



THE
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OF THE
COLONY AND PROTECTORATE OF KENYA.

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GOVERNMENT NOTICE NO. 183.

ARRIVALS.

Name	Rank	From leave or on 1st Appointment.	Date of leaving England.	Date of Embarkation.	Date of arrival at Kibungu.
J. E. Shutt	Artizan 1st class, K. & U. Rly.	From Leave.	18th Feb., 1927	18th Feb., 1927.	19th Mar., 1927
J. P. McBrierly	Station Master 2nd class, K. & U. Rly.	"	" " "	" " "	" " "
W. Aitken	Clerk, K. & U. Rly.	1st appt.	" " "	" " "	" " "
R. Cunningham	Clerk, K. & U. Rly.	From Leave.	" " "	" " "	" " "

APPOINTMENTS.

S. 20064/15.

FREDERIC VIVIAN PRESTON, to be Acting Assistant Establishment Officer, Secretariat, with effect from the 5th March, 1927.

KENNETH GORDON LINDSAY, to be Junior Secretary, Headquarters Section, Native Affairs Department, with effect from the 21st March, 1927.

S. 21313.

ARTHUR JAMES FIELD, to be Assistant Establishment Officer, Secretariat, with effect from the 1st January, 1927.

MAJOR BRIAN WILLOUGHBY BOND, M.C., to be Acting District Commissioner, Nandi District, Nyanza Province, with effect from the 10th March, 1927.

GEORGE HENRY CARNE BOULDERSON, to be District Commissioner, Central Kavirondo District, Nyanza Province, with effect from the 14th March, 1927.

JAMES MOSTYN SILVESTER, to be Acting District Commissioner, Machakos District, Ukamba Province, with effect from 14th February, 1927.

CECIL THORNHILL DAVENPORT, to be Acting District Commissioner, Kitui District, Ukamba Province, with effect from 25th February, 1927.

KENNETH LEGGATT HUNTER, to be Assistant District Commissioner, Nairobi District, Ukamba Province, with effect from 28th February, 1927.

S. 20064/3.

WALTER MIGHELLS LYNDE, F.S.I., to be Assistant Director of Public Works, with effect from the 17th April, 1926.

S. 20064/3.

SYDNEY CHRISTMAN BENNETT, Assoc.M.Inst.C.E., Assoc.M. Inst. Mun. & County Engineers, to be Acting Assistant Director of Public Works, with effect from the 5th March, 1927.

HENRY EDWARD LAW BRAILSFORD, to be Assistant District Commissioner, Masai Province, with effect from 17th March, 1927.

WILLIAM RUDDOCK KIDD, to be Assistant District Commissioner, South Nyeri, Kikuyu Province, with effect from 14th March, 1927.

HERBERT ARTHUR BAILEY, Assistant Accountant, to be Acting Workshops Accountant, with effect from 14th March, 1927, *vice* CHARLES HENRY BLOOMFIELD, proceeding on leave.

SCOT TOOTILL, Senior Foreman, to be Assistant Superintendent (Maintenance), with effect from 1st January, 1927.

FREDERICK CHARLES HOWELL, Foreman, to be Senior Foreman, with effect from 1st January, 1927.

MAGISTERIAL WARRANTS.

HENRY EDWARD LAW BRAILSFORD, to be a Magistrate of the Second Class, with power to hold a Subordinate Court of the Second Class, whilst holding his present appointment as Assistant District Commissioner, Masai Province.

WILLIAM RUDDOCK KIDD, to be a Magistrate of the Second Class, with power to hold a Subordinate Court of the Second Class in the South Nyeri District, Kikuyu Province, whilst holding his present appointment as Assistant District Commissioner, South Nyeri.

KENNETH LEGGATT HUNTER, to be a Magistrate of the Second Class, with power to hold a Subordinate Court of the Second Class within the Nairobi District, Ukamba Province, whilst holding his present appointment as Assistant District Commissioner, Nairobi.

MASAI LANGUAGE EXAMINATION.

PASS.

S. 21513.

D. STORRS-Fox, Administrative Officer.

J. F. S. MERRICK,
for Acting Colonial Secretary.

Colony and Protectorate of Kenya.

GOVERNMENT NOTICE NO. 134.

HIS EXCELLENCY the Acting Governor has approved of the following Bills being introduced into Legislative Council :—

G. R. SANDFORD,
Clerk to the Legislative Council

A Bill relating to Bills of Exchange, Cheques, and Promissory Notes.

BE IT ENACTED by the Governor of the Colony of Kenya, with the advice and consent of the Legislative Council thereof, as follows :—

1. This Ordinance may be cited as “ the Bills of Exchange Ordinance, 1926.” Short title.

2. In this Ordinance, unless the context otherwise requires :— Interpretation

5 “ Acceptance ” means an acceptance completed by delivery or notification ;

“ Action ” includes counter-claim and set-off ;

“ Banker ” includes a body of persons whether incorporated or not who carry on the business of banking ;

10 “ Bankrupt ” includes any person whose estate is vested in a trustee or assignee under the law for the time being in force relating to bankruptcy ;

“ Bearer ” means the person in possession of a bill or note which is payable to bearer ;

15 “ Bill ” means bill of exchange, and “ note ” means promissory note ;

“ Delivery ” means transfer of possession, actual or constructive, from one person to another ;

20 “ Holder ” means the payee or indorsee of a bill or note who is in possession of it, or the bearer thereof ;

“ Indorsement ” means an indorsement completed by delivery ;

“ Issue ” means the first delivery of a bill or note, complete in form, to a person who takes it as a holder ;

25 “ Value ” means valuable consideration ;

PART I.

BILLS OF EXCHANGE.

Form and Interpretation.

30 3. (1) A bill of exchange is an unconditional order in writing, addressed by one person to another, signed by the person giving it, requiring the person to whom it is addressed to pay on demand or at a fixed or determinable future time a sum certain in money to or to the order of a specified person or to bearer. Bill of exchange defined.

35 (2) An instrument which does not comply with these conditions, or which orders any act to be done in addition to the payment of money, is not a bill of exchange.

(3) An order to pay out of a particular fund is not unconditional within the meaning of this section; but an unqualified order to pay, coupled with—

(a) an indication of a particular fund out of which the drawee is to reimburse himself or a particular account 5
to be debited with the amount; or

(b) a statement of the transaction which gives rise to the bill, is unconditional.

(4) A bill is not invalid by reason—

(a) that it is not dated; 10

(b) that it does not specify the value given, or that any value has been given therefor;

(c) that it does not specify the place where it is drawn or the place where it is payable.

Inland and
foreign bills.

4. (1) An inland bill is a bill which is or on the face of 15
it purports to be—

(a) both drawn and payable within the Colony; or

(b) drawn within the Colony upon some person resident therein.

Any other bill is a foreign bill. 20

(2) Unless the contrary appear on the face of the bill the holder may treat it as an inland bill.

Effect where
different parties
to bill are the
same person.

5. (1) A bill may be drawn payable to, or to the order of, the drawer, or it may be drawn payable to, or to the order of, the drawee. 25

(2) Where in a bill drawer and drawee are the same person, or where the drawee is a fictitious person or a person not having capacity to contract, the holder may treat the instrument, at his option, either as a bill of exchange or as a promissory note. 30

Address to
drawee.

6. (1) The drawee must be named or otherwise indicated in a bill with reasonable certainty.

(2) A bill may be addressed to two or more drawees whether they are partners or not, but an order addressed to two drawees in the alternative or to two or more drawees in succession is not a bill of exchange. 35

Certainty
required as to
payee.

7. (1) Where a bill is not payable to bearer, the payee must be named or otherwise indicated therein with reasonable certainty.

(2) A bill may be made payable to two or more payees jointly, or it may be made payable in the alternative to one of two, or one or some of several payees. A bill may also be made payable to the holder of an office for the time being. 40

(3) Where the payee is a fictitious or non-existing person the bill may be treated as payable to bearer. 45

What bills are
negotiable.

8. (1) When a bill contains words prohibiting transfer, or indicating an intention that it should not be transferable, it is valid as between the parties thereto, but is not negotiable.

(2) A negotiable bill may be payable either to order or to bearer. 50

(3) A bill is payable to bearer which is expressed to be so payable, or on which the only or last indorsement is an indorsement in blank.

(4) A bill is payable to order which is expressed to be so payable, or which is expressed to be payable to a particular person, and does not contain words prohibiting transfer or indicating an intention that it should not be transferable.

5 (5) Where a bill, either originally or by indorsement, is expressed to be payable to the order of a specified person, and not to him or his order, it is nevertheless payable to him or his order at his option.

10 9. (1) The sum payable by a bill is a sum certain within the meaning of this Ordinance, although it is required to be paid—

(a) with interest;

(b) by stated instalments;

15 (c) by stated instalments, with a provision that upon default in payment of any instalment the whole shall become due;

(d) according to an indicated rate of exchange or according to a rate of exchange to be ascertained as directed by the bill.

20 (2) Where the sum payable is expressed in words and also in figures, and there is a discrepancy between the two, the sum denoted by the words is the amount payable.

(3) Where a bill is expressed to be payable with interest, unless the instrument otherwise provides, interest runs from the date of the bill, and if the bill is undated from the issue thereof.

10. (1) A bill is payable on demand—

Bill payable on demand.

(a) which is expressed to be payable on demand, or at sight, or on presentation; or

30 (b) in which no time for payment is expressed.

(2) Where a bill is accepted or indorsed when it is overdue, it shall, as regards the acceptor who so accepts, or any indorser who so indorses it, be deemed a bill payable on demand.

35 11. A bill is payable at a determinable future time within the meaning of this Ordinance which is expressed to be payable—

Bill payable at a future time.

(1) at a fixed period after date or sight;

40 (2) on or at a fixed period after the occurrence of a specified event which is certain to happen, though the time of happening may be uncertain.

An instrument expressed to be payable on a contingency is not a bill, and the happening of the event does not cure the defect.

45 12. Where a bill expressed to be payable at a fixed period after date is issued undated, or where the acceptance of a bill payable at a fixed period after sight is undated, any holder may insert therein the true date of issue or acceptance, and the bill shall be payable accordingly :

Omission of date in bill payable after date.

Provided that—

(1) where the holder in good faith and by mistake inserts a wrong date, and

(2) in every case where a wrong date is inserted, if the bill subsequently comes into the hands of a holder in due course, the bill shall not be avoided thereby, but shall operate and be payable as if the date so inserted had been the true date.

Ante-dating and post-dating.

13. (1) Where a bill or an acceptance or any indorsement on a bill is dated, the date shall, unless the contrary be proved, be deemed to be the true date of the drawing, acceptance, or indorsement, as the case may be.

(2) A bill is not invalid by reason only that it is ante-dated or post-dated, or that it bears date on a Sunday.

Computation of time of payment.

14. Where a bill is not payable on demand, the day on which it falls due is determined as follows :—

(1) Three days, called "days of grace", are, in every case where the bill itself does not otherwise provide, added to the time of payment as fixed by the bill, and the bill is due and payable on the last day of grace : Provided that—

(a) when the last day of grace falls on Sunday, Christmas Day or Good Friday, the bill is, except in the case hereinafter provided for, due and payable on the preceding business day ;

(b) when the last day of grace is a public holiday (other than Christmas Day or Good Friday) under the Public Holidays Ordinance, or when the last day of grace is a Sunday and the second day of grace is a public holiday, the bill is due and payable on the succeeding business day.

Cap. 30.

(2) Where a bill is payable at a fixed period after date, after sight, or after the happening of a specified event, the time of payment is determined by excluding the day from which the time is to begin to run and by including the day of payment.

(3) Where a bill is payable at a fixed period after sight, the time begins to run from the date of the acceptance if the bill be accepted, and from the date of noting or protest if the bill be noted or protested for non-acceptance, or for non-delivery.

(4) The term " month " in a bill means calendar month.

Case of need.

15. The drawer of a bill and any indorser may insert therein the name of a person to whom the holder may resort in case of need, that is to say, in case the bill is dishonoured by non-acceptance or non-payment. Such person is called the " referee in case of need ". It is in the option of the holder to resort to the referee in case of need or not as he may think fit.

Optional stipulations by drawer or indorser.

16. The drawer of a bill and any indorser may insert therein an express stipulation—

(1) negating or limiting his own liability to the holder ;

(2) waiving as regards himself some or all of the holder's duties.

17. (1) The acceptance of a bill is the signification by the drawee of his assent to the order of the drawer. Definition and requisites of acceptance.

(2) An acceptance is invalid unless it complies with the following conditions, namely—

- (a) it must be written on the bill and be signed by the drawee. The mere signature of the drawee without additional words is sufficient;
- (b) it must not express that the drawee will perform his promise by any other means than the payment of money.

18. A bill may be accepted—

Time for acceptance.

- (1) before it has been signed by the drawer, or while otherwise incomplete;
- (2) when it is overdue, or after it has been dishonoured by a previous refusal to accept, or by non-payment;
- (3) when a bill payable after sight is dishonoured by non-acceptance, and the drawee subsequently accepts it, the holder, in the absence of any different agreement, is entitled to have the bill accepted as of the date of first presentment to the drawee for acceptance.

19. (1) An acceptance is either—

General and qualified acceptances.

- (a) general, or
- (b) qualified.

(2) A general acceptance assents without qualification to the order of the drawer. A qualified acceptance in express terms varies the effect of the bill as drawn.

In particular an acceptance is qualified which is—

- (a) conditional, that is to say, which makes payment by the acceptor dependent on the fulfilment of a condition therein stated;
- (b) partial, that is to say, an acceptance to pay part only of the amount for which the bill is drawn;
- (c) local, that is to say, an acceptance to pay only at a particular specified place;

(An acceptance to pay at a particular place is a general acceptance, unless it expressly states that the bill is to be paid there only and not elsewhere.)

- (d) qualified as to time;
- (e) the acceptance of some one or more of the drawees, but not of all.

20. (1) Where a simple signature on a blank stamped paper is delivered by the signer in order that it may be converted into a bill, it operates as a *prima facie* authority to fill it up as a complete bill for any amount the stamp will cover, using the signature for that of the drawer, or the acceptor, or an indorser; and, in like manner, when a bill is wanting in any material particular, the person in possession of it has a *prima facie* authority to fill up the omission in any way he thinks fit.

Inchoate instruments.

(2) In order that any such instrument when completed may be enforceable against any person who became a party thereto prior to its completion, it must be filled up within a reasonable time, and strictly in accordance with the authority given. Reasonable time for this purpose is a question of fact:

Provided that if any such instrument after completion is negotiated to a holder in due course it shall be valid and effectual for all purposes in his hands, and he may enforce it as if it had been filled up within a reasonable time and strictly in accordance with the authority given.

5

Delivery.

21. (1) Every contract on a bill, whether it be the drawer's, the acceptor's, or an indorser's, is incomplete and revocable, until delivery of the instrument in order to give effect thereto :

Provided that where an acceptance is written on a bill, 10
and the drawee gives notice to or according to the directions of the person entitled to the bill that he has accepted it, the acceptance then becomes complete and irrevocable.

(2) As between immediate parties, and as regards a remote party other than a holder in due course, the delivery— 15

(a) in order to be effectual must be made either by or under the authority of the party drawing, accepting, or indorsing, as the case may be ;

(b) may be shown to have been conditional or for a special purpose only, and not for the purpose of transferring 20
the property in the bill.

But if the bill be in the hands of a holder in due course, a valid delivery of the bill by all parties prior to him so as to make them liable to him is conclusively presumed.

(3) Where a bill is no longer in the possession of a party 25
who has signed it as drawer, acceptor, or indorser, a valid and unconditional delivery by him is presumed until the contrary is proved.

Capacity and Authority of Parties.

Capacity of parties.

22. (1) Capacity to incur liability as a party to a bill is 30
co-extensive with capacity to contract :

Provided that nothing in this section shall enable a corporation to make itself liable as drawer, acceptor, or indorser of a bill unless it is competent to it so to do under the law for the time being in force relating to corporations. 35

(2) Where a bill is drawn or indorsed by an infant, minor, or corporation having no capacity or power to incur liability on a bill, the drawing or indorsement entitles the holder to receive payment of the bill, and to enforce it against any other party thereto. 40

Signature essential to liability.

23. No person is liable as drawer, indorser, or acceptor of a bill who has not signed it as such : Provided that—

(1) where a person signs a bill in a trade or assumed name, he is liable thereon as if he had signed it in his own name ; 45

(2) the signature of the name of a firm is equivalent to the signature by the person so signing of the names of all persons liable as partners in that firm.

24. Subject to the provisions of this Ordinance, where a signature on a bill is forged or placed thereon without the authority of the person whose signature it purports to be, the forged or unauthorised signature is wholly inoperative, and
 5 no right to retain the bill or to give a discharge therefor or to enforce payment thereof against any party thereto can be acquired through or under that signature, unless the party against whom it is sought to retain or enforce payment of the bill is precluded from setting up the forgery or want of
 10 authority :

Forged or
unauthorised
signature.

Provided that nothing in this section shall affect the ratification of an unauthorised signature not amounting to a forgery.

25. A signature by procuration operates as notice that the agent has but a limited authority to sign, and the principal
 15 is only bound by such signature if the agent in so signing was acting within the actual limits of his authority.

Procuration
signatures.

26. (1) Where a person signs a bill as drawer, indorser, or acceptor, and adds words to his signature, indicating that he signs for or on behalf of a principal, or in a representative
 20 character, he is not personally liable thereon; but the mere addition to his signature of words describing him as an agent, or as filling a representative character, does not exempt him from personal liability.

Person signing
as agent or in
representative
capacity.

(2) In determining whether a signature on a bill is that
 25 of the principal or that of the agent by whose hand it is written, the construction most favourable to the validity of the instrument shall be adopted.

The Consideration for a Bill.

27. (1) Valuable consideration for a bill may be constituted
 30 by—

Value and
holder for
value.

(a) any consideration sufficient to support a simple contract;

(b) an antecedent debt or liability. Such a debt or liability is deemed valuable consideration whether
 35 the bill is payable on demand or at a future time.

(2) Where value has at any time been given for a bill the holder is deemed to be a holder for value as regards the acceptor and all parties to the bill who became parties prior to such time.

(3) Where the holder of a bill has a lien on it, arising either from contract or by implication of law, he is deemed to be a holder for value to the extent of the sum for which he has a lien.

28. (1) An accommodation party to a bill is a person who
 45 has signed a bill as drawer, acceptor, or indorser, without receiving value therefor, and for the purpose of lending his name to some other person.

Accommodation
bill or party.

(2) An accommodation party is liable on the bill to a holder for value; and it is immaterial whether, when such
 50 holder took the bill, he knew such party to be an accommodation party or not.

Holder in due course.

29. (1) A holder in due course is a holder who has taken a bill, complete and regular on the face of it, under the following conditions, namely—

(a) that he became the holder of it before it was overdue, and without notice that it had been previously dishonoured, if such was the fact; 5

(b) that he took the bill in good faith and for value, and that at the time the bill was negotiated to him he had no notice of any defect in the title of the person who negotiated it. 10

(2) In particular the title of a person who negotiates a bill is defective within the meaning of this Ordinance when he obtained the bill, or the acceptance thereof, by fraud, duress, or force and fear, or other unlawful means, or for an illegal consideration, or when he negotiates it in breach of faith, or under such circumstances as amount to a fraud. 15

(3) A holder (whether for value or not) who derives his title to a bill through a holder in due course, and who is not himself a party to any fraud or illegality affecting it, has all the rights of that holder in due course as regards the acceptor and all parties to the bill prior to that holder. 20

Presumption of value and good faith.

30. (1) Every party whose signature appears on a bill is *primâ facie* deemed to have become a party thereto for value.

(2) Every holder of a bill is *primâ facie* deemed to be a holder in due course; but if in an action on a bill it is admitted or proved that the acceptance, issue or subsequent negotiation of the bill is affected with fraud, duress, or force and fear, or illegality, the burden of proof is shifted, unless and until the holder proves that, subsequent to the alleged fraud or illegality, value has in good faith been given for the bill. 25 30

Negotiation of Bills.

Negotiation of bill.

31. (1) A bill is negotiated when it is transferred from one person to another in such a manner as to constitute the transferee the holder of the bill.

(2) A bill payable to bearer is negotiated by delivery. 35

(3) A bill payable to order is negotiated by the indorsement of the holder completed by delivery.

(4) Where the holder of a bill payable to his order transfers it for value without indorsing it, the transfer gives the transferee such title as the transferor had in the bill, and the transferee in addition acquires the right to have the indorsement of the transferor. 40

(5) Where any person is under obligation to indorse a bill in a representative capacity, he may indorse the bill in such terms as to negative personal liability. 45

Requisites of a valid indorsement.

32. An indorsement in order to operate as a negotiation must comply with the following conditions, namely :—

(1) It must be written on the bill itself and be signed by the indorser. The simple signature of the indorser on the bill, without additional words, is sufficient. 50

An indorsement written on an *allonge*, or on a "copy" of a bill issued or negotiated in a country where "copies" are recognised, is deemed to be written on the bill itself.

- (2) It must be an indorsement of the entire bill. A partial indorsement, that is to say, an indorsement which purports to transfer to the indorsee a part only of the amount payable, or which purports to transfer the bill to two or more indorsees severally, does not operate as a negotiation of the bill.
- (3) Where a bill is payable to the order of two or more payees or indorsees who are not partners, all must indorse, unless the one indorsing has authority to indorse for the others.
- (4) Where, in a bill payable to order, the payee or indorsee is wrongly designated, or his name is mis-spelt, he may indorse the bill as therein described, adding, if he thinks fit, his proper signature.
- (5) Where there are two or more indorsements on a bill, each indorsement is deemed to have been made in the order in which it appears on the bill, until the contrary is proved.
- (6) An indorsement may be made in blank or special; it may also contain terms making it restrictive.

33. Where a bill purports to be indorsed conditionally, the condition may be disregarded by the payer, and payment to the indorsee is valid whether the condition has been fulfilled or not. Conditional indorsement.

34. (1) An indorsement in blank specifies no indorsee, and a bill so indorsed becomes payable to bearer. Indorsement in blank and special indorsement.

(2) A special indorsement specifies the person to whom, or to whose order, the bill is to be payable.

(3) The provisions of this Ordinance relating to a payee apply with the necessary modifications to an indorsee under a special indorsement.

(4) When a bill has been indorsed in blank, any holder may convert the blank indorsement into a special indorsement by writing above the indorsee's signature a direction to pay the bill to or to the order of himself or some other person.

35. (1) An indorsement is restrictive which prohibits the further negotiation of the bill or which expresses that it is a mere authority to deal with the bill as thereby directed and not a transfer of the ownership thereof, as, for example, if a bill be indorsed "Pay D only," or "Pay D for the account of X," or "Pay D or order for collection." Restrictive indorsement.

(2) A restrictive indorsement gives the indorsee the right to receive payment of the bill and to sue any party thereto that his indorser could have sued, but gives him no power to transfer his rights as indorsee unless it expressly authorise him to do so.

(3) Where a restrictive indorsement authorises further transfer, all subsequent indorsees take the bill with the same rights and subject to the same liabilities as the first indorsee under the restrictive indorsement.

36. (1) Where a bill is negotiable in its origin it continues to be negotiable until it has been— Negotiation of overdue or dishonoured bill.

(a) restrictively indorsed, or

(b) discharged by payment or otherwise.

(2) Where an overdue bill is negotiated, it can only be negotiated subject to any defect of title affecting it at its maturity, and thenceforward no person who takes it can acquire or give a better title than that which the person from whom he took it had.

5

(3) A bill payable on demand is deemed to be overdue within the meaning and for the purposes of this section when it appears on the face of it to have been in circulation for an unreasonable length of time. What is an unreasonable length of time for this purpose is a question of fact.

10

(4) Except where an indorsement bears date after the maturity of the bill, every negotiation is *prima facie* deemed to have been effected before the bill was overdue.

(5) Where a bill which is not overdue has been dishonoured, any person who takes it with notice of the dishonour takes it subject to any defect of title attaching thereto at the time of dishonour, but nothing in this sub-section shall affect the rights of a holder in due course.

15

Negotiation of
bill to party
already liable
thereon.

37. Where a bill is negotiated back to the drawer, or to a prior indorser, or to the acceptor, such party may, subject to the provisions of this Ordinance, re-issue and further negotiate the bill, but he is not entitled to enforce payment of the bill against any intervening party to whom he was previously liable.

20

Rights of the
holder.

38. The rights and powers of the holder of a bill are as follows :—

25

(1) He may sue on the bill in his own name.

(2) Where he is a holder in due course, he holds the bill free from any defect of title of prior parties, as well as from mere personal defences available to prior parties among themselves, and may enforce payment against all parties liable on the bill.

30

(3) Where his title is defective—

(a) if he negotiates the bill to a holder in due course, that holder obtains a good and complete title to the bill; and

35

(b) if he obtains payment of the bill, the person who pays him in due course gets a valid discharge for the bill.

General Duties of the Holder.

40

When present-
ment for
acceptance is
necessary.

39. (1) Where a bill is payable after sight, presentment for acceptance is necessary in order to fix the maturity of the instrument.

(2) Where a bill expressly stipulates that it shall be presented for acceptance, or where a bill is drawn payable elsewhere than at the residence or place of business of the drawee, it must be presented for acceptance before it can be presented for payment.

45

(3) In no other case is presentment for acceptance necessary in order to render liable any party to the bill.

50

(4) Where the holder of a bill, drawn payable elsewhere than at the place of business or residence of the drawee, has not time, with the exercise of reasonable diligence, to present the bill for acceptance before presenting it for payment on the day that it falls due, the delay caused by presenting the bill for acceptance before presenting it for payment is excused, and does not discharge the drawer and indorsers.

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40. (1) Subject to the provisions of this Ordinance, when a bill payable after sight is negotiated, the holder must either present it for acceptance or negotiate it within a reasonable time.

Time for
presenting bill
payable after
sight.

5 (2) If he do not do so, the drawer and all indorsers prior to that holder are discharged.

(3) In determining what is a reasonable time within the meaning of this section, regard shall be had to the nature of the bill, the usage of trade with respect to similar bills, and
10 the facts of the particular case.

41. (1) A bill is duly presented for acceptance which is presented in accordance with the following rules :—

Rules as to
presentment for
acceptance, and
excuses for non-
presentment.

(a) The presentment must be made by or on behalf of the holder to the drawee or to some person authorised to accept or refuse acceptance on his behalf at a reasonable hour on a business day and before the bill is overdue.
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(b) Where a bill is addressed to two or more drawees, who are not partners, presentment must be made to them all, unless one has authority to accept for all, then presentment may be made to him only.
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(c) Where the drawee is dead, presentment may be made to his personal representative.

(d) Where the drawee is bankrupt, presentment may be made to him or to his trustee.
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(e) Where authorised by agreement or usage, a presentment through the Post Office is sufficient.

(2) Presentment in accordance with these rules is excused, and a bill may be treated as dishonoured by non-
30 acceptance—

(a) where the drawee is dead or bankrupt, or is a fictitious person or a person not having capacity to contract by bill ;

(b) where, after the exercise of reasonable diligence, such presentment cannot be effected ;
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(c) where, although the presentment has been irregular, acceptance has been refused on some other ground.

(3) The fact that the holder has reason to believe that the bill, on presentment, will be dishonoured, does not excuse
40 presentment.

42. When a bill is duly presented for acceptance, and is not accepted within the customary time, the person presenting it must treat it as dishonoured by non-acceptance. If he do not, the holder shall lose his right of recourse against the drawer and indorsers.
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Non-acceptance

43. (1) A bill is dishonoured by non-acceptance—

Dishonour by
non-acceptance
and its
consequences.

(a) when it is duly presented for acceptance, and such an acceptance as is prescribed by this Ordinance is refused or cannot be obtained ; or

(b) when presentment for acceptance is excused and the bill is not accepted.
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(2) Subject to the provisions of this Ordinance, when a

bill is dishonoured by non-acceptance, an immediate right of recourse against the drawer and indorsers accrues to the holder, and no presentment for payment is necessary.

Duties as to
qualified
acceptances.

44. (1) The holder of a bill may refuse to take a qualified acceptance, and, if he does not obtain an unqualified acceptance, may treat the bill as dishonoured by non-acceptance. 5

(2) Where a qualified acceptance is taken, and the drawer or an indorser has not expressly or impliedly authorised the holder to take a qualified acceptance, or does not subsequently assent thereto, such drawer or indorser is discharged from his liability on the bill. 10

The provisions of this sub-section do not apply to a partial acceptance, whereof due notice has been given. Where a foreign bill has been accepted as to part, it must be protested as to the balance. 15

(3) When the drawer or indorser of a bill receives notice of a qualified acceptance, and does not, within a reasonable time, express his dissent to the holder, he shall be deemed to have assented thereto.

Rules as to
presentment for
payment.

45. Subject to the provisions of this Ordinance, a bill must be duly presented for payment. If it be not so presented, the drawer and indorsers shall be discharged. 20

A bill is duly presented for payment which is presented in accordance with the following rules :—

(1) Where the bill is not payable on demand, presentment must be made on the day it falls due. 25

(2) Where the bill is payable on demand, then, subject to the provisions of this Ordinance, presentment must be made within a reasonable time after its issue in order to render the drawer liable, and within a reasonable time after its indorsement, in order to render the indorser liable. 30

In determining what is a reasonable time, regard shall be had to the nature of the bill, the usage of trade with regard to similar bills, and the facts of the particular case. 35

(3) Presentment must be made by the holder or by some person authorised to receive payment on his behalf at a reasonable hour on a business day at the proper place, as hereinafter defined, either to the person designated by the bill as payer, or to some person authorised to pay or refuse payment on his behalf, if with the exercise of reasonable diligence such person can there be found. 40

(4) A bill is presented at the proper place— 45

(a) where a place of payment is specified in the bill and the bill is there presented;

(b) where no place of payment is specified, but the address of the drawee or acceptor is given in the bill, and the bill is there presented; 50

(c) where no place of payment is specified, and no address given, and the bill is presented at the drawee's or acceptor's place of business, if known, and if not, at his ordinary residence, if known;

- (d) in any other case, if presented to the drawee or acceptor wherever he can be found, or if presented at his last-known place of business or residence.
- 5 (5) Where a bill is presented at the proper place, and, after the exercise of reasonable diligence, no person authorised to pay or refuse payment can be found there, no further presentment to the drawee or acceptor is required.
- 10 (6) Where a bill is drawn upon, or accepted by two or more persons who are not partners, and no place of payment is specified, presentment must be made to them all.
- 15 (7) Where the drawee or acceptor of a bill is dead, and no place of payment is specified, presentment must be made to a personal representative, if such there be, and with the exercise of reasonable diligence he can be found.
- 20 (8) Where authorised by agreement or usage, a presentment through the Post Office is sufficient.

46. (1) Delay in making presentment for payment is excused when the delay is caused by circumstances beyond the control of the holder, and not imputable to his default, misconduct or negligence. When the cause of delay ceases to
 25 operate, presentment must be made with reasonable diligence.

Excuses for delay or non-presentment for payment.

- (2) Presentment for payment is dispensed with—
- (a) where, after the exercise of reasonable diligence, presentment, as required by this Ordinance, cannot be effected.
- 30 The fact that the holder has reason to believe that the bill will, on presentment, be dishonoured, does not dispense with the necessity for presentment;
- (b) where the drawee is a fictitious person;
- (c) as regards the drawer, where the drawee or acceptor is not bound, as between himself and the drawer, to accept or pay the bill, and the drawer has no reason to believe that the bill would be paid if presented;
- 35 (d) as regards an indorser, where the bill was accepted or made for the accommodation of that indorser, and he has no reason to expect that the bill would be paid if presented;
- 40 (e) by waiver of presentment, expressed or implied.

47. (1) A bill is dishonoured by non-payment—
- (a) when it is duly presented for payment and payment is refused or cannot be obtained; or
- 45 (b) when presentment is excused and the bill is overdue and unpaid.

Dishonour by non-payment.

(2) Subject to the provisions of this Ordinance, when a bill is dishonoured by non-payment, an immediate right of recourse against the drawer and indorsers accrues to the holder.

Notice of
dishonour and
effect of non-
notice.

48. Subject to the provisions of this Ordinance, when a bill has been dishonoured by non-acceptance or by non-payment, notice of dishonour must be given to the drawer and each indorser, and any drawer or indorser to whom such notice is not given is discharged : Provided that—

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- (1) where a bill is dishonoured by non-acceptance, and notice of dishonour is not given, the rights of a holder in due course, subsequent to the omission, shall not be prejudiced by the omission ;
- (2) where a bill is dishonoured by non-acceptance, and due notice of dishonour is given, it shall not be necessary to give notice of a subsequent dishonour by non-payment unless the bill shall in the meantime have been accepted.

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Rules as to
notice of
dishonour.

49. Notice of dishonour in order to be valid and effectual must be given in accordance with the following rules :—

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- (1) The notice must be given by or on behalf of the holder, or by or on behalf of an indorser who, at the time of giving it, is himself liable on the bill ;
- (2) Notice of dishonour may be given by an agent either in his own name, or in the name of any party entitled to give notice, whether that party be his principal or not ;
- (3) Where the notice is given by or on behalf of the holder, it enures for the benefit of all subsequent holders and all prior indorsers who have a right of recourse against the party to whom it is given ;
- (4) Where notice is given by or on behalf of an indorser entitled to give notice as hereinbefore provided, it enures for the benefit of the holder and all indorsers subsequent to the party to whom notice is given ;
- (5) The notice may be given in writing or by personal communication, and may be given in any terms which sufficiently indentify the bill, and intimate that the bill has been dishonoured by non-acceptance or non-payment ;
- (6) The return of a dishonoured bill to the drawer or an indorser is, in point of form, deemed a sufficient notice of dishonour ;
- (7) A written notice need not be signed, and an insufficient written notice may be supplemented and validated by verbal communication. A misdescription of the bill shall not vitiate the notice unless the party to whom the notice is given is in fact misled thereby ;
- (8) Where notice of dishonour is required to be given to any person, it may be given either to the party himself or to his agent in that behalf ;
- (9) Where the drawer or indorser is dead, and the party giving notice knows it, the notice must be given to a personal representative, if such there be, and with the exercise of reasonable diligence he can be found ;
- (10) Where the drawer or indorser is bankrupt, notice may be given either to the party himself or to the trustee ;

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(11) Where there are two or more drawers or indorsers who are not partners, notice must be given to each of them, unless one of them has authority to receive such notice for the others;

(12) The notice may be given as soon as the bill is dishonoured, and must be given within a reasonable time thereafter.

In the absence of special circumstances, notice is not deemed to have been given within a reasonable time unless—

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(a) where the person giving and the person to receive notice reside in the same place, the notice is given or sent off in time to reach the latter on the day after the dishonour of the bill;

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(b) where the person giving and the person to receive notice reside in different places, the notice is sent off on the day after the dishonour of the bill, if there be a post at a convenient hour on that day, and if there be no such post on that day then by the next post thereafter;

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(13) Where a bill when dishonoured is in the hands of an agent, he may either himself give notice to the parties liable on the bill, or he may give notice to his principal. If he give notice to his principal, he must do so within the same time as if he were the holder, and the principal upon receipt of such notice has himself the same time for giving notice as if the agent had been an independent holder;

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(14) Where a party to a bill receives due notice of dishonour he has, after the receipt of such notice, the same period of time for giving notice to antecedent parties that the holder has after the dishonour;

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(15) Where a notice of dishonour is duly addressed and posted, the sender is deemed to have given due notice of dishonour, notwithstanding any miscarriage by the Post Office.

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50. (1) Delay in giving notice of dishonour is excused where the delay is caused by circumstances beyond the control of the party giving notice, and not imputable to his default, misconduct or negligence. When the cause of delay ceases to operate, the notice must be given with reasonable diligence.

Excuses for non-notice and delay.

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(2) Notice of dishonour is dispensed with—

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(a) when, after the exercise of reasonable diligence, notice as required by this Ordinance cannot be given to or does not reach the drawer or indorser sought to be charged;

(b) by waiver express or implied. Notice of dishonour may be waived before the time of giving notice has arrived or after the omission to give due notice;

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(c) as regards the drawer in the following cases, namely:

(i) where drawer and drawee are the same person,
(ii) where the drawee is a fictitious person or a person not having capacity to contract,

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(iii) where the drawer is the person to whom the bill is presented for payment,

(iv) where the drawee or acceptor is as between himself and the drawer under no obligation to accept or pay the bill,

(v) where the drawer has countermanded payment;

(d) as regards the indorser in the following cases, namely .

- (i) where the drawee is a fictitious person or a person not having capacity to contract and the indorser was aware of the fact at the time he indorsed the bill, 5
- (ii) where the indorser is the person to whom the bill is presented for payment,
- (iii) where the bill was accepted or made for his accommodation.

Noting or
protest of bill.

51. (1) Where an inland bill has been dishonoured, it may, if the holder think fit, be noted for non-acceptance or non-payment, as the case may be; but it shall not be necessary to note or protest any such bill in order to preserve the recourse against the drawer or indorser. 10

(2) Where a foreign bill, appearing on the face of it to be such, has been dishonoured by non-acceptance, it must be duly protested for non-acceptance, and where such a bill, which has not been previously dishonoured by non-acceptance, is dishonoured by non-payment, it must be duly protested for non-payment. If it be not so protested the drawer and indorsers are discharged. Where a bill does not appear on the face of it to be a foreign bill, protest thereof in case of dishonour is unnecessary. 15 20

(3) A bill which has been protested for non-acceptance may be subsequently protested for non-payment. 25

(4) Subject to the provisions of this Ordinance, when a bill is noted or protested, it may be noted on the day of its dishonour and must be noted not later than the next succeeding business day. When a bill has been duly noted, the protest may be subsequently extended as of the date of the noting. 30

(5) Where the acceptor of a bill becomes bankrupt or insolvent or suspends payment before it matures, the holder may cause the bill to be protested for better security against the drawer and indorsers.

(6) A bill must be protested at the place where it is dishonoured: Provided that— 35

(a) when a bill is presented through the Post Office, and returned by post dishonoured, it may be protested at the place to which it is returned and on the day of its return if received during business hours, and if not received during business hours, then not later than the next business day; 40

(b) when a bill drawn payable at the place of business or residence of some person other than the drawee has been dishonoured by non-acceptance, it must be protested for non-payment at the place where it is expressed to be payable, and no further presentment for payment to, or demand on, the drawee is necessary. 45

(7) A protest must contain a copy of the bill, and must be signed by the notary making it, and must specify— 50

- (a) the person at whose request the bill is protested;
- (b) the place and date of protest, the cause or reason for protesting the bill, the demand made, and the answer given, if any, or the fact that the drawee or acceptor could not be found. 55

(8) Where a bill is lost or destroyed, or is wrongly detained from the person entitled to hold it, protest may be made on a copy or written particulars thereof.

(9) Protest is dispensed with by any circumstances which would dispense with notice of dishonour. Delay in noting or protesting is excused when the delay is caused by circumstances beyond the control of the holder, and not imputable to his default, misconduct or negligence. When the cause of delay ceases to operate, the bill must be noted or protested with reasonable diligence.

52. (1) When a bill is accepted generally, presentment for payment is not necessary in order to render the acceptor liable.

Duties of holder as regards drawee or acceptor.

(2) When by the terms of a qualified acceptance presentment for payment is required, the acceptor, in the absence of an express stipulation to that effect, is not discharged by the omission to present the bill for payment on the day that it matures.

(3) In order to render the acceptor of a bill liable it is not necessary to protest it, or that notice of dishonour should be given to him.

(4) Where the holder of a bill presents it for payment, he shall exhibit the bill to the person from whom he demands payment, and when a bill is paid the holder shall forthwith deliver it up to the party paying it.

Liabilities of Parties.

53. A bill of itself does not operate as an assignment of funds in the hands of the drawee available for the payment thereof, and the drawee of a bill who does not accept as required by this Ordinance is not liable on the instrument.

Bill not assignment of funds in hands of drawee.

54. The acceptor of a bill, by accepting it—

Liability of acceptor.

(1) engages that he will pay it according to the tenor of his acceptance;

(2) is precluded from denying to a holder in due course—

(a) the existence of the drawer, the genuineness of his signature, and his capacity and authority to draw the bill;

(b) in the case of a bill payable to drawer's order, the then capacity of the drawer to indorse, but not the genuineness or validity of his indorsement;

(c) in the case of a bill payable to the order of a third person, the existence of the payee and his then capacity to indorse, but not the genuineness or validity of his indorsement.

55. (1) The drawer of a bill by drawing it—

Liability of drawer or indorser.

(a) engages that on due presentment it shall be accepted and paid according to its tenor, and that if it be dishonoured he will compensate the holder or any indorser who is compelled to pay it, provided that the requisite proceedings on dishonour be duly taken;

(b) is precluded from denying to a holder in due course the existence of the payee and his then capacity to indorse.

(2) The indorser of a bill by indorsing it—

(a) engages that on due presentment it shall be accepted and paid according to its tenor, and that if it be dishonoured he will compensate the holder or a subsequent indorser who is compelled to pay it, provided that the requisite proceedings on dishonour be duly taken; 5 10

(b) is precluded from denying to a holder in due course the genuineness and regularity in all respects of the drawer's signature and all previous indorsements;

(c) is precluded from denying to his immediate or a subsequent indorsee that the bill was at the time of his indorsement a valid and subsisting bill, and that he had then a good title thereto. 15

Stranger signing bill liable as indorser.

56. Where a person signs a bill otherwise than as drawer or acceptor, he thereby incurs the liabilities of an indorser to a holder in due course. 20

Measure of damages against parties to dishonoured bill.

57. Where a bill is dishonoured, the measure of damages, which shall be deemed to be liquidated damages, shall be as follows :—

(1) The holder may recover from any party liable on the bill, and the drawer who has been compelled to pay the bill may recover from the acceptor, and an indorser who has been compelled to pay the bill may recover from the acceptor or from the drawer or from a prior indorser— 25 30

(a) the amount of the bill;

(b) interest thereon from the time of presentment for payment if the bill is payable on demand, and from the maturity of the bill in any other case;

(c) the expenses of noting, or when protest is necessary, and the protest has been extended, the expenses of protest. 35

(2) In the case of a bill which has been dishonoured abroad, in lieu of the above damages, the holder may recover from the drawer or an indorser, and the drawer or an indorser who has been compelled to pay the bill may recover from any party liable to him, the amount of the re-exchange with interest thereon until the time of payment. 40

(3) Where by this Ordinance interest may be recovered as damages, such interest may, if justice require it, be withheld wholly or in part, and where a bill is expressed to be payable with interest at a given rate, interest as damages may or may not be given at the same rate as interest proper. 45 50

Transferor by delivery and transferee.

58. (1) Where the holder of a bill payable to bearer negotiates it by delivery without indorsing it, he is called a "transferor by delivery."

(2) A transferor by delivery is not liable on the instrument.

(3) A transferor by delivery who negotiates a bill thereby warrants to his immediate transferee, being a holder for value, that the bill is what it purports to be, that he has a right to transfer it, and that at the time of transfer he is not aware of any fact which renders it valueless.

Discharge of Bill.

59. (1) A bill is discharged by payment in due course by or on behalf of the drawee or acceptor. Payment in due course.

“Payment in due course” means payment made at or after the maturity of the bill to the holder thereof in good faith and without notice that his title to the bill is defective.

(2) Subject to the provisions hereinafter contained, when a bill is paid by the drawer or an indorser, it is not discharged; but—

(a) where a bill payable to, or to the order of, a third party is paid by the drawer the drawer may enforce payment thereof against the acceptor, but may not re-issue the bill;

(b) where a bill is paid by an indorser, or where a bill payable to drawer's order is paid by the drawer, the party paying it is remitted to his former rights as regards the acceptor or antecedent parties, and he may, if he thinks fit, strike out his own and subsequent indorsements, and again negotiate the bill.

(3) Where an accommodation bill is paid in due course by the party accommodated, the bill is discharged.

60. When a bill payable to order on demand is drawn on a banker, and the banker on whom it is drawn pays the bill in good faith and in the ordinary course of business, it is not incumbent on the banker to show that the indorsement of the payee or any subsequent indorsement was made by or under the authority of the person whose indorsement it purports to be, and the banker is deemed to have paid the bill in due course, although such indorsement has been forged or made without authority. Banker paying demand draft whereon indorsement is forged.

61. When the acceptor of a bill is or becomes the holder of it at or after its maturity, in his own right, the bill is discharged. Acceptor the holder at maturity.

62. (1) When the holder of a bill at or after its maturity absolutely and unconditionally renounces his rights against the acceptor the bill is discharged. Express waiver.

The renunciation must be in writing, unless the bill is delivered up to the acceptor.

(2) The liabilities of any party to a bill may in like manner be renounced by the holder before, at, or after its maturity; but nothing in this section shall affect the rights of a holder in due course without notice of the renunciation.

63. (1) Where a bill is intentionally cancelled by the holder or his agent, and the cancellation is apparent thereon, the bill is discharged. Cancellation.

(2) In like manner any party liable on a bill may be discharged by the intentional cancellation of his signature by the holder or his agent. In such case any indorser who would have had a right of recourse against the party whose signature is cancelled is also discharged.

(3) A cancellation made unintentionally, or under a mistake, or without the authority of the holder, is inoperative; but where a bill or any signature thereon appears to have been cancelled the burden of proof lies on the party who alleges that the cancellation was made unintentionally, or under a mistake, or without authority.

Alteration of bill.

64. (1) Where a bill or acceptance is materially altered without the assent of all parties liable on the bill, the bill is avoided, except as against a party who has himself made, authorised, or assented to the alteration, and subsequent indorsers :

Provided that where a bill has been materially altered, but the alteration is not apparent, and the bill is in the hands of a holder in due course, such holder may avail himself of the bill as if it had not been altered, and may enforce payment of it according to its original tenor.

(2) In particular the following alterations are material, namely, any alteration of the date, the sum payable, the time of payment, the place of payment, and, where a bill has been accepted generally, the addition of a place of payment without the acceptor's consent.

Acceptance and Payment for Honour.

Acceptance for honour *suprà* protest.

65. (1) Where a bill of exchange has been protested for dishonour by non-acceptance, or protested for better security, and is not overdue, any person, not being a party already liable thereon, may, with the consent of the holder, intervene and accept the Bill *suprà* protest, for the honour of any party liable thereon, or for the honour of the person for whose account the bill is drawn.

(2) A bill may be accepted for honour for part only of the sum for which it is drawn.

(3) An acceptance for honour *suprà* protest in order to be valid must—

- (a) be written on the bill, and indicate that it is an acceptance for honour;
- (b) be signed by the acceptor for honour.

(4) Where an acceptance for honour does not expressly state for whose honour it is made, it is deemed to be an acceptance for the honour of the drawer.

(5) Where a bill payable after sight is accepted for honour, its maturity is calculated from the date of the noting for non-acceptance, and not from the date of the acceptance for honour.

Liability of acceptor for honour.

66. (1) The acceptor for honour of a bill by accepting it engages that he will, on due presentment, pay the bill according to the tenor of his acceptance, if it is not paid by the drawee, provided it has been duly presented for payment, and protested for non-payment, and that he receives notice of these facts.

(2) The acceptor for honour is liable to the holder and to all parties to the bill subsequent to the party for whose honour he has accepted.

67. (1) Where a dishonoured bill has been accepted for honour *suprà* protest, or contains a reference in case of need, it must be protested for non-payment before it is presented for payment to the acceptor for honour or referee in case of need. Presentment to acceptor for honour.

5 (2) Where the address of the acceptor for honour is in the same place where the bill is protested for non-payment, the bill must be presented to him not later than the day following its maturity; and where the address of the acceptor for honour is in some place other than the place where it was
10 protested for non-payment, the bill must be forwarded not later than the day following its maturity for presentment to him.

(3) Delay in presentment or non-presentment is excused by any circumstance which would excuse delay in presentment for payment or non-presentment for payment.

15 (4) When a bill of exchange is dishonoured by the acceptor for honour it must be protested for non-payment by him.

68. (1) Where a bill has been protested for non-payment any person may intervene and pay it *suprà* protest for the honour of any party liable thereon, or for the honour of the person for whose account the bill is drawn. Payment for honour *suprà* protest.

(2) Where two or more persons offer to pay a bill for the honour of different parties, the person whose payment will discharge most parties to the bill shall have the preference.

25 (3) Payment for honour *suprà* protest, in order to operate as such and not as a mere voluntary payment, must be attested by a notarial act of honour which may be appended to the protest or form an extension of it.

(4) The notarial act of honour must be founded on a
30 declaration made by the payer for honour, or his agent in that behalf, declaring his intention to pay the bill for honour, and for whose honour he pays.

(5) Where a bill has been paid for honour, all parties subsequent to the party for whose honour it is paid are
35 discharged, but the payer for honour is subrogated for, and succeeds to both the rights and duties of, the holder as regards the party for whose honour he pays, and all parties liable to that party.

(6) The payer for honour on paying to the holder the
40 amount of the bill and the notarial expenses incidental to its dishonour is entitled to receive both the bill itself and the protest. If the holder do not on demand deliver them up he shall be liable to the payer for honour in damages.

(7) Where the holder of a bill refuses to receive payment
45 *suprà* protest he shall lose his right of recourse against any party who would have been discharged by such payment.

Lost Instruments.

69. Where a bill has been lost before it is overdue, the person who was the holder of it may apply to the drawer to
50 give him another bill of the same tenor, giving security to the drawer, if required, to indemnify him against all persons whatever in case the bill alleged to have been lost shall be found again. Holder's right to duplicate of lost bill.

If the drawer on request as aforesaid refuses to give such duplicate bill he may be compelled to do so.

Action on lost
bill.

70. In any action or proceeding upon a bill, the Court or a Judge may order that the loss of the instrument shall not be set up, provided an indemnity be given to the satisfaction of the Court or Judge against the claims of any other person upon the instrument in question.

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Bill in a Set.

Rules as to sets.

71. (1) Where a bill is drawn in a set, each part of the set being numbered, and containing a reference to the other parts, the whole of the parts constitute one bill.

(2) Where the holder of a set indorses two or more parts to different persons, he is liable on every such part, and every indorser subsequent to him is liable on the part he has himself indorsed as if the said parts were separate bills.

10

(3) Where two or more parts of a set are negotiated to different holders in due course, the holder whose title first accrues is as between such holders deemed the true owner of the bill; but nothing in this sub-section shall affect the rights of a person who in due course accepts or pays the part first presented to him.

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(4) The acceptance may be written on any part, and it must be written on one part only.

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If the drawee accepts more than one part, and such accepted parts get into the hands of different holders in due course, he is liable on every such part as if it were a separate bill.

25

(5) When the acceptor of a bill drawn in a set pays it without requiring the part bearing his acceptance to be delivered up to him, and that part at maturity is outstanding in the hands of a holder in due course, he is liable to the holder thereof.

(6) Subject to the preceding rules, where any one part of a bill drawn in a set is discharged by payment or otherwise, the whole bill is discharged.

Conflict of Laws.

Rules where
laws conflict.

72. Where a bill drawn in one country is negotiated, accepted, or payable in another, the rights, duties, and liabilities of the parties thereto are determined as follows:—

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(1) The validity of a bill as regards requisites in form is determined by the law of the place of issue, and the validity as regards requisites in form of the supervening contracts, such as acceptance, or indorsement or acceptance *supra* protest, is determined by the law of the place where such contract was made:

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Provided that—

(a) where a bill is issued out of the Colony it is not invalid by reason only that it is not stamped in accordance with the law of the place of issue;

5

(b) where a bill issued out of the Colony conforms, as regards requisites in form, to the law of the Colony, it may, for the purpose of enforcing payment thereof, be treated as valid as between all persons who negotiate, hold, or become parties to it in the Colony.

50

- (2) Subject to the provisions of this Ordinance, the interpretation of the drawing, indorsement, acceptance, or acceptance *suprà protest* of a bill, is determined by the law of the place where such contract is made :

5 Provided that where an inland bill is indorsed in a foreign country the indorsement shall, as regards the payer, be interpreted according to the law of the Colony.

- 10 (3) The duties of the holder with respect to presentment for acceptance or payment, and the necessity for or sufficiency of a protest or notice of dishonour, or otherwise, are determined by the law of the place where the act is done or the bill is dishonoured.

- 15 (4) Where a bill is drawn out of but payable in the Colony and the sum payable is not expressed in the currency of the Colony, the amount shall, in the absence of some express stipulation, be calculated according to the rate of exchange for sight drafts at the place of payment on the day the bill is payable.

- 20 (5) Where a bill is drawn in one country and is payable in another, the due date thereof is determined according to the law of the place where it is payable.

PART II.

CHEQUES ON A BANKER.

- 25 **73.** A cheque is a bill of exchange drawn on a banker payable on demand. Cheque defined.

Except as otherwise provided in this Part, the provisions of this Ordinance applicable to a bill of exchange payable on demand apply to a cheque.

- 30 **74.** Subject to the provisions of this Ordinance :— Presentment of
cheque for
payment.

- 35 (1) Where a cheque is not presented for payment within a reasonable time of its issue, and the drawer or the person on whose account it is drawn had the right at the time of such presentment as between him and the banker to have the cheque paid and suffers actual damage through the delay, he is discharged to the extent of such damage, that is to say, to the extent to which such drawer or person is a creditor of such banker to a larger amount than he would have been had such cheque been paid.
- 40

- (2) In determining what is a reasonable time regard shall be had to the nature of the instrument, the usage of trade, and of bankers, and the facts of the particular case.

- 45 (3) The holder of such cheque as to which such drawer or person is discharged shall be a creditor, in lieu of such drawer or person, of such banker to the extent of such discharge, and entitled to recover the amount from him.

Revocation of
banker's
authority.

75. The duty and authority of a banker to pay a cheque drawn on him by his customer are determined by—

- (1) countermand of payment;
- (2) notice of the customer's death.

Crossed Cheques.

5

General and
special crossings
defined.

76. (1) Where a cheque bears across its face an addition of—

- (a) the words "and company" or any abbreviation thereof between two parallel transverse lines, either with or without the words "not negotiable"; or 10
- (b) two parallel transverse lines simply, either with or without the words "not negotiable",

that addition constitutes a crossing, and the cheque is crossed generally.

(2) Where a cheque bears across its face an addition of 15 the name of a banker, either with or without the words "not negotiable", that addition constitutes a crossing, and the cheque is crossed specially and to that banker.

Crossing by
drawer or after
issue.

77. (1) A cheque may be crossed generally or specially by 20 the drawer.

(2) Where a cheque is uncrossed, the holder may cross it generally or specially.

(3) Where a cheque is crossed generally, the holder may cross it specially.

(4) Where a cheque is crossed generally or specially the 25 holder may add the words "not negotiable".

(5) Where a cheque is crossed specially, the banker to whom it is crossed may again cross it specially to another banker for collection.

(6) Where an uncrossed cheque, or a cheque crossed 30 generally, is sent to a banker for collection, he may cross it specially to himself.

Crossing, a
material part of
cheque.

78. A crossing authorised by this Ordinance is a material part of the cheque; it shall not be lawful for any person to obliterate or, except as authorised by this Ordinance, to add 35 to or alter the crossing.

Duties of
banker as to
crossed cheques.

79. (1) Where a cheque is crossed specially to more than one banker, except when crossed to an agent for collection being a banker, the banker on whom it is drawn shall refuse payment thereof. 40

(2) Where the banker on whom a cheque is drawn which is so crossed nevertheless pays the same, or pays a cheque crossed generally otherwise than to a banker, or if crossed specially otherwise than to the banker to whom it is crossed, or his agent for collection being a banker, he is liable to the 45 true owner of the cheque for any loss he may sustain owing to the cheque having been so paid :

Provided that where a cheque is presented for payment which does not at the time of presentment appear to be crossed, or to have had a crossing which has been obliterated, or to 50 have been added to or altered otherwise than as authorised by this Ordinance, the banker paying the cheque in good faith and without negligence shall not be responsible or incur any liability, nor shall the payment be questioned by reason of the cheque having been crossed, or of the crossing having been

obliterated or having been added to or altered otherwise than as authorised by this Ordinance, and of payment having been made otherwise than to a banker or to the banker to whom the cheque is or was crossed, or to his agent for collection
 5 being a banker, as the case may be.

80. Where the banker, on whom a crossed cheque is drawn, in good faith and without negligence pays it, if crossed generally, to a banker, and if crossed specially, to the banker to whom it is crossed, or his agent for collection being a
 10 banker, the banker paying the cheque, and, if the cheque has come into the hands of the payee, the drawer, shall respectively be entitled to the same rights and be placed in the same position as if payment of the cheque had been made to the true owner thereof.

Protection to
 banker and
 drawer where
 cheque is
 crossed.

81. Where a person takes a crossed cheque which bears on it the words "not negotiable", he shall not have, and shall not be capable of giving, a better title to the cheque than that which the person from whom he took it had.

Effect of words
 "not
 negotiable".

82. (1) Where a banker in good faith and without negligence receives payment for a customer of a cheque crossed generally or specially to himself, and the customer has no title or a defective title thereto, the banker shall not incur any liability to the true owner of the cheque by reason only of having received such payment.

Protection to
 collecting
 banker.

(2) A banker receives payment of a crossed cheque for a customer within the meaning of this section, notwithstanding that he credits his customer's account with the amount of the cheque before receiving payment thereof.

PART III.

PROMISSORY NOTES.

83. (1) A promissory note is an unconditional promise in writing made by one person to another signed by the maker, engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money, to, or to the order of,
 35 a specified person or to bearer.

Promissory note
 defined.

(2) An instrument in the form of a note payable to maker's order is not a note within the meaning of this section unless and until it is endorsed by the maker.

(3) A note is not invalid by reason only that it contains also a pledge of collateral security with authority to sell or dispose thereof.

(4) A note which is, or on the face of it purports to be, both made and payable within the Colony is an inland note. Any other note is a foreign note.

84. A promissory note is inchoate and incomplete until delivery thereof to the payee or bearer.

Delivery
 necessary.

85. (1) A promissory note may be made by two or more makers, and they may be liable thereon jointly, or jointly and severally, according to its tenor.

Joint and
 several notes.

(2) Where a note runs "I promise to pay," and is signed by two or more persons, it is deemed to be their joint and several note.

Note payable on demand.

86. (1) Where a note payable on demand has been indorsed, it must be presented for payment within a reasonable time of the indorsement. If it be not so presented the indorser is discharged.

(2) In determining what is a reasonable time, regard shall be had to the nature of the instrument, the usage of trade, and the facts of the particular case. 5

(3) Where a note payable on demand is negotiated, it is not deemed to be overdue, for the purpose of affecting the holder with defects of title of which he had no notice, by reason that it appears that a reasonable time for presenting it for payment has elapsed since its issue. 10

Presentment of note for payment.

87. (1) Where a promissory note is in the body of it made payable at a particular place, it must be presented for payment at that place in order to render the maker liable. In any other case, presentment for payment is not necessary in order to render the maker liable. 15

(2) Presentment for payment is necessary in order to render the indorser of a note liable.

(3) Where a note is in the body of it made payable at a particular place, presentment at that place is necessary in order to render an indorser liable; but when a place of payment is indicated by way of memorandum only, presentment at that place is sufficient to render the indorser liable, but a presentment to the maker elsewhere, if sufficient in other respects, shall also suffice. 20 25

Liability of maker.

88. The maker of a promissory note by making it—

(1) engages that he will pay it according to its tenor;

(2) is precluded from denying to a holder in due course the existence of the payee and his then capacity to indorse. 30

Application of Part I to notes.

89. (1) Subject to the provisions in this Part and, except as by this section provided, the provisions of this Ordinance relating to bills of exchange apply, with the necessary modifications, to promissory notes. 35

(2) In applying those provisions the maker of a note shall be deemed to correspond with the acceptor of a bill, and the first indorser of a note shall be deemed to correspond with the drawer of an accepted bill payable to drawer's order.

(3) The following provisions as to bills do not apply to notes, namely, provisions relating to— 40

(a) presentment for acceptance;

(b) acceptance;

(c) acceptance *supra* protest;

(d) bills in a set. 45

(4) Where a foreign note is dishonoured, protest thereof is unnecessary.

PART IV.

SUPPLEMENTARY.

90. A thing is deemed to be done in good faith within Good faith.
the meaning of this Ordinance where it is in fact done honestly,
5 whether it is done negligently or not.

91. (1) Where, by this Ordinance, any instrument or Signature.
writing is required to be signed by any person, it is not
necessary that he should sign it with his own hand, but it is
sufficient if his signature is written thereon by some other
10 person by or under his authority.

(2) In the case of a corporation, where by this Ordinance
any instrument or writing is required to be signed, it is
sufficient if the instrument or writing be sealed with the
corporate seal.

15 But nothing in this section shall be construed as requiring
the bill or note of a corporation to be under seal.

92. Where, by this Ordinance, the time limited for doing Computation of
any act or thing is less than three days, in reckoning time, non-
business days are excluded.

20 "Non-business days" for the purposes of this Ordinance
mean—

(a) Sunday;

(b) a public holiday under the Public Holidays Ordinance. Cap. 30.

Any other day is a business day.

25 93. For the purposes of this Ordinance, where a bill or When noting
note is required to be protested within a specified time, or equivalent to
before some further proceeding is taken, it is sufficient that the protest.
bill has been noted for protest before the expiration of the
specified time or the taking of the proceeding; and the formal
30 protest may be extended at any time thereafter as of the date of
the noting.

94. Where a dishonoured bill or note is authorised or Protest when
required to be protested, and the services of a notary cannot notary not
be obtained at the place where the bill is dishonoured, any accessible.
35 householder or substantial resident of the place may, in the
presence of two witnesses, give a certificate, signed by them,
attesting the dishonour of the bill, and the certificate shall in
all respects operate as if it were a formal protest of the bill.

The form given in the schedule to this Ordinance may be
40 used with necessary modifications, and if used shall be
sufficient.

95. The provisions of this Ordinance as to crossed Dividend
cheques shall apply to a warrant for payment of dividend. warrants may be
crossed.

96. (1) The rules in bankruptcy relating to bills of Savings.
45 exchange, promissory notes, and cheques, shall continue to
apply thereto notwithstanding anything in this Ordinance
contained.

(2) The rules of common law including the law merchant,
save in so far as they are inconsistent with the express pro-
visions of this Ordinance, shall continue to apply to bills of
50 exchange, promissory notes and cheques.

(3) Nothing in this Ordinance shall affect—

Cap. 57.

(a) the provisions of the Stamp Ordinance or any law or enactment for the time being in force relating to the revenue;

Cap. 93.

(b) the provisions of the Companies Ordinance or any Ordinance relating to joint stock banks or companies;

(c) the validity of any usage relating to dividend warrants, or the indorsements thereof.

SCHEDULE.

(Section 94.)

FORM OF PROTEST WHICH MAY BE USED WHEN THE SERVICES OF A NOTARY CANNOT BE OBTAINED.

COLONY AND PROTECTORATE OF KENYA.

KNOW ALL MEN that I, A.B. (householder), of.....
.....in the above-mentioned Colony,
at the request of C.D., there being no Notary Public available,
did on the.....day of....., 19..., at.....
.....demand payment (or acceptance) of the bill of
exchange hereunder written, from E.F., to which demand he
made answer [*state answer, if any*], wherefore I now, in the
presence of G.H. and J.K., do protest the said bill of exchange.

(Signed)

A.B.

G.H. }
J.K. } *Witnesses.*

N.B.—The bill itself should be annexed, or a copy of the bill, and all that is written thereon should be underwritten.

OBJECTS AND REASONS.

The Imperial Bills of Exchange Act, 1882, applies to Kenya as a Statute of general application by virtue of Article 4 (2) of the Kenya Colony Order in Council, 1921. This Act has been amended by the Bills of Exchange (Crossed Cheques) Act, 1906, and the Bills of Exchange (Time for Noting) Act, 1917, but as these amending enactments were subsequent to the 12th August, 1897, they do not apply in the Colony.

For convenience of reference it is considered desirable that the law relating to Bills of Exchange should be made the subject of a local Ordinance, and, accordingly, the present Bill has been prepared. The Bill represents the Bills of Exchange Act, 1882, as amended by the two later enactments mentioned above, with such minor adaptations as are necessary to suit local conditions.

The two amendments relating to Crossed Cheques and Time for Noting appear respectively in Clauses 82 (2) and 51 (4) of the Bill.

A Bill to Amend the Stamp Ordinance.

BE IT ENACTED by the Governor of the Colony of Kenya, with the advice and consent of the Legislative Council thereof, as follows :—

1. This Ordinance may be cited as “ the Stamp Short title.
5 (Amendment) Ordinance, 1927,” and shall be read as one with the Stamp Ordinance (Chapter 57 of the Revised Edition), hereinafter referred to as “ the Principal Ordinance.”

2. Paragraphs (2), (19) and (22) of section 2 of the Principal Ordinance are hereby repealed, and in lieu thereof
10 shall be read the following :—

“ (2) ‘ Bill of exchange ’ means a bill of exchange as defined by the Bill of Exchange Ordinance, 1927, and includes also a draft, order, cheque, letter of credit, and
15 any other document, entitling or purporting to entitle any person, whether named therein or not, to payment by any other person of, or to draw upon any other person for, any sum of money.”

Amendment of interpretation of “ Bill of exchange ”, “ Policy of insurance ”, and “ Promissory note.”

“ (19) ‘ Policy of insurance ’ includes :—

(a) Any instrument by which one person, in consideration of a premium, engages to indemnify another
20 against loss, damage, or liability arising from an unknown or contingent event ;

(b) A policy of insurance upon any life or lives or upon any event or contingency relating to or depending
25 upon any life or lives ;

(c) A policy of insurance against accident, which expression means a policy of insurance for any payment agreed to be made upon the death of any person only from accident or violence or otherwise than from a natural cause, or as compensation for personal injury, or during
30 the sickness of any person, or his incapacity from personal injury, or by way of indemnity against loss or damage to any property, and includes any notice or advertisement in a newspaper or other publication which purports to insure
35 the payment of money upon the death of, or injury to, or sickness or incapacity of, or loss or damage to property of, the holder or bearer of the newspaper or publication containing the notice or advertisement only from accident or violence or otherwise than from a natural cause.”

“ (22) ‘ Promissory note ’ means a promissory note as defined by the Bills of Exchange Ordinance, 1927.”
40

3. Subsection (1) of section 3 of the Principal Ordinance is hereby amended by the insertion of the words “ or officers ” after the word “ officer ” in the second line thereof.

Amendment of section 3 of Principal Ordinance.

4. The following shall be inserted as section 8A of the Principal Ordinance :—
45

“ 8A (1) Where any person issuing policies of insurance against accident shall, in the opinion of the Senior Revenue Authority, so carry on the business of such insurance as to render it impracticable or inexpedient to require that the duty

Composition of stamp duty on policies of insurance against accident.

of twenty cents be charged and paid upon the policies, the Senior Revenue Authority may enter into an agreement with that person for the delivery to him of quarterly accounts of all sums received in respect of premiums on policies of insurance against accident.

5

(2) The agreement shall be in such form and shall contain such terms and conditions as the Senior Revenue Authority may think proper, and the person with whom the agreement is entered into shall observe the rules in the Second Schedule to this Ordinance.

10

(3) After an agreement has been entered into between the Senior Revenue Authority and any person, and during the period for which the agreement is in force, no policy of insurance against accident issued by that person shall be chargeable with any duty, but in lieu of and by way of compensation for that duty there shall be charged on the aggregate amount of all sums received in respect of premiums on policies of insurance against accident a duty at the rate of five per centum as a stamp duty.

15

(4) If the duty charged is not paid upon the delivery of the account it shall be a debt due to the Senior Revenue Authority from the person by or on whose behalf the account is delivered.

20

(5) In the case of neglect to deliver such an account as is hereby required or to pay the duty in conformity with this section the person shall be liable to pay to the Senior Revenue Authority a sum equal to ten per centum upon the amount of duty payable, and a like penalty for every month after the first month during which the neglect continues."

25

Amendment of
section 16 of
Principal
Ordinance.

5. Section 16 of the Principal Ordinance is hereby amended by the deletion of the words :—

30

"by endorsement under the hand of the revenue authority or in such other manner (if any) as the Governor in Council may by rule prescribe"

and the substitution therefor of the words :—

35

"in such manner as the Governor in Council may by rule prescribe."

Provision as to
duplicates and
counterparts.

6. The following shall be inserted as section 16A of the Principal Ordinance :—

"16A. The duplicate or counterpart of an instrument chargeable with duty (except the counterpart of an instrument chargeable as a lease, such counterpart not being executed by or on behalf of any lessor or grantor) is not to be deemed duly stamped unless it is stamped as an original instrument or unless it appears by some stamp impressed thereon that the full and proper duty has been paid upon the original instrument of which it is the duplicate or counterpart."

40

45

Amendment of
section 17 of
the Principal
Ordinance.

7. Section 17 of the Principal Ordinance is hereby amended by the deletion of the words "payable on demand or at not more than thirty days from sight or date" in the sixth and seventh lines thereof.

50

8. Subsection (3) of section 34 of the Principal Ordinance is hereby amended by the deletion of the proviso thereto, and by the substitution therefor of the following proviso :—

Amendment of section 34 (3) of the Principal Ordinance.

“ Provided that nothing in this section shall authorise a revenue authority to endorse :—

(a) Any instrument (other than instruments mentioned in paragraph (b)) executed or first executed in the Colony and brought to him after the expiration of thirty days from the date of its execution or first execution, as the case may be; or

(b) Any instrument chargeable with duty of ten cents or twenty cents or promissory notes and bills of exchange drawn and executed in the Colony when brought to him after the drawing or execution thereof not duly stamped; or

(c) Any instrument (other than instruments mentioned in paragraph (d)) executed or first executed out of the Colony and brought to him after the expiration of thirty days after it has been received in the Colony; or

(d) Any promissory note or bill of exchange executed out of the Colony, when brought to him after the expiration of seven days after it has been first received in the Colony.”

9. Section 37 of the Principal Ordinance is hereby amended by the insertion in paragraph (a) of the proviso thereto of the words “ bill of exchange or ” between the words “ a ” and “ promissory ” in the third line thereof.

Amendment of section 37 of the Principal Ordinance.

10. Subsection (1) of section 42 of the Principal Ordinance is hereby amended by the insertion of the words “ bill of exchange or ” between the words “ a ” and “ promissory ” in the fifth line thereof.

Amendment of section 42 of the Principal Ordinance.

11. Section 43 of the Principal Ordinance is hereby amended by the insertion of the words “ bill of exchange or ” between the words “ a ” and “ promissory ” in the third line thereof.

Amendment of section 43 of the Principal Ordinance.

12. Paragraph (1) of section 52 of the Principal Ordinance is hereby amended by the substitution of the words “ six months ” for the words “ two months ” in the second line thereof.

Amendment of section 52 of the Principal Ordinance.

13. Section 57 of the Principal Ordinance is hereby amended by the deletion of the words :—

Amendment of section 57 of the Principal Ordinance.

“ upon application made within one month ”

and the substitution therefor of the words :—

“ upon production to him of the new debenture duly stamped, within one month from the date of the execution of such new debenture ”

14. Section 67 of the Principal Ordinance is hereby repealed, and in lieu thereof shall be read the following :—

Penalty for offences in reference to receipts.

“ 67. Any person who :—

(a) Gives a receipt liable to duty and not duly stamped; or

(b) In any case where a receipt would be liable to duty refuses or neglects to give a receipt duly stamped; or

(c) Upon a payment of money or delivery of property of two pounds or over in value gives a receipt for a sum not amounting to two pounds or separates or divides the

amount paid or property delivered with the intent to evade the duty;
shall be punishable with a fine which may extend to ten pounds."

Amendment of section 68 of the Principal Ordinance.

15. Section 68 of the Principal Ordinance shall be read 5
with the addition of the following proviso :—

" Provided that this section shall not apply to policies of insurance against accident in respect of which an agreement for the composition of stamp duty has been entered into under section 8A of this Ordinance."

10

Penalty for not drawing full number of bills or sea-policies purporting to be in sets.

16. Section 69 of the Principal Ordinance is hereby repealed, and in lieu thereof shall be read the following :—

" 69. Any person drawing or executing a bill of exchange or a policy of sea-insurance purporting to be drawn or executed in a set of two or more and not at the same time drawing or executing, on paper duly stamped, the whole number of bills or policies of which such bill or policy purports the set to consist, shall be punishable with a fine which may extend to one hundred pounds."

15

Amendment of the Schedule to the Principal Ordinance

17. The Schedule to the Principal Ordinance is hereby 20
amended as follows :—

(1) Article 4 is hereby amended by inserting the words " a statutory declaration and " after the word " including " in the first line thereof.

(2) Article 5 is hereby repealed, and in lieu thereof shall 25
be read the following :—

<i>Description of Instrument.</i>	<i>Proper Stamp-duty.</i>
5. <i>Agreement or Memorandum of an Agreement.</i>	
(a) If relating to the sale of a Government security, or share in an incorporated company or other body corporate, or a bill of exchange.	Twenty cents.
(b) If not otherwise provided for.	One shilling.
EXEMPTIONS.	
Agreement or memorandum of an agreement :—	
(a) For or relating to the sale of goods or merchandise exclusively not being a note or memorandum chargeable under Article 40;	
(b) Made in the form of tenders to the Government for or relating to any loan;	
(c) Being a contract of service attested in manner provided by the Employment of Natives Ordinance (Chapter 139) or the Resident Native Labourers Ordinance, 1925, or any Ordinance amending or in substitution for such Ordinances or either of them;	
(d) Agreement made with the Kenya and Uganda Railway for the conveyance of goods;	
(e) Such agreements made with the Kenya and Uganda Railway which purport to limit the responsibility of the Railway as are in a form approved by the Governor in Council.	

(3) The following shall be inserted after Article 5 :—

<i>Description of Instrument.</i>	<i>Proper Stamp duty.</i>
AGREEMENT TO LEASE. <i>See</i> Lease (No. 33). AGREEMENT TO MORTGAGE. <i>See</i> Mortgage (No. 38). AGREEMENT FOR PARTITION. <i>See</i> Partition (No. 42). AGREEMENT FOR PARTNERSHIP. <i>See</i> Partnership (No. 43).	

(4) The following Article shall be inserted as Article 9A :—

<i>Description of Instrument.</i>	<i>Proper Stamp-duty.</i>
9A. <i>Assent to Bequest</i> (whether under hand or seal).	Ten shillings.

(5) Article 11 is hereby repealed, and in lieu thereof shall be read the following :—

<i>Description of Instrument.</i>	<i>Proper Stamp-duty.</i>												
<p>11. <i>Bill of Exchange</i> (as defined by section 2 (2) and (3) not being a bond, bank-note or currency-note) :—</p> <p>(a) Where payable on demand or at sight or on presentation or within three days after date or sight.</p> <p>(b) Where payable otherwise than on demand, but not more than one year after date or sight :—</p> <p>If the amount of the bill or note does not exceed fifty pounds.</p> <p>And for every further fifty pounds or fractional part thereof.</p> <p>EXEMPTION.</p> <p>Renewal or extension by endorsement or re-acceptance if such extension does not extend beyond the period covered by the duty paid and affixed.</p> <p>(c) Where payable at more than one year after date or sight.</p>	<p>Twenty cents.</p> <table><tr><td>If drawn singly.</td><td>If drawn in set of two for each part of the set.</td><td>If drawn in set of three for each part of the set.</td></tr><tr><td>Shs.Cts.</td><td>Shs.Cts.</td><td>Shs.Cts.</td></tr><tr><td>1 00</td><td>0 50</td><td>0 50</td></tr><tr><td>1 00</td><td>0 50</td><td>0 50</td></tr></table> <p>Twice the duty on a Mortgage (No. 38) for the same amount.</p>	If drawn singly.	If drawn in set of two for each part of the set.	If drawn in set of three for each part of the set.	Shs.Cts.	Shs.Cts.	Shs.Cts.	1 00	0 50	0 50	1 00	0 50	0 50
If drawn singly.	If drawn in set of two for each part of the set.	If drawn in set of three for each part of the set.											
Shs.Cts.	Shs.Cts.	Shs.Cts.											
1 00	0 50	0 50											
1 00	0 50	0 50											

(6) Paragraph (3) of Article 13 is hereby repealed, and in lieu thereof shall be read the following :—

<i>Description of Instrument.</i>	<i>Proper Stamp-duty.</i>
(3) By way of collateral security, for every sum of £100 or part thereof secured.	Two shillings, but not exceeding ten shillings.

(7) Article 22 is hereby amended by the addition of the following proviso before the word "Exemptions":—

<i>Description of Instrument.</i>	<i>Proper Stamp-duty.</i>
<i>Provided also</i> that in the case of a decree or order for, or having the effect of an order for, foreclosure, the <i>ad valorem</i> Stamp Duty upon any such decree or order shall not exceed the duty on a sum equal to the value of the property to which the decree or order relates, and where the decree or order states that value that statement shall be conclusive for the purpose of determining the amount of the duty; and where <i>ad valorem</i> Stamp Duty is paid upon such decree or order, any conveyance following upon such decree or order shall be dutiable with four shillings under the provisions of section 5 of this Ordinance.	

(8) The following shall be inserted as Article 26A:—

<i>Description of Instrument.</i>	<i>Proper Stamp-duty.</i>
26A. Deed Poll, if attested and not otherwise provided for.	Ten shillings.

(9) Article 38 is hereby amended as follows:—

(a) By the addition of the following paragraph:—

<i>Description of Instrument.</i>	<i>Proper Stamp-duty.</i>
(c) Memorandum of equitable mortgage or lien by deposit of documents as prescribed under the Crown Lands Ordinance or the Registration of Titles Ordinance or any Ordinance amending or in substitution for such Ordinances, or either of them, for every sum of one hundred pounds or part thereof secured.	Two shillings.

(b) By the deletion of paragraph (c) of the Exemptions.

(10) Article 44 is hereby amended by the deletion of Division A and Division C, and the substitution therefor of the following:—

<i>Description of Instrument.</i>	<i>Proper Stamp-duty.</i>	
A.—Sea Insurance (see section 8):	If drawn singly.	If drawn in duplicate for each part.
(1) For or upon any voyage:		
(i) Where the premium or consideration does not exceed the rate of one-eighth per centum of the amount insured by the policy.	Twenty cents.	Ten cents.
(ii) In any other case, in respect of every full sum of one hundred and fifty pounds and also any fractional part of one hundred and fifty pounds insured by the policy.	Twenty cents.	Ten cents.

<i>Description of Instrument.</i>	<i>Proper Stamp-duty.</i>
(2) For time : In respect of every full sum of one hundred pounds and also any fractional part of one hundred pounds insured by the policy :	
(i) Where the insurance shall be made for any time not exceeding six months.	Twenty cents. Ten cents.
(ii) Where the insurance shall be made for any time exceeding six months and not exceeding twelve months.	Fifty cents. Twenty-five cents.
C.—Policy of Insurance against accident and policy of insurance for any payment agreed to be made during the sickness of any person, or his incapacity from personal injury, or by way of indemnity against loss or damage of or to any property :	
(a) Against railway accident valid for a single journey only.	Twenty cents.
(b) In any other case, for the maximum amount which may become payable in the case of any single accident or sickness.	Twenty cents for every one hundred pounds or part thereof but not exceeding two shillings.

(11) Article 49 is hereby amended by the addition of the following note :—

<i>Description of Instrument.</i>	<i>Proper Stamp-duty.</i>
N.B.—A proxy giving power to demand a poll and vote thereat is dutiable as a power of attorney (No. 45).	

(12) Article 59 is hereby repealed and in lieu thereof shall be read the following :—

<i>Description of Instrument.</i>	<i>Proper Stamp-duty.</i>
59. <i>Transfer :</i>	
(a) Of shares in an incorporated company or other body corporate, or	
(b) Of debentures, being marketable securities, whether the debenture is liable to duty or not.	
(i) Without consideration.	Ten shillings.
(ii) In any other case.	The same duty as a Mortgage (No. 38) on the amount or value of the consideration.

<i>Description of Instrument.</i>	<i>Proper Stamp-duty.</i>
Transfer (whether with or without consideration) :—	
(c) Of any interest secured by a bond, mortgage-deed or policy of insurance :—	
(i) If the duty on such bond, mortgage-deed or policy does not exceed ten shillings.	The duty with which such bond, mortgage-deed or policy of insurance is chargeable.
(ii) In any other case.	Ten shillings.
(d) Of any trust property from one trustee to another or from a trustee to a beneficiary.	Ten shillings.
(e) Of any property under the Public Trustee's Ordinance, 1925, or any Ordinance amending or in substitution for the same, to a trustee, heir or beneficiary.	Ten shillings.
EXEMPTIONS.	
Transfers by endorsement :	
(i) Of a bill of exchange, cheque, or promissory note.	
(ii) Of a bill of lading, delivery order, warrant for goods, or other mercantile document or title to goods.	
(iii) Of a policy of insurance.	

18. The following shall be inserted as the Second Schedule to the Principal Ordinance :—

SECOND SCHEDULE.

(SEE SECTION 8A).

Rules as to Composition for Stamp Duties.

1. Every account shall be made in such form and shall contain all such particulars as the Senior Revenue Authority shall require.

2. Every account shall be a full and true account of all unstamped policies of insurance against accident issued during the quarter of a year ending on the quarterly day next preceding the delivery thereof, and of all sums of money received for or in respect of such policies so issued during that quarter, and of all sums of money received and not already accounted for in respect of any other unstamped policies of insurance against accident issued at any time before the commencement of that quarter.

3. Accounts shall be delivered to the Senior Revenue Authority within twenty days after the first day of January, the first day of April, the first day of July, and the first day of October in each year.

4. The duty shall be paid upon the delivery of the account.

OBJECTS AND REASONS.

This Bill has been drawn to co-ordinate Kenya legislation with the law in force in Uganda and Tanganyika as completely as local conditions at present permit. If the Bill becomes law there will be few differences between the Ordinances of the respective territories and these differences will be generally so small as to be practically negligible, the rates in this Colony being on the whole lower than those of the territories mentioned.

For consideration in detail of the amendments attention is directed to the comparative table.

COMPARATIVE TABLE OF CLAUSES.

Clause.	Remarks.
1.	Short title.
2.	<p>Substitution of new definitions of the terms "Bill of exchange", "Policy of insurance", and "Promissory note."</p> <p>New definitions of the terms "Bill of exchange" and "Promissory note" are required in consequence of the introduction of a local Bills of Exchange Ordinance.</p> <p>The new definition of "Policy of insurance" is intended to cover a class of insurance not contemplated or provided in the present Stamp Ordinance, and which local insurance companies are now prepared to introduce. (<i>Cf.</i> Stamp Act, 1891, section 98, as amended by the Finance Act, 1895, section 13, and the Finance Act, 1907, section 8 (i).) This new definition should be read in conjunction with the new section 8A (<i>vide</i> clause 4 of the Bill).</p>
3.	<p>Amendment of section 3 of the Principal Ordinance.</p> <p>It is desired by the Stamp Commissioners to strengthen their numbers by making provision which will enable the Commissioner of Lands, as head of the department to which the Senior Revenue Authority belongs, to be appointed a Commissioner.</p>
4.	<p>Composition for Stamp Duty on policies of insurance against accident.</p> <p><i>Cf.</i> Stamp Act, 1891, 54 and 55 Vic. c. 39 s. 116. The necessity for this new clause is explained in the note against section 2 <i>supra</i>.</p>
5.	<p>Amendment of section 16 of Principal Ordinance. This is required to agree with the new section 16 A.</p> <p><i>Cf.</i> the Stamp Act, 1891, 54 and 55 Vic. c. 39 s. 11. Provision is being made in the Rules intended to govern the over-embossing system whereby a proper denoting stamp will be brought into use.</p>
6.	<p>Addition of a new section 16 A to the Principal Ordinance.</p> <p><i>Cf.</i> the Stamp Act, 1891, 54 and 55 Vic. c. 39 s. 72. The provisions of section 16 of the Principal Ordinance render the counterpart of an instrument chargeable as a lease, though executed by the lessee only, dutiable as an "original" unless both "original" and "counterpart" are produced for stamping at the same time.</p> <p>The adoption of this proposed new section will remove this disability while at the same time strengthening the application of section 16.</p>
7.	<p>Repeal of part of section 17 of the Principal Ordinance.</p> <p>The Stamp Ordinance, as originally drafted, provided that all instruments executed in the Colony had to be stamped at or before execution. Section 17 as finally passed permits such instruments to be stamped within thirty days. The proposed amendment will bring our Ordinance into line with that of neighbouring territories.</p>

COMPARATIVE TABLE OF CLAUSES—(Contd.).

Clause.	Remarks.
8.	Substitution of new clauses (a), (b), (c) and (d) in section 34 subsection (3) of the Principal Ordinance. These amendments are consequential upon the deletion of the words "payable on demand or at not more than thirty days from sight or date" appearing in the proviso to section 17.
9, 10 & 11.	In sections 37, 42, and 43 of the Principal Ordinance, the words "bill of exchange or" were—due to an unobserved typographical error—omitted.
12.	In the Principal Ordinance application for allowance for spoiled stamps is limited to two months. The extension to six months brings our law into line with English law.
13.	Amendment of section 57 of the Principal Ordinance. Under the Stamp Ordinance, 1923, the "new debenture" referred to in this section may be stamped within thirty days of execution and a refund of the stamp on the old debenture might conceivably be applied for and made before the new debenture was actually stamped. The words "within one month" in the section are ambiguous, and it is now sought to make quite clear from what date the "one month" is to be calculated so as to insure the new debenture being stamped before the refund is made.
14.	Repeal and re-enactment of section 67 of the Principal Ordinance. <i>Cf.</i> the Stamp Act, 1891, 54 and 55 Vic. c. 39 s. 103. Experience has proved the necessity of constituting the giving of a receipt, chargeable with duty, unstamped, an offence, and in order to make the intention perfectly clear s. 103 of the Stamp Act, 1891, has been adopted as being more suitable than s. 67 of the 1923 Ordinance.
15.	Amendment of section 68 of the Principal Ordinance. The insertion of the proviso is consequential upon the addition of section 8a.
16.	Repeal and re-enactment of section 69 of the Principal Ordinance. Penalty for not drawing full number of bills or sea policies purporting to be in sets. It is now proposed to follow section 67 of the Indian Stamp Act, 1899, and Articles 13 and 47 of the Schedule thereto which permit of bills of exchange and policies of sea-insurance being drawn in sets. The Stamp Ordinance, 1923, makes the duplicate of a bill of exchange or policy of sea-insurance dutiable as a counterpart or duplicate under Article 24 of the Schedule. It has been represented that this constitutes a hardship in the case of bills of exchange of low value, as in these cases the duplicate would bear the same duty as the original. Articles 11 and 44 have accordingly been amended and section 69 recast.
17 (1).	Amendment of Article 4. This amendment is inserted to make it clear that a Statutory Declaration is liable to the same stamp duty as an Affidavit.
17 (2).	Amendment of Article 5. Contracts of service under the Employment of Natives Ordinance are exempt from duty and there appears to be no good reason why contracts under the Resident Native Labourers Ordinance, 1925, should not be exempted also.
17 (3).	The rearrangement of titles of four classes of instruments following Article 5 is to facilitate reference and make it clear that these are not included in the "Exemptions."
17 (4).	Insertion of new Article 9a. No specific provision exists for this class of instrument. The present amendment remedies the omission and is a clear guide to the public who might otherwise be in doubt.

COMPARATIVE TABLE OF CLAUSES—(Contd.).

Clause.	Remarks.
17 (5).	<p>Repeal and re-enactment of Article 11.</p> <p>The necessity for this amendment is explained in the note against section 16 <i>supra</i>.</p>
17 (6).	<p>Amendment of Article 13.</p> <p>Under the Stamp Ordinance (Chap. 57), where a mortgage is collateral to a bill of sale both instruments are chargeable with duty at the same rate as a mortgage, i.e., one quarter per centum. Where, however, a bill of sale is collateral to a mortgage the former is only chargeable with two shillings. This ambiguity is removed by the amendment and subjects a bill of sale to a duty of one-tenth per centum on the amount involved, subject to a maximum duty of ten shillings.</p>
17 (7).	<p>Amendment of Article 22.</p> <p>The proviso added is the outcome of a report by a Select Committee of Legislative Council which was adopted in Legislative Council on the 19th of September, 1924.</p>
17 (8).	<p>Insertion of a new Article 26A.</p> <p>This provision is added to cover a class of instrument not infrequently met with.</p>
17 (9).	<p>Amendment of Article 38.</p> <p>The new clause is inserted to make dutiable a class of instrument which has thus far escaped duty.</p>
17 (10).	<p>Repeal and re-enactment of Division A of Article 44.</p> <p>See note against section 16 <i>supra</i>.</p> <p>Repeal and re-enactment of Division C of Article 44.</p> <p>See note against section 2 <i>supra</i>.</p>
17 (11).	<p>Amendment of Article 49.</p> <p>This makes clear the difference between proxies and powers of attorney.</p>
17 (12).	<p>Repeal and re-enactment of Article 59.</p> <p>When this Article was drafted it had to be in a form differing from that in the Indian Stamp Act, 1899, where the words "whether with or without consideration" were correctly placed at the head of the Article. The present method of charging duty on share transfers makes the retention of these words elsewhere than indicated incongruous. There is no material alteration otherwise.</p>
18.	<p>Schedule II. Rules as to Composition for Stamp Duties.</p>

GOVERNMENT NOTICE No. 185.

AT THE COURT AT BUCKINGHAM PALACE,

The 7th day of February, 1927.

Present,

THE KING'S MOST EXCELLENT MAJESTY IN COUNCIL.

WHEREAS by an Order of His late Majesty King Edward the Seventh in Council bearing date the 22nd day of October, 1906, and entitled "the East Africa Order in Council, 1906," provision was made for the appointment of a Governor and Commander-in-Chief in and for the East Africa Protectorate and for the constitution of an Executive Council and also a Legislative Council in and for the said Protectorate :

AND WHEREAS by Article XI of the said East Africa Order in Council, 1906, it was provided that the Governor, in His Majesty's name and on His Majesty's behalf, might make and execute, under the Public Seal, grants and dispositions of any lands within the Protectorate which might be lawfully granted or disposed of by His Majesty : Provided that every such grant or disposition should be made in conformity, either with some Order in Council or law then or thereafter in force in the Protectorate, or with some Instructions which might be addressed to the Governor under His Majesty's Sign Manual and Signet, or through one of His Majesty's Principal Secretaries of State :

AND WHEREAS by an Order in Council bearing date the 11th day of June, 1920, and entitled "the Kenya (Annexation) Order in Council, 1920," the territories comprised in the East Africa Protectorate, save and excepting only such territories therein included as form part of the dominions of His Highness the Sultan of Zanzibar, were annexed to and now form part of His Majesty's dominions and are known as the Colony of Kenya :

AND WHEREAS by an Order in Council bearing date the 13th day of August, 1920, and entitled "the Kenya Protectorate Order in Council, 1920," it is provided that the territories comprised in the East Africa Protectorate other than so annexed as aforesaid shall be known as the Protectorate of Kenya :

AND WHEREAS by an Order in Council bearing date the 27th day of June, 1921, and entitled "the Kenya Colony Order in Council, 1921," it is amongst other things provided that the Governor may make grants or leases of any Crown lands in the Colony or may permit them to be temporarily occupied on such terms and conditions as he may see fit, subject to the provisions of any Ordinance :

AND WHEREAS by Article XV of the said "Kenya Protectorate Order in Council, 1920," it is provided that the Governor, in His Majesty's name and on His Majesty's behalf, may make and execute, under the Public Seal, grants and dispositions of any lands within the Protectorate which may be lawfully granted or disposed of by His Majesty : Provided that every such grant or disposition be made in conformity, either with some Order in Council or law now or hereafter in force in the Protectorate, or with some Instructions which may be addressed to the Governor under His Majesty's Sign Manual and Signet, or through one of His Majesty's Principal Secretaries of State :

AND WHEREAS the said "East Africa Order in Council, 1906," has ceased to apply to the Colony of Kenya, but still applies to the Protectorate :

AND WHEREAS doubts have arisen whether the provisions of Article XI of the said East Africa Protectorate Order in Council, 1906, should be deemed to curtail the power of the Governor and Legislative Council of Kenya to make provision for the form, execution, and conditions of grants of land in the Protectorate; and it is desirable to remove such doubts :

NOW, THEREFORE, His Majesty, by virtue and in exercise of the powers by the Foreign Jurisdiction Act, 1890, or otherwise in His Majesty vested, is pleased, by and with the advice of his Privy Council, to order, and it is hereby ordered, as follows :—

1. This Order may be cited as "the Kenya Protectorate (Disposition of Lands) Order in Council, 1927."

2. Article XI of the said East Africa Order in Council, 1906, shall be and is hereby amended by the addition of the following provision :—

"Nothing in this Article shall be deemed to affect the power of the Governor and Legislative Council to enact legislation regarding the form, execution and conditions of such grants and dispositions."

3. This Order shall be published in the Official Gazette of the Colony and Protectorate of Kenya, and shall thereupon commence and come into operation.

4. His Majesty may from time to time revoke, alter, add to, or amend this Order.

And the Right Honourable Leopold Stennett Amery, one of His Majesty's Principal Secretaries of State, is to give the necessary directions herein.

M. P. A. HANKEY.

GOVERNMENT NOTICE NO. 186

THE COMMISSIONS OF INQUIRY ORDINANCE.

(Chapter 25 of the Revised Edition of the Laws).

A COMMISSION.

WHEREAS on the 12th day of January, 1927, Edward William Macleay Grigg, Knight Commander of the Royal Victorian Order, Companion of the Most Distinguished Order of Saint Michael and Saint George, Companion of the Distinguished Service Order, upon whom His Majesty has conferred the decoration of the Military Cross, Lieutenant-Colonel in His Majesty's Army (retired), Governor and Commander-in-Chief of the Colony and Protectorate of Kenya, did, by virtue and in exercise of the powers conferred upon him by the Commissions of Inquiry Ordinance (Chapter 25 of the Revised Edition of the Laws), issue a Commission under his hand appointing Commissioners to inquire into and report on matters therein set out :

AND WHEREAS I, Geoffrey Alexander Stafford Northcote, Acting Governor's Deputy, have deemed it fit to alter the said Commission by making a further appointment thereto :

NOW, THEREFORE, I do hereby appoint KENNETH LEGGATT HUNTER, Esq., Assistant District Commissioner, to be Assistant Secretary to the said Commissioners.

AND I DO HEREBY direct that such appointment shall take effect from the 18th day of March, 1927.

GIVEN under my hand at Nairobi this 21st day of March, 1927.

G. A. S. NORTHCOTE,
Acting Governor's Deputy.

GOVERNMENT NOTICE No. 187.

THE LEGISLATIVE COUNCIL ORDINANCE.

RULES.

IN EXERCISE of the powers conferred upon him by section 29 of the Legislative Council Ordinance (Chapter 24 of the Revised Edition), His Excellency the Acting Governor in Council has been pleased to make the following Rules :—

1. These Rules may be cited as “ the Legislative Council (Amendment) Rules, 1927,” and shall be read as one with the Legislative Council Rules contained in the Second Schedule to the Legislative Council Ordinance (Chapter 24 of the Revised Edition), hereinafter called “ the Principal Rules.”

2. Rules (8) to (10) inclusive of the Principal Rules are hereby rescinded and the following substituted therefor :—

Notice inviting
claims.

“ (8) On or before the first day of January in every year a notification shall be published in the Gazette calling upon all persons desirous of having their names inserted in any register of voters to forward their claims to the proper registering officer. Such claims shall reach the registering officer before the first day of the following September. Every claim shall contain the particulars specified in rule (1) (b), and shall be signed as therein required.

Preparation of
revised
registers.

(9) (a) The registering officer shall, on or before the first day of the succeeding month of October prepare revised registers of voters.

(b) In preparing such revised registers the registering officers shall include the names of all persons appearing entitled to have their names inserted therein, and shall expunge from the registers the name of any person who is dead or who has become disqualified or has left the electoral area. The registering officer shall also correct any mistake or supply any omission which appears to have been made in the register.

(c) On completion of the registers, copies thereof shall be published in the Gazette, together with a list of all names of persons which have been expunged from the register, and notice shall be given in the principal newspapers circulating in the Colony that copies of the register, and of the list of names expunged, have been published as aforesaid, and that the registers, or copies thereof, are open for inspection at all reasonable hours of the day at the offices of the registering officers of the several electoral areas, and at such other places, if any, as shall be specified in the notice.

(10) (a) Claims and objections may be made with regard to the revised registers in the manner provided by rule (5) and within the time therein prescribed. Such claims shall be heard and determined by the registering officer in the manner provided by the said rule. Claims and objections with regard to revised register

(b) Appeals may be made to the revising officers from the decision of the registering officer in the manner provided by rule (6), and the registering officer and the revising officer shall respectively proceed as therein provided.

(c) The registering officer shall certify the revised registers in manner provided by rule (7), and the registers so certified shall come into operation on the first day of January following the publication of the register under rule (9) (a), and shall continue in operation until superseded by other revised registers.

(d) If any revised register is not prepared in due time, the register in operation immediately before the time at which the new register ought to have been prepared shall continue in operation until the new register is prepared.

(e) There shall be an appeal from the decision of the revising officer in any case to the Supreme Court."

By Command of His Excellency the Acting Governor in Council.

Nairobi,

This 28th day of March, 1927.

J. E. S. MERRICK,
Clerk to the Executive Council.

GOVERNMENT NOTICE No. 188.

CONFIRMATION OF ORDINANCES.

THE Secretary of State for the Colonies has been pleased to notify that His Majesty's power of disallowance will not be exercised with respect to the undermentioned Ordinances:—

"AN ORDINANCE TO PROVIDE FOR THE IMPOSITION AND COLLECTION OF CONSUMPTION TAXES ON WINES AND SPIRITS." (No. XXVI of 1926.)

"AN ORDINANCE TO AUTHORISE THE AGGREGATION OF SERVICE IN THE POLICE AND PRISONS SERVICES FOR THE PURPOSE OF THE AWARD OF GRATUITIES." (No. XXVIII of 1926.)

"AN ORDINANCE RELATING TO STATUTORY DECLARATIONS." (No. XXIX of 1926.)

"AN ORDINANCE TO AMEND THE INTERPRETATION AND GENERAL CLAUSES ORDINANCE." (No. XXX of 1926.)

"AN ORDINANCE TO AMEND THE CRIMINAL PROCEDURE ORDINANCE." (No. XXXI of 1926.)

"AN ORDINANCE TO APPLY A SUM OF MONEY FOR THE SERVICE OF THE YEAR ENDING THE 31ST DAY OF DECEMBER, 1927." (No. XXXII of 1926.)

By Command of His Excellency the Acting Governor.

Nairobi,

Dated the 22nd day of March, 1927.

G. R. SANDFORD,
Clerk to the Legislative Council.

GOVERNMENT NOTICE No. 189.

THE COURTS ORDINANCE.

(Chapter 5 of the Revised Edition, Section 11.)

THE NATIVE TRIBUNAL VALIDITY RULES, 1924.

AND

THE INTERPRETATION AND GENERAL CLAUSES ORDINANCE.

(Chapter 1 of the Revised Edition, Section 13.)

GOVERNMENT NOTICE No. 99 OF 1924.

APPOINTMENTS.

IN EXERCISE of the powers thereunto enabling me, I hereby grant jurisdiction to the Councils of Elders named in the Schedule annexed hereto within the areas named in the Schedule.

Nairobi,

This 17th day of March, 1927.

G. V. MAXWELL,

Chief Native Commissioner.

SCHEDULE.

COAST PROVINCE, DIGO DISTRICT.

Name of Council.	President of Council.	Area of Jurisdiction.	Remarks.
Duruma.	Kidanga wa Marua Jabu wa Mbuthia (Vice President).	The Duruma Locations of Samburu, Jomvu, Pemba, Ndavaya, Mwereni, Bundini, Mwena, Kiliboli, Kinango, Kibandaongo, Dzivani, Puma, in the area known as Southern Nyika Reserve.	Govt. Notice No. 78 of 16th Feb., 1926, is hereby cancelled.
Akamba.	Ngui wa Ithitu Ngati wa Ktutu (Vice President)	The Akamba Locations of Kirazini, Kinango, Mariakani.	Govt. Notice No. 184 of 12th June, 1916, is hereby cancelled so far as it relates to the Akamba Council of Kirazini.
Midzichenda.	Suleman Dzilali.	Wa-Digo Locations of Waa, Tiwi, Matuga, Magojoni, Ngombeni, Kiteji, Bombo and Muteza.	General Notice No. 391 of 6th May, 1924, is hereby cancelled so far as it relates to the Midzichenda Council.
Shimba.	Mbwana Mwachangoma.	The Wa-Digo Locations of Golini, Vuga, and Trans-Shimba area from Vinuni to Vidzini to Kirewe to Mwele and back to Mwalubamba.	General Notice No. 391 of 6th May, 1924, is hereby cancelled so far as it relates to Shimba Council.
Kinondo-Muhaka.	Nassoro Mungwaja.	The Wa Digo Locations of Muhaka, Matofia, Kinondo, Galu, Ukunda Diani, Nzole bounded as follows: N., Mwacheme River, S. & W., Mkurumuji River, E., Sea.	Govt. Notice No. 184 of 18th June, 1916, is hereby cancelled so far as it relates to Digo East Council.
Gwirani.	Salim Mwajereko.	The Wa-Digo Locations of Masambweni, Mafisini, Dalgube, Kikoneni Mrima, Kigomberu, Mbuguni, Mkongani bounded as follows: N., River Mkurumuji and sources of Mkanda, W., Ramisi River, S., Mwena River, E., Pungwe and Sea.	Govt. Notice No. 184 of 12th June, 1916, is hereby cancelled so far as it relates to Digo Central Council.
Shirazi.	Jecha w Rengwa.	The Settlement of Shirazi, Funzi and Aleni.	Govt. Notice No. 184 of 12th June, 1916, is hereby cancelled so far as it relates to Wa-Shirazi Council.
Pongwe Majereni.	Mohamed Nzai.	Pongwe Majereni bounded as follows:— N., Lower Ramisi River S., Mwena River E., Coast W., Crown Land.	Govt. Notice No. 184 of 12th June, 1916, is hereby cancelled so far as it relates to Wa-Segeju Council.
Wassin.	Shehe bin Fumo.	Wassin Island.	Govt. Notice No. 184 of 12th June, 1916, is hereby cancelled so far as it relates to Wassin Council.
Umba Digo.	Gunda Mwamvuno Chuo Mwabakari (Vice President)	Locations of Jega and Genja bounded as follows:— N., Mwena River; S., T. T. Boundary; E., Sea and Vanga Township boundary; W., Livunduni River.	Govt. Notice No. 184 of 12th June, 1916 is hereby cancelled so far as it relates to Digo South Council.

GOVERNMENT NOTICE No. 190.

CONFIRMATION OF ORDINANCES.

THE Secretary of State for the Colonies has been pleased to notify that His Majesty's power of disallowance will not be exercised with respect to the undermentioned Ordinances:—

“ AN ORDINANCE TO CONSOLIDATE AND AMEND THE LAW RELATING TO BANKRUPTCY.” (No. I of 1926.)

“ AN ORDINANCE TO AMEND THE REVISED EDITION OF THE LAWS OF THE COLONY IN ACCORDANCE WITH THE AMENDMENTS IN THE YEARS 1924, 1925 AND 1926 TO THE ORDINANCES NOW INCLUDED IN THE REVISED EDITION OF THE LAWS.” (No. VII of 1926.)

By Command of His Excellency the Acting Governor.

Nairobi,

Dated the 28th day of March, 1927.

G. R. SANDFORD,

Clerk to the Legislative Council.

GOVERNMENT NOTICE No. 111

MUNICIPAL CORPORATIONS ORDINANCE.

(Chapter 84 of the Revised Edition.)

I, Edward Brandis Denham, Companion of the Most Distinguished Order of Saint Michael and George, Acting Governor and Commander-in-Chief of the Colony and Protectorate of Kenya, in exercise of the powers vested in me by the Municipal Corporations Ordinance (Chapter 84 of the Revised Edition) hereby appoint H. E. Henderson, Esq., to be a Councillor of the Nairobi Municipal Council during my pleasure for a period ending on the 30th June, 1927, *vice* W. H. E. Edgley, Esq., appointed under Government Notice No. 5 of the 5th January, 1927.

Nairobi,

25th March, 1927.

E. B. DENHAM,

Acting Governor.

GOVERNMENT NOTICE No. 192

THE NATIVE AUTHORITY ORDINANCE

(Chapter 129 of the Revised Edition, Section 3 (1).)

AND

THE INTERPRETATION AND GENERAL CLAUSES ORDINANCE.

(Chapter 1 of the Revised Edition, Section 13.)

GOVERNMENT NOTICE No. 406 OF 1926.

APPOINTMENT.

IN EXERCISE of the powers thereunto enabling me, I hereby appoint the person named in the Schedule annexed hereto to be Official Headman for the area named therein.

Eldama Ravine,

This 18th day of March, 1927.

G. H. OSBORNE,

Senior Commissioner.

SCHEDULE.

BARINGO DISTRICT, KERIO PROVINCE.

Name.	Area.	With effect from	Remarks.
Tuitayek arap Cherop	Location 2	10th Mar., 1927	Vice Cherutich arap Chebon deceased. (Appointed by Government Notice No. 95 of 1926.)

GENERAL NOTICE No. 260

THE CROWN LANDS ORDINANCE, 1915.

TEMPORARY OCCUPATION OF NJORO TOWN LANDS.

NOTICE.

TENDERS in terms of rent per annum are invited for the rights to occupy temporarily the undermentioned blocks of Njoro town lands under the following conditions:—

AREA.	
Block 1	... 250 acres approximately.
„ 2, north	... 218 „ „
„ 2, south	... 186 „ „
„ 4	... 314 „ „

TERM.

Five years from 1st May, 1927, with the option to renew for a further 5 years, provided Government does not require the land for any purpose whatsoever.

RESERVATION.

The standing timber on any block.

TREES.

Two per cent. of the area of each block to be planted per annum with trees specified by the Nakuru District Committee and in positions approved by the Committee. The areas planted in accordance with the foregoing condition to be kept free of grass and weeds and protected from fire.

SWEET GRASS.

Ten per cent. of each block to be under sweet grass at the termination of the tenancy.

Plans showing the approximate boundaries of the blocks offered may be seen at the Public Map Office of the Land Department, Nairobi, or at the office of the Resident Commissioner, Nakuru.

Tenders should reach the Acting Commissioner of Lands, Nairobi, by the 6th April, 1927.

The highest or any tender will not necessarily be accepted.

Nairobi,

14th March, 1927.

H. W. BORROW,

for Acting Commissioner of Lands.

GENERAL NOTICE NO. 130.

NOTICE.

SESSIONS of His Majesty's Supreme Court of Kenya will be held at the places and on the dates hereinafter set out:—

CAUSE LIST.

NAKURU, 31ST MARCH, 1927.

- Criminal Case No. 5/27. Rex *vs.* C. L. Garvin.
 Criminal Case No. 28/27. Rex *vs.* Kipkema arap Serem.
 Criminal Case No. 33/27. Rex *vs.* KSU. 54588 Apuot s/o Odero.

Nakuru District Registry.

- Civil Case No. 11/25. Owaro s/o Fumbi *vs.* Ochola Nyapusi.
 „ „ 3/26. Wairegi Karuri *vs.* Samueli.
 „ „ 22/26. Herman Stahmer *vs.* W. A. Liss.
 „ „ 30/26. Karia Badil *vs.* Nalamuto d/o Ngoime.
 „ „ 32/26. The Rift Valley Service Garage, Ltd. *vs.* Buket bin Bilal.
 „ „ 33/26. Saudi wa Muhia *vs.* Kihura wa Muhia.
 „ „ 35/26. NKU. 0404095 Wanderi wa Kabakai *vs.* Nandia wa Ngese.
 „ „ 36/26. KBU. 489863 Wanyeri wa Warainge *vs.* Kinyanjui wa Wanyiyeri.
 „ „ 37/26. NSA. 0400490 Kipuleting arap Ruto *vs.* Arap Manyambei.
 „ „ 1/27. Zeri d/o Njeroge *vs.* Mishole wa Irage.
 „ „ 2/27. ELD. 0390405 Omari s/o Kamarial *vs.* Fatuma binti Sukar.
 „ „ 3/27. NKU. 0402227 Hamusa s/o Jaho *vs.* Kithiri wa Munyogoi.
 „ „ 4/27. KBU. 475197 Mwigai wa Thuo *vs.* Kitau wa Irage.
 „ „ 5/27. NKU. 0407091 Kiogo wa Gecheru *vs.* Kinori wa Waweru.
 „ „ 6/27. NKU. 0407822 Koma wa Muni *vs.* Komu wa Karunge.

ELDAMA RAVINE, 6TH APRIL, 1927.

- Criminal Case No. 3/27. Rex *vs.* Kamau wa Ndirangu.
 „ „ 13/27. Rex *vs.* I. Lowalau wa Limenle and 3 others.
 „ „ 18/27. Rex *vs.* Talai d/o Yator.
 „ „ 32/27. Rex *vs.* Soso wa Kiragu.

NAIVASHA, 9TH APRIL, 1927.

- Criminal Case No. 6/27. Rex *vs.* Njeroge wa Kimimia.

Nairobi,
 14th February, 1927.

D. EDWARDS,
 Registrar,
 H. M. Supreme Court of Kenya.

GENERAL NOTICE NO. 179.

NOTICE.

SESSIONS of His Majesty's Supreme Court of Kenya will be held at the places and on the dates hereinafter set out:—

NYERI, 28TH MARCH, 1927.

- Criminal Case No. 19/27. Rex *vs.* Choani wa Kethenge.
 „ „ 22/27. Rex *vs.* M'Rintuara s/o Mbaia.
 „ „ 26/27. Rex *vs.* Gakenge wa Kanyi.
 „ „ 39/27. Rex *vs.* EBU. 777838 Mtumoga s/o Mtuthambura.
 „ „ 40/27. Rex *vs.* Njeru wa Kibugwa.
 „ „ 42/27. Rex *vs.* Morage wa Mwaniki.

FORT HALL, 30TH MARCH, 1927.

- Criminal Case No. 24/27. Rex *vs.* Margerina wa Kori.
 „ „ 41/27. Rex *vs.* Shiambugi wa Njage.

Nairobi,
 24th February, 1927.

D. EDWARDS,
 Registrar,
 H. M. Supreme Court of Kenya.

GENERAL NOTICE No. 91.

NOTICE.

SESSIONS of His Majesty's Supreme Court will be held at the places and on the dates hereinafter set out:—

CAUSE LIST.

KILIFI, 9TH MARCH, 1927.

Criminal Case No. 14/27. Rex vs. Matini Oluko, Mkavirondo.
 „ „ 25/27. Rex vs. Unda wa Magolo.
 „ „ 37/27. Rex vs. KSU. 31838 Were Agunja.

MALINDI, 10TH MARCH, 1927.

Criminal Case No. 15/27. Rex vs. Karisa wa Mwarabu, Giriama.

VOI, 21ST MARCH, 1927.

Criminal Case No. 11/27. Rex vs. (1) Manyama (Mka Mwyandugu) wa Ngonga, (2) Mwahyango wa Mati, (3) Mashongu wa Kisai.

KWALE, 19TH MARCH, 1927.

Criminal Case No. 29/27. Rex vs. (1) Ndimoru wa Borasi, (2) Rasi wa Borasi, (3) Ruwa wa Mangolo.

Mombasa,
 25th January, 1927.

E. J. O'FARRELL,
Deputy Registrar, Supreme Court of Kenya.

GENERAL NOTICE No. 284.

THE BANKRUPTCY ORDINANCE, 1925.

FIRST MEETING OF CREDITORS AND PUBLIC EXAMINATION.

Debtor's name.—Jhanda Singh s/o Pahu Singh.

Address.—Nairobi.

Description.—Motor Driver.

Court.—Supreme Court, Nairobi.

Number of matter.—3 of 1927.

Date, hour and place of first meeting of creditors.—7th April, 1927, at 2 p.m. at Registrar-General's Office, Old Secretariat Building, Nairobi.

Date, hour and place of Public examination.—8th April, 1927, at 10 a.m. at Law Courts, Nairobi.

Date of order for summary administration.—24th March, 1927.

Nairobi,
 22nd March, 1927.

W. M. KEATINGE,
Official Receiver.

GENERAL NOTICE No. 285.

THE BANKRUPTCY ORDINANCE, 1925.

FIRST MEETING OF CREDITORS AND PUBLIC EXAMINATION.

Debtor's name.—Baga Singh s/o Jaimal Singh.

Address.—Gas, Narok, Masai Reserve.

Description.—General Merchant.

Court.—Supreme Court, Nairobi.

Number of matter.—No. 1 of 1927.

Date, hour and place of first meeting.—12th April, 1927, at 2 p.m. at Registrar-General's Office, Old Secretariat Building, Nairobi.

Date, hour and place of public examination.—13th April, 1927, at 10 a.m. at Law Courts, Nairobi.

Date of order for summary administration.—26th March, 1927.

Nairobi,
 25th March, 1927.

W. M. KEATINGE,
Official Receiver.

GENERAL NOTICE No. 286.

THE BANKRUPTCY ORDINANCE, 1925.

ADJUDICATION.

Debtor's name.—Ahmed Haji.

Address.—Nairobi and Embu.

Description.—Motor Driver.

Court.—Supreme Court, Nairobi.

Number of matter.—No. 2 of 1927.

Date of order.—23rd March, 1927.

Date of petition.—3rd January, 1927.

Nairobi,
 25th March, 1927.

W. M. KEATINGE,
Official Receiver.

GENERAL NOTICE No. 287.

IN HIS MAJESTY'S SUPREME COURT OF KENYA
 AT NAIROBI.

INSOLVENCY JURISDICTION.

CAUSE No. 66 OF 1921.

IN THE MATTER OF HARJI LALJI AND KANJI LALJI, TRADING
 AS HARJI LALJI AND BROTHERS, DEBTORS.

To all whom it may concern.

UPON the application, dated the 11th day of January, 1927, filed on the 14th day of January, 1927, and upon reading the affidavit of Harji s/o Lalji and Kanji s/o Lalji, the above-named insolvents, and upon hearing E. C. Harrison, Esq., Advocate, in support thereof, it is ordered that the insolvents be and they are hereby discharged forthwith, and it is further ordered that the Receiver be and he is hereby also discharged.

Given under my hand and the seal of the Court this
 18th day of March, 1927.

J. E. R. STEPHENS,
Judge,
H. M. Supreme Court of Kenya.

GENERAL NOTICE No. 288.

IN HIS MAJESTY'S SUPREME COURT OF KENYA
AT NAIROBI.
INSOLVENCY JURISDICTION.

CAUSE No. 18 of 1922.

IN THE MATTER OF RADHA KISHEN SALIGRAM, INSOLVENT.
To all whom it may concern.

UPON the application of Kanjee Naranjee, Receiver in the above cause, filed on the 5th day of March, 1927, and upon reading the affidavit of the said Kanjee Naranjee, and upon hearing V. V. Phadke, Esq., Advocate, in support thereof, it is ordered that the said Receiver be and he is hereby discharged, and it is further ordered that the Official Receiver be and he is hereby appointed Receiver of the estate.

Given under my hand and the seal of the Court this
22nd day of March, 1927.

J. E. R. STEPHENS,
Judge,
H. M. Supreme Court of Kenya.

GENERAL NOTICE No. 289.

IN HIS MAJESTY'S SUPREME COURT OF KENYA
AT NAIROBI.
INSOLVENCY JURISDICTION.

CAUSE No. 8 of 1924.

IN THE MATTER OF WALTER CHRISPIN PIERPOINT VARY.
To all whom it may concern.

UPON the application of Kanjee Naranjee, Receiver in the above cause, filed on the 5th day of March, 1927, and upon reading the affidavit of the said Kanjee Naranjee, and upon hearing V. V. Phadke, Esq., Advocate, in support thereof, it is ordered that the said Receiver be and he is hereby discharged, and it is further ordered that the Official Receiver be and he is hereby appointed Receiver of the estate.

Given under my hand and the seal of the Court this
22nd day of March, 1927.

J. E. R. STEPHENS,
Judge,
H. M. Supreme Court of Kenya.

GENERAL NOTICE No. 290.

IN HIS MAJESTY'S SUPREME COURT OF KENYA
AT MOMBASA.
INSOLVENCY JURISDICTION.

CAUSE No. 5 of 1925.

Re MOHAMED RATANSHI.*Ex parte* THE DEBTOR.

To all whom it may concern.

WHEREAS Mohamed Ratanshi, of Mombasa, Kenya Protectorate, merchant, the above-named debtor, has applied to this Court that the scheme of composition passed herein on the 14th May, 1925, be varied as follows:—(1) that the trustees of his estate appointed by the Court on the said 14th May, 1925, do hand over all books of account and re-assign to him all such outstandings (excepting that of Shs. 3,122 due by Khosla Brothers; Shs. 149/75 due by Alibhai Esmail, and Shs. 151 due by Haiderali Rajanbhai) as are not yet recovered in lieu of the debtor giving to the said trustees, eight promissory notes, each for Shs. 500 to be dated the day the application is granted and payable respectively 30, 60, 90, 120, 150, 180, 210, 240 days after the said date, on the trusts contained in the said original scheme of composition, and (2) that the debtor on his giving the trustees the said promissory notes be declared absolutely discharged from his liability in respect of all debts entered in the schedule finally framed by the Court on the 5th September, 1925.

Notice is hereby given that the said application of Mohamed Ratanshi will be heard on the 14th day of May, 1927, at 10 o'clock in the forenoon.

Dated this 22nd day of March, 1927.

ERIC T. JOHNSON,
S.R.M.,
for Deputy Registrar,
Supreme Court of Kenya.

GENERAL NOTICE No. 291.

IN HIS MAJESTY'S SUPREME COURT OF KENYA
AT NAIROBI.

PROBATE AND ADMINISTRATION.

CAUSE No. 51 of 1926.

IN THE ESTATE OF FRANK KEYES, DECEASED.

To all whom it may concern.

TAKE NOTICE that the final account in the estate of the above-named deceased, has been lodged by the administratrix, and that this Court has fixed the 27th day of April, 1927, at 2-15 p.m. for the passing of the account after which date no objections thereto will be heard.

Dated this 22nd day of March, 1927.

D. EDWARDS,
Registrar,
H. M. Supreme Court of Kenya.

GENERAL NOTICE No. 292.

PROBATE AND ADMINISTRATION.

PUBLIC TRUSTEE'S CAUSE No. 34 of 1927.

IN THE MATTER OF GOPAL KARSAN, DECEASED.

To all whom it may concern.

TAKE NOTICE that all persons having any claims against the estate of the above-named Gopal Karsan, who died at Nairobi on the 6th day of March, 1927, are required to prove such claims before me the undersigned on or before the 30th day of May, 1927, after which date the claims so proved will be paid and the estate distributed according to law.

Nairobi,
24th March, 1927.

W. M. KEATINGE,
Public Trustee

GENERAL NOTICE No. 293.

PROBATE AND ADMINISTRATION.

PUBLIC TRUSTEE'S CAUSE No. 35 of 1927.

IN THE MATTER OF MWINYI BIN BAISA, DECEASED.

To all whom it may concern.

TAKE NOTICE that on or after the 13th day of April, 1927, I intend to apply to the Supreme Court of Kenya at Nairobi, for an order to administer the estate of the above-named Mwinyi bin Baisa, who died at Kisauni-Mombasa on the 15th day of January, 1927.

Nairobi,
25th March, 1927.

W. M. KEATINGE,
Public Trustee.

GENERAL NOTICE No. 294.

PROBATE AND ADMINISTRATION.

PUBLIC TRUSTEE'S CAUSE No. 36 of 1927.

IN THE MATTER OF SAID BIN SHAIB MSURI, DECEASED.

To all whom it may concern.

TAKE NOTICE that on or after the 13th day of April, 1927, I intend to apply to the Supreme Court of Kenya at Nairobi, for an order to administer the estate of the above-named Said bin Shaib Msuri, who died at Matondoni-Lamu on the 30th day of April, 1926.

Nairobi,
28th March, 1927.

W. M. KEATINGE,
Public Trustee.

GENERAL NOTICE No. 295.

IN HIS MAJESTY'S SUPREME COURT OF KENYA
AT NAIROBI.

CAUSE No. 63 OF 1927.

IN THE MATTER OF LAMBERTS, LIMITED, AND REDUCED,
AND

IN THE MATTER OF THE COMPANIES ORDINANCE.

NOTICE is hereby given that a petition was on the 11th day of March, 1927, presented to His Majesty's Supreme Court of Kenya at Nairobi, for the confirmation of the reduction of the capital of the above-named Company from Rupees 450,000 to Shillings 15,000, and notice is hereby further given that the said petition is directed to be heard by the said Court on the 6th day of April, 1927. Any person interested in the said Company whether as a creditor or otherwise desirous of opposing the making of an order for a confirmation of the said reduction of capital, should appear at the time of hearing by himself or his advocate for the purpose, and a copy of the said petition will be furnished to any such person requiring the same by the undersigned on payment of the regulated charge for the same.

HAMILTON, HARRISON & MATHEWS,
Solicitors for the said Company, Nairobi.

GENERAL NOTICE No. 296.

PROBATE AND ADMINISTRATION.

CAUSE No. OF 1927.

IN THE MATTER OF THE ESTATE OF JEREMIAS CORNELIUS
JOHANNES OLIVIER, DECEASED.

To all whom it may concern.

PURSUANT to an order of the District Delegate's Court, at Eldoret, dated the 23rd day of March, 1927, in which Catharina Magdalena Olivier (born du Preez), of the Trans Nzoia District of the Colony of Kenya, was appointed the executrix of the above deceased, who died on the 12th day of July, 1926.

TAKE NOTICE that all persons having any claims against the said estate are required to lodge and prove such claims before me the undersigned on or before the 25th day of April, 1927, after which date only the claims so proved will be paid and the estate distributed according to law.

Dated at Eldoret this 24th day of March, 1927.

W. A. SHAW,
Advocate for the Executrix.

GENERAL NOTICE No. 297.

THE REGISTRATION OF TRADE MARKS
ORDINANCE.

APPLICATION No. 42/27.



To all whom it may concern.

TAKE NOTICE that an application for the registration of the Trade Mark shown above in Class 1 of Part III of the Schedule to the above-mentioned Ordinance, in respect of chemical substances used in manufactures, photography, or philosophical research and anti-corrosives, has been lodged by John Paterson and Company, Limited, of Clensel Works, Henrietta Street, Glasgow, E., Scotland; Manufacturers, whose address for service in the Colony is F. Hopley, Esq., Advocate, Nairobi.

Registration is not claimed under the special provisions of paragraph 5 of Section 7 of the said Ordinance in regard to names, signatures or words.

The said Trade Mark will be registered after the expiration of the period mentioned in Section 13 of the said Ordinance, provided no notice of opposition is received.

A specimen of the Trade Mark the registration of which is applied for can be seen at the office of the undersigned at Nairobi.

Nairobi,

15th March, 1927.

W. M. KEATINGE,
Registrar of Trade Marks.

GENERAL NOTICE No. 298.

DISSOLUTION OF PARTNERSHIP.

NOTICE is hereby given that the partnership lately subsisting between Bernard Hendry Myers and Natha Singh, at Nairobi and Kitale, in the Colony of Kenya, under the style or firm of B. H. Myers & Co., was dissolved on the 22nd day of March, 1927, by the retirement of the said Natha Singh from the said Nairobi firm, and the said B. H. Myers from the Kitale firm.

The Nairobi firm will be carried on by the said B. H. Myers from this date on his own account under the name of B. H. Myers & Co., and the Kitale firm under the name of Natha Singh on his own account.

All debts now due to or owing by the said B. H. Myers & Co., of Nairobi, will be received and paid by the said Bernard Hendry Myers, and those of the Kitale firm of B. H. Myers & Co., by Natha Singh.

Dated this 22nd day of March, 1927.

B. H. MYERS.

NATHA SINGH.

A. F. MACRAE,
Advocate, Nairobi.

A. NEWTON,
Advocate, Nairobi.

GENERAL NOTICE No. 299.

NOTICE.

IN THE MATTER OF THE COMPANIES ORDINANCE, 1921,

AND OF

THE KISUMU HOTEL CO., LTD.

(IN LIQUIDATION).

NOTICE is hereby given that a general meeting of the above named Company will be held at my offices, Nakuru, on Monday, the 2nd day of May, 1927, at 2-30 p.m. precisely, for the purpose of having the account of the liquidator, showing the manner in which the winding up has been conducted and the property of the Company disposed of, laid before such meeting, and of hearing any explanation that may be given by the liquidator.

Dated this 23rd day of March, 1927.

HAROLD THACKRAH,
Liquidator.

GENERAL NOTICE No. 300

NOTICE.

IN THE MATTER OF GUNNERS VENTURE, LIMITED.

(IN LIQUIDATION).

TAKE NOTICE that pursuant to Section 186 of the Indian Companies Act, 1882, a general meeting of the members of the above-named Company will be held at the offices of W. C. Hunter & Co., Sixth Avenue, Nairobi, on Monday, the 25th April, 1927, at 10 o'clock in the forenoon, for the purpose of having an account laid before them showing the manner in which the winding up has been conducted and the property of the Company disposed of, and of hearing any explanation that may be given by the liquidator, and also of determining by extraordinary resolution the manner in which the books, accounts and documents of the Company and of the liquidator shall be disposed of.

Dated the 21st March, 1927.

R. NICHOLSON,
Liquidator.

GENERAL NOTICE No. 301

NOTICE.

THE STANDARD BANK OF SOUTH AFRICA, LIMITED.

SIGHT Draft No. 10/20, dated 17th May, 1926, in favour of Mrs. C. W. Straub for £5, drawn by the Standard Bank of South Africa, Ltd., Nakuru, on their Pretoria Branch.

The above-mentioned draft has been reported lost, and it is our intention to issue a duplicate thereof if it is not produced within one month from date hereof.

Nakuru,

22nd March, 1927.

Standard Bank of South Africa, Ltd.,

A. CHEESMAN,
Manager.

GENERAL NOTICE No. 302

NOTICE.

NOTICE is hereby given that the undermentioned goods will be sold by public auction at the Custom House, Mombasa, on the 2nd May, 1927, if not cleared before that date and the proceeds will be applied first to the payment of freight and charges and next of duties.


The surplus, if any, will be paid to the proprietor of the goods on his application in writing for the same within twelve months from the date of sale, but if on expiration of that date no such application shall have been received the surplus will be forfeited and shall be applied as if it had originally been paid as duty due and payable.

Custom House,
Mombasa, 19th March, 1927.

E. G. BALE,
Ag. Commissioner of Customs, Kenya and Uganda.

UNCLAIMED CARGO LYING IN THE KING'S WAREHOUSE, KILINDINI, OVER FOUR MONTHS
AND TWENTY-ONE DAYS.

FOR SALE ON 2ND MAY, 1927.

Date.	Steamer.	Marks and Numbers.	No. & Description of Packages.
1926		V Y	
17th Nov.	Perla, Europe		1 case merchandise
25th Nov.	Matiana, Europe	Nil	12 loose C I. sheets
29th Dec.	Jagersfontein, Europe	K. & S. 199/200	2 cases merchandise

UNCLAIMED BAGGAGE LYING IN THE KING'S WAREHOUSE, KILINDINI, OVER FOUR MONTHS
AND TWENTY-ONE DAYS.

FOR SALE ON 2ND MAY, 1927.

Date.	Steamer.	Marks and Numbers.	Nos. & Description of packages.
1926			
23rd Oct.	Khandalla, Bombay	Figueredo	2 bottles Goa liqueurs
25th Nov.	Matiana, Europe	W. E. Wilson	1 cask merchandise
		F. B. Colburn	1 case merchandise
		Nil	1 bag merchandise
3rd Dec.	Karapara, Bombay	Nil	1 bundle chairs
10th „	Unknown	B. M O K	1 chair
		Mrs. Seaton	1 chair
		Miss Inskter	1 chair

UNCLAIMED CARGO, LYING IN THE KING'S WAREHOUSE, MOMBASA, OVER FOUR MONTHS
AND TWENTY-ONE DAYS.

FOR SALE ON 2ND MAY, 1927.

Date.	Steamer.	Marks and Numbers	Nos. & Description of packages.
1926			
6th Aug.	Usambara, Europe	H. M. G. or H. W. C. No. 801	1 case motor parts

GENERAL NOTICE No. 303.

COMPARATIVE STATEMENT SHOWING THE QUANTITY AND VALUE OF THE PRINCIPAL ARTICLES IMPORTED INTO KENYA AND UGANDA AND CLEARED FOR HOME CONSUMPTION DURING THE YEARS 1925 AND 1926, ALSO ACTUAL HOME CONSUMPTION CLEARANCES IN UGANDA DURING THE SAME PERIODS.

March 30, 1927.

THE OFFICIAL GAZETTE

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ARTICLES.		COMBINED IMPORTS OF KENYA AND UGANDA.				IMPORTS INTO UGANDA ONLY.			
		1925.		1926.		1925.		1926.	
		Quantity.	Value.	Quantity.	Value.	Quantity.	Value.	Quantity.	Value.
			£		£		£		£
Rice	Cwts.	147,505	150,315	142,153	145,241	7,174	7,332	16,923	19,376
Wheat meal and flour	"	53,557	56,364	58,257	57,929	11,694	11,868	12,212	13,105
Ale, Beer, Stout, etc.	Imp. Gals.	100,093	22,066	109,503	23,751	18,823	4,192	20,617	4,680
Coffee, raw	Cwts.	110,848	509,787	123,343	558,947	..	..	..	..
Ghee	"	7,309	42,685	7,099	49,838	237	1,133	2,060	15,256
Whisky	Proof Gals.	50,623	72,685	56,937	82,322	9,541	13,016	11,343	16,062
Sugar	Cwts.	27,161	32,475	19,567	20,865	172	237	162	175
Tea	"	6,934	72,171	6,901	72,761	1,679	18,217	1,556	16,208
Other articles of food and drink	Value	..	261,452	..	320,398	..	54,550	..	68,630
Tobacco, cigars and cigarettes	Lbs.	1,110,638	164,984	1,440,192	198,986	604,343	78,754	727,331	89,463
Coal	Tons	60,883	92,084	44,026	76,279	32	54	..	..
Cotton	Centals of 100 lbs.	32,375	196,849	48,815	202,750	..	..	..	..
Sisal fibre.. .. .	Tons	234	8,983	410	16,471	..	..	..	..
Hides, dry and dry salted	Cwts.	29,305	130,634	21,768	72,965†	452†	1,139	214	628
Skins, sheep and goat	Nos.	435,612	27,854	407,941	21,837†	36†	2	22	2
Ivory, elephant	Cwts.	203	9,757	121	5,767†	166†	6,780	125	5,239
Other raw materials and articles mainly unmanufactured	Value	..	209,485	..	301,092	..	2,182	..	8,939
Coke	Tons	62	379	39	254	8	41	9	46
Chinaware, etc.	Value	..	23,623	..	20,479	..	7,894	..	5,078
Glass and glassware	"	..	19,761	..	25,837	..	6,343	..	5,167
Cement, building	Tons	8,245	36,833	12,600	55,346	1,886	8,448	2,712	12,296
Other manufactured, mining and quarry products	"	187	4,150	363	5,984	17	525	18	414
Iron sheets, galvanised and corrugated	"	3,932	83,107	5,853	120,251	2,329	48,992	2,121	43,363
Hollow-ware, enamelled	"	394	34,276	398	32,077	267	23,659	177	14,961
Other iron and steel manufactures	"	7,675	198,083	8,337	196,608	3,328	71,138	1,355	30,970
Non-ferrous metals and manufactures thereof	"	1,257	99,679	1,209	84,615	129	26,243	94	16,602
Cutlery, hardware, instruments and implements	Value	..	244,622	..	202,089	..	78,001	..	51,866
Electrical goods and apparatus	"	..	31,969	..	24,516	..	1,425	..	1,239
Machinery	Tons	3,753	382,287	3,138	300,592	1,776	196,376	1,075	100,116
Manufactures of wood and Timber	Value	..	42,867	..	46,919	..	5,123	..	5,935
Cotton Piece Goods:—									
Grey, unbleached	Cwts.	44,004	..	39,435	..	28,309	..	21,147	..
Bleached	Yards	16,537,887	409,700	14,195,314	323,127	9,463,299	233,439	6,532,535	154,752
Printed	"	3,295,217	114,848	2,767,405	86,555	2,727,895	94,292	2,027,312	63,710
Dyed in the piece	"	3,519,385	132,912	2,519,107	92,310	1,348,885	49,557	995,692	35,194
Coloured	"	5,874,161	304,798	3,769,385	193,722	7,129,172	376,630	3,774,620	201,164
Cotton Blankets	"	6,453,525	264,849	5,759,564	213,798	1,386,749	66,839	1,751,964	76,844
.. thread	Nos.	2,569,414	311,015	1,543,286	173,368	1,049,799	126,503	571,332	68,023
.. yarns	Lbs.	81,623	15,530	78,437	14,398	35,497	6,949	31,724	5,838
.. manufactures unspecified	"	46,016	3,785	49,124	2,809	..	..	..	..
Woollen and Worsted Yarns and manufactures.	Value	..	47,077	..	45,147	..	6,564	..	6,265
Silk and Silk manufactures	"	..	41,668	..	39,417	..	19,912	..	11,512
Cordage, ropes, twine, etc.	"	..	34,987	..	30,088	..	13,699	..	10,743
Jute bags and sacks	Cwts.	5,811	14,645	7,333	17,661	1,271	3,205	1,025	2,494
	Doz.	349,241	..	380,752	..	96,028	..	67,126	..
	Cwts.	86,859	227,493	95,140	233,056	23,713	62,480	16,321	44,724

COMPARATIVE STATEMENT OF IMPORTS—Contd.

ARTICLES.		COMBINED IMPORTS OF KENYA AND UGANDA.				IMPORTS INTO UGANDA ONLY.			
		1925.		1926.		1925.		1926.	
		Quantity.	Value.	Quantity.	Value.	Quantity.	Value.	Quantity.	Value.
Jute Piece Goods	Yards	1,497,156	£ ..	1,033,018	£ ..	1,257,057	£ ..	840,450	£ ..
Linen Piece Goods and manufactures	Cwts.	8,918	35,025	6,366	23,198	8,001	25,865	5,538	20,752
Other textile manufactures	Value	..	19,776	..	21,149	..	1,176	..	2,341
Wearing apparel and Haberdashery	"	..	38,590	..	32,877	..	18,437	..	18,312
Chemicals, Drugs, Dyes and Colours	"	..	136,068	..	130,658	..	64,839	..	40,131
Candles	"	..	71,982	..	83,138	..	10,749	..	14,202
Fuel oil	Cwts.	634	2,730	493	1,907	99	445	77	347
Lubricating Oils	Imp. Gals.	8,217,403	139,455	5,731,483	77,280	7,749	128	20,048	320
" Greases	"	421,083	71,399	362,628	52,376	206,024	34,876	109,757	17,080
Motor spirit	Cwts.	2,623	5,712	2,642	4,643	216	467	435	892
Mineral oil, illuminating or burning	Imp. Gals.	1,979,059	157,506	2,570,493	158,958	885,340	70,499	881,788	65,333
Soap, common	"	1,483,106	69,439	1,712,266	67,523	504,771	18,929	542,194	24,676
" toilet	Cwts.	30,578	61,524	13,641	30,985	17,702	34,559	5,924	13,630
Other Oils, Fats, Resins and manufactures thereof	Value	..	18,579	..	14,337	..	8,633	..	5,330
Leather and manufactures thereof	"	..	5,600	..	4,243	..	997	..	819
Paper, cardboard and Stationery	"	..	19,800	..	26,663	..	7,000	..	4,616
Cycles (not motor)	"	..	66,110	..	69,578	..	22,954	..	18,238
Motor cars	Nos.	23,938	185,024	11,629	94,100	20,821	158,022	10,409	83,814
" car parts and accessories	"	1,558	274,143	1,403	250,453	234	40,801	222	41,923
" lorries and tractors	Value	..	51,574	..	73,741	..	15,213	..	14,442
" " parts, etc.	Nos.	1,568	245,228	1,135	224,949	451	85,525	292	59,500
" cycles, sidecars and tricars	Value	..	33,384	..	49,058	..	24,599	..	17,517
" " parts, etc.	Nos.	984	43,772	602	25,377	546	24,868	336	14,282
Other engines, vehicles and carriages, including ships, lighters and boats	Value	..	7,066	..	9,220	..	3,014	..	2,834
Tyres and tubes for motor cars and motor cycles	"	..	97,521	..	75,878	..	24,636	..	18,244
Tyres and tubes for power lorries	Nos.	42,803	54,497	35,890	52,426	13,814	18,568	11,885	18,694
" " other	"	7,755	27,992	6,949	27,506	2,482	8,889	1,494	5,402
Rubber manufactures, unspecified	"	82,858	12,082	126,415	23,248	78,243	11,867	100,683	19,091
Miscellaneous articles; mainly or wholly manufactured	Value	..	3,292	..	7,564	..	915	..	2,873
Animals, not for food	"	..	340,386	..	362,063	..	111,896	..	104,083
Parcels post	Nos.	998	14,228	1,339	10,222	4	7	6	15
Bullion and specie on private account	Value	..	343,357	..	372,460	..	94,658	..	87,362
	"	..	223,034	..	173,649	..	..	..	..
GRAND TOTAL HOME CONSUMPTION IMPORTS ..	£	..	8,061,448	..	7,440,649	..	2,677,764	..	1,964,174
Compared with 1925, decreases are .. .. .		..	..	..	£620,799	..	..	..	£713,590

* Items marked thus, mainly refer to Imports from Tanganyika Territory and which are intended for subsequent re-exportation.

These Imports totalled during 1925 £ 1,187,960

" " " " 1926 £ 1,278,818

An increase of £90,858

Such imports do not enter Uganda.

† Imports into Uganda are either by direct consignment or from open stocks held in Kenya.

‡ Hides, Skins and Ivory imported into Uganda from Belgian Congo.

GENERAL NOTICE No. 304.

(II).—COUNTRIES OF ORIGIN OF TRADE GOODS IMPORTED INTO KENYA AND UGANDA DURING THE YEARS 1925 AND 1926.

COUNTRIES OF ORIGIN.	1925.		1926.	
	Value.	Relative percentage.	Value.	Relative percentage.
GREAT BRITAIN	£ 3,068,192	38.06	£ 2,762,178	37.12
BRITISH POSSESSIONS :				
India and Burmah	878,745	10.90	757,847	10.19
Ceylon	10,600	0.13	19,236	0.26
Mauritius	4,127	0.05	307	..
Zanzibar	11,722	0.14	6,402	0.09
Union of South Africa	137,889	1.71	104,388	1.40
Australia	5,805	0.07	11,824	0.16
Tanganyika Territory	1,187,960	14.74	1,278,818	17.19
Other British Possessions	256,532	3.18	98,655	1.32
TOTAL, BRITISH POSSESSIONS	£ 2,493,380	30.92	2,277,477	30.61
GRAND TOTAL, BRITISH EMPIRE	£ 5,561,572	68.98	5,039,655	67.73
FOREIGN COUNTRIES :				
Austria	22,005	0.27	27,309	0.35
Belgium	90,433	1.12	99,054	1.33
China	32,909	0.40	34,431	0.46
Czecho-Slovakia	13,695	0.16	20,643	0.28
France	90,756	1.12	101,550	1.37
Germany	420,920	5.22	275,125	3.70
Holland	437,749	5.43	354,349	4.77
Italy	49,118	0.69	59,265	0.80
Japan	312,536	3.87	290,048	3.90
Norway	6,351	0.07	4,163	0.06
Sweden	50,480	0.62	49,890	0.67
Switzerland	20,842	0.25	26,270	0.35
Other European Countries	8,496	0.10	15,022	0.20
Other Asiatic and African Countries	220,914	2.74	293,646	3.95
United States of America	721,146	8.94	748,636	10.06
Miscellaneous Ports of America	1,526	0.02	1,563	0.02
TOTAL, FOREIGN COUNTRIES	2,499,876	31.02	2,400,994	32.27
GRAND TOTAL	£ 8,061,448	100.00	£ 7,440,649	100.00

E. G. BALE,

Act. Commissioner of Customs, Kenya and Uganda.

COMPARATIVE STATEMENT SHOWING THE QUANTITY AND VALUE OF THE PRINCIPAL DOMESTIC EXPORTS OF KENYA AND UGANDA DURING THE YEARS 1925 AND 1926. ALSO SHOWING SEPARATE DETAILS OF EACH TERRITORY'S DOMESTIC EXPORTS FOR THE SAME PERIODS.

ARTICLES.			COMBINED DOMESTIC EXPORTS OF KENYA AND UGANDA.				DOMESTIC EXPORTS OF KENYA.				DOMESTIC EXPORTS OF UGANDA.			
			1925.		1926.		1925.		1926.		1925.		1926.	
			Quantity.	Value.	Quantity.	Value.	Quantity.	Value.	Quantity.	Value.	Quantity.	Value.	Quantity.	Value.
Wheat	Cwts.	572	£ 448	33½	22	572	£ 448	33½	22	..	£ ..	..	..	..
Maize	"	1,219,076	416,964	929,178½	280,596	1,219,076	416,964	929,178½	280,596	..	..	..	..	..
Rice	"	71	74	35	48	70	73	35	48	1	1	..	..	..
Millet	"	1,766	854	4,573	2,752	1,766	854	4,573	2,752	..	..	..	..	..
Other grain	"	4,141	2,612	5,774	2,333	4,136	2,607	5,774	2,333	5	5	..	..	..
Pulse	"	23,826	16,221	28,570	20,355	23,826	16,221	28,570	20,355	..	..	..	..	..
Dhall	"	33	58	27	44	26	46	26	41	7	12	1	3	..
Wheat meal and flour	"	1,905	1,659	3,343½	3,424	1,829	1,588	3,308	3,385	76	71	35	39	..
Maize meal and flour	"	35,467	18,275	70,242	38,057	35,376	18,232	70,240	38,056	91	43	2	1	..
Other meal and flour	"	26	14	9	10	21	9	9	10	5	5	..	..	..
Bran	Tons	615	3,155	348	1,924	615	3,155	348	1,924	..	..	..	..	..
Cake, oil seed, other	"	260	1,725	499	2,928	260	1,725	499	2,928	..	..	..	..	..
Hay and forage	"	62	301	24	47	62	301	24	47	..	..	..	..	..
Bacon and Ham	Cwts.	91	892	139	1,367	91	892	139	1,367	..	..	..	..	..
Meat, tinned, canned, etc.	"	21	151	3½	33	21	151	3½	33	..	..	..	..	..
Cattle for food	Nos.	3,143	9,321	1,253	4,273	3,143	9,321	1,253	4,273	..	1	..	..	..
Sheep and goats for food	"	11,502	6,908	6,614	4,789	11,502	6,908	6,614	4,789	..	..	..	..	..
Ale, Beer, Stout, etc.	Imp. Gals.	183	80	112	50	183	80	112	50	..	..	..	..	..
Beche-de-Mer	Cwts.	622	1,322	393	1,118	622	1,322	393	1,118	..	..	..	..	..
Butter	"	374	2,158	792	7,389	374	2,158	792	7,389	..	..	..	..	..
Cheese	"	189	1,062	180	1,456	189	1,062	180	1,456	..	..	..	..	..
Chillies	"	2,302	2,997	1,574½	2,289	44	62	329	575	2,258	2,935	1,245½	1,714	..
Cocoa, raw	"	115	311	10	18	..	..	..	..	115	311	10	18	..
Coffee, raw	"	177,141	963,920	174,131	895,080	147,257	823,901	140,920	747,195	29,884	140,019	33,211	147,885	..
" prepared	"	17	121	34	258	17	121	34	258	..	..	..	..	..
Fish, salted, pickled or dried	"	319	681	195	207	319	681	195	207	..	..	..	..	..
Fruit, fresh	Value	..	532	..	157	..	532	..	153	..	..	..	..	4
Garlic and Onions, not preserved	Cwts.	304	623	192½	485	159	275	99¾	245	145	348	92¾	240	..
Ghee	"	62	420	54½	448	62	420	52½	436	..	..	2	12	..
Lard and its compounds, etc.	"	5	44	½	6	5	44	½	6	..	..	..	..	..
Potatoes	"	35,759	7,915	49,018½	10,994	35,759	7,915	49,018½	10,994	..	..	..	..	..
Provisions, fresh	Value	..	134	..	119	..	121	..	112	..	13	..	7	..
Salt, other	Cwts.	88	29	41	19	18	4	..	..	70	25	41	19	..
Sugar (jaggery)	"	627	442	652	513	289	197	379	299	338	245	273	214	..
" other (refined)	"	9,324	16,858	23,187½	30,853	5,271	9,417	21,932½	29,254	4,053	7,441	1,255	1,599	..
Other articles of food and drink	Value	..	734	..	887	..	733	..	876	..	1	..	11	..
Tobacco, unmanufactured	Lbs.	9,782	141	20,583	274	9,782	141	20,583	274	..	..	..	..	..
Cedar Wood	Cub. Ft.	56,151	20,889	43,484	17,278	56,151	20,889	43,484	17,278	..	..	..	..	..
Mangrove Poles	Nos.	638,238	10,034	378,592	6,188	638,238	10,034	378,592	6,188	..	..	..	..	..
Wood and Timber, fine	Cub. Ft.	10	2	2,135	1,030	10	2	2,135	1,030	..	..	..	..	..
Timber, hewn and sawn	"	1,147	296	2,766	829	1,147	296	2,748	824	..	..	18	5	..
" other sorts	"	12,127	1,821	48,720	4,412	11,630	1,746	47,066	4,103	497	75	1,654	309	..
Carbonate of soda	Tons	48,306	213,680	19,427	87,426	48,306	213,680	19,427	87,426	..	..	..	..	..
Other Non-Metalliferous, Mining and Quarry Products	"	20	185	50	234	20	185	50	233	..	..	..	1	..
Metalliferous Ores, Non-Ferrous	Value	..	5,995	..	903	..	5,995	..	903	..	..	..	..	..
Cotton, raw	Centals of 100 Lbs.	785,849	4,694,339	724,699½	3,056,940	1,696	8,347	1,261½	5,149	784,153	4,685,992	723,438	3,051,791	..

COMPARATIVE STATEMENT OF EXPORTS—Contd.

ARTICLES.	COMBINED DOMESTIC EXPORTS OF KENYA AND UGANDA.				DOMESTIC EXPORTS OF KENYA.				DOMESTIC EXPORTS OF UGANDA.			
	1925.		1926.		1925.		1926.		1925.		1926.	
	Quantity.	Value.	Quantity.	Value.	Quantity.	Value.	Quantity.	Value.	Quantity.	Value.	Quantity.	Value.
Flax, fibre	Tons	£	£	£	£	£	£	£	£	£	£	£
„ tow	141	8,867	45	2,706	141	8,867	45	2,706	..	..	..	..
Sisal, fibre	181	6,766	81½	3,260	181	6,766	81½	3,260	..	..	..	..
„ tow	13,623	517,608	14,152	562,438	13,623	517,608	14,152	562,438	..	..	..	..
Seeds, castor	740	13,521	776	17,061	740	13,521	776	17,061	..	..	..	..
„ cotton	76	1,560	18½	399	76	1,560	18½	399	..	..	..	..
„ flax (linseed)	21,958	122,965	35,365	194,915	31	174	5	28	21,927	122,791	35,360	194,887
„ sesame	242	3,776	86½	1,244	242	3,776	86½	1,244	..	..	..	..
„ other	3,244	69,371	3,799½	80,689	3,030	64,849	3,605	76,559	214	4,522	194	4,130
Copra	149	1,686	18	168	149	1,686	18	168	..	..	..	..
Groundnuts	1,565	35,915	1,104	25,763	1,565	35,915	1,104	25,763	..	..	..	..
Cocoanuts	951	20,001	2,233	36,966	910	19,181	1,853	30,941	41	820	380	6,025
Gums	58	365	91	595	58	365	91	595	..	..	..	..
Beeswax	Cwts.	236	1,275	420	1,807	236	1,275	420	1,807	..	..	..
Oil, Coconut	887	6,518	461	3,460	887	6,518	461	3,460	..	..	..	..
„ Sesame	Imp. Gals.	215	63	295	89	215	63	295	89	..	..	..
Hides, dry and dry salted	Cwts.	11,016	3,013	18,757	5,534	11,016	3,013	18,757	5,534	..	..	..
Skins, sheep and goat	Cwts.	69,092	297,901	59,270	207,781	62,064	268,057	51,631	180,423	7,028	29,844	7,639
„ other animals	Nos.	880,774	58,569	1,078,935	60,654	825,424	54,605	990,185	55,480	55,350	3,964	88,750
Rubber, Plantation, raw	Centals of 100 Lbs.	3,617	2,483	3,790	3,892	3,617	2,483	3,790	3,892	..	..	..
„ wild	7,992	68,276	13,629	136,624	..	..	68	1,005	7,992	68,276	13,561	135,619
Mangrove Bark .. .. .	..	730	4,434	284	1,637	661	4,005	284	1,637	69	429	..
Wattle bark	Cwts.	17,944	4,160	5,229	1,063	17,944	4,160	5,229	1,063	..	..	..
„ extract .. .. .	..	62,817	19,669	36,537	13,702	62,817	19,669	36,537	13,702	..	..	..
Charcoal, wood .. .. .	..	9,203	5,163	12,396	11,156	9,203	5,163	12,396	11,156	..	..	..
Hippopotamus teeth	Tons	288	215	181	296	288	215	181	296	..	..	..
Ivory, elephant	Cwts.	3	42	14	132	2½	33	5	46	9	9	86
Kapok .. .. .	..	597	55,852	474½	41,396	290	27,317	272½	23,108	307	28,535	202½
Plants, bulbs shrubs and trees	Tons	2	75	7	586	2	75	7	586	..	..	..
Rhinoceros horns	Value	..	33	..	34	..	33	..	34	..	..	..
Shells, marine	Cwts.	7	538	19½	2,323	6	452	15½	1,977	1	86	4
„ tortoise	Tons	295	1,874	238	1,375	295	1,874	238	1,375	..	..	..
Wool	Cwts.	5½	576	2	129	5½	576	2	129	..	..	..
Other Raw Materials and Articles mainly un- manufactured .. .. .	..	4,929	37,776	7,454	62,450	4,929	37,776	7,454	62,450	..	..	..
Soap, common	Value	..	4,609	..	5,018	..	4,263	..	4,936	..	346	..
Other Articles, wholly or mainly manufactured	Cwts.	895	2,036	4,453	9,015	895	2,036	4,453	9,015	..	..	82
Animals, not for food :—	Value	..	12,452	..	16,512	..	12,401	..	16,334	..	51	..
Bulls	Nos.	5	30	8	75	5	30	8	75	..	..	..
Cows .. .. .	..	138	1,402	111	1,754	138	1,402	111	1,754	..	..	..
Calves .. .. .	..	85	385	1	1	85	385	1	1	..	..	..
Other animals .. .. .	..	253	2,627	120	1,125	253	2,627	120	1,125	..	..	..
Gold Bullion	Oz. Troy	..	..	1,078	3,700	..	..	1,078	3,700	..	..	..
TOTAL .. £	..	7,821,844	..	6,010,386	..	2,724,629	..	2,414,341	..	5,097,215	..	3,596,045
Decreases on 1925	..	..	£	1,811,458	..	..	£	310,288	..	..	£	1,501,170

March 30, 1927.

THE OFFICIAL GAZETTE

GENERAL NOTICE No. 306.

(IV.)—COUNTRIES OF DESTINATION FOR DOMESTIC PRODUCTS EXPORTED FROM KENYA AND UGANDA DURING THE YEARS 1925 AND 1926.

COUNTRIES OF DESTINATION.	1925.		1926.	
	Value.	Relative percentage.	Value.	Relative percentage.
GREAT BRITAIN	£ 4,410,544	56.39	£ 2,976,990	49.53
BRITISH POSSESSIONS :				
India and Burmah	1,925,559	24.62	1,285,224	21.39
Zanzibar	54,810	0.70	45,955	0.76
Union of South Africa	79,625	1.02	72,373	1.20
Australia	3,151	0.04	29,651	1.50
Tanganyika Territory	67,741	0.86	114,437	1.90
Other British Possessions	14,371	0.18	24,980	0.42
*TOTAL, BRITISH POSSESSIONS	2,145,257	27.42	1,572,620	26.17
TOTAL, BRITISH EMPIRE	6,555,801	83.81	4,549,610	75.70
FOREIGN COUNTRIES :				
Arabia	10,748	0.14	11,194	0.19
Belgian Congo	1,475	0.02	1,018	0.02
Belgium	275,113	3.52	326,717	5.44
*Egypt	31,226	0.40	64,453	1.07
France	102,302	1.31	153,417	2.55
Germany	195,915	2.50	73,507	1.22
Holland	122,851	1.58	104,138	1.73
Italian East Africa and Colonia Erytra	69,579	0.89	46,586	0.77
Italy	125,179	1.60	64,945	1.09
Japan	167,893	2.15	466,215	7.75
Other European Countries	19,302	0.25	34,952	0.58
Other Asiatic and African Countries	10,407	0.13	6,720	0.11
Miscellaneous Ports of America	24,786	0.32	4,275	0.07
Ships' Stores	4,130	0.05	5,169	0.09
United States of America	105,137	1.33	97,470	1.62
TOTAL, FOREIGN COUNTRIES	1,266,043	16.19	1,460,776	24.30
GRAND TOTAL	£ 7,821,844	100.00	£ 6,010,386	100.00

* Previous to 1926, Egypt was included with British Possessions.

E. G. BALE,
Act. Commissioner of Customs, Kenya and Uganda.

GENERAL NOTICE No. 307.

(V.)—COMPARATIVE STATEMENT SHOWING THE PRINCIPAL ARTICLES RE-EXPORTED (*i.e.* EXPORTS OTHER THAN DOMESTIC, ALSO EXCLUDING EXPORTS OF GOODS IMPORTED IN TRANSIT) FROM THE COLONY AND PROTECTORATE OF KENYA AND UGANDA PROTECTORATE DURING THE YEARS 1925 AND 1926.

ARTICLES.	1925.		1926.	
	Quantity.	Value.	Quantity.	Value.
†Maize Cwts.	5,690	£ 2,175	800	£ 240
†Rice "	1,207	1,151	12,569	7,691
Wheat Meal and Flour	1,378	1,432	1,779	1,782
Ale, Beer, Stout, etc. Imp. Gals.	6,288	1,291	7,909	1,723
†Chillies Cwts.	3,222	4,718	665	802
†Coffee "	99,403	463,982	104,055	458,503
Ghee "	7	40	10	76
Whisky Pf. Gals.	2,907	4,254	2,316	3,419
Sugar Cwts.	966	1,020	1,201	1,296
Tea "	1,101	10,956	1,162	12,304
Other Articles of Food and Drink Value	..	12,645	..	14,377
Tobacco, Cigars and Cigarettes Lbs.	155,251	18,932	169,705	20,247
†Cotton Cental of 100 lbs.	25,873	140,538	41,875	164,874
†Sisal Fibre and Tow Tons	249	9,995	438	17,215
†Seed, Sesame "	203	7,033	358	7,617
†Groundnuts "	3,792	82,642	8,123	138,561
†Gums Cwts.	10,475	19,166	4,343	8,208
†Hides, dry and dry salted "	17,620	73,256	17,822	60,959
†Skins, Sheep and Goat No.	422,416	25,679	120,341	6,336
†Ivory, Elephant Cwts.	256	17,322	78	5,553
†Other Raw Materials and Articles Mainly Unmanufactured Value	..	7,241	..	17,325

(V).—COMPARATIVE STATEMENT SHOWING THE PRINCIPAL ARTICLES RE-EXPORTED (*i.e.* EXPORTS OTHER THAN DOMESTIC, ALSO EXCLUDING EXPORTS OF GOODS IMPORTED IN TRANSIT) FROM THE COLONY AND PROTECTORATE OF KENYA AND UGANDA PROTECTORATE DURING THE YEARS 1925 AND 1926.—*Continued.*

ARTICLES.		1925.		1926.	
		Quantity.	Value.	Quantity.	Value.
China ware, etc.	Value	..	£ 997	..	£ 1,257
Glass and Glassware	"	..	1,475	..	1,133
Cement, Building	Tons	284	1,273	559	2,335
Other Manufactured Mining and Quarry Products	Value	..	680	..	307
Galvanised Iron Sheets, corrugated	Tons	196	4,181	379	7,665
Hollow-ware, Enamelled	"	52	4,808	54	4,308
Other Iron and Steel Manufactures	"	300	8,410	228	9,801
Non-ferrous Metals and Manufactures thereof.	"	160	13,578	63	6,819
Cutlery, Hardware, Instruments and Implements	Value	..	15,891	..	16,969
Electrical Goods and Apparatus	"	..	384	..	626
Machinery	"	..	14,692	..	11,126
Manufactures of Wood and Timber	"	..	851	..	1,058
Cotton Piece Goods:					
Grey, unbleached	Yds.	2,838,242	..	2,858,243	..
" Bleached	Cwts.	8,373	75,874	8,827	69,897
Printed	Yds.	773,277	26,742	724,606	21,352
Dyed in the Piece	"	516,035	21,135	503,618	18,936
Coloured	"	934,258	48,609	948,028	43,889
Cotton Blankets	No.	967,935	45,027	1,475,578	61,554
" Thread	Lbs.	265,475	32,176	269,579	31,993
" Yarns	"	33,913	5,326	34,920	5,482
" Manufactures, unspecified	Value	2,272	205	2,484	171
Woollen and Worsted Yarns and Manufactures	"	..	6,433	..	6,206
Silk and Silk Manufactures	"	..	1,298	..	911
Cordage, Ropes, Twine, etc.	Cwts.	314	741	..	441
Jute Bags and Sacks	Doz.	26,358	791	383	740
Jute Piece Goods	Cwts.	6,537	17,295	8,104	19,815
Other Textile Manufactures	Yds.	80,834	..	66,050	..
Wearing Apparel and Haberdashery	Cwts.	1,071	1,905	432	1,794
Chemicals, Drugs, Dyes and Colours	Value	..	2,378	..	2,352
Candles	"	..	15,316	..	12,932
Fuel Oil	"	..	2,498	..	2,187
Lubricating Oil	Cwts.	28	124	4	21
" Greases	Imp. Gals.	2,193,805	35,359	3,114,489	50,652
Motor Spirit	"	17,037	3,205	33,340	5,874
Mineral Oil, illuminating or burning	Cwts.	204	509	371	604
Soap, Common	Imp. Gals.	189,668	17,184	467,625	38,650
" Toilet	"	176,576	10,830	212,400	10,690
Other Oils, Fats, etc. and Manufactures	Cwts.	1,796	3,470	662	1,392
Leather, Manufactures thereof	Value	..	614	..	646
Paper and Cardboard	"	..	167	..	624
Cycles (not motor)	"	..	1,203	..	1,528
Motor Cars	No.	899	2,702	..	3,372
Motor Lorries and Tractors	"	122	6,082	1,120	8,487
Motor-cycles, Sidecars and Tricars	"	139	17,526	124	21,098
Other Vehicles and Parts of and Accessories	"	101	18,190	197	31,389
Tyres and Tubes for Motor-cars and Cycles	Value	..	4,743	78	3,448
Tyres and Tubes, Power Lorry	"	..	9,613	..	38,595
" other	No.	1,240	2,398	1,294	3,552
Rubber Manufactures, unspecified	"	214	575	282	1,496
Miscellaneous Articles, Wholly or Mainly Manufactured	"	1,496	276	2,553	433
Animals not for Food	Value	..	19	..	102
TOTAL RE-EXPORTS OF TRADE GOODS	"	..	66,350	..	55,463
" " " BULLION & SPECIE	No.	..	..	48	391
GRAND TOTAL VALUE OF RE-EXPORTS	—	—	1,477,576	—	1,591,671
INCREASE OVER 1925	—	—	276,733	—	242,624
	—	—	£ 1,754,309	—	£ 1,834,295
	—	—	£ 79,986	—	—

Items marked thus † refer principally to produce imported from Tanganyika Territory and subsequently re-exported *via* Kilindihi and Mombasa. Such re-exports were valued at:

During 1925	..	£836,581
„ 1926	..	£880,203

E. G. BALE,
Act. Commissioner of Customs, Kenya and Uganda.

GENERAL NOTICE NO. 308.

(VI.)—COMPARATIVE STATEMENT SHOWING COUNTRIES OF DESTINATION OF RE-EXPORTS
(i.e. EXPORTS OTHER THAN DOMESTIC, ALSO EXCLUDING EXPORTS OF GOODS
IMPORTED IN TRANSIT) FROM THE COLONY AND PROTECTORATE OF KENYA AND
UGANDA PROTECTORATE DURING THE YEARS 1925 AND 1926.

COUNTRIES OF DESTINATION.	1925.		1926.	
	Value.	Relative percentage.	Value.	Relative percentage.
GREAT BRITAIN	£ 318,028	18.13	£ 330,025	18.00
BRITISH POSSESSIONS:				
India and Burmah	82,857	4.73	106,647	5.81
Zanzibar	49,817	2.84	45,195	2.46
Union of South Africa	5,593	0.32	10,094	0.55
Tanganyika Territory	696,999	39.73	726,663	39.62
Port Sudan	42,116	2.40	28,392	1.54
Other British Possessions	9,404	0.53	37,104	2.02
TOTAL BRITISH POSSESSIONS	886,786	50.55	954,095	52.00
GRAND TOTAL, BRITISH EMPIRE	1,204,814	68.68	1,284,120	70.00
FOREIGN COUNTRIES:				
Belgium	12,752	0.73	52,686	2.87
Belgian Congo	26,467	1.51	22,550	1.23
*Egypt	58,260	3.32	98,048	5.35
France	82,824	4.72	78,117	4.26
Germany	95,690	5.45	78,941	4.30
Holland	97,921	5.58	78,525	4.28
Italian East Africa	43,814	2.50	30,115	1.64
Italy	19,569	1.11	12,538	0.69
Other European Countries	211	0.01	1,494	0.08
Other Asiatic and African Countries	49,119	2.80	52,080	2.84
United States of America	25,732	1.47	6,270	0.34
Ships' Stores	37,136	2.12	38,811	2.12
TOTAL, FOREIGN COUNTRIES	549,495	31.32	550,175	30.00
GRAND TOTAL	£1,754,309	100.00	£1,834,295	100.00

* Prior to 1926, Egypt was included with British Possessions.

GENERAL NOTICE NO. 309.

(VII.)—COMPARATIVE STATEMENT SHOWING FOR THE YEARS 1925 AND 1926 :—

	1925.	1926.
(a) VALUE OF GOODS ENTERED IN TRANSIT	£ 141,081	£ 120,861
(b) VALUE OF GOODS ENTERED IN TRANSHIPMENT	165,767	171,624
(c) CUSTOMS REVENUE:		
Net Duty collected on Trade Imports	1,182,254	1,139,335
Net Collections on account of Sundries	10,665	11,258
TOTAL NET CUSTOMS REVENUE	£1,192,919	£1,150,593
DECREASE AS COMPARED WITH 1925	—	£42,237

(VIII.)—BALANCE OF TRADE.

Total Imports during 1926 are valued at £ 9,071,317
 Governments Imports „ „ „ £ 1,390,740

Therefore the Total Trade Imports (including goods imported during the year and
 remaining in Bond at 31st December 1926) is £ 7,680,577
 The Total Domestic Exports were.. .. . 6,010,386
 Total Re-Exports were 1,834,295 7,844,681

From these figures it will be seen that there is a favourable balance of trade of £ 164,104

or 2 per cent.

Note.—The Annual Trade Report for the year 1926, giving full details of the foreign trade of Kenya and Uganda, is in course of completion and will be available for issue to the public immediately it is possible to obtain delivery from the printers.

CUSTOM HOUSE,
 Mombasa 17th March, 1927.

E. G. BALE,
Act. Commissioner of Customs, Kenya and Uganda.

S. 18381/2.

NOTICE.

The following Bills have been published for information prior to introduction into Legislative Council and can be obtained at the Government Press. Price, Cts. 50. Posted, Cts. 60 :—

The Kenya and Uganda Railway Ordinance, 1926.

The Defence Force Ordinance, 1927.

The European Officers' Pensions Ordinance, 1927.

NOTICE.

A descriptive catalogue of some of the Common Trees and Woody Plants of Kenya Colony by E. Battiscombe, F.L.S. Price Sh. 10/-; Posted Sh. 10/55.

GENERAL NOTICE NO. 310.

POST OFFICE NOTICE.

ARRIVAL OF KENYA MAILS IN ENGLAND.

IT is notified for general information that the mails despatched from Mombasa on the under-mentioned date arrived in England as stated :—

Date of despatch from Mombasa.	Name of vessel by which despatched.	Date of arrival in England.
6th Mar., 1927	S.S. 'Leconte de Lisle'.	24th March, 1927.

General Post Office,
 Nairobi,
 25th March, 1927.

D. CORMACK,
*for Postmaster General,
 Kenya and Uganda.*

General Notice No. 311.

DISPOSAL OF CROWN LANDS.

MOMBASA TOWNSHIP.

A Government auction of residential sites in Section VIII of Mombasa Township, will be considered on evidence of a demand being shown.

Interested parties are desired to furnish the Department of Lands, Nairobi or Mombasa, with particulars of any site they wish to acquire.

Plans showing available sites may be seen at the Land Offices, Nairobi and Mombasa, where approximate terms and tentative conditions may be obtained.

RATES OF SUBSCRIPTION TO OFFICIAL GAZETTE.

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For one year	25	00
„ six months	13	00
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„ three months (including postage)	7	50
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Single copy (including postage)	0	60

(Subscriptions must be prepaid.)

	Sh.	cts.
Price of one copy between 1 and 3 months old	0	60
„ „ 3 and 6 months old	1	00
„ „ 6 months and 1 year old	2	00
„ „ 1 and 2 years old	3	00
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All Notices and Advertisements by Private Advertisers may be tendered at or sent direct by Post to the Office of the Official Gazette, Nairobi, for insertion at the authorised rates of payment. The Office hours are from 9 a.m. to 4 p.m., closing at 1 o'clock on Saturdays.

All Notices and Advertisements must be prepaid. *To save delay Notices and Advertisements sent direct by Post should be accompanied by remittance.*

Matter for publication should reach the Editor not later than 3 o'clock on Monday afternoon in each week.

AUTHORISED SCALE OF CHARGES.

	Sh.	cts.
For insertion in Official Gazette (column)	32	00
„ „ (half column)	16	00
„ „ (quarter column or less)	8	00

NOTICE.

Publications obtainable from the Government Press.

Revised Edition of the Laws of Kenya Colony, 1926, in three volumes. Price : £7 7s. per set (carriage extra).

Conference of Governors of the East African Dependencies, 1926. Summary of Proceedings. Price : Shs 2/50; Postage, Cts. 35.

Report of the Port Commission of Inquiry, 1925. (With map.) Price : Shs. 5/-; Postage, Cts. 35.

Bound copies of Ordinances, Vol. IV, 1925 (New Series). Price : Shs. 7/50; Posted, Shs. 8/20.

	Sh.	cts.
Bound volume of Official Gazette	25	00
„ Ordinances	7	50
„ Proclamations, Rules and Regulations	7	50
Ordinances (per copy)	3	00

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