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NAIVASHA PROBATION CASE COMMITTEE

CORRIGENDUM

IN the Gazette Notice No. 3542 of 15th December, 1978 appearing on page 1410, please amend as hereunder indicated.

The District Magistrate II, Naivasha to read the Resident Magistrate, Naivasha.

N. A. ODIANGO,
for Principal Probation Officer.

GAZETTE NOTICE No. 95

THE PREVENTION OF CRUELTY TO ANIMALS ACT

(Cap. 360)

APPOINTMENT OF AUTHORIZED OFFICERS

IN EXERCISE of the powers conferred by section 36 of the Prevention of Cruelty to Animals Act, the Minister for Agriculture, after consultation with the Kenya Society for Prevention of Cruelty to Animals, hereby appoints—

Andrew John Cecil Kirkwood,
Francis Kamuni,
Mrs. Susan Mary Taylor,
Miss Eleonora ole Sababi,

to be Authorized Officers for the purpose of the Act.

Dated this 11th day of January, 1979.

J. J. M. NYAGAH,
Minister for Agriculture.

GAZETTE NOTICE No. 96

THE LOCAL GOVERNMENT ACT

(Cap. 265)

APPOINTMENT OF INSPECTORS

IN EXERCISE of the powers conferred upon the Minister for Local Government by sections 231 (1) and 245 (1) of the Local Government Act (Cap. 265), the Minister hereby appoints—

John Mwangi Nderi,
Samuel Kipkorir Arap Ng'eno,

to conduct extraordinary inspections and examination of the accounts and records and to conduct investigations, researches and inquiries into the general administration and financial management of the Kisumu Municipal Council.

Dated this 11th day of January, 1979.

R. S. MATANO,
Minister for Local Government.

GAZETTE NOTICE No. 97

THE TRADE DISPUTES ACT

(Cap. 234)

ORDER UNDER SECTION 36—COLLECTION OF TRADE UNION DUES

IN EXERCISE of the powers conferred by section 36 of the Trade Disputes Act, the Minister for Labour hereby orders every employer who employs not less than five members of Kenya Bakers and Confectioners Workers Union to—

- (a) deduct every month ten shillings in respect of trade union dues, from the wages of each of his employees who is a member of that trade union;
- (b) pay 85 per cent of the total sums so deducted in any month, not later than the 10th day of the following month by a crossed cheque made payable into the account of the Kenya Bakers and Confectioners Workers' Union Account No. 1764359 at the Barclays Bank International, Moi's Avenue Branch, P.O. Box 30116, Nairobi;
- (c) pay 15 per cent of the total sums so deducted in any month, not later than the 10th day of the following month by a crossed cheque made payable into the account of the Central Organization of Trade Unions (Kenya) Account No. 140793-7 at the Barclays Bank of Kenya Limited, Mama Ngina Street, P.O. Box 30011, Nairobi;

(d) notify in writing that Trade Union and that Organization before the end of each month the total amount of any payments made into the accounts of that Trade Union and of that Organization in that month;

(e) notify in writing the Registrar of Trade Unions before the end of each month of the total amount of any payments made into the accounts of that Trade Union and of that Organization in that month.

Dated this 11th day of January, 1979.

JAMES NYAMWEYA,
Minister for Labour.

GAZETTE NOTICE No. 98

HIGH COURT OF KENYA

THE OATHS AND STATUTORY DECLARATIONS ACT

(Cap. 15)

A COMMISSION

To All To Whom These Presents Shall Come Greeting:

BE IT KNOWN that on the 4th day of January, 1979—

MUNYUA GACHOMBA

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

Given under my hand and the Seal of the Court, this 4th day of January, 1979, at Nairobi.

JAMES WICKS,
*Chief Justice,
High Court of Kenya.*

GAZETTE NOTICE No. 99

HIGH COURT OF KENYA

THE OATHS AND STATUTORY DECLARATIONS ACT

(Cap. 15)

A COMMISSION

To All To Whom These Presents Shall Come Greeting:

BE IT KNOWN that on the 4th day of January, 1979—

MUTULA KILONZO

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

Given under my hand and the Seal of the Court, this 4th day of January, 1979, at Nairobi.

JAMES WICKS,
*Chief Justice,
High Court of Kenya.*

GAZETTE NOTICE No. 100

JUDICIAL SERVICE COMMISSION

APPOINTMENT OF DISTRICT MAGISTRATE

IN EXERCISE of the powers conferred by section 69 of the Constitution of Kenya and by sections 6, 7 and 8 of the Magistrate's Courts Act, 1967, the Judicial Service Commission hereby appoints the person named in the first column to be District Magistrate with power to hold a Magistrate's Court of the Second Class and assigns him to the districts named in the second column, with effect from 8th December, 1978.

Name	Districts
Joseph Kiamgoi	Nairobi Area, Kiambu, Machakos and Kajiado Districts.

Dated this 15th day of January, 1979.

JAMES WICKS,
*Chairman,
Judicial Service Commission.*

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

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

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

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

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

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

SCHEDULE

PLOTS FOR SHOPS, OFFICES AND FLATS

Number L.R.	Area	Stand Premium	Annual Rent	Road Charges	Survey Fees
		Sh.	Sh.	Sh.	Sh.
584/6	0.0465	2,100	420	"	460
7	0.0465	2,100	420	"	460
8	0.0465	2,100	420	"	460
52	0.0465	2,100	420	"	460

GAZETTE NOTICE NO. 112

THE GOVERNMENT LANDS ACT

(Cap. 280)

MAKINDU TOWNSHIP—PLOTS FOR WORKSHOPS, SHOPS, HIDES AND SKINS BANDA (EXCLUDING SALE OF PETROL AND MOTOR OILS)

THE Commissioner of Lands gives notice that the plots described in the Schedule hereto are available for alienation and applications are invited for the direct grants of the individual plots.

2. A plan showing the plots may be obtained from the Public Map Office, situated in the Lands Department Building, City Square, P.O. Box 30089, Nairobi, on payment of Sh. 10 post free.

3. Applications should be submitted to the Commissioner of Lands, Nairobi, through the Clerk of the Kisumu County Council stating the plot required in order of preference. Applications must be on prescribed forms which are available from Lands Department, Nairobi, or from the office of the Clerk of the Kisumu County Council.

4. Applications must be sent so as to reach the Clerk of the Kisumu County Council not later than noon on 12th February, 1979.

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

6. Applicants must enclose with their applications their cash, postal order or money order for Sh. 1,000 as a deposit (cheques not acceptable) which will be dealt with as follows:—

(a) If the applicant is offered and takes up and pays for a plot within a period of 14 days as required in paragraph 5 below, the deposit will be credited to him.

(b) If the applicant is unsuccessful, his/her deposit will be refunded.

(c) If the applicant is successful and fails to take up and pay for the plot offered to him/her within a period of 14 days as required in paragraph 5 of the General Conditions below, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim of the deposit or plot.

General Conditions

1. The ordinary conditions applicable to township leases of this nature except as varied hereby shall apply to this lease.

2. The lease will be made under the provisions of the Government Lands Act (Cap. 280 of the Laws of Kenya) and title will be issued under the Registered Land Act (Cap. 300).

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

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

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

Special Conditions

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

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

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

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

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

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

5. The land and buildings shall only be used for (see Schedules A, B and C).

6. The buildings shall not cover a greater area of the land than that laid down by the Local Authority in its by-laws.

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

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

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

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

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

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

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

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

SCHEDULE A—MAKINDU TOWNSHIP

Plot No.	Area in Hectares	Stand Premium	Annual Rent	Survey Fees	Road Charges
3	0.0464	Sh. 500	Sh. 100	Sh. 425	Sh. Payable
4	0.0464	500	100	425	On demand
5	0.0464	500	100	425	"
6	0.0464	500	100	425	"

SCHEDULE B

Plot No.	Area in Hectares	Stand Premium	Annual Rent	Survey Fee	Road Charges
7	0.0445	740	148	425	"
8	0.0464	740	148	425	"
9	0.0464	740	148	425	"
10	0.0464	740	148	425	"
11	0.0464	740	148	425	"
12	0.0464	740	148	425	"
13	0.0464	740	148	425	"
14	0.0724	1,160	232	425	"

SCHEDULE C

Plot No.	Area in Hectares	Stand Premium	Annual Rent	Survey Fees	Road Charges
31	0.0434	440	88	425	"

GAZETTE NOTICE No. 113

THE GOVERNMENT LANDS ACT

(Cap. 280)

LONDANI TOWNSHIP—PLOTS FOR MEDIUM DENSITY RESIDENTIAL PURPOSES

THE Commissioner of Lands on behalf of the President of the Republic of Kenya gives notice that the plots in Londiani Township as described in the Schedule hereto are available for alienation and applications are invited for the direct grant of the individual plots.

2. A plan of the plots may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, or at the office of the Clerk, County Council of Kipsigis. Applications must be on prescribed forms which are available from Lands Department, and at the office of the Clerk, County Council of Kipsigis.

3. Applications must be sent so as to reach the Clerk to Council not later than noon on the 6th February, 1979.

4. Applicants must enclose with their applications their cheque for Sh. 1,000 as a deposit, which will be dealt with as follows:—

- If the applicant is offered and takes up and pays for a plot within a period of seven days as required in paragraph 5 below the deposit will be credited to him.
- If the application is unsuccessful, the applicant's deposit will be returned to him.
- If the application is successful and the applicant fails to take up and pay for the plot offered to him within a period of 14 days as required in paragraph 5 of the General Conditions, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

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

General Conditions

1. The ordinary conditions applicable to township grants of this nature except as varied hereby shall apply to this grant.

2. The grant will be made under the provisions of the Government Lands Act (Cap. 280 of the Laws of Kenya) and title will be issued under the Registration of Titles Act (Cap. 281).

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

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

5. Each allottee of a plot shall pay to the Commissioner of Lands within 14 days of notification that his application has been approved, the initial estimated amount for the construction of roads and drains to serve the plot, the assessed stand premium and proportion of annual rent, together with the survey fees payable in respect of the preparation and registration of the grant (Sh. 460) and the stamp duty in respect of the grant (approximately 2 per cent of the stand premium and annual rent). In default of payment within the specified time, the Commissioner of Lands may cancel the allocation and the applicant shall have no further claim to the grant of the plot.

Special Conditions

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

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

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

Provided that notwithstanding anything to the contrary contained in or implied by the Government Lands Act (Cap. 280), if default shall be made in the performance or observance of any of the requirements of this condition, it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner in respect of any antecedent breach of any condition herein contained.

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

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

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

5. The land and the buildings shall only be used for private residential purposes and not more than one dwelling-house shall be erected on the land.

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

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

8. The grantee shall not subdivide the land.

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

10. The grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner may estimate to be the proportionate cost either pay (within seven days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.

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

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

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

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

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

SCHEDULE

MEDIUM DENSITY RESIDENTIAL PURPOSE

Plot No.	Area (Approx.) Hectares	Stand Premium	Annual Rent	Survey Fees
L.R. 584/IX		Sh.	Sh.	Sh.
1	0.0699	2,100	420	460
2	0.0699	2,100	420	460
3	0.0699	2,100	420	460
4	0.0699	2,100	420	460
5	0.0699	2,100	420	460
6	0.0699	2,100	420	460
7	0.0699	2,100	420	460
8	0.0699	2,100	420	460
9	0.0699	2,100	420	460
10	0.0699	2,100	420	460
L.R. 584/X				
1	0.0699	2,100	420	460
2	0.0699	2,100	420	460
3	0.0699	2,100	420	460
4	0.0699	2,100	420	460
5	0.0699	2,100	420	460
6	0.0699	2,100	420	460

GAZETTE NOTICE No. 114

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Muriithi Macharia ID/542161/61-3 of Manyatta Sub-location, P.O. Box 70, Embu in the Republic of Kenya, is the registered proprietor in absolute ownership interest of all that piece of land containing 10.0 acres or thereabouts situated in the District of Embu, known as Parcel No. Gaturi/Nembure/3189, registered under Title No. Gaturi/Nembure/3189 and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby 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 this 3rd day of January, 1979.

J. M. E. NJUE,
Land Registrar,
Embu District.

GAZETTE NOTICE No. 115

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Paul Wanyama Wafwabi of North Teso Location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 8.2 acres or thereabouts situated in the District of Busia, known as Parcel No. 122 registered under Title No. South Teso/Kocholia/122 and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby 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 this 5th day of January, 1979.

G. P. B. OGENG'O,
Land Registrar,
Busia District.

GAZETTE NOTICE No. 116

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Gatimu Maringa ID/074426/63 of Mutira Location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 4.7 acres or thereabouts situated in the District of Kirinyaga, registered under Parcel No. Mutira/Kirimunge/99 and whereas

sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby 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 this 27th day of December, 1978.

M. W. THAIRU (Miss),
District Land Registrar, Kirinyaga.

GAZETTE NOTICE No. 117

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Itotia Nganga (ID/12199/KBU) of P.O. Box 204, Limuru in the Republic of Kenya is registered as proprietor in absolute ownership interest of all that piece of land containing 0.52 hectare or thereabouts, situated in the District of Kiambu, registered under Parcel No. Limuru/Bibirioni/440, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby 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 this 8th day of November, 1978.

M. W. KIARIE (Miss),
*Land Registrar,
Kiambu District.*

GAZETTE NOTICE No. 118

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Itotia Nganga (ID/12199/KBU) of P.O. Box 204, Limuru in the Republic of Kenya is registered as proprietor in absolute ownership interest of all that piece of land containing 0.092 hectare or thereabouts, situated in the District of Kiambu, registered under Parcel No. Limuru/Bibirioni/T. 304, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby 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 this 8th day of November, 1978.

M. W. KIARIE (Miss),
*Land Registrar,
Kiambu District.*

GAZETTE NOTICE No. 119

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Samuel Gathuri Mutamburi of Ngenda Location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 2.64 hectares or thereabouts, situated in the District of Kiambu registered under Parcel No. Ngenda/Nyamangara/277, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby 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 this 8th day of November, 1978.

M. W. KIARIE (Miss),
*Land Registrar,
Kiambu District.*

GAZETTE NOTICE No. 120

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Gikonyo Mbatia of Thimbigua Sub-Location in Kiambu District, in the Republic of Kenya is registered as proprietor in absolute ownership interest of all that piece of land containing 0.76 hectare or thereabouts, situated in the District of Kiambu, registered under Parcel No. Kiambaa/Thimbigua/1336, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby 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 this 9th day of November, 1978.

M. W. KIARIE (Miss),
*Land Registrar,
Kiambu District.*

GAZETTE NOTICE No. 121

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Muhia Kironji of P.O. Box 30530, Nairobi in the Republic of Kenya, is the registered proprietor in absolute ownership interest of all that piece of land containing 0.092 hectare or thereabouts, registered under Title No. Limuru/Ngecha/T. 101 in Kiambu District and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. I hereby give notice 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 this 13th day of November, 1978.

M. W. KIARIE (Miss),
*Land Registrar,
Kiambu District.*

GAZETTE NOTICE No. 122

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Gikaru Muchiri of P.O. Box 84, Naivasha in the Republic of Kenya, is the registered proprietor in absolute ownership interest of all that piece of land containing 0.096 hectare or thereabouts, registered under Title No. Limuru/Bibirioni/T. 674 in Kiambu District and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. I hereby give notice 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 this 13th day of November, 1978.

M. W. KIARIE (Miss),
*Land Registrar,
Kiambu District.*

GAZETTE NOTICE No. 123

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Samuel Munenge Ngina of Nyaga Village in Githunguri Division, Kiambu District in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 0.809 hectare or thereabouts, situated in the District of Kiambu registered under Parcel No. Githunguri/Nyaga/T. 143, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof

has been lost. Notice is hereby 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 this 22nd day of December, 1978.

(M. W. KIARIE (Miss),
Land Registrar,
Kiambu District.

GAZETTE NOTICE No. 124

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Sarah Mweru Wahu of P.O. Box 21002, Nairobi in the Republic of Kenya, is registered as proprietor in absolute ownership interest of that piece of land approximate area of 2.16 hectares or thereabouts situated in the District of Kiambu known as Parcel No. Dagoretti/Thogoto/492, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby 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 this 3rd day of January, 1979.

(M. W. KIARIE (Miss),
Land Registrar,
Kiambu District.

GAZETTE NOTICE No. 125

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Peter Gichora Mwaura of P.O. Box 72832, Nairobi in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 0.83 hectare or thereabouts situated in the District of Kiambu registered under Parcel No. Gatamaiyu/Kamuchege/549, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby 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 this 28th day of December, 1978.

(M. W. KIARIE (Miss),
Land Registrar,
Kiambu District.

GAZETTE NOTICE No. 126

THE REGISTERED LAND ACT

(Cap. 300, section 35)

ISSUE OF A NEW CERTIFICATE

WHEREAS Wilson Wanene Mbira, of P.O. Box 221, Limuru in the Republic of Kenya is registered as the proprietor in the absolute ownership interest of all that piece of land containing 1.76 hectares or thereabouts situated in the District of Kiambu known as Limuru/Bibirioni/584, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby 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 this 16th day of November, 1978.

(M. W. KIARIE (Miss),
Land Registrar,
Kiambu District.

GAZETTE NOTICE No. 127

THE INDUSTRIAL COURT

CAUSE No. 47 OF 1978

Parties:—

Transport and Allied Workers' Union
and
ETCO Mombasa Limited

Issue in dispute.—Deconsolidation of wages and housing allowance:

1. The Transport and Allied Workers' Union shall hereinafter be referred to as the Claimants and ETCO Mombasa Ltd. shall hereinafter be referred to as the Respondents.

2. The parties were heard in Nairobi on the 4th day of December, 1978, and relied on their written and verbal submissions.

AWARD

3. The Notification of Dispute Form "A" dated 16th August, 1978, duly signed by the parties was received by the Court on 10th October, along with the statutory certificate signed by the Labour Commissioner.

The parties' latest collective agreement was for two years effective from 1st July, 1975. It expired on 30th June, 1977.

The Claimants have brought this dispute as they insist that the consolidated wage structure should be deconsolidated and the Respondents should also undertake to pay their employees a separate house allowance. The parties' negotiations for revising the collective agreement have come to a stop until their deadlock on this issue is resolved.

There is no dispute that the Claimants had asked for the consolidation of wages in 1969 which was accepted by the Respondents and thereafter all the successive collective agreements had been negotiated on this principle of a consolidated wage inclusive of house allowance.

The Claimants argued that conditions in Kenya had changed since 1969 and that keeping in view the housing difficulties that were being encountered by their members the Court should award as follows:—

"1. A 16.75 per cent of individual's wage/salary from 1st July, 1977, to 1st July, 1978, as house allowance.

2. A further 16.75 per cent from 1st July, 1978 to 1st July, 1979, as a house allowance and onward.

Or

3. 33.5 per cent of individual's wage/salary for the employees from 1st July, 1977, onwards or whichever is greater than the other between the first two and the last proposition, as compensation to the employees.

Alternatively

4. In order for the employees to be decently housed, a flat rate of house allowance of Sh. 400 for the lower income group and Sh. 650 for unionizeable middle income group per month be awarded."

The Respondents have strongly resisted this demand and pointed out that deconsolidation would not be either in the interest of the workers or in the interest of the employers. They rejected the comparison which the Claimants had made with the Express Kenya Ltd. on the ground that this company had its own housing estates where the majority of their employees lived. They clarified that they were a separate company engaged in different economic pursuits from those of Express Kenya Ltd.

The Respondents added that current wage levels of their employees ranged between Sh. 450 p.m. to Sh. 3,000 p.m. in reply to the Claimants' allegation that the wages were between Sh. 332 to Sh. 1,150 p.m. The Respondents also produced details of the overtime worked by their employees in the various sections and argued that if wages were deconsolidated and a separate house allowance awarded then the workers would suffer a reduction in their overtime earnings in addition to other losses on leave payments, N.S.S.F. contributions and severance pay in case of redundancy.

The Court has already made several awards on this rather sensitive issue of deconsolidation and award of a separate house allowance. In these awards the Court has clearly highlighted the fact that so long as the Guidelines are not modified to reflect a change to the benefit of the workers the Court does not think it wise to inflict a further hardship on the workers by breaking up a consolidated wage which would certainly lead

to the workers' benefits being reduced on items like overtime, leave payments, N.S.S.F. contributions and severance pay if there is a need for redundancy.

The Court fully appreciates and realizes housing difficulties which the workers in Kenya are facing but the Court's hands are tied by the Guidelines in that there is a definite ceiling on the workers' wage claims. In these circumstances it would not help the workers at all if their entitlement under the Guidelines was awarded to them as a house allowance. As pointed out in the previous awards the workers would certainly be at a loss because then they would not be entitled to any wage increases.

After careful consideration of all the submissions the Court must reject the Claimants' demand and directs the parties to embark on immediate negotiations to revise their collective agreement so that the workers can get their appropriate wage increases.

Given in Nairobi this 15th day of January, 1979.

SAEED R. COCKAR,
Judge.

Z. M. ANYIENI,
Deputy to the Judge.

J. M. MUCHURA,
Member.

GAZETTE NOTICE No. 128

THE INDUSTRIAL COURT CAUSE No. 49 OF 1978

Parties:—

Kenya Union of Commercial Food and Allied Workers
and
Kenya Breweries Limited

Issue in dispute.—Dismissal of Alloys Rwegera.

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

2. The parties were heard in Nairobi on the 8th day of December, 1978, and in addition to relying on their written and verbal submissions called the following witnesses to give evidence on oath:—

Claimants:—

Alloys Rwegera.
J. Komu Weru.
J. G. Kabiru.

Respondents:—

I. Ngono.
M. Kavengi.
D. C. Bube.
N. F. Goode.

AWARD

3. The Notification of Dispute Form "A" dated 3rd May, 1978, duly signed by the parties was received by the Court on 24th October together with the statutory certificates signed by the Minister for Labour and the Labour Commissioner.

The person involved in this dispute is a Rwandese by nationality and he is in Kenya as a refugee. He was first employed by the Respondents on a temporary basis as an artisan and was absorbed as a regular employee on 15th December, 1976.

His letter of appointment clearly set out that his employment was subject to termination by one month's notice in writing by either party except in case of immediate dismissal for misconduct.

On 19th April, 1977, Mr. Rwegera was spotted at the bottling hall near palletizing line No. 3 by two security personnel on patrol. It is alleged that on seeing the two security guards he tried to hide but because they had already seen him with a suspiciously bulging stomach they apprehended him. On being searched he was found to have three bottles of beer under his clothes.

On 20th April, 1977, he was suspended from duty pending full investigation.

The Respondents dismissed him on 12th May, 1977, after the investigations by them had been completed and he was paid a sum of Sh. 1,298/50.

The Claimants having taken up the matter on his behalf the dispute was investigated by the Ministry of Labour and the Permanent Secretary forwarded the following findings and recommendation to the parties on 18th February, 1978, to form a basis of settlement of the dispute:—

"Findings"

Admittedly it is unbelievable that the arresting officers allowed Mr. Rwegera to leave them to go and call his boss taking away the beers he is supposed to have stolen. What one would have expected is that the security officer who apprehended Mr. Rwegera with his loot would have escorted him to the appropriate office to report him.

Secondly from the submissions, there is nothing that makes one doubt the evidence given by Mr. Rwegera's workmates who submit that at no time had he left his place of work and they had been working next to him from 2 p.m. to around 10 minutes to 5 when he was taken away from the company's higher authorities.

From the insufficient evidence given by the arresting officers and from the written evidence given by Mr. Rwegera's workmates supporting his innocence in the affair, one is driven to believe that the case for dismissal has not been proved beyond reasonable doubt.

Recommendation

In view of the above observations I recommend that Mr. Rwegera be reinstated to his job and the period he has been away be treated as leave without pay."

The Court heard the evidence of the two security guards who apprehended Mr. Rwegera along with the evidence of Mr. Bube, an Assistant Electrical Engineer, and Mr. Goode, who is the Electrical Engineer with the Respondents.

The Claimants on their part called Mr. Rwegera's two colleagues as their witnesses.

The Court can find absolutely no reason to doubt the evidence of the Respondents' witnesses which clearly confirms and supports their story that Mr. Rwegera was apprehended with three bottles of beer hidden under his clothes which made him appear to have a bulging stomach.

The Court cannot find on the evidence which was produced before it that the findings of the Ministry of Labour Investigator can be sustained.

The evidence given by the Claimants' two witnesses in addition to Mr. Rwegera's evidence was most unsatisfactory and inconclusive as the Court is satisfied that his two colleagues could not have kept him under observation all the time between 2 and 4 p.m. on 19th April, 1977. In fact Mr. Rwegera admitted himself that he left the workshop once in the afternoon whereas both of his witnesses denied that he did so.

The Court found the evidence given by the Respondents' witnesses to be not only sufficient and truthful but very consistent with the sequence of the events that are alleged to have taken place that afternoon and the Court has no doubt that Mr. Rwegera was guilty of gross misconduct if not a criminal offence.

The Court finds that the evidence of Mr. Rwegera's two colleagues, Messrs. Kabiru and Komu, to be false and unreliable and would like to sound a warning that such behaviour helps neither the person involved nor those who are trying to support him by coming and giving false evidence in the Court. The Court has no doubt that Mr. Rwegera did commit a gross misconduct and that the Respondents were fully justified in dismissing him. It is a pity that a refugee who was given such an excellent employment by the Respondents has thrown it away by indulging in such a gross misconduct in that he was found in possession of three bottles of beer without permission or authority.

After careful consideration of all the submissions the Court rejects the Claimants' demand.

Given in Nairobi this 12th day of January, 1979.

SAEED R. COCKAR,
Judge.

Z. M. ANYIENI,
Deputy to the Judge.

F. E. CHOGO,
Member.

GAZETTE NOTICE No. 129

**AGRICULTURAL FINANCE CORPORATION
THE AGRICULTURAL FINANCE CORPORATION ACT**

(Cap. 323)

IN PURSUANCE of the powers conferred upon the Board of this Corporation by section 33 (1) of the Agricultural Finance Corporation Act (Cap. 323 of the Laws of Kenya), notice is hereby given that the undermentioned properties will be offered for sale by public auction on the dates and the time and places indicated herebelow:—

1. All that piece of land situate in Thatha Sub-location, Tetu Location in Nyeri District, containing two decimal two six (2.26) hectares or thereabouts known as L.R. No. Tetu/Thatha/187 and is registered in the name of Njeru s/o Karundo as absolute proprietor.

2. All that piece of land situate in Kihome Sub-location, Mahiga Location in Nyeri District, containing naught decimal eight one (0.81) hectares or thereabouts known as L.R. No. Mahiga/Kihome/176 and is registered in the name of Kiboi Githaiga as absolute proprietor.

The sale of the above properties will be held on 12th February, 1979, at 11 a.m., at the office of the District Commissioner, Nyeri, by J. K. Gitonga, auctioneer.

3. All that piece of land situate in Kimunyu Sub-location, Ngenda Location in Kiambu District, containing one decimal five two (1.52) hectares or thereabouts known as L.R. No. Ngenda/Kimunyu/460 and is registered in the name of Kamau Kiongo as absolute proprietor.

4. All that piece of land situate in Kiamwangi Sub-location, Kiganjo Location in Kiambu District, containing two decimal six (2.6) hectares or thereabouts known as L.R. No. Kiganjo/Kiamwangi/14 and is registered in the name of Wilson Waweru Kariuki as absolute proprietor.

5. All that piece of land situate in Kimunyu Sub-location, Ngenda Location in Kiambu District, containing naught decimal naught eight eight (0.088) hectare or thereabouts known as L.R. No. Ngenda/Kimunyu/T. 128 and is registered in the name of Karomo Karanja as absolute proprietor.

6. All that piece of land situate in Kairi Sub-location, Chania Location in Kiambu District, containing naught decimal naught eight four (0.084) hectare or thereabouts known as L.R. No. Chania/Kairi/T. 441 and is registered in the name of Joseph Mburu Mwangi as absolute proprietor.

7. All that piece of land situate in Mundoro Sub-location, Kiganjo Location in Kiambu District, containing naught decimal one two (0.12) hectare or thereabouts known as L.R. No. Kiganjo/Mundoro/T. 270 and is registered in the name of Mwangi Kihonge as absolute proprietor.

8. All that piece of land situate in Gituru Sub-location, Ngenda Location in Kiambu District, containing naught decimal four naught (0.40) hectare or thereabouts known as L.R. No. Ngenda/Gituru/164 and is registered in the name of B. Karanja Kariuki as absolute proprietor.

9. All that piece of land situate in Kimunyu Sub-location, Ngenda Location in Kiambu District, containing naught decimal naught nine two (0.092) hectare or thereabouts known as L.R. No. Ngenda/Kimunyu/T. 143 and is registered in the name of Karomo Karanja as absolute proprietor.

10. All that piece of land situate in Rwegetha Sub-location, Location 1 in Murang'a District, containing eight decimal nine four three (8.943) hectares or thereabouts known as L.R. No. Loc. 1/Rwegetha/94 and is registered in the name of Mwangi Mwithria as absolute proprietor.

11. All that piece of land situate in Makwa Sub-location, Chania Location in Kiambu District, containing naught decimal naught eight four (0.084) hectare or thereabouts known as L.R. No. Chania/Makwa/T. 108 and is registered in the name of Francis Gichuhi s/o Waruru as absolute proprietor.

12. All that piece of land situate in Makwa Sub-location, Chania Location in Kiambu District, containing naught decimal one six eight (0.168) hectare or thereabouts known as L.R. No. Chania/Makwa/897 and is registered in the name of Francis Gichuhi s/o Waruru as absolute proprietor.

13. All that piece of land situate in Makwa Sub-location, Chania Location in Kiambu District, containing naught decimal naught eight eight (0.088) hectare or thereabouts known as L.R. No. Chania/Makwa/T. 28 and is registered in the name of Francis Gichuhi Waruru as absolute proprietor.

14. All that piece of land situate in Githunguchu Sub-location, Ngenda Location in Kiambu District, containing six decimal five six (6.56) hectares or thereabouts known as L.R. No. Ngenda/Githunguchu/227 and is registered in the name of Watene Munenge as absolute proprietor.

The sale of the above properties will be held on 13th February, 1979, at 11 a.m., at the office of the District Officer, Thika, by Njoka and Kariuki (K) Limited, auctioneers.

15. All that piece of land situate in Bathi Sub-location, Lari Location in Kiambu District, containing naught decimal one naught five two (0.1052) hectare or thereabouts known as L.R. No. Lari/Bathi/T. 117 and is registered in the name of James Kabugu Njoroge as absolute proprietor.

The sale of the above property will be held on 14th February, 1979, at 11 a.m., at the office of the District Commissioner, Kiambu, by Njoka and Kariuki (K) Limited, auctioneers.

16. All that piece of land situate in Kikambuni Sub-location, Kangundo Location in Machakos District, containing two decimal six (2.6) hectares or thereabouts known as L.R. No. Kangundo/Kikambuni/1297 and is registered in the name of Kitele Kitungu as absolute proprietor.

17. All that piece of land situate in Kikambuni Sub-location, Kangundo Location in Machakos District, containing one decimal naught (1.0) hectare or thereabouts known as L.R. No. Kangundo/Kikambuni/1007 and is registered in the name of Michael John Kilonzo Nguli as absolute proprietor.

18. All that piece of land situate in Kikambuni Sub-location, Kangundo Location in Machakos District, containing two decimal eight (2.8) hectares or thereabouts known as L.R. No. Kangundo/Kikambuni/1075 and is registered in the name of Jonathan Mweu Ndonye as absolute proprietor.

19. All that piece of land situate in Kikumini Sub-location, Makueni Location in Machakos District, containing twelve decimal one four (12.14) hectares or thereabouts known as L.R. No. Makueni/Kikumini/446 and is registered in the name of Wambua Kalola as absolute proprietor.

20. All that piece of land situate in Kikambuni Sub-location, Kangundo Location in Machakos District, containing naught decimal two two (0.22) hectare or thereabouts known as L.R. No. Kangundo/Kikambuni/356 and is registered in the name of John Mutuku Wambua as absolute proprietor.

21. All that piece of land situate in Mbilini Sub-location, Kangundo Location in Machakos District, containing two decimal two (2.2) hectares or thereabouts known as L.R. No. Kangundo/Mbilini/1136 and is registered in the name of Muasya Ngui as absolute proprietor.

The sale of the above properties will be held on 15th February, 1979, at 11 a.m., at the office of the District Commissioner, Machakos, by Maasai Auctioneers.

22. All that piece of land situate in Bokoli Sub-location, Bokoli Location in Bungoma District, containing twelve decimal nine four (12.94) hectares or thereabouts known as L.R. No. Bokoli/Bokoli/233 and is registered in the name of Apili Simiyu as absolute proprietor.

23. All that piece of land situate in Chwele Sub-location, Bokoli Location in Bungoma District, containing twenty-six decimal six two (26.62) hectares or thereabouts known as L.R. No. Bokoli/Chwele/1070 and is registered in the name of Wamarwa Kiberenge as absolute proprietor.

24. All that piece of land situate in Bokoli Sub-location, Bokoli Location in Bungoma District, containing three decimal eight four (3.84) hectares or thereabouts known as L.R. No. Bokoli/Bokoli/101 and is registered in the name of Wanyonyi Masibo as absolute proprietor.

The sale of the above properties will be held on 16th February, 1979, at 11 a.m., at the office of the District Officer, Kimilili, by Moses Wabuko, auctioneer.

25. All that piece of land situate in Oirowua-Olchoro Location in Narok District, containing three hundred and twenty decimal naught (320.0) hectares or thereabouts

known as L.R. No. Narok/Olchoro-Oirowua/8 and is registered in the name of Livingstone Koitamet ole Kapeen as absolute proprietor.

The sale of the above property will be held on 19th February, 1979, at 11 a.m., at the office of the District Commissioner, Narok, by Njoka Auctioneers.

Conditions

1. The highest bidder shall be the purchaser.
2. The purchaser shall immediately after the sale pay a cash deposit of at least 25 per cent of the amount of the purchase price and sign an agreement to complete the purchase and pay the balance within 30 days of the date of sale.
3. The title deeds relating to the above properties may be inspected at the offices of the respective auctioneers and also at the time of the sale and the purchaser shall be deemed to have full notice of each and every condition therein contained.
4. The purchaser shall be solely responsible for ensuring that all beacons are properly situated and for replacing any that may be missing.
5. The description of the properties in the particulars and plans are believed to be correct and no claims shall be valid if any error of description should occur.
6. The Agricultural Finance Corporation through its authorized representatives has the right to bid.
7. Subject and in addition to the foregoing the conditions of sale usually prescribed by the auctioneers in the district shall apply.

Dated this 15th day of January, 1979.

BY ORDER OF THE BOARD OF
THE AGRICULTURAL FINANCE CORPORATION.

GAZETTE NOTICE No. 130

THE TRADE MARKS ACT (Cap. 506)

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

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

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

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

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

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

Applications for registration in Part A of the Register are shown with the official number unaccompanied by any letter. Applications 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 THE ANGLO-FRENCH DRUG CO. (EASTERN) LTD., a company incorporated under the Indian Companies Act having its registered office and a place of business at Bombay, India, of 28, Tardeo Road, Bombay 34-WB, India, and c/o Messrs. A. B. Patel & Patel, advocates, P.O. Box 80274, Mombasa.

BOTH IN CLASS 5—SCHEDULE III

AFDITRYCIN

2538.—Pharmaceutical preparations. To be associated with TMA. No. 25384. 14th November, 1978.

AFDICYCLIN

25384.—Pharmaceutical preparations. To be associated with TM. No. 25383. 14th November, 1978.

IN CLASS 8—SCHEDULE III



25397.—Hardwares. HIC LTD., a limited liability registered under the existing laws of the Republic of Kenya. Wholesalers and retailers, of c/o Race Course, Road, P.O. Box 26027, Nairobi. 21st November, 1978.

IN CLASS 20—SCHEDULE III

TECHNICS

25387.—Furniture including frameworks, shelves, stands, racks, cabinets and containers included in this class. MATSUSHITA ELECTRIC INDUSTRIAL CO. LTD., a Japanese company, of 1006 Oaza Kadoma, Kadoma-shi Osaka Prefecture, Japan, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 14th November, 1978.

The two applications appearing hereunder are proceeding in the name of AMERICAN HOME PRODUCTS CORPORATION, a corporation of the State of Delaware, United States of America, of 685 Third Avenue, New York, New York, United States of America, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

BOTH IN CLASSES 8 AND 21—SCHEDULE III

FLINT

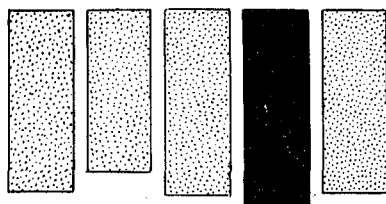
24637.—Kitchen tools, cutlery, flatware and gadgets. To be associated with TM. No. 24688. 23rd March, 1978.

FLINT

24688.—Cookware, bakeware, holloware and dinnerware—kitchen utensils. To be associated with TM. No. 24687. 23rd March, 1978.

The two applications appearing hereunder are proceeding in the name of LOMBARDINI FABRICA ITALIANA MOTORI, S.P.A., a company organized and existing under the laws of Italy, of Reggio Emilia, via Fratelli Manfredi 6, Italy, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

BOTH IN CLASSES 7 AND 12—SCHEDULE III



LOMBARDINI MOTORI



Trade mark is restricted to colours orange, black and white.

Registration of this trade mark shall give no right to the exclusive use of the letter L *per se*.

B.25109.—Engines and motors and their parts included in Class 7. 4th March, 1978.

Trade mark is limited to colours orange, black and white.

Registration of this trade mark shall give no right to the exclusive use of the letter L *per se*.

B.25110.—Engines and motors and their parts included in Class 12. 4th March, 1978.

IN CLASS 31—SCHEDULE III

KENYA GOLD

25064.—Agricultural and horticultural products, especially all kinds of fresh produce. KENYA CANNERS LIMITED, a company organized under the laws of Kenya, merchants, of P.O. Box 147, Thika, Kenya, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 10th July, 1978.

The two applications appearing hereunder are proceeding in the name of E. R. SQUIBB & SONS, INC., a Delaware corporation, of Lawrenceville-Princeton Road, Princeton, New Jersey 08540, United States of America, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

BOTH IN CLASSES 5 AND 10—SCHEDULE III

STOMAHESIVE

25202.—Medical and surgical dressings; plasters and bandages; pharmaceutical preparations, pastes, powders, putty, creams and lotions. To be associated with TM. No. 25203. 24th August, 1978.

STOMAHESIVE

25203.—Medical and surgical devices, appliances and instruments; parts and fittings therefor. To be associated with TM. No. 25202. 24th August, 1978.

The four applications appearing hereunder are proceeding in the name of BOEHRINGER BIOCHEMIA S.r.l., manufacturers and merchants, of via S. Uguzzone, 5-20126, Milan, Italy, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

ALL IN CLASSES 1 AND 5—SCHEDULE III

EVATEST

25090.—Diagnostic products for laboratories. To be associated with TM. No. 25091. 21st July, 1978.

EVATEST

25091.—Pharmaceutical, veterinary and sanitary substances, diagnostic preparations for medical and veterinary use. To be associated with TM. No. 25090. 21st July, 1978.

EVENT-TEST

25092.—Diagnostic products for laboratories. To be associated with TM. No. 25093. 21st July, 1978.

EVENT-TEST

25093.—Pharmaceutical, veterinary and sanitary substances, diagnostic preparations for medical and veterinary use. To be associated with TM. No. 25092. 21st July, 1978.

The four applications appearing hereunder are proceeding in the name of ADIDAS FABRIQUE DE CHAUSSURES DE SPORT, a company organized and existing under the laws of France, of 67490 Landersheim, France, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

ALL IN CLASSES 25 AND 28—SCHEDULE III

TANGO

25155.—All goods included in this class. To be associated with TM. No. 25167. 10th August, 1978.

TANGO

25167.—All goods included in this class. To be associated with TM. No. 25155. 16th August, 1978.



25168.—Clothes, comprising trousers, skirts, dresses, jackets, including for sports and leisure, underwear, track-suits, overalls, skiing and winter sport clothes, rain clothes, shirts, chemisettes, pullovers, sport tights, sport shorts and breeches, bathing suits, bathing caps, sport gloves, caps, stockings, socks; boots, sport shoes and leisure shoes, sandals, slippers. To be associated with TM. No. 25169. 16th August, 1978.

25169.—Toys, games including parlour games; gymnasium and sporting articles (except clothes); balls, rackets, skis and ski fasteners wax for skis, ski sticks; sports bags, covers and coverings for sport and gymnastic articles; luggage adapted to contain sport articles; sport, swimming and diving accessories included in Class 28, including swimming boards, swimmers' flippers; mountaineering accessories included in Class 28; roller skates, skateboards and fittings therefor; ice skates, boxing gloves, hockey sticks, golf clubs, bows and arrows for archers and parts and accessories therefor; bowls for French pétanque and other games of bows. 16th August, 1978.

The two applications appearing hereunder are proceeding in the name of D. S. JOHNSTON & COMPANY LIMITED, also trading as PREMIER SUPPLY COMPANY, a British company, manufacturers and merchants of Walnut Tree Close, Guildford, Surrey, GU1 4UF, Great Britain, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa.

BOTH IN CLASSES 7 AND 12—SCHEDULE III

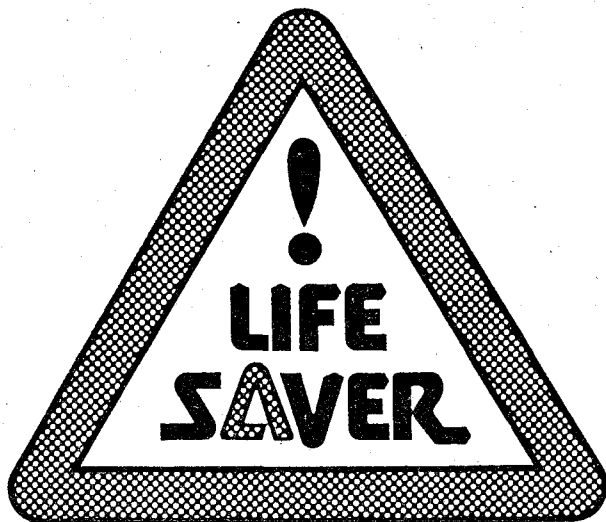
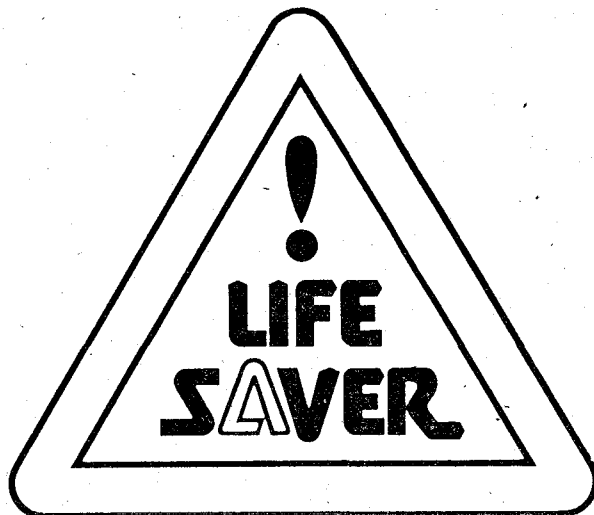
COUNTY

25350.—Parts and fittings included in Class 7. To be associated with TM. No. 25351. 2nd November, 1978.

COUNTY

25351.—Motor land vehicles and parts and fittings therefor included in Class 12. To be associated with TM. No. 25350. 2nd November, 1978.

IN CLASS 12—SCHEDULE III

**VEHICLE SAFETY PRODUCTS****VEHICLE SAFETY PRODUCTS**

Advertised before acceptance under section 21 (1) (proviso). Registration of this trade mark shall give no right to the exclusive use of the words "vehicle safety products".

B.24869.—Vehicles apparatus for land, air or water. PELICAN LIMITED. A limited liability company incorporated in Kenya, manufacturers of road, traffic and neon signs; of P.O. Box 42905, Nairobi. 13th May, 1978.

IN CLASS 12—SCHEDULE III

FIRESTONE SAFARI SPORT

Registration of this trade mark shall give no right to the exclusive use of the words "Safari" and "Sport" *per se*.

25235.—Tyres for passenger motor vehicles. THE FIRESTONE TIRE & RUBBER COMPANY, a U.S. corporation, of 1200 Firestone Parkway, Akron, Ohio U.S.A., and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 20th September, 1978.

IN CLASS 4—SCHEDULE III

TOWER BRAND

25335.—Candels. KENWAX INDUSTRIES LTD., manufacturing and wholeselling, of P.O. Box 56765, Nairobi. 26th October, 1978.

The two applications appearing hereunder are proceeding in the name of JOH. ACHELIS & SOHNE, a Kommanditgesellschaft organized and existing under the laws of the Federal Republic of Germany, merchants, importing and exporting business, of Tiefer 5, 2800 Bremen (Federal Republic of Germany), and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

BOTH IN CLASSES 1 AND 16—SCHEDULE III

AKILI

25266.—All goods in international Class 1. 29th September, 1978.

AKILI

25306.—All goods in international Class 16. 17th October, 1978.

IN CLASS 32—SCHEDULE III

SHANDY

25388.—Beer, ale and porter, mineral and aerated waters and other non-alcoholic drinks, syrups and other preparations for making beverages. HIGHLANDS MINERAL WATER COMPANY LIMITED, of P.O. Box 9, Nyeri Township, and c/o Messrs. J. M. Patel, advocate, P.O. Box 43516, Nairobi. 15th November, 1978.

The two applications appearing hereunder are proceeding in the name of SHELL INTERNATIONAL PETROLEUM COMPANY LIMITED, a British company incorporated under the laws of England, merchants of Shell Centre, London S.E.1, England, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa.

Both proceeding under section 32 (1) (b) of the Trade Marks Act.

BOTH IN CLASSES 5 AND 11—SCHEDULE III

TEEPOL

25279.—Sanitary preparations, disinfectants: germicides and antiseptics. 3rd October, 1978.

TEEPOL

25280.—Installations and apparatus for cleaning, washing and laundry purposes. 3rd October, 1978.

IN CLASS 5—SCHEDULE III

FLUBENOL

By "consent" under rule 42 (2) of the Trade Marks Rules.

24534.—A veterinary anthelmintics. JOHNSON & JOHNSON, a corporation organized and existing under the laws of the State of New Jersey, U.S.A., of 501 George Street, New Brunswick, New Jersey, U.S.A., and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 31st January, 1978.

The three applications appearing hereunder are proceeding in the name of H. P. BULMER LIMITED, a British company, manufacturers and merchants, of Ryelands Street, Hereford HR4 Ole, England, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa.

ALL IN CLASSES 32 AND 33—SCHEDULE III

BULMERS

25348.—Beer, ale and porter; mineral and aerated waters and other non-alcoholic drinks; syrups and other preparations for making beverages. 2nd November, 1978.

BULMERS

25349.—Wines, spirits, liquors, cider and perry. 2nd November, 1978.

CIDONA

25353.—Beer, ale and porter; mineral and aerated waters and other non-alcoholic drinks; syrups and other preparations for making beverages. 2nd November, 1978.

IN CLASS 3—SCHEDULE III

FINAL TOUCH

25126.—All goods included in this class. UNILEVER LIMITED, of Port Sunlight, Wirral, Cheshire, England, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 8th August, 1978.

APPLICATION WITHDRAWN AFTER ADVERTISEMENT

TMA. No. 25002 "VIDAL-SASSON" in Class 3, in the name of HEALTH & BEAUTY PRODUCTS LTD., advertised in the Kenya Gazette dated 22nd September, 1978, under Gazette Notice No. 2739, on page 1065, has been withdrawn at the request of the applicants.

AMENDMENT OF A TRADE MARK AFTER ADVERTISEMENT
BUT BEFORE REGISTRATION

TMA. No. B.25207 "RIADELAR" in Class 5 in the name of ROCHE PRODUCTS LIMITED, advertised in the Kenya Gazette dated 10th November, 1978, under Gazette Notice No. 32284, on page 1279, has been amended from "RIADELAR" to "RADELAR".

CORRIGENDA

TMA. No. 24653 advertised in the Kenya Gazette dated 27th October, 1978, under Gazette Notice No. 3074, on page 1223. The name of the applicant company "IMPERIAL GROUP LIMITED" was inadvertently omitted.

TMA. No. 25364 "TOANA" in Class 5. The specification of goods should read "Pharmaceuticals for (and not of) human and veterinary use" as previously shown in the Kenya Gazette dated 8th December, 1978, under Gazette Notice No. 3492, on page 1393.

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

GAZETTE NOTICE No. 131

THE TRADE MARKS ACT

(Cap. 506)

REGISTERED USER

IT IS hereby notified for general information that pursuant to a request received in this office on 31st January, 1978, the company whose name is given hereunder has been entered in the Register of Trade Marks as the Registered User of the trade marks given below in respect of all goods for which the said trade marks are registered in Kenya.

Registered Proprietor.—National Cash Register Corporation, of Maryland, U.S.A.

Registered User.—NCR (Kenya) Ltd., P.O. Box 30217, Nairobi.

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

Conditions or restrictions:—

1. Proprietor owns sufficient share capital in User to enable Proprietor to appoint majority directors in User.

2. User is not sole Registered User.

3. There is no limit of period.

Trade Mark Nos.:—

3754.—"NATIONAL" in Class 6 in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 444, on page 202, dated 9th March, 1948.)

3755.—"NATIONAL" in Class 7 in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 483, on page 221, dated 16th March, 1948.)

3756.—"NATIONAL" in Class 13 in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 534, on page 232, dated 23rd March, 1948.)

3757.—"NATIONAL" in Class 6 in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 486, on page 221, dated 16th March, 1948.)

3758.—"NATIONAL" in Class 8 in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 373, on page 171, dated 2nd March, 1948.)

3859.—"NATIONAL" in Class 8 in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 374, on page 171, dated 2nd March, 1948.)

3860.—"NATIONAL" in Class 13 in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 375, on page 172, dated 2nd March, 1948.)

3861.—"NATIONAL" in Class 39 in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 376, on page 172, dated 2nd March, 1948.)

4363.—"NATIONAL" in Class 39 in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 517, on page 157, dated 7th March, 1950.)

4364.—"NATIONAL" in Class 39 in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 518, on page 157, dated 7th March, 1950.)

15832.—"NCR" in Class 9 (Schedule III) in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 2989, on page 973, dated 5th September, 1968.)

15824.—"NCR" in Class 16 (Schedule III) in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 2989, on page 973, dated 6th September, 1968.)

15825.—"NCR" in Class 20 (Schedule III) in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 2989, on page 973, dated 6th September, 1968.)

Representations of the above quoted trade marks can be seen at the Trade Marks Registry, State Law Office, Nairobi, and/or in the publication of the Gazette notices indicated above.

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

GAZETTE NOTICE No. 132

THE TRADE MARKS ACT

(Cap. 506)

REGISTERED USER

IT IS hereby notified for general information that pursuant to a request received in this office on 3rd November, 1978, the company whose name is given hereunder has been entered in the Register of Trade Marks as the Registered User of the trade marks given below in respect of all goods for which the said trade marks are registered in Kenya.

Registered Proprietor.—The Firestone Tire & Rubber Company, of 1200 Firestone Parkway, Akron, Ohio 44317, U.S.A.

Registered User.—Firestone East Africa (1969) Limited, Nairobi, Kenya.

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

Conditions or restrictions:—

1. Proprietor must own sufficient share capital of User to enable Proprietor to appoint majority of the directors in User.
2. There is no limit of period.

Trade Mark Nos.:—

20295.—“CAVALLINO” in Class 12 (Schedule III) in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 1803, on page 758, dated 15th June, 1973.)

20296.—“DELUXE CHAMPION” in Class 12 (Schedule III) in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 1929, on page 786, dated 22nd July, 1977.)

20297.—“SUPER MILEAGE CROSS LUG” in Class 12 (Schedule III) in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 1929, on page 786, dated 22nd July, 1977.)

20298.—“TORINO F-7” in Class 12 (Schedule III) in respect of all the goods included in this said class. (Advertised under Gazette Notice No. 3508, on page 1457, dated 23rd November, 1973.)

20299.—“TRANS-LUG” in Class 12 (Schedule III) in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 1929, on page 786, dated 22nd July, 1977.)

Representations of the above quoted trade marks can be seen at the Trade Marks Registry, State Law Office, Nairobi, and/or in the publication of the Gazette notices indicated above.

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

GAZETTE NOTICE No. 133

THE TRADE MARKS ACT

(Cap. 506)

REGISTERED USER

IT IS hereby notified for general information that pursuant to a request received in this office on 20th October, 1977, the company whose name is given hereunder has been entered in the Register of Trade Marks as the Registered User of the trade mark given below in respect of all goods for which the said trade mark is registered in Kenya.

Registered Proprietor.—Johnson & Johnson, of 501 George Street, New Brunswick, New Jersey, U.S.A.

Registered User.—Ortho Pharmaceutical Corporation, of U.S. Highway No. 202 Ratitan, New Jersey, U.S.A.

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

Conditions or restrictions:—

1. Proprietor owns sufficient share capital of the User to enable the Proprietor to appoint a majority of the directors of the User.
2. User is not the sole Registered User.
3. The permitted use is without limit subject to cancellation by either party giving the other party one month's notice in writing.

Trade Mark No.:—

24091.—“REPLICON” in Class 5 (Schedule III) in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 153, on page 55, dated 20th July, 1978.)

A representations of the above quoted trade mark can be seen at the Trade Marks Registry, State Law Office, Nairobi, and/or in the publication of the Gazette notice indicated above.

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

GAZETTE NOTICE No. 134

THE TRADE MARKS ACT

(Cap. 506)

REGISTERED USER

IT IS hereby notified for general information that pursuant to a request received in this office on 22nd March, 1978, the company whose name is given hereunder has been entered in

the Register of Trade Marks as the Registered User of the trade mark given below in respect of all goods for which the said trade mark is registered in Kenya.

Registered Proprietor.—Johnson & Johnson, of 501 George Street, New Brunswick, New Jersey, U.S.A.

Registered User.—Ortho Diagnostics Inc., of Route 202, Ratitan, New Jersey, U.S.A.

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

Conditions or restrictions:—

1. Proprietor owns sufficient share capital of the User to enable the Proprietor to appoint or elect a majority of the directors of the User.
2. The User is not the sole Registered User.
3. The permitted use is without limit of time.

Trade Mark No.:—

24578.—“GENESIS II” in Class 1 (Schedule III) in respect of all the goods included in the said class. (Advertised under the Gazette Notice No. 2301, page 897, dated 11th August, 1978.)

A representation of the above quoted trade mark can be seen at the Trade Marks Registry, State Law Office, Nairobi, and/or in the publication of the Gazette notice indicated above.

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

GAZETTE NOTICE No. 135

THE TRADE MARKS ACT

(Cap. 506)

REGISTERED USER

IT IS hereby notified for general information that pursuant to a request received in this office on 30th March, 1978, the company whose name is given hereunder has been entered in the Register of Trade Marks as the Registered User of the trade marks given below in respect of all goods for which the said trade marks are registered in Kenya.

Registered Proprietor.—Johnson & Johnson, of 501 George Street, New Brunswick, New Jersey, U.S.A.

Registered User.—Janssen Pharmaceutica, Turnhoutsebaan, 30 Beerse, Belgium.

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

Conditions or restrictions:—

1. Proprietor to own sufficient share capital of User to enable appointment by Proprietor of majority of directors in User.
2. User is not sole Registered User.
3. There is no limit in period and any party can cancel by a one-month notice in writing.

Trade Mark Nos.:—

24533.—“FLUMOXAL” in Class 5 (Schedule III) in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 1684, on page 634, dated 16th June, 1978.)

24534.—“FLUBENOL” in Class 5 (Schedule III) in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 1684, on page 634, dated 16th June, 1978.)

Representations of the above quoted trade marks can be seen at the Trade Marks Registry, State Law Office, Nairobi, and/or in the publication of the Gazette notices indicated above.

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

GAZETTE NOTICE No. 136

THE TRADE MARKS ACT

(Cap. 506)

REGISTERED USER

IT IS hereby notified for general information that pursuant to a request received in this office on 26th January, 1978, the company whose name is given hereunder has been entered in the Register of Trade Marks as the Registered User of the trade mark given below in respect of all goods for which the said trade mark is registered in Kenya.

Registered Proprietor.—Johnson & Johnson, of 501 George Street, New Brunswick, New Jersey, U.S.A.

Registered User.—Pitman-Moore, Inc., P.O. Box 344, Bear Tavern Road, Washington Crossing, New Jersey, U.S.A.

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

Conditions or restrictions:—

1. Proprietor owns sufficient share capital of the User to enable Proprietor to appoint a majority of directors of User.
2. User is not sole Registered User.
3. Permitted use is without time limit and either party can cancel by giving the other a month's notice in writing.

Trade Mark No.:—

23399.—“OVASSAY” in Class 5 (Schedule III) in respect of all the goods included in the said class. (Advertised under Gazette Notice No. 1074, on page 394, dated 14th April, 1978.)

A representation of the above quoted trade mark can be seen at the Trade Marks Registry, State Law Office, Nairobi, and/or in the publication of the Gazette notice indicated above.

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

GAZETTE NOTICE No. 137

THE PATENTS REGISTRATION ACT
(Cap. 508)

ORIGINAL ENTRY

IT IS hereby notified for general information that a letters patent particulars of which appear in the Schedule hereto was registered as No. P2906 of 1978 in the Kenya Register of Patents on the 7th day of December, 1978.

SCHEDULE

No. of application.—P2906.

Date of application.—7th December, 1978.

Name of applicant.—Hoechst Aktiengesellschaft, a body corporate organized according to the laws of Federal Republic of West Germany of 6230 Frankfurt/Main 80, Postfach 80 03 20, Federal Republic of Germany.

Particulars of grant in the United Kingdom:—

No.—1,497,814.

Date.—10th May, 1978.

Date of filing complete specification.—17th March, 1975.

Complete specification published.—12th January, 1978.

Nature of invention.—Mono-and Dithiophosphonic Acid Esters. Process for their preparation and compositions containing them.

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,
22nd December, 1978.

J. N. KING'ARUI,
Deputy Registrar of Patents.

GAZETTE NOTICE No. 138

THE PATENTS REGISTRATION ACT
(Cap. 508)

ORIGINAL ENTRY

IT IS hereby notified for general information that a letters patent particulars of which appear in the Schedule hereto was registered as No. P2907 of 1978 in the Kenya Register of Patents on the 7th day of December, 1978.

SCHEDULE

No. of application.—P2907.

Date of application.—7th December, 1978.

Name of applicant.—Hoechst Aktiengesellschaft, a body corporate organized according to the laws of the Federal Republic of Germany, of 6230 Frankfurt/Main 80, Postfach 80 03 20, Federal Republic of Germany.

Particulars of grant in the United Kingdom:—

No.—1,500,770.

Date.—7th June, 1978.

Date of filing complete specification.—29th January, 1975.

Complete specification published.—8th February, 1978.

Nature of invention.—Process for printing cellulose material with developing dyes.

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.

Nairobi,
22nd December, 1978.

J. N. KING'ARUI,
Deputy Registrar of Patents.

GAZETTE NOTICE No. 139

THE PATENTS REGISTRATION ACT
(Cap. 508)

ORIGINAL ENTRY

IT IS hereby notified for general information that a letters patent particulars of which appear in the Schedule hereto was registered as No. P2908 of 1978 in the Kenya Register of Patents on the 7th day of December, 1978.

SCHEDULE

No. of application.—P2908.

Date of application.—7th December, 1978.

Name of applicant.—Vickers Limited, a British company, of Vickers House, Millbank Tower, Millbank, London S.W.1, 4RP, England.

Particulars of grant in the United Kingdom:—

No.—1,513,368.

Date.—27th September, 1978.

Date of filing complete specification.—8th July, 1974.

Complete specification published.—7th June, 1978.

Nature of invention.—Improvement in or relating to the processing of radiation-sensitive members.

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,
22nd December, 1978.

J. N. KING'ARUI,
Deputy Registrar of Patents.

GAZETTE NOTICE No. 140

THE PATENTS REGISTRATION ACT
(Cap. 508)

ORIGINAL ENTRY

IT IS hereby notified for general information that a letters patent particulars of which appear in the Schedule hereto was registered as No. P2909 of 1978 in the Kenya Register of Patents on the 7th day of December, 1978.

SCHEDULE

No. of application.—P2909.

Date of application.—7th December, 1978.

Name of applicant.—Ciba Geigy A.G., a Swiss body corporate of Basle, Switzerland.

Particulars of grant in the United Kingdom:—

No.—1,407,387.

Date.—21st January, 1976.

Date of filing complete specification.—19th April, 1971.

Complete specification published.—24th September, 1975.

Nature of invention.—Method of selectively combating weeds with 4-Isophenylphenyl ureas.

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. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

Nairobi,
22nd December, 1978.

J. N. KING'ARUI,
Deputy Registrar of Patents.

GAZETTE NOTICE No. 141

THE PATENTS REGISTRATION ACT

(Cap. 508)

ORIGINAL ENTRY

IT IS hereby notified for general information that a letters patent particulars of which appear in the Schedule hereto was registered as No. P2910 of 1978 in the Kenya Register of Patents on the 24th day of December, 1978.

SCHEDULE

No. of application.—P2910.

Date of application.—24th December, 1978.

Name of applicant.—Ciba Geigy A.G., a Swiss body corporate organized according to the laws of Switzerland, of Basle, Switzerland.

Particulars of grant in the United Kingdom:—

No.—1,422,266.

Date.—19th May, 1976.

Date of filing complete specification.—7th February, 1973.

Complete specification published.—1st January, 1976.

Nature of invention.—Diazepine derivatives and processes for their production.

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,
12th January, 1979.

J. N. KING'ARUI,
Deputy Registrar of Patents.

GAZETTE NOTICE No. 142

IN THE HIGH COURT OF KENYA AT NAIROBI

PROBATE AND ADMINISTRATION

TAKE NOTICE that applications having been made in this Court in:—

(1) CAUSE No. 4 OF 1979

By Ichangai Kinga of Ofafa Maringo in Nairobi in the Republic of Kenya, father of the deceased, through Messrs. Vohra & Gitao, advocates of Nairobi, for a grant of letters of administration to the estate of the late Charles Mburu of Elburgon in Kenya who died at Sotik-Kericho Road in Kenya, on the 27th day of November, 1977.

(2) CAUSE No. 5 OF 1979

By Tirus Makimei of P.O. Box 170, Gatundu in Kenya, father of the deceased, through Messrs. Vohra & Gitao, advocates of Nairobi, for a grant of letters of administration to the estate of the late Muhoro Makimei of Gatundu in Kenya aforesaid, who died at Kenyatta Road, Gatundu, on the 25th day of June, 1977.

(3) CAUSE No. 6 OF 1979

By Bhaham Kumar Prashara of P.O. Box 43587, Nairobi in Kenya, the duly constituted attorney of Prakash Devi Sadier of Oldbury in England, the administratrix to the deceased's estate, through S. S. Sandhu, advocate of Nairobi, for resealing in Kenya the grant of letters of administration granted on the 6th day of August, 1975, by the District Probate Registry at Birmingham, in the High Court of Justice in England, of the estate of the late Kashmiri Lal Sadier of Oldbury, Warley, West Midlands in England, who died there on the 20th day of November, 1974.

(4) CAUSE No. 7 OF 1979

By Norah Margaret Outram of P.O. Box 439, Malindi in Kenya, widow of the deceased and the executrix named in his will, through Messrs. Kaplan & Stratton, advocates of Nairobi in Kenya, for a grant of probate to the will of the late Sydney William Outram of Malindi aforesaid, who died there on the 24th day of May, 1978.

(5) CAUSE No. 8 OF 1979

By Barclays Bank of Kenya Limited of P.O. Box 30356, Nairobi in Kenya, one of the executors named in the deceased's will, the other executor Julius Samuel Lyons having renounced his right to the grant of probate, through Messrs. Kaplan & Stratton, advocates of Nairobi aforesaid, for a grant of probate of the will of the late Florence Leah Lyons of Nairobi in Kenya, who died there on the 30th day of October, 1978.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before the 7th day of February, 1979.

Nairobi,
15th January, 1979.

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

N.B.—The wills mentioned above have been deposited in and are open to inspection at the Court.

GAZETTE NOTICE No. 143

BIPINCHANDRA DHARAMSHI JANANI (DECEASED)

NOTICE is hereby given pursuant to section 29 of the Trustee Act (Cap. 167), that any person having a claim against or interest in the estate of late Bipinchandra Dharamshi Janani c/o P.O. Box 45190, Nairobi, who died on 31st July, 1966, at Bombay, India, is hereby required to send particulars in writing of his or her claim or interest to the undersigned before the 20th day of February, 1979, after which date the executrix will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which she has had notice and will not, as respects the property as distributed, be liable to any person of whose claim or interest she shall not have had notice.

Dated at Nairobi this 15th day of January, 1979.

ISHANI & ISHANI,
Advocates for the Executrix,
P.O. Box 45190, Nairobi.

GAZETTE NOTICE No. 144

MRS. LESLYE MARGARET CAMPBELL, DECEASED

NOTICE is hereby given pursuant to section 29 of the Trustee Act (Cap. 167) that any person having a claim against or an interest in the estate of the late Leslye Margaret Campbell of P.O. Box 42694, Nairobi who died at the Nairobi Hospital on the 7th January, 1979 is hereby required to send particulars in writing of his or her claim or interest to Barclays Bank Trust Company of Kenya Limited, P.O. Box 30356, Nairobi, before the 14th March, 1979 after which date the executor will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which they have had notice, and will not as respects the property so distributed be liable to any person of whose claim they shall not then have had notice.

Dated the 10th day of January, 1979.

BARCLAYS BANK TRUST COMPANY
OF KENYA LTD.,
P.O. Box 30356, Nairobi.

GAZETTE NOTICE No. 145

PROBATE AND ADMINISTRATION

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

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

SCHEDULE

Public Trustee's Cause No.	Name of Deceased	Address	Date of Death	Testate or Intestate
90/78	Gilbert Alwanga Matanyi.	Shikulu Village, Kakamega	7-7-76	Intestate
280/78	Karuri Ndegwa ..	Ndaraga Forest Station, Nyahururu	21-8-75	Intestate
100/77	Alfred Kimani Kihara	Kangaui Village Nyandarua District	31-7-75	Intestate
330/78	Josphine Njeri Njungo	Kikuyu Division, Kiambu District	14-4-78	Intestate
482/78	Isaya Adoyo Obiero	Nyandiwa Sub-Loc. East Gem Location Siaya District	2-11-75	Intestate
144/78	Joseph Ngure Rurii	Githiga Village, Githunguri Location, Kiambu P.O. Box 635, Bungoma	30-10-77	Intestate
176/78	James Kabata ..	Nairobi	7-10-78	Testate
4/79	Rapart Alan Willard	Mutua-ngombe Village, Endui Loc.	24-6-78	Intestate
331/78	Musyoka Mwanzia	Kitui District		
485/78	Stephen Kimani. Mwangi	Kahuti Village, Waithage Location Murang'a	21-9-78	Intestate

Nairobi,
12th January, 1979.

D. J. COWARD,
Public Trustee.

GAZETTE NOTICE No. 146

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF JUJA HOLDINGS (KENYA) LIMITED

(In Members' Voluntary Winding Up)

NOTICE is hereby given that at an extraordinary general meeting of the company held at Vedic House, Nairobi, on Thursday, 28th December, 1978, at 11 a.m., the following special resolution was passed:—

"That the company be wound up voluntarily and that Messrs. Alan Molloy and Anthony Pedder Davies, both of P.O. Box 40092, Nairobi, be appointed as joint and several liquidators for the purposes of such winding up and that such liquidators be authorized to divide among the members in specie or in kind any part of the assets of the company including but not limited to its immovable property in accordance with Article 141 of the company's Articles of Association."

Creditors of the company are required on or before 15th February, 1979, to send full particulars of all claims they may

have against the said company to the undersigned, the liquidators of the said company, and if so required by notice in writing from the said liquidators to prove their claims set out in such notice. In default thereof they may be excluded from the benefit of any distribution made before such debts are proved.

Nairobi,
11th January, 1979.

A. MOLLOY,
A. P. DAVIES,
Liquidators,
P.O. Box 40092, Nairobi.

GAZETTE NOTICE No. 147

IN THE MATTER OF THE COMPANIES ACT

(Cap. 486)

AND

IN THE MATTER OF JUJA HOLDINGS (KENYA) LIMITED

(In Members' Voluntary Winding Up)

NOTICE OF APPOINTMENT OF LIQUIDATORS

Name of company.—Juja Holdings (Kenya) Limited.
Address of registered office.—P.O. Box 49380, Nairobi.
Registered postal address.—P.O. Box 49380, Nairobi.
Nature of business.—Holding company.
Liquidators' names.—A. Molloy and A. P. Davies.
Address.—P.O. Box 40092, Nairobi.
Date of appointment.—28th December, 1978.
By whom appointed.—Members.

Dated at Nairobi this 11th day of January, 1979.

A. MOLLOY,
A. P. DAVIES,
Liquidators.

GAZETTE NOTICE No. 148

THE SOCIETIES RULES

(Cap. 108, Sub. Leg.)

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

- the societies listed in the First Schedule hereto have been registered; and
- the societies listed in the Second Schedule hereto have been refused registration.

under the provisions of the Societies Act (Cap. 108).

FIRST SCHEDULE

Name of Society	Date of Registration
Munyuni Welfare Society	5-1-79
Mukuyuni Sports Club	8-1-79
Kotoo Progressive Society, Kathomo Ulamba Branch	8-1-79
Diplomat Football Club	9-1-79
K.I.A. Staff Association	9-1-79
Marigat Muslim Association	10-1-79
Savanna Pot Club	10-1-79

SECOND SCHEDULE

Name of Society	Date of Refusal
Kenya Islamic Teachers Union	9-1-79
Njuriba Family Association	9-1-79
Kikuyu Location Bursary Fund	9-1-79
Muhali Union, Muhali Branch	9-1-79
Parklands Super Day and Night Club	9-1-79
Sons of God Awake Fellowship of Kenya	9-1-79
World Wide Gospel Church	9-1-79
Mutu-ini Progressive Society	9-1-79
Industrial Believers Welfare Society	9-1-79
Holy Peace of God Church	9-1-79
Roho Mowar Duond Wach Mokor	9-1-79

SECOND SCHEDULE—(Contd.)

Name of Society	Date of Registration
West Kenya Bilo Tibiwa wa Kienyeji	6-1-79
Peoples Church	6-1-79
Kaba Thayu Kambaa Day and Night Club	6-1-79
Agape Church of Africa	6-1-79
Gatimu Njuguna Family Association	6-1-79
Nomiya Roho Sabato Denomination	6-1-79
African Covenant Israel Church of God	5-1-79
Dagoretti Youth Organization	5-1-79
Aba Kakamega Students Association	5-1-79
Go Ye Unto the World Church of Kenya	5-1-79
Marika Youth Society	5-1-79
Ethiopian Refugees Welfare Association, Kenya	5-1-79
Ibrahim Church of Africa	5-1-79
Ekarakara Welfare Association	9-1-79
7th Day Church of God	9-1-79
Meru Welfare Association, Machakos Branch	9-1-79
Kipsoen Ajwang Welfare Association	9-1-79
St. Nicolas Orthodox Riruta Parish Council Branch	10-1-79
Kagwe Country Club	10-1-79
Abaluhya Association (E.A.), Langata Karen Sub-branch	10-1-79
Kia-Kairera Farmers Club	10-1-79
Belzatha Church of Christ	10-1-79
Kithusi Clan Association	10-1-79
Maithya Kasolu Funeral Association	10-1-79
World Christian Confederation	10-1-79
Mbaa Ndune Society	10-1-79

Dated at Nairobi this 12th day of January, 1979.

J. ALLAN,
Assistant Registrar of Societies.

GAZETTE NOTICE No. 149

THE AFRICAN CHRISTIAN MARRIAGE AND DIVORCE ACT

(Cap. 151)

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

SCHEDULE

Denomination.—Church of God World Missions in Kenya.

Name of Minister.—Reverend David L. Morgan.

Denomination.—East Africa Yearly Meeting of Friends, Kenya.

Name of Minister.—Hudson G. Azangu.

Denomination.—Kenya Church of Christ.

Names of Ministers:—

Richard Chowning.

Fielden Allison.

Gailyn van Rheenen.

Jim Fowler.

Ken Bolden.

Lawrence Barr.

David Kennamer.

Larry Stephens.

Preston Hemphill.

Dated at Nairobi this 8th day of January, 1979.

D. J. COWARD,
Registrar-General.

GAZETTE NOTICE No. 150

THE AFRICAN CHRISTIAN MARRIAGE AND DIVORCE ACT

(Cap. 151)

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

SCHEDULE

Denomination.—Roman Catholic Church, Kenya.

Names of Ministers:—

Reverend Father Karl S. Grab.

Reverend Father Gerald Joseph Rebello.

Reverend Father Benoit Cloutier.

Reverend Vincent Chege.

Reverend Godfrey Kiratu.

Reverend Samuel Nganga.

Reverend Paul Njoroge.

Reverend Father John Joseph Croston.

Reverend Father John Maregoni.

Reverend Father Liam de Veale.

Reverend Father Ingbert Klinger.

Reverend Walter Gleason.

Dated at Nairobi this 9th day of January, 1979.

D. J. COWARD,
Registrar-General.

GAZETTE NOTICE No. 151

THE AFRICAN CHRISTIAN MARRIAGE AND DIVORCE ACT

(Cap. 151)

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

SCHEDULE

Denomination.—Christadelphian Bible Mission, Kenya.

Name of Minister.—Philip Wekati.

Denomination.—Church of the Province of Kenya.

Names of Ministers:—

The Rev. Samuel Nderitu.

The Rev. David Kinyanjui Macharia.

The Rev. John Jason Ndung'u.

The Rev. John Brown Ndung'u Ikenye.

The Rev. Simon Peter Gachih Mwangi.

The Rev. Stephen Bii.

The Rev. James Kamiru Nguni.

The Rev. Edward M. Kirogo.

The Rev. Henry Songok Chemobo.

The Rev. Modicem Okello.

Dated at Nairobi this 9th day of January, 1979.

D. J. COWARD,
Registrar-General.

GAZETTE NOTICE No. 152

PAN AFRICA INSURANCE COMPANY LIMITED
MOMBASA

(Incorporated in Kenya)

LOSS OF POLICY

Policy No. 60726 for Sh. 20,000 on the life of Elijah Muturi Ndiba, E.A.R.C. Supplies Branch, P.O. Box 30528, Nairobi, Kenya.

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

Mombasa,
29th December, 1978.

S. S. SALEH,
for Manager,
P.O. Box 90383, Mombasa.

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