

leave on the ground of ill health & finally in May 1885
he was told he could come on to a medical board for a
medical board. The board was held on 5th June 1886.
Mr Broackstone was found fit to rejoin on his duties
& was ordered to return to his station on a letter of 21st June.
On 22nd June the District Engineer found he was still
invalid & suspended him for not carrying out his
order to return to duty. He resumed duty on 5th July,
but apparently returned to Nairobi in September &
was again suspended. A second Medical Board
examined him on 23rd Sept & sent him to hospital
for observation. A final medical board held on
18th October found him unfit for further service.
He was notified on 30th Oct & told to apply for the
leave due to him & to say by what boat he wished
to sail. A prosecution which had been started
against him for absconding himself from duty without
leave was dropped after the final medical board,
and in the special circumstances full arrears of
wages were paid to him for the periods he
had been suspended. Instead of applying for his
leave to India Mr Broackstone put in an
entirely unjustifiable claim for leave to
this country. He also made many minor claims
for most of which there is clearly no basis.
Finally on 28th Jan 1889 the General Manager gave
him three months sick leave on full pay as
from the date he was invalided, viz 18th October, the

ordinary course to him in respect of his tour
continued after the receipt of the
Barrington contended that his ordinary law
could not extend to be made Bombay - 203
entirely for what there was no legal justification
Moreover he had never been yet applied for a
passage to Bombay & a bill of exchange the
Attorney General pointed out to him that the two
months within which he should have applied
for a passage to Bombay had long expired, but
that as an act of grace the Council were
still willing to grant him a free passage
to Bombay if he wished it. He finally sailed
for Bombay at beginning of ^{the} month & arrived 20th May
As a very special concession apparently as a
result of the personal interview he had with
the Governor, he was paid full salary for all
the period he had stayed in Madras, for the
period of the voyage & for the 126 days vacation
then caused by his tour commencing 20th May 1819.
It shortly he has done practically no work since
May 1818, but was full pay of to 20th Sept 1819,
although he had no legal or moral claim to anything
like such a long period of full pay leave. In the
matter of leave he has been dealt with exceptionally
generously. His other claims need hardly be mentioned
seriously. Return home has been an agreement which did

of funds for leave at all, as clearly does not come under letter 11 of the E.A.T. rules.

Passage to England No case whatever. No question of passage to Bombay.

Passage to India No case there, owing to a temporary agreement in any case this effort was not permissible.

10/10/1917 This is pretty clearly the allowance granted to round class European officials when spending their leave with their wives in S. Africa & India instead of in the country. Mr. Brackstone had no claim to it. Additional remuneration for looking after Magadi Police. This was clearly for the local people to decide & they decided there was no ground for paying.

Compensation for Prostration. The prostration was justified when he apparently left his post the second time without permission. It may be noted that his illness was chronic hypopnea or something of that nature, not anything that necessitated immediate cessation of work and medical attention. The prostration was not done when some months later a medical board unsolicited him out; & he received full pay for the whole period & later received exceptionally long full pay leave. There is no case for any further compensation.

Quarter There was no allegation on the Railway to provide him with quarters after he had been invalided out of the service. His long stay in the sick was entirely his own fault for not applying at once for his passage to India.

? Possibly that his petition has been carefully

considered, but that the ^{full} effect of the offer that he has
already been treated with ^{full} reasonable consideration,
that his claim for return leave cannot be admitted 210

as there was nothing in his original agreement
implying that he would be granted such leave, that
he was not entitled to a passage to England as he
was engaged on a local agreement for India, that
he is not entitled to a gratuity as he was serving on
a temporary agreement & his appl. was infeasible,
that his long stay in Nairobi appears to have been his
own fault, as he did not apply for a passage to India,
& that there was no obligation on the Railway to provide
him with quarters after he was invalided out on 18th Oct 1918,
& that as regards the other points raised by him the 1918
cases on the decisions already communicated to him
by the local authorities.

It is added that it is desired that although he
did practically no work since May 1918, he was by
special provision been allowed full pay for all
the time he spent in Nairobi, for the period of the
voyage to India & for 124 days vacation leave for
the date of his arrival in Bombay & return allowances.

Jaypee

W.C.S. 18.9.19

G.G. 18.9.19
above

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5302
REC'D
SEP 19

10/10/1919

Right Honorable
Herbert Secretary of State for the Colonies
Colonial Office
London S.W.1.

B

Your letter of No. 48438/1919, para 2

I beg to notify you, that my leave will expire on 21st

1919, as per Chief Accountant's letter of E. I. Staff

of 5th June 1919.

I shall therefore be very grateful, if you will please let
me hear in good time before the 21st September 1919, your reply
of the 19th August 1919.

Should you however be unable to give me your
reply before September 21st 1919, please advise
what position I should adopt after expiry of that

period, in view of the courtesy of your early reply, the
being of a very urgent nature from your
standpoint.

I have the honor to be,

B.T.G.

I have the pleasure to be
Dear

Your most humble + obedient

B. F. Braquelstone

Address —

Mr. B. F. Braquelstone

of Mr. H. Tindall

33. Market Street

Springbank.

Hull.

to a passage to India as you were
engaged on a local agreement from India,
that you are not entitled to a gratuity
or you were serving on a temporary appointment.

Your offer was non-remunerable;
that your long stay in Haridwar appears
to have been your own fault, as you
did not apply for a passage to India,
+ that there was no obligation on the
Railway authorities to provide you with
quarters after you were discharged out on
the 18th Dec. with regard to the other
matters mentioned in your petition, how
we concern - the decisions which
have already been communicated to
you by the local authorities.

I am sorry to remind you that although
you did practically no work since Decr
1918 you were by a special concession
allowed full pay for all the time you
spent in Haridwar, for the period of the
voyage to India + for 126 days vacation
leave from the date you arrived in
Bombay.

The various documents submitted by you are filed.