



THE
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OF THE
COLONY AND PROTECTORATE OF KENYA

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GOVERNMENT NOTICE NO 192.

ARRIVALS.

Name.	Rank.	From leave or on 1st Appointment.	Date of leaving England.	Date of Embarkation.	Date of arrival at Kilindini.
L. E. Bolton	Clerk, Kenya and Uganda Rly.	Leave	* 26th Mar., 1928	26th Mar., 1928	5th April, 1928
E. C. Crewe Read	Provincial Commissioner	do	23rd Mar., 1928	† 24th Mar., 1928	14th April, 1928
C. W. Hayes-Sadler	Administrative Officer	do	16th Mar., 1928	—	do
F. V. Preston	Clerk, Secretariat	do	do	—	do
R. V. M. Beckman	Inspector of Police	do	do	—	do
Miss D. G. K. Thomas	Postal Clerk and Telegraphist	do	do	—	do
C. F. G. Doran	Crown Counsel	do	20th Mar., 1928	† 24th Mar., 1928	do
Dr. W. L. Paterson	Medical Officer	1st appt.	16th Mar., 1928	—	do
Capt. E. W. K. Hayman	3rd K. A. Rifles	Leave	do	† 24th Mar., 1928	do
Col. T. O. Fitzgerald	Staff Officer, Defence Force	1st appt.	22nd Mar., 1928	do	do
A. R. G. Owen	Station Master, 1st Class, Kenya and Uganda Railway	Leave	16th Mar., 1928	16th Mar., 1928	do
F. Hewgill	Artizan, 1st Class, K. & U. Rly.	1st appointment	do	do	do
V. K. Russom	Clerk, II Grade, K. & U. Rly.	do	22nd Mar., 1928	† 24th Mar., 1928	do
J. R. Bullock	Travelling Inspector of Accounts, Kenya and Uganda Railway	Leave	16th Mar., 1928	16th Mar., 1928	do
R. Trudgett	Asst. Pier Master, K. & U. Rly.	do	do	do	do
H. W. Langley	Electric Mechanic, K. & U. Rly.	do	do	do	do
A. O. Chalmers	Shed Foreman, K. & U. Rly.	do	do	do	do
Brig. Gen. G. D. Rhodes, C.B.E., D.S.O.	Deputy General Manager and Chief Engineer, K. & U. Rly.	do	do	do	do

* Date of leaving S. Africa.

† Date of leaving Marseilles.

DEPARTURES.

Name.	Rank.	On leave or termination of appointment.	Date of Departure.
A. D. Davis	Controller, Kenya and Uganda Railway	Leave	8th April, 1928
J. W. C. Dougall	Principal, Jeanes School	do	14th April, 1928
C. H. Adams	District Officer	do	do
Dr. W. Wilkinson	Medical Officer	do	do
C. M. Dobbs	Provincial Commissioner	do	do
G. E. Jackman	Police Constable	do	do
A. Hepworth	Police Constable	do	do
J. R. May	Asst. Inspector of Police	do	do
R. Knowles	Police Constable	do	do
Capt. D. A. G. Cook	Capt., 3rd K. A. R.	do	do
H. Hudson	Postmaster	do	do
T. Harris	Stock Inspector, Veterinary	do	do
B. J. Freeman	Dy. Chief Accountant, Postal	do	do
J. E. S. Merrick	Principal Asst. Colonial Secretary	do	do
L. E. Whitehouse	Principal, Masai School	do	do
W. C. Huggard	Attorney General	do	do
L. C. V. Hogan	R.Q.M.S., 3rd K. A. R.	do	15th April, 1928
Thomas Lothian	Tug Engineer, K. & U. Rly.	On termination of services	14th April, 1928

APPOINTMENTS.

S. 20064/23.

BREVET LIEUTENANT-COLONEL THOMAS OTHO FITZGERALD, O.B.E., M.C., to be Staff Officer, Kenya Defence Force, with effect from 23rd March, 1928.

HUMPHREY ROBERT CARVER, to be Assistant District Commissioner (Cadet), North Turkana District, Kerio Province, with effect from the 27th January, 1928.

AUBREY CHARLES MADGEWICK MULLINS, to be Assistant District Commissioner (Cadet), South Turkana District, Kerio Province, with effect from the 30th March, 1928.

LLEWELLYN ARCHIBALD FIELD JONES, to be Acting Senior Commissioner, Nyanza Province, with effect from the 10th April, 1928.

CHARLES BATHURST NORMAN, to be Assistant District Commissioner, South Lumbwa District, Nyanza Province, with effect from 21st March, 1928.

S. 20064/14.

WILLIAM GORDON EDWARDS, to be Acting Sub-Telegraph Engineer, Post and Telegraphs Department, with effect from the 17th March, 1928.

S. 20064/19.

CYRIL OWEN GILBERT, to be Acting Assistant Surveyor General, Survey and Registration Department, with effect from the 1st January, 1928.

CORRIGENDUM.

KENYA AND UGANDA RAILWAYS AND HARBOURS.

With reference to Government Notice No. 151 published in Official Gazette dated 27th March, 1928, the following correction is made:—

JOHN DOUGLAS RENNIE, to be Assistant Engineer, with effect from 24th February, 1928.

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

Colony and Protectorate of Kenya.

GOVERNMENT NOTICE No 193.

NOTICE.

The following Bill is published for information and criticism.

2. The question of participation by Africans in the benefits of the proposed law will, if supported by African opinion, form the subject of a separate Bill.

W. M. LOGAN,
Clerk to Executive Council.

A Bill to Establish and to Regulate the Management and Control of a Land and Agricultural Bank for the Colony and Protectorate of Kenya.

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

1. This Ordinance may be cited as “ the Land and Agri- Short title.
cultural Bank Ordinance, 1928 ”.

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

“ Cash credit account ” means an account through which a co-operative agricultural company may, from time to time during its currency as fixed by the Central Board, draw moneys from the Bank and repay moneys to the Bank, so that the total amount owing to the Bank under the cash credit account shall not at any one time exceed a maximum to be fixed by the Central Board;

“ Co-operative agricultural company ” or “ company ” means a company with limited liability which has been formed for the purpose of promoting agriculture or any agricultural or rural industry in the Colony, and is registered under the Companies Ordinance, and has issued to members shares with *Cap. 93.*
or without a contingent liability, provided that—

- (a) eighty per centum of the members of the company are farmers residing, or owning an interest in land, within the Colony;
- (b) the title, objects and articles of association of the company are approved by the Governor; and
- (c) the company is accepted by the Governor as a co-operative agricultural company for the purposes of this Ordinance;

“ Farmer ” means a person who devotes his attention to farming in the Colony, either exclusively or together with some profession, business or other occupation;

“ Director ” means the Director of the Bank appointed under this Ordinance, or any person lawfully acting in that capacity;

“ Mortgagor ” includes any person or company to whom an advance has been made under this Ordinance, and his or its legal representative; and the words

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“ mortgage,” and “ mortgagee ” shall include a charge, or chargee under the Registration of Titles Ordinance.

“ Mortgage ” includes a charge or lien.

“ Registrar ” means a Registrar of Documents or a Registrar of Titles;

“ Staff ” means the officers and clerks of the Bank appointed under Section 7 of this Ordinance;

PART I.

ESTABLISHMENT AND MANAGEMENT OF A LAND AND AGRICULTURAL BANK.

Establishment of Land and Agricultural Bank.

3. (1) There shall be established in the Colony of Kenya a Bank under the name of “ The Land and Agricultural Bank of Kenya ” hereinafter referred to as “ the Bank,” which shall be administered and managed as in this Ordinance is provided.

(2) The Bank shall be a body corporate and shall, under the said name, be capable of suing and of being sued, and, subject to the provisions of Section 52, of purchasing or otherwise acquiring, holding and alienating property, movable and immovable, and of doing or performing such acts and things as bodies corporate may by law do and perform, subject to the provisions of this Ordinance.

Control of operations of Bank by Central Board.

4. (1) The operations of the Bank shall be controlled by a Board, hereafter referred to as the Central Board, consisting of five members each of whom shall be appointed by the Governor and one of whom shall be the Director of the Bank.

(2) Of the five members of the Central Board, first appointed under this Ordinance, one, except the Director, shall retire annually in rotation. The dates of the retirement shall be the first day of July, 1929, and in every year thereafter until all such members have retired. The members so retiring shall, unless they agree amongst themselves who shall retire, be determined by lot immediately after their first appointment and the place of the member retiring shall be filled by the appointment of another member in his place by the Governor. Thereafter, one member of the Central Board, not being the Director, shall retire annually in rotation, the order of retirement being determined by the date of appointment. A retiring member may be reappointed as a member of the Central Board unless removed or disqualified as hereinafter provided.

(3) The Director shall be appointed by the Governor for such period as he may direct.

(4) The name of every member of the Board shall, as soon as practicable after his appointment be published in the Gazette.

Functions of Chairman.

5. (1) The Chairman shall preside at all meetings of the Central Board unless he has obtained leave of absence from the Governor or is absent on duty or is incapacitated by sickness or other cause.

(2) In the event of the absence for any cause of the Chairman, the Central Board shall choose one of their number, who shall, during the absence of the Chairman, act as Chairman and preside at all meetings of the Central Board.

Functions of Director.

6. (1) The Director shall be the chief executive officer of the Bank and shall be chairman of and shall be present at all meetings of the Central Board, unless he has obtained leave of absence from the Governor, or is absent on duty, or is incapacitated by sickness or other cause.

(2) In the event of the Director being absent on leave or on account of incapacitation, the Governor may appoint a person to act as Director during such period of absence or incapacitation, and the person so acting may exercise all the powers and discharge all duties by this Ordinance exercisable or to be performed by the Director.

7. (1) The Central Board may from time to time, subject to the approval of the Governor in Council, appoint upon such terms and conditions as it may deem fit, such officers and clerks as may be necessary for conducting the business of the Bank, and may suspend from duty or remove from office any such officer or clerk.

Appointment of
Staff of the
Bank.

(2) Every person so appointed shall, subject to the provisions of this Ordinance, exercise the powers and functions and perform the duties assigned to him from time to time by the Director.

8. The salaries and allowances of the Director and of the staff and the persons employed by the Bank and all other expenditure incurred by the Bank shall be paid out of its funds.

Expenses of
administration.

9. (1) No stamp duty, transfer duty or fees of office shall be payable in respect of any transfer of property to the Bank.

Exemption from
stamp duty and
other charges.

(2) Notwithstanding anything to the contrary in any law contained, no certificate, document or instrument issued by or in favour of the Central Board in giving effect to the powers conferred upon it by this Ordinance shall be subject to stamp duty, fee or any charge whatsoever, nor shall the bank be liable for the payment of any search or inspection fee in any land titles or deeds registry or other registration office; and the Bank is furthermore specially exempted from the provisions of any law specially governing banks other than this Ordinance.

10. All deeds, instruments, contracts and other documents shall be deemed to be duly executed by or on behalf of the Bank if signed by the Director or other officer deputed thereto by the Central Board underneath the name of the Bank: Provided that a cheque upon any banking account kept by the Bank shall, besides being signed by the Director, be signed by the Accountant of the Bank or by other officers of the Bank deputed thereto by the Central Board.

Execution of
documents and
signing of
cheques.

11. Every member of the Central Board (not being an officer in the public service) shall be paid out of the funds of the Bank a fee of three pounds for each day or portion of a day upon which he is engaged upon the business of the Bank; provided that no member shall be paid more than three hundred pounds in any one year. Every member shall, in addition, be paid his reasonable expenses incurred for travelling and subsistence while engaged on the business of the Bank. Such expenses shall be in accordance with a tariff framed by the Central Board and approved by the Governor in Council, and shall be paid out of the funds of the Bank.

Remuneration of
members of
Central Board.

12. Three members shall constitute a quorum of any meeting of the Central Board, and all acts, matters or things authorised or required to be done by the Central Board shall be decided by resolution of any meeting at which a quorum is present; Provided that, when only three members of the Central Board are present, no advance shall be made except

Quorum and
proceedings
of Central
Board.

upon a unanimous resolution. The Chairman at any meeting shall, in addition to his deliberative vote as a member of the Board, have a casting vote.

Restriction upon making of advances.

13. No advance shall be made out of the funds of the Bank to any member of the Central Board or to any member of the staff of the Bank. And no advance shall be made to any company in which any member for the time being of the Central Board is directly or indirectly interested as Director or manager: Provided that nothing in this section contained shall be construed as preventing the deposit of the Bank's money with any other bank.

Establishment of local boards.

14. (1) The Governor may from time to time as he deems necessary, establish a board, hereafter referred to as "the local board", for any area of the Colony, and may appoint the members thereof. Every local board shall be subordinate to the Central Board.

(2) Every such local board shall consist of three persons, and the Chairman of each local board shall be the senior administrative officer of the district.

(3) Every member of a local board shall, unless removed or disqualified, as hereinafter provided, hold office for three years and be eligible for reappointment.

(4) Two members shall constitute a quorum of a local board and all acts, matters and things authorised or required to be done by a local board shall be decided by a resolution of any meeting at which a quorum is present.

(5) Each member of a local board, not being an officer in the public service, shall be paid out of the funds of the Bank a fee of one pound for each day or portion of a day, upon which he is engaged upon the business of the Bank.

(6) Each member of a local board shall, in addition to such fees, be paid his reasonable expenses incurred for travelling and subsistence while engaged upon the business of the Bank. Such expenses shall be in accordance with a tariff framed by the Central Board and approved by the Governor in Council and shall be paid out of the funds of the Bank.

(7) Every local board shall consider and transmit all applications submitted to it with its recommendations thereon to the Central Board, and generally shall advise such Central Board upon all matters as to which the Board may require advice.

(8) A local board shall have no executive functions, but shall act as agent for the Central Board.

Circumstances in which members of Boards may not vote.

15. (1) No member of the Central Board or any local board shall at any meeting take part in the discussion of, or vote upon—

- (a) Any application for an advance under this Ordinance by any person who is related to that member within the third degree of affinity or consanguinity; or
- (b) Any such application by any person who is a debtor or creditor of that member or in partnership with or in the employ of that member; or
- (c) any such application by any person who is a debtor under a mortgage of any body of persons, whether incorporated or not, of which that member is a director or under which he holds any office or position other than that of auditor.

(2) Any person who contravenes any provision of this section shall be liable on conviction to a fine not exceeding two hundred pounds, or, in default of payment, to imprisonment of either description for a period not exceeding three months; and the court before which he is convicted may order that he shall vacate his seat, and his seat shall thereupon become vacant.

16. (1) The Governor may, for incapacity or misbehaviour, remove any member of the Central Board or any local board from his office. Removal and disqualifications of members of Boards.

(2) A member of the Central Board or any local board shall become disqualified to retain, and shall, *ipso facto*, cease to hold his office as such member—

- (a) if he become insolvent or assign his estate for the benefit of his creditors, or make an arrangement with his creditors;
- (b) if he become of unsound mind, or be convicted of an offence and sentenced to imprisonment of either description therefor without the option of a fine;
- (c) if he be absent from four consecutive meetings of the Board of which he is a member without the leave of such Board;
- (d) if he become a director of any other banking or money-lending institution.

(3) If a member of the Central Board or any local board be removed or vacate his office under this section, or die or resign before the expiry of the period for which he was appointed, his place shall be filled by appointment by the Governor; and any person appointed to fill the place of any such member shall hold office for the remainder of the period for which such member would otherwise have held office.

17. The Central Board shall meet once at least in every quarter and at such other times as the Chairman may summon it. The Chairman shall summon a meeting of the Central Board on the requisition in writing of three members. Meetings of Central Board.

18. Minutes of the proceedings of every meeting of the Central Board and of every local board shall be regularly entered in a book to be kept for the purpose, and the book shall be kept so as to show proper tabulated details of the business conducted or transacted at each meeting. The minutes of the proceedings of each such meeting shall be submitted at the next ensuing meeting, and if then passed as correct, shall be confirmed by the signature of the person presiding thereat, and shall, when so confirmed, be *prima facie* evidence in all courts and places that the proceedings as recorded in the minutes were proceedings of such meeting. Minutes of proceedings of meetings.

PART II.

THE BUSINESS, THE PURPOSES, AND THE FUNDS OF THE BANK.

19. Subject to the provisions of this Ordinance, the business of the Bank shall be— Business of the Bank.

- (a) to advance money to farmers on mortgage of land within the Colony;
- (b) to advance money to, and to guarantee the per-

formance of contracts by, co-operative agricultural companies;

(c) to advance money to farmers holding land from the Crown under an agreement to purchase;

(d) to advance money on note of hand to farmers owning land in the Colony;

and generally to make all such advances and do all such acts as the Bank may, by this Ordinance or any other law, be authorised to make or do.

Purposes for which advances may be made.

20. Advances under paragraphs (a), (c) and (d) of the last preceding section may be made by the Bank for all or any of the following purposes, namely :—

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(a) Permanent improvements as defined by the Crown Lands Ordinance;

(b) The purchase of stock or plant of all kinds and of agricultural requirements generally;

(c) The payment of costs, incidental to the sub-division of land held in undivided shares;

(d) The establishment and promotion of agricultural and rural industries;

(e) The construction of irrigation works and work forming part of an irrigation scheme;

(f) The purchase of land for any of the purposes described in paragraphs (a), (b) and (d) of this section by a person or group of persons whose financial resources are deemed adequate to carry on a purpose described in any of the said paragraphs;

(g) The discharge of an existing mortgage or charge, but subject to the provisions of section 27 (3) of this Ordinance;

(h) the carrying on of farming operations generally, provided that advances made for this purpose shall be limited to advances made under the provisions of paragraph (d) of section 19 of this Ordinance.

Funds of the Bank.

21. (1) The funds of the Bank shall consist of—

(a) such moneys as the Legislative Council may from time to time authorise the Treasurer to pay to the Bank as part of its funds;

(b) such funds as may be raised by loan specifically for the purposes of the Bank;

(c) such further funds as are mentioned in the next succeeding section.

(2) The Bank shall pay to the Treasurer interest upon the moneys which, under subsection (1) (a) of this section form part of its funds, and have been paid to it by the Treasurer. Such interest shall be payable upon such dates as the Treasurer may from time to time direct. The rate of interest shall be as from time to time decided by the Governor in Council.

(3) The Central Board may repay to the Treasurer at any time any sums which have been paid to it in reduction of the capital of advances made by it. Such sums shall be in redemption of the capital funds of the Bank as specified in sub-section (1) (a) of this section, and interest shall cease to be payable on any amount so paid to the Treasurer as from the date of such payment, except for such money as may have been specifically raised by loan for the purposes of the Bank.

22. In addition to the funds mentioned in the last preceding section, the Central Board shall with the consent of the Governor in Council first had and obtained have power to raise, upon such terms and conditions as it shall determine, further funds by—

Power to raise further funds.

- (a) discounting, with other banks, bills of co-operative agricultural companies;
- (b) negotiating overdrafts with other banks;
- (c) issuing "Land Bank bills"; and
- (d) receiving money on deposit withdrawable at not less than one month's notice or such notice as the Central Board may prescribe.

23. Any funds raised under the authority of the last preceding section shall be chargeable upon and payable out of revenues and assets of the Bank.

Funds to be charged on assets of Bank.

24. The funds raised under the powers conferred by section twenty-two of this Ordinance shall be employed for the purpose of financing co-operative agricultural companies (a) in the form of cash credit accounts in the manner provided in this Ordinance, for which purpose the amount so raised shall not exceed during any one year an amount equal to the cost of grain-bags and requisites needed for the manufacture and/or marketing of farm produce purchased or to be purchased by co-operative companies, and sixty per centum of the value (as determined by the Central Board) of the live-stock, dairy, agricultural and other farm produce to be financed by the Bank through co-operative agricultural companies and (b) in such other form provided in this Ordinance as may from time to time be authorised by the Governor.

Purposes for which funds may be employed.

25. (1) Land Bank bills may, with the consent of the Governor in Council first had and obtained, be issued in the Colony, or elsewhere, in sums of fifty pounds, or any multiple of fifty pounds, of a currency of twelve months or less upon such terms and conditions as the Central Board may prescribe, and any such bills may be renewed or extended from time to time for a period not exceeding twelve months at any one time.

Power to issue Land Bank Bills.

(2) Land Bank bills shall be issued in such form as the Central Board may determine, and records thereof shall be kept in such registers as such Board may prescribe.

(3) Neither the Central Board nor any agent, appointed as hereinafter provided, shall be under any obligation as regards the due fulfilment of any trust, whether expressed, implied or construed, to which any bill issued under this Ordinance, may be subject, notwithstanding that the Central Board or such agent has had notice that the bill is held subject to a trust.

(4) The Central Board may make regulations as to Land Bank bills defaced, lost, burnt or otherwise destroyed, and also as to such further matters arising out of its powers to issue bills as may from time to time be necessary. No such regulation shall be of force and effect until it is approved by the Governor in Council and published in the Gazette.

26. The Central Board may appoint any bank or any person as agent for the issue or repayment of any bills issued under this Ordinance or to do any other act which under sections twenty-two and twenty-five of this Ordinance may

Appointment of agents.

or shall be done by the Central Board, and may enter into an agreement with such agent as to the duties to be performed and the remuneration therefor.

PART III.

ADVANCES AND SECURITIES.

Nature of
advances and
securities
therefor

27. (1) Save as in this Ordinance is specially provided, no advance shall be made except upon first mortgage of land within the Colony, or upon a mortgage which shall rank as concurrent with such first mortgage.

(2) No advance shall be made on any property which is already encumbered by any mortgage or charge (other than a mortgage or charge under this Ordinance or any amendment thereto, or a charge which has been created under any law in force, whereby fences have been erected or dipping tanks and other appliances constructed at the instruction of Government).

(3) No advance shall be made for the purpose of discharging a mortgage or charge of prior date except with the consent of the Governor in Council and the Central Board shall in every case recommend on the special facts whether an advance for the redemption of a prior mortgage or charge shall be sanctioned.

(4) Nothing in sub-sections (1), (2) and (3) of this section shall be construed as preventing an advance being made upon the security of property already encumbered by a mortgage in favour of the Government, provided the mortgage was created to secure an amount due to the Government as purchase price of such property, and provided further that the provisions of this Ordinance are complied with as to the value of the security.

(5) An advance made under the provision of paragraph (d) of section 19 of this Ordinance shall be secured by a notice in writing given by the Director to the Registrar, stating the amount due by the borrower, and the Registrar shall make an entry thereof in respect of the land to be charged in the register and on the title deeds when available. Such entry shall constitute a charge upon the land within the meaning of the Registration of Titles Ordinance, ranking from the date on which the entry was made and for the amount therein stated: Provided that the Registrar shall not pass any transfer of land so charged unless the transferee agrees in writing that any sums due and unpaid shall remain and be registered as a charge against the said land.

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(6) No advance *bonâ fide* made to any person who, or company which, is discovered, after the advance or any part thereof has been made, not to be or not to have been, in the case of an individual, a farmer, or in the case of a company, a co-operative agricultural company, shall entail any personal liability upon the Central Board or any officer of the Bank; but the Director or the Central Board may refuse to pay any further instalments of the authorised advance, and the Central Board may at once proceed to call in and recover, in manner hereinafter provided, the amount already advanced.

Mode of
application for
advances and
amounts of
same.

28. (1) No advance shall be made to any person except—
(a) upon his written application on a form to be prescribed by the Central Board; and

- (b) upon a resolution of a duly constituted meeting of the Central Board at which the question of making the advance is properly considered ;

and until the bond or other security which is proposed to be given to secure the advance has been registered as by law required or otherwise completed.

(2) Every application for an advance shall state the purpose for which the advance is required, and shall be in a form prescribed by the Central Board.

(3) No advance under the provisions of paragraphs (a) and (c) of section 19 of this Ordinance shall be made of a sum less than fifty pounds except in special cases, and no advance shall be made to any one farmer of a sum greater than three thousand pounds or of sums which in the aggregate exceed three thousand pounds, except for the purpose of executing large agricultural works or improvements specially authorised by the Governor in Council : Provided that no sum advanced for any such works or improvements shall exceed in the aggregate the sum of five thousand pounds.

(4) No advance made under the provisions of paragraph (d) of section 19 of this Ordinance shall exceed two hundred and fifty pounds.

29. (1) No advance under the provisions of paragraphs (a) and (c) of section 19 of this Ordinance shall be made upon the security of any unsurveyed land or of any piece of land less than ten acres in extent : Provided that any unsurveyed land or any land less than ten acres in extent may be accepted as collateral security if it does not constitute the main part of the security.

Securities which may be taken.

(2) No advance under the provisions of paragraphs (a) and (d) of section 19 of this Ordinance shall be made for an amount exceeding sixty per centum of the fair agricultural or pastoral value of the land, as determined by the Central Board. An advance made on the security of land shall be made only on the security of land which to the satisfaction of the Central Board is permanently occupied and either beneficially cultivated or used for grazing stock ; provided that land used exclusively for grazing stock may be regarded as permanently occupied when it is worked as one holding with other land beneficially occupied.

(3) Except in the case of Government settlement schemes in accordance with which advances and interest thereon are specifically guaranteed by the Government, no advance under the provisions of paragraph (c) of section 19 of this Ordinance upon the security of Crown land, the purchase price thereof not being fully paid, shall exceed fifty per centum of the amount already paid as part of the purchase price, but the Central Board may advance an additional amount up to fifty per centum of the value of improvements approved by the Central Board made since the date of the title under which the land is held, and such value shall be determined by the Central Board : Provided that in the event of any such agreement being cancelled and the land resumed by the Crown, there shall be paid out of general revenue so much of the advance and the interest due thereon as the Bank is unable to recover from the mortgagor. Provided, further, that the Governor may approve of the making of advances for the fencing of Crown land to an amount in excess of fifty per centum of the value of such fencing.

(4) For the purpose of sub-section (3) of this section it shall be in the discretion of the Central Board to take into account the value of permanent improvements or of such standing or recurring crops as will last beyond the period for which the advance was made.

(5) An advance made under sub-section (3) of this section shall be secured in such manner and in such form as the Central Board may determine, and anything to the contrary notwithstanding contained in the next succeeding section, any such advance shall, together with the interest thereon, be repaid within a period not exceeding twenty years upon such terms and conditions as may be determined by the Central Board.

(6) In the case of a Crown land scheme of settlement in accordance with which advances and interest thereon are guaranteed by the Government, the terms and period of an advance shall be such as are provided for in the scheme.

Period for which advances may be made; method of repayment; form of mortgage deed.

30. (1) Subject to the provision of sub-section three of this section, the Central Board may make an advance under paragraphs (a) and (d) of section 19 of this Ordinance on such terms as it may deem fit, and may direct that such advance shall be repaid in equal half-yearly instalments (consisting of capital and interest, the rate of such interest being fixed by the Central Board with the approval of the Governor in Council) within such period, not exceeding thirty years, as it may prescribe.

(2) The form of mortgage deed for securing any such advance shall be as prescribed by the Central Board.

(3) An advance made under the provisions of paragraph (d) of section 19 of this Ordinance shall be for a period not exceeding three years.

Application of moneys repaid above amount of prescribed instalments.

31. (1) If any mortgagor at any time pays to the Bank an amount in excess of the prescribed instalment, the Central Board may, on the date when the next instalment falls due, apply such amount in payment of the capital portion of one or more of the prescribed instalments which would otherwise thereafter fall due, unless the Central Board shall otherwise in special cases determine, in which event the half-yearly instalments shall be recalculated on the basis of balance of capital owing by the debtor over the remainder of the period for which the advance was originally made.

(2) No such excess payment nor its application by the Bank as provided in sub-section (1) shall be deemed to exempt the mortgagor from paying his next prescribed unpaid instalment six months after the excess payment has been so applied, nor shall any such excess payment or application thereof as aforesaid alter the amount of any prescribed unpaid instalment.

(3) The Central Board may pay to the mortgagor interest, at the rate of one per centum per annum less than the rate of interest charged in the mortgage deed in respect of any such excess so paid as from the date of payment up to the date when the next instalment falls due; provided that such period is not less than thirty days.

Interest on advances repaid before due date.

32. If the total amount owing to the Bank is paid off on a date prior to the due date for payment, the Central Board may claim interest in respect of such amount only up to the date of such payment.

33. The Central Board may from time to time with the approval of the Governor in Council increase or reduce the rate of interest payable on advances made out of the funds of the Bank : Provided that no alteration shall be made to the rate of interest on advances already made : Provided, further, that the rate of interest charged in respect of any advance shall not be less than is sufficient to cover the average rate payable by the Bank to the Treasurer on the following funds, namely—

Increase or
reduction of
rates of
interest.

- (a) those provided under sub-section 1 (a) of section 21 of this Ordinance ;
- (b) those borrowed under the provisions of section 22 of this Ordinance, not including redemption thereof ;

together with the costs of the administration of the Bank, including provision for losses.

34. (1) Every application in the prescribed form made for an advance under the provisions of paragraph (a) of section 19 of this Ordinance may, if the Board deem it necessary, be transmitted to a valuator appointed under this Ordinance. Such valuator shall record on a form to be provided to him his valuation of the security and return the same duly completed to the Bank : Provided that the Board may dispense with a valuation where the property offered as security has already been valued by a valuator appointed under this Ordinance.

Transmission
of applications
to valuator and
local board.

(2) The Central Board may transmit a copy of any application for an advance to the local board for the district in which the applicant resides or to the local board for the district in which is situated the property proposed as security for the advance ; and the local board so receiving the copy of application shall report to the Central Board as to the value of the property, and/or as to the character, ability, occupation and general suitability of the applicant, and the advisability of making the advance.

(3) The decision as to whether a loan shall be made and as to what amount shall be offered shall rest solely with the Central Board.

ADVANCES TO CO-OPERATIVE AGRICULTURAL COMPANIES.

35. (1) A co-operative agricultural company, when authorised in accordance with its memorandum (if any) and its articles of association or regulations, may, upon written application, in the form prescribed by the Central Board, signed by the chairman and the secretary of the company or by any persons purporting to act in these capacities, obtain an advance for any one or more of the objects which that company is legally competent to pursue.

Conditions upon
which advances
may be made to
co-operative
companies.

(2) Such an application, when signed by the chairman and secretary of the company or persons purporting to act as such, shall bind the company, and to the extent of any amount unpaid on their shares, its members also, for the repayment of any advance made in pursuance of such application.

(3) An advance may be in the form of—

- (a) a loan repayable within a period not exceeding ten years in such instalments as the Central Board shall determine, on which such loan interest shall be payable periodically in arrear on such date and at such rate as the Central Board shall determine ; or

(b) a cash credit account.

(4) A company may, notwithstanding anything to the contrary contained in its memorandum (if any) and articles of association or regulations, as security for any advance, assign to the Bank all the company's right and title to—

(a) the amount of subscribed but unpaid capital; and

(b) the amount of any debts owing or which may thereafter be owing to the company.

(5) Such assignment shall not be subject to stamp duty, shall be in such form as the Central Board may determine and shall be accompanied by a list, certified by the chairman and the secretary, or by any persons purporting to act in those capacities, showing as at date of assignment—

(a) the names and addresses of all persons holding shares in the company;

(b) the number of shares registered in the name of each such person and the amount paid up in respect thereof;

(c) the nominal value of such shares;

(d) any produce of the members of the company actually in the possession of, or in transit to, the company or its agent;

and every such list, so certified, shall be *prima facie* evidence that the persons mentioned therein are liable to pay the amount stated therein.

Similar lists shall from time to time, as the Bank may require, be furnished in respect of any further shares which may be issued by the company, and the assignment herein referred to shall be deemed to include the shares appearing in such lists.

(6) The signing of any such assignment by the chairman and the secretary of the company, or by any persons purporting to act in those capacities shall, notwithstanding anything to the contrary in any law, or in the company's memorandum (if any) and articles of association or regulations—

(a) bind the company;

(b) bind the members to the extent of any amount unpaid on their shares and of any contingent liability attaching to those shares;

(c) vest in the Central Board the ownership of all or any agricultural produce which is actually in the possession of, or in transit to, the company or its agents and in respect of which the advance was made as fully and effectually as if the said produce were actually delivered to and retained in the board's possession, and such signing shall further empower the Central Board—

(i) to prohibit by written notice the transfer of any shares on which calls are still due, or any amount owing, or to which a contingent liability is attached. Such notice shall be addressed to the secretary of the company at the address as recorded in the bank's books;

(ii) to call up and collect in accordance with section 53 unpaid capital and any contingent liability attaching to shares in the company;

(iii) to collect any amount due and owing by any person to the company, to give valid receipts for the payment, to institute action, to enforce payment thereof, and to abandon such amounts as are, in its opinion, irrecoverable;

(iv) to prohibit by written notice the disposal of any agricultural produce mentioned in this sub-section;

(v) to sell any such agricultural produce.

(7) Any transfer or disposal without the written consent of the Central Board of any share in a company or of any produce in possession of, or in transit to a company or its agents while such company owes the bank any moneys in respect of an advance made to it, shall be null and void.

(8) Any advance made in accordance with this section shall be subject to such conditions as the Central Board shall determine, and the Central Board may require the company to furnish such further security as such Board may deem necessary in order adequately to secure the advance.

36. An advance to a co-operative agricultural company may be made by the Central Board in the form of a cash credit account, and the company shall pay to the Bank on the average daily balance of the amount outstanding interest at such rate per annum as the Central Board may determine.

Advances to companies in form of cash credit account.

37. (1) As long as the authority of the company by virtue of which an advance in the form of a cash credit account has been granted, is acted upon and recognised by the Central Board that the company, and its members, to the extent of any amount unpaid on their shares, or any produce of its members in the possession of or in transit to the company or its agents shall remain liable to the Bank in respect of all advances made by the Bank through that cash credit account.

Provisions regarding advances in form of cash credit account.

(2) Advances to a co-operative agricultural company in the form of a cash credit account shall not, during any one year, exceed—

(a) where grain bags and/or requisites needed for the manufacture and/or marketing of farm produce have been or are to be purchased by the company, an amount equal to the whole cost thereof;

(b) where such advances are made for the purpose of enabling such company to finance its members in respect of farm produce delivered to it by them, sixty per centum of the value of such produce as determined by the Central Board.

(3) The Central Board may at any time reduce the maximum amount of a cash credit account or close that account. In the former case any amount owing by the company in excess of such reduced maximum amount, and in the latter case the whole of the amount owing by the company in respect of the cash credit account, including interest, shall at once become due and payable to the Bank.

(4) If the company fails to pay any such amount to the Bank within thirty days after demand has been made by the Central Board therefor by registered letter addressed to the secretary of the company, at its address as recorded in the Bank's books the Central Board may forthwith exercise its powers of recovery conferred upon it by this Ordinance.

Guarantee of contracts of co-operative agricultural companies.

38. (1) The Central Board may guarantee the performance by a co-operative agricultural company of any contract entered into or to be entered into by that company, whether jointly with another company or otherwise, relating to the supply of produce, or to payment for grain bags and/or requisites needed for the manufacture and/or marketing of farm produce or to the repayment of loans; and in the event of the failure of any company to carry out the terms of the contract (so far as it is liable so to do) or to conduct the business which is the subject of the contract to the satisfaction of the Central Board, the Central Board may complete the contract or abandon the same upon such terms as it is able to arrange, and may recover from the company which is so in default any loss sustained by the Bank in the same manner as an advance may be recovered from the company under this Ordinance.

(2) The Central Board may guarantee the performance by any person or company approved by the Central Board, and acting on behalf of a co-operative agricultural company or companies, of any contract relating to the supply of produce or to payment for grain bags and/or requisites needed for the manufacture and/or marketing of farm produce or to the repayment of loans entered into or to be entered into by such person or company to the extent to which a co-operative agricultural company is interested in the performance thereof; and in the event of a failure of such person or company to carry out the contract so far as such person or company is liable so to do, or to conduct the business of the contract to the satisfaction of the Central Board, the Central Board may complete the contract or abandon the same upon such terms as it may determine, and recover from every co-operative agricultural company on whose behalf the guarantee was given its share of the loss sustained by the Bank in the same manner as a loan may be recovered from the company under this Ordinance.

(3) Before giving any guarantee mentioned in this section the Central Board shall be satisfied that the members of the co-operative agricultural company or companies on whose behalf the guarantee is given are capable of themselves producing and supplying the article contracted to be supplied, and shall obtain from the said company or companies an indemnity or indemnities for the full amount of the guarantee. Each company shall indemnify the Bank to the extent of its interest in the contract. The indemnity shall be signed by the Chairman and by the secretary of the company, and when so signed shall bind the company.

(4) The company shall pay to the Bank a charge of one-half per centum on the amount guaranteed, but no other charge, stamp duty or fee whatsoever shall be payable in respect of such guarantee.

Right to examine books of company.

39. The Central Board shall at all times have full access to all accounts, documents, papers and books of any co-operative agricultural company to which an advance has been made by the Bank or for which a contract has been guaranteed by the Bank or of any company from which an application for an advance or a guarantee has been received, and may cause all such accounts, documents, papers and books to be examined by a member of the staff and by any other person appointed thereto. The Board shall not make an advance to or guarantee a contract of a co-operative agricultural company unless satisfied that all such accounts, documents, papers and books are in order.

PART IV.

ADVANCES FOR THE PURPOSES OF BUILDINGS, WATER SUPPLIES,
DIPPING TANKS OR FENCING.

40. Notwithstanding the provisions of sub-section 2 of section 29, an advance in addition to that provided for in the said subsection may be made for the purpose of erecting buildings, dipping tanks and fencing, making boreholes, and equipment for water supplies: Provided, however, that such an advance shall not exceed £200 for any one of the objects. The total cost of such dipping tanks, buildings, fencing, boreholes and equipment may be provided for by such advance: Provided, however, that such advance, together with all other advances made by the bank on the security of the land to which it relates, shall not exceed seventy-five per centum of the fair agricultural and pastoral value of the land, the value of improvements effected or to be effected as determined by the Board, and the amount advanced under the provisions of this section.

Advances for erecting buildings, etc. in addition to those provided for in Sec. 29 (2).

41. Notwithstanding the provisions of sub-section 3 of section 29, an advance in addition to that provided for in the said sub-section may be made for the purpose of erecting buildings, dipping tanks and fencing, making boreholes and equipment for water supplies: Provided that such advance shall not exceed £200 for any one of the objects. The total cost of such buildings, dipping tanks, fencing, boreholes and equipment may be provided for by such advance: Provided, however, that such advance, together with all other advances made by the Bank in respect of the same land, shall not exceed sixty per centum of the amount already paid as part of the purchase price of the said land, the value as determined by the Board of improvements made since the agreement to purchase and the amount advanced under the provisions of this section.

Advances for erecting buildings, etc. in addition to those provided for in Sec. 29 (3).

42. Wherever an owner of a holding :—

Applications for advances.

- (a) desires to erect a fence upon the holding or to build a dipping tank, provide a water supply, or construct a building; or
- (b) is required under the provisions of the Fencing Ordinance, 1928, by another owner of a holding to contribute to the costs of a dividing fence between the holdings; or
- (c) is required to contribute by an adjoining owner to the cost of such alterations to a dividing fence as will make it a fence of a superior type; or
- (d) is required to fence or to contribute towards the fencing of one or more sides of a public road or a railway; or
- (e) is required to fence or to erect a dipping tank in an area proclaimed under the Fencing Ordinance, 1928, or the Cattle Cleansing Ordinance, 1928;

such owner may apply in writing on the prescribed form to the Bank for an advance which will defray the cost or contribution (not exceeding £400) and (not under £50): Provided the specifications of the fence, dipping tank, machinery or work are approved; and a certificate is presented from the Inspectors or Delegates of the Bank as to the condition and state of construction in order that instalments of the advance may be paid as the work progresses.

How advances
to be repaid.

43. (1) Any such advance shall, with interest thereon be repaid to the Bank by equal half-yearly instalments so calculated that the whole advance and the interest thereon will be repaid within such period not exceeding twenty years from the date when the first instalment becomes due; as the Board may determine. The first instalment may become due two years after the advance is made, but during that period the interest at the rate aforesaid shall be payable on due dates by the owner to the Bank.

(2) The Bank may, in lieu of actually advancing money for the purpose aforesaid, supply the material and transport the same to the holding, and the actual cost of the material and the transport thereof shall be debited by the Bank against the owner, as if an advance in money had actually been made, and shall be deemed for the purposes of this Ordinance to be an advance.

(3) The date upon which the advance or any portion thereof is first made or upon which material was first supplied shall be deemed to be the date as from which interest is first payable and the date from which the said two years shall be calculated.

Bank to notify
Registrar
General of
Titles of
advances.

44. (1) The Bank shall forthwith upon the completion of the advance transmit in writing to the Registrar General of Titles information stating :—

- (a) the date and amount of any advance made under the provisions of this Part; and, when the advance is made in respect of more than one holding, the amount which each owner is liable to pay;
- (b) the person or persons to whom the advance has been made;
- (c) the holding or holdings in respect of which the advance is made;

and upon receipt of the information furnished the Registrar General of Titles shall, free of all charge, cause a note thereof to be made in his registers in respect of the holding or holdings and on the title thereof, when available, and shall transmit forthwith to the Land Bank a certified copy of such note.

(2) The making of such note shall have the effect of creating in favour of the Bank a charge upon the holding until the amount of the advance and all interest due thereon have been paid.

(3) The Registrar General of Titles shall delete from the register and from the title any such note as soon as he has received from the Bank written information that the amount and interest aforesaid have been paid.

Assignment of
holding in
respect of
which advance
has been made.

45. Any holding in respect of which a note has been made under this section may, after payment of all instalments and interest then due to the Bank in respect of that holding and with the consent of the Board, be assigned or transferred by the owner to any other person, but in that case such holding shall, notwithstanding such assignment or transfer, continue to be subject to a first charge created by such note in favour of the Bank for so much of the advance and interest as is unpaid at the date of the assignment or transfer; and the owner for the time being of such holding shall be liable for the payment of any instalments and interest in respect of the advance, as and when they fall due, in the same manner as if the advance had originally been made to him.

46. (1) Whenever an advance has been made by the Bank and has been noted by the Registrar of Deeds in the manner provided in section 44, the amount of the advance (or as much as may be owing) shall attach to the holding in respect of which the advance is made and each successive owner shall be liable for the instalments and interest, as they fall due under the advance during his ownership as if the advance had been made to him : Provided that no transfer of a holding in respect of which such a note has been made shall be passed before any Registrar of Deeds unless a certificate, signed by the Director of the Bank, is lodged with the said Registrar as proof—

Amount of
advance to
attach to
holding.

(a) that all instalments and interest, then due to the bank, have been paid; and

(b) of the amount still owing in respect of the advance.

(2) If it be desired to transfer a portion of a holding in respect of which an advance has been noted by the registrar of deeds in the manner aforementioned, or if it be desired to partition any such holding, the Director shall determine whether any, and if any, what proportion of the advance shall attach to each separate portion of the holding, and each successive owner of each separate portion of the holding shall be liable for the instalments and interest, as they fall due during his ownership in respect of the proportionate amount which attaches to such separate portion, as if the advance had been made to him : Provided that no such transfer of a portion of the holding or registration of such partition deeds of transfer shall be passed before any registrar of deeds unless a certificate, signed by the Director of the Bank, is lodged with the said registrar as proof—

(a) that all instalments and interest then due to the bank have been paid;

(b) of the proportionate amount (if any) which shall attach to each separate portion of the holding.

(3) The amount of any advance made by the Bank in respect of dipping tanks, fencing, water supplies and buildings under this Part and any amount owing to the Bank by any owner at the date of any such transfer or registration of any such partition deeds of transfer as is permitted under sub-sections (1) and (2) of this section, shall be noted, free of charge, by the registrar of deeds on the document of title or deed of transfer (as the case may be) of the holding, or any portion thereof, in respect of which the advance was made, in addition to the note which the said registrar is by law to make in his said registers.

(4) The certificate mentioned in sub-sections (1) and (2) of this section shall, when signed by the Director, be conclusive evidence of the liability, and the amount thereof, of any owner of a holding, or portion thereof; in respect of which an advance for buildings, water supplies, dipping tanks and fencing has been made by the Bank under the provisions of this Part.

Advances to
local
authorities.

47. (1) Advances under this Part may be made to any local authority subject to the provision of the Ordinance governing the powers of such authority notwithstanding such local authority may not be the owner of the holding upon which the specified work is to be erected, provided that application is made to the Board on the prescribed form and transmitted to the Board through the Commissioner for Local Government and with his approval.

(2) The amount advanced and any interest due from time to time thereon shall be secured upon the properties and revenues of the local authority including any town lands thereon or any other lands vested in the authority by any Ordinance; and, in the event of default by any local authority in making any payments to the Bank, the Bank shall, until the monies due to it from the authority are recovered, exercise all such powers as are vested in the local authority in relation to the levying of rates and out of any rates so levied by the Bank shall collect the monies due to it and pay over any balance of the rates so collected to the local authority.

(3) The amount advanced shall be repaid by such authority within four years after the completion of the work erected by means of the advances.

(4) For the purposes of this section a local authority shall mean the council of any municipality constituted under the Municipal Corporation Ordinance or any Ordinance substituted therefor, or any committee or other authority appointed under the Township Ordinance for the purpose of the said Ordinance or any Ordinance substituted therefor, or any district road board appointed under the Public Travel and Access Roads Ordinance.

Advances for
certain
purposes.

48. No advance approved by the Central Board in respect of the construction of any farm building, water supply or the erection of a fence or the construction of a dipping tank shall be paid to the person to whom the advance is to be made until the Central Board is satisfied that the building, water supply, fence or tank, as the case may be, has been erected or constructed up to the amount in part to be advanced: Provided that, if the holding upon which the work is to be constructed is mortgaged the Central Board shall upon receipt and consideration of the application give written advice to the registered holder of such mortgage of its intention to grant the advance.

PART V.

GENERAL PROVISIONS AS TO ADVANCES.

Advances when
approved to be
taken up
within three
months.

49. As often as any advance has been approved by the Central Board, and the applicant fails, within a period to be fixed by the Central Board, but not exceeding three months after notification to him of the approval of the advance, to execute any documents necessary to complete the security and to lodge the same with the Central Board, together with the title deeds of and/or other documents relative to the applicant's title to the property, if the same is to be mortgaged, the Central Board may withdraw its approval of the advance, and in that event no part of the fees paid in connection with the application shall be refunded.

50. (1) In every mortgage deed to secure an advance made under this Ordinance there shall be implied on the part of the mortgagor and in favour of the Bank the covenants and conditions set out in the First Schedule to this Ordinance.

Covenants and conditions to be implied in mortgages.

(2) All such covenants and conditions shall extend to and include the legal representatives of the mortgagor.

(3) The Governor in Council may, on the recommendation of the Central Board, from time to time, by notice in the Gazette, alter any of such covenants and conditions, but no such notice shall affect any mortgage existing at the date of the first publication of the notice in the Gazette.

51. If—

- (a) at any time any sum of money, whether principal or interest, due in respect of any advance made by the Bank under this Ordinance, be unpaid; or
- (b) in the opinion of the Central Board, any such advance has not been applied for the purposes for which it was made or has not been carefully and economically expended; or
- (c) the debtor become insolvent, or be sentenced to imprisonment without the option of a fine, or assign his estate or the security for the advance be declared executable by order of a competent court or, the debtor being deceased his estate is about to be administered, or has been sequestrated as insolvent; or
- (d) there be a breach of any other condition of the advance; or
- (e) the advance be not applied within such time as the Central Board may consider reasonable to the purpose for which it was made.

Remedies of Bank against defaulting debtor.

the Central Board may—

- (i) refuse to pay any portion of the advance which has been approved, but not yet paid; and
- (ii) three months after demand by registered letter addressed to the address given by the debtor in his application for the advance has been made for repayment of the advance, and without recourse to a court of law, enter upon and take possession of and sell by public auction the whole or any part of the security for the advance upon such terms and conditions as to the Central Board shall appear under all the circumstances to be just: Provided that in the circumstances mentioned in paragraph (c) in this section the Central Board may so enter upon and take possession of and sell the whole or any part of such security as soon after the property has been declared executable as the Central Board may deem expedient; and
- (iii) transfer such land or other security to the purchaser and give a good and valid title thereto, and without production to the Registrar of the title deeds, provided it is certified that the Central Board has been unable to obtain the same.

Provided that no such sale shall take place until the expiry of at least fourteen days from the date of a notice in the Gazette and in some newspaper circulating in the district, stating the date, hour and place and the terms and conditions of the sale.

Remedies in respect of advances to companies.

52. Whenever acting under the special powers conferred upon it by this Ordinance or any other law the Central Board has, without recourse to a court of law, entered upon, taken possession of or sold immovable property, it may, in order to give possession of that property to the purchaser, give written directions to the sheriff of the province in which the property is situate, summarily to eject any person in occupation of that property, who, in the opinion of the Central Board, is not entitled to occupy the same, and the sheriff is hereby authorised and empowered through any deputy-sheriff acting on his behalf, to carry out the Central Board's directions.

Remedies in respect of advances to companies.

53. (1) If a co-operative agricultural company indebted to the Bank—

- (a) is dissolved for any reason whatsoever; or
- (b) is removed from the register of companies; or
- (c) so changes its character as no longer to be a co-operative agricultural company as defined in section two of this Ordinance; or
- (d) fails to observe the terms and conditions of any advance made by the Central Board; or
- (e) fails to pay any amount upon due date; or
- (f) fails to make payment to the Bank when required to do so in accordance with sub-section (4) of section thirty-seven of this Ordinance; or
- (g) has ceased in the opinion of the Central Board to carry on business or the period if any of its establishment has expired;

the Central Board after giving seven days' notice by registered letter, addressed to the Secretary of the company at the address recorded in the Bank's books, may, without recourse to a court of law—

- (i) seize and sell, either by public auction, or by private treaty, any or all of the company's assets which have been specially mortgaged to the Bank;
- (ii) exercise, in such order as it shall determine, any one or all of the powers vested in it by virtue of the assignment mentioned in section 35 of this Ordinance.

(2) If any person whose liability to pay any subscribed, but unpaid capital has accrued in terms of the company's memorandum (if any) and articles of association or regulations fails, upon written demand being made by the Central Board, to pay such amount within fourteen days after the date of the demand, the Central Board may, without recourse to a court of law, seize and sell through the Registrar of the Supreme Court so much of the immovable or movable property of such person as may appear to be necessary to make good the amount, including the costs incurred by such seizure and sale.

(3) The Central Board, in having recourse to the remedies provided by sub-section 2 of this section, shall in every case sell as aforesaid movable property before selling immovable property; and the provisions of paragraph (iii) of section 51 of this Ordinance and the proviso to that section shall apply to any immovable property so sold.

(4) The persons liable to pay any subscribed, but unpaid capital or any contingent liability attaching to the shares shall be the persons whose names appear on the list of shareholders furnished by the company at the time of signing the assignment mentioned in section thirty-five or from time to time thereafter and they shall be liable to the extent stated in those lists provided that if any shares have, after the signing of such cession, been transferred with the Central Board's written consent, then the transferee and not the person mentioned in any such list shall be liable in respect of the shares so transferred.

(5) All amounts collected by the Central Board shall be employed to liquidate or reduce the company's debt to the Bank and upon liquidation thereof the assignment shall be cancelled and returned to the company or its legal representative.

(6) For the purposes of this section "debt" includes, in addition to an advance and the interest thereon, the expenses incurred by the Central Board in making the advance and in recovering it with interest as aforesaid.

54. When immovable property, other than the property of a co-operative society or company has been realised by the Bank by virtue of special powers conferred upon it under any law, the surplus (if any) of the proceeds of such sale, after payment of all amounts owing to the Bank and any costs incurred by the Bank, shall be paid—

- (a) if the debtor is deceased, to the executor of his estate;
- (b) if the estate of the debtor is insolvent or assigned, to the trustee or assignee, as the case may be;
- (c) if the property so realised has, prior to such realisation, been declared executable, to the sheriff;
- (d) in all other cases, to the debtor, unless the property is subject to a bond, other than that of the Bank, in which case payment shall be made to the legal holder of such bond against evidence of the amount owing thereunder. No such payment shall, however, be made until at least seven days' notice thereof has been given to the debtor by registered letter posted to his last-known place of address, and, in the event of the debtor objecting to the amount being so paid, the surplus shall be transmitted to the sheriff of the Province in which the sale took place for payment to the person entitled thereto.

55. The power conferred by this Ordinance on the Bank of entering upon, taking possession of, seizing or selling property without recourse to a court of law shall not be exercised in respect of property over which a duly registered mortgage exists without the written consent of the holder of such mortgage first had and obtained.

Power of seizure not to be exercised over mortgaged property.

Powers of
inspection.

56. For the purpose of ascertaining whether an advance has been or is properly applied, the Central Board may by means of any of the staff, or by means of inspectors or other persons deputed by it, enter upon the premises and/or institute such inspections as it may deem advisable.

PART VI.

ACCOUNTS.

Publication of
accounts of
the Bank.

57. The Director shall, within two months after the 31st December in each year, transmit to the Treasurer, to be laid before the Governor and to be published in the Gazette, a statement of accounts showing—

(a) the assets and liabilities of the Bank as on the said date; and

(b) the profit and loss account for the preceding year.

Every such statement shall be signed as correct by the Director, at least two members of the Central Board and by the Accountant of the Bank.

In addition to the accounts in this section mentioned, the Central Board shall render to the Treasurer from time to time such other accounts, reports and statements as the Treasurer may require.

Inspection and
audit of
accounts of the
Bank.

58. The Treasurer or any other officer in the public service deputed by him shall have full access to all the accounts, documents, papers and books of the Bank, and the Central Board shall at all times furnish to such officer all such information as he may require. The Auditor, or any other officer in the public service deputed by him, shall audit the books of the Bank at such times as he shall think fit to do so, or as he shall be directed to do so by the Governor.

Creation of
Reserve Fund

59. (1) As soon as may be after the commencement of this Ordinance, the Central Board shall create a Reserve Fund which shall be credited from time to time with any net profit earned by the Bank.

(2) The Reserve Fund shall be applied by the Central Board in making good any loss or deficiency which may occur in any of the transactions of the Bank.

(3) Whenever any balance remains in the Reserve Fund after providing for the loss or deficiency aforesaid, it may be devoted to any of the purposes to which any other funds of the Bank may by this Ordinance be devoted.

(4) As soon as the Reserve Fund and the capital of the Bank (being the funds mentioned in sub-section (1) (a) of section 21) total such amount as is in the Central Board's opinion adequate to enable the Bank fully to carry out its objects, there shall as soon as possible after the close of each year be paid to the Treasurer such amount as the Central Board shall direct out of—

(a) the profits of the Bank; and

(b) the Reserve Fund of the Bank, provided that the amount of the Reserve Fund shall not be reduced below £100,000.

(5) All amounts paid to the Treasurer in terms of this section shall be applied towards redemption of the capital funds of the Bank as specified in sub-section (1) (a) of section 21.

(6) Interest upon any amount repaid to the Treasurer under this section shall cease to be payable as from the date of such repayment.

60. In the event of funds being made available as a loan specifically for the purposes of the Bank it shall be the duty of the Central Board to open a Loan Redemption Account, the contributions to which shall be such as in the opinion of the Governor in Council will be sufficient to meet the loan at maturity.

Loan
Redemption
Account.

PART VII.

MISCELLANEOUS.

61. (1) The Governor in Council, upon the recommendations of the Central Board, may make rules as to all or any of the following matters, namely :—

Power to
make rules.

- (a) the meetings and proceedings of the Central Board and local boards;
- (b) the rights and privileges and the duties of the staff and the duties of other persons employed by the Central Board, and the manner of their performance;
- (c) the establishment of agencies;
- (d) the management of the Bank and its agencies;
- (e) the specific cases in which property given as security shall be insured;
- (f) the rules of good husbandry;
- (g) the conditions which may be imposed in regard to advances for improvements or new works, and the payment of such advances as work proceeds;
- (h) the forms to be used, and the books, accounts and records to be kept;
- (i) the registration by the Registrar of mortgages executed to secure the repayment of advances made in terms of section 19 (c) of this Ordinance and interest on such advances, and the form in which such registration shall be made, the inspection of such register, and other matters incidental thereto; and
- (j) generally for fully and effectually carrying out and giving effect to the objects and purposes and for guarding against violations of this Ordinance.

(2) All rules made under this section shall be published in the Gazette and shall take effect upon such publication.

62. (1) The Central Board may from time to time appoint a reasonable number of fit and proper persons for each district to inspect and value properties for the purposes of this Ordinance, and may in its discretion remove any person so appointed. The Central Board may cause notice of every such appointment to be published in the Gazette.

Appointment of
valuators.

(2) The fees and travelling expenses of valuers so appointed shall be payable by the Bank in accordance with tariffs framed by the Central Board and approved by the Governor in Council.

(3) Every administrative officer, Government surveyor, police officer or other officer of the public service shall, without additional emolument, when required by the Central Board, report on any cases submitted to him and generally act as agent or inspector of the Bank.

Access to
valuation rolls.

63. The Central Board shall have access without fee or charge to the valuation roll of any local authority which now exists or shall hereafter exist, and it shall be the duty of officers of every such authority to supply without fee or charge to the Central Board, upon application, particulars as to any valuation of rateable property in respect of which such local authority has the power to levy rates.

Bank to hold
land.

64. It shall not be lawful for the Bank to hold land other than is required for its business premises or is acquired as the result of foreclosure or otherwise on account of debt; and all developed land so acquired shall be sold at the earliest favourable opportunity upon such special terms and conditions as the Central Board may determine and not necessarily limited by the conditions of sections under Part III of this Ordinance. It shall not be lawful for the Director, the members of the Central Board, or the members of the staff, to buy directly or indirectly any land sold in accordance with this section.

Penalties for
offences.

65. (1) If the Director, or any member of the Central Board or of the staff or any agent, inspector or valuator, directly or indirectly receive any fee or reward (other than is authorised under this Ordinance) from any person in respect of or in connection with an advance or application therefor under this Ordinance, he shall be guilty of an offence and liable on conviction to a fine not exceeding five hundred pounds, or to imprisonment of either description for a period not exceeding five years, or to both such fine and imprisonment.

(2) Any person who, in respect of or in connection with any advance or application therefor under this Ordinance, bribes or attempts to bribe, or corruptly influences or attempts corruptly to influence, the Director or any member of the Central Board or of the staff, or an agent, inspector or valuator for the Bank, shall be guilty of an offence and liable on conviction to a fine not exceeding five hundred pounds, or to imprisonment of either description for a period not exceeding five years, or to both such fine and imprisonment.

(3) Any person who—

- (a) having any pecuniary interest in any land offered as security for an advance under this Ordinance; or
- (b) being a partner, creditor or debtor of an applicant for an advance or being related to such an applicant within the third degree of affinity or consanguinity;

acts as valuator in connection with the land offered as security for such advance, shall be liable to a penalty of not less than fifty pounds and not exceeding two hundred pounds, which shall be recoverable by action in any competent court at the suit of the Attorney General, and when recovered shall be paid into the Treasury.

66. (1) Every applicant for an advance under this Ordinance shall pay to the Bank in advance— Fees, costs,
etc.

- (a) fees in accordance with the scale set out in the Second Schedule to this Ordinance; and
- (b) the valuator's fee and his travelling expenses, according to tariffs framed by the Central Board and approved by the Governor in Council.

In the event of the advance being refused, the applicant shall be entitled to a refund of fees paid by him, less an amount of twenty shillings and less the amount also of the valuator's fee and travelling expenses. In the event of a smaller amount being granted than is applied for, and such smaller amount being accepted by the applicant, the application fees shall be calculated on the amount granted.

(2) The costs and fees of preparing, completing or discharging any mortgage or other security shall be payable by the mortgagor to the Bank according to the scale set out in the Third Schedule to this Ordinance. Such costs and fees shall be deducted from the advance.

(3) The Governor in Council may from time to time, on the recommendation of the Central Board, alter or add to any such scale of costs or fees, and the alteration or addition shall be notified in the Gazette.

67. This Ordinance shall commence and come into operation on a date to be fixed by the Governor by proclamation in the Gazette. Date of com-
mencement.

FIRST SCHEDULE.

(Section 50.)

Covenants to be implied in every mortgage on the part of the person executing the same, or his legal representative, as mortgagor in favour of the Land and Agricultural Bank of Kenya, its successors and assigns, as mortgagee.

(1) That the mortgagor will from time to time, so long as money shall remain owing on this security, well and substantially repair and keep in good and substantial repair and condition all buildings and other improvements erected and made upon the said land; and the Bank shall at all times be at liberty by itself, its agents or servants to enter upon the said land to view and inspect the said buildings and improvements.

(2) That if the mortgagor fail or neglect to repair the said buildings and improvements, or to keep them in good and substantial repair and condition as aforesaid, then and in any such case and as often as the same shall happen it shall be lawful for, but not obligatory upon, the Bank, at the cost and expense in all things of the mortgagor, to repair the said buildings and improvements and keep them in good and substantial repair and condition.

(3) That all moneys expended by the Bank in repairing or keeping in repair any of the said buildings and improvements as aforesaid, or in the insurance thereof or in attempting to exercise any power, right or remedy herein contained or implied in favour of the Bank, shall

be payable to the Bank by the mortgagor on demand; and until paid shall be charged on the said land, together with interest at the rate of not more than the rate per centum charged in the said mortgage computed from the date or dates of such moneys being expended.

(4) Insurance shall be effected as may be prescribed by regulations or instruction of the Central Board. Every policy of insurance so effected and every renewal thereof shall be assigned to the Bank as collateral security.

(5) That if and whenever the mortgagor makes default in the full and punctual payment of any instalment of interest or principal, or if and whenever the mortgagor makes default in the faithful observance and performance of any covenant or condition contained in or implied by the mortgage, it shall be lawful for the Bank to call up and compel payment of all principal, interest and other moneys for the time being owing under this security, notwithstanding that the time or times hereinbefore appointed for the payment thereof respectively may not have arrived.

(6) That the mortgagor will at all times cultivate and manage the lands mortgaged in a skilful and proper manner, either personally or by proxy, and according to the rules of good husbandry, and particularly will fulfil all conditions of development and occupation to which in any title from the Crown such lands are subject. Failure in the performance of this condition shall entail the immediate recovery of the advance should the Bank so desire: Provided that this covenant shall not apply to a co-operative agricultural company or to land used exclusively for stock farming and described as such in the application for the advance: Provided also that the conditions of title issued from the Crown in respect of land used exclusively for stock farming shall in all respects be punctually fulfilled.

SECOND SCHEDULE.

(Section 66 (1) (a).)

Scale of Application Fees to be paid by applicants in any event, and to accompany the application:—

	Sh.
On application for an advance not exceeding £500	15
On application for an advance exceeding £500 and not exceeding £1,000	20
On application for an advance exceeding £1,000 and not exceeding £1,500	30
On application for an advance exceeding £1,500 and not exceeding £2,000	40
On application for an advance exceeding £2,000 and not exceeding £3,000	50
On application for an advance exceeding £3,000 for every additional £1,000 or fraction thereof, subject to a maximum fee of £5	20

THIRD SCHEDULE.

Scale of Costs and Fees payable under section 66 (2) of this Ordinance :—

	Sh.
For every advance not exceeding £100	40
For every advance exceeding £100 and not exceeding £500	60
For every advance exceeding £500 and not exceeding £1,000	80
For every advance exceeding £1,000 and not exceeding £1,500	100
For every advance exceeding £1,500 and not exceeding £2,000	120
For every advance exceeding £2,000 for every additional £1,000 or fraction thereof	40

Scale of Costs and Fees for preparing pledge :—
One half of above scale.

With Cash disbursements which are the same in every case, namely :—

Costs and Fees for discharge or release of mortgage, including guarantees issued by the Bank ...	30
Costs and Fees for release of pledge	15

OBJECTS AND REASONS.

The chief object of the introduction into Legislative Council of this Bill is to provide a means whereby farmers and other occupiers of land may secure long-term advances at a reasonable rate of interest for the purpose of approved development of their lands. This Bill is based upon a combination of the Land Bank Acts in force in the Union of South Africa and Southern Rhodesia. Special provision is made for loans for the purpose of the construction of fences and dipping tanks, water supplies and buildings, all of which apply to Native Reserves, Township Authorities, and farmers. In addition, a special part of the Bill deals with the needs of co-operative agricultural companies.

Part I of the Bill deals with the establishment and management of the Bank; the management is vested in a Central Board of five members, under the chairmanship of the Director.

Part II deals with the business, the purposes and the manner of obtaining funds for the Bank.

Part III refers to the method in which the Central Board deals with applications for advances, and lays down the securities to be furnished by prospective borrowers. In addition it shows the method of financing the operations of co-operative agricultural companies, and the securities to be taken from such companies before advances are made to them.

Part IV is framed to cover the demands of farmers and others which will arise mainly from the application of the Fencing and Cattle Cleaning Bills which are being introduced at this Session. Also the relation of the Bank in regard to advances to native communities and Township Authorities is dealt with.

Part V of the Bill enumerates the covenants to be implied in every mortgage deed to secure an advance under the Bill and also the conditions under which the Bank may call up a loan.

Part VI refers to the accounts and the management of the capital funds of the Bank.

Part VII provides for the making of rules by the Governor in Council upon the recommendation of the Central Board for the prosecution of the business of the Bank, for the appointment of inspectors and valuers, and, in addition, for the control of the staff of the Bank, and the imposition of fees to be paid by applicants for advances.

PROCLAMATION No. 29.

THE DISEASES OF ANIMALS ORDINANCE.
(Chapter 157 of the Revised Edition, Section 4.)

AND

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

GOVERNMENT NOTICE No. 231 OF 1919.

PROCLAMATION.

IN EXERCISE of the powers thereunto enabling me, I hereby declare that the following portions of Proclamations are revoked:—

Those portions of Proclamation No. 20, dated the 15th day of February, 1928, declaring Farm L.O. No. 1185, Miss C. Buxton, Kedowa, Kisumu-Londiani District; and Farm L.O. No. 5479, Veterinary Quarantine Station, Kedowa, Kisumu-Londiani District, to be infected areas (Rinderpest).

That portion of Proclamation No. 21, dated the 22nd day of February, 1928, declaring Farm L.O. No. 603, Captain A. V. Barclay, Tugernon Hill, Lumbwa, Kisumu-Londiani District, to be an infected area (Rinderpest).

Given under my hand at Nairobi this 16th day of April, 1928.

H. H. BRASSEY-EDWARDS,
Acting Chief Veterinary Officer.

GOVERNMENT NOTICE No. 194

THE TOWNSHIPS ORDINANCE.

RULES.

IN EXERCISE of the powers conferred upon him by the Townships Ordinance (Chapter 82 of the Revised Edition), His Excellency the Governor in Council has been pleased to make the following Rules:—

1. These Rules may be cited as “the Gilgil Township Rules, 1928,” and shall apply to the Township of Gilgil.

2. In any case where the Resident Commissioner is satisfied that any building, though the plan thereof is not open to disapproval on any of the grounds specified in any Township Rules applicable to the Township of Gilgil, would nevertheless be likely or liable to be or become objectionable on sanitary grounds or otherwise in any way, the Resident Commissioner shall have power to withhold approval of such plan until the applicant shall have entered into such covenants binding him and his successors to do or to refrain from doing specified acts or things as the Resident Commissioner may consider necessary to ensure that such building shall not so be or become objectionable, and shall if required have procured such covenants endorsed upon his title deeds at his own expense and to the satisfaction of the Resident Commissioner.

By Command of His Excellency the Governor in Council.

Nairobi,

This 18th day of April, 1928.

W. M. LOGAN,
Clerk to the Executive Council.

GOVERNMENT NOTICE NO. 195

THE CRIMINAL PROCEDURE ORDINANCE.

(Chapter 7 of the Revised Edition of the Laws).

IN EXERCISE of the powers conferred upon him by section 263 of the Criminal Procedure Ordinance (Chapter 7 of the Revised Edition), His Excellency the Governor has been pleased to exempt, from liability to serve as Jurors or Assessors, the persons in the service of the Kenya and Uganda Railway in the following capacities :—

Station Masters.
Locomotive Foremen.
Permanent Way Inspectors.
General Manager.
Locomotive Running Superintendent.
Superintendent of the Line.
Chief Accountant.
Chief Engineer.
Mechanical Engineer and Works Manager.
Chief Storekeeper.
Chief Marine Engineer and Workshop Manager.
Officers and Engineers serving on the Lake Steamers.
Marine Superintendent.
District Engineers.
Assistant Engineers.
Assistant Superintendent (Locomotive).
Assistant Superintendents.
Deputy Chief Accountant.
Commanders of Lake Steamers.
Stock Verifiers.
Travelling Inspectors of Accounts.
Superintendent (Administrative).
Assistant Superintendent of the Line.

Government Notices dated the 24th August, 1906, the 5th December, 1906, the 6th day of April, 1908, the 2nd day of April, 1912, relating to the Exemption of Jurors and Assessors, and Government Notice No. 502, dated the 4th day of December, 1925, are hereby revoked.

Nairobi,

This 14th day of April, 1928.

W. M. LOGAN,
for Colonial Secretary.

GOVERNMENT NOTICE No. 196

THE JUSTICES OF THE PEACE
ORDINANCE.

NOTICE.

IN PURSUANCE of the powers conferred upon me by section 2 of the Justices of the Peace Ordinance, Chapter 21 of the Revised Edition, I, Edward William Macleay Grigg, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Royal Victorian Order, Companion of the Most Distinguished Service Order, upon whom His Majesty has conferred the decoration of the Military Cross, Lieutenant-Colonel in His Majesty's Army (retired), Governor and Commander-in-Chief of the Colony and Protectorate of Kenya, do hereby appoint Colonel Crescent Gephard Risley, D.S.O., to be Justice of the Peace for the Fort Hall District in the Kikuyu Province.

Given under my hand and the Official Seal.

Nairobi,

This nineteenth day of April.

EDWARD GRIGG,
Governor.

GOVERNMENT NOTICE No. 197.

KENYA AND UGANDA (TRANSPORT)
ORDER IN COUNCIL.

NOTICE OF APPOINTMENT.

IN accordance with the provisions of section 12 of the Kenya and Uganda (Transport) Order in Council, 1925, His Excellency the Governor has been pleased to appoint Colonel G. C. Griffiths, C.M.G., D.S.O., as Unofficial Member representing the Colony and Protectorate of Kenya to act and vote upon the Kenya and Uganda Railway Advisory Council during the temporary absence of Colonel W. K. Tucker, C.B.E., from the Colony and Protectorate of Kenya.

Nairobi,

This 16th day of April, 1928.

JUXON BARTON,
for Colonial Secretary.

GOVERNMENT NOTICE No. 198.

THE TOWN PLANNING ORDINANCE.

NAIROBI AREA TOWN PLANNING AUTHORITY.

NOTICE.

IN EXERCISE of the powers conferred upon him by the Town Planning Ordinance (Chapter 85 of the Revised Edition), and all other powers thereunto enabling him, the Governor in Council is pleased to appoint Mr. S. T. Thakore as a member of the Authority, and Government Notice No. 89 of 1926, published in the Official Gazette for 1926 at page 315, is hereby amended by the insertion of the name of Mr. S. T. Thakore in place of the name of Dr. S. D. Karve.

By command of His Excellency the Governor in Council.

Nairobi,

This 16th day of April, 1928.

W. M. LOGAN,
Clerk to the Executive Council.

GOVERNMENT NOTICE No. 199.

NOTICE.

THE undermentioned Administrative Officers were successful in obtaining a pass, in the recent Law Examination:—

R. G. Darroch, (with distinction).

H. A. Carr.

H. S. Potter.

D. Morgan.

A. C. M. Mullins, (Local Ordinances).

C. P. B. Norman, (Civil Procedure).

Nairobi,

16th April, 1928.

C. B. THOMPSON,
for Chief Native Commissioner.

GOVERNMENT NOTICE No. 200

THE NATIVE AUTHORITY ORDINANCE.
(Chapter 129 of the Revised Edition, Section 3 (1).)

AND

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

GOVERNMENT NOTICE No. 406 OF 1926.

APPOINTMENT.

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

Nyeri,

4th April, 1928.

R. W. HEMSTED,
Senior Commissioner.

SCHEDULE.

SOUTH NYERI DISTRICT, KIKUYU PROVINCE.

Name.	Area.	With effect from.	Remarks.
Maringa wa Gachoki	Ndia Location No. 25 Inoi	24th Mar., 1928	Vice Kachoki wa Ikango, died 20th March, 1928. Appointed by Govt. Notice No. 176 dated 1st May, 1924. Probationary appointment for six months.

GOVERNMENT NOTICE No. 201.

THE NATIVE AUTHORITY ORDINANCE.
(Chapter 129 of the Revised Edition, Section 3 (1).)

AND

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

GOVERNMENT NOTICE No. 406 OF 1926.

APPOINTMENT.

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

Government Notice No. 532, dated the 26th September, 1927, in so far as it refers to the appointment of Reche wa Kiathu, is cancelled.

Nyeri,
4th April, 1928.

R. W. HEMSTED,
Senior Commissioner, Kikuyu.

SCHEDULE.

MERU DISTRICT, KIKUYU PROVINCE.

Name.	Area	With effect from.	Remarks.
M'Mathiu wa Kathina	Kiriene Location 3a.	1st April, 1928	Vice Reche wa Kiathu, deposed. (Six months probationary appointment.)

GOVERNMENT NOTICE No. 202.

THE NATIVE AUTHORITY ORDINANCE.
(Chapter 129 of the Revised Edition, Section 3 (1).)

AND

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

GOVERNMENT NOTICE No. 406 OF 1926.

APPOINTMENT.

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

Nyeri,
27th March, 1928.

R. W. HEMSTED,
Senior Commissioner.

SCHEDULE.

FORT HALL DISTRICT, KIKUYU PROVINCE.

Name.	Area.	With effect from.	Remarks.
Kimani wa Thuku	A 15 Location.	24th Mar., 1928	Vice Thuku wa Bubo resigned. On 6 months probation.

GENERAL NOTICE No. 375.

UGANDA PROTECTORATE.

TENDER.

TENDERS are invited for the purchase of one "Bijoli" Cotton Seed Baling Press, complete with Petter Oil Engine No. 38041, H.P. 18/21, set of three tanks, and a comprehensive set of tools, and spare parts for above.

2. The machinery can be inspected on application to the Executive Engineer, Public Works Department, Jinja, and further particulars can be obtained from the Director of Public Works, P.O. Box 10, Entebbe.

3. Tenders in sealed envelopes endorsed "Cotton Seed Baling Press," will be received by the undersigned up to and inclusive of May 7th, 1928.

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

Entebbe,
30th March, 1928.

C. K. DAIN,
President, Tender Board.

GENERAL NOTICE No 376

KENYA AND UGANDA RAILWAYS AND HARBOURS.

TENDERS FOR KEROSENE AND PETROL.

TENDERS are invited for the supply of the above to the Kenya and Uganda Railways and Harbours for a period of twelve months from the 1st July, 1928, to 30th June, 1929.

2. Quotations to be for kerosene 150° and 125° fire test and petrol in bond. Alternative quotations to be submitted for kerosene in cases and in Railway's own containers and in supplier's containers, and for petrol in cases and in suitable large steel drums the property of the suppliers.

3. Quotations should be for actual quantity received at destination.

4. Brands to be specified in the tender as well as the net capacity in Imperial gallons of each type of container quoted by suppliers.

5. Separate contract may be placed for each of the above items and quotations may be submitted and accepted for the whole or part of the Railway's requirements of each item.

6. Accounts will be paid on or before the 15th of the month following that in which delivery is made.

7. Estimated monthly requirements may be obtained from the Chief Storekeeper, Kenya and Uganda Railways and Harbours, P.O. Box 40, Nairobi.

8. Sealed tenders marked "Tenders for Kerosene and Petrol," should reach the Chief Storekeeper's Office not later than the 16th May, 1928.

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

Nairobi,
14th April, 1928.

C. L. N. FELLING,
General Manager,
Kenya and Uganda Railways and Harbours.

GENERAL NOTICE No. 377.

THE DISEASES OF ANIMALS ORDINANCE.

IN EXERCISE of the powers conferred upon me by Rules 13 and 56 of the Diseases of Animals Rules, 1918, I hereby appoint the gentlemen named hereunder to be Honorary Permit Issuers for the purposes of the said Rules:—

F. F. Cope, Esq., Doinyo, Lessos Estate, P.O. Eldoret.

Captain V. B. Dowling, P.O. Hoey's Bridge.

And further I hereby declare that the gentleman named hereunder ceases to be an Honorary Permit Issuer for the purposes of the said Rules:—

Major H. P. Hill, P.O. Hoey's Bridge.

Nairobi,

The 18th day of April, 1928.

J. T. C. BRADSHAW,
for Acting Chief Veterinary Officer.

GENERAL NOTICE No. 378.

NOTICE.

UNDER THE MEDICAL PRACTITIONERS AND DENTISTS ORDINANCE, 1910.

(Chapter 119, Revised Edition).

THE undernoted has been registered in accordance with the terms of the Medical Practitioners and Dentists Ordinance (Chapter 119 of the Revised Edition).

Paterson, William Lyle, L.R.C.P. & S., Edin., 1916.

JOHN L. GILKS,
Registrar.

GENERAL NOTICE No. 379.

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

To all whom it may concern.

TAKE NOTICE that objections to the list of Jurors and Assessors liable to be summoned before the Supreme Court to serve during the year 1928-29, for the Coast Province (including the District of Mombasa) will be heard by the Judge of the Supreme Court, and the Resident Commissioner, Mombasa, on Monday, the 21st day of May, 1928, at 10 a.m. at the Supreme Court, Mombasa.

The original list was published in the Official Gazette, Supplement No. 1, of the 3rd of April, 1928.

Mombasa,
16th April, 1928.

R. L. UNDERWOOD,
*Deputy Registrar,
Supreme Court of Kenya.*

GENERAL NOTICE No. 380.

POST OFFICE NOTICE.

ARRIVAL OF KENYA MAILS IN ENGLAND.

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

Date of despatch from Mombasa	Name of vessel by which despatched	Date of arrival in England.
28th March, 1928	S.S. "Llanstephan Castle"	16th April, 1928
1st April, 1928	S.S. "B. de St. Pierre"	19th April, 1928

General Post Office,
Nairobi,
20th April, 1928.

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

GENERAL NOTICE No. 381.

EASTLEIGH TOWNSHIP.

THE EASTLEIGH ASSESSMENT AND RATING
RULES, 1922.

IT is hereby notified, with reference to General Notice No. 304, dated March 27th last, that the time limit fixed therein for the lodging of complaints against valuations in the Eastleigh Valuation Roll has been extended until the 7th day of May, 1928.

Nairobi, W. W. RIDOUT,
20th April, 1928. *for District Commissioner.*

GENERAL NOTICE No. 352.

KENYA AND UGANDA RAILWAYS AND
HARBOURS.

CATERING DEPARTMENT.

Fresh Provision Contracts.

TENDERS are invited for the supply to the Kenya and Uganda Railways and Harbours of meat, live sheep, fish, chickens, bacon, sausages, polony, eggs, bread, butter, cheese, potatoes, fruit, vegetables, coconuts, etc., from the 1st July, 1928, to 30th June, 1929.

1. All deliveries for Restaurant Cars and Refreshment Rooms to be made to the nearest Railway Station at such times and in such quantities as may be required by the Catering Manager.

2. All deliveries for ships on Lake Victoria, etc., are to be made to the Assistant Chief Storekeeper, Kisumu, or consigned as directed.

3. Tenders should specify the station of delivery.

4. Printed tender forms may be obtained on application from the Chief Storekeeper, Kenya and Uganda Railways and Harbours, P.O. Box 40, Nairobi. Sealed tenders marked "Catering Tenders," should reach the above on or before the 16th May next. Late tenders will not be considered.

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

Nairobi, C. L. N. FELLING,
12th April, 1928. *General Manager,
Kenya and Uganda Railways and Harbours.*

GENERAL NOTICE No 382.

THE BRANDING OF STOCK ORDINANCE.

THE following Schedule of registrations is hereby notified in accordance with Section 12 of the Branding of Stock Ordinance (Chapter 159 of the Revised Edition).

Nairobi,
5th January, 1928.

R. F. PALMER,
Registrar of Brands.

List of Cattle registered during the period 1st January to 31st March, 1928.

Name of Owner.	Address.	District for which Brand is required.	Brand Allotted.	Number of Certificate.	Date of Registration.
Griffiths, George Cruikshanks	Kipkarren	Nandi	P. J. 1	2147	1-1-28
Said Hassan	Ngong	Nairobi	A. H. 3	2148	4-1-28
Clerk, Henry George Robin	P. O. Gilgil	Gilgil	V. 9 P.	2149	do
Savage, Patrick Walter	"Emishome", Kibigori	Kibigori	L. P. 4	2150	5-1-28
Fourie, T. H. G.	P. O. Eldoret	Eldoret	G. 1 4	2151	20-1-28
Percival, John Douglas	"Swarika Farm", Nyeri	Nyeri	K. P. 7	2152	8-2-28
Dawson, Horace Curry	"Kytit Farm" Sotik	Sotik	S. K. 1	2153	25-1-28
Wilson, Florence Kerr	"Runnymede" Nanyuki	North Nyeri	K. W. 7	2154	do
Kleynhans, J. A. A.	P. O. Eldoret	Eldoret	G. 5 K	2155	6-2-28
Kirk, F. C. de L.	"Kipsain" Kitale	Kitale	G. K 3	2156	do
Hill, Basil Hubert	"Kapkarwa" P. O. Hoeys Bdge.	Hoeys Bridge	G. H 8	2157	30-1-28
Hennegrave, Ayward	"Blerancourt Farm" Kipkarren	Nandi	G. K 4	2158	31-1-28
Dudgeon, Arthur F.	"Gogar" Rongai	Nakuru	V. 6 Z.	2159	do
Ker, Kenneth M.	"Kipkabus Farm" Kipkabus	Kipkabus	G. K 5	2160	do
Gascoigne, Major L.	Nanyuki	Nanyuki	+ G. 1	2161	2-2-28
Vosper, Norman (Major)	do	do	K. 2 V.	2162	do
Sprenger and Klingler	"Merrowdown Estate" Soy	Soy	G. 6 P	2163	6-2-28
Hartley, Robert	P. O. Kitale	Mount Elgon	G. 7 P	2164	7-2-28
Fata Din	River Road, Nairobi	Nairobi	A. 5 F.	2165	8-2-28
Foster, Harold William	"Kipton" P. O. Hoeys Bridge	Hoeys Bridge	G. 4 F	2166	14-2-28
Walker, A. Holford	"Killian" Nanyuki	Nanyuki	E. 1 Z.	2167	16-2-28
Jones and Southey	P. O. Kitale	Kitale	G. S 4	2168	do
Moir, James Taylor Smart	Dunnothar Estate" Kyambu	Thika	J. M. 2	2169	do
Charlesworth, Alban Percival	P. O. Makuyu	Fort Hall	J. C. 4	2170	24-2-28
Graham and Rowland	Farm 128B, Kitale	Kitale	G. S 5	2171	25-2-28
Sageri Estate	Eldama Ravine	Ravine	G. 4 E	2172	27-2-28
Kenani Sand Syndicate	Athi River	Machakos	B. 6 K.	2173	do
Bate, Henry Maclean	"Karoa", P. O. Plateau	Uasin Gishu	G. 8 B	2174	28-2-28
Sayer Bros.	Molo	Molo	V. U. 8	2175	do
Bainbridge, Robert John	P. O. Turbo Valley	Uasin Gishu	G. 3 J	2176	29-2-28
Cushny, Alexander	"Nyando Estate" P. O. Lumbwa	Lumbwa	T. 3. N.	2177	do
Fane, Charles George	"Kapcherua" P. O. Timboroa	Ravine	G. F 3	2178	do
Kerby, Albert Maurice	"Ms'dale" Nyeri	Nyeri	K. M. 7	2179	do
Kingdom, Major Jack	"Thegoford" 71, Nairobi	do	K. K. 1	2180	5-3-28
Hamilton, Laing & Co., Ltd.	P. O. Box 71, Nairobi	Nairobi	A. 2 L.	2181	6-3-28
Mayers, Aubrey Frank	P. O. Kibigori	Kapsabit	L. M. 2	2182	8-3-28
MacDougall, James	P. O. Nyeri	Nyeri	K. M. 6	2183	do
Gledhill, Henry	P. O. Plateau	Uasin Gishu	G. 2 C	2184	12-3-28
Peak, William James	Farm 50. Athi River	Nairobi	A. P. 2	2185	19-3-28
Goldsworthy, Harry	P. O. Nyeri	Nyeri	K. G. 2.	2186	21-3-28
Watkins, Cyril James	Station Farm, Kipkabus	Kipkabus	G. W 7	2187	do
MacDonald, J.	"Soy Sombu" P. O. Soy	Soy	G. 6 D	2188	22-3-28
Cautwell, Desmond	"Deerwood" P. O. Turbo	Uasin Gishu	G. 6. T	2189	26-3-28
Gillett, Richard William	"Holverstons" P. O. Soy	Soy	G. H 9	2190	29-3-28
Wilson, W. S. MacLellan	Septon" Nandi P. O. Songhor	Nandi	P. 2 W.	2191	do
Sedgwick and Murdoch	P. O. Turbo	Turbo	G. 9 B	2192	30-3-28
Ghasi Ram	Gitizuri	Nairobi	A. 5 B	2193	31-3-28

GENERAL NOTICE No. 383.

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 Tuesday, the 5th day of June, 1928, at 10 a.m. or as soon thereafter as cases can be heard.

To ensure appeals from H. M. Supreme Court of Kenya being set down for hearing at these sessions,

memoranda of appeal should be filed with the Registrar, Supreme Court, Nairobi, on or before the 12th day of May, 1928.

Nairobi,

Dated 16th April, 1928.

E. J. O'FARRELL,

for Registrar,

H. M. Court of Appeal for Eastern Africa.

CAUSE LIST.

FOR HEARING ON THE 5TH DAY OF JUNE, 1928 AT MOMBASA.

Appeal No.	Civil or Criminal	Appellant.	Respondent.	Original No. of Case.	Appeal from
7 of 1928	Criminal	Wasonga s/o Oreasi	Rex.	Criminal Case No 136/27	H. M. Supreme Court of Kenya, at Kitale.
21 of 1927	Civil	Khoja Alibhai Kanji	Mahomed Premji	Civil Case No 271/21	H. M. Supreme Court of Kenya, at Mombasa.
26 of 1927	„	G. H. Claassen	Canstaff Flax Co., Ltd.	Civil Case No. 160/26	H. M. Supreme Court of Kenya, at Nairobi.
28 of 1927	„	The Public Trustee	Said bin Salim	Civil Appeal No. 32/27	H. M. Supreme Court of Kenya, at Mombasa.
1 of 1928	„	Kirina Ole Kibiri Masai	Ngera s/o Kibuchuki	Civil Case No. 224/27	H. M. Supreme Court of Kenya, at Nairobi.
2 of 1928	„	Yusuf bin Said Salim	Sayid Salim bin Abdulrehman	Civil Appeal No. 27/27	H. M. Supreme Court of Kenya, at Mombasa.
4 of 1928	„	The Products Corporation, and Willy Muller	Khoja Jaffer Dewji	Civil Case No 119/27	H. M. Supreme Court of Kenya, at Mombasa.
5 of 1928	„	Sebastian Francisco Xavier de Silva	Vincent Xavier Machado	Civil Case No. 1/27	H. M. High Court of Tanganyika at Dar-es-Salaam.

GENERAL NOTICE No. 3.

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

CAUSE LIST.

EMBU, 21ST APRIL, 1928.

Criminal Case No. 50/28. Rex *vs.* Nduraku wa Wanjerogi.

MERU, 23RD APRIL, 1928.

Criminal Case No. 9/28. Rex *vs.* M'Naikuru wa M'Aguare.
 " " " 37/28. Rex *vs.* (1) Kiara wa Matharia;
 (2) Kiera wa Muna.

NYERI, 26TH APRIL, 1928.

Criminal Case No. 23/28. Rex *vs.* Petro Kabiro wa Bugwa.
 Divorce Cause No. 23/28. Wambugu wa Kimaro *vs.* Nyawira wa Muraguri.

FORT HALL, 27TH APRIL, 1928.

Criminal Case No. 18/28. Rex *vs.* Kapute wa Githure.
 " " " 31/28. Rex *vs.* M'Iterekia wa Kamere;
 2. Ite wa Kararo.
 " " " 55/28. Rex *vs.* Gichimu wa Nduati.
 Divorce Cause No. 7/28. Sarah Njeri wa Reuben Josiah *vs.* Reuben Josiah
 Kamau wa Mugo.

NAKURU, 14TH MAY, 1928.

Objections to the Jurors and Assessors list will be heard.

District Registry:—

Civil Case No. 32/26. The Rift Valley Service Garage, Ltd. *vs.* Baket bin Ali.
 " " " 2/27. ELD. 0390405 Omari s/o Kamrial *vs.* Fatuma binti Sukar.
 " " " 9/27. The Nairobi Building and Development Co., Ltd. *vs.* H. D. Thackrah.
 " " " 31/27. Thuo wa Ichangai *vs.* Maina wa Wangari.
 " " " 32/27. Mukuhi d/o Kirata *vs.* Chege wa Mothu.
 " " " 50/27. Unga, Limited *vs.* M. Lazerson.
 " " " 52/27. Herbert Milner *vs.* (1) Charles Evans; (2) Eva Evans.
 " " " 54/27. NKU. 0406955 Njau wa Rimui *vs.* Karanja wa Ngure.
 " " " 58/27. NKU. 2403033 Njuguna wa Waigaru *vs.* Fuithi wa Ratimu.
 " " " 60/27. KBU. 485077 Kinanjui Kangethe *vs.* Debiro wa Kanyuri.
 " " " 61/27. Oloo s/o Odianga *vs.* Omono wa Diege.
 " " " 1/28. LKA. 048502 Karanja wa Githayo *vs.* Mathayo.
 " " " 6/28. The N.B. of India, Ltd. *vs.* Bhagwanji Janadas.
 " " " 7/28. The N.B. of India, Ltd. *vs.* H. C. P. Waters.
 " " " 9/28. Gailey and Roberts *vs.* V. H. Allison.
 " " " 11/28. Kenya Farmers' Association *vs.* J. Russell.
 " " " 12/28. The N.B. of India, Ltd. *vs.* J. Russell.
 " " " 13/28. Gilgil Trading Company *vs.* H. F. Van de Merwe.
 " " " 14/28. S. Jacobs, Ltd., Nakuru *vs.* L. A. Wisdom.
 " " " 15/28. R. Holmes *vs.* R. Desaram.
 " " " 16/28. NKU. 0405770 Karanja Wangai *vs.* Kirogo wa Zuu.
 " " " 17/28. Nyambura d/o Karori *vs.* Ndege wa Kamau.
 " " " 18/28. Karioki wa Nguwa *vs.* Njeroge wa Karie.
 " " " 19/28. KSU. 09495 Mauki Waitogu *vs.* Mutu wa Muchingo.
 " " " 20/28. Kenya Farmers' Association *vs.* M. T. Larson.
 " " " 21/28. M. R. de Souza & Co. *vs.* J. J. Oostuezen.
 " " " 22/28. Munea wa Njuguna *vs.* Kungu wa Mbuthia.
 " " " 23/28. Karioki wa Kinyuri *vs.* Ithari wa Maroki.
 " " " 24/28. Waithori wa Gachau *vs.* Kamau wa Gathi.
 Divorce Cause No. 1/28. Regina Julia Barrance *vs.* Percival John Barrance.
 " " " 2/28. Margaret Jacoba Stewart *vs.* Albert Stewart.

CAUSE LIST.—(Contd.).

ELDORET, 21ST MAY, 1928.

Objections to the Jurors and Assessors list will be heard.

Criminal Case No. 43/28. Rex *vs.* Chepsego arap Cheboi.
 „ „ „ 46/28. Rex *vs.* Kipkutol arap Cheseram.
 „ „ „ 54/28. Rex *vs.* Mungolo s/o Wasara.

District Registry:—

Civil Case No. 17/27. MK. 182333 Mukimneyi s/o Chabakaka *vs.* Abombo s/o Obuke.
 „ „ „ 36/27. NDI. 372240 Kibilbit arap Kessio *vs.* Kamari, Mgishu.
 „ „ „ 41/27. TN. 2965691 Namunyu s/o Nabuani *vs.* Koweri, Babulu.
 „ „ „ 45/27. Din Mohamed and Ramatalli Khan *vs.* Mansa Ram Thaker.
 „ „ „ 56/27. Charles William Hurst *vs.* C. H. Birdsey.
 „ „ „ 3/28. H. E. R. Croxford *vs.* L. L. Dawson.
 „ „ „ 4/28. Ismail s/o Gulam Mohamed *vs.* Harilal Sunderji Lakhani.
 „ „ „ 6/28. T. P. Steenkamp *vs.* M. J. de Beer.
 „ „ „ 7/28. NDI. 370921 Kibrotuk arap Leting *vs.* Kipsongoin arap Chemorr.
 „ „ „ 8/28. Islam Din s/o Kadir *vs.* L. Basso.
 „ „ „ 9/28. Islam Din s/o Kadir *vs.* L. Basso.
 „ „ „ 14/28. Munshi Miran Bux *vs.* Mohamed Umar Hyat.
 „ „ „ 15/28. The Kitale Stores, Ltd. *vs.* Fred Davies.
 „ „ „ 16/28. William Segar Bastard *vs.* Olof Abram Servaas Vorster.
 „ „ „ 25/28. Plateau Maize Growers, Ltd., (in liquidation), *vs.* A. P. Heine.
 „ „ „ 27/28. Plateau Maize Growers, Ltd., (in liquidation), *vs.* O. A. S. Vorster.
 „ „ „ 29/28. NK. 128143 Shiamolo s/o Lucha *vs.* Atieka s/o Natemaian.
 „ „ „ 30/28. Margaret K. Driscoll *vs.* R. E. Tugman.
 „ „ „ 31/28. UGU. 2380700 Waiswa s/o Tebo *vs.* Mwanika s/o Mwereza.
 „ „ „ 32/28. MK. 150054 Serika s/o Matiaian *vs.* Meheso s/o Inzoi.
 „ „ „ 33/28. Wadhawa s/o Bagga *vs.* Bhagat Ram.

Nairobi,
 19th April, 1928.

E. J. O'FARRELL,
Acting Registrar,
H. M. Supreme Court of Kenya.

GENERAL NOTICE No. 384.

THE BANKRUPTCY ORDINANCE, 1925.

FIRST MEETING, PUBLIC EXAMINATION AND ADJUDICATION.

Debtor's name.—Cecil Charles Henry Garvis Grooce.*Address.*—Nairobi.*Description.*—Contractor.*Court.*—Supreme Court, Nairobi.*Number.*—6 of 1928.*Date of first meeting.*—10th May, 1928.*Hour.*—2-15 p.m.*Place.*—Official Receiver's Office, Old Secretariat Building, Nairobi.*Date of public examination.*—11th May, 1928.*Hour.*—10 a.m.*Place.*—Law Courts, Nairobi.*Date of order (if any) for summary administration.*—19th April, 1928.*Date of adjudication.*—19th April, 1928.

Nairobi,

17th April, 1928.

W. M. KEATINGE,
Official Receiver.

GENERAL NOTICE No. 385.

THE BANKRUPTCY ORDINANCE, 1925.

ORDER RESCINDING RECEIVING ORDER.

Debtor's Name.—Tom Claude Mackenzie Bellairs.*Address.*—Nanyuki.*Description.*—Motor garage.*Court.*—Supreme Court, Nairobi.*Number.*—3 of 1928.*Date of Rescission.*—11th April, 1928.*Grounds of Rescission.*—Payments of all his debts made to creditors.

Nairobi,

16th April, 1928.

J. B. WITHERICK,
for Official Receiver.

GENERAL NOTICE No. 386.

THE BANKRUPTCY ORDINANCE, 1925.

ADJUDICATION.

Debtor's Name.—S. H. Kruger.*Address.*—Nakuru.*Description.*—Contractor.*Court.*—Supreme Court, Nairobi.*Number.*—8 of 1928.*Date of Order.*—13th April, 1928.*Date of Petition.*—13th March, 1928.

Nairobi,

16th April, 1928.

J. B. WITHERICK,
for Official Receiver.

GENERAL NOTICE No. 387.

THE BANKRUPTCY ORDINANCE, 1925.

ADJUDICATION.

Debtor's Name.—Vincent John Bell.*Address.*—Nairobi.*Description.*—Driver.*Court.*—Supreme Court, Nairobi.*Number.*—9 of 1928.*Date of Order.*—13th April, 1928.*Date of Petition.*—17th March, 1928.

Nairobi,

16th April, 1928.

J. B. WITHERICK,
for Official Receiver.

GENERAL NOTICE No. 388.

THE BANKRUPTCY ORDINANCE, 1925.

RECEIVING ORDER, FIRST MEETING AND PUBLIC EXAMINATION.

Debtor's name.—Jozua Visagie.*Address.*—Nairobi.*Description.*—Lorry Driver.*Date of filing petition.*—4th April, 1928.*Number of matter.*—13 of 1928.*Date of order.*—5th April, 1928.*Whether debtor's or creditors' petition.*—Debtor's.
Act or acts of bankruptcy.—Inability to pay his debts.*Court.*—Supreme Court, Nairobi.*Date, place and time of first meeting.*—9th May, 1928, at 2-15 p.m., Official Receiver's Office, Old Secretariat Building, Nairobi.*Date, place and time of public examination.*—11th May, 1928, at 10 a.m., Law Courts, Nairobi.*Date of order (if any) for summary administration.*—20th April, 1928.

Nairobi,

20th April, 1928.

W. M. KEATINGE,
Official Receiver.

GENERAL NOTICE No. 389.

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

CAUSE No. 12 OF 1928.

IN THE MATTER OF THE ESTATE OF ALI BIN MOHAMED
BIN SAID BAMKELE, OF MOMBASA, DECEASED.

NOTICE is hereby given that on the 7th day of May, 1928, I purpose to appoint El-Amin bin Ali, El-Mazrui to be the wasi of the estate of the late Ali bin Mohamed bin Said Bamkele, of Mombasa.

If any person objects to the proposed appointment he must give me notice of his objection before the expiration of this notice.

Mombasa,

18th April, 1928.

G. H. PICKERING,
Judge,
H. M. Supreme Court.

GENERAL NOTICE No. 390

PROBATE AND ADMINISTRATION.

PUBLIC TRUSTEE'S CAUSE No. 35 OF 1928.

IN THE MATTER OF KANJI ANAND, DECEASED.

To all whom it may concern.

TAKE NOTICE that all persons having any claims against the estate of the above-named Kanji Anand, who died at Nairobi on the 9th day of March, 1928, are required to prove such claims before me the undersigned on or before the 2nd day of July, 1928, after which date the claims so proved will be paid and the estate distributed according to law.

Nairobi,

20th April, 1928.

J. B. WITHERICK,
for Public Trustee.

GENERAL NOTICE No. 391.

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

PROBATE AND ADMINISTRATION.

CAUSE No. 44 of 1928.

NOTICE OF APPLICATION FOR ADMINISTRATION OF ESTATE
OF JOHN OWEN WEBLEY HOPE, LATE OF CALEDONIAN
CLUB, LONDON, ENGLAND, DECEASED.

TAKE NOTICE that application having been made
in this Court by Arthur Alexander Legat, of Nairobi,
for the administration of the estate of John Owen
Webley Hope, late of Caledonian Club, London,
England, who died at King George's Sanatorium,
Bramshott, in the County of Hants in England on the
15th day of September, 1927, 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 8th day of May, 1928.

Nairobi,
16th April, 1928.

J. W. BARTH,
Chief Justice.

GENERAL NOTICE No. 392.

PROBATE AND ADMINISTRATION.

PUBLIC TRUSTEE'S CAUSE No. 46 of 1928.

IN THE MATTER OF WALTER HUMPHREY PERCIVAL
PARKER, DECEASED.

To all whom it may concern.

TAKE NOTICE that on or after the 15th day of
May, 1928, I intend to apply to the Supreme Court of
Kenya at Nairobi, for an order to administer the estate
of the above-named Walter Humphrey Percival Parker,
who died at Mombasa on the 16th day of March, 1928.

Nairobi,
21st April, 1928.

J. B. WITHERICK,
for Public Trustee.

GENERAL NOTICE No. 393.

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

PROBATE AND ADMINISTRATION.

CAUSE No. 47 of 1928.

NOTICE OF APPLICATION FOR PROBATE OF THE WILL OF
MAIA CARBERRY, LATE OF SEREMAI, NYERI, DECEASED.

TAKE NOTICE that application having been made
in this Court by Claude Anderson, of Nairobi, for
probate of the will of Maia Carberry, late of Seremai,
Nyeri, who died at Nairobi on the 12th day of March,
1928, 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 8th day
of May, 1928.

Nairobi,
16th April, 1928.

J. W. BARTH,
Chief Justice.

NOTE:—The will above named in now deposited and
open to inspection at the Court.

GENERAL NOTICE No. 394.

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

PROBATE AND ADMINISTRATION.

CAUSE No. 48 of 1928.

NOTICE OF APPLICATION FOR PROBATE OF THE WILL OF
WILLIAM HAZLERIGG ALLEN TURNER, LATE OF
KAMPALA, UGANDA, DECEASED.

TAKE NOTICE that application having been made
in this Court by Edith Annie Turner, of Nairobi, for
probate of the will of William Hazlerigg Allen Turner,
late of Kampala, Uganda, who died at Kampala,
Uganda, on the 26th day of November, 1927, 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 8th day of May, 1928.

Nairobi,
16th April, 1928.

J. W. BARTH,
Chief Justice.

NOTE:—The will above named in now deposited and
open to inspection at the Court.

GENERAL NOTICE No. 395.

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

PROBATE AND ADMINISTRATION.

CAUSE No. 50 of 1928.

NOTICE OF APPLICATION FOR ADMINISTRATION OF ESTATE
OF VALLABHDASS DEVJI, LATE OF NAIROBI, DECEASED.

TAKE NOTICE that application having been made
in this Court by Ramji Devji, of Nairobi, Kenya Colony,
for the administration of the estate of Vallabhdass
Devji, late of Nairobi, who died at Nairobi on the 25th
day of February, 1928, this Court will proceed to make
a decree in the same unless cause be shown to the con-
trary and appearance in this respect entered on or
before the 8th day of May, 1928.

Nairobi,
20th April, 1928.

J. W. BARTH,
Chief Justice.

GENERAL NOTICE No. 396.

THE REGISTRATION OF TRADE MARKS
ORDINANCE.

APPLICATION No. 12/28.



To all whom it may concern.

TAKE NOTICE that an application for the regis-
tration of the Trade Mark shown above in Class 22 of
Part III of the Schedule to the above-mentioned
Ordinance, in respect of motor cars, has been lodged by
Hupp Motor Car Corporation, of 3641, East Milwaukee
Avenue, in the City of Detroit, State of Michigan,
United States of America; Manufacturers, whose
address for service in the Colony is Messrs. Atkinson,
Wright and Bown, Advocates, Mombasa.

Registration of this Trade Mark shall give no right
to the exclusive use of the letter "H."

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

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

Nairobi,
16th April, 1928.

W. M. KEATINGE,
Registrar of Trade Marks.

GENERAL NOTICE NO. 397.

RETURN OF LICENCES ISSUED AT NAIROBI UNDER THE TRADERS LICENSING
ORDINANCE (No. 25 OF 1919).*For the half-year ended 31st December, 1927.*

LICENSEE.	Nature of Licence.	Licence Fee. Shillings	Date of Issue.
Amarnarth and Karam Singh	Trading	15	1-7-27
Somabai A. Patel	Hawker's	10	1-7-27
Ladha Meghji	Trading	150	4-7-27
Kirpal Singh Ramashra	Hawker's	10	4-7-27
Valeri Awale s/o Msungu	"	10	4-7-27
Bawchand Vallabji	Trading	15	4-7-27
Isherdas Ghulabrai	"	15	5-7-27
Shivshankar Laxmidas & Co.	"	15	5-7-27
Pioneer Printing Press	"	15	5-7-27
Vanaravan Madhavji	"	15	6-7-27
Hassanalli Bros.	"	150	7-7-27
Husein & Co.	"	150	7-7-27
Lakha Jivraj	"	150	7-7-27
Mohamed Puni	Hawker's	20	9-7-27
B. Choitram	"	10	11-7-27
Velji Premchand	Trading	150	12-7-27
Punjabhai D. Patel	"	150	12-7-27
Gordhandas Nanji	"	15	14-7-27
Ramji Ranmal	Hawker's	10	16-7-27
Shethi & Co.	Trading	150	18-7-27
Purshotham Pragji	"	15	18-7-27
Purshotham Pragji	"	15	18-7-27
Padamshi Anand	"	15	19-7-27
Buta Mahi	"	30	19-7-27
Ghulam Mohamed Kedir Bux	"	30	20-7-27
Umedbhai N. Patel & Sons	"	300	21-7-27
Mrs. Macdonald	"	5	21-7-27
Sousa, Junior & Dias	"	300	21-7-27
Mohamed Husein	"	30	22-7-27
Premji Kanji	"	15	22-7-27
Ramji Shamji	"	30	22-7-27
Virpal Khetshi	"	15	23-7-27
Mohamed Divan s/o Shah Mohamed	"	30	23-7-27
Noor Mohamed	Hawker's	10	23-7-27
Kanji Jadavji	Trading	30	23-7-27
Mangoo Toli	"	30	23-7-27
Falihdin Kavamdin	"	30	23-7-27
Mohamed Jivan & Sons	"	30	23-7-27
Lal Singh and Sowan Singh	"	30	23-7-27
Shah Wardhaman Khimchand	Hawker's	10	25-7-27
L. Basso	Trading	150	27-7-27
Somabhai A. Patel	Hawker's	10	2-8-27
Mbhok s/o Chuadu	"	10	2-8-27
Bodhraj Kirpa Rem	Trading	135	4-8-27
Mdaki s/o Sakalia	Hawker's	10	4-8-27
Kasanalli Rehemtulla	Trading	15	6-8-27
Devshi Bharmel	"	15	8-8-27
Jethalal and Dhanraj	"	15	8-8-27
Pilamber Jivraj	"	15	8-8-27
Askarik Sahikangoriro, NBI. 0463380	Hawker's	10	9-8-27
Valeri Awala Meungu	"	10	10-8-27
Onditi s/o Ogamji, KSU. 25216	"	10	11-8-27
Gopal Motiram & Co.	Trading	15	12-8-27
Shahibu bin Amari	"	15	13-8-27
B. Choitram	Hawker's	10	18-8-27
Yosia Saboa s/o Bartolmayo Kianga	"	10	21-8-27
Goti s/o Nadima	"	10	24-8-27
Osika s/o Musirimba	"	10	24-8-27
K. S. Mudliar	"	10	31-8-27
Ramji Ranmal	"	10	1-9-27
Devshi Bharmal & Co.	Trading	15	1-9-27
Vardhman Khimchand	Hawker's	10	2-9-27
Somabhai A. Patle	"	10	2-9-27
Mdaki s/o Sakalia	"	10	5-9-27
Raichand Virpal	"	15	8-9-27
The Nyanza Timber Co.	Trading	15	9-9-27

RETURN OF LICENCES ISSUED AT NAIROBI—(Contd.).

LICENSEE.	Nature of Licence.	Licence Fee. Shillings	Date of Issue.
R. Blayden Taylor	Trading	5	10- 9-27
Virpal Daya	"	15	12- 9-27
Salim bin Saleh	"	15	16- 9-27
B. Choitram	Hawker's	10	22- 9-27
Hirji Tejshi & Co.	Trading	13	23- 9-27
J. J. D'Souza & Goes	"	15	28- 9-27
Amarshi Bhimji	"	15	30- 9-27
Abdul Ali	Hawker's	10	1-10-27
K. S. Mudliar	"	10	1-10-27
Abdul Rehman	"	10	1-10-27
Charles C. D'Souza	Trading	15	3-10-27
S. A. N. Chetty	Hawker's	10	3-10-27
Somabhai A Patel	"	10	4-10-27
Ladha Nathu	Trading	15	4-10-27
Valeri Awala s/o Msungu	Hawker's	10	5-10-27
Wardhaman Kimchand	"	10	7-10-27
Jalal Din & Sons	Trading	15	13-10-27
Hasan Juma	"	15	13-10-27
Shah Vaja Hira	"	15	20-10-27
Raichand Jethalal	"	15	24-10-27
Jublin Kurmeru & Co.	Hawker's	10	27-10-27
Ali Adam	"	10	27-10-27
Han Hang Sing	"	10	29-10-27
Ramji Ranmal	"	10	1-11-27
K. S. Mudliar	"	10	2-11-27
Noor Ahmed	"	10	2-11-27
Patel, Somabhai A.	Trading	15	5-11-27
S. A. N. Seth	Hawker's	10	9-11-27
H. Chadeyron	Trading	300	10-11-27
J. S. D'Souza	"	15	14-11-27
Mabs Vandinn	"	30	14-11-27
Shariff Athman	Hawker's	10	15-11-27
Mohamedali s/o Mohamed Sayed	"	10	17-11-27
Africana, Ltd.	Trading	150	21-11-27
Meghji Samat	"	15	25-11-27
Ramji Ranmal	Hawker's	10	2-12-27
Ndulele Timber Co.	Trading	15	5-12-27
Wardhaman Khimchand	Hawker's	10	12-12-27
Kie Chong	"	10	15-12-27
Ha Ha Singh	"	10	15-12-27
Gurdial Singh	"	10	17-12-27
Mohamedali Mohamed Sayed	"	10	19-12-27
Pir Mohamed Karim Bux	"	10	24-12-27

RETURN OF LICENCES ISSUED AT ELDORET UNDER THE TRADERS LICENSING ORDINANCE (No. 25 OF 1919).

For the Quarter ended 31st March, 1928.

LICENSEE.	Nature of Licence.	Licence Fee. Shillings	Date of Issue.
Dalgety & Co., Ltd.	Trading	300	3-1-28
Oriental Stores	"	300	3-1-28
The Kaptagat Trading Co.	"	300	3-1-28
Soy Estate	"	300	3-1-28
Bhalla Bros.	"	300	3-1-28
Juma Hajee	"	300	3-1-28
Hassanali & Co.	"	300	3-1-28
Turbo Central	"	300	3-1-28
Esmail Lalji	"	300	4-1-28
T. J. O'Shea & Co., Ltd.	"	300	4-1-28
Gailey & Roberts	"	300	5-1-28
S. Jacobs, Ltd.	"	300	5-1-28
G. North & Sons, Ltd.	"	300	6-1-28
Sosiani Workshops	"	300	7-1-28
Mohanlal Sunderji & Co.	"	300	7-1-28
H. S. Lakhani	"	300	7-1-28
Allibhai Noormohamed	"	300	7-1-28
Mohamed Bux & Sons	"	300	9-1-28
Hassan Lalji	"	300	10-1-28

RETURN OF LICENCES ISSUED AT ELDORET—(Contd.).

LICENSEE.	Nature of Licence.	Licence Fee. Shillings	Date of Issue.
Whiteaway, Laidlaw & Co., Ltd. ...	Trading ...	300 ...	12-1-28
Maxwell, Brady & Co. ...	" ...	300 ...	14-1-28
J. H. Etheridge & Sons ...	" ...	300 ...	16-1-28
Gordhandas Sunderji ...	" ...	300 ...	17-1-28
Eadies, Ltd. ...	" ...	300 ...	18-1-28
J. H. Cox & Co. ...	" ...	300 ...	19-1-28
The Hoey's Bridge Store, Ltd. ...	" ...	300 ...	23-1-28
Kodak (E.A.), Ltd. ...	" ...	300 ...	25-1-28
Pioneer Garage and Auctioneers, Ltd. ...	" ...	300 ...	25-1-28
Sheriff & Co. ...	" ...	300 ...	26-1-28
Gokaldas Vitaldas ...	" ...	300 ...	30-1-28
Maniklal Laxmechand ...	" ...	300 ...	30-1-28
Dharshi Madhavji ...	" ...	300 ...	30-1-28
Dharshi Madhavji & Bros. ...	" ...	300 ...	30-1-28
Shah Mohanlal & Bros. ...	" ...	300 ...	30-1-28
Wm. Douglas ...	" ...	300 ...	31-1-28
Bambord & Co. ...	" ...	300 ...	31-1-28
A. H. Wardle & Co., Ltd. ...	" ...	300 ...	31-1-28
Building and Trading Co. ...	" ...	300 ...	31-1-28
Virpa Pethrag & Co. ...	" ...	300 ...	2-2-28
M. Rosenbloom ...	" ...	300 ...	4-2-28
Mrs. E. Simons ...	" ...	300 ...	4-2-28
Eldoret Bakery ...	" ...	300 ...	6-2-28
Kenya Farmers' Association, Ltd. ...	" ...	300 ...	7-2-28
Hasanali Abdulhusen ...	" ...	300 ...	7-2-28
Devshanker Ambaram ...	" ...	300 ...	14-2-28
Murarji Moolji ...	" ...	300 ...	16-1-28
Joanes Bros. ...	" ...	300 ...	20-2-28
Carr, Lawson & Co. ...	" ...	300 ...	22-1-28
Alli Kassam & Sons ...	" ...	300 ...	28-2-28
H. Rogers ...	" ...	300 ...	29-2-28
Fischer & Co. ...	" ...	300 ...	2-3-28
Halls Garage ...	" ...	300 ...	17-3-28
R. K. Bhayani ...	" ...	300 ...	31-3-28
A. H. Yadhav & Co. ...	" ...	30 ...	3-1-28
Mohamed Ajib ...	" ...	30 ...	3-1-28
Turbo Central ...	" ...	30 ...	3-1-28
The Central Lounge ...	" ...	30 ...	5-1-28
Bur Singh ...	" ...	30 ...	5-1-28
Kantharier Khimji & Co. ...	" ...	30 ...	5-1-28
Doulat Ram ...	" ...	30 ...	7-1-28
Pinto & Sons ...	" ...	30 ...	9-1-28
Kirporam & Son ...	" ...	30 ...	10-1-28
Dourado & Co. ...	" ...	30 ...	10-1-28
The Eldoret Hotel, Ltd. ...	" ...	30 ...	11-1-28
Prem Singh Mahn Singh ...	" ...	30 ...	12-1-28
Mohamed Abdi ...	" ...	30 ...	16-1-28
Pioneer Hotel ...	" ...	30 ...	21-1-28
Odhavji Nathu ...	" ...	30 ...	25-1-28
Jivan Dulabh ...	" ...	30 ...	26-1-28
Jivan Dulabh, (Turbo) ...	" ...	30 ...	26-1-28
A. Rifkin ...	" ...	30 ...	27-1-28
D. R. A. Fernandes ...	" ...	30 ...	27-1-28
Manji Kechra ...	" ...	30 ...	30-1-28
Kanji Karsan ...	" ...	30 ...	30-1-28
Kara Dhana ...	" ...	30 ...	30-1-28
Gokaldas Vithaldas ...	" ...	30 ...	30-1-28
Dharshi Madhavji ...	" ...	30 ...	30-1-28
Shah Mohanlal & Bros. ...	" ...	30 ...	30-1-28
Shah Mohanlal & Bros. ...	" ...	30 ...	30-1-28
Ghelabhai Bhikabhai ...	" ...	30 ...	1-2-28
H. S. Lakhani ...	" ...	30 ...	1-2-28
C. Tribhovandas ...	" ...	30 ...	1-2-28
Sohan Lal Kora ...	" ...	30 ...	2-2-28
Shah & Co. ...	" ...	30 ...	3-2-28
Eldoret Store ...	" ...	30 ...	3-2-28
Mohanlal Odverji ...	" ...	30 ...	3-2-28
Ibrihim Musa ...	" ...	30 ...	6-2-28
Bhogo Duda ...	" ...	30 ...	7-2-28
Mohamed Ali Tayibali & Co. ...	" ...	30 ...	7-2-28

RETURN OF LICENCES ISSUED AT ELDORET—(Contd.).

LICENSEE.	Nature of Licence.	Licence Fee. Shillings	Date of Issue.
Miss Murray	Trading	30	8-2-28
A. Fotelli	"	30	10-2-28
Colonial Mart	"	30	20-2-28
M. X. Fernandes	"	30	21-2-28
O. H. Sharp	"	30	21-2-28
I. C. Pacheco	"	30	21-2-28
S. Rodrigues	"	30	23-2-28
I. L. Nurani	"	30	24-2-28
D. J. D'Costa	"	30	25-2-28
L. S. D'Souza	"	30	29-2-28
J. Barretto	"	30	29-2-28
Dulab Ranchood	"	30	1-3-28
Mohamed Ghani	"	30	2-3-28
Mohamed Ghani	"	30	3-3-28
Bulaka Singh	"	30	10-3-28
B. I. Squibb	"	30	15-3-28
A. Vitaldass & Co.	"	30	16-3-28
Narwar Singh	"	30	21-3-28
Korji Walabh	"	30	26-3-28
Pragji Mukhan	"	30	27-3-28
Yusuff Hersi	"	30	31-3-28
Yokama Moga	"	10	3-1-28
Labain Kajulo	"	10	3-1-28
Chepkwang Chuma	"	10	3-1-28
Sabakaki Bisigia	"	10	3-1-28
Tangira Musomu	"	10	4-1-28
J. N. A. Fernandes	"	10	4-1-28
Joshu Kogi Kiberu	"	10	5-1-28
Abdi Warumbi	"	10	6-1-28
Isa Abdi	"	10	6-1-28
Wakaba Nderi	"	10	7-1-28
Stephano Aridike	"	10	9-1-28
A. Smith	"	10	9-1-28
Musa Said	"	10	10-1-28
Musa Said	"	10	10-1-28
Musa Said	"	10	10-1-28
Amiri Musa	"	10	10-1-28
Kipsambu Ngricher	"	10	11-1-28
Karamiat Estate	"	10	11-1-28
J. P. Klynsmith	"	10	11-1-28
Mohamed Ibrihim	"	10	11-1-28
Mohamed Ali	"	10	11-1-28
Lasaloi ole Lasai	"	10	12-1-28
Sowe a Bokoyer	"	10	13-1-28
Kipkarren Estate	"	10	16-1-28
Lipesa Magingola	"	10	19-1-28
Mbaso Shyuobo	"	10	23-1-28
W. H. Nicholson	"	10	27-1-28
C. W. Hurst	"	10	1-2-28
Lt.-Col. Strain	"	10	1-2-28
Chuma a Siongoti	"	10	3-2-28
J. W. Newton	"	10	3-2-28
J. D. C. Harvey	"	10	3-2-28
Fakir Chand	"	10	4-2-28
M. V. Patel	"	10	6-2-28
Putuyu Estate	"	10	6-2-28
Elliott & Co.	"	10	6-2-28
H. J. E. Wilson	"	10	6-2-28
M. Mohamed Jama	"	10	7-2-28
S. Fernandes	"	10	14-2-28
D. Sparrow	"	10	14-2-28
Amiri	"	10	18-2-28
Nziu Kiban	"	10	20-2-28
Shama Bajera	"	10	21-2-28
Sali Ramathan	"	10	23-2-28
Morton & Morton	"	10	27-2-28
Pheru Ram Jhanda Ram	"	10	29-2-28

RETURN OF LICENCES ISSUED AT ELDORET—(Contd.).

LICENSEE.	Nature of Licence.	Shillings Licence Fee.	Date of Issue.
Hoey's Bridge Store	Trading ...	10 ...	2-3-28
R. S. Dawson	" ...	10 ...	16-3-28
Mussa Zilimu	" ...	10 ...	30-3-28
Hassan Kuku	" ...	10 ...	30-3-28
Kime a Kurot	Hawker's ...	10 ...	3-1-28
Wamisi Mugo	" ...	10 ...	3-1-28
Hasani bin Asmani	" ...	10 ...	4-1-28
Kisaku Msamuru	" ...	10 ...	4-1-28
Abdulla	" ...	10 ...	6-1-28
Allionyango	" ...	10 ...	6-1-28
Jaguna Elampi	" ...	10 ...	7-1-28
Johanis Rudu	" ...	10 ...	7-1-28
Kamal Githi	" ...	10 ...	7-1-28
Karara Curia	" ...	10 ...	9-1-28
P. L. von Maltitz	" ...	10 ...	23-1-28
Ernesti Kafu Yosamu	" ...	10 ...	27-1-28
A. Choitram	" ...	10 ...	30-1-28
Rewachand Hassaram	" ...	10 ...	1-2-28
Kime a Kurot	" ...	10 ...	3-2-28
Wamisi Mugo	" ...	10 ...	3-2-28
Hasani bin Asmani	" ...	10 ...	4-2-28
Kisaku Msamuru	" ...	10 ...	4-2-28
Mohamed Ghani	" ...	10 ...	4-2-28
Asmani Karia	" ...	10 ...	4-2-28
Jaguna Elampi	" ...	10 ...	7-2-28
Kamal Githi	" ...	10 ...	7-2-28
Johanis Rudu	" ...	10 ...	7-2-28
Juma Mohamed	" ...	10 ...	9-2-28
Karara Curia	" ...	10 ...	14-2-28
Omolo Agola	" ...	10 ...	16-2-28
Gianchand Kodomal	" ...	10 ...	17-2-28
Mrs. E. Marshall, (Thora)	" ...	10 ...	20-2-28
Devshanker Ambaram	" ...	10 ...	22-2-28
Mohamed Musa	" ...	10 ...	22-2-28
P. L. von Maltitz	" ...	10 ...	23-2-28
Alexander Matthew	" ...	10 ...	1-3-28
Mrs. M. Davis	" ...	10 ...	1-3-28
Harnam Pohumal	" ...	10 ...	2-3-28
Wamisi Mugo	" ...	10 ...	3-3-28
Mrs. M. Gaitskill	" ...	10 ...	5-3-28
Hawali Ram	" ...	10 ...	6-3-28
Jaguna Elampi	" ...	10 ...	7-3-28
Johanis Rudu	" ...	10 ...	8-3-28
Kisaku Msamuru	" ...	10 ...	14-2-28
Omolo Agola	" ...	10 ...	16-3-28
Mohamed Jama	" ...	10 ...	17-3-28
Ernesti Kafu Yosamu	" ...	10 ...	19-3-28
Rewachand Hassaram	" ...	10 ...	19-3-28
Murage Wahome	" ...	20 ...	22-3-28
Asmani Karia	" ...	10 ...	28-3-28
Hari Shanker Ambaram	" ...	10 ...	28-3-28

RETURN OF LICENCES ISSUED AT KISII UNDER THE TRADERS LICENSING
ORDINANCE (No. 25 OF 1919).

For the Quarter ended 31st March, 1928.

LICENSEE.	Nature of Licence.	Licence Fee. Shillings	Date of Issue.
Gulamhussen Mawji, Rungwe	Trading ...	30 ...	12-1-28
Mohamed Premji, Rungwe	" ...	30 ...	12-1-28
Mohamed Premji, Kamagambo	" ...	30 ...	12-1-28
Mrs. T. J. Mascarenhas, Riana	" ...	30 ...	14-1-28
Sherif Yusuf, Kisii	" ...	30 ...	16-1-28
Sherif Yusuf, Kendu	" ...	30 ...	16-1-28
Nyakalam Yusuf, Nyabassi	" ...	30 ...	16-1-28
Ebrahim Hussein, Marinde	" ...	30 ...	17-1-28

RETURN OF LICENCES ISSUED AT KISII—(Contd.).

LICENSEE.	Nature of Licence.	Licence Fee. Shillings	Date of Issue.
Nassor bin Bakhit, Kendu ...	Trading	30	23-1-28
Mohd. Bux Mohd. Khan, Nyakoi ...	"	30	1-2-28
Ebrahim Kassam, Kisii ...	"	30	2-2-28
Saburali Chatur, Sakwa ...	"	30	4-2-28
Abdu Nashir, Kisii ...	"	30	8-2-28
Habib Vira, Oyugi ...	"	30	9-2-28
Habib Vira, Kisii ...	"	30	9-2-28
Ahamed bin Saleh, Kendu ...	"	30	20-2-28
Saifur Rahman, Kamagambo ...	"	30	29-2-28
Major H. F. Lathbury, Suna ...	"	30	3-3-28
Shivram Dass, Suna ...	"	30	8-3-28
Shivram Dass, Suna ...	"	30	8-3-28
Satu Sangji, Kisii ...	"	30	10-3-28
Tumbo Stores, Sakwa ...	"	30	12-3-28
Kassam Velji, Mirogi ...	"	30	14-3-28
Kassam Velji, Mirogi ...	"	30	14-3-28
A. T. Laxmandass, Kisii ...	"	30	15-3-28
A. T. Laxmandass, Kendu ...	"	30	15-3-28
Mastan Singh, Riana ...	"	30	15-3-28
Alibhai Amarsi, Kisii ...	"	30	20-3-28
Amersingh Parma, Sakwa ...	"	30	20-3-28
Sher Singh, Sakwa ...	"	30	20-3-28
Mulji Lowji, Kisii ...	"	30	22-3-28
Jamal Alibhai, Karungu ...	"	30	24-3-28
Mithu Habib, Karungu ...	"	30	24-3-28
Nurmohamed Premji, Kamagambo ...	"	30	24-3-28
T. Pinto, Riana ...	"	30	24-3-28
Chatur Virjee, Kisii ...	"	30	26-3-28
Ali Kassam, Kendu ...	"	30	26-3-28
Ramji Jivraj, Kisii ...	"	30	27-3-28
Ramji Jivraj, Riana ...	"	30	27-3-28
Kisii Stores, Oyugi's ...	"	30	27-3-28
Kisii Stores, Kamagambo ...	"	30	27-3-28
Kisii Stores, Kisii ...	"	30	27-3-28
Kisii Stores, Kisii ...	"	30	27-3-28
Kisii Stores, Kisii ...	"	30	27-3-28
Kisii Stores, Kisii ...	"	30	27-3-28
Kisii Stores, Kisii ...	"	30	27-3-28
Ladha Samjee, Rungwe ...	"	30	27-3-28
Mohamed Khanji, Rungwe ...	"	30	27-3-28
Mohamed Khanji, Kamagambo ...	"	30	27-3-28
Mohamed Khanji, Homa Bay ...	"	30	27-3-28
Kassam Velji Bhimani, Rungwe ...	"	30	27-3-28
Imamdin Mohamed, Kendu ...	"	30	27-3-28
Imamdin Mohamed, Oyugi ...	"	30	27-3-28
Imamdin Mohamed, N. Mugirango ...	"	30	27-3-28
Karmali Bhimji, Oyugi ...	"	30	28-2-28
Karmali Bhimji, Kabondo ...	"	30	28-2-28
Habib Kassam, Kendu ...	"	30	28-2-28
Kassam Rajan, Marinde ...	"	30	29-3-28
Ali Kassam, Marinde ...	"	30	29-3-28
Habib Kassam, Homa Bay ...	"	30	29-3-28
Merali Mohamed, Homa Bay ...	"	30	29-3-28
Homa Stores, Homa Bay ...	"	30	29-3-28
Faizali Shah, Kamagambo ...	"	30	29-3-28
Haji Manji, Marinde ...	"	30	29-3-28
Abdul Gafurkhan, Sakwa ...	"	30	29-3-28
Magan Alibhai, Kamagambo ...	"	30	29-3-28
A. T. Laxmandass, Kisii ...	"	300	15-3-28
Alibhai Amarsi, Kisii ...	"	300	20-3-28
Juma Rehmu & Co., Oyugi ...	"	300	22-3-28
Juma Rehmu, Kendu ...	"	300	22-3-28
Rauji Velji, Homa Bay ...	"	300	23-3-28
Ramji Jivraj, Kisii ...	"	300	27-3-28
Rahemtula Mulji, Homa Bay ...	"	300	27-3-28
Abdi Dehra, Nyabassi ...	Hawker's	30	16-1-28
Rajaram Chppra, Kisii ...	"	10	17-1-28
Ismail Lakh, Marinde ...	"	10	17-1-28

RETURN OF LICENCES ISSUED AT KISII—(Contd.).

LICENSEE.	Nature of Licence.	Licence Fee. Snillings	Date of Issue.
Adam, Kisii	Trading	10	14-2-28
Junge, Riana	"	10	14-2-28
Opio Makua, Kamagambo	"	10	17-2-28
Gulamhussein Karmali, Riana	"	10	17-2-28
Muhuti Kirikiti, Kisii	"	10	22-2-28
Ondiek Embisa, Kisii	"	10	22-2-28
Ramji Jivraj, Kisii	"	10	24-2-28
T. Pinto, Riana	"	10	24-2-28
Gulamhussen Mawji, Rungwe	"	10	27-2-28
Mohamed Premji, Rungwe	"	10	27-2-28
Mohamed Gutama	"	20	3-3-28
Habib Vira, Kisii	"	10	3-3-28
Ahmed Jaffer, Kisii	"	10	3-3-28
B. Fakir, Homa Bay	"	10	3-3-28
J. Muller, Uregi	"	20	7-3-28
Mohd. Bux Paid Bux, Nyabassi	"	40	7-3-28
Firoz Khan, Suna	"	20	8-3-28
Ebrahim Hussein	"	10	12-3-28
Abdulla Mohamed, Rungwe	"	10	12-3-28
Amersi Dewji, Mirogi	"	10	14-3-28