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**REPORT**

**ON**

**MANAGEMENT AUDIT**

**PYRETHRUM BOARD OF KENYA**

**(PBK)**

**INSPECTORATE OF STATE CORPORATIONS**

**October 2007**

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OP.9/25A/ISC IV

23<sup>rd</sup> January, 2008

**Romano M. Kiome, C.B.S.**  
Permanent Secretary  
Ministry of Agriculture  
P.O. Box 30028  
**NAIROBI**

Dear

**MANAGEMENT AUDIT AT PYRETHRUM BOARD OF KENYA  
(PBK)**

Please refer to my letter Ref. No. OP.9/25/ISC/IV/IV/2 of 17<sup>th</sup> September, 2007 on the above subject.

In pursuant to several requests made to this Inspectorate by your office to carry out a Management Audit at the Pyrethrum Board of Kenya (PBK), I appointed a team of three officers to carry out the audit with the terms of reference stated in the above mentioned letter.

The team embarked on the exercise which included collecting and analyzing available documentation as well as interviewing the Board members and Management. The following major issues were established;

- (i) The current Board which was appointed in June, 2006 vide Gazette Notice No. 4517 of 16<sup>th</sup> June 2006, has been without farmers representation contrary to the Pyrethrum Act Cap 340. The farmers representatives were degazetted in July 2006.
- (ii) The management of the Board has not been running smoothly due to the fact that all the eight key Departments do not have substantive holders as they were all dismissed in 2006 and the Board has not filled the positions. It is worth noting that the

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I hereby submit a detailed and final report to your office and hope that the findings and recommendations therein will help the Government in addressing the pertinent issues affecting the performance of PBK.

Yours

Peter B. Ondieki  
**INSPECTOR-GENERAL (CORPORATIONS)**

cc **Amb. Francis K. Muthaura, E.G.H.**  
Permanent Secretary  
Secretary to the Cabinet and  
Head of the Public Service

**Mrs. Priscilla N. Komora**  
Controller & Auditor-General  
Kenya National Audit Office  
Anniversary Towers  
**NAIROBI**

**Justice (Rtd) Aaron Ringera**  
Director/Chief Executive  
Kenya Anti-Corruption Commission  
Integrity Centre  
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## ABBREVIATIONS

PBK	-	Pyrethrum Board of Kenya
OR	-	Oleo Resin
HR	-	Human Resource
HRM	-	Human Resource Manager
DPM	-	Directorate of Personnel Management
PSM	-	Personnel Services Manager
MD	-	Managing Director
MT	-	Metric Tonne
Kgs	-	Kilogrammes
PYS	-	Pyrethrine Contents
SOPYRWA	-	Societe De Pyrethre En Rwanda
RWATAKE	-	Rwanda, Tanzania and Kenya
W/W	-	Weight to Weight
LC	-	Letter of Credit

## **EXECUTIVE SUMMARY**

### **Introduction**

The Pyrethrum Board of Kenya (PBK) is a State Corporation established under the Pyrethrum Act, Cap 340 Laws of Kenya to regulate the growing and licensing of pyrethrum in the country.

### **Management of the Pyrethrum Board of Kenya (PBK)**

PBK is managed by a Board of Directors who derive their mandate from the Pyrethrum Act, Cap 340 Section 4(2). The appointment of the Board members is determined by the Pyrethrum Act, Cap 340 and the State Corporations Act, Cap 446 Laws of Kenya.

The current Board was appointed in June 2006 vide Gazette Notice No. 4517 of 16<sup>th</sup> June 2006. The Board has been without farmers representation as the farmers elected members were degazetted in July 2006.

### **Board Operations**

PBK's managerial functions are executed by the Managing Director<sup>1/2</sup> together with line managers. PBK has eight departments but none of the departments has a substantive holder. All of them were dismissed in 2006.

The current Managing Director was appointed with effect from 11<sup>th</sup> January 2005 for a term of three (3) years. Her tenure of office expires on 10<sup>th</sup> January 2008.

### **Recommendations**

- **The election of the farmers' representatives is necessary.**

- The process of recruiting a Managing Director should start immediately.
- The Board should fill the vacant positions of the eight departmental heads.

#### **Financial Management**

PBK derives its income from the sale of pyrethrum and pyrethrum products. It also gets income from licensing fees and levy imposed on pyrethrum growers. The Board has been making losses continuously for the last seven (7) years. This is attributed to imprudent management of the Board's budget and non-availability of sufficient pyrethrum flowers for processing. Non-payment to farmers for flower deliveries has discouraged the production of pyrethrum.

The Board does not maintain or keep the required accountable documents i.e. Local Purchase Orders, petty cash register, general ledgers etc. PBK has more than one cash book with several accounts both in local and foreign currencies. As the team observed, no reconciliation of cash books had been done for over four (4) months. Records for the transactions for all accounts were not maintained and no documents such as credit or debt notes were availed.

#### **Recommendations**

- The Board should prepare financial statements with supporting documents on monthly basis.

#### **Imprest and Advances**

PBK has no policy or systems on imprest and advances. No imprest register is maintained and as the team found out Board members and staff had left PBK with huge debts whose recoveries are very uncertain. As at 1<sup>st</sup> October, 2007, debts totalling to Kshs.21, 159,152.80 was owed to PBK by both staff and board members.

#### **Recommendation**

- The Board should formulate a clear policy on management of imprest and advances.

## **Management of Stock**

The production of pyrethrum flowers has been declining since 2001/02 financial year due to demotivation of growers by non-payment of flower deliveries to PBK. This has greatly affected the levels of stock of pyrethrum and pyrethrum products.

Growing of pyrethrum in Kenya is very lucrative if only farmers can be paid promptly. Currently, there is no enough stock of pyrethrum in PBK to sustain the smooth running of the extraction plant. Between 2001 and 2005 PBK lost stock worth Kshs.2.7billion. The Criminal Investigations Department was called in to investigate the losses. The CID have not submitted their findings to date.

## **Recommendation**

- PBK and the Ministry of Agriculture should get the CID report on the losses.
- The Board should pay farmers in time so that production of pyrethrum flowers is boosted.

## **Human Resource Management**

The critical role played by the Human Resource department in any organization was over the years overlooked by PBK. As a result, the department has over the years been misplaced and not co-ordinated leading to: -

- Misinterpretation of personnel circulars as evident in various cases of anomalies observed in: -
  - Appointments
  - Promotions
  - Acting appointments

- Job designations
- Deployment of staff
- Court cases with former employees

PBK does not have an authorized staff establishment, Scheme of Service for various cadres or career development path. There is no Human Resource Manual policies and procedures to guide on human resource matters.

### **Recommendation**

- **The Board should facilitate the development of Human Resources Manual Policies and Procedures.**
- **Skills inventory and skills gap analysis should be done.**
- **The Human Resource department should be strengthened through capacity building and the post of HRM advertised.**

### **Dismissals**

Seven (7) departmental heads and five officers in the factory were dismissed between July 2006 and May 2007. Most of the dismissals were due to losses of pyrethrum in PBK.

Proper procedures were not followed in handling the dismissals and two of the dismissed officers have been reinstated under very suspicious circumstances.

### **Recommendation**

- **The Board should set up a team of independent persons to review the dismissals and reinstatement of Messrs C. D. Ochieng former Chief Chemist and Logistics Manager and F. N. Muchira former Supervisor Maintenance.**

**Mr. C. D. Ochieng was reinstated but has never reported and Mr. Muchira was reinstated and transferred to Kirinyaga District with no functional duties.**

## **Extraction of PBK Pyrethrine in Rwanda**

In March 2003, fire broke out in PBK factory in Nakuru and extensively damaged one of the extraction plants. Consequently, due to huge stocks of pyrethrum flower which are vulnerable to degradation, PBK was given authority by the Government to transport pyrethrum in Grist form to Rwanda for processing. Grist weighing 2381.22MT was transported to Rwanda. The expectation of the Board, was that after extraction, 23,500.37Kg Pys in OR was to be received from Rwanda. However, only 18,073,31Kg. Pys were received. The balance of 6,043.75Kg. Pys equivalent to 22,720.86Kgs. of OR were never received at PBK.

The Board flouted the contents of the Agreement signed between Rwanda and PBK and huge payments were made in cash as opposed to the agreed mode of payment through telegraphic transfer.

## **Recommendations**

- **KACC should investigate further the dealings of PBK with SOPYRWA and M.G.N. Transporters.**

## **Purchase of Pyrethrum Extracts from Rwanda**

The delivery of pyrethrum by farmers to the Board has declined over the years. The shortage of flowers in Kenya necessitated the Board management to import Oleo Resin (OR) from SOPYRWA (Rwanda). The idea to import OR was noble but the implementation, however, was improper as Government Procedures and Regulations were flouted with a lot of impunities by the Managing Director Mrs. Polyne Sego.

The Managing Director ignored the proper advice given to her by the Board, Refinery Manager, Finance Manager and the Management Staff Finance Committee.

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Huge payments were paid to SOPYRWA at the expense of farmers. Most of the officers opposed to the importation of OR have since been dismissed.

## Recommendations

- The Managing Director should be held accountable for flouting Government Procedures in that she purchased OR from Rwanda before submitting the proposal to the Tender Committee.
- The Managing Director be held accountable for signing an agreement with SOPYRWA before getting approval from the Ministry of Agriculture and Ministry of Finance.
- The Managing Director be held accountable for approving the down payment of US \$500,000 (Kshs.36,500,000) in breach of the agreement and against the advice of the Finance Manager.

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# CHAPTER 1

## 1.0 Management of PBK

### 1.1 Composition of the Board

PBK is managed by a Board of Directors appointed under Section 4(2) of the Pyrethrum Act, Cap 340 of the laws of Kenya and the State Corporations Act Cap 446 of the Laws of Kenya. The Pyrethrum Act stipulates that "Board members shall hold office for a period of two years from the date of their appointment but on the expiration of such tenure, shall be eligible for reappointment". It was noted that the current Board which was appointed vide the Gazette Notice No. 4517 of 16<sup>th</sup> June 2006 has been without the farmers elected Board members following their degazettement in July 2006.

It was also noted that between 2003 and 2007 the turnover of Board members had been very high as more than three Boards served PBK in a span of four years. The absence of the farmers' representation on the Board has eroded the confidence of pyrethrum growers in the Board. The PBK Board is supposed to be manned by fifteen members including the chairman. The current Board of seven members is therefore not effective and efficient in controlling the affairs of the Board.

### 1.2 Board Operations

On the day to day basis, PBK's managerial functions are executed by the Managing Director together with the line managers. It was noted that in the managerial structure, there are a lot of gaps which need to be addressed urgently. PBK has eight departments namely: -

- General Administration
- Finance
- Crop Production
- Factory
- Laboratory/Logistics

- Internal Audit
- Marketing Product Development
- Corporate Secretary

The team noted none of the above named departments has a substantive holder

### **1.3 Managing Director's Office**

The current Managing Director was appointed with effect from 11<sup>th</sup> January 2005 for a term of three (3) years. Her tenure of office therefore expires on 10<sup>th</sup> January 2008. As the team found out through interviews with both management and Unionisable staff of PBK, it clearly emerged that the Chief Executive Officer has failed to render her managerial skills efficiently. The management of PBK is full of intimidations as there is no clear line of communication from the Managing Director to the staff.

#### **Recommendations**

- *The election of the farmers' representatives should be done as soon as possible so that the farmers' confidence can be restored.*
- *The Board should start the process of hiring an efficient and effective Managing Director who will win the confidence of farmers and turn around the operations of the PBK. The Board should therefore competitively recruit a new CEO with immediate effect*
- *The Board should endeavour to fill top vacant positions in the organization to enable it run effectively and efficiently.*

**CHAPTER 2**

**2.0 MANAGEMENT OF FINANCE AND KEY OPERATIONS**

**2.1 Financial Management**

In any business concern like Pyrethrum Board of Kenya (PBK), planning and control for available resources is a major factor in the management of its assets. PBK derives its income from the sale of pyrethrum and pyrethrum products. It also gets its income from licensing fees and levy imposed on pyrethrum growers in accordance with Sections 18 and 19 of the Pyrethrum Act, Cap 340 of the Laws of Kenya. It was noted that as at the time of inspection the Board's accounts had been audited up to 2005/2006 Financial year.

During the period 2001/2002 the financial performance of Pyrethrum Board of Kenya was as shown below:

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**Table 1 : Performance of Pyrethrum Board for the Period 2001/02 - 2006/07**

Items/ Period	Total Sale	Total Operating Expenses	Trading Profit/Loss	Fixed Assets	Current Assets	Total Assets	Liability	Stock	Liquidity	Working Capital	ROI
	Kshs 000	Kshs 000	Kshs 000	Kshs 000	Kshs 000	Kshs 000	Kshs 000	Kshs.000	Kshs.000	Kshs 000	
2001/02	912,740	904,564	8,176	184,943	1,750,295	1,935,238	952,208	1,155,355	0.62	798,088	0.42
2002/03	835,107	889,041	(53,934)	170,063	2,286,943	2,457,006	1,944,232	1,798,519	0.25	342,712	-2.20
2003/04	1,179,480	809,611	369,869	161,787	2,511,974	2,673,761	1,941,161	2,030,352	0.25	570,813	13.80
2004/05	1,178,906	1,280,478	(101,572)	1,860,049	1,877,001	3,737,050	1,654,229	1,379,725	0.30	22,272	-2.70
2005/06	1,143,044	1,295,820	(152,776)	1,827,397	2,362,041	4,189,438	1,225,176	596,248	1.44	1,136,865	-3.65
2006/07	582,140	651,501	(69,391)	1,752,672	2,006,396	3,759,068	956,356	342,122	1.74	1,050,013	-1.85

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From the above table, it was noted that Pyrethrum Board of Kenya has continued to make losses. For the period under review (2001-2002) the Board registered losses except in the Financial years 2001/2002 and 2003/2004. The losses are attributed to imprudent management of the Board's approved budgets and non-availability of sufficient pyrethrum flowers for continuous manufacturing process. Although PBK has tried to improve its liquidity position, the returns on investments are very discouraging as they continued to fall from 13.8% in 2003/2004 to 3.65% in 2005/2006. The low returns on investments were due to delays in payments for flower deliveries hence farmers being discouraged to produce adequate pyrethrum flowers. The trend revealed by changes in the liquidity ratio at PBK clearly indicated that PBK can remain a going concern if growers of pyrethrum are motivated by prompt payments for their deliveries to the Board.

## 2.2 Financial Records

The Audit team noted that PBK maintains the following accountable documents: -

- (a) Local Purchase Orders (LPOs)
- (b) Petty cash register
- (c) General ledgers
- (d) Payrolls for both Management and Unionisable staff
- (e) Receipt books

However, it was observed that cash books, telephone, advances and imprest registers were neither maintained nor kept as required.

### 2.2.1 Cash Books

PBK has more than one cash book with several accounts in both local and foreign currencies. It has two main accounts in Barclays Bank Nakuru Branch namely Current Account No. 2024472 which services the operations of the Board at Headquarters and Growers Account No. 20222909 for disbursement of funds to regional accounts.

There are sixteen regional accounts whose main purpose is to facilitate the payments of farmers. Besides the above named accounts, the Board keeps a disposal account No. 2022739, five foreign currencies accounts and a welfare account all at the Barclays Bank of Kenya.

As at 24<sup>th</sup> October 2007 the balances as per bank statements were as follows: -

	<b>Kshs.</b>
(a) Main A/c. No. 2024472	4,712,399.40
(b) Growers A/c. No. 2022909	306,494,950.00
(c) Welfare A/c. 2024480	545,710.80
(d) Disposal A/c .2022739	491,438.50

Foreign currency accounts at Barclays Bank of Kenya were as follows: -

(a) Sterling Pound A/c No. 7504722	£734.82
(b) Japanese Yen A/c No. 7513829	¥4,364,934.00
(c) Euro A/c No. 7581344	€38,168.79
(d) US Dollar A/c No. 7500999	\$3,369.85
(e) Australian Dollar A/c No. 7519444	A\$265.07

Out of the sixteen regional accounts, the team established the following: -

No.	Region	Bank	Account No.	Balances/Status Kshs.
1	Bahati Subukia	Subukia	0112025546200	7,143.95
2.	Bahati Subukia Farmers	Subukia	045200752237	8,118 85
3	Njoro	KCB	04520875002	119,178.05
4	Nyandarua	BBK	8310868	90,844 80
5	Meru	BBK	1174861	39,938 00
6	Londiani	KCB	075238750045	8,136 70
7	Olenguruon	KCB	045200752243	9,367 23
8	Narok	KCB	062223750176	19,405 95
9	Narvasha	KCB	042215750541	150,140 80
10	Bomet	KCB	038239970097	6,760.60
11	Molo	NBK	0100353504501	36,827.85
12	Molo Nursery	NBK	0100353504500	
13	Nyosia Nursery	BBK	1132151	

14	North Rift Farmers	BBK Eldoret	1254000	
15	Mt Elgon Farmers	KCB Kitale	286070064	
16	Limuru Farmers .	BBK	1151822	

Despite the frequent enquiries by the team about the positions of the last five accounts, no information was availed by management.

Examinations of the cash books availed to the team revealed that they were in shambles. The team observed the following: -

- (1) No reconciliation of cash books especially the regional ones, had been done for over four months.
- (ii) No records for transaction for all accounts were maintained hence not clear whether the postings were ever done in accordance with banking regulations
- (iii) No documents such as credit or debt notes are maintained, it was therefore, not easy to get a true picture of all the transfers of the purported sale of foreign currency.

### 2.2.2 Recommendations

- *The Board should ensure that proper records of financial transactions are kept and cash books are reconciled on timely basis.*
- *Management should be preparing the Board's financial statements with relevant supporting document on monthly basis for the Board to make informed decisions on any matters relating to finances.*

### 2.2.3 Imprests and Advances

Investigation by the audit team revealed that PBK has neither systems nor policies for imprests and advances. It was observed that the Board does not maintain registers for imprests or advances. The scrutiny of the ledger book revealed that many staff and Board members had left the Board with very huge debts whose recoveries are very uncertain. Examination of the available

records showed that debts totaling to Kshs.21,159,152.80 owed by about 677 staff and board members ranging from 1995 remain uncleared. In view of the fact that the debts are over six years, chances of their recoveries are very minimal as the Limitation Act may favour the debtors.

It was also observed that although the Board operates on a daily float of Kshs.300,000 records are never kept properly. It was quite difficult for the team to ascertain the accurate balances which were outstanding as at 30<sup>th</sup> October 2007. Again through vouching of the available records, the team was able to establish a sum of about Kshs.6,742,529 as unsurrendered imprest. *(See Annex I) List of outstanding imprest.*

In the absence of proper records, the audit team was not able to verify the given list. The segregated list on standing and safari imprests is annexed.

#### **Recommendations**

- *The management of the regional accounts should be centralized at the Headquarters for proper controls as the Board lacks technical staff with financial expertise in the field.*
- *The Board should formulate a clear policy on the management of imprests and advances to guide in the administration of PBK. The Board should expeditiously engage the services of financial manager.*
- *There should be two accountants financial and management accountant. Meanwhile the period for the seconded Financial Manager should be extended for at least six months to avoid vacuum situation. Two accountants namely financial and management should be recruited to assist in keeping financial records and preparing and monitoring budgetary levels of the Board.*
- *The management should segregate safari imprest and standing imprest whenever they are issued with separate registers.*

- *The Board should recover all outstanding imprests immediately.*

### **2.3 Fixed Assets**

While perusing the fixed asset register, the audit team found out that the Pyrethrum Board of Kenya has several vehicles whose book value is zero. The cost of maintaining such vehicles were found to be very high hence uneconomical to the Board.

It was also noted that the Board has twenty three pieces of land seven of which have not been issued with title deeds while one parcel No. LR 11322 at Ol Joro Orok measuring about 850 acres in Laikipia District sold fraudulently was having a case in High Court at Nakuru.

### **Recommendations**

- *The Board should bond all unserviceable vehicles with a view to selling them. The produce realized from the sale can be utilized in replacing some of the essential vehicles.*
- *The Board should liaise with the Ministry of Lands and have title deeds for all unregistered parcels of land belonging to the Board processed.*
- *The Board should pursue the issue of parcel No. LR 1132<sup>1/2</sup> currently in court.*
- *The former Company Secretary who caused the fraudulent sale should be investigated by KACC.*

### **2.4 Disbursement of Cheques to Farmers**

During the random spot inspection, it was observed that cheques amounting to a total sum of Kshs.252,841 written in the period between March 2005 and June 2007 were still kept by the cheque clerks. Most of these cheques which have since gone stale have neither been cancelled nor replaced. This clearly indicated that

the amount indicated in financial reports as paid to farmers does not reflect a true position of arrears payable to the farmers. The detailed list of the cheques is shown as (*See Annex II*).

### **Recommendations**

- *The finance department should be strengthened by skilled personnel with financial background.*
- *The Board should come up with a policy on issuance of cheques so that minimum amount for cheque writing is clearly stated to avoid misuse and wastage of cheque books.*
- *All stale cheques should be cancelled and their entries in the cash books reversed as soon as possible.*
- *Cheque book register should be well-maintained to ensure that there is control over number of cheque books in use at any particular time.*
- *Cheque dispatch records for farmers should be properly maintained for ease of reference to avoid duplication and delays.*

### **2.5 Advance Register**

This important document was found missing as it has never been maintained at the Pyrethrum Board of Kenya. On perusal of the payroll and extractions from the general ledgers, it was noted that a sum of Kshs.5,359,511.40 was still held by staff in form of advances and Kshs.553,734.50 in form of standing imprest to officers as at 31<sup>st</sup> October 2007. The Board neither has policy on advances nor financial procedures and regulations. As a result of this, staff members of PBK get advances and imprests at will. (*See Annex III*)*List of advances*

### **2.6 Telephone Register**

Examination of the telephone register revealed very serious anomalies in maintaining it. It was difficult for the audit team to

separate official trunk calls from private ones as all registered calls were lumped together by unskilled records clerk.

## **2.7 Remittance of Statutory Deductions**

During investigation, it was noted that PBK does not remit staff deductions to relevant authorities in time as required. As at 31<sup>st</sup> October 2007 deductions for August 2007 in respect of PAYE, NHIF, NSSF, Co-op Society for members and pension had not been remitted. When the Financial Accountant was asked to explain the delay, he did not give any convincing reason for this failure.

## **2.8 Investments**

Investigations revealed that the Board invested in the collapsed Euro Bank a sum of Kshs.150million contrary to Section 16(2) of the State Corporations Act, Cap 446 of the Laws of Kenya which requires that the surplus money shall be disposed of in such manner as Treasury may direct. There was no authority granted by Treasury for investing such colossal amount of money in Euro Bank.

## **Recommendations**

- *The Board should embark on the recovery process with Deposit Protection Fund and the appointed Liquidator.*
- *The officers who sanctioned the irregular investment should be surcharged for the loss.*
- *The Board should adapt the prepaid telephone services.*
- *The Board should comply with the statutory requirement on remittance of all statutory deductions.*

## **2.9 Budget and Budgetary Controls**

Section 12 of the State Corporations Act, Cap 446 of the Laws of Kenya requires that no state corporation shall, without the prior approval in writing of the parent Ministry and the Treasury, incur

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any expenditure for which provision has not been made in the annual approved estimates. During inspection it was noted that the Board overspent its approved budgets in all the financial years. In the absence of Treasury's approval of the purported revised budgets, the Board has on four occasions in the period under review been in breach of the law.

The annual expenditure for the period 2001/2002 to 2006/2007 Financial years is as shown in the table below: -

Table 2: Annual Expenditure for the Period 2001/2002 to 2006/2007

PERIOD	APPROVED BUDGET KSHS. '000'	ACTUAL EXPENDITURE KSHS. '000'	VARIANCE KSHS. '000'	% CHANGE
2001/2002	248,032	407,776	-159,774	64.40
2002/2003	714,775	527,983	-186,792	26.10
2003/2004	1,085,653	1,216,795	-131,142	12.10
2004/2005	621,606	737,545	-115,939	18.70
2005/2006	632,064	557,608	-74,456	11.80
2006/2007	735,409	858,972	1-23,563	16.80

## Recommendation

- *The Pyrethrum Board of Kenya should as required by the State Corporations Act, adhere to budgets as approved by the Board and Government.*

## 2.10 Leavers' Debts

While examining the Board's records, it was noted that staff and Board members had exited the Pyrethrum Board of Kenya through various means which included natural attritions, resignations, retirement among others. Out of the total sum of Kshs.21.875million owed to the Board, Kshs 20.061million was owed by staff while Kshs. 1.686million by Board members

It was not clear how these debtors were cleared as there was no evidence made available to the audit team to the effect. Through interviews with staff, it was noted that to recover the colossal amount stated above may not be possible despite the fact that

some members of staff and Board affected were very much alive. This is due to the Limitations Act.

The Board members debt was incurred contrary to Section 17 of the State Corporations Act, Cap 446, which prohibit the Board from granting to a Board member any loan or advances. The list of staff and Board members who are indebted to the Board is shown as *(See Annex III A)*.

### Recommendations

- *The Board should aggressively engage the services of a debt collector with a view to recovering those debts whose period is within the Limitation Act from staff members.*
- *Board members whose list of names is attached should be surcharged for the amount they failed to surrender.*
- *The Board should not issue imprests and advances to Board members as they are not employees of the Corporation.*
- *No staff exiting the Board by whatever means should be cleared before accounting for all the debts owed to the Board.*

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## CHAPTER 3

### 3.0 Management of Stock

In accordance with the Pyrethrum Act, PBK is the sole regulator of pyrethrum industry in Kenya. The production of pyrethrum flowers has been declining since 2001/2002 financial year due to demotivation of growers. The production trend is as shown in the table below:

**Table 3: Production of Pyrethrins**

Period	No. Contracted Farmers	*NAPC	Acreage Under Pyrethrum	Production in (MT)		Stock Kshs.000	Purchases Kshs.000
				Budget	Actual		
2001/2002	89,707	1 445	4,4900	12,602	11386	115,355	1,212,872
2002/2003	87,146	1 343	43,200	11,260	10,953	1,798,519	1,085 134
2003/2004	72,156	1 273	27,000	6,872	5,796	2,030,352	544,712
2004/2005	62,142	1 282	10,900	3,000	2,208	1 379,725	211,962
2005/2006	44,112	1 265	7,900	3,000	1,003	596,248	94,040
2006/2007	34,387	1 425	4,480	3,000	846	342,122	88,802

\*N.A.P.C. (National Average Pyrethrin Content)

Deducing from the above table, it is noted that the production of pyrethrum flowers in the country has continued to decline ever since 2001/2002 financial year. The deterioration of pyrethrum production in the country has greatly affected the levels of stock of pyrethrum and pyrethrum products. It was observed that growing of pyrethrum in the country was lucrative when farmers used to be paid promptly. The delay in paying the growers, which has hence attributed to high accumulation of huge sum of money in arrears, has greatly disheartened the farmers. Due to non-availability of local flowers there is no enough stock to sustain the smooth running of the extraction plant.

### 3.1 Loss of Stock

Between 2001 and 2005 PBK lost stock amounting to 132,792 Kg Pys as indicated in the table below.

**Table 4: Stock Movement in (Kg Pys)**

Period	Opening	Delivery	Total	Sales of	Stock	Actual	Variance	Sale	Payment	
Financial	Stock	Year	Available	Stock	Balance	Balance	In Closing	In Kshs.	Kshs.	
Year	(Kg Pys)	(Kg Pys)	(Kg Pys)	(Kg Pys)	(Kg Pys)	Available	Stock	(B)	(M)	
						(Kg Pys)	(Kg Pys)			
2001/02	15,638	164,502	180,140	49,504	130,640	98,572	32,064	0 948	-	
2002/03	98,572	147,131	245,703	48,854	196,849	138,229	58,620	0 860	-	
2003/04	138,229	73,815	212,044	62,894	149,150	138,112	11,638	1 204	415	
2004/05	138 112	28,310	166,422	61,438	104,984	73,912	31,070	1 159	285	
2005/06	73 912	12,692	86,604	62,262	24,342	24,342	-	1 142	357	
<b>Total Loss of Pyrethren</b>							132,792			

From the table above, it is noted that PBK lost stocks of 132,792 Kg. Pys which is equivalent to a loss of Kshs.2.684billion given the exchange rates then of US Dollar to Kenya Shilling and the price of one kg. py being US \$260 were Kshs.78.65 Kshs. 77.39, Kshs.77.12 and Kshs. 77.70 respectively. This clearly indicates that there was a very high level of Board mismanagement during the period between 2001/2002 and 2004/2005 and the Board's performance was the worst ever in 2006/2007 financial year as the sales dropped from Kshs.1.2billion in 2003/04 to Kshs.558million in 2006/07 Financial Year.

In 2003, one of the extraction plants burnt down. As a result, the extraction capacity of PBK was reduced to 30% as explained under transfer of grist to Rwanda in this report. PBK contracted NV De Smet Technology and Services for the supply of a designed/build 50TPD of 24 hours pyrethrum solvent extraction plant. The plant was to be commissioned in January 2007 after a test run of one month. The low levels of pyrethrum stocks and production has affected the commissioning of the new extraction plant. According to the contract, PBK was to supply materials of 50MT per day to run 24 hours for a period of 30 days non-stop before the commissioning was done.

The delay in the provision of the materials to test run the new plant which is 89% complete may cost the Board a substantial amount in breach of contract.

The audit team also observed that the Board sold to Anocma Enterprises goods worth Kshs 2,784,00. Anocma Enterprises paid for the goods vide cheque No. 000618 dated 24<sup>th</sup> Nov 2007 which was not honored by the Bank as drawer had stoped payment despite having received the goods. see ( **Annex 111B**) copy of the cheque.

### **Recommendations**

- *The loss of 132,792 Kg Pys should be further investigated by KACC and CID with a view to prosecuting the culprits.*
- *Board should be advised to keep pace in payment of pyrethrum growers so that the production of pyrethrum*

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flowers can be boosted and enhance the chances of the Board meeting the demand to its customers.

- *The Government should consider bailing the Board out of its current financial difficulties by advancing it loan that can enable it be sustainable in the would market.*
- *The Board should sue Anocma Enterprises for non payment of Kshs.2,784,000 for goods received.*
- *Ancocma Enterprises should be referred to CID for prosecution for issuance of a bouncing cheque.*

### 3.2 Letter of Credit for the Supply of the Pyrethrum Extraction Plant

In the contract signed between PBK and N. V. De Smet Technologies and Services dated 8<sup>th</sup> May, 2007 payments for the supply of a design/build 50TPD of 24 hours pyrethrum solvent extraction plant were to be made in two parts i.e. Euro part was EURO - 2,723,159 while the Kenyan Shilling part was Kshs.77,701,138.40 VAT inclusive.

The total contract sum of Kshs.336,401,243.40 was to be paid in accordance with the terms of payment as follows: -

Breakdown of Payments	Euro Part	Kenya Shillings Part		
	Euro	Kshs.	VAT Kshs.	Total Kshs.
30% Down payment	816,947 70	20,095,122 00	3,215,219 52	23,310,341 52
40% on Sighting of the shipment of documents	1,089 263 60	26,793,496 00	4,286,956 36	31,080,455 36
15% Practical Completion	408 473 85	10,047,561 00	1,607,609 76	11,655 170 76
15% Start up of Commercial Production	408.473 85	10,047,561 00	1,607,609 76	11,655.170 76
<b>TOTAL</b>	<b>2,223,159.00</b>	<b>66,983,740 00</b>	<b>10,717,398 40</b>	<b>77,701,138.40</b>

All payments to the supplier were to be secured by a form of payment guarantee acceptable by both parties. During investigations, it was noted that payments to the seller in Euro part had been made through irrevocable letters of credit to a tune of Euros 1,814,685.15 as the work under the agreement had reached the stage of practical completion. For the Kenyan Shilling part payments as at 26<sup>th</sup> October 2007 had been made to a tune of Kshs.54,390,796.88 VAT inclusive instead of Kshs.66,045,967.64 as per the contractual agreement.

Despite the management having established the LC's in favour of the supplier on 100% cash cover-up basis of 408,473.85 Euros and Kshs.10,047,561.00 paid to NV De Smet and sub-contractor New Baron and Leveque Intl. respectively, the bank had not released the sum of Kshs.10,047,561 to New Baron an Leveque Intl though a bank statement dated 1<sup>st</sup> ,October 2007 indicates that a total of Kshs.10,668,988.05 had been paid to New Baron and Leveque Intl. **(Annex III C)**. The team observed that in spite of all these developments, there was no Board minute supporting the entire transactions.

### **Recommendations**

- *Given the fact that the cash cover account was interest earning, the Board should liquidate the debt payable to the supplier.*
- *The Co-operative Bank should account for all the monies accrued thereon in form of interest for the Board.*

## CHAPTER 4

### 4.0 HUMAN RESOURCE MANAGEMENT

#### 4.1 Introduction

The Human Resource Department plays a critical role in an organization. This fact was acknowledged by the Federation of the Kenya Employers in their job evaluation report for the Pyrethrum Board of Kenya dated December, 1994. It is in this report that the personnel function of the PBK was redefined and its status raised to a full departmental level with its Head designated as Human Resource Manager. *Copy of the report (See Annex IV).* Recommendation of FKE was however never implemented and PBK continued to use the old structure developed at the inception of the Board. *(See Annex V)* The personnel function continued being a section under the Corporate Secretary/Legal. In 2003 when a Deputy Managing Director was posted to PBK the personnel function was transferred to the new created department of Deputy Managing Director & Head of Administration. It is important to note that the Board had no provision for the post of DMD.

In June 2006, a PBK Report and Business Plan prepared by Agriconsultants in association with PPD Consultants Limited, recommended that there was need to revise the PBK Structure. In the report it was recommended that the Human Resource function be made a department on its own to allow it to focus on aligning people issues to organizational business demands. The Administration function was also to be moved to Finance department to allow for enhanced management of the financial transactions undertaken in its activities. *Copy of the report from Agriconsultants (See Annex VI).* This was also not implemented.

The misplacement of the personnel function in PBK has resulted into: -

- (a) Misinterpretation of personnel circulars issued by the Government.

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This is evident in various cases discussed under: -

- (i) Terms of service for officers
  - (ii) Acting allowance
  - (iii) Job designations
  - (iv) Personnel policies and manuals
- (b) Huge and unrecoverable employees debts
- (c) Erroneous deployment and redeployment of staff
- (d) Malfunction of the personnel section which has been discussed at Board level on various occasions.
- (e) Poor collective bargaining skills leading to lopsided terms of employment in favour of Unionisable employees.
- (f) Court cases with former employees.

## 4.2 Staff Establishment

PBK does not have an authorized staff establishment. The employees are identified as per department. In the absence of the authorized staff establishment the team would not ascertain the correctness of the figures given by management as in post and vacant positions.

### Observation

The Directorate of Personnel Management had in their report on Job Evaluation for the staff of the Pyrethrum Board of Kenya dated January 2006 proposed an authorized establishment for the PBK. In August 2006, Directorate of Personnel Management (DPM) also prepared Career Guidelines for PBK. As the team observed, there was no indication that the two reports were implemented though the management reported that the reports were implemented in phases due to financial constraints.

## Recommendations

- *The Board should facilitate the development of Human Resource Policies and Procedures Manual.*
- *The Board should with immediate effect implement the recommendations in the DPM's report.*

### 4.3 Appointments

The Authority to recruit any officer in the Board is vested in the Board of Directors. The Board of Directors have, however, delegated powers to the Managing Director to recruit officers in Job Grade 1 to 10D. This grade is within the Unionisable staff. This information as the team found out is not documented anywhere.

When need arises for any new appointment, the Departmental Head within which the need is identified reports the vacancy to the Managing Director. The Managing Director requests the HR department to source internally for suitable candidates. When no suitable candidate is identified, the position is presented to the Board for external sourcing. The recruitment is either done by consultants who lists candidates for final interview by the Board, or are advertised in the papers by the PBK. The Board hires the best candidate presented by either the consultant or management.

For the last two years, no appointment on permanent terms has been done by the Board. The resolution not to employ was passed by the Board vide Minute No. FB.03/2007 of the Board meeting held on 27<sup>th</sup> February, 2007 as a cost cutting measure. The minute ratified the decision of the Audit committee meeting held on 8<sup>th</sup> February 2006. (See Annex VII).

The team however, observed that the Board had renewed the contracts of 34 members of staff whose contract had expired in December 2006. The team observed that further to the 34 employees who had been approved by the Board, the management had employed three (3) more employees without Board's approval. The Managing Director, Personnel Services

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Manager and the Crop Production Manager could not explain the anomaly/irregularity.

## Observations

The Human Resource department lacks various and appropriate human resource systems, procedures and processes. Prior to 1994, when FKE did the first job evaluation, there is no evidence of any Human Resources Policy or Manual in place apart from the staff rules and regulations.

### 4.4 Promotions

The term promotion per se does not exist in PBK. As the team found out, promotion, appointment, acting appointment and upgrading means one and the same thing. There is no established promotion criteria or Scheme of Service for each cadre. The previous as well as the existing Boards of Directors have upgraded officers when they should have been promoted. Lack of Career Progression Guidelines resulted in haphazard promotions. Even with the current job evaluation report by DPM, it has become almost impossible to implement it due to the existing practice of irregular upgrading and promotions.

#### 4.4.1 Deployment

One of the cost cutting measures undertaken by the PBK in its efforts to retain its lead position in the world market was to freeze employment and deploy the existing staff in needy areas.

An analysis by the team revealed that there is inappropriate deployment of personnel.

The team noted that deployment of personnel does not take into consideration skills, experience or areas of specialization by the staff. The current practice in PBK is that where a need is identified, officers at lower levels are transferred to that section/department for the purpose of appointing them to those vacancies though they may not be in possession of requisite qualifications for the job/grade.

A good example is when the Personnel Services Manager, Mr. D. Okoyo was on leave. Mr. Ibrae previously a Flower Receptionist was called upon to act as the Personnel Services Manager. Mr. Okoyo holds a B.Arts degree from the University of Nairobi and a Diploma in Human Resources Management. Mr. Ibrae on the other hand has a BSc. in Agriculture and a Diploma in Teaching. The Board at the time had in employment Ms. Elizabeth Kabiru who holds a Diploma in Human Resource Management and is undertaking (part-time) a Bachelor of Business Administration at the Kenya Methodist University. Mr. Ibrae was transferred from the factory to Logistics department before being appointed to act PSM in May 2007. (See Annex VIII.....).

In Marketing department, Lynda Ongoma who was appointed as a Typist/Clerk in 1994 was upgraded to a General Clerk in 2000 without acquiring the necessary qualifications. She was appointed the Marketing Officer with effect from 11<sup>th</sup> May, 2007. The Board had at the time in employment one; Joseph Onserio a Stores Superintendent holding a Bachelor of Commerce Marketing option from Egerton University and a Diploma in Business Management and Administration from the Institute of Commercial Management.

In Accounts department, James Onkoba Momanyi holder of CPA Section V is an Accounts Clerk I job group J while Perpetua Kanyutu with CPA Section I is an Accounts Clerk I job group K.

Mr. John Yego, a former Field Officer and a Diploma holder in Agriculture Engineering from Egerton University was transferred to the factory department and appointed Deputy Factory Manager. This post according to DPM recommendations calls for a person with a Degree in Mechanical/Electrical Engineering. The Board has other officers with Degrees in Mechanical/Electrical Engineering and experience in the factory who can hold the position. The discrepancies as the team observed are many and cut across all sections/departments in PBK.

## Recommendations

- *The Board should hire a consultant to carry out skills inventory and skill gap analysis of PBK.*
- *The members of staff should be deployed in areas whose functions demand their academic, professional specialization and experience.*
- *The posts of Factory Manager and Deputy Factory Manager should be filled competitively.*
- *The Human Resource Department should be strengthened through capacity building and the post of HRM be advertised externally.*

### 4.5 Acting Appointments

As observed under promotions in 4.4 above, acting appointments in PBK is erroneously interpreted to be a promotion. There is no difference between special duty allowance and acting allowance.

On perusal of individual officers' files, the team noted that officers appointed to act on particular posts, are paid full salary and a house allowance for the post they are acting.

As at 1<sup>st</sup> October, 2007, PBK had nine (9) members of staff drawing acting allowance. The team observed that among the nine (9) officers, some drew acting allowance at 30% of the basic salary, others at 10% and a few earned the whole salary and house allowance of the job groups they were acting.

The academic and professional qualification of the same officers was wanting. For example, Annabell who is a Management Assistant (a designation which is amorphous just like many other designations in PBK) is a trained Secretary. She is Acting Procurement Manager, Job group L.

A Human Resource Manual developed for PBK by the DPM in May 2006 states that "Acting appointment will be limited to a

continuous period of six (6) months or until the post is substantively filled, whichever is earlier, however, this can be extended for a further six (6) months within which a substantive replacement will be sought if the acting staff is not promoted to that position. Thereafter, there will be no more payment of acting allowance”.

The team however found out that some officers have been acting for more than one year as below: -

Name	Designation	Qualify.	Acting Appointment	Effective Date
Isaac Nguvi	Accounts Clerk I	CPA II	Credit Controller Manager	1/8/03
Robert Yego	Electrician	Electrical Installation Craft	Facilities Supervisor	1/7/05
Carolyne Imbwaga	Asst. Research Officer	BSc. Agriculture	Field Officer	17/10/05
Simon Lepapa Tanki	-	-	Ag. Farm Supervisor	11/11/97

Other officers have acted for one (1) year with no evidence of their cases ever being re-submitted to the Board for review.

Name	Designation	Qualif.	Acting Appointment	Effective Date
John Asiuva	Supervisor	-	Refinery Manager	11/9/06
Elly Owawa	Maintenance Engineer	Industrial Technology	Factory Manager	1/10/06
Charles Atinga	Business Development	BSc. Bio Chemistry Diploma in Marketing Management	Marketing & Business Development Manager	1/10/06
Matthew Twei	-	BSc. Chemistry	Logistics Manager	1/10/06

## Recommendations

- *All the acting appointments should be reviewed by the Board with a view of confirming the officers, terminating the appointments or advertising for the vacancy.*
- *In absence of Board's HR manual, the PBK should adhere to the policy on appointments, promotions and acting appointments as stipulated in the Code of Regulations, 2006.*

## 4.6 Training and Development

The team found out that the aspect of training and development is lacking in PBK. Though training and development is a key indicator in the performance contract signed between PBK and the Government, the target of training five (5) officers in 2005/2006; five (5) in 2006/2007 and seven (7) in 2007/2008 out of a staff establishment of 477 is very minimal.

According to the PSM, Mr. Okoyo, no meaningful training has been carried out in the last four years. On studying individual officers files at random, the team found out that most of the employees have very low academic qualifications hence low level of endowment. Majority of the officers have 'O' Level certificates with no other additional skills. The fact that PBK requires technical officers in most of its operations makes training and development a must for its employees.

## Recommendations

- *Due to the current poor financial situation, PBK should develop an in-house training for officers in all departments as part of their skills development.*
- *More resources should be allocated for training in future budgets.*
- *The Board should acquire a few properly trained officers for all departments to re-orient the current staff on the job training as they improve on their finances.*

#### 4.7 Payroll Administration

PBK as the team observed runs two payrolls; one for the Management staff and one for the Union staff. The salary and wage administration is under the finance department though the budget is done by the HR department.

Loans and advances given to staff are in most cases not recovered because the control is not centralized. The amount of outstanding staff debts which amounts to Kshs.5,913,245.70 as at 31<sup>st</sup> October, 2007 attests to this.

#### Recommendations

- *The Board should harmonize the two payrolls for easier management.*
- *The recommendation by DPM that the Management of PBK payroll is transferred to the HR Department for effective administration, budgetary and monitoring should be implemented.*

#### 4.8 Terms of Service

The team observed that, due to lack of institutionalized Human Resource Management Policy document, most employees were not clear under which terms of service they operate under.

As at 1<sup>st</sup> October, 2007, the Board had two officers, Mr. Peter Waweru, Internal Auditor and John Tiampati, Crop Production and Research Manager who were working on three different terms of service. The two were on permanent and pensionable terms hence contributing towards the staff superannuation scheme. They are also on two (2) years contract earning contract gratuity. The same officers also contribute towards NSSF.

#### Observation

The two officers enjoy gratuity and at the same time will benefit from pension and NSSF at the cost of PBK.

## Recommendations

- *PBK should review all cases of appointments and communicate to all employees under which terms and conditions they are serving.*
- *Mr.Waweru and Tiampati should be employed on such terms recommended by the Board suitable for their positions, and their pay and benefits regularized and adjusted accordingly.*

### 4.9 Dismissal and Court Cases

#### 4.9.1 Introduction

One of the major problems experienced by PBK is the ever increasing number of court cases. As at 1<sup>st</sup> October 2007, the number of court cases stood at 55 and majority of them are on; breach of statutory duty of care, industrial accidents, workmen's compensation, unlawful dismissal, payment of terminal benefits, defamation, unlawful deduction of tax, malicious prosecution and unlawful eviction of employees from Board houses. All these cases reflect on the weaknesses of the Board in as far as handling the employees is concerned.

It is important to note that though the fifty cases reported range from the year 1995 to 2007, 23 of them are within the tenure of the current MD as shown below: -

Year	No. of Cases
1995	2
1996	2
1997	1
1998	2
1999	4
2000	6
2001	2
2002	6

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2003	2
2004	4
2005	5
2006	7
2007	4

(See *Annex IX*) Court cases

## 4.9.2 Dismissals

Just like other personnel issues, dismissals in PBK has been mishandled leading to a number of court cases. As the team found out, the current management, on 30<sup>th</sup> March, 2007 addressed four officers with termination of employment letters on account of loss of pyrethrum amounting to 137,659.35Kgs. pys of 100% valued at US\$260 per kg pys equivalent to Kshs.2,346,243,480. They were also accused of misdirecting the investigators who came to investigate on the losses hence failing to act professionally to protect the losses. (See *Annex X*) Copy of the letter

Before this, the Board had in August 2006 dismissed the Factory Manager, Chief Chemist and Logistics Manager, Corporate Secretary/Legal Officer and the Finance Manager. The Factory Manager, Mr. James Gichana and the Logistics Manager and Chief Chemist Mr. C. D. Ochieng were dismissed on account of pyrethrum losses.

The team found out from the MD that Mr. C. D. Ochieng had been reinstated. She did not, however, give the team minutes of the Board where Mr. Ochieng's case was deliberated and determined. The Chairman of the Board also was not aware that Mr. Ochieng had been reinstated though not in the office.

One of the supervisors had also been reinstated and deployed in Kirinyaga District. There was also no record of the Board minutes that reinstated him. The issue of pyrethrum loss in PBK was chronic and had been reported in all the Board meetings where efficiency of the extracting and refinery machine had been deliberated on. It was very clear that there was need to improve the efficiency of extraction plants from the current 70% to 92%.

Instances where the issue was discussed include: -

- (i) Internal memo from Peter Waweru, Internal Auditor to the Chief Executive dated 4<sup>th</sup> April 2001 where loss of pyrethrine was recorded as Kshs. 1.7 billion
- (ii) November 15<sup>th</sup> – 17<sup>th</sup> 2004  
Board Workshop in Naivasha
- (iii) Minutes of the Special Board Meeting held on 25<sup>th</sup> July 2005 in the Board room Min. No. FB 38/2005
- (iv) Letter to the Minister Ref. MD.8080/Conf/HNM/SWK dated 18<sup>th</sup> October 2005 requesting for funds to modernize the current extraction plant to achieve maximum efficiency
- (v) 3<sup>rd</sup> November 2005 Letter from MD to the PS Ref. F14.24/1039.E00/JM to support the new plant to improve on efficiency
- (vi) 20<sup>th</sup> December 2005: presentation to PS Ministry of Agriculture. Gains expected from institution of the new extraction plant amount to Kshs. 306,736,358 projected to be 10 billion in 10 years
- (vii) Business plan item 1.7 operational efficiency  
Report by Chief Chemist to the MD on the way forward of 4<sup>th</sup> March 2006

#### 4.10 Genesis of the Current Dismissals

Huge pyrethrins losses were reported to the Managing Director by the laboratory department after an analysis of input/output of pyrethrins in the primary process and refinery covering a period from July 2004 to January 2006.

As a result of the report, the Managing Director appointed a committee to investigate the causes of the losses. The committee members included: -

- 1 Chief Chemist & Logistics Manager – Chairing
2. Finance Manager
3. Product & Marketing Manager
4. Audit Manager
5. Crop Production & Research Manager

On 30<sup>th</sup> March 2007 four officers namely: -

- |    |                        |   |                        |
|----|------------------------|---|------------------------|
| 1. | Sylvester Kamau        | - | Refinery Manager       |
| 2  | Gilbert Ombwori        | - | Supervisor Production  |
| 3. | Vincent Mecha          | - | Extraction Manager     |
| 4. | Fredrick Ngare Muchira | - | Supervisor Maintenance |

Were dismissed from the service on account of pyrethrin losses.

On 14<sup>th</sup> August 2007, the MD Polyne Sego reinstated Mr. Ngare Supervisor Maintenance and he (Ngare) was deployed to Kirinyaga District without any functional duties. According to the reinstatement letter Ref. PF/07-7758/PMI/JWG of 14<sup>th</sup> August 2007, Mr. Ngare had been reinstated because he had denied having worked within any production line which led to the losses of pyrethrin. Mr. Ngare was a Supervisor - Maintenance in the factory. What the team observed is that: -

- (i) There were no proceedings of the staff disciplinary committee which discussed the appeal.
- (ii) Mr. Ngare had adversely mentioned the Acting Factory Manager as the person who instigated his dismissal yet there was no evidence of any remarks from the Factory Manager on Mr. Ngare's appeal.
- (iii) Though all the other four officers had submitted their appeals, only Mr. Ngare's appeal was given special treatment by the MD.
- (iv) A statement of defence by Mr. Ngare was considered as final by the MD.

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The team also observed and it was very clear from the interview with the MD that some of the four officers dismissed had been against the importation of OR from Rwanda. Others had given information to the Criminal Investigation officers who had been called by the MD to investigate pyrethrine losses which according to the MD led to her being detained by the CID.

### Recommendations

- *From the interview with the Managing Director, it was very evident that she (MD) was bitter with the four officers for having her arrested by the CID. For justice to be done there is need for the Board to set up an independent committee to review the cases of the four officers together with the managers dismissed.*
- *It is important that a Board member with human resource management background is appointed to the Board of Directors.*
- *The Ministry of Agriculture should liaise with the CID Nakuru and get the report of their investigations.*
- *Commissioning of the new extraction plant should be fast tracked to avoid more losses of pyrethrine.*

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## CHAPTER 5

### 5.0 EXTRACTION OF PBK PYRETHRINE IN RWANDA (SOPYRWA I)

#### 5.1 Background Information

On 30<sup>th</sup> March 2003, fire broke out in the PBK's factory in Nakuru and extensively damaged one extraction plant. The extraction plant III which was burned down had the capacity to crush 40 to 48MT of flowers per day. This was about 70% of the Board's capacity to crush flowers. At the time of the fire, PBK had about 2000MT of flowers in the stores and was receiving an average of 800MT of flowers per month. With the reduced crushing capacity to 30%, the Board could not extract all the flowers received in the factory.

The Management, on 2<sup>nd</sup> April 2003 presented a Paper (Factory paper 6/2003) to a Special Board meeting held in Nakuru regarding the impact of the burnt plant. Among the various options presented to the Board by Management to avert the crisis were: -

- (a) Acquisition of a new 50 TPD solvent extraction plant
- (b) Acquisition of a used solvent extraction plant
- (c) Extraction of flowers in other established pyrethrum factories outside Kenya.

The investigating team did not get the resolution of the Board to settle on option (c) i.e. Extraction of flowers in other established pyrethrum factories outside Kenya. However, a team of two officers Mr. J. A. Gichana, Factory Manager and Mr. C. D. Ochieng, Chief Chemist were sent on a mission to Rwanda to identify and assess the capability of the pyrethrum extraction plant in Rwanda and study the Government requirements and logistics involved in

transporting, handling and delivery of pyrethrum flowers from PBK factory to Rwanda.

The team identified SOPYRWA of Rwanda and held a meeting with the Directors of SOPYRWA namely: -

1. Mr Paul Muvunyi - Managing Director
2. Mr. Aloys Gatemberezi - Director
3. Mr. Gideon Kayinamura - Director
4. Mr. Faustin Kinuma - Director

The team also toured SOPYRWA's pyrethrum fields and inspected the pyrethrum processing factory in Ruhengeri. In their submission paper dated 19<sup>th</sup> May 2003, the team recommended that with the approval of the Kenyan Government, PBK negotiate with SOPYRWA on the following issues among others: -

- (i) SOPYRWA and PBK to sign a 12 months agreement during which period SOPYRWA will process 4000MT of Grist into Oleo Resin (OR)
- (ii) PBK to send flowers in form of Grist to Rwanda for conversion into crude extract (OR).
- (iii) Oleo Resin (OR) to be packed in 100Kg epoxy lacquered drums for transportation back to Kenya

## **5.2 Signing of SOPYRWA I Contract**

The Acting Managing Director, PBK then Mr. J. M. Wangai wrote to the Permanent Secretary Ministry of Agriculture on 28<sup>th</sup> May 2003 requesting for authority to send pyrethrum flowers to Rwanda for processing (*See Annex XI Copy of the letter*) and to be exempted from the instructions contained in Treasury Circular No 2/2003 which suspended all capital expenditure by Government departments and parastatal organizations. This was because PBK intended to purchase and install a new extraction plant in the course of the year to replace extraction plant III which had been burned down.

On 24<sup>th</sup> June 2003, the Minister for Agriculture granted PBK's authority to process pyrethrum flowers in Rwanda through the consequential loss claim as per Section 6(a) of the Pyrethrum Act Cap 349.

On 1<sup>st</sup> July 2003, an agreement for processing services between Pyrethrum Board of Kenya and Societe de Pyrethre au Rwanda (SOPYEWA) was signed. *(See Annex XII) Copy of the agreement.* The contract was to commence on 1<sup>st</sup> July 2003 and end on 30<sup>th</sup> June 2004. With a provision for renewal for a further term mutually agreed on by both parties.

According to the contract, extraction charges were US \$12.50 per kg of OR 31% w/w pyrethrins produced. The fee was to be adjusted accordingly on a pro rata basis if the pyrethrum content of the OR was below 31% w/w. The extraction charges were to be paid on monthly basis based on the pyrethrins recovery and reconciliation statements as mutually agreed upon by the two parties. All payments were to be transacted through Telegraphic Transfers (TT) to an account held by the processor. The final payment was to be made at the end of the processing period.

### **5.3 Transportation of Grist to Rwanda**

PBK dispatched to Rwanda 2,381,320Kgs. of grist in 43 trips. Based on laboratory analysis this converted to 24,150.87Kgs Py~~th~~<sup>re</sup>. Records provided to the team by the Logistics department on dispatch warehouse report show that the grist was transported on diverse dates as shown below: -

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## EXPORT OF GRIST TO RWANDA IN METRIC TONNES

TRIP	DATE	WEIGHT MT	%PYS	MT PYS
1 <sup>st</sup> Trip	7/7/03	89.400MT	1.0755	0.961497
2 <sup>nd</sup> Trip	28/07/03	96.680MT	1.08912	1.053006
3 <sup>rd</sup> Trip	13/08/03	101.220MT	1.067	1.0800174
4 <sup>th</sup> Trip	29/08/03	101.850MT	0.950	0.967575
5 <sup>th</sup> Trip	19/09/03	50.150MT	1.148	0.575722
6 <sup>th</sup> Trip	25/09/03	94.700MT	1.178	1.11556
7 <sup>th</sup> Trip	7/10/03	50.550MT	1.127	0.5696985
8 <sup>th</sup> Trip	17/10/03	48.600MT	1.262	0.613332
9 <sup>th</sup> Trip	24/10/03	47.250MT	1.269	0.59960
10 <sup>th</sup> Trip	6/11/03	50.050MT	0.983	0.49199
11 <sup>th</sup> Trip	7/11/03	49.400MT	0.976	0.482144
12 <sup>th</sup> Trip	28/11/03	36.150MT	0.942	0.34053
13 <sup>th</sup> Trip	1/12/03	49.800MT	0.951	0.473598
14 <sup>th</sup> Trip	23/12/03	51.150MT	1.254	0.64142
15 <sup>th</sup> Trip	23/02/04	50.050MT	0.999	0.49999
16 <sup>th</sup> Trip	12/03/04	39.960MT	0.754	0.301298
17 <sup>th</sup> Trip	13/03/04	50.150MT	0.985	0.4939775
18 <sup>th</sup> Trip	15/03/04	48.950MT	0.985	0.4821575
19 <sup>th</sup> Trip	17/03/04	36.760MT	0.839	0.308416
20 <sup>th</sup> Trip	19/03/04	48.750MT	0.963	0.46946
21 <sup>st</sup> Trip	23/03/04	49.250MT	1.026	0.505305
22 <sup>nd</sup> Trip	29/03/04	49.350MT	1.045	0.5157075
23 <sup>rd</sup> Trip	06/04/04	49.400MT	0.823	0.406562
24 <sup>th</sup> Trip	17/04/04	49.700MT	0.920	0.45724
25 <sup>th</sup> Trip	14/05/04	49.600MT	0.872	0.432512
26 <sup>th</sup> Trip	17/05/04	48.500MT	0.992	0.48112
27 <sup>th</sup> Trip	20/05/04	47.650MT	0.871	0.4150315
28 <sup>th</sup> Trip	21/05/04	48.850MT	0.870	0.424995
29 <sup>th</sup> Trip	03/06/04	49.900MT	0.860	0.42914
30 <sup>th</sup> Trip	30/07/04	51.000MT	1.066	0.5030
31 <sup>st</sup> Trip	30/07/04	50.850MT	0.972	0.494262
32 <sup>nd</sup> Trip	02/08/04	99.050MT	0.9573	0.94820565
33 <sup>rd</sup> Trip	05/08/04	51.200MT	0.995	0.50944
34 <sup>th</sup> Trip	17/08/04	51.000MT	0.900	0.4590
35 <sup>th</sup> Trip	23/08/04	50.100MT	0.987	0.494487
36 <sup>th</sup> Trip	30/08/04	49.700MT	0.963	0.478611



- 22<sup>nd</sup> December 2004, Cheque No. 300055 of US \$11,972 encashed by Paul Muvunyi Passport No. PC 13544. PBK undertook to the indemnity for any liabilities. (See Annex XIV) **Copy of indemnity.**
- 31<sup>st</sup> March 2004, Mr. Ongiri Osinde Finance Manager receives on behalf of Mr. Paul Muvunyi US\$45,341.80.
- 5<sup>th</sup> August 2003, an advance of US\$3,000 is paid to Mr. Paul Muvunyi under Cheque No. 341877.

### **Recommendations**

- (i) *The Managing Director Ms. P. J. Sego, former Finance Manager, Mr. O. Osinde should be held responsible for breaching the contract and exposing PBK to possible cases of fraud by SOPYRWA.*
- (ii) *The Kenya Anti-Corruption Commission should move in to investigate the operations of SOPYRWA and M.G.N Transport in relation to their dealing with PBK.*
- (iii) *The payments made to SOPYRWA were being banked in diverse accounts in the United States. There is need to investigate if any former or existing employees of PBK or their immediate relatives are signatories to these accounts. (See Annex XVI.....) List of bank accounts in US*

### **5.5 Oleo Resin Received from Rwanda after Extraction**

Under the obligations of PBK as the contractor and SOPYRWA the processor in the Agreement signed between the two parties on 1<sup>st</sup> July 2003, PBK was to: -

- (i) Avail at its premises a total of 4000MT of flowers in powder form (grist) in consignments of approximately 25MT of known pyrethrin concentration.

(ii) SOPYRWA was on the other side to;

-Regularly collect pyrethrum grist from the contractor's factory in Nakuru.

-Process the powder (grist) of known and agreed pyrethrin content at the rate of 10MT per day.

### 5.6 Actual delivery

As indicated in 5.3 above, a total of 2,381,320Kgs. of grist was transported to Rwanda in 43 trips. When subjected to laboratory analysis, the amount converted to about 24,150.87Kg. pys. According to the Agreement, there was provision of loss through waste product (Marc) at 0.14% w/w pyrethrin content.

The Oleo Resin expected from Rwanda after allowing normal loss of 0.14% pys through Marc (Py product) was approximately 23,500.37Kg. pys in OR.

PBK received the following amounts of OR from Rwanda: -

Lot No.	Date	Weight of OR Kgs.	Pys Content %	Total Kg. Pys.
1.	07/10/03	10,184	30.35	3090.84
2.	01/12/03	10,631	29.97	3186.11
3.	05/04/04	10,335.9	28.87	2983.97
4.	18/04/04	20080	27.99	5620.39
5.	23/09/04	12000	26.60	3192
<b>Total</b>		<b>63230.9</b>		<b>18073.31</b>

The minimum limit of Kg. pys that PBK was to receive from SOPYRWA giving an allowance of 95% standard error was 23,310.22Kg. pys. From records availed to the team the amount of Kg. pys received was 18,073.31. The balance of 6,043.75Kg. (Equivalent to 22,720.86 Kgs. OR) analyzing at 26.6% pys content had as at 27<sup>th</sup> October 2007 not received in PBK.

According to the officers interviewed and especially the union staff and employees in factory this same deficit of 22,720.86Kgs. of OR was equivalent to the 25MT of OR purchased from Rwanda. The feeling of the staff was that if the extraction of OR from the grist transported to Rwanda was honestly done by the management, then there would have been no need of the second contract where 100MT of OR was being imported from Rwanda.

### **Observations**

- (i) Apart from the first delivery of 10.184 which could be traced by the team through the Goods Received Note No. 100451 dated 26/09/03 GRNs of the other purported deliveries were not produced.
- (ii) No record was retained of any bag of grist weighed in PBK so it was difficult for the team to establish the exact weight of OR expected from Rwanda.
- (iii) There was no record availed to the team despite demand for the same on the laboratory analysis from SOPYRWA on the level of Kg. pys received in the grist hence the expected Kg. pys in the OR.
- (iv) None of the senior officers was willing to give any information or answer questions posed to them by the team on the issue of the OR received from Rwanda. The Records Manager had promised to give records held in his office on the same but later declined after consultation with the Acting Chief Chemist and the Acting Factory Manager.
- (v) The deficit of 22,720.86 Kgs. was never recovered from Rwanda. Despite this loss, PBK went ahead to purchase 25MT of OR from the same processor (SOPYRWA) as explained in the next chapter.

### **Conclusion**

The officers were not willing to give information. There seems to have been a calculated move to burn the factory in March 2003 to

create room for transportation of grist to Rwanda for processing and import OR from Rwanda. The identification of SOPYRWA as the best company within (TAKERWA) to do the extraction and sell OR to PBK is suspect. The frequent visits of Mr. Paul Muvunyi and the cash payments are also suspect. This is evident by the fact that all senior officers interviewed were not willing to give information and earlier dismissal of all officers who had earlier opposed to the whole transaction.

There is need for the Kenya Anti-Corruption Commission to team up with the Inspectorate of State Corporations and investigate further the dealings of PBK and SOPYRWA to unearth the dealings of the management of PBK, SOPYRWA and M.G.N. Transporters.

**In order to do so, there is need to ask Ms. Polyne Sego, Managing Director to step aside.**

## CHAPTER 6

### 6.0 PURCHASE OF PYRETHRUM EXTRACTS FROM RWANDA (SOPYRWA II)

#### 6.1 Introduction

The Pyrethrum Board of Kenya is an acknowledged market leader and a respected authority in the global pyrethrum industry. Compared to other pyrethrum producers, PBK controls over 70% of world market. It is a pioneer in the pyrethrum production and boasts of over 70 years of trading experience in pyrethrum. Indeed, PBK is the preferred choice by pyrethrum and pyrethrum products consumers. As the team found out, despite this wealth of experience, PBK has never learnt to march pyrethrum production with the market demand. This inability to march demand with supply has severely affected business sustainability and continued market growth over the years.

The diminishing production of pyrethrum against increasing demand for pyrethrum products over the last five years period is as reflected in the table below: -

Year	Total Production (M) Tons	Sales (M) Tons
2002/03	10,953	3,758
2003/04	5,796	4,838
2004/05	2,207	4,726
2005/06	1,003	5,174
2006/07	826	2,390

The table shows the Board's flower deliveries declined drastically against increasing demands. Due to this situation, the Board was unable to meet its obligations to the market throughout the period under review. The same situation was experienced during the period between 1997 and 2001.

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During this period (1997-2001) many insecticides formulators were forced to reduce the amount of pyrethrum incorporated in their products since PBK was not in a position to adequately supply them as per market demand. The implication was an overall reduction in the market for the pyrethrum. Despite the situation, PBK has been receiving orders which they have been unable to service on time and in full since October 2006. This has resulted in cumulative orders as shown below: -

Product	Quantity Demanded	Approximated Value in Kshs.
Coarse Marc	264 MT	3,051,840.00
Powder 1.3%	44 MT	4,833,990.00
Pale 25%	3,600 Kgs.	18,665,000.00
Pale 50%	38,025 Kgs.	275,338,100.00
Pale Conce	20,600 Kgs.	251,622,016.00
<b>Total Approximated Value</b>		<b>517,519,946.00</b>

The Board's inability to supply these orders have the following implications: -

- (i) Lack of goodwill amongst the major long standing customers
- (ii) Loss of customers to other producers like Rwanda, Australia and China.
- (iii) Lack of market due to substitution of pyrethrum with synthetic pyrethroids.

In view of the aforesaid above, the team found that the shortage of flowers in Kenya, necessitated Management to import Oleo Resin (OR) from Rwanda. The idea was noble, its implementation was chaotic as Government Procurement Procedures and Regulations were flouted with impunity by the Managing Director who ignored the proper advice by the Board and employees namely Refinery Manager Mr. Sylvester Kamau and Finance Manager, Mr. Ongiri Osinde both of whom have since been dismissed.

6.1.1 Chronology of Events

- (a) In January 2006, the marketing department submitted a Board paper Sales & Marketing 2588 on the impact of the current shortage in the market of pyrethrum products. (See Annex XVI).
- (b) On 15<sup>th</sup> February 2006, M. J. Kuria presented a paper showing the projection of sales and flower deliveries up to the end of 2006. He explained that inventory levels at the beginning of February 2006 was about 150MT of OR that would yield approximately 72MT of Refined Pale 50% concentration. At the same period, the sales levels were about 12MT per month excluding upfront negotiated purchases.

According to the Product Marketing Manager, the stock existing then was to last for six (6) months only i.e. up to August 2006. This implied that by end of September 2006, the Board would have no product to sell to the customers. He expressed his fears that speculative purchasing would escalate the shortage problems.

On the same paper, he recommended that an alternative source of pyrethrum be identified. He proposed that SOPYRWA (Societe de Pyrethre en Rwanda) a pyrethrum producing company of Rwanda and a member of RWATAKE (Rwanda, Tanzania and Kenya) association be approached for the same since Tanzania did not have pyrethrum then and Australia and China would not even consider selling pyrethrum to PBK who is their competitor.

- (c) At the Board audit committee meeting held on 23<sup>rd</sup> and 24<sup>th</sup> February 2006, the Managing Director presented Paper No. 1371 under Min. No. BAC 15/2006 seeking the authority of the Board to outsource Oleo Resin (OR) from Rwanda. In her paper the Managing Director stated that in order to meet a projection of 7150MT of flowers to meet the demand there was need to source for 415MT of flowers to supplement the budget of 300MT approved by the Board.

She further reported that after considering all the producers of pyrethrum, SOPYRWA (Rwanda) was the best option in that they had enough stock and were willing to sell to the Board a total of 100MT of crude Oleo Resin over a period of 18 months at a cost of Kshs.438million.

The extract OR would then be refined at a cost of Kshs.24.3million and sold at Kshs.593.1million giving the Board a profit of Kshs.130million. The Board was however cautioned that the main focus and purpose of the purchase was to sustain the market during the shortage period as efforts are put in place to step up production in Kenya. The Board was also informed that the cost of purchasing the extract had been factored in 2006/07 financial budget.

The recommendation of the audit committee to the full Board for approval was however deferred as more details were sought from management before approval could be granted. The Board was however informed that Treasury had been approached for approval and KRA for waiver of tax.

- (d) On 3<sup>rd</sup> March 2006, the Board signed a contract with SOPYRWA for purchase of crude Oleo Resin Pyrethrum extract 25% w/w A.V.A.C. 9<sup>th</sup> Edition (See Annex XVII).  
**Copy of contract**

### Observations

- (a) At the time of entering into the contract and subsequent payment the Board owed the pyrethrum farmers Kshs.912million. The stock already in store as reflected in the records and MD's presentation to the Board was to last for a period of six (6) months. This was enough time for farmers to grow pyrethrum had Kshs.480million earmarked for importation of OR had been paid to them. The same amount would have been utilized for growing pyrethrum in their own nuclear farms to sustain the production of pyrethrum flowers on long terms basis.

- (b) The proposal for purchasing Oleo Resin (OR) from Rwanda was not discussed in the Board's tender committee as provided for in the Public Procurement Regulation 17(2) which was in existence then.
- (c) The Board management signed an agreement with SOPYRWA before approval from the Ministry of Agriculture and Ministry of Finance.

## **6.2 Anomalies with the Procedures Followed**

- (i) The management entered into an agreement with SOPYRWA on 3<sup>rd</sup> March 2006. On the same day the MD sought authority from the Director of Procurement to single source semi-processed material from Rwanda.
- (ii) On 21<sup>st</sup> March 2006, the MD sought authority from the Permanent Secretary Ministry of Agriculture to import crude pyrethrum (OR) from Rwanda under letter Ref. No. MD8157/BPJS/SWK this was after the contract had been signed.
- (iii) On 19<sup>th</sup> April 2006, the MD under internal memo Ref. No. MD.8183/B.16/PJS/SWK instructed the Finance Manager to immediately release US \$500,000 as down payment to SOPYRWA. She stated that the Board of Directors had approved the purchase and relevant authority from the Government was being sought.

The Finance Manager, in his memo Ref. No. FIN.133/256.E/OO/HNM dated 25<sup>th</sup> April 2006 advised the MD that it was important to get authority from the Government to purchase OR from Rwanda before any payment was made. He further advised that there was no provision for advance payment in the agreement and there was need to review the situation. (*See Annex XVIII*)

- (iv) Despite verbal advise by the Finance Manager on 24<sup>th</sup> April 2006 and a further memo on 25<sup>th</sup> April 2006 on the same, the MD on 24<sup>th</sup> April 2006 with the Marketing Manager Mr. J. N.

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Kuria under letter Ref. MD.8184/C/00/SWK instructed Barclays Bank of Kenya Ltd. Nakuru Branch to remit US \$500,000 to Account No. 10608811011-95 US dollars owned by SOPYRWA of Rwanda. (See Annex XIX)

- (v) On 5<sup>th</sup> May 2006, the Permanent Secretary Ministry of Agriculture under letter Ref. MOA/PYB/3/VOL II) approved the importation of 100MT of pyrethrum crude extract (OR) in four lots of 25MT each. This was to be brought between the month of May 2006 and June 2007.

As per the Goods Received Note No. 100452 (See Annex XX) Copy of GRN. The first consignment of 25MT of OR 25% was received in PBK on 23/24 August 2006. Despite this, PBK had already been invoiced by SOPYRWA under invoice No. 01/06 dated 12<sup>th</sup> April 2006 for 25MT of OR at a cost of US \$1,500,000 and a purchase order No. OR/2006/4/01 amended to read 3<sup>rd</sup> June 2006. (See Annex XXI).

- (vi) On 9<sup>th</sup> June 2006, the Permanent Secretary Ministry of Finance vide his letter Ref. No. 2/30/51 VOL.1(12) directed the Board to follow the laid down regulations on procurement before their request for direct procurement method could be considered. As observed in II above the US \$500,000 had already been paid.
- (vii) On 27<sup>th</sup> June 2006, the Permanent Secretary Ministry of Finance in his letter Ref. No. PPD 2/30/51 VOL.1(14) noted that PBK had already been invoiced by M/S SOPYRWA. The letter also noted that PBK was asking for post-facto authority which Treasury does not give.

The Chairman of the Board Mr. Isaac Mwangi pleaded with Treasury that if authority was not granted then PBK would be out of operation. The PS noted that since the Board wanted to remain in operation they could go ahead and procure the first 25 tons of crude pyrethrum extract pursuant to regulation 17(4) and warned the Board that the authority did not exempt them from answering any future queries should any arise.

(viii) On 3<sup>rd</sup> July 2006, the Finance Manager Mr. Osinde paid Kshs.21,260,471 to customs and excise department in respect of VAT for importation of 25MT of crude pyrethrum extract. *(See Annex XXII) Copy of Pay advice*

(ix) On 7<sup>th</sup> July 2006, a consignment of Ole Resin (OR) from Rwanda was received at the PBK offices in Nakuru. On the same day the Finance Manager Mr. Osinde on the instructions of the Managing Director instructed the Manager Barclays Bank of Kenya Ltd. Nakuru West Branch to transfer the balance of US \$1,000,000 by wire to Account No. 106 08811011 – 95 US Dollars.

As the team found out, the PBK Management Finance committee chaired by Acting Factory Manager Mr. Elly Owawa had pleaded with the Management to renegotiate the credit period with SOPYRWA so that 50% of the Kshs.72million which was Kshs.36million payable to SOPYRWA could be paid to growers to motivate them to continue planting flowers and reduce arrears. The committee was also notified by Mr. Kamau the Refinery Manager that the buying price was higher than the PBK selling price after deducting the processing cost.

The committee recommended that the buying of SOPYRWA Oleo Resin (OR) be discontinued since it was not sustainable and priority be made by encouraging Kenyan pyrethrum growers to expand their pyrethrum acreage.

Despite this advice, the Management continued to import OR from Rwanda and received 7 MT of 25% concentration on 11<sup>th</sup> November 2006 as per GRN No. 100454 and 10MT of 25% concentration on 23<sup>rd</sup> March 2007 as per GRN No. 100455.

Instead of paying the farmers as recommended by the Board Management Finance Committee on 12<sup>th</sup> July 2006, the MD advised Barclays Bank of Kenya Ltd. Nakuru to pay US \$62,496 to SOPYRWA through Account No. 10608811011-95 US dollars under letter Ref. No. FIN.03/497.F/06 JM of 3<sup>rd</sup> August 2006. *(See Annex XXIII)*.

The GRNs on consignments from Rwanda were serialized as below.-

- September 2003	-	GRN No. 100451
- August 2006	-	GRN No. 100452
- November 2006	-	GRN No. 100454
- March 2007	-	GRN No. 100455

The above specialization which followed each other closely despite different dates of issue, raises concern on their authenticity.

### **Observations**

- (a) The letter from the PS Finance dated 27<sup>th</sup> June 2006, gave the Board authority to procure only the first 25 tons of crude pyrethrum extract from Rwanda. The Board received in total 42MT of OR on diverse dates. There was no evidence of further authority from the PS Finance to import the extra 17MT of Oleo Resin (OR).
- (b) The action of the MD even after receiving advice from the Board, the Finance committee, the Finance Manager and other officers shows that the MD was determined for her own good reasons to promote pyrethrum production in Rwanda as opposed to promoting the industry in Kenya which is contrary to the provisions of the Pyrethrum Act Cap 340, their vision and mission statement and core values.

### **6.3 Cash Payment**

During investigation, it was noted that the Managing Director Mrs. Polyne Segoo used to draw cash and pay the Rwandese merchant by the name Paul Muvunyi. An initial cheque No. 0300120 dated 7<sup>th</sup> February 2006 of US \$49,400 was to be drawn in the name of Mrs. Polyne Segoo but after second thought the cheque was cancelled and money drawn in cash in three tranches of US \$30,000, 9,400 and 10,000. The circumstance in which the money was withdrawn and paid to the supplier is contrary to the terms of the contract and

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the code of ethics of public officers. See cancelled cheque and letters used as authority to withdraw cash annexed (*See Annex XXIV*).

## 6.4 Discrepancies in Documents

On 29<sup>th</sup> November 2006, the customer advisor of Barclays Bank of Kenya Limited, Trade Services Centre Nairobi wrote to the MD PBK informing her that they had received documents which confirmed the following discrepancies: -

- (i) Road consignment note not presented
- (ii) IDF No. E0610045326 not marked on invoices
- (iii) Invoices not confirming compliance with Invoice No. 02/06 dated 27.10.06
- (iv) Insurance policy certificate not presented
- (v) Certificate of compliance with additional condition No. 5 not presented.
- (vi) Documents not marked drawn under Barclays Bank of Kenya Ltd. Nairobi Credit No. 740LCO12063 dated 03.11.06 as per letter of credit terms.

The documents were in support of payment of US \$420,000 payable to SOPYRWA for 7000Kgs. of crude pyrethrum extract.

On 4<sup>th</sup> December 2006, the Managing Director under letter Ref. 1M.1369/0019B and wrote back to the Manager, Barclays Bank of Kenya Ltd. and requested the bank to kindly accept the documents despite the discrepancies and arrange to remit US \$420,000 to M/S SOPYRWA of Rwanda. (*See Annex XXVI*)

The team observed that the Invoice No. 02/06 dated 27<sup>th</sup> October 2006 requesting 7000Kg of OR was suspicious. Comparing the invoice that was emailed from Rwanda with the invoice that was

presented to the team reveals that the sent document was signed while the copy was not signed.

### Recommendations

- *KACC should move and investigate any possible fraud.*
- *The MD should be held accountable for flouting Government procedures in that she purchased Oleo Resin (OR) from Rwanda before submitting the proposal to the Tender committee which was in existence then.*
- *The MD be held accountable for signing an agreement with SOPYRWA before getting approval by the Ministry of Agriculture and the Ministry of Finance.*
- *The MD be held accountable for approving the down payment of US \$500,000 (Kshs.36,500,000) in breach of the agreement and against the advice of the Finance Manager.*
- *The MD has portrayed herself as a person who has no interests of the pyrethrum farmers at hand. This is evidenced by her authorizing PBK to pay SOPYRWA Ksh.72million against the advice of the Finance committee to renegotiate the credit period in order to pay farmers Kshs.36million.*
- *The conduct of Mrs. Polyne Sego should be investigated further by KACC and CID as she is likely to render a compromised image of an administrator.*

## **CHAPTER 7**

### **7.0 The Provident Fund**

#### **7.1 Introduction**

Prior to 1991, PBK operated an in-house provident fund. With the introduction of the current PBK staff superannuation scheme, the in-house provident fund was abolished and the members were all paid their dues.

#### **7.2 Current PBK Staff Superannuation Scheme**

The current scheme was established on 1<sup>st</sup> January 1991 as a defined benefit scheme. The main purpose of the scheme is the provision of pension for members upon their retirement and relief for the dependants of deceased members.

##### **7.2.1 Contributions**

This is a contributory scheme with the employees contributing 5% of their pensionable salaries and the employer contributes the balance of the cost of providing the benefits subject to a minimum of 15% of each member's contributionable salary.

##### **7.2.2. Benefits**

The benefits available to the scheme are: -

- (a) Normal retirement benefits - paid on retirement at the age of 55 years.
- (b) Early retirement - paid as per normal prevailing retirement benefits rules.
- (c) Late retirement
- (d) Ill health retirement

- (e) Death on service benefits
- (f) Leaving the service

### **7.2.3 Administration of the Scheme**

The Scheme is managed by a team of trustees. Currently the following are the trustees: -

1. Samuel Kihiu
2. Polyne Segoo
3. David Mwangi
4. Peter Ohanya
5. Charles Odongo

### **7.2.4 Operations of the Scheme**

As the team found out, the staff superannuation scheme operated from 1991 up to 2<sup>nd</sup> August 2005 when it was taken over by Kingsland Court, without any audited accounts, actuarial valuation or Annual General Meetings.

The only General Meeting held was in 2001 during the implementation of the staff restructuring and 2005 just before the scheme was taken over. The minutes of the two meetings were not availed to the team by the time they left Nakuru.

The scheme's Trust Deed requires that an actuarial valuation be carried out at least once every three years. The first actuarial valuation was done in December 2002 by Alexander Forbes Financial Services Limited. The actuarial report showed that the scheme was grossly under-funded to the tune of Kshs.306,690,000. This translated to 22.9% lower than the minimum funding requirement by the Retirement Benefits Regulation of 80%.

The actuaries recommended that the trustees prepare a remedial plan to eliminate this deficiency. The team noted that no remedial plan was drawn by the trustees up to the time the scheme was taken over by Kingsland Court. Failure by the trustees to address

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the issues raised by the actuaries (Alexander Forbes) increased the deficit from Kshs.306,690,000 as at 31<sup>st</sup> December 2002 to Kshs.388million as at 31<sup>st</sup> December 2004. This was an increase of Kshs.82,310,000.

## Observations

The trustees of the scheme namely: -

1. Henry N. M'Nairobi
2. Martin O. Owiti
3. Polyne J. Segoo
4. Ongiri Osinde
5. Haron O. Tinga
6. Sammy K. Thuo

Acted irresponsibly by: -

- (i) Failing to comply with the provisions of the RBA Act.
- (ii) Failing to have their accounts audited
- (iii) Failing to carry out an actuarial valuation
- (iv) Failing to hold annual general meetings
- (v) Failing to implement the recommendations of the actuarial report hence increasing the actuarial deficit by Kshs.82,310,000.

## Recommendations

- *The trustees of the scheme then namely: -*

*Henry N. M'Nairobi*

*Martin O. Owiti*

*Polyne J. Segoo*

*Ongiri Osinde*

*Haron O. Tinga*

*Sammy K. Thuo*

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Be surcharged Kshs.823,100.00 being 10% of the deficit incurred by the scheme between December 2002 and December 2004 for failing to implement the recommendations of the actuaries to develop a remedial plan for the already existing deficit of Kshs.306,690,000.

## 7.3 Current Status

As noted in 7.2.4 above, the trustee of the PBK superannuation scheme failed to carry out an actuarial evaluation report as provided for in the Trustee Deed. They also failed to keep proper financial and accounting records for the scheme and did not subject the scheme to annual audits. The effect of this was a funding deficit.

According to the Administrator of the scheme, Kingsland Court, the essential reason for the funding deficit was a mismatch between the cost of providing the benefits accruing to members under the terms of the trust deed and the funding provided from contributions from the employer and members.

In the actuarial report of 2002 and 2004, the rate of contributions required to meet the cost of benefits accruing to members was 29% of salaries while the actual rate of contribution was 20%. This trend has continued up to date and as at 31<sup>st</sup> December 2006 the funding deficit stood at Kshs.473million.

## 7.4 Appointment of Kingsland Court

The audit team noted that on 2<sup>nd</sup> August 2005, the Retirement Benefits Authority (RBA) wrote to all trustees of PBK staff superannuation scheme a letter Ref. RBA/SC/530 issuing a notice of appointment of an Interim Administrator of PBK staff superannuation scheme and disqualification of scheme trustees.

According to the letter (*See Annex XXVI.*) RBA in pursuant of Section 45(2) of the Retirement Benefits Act, 1997 appointed M/S Kingsland Court Trusts and Benefits Services Limited to be the

Interim Administrator of the PBK staff superannuation scheme. The scheme was put under statutory interim administrator because it (the scheme) had failed to comply with the provisions of the Retirement Benefits Act.

In pursuant to Section 26(1)(d) the Retirement Benefit Act the Authority disqualified the trustees namely: -

Henry N. M'Narobi  
Martin O. Owiti  
Polyne J. Sego  
Ongiri Osinde  
Haron O. Tinga  
Sammy K. Thuo

The initial mandate given to Kingsland Court by RBA was of three months and was to expire on 24<sup>th</sup> November 2006. Due to good performance by Kingsland Court, its mandate was extended twice, on 25<sup>th</sup> December 2006 and 9<sup>th</sup> February 2007. The last mandate was to expire on 30<sup>th</sup> June 2007, though Kingsland Court was still the Administrator as at 1<sup>st</sup> October, 2007.

### **Observations**

- (i) The team observed that all the employees of PBK were happy with the performance of Kingsland Court.
- (ii) Kingsland Court has been holding various meetings with the trustees and the employees. In one of the meetings held on 9<sup>th</sup> February 2007 between Kingsland Court, the trustees and employees representatives, Mr. Roger Urion the representative of Kingsland Court observed that the current problem of mismatch between inflows and outflows which keeps increasing the actuarial deficit would have been identified and arrested early if prudent management of the scheme had been exercised. According to Mr. Urion, prudent management required proper keeping of financial and accounting records. These accounts should have been subjected to annual audits and triennial actuarial valuations

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as required in the Trust Deed. *(See Annex XXVI) Copy of the minutes*

- (iii) Kingsland Court was in agreement with the actuarial report by Alexander Forbes that the benefits provided under the terms of the Trust Deed are over generous.
- (iv) Kingsland Court had given two options to PBK for the scheme to be sustained: -
  - (a) Restructuring the defined benefit by reducing the value of future benefits.
  - (b) Converting to a defined contribution transfer the values of past services accrued benefits to the individual members accounts in the defined contribution.

While option (b) is the preferred option, by both the Administrator and the trustees, it is not possible to implement it at the moment because of the deficit. The deficit stood at Kshs.473million as at 31<sup>st</sup> December 2006 with a possibility of raising to over Kshs.500million by December 2007.

## **Recommendation**

***PBK should look for ways of raising funds to bridge the deficit.***

## **CHAPTER 8**

### **8.0 Other Issues**

#### **8.1 Working Conditions**

An interview with union leaders and employees revealed a workforce that is totally committed to the well-being of the organization. However, the team noted that the employees working conditions were deplorable; in the factory employees worked without protective clothes. In the process investigation laboratories, there was foul smell from the chemicals, employees were working without masks, safety boots, gloves, dust coats and the wind valves were not working.

#### **8.2 Staff Morale**

The general staff morale was low as the team observed. On questioning the workers, the team learnt that the morale was low because of two issues namely: -

##### **(i) Violation of agreed items under the CBA**

The employees, though sympathetic to the current financial crisis that the Board is experiencing, explained that Management was pushing their patience so far. According to the Union leaders, the Management does not consult them before implementing Board resolutions that affects or contradicts the provision of the CBA. Among the areas where the Unionisable staff felt short-changed were: -

##### **(a) Transport**

The most affected are the employees who work on night shift. Before the Board resolution to cut on cost, there was a shift vehicle which used to pick employees at night in designated areas and drop others at drop-off points. The Board withdrew those vehicles without taking into consideration the safety of employees. The CBA has a provision for security, transport for workers leaving work after 6.00p.m. and before 6.00a.m.

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## (b) Overtime Payment

According to the CBA, the normal working hours for each employee per month is 182. Working beyond 182 hours per month qualifies an employee for overtime payment. No overtime payment is done currently.

## (ii) Management Problems

During investigations, the team found that there was no proper communication channel among management, farmers and employees.

The employees expressed their concerns that the MD had ignored the departmental heads and opted to deal with junior officers. Both the board and staff expressed concern over the MD'S (Mrs Segó) drinking problems.

## (iii) Nuclear Farms

The team noted that PBK has several pieces of land which could be used for the growth of pyrethrum as a fall-back position when farmers fail to deliver crops which is not the case.

The farms would also be used for production of pyrethrum seedlings which are currently being provided by contracted farmers. Seedlings provided by these farmers have a poor germinating rate.

## 8.3 Erroneous Payment of Allowances

The team noted that the salaries for staff and allowance for Board members were approved by the Permanent Secretary, Agriculture vide his letter Ref. MOA/B.1/11A/4 VOL.I(4) of 2<sup>nd</sup> August 2005. (*See Annex XXVII*) *Copy of PS Letter*. However, the Management awarded themselves unapproved allowance namely; Other Remunerative Allowance.

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Prior to this, the management had various remunerative allowances depending on the nature of work. Medical allowance was the only allowance paid to all the staff. The management lumped up all existing allowances into "Other Remunerative Allowance". Under this allowance, the lowest paid was Kshs.14,000 and highest paid was Kshs.45,000.

This irregular payment escalated the wage bill from Kshs.2million to Kshs.3million per month. It is worth noting that the said allowances were neither approved by the Board nor authorized by the parent Ministry.

## Recommendations

- *PBK should improve the working conditions of the factory by providing protective gear.*
- *The Board should provide transport for employees working on night shift.*
- *The Board should stop and recover all allowances paid erroneously to management staff.*
- *The Board should reprimand the Managing Director and her team for misleading the Board on issue of allowances.*
- *The Board should adhere to the laid down Government regulations and procedures.*



# ANNEXURES



Annex 1

*List of outstanding imprest*

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Pyrethrum Board of Kenya Management Staff Debt Listing As at 30/09/2007			
Acc. No.	Description	Debits	Credits
2103-0034	Mgt Staff Debt - Kuria James N		
2103-0042	Mgt Staff Debt - C. D. Ochieng		203,602.66
2103-0044	Mgt Staff Debt - Ongiri Osinde	50,232.71	
2103-0045	Mgt Staff Debt - James O/A Gichana	5,548.45	
2103-0048	Mgt Staff Debt - OWAWA KELLY OLUOCH	8,966.80	
2103-0051	Mgt Staff Debt - Tiampati Robert M		2,750.00
2103-0060	Mgt Staff Debt - Silvester M. Kamau	134,779.25	
2103-0068	Mgt Staff Debt - Sum Kefa S O		1,000.00
2103-1586	Mgt Staff Debt - David Tahul		2,106.00
2103-1663	Mgt Staff Debt - RICHARD KIPKEU CHEBET	21,500.00	
2103-1714	Mgt Staff Debt - Desterio P Odwori	40,610.75	
2103-1767	Mgt Staff Debt - Jacob M. Kaliriana	11,991.00	
2103-1917	Mgt Staff Debt - Annabel N. D. Mwangi	40,000.00	
2103-1993	Mgt Staff Debt - Perpetua Kahyitu		16,445.55
2103-1996	Mgt Staff Debt - Renison K. Langat	32,828.00	
2103-2005	Mgt Staff Debt - Shem M. Onserio	2,000.00	
2103-2087	Mgt Staff Debt - Renny K. Maritim	1,000.00	
2103-2092	Mgt Staff Debt - JAMES O NYAMWARO	8,000.00	
2103-2133	Mgt Staff Debt - Jane W. Kago	394.00	
2103-2273	Mgt Staff Debt - Samuel O. Nderge	1,000.00	
2103-2312	Mgt Staff Debt - David C. Bii	1,126.00	
2103-2324	Mgt Staff Debt - David Mbugha		7,340.00
2103-2381	Mgt Staff Debt - Maurice A. Amolo	18,000.00	
2103-2424	Mgt Staff Debt - Peter N. Waweru	13,000.00	
2103-2503	Mgt Staff Debt - Isaac K. Nguri	55,647.00	
2103-2511	Mgt Staff Debt - Rono K. Cheruiyot	35,575.65	
2103-2515	Mgt Staff Debt - Obed O. Machogu	17,187.75	
2103-2516	Mgt Staff Debt - Stanley O. Ngeho		2,498.00
2103-2520	Mgt Staff Debt - Janet M. Nyakemwa	77,116.50	
2103-2523	Mgt Staff Debt - Donald O. Okoyo	15,600.00	
2103-2527	Mgt Staff Debt - Severin M. Mathenge	348,293.80	
2103-2529	Mgt Staff Debt - David K. Kilel	1,000.00	
2103-2530	Mgt Staff Debt - David K. Cheruiyot	114,752.95	
2103-2532	Mgt Staff Debt - Joel K. Kosgei	8,000.00	
2103-2534	Mgt Staff Debt - Stanley Tonui	6,116.50	
2103-2543	Mgt Staff Debt - JAMES ONKOBA MOMANYI	6,889.00	
2103-2545	Mgt Staff Debt - Richard M. Keter	1,500.00	
2103-2570	Mgt Staff Debt - SAMUEL C. BETT		750.00
2103-2572	Mgt Staff Debt - DANIEL CHEROGONY		5,320.00
2103-2584	Mgt Staff Debt - EMILY G. MWANGI		2,000.00
2103-2587	Mgt Staff Debt - MICAH K. YATOR	11,120.00	
2103-2590	Mgt Staff Debt - Vincent M. Mecha		7,315.00
2103-2594	Mgt Staff Debt - Eva Machabe	31,000.00	
2103-2596	Mgt Staff Debt - RODAH CHERONO MAGERER	30,000.00	
2103-2599	Mgt Staff Debt - Joel A. Nyachiro		178.00
2103-2643	Mgt Staff Debt - Samuel Mwangi Muriage	1,500.00	
2103-2758	Mgt Staff Debt - Sally J. Maritim	76,451.35	
2103-2760	Mgt Staff Debt - Fanuel Otieno Anyiti	5,000.00	
2103-2806	Mgt Staff Debt - Peter Kaumbutu	18,000.00	
2103-2857	Mgt Staff Debt - PHILIP KIPLANGAT MUTAI		4,180.00
2103-2937	Mgt Staff Debt - Julius G. Muchira	68,022.00	
2103-3184	Mgt Staff Debt - ATANDI KENNEDY M		310.00
2103-3199	Mgt Staff Debt - Robert Yego	381,409.45	
2103-3288	Mgt Staff Debt - Winnie W. Waweru	169,585.50	
2103-3390	Mgt Staff Debt - NJOROGE FRANCIS WAWERU	2,000.00	
2103-3404	Mgt Staff Debt - CAROLINE M. IMBWAGA	14,000.00	
2103-3406	Mgt Staff Debt - Isaac M. Makori	3,000.00	
2103-3416	Mgt Staff Debt - GRACE Wanjiku NJOROGE	96,668.85	
2103-3417	Mgt Staff Debt - Lucy. Komen. Birir	128,594.85	
2103-3418	Mgt Staff Debt - Jacqueline J. Ngetich	12,400.00	
2103-3420	Mgt Staff Debt - HENRY NYAKUNDI SURE	350,457.30	
2103-3424	Mgt Staff Debt - NOEL IMBWANA AKIVEMBE		2,500.00
2103-3444	Mgt Staff Debt - JOHN N. MAJINA	163,213.00	
2103-3447	Mgt Staff Debt - PAUL K. CHELOGET	332.00	
2103-3448	Mgt Staff Debt - Milka M. Njube		1,920.00
			1,155.90

2103-3450	Mgt Staff Debt - Peter S. Cheplumo		
2103-3454	Mgt Staff Debt - Charles O. Atinga	350,600.00	
2103-3456	Mgt Staff Debt - SIMON L. NAMUNYAK	80,009.82	
2103-3457	Mgt Staff Debt - TELIENY PRISCILLA JESEPEK	20,000.00	
2103-3463	Mgt Staff Debt - CAROLYNE G. KOECH		1,463.20
2103-3464	Mgt Staff Debt - Richard O. Nyagancha	5,150.00	
2103-3466	Mgt Staff Debt - GEORGE GITHAE NYAMU		13,464.00
2103-3468	Mgt Staff Debt - YEGO JOHN KIMUTAI	54,880.00	
2103-3471	Mgt Staff Debt - JOSEPH W WANGUHU	667,276.00	✓
2103-3473	Mgt Staff Debt - SAMUEL M MATONDA	66,000.00	
2103-3476	Mgt Staff Debt - KEVIN I MPAKA	30,874.97	
2103-3480	Mgt Staff Debt - Ibrae P. Molu	76,406.55	
2103-3481	Mgt Staff Debt - NKAMINEN PETER S. OLE	11,250.00	
2103-3483	Mgt Staff Debt - GETENGA NORAH MANDERE		330.00
2103-3485	Mgt Staff Debt - KIINI BONIFACE KYALO	1,440.00	
2103-3488	Mgt Staff Debt - WANJOHI PETER KAMAU	10,900.00	
2103-3490	Mgt Staff Debt - POLYNE J. SEGO	4,901.00	
2103-3491	Mgt Staff Debt - JAMES R. OTIENO OPOLO	57,131.82	
2103-3505	Mgt Staff Debt - TITUS OIRA NYAKUNDI	5,000.00	
2103-4665	Mgt Staff Debt - DAVID K. KOSGEY		1,500.00
2103-4666	Mgt Staff Debt - JOHN JOSEPH MAINA FRANCIS		6,000.00
2103-4702	Mgt Staff Debt - Philip Langat	472.60	
		1,500.00	
		4,085,203.17	284,128.31

ANNEX III

ACCOUNTS TO OFFICERS

Sort By (Account No)  
 Include Accounts With No Activity [N]  
 For Year-Period [2008 - 04]  
 From Account No. [2120000] To [21206000]  
 From Account Group [Current assets] To [Other]

Account Number	Description	Debits	C
2120-0053	Float Account-Isaac Ngetich		
2120-0070	Float Account-Stephen O Wangaj	22,000 00	
2120-1583	Float Account-J Wanjohi	5,000 00	
2120-1605	Float Account-Wokabi Wangombe	0 00	
2120-1631	Float Account-C Achimba		
2120-1663	Float Account-R Chebet	6,000 00	
2120-1707	Float Account-Z M Nyakeruma	8,000 00	
2120-1714	Float Account-Odwor D P	2,000 00	
2120-1767	Float Account-Jacob Kainama	5,000 00	
2120-2039	Float Account-Joseph Siele	2,500 00	
2120-2087	Float Account-R K Maritim	8,000 00	
2120-2242	Float Account-F Mbkongu	2,000 00	
2120-2244	Float Account-Zakaria A Kimoso	0 00	
2120-2248	Float Account-F MISOE	7,960 00	
2120-2312	Float Account-David C Bii	10,240 00	
2120-2515	Float Account-Obed Machogu	9,060 00	
2120-2516	Float Account-Stanley Ngeno	0 00	
2120-2526	Float Account-Louise Anyona	0 00	
2120-2531	Float Account-D K Langat	20,000 00	
2120-2532	Float Account-Joel K Kosgei	0 00	
2120-2535	Float Account-Stanley K Tonui	1,075 00	
2120-2543	Float Account-James O Momanyi	20,070 00	
2120-2551	Float Account-Nancy Wangui Kimemia	2,000 00	
2120-2560	Float Account-Charles T Marang	30,000 00	
2120-2565	Float Account-Susan Chepkosgei	0 00	
2120-2567	Float Account-Lenard M Wanjau	2,000 00	
2120-2570	Float Account-S Bett	0 00	
2120-2572	Float Account-Daniel Cherogony	0 00	
2120-2573	Float Account-Symon Cheboswony	2,000 00	
2120-2575	Float Account-R W Nyutu	0 00	
2120-2576	Float Account-Lucy Sol	2,000 00	
2120-2580	Float Account-Jullus M Nyamban	2,000 00	
2120-2582	Float Account-John K Kibii	2,000 00	
2120-2583	Float Account-Richard N Muruth	2,000 00	
2120-2584	Float Account-Ernily Kiratu	4,000 00	
2120-2585	Float Account-J K Ngeno	0 00	
2120-2589	Float Account-Joseph K Cheruiy	2,821 00	
2120-2592	Float Account-Mary M Ontiri	2,000 00	
2120-2596	Float Account-Rodah Magerer	68,340 00	
2120-2597	Float Account-Samuel C Kendago		
2120-2654	Float Account-Mathew M Kimole	0 00	
2120-2758	Float Account-Sally J Yego	0 00	
2120-2857	Float Account-Philip K Mutai	4,000 00	
2120-2877	Float Account-J Karuki	0 00	
2120-3022	Float Account-Naorhi W Kimani	0 00	
2120-3189	Float Account-Peter K Chebii	5,000 00	
2120-3214	Float Account-S Gechanga	0 00	
2120-3225	Float Account-Videlice Wabwire	2,660 00	
2120-3244	Float Account-R K Chepkwony	3,000 00	
2120-3360	Float Account-Wilson Tarus	8,000 00	
2120-3403	Float Account-Lynda Ongoma	2,000 00	
2120-3405	Float Account-Ruth N Kanyutu	0 00	
2120-3414	Float Account-Moses Kiarie	2,935 00	
2120-3420	Float Account-Henry N Sure	0 00	
2120-3421	Float Account-John Mwecher	2,500 00	
2120-3422	Float Account-Paul Ngeno	15,000 00	
2120-3428	Float Account-Stedys J Chebot	2,000 00	
2120-3430	Float Account-Abdullah M Hassa	2,000 00	
2120-3438	Float Account-Daniel P Kipchum	2,000 00	
2120-3434	Float Account-Charles M Ndungu	2,000 00	
2120-3436	Float Account-Geoffrey A Sabwa	0 00	
2120-3438	Float Account-Fredrick Misik	2,000 00	
2120-3439	Float Account-Omangi L Otiso	1,620 00	
		2,000 00	

1,44E

Acct. No.	Description	Debits	Credits
2107-1605	Non Mgt Staff Debt - WOKABI WANGOMBE		
2107-1625	Non Mgt Staff Debt - JOSEPH MAKORI ORONI	325,248.00	
2107-1631	Non Mgt Staff Debt - CHARLES N. ACHIMBA	8,000.00	
2107-1702	Non Mgt Staff Debt - KENNETH KARUGO M KAMAU	53,761.40	
2107-1703	Non Mgt Staff Debt - DAVID KISUZA BWOSI	18,150.25	
2107-1731	Non Mgt Staff Debt - JAMES AHENDA	5,265.50	
2107-1740	Non Mgt Staff Debt - SAMMY MWANGI	19,329.90	
2107-1750	Non Mgt Staff Debt - JONATHAN KAREMI PETER	16,846.50	
2107-1789	Non Mgt Staff Debt - DENIS AMUKHOYE	6,147.90	
2107-1807	Non Mgt Staff Debt - PATRICK N MBUGUA	19,362.90	
2107-1822	Non Mgt Staff Debt - DUNCAN MURIUKI		5,486.00
2107-1837	Non Mgt Staff Debt - ERNEST MUSALI	174.50	
2107-1855	Non Mgt Staff Debt - SIMON NYAANGA KENYURI	200,759.85	
2107-2008	Non Mgt Staff Debt - JOHN N. WAINAINA	6,527.40	
2107-2039	Non Mgt Staff Debt - JOSEPH K. SIELE	10,747.35	
2107-2041	Non Mgt Staff Debt - DAVID MUNGAI OBADIA	39,904.85	
2107-2082	Non Mgt Staff Debt - FRANCIS PHILIP KIINI	48,154.30	
2107-2083	Non Mgt Staff Debt - PHILIP WAMWENGE MASINDE	18,240.40	
2107-2119	Non Mgt Staff Debt - WILLYS A. OTOMBO	24,648.15	
2107-2244	Non Mgt Staff Debt - ZAKARIA AYABEI KIMOSOP	14,886.00	
2107-2248	Non Mgt Staff Debt - FRANCIS MAINA	245,034.00	
2107-2250	Non Mgt Staff Debt - GODFREY OCHIENG ODUHO	44,037.00	
2107-2251	Non Mgt Staff Debt - FRANCIS MUTINDA	4,703.90	
2107-2252	Non Mgt Staff Debt - JOHNSON K. GITHINJI	3,826.90	
2107-2257	Non Mgt Staff Debt - HOWARD K. KORIR		0.90
2107-2264	Non Mgt Staff Debt - ROBERT T. TKINGOINA	1,502.00	
2107-2279	Non Mgt Staff Debt - JOSEPH NYATHURE	15,448.20	
2107-2282	Non Mgt Staff Debt - JACKSON K. MURIITHI	5,020.00	
2107-2290	Non Mgt Staff Debt - ISAAC ONDIKI	9,436.65	
2107-2320	Non Mgt Staff Debt - DANSTON LUSIOLA KEGOLI		1,715.00
2107-2322	Non Mgt Staff Debt - DOUGLAS M. SAMUEL	15,173.85	
2107-2337	Non Mgt Staff Debt - ROBERT GHEMUYO ROTICH	1,590.00	
2107-2355	Non Mgt Staff Debt - AMBROSE KHANDIA LUTUKAI	7,261.50	
2107-2357	Non Mgt Staff Debt - JOSPHAT OKUMU OGOLA		221.00
2107-2376	Non Mgt Staff Debt - RICHARD K. BARSULAI	10,375.00	
2107-2378	Non Mgt Staff Debt - NAHASHON N. NDIRANGU	19,240.45	
2107-2388	Non Mgt Staff Debt - FREDRICK SIKALIEH	4,043.60	
2107-2409	Non Mgt Staff Debt - NICHOLAS ARAP TUM	23,946.70	
2107-2418	Non Mgt Staff Debt - JEREMIAH KHATIKA ASIENGA	12,846.50	
2107-2425	Non Mgt Staff Debt - MESHACK OMEDI	25,324.50	
2107-2601	Non Mgt Staff Debt - STEPHEN OUMA	13,659.55	
2107-2620	Non Mgt Staff Debt - JACKSON K. KIMANI	13,082.95	
2107-2622	Non Mgt Staff Debt - JULIUS ROGITO	8,841.00	
2107-2654	Non Mgt Staff Debt - MATHEW MBUVI KIMOLE	4,843.50	
2107-2666	Non Mgt Staff Debt - STEPHEN K. MUIGAI	11,930.00	
2107-2669	Non Mgt Staff Debt - EZEKIEL N. MWANGI	589.15	
2107-2676	Non Mgt Staff Debt - PATRICK O. OBURA	20,000.00	
2107-2679	Non Mgt Staff Debt - SAMUEL C. KIPKORIR	5,743.25	
2107-2681	Non Mgt Staff Debt - EZEKIEL SOI	211.50	
2107-2685	Non Mgt Staff Debt - EDWARD KIPSANIYA KATYA	5,691.55	
2107-2710	Non Mgt Staff Debt - DAVID K. MWANGI	8,095.00	
2107-2721	Non Mgt Staff Debt - ANTONY M. NJOROGE	6,167.50	
2107-2723	Non Mgt Staff Debt - NYONGESA S. WABWOBA	11,484.60	
2107-2724	Non Mgt Staff Debt - JOHN O. ISABOKE	2,500.00	
2107-2738	Non Mgt Staff Debt - FANNUEL M. OYUGA	2,270.00	
2107-2745	Non Mgt Staff Debt - JACKSON KIPROTICH KERUI	35,039.05	
2107-2747	Non Mgt Staff Debt - DANIEL NAKUTWA	2,989.00	
2107-2749	Non Mgt Staff Debt - PATRICK M. MASESE	4,000.00	
2107-2750	Non Mgt Staff Debt - DAVID O. OTSIAMBO	3,800.00	
2107-2764	Non Mgt Staff Debt - JOSEPHINE N. NYACHIRO	1,469.20	
2107-2876	Non Mgt Staff Debt - JOEL K. GITHINJI	95,623.20	
2107-2877	Non Mgt Staff Debt - JOSEPHAT NDERITO KARIUKI	965.20	
2107-2882	Non Mgt Staff Debt - JOSEPHINE W. NOUNGU	16,900.00	
2107-2901	Non Mgt Staff Debt - PETER OUMA OHANYI	1,580.00	
2107-2907	Non Mgt Staff Debt - RICHARD G. KINYANJUI	5,733.25	
2107-2913	Non Mgt Staff Debt - GEORGE ONYANGO	5,128.00	
2107-2920	Non Mgt Staff Debt - THOMAS K. KIPLAGAT	32,057.75	
2107-2924	Non Mgt Staff Debt - ZADOCK O. OREMBE	3,283.50	
2107-2959	Non Mgt Staff Debt - ELIJAH O. MANANI	1,654.00	
2107-2961	Non Mgt Staff Debt - GEOFFREY K. CHEPKWONY	10,586.00	
2107-3000	Non Mgt Staff Debt - KENNEDY NYABUTO ONKENDI	22,336.00	
		3,594.00	

2107-3034	Non Mgt Staff Debt - SAMSON OLOO JUMA	2,597 00	
2107-3037	Non Mgt Staff Debt - SAMWEL KIMUTAI KOECH		5,671 00
2107-3038	Non Mgt Staff Debt - BARNABAS M KIGOTHO	10,812 30	
2107-3041	Non Mgt Staff Debt - EVANSION GERA OMBAKA	1,022 70	
2107-3043	Non Mgt Staff Debt - JAMES KIHARA KAIRO	13,583 00	
2107-3053	Non Mgt Staff Debt - DANIEL MWANGI KAROKI	5,671 00	
2107-3062	Non Mgt Staff Debt - CHARGES MATOKÉ NYABOCHWA	9,181 30	
2107-3064	Non Mgt Staff Debt - DWICANAN KINUTHIA	12,741 20	
2107-3155	Non Mgt Staff Debt - JOHN OMOYO NYASANI	89,455 80	
2107-3156	Non Mgt Staff Debt - STEPHEN MWADIRA	600 00	
2107-3175	Non Mgt Staff Debt - JOSEPH K ONSERIO	4,232 10	
2107-3183	Non Mgt Staff Debt - MAURICE AKONGO	41,800 30	
2107-3187	Non Mgt Staff Debt - DANIEL KONGIRI NYAKUNDI	2,950 10	
2107-3192	Non Mgt Staff Debt - WILLIAM K CHERUIYOT	5,137 00	
2107-3195	Non Mgt Staff Debt - PATRICK MACHARIA MWANGI	1,268 00	
2107-3199	Non Mgt Staff Debt - DAVID OMATO MOSE	1,367 70	
2107-3201	Non Mgt Staff Debt - ROBERT KIPKOSGEI YEGO	5,200 00	
2107-3202	Non Mgt Staff Debt - WILLIS O OMOLLO	24,627 50	
2107-3210	Non Mgt Staff Debt - WESLEY K TONUJ	12,838 95	
2107-3214	Non Mgt Staff Debt - ROBERT NJERU NYAGA	2,517 50	
2107-3225	Non Mgt Staff Debt - SAMWEL MACHIBONI GECHANG	930 00	
2107-3231	Non Mgt Staff Debt - VIDELICE WABWIRE OLESO	17,296 50	
2107-3232	Non Mgt Staff Debt - SYMON OLE KIDOGO	26,727 00	
2107-3240	Non Mgt Staff Debt - SHADRACK O NYARIKI	3,129 00	
2107-3241	Non Mgt Staff Debt - GEORGE GODEY OJWANG	10,128 00	
2107-3244	Non Mgt Staff Debt - CHARLES M MAANGI	40,100 90	
2107-3251	Non Mgt Staff Debt - RICHARD K CHERKWONY	105,915 00	
2107-3252	Non Mgt Staff Debt - HARRISON OMBWORI TINGA	11,599 40	
2107-3255	Non Mgt Staff Debt - JULIUS KIPLAGAT SUTER	19,817 00	
2107-3320	Non Mgt Staff Debt - LYDIA ATIENO OKELLO	3,300 00	
2107-3322	Non Mgt Staff Debt - ISAAC NJUGUNA MWANGI	17,370 00	
2107-3329	Non Mgt Staff Debt - DAVID O ODONGO	40,444 25	
2107-3333	Non Mgt Staff Debt - STEPHEN K KONES	72,143 00	
2107-3368	Non Mgt Staff Debt - EVANS OIGHOE	7,811 40	
2107-3379	Non Mgt Staff Debt - LLOYD CHEPTANUI KILEL	1,395 00	
2107-3388	Non Mgt Staff Debt - JOSECK M NYAANGA	303 00	
2107-3516	Non Mgt Staff Debt - CHARLES ODONGO MAKERO	100 00	
2107-3521	Non Mgt Staff Debt - JACOB KISE JIM	4,629 00	
2107-3524	Non Mgt Staff Debt - WILBERFORCE TONUJ	6,148 80	
2107-3530	Non Mgt Staff Debt - RICHARD KIPTUM CHESIRE	2,212 50	
2107-3534	Non Mgt Staff Debt - DAVID MWANGI KARANJA	17,888 10	
2107-3535	Non Mgt Staff Debt - JAMES OTIENO BONYO	3,400 00	
2107-3536	Non Mgt Staff Debt - ZABLON NYAMARI	6,818 00	
2107-3537	Non Mgt Staff Debt - STEPHEN KIKWAJ	16,425 00	
2107-3547	Non Mgt Staff Debt - DAVID NGENO	1,900 00	
2107-3548	Non Mgt Staff Debt - DOUGLOUS NYAANGA NYABATE	13,411 60	
2107-3549	Non Mgt Staff Debt - GEORGE K JUMA	2,970 00	
2107-3553	Non Mgt Staff Debt - ZAKAYO WASIKE	8,274 00	
2107-3560	Non Mgt Staff Debt - JOHNES O OMONDI	3,460 00	
2107-3562	Non Mgt Staff Debt - SCOTT AYUYA ODANGA	1,688 00	
2107-3565	Non Mgt Staff Debt - WILSON MWANGI WACHIRA	1,874 00	
2107-3566	Non Mgt Staff Debt - CARIEN MINGA	5,978 00	
2107-3567	Non Mgt Staff Debt - KENNEDY OI WENGA	1,800 00	
2107-3568	Non Mgt Staff Debt - SILAS ODIAMBO	5,600 00	
2107-3570	Non Mgt Staff Debt - EDGAR MUGAKA BORORIO	11,275 00	
2107-3571	Non Mgt Staff Debt - WILSON OTIENO OWINO	13,182 00	
2107-3574	Non Mgt Staff Debt - JOSEPH K RONOH	10,000 00	
2107-3576	Non Mgt Staff Debt - JOHN KARIUKU MWANGI	24,760 65	
2107-3578	Non Mgt Staff Debt - DAVID O OPIE	2,000 00	
2107-3592	Non Mgt Staff Debt - JOSEPH OSORO	26,300 00	
2107-3597	Non Mgt Staff Debt - EVANS O NYAMWANGE	12,205 30	
2107-3603	Non Mgt Staff Debt - FLORENCE MASICHA	13,600 00	
2107-3605	Non Mgt Staff Debt - LAZARUS SURE	6,100 00	
2107-3607	Non Mgt Staff Debt - JONATHAN KIMANTHI MULE	8,525 00	
2107-3608	Non Mgt Staff Debt - FREDRICK MUTURA ITABARI	5,500 00	
2107-3610	Non Mgt Staff Debt - SAMUEL K BII	500 00	
2107-4-34	Non Mgt Staff Debt - JOSEPH W KTIARIE	19,917 20	
2107-4-76	Non Mgt Staff Debt - JOSEPH NDUNGU KAMAU	5,000 40	
2107-4-85	Non Mgt Staff Debt - JOEL MWATAI	32,000 00	
2107-4609	Non Mgt Staff Debt - EDWARD MIBLI	7,000 00	
	Non Mgt Staff Debt - PHOEBE AWIDHI	4,000 00	
		2,581,568.75	13,093 90

*[Handwritten scribble]*

Sort By  
Include Accounts With No Activity  
For Year-Period  
From Account No.  
From Account Group

[Account No.]  
[N]  
[2008 - 04]  
[21130000]; To: [21136000]  
[Current assets]; To: [Other]

Account Number

Description

Debits

2113-5499  
2113-5519  
2113-5520  
2113-5522

Imprest - Mary W Kamau  
Imprest - Samuel K Langat  
Imprest - Joseph KM Langat  
Imprest - James Araka

17,257.22  
~~4,000.00~~  
~~9,500.00~~  
45,000.00

Total:

75,757.22

Amount Out Of Balance:

Net Income (Loss) for Accounts Listed:

0.00

C

75,7

4 accounts printed

*Imprest for  
Board members.*

1

2

3

4

5

6

ANNEX II UNDISBURSED CHEQUES.

Cheques about to go State	Ksh 175,081/-
State cheque	Ksh. 77,760/-
Total	<u>252,841.00</u>

Annex II  
~~Appendix A~~

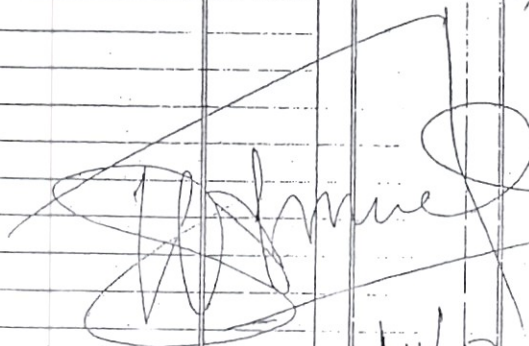
CHEQUES TAKEN BY GOVERNMENT INSPECTORS

DATE	CHEQ No	AMOUNT
6-07	001951	492
6-07	001960	8825 50
6-07	001663	755
6-07	001663	675
"	001662	2310
"	001661	637
6-07	001969	3066
"	001967	3986
"	001966	8652 50
"	001965	1533
"	001963	14206
"	001962	6190
"	001954	4190
"	001952	715 50
"	001950	1226 50
7-	001943	2453
"	001941	2657
"	001930	2657
"	001924	744
"	001921	1300 50
"	001919	2044
"	001911	1486 50
"	001909	5552 50
"	001908	3509
"	001903	4445
"	001902	9661 50
"	001954	1672
"	001856	2880
"	001867	3994 50
"	001870	2044
"	001873	3530
"	001875	5945 50
"	001876	1393
"	001877	6226
"	001885	9661 50
"	001890	11
"	001607	6

06-07 001897  
 26-05 002193  
 - 002191  
 11- - 002189  
 5-06 001527  
 - 001526  
 11- - 001538  
 24-05 002145  
 - 002142  
 03-07 001628  
 5-06 001545  
 2-06 001457  
 2-06 001485  
 - 001493  
 - 001487  
 11- - 001492  
 - 001496  
 11- - 001492  
 03-08 002168  
 4-05 002141  
 10-08 001586  
 11- - 001587  
 - 001589  
 03-07 001638  
 5-07 001525  
 - 001522  
 07-0 001631

AMT

- 10,312 -  
 - 1,219 50  
 - 1,138 -  
 - 319 -  
 - 6,224 -  
 - 1,672 -  
 - 2,676 -  
 - 702 -  
 - 526 -  
 - 1,776 50  
 - 296 50  
 - 1,984 50  
 - 3,514 -  
 - 427 -  
 - 826 50  
 - 826 50  
 - 8,371 50  
 - 10,325 -  
 - 8,456 50  
 - 3,356 -  
 - 4,219 -  
 - 9,376 -  
 - 6,328 -  
 - 1,050 -  
 - 72 -  
 - 118 -  
 - 2,132 -

  
 2/11/2007

**Annex 111**

***List of advances***



Account Number	Description	Debits	
2120-3412	Fleet Account-Daniel Kiplagat		
2120-3413	Fleet Account-Dickson Miro	2,000.00	
2120-3444	Fleet Account-John M. Janga	510.00	
2120-3417	Fleet Account-Richard Pulo	10,977.00	
2120-3416	Fleet Account-Simon K. Ng'osi	1,600.00	
2120-3447	Fleet Account-Simon K. Ng'osi	2,000.00	
2120-3450	Fleet Account-Paul K. Chelugot	2,000.00	
2120-3450	Fleet Account-Peter S. Cheplumo	2,000.00	
2120-3455	Fleet Account-Josephine N. Onda	11,000.00	
2120-3457	Fleet Account-H. P. Makuu	11,000.00	
2120-3457	Fleet Account-Simon N. T. Namunyal	0.00	
2120-3457	Fleet Account-Priscilla Karidi	0.00	
2120-3460	Fleet Account-Caroline C. Koeh	13,000.00	
2120-3464	Fleet Account-Richard N. Ongau	10,000.00	
2120-3465	Fleet Account-Kennedy A. Mimeso	8,000.00	
2120-3465	Fleet Account-George G. Njumu	3,500.00	
2120-3471	Fleet Account-Jacob M. Wanguhu	0.00	
2120-3472	Fleet Account-Sabbas M. U. Pua	27,000.00	
2120-3553	Fleet Account-Peter Kimutai	14,000.00	
2120-3550	Fleet Account-Stephen M. Kimani	2,700.00	
2120-3554	Fleet Account-Francis Jomo Dimondi	0.00	
2120-3555	Fleet Account-Jonathan Mule	10,000.00	
2120-3553	Fleet Account-Samuel K. Bui	500.00	
2120-3553	Fleet Account-John G. Wachira	2,440.00	
2120-3553	Fleet Account-Joseph W. Kiame	8,000.00	
2120-4104	Fleet Account-Joseph N. Kamau	24,800.00	
2120-4555	Fleet Account-Rose H. Kiama	3,950.00	
2120-5113	Fleet Account-M. M. Mwangi	4,000.00	
2120-5191	Fleet Account-J. M. Mwangi	5,000.00	
2120-5552	Fleet Account-P. G. Mwangi	2,000.00	
2120-5552	Fleet Account-Makone Ombao	1,000.00	
2120-5353	Fleet Account-A. Pulo	21,650.00	
2120-5391	Fleet Account-P. M. Makori	2,000.00	
2120-5409	Fleet Account-R. M. Kipvegan	4,000.00	
2120-5422	Fleet Account-J. A. Nyangeno	2,000.00	
2120-5402	Fleet Account-J. V. Njoroge	5,000.00	
2120-5489	Fleet Account-J. Kamau	2,000.00	
2120-5473	Fleet Account-R. M. Cherono	6,000.00	
2120-5475	Fleet Account-M. K. Pulo	5,000.00	
2120-5489	Fleet Account-Edward K. Langat	2,000.00	
2120-5509	Fleet Account-Jacob C. Okalla	2,000.00	
2120-5554	Fleet Account-Purchasing	4,000.00	
2120-5555	Fleet Account-Factory	5,000.00	
		2,000.00	
	Total	553,704.50	14%
	Amount Out Of Balance		552,287
	Net Income (Loss) for Accounts Listed	0.00	

105 accounts printed

Annex 111A

*Staff and Board members debts*



Leavers Debt Control Acc. 2105 as at 30<sup>th</sup> June 2007

Annex III

LISTING 0047

Nos	Acc.	Emp.No.	Name(s)	Amount (Kshs)	
1	0000	P0000	DAVID C WAHIURI		
2	0006	L0006	ALBERT AGENGO OCHOLA	1,325.00	
3	0018	X0018	THOMAS ONSERJO	5,246.70	
4	0020	L0020	C.C.AGUTU	20,000.00	
5	0023	P0023	DR.JAMES M WANGAI	66,224.70	
6	0024	P0024	HEZBOURNE R.KITAZI	1,385,884.95	Court Case
7	0026	S0026	S.P.GICHURU	146,119.75	
8	0028	S0028	S.K.CHIRCHIR	20,960.00	
9	0030	W0030	BEN W. WANJALA	51,267.70	
10	0032	C0032	PAUL W OWINO	22,359.05	
11	0035	N0035	DR.JHO OMBAKA	500.00	
12	0037	N0037	CM WARUI	5,250.00	
13	0046	F0046	G.R.OWINO	263,412.90	
14	0049	I0049	JACKSON A.S.MBANDU	4,847.40	
15	0056	S0056	JK. MUGO	20,445.70	
16	0061	R0061	PETER ONDEYO	5,000.00	
17	0064	L0064	DANIEL K.GHEBII	3,000.00	
18	0066	I0066	JOSPHAT G.MATASYOU	242,058.10	Court Case
19	0067	L0067	JOSHUA KIRTOON	2,500.00	
20	0198	B0198	OKENO OKECH	1,009,836.80	Court Case
21	0215	I0215	FREDRICK O MAKUTSA	22,819.00	
22	0249	B0249	G.W.OTIENO	20,568.00	
23	0292	A0292	NJUGUNA KARANJA	7,387.00	
24	0301	I0301	J.O.WIRE	2,366.50	
25	0320	I0320	EMRICK JUMA OKECH	71,683.90	
26	0328	L0328	FITALIS JUMA KANYABWA	435,622.60	
27	0335	D0335	MUINDI MANTHI	275,422.80	
28	0344	D0344	ABIYA MBALA	7,269.50	
29	0354	D0354	MUGUNDI WAGUNE	18,557.00	
30	0507	I0507	TOM MOSOTI	7,477.50	
31	0976	G0976	OKITCH WAHOR	4,400.00	
32	0990	A0990	OGOR OWITHI	2,070.00	
33	1015	H1015	PAUL MBOYA OGOLA	1,594.55	
34	1029	I1029	LAWRENCE M NGANGA	5,331.50	
35	1045	L1045	KIPKATAM A CHERES	42,866.00	
36	1093	F1093	LABAN MAGE	4,097.70	
37	1096	A1096	MARY NDUTA	9,662.00	
38	1121	D1121	WILLIS BANDI	5,900.00	
39	1132	A1132	IBRAHIM KABIRU MUGO	1,700.00	
40	1156	F1156	NDEGWA KAREMERI	236.30	
41	1167	S1167	S.K.SABUL	345,467.25	
42	1178	F1178	ATANDI MOGHANA	3,000.00	
43	1197	S1197	F.GITHINJI MAINGI	53,538.70	
44	1219	H1219	YUVINALIS NYAUNDI	3,440.50	
45	1239	S1239	VICTOR KARANJA	306,536.40	
46	1246	H1246	THOMAS WANDERI GITHAE	2,000.00	
47	1253	A1253	J.O.OKOBWA	18,372.25	
48	1285	J1285	DANIEL MIMASESE	1,870.25	
				21,800.00	

Retirement Board of Kenya

Leavers Debt Control Acc 2105 as at 30<sup>th</sup> June 2007

Nos	Acc.	Emp.No.	Name(s)	Amount (Kshs)
49	1287	S1287	STEPHEN NTURIBI	8,190.60
50	1292	S1292	EVAN KARIUKI	5,312.00
51	1294	A1294	RICHARD GICHOHU KARIUKI	14,468.00
52	1314	G1314	OKOMBA ONGENGE	3,820.00
53	1315	S1315	HARRISON MWANGI KING'ARU	21,330.00
54	1317	D1317	BIRUNDI MOMANYI	10,526.45
55	1320	A1320	MASHAK RUKUTI	2,222.10
56	1323	E1323	STEPHEN ADEMBA	16,016.55
57	1329	C1329	GACHICHIO KONDIA	27,615.00
58	1330	E1330	STEPHEN WACHIRA NDUNYU	15,176.90
59	1339	A1339	S.N.KARIUKI	1,719.65
60	1342	Q1342	JAPHETH WASIKE	14,322.40
61	1354	A1354	E.H.OTIENO	3,415.00
62	1356	M1356	UNKNOWN	5,000.00
63	1359	H1359	J.NYAKERIGA OGIKI	127,118.65
64	1364	D1364	ZABLON NYAUMA	7,733.70
65	1392	E1392	S WAHOME	40,361.50
66	1393	A1393	J.KIHUNGI	2,391.90
67	1403	M1403	MUIRURI KANGETHE	12,699.00
68	1413	D1413	JAMESI THAIRU	5,300.00
69	1414	D1414	JOSEPH M WAINAINA	437,200.00
70	1415	D1415	PETER MUNDU	48,779.40
71	1420	A1420	NJUGUNA MWANGI	1,700.00
72	1434	H1434	JEREMIAH ONGAGA NYAOSI	1,283.40
73	1441	F1441	JOSEPH G NJEGE	8,570.55
74	1443	J1443	SIMON M.KAGIRI	559.90
75	1464	L1464	FRANCIS G.WAHOME	874.80
76	1475	S1475	FRANCIS KARUGIA	9,600.00
77	1479	S1479	WILLY N. WANJEMA	116,617.10
78	1481	P1481	PETER WANGAI	26,528.20
79	1485	S1485	D. NKOROI	5,880.00
80	1502	A1502	KUNGU GITHAE	3,995.00
81	1507	I1507	TOM B GISORE	3,792.35
82	1509	E1509	JACTON ODUOL	17,078.30
83	1517	E1517	DISHON WAMBUGU	32,500.00
84	1518	P1518	PETER C WAMUNGU	5,100.00
85	1543	F1543	SK NJUGUNA	91,509.00
86	1549	H1549	REUBEN GAKUHI GICHERU	11,299.60
87	1558	S1558	JAMLECK KI MUGO	18,000.00
88	1563	F1563	S.N.KINYANJUI	5,248.50
89	1564	F1564	JOHN MWANGI B.KURIA	34,997.65
90	1576	E1576	J.M.ASIUVA	1,066.00
91	1580	S1580	MICHAEL RURIA	226,973.00
92	1590	L1590	DAVID OGOTI	351,560.00
93	1613	S1613	MICHAEL SUMBA	1,248.90
94	1626	S1626	J.O.ATINI	1,725.00
95	1630	B1630	OSMAN MATHOMBE MUTUA	147,730.00
96	1635	S1635	ELIUD KINYANJUI	4,762.35

Pyrethrum Board of Kenya				
Leavers Debt Control Acc 7105 as at 30 <sup>th</sup> June 2007				
Nos	Acc.	Emp.No.	Name(s)	Amount (Kshs)
97	1642	C1642	RAPHAEL MURITHI GITTHUI	9,550.00
98	1643	I1643	ALFRED MWANGI KISEKA	112,013.00
99	1647	F1647	ALAKA EDWARD OTOM	50,000.00
100	1652	S1652	G O. ABU TO	2,316.85
101	1676	F1676	ZEDEKIA MAYAKA	35,502.50
102	1684	S1684	S. KAMONGE	1,702.85
103	1690	S1690	J MUNALA	13,742.35
104	1706	P1706	ETHAN MUTHUMBI	8,559.80
105	1716	S1716	EDWARD K KARICHU	2,000.00
106	1716	S1716	EDWARD KARICHU KARIA	20,115.00
107	1724	S1724	F MAITIMA	2,000.00
108	1730	S1730	JOHN KARIA	6,266.00
109	1746	L1746	RICHARD NDUCHI	23,869.70
110	1747	M1747	SAMUEL KAMAU WAINAINA	117,765.00
111	1759	N1759	PETER N GICHOMO	95,321.60
112	1764	S1764	ALEX MURITHI	4,750.00
113	1766	N1766	JOSEPH KIMANI GITAU	11,916.45
114	1768	S1768	MN WAMU	6,500.00
115	1769	H1769	WANJOHI NJOROGE MWANGI	24,198.30
116	1778	S1778	H.N. MUNYGIKE	9,035.25
117	1783	P1783	S. TANGUST	1,580.00
118	1796	S1796	J.J. KARANI	1,059.50
119	1799	A1799	PAUL MBADI ODUORI	171,103.15
120	1817	S1817	STEPHEN K. WAITHAKA	2,765.45
121	1834	B1834	WAITHAKA MWANGI	1,677.50
122	1836	T1836	JOSEPH M. KARIUKI	32,951.25
123	1842	S1842	JK NJOROGE	3,500.00
124	1843	S1843	S K. WAWERU	3,697.40
125	1846	H1846	JOHN MUGO THUKU	10,544.70
126	1853	B1853	DAVID ABUNGANA	55,946.00
127	1856	F1856	JUSTUS S. WAINAINA	6,822.15
128	1879	A1879	BENJAMIN CHEGE WANJOHI	5,418.55
129	1880	S1880	JOSIAH KORGOREN BWOGENY	8,639.50
130	1887	F1887	SAMUEL CHEGE WAITITU	6,555.00
131	1906	J1906	J KANJA NJOROGE	1,942.40
132	1914	S1914	S. MOKOGI	3,834.65
133	1922	J1922	GEORGE NGANG'RA ONGORO	222,447.75
134	1925	L1925	SIMON M. MURAGE	6,102.00
135	1944	S1944	S NJUNGE NJOROGE	20,500.00
136	1985	J1985	DAVID GIKARIA	224,055.00
137	1988	S1988	SOSPETER N. MISATI	4,821.00
138	1995	J1995	THOMAS O. OMAO	3,273.60
139	2006	S2006	FREDRICK NGETICH	1,611.05
140	2011	S2011	PM WAMBUA	1,000.00
141	2011	S2011	PAUL MUTINDE WAMBUA	170,473.70
142	2015	L2015	CHEBICK KANDIE	5,220.00
143	2017	H2017	E. ELUNGA	5,000.00
144	2022	S2022	ANTHONY NJOROGE MATU	2,974.85

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## Pyrethrum Board of Kenya

Leavers Debt Control Acc. 2105 as at 30<sup>th</sup> June 2007

Nos	Acc.	Emp.No.	Name(s)	Amount (Kshs)
145	2023	S2023	J.B. KOIBARAK	9,764.55
146	2034	L2034	KIPLAGAT A MUGO	51,677.20
147	2040	H2040	NOAH WEKESA KUMELO	496,609.55
148	2049	A2049	JOHN OKAKA ALUFUMA	13,685.00
149	2050	G2050	SHADRAG THUKU GITHUA	21,961.70
150	2051	N2051	JOSEPH E. YANG'IMAI	25,195.35
151	2056	S2056	J.C. NJOROGE	9,898.10
152	2057	S2057	SIMON ROTICH	52,211.55
153	2063	H2063	JONAH T.A. SYONGOK	50,907.80
154	2064	F2064	PETER WAMAI KINYANJUI	8,870.25
155	2065	S2065	MWANGI NDEGWA	4,851.80
156	2066	A2066	FRANCIS K. KIGIA	44,632.15
157	2075	E2075	PETER MBAU MUNGAI	136,648.40
158	2079	L2079	KAGO K. KIHARA	4,324.65
159	2085	I2085	DAVID NDEGWA NJUGUNA	5,997.70
160	2086	S2086	SAMUEL K. NJOROGE	8,000.00
161	2089	S2089	P.A. NGICHIRI	18,380.50
162	2098	S2098	SAMMY M. MURAGE	5,000.00
163	2101	S2101	SAMSON G. KIHENJA	78,895.20
164	2120	D2120	ERASTO MUDUDA	56,082.50
165	2123	L2123	GEORGE O. AGUMBA	7,681.00
166	2125	A2125	GABRIEL K. GIKANDI	234,867.50
167	2126	S2126	SAMUEL M. MBOGO	7,073.65
168	2129	S2129	OBADIA KENJI	3,739.10
169	2131	L2131	STANLEY G. NJURU	1,410.00
170	2136	S2136	NEMWEL N. OMBONGI	3,431.50
171	2144	A2144	DAVID MAIRURA	62,152.90
172	2147	S2147	KIPKEMO A. TOO	3,049.95
173	2149	T2149	MUSEE APAP MAINA	8,300.00
174	2152	S2152	JOHN WANGOMBE THIRINJE	5,000.00
175	2154	S2154	SAMUEL G. GITHUTHA	4,500.00
176	2155	S2155	PAUL MWANGI KAMUNYA	74,243.70
177	2157	S2157	WYCLIFFE O. ONYANGO	25,574.75
178	2162	S2162	JOSEPH W. KARUKU	5,380.00
179	2186	S2186	MOSE MARAGA ONGWENYI	5,060.00
180	2187	S2187	JAIRUS NYARAMBA MAGWORA	2,200.00
181	2198	S2198	JANET N. NDUNGU	7,784.75
182	2200	S2200	SAMUEL NJOROGE	5,484.80
183	2209	S2209	JOSEPH A. MARITIM	30,350.00
184	2214	S2214	KIPKETER M. MUSONIK	5,000.00
185	2237	S2237	THUO MUGO	66,550.50
186	2238	T2238	JAMES MAINA MWANGI	14,342.50
187	2239	S2239	FESTUS F. O. OKKUNNE	1,957.70
188	2240	S2240	FRANCIS N. NGIGE	5,000.00
189	2241	S2241	DAVID K. MUNGAI	2,885.00
190	2245	S2245	C.A. CHUMO	5,048.00
191	2246	S2246	PETER N. KARENGERI	4,700.00
192	2247	S2247	MARY MUKAMBI	4,986.30

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Nos	Acc.	Emp.No.	Name(s)	Amount (Kshs)
193	2249	S2249	JOSEPH KIMBURU	3,158.55
194	2258	S2258	MOSES GACH	2,280.00
195	2259	S2259	JOSEPH KAMAU KARANJA	10,259.00
196	2260	L2260	HARO TURARI GALGALO	8,643.50
197	2263	S2263	KIBET KIBTENGET	2,608.50
198	2272	S2272	MATHEW W WAKWABUBI	25,151.50
199	2276	L2276	ARTHUR OTIU ONYANGO	85,536.70
200	2277	G2277	JOHN O. ODEYO	132,326.90
201	2278	S2278	M. JOHN	4,640.00
202	2280	P2280	GEORGE MORO	13,243.15
203	2284	M2284	DANNY S. OTENYO	92,687.45
204	2285	I2285	STEPHEN N. KABAKI	34,958.55
205	2287	L2287	RAULLAND K KIPCHIRCHIR	5,119.00
206	2288	L2288	JOHN ONGHIRI OUKO	12,205.40
207	2291	T2291	SUSAN WANJIRU MUHOYA	29,207.00
208	2293	L2293	PETER FRANCIS KATGA	22,530.65
209	2296	H2296	DANIEL N. MWANGI	8,500.00
210	2298	S2298	DAVID NJUGUNA KAMAU	32,500.00
211	2299	S2299	JAMES MURUGU MWANGI	3,395.00
212	2301	S2301	DAVID KIKIMALE	35,116.90
213	2303	S2303	JOHN C. JUMA	57,602.00
214	2304	M2304	ELIJAH CHEGE WARUKIRA	6,716.30
215	2306	S2306	PETER N. MURIUKI	10,410.00
216	2310	S2310	JOSEPH W. KIBUKU	3,000.00
217	2311	I2311	JAMES ARAP KERICH	4,900.00
218	2314	S2314	JOHN NJOROGE MWAURA	2,359.00
219	2316	S2316	J.K. MARINDANY	2,330.00
220	2319	H2319	JAMES N. KIHENJA	21,902.60
221	2326	S2326	CHARLES OCHIENG	21,434.75
222	2328	B2328	B.A. OSEGE	5,329.60
223	2330	B2330	PETERSON O. OGECHI	25,848.70
224	2331	B2331	J. M. KIRAPASH	1,157.05
225	2333	S2333	JOSEPH M. KINYURIA	17,826.00
226	2336	S2336	PAUL M. CHEGE	23,351.75
227	2338	T2338	D.N. MOSE	17,898.00
228	2339	T2339	PETER MIMUNGUTI	22,297.00
229	2340	T2340	PAUL MAKENYE	16,470.60
230	2342	T2342	DUNCAN W. KARIUKI	22,446.25
231	2344	T2344	SIMION M. NJOROGE	5,000.00
232	2346	T2346	DANIEL W. GICHIRU	5,000.00
233	2347	T2347	STEPHEN N. GITONGA	5,000.00
234	2348	T2348	ISAAC M. NGEMU	2,500.00
235	2349	T2349	GEORGE M. GAKUYA	6,216.00
236	2352	T2352	ANDERSON A. SANGANYI	3,410.00
237	2353	S2353	PETER KINYUA	5,000.00
238	2363	L2363	CHARLES MONGERI	218,069.50
239	2371	T2371	JOHNSON MAINA KAMAU	3,164.00
240	2373	P2373	LAWRENCE N. KHONGE	1,784.75

Leavers Debt Control Acc. 2105 as at 30<sup>th</sup> June 2007

Nost	Acc.	Emp.No.	Name(s)	Amount (Kshs)
241	2374	F2374	DAVID NGETICH CHEPKWONY	
242	2375	S2375	WILSON KRONO	6,085.60
243	2382	I2382	NGUGI NGURE	3,288.05
244	2385	A2385	WILLIAM MOSE MAINGA	4,774.65
245	2387	S2387	ESTHER KICHELAGAT	6,782.40
246	2390	H2390	S MOKAYA	1,010.00
247	2394	S2394	KIPKEMOTI JACKSON	5,000.00
248	2398	H2398	J LUDESHI	3,100.00
249	2400	S2400	DAVID A ONDIEK	5,000.00
250	2401	S2401	MARY WANJIKU MWANGI	6,813.50
251	2405	H2405	YUNIAH MACHOKI	130,087.20
252	2408	S2408	HESBON JOY ONYANGO	1,086.50
253	2410	L2410	ABDI HUSSEIN MAMO	1,400.00
254	2412	N2412	NICHOLAS W. OGGEMA	330,067.10
255	2414	F2414	SAMUEL OTIENO	92,834.70
256	2429	E2429	JEREMIAH O. RISOE	3,607.70
257	2430	J2430	DAVID MUTURI	60,263.25
258	2436	M2436	PETER WANJAMA THUO	6,205.20
259	2441	S2441	JAPHET J. MUGHEKE	3,010.00
260	2443	S2443	EVANS AVISA TMBUTIRA	8,800.00
261	2446	S2446	N. MONYANGHE	3,387.00
262	2447	S2447	GIDEON ODAWA	13,700.00
263	2451	S2451	NICHOLAS MASESE	14,837.50
264	2452	S2452	JAMES RATEMO MOSIGI	5,103.25
265	2453	S2453	JACKSON KESEMBE	3,707.50
266	2455	S2455	JOSEPH MIRA TWA	2,018.00
267	2457	S2457	PETER MUNGUTI	6,800.00
268	2460	S2460	JOSEPH KIGEN	5,000.00
269	2461	S2461	KOSGEI JOSEPH	8,000.00
270	2463	S2463	CHEPKWONY MARITIM	3,166.00
271	2464	S2464	LOISE SIGEI	5,300.00
272	2465	S2465	JOSEPH TUEI	6,800.00
273	2466	S2466	WELDON MURSI	3,500.00
274	2468	S2468	MZEE MAINER	4,000.00
275	2471	H2471	JASON N OTARA	4,400.00
276	2477	S2477	JACKSON KABIRU	5,000.00
277	2478	S2478	GAMMEY OKOTH	6,500.00
278	2479	S2479	IBRAHIM LIGONDO	3,966.00
279	2482	S2482	EBBY KHAMONYA	4,166.25
280	2485	S2485	JOYCE WANGUI	4,750.00
281	2490	T2490	LUKA W MUGAMBI	5,000.00
282	2491	T2491	JOSEPH WANGIHI WAWERU	3,100.00
283	2493	T2493	MONICA WANGIRU	1,004.00
284	2494	T2494	HIRAM MWANGI KARIUKI	5,000.00
285	2495	T2495	ELEANOR WAMBUI	9,923.90
286	2497	S2497	PETER OHAWA	3,061.50
287	2498	S2498	GILBERT OKICHAS	9,000.00
288	2506	J2506	PHILIP KIANGATI	9,500.00
				800,096.40

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Nos	Acc.	Emp.No.	Name(s)	Amount (Kshs)
289	2513	S2513	WAMBUSU KINYAGIAH GATHOSI	73,499.70
290	2514	S2514	MWANGI GHOMBA	2,700.00
291	2519	S2519	JEREMIAH KILANGAT	536.30
292	2524	F2524	F.K.KANEKENI	4,022.95
293	2536	S2536	PETER NYKITHUMBA	3,700.00
294	2539	S2539	JAMES ONYAKUNDI	2,500.00
295	2542	J2542	VICTOR KIMANI	102,772.60
296	2548	L2548	PAULINE ISHAVANGA	16,751.00
297	2552	L2552	ELIZABETH WIGITAU	12,544.50
298	2555	L2555	CHRISTINE M. NJOKA	176,068.35
299	2556	J2556	EDWARD KIBET MILGO	4,500.00
300	2557	J2557	BERNARD GITAU CHEGE	4,850.00
301	2558	S2558	ALPHONSE ODUOR OGALLO	2,636.70
302	2561	J2561	JAMES KINGORI WANDERI	105,319.80
303	2568	S2568	GEORGE G. NJIGUNA	2,000.00
304	2574	S2574	J. NYAMBANE	3,000.00
305	2578	S2578	LUKA N. ANDIEMA	2,000.00
306	2579	S2579	REBECCA G. GHUMO	2,000.00
307	2598	S2598	JAMES OGAMBA	97,317.10
308	2600	S2600	ABUSA ISABOKE	1,180.00
309	2603	S2603	R.C. KIMETO	3,500.00
310	2605	S2605	DAVID K. TATUR	23,000.00
311	2608	P2608	FRANCIS M. MWAURA	2,666.85
312	2609	S2609	CHEGE GITHU	5,000.00
313	2610	S2610	JULIUS NYAMIRA	5,000.00
314	2611	S2611	SAMSON MOMANYI	10,626.30
315	2613	S2613	ELIZABETH KIRANDI	5,834.00
316	2614	S2614	MARY WAMBUI	5,000.00
317	2619	S2619	SAMUEL S. KISHURU	6,294.20
318	2631	S2631	SIMON WAWERU	2,362.70
319	2637	F2637	SIKUTTA JUMA FRANCIS	6,132.50
320	2638	S2638	DEROVINO K. MBIRITHI	1,664.75
321	2639	S2639	JOHN BWOSI	1,200.00
322	2640	S2640	JOSEPH K. KAMAU	5,000.00
323	2646	F2646	PETER G. WAMOME	17,378.30
324	2651	S2651	PAUL WINDIGWA	12,149.35
325	2653	S2653	CHRISTINE GRONO	2,981.00
326	2658	S2658	SARAH G. NGOTEMET	5,227.75
327	2659	S2659	PHILIP K. CHEPKWONY	1,478.50
328	2660	S2660	JANIPHER NYASANI MOIGE	3,614.95
329	2662	S2662	JANE C. SAMBU	2,150.00
330	2663	S2663	CHARLES K. MUSUNDI	14,700.00
331	2668	S2668	JAMES MUGWE	11,983.95
332	2673	S2673	JAMES K. SEREM	1,886.00
333	2675	E2675	MANASE OKUJOSI	159,563.50
334	2677	S2677	BERNARD OKUKWARE	2,200.00
335	2682	I2682	JOHN OMOLLOH	37,701.65
336	2687	S2687	FAITH WANJOHI	8,280.00

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Nos	Acc.	Emp.No.	Name(s)	Amount (Kshs)
337	2690	S2690	J ISOE	2,000.00
338	2691	S2691	PETER ARAP MAINA	3,200.00
339	2693	S2693	SAMMY RUTO K	3,263.50
340	2699	S2699	STELLA CHIRCHIR	7,012.40
341	2700	S2700	PHILEMON K CHELOBEI	9,235.00
342	2703	S2703	RAPHAEL L MATEO	2,670.00
343	2704	S2704	PATRICK K SIONGOK	5,000.00
344	2705	S2705	MICHAEL C TIROP	11,251.30
345	2706	I2706	CHARLES KIMANI	50,136.50
346	2708	S2708	RUTH WAMBUI MBUGUA	5,000.00
347	2709	F2709	JOHN O. NYAKONGO	31,041.00
348	2713	S2713	JOSEPH G. KIARIE	21,114.00
349	2714	S2714	LAWRENCE N.J. KIMINGI	5,500.00
350	2717	S2717	CHARLES K NG'ENO	47,520.00
351	2720	S2720	JOHN W. KAMAU	3,827.05
352	2722	S2722	ZAKAYO K MWANGA	10,178.45
353	2725	S2725	STEPHEN W. KIBERI	4,641.00
354	2735	M2735	SAMUEL NJOROGE WANYOIKE	4,806.60
355	2737	G2727	HENRY K OMARIBA	7,522.20
356	2739	F2739	STEPHEN O'DOLA	10,804.45
357	2748	I2748	GEORGE WILLIAM BARAZA	62,657.15
358	2751	S2751	DAVID NJOROGE KIIRU	597,573.05
359	2753	B2753	FRANCIS BULEMI SELETE	10,990.90
360	2754	S2754	ARTHUR ROBINSON KABIRU	13,556.20
361	2755	T2755	JOHN GATHENYA	4,900.00
362	2757	C2757	ZAKARIA OTONDI MORIASI	52,844.65
363	2763	S2763	JEFFERSON K. NDETI	47,904.80
364	2765	W2765	WILLIAM WALUBENGO MURUMBI	8,446.00
365	2766	W2766	STEPHEN MOTANYA	17,600.00
366	2767	W2767	DORCAS N. TANGAH	9,800.00
367	2770	W2770	LOICE JEMETIA	7,606.00
368	2771	W2771	RICHARD WAINAINA	6,314.00
369	2775	W2775	JAMES N. NZIOKA	16,173.50
370	2777	S2777	WYCLIFFE WABOMBA WASIKE	14,762.00
371	2778	W2778	TERESIA WACEKE NJENGA	6,873.35
372	2780	W2780	MARTIN MURUNGA	4,376.25
373	2781	W2781	JOYCE N. WASIKE	8,010.00
374	2782	W2782	JOHN OMWOYO OMBUNA	16,800.00
375	2783	W2783	JOHN MWANGI	9,311.30
376	2784	W2784	ALFAYO FREDRICK MULUNDA	4,100.00
377	2785	W2785	VERONICA K. MUSYIMI	4,600.00
378	2786	W2786	SCOLASTICA H. NYAMASYO	5,300.00
379	2787	W2787	S.K. NGANGA	8,600.00
380	2788	W2788	FLORENCE S. WALUBENGO	3,152.25
381	2789	W2789	STANLEY MUITANIK LEPENDO	6,672.00
382	2790	W2790	PAULINE NOKI MWANGI	6,747.30
383	2792	W2792	WILSON K. WERU	4,415.60
384	2794	W2794	AGNES W. RICHU	7,200.00

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Nos	Acc.	Emp.No.	Name(s)	Amount (Kshs)
385	2795	W2795	PETER KAMAU MBATIA	5,000.00
386	2796	W2796	PETER MIMAINA	4,970.00
387	2797	W2797	MICHAEL WASWA SIMIYU	7,450.00
388	2798	T2798	JAMES ITEBA MOGERE	5,456.25
389	2802	W2802	FRANCIS MAYAKULA	2,250.00
390	2804	W2804	RHODIEL FRED ONGONDO	8,100.00
391	2805	S2805	PETER MUNENE	39,880.00
392	2808	S2808	E.J.O. ONYANGO	1,261.85
393	2809	W2809	ABRAHIM WAGONOI	4,795.00
394	2817	W2817	ALICE NYATHIRA WAMBUI	3,434.00
395	2825	W2825	MORRIS OTIENO OLOO	8,100.00
396	2827	W2827	REGINA A ONYANGO	2,000.00
397	2829	W2829	EDWARD LYVOGA	5,800.00
398	2830	W2830	BERNARD CHERICHE	14,700.00
399	2831	W2831	JACKSON N OGATO	17,472.50
400	2832	S2832	RICHARD MOULTA	14,108.00
401	2834	W2834	JOHN KALE MWALAKHA	5,705.20
402	2838	S2838	SIMEON MALYO	9,603.05
403	2839	S2839	JEREMIAH A TOWETT	18,551.50
404	2840	S2840	JOEL KIPRONO SAMBAI	1,170.00
405	2841	S2841	JONAH K LANGAT	8,851.95
406	2843	W2843	PETER MBATI	3,438.00
407	2844	S2844	WYCLIFFE KIMUTAI BII	5,000.00
408	2846	S2846	GABRIEL MWANIKI	4,000.00
409	2854	S2854	CHEPKURUI ELIZABETH	3,445.00
410	2855	S2855	PAUL NJENGA MWANGI	18,748.00
411	2856	S2856	PAUL ORENGO MUSA	5,500.00
412	2858	S2858	JANE KIRUTA KIRACH	4,950.00
413	2859	S2859	PIUS MURUNGA MUKHWANA	5,809.70
414	2860	S2860	MILICENT INGIWI MASHEYE	3,850.00
415	2865	S2865	RACHEL WANGARI MUCHAI	1,875.00
416	2866	S2866	LUCAS NYARANGI OBUBA	5,000.00
417	2867	S2867	JACKSON KINUTHIA	2,100.00
418	2873	S2873	PANCRAS W WEKESA	7,600.00
419	2874	S2874	CHARLES OMWENGA	68,530.25
420	2878	H2878	DAVID KANJA MACHARIA	245,917.50
421	2886	H2886	MICHAEL CHERUIYOT	8,525.25
422	2887	I2887	JAMES KERICH BOR	9,370.70
423	2891	A2891	SIMON O. OGOLLA	4,736.30
424	2893	S2893	DUNCAN NJOROGE KIRIKA	21,200.00
425	2898	S2898	VERONICAH W KARIUKI	5,000.00
426	2899	S2899	K ONYANGO	4,000.00
427	2903	L2903	DUNCAN KIPKOECH RUTTO	10,168.40
428	2905	N2905	JOSEPH KIKURGAT	32,141.65
429	2914	S2914	TITUS NYANWARO MONARI	8,544.45
430	2916	N2916	KIMANI KARUGIA	6,021.90
431	2918	S2918	THOMAS NYAMONGO	5,000.00
432	2919	S2919	DAVID ARONI CHUMA	1,300.00

Account Number	Description	Debits	
2120-3442	Float Account-David T Kiplagat		
2120-3443	Float Account-Dickson I Inoro	2,000 00	
2120-3444	Float Account-John N Maina	610 00	
2120-3445	Float Account-Richard Rulo	10,977 50	
2120-3446	Float Account-Simon K Ngige	1,620 00	
2120-3447	Float Account-Paul K Chelugot	2,000 00	
2120-3450	Float Account-Peter S Cheptumo	2,000 00	
2120-3453	Float Account-Josephine N Onde	11,000 00	
2120-3455	Float Account-H P Makau	11,300 00	
2120-3456	Float Account-Simon N T Namunyak	0 00	
2120-3457	Float Account-Priscilla Kandie	0 00	
2120-3463	Float Account-Carolyne C Koech	13,000 00	
2120-3464	Float Account-Richard N Ongau	10,000 00	
2120-3465	Float Account-Kennedy A Miheso	8,000 00	
2120-3466	Float Account-George G Nyamu	3,600 00	
2120-3471	Float Account-Joseph W Wanguhu	0 00	
2120-3472	Float Account-Sebastian N Rug	27,000 00	
2120-3501	Float Account-Peter Kimutai	14,526 00	
2120-3536	Float Account-Steven Kikwai	2,000 00	
2120-3604	Float Account-Francis Jomo Omondi	0 00	
2120-3605	Float Account-Judithah Mulei	10,000 00	
2120-3608	Float Account-Samuel K Bii	500 00	
2120-3609	Float Account-John G Wachira	2,440 00	
2120-3610	Float Account-Joseph W Kiari	8,000 00	
2120-4434	Float Account-Joseph N Kamau	24,800 00	
2120-4576	Float Account-Rose N Kiama	3,950 00	
2120-5113	Float Account-W Njoroge	4,000 00	
2120-5191	Float Account-L M Mwangi	5,000 00	
2120-5292	Float Account-P G Ngware	2,000 00	
2120-5322	Float Account-Makone Ombese	1,000 00	
2120-5380	Float Account-A Ruto	21,630 00	
2120-5394	Float Account-P M Makori	2,000 00	
2120-5409	Float Account-R M Kipyegon	4,000 00	
2120-5422	Float account- J A Nyangena	2,000 00	
2120-5432	Float Account -J W Njoroge	5,000 00	
2120-5459	Float Account - J Kamau	2,000 00	
2120-5473	Float Account-R M Cherono	6,000 00	
2120-5478	Float Account-M K Ruto	6,000 00	
2120-5489	Float Account-Edward K Langat	2,000 00	
2120-5509	Float Account-Jacob O Okalla	2,000 00	
2120-5554	Float Account-Pufohasing	4,000 00	
2120-5555	Float Account-Factory	5,000 00	
		2,000 00	
	Total.	553,734 50	
	Amount Out Of Balance:		45
	Net Income (Loss) for Accounts Listed:	0.00	552,281

105 accounts printed

## Pyrethrum Board of Kenya

Leavers Debt Control Acc. 2105 as at 30<sup>th</sup> June 2007

Nos	Acc.	Emp.No.	Name(s)	Amount (Kshs)
433	2921	B2921	JOSEPH N.NJUGUNA	8,307.20
434	2929	S2929	SOLOMON K.MWANGI	4,795.50
435	2936	S2936	JULIUS M.MUGWIKI	7,500.00
436	2938	S2938	YABESH ZACHARIA KENYA	9,386.90
437	2941	S2941	ELIAS OTIENO ONYANGO	13,928.15
438	2942	W2942	NAOMI W.KIRAGURI	2,485.00
439	2944	S2944	LAWRENCE O.MAINGA	20,842.00
440	2947	S2947	TERESA NYAMBEGO	17,433.50
441	2948	S2948	ROGITO ANCHINGA	14,460.00
442	2951	N2951	MARGARET NJERI NGARI	28,470.00
443	2952	S2952	TERESA WACHUKA MACHARIA	2,865.50
444	2954	S2954	DOUGLAS O. NYANGAU	3,000.00
445	2955	S2955	JAPHETH MAGERO OMWENGA	5,950.00
446	2957	S2957	BEATRICE ONKUNDI	2,050.00
447	2963	G2963	PHILIP ODHIAMBO	4,257.50
448	2965	I2965	CHRISTOPHER A.ARUMBA	10,578.25
449	2966	I2966	DUNCAN MAINA CHEGE	18,608.00
450	2968	L2968	GEOFFREY NGARI MUNUHU	114,187.35
451	2969	G2969	CHARLES KAMAU	14,958.30
452	2973	W2973	PETER K.WARAGA	17,823.00
453	2978	S2978	MARGARET J.BETT	5,784.00
454	2981	S2981	JOHN KIARIE	1,100.00
455	2982	W2982	FRIDA R ONYAMBU	3,434.00
456	2983	S2983	TERESIA MUKONO	1,102.60
457	2984	S2984	JANE ONDIEK	4,672.50
458	2985	S2985	BEATRICE W. NJUGUNA	1,000.00
459	2986	S2986	J SAYAYA	7,000.00
460	2987	S2987	JOEL SIRERE MUNTET	6,300.00
461	2989	S2989	JOYCE WANDIRU KAHIRO	5,000.00
462	2992	S2992	STANLEY S.KIPCHIRCHIR	4,811.00
463	2996	W2996	VIRGINIA G'NGANGA	3,434.00
464	2998	S2998	RICHARD K.CHERES	5,000.00
465	2999	S2999	SARAH C.MIBEI	9,000.00
466	3002	S3002	DANIEL MIKIMANI	8,041.50
467	3005	S3005	DK KERING	1,000.00
468	3006	D3006	WALTER K.MUTAI	3,576.30
469	3008	M3008	GABRIEL K.BURUGU	2,965.50
470	3010	A3010	SAMWEL ONDARO	6,584.30
471	3011	P3011	JAMES K.MWANGI	22,660.50
472	3016	S3016	NOAH NGETICH	25,809.40
473	3017	S3017	JAMES MAINA MWANGI	26,880.20
474	3018	S3018	JOSEPH KIMAIYO	12,125.00
475	3024	W3024	CECILLY W. MUCHIRA	6,185.00
476	3025	W3025	PAULINE C.KIMOSOP	3,100.00
477	3026	W3026	LYDIA WANJUGU KIMATHI	6,806.90
478	3029	S3029	DAVID K.MARITIM	7,300.00
479	3033	S3033	RUFINUS GISEMBA OYARO	2,898.00
480	3046	M3046	KENNEDY OGWATI OKIOGA	2,000.00

Leavers Debt Control Acc. 2105 as at 30<sup>th</sup> June 2007

Nos	Acc.	Emp.No.	Name(s)	Amount (Kshs)
481	3047	D3047	DANIEL KARTUKI MWANGI	6,559.80
482	3049	M3049	RENSON K KIRUI	7,504.60
483	3054	H3054	JOSEPH WANGIHI WAWERU	155,738.40
484	3056	G3056	FREDRICK MUMBE	80,565.75
485	3066	B3066	JOSEPH MUTUKA ISABOKI	55,305.80
486	3068	D3068	SAMWEL NYAKOGE MAKORI	1,200.00
487	3072	S3072	E NYASANI	1,000.00
488	3075	W3075	LILIAN ROSE NYAMBURA	5,000.00
489	3076	S3076	PAUL KIMELI BITOK	9,800.00
490	3078	S3078	JENIFER CHEPKOECH	1,425.00
491	3079	S3079	WILSON NYAMUNGE	4,281.55
492	3082	S3082	MARY BONARERI NYAMORA	5,000.00
493	3084	S3084	JOSEPHINE NJERI MATHENGE	4,521.00
494	3087	S3087	RAPHAEL KARTUKI GACHEGE	4,925.60
495	3093	S3093	JM KAMAU	3,000.00
496	3096	S3096	MARY WANGUI THIONG'O	2,370.00
497	3100	S3100	FRANCIS MUSYIMI KILONZO	6,800.00
498	3112	S3112	JAMES KINUTHIA	1,200.00
499	3118	S3118	JUSTUS GACHOKI	1,600.00
500	3123	S3123	JOSEPH K MOGERE	6,100.00
501	3125	S3125	CHARLES MBUGUA NJUGUNA	15,136.00
502	3126	W3126	LAWRENCE IRUNGU NGUGI	5,000.00
503	3129	S3129	EMILY GATHONI	9,700.00
504	3133	S3133	MARGARET NDUKA MWENDA	4,000.00
505	3137	S3137	MARGARET KHAMONYA	5,000.00
506	3138	W3138	CLEMENT O. MOUKO	15,750.00
507	3142	W3142	MAGDALINE N. NGANGA	5,000.00
508	3143	W3143	FRANCIS K. KARIHA	2,600.00
509	3144	W3144	PATRICK MAINA WAWERU	10,650.00
510	3147	W3147	ANTONY A. BULINDA	4,310.00
511	3154	W3154	JAMES K. WAIHAKA	5,000.00
512	3159	S3159	JOHN KIPROP TARUS	2,700.00
513	3160	S3160	ANNAH MAINA MRS	2,825.00
514	3162	F3162	JAMES K. KINUTHIA	19,009.15
515	3170	S3170	JONES OKERIO	8,100.00
516	3173	S3173	BENSON NYAGSI	5,997.50
517	3178	I3178	STEPHEN K. SOI	12,271.20
518	3185	B3185	CHRISTOPHER ADAKA ALUSE	3,375.90
519	3188	F3188	EDWIN MONGARE NYASANI	38,988.40
520	3194	D3194	GEORGE MANYARA MWANGI	9,246.50
521	3196	A3196	GEORGE MARAGA	6,500.00
522	3197	A3197	MICHAEL N. MUGABE	5,681.25
523	3198	S3198	J KANDIE	2,000.00
524	3204	I3204	VINCENT O. OGONGO	8,665.00
525	3206	W3206	ANNE ATIENO AJUMA	5,000.00
526	3208	I3208	ROBERT KIPTOO	7,450.00
527	3212	W3212	PATRICK MUTURI	10,769.40
528	3215	L3215	CALEB OTIENO OYOO	42,158.00

Leavers Debt Control Acc. 2105 as at 30 <sup>th</sup> June 2007				
Nos	Acc.	Emp.No.	Name(s)	Amount (Kshs)
529	3216	W3216	ROBERT O. BIRONGO	
530	3218	W3218	JANE WAMBUI GICHIRA	11,666.00
531	3219	W3219	SIMON NJUGU WACHIRA	5,000.00
532	3220	S3220	SAFINA E. APEM	5,000.00
533	3221	L3221	LINET MOKUA	1,200.00
534	3222	I3222	RICHARD O. JUMA	11,240.00
535	3223	S3223	ALFRED OYANGE	47,572.50
536	3236	I3236	J.K. KIHU	86,094.15
537	3237	I3237	JONATHAN MULEI	4,820.00
538	3246	S3246	ROSE KAMUNYU	5,000.00
539	3256	I3256	MATHILEI KIPLANGAT	8,900.00
540	3257	S3257	MICHAEL G. A. TONUI	26,017.50
541	3259	S3259	JOEL K. KOSGEI	5,000.00
542	3260	S3260	CHRISTINE CHEPKORIR	5,000.00
543	3263	S3263	PATRICK KIHENJA	5,000.00
544	3276	W3276	NDINGURI MUIRURI KABURI	5,000.00
545	3277	W3277	AGNES BOGEGHO	6,200.00
546	3281	W3281	RHODRICK ANGWENYI	5,100.00
547	3284	S3284	CHEPKORIR MOSONIK	8,700.00
548	3285	W3285	NANCY WANJIRU	35,142.00
549	3289	W3289	FAUSTINA BONARERI KABUSE	5,000.00
550	3290	W3290	AGNETTA ANZABWA LUTAH	3,434.00
551	3293	W3293	GETRUDE LUBYA	5,000.00
552	3296	W3296	EPHANTUS THAIRU MURIUKI	30,650.00
553	3297	W3297	ZACHARIAH LEITCH KIPKEMO	5,000.00
554	3298	W3298	JOHN MWANGI	5,200.00
555	3305	S3305	REUBEN APENGA	2,800.00
556	3311	F3311	FRED A. MUGONYI	5,000.00
557	3317	A3317	JARED MABEYA	22,552.45
558	3318	S3318	RICHARD RATEMO OMARE	15,630.95
559	3334	S3334	SAMUEL NGETICH	39,181.00
560	3335	S3335	SAMUEL K BII	5,000.00
561	3336	S3336	S NYAMIKA	3,445.00
562	3337	E3337	ABDI R.D. MURSALE	3,000.00
563	3338	S3338	JACKSON CHERUYOT	3,941.00
564	3339	S3339	FLORENCE MAGOMA	7,230.00
565	3340	S3340	DECLAHC KILELE	7,000.00
566	3341	S3341	DAVID MAKORI	5,000.00
567	3344	S3344	JOSEPH M. KARIA	2,500.00
568	3345	I3345	JOHANA RUTO	1,500.00
569	3346	S3346	VIOLET M. ANZENZE	5,000.00
570	3348	S3348	JOSEPHINE A. OPLYO	2,350.00
571	3349	S3349	JOHN KYEGON	5,000.00
572	3352	H3352	SAMWEL M. KIRIMIRE	2,500.00
573	3359	S3359	EVALYNE MUGON	389,517.30
574	3361	S3361	EDINAH N. KEWA	15,880.00
575	3363	S3363	DIANA MUGAMBI	5,083.00
576	3364	S3364	GLADYS O. OGERA	8,386.00
				5,000.00

## Pyrethrum Board of Kenya

Leavers Debt Control Acc. 21.05 as at 30<sup>th</sup> June 2007

Nos	Acc.	Emp.No.	Name(s)	Amount (Kshs)
577	3365	W3365	PAMELA OMBUSULA WAMWOMA	2,000.00
578	3366	S3366	MATHIAS WANYONYI SIMIYU	26,145.00
579	3367	W3367	ANN WALTHERA	5,000.00
580	3370	S3370	CYRILL KIPLAGAT	3,000.00
581	3371	S3371	RHODAH KAGEHA	11,300.00
582	3372	I3372	WILSON OWINO	14,670.00
583	3376	W3376	ROSE SANGONDE	4,000.00
584	3377	W3377	WILLIAM M OGACHI	5,000.00
585	3378	W3378	MARGARET K MOGAKA	5,000.00
586	3384	S3384	FRED MORAGHA	3,519.00
587	3385	W3385	KENNEDY AGESA	13,760.00
588	3386	W3386	JACKSON M NJOROGE	39,155.60
589	3394	S3394	HELLEN KOECH	4,300.00
590	3395	W3395	WILSON K BARUS	9,500.00
591	3396	S3396	JACKSON NGANGA MUGWIMA	1,100.00
592	3397	S3397	JOSEPH K KORIR	4,600.00
593	3398	S3398	ESTHER N MBURU	2,000.00
594	3400	S3400	PETER MAKORI	121,200.00
595	3408	W3408	MARY ANN GACHUKIA	3,930.00
596	3426	J3426	SALLY MUMONJA	147.00
597	3441	S3441	BONIFACE M LOMLEN	13,500.00
598	3479	N3479	ANNE J MICHURA	9,308.52
599	3484	J3484	RONALD O AJENGO	65,967.95
600	3486	P3486	DR. JOHN G WAWERU	8,326.30
601	3487	P3487	MICHAEL M MACHARIA	373,045.05
602	3500	W3500	JOHN KHISA	6,242.00
603	3503	S3503	STEPHEN K KOECH	5,000.00
604	3504	W3504	DAVID KERICH	7,300.00
605	3505	W3505	TITUS NYAKUNDI	6,400.00
606	3506	W3506	RICHARD MOKAYA	5,600.00
607	3507	W3507	SAMUEL K KAMAU	30,058.60
608	3508	W3508	WILLIAM A OBONYO	5,000.00
609	3510	W3510	ROBERT OMBIRI	21,480.00
610	3515	A3515	FESTUS AMINGA	28,356.65
611	3518	B3518	NICHOLAS ONUJONGA	33,632.35
612	3525	H3525	ALFRED KIPRONO KIPLAGAT	122,622.45
613	3526	H3526	NG'ANGIRA S NJOROGE	19,274.90
614	3551	B3551	NASHON O MASARE	5,850.00
615	3558	A3558	JOHN OKARI	6,033.55
616	4008	A4008	ANNROSE WIGICHURU	3,700.00
617	4044	A4044	EVERLINE O MUGUNDA	1,400.00
618	4070	A4070	ANDREW A KIBISU	1,200.00
619	4072	A4072	COLNELIUS OGEMA	3,167.00
620	4080	A4080	WAWERU MUREITHI	6,620.00
621	4086	A4086	VITALIS ODERO	3,421.90
622	4090	A4090	JOHNSON WERU	3,190.00
623	4092	A4092	RACHEL GAKUYA	3,440.00
624	4094	A4094	JOSES KIMANI	1,300.00

Leavers Debt Control Acc 2005-2007 June 2007

No.	Acc.	Emp.No.	Name(s)	Amount (Kshs)
625	4110	A4110	GEOFFREY TSUMA	
626	4161	A4161	FRANCIS NJOROGE WAWERU	85,705 00
627	4173	A4173	KENNEDY O MOKALI	6,300.00
628	4175	A4175	GEORGE OYONDO ODHIAMBO	5,598.00
629	4191	A4191	ANDREW MAMBIRI	1,800 00
630	4207	A4207	VICTOR MUKORI	3,800 00
631	4225	A4225	ILTONY WANG'ONDU	13,471 00
632	4259	A4259	THOMAS MAFURI	4,988 00
633	4279	W4279	LILIAN T ACHIENG	4,443 00
634	4290	A4290	DAVID MUSILI	3,000 00
635	4295	A4295	DANE OSORO	2,200 00
636	4306	A4306	AUGUSTINE POJO	7,412 00
637	4351	S4351	KENNEDY S PONGIRA	23,071.70
638	4365	W4365	ELIZABETH ONYANCHI	2,300.00
639	4442	A4442	JOHN K NJOROGE	8,000 00
640	4605	L4605	LOISE N ANYONA	3,000.00
641	4603	L4603	JUDY A ANGLO	122,534.60
642	4512	L4512	INOH O CHECH	1,085 10
643	4599	L4599	UNKNOWN	1,857 30
644	4700	A4700	EDWIN KANJAH	1,005 35
645	4723	A4723	JOHN K GAKUPE	1,703 00
646	4735	F4735	THOMAS O OGUTU	4,710.70
647	4743	L4743	JUDY N NYAMOSI	1,300.00
648	4760	L4760	STEVE GITUKIA	1,870 00
649	4763	A4763	EVANS OMBEKA	5,155 85
650	4797	F4797	KENNEDY BUKO	1,700.00
651	4805	A4805	PURITY MUMBI NJOGU MISS	4,500 00
652	4827	L4827	MOSES CHERUIYOT	6,700.50
653	4861	W4861	SALOME N FABITA	11,402.80
654	4862	A4862	LAMECK OGEMBO OPANDE	1,865 50
655	4866	A4866	DANIEL MINDA MAYIEKA	2,731 00
656	4875	A4875	JOSEPH NJOROGE MURAGE	3,484.00
657	4910	A4910	NDEZYA P OMULLA	19,847 95
658	4935	A4935	DOROTHY W NACHEPI	3,045.00
659	4938	A4938	MURITHI WAWERU	1,500.00
660	4972	A4972	G. ODEPO	1,750.00
661	4973	A4973	DONALD E NYAMOSI	1,595.00
662	4988	A4988	CHARLES J LWIDHA	2,545 00
663	5029	X5029	BEALANCING A/C	1,595 00
664	5401	Z5401	DR. J. J. J. (Board Member)	114,024 25
665	5402	Z5402	DR. J. J. J. (Board Member)	370 75 25
666	5403	Z5403	DR. J. J. J. (Board Member)	500 00 75
667	5404	Z5404	DR. J. J. J. (Board Member)	0,000 00
668	5476	Z5476	DR. J. J. J. (Board Member)	7 50 00
669	5477	Z5477	DR. J. J. J. (Board Member)	593,140 75
670	5486	Z5486	DR. J. J. J. (Board Member)	17,535 50
671	5491	Z5491	DR. J. J. J. (Board Member)	38,934 43
672	5494	Z5494	DR. J. J. J. (Board Member)	40,580 15
				4,400 00

Pyrethrum Board of Kenya

Leavers Debt Control Acc. 2105 as at 30<sup>th</sup> June 2007

Nos	Acc.	Emp.No.	Name(s)	Amount (Kshs)
673	5497	Z5497	JOHN MARONGA (Board Member)	18,420.00
674	5506	Z5506	JAMES N. ISABOKE (Board Member)	43,000.00
675	5507	Z5507	WK CHANGOLE (Board Member)	90,080.56
676	5555	S5555	MISS NYOKABI	1,310.00
677	8884	S8884	CYRUS KIMANI NJOGU	2,849.00
			TOTAL	21,159,152.80

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Annex *III B*

*Dishonored payment*

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Annex V

*Organogram*

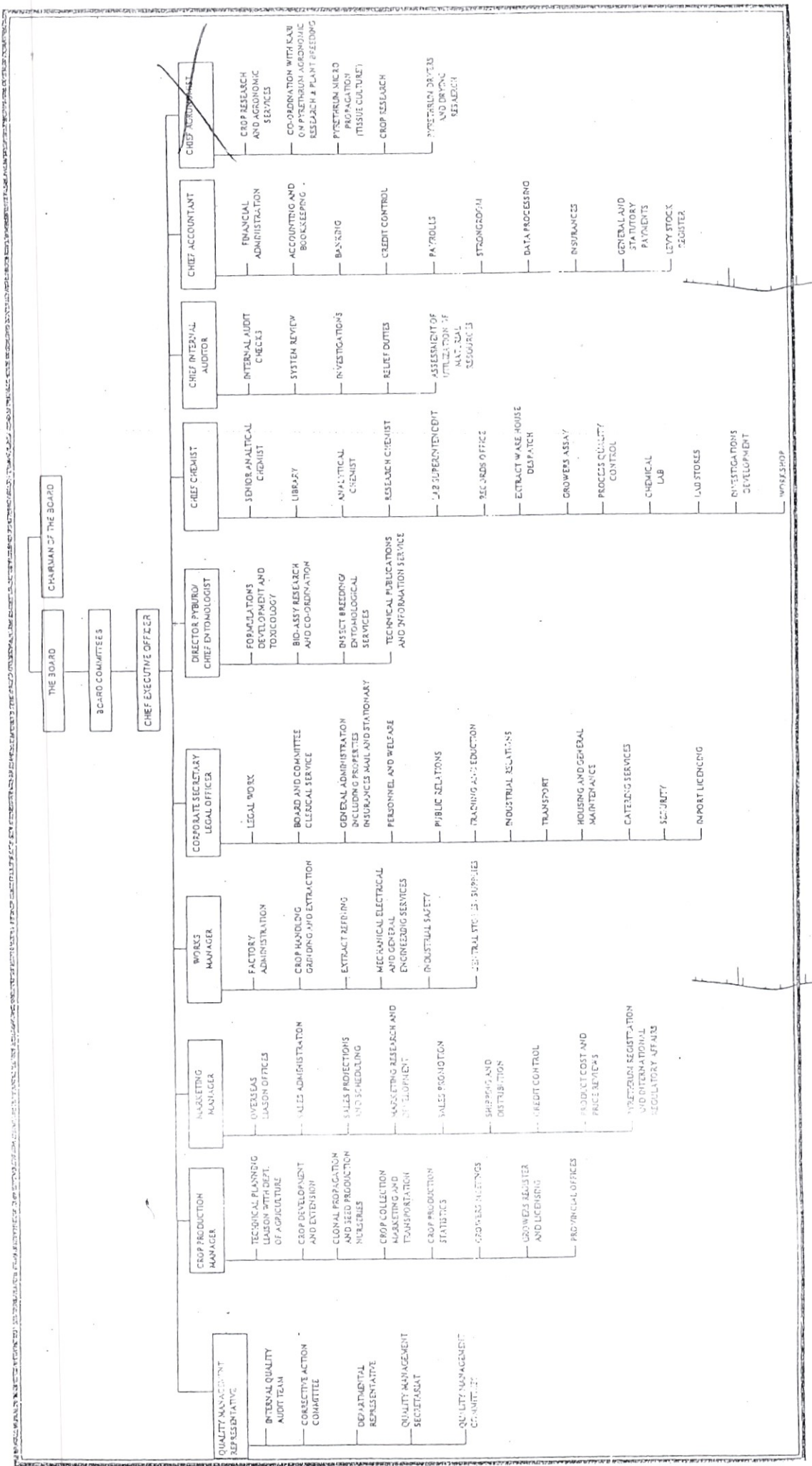


ANNEX V - OLD ORGANISATION STRUCTURE

OLD ORGANISATION STRUCTURE

ANNEX V - ORGANISATION STRUCTURE

# Pyrethrum Board of Kenya





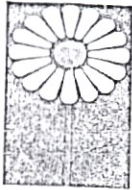
Annex VI *Agriconsultants Report*



REPUBLIC OF KENYA



Ministry of Agriculture



PYRETHRUM BOARD OF KENYA

REPORT AND BUSINESS PLAN

Prepared by:

AGRICONSULT



*Consulting services in Economics,  
Finance, Management and  
Agribusiness*

In  
association  
with



PPD Consultants Limited

*Private Public Development Consultants*

June 2006



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These issues must be addressed immediately

### 1.8 Human Resources

Whilst the PBK structures encompass all key functions, we recommend it should be revised to group functions more coherently. To facilitate achievement of the mission and core objectives, we recommend the following:

- a) The functions of Human Resources and Administration should be separated
- b) The Human Resources function should be made a department of its own to allow it to focus on aligning people issues to organizational business demands,
- c) The Administration function should be moved to the Finance Department to allow for enhanced management of the financial transactions undertaken in its activities,
- d) The Chief Chemist should focus energies to improve the quality of pyrethrum products and advise on the improvement of efficiencies in the extraction and refinery processes to enhance the overall productivity of PBK,
- e) The Logistics function should be moved to the Factory Department where goods movements can be centralized,
- f) The Information Communication and Technology function be elevated to a full department. This will allow greater input into enhancing PBK systems by incorporating use of technology to perform activities and to increase efficiency and productivity,
- g) The Audit Manager should be able to report all audit findings directly to the Audit/Finance Committee of the Board of Directors.

Strategic  
plan

### 1.9 Staff Rationalization

It is uneconomical for PBK to continue to retain the same level of staff that, at one time, were receiving and processing over 10,000 tons of flowers and are now receiving and processing less than 3,000 tons of flowers. In the period ended March 2006 (9 Months), PBK has only received 765 tons of flowers. The PBK board has now approved the reduction of permanent staff from the current 483 to about 233. In addition to this reduction of permanent staff, it is our recommendation that the current levels of casual staff, standing at about 700 casuals, is too high and needs to be justified or significantly reduced.

### 1.10 Governance

The PBK Board of Directors derives its mandate from the Pyrethrum Act Cap 340 which specifically outlines its powers and functions. In the course of carrying out this assignment the Consultants noted several instances where the Board did not act within the principles of good corporate governance. They include

- Depositing Kshs. 150 Million improperly in Euro Bank. This amount was subsequently lost when Euro Bank went under,
- Continuing to operate for over 8 eight years making cumulative losses of over Kshs. 1.7 billion without addressing the root causes of such losses, which have seriously undermined the financial integrity of PBK,
- Continuing to pay a non-commission when the organization was making losses in total disregard of the stipulations of the law
- Encouraging the growth of broker middlemen in the sector who were buying flowers at ridiculously low prices from farmers and delivering them as their own crop, whereas the law stipulates that the grower should only deliver crop from a registered farm and consistent with the production levels of that farm,
- Continuing to retain a bloated work force even when it was clear that the operations of the organization did not warrant that level of establishment,

Annex VII *Minutes of Audit committee*

# PYRETHRUM BOARD OF KENYA

CONFIDENTIAL  
OFFICE PAPER 1370

CONFIDENTIAL  
OFFICE PAPER 1370

## MINUTES OF THE BOARD AUDIT COMMITTEE MEETING HELD ON 8<sup>TH</sup> FEBRUARY, 2006 AT 10.30 A.M. IN NAKURU IN THE BOARDROOM

---

### PRESENT:

- |    |                      |   |                    |
|----|----------------------|---|--------------------|
| 1. | Mr. James Araka      | - | Committee Chairman |
| 2. | Mrs. Polyne Sego     | - | Managing Director  |
| 3. | Mr. Samuel Langat    | - | Member             |
| 4. | Mr. Billow Abdi      | - | Member             |
| 5. | Mr. David Chebet     | - | Member             |
| 6. | Mr. Samuel Kihui     | - | Member             |
| 7. | Mr. Gideon Nyamwange | - | Member             |
| 8. | Mr. Ongiri Osinde    | - | Member             |
| 7. | Mr. Peter Waweru     | - | Member             |

### IN ATTENDANCE

- |     |                       |   |                                      |
|-----|-----------------------|---|--------------------------------------|
| 1.  | Mr. Henry N. M'Narobi | - | Board Chairman                       |
| 2.  | Mr. Samuel Maluki     | - | Rep. Insp. of State Corporations     |
| 3.  | Mr. Paul Chepkwony    | - | Rep. PS Treasury                     |
| 4.  | Mr. Dyrane Chege      | - | Board Member                         |
| 5.  | Mrs. Liza Chelule     | - | Board Member                         |
| 6.  | Mr. Joseph Mainek     | - | Board Member                         |
| 7.  | Mr. Joel Mbugua       | - | Board Member                         |
| 8.  | Mr. Robert Tiampati   | - | Crop Research and Production Manager |
| 9.  | Mr. Don Okoyo         | - | Ag. Personnel Services Manager       |
| 10. | Mr. Bonface Kiini     | - | Ag. Logistics Accountant             |

### SECRETARIAT

- |    |                 |   |                     |
|----|-----------------|---|---------------------|
| 1. | Ms. Kevin Mpaka | - | Corporate Secretary |
|----|-----------------|---|---------------------|
- 

### MIN.NO.BAC.07/2006 - PRE AMBLE

The meeting was declared open by the Committee Chairman at 10.30 a.m. who encouraged members to call on the Lord, always so that He can hear their plea and be their ever present help.

The opening prayer was then said by Mr. Chebet.

### MIN.NO.BAC.08/2006 - ADOPTION OF AGENDA

The agenda as earlier circulated was approved on a proposal by Mr. Kihui and seconded by Mr. Nyamwange.



**MIN.NO.BAC.10/2006 - REPORT ON RAPID RESULTS INITIATIVE (RRI)**

Members were informed that Rapid Results Initiative (RRI) was launched by the Parent Ministry in 2005 and the motive is to revive production which is on the decline in 100 days

That the milestones set by the initiatives are

- a) To produce within 100 days 1,500 kg of seed and have them sown within that time.
- b) To attain within that period sales proceeds of Kshs. 300 million.
- c) To settle growers payments of Kshs.100 million .

Members were informed that so far:-

- 1. 740kg of seed had been distributed and sown on 15 acres.
- 2. That orders worth Kshs.200,000,000 had been satisfied and Kshs.70,000,000 received.
- 3. Farmers had been paid Kshs.33 million.

Members of the Initiative drawn from Management and Board Members expressed their satisfaction with the exercise and acknowledged that it had helped them to achieve results in a shorter time.

**MIN.NO.BAC.10/2006 - DATE OF NEXT MEETING**

The next meeting was set for 23<sup>rd</sup> February, 2006.

**MIN.NO.BAC.11/2006 - CLOSURE OF MEETING**

There being no further business for deliberation the meeting ended at 3 05 p.m. with a word of prayer by Mr. Osinde.

MINUTES CONFIRMED THIS .....DAY OF .....2006

.....  
(COMMITTEE CHAIRMAN)

MINUTES ADOPTED THIS .....DAY OF .....2006

.....  
(BOARD CHAIRMAN)

.....  
(MANAGING DIRECTOR)

.....  
(CORPORATE SECRETARY)

MINUTES RECORDED BY:  
MPAKA K.I. (MS)  
CORPORATE SECRETARY

NAKURU  
10<sup>th</sup> MARCH 2006

1

2

3

4

5

ANNEX VII

~~BOARD APPOINTMENTS. THE  
RESOLUTION OF AUDIT COMMITTEE AND  
RATIFIED BY THE BOARD.~~  
PYRETHRUM BOARD OF KENYA

CONFIDENTIAL  
OFFICE PAPER 1370

CONFIDENTIAL  
OFFICE PAPER 1370

MINUTES OF THE BOARD AUDIT COMMITTEE MEETING HELD ON 8<sup>TH</sup>  
FEBRUARY, 2006 AT 10.30 A.M. IN NAKURU IN THE BOARDROOM

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- |    |                      |   |                    |
|----|----------------------|---|--------------------|
| 1. | Mr. James Araka      | - | Committee Chairman |
| 2. | Mrs. Polyne Sego     | - | Managing Director  |
| 3. | Mr. Samuel Langat    | - | Member             |
| 4. | Mr. Billow Abdi      | - | Member             |
| 5. | Mr. David Chebet     | - | Member             |
| 6. | Mr. Samuel Kihui     | - | Member             |
| 7. | Mr. Gideon Nyamwange | - | Member             |
| 8. | Mr. Ongiri Osinde    | - | Member             |
| 7. | Mr. Peter Waweru     | - | Member             |

IN ATTENDANCE

- |     |                       |   |                                      |
|-----|-----------------------|---|--------------------------------------|
| 1.  | Mr. Henry N. M'Narobi | - | Board Chairman                       |
| 2.  | Mr. Samuel Maluki     | - | Rep. Insp. of State Corporations     |
| 3.  | Mr. Paul Chepkwony    | - | Rep. PS Treasury                     |
| 4.  | Mr. Dyrane Chege      | - | Board Member                         |
| 5.  | Mrs. Liza Chelule     | - | Board Member                         |
| 6.  | Mr. Joseph Mainek     | - | Board Member                         |
| 7.  | Mr. Joel Mbugua       | - | Board Member                         |
| 8.  | Mr. Robert Tiampati   | - | Crop Research and Production Manager |
| 9.  | Mr. Don Okoyo         | - | Ag. Personnel Services Manager       |
| 10. | Mr. Bonface Kiini     | - | Ag. Logistics Accountant             |

SECRETARIAT

- |    |                 |   |                     |
|----|-----------------|---|---------------------|
| 1. | Ms. Kevin Mpaka | - | Corporate Secretary |
|----|-----------------|---|---------------------|

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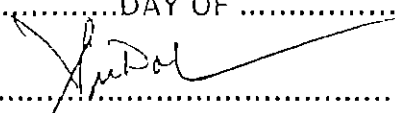
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The next meeting was set for 23<sup>rd</sup> February, 2006.

MIN.NO.BAC.11/2006 - CLOSURE OF MEETING

There being no further business for deliberation the meeting ended at 3.05 p.m. with word of prayer by Mr. Osinde.

MINUTES CONFIRMED THIS .....DAY OF .....2006

  
.....  
(COMMITTEE CHAIRMAN)

MINUTES ADOPTED THIS .....DAY OF .....2006

.....  
(BOARD CHAIRMAN)

  
.....  
(MANAGING DIRECTOR)

.....  
(CORPORATE SECRETARY)

MINUTES RECORDED BY.  
MPAKA K.I. (MS)  
CORPORATE SECRETARY

NAKURU  
10<sup>th</sup> MARCH 2006

Annex VIII *Deployment*



ANNEX VIII : DEPLOYMENT.

(122)

MD.8550/PF/PJS/swk

18<sup>th</sup> May 2007

Mr. Peter Molu Ibrae  
P O Box 591  
NAKURU

Dear sir,

ACTING CAPACITY

You have been nominated to act as the Personnel Services Manager until further notice.


You are therefore requested to take over the duties and responsibilities with immediate effect which are being handled by Mr. Donald Okoyo, who will be away on leave.

The handing over exercise should be completed by 25<sup>th</sup> May, 2007.

I wish you success and hope you will perform your duties diligently.

Congratulations.

Yours faithfully

  
POLYNE SEGO (MRS)  
MANAGING DIRECTOR

Development Bank  
of Kenya Ltd

LOITA STREET  
P.O. BOX 30483 NAIROBI

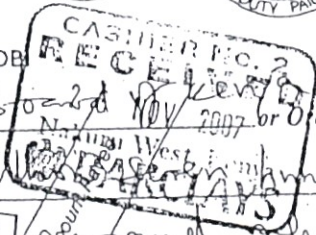
AMOUNT III C DISCOUNTED  
Date 24 NOV 01 PAYMENT

(71)



59-001

Pay ANOCMA Enterprises  
Kenya Shillings Eighty Four Thousand only



KSh 27,840.00/-

ANOCMA ENTERPRISES  
*[Signature]*

30/07/07 Cheque Number Bank Code Account Number

0006181590019110200567005



Annex

*III C*

*Bank statement*

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1

ANNEX III B BANK STATEMENT SHOWING THE

Closed OR ACCOUNT



CO-OPERATIVE BANK OF KENYA

We are you

STATEMENT OF ACCOUNTS

BRANCH : NAKURU BRANCH  
 TEL NO. : 0  
 STATEMENT DATE : 01 OCT 2007  
 STATEMENT NO : 1  
 PAGE : 1

Account No : 01245255462 | Account Description : FDR COLLATERAL MARGIN A/C/S | Currency : KENYA SHILLINGS

DATE POSTED	PARTICULARS	WITHDRAWALS	DEPOSITS	VALUE DATE	BALANCE
2006 20APR	FDR NUMBER : 1 CHQ/REF:1		10,047,561.00	2006 20APR	10,047,561.00
20JUL	INTEREST TO MATURITY CHQ/REF:1		137,775.45	20JUL	10,185,336.45
	WITHOLDING TAX CHQ/REF:1	20,666.30		20JUL	10,164,670.15
21OCT	INTEREST TO MATURITY WITHOLDING TAX		121,697.55	20OCT	10,286,367.70
2007 20JAN	INTEREST TO MATURITY WITHOLDING TAX	18,254.60		20OCT 2007	10,268,113.10
20APR	INTEREST TO MATURITY WITHOLDING TAX	18,440.40	122,936.00	20JAN	10,391,049.10
20JUL	INTEREST TO MATURITY WITHOLDING TAX	18,223.10	121,487.40	20APR	10,372,608.70
10AUG	TO 01MB-9918,01MB-9900 01MB-9990&FDR	17,629.60 10,575,774.05	117,530.65	20APR 20JUL 10AUG	10,494,096.10 10,475,873.00 10,593,403.65 10,575,774.05 0.00
		Total Debits 10,668,988.05	Total Credits 10,668,988.05		END OF STATEMENT
	( 6) YOUR CLEARED BALANCE AS AT 01 OCT 2007			( 6)	0.00

Are you an individual, professional, business, co-operative society, school, religious institution, or any person or entity in need of acquiring an asset? Then Co-op Asset Finance is for you!  
 Approach any branch of Co-op Bank countrywide, or call Tel: 3276000/181/195/401 Fax: 311347 Email: ipf@co-opbank.co.ke

PYRETHRUM BOARD OF KENYA

P.O. BOX 420 NAKURU  
20100

Failing receipt by the Bank within 15 days from the day of dispatch of this statement with notice of disagreement with any of the entries, will be assumed to be correct. Any communication intimating disagreement with the statement should be addressed to manager and marked PRIVATE AND CONFIDENTIAL



Annex *IV*

*FKE Report*

ANNEX IV FEDERATION OF KENYA EMPLOYERS  
REPORT.

FEDERATION OF KENYA  
EMPLOYERS

A CONSULTACY REPORT  
PREPARED

FOR

PYRETHRUM BOARD OF KENYA

JOB EVALUATION FOR  
MANAGEMENT POSITIONS

JOB EVALUATION REPORT (DRAFT)

TABLE OF CONTENTS

PARAGRAPH

INTRODUCTION ..... 1.0

TERMS OF REFERENCE ..... 2.0

JOB ANALYSIS QUESTIONNAIRE ..... 3.0

JOB ANALYSIS/EVALUATION COMMITTEE/ORGANISATIONAL REVIEW ..... 4.0

JOB EVALUATION MANUAL ..... 5.0

POINTS SCORE RANGES ..... 6.0

JOB GRADES FOR MANAGEMENT STAFF ..... 7.0

JOB DESCRIPTIONS ..... 8.0

ACKNOWLEDGEMENTS ..... 9.0

APPENDICES

PLACEMENT CRITERIA ..... 1

This second Job Evaluation assignment on Management positions was commissioned by Mr. Job Wainaina, the Chief Executive Officer of Pyrethrum Board of Kenya, Nakuru with the sole objective of streamlining the existing job classification and grading structure in order to design a more appropriate and meaningful wages structure tailor-made to meet the requirements of the Board.

TERMS OF REFERENCE

The terms of reference for the exercise were as follows:

2.1 To prepare job descriptions and specifications in order to enable the employees to carry out their duties effectively within the required standards.

2.2 To design an appropriate job classification and grading structure which would remove anomalies and create a conducive working atmosphere for management staff.

JOB ANALYSIS QUESTIONNAIRE

3.1 Earlier on, the Federation had designed a job analysis questionnaire which was used to elicit employees' responses regarding the tasks, pre-requisite knowledge and skills, effort, responsibility and working conditions required to perform the job effectively within the required standards laid down in the Management.

3.2 This procedure was adapted in order to involve the job holders in the process of gathering relevant information of the jobs. It was felt that job holders were in a better position to point out the details of the work and the difficulties experienced when performing the jobs.

JOB ANALYSIS/EVALUATION COMMITTEE

4.1 After scrutinising the completed job analysis questionnaires, the Federation consultants prepared draft job descriptions and specifications. Management staff which were tabled later before the Job Evaluation Committee for verification and approval.

4.2 After preliminary discussions with the management team of the Pyrethrum Board of Kenya, it was agreed that a Job Evaluation Committee be set up for the purpose of validating draft job descriptions and carrying out the evaluation/grading under the general direction of the Federation consultants. The job evaluation committee spent substantial time validating the job descriptions, for these are vital instruments that clearly specify the and requirements of each job. Mr. J.M. Onkunya, the Federation's Senior Management Consultant, was appointed as the Chairman of the committee. The committee that evaluated management jobs consisted of the following members who were selected on the basis of their experience, expertise and knowledge of jobs in the company:

## JOB EVALUATION COMMITTEE FOR MANAGEMENT POSITIONS

Jacob N. Onkunya	-	Senior Management Consultant - FKE - Chairman
D.K. Chebil	-	Human Resources Manager
R. Kuria	-	Chief Entomologist
S. Gichuru	-	Chief Agronomist
Dr. J. Wangal	-	Marketing Manager - Secretary
O. Osinde	-	Accounting and Finance Manager
E. Owawa	-	Mechanical Engineer
C. Ochieng	-	Chief Chemist
S. Chirchir	-	Crop Production Manager
C. Agutu	-	Corporate Secretary
E. Maina	-	FKE - Secretary

### 4.3 ORGANISATIONAL REVIEW

Before undertaking the actual job evaluation, the Board felt that there was need to carry out an overview of the existing organisational structure so as to determine:-

- the appropriateness of existing job titles
- the appropriateness of the current organisational structure
- the effectiveness of the existing span of control, etc.

After a thorough analysis and with the valuable input of the Senior management staff of the Board, a new organisational structure was developed for each department of the Board. Job titles were harmonized and completely new job descriptions developed, stipulating both Educational/Professional and working experience standards to be observed in personnel placement. The new organisational chart of the Board and the departmental charts appear in the Appendix.

### 4.4 REVIEW OF THE ORGANISATIONAL STRUCTURE

#### 4.4.1. PROCESSING AND MANUFACTURING FUNCTION

- In order to conform with the functions performed, the factory was redesignated as processing and manufacturing department.
- New Positions of Chief Processing and Chief Services Engineer

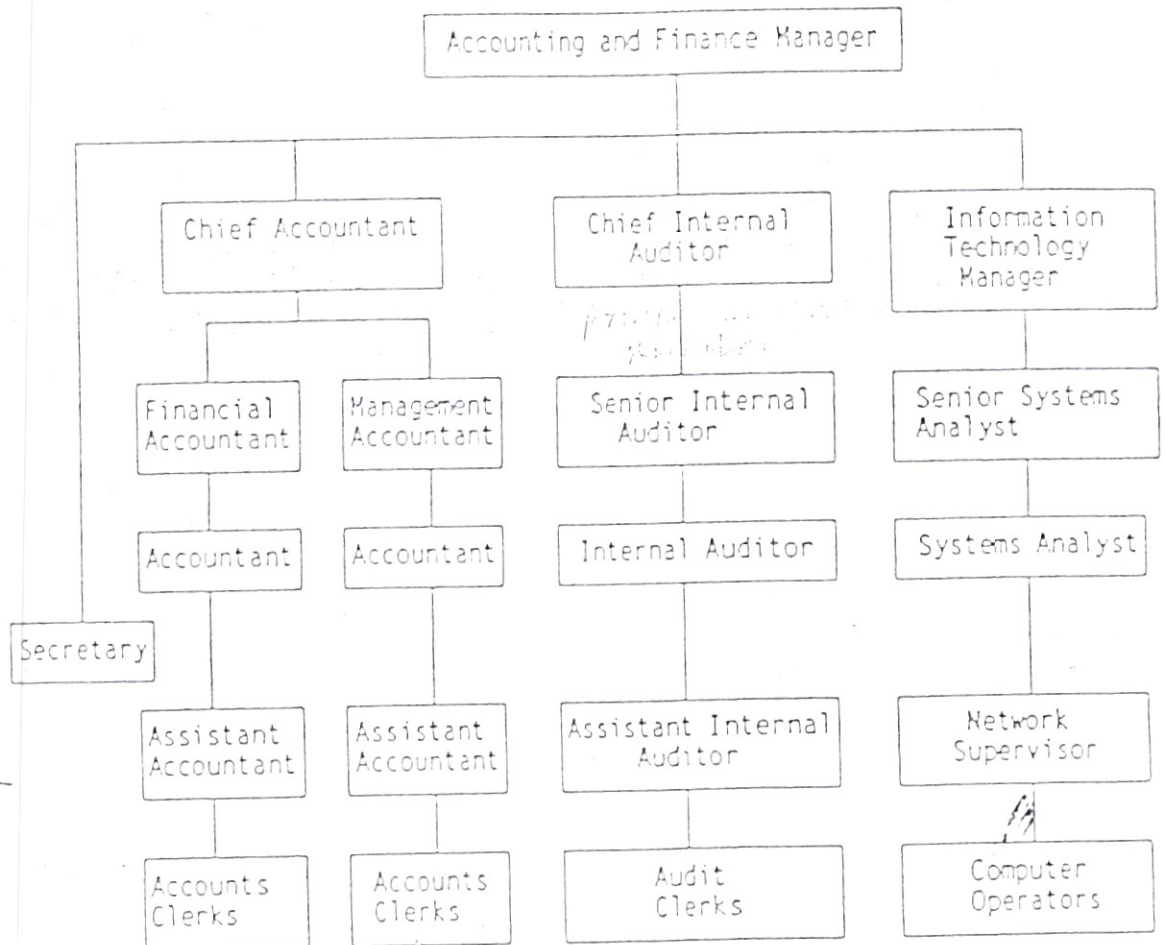
The job evaluation committee also felt that the span of control of the current head of department is too broad to be effective. Currently nine (9) positions report to the head of department. It was therefore recommended that two positions be created to manage the two primary functions of the department, i.e. Processing and Manufacturing and Machinery Installation and Maintenance. The two positions, which will report to the Works Manager, will also handle some of the administrative duties. The two positions are:

- Chief Processing Engineer to manage the processing and manufacturing function,

decisions.

As a general rule, the minimum entry requirement, for staff Accounting and Finance department is section one of part one of C

As shown in the departmental chart below, there are respect positions that report to the Chief Accountant, Chief Internal Auditor and the Information Technology Manager. Detailed job descriptions have been prepared for each position. It is also envisaged that the Accountant and Accounts Clerks working in other departments will receive guidance from the Accounting and Finance Manager as a means of streamlining procedures.

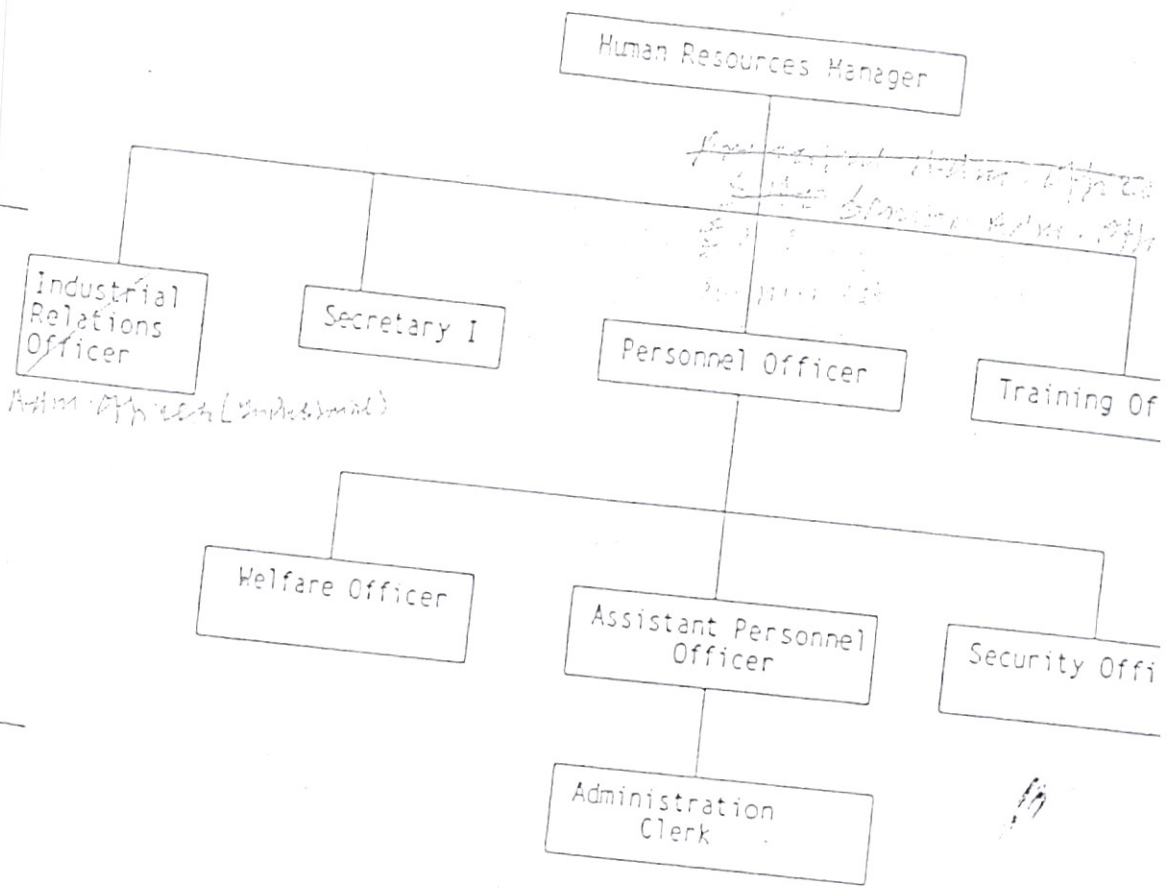


#### 4.4.3 HUMAN RESOURCE DEVELOPMENT FUNCTION

In order to conform with global trends and to recognise the critical role that the Human Resource plays in an organisation, the personnel function has been redefined and its status raised to full departmental level with its head as the Human Resources Manager.



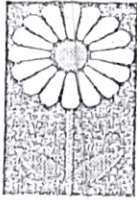
employees entry and placement in the retention and level should guarantee the sourcing and deployment of appropriate skills. In all areas of the Board's activities, identification of employee development needs through appraisal schemes and reward systems will raise employee productivity. It is with these desirable attributes in mind recognition of the crucial role that the human resource development function into a fully fledged department. There are enterprise that the Committee decided to reconstitute the Human Welfare Officer, Industrial Relations Officer and Personnel Officer department the following positions: Training Officer and Personnel Officer to the Human Resources Manager. The general department structure shown below:



#### 4.4.4 ENTOMOLOGY DEPARTMENT

Thorough harmonisation of the relevant positions was done and detailed job descriptions prepared for each. Due to the varied and sophisticated functions performed in this department, a more relevant and streamlined chart was designed as shown below.





# PYRETHRUM BOARD OF KENYA

P. O. Box 420, Nakuru, Kenya. Tel: 211567772 Website: <http://www.kenya-pyrethrum.com> Fax: 037-45274/210466

(122/2)

(64)

## INTER OFFICE MEMORANDUM

From: Ag. Extraction Manager

To: Logistics Manager

Ref: F.11(b)/04.452/VM/mk

Date: 28<sup>th</sup> April, 2004

### Re: Delivery of Flowers from Nyeri to Flower Reception


The flower reception Manager mishandled the field instructor who brought the flowers from Nyeri. The flowers were delivered late on 26.04.04 and kept at the factory's packing yard.

On 25.04.04, he came to hand in the flowers to flower reception but he was not given any assistance to do so. Instead, the Manager (Mr. Ibrae), told him to go out and hire the labor force to come and assist him in loading the flowers for delivery at the flower reception.

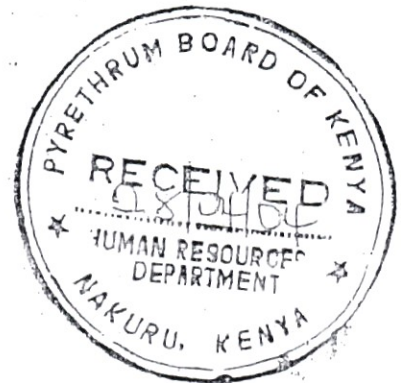
The instructor came to me seeking for assistance on the issue and I took up the matter, then called Mr. Ibrae who on hearing that I am discussing about the above flowers, banged the phone on me.

I called your office but unfortunately you were not in. I later found Martin Ochieng who after explaining the issue to him, went straight to flower reception and talked to Mr. Omia who later accorded the necessary assistance and the flowers were finally picked.

The behavior of this Manager is not proper. Please assist in ensuring this incident does not occur again.

  
Vincent Mecha


cc: Factory Manager  
Ag. Human Resources Manager ✓



Logistics Manager

*Are some of this got hidden in other papers. Complaints against your manager are becoming too frequent. What is going on?*

*W. Mwangi*

(2) Personal file  
- Ibrae  




# Pyrethrum Board of Kenya

Box 420 Nakuru Kenya Tel: 21156772 Telex 33080 Cables Pyboard FAX 037-45274, 210466

122/3

COPY (4)

## INTER OFFICE MEMORANDUM

FROM: Ag. Human Resources Manager

TO: Peter Molu Ibrae

REF: ✓ PF/PIS/2534/swk

DATE: 1<sup>st</sup> September, 2003.

### DEPARTMENTAL TRANSFER

This is to notify you that you have been re-deployed from your current Department/Section (Crop) to Logistics Department with immediate effect.

Please liaise with your immediate supervisor and hand over to him any tools and/or pending work and report immediately to the Logistics Manager for allocation of duties.

P. I. SHAVANGA

c.c. Managing Director

Crop Services Manager

Logistics Manager - Please forward a comprehensive schedule of his job profile.

Annex IX

*Court cases*

ANNEX 14

COURT CASES

~~Pyrethrum Board of Kenya~~  
**CURRENT STATUS OF CASES AS AT 15 FEBRUARY, 2007**

	CASE	PBK ADVOCATE	SUBJECT MATTER	STATUS/ REMARKS	ADVOCATE FEES	DEMAND BY PLAINTIFF
1	Nakuru PMCC No 943/2001 Kenya Petroleum Distributors Vs Pyrethrum Board of Kenya	Being handled by insurance Lawyers	Accident	Last correspondence was on 5 <sup>th</sup> December 2001 Case has not been fixed for hearing for a long time		189,950
2	Nairobi PMCC No 303 of 2000 Ann Wangari Njihia Vs PBK & 4 others	Being handled by insurance Lawyers	Accident	Last correspondence was on 10 <sup>th</sup> April 2000 Hearing not yet fixed		Special damages 34,100/- General damages plus cost of the suit
3	Nakuru CMCC No 2815 of 1999 Sally Sensora Vs Pyrethrum Board of Kenya	Being handled by insurance Lawyers	Accident	Last correspondence was on 6 <sup>th</sup> Dec 2001 Hearing date not yet fixed		Special damages 34,100/ General damages plus cost of the suit
4	Nakuru CMCC No 222 of 2000 Faith Wanjohi Vs Pyrethrum Board of Kenya	Being handled by insurance Lawyers	Accident	Hearing date was 14 <sup>th</sup> Dec 2006		General & special damages plus cost of the suit
5	Nakuru CMCC NO 543 of 1998 George Ombui Mogire Vs PBK & Others	Being handled by insurance Lawyers	Accident	Hearing date was 25 <sup>th</sup> Oct 2006		Special damages 355,045/- and general damages plus cost of suit
6	Nakuru CMCC 231 of 1996 Francis Karugia Vs Ngware-ini Bus Services and Pyrethrum Board of Kenya	Kagucia & Co Advocates	Accident	Last heard on 17 <sup>th</sup> February 2006 Hearing date not yet fixed		General & special damages plus cost of the suit
7	Pyrethrum Board of Kenya VS Watuka Bus Services Nairobi HCCC NO.829 of 1995	Insurance Lawyers	Claim for material Damage to Board's Vehicle	The case was to be heard on 20 <sup>th</sup> May 2004 but the legal officer indicated inability to trace key witnesses		
8	CMCC NO 187 of 1997 David Kimuta Vs PBK Accident to KAB 416B on 17/1/1994	Being handled by insurance Lawyers	Accident	- Last correspondence was 22 <sup>nd</sup> Aug 2001 - Hearing date not yet fixed		General damages Special damages - 1600 Plus cost of the suit
9	RMCC NO 5559 of 1996	Being handled by insurance Lawyers	Accident	- Last correspondence was on 28 <sup>th</sup> Sept 2001 from AON Minet to Legal		General damages, cost of suit and interest thereof

Waiting fees

	vs Pyrethrum Board of Kenya			for records - Not yet fixed for hearing			
10	Nakuru CMCC No 1358 of 1999 Francis Juma Sikuta Vs PBK	Being handled by insurance Lawyers	Industrial Accident	- Last correspondence was on 15 <sup>th</sup> Oct 2001 - Not yet fixed for hearing			Special damages and cost of suit General damages
11	CMCC No 147 of 2003 Ronald Bongera Vs PBK	Being handled by insurance Lawyers	Workmen's Compensation	- Case was to be heard on 27 <sup>th</sup> August 2004 - Hearing date not yet fixed			Total damages Kshs 2,479/-
12	Nakuru CMCC NO 1156 OF 2000 Osman Mathombe VS PBK	Being handled by Insurance Lawyers	Breach of statutory duty of care leading to sickness				
13	Nakuru CMCC No 1155 of 2000 James K Mwangi Vs Pyrethrum Board of Kenya	Being handled by insurance Lawyers	Breach of statutory duty of care leading to sickness	- Last correspondence on 25 <sup>th</sup> June 2002 - Hearing date not yet fixed			General damages, lost earnings, special damages – 2,500/- plus cost of suit
14	Nakuru CMCC No 1154 of 2000 Francis Bulemi Vs PBK	Being handled by insurance Lawyers	Breach of statutory duty of care leading to sickness	- Last hearing was on 30 <sup>th</sup> March 2001 - Hearing date not yet fixed			General damages, lost earning, special damages – 2,500/- plus cost of suit
15.	Nakuru RMCC NO 941 of 1998 Eutycus Anemba Atemba Vs. PBK & Another	Kagucia & Co Advocates	Accident	- Hearing was scheduled for 10 <sup>th</sup> July 2001 - Hearing date not yet fixed			
16	RMCC NO 2487 of 2000 Kamau Njehia Vs PBK	Being handled by insurance Lawyers	Accident	- Case was to be heard on 22 <sup>nd</sup> Oct 2002 - Hearing date not yet fixed			Special damages – 21,21,550 General damages .5 cost of suit
17	MCC NO 1700 OF 2003 Jacinta Waithera Kamau Vs PBK	Ochieng' Rodi Orege & s Advocates	Industrial Accident	To be heard on 18 <sup>th</sup> July 2007	15,000/-		General damages, loss of earnings and special damages 2,500/- plus cost of suit
18	Naivasha SPMCC 623 of 2002 Francis Wanjohi Kihara Vs PBK	Being handled by insurance Lawyers	Accident	- Case was heard last on 17 <sup>th</sup> Sept 2004 A new hearing date not yet fixed			Special damages – 11,312/- General damages, loss of earnings plus cost of the suit
19	Nakuru CMCC NO 2928 of 1999 Susan Nyokabi Wagura Vs PBK	Being handled by insurance Lawyers	Accident	The case was to be heard on 20 <sup>th</sup> July 2004			No plaint

	of 2004 Pyrethrum Board of Kenya Vs Timothy O Omato	Co Advocates					679,014 US as secured imprest
21	CMCC No 1482 of 2002 Francis Kigia Vs PBK	Kagucia & Co Advocates	Unlawful dismissal	The case is to be heard on 17 <sup>th</sup> December, 2007	27,048/-		Payment of all benefits, defamation and wrongful dismissal and cost of suit
22	RMCC 1402 of 2002 PBK Vs S K Kihiu & others	Nancy Njoroge & Co Advocates	For an injunction to restrain PGA from meeting	- Last correspondence 25 <sup>th</sup> May 2006 - Case to be withdrawn PBK to pay advocate costs to defendant's lawyers	15,000/-	05/-	
23	Nakuru RMCC 2352 of 1997 Peter Nyabere Ondeyo Vs PBK	Kagucia & Co Advocates	Former employee for injunction from evicting him	The last correspondence was on 3 <sup>rd</sup> Feb 2006 1 Case determined on 25 <sup>th</sup> Aug 2004 with costs in favor of PBK 2 PBK to institute committal proceedings through the lawyer 3 Application for hearing on 23/7/2007	45,960/-		PBK to recover costs of the case through the lawyer, auction done did not realise these costs
24	HCCC No 384 of 2001 PBK Vs S k Kihiu	Nancy Njoroge & Co Advocates	Infringement on PGA trademark	Case to be heard on 19 <sup>th</sup> October, 2007	235,000		
25	David Gikaria VS PBK Nakuru CMCC No 894 of 2002	Nancy Njoroge & Co Advocates	For recovery of car loan	Case finalized	47,365/-		
26.	HCCC NO 90/2002 Grace Nyambura Gichahi Vs PBK	Kagucia & Co Advocates	For terminal benefits	Correspondence from Legal Officer PBK on 26/9/05 However, no hearing to date Hearing date to be taken	177,709/-		Demand - 671,874/- and cost of suit
27	Nakuru HCCC No 489 of 1991 J K Muregi Vs Pyrethrum Board of Kenya	Ochieng Orege & Co Advocates	Unretired imprests	To be heard on 4 <sup>th</sup> June 2007	29,586/- Interim	Demand note will follow	Board was claiming Kshs 506,941 70 as unretired imprest
28	Nakuru Municipal Block 13/115 & 13/116, 229, 230 and 239 Py Board of Kenya Vs Municipal Council O S - HCCC NO 165 OF 2003	Ochieng' Orege & Rodi Co Advocates	Adverse possession	Judgement was passed against the Board on technicalities The lawyer is to pursue the matter with the municipal council for amicable solution The Board is still negotiating with the Municipal Council for re-issuance of allotment letters to enable it acquire title deeds on the basis of the doctrine of adverse possession	70,000/-		
29	Nakuru HCCC 120 of 2002 S K Kihiu Vs PBK	Nancy Njoroge & Co Advocates	PGA case against Board for defamation	Was to be determined on 24 <sup>th</sup> Nov 2006 but judgement was not read	45,000/-		General damages, exemplary (aggregated damages) and cost of

30.	CMCC NO. 2781 OF 1999 John K. Njoroge Vs PBK	Kagucia & Co. Advocates	Terminal benefits	Hearing date pending Application for dismissal of the case was done on 23 <sup>rd</sup> March 2006	149,069/-	Special damages & legal fees (50,000/-) and general damages and cost of suit
31.	HCCC NO. 1709 of 1994 Johnson M. Kinyanjui Vs PBK	Kagucia & Co. Advocates	Malicious prosecution	Court file missing	179,161/-	1. Special damages 200,000/- 2. General damages for unlawful arrest and malicious prosecution 3. Cost of the suit
32.	Timothy Manyara and 144 others vs PBK HCCC No 108 of 2004. (Nakuru)	Ochieng 'Rodi' Orege & Advocates.	Ex- employees claiming from the Board Ksh. 620 million in respect of deducted taxes, pension and CBA arrears	Case to be heard on 12 <sup>th</sup> November, 2007	1,011,038/-	620,195,157 - 2,463,089 Tax recovered
33.	Pyrethrum Board of Kenya vs Kitch Agricultural Development Co. & Shako Advocate HCCC NO. 142 of 2004	Nancy Njoroge & Co. Advocates. and Keriaiko Tobiko Advocate	For recovery of Ojoro rok farm	Case was to be heard on 5 <sup>th</sup> July 2005 but the court did not sit owing to judges absence	86,207/-	Cancellation of title documents
34.	Nakuru HCCC No. 71/2001 PBK Vs. S.K. Kihui & others.	Nancy Njoroge & Co Advocates	Defamation	The case is on the infringement of trade marks. Case put on hold	70,000/-	General damages for libel Cost of the suit Interest on damages & cost of suit Any other relief
35. (a)	Nakuru HCCC No. 390 of 2004	Kagucia & Co. Advocates	Purchase of Nairobi ASK Show Stand	Summons to enter appearance yet to be served upon Alex Kambona who is evasive	135,125/-	PBK is claiming 7,000,000/-
(b)	PBK vs John Mariaria & Others PBK VS John Mariaria & Others NKURU HCCC NO. 139 OF 2005	Kagucia & Co. Advocates	"	Heard on 26 <sup>th</sup> and 29 <sup>th</sup> January 2007. Another hearing date is fixed for 29 <sup>th</sup> June 2007	121,844/-	
36.	Nakuru HCCC NO. 220 of 2003/ No. 242 of 2005 PBK Vs Packwell Industries	Nancy Njoroge & Co Advocates	Accident	Scheduled for ruling on 16.8.2007		
37.	Nakuru CMCC 1792 OF 2004	Ochieng Orege Advocates	Terminal dues	The matter is partly heard in court and is yet to be fixed for further	16,000/-	- General damages for unlawful dismissal

	vs PBK						plaintiff's contract of service Costs of this suit
38.	Nakuru CMCC No.1901 of 2004 Christopher Arumba vs PBK	Kagucia & Co Advocates	Terminal dues	The case was not heard on 4 <sup>th</sup> Dec 2006 as scheduled as the plaintiff indicated willingness to observe the PBK clearance formalities. Thus the matter was adjourned generally		9,628/-	Unpaid salary and allowances, Pension dues, Cost of the suit and interest thereon
39.	Nakuru CMCC No.1791 of 2004 Stanlaus Musembi vs PBK	Ochieng Orege Advocates	Terminal dues	Case was supposed to be heard on 29/6/2006 but did not proceed as scheduled as the plaintiff sought to amend his pleadings. Therefore case is pending for hearing	16,000/-		Compensation for wrongful dismissal and Costs of the suit
40.	CMCC NO.92 OF 2005 Nicolas Gumbo T/A Feradon Associates vs Matasyo T/A/ Inter-Arch Consultants & Ourselves	Kagucia & Co. Advocates	Outstanding Consultant fee	- Hearing date to be taken - To instruct our lawyers to apply for dismissal of case for want of prosecution	44,256/-		Professional fees of Kshs. 385,038.85 Debt collection charges of Kshs. 12,525.50
41.	Nakuru HCCC NO.151 OF 2005 Julius Matasyo T/A Inter-Arch Consultants VS PBK	Kagucia & Co. Advocates	Outstanding Consultants fee	Application for arguments to be heard on 22nd June, 2007.	150,318/-	76,890/-	Kshs. 4,780,015/- and interest thereof Costs of the suit
42.	Nakuru HCCC NO.80 OF 2005 John O. Odiege & Others VS PBK & Henry M. Omino	Ochieng "Rodi Orege Advocates	Estate of Late Jedidah A. Okoth	Awaiting lodging of application for dismissal of the case  ♦ Case dismissed in February 2007	86,000/-		Restraining orders
43.	Nakuru Civil Appeal No.215 of 2005 James K. Mukoma & 98 others	Ochieng' Rodi Orege Advocates	Appeal on Kshs.2.3 not paid as arrears to ex-employees	Appeal is pending hearing	210,000/-	-	Appeal against ruling of civil suit No.. 108/2004 (Kshs. 2,363,089.10)
44.	Nakuru CMCC NO.1800 OF 2005 Michael A. Omogi vs PBK	Ochieng' Rodi Orege Advocates	Accident on Duty	Hearing scheduled for 26 <sup>th</sup> November 2007	21,720/-	-	Compensation for alleged injuries sustained at place of work
45.	Nakuru Civil Appeal NO.9 OF 2006 Timothy Manyara & 144 Others	Ochieng' Rodi Orege Advocates	Appeal against the Ruling of the High court	Fixed for hearing on 12 <sup>th</sup> November, 2007	266,373.28	-	Appeal against ruling of High court dismissing application seeking 145 plaintiffs to deposit at least 10,000,000/- as security pending hearing
46.	Nakuru CMCC NO.610 of 2006 Pelesia Ogolla Vs PBK	Ochieng' Rodi Orege Advocates	Negligence of the fork lift Driver (Mr. Omato)	Case pending hearing	20,000/-		Special damage medical report 2,500/- and police abstract 100/- General damages Costs and interest

47.	Nakuru CMCC NO.859 OF 2006 Bunda Cake & Feeds Ltd. VS PBK	Kagucia & Co. Advocates	Breach of Contract	Hearing of disputed portion of claim 10/12/2007	25,235/-		Any other costs Order to supply 3900 bags of pymarc General damages Interest and any other further relief
48.	Nakuru CMC NO.811 of 2006 Republic VS Wesley Mibei & Joshua Kipkemboi	Ochieng' Rodi Orege Advocates	Creating disturbance (Criminal case)	Case scheduled for hearing on 17 <sup>th</sup> January 2008.	37,000		Creating disturbances in a manner likely to cause breach of peace NILU/NESSUIT/1539
49.	Molo SRMCC No.111 OF 2006 Pauline Ekai Vs PBK & another	Kagucia & Co. Advocates	Accident involving Mr. Muchira's car which is jointly owned with Board.	Fixed for hearing on 9 <sup>th</sup> October, 2007	21,575/-		General damages Special damages Cost of suit
50.	Nakuru HCCC NO.212 OF 2006 James Muiruri Wangai VS PBK	Rodi Orege & Co. Advocates	Clam against Ourselves	Fixed for hearing on 6/12/2007.	140,000/-	363,000/-	Former employee claim for Kshs. 3,510,946/-
51.	Nakuru HCCC NO.533 OF 2006 Genetics Technologies International	Rodi Orege & Co. Advocates		Case is pending hearing in court	1,845,826.75	92,939.25	Claim for Kshs. 80,992,000/- on alleged breach of contract by PBK
52.	Nakuru CMCC NO.134 OF 2007 Nakuru Water & Sanitation Services	Rodi Orege & Co. Advocates		Defense yet to be filed	-	56,400.00	Kshs. 1,219,604.55 alleged unpaid services rendered and Cost of suit
53.	Nakuru CMCC NO.437 OF 2007 Kevin Infanta Mpaka VS PBK & Polyne J. Segoo	Rodi Orege & Co. Advocate	Eviction from house No.623	Fixed for hearing on 13 <sup>th</sup> September, 2007			
54.	Nakuru CMCC NO.445 OF 2007 Mr. James Gichana VS PBK	Kagucia & co. Advocates	Eviction from house No.451/181	Fixed for hearing on 15 <sup>th</sup> October, 2007			
55.	Nakuru HCC NO.100 OF 2007 Mr. Daniel K. Chebii		Eviction from house No.451/628	Ruling on 20/12/2007			

Annex X

*Termination of employment*



ANNEX X TERMINATION OF  
EMPLOYMENT.

Pyrethrum Board of Kenya

P.O. Box 420 Nakuru, Kenya. Tel: 211567/72 Telex: 33080 Fax: 254-51- 45274/210466

281(1)  
281/1

Our Ref: PBK/P/NO.1773

10<sup>th</sup> April, 2007

Muchira Fredrick Ngare  
P/No 1773

Thro"  
Factory Manager

RE: TERMINATION OF EMPLOYMENT

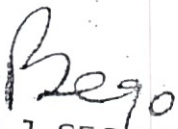
You are aware that you have served the Board and for the last six years there have been increasing unexplained pyrethrn losses. For the period referenced you served as Primary Process Maintenance Supervisor. During the period a total of 137,657.35 kgs pys of 100% was valued at US\$ 260 per kg pys equivalent to a loss of Kshs. 2,346,243,480 (say Two billion three hundred and forty six million two hundred forty three thousand four hundred and eighty) was lost and still no viable explanation has been received.

During the investigation, the board found that you tried to misdirect the investigators. The comments therefore observed that you failed to act professionally to protect the losses and viewed your move as an attempt to protect officers who were dismissed for the losses.

Due to the foregoing it has been decided that you be terminated from employment and you are hereby summarily dismissed from the services of PBK.

You are however been given 14 days from the date of this letter to appeal and your response should be received by the undersigned before the expiry of the said period.

Yours faithfully,

  
P. J. SEGO (MRS)  
MANAGING DIRECTOR





Pyrethrum Board of Kenya  
P.O. Box 420  
NAKURU

281/2

From: Finance Manager

To: Managing Director

Ref: PBK/MISC. VOL. I/36

Dates: 16<sup>th</sup> Aug 2007

**SUBJECT: REINSTATEMENT OF FREDRICK NGARE P/NO. 1773**

I have received a memo reinstating the officer whose services were terminated. In the file there is a letter of appeal from the officer. However there are no abstracts of :-

- a) (i). Proceedings of the staff disciplinary committee which heard the appeal.  
(ii). The Factory Managers justification and comments over the appeal as the officer has adversely mentioned him in the appeal. Then;
- b) A number of staffs were terminated on the basis of pyrethrum losses. Why is it that his case has been treated separately.
- c) The staffs, terminated together on the losses of public funds will challenge the decision in court and according to the civil service code of regulations, the matter has not been resolved and therefore it was too early to reinstate him.
- d) The losses as mitigated cannot be quashed out so early as the amount in question is a lot of money and a mere statement of defence cannot be considered as final without thorough analysis and conclusion of the matter.
- e) Now do we reinstate the salary or do we have to wait for the board to give him a hearing and determine his case.
- f) The public watchdog and the Attorney General will challenge your decision in the absence of staff advisory committee proceedings and report on all staffs terminated: Board minutes and resolution to effect the changes.
- g) Kindly refer to the report from the consultant to Ministry of Agriculture and its serious comments.

FINANCE MANAGER

16 Aug

John Maina Francis  
Finance Manager



Annex

*XI*

*Letter to PS Ministry of Agriculture*





General Mathenge Road, Nakuru Industrial Area

P. O. Box 420  
Nakuru,  
Kenya ANNEX XI

Tel: 254 - 37 - 211567/70/72  
Fax: 254 - 37 - 45274, 214201  
E-mail: pbk@pyrethrum.co.ke  
<http://www.kenya-pyrethrum.com>

ANNEX REQUEST TO SEND  
FLOWERS TO RWANDA

CE.7431/B.16/rcs

28th May, 2003

The Permanent Secretary  
Ministry of Agriculture &  
Livestock Development  
P.P. Box 30028  
NAIROBI

Dear Sir,

**RE: REQUEST TO SEND PYRETHRUM FLOWERS TO RWANDA FOR  
PROCESSING**

Kindly accept my Board's request for permission to contract M/s Societe du Pyrethre au Rwanda (Sopyrwa) to process pyrethrum flowers on our behalf. The reason for this request is as follows:

On Sunday 30<sup>th</sup> March 2003 at around 5:00 p.m. a fire broke out in the Board's factory in Nakuru and extensively damaged Extraction Plant III through which the vast majority of pyrethrum flowers delivered to the Board are converted to crude pyrethrum extract (OR). The Board lost over 70% of its capacity to produce crude extract. Fortunately the Board had in store about a year's supply of this important intermediate.

The Board must therefore urgently send flowers to Rwanda for processing over the next 18 months i.e. between June 2003 and December 2004. This is because the fire that occurred on March 30<sup>th</sup> 2003 damaged Board's Extraction Plant III rendering it totally inoperative.

Appendix I attached hereto is a technical evaluation of Rwanda's current capability to assist PBK in its hour of need. The report was prepared by, Mr. C.D. Ochieng, PBK's Chief Chemist after a recent visit to Rwanda. Mr. James Gichana, PBK's Factory Manager accompanied Mr. Ochieng and helped in compiling the report.

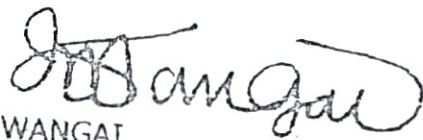
Appendix II highlights Part II, 6(2) (g) of the Pyrethrum Act Cap 340 Laws of Kenya that requires the Board to seek the approval of the Minister before contracting the processing of pyrethrum to any other party either in Kenya or outside Kenya.

It is hoped that the Board will purchase and install a new extraction plant in the course of this year to replace Extraction Plant III that was damaged by the fire. For this reason, the Board seeks government approval to purchase another pyrethrum extraction plant together with the necessary supportive equipment including one boiler, one industrial refrigeration plant and a powder bagging station.

To do this, the Board needs to be exempted from the instructions contained in Treasury Circular No.2/2003 which suspended all capital expenditure by Government departments and parastatal organizations.

Trusting and hoping for an early reply,

Yours faithfully,



J.M. WANGAI  
AG. MANAGING DIRECTOR

Attd.

Annex

*XII*

*Agreement to process grist*



XII AGREEMENT TO PROCESS GRISI  
IN

AGREEMENT

FOR

PROCESSING SERVICES

BETWEEN

PYRETHRUM BOARD OF KENYA

AND

SOCIETE DU PYRETHRE AU RWANDA



## AGREEMENT FOR PROCESSING SERVICES

THIS AGREEMENT is made this ...<sup>1<sup>st</sup></sup>... Day of ...July... 2003 between Pyrethrum Board of Kenya, a Statutory Organisation established under the Pyrethrum Act Cap. 340 Laws of Kenya and of P.O. Box 420, Nakuru (hereinafter referred to as the "Contractor" which expression thereof includes its agents and assignees where the context so admits) of one part and Societe du Pyrethre au Rwanda, a Company established under the Laws of Rwanda of P.O. Box 79 Ruhengeri (hereinafter referred to as the "Processor" which expression thereof includes its agents and assignees where the context so admits) of the other part.

### WHEREAS

The Contractor is statutory organisation charged with the responsibility of producing, processing and marketing of pyrethrum flowers and the products thereof in Kenya.

### AND WHEREAS

The processing capacity of the Contractor has been reduced due to damage of one of its extraction plants by fire and thus has surplus pyrethrum flowers which it desires be processed elsewhere.


AND WHEREAS

The Processor has extra capacity in its extraction plant in Ruhengeri and is desirous of processing on behalf of the Contractor the said flowers into crude pyrethrum extract (Oleo Resin).



NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS BETWEEN THE CONTRACTOR AND THE PROCESSOR

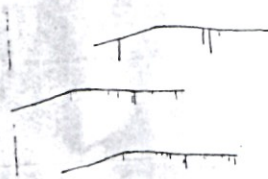
1. CONTRACTOR'S OBLIGATIONS

- 1.1 To avail at it's premises a total of 4000 MT of flowers in powder (grist) form in consignments of approximately 25 MT of known pyrethrin concentration. (The determination of pyrethrin concentration is by AOAC method as per Appendix 1.)
- 1.2 To take a composite sample from each lot of 5 MT of pyrethrum grist, divide it equally and retain one portion for analysis of pyrethrin and BHT content and thereafter communicate the results to the processor.
- 1.3 To send the other portion to SOPYRWA for a similar analysis of both pyrethrin and BHT content.
- 1.4 To instruct the Processor on how the marc so generated will be disposed off.
- 1.5 To reconfirm Upon receipt of Crude Extract from the processor, the weight and its quality as per product specification in 2.7.
- 1.6 To make a processing deposit of US\$ two hundred thousand only (200,000) before start of toll processing. The amount so deposited will be offset from the final payment.

- 
- 1.7 To promptly pay processing fee for each lot of grist processed once in agreement on the analyses of input and output.

## 2. PROCESSOR'S OBLIGATIONS

- 2.1 To regularly collect pyrethrum grist from the Contractor's factory in Nakuru as per Appendix III.
- 2.2 To process the pyrethrum grist (powder) of known and agreed pyrethrin content at the rate of 10 MT per day through a hexane solvent extraction plant and produce crude extract (Oleo-Resin).
- 2.3 To ensure that at least 90% of input pyrethrins from flowers analysing 1.5% pyrethrins is contained in the crude extract produced.
- 2.4 The Processor will hold in storage all the pyrethrum marc that is generated from all the pyrethrum grist which the Processor extracts on behalf of the Contractor and dispose of it as per written instructions that the Contractor will issue from time to time. However, both parties recognize that marc is a bulky product and its long-term storage can be problematic to the Processor. For this reason, the Contractor will instruct the Processor on disposal of the marc in lots of 500MT marc at a time.
- 2.5 To stabilize the crude extract with Butylated Hydroxy Toluene (BHT) at a rate of 6kgs BHT 100 kgs crude extract.
- 
- 

- 
- 2.6 To provide adequate insurance cover for the grist, Oleo-Resin and other pyrethrum products belonging to PBK that may be at its premises at any given time.
- 2.7 To furnish the Contractor with a performance bond valued at US\$ five hundred thousand (500,000) from a reputable bank. In case of non-performance by the processor will be paid to the Contractor in Kenya without any further reference to Processor.

### PRODUCT SPECIFICATION

- 2.8 To ensure that the output crude extract conforms to the following specifications
- 2.8.1 Pyrethrin Content in Oleo-Resin: not less than 31 % w/w
  - 2.8.2 Pyrethrin Content in Marc: not more than 0.14% w/w
  - 2.8.3 Extraction Output: not less than 38 kgs of OR per (MT) metric ton of input grist analysing 1.5 w/w.
  - 2.8.4 Volatile content in crude extract less than 1.7% w/w
- 2.9 To take a sample of 1kg from each batch of crude extract of 100kg, divide it into two portions, analyse one portion in Rwanda and send the other portion to the Contractor for a similar analysis.
- 2.10 To take a 10kg sample from each 5MT lot of pyrethrum marc divide it into two portions for analysis by both parties as in 2.8 above.

### RISK OF LOSS

- 2.11 To be responsible for any damage and or loss (inclusive of the pyrethrin content )of all goods that may occur while in transit

between the two factories. Title to all products shall remain vested in the contractor.

3. **LEGISLATIVE REQUIREMENTS:**

Both parties shall obtain all the necessary written approvals from their respective Governments in Kenya and Rwanda before commencement of transactions under this agreement. These approvals should include inter-alia

3.1 Duty exemptions.

3.2 Exemptions of taxes including value added tax, import and export taxes applicable to all products including the pyrethrum grist, crude extract and marc.

4. **PERFORMANCE AND ANALYSIS OF INPUT/OUTPUT**

4.1 The pyrethrin content of all samples of grist, pyrethrum marc and crude extract will be determined by A.O.A.C. method 9<sup>th</sup> edition. (attached hereto as Appendix I.)

4.2 The BHT content will be determined by a mutually agreed method. The Contractor's method is the gas liquid chromatography method (attached hereto as Appendix II.)

**RECONCILIATION**

4.3 For purposes of reconciliation of pyrethrins, the true analysis of any lot of grist, pyrethrum marc and crude extract will be a simple average of the analyses of the two laboratories.

- In the event of the variance being more than 2% of absolute value, both laboratories will repeat the analysis, five times minimum until the variance is reduced to within 2%.
- Failure to achieve the above will be subject to arbitration after mutual discussions by both parties.
- In the event of a dispute on the analysis of any sample of grist, the Contractor will not send the grist for extraction.

- 4.4 The mode of communication of all the results of the analyses by both parties will be via electronic mail.

#### WARRANTY

- 4.5 The performance of the Processor under this contract will be calculated from the agreed and documented pyrethrin content of input grist output crude extract and pyrethrum marc as well as the BHT content of output crude extract and other parameters specified under section 2.7 of this agreement.
- 4.6 The Processor will be required to reprocess any lots that do not conform to specifications to the satisfaction of contractor, failure of which the former will be liable to pay for any shortfall in pyrethrins recovered to make up the minimum pyrethrin quantity assuming a maximum content of 0.14% pyrethrins in marc and considering the content in the input grist as previously agreed.
- 4.7 The value of the pyrethrin shortfall alluded to in section 4.11 above that the processor might have to pay for to contractor will be US\$ fifty (US\$50=) only per kg 25% w/w.

5.

#### PROCESSING FEE:

- 5.1 The toll extraction charges will be US\$ twelve point five zero (12.50) per kg of Oleo-Resin 31% w/w pyrethrins produced. The fee will be adjusted accordingly on a pro rata basis if the pyrethrin content of the oleo Resin is below 31% w/w.
- 5.2 The Contractor will settle the toll extraction charges on a monthly basis based on the pyrethrins recovery and reconciliation statements as mutually agreed upon by the two parties.
- 5.3 All payments will be transacted through Telegraphic Transfers (TT) to an account held by Processor.
- 5.4 Final payment to be made at the end of the processing period

6.

#### TRANSPORTATION

- 6.1 Both parties hereby undertake to obtain from their respective customs and chamber of commerce departments the details of the reliable transporters between the two countries.
- 6.2 The two parties will thereafter mutually agree in writing on the most economical transport quotation from the details given after which the processor will contract that transporter for all or part of entire quantity of grist to be processed in Rwanda under this contract.



6.3 The Processor will be responsible for transportation of goods to and from Rwanda and will be refunded by the Contractor the invoice value of the transport charges on a monthly basis.

6.4 To provide insurance cover for pyrethrum flowers (grist) and Oleo-Resin (OR) while in transit to and from Rwanda.

## 7. DURATION OF THE CONTRACT

Commencing 1<sup>st</sup> July, 2003 and ending 30<sup>th</sup> June, 2004. The contract may be renewed for a further term on terms to be mutually agreed by both parties.

## 8. TERMINATION

8.1 This agreement can be terminated by mutual agreement or by either party giving 30 days notice of termination of the contract and such notice and any other notice must be delivered personally or by registered mail.

8.2 Termination will be declared and effected if in the opinion of either party;

8.2.1 The other party has failed to fulfil its contractual obligation

OR

8.2.2 There are no fruitful results in sight

OR

8.2.3 If due to any other reasons beyond the control of either party the contract has become unviable; THEN the contract shall be declared as terminated.

9. ARBITRATION

9.1 Arbitration under this agreement will be governed by the laws of Kenya.

9.2 In the event of a dispute in the results of the analysis of any sample related to this agreement (Toll extraction of grist), a duplicate sample will be sent to a referee laboratory which shall be either Valent Biological Sciences Inc. (VBC) of USA or any other mutually agreed laboratory for re-analysis.

The analysis reported by the referee laboratory shall be final and binding to both parties and shall be used to calculate all values specified in this agreement and for monetary settlement.

9.3 Disputes on any other matter will be referred to an arbitrator appointed by both parties and whose Award will be final.

10. FORCE MAJEURE

Neither parties shall be liable for its failure to perform hereunder if such failure is caused by events beyond its reasonable control. The parties hereto agree that such events shall include, but shall not be limited to, fires or floods; wars; sabotage; accidents; labor disputes or shortages; governmental laws; lack of sufficient electric power; government imposed restrictions; ordinances, rules and regulations. In the event that a party's performance hereunder is delayed due to any event of "Force Majeure" such party shall have the right to omit that portion of its performance hereunder which it would otherwise have been obligated to perform during the continuance of such event. The party so affected must notify the other party in writing of the occurrence

of an event excusing performance within ten (10) days after the party first learns of the occurrence. Nothing in this section shall relieve both parties of their obligations under the Agreement.

In witness whereof the parties hereto have set their hands and seals the day and year herein before written.

SIGNED & SEALED BY:

PRESIDENT  
SOCIETE DU PYRETHRE AU RWANDA

DIRECTOR

SIGNED AND SEALED BY:

MANAGING DIRECTOR  
PYRETHRUM BOARD OF KENYA

CORPORATE SECRETARY/  
LEGAL OFFICER



*Handwritten signature*

*Handwritten signature*



**Annex X111 Violation of mode payment (1)**





ANNEX XIII VIOLATION OF MODE 0  
PAYMENT (U)  
**Pyrethrum Board of Kenya**

P.O. Box 420 Nakuru, Kenya. Tel: 211567/72 Telex: 33080 Fax: 052 - 51-45274/210466

313

FIN.03/943.E/00/hnm

22<sup>nd</sup> December, 2004

The Manager,  
Barclays Bank of Kenya Ltd,  
P.O. Box 66,  
NAKURU

**RE: ENCASHMENT OF CHEQUE NO.300056 - USD 2,000.00**

Kindly pay cash over your counter to Mr. Paul Muvunyi (Passport No.PC 13544) the amount of USD 2000.00 (say United States Dollars Two Thousand Only) against the above cheque issued in your favour.

We undertake to indemnify you from any liability resulting from the above transaction.

Thanking you for your assistance in this regard,

We remain,

Yours faithfully

*[Handwritten signature of O. Osinde]*

**O. OSINDE**  
**FINANCE MANAGER**

*P. Sego*  
**P.J. SEGO**  
**AG. MANAGING DIRECTOR**

**BARCLAYS**

INTERNATIONAL SERVICES NAIROBI



Date 22-12-2004  
03-022

Pay Barclays Bank of Kenya Ltd Only USD 2000.00  
U.S. Dollars Two thousand only  
NAKURU.

PYRETHRUM BOARD OF KENYA

*[Handwritten signature of O. Osinde]*  
21/08/03  
Account Number

⑈ 3000561:0302261:60⑈ 7500999⑈





VISION & MISSION STATEMENT  
**Pyrethrum Board of Kenya**

P.O. Box 420 Nakuru, Kenya. Tel: 211567172 Telex: 33080 Fax: 052 - 51-45274/210466

312

FIN.03/942.E/00/hnm

22<sup>nd</sup> December, 2004

The Manager,  
 Barclays Bank of Kenya Ltd,  
 P.O. Box 66,  
 NAKURU

**RE: ENCASHMENT OF CHEQUE NO.300055 - USD 11,972.00**

Kindly pay cash over your counter to Mr. Paul Muvunyi (Passport No.PC 15044) the amount of USD 11972.00 (say United States Dollars Eleven Thousand Nine Hundred Seventy Two Only) against the above cheque issued in your favour.

We undertake to indemnify you from any liability resulting from the above transaction.

Thanking you for your assistance in this regard,

We remain,

Yours faithfully

*[Signature]*

**O. OSINDE**  
**FINANCE MANAGER**

*[Signature]*

**P.J. SEGO**  
**AG. MANAGING DIRECTOR**

**BARCLAYS**

INTERNATIONAL SERVICES NAIROBI



Date 22-12-2004

03-022

Pay Barclays Bank of Kenya Ltd Only USD 11,972.00  
 U.S. Dollars Eleven thousand nine hundred seventy two only  
 NAKURU.  
 Cheque Number 300055 Bank Code 24103703 Account Number 7500999

PYRETHRUM BOARD OF KENYA

*[Signature]*

⑈ 300055⑈030226⑈60⑈ 7500999⑈



Annex

*XV*

*Impact Report*



ANNEX KV

THE MARKET  
IMPACT REPORT.

ANNEX

KV  
**PYRETHRUM BOARD OF KENYA**

CONFIDENTIAL  
SALES & MARKETING 2588

CONFIDENTIAL  
SALES & MARKETING 2588

IMPACT OF THE CURRENT SHORTAGE IN THE MARKET

Purpose:

The purpose of this paper is to report to the Board on the effect of the current shortage on the market of pyrethrum products.

1. **PREAMBLE**

The Pyrethrum Board of Kenya has been an acknowledged market leader and a respected authority in the global pyrethrum industry with the largest market share and market coverage compared to all other pyrethrum producers. As pioneers in the market with more than 70 years trading experience, PBK is therefore privileged to be the first in the customer's mind which is also supported by a strong perception advantage of pyrethrum as a natural and safe product for use by the consumers.

The American market is the core market for Kenyan pyrethrum accounting for 55% of the worldwide sales followed by European sales of about 25-30%. The rest of the sales are generated from Asia and Africa. More than 90% of pyrethrum sales is in the form Refined Pyrethrum Pale Extract thus making this grade of product the main cash-cow of PBK. Other product grades include Crude Oleo Resin Extract (OR), Pyrethrum Powder, Pyrethrum Marc as well as the new formulated products for crop protection, animal and public health.

Table I. **SALES BY PRODUCTS (VALUE KSHS.'M)**

YEAR	EXTRACTS	OTHER PRODUCTS	TOTAL SALES
2001/02	826.52	86.22	912.74
2002/03	757.17	77.94	835.11
2003/04	1,104.90	74.34	1,179.24
2004/05	1,093.01	85.90	1,178.91
2005/06	1,063.30	88.40	1,151.70
2006/07	522.711	59.351	582.062
	<b>5,367.611</b>	<b>472.151</b>	<b>5,839.762</b>
% Sales	<b>91.91%</b>	<b>8.08</b>	



As can be illustrated by the above statistics, the Board has had occasional periods of products shortage after almost every 10 years. The inability to adequately meet customers requirement often results in customer dissatisfaction and loss of the market. The supply difficulties also severely constrains marketing efforts aimed at expanding the usage of pyrethrum and generally impacts negatively in the market as follows:

- 2.1 Leads to substitution of pyrethrum by synthetics in the major product brands. This causes significant loss of our market share.
- 2.2 The lack of pyrethrum products from Kenya has recently motivated other pyrethrum producers especially Australia, Rwanda and China to step-up their production capacity in order to make up for the shortfall.
- 2.3 The alternative synthetic pyrethroids used in place of pyrethrum are also offered at relatively more competitive prices compared to pyrethrum. This intensifies the pricing pressure for pyrethrum products.

### 3. CURRENT SITUATION

For the last 4 years, the Board's flower deliveries has declined drastically against increasing sales as shown here below:

Year	Sales (MT)	Production (MT)
2003/04	4,838	5,796
2004/05	4,726	2,205
2005/06	5,174	1,003
2006/07	2,390	826*

Due to the current low deliveries of flowers to PBK, the Board is unable to meet its obligations to the market. Moreover the current shortage has just set-in when PBK was beginning to recover from the effects of the previous shortage for the period 1997 – 2001. During the previous shortage, many insecticide formulators were forced to reduce the amount of pyrethrum incorporated in their products when PBK failed to adequately supply them as per market demand. Pyrethrum was therefore completely withdrawn from certain products in order to support only those uses which were absolutely critical. The overall result was reduction in the market for the pyrethrum



Annex

*XVI Purchase of OR agreement*



CRUDE OLEO RESIN  
**ANNEX XVIII: PURCHASE OF DR AGREEMENT**

**ANNEX XVI**  
**AGREEMENT FOR THE PURCHASE OF**  
**CRUDE OLEO RESIN PYRETHRUM EXTRACT**

THIS AGREEMENT is made this 3<sup>rd</sup> day of March, 2006

**BETWEEN**

The **PYRETHRUM BOARD OF KENYA**, a State Corporation existing by virtue of the provisions of an Act of Parliament, namely the Pyrethrum Act (Cap 340 of Laws of Kenya) and having its principal address as P. O. Box 420, NAKURU, Kenya.

(Hereinafter referred to as "PBK")

**AND**

**SOCIETE DE PYRETHRE AU RWANDA**, a corporation existing under the Laws of the Republic of Rwanda, and having its principal address as B.P 79 RUHENGARI, Rwanda;

(Hereinafter referred to as "SOPYRWA")

**WITNESSETH:**

**WHEREAS** it is, the function of the PBK to act in such manner as appears best calculated to promote the pyrethrum industry, and

**WHEREAS**, PBK is desirous of **PURCHASING** from SOPYRWA 100MT of Crude Pyrethrum Oleo Resin Extract hereafter referred to as "**CRUDE**" for its use, and

**AND**

**WHEREAS**, SOPYRWA has capability to make available the 100 MT of **CRUDE EXTRACT** that it is desirous of **SELLING** to PBK.

**NOW THEREFORE**, in consideration of mutual promises, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed to, the parties hereby concur to the following

**TERMS OF SALE:**

1. **GOODS:**

Type: Crude, Oleo Resin Pyrethrum Extract 25% w/w A.O.A.C 9<sup>th</sup> edition.

2. **QUANTITY:**

Packing: In 120 Kg or 200 kg drums lacquered internally with an epoxy paint.

*[Handwritten signature]*

3. PRICE:

USD 60 (Say USD Sixty only) per Kg CIF, Nakuru. The actual value to be adjusted to true analyses as defined in item 11. of this Agreement. The differential payment based on true analysis be undertaken one month after analysis have been compared between the parties.

4. SHIPMENT:

IN FOUR LOTS of 25 MT each

- 4.1 March, 2006 - 25 MT
- 4.2 August, 2006 - 25 MT
- 4.3 January, 2007 - 25 MT
- 4.4 June, 2007 - 25 MT

The schedule is however subject to changes as may be mutually agreed by the parties.

5. MODE OF SHIPMENT:

By air and/or Road on a nominated carrier from KIGALI to NAKURU.

6. FREIGHT: SOPYRWA to organize delivery to PBK factory, Nakuru

7. INSURANCE: SOPYRWA to insure the material

8. DOCUMENTS:

To accompany Cargo:  
Copy Invoice  
Original AWB/Road Waybill  
Original Certificate of Origin  
Weight and Packing List

9. PRE-SHIPMENT INSPECTION

The material is subject to pre-shipment inspection by PBK and/or its agents.

10. DETERMINATION OF VALUE OF GOODS

The value of the Crude will be calculated on the basis of the average Pyrethrins content as analysed at the Laboratories of SOPYRWA and PBK. The following procedure will apply.

**a. Pre-shipment Determination:**

SOPYRWA will sent 50g of a flow sample representing each batch in a shipment together with a certificate of analysis from each batch as analysed by the AOAC 9<sup>th</sup> Edition mercury reduction method.

PBK will analyze the flow samples by the same method and accordingly advise SOPYRWA within 7 days. An average of the results for each flow sample will be calculated and the value of the Crude determined.

**b. Shipment:**

The crude will be shipped in sealed steel drums and a weight and packing certificate and other shipment document supplied to PBK.

**c. Post-shipment determination:**

On receipt at PBK the Crude will be offloaded and transferred to safe custody under advice to SOPYRWA. The material will not be processed until data on analysis have been determined and shared.

At PBK's factory Nakuru all the drums will be weighed, the seals broken and the contents emptied into a holding tank. The gross and net weights will be determined and compared with the weights recorded in the *Weight and Packing List* previously supplied.

The Crude in the holding tank will be stirred and circulated for 2 to 4 hours and a flow sample drawn whose *pyrethrin* content will be determined at PBK laboratories in parallel by analysts from SOPYRWA and PBK. Each party will undertake three duplicate analyses and report the *pyrethrins* content as the average for six determinations. Each result will be subjected to standard statistical scrutiny, the details of which are detailed in 12. Herebelow.

The average of the SOPYRWA and PBK determinations will be adopted in the calculation of value of the Crude.

**11. PAYMENT TERMS:**

Payment will be in US\$ by a Letter of Credit (LC), subject to the following terms.

11.1 1<sup>st</sup> Shipment lot:

PBK to open an LC for 60 days from date of receipt of the shipment to cover the first 25MT.

11.2 Subsequent shipments:

PBK to open LC's for 90 days covering each of the subsequent consignments of 25MT.

12. ANALYSIS:

The AOAC (9<sup>th</sup> Edition) mercury reduction method will be used in all analyses. It is expected that the value obtained by SOPYRWA and PBK for each flow sample will not differ by more than two percentage points as shown in the range herebelow:

Results of initial determination  
either at SOPYRWA or at PBK

Acceptable range within which  
any other determination may fall

25%	24.51% to 25.50%
26%	25.51% to 26.50%
27%	26.51% to 27.50%
28%	27.51% to 28.50%
29%	28.51% to 29.50%
30%	29.51% to 30.50%
31%	30.51% to 31.50%
32%	31.51% to 32.50%

13. ARBITRATION:

Disputes arising during the validity of and/or performance of the Agreement shall be arbitrated by a party mutually agreed upon by both PBK and SOPYRWA and shall be chosen from either Valent Bioscience Corporation (VBC), USA or S C Johnson. The verdict of the arbitrator shall be final and binding on the parties. The cost of reference to arbitration will be shared out equally between PBK and SOPYRWA.

In case analysis results do not fall within the range defined in 12 above, a sample of the material in question will be submitted to VBC, U.S.A. or SCJ for referee analysis. The results of the referee analysis will be accepted by both parties as a measure of the true content of *pyrethrins*. In case a sample is analysed at both VBC and SCJ a simple average of the two results will be adopted as the true analysis for the sample.

The term of this Contract shall be limited to the performance period as defined in section 4 above. In the event of material breach of any of the terms of this Agreement by a party to the contract, the other party shall have the right to terminate the Agreement, provided a written notice of the breach is given within 10 days of its occurrence to the breaching party and if the breaching party shall not have remedied the breach within 30 days from the date of such notice.

15. FORCE MAJEURE:

This contract shall be deemed FRUSTRATED and therefore discharged if its performance is hindered, and/or delayed by damage and/or breakdown to Plant and/or Machinery, crop failure, earthquakes, drought, riots, strikes, lookouts, civil, commotion, war, and/or other caused beyond the control of either PBK or SOPYRWA. The parties to the contract remain free to reinstate the contract if the foregoing conditions, cease to exist otherwise the party claiming occurrence of force majeure shall as soon as possible communicate to the other party on the circumstances constituting the said incident and of its intention to terminate the agreement.

Signed: P. Sego  
POLYNE SEGO (MRS.)  
Managing Director  
The Pyrethrum Board of Kenya

Signed: Paul Muvunyi  
PAUL MUVUNYI  
Chief Executive/Chairman  
Societe de Pyrethre au Rwanda

PYRETHRUM BOARD OF KENYA

Signed: K. Mpaaka  
KEVIN I MPAKA (MS.)  
Corporate Secretary/Legal Officer  
The Pyrethrum Board of Kenya

Signed: Faustin Kinuma  
FAUSTIN KINUMA  
Managing Director  
Societe de Pyrethre au Rwanda

Date: 3/3/06

Date: 17/03/2006



Annex *XVII Violation of the contract*



ANNEX XVIII  
ANNEX XVII XX

VIOLATION OF  
THE CONTRACT

PYRETHRUM BOARD OF KENYA

INTER OFFICE MEMO

FROM: Finance Manager

TO: Managing Director

REF: FIN.133/256.E/00/hnm

DATE: 25<sup>th</sup> April, 2006

RE: DOWN PAYMENT TO SOPYRWA FOR PURCHASE OF SEMI-PROCESSED  
PYRETHRUM PRODUCT

This refers to your memo MD:8183/B.16/PJS/swk dated 19<sup>th</sup> April 2006 on the above subject.

In the said memo, you instructed that a down payment of US\$500,000.00 be remitted to Sopyrwa. You will recall that during our previous discussions on the subject, I pointed out that the down payment is not provided for in the contractual agreement entered into with Sopyrwa. There is therefore a need for a **supplemental agreement to be executed for the down payment**. The **Board's ratification** of the same should be sought. Further, you stated that you have, through telephone conversations and meetings with the Ministry of Agriculture officials, positive indications of the Ministry granting approval for PBK to purchase the products. The approval **should be expedited** so that the process of obtaining approval, if applicable, for PBK's use of direct procurement method is instituted. The waiver of duties and taxes should be secured from Customs Department **before** Sopyrwa dispatches the pyrethrum crude extract to Nakuru.

Regards

O. OSINDE

c.c: Marketing & Product Dev. Manager



Annex XVIII *Contravention of contract payment*





# Pyrethrum of Kenya

General Mathenge Road, Nakuru Industrial Area

P. O. Box 420,  
NAKURU 20100  
Kenya.

AMUED XVIII

Tel: + 254 51 2211567/70/72  
Fax: + 254 51 2210466 / 2214201  
E-mail: [pbk@pyrethrum.co.ke](mailto:pbk@pyrethrum.co.ke)  
<http://www.kenya-pyrethrum.com>

MD.8184/C/00/swk

24<sup>th</sup> April 2006

The Manager  
Barclays Bank of Kenya Limited  
Nakuru Branch  
P.O. Box 66  
**NAKURU**

Dear Sir

## REMITTANCE OF USD 500,000.00 TO SOPYRWA

The recent severe drought which was experienced throughout our country caused drastic reduction to the dry pyrethrum flower deliveries to PBK. This has in turn impacted negatively on the Board's capacity to meet the requirements of its customers. PBK has therefore to import semi-processed pyrethrum products so as to fulfill its commitments to the customers.

Under the circumstances, the Board has contracted to import 25MT of Crude Pyrethrum Extract from Societe de Pyrethre au Rwanda, (SOPYRWA). Sopyrwa have issued Invoice No. 01/06, dated April 12, 2006 and they require a downpayment of US\$ 500,000.00 (say five hundred thousand only). Kindly transfer the amount by wire to them via BANCOR, B.P. 2059 Kigali, account number 106 08811011 - 95 USD.

Debit the costs thereof to our CFC account No. 7500999.

Yours faithfully

P. J. SEGO (MRS)  
MANAGING DIRECTOR

*Murish*  
J. N. KURIA  
MARKETING & PRODUCT  
DEVELOPMENT MANAGER

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**Annex XIX**

*OR goods received (GRN) note*



ANNEX

XXXX

AUGUST

XIX

OR GOODS RECEIVED ~~OR~~ (GR) NOTE  
OR bought from  
Rwanda.



**Pyrethrum Board of Kenya**

Box 420 Nakuru Kenya. Tel: 254-37-211567/72. Telex: 33080. Fax: 254-37-45274/210466

**GOODS RECEIVED NOTE**

G. R. Number	No. 00452
Date Received	23/24/82
Suppliers Advice	
Suppliers Invoice	
Our Order No.	DA/2005/4/01
Costing Allocation	6525

From **SOPYRWA**  
**SOCIETE DE PYRETHRE AU RWANDA**  
**P O BOX 79, RUHENGERI**  
**RWANDA**

Bin No.	Description	Quantity	Unit	Unit Price	Value
	Pyrethrum crude Extract 25%	25040	kg		

REMARKS

*Mwina*

Quantity	25040 kg	Condition		Quality		Received by :-	<i>[Signature]</i>
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Annex

XX

*1<sup>st</sup> Invoice for goods from Rwanda*

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# SOPYRWA

Société de Pyréthre au Rwanda  
 Tél : ( 250 ) 546 364  
 Fax : ( 250 ) 546 364  
 E-mail : [sopyrwa@rwanda1.com](mailto:sopyrwa@rwanda1.com)  
 R.C N° 38/RUH  
 RUTENGERI - RWANDA.

1001 RWANDA.

AHNG KX

## INVOICE N° 01/06.

Pyrethrum Board of Kenya P.O. Box 420 NAKURU - KENYA	Date : April 12 <sup>th</sup> , 2006
--	--------------------------------------

Goods	Price	
25 Tons of Crude Pyrethrum Extract	US \$ 60.00/ Kg FOB Kigali on basis of 25 % py content Total Amount : One Million Five Hundred Thousands point Zéro US Dollars ( US \$ 1.500.000 )	
Payment	2) On receipt of this invoice, By Wire Transfert via BANCOR B.P. 2059 Kigali Account Number : 106 08811031- 95 USD  Amount : Five Hundred Thousands point Zero US Dollars ( US \$ 500,000.00)	Down Payment 25 Tons of Crude Pyrethrum Extract
	1) By Irrevocable and Confirmed L/C payable after 60 days through : Banque de Kigali B.P. 175 Kigali Account Number : 040 - 6025636-29/USD  Amount : One Million point Zero US Dollars ( US \$ 1.000,000.00)	Balance Payment on 25 Tons of Crude Pyrethrum Extract

N.B.: This invoice is subject to adjustment after client's analysis. The total amount of the adjustment will be paid immediately after the analysis.



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**Annex** *XXI Letter authorizing the payment for VAT*



ANNEX

ANNEX XV

XXIV

LETTER AUTHORIZING THE PAYMENT FOR VAT.

ANNEX XXI

3<sup>rd</sup> July, 2006

FIN.01/413.F/00/jm

Barclays Bank of Kenya Ltd,  
Nakuru Branch,  
P.O. Box 66,  
Nakuru

Dear Sir,

**BANKERS CHEQUE**

Kindly issue a bankers cheque in favour of Customs & Excise Department A/c Pyrethrum Board of Kenya for Kshs. 21,260,471 (Say Kshs. Twenty One Million Two Hundred and Sixty Four Hundred and Sixty One Only) in respect of VAT payable on import of 25 MT Crude Pyrethrum Extract from Sopyrwa.

Debit our Account No. 2024472 with the cost thereof.

Yours faithfully,

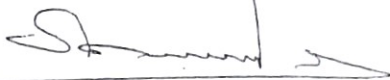


**O. OSINDE**  
**FINANCE MANAGER**



**R. M. TIAMPATI**  
**CROP & RESEARCH MANAGER**

(Kshs. Twenty one million two hundred and sixty thousand, four hundred and seventy one only)



July 3, 2006.

*Plt 3<sup>rd</sup> July*

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Annex *XX11*

*Letter advising the bank to pay  
SOPYRWA despite the huge arrears  
Due to farmers*

ANNEX XXIII

LETTER ADVISING THE BANK  
TO PAY SOPYRWA DESPITE  
THE HUGE ARREARS DUE TO  
FARMERS.

3<sup>rd</sup> August, 2006

FIN.03/497.F/00/jm

ANNEX XXII

Manager,  
Barclays Bank o Kenya Ltd,  
P.O. Box 66,  
Nakuru

Dear Sir,


REMITTANCE FOR PURCHASE OF CRUDE PYRETHRUM EXTRACT FROM  
SOCIETE DE PYRETHRE AU RWANDA (SOPYRWA) – US\$ 62,496.00 ONLY


Pursuant to an agreement on the purchase of crude oleo resin pyrethrum extract entered into with SOPYRWA on 3<sup>rd</sup> March 2006, PBK received the first consignment of 25 tons on July 7, 2006 as per invoice No. 01/06. In terms of the agreement, Sopyrwa have issued a Debit Note No. 001/06 based on the final analysis for an amount of 62,496.00 US Dollars.

Kindly transfer the amount of US\$ 62,496.00 (say Sixty Two Thousand Four Hundred and Ninety Six only) by wire to them via BANCOR, B.P. 2059 Kigali, account Number 106 08811011 – 95 USD.

Debit the costs thereof to our CFC account No. 7500999.

Yours faithfully,

  
**O. OSINDE**  
**FINANCE MANAGER**

  
**P. J. SEGO**  
**MANAGING DIRECTOR**

cc: *Societe de Pyrethre au Rwanda*  
*B.P. 79,*  
*Ruhengeri*

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Annex

*XXIII*

*Payment CEO instead of  
supplier*

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# Pyrethrum Board of Kenya

P.O. Box 420, Nakuru, Kenya. Tel: 254-37-211567/72 Telex: 33080 Fax: 254-37-45274/210466

MD.8409/D.17/PJS/swk

8<sup>th</sup> December 2006

Senior Manager,  
Barclays Business Support,  
Barclays Bank of Kenya Ltd,  
Barclays Plaza Bldg, Loita Street,  
Mezzanine 2,  
P.O. Box 30120,  
Nairobi,

Dear Sir,


**FINAL AND FULL SETTLEMENT OF SOPYRWA INVOICE No. 02/06 FOR US\$ 49,400/= (Additional 3% pys differential analysis)**

Pursuant to Pyrethrum Board of Kenya's overseas Purchase Order No. 1396 of 01.11.96 for purchase of 7 tonnes of Crude Oleo Resin Pyrethrum Extract, PBK has received and receipted 700 kgs of the extract via GRN No. 100454 dated 16.11.2006 from SOPYRWA and a packing list for batch No. 02/2006 and invoice No. 02/06 dated 27.10.2006 for US\$420,000.00.

In this regard kindly **pay cash US\$ 10,000 (say United States Dollar Ten Thousand Only)** to Jepkorir Sego our Managing Director on behalf of Mr. Paul Muvunyi of SOPYRWA (passport No. PC 13544) being **part payment** for the additional 3% pys differential analysis.

Debit the costs thereof to our CFC account No. 7500999.

Yours faithfully,

  
**POLYNE SEGO (MRS)**  
**MANAGING DIRECTOR**

  
**R. M. TIAMPATI**  
**CROP PRODUCTION &**  
**RESEARCH MANAGER**

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Annex

XXIV

*2<sup>nd</sup> encashment by the CEO  
Instead of supplier*

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AMHET XXIV

BARCLAYS

KENYA

Date 7-12-2006

INTERNATIONAL SERVICES NAIROBI



Pay Jepkorik Sego only USD 49400/2

U.S. Dollars forty nine thousand four

hundred only

Account Payee

20/01/05

Account Number Bejo

Signature [Signature]

Pyrethrum Board of Kenya

NAKURU

Cheque Number

Bank Code

300 1 201:030 226:60

7500999



Annex XXV

*Appointment of Kingsland Court as  
interim administrator*

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ANNEA

AAVI

KINGSLAND COURT TRUSTS  
AS INTERIM ADMINISTRATOR  
XXV



Retirement Benefits Authority

ANNEA AAVI

Our Ref: RBA/SC/530

August 2, 2005

1. Henry N. M'Narobi HSC
2. Martin O. Owiti
3. Polyne J. Sego
4. Ongiri Osinde
5. Haron O. Tinga
6. Sammy K. Thuo

All Trustees

Pyrethrum Board of Kenya  
Staff Superannuation Scheme  
P. O. Box 420  
NAKURU

FAX: 051 - 45274/210466

Dear Sirs,

RE: NOTICE OF APPOINTMENT OF AN INTERIM  
ADMINISTRATOR OF PYRETHRUM BOARD OF KENYA  
STAFF SUPERANNUATION SCHEME AND  
DISQUALIFICATION OF SCHEME TRUSTEES

Notice is hereby given to the trustees that the Chief Executive Officer of the Retirement Benefits Authority pursuant to Section 45 (2) of the Retirement Benefits Act, 1997 has on the 2<sup>nd</sup> August, 2005, appointed M/s Kingsland Court Trusts and Benefits Services Limited to be the Interim Administrator of the Pyrethrum Board of Kenya Staff Superannuation Scheme.

~~The Scheme has been put under the statutory Interim Administration because the scheme has failed to comply with the provisions of the Retirement Benefits Act in spite of Authority's requirement that the scheme complies with provisions of the relevant Act.~~

~~Following the appointment of the Interim Administrator and the reasons that the scheme has not been managed and administered prudently in the past, the Authority pursuant to Section 26 (1)-(d) of~~

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Annex XXVI

*Request to the bank to regularize the  
payment*



ANNEX <sup>✓</sup> " XXVI : REQUEST TO THE BANK  
TO REGULARISE THE PAYMENT

XXVI

ANNEX XXVIII



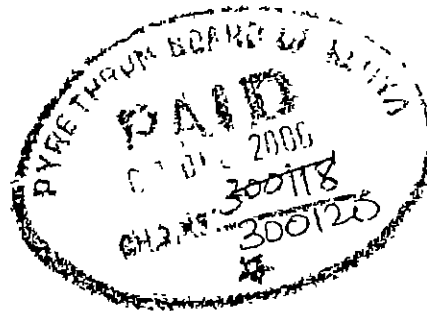
**THE PYRETHRUM BOARD OF KENYA**

P O Box 420, Nakuru, Kenya Tel 051-2211567/72, Fax: 051-2210466/2214201

IM.1369/00198/and

4<sup>th</sup> December, 2006

The Manager,  
Barclays Bank of Kenya Ltd.,  
Nakuru East Branch,  
P O Box 66,  
NAKURU



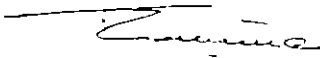
Dear Sir,


**RE: 740LC012063 – DISCREPANCY DOCUMENTS**

We refer to the above irrevocable letter of credit and your letter dated 29<sup>th</sup> November, 2006 regarding documents relating to the above L/C which have been received with discrepancies.

Kindly accept documents despite the discrepancies and arrange to remit US\$420,000/- (say United States Dollars Four Hundred Twenty Thousand Only) to M/s SOPYRWA, Rwanda, debiting our US Dollar Account No.7500999 and the charges to our A/C No.2024472.

Yours faithfully,

  
**JOHN M. FRANCIS**  
**FINANCE MANAGER**

  
**POLYNE J. SEGO (MRS)**  
**MANAGING DIRECTOR**

**Annex XXVII**

*Copy of the unsigned minutes of trustees  
meeting*

ANNEX XXVII COPY OF THE  
ANNEX XXVII UNSIGNED MINUTES  
OF STAFF TRUSTEES  
MEETING.

PYRETHRUM BOARD OF KENYA STAFF SUPERANNUATION SCHEME

MEETING OF THE TRUSTEES HELD IN THE BOARDROOM OF THE FOUNDER ON 9  
FEBRUARY 2007

Present: Samuel Kihiu Trustee  
Polyne J Sego Trustee  
Kingsland Court Trusts and  
Benefits Services Limited (Kingsland Court)  
represented by Roger Urion Trustee  
Daniel Mwangi Trustee  
Peter Ohany Trustee  
Charles Odongo

In Attendance: Peter Waweru Internal Audit Manager  
Donald Okoyo Human Resources Manager  
Francis Maina

Apologies: Isaac K Mwangi

In the absence of the Chairman of the Board of Trustees the Trustees present appointed Mr Samuel Kihiu as Acting Chairman for this Meeting. Mr Kihiu took the chair

The Chairman asked the Trustees if the Agenda was should be approved and adopted. The Chairman asked that an item Member Handbook be added as item 5.4. With this amendment Mr Daniel Mwangi proposed and Mr Peter Ohany seconded that the Agenda was approved and it was so approved.

Minute 2007/001 – Minutes of the Meeting held on 25 August 2006

The Minutes of the Meeting held on 25 August 2006 having been prepared and signed as a true record at that Meeting, they were tabled and entered into record by the Trustees.

Minute 2007/02 – Matter Arising from the Minutes of the Meeting held on 25 August 2006

• 2007/002/01 - Administrator's Mandate

Roger Urion pointed out that the mandate given to Kingsland Court was for an initial period of 3 months which expired on 24 November 2006. While Kingsland Court had continued to perform these duties it was necessary to extend the mandate from the Trustees until a permanent arrangement is established for the provision of these services.

Peter Waweru pointed out that the question of compliance with government procurement regulations must be examined.

In these circumstances the Trustees extended the appointment of Kingsland Court as Scheme Administrator/Accountant to 30 June 2007, with retroactive effect from 25 December 2006.

The Trustees requested Peter Waweru to investigate the application of government procurement rules and advise the Trustees accordingly.

#### 2007/002/02 – Mandate of Member-nominated Trustees

The Member-nominated Trustees drew the Board's attention to the fact that the mandate given to Member-nominated Trustees at the Trustee elections held on 25 August 2006 were for an initial period of 3 months which expired on 24 November 2006. They also conveyed the Members' concern at the apparent inadequate progress towards resolution of the Scheme's problems.

On the subject of these Trustees' mandate from the Members, it was agreed that fresh elections should be arranged to take place before 1 April 2007. The Board decided that the conduct of the elections, which will be managed by the Trust Secretariat, will be as follows:

- o Communication to Members advising that the elections are to be held and explaining how and when. This initial communication will give profiles of the current Member-nominated Trustees who offer themselves for re-election and invite any other nominations of candidates
- o The Secretariat will prepare ballot papers which will contain the names and profiles of all nominees. The ballot papers will have a security code and they will be issued to all Members
- o The voting will take place at the Annual General Meeting by Members handing in their completed ballot papers. Members who do not attend the AGM may complete and submit their ballot papers by mail direct to the Secretariat provided they make appropriate arrangements in advance of the AGM

The Board also discussed the need to inform the Members of the steps taken towards restoring the Scheme to a sound and viable basis before the Trustee elections are held.

Mrs Segó pointed out that reasonable progress was being made, and that the fault lay rather in the lack of communication of that. She informed the Meeting that the Founder had held an "away day" meeting on 30 November at which it had been decided that the best course of action for the future is to convert from the present Defined Benefit (DB) Scheme to a Defined Contribution (DC) Scheme.

Mrs Segó asked Roger Urion to make a presentation to the Member-nominated Trustees later in the Meeting along the lines of the presentation he made to the "away day" on 30 November.

The timing of the AGM and the Trustee Elections will be fixed after this Meeting.

#### Minute 2007/003 – Scheme Administration and Accounting Report

Roger Urion took the Trustees through the Administration Report and the Financial Statements, both as at 31 December 2006 and prepared by Kingsland Court. These were noted and adopted by the Trustees.

#### Minute 2007/004 – Investment Management Report

Roger Urion tabled the Investment Management Report as prepared by Old mutual Asset Managers (Kenya) Limited (OMAM). He told the Meeting that OMAM will attend future Meetings to present their reports. The Trustees noted and adopted the report.

#### Minute 2007/005 – Scheme Restructuring

Roger Urion presented to the Trustees the presentation which he had made to the Board of Directors and senior managers of the Founder on 30 November 2006. The salient points made were:

- The funding deficit as at 31 December 2004 had increased to Kshs388 millions and it was increasing with every month. The estimated level of the deficit as at 31 December 2006 was Kshs473 millions.

- The essential reason for the funding deficit is a mismatch between the cost of providing the benefits which accrue to Members under the terms of the Trust Deed and the funding provided from contributions from the employer and the Members. In its valuation reports for 2002 and 2004 the actuary estimated the rate of contributions required to meet the cost of benefits accruing to Members at approximately 29% of salaries while the actual rate of contributions which have been made since inception is 20% (15% by the Founder and 5% by the Members).

If proper financial and accounting records for the Scheme had been maintained and subjected to annual audits and triennial actuarial valuations had been carried out, all of which is specifically required in the Trust Deed, the mismatch could have been identified much sooner and remedial action could have been taken. Unfortunately these prudent requirements were neglected.

- The actuaries also stated in their reports that the benefits provided under the terms of the Trust Deed are very generous. The Founder has stated that it is unable to continue to bear the cost of these generous benefits. Therefore an alternative must be found which will guarantee as far as possible the future viability of the Scheme by eliminating the mismatch between funds inflows and outflows.

- There are two options for assuring future viability within a cost which can be accommodated by the Founder, viz:

- Restructure as a DB by reducing the value of future benefits, or
- Convert to a DC and transfer the values of past service accrued benefits to the individual Members' accounts in the DC.

The Founder has decided on the second option of converting to DC subject to the approval of the Trustees and the regulators. The favoured design is a DC Pension Fund where on retirement Members will be permitted to withdraw their own contributions plus interest and the employer contributions will be used to purchase an annuity.

The main reasons for this decision are:

- o In a DC, the matched relationship between funding and benefits accruals is fixed
- o DCs are generally favoured by members because they are more transparent and easy to understand than DBs

#### Minute 2007/006 – Any Other Business

- 2007/006/01 - Administration Bank Account

Roger Urion informed the Trustees that during the Interim Administration Kingsland Court had opened and operated a bank account in the name of the Scheme at Barclays Bank for receipt of contributions and disbursement of benefits. He said Kingsland Court continues to operate this account as Administrator appointed by the Trustees and this requires the mandate of the Trustees.

The Trustees authorised the continuation of this bank account for these purposes and its operation by Kingsland Court.

- 2007/006/02 - Preservation of Benefits

Roger Urion explained to the Trustees the directive of the Retirement Benefits Authority relating to disposal of benefits on early leaving. This is contained in the RBA's letter dated 6 December 2006 which reads:

"In view of the current statutory provision, we hereby advise you to refund member contributions with interest and preserve the rest of the accumulated benefits until retirement age when the same shall be paid less the paid member contribution. The payment at retirement shall comply with the law applicable then."

The Trustees noted that this directive overrides the provisions of the Trust Deed relating to access to benefits on early leaving.

- 2007/006/03 - Calendar of Meetings 2007

The Trustees decided that their quarterly meetings should be held during the last week of February, May, August and November 2007.

The Trustees also decided that the quarterly meetings should not be postponed because of the absence of any Trustee, provided that a quorum exists. However, if specific matters for discussion are of a nature where it is felt that the input of the absent Trustee is required, discussion and decision may be deferred until that Trustee is present.

- 2007/006/04 - Member Handbook

The Chairman highlighted the need for the Members to have access to a Member Handbook explaining in clear terms the nature of the Scheme, its funding, its management and administration, and the rights and benefits attaching to membership.

The Trustee fully agreed with this and decided that a Member Handbook should be developed and issued to the Members as soon as the restructuring was completed.

The Trustees noted that, as part of the communications to Members during the restructuring process, it would be necessary to produce a manual which should describe the current retirement benefits provisions and those proposed, again in clear language.

Approved this .....day of ..... 2007



Signed.....  
CHAIRMAN









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**Annex XXVIII**

***Erroneous payment of allowances***

ANNEX XXVIII - KRRUYOJUS ...  
OF ALLOWANCES

ANNEX XXIX

REPUBLIC OF KENYA



HR  
AUDIT

For action  
Prego  
23/08

MINISTRY OF AGRICULTURE  
OFFICE OF THE PERMANENT SECRETARY

Telegraphic Address: MINAG NAIROBI  
Telephone: 2718970/9  
Fax: 2741149  
When replying please quote

CONFIDENTIAL

KILIMO HOUSE  
CATHEDRAL ROAD  
P.O. BOX 30028  
NAIROBI

Ref. No: MOA/B.1/11A/4 VOL 1(41)

Date: 2<sup>nd</sup> August 2005

Mr. Henry M Nairobi HSC  
Chairman  
Federation Board of Kenya  
P.O. Box 420  
NAKURU

Dear Sir,

TERMS AND CONDITIONS OF SERVICE FOR THE CHAIRMAN  
BOARD MEMBERS AND MANAGEMENT STAFF OF KENYA  
BOARD OF KENYA

Reference is made to your letter Ref. No. CH/502/B.16/HNM/swk dated 15<sup>th</sup> July 2005 concerning the terms and conditions of service for the Chairman, Board Members and Management Staff.

I have noted that the request was approved by your Board at its special full Board meeting held on 14<sup>th</sup> July 2005.

After analysis of the review based on the Guidelines on terms and conditions of service for State Corporations, I would like to concur with the board's proposal and approval is hereby given as follows:

- Monthly taxable honorarium for Board Chairman Kshs. 40,000 00
- A taxable sitting Allowance Kshs. 10,000.00

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Accommodation Allowance  
(While on Corporation business  
and far from place  
of Residence)

Kshs. 5,000.00

Lunch Allowance (when lunch is not  
Provided)

Kshs. 1,000.00

❖ The increase of 10% on the Management staff salaries.

The effective date of implementation is 1<sup>st</sup> July 2005.

Please make sure that other benefits are in line with the recommendations  
of the guidelines, government circulars issued from time to time and that  
any future review should also cover other areas such as section on job evaluation,  
and performance contracts.

Please take action accordingly.

Yours

**JAMES G. OGWIE, CBS**  
**PERMANENT SECRETARY**

c.c. **Amb. Francis K. Muthaura, EGP**  
Permanent Secretary, Secretary to the  
Cabinet and Head of the Public Service  
Office of the President  
**NAIROBI.**

**Mr. Joseph K. Kinyua, CBS**  
Permanent Secretary,  
Ministry of Finance,  
P.O. Box 30007,  
**NAIROBI.**

**CONFIDENTIAL**

b) Management's basic salary scales and progression.

F: Proposed: KShs. 183,810x5,676-189,486x6,798- 223,476x9,372-  
251,592x10,164 - 271,920x12,078-296,076  
Current: KShs. 167,100x5,160-172,260x6,180-203,160x8,520-  
228,720x9,240- 247,200x10,980-269,160

G: Proposed: KShs. 232,848x9,372-251,592x10,164-261,756x12,078-392,700x  
13,200 - 419,100  
Current: KShs. 211,680x8,520 - 228,720x9,240 - 237,960x10,980 -  
357,000x12,000 - 381,000

H: Proposed: KShs. 308,154x12,078-392,700x13,200-432,300x14,586-461,472  
Current: KShs. 280,140x10,980 - 357,000x12,000 - 393,000x13,260 -  
419,520

J: Proposed: KShs. 368,544x12,078-392,700x13,200-432,300x14,586-  
476,058x16,500-542,058  
Current: KShs. 335,040x10,980-357,000x12,000-393,000x13,260-  
432,780x15,000- 492,780

K: Proposed: KShs. 432,300x14,586-476,058x16,500-542,058x17,490-  
559,548x19,404-637,164  
Current: KShs. 393,000x13,260-432,780x15,000-492,780x15,900-  
508,680x17,640- 579,240

L: Proposed: KShs. 509,058x16,500-542,058x17,490-559,548x19,404-  
637,164x21,054-658,218x22,704-703,626x26,928-730,554  
Current: KShs. 462,780x15,000-492,780x15,900-508,680x17,640-  
579,240x19,140-598,380x20,640-639,660x24,480-664,140

M: Proposed: KShs. 617,760x19,404-637,164x21,054-658,218x22,704-  
703,626x26,928-892,122  
Current: KShs. 561,600x17,640-579,240x19,140-598,380x20,640-639,660x  
24,480 - 811,020

N: Proposed: KShs. 703,626x26,928-919,050x29,106-1,006,368  
Current: KShs. 639,660x24,480-835,500x26,460-914,880

O: Proposed: KShs. 784,410x26,928-919,050x29,106-1,035,474x32,142-  
1,067,616  
Current: KShs. 713,100x24,480-835,500x26,460-941,340x29,220-970,560

Q: Proposed: KShs. 892,122x26,928-919,050x29,106-1,035,474x32,142-  
1,164,042x36,696-1,200,738  
Current: KShs. 811,020x24,480-835,500x26,460-941,340x29,220-  
1,058,220x33,360-1,091,580

R: Proposed: KShs. 1,006,368x29,106-1,035,474x32,142-1,164,042x36,696-  
1,347,522  
Current: KShs. 914,880x26,160-941,340-29,220-1,058,220x33,360-  
1,225,020



MINUTES OF THE PROCEEDINGS OF THE MEETING OF COMMITTEE  
ON ADMINISTRATION OF JUSTICE AND LEGAL AFFAIRS IN THE  
SMALL DINING ROOM COMMITTEE ROOM PARLIAMENT  
BUILDINGS, ON 26/11/08 AT 1.00 PM.

---

**PRESENT:**

Hon Abdikadir Mohammed, M.P.  
Hon Mutava Musyimi, M.P  
Hon. Eugene Wamalwa, M.P.  
Hon .Peter Baiya, M.P.  
Hon. Millie Odhiambo.M.P.  
Hon.Isac Ruto, M.P  
Hon.Ababu Namwamba, M.P.  
Hon. Alfred Sambu, M.P.

**INATTENDANCE**

Martin Onyango                      KNA

**ABSENT WITH APOLOGY**

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Hon. George Nyamweya, M.P  
Hon. Olago Aluoch.M.P.

MIN 01/2008                      Consideration of amendment proposal from the sub  
committee on the National Ethnic and Race Relations  
Bill.2008.

The Meeting considered and adopted the proposed amendments to the Bill  
from the subcommittee and adopted the same.

MIN. NO. 02/2008                      ADJOURNMENT

And the time being quarter past one p.m, the Chair adjourned the meeting.

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SIGNED

(CHAIR)

DATE

  
26<sup>th</sup> Nov. 2008

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