

EAST AFR. PROT
20689

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REG. B JUN 14

Phillips A.B.

1914

11 May

Termination of appl
as District Refuse made

Last previous Paper

Subst appeal

Tell him that his petition sh^d be
submitted thro' the fr^m he used D.F.

at once
H. J. R.
8/2/14

copy of June 14

Next subsequent Paper

40489

C/o General Post Office,

Nairobi - E. Africa.

79

20539
Rec^d
6 JUN 14

To,

The Right Hon'ble Lewis Harcourt,
H. M.'s Principal Colonial Secretary,
L O N D O N.

Honourable Sir,

I wish to lay before you this appeal against the treatment I have received from the following officials of the Uganda Railway viz:- H. Taylor, the General Manager, E. Eastwood, Chief Accountant, and G. A. Stanley, Traffic Manager.

On the 24th March last I sent an empty truck by the fuel train to the fuel siding three miles from Kijane Station to be loaded for me by Mr. Wright who is in charge of a fuel camp belonging to a Mr. Gladen Taylor. The truck was loaded and returned by the same train.

The day following its arrival I made enquiries regarding the matter and I was informed by the Trains Clerk it had arrived whereupon I telephoned from the Passenger Station to the Goods Department to enquire the amount of the freight and I was informed that no way-bill had been received.

About two days later I am made further enquiries and received the same reply. I made enquiries again some two or three days afterwards and the Trains Clerk had been informed by the Guard of the train that the contents of the truck were for me.

In

In the meantime I was forced to buy fuel locally and was not prepared to take a truck of fuel owing to lack of accommodation, so I offered the same to a Mr. Morris of the Accounts Department stating that the cost would be Rs. 25/- plus Rs. 11/- or Rs. 12/- freight, so he decided to take the truck load of fuel.

On Saturday, April 4th, I spoke to Mr. Higgs who is in charge of the Goods Department regarding the non-receipt of the way-bill and he said it had not come to hand yet. I informed him I wished to take delivery and he said he would let me know the amount of freight on the following Monday, debit Nairobi Station with the amount and credit same Kigali which would put the matter in order.

On Monday I was informed that Mr. Eastwood in company with Mr. Saville, Loco Superintendent, and Mr. Bremer Assistant Loco Superintendent, came to the Station about 11.30 A.M. and called upon the Carriage Examiner to produce his daily wagon register to ascertain whether a record of the truck had been kept by him which they found duly in order. About 2.30 the same day I was called to Mr. Stanley's office and questioned regarding the truck this by Mr. Stanley. After answering several questions on the matter I asked Mr. Stanley what the inference was to which he made no reply, but sent for Mr. Eastwood and I was again questioned by him on various points in the presence of Mr. Stanley who took down what was said in writing. Mr. Eastwood, I may mention, is the Chief Accountant and has nothing to do with me personally as I was in the Traffic Department under Mr. Stanley. Several members

members of the staff were then called in and questioned by Mr. Eastwood including the day duty Trains Clerk, Goods Clerk, Goods Agent and Mr. Morris. After they had all been questioned nothing further was said on the matter until the following day when I was asked to appear at the Manager's Office in the presence of Mr. Eastwood and Mr. Stanley. I was again questioned by the Manager and requested to state what I knew about the matter. No accusation of any kind had been made against me, but the inference certainly was that I had endeavoured to obtain this truck of fuel without paying any freight.

I then reiterated the whole points of the case viz:- That in the instance when the truck was sent a wire was issued by means of a Railway message to Mr. Wright asking him to load the truck. The truck arrived without a way-bill and was left in the yard for ten days and was still there under load in a siding near the Railway Quarters for offloading by Mr. Morris. A record of the truck was traced in the Carriage Examiner's Wagon Register, the Vehicle Guidance Book, the Guards Train report and the Trains Clerk's memo book. The only omission of entry was by the Acting Night Trains Clerk who failed to enter it in the Good Shed Wagon Register. The man then acting was not a permanent Trains Clerk, but a Goods Clerk. I pointed out that had I in any way intended to defraud the Railway I should not have acted in the manner I did. The issue of a Railway message, the original of which

which is forwarded to Mr. Stanley's Office for scrutiny. The Guards train report which is also sent for checking, the entries being made in all the station records with the one exception mentioned above and the truck afterwards left in the station for ten days under the observation of everybody and especially that of Mr. Stanley who walks around the station daily, and that when offering the fuel for sale I stated the amount plus the carriage which was corroborated by Mr. Morris.

I then appealed to Mr. Stanley and asked him if during my two and a half years service on the Uganda Railway he had anything against me on my file or had had at any time the slightest cause to treat me with suspicion to which he replied in the negative.

I was then notified by Mr. Stanley not to return to duty until the matter was settled.

About an hour afterwards I was called to Mr. Stanley's office and he informed me verbally that the case was been considered a very serious one and that I could not remain in the service and saying I would be paid a month's salary in lieu of notice and he refunded my provident fund with full bonus and interest. Subsequently on the 1st May 1914 I was paid off accordingly. I feel that the action taken has been most drastic and vindictive. The parties mostly concerned in the case were not called. Mr. Wright who loaded the fuel was prepared to say how the omission of booking occurred and this was mentioned by me at the inquiry, but no action was taken. The Guard, who worked the train and who should

have issued a siding ticket for the truck, was not called, and the Clerk who omitted to make his entry in the book Goods Register was not called. The three parties here unenumerated were those who, if any instructions had been given by me, would have received them and these persons were entirely ignored after my having mentioned them at the time.

I came to East Africa two and a half years ago and received an appointment as Guard from Mr. A. E. Cruickshank who was then Traffic Manager. I worked for three months only as a Guard and was then appointed Assistant Station Master, Nairobi, where I remained until January last and then received the appointment as District Station Master in the absence of the late District Station Master proceeding on leave.

During my services on the Railway I have not at any time been fined or cautioned for misconduct, insubordination or insubordination, but have risen during the short service of two and a half years from a Guard to District Station Master having under my control four fifths of the line doing the whole of the train ordering and movements of rolling stock and district working for 481 miles, the total mileage of the Railway being 584 miles and now on the first occasion when they thought fit to query my actions the extreme step has been taken without the slightest grounds for so doing and I have thereby forfeited my six months leave which was due on May 15th 1914. I feel that it was a great injustice as there is not the slightest foundation in facts and

no intention or attempt to in any way defraud the Railway as the whole of the staff under me will confirm that they have not either on this or any previous occasion received any instructions of the kind suggested by the officials named in this appeal.

Had the case been proved against me then I was not entitled to the smallest consideration and my Provident Fund should not have been paid me with full bonus and interest.

The letter which I received from the Manager a copy of which I enclose states that I am dismissed under clause 6 of my agreement whereas if their action is warranted I should have been dismissed under clause 5.

I make this appeal and lay my case before you, Sir, for your esteemed consideration that I may be reinstated if not on this Railway a Government Railway in another Colony and that the leave may be granted. Should my requests receive your favourable consideration and my leave granted I should esteem it a great favour if you would grant me a personal interview at your own convenience when the whole details of the case could be more explicitly explained and every detail of the case placed before you.

NAIROBI,
11th May 1914.

I remain

Sir,

Your most humble and obedient servant,

A. B. Phelan
Late District Station Master,
NAIROBI.

UGANDA RAILWAY.

85

No. A/2/33/655.

General Manager's Office,

NAIROBI, April 7th, 1914.

The Traffic Manager,
Uganda Railway,
N A I R O B I.

Mr. A.B. Phillips - District Station Master.

NAIROBI.

Sir,

I regret that the action of Mr. A.B. Phillips, District Station Master, Nairobi, in regard to a truck of fuel makes it impossible for me to retain him longer in the responsible position of District Station Master and I have to ask you to dispense with his services under para: 6 of his agreement ~~and~~ one month's pay in lieu of notice.

2. I have read the report of the evidence taken by you at the joint enquiry with the Chief Accountant and Mr. Phillips has been before me to explain his conduct in the case and I regret he has not satisfied me that he acted in the way a responsible official - a District Station Master - should have acted and I cannot but come to the conclusion that he is unfit for the position he holds.

I have the honour to be

&c.

(Sd) H.B. TAYLOR

General Manager.

H.421.

Copy forwarded to Mr. A.B. Phillips, Nairobi, for information.

(Sd) G.A. Stanley
Traffic Manager.

UGANDA RAILWAY.

Agreement Form

I, the undersigned, do hereby agree to serve on the Uganda State Railway faithfully and to the best of my ability

for the space of three years on the following conditions

1. That I be paid One thousand four hundred Rupees per mensem. Pay to begin as follows

It is engaged in East Africa. From date of signing this agreement
From 12 pay from date of embarkation to date of arrival at Mombasa. Full pay from date of arrival at Mombasa.

It is engaged in the proceeding on leave. I shall be entitled to retain full pay and pay to serve on my (fully) during absence from duty as if engaged in India or British Africa as provided for in para. 4 below.

That while on duty I receive travelling expenses in accordance with the rules in force from time to time as certified by the Manager.

That I am provided with such free facilities as may be available for myself and my family by the Manager.

That in the event of my being discharged from service in the course of my service I shall be entitled to receive half pay during the period of my absence from duty as if engaged in India or British Africa as provided for in para. 4 above. After the return railway pass must be treated of with my consent of termination of services.

5. That for breaches of the Railway rules or discipline I shall be liable to a fine, or deduction from salary for wages, and that in case of gross misconduct, insubordination, or of which the Manager shall be sole judge, I shall be liable to instant dismissal and forfeit any rights or privileges which I may be entitled to claim under this agreement.

6. In the event of the Manager at any time desiring to determine this agreement, he shall be at liberty to do so on giving me one month's notice in writing, determinable at any portion of the year, or paying me one month's salary in lieu of such notice, and, in either case, providing me with a free return passage to the place of my enlistment.

It shall also be competent for me at any time to terminate this engagement by giving the Manager one month's notice in writing of my wish to do so; but in this case I shall be obliged to refund the cost of my journey expenses from the place of my enlistment, and resign any rights or privileges which I may be entitled to claim under this agreement.

(7) That this agreement is terminable in the event of ill-health (not brought on by my own misconduct) by the production of a certificate from any duly qualified Medical Officer (appointed by the Secretary of State) that I am unfitted for further service in the country, in which case I shall be provided with a free passage to the port from which I embarked on my engagement with the railway.

(8) That my services are not limited to the work specified above, but that I may be called upon to perform any reasonable duty for which I may be fitted in connection with the Railway.

(9) That the rate of pay per mensem mentioned in this agreement is for the period of my engagement, and that the Manager reserves to himself the right to grant any increment on approved service.

(10) I agree to subscribe to the Provident Fund, and to become a member of the Railway, Institution.

Signed by me:

Stamp

In the

Dated

The Uganda Railway Administration agree to engage the above signed for the period and subject to the terms and conditions above specified.

Signed by the Manager of the Uganda Railway.

In the presence of

C/O. General Post Office

HALF WAY, RTH. AV.

July 29th 1914

To:

The Right Hon'ble Lewis Harcourt,
Chief Sect. State for the Colonies
LONDON.

RECEIVED
12 SEP 1914
GOL. OFFICE

Honourable Sir,

Enclosed are copies of certain papers which

I have this day forwarded to you through

H.E. The Governor of British East Africa

I remain

Sir

Your Most Humble and Obedient Servant

Handwritten notes:
Went for keep
14/9/14
17/9/14
S.P.A.

copy
c/o General Post Office,

88

NAIROBI, July 29th, 1914.

To,

The Right Hon'ble Lewis Harcourt,

H. M.'s Principal Secretary of State
for the Colonies - LONDON.

(Through H. E. the Governor).

Honourable Sir,

I beg to acknowledge the receipt of your communication of June 9th and in compliance with the regulations in force beg to forward you a further copy of my report through His Excellency the Governor.

Upon receipt of your communication I wrote to His Excellency the Governor asking him to grant me an interview to which I received the reply a copy of which is enclosed. I replied to him as per my attached letter and have now received his final reply. Copy enclosed.

The whole affair seems to me to be a gross miscarriage of justice and I appeal to you to give the matter your most favoured attention.

The decision arrived ^{at} by His Excellency without previously seeing me and having my whole case laid before him does not appeal to me as fair to myself, as the action of the heads of the Railway, although not making any definite accusation against me, has certainly cast undue reflections upon me, as I pointed out to His Excellency

2.

I wish at all costs to maintain a reputation which has
always been my pleasure to possess.

Again thanking you in anticipation and trust-
ing my case will receive every consideration,

I beg to remain,

Sir,

Your most humble & obedient servant,

C. B. Phillips

Late District Station Master,

Nairobi.

Encl.

Sir, *

In reply to your letter of July 8th, I am directed to say that His Excellency has received the report on your case and that he agrees with conclusions arrived at and the action taken by The Hon. General Manager.

His Excellency therefore sees no reason for granting ~~an increase~~.

(Sd) F. M. Brett,

Private Secretary.

Copy

91
G/O G.P. Office.

Nairobi.

July 8th 1914.

His Excellency

Sir H. Conway Melfield

Government House

Nairobi.

Your Excellency,

I beg to acknowledge the receipt of your letter dated the 6th inst and in compliance with your request I beg to forward briefly the particulars of the matters I desire to lay before you.

The first matter is concerning my dismissal from the Government Service on the Uganda Railway by the Manager Mr H. Blake Taylor which I consider most unjust and which has cast most undue reflections upon me, and secondly concerning a letter I received from the Secretary of State for the Colonies in reply to a communication which I addressed to him on the matter.

My object in asking the favour of a personal interview is to place the whole facts of the case before Your Excellency and to leave with you a written statement of the case.

Again thanking you in anticipation.

I remain, Sir,

Your most obedient Servant

(sd) A.B. Phillips.

CopyGovernment House,
British East Africa.

6th July. 1914.

Sir,

With reference to your letter of July 3rd to His Excellency The Governor, requesting him to grant you an interview, I am to request you to state particulars of the matters which you desire to discuss with His Excellency.

I am, Sir,

Your obedient servant,

(sd) F. A. Pratt.

PRIVATE SECRETARY.

C/o General Post Office,

Nairobi, E. A. Africa.

The Right Hon'ble Lewis Hancock,

H. M.'s Principal Colonial Secretary,

L O N D O N.

(Through H. E. the Governor - Nairobi)

Honourable Sir,

I wish to lay before you this appeal against the treatment I have received from the following officials of the Uganda Railway viz:- H. Taylor, the General Manager, B. Eastwood, Chief Accountant, and G. A. Stanley, Traffic Manager.

On the 24th March last I sent an empty truck by the train to the fuel siding three miles from Kijabe station. It was loaded for me by Mr. Wright who is in charge of a fuel camp belonging to a Mr. Haden Taylor. The truck was loaded and returned by the same train.

The day following its arrival I made enquiries regarding the matter and I was informed by the Trains Clerk it had arrived whereupon I telephoned from the Passenger Station to the Goods Department to enquire the amount of the freight and I was informed that no way-bill had been received.

About two days later I made further enquiries and received the same reply. I made enquiries again some two or three days afterwards and the Trains Clerk had been informed by the Guard of the train that the contents of the truck were for me.

In the meantime I was forced to buy fuel locally and was not prepared to take a truck of fuel owing to lack

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of accommodation, so I offered the same to Mr. Morris of the Accounts Department stating that the cost would be Rs. 20/- plus Rs. 11/- or Rs. 12/- freight, so he decided to take the truck load of fuel.

On Saturday, April 4th, I spoke to Mr. Higgs who is in charge of the Goods Department regarding the non-receipt of the way-bill and he said it had not come to hand yet. I informed him I wished to take delivery and he said he would let me know the amount of freight on the following Monday, debit Nairobi Station with the amount and credit same to Kijabe which would put the matter in order.

On Monday I was informed that Mr. Eastwood in company with Mr. Neville, Loco: Superintendent, and Mr. Bremner, Loco: Superintendent, came to the Station about 11.0 A.M. and called upon the Carriage Examiner to produce his daily wagon register to ascertain whether a record of the truck had been kept to which they found duly in order. About 2.30 the same day I was called to Mr. Stanley's office and questioned regarding the truck this by Mr. Stanley. After answering several questions on the matter I asked Mr. Stanley what the inference was to which he made no reply, but sent for Mr. Eastwood and I was again questioned by him on various points in the presence of Mr. Stanley who took down what was said in writing. Mr. Eastwood, I may mention, is the Chief Accountant and has nothing to do with me personally as I was in the Traffic Department under Mr. Stanley. Several members of the staff were then called in and questioned by Mr. Eastwood including the day duty Trains Clerk, Goods Clerk, Goods

3.

Agent and Mr. Morris after they had all been questioned nothing further was said on the matter until the following day when I was asked to appear at the Manager's Office in the presence of Mr. Eastwood and Mr. Stanley. I was again questioned by the Manager and requested to state what I knew about the matter. No accusation of any kind had been made against me, but the inference certainly was that I had endeavoured to obtain this truck of fuel without paying any freight.

I then reiterated the whole points of the case viz:- That in the first instance when the truck was sent a wire was issued by me as a Railway message to Mr. Wright asking him to load the truck. The truck arrived without a receipt and was left in the yard for ten days and was still there when I had in a siding near the Railway Quarters for off-loading by Mr. Morris. A record of the truck was traced in the Locomotive Engineer's Wagon Register, the Vehicle Guidance Book, the Guards train report and the Trains Clerk's memo-book. The only omission of entry was by the Acting Trains Clerk who failed to enter it in the Good Shed Wagon Register. The man then acting was not a permanent Trains Clerk, but a Goods Clerk. I pointed out that had I in any way intended to defraud the Railway I should not have acted in the manner I did. The issue of a Railway message, the original of which is forwarded to Mr. Stanley's Office for scrutiny. The Guards train report which is also sent for checking, the entries being made in all the station records with the one exception mentioned above and the truck afterwards left in the station for ten days under the observation of everybody and especially that

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age and received an appointment as Guard from Mr. A. B. Cruickshank who was then Traffic Manager. I worked for three months only as a Guard and was then appointed Assistant Station Master, Nairobi, where I remained until January last and then received the appointment as District Station Master in the absence of the late District Station Master proceeding on leave.

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Had the case been proved against me then I was not entitled to the smallest consideration and my Provident Fund should not have been paid me with full ^{fund} bonus and interest.

The letter which I received from the Manager

a copy of which I enclose states that I am dismissed under clause 6 of my agreement whereas if their action is warranted I should have been dismissed under clause 5.

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I remain,

Sir,

Your most humble and obedient servant,


Late District Station Master,

NAIROBI

Nairobi,

11th May 1914.