

CHAPTER 54

DEEDS OF ARRANGEMENT ACT

SUBSIDIARY LEGISLATION

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DEEDS OF ARRANGEMENT RULES

ARRANGEMENT OF RULES

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DEEDS OF ARRANGEMENT RULES

[Cap. 31 of (1948), Sub. Leg., L.N. 336/1957.]

PART I – DEEDS OF ARRANGEMENT RULES

1. Short title

These Rules may be cited as the Deeds of Arrangement Rules.

2. Interpretation

In these Rules, except where the context or subject-matter otherwise requires—

“**debtor**” means any person by or for whom, or in respect of whose affairs, a deed of arrangement as defined by the Act shall be made or entered into, and includes a firm of persons in co-partnership;

“**deed**” means any deed of arrangement as defined by the Act;

“**Registrar**” means the Registrar of Deeds of Arrangement constituted by the Act;

“**Registrar of the Court**” includes a District or Deputy Registrar of the Court having jurisdiction under the Act.

3. Forms

(1) The forms in the Schedule or forms of a similar character with such variations as circumstances may require shall be used.

(2) The Chief Justice may from time to time alter any of the forms in the Schedule or substitute new forms *in lieu* thereof; and any forms so altered or substituted shall be published in the *Gazette*.

PART II – REGISTRATION OF DEEDS

4. Affidavits

Affidavits made pursuant to section 7 of the Act shall be filed with the Registrar.

[Forms 4, 5, 6.]

5. Endorsement on copy of deed for filing

Upon every copy of a deed which is presented for filing there shall be endorsed, by the person who presents it, the name of the debtor, the date of the deed and of the filing thereof, the total amount of duty with which the deed is stamped and a certificate signed by the debtor or his advocate or the person who presents the copy for filing that the copy is a true copy of the deed.

6. Execution of deed by trustee prior to registration

An assignment of property by a debtor to a trustee or assignee for the benefit of his creditors shall not be registered under the Act unless it appears from the assignment that it has been or purports to have been executed, or (if not made by deed) signed by the trustee or assignee; and the Registrar shall before registering the assignment satisfy himself that the assignment purports to have been duly executed or signed as the case may be by the trustee or assignee thereunder.

7. Certificate of registration on original deed

When a deed is registered under the Act there shall be written on the original deed a certificate that the deed has been duly registered as prescribed by the Act, and the date of registration; and the certificate shall be sealed with the seal of the Registrar.

[Subsidiary]

*Searches and Extracts***8. Extracts from filed copy of deed**

Extracts from the filed copy of a deed shall be limited to the date of execution and registration, the names, addresses and descriptions of the debtor and other parties to the deed and a short statement of the nature and effect of the deed.

9. Search and inspection in court

(1) The Registrar of the court shall permit inspection of the index kept by him at all times during court office hours and the taking of such extracts as are permitted by rule 8 upon payment of the prescribed fee.

(2) He shall also cause certified or uncertified copies to be made of any copy of a deed filed in his office as required, and shall issue the same upon payment of the prescribed fee.

*Transmission of Copies to District Registries or other Courts***10. Endorsement to be made on copies transmitted to District Registries**

Upon every copy of a deed which pursuant to the Act is transmitted to any District Registry of the High Court or to any other court, there shall be written copies of every endorsement or certificate written on the original deed or on the filed copy thereof; and the copies shall be signed by the Registrar or by some other person duly authorized by him.

11. Transmission of copy by post

Copies of deeds required to be transmitted to any District Registry or other court may be sent by registered letter post.

12. Copies to be numbered and filed

The Registrar of the court shall number the copies of deeds received by him in the order in which they are received, and shall file and keep them in his office.

13. Extra copies of deed to be furnished in certain cases

Where a debtor has a place of business or residence in some place within the area of a District Registry, there shall be furnished to the Registrar sufficient copies of the deed to enable him to transmit one to the District Registry of each area in which the place of business or residence is situated.

14. Index to be kept

The Registrar of the court shall keep an index, alphabetically arranged, in which he shall enter, under the first letter of the surname of the debtor, the surname, with his Christian name, or such name as he may have, address and description, and the number which has been affixed to the copy.

15. Certified copies and searches

The provisions of sections 11 and 27 of the Act shall apply to all documents filed with the Registrar pursuant to the Act or these Rules.

PART III – PROCEDURE

16. Applications, how to be made

All applications other than applications under section 9 of the Act which by the Act or these Rules are directed or allowed to be made to the High Court shall be deemed to be proceedings in bankruptcy, and subject to the Act and these Rules shall be made in accordance with and in the manner prescribed for proceedings under the Bankruptcy Act (Cap. 53) and the Bankruptcy Rules, with such variations as the circumstances may require, and shall be supported by affidavit:

Provided that applications for extension of time for procuring the assent of creditors to a deed under subsection (1) of section 5 of the Act or for filing the statutory declaration required by subsection (4) of section 5 of the Act may be made *ex parte* and shall be supported by affidavit unless the court shall in any case otherwise order.

17. Applications, to whom to be made

(1) The application, together with the affidavit in support, shall be filed with the Registrar of the court, who shall appoint a day for the hearing of the application not earlier than fourteen days from the date of such filing.

(2) The Registrar of the court may direct notice of the application to be served on such person or persons as he thinks fit, but in the absence of any such direction the notice, together with copies of the affidavits in support, shall be served, when the application is made by the trustee, on the debtor and on any creditor or other person to be affected thereby, and, when made by the debtor, on the trustee and on any creditor or other person to be affected thereby, and, when made by a creditor, on the trustee and the debtor.

18. Evidence

Evidence to be used on the application shall, unless the court otherwise orders, be given by affidavit, but any party opposing the application may, by notice in writing addressed to any deponent or his advocate, require the attendance of the deponent for cross-examination; and a copy of every such notice shall be filed with the Registrar of the court.

19. Affidavits by parties other than applicant

Affidavits intended to be used by any party to such application, other than the applicant, shall be filed in the court, and copies served on the applicant not less than four days before the day appointed for the hearing of the application.

20. Chambers and adjournment to court

All applications referred to in the preceding rules shall be heard and determined in chambers, but a judge may in any case adjourn the application to be heard and determined in court.

21. Service of application under section 13(2)

Notice of any application under subsection (2) of section 13 of the Act to declare a deed void, or to appoint another trustee, shall be served on the trustee named in the deed not less than eight days before the day appointed for the hearing.

22. Application to determine liability on bond

If a trustee fails to pay to a guarantee society or insurance company, party to a bond given by him under rule 23, the annual premium payable by him within fourteen days of the date when the premium becomes payable, or if the society or insurance company refuses to accept the premium, the society or insurance company may apply to the Registrar of the court to determine its liability under the bond and the Registrar of the court, if satisfied by affidavit that default in payment of the premium has been made by the trustee, or that the refusal of the society or insurance company to accept the premium in order that its liability may be determined is reasonable, may order that, as from the date of expiration of the year for which the last premium was paid, or as from the date of the order, whichever may be the later date, all further liability of the society or insurance company shall cease and determine save and except in respect of any loss or damage occasioned by any act or default of the trustee in relation to his duties as trustee previously to the cesser and determination of liability, and the Registrar of the court may exercise any of the powers conferred by subsection (2) of section 13 of the Act.

[Subsidiary]

23. Procedure on application under section 13(2)

Notice of any application under rule 22 shall be served on the three largest creditors named in the affidavit filed on registration of the deed not less than eight days before the day appointed for hearing the application, and any creditor may appear and be heard thereon, and rules 16 to 20 inclusive shall, so far as applicable, be observed.

PART IV – TRUSTEES

24. Security by trustee

(1) The security to be given by the trustee under a deed of arrangement pursuant to subsection (1) of section 13 of the Act shall be by bond of a guarantee society or insurance company.

(2) The Registrar of the court shall have an absolute discretion as to acceptance or refusal of the bond of any guarantee society or insurance company tendered to him.

(3) Pending the preparation of the bond, a cover note of an acceptable guarantee society or insurance company in the prescribed form shall be accepted by the Registrar of the court as temporary security.

[Form 9, 10.]

25. Copy of affidavit of debtor to be filed on giving security

The trustee, on giving security for the due administration of the deed and for accounting fully for the assets pursuant to subsection (1) of section 13 of the Act, shall produce and hand to the Registrar of the court to whom the security is to be given a copy, certified by him, of the affidavit of the debtor filed on the registration of the deed, and the Registrar of the court shall file the certified copy.

26. Certificate that security given to be sent to Registrar

When security has been given by a trustee pursuant to subsection (1) of section 13 of the Act, the Registrar of the court to whom it is given shall, within three days after receipt thereof, send to the Registrar a certificate signed by him that security has been given and the Registrar shall forthwith file it; and the Registrar of the court shall also send to the Registrar within three days after any order made under subsection (2) of section 13 of the Act has been drawn up, a copy of the order.

[Forms 11, 12.]

27. Notice by new trustee of appointment

A trustee of a deed appointed in place of an original trustee shall forthwith send to the Registrar notice of his appointment, giving his full name and address, and showing how and when the appointment was made, and the Registrar shall forthwith file the notice.

28. Notice to creditor of execution of deed, etc.

Notice under subsection (1) of section 26 of the Act to a creditor of the execution of a deed and of the filing of the certificate of the assents of creditors thereto shall be sent by prepaid registered post addressed to the creditor at the address mentioned in the affidavit of the debtor filed on registration of the deed, and service shall be deemed to have been made on the day on which the notice was posted.

[Forms 2, 3, 14.]

29. Audit of trustee's accounts

Where the Official Receiver in Bankruptcy causes a trustee's accounts to be audited, the trustee shall, within seven days of service upon him by registered post of an order made by the Official Receiver directing him so to do, deliver to the Official Receiver copies of all accounts transmitted by him to the Official Receiver pursuant to section 15 of the Act, together with an account in similar form from the date to which the last account extended to the date of the order; and the copies and account shall be accompanied by an affidavit of the trustee verifying them.

30. Certificate of audit

(1) The account as audited by the Registrar together with his certificate or observations thereon shall be filed and kept by the Official Receiver, and shall be open to the inspection of any creditor or of the trustee, who shall be at liberty to take a copy of the certificate or observations.

(2) A certified copy of the certificate or observations shall be supplied to the trustee or to any creditor on application.

PART V – ACCOUNTS

31. Transmission of accounts

(1) In the case of any deed executed by the debtor after the 1st January in any year, the first account shall commence at the date of execution of the deed and be brought down to the 31st December next following the date thereof, and shall be transmitted within thirty days, and thereafter each succeeding account shall be for the year from the 1st January to the 31st December in each year, unless the estate is wound up prior to the 31st December, when the account shall run from the previous 1st January in that year to the date of closing the account:

Provided that, in the case of any deed executed on or after the 1st October in any year, the account shall be filed not later than the 31st December in the following year.

(2) Each account transmitted under this rule shall be verified by affidavit.

(3) The trustee shall pay the prescribed fee to the Official Receiver at the time when he transmits his account.

[Forms 15, 16.]

32. Receipts and payments

Each receipt and payment shall be entered in such a manner as sufficiently to explain its nature.

33. Trading account

When the trustee carries on a business, a trading account shall be forwarded as a distinct account, and the total of receipts and payments on the trading account shall alone be set out in the yearly account.

[Form 17.]

34. Accounts, size of paper

All accounts shall be prepared on paper of such type as may be prescribed by the Registrar.

35. Petty expenses

Petty expenses shall be entered in accounts in sufficient detail to show that no estimated charges are made.

[Subsidiary]

36. Realizations

Where property has been realized, the gross proceeds of sale shall be entered as a receipt and the necessary disbursements and charges shall be entered as payments.

37. Dividends

Where dividends or instalments of a composition are distributed under the deed, the total amount of each dividend or instalment shall be entered in the trustee's accounts as one sum, and the trustee shall forward to the Official Receiver—

- (a) with each account in which a charge in respect of dividend or composition appears a statement showing the amount of the claim of each creditor and the amount of dividend or composition payable to each creditor, distinguishing in the statement the dividends or instalments paid and those remaining unpaid; and
- (b) with his final account a complete statement in similar form showing the amount of the claim and the full amount of dividend or composition paid to or reserved for each creditor.

[Form 18.]

38. Partnership accounts

Where the deed has been granted by a firm of debtors in partnership, distinct accounts shall be transmitted of the joint estate and of each partner's estate.

39. Imperfect accounts

Where it appears to the Official Receiver that the account transmitted by a trustee under a deed of arrangement is incomplete, or requires amendment or explanation, the Official Receiver may require the account to be completed or amended, or require the trustee to furnish explanations with reference to any of the entries appearing therein; and any such requirement by the Official Receiver may be enforced in the same manner as the transmission of accounts under section 15 of the Act.

40. Affidavit of no receipts or payments

Where a trustee has not since the date of his becoming trustee, or since the last time that his accounts have been transmitted, as the case may be, received or paid any money on account of the debtor's estate, he shall, at the period when he is required to transmit his accounts to the Official Receiver, forward to the Official Receiver an affidavit of no receipts or payments.

41. Affidavit verifying final account

As soon as a trustee has realized all the property comprised in a deed, or so much thereof as can be realised without unduly protracting the trusteeship, and has distributed a final dividend, or final instalment of composition, or in any other case as soon as the trusts of the deed and the obligations of the trustee have been completely fulfilled, the trustee shall forthwith transmit his final account together with an affidavit verifying it.

[Form 19.]

42. Summary of accounts or modified forms of account in particular cases

In any case in which it appears to the Official Receiver that an account of receipts and payments in the form and containing the particulars specified in these Rules may for special reasons be dispensed with, the Official Receiver may direct the trustee to transmit instead of accounts in the form therein specified, such a summary of his accounts or modified statement of accounts as to the Official Receiver appears sufficient.

43. Swearing affidavits respecting accounts

Affidavits required by or made in pursuance of section 15 of the Act, or these Rules, shall be sworn before a commissioner for oaths, a justice of the peace or the Registrar of the court, and may, if sworn in any place outside Kenya, be sworn before any person having authority to administer an oath in that place.

PART VI – FEES

44. Fees

The fees payable under these Rules shall be those specified in the Second Schedule.

FIRST SCHEDULE

FORMS

(r. 3)

1. General Title.
2. Assent of Creditor to Deed.
3. Statutory Declaration by Trustee as to Assents of Creditors.
4. Affidavit of Execution by Debtor.
5. Affidavit of Execution where Deed is first Executed by a Creditor.
6. Debtor's Affidavit, with Schedule of Creditors.
7. Form of Register to be kept by Registrar.
8. Statutory Declaration by Trustee that Creditors had Dispensed with Security.
9. Security by Trustee: Form of Bond.
10. Security by Trustee: Cover Note.
11. Certificate by Registrar of the Court that Security has been given by Trustee.
12. Order Declaring Deed Void or Appointing new Trustee.
13. Statement of Accounts to be sent to Creditors pursuant to section 16.
14. Notice to Creditors by Trustee under section 26(1).
15. Trustee's Account of Receipts and payments.
16. Affidavit Verifying Trustee's Account.
17. Trustee's Trading Account.
18. List of Dividends or Compositions.
19. Affidavit Verifying Trustee's Final Account.

Deeds of Arrangement

[Subsidiary]

FIRST SCHEDULE—continued

FORM 1

GENERAL TITLE

IN the Matter of a Deed of Arrangement between , of , (a) and his creditors, dated the day of , 20 (b) [..... , and registered under the Deeds of Arrangement Act on the day of , 20].

Trustee: A.B. of
.....
.....

- (a) Add description.
(b) Strike out words in brackets if deed has not been already registered.

FORM 2

ASSENT OF CREDITOR TO DEED

[Title]

I [We], being a creditor [creditors] of for Sh. , hereby assent to the above-mentioned Deed of Arrangement.

Dated this day of , 20

Signature, address, and description of witness to creditor's signature.

[Signed]

Deeds of Arrangement

[Subsidiary]

FIRST SCHEDULE—continued

FORM 3

STATUTORY DECLARATION BY TRUSTEE TO BE FILED WITH REGISTRAR AS TO ASSENTS OF CREDITORS

[Title]

I, ... of ... being the trustee under the above-mentioned Deed of Arrangement, do solemnly and sincerely declare that the requisite majority in number and value of the creditors of the said ... so far as to the same are known to me, have assented to the said Deed of Arrangement, and I make this solemn declaration conscientiously believing the same to be true and according to the Oaths and Statutory Declarations Act.

Declared at, etc.

FORM 4

AFFIDAVIT OF EXECUTION BY DEBTOR

[Title]

I, ... of ... make oath and say as follows:—

- 1. The document hereto annexed marked "A" is a true copy of a Deed of (a) ... and of every Schedule or Inventory thereto annexed or therein referred to, and of every attestation of the execution thereof.
2. The Deed was executed on the ... day of ... 20 ... by ... the debtor, at ... o'clock in the ... noon. I was present when the debtor executed the said Deed, and saw him execute it.
3. The said (b) ... resides at ... and is a ...
4. The place [places] where the business of the said ... is carried on is [are] as follows (c) ... Sworn at, etc.

- (a) State whether deed or assignment of property; deed of or agreement for a composition; a deed of inspectorship; a letter of licence; or an agreement to carry on or wind - up debtor's business.
(b) Insert name, residence and occupation of debtor.
(c) State also in what other names (if any) debtor carried on business.

FORM 5

AFFIDAVIT OF EXECUTION WHERE DEED IS FIRST EXECUTED BY A CREDITOR

[Title]

I, ... of ... make oath and say as follows:—

- 1. The document hereto annexed marked "A" is a true copy of a Deed of (a) ... and of every Schedule or Inventory thereto annexed or therein referred to.

Deeds of Arrangement

[Subsidiary]

FIRST SCHEDULE, FORM 5—continued

- 2. The Deed was first executed by (b), a creditor, who resides at, and is a, on the day of, 20, at o'clock in the noon. I was present when the said executed the said Deed, and saw him execute it.
- 3. The debtor (c),, resides at, and is a
- 4. The place [places] where business of the said debtor is carried on is [are] as follows (d) Sworn at, etc.

- (a) State whether deed of assignment of property; deed of or agreement for a composition; a deed of inspectorship; a letter of licence; or an agreement to carry on or wind up debtor's business.
- (b) Insert name, residence and occupation of creditor.
- (c) Insert name, residence and occupation of debtor.
- (d) State also in what other names (if any) debtor carries on business.

FORM 6

DEBTOR'S AFFIDAVIT

[Title]

I,, of, make oath and say as follows:

- 1. That on the day of, 20, I executed a Deed of (a)
- 2. The total estimated amount of my property included under the Deed is Sh., and the net amount of my property included under the Deed after deducting Sh., being the value (b) of securities held by creditors, and required to cover debts due to them, is Sh.
- 3. The total estimated amount of my liabilities included under the Deed is Sh., and the net amount of my liabilities included under the Deed after deducting Sh., being the (c) amount covered by securities held by creditors, is Sh.
- 4. (d) The total amount of the composition payable thereunder is Sh.
- 5. The names of my creditors under the Deed with their full postal addresses (so far as the same are known to me) and the amount of debt due to or claimed by each of such creditors are contained in the Schedule to this my Affidavit.

Sworn at, etc.

- (a) State whether deed of assignment of property; deed of or agreement for a composition; a deed of inspectorship; a letter of licence; or an agreement to carry on or wind up debtor's business.
- (b) The estimated surplus (if any) from securities held by creditors should not be deducted from the gross amount of property.
- (c) This amount must correspond with the amount of securities deducted above. No deduction should be made in respect of the unsecured balances of partially secured debts.
- (d) If there is no composition payable, strike this clause out.

FIRST SCHEDULE, FORM 6—*continued*

<i>Names of creditors</i>	<i>Full postal addresses</i>	<i>Amount of debt due to or claimed by each creditor after deducting value of securities held by the creditor</i>

Deeds of Arrangement

[Subsidiary]

FORM 7

FORM OF REGISTER

No.	Name of debtor	Address	Place or places where business carried on	Description	Title of firm or firms under which debtor carried on business	Name and address of trustee (if any)	AMOUNT OF PROPERTY AS ESTIMATED BY DEBTOR			AMOUNT OF LIABILITIES AS ESTIMATED BY DEBTOR			Date of deed	Date of registration	Date of declaration of assent by majority of creditors	SECURITY		AVOIDANCE OF DEED		APPOINTMENT OF NEW TRUSTEE		REMARKS	
							Gross amount of property	Value of securities given excluding any estimated surplus	Net value of property	Gross amount of liabilities	Amount of debts covered by securities	Net amount of liabilities				Date of certificate	Date of declaration of dispensation	Date of order of court under s 13(2) of D. or A. Act.	Date of notice by trustee under s 22 of D. or A. Act.	Name and address of new trustee	By whom appointed		Date of appointment

FIRST SCHEDULE—continued

FORM 8

STATUTORY DECLARATION BY TRUSTEE TO BE FILED WITH REGISTRAR THAT CREDITORS HAVE DISPENSED WITH HIS GIVING SECURITY

[Title]

I, of being the trustee under the above-mentioned Deed of Arrangement do solemnly and sincerely declare that the requisite majority in number and value of the creditors of so far as the same are known to me, by resolution passed at a meeting convened by notice to all the creditors and duly held on the day of 20 [or by writing addressed to me], dispensed with my giving the security directed to be given by section 13(1) of the Deeds of Arrangement Act. And I make this solemn declaration conscientiously believing the same to be true and according to the Oaths and Statutory Declarations Act.

Declared at, etc.

FORM 9

SECURITY BY TRUSTEE UNDER SECTION 13(1) OF THE ACT

No.

Amount of guarantee: Sh. Annual Premium: Sh.

KNOW ALL MEN by these presents, that we [trustee] and the [a guarantee society or insurance company] (hereinafter called the said Society [Insurance Company]) are jointly and severally held and firmly bound to their Lordships and the Chief Justice and Judges of the High Court of Kenya in the sum of Sh., to be paid to the said Court, for which payment to be made I, the said and we, the said Society [Insurance Company], for ourselves and our successors, jointly and severally bind ourselves firmly by these presents.

Sealed with our seals, and dated this day of 20

WHEREAS on the day of 20 of executed a Deed of Arrangement for the benefit of his [or her or their] creditors, which was duly registered on the day of 20

And whereas the said (hereinafter called the said trustee) is the trustee under the aforesaid Deed of Arrangement; and whereas the estimated assets available for distribution among the unsecured creditors, as shown by the affidavit filed on registration of the Deed, amount to the sum of Sh. Now, therefore, the condition of this Bond or Obligation is such that if the said trustee shall administer the Trust Deed properly and account fully for the assets which come to his hands, and shall and do from time to time well and sufficiently perform and execute all and singular the duties required of him under the Deed of Arrangement of which he is trustee, and by any Statutes and Rules relating to such trusteeship, or if the said trustee shall fail therein and the said Society [Insurance Company] shall make good any loss or damage occasioned by any such default made on or after the date hereof to the estate of the said debtor to the extent of Sh., this Obligation shall be void or otherwise shall remain in full force and virtue:

Provided always, and it is hereby agreed and declared, that this Bond is entered into by the said Society [Insurance Company] on the condition that the capital stock and funds for the time being of the said Society [Insurance Company] shall alone be liable to answer and make good all claims or demands in respect of this Bond, and that no director or other proprietor or holder of shares of the said Society [Insurance Company] shall in any manner be personally liable or subject to any claims or demands, by reason of such Bond, beyond his or her particular share or shares of such capital stock and funds:

Deeds of Arrangement

[Subsidiary]

FIRST SCHEDULE—continued

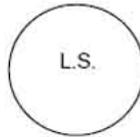
Provided further, and it is further agreed between the said trustee and the said Society [Insurance Company], that the said trustee on ceasing to act as such trustee as aforesaid shall forthwith give notice thereof in writing to the said Society [Insurance Company]:

Provided further, that the said trustee, and his heirs, executors and administrators, shall and will from time to time and at all times save, defend, and keep harmless the said Society [Insurance Company] and their successors and the capital stock, funds or property of the said Society [Insurance Company] from and against all loss or damage, costs and expenses which the said Society [Insurance Company] or the capital, stock, funds or property thereof shall or may or otherwise might at any time sustain or be put unto for or by reason or in consequence of the said Society [Insurance Company] having entered into the above written Bond for him and at his request.

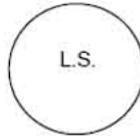
And the said trustee hereby covenants that he will, on the day of of each successive year during the continuance of his administration of the estate, under the Deed, pay or cause to be paid to the said Society [Insurance Company] the annual premium of Sh.

In witness whereof the said trustee hath hereunto set his hand and seal and the said Society [Insurance Company] have hereunto caused their seal to be affixed the day and year first above written.

Signed, sealed and delivered by the said in the presence of



The seal of the said Society [Insurance Company] was hereunto affixed in the presence of



FORM 10

COVER NOTE

Bond No., 20

Mr., of, having this day effected a Guarantee for Sh. in favour of Their Lordships the Chief Justice and Judges of the High Court of Kenya, as trustee under a Deed of Arrangement executed by on the terms and conditions contained in the Society's [Insurance Company's] Bonds (according to the form prescribed under the Deeds of Arrangement Rules), a Bond will be prepared and delivered to the Registrar of the Court within fourteen days of this date.

Dated this day of, 20

.....
Manager of the said Society or
Insurance Company.

Deeds of Arrangement

[Subsidiary]

FIRST SCHEDULE—continued

FORM 11

CERTIFICATE OF SECURITY

[Title]

I certify that Mr., of the trustee under the above-mentioned Deed of Arrangement, has given security to my satisfaction in the sum of Sh. by Bond (a) of the Society [Insurance Company] for the due performance of his duties under the Deed pursuant to section 13(1) of the Deeds of Arrangement Act.

Dated this day of, 20

Registrar of the Court

(a) Or cover note.

FORM 12

ORDER DECLARING DEED VOID OR APPOINTING NEW TRUSTEE

[Title]

WHEREAS is the trustee under the above-mentioned Deed of Arrangement; And Whereas it has been proved to the satisfaction of the Court that the said has failed to comply with the requirements of section 13(1) of the Deeds of Arrangement Act: Now, on the application of a creditor, and upon hearing, and upon reading, this Court doth declare the said Deed of Arrangement to be void [or doth order that, of, be appointed trustee under the said Deed in place of the said], but this Order shall not take effect unless the said shall give security as provided by section 13(1) of the Deeds of Arrangement Act within days after this date [or as the Court may order with reference to security],

By the Court,

Registrar

FORM 13

STATEMENT PURSUANT TO SECTION 16

[Title]

Statement of Trustee's Accounts and of proceedings under the Deed from the day of, 20 to the day of, 20

Deeds of Arrangement

[Subsidiary]

FIRST SCHEDULE—continued

RECEIPTS	£	Sh.	PAYMENTS	£	Sh.
Cash deposited by debtor with advocate for costs of deed			Law costs of preparation and registration of deed		
Cash at bank at date of deed			Law costs of advocate to trustee		
Cash in hand at date of deed			Other law costs (c)		
Book debts			Accountant's charges		
Stock-in-trade realized from sale by (a)			Auctioneer's and valuer's charges		
Machinery realised from sale by (a)			Trustee's remuneration		
Trade fixtures, fittings, etc., realised from sale by (a)			Possession		
Furniture realised from sale by (a)			Incidental expenses		
Surplus from securities in hand of creditors			Other costs and charges (c)		
Trading receipts			Total costs and charges		
Other property, viz.:— realised from sale by (a)			Allowance to debtor		
			Payments to creditors, viz.:—		
	£	Sh.		£	Sh.
Gross receipts			Rent from		
			20, to 20		
Less: Trading payments			Rates and taxes		
Payments to redeem securities, viz. (b)			Salaries and wages		
	£	Sh.	Other preferential payments, viz. (c)		
			Dividend of in the £ on £—		
			Paid		
			Unpaid		
			Other payments (if any) (c)		
			Total		
Net realizations			Balance in hand (if any)		
Balance due to Trustee (if any)					
	£			£	

- (a) Insert gross proceeds of sale, and state how goods were sold, e.g. by auction, by valuation, or as the case may be.
- (b) Here insert to whom payments made, nature of security redeemed and amount of each payment; or annex schedule giving these particulars.
- (c) Insert particulars or annex schedule.

Deeds of Arrangement

[Subsidiary]

FIRST SCHEDULE—continued

The total payments into the (d) Bank to the day of,, 20, were £, and the total payments out of the said Bank to the day of, 20, were £

The amounts of the assets and liabilities at the time the Deed was executed as estimated by the debtor were

Assets, after deducting Sh. the value of securities held by creditors and required to cover debts due to them, £

Liabilities, after deducting Sh. the amount covered by securities, £

The nature and value of the assets unrealised are (c)

The causes which delay the termination of the winding up of the estate are (c)

The estate will probably be completely wound up within

The following special circumstances affect the costs of realisation and the administration of the estate, viz. (c)

Trustee

[Address]

[Date]

FORM 14

NOTICE TO CREDITORS OF DEED OF ARRANGEMENT

[Title]

TAKE NOTICE that a Deed of Arrangement by, for or in respect of the affairs of of, has been duly executed and registered, and a certificate of the assents of creditors thereto duly filed, and that after the expiration of two months from [insert date of posting] you will not be entitled to present a bankruptcy petition against

..... founded on the execution of the Deed, or on any other act committed by him [them] in the course of or for the purpose of proceedings preliminary to the execution of the Deed, as an act of bankruptcy, unless the Deed becomes void.

Dated this day of, 20

Trustee under the said Deed of Arrangement

To A.B. (a creditor of the said debtor[s]).

Deeds of Arrangement

[Subsidiary]

FIRST SCHEDULE—continued

FORM 15

TRUSTEE'S ACCOUNT OF RECEIPTS AND PAYMENTS

No.

[Title]

Trustee

Account of Receipts and Payments pursuant to section 15 of the Deeds of Arrangement Act

RECEIPTS				PAYMENTS			
Date	Of whom received	Nature of receipt	Amount	Date	To whom paid	Nature of payment	Amount

Note.—The outstanding estate consists of [here set out particulars of any outstanding estate and the estimated value thereof].

FORM 16

AFFIDAVIT VERIFYING TRUSTEE'S ACCOUNT

[Title]

I, of , the trustee of the estate comprised in the above-mentioned Deed make oath and say—

1. That *[the account hereunto annexed marked "B" contains a full and true account of my receipts and payments on account of the estate comprised in the said Deed] from the day of, 20, to the day of, 20 inclusive, *[and that] I have not, nor has any other person by my order or for my use during such period, received or paid any moneys on account of the said estate *[other than and except the items mentioned and specified in the said account].
2. That on the day of, 20, and the day of, 20, I duly sent to each creditor of the said who has assented to the Deed a statement of accounts and proceedings as required by section 16 of the Deeds of Arrangement Act.

Sworn at, etc.

* If no receipts or payments, strike out the words in brackets.

Deeds of Arrangement

[Subsidiary]

FIRST SCHEDULE—continued

FORM 17

TRUSTEE'S TRADING ACCOUNT

[Title]

Account of Receipts and Payments in connection with the debtor's business, pursuant to rule 33.

Receipts			Payments		
Date			Date		

Trustee

[Date]

We have examined this account with the vouchers and find the same correct, and we are of opinion the expenditure has been proper.

Dated this day of, 20

[Member of the] Committee of Inspection

To be inserted if the accounts have been audited by a committee of inspection.

FORM 18

LIST OF DIVIDENDS OR COMPOSITIONS

[Title]

I HEREBY CERTIFY that a dividend [composition] of in the £ has been paid in the above matter, and that the creditors whose names are set forth below are entitled to the amounts set opposite their respective names in the columns headed "Amount of dividend [composition]"; and I further certify that the column headed "Unpaid" contains a full and complete list of all unpaid dividends [compositions].

Dated the day of, 20

Trustee

Deeds of Arrangement

[Subsidiary]

FIRST SCHEDULE—continued

To the Official Receiver.

Surname	Christian name	Amount of claim	Amount of dividend [composition]	
			Paid	Unpaid

FORM 19

AFFIDAVIT VERIFYING TRUSTEE'S FINAL ACCOUNT

[Title]

I, of the Trustee for the purposes of the above-mentioned Deed [or the person distributing the composition herein] make oath and say:—

1. That *[the account hereunto annexed marked "B" contains a full and true account of my receipts and payments on account of the estate comprised in the said Deed] from the day of, 20, to the date of swearing this my affidavit, inclusive, *[and that] I have not, nor has any person by my order or for my use during such period, received or paid any moneys on account of the said estate [other than and except the items mentioned and specified in the said account].
2. †That all the property assigned under the Deed, or so much thereof as can probably be realized, has been realized and distributed according to the terms of the Deed, and that a dividend [or dividends] of in the £ has been paid as shown in the list hereunto annexed marked "C".

OR

2. †That the composition proposed under the Deed has been fully received and distributed as far as possible, as shown in the list hereunto annexed marked "C".
3. That on the day of, 20, and the day of, 20, I duly sent to each creditor of the said who has assented to the Deed a statement of accounts and proceedings as required by section 16 of the Deeds of Arrangement Act.

Sworn at, etc.

* If no receipts or payments, strike out the words in brackets.

† Strike out paragraph not applicable, strike out both and add a special paragraph setting out the facts.

Deeds of Arrangement

[Subsidiary]

SECOND SCHEDULE

[Rule 44, L.N. 336/1957.]

FEES

Item	Fee	
	Sh.	Cts
1. On filing a deed—		
(i) where the total estimated amount of property included therein, or the total amount of composition payable thereunder, appears from the affidavit of the debtor—		
(a) not to exceed £1,000	20	00
(b) to exceed £1,000 but not to exceed £2,000	40	00
(c) to exceed £2,000 but not to exceed £3,000	60	00
(d) to exceed £3,000 but not to exceed £4,000	80	00
(e) to exceed £4,000	100	00
(ii) in every case to which the above fees do not apply	40	00
2. On certificate, endorsed on an original deed of the registration thereof	5	00
3. On filing a statutory declaration or notice with the Registrar of Deeds of Arrangement pursuant to the Act or these Rules	4	00
4. On searching the register and on inspecting the filed copy, including the limited extract to be taken pursuant to the Act and these Rules (for every name inspected)	4	00
5. On an account transmitted by a trustee in pursuance of section 15 of the Act: a fee upon the gross amount of the assets realised and brought to credit or in the case of a composition a fee upon the gross amount of the composition distributed during the period comprised in the account according to the following scale—		
(a) on every £100 or fraction of £100 up to £500	8	00
(b) on every £100 or fraction of £100 above £500	4	00
6. On an application under section 15(3) of the Act, to inspect accounts of a trustee under a deed of arrangement	2	00
7. On an application to the Official Receiver under section 17(1) of the Act, for an official audit of a trustee's account	30	00
8. On the audit of a trustee's accounts by the Official Receiver under section 17(1) of the Act: a fee, not being less than Sh. 150, according to the following scale on the amount brought to credit after deducting (1) the amount received and spent in carrying on the business, and (2) the amount paid to secured creditors out of the proceeds of their securities, viz.:—		
(a) on every £100 or fraction of £100 up to £5,000	30	00
(b) on every £100 or fraction of £100 beyond £5,000	15	00
Provided that there shall be deducted from this fee the amount of any fee taken on account transmitted under section 15 of the Act.		
9. On copies furnished by the Official Receiver per folio	0	50

COURT FEES

On applying to give security under a deed of arrangement, pursuant to section 13(1) of the Act—

For taking security and giving certificate, where the estimated assets available for distribution amongst the unsecured creditors, as shown by the affidavit filed on registration, are—

(a) less than £100 Sh. 15

(b) in all other cases Sh. 30

In any matter not specifically provided for in these fees, such fees as are eligible under the rules of court relating to civil matters.