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GAZETTE NOTICE No. 3103

THE INCOME TAX ACT

(Cap. 470)

APPOINTMENT OF MEMBERS TO LOCAL COMMITTEE

IN EXERCISE of the powers conferred by section 82 of the Income Tax Act, the Minister for Finance and Planning appoints the following persons to be members of the Mombasa Local Committee for two years commencing on 1st January, 1985:

K. R. Paroo (*Chairman*).

Members:

S. M. M'Anampiu.

I. L. Roberts.

B. J. Mutua.

J. M. Kagiri.

J. Mbotela.

R. H. Kester.

H. P. Dadar.

H. E. Bajina.

Dated the 23rd July, 1985.

GEORGE SAITOTI,
Minister for Finance and Planning.

GAZETTE NOTICE No. 3104

THE TEA ACT

(Cap. 343)

APPOINTMENT OF MEMBERS OF THE TEA BOARD OF KENYA

IN EXERCISE of the powers conferred by section 3 (1) of the Tea Act, the Minister for Agriculture and Livestock Development appoints—

under subsection (1) (d)—

Kipsiwon arap Torongei,

Eliab Gachewewa Chomba,

under subsection (1) (e)—

Douglas John Lucian Taylor,

under subsection (1) (f)—

Charles Amphlett Gardner,

to be members of the Tea Board of Kenya, with effect from 29th March, 1985.

Dated the 31st May, 1985.

W. O. OMAMO,
*Minister for Agriculture
and Livestock Development.*

GAZETTE NOTICE No. 3105

THE FORESTS ACT

(Cap. 385)

DECLARATION OF FOREST AREA

IN ACCORDANCE with the provisions of section 4 (2) of the Forests Act, the Minister for Environment and Natural Resources gives twenty-eight (28) days' notice, with effect from the date of publication of this notice, of his intention to declare that the area described in the schedule hereto shall be a forest area.

SCHEDULE

An area of land of approximately 16.0 hectares, known as Mudembi/Parcel No. 2450, situated approximately 107 kilometres south-east of Sio Port Market in the Busia District, Western Province, the boundaries of which are more particularly delineated, edged green, on boundary plan No. 175/260, which is signed, sealed with the Survey of Kenya seal and

deposited at the Survey Records office, Survey of Kenya, Nairobi, and a copy of which may be inspected at the office of the District Forest Officer, Forest Department, Busia.

Dated the 15th July, 1985.

P. J. NGEI,
*Minister for Environment and
Natural Resources.*

GAZETTE NOTICE No. 3106

THE FORESTS ACT

(Cap. 385)

DECLARATION OF FOREST AREA

IN ACCORDANCE with the provisions of section 4 (2) of the Forests Act, the Minister for Environment and Natural Resources gives twenty-eight (28) days' notice, with effect from the date of publication of this notice, of his intention to declare that the area described in the schedule hereto shall be a forest area.

SCHEDULE

An area of land of approximately 8.2 hectares, known as Mudembi/Parcel No. 2449, situated approximately 11.5 kilometres south-east of Sio Port Market in the Busia District, Western Province, the boundaries of which are more particularly delineated, edged green, on boundary plan No. 175/261, which is signed, sealed with the Survey of Kenya seal and deposited at the Survey Records office, Survey of Kenya, Nairobi, and a copy of which may be inspected at the office of the District Forest Officer, Forest Department, Busia.

Dated the 15th July, 1985.

P. J. NGEI,
*Minister for Environment and
Natural Resources.*

GAZETTE NOTICE No. 3107

THE FORESTS ACT

(Cap. 385)

DECLARATION OF FOREST AREA

IN ACCORDANCE with the provisions of section 4 (2) of the Forests Act, the Minister for Environment and Natural Resources gives twenty-eight (28) days' notice, with effect from the date of publication of this notice, of his intention to declare that the area described in the schedule hereto shall be a forest area.

SCHEDULE

An area of land of approximately 77.0 hectares, known as Mudembi/Parcel No. 2652, situated approximately 11 kilometres south-east of Sio Port Market in the Busia District, Western Province, the boundaries of which are more particularly delineated, edged green, on boundary plan No. 175/263 which is signed, and sealed with the Survey of Kenya seal and deposited at the Survey Records officer, Survey of Kenya, Nairobi, and a copy of which may be inspected at the office of the District Forest Officer, Forest Department, Busia.

Dated the 15th July, 1985.

P. J. NGEI,
*Minister for Environment and
Natural Resources.*

GAZETTE NOTICE No. 3108

THE MAGISTRATES' COURTS ACT

(Cap. 10)

THE JUDICIAL SERVICE COMMISSION

ASSIGNMENT OF DISTRICT MAGISTRATE

IN EXERCISE of the powers conferred by section 7 (1) of the Magistrates' Courts Act, the Chairman* of the Judicial Service Commission makes the following assignment of a district magistrate:

CHARLES SYENGO KABERE, a district magistrate empowered to hold a magistrate's court of the second class, is assigned

to the Tana River District, with effect from 30th July, 1985, in addition to the Garissa, Wajir and Mandera districts by Gazette Notice No. 2473/85.

Dated the 30th July, 1985.

A. H. SIMPSON,
Chairman,
Judicial Service Commission.

*G.N. 3606/67.

GAZETTE NOTICE No. 3109

THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

ISSUE OF A PROVISIONAL CERTIFICATE

WHEREAS Amala Properties Limited, a limited liability company, of P.O. Box 90312, Mombasa in the Republic of Kenya, is registered as proprietor in fee simple of all that piece of land known as sub-division No. 460 of section VI Mainland North in the Mombasa District by virtue of a certificate of ownership No. 3746, registered as No. C.R. 2449/1, and whereas the said certificate of ownership in respect of the said plot is lost. Notice is given that I shall issue a provisional certificate of title in respect thereof after the expiry of ninety (90) days from the date hereof provided that no objection is received within that period.

Dated the 26th July, 1985.

M. L. OJIAMBO,
Registrar of Titles.

GAZETTE NOTICE No. 3110

THE REGISTRATION OF TITLES ACT

(Cap. 281)

REGISTRATION OF AN INSTRUMENT

WHEREAS Amala Properties Limited, a limited liability company, of P.O. Box 90312, Mombasa in the Republic of Kenya, is registered as proprietor for an estate in fee simple of all that piece of land known as sub-division No. 460 of section VI Mainland North in the Mombasa District, held by a certificate of ownership No. 3746, registered as No. C.R. 2449/1, and whereas an affidavit has been filled in terms of section 65 (1) (h) showing that the said certificate of title is lost. Notice is given that after the expiration of fourteen (14) days, I shall proceed with the registration of a discharge of charge and a transfer in favour of polycans limited of the said plot provided that no objection is received within that period.

Dated the 26th July, 1985.

M. L. OJIAMBO,
Registrar of Titles.

GAZETTE NOTICE No. 3111

THE ADVOCATES (ADMISSION) REGULATIONS

(Cap. 16, Sub. Leg.)

PURSUANT to regulation 20 of the Advocates Act, it is notified that—

Stella Ngali Tumbo,
Christine Wanjiku Muibau,
Mukulu Ngilu,
Charles Njuru Kihara,
Fred Ntobo Orora,
Assa M. Nyakundi Kibagendi,
Michael Victor Rossie,

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

Dated the 29th July, 1985.

S. M. MWENESI,
Secretary,
Council of Legal Education.

GAZETTE NOTICE No. 3112

THE ADVOCATES (ADMISSION) REGULATIONS

(Cap. 16, Sub. Leg.)

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

Betty Kaari Murungi,
Felistas Fatuma Wanjiku,

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

Dated the 25th July, 1985.

S. M. MWENESI,
Secretary,
Council of Legal Education.

GAZETTE NOTICE No. 3113

VACANCIES OFFERED BY UNECA AND A.A.T.P.O.

VACANCIES OFFERED BY UNECA

APPLICATIONS should be sent to the Permanent Secretary/Director of Personnel Management, P.O. Box 30050, Nairobi, so as to be received by 13th August, 1985.

1. Post title.—INFORMATION SCIENTIST.

Level.—L3/4.

Duration.—One year with possibility of extension.

Entry on duty.—As soon as possible.

Organizational unit.—African Regional Centre for Technology (A.R.C.T.).

Duties.—Under the supervision of the director, information and documentation division, the technical expert will assist in:

(1) The development and implementation of the information and documentation system at the centre.

(2) Collect, process and repack technological information.

(3) Classify and codify the centre's acquisitions.

(4) Publish the centre's documents such as bulletins, bibliographies, abstracts, inventories, etc.

(5) Conduct studies for the identification of needs and priorities in the national information and documentation services and propose measures for meeting them.

(6) Design and conduct training programmes for nationals of member states.

(7) Carry out any other duties related to the centre's efforts in the acquisition and dissemination of technological information.

Qualifications:

(a) An advanced university degree in information sciences, physical sciences or/and professional qualifications in technological documentation, information sciences and related fields.

(b) A minimum of five years' post-qualification experience in the documentation and processing of technological information.

(c) Experience in project administration and management.

(d) Knowledge and competence to use modern techniques for proposing, storage and retrieval of information.

Language.—Fluency in French or English preferably bilingual.

2. Post title.—DEPUTY EXECUTIVE DIRECTOR at the African Regional Centre for Technology (A.R.C.T.).

APPLICATIONS should be sent to the Permanent Secretary/Director of Personnel Management, P.O. Box 30050, Nairobi, so as to be received on or before 23rd August, 1985.

Duties and responsibilities.—The deputy executive director assists the executive director of the centre in the administration of the secretariat, the co-ordination and supervision of programmes and projects and acts on behalf of the executive director in his absence. In addition to the foregoing, the duties of the executive director which the deputy executive director may be called upon to assist in discharging include:

(1) Service and assistance to the organs of the centre in the performance of their functions.

(2) The functioning of the centre and its continuous examination where appropriate.

VACANCIES OFFERED BY UNECA—(Contd.)

(3) Periodic preparations of the centre's draft work programme and corresponding budget for the consideration of the executive board.

(4) Preparation of periodic reports on activities of the centre including financial statements on income and expenditure.

(5) Execution of the work programme of the centre and its co-ordination with that of such other institutions interested in the objectives of the centre as the executive board may determine.

(6) Perform such work, studies and activities relating to the objectives of the centre as may be assigned to the centre by the council or the executive board.

Qualifications:

(a) Candidates must possess a postgraduate university degree (Ph.D or masters) in engineering or in applied sciences or related disciplines.

(b) Have a minimum of eight years' post-qualifications experience including senior positions of responsibility in the development of technology and its applications to socio-economic development.

(c) Possess experience in the administration and management of a technological organization.

(d) Have experience in institution building in the field of technology.

Salary.—In the range of US\$23,996 and 25,844 per annum (tax free).

Application.—Applicants must be nationals of member states of the Organization of African Unity.

Language.—Must be proficient in English or French, preferably full bilingual.

Other benefits.—Dependency, housing, education and post adjustment allowances shall be granted. Medical and insurance benefits and a contributory pension scheme.

Term of office.—Three years initially with possibility of extension.

Method of application.—Send one application and a detailed curriculum vitae including employment records.

VACANCIES OFFERED BY A.A.T.P.O.

APPLICATIONS should be sent to the Permanent Secretary/Director of Personnel Management, P.O. Box 30050, Nairobi, so as to be received by 29th August, 1985.

3. Title.—SECRETARY-GENERAL.

Category.—High category (D.2) plus post adjustment and dependency and education allowance in accordance with staff regulations.

Duration.—Four years with possibility of re-election.

Duties.—Under the direction of the bureau and the general assembly the secretary-general will:

(1) Formulate policies for the implementation of the association's objects, in accordance with the constitution or instructions from the bureau of the association.

(2) Represent the association at all conferences; in all dealings with the host government where the headquarters of the association is situated, and with international organizations.

(3) Maintain contacts and liaison with the African Trade Centre of the Economic Commission for Africa and the organization of African Unit.

(4) Supervise the day-to-day operations of the secretariat.

(5) Co-ordinate and direct bilateral and multilateral aid and assistance of the association on behalf of its members.

(6) Prepare and submit annual reports of the activities of the association to the general assembly.

(7) Do any other function as he may deem fit, for the smooth functioning of the secretariat.

Qualifications.—Advanced university degree in economics in the field of international trade or international economic relations.

Experience.—At least seven years' experience in the field of external trade.

Language.—Arabic, English or French, preferably a working knowledge of one of the other languages.

GAZETTE NOTICE No. 3114

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Samuel Njoroge Waruhiu, of P.O. Box 47122, Nairobi in Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 1.3 hectares or thereabout, situate in the district of Kwale, registered under title No. Kwale/Galu/Kinondo/22, 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 5th July, 1985.

A. M. MGENYI,
Land Registrar,
Kwale District.

GAZETTE NOTICE No. 3115

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LEASE CERTIFICATE

WHEREAS George Karongo Njoroge, of P.O. Box 4, Limuru in the Republic of Kenya, is registered as proprietor in leasehold ownership interest of all that piece of land containing 0.0227 hectare or thereabouts, situate in the district of Kiambu, known as parcel No. Limuru Town/51, and whereas sufficient evidence has been adduced to show that the lease 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 lease certificate provided that no objection has been received within that period.

Dated the 19th June, 1985.

K. K. GITHII,
Land Registrar,
Kiambu District.

GAZETTE NOTICE No. 3116

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Solomon Kandenya (ID/4308964/67), of Gochaire Sub-location, Gatamaiyu Location, Lari Division in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 4.24 hectares or thereabout, situate in the district of Kiambu, known as parcel No. Gatamaiyu/Gachoire/256, 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 11th July, 1985.

KAGO GACHIRI,
Land Registrar,
Kiambu District.

GAZETTE NOTICE No. 3117

MINISTRY OF AGRICULTURE AND LIVESTOCK DEVELOPMENT

LOSS OF CHEQUE LEAF AND ACCOUNTABLE DOCUMENTS

IT IS notified for the information of the general public that a blank cheque leaf No. 084147 has been stolen. That a blank issue and receipt voucher book (S. 12), serial No. F31551 to F31600 has been lost. That a forged local purchase order book serial No. 57601 to 57650 is in circulation and is purported to belong to this ministry. The government does not accept any liability arising from the services obtained through the use of any of these documents.

J. K. N. NYETTE,
for Permanent Secretary.

GAZETTE NOTICE No. 3118

THE INDUSTRIAL COURT

CAUSE No. 1 OF 1984

Parties:

Kenya Engineering Workers' Union
and
Southern Engineering Co. Ltd.

Issue in dispute:

Redundancy/provident fund payment to Evanson Wafula.

THE Kenya Engineering Workers' Union shall hereinafter be referred to as the claimants and Southern Engineering Co. Ltd. shall hereinafter be referred to as the respondents.

2. The parties were heard in Nairobi, on 28th November, 1984, 25th January, 1985 and 8th May, 1985, and relied on their written and verbal submissions.

AWARD

3. The parties are in disagreement over the question of an earlier understanding arrived at when calculating redundancy payment to Evanson Wafula, who was declared redundant on 31st July, 1980.

The respondents are based in Mombasa. On 30th June, 1980, the company was bought by Messrs. Kurji and Kurji with an understanding that the former employees would be paid all their dues. During that period the company experienced serious financial hardship. It was then decided to find a formula to compensate the employees for loss of their jobs. The respondents then decided to retire some employees who had attained the age of 55 years and over and those remaining were declared redundant on terms that the claimants considered unfavourable.

The claimants cited the case of Evanson Wafula, who had been in the service of the respondents as from 1st November, 1963, and was declared redundant on 31st July, 1980. At the time he was declared redundant he was earning a salary of KSh. 2,119.95 per month.

The claimants pointed out that in this particular case the respondents violated the parties collective agreement which provided for giving a notice period and paying redundancy compensation based on fifteen (15) days wages for each completed year of service. The respondents did not take into account the fact that Evanson Wafula was also a contributor to the Provident Fund Scheme. Mr. Wafula had in 1972 joined the Provident Fund Scheme and at the time he was declared redundant in 1980 had contributed KSh. 7,483.80.

On 30th June, 1980, the respondents advised the claimants of their intention to close down and sell their business as they were continuing to lose money. They gave the employees one month's notice to terminate their services and agreed to pay them their dues in accordance with the agreement. However, instead of paying Mr. Wafula on the basis of two weeks wages per each completed year of service as stipulated in the parties collective agreement the respondents based their calculation on hourly rate which was contrary to the agreement.

It is as a result of this variation in calculation of Mr. Wafula's entitlement that caused disagreement between the parties and a trade dispute had to be declared and later referred to this court.

The claimants further dispute the method of calculation applied to Mr. Wafula and requested the court to order the respondents to pay Mr. Wafula his redundancy compensation strictly in accordance with the agreement between the parties and his provident fund contributions as stipulated below:

Year	KSh.
1972	272.50
1973	704.50.
1974	784.70.
1975	780.00.
1976	811.25.
1977	855.00.
1978	962.00.
1979	1,343.30.
1980	970.55.

The court was requested to note that Mr. Wafula had not been paid his July, 1980 wages and his salary for fifteen (15) days worked in August, 1980 amounting to KSh. 3,178.80.

The respondents pointed that there was failure on the part of the union to negotiate benefits at the time the company was sold to Messrs. Kurji and Kurji. Apart from exchange of letters there was no proper agreement arrived at by both parties.

The respondents further stated that payment was made to Mr. Wafula of all his dues in good faith. He signed a statement confirming that the payment he received was in full settlement of his claim with the company.

The respondents informed the court that due to heavy losses which had been sustained by the company which meant that all

employees could not be paid their redundancy benefits, the old management and the claimants entered into negotiations as to how all the employees could be equally satisfied. A formula for paying the redundancy benefits was arrived at. It was agreed that out of an employee's redundancy benefits would be deducted the equivalent of his gratuity benefits and the company's pension. The resultant figure was then to be added to what an employee contributed towards his pension scheme and the figure arrived at paid to him as his terminal benefits.

Mr. Wafula's entitlement was calculated as shown below:

	Sh. cts.
Redundancy entitlement	13,696.30
	939.20
	12,707.00
Less company's pension	7,485.90
	5,221.00
Add Mr. Wafula's own contribution to the pension	4,032.00
	9,253.00

The respondents further stated that this scheme of payment of dues due to the former employees was explained to all the employees and they understood it in light of the problems facing the company at the time. They also understood that since the company was being sold without encumbrances whatsoever payment they received would be in full and final settlement of their dues. Mr. Wafula was paid KSh. 9,253 on 8th November, 1980, and he signed a statement of payment that it was full and final settlement of all his claims.

The respondents therefore submit that the claimants should not be allowed to be in breach of the earlier understanding fixing the formula of payments of redundancy benefits as in 1980 they had appreciated the serious financial problems which the respondents experienced before the sale of the company. A similar situation has surfaced again and as of now the company no longer operates.

The court finds that Mr. Wafula was entitled to a severance pay of KSh. 14,837.20 less the respondents contribution of KSh. 5,663.85.

The court awards that since Mr. Wafula has been paid KSh. 9,253 he should be paid the balance of KSh. 3,957.35. He should also be paid his salary for July and fifteen (15) days worked in August, 1980, if this has not been paid.

Given in Nairobi on the 11th July, 1985.

SAEED R. COCKAR,
Judge.
J. AWORI,
A. K. ARAP KERICH,
Members.

GAZETTE NOTICE No. 3119

THE INDUSTRIAL COURT

CAUSE No. 7 OF 1985

Parties:

Tailors and Textiles Workers Union
and
Kenya Uniforms Ltd.

Issue in dispute:

Dismissal of Samwel Ondhoro Kisanga.

THE Tailors and Textiles Workers Union shall hereinafter be referred to as the claimants and Kenya Uniforms Ltd. shall hereinafter be referred to as the respondents.

2. The parties were heard in Nairobi, on 19th June, 1985, and in addition to relying on their written and verbal submissions the claimants called Samwel Ondhoro Kisanga to give evidence on oath.

AWARD

3. The Notification of Dispute Form "A" dated 20th August, 1984, duly signed by both parties and was received by the court on 7th January, 1985, along with the statutory certificates signed by the Labour Commissioner and the Minister for Labour. Samwel Ondhoro Kisanga was employed on 2nd May, 1977, as a tailor by the respondents. The same company changed hands on 1st November, 1980, and Samwel Ondhoro Kisanga was taken on by the new management to continue working for them.

The claimants told the court that Samwel Ondhoro had requested two days compassionate leave to go home in Ahero in Kisumu District to build a hut. The claimants further told the court that Ondhoro Kisanga was supposed to be back on 6th October, 1982, but as he was confronted with a land case which he had never expected he knew that he was going to be late, so he decided to send a telegram to the respondents. And according to the claimants the telegram was sent on 5th October,

1982. They went further to say that the telegram purported to have been sent did not reach the respondents personnel department because there was an error regarding the box numbers as Ondhoro Kisanga had written box No. 72336 instead of box No. 72366. The claimants went further to say that on returning from home on 8th October, 1982, he was not allowed to resume work by the management despite the explanation as to why he had been delayed at home. The claimants also informed the court that Ondhoro Kisanga was asked by the management to produce the proof that he had sent the alleged telegram and therefore he was forced to return home. He returned to his place of work on 14th October, 1982, and produced two authentic documents the undelivered telegram certificate from post master, at Ahero post office and a letter from the chief addressed to the manager, Kenya Uniforms Ltd., explaining about the land case and at the same time asking the respondents to grant him leave on 25th October, 1982, to return home to attend the same land case. The claimants argued further that the respondents should not have sacked Samwel Ondhoro simply because he had missed several days without working, instead the respondents should have deducted these days from his twenty-six (26) days accrued annual leave. Lastly the claimants told the court that the investigation by the Ministry of Labour had found the dismissal as unjustified, and accordingly, the claimants requested the court to order the reinstatement of their member without loss of the privileges, and adequate compensation for the period he has been out of employment, or be paid all terminal benefits, all the monies due to him by the respondents and the maximum compensation for the wrongful dismissal.

The respondents countered the submissions by the claimants by saying that Ondhoro Kisanga had been granted two (2) days compassionate leave to go home to build a hut and was supposed to resume work on 6th October, 1982, but no word was heard from him until 14th October, 1982, when respondents decided to employ somebody to replace him, and Ondhoro Kisanga was considered a deserter. The respondents informed the claimants in writing that Ondhoro Kisanga had failed to report on duty on 6th October, 1982, without any notification to them and they had considered him to be no longer their employee. The respondents further informed the court that at the time of his dismissal he was earning a salary of KSh. 708 per month. The respondents concluded their submission by requesting the court to uphold their decision to dismiss him.

The court has taken into account the written and verbal submissions by both parties. What came to light when Samwel Ondhoro was called as a witness by the claimants was that he told the court nothing but a pack of lies. One example is the letter from the chief. He told the court that he got the letter from the chief and had it delivered to his employer in Nairobi by his friend the same day he wrote a telegram, i.e. 5th October, 1982. When the court scrutinized the photostat copy of the alleged letter from the chief it was found to be dated 11th October, 1982, and not 5th October, 1982, as alleged by Samwel Ondhoro Kisanga. It was obvious that Samwel Ondhoro had told a lie. Also when he was cross-examined by the respondents as to why he had written wrong box number of his employer. Samwel Ondhoro informed the court that he had sent his 11 year old son to send the telegram on his behalf, and therefore it was his son according to him who had made an error. The court could not be convinced that his 11 year old son could be able to process the telegram forms for sending the telegram. The court was of the opinion that Samwel Ondhoro Kisanga had used his son as a camouflage for his mistakes and his dishonesty. The court is not expected to show sympathy or help a dishonest employee. Samwel Ondhoro Kisanga has ruined his case by telling the court nothing but a pack of lies when called as a witness. The court rejects the claimants demands and upholds the respondents decision to dismiss him.

Given in Nairobi on the 23rd July, 1985.

SAEED R. COCKAR,
Judge.

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

GAZETTE NOTICE NO. 3120

THE INDUSTRIAL COURT

CAUSE NO. 65 OF 1984

Parties:

Kenya Bakers and Confectioners Workers Union
and
Elliot's Bakeries Ltd.

Issues in dispute:

Refusal to pay 14 bakery chargehands, 4 boilermen in Nairobi, 6 bakery chargehands and 4 maintenance assistants

in Nakuru KSh. 960 p.m. each, with effect from 1st September, 1982, to 30th April, 1983, for performing the duties of ovenmen as agreed between the parties.

Refusal by the company to appoint 18 ovenmen in accordance with the existing collective agreement as agreed between the parties.

THE Kenya Bakers and Confectioners Workers Union shall hereinafter be referred to as the claimants and Elliot's Bakeries Limited shall hereinafter be referred to as the respondents.

2. The parties were heard in Nairobi, on 15th February, 22nd March and 17th May, 1985 and relied on their written and verbal submissions.

AWARD

3. The Notification of Dispute Form "A" dated 27th March, 1984, duly signed by the parties was received by the court on 14th August, 1984, together with the statutory certificate signed by the Labour Commissioner.

The respondents are the largest company involved in bread baking and allied products, and have a large distribution outlets throughout the country. They have a recognition and a collective agreement with the claimants governing terms and conditions of employment for the unionizable staff. The last agreement was effective from 1st July, 1982, with a duration of two years. There was a further supplementary agreement which is the subject of the current dispute, and this was signed by the parties on diverse dates after a meeting held on 4th January, 1983.

The dispute before the court arose when the respondents failed to implement a part of the supplementary agreement entered into between their personnel officer with the claimants concerning 14 bakery chargehands, 4 boilermen in Nairobi, 6 bakery chargehands and 4 maintenance assistants in Nakuru. It was alleged that these workers performed additional duties, but were not paid in accordance with the parties supplementary agreement signed after a meeting held on 4th January, 1983. Issue number three of the supplementary agreement which is the subject of this dispute reads as follows:

Issue 3: Appointment of Ovenmen

"The parties agreed that the company shall select twelve suitable employees amongst the production personnel to be trained and appointed as ovenmen in accordance with the provisions of the current collective agreement between them. Meanwhile the duties of ovenmen shall continue to be shared between boilermen and bakery chargehands who fire, set oil, regulate oven and control oven heat, and each boiler and each bakery chargehand shall receive with effect from 1st September, 1982, a payment of KSh. 960 (nine hundred and sixty) as acting allowance for performing the duties of ovenmen. This payment shall continue until 30th April, 1983, within which period the company shall have trained the said ovenmen and appoint them with effect from 1st May, 1983. This arrangement shall apply to Nakuru Bakery also."

The respondents claimed the agreement entered into by their personnel officer and the claimants having been done without the management's knowledge and therefore was not binding on them. Yet, on looking at the three items agreed upon on that date, items (1) and (2) were immediately implemented and only item (3) was not implemented which is the subject of this dispute. It was therefore surprising to find the respondents backing out of one issue on grounds that this particular part of the agreement was defective and dubious.

During the early part of the hearing, the respondents informed the court that they were hopeful that there were all possibilities for the parties to settle the matter out of court, the court then conceded to their request, but on 22nd March, 1985, the parties reported their inability to come to an agreement and asked the court to proceed with the hearing as originally planned.

The claimants submitted that the respondents had failed to honour the agreement and have refused to pay 14 bakery chargehands, 4 boilermen in Nairobi and bakery chargehands, maintenance assistants in Nakuru KSh. 960 per month to each one of them for a period between 1st September, 1982, to 30th April, 1983, when these employees were asked to perform extra duties. The claimants argued that although this matter had been agreed upon by both parties they were surprised to find that things had taken a different turn and to date the respondents have not only failed to pay these workers but have also

failed to appoint 18 ovenmen in accordance with the supplementary agreement signed by both parties.

The claimants further claimed that they have noted with disappointment that at times, employees in the baking industry were made to work without following established job grading system. This unfortunate situation prevailed in the respondents organization despite demands that their members were to be placed in their proper job grades and paid accordingly. The case in point was that of ovenmen which was neither defined nor categorized. In Nairobi and Nakuru, for instance, there are six large ovens operating regularly. But, the arrangement as it existed then resulted in accusation and counter-accusation whenever something went wrong with the bread in the oven. It was due to these problems that parties had to have meetings and agree to place ovenmen in grade IV with a minimum salary of KSh. 1,280 per month with effect from July, 1982. It was further agreed at the meeting that management would recruit suitable personnel to fill these vacancies in due course.

In the meantime the jobs were to be shared between the existing staff and those who did additional work were to be paid KSh. 960 per month as an acting allowance until positions were substantively filled, and those employees affected by the new arrangements were each entitled to 8 months wage arrears at KSh. 960 per month which to date the respondents have refused to pay. The claimants demanded a sum of KSh. 215,096 being the total due to their members under this claim.

Originally the parties agreed to appoint 18 ovenmen in Nairobi and 10 in Nakuru but the respondents have only appointed 6 ovenmen in Nairobi and 3 in Nakuru. As a result of the delay in appointing the number of ovenmen required, these employees had to do two different jobs and were therefore justified in demanding additional payment as agreed. The cost to the respondents was to be some KSh. 215,096 and since this amount has not been paid they demanded this amount be paid plus interest. They strongly submitted that the meeting that decided on these issues was properly constituted with full management representation and as such all decisions taken were binding on the parties and must be honoured.

The respondents vigorously contented the claimants demands and said that their personnel officer, Mr. Ngugi, had no mandate to commit the company to an expenditure nearing a quarter million shillings without reference to the management. They termed the agreement outrageous and defective as it was signed under dubious circumstances.

They further argued that the main agreement was signed on 24th September, 1982, while the supplementary agreement was reached at a meeting held on 4th January, 1983, and was signed by the National General Secretary, on 7th January, 1983, and on 10th January, 1983, the respondents personnel officer signed it. The acting chief shopsteward, who was at the 4th January, 1983, meeting also endorsed the agreement as correct.

The respondents explained to the court that before the signing of the collective agreement for the period July 1982 to June 1984 duties of ovenmen were done by shift controllers. But, in the above collective agreement the ovenmen's duties were defined as:

"An adult person engaged in controlling and operating an oven or ovens in connection with bread, cakes or biscuits production including setting, drawing, firing, etc. but excludes maintenance or repair of any boiler."

In the main agreement, ovenmen were placed in grade 4 with a minimum wage of KSh. 1,280 per month effective from 1st July, 1984, and there was no question of paying an acting allowance of KSh. 960 per month to workers for doing a job lower than one they already held. An acting allowance could only be paid where one acts in a superior grade. Clause 14 (b) which the claimants relied on for an acting allowance reads:

"Acting allowance.—An employee who acts in a grade higher than his own for ten consecutive days or more shall be paid an "Acting Allowance" equal to the difference between his own salary and the rate for the job in which he has been acting which will be backdated to the first day of acting in the higher grade. Acting appointment shall be notified to employee."

The respondents emphatically refuted the alleged agreement reached calling for an appointment of 18 ovenmen, and alleged that the supplementary agreement entered into between the claimants and the respondents personnel officer four months after signing the main one was peculiar because no agreement properly reached by both parties would be signed on different dates as was the case with this one. If this method was allowed then the document would be exposed to alterations or amendments without parties consultation. This situation made the

respondents doubt the circumstances under which the said agreement was signed and felt it was fraudulently done by those who attended the meeting and was therefore invalid.

The court having considered the argument advanced by the claimants, notes that the acting allowance demanded by the claimants was based on the supplementary agreement signed by the parties after the meeting held on 4th January, 1983, where respondents were represented by their personnel officer, R. G. Ngugi. The court has further noted that the management having implemented items one and two discussed and agreed to in the same meeting cannot now claim ignorance of item three. If their representative had exceeded his powers it cannot invalidate the agreement reached since he was sent to the meeting with the full mandate to act on the management's behalf. Turning to clause 14 (b) on acting allowance the court finds that, whereas claimants' members might have done additional task they cannot be entitled to a double wage and their demand for an acting allowance must fail since they did not act in a higher grade but were merely asked to take an additional responsibility in a lower grade which cannot qualify them for an acting allowance. However, since it was agreed by the respondents that these workers were properly asked to take additional responsibilities they were, in fairness, entitled to an extra remuneration for the extra work done.

The court in consideration of the parties submissions awards a payment of KSh. 660 per month, to each affected employee effective from 1st September, 1982. This payment is to cover a period of eight months.

The court finds no justification for paying KSh. 960 per month per person as claimed and must stress that part of this claim has already been paid to these workers through normal monthly earnings. The demand for 25 per cent interest on the sum awarded is also rejected.

The court must reject the claimants' demand that the respondents should appoint 18 ovenmen as this is a matter of management prerogative. The court notes that the respondents have already appointed 12 ovenmen.

Given in Nairobi on the 15th July, 1985.

SAEED R. COCKAR,
Judge.
G. M. OMOLO,
J. AWORI,
Members.

GAZETTE NOTICE NO. 3121

THE INDUSTRIAL COURT

CAUSE NO. 93 OF 1984

Parties:

Kenya Bakers and Confectioners Workers Union
and
Cofresh Agrapha Limited

Issue in dispute:

Recognition agreement.

THE Kenya Bakers and Confectioners Workers shall hereinafter be referred to as the claimants and Cofresh Agrapha Ltd. shall hereinafter be referred to as the respondents.

2. The parties were heard in Nairobi, on 18th March, 1985, and 14th June, 1985, and relied on their written and verbal submissions. The court invited a representative of Kenya Union of Domestic, Hotels Educational Institutions, Hospitals and Allied Workers to make submissions on the issue in dispute as well.

AWARD

3. The Minister for Labour signed the reference of this dispute to the Industrial Court, on 18th September, 1984, in accordance with section 8 of the Trade Disputes Act which reference the court received, on 26th September, 1984, together with the statutory certificate signed by the Labour Commissioner.

The respondents are a firm operating in Nairobi and are engaged mainly in manufacturing, preparing and packaging of flavoured and plain crisps, crunches, peas, roasted cashewnuts, salted peanuts, popcorn, etc. The respondents were established over ten (10) years ago and employ approximately 24 persons who are engaged in the production of confectionery making which entails enrobing of nuts and other foods by hand or machine.

The respondents claim to have a recognition agreement with the Kenya Union of Domestic, Hotels, Educational Institutions, Hospitals and Allied Workers which came into force on 26th October, 1982.

The claimants were registered as a trade union, on 6th December, 1977, and thereafter they proceeded on a membership drive in various industries and by 23rd July, 1983, the Kenya Bakers and Confectioners Workers Union had recruited as their members 19 of the 20 employees of the respondents.

The claimants stated that refusal by the respondents to recognize them stems from the fact that the respondents had entered into a recognition agreement with the Domestic Union as far back as 13th December, 1978, which agreement was later reviewed on 26th October, 1982. According to the claimants the check-off system purported to have been instituted by Domestic Union was dubious and did not conform to the normal practice of making deductions from each member's wages. The claimants proved that Domestic Union does not have any paying or contributing member in the employment of the respondents.

The claimants pointed out that the investigator appointed by the Ministry of Labour to look into this dispute on 9th November, 1983, had deliberately avoided including in the report salient points that were discussed between the parties. However, the findings of the investigator were not favourable to the claimants and they therefore proceeded to declare a trade dispute.

The claimants, however, maintain that in accordance with the Trade Disputes Act (Cap. 234, section 46), they have properly recruited over 99 per cent into their membership from the employees of the respondents which is more than the required simple majority. The claimants were therefore concerned about bringing their members under one umbrella. However, when it turned out to be that the Domestic Union was claiming to be the sole representative of these workers the claimants took further steps to seek from the Registrar of Trade Unions an official interpretation of the union's constitution on the basis of the Domestic Union's claim to have constitutional right to represent the industrial interests of employees in question.

The Assistant Registrar of Trade Unions wrote to the secretary-general of the claimants, on 27th May, 1983, and stated as follows:

"Confresh Agrapha Limited".—"The registered constitution of your union shall be open to all employees engaged in confectionery making factories. On the other hand rule 3 (a) of the registered constitution of the Kenya Union of Domestic Hotels, Educational Institutions, Hospitals and Allied Workers which governs its membership does not say that employees engaged in confectionery making factories are eligible for its membership and it seems that this union does not cover this category of employee."

The claimants then quoted the relevant clause in their constitution which is rule 3 (a) which reads as follows:

"Membership of the union will be open to all employees engaged in bakeries and to all employees engaged in pastries, biscuits cakes, confectionery making and sweets making factories provided such employee is not less than 16 years of age."

The claimants stated that it was clear from their registered constitution that they were the right union to represent the industrial interests of the unionizable employees of the respondents.

The respondents stated that refusal by them to recognize the claimants stems, from the fact that the respondents entered into a recognition agreement with the Domestic Union as far back as 13th December, 1973. This agreement was renewed on 26th October, 1982.

The respondents further stated that the agreement signed on 26th October, 1982, was meant to last for a period of five (5) years and if it is to be amended or modified either party should give the other a notice period of three (3) months.

The respondents went on to say that a check-off system in favour of Domestic Union was instituted and payment have been effected. The respondents pointed out that the Ministry of Labour appointed an investigator to look into this dispute in 1983, who recommended from the evidence made by the parties that the respondents were justified in rejecting the application of the claimants for recognition and that the respondents should continue recognizing the Domestic Union.

The respondents told the court that they were not aware that their employees are duly paid-up members of the claimants.

During the hearing the court decided to invite an official of the Domestic Union also to make submissions in this dispute as it affected them directly.

This official confirmed what the respondents had stated that there existed a recognition agreement between KUDHEIHA Workers and Cofresh Agrapha Limited since 1978. He stated that it is correct to state that respondents are within the jurisdiction of Domestic Union in accordance with its registered constitution. He informed the court that when the issue came about, his

union protested against the action of the appointment of the investigating committee since the claimants had filed a high court case against KUDHEIHA Workers but instead the Ministry of Labour went ahead with their action and came up with the recommendation which his union accepted. The respondents stated that the registrar erred in paragraph 4 of his letter due to the fact that he did not know what the respondents do and he was misled by the information contained in paragraph 4 of his letter.

The official concluded by saying that the respondents are not engaged in confectionery making rather they are dealing with making food in their main kitchen and all the foods they produce are fried in oil, etc.

The Division of Manpower, Planning and Development informed the court of its findings on the mode of payments of the employees subscriptions to the Domestic Union. Their findings through the records kept by the respondents indicated that from 1978 to date the column under union check-off has never been utilized by the respondents and the interested party appear to have misinformed the court of this basic requirement of the Trade Disputes Act (Cap. 234, section 45 (1)) and the Employment Act (Cap. 266, section 38). The respondents confirmed to the staff of Division of Manpower, Planning and Development that there has never been a check-off system between them and the Domestic Union.

The Division of Manpower, Planning and Development further stated that contrary to what has been advanced by the respondents and the interested party, they have in fact found out very serious irregularities which amount to misleading the court.

The following is an extract from the report of D.M.P.D.:

"The respondents submission paragraphs 2 and 3 narrates the check-off system and authority which appear to derive persuasive authority from their appendices 1 and 2. We are puzzled with revelations emanating from the employers that in 1978 they had a total permanent labour force of 8 employees which contradicts the interested party simple majority recruitment membership of about 20 employees. Mysteriously again the same number of employees appear to have been recruited in the year 1981 when the recognition agreement was renewed. Chronically speaking the respondents and the interested party should satisfy the honourable court by indicating their recruitment position in 1978 out of the 8 employees, engaged by the respondents by then, that warranted endorsing of a recognition agreement of that year 1978. In that sequence of events the respondents and the interested party should with case show in an analysis those employees who have continued/or have left out/or have joined in the later years due to one factor the other arising from the labour mobility. We can only therefore, deduce that KUDHEIHA Workers had not recruited simple majority membership within the respondents labour force in 1978 and it is not explicit on what basis was recognition agreement reached. In absence of evidence to that effect we are left out with only one proposition that KUDHEIHA Workers must have recruited their membership within the period between 1981 and 1984."

"The second irregularity arises from the receipts produced and tabled by the respondents and the interested party. Those receipts are five (5) in all and purportedly tabled to cover the period between 1978 up to 1984. Their industrial implications will be analysed as shown in the table I below":

RESPONDENTS SUBSCRIPTION PAYMENT ANALYSIS

Year	Receipt No.	Date	Amount	No. of Workers	Amount per Worker
			Sh.		
1981	C 18,3309	8-10-81	70		
1982	C 18,3278	10-2-82	200		
1983	C 18,3289	2-3-83	400		
1983	C KW 11263	8-9-83	100		
TOTAL	970		

"On table I we would like to report to the honourable court that the total amount of KSh. 970 was cash payment made by the employer to the interested party in this dispute from his own financial resources. This is strongly supported by the fact that, the employees have never been aware of this cash payments, neither its existence nor its purposes."

The respondents: Interested party and the D.M.P.D. all in table I have failed to indicate the employees' subscriptions for the years 1978, 1979 and 1980, respectively. This explicitly shows

the unusual claim to a membership without the necessary statutory subscriptions payment between 1978 up to 1980.

In 1981 according to the respondents' submission appendix 3, the KUDHEIHA Workers had a total membership of 20 employees recruited. In the same year the total subscriptions for the 20 employees stands at a tune of KSh. 70 implying that each employee had contributed KSh. 3.50 (KSh. 70÷20). The sources have it that each unions constitution specify the amount for subscriptions and for the KUDHEIHA Workers is KSh. 10 per employee for those employees earning less than KSh. 1,000 which means that KSh. 3.50 is not within the KUDHEIHA Workers constitution and which the respondents have indicated for the year 1981.

The year 1982 subscriptions were made in October at the tune of KSh. 200 similarly like 1981, we are not given the number of employees who contributed and how much per employee. The difference in the two (2) years' contributions is about KSh. 200-70=130 which implicitly indicate that this amount must have been paid at random.

The year 1983 when the claimants in this dispute appear to have recruited a majority membership of 99 per cent is the year the respondents seem to have paid KSh. 700 in cash payment as the employees subscriptions to the KUDHEIHA Workers. This ammount was paid in three (3) bundles, one of KSh. 400, in March, 1983, the second of KSh. 100 in September, 1983 and the last one of KSh. 200 in November, 1983. We notice that the years 1981 and 1982 contributions amounted to KSh. 270 compared to KSh. 700 paid in single year 1983. The discrepancies in amount and the irregular manner in which payments seem to have been effected on one hand fails to support the respondents' position in this dispute. On the other hand, our points seven (7) up to eleven (11) also disapproves the interested party position that, they have continued to enjoy a recognition agreement with the respondent since 1978 simply because they have no evidence to show monthly subscriptions contributions from the employees in question. The most notable point here is that, in a total of six (6) years the total subscriptions claim to have been collected is KSh. 970 far much less than would be contributed by 10 employees in one year at a rate of KSh. 10 per employee which would be KSh. 1,200.

A careful examination of the receipts confirms our findings that there are very serious irregularities in this dispute. To exemplify the picture observed on table I, we see that receipt numbers especially the first three digits are the same, despite the fact that they paid different years and different time as shown herebelow:

Year	No.	Month
1981—C	18,3309	August.
1982—C	18,3278	February.
1983—C	18,3289	March.
1983—C	18,3290	November.
1983—C	11,262	September.

We are strongly convinced that the Registrar of Trade Unions had made his interpretations on the same grounds.

The court while making this award rules that although there was a recognition agreement entered into between the Domestic Union and the respondents on 13th December, 1978, which agreement was reviewed on 26th October, 1982, the mode of payment of the employees subscriptions to the union (KUDHEIHA Workers) was dubious and did not conform to the normal administrative system of a check-off. Furthermore the employer admitted during the enquiry by the Division of Manpower Planning and Development that there has never been a check-off system between his firm and the Domestic Union.

The court further rules that the statement on the issue by the interested party (KUDHEIHA Workers) was misleading and could not be relied upon to justify their being recognized as sole representative of the employees of the respondents.

The respondents' submission did not satisfy the court that they had conducted their affairs correctly as far as this matter is concerned as there were a lot of discrepancies and irregularities arising from the documents which were examined by the Division of Manpower, Planning and Development. The most notable point here is that in a total six (6) years the total subscriptions claimed to have been collected is KSh. 970 far much less than would be contributed by 10 employees in one year at a rate of KSh. 10 per employee which would be KSh. 1,200.

After careful consideration of all the submissions the court awards that the claimants are the proper union for the respondents undertaking and the respondents should therefore recognize

the claimants. The recognition agreement should be signed within three (3) months of the date of court award.

Given in Nairobi on the 22nd July, 1985.

SAEED R. COCKAR,
Judge.

J. AWORI,
G. M. OMOLO,
Members.

GAZETTE NOTICE No. 3122

THE INDUSTRIAL COURT

CAUSE No. 401 OF 1984

Parties:

Kenya Union of Commercial Food and Allied Workers
and
Navy, Army and Airforce Institutes

Issues in dispute:

Leave travelling allowance.
House allowance.
Minimum wages.
Wage increase.
Sliding scales.

THE Kenya Union of Commercial Food and Allied Workers shall hereinafter be referred to as the claimants and the Navy, Army and Airforce Institutes shall hereinafter be referred to as the respondents.

2. The parties were heard in Nairobi, on 4th June, 1985, and relied on their written and verbal submissions.

AWARD

3. The Notification of Dispute Form "A" dated 29th June, 1984, duly signed by the parties was received by the court, on 20th December, 1984, together with the statutory certificate signed by the Labour Commissioner.

This dispute concerns 30 employees of the respondents, who are all stationed in Nairobi. The parties have entered and signed several collective agreements before the one in dispute. The previous collective agreement was effective from 1st May, 1981, and expired at the end of April, 1983. The parties entered into negotiations to revive this agreement soon after its expiry but failed to reach agreement on the issues now before the court.

Leave travelling allowance.—The claimants are demanding a leave travelling allowance of KSh. 600 instead of KSh. 250 currently being paid. This demand covers all categories of employees of the respondents. They based their demand on the current increased travelling expenses.

The respondents told the court that during a conciliation meeting chaired by a labour officer, in June, 1984, they had offered KSh. 280 when the claimants demanded KSh. 285. The respondents still stand at their offer of KSh. 280.

The court notes that what transpired at the meeting of June, 1984, has not been denied by the claimants so the court takes it that the deadlock was recorded because of a KSh. 5 difference. The court finds the respondents offer to be reasonable so the court awards KSh. 280 to be leave travelling allowance. The court rejects the claimants demand on this issue.

House allowance.—The claimants are demanding a house allowance of KSh. 850 for senior clerks, KSh. 700 for charge hands and general clerks and KSh. 600 for other grades, due to increased rent in the city. Currently, the house allowance is KSh. 500, 400 and 300, respectively.

The respondents have offered KSh. 560 for senior clerks, KSh. 450 for charge hand and general clerks and KSh. 350 for other grades.

After considering compensation due to these workers under scope for labour cost increase, the court finds the claimants demands to be too high while at the same time the offer by the respondents is too low. The court awards house allowance to be paid as shown below:

	KSh.
Senior clerks	600
Charge hand and general clerks	500
Other grades	400

Minimum wages.—The claimants are demanding a minimum wage rise of up to 110 per cent for their members who, due to high cost of living cannot make ends meet. The respondents did not think the current minimums were low but at the same time offered an average increase of 10.30 per cent.

After careful consideration the court finds the respondents offer to be reasonable and awards that the minimum wages be increased as per the respondents offer. The court rejects the claimants demand on this issue.

Wage increase.—The claimants on this issue are demanding increases of 25 per cent each year for the lower class, 20 per cent and 15 per cent for the middle class each year.

The respondents think the claimants demand is too high considering the nature of work the employees do. However, the respondents offered 12 per cent each year for the lower grades and 6 per cent and 5 per cent each year for the middle grades.

After considering all the submissions in respect of this issue, the court awards a wage increase of 15 per cent each year for the lower income group and 12 per cent each year for the middle income group.

Sliding scales.—The claimants are demanding annual increments of between KSh. 50 and KSh. 100 for the seven categories of the respondents employees, but agree to uphold the current sliding scales.

The respondents agreed with the claimants that the current sliding scales should continue but differed on the annual increments on which the respondents feel the claimants demand to be too high. The respondents offered an increment of KSh. 10 on each grade on the existing annual increments.

After careful consideration, the court awards that grades 1 to 4 be paid KSh. 40 and grades 5 to 7 be paid KSh. 60 as annual increments.

Given in Nairobi on the 17th July, 1985.

SAEED R. COCKAR,
Judge.

S. M. MAITHYA,
J. AWORI,
Members.

GAZETTE NOTICE No. 3123

THE INDUSTRIAL COURT

CAUSE No. 106 OF 1984

Parties:

Kenya Engineering Workers' Union
and

Kisumu General Engineering Group of F.K.E.

Issues in dispute:

Housing allowance.

Job grading.

Effective date.

THE Kenya Engineering Workers' Union shall hereinafter be referred to as the claimants and Kisumu General Engineering Group of F.K.E. shall hereinafter be referred to as the respondents.

2. The parties were heard in Nairobi, on 12th June, 1985, and relied on their written and verbal submissions.

(AWARD

3. The Notification of Dispute Form "A" dated 21st July, 1984, duly signed by the parties was received by the court, on 20th December, 1984, together with the statutory certificate signed by the Labour Commissioner.

This dispute concerns some 101 employees mainly employed in Kisumu town. The collective agreement between the parties expired on 31st December, 1982, and was signed by the parties in February, 1984, and registered by the court, on 28th March, 1984. The current dispute arose when the parties commenced negotiations on the current agreement which ought to have started two (2) years ago. During the hearing both parties blamed each other for the delay. However, during the negotiations the parties failed to agree on three issues which are now before the court for adjudication.

The respondents are made up of minor engineering firms operating in Kisumu town. They employ small staff ranging from three to twenty employees. This situation arose after the dissolution of the East African Community which made them lose the Tanzania/Uganda markets. Coupled with this, came a number of small indigenous businessmen in other small western Kenya towns whose activities have brought stiff competition to these firms thereby reducing their operations to Kisumu town only. The stiff competition in and around Kisumu has further reduced their number from original fifteen to the present nine employers only. As a matter of fact, activities of this group have been reduced to family concerns with very limited chances for future expansion. These hard economic facts have made many close down or cease to be members of the engineering group in order to avoid being bound to pay union rates. However, the situation might change for better with the recent opening of the Uganda/Tanzania borders.

The court would now like to examine various issues in dispute.

Housing

During the vigorous submissions made by the parties during the hearing, the claimants demanded deconsolidation of wages in accordance with guidelines (IV) (b) (ii) of 1982 wages guidelines amendment. They demanded that in order to arrive at the house allowance figure, the respondents should pay house allowance at 15 per cent of the current consolidated wages and not on the minimum as it is provided for under the guidelines.

The respondents on the other hand argued that the present collective agreement has no housing clause because the wages have remained consolidated for many years. They strongly submitted that they have adequately compensated their workers by increasing wages and other fringe benefits such as leave, travelling allowances and safari allowances, and that any additional financial burden on the present labour cost could not be sustained under the present economic conditions. Further, employees stand to gain more whenever their other benefits are calculated based on a consolidated wage. In any case their current wages are far above minimum and as such they pleaded with the court to maintain status quo.

The court has examined the arguments put forward by the parties and noted that only two members of the respondents are paying 15 per cent housing allowance on a consolidated wage while the rest continue paying only consolidated wages without a separate house allowance. The court, however, finds that the question of a separate housing is now a common practice throughout the country and as such agrees with the claimants and awards that wages must be deconsolidated immediately by providing for 15 per cent of the basic wage, to be the housing allowance. Those members of the respondents, who are paying 15 per cent of the consolidated wage as house allowance should continue to do so. Apart from this the court rejects the claimants demand under this claim.

Job grading

The claimants wanted the grading system to remain unchanged but the respondents argued that it was becoming extremely difficult to differentiate between those ungraded artisans from those with the trade test. It was their view that an additional grade would help to cater for those with government trade test. This would give an incentive to those who have no trade test to improve their skill. The move would increase current grades from five to six and will eliminate prevailing friction and controversy among workers who are currently lumped together with the ungraded artisans. The present grading system was last reviewed twenty years ago and it was felt that some changes along the lines proposed by the respondents were necessary. It was submitted that skilled artisans could be promoted to a higher grade if in the employer's opinion they have an equivalent experience. The court can see no justifiable reason to vary the current job grading and the respondents demand is accordingly rejected.

Effective date

The previous collective agreement expired on 31st December, 1982, and the next agreement was to commence on 1st January, 1983. The claimants were firm on the effective date and demanded that it remains unaltered. The respondents on the other hand blamed the claimants over the unwarranted delay in starting negotiations, a situation which has forced the court to hear a dispute on an agreement that expired over two years ago. In order to pressurize the claimants into starting an early negotiation, the respondents strongly submitted that the effective date be the date of the award. They felt that the respondents are small concerns and given the present state of the economy they are not in a position to pay arrears backdated to some two and a half years.

The court has noted the views expressed by both parties under this dispute and is disturbed with the time lag taken to resume negotiations before the expiry of the agreement. The court, however, must stress the urgency of starting early negotiations but cannot accept the present delay as an excuse for not paying arrears to their employees. It is the duty of every employer to make provision for yearly increases arising from court awards through voluntary agreements.

It has been a habit of the parties to blame each other for these delays and it would be unfair if workers were denied their rightful compensation because of the delays caused by someone over whom they really have no control. As this matter is causing the court some concern the court would like at this stage to caution the parties that it is to their mutual benefit that negotiations are started as early as possible.

In consideration of the foregoing submissions advanced by the parties, the court awards the effective date to be 1st January, 1983, for two years, and directs the parties to embark on the next round of negotiations immediately.

Given in Nairobi on the 18th July, 1985.

SAEED R. COCKAR,
Judge.

G. M. OMOLO,
J. AWORI,
Members.

GAZETTE NOTICE No. 3124**THE LIQUOR LICENSING ACT****(Cap. 121)****THE MURANG'A LIQUOR LICENSING COURT****Statutory Meeting**

NOTICE is given that the next statutory meeting of the Murang'a Liquor Licensing Court will be held in the District Commissioner's boardroom, on Monday, 11th November, 1985, at 10 a.m.

Applications to be considered at the meeting, whether for new licences, renewals, transfers, conversions or removals, should be submitted on the prescribed form with a KSh. 10 revenue stamp affixed and addressed to the District Commissioner, P.O. Box 7, Murang'a, so as to reach him on or before 25th September, 1985. Any application not received by this date will only be considered if received on or before 8th October, 1985, on payment of a late fee of KSh. 300.

Applicants for new licences, transfers, conversions or removals must appear in person before the court or be represented by an advocate. Attendance of applicants for renewals is optional unless there are objections in which case attendance is desirable.

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

Dated the 15th July, 1985.

M. R. WAGANAGWA,
Chairman,
Murang'a Liquor Licensing Court.

GAZETTE NOTICE No. 3125**THE LIQUOR LICENSING ACT****(Cap. 121)****THE KITUI LIQUOR LICENSING COURT****Statutory Meeting**

NOTICE is given that the next statutory meeting of the Kitui Liquor Licensing Court will be held at the Kitui County Council chamber, on Monday, 11th November, 1985, at 10 a.m.

All applications to be considered at the meeting, whether for new licences, transfers, renewals or removals should be submitted on the appropriate forms with a KSh. 10 revenue stamp affixed and addressed to the District Commissioner, P.O. Box 1, Kitui, so as to reach on or before 25th September, 1985. Applications received after this date may be considered if received on or before Friday, 11th October, 1985, and on payment of KSh. 500 being late application fee.

Applicants for new licences, transfers and removals must appear personally before the liquor licensing court or be represented by an advocate. Attendance in court of applicants for renewals is optional unless there are objections in which case attendance is desired. Applicants are advised to submit their applications by registered post.

Dated the 16th July, 1985.

J. B. MAGHASI,
Chairman,
Kitui Liquor Licensing Court.

GAZETTE NOTICE No. 3126**THE ANIMAL DISEASES ACT****(Cap. 364)**

IN EXERCISE of the powers conferred by section 5 of the Animal Diseases Act, I declare—

- the areas specified in schedule I to "infected areas" in respect of the diseases indicated at the head of such schedule;
- the notices specified in the first column of schedule II hereto to be amended in the manner specified in the second column of such schedule.

SCHEDULE I—FOOT-AND-MOUTH DISEASE

Rumuruti Location; The District Commissioner, Laikipia; Laikipia District.

Kekonyokie South Section (as delineated on boundary plan No. 534); The District Commissioner; Kajiado, Kajiado District.

L.R. No. 3524, 3664, 9844; The Manager, Lukenya Co-operative Ranching, Machakos; Machakos District.

L.R. No. 10255 and 4996; The Manager, Katelembo Co-operative Society, Machakos; Machakos District.

SCHEDULE II

<i>First Column</i>	<i>Second Column</i>
Gazette Notice No. 3828 dated 5th October, 1984.	By deleting from schedule II (Lumpy skin disease) thereto the following: Hussein Dairy; Hussein Zaidik, Kwale; Kwale District.
Gazette Notice No. 2150 dated 31st May, 1985.	By deleting from schedule I (Foot-and-Mouth Disease) thereto the following: L.R. No. 7600; The Manager, Malaba Farm, P.O. Mau-Summit; Laikipia; Laikipia District.
Gazette Notice No. 2249 dated 7th June, 1985.	By deleting from schedule I (Foot-and-Mouth Disease) thereto the following: Kinango Location; The District Commissioner, Kwale; Kwale District.

Kabete,
22nd July, 1985.

W. M. NJOROGE,
Director of Veterinary Services.

GAZETTE NOTICE No. 3127

CUSTOMS AND EXCISE DEPARTMENT

NOTICE is given that the undermentioned goods will be sold by public auction at Customs Warehouse, Kilindini, on 3rd September, 1985, if they will not have been cleared before then.

Intending purchasers may view the same on 30th August, 1985.

GOODS LYING IN CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

<i>W.E.K. No. and Date</i>	<i>Ship's Name</i>	<i>Date</i>	<i>Marks and Numbers</i>	<i>Description of Goods</i>
Lot No. 634 67/6-5-85 65-164 Lot No. 635	Kota Abadi ..	10-3-85	Country Mans CHA/187 CNL/AM Colombo No. 1-250. Serendi B Manufacture ESR Merchan Colombo. Papercor Colombo Asms Colombo NIL	1 carton glassware. 1 bundle rakes. 1 carton pencil box. 1 case spoons. 1 carton hurrican lamps; 1 carton electrical spares; 1 carton stoves; 1 carton kitchen ware; 1 carton welding rods; 1 case axes.
Lot No. 639 18/4-3-85 65-87 Lot No. 640 Lot No. 641 400/4-2-85 65-127 Lot No. 642 68/4-3-85 65-159 Lot No. 643 157/8-8-83 65-2 Lot No. 644 Lot No. 645 Lot No. 646 374/4-2-85 65-51 Lot No. 647 10/4-3-85 65-162	Maharastra .. Uskok .. Mariner .. Coffee Trader .. Kota Petan .. G. Oldendorf ..	17-1-85 3-12-84 24-1-85 — 21-12-84 24-1-85	Naihenya Mombasa No. 48/86 .. BRTF Port Lois Mauritious .. NIL Marks Devji Mech 31 Ruiru via Mombasa .. NIL NIL NIL Guadalupe Missioners Fr. Gustavo Rosello MG P.O. Box 41418, Nairobi Kenya, East Africa,	33 crates pipe fittings. 2 crates PVC pipes (2 pieces). 2 loose tyres. 3 bundles empty bags. 3 cartons calendars. 3 cartons personal effects. 2 cartons glass mirrows (2 pieces); 1 carton cells tape; 1 carton matches; 1 carton shoes, 1 carton toilet paper.
Lot No. 648 58/6-5-85 65-152 Lot No. 649 350/7-1-85	Nedlloyd .. Ekwiatkowski ..	11-3-85 10-11-84	Unimotors 676-1049 Kampala via Mombasa. Ekwiatkowski OCI Nairobi via Mom- basa. Benson Akungo P.O. Box 53338, Nai- robi Kenya via Mombasa 18394.	6 case Honda motor-cycles. 40 bags chemical.
Lot No. 650 Lot No. 651 253/1-10-84 64-129 Lot No. 652 Lot No. 653	Alexa II ..	26-8-84	Gesico SPRL Kigali Rwanda, .. NIL Don Bosco Catholic Dispensary, P.O. Box 986, Embu, Kenya. Rwandex/Kigali R10614-4888 via Mombasa. Wigglesworth & Co. Kenya Ltd. P.O. Box 90501, Mombasa Kenya 845688.	1 case personal effects. 9 cartons tapes. 2 pallets insecticide. 1 case medical equipment.
Lot No. 654 Lot No. 655 Lot No. 656 3077/1-85 65-40	Songla ..	5-11-84	Permanent Secretary, Ministry of Edu- cation, P.O. Box 7063, Kampala, Uganda P.O. No UTC, Jinja, CA 503-8 IDA Uganda Second Educa- tion Project Vacation Training Centre UTC Jinja I/C.	1 pallet spares. 1 carton spares. 1 case electrical equipment.
Lot No. 657 333/4-2-85 65-59 Lot No. 658 Lot No. 659 280/5-11-84	Julia Delmar .. Julia Del Mar ..	3-12-84 —	Rift Valley Prod Ltd. P.O. Box 1023 Nakuru. MA. Mombasa 60. Church of Uganda World Mission, P.O. Box 5405, Nairobi, Kenya. Ref Jack Morris Church of God World Mission, P.O. Box 51105, Nairobi Kenya, East Africa.	1 case machinery spares. 1 case spares. 1 case personal effects.
Lot No. 660 Lot No. 661 Lot No. 662 262/16-8-82 64-110 Lot No. 663 342/4-2-85 65-90 Lot No. 664	Apulia .. Altai Maru ..	25-6-82 23-12-84	NIL Ets. Chemferity Ltd. Nairobi Kenya via Mombasa. SL. Okeg, Nairobi Sdevi, Mombasa	3 drums personal effects. 2 units beds. 2 bundles steel pipes.
Lot No. 665 397/4-2-84 65-67 Lot No. 666 259/13-7-81 58-26 Lot No. 667 336/3-12-84	Anagel Harmony .. Mtdirfys .. Sunshine ..	25-12-84 27-5-81 7-10-81	Elgon Nairobi via Mombasa .. NIL Ruby/507/83 Karatas, Nairobi via Mombasa. PJ, Mombasa Rel/100/83 Nas Nairobi via Mombasa	100 bags fertiliser. 2 bundles steel plates. 2 cases auto spare parts.
Lot No. 668 Lot No. 669				1 case machine tools. 4 cases spares.

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

W.E.K. No. and Date	Ship's Name	Date	Marks and Numbers	Description of Goods
LOT No. 670 588/24-11-80 55-135	Sonzo	8-9-80	NIL	5 paper bags chemical.
LOT No. 671 45/1-4-85	Emerald Star ..	1-2-85	Rel/100/83 P&AK Ltd., Nairobi via Mombasa.	1 case auto spares.
LOT No. 672			BMHL Cepl 1035/84 Nairobi via Mombasa.	2 Gasli spares.
			BMHL Cepl 1035/84 Nairobi via Mombasa.	4 cases spares.
LOT No. 673			Aml Nairobi via Mombasa 1/05 ..	1 case S.T.C. clutch plates.
LOT No. 674 4/4-3-85	Victoria Bay ..	11-1-85	BDF East Africa 18636 No. 1-2 Nairobi via Mombasa.	2 drums S.T.C. raw materials.
65-186				
LOT No. 675 17/4-3-85	Christian Welch ..	7-1-85	Oxform P.O. Box 280, Kampala, Uganda	1 case S.T.C. hand-operated machine.
65-97				
LOT No. 676 35/6-5-85	Heronae	27-3-85	Rose 2176, Mombasa	60 cases sisal knives B/KL 0005.
LOT No. 677			H&C Kigali KKT/133077, Rwanda via Mombasa.	61 bales dressing materials (56 bales intact).
			NHK 1 Kampala via Mombasa 1-130	1 case padlocks.
LOT No. 678			MI, Mombasa No. 31	1 case umbrellas.
LOT No. 679			Ramji Kigali, of 11443 in Transit via Mombasa.	16 cases S.T.C. portable radio with cassette recorder.
LOT No. 680			Allied Traders Ltd. Box 11927 Nairobi Kenya.	10 cases electronic LCD.
LOT No. 681 65-90	Aitai Maru	23-12-84		
LOT No. 682 11/5-3-85	C/o Liverpool ..	3-1-84	Emco Ltd., of 998/82 3A 92301/Feal No. 699995, via Mombasa.	1 case S.T.C. spares.
63-27				
LOT No. 683 17/4-3-85	Christian Welch ..	7-1-85	Thomas Nelson Kenya Ltd., Dar es Salaam Road Industrial Area P.O. Box Nairobi Kenya.	15 cartons S.T.C. printed books.
LOT No. 684 267/5-11-84	Emerald Star ..	7-9-84	Kew Nairobi via Mombasa	1 case S.T.C. vehicle parts.
64-148				
LOT No. 685			CAK Ltd., Nairobi via Mombasa ..	1 case S.T.C. vehicle parts.
LOT No. 686 304/7-1-85	Emerald Star ..	15-11-84	US Ltd., Nairobi via Mombasa ..	1 case S.T.C. automobile spares.
65-136				
LOT No. 687 259/13-7-81	M.T. Dirphis ..	27-5-81	NIL	2 bundles steel plates.
64-35				
LOT No. 688 .. 26/1-4-85	Ubena	20-2-85	Machinery Electrical P.O. Box 74397 Nairobi, Kenya, via Mombasa.	1 case cable soldering irons.
65-178			NIL	9 cartons chemical; 4 cartons aluminium articles
LOT No. 689				
LOT No. 690 26/1-4-85	Ubena PGKL ..	20-2-85	Nairobi via Mombasa 52013	3 cases motor vehicle spares.
65-178				
LOT No. 691 4/4-3-85	Victoria Bay ..	11-1-85	Administration Officer, British High Commissioner, Kampala.	pallet S.T.C. printed papers.
65-186			Mackenzie Maritime Ltd., P.O. Box 90120, Mombasa, Kenya East Africa	5 cartons S.T.C. scribbling pads.
LOT No. 692			Pap. SSO, Mombasa	1 case S.T.C. rotating element for pump.
LOT No. 693				
LOT No. 694 356/3-12-84	Visha Ajay ..	13-10-84	M'Sugar, Mombasa	3 cases machinery parts.
65-20			REI/100'4/83 Nas. Nairobi, via Mombasa, Nos. 1, 2, 7.	3 cases spares.
LOT No. 695				
LOT No. 696 90/1-7-85	Gold Leaf	1-5-85	NIL Marks	3 drums coconut oil.
65-184				
LOT No. 697 45/1-4-85	Emerald Star ..	1-2-85	ABCSC. Nairobi via Mombasa ..	1 case clutch plate.
65-185				
LOT No. 698			Automann Nas Nairobi via Mombasa	3 cases auto parts.
LOT No. 699 35/6-5-85	Heroinae	—	NIL	1 unit used Toyota Sprinter saloon, chassis No. 019747, engine No. 2T-1514, 1514730.
LOT No. 700				1 box spares; 1 package sportswear.
LOT No. 701				1 unit Toyota Starlet estate car, chassis No. 0014797, engine No. 0015125 (IE).
LOT No. 702				1 unit Datsun Sunny saloon, chassis No. 204311, engine No. 008937.

UNCLAIMED AND ABANDONED GOODS FROM EX-UNKNOWN SHIPS LYING AT CUSTOMS WAREHOUSE, KILINDINI

Lot No.	CWN Number	Marks and Numbers	Description and Number of Packages
703	CWH 25/85 of 5-6-85 ..	Everest Paper Pro. Limited, Nairobi	1 case machinery spares.
	CWH 26/85 of 7-6-85 ..	Everest Paper Pro. Limited, Nairobi	1 carton spares.
		Record	6 tyres.
704		NIL	1 carton printed matter; 34 cartons filters.
705		NIL	2 cases used clothes.
		Kenya—9851	1 carton Colls tape.
		NIL	3 tyres.
		CNWPC SO SPK	1 bag canvas bags.
	CWH 26/85 of 7-6-85 cout. ..	Mat Mombasa	1 carton; 1 piece sewing machine.
706		CT 33 RW 2021 Mombasa	1 carton clothes.
707		NIL	1 bundle blankets.

UNCLAIMED AND ABANDONED GOODS FROM EX-UNKNOWN SHIPS LYING AT CUSTOMS WAREHOUSE, KILINDINI—(Contd.)

Lot No.	CWN Number	Marks and Number	Description and Number of Packages
708	CWH 27/85 of 11-6-85	R.K.S. Mombasa	1 carton flasks.
709		NIL	1 bundle rubber strips.
710		Kigali/Mombasa	1 case hand tools.
711		Edward Kakooza, Uganda	1 trunk used clothes.
712		J. Kamau, P.O. Box 450, Embu	1 trunk personal effects.
		Gasim Butembo	1 case spares.
		NIL	4 cases spares; 1 box spares.
		NIL	2 boxes personal effects and used clothes.
		Fourways Clearing Mombasa	1 carton felt pens.
		NIL	35 packages mixed items.
		B & C Blantyre via Nagala	1 carton spares.
713		NIL	1 carton electric machine
714		NIL	24 pieces used clothes.
	CWH 28/85 of 12-6-85	NIL	1 carton tubes.
		PT 12 Nairobi, Mombasa	1 carton gas refillers.
		NIL	1 carton bearings; 1 carton electric spares;
715			1 carton batteries.
		Howe and Tools Nairobi	1 carton advertising material.
		NIL	3 cartons mixed items; 1 carton spares.
		Dakar Dubai	1 carton chemical.
		Rwandex Kigali	1 carton matches.
		Surani 453/5479	1 carton glassware.
716		NIL	1 carton spares; 1 tyre.
		Kolli 17006446, Mombasa	1 carton; 1 piece spares.
		Destinare J. S. Omolo, P.O. Box 87344, Mombasa.	1 carton speaker.
717		Highway Store Nairobi	1 bale cloth material.
718		NIL	1 carton flasks; 1 carton hinges; 1 carton radio spares (casings); 1 carton tube valves.
719	CWH 28/85 of 12-6-85 Cont.	Maganga Enter., Nairobi	3 cartons assorted shoes.
	CWH 29/85 of 13-6-85	Sim Law, Nairobi	1 carton flower seeds.
		Adams Shuthiff, Nairobi	1 carton bulbs.
		NIL	2 cartons lubricating oil.
720		Kenzam Nairobi/Mombasa	1 carton bearings.
	CWH 29/85 of 13-6-86 Cont.	NIL	1 carton batteries; 1 carton flasks.
		Kobil Mombasa	1 carton lubricating oil.
		Zanco BC Mombasa	1 carton spares.
		NIL	1 carton spares; 1 carton; 1 piece spares.
721		M.C. Consolata Sisters Nairobi	5 cartons used clothes.
722		Joseph M. Kamau, Kiambu	2 cartons personal effects and printed matter.
723		Afro Elect. Nairobi	1 carton speakers.
		S.L. 78/135, Nairobi	1 carton spares.
		Bandak 2084	1 carton spares.
		Ind. Limited, Kampala	1 carton paper sheets.
		D.C. ERZ & P Mombasa	1 carton cassette racks.
		K4/5 Rafiki Intransit	1 carton spares.
724		NIL	5 cartons mixed items; 7 hammers; 1 axe;
	CWH 30/85 of 18-6-85		10 steel spares; 3 bags mixed items;
			3 bales sacks.
		4917148	1 carton spares.
		NIL	1 case welding rods; 2 cartons spares; 1 carton batteries; 1 carton books; 1 carton torches.
725	CWH 31/85 of 24-6-85	Ngala School for the Deaf, Nakuru	2 plates used clothes and miscellaneous items.
726	CWH 32/85 of 3-7-85	NIL	3 cases hand tools hoes and spares.
		T & SK/1995, Nairobi/Mombasa	1 case hand tools.
727		Benalco, Bujumbura, Rwanda	1 bale new clothes material.
		Benalco, Bujumbura	3 bales new clothes material.
728		NIL	3 cases bearings.
729		NIL	44 bags used clothes.
730		SB Kyambadde, Uganda	5 bags used clothes.
731		SUS Intransit, Mombasa	1 carton toilet paper.
732		W 285B/85	25 pieces new assorted clothes.
733			18 pieces second-hand assorted clothes.
		F89.11100	21 pieces assorted second-hand clothes.

EX-COURTS SEIZED GOODS REF: JUD/EXH/F/1/85 OF 8-3-85

Lot No.	Item No.	Number and Description of Goods
734	No. 1	6 ladies' handbags; 20 ladies' wigs.
735		66 pieces ladies' clothes.
736	No. 2	39 ladies' stockings; 49 pieces pants; 7 pairs socks.
737		30 pieces clothes.
738	No. 3	20 cartons Lux toilet soap.
739	No. 4	300 pieces shirts and jeans trousers.
740	No. 5	15 pieces wigs; 1 piece curtains material; 9 pairs shoes.
741		34 pieces clothes.
742	No. 6	8 boxes insulation tapes; 46 dozens spoons and 1 box Optrex solution.
	No. 7	10 pieces insulation tapes; 24 shirts; 29 pieces clothing material; 8 pieces khangas; decoration and perfumes.

Kilindini,
9th July, 1985.

N. O. ODINDO,
Assistant Commissioner of Customs and Excise,
Southern Region, Mombasa.

GAZETTE NOTICE No. 3128

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 TM. 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 any opportunity of withdrawing his application before the expense of preparing the notice of opposition is incurred. Failure to give such notice will be taken into account in considering any application by an opponent for an order for costs if the opposition is uncontested by the applicant.

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

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

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

The three applications appearing hereunder are proceeding in the name of COSMOS LIMITED, a limited liability company registered under the Laws of Kenya, pharmaceutical manufacturers, of Rangwe Close (Off Lunga Lunga Road), Industrial Area, P.O. Box 41433, Nairobi.

ALL IN CLASS 5—SCHEDULE III

ULSUCRAL

33082.—Pharmaceutical and veterinary products. 6th June, 1985.

PEEKAY

33084.—Pharmaceutical and veterinary products. 6th June, 1985.

ULGASTRIN

33086.—Pharmaceutical and veterinary products. 6th June, 1985.

IN CLASS 5—SCHEDULE III

DYNATON

33215.—Pharmaceutical preparation for veterinary and human use. MAC'S PHARMACEUTICALS LTD., manufacturers and merchants, of (off Dunga Road, Industrial Area), P.O. Box 43912, Nairobi, c/o M. M. Chaudhri, advocate, P.O. Box 43912, Nairobi. 3rd July, 1985.

IN CLASS 5—SCHEDULE III

RELIFEX

33224.—Pharmaceutical preparations and substances for human and veterinary use. BEECHAM GROUP PLC, a British company, of Beecham House, Great West Road, Brentford, Middlesex, England, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 4th July, 1985.

IN CLASS 29—SCHEDULE III



The translation into English of the Arabic characters appearing on the mark is "Cock Brand".

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

32181.—Edible oils and edible fats. EDIBLE PRODUCTS LIMITED, a company organized and existing under the laws of Singapore, of 255 Jalan Boon Lay, Jurong Town, Singapore 2261, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 9th July, 1984.

The two applications appearing hereunder are proceeding in the name of MEMCO CONSOLIDATED HOLDINGS LIMITED, incorporated in the Republic of Kenya, manufacturers and distributors of bar soaps and toilet soaps, of P.O. Box 28492, Nairobi.

BOTH IN CLASS 3—SCHEDULE III

SAMMS SOAP

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

32772.—Bar soaps and toilet soaps. 5th February, 1985.

UDA SOAP

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

32773.—Bar soaps and toilet soaps. 5th February, 1985.

IN CLASS 26—SCHEDULE III

AMIGOS

33261.—Wigs. KENYA CANVAS LIMITED, a private limited liability company incorporated in the Republic of Kenya and having its registered office at Nairobi, of P.O. Box 45688, Nairobi. 8th July, 1985.

IN CLASS 5—SCHEDULE III

ISOVIST

33262.—Pharmaceutical preparations, namely X-ray contrast media. SCHERING AKTIENGESellschaft, a German Co., of

170-178 Muellerstrasse, D-1000 Berlin 65, Germany, c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 11th July, 1985.

The two applications appearing hereunder are proceeding in the name of COSMOS LIMITED, a limited liability company registered under the laws of Kenya, pharmaceutical manufacturers, of (off Lunga Lunga Road, Industrial Area), P.O. Box 41433, Nairobi.

BOTH IN CLASS 5—SCHEDULE III

SCAD

33130.—Pharmaceutical and veterinary products. 18th June, 1985.

TIBINA

33131.—Pharmaceutical and veterinary products. 18th June, 1985.

APPLICATION ADVERTISED BUT NOT PROCEEDING

TMA. No. 31910.—PRETTY POLLY in class 25 (schedule III) in the name of PETTICOAT LIMITED advertised in the Kenya Gazette of 4th May, 1984 under Gazette Notice No. 1726 on page 536. This application has been withdrawn by the applicants with effect from 22nd November, 1984.

TMA. No. 32701.—PROKOMIL in class 5 (schedule III) in the name of MAC'S PHARMACEUTICALS LIMITED advertised in the Kenya Gazette of 1st February, 1985 under Gazette Notice No. 453, on page 212. This application has been withdrawn by the applicants with effect from 10th July, 1985.

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

TMA. No.	Trade Mark	Class and Schedule	Name of Applicant
10191	DYNOTOX	5 (Schedule III)	FISONS LIMITED

Nairobi J. K. MUCHAE,
18th July, 1985. Senior Deputy Registrar of Trade Marks.

GAZETTE NOTICE NO. 3129

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 TM. 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 any opportunity of withdrawing his application before the expense of preparing the notice of

opposition is incurred. Failure to give such notice will be taken into account in considering any application by an opponent for an order for costs if the opposition is uncontested by the applicant.

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

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

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

The two applications appearing hereunder are proceeding in the name of SHANTI PERFUMERY WORKS LTD., a private limited company, incorporated under the laws of Kenya, manufacturers of cosmetics, of Bamburi Road, P.O. Box 43127, Nairobi.

BOTH IN CLASS 3—SCHEDULE III

GOLD MEDAL

33001.—Cosmetic products; lotion, shampoo, perfume spray, hair oils, cream, brilliatine, pomade, talcum powder and baby products. 7th May, 1985.

GOLD CUP

33002.—Cosmetic products; perfume spray, lotion tonic, oils, cream, pomade, talcum powder, brilliantine and baby products. 7th May, 1985.

IN CLASS 5—SCHEDULE III

THYMEON

33200.—Psychotropic preparations. ORSEM, of 22, rue Garnier, 92200 Neuilly-sur-Seine, France, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 28th June, 1985.

The three applications appearing hereunder are proceeding in the name of VETEM S.p.A. of 24, V.leE. Bezzi, Milan, Italy, and c/o Messrs. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa.

ALL IN CLASS 5—SCHEDULE III

DICLOXACILLINA

33201.—Pharmaceutical and veterinary preparations. 3rd July, 1985.

ENTEROFARMA

33202.—Pharmaceutical and veterinary preparations. 3rd July, 1985.

EUTETRA

33203.—Pharmaceutical and veterinary preparations. 3rd July, 1985.

IN CLASS 5—SCHEDULE III

TEMOPEN

33225.—Pharmaceutical preparations and substances for human and veterinary use. BEECHAM GROUP PLC, a British company, of Beecham House, Great West Road., Brentford, Middlesex, England, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 4th July, 1985.

The three applications appearing hereunder are proceeding in the name of E.I. du Pont Nemours and Company, a corporation organized under the laws of the State of Delaware, of 1007 Market Street, Wilmington, Delaware, United States of America, and c/o Messrs. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa.

ALL IN CLASS 5—SCHEDULE III

COUMADIN

33208.—Medicinal preparation used as an anticoagulant. 3rd July, 1985.

NARCAN

33209.—Medicinal preparations used as a narcotic antagonist. 3rd July, 1985.

NUBAIN

33210.—Pharmaceutical analgesic preparation for human use. 3rd July, 1985.

The two applications appearing hereunder are proceeding in the name of IMPERIAL CHEMICAL INDUSTRIES PLC, of Imperial Chemical House, Millbank, London, SW1P 3JF, England, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

BOTH IN CLASS 5—SCHEDULE III

ZOLADEx

33239.—Pharmaceutical preparations and substances. 8th July, 1985.

ZALADEx

33240.—Pharmaceutical preparations and substances. 8th July, 1985.

IN CLASS 5—SCHEDULE III

"ULAX"

33230.—A laxative tablet, a pharmaceutical product for human use. Messrs. DIDY PHARMACEUTICAL LIMITED, a limited liability company registered under the laws of Kenya, manufacturers and merchants of pharmaceutical products, of Jambo house, Sheikh Karume Road, P.O. Box 41426, Nairobi, Kenya. 8th July, 1985.

The two applications appearing hereunder are proceeding in the name of AKTIEBOLAGET LEO, a Swedish company, of S-251 09 Helsingborg, Sweden, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

BOTH IN CLASS 5—SCHEDULE III

NICORETTE

33226.—Medical, pharmaceutical and veterinary substances and preparations including a chewing gum containing a resin-nicotine complex. 4th July, 1985.

TYMELYTE

33227.—Medical, pharmaceutical and veterinary substances and preparations. 4th July, 1985.

NOTICE OF AN ADDITION TO OR ALTERATION OF A REGISTERED TRADE MARK

Notice is given that pursuant to a request received in the Trade Marks Registry, State Law Offices, Nairobi, on 17th May, 1985, and in accordance with the provisions of section 38 and rules 89 to 92 of the Trade Marks Act (Cap. 506), the proprietors of TMA. No. 15922. Brother in class 25

(schedule III) advertised in the Kenya Gazette of 8th November, 1968, under Gazette Notice No. 3688 on page 1177 have amended the mark so that henceforth it appears as shown hereunder:



Nairobi,
11th July, 1985.

J. K. MUCHAE,
Senior Deputy Registrar of Trade Marks.

GAZETTE NOTICE NO. 3130

THE TRADE MARKS ACT

(Cap. 506)

REGISTERED USER

IT IS notified for regenal information that pursuant to a request received in the Trade Marks Registry, State Law Offices, Nairobi, Kenya, on 3rd December, 1984, the company whose name and address are given below has been entered in the Kenya's Register of Trade Marks as the registered user of the trade marks quoted below in respect of the goods for which they are registered in Kenya.

Registered proprietor.—Bata Limited Canada, a company incorporated under the laws of the Dominion of Canada, of 59 Wynford Drive, Don Mills, Toronto, Ontario, Canada, M3T 1K3.

Registered user.—Bata Shoe Company (Kenya) Limited, a Kenyan company, of P.O. Box 23, Limuru, Kenya.

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

Conditions and restrictions:

1. The proprietor proposes that Bata Shoe Company (Kenya) Limited, a company incorporated in the Republic of Kenya (hereinafter referred to as "the user") may be registered as a non-exclusive registered user of the trade marks quoted below in respect of the goods covered by the registration thereof (hereinafter called "the goods").

2. Under the terms agreed between the parties relating to the use of the said marks by the user, the proprietor has the right to approve the quality of the goods manufactured or prepared by the user and will from time to time issue directions to the user as to the mode of manufacture and the proprietor also has the right to receive such samples and to carry out such inspections as may be necessary.

3. The user has also agreed to manufacture or prepare the goods in accordance with the terms set forth in clause (6) above and has further agreed to use the trade marks in relation only to goods so manufactured or prepared.

4. It is not a term of the relationship between the parties that the user is to be sole registered user.

5. The proposed use it to be without limit of period but terminable by the proprietor on giving one month's written notice.

TM. No. 32565.—"Sparx" in class 18 (schedule III) in respect of umbrellas, parasols and walking sticks, whips, harness, saddlery and trunks in class 18. Advertised in the Kenya Gazette of 25th January, 1985 under Gazette Notice No. 254 on page 135.

TM. No. 32566.—"Sparx" in class 25 (schedule III) in respect of boots, shoes and slippers in class 25. Advertised in the Kenya Gazette of 25th January, 1985 under Gazette Notice No. 254 on page 135.

Representations of the above quoted Trade Marks can be seen at the Trade Marks Registry, State Law Offices, Nairobi, Kenya, and/or in the publications of the Kenya Gazette whose particulars are quoted above.

J. K. MUCHAE,
Senior Deputy Registrar of Trade Marks.

GAZETTE NOTICE NO. 3131

THE TRADE MARKS ACT

(Cap. 506)

REGISTERED USER

IT IS notified for general information that pursuant to a request received in the Trade Marks Registry, State Law Offices, Nairobi, Kenya, on 8th March, 1985, the company whose name and address are given below has been entered in the Kenya's Register of Trade Marks as the registered user of the trade marks quoted below in respect of the goods for which they are registered in Kenya.

Registered proprietor.—J. Lyons & Company Limited, a British company, of Cadby Hall, London W14 OPA, England.

Registered user.—J. Lyons & Company (Kenya) Limited, a company incorporated in Kenya, of Baba Dogo Road, P.O. Box 42646, Nairobi, Kenya.

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

Conditions and restrictions:

1. It is intended that the proposed permitted use of the said trade mark shall be subject to user being completely controlled in all material respects by the proprietor as a wholly-owned subsidiary of the proprietor or by virtue of the proprietor holding a sufficient majority of the share capital in the user to appoint the majority of the user's directors.

2. It is not intended as a condition of the appointment of the user as a registered user that it shall be the sole registered user.

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

TMA. No. 32097.—"Fruitree Cocopine", in class 32 (schedule III) in respect of concentrated cordials and beverages to be diluted before consumption. Advertised in the Kenya Gazette of 4th April, 1985, under Gazette Notice No. 1326, on page 488.

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

J. K. MUCHAE,

Senior Deputy Registrar of Trade Marks.

GAZETTE NOTICE NO. 3132

THE TRADE MARKS ACT

(Cap. 506)

REGISTERED USER

IT IS notified for general information that pursuant to a request received in the Trade Marks Registry, State Law Offices, Nairobi, Kenya, on 6th March, 1985, the company whose name and address are given below has been entered in the Kenya's Register of Trade Marks as the registered user of the trade marks quoted below in respect of the goods for which they are registered in Kenya.

Registered proprietor.—"Johnson & Johnson, a corporation organized and existing under the laws of the state of New Jersey, U.S.A., of one Johnson & Johnson Plaza, New Brunswick, New Jersey, U.S.A.

Registered user.—Janssen Pharmaceutica N.V., a company incorporated in Belgium, of Turnhoutsebaan 30, B-2340, Beerse Belgium.

Address for service.—C/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi, Kenya.

Conditions and restrictions:

1. It is intended that the proposed use of the said trade mark shall be subject to the user being completely controlled in all material respects by the proprietor as a wholly-owned subsidiary of the proprietor or by virtue of the proprietor holding a sufficient majority of the share capital in the user to appoint the majority of the user's directors.

2. It is not intended as a condition of the appointment of the user as a registered user that it shall be the sole registered user.

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

TM. No. 32859.—"Ripercol" in class 5 (schedule III) in respect of veterinary anthelmintic. Advertised in the Kenya Gazette of 29th March, 1985, under Gazette Notice No. 1225 on page 463.

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

J. K. MUCHAE,

Senior Deputy Registrar of Trade Marks.

GAZETTE NOTICE NO. 3133

THE TRADE MARKS ACT

(Cap. 506)

REGISTERED USER

IT IS notified for general information that, pursuant to a request received in the Trade Marks Registry, State Law Offices, Nairobi, Kenya, on 2nd July, 1985, the company whose name and address are given below has been entered in the Kenya's Register of Trade Marks as the registered user of the trade marks quoted below in respect of the goods for which they are registered in Kenya.

Registered proprietor.—"Winthrop Products Inc., a corporation organized and existing under the laws of the State of Delaware, of 90 Park Avenue, City of New York, State of New York, 10016, U.S.A.,

Registered user.—Sterling Products International Limited, a corporation organized and existing under the laws of the State of Nevada, of 90 Park Avenue, City of New York, State of New York, 10016, U.S.A.

Address for service.—C/o Messrs. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi, Kenya.

Conditions and restrictions:

1. The common parent of proprietor and user owns directly or indirectly, sufficient share capital of proprietor and user to enable the said common parent to appoint or elect, directly or indirectly, a majority of the directors of proprietor and user and it is a condition of the continued existence of the proposed registered user entry that this degree of ownership remains.

2. It is a term of the relationship between the parties that user is to be the sole registered user.

3. The proposed permitted use is to be without limit of period.

TM. No. 27412.—"Septalex", in class 5 (schedule III) in respect of medicinal and pharmaceutical preparations. Advertised in the Kenya Gazette of 15th August, 1980, under Gazette Notice No. 2406, on page 1052.

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

J. K. MUCHAE,

Senior Deputy Registrar of Trade Marks.

GAZETTE NOTICE NO. 3134

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. P3548 of 1985 in the Kenya Register of Patents on 11th July, 1985.

SCHEDULE

No. of application.—P3548.

Date of application.—11th July, 1985.

Name of applicant.—Sandoz Ltd., a Swiss body corporate, of 35 Lichtstrasse, 4002 Basle, Switzerland.

SCHEDULE—(Contd.)

Particulars of grant in the United Kingdom:

No.— 2,015,338 B.

Date.—6th March, 1978.

Date of filing complete specification.—2nd March, 1979.

Complete specification published.—12th September, 1979.

Nature of invention.—Pharmaceutical compositions containing an ergot alkaloid and heparin.

Documents, 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,
18th July 1985.J. K. MUCHAE,
Senior Deputy Registrar of Patents.

GAZETTE NOTICE NO. 3135

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 claim and interests so proved will be paid and satisfied and the several estates distributed according to law.

SCHEDULE

Public Trustee's Cause No.	Name of Deceased	Address	Date of Death	Testate or Intestate
201/85	John Kituku Kingoo	P.O. Box 36, Kikima, Machakos	3-3-83	Intestate
548/83	Hannington Ouma Ondier	P.O. Box 11, Karachuonyo, South Nyanza	27-9-79	Intestate
314/82	Beatrice Wangari Kuria	Gikui Village, Iyengo Location, Murang'a	28-5-81	Intestate
498/83	John Muigai Njoroge	P.O. Box 155, Kikuyu	11-6-79	Intestate
489/84	Nelson Wahome Kibuga	Kiamaina Farm, Kagumo, Kirinyaga	12-11-81	Intestate

Nairobi,
5th July, 1985.P. J. KAMAU,
Assistant Public Trustee.

GAZETTE NOTICE NO. 3136

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

Public Trustee's Cause No.	Name of Deceased	Address	Date of Death	Testate or Intestate
560/84	John Mungwala	Kakan Sub-location, Anduro Location, Siaya	19-6-83	Intestate
93/84	Lazarus Kengara Ogoti	P.O. Box 3, Keumbu	26-8-83	Intestate
208/84	Barnaba Odundo	Nyamninia School, P.O. Box 41, Yala	22-10-80	Intestate
691/80	Alexander Kweyu Okumu	Private Bag, Mumias	26-1-79	Intestate
1022/81	Jane Jennifer Achieng'	Wakiungu Sub-location, Samia, Busia	24-9-80	Intestate
224/85	Eli Habwe	Ibona Sub-location, East Bunyore Location, Kakamega	11-2-84	Intestate

Nairobi,
19th July, 1985.M. HANDA,
Senior Deputy Public Trustee.

GAZETTE NOTICE NO. 3137

IN THE HIGH COURT OF KENYA AT NAIROBI

PROBATE AND ADMINISTRATION

TAKE NOTICE that applications having been made in this court in:

CAUSE No. 422 OF 1985

By Alio Hassan Sirey, of P.O. Box 48994, Nairobi in Kenya, the deceased's father, through Messrs. Gathenji & Co., advocates, of Nairobi, for a grant of letters of administration intestate to the estate of Hussein Ali Hassan, late of Nairobi in Kenya, who died at Kenyatta National Hospital, Nairobi aforesaid, on 21st October, 1983.

CAUSE No. 430 OF 1985

By (1) Jennifer Cecilia Wangari Kigundu and (2) David Ngure Kairu, both of P.O. Box 75291, Nairobi in Kenya, the deceased's widow and brother-in-law, respectively, for a grant of letters of administration intestate to the estate of John Kigundu Kamau, late of Nairobi in Kenya, who died at Naivasha Road in Kenya, on 13th January, 1985.

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.

Dated the 24th July, 1985.

M. J. BHATT,
Senior Deputy Registrar,
High Court of Kenya, Nairobi.

GAZETTE NOTICE No. 3138

IN THE HIGH COURT OF KENYA
AT MOMBASA DISTRICT REGISTRY
IN THE MATTER OF THE ESTATE OF SHIRINBAI
SAIFUDDIN ABDULABHAI ANJARIA OF MOMBASA
PROBATE AND ADMINISTRATION

SUCCESSION CAUSE No. 57 OF 1985

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 Mombasa, on 23rd April, 1982, has been filed in this registry by Saifuddin Abdulabhai Anjaria, of P.O. Box 82759, Mombasa, in his capacity as the executor named in the deceased's will.

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 8th July, 1985.

ARVIND JAMIDAR,
*Deputy Registrar,
High Court of Kenya,
Law Courts, Mombasa.*

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

GAZETTE NOTICE No. 3139

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

SUCCESSION CAUSE No. 70 OF 1985

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 Mombasa, on 14th November, 1984, has been filed in this registry by Wangui Kahinga Nduruchi, of Mombasa in her capacity as a widow of the deceased.

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 at Mombasa the 28th June, 1985.

ARVIND JAMIDAR,
*Deputy Registrar,
High Court of Kenya,
Law Courts, Mombasa.*

GAZETTE NOTICE No. 3140

IN THE HIGH COURT OF KENYA
AT MOMBASA DISTRICT REGISTRY
IN THE MATTER OF THE ESTATE OF GEORGE ELLIOT
LAMBTON NICHOLSON OF MOMBASA
PROBATE AND ADMINISTRATION

SUCCESSION CAUSE No. 82 OF 1985

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 Watamu, on 23rd February, 1985, has been filed in this registry by (1) Margaret Nicholson, of P.O. Box 46, Watamu via Malindi and (2) Ralph Lambton Nicholson, of Townleigh Farm, Lewdown, Okehampton, Devon, England, in their capacity as the executors named in the deceased's will.

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 4th July, 1985.

ARVIND JAMIDAR,
*Deputy Registrar,
High Court of Kenya,
Law Courts, Mombasa.*

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

GAZETTE NOTICE No. 3141

IN THE HIGH COURT OF KENYA
AT MOMBASA DISTRICT REGISTRY
IN THE MATTER OF THE ESTATE OF NMIYABEN
VAJESING INAMDAR OF MOMBASA
PROBATE AND ADMINISTRATION

SUCCESSION CAUSE No. 94 OF 1985

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 Mombasa, on 8th January, 1985, has been filed in this registry by (1) Indravadan Tribhovandas Inamdar, of P.O. Box 90154, Mombasa and (2) Subodh Tribhovandas Inamdar, of P.O. Box 40503, Nairobi, in their capacity as executors named in the deceased's will.

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 12th July, 1985.

ARVIND JAMIDAR,
*Deputy Registrar,
High Court of Kenya,
Law Courts, Mombasa.*

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

GAZETTE NOTICE No. 3142

IN THE HIGH COURT OF KENYA
AT MOMBASA DISTRICT REGISTRY
IN THE MATTER OF THE ESTATE OF TRIBHOVANDAS
JEEBHAI INAMDAR OF MOMBASA
PROBATE AND ADMINISTRATION

SUCCESSION CAUSE No. 95 OF 1985

LET ALL the parties concerned take notice that a petition for Tribhovandas Inamdar, of P.O. Box 40503, Nairobi, in their a grant of letters of administration intestate to the estate of the above-named deceased who died at Mombasa, on 11th December, 1984, has been filed in this registry by (1) Indravadan Tribhovandas Inamdar, of P.O. Box 90154, Mombasa and (2) Subodh capacity as sons of the deceased.

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 12th July, 1985.

ARVIND JAMIDAR,
*Deputy Registrar,
High Court of Kenya,
Law Courts, Mombasa.*

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

GAZETTE NOTICE No. 3143

IN THE HIGH COURT OF KENYA AT KISII
IN THE MATTER OF THE ESTATE OF ORONYI
ONKENDI OF KISII DISTRICT
PROBATE AND ADMINISTRATION
SUCCESSION CAUSE No. 14 OF 1985

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 Bonyabwange/Bosinange/South Mugirango, on 10th March, 1984, has been filed in this registry by Nyagaka Onkendi, of Bosinange Sub-location, South Mugirango Location, P.O. Box 35, Kisii, in his capacity as son of the deceased.

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 at Kisii the 24th June, 1985.

C. O. ONG'UDI,
Deputy Registrar,
High Court of Kenya, Kisii.

GAZETTE NOTICE No. 3144

IN THE HIGH COURT OF KENYA AT KISII
IN THE MATTER OF THE ESTATE OF BENJAMIN
MOGERE NYANGACHI OF KISII DISTRICT
PROBATE AND ADMINISTRATION
SUCCESSION CAUSE No. 22 OF 1985

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 Nyagenke/Magenche/Majoge Borabu, on 21st January, 1979, has been filed in this registry by Samuel N. Rogito, of Nyagenke/Magenche Sub-location, Majoge Borabu Location, P.O. Box 494, Kisii, in his capacity as son of the deceased.

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 at Kisii the 18th June, 1985.

C. O. ONG'UDI,
Deputy Registrar,
High Court of Kenya, Kisii.

GAZETTE NOTICE No. 3145

IN THE HIGH COURT OF KENYA AT KISII
IN THE MATTER OF THE ESTATE OF MOKUA
ONKWARE OF KISII DISTRICT
PROBATE AND ADMINISTRATION
SUCCESSION CAUSE No. 29 OF 1985

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 Nyagoto Village, on 29th February, 1980, has been filed in this registry by Joseph Matibe, of Bokigoina Sub-location, Eronge Location, P.O. Box 196, Kisii, in his capacity as son of the deceased.

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 at Kisii the 4th July, 1985.

C. O. ONG'UDI,
Deputy Registrar,
High Court of Kenya, Kisii.

GAZETTE NOTICE No. 3146

IN THE HIGH COURT OF KENYA AT KISII
IN THE MATTER OF THE ESTATE OF MAKORI ARIGA
OF KISII DISTRICT
PROBATE AND ADMINISTRATION
SUCCESSION CAUSE No. 36 OF 1985

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 Girango Sub-location in East Kitutu, on 25th November, 1978, has been filed in this registry by Wilson Makori Ariga, of Girango Sub-location, East Kitutu Location, P.O. Box 477, Kisii, in his capacity as son of the deceased.

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 at Kisii the 4th July, 1985.

C. O. ONG'UDI,
Deputy Registrar,
High Court of Kenya, Kisii.

GAZETTE NOTICE No. 3147

IN THE HIGH COURT OF KENYA AT KISII
IN THE MATTER OF THE ESTATE OF NYAMBU
OMBACHI OF KISII DISTRICT
PROBATE AND ADMINISTRATION
SUCCESSION CAUSE No. 41 OF 1985

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 Bosamaro/Bomanono/West Mugirango Location, on 12th July, 1972, has been filed in this registry by James Onyambu, of Bomanono Sub-location, West Mugirango Location, P.O. Nyamira, in his capacity as son of the deceased.

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 at Kisii the 18th June, 1985.

C. O. ONG'UDI,
Deputy Registrar,
High Court of Kenya, Kisii.

GAZETTE NOTICE No. 3148

IN THE HIGH COURT OF KENYA AT KISII
IN THE MATTER OF THE ESTATE OF SUNDA NYAGA
OF KISII DISTRICT
PROBATE AND ADMINISTRATION
SUCCESSION CAUSE No. 54 OF 1985

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 Bokinami/Bogetario II/Bassi Chache, on 8th April, 1985, has been filed in this registry by Abisiba Kemunto, of Bogetario II Sub-location, Bassi Chache Location, P.O. Box 149, Kisii, in her capacity as wife of the deceased.

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 at Kisii the 18th June, 1985.

C. O. ONG'UDI,
Deputy Registrar,
High Court of Kenya, Kisii.

GAZETTE NOTICE No. 3149

IN THE HIGH COURT OF KENYA AT KISII
IN THE MATTER OF THE ESTATE OF ORWARU SUSANA
OF KISII DISTRICT

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE No. 55 OF 1985

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 Bokoma/Bogitaa/North Wanjare, on 20th February, 1985, has been filed in this registry by Teresia Gatuma, of Bogitaa Sub-location, North Wanjare Location, P.O. Kisii, in her capacity as the wife of the deceased.

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 at Kisii the 18th June, 1985.

C. O. ONG'UDI,
Deputy Registrar,
High Court of Kenya, Kisii.

GAZETTE NOTICE No. 3150

IN THE HIGH COURT OF KENYA AT KISII
IN THE MATTER OF THE ESTATE OF OMENYA MORERI
OF KISII DISTRICT

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE No. 58 OF 1985

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 Bokemweri/Bosansa/Bassi Borabu, on 29th December, 1984, has been filed in this registry by Zebedeo Nyangena, of Bosana Sub-location, Bassi Borabu Location, P.O. Box 81, Sotik, in his capacity as son of the deceased.

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 at Kisii the 18th June, 1985.

C. O. ONG'UDI,
Deputy Registrar,
High Court of Kenya, Kisii.

GAZETTE NOTICE No. 3151

IN THE HIGH COURT OF KENYA AT KISII
IN THE MATTER OF THE ESTATE OF BWANA
MABECHE OF KISII DISTRICT

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE No. 60 OF 1985

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 Wanjare South, on 5th April, 1985, has been filed in this registry by Zacharia Ombati, of Bokere Sub-location, Wanjare South Location, P.O. Box 2140, Kisii, in his capacity as son of the deceased.

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 at Kisii the 18th June, 1985.

C. O. ONG'UDI,
Deputy Registrar,
High Court of Kenya, Kisii.

GAZETTE NOTICE No. 3152

IN THE HIGH COURT OF KENYA AT KISII
IN THE MATTER OF THE ESTATE OF MIRUMO
ONYIMBO OF KISII DISTRICT

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE No. 63 OF 1985

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 Gesuguri Village, Bogiakumu, on 26th November, 1974, has been filed in this registry by Nyamanga Nyamanga, of Gesure Coffee Factory Sub-location, Wanjare Location, P.O. Box 1751, Kisii, in his capacity as son of the deceased.

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 at Kisii the 4th July, 1985.

C. O. ONG'UDI,
Deputy Registrar,
High Court of Kenya, Kisii.

GAZETTE NOTICE No. 3153

IN THE HIGH COURT OF KENYA AT KISII
IN THE MATTER OF THE ESTATE OF MAGAKI
OMAGWA OF KISII DISTRICT

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE No. 66 OF 1985

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 Bonyamwanga, South Mugirango, in 1976, has been filed in this registry by Moraa Magaki, of Bosinange Sub-location, South Mugirango Location, P.O. Box 35, Kisii, in her capacity as wife of the deceased.

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 at Kisii the 18th June, 1985.

C. O. ONG'UDI,
Deputy Registrar,
High Court of Kenya, Kisii.

GAZETTE NOTICE No. 3154

IN THE HIGH COURT OF KENYA AT KISII
IN THE MATTER OF THE ESTATE OF OKEBARARA
NYAKERUMA OF KISII DISTRICT

PROBATE AND ADMINISTRATION

SUCCESSION CAUSE No. 71 OF 1985

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 Bomariba, on 1st March, 1985, has been filed in this registry by Augustino Oteyo, of Bomariba Sub-location, North Wanjare Location, P.O. Box 113, Kisii, in his capacity as son of the deceased.

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 at Kisii the 18th June, 1985.

C. O. ONG'UDI,
Deputy Registrar,
High Court of Kenya, Kisii.

GAZETTE NOTICE No. 3155

IN THE HIGH COURT OF KENYA AT KISII
IN THE MATTER OF THE ESTATE OF ONDIEKI
KIANGO OF KISII DISTRICT
PROBATE AND ADMINISTRATION
SUCCESSION CAUSE No. 73 OF 1985

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 Mwamogesa, Kisii Town, on 25th December, 1980, has been filed in this registry by Joseph Mogaka Nyangau, of Daraja Mbili Sub-location, Central Kitutu Location, P.O. Box 1, Kisii, in his capacity as son of the deceased.

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 at Kisii the 11th July, 1985.

C. O. ONG'UDI,
Deputy Registrar,
High Court of Kenya, Kisii.

GAZETTE NOTICE No. 3156

IN THE HIGH COURT OF KENYA AT KISII
IN THE MATTER OF THE ESTATE OF MICHAEL ARERA
OPEDO OF SOUTH NYANZA DISTRICT
PROBATE AND ADMINISTRATION
SUCCESSION CAUSE No. 75 OF 1985

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 South Sakwa/Waware, on 17th August, 1982, has been filed in this registry by Okundi Owita, of Waware Sub-location, South Sakwa Location, P.O. Box 1436, Kakamega, in his capacity as son of the deceased.

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 at Kisii the 11th July, 1985.

C. O. ONG'UDI,
Deputy Registrar,
High Court of Kenya, Kisii.

GAZETTE NOTICE No. 3157

IN THE HIGH COURT OF KENYA AT KISUMU
PROBATE AND ADMINISTRATION
TAKE NOTICE that an application having been made in this court in:

CAUSE No. 26 OF 1984

By Jacton Khakhali Olenja, of Iboona Sub-location, East Bunyore, P.O. Box 391, Lwanda, Kenya, for a grant of letters of administration intestate to the estate of William Maganga Ogenga, late of Eshandumba Sub-location, South Bunyore, who died on 9th September, 1982.

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.

Dated at Kisumu the 4th July, 1985.

S. C. KHASIANI,
Deputy Registrar,
High Court of Kenya, Kisumu.

GAZETTE NOTICE No. 3158

CHRISTOPHER JAMES SEFTON THORNTON, 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 above-named deceased, who died on 30th May, 1985, at Westminster, England, is required to send particulars thereof to us on behalf of the personal representatives within thirty (30) days from the date of publication of this notice. The personal representatives intend thereafter to distribute the estate having regard only to claims then notified.

Dated at Nairobi the 17th July, 1985.

HAMILTON HARRISON & MATHEWS,
Advocates,
I.C.E.A. Building,
Kenyatta Avenue,
P.O. Box 30333, Nairobi.

GAZETTE NOTICE No. 3159

MAIMUNA BINTI ALI, 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 above-named deceased, who died on 28th June, 1984, at Nairobi, is required to send particulars in writing of his or her claim or an interest to the undersigned before 26th September, 1985, after which date the intended executrix will distribute the estate among the persons entitled thereto having regard only to the claims and interest of which they shall have had notice and will not as respect to the property so distributed be liable to any persons of whose claim they shall have had no notice.

Dated at Nairobi the 22nd July, 1985.

WARUHIU & MUTTE,
Advocates for the Intended Executrix.

GAZETTE NOTICE No. 3160

THE BANKRUPTCY ACT

(Cap. 53)

RECEIVING ORDER

Debtor's name.—V. G. Patel.

Address.—P.O. Box 7, Nanyuki.

Description.—Businessman.

Date of filing petition.—20th March, 1985.

Court.—High Court of Kenya at Nairobi.

No. of matter.—B.C. 1 of 1985.

Date of order.—26th April, 1985.

Whether debtor's or creditors' petition.—Creditors' petition.

Act or acts of bankruptcy.—Failure to comply with the requirements of a bankruptcy notice.

Dated the 12th July, 1985.

J. K. MUCHAE,
Senior Deputy Official Receiver.

GAZETTE NOTICE No. 3161

THE BANKRUPTCY ACT

(Cap. 53)

APPLICATION FOR DISCHARGE

Debtor's name.—Charan Singh s/o Keshar Singh.

Address.—P.O. Box 40722, Nairobi.

Description.—Businessman.

Court.—High Court of Kenya at Nairobi.

No.—Bankruptcy cause No. 28 of 1963.

Date fixed for hearing.—31st July, 1985.

Dated the 17th July, 1985.

P. OMONDI-MBAGO,
Deputy Official Receiver.

GAZETTE NOTICE No. 3162

THE BANKRUPTCY ACT
(Cap. 53)

ORDER ANNULING, REVOKING OR RESCINDING ORDER

Debtor's name.—Dr. James Muriuki.

Address.—P.O. Box 73898, Nairobi.

Description.—Businessman.

Court.—High Court of Kenya at Nairobi.

No.—Bankruptcy cause No. 16 of 1984.

Notice and date of order annulled, revoked or rescinded.—Receiving order dated 8th February, 1985.

Date of annulment, revocation or rescission.—11th July, 1985.

Grounds of annulment, revocation or rescission.—Debtor has complied with terms of bankruptcy notice No. 25 of 1984.

Dated the 17th July, 1985.

P. OMONDI-MBAGO,
Deputy Official Receiver.

GAZETTE NOTICE No. 3163

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 societies listed in the third schedule hereto have been exempted from registration under the provisions of the Societies Act (Cap. 108).

FIRST SCHEDULE

Name of Society	Date of Registration
Ikai Self Help Society	13-6-85
Kenya Advocates Employees Society	13-6-85
Jumuiatul Baladia Muslim Missionary of Kenya, Nakuru Town Branch	13-6-85
Naivasha Anyole Welfare Association	13-6-85
Kwakala Welfare Association	13-6-85
Kiangoma Welfare Society	13-6-85
Githaku Kia Karoki Welfare Society	13-6-85
Mbumbere Welfare Society	13-6-85
Komenya Oyugis Welfare Association	13-6-85
Busakala Welfare Association	13-6-85
Kanyabonyo Development Society	13-6-85
Ocean Club	13-6-85
Waka Waka Club	14-6-85
Chiga Welfare Society	14-6-85
Kauma Development and Funeral Association	17-6-85
Vulala Welfare Society	17-6-85
Itanya Welfare Society	17-6-85
Lamu Muslim Sisters Organization	17-6-85
Tuthu Welfare Association, Tuthu Branch	19-6-85
Idaisu Welfare Society	24-6-85
Nyada Welfare Association	24-6-85
Wanda Progressive Society	24-6-85
Inventors and Innovaters Association of Kenya	24-6-85
Kawino Indor, Munara Welfare Society	24-6-85
Agulu Progressive Union	24-6-85
Kaka Association	24-6-85
Kirika Agathigia Welfare Association	24-6-85
Opond Welfare Association, Komenya Komala Branch	24-6-85
Association of Kenya Medical Laboratory Officers, Western Branch	25-6-85

SECOND SCHEDULE

Name of Society	Date of Refusal
Bunyole Welfare Association	19-6-85
Cantina Darts Club	24-6-85
Child Guidance Programme	19-6-85
Dagoretti Youth Club	24-6-85
United Artists Promotion Club	24-6-85
Tatu Darts Club	19-6-85

SCHEDULE—(Contd.)

Sheikh Sala Seith Abas Foundation	24-6-85
Soy University Students Association	24-6-85
Rionano Church of God 7th Day	19-6-85
Progressive Association of Southern Gem Students	24-6-85
Miles Inn Day and Night Club	19-6-85
Machakos Country Bus Agents Association	19-6-85
Roots Unity Promotion	24-6-85
Kenya Society for the Adult Crippled	24-6-85
Islahil Islamiyya of Kenya, Makindu Sub Branch	19-6-85

THIRD SCHEDULE

Name of Society	Date of Exemption
National Famine Relief Fund Registered Trustees	1-2-85
National Nurses Association of Kenya, South Nyanza Branch	18-6-85

Dated at Nairobi the 5th July, 1985.

J. K. MUCHAE,
Senior Deputy Registrar of Societies.

GAZETTE NOTICE No. 3164

THE TRADE UNIONS ACT
(Cap. 233)

PURSUANT to section 63 of the above-mentioned Act, notice is given that the Nairobi branch of the Kenya Electrical Trades and Allied Workers' Union has been registered under the Trade Unions Act.

Dated the 5th July, 1985.

G. M. MWANIKI,
Assistant Registrar of Trade Unions.

GAZETTE NOTICE No. 3165

THE TRADE UNIONS ACT
(Cap. 233)

PURSUANT to section 63 of the above-mentioned Act, notice is given that the Western branch of the Kenya Electrical Trades and Allied Workers' Union has been registered under the Trade Unions Act.

Dated the 12th July, 1985.

G. M. MWANIKI,
Assistant Registrar of Trade Unions.

GAZETTE NOTICE No. 3166

THE TRADE UNIONS ACT
(Cap. 233)

PURSUANT to section 63 of the above-mentioned Act, notice is given that the Mount Kenya branch of the Kenya Electrical Trades and Allied Workers' Union has been registered under the Trade Unions Act.

Dated the 12th July, 1985.

G. M. MWANIKI,
Assistant Registrar of Trade Unions.

GAZETTE NOTICE No. 3167

THE TRADE UNIONS ACT
(Cap. 233)

PURSUANT to section 63 of the above-mentioned Act, notice is given that the Rift Valley branch of the Kenya Electrical Trades and Allied Workers' Union has been registered under the Trade Unions Act.

Dated the 12th July, 1985.

G. M. MWANIKI,
Assistant Registrar of Trade Unions.

GAZETTE NOTICE No. 3168

THE TRADE UNIONS ACT

(Cap. 233)

PURSUANT to section 63 of the above-mentioned Act, notice is given that the Coast branch of the Kenya Electrical Trades and Allied Workers' Union has been registered under the Trade Unions Act.

Dated the 12th July, 1985.

G. M. MWANIKI,
Assistant Registrar of Trade Unions.

GAZETTE NOTICE No. 3169

THE REGISTRATION OF BUSINESS NAMES ACT

(Cap. 499)

IT IS notified for general information that the following business name has been struck off the register in terms of the provision of section 17 (14) of the Registration of Business Names Act:

Reg. No.	Business Name
6873	Shah Kanji Ladan.

Dated the 27th June, 1985.

J. N. KING'ARUI,
Registrar of Business Names.

GAZETTE NOTICE No. 3170

THE REGISTRATION OF BUSINESS NAMES ACT

(Cap. 499)

IT IS notified for general information that the following business name has been struck off the register in terms of the provisions of sections 15 and 17 (1) of the Registration of Business Names Act.

Reg. No.	Business Name
90396	Kenya Private Education Services.

P. OMONDI-MBAGO,
Deputy Registrar of Business Names.

GAZETTE NOTICE No. 3171

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490)

REMOVAL AND APPOINTMENT OF COMMITTEE

WHEREAS inquiry has been held into the affairs of Shirika Co-operative Savings and Credit Society Limited, and whereas I am satisfied that the committee of the said society is not performing its duties properly.

Now, therefore, in exercise of the powers conferred by section 64 of the Co-operative Societies Act, the Commissioner for Co-operative Development removes the following members from the management committee.

L. O. Ambetsa (Chairman).
E. K. Muiruri (Vice-Chairman).
H. A. Otieno (Hon. Treasurer).
J. K. Kariuki (Hon. Secretary).

Members:

J. L. Adoli.
J. Wambua.
P. Ochieng.
O. Munyao.
J. Otieno.

And subsequently appoints the following persons to manage the affairs of the said society for a period to be determined by the commissioner, not exceeding twelve (12) months from the date of this order:

S. Kirugi (Chairman).
M. N. Mwaniki (Secretary).
E. N. Wambugu (Treasurer).

Members:

R. Muthiani.
F. Kigwi.

Given under my hand on the 15th July, 1985.

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

GAZETTE NOTICE No. 3172

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490)

ORDER

WHEREAS pursuant to section 66 (1) of the above Act, the Rau Fish Consumer Co-operative Society Ltd. has less than ten members.

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

Now, therefore, pursuant to section 66 (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 Provincial Co-operative Officer, Nairobi Area 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 28th June, 1985.

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

GAZETTE NOTICE No. 3173

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490)

EXTENSION OF PERIOD OF APPOINTED MANAGEMENT COMMISSION

IN EXERCISE of the powers conferred by section 64 of the Co-operative Societies Act, the Commissioner for Co-operative Development extends the period of the management commission appointed vide Gazette Notice No. 2392 of 22nd June, 1984, to manage the affairs of Victoria Farmers Co-operative Union Limited and appoints—

District Commissioner, South Nyanza (Chairman).
District Agricultural Officer, South Nyanza (Vice-Chairman).
District Development Officer, South Nyanza (Secretary).
Kenya Industrial Estates Branch Manager, Homa Bay (Treasurer).

Members:

Co-operative Bank of Kenya Branch Manager, Kisumu,
Joshua Arido,
Anesimo Akande,
Patrice Opanda,
Valentine Ondiek,

to be members of the management commission for twelve (12) months, with effect from 1st June, 1985.

Dated the 12th July, 1985.

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

GAZETTE NOTICE No. 3174

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490)

INQUIRY

WHEREAS I have of my own accord, decided that an inquiry be held into the by-laws, working and financial condition of Jasho Co-operative Savings and Credit Ltd. in accordance with section 61 of the Co-operative Societies Act.

Now, therefore, I authorize J. M. Handa, District Co-operative Officer, Narok, to hold an inquiry within two (2) months from the date hereof, at such place and time as may be expedient and duly notified by him. The attention of all officers and members of the society is directed to the following section of the Co-operative Societies Act:

Section 63 (1).—Costs of inquiry.

Section 63 (2).—Recovery of costs.

Section 87.—Offences.

Dated at Nairobi the 18th July, 1985.

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

GAZETTE NOTICE NO. 3175

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490)

EXTENSION OF PERIOD OF APPOINTED MANAGEMENT COMMISSION

IN EXERCISE of the powers conferred by section 64 of the Co-operative Societies Act, the Commissioner for Co-operative Development extends the period of the management commission appointed vide Gazette Notice No. 2932 of 3rd August, 1984, to manage the affairs of Matungulu Farmers Co-operative Society Limited and appoints—

N. D. Nzomo (Dr.) (Chairman),

T. N. Malinda (Vice-Chairman),

T. N. Kibua (Dr.) (Treasurer),

J. M. Mwikya (Secretary),

Members:

J. M. Kilonzo,

J. N. Mwaya,

J. N. Musembi,

to be members of the said management commission for twelve (12) months, with effect from 12th July, 1985.

Dated the 12th July, 1985.

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

GAZETTE NOTICE NO. 3176

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490)

WHEREAS I have of my own accord decided that an inquiry be held into the by-laws, working and financial condition of Mbita Co-operative Union Limited in accordance with section 61 of the Co-operative Societies Act.

Now, therefore, I authorize J. K. Mogire, principal auditor, of P.O. Box 798, Kisumu to hold an inquiry within two (2) months from the date hereof, at such place and time as may be expedient and duly notified by him. The attention of all officers and members of the society is directed to the following sections of the Co-operative Societies Act:

Section 63 (1).—Costs of inquiry.

Section 63 (2).—Recovery of costs.

Section 87.—Offences.

Dated at Nairobi the 18th July, 1985.

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

GAZETTE NOTICE NO. 3177

THE RATING ACT

(Cap. 267)

THE MUNICIPAL COUNCIL OF MERU

ADOPTION OF FORM OF RATING

PURSUANT to section 4 (1) (ii) of the Rating Act, notice is given that the Municipal Council of Meru has, with the approval of the Minister for Local Government adopted a site value rate as the form of rating in respect to the areas of the municipality set out hereunder:

The areas included in the 1980 Valuation Roll.

The area comprised within a depth of 50 metres along each side of the Meru-Maua Road but excluding plots to north of parcel Nos. Nyaki/Mulathankari/3194 and Nyaki/Mulathankari/1056.

The area comprised within a depth of 50 metres along each side of the Meru-Mikiduri Road but excluding plots to east of parcel Nos. Ntima/Igoki/59 and Ntima/Igoki/74.

The area comprised within a depth of 60 metres along the western side of the Meru-Chuka Road but excluding plots to the south of plot No. Ntima/Ntakira/1934.

The area comprised within a depth of 60 metres along each side of the Meru-Nanyuki Road up to the boundary of the Imenti Forest.

The whole of the area of the Imenti Forest comprised within the municipality.

The area comprised in the Kinoru Trading Centre.

The area comprised in the Gakoromone Trading Centre.

Dated the 28th June, 1985.

P. N. KAMUNDI,
Town Clerk.

GAZETTE NOTICE NO. 3178

OFFICE OF THE PRESIDENT NATIONAL YOUTH SERVICE

TENDER NOTICE

TENDERS are invited for the supply and delivery of the following items to National Youth Service:

Tender Nos.:

NYS. 1/85-86.—Supply of mechanical, automotive, electrical engineering, building trades, upholstery items and tools.

NYS. 2/85-86.—Supply of text books for electrical, motor vehicle technology and commercial training.

Tender documents showing details of specifications and list of items may be obtained from room No. 112 on first floor of National Youth Service Headquarters, Ruaraka, on payment of a non-refundable fee of KSh. 100 per two sets of the documents.

Completed tender documents which must be filled in full are to be enclosed in plain sealed envelopes marked "Tender No. NYS (as above)", and addressed to the Director, National Youth Service, P.O. Box 30397, Nairobi, or be put into the tender box situated at reception desk on the first floor, so as to reach him on or before 14th August, 1985, at 10 a.m.

Tenderers must state the brand/type/make of each and every item for which offers are being submitted in respect of tender No. NYS. 1/85-86 only. Failure to observe this condition will lead to automatic disqualification of any bid.

Prices quoted must be net, including delivery charges and all other government taxes and should remain firm for ninety (90) days from the date acceptance of offer awarded.

M. A. INGATI,
for Director,
National Youth Service.

GAZETTE NOTICE NO. 3179

OFFICE OF THE PRESIDENT KENYA POLICE

Supply of Portable Electric Welding/Power Plant

TENDERS are invited for the supply of quantity one portable electric welding/power plant. Unit to provide both DC welding power for up to 4 mm. electrodes and single-phase 240V 50H approximately 1.5 KVA output. The unit should be on a wheeled rigid frame, petrol driven engine. To be supplied with operating and comprehensive technical maintenance manuals.

Tender documents may be obtained on payment of a non-refundable fee of KSh. 30 from room 521 Police Headquarters.

Tenders must be in plain sealed envelopes marked "Tender No. Sigs/85-86/1", and addressed to the Commissioner of Police (attention of chief signals officer), P.O. Box 30083, Nairobi, so as to reach him on or before 9 a.m. on Monday, 12th August, 1985.

Prices quoted must be net, duty and sales tax paid, and expressed in Kenya shillings and remain valid for ninety (90) days from tender closing date.

I. R. MACHARIA,
Chief Signals Officer,
for Commissioner of Police.

GAZETTE NOTICE NO. 3180

OFFICE OF THE PRESIDENT
NYANDARUA DISTRICT

TENDER NO. 1/85-86

*Supply of Foodstuffs, Uniforms, Building Materials, Petrol,
Oil and Lubricants, Fuels and other Miscellaneous Items*

TENDERS are invited for the supply of foodstuffs, uniforms, building materials, petrol, oil and lubricant and fuels, bread and other miscellaneous items to various government departments, institutions and government schools in Nyandarua District for the calendar year 1986.

Tender documents with conditions of contract/schedule of requirements and specifications may be obtained from the district supplies officer at the district commissioner's office, room No. 31 during normal working hours on payment of a non-refundable fee of KSh. 20 per set of documents.

Completed tender documents showing bid prices against each item should be addressed to the District Commissioner, P.O. Private Bag, Nyahururu, or be placed into the tender box in the main building block entrance so as to reach him not later than 10 a.m. on 29th August, 1985. Tender opening will be at 10.30 a.m. on the same day.

Applicants must specify the items and divisions for which they intend to tender and supply for. In case of uniforms, samples of the cloth materials must accompany the application.

Tenders must be submitted in the prescribed forms in plain sealed envelopes clearly marked "Tender No. 1/85-86—Nyandarua District for 1986".

Prices quoted must be net, inclusive of all taxes, transportation charges and must remain firm for ninety (90) days after the closing date.

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

R. A. M. MKOJI,
for District Commissioner.

GAZETTE NOTICE NO. 3181

OFFICE OF THE PRESIDENT
KENYA POLICE

TENDER NOTICE

TENDERS are invited for the supply of the following items:

Tender Nos.:

CTO. 1/85-86.—Cutting and tailoring of canopies for various motor vehicles.

CTO. 3/85-86.—Supplying and fitting of $\frac{1}{2}$ ton L.P. gas tank. underground petrol tank.

CTO. 3/85-86.—Supplying and fitting $\frac{1}{2}$ ton L.P. gas tank.

CTO. 4/85-86.—Supply of workshop equipment and tools such as air compressors, trolley jacks, tyre removers, spanners, etc.

CTO. 5/85-86.—Supply of miscellaneous items such as tip top patches, brake fluid, insulation tapes, pop rivets, masking tapes, body fillers paste, welding rods, rexine material, etc.

CTO. 6/85-86.—Supply of BMW motor-cycle tyres, tubes and batteries.

CTO. 7/85-86.—Manufacture of water tank for water bowser (Isuzu lorry).

Tender documents in respect of the above items may be obtained from room No. 505A, fifth floor, Police headquarters building, on payment of non-refundable fee of KSh. 30 per set of documents for each tender.

Completed tender documents must be sent in plain sealed envelopes and marked "Tender No. (as above)".

and addressed to the Chief Transport Officer, Police Headquarters, P.O. Box 30083, Nairobi, or be deposited into the tender box located at the ground floor, Police headquarters building, so as to be received not later than 10 a.m. on 29th August, 1985.

Prices quoted must be inclusive of duty and sales tax and expressed in Kenya shillings.

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

S. K. KOINANGE,
Administrative Secretary.

GAZETTE NOTICE NO. 3182

OFFICE OF THE PRESIDENT
BARINGO DISTRICT

TENDER NO. 8/85-86

Supply of an Engine and Water Pump

TENDERS are invited for the supply of an engine and water pump for Kipkaech/Sesya Water Project.

Tender documents with details and specification can be obtained from the district supplies officer in person or against a written request on payment of a non-refundable fee of KSh. 50 per set of two documents.

Completed tender documents in plain sealed envelopes clearly marked "Tender No. 8/85-86—Supply of an Engine and Water Pump", and addressed to the District Commissioner, P.O. Box 1, Kabarnet, or be deposited into the district tender box, so as to be received on or before 26th August, 1985, at 10 a.m.

Prices quoted must include all government taxes and delivery charges and should remain firm for ninety (90) days after the closing date of the tender.

The government reserves the right to accept or reject a tender either wholly or in part and is not bound to give reasons for its decision.

J. K. KIPSEREM,
for District Commissioner.

GAZETTE NOTICE NO. 3183

OFFICE OF THE PRESIDENT
GOVERNMENT PRESS

TENDER NO. 4/85-86

Supply of Various Grades of Printing Paper

TENDERS are invited for the supply of various grades of printing paper to the Government Press during the current financial year ending 30th June, 1986.

Tender documents giving the necessary details may be obtained from the accountant's office, Government Press, on payment of a non-refundable fee of KSh. 100. Tenders will only be accepted if submitted on the prescribed forms or where circumstances warrant it, on photostat copies accompanied by the appropriate remittance per copy.

Tender documents duly completed must be enclosed in plain sealed envelopes marked "Tender No. 4/85-86", and addressed to the Government Printer, Government Press, P.O. Box 30128, Nairobi, or be placed into our tender box situated in Registry office, Government Press, Haile Sellasie Avenue, so as to be received on or before 23rd August, 1985. There must be no indication of the tenderer's name on the envelope and failure to observe this requirement will disqualify the tenderer. Samples must be submitted together with the bids.

Prices quoted must include duty and sales tax and delivery to Government Press and must remain valid for ninety (90) days from the closing date of this tender notice.

The government reserves the right to accept or reject any tender either wholly or in part unless the tenderer specifies to the contrary and does not bind itself to accept the lowest or any tender.

J. M. KAVOI,
for Government Printer.

GAZETTE NOTICE No. 3184

MINISTRY OF FINANCE AND PLANNING
KENYA RANGELAND ECOLOGICAL MONITORING
UNIT

TENDER No. KREMU/1/85-86

Staff Canteen to Let

TENDERS are invited to let a staff canteen at KREMU headquarters (off Mombasa Road, behind Belevue Cinema). Viewing will be allowed during office hours only. Tender documents are available on payment of a non-refundable fee of KSh. 20 from the office of the project manager.

Completed tender documents must be enclosed in plain sealed envelopes clearly marked "Tender No. KREMU/1/85-86", and addressed to the Project Manager, Kenya Rangeland Ecological Monitoring Unit, P.O. Box 47146, Nairobi, or be placed into the tender box at KREMU headquarters reception desk, so as to reach him on or before 15th August, 1985, at 4 p.m.

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

J. G. MURIITHI,
for Project Manager.

GAZETTE NOTICE No. 3185

MINISTRY OF HEALTH
KENYATTA NATIONAL HOSPITAL

TENDER NOTICE

TENDERS are invited for the supply and collection of the following items to and from Kenyatta National Hospital during the financial year, 1985-86 for tender (Nos. 1 and 2, and for the period 1985-87 for tender No.3:

Tender Nos.:

1/85-86.—I.C.U. and equipment, closing on 12th August, 1985.

2/85-86.—Cleansing material, closing on 12th August, 1985.

3/85-86.—Collection of pigswill, closing on 12th August, 1985.

Tender documents showing details of quantities and specifications can be obtained from Kenyatta National Hospital, office of the senior supplies officer, room No. 11, P.O. Box 20723, Nairobi, on payment of a non-refundable fee of KSh. 100 per set of documents for every tender.

Tender documents must be submitted in plain wax-sealed envelopes marked with the tender numbers shown above and addressed to the Senior Supplies Officer, P.O. Box 20723, Nairobi, or be deposited into the tender box next to the director's office, so as to reach him not later than 10 a.m. on the dates shown above.

Samples or brochures must also be submitted on or before the closing date for tender Nos. 1 and 2. Failure to observe these conditions disqualifies the tenderer.

Prices quoted must be net, duty and sales tax paid and must remain valid for ninety (90) days from the closing date.

The government reserves the right to accept or reject any tender either in whole or in part and does not bind itself to accept the lowest or any tender or give reasons for its decision.

T. F. WAMALWA,
*Senior Supplies Officer,
for Director,
Kenyatta National Hospital.*

GAZETTE NOTICE No. 3186

MINISTRY OF HEALTH
MEDICAL SUPPLIES CO-ORDINATING UNIT

TENDER No. 4/85-86

Supply of Surgical Instruments and Equipment

TENDERS are invited for the supply of the above-mentioned items to our government hospitals in the financial years 1985-86 and 1986-87.

Tender documents with all necessary details may be obtained from the Ministry of Health, Medical Supplies Co-ordinating Unit, Commercial Street, P.O. Box 40425, Nairobi, room No. 6

in person or against a written application on payment of a non-refundable fee of KSh. 200 for a set of tender documents.

Tender documents must be submitted in plain wax-sealed envelopes only marked "Tender No. 4/85-86—Surgical Instruments and Equipment", and addressed to the officer-in-charge P.O. Box 40425, Nairobi, or be placed into the tender box provided at the administration block, so as to be received not later than 10 a.m. on 23rd August, 1985.

Tenderers will also be required to sign an undertaking (on a format provided with tender documents) that they will provide a performance bond duly executed by themselves and their surety/guarantor should they be awarded the contract. This undertaking will constitute an important tender condition and should be submitted together with the bid as no offer will be considered unless the supplier has signed the undertaking.

Literature and or samples must be submitted with quotations on or before the closing date and failure to do that will lead to an immediate disqualification of a tenderer.

Prices quoted should be net, duty and sales tax paid, and should be for delivery to our hospital institutions. Prices must remain valid for a minimum period of ninety (90) days from the closing date of the tender.

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

G. M. NDOTTO,
*Officer-in Charge,
Medical Supplies Co-ordinating Unit.*

GAZETTE NOTICE No. 3187

MINISTRY OF TRANSPORT AND COMMUNICATIONS
AERODROMES DEPARTMENT

TENDER No. DOA/1/85-86

Supply of Electrical Items

TENDERS are invited for the supply and delivery of the above items.

Detailed tender documents giving specifications and conditions of tendering may be obtained from the senior supplies officer, Jomo Kenyatta International Airport, during normal working hours upon payment of a non-refundable fee of KSh. 50 per set of two. Payment should be made at the cashier's office on the 3rd floor of the administration block.

Completed tender documents must be submitted in plain sealed envelopes clearly marked "Tender No. DOA/1/85-86—Supply of Electrical Items", and addressed to the Director of Aerodromes, Jomo Kenyatta International Airport, P.O. Box 19001, Embakasi, Nairobi, or be deposited into tender box situated on the 3rd floor, so as to reach him not later than Friday, 23rd August, 1985, at 10 a.m.

Prices quoted must be net and to include delivery cost and expressed in Kenya shillings and should remain firm for ninety (90) days from 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 give reasons for its rejection.

S. S. LESRIMA,
*Director of Aerodromes,
for Permanent Secretary.*

GAZETTE NOTICE No. 3188

MINISTRY OF ENVIRONMENT AND NATURAL
RESOURCES

TENDER No. 3/85-86

Construction of Body Bus

TENDERS are invited for the construction of a Leyland body bus.

Tender documents with conditions of contract schedules or requirements, specifications may be obtained from the officer in-charge, Central Stores, Karura, P.O. Box 30126, Nairobi (one kilometre from Muthaiga roundabout, off Kiambu road), either personally or against a written application and on payment of a non-refundable deposit of KSh. 200.

Completed documents showing bid prices specified in the tender must be enclosed in a plain sealed envelope marked

"Tender Notice No. 3/85-86", and addressed to the officer-in-charge, Central Stores, Karura, P.O. Box 30126, Nairobi, or be placed into the tender box situated outside the stores offices at Karura Forest, so as to reach him not later than 10 a.m. on 29th August, 1985, 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.

F. M. NDIRANGU,
for Permanent Secretary.

GAZETTE NOTICE No. 3189

MINISTRY OF WATER DEVELOPMENT

TENDER NOTICE

TENDERS are invited for the supply and delivery of the following items to the Ministry of Water Development during fiscal year 1985-86:

Tender Nos.:

- 10/85-86 (re-advertised).—Supply and delivery of drilling oils, for period ending 30th June, 1986.
- 11/85-86 (re-advertised).—Supply and delivery of Kardex card cabinets.
- 12/85-86 (re-advertised).—Supply and delivery of tyres for heavy earth-moving equipment, for period ending 30th June, 1986.
- 13/85-86 (re-advertised).—Supply and delivery of prefabricated timber houses.

Detailed tender documents containing specifications may be obtained from Supplies Branch, Ministry of Water Development, office block Q, room No. 13, along Workshop Road, Industrial Area, on payment of a non-refundable fee of KSh. 100 for a set of each tender, at our revenue office, Maji House, ground floor, along Ngong' Road, Nairobi.

Completed tender documents in plain sealed envelopes marked clearly "Supply Tender No. (as above)", and addressed to the Chief Supplies Officer, Ministry of Water Development, P.O. Box 30521, Nairobi, or be placed into tender box No. 1 provided at the main entrance to Maji House, ground floor, Ngong' Road, so as to reach him not later than 9th August, 1985, at 10 a.m.

Prices quoted must be net, inclusive of all government taxes and delivery charges and should remain firm for ninety (90) days after the closing date of the tender.

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

J. O. NASIBI,
Chief Supplies Officer,
for Permanent Secretary.

GAZETTE NOTICE No. 3190

MINISTRY OF WORKS, HOUSING AND PHYSICAL PLANNING

SUPPLIES BRANCH

TENDER NOTICE

TENDERS are invited for the supply of the following items to government ministries/departments for the period ending 31st August, 1987, for tender Nos. 4/85, 8/85, 11/85 and 30th September, 1987, for tender No. 9/85:

Tender Nos.:

- 4/85.—Supply of domestic refrigerators.
- 8/85.—Supply of newspapers.
- 11/85.—Supply of electric cookers.
- 9/85.—Supply of oxygen, acetylene and other gases.

In the event of the government altering the rates of custom duties, sales tax and/or rates of controlled prices, both parties would consider appropriate price adjustment.

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

Tenders must be enclosed in plain sealed envelopes marked "Tender No. (as above)", and addressed to Officer-in-Charge, Supplies Branch, P.O. Box 78168, Nairobi or be placed into the tender box at the entrance of our office block, so as to be received on or before 23rd August, 1985, at 10 a.m.

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

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

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

R. L. ODUPOY,
Officer-in-Charge,
Supplies Branch,
for Permanent Secretary.

GAZETTE NOTICE No. 3191

MINISTRY OF WORKS, HOUSING AND PHYSICAL PLANNING

SUPPLIES BRANCH

TENDER NOTICE

TENDERS are invited for the supply of the following items/service to government ministries/departments, as and when required, for the period ending on 31st August, 1987 for tender No. 10/85 and 30th September, 1987 for tender Nos. 5/85 and 6/85:

Tender Nos.:

- 5/85.—Retreading of tyres.
- 6/85.—Supply of motor-cycles.
- 10/85.—Supply of motor vehicle batteries.

Tender documents giving the necessary details can be collected from the undersigned or sent on written request upon payment of un-refundable charge of KSh. 100 per set of two per tender.

Tenders must be enclosed in plain sealed envelopes marked "Tender No. (as above)", and addressed to the Officer-in-Charge, Supplies Branch, P.O. Box 78168, Nairobi, or be placed into the tender box at the entrance of our office block, so as to be received on or before 16th August, 1985, at 10 a.m. Participating tenderers are free to witness the tender opening process, but it will not be possible to announce the quoted prices.

Prices quoted must be net, duty and sales tax paid and expressed in Kenya shillings. In the event of government altering the rates of customs, sales tax and or rates of controlled prices, both parties would consider appropriate price adjustment.

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

R. L. ODUPOY,
Officer-in-Charge,
Supplies Branch,
for Permanent Secretary.

GAZETTE NOTICE No. 3192

MINISTRY OF TOURISM AND WILDLIFE

TENDER No. 2/85-86

Supply of Foodstuff to Nairobi Animal Orphanage

TENDERS are invited for the supply of the following foodstuff for a period of one year:

- Fruit and vegetables.
- Meat (beef).
- Concentrates and minerals supplements.
- Milk and bread.

Tender documents indicating details of quantities and conditions of tender are obtainable from the undersigned in 7th floor, Utalii House, room 721 on payment of a non-refundable fee of KSh. 20 per set. This amount must first be paid to the

cashier on 4th floor, Utalii House before collection of the documents.

Completed tender documents clearly marked "Tender No. 2/85-86—Supply of Foodstuff to Nairobi Orphanage", and addressed to the Permanent Secretary, Ministry of Tourism and Wildlife, P.O. Box 30027, Nairobi, or be placed into the tender box provided in room 705, Utalii House, so as to reach him on or before 19th August, 1985, at 10 a.m.

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

N. I. THUKU,
for Permanent Secretary.

GAZETTE NOTICE No. 3193

THE TRANSFER OF BUSINESSES ACT (Cap. 500)

NOTICE is given that the business of fish and chips merchants carried on by Fateali Abdulhussein Jamal and Kamrudin Abdulhussein Jamal under the business name of City Frys at L.R. No. 209/2558, Peponi House, Murang'a Road, Nairobi, has as from 1st July, 1985, been sold and transferred to Shamshudin Janmohamed Jamal and Al-Karim Kanji Jadavji Shivji who will from the said date carry on the said business at the same premises.

The address of the transferors is P.O. Box 48339, Nairobi.

The address of the transferees is P.O. Box 43189, Nairobi.

All debts due to and owing by the transferors in respect of the said business up to and including 30th June, 1985, will be received and paid by the transferors. The transferees are not assuming and do not intend to assume any liabilities whatsoever incurred in the said business by the transferors.

Dated at Nairobi the 25th July, 1985.

J. K. WINAYAK & CO.,
Advocates for the Transferors and Transferees.

GAZETTE NOTICE No. 3194

NOTICE OF CHANGE OF NAME

TAKE NOTICE that by a deed poll dated 6th March, 1985 duly executed and registered in the Registry of Documents at Nairobi as presentation No. 407 in Volume DI, Folio 6/83, File DXIX, by my client Charles Wamwanga Onyango, of P.O. Box 30532, Nairobi in the Republic of Kenya, formerly known as Charles Odhiambo Onyango, the said Charles Wamwanga Onyango absolutely renounced and abandoned the use of his former name Charles Odhiambo Onyango and in lieu thereof assumed and adopted the name Charles Wamwanga Onyango for all purposes. All persons are now authorized and requested at all times to designate, describe and address him by the name Charles Wamwanga Onyango.

Dated at Nairobi the 13th July, 1985.

R. D. MENEZES,
*Advocate for Charles Wamwanga Onyango,
formerly known as Charles Odhiambo Onyango.*

GAZETTE NOTICE No. 3195

NOTICE OF CHANGE OF NAME

NOTICE is given that by a deed poll dated 25th May, 1985, duly executed and registered in the Registry of Documents at Nairobi in Volume DI, Folio 22/289, File DXX duly executed by Ndirangu Gikenye, of P.O. Box 74344, Nairobi in the Republic of Kenya, formerly known as Paul Ndirangu, absolutely renounced and abandoned the use of his former name Paul Gikenye and in lieu thereof assumed and adopted the name Ndirangu Gikenye as aforesaid for all purposes and authorizes and requests all persons to designate and address him by the name Ndirangu Gikenye.

Dated at Nairobi the 26th August, 1985.

MURAGURI & MURAGURI,
*Advocates for Ndirangu Gikenye,
formerly known as Paul Ndirangu.*

GAZETTE NOTICE No. 3196

NOTICE OF CHANGE OF NAME

TAKE NOTICE that by a deed poll dated 16th April, 1985, duly executed and registered in the Registry of Documents at Nairobi as presentation No. 128 in Volume DI, Folio 3/34, File DXIX, by Wanjiru Githure, of P.O. Box 10, North Kiangop in the Republic of Kenya, formerly known as Martha Wambui Mwangi formally and absolutely renounced and abandoned the use of her former name Martha Wambui Mwangi and in lieu thereof assumed and adopted the name Wanjiru Githure aforesaid for all purposes and authorizes and requests all persons to designate and address her by the assumed name Wanjiru Githure.

Dated at Nairobi the 25th July, 1985.

J. K. GATUGUTA & COMPANY,
*Advocates for Wanjiru Githure,
formerly known as Martha Wambui Mwangi.*

GAZETTE NOTICE No. 3197

NOTICE OF CHANGE OF NAME

NOTICE is given that by a deed poll dated 29th April, 1985, duly executed and registered in the Registry of Documents at Nairobi as registration No. 526 in Volume DI, Folio 21/279, File DXIX by me Babu Karanja, of P.O. Box 529, Thika in the Republic of Kenya, formerly known as Karanja Gichau absolutely renounced and abandoned the use of my former name Karanja Gichau and in lieu thereof assumed and adopted the new name Babu Karanja as aforesaid for all purposes and I authorize and request all persons to designate and address me by the assumed name Babu Karanja only.

Dated at Thika the 24th January, 1985.

BABU KARANJA,
formerly known as Karanja Gichau.

GAZETTE NOTICE No. 3198

NOTICE OF CHANGE OF NAME

NOTICE is given that by a deed poll dated 1st July, 1985, duly executed and registered in the Registry of Documents at Nairobi as registration No. 141 in Volume DI, Folio 20/263, File DXIX by our client Mathenge Muhoya Kagumba, of P.O. Box 788, Nyeri in the Republic of Kenya, formally renounced and abandoned the use of his former name Joseph Mathenge Muhoya and in lieu thereof assumed and adopted the name Mathenge Muhoya Kagumba as aforesaid for all purposes and authorizes and requests all persons to designate and address him by the assumed name Mathenge Muhoya Kagumba.

Dated at Nyeri the 26th July, 1985.

MATHENGE MUCHEMI,
*Advocates for Mathenge Muhoya Kagumba,
formerly known as Joseph Mathenge Muhoya.*

GAZETTE NOTICE No. 3199

NOTICE OF CHANGE OF NAME

NOTICE is given that by a deed poll dated 24th July, 1985, duly executed and registered in the Registry of Documents at Nairobi in Volume DI, Folio 23/305, File DXIX by me Javanson Ngigi Njuguna Gichungu, of P.O. Box 835, Thika, formerly known and called by the name Ngigi Njuguna I formally and absolutely renounced and abandoned the use of my former name Ngigi Njuguna and in lieu thereof assumed and adopted the name Javanson Ngigi Njuguna Gichungu for all purposes. I authorize and request all persons to designate, describe and address me by my assumed name Javanson Ngigi Njuguna Gichungu.

Dated at Nairobi on the 24th July, 1985.

JAVANSON NGIGI NJUGUNA GICHUNGU,
formerly known as Ngigi Njuguna.

GAZETTE NOTICE No. 3200

MESSRS. SYSTEM VIDEO (K) LTD.
REMOVAL OF MOTOR VEHICLE

THE owner of motor vehicle registration No. KVV 912 is requested to remove his vehicle within fourteen (14) days from the date of publication of this notice, from the premises of Messrs. Systems Video (K) Ltd., upon payment of debts, storage and other incidental charges. Should the owner fail to pay all the charges aforesaid and remove the said motor vehicle as above, the vehicle shall be sold by public auction or private treaty under the Disposal of Uncollected Goods Act, 1952, and the proceeds applied to defray the said charges and the balance, if any, shall be held to the credit of the owner and in the event of any shortfall, the company shall institute legal proceedings for the recovery of the balance.

Dated at Nairobi the 24th July, 1985.

J. A. B. ORENGO,
Advocate for Systems Video (K) Ltd.

GAZETTE NOTICE No. 3201

KAKUZI LIMITED
 (Incorporated in Kenya)
LOSS OF SHARE CERTIFICATES

Certificate No. 6315 for 25 Stock Units and Certificate for 25 Stock Units issued on 25th January, 1965, and 4th February 1965, respectively, in the name of Joel Mwaura Githio

THE share certificate as detailed above having been lost or misplaced, notice is given that a duplicate of the said share certificates will be issued after thirty (30) days from the date hereof unless valid objection is lodged with the secretaries prior thereto and that on issue of a duplicate of the share certificates, the original share certificates detailed above will be deemed to have been cancelled.

Dated the 25th July, 1985.

C. J. D'SOUZA,
Secretary,
Estates Services Limited,
Secretaries,
P.O. Box 30572, Nairobi.

GAZETTE NOTICE No. 3202

THE HIGH COURT OF KENYA
SUMMER VACATION, 1985

THE summer vacation of the high court other than in the Coast Province, shall commence on Thursday, 1st August, and terminate on Sunday, 15th September, 1985.

2. The summer vacation of the high court in the Coast Province shall commence on Thursday, 1st August and terminate on Sunday, 18th August, 1985, both days inclusive.

3. During this period the trial of criminal cases and the hearing of criminal appeals will take place as usual.

4. A judge will hear urgent civil matters, if admitted to hearing on application made in accordance with the rules of court.

5. During the vacation the offices of the high court, elsewhere than at Mombasa, shall be open to the public from 8.45 a.m. to 12 noon on all week days other than public holidays.

6. During the vacation the offices of the High Court at Mombasa shall be open to the public from 8 a.m. to 11.45 a.m. on all week days other than public holidays.

7. All courts shall be closed on public holidays.

8. The courts and offices of the senior resident magistrates, resident magistrates, kadhis and district magistrates will be open during the usual hours for the government departments in each province.

9. Criminal cases in all the subordinate courts will be heard as usual, civil suits and civil matters of an urgent nature or those in which advocates are not engaged may also be heard in these courts if convenient.

Dated the 22nd July, 1985.

PHILIP OCHARO,
for Registrar,
High Court of Kenya, Nairobi.

GAZETTE NOTICE No. 3203

THE COMPANIES ACT
 (Cap. 486)

GAZETTE Notice No. 2628 of 28th June, 1985, in so far as it relates to East African Insurance Directories Limited, company registration No. 15410, is cancelled.

Dated the 8th July, 1985.

J. N. KING'ARUI,
Registrar-General.

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