

1936

38086/

38086/

6.

CO 533/466

KENYA

6

Petitions.

Mohamed Shaffie.

Previous

Subsequent

297

22/4

Mr. Grossmith

27/4

Mr. Sackin

27

Mr. Quinn

6/5

Mr. Hood

✓

R. 297

4/5

R. 309

5

Mr. Adesin

6

Mr. C. Bottomley

6/5

Mr. Plymouth

7/5

Mr. Grossmith

8/5

R. 297

14/5

Mr. Saunt

15/5

98 R. 297

C1 Petition  
nominal

1. Deville Livingston ob.  
asks to be reformed when the petition  
is received from Mohamed Staffie on the  
subject of his dismissal from the R. A. R. H.  
Admin.

21.4.36

The petition has  
not yet been  
received.

Submit Draft for Circulation

Ch. J. W. Smith  
27.4.36

What this means is that the  
principals of the various firms and  
also to have an opportunity of  
making further representations if  
the S. G. S. is not disposed to grant  
the petitioner's prayer. This aspect of  
the matter can however be considered  
when it arises. In the meantime  
it will be sufficient to refer to  
the shortened S. G. S. form.

J. J. Packer  
27/4

I do not think this will do at all. He can't have  
solicitors here "supporting" petitions.

So I am disposed to add that while they will be  
informed they must understand that any representations they  
wish to make should be addressed through the High Comm.

I am not sure whether there is any rule in such cases.

J. J. Packer  
28.4

We have on occasion (precedents can be  
produced if necessary) allowed an officer who has  
submitted a petition <sup>through</sup> the proper channel, to  
supplement the petition by a personal interview here  
himself, and in one case I can recollect - a West  
Indian case - the officer was accompanied by a solicitor.

But

C. Petitioner  
nominal

1. Reville Livingston also  
Asks to be informed when the petition  
is received from Mohamed Shaffer on the  
subject of his dismissal from the K. U. R. H.  
Admin.

21-11-36

2

Submit Draft for Consideration

27.4.36

The petition has  
not yet been  
received.

What this means is that the  
principal of the Warabi firm is  
like to have an opportunity of  
making further representations if  
the S. G. is not disposed to grant  
the petitioner's prayer. This aspect of  
the matter can however be considered  
when it arises. In the meantime  
it will be sufficient to refer to  
the attached S. G. records.

J. J. B. B. B.  
27/4

1. Do not think this will do at all. he can't have  
solicitors here "supporting" petition.

So I am disposed to add that while they will be  
informed they must understand that any representations they  
wish to make should be addressed through the High Comm.

I am not sure whether there is any rule in such cases.

J. J. B. B. B.  
28-4

We have on occasion (precedents can be  
produced if necessary) allowed an officer who has  
submitted a petition ~~from~~ <sup>through</sup> the proper channel, to  
supplement the petition by a personal interview here  
himself, and in one case I can recollect - a West  
Indian case - the officer was accompanied by a solicitor.

But

I know of no case in which solicitors have been allowed, while the petitioner himself remains in the Colony, to supplement his petition by representations made on his instructions to the Secretary of State direct: and 7000748/36/Trinidad give a precedent for refusing to consider representations made in this way.

I agree that this is most undesirable, and submit a <sup>reply</sup> in draft.

*ABP*

5.5.36.

2 H. Rev. Transport 24

c. Petitioner No. petition from Mohamed Shaffer for redress in respect of his dismissal from the Railways & Harbours Administration, & copies of corres. relating to case

*Shaffer*

The arrival of the petition sports the action No 1. It is I think abundantly clear that this Indian railway employee was

- a) Using the railway trolley for private purposes
- b) Using railway employees as his personal servants
- c) Doing a milk business at ~~over~~ the railway expense

The petition is of course a string of lies. If you catch a man in the act so he was caught and he says "Please overlook this time" as he did, there is need of any more.

I think we can call the solicitors in No 1 that the petition has been received that it is established that the petitioner had been constantly using the employees of the Rly. Administration for his own purposes & personal profit so that his dismissal for misconduct is fully justified and that the S. of B. is not prepared to intervene.

And so reply to Kenya

5.5.36

Lord Plymouth


Jayne  
Wed. 6.5.36

*ABP*

To do J.  
P.  
axm  
7/5/36

3 S. Neville, Larrington & Co - 13 MAY 1936  
(No. 1 Answer)

Said H. To H. C. Sept. 36 (2 answers) 13 MAY 1936

M. G. J. L. Co. 

C. O.

4

Mr. Grossmith. *8/5*

Mr. *Parkin* *11/7*

Mr.

Sir C. Parkinson.

Sir G. Tomlinson. *St*

Sir C. Bottomley.

Sir J. Shuckburgh.

Permt. U.S. of S.

Parly. U.S. of S.

Secretary of State.

DOWNING STREET.

13 May, 1946.

Sir,

(2)

I have etc. to acknowledge

the receipt of your despatch No. 24 of

the 31st of March, transmitting a

petition addressed to me by

Mr. Mohamed Shaffie, *together with* and a copy of a

petition addressed to you by the same

petitioner on the 26th of August last.

*& of the General Manager's comments thereon*

I agree that it is

established that the petitioner had

been constantly using the employees

of the Railway Administration for his

own purposes and personal profit so

that his dismissal for misconduct <sup>was</sup> is

fully justified. I am not, therefore

prepared to intervene and I shall be

obliged if you will cause the

petitioner to be informed accordingly

I have, etc.,

(Signed) J. H. THOMAS

**DRAFT.** Despatch.

TRANSPORT KENYA-UGANDA

NO. 36

HIGH COMMISSIONER.

FURTHER ACTION.

C. O.

Mr. Grossmith. *8/5*Mr. *Parkin* *11/7*

Mr.

Sir C. Parkinson.

Sir G. Tomlinson.

Sir C. Bottomley.

Sir J. Shuckburgh.

Permt. U.S. of S.

Parly. U.S. of S.

Secretary of State.

DOWNING STREET.

13 May, 1936.

Sir,

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the receipt of your despatch No. 24 of  
the 31st of March, transmitting a

petition addressed to me by  
Mr. Mohamed Shaffie, *together with* ~~and~~ a copy of a  
petition addressed to you by the same

petitioner on the 26th of August last,  
*& of the General Manager's comments thereon*  
I agree that it is

established that the petitioner had  
been constantly using the employees  
of the Railway Administration for his  
own purposes and personal profit so  
that his dismissal for misconduct <sup>was</sup> is  
fully justified. I am not therefore  
prepared to intervene and I shall be  
obliged if you will cause the  
petitioner to be informed accordingly.

I have, etc.,

(Signed) J. H. THOMAS

**DRAFT.** Despatch.TRANSPORT KENYA-UGANDA

NO.

36

HIGH COMMISSIONER.

FURTHER ACTION.

C. O.

Mr. Grossmith. *Sp*Mr. *Neskin* *11/5 p.*

Mr.

Sir C. Parkinson.

Sir G. Tomlinson.

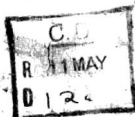
Sir C. Bottomley.

Sir J. Shuckburgh.

Permt. U.S. of S. *Sp*

Parly. U.S. of S.

Secretary of State.



DOWNING STREET.

13 May, 1936.

Gentlemen,

I am etc. to acknowledge the receipt of your letter of the 21st of April, regarding a petition addressed to him by Mr. Mohamed Shaffie against his dismissal from the service of the Kenya and Uganda Railways and Harbours Administration, and to inform you that the petition has now been received.

*The Secretary of State is satisfied*  
~~to state~~ that it is

established that the petitioner had been constantly using the employees of the Railway Administration for his own purposes and personal profit, so that his dismissal for misconduct <sup>was</sup> is fully justified, ~~and that~~ the Secretary of State <sup>is</sup> is not prepared to intervene.

I am, etc.,

(Signed) J. E. W. FLOOD

**DRAFT.**

MESSRS. NEVILLE, LAVINGTON &amp; CO.,

*has accordingly*  
~~requested~~ *requested*  
 the H.C. for Transport  
 to inform Mr Shaffie  
 that he

FURTHER ACTION.





2

TRANSPORT  
KENYA-UGANDA

OFFICE OF THE HIGH COMMISSIONER FOR TRANSPORT,  
GOVERNMENT HOUSE,  
NAIROBI,  
KENYA.

NO. 24

RECEIVED  
14 MAY 1956  
C. O. REGY

15/7 March, 1956

Sir,

I have the honour to transmit to you, in original, a petition from Mr. Mohamed Shaffie, praying for redress in respect of his dismissal from the employment of the Railways and Harbours Administration.

2. In this connexion I enclose a copy of a petition addressed to the High Commissioner for Transport on the 26th August last, and of the General Manager's comments on the allegations made therein. A copy is also enclosed of the reply sent by my direction to this petition. I trust that after examination of these documents you will be satisfied that the petitioner has not been unjustly treated, and that no good reason exists for your intervention on his behalf.

*Answer (4)*

I have the honour to be,

Sir,

Your most obedient, humble servant,

HIGH COMMISSIONER

THE RIGHT HONOURABLE  
J. H. THOMAS, M.P.,  
SECRETARY OF STATE FOR THE COLONIES,  
DOWNING STREET, S.W.1.

P.O.Box  
Nairobi,  
Kenya Colony.

March 17, 1936.

The Right Honourable The Secretary of State for the Colonies,  
Through The High Commissioner for Transport,  
Government House,  
NAIROBI.

Sir:

PETITION.

I crave leave to petition and appeal to you against the decision of the General Manager of the Kenya and Uganda Railways and Harbours Administration terminating my services, and against the confirmation of that decision by the High Commissioner for Transport of the Colony for the reasons hereinafter set forth.

1. I have been employed by the said Kenya and Uganda Railways and Harbours for a period of eleven years and eleven months, and I was summarily dismissed from such service on the 3rd. July 1935, for reasons which will appear herein.

2. The delay in my appeal to you is due to the fact that I have been endeavouring to obtain reinstatement or some other form of satisfaction before making an application to you.

3. Prior to the date of my dismissal, I gave continuous and satisfactory service and no complaints of any description were made against me, and I was about to receive promotion as a Permanent Way Inspector.

4. At the time of my dismissal I was living with my family at Broderick Falls, my wife was about to be confined and I was given permission by the Engineer-in-Charge at Tororo Uganda to take my wife to Eldoret, and to visit her occasionally pending the birth of my child. The distance between Broderick Falls and Eldoret is 37 miles.

5. On or about the dates stated I received certain milk supplies from a Native at Broderick Falls, and I took this milk to my wife when I visited her; I did not pay freight to the Administration for the carrying of such milk. I was not aware that I was infringing any Law or Regulation in this respect. The milk supply was the usual daily supply for domestic use and for the use of a young child about one year, for which your Petitioner had no use owing to his wife having gone to Eldoret.

6. About the same time a Native was charged with an offence at Eldoret and during the hearing of the proceedings this Native made certain allegations against me, on which allegations the Asst. Inspector of Police at Eldoret was directed to make enquiries; the said Inspector did not interrogate me nor was I asked for an explanation; the Inspector was not asked to make enquiries but voluntarily submitted his observations on the statements made by the Native against your Petitioner.

7. On the said 3rd. July 1935 I was summoned to the

offices of the Chief Engineer of the Kenya and Uganda Railways and Harbours. I was not acquainted with the reasons for this command, nor was I warned to answer any particular charge. I anticipated that the reasons were in connection with my promotion or transfer.

8. On being confronted by the Chief Engineer I was advised that I had been using the trolley boys and gangmen for my domestic service, and that I had been carrying milk from Broderick Falls to Eldoret without paying Railway Freight thereon.
9. I was given no opportunity whatever to offer my defence or to prove the falsehood of the statements made to the Asst. Inspector of Police by the Native Gangmen and Trolley Boys. The Police enquiry was held secretly in my absence, and to this date I do not know who the witnesses were or what evidence they gave.

10. I was advised on the same date, namely, the 3rd. July 1935 that I was dismissed and that I would forfeit all my rights and privileges to which I had become entitled by reason of my twelve years service, and I subsequently received a communication from the Chief Engineer dismissing me under Paragraph 5 of my agreement. For your information, I attach a copy of my agreement, which you will see provides for a fine or deduction from my salary for breach of any of the rules or discipline of the Kenya and Uganda Railways and Harbours. I am also liable thereunder to instant dismissal in the cases of gross misconduct, insobriety, insubordination or carelessness, but I was dismissed summarily.

11. It is my contention that I was wrongfully dismissed; that if I did commit any offence I was liable to a fine or deduction from my salary for breach of the Rules of the Kenya and Uganda Railways and Harbours.

12. I realise that according to the agreement I was liable to instant dismissal for gross misconduct, insobriety, insubordination or carelessness, but I was not charged with any of these offences, nor was I given any opportunity to answer the complaint which was lodged against me.

13. I have appealed to the General Manager of the Kenya and Uganda Railways and Harbours through various parties, and I have also personally appealed to the General Manager in accordance with the procedure laid down, but I have been informed that no revision will be made, nor will I be granted any further hearing. I would point out that under the Contract the General Manager is constituted the sole Judge as to whether a servant's conduct warrants dismissal, and I think I am safe in saying that no British Court would uphold a contract which contains such a condition if it is acted upon.

14. I say finally that if I did commit an offence then I was entirely ignorant that I was offending, and that I should have been called upon in the ordinary way to vindicate

or excuse my conduct; that the punishment which has been inflicted upon me is out of all proportion to the offense, and that not only should I be re-instated, subject to such penalty as is just, but I should certainly be compensated for such rights and privileges as I had earned under the contract at the time of my dismissal. The penalty of losing my position has been intensified by the loss of these privileges.

I, therefore, confidently appeal to you to cause the necessary authority to issue for a proper and full trial of the alleged offences, and if you do not see your way to give such order, then I appeal for a payment to me of all sums due by way of privileges earned up to the date of my dismissal.

AND Your Petitioner as in duty bound will ever pray.

I have the honour to be,  
Sir,  
Your obedient servant,

*Wm. L. H. H. H.*

P.O.Box  
Nairobi,  
Kenya Colony.

March 17, 1936.

The Right Honourable The Secretary of State for the Colonies,  
Through The High Commissioner for Transport,  
Government House,  
NAIROBI.

Sir:

PETITION.

I crave leave to petition and appeal to you against the decision of the General Manager of the Kenya and Uganda Railways and Harbours Administration terminating my services, and against the confirmation of that decision by the High Commissioner for Transport of the Colony for the reasons hereinafter set forth.

1. I have been employed by the said Kenya and Uganda Railways and Harbours for a period of eleven years and eleven months, and I was summarily dismissed from such service on the 3rd July 1935, for reasons which will appear herein.

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4. At the time of my dismissal I was living with my family at Frederick Falls, my wife was about to be confined and I was given permission by the Engineer-in-Charge at Turoro Uganda to take my wife to Kideret, and to visit her occasionally pending the birth of my child. The distance between Frederick Falls and Kideret is 57 miles.

5. On or about the dates stated I received certain milk supplies from a Native at Frederick Falls, and I took this milk to my wife when I visited her; I did not pay freight to the Administration for the carrying of such milk. I was not aware that I was infringing any Law or Regulation in this respect. The milk supply was the usual daily supply for domestic use and for the use of a young child about one year, for which your Petitioner had no use owing to his wife having gone to Kideret.

6. About the same time a Native was charged with an offence at Kideret and during the hearing of the proceedings this Native made certain allegations against me, on which allegations the Asst. Inspector of Police at Kideret was directed to make enquiries; the said Inspector did not interrogate me nor was I asked for an explanation; the Inspector was not asked to make enquiries but voluntarily submitted his observations on the statements made by the Native against your Petitioner.

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11. It is my contention that I was wrongfully dismissed; that if I did commit any offence I was liable to a fine or deduction from my salary for breach of the Rules of the Kenya and Uganda Railways and Harbours.

12. I realize that according to the agreement I was liable to instant dismissal for gross misconduct, insubordination, insubordination or carelessness, but I was not charged with any of these offences, nor was I given any opportunity to answer the complaint which was lodged against me.

13. I have appealed to the General Manager of the Kenya and Uganda Railways and Harbours through various parties, and I have also personally appealed to the General Manager in accordance with the procedure laid down, but I have been informed that no revision will be made, nor will I be granted any further hearing. I would point out that under the Contract the General Manager is constituted the sole Judge as to whether a servant's conduct warrants dismissal, and I think I am safe in saying that no British Court would uphold a contract which contains such a condition if it is acted upon.

14. I say finally that if I did commit an offence then I was entirely ignorant that I was offending, and that I should have been called upon in the ordinary way to vindicate

offices of the Chief Engineer of the Kenya and Uganda Railways and Harbours. I was not acquainted with the reasons for this command, nor was I warned to answer any particular charge. I anticipated that the reasons were in connection with my promotion or transfer.

8. On being confronted by the Chief Engineer I was advised that I had been using the trolley boys and gangmen for my domestic service, and that I had been carrying milk from Broderick Falls to Eldoret without paying Railway Freight thereon.

9. I was given no opportunity whatever to offer my defence or to prove the falsehood of the statements made to the Asst. Inspector of Police by the Native Gangmen and Trolley Boys. The Police enquiry was held secretly in my absence, and to this date I do not know who the witnesses were or what evidence they gave.

10. I was advised on the same date, namely, the 3rd. July 1935 that I was dismissed and that I would forfeit all my rights and privileges to which I had become entitled by reason of my twelve years service, and I subsequently received a communication from the Chief Engineer dismissing me under Paragraph 8 of my agreement. For your information, I attach a copy of my agreement, which you will see provides for a fine or deduction from my salary for breach of any of the rules or discipline of the Kenya and Uganda Railways and Harbours. I am also liable thereunder to instant dismissal in the case of gross misconduct, inebriety, insubordination or carelessness, but I was dismissed summarily.

11. It is my contention that I was wrongfully dismissed; that if I did commit any offence I was liable to a fine or deduction from my salary for breach of the Rules of the Kenya and Uganda Railways and Harbours.

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or excuse my conduct; that the punishment which has been inflicted upon me is out of all proportion to the offense, and that not only should I be re-instated, subject to such penalty as is just, but I should certainly be compensated for such rights and privileges as I had earned under the contract at the time of my dismissal. The penalty of losing my position has been intensified by the loss of these privileges.

I, therefore, confidently appeal to you to cause the necessary authority to issue for a proper and full trial of the alleged offenses, and if you do not see your way to give such order, then I appeal for a payment to me of all sums due by way of privileges earned up to the date of my dismissal.

**AND** Your Petitioner as in duty bound will ever pray.

I have the honour to be,  
Sir,  
Your obedient servant,

*M. James Sharp*



# Kenya and Uganda Railways and Harbours

## AGREEMENT FORM

I, THE UNDERSIGNED, hereby agree to serve the High Commissioner for Transport for the Colony and Protectorate of Kenya and the Protectorate of Uganda (hereinafter called the High Commissioner) faithfully and to the best of my ability as

for the space of \_\_\_\_\_ years on the following conditions:—

(1) That I be paid \_\_\_\_\_ shillings per mensem from \_\_\_\_\_ and salary to cease on my finally being relieved of duty.

(2) That while on duty I receive travelling expenses, in accordance with the rules in force from time to time as certified by the General Manager, Kenya and Uganda Railways and Harbours.

(3) That I am provided with such free accommodation for myself as may be provided for me by the General Manager.

(4) That at the end of the aforesaid tour of service or at such other time as the General Manager may direct, I shall be granted such leave and passage as I may be entitled to under the rules in force.

(5) (a) That for breaches of the rules or discipline of the Kenya and Uganda Railways and Harbours, I shall be liable to a fine, or deduction from salary or wages; and that in case of gross misconduct, insubordination, or carelessness of which the General 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. Such dismissal may be either immediate or after suspension during investigation of any charge made against me.

(b) If during the investigation of any such charge as aforesaid I am suspended from duty such suspension shall be without salary and in case the suspension is followed by dismissal the High Commissioner's liability to pay my salary will cease from the date of the commencement of the suspension.

(6) That if through my negligence the High Commissioner shall sustain any loss, I agree to the amount of such loss being deducted from salary or any other moneys which otherwise would be payable to me by the High Commissioner, and in such case I agree that the said General Manager be the sole and final judge, and I agree to abide by his decision.

(7) (a) In the event of the General 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 one month's salary in lieu of such notice, and, in either case, providing me with free transport to the place of my enlistment.

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

T/S/B.4.

23rd September, 1935.

Sir,

I am directed by His Excellency the High Commissioner for Transport, Kenya & Uganda, to refer to your letter dated the 26th August 1935 which forwarded an appeal from Mohammed Shaffie, ex-Permanent Way Inspector of this Administration, against his recent dismissal, and to inform you that this case has been fully examined.

2. Mohammed Shaffie was dismissed in accordance with the terms of his agreement for "gross misconduct" in that he constantly made use of the Administration's employees for his own purpose and personal profit, and His Excellency the High Commissioner, after reviewing the case, considers that the action taken by the Administration in dismissing him with the loss of all privileges, is fully justified.

I have the honour to be,

Sir,

Your obedient servant,

SECRETARY TO HIGH COMMISSIONER.

THE HON. SHAMSUD-DEEN,  
Box 290,  
NATROBI.

3rd September 35.

Ref. No. SP. 10635.

THE HIGH COMMISSIONER FOR TRANSPORT.

DISMISSAL OF MR. MOHAMMED SHAFFIE - SUB. PERMANENT WAY INSPECTOR.

Your T/S/B. 4 of 27. 8. 1935.

I submit the following comments on the petition of Mr. Mohammed Shaffie :-

Paras. 1 - 5. I have no comments to offer.

Para. 6. On 18th May, 1935, Trolley Boy Chetamba, No. U.G.U. 2384253, with Trolley Boy Majasia, No. N.K. 215385, were on Eldoret Station platform, they having delivered milk to two Asians in Eldoret on instructions of Mohammed Shaffie. While waiting to return to Broderick Falls, Chetamba committed the theft of a hat from a passenger on the train. He was apprehended by the Police, and subsequently escaped. The arrest of Chetamba set the Officer in Charge of Police wondering why two Trolley Boys were in Eldoret when the Permanent Way Inspector was not there and, on questioning Chetamba on the point, he was informed that it was the practice for he and Majasia to come into Eldoret daily to deliver milk. On further investigation his statement was confirmed by Majasia; No. 2183 Constable Thungu also confirmed that he saw the two Trolley Boys in Eldoret with milk cans and a basket of vegetables, during the early part of May 1935.

In regard to the foregoing the following is a summary of the Police evidence :-

No. 2183 Constable Thungu.

States saw Chetamba alight from a down train early in May 1935, carrying a milk can and basket. Saw him again on the 18th May, 1935, waiting for train to return to Broderick Falls. Then in possession of a milk can and a basket of vegetables, which he handed over to another Trolley Boy (Majasia) on his arrest.

No. N.K. 136196 Sabuni, Vendor of Milk.

This man is the father of Chetamba, and

XXXXXX

states has sold milk to Mohammed Shaffie for some time. Also, is aware that Permanent Way Inspector purchases milk for cash from other native sellers. Confirms the practice of sending milk to Eldoret daily.

No. 439453. AG. P.W.I.'s Trolley Boy Chetamba.  
Engaged 8.4.35. Discharged 18.9.35.

States from date of engagement, practice for him to take milk to Eldoret on instructions from Mohammed Shaffie. Milk delivered to clerk in District Engineer's office and a clerk of National Bank of India. States has done no other work from date of engagement. Travels on card pass.

No. N.K. 215255 AG. P.W.I.'s Trolley Boy Majasia.  
Engaged 8.4.35.

States that ever since his engagement has taken milk into Eldoret, travelling on a card pass. Further states he was engaged in place of Trolley Boys Wanunda and Ahami, who were discharged for refusing to work in Mohammed Shaffie's house after returning from delivering milk.

No. N.K. 196255 S.P.W.I.'s Trolley Boy Bikwa.  
Engaged 1.3.35.

States has never personally taken milk into Eldoret but is aware of the fact that other Trolley Boys are sent in daily. Confirms Majasia's statement re Wanunda and Ahami.

No. N.K. 170949 S.P.W.I.'s Trolley Boy Gdiango.  
Engaged 1.3.35.

States has been sent to Eldoret on sundry occasions for sole purpose of delivering milk. Travelled on an undated chit from Mohammed Shaffie to Guard of Down Train. States he also performs household duties in S.P.W.I.'s house. Confirms Bikwa's statement re Wanunda and Ahami.

No. N.K. 403239 P.W.I.'s Trolley Boy Makoya.  
Engaged 1.3.35.

States that daily practice for Chetamba and Majasia to take milk to Eldoret and that, in their absence, he and a gangman push the P.W.I.'s trolley. Also states performs household duties.

No. N.K. 173507 S.P.W.I.'s Trolley Boy Marandu.  
Engaged 1.3.35.

States that during April 1935 Mohammed Shaffie instructed him to take milk to Eldoret, but did not go on the excuse that never having been to Eldoret he did not know the locality. Chetamba was sent instead.

No. N.K. 180791 P.W.I.'s Trolley Boy Shimaru.  
Engaged 1.3.35. Discharged 1.3.35.

States took milk to Eldoret on day of engage

ment accompanying Wanunda, who was to show him where to deliver the milk. Discharged for refusal to make a return trip with milk to Kidoret on same day.

States that during the whole period of his services has never pushed a trolley and that his sole duties were to take milk to Kidoret and perform household duties.

Always travelled on card pass.

Mo. M.K. 181890 P.N.I.'s Trolley Boy Lusui.  
Engaged A.S.S.

States was engaged in place of Chetamba.

Para. 7 - 9.

The Chief Engineer in reporting this case to me, stated :-

"Mohamed Shaffie was instructed to report to me on Wednesday, the 3rd instant, (July) and, on being asked for an explanation, he could not advance anything which would satisfy me. As a matter of fact, all he could say was "Please overlook the matter this time" - which, of course, is an admission of guilt."

Para. 10.

It is a fact that Mohamed Shaffie was summarily dismissed the Services, with the loss of all privileges, on 3rd July, 1935. No intimation was given to him that he could not appeal against that decision.

Para. 11 and 12.

The misuse of the Administration's labour in the manner indicated above, constituted "gross misconduct".

Para. 13.

I attach :-

- (a) a copy of my letter of 31st July to Messrs. Shapley, Schwartz & Barrett.
- (b) copy of a letter addressed to me by Mr. Shamsud-Deen, dated 6th August, and of my reply dated 20th idem.

On receipt of Mr. Shamsud-Deen's letter, the Chief Engineer discussed the whole case again with the Officer i/c Railway Police and also with the Commissioner of Police to whom a copy of Mr. Shamsud-Deen's letter has been sent.

Para. 14.

Para. 14.

I have no comments to offer.

Paras. 15 - 17.

As already stated, Mr. Mohamed Shaffie, at his interview with the Chief Engineer admitted having used the Administration's labour in the manner alleged.

GENERAL MANAGER.

19  
Nairobi,

26th August, 1936.

To,

His Excellency the Honourable A.D.V. Wade C.M.G., O.B.E.  
The High Commissioner for Transport.  
The Government House, Nairobi.

May it please your Excellency.

PETITION OF MOHAMMED SHAFIE  
EX-PERMANENT WAY INSPECTOR - KENYA & UGANDA RAILWAYS  
AND HARBOURS.

The humble petition of your humble petitioner  
shewth as follows:

1. Your humble petitioner is thirty years of age and was up to the 3rd of July working as a Permanent Way Inspector on the Kenya and Uganda Railways and Harbours and was stationed at Brederick Falls.
2. Your humble petitioner had prior to 3rd of July put in eleven years and eleven months' faithful and continuous service to the complete satisfaction of the Railway Administration and all those placed in immediate authority over him. He was in fact very strongly recommended for being confirmed permanently in his appointment as a Permanent Way Inspector.
3. Your humble petitioner was living with his wife and a child at Brederick Falls where there are no facilities whatsoever for the medical or other attendance to his wife who was about to give birth to a child.
4. On or about the 10th day of March your humble

petitioner approached his immediate officer the Engineer In-Charge at Tororo and explained to him his difficulty as regards the approaching confinement case of his wife. The Engineer In-Charge permitted your humble petitioner to send his wife to Eldoret to give birth to the child and also gave permission in writing to your humble petitioner to pay occasional visits to his wife during her brief stay at Eldoret awaiting the birth of the child. The end of the section of the railway entrusted to the supervision of your humble petitioner was at 14 miles from Eldoret railway station. It was part of the routine working of your humble petitioner to pay frequent visits on inspection of the line to the end of his section and it was on the occasion of such visits that he took an opportunity of visiting his wife at Eldoret.

5. Your humble petitioner was in receipt of a regular milk supply from a native at Broderick Falls who supplied him with three bottles of milk a day on monthly system. When the wife of your humble petitioner left for Eldoret, he had no use for all the three bottles of milk supplied to him daily and he therefore took two or three bottles of the surplus milk with him on his trolley whenever he went to Eldoret to visit his wife as the milk was required for her and the child.
6. One of the trolley boys of your humble petitioner was, on one occasion while at Eldoret, arrested for having stolen the hat of an Indian at Eldoret and while being interrogated by the Police as to his past and present career made certain damaging statements against your humble petitioner which led the Assistant Inspector of Police at Eldoret to make further enquiries about the allegations made by the said trolley boy against your humble petitioner, presumably as regards your



humble petitioner using the trolley boys and gang-men for his domestic service. Your humble petitioner was never acquainted or interrogated by the Assistant Inspector of Police regarding the nature of accusation against him, the Police inquiries having been made ex-parte and secretly.

7. On the 3rd of July in compliance with an order from the office of the Chief Engineer, your humble petitioner reported himself at Nairobi without having been acquainted or warned previously in any manner whatsoever as to the nature of business on which he was summoned to Nairobi. Your humble petitioner in reality expected to hear some news as regards his promotion or his transfer to some other suitable or important place.
8. Your humble petitioner was, however, staggered to learn from the Chief Engineer the formidable accusation, brought against him by the Assistant Inspector at Eldoret, of having been using trolley boys and gangmen for his domestic services and his having been carrying milk from Broderick Falls to Eldoret for his private use without paying railway freight therefor.
9. Your humble petitioner was given no opportunity whatsoever to defend himself or to prove the falsehood of the statements made to the Assistant Inspector of Police by some of the native gangmen and trolley boys working under your humble petitioner. The Police enquiry was held secretly in a matter which had nothing whatsoever to do with the functions of the Police. Your humble petitioner does not up to this date know the names of the witnesses who gave statements to the Police nor does he know the nature of such statements but understands that the main witness, Chetambe

4.

the trolley boy who was arrested for stealing a hat of an Indian and was subsequently convicted, had more than one previous convictions against him and the other witnesses encouraged by the European Police Inspector made all sorts of wild statements unknown to your humble petitioner even to this date.

10. Your humble petitioner was simultaneously told by the Chief Engineer then and there that he was dismissed from that moment and would forfeit all his rights and privileges to which he was entitled by reason of his 12 years' faithful service and was not to be heard any more.

11. Your humble petitioner was at the time of his dismissal serving the Railway Administration under a written contract and received a letter on the same day from the Chief Engineer to the effect that he was dismissed under clause 5 of his agreement. Clause 5 of the agreement provides that your humble petitioner was liable to a fine or deduction from salary for breach of the rules or discipline of Kenya and Uganda Railways. The said clause also provided that the employee was liable to instant dismissal in the case of gross misconduct, inebriety, insubordination or carelessness.

12. It is manifest that there was no charge of gross misconduct, inebriety, insubordination or carelessness against your humble petitioner which specific offences alone could render your humble petitioner liable to instant dismissal and the Railway Administration had obviously committed a breach of contract by inflicting a punishment upon your humble petitioner contrary to the definite contents laid down in the contract.

13. The opportunities for any personal appeal to the Railway authorities for being heard having been refused, your humble petitioner had no alternative

8.

left to him but to have recourse to the Courts of law but as it was and still is the earnest desire of your humble petitioner to continue to serve the Railway in order that his career at the very threshold of life should not have interrupted and ruined, he decided not to go to Courts which course would have inevitably put an end to all his prospects of future employment with the Railway. Your humble petitioner, therefore, approached two members of the Legislative Council i.e. Capt. the Hon. Schwartz and the Hon. Mr. Shams-ud-Deen with the request that they should intercede with a view to dissuading the Railway authorities from committing a deed of gross injustice as their drastic action amounted to complete ruination of all future prospects in life belonging to your humble petitioner, the result of the action taken by the Railway Administration being more severe in its effect than a conviction in a criminal court of justice, the financial loss alone entailed by the forfeiture of the rights and privileges such as leave and provident fund etc. being enormous. The former, Capt. the Hon. Schwartz, made a verbal appeal to the Hon. General Manager and the latter ( the Hon. Mr. Shams-ud-Deen ) made a written representation, both of which were of no avail.

14. Your humble petitioner also made a written appeal to the Hon. General Manager according to the formal procedure laid down for such cases and has been informed that the Hon. General Manager cannot see his way to revise his previous decision.

15. Sir, apart from the universally admitted principles of British justice that no man will be committed without being heard and without being given a chance of defending himself, there is a precedent

in the case of local civil service where elaborate rules are laid down for the conduct of an enquiry in case of any charges against a civil servant. The servant is furnished with a written charge sheet describing precisely the nature of the offence with which he is charged, a board of enquiry sits and inquires into the whole matter giving an opportunity to the accused person of putting the witnesses to the test of cross-examination with the aid of a friend or a lawyer if allowed and is thus given the fullest opportunity of vindicating his position.

16. Your humble petitioner has been denied even the semblance of such opportunities and is condemned for life with colossal financial losses on the report of an Assistant Inspector of Police on the strength of statements made behind the back of your humble petitioner by natives who were working under your humble petitioner and who might have had grudges against your humble petitioner for exacting official work from them and whose reliability is not known to any one, one of them, the chief witness, having not less than three previous convictions on record.

17. Your humble petitioner could, if given an opportunity, prove by monthly labour returns submitted by him to the Chief Registrar of Natives that he regularly employed two native servants and an Ayah for his domestic service. Your humble petitioner has also submitted an affidavit sworn by one Mr. Mohammed Afzal Alavi at whose house the wife of your humble petitioner was putting up at Eldoret that he ( Mr. Mohammed Afzal Alavi ) had milk supplied to him regularly at Eldoret by a Somali and that your humble petitioner never supplied milk to him and that the Police never made enquiries of him as to where he ( Mr. Mohammed Afzal Alavi ) received his milk

7.

supply from, notwithstanding the fact that the suspicion had been created by the Police that your humble petitioner was in the habit of supplying all and sundry with free milk at Kildare brought by him from Frederick Falls.

18. Your humble petitioner in the circumstances most humbly and respectfully appeals to your Excellency to adjust an act of gross injustice meted out to your humble petitioner by a method not only opposed to all British principles of justice but also involving a breach of written agreement.

Your Excellency's  
Most obedient and humble servant and petitioner.

*Michael Thaly*

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END

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RECEIVED  
22 APR 1936  
C.O REGY

21st April, 1936.

Sir,

Mohamed Shaffie & The Kenya & Uganda  
Railways Administration.

We are informed by our professional Clients, Messrs. Ralston & Kaplan, advocates of Nairobi, Kenya Colony, that they have lodged with the Colonial Secretary for transmission to the Secretary of State for the Colonies a petition by one Mohamed Shaffie with reference to his summary dismissal from the service of the Kenya & Uganda Railways & Harbours Administration. We are not quite clear whether this is an Uganda or a Kenya matter. The Petitioner was living at Broderick Falls at the date of his dismissal on the 3rd July, 1935.

The Petitioner alleges that he was summarily dismissed without grounds and without giving him an opportunity of defence.

We are instructed to support the Petition and should be obliged if you would inform us of its arrival. We understand that the Principal of our professional Clients expects to be in England within the next few weeks, so possibly he would be glad to have the opportunity of dealing with the matter himself.

We are, Sir,

Your obedient Servants,

*J. W. Langton & Co.*

The Under Secretary of State.  
Colonial Office.  
Downing Street.  
London. C. W. 1.

*Langton (3)*