



THE  
OFFICIAL GAZETTE  
OF THE  
COLONY AND PROTECTORATE OF KENYA.

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

[Vol. XXIII.—No. 756]      NAIROBI, February 9, 1921.

[PRICE 25 CENTS]

Registered as a Newspaper at the G. P. O.

Published every Wednesday.

TABLE OF CONTENTS.

	PAGE.
Govt. Notice No. 34—Arrivals, Departures and Appointments, etc. ...	88
Ordinance No. 1 of 1921—An Ordinance to make Provision for the Settlement of Discharged Soldiers on Crown Lands and for other Incidental Purposes ...	89-92
„ „ 2 of 1921—An Ordinance to further Amend “The Customs Tariff Ordinance, 1909 ...	92
Proclamation No. 16—The East Africa Fugitive Offenders Order-in-Council, 1920 ...	93
„ „ 17—Under The East Africa Outlying Districts Ordinance, 1902 ...	94
„ „ 18—The East Africa Wild Birds Protection Ordinance, 1903 ...	94
„ „ 19—The Customs Ordinance, 1910 ...	94
Proclamation Nos. 20-23—The Diseases of Animals Ordinance, 1906 ...	94-95
Govt. Notice No. 35—The East Africa Marriage Ordinance, 1902—Notice ...	95
„ „ „ 36—Article 304 of the Treaty of Peace with Germany—Anglo-German Mixed Arbitral Tribunal ...	95-100
„ „ „ 37—Confirmation of Ordinance (No. XXII of 1920) ...	101
„ „ „ 38—The Native Authority Ordinance, 1912—Appointment of Official Headman... ..	101
„ „ „ 39—The Native Authority Ordinance, 1912—Cancellation of Appointment of Official Headman... ..	101
„ „ „ 40-41—The Native Authority Ordinance, 1912—Appointment of Official Headmen ...	101
„ „ „ 42—The Native Authority Ordinance, 1912—Cancellation of Appointment of Official Sub-Headman ...	101
Gen. Notices Nos. 155-171—Miscellaneous Notices ...	102-110

## GOVERNMENT NOTICE No. 34.

## ARRIVALS.

Name.	Rank.	From leave or on 1st Appointment.	Date of leaving England.	Date of Embarkation.	Date of arrival at Kilindini.
H. W. Gray	District Commissioner	Leave	Dec. 23rd, 1920	Dec. 23rd, 1920	Jan. 24th, 1921
A. Walker	Laboratory Supdt.	"	do	do	do
C. B. Thompson	Asst. District Commissioner	"	do	do	do
F. V. Hodgson	Asst. Treasurer	"	do	do	do
R. L. Creery	Veterinary Officer	1st appointment	do	do	do
E. T. Thomas	Clerk, P. W. D.	"	do	do	do
C. H. Lamb	Draughtsman, Survey Dept.	"	do	do	do
C. V. Braimbridge	Medical Officer	"	do	do	do
E. Edmonds	Dispenser, Medical Dept.	"	do	do	do
F. H. Harris	Draughtsman, Uganda Rly.	"	Dec. 27th, 1920	Jan. 4th, 1920 *	do

\* Date of leaving Marseilles.

## DEPARTURES.

Name.	Rank.	On leave or termination of appointment.	Date of Departure.
Capt. T. F. Linnell	Asst. Engineer, Uganda Railway	Leave	January 26th, 1921.
A. Boy	Assistant Inspector, Police	"	do
Mrs. S. A. Van Gaalen Nee Wilkinson	Female Postal Clerk and Telegraphist	"	do

## APPOINTMENTS.

S. 935.  
FRANCIS WHITEMORE ISAAC, Senior Commissioner, to exercise the powers and perform the duties of a Resident Commissioner in Nakuru District, with effect from the 1st of January, 1921.

S. 1562.  
ARTHUR MORTIMER CHAMPION, to be Resident Commissioner, Naivasha, with effect from the 26th of January, 1921.

S. 238.  
WILLIAM FENWICK, to be Assistant District Commissioner, Machakos, Ukamba Province, with effect from the 19th of January, 1921.

S. 21698.  
GILBERT COCKSHUTT HEATHCOTE, to be Assistant District Commissioner, North Kavirondo, Nyanza Province, with effect from the 24th of January, 1921.

S. 31349.  
ERNEST KNIGHTLY CATCHPOLE, to be Assistant Superintendent of Police, with effect from the 20th of December, 1920.

S. 21573.  
JOHN HERBERT MCQUADE, to be Assistant in the Customs Department, with effect from the 2nd of July, 1920.

S. 21755.  
CHRISTOPHER FRANCIS BATTISCOMBE, to be Headmaster, Ukamba Native Schools, Machakos, with effect from the 1st of January, 1921.

S. 19462.  
HERBERT LEO BRADSHAW, to be Assistant Master, Education Department, with effect from the 1st of September, 1920.

S. 22186.  
ROBERT MCKAY, to be Assistant Master, Education Department, with effect from the 20th of December, 1920.

S. 21919.  
LEONARD MCARTHUR RANGDALE GORDON, to be Assistant Master, Education Department, with effect from the 24th of November, 1920.

S. 10032.  
RICHARD WILFRED WOTTON, to be Acting Headmaster Central School, Eldoret, with effect from the 1st of May, 1920.

S. 3518.  
JOHN TWELLS, to be Acting Headmaster, European School, Nairobi, with effect from the 30th of June, 1920.

S. 19462.  
HERBERT LEO BRADSHAW, to be Acting Headmaster, Arab School, Mombasa and Inspector of Coast Education, with effect from the 1st of September, 1920.

S. 22186.  
ROBERT MCKAY, to be Acting Headmaster, European School, Nakuru, with effect from the 20th of December, 1920.

## TRANSFER.

S. 21698.  
GILBERT COCKSHUTT HEATHCOTE, to be Assistant District Commissioner, Colony of Kenya, with effect from the 26th of November, 1920, on transfer from the Gold Coast Colony.

## SWAHILI EXAMINATION.

S. 46/V.  
LOWER STANDARD SWAHILI (Pass).  
R. PEDRAZA, Assistant District Commissioner.

SECRETARIAT,

NAIROBI,

February 9th, 1921.

W. K. NOTLEY,  
Acting Colonial Secretary.

## COLONY AND PROTECTORATE OF KENYA.

## AN ORDINANCE.

No. 1 OF 1921.

Assented to in His Majesty's name this 5th day of February, 1921.

EDWARD NORTHEY,  
*Governor.*

**An Ordinance to make Provision for the Settlement of Discharged Soldiers on Crown Lands and for other Incidental Purposes.**

BE it enacted by the Governor of the Colony of Kenya, with the advice and consent of the Legislative Council thereof:—

1. This Ordinance may be cited as "The Crown Lands Short title. (Discharged Soldiers Settlement) Ordinance, 1921," and shall be read as one with the Crown Lands Ordinance, 1915, herein referred to as "the Principal Ordinance."

2. In this Ordinance unless inconsistent with the context Definitions. or subject matter:—

(1) "Discharged soldier" means any person who is a British subject of purely European extraction and who has served during the present war in the naval, military or air forces of the United Kingdom, or of any of the British Colonies or Protectorates, or of the self-governing British Dominions, or who has served at one of the seats of war in either the naval, military or air forces of any of the Powers in alliance with His Majesty or who has served as a nurse with any of the said forces, or who has served in any of the recognised women's service corps, including the Land Army of His Majesty or of any of the Powers in alliance with His Majesty, and the term shall also include any person still serving with any of the said forces.

(2) "Prescribed" means prescribed by this Ordinance or the Rules.

(3) "Rules" mean rules under this Ordinance.

3. Discharged soldiers approved by the Governor, may be Eligibility of granted land under this Ordinance. applicants.

4. (1) The Land Officer with the approval of the Governor Land to be reserved. may from time to time, by notification in the Gazette, reserve farms to be leased to discharged soldiers. Provided that such leases shall not be sold at auction but shall be allotted to discharged soldiers named by the Governor.

(2) Any such reservation shall lapse at such date as the Governor may by notification in the Gazette direct.

(3) The Land Officer may grant to any discharged soldier approved by the Governor a lease of a farm, subject to the conditions herein appearing.

(4) On and after the date notified by the Land Officer in the Gazette any discharged soldier may apply in the prescribed form and manner for a farm reserved for the purposes of this Ordinance.

**Division of land.**

5. All land reserved under the last preceding section shall be divided into two classes, namely:—

*Class A.* Farms not exceeding three hundred acres in respect of which no purchase money shall be payable, and

*Class B.* Farms exceeding three hundred acres in respect of which purchase money shall be payable.

**Leased farms to be deemed agricultural lands.**

6. Farms leased under this Ordinance shall be deemed to be agricultural lands within the meaning of the Principal Ordinance.

**Conditions applicable to farms of the description Class A.**

7. Subject to the provisions of Section 6 of the Principal Ordinance, the following provisions shall be applicable to every lease of a farm of the description Class A. applied for or held under this Ordinance:—

(1) Rent shall be payable as from the 1st day of January, 1921, and thereafter on the 1st day of January in every ensuing year.

**Residence.**

(2) Every lessee shall reside in the Colony or Protectorate for an aggregate period of eighteen months within a period of three years after the date of allotment, and evidence of residence must be supported by affidavit and a certificate signed by a Magistrate, which shall be forwarded by the lessee to the Land Officer in January in each year.

**Transfer.**

(3) No land to which this section applies shall be sold, transferred, assigned, leased or sub-leased, (except by way of mortgage), until the residential conditions have been fulfilled; and any sale, transfer, assignment, lease or sub-lease, (except by way of mortgage), in contravention of this sub-section shall be null and void: Provided that where the Land Officer is satisfied that a discharged soldier who has obtained land pursuant to the provisions of this Ordinance is compelled by sickness of himself or his family or other adverse circumstances to leave before he is able to fulfil the residential conditions hereinbefore set forth it shall be transferable but only in accordance with such conditions as the Governor may prescribe. The next of kin of a deceased discharged soldier shall be exempt from the provisions of this sub-section.

(4) The application of every approved applicant who has not completed his title on or before the 1st July, 1921, or within six months of the date of his discharge whichever shall be the later shall be cancelled.

**Conditions applicable to farms of the description Class B.**

8. Subject to the provisions of Section 6 of the Principal Ordinance the following provisions shall be applicable to every lease of a farm of the description Class B. applied for or held under this Ordinance:—

**Fees and duties.**

(1) All registration fees and stamp duties shall be paid by the lessee in full before the lease is issued.

**Survey fees.**

(2) The Survey fees may be paid by annual instalments at the rate of 10 per cent. without interest, the first of such instalments shall be paid on the 1st day of January next following the execution of the lease, and thereafter on the 1st day of January in every year. Unless each such instalment is paid on the date on which it falls due the amount of each instalment shall be deemed to be added to the annual rent reserved by the lease and shall be payable and recoverable as rent.

**Purchase money.**

(3) Every applicant may pay the purchase money on the date of allotment, or may if he so desire pay the purchase money in manner provided by the next succeeding sub-section.

(4) If the purchaser shall elect to pay the purchase money by instalments, such instalments shall be paid by thirty equal yearly instalments commencing five years subsequent to allot-

ment. There shall be included in the covenants of the lease a covenant expressing the amount of each instalment due and the date on which each instalment is payable, and the purchaser shall pay interest at the rate of 5 per centum per annum on the unpaid portion of the purchase money provided, however, that he may at any time pay the balance of the purchase money or pay by a less number of instalments, and the Land Officer shall on the receipt of such balance, or in the case of such altered method of payment, endorse the lease accordingly and provided further that he may agree to pay the purchase money by ten or any lesser number of equal yearly instalments commencing five years subsequent to allotment and no interest shall in such case be payable on the unpaid portion of the purchase money.

(5) Rent shall be payable as from the 1st day of January, 1921, and thereafter on the 1st day of January in every ensuing year.

(6) Every purchaser shall himself occupy the farm, or shall appoint a manager to occupy the farm for a total period of not less than six months within the first three years of the date of allotment. Such manager shall be a discharged soldier and evidence of occupation shall be supported by an affidavit sworn by the occupier and a certificate signed by the District Commissioner of the district in which the farm is situate. **Residence.**

(7) Every approved applicant shall appear in person before the Land Officer in Nairobi or before the District Commissioner of the district in which the farm is situate within three years of the date of allotment. **Appearance.**

(8) No land to which this section applies shall be sold, transferred, assigned, leased or sub-leased, (other than by way of mortgage) to a discharged soldier within a period of five years from the date of allotment unless and until 25% of the purchase money shall have been paid to the Land Officer, and no land shall be sold, transferred, assigned, leased or sub-leased (other than by way of mortgage) to any other person within a period of five years from the date of allotment unless and until the whole of the purchase price shall have been paid to the Land Officer, and in no event whatever shall the property comprised in the lease be disposed of in manner in this section mentioned (other than by way of mortgage) unless and until the lessee shall have fulfilled the conditions of residence and appearance prescribed by clauses (6) and (7) of this section. Provided that after the said period of five years the provisions of Section 29 (4) of the Principal Ordinance shall apply. The next of kin of a deceased discharged soldier shall be exempt from the provision of this sub-section. **Transfer.**

(9) Where any allottee desires to sell a portion of the land allotted he shall be required to pay to the Land Officer in accordance with the foregoing provisions of this section only in respect of the portion of the land he desires to sell. **Sub-division.**

(10) All purchase moneys due under this section, with interest (if any) at the prescribed rate, shall constitute a first charge against the land.

9. In any case of an applicant for a farm under the last two preceding sections who has not received his discharge by the date of allotment, the date of his honourable discharge shall be held to be the date of allotment and the term of the lease shall commence to run and all rents and other payments shall accrue as from such date. Provided that interest on purchase money shall commence to accrue five years after the date of allotment and further provided that should a serving soldier desire to obtain a lease of his farm prior to his discharge he may give notice in writing to the Land Officer of his intention so to do and the date of such notice shall be held to be the date of allotment. **Date of honourable discharge to be deemed date of allotment.**

10. No person shall by himself or through any other person for him be entitled to apply for or to acquire, obtain or hold any land under this Ordinance except for his own use or benefit, and no person who at the time of making his application has made any arrangement or agreement to permit any other person to acquire by purchase or otherwise the allotment in respect of which **Dummying.**

his application is made or any part thereof or the applicant's interest therein shall become a lessee under this Ordinance. And any person who wilfully and fraudulently commits, incites or employs any other person to commit any breach of these provisions by obtaining such land not exclusively for his own use or benefit shall be liable to a term of imprisonment of either description of not less than two months and not exceeding one year and every one aiding or abetting in such a breach shall be liable to the same punishment.

Power to make rules.

11. The Governor shall have power from time to time to make, alter or revoke Rules:—

- (i) To alter the definition of the term "discharged soldier."
- (ii) To prescribe the manner, form and conditions under which applications under this Ordinance may be made.
- (iii) Prescribing any form to be used under this Ordinance.
- (iv) Prescribing the method of allotment, and the conditions on which allottees will be permitted to exchange farms.
- (v) Governing the issue of titles.
- (vi) Governing generally any matters which are necessary or convenient for giving effect to this Ordinance.

Saving.

12. Save where in this Ordinance otherwise provided the provisions of the Principal Ordinance shall apply in respect of all leases granted under this Ordinance.

Repeal.

13. The Discharged Soldiers Settlement Ordinance, 1919, and the Discharged Soldiers Settlement Amendment Ordinance, 1920, are hereby repealed.

## AN ORDINANCE.

No. 2 OF 1921.

Assented to in His Majesty's name this 5th day of February, 1921.

EDWARD NORTHEY,  
*Governor.*

### **An Ordinance to further Amend "The Customs Tariff Ordinance, 1909."**

BE it enacted by the Governor of the Colony of Kenya, with the advice and consent of the Legislative Council thereof:—

Short title.

1. This Ordinance may be cited as "The Customs Tariff (Amendment) Ordinance (No. 2), 1921," and shall be read as one with "The Customs Tariff Ordinance, 1909," hereinafter referred to as "the Principal Ordinance."

Proviso to Section 2  
of Principal  
Ordinance repealed.

2. The proviso to Section 2 of the Principal Ordinance is hereby repealed.

PROCLAMATION No. 16.

S. 18520.

THE EAST AFRICA FUGITIVE OFFENDERS  
ORDER-IN-COUNCIL, 1920.

## PROCLAMATION.

WHEREAS by Article 3 of the East Africa Fugitive Offenders Order-in-Council, 1920, it is provided that the Governor of the Colony and Protectorate of Kenya, shall cause the aforesaid Order to be proclaimed in the said Colony and Protectorate and that the said Order shall come into operation on a day to be fixed by such Proclamation.

Now therefore I, Edward Northey, Major-General of His Majesty's Forces, Knight Commander of the Most Distinguished Order of Saint Michael and George, Companion of the Most Honourable Order of the Bath, Governor of the Colony of Kenya, do hereby proclaim and publish the said Order-in-Council.

And I do further proclaim and declare that the said Order shall come into operation in the Colony and Protectorate of Kenya on the first day of March in the year of Our Lord nineteen hundred and twenty-one.

Given under my hand and the Public Seal of the Colony, this 28th day of January, 1921.

EDWARD NORTHEY,  
*Governor.*

GOD SAVE THE KING.

## ORDER-IN-COUNCIL.

AT THE COURT AT BUCKINGHAM PALACE,

The 3rd day of December, 1920.

*Present,*

THE KING'S MOST EXCELLENT MAJESTY  
IN COUNCIL.

WHEREAS by treaty, grant, usage, sufferance or other lawful means His Majesty has power and jurisdiction in the territories of or adjacent to East Africa named in the first column of the Schedule to this Order:

And whereas by certain Orders-in-Council mentioned in the second column of the said schedule and respectively set opposite to the names of the said territories specified as aforesaid in the first column thereof the Fugitive Offenders Act, 1881, has been applied to the said territories respectively as if each of them were a British Possession:

And whereas by reason of the contiguity of the Colony of Kenya and of the said territories and the frequent intercommunication between them it seems expedient to His Majesty and conducive to the better administration of justice therein that Part II of the Fugitive Offenders Act, 1881, should apply to the said Colony and territories as hereinafter provided:

Now, therefore, His Majesty, by virtue of the powers in this behalf by the Fugitive Offenders Act, 1881, the Foreign Jurisdiction Act, 1890, or otherwise in His Majesty vested, is pleased, by and with the advice of His Privy Council, to order and it is hereby ordered as follows:—

1. This Order may be cited as "The East Africa Fugitive Offenders Order-in-Council, 1920."

2. (1) Part II of the Fugitive Offenders Act, 1881, shall apply to the Colony of Kenya and the territories named in the first column of the schedule to this Order.

(2) The foregoing provision shall be deemed to be in addition to and not in substitution for any provision of the like nature made in respect of the said Colony by any other Order-in-Council, or in respect of the territories named in the first column of the schedule to this Order by the Orders-in-Council mentioned in the second column thereof and respectively set opposite to the names of the said territories specified as aforesaid in the first column thereof.

3. The Governor of the said Colony and the High Commissioner for Zanzibar and the Governor of each of the said other territories shall cause this Order to be proclaimed therein, and this Order shall come into operation on a day to be fixed by such Proclamation.

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

And the Right Honourable Viscount Milner, one of His Majesty's Principal Secretaries of State, is to give the necessary directions herein accordingly.

ALMERIC FITZROY.

## SCHEDULE.

1. The Somaliland Protectorate	...	1. The Somaliland Order-in-Council, 1899.
2. The Uganda Protectorate	...	2. The Uganda Order-in-Council, 1902.
3. The Nyasaland Protectorate	...	3. The British Central Africa Order-in-Council, 1902.
		The South Africa Fugitive Offenders Order-in-Council, 1913.
4. The Kenya Protectorate	...	4. The East Africa Order-in-Council, 1902.
		The Kenya Protectorate Order-in-Council, 1920.
5. Zanzibar	...	5. The Zanzibar Order-in-Council, 1914.
6. The Tanganyika Territory	...	6. The Tanganyika Order-in-Council, 1920.

PROCLAMATION No. 17.

S. 7875.

UNDER THE EAST AFRICA OUTLYING  
DISTRICTS ORDINANCE, 1902.

## PROCLAMATION.

IN EXERCISE of the powers conferred upon the Governor by the East Africa Outlying Districts Ordinance, 1902, I, Edward Northey, Major-General of His Majesty's Forces, Knight Commander of the Most Distinguished Order of Saint Michael and

Saint George, Companion of the Most Honourable Order of the Bath, Governor of the Colony of Kenya, do hereby declare the trading centre described in the schedule hereto attached to be excluded from the provisions of the aforesaid Ordinance.

Nairobi,

The 1st day of February, 1921.

EDWARD NORTHEY,

*Governor.*

GOD SAVE THE KING.

## SCHEDULE.

## RAVINE DISTRICT.

## Trading Centre in the Kabarnet Sub-District.

Locality.	Situation.	Extent.
Sibillo	In the Kaptaberewa Section where the Kamungei-Barpello road cuts the Sibillo river.	Approximately 5 acres the boundaries of which are defined by beacons erected by the Assistant District Commissioner, Kabarnet.

PROCLAMATION No. 18.

S. 17277.

THE EAST AFRICA WILD BIRDS  
PROTECTION ORDINANCE, 1903.

## PROCLAMATION.

IN pursuance of the powers conferred upon me by the East Africa Wild Birds Protection Ordinance, 1903, I, Edward Northey, Major-General of His Majesty's Forces, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Companion of the Most Honourable Order of the Bath, Governor of the Colony and Protectorate of Kenya, do hereby revoke the Proclamation, dated 11th March, 1906, and published on page 77 of the Gazette for the year 1906.

Given under my hand at Nairobi this 1st day of February, 1921.

EDWARD NORTHEY,  
*Governor.*

GOD SAVE THE KING.

PROCLAMATION No. 19.

S. 22333.

## THE CUSTOMS ORDINANCE, 1910.

## PROCLAMATION.

IN EXERCISE of the powers conferred upon me by Section 53 of the Customs Ordinance, 1910, I, Edward Northey, Major-General of His Majesty's Forces, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Companion of the Most Honourable Order of the Bath, Governor of the Colony of Kenya, do hereby declare that I prohibit as from the date hereof the importation of all Condensed Skimmed Milk containing less than 9% milk fat.

Nairobi,

Dated this 5th day of February, 1921.

EDWARD NORTHEY,  
*Governor.*

GOD SAVE THE KING.

PROCLAMATION No. 20.

S. 1967.

THE DISEASES OF ANIMALS  
ORDINANCE, 1906.

## PROCLAMATION.

IN EXERCISE of the powers thereunto enabling me, I hereby declare that the following Proclamations be revoked.

Proclamation No. 102, dated the 13th day of August, 1920, [declaring Farm No. 394A, Mr. J. Cooke, Kibigori, to be an infected area (Contagious Bovine Pleuro-pneumonia)].

Proclamation No. 2, dated the 23rd day of December, 1920, [declaring Farm No. 199, Mr. W. Hudson Cane, Limuru, to be an infected area (Rinderpest)].

Given under my hand at Nairobi this 27th day of January, 1921.

W. KENNEDY,  
*Acting Chief Veterinary Officer.*

PROCLAMATION No. 21.

S. 1967.

THE DISEASES OF ANIMALS  
ORDINANCE, 1906.

## PROCLAMATION.

IN EXERCISE of the powers thereunto enabling me, I hereby declare the following Farm in the Nyanza Province, to be an infected area (Contagious Bovine Pleuro-pneumonia) for the purposes of the aforesaid Ordinance.

Farm No. 3006, Messrs. Patmore & Down,  
Muhoroni.

Given under my hand at Nairobi this 27th day of January, 1921.

W. KENNEDY,  
*Acting Chief Veterinary Officer.*



PROCLAMATION No. 22.

S. 1967.

THE DISEASES OF ANIMALS  
ORDINANCE, 1906.

## PROCLAMATION.

IN EXERCISE of the powers thereunto enabling me, I hereby declare the following Farm in the Ukamba Province, to be an infected area (East Coast Fever) for the purposes of the aforesaid Ordinance.

Farm No. 133, Mr. J. M. Drury, Limuru.

Given under my hand at Nairobi this 27th day of January, 1921.

W. KENNEDY,  
*Acting Chief Veterinary Officer.*

PROCLAMATION No. 23.

S. 1967.

THE DISEASES OF ANIMALS  
ORDINANCE, 1906.

## PROCLAMATION.

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

Proclamation No. 156, dated the 17th day of December, 1920, [declaring Farm No. 422, Hon. G. Cole, Gilgil, to be an infected area (Foot and Mouth Disease)].

Proclamation No. 3, dated the 23rd day of December, 1920, [declaring Farm No. 487/7/2, General P. de S. Burney, Rongai, Nakuru, to be an infected area (Contagious Bovine Pleuropneumonia)].

Proclamation No. 121, dated the 10th day of September, 1920, [declaring Farm No. 1574, Kitchener's African Estates, Muhuroni, to be an infected area (Rinderpest)].

Given under my hand at Nairobi this 3rd day of February, 1921.

W. KENNEDY,  
*Acting Chief Veterinary Officer.*

GOVERNMENT NOTICE No. 35.

S. 15178.

THE EAST AFRICA MARRIAGE  
ORDINANCE, 1902.

## NOTICE.

IN EXERCISE of the provisions of the East Africa Marriage Ordinance, 1902, Section 6, I hereby give notice that I have this day licensed the Roman Catholic Chapel at Kiungu, Ulu District, to be a place for the celebration of Marriages under the aforesaid Ordinance.

Nairobi,

This 3rd day of February, 1921.

EDWARD NORTHEY,  
*Governor.*

GOVERNMENT NOTICE No. 36.

S. 22314.

## NOTICE.

THE following extract from the London Gazette of 16th November, 1920, announcing the establishment of the Anglo-German Mixed Arbitral Tribunal provided for by Article 304 of the Treaty of Peace with Germany, is published for general information, together with the Rules of procedure of the Tribunal.

Nairobi,

26th January, 1921.

C. E. SPENCER,  
*for Acting Colonial Secretary.*

Board of Trade,  
Great George Street,  
London, S.W. 1.

ANGLO-GERMAN MIXED ARBITRAL  
TRIBUNAL.

The following announcement is made by the Board of Trade:—

The Mixed Arbitral Tribunal to be established between the United Kingdom on the one hand and Germany on the other hand under Article 304 of the Treaty of Versailles has been constituted and is about to begin work in London. The President of the Tribunal is Professor Eugène Borel, a Swiss jurist and Professor of Public and International Law in the University of Geneva. The British and German members are respectively Mr. R. E. L. Vaughan Williams, K.C., of Lincoln's Inn, and Dr. jur. Adolph Nicolaus Zacharias, Senatspräsident of the Hanseatic Oberlandesgericht.

A great part of the work of the Tribunal is to decide as to debts under Article 296 of the Treaty where a difference has arisen between an enemy debtor and an enemy creditor or between the British and German clearing offices. Under Article 297 the Tribunal can determine compensation to be borne by Germany in respect of damage or injury inflicted on the property, rights or interests of British Nationals in German territory as they existed on August 1, 1914, by the exceptional war measures or measures of transfer mentioned in the Annex to that Article. The other matters within the jurisdiction of the Tribunal are set out in Articles 299, 300, 302, 304, 305 and 310 of the Treaty.

The procedure before the Tribunal is to some extent regulated by Sections III. to VII. of Part X. of the Treaty, but the Tribunal has settled further and more detailed rules dealing with the manner in which claims must be submitted. Printed copies of these Rules of procedure, which have been issued in the Series of Statutory Rules and Orders (No. 2062), may be purchased, price threepence, through any bookseller, or may be obtained on application to the Secretariat of the Tribunal. They should be read in conjunction with the provisions of the Treaty of Peace Order, 1919. (Statutory Rules and Orders, 1919, No. 1517, published by H. M. Stationery Office. Price 2d).

The British Government has provided a Court for the meeting of the Tribunal, and an office for the Secretariat at 21, St. James's Square, London S.W. 1. Mr. Harold Russell, Barrister-at-Law, has been appointed by the Foreign Office to act as British Secretary and the German Government is also appointing a Secretary, the two to act together as joint Secretaries of the Tribunal.

The High Contracting Parties under the Treaty have agreed that their Courts and authorities shall

render the Mixed Arbitral Tribunal, direct, all the assistance in their power as regards transmitting notices and collecting evidence. The decisions of the Tribunal are final and conclusive. The place and time of sitting will be determined by the President of the Tribunal, and may be in London, Germany or elsewhere as the convenience of the parties or witnesses may require. The sittings will be public.

## STATUTORY RULES AND ORDERS, 1920.

No. 2062.

### PEACE, TREATY OF.

TREATY (OF VERSAILLES) WITH GERMANY.

#### RULES OF PROCEDURE OF THE ANGLO-GERMAN MIXED ARBITRAL TRIBUNAL CONSTITUTED UNDER ARTICLE 304 OF THE TREATY OF VERSAILLES.

##### TIME FOR PRESENTATION OF CLAIMS.

1. The time within which claims are to be submitted to the Tribunal shall be as follows:—

(a) *Appeals under Article 296, Annex, para. 20.*

Within thirty days of the communication of the joint decision the two clearing offices to the Appellant.

(b) *Claims under Article 297.*

Within twelve months from the date of the publication of these rules in the place at which such Claimant is residing, or within six months from the date on which the Claimant learnt that damage or injury had been inflicted on his property, rights or interests, or within six months from the date on which the Claimant learnt that restitution under section (f) of the said Article had been made or refused, whichever period is the longer.

(c) *Claims under Article 305.*

Within twelve months of the publication of these rules in the place at which such Claimant is residing, or within twelve months of the date on which the decision was given, or within six months of the date on which such decision came to the knowledge of the Claimant, whichever period is the longer.

(d) *In all other cases.*

Within twelve months from the date of the publication of these rules in the place at which such Claimant is residing, with the exception of those cases provided for in Rule 22 where the limitations of time imposed by these rules are stated not to apply.

After the expiration of the times prescribed by this rule, no claim will be accepted without the special leave of the Tribunal.

2. All claims, answers and other written proceedings must be delivered or sent by post to the Tribunal Secretariat, at 21, St. James's Square, London, S.W. 1.

##### GENERAL RULES RELATING TO WRITTEN PROCEEDINGS.

###### *Memorial.*

3. The claim shall be typewritten or printed and shall state:—

(a) The name, nationality, domicile and address of the Claimant.

(b) In cases where the Claimant is not claiming in his own right and on his own behalf, in what right he claims and the name, nationality, domicile and address of the person on whose behalf he is claiming.

(c) In cases where the claim is made by a company or body corporate, its name, nature and domicile and place of incorporation (if any), and the address of its office or chief offices; and in cases where the claim is made by an association not being a company or body corporate (whether recognised by the law of the country where it is domiciled as a legal entity or not), in addition to the above, the names and nationality of all persons who are partners of such association or interested therein.

(d) Whether the claim is brought against a Government or national, and in the latter case giving the name and last known address of such national, or if such national be a company, body corporate or other association, the address of its chief office, if known, or if the address of the chief office be not known, of the office of which the address is known to the Claimant.

(e) The nature of the claim, the relief sought and, where the relief sought is pecuniary, the amount claimed.

(f) Under which article and paragraph of the Treaty the claim is made.

(g) The name and address of the solicitor or other authorised representative (if any) of the Claimant.

(h) The person to whom, and address at which all communications are to be sent on behalf of the Claimant.

4. The claim shall be accompanied by a concise statement of the facts and an exhibit of copies of any documents relied upon in support thereof.

5. The claim accompanied by such statement and exhibit shall be known and is hereinafter referred to as the memorial.

6. Six true copies of the memorial shall be supplied with the memorial. The memorial shall, unless otherwise agreed by the parties and permitted by the Tribunal, be in English; and if the memorial be not in English, it shall be accompanied by an English translation and at least three of the copies shall be copies of such translation.

7. On receipt of the memorial and the six copies thereof, the Secretariat will acknowledge such receipt to the Claimant, and will transmit one copy to the Government Agent of the Claimant and two copies of the memorial to the Government Agent of the Respondent. Such last-mentioned Agent shall acknowledge the receipt thereof to the Secretariat and shall cause one copy of the memorial to be served on the Respondent.

8. Except in cases provided for in Rule 35 (a), the receipt of the memorial by such Agent shall be sufficient notice to the Respondent of the claim made against him, and the Respondent shall, within sixty days after the receipt of the memorial by such Agent, present his answer to the Tribunal. If no answer be presented, the case may be proceeded with in the absence of the Respondent as provided in Rule 33.

##### RESPONSE.

9. Rule 3 (a), (b), (c), (g) and (h) and Rule 4 shall apply *mutatis mutandis* to the answer; and in addition the Respondent must in his statement of facts accompanying the answer, if he desires to dispute the allegations in the memorial, expressly deny or otherwise answer or explain the same. Any facts not dealt with by the Respondent will be

treated as admitted. The answer shall be accompanied by an exhibit of copies of documents relied on.

10. The answer accompanied by such statement and exhibit shall be known as and is hereinafter referred to as the response.

11. Six true copies of the response shall be supplied with the response to the Tribunal and the provisions of Rule 6 shall apply to the response.

12. On receipt of the response and the six copies thereof, the Secretariat will acknowledge such receipt to the Respondent and will transmit one of such copies of the response to the Claimant (who shall acknowledge the receipt thereof to the Secretariat), and one to the Government Agent of the Claimant and one to the Government Agent of the Respondent.

13. Should the Respondent desire to make a claim against the Claimant, he must do so by a separate claim and not by a counter-claim, but the Tribunal may, if it thinks fit, hear both claims at the same hearing.

14. (a) If the Respondent objects to the jurisdiction of the Tribunal to entertain the claim or any part thereof, he shall specifically take such objection in his answer, and the Tribunal may, if it thinks fit, consider and decide the point before further dealing with the case.

(b) If the Tribunal should be of opinion that under the provisions of the Treaty its jurisdiction may be excluded, or if a Respondent objects to the jurisdiction of the Tribunal to entertain the claim or any part thereof, the Tribunal may, if it thinks fit, require the party raising this objection to satisfy the Tribunal that its jurisdiction is excluded, or may require evidence on the point to be forthcoming from an expert of the law of the country concerned, or may make such other order as may seem just, and may, if it thinks fit, adjourn the case until such evidence has been obtained or until the order has been carried out.

(c) It shall be the duty of the respective Government Agents to inform the Tribunal if they have grounds for believing that the jurisdiction of the Tribunal is excluded.

#### REPLY AND REJOINDER.

15. If the Claimant desires merely to deny the facts alleged in the response it is not necessary for him to present a reply, but, if the Claimant desires to answer the facts alleged in the response otherwise than by way of denial, a reply must be sent to the Tribunal within thirty days from the receipt of the response by the Claimant, who shall with the reply supply six copies thereof to the Tribunal. The Secretariat will acknowledge receipt thereof to the Claimant and will transmit one copy of the reply to the Respondent, who shall acknowledge the receipt thereof to the Secretariat and one copy to each of the Government Agents. Except in such cases no reply shall be allowed.

If the Respondent desires merely to deny the facts alleged in the reply it is not necessary for him to present a rejoinder, but if the Respondent wishes to answer the facts alleged in the reply otherwise than by way of denial, a rejoinder must be presented to the Tribunal within thirty days from the receipt of the reply by the Respondent, who shall with the rejoinder supply six copies to the Tribunal. The Secretariat will acknowledge the receipt thereof to the Respondent and will transmit one copy of the rejoinder to the Claimant and one copy to each of the Government Agents.

Except in such cases no rejoinder shall be allowed and no further written proceedings after the

rejoinder shall be allowed, other than the written argument provided for by Rule 28, except by special leave of the Tribunal.

The provisions of Rule 6 shall apply to the reply and to the rejoinder.

#### JOINT CLAIMS AND JOINDER OF PARTIES.

16. Where two or more persons are jointly interested in the same claim, they shall present a joint claim, and where the relief sought is sought against two or more persons jointly, the claim shall be made against them jointly.

17. (a) If the Respondent contends that any person not joined as Claimant ought to be so joined in accordance with the preceding rule, he may within twenty days of receipt of the memorial sent in, in duplicate, a notice to the Secretariat naming such person and requiring the Claimant to join such person as Claimant and stating the reason why he requires such joinder. The Secretariat will forward such notice to the Claimant, who shall within thirty days from the receipt thereof state whether he consents to and will effect such joinder, in which case all proceedings shall be stayed until it is effected, or whether he refuses or is unable to effect such joinder, stating his reasons for such refusal or inability.

(b) If the Claimant consents to and is willing to effect such joinder, the written consent of the person to be joined shall be sent to the Tribunal within twenty-one days, and the Secretariat shall thereupon amend the memorial by adding the names of such person as Claimant, and notice of such joinder will be sent to the Respondent and the Government Agent of the Claimant and Respondent, and all further proceedings shall be continued as if such joinder had been made from the commencement.

(c) If the Claimant fails to answer the notice as provided by Rule 17 (a) or refuses or states that he is unable to effect such joinder or if the written consent is not sent as provided by Rule 17 (b), notice thereof shall be given by the Secretariat to the Respondent, who may within ten days apply to the Tribunal to stay all proceedings until such joinder be effected. The Secretariat shall give notice of such application to the Claimant, and such application shall be heard by the Tribunal on a date to be fixed by the Tribunal not less than fourteen days after notice of such application has been sent to the Claimant.

18. If the Tribunal is satisfied that any person refuses to join as Claimant, although he ought to join, the Tribunal may allow the case to proceed without such joinder, but in that case the Tribunal may refuse to entertain any claim in the future by such person with respect to the subject-matter of the claim in the presenting of which he ought to have joined.

19. If any person proceeds against some only of the persons jointly liable to him on the same claim and the Tribunal decides the case whether in favour of or against the Claimant, the Tribunal may refuse to entertain any claim in the future by such person against the other person or persons so jointly liable.

20. (a) If a Respondent contends that some other person who is not joined as Respondent is jointly liable with him to answer the claim, he may within twenty days after the receipt of the memorial send a notice to the Secretariat that he requires such person to be joined as Respondent, giving his name and address, and stating the reasons why he requires him to be joined; and with such notice shall send a sufficient number of copies to enable the Secretariat to send one to the Claimant and to each of the persons whom the

Respondent requires to be joined. The Secretariat will thereupon send such notice to the Claimant and to each of the persons named by the Respondent, and the Claimant and each of the said persons shall reply within ten days whether they consent to such joinder or not. In the event of the Claimant and each of such persons consenting to the joinder, the Secretariat will amend the memorial by adding them as parties, and the Claimant shall cause copies of the memorial to be served on each of such persons, and all future proceedings shall be continued as if such joinder had been made from the commencement.

(b) If either the Claimant or any of such persons do not consent to the joinder within ten days, the Secretariat shall notify the Respondent accordingly, and the Respondent may within ten days apply to the Tribunal to stay all proceedings until such joinder be effected. The Secretariat shall give notice of such application to the Claimant and such other person or persons, and such application shall be heard by the Tribunal on a date to be fixed by the Tribunal not less than fourteen days after notice of such application has been sent to the Claimant and such person or persons as aforesaid.

21. (a) If any person not being a party claims to have a legitimate interest in prosecuting or resisting the claim, he may apply to the Tribunal to be joined as Claimant or Respondent as the case may be, or to be allowed to intervene in the case in such manner as the Tribunal may direct.

(b) If a Respondent contends that he is entitled to some right over against some other person in reference to the claim brought against him, he may give such person notice of his claim against him and at the same time serve him with a copy of the memorial. Such person may thereupon apply to the Tribunal to be joined as Respondent or to be allowed to intervene in the case in such manner as the Tribunal may direct. If such person does not intervene and the Tribunal should be of opinion at the hearing that there are grounds for coming to the conclusion that the Respondent may succeed in his claim against such person, the Tribunal may, if it decides in favour of the Claimant, stay execution in order to enable the Respondent to prosecute his claim against such person upon such terms as to security and otherwise as the Tribunal may think just.

#### SPECIAL RULES FOR PARTICULAR CASES.

22. In addition to the above general rules, the following rules shall be observed in the under-mentioned cases:—

##### (1) Cases under Article 305.

The person alleging that he is prejudiced by the decision shall be the Claimant and the other party to the cause or proceeding in which the decision was given or, if there be no such party, the Government shall be Respondent. The claim shall be accompanied by a copy of the decision and shall state in what respect the decision is impugned, with which section or sections of the Treaty it is alleged to be inconsistent and in what respect and what relief is claimed. The Claimant may also accompany his claim by copies of any essential written proceedings of the case in which the decision was given, authenticated in the manner prescribed by the law of the country to which the Court belongs. The Tribunal may of its own motion require the record of the Court to be transmitted to the Tribunal and it shall then be open to the inspection of the parties and their agents.

##### (2) Appeals under Article 296, Annex, paragraph 20.

The Appellant shall be Claimant, and the party in whose favour the decision was given and the two clearing offices shall be Respondents. The claim shall state the grounds of the appeal and shall be accompanied by a copy of the decision appealed against and of all documents in the possession of the Claimant relevant to the case, and by a reasoned argument by the Claimant in support of his appeal. Together with the claim and documents, three copies thereof shall be supplied to the Tribunal, and the Claimant shall serve copies thereof on the opposite party and the Agents of the two clearing offices.

The Agent of the clearing office of which the Respondent is a national shall within thirty days of receipt of the claim supply to the Tribunal four copies of all documents relating to the case which are in his possession or power, unless the Claimant has already supplied them with his claim, and a statement of any facts found by the clearing offices. In addition, the Respondent or the clearing offices may supply a reasoned argument in writing in support of the decision of the two clearing offices.

Any of the parties (including the Agents of the clearing offices) may apply to the Tribunal to hear arguments before it, but in the absence of such application the Tribunal shall be at liberty to determine the case on the written proceedings without further argument, or to notify to the parties if it desires to hear an argument.

The Secretariat on receipt of the claim shall inform the Claimant what is the amount of deposit to be paid or security to be given, and such deposit shall be paid or security given within ten days, and in default the claim may be dismissed.

##### (3) Cases under Article 296, Annex, paragraph 16.

Where cases are referred to the Tribunal under the above provision, the procedure laid down elsewhere in these rules shall not apply. The parties shall present a case jointly to the Tribunal, or each may present a case separately. In either event the contentions of the parties shall be set out in the case or cases, which shall be accompanied by all relevant documents. Six true copies of the case or cases and documents shall be prepared and lodged with the Secretariat. The matter will be determined by the Tribunal as laid down by Article 296, Annex, paragraph 18. The limitations of time imposed by these rules shall not apply to such cases; but where the two clearing offices are unable to agree whether a debt claimed is due, or in case of a difference between an enemy debtor and an enemy creditor or between the clearing offices, and the parties to the dispute do not desire to present a case jointly, either clearing office may, within ten days after giving notice to the other clearing office of such intention, refer the case to the Tribunal under the conditions provided for by Article 296, Annex, paragraph 16. The enemy creditor or the enemy debtor may similarly, after giving twenty days' notice to the two clearing offices, refer the case to the Tribunal, unless the case shall have been referred to the Tribunal meanwhile by the clearing offices or either of them. The case shall proceed as if it had been referred to the Tribunal by the clearing offices.

#### CLOSE OF WRITTEN PROCEEDINGS.

23. The Secretariat will inform the respective Government Agents and parties when the written proceedings are closed.

24. (a) Within twenty days after the date of the notice that the written proceedings are closed, the parties shall send to the Secretariat a statement of the witnesses, if any, whose testimony

they desire, giving in each instance the name, nationality, occupation and address of such witness and stating whether the party desires that the testimony of such witness shall be given at the hearing of the case or whether it is desired that the evidence shall be taken upon commission, and shall at the same time furnish all parties and the Government Agents with a copy. The Tribunal will thereupon determine whether the evidence shall be taken on commission or will make such other order as seems fit. The Tribunal will before making an order hear any party or Government Agent who may desire to be heard on the matter on his forthwith applying to be heard, and will fix a date for all parties to be heard if they desire.

(b) Where the Tribunal orders that the witness shall be heard at the hearing, the Government Agents shall be responsible for summoning the witness in accordance with the method applicable in each case unless the Tribunal otherwise directs. Travelling expenses and subsistence money must be supplied to the witness at the expense of the party at whose instance he is summoned. The amount of the same will be fixed by the Tribunal, and must be paid in advance to the Secretariat. If the subsistence money so paid should prove insufficient, the party at whose instance the witness was summoned must pay any further amount necessary, otherwise the witness will be allowed by the Tribunal to depart.

(c) Where the Tribunal directs that evidence shall be taken on commission the evidence shall be returnable to the Tribunal and copies shall be supplied by the Secretariat to any party or either Government Agent or any other person interested, and in the opinion of the Tribunal entitled to the same, on application and payment.

(d) Where it is desired that books, documents or other objects in the possession or power of any person should be produced for the use of the Tribunal, application may at any time after the close of the written proceedings be made to the Tribunal to obtain their production. The Tribunal will thereupon, if it thinks fit, endeavour to obtain possession of such books, documents or other objects by direct request addressed to such person, and, if such request is not complied with, will take such other steps as may be requisite and desirable to ensure production. Books, documents or other objects so coming into the custody of the Tribunal shall, if the Tribunal thinks fit, be open to inspection by such persons and at such times as the Tribunal shall direct.

25. Should a party or either of the Government Agents desire to inspect any books or documents in the possession, power or control of any party or of either Government Agent, he shall make application to that party or Agent to produce such books or documents for inspection; and if such production is refused, application therefor may be made to the Tribunal upon ten days' notice being given to that party or Agent, and the Tribunal may make such order thereon as it thinks fit.

26. The Tribunal may of its own motion at any stage of the proceedings require evidence on any point.

27. The Tribunal may of its own motion at any stage of the proceedings require any party or either Government Agent to produce any book or document before it, or to allow any person designated by the Tribunal to examine and take extracts from any book or document in the possession of such party or Agent.

28. If in cases other than those under Article 296 any party or either of the Government Agents desires to submit a reasoned argument in writing, he may do so at any time after the written proceedings are closed, and not less than ten days before the

date fixed for the hearing of the case, but such argument in writing shall be based only on facts alleged in the memorial, response, reply or rejoinder.

The submission of such written argument shall not preclude the parties or Agents submitting it from also adducing oral argument. The Tribunal reserves the right, if it shall think fit, to require in addition oral argument in cases where only written argument has been submitted.

29. The President will on the conclusion of all preliminary matters fix the date and the place of hearing, and the Secretariat will inform the respective Government Agents and parties of his decision.

30. The hearing shall be in public, and the parties shall either by themselves or by counsel or other recognised advocate present their cases. In cases connected with patents the parties may by leave of the Tribunal be represented by patent agents and *Patentanwälte*. Unless otherwise ordered, the Claimant shall begin and have the right of reply.

31. (a) The parties shall have the right themselves to give evidence, and shall, if required by the Tribunal, do so. Each party may call such witnesses as he pleases before the Tribunal and may question them by himself or his counsel or admitted representative. Each party shall have the right to question any witness called by the other party (including the opposite party himself) whether before the Tribunal itself or elsewhere, by himself or by counsel or other admitted representative.

If the party who does not call the witness questions him, the party who has called him may thereupon put further questions to the witness on matters arising out of the questions put to the witness by the other party. Unless the Tribunal shall otherwise order, no further questions shall be put to the witness by or on behalf of the parties. The Tribunal, however, will at any stage put any questions that it may think fit:

Provided always that a party to a case shall not be summoned or compelled to give evidence unless the Tribunal shall have given leave for such witness to be summoned or to give evidence or unless the Tribunal shall have required of its own motion that such party shall attend and give evidence.

(b) No oath shall be required from or administered to any witness before the Tribunal or on any Commission ordered by the Tribunal, unless the Tribunal otherwise directs.

32. The Tribunal may at any stage of the proceedings obtain a report from any person on any particular point, such person to be agreed upon by the parties or in default of agreement to be appointed by the Tribunal. The Tribunal may view any premises, locality or object if it deem such a view necessary.

33. If any party fail to appear, the case may be proceeded with in his absence, but the Agent of the Government of such party may intervene and himself take up the case, and the Tribunal may on the application of such Agent or on its own motion adjourn the case.

34. It shall be permissible for either Government to conduct the case of its national through its Agent, and such Agent may appear either in person or by counsel or other recognised advocate. Either Agent may also appear independently of the parties by himself or by counsel or other recognised advocate, and may intervene in the proceedings in such manner and at such time as the Tribunal may direct.



35. (a) If the Government Agent of the Respondent after making all reasonable efforts shall be unable to cause the memorial to be served upon the Respondent as provided by Rule 7 at the expiration of 21 days from the receipt of the memorial by such Agent, he shall forthwith report such failure to the Secretariat, giving the reasons for such failure and stating the steps he has taken to effect service, and the Secretariat shall inform the Claimant that the Respondent has not been served.

(b) On the application of the Claimant, the Tribunal may thereupon, if it thinks fit, allow the claim to be proceeded with or may make such other order in the matter as it thinks fit. The Government Agent of the Respondent shall be entitled to intervene on such application being made, and the Claimant shall give ten days' notice to such Agent of such application.

36. If at any stage of the proceedings a party requires to prove any specific fact it shall be open to the party to give a notice to the other party to admit or dispute such fact. If the party to whom notice is so given disputes the fact, and such fact is subsequently established, the Tribunal may in its discretion order the party who had disputed such fact to pay the costs of proof and any other costs occasioned thereby, whatever may be the result of the case, provided always that any such admission shall only be binding upon the parties.

37. Where a claim is made against either Government, and such claim is admitted by the Government in question, it shall be competent to the parties to agree upon a form of decision setting out with sufficient detail the claim which is admitted and the payment and restitution or other remedy or relief agreed upon, and to submit the same to the Tribunal, who, if it thinks fit, and if the Government Agent of the national claiming has not objected, will register the same as a decision, and the same shall, when registered, be deemed for all purposes to be a decision of the Tribunal: Provided that the Tribunal will not register any such decision unless the Government prove that he has submitted a true copy of the same to his Government Agent at least ten days previously. The same procedure with any necessary modification may be adopted where the claim is made against a national of either Government, provided that in such a case the Agent of neither Government has objected, and it is proved to the satisfaction of the Tribunal that the respective Government Agents have had true copies of the form of decision submitted to them at least ten days previously.

38. If in any case the parties agree upon the facts and desire the determination of the Tribunal on those facts, they shall submit an agreed statement of facts to the Tribunal, and it shall be competent to the Tribunal, with or without argument, according to the desire of the parties, to determine the questions at issue, provided that the Tribunal may in any case require arguments to be presented to them:

Provided also that in all cases the assent of the Government Agents, in writing, to the correctness of the facts as stated shall be obtained, except where the claim is against a Government.

#### DECISION.

39. The decision of the Tribunal will in all cases be drawn up in writing and registered, and copies thereof will be sent by the Secretariat to the parties and Government Agents. The decision will also deal with costs and expenses.

40. The Tribunal reserves to itself the power to correct an error in any decision or other order arising from a slip or accidental omission, or to explain any ambiguity or other doubtful expression appearing in the decision. It shall be open to the parties or to the Government Agents to give notice of application to the Tribunal for any such correction or for any such explanation within thirty days of the publication of the decision. No such application will be heard after the expiration of that period.

41. The Tribunal reserves the right to stay execution on its decisions in any case where it appears proper to do so.

42. (a) The Tribunal may require to be satisfied that all notices and communications prescribed by these Rules have been duly received. The production of a receipt from the postal authority of the posting of a registered postal packet shall be conclusive evidence of the receipt of a notice or communication by the person to whom it is addressed until the contrary is proved. In cases in which delivery by registered post is not practicable, heavy books and documents may be sent by ordinary post and unregistered or by public carrier, and, on proof of such posting or delivery to such carrier, the books or documents shall be deemed to have been received by the person to whom they were addressed, unless and until the contrary is proved.

(b) All communications to the parties shall be delivered at or sent to the address and to the person named by them as provided by Rule 3 (h).

(c) If service or delivery as above provided should prove impracticable, the Tribunal will, upon application, give such directions as it may think fit, or may dispense with services.

43. In cases where any person is not residing in Europe, the additional time taken for any postal communications to reach or to arrive from the country in which such person is residing shall not be taken as included in the time prescribed by these rules; and further time may be granted on the application of any party where, owing to difficulties of communication or other good cause, such extension appears desirable.

Party shall include any person who has intervened in or has been allowed to take part in the case.

44. The proper expenses of witnesses will be allowed, and may be advanced by the Tribunal if called in pursuance of its order.

45. The Tribunal will permit amendments of written proceedings, extensions of time, and grant other dispensations from these rules in all such cases as may be necessary in the interests of justice and equity, and the Tribunal reserves power from time to time to alter, abrogate or add to these rules as experience may require.

46. These rules are supplemental to the rules of procedure relating to the Mixed Arbitral Tribunal laid down in Sections III. to VII of Part X. of the Treaty, and must be read in conjunction with such rules of procedure.

BOREL, *President*.

R. E. L. VAUGHAN WILLIAMS.

ZACHARIAS.

September 4, 1920.

GOVERNMENT NOTICE No. 37.

S. 20143.

## CONFIRMATION OF ORDINANCE.

## NOTICE.

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

"AN ORDINANCE TO APPLY A SUM OF MONEY FOR THE SERVICE OF THE YEAR ENDING THE 31ST DAY OF MARCH, 1921."

(No. XXII OF 1920).

By command of His Excellency the Governor,

Nairobi,

February 5th, 1921.

C. E. SPENCER,  
for Acting Colonial Secretary.

GOVERNMENT NOTICE No. 38.

S. 21745.

## THE NATIVE AUTHORITY ORDINANCE, 1912.

## NOTICE.

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

Nairobi,

January 25th, 1921.

O. F. WATKINS,

Ag. Chief Native Commissioner.

## SCHEDULE.

Name.	Rank.	Location.	District.	Remarks.
Ngonyo wa Konze	Headman	Goshi	Malindi	Vice Mzee Bake Halima, deposed.

GOVERNMENT NOTICE No. 39.

## THE NATIVE AUTHORITY ORDINANCE, 1912.

## NOTICE.

IN EXERCISE of the powers thereunto enabling me, I hereby cancel the appointment of the following person named in the Schedule as Official Headman of the area named therein.

Nairobi,

January 29th, 1921.

O. F. WATKINS,

Ag. Chief Native Commissioner.

## SCHEDULE.

Name.	Rank.	Area.	District.	Remarks.
Mwanana Mwanachongoni	Headman	Vuga (Shimba)	Mombasa	To date from November 1st, 1920.

GOVERNMENT NOTICE No. 40.

## THE NATIVE AUTHORITY ORDINANCE, 1912.

## NOTICE.

IN EXERCISE of the powers thereunto enabling me, I hereby appoint the following persons named in the Schedule annexed hereto to be official Headmen for the areas named therein.

Nairobi,

January 29th 1921.

O. F. WATKINS,

Ag. Chief Native Commissioner.

## SCHEDULE.

Name	Rank	Area.	District.	Remarks.
Omari bin Yusuf	Headman	Vuga (Shimba)	Mombasa	Appointment to date from November 1st, 1920, Vice Mwanana Mwanachongoni, deposed.
Abdalla bin Ali	"	Pungu	"	Appointment to date from November 1st, 1920.

GOVERNMENT NOTICE No. 41.

## THE NATIVE AUTHORITY ORDINANCE, 1912.

## NOTICE.

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

Nairobi,

February 2nd, 1921.

O. F. WATKINS,

Ag. Chief Native Commissioner.

## SCHEDULE.

Name.	Rank.	Location.	District.	Remarks.
Wakomo wa Muthenji	Headman	B. 14	Fort Hall	Vice Githio wa Mugo, died.
Muraya wa Gakuri	"	B. 22	"	Vice Wanjohi wa Ndegwa, died.

GOVERNMENT NOTICE No. 42.

## THE NATIVE AUTHORITY ORDINANCE, 1912.

## NOTICE.

IN EXERCISE of the powers thereunto enabling me, I hereby cancel the appointment of the following person named in the Schedule as Official Sub-Headman for the area named therein.

Nairobi,

February 2nd, 1921.

O. F. WATKINS,

Ag. Chief Native Commissioner.

## SCHEDULE.

Name.	Rank.	Location	District.	Remarks.
Mbogwa Gicheru	Sub-Headman	B. 14	Fort Hall	Voluntary Resignation.

## GENERAL NOTICE No. 155.

S. 12047/II.

## PASSPORTS.

THE British Consul General at Marseilles, has called attention to the fact that a large number of passengers arriving at Marseilles with intent to travel overland to the United Kingdom neglect the formality of a French *visa*.

2. The Commissaire Spécial of Marseilles states that he intends in future to forbid the landing in France of such persons.

3. Intending passengers by this route must take care to get their Passports properly *visaed* by the French Consul before leaving this country.

## GENERAL NOTICE No. 156.

S. 2154.

## KING'S AFRICAN RIFLES RESERVE FORCE.

## NOTICE.

THE following extract from the King's African Rifles Reserve Force Ordinance, 1912, is published for the information of all concerned:—

All Administrative Officers are requested to have this notice posted in conspicuous places in their districts.

13. (1) Any Reservist who commits any of the following offences, that is to say:—

Without leave lawfully granted or any other reasonable excuse fails to appear at the time and place appointed either for annual training or for assembling when called out for permanent service shall—

(a) In the case of being called out for permanent service or annual training be guilty according to the circumstances of desertion or of absentsing himself without leave.

(b) In any other case be guilty of absence without leave.

(2) Any Reservist who commits an offence under this section should be liable as follows, that is to say:—

(a) To be tried by Regimental Court Martial and on conviction to suffer imprisonment of either description not exceeding two years or such less punishment as in the Principal Ordinance is mentioned or to be dealt with summarily by his Commanding Officer according to Section 40 of the Principal Ordinance.

(b) To be dealt with by a Magistrate and if convicted sentenced to imprisonment of either description not exceeding 2 years or a fine not exceeding Fls. 150.

15. Any person who by any means whatsoever:—

(1) Procures or persuades any Reservist to commit an offence of absence without leave within the meaning of this Ordinance, or attempts to procure or persuade any Reservist to commit such offence; or

(2) Knowing any Reservist to be an absentee without leave within the meaning of this Ordinance conceals such Reservist or aids or assists him in concealing himself or employs or continues to employ him or aids or assists in his rescue, shall be liable upon conviction by a Magistrate to rigorous imprisonment for a period not exceeding one year or to a fine not exceeding Fls. 375.

Nairobi,

31st January, 1921.

T. O. FITZGERALD, Lt.-Col.,  
Officer Commanding Troops,  
Colony and Protectorate of Kenya.

## GENERAL NOTICE No. 157.

## NOTICE.

## TENDERS FOR GRAZING RIGHTS BETWEEN FARMS

L. O. Nos. 353 &amp; 355 AT MACHAKOS, 1,000

ACRES IN EXTENT AND RUNNING SOUTH.

1. THE undersigned is prepared to receive on behalf of the Government, subject to the conditions set out below, tenders by way of rent for the grazing rights over all that piece or parcel of land situate at Machakos comprising approximately 1,000 acres between Farms Land Office Nos. 353 and 355 and running South.

2. Such rights will be leased under a tenancy agreement from 1st March, 1921, for a term of 3 months; the tenancy to be determinable at any time thereafter by either party giving to the other, one month's notice in writing.

3. Plans of the area may be seen at the Land Department, Nairobi, and at the District Commissioner's Office, Machakos.

4. All tenders should be submitted to the Commissioner of Lands, Nairobi, on or before the 21st February, 1921.

5. The highest or any other tender will not necessarily be accepted and no tender below 10 cents per acre per annum will be considered.

6. The conditions of the tenancy agreement will be approximately as follows:—No white occupation or improvements will be required, and no compensation will be paid to the tenant for any improvements he may have effected during the tenancy, but he will be allowed to remove such improvements, if any, on or before the expiration of the tenancy should he so desire, provided that in so doing he does no damage to the land or makes good any damage done. All improvements not so removed will become the absolute property of the Government.

7. The rent shall be payable monthly in advance, the first of such payments to be made on or before the 1st March next.

8. The land shall be used for the purposes of grazing only, and the tenant shall not remove any sand, stone, clay, chalk or timber therefrom.

9. The tenant shall not assign, sublet or otherwise part with his interest under the agreement without the written consent of the Commissioner of Lands first had and obtained.

10. No survey fees shall be payable by the tenant.

11. The cost of the preparation of the licence will be approximately Fls. 30.

Nairobi,

29th January, 1921.

H. T. MARTIN,  
Commissioner of Lands.



## GENERAL NOTICE No. 158.

## PUBLIC WORKS DEPARTMENT, UGANDA.

## TENDERS FOR FURNITURE.

1. Tenders are invited for the supply of the following articles of furniture, in accordance with standard plans, copies of which may be seen at the offices of this Department in Entebbe, Kampala and Jinja, and at the offices of the Director of Public Works, Kenya Colony at Nairobi.

2. Tenders, which should clearly be marked "Tenders for Furniture" and specify materials from which the articles will be made, and the date of delivery must reach the undersigned not later than March 7th, 1921.

3. Samples of material should be submitted when possible.

4. Tenders will be considered for each individual item. The lowest or any tender not necessarily accepted.

Bedstead, iron, single with Mosquito frames	...	...	50
Mattresses	...	...	50
Pillows	...	...	100
Mosquito nets	...	...	50
Chairs, arm	...	...	100
Chairs, sitting room	...	...	350
Tables 5' diameter round	...	...	60
" 4'       "       "	...	...	60
" 7' x 4'	...	...	30
" 6' x 3' 6"	...	...	70
" 5' x 3'	...	...	50
Wardrobes	...	...	8
Dressing tables	...	...	8
Commodore	...	...	50

Forms of contract and further information can be obtained from the Director of Public Works, Entebbe, Uganda.

Entebbe, Uganda,  
29th January, 1921.

T. F. FIRR,  
*Acting Director of Public Works.*

## GENERAL NOTICE No. 159.

## CURRENCY BOARD.

## NOTICE.

NOTICE is hereby given that the Right hand half of Currency Note No.  $\frac{A}{2}$  82699 for Rs. 5 has been presented to the Currency Officer for payment by Standard Bank of South Africa Ltd., Mombasa. Any person claiming to be entitled to payment in respect of the said half note, should communicate forthwith with the Currency Officer. In the absence of any such claim being established within three months of this date, payment for the said half note will be made to the said Standard Bank of South Africa Ltd., Mombasa, and the half note will be cancelled.

Mombasa,  
January 28th, 1921.

G. D. KIRSOPP,  
*for Currency Officer.*

## GENERAL NOTICE No. 160.

## CORPORATION OF NAIROBI.

NOTICE is hereby given in terms of "The Nairobi (Rating of Unimproved Site Values) Ordinance, 1921," Section 4 (1), that the Valuation Roll for Nairobi has been completed. The Roll or a copy thereof will be open for inspection at the Municipal Offices, Nairobi, from this date until Wednesday 23rd February, 1921. Every person claiming to be the owner of property included in the Roll, or the authorised agent of any such person, will be at liberty to inspect the entries in the Roll relating to his own property and any immediately adjoining properties only and to make extracts therefrom, free of charge, until the said date.

Notice is also hereby given under Section 4 (2) of the said Ordinance that the 7th day of March next is hereby fixed as the last date by which objections to valuations must be lodged with the Valuation Appeal Court by any parties interested except such as during all or any part of the period from now until the said date shall not be resident in the Colony of Kenya or Protectorate of East Africa. Objections must be delivered on or before the said date to the office of the Resident Magistrate, Nairobi, and a copy of every note of objections must be lodged with the Town Clerk by the said date.

Property owners not resident in the Colony or Protectorate are allowed six months from 9th February, 1921, within which to inspect entries in the Roll, and a further 10 days within which to appeal, *vide* Section 11 of the Ordinance.

For and by order of Nairobi Municipal Council.

Municipal Offices,  
Nairobi,

9th February, 1921.

J. A. WATSON,  
*Town Clerk.*

## GENERAL NOTICE No. 19.

## TENDERS.

TENDERS are invited under the following conditions for the purchase of the Lease of an area of 4 acres or thereabouts, situate on Mombasa Island for the purpose of the erection of an Hotel.

1. The Lease shall be for a term of 99 years and shall commence from the 1st day of April, 1921, and the rent shall be payable from that date.

2. The rent shall be £120 per annum payable at the Land Office, Mombasa.

3. 25% of the purchase price shall be paid forthwith by the successful tenderer, and the balance of the purchase price, together with the rent due to December 31st, 1921. Survey fees, and the fees payable for the preparation, registration of the Lease, and stamp duty, payable in respect of the Lease shall be paid on the presentation of the Lease to the purchaser duly executed.

4. The premises to be used for the erection of an Hotel only and for no other purpose whatsoever.
5. The purchaser to covenant to expend the sum of not less than £50,000 upon the buildings, such buildings to be built of stone, brick or concrete.
6. The purchaser shall complete such buildings as a going concern within three years of the date of the Lease.
7. No building shall be erected on the plot unless plans, drawings, elevations and specifications thereof shall have been previously submitted to and approved by the Land Officer or such other person as he may appoint.
8. The purchaser shall further submit a block plan of the plot with the position of the buildings clearly defined and showing a system of drainage which shall satisfy the Medical Officer of Health, for properly dealing with the surface water on the plot, and before any building may be occupied, the purchaser shall satisfy the Medical Officer of Health that such system of drainage has been properly constructed.
9. The purchaser shall suitably connect his premises with any Town Drainage System, when, in the opinion of the Medical Officer of Health, such drainage scheme is so far completed as to enable the purchaser reasonably so to connect.
10. The purchaser shall be responsible for half the cost of the road *pro rata* to the road frontage.
11. No sub-division of the plot will at any time be allowed.
12. The purchaser shall, within one year of the commencement of the Lease, completely enclose the plot with a fence of suitable design and in conformity with the Township Regulations.
13. All outbuildings, offices, etc., shall be properly screened from view to the satisfaction of the Land Officer or such other person as he may appoint and shall be kept so screened during the term of the Lease.
14. No building may approach within a less distance than 10 feet of the boundary of the plot, and at least one-half of the plot must remain unbuilt upon.
15. The Director of Public Works or such person as may be appointed for the purpose shall have the right to enter upon the plot and lay and have access to water mains and service pipes, telegraph or telephone wires and electric mains of all descriptions whether overhead or underground, and the purchaser shall not erect any building in such a way as to cover or interfere with any existing routes, main, or service pipes or the telegraph or telephone wires and electric mains aforesaid.
16. The purchaser shall be allowed to cut a road from the Hotel to the Coast road, such road shall not exceed 50 feet, and shall be subject to the approval of the Director of Public Works.
17. The Government will not permit the erection of any building between the Hotel plot and the sea.
18. The purchaser shall be permitted to quarry coral on the slopes in the front of the plot for use in the erection of the Hotel only, provided the grounds are levelled after quarrying, to the satisfaction of the Commissioner of Lands.

19. No tender of less than £1,000 will be accepted for the land.

20. Tenderers should state not only the amount they tender for the land, but up to what amount they are prepared to expend on the premises and within what period such expenditure will be made.

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

22. Plans of the area can be seen at the Land Office, Mombasa, or Nairobi, or may be obtained on application at a cost of Fls. 1/50 post free.

23. Tenders must be received by the Commissioner of Lands, Nairobi, on or before the 15th day of March, 1921, and should be marked "Tender."

Land Department,  
Nairobi,  
3rd January, 1921.

H. T. MARTIN,  
*Commissioner of Lands.*

#### GENERAL NOTICE No. 79.

##### NOTICE.

IT is notified for public information that His Excellency is prepared to receive applications for leases of agricultural land in the Coastal area on special terms and conditions, subject nevertheless to the Crown Lands Ordinance, 1915. In view of the primary importance of land so given out being properly used and developed it is proposed to impose stringent cultivation conditions but to charge no premium. Except in special cases where very large capital is involved, (which will be considered on their merits) such land grants will be subject to the following conditions in substitution for the development conditions imposed by the Crown Lands Ordinance, 1915.

(i) After one year from the date of the lease 1/20 of the Coastal area leased to be put under cultivation each year for five years and each 1/20 to be so maintained.

(ii) Within the subsequent five years a further quarter of the total area leased to be put under cultivation and so maintained.

(iii) Within a further period of five years a further quarter to be put under cultivation and so maintained, and thus  $\frac{3}{4}$  of the total area leased must be put under permanent cultivation within sixteen years from the date of the lease.

The public are particularly warned that they should not make applications unless they are in each case satisfied that taking into account local difficulties as regards labour, etc., they will be in a position to fulfil the conditions under which such leases would be granted.

So far as possible an applicant should apply for a definite area of land in a definite locality, and should enclose a rough sketch in his application.

Nairobi,  
28th December, 1920.

H. T. MARTIN,  
*Commissioner of Lands.*

## GENERAL NOTICE No. 132.

## HIS MAJESTY'S COURT OF APPEAL FOR EASTERN AFRICA.

THE next Session of His Majesty's Court of Appeal for Eastern Africa has been fixed to be holden at Mombasa and to commence on Monday the 14th day of February, 1921, at 10 a. m. or as soon thereafter as cases can be heard.

All appeal papers should be forwarded to the Registrar, His Majesty's Court of Appeal for Eastern Africa at Mombasa not later than the 31st day of January, 1921.

Mombasa,  
January 31st, 1921.

J. F. Sr. A. FAWCETT,  
*Registrar, H. M. Court of Appeal for Eastern Africa.*

## CAUSE LIST.

FOR HEARING ON 14TH FEBRUARY, 1921, AT MOMBASA.

Appeal No.	Civil or Criminal.	Appellant.	Respondent.	Original No. of Case	Appeal from.
7 of 1920	Criminal	H. M. Harries	Rex	58 of 1920	H. M. High Court of East Africa, Sittings at Nakuru.
8 of 1920	"	Wandichio s/o Achieng	"	53 of 1920	H. M. High Court of East Africa, Sittings at Kisumu.
9 of 1920	"	Hadji Ardhor	"	59 of 1920	H. M. High Court of East Africa, Sittings at Nakuru.
10 of 1920	"	Omelegu s/o Oswama	"	94 of 1920	H. M. High Court of East Africa, Sittings at Kisumu.
1 of 1921	"	Ongaria Macharia	"	78 of 1920	H. M. High Court of East Africa, Sittings at Kisumu

## APPLICATION.

11 of 1920	Criminal	Norman Godinho	Rex	4 of 1920	H. M. High Court of Uganda at Entebbe, in the District Registry at Kampala.
5 of 1920	Civil	Adam Issak & Bros.	G. Guigniony	3 of 1920	H. M. High Court of East Africa at Mombasa.

## FOR HEARING.

4 of 1920	Civil	Mehbabgool Sahibgool	A. Allidina Visram	73 of 1919	H. M. High Court of East Africa, in the District Registry at Kisumu.
14 of 1920	"	(1) Sydney Herbert Charrington, (2) Lt.-Col. Russell Primrose Wells, (3) Guy Aubrey Chalkley, (4) Mrs. Learmouth, (5) Lt.-Col. C. M. Truman, (6) Lt.-Col. Lionel Edward Kennard and (7) Capt. Harry Ferhuson Brace, carrying on business as:—Sokoki Plantations	The Powysland Plantations B. E. A., Ltd.	182 of 1919	H. M. Court of East Africa at Mombasa.
16 of 1920	"	Kachra Dharamshi	A. R. Caninghame	64 of 1920	H. M. High Court of East Africa, in the District Registry at Nairobi.
17 of 1920	"	Lachmandass	The Equator Brick and Tile Works	144 of 1920	H. M. High Court of East Africa, in the District Registry at Nairobi.
18 of 1920	"	Nicolas Garangiotis	George Layons	8 of 1920	H. M. High Court of East Africa at Mombasa.
19 of 1920	"	The Equator Brick and Tile Works	Lachmandass	144 of 1920	H. M. High Court of East Africa, in the District Registry at Nairobi.
20 of 1920	"	C. R. de Souza & Coy.	The British Resident	1096 of 1920	H. B. M. Court for Zanzibar.
21 of 1920	"	The General Manger of the Uganda Railway	Henry Tarlton	193 of 1920	H. M. High Court of East Africa, in the District Registry at Nairobi.
22 of 1920	"	Helmuth Eric Schwartz	Lindisfarne Mary Teresa Schwartz	180 of 1920	H. M. High Court of East Africa, in the District Registry at Nairobi.
1 of 1921	"	Lalji Raoji	Capt. W. B. Hollard and E. L. H. Tutt	(appeal) 5 of 1920	H. M. High Court of East Africa, Sittings at Nairobi.

## CAUSE LIST.—(Contd.)

FOR HEARING ON 14TH FEBRUARY, 1921, AT MOMBASA.

Appeal No.	Civil or Criminal.	Appellant.	Respondent.	Original No. of Case.	Appeal from.
2 of 1921	Civil	Fazlan Bibi	1. Tehran Bibi 2. Mahomed Din Kashmiri	Cause 1 of 1920	H. M. High Court of Uganda in the Kampala Registry.
3 of 1921	"	Kalidas Somabhai Patel	Genl. Manager, Uganda Railway	(Appeal) 31 of 1920	H. M. High Court of East Africa in the District Registry at Nairobi.
4 of 1921	"	Louis de Leeuw and Jacques Pierre de Villiers trading as:— De Leeuw de Villiers & Co.	W. J. Nicol, J. H. Wilson, W. A. Buchanan, W. A. M. Sim, E. H. Denne and J. Forbes trading as:—Smith Mackenzie & Coy.	138 of 1920	H. M. High Court of East Africa at Mombasa.
5 of 1921	"	Robert Kerr	G. P. Stevens Administrator of the estate of R. E. Kerr	626 of 1919	H. M. High Court of East Africa in the District Registry at Nairobi.

## GENERAL NOTICE No. 161.

IN H. M. HIGH COURT OF THE COLONY AND PROTECTORATE OF KENYA, AT NAIROBI.

## INSOLVENCY JURISDICTION.

CAUSE No. 29 of 1920.

IN THE MATTER OF DEVJI HIRJI &amp; Co., INSOLVENTS.

PURSUANT to a petition, dated the 4th day of September, 1920, by and on the application of the above-named debtors DEVJI HIRJI, DEVSHI LADHA and SOMCHAND MANEKCHAND, partners in the firm of DEVJI HIRJI & Co., carrying on business in partnership with LAKHAMSHI SAMAT and NARSHI PANACHAND in the Colony of Kenya and on reading the said petition and hearing the said DEVJI HIRJI, DEVSHI LADHA and SOMCHAND MANEKCHAND, it is ordered that the debtors be and the said debtors are hereby adjudicated insolvents, and whereas it appears to the Court that the appointment of a Receiver for the property of the said insolvents is necessary, it is also ordered that a receiving order be made against the insolvents and a receiving order is hereby made against the said insolvents and LAHORI RAM of Messrs. Imtiazali & Sons, Nairobi, is appointed Receiver of the property of the said insolvents. And it is further ordered that the said Receiver's remuneration be fixed at 5 per cent. on the total amount realized less any sums paid to creditors out of the proceeds of their securities.

Given under my hand and the seal of the Court, this 4th day of February, 1921.

JOSEPH SHERIDAN,  
*Judge.*

## GENERAL NOTICE No. 162.

IN H. M. HIGH COURT OF THE COLONY AND PROTECTORATE OF KENYA, AT MOMBASA.

## INSOLVENCY JURISDICTION.

CAUSE No. 1 of 1921.

RE JOSEPH CHARLES HANCOCK.

EX-PARTE THE CREDITOR.—HERBERT HEWITSON.

NOTICE is hereby given that the application of HERBERT HEWITSON, the above-named creditor for an order that JOSEPH CHARLES HANCOCK, Manager, Redcliffe Hotel, Likoni near Kilindini, the above-named debtor be declared insolvent under the Provincial Insolvency Act, 1907, will be heard at Mombasa on the 28th day of February, 1921, at 10 a.m.

Mombasa,

Dated this 24th day of January, 1921.

L. LLOYD-BLOOD,  
*Deputy Registrar.*

## GENERAL NOTICE No. 163.

IN H. M. HIGH COURT OF THE COLONY AND PROTECTORATE OF KENYA, AT NAIROBI.

## INSOLVENCY JURISDICTION.

CAUSE No. 1 of 1921.

IN THE MATTER OF MAKHABABGOOL S/O SHAIBGOOL AND MAMOORGOL S/O JNUABGOOL, CARRYING ON BUSINESS AS MAMOORGOL & Co.

EX-PARTE THE CREDITORS.—KARIMJI USUAFALLI &amp; BROS.

PURSUANT to a petition, dated the 13th day of January, 1921, against MAKHABABGOOL S/O SHAIBGOOL and MAMOORGOL S/O JNUABGOOL, carrying on business as MAMOORGOL & Co., Merchants of Kibigori, and on the application of KARIMJI USUAFALLI a partner in the firm of KARIMJI USUAFALLI & BROS., Merchants of Nairobi, creditors of the above-named debtors, and on reading the said petition and hearing the said KARIMJI USUAFALLI and MAKHABABGOOL S/O SHAIBGOOL one of the debtors, it is ordered that MAKHABABGOOL S/O SHAIBGOOL and MAMOORGOL S/O JNUABGOOL, the debtors, be and the said debtors are hereby adjudged insolvents. And whereas it appears to the Court that the appointment of a Receiver for the property of the said insolvents is necessary. It is also ordered that a receiving order be made against the insolvents and a receiving order is hereby made against the said insolvents and SOHAN SINGH of Kisumu is hereby appointed Receiver of the property of the said insolvents, and it is further ordered that the Receiver's remuneration be fixed at 5 per cent. on the total amount realized less any sums paid to creditors out of proceeds of their securities.

Nairobi.

Dated this 15th day of January, 1921.

JOSEPH SHERIDAN,  
*Judge.*

## GENERAL NOTICE No. 164.

IN H. M. HIGH COURT OF THE COLONY AND PROTECTORATE OF KENYA, AT NAIROBI.

## INSOLVENCY JURISDICTION.

CAUSE No. 5 of 1921.

IN THE MATTER OF HUSSEIN NANJI.  
EX-PARTE THE DEBTOR.

To all whom it may concern.

NOTICE is hereby given that the petition of the above-named debtor HUSSEIN NANJI of Nairobi, Merchant, for an order adjudicating him an insolvent under the Provincial Insolvency Act (No. III of 1907) will be heard at Nairobi on the 4th day of March, 1921, at 10 a.m.

Nairobi,

Dated this 31st day of January, 1921.

B. STONE,  
*Deputy Registrar.*

## GENERAL NOTICE No. 165.

IN H. M. HIGH COURT OF THE COLONY AND  
PROTECTORATE OF KENYA, AT NAKURU.

## PROBATE AND ADMINISTRATION.

CAUSE No. 18 OF 1919.

IN THE MATTER OF THE ESTATE OF SUSANNA ELIZABETHA  
BOTES, DECEASED.

PURSUANT to an order of the District Delegate of the above Court, made the 1st day of November, 1920, by which CHRISTOFFEL JACOBUS ROETS was appointed Administrator of the estate of the late SUSANNA ELIZABETHA BOTES.

TAKE NOTICE that all persons having any claims against the estate of the said SUSANNA ELIZABETHA BOTES, are required to lodge and prove such claims before me the undersigned on or before the 31st day of March, 1921, after which date only claims so proved will be paid and the estate distributed according to law.

Nakuru,

Dated at Eldoret this 3rd day of February, 1921.

F. J. CROXFORD,  
*Solicitor for the Administrator.*

## GENERAL NOTICE No. 166.

IN H. M. HIGH COURT OF THE COLONY AND  
PROTECTORATE OF KENYA, AT NAIROBI.

## PROBATE AND ADMINISTRATION.

CAUSE No. 28 OF 1920.

IN THE MATTER OF FRANK LAWRENCE MOON, DECEASED.

To all whom it may concern.

TAKE NOTICE that the final account in the above estate has been filed in this Court by the Administrator JOHN L. MOON of Nairobi and that this Court has fixed the 26th day of February, 1921, at 9-30 a.m., or soon thereafter as possible on that day to pass the account after which no objections can be heard thereto.

Nairobi,

Dated this 4th day of February, 1921.

B. STONE,  
*Deputy Registrar.*

## GENERAL NOTICE No. 167.

## PROBATE AND ADMINISTRATION.

CAUSE No. 37 OF 1920.

IN THE MATTER OF HUSEIN BUX s/o SHAIKH NOORDIN,  
DECEASED.

NOTICE is hereby given that on the 29th day of November, 1920, Letters of Administration to administer the estate of the deceased above-named were granted to MAHOMED HUSEIN s/o HUSEIN BUX, River Road, Nairobi. All debts due to the deceased's estate should be paid forthwith to the undersigned and all claims against the estate should be lodged with the undersigned not later than the 10th day of April, 1921.

Nairobi,

7th February, 1921.

V. V. PHADKE,  
*Advocate for Mahomed Husein  
s/o Husein Bux,  
Administrator of the Estate of Husein Bux  
s/o Shaikh Noordin, Deceased.*

## GENERAL NOTICE No. 168.

## PROBATE AND ADMINISTRATION.

CAUSE No. 45 OF 1920.

IN THE MATTER OF A. J. FERREIRA, DECEASED.

To all whom it may concern.

PURSUANT to an order of the High Court of the Colony and Protectorate of Kenya, dated the 7th day of January, 1921, by which the undersigned was appointed Administrator of the estate of the late A. J. FERREIRA, who died at Nairobi on the 8th day of December, 1920.

TAKE NOTICE that all persons having any claims against the estate of the said A. J. FERREIRA, are required to lodge and prove such claims before me the undersigned on or before the 1st day of April, 1921, after which date only the claims so proved will be paid and the estate distributed according to law.

Nairobi,

5th February, 1921.

A. P. FERREIRA,  
*Loco Workshop,  
Uganda Railway, Nairobi.*

## GENERAL NOTICE No. 169.

IN THE RESIDENT MAGISTRATE'S COURT,  
AT NAKURU.

## PROBATE AND ADMINISTRATION.

CAUSE No. 1 OF 1921.

NOTICE OF APPLICATION FOR PROBATE OF THE WILL OF  
VICTOR D'COSTA, LATE OF LONDANI, DECEASED.

TAKE NOTICE that application having been made in this Court by JOSE ANTONIO REGO of Nakuru for Probate of the Will of VICTOR D'COSTA, late of Londiani, who died at Nakuru on the 22nd day of August, 1920, this Court will proceed to make a decree in the same unless cause be shown to the contrary and appearance in this respect entered on or before the 15th day of March, 1921.

Nakuru,

26th January, 1921.

F. W. ISAAC,  
*District Delegate.*

NOTE :—The Will above-named is now deposited and open to inspection at the Court.

## GENERAL NOTICE No. 170.

## PROBATE AND ADMINISTRATION.

CAUSE No. 27 OF 1921.

IN THE MATTER OF RAJA PUNJABI, DECEASED.

To all whom it may concern.

TAKE NOTICE that on or after the 24th day of February, 1921, I intend to apply to the High Court of the Colony and Protectorate of Kenya at Mombasa for an order to administer the estate of the above-named RAJA PUNJABI, who died at Kapsamonget, on the 4th day of January, 1921.

Mombasa,

31st January, 1921.

J. W. H. PARKINSON,  
*Administrator General.*

## GENERAL NOTICE No. 100.

## TENDERS.

TENDERS are invited by the Central Tender Board for the supply of the undermentioned Foodstuffs to various Government Departments during the six months ending 30th September, 1921, as specified :—

Article.	Approximate quantity.	Place.
Beans (Mixed)	136,600 lb.	Nairobi
" "	21,480 lb.	Kabete
" "	30,000 lb.	Mombasa
" "	15,600 lb.	Kisumu
Bran	5,090 lb.	Nairobi
Bread	10,080 lb.	"
Butter (Fresh)	672 lb.	"
Cotton Seed	26 tons	Kabete
Dates	60,000 lb.	Nairobi
Ghee	2,369 Frasilas	"
"	128 Frasilas	Mombasa
"	21 Frasilas	Kisumu
Hay	90 tons	Kabete
Jogree	17,500 lb.	Nairobi
Maize, Grain	136,404 lb.	"
" "	151,000 lb.	Kabete
" "	10,029 lb.	Nakuru
" "	18,469 lb.	Naivasha
" "	15,000 lb.	Kisumu
" "	22,000 lb.	Mombasa
" "	44,298 lb.	Nyeri
Maize, Crushed	29,040 lb.	Nairobi
" "	30,000 lb.	Kisumu
" "	30,000 lb.	Nyeri
Maize Meal	566,200 lb.	Nairobi
" "	98,800 lb.	Kabete
" "	37,750 lb.	Nakuru
" "	51,150 lb.	Naivasha
" "	64,400 lb.	Londiani
" "	132,000 lb.	Kisumu
" "	333,320 lb.	Nyeri
" "	54,000 lb.	Narok
" "	67,040 lb.	Eldoret
" "	35,000 lb.	Mombasa
Meat	27,106 lb.	Nairobi
Milk (Fresh)	13,920 pints	European Hospital, Nairobi
" "	12,800 "	Native Civil Hospital Nairobi
" "	7,200 "	K. A. R. Hospital, Nairobi
" "	6,600 "	Prison, Nairobi
Milk (Condensed)	100 cases	Nairobi
" "	12 cases	Mombasa
Mtama	20,000 lb.	"
Oil Cake	6 tons	Naivasha
Rice (Halwa)	14,164 lb.	Nairobi
" "	29,500 lb.	Mombasa
" "	1,020 lb.	Kisumu
Salt (Coarse)	28,608 lb.	Nairobi
" "	2,840 lb.	Mombasa
" "	4,020 lb.	Kisumu
Salt (Rock)	6 tons	Nairobi
" "	2 tons	Naivasha
Sim Sim Cake	3 tons	Kabete
Vegetables, <i>i. e.</i> Sweet or English Potatoes, Mohogo Yams or Pumpkins	5,700 loads	Nairobi
Vegetables, <i>i. e.</i> Sweet or English Potatoes, Mohogo Yams or Pumpkins	530 loads	Kisumu
Vegetables, <i>i. e.</i> Sweet or English Potatoes, Mohogo Yams or Pumpkins	1,330 loads	Mombasa
Wheat Flour No. 4	9,840 lb.	Nairobi
" " "	8,000 lb.	Mombasa

Full particulars including Specifications and Special Conditions of Contract, information regarding method of delivery and quantities in which required may be had on application to the Central Tender Board, Treasury, Nairobi.

Tender and Contract Forms will be supplied on application to the Secretary and no Tender will be considered unless on the prescribed Form. Tenders for the above articles will be received up to and including 18th February, 1921, and may be sent either through the Post or placed in the Tender Box in Treasury.

Envelopes should be plainly marked "Tender for Foodstuffs." Samples of Foodstuffs specified in the form for Tender should be not less than *1 lb. weight* and be clearly labelled and marked with the name of the person tendering.

Tenders are also invited for the supply of the undermentioned articles to various Government Departments in Nairobi, Mombasa and Kisumu during the twelve months ending 31st March, 1922.

Tender forms and any other information may be obtained from the Secretary to the Central Tender Board, Treasury, Nairobi.

Tenders will be received up to and including 18th February, 1921. Tenders for the supply of articles at Nairobi should be addressed to the Secretary, Central Tender Board, Treasury, Nairobi. Tenders for the supply of articles at Mombasa should be addressed to the Chairman, Subordinate Tender Board, Transport Department, Mombasa. Tenders for the supply of articles at Kisumu should be addressed to the Chairman, Subordinate Tender Board, District Commissioner's Office, Kisumu.

Article.	Place.
Americani	Nairobi, Mombasa, Kisumu
Bags (Gunny) (new and second hand)	Nairobi, Mombasa
Bags (Waterproof 2' x 2')	Nairobi
Blankets (Porters)	"
Firewood (Mohogo and Native)	"
Laundry Work	"
Kerosene Oil	Nairobi, Mombasa, Kisumu
Soap (Bar, Blue Mottled or Yellow)	" " "

The Treasury, Nairobi,  
January 12th, 1921.

A. SMITH,  
*Secretary, Central Tender Board.*

#### GENERAL NOTICE No. 171.

#### THE PATENTS AND DESIGNS ORDINANCE, 1913.

##### CERTIFICATE OF ENTRY IN THE REGISTRY OF PATENTS.

Certificate No. 61.

THIS IS TO CERTIFY that an entry has been made in the Register of Patents in the name of Julian Francis Howard Harper of Kesima Estate, Ruiru, and Aubrey Lewis Hume Townsend of Ruker's Estate, Ruiru, as appears in the Schedule hereto.

This certificate is issued in pursuance of Section 8 of the above-mentioned Ordinance.

Date 27th January, 1921.

J. F. ST. A. FAWCETT,  
*Registrar.*

PROTECTORATE  
PATENT SEAL.

##### SCHEDULE.

Number of Application	61.
Date of Application	27th January, 1921.
Name of Applicant	Julian Francis Howard Harper of Ruiru.
Address of Applicant	and Aubrey Lewis Hume Townsend of Ruiru.
Number and date of Certificate of Registration in the United Kingdom	No. 147972 dated 10th April, 1919.
Nature of Patents	New or improved method of and means for washing coffee or other berries, beans, seeds, nibs or the like and when required, separating the lighter from the heavier.
Documents, etc., filed in Registry	<ol style="list-style-type: none"> <li>Two copies Letters Patent granted in England.</li> <li>Two copies Complete Specification accepted in England, 12th July, 1920.</li> <li>Two copies drawings in relation to the Patent.</li> <li>Affidavit.</li> <li>Power of Attorney in favour of A. Morrison.</li> </ol>

Mombasa,  
January 27th, 1921.

J. F. ST. A. FAWCETT,  
*Registrar of Patents & Designs.*

Game Licences issued in the Colony and Protectorate of Kenya for the quarter ended  
30th September, 1920.

No.	To whom issued.	Date of issue.	Residence.	Station issued at	Remarks.
SPORTSMEN'S GAME LICENCES.					
		1920			
3277	Major-General R. C. de Crespigny	July 5	Nairobi	Nairobi	
3278	Capt. R. E. Haslam	" 5	"	"	
3279	P. N. A. Lucas	" 29	"	"	
3280	Leslie Simpson	Sept. 20	"	"	
3281	W. E. Wright	" 20	"	"	
RESIDENTS' GAME LICENCES.					
		1920			
4644	G. M. Castle Smith	July 1	Meru	Meru	For 1 year
4350	Kher Singh	" 1	Guaso Nyero	Narok	
6771	H. Hall	" 2	Nairobi	Nairobi	To run from 25-9-20.
1156	E. J. E. Hawkins	" 2	Nyeri	Nyeri	
6409	P. J. Botha	" 2	Eldoret	Eldoret	
756	A. E. Hudson	" 3	Kericho	Kericho	
1581	J. Steenkamp	" 3	Eldoret	Eldoret	
1582	P. Van de Venter	" 3	"	"	
1707	F. C. Cumberlege	" 5	Machakos	Machakos	14 days licence
3894	M. K. Birch	" 6	Naivasha	Naivasha	
3895	D. A. Scollick	" 7	"	"	
6772	Jan Mohamed	" 8	Mile 341/9	Nairobi	C/o Newland Tarlton & Co.
757	C. T. L. Botha	" 9	Sotik	Kericho	
2620	Lt. Norden Kiold	" 13	Nairobi	Narok	14 days licence
4745	A. MacGregor	" 14	Londiani	Ravine	For 1 year
1583	L. C. de Jager	" 16	Eldoret	Eldoret	
4021	E. Tunstall	" 20	Limoru	Kiambu	
1584	Jan A. Enslin	" 21	Farm 142, U. G.	Eldoret	
4022	F. J. Bickwell	" 24	Uplands	Kiambu	
3896	L. J. Fey	" 26	Naivasha	Naivasha	
1085	S. S. Lombard	" 27	Farm 74	Eldoret	
6773	H. E. Major-General Sir Edward Northey, K.C.M.G., C.B.	" 28	Nairobi	Nairobi	
6774	Lady Northey	" 28	"	"	
6775	Capt. K. F. T. Caldwell, R.F.A.	" 28	"	"	
6776	Mrs. Clowes	" 29	"	"	
2621	G. Willmot	" 29	Kijabe	Narok	14 days licence
1777	Bryan Jenkins	" 30	Nairobi	Nairobi	14 days licence
6777	Mrs. Goodfellow	" 30	"	"	
6778	Maj. R. C. Goodfellow	" 30	"	"	
4645	I. R. Gillespie	" 31	Meru	Meru	For 1 year
1157	J. B. Soames	Aug. 3	West Kenya	Nyeri	
4985	J. A. Welmans	" 4	"	"	14 days licence
758	E. H. Currie	" 5	Kericho	Kericho	
3380	G. Fairbairn	" 12	Nakuru	Nakuru	
6410	Cornelius J. Stiger	" 14	Farm 905	Eldoret	
6779	W. C. Smith	" 17	Escarpment	Nairobi	
6780	Sir Northrup McMillan	" 17	Nairobi	"	
170	F. R. Mackey	" 17	Kisumu	Kisii	14 days licence
4986	G. C. Wiley	" 17	Nairobi	Nyeri	
1712	S. R. Shallcross	" 17	Naivasha	Rumuruti	
3381	W. A. C. Martin	" 19	Nakuru	Nakuru	
6781	Major B. Birbeck	" 20	Muthaiga	Nairobi	
6782	Mrs. B. Birbeck	" 20	"	"	
3897	W. M. Nightingale	" 25	Naivasha	Naivasha	
6783	G. R. Sandford	" 25	Nairobi	Nairobi	
6784	P. V. Hoffmann	" 25	Escarpment	"	
1586	G. Fonrie	" 26	Farm 140, U. G.	Eldoret	
1778	T. A. Safi	" 27	Nairobi	Nairobi	14 days licence
6785	Baron B. Von Blixen	" 30	Ngong	"	

(To be continued).