



THE  
OFFICIAL GAZETTE  
OF THE  
COLONY AND PROTECTORATE OF KENYA.

Published under the Authority of His Excellency the Governor of the  
Colony and Protectorate of Kenya.

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## GOVERNMENT NOTICE No. 300.

## APPOINTMENTS.

S. 236/Vol. III.

WILLIAM SLADE HAWKINS, to be Acting District Commissioner, North Kavirondo, Nyanza Province, with effect from the 7th August, 1923.

S. 6960.

STEPHEN OSWALD VERE HODGE, to be Assistant District Commissioner, South Lumbwa, Nyanza Province, with effect from the 17th August, 1923.

## SECRETARIAT,

NAIROBI,

5th September, 1923.

## MAGISTERIAL WARRANT.

STEPHEN OSWALD VERE HODGE, to be a Magistrate of the Second Class, with power to hold a Subordinate Court of the Second Class in the South Lumbwa District, whilst holding his present appointment as Assistant District Commissioner, South Lumbwa, Nyanza Province.

## SWAHILI EXAMINATION.

S. 46/VII

LOWER STANDARD, PASS.

B. A. CREAN, Resident Magistrate.

G. A. S. NORTHCOTE,

*for Colonial Secretary.*

## COLONY AND PROTECTORATE OF KENYA.

GOVERNMENT NOTICE No. 301.

S. 13595/20.

The following Bill is published for information and criticism:—

## A Bill

## Intituled

**An Ordinance to Amend Further the Law Relating to Masters and Servants and in Particular to Regulate the Residence of Native Families on Areas outside Native Reserves.**

1. This Ordinance may be cited as "The Master and Servants (Amendment) Ordinance, 1923," and shall be read as one with the Master and Servants Ordinance, 1910, hereinafter referred to as "the Principal Ordinance" and all Ordinances in amendment thereof.

Short title.

2. For the purposes of this Ordinance the expression:—

Definitions.

"Farm" shall mean any area of land (other than an area of land situated in a Township or gazetted Trading Centre) not included in a Native Reserve whether such land is leased or sold by the Crown or not and whether such area is unalienated Crown Land or Forest Reserve or not but shall not include the land at Freretown granted to the Church Missionary Society by His Highness the Sultan of Zanzibar for the purpose of settling released slaves thereon, provided, however, that settlement on the land shall be in accordance with the purpose of the original grant.

"Magistrate" shall mean the Magistrate having jurisdiction in the area in which a farm is situate.

"Occupier" shall mean and include the owner or lessee or any other person having a legal right to occupy a farm and shall also mean and include in respect of unalienated Crown Lands the Commissioner of Lands and in respect of Forest Reserves the Conservator of Forests.

"Family" shall mean a male native together with his wife or wives and children, if any.

"Stock" shall include cattle, sheep, goats, horses, swine, camels, mules and donkeys.

"Mission" shall mean any Mission recognised as such by the Governor.

3. No native shall reside on a farm unless he is

Where natives may reside on farms.

(a) the occupier thereof;

(b) a member of a family the head of which has duly entered into a contract, still unexpired, under Section 4 of this Ordinance to work on such farm, or is in actual lawful employment on such farm as domestic servant or artizan;

(c) a native in actual employment on such farm under a contract made under the provisions of the Principal Ordinance;

(d) a native who from age or infirmity is incapable of continuous employment and is closely related to a family lawfully residing on such farm, or;

(e) the holder of a permit in that behalf from a Magistrate.

4. (1) When the head of a family has entered into a contract of service for a period of not less than 12 months as hereinafter provided such family may also be permitted to reside on such farm.

Contract of service to work on a farm.

(2) Every such contract shall be in writing and shall be executed by the employer and by the head of the family and by all members of the family employable thereunder, and shall be attested by a Magistrate or by any person appointed by the Governor to attest contracts of Service under this Ordinance, and shall be in the form of agreement provided in the Schedule annexed to this Ordinance and shall provide:—

(a) for a term which shall not be less than one year and shall not exceed five years, notwithstanding anything to the contrary contained in the Principal Ordinance;

(b) for the head of a family and any male member thereof resident on the farm who is of the apparent age of 16 years or over or who shall attain that age during the continuance of the contract to work for the occupier for not less than 180 days at the election of the occupier in any one year during the term of such contract and for the occupier to provide employment for that number of days for each such person;

(c) for the supply by the occupier of building material for the family's huts;

(d) for the use by the family of land for cultivation and, when agreed upon, for grazing;

(e) for the rates of pay or other consideration to be paid or given to the head of the family and any member thereof for the period of actual employment;

(f) for the termination of the contract by not less than six months' notice on either side. Provided that the term of residence on a farm shall in no case be less than one year except with the approval of a Magistrate;

(g) for the removal by the family of crops cultivated by such family or for payment by the occupier of compensation in lieu thereof;

(h) in the case of Missions, for the regular attendance of the children of the family at school for the purpose of education as defined in Section 12 of this Ordinance.

(3) Any contract under this Section may with the consent of the parties and of the attesting officer relate to a group of farms in the same district.

(4) The original of every contract made under this section shall be filed in the office of the Magistrate of the district in which the farm is situated.

(5) A Magistrate or other attesting officer may refuse to attest any contract which does not provide for a fair remuneration in money having regard to the local rates of wages, or which in his opinion is likely to lead to a breach of the provisions of this Ordinance.

(6) When notice of termination of a contract has been given by either party thereto the occupier shall forthwith notify the Magistrate accordingly.

When natives  
may not reside  
on farms.

5. (1) No occupier shall permit any native to reside on a farm in contravention of the provisions of this Ordinance.

(2) No native shall move his family from a Native Reserve on to a farm unless he has previously obtained permission in writing to do so from the District Commissioner of the area in which such Native Reserve is situated.

Contract to be  
produced.

6. Any Magistrate, or any person duly authorised in writing in that behalf by a Magistrate or any Police Officer or Justice of the Peace may demand from any occupier the production of any contract entered into under the provisions of Section 4 hereof and such occupier shall forthwith produce such contract.

Register of  
resident  
natives.

7. Every occupier shall keep a register of all natives resident on his farm showing the dates of their contracts and the dates upon which they actually worked on such farm and the wages paid to them, and such register shall be in such form and shall set out such particulars as the Governor-in-Council may by rule prescribe.

Register of  
resident  
natives'  
cattle.

8. Every occupier shall keep a register of all cattle kept on his farm by natives lawfully resident thereon and such register shall be in such form and shall set out such particulars as the Governor-in-Council may by rule prescribe.

Registers to be  
produced.

9. Any Magistrate, or any person duly authorised in writing in that behalf by a Magistrate, or any Police Officer or Justice of the Peace may demand from any occupier the production of any register which is required to be kept under the provisions of this Ordinance, and may take all reasonable and proper steps to satisfy himself as to the correctness of any particulars entered therein, and may demand from such occupier an explanation of any apparent discrepancies therein. Any such occupier who shall knowingly make a false entry in any register or who shall refuse to furnish an explanation when lawfully called upon to do so or who shall knowingly furnish a false explanation shall be guilty of an offence.

10. (1) Any native lawfully residing on a farm by virtue of a permit or contract under Sections 3 and 4 of this Ordinance may with the consent of the occupier thereof, take on such farm any stock which is his property on such conditions as to numbers or otherwise as may be agreed by the occupier thereof and such native with the approval of a Magistrate. Every head of cattle over the age of six months so taken on such farm and all increase thereof over the age of six months shall be branded by such occupier with his brand together with the letter "S". Nothing in this Section shall be construed as entitling any stock to be moved in contravention of any restrictions imposed under the law for the time being in force relating to the Diseases of Animals. Provided that should there be any such restrictions in force at the time of the termination of such permit or contract prohibiting the moving of stock from such farm such stock shall remain on such farm without charge, and the owner thereof may also remain on such farm until such restrictions are removed, unless other arrangements are made for the care or disposal of such stock to the satisfaction of the parties and a Magistrate. Provided also that in the event of any such cattle being removed from such farm the owner of such cattle shall first produce them to the occupier of such farm who shall cause such cattle to be re-branded with his brand reversed.
- (2) For the purposes of this section every occupier who enters into a contract under this Ordinance whereby any cattle may be brought on to his farm shall provide himself with a registered cattle brand.

Movement of  
and branding  
of resident  
natives' cattle.

11. No payment in money or in kind shall be made by any native resident on a farm for the right to cultivate any land or to graze any stock or for the use of salt licks, fuel, or water on such farm and no occupier shall enter into any contract with the head of a family or any other native whereby the occupier shares any profit derived by such head of a family or other native from his cultivation or from the increase or produce of his stock on the farm of such occupier.

Prohibition  
against  
payment by  
natives.

12. Natives employed on farms in the occupation of Missions in receiving or imparting industrial or technical instruction with or without literary or theological instruction or training for not less than 180 days in each year shall be exempt from the provisions of Section 3 of this Ordinance provided that such instruction or training is under proper and responsible control to the satisfaction of a Magistrate.

Natives  
employed on  
Mission lands.

13. The provisions of Sections 24, 25 and 27 of the Principal Ordinance in so far as they relate to housing and to the supply of blankets and cooking utensils shall not apply to any native residing on a farm under the provisions of Section 3 or 4 of this Ordinance.

14. (1) Offences against the provisions of Sections 3, 5, 6, 7, 8, 9, 10 and 11 of this Ordinance shall be cognizable to Labour Inspectors and to the Police.

Cognizable  
offences.

- (2) A Magistrate may in his discretion rescind any contract of service where it has been proved to his satisfaction that there has been a breach of the terms thereof or that the native has been convicted of a criminal offence, provided that the native shall retain his rights over his moveable property and his growing crops.

15. Any person committing a breach of the provisions of this Ordinance for which no specific penalty is provided shall be liable on conviction to a fine not exceeding fifty pounds or to a term of imprisonment of either description not exceeding two months or to both.

Penalty.

16. Sub-section (6) (a) of Section 3 of the Master and Servants Amendment Ordinance, 1919, is hereby repealed and the following sub-section is substituted therefor:—

Amendment  
Section 3 (6)  
(a) of the  
Master and  
Servants  
Amendment  
Ordinance,  
1919.

- "(6). (a) To take cognisance of any offence committed by an employer against any of the provisions of the Master and Servants Ordinance, 1910, or of any Ordinance amending the same, and to prosecute and appear in his own name in respect of the same, or;"

17. The Resident Natives Ordinance, 1918, is hereby repealed. Provided, however, that all agreements entered into thereunder and now existing, and the rights, duties and obligations of the parties thereunder shall be governed and enforced by, under, and in accordance with the provisions of that Ordinance for a period not exceeding 6 months from the date of this Ordinance.

Repeal.

## SCHEDULE.

## SECTION 4. ORDINANCE OF 1923.

Memorandum of Agreement made this \_\_\_\_\_ day of \_\_\_\_\_

1. Full name of employer. \_\_\_\_\_ 19 \_\_\_\_\_, by and between<sup>(1)</sup>
2. Address. \_\_\_\_\_ of<sup>2</sup>
3. Full name of native as given on Registration Certificate. \_\_\_\_\_ (hereinafter referred to as the employer) and<sup>3</sup> Registered No. \_\_\_\_\_ of<sup>4</sup>
4. Insert name of native's district, location and Chief. \_\_\_\_\_ (hereinafter referred to as the native) whereby it is agreed.

(1) That this agreement shall have effect from the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, and shall be for a term of \_\_\_\_\_ years ending on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, unless lawfully determined earlier.

(2) That the native together with his wife or wives and children shall reside and may graze his stock on such part only of the employer's farm at \_\_\_\_\_ as the employer may direct during the period of this Agreement.

- (3) That during the period of this Agreement the native and every male member of his family who is of the apparent age of 16 years or over or who shall attain that age during the continuance of this contract and is resident on the employer's farm shall each work for the employer, at such times as the employer may direct, for not less than<sup>5</sup> \_\_\_\_\_ days at the election of the occupier in each period of twelve months, and that the employer shall provide employment for the native and for the male members of his family for such number of days.
5. Not to be less than 180 days but may be more if agreed.

(4) That the times during which the native is required to work for the employer shall be so arranged as to allow the native reasonable time to sow, cultivate and reap his own food crops.

- (5) That the employer agrees to pay to the native and to the male members of his family wages at the rate of \_\_\_\_\_ for every<sup>6</sup> \_\_\_\_\_, and <sup>7</sup> \_\_\_\_\_.
6. Day, month or thirty-day card worked.

- (6) That the employer shall provide good and sufficient building material for the erection of huts for the accommodation of the native and his family.
7. Insert conditions as to rations or other consideration if agreed upon, or strike out if inapplicable.

- (7) That the employer shall provide the native with sufficient and suitable land for the cultivation of food crops for himself and his family, and for grazing the following numbers of stock, namely <sup>8</sup> \_\_\_\_\_.
8. Number of each kind of stock to be specified.

(8) That with the consent of a Magistrate this agreement may be terminated by either the employer or the native giving to the other six calendar months' notice provided that the native shall suffer no prejudice in regard to the care and reaping of his crops or in regard to the removal of his family or stock and provided that the employer may demand the fulfilment by the native of any conditions of this Agreement to which the native may be liable in respect of his obligation to work.

(9) In the event of this Agreement being determined the native shall be entitled to remove all his movable property on the farm but shall not move any buildings and shall not be entitled to any compensation therefor or for any improvements to immovable property made by him.

(10) That the native shall cause his children to attend regularly at the school provided by the employer on the said land.

(This Clause to be inserted only in the case of Missions and farms on which schools to the satisfaction of the Magistrate are provided otherwise to be struck out).

(Any other conditions agreed to by the parties which do not contravene the provisions of this or any other Ordinance. Such conditions, if any, shall be numbered consecutively).

AS WITNESS the hands of the parties hereto.

Witness to the signature  
of the employer.

Witness to the signature  
or mark of the native.

LIST OF PERSONS EMPLOYABLE UNDER THIS  
CONTRACT.

Name.	Registered Number.	Nature of Service.	Remuneration.

I hereby certify that the contents of this agreement have been read and explained by me to the native and that he appears to have executed this agreement with a full knowledge of its contents.

Filed \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_

*Resident Magistrate.*

PROCLAMATION No. 70.

S. 22001/2.

THE AGRICULTURAL PRODUCE EXPORT  
ORDINANCE, 1921.

## PROCLAMATION.

WHEREAS by Section 1 of the Agricultural Produce Export Ordinance, 1921, it is provided that the Governor-in-Council may by Proclamation in the Gazette declare the date upon which the said Ordinance shall come into operation.

Now therefore I, Charles Calvert Bowring, Knight Commander of the Most Excellent Order of the British Empire, Companion of the Most Distinguished Order of Saint Michael and Saint George, Acting Governor and Commander-in-Chief of the Colony and Protectorate of Kenya, having taken the advice of my Executive Council, do order and proclaim that the aforesaid Ordinance shall come into operation on the 1st day of November, 1923.

(Given under my hand at Nairobi this 28th day of August, 1923.

C. C. BOWRING,  
*Acting Governor.*

GOD SAVE THE KING.

PROCLAMATION No. 71.

S. 22001/2.

THE AGRICULTURAL PRODUCE EXPORT  
ORDINANCE, 1921.

## PROCLAMATION.

WHEREAS by Section 2 of the Agricultural Produce Export Ordinance, 1921, it is provided that the Governor-in-Council may proclaim any article whatever produced or derived from farming operations to be agricultural produce for the purpose of the said Ordinance.

Now therefore I, Charles Calvert Bowring, Knight Commander of the Most Excellent Order of the British Empire, Companion of the Most Distinguished Order of Saint Michael and Saint George, Acting Governor and Commander-in-Chief of the Colony and Protectorate of Kenya, having taken the advice of my Executive Council, do order and proclaim that the article mentioned in the Schedule hereto is agricultural produce for the purposes of the aforesaid Ordinance.

Given under my hand at Nairobi this 28th day of August, 1923.

C. C. BOWRING,  
*Acting Governor.*

GOD SAVE THE KING.

### SCHEDULE.

Maize.

GOVERNMENT NOTICE No. 302.

S. 22001/2.

# THE AGRICULTURAL PRODUCE EXPORT ORDINANCE, 1921.

## RULES.

IN EXERCISE of the powers conferred upon the Governor-in-Council by Section 10 of the above Ordinance, His Excellency the Acting Governor-in-Council has been pleased to make the following Rules:—

1. These Rules may be cited as "The Grading of Maize Rules, 1923."

2. There shall be seven grades and one "under-grade" of maize of the class and description set out in the Schedule to these Rules.

3. The maize shall be delivered in a manner suitable for purposes of inspection at the wharf at Kilindini or Mbaraki piers or at such other places at the Coast as the Director of Agriculture may prescribe.

4. (a) The Administration of the Uganda Railway is hereby empowered to store graded maize under the block-stacking system, each block-stack to be composed of one grade of maize but without regard to the ownership of the maize.

(b) The owner or shipper, in withdrawing maize from a block-stack shall be entitled to receive a quantity of maize of the same quality and quantity as the Administration of the Uganda Railway may have in block-stack belonging to him, but the owner or shipper shall not be entitled to receive any identical bag or bags delivered by him or them or their assigner to the said Administration for storage.

(c) The maize shall be block-stacked subject to any charges, rules, regulations or conditions not inconsistent with the Agricultural Produce Export Ordinance, 1921, or with these Rules, which the Administration of the Uganda Railway may see fit to impose.

(d) Owners of maize intended for export or their accredited agents may be required to enter into a separate agreement with the Administration of the Uganda Railway concerning the method and conditions of block-stacking.

(e) No person shall export or cause or permit to be exported or attempt to export maize without having first stored it as above directed except as provided for by Rule 24.

5. The owner or shipper shall notify the Inspector, giving particulars of the consignment, i.e., name of ship on which space has been provided, consignee, destination, number of bags.

6. Such notification shall be given at least four clear days before shipment is due, and delivery at the places mentioned in Rule 3 shall, if required, be made at least two clear days before shipment.

Inspection shall only be made within 14 days of shipment; if necessary, re-inspection shall be made and the grade may thereupon be altered.

7. The certificate of grade shall be delivered to the shipper only on production of the "shipping order" or "bill of lading."

8. Every bag of maize in a consignment shall be examined before a certificate is granted in respect of such consignment.

9. It shall be lawful for the Inspector to abstract, remove and retain samples from each bag examined, provided that the sample taken from any one bag shall not exceed one-half of one per cent of the total contents of that bag.

10. No certificate of grade shall be issued in respect of any consignment of maize found on examination to be wet, unripe or badly developed, musty or "weevily"; for the export of maize which is defective in these respects but whose export is not prohibited under Rule 21 an Inspection Certificate shall be issued.

11. Maize intended for export shall be contained in new twill bags, 2½ lb. weight, 8 by 8, or 8 by 6 (porter and shot) in good condition and securely doubly sewn with overlapping edges.

12. The weight of the contents of each bag of maize shall be 200 lb.

13. Each bag of produce graded in accordance with this Ordinance shall be branded with (K) and the number of the grade within a ring.

14. Weevily produce shall, provided the consignor shall have clearly stated on the railway consignment note that such produce is weevily be accepted by the Railway Administration for transport to the Coast for export under supervision, and provided further that each consignment of such produce shall be accompanied by a special form of certificate endorsed "weevily."

15. In the event of produce developing weevil after it has been graded the owner thereof shall, upon receipt of notice to this effect from the Inspector, remove the same forthwith at his own expense to a place set aside for such produce.

16. Weevily produce awaiting shipment at the port shall be stored separately from clean produce and any produce railed or delivered at the place of inspection as sound and discovered by the grader to be weevily on arrival at the port shall be removed forthwith by the owner at his own expense to a place set aside for such produce.

17. Should it be found necessary to store weevily produce at the places mentioned in Rule 3 pending the arrival of a vessel with space available to take such produce, the cost of such storage shall be borne by the owner.

18. Weevily produce shall not be shipped in a hold which also contains clean produce.

19. All produce rejected by the grader shall be removed by and at the expense of the owner from the wharf sheds not later than the fourth day after such rejection, provided that produce rejected on account of dampness may be dried by the consignee, on premises to be provided by himself, at his own expense, and may again later be offered for inspection.

20. In the event of any consignor electing to store produce rejected for export, in private sheds away from the wharf such action shall be permitted, but should the owner of such produce thereafter decide to dispose of it locally he may do so on payment of the difference between the special export railway rate and the ordinary rate obtaining between the station of origin and the port. If the produce rejected is not re-submitted for grading and exported within a period of 30 days from the date of rejection payment of such difference must then be made.

21. No maize shall be permitted to be exported which contains more than 14 per centum of moisture as determined by the Brown-Duvel Tester.

22. A charge shall be made by the Inspector at the rate of 6 cents per bag in respect of all maize submitted for grading under these regulations, and payment therefor shall be made prior to issue of certificate or removal of maize. If maize has been removed and later re-submitted for inspection the same charge shall again be levied.



23. The Government shall not be held responsible for any loss which may be sustained in connection with maize forwarded for export, and shall not undertake any responsibility in respect of any certificate which may be issued under these regulations.

24. These rules shall not apply to maize exported to any port on the eastern Coast of the Continent of

Africa, south of Port Said and north of Beira or to any port of Arabia.

Nairobi,

28th August, 1923.

G. R. SANDFORD,

*Clerk to the Executive Council.*

### SCHEDULE.

#### MAIZE.

<i>Grade Mark to be shewn on bags.</i>	<i>Class.</i>	<i>Description.</i>
1.	Flat White, 1st Grade	To be sound, dry, plump, well-cleaned, uniform in size, and to contain not more than 3 per cent of defective, and/or coloured and/or discoloured kernels, of which not more than .25 per cent may be purplish coloured.
2.	Flat White, 2nd Grade	To be sound, dry and clean, to contain not more than 10 per cent of defective, and/or coloured and/or discoloured kernels. Kernels may be of irregular size and shape.
3.	Round White ...	To be sound, dry and clean, to contain not more than 10 per cent of defective, and/or coloured, and/or discoloured kernels. Kernels may be of irregular size and shape.
4.	Flat Yellow ...	To be sound, dry and clean, to contain not more than 10 per cent of defective, and/or coloured and / or discoloured kernels. Kernels may be of irregular size and shape.
5.	Round Yellow ...	To be sound, dry and clean, to contain not more than 10 per cent of defective, and/or coloured and / or discoloured kernels. Kernels may be of irregular size and shape.

NOTE.—In the application of the terms "coloured" used in Grades 2 to 5, not more than 2 per cent of purplish coloured kernels is permissible.

6.	Mixed ...	To be sound, dry, clean and to contain not more than 10 per cent of defective kernels only, of which not more than 4 per cent may be purplish coloured. This class may include a mixture of all the various types and colours of maize (except as provided above) and the kernels may be of irregular size and shape.
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## SCHEDULE.—(Contd.).

<i>Grade Mark to be shewn on bags.</i>	<i>Class.</i>	<i>Description.</i>
7.	Mixed (Native) ...	To be sound, dry, clean and to contain not more than 10 per cent of defective kernels only. This class may include a mixture of all the various types and colours of maize and the kernels may be of irregular size and shape.
8.	Under Grade ...	To comprise maize which does not fall within the requirements of any of the above-defined grades 1 to 7, provided it is reasonably sound and commercially fit for shipment.

NOTE.—The certificate of "Undergrade" shall state whether the consignment is "free of weevils" or "slightly weevily" at date of inspection.

GOVERNMENT NOTICE No. 303.

S. 23035.

THE INTERPRETATION AND GENERAL CLAUSES ORDINANCE, 1912, THE INDIAN TELEGRAPH ACT (No. XIII) OF 1885 AND THE WIRELESS TELEGRAPHY ORDINANCE, 1913.

*Cancelled  
Gov. Notice  
246/1926*

IN EXERCISE of the powers conferred on me by the Interpretation and General Clauses Ordinance, 1912, Section 13, and all other powers thereunto enabling me, I, Charles Calvert Bowring, Knight Commander of the Most Excellent Order of the British Empire, Companion of the Most Distinguished Order of Saint Michael and Saint George, Acting Governor of the Colony and Protectorate of Kenya, hereby depute the person for the time being holding the office of Postmaster General to exercise the power of granting licences conferred on me by the Indian Telegraph Act, 1885, Section 4, as applied to the Colony and Protectorate, and the Wireless Telegraphy Ordinance, 1913, Section 7.

Given under my hand at Nairobi this 27th day of August, 1923.

C. C. BOWRING,  
*Acting Governor.*

GOVERNMENT NOTICE No. 304.

S. 3040/1.

THE PUBLIC TRAVEL AND ACCESS ROADS ORDINANCE, 1920.

IN VIRTUE of the powers conferred on him by Section 3 of the above-named Ordinance, the Deputy to His Excellency the Acting Governor has been pleased to appoint J. H. Beasley, Esquire, to be a Member of the Naivasha District Road Board for the remainder of the year 1923:—

By Command of the Deputy to His Excellency the Acting Governor.

Nairobi,

Dated this 27th day of August, 1923.

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

GOVERNMENT NOTICE No. 305.

S. 3040/2.

THE PUBLIC TRAVEL AND ACCESS ROADS ORDINANCE, 1920.

IN VIRTUE of the powers conferred on him by Section 3 of the above-named Ordinance, His Excellency the Governor has been pleased to authorize the appointment to the Eldama Ravine District Road Board for the remainder of the year 1923 of

Mr W. E. Cromie,  
*vice*

Major F. S. Roberts (Resigned).

By Command of His Excellency the Governor.

Nairobi,

Dated this 3rd day of September, 1923.

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

GOVERNMENT NOTICE No. 306.

S. 20034/3/100.

CONFIRMATION OF ORDINANCE.

NOTICE.

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

"An Ordinance further to amend the Native Authority Ordinance, 1912"

(No. XXVI of 1922).

By Command of His Excellency the Governor.

Nairobi,

Dated this 4th day of September, 1923.

G. R. SANDFORD,  
*Clerk to Councils.*

GOVERNMENT NOTICE No. 307. S. 3642/1.

NOTICE.

THE following instructions from the Secretary of State regarding the uniforms to be worn by officers of the Port and Marine Department of Kenya are published for information of those concerned:—

DRESS REGULATIONS FOR OFFICERS OF THE PORT AND MARINE DEPARTMENT OF KENYA.

1. Subject to any alteration which may from time to time be approved, the dresses directed to be worn by officers appointed to the regular staff of the Port and Marine Department of the Colony are as specified hereunder and the prescribed patterns are to be strictly adhered to.

2. Every Officer included in the provision of these regulations shall from the time of taking up his appointment in the Colony to that of his being removed from it, wear on the occasions specified the dress established for his rank except when he shall have leave from his superior officer to be absent from his place of duty, when the wearing of the prescribed dress or plain clothes shall be optional.

3. Officers shall not wear the prescribed dresses or allow them to be worn at Fancy Dress Balls.

4. Retired officers of the Royal Navy and officers of the Royal Naval Reserve may on State and other occasions of ceremony when the wearing of uniform is ordered by His Excellency the Governor, wear the uniform of their rank in these services.

Nairobi,  
25th August, 1923.  
J. E. S. MERRICK,  
for Acting Colonial Secretary.

DRESSES AND OCCASIONS ON WHICH THEY ARE TO BE WORN.

Dresses.		Occasions.
No. 1. Ordinary white dress.	White coat. Shoulder straps. white trousers. Helmet or cap (white cover). Shoes—white or brown. Decorations and medals or ribbons* of decorations and medals according to occasion on which being worn.	(a) State or other occasions of ceremony. <i>Note.</i> With helmet and decorations and medals and white shoes.  (b) Ordinary occasions of duty afloat or on shore.
No. 2. Mess dress.	White mess jacket. Shoulder straps. White waistcoat or kamarband. Blue trousers. Miniature decorations and medals or ribbons or miniature decorations and medals. Black boots or shoes.	At ordinary dinners or evening entertainments where evening dress is worn. <i>Note.</i> Optional unless specially ordered by a superior officer.
No. 3. Khaki dress.	Jacket (Military pattern) of khaki drill. Shoulder straps. Khaki drill trousers. Brown or black boots or shoes. Khaki helmet or cap with khaki cover. Ribbons of medals and decorations.	(a) In place of No. 1 in wet or stormy weather  (b) On ordinary occasions of duty at night.
No. 4. Blue dress.	Double-breasted coat of usual pattern of marine uniform of blue cloth or serge. Pockets without flaps. Distinction lace on cuffs of sleeves. Trousers of blue cloth or serge. Cap. Black boots or shoes. Ribbons of decorations and medals.	On ordinary occasions of duty at night when too cold for No. 3.

GENERAL INSTRUCTIONS.

Coats and jackets ... .. To be worn buttoned.  
  
Jewellery ... .. Watch chains and trinkets are not to be worn outside coats, nor pins, rings or other ornaments on neckties.

NOTE.—A gold safety pin may be worn with a soft collar.

\* On removable bar or bars.

**Mourning.**

On all occasions of mourning officers are to wear a piece of black crepe  $2\frac{1}{2}$  inches wide round the left arm above the elbow.

**Neckties.**

To be black. For Mess dress, the bow tie, on all other occasions the sailors' knot.

**Shirts and collars.**

To be white. Shirts with soft cuffs may be worn with all dresses except No. 2.

Soft white collars may be worn with No. 1 and No. 3 dresses.

**DESCRIPTIONS OF DRESSES.****White coat.**

White drill, single breasted, step collar, four buttons at the front, and an opening at the bottom of each seam, five inches long. A patched pocket on each breast, without flaps. Shoulders fitted for shoulder straps.

**White Mess jacket.**

White drill or linen, double breasted, roll collar. Slightly roached over the hips, with a rounded peak behind; two pockets with welts at the sides. Two buttons in each row and two button holes on either side to correspond with the buttons. To be worn linked with two buttons connected by a ring.

**Waistcoat, evening.**

White marcella, single breasted, cut low, with roll collar and four buttons.

**Shoulder straps.**

Blue cloth with distinction lace, according to rank. Straps to be  $5\frac{1}{4}$  inches long,  $2\frac{1}{4}$  inches wide and to have a button at the top.

**Cap.**

The usual pattern of uniform cap as worn in the Royal Navy and Mercantile Marine by officers.

**Helmet.**

(a) Military: shape covered with white material. Fitted with a white cotton puggaree of six folds, folded back and front, with one row of dark blue silk about  $\frac{1}{4}$  inch showing at top edge.

(b) The same style of helmet in khaki for use with No. 3 dress.

**Distinction gold lace.**

To be worn on the cuff with No. 4 dress and on the shoulder straps with all other dresses.

**For:**

Port Captain: 4 rows } of  $\frac{1}{2}$  in. gold lace.  
Port Officer, Mombasa: 3 rows }  
Government Pilots: 2 rows { of  $\frac{1}{2}$  in. gold lace with  
a row of  $\frac{1}{4}$  in. lace  
between them.

The space between each row of distinction lace to be one-quarter of an inch.

In each case the top row of lace is surmounted by a crown and anchor on a blue cloth ground.

**Cap badge.**

A wreath of gold laurel leaves surrounding a silver anchor embroidered on a blue cloth ground with a crown above it embroidered in gold and silver and with the word "Kenya" in letters of gold over the anchor. The outside dimensions of the badge to be  $2\frac{1}{2}$  inches high by 3 inches broad.

**Peak of cap.****For:**

Port Captain: Covered with blue cloth and bound with patent leather and embroidered on the front edge with oak leaves in gold  $\frac{3}{4}$  of an inch wide.

All other officers: Patent leather without embroidery.

**Buttons.**

A gilt-raised button with a rope rim encircling a plain rim inside of which is an anchor surmounted by the word "Kenya."

Buttons in three sizes.

GOVERNMENT NOTICE No. 308.

S. 299.

**THE NATIVE AUTHORITY ORDINANCE, 1912.****NOTICE.**

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

Nairobi,

August 29th, 1923.

O. F. WATKINS,

for Chief Native Commissioner.

**SCHEDULE.****COAST PROVINCE.—KILIFI DISTRICT.**

Name.	Area.	With effect from.	Remarks.
Mangi s/o Mwaro	Mkalengeni	Aug. 1st, 1923	Vice Masha Deva, deceased.

GOVERNMENT NOTICE No. 309.

S. 15336.

**OBITUARY.**

HIS EXCELLENCY the Acting Governor regrets to announce the death in England on the 18th of August from Pneumonia of Mr. J. Nicholson, Executive Engineer in the Public Works Department.

GOVERNMENT NOTICE No. 267.

**PASSPORT NOTICE.**

THE public are reminded that cheques cannot be accepted in payment of Passport fees.

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

GENERAL NOTICE No. 701.

**THE DISEASES OF ANIMALS ORDINANCE, 1906.****APPOINTMENT.**

To be an Honorary Permit Issuer:

Captain Craig, Fort Ternan  
vice

Major O. Ayre Smith (Resigned).

Nairobi,

31st August, 1923.

A. G. DOHERTY,  
for Chief Veterinary Officer.

## GENERAL NOTICE No. 429.

## NOTICE.

## TENDERS FOR MANGROVE BARK.

TENDERS are invited for the rights to collect Mangrove Bark in the Mangrove Swamps of the Lamu District for a period of five years.

The basis of tender will be a royalty payment per ton of Bark exported or sold locally.

The felling and barking of trees will be conducted in annual coupes.

Full particulars as to the terms and conditions of the licence and the annual coupes, their position and estimated yield of bark, may be obtained from the Assistant Conservator of Forests, P.O. Box 78 Mombasa. The successful tenderer will be required to deposit a sum of one thousand shillings (S. 1,000) with the Conservator of Forests before the issue of the licence, to be held as security for the due performance and observation of the terms of the licence.

Tenders will be opened on the 1st October, 1923, they should be sealed, clearly marked "Tender for Mangroves" and be addressed to the undersigned.

The highest or any tender will not necessarily be accepted.

Nairobi,

11th May, 1923.

W. B. JACKSON,  
Acting Conservator of Forests.

## GENERAL NOTICE No. 668.

## UGANDA RAILWAY.

## TENDERS FOR HICKORY KING MAIZE FLOUR.

TENDERS are invited for 1200 tons of fine ground and sifted Flat White Hickory King Maize Flour on the following conditions:—

1. Delivery to be made at the rate of approximately 200 tons per month commencing about the middle of October next.

2. Quotation to include cost of bags and also delivery into railway trucks at any 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. nett.

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

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

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

7. Sealed tenders marked "Tenders for Maize Flour" should reach the Chief Storekeeper's Office, Uganda Railway, Nairobi, P.O. Box 40, on or before the 11th September, 1923, after which date no tenders will be considered.

8. The lowest or any tender not necessarily accepted.

Nairobi,

15th August, 1923.

C. L. N. FELLING,  
General Manager.

## GENERAL NOTICE No. 702.

## 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.
Aug. 6th, 1923	S.S. "Marechal Gallieni"	Aug. 27th, 1923
Aug. 11th, 1923	S.S. "Usaramo"	Aug. 28th, 1923
Aug. 15th, 1923	S.S. "Guildford Castle"	Sept. 2nd, 1923

General Post Office,

Nairobi,

3rd September, 1923. for Ag. Postmaster General,  
W. G. M. MACDONALD,  
Kenya and Uganda.

## GENERAL NOTICE No. 703.

## NOTICE.

## IVORY AUCTION SALE.

APPROXIMATELY 12,000 lb. of Government Ivory will be sold by public auction at the Custom House, Dar-es-Salaam, at 9 a.m. on Monday, October 1st, 1923.

Also at the same time and place there will be sold:—

620 lb. Rhino Horns.

800 lb. Hippo Teeth.

2. The following conditions will govern the sale:—

(1) The highest bidder to be the purchaser subject to the reserve price being obtained or exceeded, and should any dispute arise between the bidders before the ensuing lot is put up, the lot in dispute may be put up again and re-sold.

(2) The bidding shall be in shillings and by the frasila of 35 pounds. The auctioneer shall regulate the amount to be advanced at each bidding and no person may retract his bidding.

3. Immediately after the fall of the hammer the lot shall be at the absolute risk of the purchaser or purchasers.

4. No lot or lots may be removed from the premises on which the sale is held until actually paid for. 5% of the purchase price must be paid by the buyer not later than 3 o'clock on the day after the sale and the full payment completed within ten days after the sale.

(5) Free storage will be allowed for a period of 14 days from the date of sale after which each lot undelivered will be subject to a rental of S. 2 per week or part thereof.

(6) Upon failure to comply with the above conditions, the deposit shall be forfeited, lots unpaid for as aforesaid may be re-sold, either by public sale or private contract, and the deficiency, if any, upon such second sale, and all charges attending the same, shall be made good by the defaulter at the present sale, and be recoverable by the Comptroller of Customs as and for liquidated damages; but any surplus that may arise therefrom shall belong solely to the Comptroller of Customs.

7. The auctioneer shall be sole arbitrator in every matter of dispute.

H.M. Customs, Dar-es-Salaam,

August 11th, 1923.

J. D. MASSETT,  
Acting Comptroller of Customs.

## GENERAL NOTICE No. 704.

## NOTICE.

TENDERS are invited by the Tanganyika Territory Government for the purchase for breaking up purposes of the following derelict vessels now lying in the Rufigi Delta:—

Lot No. 1.—The Ex-German Cruiser Konigberg lying at Mkumbatia near Kikale in the Makonge arm of the river.

Lot No. 2.—One derelict vessel lying at Ngohori close to Mpanganya known as the river steamer "Tormondo";

"Tormondo" was a river steamer of about 73' x 16' x 3' built by L. Mayer at Papengurg in 1908.

Lot No. 3.—One derelict vessel lying in Mbune river between Kikale and Rufigi known as "Rovuma."

"Rovuma" was a screw steel steamer of 144 tons gross built by the Germaniawerft at Kiel in 1894, length 113.4', beam 17.8', depth 9.2'.

Lot No. 4.—One derelict vessel lying in the Mbune river between Kikale and Rufigi known as the "Hedwig."

Hedwig was a screw steel steamer of 571 tons gross built by H. C. Stulchen Sohn of Hamburg in 1913. Length 170', beam 27.9', depth 13'.

These vessels have been derelict for some time and many parts are known to be missing.

The vendors can give no guarantee as to the condition or completeness of the vessels.

Particulars quoted are believed to be true but are not guaranteed. Details of the "Rovuma" and "Hedwig" are quoted from Lloyd Register. Payment must be made before contract of purchase is signed. Tenders should be for each lot independently and should reach the Honourable the Treasurer not later than 1st December, 1923. Tenders should be sealed and marked "Rufigi Derelicts."

The highest or any tender will not necessarily be accepted.

Dar-es-Salaam. A. BERTRAM SMITH,  
16th August, 1923. Acting Director of Marine.

## GENERAL NOTICE No. 705.

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

## INSOLVENCY JURISDICTION.

CAUSE No. 23 OF 1923.

IN THE MATTER OF NARSHI DEVJI, DEBTOR.

EX-PARTE THE CREDITORS, GULABRAI KHANDUBHAI DESAI  
AND HIMATRAM REWASHANKER BHATT.

PURSUANT to a petition, dated the 3rd day of August, 1923, by the above-named creditors Gulabrai Khandubhai Desai and Himatram Rewashanker Bhatt, of Nairobi, against the above-named debtor Narshi Devji, Shopkeeper, residing and carrying on business at Nairobi, and on the application of the said creditors, and on reading the said petition, and hearing Gulabrai Khandubhai Desai one of the creditors, and the said debtor Narshi Devji, it is ordered that the debtor be and the said debtor is hereby adjudicated insolvent, and whereas it appears to the Court that the appointment of a Receiver for the property of the said insolvent is necessary, it is also ordered that a receiving order be made against the insolvent and a receiving order is hereby made against the said insolvent and Gulabrai Khandubhai Desai, of Nairobi, is hereby appointed Receiver of the property of the said insolvent, and it is further ordered that the Receiver's remuneration be fixed at 5% on the total amount realised less any sums paid to creditors out of the proceeds of their securities.

All persons claiming to be creditors of the above-named insolvent are hereby required to tender proof of the alleged debt as required by Sections 24 and 25 of Provincial Insolvency Act of 1907, on or before the 29th day of November,

1923, after which date this Court will proceed to frame a schedule of such persons as have proved themselves to be creditors of the above-named insolvent and the Receiver will be at liberty without publishing any further notice to distribute all assets which shall have come into his possession.

Given under my hand and the seal of the Court, this  
29th day of August, 1923.

T. D. MAXWELL,  
Acting Chief Justice.

## GENERAL NOTICE No. 706.

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

## PROBATE AND ADMINISTRATION.

CAUSE No. 15 OF 1923.

NOTICE OF APPLICATION FOR ADMINISTRATION OF ESTATE  
OF PAULO ALEIXO PINTO, LATE OF ELMILLI,  
NAROK DISTRICT, DECEASED.

TAKE NOTICE that application having been made in this Court by Hilario Victorino Phillippe Pinto, of Nairobi, for the administration of the estate of Paulo Aleixo Pinto, late of Elmilli, Narok District, who was killed at Elmilli on the 6th day of December, 1922, 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 29th day of September, 1923.

Nairobi,  
28th August, 1923.

G. H. PICKERING,  
Judge.

## GENERAL NOTICE No. 707.

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

## PROBATE AND ADMINISTRATION.

CAUSE No. 16 OF 1923.

NOTICE OF APPLICATION FOR ADMINISTRATION OF ESTATE OF  
BHARAMAL LAKHAMSI, LATE OF THIKA, DECEASED.

TAKE NOTICE that application having been made in this Court by Jethalai Ghella, of Fort Hall, for the administration of the estate of Bharamal Lakhamasi, late of Thika, who died at Nairobi on the 26th day of August, 1923, 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 20th day of September, 1923.

Nairobi,  
30th August, 1923.

G. H. PICKERING,  
Judge.

## GENERAL NOTICE No. 708.

## PROBATE AND ADMINISTRATION.

ADMINISTRATOR GENERAL'S CAUSE No. 71 OF 1923.

IN THE MATTER OF AHMED JAN KHAN, DECEASED.

To all to whom it may concern.

TAKE NOTICE that on or after the 20th day of September, 1923 I intend to apply to the Supreme Court of Kenya, at Mombasa, for an order to administer the estate of the above-named Ahmed Jan Khan, who died at Nairobi on the 31st day of July, 1923.

Mombasa,  
29th August, 1923.

MUSGRAVE THOMAS,  
Acting Administrator General.

## GENERAL NOTICE No. 709.

## PROBATE AND ADMINISTRATION.

ADMINISTRATOR GENERAL'S CAUSE No. 77 OF 1923.

IN THE MATTER OF W. E. F. DE LACY, DECEASED.

To all to whom it may concern.

TAKE NOTICE that on or after the 20th day of September, 1923, I intend to apply to the Supreme Court of Kenya, at Mombasa, for an order to administer the estate of the above-named W. E. F. de Lacy, who died at Koru on the 4th day of July, 1923.

Mombasa,  
29th August, 1923.

MUSGRAVE THOMAS,  
Acting Administrator General.

## GENERAL NOTICE No. 710.

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

CIVIL CASE No. 144 of 1923.

IN THE MATTER OF KARIMANI, LIMITED AND REDUCED  
AND

IN THE MATTER OF THE COMPANIES ORDINANCE, 1921.

NOTICE is hereby given that the order made at Nairobi on the 15th day of August, 1923, confirming (a) the reduction of the Capital of the above-named Company by returning to the holders of the 5,334 shares numbered 5,567 to 7,000 inclusive, 8335 to 11,000 inclusive and 11,667 to 13,500 inclusive on which the sum of cents 20 of a shilling per share had been paid or credited the whole amount so paid or credited on such 5,334 shares and by cancelling such shares and (c) the Minute approved by the Court showing with respect to the capital of the Company as altered the several particulars required by the above-mentioned Ordinance was registered by the Registrar of Joint Stock Companies on the 25th day of August, 1923.

The said Minute is in the words and figures following namely:—

"The capital of Karimani, Limited and Reduced is henceforth Rupees 294,990 divided into 19,666 shares of Rupees 15 each instead of the original capital of Rupees 375,000 divided into 25,000 shares of Rupees 15 each. The said 19,666 shares are numbered 1 to 5,666 inclusive, 7,001 to 8,334 inclusive, 11,001 to 11,666 inclusive and 13,001 to 25,000 inclusive. At the time of the registration of this Minute 16,367 only of the said 19,666 shares have been issued, such 16,367 shares being numbered 1 to 5,666 inclusive, 7,001 to 8,334 inclusive, 11,001 to 11,666 inclusive and 13,001 to 21,701 inclusive. Of the said issued shares 13,701 shares numbered 1 to 5,000 inclusive and 13,001 to 21,701 inclusive have been and are deemed to be fully paid up and the remaining 2,666 of such issued shares being numbers 5,001 to 5,666 inclusive, 7,001 to 8,334 inclusive and 11,001 to 11,666 inclusive have been and are deemed to be paid up to the extent of cents ten of a Rupee per share. None of the said shares numbers 21,702 to 25,000 inclusive have been issued."

Dated this 30th day of August, 1923.

ALLEN & HAMILTON,  
*Solicitors to the above-named Company.*

## GENERAL NOTICE No. 711.

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

IN THE MATTER OF THE COMPANIES ORDINANCE, 1921.

AND

IN THE MATTER OF TURBO FLAX MILLS, LIMITED.

NOTICE is hereby given that a Petition brought before the Court on the 17th day of August, 1923, for reduction of the Share Capital of the above Company by cancellation of one Share of 3,000 Rupees therein issued to The Kipkarren Syndicate and a discharge from liability for payment of calls thereon has been adjourned and will come before the Court at its next sittings at Eldoret in the Uasin Gishu District. Any creditor of the above-named Company wishing to object to such cancellation and reduction should file an objection in writing (together with particulars of claim against the Company) at the District Registry of the Court at Eldoret aforesaid on or before the 6th day of November, 1923, and failing such objection, an Order will be made granting the Petition in due course.

Dated the 29th day of August, 1923.

H. E. WELBY,  
*District Registrar.*

## GENERAL NOTICE No. 712.

THE COMPANIES ORDINANCE, 1921.

PURSUANT to Section 247 (3) of the above Ordinance, it is hereby notified that at the expiration of three months from the date hereof the name of the under-mentioned Company will, unless cause be shown to the contrary, be struck off the Register of Joint Stock Companies and the Company will be dissolved.

The Kenya Times Publishing Co., Ltd.

Mombasa,  
27th August, 1923.

E. S. C. BROOKS,  
*Registrar of Companies.*

## GENERAL NOTICE No. 713.

THE COMPANIES ORDINANCE, 1921.

NEWLAND, TARTLTON & COMPANY, LIMITED.

IN accordance with Section 209 of the Companies Ordinance, 1921, notice is hereby given that a Meeting of the Creditors of the above Company will be held at the offices of Messrs. Gill & Johnson, Chartered Accountants, Ibea Buildings, Nairobi, on the 18th day of September, 1923, at 11 o'clock in the forenoon.

Dated this 29th day of August, 1923.

ERNEST B. GILL,  
*Liquidator.*

## GENERAL NOTICE No. 714.

THE COMPANIES ORDINANCE, 1921.

NEWLAND, TARTLTON & COMPANY, LIMITED.

IN accordance with Section 206 of the Companies Ordinance, 1921, notice is hereby given that the following Extraordinary Resolutions were passed at an Extraordinary General Meeting of Shareholders held on 24th day of August, 1923.

1. That it has been proved to the satisfaction of this Meeting that the Company cannot by reason of its liabilities continue its business, and that it is advisable to wind up same, and that accordingly the Company be wound up voluntarily.

2. That Mr. E. B. Gill be and is hereby appointed Liquidator.

A. H. SMITH,  
*Chairman.*

## GENERAL NOTICE No. 715.

NOTICE.

I, Morris Marcellin Sebastian Roque, of Nairobi, in the Colony of Kenya, clerk, born in Karachi, Sind, British India, heretofore called and known by the name of Morris Roque, hereby give public notice that on the 1st day of September, One thousand nine hundred and twenty three, I formally and absolutely renounce, relinquish and abandon the use of my surname of "Roque," and thus assumed, adopted and determined henceforth on all occasions whatsoever to use and subscribe the said surname of "Rooke" as my surname instead of the said surname "Roque."

And give further notice that I formally and absolutely renounce and abandon the said surname of "Roque" and declare that I have assumed and adopted and intended thenceforth upon all occasions whatsoever to use and subscribe the surname of "Rooke" instead of "Roque" so as to be at all times hereafter called, known and described by the surname of "Rooke" exclusively.

Dated this 1st day of September, 1923, at Nairobi.

## GENERAL NOTICE No. 716.

## NOTICE.

Private Bonded Warehouse Licence issued at Mombasa the 31st August, 1923.

Name.	Premises.	Period.	Bonded Warehouse No.
Messrs. Smith Mackenzie & Co.	A portion of the godown situated at Kilindini and bounded on the North by the Company's godown, on the South by East African Lighterage Company's godown, on the East by Railway siding and West by Temple Bar Road.	To 1st January, 1924	6.

Custom House, Mombasa,  
August 31st, 1923.

G. WALSH,  
*Commissioner of Customs, Kenya and Uganda.*

## RATES OF SUBSCRIPTION TO "OFFICIAL GAZETTE."

	Sh.	Cts.
For one year	25	00
„ six months	13	00
„ three months (excluding postage)	6	50
„ three „ (including „)	7	50
Single copy (excluding postage)	0	50
„ „ (including „ )	0	60

	Sh.	Cts.
Price of one copy between 1 and 3 months old	0	60
do. do. 3 and 6 do.	1	00
do. do. 6 months and 1 year old	2	00
do. do. 1 and 2 years old	3	00
do. over 2 years old	4	00

## NOTICES AND ADVERTISEMENTS.

*All Notices and Advertisements by Private Advertisers may be tendered at or sent direct by post to the Office of the Official Gazette, Nairobi, for insertion at the authorised rates of payment. The Office hours are from 9 a.m. to 4 p.m., closing at one o'clock on Saturdays.*

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

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

## AUTHORISED SCALE OF CHARGES.

	Sh.	Cts.
For Insertion in "Official Gazette" (column)...	32	00
do. do. (half column)	16	00
do. do. (quarter column or less)	8	00