

## Chattels Transfer Act

## FIRST SCHEDULE

[Sections 5, 7, 10, 22 and 34]

## FORM 1

## Affidavit on Registration of Instrument

In the High Court of Kenya.

In the matter of the Chattels  
Transfer Act.

I, [full name of deponent], of [place of residence or business], Kenya, [occupation], make oath and say as follows:—

1. The paper writing hereto annexed and marked "A" is a true copy of an instrument under the above-mentioned Act, and of every schedule or inventory thereon endorsed or thereto annexed or therein referred to, and of every attestation of the execution thereof, as made and given and executed by [full name of grantor].
2. The said instrument was made and given by the said [full name of grantor] on the ..... day of ....., 20 .....
3. I was present, and saw [full name of grantor] duly execute the said instrument on the ..... day of ....., 20 ....., at [state place where instrument executed].
4. The said [full name of grantor] resides at [place of residence], and is [occupation].  
[This may be varied to describe residence at date of instrument.]
5. The name subscribed to the said instrument as that of the witness attesting the due execution thereof by the said [name of grantor] is in the proper handwriting of me, this deponent.
6. I am [occupation] and reside at [place of residence].

..... E.F.

Sworn at ..... the ..... day of ....., 20 .....

Before me ..... G.H.

N.B.—If the grantor is absent from Kenya and executes the instrument by attorney, it shall be sufficient if the deponent states his belief as to the present address of the grantor. In the case of a company the registered office should be stated instead of the place of residence.

Where the original instrument is filed, the first paragraph of this affidavit should be struck out, and the second and third paragraphs will require some alterations.

## FORM 2

## Register Book

No.	By whom given			To whom given			Nature and date of instrument	Date and time of registration	Date of re-newal	Satisfaction entered
	Name	Residence	Occupation	Name	Residence	Occupation				

## Chattels Transfer Act

## FORM 3

## Affidavit on Renewal of Registration of Instrument

In the High Court of Kenya.

In the matter of the Chattels  
Transfer Act.I, [full name of deponent] of [place of residence or business], Kenya, [occupation], make oath  
and say as follows:—

1. I am the grantee of the instrument registered under the above Act, as No. ...., and  
made between [state names of parties to instrument, their residences and occupations, as  
appearing therein; also names of the parties to the instrument, their residences and occupa-  
tions at the time of the making of the affidavit].

[If the affidavit is made by an agent, clerk or servant of the grantee or grantor, state that fact,  
and also state briefly how deponent has become acquainted with the facts deposed to.]

2. The said instrument was registered on the ..... day of .....,  
20.....
3. The registration of the said instrument was last renewed on the ..... day of  
....., 20.....

[This paragraph is inapplicable where registration of the instrument is being renewed for the  
first time.]

4. The said instrument is still subsisting, and in full force and effect.

..... C.D.

Sworn at ..... this ..... day of ....., 20.....

Before me ..... G.H.

## FORM 4

## Instrument

A.B., of [state residence and occupation], being owner of the chattels mentioned in the schedule  
hereto [where a schedule is necessary], in consideration of the sum of Sh. .... lent and  
advanced to him by C.D., of [state residence and occupation] [or, if consideration not an advance  
of money, state any other consideration for which mortgage given], does hereby assign and trans-  
fer them to the said C.D. by way of mortgage to secure the payment of the said sum of Sh. ....  
on the ..... day of ....., 20....., with interest thereon  
in the meantime, and so long as that sum or any part thereof remains unpaid, at the rate of £ .....  
per centum per annum by ..... payments on the ..... day of  
the months of ..... and ..... in each year.

[Implied covenants, powers and provisions may be varied or negatived.]

In witness whereof A.B. has hereunto subscribed his name, this ..... day of  
....., 20.....

*Chattels Transfer Act*

FORM 4—*continued*

[Schedule]

..... A.B.  
Signed by the above-named A.B. in the presence of

..... E.F.  
[Residence and occupation]

FORM 5

*Memorandum of Satisfaction*

I, C.D., hereby consent to a memorandum of satisfaction being written upon the instrument [or registered copy of the instrument] given for securing the sum of Sh. ...., bearing the date the ..... day of ....., 20....., and made between ..... and ..... and registered on the ..... day of ....., 20....., as No. .... under the Chattels Transfer Act, the moneys for which the instrument was given as a security having been satisfied.

Dated this ..... day of ....., 20.....

..... C.D.  
(Grantee or Assignee)

Witness ..... E.F.  
[Residence and occupation.]

SECOND SCHEDULE

[Section 41]

*Covenants for Title*

1. That the grantor has good right and full power to assign to the grantee the chattels purporting to be hereby assigned; and that they are free and clear from encumbrances other than those herein mentioned.

2. That the grantor will, at his own cost, do and execute all such acts, deeds, matters and things for the better assigning the chattels hereby assigned, or intended so to be, as by the grantee may from time to time be reasonably required.

## THIRD SCHEDULE

[Section 42]

*Covenants, Provisos and Powers Implied in Instrument*

1. That the grantor will pay to the grantee the principal money and interest hereby secured, after the rate and at the time herein mentioned, without any deduction whatever.

2. That the grantor will also pay interest on any further advances that may be secured by this instrument, computed from the time of making them respectively, at the rate and on the dates mentioned for the payment of interest in this instrument.

3. That the grantor will not, at any time while any moneys remain owing on his security, do or allow any act or deed whereby the chattels hereby assigned shall or may become prejudicially affected, and will at all times, while any moneys remain owing on this security, duly pay all rents from time to time coming due in respect of any lands or premises on which any of the chattels hereby assigned are for the time being situated.

4. That the grantor will at all times, while any moneys remain owing on this security, keep and maintain all and singular the chattels hereby assigned in the same good order and condition in which they are at the date hereof; and, if any of them are damaged or destroyed, or cease to exist, will repair the damage, or replace the chattels so destroyed or ceasing to exist, with other chattels of the same nature; and further will, if required so to do by the grantee, execute any instrument that may be necessary to give to the grantee security over chattels replacing the chattels which have been destroyed or have ceased to exist.

*Provisos and Agreements Implied in Instruments*

5. Provided always, and it is hereby declared and agreed, that until the grantor makes default in the payment of any of the moneys hereby secured, or in the observance or performance of any covenant, condition or agreement herein expressed or implied, and on his part to be observed and performed, or until the grantor becomes bankrupt, or until execution is levied against the goods of the grantor and execution is not stayed or satisfied within ten days, the grantor may retain possession and use of the chattels hereby assigned.

6. Provided further that the giving by the grantor to the grantee of any bill of exchange or promissory note for the whole or any part of the money hereby secured shall not, until that bill or note is honoured or met, be considered as payment of or on account of the moneys secured by this instrument, or in any way affect or alter the rights or powers of the grantee by virtue of this instrument; and no promissory note or bill of exchange which before, at, or at any time after the execution of this instrument may be given by the grantor to the grantee for the whole or any portion of the moneys hereby secured, or the remedy thereon of the grantee or of the holder thereof, shall merge in the covenants herein expressed or implied.

*Powers Implied in Instruments*

7. Provided always, and it is hereby declared and agreed, that if default is made by the grantor in payment of any of the principal or interest moneys hereby covenanted to be paid on the day on which they ought to be paid according to the terms hereof, or in the observance or performance of any of the covenants, conditions or agreements herein expressed or implied, and on the grantor's part to be observed and performed, or if the grantor becomes bankrupt, or if at any time execution is levied against the goods of the grantor that execution is not stayed or satisfied within ten days, then and in that case the grantee, either personally or by his agent or servants may immediately thereupon or at any time thereafter, without any further consent by the grantor, and without giving to the grantor any notice, or waiting any time, and notwithstanding any subsequent acceptance of any payment of any money due on this security, enter upon any lands or premises whereon the chattels for the time being subject to this security