

E. AFRICA
1662

1667
RECEIVED
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Colonial

1914

January

Last previous Paper.

AGREEMENTS
MONTH OF 1914

Minutes

35750
25418

EXTRACT FROM MINUTES OF FILE 3311

x x x x x x x

It seems to me at this time that all these agreements should include more elastic provisions as to a "tour", e.g. a maximum period (not exceeding months) should be inserted and also a provision to the effect that sending a man home on leave at any time during the period covered by the Agreement ipso facto means the end of his tour.

Insd. J. S. R.
5/12/13.

W. Bottomey

Copies of two African agreements herewith

The Phonic file on wh. these matter arise has been in constant use with one

Next subsequent Paper.

12235

Question or another, & this General
Question sh. not be dealt
with.

1. So far as the length of the tour
is concerned, the W. & A.
agreements do show limits -
i.e. one tour of not less
two tours
than eight nor more than
twelve months' continuous
~~residential~~ residential service.

But in E.A. we engage men
for a "tour of thirty months' continuous
residential service" - but
so far from leaving it to the
Head of the man's Dept. to
fix the actual length of the
tour (as in W. & A.) between certain
limits, we insert provision
for the detention of the man
at the option of the Governor
after 30 months' for such
further period as may be
necessary in the interests of
the Govt. This, I should have
thought, was a very useful
provision - I expect that

But see
clause 11
Sh. provide
detention
in limit
duration
12 months

the Governor will protest when
we strike it out - but having
regard to Mr. Risley's minute
& W. & A. practice, I wd suggest
that Clause I of our
agreements (Schedule) run -

"1. The engagement of the person
engaged is for one tour of
twenty to thirty months'
continuous ~~service~~ residential
service; commencing from
the date of disembarkation
on the African Coast, ~~but~~
~~that~~ but the engagement may
be extended as provided for
in Clause 13. The
length of the tour shall be
fixed, within the limits
above mentioned, by the
Head of his Department."

2. A Clause could be added
to W. & A. african agreements
to meet Mr. Risley's second

Some question arises as to the employer
going home ~~at~~ ^{with} the same time after completing
20 before completing 30 months service -
It will not get his hours fixed at less than
30 months unless the Govt either wishes,
or is willing (at his request), to let him go.

In such cases the detention provision of
course ^{is normally} a dead letter, but I wd. keep
it for cases of sudden emergency ~~which~~
~~is not the case~~ ~~of the~~ ~~of the~~ ~~of the~~
~~of the~~ ~~of the~~ ~~of the~~ ~~of the~~ ~~of the~~

There wd. be no conflict, I think, if hours
is completed either by expiration ^{of} the
maximum period or of a shorter period
fixed by the Head of Dept.
After completion of the
the employer has in either manner
the Govt has option to detain him
but not presumably because it only
as an emergency.

I think clause 1, shd. make the meaning
of "completion" of a tour quite clear
and unambiguous - revised dt. of the clause
as amended by Mr. Parkman.
[Clause 13 will also require alteration.
Vide infra]

A 9 B) courses in the Birminghams period
amendments

A 11. This shd. begin "on the completion

Vide infra here
to "involuntary"
generally

of a tour of service the person

[in view of explanation of "completion" in
clause 1]

A 13. Forwards, the "end of the tour" is a fixed
date or 3 months notice of time for normally
or required.

Thereafter when a man has done, say,
24 months & it may be desirable to end
his tour the Head of his Dept. will fix
the period accordingly, and 3 months
notice will be impossible.

I suggest that the opening words of A 13
shd. be

"At some time within one month before
the completion of a tour of service the
person

The above amendments practically carry out my
suggestion that the grant of leave shd.
ipso facto end the tour, because leave can
only be granted when a tour is "completed"
as now defined, save in the one case
of involuntary home

I suggest for further reasons that it may
be advisable to collect together in one
clause the now scattered provisions as to
involuntary home - see 7(1) 9(3) and
11(1) at the end - and with regard

Some question arises as to the time before
going home ~~but~~ ^{at} some time after completion
20 before completion 30 months service.

He will not get his time fixed at less than
30 months unless the Govt orders otherwise,
or is willing (at his request), to let him go.

In such cases the definition provision of
course or ^{with normally} a fixed letter, and I will keep
it for cases of sudden increase, say - ~~of~~
~~of the period of the letter~~ ~~from the period~~
~~of the letter~~

There will be no conflict ~~there~~ - A time
is completed ^{either} by expiration ^{of} the
maximum period or of a shorter period
fixed by the head of Dept.

~~After~~ After completion of the
the employee's time in either manner
the Govt has option to return him
but not presumably increase it unless
as an emergency.

I think clause 1 shd make the meaning
of "completion" of a time explicit clear
and unambiguous - revised text of the clause
as amended by Mr Parkman.

[Clause 13 will also require attention -
Vide infra]

A 9 (b) I concur in the Bottomley's pencil
amendments

A 11. This shd begin "on the completion

Vide infra here
to "involuntary"
generally

of a time of service the person

[in view of explanation of "completion" in
clause 1]

A 13. Formerly, the end of the time was a fixed
date or a months notice & then for uncertainty
a requirement.

Afterwards when a man has done say
24 months & it may be desirable to end
his time the head of his Dept will fix
the period accordingly, and 3 months
notice will be impossible.

I suggest that the opening words of A 13
shd be

"At some time within one month before
the completion of a time of service the
person"

The above amendments practically carry out my
suggestion that the grant of leave shd
ipso facto end the time, because leave can
only be granted when a time is "completed"
as now defined, save in the one case
of involuntary home.

I suggest for further comment that it may
be advisable to collect together in one
clause the now scattered provisions as to
involuntary home - see 7(1) 9(3) and
11 (1) at the end - and with regard

to §9(3) I think that if a man involved
here can give notice to the C.A. during
leave it may be advisable that the C.A.
sh^d have a similar power - Action under
§7(1) in such a case is no longer possible
- certificate by the colonial agent M.O.
not being available, and further that
you sh^d have to give him 3 months
notice or for him a month delay
under §7(1)

I am to, however, that your practice in
such cases is to let him stick leave run
out or then say "you must go back
or resign."

At any rate I think the suggested
provision is what will be simpler
together & might somewhat clearer.

N.B. I have not time to look through
all these Agreements but have dealt
solely with 2 A.P. Class I

Whether is decided with me and to
the form of Agreement can be
adapted so far as may be necessary
otherwise for the others

J.S.M.
21/1/14

to B. Atmaly.

215

I regret the delay in dealing with
this paper.

I am submitt^{ing} for comment draft
of a 1st Class Agreement to
cover E.A., Uganda, Nyasaland
& Zanzibar. Somaliland is
complicated by lease regulations
& a different character & can
be dealt with separately.

If this agreement as revised is
approved, Class II agreements
proposed in P.T.C. can be brought
into line. & G.C. & Niger Dept.

and then consider whether 2nd
Agreements and revision on the
same lines.

Notes:-

Clause 1. This is Mr. Reilly's draft
in Subsection (3) Emergency
occurs, "in 2nd class agreements
it will be High Commissioner."

Clause 2. No charge.

Clause 3(1) I have put the words
"on first engagement" first,
as important in the sentence.

think that the
to be Resident,
is surely unnecessary
to refer to Mr. H.
to keep a man
to be
H.V.R.
P.M.

Clause 3 (1) The 1st & 2nd agreements with
Lata Marbani. At Hyderabad
Chiride with 2' bar Zaigiba
African Coast York. I have
substituted definite parts
is unsatisfactory - it won't
do for 2' bar in any case - &
ought a man claim for
pay from Suez?

3(2) See note on 1(3)
3(3) Clause 10 becomes
Clause 11 - see infra.

Clause 4.5. No change.

Clause 6(1) part of disembarkation
will, I think, do as
substitute here for African
Coast

Clause 7 ~~1(1)~~ I have here inserted
the phrase of absolute clause.
It is ~~more~~ much more
convenient in view of
Clause 8 which also
deals with leave in detail
i.e. sick leave.

(1) "On completion of a tour of
service" inserted in lieu
of words "after 30 months"
continuous residential service.
"If the engagement is being
extended as provided for in

see again
the N. Comm
Resident

including the
sentence as
engagement
reference to
the 11. This is
not wanted - the
engagement and
can be claimed
only if further
the person
employed.

Jagan
had

Clause 13 covers re-engagement
this alteration was suggested by
you & appd. by Whalley.
Last sentence "If invalided ..."
deleted & embodied in diff.
form in Clause 8.

Clause 8. Combines ill. health
clauses. i.e. 7(1), 7(2),
[9(3)] & last sentence of 11(1).

I have omitted 9(1) altogether
it is not now necessary, because
even in invaliding cases I have
made the tour terminate
when the ~~man~~ comes home,
ipso facto. It is our rule
that after the leave of any kind,
a man begins a new tour of
service - i.e. men on permit
staff - not that by the same
for men on agreement. Under
revised Clause 13 the man
can still say before leaving
whether he wants to be re-employed,
& the Gov. will say either 'No'
or 'Yes subject to M.A. proposing
you at home'.

This, I am sure, is a
considerable improvement

I have also set out fully the
sick leave regulations for an
insubordinate officer - they might
be in the agreement - but
the optional ext. on 1/2 pay
for a man not returning
(Article 974 §3) or ext. of
~~the~~ return sick leave on 1/2 (Article 974 §3)
pay have not thought it
necessary to specify, although
allowing for such ext. in last
line of §(2).

Clause 9. Original clause & no change.

Clause 10. " " 9. " "

Clause 11. " " 10. " "

Clause 12. No change. (Numbering
has returns to the original).

Clause 13. First sentence as revised
by Mr. H. H. H. H.

Clauses 14, 15. No change.

Footnote. Slightly amplified.

acc.
10 APR 1914

~~The Secretary~~ Sir G. Zacher 207
to Read

I think the Portico, except
Schedule covers all possibilities.

It is a question whether we ^{ought} ~~should~~ not
avoid the necessity for crossing out two
of the three ~~Portico~~ ^{choice} in each place
where the choice occurs. ~~The~~ ^{only} ~~way~~
~~to~~ This might be done by altering the
end of clause 1 (1) as follows:

... the substitution of the African port,
but the replacement may be extended as
provided for in clause 13. The words
"the African port" shall be understood
wherever they occur in the Schedule,
to mean Bombay in the case of
agreements for service in the East
Africa and Uganda Protectorates,
and ~~Chinde or Langata~~ ^{Langata} in the case of
agreements for service in Nyasaland
or Langata respectively.

and substitute "the African port"
in Cl. 3(1), Cl. 6(1) (^{part of} ~~part of~~ ~~the~~ ~~Portico~~)
Cl. 8(1)

The footnote at the end of the draft
relates to clauses 7 & 8. We had better
see a ~~draft~~ ^{draft} ~~before~~ ^{before} settling it.

Secretary
to Read
GZ

except forms

As the C.A. will have to study the agreement & if necessary explain it, he has better do so for other reasons.

(L.S.)

11/2/45

If a man on completion of a tour is granted leave and is also re-employed under clause 13, it may possibly happen that whilst he is at home either he changes his mind & wants to go back or the local Govt or the Co may hear of some time, to be. Disadvantage, and want want him to go back.

The former possibility is covered by §7(1) under which he can simply return to return and becomes liable to repay salary paid in respect of return leave.

The latter possibility is not expressly provided for - if the re-employment has been on the same terms as the original engagement provisions from §§9 & 10 will apply, but probably in most cases the fact will justify discharge under §9 and you will have under §10 to give him 3 months notice or for the cheques course pay him a months salary.

Subject to this, I think the Off. covers all possibilities.

The above point must be met (if it can be met) desirable

to provide for it) by an addition to §13 to the effect that re-employment on the Probation should be subject to confirmation here before the expiration of return leave and that if the re-employment should not be confirmed the employee should pay the salary paid him in respect of return leave.

J.S.R.

16/2/14

J.S.R.

10/2/14

Mr. J. J. J. J.

You have spoken about this to me and I suggest that for x-x of Clause 13 as drafted are as follows -

"At some time not less than one month before the completion of a term of service 30 months continuous residential service, or if the term is limited by the Head of the Department as indicated in Clause 1 (2) of this agreement then ~~within~~ ^{at} ~~each time of~~ the notification of the period fixed by the Head of the Department as shall give the Government reasonable time to consider the matter,"

and I should rather like to ~~re-employ~~ ^{add a 1/2}

rather not
adopt this
suggestion?
J.S.R.

the word "decide" in line 7 the
words ~~understand~~ if
circumstances permit, before he
leaves the Protectorate...

The object of this is that as
a reasonable time is perhaps
a difficult phrase to define
in any given case, we had better
give the Govt. a loophole for ^{amending or} ~~circumstances~~
~~circumstances~~ their decision after
he has left the job; but we have
had one or two cases where the Govt.
has mismanaged these
arrangements, deliberately, as it
seems, letting a man come home
thinking he was for good & then
telling us to tell him that he
will not, so on this point it may
be better not to give this loophole
but to risk - it is not really a big
risk - some ~~but~~ as to a
reason we have ~~arrangements~~
~~arrangements~~ A.P.

I forgot to mention that this ~~part~~
as to leave only applies to N. Land
& Cal. agreements, so that only
written is required also

Nothing is quite satisfactory; but I
have modified §13 with the Secretary's assistance (as I was on
Alouva 28.2.14 to handle the Rules
further)

We may have
the advantage

Class I
A.P. class I to be removed
SCHEDULE

with the
of
engagement

(1) The service period of the person engaged as
for a term of not less than twelve, nor more
than thirty months continuous residential
service commencing from the date of disembarkation
on the African Coast, but the term of engagement may
be extended as provided for in clause 13

(2) A term shall be deemed to be completed
upon the expiration of such period within
the limits above mentioned as may be
fixed by the Head of the Department or,
if no such period shall be so fixed,
upon the expiration of the maximum
period of thirty months service

(3) The person engaged as above may, notwithstanding
the completion of a term of service, be
re-engaged as the Protectorate at the option
of the Governor for such further period
as may be necessary in the
interests of the Government.

C of 1667/14 EA.

W. R. Ottaway

T. Kemmer

Clerk

ask him to take from the
the other on all matters

April 12. 1874

DRAFT.

CA.

2^o Subique

Gent.

MINUTE

Recd 23/1/14
W. R. Ottaway 24/1/14

- M. W. Reid
- Sr. G. Piddes.
- Sr. H. Just.
- Sr. J. Anderson.
- Lord Emmott.
- Mr. Harcourt.

I am to brief you that
 he has had under con-
 sideration the form of the agreement
 in which officers are
 engaged for service in
 East Africa and that he
 has decided to make
 certain changes in the
 schedule which is
 attached to the agreement.

Revised schedule
W. R. Ottaway

N.B. Copy with
file with but
without marginal
comments pencilled
through.

2.

2. A draft of the
proposed schedule for
Class I agreements
for the E. African Pts.
(Other than Somaliland)
is enclosed, & I am to
request that you will have printed or
submit to this Dept.
for comment & final
approval ~~proofs of~~ ^{proofs of} Class I
agreements for the E. Africa,
Uganda, Nyasaland &
Zanzibar Pts. ~~in the~~ ^{with the}
~~model~~ schedules in this form.

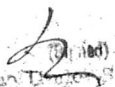
3. Where alternative
words occur, e.g. Governor
Resident,
'Governor' ~~will~~ should
appear in the agreements
for the first three Pts. &

& Resident for in that
for Zanzibar. In the
E.A. Uganda Pts. ^{III}
agreements, the post
of Disembarkation in
^{(3(1) and 8(1))}
Clause 1 (1) will be
Mombasa, in the
Nyasaland agreement
Clause x in the 2nd band
agreement Zanzibar.
As to leave, seeing
that the 3 day rule
is approved for the
whole of Uganda &
Zanzibar, "^{three} 3 days"
will appear in clauses
7 & 8 in the agreements
for those ^{two} Pts. "^{two and a half} 2 1/2
days" & the footnote
appearing only in the

the agreements for the S.A.
& Unilateral ^{protection} ~~agreements~~.

4. ~~The~~ When the Class I
agreements for these four
pts. have been finally
approved, the Class II
agreements & the Unilateral
pts. agreements will be revised,
also, so far as may
be necessary, those used
for the engagement of officers
in West Africa.

5. It will be convenient
if, in ^{forwarding} sending the proofs
of the new agreements, you
will send specimens of
the agreements now in use
(Class I & Class II) for
all the S. African pts.

 (180) N. J. ...