

1937

38112

C0533/481

38112

KENYA

MINING & GEOLOGICAL DEPT. STAFF

Previous		Mr Torrey	1/9
		Mr Flood	✓
1935		R 297	1/9
		297	11/9
		Mr Tolson	13/9
Subsequent		297	22/9
		309	23/9
		Mr Tolson	24
		297	28/12
R. 297	1/3/17	R 309	23/12
R. 309	1/3	Mr Tolson	24
Mr Tolson	2/3	Mr Torrey	24
Mr Flood	-	Mr Tolson	24/12
297	9/3	Mr Tolson	25/11
297	9/3		
R. 309	68		
Mr Flood	78		
Mr Flood	105		
Mr Flood	143		
Mr Flood	✓		
R. 297	258		
297	270		
Mr Torrey	268		
Mr Flood	2		

MINES & MINERALS.

In view of the present practice in which real co-operation with Dr. Wayland is achieved, trusts that S. of S. will not press his proposal for securing Dr. Wayland's services as Geological Adviser to Kenya Government.

? It is sufficient that the point has been made. We need not therefore press for the appointment of Dr. Wayland to supervise Dr. Hitchcock's work.

Reply in draft herewith

C. S. G. with
1/3/37

J. G. S. with
2/3

It was really for the good of Dr. Hitchcock to prevent his getting on to many lines of business.

C. S. G.
2-3

2 To Kenya - bond (1 bond)

9 MAR 1937

W

Requests approval to inclusion in 1938 Lists of post of Insp. of Mines and the details of Mr. B. W. Harding, a possible applicant, together with usual Form of Particulars of Vacant Offices

M. L. G.
S. S. G.

but will appear of course. but I think should the post is one for which the S. of S. & not the C. A. engage candidates. Also if they want a man they will have to make it possible, or else offer a far bigger salary

J. G. S.

I think to that you will be better able than I am to say what the chances are of getting a man on these lines - i.e. £400 - £450 & over per annum etc.

17/10/37

Kenya will want to put something in the Estimates, so I have drafted as per attached. Mr. Harding looks as if he will do quite nicely, and his Gold Coast record appears to be very good. The Gold Coast has a lot of difficult work in regard to mining ^{inspection} ~~inspection~~, and a man who is considered fit for employment there, ought certainly to be capable of tackling the much easier situation in Kenya. It will be observed that the despatch suggests further communication, ^{with the two} ~~of~~ the two candidates ~~and~~ react ~~firmly~~ to the suggestion that they should apply for the Kenya post.

J. G. H. J

18.3.1937

4 To Kenya - 681 - (3 annals) - 25/9/37

M: Flood

M: Harding called on the 1st and has decided to apply for the app. He said for the Gold Coast on Sept 1st, but said that he would be released at once should notice be selected. The app. was not available when he called and I could not remember if it was proposed that the selected candidate should be engaged on agreement for any particular period. I see that the p.p.p. - No 3 does not say so. If we can let him know, before he sails, what the terms are in our proposal, I should like to do so, but I am not sure how they should be detailed.

what may be said to him on that point, please?

H. Young
26.8.

He would be engaged in the first place on agreement for one term of 36 to 48 months.

1.10.37

I have written to Mr Harding accordingly. I suppose we can not submit him and send him a definite offer until it is known if the Legislative Council approves the creation of the app. So

? As in app 214

H. Young
1/9

400 J. 1.9.

5. Kenya job - done - 10/11 10.9.37

Seen I will retain Mr. Harding's file as to how his pp. all ready to go forward

if reqd Gully 12/9

No reply received to (5)

? wait another month

Notes 22/11

2.297
22.11.37

Chapman 22/11

J.P. Pami
22/11

Kenya tel 215

25.12.37

ROYED

has approved app't of addl. Inspector of Mines & asks that Harding or some other suitable candidate may be app'd as early as possible.

I have not annexed Harding's file as these pp. will be sent to App's.

Mr. Harding
Mr. Pami
23/12

Mr. Pami

I spoke to him & I understood that he will submit Mr. Harding. We shall then have to consider the procedure for his engagement by the C.A.

attached 22/12

Mr. Pami
23/12

24
Mr. Harding offered post of Insp. of Mines see 2889/APP.

Accepted (see 5-5520 C.A.)

February, 1937

Draft (keep on file)

5

KENYA COLONY AND PROTECTORATE

Class A.

M/ _____ Agreement made the _____ day of _____ 193 _____
Between the Crown Agents for the Colonies, London, acting on behalf of the Government of
the Kenya Colony and Protectorate (hereinafter called the Government) and _____

_____ (hereinafter called the person engaged).

1. The person engaged agrees to proceed to the Kenya Colony and Protectorate (hereinafter called the Colony) when and as directed by the Crown Agents for the Colonies, and undertakes that he will there diligently and faithfully perform the duties of a _____ for the term of his engagement, and will act in all respects according to the instructions or directions given to him by the Government through the Head of his Department or other duly authorized officers. In this Agreement the term "Head of his Department" shall mean the person for the time being acting as Head of his Department.

2. The salary of the office is at the rate of _____ pounds (£ _____) a year rising to _____ pounds (£ _____) a year by annual increments of _____ pounds (£ _____) and thereafter rising to _____ pounds (£ _____) a year by annual increments of _____ pounds (£ _____) subject to the person engaged obtaining a certificate of efficiency before his salary rises above the rate of _____ pounds (£ _____) a year.

3. This Agreement is subject to the conditions set forth in the Schedule hereto annexed; and the Schedule shall be read and construed as a part of the Agreement.

4. The Crown Agents for the Colonies shall not be in any way personally liable for anything arising out of this Agreement.

As witness our hands the day and year above written.

Signed by _____
(on behalf of the Crown Agents for the Colonies) in the presence of _____ of the office of the Crown Agents for the Colonies.

Signed by _____
in the presence of _____
Of the Witness { Signature _____
Address _____
Occupation _____

(2)

SCHEDULE

Term of engagement.

1. (1) The engagement of the person engaged is for a tour of not less than $\frac{\text{twenty-four}}{\text{thirty-six}}$ nor more than $\frac{\text{thirty-six}}{\text{forty-eight}}$ months' continuous residential service, beginning from the date of arrival in the Colony, but the engagement may be extended as provided for in Clause 1 (3).

(2) A tour 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 his Department, or, if no such period shall be so fixed, upon the expiration of the maximum period of $\frac{\text{thirty-six}}{\text{forty-eight}}$ months' service.

(3) The person engaged may, notwithstanding the completion of his tour of service, be detained in the Colony at the option of the Government for a further period, if, in the opinion of the Government, the exigencies of the public service demand it, and if a Government Medical Officer certifies that the person engaged is physically fit to be so detained, provided that the tour of service and such extended service shall not together exceed $\frac{\text{forty-two}}{\text{fifty-four}}$ months, and the provisions of this Agreement shall apply to such extended period accordingly.

Further employment.

2. At some time not more than three months and not less than one month before the completion of a full tour of $\frac{\text{thirty-six}}{\text{forty-eight}}$ months' service, or, if the Head of the Department shall fix an earlier period than the expiration of $\frac{\text{thirty-six}}{\text{forty-eight}}$ months for the completion of the tour, then as soon as possible after receipt of the notice fixing such earlier period, the person engaged shall give notice in writing to the Government, whether he desires to remain in its employment, and the Government shall thereupon decide whether it will offer him further employment, in which case the re-engagement will be on such terms and for such period as may be mutually agreed.

Duties.

3. The duties of the person engaged shall include the usual duties of the office for which he is engaged and any other suitable duties which the Government may call upon him to perform. The person engaged shall reside in such place and occupy himself in such manner as the Government, through its duly authorized officers, shall direct, and he shall not, either directly or indirectly, engage or be concerned in any other service or business whatsoever or receive commissions or profits of any kind, but shall devote the whole of his time and attention to the service of the Government, shall use his utmost exertions to promote the interests of the Government, and shall conform to the General or Standing Orders of the Government and to the Regulations for His Majesty's Colonial Service, in so far as the same are applicable.

Salary.

4. (1) On first engagement half salary will be paid from the date of leaving England. Full salary will begin from the date of arrival in the Colony.*

(2) Increments of salary, if any, will be reckoned as from the date on which the person engaged takes up his appointment in the Colony, but no increment will be granted unless the conduct and diligence of the person engaged during the year immediately preceding have been approved. The evidence of such approval shall be a certificate signed by the Head of his Department.

Quarters.

5. Government quarters, suitable for single men, free of rent (but not of rates or other similar outgoings), will be provided when such quarters are available. When such quarters are not available, the person engaged will be provided with a tent or other temporary shelter, or, in certain cases, he will be granted an allowance in lieu of quarters at the discretion of the Government.

Travelling Allowance.

6. When traveling on duty away from his station in the Colony the person engaged either shall be provided with transport or may be paid travelling expenses according to the scales laid down for transport and travelling expenses respectively in the Colony.

Passage.

7. (1) "Passage" in this Agreement means a passage in a ship approved by the Government and include conveyance by railway, ship, or other transport between the port of disembarkation and the station of the person engaged in the Colony, and conveyance by railway on the Continent of Europe where necessary.

* In the event of the person engaged travelling overland to and embarking at Marseilles or other continental port on the outward journey from England, half salary will be paid from the day previous to the date of departure from any port of the coast by which the person engaged travels.

(3)

(2) The Government shall provide the person engaged with a free passage, and may on certain conditions provide assistance towards the cost of passages for his wife and/or children, to the Colony.

(3) The Government shall provide the person engaged with a free passage, and may on certain conditions provide assistance towards the cost of passages for his wife and/or children, back to England in the following circumstances only:—

(a) On the completion of a tour of service to the satisfaction of the Government, provided that the passage is taken within two months of the date on which the person engaged ceases to do duty in the Colony;

(b) If the person engaged is invalided home before the completion of a tour of service, as provided in Clause 8;

(c) On the determination of the engagement by the Government as provided in Clause 10 (1).

8. If at any time a Government medical officer shall certify that the person engaged is by reason of ill-health, not caused by his own misconduct, incapable on physical grounds of rendering further efficient service in the Colony, then the person engaged shall be called upon to relinquish his employment, and the Government shall furnish him with a free passage to England, provided that he claims and avails himself of such passage by the first available ship by which, in the opinion of the Government, he could have embarked.

Invaliding on account of incapacity produced by ill-health.

9. If the person engaged shall at any time neglect or refuse or from any cause (excepting ill-health not caused by his own misconduct, as provided in Clause 8) become unable to perform any of his duties or to comply with any order, or shall improperly disclose any information respecting the affairs of the Government to any unauthorized person, or shall in any manner misconduct himself, the Government may dismiss him, and on such dismissal all rights and advantages reserved to him by this Agreement shall cease, and he shall be liable to repay to the Government on demand the amount paid for his passage to the Colony, and the amount, if any, provided by the Government towards the cost of passages for his wife and/or children to the Colony.

Dismissal.

10. (1) The Government may at any time determine the engagement of the person engaged on giving him three months' notice in writing, or on paying him one month's salary, and in either case if he is in the Colony at the time, furnishing him with a free passage to England, provided that he claims and avails himself of such return passage not later than two months after the expiration of his engagement.

Determination of engagement.

(2) The person engaged may, at any time after the expiration of three months from the commencement of a tour of residential service, determine his engagement on giving to the Government three months' notice in writing, or on paying to the Government one month's salary, and in either case repaying the cost of his passage and the amount, if any, provided by the Government towards the cost of passages for his wife and/or children to the Colony. He shall not in either case be entitled to a return passage to England.

(3) If the person engaged terminates his engagement otherwise than in accordance with this Agreement, he shall be liable to pay to the Government as liquidated damages three months' salary and the cost of his passage and the amount, if any, provided by the Government towards the cost of passages for his wife and/or children to the Colony.

11. In the event of any pecuniary damage arising from the person engaged disregarding or failing to comply with any order, standing order, or departmental instruction, or from any neglect of duty whatsoever on his part, he may be liable to a deduction from his salary to make good the damage or any part thereof, the amount of which shall be fixed by the Head of his Department.

Liability to make good damage.

12. The person engaged will be required to contribute under the East African Widows and Orphans Pension Scheme in accordance with the rules and regulations in force from time to time, and the contributions may be recovered by deductions from his salary.

Contributions under Widows and Orphans Pension Scheme.

13. When the person engaged is not in the Colony, the Crown Agents for the Colonies, when duly authorized by the Government or by the Secretary of State for the Colonies, shall be competent to exercise any of the powers of the Government under this Agreement.

Power of Crown Agents.

While leave of absence is not a legal right included in the contract, the person engaged, after a tour of service, or if invalided home before completing the tour, or if, when he is in the Colony, his engagement is terminated by reason of ill-health in accordance with the provisions of Clause 8 of the above Schedule, will ordinarily be granted, so far as the exigencies of the

Leave.

(4)

public service permit, leave under the regulations for European officers serving on agreement in the Kenya Colony and Protectorate, in force from time to time. A summary of the regulations at present in force is printed below :—

SUMMARY OF LEAVE REGULATIONS FOR EUROPEAN OFFICERS SERVING IN KENYA

(Copies of the full Regulations may, if desired, be inspected at the Office of the Crown Agents for the Colonies.)

I. Subject to the necessities of the service, officers may, after a tour of residential service, be granted vacation leave with full pay for the time necessarily taken on the journey to England, and for :—

(a) Four days for each completed month of residential service where the normal tour is thirty-six to forty-eight months ;

(b) Five days for each completed month of residential service where the normal tour is twenty-four to thirty-six months.

II. Officers invalided before completing a tour of service may be granted leave with full pay for the time necessarily taken on the journey to England, plus the leave earned at the above rates in respect of each completed calendar month of residential service.

Provision is also made in the regulations for the grant of extensions of leave at the discretion of the Secretary of State on account of ill-health.

III. For the purpose of reckoning the amount of leave due to an officer, residential service is taken to begin on the day on which he arrives at the coast* and to end on the day preceding that on which he leaves the coast for England.

IV. A married officer may be granted, in addition to the cost of his own passage, an allowance towards the cost of the passage tickets of his wife and/or children between England and Kenya. The officer may also, if he wishes, travel by a lower grade or class than that by which he is privileged to travel, and apply the saving towards the cost of passages for his wife and/or children.

The term "children" means in this connexion an officer's children who are unmarried, under twenty-one years of age, and dependent on their parents for subsistence. It does not include nurses, the husband of a female officer, or relations other than children.

The grant will be made only once in respect of passages in each direction during a tour of service; and in the case of the homeward journey is conditional on the officer completing a minimum tour of service unless he is sent home earlier for medical reasons or on public grounds.

*Mombasa.

C. O.

Mr. D. L. Tovey 1/9

Mr. Flood. 1-9

Mr.

Sir H. Moore.

Sir G. Tomlinson.

Sir C. Bottomley.

Sir J. Shackburgh.

Perms. U.S. of S.

Parly. U.S. of S.

Secretary of State.

Amend 6
R 2-SEP
D 9

10 September, 1937.

Sir,

I have etc. to refer to the last paragraph of my despatch No. 681 of

(4) the 25th of August regarding the appoint-

ment of an additional Inspector of Mines

and to inform you that Mr. B.W. Harding

wishes to be considered for this

post, and appears likely to be the most

suitable candidate available.

2. Mr. Harding is returning to the Gold Coast for the time being, and in

order that he may be able to give due

notice to his employers if selected I

shall be obliged if you will inform me

by telegraph as soon as it is known

whether provision for the appointment

is

DRAFT. Conson

KENYA
NO 746
GOVERNOR.

FURTHER ACTION.

Copy for 28891/Appts.
Mr. Irby to see.

C. O.

38112/37

C. D.

4

DOWNING STREET.

25 August, 1937.

Mr. Flood. 18/8

Mr. Tomy 15/8 p

Mr.

Sir H. Moore.

Sir G. Tomlinson.

Sir C. Bottomley.

Sir J. Shackleton.

Parnt. U.S. of S.

Party U.S. of S.

Secretary of State.

C. D.
R 19 AUG
D 23

24

DRAFT.

KENYA

NO. 681

GOVERNOR

I have etc. to acknowledge the receipt of your despatch No.402 of the 23rd July, and to convey to you my approval of your proposal that an additional post of Inspector of Mines should be provided in the 1938 Estimates.

2. As requested by you, I will proceed to make provisional arrangements for the selection of a suitable candidate in anticipation of final approval by Legislative Council of the proposed new appointment, but I think it well to point out that it may not be easy to secure a suitable candidate on the conditions proposed, especially in view of the fact that it is not suggested that the appointment should be on a pensionable basis.

FURTHER ACTION.

Revised to agree copy to Board Mr. Harding and Mr. Bottomley as proposed in minutes

J. Mr. B. W. Harding

Mr. B.W. Harding, who is mentioned in
your despatch, has been approached already
but I understand that, owing to ^{a slight} an accident
^{injury} he is not available as a candidate, though
He has been invited to ^{call on} visit ^{the} Mines Appointments
^{of the Colonial Office} Department as soon as he recovers, and if he
is willing to accept, or if I can secure another
suitable candidate on the conditions proposed,
I will inform you in due course.

I have, etc.

(Signed) W. ORMSBY GORE



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3

RECEIVED
23 JUL 1937
O.O.

23 July, 1937.

I have the honour to request your approval in advance to the inclusion in the 1938 Estimates of the post of Inspector of Mines in the Mining and Geological Department of this Colony which has been tentatively approved by this Government on the representations of the Commissioner of Mines.

2. The appointment of an officer early in 1938 is considered to be a necessity and, provided you see no objection, I should be glad if formal enquiries could be made by the Crown Agents for the Colonies in order that a suitable candidate may be available to arrive in this Colony at the beginning of January next should the necessary provision for the post receive confirmation by the Legislative Council.

3. In this connection it is understood that there is a possible applicant for the Colonial Mines Service in the person of a Mr. B.W. Harding, details of whose qualifications are enclosed and from which it will be seen that in January last he was offered a post as Assistant Inspector of Mines by the Secretary for Mines of the Gold Coast Colony. Mr. Harding is not personally known to the Commissioner of Mines as he has never been resident in Kenya, but the Commissioner considers that he might be suitable should he apply for

Details.

THE RIGHT HONOURABLE
W. ORMSBY-GORE, P.C., M.P.,
SECRETARY OF STATE FOR THE COLONIES,
DOWNING STREET, LONDON S.W.

the

Recd - (A)

the post during his present leave from the Gold Coast.

4. Should any suitable applicant be forthcoming locally, you will be informed at once. In the meantime I enclose the usual Form of Particulars of Vacant Office.

Form.

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

A Brooke-Popham

AIR CHIEF MARSHAL,

G O V E R N O R.

4

SUMMARY OF QUALIFICATIONS. B.W.HARDING.
(A.M.I.M.E., A.R.S.M.).

1922-27. Royal School of Mines, London.
Oct. July Mining (Hons.) Mining Geology (Hons.)
1927.

1927-1929 - Bolivia. Companie Aramayo de Mines en
Aug. Nov. Bolivie (Tin) (Bismuth). Asst. Engineer.
1928-29 Underground Manager.
Left Company for wider experience.

1929-1931 Post Graduate course at R.S.M. and out of
Dec. June (Mining) work during worst of the "slump".

1931-1932 - Panama. Panama Corporation Ltd. (Gold).
June - Feb. General prospecting and reporting.
Left Company on account of divergence of
views in the matter of stating result (of
prospecting) to shareholders.

1932-1933 - Panama. Private work on alluvial placer.
Mar. April

1933-1934 - Northern Rhodesia. N'kana Mine. General
May Dec. Miner. Safety Officer (Shift Boss rating) Dec.
1933 - Dec., 1934. 8,000 "boys". 300 Europeans
employed underground. Accident rate reduced
from 6.1% to 1.1% (totals).

1935-1937 - Gold Coast. Gold Coast Selection Trust, Ltd.
Jan. May. (Gold). Geological Prospecting. Admitted by
own request, as mining contractor to same
Company from June 1935 to June, 1936, when
contract cancelled, and made manager of one
of the Company's three main properties.

(This property is being made into sub-Headquarters)

.....

Notes.

January, 1937. Offered post as Assistant

Inspector of Mines by Secretary for Mines, Gold Coast Colony.

June, 1937. Have provisionally signed new contract
with Gold Coast Selection Trust, Ltd. Have been given to
understand that have 50/50 chance of going back as Acting
G.M. for Gold-Coast Main Reef.

(June 12, 1937).

Colson

COLONY AND PROTECTORATE OF KENYA.

Particulars of the Office of Inspector of Mines now vacant in the Colony of Kenya.

1. Duties of Office and qualifications required for their performance.

Inspection, underground and machinery, also electrical if possible.

2. Emoluments of Office
(a) Pensionable
(b) Non-pensionable

~~Some point in order (according to qualifications) £600 - £300 - £720.~~
Non-pensionable.

3. Allowances, quarters, and other circumstances, affecting the value of the Office, including grant of free or assisted passages to the officer and his family on first appointment and on leave.

Quarters or allowance in lieu provided.
Free passage to officer, £40 allowance towards family passages.

4. Nature, number and amount of securities required, and mode of giving them.

5. Acts, laws or Ordinances, making provision respecting any of the above matters with reference to the sections in which such provision is made.

6. Whether house accommodation is available or readily procurable, whether furniture, etc., should be brought from England, and any other particulars of a like nature likely to be useful for the information of candidates.

House accommodation generally available. Government allowance of furniture can be supplemented locally. Inadvisable to bring from England.

7. Whether free medical attendance and medicines are provided.

Free medical attendance and medicines provided.

8. Whether and, if so, what rates and taxes are payable.

Basic Poll Tax, ^{£2,} and Income Tax, at 1/- per £1 for first £700. Deductions £350 for resident, £150 for wife, £75 for first child, £60 for second, and for insurance paid.

W. J. ...
Commissioner of Mines

C. O.

Mr. *Gusmanilla* 1/3/37

Mr. *Parkin* 2/3

Mr. *Kros* 2/3

Sir C. Parkin.

Sir G. Tomlinson.

Sir C. Bottomley.

Sir J. Shackburgh.

Permt. U.S. & S.

Parly. U.S. of S.

Secretary of State.

3F114/37 2



9 MAR 1937

DRAFT.

Kenya
Conf.
CH

Sir,
I have etc. to acknowledge the receipt of your Confidential despatch No 23 of the 30th of January and to inform you that, in the circumstances described therein, I have no wish to press the proposal regarding the appointment of Mr. Wayland, Director of Geological Survey in ^{State} *Kenya*, as Geological Adviser to the Govt of Kenya.

Yours etc.

FURTHER ACTION.

(Signed) W. ORMSBY GORE.

KENYA.

No. 233

CONFIDENTIAL.



RECEIVED

23 FEB 1937

G. C. REGY

14
GOVERNMENT HOUSE,
NAIROBI,
KENYA.

30 January, 1937.

Sir,

(3) on 38112/35
I have the honour to acknowledge the receipt of your despatch Confidential (3) of the 22nd December, regarding the appointment of Dr. C. Stansfield Hitchen as Geologist in the Mining and Geological Department.

2. I have considered the suggestion contained in paragraph 2 of your despatch that, in order to secure supervision and advice from the Director of Geological Survey in Uganda, the Government of Uganda might be approached with a view to securing Dr. Wayland's services, at a small fee, as Geological Adviser to this Government. The Commissioner of Mines and Dr. Hitchen have maintained and will continue to maintain close contact with Dr. Wayland, whose advice and opinions they value and respect, and I should prefer not to substitute for the present relation any formal arrangement such as that suggested, which might defeat its own ends.

3. In Uganda the Geological and Mining Departments are separated, whereas in Kenya they are not. So long as geology and mining are not independent, difficulties would be likely to arise from an organisation in which the Head of a Uganda Department would be in effect directing a section of the combined Kenya Department. Moreover, the necessary limitation, on financial grounds, of geological survey programmes

THE RIGHT HONOURABLE

W. OMSBY-GORE, P.C., M.P.,
SECRETARY OF STATE FOR THE COLONIES,
DOWNING STREET, LONDON S.W.

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15
LWD

is a consideration of greater prominence in Kenya than in Uganda.

4. The Commissioner of Mines is satisfied with Dr.Hitchen's work. The advice sought and freely obtained from Dr.Wayland is appreciated. In the circumstances I trust that you will not press your proposal in view of the present practice in which real co-operation is achieved.

I have the honour to be,
Sir,
Your most obedient, humble servant.

Arthur...

ACTING GOVERNOR.