



THE  
OFFICIAL GAZETTE  
OF THE  
COLONY AND PROTECTORATE OF KENYA.

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Colony and Protectorate of Kenya.

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## GOVERNMENT NOTICE No. 287.

## ARRIVALS.

Name.	Rank.	From leave or on 1st Appointment.	Date of leaving England.	Date of Embarkation	Date of arrival at Kilindini
H. Ogden	Office Supdt., Medical Dept.	Leave	14th April, 1927	14th April, 1927	11th May, 1927
J. MacIntyre	Engineer, Road Survey, P. W. D.	1st Appointment	do	do	do
E. Watson	Asst. Master	do	20th April, 1927	22nd April, 1927*	do
H. C. Willbourn	Postmaster	Leave	14th April, 1927	14th April, 1927	do
F. W. Smith	Linotype Operator, Press	1st Appointment	do	do	do
R. N. Jolley	Clerk, Kenya and U. Rly.	Leave	do	do	do
Wm. Seurfield	Artizan, 1st Class, K. & U. Rly.	1st Appointment	do	do	do
J. H. Evans	Clerk, Kenya and U. Rly.	do	do	do	do
Geo. Bulkeley	Port Manager, K. & U. Rly.	From duty	do	do	do

\* Date of leaving Marseilles

## DEPARTURES.

Name.	Rank.	On leave or termination of appointment.	Date of Departure.
L. A. Weaving	Administrative Officer	Leave	14th May, 1927
W. S. Walter	Jr. Postmaster	do	do
H. O. Salt	Sanitary Inspector	do	do
Miss M. E. Cameron	Jr. Clerk, Medical Department	do	do
A. D. Le Poer French	Sr. Coffee Officer	do	do
G. E. Scattergood	Accountant, Medical Department	do	do
A. C. Arnold	Sanitary Inspector	do	do
J. T. Schultz	Laboratory Asst, Veterinary R. Dept.	do	do
Capt. R. Scott-Little	Veterinary Officer	do	do
C. C. T. Sharp	Plant Import Inspector	do	do
Capt. J. H. S. Harrison	Subaltern, 3rd K. A. R.	do	do
C. R. Rowlands	Jr. Postmaster	do	do
J. H. Stuart Watt	Clerk, Kenya and Uganda Rly.	do	do
St. Clair Grant Davie	District Engineer, Kenya & U. Rly	Leave, prior to retirement	do
J. J. McMahon	Artizan, 1st Class, Kenya and U. Rly.	Leave	do
L. J. S. Wright	Clerk, Kenya and Uganda Railway	do	do

## APPOINTMENTS.

JOHN GERALD HEMUS HOPKINS, to be Acting District Commissioner, Turkana, with effect from 18th April, 1927.

REDMOND ROCHFORD YOUNG, to be Assistant District Commissioner, Garba Tulla District, Northern Frontier Province, with effect from 2nd May, 1927.

SPENCER RUTHERFORD LOWDER, to be Assistant District Commissioner, in charge, Kilifi Sub-District, with effect from 30th April, 1927.

F. B. L. BUTLER, F.L.S., F.R.H.S., to be Acting Chief Grader and Inspector and Acting Manager Cool Stores, Agricultural Department, with effect from 14th May, 1925.

S. 20064/13.

HERBERT ERNEST GEORGE MILSTEAD, to be Acting Accountant, Treasury, with effect from the 20th May, 1927.

JOHN LEWIN BYRNE, M.C., to be Acting Accountant, Medical Department, with effect from 13th May, 1927.

ALBERT PARKER LING, Senior Sanitary Inspector, to be Acting Chief Sanitary Inspector as from the 1st May, 1927.

## SWAHILI EXAMINATION.

## LOWER STANDARD—PASS.

DR. J. H. H. CHATAWAY, Medical Department.

DR. A. J. ENZER, Medical Department.

MISS D. CHIPPINDALL, Public Works Department, Nairobi.

## POLICE PASSED FOR PROMOTION IN GRADE.

HARBANS SINGH, Assistant Sub-Inspector, Police, Kyambu.

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

# Colony and Protectorate of Kenya.

## ORDINANCE.

No. 7 OF 1927.

Assented to in His Majesty's name this fourteenth day of May, 1927.

EDWARD B. DENHAM,  
*Acting Governor.*

### **An Ordinance relating to Bills of Exchange, Cheques, and Promissory Notes.**

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 Short title. Ordinance, 1927."

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

"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;

"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;

"Bill" means bill of exchange, and "note" means promissory note;

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

"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;

"Value" means valuable consideration;

## PART I.

## BILLS OF EXCHANGE.

*Form and Interpretation.*

Bill of exchange defined.

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.

(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 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;

(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 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.

(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.

(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.

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

(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.

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

(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.

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

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. What bills are negotiable.

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

(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) 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.

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— Sum payable.

(a) with interest;

(b) by stated instalments;

(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.

(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.

Bill payable  
on demand.

**10.** (1) A bill is payable on demand—

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

(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.

Bill payable at  
a future time.

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

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

(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.

Omission of date  
in bill payable  
after date.

**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:

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.

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. Ante-dating and post-dating.

(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.

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

(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.

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. Case of need.

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

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

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

Definition and  
requisites of  
acceptance.

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

(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.

Time for  
acceptance.

18. A bill may be accepted—

- (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.

General and  
qualified  
acceptance.

19. (1) An acceptance is either—

- (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.

Inchoate  
instruments

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.

(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.

**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 : Delivery.

Provided that where an acceptance is written on a bill, 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—

(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 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 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.*

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

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.

(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.

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

(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 ;

(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.

Forged or  
unauthorised  
signature.

**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 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 authority :

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

Procurator  
signatures.

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

Person signing  
as agent or in  
representative  
capacity.

**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 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.

(2) In determining whether a signature on a bill is that 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.*

Value and  
holder for  
value.

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

- (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 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.

Accommodation  
bill or party.

**28.** (1) An accommodation party to a bill is a person who 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.

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

**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—

Holder in due course.

- (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;
- (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.

(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.

(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.

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

Presumption of value and good faith.

(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.

#### *Negotiation of Bills.*

**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.

Negotiation of bill.

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

(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.

(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.

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

Requisites of a valid indorsement.

- (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.

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.

**Conditional  
indorsement.**

**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.

**Indorsement in  
blank and  
special  
indorsement.**

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

(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.

**Restrictive  
indorsement.**

**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."

(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.

**Negotiation of  
overdue or  
dishonoured  
bill.**

**36.** (1) Where a bill is negotiable in its origin it continues to be negotiable until it has been—

- (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.

(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.

(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.

**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.

Negotiation of bill to party already liable thereon.

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

Rights of the holder.

- (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.
- (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
  - (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.*

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

When presentment for acceptance is necessary.

(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.

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

(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.

Time for  
presenting bill  
payable after  
sight.

**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.

(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 the facts of the particular case.

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

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

(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.

(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.

(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.

(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-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;

(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 presentment.

Non-acceptance.

**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.

Dishonour by  
non-acceptance  
and its  
consequences.

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

(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.

(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.

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. Duties as to qualified acceptances.

(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.

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.

(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.

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. Rules as to presentment for payment.

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.
- (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.

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.

- (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.

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

- (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 ;
- (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) 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.

(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.

(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.

(8) Where authorised by agreement or usage, a presentment through the Post Office is sufficient.

Excuses for  
delay or non-  
presentment for  
payment.

**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 operate, presentment must be made with reasonable diligence.

(2) Presentment for payment is dispensed with—

(a) where, after the exercise of reasonable diligence, presentment, as required by this Ordinance, cannot be effected.

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;

(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;

(e) by waiver of presentment, expressed or implied.

Dishonour by  
non-payment.

**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

(b) when presentment is excused and the bill is overdue and unpaid.

(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.



**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—

Notice of dishonour and effect of non-notice.

- (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.

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

Rules as to notice of dishonour.

- (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 ;

- (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—

- (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;
- (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;
- (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;
- (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;
- (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.

Excuses for  
non-notice and  
delay.

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.

(2) Notice of dishonour is dispensed with—

- (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;
- (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,
  - (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,
- (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.

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.

Noting or  
protest of bill.

(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.

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

(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.

(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—

(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;

(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.

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

(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.

(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.

Duties of  
holder as  
regards  
drawee or  
acceptor.

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

(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.*

Bill not  
assignment of  
funds in hands  
of drawee.

**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.

Liability of  
acceptor.

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

(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.

Liability of  
drawer or  
indorser.

**55.** (1) The drawer of a bill by drawing 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 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;

(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.

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. Stranger signing bill liable as indorser.

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

(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—

(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.

(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.

(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.

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." Transferor by delivery and transferee.

(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.*

Payment in due course.

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

"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.

Banker paying demand draft whereon indorsement is forged.

**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.

Acceptor the holder at maturity.

**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.

Express waiver.

**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.

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.

Cancellation.

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

(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.

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 :

Alteration of bill.

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.*

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.

Acceptance for honour *suprà* protest.

(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.

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.

Liability of acceptor for honour.

(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.

Presentment to  
acceptor for  
honour.

**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.

(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 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.

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

Payment for  
honour *suprà*  
protest.

**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.

(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.

(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 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 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 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 *suprà* protest he shall lose his right of recourse against any party who would have been discharged by such payment.

#### *Lost Instruments.*

Holder's right  
to duplicate of  
lost bill.

**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 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.

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



**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. Action on lost bill.

*Bill in a Set.*

**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. Rules as to sets.

(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.

(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.

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

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.

(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.*

**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:— Rules where laws conflict.

- (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 *suprà protest*, is determined by the law of the place where such contract was made:

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;
- (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.

- (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 :

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.

- (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.
- (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.
- (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.

Cheque defined.

**73.** A cheque is a bill of exchange drawn on a banker payable on demand.

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.

Presentment of  
cheque for  
payment.

**74.** Subject to the provisions of this Ordinance :—

- (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.
- (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.
- (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.

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

Revocation of  
banker's  
authority.

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

*Crossed Cheques.*

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

General and  
special crossings  
defined.

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

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

Crossing by  
drawer or after  
issue.

(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 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 generally, is sent to a banker for collection, he may cross it specially to himself.

**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 to or alter the crossing.

Crossing, a  
material part of  
cheque.

**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.

Duties of  
banker as to  
crossed cheques.

(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 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 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 being a banker, as the case may be.

Protection to  
banker and  
drawer where  
cheque is  
crossed.

**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 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.

Effect of words  
"not  
negotiable".

**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.

Protection to  
collecting  
banker.

**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.

(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.

Promissory note  
defined.

**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, a specified person or to bearer.

(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 indorsed 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.

Delivery  
necessary.

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

Joint and  
several notes.

**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.

(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.

**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. Note payable on demand.

(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.

(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.

**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. Presentment of note for payment.

(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.

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

- (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.

**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. Application of Part I to notes.

(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—

- (a) presentment for acceptance;
- (b) acceptance;
- (c) acceptance *supra* protest;
- (d) bills in a set.

(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 the meaning of this Ordinance where it is in fact done honestly, whether it is done negligently or not. Good faith.

**91.** (1) Where, by this Ordinance, any instrument or 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 person by or under his authority. Signature.

(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.

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

Computation of time.

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

“ Non-business days ” for the purposes of this Ordinance mean—

(a) Sunday ;

Cap. 30.

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

Any other day is a business day.

When noting equivalent to protest.

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

Protest when notary not accessible.

**94.** Where a dishonoured bill or note is authorised or required to be protested, and the services of a notary cannot be obtained at the place where the bill is dishonoured, any 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 used with necessary modifications, and if used shall be sufficient.

Dividend warrants may be crossed.

**95.** The provisions of this Ordinance as to crossed cheques shall apply to a warrant for payment of dividend.

Savings.

**96.** (1) The rules in bankruptcy relating to bills of 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 provisions of this Ordinance, shall continue to apply to bills of 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.

## ORDINANCE.

No. 8 OF 1927.

Assented to in His Majesty's name this fourteenth day of  
May, 1927.

EDWARD B. DENHAM,  
*Acting Governor.*

**An Ordinance to Amend the Supplementary  
Appropriation (Railway) Ordinance, 1925.**

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 Supplementary Short title.  
Appropriation (Railway) (Amendment) Ordinance, 1927,” and  
shall be read as one with “ the Supplementary Appropriation (No. 30 of  
(Railway) Ordinance, 1925,” hereinafter referred to as “ the 1925.)  
Principal Ordinance.”

2. The Principal Ordinance is hereby amended by the Substitution  
repeal of the Schedule thereto and the substitution therefor of of new  
the Schedule annexed to this Ordinance. Schedule to  
Principal  
Ordinance.

## SCHEDULE.

<i>Heads of Expenditure.</i>	<i>Amounts.</i>
Railway and Marine Revenue Services ...	£2,058,711
Railway and Marine Renewals, Betterment and Insurance Fund Services ...	736,000
Total ...	<u>£2,794,711</u>

## ORDINANCE.

NO. 9 OF 1927.

Assented to in His Majesty's name this fourteenth day of May, 1927.

EDWARD B. DENHAM,  
*Acting Governor.*

**An Ordinance to Amend the Customs Tariff Ordinance.**

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

Short title.

1. This Ordinance may be cited as "the Customs Tariff Ordinance, 1927," and shall be read as one with the Customs Tariff Ordinance (Chapter 50 of the Revised Edition), hereinafter referred to as "the Principal Ordinance."

Notification of agreement in Gazette and application of special provisions to import duty.

2. When any agreement has been made with the Government of any of the territories mentioned in section 263 of the Customs Management Ordinance, 1926, making the provision described in paragraph (2) of that section, the Governor shall notify the fact in the Gazette and thereupon the following provisions shall have effect with respect to such territory :—

When no import duty is collected.

(1) No import duty shall be collected upon goods imported from such territory if import duty shall have previously been collected upon such goods in such territory at a rate not lower than the rate prescribed by the Principal Ordinance in respect of the importation of such goods into the Colony;

When a portion of import duty is collected.

(2) When duty shall have been collected upon the importation of goods into such territory at a rate lower than the rate prescribed by the Principal Ordinance in respect of the importation of such goods into the Colony, then, if such goods are subsequently removed from such territory into the Colony, import duty shall be levied and collected to an amount equal to the difference between the sum payable to the Government of the Colony in respect of such goods under such agreement as aforesaid and the full import duty payable under the Principal Ordinance;

When a refund in respect of import duty may be made.

(3) (a) When import duty shall have been collected upon goods imported into the Colony and such goods shall have subsequently been removed into such other territory, then, if the duty collected in the Colony is greater than the amount payable upon the importation of such goods into such other territory, the Commissioner of Customs may refund to the person from whom import duty shall have been received an amount equal to the difference between the amount payable by the Government of the Colony under such agreement as aforesaid and the import duty collected in the Colony;

(b) This sub-section shall apply only in the case of goods which either have paid a specific import duty in the Colony, or are removed into such other territory in packages unbroken since importation, and, in either event, are removed into such other territory within twelve months from the date upon which import duty shall have been collected in the Colony.



## ORDINANCE.

No 10 OF 1927.

Assented to in His Majesty's name this fourteenth day of May, 1927.

EDWARD B. DENHAM,  
*Acting Governor.*

**An Ordinance to Provide for the Allocation of  
Customs Revenue between the Governments  
of Kenya and Uganda.**

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 Customs Revenue Allocation Ordinance, 1927," and shall come into operation on such date as the Governor may by notice in the Gazette appoint.

Short title  
and com-  
mencement.

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

Interpretation.

"Combined department" means the combined Customs Department of Kenya and Uganda.

"Net total duty" means the total amount collected in respect of duty less the total amount of such duty refunded.

"Net revenue" means the gross revenue less the gross expenditure.

"Gross revenue" means the total amount collected in respect of the following—

- (1) net total duty;
- (2) transit and re-export fees;
- (3) administration fees;
- (4) cranage charges;
- (5) net proceeds of sale of confiscated and unclaimed goods;
- (6) net proceeds of sales of departmental stores or equipment the cost of which has been charged against the expenditure of the combined department;
- (7) weighing fees, sealing fees, endorsement fees, commission on sale of unclaimed goods and other similar receipts for specific services rendered by the combined department;
- (8) warehousing fees;

- (9) seventy-five per cent. of the net amount of all fines imposed under any law relating to Customs, whether by any Court or by the Commissioner of Customs. The term "net amount" means the amount credited to revenue after the payment of any awards.

"Gross expenditure" means—

- (1) all salaries and expenses of the combined department as provided for in the Customs Estimates;
- (2) expenses actually incurred for rent of warehouses for storage of uncustomed goods at Mombasa and Kilindini and an allowance in respect of rent on warehouses used by the combined department at Mombasa and Kilindini which have been erected at the cost of the Kenya Government, calculated on the cubic storage capacity and the average rental payable for similar storage accommodation;
- (3) house allowances paid to officers of the combined department stationed at Mombasa and Kilindini, and, in cases where such officers occupy Government houses, the amount of house allowance to which they would be entitled if they did not occupy Government quarters;
- (4) interest and sinking fund on the capital expended on any new building erected in the future as headquarters for Customs purposes and the equipment thereof;
- (5) cost of all stationery supplied to the combined department from any source whatever.

Amount of  
Customs  
revenue payable  
to Uganda.

3. There shall be payable annually to the Government of the Uganda Protectorate a sum which bears the same proportion to the net revenue collected by the combined department as the total net duty collected on goods imported into or exported from Uganda bears to the net total duty collected.

## PROCLAMATION No. 31.

## THE DISEASES OF ANIMALS ORDINANCE.

## PROCLAMATION.

WHEREAS by Section 4 of the Diseases of Animals Ordinance (Chapter 157 of the Revised Edition) it is provided that the Governor may at any time by Proclamation declare any area to be an infected area; extend, diminish, or otherwise alter the limit of an area declared to be an infected area; declare an infected area to be free from disease; and/or for the purpose of preventing disease prohibit the removal of animals from one district, place or area, to any other district, place or area.

And whereas by Government Notice No. 231, dated the 3rd day of July, 1919, in exercise of the powers conferred upon him by Section 13 of the Interpretation and General Clauses Ordinance (Chapter 1 of the Revised Edition), His Excellency the Governor has been pleased to depute the person for the time being holding the office of Chief Veterinary Officer to exercise on his behalf the powers conferred upon the Governor by the said Section 4 of the Diseases of Animals Ordinance.

Now, therefore, in exercise of the powers so conferred and all other powers thereunto enabling me, I hereby declare the following farms to be infected areas for the purposes of the said Diseases of Animals Ordinance.

## EAST COAST FEVER.

Farm L.O. No. 2819, Mr. W. E. Powys, North Nyeri District.

## RINDERPEST.

The Kamasia Native Reserve.

Farm L.O. No. 3662, Mr. G. H. Reynolds, Nakuru District.

## CONTAGIOUS BOVINE PLEURO-PNEUMONIA.

Farm L.O. No. 1183, Mr. F. S. Clarke, M'teitei Valley, Kisumu-Londiani District.

Farm L.O. No. 2505, Mr. J. Joubert, Rumuruti, Laikipia District.

And further I do hereby declare that the following portion of a Proclamation is revoked:—

That portion of Proclamation No. 10, dated the 10th day of February, 1927, declaring Farm L.O. No. 3238, Capt. A. B. Allison, Subukia, Nakuru District, to be an infected area (Trypanosomiasis).

Given under my hand at Nairobi this 19th day of May, 1927.

A. G. DOHERTY,  
Chief Veterinary Officer.

## GOVERNMENT NOTICE No. 288.

THE WINES AND SPIRITS CONSUMPTION TAX  
ORDINANCE, 1926.

## RULES.

IN EXERCISE of the powers conferred upon him by section 4 of the Wines and Spirits Consumption Tax Ordinance, 1926 (No. 26 of 1926), His Excellency the Acting Governor in Council has been pleased to make the following Rules:—

1. These Rules may be cited as "the Wines and Spirits Consumption Tax (Amendment) Rules, 1927," and shall be read as one with the Wines and Spirits Consumption Tax Rules, 1926, hereinafter referred to as "the Principal Rules."

2. Rule 2 of the Principal Rules is hereby revoked and in lieu thereof shall be read the following:—

"2. For the purpose of the administration of the Ordinance, the provisions of the Customs Management Ordinance, 1926, and any regulations made thereunder shall apply to the control of goods leviable with consumption tax and to the assessment, securing payment, remission and refund thereof:

Provided that—

(1) the amount of refund shall not be limited as provided for in section 164 of such Ordinance; and

(2) Tanganyika Territory and Uganda shall be regarded as foreign destinations, the forms approved under Regulation 118 of the Customs Regulations, 1927, being accepted as re-export entries."

3. These Rules shall come into operation on the first day of June, 1927.

By Command of His Excellency the Acting Governor in Council.

Nairobi,

This 21st day of May, 1927.

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

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GOVERNMENT NOTICE No. 289.

THE CUSTOMS MANAGEMENT ORDINANCE, 1926.

NOTICE.

*Date of coming into operation.*

IN EXERCISE of the power conferred upon him by section 2 of the Customs Management Ordinance, 1926, His Excellency the Acting Governor has been pleased to appoint that the said Ordinance shall come into operation on the first day of June, 1927.

By Command of His Excellency the Acting Governor.

Nairobi,

This 23rd day of May, 1927.

G. A. S. NORTHCOTE,  
*Acting Colonial Secretary.*

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GOVERNMENT NOTICE No. 290.

THE CUSTOMS REVENUE ALLOCATION  
ORDINANCE, 1927.

NOTICE.

*Date of coming into operation.*

IN EXERCISE of the power conferred upon him by section 1 of the Customs Revenue Allocation Ordinance, 1927, His Excellency the Acting Governor has been pleased to appoint that the said Ordinance shall come into operation on the first day of June, 1927.

By Command of His Excellency the Acting Governor.

Nairobi,

This 23rd day of May, 1927.

G. A. S. NORTHCOTE,  
*Acting Colonial Secretary.*

## GOVERNMENT NOTICE No. 291.

## THE NATIVES' ARMS ORDINANCE.

*(Chapter 137 of the Revised Edition.)*

## NOTICE.

I HEREBY ORDER that the word "Arms" in the Natives' Arms Ordinance (Chapter 137 of the Revised Edition) shall include firearms of every description.

Nairobi,

This 20th day of May, 1927.

E. B. DENHAM,  
*Acting Governor.*

## GOVERNMENT NOTICE No. 292.

## THE EUROPEAN EDUCATION TAX ORDINANCE, 1926,

AND

## THE ASIATIC EDUCATION TAX ORDINANCE, 1926.

## NOTICE.

IN EXERCISE of the powers conferred upon me by section 14 of the European Education Tax Ordinance, 1926, and by section 14 of the Asiatic Education Tax Ordinance, 1926, I hereby order that all Seychellois shall be exempt from paying the tax imposed by the above-mentioned Ordinances.

Nairobi,

This 20th day of May, 1927.

E. B. DENHAM,  
*Acting Governor.*

## GOVERNMENT NOTICE No. 293.

THE EUROPEAN EDUCATION TAX  
ORDINANCE, 1926 (Section 14),THE ASIATIC EDUCATION TAX ORDINANCE,  
1926 (Section 14),

AND

THE INTERPRETATION AND GENERAL CLAUSES  
ORDINANCE*(Chapter 1 of the Revised Edition, section 13).*

## NOTICE.

IN EXERCISE of the powers conferred upon the Governor by section 13 of the Interpretation and General Clauses Ordinance (Chapter 1 of the Revised Edition), I hereby depute all District and Resident Commissioners to exercise the powers conferred upon me by section 14 of the European Education Tax Ordinance, 1926, and section 14 of the Asiatic Education Tax Ordinance, 1926, respectively, so far as those sections authorise the Governor to exempt individuals from the payment of the tax imposed by the said Ordinances. The power of exempting a class of persons or the inhabitants of any districts, area or place from the tax is not deputed.

Government Notices Nos. 215 and 216 of 1927 are hereby revoked.

Nairobi,

This 20th day of May, 1927.

E. B. DENHAM,  
*Acting Governor.*

## GOVERNMENT NOTICE No. 294.

## THE ROADS PROTECTION ORDINANCE, 1924.

## NOTICE.

WHEREAS by section 3 of the Roads Protection Ordinance, 1924, it is enacted that the Governor may with the concurrence of the District Road Board or other Local Authority concerned, by Order prescribe that any Road Reserve, or part thereof, or any Public Road, or part thereof, shall be open to traffic of a particular kind, or shall be closed to traffic of a particular kind, or shall be closed to all traffic :

NOW IN EXERCISE of the powers vested in him by the said section, His Excellency the Acting Governor has, with the concurrence of the Uasin Gishu and Trans Nzoia District Road Boards, been pleased to order that the public roads named in the Schedule hereto shall be closed to all kinds of wheeled traffic, except the following, namely :—

- (a) Pedal cycles;
- (b) Motor cycles with or without sidecar attachments;
- (c) Light buck boards or carts used for carrying passengers only;
- (d) Motor vehicles not exceeding three tons gross weight when loaded, excluding those with metal tyres.

By Command of His Excellency the Acting Governor.

Nairobi,

This 16th day of May, 1927.

G. A. S. NORTHCOTE,  
*Acting Colonial Secretary.*

## SCHEDULE.

1. Eldoret—Kitale Road.
2. Elgon Club—Hemsted's Bridge—Soy Road.
3. Kitale—Elgon Downs Road.
4. Portion of Kitale—Kacheliba Road from Kitale to Sandium's Bridge.
5. Main Street, Eldoret Township.
6. Portion of Eldoret—Kisumu Road, from Eldoret to Nandi Reserve Western Boundary.

## GOVERNMENT NOTICE No. 295

## THE NATIVE AUTHORITY ORDINANCE.

(Chapter 129 of the Revised Edition as amended by the Revised Edition of the Laws (Operation) Ordinance, 1926, Section 20.)

AND

## THE INTERPRETATION AND GENERAL CLAUSES ORDINANCE.

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

GOVERNMENT NOTICE No. 406 OF 1926.

LOCAL NATIVE COUNCIL, MALINDI.

## APPOINTMENT.

IN EXERCISE of the powers thereunto enabling me, I hereby appoint the person named in the

Schedule annexed hereto to be member of the Malindi Local Native Council established under Government Notice No. 305 of 1925.

Nairobi,  
28th April, 1927.

G. V. MAXWELL,  
*Chief Native Commissioner.*

## SCHEDULE.

*Nominated by Government.*

Fundi wa Maitta, *vice* Kalavaa wa Ponda, deceased. Appointed by Government Notice No. 306 of 25th July, 1925.

## GOVERNMENT NOTICE No. 296.

## NOTICE.

## THE REGISTRATION OF TRADE MARKS ORDINANCE.

## TRADE MARKS RENEWED.

Trade Mark Number.	Advertised in the Official Gazette.	Name of Applicants.	Class.
78/13 ...	1- 6-13 ...	William Hunt & Sons, The Brades, Ltd.	... 12
79/13 ...	do. ...	do.	... 13
80/13 ...	do. ...	do.	... 13
81/13 ...	do. ...	do.	... 12
82/13 ...	do. ...	do.	... 13
83/13 ...	do. ...	do.	... 12
84/13 ...	do. ...	do.	... 13
85/13 ...	do. ...	do.	... 13
86/13 ...	do. ...	Bass, Ratcliff & Gretton, Limited	... 43
87/13 ...	do. ...	do.	... 43
88/13 ...	do. ...	do.	... 43
89/13 ...	do. ...	do.	... 43
90/13 ...	1-10-13 ...	Hiram Walker & Sons, Limited	... 43
91/13 ...	1- 6-13 ...	Ralph Martindale & Company, Limited	... 12
92/13 ...	do. ...	do.	... 13
93/13 ...	do. ...	James Marshall (Glasgow), Limited	... 42
94/13 ...	do. ...	do.	... 42
95/13 ...	1-10-13 ...	do.	... 42
96/13 ...	1- 6-13 ...	Fletcher, Fletcher & Company, Limited	... 43
97/13 ...	do. ...	do.	... 3
98/13 ...	do. ...	Tate & Lyle, Limited	... 42
99/13 ...	do. ...	Westminster Tobacco Company, Limited	... 45
100/13 ...	do. ...	do.	... 45
101/13 ...	1-10-13 ...	do.	... 45
102/13 ...	do. ...	do.	... 45
103/13 ...	1- 6-13 ...	Joseph Crosfield & Sons, Limited	... 47
104/13 ...	do. ...	do.	... 50

Nairobi,  
17th May, 1927.

W. M. KEATINGE,  
Registrar of Trade Marks.

## GOVERNMENT NOTICE No. 297.

## NOTICE.

THE REGISTRATION OF TRADE MARKS  
ORDINANCE.

## TRADE MARK RENEWED.

Trade Mark Number.	Advertised in the Official Gazette.	Name of Applicant.	Class.
106/13	1-7-13	Tyson & Co., Ltd.	48

Nairobi,  
20th May, 1927.

W. M. KEATINGE,  
Registrar of Trade Marks.

## GENERAL NOTICE No. 484.

## NOTICE.

## UNDER THE LIQUOR ORDINANCE, 1909.

NOTICE is hereby given that the next sitting of the Kikuyu Liquor Licensing Board will be held on Monday, the 13th June, 1927, at the Assistant Resident Commissioner's Office, Nyeri, at 10 a.m.

Nyeri,  
19th May, 1927.

J. LLEWELLIN,  
Chairman,  
Kikuyu Liquor Licensing Court.

## GENERAL NOTICE No. 485.

ALIENATION OF LAND IN THE  
COASTAL AREA.

## NOTICE.

IT is hereby notified that General Notice No. 79, dated the 28th December, 1920, appearing in the Official Gazette of the 19th January, 1921, is cancelled.

20th May, 1927.

H. W. BORROW,  
*for Acting Commissioner of Lands.*

## GENERAL NOTICE No. 486.

## UNDER THE CROWN LANDS ORDINANCE.

## TENDERS FOR GRAZING RIGHTS.

TENDERS by way of rent are invited for the grazing rights over Farm L.O. No. 1749, Kiu (2925 acres approximately) subject to such sand concessions as have been granted for plots thereon.

2. Rights will be granted definitely for three months from the 1st July, 1927, and thereafter the tenancy will be subject to one month's notice.

3. No tender of less than cents 20 per acre will be considered.

4. The sand concessions must not be unduly interfered with and reasonable facilities for the concessionaires to remove the sand won must be maintained.

5. Sealed tenders marked "Tender for Grazing Rights" should be deposited with the Acting Commissioner of Lands at the Land Department before noon, on Saturday, the 25th June.

6. The highest or any tender will not necessarily be accepted.

Nairobi,  
14th May, 1927.

C. E. MORTIMER,  
*for Acting Commissioner of Lands.*

## GENERAL NOTICE No. 486.

## KENYA AND UGANDA RAILWAY.

TENDERS are invited for 2,700 tons of fine ground and sifted maize flour from new dry flat white Hickory King maize on the following conditions:—

1. Delivery to be made at the rate of approximately 450 tons per month, commencing with the beginning of July next,

2. Quotations to include cost of bags, and also delivery into railway trucks at any Kenya and Uganda Railway Station or at the General Stores, Nairobi. Place of delivery to be specified in the tender.

3. Delivery to be made in sound bags containing 180 lbs. net, and the quotation should be per bag of 180 lbs. net.

4. Sealed samples of both the flour and the maize to be submitted with the tender.

5. Tenders for part or the whole of the above quantity will be considered.

6. Form of contract may be inspected at the Chief Storekeeper's Office, Kenya and Uganda Railway, Nairobi, where any further information may be obtained.

7. Sealed tenders marked "Tenders for Maize Flour" should reach the Chief Storekeeper's Office, Kenya and Uganda Railway, Nairobi, P.O. Box 40 on or before the 2nd June. Tenders received after that date will not be considered.

8. The lowest or any tender will not necessarily be accepted.

Nairobi,  
7th May, 1927.

G. D. RHODES,  
*Acting General Manager,  
Kenya and Uganda Railway.*

## GENERAL NOTICE No. 487.

## 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 dates arrived in England as stated:—

Date of despatch from Mombasa.	Name of vessel by which despatched.	Date of arrival in England.
1st May, 1927	S.S. "Gen. Voyron"	21st May, 1927
4th May, 1927	S.S. "Ad. Woermann"	21st May, 1927

General Post Office,  
Nairobi,  
23rd May, 1927.

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



## GENERAL NOTICE NO. 320.

HIS MAJESTY'S COURT OF APPEAL FOR  
EASTERN AFRICA.

THE next Sessions of His Majesty's Court of Appeal for Eastern Africa, have been fixed to be holden at Mombasa, and to commence, on Monday, the 13th day of June, 1927, at 10 a.m. or as soon thereafter as cases can be heard.

To ensure cases being set down for hearing at these sessions the records should be received by the Registrar, His Majesty's Court of Appeal for Eastern Africa, at Nairobi, on or before the 23rd day of May, 1927.

Nairobi,  
31st March, 1927.

D. EDWARDS,  
Registrar,

H. M. Court of Appeal for Eastern Africa.

## CAUSE LIST.

FOR HEARING ON THE 13TH DAY OF JUNE, 1927, AT MOMBASA.

Appeal No.	Civil or Criminal	Appellant.	Respondent.	Original No. of Case.	Appeal from
3 of 1927	Criminal	Kombe wa Randu	Rex	Cr. Case No. 135/26	H. M. Supreme Court of Kenya, sittings held at Malindi.
5 of 1927	"	Peter Anthony Pacheco	Rex	Cr. Case No. 2/27	H. M. High Court of Tanganyika at Lushoto.
6 of 1927	"	Ojwang alias Obonyo s/o Ogal	Rex	Cr. Case No. 127/26	H. M. Supreme Court of Kenya, sittings held at Kakamega.
7 of 1927	"	G. Prudhomme	Rex	Cr. Appeal No. 20/27	H. M. High Court of Uganda at Kampala.
8 of 1927	"	Omar bin Mohamed	Rex	Cr. Case No. 45/27	H. M. Supreme Court of Kenya, sittings held at Malindi
9 of 1927	"	Blasio Sebagala	Rex	Cr. Case No. 4/26	H. M. High Court of Uganda, sessions held at Kampala. (Application for leave to appeal out of time.)
5 of 1926	Civil	Hodgson & Simpson Ltd.	Sheriff Dewji & Sons	Civil Case No. 39/26	H. M. Supreme Court of Kenya, at Mombasa. (Application for leave to appeal to Privy Council against the Judgment of the Court of Appeal by Respondent.)
8 of 1926	"	The Uganda Commercial Company	The High Commissioner for Transport	Civil Case No. 28/26	H. M. High Court of Uganda at Kampala. (Application for leave to appeal to Privy Council against the Judgment of the Court of Appeal by Respondent.)
15 of 1926	"	George Stuart Watt	J. F. H. Harper	Civil Case No. 157/26	H. M. Supreme Court of Kenya, Nairobi.
1 of 1927	"	Mulla Hassanbhai Musaji	Societa Coloniale Italiana	Civil Case No. 152/26	H. B. M. Court of Zanzibar.
2 of 1927	"	1 Gulamhussein Mulla Jiwanji and 2 others	The Standard Bank of S. A. Ltd.	Civil Case No. 236/26	H. M. Supreme Court of Kenya, Nairobi.
3 of 1927	"	Gordhan Gopal	Popat Raja	Civil Case No. 173/26	do. do.
4 of 1927	"	Kanethe wa Kanoka	Wango wa Mudhathi	Civil Appeal No. 49/26	H. M. Supreme Court of Kenya at Nairobi
5 of 1927	"	Rustom Dadabhoy Kabra	Administrator General of Tanganyika Territory	P & A Cause No. 47/26	H. M. High Court of Tanganyika at Dar-es-Salaam.
6 of 1927	"	do	1. Jamnadas Dayal Adani and 2. Administrator General of Tanganyika Territory	Civil Case No. 39/26	do

## CAUSE LIST.—(Contd.)

Appeal No.	Civil or Criminal	Appellant.	Respondent.	Original No. of Case.	Appeal from.
7 of 1927	Civil	Societa Coloniale Italiana	Colomanno Gregory D'arbela	Civil Case No. 133/26	H. M. High Court of Uganda at Kampala.
8 of 1927	"	Chaturbhai Kushalbhai, Joint Receiver in the Insolvent Estate of E. A. Produce Company	The National Bank of India Limited.	Ins. Cause No. 7/24	H. M. Supreme Court of Kenya at Nairobi.
9 of 1927	"	T. P. de Bruin	A. F. Bartlett	Civil Case No. 228/26	do
10 of 1927	"	J. S. Standish as Receiver of Alibhai and Rehmtulla, Insolvents	The African Mercantile Company Ltd.	Civil Case No. 25/27	H. M. Supreme Court of Kenya at Mombasa.
11 of 1927	"	Hari Bechar and another	William Segar Bastard	Civil Case No. 124/26	H. M. Supreme Court of Kenya at Nairobi
12 of 1927	"	Jenabai binti Bandate AllaraKhia	Abdulla Hasham Gangji	Civil Case No. 52/25	H. B. M. High Court of Zanzibar
13 of 1927	"	Frank Ernest Bowman	Abdul Roman	Civil Case No. 1/27	H. M. Supreme Court of Kenya in the D. R. at Eldoret.

GENERAL NOTICE NO. 405.

## 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.

KACHELIBA, 27TH MAY, 1927.

Criminal Case No. 35/27. Rex vs. (1) Kapkaremba s/o Chaumbus, (2) Kasawar s/o Mataripop TN. 0964842.

" " 50/27. Rex vs. (1) Kongai s/o Lokomon, (2) Erdung s/o Amodomang.

KITALE, 30TH MAY, 1927.

Criminal Case No. 67/27. Rex vs. Bertram Charles.

KISUMU, 1ST JUNE, 1927.

Criminal Case No. 60/27. Rex vs. UGU. 2380907 Itambo s/o Embayi.

" " 66/27. Rex vs. Adie s/o Nyabandi.

Objections to Jurors and Assessors List.

District Registry.

Civil Case No. 2/27. Rehmtulla Poonja vs. Nanalal Deychand.  
 " " 3/27. Wali Hasham & Co. vs. Permanand Jivan.  
 " " 4/27. Wali Hasham & Co. vs. Lalji Kalidass.  
 " " 5/27. Wali Hasham & Co. vs. Kassam Jamal.  
 " " 6/27. Dushman d/o Taban Sokwa vs. Daudi s/o Guomba.  
 " " 7/27. John L. Riddoch vs. D. F. Maclean.

Divorce Cause No. 1/27. Sadina d/o Adenya vs. Thomas Kelly s/o Okiro.

## CAUSE LIST—(Contd.).

NAKURU, 6TH JUNE, 1927.

Objections to Jurors and Assessors List.

- Criminal Case No. 33/27. Rex *vs.* KSU. 54588 Apuot s/o Odero.  
 „ „ 53/27. Rex *vs.* (1) Major H. A. D. White, (2) L. Abrahamson.  
 „ „ 59/27. Rex *vs.* MSA. 437611 Kiambati s/o Naikon.

## District Registry.

- Civil Case No. 1/27. Zeri d/o Njeroge *vs.* Mishole wa Iraga.  
 „ „ 2/27. ELD. 0390405 Omari bin Kamarial *vs.* Fatuma binti Sukar.  
 „ „ 5/27. NKU. 0407091 Kiogo wa Gacheru *vs.* Kimori wa Waweru.  
 „ „ 6/27. NKU. 0407822 Komu wa Muni *vs.* Komu wa Karungu.  
 „ „ 9/27. The Nairobi Building and Development Co., Ltd. *vs.* H. D. Thackrah.  
 „ „ 10/27. KBU. 474027 Mangurio wa Kabaki *vs.* Mangi wa Mangurio.  
 „ „ 12/27. NKU. 412033 Mara s/o Kiori *vs.* Kaitirere wa Njau.  
 „ „ 13/27. The Kenya Farmers' Association, Ltd. *vs.* A. Larson.  
 „ „ 14/27. The Kenya Farmers' Association, Ltd. *vs.* Lloyd and Larson.  
 „ „ 19/27. NKU. 0403401 Watimwa wa Kuiga *vs.* Kimangara Wambiri.  
 „ „ 20/27. NKU. 2408279 Kasitu wa Waitasa *vs.* Kibui wa Kaneje.  
 „ „ 21/27. NKU. 0410571 Ritho wa Karume *vs.* Gatua wa Jame.

NYERI, 23RD JUNE, 1927.

Objections to the list of Jurors and Assessors.

- Criminal Case No. 62/27. Rex *vs.* Adan Ismail.

MERU, 27TH JUNE, 1927.

- Criminal Case No. 47/27. Rex *vs.* M'Karechia s/o Kitunga.

FORT HALL, 29TH JUNE, 1927.

- Criminal Case No. 63/27. NYI. 718561 Wanjau wa Kiagu.  
 „ „ 67/27. Rex *vs.* Njeroge wa Njuguna.

Nairobi,  
 2nd May, 1927.

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

## GENERAL NOTICE NO. 463.

## EASTLEIGH TOWNSHIP.

## SALE OF PLOTS.

THE undermentioned plots situated in Eastleigh Township have been attached on account of the non-payment of township rates levied under the Eastleigh Township Assessment and Rating Rules, 1922, and will be offered for sale by public auction by the Court Broker, Mr. C. Denovan, at his office in Standard Street, Nairobi, on Monday, June 13th at 10 a.m.

Plot No.	Section.	Registered Owner.	Land Registry Reference.
416	... I ...	Abubakar s/o Sugaleh	Vol. No. N.17, folio 28.
417	... I ...	do.	Vol. No. N.17, folio 28.

Nairobi,  
 14th May, 1927.

W. W. RIDOUT,  
 Superintendent, Suburban Areas.

## GENERAL NOTICE No. 488.

## THE BANKRUPTCY ORDINANCE.

## MEETING OF CREDITORS.

*Debtor's name.*—Robert Graham Coetzee.

*Address.*—Kisumu.

*Description.*—Formerly residing and carrying on business as a farmer, at Kibos, and now in the service of Messrs. Gethin and Dawson, Kisii.

*Court.*—Supreme Court, Nairobi.

*Number of matter.*—No. 7 of 1927.

*Date of adjudication.*—2nd April, 1927.

*Date, hour and place of first meeting of creditors.*—26th May, 1927, at 2 p.m., Official Receiver's Office, Old Secretariat, Nairobi.

Nairobi,  
19th May, 1927.

J. B. WITHERICK,  
*for Official Receiver.*

## GENERAL NOTICE No. 489.

## THE BANKRUPTCY ORDINANCE.

## MEETING OF CREDITORS.

*Debtor's name.*—Narotam Ranchhod.

*Address.*—Kitale.

*Description.*—Tailor.

*Court.*—Supreme Court, Nairobi.

*Number of matter.*—No. 8 of 1927.

*Date of adjudication.*—13th May, 1927.

*Date hour and place of first meeting of creditors.*—26th May, 1927, at 3 p.m., Official Receiver's Office, Old Secretariat, Nairobi.

Nairobi,  
19th May, 1927.

J. B. WITHERICK,  
*for Official Receiver.*

## GENERAL NOTICE No. 490.

## THE BANKRUPTCY ORDINANCE, 1925.

## ADJUDICATION.

*Debtor's name.*—Magalle Bastian Mastridge Perishamy.

*Address.*—Rogers Road, Mombasa, and River Road, Nairobi.

*Description.*—Goldsmith.

*Court.*—H. M. Supreme Court of Kenya at Mombasa.

*Number of matter.*—No. 2 of 1927.

*Date of order.*—18th May, 1927.

*Date of petition.*—2nd May, 1927.

Mombasa,  
19th May, 1927.

B. STONE,  
*Assistant Official Receiver.*

## GENERAL NOTICE No. 491.

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

## INSOLVENCY JURISDICTION.

CAUSE No. 6 OF 1926.

*Re* DEVSI VASANJI AND KALIANJI DEVSI AND MAGANLAL DEVSI, TRADING AS DEVSI VASANJI & SONS.

*Ex parte* THE CREDITORS: MORTIBOYS NICHOLAS & Co., LTD.

UPON reading the application of Messrs. Ogdens and Madeleys, Ltd., and the affidavit of their manager, John Muller Jamison, filed herein on the 2nd day of April, 1927, due notice whereof having been given to all the creditors, and on hearing A. Morrison, Esq., Advocate, in support thereof, it is ordered that the order of this Court, dated the 21st day of September, 1926, herein whereby a scheme of composition was approved by this Court be and it is hereby set aside without prejudice to the validity of any transfer or payment duly made or of anything duly done under or in pursuance thereof, and it is ordered that Devshi Vasanji, Maganlal Devsi and Kalianji Devsi, formerly trading as Devsi Vasanji and Sons, be and they are hereby adjudicated insolvents, and whereas it appearing to the Court that the appointment of a Receiver of the property of the insolvents is necessary, it is ordered that a receiving order be made against the said insolvents and that the Official Receiver of the Colony and Protectorate of Kenya be and he is hereby appointed such Receiver of the property of the said insolvents which is hereby vested in the said Official Receiver.

And it is further ordered that the schedule of creditors framed herein and approved by the Court on the 20th day of August, 1926, and the supplementary schedule, dated the 14th October, 1926, do stand with liberty to any creditors who have not yet proved to file particulars of their claims in writing supported by affidavit together with any documents on which they rely in proof of their claims, with the Official Receiver on or before the 17th day of June, 1927, after which date a further supplementary schedule of creditors will (if necessary) be framed by the said Official Receiver, and any person or persons having in his or their possession any properties or moneys belonging or due to the said insolvents should forthwith hand over and pay the same to the said Official Receiver.

And it is further ordered that the costs of this application be paid out of the estate of the said insolvents.

Given under my hand and the seal of the Court this 14th day of May, 1927.

J. E. R. STEPHENS,  
*Judge,*  
*Supreme Court of Kenya.*

## GENERAL NOTICE No. 492.

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

## PROBATE AND ADMINISTRATION.

CAUSE No. 327 OF 1918.

IN THE ESTATE OF MULLA DAUDJEE JIVANJI, 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 administrator, and that this Court has fixed the 23rd day of June, 1927, at 2-30 p.m. for the passing of the account after which date no objections thereto will be heard.

Mombasa,  
13th May, 1927.

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

## GENERAL NOTICE No. 493.

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

## PROBATE AND ADMINISTRATION.

CAUSE No. 18 OF 1925.

IN THE ESTATE OF SIR WILLIAM NORTHRUP McMILLAN,  
DECEASED.

To all whom it may concern.

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

Dated this 13th day of May, 1927.

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

## GENERAL NOTICE No. 494.

## PROBATE AND ADMINISTRATION.

PUBLIC TRUSTEE'S CAUSE No. 2 OF 1927.

IN THE MATTER OF J. FRASER, DECEASED.

To all whom it may concern.

TAKE NOTICE that on or after the 8th day of June, 1927, I intend to apply to the Supreme Court of Kenya at Nairobi, for an order to administer the estate of the above-named J. Fraser, who died at Laikipia on the 29th day of November, 1926.

Nairobi,  
16th May, 1927.

W. M. KEATINGE,  
*Public Trustee.*

## GENERAL NOTICE No. 495.

IN HIS MAJESTY'S SUPREME COURT OF KENYA.  
IN THE DISTRICT DELEGATE'S COURT  
AT ELDORET.

## PROBATE AND ADMINISTRATION.

CAUSE No. 3 of 1927.

NOTICE OF APPLICATION FOR ADMINISTRATION OF ESTATE OF  
RUSSELL CARR, LATE OF THE NAVAL AND MILITARY CLUB,  
94 PICCADILLY, IN THE COUNTY OF MIDDLESEX, ENGLAND,  
DECEASED.

TAKE NOTICE that application having been made in  
this Court by Albert Thomas Hernon, of Soy, in the Colony  
of Kenya, for letters of administration with exemplification  
of will annexed of the estate of Russell Carr, late of the  
Naval and Military Club, 94 Piccadilly, in the County of  
Middlesex, who died at Ipswich, in the County of Suffolk  
on the 8th day of June, 1926, this Court will proceed to make  
a decree in the same unless cause be shown to the contrary  
and appearance in this respect entered on or before the 2nd  
day of June, 1927.

Eldoret,  
12th May, 1927.

A. J. MACLEAN,  
*District Delegate.*

## GENERAL NOTICE No. 496.

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

## PROBATE AND ADMINISTRATION.

CAUSE No. 36 of 1927.

NOTICE OF APPLICATION FOR ADMINISTRATION OF ESTATE OF  
DIN MOHAMED S/O CHASITA, LATE OF NAIROBI, DECEASED.

TAKE NOTICE that application having been made in  
this Court by Mehtab Din d/o Inam Din, of Nairobi, for  
the administration of the estate of Din Mohamed s/o  
Chasita, late of Nairobi, who died at Nairobi on the 1st  
day of March, 1927, this Court will proceed to make a decree  
in the same unless cause be shown to the contrary and appear-  
ance in this respect entered on or before the 9th day of  
June, 1927.

Nairobi,  
16th May, 1927.

JOSEPH SHERIDAN,  
*Judge.*

## GENERAL NOTICE No. 497.

## PROBATE AND ADMINISTRATION.

PUBLIC TRUSTEE'S CAUSE No. 40 of 1927.

IN THE MATTER OF H. P. ESPIE, DECEASED.

To all whom it may concern.

TAKE NOTICE that on or after the 8th day of June,  
1927, I intend to apply to the Supreme Court of Kenya at  
Nairobi, for an order to administer with will annexed the  
estate of the above-named H. P. Espie, who died in Scotland  
on the 11th day of November, 1926.

Nairobi,  
20th May, 1927.

W. M. KEATINGE,  
*Public Trustee.*

## GENERAL NOTICE No. 498.

## PROBATE AND ADMINISTRATION.

SUPREME COURT CAUSE No. 111 of 1927.

IN THE MATTER OF JUMA SERIMANI BIN SHEIKH NOOR  
DIN, DECEASED.

To all whom it may concern.

TAKE NOTICE that the account of the estate of the  
above-named Juma Serimani Sheikh Noor Din, deceased, has  
been lodged with the Registrar of the Supreme Court at  
Nairobi, and that he has appointed the 8th day of June,  
1927, at 2 o'clock in the afternoon, for passing of such  
account.

Nairobi,  
20th May, 1927.

W. M. KEATINGE,  
*Public Trustee.*

## GENERAL NOTICE No. 499.

## PROBATE AND ADMINISTRATION.

SUPREME COURT CAUSE No. 124 of 1927.

IN THE MATTER OF MOHAMED BIN KHERI, DECEASED.

To all whom it may concern.

TAKE NOTICE that the account of the estate of the  
above-named Mohamed bin Kheri, deceased, has been lodged  
with the Registrar of the Supreme Court at Nairobi, and  
that he has appointed the 8th day of June, 1927, at 2  
o'clock in the afternoon, for passing of such account.

Nairobi,  
20th May, 1927.

W. M. KEATINGE,  
*Public Trustee.*

## GENERAL NOTICE No. 500.

## NOTICE.

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

CAUSE No. 95 of 1927.

IN THE MATTER OF THE COMPANIES ORDINANCE,  
ANDIN THE MATTER OF THE CIVIL SERVICE (B.E.A.)  
CO-OPERATIVE SOCIETY, LIMITED.

NOTICE is hereby given that by an order of His  
Majesty's Supreme Court of Kenya, made at Nairobi on  
the 21st day of April, 1927, upon the petition of S. Jacobs,  
Limited, it was ordered that the name of the Civil Service  
(B.E.A.) Co-operative Society, Limited, be restored to the  
Register of Joint Stock Companies and pursuant to the  
provisions of the Companies Ordinance, the said the Civil  
Service (B.E.A.) Co-operative Society, Limited, shall be  
deemed to have continued in existence as if the name thereof  
had never been struck off, and it was ordered that any notices  
and suits which the said petition may require to give or to  
institute against the said the Civil Service (B.E.A.) Co-  
operative Society, Limited, shall be deemed to have been  
duly served upon the said the Civil Service (B.E.A.) Co-  
operative Society, Limited, if sent by acknowledged regis-  
tered post to such of the persons then in Nairobi as are  
shown by the register of the said the Civil Service (B.E.A.)  
Co-operative Society, Limited, as having been Directors of  
that Company at the date when it was struck off such  
register, and it was ordered that the Registrar of Joint  
Stock Companies do advertise this order in his official name  
in the Official Gazette, and it was ordered that the said  
petitioner do pay to the Registrar of Joint Stock Companies  
the cost of advertising such order as aforesaid.

Dated this 18th day of May, 1927.

W. M. KEATINGE,  
*Registrar of Companies.*

## GENERAL NOTICE No. 501.

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

CAUSE No. 117 of 1927.

IN THE MATTER OF THE COMPANIES ORDINANCE,  
AND

IN THE MATTER OF SOCIETE ANONYME NYANZA.

NOTICE is hereby given that by an order of His  
Majesty's Supreme Court of Kenya, made at Nairobi on the  
5th day of May, 1927, it was ordered that Societe Anonyme  
Nyanza be wound up by the said Court under the provisions  
of the Companies Ordinance, and it was ordered that I the  
undersigned John Lesueur Greene, of Njoro, in the Colony  
of Kenya, Company Director should be and I was thereby  
constituted official liquidator of the Company.

Dated this 17th day of May, 1927.

J. L. GREENE.

## GENERAL NOTICE No. 502.

## NOTICE.

NOTICE is hereby given that Sydney Horne has sold  
his interest in the Blue Posts Hotel as from the 1st May,  
1927, and that A. B. de Witt has taken over all assets and  
liabilities.

E. P. DELANY,  
*Solicitor for Sydney Horne.*

## GENERAL NOTICE NO. 503

## NOTICE.

NOTICE is hereby given that the undermentioned goods will be sold by public auction at the Custom House, Mombasa, on the 4th July, 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.

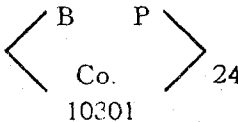
The surplus, if any, will be paid to the proprietor of the goods on his application in writing for the same within twelve months from the date of sale, but if on expiration of that date no such application shall have been received the surplus will be forfeited and shall be applied as if it had originally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

Custom House,  
Mombasa, 20th May, 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 4TH JULY, 1927.

Date.	Steamer.	Marks and Numbers.	No. & Description of Packages.
1927			
17th Jan.	Khalifa, South	Mohamedbhai Taibjee & Sons	1 package agric. implements
18th Jan.	Dromore Castle, Europe	J. W. 10 Msa.	1 case merchandise
20th Jan.	Rietfontein, Europe	R. R. N G S S M. EATC N. A. & Co. Lee The Rev. Mother Gabriel Uganda.	1 bag merchandise 3 casks cement 1 cask cement empty
3rd Feb.	Llandaff Castle, Europe	Nil	1 bundle carpets
3rd Feb.	Unknown, Europe	M. L. B. 93 I. Crook Nil Nil Nil Nil Nil Nil	1 lot screws 1 case merchandise 1 chair 1 lot hoes 1 case merchandise 1 lot weights & iron materials 3 bags merchandise 1 lot crockery 1 cask cement
3rd Feb.	Maiella, Europe	Nil	
5th Feb.	Boeroe, South	 10301 B 6057 L A M 85 Nil Nil	1 case beer
6th Feb.	Chambord, Europe	A. S. & Co.	1 bundle plates
10th Feb.	Springfontein, Europe	C. S. Kilindini H K X M Dalmy 6741/2 Nil Nil	1 bag manure 1 pipe loose 1 case merchandise
10th Feb.	Karagola, South	M. S. or N/N	1 cask cement 1 cask cement 6 pieces motor car parts 5 pieces pipes 31 bricks

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

FOR SALE ON 4TH JULY, 1927.

Date.	Steamer.	Marks and Numbers.	Nos. & Description of packages.
1927			
18th Jan.	Modasa, South	C. A. Margach	1 case merchandise
28th Jan.	Karagola, Bombay	Nil	2 bags

GENERAL NOTICE NO. 504

RETURN OF LICENCES ISSUED IN ELDAMA RAVINE UNDER THE TRADERS  
LICENSING ORDINANCE (No. 25 OF 1919).

For the Quarter ended 31st March, 1927.

LICENSEE.	Nature of Licence.	Licence Fee. Shillings	Date of Issue.
Faizuddin Allabux	Trading	300	4-1-27
Ibrahim Karimbux	"	300	4-1-27
Fulabhai D. Patel	"	30	4-1-27
Hirjee Ghelabhai	"	150	4-1-27
Adamjee Noorbhai	"	150	4-1-27
Adamjee Noorbhai	"	15	4-1-27
Adamjee Noorbhai	"	5	4-1-27
Jetha Purshottam	"	30	5-1-27
Ramondo Karioki	"	30	5-1-27
Juma a Rotich	"	30	7-1-27
Juma a Rotich	"	30	7-1-27
G. Vennisland	"	10	8-1-27
Kipsoi a Kipirir	"	5	8-1-27
Gangaram Daulatram	"	10	8-1-27
Nabi Bux	"	30	12-1-27
Shivabhai Gokalbhai Patel	"	30	12-1-27
Mohamed Abdulrehman	"	300	15-1-27
Mohamed Abdulrehman	"	30	15-1-27
Vallabhai Asabhai Patel	"	30	15-1-27
Ali Husein	"	30	15-1-27
Chaturbhai Javerbhai Patel	"	300	15-1-27
Mongalbhai V. Patel	"	300	15-1-27
Dayabhai Somabhai Patel	"	300	15-1-27
Dayabhai Somabhai Patel	"	30	15-1-27
Mohanlal Jessa Patel	"	300	15-1-27
Gordhondas Naghji	"	300	18-1-27
Menino Travass	"	30	18-1-27
Prubudass Bhailal & Co.	"	300	22-1-27
Govindji Ratsu Patel	"	30	22-1-27
Sabatia Trading Co.	"	30	27-1-27
Juma Hajee	"	300	27-1-27
Juma Hajee	"	30	27-1-27
Juma Hajee	"	30	27-1-27
Mit Singh, Carpenter	"	30	3-2-27
Ranchodbhai Gangadas Patel	"	10	3-2-27
Mohamed Abdulrehman	"	30	3-2-27
Kimani wa Muasi	"	30	11-3-27





May 25, 1927.

THE OFFICIAL GAZETTE

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† No allowance made for under-proof in excess of 12½%.

PRINCIPAL ARTICLES IMPORTED INTO AND CLEARED FOR \*HOME CONSUMPTION IN THE COLONY AND PROTECTORATE OF KENYA AND UGANDA PROTECTORATE DURING THE MONTH OF MARCH, 1927, SHOWING THE PRINCIPAL COUNTRIES OF ORIGIN OF IMPORTED TRADE GOODS.—Contd.

ARTICLES.	Unit of Quantity.	France.		Germany.		Holland.		Japan.		United States of America.		Other Foreign Countries.	
		Quantity.	Value.	Quantity.	Value.	Quantity.	Value.	Quantity.	Value.	Quantity.	Value.	Quantity.	Value.
1. Rice .. .. .	Cwts.	..	Sh.	..	Sh.	..	Sh.	..	Sh.	..	Sh.	..	Sh.
2. Wheat Meal and Flour .. .. .	"	..	..	..	..	..	..	..	..	..	..	..	..
3. Ale, Beer, Stout, etc. .. .. .	Imp. gals.	..	..	7,134	28,507	1,016	3,474	..	..	25	213	460	2,119
4. Ghee .. .. .	Cwts.	..	..	..	..	..	..	..	..	..	..	1 <sup>1</sup> / <sub>2</sub>	43
5. Spirits .. .. .	† I. & P. gal.	850	15,630	..	..	..	..	..	..	..	..	171	2,492
6. Sugarcane .. .. .	Cwts.	..	..	106 <sup>1</sup> / <sub>2</sub>	3,350	..	..	..	..	..	..	558 <sup>1</sup> / <sub>2</sub>	11,507
7. Tea .. .. .	"	..	..	..	..	..	..	..	..	..	..	4 <sup>3</sup> / <sub>4</sub>	541
8. Wines .. .. .	Imp. gals.	2,025	22,506	90	788	..	..	..	..	..	..	1,789	25,578
9. Cigarettes .. .. .	Lbs.	..	..	..	..	..	..	..	..	..	..	1	10
10. Tobacco, other, manufactured .. .. .	"	..	..	11	17	15,709	26,577	..	..	..	..	2,101	5,422
11. Wood and Timber .. .. .	Cub. feet	..	..	..	..	..	..	..	..	..	..	4,140	13,469
12. Cement, Building .. .. .	Tons	1	231	408	25,092	..	..	..	..	..	..	297	23,820
13. Galvanised Iron Sheets, Corrugated .. .. .	"	..	..	..	..	..	..	..	..	..	..	..	..
14. Iron and Steel Manufactures .. .. .	"	7 <sup>1</sup> / <sub>2</sub>	2,726	316 <sup>3</sup> / <sub>4</sub>	121,233	1 <sup>1</sup> / <sub>2</sub>	2,593	3 <sup>1</sup> / <sub>2</sub>	4,472	1 <sup>1</sup> / <sub>2</sub>	3,031	14 <sup>1</sup> / <sub>2</sub>	14,716
15. Hardware .. .. .	Cwts.	..	..	21 <sup>1</sup> / <sub>2</sub>	3,094	..	20	..	..	..	10	1 <sup>1</sup> / <sub>2</sub>	113
16. Shovels and Spades, etc. .. .. .	No.	..	..	31,783	15,883	2,560	2,844	..	..	1,752	1,974	..	..
17. Machines and Machinery .. .. .	Value	..	3,418	..	71,069	..	1,854	..	..	..	95,778	..	3,820
18. Cotton Piece Goods: Grey, unbleached .. .. .	Yards	..	..	..	..	..	..	1,052,700	..	813,710	..	32,400	..
	Cwts.	..	..	..	..	..	..	3,296 <sup>1</sup> / <sub>2</sub>	365,016	1,476 <sup>1</sup> / <sub>2</sub>	252,283	84	9,626
19. " " " bleached .. .. .	Yards	..	..	..	..	137,504	77,370	20,250	8,679	80	66	..	..
20. " " " printed .. .. .	"	..	..	7,347	5,097	54,903	38,947	..	..	..	..	38,330	18,974
21. " " " dyed in the piece .. .. .	"	..	..	3,497	5,871	47,022	38,152	87,438	39,727	391	426	9,865	16,643
22. " " " coloured .. .. .	"	..	..	5,491	4,587	140,437	127,077	281,897	114,733	..	..	25,441	24,489
23. Cotton Blankets .. .. .	Nos.	800	2,849	9,021	21,934	131,038	240,626	..	..	..	..	1,100	4,383
24. Jute Bags and Sacks .. .. .	Doz. & cwts.	..	..	..	..	..	..	..	..	..	..	..	..
25. Disinfectants and Insecticides .. .. .	Cwts.	..	..	196 <sup>1</sup> / <sub>2</sub>	3,323	..	..	..	..	4	974	..	..
26. Lubricating Oils .. .. .	Imp. gals.	..	..	1,018	2,431	..	..	..	..	42,919	140,390	..	..
27. Lubricating Greases .. .. .	Cwts.	..	..	..	..	..	..	..	..	173 <sup>1</sup> / <sub>4</sub>	7,744	..	..
28. Motor Spirit (Petrol) .. .. .	Imp. gals.	..	..	..	..	..	..	..	..	125,656	160,396	239,732	275,531
29. Mineral Oil, Illuminating or Burning (Kerosene) .. .. .	"	..	..	..	..	..	..	..	..	109,933	116,347	218,213	157,490
30. Soap, Common .. .. .	Cwts.	1	73	..	..	..	..	..	..	..	..	..	..
31. Soap, Toilet .. .. .	Value	..	116	..	4,283	..	2,400	..	..	..	527	..	..
32. Cycles (not motor) .. .. .	No.	1	415	6	653	30	4,666	..	..	..	..	..	..
33. Motor Cars .. .. .	"	..	..	..	..	..	..	..	..	88	332,273	5	14,323
34. Motor Lorries .. .. .	"	..	..	..	..	..	..	..	..	..	..	..	..
35. Motor Tractors .. .. .	"	..	..	..	..	..	..	..	..	98	353,473	..	..
36. Motor Cycles .. .. .	"	..	..	..	..	..	..	..	..	..	..	..	..
37. " " Sidecars for .. .. .	"	..	..	..	..	..	..	..	..	..	..	..	..
38. Fertilisers and Manures .. .. .	Tons	..	..	..	..	3 <sup>3</sup> / <sub>4</sub>	185	..	..	..	..	..	..
39. Other Articles .. .. .	Value	..	95,456	..	285,642	..	85,413	..	107,773	..	373,232	..	544,866
TOTAL .. .. .		—	143,423	—	602,854	—	652,198	—	640,400	—	1,839,137	—	1,169,975
TOTAL TRANSIT IMPORTS .. .. .		—	278	—	8,568	—	63,968	—	12,950	—	387	—	11,379
GRAND TOTAL .. .. .	Sh.	—	143,698	—	611,422	—	716,166	—	653,350	—	1,839,524	—	1,181,354

\* Note.—Home Consumption means: Goods cleared from Customs control on landing and also goods cleared from Bonded Stock. † No allowance made for under-proof in excess of 12<sup>1</sup>/<sub>2</sub>%.

Custom House Mombasa. 12th May. 1927.

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

GENERAL NOTICE No. 506.

SUMMARY OF PRINCIPAL EXPORTS OF DOMESTIC PRODUCE OF THE COLONY AND PROTECTORATE  
OF KENYA AND UGANDA PROTECTORATE DURING THE MONTH ENDED 31st MARCH, 1927.

ARTICLES.	Unit of Quantity.	TOTAL.	
		Quantity.	Value.
			Sh.
1. Maize .. .. .	Cwts.	490,636½	2,586,002
2. Other Grain and Pulse .. .. .	"	3,200½	31,940
3. Wheat Meal and Flour .. .. .	"	441½	8,994
4. Maize Meal and Flour .. .. .	"	16,846	147,285
5. Bran .. .. .	Tons	51½	4,356
6. Cattle for Food .. .. .	Nos.	115	9,000
7. Sheep and Goats for Food .. .. .	"	421	7,138
8. Butter .. .. .	Cwts.	10½	2,293
9. Cheese .. .. .	"	9½	1,861
10. Chillies .. .. .	"	243½	10,246
11. Coffee .. .. .	"	17,062	1,639,612
12. Potatoes .. .. .	"	1,839½	8,241
13. Sugar (Refined) .. .. .	"	3,467½	121,673
14. Wood and Timber .. .. .	Cub. feet	2,886	14,168
15. Carbonate of Soda .. .. .	Tons	5,034½	453,106
16. Metalliferous ores non-ferrous .. .. .	Value	..	4,000
17. Raw Cotton .. .. .	Centals	83,868½	5,032,140
18. Sisal Fibre and Tow .. .. .	Tons	1,118	889,950
19. Cotton Seed .. .. .	"	471½	52,814
20. Sesame Seed .. .. .	"	1,080½	459,722
21. Groundnuts .. .. .	"	½	101
22. Sesame Oil .. .. .	Imp. gals.	1,889	8,353
23. Hides dry and dry-salted .. .. .	Cwts.	5,262	459,700
24. Skins, Sheep and Goat .. .. .	Nos.	108,157	140,226
25. Rubber .. .. .	Centals	1,165½	79,228
26. Barks for Tanning .. .. .	Cwts.	10,550½	108,124
27. Ivory, Elephant .. .. .	"	22½	36,496
28. Shells Marine .. .. .	Tons	3½	375
29. Wool .. .. .	Cwts.	1,395	234,377
30. Soap Common .. .. .	"	464½	17,205
31. Animals not for Food .. .. .	Nos.	12	1,495
32. Other Articles .. .. .	Value	..	138,500
TOTAL EXPORTS .. .. .		—	12,708,721
*TOTAL RE-EXPORTS .. .. .		—	1,655,038
TOTAL TRANSIT EXPORTS .. .. .		—	266,989
GRAND TOTAL .. .. .			14,630,748

\*Re-exports include goods the produce or manufacture of Tanganyika Territory to the value of Shs. 663,109.

CUSTOM HOUSE,  
MOMBASA,  
12th May, 1927.E. G. BALE,  
for Commissioner of Customs.  
Kenya and Uganda

**SUMMARY OF PRINCIPAL EXPORTS OF DOMESTIC PRODUCE OF THE COLONY AND PROTECTORATE OF KENYA AND UGANDA PROTECTORATE**  
**DURING THE MONTH ENDED 31st MARCH, 1927.**

ARTICLES.	Unit of Quantity.	Great Britain.		India and Burmah.		Other British Possessions.		Belgium.		France.	
		Quantity.	Value.	Quantity.	Value.	Quantity.	Value.	Quantity.	Value.	Quantity.	Value.
			<i>Sh.</i>		<i>Sh.</i>		<i>Sh.</i>		<i>Sh.</i>		<i>Sh.</i>
1. Maize .. .. .	Cwts.	245,683½	1,289,839	..	..	7,241¼	38,016	132,683½	696,597	20,300	116,725
2. Other Grain and Pulse .. .. .	"	..	..	..	..	3,163½	31,524	..	..	..	..
3. Wheat Meal and Flour .. .. .	"	..	..	..	..	433	8,740	..	..	..	..
4. Maize Meal and Flour .. .. .	"	471¼	4,222	..	..	16,374½	143,063	..	..	..	..
5. Bran .. .. .	Tons	..	..	..	..	..	..	..	..	..	..
6. Cattle for Food .. .. .	Nos.	..	..	..	..	115	9,000	..	..	..	..
7. Sheep and Goats for Food .. .. .	"	..	..	..	..	307	3,850	..	..	..	..
8. Butter .. .. .	Cwts.	..	..	..	..	7½	1,693	..	..	..	..
9. Cheese .. .. .	"	..	..	..	..	9½	1,861	..	..	..	..
10. Chillies .. .. .	"	148½	6,308	..	..	67	2,722	..	..	28½	1,216
11. Coffee .. .. .	"	14,775	1,458,528	41	4,223	416½	34,851	..	..	891	91,773
12. Potatoes .. .. .	"	..	..	..	..	1,099¼	4,924	..	..	..	..
13. Sugar (Refined) .. .. .	"	..	..	..	..	3,382	119,267	..	..	..	..
14. Wood and Timber .. .. .	Cub. feet	..	..	7	56	2,230	8,920	649	5,192	..	..
15. Carbonate of Soda .. .. .	Tons	..	..	450	40,500	284¼	25,583	..	..	..	..
16. Metalliferous ores non-ferrous .. .. .	Value	..	..	..	..	..	..	..	4,000	..	..
17. Raw Cotton .. .. .	Centals	26,822¼	1,609,369	42,917½	2,575,058	..	..	..	..	..	..
18. Sisal Fibre and Tow .. .. .	Tons	661¼	525,200	..	..	30	24,000	184½	147,600	..	..
19. Cotton Seed .. .. .	"	448¼	50,234	..	..	23	2,580	..	..	..	..
20. Sesame Seed .. .. .	"	..	..	..	..	7	2,975	..	..	..	..
21. Groundnuts .. .. .	"	..	..	..	..	..	..	..	..	..	..
22. Sesame Oil .. .. .	Imp. gals.	..	..	..	..	1,785	7,937	..	..	..	..
23. Hides, dry and dry-salted .. .. .	Cwts.	2,350¼	205,326	..	..	..	..	2,372¼	207,250	36	3,145
24. Skins, Sheep and Goat .. .. .	Nos.	25,165	32,186	..	..	..	..	..	..	18,792	23,490
25. Rubber .. .. .	Centals	1,158	78,733	..	..	..	..	..	..	..	..
26. Barks for Tanning .. .. .	Cwts.	7,393	86,231	..	..	..	..	..	..	..	..
27. Ivory, Elephant .. .. .	"	17½	27,982	..	100	¼	2,238	..	..	..	..
28. Shells, Marine .. .. .	Ton	..	..	3	210	½	65	..	..	..	..
29. Wool .. .. .	Cwts.	1,395	234,377	..	..	..	..	..	..	..	..
30. Soap, Common .. .. .	"	..	..	..	..	463	17,165	..	..	..	..
31. Animals, not for Food .. .. .	Nos.	11	1,295	1	200	..	..	..	..	..	..
32. Other Articles .. .. .	Value	..	6,754	..	4,350	..	50,182	..	1,380	..	28,063
<b>TOTAL EXPORTS .. .. .</b>		—	5,616,584	—	2,624,697	—	541,156	—	1,062,019	—	264,412
<b>*TOTAL RE-EXPORTS .. .. .</b>		—	263,674	—	54,044	—	845,797	—	55,988	—	100,295
<b>TOTAL TRANSIT EXPORTS .. .. .</b>		—	15,623	—	..	—	186,262	—	..	—	—
<b>GRAND TOTAL .. .. .</b>	<i>Sh.</i>	—	5,895,881	—	2,678,741	—	1,573,215	—	1,118,007	—	364,707

\* Re-exports include goods the produce or manufacture of Tanganyika Territory to the value of *Sh.* 663,109.

SUMMARY OF PRINCIPAL EXPORTS OF DOMESTIC PRODUCE OF THE COLONY AND PROTECTORATE OF KENYA AND UGANDA PROTECTORATE  
DURING THE MONTH ENDED 31st MARCH, 1927.—*Contd.*

May 25, 1927.

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ARTICLES.	Unit of Quantity.	Germany.		Holland.		Italy.		Japan.		United States of America.		Other Foreign Countries.	
		Quantity.	Value.	Quantity.	Value.	Quantity.	Value.	Quantity.	Value.	Quantity.	Value.	Quantity.	Value.
			<i>Sh.</i>		<i>Sh.</i>		<i>Sh.</i>		<i>Sh.</i>		<i>Sh.</i>		<i>Sh.</i>
1. Maize .. .. .	Cwts.	76,973	404,108	7,187	37,752	..	..	..	..	..	..	568½	2,985
2. Other Grain and Pulse .. .. .	"	..	..	..	..	..	..	..	..	..	..	37	416
3. Wheat Meal and Flour .. .. .	"	..	..	..	..	..	..	..	..	..	..	8½	254
4. Maize Meal and Flour .. .. .	"	..	..	..	..	..	..	..	..	..	..	..	..
5. Bran .. .. .	Ton	51½	4,356	..	..	..	..	..	..	..	..	..	..
6. Cattle for Food .. .. .	Nos.	..	..	..	..	..	..	..	..	..	..	..	..
7. Sheep and Goats for Food .. .. .	"	..	..	..	..	..	..	..	..	..	..	174	3,288
8. Butter .. .. .	Cwts.	..	..	..	..	..	..	..	..	..	..	2½	600
9. Cheese .. .. .	"	..	..	..	..	..	..	..	..	..	..	..	..
10. Chillies .. .. .	"	..	..	..	..	..	..	..	..	..	..	..	..
11. Coffee .. .. .	"	..	..	1½	181	81½	8,424	..	..	..	..	855	41,632
12. Potatoes .. .. .	"	..	..	..	..	..	..	..	..	..	..	740½	3,317
13. Sugar (Refined) .. .. .	"	..	..	..	..	..	..	..	..	..	..	85½	2,406
14. Wood and Timber .. .. .	Cub. feet	..	..	..	..	..	..	..	..	..	..	..	..
15. Carbonate of Soda .. .. .	Ton	..	..	..	..	..	..	4,100	369,000	..	..	200½	18,023
16. Metalliferous ores non-ferrous .. .. .	Value	..	..	..	..	..	..	..	..	..	..	..	..
17. Raw Cotton .. .. .	Cental	..	..	..	..	..	..	14,128½	847,713	..	..	..	..
18. Sisal Fibre and Tow .. .. .	Ton	34	27,200	207¾	165,950	..	..	..	..	..	..	..	..
19. Cotton Seed .. .. .	"	..	..	..	..	..	..	..	..	..	..	..	..
20. Sesame Seed .. .. .	"	..	..	156	66,393	..	..	..	..	..	..	917½	390,354
21. Groundnuts .. .. .	"	..	..	..	..	..	..	..	..	..	..	101	101
22. Sesame Oil .. .. .	Imp. gals.	..	..	..	..	..	..	..	..	..	..	104	416
23. Hides, dry and dry-salted .. .. .	Cwts.	130½	11,395	..	..	373	32,584	..	..	..	..	..	..
24. Skins, Sheep and Goat .. .. .	Nos.	..	..	..	..	..	..	..	..	64,200	84,550	..	..
25. Rubber .. .. .	Cental	..	..	7½	495	..	..	..	..	..	..	..	..
26. Barks for tanning .. .. .	Cwts.	3,150½	21,841	..	..	..	..	7	52	..	..	..	..
27. Ivory, Elephant .. .. .	"	..	..	..	..	..	..	..	..	3½	6,176	..	..
28. Shells, Marine .. .. .	Ton	¼	100	..	..	..	..	..	..	..	..	..	..
29. Wool .. .. .	Cwt.	..	..	..	..	..	..	..	..	..	..	1	40
30. Soap, Common .. .. .	"	..	..	..	..	..	..	..	..	..	..	..	..
31. Animals not for food .. .. .	Nos.	..	..	..	..	..	..	..	..	..	..	..	..
32. Other Articles .. .. .	Value	..	11,030	..	3,937	..	1,550	..	..	..	5,926	..	25,328
TOTAL EXPORTS.. .. .		—	480,030	—	274,688	—	42,558	—	1,216,765	—	96,652	—	489,160
*TOTAL RE-EXPORTS .. .. .		—	16,485	—	9,561	—	39,567	—	485	—	4,498	—	264,644
TOTAL TRANSIT EXPORTS .. .. .		—	—	—	—	—	—	—	—	—	—	—	65,104
GRAND TOTAL .. .. .	<i>Sh.</i>	—	496,515	—	284,249	—	82,125	—	1,217,250	—	101,150	—	818,908

\* Re-exports include goods the produce or manufacture of Tanganyika Territory to the value of *Sh.* 663,109.

E. G. BALE

CUSTOM HOUSE, MOMBASA, 12th May, 1927.

for Commissioner of Customs, Kenya and Uganda.

## SHIPPING REPORT.

## KILINDINI HARBOUR.

MONTH OF April, 1927.

Name of vessel.	Captain.	Gross tons.	Cargo.	Nationality.	To whom Consigned.	From	Date.		Bound to
							Arr.	Dep.	
S.S. Lady D. Pender	G. H. Pattison..	1934	General	British	The Eastern Telegraph Co., Ltd.	Zanzibar	1927 April 1	1927 April 1	High Seas
„ Alacrite ..	W. R. Ceider ..	1830	„	„	Smith, Mackenzie and Co.	„	„ 1	„ 2	Dar-es-Salaam
„ Hermes ..	P. Rietkerk ..	3768	Oil Fuel	Dutch	„	Singapore	Mar. 26	„ 2	Singapore
„ Grantully Castle ..	Singeisen ..	7612	General	British	Union Castle Mail S/S Co., Ltd.	London	„ 31	„ 2	London
„ British Emperor	R. H. Farrington	3637	Oil Fuel	„	Gibson and Co.	Abadan	April 1	„ 5	Abadan
„ Guildford Castle ..	Gilbert ..	7995	General	„	Union Castle Mail S/S Co., Ltd.	London	„ 2	„ 5	London
„ Gorontalo ..	J. J. Jager ..	5884	„	Dutch	Twentsche Overseas Trading Co.	Tanga	„ 3	„ 7	Europe
„ Exp. Grandidier	Vieg ..	10240	„	French	Messageries Maritimes	Marseilles	„ 4	„ 4	Mauritius
„ Usambara ..	Jantzen ..	8690	„	German	Boustead & Clarke, Ltd.	Hamburg	„ 4	„ 6	Hamburg
„ Jagersfontein..	C. N. Beelen ..	5572	„	Dutch	Twentsche Overseas Trading Co.	Port Sudan	„ 4	„ 6	Tanga
„ F. Crispe ..	G. Salvo ..	7287	„	Italian	Societa Coloniale Italiana	Genoa	„ 4	„ 4	Zanzibar
„ Massaua ..	C. Bozzo ..	1544	„	„	„	„	„ 5	„ 6	„
„ Franconia ..	G. W. Melson ..	20175	„	British	Union Castle Mail S/S Co., Ltd.	Colombo	„ 6	„ 6	„
„ F. Crispe ..	G. Salvo ..	7287	„	Italian	Societa Coloniale Italiana	Zanzibar	„ 6	„ 6	Genoa
„ Karagola ..	Oliver ..	7053	„	British	Smith Mackenzie and Co.	Durban	„ 7	„ 8	Bombay
„ Sabbia ..	M. Poloe ..	5788	„	Italian	Societa Coloniale Italiana	Genoa	„ 7	„ 8	Genoa
M.V. Dumra ..	Foskett ..	2304	„	British	Smith Mackenzie and Co.,	Tanga	„ 7	„ 16	Lamu
S.S. Massaua ..	C. Bozzo ..	1544	„	Italian	Societa Coloniale Italiana	Zanzibar	„ 8	„ 10	Genoa
„ Queda ..	Blencowe ..	7766	„	British	Smith Mackenzie and Co.	Rangoon	„ 9	„ 10	Delagoa Bay
„ Khandalla ..	Harley ..	7018	„	„	„	Bombay	„ 9	„ 10	Durban
„ Gen Duchesne	Frial ..	7290	„	French	Messageries Maritimes	Mauritius	„ 10	„ 10	Marseilles
„ Mantola ..	James ..	8963	„	British	Smith Mackenzie and Co.	Beira	„ 10	„ 17	Europe
„ Canada Maru..	K. Mori ..	5780	„	Japanese	The African Mercantile Co. Ltd.	Colombo	„ 13	„ 16	Durban
„ Kasongo ..	E. J. Van Dierendouch	5254	„	Belgian	Mitchell Cotts and Co.,	Suez	„ 13	„ 14	Dar-es-Salaam
„ Modasa ..	G. W. Gilchrist	9070	„	British	Smith Mackenzie and Co.	Europe	„ 14	„ 16	Beira
„ Tripolitania ..	N. Matarazzo ..	2722	„	Italian	Societa Coloniale Italiana	Genoa	„ 14	„ 15	Zanzibar
„ Orator ..	F. Trinick ..	4622	„	British	The African Mercantile Co. Ltd.	Beira	„ 15	„ 28	Liverpool
„ Bernardin de St. Pierre	Le Flehec ..	10240	„	French	Messageries Maritimes	Mauritius	„ 16	„ 17	Marseilles
„ Tripolitania ..	N. Matarazzo ..	2722	„	Italian	Societa Coloniale Italiana	Zanzibar	„ 17	„ 18	Genoa
„ Collisto ..	G. A. de Haak..	4310	„	Dutch	Twentsche Overseas Trading Co.	Amsterdam	„ 18	„ 20	Amsterdam
„ Bildendijk ..	G. C. Kok ..	6856	„	„	„	„	„ 18	„ 21	Port Sudan
„ Karapara ..	Miller ..	7117	„	British	Smith Mackenzie and Co.	Durban	„ 19	„ 20	Bombay
„ A. R. Garros ..	Lorenzi ..	4760	„	French	Messageries Maritimes	Marseilles	„ 19	„ 19	Mauritius
„ Eritrea ..	A. D. Ottone ..	2573	„	Italian	Societa Coloniale Italiana	Genoa	„ 19	„ 20	Zanzibar
„ Stanley Hall ..	John English ..	4144	„	British	The African Mercantile Co., Ltd.	Liverpool	„ 20	„ 25	Calcutta
„ Hakata Maru	G. Makachiku..	5969	„	Japanese	W. C. Hunter and Co.	Singapor	„ 21	„ 21	Durban
„ Eritrea ..	A. D. Ottone ..	2573	„	Italian	Societa Coloniale Italiana	Zanzibar	„ 21	„ 21	Genoa
„ Karoa ..	Bannehr ..	7009	„	British	Smith Mackenzie and Co.	Bombay	„ 22	„ 22	Durban
„ Panama Maru	I. Kawasaki ..	5801	„	Japanese	The African Mercantile Co., Ltd.	Durban	„ 22	„ 29	Japan
„ Clan Murdoch	William Miller..	5930	„	British	„	Beira	„ 22	—	Still in Harbour
„ City of Birmingham	D. B. McIntosh	5309	„	„	„	Liverpool	„ 24	„	„
„ Nyassa ..	Fiedler ..	8754	„	German	Boustead & Clark, Ltd.	Aden	„ 24	April, 25	Tanga
„ Llanstephan ..	G. F. Gardner ..	11293	„	British	Union Castle Mail S/S Co., Ltd.	London	„ 27	„ 30	London
„ Queda ..	Blencowe ..	7766	„	„	Smith Mackenzie and Co.	Lourenco Marques	„ 28	„ 28	Bombay
„ Lady D. Pender	G. H. Pattison..	1984	Oil Fuel	„	The Eastern Telegraph Co., Ltd.	Zanzibar	„ 28	„ 28	High Seas
„ Perla ..	A. Carnincich ..	5741	General	Italian	Societa Coloniale Italiana	Genoa	„ 29	„ 30	Zanzibar

## MOMBASA HARBOUR.

Name of vessel.	Captain	Gross tons	Cargo.	Nationality	To whom Consigned.	From.	Date		Bound to.
							Arr.	Dep.	
S S Ayamonte ..	R J Gilchrist ..	845	General	British	Kampala General Agency, Ltd.	Kismayu	1927 April 7	1927 April 7	Zanzibar
" ..	" ..	"	"	"	" ..	Zanzibar	" 13	" 14	Kismayu
M.V. Dumra ..	Fosket ..	2304	"	"	Smith Mackenzie and Co.	Lamu	" 19	" 19	Mikindani
S S. Ayamonte ..	R. J. Gilchrist ..	843	"	"	Kampala General Agency Ltd.	Chismayu	" 21	" 21	Zanzibar
" ..	" ..	"	"	"	" ..	Zanzibar	" 27	" 28	Chismayu

## LAID-UP SHIPS.

S.S. Calicut ..	—	—	—	British	E. India Steam Navigation Co.	Dar-es-Salaam	1922 Nov 15	—	
" Cannanore ..	—	275	—	"	"	"	Apr. 10	—	

F. C. GREENWOOD, AG. PORT CAPTAIN.

S. 18381/2.

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The Defence Force Ordinance, 1927.

The European Officers' Pensions Ordinance, 1927.

The King's African Rifles Reserve of Officers Ordinance, 1926.

The Bills of Exchange Ordinance, 1926.

The Customs Tariff Ordinance, 1927.

The Customs Revenue Allocation Ordinance, 1927.

The Supplementary Appropriation (Railway) Ordinance, 1927.

The Stamps (Amendment) Ordinance, 1927.

The Town Planning (Amendment) Ordinance, 1927.

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