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PUBLIC SERVICE COMMISSION OF KENYA

APPOINTMENTS

Andrew Limo arap No'eny, to act as Private Secretary/Comptroller, State House, Office of the President, with effect from 5th March, 1979.

JOSEPH KIRUGUMI MUCHEMI, to be Deputy Secretary, Ministry of Foreign Affairs, with effect from 1st June, 1977.

James Joram Nyaga, to act as Head of Executive Training, Kenya Institute of Administration, Directorate of Personnel Management, with effect from 25th October, 1978.

JOSHUA PETER KAVITA MUTUI, to act as District Commissioner II, Garissa District, North-Eastern Province, with effect from 13th October, 1978.

ELIAS MUSAILI MUSYOKA, to act as Chief Personnel Officer, Ministry of Power and Communications, with effect from 16th October, 1978.

Sospeter Nyangwansa Arasa, to act as Chief Management Analyst, Directorate of Personnel Management, with effect from 1st November, 1978.

SAMMY MUTHOKA MBOVA, to act as Chief Management Analyst, Directorate of Personnel Management, with effect from 1st November, 1978.

ELIAS KIRUJA RUCHIAMI, to act as Senior Assistant Secretary, Office of the President, with effect from 14th February, 1979.

GIDRAPH KAMAU THUO, to act as Senior Assistant Secretary, Directorate of Personnel Management, with effect from 14th February, 1979.

James Gitau Nioroge, to act as Senior Assistant Secretary, Office of the President, with effect from 14th February, 1979.

PROMOTIONS

KIPYATOR NICHOLAS KIPRONO BIWOTT, to be Deputy Secretary, Office of the President, with effect from 14th March, 1979.

James Herbert Obaso, to be Principal, Government Training Institute, Mombasa, Directorate of Personnel Management, with effect from 21st March, 1979.

JOSEPH ISIDORE ANDRE FERNANDES, to be Under Secretary, Directorate of Personnel Management, with effect from 14th March, 1979.

MOHAMED YUSUF HAJI, to be District Commissioner II, Nyandarua District, Central Province, with effect from 20th May, 1977.

JOEL KALUNA INGONGA, to be District Commissioner II, Marsabit District, Eastern Province, with effect from 30th December, 1977.

CESSATION

JOSHUA PETER KAVITA MUTUI, ceased to act as District Commissioner II, Garissa District, North-Eastern Province, with effect from 12th November, 1978.

By Order of the Commission.

E. A. MURANGURI, Acting Secretary, Public Service Commission of Kenya.

GAZETTE NOTICE No. 1246

THE OATHS AND STATUTORY DECLARATIONS ACT (Cap. 15)

A COMMISSION

To All Whom These Presents Shall Come Greeting:

BE IT KNOWN that on the 16th day of March, 1979,

IBRAHIM JOSEPH ONYINKWA

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

Given under my hand and the seal of the Court, this 16th day of March, 1979, at Nairobi.

JAMES WICKS, Chief Justice, High Court of Kenya. GAZETTE NOTICE No. 1247

THE REGISTRATION OF TITLES ACT

(Cap. 281, section 71)

ISSUE OF PROVISIONAL CERTIFICATE

WHEREAS James Mwashori Mwakio of P.O. Box 50189, Nairobi is the registered proprietor as lessee of all that piece of land known as L.R. No. 209/7196/15 situate in the City of Nairobi in the Nairobi Area by virtue of a lease registered as I.R. 27588/1, and whereas sufficient evidence has been adduced to show that the said lease 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 4th day of May, 1979.

L. PEREIRA, Registrar of Titles.

GAZETTE NOTICE No. 1248

IN THE HIGH COURT OF KENYA SITTING AT MERU

CRIMINAL AND CIVIL CAUSE LIST

Before Hon. Mr. Justice A. M. Cockar

On Monday 7th May, 1979 at 9 a.m.

For Criminal Hearing

H.C.Cr.C. No.

2/73 Republic v. Justin Mugira Kaboi.

On Tuesday 8th May, 1979 at 8.30 a.m.

For Civil Applications Hearing

H.C.C.C. Nos.

4/79 Julius M'Ikaritho v. Etaya M'Karitho.

190/78 Rutere Aanampiu v. A.F.C.

189/78 David Murithi v. A.F.C.

5/78 Jane Wanduri v. Bernard Ireri.

69/78 Philis Mugure v. Mwiandi Ngaine.

18/73 Simon M'Magiri v. George Maingi.

For Plea Thereafter

H.C.Cr.C. No.

12/79 Republic v. Gitonga Kibetu.

For Criminal Hearing

H.C.Cr.C. No.

2/73 Republic v. Justin Mugira.

On Wednesday 9th May, 1979 at 8.30 a.m. For Civil Applications Hearing

H.C.C.C. Nos.

79/78 Joseph M'Imuguu v. Josy Ngatu.

11/73 M'Ithiami Baithiami v. M'Aruga Barui.

10/73 Tabitha Karoki v. M'Mbijiwe M'Imanene.

8/68 Wason Timbers v. Gohil Timber Mart.

12/66 Meru Trade Development v. John Boore.

111/78 Riungu M'Muga v. Nkanata M'Muketha.

83/78 Janet Kamba v. M'Mutunga M'Muketha.

On Thursday 10th May, 1979 at 8.30 a.m.

Civil Applications Hearing

H.C.C.C. Nos.

2/78 M'Rimberia M'Mugwika v. M'Ikiara M'Mburugu and another.

3/73 Joshua Mwiti v. Joseph Mworia.

2A/77 Maccu Motors v. Stanley Kathurima.

16/75 M'Mwonga Marete v. Zipporah Kathambi

16/78 Tuara Ngiri v. Mati Mwonje.

6/77 Julius Gitonga v. Arithi Joel and another.

17/77 Samuel Larana v. Maccu Motors Ltd.

Dated at Meru this 23rd April, 1979.

M. O. N. ODERO,

Deputy Registrat

Meru.

PUBLIC SERVICE COMMISSION OF KENYA

VACANCIES

APPLICATIONS are invited for the posts shown below. Completed application forms should reach the Secretary, Public Service Commission of Kenya, P.O. Box 30095, Nairobi, on or before 24th May, 1979.

Civil servant applicants should complete Forms PSC.2A in triplicate (submitting the original through their Heads of Departments) and Cards PSC.25 and 25A. Other applicants should complete Forms PSC.2 in triplicate and Cards PSC.24 and 24A.

These documents are obtainable either from the Secretary or from other Government offices.

Originals of certificates and similar documents should not be submitted unless specifically asked for.

NOTE

Incremental credits will be granted to successful candidates who are not civil servants for approved previous experience provided the maximum salary is not exceeded. They will also be eligible for benefits and privileges enjoyed by civil servants in accordance with existing Government Regulations.

Vacancies in the Ministry of Commerce and Industry:

Senior Inspector of Weights and Measures (Two Posts) (No. 189/79)

Salary scale.—£1,734 to £2,334 p.a. PENSIONABLE or AGREEMENT.

Applicants must be qualified Inspectors of Weights and Measures holding Advanced Certificate of the Institute of Trade Standards Administration (Kenya) or the Final Certificate of the Department of Prices and Consumer Protection (U.K.). They must be registered members of the Institute of Trade Standards Admir istration (Kenya) and must have a minimum of six years experience as Inspectors of Weights and Measures. Preference will be given to those officers who have satisfactorily been incharge of a Provincial Weights and Measures office for not less than two years.

Applicants must be mature persons of integrity, initiative and administrative ability. The successful candidates will head Provincial Units, and must be persons who are able to work without close supervision.

The duties will include the enforcement of the Weights and Measures Act, the Trade Descriptions Act, and Allied Legislation, Care, Custody and Maintenance of Standards and supervision of staff.

Inspector of Weights and Measures Grade 1 (Two Posts) (No. 190/79)

Salary scale.—£r,446 to £1,938 p.a. PENSIONABLE or AGREEMENT.

Applicants must be qualified Inspectors of Weights and Measures holding Advanced Certificate of the Institute of Trade Standards Administration (Kenya) or the Final Certificate of the Department of Prices and Consumer Protection (U.K.). They must also be registered members of the Institute of Trade Standards Administration (Kenya) and must have a minimum of two years experience as Inspectors of Weights and Measures.

Applicants must be mature persons of integrity, initiative and administrative ability. The successful candidates will work under the Provincial Inspectors of Weights and Measures and will carry out a variety of duties including investigations and prosecutions of offences arising from Weights and Measures and Allied Legislation. They will also be responsible for verification of trade weighing and measuring equipment, collection and accounting for revenue and supervision of staff. They will be responsible to Provincial Inspectors in carrying out their duties,

Management Instructor (Personnel and Supervisory) (One Post) (No. 191/79)

Salary scale.—£1,734 to £2,334 p.a. PENSIONABLE or AGREEMENT.

Applicants must be graduates from approved university or possess a relevant professional qualification, and should have had considerable experience in the field of personnel management, preferably in a position of a Personnel Officer or a similar rank in a large commercial organization. Preference will

be given to applicants who have, in addition, experience in consulting practice, such as advising clients on Personnel Management problems and establishing Personnel Management departments in client companies. The successful candidate will be required to promote knowledge of the principles and methods of sound personnel and supervisory management and assist in training entrepreneurs and business extension service staff.

Management Instructor (Business Systems and Methods)
(One Post) (No. 192/79)

Salary scale.—£1,734 to £2,334 p.a. PENSIONABLE or AGREEMENY.

Applicants must possess a degree from approved university, or a professional qualification of at least Intermediate Standard. They must have had considerable experience in the capacity as Office Manager or at an equivalent level.

They must also have had practical experience of Organization and Methods techniques applied to clerical operations preferably in consulting practice, or in organizing training in Office Management skills. The successful candidate will be responsible for the proper design and implementation of systems and methods applicable in small business management.

Vacancies in the Ministry of Lands and Settlement:

Senior Inspector (Mechanical) (One Post) (No. 193/79)

Salary scale.—£1,170 to £1,554 p.a. PENSIONABLE or AGREEMENT.

Applicants should preferably be of East African Certificate of Education standard and must have served a recognized apprenticeship in Automobile/Power Plant Engineering or be able to furnish proof that they have attained a high standard of training or experience in lieu.

They must have served for at least two years in the grade of Inspector (Mechanical) or have been in sole charge of a small-medium sized Mechanical/Electrical Workshop. They must be fully conversant with the overhaul, repair, maintenance and installation of power plant, petrol and diesel engines. They must be capable of preparing and interpreting engineering drawings. They should also be conversant with Government regulations in regard to control, receipt and issue of stores and be able to exercise budgeting control and prepare estimates. A sound knowledge of Government regulations in regard to safety regulations pertaining to workshops would be an advantage.

The successful candidate will be required to assist the Senior Superintending (Mechanical) and will be based at Magarini in Malindi Division of Kilifi District.

Inspector (Mechanical) (One Post) (No. 194/79)

Salary scale.—£864 to £1,212 p.a. PENSIONABLE or AGREEMENT.

Applicants should be mature persons preferably of School Certificate standard of education and should have undergone apprenticeship in Mechanical Engineering. They should be in possession of Motor Vehicle Mechanic Grade I Trade Test and should have driving licences for all types of vehicles and plants. They should also have the knowledge of the repairs and service of vehicles and plants in various types of workshops. Ability to train junior mechanics is essential.

The successful candidate will be responsible to the Senior Inspector (Mechanical) and will be based at the workshops centre at Magarini in Malindi Division of Kilifi District.

Rates Assistant Grade II (Two Posts) (No. 195/79)

Salary scale.—£864 to £1,212 p.a. PENSIONABLE or AGREEMENT.

Applicants must be civil servants of East African Certificate of Education standard or equivalent and must have worked for at least two years in the Valuation Office of Lands Department. Applicants may also considered provided they have worked for five years in any Division of Lands Department who are familiar with Land Registry and Land Administration Division Procedures.

The posts require persons having knowledge of landed properties, land transactions rating, registration, etc. Successful candidates will be required to check Public Valuation Rolls, claims by various Local Authorities for contribution in lieu of rates from the Government and recovery of rates paid by the Government on behalf of allottees of land.

VACANCIES-PUBLIC SERVICE COMMISSION-(Contd.)

Vacancies in the Ministry of Information and Broadcasting:

Maintenance Engineer (Twelve Posts) (No. 196/79)

Salary scale.—£1,446 to £1,938 p.a. PENSIONABLE or AGREEMENT.

Applicants must be graduates in electronics with two years' experience in telecommunications in Broadcasting Field or holders of a certificate equivalent to City and Guilds Telecommunications final stage with seven years' experience, two of which must have been in a supervisory capacity.

The successful candidates will be required to work independently and supervise engineering projects. They must be able to take charge of a single station, control staff and organize inservice training for staff in the stations.

Announcer (Radio) (Fourteen Posts) (No. 197/79)

Salary scale.—£642 to £900 p.a. PENSIONABLE or AGREE-MENT.

Applicants should have a good educational background, preferably East African Certificate of Education standard. They should have at least one year's practical experience in a Broadcasting organization. Fluency in both written and spoken English and Kiswahili is essential. They should be conversant with local and international current affairs and have a good voice and pleasant personality.

The duties include transmission of "live" and recorded commercial and public announcements. Knowledge of typing would be an asset though not essential. Successful candidates should be prepared to work during odd hours, including Sundays and Public Holidays.

Candidates for these posts will be required to undergo a voice test in the studios to determine their suitability prior to final selection.

Technical Assistant (Fifty-four Posts) (No. 198/79)

Salary scale.—£643 to £900 p.m. PENSIONABLE or AGREE-MENT.

Applicants should possess the City and Guilds Telecommunications Certificate, 1st year, plus two years' practical experience in a related field. They must be able to carry out routine assignments and have a good knowledge of safety regulations.

Mechnic Grade I (Two Posts) (No. 199/79)

Salary scale.—£642 to £900 p.a. PENSIONABLE or AGREE-MENT.

Applicants must possess the Kenya Government Trade Test Certificate Grade I for Motor Vehicle Mechanic. An additional Trade Test Certificate will be an advantage. Applicants must be fully conversant with repair and overhaul of all types of motor vehicles and stationary power and plants and be fully capable of running a medium size workshop without supervision. Possession of a valid driving licence covering up to five tons and ability to train junior mechanics are essential.

Vacancies in the Ministry of Works:

Senior Laboratory Technician (Four Posts) (No. 200/79)

Salary scale.—£864 to £1,212 p.a. PENSIONABLE or AGREEMENT.

Applicants must be in possession of East African School Certificate Division II. They must have worked in one of the following laboratories as Laboratory Technician Grade I for a minimum period of five years:—

- (a) Foundation Laboratory.
- (b) Concrete Laboratory.
- (c) Soil Laboratory.
- (d) Chemical Laboratory.

Applicants who possess Kenya Preliminary Examination Certificate, with long working experience and have worked as Laboratory Technicians Grade I in any of the above mentioned laboratories for a minimum of six years may also apply consideration.

Vacancy in the Ministry of Tourism and Wildlife:

Cartographer Grade II (One Post) (No. 201/79)

Salary scale.—£1,170 to £1,554 p.a. PENSIONABLE or AGREEMENT.

Applicants must be civil servants who have served as Cartographer Grade III for at least three years and have passed Survey of Kenya Occupational Test I in Cartography or Kenya Polytechnic Ordinary Diploma or its equivalent. They should be conversant with preparation of all types of maps and plans produced by Survey of Kenya and have a working knowledge in photogrametry and map-production.

The successful candidate will be required to set up and organize a new cartographic section whose duties will include procedure, materials, compilation, supervision and training of junior cartographers.

Vacancies in the Directorate of Personnel Management:

Chief Management Analyst (Three Posts) (No. 202/79)

Salary scale.—£2,154 to £2,820 p.a. PENSIONABLE or AGREEMENT.

Applicants should preferably be graduates in the Social Sciences from a recognized university with considerable experience in the field of Management Services and must have served as Senior Management Analyst for a minimum period of one year.

Preference will be given to applicants who have attended a Management Services or Job Evaluation Course in a recognized Institution.

The Chief Management Analyst will act as a team leader of Management Analysts and his duties and responsibilities will include carrying out Job Analysis, Job Evaluation, Devising Schemes of Service, Organizational Studies, etc. in Ministries/Departments and parastatal bodies.

Senior Management Analyst (Three Posts) (No. 203/79)

Salary scale.—£1,734 to £2,334 p.a. PENSIONABLE or AGREEMENT.

Applicants should be graduates in the Social Science from a recognized university. They should have served as Management Analyst I for a minimum period of two years. Preference will be given to applicants who have attended a Management Services or Job Evaluation Course in a recognized institution.

Duties and responsibilities attached to the post will involve assisting a Chief Management Analyst in conducting Job Analysis, Evaluation, Devising Schemes of Service, Organizational Studies, etc. in Ministries/Departments and parastatal bodies.

Vacancies in the Office of the President:

Executive Officer Grade II (Registry) (One Post) (No. 204/79)

Salary scale.—£1,170 to £1,554 p.a. PENSIONABLE or AGREEMENT.

Applicants must be civil servants preferably of East African Certificate of Education or its equivalent with at least two years experience in the grade of Executive Assistant (Registry). They should have a thorough knowledge of Government Office routine, Government Regulations and ability to control staff and conduct correspondence independently. Preference will be given to those who have successfully completed Office Management Course either at the Government Training Institute, Maseno or the Kenya Institute of Administration.

Duties include supervision of Registry work and its staff, supervision of subordinate staff, maintenance of vehicle registers, placing of orders and allocation of stationery and office equipment.

The successful candidate may be posted to serve in any Province within Kenya.

Laboratory Technologist Grade II (Government Chemist)
(One Post) (No. 205/79)

Salary scale.—£1,170 to £1,554 p.a. PENSIONABLE or AGREEMENT.

Applicants should hold the Advanced Certificate in Science Laboratory Technician Course and should have served in the grade of Laboratory Technologist Grade III for at least three years, during which time they should have gained considerable experience in the routine analysis of foods, drugs, water, industrial materials and in forensic science.

Vacancies in the Ministry of Health:

(Division of Communicable Diseases Control)

Statistical Officer Grade II (Two Posts) (No. 206/79)

Salary scale.—£1,170 to £1,554 p.a. PENSIONABLE or AGREEMENT.

Applicants should be graduates from approved universities with lower second or pass degrees in either economics, statistics

VACANCIES—PUBLIC SERVICE COMMISSION—(Contd.)

or mathematics. Consideration will also be given to those who have passed either Intermediate Level Examination at the E.A. Statistical Training Centre, Dar-es-Salaam or Stage I Examination of the Institute of Statisticians, London provided they have at least one year's job experience in Medical Statistics after obtaining the above qualification.

Statistical Assistant (Four Posts) (No. 207/79)

Salary scale,—£864 to £1,212 p.a. PENSIONABLE or AGREEMENT.

Applicants should have served in the grade of Senior Clerical Officer for at least one year. They should have passed Proficiency Examination for Clerical Officers and in addition must have certificates for either Middle Level Examination of the E.A. Statistical Training Centre, Dar-es-Salaam or Preliminary Examination of the Institute of Statisticians, London. Job experience in Medical Statistics is essential.

Vacancies in the Ministry of Labour:

Inspector of Factories (Engineering) (Two Posts) (Re-Advertisement) (No. 208/79)

Salary scale.—£1,446 to £1,938 p.a. PENSIONABLE or AGREEMENT.

Applicants must be Kenya citizens and holders of a degree in Engineering from a recognized university. Applicants must show ability to prepare clear and concise correspondence, reports and documentation, initiative, maturity of judgement and ability to maintain harmonious working relationship. Duties attached to these posts include:—

- (a) Carrying out regular and systematic Inspection of Factories and other premises to which the Factories Act and subsidiary legislations apply.
- (b) Investigating accidents and other occupational hazards occurring in Factories and other premises to which the Factories Act and substidiary legislations apply, reporting and recommending measures to prevent recurrence.
- (c) Carrying out such surveys as may be necessary on specific aspects of occupational health and safety.
- (d) Implementing the Factories Act and subsidiary legislations in relation to pressure vessels, lifting equipment, testing and examination of such plant.
- (e) Liaising with manufacturers and importers of machinery, plant, equipment, hazardous materials and substances to ensure adequate compliance with the provisions of the Factories Act and subsidiary legislations.

Executive Assistant (Industrial Court) (One Post) (No. 209/79)

Salary scale.—£864 to £1,212 p.a. PENSIONABLE or AGREEMENT.

Applicants must be civil servants, preferably of East African Certificate of Education or its equivalent with a minimum of seven years satisfactory and appropriate clerical experience of which at least one year must be in the grade of Senior Clerical Officer. They must have a thorough knowledge of Government Regulations and office routine and a sound knowledge of accounting and stores procedures. Ability to control staff and conduct correspondence is essential. Preference will be given to applicants who have successfully completed an Executive Course either at the Government Training Institute, Maseno or the Kenya Institute of Administration, Kabete, while a pass in the Proficiency Examination for Clerical Officers is mandatory.

Vacancy in the Ministry of Natural Resources:

Wood Chemist (One Post) (No. 210/79)

Salary scale.—£1,446 to £1,938 p.a. PENSIONABLE or AGREEMENT.

Applicants must have a minimum of second class Bachelor of Science degree in Chemistry from a recognized university or its equivalent. They must show aptitude to carry out research and interest to promote wood technology.

Duties of the job involve studying various chemical properties of wood and wood constituents with industrial or pharmaceutical potential, chemical processing of wood with preservatives, surface finishes and adhesives plus all aspects of laboratory analytical services. The successful candidate will be required to carry out the duties independently, with little or no professional supervision.

Vacancy in the Vice-President Office and Ministry of Finance (Income Tax Department):

Executive Assistant (One Post) (No. 211/79)

Salary scale.—£864 to £1,212 p.a. PENSIONABLE or AGREEMENT.

Applicants must be civil servants of East African Certificate of Education or its equivalent and must have served in the grade of Clerical Officer Cadre for at least seven years one year of which must be in the grade of Senior Clerical Officer. They must be thoroughly versed in the running of an Income Tax Registry. A pass in Proficiency Examination for Clerical Officers is mandatory.

Successful candidate will be responsible for organization and supervision of the Commissioner's Confidential Registry, opening and custody of confidential mail, proper classification and channelling of papers, improvisation and entorcement of procedures for the smooth control and speedy flow of papers.

Vacancy in the Ministry of Economic Planning and Community Affairs:

Data Processing Controller/Assistant Computer Management (One Post) (No. 212/79)

Salary scale.—£2,154 to £2,820 p.a. PENSIONABLE or AGREEMENT.

Applicants should preferably have a degree from a recognized university and must have had at least a minimum of three years experience at a Senior Level in both Computer Operation as well as systems and programming. An understanding of the operations activities of an IBM 370 installation including DOS operating system; teleprocessing applications including operations of an IBM 3740; and knowledge of systems design plus COBOL programming are necessary.

The successful candidate will be responsible for overall supervision of a data preparation centre, maintenance of operating as well as programming systems of a centre and liaising with the Government Computer Centre on all matters that affect a Centre.

GAZETTE NOTICE No. 1250

VACANCIES IN THE INTERNATIONAL CIVIL AVIATION ORGANIZATION AND FOOD AND AGRICULTURE ORGANIZATION

APPLICATIONS are invited from qualified Kenyan citizens for the above vacancy. The applications should be addressed to the Permanent Secretary/Director to the Personnel Management, P.O. Box 30050, Nairobi, so as to reach him not later than 11th May, 1979.

Applicants should enclose their detailed curriculum vitae and copies of their academic and professional certificates. Civil servants and employees of parastatal bodies may apply direct to this office, but should give copies of their applications to their respective Ministries/Boards.

Level.-P-4.

1. Post Title No.—MANPOWER and TRAINING OFFICER (2910-07)

Vacancy No.-PC 9/79.

Salary range.—Gross: US\$29,940 increasing by eleven annual increments to US\$40,980 per annum. Net (free of tax) US\$20,209 increasing by eleven annual increments to US\$25,596 per annum for staff member without dependents, US\$21,756 increasing by eleven annual increments to US\$ 27,750 per annum for staff member with dependents. Plus post adjustment (cost of living allowance) which is at present US\$15,646-US\$19,360 per annum (free of tax) for staff member with dependents. US\$16,843-US\$20,979 per annum (free of tax) for staff member with dependents.

Note.—Initial appointment will be made at the minimum of the salary and post adjustment ranges indicated.

Office.—African Office, Dakar.

Qualifications

Education.—University degree, preferably in one of the fields directly concerned with management and organization, or equivalent qualifications gained in an aviation department or organization with particular emphasis on manpower planning and the related training arrangements.

Experience.—Minimum of five years' aeronautical experience at a responsible level in the development and assessment of manning plans and their translation into training requirements.

VACANCIES IN THE INTERNATIONAL CIVIL AVIATION ORGANIZATION AND FOOD AND AGRICULTURE ORGANIZATION—(Contd.)

Language.—Command of English and French essential. A good working knowledge of Spanish desirable.

General requirements.—Proven ability to assess manpower requirements within a broad field of aviation services and formulation of recommendations for their implementation in relation to the development of civil aviation facilities and services within a state. Ability to prepare clear, accurate and concise reports and documentation. Initiative, judgement and ability to maintain harmonious working relationships. Familiarity with the civil aviation activities of the African Region desirable. Occupants responsible to ICAO representative.

Duties.—In the field of aviation manpower planning and related training arrangements—

- (a) advise and assist states in the development and assessment of their manning plans;
- (b) Advise States on suitable means for assessing their training requirements.
- (c) inform states of means available for fulfiling their training requirements with emphasis on measures aimed at achieving in the most efficient and effective manner implementation of all civil aviation requirements;
- (d) compile and analyse data on manning and training requirements for civil aviation within the African Region or parts thereof and prepare the results of such studies for publication;
- (e) undertake missions and initiate action as required, including the preparation of working papers, report, studies and correspondence, in the pursuit of the objectives and functions of the Regional Office;
- (f) serve as technical adviser at meetings.

Represent ICAO at meetings as required and perform other related duties as assigned.

Note.—The occupant of this post may be required to accept transfer to headquarters or to any of the Regional Offices of the Organization.

Terms of appointment.—The appointment may be offered initially for a period of two years on a renewable basis intended to lead to a permanent career or on a non-renewable non-career basis for a period of up to three years (in the latter case the incumbent may, however, apply for reappointment when the vacancy in the post is announced on expiry of the term appointment). Applicants should state their preference, but if their preference is for a career appointment, they should indicate also whether they would be prepared to accept a non-career appointment. As the statutory retirement age for the ICAO Secretariat is 60, only applicants who are expected to complete a regular term of appointment will normally be considered. Closing date for the receipt of applications is 21st May, 1979.

2. Post title and No.—REGIONAL FOOD AND NUTRITION OFFICER (7112-0176).

Grade.—P-5.

Duration of assignment.—Fixed-term five years.

Organizational unit.-Regional Office for Africa.

Duty station.—Accra.

Duties and responsibilities.—Under the direction of the Assistant Director-General/Regional Representative for Africa and the technical guidance and supervision of the Director of the Food Policy and Nutrition Division, assist member governments of the region to develop food and nutrition policies, plans and programmes within the framework of their social and economic development plans. In particular—

- (a) advise the Regional Representative on the overall human nutrition and food science aspects of the regional programme of work of FAO, assuming full involvement in its implementation;
- (b) participate in interdisciplinary task forces, working groups and field visits in which the FAO Regional Office is involved to ensure an adequate priority to the food and nutrition aspects and to incorporate strategies and plans for nutritional improvement;
- (c) assist governments of the Region in formulating nutrition policies and in planning, conducting, evaluating and implementing national food and nutrition programmes and projects at the grass-root levels to improve nutrition within the framework of their national food and nutrition policies and plans; special attention to be paid to nutrition planning support and to implementation of programmes on training and education; food aid and group feeding; food standards, control and legislation;

- (d) maintain close contacts with high-level existing national
 institutions and regional nutrition organizations through
 which it is possible to implement FAO's work related
 to nutrition within the Region;
- (e) co-operate in planning, organizing and conducting nutrition training programmes, workshops, seminars, conferences and other national and/or international meetings in which the Regional Office is involved, and ensure coordination in the field of nutrition with other multi- and bilateral programmes in the Region, such as WHO, UNICEF, OAU and WFF; co-ordinate the work of nutrition staff assigned to the Regional Office;
- (f) serve as FAO Secretary of the joint FAO/WHO/OAU Regional Food and Nutrition Commission for Africa;
- (g) prepare technical documents and reports of the current nutrition work conducted in the Regional Office as a means to advise FAO-HQ on the food and nutrition regional situation and guide the work that FAO is implementing at country level in Africa;
- (h) perform other appropriate duties as requested by the Regional Representative.

Qualifications.—University degree in human nutrition or in an allied field, supplemented by post-graduate level studies or high standard professional training in human nutrition. Ten years' progressively responsible professional experience in the field of human nutrition and a broad knowledge of development activities related to food and nutrition in Africa. Full working knowledge (level 6) of English or French, and good working knowledge (level 5) of the other. Ability to act as adviser on nutrition policy and nutrition improvement, to plan and organize regional programmes and projects, to draft clearly and concisely technical reports, to organize and service intergovernmental regional meetings and seminars relating to food and nutrition, to establish and maintain effective contacts with high-level government officials responsible for national food and nutrition policies and programmes and good working relations with staff of different national and cultural background.

Net salary per annum from \$33,599 to \$41,465—allowances/benefits.—Upon appointment paid travel, shipment of household and personal effects or assignment allowance, installation allowance. Other benefits subject to specific terms of appointment: Annual salary increment, variable cost-of-living adjustment, dependency allowances, children education grant, 30 working days' annual leave, home leave travel every two years with eligible family members, sick leave and maternity leave, pension and medical schemes.

Emoluments are based on US\$ equivalents and are deemed to be exempt from national income tax. Salaries and allowances are payable in the currency of the duty station and in any other currency. "Net salary" includes a variable cost-of-living component and is the amount payable to the staff member less deductions (e.g. pension fund, health and life insurance schemes).

Applications.—Staff members complete 10 copies of ADM 75. Please note that post is coded "D". Assignment limitations do not affect the tenure of staff members who have continuing appointments.

All announcements of vacancy invite both male and female candidates. Deadline for applications 14th May, 1979.

3. Post title and No.—SENIORFISHERY RESOURCES OFFICER (6321-0041)

Grade.—P-5.

Duration of assignment.—Continuing.

Organizational Unit.—Marine Resources Service, Fishery Resources and Environment Division, Fisheries Department.

Duty station.-Rome.

Duties and responsibilities.—Under the general direction of the Service Chief, but with a high degree of initiative, assist member countries with their programmes of evaluating their marine resources, and with the provision of timely and relevant scientific advice for the rational utilization and management of those resources. In particular, take immediate responsibility for all technical aspects of FAO resources activities in major ocean areas assigned. Specifically:—

Prepare and promote regular reviews of the state of resources in the region assigned of responsibility, and the provision of scientific advice to governments, particularly through the planning, execution or assistance in those studies and advice.

VACANCIES IN THE INTERNATIONAL CIVIL AVIATION ORGANIZATION AND FOOD AND AGRICULTURE ORGANIZATION—(Conid.)

Give technical support to the field programme, especially in the region assigned, by participating in project formulation, giving technical guidance to international and national experts on their research activities, and reviewing technical reports.

Promote training and education in the fields of resources revaluation and management, particularly through the planning, preparation and publication of manuals and similar material

Give support to regional fishery bodies in the area assigned, especially through appropriate working parties, and in general promote intra-regional collaboration in fishery science.

Promote the comparative study of the population dynamics, research on patterns of exploitation and management of selected groups of fishes throughout the world, including the planning of those studies, organization of and participation in appropriate working parties and other relevant activities. Perform other professional duties as assigned.

Qualifications.—University degree in Biology, Mathematics or other related disciplines. Ten years' progressively responsible professional experience in research in the evaluation of fishery resources, with particular reference to international co-operation, and to the provision of advice to administrators and other decision-makers. Full working knowledge (level 6) of English, French or Spanish. Ability to work in harmony with staff members of different national and cultural backgrounds. Record of original research in relevant fields, as measured by significant publications. Familiarity with international collaboration in resource evaluation in developing regions. Working knowledge (level 4) of a second language mentioned above.

Net salary per annum from \$30,217 to \$37,385—allowances/benefits.—Upon appointment paid travel, shipment of household and personal effects or assignment allowance, installation allowance. Other benefits subject to specific terms of appointment: Annual salary increment, variable cost of living adjustment, dependency allowances, children education grant, 30 working days' annual leave, home travel every two years with eligible family members, sick leave and maternity leave, pension and medical schemes.

Emoluments are based on US\$ equivalents and are deemed to be exempt from national income tax. Salaries and allowances are payable in the currency of the duty station and in any one other currency. "Net salary" includes a variable cost of living component and is the amount payable to the staff member less deductions (e.g. pension fund, health and life insurance schemes).

Applications.—Staff members complete 10 copies of ADM 75. Please note that the post is coded "C". Assignment limitations do not affect the tenure of staff members who have continuing appointments.

All announcements of vocancy invite both male and female candidates. Deadline for applications 21st May, 1979.

4. Post title and No.—COMMODITY SPECIALIST (6222-0481).

Grade.—P-2.

Duration of assignment.—Fixed-term five years.

Organizational Unit.—Basic Foodstuffs Service, Commodities and Trade Division.

Duty station.-Rome.

Duties and responsibilities.—Under the supervision of senior professional staff in the service, carry out economic research on, and analysis of, the commodity situation and outlook on basic foodstuffs covered by the service. Current market intelligence and research work on developments in production, trade, consumption and prices, as well as on national and international policies; participation in teams working on specific economic research projects on commodities covered by the service; Preparation of advanced drafts of commodity notes for publication and working documents for governmental committees and other international organizations; assistance in servicing the intergovernmental groups for which the service provides the which the service provides the Secretariat in drafting their reports and taking follow-up action; assistance in the preparation and implementation of relevant technical assistance projects, including missions to developing countries; attendance and representation of FAO, as required, at relevant commodity meetings; performance of other related duties as required.

Qualifications.—University degree in Economics or Agricultural Economics. Three years' experience in economic rease and analysis, preferably commodity analysis. Full working knowledge (level 6) of English, French or Spanish, Ability to draft clearly

and concisely economic and related matters. Ability to work within deadlines. Ability to develop and maintain working relationships with trade and professional associations. Ability to assist in servicing intergovernmental meetings and consultations. Ability to work in harmony with persons of different nationalities and cultural backgrounds. Knowledge of economic and technical problems of the commodities concerned, experience in economic problems of developing countries. Experience of commodity situation in developing countries. Knowledge of other official FAO language. Ability to draft clearly and concisely in English.

Net salary per annum from \$17,654 to \$23,148—allowances/benefits.—Upon appointment paid travel, shipment of household and personal effects or assignment allowance, installation allowance. Other benefits subject to specific terms of appointment: Annual salary increment, variable cost of living adjustment, dependency allowances, children education grant, 30 working days' annual leave, home leave travel every two years with eligible family members, sick leave and maternity leave, pension and medical schemes.

Emoluments are based on US\$ equivalents and are deemed to be exempt from national income tax. Salaries and allowances are payable in the currency of the duty station and in any one other currency. "Net salary" includes a variable cost of living component and is the amount payable to the staff member less deductions (e.g. pension fund, health and life insurance schemes)

Applications.—staff members complete 10 copies of ADM 75. Please note that post is coded "D". Assignment limitations do not affect the tenure of staff members who have continuing appointments.

All announcements of vacancy invite both male and female candidates. Deadline for applications 22nd May, 1979.

5. Post title and No.—CHIEF, Systems and Project Development Branch (3121-3275).

Grade.-P-5.

Duration of assignment.—Fixed-term three years.

Organizational Unit.—Library and Documentation Systems, Division Department of General Affairs and Information.

Duty station.—Rome.

Duties and responsibilities.—Within the framework of general directives from the Director, GIL Division, this post carries overall responsibility for the integrated development of three worldwide programmes in the field of scientific and technical information in agriculture, namely: AGRIS (International Information System for the Agricultural Sciences and Technology). CARIS (Current Agricultural Research Information System). Field interventions (projects and missions) to foster the national/regional infrastructures in the agricultural documentation/information sector.

Specific duties are responsibility for orienting, developing; planning and implementing the activities carried out, at HQ and in the field, under these three programmes; ensuring the adaptation of these programmes to respond to the overall programme of work of FAO and to the requirements of FAO's member nations; ensuring the optimum utilization of manpower and other resources (regular programme, UNDP, trust funds and other external resources) available for the execution of these activities; planning and monitoring the methodological and operational integration among these activities and with those of the division as a whole; ensuring liaison and promoting compatibility and co-operation with similar activities within FAO, and with scientific and technical information systems of other UN agencies and international/regional/national bodies, especially with respect to field activities; guiding, advising and supervising the work of assigned HQ and field staff (including associate experts and consultants) and of specialists from other institutions seconded to the branch; responsibility for formulating and executing the branch's programme of work, and for administering the funds allocated for its activities.

Qualifications.—University degree in basic sciences or business administration, and formal education or equivalent experience in the field of information sciences (librarianship, documentation, information systems). Seven years of progressively responsible experience, in position of responsibility, in the planning, development, advising and/or management of activities related to scientific and technological information, with particular emphasis on documentation centres, networks or systems, especially in developing countries. Full working knowledge (level 6) of English, French or Spanish and working knowledge (level 4) of one of the other two. Demonstrated ability to plan co-ordinate and direct the work of specialist staff; capacity to analyse problems, develop plans of action, and adapt implementation

VACANCIES IN THE INTERNATIONAL CIVIL AVIATION ORGANIZATION AND FOOD AND AGRICULTURE ORGANIZATION—(Contd.)

to circumstances; leadership and advisory capacities. Initiative, investiveness and willingness to accept responsibilities. Ability to work in harmony with staff of various nationalities and cultural backgrounds.

Net salary per annum from \$30,217 to \$33,107-allowances benefits.—Upon appointment paid travel, shipment of household and personal effects or assignment allowance, installation allowance. Other benefits subject to specific terms of appointment: Annual salary increment, variable cost of living adjustment, dependency allowances, children education grant, 30 working days' annual leave, home leave travel every two years with eligible family members, sick leave and maternity leave, pension and medical schemes.

Emoluments are based on US\$ equivalents and are deemed to be exempt from national income tax. Salaries and allowances are payable in the currency of the duty station and in any other currency. "Net salary" includes a variable cost of living component and is the amount payable to the staff member less deductions (e.g. pension fund, health and life insurance schemes).

Applications.—Staff members complete 10 copies of ADM 75. Please note that post is coded "D". Assignment limitations do not affect the tenure of staff members who have continuing appointments.

All announcements of vacancy invite both male and female candidates. Deadline for applications 14th May, 1979.

6. Post title and No.-HORTICULTURAL CROPS EXTEN-SIONIST, agricultural extension and seed introduction in the Tihama Region (YEM 77/003).

Vacancy No.--AGO/AGP/765.

Duty station.-Hodeidah, Yemen Arab Republic.

Duration.-Two years.

Closing date.—11th May, 1979.

Duties.-The duties of the expert will be-

- (a) to train and develop expertise in vegetable production among Yemen agricultural extension workers in the
- (b) to plan and execute a programme of vegetable crop pro-duction on farmers' fields in the Tihama Region;
- (c) to develop liaison between extension personnel and field crop researchers in Yemen;
- (d) to develop guidelines for vegetable crop production to be printed and distributed to farmers;
- (e) to assist in the planning, scheduling and conducting of farm meetings, field days, tours, etc., on vegetable crop production:
- (f) to develop a plan for seed procurement and/or multiplication for vegetable crops.

Qualifications.—University degree in Horticulture or Agriculture preferably with post-graduate training in vegetable production.

Experience.—A minimum of seven years' practical experience in vegetable production, preferably in arid environments. The principle vegetables grown in the area are tomatoes, onions, okra, water-melon and melons and the incumbent must be familiar with adaptable varieties of these crops, land preparation, seeding, irrigation practices, fertilizer, pest control, harvesting and storage. The post also requires the ability to train young people in crop production demonstrations.

Languages.—A good working knowledge of English is required and a knowledge of Arabic is highly desirable.

Emoluments.—Salaries and benefits are liberal, commensurate with the responsibilities of the post and in line with the depth and breadth of training and experience.

Candidates may be requested to provide satisfactory evidence of the educational qualifications shown in their application. Appointments to vacant positions may depend upon the candidate selected providing such evidence for inclusion in his/her official personnel file.

-This vacancy announcement cancels and supersedes AGO/AGP/675 and in particular the starting date which should have read July, 1979.

All vacancy announcements invite both male and female candidates.

7. Post title and No.—RANGE MANAGEMENT SPECIALIST, grazing land and livestock development in the Central Wadi Zone and Gulf of Sirte (UNTF/LIB/11).

Vacancy No.-AGO/AGA/776.

Duty station.—Sirte, Socialist People's Libyan Arab Jama-

Duration.-Thirty-six months.

Closing date.—15th May, 1979.

Duties.-Under the overall supervision of the Project Team Leader and in collaboration with other team members, the Range Management Expert will—

- (a) assess the present situation of grazing land in the project area;
- (b) prepare and implement plans for the integrated grazing land development programme including demonstration perimeters on a small scale;
- (c) participate in the training programme.

Qualifications.—University degree in Agriculture with specialization in Range Management.

Experience.—Seven years' experience—the successful candidate must have a proven history in range management under arid or semi-arid conditions. He must also be able to work effectively as a member of a team comprising both national and international staff.

Languages.-Full working knowledge of English. Arabic desirable.

Emoluments.—Salaries and benefits are liberal, commensurate with the responsibilities of the post and in line with the depth and breadth of training and experience.

All vacancy announcements invite both male and female candidates.

8. Post title and No.—FARM MACHINERY TRAINING EX-PERT, agricultural development (SAU/TF/117).

Vacancy No.-AGO/AGS/780.

Duty station.—Riyadh, Saudi Arabia.

Duration.—Twelve months.

Closing date.—22nd May, 1979.

Duties.—Under the general supervision of the FAO Team Leader and close co-operation with the Training Department of the Ministry of Agriculture and Water, Expert will be stationed at the Training Centre (about 8 km. from Riyadh) and will carry out the following—

- (i) co-operate with the Agricultural Engineering Section in the Ministry in order to familiarize self with farm machinery utilization including types, makes, intensity of use, repairs and maintenance, facilities, availabibity of spare parts, workshops and mechanics;
- (ii) prepare annual programmes for training of Ministry's personnel on methods of operation and maintenance of modern farm machinery;
- (iii) engage in training of technicians in farm machinery use and maintenance in training centre and other areas in the Kingdom;
- (iv) advise on the selection and purchase of supplies, modern farm machinery equipment, etc., to be used in the training centre for training activities and on the farm;
- (v) prepare suitable training material and aid related to farm machinery types, maintenance and operation;
- (vi) engage in training of technicians in farm machinery use and maintenance in training centre and other areas in the Kingdom;
- (vii) perform other duties as required by the Ministry.

Qualifications.—The Expert should have a post-graduate degree in Agricultural Engineering (farm machinery operation).

Experience.—At least seven years' preferably under similar conditions in the Middle East. He should have extensive experience in the operation and maintenance of various types of farm machinery demonstration and training.

Language.-Full working knowledge of English and Arabic. Emoluments.—Salaries and benefits are liberal, commensurate with the responsibilities of the post and in line with the depth and breadth of training and experience.

All vacancy announcements invite both male and female candidates.

THE TRUST LANDS ACT

(Cap. 288)

KAJIADO TOWN—PLOTS FOR RESIDENTIAL PURPOSE; PLOTS FOR SHOPS, OFFICES AND FLATS (EXCLUDING SALE OF PETROL);
PLOTS FOR INDUSTRIAL PURPOSE

THE Commissioner of Lands, on behalf of the Olkejuado County Council, gives notice that the plots in Kajiado 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 Clerk to Council, Kajiado, or may be obtained from the Public Map Office, P.O. Box 30089, Nairobi, on payment of Sh. 10 post free.
- 3. Applications should be submitted to the Commissioner of Lands, Nairobi, through the Clerk to Council, Kajiado, stating the plots required in order of preference. Applications must be on prescribed forms which are available from Lands Department or the Clerk to County Council of Olkejuado.
- 4. Applications must be sent so as to reach the Clerk to County Council of Olkejuado, not later than noon, on 14th May, 1979.
- 5. Application 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 of Sh. 1,000 as a deposit which will be deleat 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) each applicant should fill in his/her new number as it is appearing in the identity card under the Registration of Percens Act.
 - (e) In case of companies, names of directors to be included;
 - (f) full details of both residential and/or commercial properties owned by the applicant in the Republic.

General Conditions

- 1. The ordinary conditions applicable to .ownship grants of this nature except as varied hereby shall acolv to this grant.
- 2. The title will be made under the provisions of the Trust Lands Act (Cap. 288 of the Laws of Kenya)
- 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 33 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 title (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. 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 building shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the local authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
- 2. The lessee shall within six months of the actual registration of the 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 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 title 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 Trust Lands Act (Cap. 288), 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 County Council 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 County Council in respect of any antecedent breach of any condition herein contained.

- 3. The lessee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.
- 4. Should the grantee give notice in writing to the County Council 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 in such notice as aforesaid shall be given—

- (1) within 12 months of the actual registration of the title, the County Council 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 County Council 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. (a) The land and buildings shall only be used for one private dwelling house, excluding a guest house.
- (b) The land and buildings shall only be used for shops (excluding a petrol station), office and flats.
- (c) The land shall only be used for inoffensive industrial purpose with ancillary offices and stores.
- 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. And not more than 50 per cent if used for residential purpose; and not more than 90 per cent if used for industrial purpose.
- 7. Accommodation not exceeding one hundred square feet may be provided for a care-taker or watchman in case of industrial purposes plots
- 8. The land shall not be used for the purpose of any trade or business which the Commissioner of Lands or local authority considers to be dangerous or offensive.
 - 9. The lessee shall not subdivide the land.

ill, transfer, sublet, charge or part nd or any part thereof, except with g of the Commissioner of Land, isent (except in respect of a loan es) will be considered until Special and the prior consent in writing of the no application for such consent (exception for building purposes) will be Condition No. 2 has been performed: shall

the for required flats. not individual shops, offices and shall consent such Provided that letting of individ 11. The lessee shall pay to the local authority on demand such sum as the local authority 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.

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

13. Should the local authority 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 the construction as the local authority may assess.

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

15. The County Council 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.

SCHEDULE

RESIDENTIAL

,	Survey Fees		
IAL	Road Charges (Intial Contri- bution)	Sh. On demand	
	Annual Rent	88. 1220 1220 1230 1330 1330 1330 1330 1330	
KESIDENTIAL	Stand Premium	\$\frac{87}{250}\$	_
	Area Hectares (Approx.)	0.0607 0.0445 0.0445 0.0607 0.0607 0.0607 0.0445 0.0486 0.0589 0.0686 0.	
	Plot No. Unsurveyed	22 22 23 24 24 25 26 26 27 27 27 27 27 27 27 27 27 27 27 27 27	

PETROL
OF
SALE
FLATS-EXCLUDING
AND
OFFICES
SHOPS,

Survey Fees	44444444444444444444444444444444444444
Road Charges (Intial Contri- bution)	On demand
Annual Rent	4844448661284448868888888888888888888888
Stand Premium	220 220 220 220 220 220 220 220 220 220
Area Hectares (Approx.)	0.0405 0.0405 0.0405 0.0324 0.0324 0.0324 0.0324 0.0486 0.
Plot No. Unsurveyed	99 99 90 90 90 90 90 90 90 90 90 90 90 9

INDUSTRIAL PURPOSES

Survey Fees	460 460 460 460 460 460
Charges (Intial Contri- bution)	On demand ",
Annual Rent	440 440 440 440 440
Stand Premium	2,2,2,2,2 2,2,000 2,2,000 2,000 2,000
Area Hectares (Approx.)	0.1133 0.1133 0.1133 0.1011 0.1133
Plot No. Unsurveyed	ч просма

GAZETTE NOTICE NO. 1251

ACŤ THE REGISTERED LAND

(Cap. 300, section

LAND CERTIFICATE ISSUE OF A NEW

Republic of Kenya, is registered as proprietor in absolute ownership interest of all that piece of land containing 2.733 hectares of thereabouts, situated in the District of Busia, known as Parcel No. 310, registered under Title No. Marach/Bumala/310, 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. Marach/Bumala Othieno WHEREAS Andrea O cepublic of Kenya, is 1

1979. of April, day Dated this 11th

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

THE TRUST LAND ACT

(Cap. 288)

MASENO TOWNSHIP

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

- 2. Applications may be sent so as to reach the Clerk to Council P.O. Box 86, Kisumu not later than noon 4th June, 1979, and should not be sent direct to the Commissioner of Lands, Nairobi.
- 3. Applicants must enclose with their applications a bank cheque, postal order, money order or cash for K.Sh. 1,000 made payable to the Commissioner of Lands as deposit personal cheque will not be accepted. The deposits will be dealt with as follows:—
 - (a) Credited to a successful applicant.
 - (b) Refunded to an unsuccessful applicant.
 - (c) Forfeited if a successful applicant fails to pay within 30 days of the offer of a plot from the date of the letter of allotment, and the applicant shall have no further claim thereto.
- 4. Each application should be accompanied by a statement indicating:
 - (a) The amount of capital available for the purchase of the plot.
 - (b) The amount of capital available for the development of the plot. Attach bankers statement of his/her account, letter or any other evidence of financial status in support.
- (c) The manner in which it is proposed to raise the balance required for development if any.
- (d) Full details of both residential or/commercial properties owned by the applicant in this town.
- (e) Individual applicants must quote their identity cards numbers and their nationalities.
- (f) In case of companies, names of directors must be included and a photostat of the company's registration certificate.
- 5. The successful allottee of a plot to pay to the Comissioner of Lands within 30 days of notification that his/her/their application has been successful, the stand premium, initial annual rent with conveyancing, stamp duty, survey and registration fees provisional service charges if any. In default of payment within the specified time, the Commissioner of Lands shall cancel the allocation of the plot and the allottee shall have no claim to the plot or the deposit paid on application.

General Conditions

- 1. The grant/lease will be made under the provision of the Trust Lands Act (Cap. 288 of the Laws of Kenya), and title will be issued under the Registration of Titles Act (Cap. 281).
- 2. The grant/lease will be issued in the name(s) of the allottee(s) as given in the letter of application and will be subject to Special Conditions set out below.
- 3. The term of the grant/lease will be for 99 years from the first day of the month following the issue of the letter of allotment.

Special Conditions

1. No buildings shall be erected on the land nor shall additions or extenal alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved

in writting by the Local Authority. The Local Authority shall not give approval unless it is satisfied that the proposals are such as to develop the land adequately and satisfactorily.

2. The lessee/grantee shall within six calendar months of the actual registration of the lease/grant submit in triplicate to the Local Authority plans (including block plans showing the positions of the buildings and system of drainage for the disposal of sewage surface and sullage water) drawing elevations and specifications of the buildings the lessee proposes to erect on the land and shall within 24 months of the actual registration of the grant/lease complete the erection of such building 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 Local Authority:

Provided that notwithstanding anything to the contrary contained or implied by the Trust Land Act (Cap. 288) if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the County Council or any person authorized by the County Council to reenter into and upon the land or 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 County Council in respect of any antecedent breach of any condition herein contained.

- 3. The lessee/grantee shall maintain the buildings and the drainage system in good repair and conditions to the satisfaction of the lessor.
- 4. No additions shall be made to the approved buildings without the prior consent in writing of the lessor.
- 5. The land shall only be used for see schedule (a) and (b) and the lessee shall throughout the term and to the satisfaction of the lessor, make substantial use of the land for such purposes,
- 6. The land shall not be used in any manner which the lessor considers to be dangerous or offensive to the public or the neighbourhood.
 - 7. The land shall not be subdivided.
- 8. The land shall not be charged, sublet, or subleased or ferred without the prior consent of the lessor in writing. No application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 1 has been performed.
- 9. The lessee/grantee shall pay all sums that may from time to time be demanded by the lessor in respect of the cost of construction, maintaining repairing, improving and renewing all roads, drains and sewers serving or adjoining the land.
- 10. The lessee/grantee shall be responsible for all rates, taxes, charges or duties of whatever description that may be levied, imposed or charged by the Government or any Local Government Authority upon the land or the building.
- 11. The lessee/grantee shall on receipt of notice in writing in that behalf from the lessor forthwith adequately fence or hedge the land and shall thereafter maintain such fence or hedge to the satisfaction of the lessor.
- 12. The lessor 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 and telegraph wires and electric mains of all descriptions either overhead or underground and the lessee/grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignment of main or service pipes or telephone or telegraph wires and electric mains.
- 13. The County Council 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 or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.

SCHEDULE A

PLOTS FOR MEDIUM DENSITY ONE PRIVATE DWELLING HOUSE ONLY

Plot No.	Stand Premium	Land Rent	Road Charges	Survey Fees	Area in Hectares
L.R. No.					
9341/94	Sh.	Sh.	1	Sh.	
94 ′	2,000	400	On	1,060	0.1355
95	2,000	400	demand	1,060	0.1301
96	2,000	400	,,	1,060	0.1296
99	1,540	308	,,	1,060	0.0929
100	1,540	- 308	,,	1,060	0.0929
101	1,780	356	,,	1.060	0.1265
117	1,760	352	,,	1,060	0.1115
120	2,000	400	,,	1,060	0.1404
121	1,720	344	,,	1,060	0.1079
122	1,720	344	",	1,060	0.1079
123	1,720	344	",	1,060	0.1079
124	1,440	288	,,	1,060	0:0840
125	1,720	344	,,,	1,060	0.1084
126	1,720	344	,,,	1,060	0.1084
128	1,140	428	,,,	1,060	0.1560
129	1,060	212	,,,	1,060	0.0557
130	880	176	,,,	1,060	0.0452
131	920	184	1 1	1,060	0.0465
133	920	184	, "	1,060	0.0465
134	920	184	,,,	1,060	0.0465
135	920	184	,,,,	1,060	0.0465
136	860	172	,,,	1,060	0.0435
137	1,020	204	,,	1,060	0.0524
150	920	184	,,,	1,060	0.0465
151	920	184	,,,	1.060	0.0465
152	920	184	. 99.	1,060	0.0465
153	920	184	,,	1,060	0.0465
154	920	184	,,,	1,060	0.0465
155	920	184	i "	1,060	0.0465
156	1,340	268	"	1,060	0.0770
157	1,060	212	,,	1,060	0.0557
137	1,000	414	,,	1,000	0.0557

SCHEDULE "B"

Plots for Shops, Offices and Flats Only (Excluding Sale of Petrol and Motor Oils)

Plot	Stand	Land	Road	Survey	Area in
No.	Premium	Rent	Charges	Fees	Hectares
L.R. No. 9341/ 49 54 72	1,760 1,760 1,760	352 352 352 352	On demand	1,060 1,060 1,060	0·0464 0·0464 0·0274

GAZETTE NOTICE No. 1253

OFFICE OF THE PRESIDENT PROVINCIAL COMMISSIONER'S OFFICE NORTH-EASTERN PROVINCE, GARISSA

Loss of Original L.P.O. No. D 855243

IT IS notified for general information of the public that Original L.P.O. No. D 855243 issued on 7th April, 1979 to Messrs. Saleh Bayusuf & Sons, Garissa, has been either lost or stolen.

The said L.P.O. has ceased to have any validity and treated as cancelled. Anyone who might come across the said L.P.O. should inform the Provincial Commissioner, North-Eastern Province, Private Bag, Garissa, or the nearest Police Station.

J. M. OYULA, for Provincial Commissioner, North-Eastern Province.

GAZETTE NOTICE No. 1254

CENTRAL BANK OF KENYA

BANKI KUU YA KENYA

STATEMENT AS AT 31ST MARCH, 1979

Currency in Circulation:—		GOLD AND FOREIGN EXCHANGE:—
	Sh.	Sh. Sh.
Notes	2,375,873,105 80,953,264	Balances with Banks and Cash . 1,829,697,370 Treasury Bills 239,594,698 Other Investments 615,330,712
	2,456,826,369	Special Drawing Rights
Deposits:— Sh.		
Government of Kenya ————————————————————————————————————		SECURITIES ISSUED OR GUARANTEED BY THE KENYA GOVERNMENT
I.M.F		DIRECT ADVANCES TO KENYA GOVERNMENT 236,162,467
OTHER LIABILITIES AND PROVISIONS	254,557,840	Kenya Treasury Bills 549,130,699
Total Liabilities and Provisions	4,619,023,804 26,000,000	Advances and Discounts 12,796,411
	26,000,000	Uncleared Effects 170,940,764
GENERAL RESERVE FUND REVALUATION ACCOUNT (Set up under section 51 of the Act)	82,256,490	OTHER ASSETS 56,884,801
Si	h.4,753,280,294	Sh. <u>4,753,280,294</u>

THE INDUSTRIAL COURT

Cause No. 5 of 1979

Parties:

Kenya Management Staff Association

and

Standard Bank Limited

Issue in dispute:-

Termination of services of J. K. Mwangi.

- 1. The Kenya Management Staff Association shall hereinafter be referred to as the Claimants and Standard Bank Ltd. shall hereinafter be referred to as the Respondents.
- 2. The parties were heard in Nairobi on 13th and 30th March, 1979, and relied on their written and verbal submissions. The Claimants also called J. K. Mwangi to give evidence on oath.

AWARD

- 3. The Notification of Dispute Form "A" dated 23rd November, 1978, duly signed by the parties was received by the Court on 5th February, 1979, together with the statutory certificates signed by the Minister for Labour and the Labour Commissioner.
- J. K. Mwangi was employed by the Respondents as a clerk on 3rd March, 1967, and was promoted to section head in 1969. In 1970 he proceeded to U.K. for six months for further training. In 1972 he was promoted to officer grade at Sh. 2,041/50. Thereafter he received a promotion and became an Assistant Manager and was posted at the Respondents' Kimathi Street branch. He was confirmed in this position on 5th February, 1976, at Sh. 5,300 p.m.—Grade 8.

He was placed on probation for Manager's position Grade 7—Sh. 6,518 p.m.—and transferred to Kitui as Branch Manager in June, 1976. His probation for this post was to be of six months' duration.

On 28th September, 1977, he was transferred to Mombasa and on 30th March, 1978, his services were terminated. His letter of termination stated as follows:—

"Further to our letter of 17th March, 1978, your continued disregard of the bank's instructions has been brought to the attention of the Board of Directors. They have noted that on three separate occasions you have declined to obey a proper order that you should assume control of our Makupa Agency.

Therefore the Board has directed that in the face of your continued insubordination which is in direct contravention of paragraph 2 (a) of your letter of appointment the bank is left with no alternative but to terminate your services with effect from the date you receive this letter.

One month's salary and housing allowance will be paid in lieu of notice together with proportionate payments in respect of local leave and local leave allowance. The payments will be credited to your central account, the balance of which will be transferred to your account at Treasury Square Branch, Mombasa, by telex."

The Claimants took up the matter on his behalf and the dispute was investigated by the Ministry of Labour and the Ministry's findings and conclusion were forwarded to the parties on 18th November, 1978, in the following terms:—

"Mr. Mwangi had a very successful career in the bank despite his formal education background. From the submissions and interviews carried out by the Investigator it was found out that as Mr. Mwangi became more senior he became more arrogant to the extent of hurting other employees and his superiors.

The complaint of shortages and excesses and an altered banker's order were serious enough to warrant dismissal considering his position in the bank. The bank has been sued for this and is trying to settle this out of court. This shows how the bank has been lenient on a man who shows no mercy to others and no regret. A staff at the Kitui branch has admitted and apologised for his role in altering the banker's order with the influence and command from Mr. Mwangi.

Mr. Mwangi obviously hurt the feelings of the Mombasa Branch Manager when he refused the transfer to Makupa Agency without a genuine reason except arrogance. An employee who disobeys a lawful order by a person placed above him/her commits an offence which could result to summary dismissal and in my opinion Mr. Mwangi's case fell in this category. He was therefore treated very leniently by the Management.

THE PARTY OF THE P

The Union's demand for reinstatement is therefore rejected. Also the claim for house allowance for the period 24th January to 21st June, 1977, during which period he was on leave having been in occupation of the institutional house prior to proceeding on leave is also rejected.

With regard to payment for the balance of 40 days' leave he was paid this which amounted to Sh. 9,544/15 and he has therefore no further claim against the Management.

Conclusion:

After very careful consideration of the matter at hand I am of the opinion that the action taken by the management was justified and Mr. Mwangi has got what he deserved and since he received payment of all his terminal benefits, he is not due any other payments."

The Claimants rejected these recommendations and the dispute is now before the Court.

The Claimants have vigorously submitted that all the allegations which the Respondents had levelled against Mr. Mwangi had never been substantiated by them and although they had repeatedly written to Mr. Mwangi saying that his attitude towards his work and his superiors left a lot to be desired it was never explained and proved in what respect Mr. Mwangi defaulted in the performance of his managerial duties.

The Claimants informed the Court that Mr. Mwangi proceeded on leave on 24th January, 1977, for five months and when he resumed his duties at Kitui on 21st June, 1977, he found numerous letters from the Respondents waiting for him and on 20th September, 1977, he was informed on telephone that another person was taking over the Kitui branch from him with immediate effect.

The Claimants added that when Mr. Mwangi was transferred to Mombasa where he arrived on 2nd October, 1977, he was not assigned any duties and in fact remained for four months up to January, 1978, without anything to do. The Claimants argued that in February, 1978, when he was told to go and work in one of the Respondents' Agencies at Makupa, Mr. Mwangi was greatly shocked because only clerks managed the Agencies and not persons who had risen to the position of Manager. They claimed that Mr. Mwangi was perfectly entitled to ask to be assigned with any relevant managerial duties which conformed to his grade.

The Claimants submitted that the Respondents were completely unjustified in terminating Mr. Mwangi's services in having treated him in the manner aforesaid and he had therefore suffered wrongful dismissal. They accordingly asked the Court to reinstate Mr. Mwangi to his former position with the Respondents without any loss from the date his services were terminated or alternatively he should be paid compensation in addition to other terminal benefits as follows:—

WT walve markles as lower law and for a second	Sh.
"Twelve months salary by way of compensation Grade 7 (Sh. 8,156 x 12)	97,872.00
Six months salary in lieu of notice (Sh. 8,156 x 6)	48,936.00
House allowance (Sh. 1,900 x 6)	11,400.00
Forty days accrued leave 1977—3rd April, 1978	10,874.65
Difference in salary from managerial Grade 7 to 8	.*
(i) (from September, 1977 to December, 1977) Sh. 469 x 3	1,407.00
(ii) (January, 1978 to March, 1978) Sh. 523.50 x 3	1,560.50
TOTAL	172,050.15"

The Claimants called Mr. Mwangi to give evidence on oath and he denied the various allegations which the Respondents had made against him in their written submissions.

The Respondents submitted that Mr. Mwangi had committed serious irregularities while he was the Manager at their Kitui branch which they listed as follows:—

- "(a) Placing banned cashiers on telling duties contrary to the bank's instructions.
- (b) Forcing tellers personally to make good cash deficiencies contrary to both the bank's regulations and collective agreement with the union.
- (c) Taking large amounts of cash from tellers and placing these amounts in his custody without accounting for it in complete disregard of the bank's regulations. This action was highly irregular and was a serious risk to all concerned.
- (d) Giving false information to a customer's lawyer by tendering a substituted banker's order.
- (e) Dishonouring a customer's banker's order whilst sufficient funds were available on due date.
- (f) Absenting himself from the branch and sending off staff on 19th July, 1977, whilst his senior, the Area Manager, was on a routine visit to the branch.
- (g) A new treasury cash safe delivered to the branch on 24th June, 1977, with instructions from the Administrative Office to bring this into immediate use was found not in use when the Area Manager visited the branch on 2nd September, 1977. It was lying open with both sets of keys inside. The treasury case was being kept in a small cupboard. Despite the Area Manager's further instructions on 2nd September, 1977, this had still not been brought into use when the Inspectors visited the branch on 7th September, 1977, and the treasury cash was therefore not fully protected."

The Respondents, however, pointed out that despite the above irregularities committed by Mr. Mwangi at Kitui branch his services were not terminated on account of them. He suffered a termination because of his repeated disobedience of instructions at the Treasury Square branch, Mombasa, when he was asked to assume control of Makupa Agency by the Mombasa Manager.

The Respondents further gave details of the terminal benefits and incidental expenses which were due to Mr. Mwangi amounting to Sh. 54,336/65 and how they were dispersed.

The Respondents did not call any witnesses but argued that in view of Mr. Mwangi's repeated disobedience of instructions they were fully justified in terminating his services and they were not prepared either to reinstate him or to pay him anything else. They asked the Court to reject the Claimants' demand.

It has become apparent to the Court that the relationship between Mr. Mwangi and the Respondents started deteriorating while he was at Kitui working as the Manager of the Respondents' Kitui branch. He was, however, on probation during this time. Mr. Mwangi was in Kitui for one year and three months and out of this period of 15 months he was on leave for five months in 1977 from January.

One allegation that figured prominently against him while at Kitui was that he had been using the guest house cutlery and had also allowed the guest house to deteriorate to a filthy condition. Mr. Mwangi told the Court that when he was transferred to Kitui he found that the previous manager had been using the guest house cutlery and he also continued doing the same. There is, however, a letter from the Respondents to Mr. Mwangi dated 10th July, 1976, in which he had been instructed to return the guest house things and it appears that Mr. Mwangi did not comply with these instructions. On 30th August, 1976, the Staff Manager wrote to him pointing out that he was still continuing to use the kitchen and household equipment supplied for the guest house and in the last paragraph of that letter it is written:—

"It would appear that of late your general attitude leaves much to be desired, particularly in relation to your senior officers and should we have any further cause for complaint the matter will be viewed most seriously."

The use of cutlery and letting the guest house get dirty are not really very serious matters as far as Mr. Mwangi's performance as a Manager of a bank branch is concerned except that it shows somewhat that he was showing little respect for orders from the head office.

There is no doubt that the Respondents also felt the same that whilst they did not have any criticism of his work they felt that his general attitude left something to be desired. The Respondents considered that he was resentful of authority and warned Mr. Mwangi that unless he curbed this trait it was doubtful that he would advance any further in their service. This they conveyed to him on 23rd December, 1976, and in the last paragraph of this letter they wrote:—

"In order to bring home to you the gravity of the situation your probationary period is hereby extended for a period of approximately three months after completion of your leave, i.e. until 3rd September, 1977."

The Court has carefully considered the Claimants' submission on this particular point but finds that the Respondents were entitled to adopt the course of action which they did.

The serious complaints against Mr. Mwangi, however, seem to have risen when he came back from leave in June, 1977, and which are related to the Banker's Order of one Mr. Said Salim Mwange and the others regarding the way he was running the branch. The latter allegations were mainly as a result of the Area Manager's routine visits to the branch.

On 19th June, 1977, it is alleged that the Assistant Area Manager visited the Kitui branch and found nobody there in the afternoon. Mr. Mwangi explained that as the Area Manager's visit was unannounced he had already arranged with the staff that they would be allowed to go home that afternoon. The Court, while appreciating what Mr. Mwangi stated in this respect, must state that the Manager of a branch is expected to fully co-operate with senior officers when they come on their unannounced visits for spot checks. But then this incident by itself is not serious enough to warrant any drastic action against Mr. Mwangi, otherwise the Respondents would have terminated his services at that time.

Regarding the allegations against Mr. Mwangi on the banker's order of S. S. Mwange the Court finds that if what the Respondents allege against him is true then that in itself would have entitled them to summarily dismiss him at that time, i.e. in September, 1977. The Respondents, however, did not do so and from the lack of evidence before the Court due to the Respondent's failure to call any witnesses on the very serious allegations against Mr. Mwangi the Court must find them unproved. The Respondents have tried to implicate Mr. Mwangi through copy letters written by B. K. Mwillo and A. W. Kithikii which appear in their appendices 11 and 12 but the Court is not prepared to act on such inadequate and doubtful evidence of people who confess to have conspired with Mr. Mwangi in a criminal offence.

Mr. Mwillo wrote as follows regarding this banker's order:—
"The banker's order in question was brought to me for verifying the signature by Mr. Mwangi about two weeks ago. He was holding on to the signature of the customer and when I glanced at once to the signature which was of an old account holder I recognized it and initialled in the appropriate box in the stamp impression."

A. W. Kithikii wrote as follows:-

"I regret and sincerely apologize for the part I played in the affair of altering the documet. I did this under the influence of fear due to threat and attitude of approach by my senior officer it was unwise for me to be used ridiculously but realized his aims and intents very late.

Since employed I have kept my records faithful to the bank as my employer but I fear that they might have been stained by the consequences of this offence which I swear I had no criminal intent as I was put in it unknowingly."

As stated earlier the Court has no alternative but to reject these allegations for not having been proved by the Respondents.

The Court would now like to refer to the Chief Inspector's report to the Senior Executive Director regarding the former's visit to Kitui on 7th September, 1977. The Respondents reproduced the report dated 9th September, 1977, in their appendix 16 which was marked strictly private and confidential. Mr. Mwangi denied any knowledge of having seen this report and on the contrary produced a copy of a report which the Chief Inspector had forwarded to the Manager Administration and Finance on 8th September, 1977. The Court is not prepared to act on a document which was a private memo between the Chief Inspector and the Senior Executive Director in the absence of the former having been called to give evidence on oath in order to be cross examined by the Claimants.

Mr. Mwangi was asked to answer certain questions which he did although the Respondents thought his answers to be unsatisfactory.

On 20th September, 1977, Mr. Mwangi was informed that one Mr. J. M. Kioko would take over the control of the Kitui branch with immediate effect and Mr. Mwangi was asked to

report to the head office on 29th September for interview. On 29th September, 1977, he was served with the following letter:—

"We refer to our letter of 23rd December, 1976, advising you of the extension of your probation and now advise that we are unable to confirm you in an appointment of M.G. 7.

In the circumstances you will revert to M.G. 8 and your salary will be paid at your substantive rank of Sh. 84,864 p.a. with effect from today.

We take this further opportunity to remind you that unless a marked improvement in your conduct is evident we shall be forced to give serious consideration to the question of your continuation in our service at the rank of M.G. 8."

The Court would now like to deal with the final stage of Mr. Mwangi's employment with the Respondents when he was transferred to their Mombasa branch on 30th September, 1977. Mr. Mwangi stated on oath that when he reported on duty at Mombasa he was given no formal post and he was being frustrated there. He said this continued until sometime in February, 1978, when he was asked to go and run the Respondents' Makupa Agency at Mombasa. The Respondents refuted this allegation but unfortunately for them they could not call any witness to testify that Mr. Mwangi was given certain duties on being transferred to the Mombasa Branch. So the Court is left with no alternative but to accept as true what Mr. Mwangi stated during evidence.

On 21st February, 1978, the Respondents wrote a letter to Mr. Mwangi in which they alleged that he had displayed reluctance to go to Makupa Agency and had uttered derogatory words which were not expected from officer of his rank. It was also written in this letter that he was transferred to Mombasa on disciplinary grounds and also to enable him to rehabilitate himself as his performance as Branch Manager at Kitui left much to be desired. The Court must point out that there is no evidence whatsoever prior to this letter that Mr. Mwangi was being disciplined and rehabilitated by being transferred to Mombasa.

Thereafter Mr. Mwangi was served with further letters impressing upon him that he was being sent to assume the control of Makupa Agency in order to give him an opportunity of serving the Agency to prove himself capable in this smaller unit as part of his rehabilitation.

Mr. Mwangi replied to these letters by requesting an assignment with any relevant managerial duties which conformed to his grade.

Mr. Mwangi while giving evidence stated that as a clerk during his service with the Respondents he used to control agencies and therefore felt that his transfer to Makupa Agency was most unfair and was intended to completely frustrate him in his employment.

Mr. Mwangi was served with a final letter of instructions to assume the post of officer-in-charge of Makupa Agency on 22nd March, 1978, but he again referred the Respondents to his previous reply and his services were then terminated on 30th March, 1978.

The Court has to determine if in the aforesaid circumstances Mr. Mwangi's repeated disobedience of instructions at the Treasury Square branch, Mombasa, justified the Respondents in terminating his employment.

The Court while appreciating the Respondents' submission that Mr. Mwangi's services were not terminated for irregularities committed at Kitui branch must point out that according to the Respondents themselves they had transferred Mr. Mwangi to Mombasa in order to discipline and rehabilitate him. So these alleged irregularities do have an important bearing on this dispute. The Court has already commented on this aspect of the dispute in detail and has come to the conclusion that the Respondents failed to prove the most serious irregularities alleged to have been committed by Mr. Mwangi. In fact they did not even tell Mr. Mwangi at any stage until sometime in February, 1978, that he had been transferred to Mombasa on disciplinary grounds and for rehabilitation.

The allegation against Mr. Mwangi of refusing to return guest house cutlery is there but the Court does not find that to be serious enough to warrant any disciplinary action against him. The Court has carefully gone through the relevant documents that were produced by the Claimants and which were not challenged by the Respondents and has come to the same conclusion as the Respondents themselves came to in or about August, 1977, that Mr. Mwangi had been put in a difficult position on the complaint of Said Salim Mwange. Mr. Mwangi in his evidence had clearly stated that the matter of S. S. Mwange had started in 1974 when the present Staff Manager was the Manager at Kitui branch. S. S. Mwange had ordered certain goods from African Retail Traders which were received by

the bank on 3rd November, 1974 and were released to the customer but African Retail Traders were not paid for the cost of these goods. Mr. Mwangi added that this company claimed payment in July, 1977, soon after he had resumed duties in June and his branch therefore debited S. S. Mwange's account by Sh. 13,663 and paid it to African Retail Traders.

Mr. Mwangi's above statement seems to have been corroborated by a letter which the Respondents' Manager Administration and Finance wrote to Mr. Ndeto Mututo, advocate, Kitui, on 24th August, 1977. In this letter it is written as follows:—

"We refer to your letter of 19th August last which we regret that we do not understand.

We cannot see that there is anything to be settled in or out of court. Mr. Mwange had goods delivered to him on 3rd November, 1974, for which he has ultimately had to make payment.

Is he denying receipt of the 37 cartons of goods?"

The Court has also carefully considered the matter of the deductions on behalf of the income tax from the account of S. S. Mwange and here again the Court is constrained to give the benefit of doubt to Mr. Mwangi.

After careful consideration of all the submissions the Court finds that problems did arise at Kitui during the time when Mr. Mwangi was the Manager but neither the Respondents, otherwise they would have terminated his services at that time, nor the Court can hold Mr. Mwangi responsible directly for these problems. The Court is satisfied that it is for this reason that the Respondents decided first to extend his probation as a Manager and then not to confirm him in that grade and transferred him to Mombasa.

With this background the Court has come to the conclusion that the Respondents' action in ordering a person in the substantive rank of M.G. 8 earning a salary of Sh. 84,864 p.a. to go and assume the control of an Agency to be most unreasonable and was indeed intended to force him to resign. The Court is very mindful of the fact that employees should not disobey lawful orders but at the same time the employers cannot escape their obligations in this regard to ensure that such orders are reasonable and consistent with the duties which go with the respective grades of their employees. The Court finds that Mr. Mwangi's reply asking to be assigned duties which were relevant to his grade was not an unreasonable request in the face of a transfer which was intended to demoralize him rather than rehabilitate him.

After careful consideration of all the submissions the Court has come to the conclusion that Mr. Mwangi has suffered a wrongful dismissal but the Court is not inclined to either award his reinstatement or heavy compensation as demanded by the Claimants.

The Court finds that Mr. Mwangi was not confirmed in Grade 7 and it was the Respondents' prerogative which they exercised against him, and the Court may add, with some justification. So his salary at the time of termination of his services was Sh. 84,864 p.a. The Respondents have already given him credit for one months salary in lieu or notice amounting to Sh. 7,257/50. The Court is not concerned with the deductions due to income tax from Mr. Mwangi because if the Claimants' allegations that Mr. Mwangi did not owe the income tax the amount was deducted by the Respondents from the amount which was due to him then the Claimants should ask for a refund from the Income Tax Department.

In assessing the compensation that Mr. Mwangi should get for the wrongful dismissal that he has suffered, the Court has taken into consideration all the circumstances relevant to this dispute. The Court has decided that Mr. Mwangi should get an additional three months' salary amounting to Sh. 21,772/50 by way of compensation for the wrongful dismissal that he has suffered. This amount should be in addition to the terminal benefits and incidental expenses that the Respondents worked out in their appendix 32.

Given in Nairobi this 27th day of April, 1979.

SAEED R. COCKAR, Judge.

Z. M. ANYIENI, Deputy to the Judge.

C. KIBACHIA,

Member.

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 eight applications appearing hereunder are proceeding in the name of General Motors Kenya Limited, a limited liability company organized and existing under the Laws of Kenya, assembler and merchant, of P.O. Box 30527, Nairobi, and c/o Messrs. Hamilton Harrison & Mathews, advocates, P.O. Box 30333, Nairobi.

IN CLASS 7—SCHEDULE III



25730.—Machines, machine tools and motors and parts of the foregoing, included in this Class 7. To be associated with TMA. Nos. 25731, 25734 and 25735. 2nd March, 1979.

In Class 9—Schedule III

25731.—Meters, indicators, gauges and other instruments and apparatus contained in this Class 9. To be associated with TMA. Nos. 25730, 25734 and 25735. 2nd March, 1979.

IN CLASS 12—SCHEDULE III

25732.—Motor vehicles and parts and accessories thereof included in this Class 12. To be associated with TMA. Nos. 25733, 25736 and 25737. 2nd March, 1979.

IN CLASS 16--SCHEDULE III

25733.—Stationery, printed matter, books, newspapers and periodicals; cartons, boxes, packages and packing material made wholly or partly of paper or cardboard and included in this Class 16. To be associated with TMA. Nos. 25732, 25736 and 25737. 2nd February, 1979.

IN CLASS 7-SCHEDULE III



25734.—Machines, machine tools and motors and parts of the foregoing, included in this Class 7. To be associated with TMA. Nos. 25730, 25731 and 25735. 2nd March, 1979.

IN CLASS 9-SCHEDULE III

25735.—Meters, indicators, gauges and other instruments and apparatus contained in this Class 9. To be associated with TMA. Nos. 25730, 25731 and 25734. 2nd March, 1979.

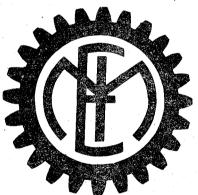
IN CLASS 12—SCHEDULE III

25736.—Motor vehicles and parts and accessories thereof included in this Class 12. To be associated with TMA. Nos. 25732, 25733 and 25737. 2nd March, 1979.

IN CLASS 16—SCHEDULE III

25737.—Stationery, printed matter, books, newspapers and periodicals; cartons, boxes, packages and packaging material made wholly or partly of paper or cardboard and included in this Class 16. 2nd March, 1979.

IN CLASS 7—SCHEDULE III



25677.—Machines and engineering equipments. MIOME (KENYA) LIMITED, a limited liability company registered under the Laws of the Republic of Kenya, manufacturers and merchants, of Moi Avenue, P.O. Box 11762, Nairobi, and c/o Messrs. Oraro and Company, advocates, P.O. Box 51236, Nairobi. 14th February, 1979.

The two applications appearing hereunder are proceeding in the name of Roc International, a joint stock company, of 5, Rue C.M. Spoo in Luxembourg, Grand Duchy of Luxembourg, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

In Class 3—Schedule III



25324.—Dermatological cosmetic products. To be associated with TMA. No. 25325. 24th October, 1978.

IN CLASS 5-SCHEDULE III

25325.— Cosmetic products having dermatological properties. To be associated with TMA. No. 25324. 24th October, 1978.

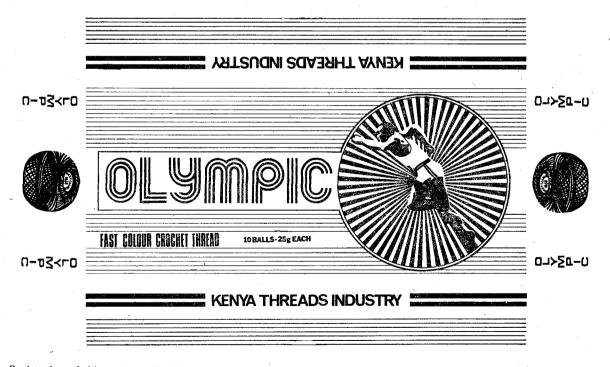
The two applications appearing hereunder are proceeding in the name of Kenya Threads Industry Limited, a private limited firm, manufacturers and merchants, of P.O. Box 41975, Nairobi.

IN CLASS 24—SCHEDULE III



Registration of this trade mark shall give no exclusive right to the words "Supa Fine" and the device of threads. 25924.—Threads (reels, balls, cones and skiens) for sewing, knitting, crochet, and embroidery—yarn. To be associated with TMA. Nos. 25023 and 20415. 3rd April, 1979.

IN CLASS 23—SCHEDULE III



Registration of this trade mark shall give no right to the exclusive use of the device of threads.

25923.—Threads (reels, balls, cones and skiens) for sewing, knitting, crochet and embroidery—yarn. To be associated with TMA. Nos. 25924 and 20415. 3rd April, 1979.

IN CLASS 30-SCHEDULE III



24979.—Bread, biscuits and confectionery. Aurora Baking Co. (1975) Ltd., a company registered under the existing Laws of Kenya, bakers and merchants, of P.O. Box 12597, Nairobi. 15th June, 1979.

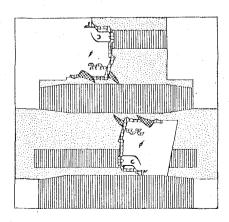
IN CLASS 9-SCHEDULE III



21273.—Television receiving apparatus and television transmitting apparatus. Sound reproducing apparatus including sound-playing apparatus and recording apparatus for records and for tapes, phonographs, cartridge tape players. Tubes, including vacuum tubes, television tubes, cathode ray tubes. Electrical control apparatus including tuning and control mechanism for electrical apparatus and electric and sonic remote control devices. Radio receiving apparatus and radio transmitting apparatus. Paging apparatus and public address apparatus. Closed circuit television systems. Telephone handsets; apparatus for telecommunication systems having voice and direct viewing facilities; wired and wireless signal and voice communication and control apparatus. Electrical measuring apparatus including meters for making electrical measurements. Electrical testing equipment. Radio antenna apparatus and antenna towers. Electric power equipment for converting one type of current to another. Piezoelectric crystals including piezoelectric crystal oven apparatus. Remote alarm indicating systems. Indicating equipment and control equipment for use in vehicles. Elapsed time meter. Semiconductors. Electric ignition apparatus. Telecommunications systems. Supervisory control systems. Parts of each of the foregoing. MOTOROLA INC., a corporation organized and existing under the Laws of the State of Delaware, United States of America, O'Hare Plaza, 5725 East River Road, Chicago, Illinois, United States of America, and c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi. 26th July, 1974.

The two applications appearing hereunder are proceeding in the name of Nestle's Products Limited, of Nestle House, Collins Avenue, Nassau, Bahama Islands, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa.

IN CLASS 30-SCHEDULE III



Trade mark is limited to colours red, yellow, black and white. 25727.—Foodstuffs having a base of rice, of flour or of cereals, also in the form of ready-made dishes; sauces; aromatizing or seasoning products for food. 1st March, 1979.

IN CLASS 29-SCHEDULE III

Trade mark is limited to colours red, yellow, black and white. 25726.—Vegetables, fruit, meat, poultry, fish and alimentary, products originating from the sea, all these products in the form of extracts, soups, jellies, pastes, preserves, ready-made dishes and frozen or dehydrates preserves, as well as in crisp form; edible oils and fats; mayonnaise; protein preparations for food. 1st March, 1979.

The two applications appearing hereunder are proceeding in the name of Greenham Group Limited, a British company, manufacturers and merchants, of 671 London Road, Islesworth, Middlesex, TW7 4EX, England, and c/o Messrs. Atkinson, Cleasby & Satchu, advocates, P.O. Box 90121, Mombasa.

IN CLASS 12-SCHEDULE III



B25420.—All goods included in Class 12. 28th November, 1978.

IN CLASS 19—SCHEDULE III

B25421.—All goods included in Class 19.

AMENDMENT OF SPECIFICATION OF GOODS

TMA. No. B24130.—"HEIDELBERG" in Class 7 (Schedule III). Advertised under Notice No. 1205, page 444, Kenya Gazette dated 28th April, 1978. The specification of goods have been amended to read: "Machines and machines, sheet-printing presses generally, printing machines rotary, printing machines, sheet-fed rotary printing machines, reel-fed rotary printing machines, platen typographic machines, punching and relief printing machines, auxiliary machines, accessories, attachments, parts of components and fittings for all aforesaid goods. Address for service c/o Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

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

GAZETTE NOTICE NO. 1257

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. P2955 of 1979 in the Kenya Register of Patents on the 19th day of April, 1979.

SCHEDULE

No. of application.—P2955.

Date of application.—19th April, 1979.

Name of applicant.—Ciba-Geigy Ag, a Swiss Body Corporation, of Basle, Switzerland.

SCHEDULE

Particulars of grant in the United Kingdom:— No.—1,438,311.

Date.—29th September, 1976.

Date of filing complete specification.—5th June, 1973.

Complete specification published.—3rd June, 1976.

Nature of invention.—Chloroacetanilides for Regulating Plant Growth.

Documents, etc., filed in registry:-

- (a) One certified copy of the specification (including drawings and "Office Copy" of letters patent) of the United Kingdom patent.
- (b) Certificate of the Comptroller-General of the United Kingdom Patent Office.
- (c) Authorization in favour of Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

Nairobi, 26th April, 1979. M. L. HANDA,
Deputy Registrar-General.

GAZETTE NOTICE No. 1258

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. P2956 of 1979 in the Kenya Register of Patents on the 19th day of April, 1979.

SCHEDULE

No. of application.-P2956.

Date of application.—19th April, 1979.

Name of applicant.—Airflo (Private) Limited.

Particulars of grant in the United Kingdom: -

No.—1,509,424.

Date.-30th August, 1978.

Date of filing complete specification.—30th August, 1975.

Complete specification published.—4th May, 1978.

Nature of invention.—Heat Exchangers for Heating Air.

Documents, etc., filed in registry:-

- (a) One certified copy of the specification (including drawings and "Office Copy" of letters patent) of the United Kingdom patent.
- (b) Certificate of the Comptroller-General of the United Kingdom Patent Office.
- (c) Authorization in favour of Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

Nairobi, 26th April, 1979. M. L. HANDA,
Deputy Registrar-General.

GAZETTE NOTICE No. 1259

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. P2954 of 1979 in the Kenya Register of Patents on the 19th day of April, 1979.

SCHEDULE

No. of application.-P2954.

Date of application.—19th April, 1979.

Name of applicant.—Ciba-Geigy Ag, a Swiss Body Corporation, of Basle, Switzerland.

Particulars of grant in the United Kingdom: -

No.-1,438,312.

Date.—29th September, 1976.

Date of filing complete specification.—5th June, 1973.

Complete specification published.—3rd June, 1976.

SCHRDULE.

Nature of invention.—An N-Substituted Chloroacetanilide for Regulating Plant Growth.

Documents, etc., filed in registry:-

- (a) One certified copy of the specification (including drawings and "Office Copy" of letters patent) of the United Kingdom Patent.
- (b) Certificate of the Comptroller-General of the United Kingdom Patent Office.
- (c) Authorization in favour of Messrs. Kaplan & Stratton, advocates, P.O. Box 40111, Nairobi.

Nairobi, 26th April, 1979. M. L. HANDA, Deputy Registrar-General.

GAZETTE NOTICE No. 1260

THE TRADITIONAL LIQUOR ACT

(Cap. 122)

KIAMBU LIQUOR LICENSING BOARD

DULY authorized by the Provincial Commissioner, Central Province, Nyeri, a special sitting of the Kiambu Liquor Licensing Board will be held on Monday, the 14th May, 1979, at Kiambu County Council's Chamber at 10 a.m. to consider applications received.

A list of the applications may be seen at the District Commissioner's Office, Kiambu.

M. N. KABUGI, Chairman, Kiambu Liquor Licensing Board.

GAZETTE NOTICE No. 1261

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. 142 of 1979

By Chanda Singh of P.O. Box 41374, Nairobi in Kenya, the executor named in the deceased's will, through S. S. Sandhu, advocate of Nairobi aforesaid, for a grant of probate of the will of the late Kehar Singh, son of Bhagwan Singh of Nairobi, who died there on the 12th day of June, 1978.

(2) Cause No. 141 of 1979

By Neville Patrick Gibson Warren of P.O. Box 40034, Nairobi in Kenya, the duly constituted attorney of Hector Segar Bastard of Natal in South Africa and Lawrence George Aggett Bastard of Belgium, the deceased's sons and the executors named in his will, through Messrs. Daly & Figgis, advocates of Nairobi aforesaid, for a grant of letters of administration with a certified copy of the will annexed of the late Ethel Marjorie Bastard of Iatal aforementioned, who died at Pietmaritsburg in Natal aforesaid, on the 14th day of December, 1976.

(3) Cause No. 143 of 1979

By Barclays Bank of Kenya Limited of P.O. Box 30356, Nairobi in Kenya, the duly constituted attorney of Barclays Bank International Limited of London, through Messrs. Shapley, Barret & Co., advocates of Nairobi aforesaid, for resealing in Kenya of probate granted on the 14th day of August, 1978, by the District Probate Registry at Brighton in the High Court of Justice in England, of the will of the late Angela Cecil Hawksley-Hill, who died at Nairobi on the 20th day of December, 1977.

(4) Cause No. 144 of 1979

By Ngige Kitson Mondo of P.O. Box 209, Kikuyu in Kenya, the deceased's son for a grant of letters of administration intestate to the estate of the late Peter Mondo of Kikuyu aforesaid, who died there on the 7th day of April, 1978.

Nairobi,

(5) Cause No. 145 of 1979

By Kenya Commercial Bank Limited of P.O. Box 30664, Nairobi in Kenya, through Messrs. Daly & Figgis, advocates of Nairobi, for a grant of letters of administration intestate to the estate of the late Samuel Mohamed Olela of Nairobi aforesaid, who died there on the 11th day of January, 1978.

This Court will proceed to issue the same unless cause be shown to the contrary and appearance in this respect entered on or before 21st day of May, 1979.

28th April, 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. 1262

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			Date of	Testate
Cause No.	Name of Deceased	Address	Death	Intestate
544/77	Victor John Kha- tete.	P.O. Box 61, Bungoma	4-8-77	Intestate
226/79	Jackson Mwololo Mangoka.	Kilungu Location, Machakos	3–2–79	Intestate
227/79	John Mawili Ma- ngoka.	Kilungu Location, Machakos	3–2–79	Intestate
478/77	Cleophas Gicharu Kirundu.	P.O. Box 84, Nioro	18-5-79	Intestate
459/77	Joseph Nyongwe Kyambia.	Zombe Location, Kitui	19–5–77	Intestate
46/79	Charles S. K. Ka- betu.	Lower Kabete	3–9–78	Intestate
72/79	Michael Kimitei Bartilal.	P.O. Box 301, Nakuru	13–9–78	Intestate
298/77	Habil Muraguri Kabui.	Mucharage, Nyeri	13–10–76	Intestate
301/78	Washington Mu- riithi Githaiga.	P.O. Box 256, Othaya	1-6-77	Intestate
365/77	Genesio Njaumbe	P.O. Box 414, Embu	7–4–76	Intestate
281/79	George Saphan Were.	P.O. Box 5075, Kendu Bay	18-7-77	Intestate
499/77.	Marete Ndegwa	Giachuku, Meru	12–1–76	Intestate
266/79	Agnes Mutheu Kanyele.	P.O. Box 30075, Nairobi	8-4-79	Intestate
265/79	Gideon Muema Kanyele.	P.O. Box 30075, Nairobi	8-4-79	Intestate

Nairobi. 27th April, 1979. H. A. M. KITHYOMA. Assistant Public Trustee.

GAZETTE NOTICE No. 1263

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

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

Cause No. 35 of 1979

By Jabr Ahmed, the father of the deceased, through Messrs. Pandya & Talati, advocates of Mombasa in Kenya, for grant of letters of administration intestate of the late Ahmed Jabr of Samburu, who died on the 10th day of May, 1978, at Samburu.

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

> S. K. MWANGI, Deputy Registrar, High Court of Kenya, Law Courts, Mombasa.

Mombasa, 14th April, 1979.

GAZETTE NOTICE No. 1264

IN THE HIGH COURT OF KENYA AT NAIROBI DIVORCE JURISDICTION

DIVORCE CAUSE No. 17 of 1979 Phyllis Martha Hoarau-Petitioner

George Robert Hoarau-Respondent

To, George Robert Hoarau, late of Mombasa.

TAKE NOTICE that a petition has been filed in the High Court of Kenya at Nairobi, in Divorce Cause No. 17 of 1979, in which you are named as Respondent. Service of the petition on you has been ordered by means of this advertisement. A copy of the summons and petition may be obtained from the Divorce Registry of the High Court of Kenya, Law Courts, P.O. Box 30041, Nairobi.

And further take notice that unless you enter an appearance within 21 days from the date of the publication of this notice, the petition will be heard in your absence.

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

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

GAZETTE NOTICE No. 1265

THE COMPANIES ACT

(Cap. 486)

PURSUANT to section 339, sub-section (5) of the above Act, it is hereby notified that the undermentioned companies have this day been struck off the Register of Companies, and the companies are dissolved:-

neg. Ivo.	rame
1070	Eboo's Petrol Station Limited.
1278	Kisumu Hotel (1946) Limited.
1730	Hassanali's Limited.
1962	Eboos (Agencies) Limited.
5095	Agfacolor Reversal Station (East Africa) Limited.
5615	Continental Investments Limited.
6467	Mutomo Farmers & Traders Company Limited.
7927	Cement & Iron Sheets Limited.
8093	Clay Products (Sales) Limited.
8180	Nairobi African Fishmongers Limited.
8307	Dawida Holdings Limited.
8481	Munyaka Estate Limited.
8539	Karania Traders Limited.
9337	Ravi's (Kenya) Limited.
9363	Besan Limited.
9483	Nyahunyu Company Limited.
10054	Overseas Car Hire and Bookings Limited.
10302	Kenya Chipboard Limited.
11474	Best Oil Products Limited.
12995	Ruby Mining Limited.
13013	Gichamu Petrol Service Station Limited.
1.3016	Baragwe Thayu Traders Company Limited.
13100	Acme Engineering Services Limited.
13121	Akuria Women Group (Kiambaa) Limited.
14015	Nyawira Enterprises Limited.

Lisea Clearing & Forwarding Limited.

Dated this 26th day of April, 1979.

14558

M. L. HANDA, Deputy Registrar of Companies.

THE CAMPANIES ACT

(Cap. 486)

IT IS notified for general information that the following companies have been incorporated in Kenya during the period 1st March to 31st March, 1979:—

Match, 1979.—		Private C	OMPANIES
Name of Company		Nominal Capital Sh.	Address of Registered Office
Highway Furniture Mart Limited J. W. Durity Woods Limited		40,000 100,000	Plot No. L.R. 1108/3/IV, Kimathi Way, Nyeri, P.O. Box 272, Nyeri, L.R. 209/4279, Kencom House, Moi Avenue, P.O. Box 40055, Nairobi.
Ama Consultants Limited Quality Blocks (1979) Limited Agrocom Services Limited		2,000 200,000 2,500,000	L.R. No. 209/8220, Drive Nairobi, P.O. Box 18037, Nairobi, Lambard House Tom Mboya Street, P.O. Box 11536, Nairobi, L.R. No. 209/3546, Travin House, Mfangano Street, P.O. Box 55936, Nairobi.
Bishop Ashton and Partners Limited Virdee Brothers Enterprises Limited		40,000 100,000	Plot No. 209/136/52, Kirinyaga Road, Nairobi, P.O. Box 11585, Nairobi.
Mackintal Commodity International Esta Gemtrade Limited	ablisment Ltd	100,000 100,000	Monrovia Street, L.R. 209/837, P.O. Box 10126, Nairobi L.R. 209/5410, Prudential Assurance Building, Wabera Street, P.O.
Kenya Resources Development Limited		100,000	Box 40053, Nairobi. L.R. 209/5410, Prudential Assurance Building, Wabera Street, P.O. Box 40053, Nairobi.
Smithfield Butchery Limited Mahali General Store Limited	•••	300,000 10,000	L.R. 209/405/1, P.O. Box 21004, Nairobi. L.R. 209/21/7, 3rd Parklands Avenue, Highridge, P.O. Box 29062,
Mathare-ini Housing Company Limited The Simplicity Patterns (Kenya) Limited Kenafro Commercial Services Limited Pinaki (Export) Limited	· · · · · · · · · · · · · · · · · · ·	10,000 10,000 100,000 500,000	Nairobi. Stanbank House, Moi Avenue, P.O. Box 44286, Nairobi. Gloucester House, Tom Mboya Street, P.O. Box 72454, Nairobi. L.R. 209/5092, Mtelo Road, P.O. Box 49229, Nairobi. L.R. 209/561/562, Rahemtulla Trust Building, Moi Avenue, P.O. Box
Saleh Enterprises Limited Patauto Limited		500,000 100,000	49811, Nairobi. Plot No. 2, Sec. XXXVII, Nehru Road, P.O. Box 80963, Mombasa L.R. 209/136/194, Kirinyaga Road, P.O. Box 48398, Nairobi.
Alliance Aggregates Limited Kerco Limited		40,000 300,000 200,000	L.R. 778/XX/12, Ronald Ngala Street, P.O. Box 243, Eldoret. Plot No. 51, Tom Mboya Street, P.O. Box 264. Meru.
Mandera Investments Limited Shelter and Equipment Limited		2,000 20,000	L.R. 209/231/3, Bengal Road, P.O. Box 11056, Nairobi.
The Islands Shipping Company Limited Kibao Publicity Limited	•••	100,000 2,000	L.R. 209/7129, Moi Avenue, Stanbank House, P.O. Box 43843, Nairobi.
Berisford Kenya Limited Sanganyi Tea Factory Company Limited Caslanter Limited Nanak Crankshaft Grinders Limited Oakland Auctioneers and General Agend Savers Cards Limited Tak Group of Companies (East Africa) Murang'a Quarries Limited	cies Limited	100,000 10,000 2,000 1,000,000 100,000 100,000 100,000 50,000 5,000 10,000 200,000 200,000 200,000 200,000 200,000 50,000 200,000 200,000 200,000 40,000	L.R. 209/588, Royalty House, P.O. Box 41684, Nairobi. L.R. 209/989/90, Ngong Road, P.O. Box 47251, Nairobi. L.R. 209/2154, Pemba Road, P.O. Box 2682, Nairobi. Plot No. 8, Kenyatta Road, Mathai House, P.O. Box 269, Nanyuki. L.R. 209/136/70, Kirinyaga Road, P.O. Box 11115, Nairobi. Plot No. 63, Sec. 62, Kakamega Road, P.O. Box 1813, Nairobi. Dagoretti/Karandini/T.75, Nairobi, P.O. Box 43083, Nairobi. L.R. 10519, Plateau, Uasin Gishu District, P.O. Box 626, Eldoret. L.R. 209/584, P.O. Box 50041, Nairobi. L.R. 209/8294/94, Nairobi South C, P.O. Box 73905, Nairobi. L.R. 209/4997, Posta Road, P.O. Box 48446, Nairobi. L.R. 209/622, Tubman Road, P.O. Box 40074, Nairobi. Plot No. 209/139/1, Cross Road, P.O. Box 10219, Nairobi. Commonwealth House, Moi Avenue, P.O. Box 30213, Nairobi. L.R. 209/4295, Off Harambee Avenue, P.O. Box 47089, Nairobi. Commonwealth House, Moi Avenue, P.O. Box 30313, Nairobi. L.R. 209/136/212, Ngarama Road, P.O. Box 11786, Nairobi. L.R. 209/6002, Uniafric House, Koinange Street, P.O. Box 30121, Nariobi. L.R. 209/1850, Union Towers, Mama Ngina Street, P.O. Box 41635, Nairobi. L.R. 330/538, Thomson Estate, Off Mbali Avenue, Masanduka Lane, P.O. Box 72879, Nairobi.
Safeway Auto Clinic		200,000 2,000 2,000	 L.R. 37/316, Lanet Road, Industrial Area, P.O. Box 44447, Nairobi. L.R. 209/5060, P.O. Box 28001, Nairobi. L.R. 209/4914, Esso House, Mama Ngina Street, P.O. Box 40286,
H. P. Parmar (1978) Limited Makinya Limited Safari Rally Limited Tropicana Trading Company Limited Soin Hauliers and Contractors Limited Risk Management Limited		200,000 50,000 280 100,000 100,000 40,000	Nairobi. L.R. 209/2593, Tubman Road, P.O. Box 42734, Nairobi L.R. 209/905 and 209/906, P.O. Box 73137, Nairobi. L.R. 209/7132, AA House, Westlands, P.O. Box 59483, Nairobi. Plot No. 278, Sec. XX Maungano Road, P.O. Box 80539, Mombasa. L.R. 778, Sec. 18, Plot 6, Kenyatta Street, P.O. Box 699, Eldoret. L.R. 209/4292, Solar House, Harambee Avenue, P.O. Box 59806, Nairobi.
Hems International Limited Thegu Company Limited Northern Kenya Expedition Outfitters L Irrigation Systems Limited Othaya Bellevue Hotel Limited	•••	20,000 10,000 2,000 100,000 700,000	Natrobi. Sadler House, Koinange Street, P.O. Box 45021, Nairobi. L.R. 209/3011/5, Cross Road, P.O. Box 73462, Nairobi. L.R. 209/85/77, Upper Hill Road, P.O. Box 43248, Nairobi. L.R. 209/2822, K.C.S. House, P.O. Box 74760, Nairobi. L.R. 209/3926, Jubilee Insurance House, Wabera Street, P.O. Box 52744, Nairobi.
African Vineyards Nyakondo Limited		50,000	Bondo Location, Siaya Disttrict, Nyanza Province, P.O. Box 252, Bondo.
Lamall Limited Lukunga Farmers Company Limited Abba Investments Limited Iyego Rwathia Building Company Limit Bawani Hardware and Electrical Supply Kamondo Gathaithi Ruhonga Company Dodo Limited	ed	100,000 1,000,000 500,000 120,000 100,000 250,000 300,000	Plot No. 801, Malindi, P.O. Box 543, Malindi. L.R. 10550/2, P.O. Box 6006, Rongai, Kenya. L.R. 209/2572, Moi Avenue, P.O. Box 47945, Nairobi. Plot No. 36/1/112, Busagwa Lane, Eastleigh, P.O. Box 16016, Nairobi. Plot No. 26, Sec. 20, Lower Factory Road, P.O. Box 112, Nakuru. Plot No. Githunguri/Ikinu/400, Kiambu, P.O. Box 315, Kiambu. L.R. 209/4297, Kencom House, City Hall Way, P.O. Box 40145, Nairobi.
Armac Enterprises Limited Capricorn Car Hire and Tours Limited	:: :: ::	50,000 20,000	L.R. 209/476, Kenyatta Avenue, P.O. Box 10896, Nairobi. Plot No. 216, Sec. XX, Haile Selassie Avenue, P.O. Box 86197, Mombasa.

PRIVATE COMPANIES—(Contd.)

Name of Company	Nominal Capital Sh	Address of Registered Office
Ngororga Farm Limited Agric Land Developers Limited Kipisa Limited Elephence Limited J & N Equichemicals Company Limited M. E. Murad Limited Seleather Crafts Limited	3,000,000 100,000 20,000 100,000	L.R. 631/284/3, Moi Road, Kericho, P.O. Box 555, Kericho. Plot No. 47, Moi Avenue, P.O. Box 43336, Nairobi. Agip House, Haile Selassie Avenue, P.O. Box 51587, Nairobi. L.R. 209/7851, Kamiti Road, Ruaraka, P.O. Box 30181, Nairobi. L.R. 209/4360/1, Kijabe Street, P.O. Box 47707, Nairobi. L.R. 209/7725, P.O. Box 43577, Nairobi. Plot No. L.R. 209/1996, Raccourse Road, P.I. O. Box 50711,
Archers Mining Company Limited Madahana and Company Limited Reham Trading Company Limited Kagioini Urumwe Company Limited Niembu Limited	2,000 10,000 200,000	Nairobi. L.R. 209/1286/87, Kimathi Street, P.O. Box 30653, Nairobi. L.R. 209/6415, Shauri Moyo, P.O. Box 72309, Nairobi. L.R. 209/586, Many House, Moi Avenue, P.O. Box 43912, Nairobi. Plot No. 743, Kiburu Market Mwerua, Kagtioini, P.O. Box 10, Kerugoya. Lhiafric House, Koinange Street, P.O. Box 54052, Nairobi.
Njembu Limited Luna Tours Limited Mars Vegetable Growers Company Limited Thinji Holdings Limited Lari Nyakinyua (Solai Farm) Limited Lino Hardware (K) Limited	. 20,000 . 20,000 . 10,000 . 50,000	Uniafric House, Koinange Street, P.O. Box 54052, Nairobi. Gilfillan, House, Kenyatta Avenue, P.O. Box 42062, Nairobi. L.R. 209/5425, Butere Road, P.O. Box 44862, Nairobi. Electricity House, Harambee Avenue, P.O. Box 54052, Nairobi. c/o Citizen Registrars Ltd., National Bank Building, Harambee Avenue, P.O. Box 47089, Nairobi. L.R. 209/2452/1, Luthuli Avenue, P.O. Box 54316, Nairobi.
Jaka Investments Limited Experts Limited Agricultural Implements Manufacturers Limited	. 100,000 20,000 150,000	Plot No. 4813/2, Chura Road, P.O. Box 255, Kikuyu. Third Floor, National Bank Building, P.O. Box 58473, Nairobi. Kenya Industrial Estates, Lower Factory Road, Nakuru, P.O. Box 1553, Nakuru.
Pattmanufacturers Limited	. 150,000 . 20,000 . 100,000 . 210,000 . 200,000	Esso House, P.O. Box 59756, Nairobi. Plot No. 15, Etago Market, Kisii, P.O. Box 480, Kisii. L.R. 209/683, Mfangano Street, P.O. Box 59465, Nairobi. L.R. 209/623, Kimathi Street, P.O. Box 40153, Nairobi Plot No. 37, Sec. 29, Accra Road, P.O. Box 1224, Kisumu. Plot No. 37, Sec. 29. Accra Street, P.O. Box 569, Kisumu. Plot No. 631/279, Sec. III, Coronation Road, Kericho, P.O. Box 65,
Midori (Kenya) Limited	2 000	Kericho. L.R. 209/976, Gilfillan House, Kenyatta Avenue, P.O. Box 14943, Nairobi.
Nandi Agricultural Imput Distributors Limited Arcadia Construction Company Limited Solder Manufacturing Limited Jak Hotel Company Limited	. 60,000 . 20,000	L.R. 778/10/XX, Ronald Ngala, Street P.O. Box 979, Eldoret. L.R. 209/546, Cabral Street, Nairobi, P.O. Box 48079, Nairobi, Plot No. L.R. 209/2657, Moktar Daddah Street, P.O. Box 44341,
Nairobi Club Employees Trading Company Limited Dokim Limited Firatsi Jaggery Manufacturers Limited Afri Fashions Limited	. 20,000	Nairobi. L.R. 209/288/3, Chulu Road, P.O. Box 30171, Nairobi. L.R. 209/3295, P.O. Box 59571, Nairobi. L.R. 209/7225, Butere Road, P.O. Box 46283, Nairobi.
Industrial Security Services Limited Favin Limited Domitrade International Limited Voi Bakeries Limited Studio McRae's Limited	. 2,000 . 50,000 . 100,000	L.R. 209/2540/2, P.O. Box 49033, Nairobi. L.R. 209/656, Diamond Trust House, Moi Avenue, P.O. Box 14516, L.R. 209/4875 Cotts House, Wabera Street, P.O. Box 28430, Nairobi. L.R. No. 11/Section 4/Voi, P.O. Box 83797, Mombasa. L.R. 209/4914, Esso House, Mama Ngina Street, P.O. Box 40636,
Farmers Choice Distributors Limited Diversey Technical and Marketing Services Limited	. 500,000 2,000	Nairobi. Plot No. 37/32, Chepkorio Road, P.O. Box 79695, Nairobi. c/o Hamilton Harison and Mathews, Esso House, Mama Ngina Street, L.R. 209/4914, P.O. Box 30333, Nairobi
Kirsom Limited Simbi Investors Limited Finance Security Limited Agode Enterprises Limited Kitui Commercial Distributors Limited Aluor Company Limited Kim Holdings Limited Afripex and Company Limited	. 200,000 . 2,000 . 200,000 . 400,000 . 40,000	IPS Building, Kimathi Street, P.O. Box 59742, Nairobi. Plot No. 631/14/III, Kenyatta Road, P.O. Box 102, Kisii. Esso House, Mama Ngina Street, P.O. Box 48776, Nairobi. Plot No. 1148/548, Accra Street, Kisumu, P.O. Box 569, Kisumu. Plot No. 54, Kitui Town, P.O. Box 63, Kitui. South Gem/Kambare/232, Siaya District, P.O. Box 1624, Kisumu. Plot No. Block 1/95, Kenyatta Road, Nyeri, P.O. Box 660, Nyeri. L.R. 209/6229, Agip House, Haile Selassie Avenue, P.O. Box 45127,
Chane Engineering Works Limited	. 100,000	Nairobi. L.R. 37/67,Solai Road, Off Baricho Road, Industrial Area, P.O. Box 46472, Nairobi.
Njoro Match and Timber Industries Limited Target Engineering Company Limited Youth and Women Group Friendship Company Limited Sawe Holdings Limited	. 25,000	L.R. 519/209, Njoro, Njoro-Elburgon Road, P.O. Box 190, Elburgon. L.R. 293/1, Argwings Kodhek Road, P.O. Box 21634, Nairobi. L.R. 36/III/1037, Ayodhya Street, P.O. Box 16118, Nairobi. L.R. 451/VI/29, Kenyatta Avenue, Nakuru, P.O. Box 908, Nakuru.

IT IS further notified that the following companies incorporated outside Kenya having established a place of business in Kenya has delivered particulars of or registration:—

Name of	Comp	any		Nominal Capital	,	Address of Registered Office	
Food for the Hungry Inc. Upjohn S.A Bish International B. V.			•••	F.30,000,000 DG.500,000	United States of Belgium. Holland.	America.	

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 schedule hereto have been registered under the provisions of the Societies Act (Cap. 108).

SCHEDULE

Name of Society	Date of Registration
Kabuya Walfare and Development	23-4-79
Osero Ojwang' Society	23-4-79
Lukhale Welfare Association	23-4-79
Mbooni Kikandu Muthwani Yandue Welfare	
Association	23-4-79
Kanyojero Welfare Association Nairobi	24-4-79
Ebwitende Brothers Society	24-4-79
New Mutomo Welfare Society	24-4-79
Umoja Dandora Group	24-4-79
Amathi Endana Association	24-4-79
Kotieno Kokech Association	24-4-79
Kimango Sports Club	25-4-79
Mukate Distributors and Transporters Union	25-4-79
African Association for Public Administration and	23-4-17
Management Kenya Chapter	25-4-79
Nairobi Umoja Estate Welfare Club	26-4-79
Total St. Total St. C.	26-4-79
Islami Islamiyya of Kenya Nairobi Branch	20-4-79

Dated at Nairobi this 27th day of April, 1979.

J. ALLAN, Assistant Registrar of Societies.

Gazette Notice No. 1063 of 12th April, 1979 in so far as it relates to Oriang Welfare Association is cancelled.

GAZETTE NOTICE No. 1268

THE CO-OPERATIVE SOCIETIES ACT

(Cap. 490, section 64)

APPOINTMENT OF COMMITTEE

IN EXERCISE of the powers vested on me by section 64 of the Co-operative Societies Act, I hereby extend the appointment of the hereinbelow mentioned persons as members of the management committee of Komothai Coffee Growers' Co-operative Society Limited for a period of one year commencing from 30th January, 1979 (now past) to 29th January, 1980:—

Chairman.—District Officer I, Githunguri Division.

Vice-Chairman.—Chief, Ruiru Location.

Secretary.—Assistant Agricultural Officer, Githunguri Division.

Treasurer.—Assistant Education Officer, Githunguri Division.

Member.—District Coffee Officer, Kiambu District.

And I further order that the allowances of the Committee members who are not civil servants shall be paid out of the funds of the said society.

Given under my hand at Nairobi this 23rd day of April, 1979.

L. N. MUCEMI,

Commissioner for Co-operative Development.

GAZETTE NOTICE No. 1269

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. 37/79—Stationery

Books feint ruled, Books shorthand note, Field note book, Duplicating papers, Envelopes buff manilla, File box and manila, Gloy, Ink blue and black, Duplicating ink black, Ink red and violet endorsement, Ink stands, Pads for rubber stamps violet. Carbon papers, Papers typewriter, Pens ball point, Pencils, Punches Paper, Ribbons typewriter and adding machine, Twine sisal and Wrapping paper brown.

Tender No. 38/79—Hydraulics

Bib and stop cocks brass, Air valves, Ball valves, Fullway valves, Bends G.I. socketted, Bushes reducing G.I. Elbows G.I., Nippler barrel G.I., Plug G.I. Union sockets G.I., Sockets reducting G.I. and Gulley Traps.

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 unrefundable charge of K.Sh. 150 per set of two.

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 25th May, 1979 at 10 a.m.

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

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

D. C. KUNG'U,

Officer-in-Charge,

Supplies Branch.

GAZETTE NOTICE No. 1270

MINISTRY OF WORKS

Tender Notice No. 41/79

Drawing Office Materials, Tools, Plant and Survey Equipment

TENDERS are invited for the supply of drawing office materials, tools, plant and survey equipment to the Chief Architect, Ministry of Works, Nairobi during the period ending 30th June, 1980.

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

Samples to which all future supplies shall conform must be submitted on or before the closing date and time, failure to which the tenderer will be disqualified.

Tender documents giving the necessary details should be collected from the undersigned or sent on written request, upon payment of unrefundable nominal charge of K.Sh. 150 per set of two.

Tenders must be enclosed in plain sealed envelopes marked "Tender No. 41/79 Drawing Office Materials, Tools, Plant Survey Equipment" 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 25th May, 1979 at 10 a.m.

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

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

GAZETTE NOTICE No. 1271

MINISTRY OF AGRICULTURE

TENDER NOTICES

Tender No. 113/78-79—Chloroform, xylene and trypsin 1:250.

Tender No. 119/78-79—Pre-fabricated metal houses (miniports) for Kisumu.

Tender No. 120/78-79-Fertilizers.

Tender No. 121/78-79-Acaricides.

Tender No. 122/78-79—Animal feeds.

Tender No. 123/78-79—Binocular inverted laboratory microscope, vertical slab gel electrophoresis cell and accessories and colony counter solid digited read-outs counting circuit peripheral, flourescent illuminated.

TENDERS are invited for the supply of the above-mentioned items for the Ministry of Agriculture.

Tender forms with the conditions of contract/schedule of requirements/specifications may be obtained from the Senior

Supplies Officer, Ministry of Agriculture, on payment of non-refundable nominal fee.

Tenders will only be accepted if submitted on the prescribed forms.

The completed documents showing prices against the items as unit price and the means for delivery specified in the tender must be forwarded and placed in the Tender Box provided at Kilimo House, ground floor, or posted to the Senior Supplies Officer, so as to reach him not later than 10 a.m., 18th May, 1979.

The tender must be submitted in plain envelope properly sealed with a wax seal and only marked on the outside "Tender No. for There must be no indication of the tenderers name on the envelope and failure to observe this requirement may disqualify the tenderer.

Price quoted must remain valid for ninety days.

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

> S. H. NG'ANG'A, for Senior Supplies Officer/ Permanent Secretary.

GAZETTE NOTICE No. 1272

OFFICE OF THE PRESIDENT ISIOLO DISTRICT

TENDER No. 2/79—TRANSPORTATION OF MILK TO PRIMARY SCHOOLS

TENDERS are invited for the transportation of milk to all primary schools in Isiolo District beginning from 7th May to 31st December, 1979. Prices quoted must be per running kilometre and the tonnage of the vehicle must also be shown clearly.

Tender applications must be enclosed in plain sealed envelopes marked "Tender for Transportation of Milk to Schools", and addressed to the District Commissioner, P.O. Box 3, Isiolo, or be placed into the Tender Box in the District Clerk's Office, Isiolo, so as to reach him on or before 4th May, 1979, at 4,30 p.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.

R. C. MUTURI, for District Commissioner, Isiolo.

GAZETTE NOTICE No. 1273

OFFICE OF THE PRESIDENT KENYA POLICE

Tender No. 11/78-79

Manufacture of Steel Vehicle Bodies

TENDERS are invited for the manufacture of 56 steel bodies as specified here under:—

Specifications.—13' long 8' wide 2' 6" high of solid walls 1' 6" pipe superstructure. Canopy Rails to be mounted on the Super Structure. Total height to be 6' from the body floor.

Fixed side with drop tail board. Body floor $\frac{1}{8}$ mild steel with 3/16" cross members. The body floor should provide wheel arch on both rear sides and mud guards should be fitted. Provision to be made for fitting the spare wheel on side wall at the rear. Bracket for Jack, pick and shovel to be provided together with a locable tool box. Two folding wooden seats should be fixed on the sides, rear lights will be fitted with stones guards. Cross members to be mounted on good natured wooden runners. The bodies to be painted in primer and are for fitment to Isuzu 4 x 4 lorries. Sample of the bodies required can be viewed from Central Police Workshops Likoni Road, Nairobi.

Tenders in plain sealed envelopes marked "C.T.O. 11/78-79" and addressed to the Commissioner of Police P.O. Box 30083, Nairobi or placed in a tender box at Police Headquarters so as to reach him not later than 10 a.m. on 8th May, 1979.

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

> S. K. KOINANGE, Administrative Secretary.

GAZETTE NOTICE No. 1274

THE GOVERNMENT LANDS ACT

(Cap. 280)

MBAKALE TOWNSHIP—PLOTS FOR SHOPS OFFICES AND FLATS (EXCLUDING SALE OF PETROL)

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

- 2. Applications may be sent so as to reach the Clerk to the County Council, Private Bag, Bungoma, not later than noon on 4th June, 1979, and should not be sent direct to the Commisioner of Lands, Nairobi.
- 3. Applicants must enclose with their applications a bank cheque, postal order, money order or cash for Sh. 1,000 made payable to the Commissioner of Lands as deposit. Personal cheques will not be accepted. The deposits will be dealt with as follows:—
 - (a) Credited to a successful applicant.
 - (b) Refunded to an unsuccessful applicant.
 - (c) Forfeited if a successful applicant fails to pay within 30 days of the offer of a plot from the date of the letter of allotment, and the applicant shall have no further claim thereto.
- 4. Each application should be accompanied by a statement indicating:—
 - (a) The amount of capital available for the purchase of the plot.
 - (b) The amount of capital available for the development of the plot. Attach bankers statement of his/her account, letter or any other evidence of financial status in support.
 - (c) The manner in which it is proposed to raise the balance required for development if any.
 - (d) Full details of both residential or commercial properties owned by the applicant in this town.
 - (e) Individual applicants must quote their identity card numbers and their nationalities.
 - (f) In case of companies, names of directors must be included and a photostat of the company's registration certificate.
- 5. The successful allottee of a plot to pay to the Commissioner of Lands within 30 days of notification that his/her/their application has been successful, the stand premium, initial annual rent with conveyancing, stamp duty, survey and registration fees and provisional service charges if any. In default of payment within the specified time, the Commissioner of Lands shall cancel the allocation of the plot and the allottee shall have no claim to the plot or the deposit paid on application.

General Conditions

- 1. The grant/lease will be made under the provision of the Government Trust Lands Act (Cap. 280 of the Laws of Kenya), and title will be issued under the Registration of Titles Act (Cap. 281) or the Registered Land Act (Cap. 300) as the case may be.
- 2. The grant/lease will be issued in the name(s) of the allottee(s) as given in the letter of application and will be subject to special conditions set out below.
- 3. The term of the grant/lease will be for 99 years from the first day of the month following the issue of the letter of allotment

Special Conditions

- 1. No buildings shall be erected on the land nor shall additions or external alterations be made to any building otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the Local Authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
- 2. The grantee shall within six calendar months of the actual registration of the grant submit in triplicate to the Local Authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for disposing of sewage, surface and sullage water), drawings and specifications of the buildings the grantee proposes

to erect on the land and shall within 24 months of the actual registration of the grant complete the erection of such buildings and the construction of the drainage system in conformity with plans, drawings, elevation and specifications as amended (if such be the case) by the Commissioner:

Provided that notwithstanding anything to the contrary contained in or implied by the Government Lands Act if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term 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 rapair and condition all buildings at any time erected on the land.
- 4. Should the grantee give notice in writing to the Commissioner of Lands that he/she/they is/are unable to complete the buildings within the period aforesaid, the Commissioner of Lands may (at the grantee's expense) accept a surrender of the land comprised herein:

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

- 5. The land and buildings shall only be used for shops, offices and flats (excluding the sale of petrol).
- 6. The buildings shall not cover a greater or a lesser area of the land as may be laid down by Local Authority in its by-laws.
- 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 thereof, except with the prior consent in writing of the President no application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 2 has been performed.
- 10. The grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within seven days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.
- 11. The grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the Commissioner may assess.
- 12. Should the Commissioner of Lands at any time require the said roads to be constructed to a higher standard the grantee shall pay to the Commissioner of Lands on demand such proportion of the cost of such construction as the Commissioner may assess.
- 13. The grantee shall pay such rates, charges, duties, assessments or outgoings of whatever description as may be imposed, charged or assessed by the Government or Local Authority upon the land or the buildings erected thereon, including any contribution or other sum paid by the President, in lieu thereof.
- 14. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains, service pipes and drains, telephone or telegraph wires and electric mains of all descriptions whether overhead or underground and the grantee shall not erect any building in such a way as to cover or interfere with any existing alignments of main or service pipes of telephone or telegraph wires and electric mains.
- 15. The Commissioner of Lands reserves the right to revise the annual ground rental payable hereunder after the expiration of the 33rd and 66th year of the term hereby granted. Such rental will be at the rate of 4 per centum as assessed by the Commissioner of Lands.

SCHEDULE

Plot No.	Area in Hectarcs	Stand Premium	Annual Rent	Survey Fee	Road Charges
		Sh.		Sh.	
32	0.0612	1,680	336	1,060	On
35	0.048	1,440	288	1,060	demand
36	0.048	1,440	288	1,060	,,
38	0.048	1,440	288	1,060	,,
39	0.048	1,440	288	1,060	,,.
41	0.093	3,240	648	1,060	,,
- 55	0.048	1,140	228	1,060	,,
56	0.048	1,140	228	1,060	,,

GAZETTE NOTICE No. 1275

THE GOVERNMENT LANDS ACT

(Cap. 280)

ELUNYITO TOWNSHIP—LUGARI SETTLEMENT SCHEME—PLOTS FOR SHOPS AND RESIDENTIAL PURPOSES AND WORKSHOPS AND RESIDENCE ONLY

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

- 2. Applications may be sent so as to reach the Clerk to the Council P.O. Box 36, Kakamega not later than noon 4th June, 1979, and should not be sent direct to the Commissioner of Lands, Nairobi.
- 3. Applicants must enclose with their applications a bank cheque, postal order, money order or cash for Sh. 1,000 made payable to the Commissioner of Lands as deposit personal cheques will not be accepted. The deposits will be dealt with as follows:—
 - (a) Credited to a successful applicant.
 - (b) Refunded to an unsuccessful applicant.
 - (c) Forfeited if a successful applicant fails to pay within 30 days of the offer of a plot from the date of the letter of allotment, and the applicant shall have no further claim thereto.
- 4. Each application should be accompanied by a statement indicating:—
 - (a) The amount of capital available for the purchase of the plot.
 - (b) The amount of capital available for the development of the plot. Attach bankers statement of his/her account, letter or any other evidence of financial status in support.
 - (c) The manner in which it is proposed to raise the balance required for development if any.
 - (d) Full details of both residential or/commercial properties owned by the applicant in this town.
 - (e) Individual applicants must quote their Identity cards numbers and their nationalities.
 - (f) In case of companies, names of directors must be included and a photostat of the company's registration certificate.
- 5. The successful allottee of a plot to pay to the Commissioner of Lands within 30 days of notification that his/her/their application has been successful, the stand premium, initial annual rent with conveyancing, stamp duty, survey and registration fees provisional service charges if any. In default of payment within the specified time, the Commissioner of Lands shall cancel the allocation of the plot and the allottee shall have no claim to the plot or the deposit paid on application.

General Conditions

- 1. The grant/lease will be made under the provision of the Government/Trust Land Act (Cap. 280 of the Laws of Kenya), and title will be issued under the Registered Land Act (Cap. 300),
- 2. The grant/lease will be issued in the name(s) of the allottee(s) as given in the letter of application and will be subject to special conditions set out below.
- 3. The term of the grant/lease will be for 99 years from the first day of the month following the issue of the letter of allotment.

Special Conditions

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any building otherwise than

in conformity with plans and specification 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 calender 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 disposing of sewage surface and sullage water) drawings and specifications of the buildings the grantee proposes to erect on the land and shall within 24 months of the actual registration of the grant complete the erection of such buildings and the construction of the drainage system in conformity with plans drawings elevations and specifications as amended (if such be the case) by the Commissioner. Provided that notwithstanding anything to the contrary contained in or implied by the Government Lands Act if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term 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 may (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 a 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 (a) shops, and residence (excluding the sale of petrol), (b) workshops and residence only.
- 6. The buildings shall not cover a greater or a lesser area of the land as may be laid down by Local Authority in its by-laws.

- 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 thereof except with the prior consent in writing of the President no application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 2 has been performed.
- 10. The grantee shall pay to the Commissioner of Lands on demand such as the Commissioner may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within 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 of Lands on demand such proportion of the cost of such construction as the Commissioner may assess.
- 13. The grantee shall pay such rates, charges, duties, assessments or outgoings of whatever description as may be imposed charged or assessed by the Government or Local Authority upon the land or the buildings erected thereon; including any contribution or other sum paid by the President, in lieu thereof.
- 14. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains, service pipes and drains, telephone or telegraph wires and electric mains of all descriptions whether overhead or underground and the grantee shall not erect any building in such a way as to cover or interfere with any existing alignments of mains or service pipes of telephone or telegraph wires and electric mains.
- 15. The Commissioner of Lands reserves the right to revise the annual ground rental payable hereunder after the expiration of the 33rd and 66th year of the term hereby granted. Such rental will be at the rate of 4 per centum as assessed by the Commissioner of Lands.

SCHEDULE A—SHOPS AND RESIDENCE ONLY

Section No.	Plot No.	Area (Approx.) Hectares	Stand Premium	Annual Rent	Road Charges (Initial Con- tribution	Survey Fees	Capital Valu
	41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57	0.046 0.046 0.046 0.046 0.046 0.046 0.046 0.046 0.046 0.046 0.046 0.046 0.046 0.046	1,360 1,360 1,360 1,360 1,360 1,360 1,360 1,360 1,360 1,360 1,360 1,360 1,360 1,360 1,360 1,360 1,360 1,360 1,360 1,360	272 272 272 272 272 272 272 272 272 272	On demand "" "" "" "" "" "" "" "" "" "" "" "" ""	1,060 1,060 1,060 1,060 1,060 1,060 1,060 1,060 1,060 1,060 1,060 1,060 1,060 1,060 1,060 1,060	

SCHEDULE B-WORKSHOPS AND RESIDENCE

Section No.	Plot No.	Area (Approx.) Hectares	Stand Premium	Annual Rent	Road Charges (Intitial Con- tribution	Survey Fees	Capital Value
	33 34 35 36	0·059 0·058 0·058 0·072	1,420 1,400 1,400 1,520	284 280 280 304	On demand	1,060 1,060 1,060 1,060	

NOTICE OF CHANGE OF NAME

I, Grace Warobi James Kinyanjui Jezani of P.O. Box 30075, Nairobi in the Republic of Kenya formerly known as Grace Warobi Njenga hereby give public notice that by a deed poll dated 23rd day of April, 1979 duly executed by me I have absolutely renounced the use of my former name of Grace Warobi Njenga and in lieu thereof assumed and adopted the name of Grace Warobi James Kinyanjui Jezani as a foresaid, for all purposes and hereby authorize and request all persons to designate and address me by the assumed name of Grace Warobi James Kinyanjui Jezani.

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

GRACE WAROBI JAMES KINYANJUI JEZANI (MRs.), formerly known as Grace Warobi Njenga.

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