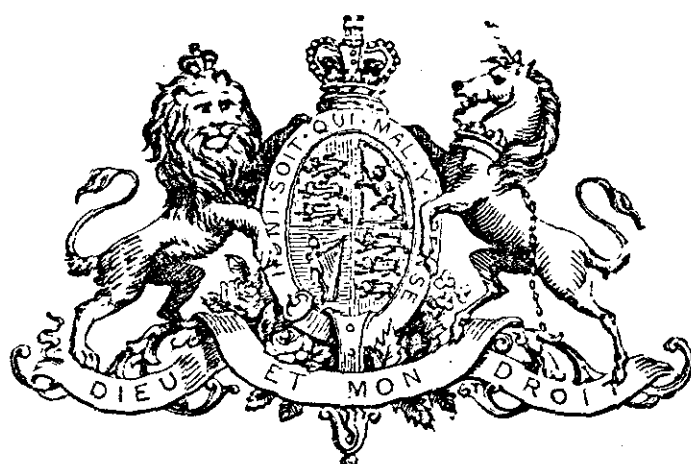


# THE OFFICIAL GAZETTE

OF THE

EAST AFRICA



PROTECTORATE.

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# EAST AFRICA PROTECTORATE.

## AN ORDINANCE

No. 4 of 1910.

An Ordinance to regulate the relations between Employers and Natives employed as Servants and to control the recruiting and engagement of Natives for service within or without the Protectorate.

Date.

[ 21st March, 1910. ]

BE it enacted by the Governor of the East Africa Protectorate with the advice and consent of the Legislative Council thereof:—

Short Title.

Commencement.

Interpretation.

Servant.

Native.

Contract of Service.

Employer.

Foreign Contract of Service.

Parties.

Writing.

1. This Ordinance may be cited as "The Master and Servants Ordinance 1910" and shall come into operation on the date of its publication in the "Official Gazette."

2. In this Ordinance when not inconsistent with the context:—

The word "Servant" means any Arab or Native employed for hire, wages, or other remuneration as a labourer, herdsman, artificer, domestic servant, sailor, boatman, porter, messenger, or in any employment of a like nature to any of the foregoing, and any Arab or native apprentice.

The word "Native" means a native of Africa not being of European or Asiatic race or origin.

The words "Contract of Service" mean any contract whether in writing or oral, whether expressed or implied, to employ or to serve as a servant for any period of time, and any contract of apprenticeship as aforesaid.

The word "Employer" means any person or any firm, corporation, or company who or which has entered into a contract of service to employ any servant, and the agent, foreman, manager, or factor of such person, firm, corporation or company, and where a servant has entered into a contract of service with the Government or with any Officer on behalf of the Government, the Government Officer under whom such servant is working shall be deemed to be his employer provided that no Government Officer shall be personally liable under this Ordinance for anything done by him as an officer of the Government in good faith.

The words "Foreign contract of Service" mean a contract of service made within the Protectorate and to be performed in all or in part outside the Protectorate and any contract for service with a foreign State; Provided, however, that a contract for employment of a domestic servant for service in the Uganda Protectorate or within the Dominions for the Sultan of Zanzibar or of a sailor for service on a vessel on lake Victoria Nyanza or on a vessel calling at the ports of the Protectorate or of the Dominions of the Sultan of Zanzibar alone shall not be deemed to be a Foreign contract of service.

The word "Parties" means the employer and employed under any contract of service.

The word "Writing" includes printing.

The words "Labour Agent" shall mean and include any person who shall himself or through agents or messengers, in his own name or otherwise, procure or attempt to procure, seek for engagement, conduct, take charge of, supply, or undertake to supply natives to be employed in work or labour of any kind, provided that the words "Labour Agent" shall not apply to any person who procures or engages or conducts natives for his own *bona fide* domestic, personal service or business exclusively.

The word "Month" shall mean a Calendar month.

Month.

The words "Railway Servant" mean any person employed by a Railway Administration in connection with the service of a Railway.

Railway.  
Servant.

Words importing the plural or the singular may be construed as referring to one person or thing or to more than one person or thing and words importing the masculine as referring to females (as the case may require.)

#### Formation and interpretation of contracts.

3. (1) A foreign contract of service shall be in writing and signed by the parties thereto, otherwise such contract shall be void. Foreign Contract of Service to be in writing.
  - (2) A contract of service, which, or a sufficient Memorandum whereof, is not in writing and signed by the parties thereto, shall not be in force for a longer period than one month from the making thereof. Contracts not in writing and unsigned.
  4. No written contract of service shall be enforced as against any servant who is unable to read and understand writing unless it bears an attestation, under the hand and seal of a Magistrate or of a Justice of the Peace to the effect that such contract was read over and explained to such party in the presence of such Magistrate or Justice of the Peace and was entered into by him voluntarily, and with full understanding of its meaning. Attestation of Written Contract.
  5. (1) Every foreign contract of service shall be approved and attested by a Provincial Commissioner and it shall be in the form in the Schedule hereto or to the like effect. Approval and Attestation of Foreign Contract
  - (2) A Provincial Commissioner shall not approve any foreign contract of service without having first obtained the assent of the Governor to such contract, which assent the Governor may in any case withhold. Governor's assent to Foreign Contract of Service required.
  6. No contract of service or foreign contract of service shall be attested by a Magistrate, a Justice of the Peace or a Provincial Commissioner unless it specify as accurately as may be :—
    - (a) The nature and duration of the service.
    - (b) The place or limits within which such service is to be performed.
    - (c) The remuneration to be paid.
    - (d) A stipulation by the employer to pay the wages of the employed monthly or at shorter periods unless otherwise expressly desired by the employed, and
    - (e) In the case of a foreign contract of service a stipulation by the employer to provide the servant with sufficient means of returning if he shall desire to do so, at the termination of the contract, to the place at which he was engaged.Contracts of Service not to be attested unless in certain forms.
  7. The Governor may fix the fees to be paid to the Government on the attestation of contracts of service, foreign or otherwise, and may from time to time alter and vary such fees as he may think fit and such fees shall be paid by the employer on or before the attestation of the contract. Powers to fix fees for the attestation of contracts.
- A receipt for the amount of the fees paid by an employer, signed by the Magistrate, Justice of the Peace or Provincial Commissioner, as the case may be, and bearing duly cancelled stamps for the amount paid, shall be delivered to the person paying the same. Save as herein provided a contract of service attested as aforesaid shall not be chargeable with any duty.
8. (1) When the employer in a foreign contract does not reside or carry on business within the jurisdiction, he shall give security by bond in the form in the Schedule hereto or to the like effect with one or more sureties to be approved of by the Provincial Commissioner attesting the contract and resident within the jurisdiction, conditional for the due performance of the contract in such sums as the Provincial Commissioner may consider reasonable. Security in Foreign Contract of Service.

- (2) A Provincial Commissioner may require any employer in a foreign contract of service to give the bond mentioned in the preceding Sub-Section with the like sureties.

Inducing persons to proceed abroad under informal contract.

9. Whoever

- (a) Induces, or attempts to induce any person to proceed beyond the Protectorate with a view to being employed as a servant; or  
(b) Knowingly aids in the engagement of any person so induced, by forwarding or conveying him or by advancing money or by any other means whatever, unless there is a foreign contract of service with such person and unless the provisions of this Ordinance relating to foreign contracts of service have been complied with, shall be liable to imprisonment for a term of one year or to a fine of 1,000 Rupees or to both.

Penalty.

Proviso.

Provided, however, that an employer of a domestic servant or sailor engaged under a contract of service shall not render himself liable to the aforesaid penalties by inducing or attempting to induce such domestic servant or sailor to proceed to any place within the Uganda Protectorate or within the dominions of the Sultan of Zanzibar beyond the Protectorate or to any port on Lake Victoria Nyanza.

Duplicates to be attested, Custody of originals.

10. Two duplicate copies of every contract of service attested under this Ordinance shall be attested along with the original; one duplicate shall be delivered to the employer and the other to the employed or in the case of a gang to the headman of the gang. The original of every attested contract shall be deposited with and preserved by the Provincial Commissioner of the Province within which the same was attested. An attested duplicate shall be evidence of the original.

A Written Contract not valid for more than two years.

11. A written contract of service other than a contract of apprenticeship shall not be binding or valid for a longer period than two years from the date thereof.

Determination of contract where Duration not Expressed.

12. Every contract of service wherein no agreement is expressed respecting its duration not being a contract to perform some specific work without reference to time shall:—

- (a) if made and to be performed within the Protectorate be deemed to be:—  
(i) in cases where the wages are not fixed by the contract or where the contract is to pay wages at any period or at any rate other than monthly, a contract at will, and determinable by either party at the close of any day without notice;  
(ii) in cases where the contract is to pay wages monthly or at a monthly rate, a contract for one month and determinable by either party at the end of any month without notice.  
(b) if a foreign contract of service, be determinable at any time upon notice of his intention to terminate the contract being given by either party to the other one month before the date of the intended termination in cases where wages are by the contract or local custom payable monthly or at longer intervals, or one week before the date of the intended termination in cases where wages are by the contract or local custom payable weekly or at longer intervals being less than monthly, or in all other cases one day before the date of the intended termination.

Contract expiring on journey may be prolonged.

13. If the period expressed in any contract of service or foreign contract of service for the duration thereof shall expire, or if a servant shall seek to determine any contract wherein no agreement is expressed respecting its duration whilst the servant is engaged in any voyage or journey, the employer may, for the purpose of terminating such voyage or journey, prolong the period of service for a sufficient period to enable the voyage or journey to be terminated.

14. Neither Section 3 Sub-Section (2) nor Section 12 of this Ordinance shall apply to a contract of service entered into by a Railway servant or by a person in the service of the Post Office if and so long as special provision is made by law with regard to the duration or the notice required for the determination of such contracts of service.

Provision of  
and 12 not to  
apply to con-  
tracts entered  
into by Railway  
servants and  
persons in the  
service of the  
Post Office with  
regard to which  
special provision  
is made by law.

15. Whoever decoys away or unlawfully induces any servant to quit the service of his employer, or who knowingly receives or harbours any servant who may improperly quit the service of his employer, shall be liable to a fine of Rs. 100 and in default of payment, to imprisonment, with or without hard labour for any period not exceeding two months.

Penalty for  
decoying and  
harbouring  
servants.

### Apprenticeship Contracts.

16. The Father, or in case of a fatherless child the guardian of an Arab or a native child above the age of nine years and under the age of sixteen, may, with the consent of such child testified by his or her execution of the deed of apprenticeship, apprentice him to a trade or employment in which art or skill is required, or as a domestic servant, for any term not exceeding five years.

Apprenticeship  
of children by  
guardians.

17. Whenever an Arab or native child under the age of sixteen years is without known relatives, and is without a guardian, a Magistrate of the District in which such child resides or is found, may authorise the apprenticing of such child to a trade or employment mentioned in the last preceding Section, and may appoint some fit person to execute the deed of apprenticeship and to act generally as guardian of such child.

Apprenticeship  
of children with-  
out known  
relatives or a  
guardian.

18. An Arab or native of the age of sixteen years or upwards, not being under a deed of apprenticeship, and subject as in the twentieth Section of this Ordinance, may apprentice himself for a term not exceeding three years to a trade or employment in which art or skill is required or as a domestic servant.

When persons  
may apprentice  
themselves.

19. Every contract of apprenticeship may, with the consent of the parties thereto, and subject as in the next succeeding Section, be assigned.

Assignment of  
Contracts of  
Apprenticeship.

20. Every contract of apprenticeship and every assignment thereof shall be by deed, and no such deed shall be valid unless attested by and made with the approval of a Magistrate having jurisdiction in the district where the person to be apprenticed shall be living, and unless such approval be certified in writing under the hand of the Magistrate on the deed of apprenticeship or assignment. Deeds of apprenticeship may be in one of the forms in the Schedule hereto, or to the like effect.

Contracts and  
Assignments  
invalid unless  
by deed ap-  
proved.

21. Whoever removes or attempts to remove any apprentice under this Ordinance from the Protectorate during his apprenticeship without the authority in writing (the proof whereof shall lie on him) of the Provincial Commissioner of the Province where such apprentice resides shall be liable to imprisonment of either description for a term not exceeding 12 months, or to a fine not exceeding fifteen hundred Rupees.

Apprentices not  
to be taken out  
of jurisdiction.  
Penalty.

22. Whoever induces or attempts to induce any apprentice to quit the service of his employer, shall be liable to imprisonment of either description for a term not exceeding three months or to a fine not exceeding two hundred and fifty Rupees.

Decoying  
apprentices.  
Penalty.

23. If any person with whom any apprentice under this Ordinance has been placed shall retain such apprentice in his service after the stipulated period of service has expired, without any agreement between the parties for the payment of wages, the apprentice shall be entitled to recover from the person so retaining him wages at the ordinary current rate payable for service similar to that performed by such apprentice.

Apprentices  
retained after  
expiration of  
contract, entitled  
to wages.

### Care of Servants.

24. During the period of service the employer shall at all times at his own expense cause every servant in his service to be properly housed and shall observe all reasonable directions which may be given by a Magistrate in respect of sanitary arrangements. Provided, however, the obligation of an employer as regards housing shall not by reason of this Section extend to any case in which

Housing of  
Servants.

a servant is able to return to his home at the conclusion of his daily work or to obtain suitable and proper housing at or conveniently near to his place of employment.

Feeding of  
Servants.

25. During the period of the service of any servant employed at such distance from such servant's home as to render it impossible for him to return to his home at the conclusion of his daily work, the employer shall at his own expense cause such servant to be properly fed and to be supplied with sufficient and proper cooking utensils and means of cooking. Provided, however, that the obligations of an employer to cause his servant to be fed or to supply cooking utensils and means of cooking as aforesaid, as the case may be, shall not extend to any case when the servant is employed at a place where he can obtain for himself sufficient and proper food, or cooking utensils and means of cooking, and when it has been expressly agreed between the parties, at the time of entering into the contract of service, that the servant shall procure his food or cooking utensils and means of cooking at his own expense.

Water supply  
for use of  
Servants.

26. If, and whenever an employer is required by the provisions of this Ordinance to cause his servant to be housed or fed, he shall arrange for a proper water supply for the use of such servant.

Blanket, etc.,  
when necessary  
to be supplied  
if requested by  
a Servant.

27. An employer shall when necessary and if requested by a servant, supply him with a suitable blanket, and in the case of a porter engaged for a journey, also with a jersey and water bottle. In any such case unless expressly agreed to the contrary the reasonable cost of the article or articles supplied shall be paid by the servant and may be deducted from the remuneration of the servant, and until the whole or a portion of such cost shall have been so deducted or otherwise paid by the servant the article or articles supplied shall remain the property of the employer.

Unless other-  
wise agreed  
the cost to be  
paid by the  
Servant.

Porters to be  
provided with  
sufficient Tent  
accommodation.

28. An Employer shall when necessary provide sufficient tent accommodation for his porters engaged for a journey.

Employer to  
provide  
Medicine and  
Medical  
attendance.

29. Every employer shall provide his servants with proper medicines during illness and also (if procurable) medical attendance during serious illness, and any employer failing so to provide shall, in addition to his liability for breach of the section, be liable to pay any expenses incurred by a Magistrate in providing such Medical attendance.

Employer to  
notify a Magis-  
trate of the  
death of a  
servant and to  
deliver wages,  
etc., due or  
belonging to  
deceased to a  
Magistrate.

30. If a servant dies during service, the employer shall give immediate notice thereof to the nearest Magistrate, together with a medical certificate, if procurable, of the cause of death. The employer shall pay to the Magistrate all wages due and deliver all property belonging to the deceased servant, for transmission through the agency of the Administration to the representatives of the deceased, to be distributed in accordance with the law.

In certain  
cases servants  
to be returned to  
place of engage-  
ment at employ-  
ers expense.

31. Whenever any servant shall have been taken to the place of employment at the expense of the employer the employer shall at the termination of the contract of service, otherwise than by cancellation thereof by a Magistrate on account of any wrongful act or default of the servant, in like manner return the servant to the place of engagement should the servant wish to return.

To supply  
food for  
servant's  
consumption  
when returning  
to place of  
engagement.

32. Every employer shall on the termination of the contract of service provide at his own expense a sufficient supply of food for the servant's consumption on the way back to the place of engagement.

### Labour Agents.

No Labour  
Agent to recruit  
Labour without  
a permit.

33. No Labour Agent shall recruit or seek to recruit any native to be employed in work or labour unless such labour agent is in possession of a permit issued by the Provincial Commissioner in the form contained in the Schedule to this Ordinance or any form hereafter substituted therefor by or in accordance with any rules and conditions as the Governor may prescribe from time to time.

34. Every application for a permit to recruit as aforesaid shall be made in writing and expressly state the name of the Labour Agent to whom the permit is to be issued. The Provincial Commissioner may require any person by whom an application for a permit is made to sign a bond for such amount as may be required for the fulfilment of the provisions of this Ordinance and of any rules or conditions prescribed by the Governor.

Application for permit to be made in writing.  
A Bond may be required of Labour Agent.

35. The permit shall be issued for a limited period, not exceeding in any case twelve months, and for a specified district or for specified districts only in the Province of the Officer issuing the same.

Permits to be issued for Limited Time and for specified Districts.

36. A Labour Agent shall not employ any agent for the purposes of assisting him in recruiting, unless and until he shall first have notified the Provincial Commissioner in writing of such employment and of the name of such agent.

Labour Agent not to employ person to assist him in recruiting labour without first notifying the Provincial Commissioner.

37. A Provincial Commissioner may refuse the issue of a permit to any person who shall have committed a breach of the provisions of this Ordinance relating to labour agents or of any rule or conditions which may have been prescribed by the Governor.

Permit may be refused in certain cases.

38. The Governor may from time to time as he may think fit make, alter and revoke rules for any of the purposes following:—

Power to make rules.

- (i) Prohibiting the recruiting of natives in any specified districts, areas or places or regulating the recruiting of labour in such districts, areas or places.
- (ii) Providing for the proper clothing, feeding and housing of natives recruited by and at the expense of Labour Agents;
- (iii) Prescribing the fees to be paid in respect of a permit to recruit labour;
- (iv) Imposing such conditions upon labour Agents and the recruitment of natives for work or labour as he may consider proper for the protection of natives.

All such rules, alterations and revocations shall be laid before the Legislative Council before the same are published in the "Official Gazette."

39. Any Labour Agent; who shall without a permit hereinbefore provided for, recruit or seek to recruit any native to be employed in work or labour, or who shall having obtained a permit contravene any of the provisions of this Ordinance relating to Labour Agents, or who shall commit any breach of any rule or condition prescribed by the Governor shall be liable to a fine not exceeding fifteen hundred Rupees and in default to imprisonment with or without hard labour for a period not exceeding three months, and any permit issued to him may be cancelled by the Governor.

Penalties.

#### **Breach of Contract and Disputes between and offences by Employers and Servants.**

40. Whenever an employer or servant shall neglect or refuse to fulfil any contract of service, or whenever any question, difference or dispute shall arise as to the right or liabilities of either party, or touching any misconduct, neglect or illtreatment of either party, or any injury to the person or property of either party, under any contract of service, the party feeling aggrieved may make a complaint to any Magistrate or Justice of the Peace, who may thereupon issue a summons to the party complained against. Provided that a Magistrate holding a subordinate Court of the third class or a Justice of the Peace shall forthwith forward such complaint to a Magistrate having jurisdiction to try the case.

Complaint in cases of dispute between Employers and Servants.

41. Every Magistrate holding a Subordinate Court of the first or second class and every special Magistrate shall have jurisdiction, notwithstanding that the person complained against may be an European, American or Asiatic, and notwithstanding anything in any Ordinance or Law respecting the jurisdiction of such Magistrate to the contrary, in all cases arising in their respective areas of jurisdiction between employers and their servants, and with reference to their relative rights and duties or to any matter or thing or offence to which provision is made by this Ordinance, and every such Magistrate shall have jurisdiction in any such case brought before him against any person being at the

The jurisdiction of Magistrate.



time within the area of his jurisdiction, whether the grounds of such case arose within such area or not or whether the person against whom such case is brought has his usual residence or place of abode within such area or not.

A Warrant or Summons issued by Magistrate of third Class or Justice of the Peace to be made returnable before a Magistrate having jurisdiction to try the case.

42. Whenever a complaint as aforesaid shall be made to a Magistrate holding a Subordinate Court of the third class or to a Justice of the Peace, and such Magistrate or Justice of the Peace shall issue process for the purpose of requiring or compelling the attendance of the party complained against, such process shall be made returnable before a Magistrate holding a Subordinate Court of the first or second class or a special Magistrate having jurisdiction in the case.

Arrest of absconding Defendant.

43. If at any time after the laying of the complaint it appears to the Magistrate or Justice of the Peace, by information on oath, that the Party complained against is about to abscond, he may cause him to be arrested and detained in custody, unless he finds security to appear and answer the complaint and to abide the decision of the Court thereon.

A Magistrate may order that the remedy of complainant shall be by civil action and not by complaint under this Ordinance.

44. A Magistrate having jurisdiction to adjudicate on any complaint made to him or forwarded to him for adjudication may, if it should appear to him that the matter of such complaint or of any cross complaint or defence could more properly or conveniently be dealt with in a civil action, order, at any time before judgment therein is delivered by him, that the remedy, if any, for the matters complained of shall be by an action brought in accordance with the law relating to procedure in civil action and not by complaint under this Ordinance.

Discretionary powers of Magistrates.

45. (1) Upon any complaint under this Ordinance the Magistrate may in addition to any jurisdiction he might have exercised if this Ordinance had not been made, exercise all or any of the following powers; that is to say :—

To adjust and set off claims.

(a) He may adjust and set off one against the other all such claims on the part either of the employer or of the servant arising out of, or incidental to the relation between them as the Magistrate may find to be subsisting, whether such claims are liquidated or unliquidated, and are for wages, damages or otherwise and he may direct the payment of such sum as he finds due by one party to the other party;

To direct fulfilment of the contract.

(b) He may direct fulfilment of the contract, and in case where he might award damages for any breach of contract, he may in place either of the whole of the damages which would otherwise have been awarded or some part of the damages, direct the party committing such breach to find security to the satisfaction of the Magistrate for the due performance of so much of the contract as remains unperformed, and if the party neglect or refuse to find security, he may commit him to prison until he finds it, but the term of imprisonment shall not exceed three months.

To rescind the contract and apportion wages, etc.

(c) He may rescind the contract upon such terms as to the apportionment of wages or other sums due thereunder, and as to the payment of wages or damages or other sums due as he thinks fit.

To impose fines.

(d) When no amount of compensation or damages can be assessed, or when pecuniary compensation will not in the opinion of the Magistrate meet the circumstances of the case, he may in addition to the rescinding of the contract and discharging the parties therefrom, fine either party a sum not exceeding two hundred Rupees with imprisonment of either description in default of payment, for a term not exceeding one month.

To pass any sentence or judgment authorised by this Ordinance.

(e) Where it appears to the Magistrate that an employer or servant has been guilty of any offence under this Ordinance, he may, in lieu of or in addition to doing any of the acts or things, and to making any of the orders or directions authorised by paragraphs (a) (b) and (c) of this Sub-Section pass any sentence or judgment authorised by this Ordinance upon the person so offending, and may make any order or do any act or thing by this Ordinance authorised, or which may lawfully be done for giving effect to such judgment or order.



- (2) A person shall give security (hereinafter called the bond) under Form of this section by a written or oral acknowledgment in or under security. the direction of the Court of the undertaking or condition by which and the sums for which he is bound, and such bond shall be forfeited and enforced in the manner provided for the forfeiture and enforcement of bonds under the law for the time being in force relating to procedure in criminal cases.
- (3) Save as in this Ordinance otherwise provided the provisions of Law relating to Criminal Procedure ordinary to apply to proceedings under this Ordinance. the law for the time being in force relating to procedure in criminal cases respecting appeals and references and the levying of moneys ordered to be paid shall apply to all proceedings and all orders for the payment of money under this Ordinance.
- (4) Anything in this Ordinance to the contrary notwithstanding, it shall be lawful for any Magistrate, having jurisdiction in any proceedings under this Ordinance whenever he shall consider that by following or by requiring the complainant to follow the procedure laid down by law for criminal cases the ends of justice will or may be defeated, to adopt or order to be adopted for all or any purpose of the proceedings and at any stage thereof or for the levying of moneys ordered to be paid, all or any of the provisions of the law for the time being in force relating to procedure in civil cases. When Civil Procedure may be followed.

46. Whenever any male person shall appear liable to have any of the orders specified in the last preceding section made upon him, or to be punished in any other manner provided by this Ordinance, if he shall appear to the Court to be under the age of sixteen years and to require punishment in the way of discipline rather than in any other manner, the Court may order him to be detained for one day in any suitable place of detention, and to be corporally punished with a light cane of such pattern as may be approved by the Court, such punishment not exceeding sixteen stripes on the bare buttocks, instead of any other punishment. Punishment of Juveniles.

47. Any servant may be fined a sum not exceeding the amount of one month's wages and in default of payment of the same may be imprisoned with or without hard labour for any period not exceeding one month, in case he shall be convicted of any of the following acts:— Offences by Servants Class I.

- (1) If he shall, after having entered into a contract, fail or refuse without lawful cause to commence the service at the stipulated time.
- (2) If he shall without leave or other lawful cause, absent himself from his employer's premises or other place proper and appointed for the performance of his work.
- (3) If he shall during working hours unfit himself for the proper performance of his work by becoming or being intoxicated.
- (4) If he shall neglect to perform any work which it was his duty to have performed or if he shall carelessly or improperly perform any work which from its nature it was his duty under his contract to have performed carefully and properly.
- (5) If he shall without leave, and for his own purposes, make use of any horse, vehicle, or other property belonging to his employer.
- (6) If he shall use any abusive or insulting language to his employer or to any person placed by his employer in authority over him, calculated to provoke a breach of the peace.
- (7) If he shall refuse to obey any command of his master, or of any person lawfully placed by his master in authority over him, which command it was his duty to obey.
- (8) If on entering into or for the purpose of obtaining a contract or service he shall give a false name or address.

48. Any servant may be fined any sum not exceeding the amount of two months' wages and in default of payment may be imprisoned with or without hard labour for any period not exceeding two months, or may be imprisoned without the infliction of a fine, at the discretion of the Magistrate, with or without hard labour for any period not exceeding two months, in case he shall be convicted of any of the following acts or instances of misconduct, that is to say :— Offences by Servants Class II.

- (1) If he shall wilfully or by wilful breach of duty or through drunkenness do any act tending to the immediate loss, damage or serious risk of any property placed by his employer in his charge or placed by any other person in his charge for delivery to or on account of his employer.
- (2) If he shall, by wilful breach of duty or by neglect of duty or through drunkenness, refuse or omit to do any lawful act proper and requisite to be done by him for preserving in safety any property placed by his employer in his charge, or placed by any other person in his charge for delivery to or on account of his employer.
- (3) If being employed as a herdsman he shall fail to report to his employer the death or loss of any animal placed in his charge which he shall allege to have died or been lost, on the earliest opportunity of so doing after he shall have discovered or in the course of duty was bound to have discovered such death or loss or if he shall fail to preserve for his employer's use or inspection any part or parts of such animals as he shall allege to have died, which part or parts he shall by his employer have been directed to preserve, unless such herdsman shall prove to the satisfaction of the Court the death of such animal, or if it shall be made by his employer to appear that any such animal or animals alleged by him to have strayed away or otherwise become irrevocably lost, could not, under the circumstances of the case, have become irrevocably lost without his act or default.
- (4) If being employed in any capacity other than that of a herdsman he shall allege the loss of any property placed in his charge by or for his employer and it shall be made to appear by his employer that the property in question could not have been lost without his act or default.
- (5) If he shall without lawful cause depart from his employer's service with intent not to return thereto.

Neither Fine nor Imprisonment to have the effect of cancelling a Contract.

49. No fine or period of imprisonment undergone under this Ordinance by a servant shall have the effect of cancelling the contract of service.

No wages to accrue to Servant during period of Imprisonment

50. No wages shall become payable to a servant for or during any term of his imprisonment under this Ordinance.

When a Servant is convicted of absents himself or departing from service

51. When the offence of which any servant shall be convicted under this Ordinance, shall be the offence of absents himself from or of departing from the service of his employer, then the period of his absence may on the application of the master and at the discretion of the Magistrate be added to the term of service originally stipulated. In such case it shall be the duty of the Magistrate convicting such servant to ascertain at the trial the period of absence, and to certify the same by some writing under his hand to be delivered to the employer and the period mentioned in such writing shall by all Courts and in all places be deemed to be added to the original term of service.

Loss, etc., of Employer's Property.

52. As often as any property of the employer shall be lost or damaged by means of any act or omission of his servant, it shall be lawful for the Magistrate, should he think fit, to fix the amount of compensation for such loss or damage, and make such order as to the payment thereof, either at once or by instalments out of wages to be yet earned or otherwise, as shall seem reasonable and just, provided that no instalment ordered to be paid out of wages shall exceed one half of the servant's monthly wage if the instalments are ordered to be paid monthly, or one half of the servant's weekly wage if the instalments are ordered to be paid weekly.

Penalty on Servant leaving service before working off an advance of wages.

53. Any servant who receives from his employer any wages in advance and who without good reason quits the service of such employer before such advance is fully repaid or worked off, shall be guilty of an offence and shall be liable to imprisonment of either description for a term not exceeding three months.

54. No servant shall be convicted under any of the foregoing sections of this Ordinance unless the employer shall lodge his complaint without undue delay after he becomes cognizant of the offence or alleged offence. The limit within which complaint must be made by employer.

55. Any employer of any servant shall be liable to a fine not exceeding one hundred Rupees with imprisonment in default of payment or to imprisonment for a term not exceeding one month or to both such fine and imprisonment in case he shall be guilty of any of the following acts or omissions, that is to say :— Penalty on employer.

- (1) If he shall withhold the wages of such servant without reasonable and probable cause for believing that the wages so withheld are not really due. Withholding wages.
- (2) If before or after the expiration of the contract of service, upon demand made and without lawful cause, he refuses to deliver or permit to be taken away any property belonging to such servant lawfully remaining or being upon such employer's land without reasonable and probable cause for believing that the property in question was lawfully detained. Detaining Servant's property.
- (3) If he fails upon demand to supply or deliver to such servant the food, blanket or other articles stipulated for in any written contract of service, or if he supplies or delivers food, blanket or other articles not conformable to the said contract. Failing to supply food, etc., stipulated for in any written contract.
- (4) If he shall fail to comply with any of the provisions or requirements of Sections 24 to 32 (inclusive) of this Ordinance. Non-compliance with provisions of Ordinance with regard to care of servant.

56. Every person complained against or charged with an offence under this Ordinance shall be a competent but not a compellable witness. Defendant a competent witness.

57. No person against whom a complaint is made under this Ordinance, who is not immediately before the hearing of such complaint in actual custody, shall be compelled to enter the dock or place usually assigned for prisoners under trial in the Court or shall be otherwise treated as under arrest during the hearing of such complaint. Provided that if in the opinion of the Magistrate before whom the complaint is heard, it shall be necessary in order to secure the attendance of such employer or servant, that he should be placed in custody, it shall be lawful for such Magistrate to cause such person to be arrested and detained in custody. Defendant not to be compelled to enter the dock except in certain events.

58. When the Magistrate imposes any fine or enforces payment of any sum secured by a recognizance or bond, the Magistrate may direct that such fine or sum when recovered, or any part thereof he thinks fit, shall be applied to compensate any employer or servant for any wrong or damage sustained by him by reason of the act or thing in respect of which the fine was imposed or by reason of the non-performance of the contract of service. The amount of a fine imposed or a part thereof may be paid to the complaining party.

59. Whenever it shall appear to a Magistrate having jurisdiction to adjudicate upon a complaint made by a servant that such servant has not the means and is otherwise unable to obtain food for himself pending the determination of his complaint, he may cause such servant to be supplied with necessary food at the expense of the Government, but in such case the cost thereof shall be a debt due to the Government from such servant and may be deducted by the Magistrate from any moneys received by him for or on behalf of such servant or shall otherwise be paid by the servant. Servant may be fed at Government expense pending hearing of complaint. The cost to be refunded by servant.

60. In any complaint under this Ordinance the process of the Court of the Magistrate for compelling the attendance of the party accused and of all necessary witnesses shall be instituted at the public charge and without any fees of Court. Provided, always, that if at the trial the complaint shall appear to the Magistrate to be frivolous or vexatious, the party complaining shall be liable to a fine not exceeding one hundred Rupees, and to defray the costs of the process and of the witnesses in the case, and in default of payment of such fine and costs, shall be liable to be imprisoned for any period not exceeding one month. Provided, also, that such fine may be imposed upon the occasion of such trial and without any fresh action or proceeding for the recovery thereof. Costs of witnesses, etc.

**Miscellaneous Provisions.**

Persons may be proceeded against for any offence punishable under any law in force.

61. Nothing in this Ordinance shall prevent any employer or servant from being proceeded against according to law for any offence punishable under any law in force in the Protectorate.

Saving as to contract of service made abroad.

62. Nothing in this Ordinance shall prevent any employer or servant from enforcing their respective rights and remedies for any breach or non-performance of any lawful contract of service made outside of the Protectorate, but the respective rights of such parties under such contract as well against each other as against third parties invading such rights may be enforced in the same manner as other contracts arising thereout may be enforced and as if this Ordinance had not been made, provided that whenever any such contract has been executed in conformity with this Ordinance it shall be enforced in the same manner as a contract entered into under this Ordinance. But no written contract the tenor and execution of which are not in conformity with this Ordinance shall be enforced as against a servant who is unable to read and understand writing. Any such contract shall be deemed executed in conformity with this Ordinance which is signed by the names or marks of the contracting parties and bears as concerns any illiterate parties an attestation to the like effect as is prescribed by section 4 thereof.

If the contract was made in the United Kingdom or elsewhere in His Majesty's dominions or in a British Protectorate the attestation may be by any Justice of the Peace or other Officer authorised by law to take affidavits or to attest contracts of service; if made in any foreign parts the attestation may be by any Judge or Magistrate, being authenticated by the Official Seal of the Court to which he is attached, or by any British Minister, Consul, Vice Consul or Consular Agent.

Saving as to contracts under Acts relating to shipping.

63. This Ordinance shall not apply to any contract made under or governed by any Imperial law relating to shipping, nor effect the rights and remedies of the parties thereunder.

Power to appoint Special Magistrates.

64. The Governor may appoint such persons as he may think fit and as occasion may require, special Magistrates for the Protectorate or for any District or Districts thereof, who shall hold office during the Governor's pleasure and whose appointments shall be notified in the "Official Gazette."

A Special Magistrate shall have and exercise with the limits of which he is appointed such powers, rights, duties and Jurisdiction as are vested in "a Special Magistrate" by virtue of this Ordinance, or may be exercised in relation to this Ordinance by a Magistrate holding a Subordinate Court of the first class.

Magistrate or Justice of the Peace may enter land or buildings for purpose of Ordinance.

65. Any Magistrate or Justice of the Peace may for any purpose under this Ordinance at any time enter upon any land or into any building where any servant is employed or housed.

Penalty for giving reward to Chief or Headman for procuring labour.

66. Any person who shall give or shall offer to give any money or other gift to any Gazetted Native Chief or Headman with a view to securing a supply of labour, shall on conviction, be liable to a fine not exceeding one hundred and fifty Rupees.

Power to make Rules.

67. The Governor may from time to time make, and when made, alter and revoke rules for any of the purposes following:—

- (1) Regulating the recruiting of labour for service out of the Protectorate;
- (2) Regulating the engagement and embarkation of servants to be employed under a Foreign contract of service.
- (3) Generally for the better carrying into effect the provisions of this Ordinance.

Penalties for breach of Rules.

68. The Governor may fix such penalties for the breach or non-observance of any Rule as he may think proper, not exceeding imprisonment of either kind for one month, or a fine of one hundred Rupees, or both, and where no penalty is imposed by the Rules the breach or non-observance of any rule shall be punishable to the extent aforesaid.

69. The Master and Servants Ordinance 1906 and the Master and Servants Repeal Amendment Ordinance 1907, the Native Porters and Labour Regulations 1902 and the Native Porters and Labour Amendment Regulations 1902 are hereby repealed.

Provided, however, that all contracts entered into under any of the said Repealed Ordinances or Regulations and existing at the date of the publication of this Ordinance and the rights, duties and obligations of the parties thereunder shall be governed and shall be enforced by, under and in accordance with the provisions of the said Ordinances or Regulations as if this Ordinance had not been made.

### Schedule.

### Form of Foreign Contract of Service.

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_ BETWEEN \_\_\_\_\_ (hereinafter called the Employer) of the one  
part, and the persons whose names appear in the Schedule hereto ( hereinafter called the  
Employed ) of the other part.

1. Each of the employed hereby contracts with the Employer to serve him at  
in the capacity of \_\_\_\_\_ for the period of \_\_\_\_\_ to be computed from  
the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

2. The employer hereby contracts with the Employed that he will during the period aforesaid make to each of the Employed the payments and allowances set opposite his name in the Schedule hereto, and will at the expiration of the said period provide each of the Employed who desires it with sufficient means of returning to the place at which he was hired.

IN WITNESS whereof the said parties have hereunto set their hands or made their marks at \_\_\_\_\_ before the \_\_\_\_\_ the day and year first above written.

Signature of Employer.

### The Schedule.

Name and Marks.	Payments per.	Allowance for subsistence per.

The above named parties set their hands or made their marks hereto in my presence, the agreement being assented to by them upon the same being read over and explained to them in my presence, and I hereby attest under my hand and seal that the agreement was entered into voluntarily by them with full understanding of its meaning and effect.

**Form of bond under Section 8.**

BE IT KNOWN unto all men by these presents that we (1) are jointly and severally bound unto (2) and to any one or more of them in the sum of (3) to be paid to the said (4) their and each of their heirs, executors, administrators and assigns. For which payment well and truly to be made as liquidated damages and not as a penalty, we bind ourselves jointly and severally and our heirs, executors, and administrators, and every one of them firmly by these presents. Sealed with our seals, dated this day of 19 .

The condition of the above-written obligation is such that if (5) (hereinafter called the Employer) the employer of the said (6) (hereinafter called the Employed) do pay to each of the employed performing their part of the agreement after mentioned the several

sums of money set opposite to their respective names in the Schedule to an agreement made and entered into between the employer and employed at \_\_\_\_\_ on the \_\_\_\_\_ day of 19\_\_\_\_ and attested by (7) \_\_\_\_\_ in regular (8) \_\_\_\_\_ payments to be computed from the day of their embarkation at (9) \_\_\_\_\_ and also to find and furnish the said employed with the subsistence set opposite to their respective names in the said Schedule at regular (10) \_\_\_\_\_ periods to commence as aforesaid, and do further at the expiration of the term of (11) \_\_\_\_\_ computed from the day of embarkation of the said employed, provides the said employed or any of them desiring with sufficient means to obtain a passage or with a free passage and subsistence during which passages back to (12) \_\_\_\_\_ the place at which the said agreement was executed, as agreed and promised by the said employer in the said agreement, and to execute, carry out and perform his part of the said agreement in all respects, then this obligation to be void, otherwise to be in full force and virtue.

Signed, sealed and delivered in the presence of }

(To be signed and sealed by each of the obligants  
and attested if practicable by the officer attesting the  
relative agreement. ) }

- (1) Insert names and description of employer and one or more sureties resident within the jurisdiction.
- (2) Name and description of the employed.
- (3) Insert sum not less than half the total amount (less any advances) due by the contract.
- (4) Repeat names of employed.
- (5) Name or names of employers.
- (6) Names of employed.
- (7) Official name of officer before whom agreement is signed.
- (8) Weekly or monthly, &c., as the case may be.
- (9) Place of embarkation.
- (10) Weekly or monthly, etc., as the case may be.
- (11) Term of agreement.
- (12) Place of employment.

#### Deed of apprenticeship under Section 16.

This Deed made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, Between  
(a boy (1) \_\_\_\_\_ above the age of nine years and under the age of sixteen, by  
of \_\_\_\_\_ the (2) \_\_\_\_\_ of the said  
of the one part, and  
of \_\_\_\_\_ of the other part

WITNESSETH as follows:—

1. The said \_\_\_\_\_ by the authority of the said \_\_\_\_\_  
hereby binds himself apprentice to the said \_\_\_\_\_ for  
years from the date hereof, and agrees during that term to faithfully serve the said  
and obey his lawful commands and not absent himself by day or night  
from the service of the said \_\_\_\_\_ without leave.

2. The said \_\_\_\_\_ agrees with the  
said \_\_\_\_\_ that during the said term he will  
provide him with sufficient good food and drink and lodging and suitable clothing, and medical  
advice and medicine, and will instruct him or cause him to be instructed in the employment  
of \_\_\_\_\_, and will produce him to any Magistrate or Justice  
of the Peace whenever called upon by such Magistrate or Justice of the Peace so to do, and  
will at the end of the said term supply the said \_\_\_\_\_

if he desires it with sufficient means of returning to his home.

IN WITNESS whereof (3) \_\_\_\_\_ this day and year first above written  
(attestation when party or parties can read and write.)

Signed sealed and delivered by the said \_\_\_\_\_  
in the presence of \_\_\_\_\_

Magistrate. }

(attestation when party or parties illiterate.)

The mark of the said \_\_\_\_\_ was made hereto and the  
Indenture was Sealed and delivered by him after the same was interpreted to him when he  
seemed to fully understand the same in the presence of \_\_\_\_\_

Magistrate.

Approved.

Magistrate.

- (1) Or "Girl".
- (2) "Father" or "guardian".
- (3) "The said \_\_\_\_\_ have hereunto set their hands and Seals" or "have hereunto made their marks and set their Seals" or "the said \_\_\_\_\_ has hereunto set his hand and Seal and the said \_\_\_\_\_ has hereunto made his mark and set his Seal" as the case may be.

**Deed of Apprenticeship under Section 17.**

THIS DEED made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, Between  
 ( a child under the age of sixteen years without known relatives  
 and without a guardian ) by \_\_\_\_\_ of  
 ( who has been appointed by the (1) \_\_\_\_\_ as the guardian of the said  
 and to execute this deed on his behalf ) of the one part and  
 of \_\_\_\_\_ of the other part,

WITNESSETH as follows:—

The said \_\_\_\_\_ by the authority of the said Magistrate  
 hereby binds himself apprentice to the said \_\_\_\_\_ for \_\_\_\_\_ years  
 from the date hereof, and agrees during that term to faithfully serve the said  
 and obey his lawful commands and not absent himself by day or night  
 from the service of the said \_\_\_\_\_ without leave.

2. The said \_\_\_\_\_ agrees with the said \_\_\_\_\_  
 that during the term he will provide him with sufficient good food and drink and lodging and  
 suitable clothing, and medical advice and medicine and will instruct him or cause him to be  
 instructed in the employment of \_\_\_\_\_ and will produce him to  
 any Magistrate or Justice of the Peace whenever called upon by such Magistrate or Justice of  
 the Peace so to do, and at the end of the said term will provide the said  
 , if he desires it, with sufficient means of returning to his home.

IN WITNESS whereof (2) \_\_\_\_\_ the day and year first above wr tten.  
 ( attestation and approval as in the preceding form ).

- (1) State by what Magistrate appointed.
- (2) As in note (3) to preceding form.

**Deed of Apprenticeship under Section 18.**

THIS DEED made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, Between  
 (a person not under the age of sixteen years ) of \_\_\_\_\_ of  
 of the one part and \_\_\_\_\_ of  
 of the other part,  
 WITNESSETH as follows:—

1. The said \_\_\_\_\_ hereby binds himself apprentice to the said \_\_\_\_\_  
 for \_\_\_\_\_ years from the date hereof and agrees during that  
 term to faithfully serve the said \_\_\_\_\_ and obey his lawful commands  
 and not absent himself by day or night from the service of the said \_\_\_\_\_  
 without leave.

2. The said \_\_\_\_\_ agrees with the said \_\_\_\_\_  
 that during the said term he will provide him with sufficient good food and drink and lodging  
 and suitable clothing, and medical advice and medicine and will instruct him or cause him to  
 be instructed in the employment of \_\_\_\_\_

IN WITNESS whereof (1) \_\_\_\_\_ the day and year first above written.  
 ( attestation and approval as in the form under section 16.)

- (1) As in note (3) to form under section 16.

**Labour Agents Permit.**

Application for permit by.....	Permission is hereby granted to.....
For.....	For the period of.....
Date of receipt.....	Months beginning.....
Date of issue of permit.....	And expiring.....
Date of commencement of.....	To recruit natives in the district of.....
Date of expiration of permit.....	As.....
.....	In the district of.....
.....	Upon the conditions endorsed hereto.....
.....	.....



**Conditions Endorsed on Permit.**

1. The recruiter shall obey all lawful requirements of any Magistrate while engaged in recruiting.

2. The recruiter shall comply with the conditions of the Master and Servants Ordinance 1910, with any rules published thereunder as regards feeding, clothing, housing and otherwise caring for any native recruited by him while such native is travelling to and from the locality in which he is to be employed, and shall further comply with any special conditions (if any) attached to this permit.

3. *Special conditions if any :*

**NOTICE.**

His Excellency the Governor has directed that the East Africa Post Office Savings Bank Ordinance shall come into operation on the 1st of April, 1910.

22nd March, 1910.

By Order

W. J. MONSON,  
Secretary.

**RULES.****The East Africa Post Office Savings Bank Ordinance 1909.**

Rules made by the Governor of the East Africa Protectorate under the East Africa Protectorate Savings Bank Ordinance 1909.

Nairobi,

Dated this 10th day of March, 1910.

E. P. C. GIROUARD,  
Governor.

Hours of Business.

1. The Post Offices at which Savings Bank business is transacted shall be open for that purpose during such hours and on such days as the Postmaster General with the approval of the Governor shall determine which will be notified by notice posted at the Post Offices and in such other manner as the Postmaster General may prescribe. The business of the Savings Bank shall be conducted by such Officer or Officers of the Post Office as the Postmaster General with the approval of the Governor shall appoint in that behalf.

2. Subject to the provisions of these rules deposits may be made by or in the name of :—

- (a) A man or woman of full age and not under legal disability.
- (b) A married woman.
- (c) A minor of the age of seven years and upwards.
- (d) On behalf of and in the name of children under seven years of age by one of the parents, guardian or a friend. In this case the money shall not be repayable until the child attains the age of 7 years except in the event of death.
- (e) On behalf and in the name of insane persons by those appointed to represent them.
- (f) By two persons jointly on their own behalf in this case neither person must have any other account in the East Africa Post Office Savings Bank and the receipt of both persons will be required on repayment. Deposits may be made by either or both of the Depositors.

Persons by whom  
Deposits may be  
made.

(g) By one person as Trustee for another person also named in the Account. The receipt of both persons will be required on re-payment. A person may act as Trustee in any number of accounts and at the same time have an account in his own name.

Such deposits shall be received at any Post Office Savings Bank, and not only at that Branch at which the account was originally opened.

3. Every Depositor, on making a first deposit on his own behalf, shall be required to specify his full name, occupation and residence, and in the case of natives of Africa or India his father's name with tribe or caste and such further particulars as may be considered necessary for future identification, and make and sign the following Declaration, a copy of which Declaration shall be printed within the cover of every Depositor's Pass Book, to be witnessed by some Officer of the Post Office appointed under these rules or by some person known to such Officer, or by a Clergyman or other Minister of Religion resident in the Protectorate, or by a Magistrate or Justice of the Peace. If such Declaration or any part thereof, shall not be true, the Depositor making the same shall be liable to forfeit and loss all right and title to his deposits. But nothing herein contained shall prevent the Governor, or other Officer appointed by him in that behalf, from foregoing the rights of the Crown to such deposits if in his opinion the Depositor made such declaration believing it to be true.

Name Address and occupation of Depositor to be furnished.

Form of Declaration.

<p><b>Pass Book.</b></p> <p>OFFICE.....</p> <p>No. ....</p>
---

S. B. No.....

Declaration by Depositor on Making First Deposit.

In pursuance of the East Africa Post Office Savings Bank Ordinance of 1909 I.....of.....do hereby declare to the Postmaster General that I am desirous on my own behalf of becoming a Depositor in the Post Office Savings Bank. I do further hereby declare that I am not, directly or indirectly entitled to any other deposit in, or benefit from the funds of the East Africa Post Office Savings Bank nor to any sum or sums standing in the name or names of any other person or persons in the book of the said Post Office Savings Bank, save and except such benefit as I may be entitled to from such sum or sums as may be standing in my name as Trustee jointly with the name or names and on behalf of any Depositor or Depositors; and I do hereby also testify my consent that my deposits in the said Savings Bank shall be managed according to the rules thereof.

WITNESS my hand this.....day of.....191.....

Signed by the Depositor in the presence of

Name.....

Address .....

Occupation.....

WHENEVER any Depositor shall declare that he does not desire to receive interest on the money deposited by him he shall make a declaration to that effect in the following form:—

Supplementary Declaration as to interest.

I.....of.....do hereby further declare that unless and until subsequent notice be given to the Postmaster General or person acting on his behalf I do not desire to receive interest on any deposits in the East Africa Post Office Savings Bank and request that Interest shall not be added to any sum or sums of money deposited by me or on my behalf in the East Africa Post Office Savings Bank.

Signature.....

Date.....

Witness.....

Date.....

Whenever a Depositor shall desire to withdraw such last aforementioned declaration he shall make a declaration in the following form, and in such case interest will commence on the first day of the calendar month next following the date of the aforesaid withdrawal.

Form of withdrawal of declaration as to interest.

I.....of.....do hereby declare that I desire to withdraw my declaration made to the Postmaster General dated the..... day of.....191.....in which I declared that I did not desire to receive interest on any deposits in the East Africa Post Office Savings Bank. And I now request that interest may be added to any sum or sums of money deposited by me or on my behalf in the East Africa Post Office Savings Bank.

Signature.....

Date.....

Witness.....

Date.....

If depositor cannot write.

Ownership of amounts deposited by females.

Trust accounts.

4. In all cases in which the signature of the Depositor is required, if the Depositor cannot write, his mark must be affixed in the presence of one or more witnesses, and the attestation must show that the Declaration or other document was first read over and explained to such Depositor.

5. Any deposit made by or in the name of a married Woman, or by or in the name of a woman who may marry after the making of such deposit, shall be deemed to be the separate property of such woman, and the same shall be accounted for and paid to her as if she where an unmarried woman.

6. Deposits may be made by a Trustee on behalf of another person, in the joint names of such Trustee and the person on whose account such money shall be so deposited, but re-payment of the same or any part thereof shall not be made without the receipt and receipts of both the said parties or the survivor or survivors of them, or the Executors or Administrators of such survivors whose receipt and reicepts signed either personally or by Agent appointed by Power of Attorney, which Power of Attorney may be executed by an infant of or exceeding the age of eighteen years, shall alone be a valid discharge, except in the case of insanity or imbecility of the party on whose behalf the deposits were made, when the Postmaster General, may, on proof of the fact to his satisfaction, and provided that no Committee of the Estate of such person shall have been appointed by the Court, allow re-payment to be made to the Trustee alone.

The following declaration to be witnessed as provided for in Rules 3 and 4 must be made in the case of such deposits :—

Form of Declaration by the Trustee of a Depositor.

Pass Book.

OFFICE.....

No.....

S. B. No.....

In pursuance of the East Africa Post Office Savings Bank Ordinance of 1909.

I.....of.....do hereby declare to the Postmaster General that I am desirous of becoming a depositor in the East Africa Post Office Savings Bank as the Trustee of.....of.....and I do further declare that so far as I know, the said.....is not either directly or indirectly entitled to any deposit or benefit from the funds of the East Africa Post Office Savings Bank, save and except such benefit as he may be entitled to from such sum or sums as may be standing in his name or names and on behalf of any other Depositor or Depositors; and I do hereby also testify my consent that my deposits in the said Savings Bank shall be managed according to the rules thereof.

Witness my hand this.....

ay of.....191.....

Signature.....

Address.....

Occupation.....

igned by the said Trustee in my presence

Signature of Witness.....

Address.....

Occupation.....

And in case any such declaration shall not be true, the Depositor making the same shall be liable to forfeit and lose all right and title in or to any deposit and in or to any funds of the East Africa Post Office Savings Bank, provided always that no such forfeiture shall have the effect of depriving any *cestui que* trust of his right to the fund, where the falseness of such declaration was at no time known to the *cestui que* trust.

7. Deposits may be made by, or for the benefit of, any person under 21 <sup>Minors.</sup> years of age and repayment shall be made to such minor after the age of seven years in the same manner as if he were of full age. In the case of Minors under the age of seven years, the Declaration must be made by one of the parents, guardian or a friend on behalf of the minor.

In case of an Officer of the Protectorate being appointed by the Governor, either by name or by the designation of his Office, to administer the estate of a minor under the age of seven years, such Officer may make deposits and withdraw the same and make and do all necessary declarations and acts in respect of such deposits for on behalf of and in the name of such minor. Upon such minor attaining the age of seven years, such deposits as are then standing in his name shall be deemed to have been paid in by such Officer as a Trust Account under Rule 6 and shall be dealt with accordingly.

8. Except as hereinafter mentioned any Depositor wishing to withdraw the whole or part of the sum deposited by him, must make application for the same to the Postmaster General in the following form, a printed copy of which may be obtained at any Post Office Savings Bank. If such application is made in respect of a withdrawal (or withdrawals) of a sum amounting to or exceeding the sum of Rupees seven hundred and fifty then in such case such notice shall be given so many clear days previous to the withdrawal of such sum as the Postmaster General shall specify. The number of days notice required shall be posted for public information at the different branches of the Post Office Savings Bank. <sup>Repayment of deposits with-  
drawals.</sup>

### Form of Application for Withdrawal

#### NOTICE OF WITHDRAWAL.

S. B. No.....

Copy here the name of the Post Office and No. printed on the cover of the Deposit Book.

#### Pass Book.

Office .....

No.....

#### For use at Post Office

No.....

To

The Postmaster General,

Nairobi.

I hereby give notice that I wish to withdraw the sum of \* Rupees..... (Rs.....) from my Deposit Account bearing the above number in the Books of the Post Office Savings Bank and I request that a Warrant may be issued for the above-named sum and made payable to me at the..... Post Office.

NOTE—If the Depositor cannot write his mark must be affixed in the presence of two witnesses and attested by the signature of those witnesses.

Signature

Address

Occupation

of Depositor

Nairobi.....191.....

Warrant No.....To the Postmaster of.....  
 Pay.....of.....the sum of Rupees.....  
 .....on production of his Pass Book on or before the.....day  
 of.....191..... and on his satisfying you that he is the person entitled to the  
 same and charge the amount to this Department.

Entered.....  
 Rs.....  
 Examined.....  
 Stamp of  
 Chief Office.

Postmaster General.

**Depositor's Receipt.**

I hereby acknowledge the receipt of the above-named sum. \*

NOTE—If the Depositor cannot write, his mark must be affixed in the presence of two witnesses and attested by the signatures of those Witnesses.

Signature.

\*This warrant must be signed in the presence of the Postmaster of Paying Office.

Stamp of  
 Paying Office.

Witness.....

1

Witness.....

2

Signature of Paying Officer.

**Important.** This Warrant must be presented for payment within the period specified above as if retained beyond that time it must be cancelled in which case it will become necessary to apply for a fresh warrant. The amount of a Warrant ceases to bear interest on the 1st day of the month in which it is issued.

Such Warrant must be presented by the Depositor, or any person authorised by him (as provided for in these Rules), at the Post Office named within the period specified in the Warrant, together with the Depositor's Pass Book, in which the Postmaster or Officer acting for him shall enter the amount repaid and attest the entry with his signature and the date stamp of his Office. The Postmaster shall take a receipt from the Depositor on the Warrant for the amount paid to him. Except when an account is being closed and subject to the provision mentioned in Rule 9 the Pass Book shall be returned to the Depositor as soon as such entries have been made. In the event of a Depositor alleging the loss of any Warrant the Postmaster General shall issue a new Warrant, but shall not do so before the period mentioned in the original warrant has expired.

Withdrawal on demand of sums not exceeding Rs. 10.

9. The Postmaster General may, from time to time, authorise any Officer or Officers, conducting the business of the Post Office Savings Bank at any place to pay Depositors who have accounts opened at that branch of the Post Office Savings Bank, or who have made recent deposits at that branch of the Post Office Savings Bank and who wish to withdraw sums not exceeding ten Rupees upon presentation of the Depositor's Pass Book without production of a warrant from the Postmaster General provided that the amount to be withdrawn stands to the credit of the Depositor in the Pass Book. The Deposit Book must, in such cases, be handed to the Paying Officer for transmission to the Postmaster General, Nairobi, but shall be returned to the Depositor as soon as such withdrawal has been recorded in the books of the Savings Bank. Pending such record and the return of the book no further sum shall be paid to such Depositor.

Payments on demand shall only be made to the Depositor in person and such Depositor must prove to the Paying Office his identity as the person entitled to receive the amount.

Repayment on Warrant to Depositor unable to attend personally.

10. Repayments shall be made only to the Depositor in person or to the bearer of an Order under his hand, signed in the presence of a Clergyman or other Minister of Religion resident in the Protectorate, of a Magistrate or Justice of the Peace or of two responsible persons known to the Paying Officer or, in the case of sickness, of a duly qualified Medical Attendant. If the Depositor be resident out of the Protectorate, his signature must be verified by a Magistrate Justice of the Peace, or Consular Officer or other constituted authority of the place in which he resides.

Authority to receive the Amount payable on a Warrant when the Depositor is unable to attend personally to receive payment.

Warrant No.....

S. B. No.....

Pass Book.

Office.....

No.....

The Postmaster of.....  
I the undersigned (being the person named in the above described warrant) do hereby authorise and direct..... of..... the bearer of this Order, whose signature is hereunto affixed, to receive on my account the sum of..... due to me (under the above described warrant) for which sum the receipt of the above named person shall be a good and sufficient discharge.  
As Witness my hand, this.....day of .....191.....

Witness.		Person named in the Warrant.	
1.....	.....	.....	Signature.....
2.....	.....	.....	Signature.....
.....	.....	.....	Address.....
.....	.....	.....	Address.....
.....	.....	.....	Occupation.....
.....	.....	.....	Occupation.....

Signature of person authorized to receive payment.....

The Pass Book must accompany this form when sent to the Office of payment with the Warrant.

Non-Liability of Postmaster General identification of depositors.

11. The Postmaster General shall endeavour to prevent fraud and to identify every depositor transacting business with the Post Office Savings Bank; but if any person shall fraudulently represent himself to be a depositor, and if by forwarding the proper notice of withdrawal, and by the presentation of a Depositor's Pass Book, and compliance with the Rules of the Department, shall obtain any sum of money belonging to that Depositor the Postmaster General shall not be responsible for the loss thereof.

When the Postmaster General or other Officer transacting Savings Bank business is unable to identify any person representing himself to be a Depositor, he may, notwithstanding that such person may be in possession of a Depositor's Pass Book require, if he thinks fit, from such person a certificate signed by a Magistrate, Justice of the Peace, or by any two known and respectable residents of the place in which such person resides, declaring the identity of such person with the Depositor mentioned in the Depositor's Pass Book or in the Declaration made pursuant to the provisions of Rule 3.



12. No charge shall be made upon the Depositor for the Pass Books at first supplied to them, or for books issued to them in continuation thereof; but if any Depositor shall lose his book, or permit the same to become in a filthy or undecipherable state, and a new book is necessary, application must be made by him to the Postmaster General by letter, stating the circumstances and forwarding one Rupee to pay for the new book, should the application be granted; and the Postmaster General shall, as he thinks fit, issue a new book or return the Rupee to the applicant.

Depositor's pass book.

13. Every Depositor shall, once in a year, on the anniversary of the day on which he made his first deposit, forward his Pass Book to the General Post Office in a cover to be obtained at any Post Office Savings Bank, in order that the entries in the books of the Postmaster General may be examined and that the interest, if any, due to the Depositor may be inserted in his book.

Annual Transmission of Depositor's Pass Book to the General Post Office.

14. No charge for postage shall be made upon the Depositors for the transmission of their books to the Postmaster General, or for the return thereof to them, or for any application they may have to make for acknowledgment of deposits, or for any application or necessary letter of enquiry respecting the sum deposited by them or replies thereto.

Free Postage.

15. Every Pass Book shall be deemed to be the property of the Postmaster General and shall be delivered up when the account is closed or whenever required by the Postmaster General or by an Officer of the Post Office appointed to act on his behalf.

Pass Book the Property of the Postmaster General.

16. In every communication forwarded to the Postmaster General regarding an Account the name of the Office of Issue and the number of the Account as printed on the Depositor's Pass Book (when such Pass Book shall have been issued) must be furnished.

Particulars of Pass Book to be furnished by Depositor

17. The Postmaster General may on the application of any Depositor transfer Deposits in the Post Office Savings Bank from the name of one person to that of another person, whether the latter has an account or not, but the amount to be transferred to an account must not be such as would cause the total maximum Deposit to exceed a sum of Rs. seven thousand five hundred.

Transfer of Account.

A Depositor desiring to transfer his deposits to another person must apply in writing to the Postmaster General stating whether the intended Transferee is or is not already a Depositor in the Post Office Savings Bank. If the Transferee is a Depositor the applicant must furnish in his letter the particulars of the Transferee's Account as well as the particulars of the Account in which he himself is a Depositor.

Where deposits have been made in the name of one or more persons as Trustee or Trustees for another person whose name is also entered in the title of the Account, upon the application of such last named person, the Postmaster General may in case he should think it just and expedient so to do, remove the name of any Trustee or Trustees from the title of the Account, and may substitute the name of another or other Trustees, in the place thereof, or may enter the Account in the name of the person on whose behalf the deposits were made.

Where the name of a new Depositor or Trustee is substituted such Depositor or Trustee shall make the Declaration required upon the making of a first deposit.

In any case provided for by this rule, the receipt of the persons named in the title of the Account, as altered in manner provided by this regulation, shall be a good discharge to the Postmaster General for any sum standing to the credit of the Account.

18. The Postmaster General may enter into an arrangement with any Government Savings Bank Authority in the United Kingdom or in any British Colony, Possession, or Foreign Country for the transfer of sums standing to the credit of Depositors from such a Government Savings Bank to the East Africa Post Office Savings Bank or from the East Africa Post Office Savings Bank to such a Government Savings Bank.

Transfer of Accounts to or from other Government Savings Banks.

Whenever such an arrangement has been made the Postmaster General may place any amount transferred in pursuance thereof, to the East Africa Post Office Savings Bank to the credit of a Depositor's Account in that Bank, but no amount shall be so credited which shall make the total amount standing to the credit of the account exceed the maximum of Rs. seven thousand five hundred for the time being allowed by the East Africa Post Office Savings Bank Ordinance 1909.

19. In any case of the Transfer of an Account as provided for in Rules 17 and 18 the Postmaster General may decide what deductions or charges shall be made, subject to the limitation that such charge shall in no case exceed the commission which would accrue to the East Africa Protectorate on a Money Order of equivalent value.

## **SAVINGS BANK.**

In accordance with article 10 of the East Africa Post Office Savings Bank Ordinance, 1909, I declare that until further notice the rate of interest payable on Deposits in the Post Office Savings Bank shall be two and a half per cent per annum.

Nairobi,  
30th March, 1910.

E. P. C. GIROUARD,  
Governor.

## **PROCLAMATION.**

### **The Diseases of Animals Ordinance 1906**

In pursuance of the powers conferred upon me by the Diseases of Animals Ordinance, 1906, I hereby declare the area as hereinafter defined to be an infected area for the purposes of the aforesaid Ordinance and the Rules thereunder, namely:—The area of land bounded on the East by the Nairobi Quarantine Fence, on the South by the Railway, on the North and West by the old Kikuyu Road.

Nairobi, E. P. C. GIROUARD,  
Dated this 21st day of March, 1910. Governor.

## **RULE.**

Made by the Governor under the provisions of Section 5 of the East Africa Forestry Regulations 1902.

Nairobi, E. P. C. GIROUARD,  
Dated this 31st day of March, 1910. Governor.

Rule 5 of the Rules under the "East Africa Forestry Regulations 1902," dated December 23rd, 1905, is hereby cancelled and there shall be substituted therefor the rule following:—

- (5) These rules shall apply to the Creeks around Mombasa Island and to the Creeks of Mtwapa, Takaungu and Kilifi.

## **RULES.**

Issued by His Excellency the Governor under the East Africa Townships Ordinance 1903.

Nairobi, E. P. C. GIROUARD,  
Dated this 21st day of March, 1910. Governor.

1. The following rules shall be applied to the Township of Fort Hall.

- (1) Of the Township rules dated 19th May, 1904, made under the provisions of the East Africa Townships Ordinance 1903, and published in the "Official Gazette" of 1st June, 1904, the following:—

**Permits and Licences:**—Rules 3, 4, 5.

**Buildings:**—Rules 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 38, 39, 49, 50, 51, 52.

**Streets and Roads:**—Rules 53, 54, 55, 56, 57, 58.

**Sanitary:**—Rules 64, 65, 66, 67, 71.

**Dangerous or offensive trades:**—Rule 73.

**Stables, cattle sheds, etc:**—Rules 74, 75, 76, 77, 78.

**Removal of carcasses:**—Rules 79, 80, 81.

**Filthy premises:**—Rules 84, 85, 86.

**Laundries:**—Rules 84, 85, 86.

**Holes and Excavations:**—Rules 88, 89.

**Slaughter houses:**—Rules 90, 91, 92, 93, 94, 95, 96.

**Bakeries:**—Rules 97, 98, 99, 100, 101, 102.

**Dairies:**—Rule 103.

**Butchers:**—Rules 107, 108, 109, 110, 111, 112.

**Areated water Manufactures:**—Rules 117, 118, 119, 120, 121,

**Public Markets:**—Rules 126, 127, 128, 129, 130, 131, 132, 133, 135, 141, 143, 144, 145, 146, 147, 148, 149.

**Washing of Clothes:**—Rules 157, 158.

**Cemeteries:**—Rules 159, 160, 163.

**Camps:**—Rules 165, 166, 171.

**Street Noises:**—Rule 177.

**Stray Animals:**—Rule 186.

(2) The Township rules dated 27th November, 1906.

(3) The Township rules dated 28th November, 1906.

2. The following fees shall be levied in the Township of Fort Hall :—

#### **Slaughter House Fees.**

	Rs.	Cts.
For each head of cattle slaughtered ... ..	1	00
For each sheep or goat slaughtered ... ..	0	25

#### **Trades Registration Fees.**

For registration of Laundry man ... ..	1	00
” ” Butcher or meat seller ... ..	1	00
” ” areated water manufacturer ... ..	1	00

#### **Market Fees.**

For each load of produce brought into the market for sale, per diem ...	0	03
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#### **Pound Fees.**

For each Horse, mule, ox, cow, camel or donkey, for the first day ...	1	00
For each succeeding day ... ..	0	50
For sheep, goats, pigs and other animal not herein before mentioned, for each such animal per day ... ..	0	12

#### **Camping Ground Fees.**

For each Tent -/25 cents per diem, but not to exceed Rs. 1/- per week.
For porters tents -/10 cts. per diem, but not to exceed -/50 cents per week.

### **RULE.**

Rules issued by His Excellency the Governor under the East Africa Forestry Regulations 1902.

Nairobi,

E. P. C. GIROUARD,

Dated this 31st day of March, 1910.

Governor.

1. Rules No. 4 of the Rules under the above Regulations published in the “Official Gazette” and dated 11th day of September 1909 is amended as follows by altering “1st day of November and 1st day of April” to “21st day of September and 21st day of June”.

### **NOTICE.**

#### **The Diseases of Animals Ordinance 1906.**

I hereby notify that no permit will be issued for sheep and goats to proceed East of Nakuru until they have been dipped by the Veterinary Department at Nakuru. All sheep and goats coming from Rumuruti shall proceed via Nakuru to be dipped there by the Veterinary Department, and all sheep and goats leaving Rumuruti for Kenya Province shall be dipped by the Veterinary Department at Rumuruti.

Nairobi,

E. P. C. GIROUARD,

Dated 31st day of March, 1910.

Governor.

**NOTICE.**

**Diseases of Animals Ordinance 1906.**

Notice is hereby given under the above Ordinance that the Governor has ordered that all sheep on farms infected with Scab shall be dipped, by and under the supervision of a Veterinary Officer at such intervals as a Veterinary Officer shall deem necessary.

Nairobi,  
Dated 31st day of March, 1910.

E. P. C. GIROUARD,  
Governor.

**NOTICE**

**The Opium Regulations 1902.**

His Excellency the Governor has approved of one Opium Licence being issued at Lamu under the above Ordinance.

The licence will be operative for the period of one year from the 1st April.

**NOTICE.**

The following persons are hereby appointed Headmen under the Village Headmen's Ordinance, 1902 :—

Name.	Village or Group of Villages.
UKAMBA PROVINCE.	
Malungu wa Mutio	Ukazzi.
Kingau wa Kithome	Nu, including Ngieni and Mlawa.
Mukuthu wa Kalekia	Endau.
Mutoni wa Mweu	Mutito, including Boboni and Goiga.
Musili wa Kubungwa	Ndui.

Nairobi,  
March 21st, 1910.

E. P. C. GIROUARD,  
Governor.

**NOTICE.**

His Excellency has been pleased to direct that the "Liquor Ordinance 1909," shall come into force on 1st April, 1910.

By Order  
W. J. MONSON,  
Secretary.

**Licensing Courts under the Liquor Ordinance 1909.**

In addition to the ex-officio members the following appointments to the various Provincial Courts have received His Excellency's approval.

<b>Seyidie Province</b>	The Assistant District Superintendent Police, Mombasa. Hon'ble Mr. A. M. Jiwangi. Mr. A. G. W. Anderson.
<b>Ukamba Province</b>	The District Commissioner, Nairobi. Mr. B. Eastwood. The Town Clerk. Mr. T. A. Wood. Lt. Col. Bell c.m.g. Mr. R. C. Bayldon.
<b>Kisumu Province</b>	The Executive Engineer Public Works Department, Kisumu. Mr. H. O. Savile.
<b>Naivasha Province</b>	Mr. R. Seymour. Mr. H. A. Glass. Mr. F. S. Clarke.

**NOTICE.****Township Fees and Conservancy Ordinance 1908.**

The District Commissioner or Assistant District Commissioner stationed in any Township in respect of which no Town Clerk is then appointed has been authorised by His Excellency the Governor to sue for the recovery of any Conservancy fee due or which may hereafter become due in such Township under the Township Fees and Conservancy Ordinance, 1908.

By Order

Nairobi,  
21st March, 1910.

W. J. MONSON,  
Secretary.

SECRETARIAT,

NAIROBI,

April 1st, 1910.

**APPOINTMENTS.**

His Majesty has been graciously pleased to appoint Mr. Thomas Randall Swift, to be an Unofficial Member of the Legislative Council for a term of two years from the 15th March, 1910.

His Excellency the Governor has been pleased to make the following appointments:—

To be Assistant Postmaster General East Africa and Uganda Protectorates,  
J. Kilingbeck, to date the 5th of February, 1910.

To be Issuer of Stock Removal Permits in the district of Molo,  
Alexander Hugh Miller.

W. J. MONSON,  
Secretary.

**RESIGNATION.**

His Honour Judge Hamilton resignation of the post of additional Wakf Commissioner has been accepted by His Excellency.

**ERRATA.**

"Official Gazette" of 15th March, 1910, Page 109, last line but one for "May" read "March".

"Official Gazette" of 1st February, 1910, Page 50, fifth line from the bottom four words from the end for "for" read "or".

**NOTICE.****Under the Eastern Africa Protectorates (Court of Appeal) Order in Council 1909**

It is hereby notified that the Secretary of State has directed that the seniority of the Judges who are the existing members of His Majesty's Court of Appeal for Eastern Africa shall be as follows:—

Judge	Hamilton
"	Ennis
"	Morris Carter
"	Barth
"	Griffin
"	Bonham Carter

NOTICE

The following are the values fixed for purposes of Export Duty on the respective articles named for the period from 1st April to 30th June, 1910.

Rubber	90 to 100 per frasila of 36 lbs.
Hides	
Calf No. 1.	} 13-50 per frasila of 36 lbs.
„ No. 2.	
Goat skins	} 11 corja of 20 pieces
Kid skins	
Sheep skins	
	6 „ „ „ „
Hippo teeth	36 frasila of 36 lbs.
Rhino horns	180 „ „
Rhino hides	10 „ „
Gum copal white (soated)	18 to 27 „ „
„ „ „ (mixed)	9 to 18 „ „
„ „ „ (siftings)	3 to 9 „ „
„ Red No. 1	18 to 27 „ „
„ „ No. 2	10 to 15 „ „

Custom House  
Mombasa, 14th March, 1910.

F. W. MAJOR,  
Chief of Customs.

NOTICE.

Persons passing goods in transit from Inland Foreign territory through the British East African Protectorate for export at coast ports of that Protectorate, are hereby notified that, in order to avoid delay at the port of export, they should either pay the import duty on the goods in transit at the port of entry into the Protectorate, obtaining a Transit Entry (copy) for them from the Customs Officer at that port, or obtain in suport of the goods a document written in English and signed and sealed by the Customs Authorities at the Inland Foreign port of exit, certifying to the country of origin, port of destination, number of packages and the quantity, in weight measurement or numbers, and description and value of the goods. The document so obtained must be presented to and be retained by Customs Authorities at the final port of exit from the British East African Protectorate.

In the case of goods, unsupported by the document referred to in the preceding paragraph, and duty paid at the British East Africa frontier station, the duty paid thereon will be refunded on satisfactory proof to the Chief of Customs that the goods have been duly exported from the British East African Protectorate.

Custom House  
Mombasa 18th March, 1910.

F. W. MAJOR,  
Chief of Customs.

NOTICE.

The notice dated the 14th March giving the values fixed for purposes of Export duty is amended to the following extent:—

For Rubber Rs. 90/- to Rs. 100/- per frasila of 36 lbs. Read Rubber Rs. 95/- per frasila of 36 lbs.

Custom House  
Mombasa 24th March, 1910.

F. W. MAJOR,  
Chief of Customs.

SWAHILI EXAMINATION.

Mr. C. H. Adams has passed the Lower Standard Swahili Examination.

**NOTICE.****Africa-East-Coast.****PORT MOMBASA.**

A 4th. Order Dioptric Port Light showing a fixed red light will be exhibited on and after 1st July 1910, at Ras Serani; Lat.  $4^{\circ} - 4\frac{1}{2}'$  S. Long.  $39^{\circ} - 41'$  E, in place of the existing red leading light.

The new light will be exhibited from the top of a stone pillar (leading mark) 20 feet high, with horizontal bands, painted black and white, erected immediately behind the existing pillar.

Height focal plane above H. W. O. S. T. 68 feet.

The light should be visible in clear weather from a distance of 8 nautical miles between the bearings (mag) N  $28^{\circ}$  E through north to S  $52^{\circ}$  W.

Mombasa,  
March 24th, 1910.

H. PIDCOCK,  
Port Officer.

**NOTICE.**

The Telegraph Extension from Jinja to Kakindu was completed on 4th March, 1910.

L. E. CAINE,  
Superintendent of Telegraphs.

**NOTICE.**

The Telegraph Extension from Kaptumu to Kapsabet (Nandi) was completed on the 29th instant.

L. E. CAINE,  
Telegraph Superintendent.

**PUBLIC WORKS DEPARTMENT.**

**The following tenders have been accepted under tender No. 84,**

Articles.	Rate.	Unit.	Contractor.
Americani	6.75	Jora	B. E. A. Corporation.
Bicycle tyres	15.75	each	Uganda Company.
Bicycle inner tubes	6.25	each	A. de Figueiredo.
Bicycle repair outfit	0.87	each	Uganda Company.
Bicycle lubricating oil	1.25	tin 12 oz.	Uganda Company.
Bicycle lamp oil	0.60	tin 6 oz.	Uganda Company.
Sait course	0.06	per lb.	Uganda Company.
Bandera	0.20	per yard.	B. E. A. Corporation.
Gunny bags	0.50	each	B. E. A. Corporation.
Kerosine tins empty	0.40	each	Vict: Ny. Agentur.
Lamps hurricane	2.50	each	A. de Figueiredo.
Lamp globes	0.55	each	A. de Figueiredo.
Lamp wick	0.25	each	Uganda Company.
Uniforms for Office boys	6.25	per suit	A. de Figueiredo.
Canvas green, sample No. 1	1.25	} per yard	B. E. A. Corporation.
Canvas green, sample No. 2	1.00		
Arm badges, Public Works Department	5.50	per dozen	A. de Figueiredo.
Bees wax	0.75	per lb.	Uganda Company.
Washing soda	0.12	per lb.	Uganda Company.
Needles sewing	0.12	per dozen	Uganda Company.

Entebbe Uganda,  
March 17th, 1910.

A. McCLURE,  
for Chief Engineer Public Works Department.



**PUBLIC WORKS DEPARTMENT.****Uganda Protectorate. Tender No. 85.**

Tenders are invited for the following :—

Burnt bricks at Entebbe	...	...	...	about 400,000
" " " Kampala	...	...	...	" 600,000
Lime at Entebbe.	...	...	...	" 6,000 cubic feet.

Prices should be quoted at per 1,000 for bricks and at per 100 cubic feet for lime. The bricks to be delivered free at the kilns at Entebbe and Kampala. The lime to be delivered free on the pier at Entebbe, Kampala, Port or Jinja, excluding road and wharfage dues.

2. Sealed tenders should reach the Office of the Chief Engineer, Entebbe on or before April 19th, 1910.

3. The quantities mentioned above are approximate, and the actual quantities purchased may be somewhat more or less than these.

4. The successful tenderer for bricks may be required to begin delivery within one month of the acceptance of his tender and may be required to supply up to 50,000 bricks per month.

5. The successful tenderer for lime will be required to begin delivery within one month of the acceptance of the tender and may be required to supply up to 700 cubic feet per month.

6. The contracts for both bricks and lime will hold good until March 31st, 1911.

7. The Chief Engineer does not bind himself to accept any fixed quantity of the above supplies, nor to accept the lowest or any tender.

Entebbe, Uganda,  
March 18th, 1910.

A. McCLURE,  
for Chief Engineer, P. W. D.

**PLANTS AND SEEDS OF THE FOLLOWING TREES  
WILL BE READY FOR SALE AFTER THE  
1st APRIL 1910.**

Botanical Name.	Common Name.	Seeds Price per 1 lb.		Plants Price per 100	
		Rs.	Cts.	Rs.	Cts.
<i>Acacia cunninghamii</i>	Golden wattle	4	00	3	00
" <i>decurrens</i> .	Black wattle	0	75		
" <i>melanoscydon</i>	Blackwood	10	00	3	00
<i>Casuarina cunninghamiana</i>	Beefwood	12	00	3	00
" <i>quadrivalvis</i>	Beefwood	11	00	3	00
<i>Callitris rhomboidea</i>	Cypress pine	22	00	4	00
" <i>whytei</i>	M'lanji cedar	10	00	4	00
<i>Calodendron capense</i>	Cape chestnut	0	50	3	00
<i>Ceratonia saligna</i>	Carob	12	00	4	00
<i>Cryptomeria japonica</i>	Japanese cedar	12	00	4	00
<i>Chamaecyparis obtusa</i>	Japanese cypress	12	00	4	00
<i>Cedrella toona</i>	Australian cedar	2	00	3	00
<i>Cupressus sempervirens</i>	Cedar			2	00
" <i>guatemalensis</i>	Guatemala cypress	5	00	4	00
" <i>lusitanica</i>	Portuguese cyprees			4	00
" <i>macrocarpa</i>	Monterey cypress	8	00	4	00
" <i>benthamii</i>				4	00
" <i>lindleyi</i>	Lyndley's cypress	4	00	3	00
<i>Dolichandrone hildebrandtii</i>	"Moo"			5	00
<i>Dodonea viscosa</i>	African box			3	00
<i>Eucalyptus botroides</i>		12	00		
" <i>citriodora</i>	Lemon scented gum			4	00
" <i>crebra</i>	Ironbark	14	00	3	00
" <i>ficifolia</i>	Crimson gum			4	00
" <i>maculata</i>	Spotted gum	12	00	3	00
" <i>maideni</i>		12	00		
" <i>melliodora</i>	Yellow box	12	00		
" <i>microcorys</i>	Tallow wood	12	00		
<i>Eucalyptus robusta</i>	Swamp Mahogany	12	00		
" <i>pyramidalis</i>	Blackbutt	12	00		
" <i>punctata</i>		14	00		
" <i>resinifera</i>		14	00		

Botanical Name.	Common Name.	Seeds Price per 1 lb.	Plants Price per 100
<i>Eucalyptus rostrata</i>	Red Gum	12 00	
" <i>saligna</i>		12 00	
" <i>sideroxylon</i>	Iron Bark	14 00	3 00
" <i>siderophloia</i>	"	12 00	3 00
" <i>tereticornis</i>	Red Gum	12 00	
<i>Jacaranda mimosaefolia</i>	Jacaranda	14 00	5 00
<i>Grevillea robusta</i>	Silky Oak		4 00
<i>Juniperus procera</i>	E. A. Cedar	0 75	3 00
<i>Pinus insignis</i>		6 00	5 00
<i>Pinus pinaster</i>	Cluster Pine	6 00	5 00
" <i>kasya</i>		5 00	
" <i>canariensis</i>	Canary Pine	6 00	
" <i>massonia</i>		3 00	
" <i>longifolia</i>	Chir Pine	5 00	
" <i>thunbergia</i>	Thunberg's Pine	5 00	
" <i>merkusii</i>		11 00	
" <i>palustris</i>		11 00	
" <i>mitis</i>	Pitch Pine	18 00	
" <i>Guatemala</i>	Guatemala Pine	3 00	5 00
<i>Prosopis juliflora</i>	Mesquit	14 00	
<i>Pygeum africanum</i>	Red Stink Wood		3 00
<i>Solanum robustum</i>			6 00
" <i>sisymbriifolium</i>			3 00
<i>Syncarpia laurifolia</i>	Turpentine Tree	20 00	
<i>Schinus molle</i>	Pepper Tree		5 00
<i>Tristania conferta</i>		22 00	

In cases where a quotation is given for seeds or plants only it should be understood that seeds or plants only, as the case may be, can be supplied.

The prices for plants are exclusive of the cost of planting trays which will be charged for at the rate of 75 cents each. If these are returned within fourteen days they will be paid for in cash or other young trees.

Application for young trees or seeds should be addressed to the Forest Officer, Nairobi and must be accompanied by a remittance in cash or Postal Order. Cheques cannot be accepted.

D. E. HUTCHINS,  
Chief Conservator of Forest.

#### DEPARTURES.

Name in full.	Rank.	On leave or termination of appointment	Date of departure.	Date due to return Mombasa.
O. F. Watkins	Asst. District Commissioner	Leave	Mar 8th 1910	Aug. 8th 1910
H. L. Sikes	Asst. Engineer P. W. Dept.	"	" 16th "	" 16th "
A. Vos	Overseer Public Works Dept.	"	" 16th "	" 16th "
G. W. Evans	Asst. Agriculture Department	"	" 16th "	Sept. 16th 1910
G. J. Hunt	Head Clerk P. W. Dept.	"	" 16th "	" 16th "

#### NOTICE.

All Applications or Remittances should be sent to the Editor

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## NOTICE RE SITTINGS OF THE HIGH COURT.

His Honour Junge Barth will proceed on circuit and hold a sittings of the High Court at Nairobi on the 18th April, 1910.

### CAUSE LIST.

Criminal Case No. 10 of 1910	Crown	v	Kithii wa Makumi	(Fort Hall)
" " " 13 of "	"	v	Kamau wa Njuguna	(Kiambu)
" " " 14 of "	"	v	Zuo wa Mazara	( " )
" " " 15 of "	"	v	John J. Finnie	(Nairobi)
" " " 16 of "	"	v	Kanzi wa Leo	(Nyeri)
" " " 17 of "	"	v	Mathumbia wa Haria	(Fort Hall)
Confirmation Case 62 of "	"	v	Ngari wa Kamweha.	

### Nairobi District Registry.

Civil Appeal No. 1 of 1910	Jamal Karmali	v	Malum Remtulla Ismail
" " " 2 of 1910	Sadalla bin Stagari	v	Fatuma binti Ali
" " " 38 of 1909	Sherif Abdalla	v	Zwena binti Aded.

### Nairobi District Registry.

Civil Case No. 46 of 1909	C. M. Bunbury	v	Charles Grant
" " 35 of "	Kanji Bhanji and Co.	v	Arab Awad Ahmed
" " 37 of "	R. O. Hamilton	v	Thomas Hawking
" " 41 of "	Dwarkadas and Bishandas	}	v M. M. de Souza
	formerly trading as Dwarkadas and Bishandas		
" " 23 of 1908	Abdul Karim	v	Molvi Abdalla and 2 others
" " 45 of 1909	Abubakar Shegulle	v	J. B. Van de Weyer
" " 1 of 1910	J. B. Van de Weyer	v	Ahmed Allamagan
" " 2 of "	Col: Sir E. P. Girouard	v	R. M. Heron thro: his Attorney E. Powys Cobbs
" " 3 of "	do.	v	R. A. Winearls by his Attorneys Byron & Harrison.
" " 4 of "	T. A. Wood	v	P. A. Raphael

NOTE:—Objections to the Jury List will be heard at 10 a.m. on the opening day of the sittings at Nairobi.

HIS HONOUR THE PRINCIPAL JUDGE will proceed on circuit and hold a sitting of the High Court at the places in the order and on the approximate date set out below:—

### CAUSE LIST.

#### Nairobi 25th April

#### District Registry of the High Court at Nairobi:—

Civil Case No. 27 of 1908 Kischanchand s/o Dittu Mall v J. W. Barth and the Administrator General.

#### Naivasha 29th April.

Criminal Case No. 8 of 1910 Crown v Keshuki wa Kehonga.

#### Nakuru 2nd May.

Objections to the Jury List will be heard at 10 a.m.

#### Kericho 5th May.

Criminal Case No. of 1910 Crown v Indra Mangal.

#### Kisii 11th May.

Criminal Case No. 11 of 1910 Crown v Onchonga s/o Mariwa.

#### Kisumu 17th May.

Objections to the Jury List will be heard at 10 a.m.

#### District Registry of the High Court at Kisumu:—

Civil Case No. 2 of 1909 Mahbob Gul v Societa Coloniale Italiana and C. W. Haywood.  
" " " 1 " " Abdul Wahed v Maliabob Gul 2 Serbiloukhan and 3 Noor Ahmed  
formerly trading as Mohabab Gul.

Mombasa,

March 24th, 1910.

WARREN S. WRIGHT,

Registrar, High Court.

EAST AFRICA PROTECTORATE.  
IN THE DISTRICT DELEGATE'S COURT, AT NAIROBI.

PROBATE AND ADMINISTRATION.

CAUSE No. 3 OF 1910.

RE: THE ESTATE OF BENJAMIM CLAUDINO SEQUEIRA DECEASED.

Pursuant to an order of the District Delegate of Nairobi dated the 22nd day of March 1910, granting letters of administration in the estate of the above-named deceased to Elvira Rodrigues Siqueira, all persons having any claim against the estate of the above-named BENJAMIM CLAUDINO SIQUEIRA are required to send in their claims to Messrs Ghandy & Gimi pleaders for Elvira Rodrigues Siqueira on or before the 30th June, 1910, after which date no claims will be entertained and the estate will be distributed according to law.

Nairobi,  
24th March 1910.

GHANDY & GIMI,  
Pleaders for the Administratrix.

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PROBATE AND ADMINISTRATION.

CAUSE No. 19 OF 1910.

IN THE MATTER OF THE ESTATE OF L. F. DRAKE DECEASED.

Pursuant to an order of the High Court of East Africa at Mombasa dated the 9th day of March, 1910 granting Letters of Administration in the estate of the above named deceased to the undersigned.

ALL person having any claim against the estate of the above named deceased are required to prove such claims before me the undersigned on or before the 15th day of May, 1910, after which date claims not proved will not be considered and the estate will be distributed according to law.

Mombasa,  
9th March, 1910

J. W. H. PARKINSON,  
Administrator General.

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PROBATE AND ADMINISTRATION.

IN THE MATTER OF MOWLABUX s/o JAMA DECEASED.

To all to whom it may concern.

Take notice that on or after the 15th day of April, 1910, I intend to apply to the High Court of East Africa at Mombasa for an order to administer the estate of the above named MOWLABUX s/o JAMA who died at Kitui on the 29th day of June, 1909.

Mombasa,  
14th March, 1910.

J. W. H. PARKINSON,  
Administrator General.

---

PROBATE AND ADMINISTRATION.

IN THE MATTER OF HUGH LEIGH MORDANT DECEASED.

To all to whom it may concern.

Take notice that on or after the 15th day of April 1910, I intend to apply to the High Court of East Africa at Mombasa for an order to administer the estate of the above named HUGH LEIGH MORDANT who died at Nairobi on the 30th day of December 1909.

Mombasa,  
22nd March, 1910.

J. W. H. PARKINSON,  
Administrator General.

## IN THE TOWN MAGISTRATE'S COURT, AT NAIROBI.

## INSOLVENCY JURISDICTION.

## CAUSE No. 2 OF 1909.

IN THE MATTER OF MAJOR C. C. BOILEAU.

WHEREAS in the Town Magistrate's Court at Nairobi on 24th March, 1909, the said Major C. C. BOILEAU was by the order of the Court declared an insolvent AND WHEREAS the said insolvent has applied to this Court for his discharge.

NOTICE IS HEREBY GIVEN under Section 44 (1) of the Provincial Insolvency Act of 1907, that the said application will be heard in the Town Magistrate's Court on 21st day April 1910, at 10 a.m  
Nairobi,

G. H. PICKERING,

Town Magistrate.

Dated this 24th day of March, 1910.

## EAST AFRICA PROTECTORATE.

## IN THE HIGH COURT AT MOMBASA.

IN RE JAMAL SULEMAN VIRJI DECEASED.

Notice is hereby given that the business formerly carried on by the deceased under the name of "JAMAL SULEMAN VIRJI" will be continued by Mohamed Jamal Suleman Virji the son and heir of the deceased under the name of "M. J. Suleman Virji" all claims against the firm Jamal Suleman Virji, must be sent into the undersigned before the 30th of April next.

MOHAMED JAMAL,

Administrator.

NOTE—The above estate and business has no connection with the firm of Messrs. Suleman Virji & Sons.

## IN THE HIGH COURT OF EAST AFRICA AT MOMBASA.

## INSOLVENCY JURISDICTION.

## CAUSE No. 1 OF 1910.

IN RE: ISHMAIL AHMED, NATHU AHMED AND JAMAL HABIB TRADING AS ISHMAIL AHMED &amp; CO.

To All to whom it may concern.

Take notice that the High Court of East Africa by an order dated the 16th day of March 1910, adjudged the said Ishmail Ahmed, Nathu Ahmed and Jamal Habib trading as Ishmai, Ahmed & Company insolvent and appointed the undersigned Receiver.

Further take notice that all property of the said Ishmail Ahmed, Nathu Ahmed and Jamal Habib trading as Ishmail Ahmed and Co. (save and except that property exempted by the Code of Civil Procedure) is vested in the undersigned as receiver, and all persons indebted to the said Ishmail Ahmed and Company are required to pay the respective amounts due by them to the undersigned at Mombasa.

Dated this 18th day of March, 1910.

J. W. H. PARKINSON,

Official Receiver, Seyidie Province.

## IN THE HIGH COURT OF EAST AFRICA AT MOMBASA.

## CIVIL CASE No. 15 OF 1910.

IN THE MATTER OF THE INDIAN COMPANIES ACT VI OF 1882

AND

IN THE MATTER OF AFRO AMERICAN TRADING AND NAVIGATION COMPANY.

TAKE NOTICE that by order of His Honour Judge Hamilton made herein on the 18th March 1910, the date of hearing of the Petition for the winding up of the above named Company has been altered to the 25th of July 1910.

A. MORRISON,

Pleader for the Petitioner.

## EAST AFRICA PROTECTORATE.

Comparative Statement of the REVENUE of the East Africa Protectorate,

for the period ended 31st January, 1910.

Heads of Revenue.					Estimates 1909-10.	Actual Revenue to 31-1-10.	Revenue for same period of preceding year.	Increase.	Decrease.
					£	£	£	£	£
Customs	...	...	...	...	62,300	52,090 <sup>(1)</sup>	64,404	...	12,314
Port, Harbour, Wharf, &c.	...	...	...	...	600	504	434	70	...
Licences, Excise, &c.	...	...	...	...	119,051	109,566	92,828	16,738	...
Fees of Court, &c....	...	...	...	...	19,403	14,082	14,015	67	...
Post Office and Telegraphs	...	...	...	...	20,760	17,562	16,908	654	...
Government Railways	...	...	...	...	266,500	192,783	188,514	4,269	...
Rents	...	...	...	...	13,534	9,503	8,101	1,402	...
Interest	...	...	...	...	745	344	771	...	427
Miscellaneous Receipts	...	...	...	...	5,750	5,548	4,406	1,142	...
Sale of Government Property	...	...	...	...	3,290	2,708	602	2,106	...
Land Sales	...	...	...	...	1,744	1,781	2,854	...	1,073
Total ... £					513,677	406,471	393,837	26,448	13,814
Loan Receipts ... £					Nil	Nil			

Nairobi,  
29th March, 1910.

C. C. BOWRING,  
Treasurer.

(1) £15,525 Customs Import Duties transferred to Uganda Protectorate in respect of duties collected at Mombasa on goods imported into Uganda for the period ended 31st December, 1909. In former years this revenue was credited to the East Africa Protectorate.

## EAST AFRICA PROTECTORATE.

Comparative Statement of the EXPENDITURE of the East Africa Protectorate,  
for the period ended 31st January, 1910.

Heads of Expenditure.	Estimated Expenditure 1909-10.	Actual Expenditure 31-1-1910.	Expenditure for same period of preceding year.	Increase.	Decrease.
Rent and Interest to H. H. the Sultan	17,000	17,000	17,000	...	...
Pensions ...	1,171	1,537	909	628	...
His Excellency the Governor ...	5,122	4,633	3,592	1,041	...
Lieut-Governor and Secretariat ...	5,793	4,388	4,293	95	...
Official Gazette, Printing & Stationery	5,619	6,815	5,782	1,033	...
Provincial Administration ...	69,795	56,123	46,525	9,598	...
Ditto. Special Expenditure ...	1,150	334	...	334	...
Treasury ...	7,993	6,274	6,013	261	...
Customs Department ...	9,449	6,828 <sup>(1)</sup>	8,962	...	2,134
Port and Marine Departments ...	10,884	4,302	9,966	...	5,664
Ditto „ „ Special Expenditure	1,380	257	660	...	403
Audit Department ...	2,892	1,624	1,977	...	353
Legal Departments ...	13,783	9,450	9,139	311	...
Police ...	53,970	30,370	34,839	...	4,469
Prisons ...	12,191	8,801	8,166	635	...
Medical Departments ...	13,122	10,725	8,851	1,874	...
Ditto Special Expenditure ...	2,620	664	252	412	...
Hospitals and Dispensaries ...	10,852	7,715	7,705	10	...
Ditto Special Expenditure ...	300	130	33	97	...
Education ...	4,716	1,640	1,136	504	...
Transport ...	2,996	2,181	2,028	153	...
Military Expenditure ...	50,333	25,898	32,417	...	6,519
Ditto Special Expenditure ...	435	248	10,553	...	10,305
Miscellaneous Services ...	2,550	2,351	2,003	348	...
Bombay Agency ...	825	608	596	12	...
Post Office and Telegraphs ...	26,626	20,874	19,029	1,845	...
Ditto Special Expenditure ...	400	309	251	58	...
Railway Departments ...	196,120	139,569	136,291	32,78	...
Ditto Special Expenditure ...	24,200	8,953	26,426	...	17,473
Agricultural Department ...	21,961	17,033	13,780	3,253	...
Ditto Special Expenditure ...	6,009	3,057	12,800	...	9,743
Forestry and Scientific Departments	14,685	11,599	11,074	525	...
Ditto Special Expenditure ...	1,400	1,481	602	879	...
Immigration Department ...	895	579	558	21	...
Survey Department ...	20,024	14,914	12,421	2,493	...
Ditto Special Expenditure ...	1,727	1,517	990	527	...
Land Office ...	9,247	6,088	6,108	...	20
Public Works Department ...	18,725	13,635	12,275	1,360	...
„ „ Recurrent ...	28,379	22,995	21,281	1,714	...
„ „ Extraordinary ...	34,684	32,402	47,400	...	14,998
Abolition of Slavery ...	6,000	11,159	5,477	5,682	...
<b>Total £</b>	<b>718,023</b>	<b>51,7060</b>	<b>550,160</b>	<b>38,981</b>	<b>72,081</b>
Expenditure out of Loans... £	Nil.	Nil.			

Nairobi,

29th March, 1910.

C. C. BOWRING,

Treasurer.

(1) £2,400 recovered from the Uganda Protectorate as reimbursement for the cost of collecting Import duties on behalf of Uganda at Momoasa for the period ended 31st December, 1909. In former years East Africa retained these duties and bore the whole cost of collection.

# EAST AFRICA PROTECTORATE.

*Statement of Assets and Liabilities as at 31st January, 1910.*

ASSETS.						Amount.			LIABILITIES.						Amount.		
						£.	s.	d.							£	s.	d.
Advances	...	...	...	...	...	14,242	0	0	Suspense	...	...	...	...	...	2,448	0	0
Unallocated Stores	...	...	...	...	...	48,548	0	0	General Post Office, London	...	...	...	...	...	1,456	0	0
Unallocated Trade Goods	...	...	...	...	...	51	0	0	„ „ „ Natal	...	...	...	...	...	349	0	0
Subsidiary Silver Coinage	...	...	...	...	...	1,203	0	0	Drafts and Remittances	...	...	...	...	...	6,334	0	0
Subsidiary Nickel and Aluminium Coinage	...	...	...	...	...	8,349	0	0	Deposits	...	...	...	...	...	32,322	0	0
Copper Coinage	...	...	...	...	...	5,690	0	0	Excess of Assets over Liabilities	...	...	...	...	...	145,242	0	0
Investments	...	...	...	...	...	30,852	0	0									
Cash	...	...	...	...	...	79,216	0	0									
Total £						188,151	0	0	Total £						188,151	0	0

Nairobi,  
29th March, 1910.

C. C. BOWRING,  
Treasurer.



Statement showing number of trade packages and value in Rupees of various articles imported into Mombasa during January, 1910.

ITEMS.			Number of Packages.	Value in Rupees.	ITEMS.			Number of Packages.	Value in Rupees.
Agricultural implements ... No. of packages			969	32,486	<b>LIVE STOCK:—</b>				
Ale and beer ... .. gallons			694	1,622	Brought forward ...				4,53,628
Ammunition ... .. cartridges			67,725	7,963	Horses ... .. numbers			77	13,125
Apparel ... .. packages			95	15,647	Mules ... .. "			.....	.....
Bags and sacks ... .. numbers			25,424	7,615	Camels ... .. "			20	1,069
Beads ... .. lbs.			14,094	5,931	6 Dogs & 2 Cats ... .. "			8	265
Books, maps and printed matter ... packages			19	1,756	Donkeys ... .. "			1	40
Boots and shoes ... .. pairs			604	2,130	Sheep ... .. "			8	42
Brass and copperwares ... .. packages			256	12,889	Goats ... .. "			176	927
Building materials ... .. "			1,772	25,692	Pigs ... .. "			3	5
Coal ... .. tons			.....	.....	Poultry ... .. "			33	210
Cotton goods ... .. yards			7,90,406	1,97,171	Machinery and parts of ... No. of packages			40	3,349
Cotton yarns ... .. lbs.			5,292	1,324	Provisions of all sorts ... .. "			7,203	53,250
Drugs, medicines and chemicals ... packages			357	15,229	Salt ... .. cwts.			1,800	2,323
Earthen and glasswares ... .. "			569	18,136	Seeds and plants for cultivation ... packages			18	1,110
Fire arms ... .. numbers			137	20,449	Silk goods ... .. yards			767	1,060
Furniture ... .. packages			123	12,368	Spirits and liqueurs ... .. gallons			2,193	13,667
<b>GRAIN:—</b>					Sugar ... .. cwts.			4,856	57,291
Rice ... .. cwts.			4,343	32,737	Motor Cars etc. ... .. packages			4	1,238
Flour ... .. "			2,662	15,102	Tea ... .. lbs.			13,001	8,211
Wheat ... .. "			125	1,069	Tobacco ... .. "			26,496	17,121
Dhall (pulse) ... .. "			181	1,242	Wines ... .. gallons			513	4,535
Other sorts ... .. "			220	919	Wood ... .. tons			17	1,905
Gun powder ... .. lbs.			.....	.....	Woollen goods ... .. yards			1,630	3,573
Iron and steelware ... .. packages			1,432	18,899	All other sorts ... .. packages			2,368	1,02,849
Kerosine oil ... .. gallons			23,276	5,252	Goods in transit & transhipment ... .. "			3,135	7,40,739
Carried forward...			...	4,53,628	Total Rupees ...			...	9,51,234

Total value of trade imports in January, 1909

... Rs. 8,13,090

Total increase in value

... " 1,38,144

F. W. MAJOR,  
Chief of Customs.

# EAST AFRICA PROTECTORATE.

Statement showing number of trade packages and value in Rupees of trade goods re-exported from Mombasa to different countries during January, 1910.

ITEMS			Quantity.	Portugal Colonies.	United States of America.	German East Africa.	Zanzibar.	Miscellaneous. Ports of Asia.	India.
			Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
Ale and beer	...	No. of packages	.....			.....			
Ammunition	...	„ cartridges	.....			.....			
Apparel	...	„ packages	4			715			
Beads	...	„ lbs.	2,800			992			
Wood	...	„ tons	15½			802			
Brass and copperwares	...	„ packages	10			847			
Building materials	...	„ „	19			294			
Cotton goods	...	„ yards	77,542			19,742	441		77
Cotton yarns	...	„ packages	1			146			
Earthen and glasswares	...	„ „	2			141			
Firearms	...	Numbers	.....			.....			
Rice	...	„ cwts.	149			873	200		
Flour	...	„ „	39			241	56		
Wheat	...	„ „	.....			.....			
Other sorts of grain	...	„ „	.....			.....			
Iron and steelwares	...	„ packages	7			246			
Kerosine oil	...	„ gallons	376			172			
Horses	...	Numbers	.....			.....			
Machinery and parts of	...	„ packages	2			.....			235
Provisions of all sorts	...	„ „	18			398	320	700	
Spirits and liqueurs	...	„ gallons	24	125		130	75		
Sugar	...	„ cwt	17			165			
Tea	...	„ lbs.	360			242			
Tobacco	...	„ „	192			188			
Wines	...	„ gallons	13			120			
All other sorts	...	„ packages	75			1,438	309		
Total Rupees				125		27,892	1,401	700	312

Total value of Re-exported goods ... Rs. 30,430

F. W. MAJOR,  
Chief of Customs.

April 1, 1910.

THE OFFICIAL GAZETTE

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# EAST AFRICA PROTECTORATE.

Statement showing value in Rupees of various articles exported from Mombasa, during January, 1910.

ITEMS.				Value in Rupees.	ITEMS.				Value in Rupees.
Ivory	E. A. Protectorate	...	...	14,131	Brought forward	...	...	...	8,20,941
"	Uganda	...	...	48,682	Borities	E. A. Protectorate	...	...	1,000
"	G. E. Africa	...	...	580	Fire wood	"	"	...	30
"	Congo Free State	...	...	27,664	Mangrove bark	"	"	...	4,303
Rubber	E. A. Protectorate	...	...	41,771	Copra	"	"	...	28,447
"	Uganda	...	...	55,156	Coffee	"	"	...	4,183
"	G. E. Africa	...	...	38,356	"	Uganda	"	...	1,445
Gum-Copal	E. A. Protectorate	...	...	2,090	"	G. E. Africa	...	...	12,035
Horns, Rhinoceros	"	...	...	750	Potatoes	E. A. Protectorate	...	...	4,150
"	G. E. Africa	...	...	100	Chillies	Uganda	"	...	12,991
" Other sorts	E. A. Protectorate	...	...	1,806	Fibres	E. A. Protectorate	...	...	2,584
"	Uganda	...	...	57	Wax	"	"	...	2,440
"	G. E. Africa	...	...	259	"	Uganda	"	...	403
Teeth, Hippopotamus	E. A. Protectorate	...	...	158	"	G. E. Africa	...	...	14,457
"	Uganda	...	...	21	Ostrich Feathers	E. A. Protectorate	...	...	150
"	G. E. Africa	...	...	68	<b>Grains</b>				
Hides, ox	E. A. Protectorate	...	...	64,811	Millet	"	"	...	30
"	Uganda	...	...	35,515	Maize	"	"	...	8,706
"	G. E. Africa	...	...	1,11,303	Beans	"	"	...	2,033
" Sheep	E. A. Protectorate	...	...	3,375	Sim sim	"	"	...	4,002
"	Uganda	...	...	5,422	"	Uganda	"	...	6,208
"	G. E. Africa	...	...	3,933	"	G. E. Africa	...	...	118
" Goats	E. A. Protectorate	...	...	41,076	Groundnuts	E. A. Protectorate	...	...	1,415
"	Uganda	...	...	42,902	"	Uganda	"	...	3,162
"	G. E. Africa	...	...	68,703	"	G. E. Africa	...	...	13,287
Wild animal skins	E. A. Protectorate	...	...	3,790	Pulse	E. A. Protectorate	...	...	3,795
"	Uganda	...	...	20	Ghee	"	"	...	981
"	G. E. Africa	...	...	450	"	Uganda	"	...	.....
<b>Live stock</b>					"	G. E. Africa	...	...	4,011
Cattle	E. A. Protectorate	...	...	611	Cocoanuts	E. A. Protectorate	...	...	340
Donkeys	"	"	...	750	Cotton seed	E. A. Protectorate	...	...	3,538
Goats	"	"	...	240	"	Uganda	"	...	4,288
Tortoise Shells	"	"	...	100	" cake	"	"	...	532
Cotton	"	"	...	17,826	Carbonate of Soda	E. A. Protectorate	...	...	300
"	Uganda	...	...	1,82,097	Sundries	"	"	...	6,803
"	G. E. Africa	...	...	6,368	"	Uganda	"	...	532
					"	G. E. Africa	...	...	137
Carried forward				8,20,941	Total Rupees				9,73,777

Total value of exports in January, 1909

Total decrease in value

... Rs. 3,06,338

... " 6,67,439

F. W. MAJOR,  
Chief of Customs.

## EAST AFRICA PROTECTORATE.

Statement showing value in Rupees of Imports made into Mombasa,

from different countries during January, 1910.

COUNTRIES.	Value in Rupees.
United Kingdom ... ..	2,48,496
India and Burmah ... ..	1,67,201
Ceylon ... ..	7,872
Mauritius ... ..	3,310
Zanzibar ... ..	777
Uganda Protectorate... ..	.....
South African Colonies ... ..	4,244
Australian Colonies ... ..	1,319
Austria ... ..	50,557
Belgium ... ..	19,009
France and French Colonies ... ..	13,549
Germany ... ..	1,35,280
Holland ... ..	9,412
Italy ... ..	6,764
Sweeden ... ..	.....
Portugal and Portuguese Colonies	258
Russia ... ..	1,598
Switzerland ... ..	3,895
Miscellaneous Ports of Europe ... ..	47,87
Miscellaneous Ports of Asia ... ..	32,600
United States of America ... ..	28,572
German East Africa ... ..	1,194
Other British Possessions ... ..	.....
Italian East Africa ... ..	99
	7,40,793
Goods in transit & Transhipment...	2,10,441
Total value Rupees ...	9,51,234

F. W. MAJOR,  
Chief of Customs.

## DISSOLUTION OF PARTNERSHIP.

Public notice is hereby given that we the undersigned as per our mutual agreement have settled that the assets and liabilities of Shop carried under the name and Style of Rammal Badridass at Mombasa have been taken possession of by Rammal Shibdyal and Badridass shall have no connection whatever in the said shop from 13th day of March, 1910.

Nairobi  
15th March, 1910.

RAMMAL SHIBDYAL  
BADRIDASS WAZIKA.

## UGANDA RAILWAY.

### NOTICE.

#### Additional Mixed train service on and from 1st April, 1910.

Public Notice is hereby given that additional mixed trains will run on and from 1st April 1910, over the various sections of the system as follows:—

#### 1. Mombasa-Nairobi section:—

An “Up” mixed will leave Mombasa on Saturdays, running through to Nairobi only, to usual mixed train timings.

A “Down” mixed will leave Nairobi on Fridays, running through to Mombasa to usual mixed timings. This train will connect with the additional mixed train leaving Port Florence on Thursdays.

#### 2. Nairobi-Nakuru-Port Florence section:—

##### *Up trains.*

On Mondays an “Up” mixed running to goods speed will leave Nairobi at 14.30 hours and is timed to leave the intermediate stations as follows:—

Kikuyu	16—10	
Limoru	17—10	
Escarpment	18—10	
Kijabe	18—55	
Naivasha	Arr. 20—05	
	Dep. 21—05	
Gilgil	Dep. 22—45	
Elmenteita	—05	Tuesday
Nakuru	Arr. 1--30	

N.B.—Dinner can be provided at Naivasha railway station on due notice being given.

From Nakuru this train will continue through to Port Florence leaving at 5.45 and running to the same timing as Fridays up mixed.

##### *Down trains.*

3. On Thursdays a down mixed will run from Port Florence to Nairobi to the present timing of Tuesdays and Fridays through trains *i.e.* leaving Port Florence at 9.15 and arriving at Nairobi at 11.45 Friday, and connecting with the new Friday's down mixed to Mombasa.

4. The present 15 hours Up Local, on Mondays, from Nairobi will be discontinued.

By Order,

Traffic Manager's Office,  
Nairobi, 9th March, 1910.

A. E. CRUICKSHANK,  
Traffic Manager.

## UGANDA RAILWAY.

### Mangrove Timber.

The Locomotive Superintendent of the Uganda Railway is prepared to receive tenders for the supply of Mangrove timber for fuel for the Uganda Railway.

The amount required is 5,000 tons delivered into trucks at Kilindini wharf

Tender should state the period within which they are prepared to deliver this amount and the rate per ton. For further particulars apply to the Locomotive Superintendent, Uganda Railway, Nairobi.

The Locomotive Superintendent does not bind himself to accept the lowest or any tender.