



# THE KENYA GAZETTE

Published by Authority of the Republic of Kenya

(Registered as a Newspaper at the G.P.O.)

Vol. LXXXI—No. 5

NAIROBI, 2nd February, 1979

Price Sh. 3

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## GAZETTE NOTICE No. 237

## PUBLIC SERVICE COMMISSION OF KENYA

## PROMOTION

FRANCIS MWANGI NJUGUNA, to be Deputy Permanent Secretary, Office of the President, with effect from 7th June, 1978.

## APPOINTMENTS

GEOFFREY GATHINJI NJOROGE, to be Commissioner of Customs and Excise, Office of the Vice-President and Ministry of Finance, with effect from 1st November, 1978.

REUTEN KAVULYA MUSYOKI, to act as Deputy Secretary, Office of the President, with effect from 18th December, 1978.

EPHANTUS KAMURI GATHURI, to act as Deputy Secretary, Office of the President, with effect from 18th December, 1978.

PHILIP ICHUNGWA MUCHUKURI, to act as District Commissioner II, Kajiado District, Rift Valley Province, with effect from 9th October, 1977.

BETHUEL KINYANJUI WAIRIOKO, to act as District Commissioner II, Trans Nzoia District, Rift Valley Province, with effect from 20th July, 1978.

## CESSATIONS

PHILIP ICHUNGWA MUCHUKURI, ceased to act as District Commissioner II, Kajiado District, Rift Valley Province, with effect from 22nd January, 1978.

BETHUEL KINYANJUI WAIRIOKO, ceased to act as District Commissioner II, Kajiado District, Rift Valley Province, with effect from 27th August, 1978.

By order of the Commission.

E. S. O. ARATO,  
for Secretary.

Public Service Commission of Kenya.

## GAZETTE NOTICE No. 238

## THE EGERTON AGRICULTURAL COLLEGE ACT

(Cap. 214)

## APPOINTMENT OF MEMBERS OF THE GOVERNING BODY

IN EXERCISE of the Powers conferred by section 6 of the Egerton Agricultural College Act, the Minister for Agriculture hereby:—

(a) Under section 2 (2) reappoints—

Kyale Mwendwa,

to be Chairman of the Governing Body with effect from 23rd December, 1978.

Dated this 24th day of January, 1979.

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

## GAZETTE NOTICE No. 239

## THE NATIONAL SOCIAL SECURITY FUND ACT

(Cap. 258)

## APPOINTMENT

IN EXERCISE of the power conferred by section 4 of the National Social Security Fund Act, the Minister for Labour appoints—

RICHARD MUIR

to be a member of National Social Security Advisory Council for a period of six months with effect from 1st January, 1979 replacing Joachim Feingold as an employers' representative.

Dated this 29th day of January, 1979.

JAMES NYAMWEYA,  
Minister for Labour.

## GAZETTE NOTICE No. 240

## JUDICIAL SERVICE COMMISSION

## APPOINTMENT OF DISTRICT MAGISTRATES

IN EXERCISE of the powers conferred by section 69 of the Constitution of Kenya and by sections 6 and 7 of the Magistrate's Courts Act, 1967, the Judicial Service Commission hereby appoints the following persons to be District Magistrates with power to hold a magistrate's court of the second class with effect from 25th January, 1979.

Jonathan Kahi Jumba.

Kamau Njuguna.

David Korir.

Francis Bernard Kosambo.

Stanley Muhia Gathuo.

Dated this 27th day of January, 1979.

JAMES WICKS,  
Chairman,  
Judicial Service Commission.

## GAZETTE NOTICE No. 241

## JUDICIAL SERVICE COMMISSION

## APPOINTMENT OF DISTRICT MAGISTRATES

IN EXERCISE of the powers conferred by section 69 of the Constitution of Kenya and by sections 6 and 7 of the Magistrate's Courts Act, 1967, the Judicial Service Commission hereby appoints the following persons to be District Magistrates with power to hold a magistrate's court of the first class with effect from 25th January, 1979.

William Kipsiro Tuiyot.

Peter Mwangi Githongo.

Dated this 27th day of January, 1979.

JAMES WICKS,  
Chairman,  
Judicial Service Commission.

## GAZETTE NOTICE No. 242

## JUDICIAL SERVICE COMMISSION

## APPOINTMENT OF RESIDENT MAGISTRATES

IN EXERCISE of the powers conferred by section 69 of the Constitution of Kenya, the Judicial Service Commission hereby appoints—

Erastus Mwaniki Githinji,

Julyan Oyoo-Orieco,

Riaga Samuel Cornelius Omolo,

Isaac Charles Cheskaki Wambilyangah,

Ngacaku Gakuhi,

to be Resident Magistrates, Kenya, with effect from 25th January, 1979.

Dated this 27th day of January, 1979.

JAMES WICKS,  
Chairman,  
Judicial Service Commission.

## GAZETTE NOTICE No. 243

## JUDICIAL SERVICE COMMISSION

## APPOINTMENT OF ACTING RESIDENT MAGISTRATES

IN EXERCISE of the powers conferred by section 69 of the Constitution of Kenya, the Judicial Service Commission hereby appoints—

Sammy Ronnie Omutiti Anyanzwa,

Samuel Odhiambo Oguk,

Samwel Elkanah Onderi Bosire,

Mrs. Ruth Nekoye Sitati,

to be Acting Resident Magistrates, Kenya, with effect from 25th January, 1979.

Dated this 27th day of January, 1979.

JAMES WICKS,  
Chairman,  
Judicial Service Commission.

## GAZETTE NOTICE No. 244

JUDICIAL SERVICE COMMISSION  
APPOINTMENT OF ACTING DEPUTY REGISTRARS

IN EXERCISE of the powers conferred by section 69 of the Constitution of Kenya, the Judicial Service Commission hereby appoints—

Sammy Ronnie Omutiti Anyanzwa,

Samuel Odhiambo Oguk,

Samwel Elkanah Onderi Bosire,

Mrs. Ruth Nekoye Sitati,

to be Acting Deputy Registrars, Kenya, with effect from 25th January, 1979.

Dated this 27th day of January, 1979.

JAMES WICKS,  
*Chairman,*  
*Judicial Service Commission.*

## GAZETTE NOTICE No. 245

JUDICIAL SERVICE COMMISSION  
APPOINTMENT OF DEPUTY REGISTRARS

IN EXERCISE of the powers conferred by section 69 of the Constitution of Kenya, the Judicial Service Commission hereby appoints—

Erastus Mwaniki Githinji,

Julyan Oyoo-Orieco,

Riaga Samuel Cornelius Omolo,

Isaac Charles Cheskaki Wambilyangah,

Ngacaku Gakuhi,

to be Deputy Registrars, Kenya, with effect from 25th January, 1979.

Dated this 27th day of January, 1979.

JAMES WICKS,  
*Chairman,*  
*Judicial Service Commission.*

## GAZETTE NOTICE No. 246

## THE REGISTRATION OF TITLES ACT

(Cap. 281, section 65 (1) (h))

## REGISTRATION OF INSTRUMENTS

WHEREAS Cotton Lint and Seed Marketing Board, a body corporate duly established under the Cotton Lint and Seed Marketing Act (Cap. 335 of the Laws of Kenya) and whose address is P.O. Box 30477, Nairobi hereinafter called "the Board" is the registered proprietor of all those pieces of land comprising five acres and two acres or thereabouts known as L.R. Nos. 5440 and 6749 situate North West of Mumias Township in the Busia District held under grants registered as I.R. Nos. 4199/1 and I.R. 4200/1 respectively and whereas the said Board executed an instrument of transfer of the above pieces of land in favour of Nambale Farmers Co-operative Union Limited of P.O. Box 75, Nambale and whereas the said Nambale Farmers Co-operative Union Limited has executed an instrument of charge in favour of the Co-operative Bank of Kenya Limited, a body corporate having its registered office at Nairobi and whereas sufficient evidence has been produced in terms of section 65 (1) (h) of the said Act declaring that the said grants registered as I.R. 4199/1 and I.R. 4200/1 are not available for registration purposes notice is hereby given that after fourteen (14) days from the date hereof provided that no objection has been received within that period I intend to dispense with the production of the said grant I.R. 4199/1 and I.R. 4200/1 and to proceed with the registration of the said instruments.

Dated this 2nd day of February, 1979.

L. PEREIRA,  
*Registrar of Titles.*

## GAZETTE NOTICE No. 247

## THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

## ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS Frederick Kagio, Mbugu Kihenu, Wahito Wachira, and Wembu Wachira both as personal representatives of Wachira Kimathi deceased Tracisio Thumbi, Gituku Murage and Ciuri Ndegwa all of P.O. Box 13118, Nairobi are the registered proprietors as lessees of all that piece of land known as L.R. No. 335/74 situate in Fort Hall Township in the Murang'a District by virtue of grant registered as L.R. No. 359/1, and whereas sufficient evidence has been adduced to show that the said grant has been lost, notice is hereby given that after the expiration of ninety (90) days from the date hereof I shall issue a Provisional Certificate provided that no objection has been received within that period.

Dated this 2nd day of February, 1979.

L. PEREIRA,  
*Registrar of Titles.*

## GAZETTE NOTICE No. 248

## THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

## ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS Robert Nelson Ngethe of P.O. Box 44190, Nairobi is the registered proprietor as lessee of all that piece of land known as L.R. No. 209/9032 situate in the City of Nairobi in the Nairobi Area by virtue of grant registered as I.R. No. 32510/1, and whereas sufficient evidence has been adduced to show that the said grant has been lost notice is hereby given that after the expiration of ninety (90) days from the date hereof I shall issue a Provisional Certificate provided that no objection has been received within that period.

Dated this 2nd day of February, 1979.

L. PEREIRA,  
*Registrar of Titles.*

## GAZETTE NOTICE No. 249

## THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

## ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS Cotton Lint and Seed Marketing Board, a body corporate duly established under the Cotton Lint and Seed Marketing Act (Cap. 335 of the Laws of Kenya) and whose address is P.O. Box 30477, Nairobi is the registered proprietor as Lessee of all those pieces of land known as L.R. Nos. 5440 and 6749 situate North West of Mumias Township in the Busia District by virtue of grants registered as I.R. Nos. 4199/1 and 4200/1 respectively and whereas sufficient evidence has been adduced to show that the said grants have been lost notice is hereby given that after the expiration of ninety (90) days from the date hereof I shall issue Provisional Certificates provided that no objection has been received within that period.

Dated this 2nd day of February, 1979.

L. PEREIRA,  
*Registrar of Titles.*

## GAZETTE NOTICE No. 250

IN THE HIGH COURT OF KENYA  
SITTING AT MERU

## CRIMINAL AND CIVIL APPLICATIONS CAUSE LIST

Before Hon. Mr. Justice A. M. Cocker

On Monday 12th February, 1979 at 9. a.m.

For Criminal Hearing

H.C.Cr.C. No.

670/68 Republic v. Elema Haille.

On Tuesday 13th February, 1979 at 8.30 a.m.

For Civil Applications Hearing

H.C.C. Appl. No.

11/78 Duba Halake v. Jarso Guyo.

## H.C.C.C. Nos.

- 63/78 Paul Kimani v. Justus Munoru.  
 10/73 Mathiu M'Mburugu v. Mburunga Mathiu.  
 21/77 Joan Thimangu v. M'Mirithu M'Mbui.  
 22/77 Wilson Matiri v. John Kabungo.

## For Criminal Hearing Thereafter

## H.C.Cr.C. Nos.

- 670/68 Republic v. Elema Haille.  
 39/78 Republic v. Atanasio Murungi.

On Wednesday 14th February, 1979 at 8.30 a.m.

## For Civil Applications Hearing

## H.C.C.C. Nos.

- 11/77 Luka Murungi v. Luka Shabari.  
 38/78 Mugeru Kiangui v. Thigaa Twaria.  
 25/78 M'Mutumwa M'Twanuka v. M'Mutungu M'Nko-Thoria.  
 30/78 Wilfred Rukenya v. Meru County Council.  
 22/78 Robert Kamundi v. Cypriano Kimathi.  
 24/78 Peter Mugambi v. Stephen Mwiandi.  
 45/78 Silas Karia v. Josphat Ngeera.

## For Criminal Pleas Thereafter

## H.C.C.C. Nos.

- 40/78 Republic v. Muraga M'Twamwari.  
 1/79 Republic v. Martin Mugambi and others.  
 2/79 Republic v. Marius Njeru and another.  
 3/79 Republic v. Kinyamu Makundi.  
 4/79 Republic v. Kinanu Kungania.  
 5/79 Republic v. M'Makembo M'Thiora.

## For Criminal Hearing Thereafter

## H.C.Cr.C. No.

- 39/78 Republic v. Atanasio Murungi.

On Thursday 15th February, 1979 at 8.30 a.m.

## For Civil Applications Hearing

## H.C.C.C. Nos.

- 13/78 Augustino Mpaka v. Andriano Kiumbe.  
 4/72 Livingstone M'Mwiria v. Joseph M'Ithinji.  
 5/78 Jane Wanduri v. Bernard Ileri.

## For Criminal Hearing Thereafter

## H.C.Cr.C. No.

- 39/78 Republic v. Atanasio Murungi.

On Friday 16th February, 1979 at 9 a.m.

## For Criminal Hearing Thereafter

## H.C.Cr.C. No.

- 39/78 Republic v. Atanasio Murungi.

Dated at Meru this 24th day of January, 1979.

M. O. N. ODERO,  
 Senior Deputy Registrar,  
 Meru District.

## GAZETTE NOTICE No. 251

CIVIL AVIATION BOARD  
 THE CIVIL AVIATION ACT  
 (Cap. 394)

NOTICE OF APPLICATION FOR OR VARIATION OF AN AIR  
 SERVICE LICENCE

PURSUANT to the provisions of the Civil Aviation Act (Cap. 394), notice is hereby given that Skytrails Ltd., P.O. Box 86936, Mombasa has applied to the Civil Aviation Board for a variation of the existing CAB Licence so as to increase the present authorized capacity from eighteen (18) to thirty-four (34) seats to be based at Port Reitz Airport Mombasa.

Any objections or representations to this application should be made in writing to the Civil Aviation Board, Electricity House (9th Floor), P.O. Box 30582, Nairobi so as to reach it within 28 days of the date of this notice. Every such objection or representation should state the specific grounds on which it is based and specify any conditions which it is desired that the Board should impose on the licence, if granted. It should further be noted that a copy of every objection or representation should be sent by the person making the same to the applicant at the same time that it is sent to the Civil Aviation Board.

Dated this 30th day of January, 1979.

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

## GAZETTE NOTICE No. 252

CIVIL AVIATION BOARD  
 THE CIVIL AVIATION ACT  
 (Cap. 394)

NOTICE OF APPLICATION FOR OR VARIATION OF AN AIR  
 SERVICE LICENCE

PURSUANT to the provisions of the Civil Aviation Act (Cap. 394), notice is hereby given that Davis Air Limited, Ambalal House, P.O. Box 80116, Mombasa has applied to the Civil Aviation Board for a variation of the existing CAB licence so as to increase the present authorized capacity from ten (10) to twenty (20) seats to be based at Port Reitz Airport, Mombasa.

Any objections or representations to this application should be made in writing to the Civil Aviation Board, Electricity House (9th Floor), P.O. Box 30582, Nairobi so as to reach it within 28 days of the date of this notice. Every such objection or representation should state the specific grounds on which it is based and specify any conditions which it is desired that the Board should impose on the licence, if granted. It should further be noted that a copy of every objection or representation should be sent by the person making the same to the applicant at the same time that it is sent to the Civil Aviation Board.

Dated this 25th day of January, 1979.

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

## GAZETTE NOTICE No. 253

CIVIL AVIATION BOARD  
 THE CIVIL AVIATION ACT  
 (Cap. 394)

NOTICE OF SUSPENSION OF AN AIR SERVICES LICENCE

PURSUANT to regulation 13 of the E.A. Licensing of Air Services Regulations notice is hereby given of the decision of the CAB to suspend the licences whose particulars are given herebelow:—

Name of address of holder.—Mombasa Air Services Ltd., P.O. Box 99222, Mombasa.

Licence Nos.—CAP No 189 and CAB No. 190.

Type of services authorized.—Air charter and aerial work services and non-scheduled inclusive tour charter service, based at Mombasa.

Date of suspension takes effect.—2nd March, 1979.

Duration of suspension.—Three months.

Grounds for suspension.—Flouted certain conditions of above-named licences.

J. K. MWOSA,  
 for Chief Executive Officer/Secretary,  
 Civil Aviation Board.

## GAZETTE NOTICE No. 254

CIVIL AVIATION BOARD  
 THE CIVIL AVIATION ACT  
 (Cap. 394)

NOTICE OF SUSPENSION OF AN AIR SERVICES LICENCE

PURSUANT to regulation 13 of the E.A. Licensing of Air Services Regulations notice is hereby given of the decision of the CAB to suspend the licences whose particulars are given herebelow:—

Name of holder.—Malindi Air Services Ltd., P.O. Box 146, Malindi.

Licence Nos.—CAB No. 143 and CAB No. 137.

Type of services authorized.—Air charter and aerial work services; and non-scheduled inclusive tour charter services based at Malindi.

Date of suspension takes effect.—2nd March, 1979.

Duration of suspension.—Three months.

Grounds for suspension.—Flouted certain conditions of above-named licences.

J. K. MWOSA,  
 for Chief Executive Officer/Secretary,  
 Civil Aviation Board.

## GAZETTE NOTICE No. 255

## THE VETERINARY SURGEONS (REGISTRATION AND LICENSING) RULES

(Cap. 366, Sub. Leg.)

IN COMPLIANCE with rule 5 of the Veterinary Surgeons (Registration and Licensing) Rules, 1958, the Veterinary Registrar hereby publishes the following copy of the Register of Veterinary Surgeons as at 1st January, 1979.

REGISTRATION		Name, Qualifications and Address	REGISTRATION		Name, Qualifications and Address
No.	Date Registered		No.	Date Registered	
3	4-11-53	Ruth Mary Simpson, O.B.E., PH.D., B.V.Sc., M.R.C.V.S., P.O. Box 10, Limuru.	132	6-10-66	Kyran William SuppleKane, M.V.B. (Dublin), Wembley, Middlesex, England.
27	18-12-53	William Sampson Luke, B.A., M.R.C.V.S., P.O. Box 60, Limuru.	133	6-10-66	Roger Stanley Windsor, B.Sc., B.V.M.S., M.R.C.V.S., Ministry of Agriculture, Fishers and Food, Veterinary Investigation Centre, Madingley Road, Cambridge, CB3 0ER.
28	18-12-53	Allison Gwendolin Luke, M.R.C.V.S., P.O. Box 60, Limuru.	140	9-1-68	Frederick Kayanja, B.VET.MED., PH.D., M.R.C.V.S., Makerere University, Kampala.
30	7-1-54	John Berger, M.R.C.V.S., W.I.R.F.M.D., P.O. Box 18021, Nairobi.	141	9-1-68	George Abwonji Orie, B.V.Sc. (E.A.), Egerton College, Private Bag, Njoro.
33	20-1-54	Mary Elizabeth Grafton, M.R.C.V.S., P.O. Box 24614, Nairobi.	142	9-1-68	John Arthur Hammond, M.R.C.V.S., D.V.M. & S., D.T.V.M., Royal (Dick) School of Veterinary Studies, Scotland.
36	22-1-54	James Anderson, O.B.E., D.Sc., PH.D., M.R.C.V.S., P.O. Box 153, Naivasha.	143	9-1-68	Noah Mahalang'ang'a Wekesa, B.V.M. & S., M.R.C.V.S., P.O. Box 982, Kitale.
37	10-2-54	Robert Alston Hammond, C.B.E., M.R.C.V.S., 9 Kings Row, Salisbury.	144	9-1-68	John Michael King, M.A., PH.D., VET.M.B., M.R.C.V.S., P.O. Box 48177, Nairobi.
41	18-3-54	Peter James Larkin, M.R.C.V.S., DR.MED.VET., National Agricultural Research Station, Kitale.	148	9-1-68	Andrew Maina, B.V.Sc. (E.A.), Veterinary Research Laboratory, P.O. Kabete.
48	18-5-54	Michael Bruce Jacob, B.Sc., M.R.C.V.S., P.O. Box 325, Kitale.	150	9-1-68	Jeremy Christopher Haigh, B.V.M.S., M.R.C.V.S., P.O. Box 291, Nanyuki.
51	14-1-55	Marcel Leon Burdin, O.B.E., B.Sc., M.R.C.V.S., Central Veterinary Laboratory, Weybridge.	152	9-1-68	Gideon Kiplangat arap Motelin, B.V.Sc. (E.A.), DIP.VET.PATH., F.R.V.S. (Stockholm), Veterinary Research Laboratory, P.O. Kabete.
53	30-5-55	Marcus Richard Edward Durand, M.B.E., B.V.M.S., M.R.C.V.S., Department of Primary Industries, William Street, Brisbane 4000, Queensland.	155	9-1-68	Janet Barbara Godfrey, M.R.C.V.S., P.O. Box 14601, Nairobi.
65	13-11-56	Philip Timothy Heath, M.R.C.V.S., P.O. Box 14601, Nairobi.	157	9-1-68	Graham Roy Duncanson, B.V.Sc., M.R.C.V.S., 40 Yarmouth Road, North Walsham, Norfolk.
69	9-7-57	Jack Kenneth Hillary Wilde, PH.D., M.Sc., B.Sc., M.R.C.V.S., A.R.C.S., Centre for Tropical Veterinary Medicine, Edinburgh.	161	9-1-68	Samson Kiplagat arap Muttai, B.V.Sc. (E.A.), P.O. Box 600, Eldoret.
70	1-12-57	Heather Campbell, M.R.C.V.S., D.T.V.M., P.O. Box 13033, Nairobi.	162	9-1-68	Walter Ryamory Masiga, B.V.Sc. (E.A.), DIP.BACT. (LN), E.A.V.R.O., Muguga, P.O. Box 32, Kikuyu.
74	6-8-58	Alan Blake Carles, M.A., VET.M.B., PH.D., M.R.C.V.S., Faculty of Veterinary Medicine, P.O. Box 29053, Kabete.	163	9-1-68	Dadson Phineas Kariuki, B.V.Sc. (E.A.), V.I.L., P.O. Box 450, Eldoret.
76	6-8-58	Charles Bruce Thompson, M.R.C.V.S., P.O. Box 30, Molo.	164	9-1-68	Elijah Ole-Mperre, B.V.Sc. (E.A.), Ministry of Agriculture, P.O. Box 30028, Nairobi.
81	6-1-59	Charles George Duncan Brow, B.V.M.S., M.R.C.V.S., E.A.V.R.O., Muguga, P.O. Box 32, Kikuyu.	165	9-1-68	John Wesamba Muchere, B.V.Sc. (E.A.), P.O. Box 30, Sotik.
83	4-6-59	Reginald Harold Kenneth Davis, M.R.C.V.S., P.O. Box 14260, Nairobi.	166	9-1-68	George Lowry Corry, DIP.VET.SC., B.V.Sc. (E.A.), E.A.V.R.O. Muguga, P.O. Box 32, Kikuyu.
85	19-5-60	John Alastair Grigor, B.V.M.S., M.R.C.V.S., 1150 Vista Heights, Victoria, B.C., Canada.	169	13-2-68	Charles Bitaroho Katongole, B.Sc., B.V.M.S., M.R.C.V.S., Makerere University, Kampala.
91	19-5-60	Patrick Gascoigne Scoggins, M.R.C.V.S., D.T.V.M., P.O. Box 530, Nakuru.	172	5-6-68	Simon Gitahi Ndung'u, DIP.VET.SC., B.V.Sc. (E.A.), Veterinary Research Laboratory Kabete.
92	19-5-60	Walter Plowright, D.V.Sc., M.R.C.V.S., Royal Veterinary College, London.	173	5-6-68	Christopher Geard Schermbrucker, B.V.M. & S., D.T.V.M., M.R.C.V.S., P.O. Box 18021, Nairobi.
96	21-6-60	Kenneth Irlam Barlow, M.B.E., M.R.C.V.S., P.O. Box 43, Gilgil.	174	5-6-68	Ann Margaret Schermbrucker, B.V.M. & S., M.R.C.V.S., P.O. Box 18021, Nairobi.
101	30-10-60	David Robertshaw, PH.D., B.V.M.S., M.R.C.V.S., P.O. Box 30197, Nairobi.	176	31-7-68	Michael John Creek, B.VET.MED., P.D., M.R.C.V.S., P.O. Box 1275, Nakuru.
102	6-3-61	John Gerald Tremlett, M.R.C.V.S., D.T.V.M., Veterinary Research Laboratory, P.O. Kabete.	180	13-12-68	James Martell Scudamore, B.V.Sc., M.R.C.V.S., Veterinary Research Laboratory, P.O. Kabete.
110	2-3-63	Euan Caie Anderson, B.V.M.S., M.R.C.V.S., P.O. Box 18021, Nairobi.	181	13-12-68	Saluzhino Francis Assis John Roach, B.V.Sc. (E.A.), M.R.C.V.S., 53 Upland Road, East Dulwich, London, S.E. 22.
112	2-3-64	Festo Omusa Sakwa, DIP.VET.SC. (E.A.), B.V.Sc. (Q), P.O. Box 18, Mumias.	183	15-9-66	Arphaxad Njue Mwaniki, DIP.VET.SC., B.V.Sc. (E.A.), A.H.I.T.I. P.O. Box 27030, Kabete.
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368	3-1-79	Michael Muchai Kagiko, B.V.M., M.S.C. (Nairobi), P.O. Box 51178, Nairobi.
369	3-1-79	Humphrey Muhika, B.V.M. (Nairobi), Veterinary Office, P.O. Box 4, Kabarnet.
370	3-1-79	Wycliffe Basa Mwangale, B.V.M. (Nairobi), P.O. Box 81708, Mombasa.
371	3-1-79	Mohamed Abdi Isahakia, B.V.M. (Nairobi), P.O. Box 81708, Mombasa.
372	3-1-79	Daniel James Muchiri, B.V.M. (Nairobi), M.S.C. (Texas), P.O. Box 29053, Kabete.
373	3-1-79	Akabwai Darlington, B.V.M. (Nairobi), P.O. Box 25084, Nairobi.
374	3-1-79	Peris Wangui Njuki, B.V.M. (Nairobi), P.O. Box 125, Machakos.
375	3-1-79	David Kipng'etich Arap Bii, B.V.M. (Nairobi), P.O. Box 32, Litein.
376	5-1-79	Alexa Frances Budde, B.V.M. (Nairobi), P.O. Box 450, Eldoret.
377	5-1-79	James Kinuthia Maiteri, B.V.M. (Nairobi), P.O. Box 592, Thika.
378	5-1-79	Stephen Gacugia, B.V.M. (Nairobi), Veterinary Clinics, P.O. Box 29, Nyeri.
379	5-1-79	Elliab Ndungu Kuria, B.V.S.C., (Nairobi), P.O. Box 29, Nyeri.
380	5-1-79	Elijah Ndungu Ngarari, B.V.M. (Nairobi), Veterinary Clinic, P.O. Box 52, Tongaren.
381	5-1-79	Zaddock Aywer Tado, B.V.M. (Nairobi), Veterinary Investigation Laboratory, P.O. Box 450, Eldoret.
382	5-1-79	Maina Ithagu, B.V.M. (Nairobi), P.O. Box 392, Kerugoya.
383	5-1-79	John Stephen Milingi, B.V.M. (Nairobi), District Veterinary Office, P.O. Box 40851, Nairobi.
384	5-1-79	Levy S. Wekesa, B.V.M. (Nairobi), Veterinary Investigation Laboratory, P.O. Box 450, Eldoret.
385	5-1-79	John Reuben Mulatya, B.V.M. (Nairobi), Veterinary Research Laboratory, P.O. Kabete.
386	9-1-79	Jagdish Hariprasad Patel, B.V.M. (Nairobi), P.O. Box 30081, Nairobi.
387	9-1-79	Stanley Mbaka Mbiuki, B.V.M. (Nairobi), M.S. (Colorado), P.O. Box 29053, Kabete.
388	9-1-79	Dadson Itigi Wanjohi, B.V.M. (Nairobi), P.O. Box 68, Murang'a.
389	9-1-79	Peter Maina Ithondeka, B.V.M. (Nairobi), Veterinary Services, P.O. Box 32, Maragoli.
390	9-1-79	Peter Mulle Musau, B.V.M. (Nairobi), P.O. Box 579, Thika.
391	9-1-79	Charles Mwai Kimaru, B.V.M. (Nairobi), Veterinary Research Laboratory, P.O. P.O. Kabete.
392	9-1-79	Symon Njeng'ere Kimani, B.V.M. (Nairobi), P.O. Box 63, Kikuyu.
393	9-1-79	Joseph Wagura Karanja, B.V.M. (Nairobi), P.O. Box 50, Kericho.
394	15-1-79	Jacob Amedi Mwari, B.V.M. (Nairobi), Veterinary Research Laboratory, P.O. Kabete.
395	15-1-79	Patrick Mutura Njau, B.V.M. (Nairobi), Veterinary Research Laboratory, P.O. Kabete.
396	16-1-79	Stephen Sakayo Mue, B.V.M. (Nairobi), P.O. Box 1164, Kangundo.
397	16-1-79	Fred G. K. Wandaka, B.V.M. (Nairobi), P.O. Box 615, Thika.
398	16-1-79	Hector Wansuna Alila, B.V.M. (Nairobi), Veterinary Research Laboratory, P.O. Kabete.
399	16-1-79	Ivan Iga, B.V.M. (Makerere), P.O. Box 14601, Nairobi.

Dated this 16th day of January, 1979.

I. E. MURIITHI,  
Veterinary Registrar.

## GAZETTE NOTICE No. 256

### THE VETERINARY SURGEONS (REGISTRATION AND LICENSING) RULES

IN COMPLIANCE with rule 9 of the Veterinary Surgeons (Registration and Licensing) Rules, 1958, the Veterinary Board hereby publishes a copy of the list of licensed Veterinary Surgeons whose licences are valid as at 1st January, 1979.

LICENSING		Name, Qualifications and Address
No.	Date Licensed	
2	22-5-54	John Moraiyain Ole Tameno, DIP.VET.SC. (E.A.), P.O. Box 24843, Karen.
22	22-5-54	George Gikanga Kamau, DIP.VET.SC. (E.A.), A.H.I.T.I., P.O. Kabete.
23	22-5-54	Ignacy Mann, DR.MED.VET. (Brno), Faculty of Veterinary Medicine, P.O. Box 29053, Kabete.
52	14-7-58	Nathan Wilima Munoko, DIP.VET.SC. (E.A.), P.O. Box 3004, Nairobi.
56	28-11-60	Gerald Munene Mugeru, DIP.VET.SC. (E.A.), M.S.C., PH.D., Faculty of Veterinary Medicine, P.O. Box 29053, Kabete.
70	1-8-63	Joshua Geoffrey Wandra, DIP.VET.SC. (E.A.), M.S.C., PH.D., Faculty of Veterinary Medicine, P.O. Box 29053, Kabete.
79	9-6-66	Amar Singh, B.V.S.C. & A.H. (Punjab), P.O. Box 56, Nanyuki.
83	6-10-66	Karl-Friedrich Loehr, DR.VET.MED. (Munich), Veterinary Investigation Laboratory, P.O. Box 50 Kericho.
100	9-1-68	Rhesa Daniel Wachara, DIP.VET.SC. (E.A.), P.O. Box 107, Naivasha.
105	5-6-68	Prem Bhushan Bali Sharma, B.V.S.C. & A.H. (Bombay), P.O. Box 232, Nyeri.
106	5-6-68	Bent Egelund, VET.MED. (Copenhagen), Provincial Veterinary Office, P.O. Box 90290, Mombasa.
115	7-10-69	John Henry Onyango, VET.DIP. (Zagreb), P.O. Box 34, Wajir.
116	7-10-69	Frederick Ogodo Oluoch, M.V.DR. (Kosice), Veterinary Services Department, P.O. Box 2, Athi River.
120	5-1-71	Joseph Macharia Mwangi, VET.SURG. (Sofia), Veterinary Services Department, P.O. Box 1912 Kisumu.
122	19-7-71	Dan Elijah Mbogo, VET.SURG. (Sofia), Veterinary Services Department, P.O. Box 4, Embu.
125	3-12-71	Benjamin Kipkemoi arap Kimeto, DR.MED. VET. (Giessen), Faculty of Veterinary Medicine, P.O. Box 29053, Kabete.
128	3-12-71	Joseph Obambo Barasa M.V. DR. (Bron), Veterinary Investigation Laboratory P.O. Box 114, Nakuru.
131	3-12-71	James Amos Kamau, VET.SURG. (Sofia), Faculty of Veterinary Medicine, P.O. Box 29053, Kabete.
132	3-12-71	Mohamed Saddique B.V. SC. B.S.C. (A.H) (Punjab) P.O. Box 41847 Nairobi.
135	9-11-72	Gerhard Albert Moll, DR.MED.VET. (Munich), Veterinary Services Department, P.O. Box 414, Kericho.
137	9-11-72	Manasseh Ndungu Muchiri, VET.SURG. (Wroclaw), W.I.R.F.M.D., P.O. Box 18021 Nairobi.
139	9-11-72	Philemon Samuel Otieno, D.V.M. (Budapest), Veterinary Services Department, P.O. Box 1912, Kisumu.
140	9-11-72	Benjamin Onyango Gome, D.V.M. (Budapest), P.O. Box 30450, Nairobi.
142	9-11-72	Willik Jallong Omboke, Veterinary Surgeon, (Budapest), Game Department, P.O. Box 30559, Nairobi.
144	10-1-74	Joseph Kiptiony arap Misoi, M.V.S.C. (Budapest), Department of Veterinary Services, P.O. Box 2, Athi River.
145	10-1-74	Reardon Otieno Olubayo, D.V.M. (Kiev), Veterinary Research Laboratory, P.O. Kabete.
147	28-6-74	Geuchien Grootenhuis, DR.VET.MED (Stockholm), Veterinary Research Laboratory, P.O. Kabete.
153	31-10-74	Maarten Constant Pieterse, DR.VET.MED. (Utrecht), P.O. Box 1375, Kitale.
156	10-12-74	Ishtiaq Ahmed Chaudhry, D.V.M. (Lyallpur), P.O. Box 42519, Nairobi.
157	10-12-74	Salmin Nassar Omar, B.V.S.C. (Madras), P.O. Box 48037, Nairobi.
159	16-5-75	Paul Amisi Busolo, B.V.M. (Belgrade), P.O. Box 95, Eldoret.
162	27-1-76	Ahmed Muhamud Subow, D.V.M. (Moscow), Veterinary Department, P.O. Box 70, Nyahururu.



LICENSING		Name, Qualifications and Address
No.	Date Licensed	
164	27-1-76	Richard Harry Cook, D.V.M. (Michigan), P.O. Box 30709, Nairobi.
168	27-1-76	Samson ole Konongoi, D.V.M. (Moscow), Machakos Veterinary Office, P.O. Box 27, Machakos.
170	27-1-76	Samuel Sigira arap Koech, D.V.M. (Hungary), Samburu District, P.O. Box 4, Maralal.
172	4-6-76	James Tingo Nchore, M.Sc.VET. (Kiev), Office of the Veterinary Department, P.O. Box 5, Narok.
173	4-6-76	James Mwasa Muthengi, M.Sc.VET. (Kiev), Divisional Veterinary Office, P.O. Box 199, Limuru.
174	16-1-79	Nelson Turner O. Odhuno, D.V.M. (Brno), c/o District Veterinary Office, P.O. Box 52, Kisii.

Made this 16th day of January, 1979.

I. E. MURIITHI,  
Veterinary Registrar.

#### GAZETTE NOTICE No. 257

- 7½ PER CENT KENYA STOCK 1988  
2½ PER CENT KENYA STOCK "B" 1982  
3 PER CENT KENYA STOCK 1983  
7 PER CENT KENYA STOCK 1982  
7½ PER CENT KENYA STOCK 1984  
8 PER CENT KENYA STOCK 1991/92

FOR the purpose of preparing warrants for the interest due on 30th March, 1979 the balances of the several accounts in the above stocks will be struck at close of business on 28th February, 1979 after which date the stocks will be transferable ex-dividend.

Dated this 24th day of January, 1979.

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

#### GAZETTE NOTICE No. 258

##### OFFICE OF THE PRESIDENT WESTERN PROVINCE

##### LOSS OF ORIGINAL LOCAL PURCHASE ORDER NO. E523081

IT IS hereby notified for general information of the public that the original Local Purchase Order No. E523081 has been reported lost.

The said Local Purchase Order has now been treated as cancelled and the Government will not accept any liability on claims resulting from services rendered on the strength of the above Local Purchase Order.

Z. INDOGO,  
for Provincial Commissioner,  
Western Province.

#### GAZETTE NOTICE No. 259

##### MINISTRY OF DEFENCE ARMED FORCES

##### LOSS OF LPO No. E553747

IT IS hereby notified for general information that LPO No. E553747 belonging to the Ministry of Defence is lost and the Ministry will not be liable for any goods bought or supplied on it.

E. M. WAHOME,  
Major,  
for Permanent Secretary.

#### GAZETTE NOTICE No. 260

##### MINISTRY OF CO-OPERATIVE DEVELOPMENT

##### LOSS OF LOCAL PURCHASE ORDER

##### No. E.438801 (ORIGINAL AND DUPLICATE LEAVES)

NOTICE is hereby given that the Original and Duplicate services rendered on the strength of the above quoted Local lost.

The Local Purchase Order leaves have now been cancelled and the public is notified for general information that the Government will not accept any liability on claims resulting from service rendered on the strength of the above quoted Local Purchase Order Leaves.

Dated this 24th day of January, 1979.

J. K. MUSINGI,  
for Permanent Secretary.

#### GAZETTE NOTICE No. 261

##### THE WEIGHTS AND MEASURES ACT

##### (Cap. 513)

##### NOTICE TO TRADERS

AN Inspector of Weights and Measures will open a stamping station at the places mentioned hereunder for the purpose of assizing and stamping traders' weighing and measuring apparatus on the dates stated:—

All traders within a radius of 20 kilometres of the places mentioned are required under the provision of the Weights and Measures Act, (Cap. 513) to produce to the Inspector of Weights and Measures all weights, measures of length and capacity, and weighing instruments which have been in use for trade, for verification and stamping.

Only weighing instruments the weighing capacity of which exceeds 500 kg. or which are of permanently fixed nature or delicate construction will be assized *in situ*. Traders in possession of such instruments may comply with this notice by notifying the Inspector of Weights and Measures in writing as to the type, maximum weighing capacity and location of the said instruments not later than one week preceding the date notified in the column hereunder:—

COLUMN 1 Address of Inspector of which notification under paragraph 3 should be sent	COLUMN 2 Place	COLUMN 3 Date on which apparatus is to be produced
The Provincial Inspector of Weights and Measures, P.O. Box 331, Kisumu.	Kisumu District Kisumu Municipality.	15th January to 2nd February, 1979.
	Kusa (morning) ..	5th.
	Pap Onditi (afternoon) ..	5th.
	Awasi ..	6th.
	Nyakach ..	7th.
	Muhoroni (morning) ..	8th.
	Miwani (afternoon) ..	8th.
	Kibigori ..	9th.
	Koru (morning) ..	12th.
	Tamu (afternoon) ..	12th.
	Sundu ..	13th.
	Ahero ..	14th.
	Kombewa (morning) ..	15th.
	Paw Akuche (afternoon) ..	15th.
	Lela (morning) ..	16th.
	Otonglo (afternoon) ..	16th.
The Provincial Inspector of Weights and Measures, P.O. Box 269, Nakuru.	Siaya District	
	Nyangweso ..	26th.
	Sidindi ..	27th.
	Sigomere (morning) ..	28th.
	Ugunja (afternoon) ..	28th.
	Nakuru Weights Measures Office.	5th March to March, 1979.

P. A. AYATA,  
Superintendent of Weights and Measures.

## GAZETTE NOTICE No. 262

## THE WATER ACT

(Cap. 372)

## APPLICATIONS

APPLICATIONS for diversion of water, plans for which may be seen at the Water Department, Nairobi, or Office of the Local Water Bailiff concerned, have been submitted as follows:—

Applicant	L.R. No.	District	River	Amount of Abstraction (G.P.D.)
Mugundu Girls Secondary School ..	—	Meru .. .. .	Tungu .. .. .	12,000 domestic, 4,600 irrigation.
Kaburuki M'Kwiri .. .. .	94	Meru .. .. .	Kaugambiti .. .. .	200 domestic, 4,000 irrigation.
Lower Kauruge Water Association ..	10	Meru .. .. .	Muruamba .. .. .	12,000 domestic, 20,000 irrigation.
Kigwe Ltd. .. .. .	10823 & 11407	Thika .. .. .	Thiririka .. .. .	330,000 irrigation.
Nguniko Estate Limited .. .. .	2951/122	Nairobi .. .. .	Thigirii .. .. .	900,000 Lpd irrigation.
Kimmo Estate .. .. .	2951/3	Nairobi .. .. .	Gitathuru .. .. .	1,370,000 Lpd irrigation.
Bitok Theresa .. .. .	250	Nandi .. .. .	Chebeiya .. .. .	700 domestic, 1,000 irrigation, 7,300 pw.
Sheikh Mohamed Aslam .. .. .	4344/2	Taita Taveta .. .. .	Tsavo .. .. .	2,000 Lpd domestic.
Socfinaf Co. Ltd. (Tatu Estate) ..	11538/2	Kiambu .. .. .	Makuyu .. .. .	200,000 irrigation.
Ndambu Maanzo .. .. .	—	Machakos .. .. .	Kibwezi .. .. .	681,525 Lpd, 45,435 L/d irrigation.
Gichuhi Kirara .. .. .	—	Machakos .. .. .	Mtito Andei .. .. .	2,498-925 Lpd Domestic, 18,174 L/d Lpd irrigation.
Benjamin Deon Musau .. .. .	240	Machakos .. .. .	Kwawaeni .. .. .	22,717-50 Lpd Industrial, 163,566 Lpd irrigation.
George Makosi Ndambuki .. .. .	—	Machakos .. .. .	Kiboko .. .. .	8,000 irrigation.
Girango Lodge .. .. .	225	South Nyanza .. .. .	Oyinjo .. .. .	6,750 Lpd. Domestic, 1,800 irrigation.
Philiph Mutua Musembi .. .. .	1565	Machakos .. .. .	Ngumuti .. .. .	100 domestic, 6,000 irrigation.
Mbacaca Water Association .. .. .	—	Meru .. .. .	Kaugune .. .. .	1,400 domestic, 13,000 irrigation.
Habel W. Gathithi .. .. .	67	Muranga .. .. .	Kayahwe .. .. .	150 domestic, 6,000 irrigation.
Igi Holding Ltd. .. .. .	4746	Muranga .. .. .	Kiboko .. .. .	460,000 irrigation.
Musyimi Ndunda .. .. .	387	Machakos .. .. .	Thwake .. .. .	150 domestic, 20,000 irrigation.
Agricultural Dev. Corporation ..	—	Garissa .. .. .	Tana .. .. .	2,200,000 irrigation.
Municipal Council of Eldoret .. ..	—	Uasin Gishu .. .. .	Sosiani .. .. .	2,200,000 public.
Kiambururu Self Help Water Project	—	Kiambu .. .. .	Gatamaiyu .. .. .	87,000 domestic.
Nthenge Uvyu .. .. .	—	Machakos .. .. .	Nduni .. .. .	999,570 Lpd domestic, 36,348,000 L/D irrigation.
Peter-Mburu Echaria .. .. .	6893	Kiambu .. .. .	Tusoga .. .. .	1,817 Lpd domestic, 54,522 Ltd irrigation.
Gathiru-ini 'A' Water Project .. ..	213	Kiambu .. .. .	Gachie .. .. .	6,600 domestic.
Patrick Nyamu Kiura .. .. .	173	Kirinyaga .. .. .	Thiba .. .. .	6,000 irrigation.
Mungania Kabugo .. .. .	463	Meru .. .. .	Kanyoo Stream .. .. .	100 domestic, 2,000 irrigation.
Kakuyuni Farmers Co-op. Society Ltd.	—	Machakos .. .. .	Ngumati .. .. .	45,435 Lpd ind., 27,261 Ldd irrigation.
Thananga Water 10 Holdings Assn. ..	—	Meru .. .. .	Thanantu .. .. .	2,300 domestic.
Nathan Wambua .. .. .	—	Machakos .. .. .	Ndiani .. .. .	4,550 Lpd irrigation.
Harrison Gichira Mbuuri .. .. .	587 & 588	Kirinyaga .. .. .	Ruamuthambi .. .. .	600 domestic, 10,000 irrigation.
Wanyama Sitati Yoana .. .. .	—	Kakamega .. .. .	Boma Spring .. .. .	18,000 Lpd irrigation.
Diocese of Kitui Zambia Irrigation Scheme.	—	Kitui .. .. .	Athi .. .. .	10,000 irrigation.
Alphan Muthike .. .. .	700	Kirinyaga .. .. .	Thiba .. .. .	300 domestic, 8,000 irrigation.
Komothai Coffee Growers Co-op. ..	524 and 525	Kiambu .. .. .	Komothai .. .. .	45,435 industrial litres per day.
Komothai Coffee Growers Ltd. ..	873/819	Kiambu .. .. .	Komothai .. .. .	45,435 Lpd industrial, 10,000.
Komothai Coffee Growers Co-op. Society Ltd. .. .. .	627 and 628	Kiambu .. .. .	Komothai .. .. .	10,000 industrial.
Komothai Coffee Growers Co-op. Society Ltd. .. .. .	738	Kiambu .. .. .	Komothai .. .. .	45,435 industrial litres per day.
Komothai Coffee Growers Co-op. Society. .. .. .	471A and 422	Kiambu .. .. .	Gatamaiyu .. .. .	45,435 industrial litres per day.
Wahinya Kangere .. .. .	365	Kiambu .. .. .	Komothai .. .. .	700 domestic, 5,000 industrial, 32,000 irrigation.
Kakuyuni Farmers Co-op. Society Ltd.	—	Machakos .. .. .	Kwakithama .. .. .	45,435 industrial, 27,261 litres per day irrigation.
Peter Mutuki Sila .. .. .	—	Machakos .. .. .	Wamaa .. .. .	908-7 domestic litres per day.
Jacob Muli .. .. .	—	Machakos .. .. .	Makindu .. .. .	181,740,000 litres per day irrigation.
Salome Magdalena .. .. .	58	Machakos .. .. .	Mkaiti .. .. .	318,045 domestic, 181,740 litres per day irrigation.
Mawia Nthei .. .. .	22	Machakos .. .. .	Miu .. .. .	1,227 domestic, 9,087 litres per day irrigation.
Gacheru Kanyenje .. .. .	490	Kiambu .. .. .	Barikongo .. .. .	908 domestic, 9,080 industrial, 9,080 litres per day irrigation.
Eliud Mbithi Mukeka .. .. .	—	Machakos .. .. .	Muraa .. .. .	1,817-40 litres domestic.
Kiirua-Naari Water Project .. .. .	—	Meru .. .. .	Ngare Narok .. .. .	797,400 domestic.
Marema Farmers Co-op. Society Ltd.	9974/2	Makuyu .. .. .	Muri .. .. .	230,000 irrigation and industrial.
Mrs. Waitherero Nduati .. .. .	180	Kiambu .. .. .	Thara .. .. .	200 domestic, 5,000 irrigation.
Ephantus Kenya Githinji .. .. .	208	Kirinyaga .. .. .	Kiringa .. .. .	12,000 irrigation.
George Kimeli arap Koske .. .. .	804 and 705	Kericho .. .. .	Makiye .. .. .	7,000 domestic.
Tana River Development Authority ..	181	Machakos and Embu .. .. .	Tana .. .. .	740,000 domestic, 2,500,000 industrial, 32% returnable, 8,000,000 power, 100% returnable
Francis Njau Stanley .. .. .	—	Kirinyaga .. .. .	Ragati .. .. .	4,000 irrigation.
County Council of Kipsigis (Ainamoi Trading Centre). .. .. .	—	Kericho .. .. .	Chepmila .. .. .	25,000 domestic.
Kenyonni Menge .. .. .	1295	Kisii .. .. .	Riana .. .. .	4,860,000 litres per day power 100% returnable.
John Karanja Thuo .. .. .	86	Kiambu .. .. .	Kiruga .. .. .	4,089-15 litres per day, 18,174 litres per day irrigation.
Ngimenyi Water Association .. .. .	—	Taita/Taveta .. .. .	Ngimenyi .. .. .	400 domestic.
Giti Valley Water Project .. .. .	29 Holdings	Nyeri .. .. .	Nyanyaga .. .. .	2,400 domestic, 16,000 industrial.
Tropical Trading Company .. .. .	7387/32	Nyeri .. .. .	Nairobi .. .. .	300 domestic, 2,000 industrial.
Henry J. Kageche and M. Muthoni Kageche. .. .. .	489/11	Kiambu .. .. .	Kiriara .. .. .	1,000 domestic, 20,000 irrigation.
Simon Nyagah Muruatetu .. .. .	57	Embu .. .. .	Str Kierigi .. .. .	5,733 litres per day domestic 36,400 litres per day irrigation, 9,100 litres per day other purposes.
Samuel Mwangi Kagoro .. .. .	911/1062	Muranga .. .. .	Thuruthuru .. .. .	500 domestic, 2,500 industrial 11,500 irrigation.

<i>Applicant</i>	<i>L.R. No.</i>	<i>District</i>	<i>River</i>	<i>Amount of Abstraction (G.P.D.)</i>
Sergoit Water Project .. .. .	—	Kakamega .. ..	Sergoit .. ..	931,500 litres per day domestic.
Ministry of Health (Tenant H. J. Omondi).	—	Siaya .. ..	Spr. Omondi .. ..	3,150 litres per day domestic, 22,500 public.
Samuel Karuthi .. .. .	188	Nyeri .. ..	Gathima .. ..	400 domestic, 4,000 irrigation.
Mukurweini Farmers Co-op. Society	474	Nyeri .. ..	Ruarai .. ..	30,000 industrial.
Sikri Training Centre .. ..	364	South Nyanza .. ..	.. ..	1,100 domestic, 2,300 irrigation.
Joseph Mbuthia Kamau .. ..	6742, 442, 443	Nakuru .. ..	Subukia .. ..	220 domestic, 2,000 power 100% returnable.
Kinothya Mutisya .. .. .	—	Machakos .. ..	Kisooni .. ..	150 domestic, 5,000 industrial. 24,000 irrigation.
Kibingeni Farmers Co-op. Society ..	—	Bungoma .. ..	Kuywa .. ..	6,000 industrial, 4,000 irrigation.
George Kimngeny Somoey .. ..	127/154	Nandi .. ..	Cheimeen .. ..	400 domestic, 4,000 100% power returnable.
Peter Kiruki Mwamba .. .. .	124	Meru .. ..	Gachua .. ..	300 domestic, 20,000 irrigation.

Objections stating specific grounds therefor should be filed in triplicate with the Water Apportionment Board, P.O. Box 30521, Nairobi within 30 days from the publication of this notice.

E. K. AGINGU,  
Secretary,  
Water Apportionment Board.

## GAZETTE NOTICE No. 263

## THE LAND ACQUISITION ACT

(Cap. 295)

## NOTICE OF INTENTION TO ACQUIRE LAND

IN PURSUANCE of section 6 (2) of the Land Acquisition Act (Cap. 295), I hereby give notice that the Government intends to acquire the following land for the industrial and medium and low cost housing purposes:—

## SCHEDULE

<i>Plot No.</i>	<i>Locality</i>	<i>Approx. Area to be Acquired in Acres</i>
L.R. 455/82	Downsoville, Nakuru	8.7
L.R. 455/3	Municipality	9.991
L.R. 455/4	(Extended Area)	9.99
L.R. 455/5	"	10.00
L.R. 455/6	"	9.9
L.R. 455/8	"	10.0
L.R. 455/9	"	10.0
L.R. 455/10	"	9.99
L.R. 11964	"	302.0
(Org. No. L.R. 7385/3)	"	
L.R. 455/53	"	20.10
L.R. 455/54	"	20.10
L.R. 455/55	"	20.40
L.R. 455/56	"	22.30
L.R. 455/57	"	20.30
L.R. 455/78	"	20.05
L.R. 455/60	"	20.10
L.R. 9774	"	6.31
L.R. 8937	"	467.0

Plans of the affected land may be inspected, during office hours, at the Office of the Commissioner of Lands, Nairobi, and Provincial Valuation Office, Nakuru.

Dated this 30th day of January, 1979.

J. R. NJENGA,  
Commissioner of Lands.

## GAZETTE NOTICE No. 264

## THE LAND ACQUISITION ACT

(Cap. 295)

## NOTICE OF INQUIRY

IN PURSUANCE of section 9 (1) of the Land Acquisition Act (Cap. 295), I hereby give notice that an inquiry will be held at 10 a.m., on Tuesday, 3rd April, 1979, at the Office of the Provincial Commissioner, Nakuru, for the hearing of claims to compensation by persons interested in the following land:—

## SCHEDULE

<i>Plot No.</i>	<i>Locality</i>	<i>Approx. Area to be Acquired in Acres</i>
L.R. 455/82	Downsoville, Nakuru	8.7
L.R. 455/3	Municipality	9.991
L.R. 455/4	(Extended Area)	9.99
L.R. 455/5	"	10.00
L.R. 455/6	"	9.9
L.R. 455/8	"	10.0
L.R. 455/9	"	10.0
L.R. 455/10	"	9.99
L.R. 11964	"	302.0
(Org. No. L.R. 7385/3)	"	
L.R. 455/53	"	20.10
L.R. 455/54	"	20.10
L.R. 455/55	"	20.40
L.R. 455/56	"	22.30
L.R. 455/57	"	20.30
L.R. 455/78	"	20.05
L.R. 455/60	"	20.10
L.R. 9774	"	6.31
L.R. 8937	"	467.0

Plans of the affected land may be inspected during office hours, at the Office of the Commissioner of Lands, Nairobi, and Provincial Valuation Office, Nakuru.

Dated this 30th day of January, 1979.

J. R. NJENGA,  
Commissioner of Lands.

## GAZETTE NOTICE NO. 265

## THE GOVERNMENT LANDS ACT

(Cap. 280)

KERICHO TOWN—PLOTS FOR SHOPS, OFFICES AND FLATS  
(Excluding Sale of Petrol)

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

2. A plan of the plots may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, or at the Office of the District Commissioner, Kericho, or may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 3, post free.

3. Applications should be submitted to the Commissioner of Lands, Nairobi, through the District Commissioner, Kericho, stating the plots required in order of preference. Applications must be on prescribed forms which are available from Lands Department or the District Commissioner, Kericho.

4. Applications must be sent so as to reach the District Commissioner not later than noon on 2nd March, 1979.

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

6. Applicants must enclose with their applications their money orders or postal orders or cash for Sh. 1,000 as a deposit, 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 seven days as required in paragraph 5 below, the deposit will be credited to him.
- (b) If the application is unsuccessful the applicant's deposit will be returned to him.
- (c) 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 below of the General Conditions, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

7. Each application should be accompanied by a statement indicating:—

- (a) The amount of capital it is proposed to spend on the project.
- (b) The amount of actual capital available for development with a banker's letter or other evidence of financial status in support.
- (c) The manner in which it is proposed to raise the balance of the capital required for the development, if any.
- (d) Full details of both residential and/or commercial properties owned by the applicant.

*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. 400) and the stamp duty in respect of the grant (approximately 2 per cent of the stand premium and annual rent). In default of payment within the specified time, the Commissioner of Lands may cancel the allocation and the applicant shall have no further claim to the grant of the plot.

*Special Conditions*

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 actual registration of the grant submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and 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 actual registration of the grant complete the erection of such buildings and the construction of the drainage system in conformity with such plans, 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 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 is unable to complete the buildings within the period aforesaid, the Commissioner of Lands shall (at the grantee's expense) accept a surrender of the land comprised herein:

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

5. The land and buildings shall only be used for shops (excluding a petrol station), offices and flats.

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

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

8. The grantee shall not subdivide the land.

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

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

10. The grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner may estimate to be the proportionate cost of 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 of all descriptions, whether overhead or underground, and the grantee shall not erect any building in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.

15. The Commissioner of Lands reserves the right to revise the annual ground rental as per Schedule 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 as assessed by the Commissioner of Lands.

#### SCHEDULE

##### WORKSHOPS, GARAGE OR GODOWN

Plot No.	Area (Approx.)	Stand Premium (Approx.)	Annual Rent	Road Charges (Initial Contribution)	Survey Fees
Unsurveyed	Hectares	Sh.	Sh.	Sh.	Sh.
1	0.0275	2,200	440	On demand	460
2	0.0325	2,600	520	"	460
3	0.0325	2,600	520	"	460
4	0.0325	2,600	520	"	460
5	0.0325	2,600	520	"	460
6	0.036	2,880	576	"	460

GAZETTE NOTICE NO. 266

#### THE GOVERNMENT LANDS ACT

(Cap. 280)

##### KERICHO TOWNSHIP—PLOTS FOR WORKSHOPS, GARAGE OR GODOWN PURPOSE

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

2. A plan for the plots may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, or may be obtained there from on payment of Sh. 3 post free.

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

4. Applications must be sent so as to reach the Clerk of Kipsigis County Council not later than noon on 2nd March, 1979.

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

6. Applicants must enclose with their applications their money or postal order 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 14 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.

7. Each application should be accompanied by a statement indicating:—

- The amount of capital it is proposed to spend on the project.
- The amount of actual capital available for development with a banker's letter or other evidence of financial status in support.
- The manner in which it is proposed to raise the balance of the capital required for the development, if any.
- Full details of both residential and/or commercial properties owned by the applicant.

#### 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. 400) and the stamp duty in respect of the grant (approximately 2 per cent of the stand premium and annual rent). In default of payment within the specified time, the Commissioner of Lands may cancel the allocation and the applicant shall have no further claim to the grant of the plot.

#### Special Conditions

1. No buildings shall be erected on the land nor shall additions or 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 actual registration of the grant submit in triplicate to the local authority and the Commissioner of Lands plans (including block plans showing the position of the 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 actual registration of the grant 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 buildings period the Commissioner of Lands shall refund to the grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.

5. The land and buildings shall only be used for workshop, garage or godown.

6. The buildings shall not cover more than 90 per centum of the area of the land or such lesser of the land as may be laid down by the authority in its by-laws.

7. The grantee shall not subdivide the land.

8. The grantee shall not sell, transfer, sublet, charge or part with the possession of the land or any part thereof or any buildings thereon except with the prior consent in writing of the President: 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.

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

10. The grantee shall from time to time pay 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 of Lands may assess.

11. 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.

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

13. 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.

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 land as assessed by the Commissioner of Lands.

#### SCHEDULE

##### WORKSHOPS, GARAGE OR GODOWN

Plot No. Unsurveyed	Area (Approx.) Hectares	Stand Premium (Approx.)	Annual Rent	Road Charges (Initial Contribution)	Survey Fees
		Sh.	Sh.	Sh.	Sh.
1	0-1249	2,500	500	30,000	460
2	0-1686	3,380	676	33,700	460
3	0-1560	3,120	624	37,500	460
4	0-1560	3,120	624	37,500	460
5	0-1560	3,120	624	37,500	460
6	0-1560	3,120	624	37,500	460
7	0-1686	3,380	676	37,500	460
8	0-1873	3,740	748	47,400	460
9	0-1300	2,600	520	31,200	460
10	0-1300	2,600	520	31,200	460
11	0-1300	2,600	520	31,200	460
12	0-1300	2,600	520	31,200	460
13	0-1300	2,600	520	31,200	460
14	0-1300	2,600	520	31,200	460
15	0-1300	2,600	520	31,200	460
16	0-1300	2,600	520	31,200	460
17	0-1300	2,600	520	31,200	460
18	0-1300	2,600	520	31,200	460
19	0-1300	2,600	520	31,200	460
20	0-1561	3,120	624	39,400	460
21	0-1436	2,880	576	30,000	460
22	0-1300	2,600	520	31,200	460
23	0-1300	2,600	520	31,200	460
24	0-1300	2,600	520	31,200	460
25	0-1300	2,600	520	31,200	460
26	0-1300	2,600	520	31,200	460
27	0-1249	2,500	500	31,800	460
28	0-1811	3,620	724	47,000	460
29	0-1249	2,500	500	30,000	460
30	0-1374	2,740	548	31,200	460
31	0-1312	2,620	524	31,200	460
32	0-1748	3,500	700	40,000	460
33	0-1243	2,580	516	28,000	460
34	0-1243	2,580	516	28,000	460
35	0-687	1,380	276	17,500	460

#### GAZETTE NOTICE No. 267

#### THE GOVERNMENT LANDS ACT

(Cap. 280)

##### KERICHO TOWN—PLOTS FOR LIGHT INDUSTRIAL PURPOSE

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

2. A plan of the plots may be seen at the Public Map Office situated in the Lands Department Building, City Square, Nairobi, or at the office of the District Commissioner, Kericho, or may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 3, post free.

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

4. Applications must be sent so as to reach the District Commissioner not later than noon on the 2nd March, 1979.

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

6. Applicants must enclose with their applications their money orders or postal orders or cash for Sh. 1,000 as a deposit, 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 seven days as required in paragraph 5 below, the deposit will be credited to him.

(b) If the application is unsuccessful the applicant's deposit will be returned to him.

(c) 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 below of the General Conditions, the Commissioner of Lands may declare the deposit forfeited and the applicant shall have no further claim thereto.

7. Each application should be accompanied by a statement indicating:—

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

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

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

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

##### 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. 400) and the stamp duty in respect of the grant (approximately 2 per cent of the stand premium and annual rent). In default of payment within the specified time, the Commissioner of Lands may cancel the allocation and the applicant shall have no further claim to the grant of the plot.

##### Special Conditions

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 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 calendar 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 to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the terms 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 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 stand premium paid in respect of the land; or (2) at any subsequent time prior to the expiration of the said building period, the Commissioner of Lands shall refund to the grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.

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

6. Accommodation not exceeding 100 sq. ft. may be provided for a caretaker or night watchman.

7. The buildings shall not cover a greater area of the land than that laid down by the local authority in its by-laws.

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

9. The grantee shall not subdivide the land.

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

11. The grantee shall pay to the Commissioner of Lands on demand such 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.

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

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

14. The grantee shall pay such rates, taxes, charges, duties, assessments of 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 President of the Republic of Kenya in lieu thereof.

15. The President of the Republic of Kenya or such person or authority as may be appointed for the purposes shall have

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

16. The Commissioner of Lands reserves the right to revise the annual rental payable hereunder at the expiry of the 33rd and 66th year of the term 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 LIGHT INDUSTRIAL PURPOSE

Plot No. Unsurveyed	Area (Approx.) Hectares	Stand Premium (Approx.)	Annual Rent	Road Charges (Initial Contribution)	Survey Fees
		Sh.	Sh.	Sh.	Sh.
L.R. No.					
631/368	0-0649	1,300	260	On	460
369	0-0825	1,660	332	demand	460
371	0-0519	1,040	208	"	460
373	0-0360	720	144	"	460
374	0-0525	1,060	212	"	460
375	0-1320	2,660	520	"	460
376	0-687	1,380	276	"	460

#### GAZETTE NOTICE No. 268

##### THE REGISTERED LAND ACT

(Cap. 300, section 35)

##### ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Mbugwa Nurman Ng'ang'a ID/NBI. 0109559 of P.O. Box 16182, Nairobi in the Republic of Kenya, is the registered proprietor in absolute ownership interest of all that piece of land containing 3.64 hectares or thereabouts situated in the District of Embu known as Parcel No. Gaturi/Githimu/18 registered under Title No. Gaturi/Githimu/18, 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 6th day of January, 1979.

C. K. KEMEL,  
Land Registrar,  
Embu District.

#### GAZETTE NOTICE No. 269

##### THE REGISTERED LAND ACT

(Cap. 300, section 35)

##### ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Muchiri s/o Kinithi of Karia, Thegege Location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 1.17 hectares or thereabouts situated in the District of Nyeri known as Parcel No. 135 registered under Title No. Thegege/Karia/135, 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 December, 1978.

W. E. NJERU,  
Land Registrar,  
Nyeri District.



## GAZETTE NOTICE No. 270

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Manyara Mboroki of Ntima Location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 0.89 hectare or thereabouts situated in the District of Meru registered under Title No. Ntima/Igoki/1587, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after 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 18th day of January, 1979.

S. Z. MUTWIRI,  
Land Registrar,  
Meru District.

## GAZETTE NOTICE No. 271

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Cosmas Murangiri Miriti of Nyaki Location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 0.405 hectares or thereabouts situated in the District of Meru registered under Title No. Nyaki/Nkabune/55, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after 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 18th day of January, 1979.

S. Z. MUTWIRI,  
Land Registrar,  
Meru District.

## GAZETTE NOTICE No. 272

## THE REGISTERED LAND ACT

(Cap. 300, section 35)

## ISSUE OF A NEW LAND CERTIFICATE

WHEREAS Henry Kamunyi of Abogeta Location in the Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 2.61 hectares or thereabouts situated in the District of Meru registered under Title No. Abogeta/U-Kiringa/118, and whereas sufficient evidence has been adduced to show that the Land Certificate issued thereof has been lost. Notice is hereby given that after 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 18th day of January, 1979.

S. Z. MUTWIRI,  
Land Registrar,  
Meru District.

## GAZETTE NOTICE No. 273

## THE INDUSTRIAL COURT

CAUSE No. 15 OF 1978 (1)

## Parties:—

Kenya Local Government Workers' Union  
and  
Kisumu Municipal Council

## Issue in dispute:—

Dismissal of John Rabuogi Ogot.

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

2. The parties were heard in Nairobi on 7th, 8th and 30th November and 1st and 7th December, 1978 and in addition to relying on their written and verbal submissions called the following witnesses to give evidence on oaths:

## Claimants:—

John R. Ogot.

John Odeny.

Respondents.—Ojuang Kombudo.

## AWARD

3. The Notification of Dispute Form "A" dated 21st November, 1977 duly signed by the parties was received by the Court on 8th March, 1978 together with the statutory certificates signed by the Minister for Labour and the Labour Commissioner.

John R. Ogot started working for the Respondents as Deputy Director of Social Services in 1966. The Respondents sent him to United Kingdom for further training for one year in 1967. His training was in relation to social services.

In May 1971 he was detained but was released in April 1973.

The Court has no doubt that on his release from detention as a result of the clearance which he obtained from the Government the Respondents were asked to re-engage him in their employment. He was not reinstated. On his re-engagement he started work as a Senior Administrative Assistant in September 1973 at a salary which was lower than the one he was getting prior to his detention.

Since his re-engagement Mr. Ogot made repeated representations to the Respondents and the Ministry of Local Government regarding his salary adjustment but he was not successful.

On 16th December, 1975 he was dismissed and the main reason for his dismissal as conveyed to him was that the Respondents were satisfied that he was guilty of an act of gross negligence in respect of duties assigned to him of updating and processing for dispatch the 1975 Mayor's X-mas cards and because of his gross negligence cards had been sent to some people in the name of Coun. G. W. Okalo as the Mayor when he knew that Coun. Okalo had ceased to be the Mayor long ago.

He was also alleged to have been guilty of gross misconduct because on 10th December, 1975 he had gone to the Mayor Coun. Olilo and had sought his approval of the mailing list and type of cards when he had on 9th December given a number of cards to Mrs. Ongili for mailing to the various people.

He was advised of his summary dismissal with effect from 15th December, 1975.

The Claimants having taken up the matter on his behalf the dispute was investigated by the Ministry of Labour and on 14th October, 1977 the Chief Industrial Relations Officer, Ministry of Labour, forwarded the following findings and recommendation to the parties to form a basis for settling it:

## "Findings:

From the available evidence it is clear that the wrong cards went out. The question is whether the wrong cards went out by design or accident. After Mr. Okalo had dropped from the Mayor position, one would expect cards bearing his name to have disappeared from the scene altogether. It is quite strange that they should find their way and be mixed with those bearing the name of the incumbent Mayor. Be as it may the whole issue is surrounded with an element of doubt and utter confusion. Three warnings in rapid succession cast an element of suspicion in this case.



**Recommendation:**

In view of the above remarks and observations reinstatement would have been ideal but for the strained relations it is not considered advisable to take such a step. In the circumstances it is recommended that Mr. Ogot be paid eight months salary by way of compensation for wrongful dismissal. He should in addition be paid all his terminal benefits including leave, provident fund contributions his own and the employers contributions."

The parties, however, could not settle the dispute and the matter is now before the Court with the Claimants seeking reinstatement of Mr. Ogot to his former post with salary for all the time that he has been out of employment. The Court was told that at the time of his dismissal he was earning Sh. 2,960 per month.

During the hearing the Claimants alleged that Mr. Ogot had been a victim of a sort of conspiracy on the part of some people including the Town Clerk, who were determined to get rid of all those Respondents' employees who hailed from Western Nyanza.

In connexion with this the Claimants had produced a circular which had been distributed in Kisumu during the time the Town Clerk, Ojuang' Kombudo, had been suspended from duty. He was suspended for eight months towards the end of 1974 and according to the Mayor of Kisumu he resumed duties on Thursday 17th July, 1975. The Claimants, however, insisted that he resumed duty on 21st July, 1975.

As stated above, during the Town Clerk's suspension a circular appeared in Kisumu headed "Action No. 1" and it purported to come from "Wang Chieng' Action Group" which read as follows:

"Kisumu Municipal Council is for Wang' chieng' just as Africa is for Africans. Of late some immigrants (especially from Siaya) have infiltrated into our town and their infiltration and collaboration with Ministry of Local Government cannot go unpunished. Their action and collaboration have caused the suspension of one of our beloved sons from the council.

In the light of the above facts the following undesirable immigrants are given three months to tender their resignation from the Council or face the "Wrath of WAG":

1. J. A. Onjala.
2. Mbeche.
3. C. O. Gumbe.
4. John Rabuogi.
5. Musa Mulaya.

Any Wang' chieng' person found collaborating with the above undesirable elements will face the same fate."

The Claimants submitted that Mr. Ogot had been got rid of as was indicated in this circular because he is from Siaya. They further inferred that this circular had been issued by the Town Clerk's supporters but the Town Clerk while giving evidence denied any knowledge of the authors of this circular and pointed out that when the circular had appeared his suspension was about to be lifted and he or his supporters would never have taken a step which would have endangered the lifting of the suspension.

The Court notes that the Respondents dismissed Mr. Ogot because they suspected him to be the author of this circular. This was in May 1975. He was, however, reinstated. Mr. Ogot also denied that he was the author of this circular.

On the evidence before it the Court finds it impossible to make any finding as to the origin of this circular and doubts of Mr. Ogot suffered a dismissal because of a conspiracy on the part of some people to get rid of people from Siaya from the Respondents' services. The Court would like to leave this matter by saying that it certainly smacks of some internal politics up there in Kisumu.

One fact, however, is quite apparent and that is until the resumption of duty by the Town Clerk in July 1975 there was no warning letter issued to Mr. Ogot regarding his efficiency in performing his duties. The Town Clerk in his evidence said that he did not think there was a letter of warning prior to that in Mr. Ogot's file.

Apart from the incident of the X-mas card which led to the dismissal of Mr. Ogot the Respondents alleged that he had received three warnings on 18th August, 13th October and 17th November, 1975. The Respondents stated that Mr. Ogot had

not given any explanation or reply to these warning letters and these replies certainly were not in his file. The Claimants on the other hand produced copies of very detailed replies Mr. Ogot gave to these warning letters on 18th August, 14th October and 17th November, 1978. The Claimants also pointed out that they had received the copies of these replies which Mr. Ogot had sent.

The Court finds all this very strange and mysterious because these replies are not in the file of Mr. Ogot but the Town Clerk in his evidence instead of bluntly denying having received these replies to the warning letters said "I don't remember if I received the replies to warning letters".

Mr. Ogot in his evidence stated that the Town Clerk used to meet his group on Sunday evening and then on Mondays he would come and issue him with warning letters. It is a fact that all warning letters have been issued on Mondays but the Court is not prepared to believe that the Town Clerk issued these warning letters after having meetings with certain people on Sundays in order to get rid of Mr. Ogot from the Respondents' services.

The Court finds that Mr. Ogot is not the type of person who would not reply to such serious warning letters and the Court accordingly finds on balance of probability that replies to warning letters were given by him.

The Claimants made a strong point that after the Town Clerk resumed duties in July 1975 i.e. when his suspension was lifted he was determined to get rid of Mr. Ogot and the first thing he did was to withdraw certain powers from Mr. Ogot. This the Town Clerk is alleged to have done on 21st July, 1975 when he wrote a formal letter to Mr. Ogot withdrawing authority from him to sign any papers on behalf of the Respondents. They stated that there was no reason at all for the Town Clerk to take his step other than an ulterior motive.

It is in this connexion that the exact date of the resumption of duties by the Town Clerk after the suspension becomes rather important. The Claimants insist that he resumed duty at the Town Hall Kisumu on 21st July, 1975 and therefore had no time to form his opinion or to have found any reasons for withdrawing the authority to sign from Mr. Ogot. The Respondents, however, insist that he resumed duty on 17th July which was a Thursday.

The Court finds that it is really splitting hair when parties argue whether the Town Clerk resumed duty on a Thursday or a Monday because even if he resumed duty on Thursday the Court believes that in two or three days the Town Clerk without actually stating the misuse or abuse of authority by Mr. Ogot could not have had sufficient time in which to come to such a decision.

This withdrawal of authority was followed by the three warning letters which have been mentioned hereinabove.

The Court would now like to refer to the incident of the X-mas card when it is alleged that an X-mas card bearing the name of the former Mayor was sent to the District Commissioner Kisumu who is also a Councillor. On this particular point the Town Clerk in his evidence stated that the dispatch of these cards is an assignment of a protocol officer in the Mayor's office and Mr. Ogot's job include this work. He called Mr. Ogot to his office and detailed him on this exercise. The Town Clerk stated that he had discussed the matter with the Mayor Coun. Olilo who decided that the picture on the existing X-mas card was old and it should be changed to show the current development trends. The Mayor chose the Town Hall picture and Mr. Ogot was told about this by the Town Clerk who also told him to check the mailing list with the Mayor and advised him to do the job efficiently and to personally supervise it. Things, however, did not go according to his instructions as on 10th December he received a telephone call from the D.C. Mr. Ole Noharo who complained about what was going on at the Town Hall as he had received an X-mas card bearing the name of the previous Mayor Coun. Okalo. The District Commissioner wondered whether it was a tick or inefficiency. He then phoned the Mayor and explained what had happened and called Mr. Ogot to his office. After that he made investigations and suspended Mr. Ogot and referred the matter to the appropriate committee.

Mr. Ogot in his evidence stated that the Town Clerk told him to see the Mayor to compile the list of people should be sent the X-mas cards. He and the Mayor prepared the list and he then asked Mrs. M. Ongili to type the envelopes and paste the Town Hall picture on the cards. He had asked her to bring them back to him after doing this. He added that the cards were in a big carton and only 200 were to be dispatched

but she took the whole carton. This was on 9th December. He explained that he had gone into the general office where the messengers and the typists sit and picked up a card by chance and noticed the mistake. Prior to that he had not checked the cards before he gave them to Mrs. Ongili. He admitted that the Town Clerk had phoned him and told him about the District Commissioner having received a card bearing the former Mayor's name but he, Mr. Ogot, did not think it was a very serious matter. He denied that he was against the Mayor, Councilor and said there were no mayoral elections near.

The Town Clerk during cross-examination admitted that Mr. Ogot was not expected to do all the work of X-mas cards physically himself. The Court has come to the conclusion that Mrs. Ongili was told by Mr. Ogot what to do and the Court believes that she was also told by Mr. Ogot that she should bring all the cards back to him for checking before dispatching them. It looks as if Mrs. Ongili did not do so. The dispatch book for that period was produced in Court and there was no entry of an X-mas card having been sent to the District Commissioner although it was suggested that since the D.C. was also a Councillor he could have picked it up from the mail table reserved for the Councillors in the Town Hall.

The Court has carefully studied the statement of Mrs. Ongili which she made on 10th December, 1975 and what she stated at the meeting of the Finance Staff and General Purposes Committee on 15th December, 1975. It is quite obvious from these statements that she had delegated the work to an office messenger since she was busy that evening! She told the Committee that she did not return the envelopes to Mr. Ogot because she thought that there was no need as she knew all the Councillors. She also added that cards brought to her were arranged in such a way that if she opened the top one it was correct so she assumed that all were correct since she did not expect Mr. Ogot to give her old cards for the new year and she was not cautioned that cards were mixed with the old ones.

In her written statement she stated that on 9th December, Mr. Ogot gave her Mayor's X-mas cards "which he stated had to go to the Councillors and some other big people in the town. I gave envelopes to the messenger to go and print them with the machine as they normally do, after the messenger came with the envelopes ready he inserted the cards in the envelopes, wrote down in the delivery book and dispatched accordingly."

The Court would like to point out that in the dispatch book there was no record of any cards having been entered and dispatched on 9th December.

The Court has no doubt that Mrs. Ongili did not carry out the instructions of Mr. Ogot properly and as the Town Clerk admitted in his evidence that he did not expect Mr. Ogot to do all the work physically himself the Court finds it rather harsh that Mr. Ogot should be blamed for this mishap. In any case after a complete review of the whole incident and the circumstances surrounding it the Court has come to the conclusion that this incident of the X-mas card has been blown to an unreasonable proportion.

Now coming to the meeting of the Finance Staff and General Purposes Committee held on 15th December, 1975 the Court notes that it is recorded as follows as part of the minutes:

"On conclusion of the interview the Town Clerk reported that he had given Mr. Ogot all the opportunities to improve his efficiency and he has been unable to do so. He had warned Mr. Ogot three times for offences ranging from inefficiency to absence without permission and read the letters to the Committee. It was also his opinion that a case of inefficiency had been amply established. He therefore recommended that Mr. Ogot be summarily dismissed."

It is quite obvious that the warning letters were produced to the Committee in the absence of Mr. Ogot and this confirms what he said that he was not present at the meeting when the warning letters were referred to. The Court finds this most unfortunate because the X-mas card incident by itself would not have resulted in Mr. Ogot's dismissal had the Committee not been influenced by these warning letters. Mr. Ogot, however, was never given an opportunity of giving his defence on these warning letters and he did not know that his replies to these warning letters were not on his file. If these warning letters had been referred to when Mr. Ogot was present in the Committee Meeting then he would certainly have told the Committee that he had replied to each and every warning letter in great details explaining his position and in any case in the absence of his replies on the file he would have verbally told them of his replies. In this event the Committee decision would certainly

have been influenced by his explanations. The Respondents certainly erred on this rather very important point in this dispute.

The Town Clerk while giving evidence admitted that he had made a mistake in suspending Mr. Ogot without pay on 10th December, 1975. A Town Clerk who is the chief executive of a Council is the one person who should be fully conversant with the provisions of a collective agreement regulating terms and conditions of employment of the Council employees.

Clause 25 of the Terms and Conditions of Service in sub-clause (c) reads as follows:

"Where an officer admits to the Commission of an act of gross negligence, gross misconduct or insubordination or any act of omission that would justify summary dismissal without notice under the law relating to master and servant he may be summarily dismissed by the Town Clerk without notice."

This clause 25 (e) is relevant only where an officer admits to the Commission of an act of gross misconduct, gross negligence or insubordination. . . . but there is no evidence to show that Mr. Ogot admitted the alleged gross misconduct attributed to him.

The Court is satisfied that Mr. Ogot's dismissal is in contravention of the Terms and Conditions of Service and the Town Clerk in his evidence failed to show under what clause the dismissal of Mr. Ogot had been carried out.

The Court has very carefully considered all the aspects of this dispute as highlighted by the parties during their submissions and which came out through the evidence of their respective witnesses and has come to the conclusion that Mr. Ogot did not deserve termination and accordingly the Court finds that he has suffered a wrongful dismissal.

The Court is always very cautious in ordering the reinstatement of an employee who has been wrongfully dismissed by an employer but in this case the Court finds that in the interest of justice Mr. Ogot should get his former job back which he occupied when he was summarily dismissed.

The Court is empowered to award compensation in case where reinstatement is ordered to the extent of the actual pecuniary loss suffered by the employee as a result of the wrongful dismissal but the Court has decided that in addition to reinstatement Mr. Ogot should get 12 months' salary by way of compensation for the wrongful dismissal that he has suffered and so awards. The Court further awards that he should be reinstated with effect from 1st February, 1979.

Given in Nairobi this 25th day of January, 1979.

SAEED R. COCKAR,  
Judge.

Z. M. ANYIENI,  
Deputy to the Judge.

J. M. MUCHURA,  
Member.

#### GAZETTE NOTICE No. 274

#### THE INDUSTRIAL COURT

CAUSE No. 46 OF 1978

#### Parties:—

Kenya Union of Commercial Food and Allied Workers  
and  
Habib Bank Ltd.

Issue in dispute.—Dismissal of Gideon Mazerah.

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

2. The parties were heard in Nairobi on 28th and 29th November and 13th and 14th December, 1978, and in addition

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

*Claimants.*—G. Mazerah.

*Respondents.*—V. A. Bukhari.

#### AWARD

3. The Notification of Dispute Form "A" dated 2nd June, 1978, duly signed by the parties was received by the Court on 6th October together with the statutory certificates signed by the Minister for Labour and the Labour Commissioner.

G. Mazerah who was one of the oldest employees of the Respondents started working for them on 9th March, 1956, and he was dismissed on 2nd March, 1977, after 21 years' service.

In 1968 he was sent for training to Karachi by the Respondents and in the Respondents' staff magazine for the month of May/June, 1968, his photograph appeared with the following caption:—

"Gideon M. K. Mazerah who recently completed his training at the Central Office has now been promoted as an Officer at Habib Bank (Overseas) Ltd., Mombasa Branch in Kenya. He had joined the Bank at the time of opening the branch there in 1956."

The immediate reason for his dismissal was that he had absented himself on 25th January, 1977, without leave or other lawful cause and he was therefore guilty of an offence under clause 4 (b) (1) of the collective agreement. The Respondents allege that since he had already received two warnings in writing under clause 4 (b) of the collective agreement on 21st August and 25th October, 1976, he now deserved a dismissal and he was accordingly dismissed from their service as from 2nd March, 1977, in accordance with the provisions of the collective agreement.

The Claimants took up the matter on his behalf and the dispute was investigated by the Ministry of Labour and on 1st March, 1978, the Permanent Secretary forwarded the following findings and recommendation to the parties to form the basis of the settlement of the dispute:—

"From the submissions by the parties and the investigations carried out it was established that Mr. Mazerah's work was satisfactory as a result of which he was recommended by the Management to attend an advanced banking course at the Bank's Head Office in Karachi. He was also granted a special increment of Sh. 100 in July, 1975. On the other hand the Management alleged that Mr. Mazerah had a habit of absenting himself from duty without permission of his supervisors. The investigations have proved this allegation to be untrue. Mr. Mazerah had in fact been summoned several times to appear before the Land Adjudication Committee as required under section 10 (1) of the Land Adjudication Act (Cap. 284, Laws of Kenya). Each time he was summoned he used to get permission from a Mr. Khalid (Sub-manager). Despite this the Management normally deducted Mr. Mazerah's salary whenever he was called to appear before the Land Adjudication Committee. In view of this the verbal warnings to Mr. Mazerah would appear to be improper.

It was further found that the Management had grudges against Mr. Mazerah because he represented the employees of the Bank on the Central Staff Committee as a Chairman. On 13th February, 1975, all members of staff sent a petition to the Vice-President in which they complained of employment conditions as well as the system of renewal of work permits by the Bank. Subsequently Mr. Mazerah wrote a letter on 1st November, 1976, to the Vice-President in which he pointed some of the allegations made by the employees in their petition dated 13th February, 1975. From that time the relationship between him and the Management seriously deteriorated.

#### Recommendation

In view of the above findings I find that Mr. Mazerah was wrongfully dismissed and reinstatement would not be advisable. Mr. Mazerah's dismissal should be turned to normal termination of services with full terminal benefits. Taking his long service into consideration I recommend that in addition to terminal benefits he should be paid six months' wrongful dismissal."

The Respondents did not respond to the Permanent Secretary's letter although the Claimants accepted the above recommendations. In fact the Court could not find any letter from the Respondents either accepting or rejecting the Ministry's findings but the parties did sign the Notification of Dispute Form "A" dated 2nd June, 1978, which was received by the Court as stated earlier on 6th October.

During the hearing the parties called witnesses and elaborated their written submissions and the various points made by them will be gone into hereinafter in the award.

The Respondents produced Mr. Mazerah's record during his 21 years' service with them and submitted that it was very poor indeed. This record constituted 43 advances, and five loans which the Respondents alleged were not utilized for the purpose involved. In addition to his local leave he was given 35½ days' leave on 20 occasions and was absent sick for 25 days on eleven occasions without medical certificates. He failed to report for duty for 14½ days on 12 occasions and he left the office without permission on 20 occasions. He received his local leave allowance in advance on five occasions.

As far as the above matters are concerned the Court finds that they are of no serious consequence to this dispute because the advances and the loans were granted and approved by the Respondents. Mr. Mazerah could certainly not have forced them into making these advances and loans and the Court finds that this was a matter of mutual agreement between the Respondents and their employees. In case he did not utilize the loans for the purpose for which he acquired them then it was up to the Respondents to take appropriate action against him at that time. Indeed this is applicable in all cases of leave without permission, etc. The Court is inclined to believe Mr. Mazerah's evidence when he says that on occasions when he was absent his pay was deducted for those days. For the foregoing reasons the Court is not prepared to hold this part of Mr. Mazerah's record against him.

On the other two allegations against Mr. Mazerah made by the Respondents regarding his loan of Sh. 20,000 from Diamond Trust without permission from the Respondents' Manager and Mr. Mazerah's conviction in a criminal court on his plea of guilty to have stolen Sh. 2,414 from a primary school in the Kambe-Ribe Location the Court finds it most surprising that the Respondents did not deem it necessary and proper at the time of these two incidents to have taken appropriate action against Mr. Mazerah. The Court has decided therefore not to also hold these two allegations against him in this dispute as the Court finds that the Respondents had decided to overlook these incidents in favour of Mr. Mazerah.

The Court is convinced that the real reasons which have led to the dismissal of Mr. Mazerah are his representations to the Management to be promoted as an officer in their undertaking after completion of his training at their Central Office in Karachi and on getting negative response from them his two letters to the Vice-President and the Minister for Home Affairs on 6th August, 1971 and on 1st November, 1976. In addition to this Mr. Mazerah was involved in a land dispute with his relatives one of whom is working for the Respondents having secured employment through the help of Mr. Mazerah. It turned out that Mr. Mazerah was involved in a land dispute with this gentleman called S. Kazungu.

The Court has noted with concern the very bitter comments which the Claimants made against the Respondents on their Kenyanization programme and the allegation that the Respondents were out to frustrate the Kenya Government's policies in this regard. The Claimants asked the Court to recommend that the Respondents' present Manager at Mombasa should be sent back to Pakistan because they feel that he is frustrating the Government's Kenyanization policy.

The second letter to the Vice-President and Minister for Home Affairs which he had written on 1st November, 1976, was a direct complaint against the Respondents' Mombasa Manager, V. A. Bukhari. The Permanent Secretary in the Vice-President's Office and Ministry of Home Affairs acknowledged the receipt of this complaint and stated that the Provincial Commissioner had dealt with his case some time back and he suggested that Mr. Mazerah should refer the matter back to his office to enable him to sort out his problem. The Permanent Secretary also requested the Provincial Commissioner to see what assistance he could give so that Mr. Mazerah did not lose his job unfairly. Mr. Bukhari in evidence stated that he had been summoned to the P.C.'s office and had discussed the complaint with an officer and he had not heard anything more about it after he had given his explanation.

The Court finds that this clearly shows why the relationship between Mr. Mazerah and Mr. Bukhari deteriorated seriously from that date. The Court finds it proved that Mr. Bukhari gave instructions that Mr. Mazerah was not to be given any leave without his personal permission.

It is obvious Mr. Mazerah wrote the letter to the Vice-President and Minister for Home Affairs after he had received two warning letters on 21st August and 25th October, 1976, as

he suspected that ground was being prepared to get rid of him and he on his part lodged the complaint to the authorities in order to protect his job.

The first warning was in respect of an absence on 20th August, 1976, without giving any valid reasons. Further it was alleged that on 17th August he came to office in the afternoon and on 19th August he left the office without completing his work. Mr. Mazerah replied to this warning letter stating that Mr. Khalid, the Sub-Manager, had asked him to leave the office without completing the work and that he had delivered a message to the department concerned, i.e. Mr. Khalid that he would come late and accordingly asked for the warning letter to be withdrawn.

The second warning letter dated 25th October, 1976, stated that the Manager after due investigation was satisfied that on 23rd October, 1976, Mr. Mazerah did not attend office despite his leave having been denied the previous day. There seems to be no reply by Mr. Mazerah to this warning letter but instead he wrote a complaint to the Vice-President and Minister for Home Affairs on 1st November, 1976. In this letter amongst other things Mr. Mazerah wrote as follows:—

"Sir, I hereby attach copies of the warning letters he has issued to me without any reasonable cause but because I being one of the senior staff members among Africans he has decided to get rid of me because of report we sent to you in 1974.

On 16.8.76 I asked permission from the Manager which he allowed me to attend the Court because I had a case on 17.8.76 and 18.8.76 I reported my duty and because the case was not over and again I asked him permission that I am again wanted on 20.8.76 which he allowed. When I came on 21.8.76 my surprise he served me the warning letter.

This Manager has refused us permission to go and welcome our Head of State several occasions when Mzee visits Mombasa claiming that it is not a Public Holiday, that if Mzee wants to make these visits Public Holidays, then he should declare them Public Holidays it is when he can allow us to go and welcome him."

The Court would now like to turn to Mr. Mazerah's absence from work on 25th January, 1977. Mr. Mazerah while giving evidence stated that on 22nd January, 1977, he had received summons to attend before a Land Adjudication Committee on 25th January, 1977, at 9 a.m. and to produce before the Committee all the documents plus witnesses regarding the subject matter of the dispute. Mr. Mazerah produced the summons which he had received in Court and on these summons it is stated that if he failed to appear or produce the above documents as directed it would render him liable under section 33 of the Land Adjudication Act to penalty not exceeding Sh. 3,000 or to imprisonment of a term not exceeding six months or to both such fine and imprisonment.

Mr. Mazerah continued in his evidence that he showed the summons to Mr. Bukhari and asked for leave of absence but the Manager told him, "Don't you feel ashamed, make your own arrangements". Mr. Mazerah added that the Manager uttered these words because of the letter which he had written to the Vice-President and Minister for Home Affairs. He stated that he told the Manager about the penalty clause in the summons but he said again, "Make your own arrangement". He continued in his evidence stating that S. Kazungu was given leave for the same case as his father was involved in the dispute. Mr. Mazerah further stated that on 24th January he reported to Mr. Khalid that he was not well. He told him to see the Manager and the Manager allowed him to see the doctor. It was 3 p.m. and the doctor gave him tablets and he came to the Bank and left office at 3.30 p.m.

Mr. Mazerah produced a certificate from a doctor dated 24th January, 1977, certifying that Mr. Mazerah attended the surgery at 3 p.m. for treatment.

Mr. Bukhari in evidence denied that Mr. Mazerah had asked him for leave to go to Court and added that although he knows S. Kazungu who is a messenger in the Bank he could not recall him coming and asking for permission although he stated that if Mr. Kazungu was attending the hearings then he must be doing so after taking leave from the Bank.

In deciding who is telling the truth on this point the background to this whole dispute becomes very relevant. The Court is very surprised that Mr. Mazerah who was an active union member having received summons to attend the Land Adjudication Committee on 25th January had kept quiet when he was refused permission by the Manager. Instead he fell sick in the afternoon of 24th January and went for medical treatment and was absent on 25th and the Court is satisfied that on that day he was attending the Land Adjudication Committee hearing. Mr. Mazerah did say that he did so while he was sick.

The Court would like to refer to a letter which Mr. Mazerah wrote to the Manager on 22nd February, 1977, which read:—

"This is to inform you again that on 24th January, 1977, I was not well and I approached you to seek permission of going home for rest as it was about 3.30 p.m.

As the condition was not good the next day, i.e. 25th January, 1977, I remained at home taking tablets which I was given on the 24th January.

I trust for your goodself by now this will clear the matter."

If Mr. Mazerah had shown the summons to the Manager and permission had been refused he would surely have written that in his reply to the Manager. This is the only logical explanation otherwise the Court cannot believe that a man like Mr. Mazerah after having shown the summons to the Manager would have kept quiet and not taken further action in the matter.

The Court believes that Mr. Mazerah was too frightened and expected permission to be refused and therefore did not ask the Manager for leave to attend the Land Adjudication Committee and did not show him the summons and therefore was forced to get leave by reporting sick when he had a perfectly legitimate reason to attend official business for which he had been summoned and warned that failure to attend would land him either in prison or he would be fined heavily.

The Court, however, firmly believes that Mr. Mazerah was forced to resort to such a behaviour because of the Manager's refusal to give him permission to attend the hearings on previous occasions.

It is not fair at all that another employee of the Bank who was involved in litigation with Mr. Mazerah and was required to attend the Court on the same days was granted permission by the Manager. This clearly shows the Manager's bias against Mr. Mazerah and the reason for that is quite obvious: it is because of Mr. Mazerah's letter to the Vice-President and Minister for Home Affairs against the Manager.

The Court having made the above findings must, however, point out that Mr. Mazerah was forced to these dubious means of obtaining leave of absence because on the previous occasion when he had asked to be absent on 23rd October, 1976, it was refused.

The Court finds that the first warning letter cannot be construed to remain effective after Mr. Mazerah had given an explanation. So at the most he had one warning letter followed by a letter of dismissal. The incident which led to Mr. Mazerah's dismissal because of his absence on 25th January, 1977, is considerably mitigated because he had summons to attend the Land Adjudication Committee meeting. The Court is absolutely satisfied on this point but he did err in not asking for permission for this official business. It is indeed a strange coincidence that he had to fall sick in the afternoon of 24th January and was absent on 25th January when he attended the Land Adjudication Committee meeting.

The Court would like to mention that from the evidence that was produced before it during the hearing it is apparent that Mr. Mazerah was performing his duties satisfactorily although Mr. Bukhari said that he was a poor worker. In this connection the Court would like to point out that once when the Respondents' President had visited Kenya he had directed that Mr. Mazerah be given a special increase of Sh. 100 per month. The Court is not prepared to accept the Respondents' contention that it was just an increase which the visiting President had awarded to five workers and that the Manager had no say in it. It is natural that the Manager would be the person to advise their top man as to the people who deserve increases.

The Court would also like to record that prior to Mr. Mazerah's training in Karachi he had been accorded the status of an Attorney Clerk and was in receipt of a special allowance for this. On his return from Karachi when Mr. Mazerah was not promoted to the officer grade and after he had made repeated representations about his promotion and increase in the special allowance the Respondents took away the power of attorney from him and he also lost the accompanying allowance.

The Court must express its displeasure at the manner in which the General Manager, Mr. Bukhari, had decided to file an anonymous letter regarding Mr. Mazerah, which was lying on the Manager's table, in Mr. Mazerah's confidential file without ascertaining from where the letter had come and who the author was and without verifying its authenticity. This anonymous letter was produced by the Respondents in their

written submissions and the Court has decided to completely overlook the contents of this letter.

In these circumstances and keeping in view the relationship between Mr. Mazerah and the Manager the Court finds that at the most what he deserved was a warning letter and not a dismissal.

The Court has carefully considered the Claimants' request for a recommendation for the Respondents' Mombasa Manager to be sent back to Karachi but the Court is not prepared to do so. The Claimants are at liberty to make appropriate representations to the Kenyanization of Personnel Bureau as that department is charged with this express responsibility. The Court must, however, add that the foreign investors who come to Kenya are expected to accept and implement the Kenya Government's various policies. Mr. Mazerah according to the Respondents' own staff magazine had been promoted as an officer at Habib Bank Overseas Ltd. Mombasa branch in Kenya after completing his training at the central office. The Respondents stated that Mr. Mazerah had not been issued with any letter of appointment confirming this but the Court finds it very hard to believe that the Respondents' staff magazine in Karachi could have published such a news item unless it had official backing. The Court does not accept Mr. Bukhari's explanation that probably Mr. Mazerah went and gave this news item to the editor of the magazine.

After careful consideration of all the submissions the Court finds that Mr. Mazerah has suffered a wrongful dismissal.

The Court was told that under a normal termination the Respondents' employees are entitled to a gratuity provided they have at least 15 years' continuous service with the Respondents and they have not been instantly dismissed from the service of the Bank for gross misconduct and/or serious neglect. In this event an employee shall be paid a gratuity of one month's basic salary for each completed year of service subject to a maximum gratuity of 15 months' basic salary.

The Court has most carefully considered the question of Mr. Mazerah's reinstatement but in view of the fact that his relationship has deteriorated to a point beyond repair the Court feels that it would not be in Mr. Mazerah's interest to be reinstated. The Claimants themselves accepted the Ministry of Labour's recommendation in this dispute which was to the effect that Mr. Mazerah's dismissal should be reduced to normal termination of services with full terminal benefits.

The Court having found that Mr. Mazerah has suffered a wrongful dismissal awards him six months' salary by way of compensation for the wrongful dismissal that he has suffered and the Court further awards that he should be paid all his dues including gratuity.

The Court was told that Mr. Mazerah was earning a sum of Sh. 2,819 per month. He is therefore entitled to a gratuity amounting to Sh. 42,285 which he should be paid. In addition to this he should get a sum of Sh. 16,914 compensation for the wrongful dismissal that he has suffered.

Given in Nairobi this 13th day of January, 1979.

SAEED R. COCKAR,  
*Judge.*

Z. M. ANYIENI,  
*Deputy to the Judge.*

P. E. CHOGO,  
*Member.*

#### GAZETTE NOTICE NO. 275

#### 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 time and places indicated herebelow:—

1. All that piece of land situate in Gaki Sub-location, Guthi Location in Nyeri District, containing one decimal three seven (1.37) hectares or thereabouts known as L.R. No. Guthi/Gaki/79 and is registered in the name of Johanam Maingi Kariuki as absolute proprietor.

The sale of the above property will be held on 5th March, 1979, at 11.00 a.m., at the office of the District Commissioner, Nyeri, by J. K. Gitonga, auctioneer.

2. All that piece of land situate in Ichunga Sub-location, Konyu Location in Nyeri District, containing one decimal nine eight (1.98) hectares or thereabouts known as L.R. No. Konyu/Ichunga/174 and is registered in the name of Gacharira s/o Gathuthi as absolute proprietor.

The sale of the above property will be held on 6th March, 1979, at 11.00 a.m., at the office of the District Commissioner, Karatina, by J. K. Gitonga, auctioneer.

3. All that piece of land situate in East of Limuru Trading Centre, in the Kiambu District containing twenty three decimal eight three (23.83) hectares or thereabouts known as L.R. No. 4859/13 and is vested in Samuel N. Kimuchu for an estate in fee simple

4. Firstly, all that piece of land situate in East of Limuru Township in the Kiambu District of the Republic of Kenya, containing by measurement sixteen decimal two five (16.25) hectares or thereabouts that is to say L.R. No. 4726/8 being the piece of land comprised in the Certificate of Title registered in the Registry of Titles at Nairobi as No. I.R. 2379/1 and is held by Simon Njage.

5. Secondly, all that piece of land situate as aforesaid containing by measurement sixteen decimal five six (16.56) hectares or thereabouts that is to say L.R. No. 4726/15 being the piece of land comprised in Certificate of Title registered as aforesaid as No. I.R. 2379/2 and is held by Simon Njage.

The sale of the above properties will be held on 8th March, 1979 at 11.00 a.m. at the office of the District Commissioner, Kiambu, by Njoka and Kariuki (K) Limited, auctioneers.

6. All that piece of land situate in Ebukhalalire Sub-location, Marach Location in Busia District, containing two decimal six (2.6) hectares or thereabouts known as L.R. No. Marach/Ebukhalalire/836 and is registered in the name of Samuel Wangalibo Barasa as absolute proprietor.

7. All that piece of land situate in Makuselwa Sub-location, Ndivisi Location in Bungoma District, containing twelve decimal two (12.2) acres or thereabouts known as L.R. No. Ndivisi/Makuselwa/5 and is registered in the name of Peter Masinde as absolute proprietor.

8. All that piece of land situate in Bokoli Sub-location, Bokoli Location in Bungoma District, containing two decimal nought two (2.02) hectares or thereabouts known as L.R. No. Bokoli/Bokoli/1013 and is registered in the name of Wanyonyi Nalinya as absolute proprietor.

9. All that piece of land situate in Mukuyuni Sub-location, Bokoli Location in Bungoma District, containing nine decimal nine two (9.92) hectares or thereabouts known as L.R. No. Bokoli/Mukuyuni/329 and is registered in the name of Wamalwa Saita as absolute proprietor.

10. All that piece of land situate in Chemoge Sub-location, Elgon Location in Bungoma District, containing four decimal eight (4.8) hectares or thereabouts known as L.R. No. Elgon/Chemoge/75 and is registered in the name of Naibei Cheretei as absolute proprietor.

11. All that piece of land situate in Ndivisi Sub-location, Ndivisi Location in Bungoma District, containing five decimal nought six (5.06) hectares or thereabouts known as L.R. No. Ndivisi/Ndivisi/431 and is registered in the name of Wanyonyi Nalua as absolute proprietor.

The sale of the above properties will be held on 9th March, 1979, at 11.00 a.m., at the office of the District Officer, Kimilili, by Moses Wabuko, auctioneer.

12. All that piece of land situate South East of Eldoret Municipality, in the Uasin Gishu District of the Republic of Kenya, containing by measurement one thousand—

13. All that piece of land situate in South West of Kitale Municipality, in the Trans Nzoia District of the Republic of Kenya, containing by measurement one hundred and seventy (170) acres or thereabouts that is to say L.R. No. 3803/2 being the piece of land comprised in a Certificate of Title registered in the Registry of Titles at Nairobi as No. I.R. 8724/1 and is held by William Mamalwa.

The sale of the above property will be held on 12th March, 1979, at 11.00 a.m., at the office of the District Commissioner, Kitale, by Jamii Auctioneers.

14. All that piece of land situate in Kapcherop Sub-location, Cherangany Location in Elgeyo Marakwet District, containing six decimal eight (6.8) hectares or thereabouts known as L.R. No. Cherangany/Kapcherop/394 and is registered in the name of Mburu Kamau as absolute proprietor.

15. All that piece of land situate in Kapcherop Sub-location, Cherangany Location in Elgeyo Marakwet District, containing five decimal six (5.6) hectares or thereabouts known as L.R. No. Cherangany/Kapcherop/346 and is registered in the name of Ngugi Kagume as absolute proprietor.

16. All that piece of land situate in Kapcherop Sub-location, Cherangany Location in Elgeyo Marakwet District, containing two decimal eight (2.8) hectares or thereabouts known as L.R. No. Cherangany/Kapcherop/318 and is registered in the name of Kihu s/o Ngundu as absolute proprietor.

17. All that piece of land situate in Kapcherop Sub-location, Cherangany Location in Elgeyo Marakwet District, containing four decimal nought five (4.05) hectares or thereabouts known as L.R. No. Cherangany/Kapcherop/919 and is registered in the name of Mbugua Kamenju as absolute proprietor.

18. All that piece of land situate in Sambirir Sub-location, Sambirir Location in Elgeyo Marakwet District, containing twenty-nine decimal five (29.5) hectares or thereabouts known as L.R. No. Sambirir/Sambirir/134 and is registered in the name of Chemelil A. Yatich as absolute proprietor.

19. All that piece of land situate in Kapcherop Sub-location, Cherangany Location in Elgeyo Marakwet District, containing three decimal four (3.4) hectares or thereabouts known as L.R. No. Cherangany/Kapcherop/913 and is registered in the name of Ndungu Ngandu as absolute proprietor.

20. All that piece of land situate in Lelboinet Sub-location, Mosop Location in Elgeyo Marakwet District, containing thirteen decimal five (13.5) acres or thereabouts known as L.R. No. Mosop/Lelboinet/59 and is registered in the name of Samson Kiptarus Kigen as absolute proprietor.

The sale of the above properties will be held on 13th March, 1979, at 11.00 a.m., at the office of the District Commissioner, Kitale, by Jamii Auctioneers.

21. All that piece of land situate South East of Eldoret Municipality in the Uasin Gishu District, known as L.R. No. 665/3 containing eight hundred and six (806) acres or thereabouts registered in the Government Land Registry at Nairobi in Volume H.24 Folio 310/1 in the name of Lauwrens Philipus Steenkamp.

22. All that piece of land situate South of Eldoret Municipality in the Uasin Gishu District known as L.R. No. 696/1, containing one thousand five hundred and thirty-two (1,532) acres or thereabouts registered in the Government Land Registry at Nairobi in Volume H.17 Folio 38/16 in the name of Louwrens Philipus Steenkamp.

The sale of the above properties will be held on 10th March, 1979, at 11.00 a.m., at the office of the District Commissioner, Eldoret, by Baiywat Ak Teta, auctioneers.

#### Conditions

1. The highest bidder shall be the purchaser.
2. The purchaser shall immediately after the sale pay the auctioneer 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 at Nairobi this 22nd day of January, 1979.

BY ORDER OF THE BOARD OF THE  
AGRICULTURAL FINANCE CORPORATION.

#### GAZETTE NOTICE No. 276

#### 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.

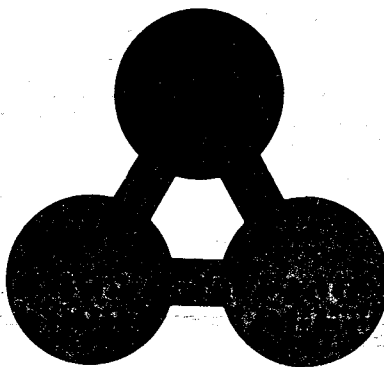
Where it is stated in the advertisement of the applicant that the mark, upon its registration, is to be limited to certain colours, the colours are, as far as possible, indicated in the accompanying representations of the mark in the usual heraldic manner.

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 six applications appearing hereunder are proceeding in the name of BIOTEST-SERUM-INSTITUT GmbH, of Flughafenstrasse 4, D 600 Frankfurt am Main Germany, and c/o Messrs. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 17th May, 1978.

#### IN CLASS 1—SCHEDULE III



24880.—“Chemical products for industrial and scientific purposes, for medicinal science, particularly for diagnostic purposes”. To be associated with TMA. Nos. 24881 and 24882. 16th May, 1978.

#### IN CLASS 3—SCHEDULE III

24887.—Washing and bleaching agents, soaps for medicinal purposes and for cleaning of medicinal and surgical instruments. To be associated with TMA. Nos. 24880 and 24882. 16th May, 1978.



## IN CLASS 5—SCHEDULE III

24882.—Pharmaceutical and veterinary products and chemical products for health care, plaster, bandaging material, disinfectants; nutrient media for cellular tissues. To be associated with TMA. Nos. 24880 and 24881. 16th May, 1978.

## IN CLASS 7—SCHEDULE III

24883.—Machines, apparatuses and instruments for sealing bottles and containers. To be associated with TMA. Nos. 24884 and 24885. 16th May, 1978.

## IN CLASS 9—SCHEDULE III

24884.—Scientific instruments and apparatuses. To be associated with TMA. Nos. 24883 and 24885. 16th May, 1978.

## IN CLASS 10—SCHEDULE III

24885.—Containers made from plastics for storing of organs and organ substitutes, particularly of blood and its components; medicinal, veterinary and surgical instruments; instruments, apparatuses and containers for collecting, applying and separating transfusion and infusion-solutions. To be associated with TMA. Nos. 24883 and 24884. 16th May, 1978.

The seven applications appearing hereunder are proceeding in the name of HIGHLANDS MINERAL WATER COMPANY LTD., of P.O. Box 9, Nyeri Township, and c/o Messrs. J. M. Patel, advocates, P.O. Box 43516, Nairobi. 9th December, 1978.

## ALL IN CLASS 32—SCHEDULE III

**KENTOP**

25434.—Beer ale and porter, mineral and aerated waters and other non-alcoholic drinks, syrups and other preparations for making beverages. To be associated with TMA. No. 24535. 7th December, 1978.

**OLE**

25438.—Beer ale and porter, mineral and aerated waters and other non-alcoholic drinks syrups and other preparations for making beverages. To be associated with TMA. No. 25439. 7th December, 1978.

**PARTY**

B25441.—Beer ale and porter, mineral and aerated waters and other non-alcoholic drinks syrups and other preparations for making beverages. To be associated with TMA. No. 25440. 7th December, 1978.

**CLUB**

25442.—Mineral and aerated waters and other non-alcoholic drinks, syrups and other preparations for making beverages. 7th December, 1978.

## ALL IN CLASS 33—SCHEDULE III

**KENTOP**

25435.—Wine, Spirit and Liqueurs. To be associated with TMA. No. 24534, 7th December, 1978.

**OLE**

25439.—Wine, Spirits and Liqueurs. To be associated with TMA. No. 25438. 7th December, 1978.

**PARTY**

B25440.—Wine, Spirit and Liqueurs. To be associated with TMA. No. 25441. 7th December, 1978.

**REDIMIX**

25437.—Wine, Spirit and Liqueurs. To be associated with TMA. No. 25436. 7th December, 1978.

The two applications appearing hereunder are proceeding in the name of GTE SERVICE CORPORATION, a corporation organized and existing under the laws of the State of New York, of One Stamford Forum, City of Stamford State of Connecticut, 06904, U.S.A., and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 4th October, 1978.

## IN CLASS 9—SCHEDULE III



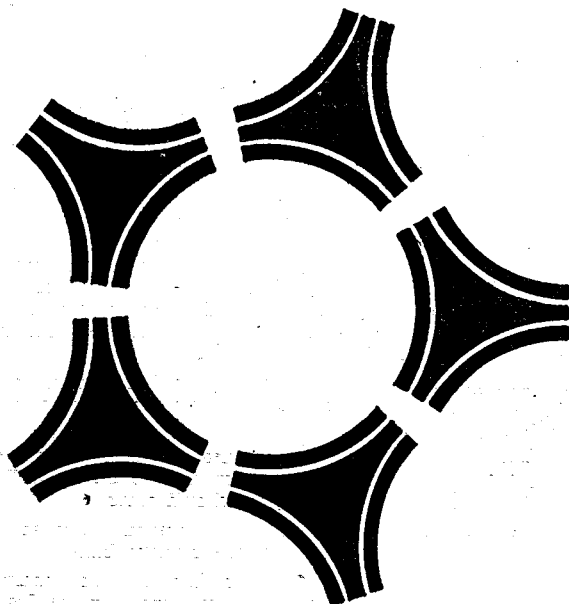
25283.—Scientific, nautical, surveying and electrical apparatus and instruments (including wireless), photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; coin or counter-free apparatus; talking machines; cash registers; calculating machines; fire-extinguishing apparatus. 3rd January, 1978.

## IN CLASS 11—SCHEDULE III

25284.—Installations for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary. 3rd October, 1978.

The two 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. 21st August, 1978.

## IN CLASS 25—SCHEDULE III



25177.—Clothes, comprising trousers, skirts, dresses, jackets, including for sport 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 wraps, beach dresses, morning wrappers, bathing caps, sports gloves, caps, stockings, socks; boots, sport shoes and leisure shoes, sandals, slippers. To be associated with TMA. No. 25178. 18th August, 1978.

## IN CLASS 18—SCHEDULE III

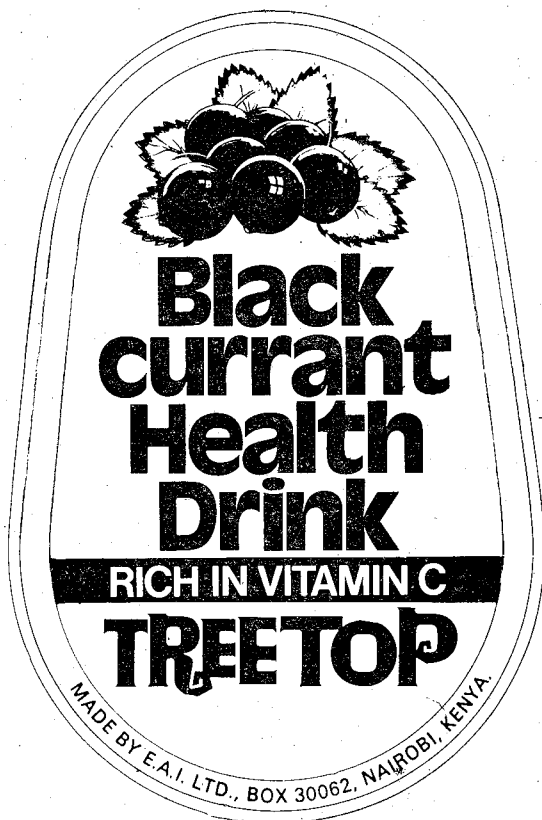
25178.—Leather and imitations of leather; skins; trunks, valises and travelling bags; city bags, beach bags, sports bags, handbags, suitcases, satchels, attache cases, pouches, notecases, purses. To be associated with TMA. No. 25177. 18th August, 1978.

## IN CLASS 5—SCHEDULE III

**LIMOLINE**

25428.—Greases and petroleum jellies. LIMURU CHEMICAL INDUSTRIES LTD., (a limited company registered in Kenya in accordance with the Companies Act), manufacturers of P.O. Box 20208, Nairobi. 1st December, 1978.

## IN CLASS 32—SCHEDULE III



Registration of this Trade Mark shall give no right to the exclusive use of the words Black Current Health Drink, Rich in vitamin C and the device of a bunch of fruits.

25251.—Non-alcoholic health drinks. To be associated with TMA. No. 23584. UNILEVER LIMITED. Port Sunlight Wirral, Cheshire, England, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 28th September, 1978.

The two applications appearing hereunder are proceeding in the name of RAI PLYWOODS (KENYA) LIMITED, of P.O. Box 241, Eldoret, Kenya, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi, 10th May, 1978.

## BOTH IN CLASS 20—SCHEDULE III

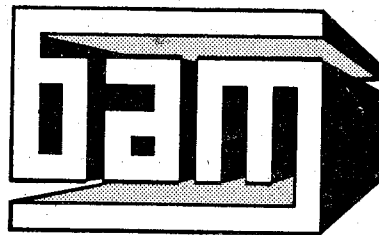
**RAIPLY**

24833.—Furniture. To be associated with TMA. Nos. 24834, 24119 and 24120. 9th June, 1978.



24834. Furniture. To be associated with TMA. Nos. 24832, 24119 and 24120. 9th May, 1978.

## IN CLASS 7—SCHEDULE III



25172.—Motors of the type used in industrial machines, specially electric motors; and machines used in industry. ELECTROMOTORES WEG S/A, Brazilian corporation of Rua Venancio da Silva Porto, 399, 89250 Jaragua do Sul Sc-Brazil, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 16th August, 1978.

The five applications appearing hereunder are proceeding in the name of Co-Ro Food A/S a Danish Joint Stock company, manufacturers and merchant of Ellekaer 1, DK-3600 Frederiksund, Denmark, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 27th November, 1978.

## IN CLASS 32—SCHEDULE III

**SUNTOP**

25404.—Non-alcoholic beverages, juices and preparations for making non-alcoholic beverages. 24th November, 1978.

## IN CLASS 30—SCHEDULE III

**SUN LOLLY**

25405.—Confectionery and water-ice. 24th November, 1978.

## ALL IN CLASS 32—SCHEDULE III

**SUN LOLLY**

25406.—Non-alcoholic beverages, juices and preparations for making non-alcoholic beverages. 24th November, 1978.

**SUNSPOT**

25407.—Non-alcoholic beverages, juices and preparations for making non-alcoholic beverages. 24th November 1978.

**JEP**

25409.—Non-alcoholic beverages, juices and preparations for making non-alcoholic beverages. 24th October, 1978.



The two applications appearing hereunder are proceeding in the name of SVENSKA TOBAKSAB, a joint-stock company organized and existing under the laws of Sweden, of Box 17007, S-104 62 Stockholm, Sweden, 4th December, 1978.

BOTH IN CLASS 34—SCHEDULE III

### THREE ANCHORS

25429.—Tobacco, raw or manufactured. 1st December, 1978.

### MINDEN

25430.—Tobacco, raw or manufactured. 1st December, 1978.

The four applications appearing hereunder are proceeding in the name of CIBA-GEIGY LIMITED, of Basle, Switzerland, and c/o Messrs. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 9th December, 1978.

ALL IN CLASS 5—SCHEDULE III

### FONGARID

25448.—Preparations for killing weeds and destroying vermin, fungicides. 7th December, 1978.

### PRIMEXTRA

25449.—Preparations for killing weeds and destroying vermin. 7th December, 1978.

### TENDEX

25450.—Preparations for killing weeds and destroying vermin. 7th December, 1978.

### TIFATOL

25451.—Preparations for destroying vermin, veterinary products. 7th December, 1978.

IN CLASS 12—SCHEDULE III

### AKILI

25446.—Vehicles for locomotion by land, air, or water, namely automobiles, automobile trucks, motor buses, vehicles for railways, motor cycles, bicycles, aeroplanes, helicopters, motor boats, rowing-boats, sailing boats, ships and parts and fillings for all the afore-mentioned goods. 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. 7th December, 1978.

IN CLASS 33—SCHEDULE III

### BANDA AZUL

25411.—Wines, spirits and liqueurs. FEDERICO PATERNINA, S.A., a company organized and existing under the laws of Spain. Haro (Logrono), Spain, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 24th November, 1978.

IN CLASS 32—SCHEDULE III

### ELAN

25419.—Beer, ale and porter; mineral and aerated waters and other non-alcoholic drinks; syrups and other preparations for

making beverages. BRAUEREI FELDSCLOSSCHEN, a joint stock company under Swiss law, manufacturers and merchants of 4310 Rheinfelden, Switzerland, and c/o Messrs. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 28th November, 1978.

IN CLASS 5—SCHEDULE III

### PAMPASS

25422.—Insecticides, larvicides, fungicides, herbicides and pesticides; molluscicides and nematocides; soil fumigants; veterinary products and substances, anthelmintics, animal washes and dips. SHELL INTERNATIONAL PETROLEUM COMPANY LIMITED, a British company incorporated under the laws of England, of Shell Centre, London S.E. 1 England, and c/o Messrs. Atkinson Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa. 25th November, 1978.

IN CLASS 32—SCHEDULE III

### AMSTELITE

25402.—Beer and other malt drinks. AMSTEL BROUWERIJ B.V., a private limited company under the laws of the Kingdom of the Netherlands, brewers and merchants of 2e Weteringplantsoen 21, Amsterdam. The Netherlands, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 23rd November, 1978.

M. L. HANDA,  
Deputy Registrar of Trade Marks.

GAZETTE NOTICE No. 277

#### 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 August, 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, England.

*Registered User.*—Johnson & Johnson (Kenya) Ltd.) of Shimo la Tewa Road, 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 appoint majority directors.
2. User is not sole Register User.
3. There is no limit of period.

##### Trade Mark No.:—

22634—SOFWICK in class 5 (Schedule III) in respect of all the goods included in the same class (Advertised under Gazette Notice No. 212 on page 84 dated 28th January, 1977).

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.

M. L. HANDA,  
Deputy Registrar of Trade Marks.

GAZETTE NOTICE No. 278

#### 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. P2913 of 1979 in the Kenya Register of Patents on the 10th day of January, 1979.

## SCHEDULE

No. of application.—P2913.

Date of application.—10th January, 1979.

Name of applicant.—Redon Trust, Vaduz Principedom of Liechtenstein.

Particulars of grant in the United Kingdom:—

No.—1,518,783.

Date.—8th November, 1978.

Date of filing complete specification.—12th April, 1977.

Complete specification published.—26th July, 1978.

Nature of invention.—Non-Magnetic Anti-Personnel War Mine.

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. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi.

Nairobi,  
26th January, 1979.

M. L. HANDA,  
Deputy Registrar of Patents.

## GAZETTE NOTICE No. 279

## 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. P2915 of 1979 in the Kenya Register of Patents on the 10th day of January, 1979.

## SCHEDULE

No. of application.—P2915.

Date of application.—10th January, 1979.

Name of applicant.—Bristol-Myers Company, a corporation organized and existing under the laws of the State of Delaware, United States of America of 345 Park Avenue, New York, N.Y. 10022, United States of America.

Particulars of grant in the United Kingdom:—

No.—1,409,992.

Date.—11th February, 1976.

Date of filing complete specification.—7th February, 1974.

Complete specification published.—15th October, 1975.

Nature of invention.—Process for preparing Cephalixin and intermediates therefor.

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 January, 1979.

M. L. HANDA,  
Deputy Registrar of Patents.

## GAZETTE NOTICE No. 280

## THE TRADITIONAL LIQUOR ACT, 1971

(No. 26)

## TANA RIVER TRADITIONAL LIQUOR LICENSING BOARD

## Special Meeting

DULY authorized by the Provincial Commissioner, Coast, notice is hereby given that a special meeting of the Tana River Traditional Liquor Licensing Board shall be held in the office of the District Commissioner, Hola on 16th February, 1979 at 10 a.m.

Application to be considered can be seen on the Notice Boards at the District Commissioner's office, Hola and at the District Officer's office at Madogo.

Hola,  
22nd January, 1979.

R. R. OJEE,  
Chairman,  
Tana River Traditional  
Liquor Licensing Board.

## GAZETTE NOTICE No. 281

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. 24 OF 1978

By Kenya Commercial Bank Limited formerly known as National and Grindlays Bank Limited of P.O. Box 30664, Nairobi in Kenya the executor named in the deceased's will, through Messrs. Hamilton Harrison & Mathews, advocates of Nairobi in Kenya aforesaid for a grant of probate of the will of the late Paul Lennox of Nairobi who died at Ngong in Nairobi aforesaid on the 24th day of May, 1978.

## (2) CAUSE No. 25 OF 1978

By Mohamed Laman of P.O. Box 40439, Nairobi in Kenya, one of the deceased's sons, through Messrs. Vohra & Vohra, advocates of Nairobi, for a grant of letters of administration intestate to the estate of the late Gulam Rubani Awan of Nairobi in Kenya aforesaid who died there on the 30th day of October, 1973.

## (3) CAUSE No. 27 OF 1978

By Ester Nyagachu of P.O. Box 141, Murang'a in Kenya widow of the deceased through G. B. M. Kariuki, advocate of Nairobi, for a grant of letters of administration intestate to the estate of the late Gacheru Gichuhi of Murang'a aforesaid who died at Nairobi on the 22nd day of September, 1973.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 14th day of February, 1979.

Nairobi,  
22nd 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. 282

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. 36 OF 1979

By (1) Brian Mitchell and (2) Alan Pickering, the duly constituted attorneys of Barclays Bank of Kenya Limited on behalf of Barclays National Bank Limited of South Africa, the executor named in the deceased's will, through Messrs. Shapley, Barret & Co., advocates of Nairobi for a grant of letters of administration with an authenticated copy of the will annexed of the late Ella Wilhelmine (Wilhelmina) Marie Guthrie of Pinetown in the Republic of South Africa who died there on the 20th day of March, 1978.

## (2) CAUSE No. 37 OF 1979

By Barclays Bank of Kenya Limited (referred to in the will as Barclays Bank International Limited) of P.O. Box 30011, Nairobi, the executor named in the deceased's will through Messrs. Shapley, Barret & Co., advocates of Nairobi for a grant of probate of the will of the late Dorothy Ward of Nairobi who died there on the 23rd day of October, 1978.

## (3) CAUSE No. 38 OF 1979

By Charles Muriithi of P.O. Box 30423, Nairobi in Kenya, the duly constituted attorney of Richard William Rowe and Frances Margaret Rowe, the executors named in the deceased's will through Messrs. Robson, Harris & Co., advocates of Nairobi

in Kenya aforesaid, for a grant of letters of administration with the will annexed of the late Francis William Rowe of Nairobi who died at Falmouth in the County of Cornwall in England on the 25th day of April, 1978.

## (4) CAUSE NO. 45 OF 1979

By Neville Patrick Gibson Warren of P.O. Box 40034, Nairobi in Kenya, one of the duly constituted attorneys of Barclays National Bank Limited of Cape Town in South Africa, through Messrs. Daly & Figgis, advocates of Nairobi in Kenya aforesaid for a grant of letters of administration with a certified copy of the will and two codicils annexed, of the will and two codicils of the late Cyril Redfearn of Cape Town in South Africa aforesaid who died thereon the 24th day of April, 1977.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 17th day of February, 1979.

Nairobi, M. F. PATEL,  
Senior Deputy Registrar,  
High Court of Kenya, Nairobi.  
29th January, 1979.

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

## GAZETTE NOTICE NO. 283

## 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
56/79	Gulabchand Lakhamshi Shah.	Nairobi	14-1-79	Intestate
336/78	Lawrence Wachira Gachengo.	Thicingi location Nyeri	13-5-78	Intestate
89/76	Eliud Kairu Muthee	Karapon Kajjao District	10-1-76	Intestate
418/74	John Awuor Onyango	P.O. Box 777, Kisumu	19-9-72	Intestate
597/78	Ali Omari Abdalla..	P.O. Box 83864, Mombasa	27-11-78	Intestate
566/78	Ndichu Kangethe ..	P.O. Box 384, Eldoret	27-8-78	Intestate
592/78	Terry Nduati ..	Outer Ring Road, Nairobi	2-11-78	Intestate
253/78	Francis Kiputit Kiok Leshao.	Ololulungu, Narok District	19-4-77	Intestate

Nairobi, M. L. HANDA,  
Deputy Public Trustee.  
26th January, 1979.

## GAZETTE NOTICE NO. 284

IN THE HIGH COURT OF KENYA AT MOMBASA  
DISTRICT REGISTRY

## PROBATE AND ADMINISTRATION

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

## CAUSE NO. 132 OF 1978

By Basil George Mitton and John Francis Bowyer both of Mombasa in the Republic of Kenya and executors named in the will of the deceased through Messrs. Bryson Inamdar & Bowyer, advocates of Mombasa, for a grant of probate of the will

and a codicil thereto of Forrest Loudon Megson who died at Mombasa on the 3rd day of February, 1977.

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

Mombasa, DEREK SCHOFIELD,  
Deputy Registrar,  
High Court of Kenya, Mombasa.  
16th January, 1979.

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

## GAZETTE NOTICE NO. 285

## JUSTIN YATICH RUTO, 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 Justin Yatich Ruto of P.O. Box 19, Eldama Ravine who died at Eldama Ravine on the 14th January, 1978 is hereby required to send particulars of his or her claim or interest to the undersigned before the 31st March, 1979 after which date the intended administratrix will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which she shall have had notice and will not as respects the property so distributed be liable to any person of whose claim she shall not then have had notice.

Dated this 19th day of January, 1979.

JONES AND JONES,  
Advocate for the intended  
Administratrix,  
P.O. Box 73, Nakuru.

## GAZETTE NOTICE NO. 286

## 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;
- the societies listed in the Second Schedule hereto have been refused registration; and
- the registration of societies listed in the Third Schedule hereto have been cancelled,

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

## FIRST SCHEDULE

Name of Society	Date of Registration
Institute of Islamic Culture .. .. .	19-1-79
Matatu Vehicle Owners Association, Mombasa Branch .. .. .	19-1-79
Furniture Football Club .. .. .	22-1-79
Agaciku A Mbari ya Munyinya (Clan) Society .. .. .	22-1-79
Pole Society .. .. .	22-1-79
Jokabui Progressive Association Nakuru .. .. .	22-1-79
Mutindwa Football Club .. .. .	22-1-79
Mbiuni Mathina Welfare Society .. .. .	23-1-79
Sidindi Development and Welfare Society, Sidindi Branch .. .. .	24-1-79
Deaf Union Football Club .. .. .	25-1-79
Kinyoho Welfare Association .. .. .	25-1-79
Aggrey Memorial Fund Eastern Africa .. .. .	25-1-79
Elukongo United Society Mombasa .. .. .	25-1-79
Bukhayo Association Webuye Branch .. .. .	25-1-79

## SECOND SCHEDULE

Name of Society	Date of Refusal
Matatu (1960) Age Group .. .. .	19-1-79
Kihehe Self-Help Group .. .. .	19-1-79
Mbaa Kyongo Association .. .. .	19-1-79
Bahala Welfare Development Association .. .. .	25-1-79
Wikwayo Welfare Association .. .. .	25-1-79
Arm Church .. .. .	25-1-79

## THIRD SCHEDULE

<i>Name of Society</i>	<i>Date of Cancellation</i>
Guild of Kenya Artistes .. .. .	25-1-79
Keronge Old Students Association .. ..	25-1-79
Kithongoni Funeral Association .. .. .	25-1-79
National Trainers Association .. .. .	25-1-79
North Sakwa (Socio) Progressive Society .. ..	25-1-79
Mombasa Luo Moslem Association .. .. .	25-1-79

Dated at Nairobi this 26th day of January, 1979.

J. ALLAN,  
*Assistant Registrar of Societies.*

## GAZETTE NOTICE No. 287

## 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.*—Kenya Assemblies of God.

*Names of Ministers:*—

Rev. John Onyango.  
Rev. Haron Lihanda.  
Rev. Gerald Spain.  
Rev. Ed Weyrick.  
Rev. Charles Ness.  
Rev. Joshua Songa.  
Rev. Stanley Gichani.  
Rev. Glenn Ford.  
Rev. Ron Hanson.

*Denomination.*—The Presbyterian Church of E.A. Kenya.

*Names of Ministers:*—

Rev. Bedan Mumira Kamau.  
Rev. Daniel Gitau Kihara.

*Denomination.*—The Salvation Army, Kenya.

*Name of Minister.*—Major David Mburu.

Dated at Nairobi this 26th day of January, 1979.

M. L. HANDA,  
*Deputy Registrar General.*

## GAZETTE NOTICE No. 288

## THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490)

## CLOSURE OF LIQUIDATION

Re: *Eastern Consumers Co-operative Society Limited.*  
(In Liquidation)

WHEREAS the registration of the above-named society was cancelled by an Order made on the 6th day of January, 1976 and which Order became effective on the 5th day of March, 1976 and whereas the said society has no assets nor is there evidence of any creditors.

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

Given under my hand at Nairobi this 18th day of January, 1979.

L. N. MUCEMI,  
*Commissioner for Co-operative Development.*

## GAZETTE NOTICE No. 289

## THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 65 and 69)

## ORDER

WHEREAS pursuant to section 61 (1) of the above Act, I ordered an Inquiry into the by-laws, working and financial condition of the Ongata Barikoi Farmers Co-operative Society Limited.

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

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

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

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

Dated at Nairobi this 14th day of November, 1978.

L. N. MUCEMI,  
*Commissioner for Co-operative Development.*

## GAZETTE NOTICE No. 290

## THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 65 and 69)

## ORDER

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

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

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

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

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

Dated at Nairobi this 17th day of January, 1979.

L. N. MUCEMI,  
*Commissioner for Co-operative Development.*

## GAZETTE NOTICE No. 291

## AFRICA INSURANCE COMPANY LIMITED

MOMBASA

(Incorporated in Kenya)

## LOSS OF POLICY

Policy No. 45721 for Sh. 10,000 on the life of John Mwangi Samuel Kiminda, C.C.M. Gituri Primary School, P.O. Box 217, Embu, Kenya.

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

S. S. SALEH,  
for Manager,  
Mombasa,  
23rd January, 1979.  
P.O. Box 90383, Mombasa.

## GAZETTE NOTICE No. 292

PAN AFRICA INSURANCE COMPANY LIMITED  
MOMBASA

(Incorporated in Kenya)

## LOSS OF POLICY

Policy No. 22906 for Sh. 5,000 on the life of Charo Menza,  
P.O. Box 5330, Mombasa, Kenya.

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

Mombasa,  
12th January, 1979.

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

## GAZETTE NOTICE No. 293

THE JUBILEE INSURANCE COMPANY LIMITED  
(Incorporated in Kenya)

Head Office P.O. Box 30376, Nairobi

## LOSS OF POLICY

Policy No. 33128 in the name of Lawi Muga s/o Mr. Owuo.

APPLICATION has been made to this company for the issue of duplicate of the above-numbered policy, the originals having been reported as lost or misplaced. Notice is hereby given that unless objection is lodged to the contrary at the office of the company within 30 days from the date of this notice, duplicate policy will be issued, which will be the sole evidence of the contract.

K. S. DAWOOD,  
General Manager.

## GAZETTE NOTICE No. 294

THE JUBILEE INSURANCE COMPANY LIMITED  
(Incorporated in Kenya)

Head Office P.O. Box 30376, Nairobi

## LOSS OF POLICY

Policy No. 44773 in the name of James Muriuki s/o Simeon Kahuthu, Deceased.

APPLICATION has been made to this company for the issue of duplicate of the above-numbered policy, the originals having been reported as lost or misplaced. Notice is hereby given that unless objection is lodged to the contrary at the office of the company within 30 days from the date of this notice, duplicate policy will be issued, which will be the sole evidence of the contract.

K. S. DAWOOD,  
General Manager.

## GAZETTE NOTICE No. 295

THE JUBILEE INSURANCE COMPANY LIMITED  
(Incorporated in Kenya)

Head Office P.O. Box 30376, Nairobi

## LOSS OF POLICY

Policy No. 80002 in the name of Capt. Daniel Nzioka Muneene.

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

K. S. DAWOOD,  
General Manager.

## GAZETTE NOTICE No. 296

THE NAIROBI CITY COUNCIL  
THE WATER ACT

(Cap. 372)

## NOTICE

NOTICE is hereby given under section 126 (a) of the Water Act that the City Council of Nairobi, P.O. Box 30075, Nairobi intends to apply to the Minister for Water Development within a period of not more than 90, nor less than 60 days from the date of publication of this notice for variation of the limits of supply of the under-mentioned private water supply:—

*Nairobi City Water Undertaking*

The areas for which application is being made comprise the following Private Water Undertakings:—

1. Kibagare Estate.
2. Kirawa Estate.
3. Kitisuru Estate.
4. Gigiri Estate.
5. Rosslyn Estate.
6. Rosslyn Lone Tree.
7. Barton Estate.
8. Ruaraka Mango Farm.
9. New Muthaiga Estate.

Plans showing the areas to be incorporated within the limits of supply of the Nairobi City Water Undertaking may be seen at the office of the Director of Water Development, Workshops Road, Nairobi, or at the office of the General Manager, Water and Sewerage Department, City Hall, Nairobi.

Representations on the application may be made by letter addressed to the Minister for Water Development, P.O. Box 30521, Nairobi and also to the Town Clerk, Nairobi City Council, P.O. Box 30075, Nairobi on or before the expiration of 90 days from the date of publication of this notice.

Dated this 29th day of December, 1978.

S. J. GETONGA,  
Town Clerk,  
Nairobi.

## GAZETTE NOTICE No. 297

## THE LOCAL GOVERNMENT ACT

(Cap. 265)

## THE MUNICIPAL COUNCIL OF NYERI

## NOTICE OF APPROVAL OF BY-LAWS

IN PURSUANCE of the powers conferred by section 205 (1) of the Local Government Act, notice is hereby given that the Municipal Council of Nyeri (Country Omnibus Station) By-laws, 1978 made on the 4th day of November, 1978 were approved by the Minister for Local Government on the 11th day of January, 1979.

Dated the 25th day of January, 1979.

C. M. KARURI,  
Acting Town Clerk.

## GAZETTE NOTICE No. 298

## THE LOCAL GOVERNMENT ACT

(Cap. 265)

## THE COUNTY COUNCIL OF BUSIA

## NOTICE OF APPROVAL OF BY-LAWS

IN PURSUANCE of the powers conferred by section 205 (1) on the Local Government Act, it is hereby notified that the County Council of Busia (Cattle Cleansing) By-laws, 1978 made on the 28th day of March 1978 were approved by the Minister for Local Government on the 19th day of September, 1978.

Dated this 28th day of December, 1978.

P. OKWARO,  
Clerk to the Council,  
Busia County Council.

## GAZETTE NOTICE No. 299

## CUSTOMS AND EXCISE DEPARTMENT

NOTICE is hereby given that the undermentioned goods will be sold by Public Auction, in the Customs Warehouse, Kilindini, on the 17th and 19th February, 1979, if not cleared before then:—

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

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

W.E.K. No. and Date	Ship's Name	Date	Marks and Numbers	Description of Goods
108/25-4-77 49-13	U. Vivaldi .. ..	17-2-77	Fertene C. F. 5 2193 Montedison Nairobi via Mombasa.	56 p/bags plastic pellets.
301/26-9-77 50-54	Tanga .. ..	5-7-77	Sicron 540 V or Nil CP 87/6/9147 Sea A/Shell Amber	14 p/bags chemicals. 12 drums grease.
90/26-6-78 50-40	Merlion .. ..	9-4-78	Petrolatum Seaps 748 Mombasa. N-Ren International for Ken Ren Ltd. via Mombasa Kenya P.O. No. 512- 1604/CR 01-1000 Item ME, 010050 A/B Pkg. No. 2000.	1 case machinery.
			NIL	1 bundle wire mesh.
			T. J. Cottington 0405 Mombasa 802869	1 case spare parts for Michigan Tractor shovel.
			C.F.R. 377 K Williams Towel 2286213 Mombasa.	1 case axes.
			NIL	2 bags washers; 4 cartons motor oil; 1 carton infant's foodstuff.
83/26-6-78 47-91	Straat Jahore .. ..	28-4-78	H. Ramji Mombasa .. ..	4 w/cases asphalt roofing.
			Express Auto 1428 77 Thika, Mombasa	1 carton auto spares.
266/21-8-78 50-34	Clan Malcolm .. ..	19-6-78	C & G Nairobi via Mombasa .. ..	1 case garage tools.
302/31-10-77 50-61	Z. III Waza .. ..	16-8-77	NIL .. ..	8 drums chemicals.
384/23-12-77 49-156	Kota Petani .. ..	19-10-77	NIL .. ..	59 bundles pick axes.
303/21-8-78 50-61	Merlion .. ..	22-6-78	S. Pandoz Thika via Mombasa 32211W	6 cartons Thuricide H.P.
			NIL	6 cartons unworked electric bulbs.
271/25-10-76 38-21	State of Orisa .. ..	19-8-76	Kathard or NIL .. ..	1 case tap valves.
289/29-11-76 46-175	Inventor .. ..	6-9-76	NIL .. ..	1 case sanitary ware fittings.
476/30-1-78 50-63	S/o Travacope Cockin .. ..	19-11-77	OMX 19310 1057770 or Nil .. ..	1 piece machinery parts.
			NIL .. ..	2 case leaf binders; 1 case trays; 1 bag chemicals.
			Mombasa or Nil .. ..	1 case electrical fittings; 1 case bolts and nuts; 1 carton files.
441/21-2-77 49-5	Clan Macnair .. ..	29-12-76	NIL .. ..	11 cartons foodstuff; 1 carton glucose; 2 cartons tinned cheese; 1 carton cocktail cherries in bottles; 6 cartons rubber washers; 1 carton creamed rice.

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

Q. No. and Date	Owner	Ship's Name and Date	Description of Goods
Q.56PT/13-12-78	Unclaimed .. ..	Harry Pollit 2-8-78 .. ..	1 bag; 6 rolls of piece goods.
Q.56PT/13-12-78	Unclaimed .. ..	Various .. ..	7 bags second-hand clothing.
Q.57/19-12-78	Nil .. ..	Various .. ..	35 bags second-hand clothing.
	Nil .. ..	Nil .. ..	21 bags weaving thread; 4 bundles wire; 7 cartons medicines; 1 tin rubber auto parts
			1 roll cushion; 1 piece school bag; 1 lot plastic pipe fittings; 1 lot empty bottles; 1 lot rubber belts; 5 pallets paper.
Q.58/21-12-78	Unclaimed .. ..	Port Police Exhibits—	
		Exb. 102/78 .. ..	6 pieces pipe fittings.
		Exb. 126/78 .. ..	16 steadler Bic pens.
		Exb. 96/78 .. ..	2 pieces second-hand clothing.
		Exb. 84/78 .. ..	2 pieces odd shoes.
		Exb. 112/78 .. ..	3 rolls dress materials.

## UNCLAIMED POST PARCELS LYING IN CUSTOMS WAREHOUSE FOR OVER TWO MONTHS

RLO No.	Parcel No.	Addressee	Description of Goods
F136/78	A 945 Ojisawa 93 .. ..	Mr. Aaron Ouko, Box 21, Kisii .. ..	1 hand bag.
F137/78	A 357 Bristol 055009 .. ..	Miss Bethy Gesa, Box 7449, Nakuru .. ..	1 parcel books and 1 piece coat.
F138/78	T718132 .. ..	Amina Issa, Box 72312, Nairobi .. ..	1 piece cloth material.
F139/78	Rathenoul 462 .. ..	Joshy Omolo, P.O. Box 1036, Kisumu .. ..	1 parcel household effects.
F140/78	A 3163 Rethenow 506 .. ..	Ramogi Omolo, Box 1036, Kisumu .. ..	6 pieces knives; 1 electrical equipment.
L2391/77	A 702423 .. ..	M. W. Ngege 950 Broadway, Belmont .. ..	1 parcel second-hand clothing.
L2437/77	Holland 3219 .. ..	Metchaw E. Africa, Box 40024, Nairobi .. ..	1 parcel printed matter.
L2389/77	A 703166 .. ..	Margaret Njenga, Box 211, Limuru .. ..	1 parcel second-hand towels.
L2414/77	A 1810 .. ..	Methodist Hospital Ngao .. ..	1 parcel medicine.

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

RLO No.	Parcel No.	Addressee	Description of Goods
L2415/77	A 1811-2 .. .. .	Malindi .. .. .	1 parcel medicine.
L2416/77	Livcerpool A 1812 .. .. .	Malindi .. .. .	1 parcel medicines.
L2417/77	A 18040 .. .. .	Malindi .. .. .	1 parcel medicines.
L2421/77	Shanghai 683 .. .. .	M/s. H. P. Tajbahu, Box 81329, Mombasa .. .. .	1 parcel spare parts.
L370/74	Karachi 112 A 3729 .. .. .	M/s. Dodhias, Box 82972, Mombasa .. .. .	1 parcel thread.
L514/74	Port Sudan 522 AM 4879 .. .. .	Commercial E.A. Ltd. Box 80821, Mombasa .. .. .	1 parcel cotton samples.
L428/78	USA N/N .. .. .	Becky Roberts Mbale H. School, P.O. Box 198, Maragoli .. .. .	1 parcel chains.
L20/77	USA N/N .. .. .	Francis Ndungu, P.O. 49109, Nairobi .. .. .	1 parcel second-hand clothing.

## GAZETTE NOTICE NO. 300

## MINISTRY OF WORKS

## TENDER NOTICES

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

*Tender No. 6/79—Bicycles.*

*Tender No. 13/79—Cutlery.*

Basin enamelled White, Cup tea plastic White 8½ oz. fluid, Jug enamelled iron 10 pints water, Plate Plastic Dinner White and Saucer Plastic White.

*Tender No. 9/79—Hydraulics.*

Bib and Stop Corks, Ball Valves, Fullway Valves, Bushes reducing G.1, Elbows G.1, Flanges Drilled G.1, Nipples barrel G.1, Plugs G.1, Sockets G.1, Tees equal G.1, Bends G.1, Sockets Reducing G.1, Union Sockets G.1 and Gratings G.1.

*Tender No. 11/79—Sanitary Ware.*

Cisterns.

*Tender No. 12/79—Water Tanks.*

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

Tender documents giving the necessary details should be collected from the undersigned or sent on written request upon payment of an unrefundable nominal charge.

Tenders must be enclosed in plain sealed envelopes marked "Tender No. ...." and addressed to reach the undersigned at P.O. Box 30346, Nairobi or be placed into the tender box at the entrance to our office block not later than 23rd February, 1979 at 10 a.m.

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

Any participating tenderer will be welcome to witness the opening process (if he or she so wishes) although it would not be possible to announce the quoted prices.

D. C. KUNGU,  
Officer-in-Charge,  
Supplies Branch.

## GAZETTE NOTICE NO. 301

## MINISTRY OF WATER DEVELOPMENT

## TENDER NOTICE

*Tender No. 67/78-79—Water Pump and Engine.*

*Tender No. 68/78-79—Diesel Engine (air cooled).*

*Tender No. 69/78-79—Plan Printing Machine.*

*Tender No. 70/78-79—Carpentry Tools.*

*Tender No. 71/78-79—Camping Equipment.*

TENDERS are invited for supply of above-mentioned items to the Ministry of Water Development.

Prices quoted must be in Kenya Shillings, duty paid and including sales tax and must be for delivery to the office of the Director, Ministry of Water Development Stores, Nairobi.

The prices must be firm for 90 days after the closing date of these tenders.

The tender documents giving full details of conditions, specifications and instructions may be obtained from Purchasing Section Room No. 4, in the office of the Director, Workshop Road, Nairobi.

Tenders must be enclosed in plain sealed envelopes and marked clearly "Supply Tender (as above)" and addressed to reach the Director, Water Development, P.O. Box 30521,

Nairobi, on or before 21st February, 1979 at 10 a.m. or may be placed into the tender box No. 1 provided at the main entrance to our main office, Workshop Road.

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

Tenderers or their representatives may attend the opening of the tenders.

C. J. OJIAMBO,  
for Permanent Secretary/Director,  
Ministry of Water Development.

## GAZETTE NOTICE NO. 302

OFFICE OF THE PRESIDENT  
NAROK DISTRICT

## SALE OF MOTOR VEHICLES BY TENDER NO. 1/79

TENDERS are invited for the purchase of the following motor vehicles:—

Reg. No.	Type	Viewing Point
G.K. 5636	5 ton Bedford Lorry	District Officer's Office, Kilgoris.
G.K. 961A	Land-Rover SWB	MOW Workshop, Narok.

The vehicles can be viewed at the indicated places during normal working hours.

The tenderers are requested to submit their quotations in plain sealed envelopes marked "Tender No. 1/79 Sale of G.K. Vehicles" and should be placed in the District Commissioner's tender box, Narok or posted to the District Commissioner, P.O. Box 4, Narok so as to reach him on or before Friday, 16th February, 1979.

The names of the tenderer's should not appear on the envelope. The Government is not bound to accept the lowest or highest bidder.

I. H. MOHAMED,  
for District Commissioner,  
Narok District.

## GAZETTE NOTICE NO. 303

## KENYA NATIONAL ARCHIVES

## TENDER

TENDERS are invited for the transfer of office and technical equipment, stores, and repository holdings from the Kenya National Archives, Jogoo House A, to the Old Kenya Commercial Bank Building on Moi Avenue.

Interested contractors are requested to submit their tenders in plain sealed envelopes marked "Archives Tender No. 1/78-79" and forwarded to the Director/Chief Archivist, Room 39, Jogoo House A, to reach him not later than 14th February, 1979.

The Government is not bound to accept the lowest or any tender. Tenders must remain valid for 60 days from 14th February, 1979.

A. THURSTON,  
for Chief Archivist.

## GAZETTE NOTICE No. 304

## KENYA NATIONAL ARCHIVES

## TENDER

TENDERS are invited for the transfer of office and technical equipment, stores, and repository holdings from the Rahimtulla Library on Mfangano Street to the Old Kenya Commercial Bank Building on Moi Avenue.

Interested contractors are requested to submit their tenders in plain sealed envelopes marked "Archives Tender No. 2/78-79" and forwarded to the Director/Chief Archivist, Room 39, Jogoo House A, to reach him not later than 14th February, 1979.

The Government is not bound to accept the lowest or any tender. Tenders must remain valid for 60 days from 14th February, 1979.

A. THURSTON,  
for Chief Archivist.

## GAZETTE NOTICE No. 305

## THE TRANSFER OF BUSINESSES ACT

(Cap. 500)

NOTICE is hereby given that the business of Coffee Brokers carried on by Vithalbhaj Govindbhaj Patel, Davendra Vithalbhaj Patel and Kashiben Vithalbhaj Patel under the name of Chuni-bhai G. Patel & Company Limited on Plot No. 209/5545 situated on Haile Sellasie Avenue in the City of Nairobi in the Republic of Kenya has as from the 31st day of December, 1978 been sold and transferred to Kamlesh Somchand Shah, Dilesh Somchand Bid and Nishi Somchand Shah aforesaid who will carry on the said business at the same place and under the same name.

The address of the transferors is P.O. Box 40127, Nairobi.

The address of the transferees is P.O. Box 43579, Nairobi.

The transferees have not assumed and do not intend to assume any of the liabilities incurred in the said business by the transferors up to and including the 31st day of December, 1978 and the same will be paid and discharged by the transferors. All debts due and owing to the transferors in respect of the said business up to and including the 31st day of December, 1978 will be received by the transferors.

Dated this 19th day of January, 1979.

VITHALBHAI GOVINDBHAI PATEL,  
DAVENDRA VITHALBHAI PATEL,  
KASHIBEN VITHALBHAI PATEL,  
*Transferors,*

KAMLESH SOMCHAND SHAH,  
DILESH SOMCHAND BID,  
NISHI SOMCHAND SHAH,  
*Transferees.*

## GAZETTE NOTICE No. 306

## NOTICE OF CHANGE OF NAME

TAKE NOTICE that by a deed poll dated the 19th day of January, 1979, Julius Kitur Arap Chemakilott of P.O. Box 10742 Nairobi, a citizen of Kenya by birth heretofore called and known by the names of Julius Barmao Arap Chepkinyang and J. Barmao Chepkinyang formally and absolutely renounced and abandoned the use of his former names of Julius Barmao Arap Chepkinyang and J. Barmao Chepkinyang and in lieu thereof assumed and adopted the name of Julius Kitur Arap Chemakilott for all purposes and hereby authorizes and requests all persons to designate, described and address him by the said assumed and adopted name of Julius Kitur Arap Chemakilott only instead of all his former names mentioned hereinbefore.

Dated at Nairobi this 20th day of January, 1979.

CHESAINA & CO.,  
Advocates for Julius Kitur Arap Chemakilott,  
formerly known as Julius Barmao Arap  
Chepkinyang and J. Barmao Chepkinyang.

## GAZETTE NOTICE No. 307

## NOTICE OF CHANGE OF NAME

I, Rose Wangui of Nairobi in the Republic of Kenya formerly known as Rose Wangui Njau hereby give public notice that by deed poll dated 14th day of December, 1978 duly executed by me I renounced and abandoned the use of my former name of Rose Wangui Njau and assumed in lieu thereof the name of Rose Wangui and I hereby authorize and request all persons to designate and address me by such assumed name of Rose Wangui.

Dated at Nairobi this 18th day of January, 1979.

ROSE WANGUI,  
formerly known as  
Rose Wangui Njau.

## GAZETTE NOTICE No. 308

## NOTICE OF CHANGE OF NAME

I, Patrick Gichuhi Gaciri of P.O. Box 46710, Nairobi in the Republic of Kenya herebefore called and known as Patrick Gichuhi Mbarikiwa hereby give public notice that by a deed poll dated the 3rd January, 1979 duly executed by me I formally and absolutely renounced and abandoned the use of my former name of Patrick Gichuhi Mbarikiwa and in lieu thereof assumed and adopted the name of Patrick Gichuhi Gaciri as aforesaid for all purposes and I hereby authorize and request all persons to designate describe and address me by the said assumed name of Patrick Gichuhi Gaciri.

Dated at Nairobi this 24th day of January, 1979.

PATRICK GICHUHI GACIRI,  
formerly known as Patrick  
Gichuhi Mbarikiwa.

## GAZETTE NOTICE No. 309

## DAVINDER MOTORS LTD.

## NOTICE

NOTICE is hereby given to Sagoo Tarlochan Singh the owner of motor vehicle registration No. KMF 612, that unless the said vehicle is collected by him from the premises of Davinder Motors Limited, Chogoria Road, Nairobi, on payment of repairs and storage charges on or before 8th February, 1979 the same will be sold at the owner's risk either by public auction or by private negotiations and from the proceeds of the sale, the repair charges, storage charges, auctioneer's charges (if any) and other charges incidental thereto shall be defrayed and balance (if any) shall remain to the credit of the owner.

Dated at Nairobi this 23rd day of January, 1979.

K. H. RAWAL (Mrs.),  
Advocate for Davinder  
Motors Ltd., Nairobi.

## GAZETTE NOTICE No. 310

## HIRANI ENTERPRISE (1978) LIMITED

## NOTICE

TAKE NOTICE that Messrs. Amir Hirani and Anil Giga of P.O. Box 48089, Nairobi have ceased to be the directors of the Hirani Enterprise (1978) Limited with effect from 5th January, 1979, and Rozmin Jinnah of the same box aforesaid has ceased to be the Secretary of the said company with effect from the said date. These persons are not entitled to act, negotiate or deal with any kind of transactions of the said company. The company shall not be responsible for any dealings, contract, agreement of any kind entered into by any person with any of the aforesaid persons.

S. M. HIRANI,  
Managing Director,  
Hirani Enterprise (1978) Ltd.