobi, or deposited in Kencom House, 2nd floor, Room No 25, not later than 10 a.m. on Tuesday, 21st February, 1983. The government is not bound to accept the lowest or any tender

T K NGA

## GAZETTE NOTICE No 423

## MINISTRY OF LIVESTOCK DEVELOPMENT

## TENDER NOTICES

## Tender Nos

17/82-83 —Nitrogen—3 asn and single super phosphates

18/82-83 —Laboratory equipment

19/82 83 —Farm implements

20/82-83 —Repair and overhaul mse 50 centrifuge

TENDERS are invited for the supply and servicing of the items shown above during the current financial year. Prices quoted must be net and expressed in Kenya shillings

Tender documents, giving necessary details should be collected from the undersigned or sent on written request upon payment of unrefundable charge of K Sh 20 per set of two

Tenders must be enclosed in plain sealed envelopes marked "Tender No (as above)" and must be accompanied by samples and/or brochures and addressed to reach the undersigned at P O Box 68228, Nairobi, or be placed in the tender box at the entrance to Kilimo House, ground floor, not later than 24th February, 1983, at 10 a.m.

Prices quoted must remain valid for ninety (90) days after the closing date of the tender. The government reserves the right to accept or reject any tender either wholly or in part and does not bind itself to accept the lowest or any tender or to give reasons for its rejection

J NYAMU,  
*Senior Supplies Officer  
for Permanent Secretary*

## GAZETTE NOTICE NO 418

## THE LOCAL GOVERNMENT ACT

(Cap 265)

## THE BUSIA TOWN COUNCIL

## FEES AND CHARGES FOR 1982

IT IS notified for the general information of the public that in exercise of the powers conferred under section 148 of the Local Government Act, the Town Council of Busia has, with the approval of the Minister for Local Government, imposed the following fees and charges

Description	Approved 1982 Sh cts
Petty trade—	
(a) Bwamani, Angoromo	300 00
(b) Busia Township	350 00
Trading on private owned shops	750 00
New goods wholesalers in open markets	3,500 00
New clothes hawkers in markets	2,000 00
Second-hand clothes hawkers in markets	2,000 00
Spreading of piece goods	1,000 00
Butcheries—	
(a) Bwamani, Angoromo	300 00
(b) Busia Township	450 00
Dairy co-operatives	200 00
Wholesalers hawkers to shopkeepers	2,000 00
Wholesaler(s) in shops	2,000 00
Lodgings—	
(a) 1-15 rooms	500 00
(b) 16 rooms and above	600 00
Hotel keepers—	
(a) Angoromo, Bwamani	350 00
(b) Busia Township	500 00
Hotel, tourist	1,500 00
Poultry sellers	200 00
Temporary hotel	300 00
Market fees—	
(a) One tin of maize and wimbi	5 00
(b) One tin of millet, etc	3 00
(c) Less than one tin (i) town	2 00
(ii) rural	1 00
(d) One bag of produce	10 00
Refuse collection	80 00
Parking fees, buses per trip	10 00
Parking fees, lorries per trip	10 00
Parking fees, taxis per trip	5 00
Parking fees, trailers per trip	20 00
Canteen licence	800 00
Beer (bar) licence	600 00
Off beer licence	200 00
Bar and restaurant— (i) town	700 00
(ii) rural	500 00
Roasting of chicken	200 00
Printing press (new)	
Barbers	200 00
Hand push carts (big)	200 00
Watch repairs	500 00
Bicycle spare parts	750 00
Bicycle repairs	300 00
Laundries	500 00
Driving school	1,000 00
Posho mills	600 00
Workshops	400 00
Sale of furniture in shops	500 00
Carpenter	300 00
Bus park attendants	250 00
Bus park hawkers	300 00
Painters	200 00
Bakery and bread hawkers	1,000 00
Garage—	
(a) big	1,000 00
(b) small	500 00
Slaughterhouse charges—	
(a) Cattle per head	35 00
(b) Pigs per head	15 00
(c) Sheep and goat per head	15 00
(d) Chicken per head	1 50
Kiosks rents per month	50 00
Porridge lice	150 00
Photo studio	1,200 00
Music store licence	400 00
Rental house Permanent—	
(a) 1-5 rooms	500 00
(b) 6 rooms and above	600 00
Rental house Semi-permanent—	
(a) Iron roofs and mud-walls	150 00
(b) Iron roofs and plastered walls	—
Petrol pumps only	400 00
Paraffin pump only	200 00
Petrol service	1,000 00
Application for market stalls	100 00
Application for hawkers licence	100 00
Building constructors	1,500 00
Miraa traders	250 00
Scrapmetal dealers	200 00
Books/stationery shops	400 00

Description	Approved 1982 Sh cts
Timber traders	1,000 00
Juke box in bars per juke box disco	200 00
Application fee for extension of plot and additional of business	300 00
Private school	800 00
Sign writers and decorators	250 00
Hair stylist saloon	600 00
Grazing fee	100 00
Auctioneers and court brokers	1,500 00
Patent medicine	300 00
Agency licence	350 00
Washing of vehicles	200 00
Vegetables and fruits (grocers)	150 00
Electricity repairs	500 00
Hardware	1,500 00
Bicycle licence	10 00
Empty tins and bottles sellers	150 00
Hides and skins store	400 00
Hides and skins transporter	1,000 00
Shoe shine boys	200 00
Securicor agents	500 00
Cemetries burial fees per body—	
(a) Adult	100 00
(b) Child	75 00
Miscellaneous hawkers licence	400 00
Wholesalers and distributors—	
(a) Soda	1,200 00
(b) Foodstuff agents	1,200 00
(c) Beer sub-agents	1,200 00
Night clubs depot	1,200 00
Hire of social hall—	
(a) to hold a meeting	50 00
(b) to perform a play	100 00
(c) to hold a dance	250 00
Radio repairs	400 00
Mobile dairy	100 00
Shoe makers and sellers	300 00
Shoe repairs	200 00
Blacksmith	1,000 00
Tinsmith	1,000 00
Eggs hawkers retail and wholesale	250 00
Stock traders	300 00
Brick and block layers	300 00
Native tobacco traders	150 00
Basket hawkers	150 00
Ropes, small scale	200 00
Ropes, large scale	350 00
Pot hawkers	60 00
Sisal buyers, general	400 00
Sisal buyers per market	200 00
Sand and stones	400 00
Herbalist, large scale	300 00
Produce buyer licence per store	700 00
Nylon gunia and Manila	150 00
Approval of building plans (for 4 years)	600 00
Clearance certificate (land sales)	400 00
Search fees for duplicate receipt	300 00
Knitting—	50 00
(a) Machine (women)	200 00
(b) Hand	150 00
Tape recorder sellers	250 00
Special survey	400 00
Akala shoes makers	100 00
Sales of salt (chumvi)	100 00
Sale of paraffin	100 00
Sale of molasses (large quantity)	1,500 00
Stock sales—	
(a) Sheep and goats	4 00
(b) Cattle entry	7 50
(c) Cattle sale	7 50
Application for renewal of licence	10 00
Penalty for late renewal of licence	50 00
Sale of picture frames	200 00
Application fee for change of user	250 00
Site value rate	42%
Tobacco distributors (cigarettes)	New
Sub-agents	New
Exhauster fees—	
(a) Busia Town	750 00
(b) Outside Busia Town	1,500 00
(c) In other district	3,000 00
and thereafter—	
Sh 20 per kilometer	
Sh 25 per kilometer	
Sh 30 per kilometer	

Dated the 14th January, 1983

P OKWARO,  
Town Clerk,  
Busia Town Council

## GAZETTE NOTICE No 419

OFFICE OF THE PRESIDENT  
SUPPLIES BRANCH

## TENDER No 2/83—CHARCOAL AND KAHAWA COAL

TENDERS are invited for the supply of the above items to government ministries/departments as and when required for the period ending 31st December, 1984

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

Tenders should be enclosed in plain sealed envelopes marked "Tender No 2/83—Supply of Charcoal and Kahawa Coal" and addressed to reach the undersigned at P O Box 78168, Nairobi, or be placed into the tender box at the entrance to our office block, Likoni Road, on or before Friday, 18th February, 1983, 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 stipulate to the contrary

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

K A MAINA,  
Officer-in-Charge,  
Supplies Branch

## GAZETTE NOTICE No 420

OFFICE OF THE PRESIDENT  
DEPARTMENT OF DEFENCE

## TENDER NOTICE

TENDERS are invited for the supply/manufacture of the following items to the Armed Forces during the fiscal year 1982/83

## Tender Nos

DOD/411/1 (142) 82-83 —Manufacture/supply of padlocks

DOD/411/1 (143) 82-83 —Manufacture/supply of fibre board/plastic film tubing etc

Tender forms showing details of quantities and specifications may be obtained from the office of the SO I Supply, Department of Defence, Ulinzi House, P O Box 40668, Nairobi. Completed tender documents to be enclosed in plain, sealed envelope marked with tender number shown above and posted to SO I Supply, Department of Defence, P O Box 40668, Nairobi, or if delivered personally should be put in the tender box at Ulinzi House, ground floor, so as to reach him not later than 2 p.m. on 9th February, 1983

Tender forms will be issued against payment of non-refundable deposit of K Sh 30. The tender deposit should be paid by banker's cheque, money order or cash in Kenya shillings payable to Armed Forces Cashier, P O Box 44024, Nairobi

The Department of Defence is not bound to accept the lowest or any tender

## GAZETTE NOTICE No 421

MINISTRY OF ENVIRONMENT AND NATURAL  
RESOURCES

## TENDER NOTICE No 5/82-83

## Supply of Water Pumps and Engines

TENDERS are invited for the supply of 16 water pumps and engines

Tender documents with conditions of contracts, schedules of requirements, and specifications may be obtained from the Supplies Officer, Central Stores Karura, P O Box 30126, Nairobi, one kilometre from Muthaiga round about, off Kiambu Road, either personally or against written application and on payment of non-refundable deposit of K Sh 50

The completed documents showing bid prices against each item as unit price and means of delivery specified in the tender must be enclosed in a plain sealed envelope marked "Tender Notice No 5/82-83—Supply of Water Pumps and Engines" and addressed to the Supplies Officer, Central Stores Karura, P O Box 30126, Nairobi, or be placed in the tender box situated outside the stores offices at Karura so as to reach him not later than 10 a.m. on 18th February, 1983, after which time the tender closes and opening starts thereafter

The government reserves the right to accept any tender either wholly or in part and does not bind itself to accept the lowest or any tender or give reasons for its rejection

M M OLE NCHARO,  
for Permanent Secretary

## GAZETTE NOTICE No 422

MINISTRY OF TOURISM AND WILDLIFE  
WILDLIFE CONSERVATION AND MANAGEMENT  
DEPARTMENT

## TENDER No 22/82-83 —SUPPLY OF MINI-HUTS

TENDERS are invited for the supply of the following mini-huts

Seventy-five (75) demountable round huts fabricated in high grade 22 gauge galvanized steel resistable to corrosion with the following panel specifications

## Panel Specification

Floor area	— 87 sq ft
Diameter	— 10 ft 6 in
Height at eaves	— 5 ft 10 in
Height at centre	— 9 ft

One door and 2 windors

Seventy-five (75) demountable oval huts fabricated in high grade 22 gauge galvanized steel resistable to corrosion

## Panel Specification

Floor area	— 145 sq ft.
Height at eaves	— 5 ft 9 in
Centre height	— 9 ft.
Cubic capacity approx	— 1000 cu ft
Weight approx	— 370 kg

One door and two windows

Period of delivery must not exceed sixty (60) days

Tenders should be submitted to the Permanent Secretary, Ministry of Tourism and Wildlife, P O Box 30027, Nairobi, or deposited in Kencom House, 2nd floor, Room No 25, not later than 10 a.m. on Tuesday, 21st February, 1983. The government is not bound to accept the lowest or any tender

T K NG'AMBA,  
for Permanent Secretary

## GAZETTE NOTICE No 423

## MINISTRY OF LIVESTOCK DEVELOPMENT

## TENDER NOTICES

## Tender Nos

- 17/82-83 —Nitrogen—3 asn and single super phosphates
- 18/82-83 —Laboratory equipment
- 19/82-83 —Farm implements
- 20/82-83 —Repair and overhaul mse 50 centrifuge

TENDERS are invited for the supply and servicing of the items shown above during the current financial year. Prices quoted must be net and expressed in Kenya shillings

Tender documents, giving necessary details should be collected from the undersigned or sent on written request upon payment of unrefundable charge of K Sh 20 per set of two

Tenders must be enclosed in plain, sealed envelopes marked "Tender No (as above)" and must be accompanied by samples and/or brochures and addressed to reach the undersigned at P O Box 68228, Nairobi, or be placed in the tender box at the entrance to Kilimo House, ground floor, not later than 24th February, 1983, at 10 a.m.

Prices quoted must remain valid for ninety (90) days after the closing date of the tender. The government reserves the right to accept or reject any tender either wholly or in part and does not bind itself to accept the lowest or any tender or to give reasons for its rejection

J NYAMU,  
Senior Supplies Officer  
for Permanent Secretary

## GAZETTE NOTICE No 322

MINISTRY OF TRANSPORT AND COMMUNICATIONS  
DIRECTORATE OF CIVIL AVIATION

TENDER No CAV 5/82 83

NOTICE OF INVITATION TO TENDER No 1875 ISSUED BY THE  
REPUBLIC OF KENYA FOR A PROJECT (No 5100 45 94 078)  
FINANCED BY THE EUROPEAN ECONOMIC COMMUNITY  
EUROPEAN DEVELOPMENT FUND

*Aeronautical Telecommunications in the Indian Ocean  
Participation (open invitation to tender)*

PARTICIPATION is open on equal terms to all natural and legal persons of the member states of the European Economic Community or of the A C P states signatories to the Lome II Convention. The tenderer shall remain bound by his tender for a period of 120 days as from the final date for the lodging of the tenders.

**Subject**—Supply and assembly of the telecommunications equipment, power equipment and miscellaneous equipment and execution of works and services necessary for the establishment of a regional telecommunications system to assist air navigation.

Any variation may be proposed within the limits provided for in the invitation to tender documents.

**Purchase of invitation to tender dossier**—In English only, may be obtained from Sofreavia, 75, rue de la Boetie, 75008 Paris, France, from which additional information may also be obtained.

**Price of dossier** FF 1,500 or, 230 ECU

**Method of payment** by banker's draft made out to Sofreavia, 75, rue de la Boetie, 75008 Paris, France.

The draft must be drawn by one bank on another bank in favour of the seller.

**Inspection of dossier**—The documents relating to the invitation to tender may be examined at the following addresses:

(a) Director of Civil Aviation, P O Box 30163, Nairobi, Kenya (office of the Assistant Director, Telecommunications, E A C Building, Room 463) from which additional information may also be obtained.

(b) Commission of the European Communities, Directorate General for Development, rue de la Loi, 200-B 1049 Brussels.

(c) Information Offices of the European Communities in  
D 5300 Bonn, Zitelmannstrasse 22, NL The Hague, Lange Voorhout 29, L Luxemburg, Chambre de Commerce, 7, rue Alcide de Gasperi, BP 1503, F 75782 Paris Cedex 16, 61, rue de Belles Feuilles, 7-00187 Rome, Via Poli 29, DK-1596 Copenhagen V, Industriradet, H C Andersens Bd 18, IRL-Dublin 2, 39 Molesworth Street, UK-London W8 4QQ, 20 Kensington Palace Gardens, GR Thina 134, 2 Vassilissis Sofias, TK 1602.

**Tenders**—Should be sent to Director of Civil Aviation, P O Box 30163, Nairobi, Kenya, to arrive at the latest by 14th March, 1983, at 3 p m local time.

Completed tenders may be placed in the tender box in the office of the Director of Civil Aviation, Room No 433.

The tenders will be opened at Nairobi on 17th March, 1983, at 10 a m local time.

J P AYUGA,  
for Director of Civil Aviation

## GAZETTE NOTICE No 325

## MINISTRY OF TOURISM AND WILDLIFE

TENDER No 13/82 83

*Supply and Erection of Game Proof Fencing*

INTERNATIONAL tenders are invited from qualified applicants with proven experience to supply and erect game proof fences in the following areas:

**Meru National Park**—Approx 20 km

A combination of a nine (9) strand high tensile suspension fence complemented by a further five (5) electrified solar powered wires and supported by galvanized treated posts to a height of 2.3 metres above ground level.

**Shimba Hills National Reserve**—Approx 20 km

A thirteen (13) strand high tensile steel wire suspension fence supported by steel posts to a height of 2.5 metres above ground level.

**Naivasha Wildlife and Fisheries Training Institute**—Approx 18 km

A chain link fence with a barbed wire gallery supported by a concrete or wooden posts to a height of 1.83 metres above ground level.

Tender documents giving the necessary details should be collected from Room No 36, Kencom House, second floor, during normal working hours or sent on written request upon payment of unrefundable charge of K Sh 100.

Tenders must be enclosed in plain sealed envelopes marked "Tender No 13/82-83—Supply and Erection of Game Proof Fencing" and addressed to the Permanent Secretary, Ministry of Tourism and Wildlife, P O Box 30027, Nairobi, or be placed into tender box in Room No 25, second floor, Kencom House, on or before 21st February, 1983, at 11 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.

T K NGAAMBA,  
for Permanent Secretary

## GAZETTE NOTICE No 326

## MINISTRY OF TOURISM AND WILDLIFE

TENDER No 14/82-83

*Construction of Game Proof Trench*

TENDERS are invited from suitably qualified contractors for digging of game proof trench measuring 15 miles long at Kipipiri area in Nyandarua District.

Tender conditions and specifications may be obtained from Kencom House, 2nd Floor Room No 36 during normal working hours on payment of a non refundable fee of K Sh 20.

Tenders must be enclosed in plain sealed envelopes marked "Tender No 14/82-83—Construction of Game Proof Trench" and addressed to the Permanent Secretary, Ministry of Tourism and Wildlife, P O Box 30027, Nairobi, or be placed into the tender box in Room 25, 2nd Floor, Kencom House on or before 4th February, 1983, at 4 30 p m.

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

T K NGAAMBA,  
for Permanent Secretary

## GAZETTE NOTICE No 327

## MINISTRY OF TOURISM AND WILDLIFE

## EXTENSION OF TENDERING TIME

TENDER No 15/82 83—FOR ERECTION OF GAME PROOF  
ELECTRIC FENCES

ALL intending tenderers are advised that the closing date for the above tender has been extended to 4 30 p m on Friday, 14th February, 1983.

Those who have paid and collected tender documents on or before 10th January, 1983, are advised that a binding error has been discovered in the Mt Elgon National Park and the Laikipia West documents already handed out. They are also advised to return the documents in exchange of correct ones, and also bring along the original receipt as a proof of payment. No extra payment will be charged.

All other conditions pertaining to the tender notice remain unchanged.

T K NGAAMBA,  
for Permanent Secretary

## GAZETTE NOTICE No 424

MINISTRY OF TRANSPORT AND COMMUNICATIONS  
KENYA METEOROLOGICAL DEPARTMENT*Tender Nos*

Met 7/82 83—Supply of meteorological instruments and equipment

Met 8/82-83—Supply of workshop machinery and tools

TENDERS are invited for the supply of meteorological instruments and equipment and workshop machinery and tools to the Kenya Meteorological Department headquarters, Dagoretti Corner, Nairobi

Tender documents with details of specifications can be obtained from the Senior Supplies Officer at the department headquarters. Tenderers will be required to pay a non-refundable fee of K Sh 20 for the tender documents

Prices quoted must be inclusive of duty and sales tax and expressed in Kenya shillings, delivered at the headquarters and must remain valid for ninety (90) days from the closing date

Tenders in plain sealed envelopes clearly marked "Tender No Met 7/82 83—Supply of Meteorological Instruments and Equipment" and "Tender No Met 8/82 83—Supply of Workshop Machinery and Tools" should be addressed to the Director, Kenya Meteorological Department, P O Box 30259, Nairobi or be put into a tender box provided at the headquarters, Dagoretti Corner, on or before 10 a.m. on 4th February, 1983

The government is not bound to accept the lowest or any tender and reserves the right to accept or reject any item in tender in whole or in part

A L ALUSA,  
*for Director*

## GAZETTE NOTICE No 425

## DISSOLUTION OF PARTNERSHIP

NOTICE is given that the partnership heretofore subsisting between (1) Lalji Karsan Vishram, (2) Mansukh Khimji Ramji and (3) Harji Karsan Kerai carrying on business at River Road, P O Box 22862, Nairobi in the Republic of Kenya, under the firm name or style of Kaka Manufacturers, has been dissolved by mutual consent as from the 1st January, 1983, by the retirement therefrom of the said Harji Karsan Kerai

The aforesaid business as from the 1st January, 1983, will be carried on by the continuing partners Lalji Karsan Kerai and Mansukh Khimji Ramji under the same name and style and at the same place

All debts due to and owing by the said firm will be received and paid by the aforesaid continuing partners

Dated at Nairobi the 18th January, 1983

LALJI KARSAN VISHRAM AND  
MANSUKH KHIIMJI RAMJI,  
*Continuing Partners*

HARJI KARSAN KERAI  
*Retiring Partner*

## GAZETTE NOTICE No 426

## NOTICE OF CHANGE OF NAME

NOTICE is given that by a deed poll dated the 30th December, 1982, registered in the Registry of Documents at Nairobi in Volume DI, Folio 729, and executed by Kairu Nguru, of P O Box 51, Gatundu, Karatu Sub-location, Ndarugu Location in the Republic of Kenya, formerly called and known by the name of Gitonga Karanja, formally and absolutely renounced and abandoned the use of his said former name of Gitonga Karanja and in lieu thereof assumed and adopted the name of Kairu Nguru, describe and address him by his new name of Kairu Nguru

Dated at Nairobi the 30th December, 1982

KAIRU NGURU,  
*formerly known as Gitonga Karanja*

## GAZETTE NOTICE No 427

## NOTICE OF CHANGE OF NAME

NOTICE is given that by a deed poll dated the 27th August, 1982, registered in the Registry of Documents at Nairobi in Volume DI, Folio 725/1768, File DXVI, and duly executed by my client Burhanuddin Sadiq Ali Ghulam Hussein, of P O Box 46096, Nairobi in the Republic of Kenya heretofore called and known by the name of Iqbal Hussein Sadiq Ali Ghulam Hussein has formally and absolutely renounced and abandoned the use of his said name Iqbal Hussein Sadiq Ali Ghulam Hussein and in lieu thereof assumed and adopted the name of Burhanuddin Sadiq Ali Ghulam Hussein for all purposes and, on behalf of my client Burhanuddin Sadiq Ali Ghulam Hussein, I authorize and request all persons to designate, describe and address him by such assumed name of Burhanuddin Sadiq Ali Ghulam Hussein only

Dated at Nairobi the 14th January, 1983

RAMESH MANEK,  
*Advocate for Burhanuddin Sadiq Ali Ghulam Hussein,  
formerly known as  
Iqbal Hussein Sadiq Ali Ghulam Hussein*

## GAZETTE NOTICE No 428

## NOTICE OF CHANGE OF NAME

I, Charity Muthoni Ngugi, of P O Box 30231, Nairobi, Kenya, formerly known as Charity Muthoni Muthoga do give public notice that by deed poll dated the 10th January, 1983, and registered in the Registry of Documents in Volume DI, Folio 730/1827, File DXVI, and duly executed by me, I have absolutely renounced and abandoned the use of my said former name of Charity Muthoni Muthoga and in lieu thereof adopted and assumed the name of Charity Muthoni Ngugi for all purposes and I authorize and request all persons at all times to designate, describe and address me by the assumed name of Charity Muthoni Ngugi

Dated at Nairobi the 17th January, 1983

CHARITY MUTHONI NGUGI,  
*formerly known as Charity Muthoni Muthoga*

## GAZETTE NOTICE No 429

## NOTICE OF CHANGE OF NAME

TAKE NOTICE that by a deed poll dated the 29th April 1982, duly executed and registered in the Registry of Documents at Nairobi in Volume DI, Folio 710/1575, File DXVI by our client, Julius Kiar D Nyamu, of P O Box 153, Kakamega in the Republic of Kenya, heretofore called Julius Justus Kiar or Julius Justus Nyamu has formally and absolutely renounced and abandoned the use of his former name of Julius Justus Kiar or Julius Justus Nyamu for all purposes and in lieu thereof assumed and adopted the name of Julius Kiar D Nyamu. All persons are authorized and requested at all times to designate him by his new name of Julius Kiar D Nyamu

Dated at Thika the 20th January, 1983

G J AMIN & PATEL,  
*Advocates for Julius Kiar D Nyamu  
formerly known as Julius Justus Kiar  
or Julius Justus Nyamu*

## GAZETTE NOTICE No 430

## NOTICE OF CHANGE OF NAME

I, Njoroge Kinuthia, of P O Box 16182, Nairobi in the Republic of Kenya, formerly known as Gachema Wainaina, give public notice that by a deed poll dated the 10th December, 1982, duly executed by me, and registered in the Registry of Documents in Nairobi, under Presentation No 510, Volume DI, Folio 728/1800 File No DXVI I renounced and abandoned the use of my former name of Gachema Wainaina and assumed in lieu thereof, the name Njoroge Kinuthia, and I authorize and request all persons to designate and address me by such assumed name of Njoroge Kinuthia

Dated at Nairobi the 24th January, 1983

NJOROGE KINUTHIA,  
*formerly known as Gachema Wainaina*

## GAZETTE NOTICE NO 431

## THE GOVERNMENT LANDS ACT

(Cap 280)

## PLOTS FOR ALLOCATION, VOI TOWNSHIP

THE Commissioner of Lands invites applications for alienation of plots on the above township as described in the schedules hereto. A plan of the plots may be seen in the Public Map Office, Lands Office Building, City Square, Nairobi, or obtained therefrom on payment of K Sh 10.

2 Applications should be submitted to the Commissioner of Lands through the District Commissioner, P O Wundanyi, stating the plots required in the order of preference. The applications must be on prescribed forms which are available from the Lands Department or from the District Commissioner's office, Wundanyi.

3 Applications must reach the District Commissioner on or before Monday, 28th February, 1983 accompanied by deposit of K Sh 1,000 in cash, money order, postal order or banker's cheque which will be dealt with as follows:

- (a) If the applicant is offered and takes up the plot within thirty (30) days as required herein, the deposit will be credited to him.
- (b) If the applicant is successful but fails to take up and pay for the plot offered within the specified period, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereof.
- (c) If the applicant is unsuccessful the deposit will be refunded.

4 Each application should be accompanied by a statement indicating:

- (a) The amount of capital available for the development of the plot, attach a bank statement or letter from a bank or any other financial institution indicating the amount of development loan they are prepared to give you if you are allocated with a plot.
- (b) The amount of capital available for the purchase of the plot.
- (c) The manner in which it is proposed to raise the balance required for development, if any.
- (d) Full details of commercial and/or residential properties owned by the applicant in this township.
- (e) Individual applicants should quote their nationalities and in case of companies, names of directors and a photo stat copy of registration certificate must be attached.

5 The successful applicant of a plot shall pay to the Commissioner of Lands within thirty (30) days of notification that his/her/their application has been successful, the stand premium, initial annual rent with conveyancing stamp duty, survey and registration fees. In default of payment within the specified period the Commissioner of Lands shall cancel the allocation of the plot and the allottee shall have no claim to the plot or the deposit paid on application.

*General Conditions*

THE grant will be made under the provisions of the Government Lands Act and title will be issued under the Registration of Titles Act (Cap 281).

2 The grant will be issued in the name of the allottee as given in the letter of application.

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

*Special Conditions*

NO building shall be erected on the land nor shall additions external alterations be made to any building otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the local authority. The Commissioner of Lands shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.

2 The grantee shall within six calendar months of the actual registration of the grant submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the positions of the building and a system of drainage for disposing of sewage, surface and sullage water) drawings, elevations and specifications of the building the grantee proposes to erect on the land and shall within 24 months of the said actual registration of the grant complete the erection of such buildings and the construction of the drainage systems in conformity with plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner

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

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

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

Provided further that if such notice as aforesaid shall be given—

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

5 The land and buildings shall only be used for the purposes specified in the schedules hereto.

6 The buildings shall not cover a greater or a lesser area of the land as may be laid down by local authority in its by-laws, but not more than 50 per cent for shops, offices and flats and 75 per cent for shops and offices and 90 per cent for industrial user.

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

8 The grantee shall not subdivide the land.

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

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

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

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

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

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

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

**SCHEDULE "A"**  
**RESIDENTIAL PLOTS**

Plot No	Area (Approx)	Stand Premium	Annual Rent	Road Charges (Initial Contribution)	Survey Fees
	<i>Acre(s)</i>	<i>Sh</i>	<i>Sh</i>	<i>Sh</i>	<i>Sh</i>
1	0 130	2,600	520	On	1,060
3	0 140	2,700	540	demand	1,060
7	0 150	2,800	560	,	1 060
11	0 170	3 000	600	,	1 060
12	0 160	3 000	560	,	1,060
13	0 150	2,800	560	,	1,060
14	0 150	2,800	560	,	1,060
15	0 150	2,800	560	,	1,060
16	0 160	2,800	560	,	1,060
17	0 160	2,800	560	,	1,060
18	0 160	2,800	560	,	1,060
19	0 160	2,800	560	,	1,060
20	0 160	2,800	560	,	1,060
21	0 170	3,000	600	,	1,060
22	0 170	3,000	600	,	1,060
23	0 150	2,800	560	,	1 060
24	0 150	2,800	560	,	1,060
25	0 150	2,800	560	,	1,060
26	0 160	2,800	560	,	1,060
27	0 70	1,400	280	,	1,060
28	0 220	3,400	680	,	1,060
29	0 170	3,000	600	,	1,060
30	0 150	2,800	560	,	1,060
31	0 150	2,800	560	,	1,060
32	0 150	2,800	560	,	1,060
33	0 160	2,800	560	,	1,060
34	0 160	2,800	560	,	1,060

**SCHEDULE "B"**

**INDUSTRIAL PLOTS**

Plot No	Area (Approx)	Stand Premium	Annual Rent	Road Charges (Initial Contribution)	Survey Fees
	<i>Acre(s)</i>	<i>Sh</i>	<i>Sh</i>	<i>Sh</i>	<i>Sh</i>
1	0 20	8,000	1,600	On	1,060
2	0 19	7,600	1,520	demand	1,060
3	0 20	8,000	1,600	,	1,060
4	0 19	7,600	1,520	,	1,060
5	0 17	6,800	1 360	,	1 060
6	0 16	6,400	1,280	,	1,060
7	0 19	7,600	1,520	,	1,060
8	0 22	8,000	1,600	,	1,060
9	0 18	7 200	1,440	,	1,060
10	0 13	4,800	960	,	1,060
11	0 20	8,000	1,600	,	1,060
12	0 20	8,000	1,600	,	1,060
13	0 16	6,400	1,280	,	1,060
14	0 20	8,000	1,600	,	1 060
15	0 20	8,000	1,600	,	1,060
16	0 80	3 200	640	,	1,060

**SCHEDULE "C"**

**COMMERCIAL PLOTS**

Plot No	Area (Approx)	Stand Premium	Annual Rent	Road Charges (Initial Contribution)	Survey Fees
	<i>Acre(s)</i>	<i>Sh</i>	<i>Sh</i>	<i>Sh</i>	<i>Sh</i>
36	0 045	4,500	900	On	1,060
37	0 045	4,500	900	demand	1,060
38	0 045	4,500	900	,	1,060
39	0 050	5,000	1 000	,	1,060
40	0 045	4,500	900	,	1 060
41	0 050	5,000	1 000	,	1 060
43	0 045	4,500	900	,	1,060
44	0 045	4,500	900	,	1 060
45	0 045	4,500	900	,	1 060
46	0 045	4,500	900	,	1 060
47	0 045	4,500	900	,	1,060
48	0 045	4,500	900	,	1 060
49	0 052	5 200	1,040	,	1,060

GAZETTE NOTICE No 432

**THE GOVERNMENT LANDS ACT**  
**(Cap 280)**

GARSIN TOWNSHIP, TANA RIVER DISTRICT  
(1) BUSINESS-CUM-RESIDENTIAL (2) RESIDENTIAL

THE Commissioner of Lands invites applications for the alienation of plots in the above area described in the schedule hereto. A plan of the plots may be seen in the Public Map Office or obtained therefrom on payment of K Sh 10

2 Applications should be submitted to the Commissioner of Lands, Nairobi, through the District Commissioner, Tana River, P O Box 1, Hola, stating the plot required in order of preference. Applications must be on prescribed forms which are available from Lands Department or the office of the District Commissioner, Hola

3 Applications may be sent so as to reach the District Commissioner, Tana River, not later than noon on Monday, 28th February, 1983

4 Applicants must enclose with their applications banker's cheque, money order or postal order or cash for K Sh 1,000 made payable to the Commissioner of Lands as deposit. Personal cheques will not be accepted

The deposit will be dealt with as follows

(a) Credited to a successful applicant

(b) Refunded to an unsuccessful applicant

(c) Forfeited if a successful applicant fails to pay within thirty (30) days of the offer of a plot, and the applicant shall have no further claim thereto

5 Each application should be accompanied by a statement indicating

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

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

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

(d) Full details of both residential and/or commercial properties owned by the applicant in Garsin Township

(e) Individual applicants to indicate numbers of their identity cards

(f) In case of companies, names of Directors to be included

6 The successful allottee of a plot shall pay to the Commissioner of Lands within thirty (30) days of notification that his/her application has been successful the stand premium and proportion of the annual rent together with conveyancing, stamp duty registration fees, contributions in lieu of rates, roads and drains charges and surveys fees. In default of payment within the specified time, the Commissioner of Lands may cancel the allocations and the applicant shall have no claim to the plot

*General Conditions*

THE grant will be made under the provision of the Government Lands Act, and title will be issued under the Registration of Titles Act (Cap 281) or the Registered Lands Act (Cap 300), as the case may be

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

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

*Special Conditions*

NO building shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the local authority. The Commissioner of Lands shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily

2 The grantee shall within six calendar months of the actual registration of the grant submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the positions of the building and a system of drainage for disposing of sewage, surface and sullage water) drawings, elevations and specifications of the building the grantee proposes to erect on the land and shall within 24 months of the said actual registration of the grant complete the erection of such buildings and the construction of the drainage systems

in conformity with plans, drawings, elevations and specifications as amended (if such be the case) by the Commissioner

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

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

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

Provided further that if such notice as aforesaid shall be given—

(1) within six months of the registration of the grant the Commissioner of Lands shall refund to the grantee 50 per centum of the stand premium paid in respect of the land,

(2) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the grantee 25 per centum of the said stand premium, or

(3) in the event of notice being given after the expiration of the said building period no refund shall be made

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

(2) One private dwelling house (excluding a guest house)

6 The buildings shall not cover more than 50 per centum of the land or lesser area than that laid down by the local authority in its by laws

7 The grantee shall not subdivide the land without the prior consent in writing of the Commissioner of Lands

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

9 The grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner of Lands may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within seven (7) days of demand) or be refunded the amount by which the actual proportionate cost either exceeds or falls short of the amount paid as aforesaid

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

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

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

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

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

## SCHEDULE I

## BUSINESS-CUM-RESIDENTIAL PLOTS

Plot No	Area (Approx)	Stand Premium	Annual Rent	Road Charge	Survey Fees
Unsurveyed	Hectares	Sh	Sh	Sh	Sh
1	0 046	1 840	368	On demand	1,060
2	0 046	1,840	368		1,060
3	0 046	1 840	368		1,060
4	0 046	1,840	368		1,060
5	0 046	1 840	368	,	1,060
6	0 046	1,840	368		1,060
7	0 046	1,840	368		1,060
8	0 061	2,440	488		1,060
9	0 041	1,640	328	"	1,060
10	0 041	1,640	328		1,060
11	0 032	1,280	256		1,060
12	0 032	1,280	256		1,060
13	0 041	1,640	328	,	1,060
15	0 032	1,280	256		1,060
16	0 032	1,280	256		1,060
17	0 032	1 280	256		1,060
18	0 032	1,280	256	,	1,060
19	0 061	2,440	488		1,060
20	0 061	2,440	488		1,060
21	0 047	1,880	376		1,060
22	0 047	1,880	376	,	1,060
23	0 047	1,880	376		1,060
24	0 047	1,880	376		1,060
25	0 047	1,880	376		1,060

## SCHEDULE II

## RESIDENTIAL PLOTS

Plot No	Area (Approx)	Stand Premium	Annual Rent	Road Charge	Survey Fees
Unsurveyed					
26	0 047	1 410	282	On demand	1,060
27	0 047	1 410	282		1,060
28	0 061	1,830	366		1,060
29	0 061	1 830	366		1,060
30	0 047	1 410	282	,	1,060
31	0 047	1 410	282		1,060
32	0 047	1,410	282		1,060
33	0 047	1,410	282		1,060
34	0 061	1,830	366	,	1,060
35	0 061	1,830	366		1,060
36	0 047	1,410	282		1,060
37	0 047	1,410	282		1,060
38	0 048	1,440	288	,	1,060
39	0 048	1 440	288		1,060
40	0 032	1,280	256		1,060
41	0 032	1,280	256		1,060
42	0 032	1,280	256	"	1,060
43	0 032	1,280	256		1,060
44	0 062	1,860	372		1,060
45	0 048	1,440	288		1,060
46	0 061	1,880	366	,	1,060
47	0 048	1,440	288		1,060
48	0 048	1,440	288		1,060
49	0 048	1,440	288		1,060
50	0 048	1,440	288	"	1,060
51	0 048	1,440	288		1,060
52	0 048	1,440	288		1,060
53	0 048	1,440	288		1,060
54	0 048	1,440	288	,	1,060
55	0 048	1,440	288		1,060
56	0 048	1,440	288		1,060
57	0 048	1,440	288		1,060
58	0 080	2,400	480	,	1,060
59	0 061	1,830	366		1,060
60	0 046	1,380	276		1,060
61	0 046	1,380	276		1,060
62	0 046	1,380	276	"	1,060
63	0 048	1,440	288		1,060
64	0 048	1,440	288		1,060
65	0 048	1,440	288		1,060
66	0 048	1,440	288	,	1,060
67	0 048	1,440	288		1,060
68	0 048	1,440	288		1,060
69	0 048	1,440	288		1,060
70	0 048	1,440	288	,	1,060
71	0 048	1,440	288		1,060
72	0 048	1 440	288		1,060

GAZETTE NOTICE No 433

## CUSTOMS AND EXCISE DEPARTMENT

NOTICE is given that the undermentioned goods will be sold by public auction in Customs Warehouse Kilindini on 7th March 1983 if not cleared before then

Intending purchasers may view the goods on 4th February, 1983

## GOODS LYING IN CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

W E K No	Ship s Name	Date	Marks and Numbers	Description of Goods
536/22-6-81 59-127	Vishva Dharma	3-4-81	Indo Afric Super Mombasa -/-/ 5 NIL	1 case machinery parts 1 case paper
292/13-9-82 59-161	S/O Utter Pradesh	17-7-82	Apec S/Sony Mombasa (K) Feal form No 642199 spares for River Water Pumping Station Metro Cyclex Ral Nairobi via Mom basa -/-/ 65 I R E Mdeco Ltd , Nairobi (K) Mombasa Z B Mombasa 1-2	3 W/C/S Spares for water pumping station  1 case bicycle parts  4 cases auto spares 2 cases Indian oil mill machinery spares
94/17-5-82 59-160	Vishva Kaumudi	3-3-82	Aspma 41483/ ASP W G D/2/27	1 carton medicine
275/10-8-82 59-143	Tagama	20-6-82	R W M L DK 1397 Eldoret via Mombasa NIL NIL NIL	1 bale cotton 3 cartons cheese 1 carton cheese 4 cases hammers 1 case chains
104/17-5-82 59-155	Tabora	28-3-82	T S T C Malacia	23 cartons cups
128/17-5-82 59/31	Ned Hong Kong	7-3-82	070387 Mombasa No 1-50 NIL Marks NIL NIL	1 case paper punch 2 cartons bicycle spares 1 carton glassware 1 case bicycle spares 1 carton grinding paste
269/16-8-82 59/137	Ned Hong Kong	—	E 742 54171	1 carton grinding paste
363/15-9-80 57-6	Paticias	3-7-80	M P & H Mombasa	2 full drums putric endings
166/14-6-82 59-156	Jody	18-4-82	NIL MAN INT 7221 12859 Santiago val Parngo 7221/128594/4 NIL	8 cartons machinery parts 1 bale piece goods 30 cartons P V C coils
39/3-3-80 54-23	Pantera	11-1-80	Wimpey Asphalt WA/KEN/IP/TAC Nairobi via Mombasa 90/40670 C/- No 2 NIL	1 package machine parts
639/15-12-80 57-67	Winchester Universal	16-9-80	ASP Nairobi via Mombasa RHS Nairobi via Mombasa Baye	1 case machinery parts 22 cartons tiles 2 cartons tiles 1 carton tiles 53 bags chemical
723/16-2-81 57-122	Bole Krzywoust	29-12-80	G S 49-1 Leite Empo Intergral Riode Janeiro Produto Dehollandia Free Gift Tear Fund Holland NIL	10 cartons milk powder
290/13-9-82 59-158	Tabora	21-7-82	21-63218/401 00339/SF Kenya Mom basa Trafro RW 103 3493 Mombasa in tran sit to Kigali Otoelectric NRB 18653 Nairobi via Mombasa Agric Implement RP 105118 NRB/ Nairobi M S SA/6903 Kentazua KEN/1/108/UVA/79-286- 828 3155 Nairobi Kenya NIL Agri Ltd Implement RP 105118/NRB Nairobi, Kenya Otoelectric NRB/18653 NRB via Mombasa Michael D Payne, c/o Emirates Air Services, P O Box 322 United Arab Emirates via Dubai NIL Witco 4689	4 cartons cardboards 1 case motor vehicle parts 4 bales piece goods 10 cartons head lamps 5 cartons head lamp 3 cartons head lamps 1 carton head lamps 29 fork lift tyres 2 cartons motor vehicle lamps 8 cartons motor vehicle lamps 1 case personal effects 1 pallet machinery parts 1 case crane parts
194/19-7-82 59-97	Mueggclsee	22-5-82	80057438 Mombasa No 15	44 cartons pipe fittings
291/13-9-82 59-159	Chamwino	10-7-82	S S A Mombasa in transit to Kigali 79TJ2844-770 Mombasa in transit to Kigali No 2 C Poode 09/79 BP via Mombasa, No 10 NIL	1 case P V C electric wire 2 cartons head lamps 1 carton trowels 1 carton sand paper 1 carton machinery parts
456/20-10-80 55-153	Mercury Gulf	7-8-80	AA Nairobi Mombasa 2277312399  Kenya Tropison Int Mombasa Road, Nairobi, Kenya NIL Varlan	1 carton bolts 1 carton planting machines 1 carton baking powder 2 bags chemical
601/15-12-80 55-192	Polnord	30-10-80		
251/16-3-81 58-157	Ocean Espoir	7-1-81		
634/16-2-81 57-30	Asia Afrika Mombasa No 15	—		
29/7-4-80 54-14	Kotamas	3-2-80		
371/21-1-80 53-71	Angehe Power	13-11-79		
608/15-12-80 55-84	N Krupskay	22-10-80		

## GOODS LYING IN CUSTOMS WAREHOUSE FOR OVER TWO MONTHS—(Con'd)

W E K No	Ship's Name	Date	Marks and Numbers	Description of Goods
501/20-10-80 59-156	A Lunacharsk	5 8 80	D W L 1-128 Nairobi via Mombasa	1 carton hatchets
			Nairobi Toys House via Mombasa 1847	2 cartons darts boards
614/5-1-81 57-4	Hellenic Hero	5-1-81	NIL NIL	1 carton household effects 47 bags wool
93/12-5-80 59-155	Kota Mewan	13-3-80	NIL NIL	4 cartons drinking glasses 1 case aluminium ware
358/12-10-81 58-71	S/O Utar Pradesh	13-8-81	CTP 3911 NYN 9180	1 case machinery parts
104/17-5-82 59-155	Tabora	28-3-82	I -/-/ 887 NRB Kenya	1 case catalogues
303/14-6-82 59-171	Ilya Ulyanov	4-4-82	RPK 1572 MR 4 NRB via Mombasa	1 drum setal chemical
166/14-6-82 59-59	Jody	18-4-82	JHE & CIE via Mombasa	3 cases hacksaws
502/15-2-82 58-181	B R E Uchel	16-12-81	34-757 K2	1 bundle P V C pipes
88/13-4-82 59-132	Kamateri	28-2-82	NRB via Mombasa -/-/ & MCC ORD 80704	1 case medicines
121/17-5-82 59-79	Bhavarbhuti	22-3-82	Marks & Nos NIL	2 pieces valves
			NIL	1 case sanitary ware
276/12-10-81 58-138	Hellenic Seaman	17-8-81	Comhard Ltd 1/4106 via Mombasa Pallet No 1-2	2 pallets steel bolts and nuts
405/10-12-79 53-156	Ujamaa	13-10-79	J S L 1257 Tanga	1 carton brake tubing
			J S L 1260 Tanga	1 case machinery parts
314/11-10-82 59-188	Barc Elona Maru	15-8-82	T D 4547 Suzuki, Mombasa No 1, Made in Japan	1 unpacked Suzuki motor car chassis No 145649, engine No 285692
512/20-10-80 55-115	San Francisco Maru	26-8-80	N F MSA Chasis RN20-053599	1 Toyota Hilux, Chassis RN 20-0535-99 Engine 2R 0740936
316/11-10-82 59-190	Gina	16-8-82	Opel Kadete Chasis WOL000 34C 5167703 25221 Mombasa in transit Burundi	1 unpacked Opel Cadett Chassis No 5167703, Engine No 1350801-665
287/13-9-82 59-152	Primosk	12-7-82	Basf Kampala Mombasa	1 pallet chemical
			LWF/WS Malakal Sudan via Juba L/L 5286	1 case machinery parts
456/20-10-80 59-164	Mercury Gulf	10-8-80	A Pilot, Mombasa	1 box personal effects
46/21-4-81 56-80	Leda	2-2-81	NIL	1 carton threads
91/13-4-82 57-184	Victoria Bay	5-2-82	Kenya Tourist Dev Corp Nairobi via Mombasa 2739/2755	17 cases standard stainless steel cutlery and holloware
540/15-3-82 59-25	Anna Ulyanova	7-1-82	A C I F 2693 Nairobi via Mombasa No 1-8 made in Switzerland	8 pallets aluminium foils
53/13-4-82 57-173	Diego	22-2-82	NIL	1 carton medicine, 1 pallet films
483/15-2-82 59-199	James Lykes	6-12-81	NIL	60 bags chemical powder
502/15-2-82 59-198	Breughe	16-12-81	NIL Universal Uganda for Persons Order No 42718	9 cartons advertising material 1 case tool boxes
478/15-2-82 59-197	Kota Cahaya	24-12-81	J J C 0890 Mombasa RAC-04A Mombasa K S & Co Mombasa 1-15 1068 Aqaba No 185-188 Arpyenter Prices 80411347 Mombasa Kenya	2 cases chains 1 case loud speaker parts 1 case bicycle parts 1 carton toy fans 1 bag hose pipes
91/13-4-82 57-184	Blankensee	5-2-82	Simba Nairobi via Mombasa	1 case electrical accessories
128/17-5-82 59-196	Ned Hong Kong	7-3-82	Mombasa Hesasu 20067 Msa NIL Imex Msa in transit to Bujumbura Order No 1163/260/1568/81	1 carton toys 1 case files, 1 case tool boxes 1 carton plasters 1 roll wire mesh
290/13-9-82 59-158	Tabora	21-7-82	M T & P S Ltd Order No 26-3-82 Mombasa Kenya	5 pallets paper
351/11-1-82 58-70	Ruvu	17-11-81	1058503 Mombasa	2 cartons electrical pumps
506/11-9-78 51-98	Kinkasan Maru	10-7-78	NIL	1 case machinery parts
			BL Ltd Kampala via Msa Sond 841234, 841231/6	1 bundle gutters
588/26-6-78 51-136	Picoverde Harveys	5-4-78	NIL	6 drums chemical
543/20-10-80 55-127	Francesca	16-8-80	Contex S P C Mills Dar es Salaam Tanzania 176	1 carton funnel
178/14-6-82 59-177	Christina Isabel	24-4-82	Hardware & Sundries Nairobi via Mombasa Kenya	11 cartons socket screws
208/13-7-81 58-146	Sloman Misa	24-5-81	E A P C Mombasa C/ -/-/671 87/1/004 SK AL Shell Mombasa	1 case earth moving machinery spares 2 pails shell drill thread compound
91/13-4-82 59-187	Victoria Bay	5-2-82	Kencom Mombasa Kenya 1-25	25 cartons trowels
108/17-5-82 59-198	Loosdrecht	4-3-82	K 929K 948 KNLS, P O Box 30573 Nairobi via Mombasa	20 cases printed books
91/13-4-82 59-187	Victoria Bay	5-2-82	Gulam Husein Partners & Co Ltd Msa 1518 Mombasa C/ 1/12	12 cases hand tools
497/11-1-82 58-176/190	Franz Stenzer	22-11-81	K F Kigali via Mombasa 90-089/13	49 bags sugar
			UREE 46 C/O N Sadi Bujumbura via Mombasa	241 bags fertilizer
186/19-7-82 59-196/197	Valetia	15-6-82	Skimmed milk powder enriched with vitamins A and D gift of the European Economic Community for free distribution in Kenya Coth Well 70128 Mombasa	430 bags milk powder

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

<i>W E K No and Date</i>	<i>Ship's Name</i>	<i>Date</i>	<i>Marks and Numbers</i>	<i>Description of Goods</i>
			NIL Project RAF 73/001 P O 704-81 Mombasa	1 case machinery parts 1 carton cable 1 case jibs
343/16-8-82 59-188	Vishva Nidh	1-7-82	Caleb 1972 Ltd P O Box 18076, Nairobi Kenya	28 cartons electrical accessories
342/16-8-82 59-204	Thor One	3-6-82	Sheets & Hardware Nairobi via Mom basa K 37	12 crates sanitaryware
197/14-6-82 59-201	H K Stamenkovic	8-4-82	Christian Mission Fellowship, C/o Kirk Patrick Johnson P O Box 9322, Nairobi Kenya	2 drums personal effects
			Mombasa TMK Goma Zaire	57 cartons tomato paste
345/13-9-82 59-158	Olga Ulyanova	18-7-82	NIL E 10 967/AOM/APS Bujumbura Burundi via Mombasa	43 cartons tomato paste 16 cartons salad oil
			10 967/ADM/APS Bujumbura, Burundi via Mombasa	6 cartons salad oil
344/19-7-82 59-170	John Lykes	—	H H S Mombasa Kenya No 4, 9 NIL	2 cases cement water proofing compound 1 carton salad oil 1 box used clothing
447/11-1-82 58-196	Emilias	10-11-81	Bible and Literacy League of Kenya, P O Box 446, Kakamega Kenya via Mombasa	1 pallet chemical, 1 package seat
341/15-3-82 59-202	Mormac Sea	21-1-82	NIL	30 loose bags second hand cloths
371/11-1-82 58-172/198	Sea Master	10-11-81	V D F Shop Sanur Kampala via Mom- basa	30 cartons batteries
			Toyota Burundi, Bujumbura via Msa Issue No 5660702	1 case motor vehicle parts
			Toyota Burundi, Bujumbura via Msa Issue No Vor 5-382- -/-/1-2	2 cases motor vehicle parts
			Toyota Burundi 95541-02, Bujumbura via Mombasa Vor 5-386- -/-/1	1 case motor vehicle parts
			Toyota Burundi, Bujumbura via Msa 95541-03 -/-/6 Issue No 5-66071-03	1 case motor vehicle parts
346/11-10-82 59-150	Boleslaw	7-8-82	Ken Pumps and Allied Equipment, Nairobi Kenya via Mombasa	1 case agriculture pumps
446/15-2-82 58-54	Patricia 'S'	10-12-81	NIL	1 carton Similac Isomil powder
330/15-3-82 57-143	Phillippa	10-1-82	NIL	1 case machinery parts
121/17-5-82 59-172	Bhava Bhuti	23-3-82	C H C L 750 Msa	26 cartons sanitaryware (manhole covers)
88/13-4-82 59-134	Kamateri	1-3-82	Via Mombasa	2 bundles iron sheets
546/11-1-82 59-169	Ruvu	27-11-81	NIL	11 bundles pipes
131/17-5-82 59-78	Dekabrist	3-3-82	ACIF 3198 Nairobi via Mombasa No 1-9	9 pallets aluminium foils
			The Director, U T R O , P O Box 96, Tororo Uganda via Mombasa	1 case household effects
104/17-5-82 59-155	Tabora	28-3-82	Utama Travadro U 669069 Bujumbura Burundi via Msa Stock Yellow	2 bundles plate sheets
639/15-12-80 57-67	Sandra 'S'	15-10-80	NIL Marks C T O A Kampala via Mombasa 1-12	1 package drum chemical 12 bales conveyor belting
78/15-3-82 59-200	Tsavo	5-1-82	NIL	1 unpacked Mercedes Benz van chassis No 07159 Engine No 621915-10013289
164/14-6-82 59-174	Francisca	15-4-82	NIL Marks	8 cartons chemical
439/15-9-80 55-93	Piave	27-7-80	NIL	2 cartons toilet paper 2 cartons toilet paper
			6 15740-0901MP 1 Prog UIPA P T Kenya 167	1 case liniment
230/14-7-80 54-127	Ned Kimberly	16-5-80	NIL	1 parcel cocktail sticks 9 cartons hand body lotion
415/11-8-80 55-47	Anna Ulyanova	28-6-80	NIL	1 bundle spares
166/27-6-77 49-50	Pico Blanco	22-4-77	Firestone East Africa Ltd Nairobi, Mombasa Kenya Bultos Caja No 2	1 case tubes
288/14-6-82 59-153	Novolvosk	2-4-82	Central Mombasa 17421 No 1	1 T/chest S T C motor vehicle spares
			Kencom 9344/MSA/81 Mombasa, Ex Nos 1-22	22 cases industrial soldering fluid
			U B F Uplands via Mombasa Nos 31-53	23 cartons laminated punches ass designs
261/15-10-79 15-146	Vishva Anand	17-8-79	NIL Haria T F P Arusha via Dar es Salaam Lot No 475	1 case soldering flux 1 bag foodstuff
258/18-5-81 58-42	Gold Leaf	4-3-81	Bangla White 1980-81 Danwar	3 bales raw jute
615/20-10-80 57-5	Jaladurga	27-8-80	1980-81 Gangal Tossa A C J TCY NIL	2 bales raw jute 1 case machinery parts
347/15-3-82 59-52	Hanoi	5-1-82	Mr Panina Mythubi c/o Mr James Mythubi Kenya, Brurke Ltd, P O Box 30161, Nairobi Kenya via Mombasa Nos 1/2, 2/2	2 W/C/S household utensils
278/18-5-81 58-4-32	Esvee	30-3-81	Murtaza 35/188/80 Bahrain -/-/ 31-35	2 cases door fittings
			Tata Zambia Ltd Lusaka/Zambia 8170/182	1 case motor vehicle parts
			N D & Sons Nakuru via Mombasa	1 case tools

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

B. F. A. No and Date	Ship's Name	Date	Marks and Numbers	Description of Goods
			Port -/-/ 598 G B Kitale via Mombasa 7793 -/-/ 466	1 case tools
			Pan African Paper Mills (E A) Ltd, P O Webuye via Mombasa, Kenya 15906 AUK 91	20 bags chemical
234/16-8-82	Sirichai Bulakul	23-6-82	NIL	1 bale sacks
59-116			RQN 1/188296/IF C M E Tran Nairobi	1 bag chemical
315/11-10-82	Nedlloyd Katwisk	22-8-82	Mombasa NOTC 1/81	1 case machinery parts
59-182			BASF 246 0276 Nairobi via Mombasa 40/246	7 package drums chemical
82/17-5-82	Fort Hamilton	10-3-82	G S K Mombasa	1 package drum chemical
59-85				
138/13-5-82	Cheriy Molek	30-3-82	NIL	4 drums chemical 19 drums chemical
59-122				1 drum chemical, 1 drum chemical
				1 drum chemical 1 drum chemical
309/16-8-82	Ned Westerkerk	19-6-82	Rexolin Ltd L/C No 02/82/36 Nairobi via Mombasa	1 carton roll tesa print tape
59-182				
286/13-9-82	Rosa	27-7-82	Miss Ronny Asegi C Ayieko D O s Office Malindi Kenya, Mombasa	1 case household goods
59-186			Fastex 5258 ISL Nairobi	4 cases assorted hand tools typer sleeves
37/15-3-82	Sandra "S"	5-1-82	E M 1074/1 MSA 1 KEenya	1 case special collar supports
59-34				
82/7-4-80	Craftsman	13-2-80	NIL	1 case rowing oars, 1 carton saucers
59-107				
340/16-3-81	Mercury Lake	27-1-81	NIL	1 carton hot lemon pick'le in oil
54-114				
547/18-5-81	Treasure Island	8-3-81	NIL	6 cartons salad oil
58-138				
422/11-8-80	Hudson Maru	1-6-80	NIL	1 carton spoons 1 carton spoons
59-52				
652/16-2-81	Forum Progress	7-12-80	NIL	2 cartons school bags, 1 carton globes, 2 catons sewing machine parts 1 case machinery parts
57-4				1 carton tomato paste
614/5-1-81	Hellenic Hero	5-11-80	NIL	
554/24-11-80	Iwashiro Maru	1-9-80	Handiani Nairobi Mombasa NIL	1 carton P V C flooring
55-154				2 cartons can and bottle openers, 3 cartons machinery parts 1 carton jerry cans, 1 carton hurricane lamps
489/11-1-82	Ilya Ulyanov	9-11-81	Cosmo Plastic Nairobi via Mombasa	1 reel paper
58-170				
634/16-2-81	Asia Afrika	1-12-80	NIL	1 carton sodium chloride 1 electrical wire
57-30				
548/11-1-82	Ned Kajwik	14-11-81	Mombasa	1 carton hand grinder
59-135				
105/23-4-79	Clan Macnair	25-2-79	PS/152 Nairobi via Mombasa	1 carton Lucozade
52-79				
326/11-8-80	Clan Macnair	21-6-80	NIL	2 cartons plates, 8 cartons paper
54-193				
348/15-3-82	Kota Jati	20-1-82	NIL	1 case machinery parts
59-183				
419/18-5-81	Thorscape	23-3-81	NIL	1 carton filters
58-106				
639/15-12-80	Sandra "S"	15-10-80	Rwanda BP 626 Kigali via Mombasa C D E 394	1 bundle spades
57-67			Benalco Kigali 9284/4106 via Mombasa NIL	7 bundles spades
				1 carton bottle tops
608/15-12-80	Krupskaya	22-10-80	NIL	1 carton rice, 1 carton pipe joints
55-95				
618/5-1-81	Historian	27-11-80	NIL	1 carton foodstuff
57-9				
751/15-9-80	Alme Lykes	23-7-80	NIL	1 carton chemical
57-91				
101/18-5-81	Everdawn	3-3-81	NIL	2 bundles seats
56-67				
251/16-3-81	Ocean Espor	7-1-81	Nairobi Mombasa	1 carton spoons
58-157				
315/11-10-82	Ned Katwik	—	BASF 246 0276 Nairobi via Mombasa 40/243	3 drums chemical
59-189				
504/20-10-80	Gomba Endurance	16-8-80	NIL	9 cartons bottles and bottle tops
55-109				
103/15-3-82	Serpapinto	4-1-82	NIL	1 carton trowels
59-73				
456/20-10-80	Mercury Gulf	8-7-80	NIL	3 cartons tubes
55-164				
78/21-4-81	State of Assam	17-2-81	NIL	1 cartons threads
56-37				
440/20-10-80	Ocean Esperance	30-8-80	NIL	6 cartons sewing machine part 1 carton torches
55-126				4 cartons sewing machine parts
				1 case irons
286/13-82	Rosa	27-7-82	546816-451 505323, 505307 546777 Kencom Mombasa	7 crates motor vehicle parts
59-151			American Sports Sales Inc, C/o Safari Rally Ltd, P O Box 40087, West land Nairobi Kenya	
			Educational Material, C/o American Embassy P O Box 30137 Nairobi Kenya via Mombasa	3 cases charts maps

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

W E K No and Date	Flight No	Date	Airway Bill No	Marks and Numbers	Description of Goods
303/8-11-82 59-163	KQ 471	13-10-82	94042 168-01893570	M/s Topli S & Harnsm Ahmed Hiuse Mundi Mbingu P O Box Mombasa	1 package documents
308/1-11-82	KQ 616	5-10-82	93949 082-33492336	Standard Bank Ltd P O Box 90170, Msa	1 package parts
306/29-10-82 59-164	KQ 616	2-10-82	93897 220-71319931	Barclays Bank Ltd, P O Box 18060, Nairobi, A/C Chanjuan Wire Caluanising Mill Ltd P O Box 39130 Mombasa	1 package drawings
302/23-10-82 59-164	KQ 616	12-10-82	06165	Mr Aladina, P O Box 82597, Mom- basa	2 packages personal effects
304/23-10-82 59-164	KQ 616	27-9-82	93857 07424	Kenya Glass Works Ltd P O Box 80186 Msa	2 packages spare parts
300/5-11-82 59-163	KQ 604	9-10-82	93994 07596	Associated Vehicle Assemblers, P O Box 86344, Mombasa	1 package super tack cloths
298/22-10-82 59-103	KQ 604	26-9-82	93834 082-33492163	Standard Bank Ltd	1 package component parts
307/30-10-82 59-164	KQ 616	4-10-82	93943 07427	Mrs S Fazil, P O Box 432, Malindi	1 package used periodicals
301/4-11-82 59-163	KQ 615	8-10-82	93983 07598 93981 07597	Associated Vehicle Assemblers, P O Box 86344 Mombasa Associated Vehicle Assemblers P O Box 86344, Mombasa	1 package water proof carbide paper 1 package motor spares
305/26-10-82 59-164	KQ 616	29-9-82	93868 085-92981125	M/s Ocean Freight Co Ltd, P O Box 95274, Msa	2 packages printed paper
299/6-11-82 59-163	KQ 604	11-10-82	94026 098-37054533	Commercial Bank of Africa, A/C Haramayn Industries Ltd P O Box 88062, Mombasa	1 package textile loom asseccories

Kilindini,  
14th December, 1982

P M MULILI,  
Deputy Commissioner of Customs and Excise,  
Southern Region

## GAZETTE NOTICE No 434

## NOTICE OF CHANGE OF NAME

TAKE NOTICE that by a deed poll dated 16th June, 1982, duly executed and registered in the Registry of Documents at Nairobi in Volume DI, Folio 710/1570, File DXVI by our client Samwel Mwangi Kiai, of P O Box 153, Kakamega in the Republic of Kenya, heretofore called Mwangi Kiai Thiongo or Samwel Mwangi has formally and absolutely renounced and abandoned the use of his former name of Mwangi Kiai Thiongo or Samwel Mwangi for all purposes. All persons are authorized and requested at all times to designate him by his new name of Samwel Mwangi Kiai.

Dated at Thika the 20th January, 1983

G J AMIN & PATEL,  
Advocates for Samwel Mwangi Kiai,  
formerly known as Mwangi Kiai Thiongo  
or Samwel Mwangi

## GAZETTE NOTICE No 435

## THE MONEY LENDERS ACT

(Cap 528)

## APPLICATION FOR A LICENCE

NOTICE is given that the application, being Miscellaneous Application No 8 of 1983, lodged by Aiaemen Company Limited, of P O Box 63678, Nairobi, for issue of a certificate authorizing grant of a money lender's licence to it to carry on business of money lending in the premises on Plot No LR 209/4988, Finlay House, Mfangano Street, will be heard in the Resident Magistrate's Court at Sheria House, Nairobi, on Monday the 14th February, 1983, at 9.15 o'clock in the forenoon.

Dated at Nairobi the 25th January, 1983

H C KAPILA & CO,  
Advocate for the Applicant

## GAZETTE NOTICE No 436

## MVITA MOTOR ENGINEERING

## NOTICE TO SAM EJANGU

NOTICE is given to Sam Ejangu of Transocean (Uganda) Limited, P O Box 90471, Mombasa, the owner of motor vehicle registration No SCJ 344H, that unless the said vehicle is collected by him from the premises of Mvita Motor Engineering, situated along Likoni Road, Mombasa, on payment of repair and storage charges and other incidental expenses on or before 28th February, 1983, the same will be sold at owner's risk either by public auction or by private negotiations and from the proceeds of the sale the repair and storage charges and other incidental expenses shall be defrayed and the balance (if any) shall remain to the credit of the owner.

Dated at Mombasa the 18th January, 1983

OMWITSA & MWACHARO,  
Advocates for Mvita Motor Engineering

## GAZETTE NOTICE No 437

## THE LOCAL GOVERNMENT ACT

(Cap 265)

## TERMINATION OF NOMINATION OF A COUNCILLOR

PURSUANT to section 40 of the Local Government Act, the Minister for Local Government has terminated the nomination of—

WILLIAM SALAON OLE YIAILE  
to the Narok County Council \*

Dated the 26th January, 1983

L M KABETU,  
Director of Local Government Elections

\*G.N. No 3696/79