

1928

Kenya

No. 15120

SUBJECT

CO 533/377

European Police Constables
Form of Agreement

Previous

CA 13576/24

See Ser 1325/6 CA

see file number
3016 CA

Subsequent

See 13567/29

(Locally signed
constable agreement)

Transmits copy letter from A Commissioner of Police together with a Form of Agreement which it is proposed to adopt in respect of locally engaged European Police Constables.

I have obtained from the C. Agents two copies of the existing agreement, and compared ~~them~~ with ~~the~~ the proposed new agreements. The two new agreements are, apart from the obvious differences, practically identical, and if the home agreement is passed, the local one can, I think, also be accepted.

There are, however, various differences between the two proposed new agreements and the old one. I have marked the main additions in the new home agreement in red. Comparing that with the old home agreement:-

Cl. 1. Alterations and additions, and one omission (the provision for repayment of expenses on marrying without consent) I suppose that cl. 11 is considered ~~insufficient~~ security.

Cl. 3. Altered.

Cl. 8(2)(b). Equals old cl. 10 with an alteration at ~~the~~ end.

Cl. 9(1). A clothing allowance of £10 is to be given every year instead of only after the first year of service.

Cl. 9(2). "Six months" becomes twelve.

Cl. 10. Is an addition.

Cl. 12. The biggest alteration. I don't see that on first agreement any mention of pension or gratuity is really, ~~at all~~ necessary.

Cl. 18. An addition, perhaps an improvement, to cl. 17 in the old agreement.

~~Submit~~
to C. Agents for observations.

* If same with
end of each year
JMA

Eastman

I discussed this with Mr. Allen and Mr. Wiseman before the former went on leave, and it was suggested that we should find out from the Crown Agents in the first place whether they have any observations to offer upon these revised agreements. I have, however, already prepared certain notes myself, and perhaps these might be sent to the Crown Agents along with the duplicate of the despatch and enclosures for their observations, as in the draft herewith.

G. Seel
29. 3.28.

I have not examined this in detail pending C.A. views, but I have suggested some modifications of Mr. Seel's note.

When the local people have gone wrong in trying to make the agreement, too comprehensive, it tries to lay down the conditions of service for the whole of his life instead of being confined to the term which it covers. Also

Jeffries
it contains a good deal
(over)

2
(such as details of uniform & direction as to where to buy boots) which are not appropriate to an agreement. All that is wanted is the standard Class B agreement with a few modifications, plus a leaflet of information for candidates. I should prefer to start again with a fresh draft rather than patch up his one.

Jeffries
3/5 29.3.28

2 To C.A. (w/copy no 1 and note) cons B APL 1928
JK

Crown Agents' min. 15 May 28
Enclose draft agreement and memorandum for consen

Police Dept. 23 July 28
States that Commin/Police has selected locally as a European Police Constable, his F.C. Holmes who is only 17 years & 8 months of age
Appointments re provisional pending covering sanction
P.T.O.

File 32633 EA
(Holmes & Co.)
15/10/29
(10.11)

6

Mr. Lee 24.9.28.
Mr. Seel 28.9.

Para 7 Amsd on 7/11/29

Downing Street.

Mr. [Name] 28/9
Mr. [Name] 28/9
Mr. [Name]

September, 1928.

- Sir E. Hardinge
- Sir J. Shuckburgh
- Sir O. Grady
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby Gore
- Lord Lugard
- Mr. [Name]

Jape
No. 9
Copy (sent off on 1/10/29) to Mr. [Name]

C. F.
3 OCT
15

I have the honour to refer to your despatch No. 55, of the 28th January, forwarding for my consideration drafts of revised forms of agreement proposed for adoption in the case of European Police Constables engaged locally or by the Crown Agents for the Colonies. I have to express ^{an earlier} regret that ~~it has not been found possible~~ ^{has not been sent} to reply to your despatch, at an earlier date.

DRAFT.

KENYA.

No. 747
Gov.

Copy with copy enclosures to Crown Agents L.F. inf. refce C.

Revised Draft Agreements.
Copy with MS alterations to
(Make 5 copies, 2 for Crown Agents)
Memorandum for informt. of candidates
Enclosure to B. As altered in
ink. Make 6 copies.

2. The draft agreements have ~~now~~ been carefully examined in consultation with the Crown Agents for the Colonies and, as a result, it has been suggested that the drafts as submitted will need a certain amount of revision. It would appear that,

generally

Both enclosures checked in [Name] before despatch.

generally speaking, they are of somewhat too comprehensive a nature, in that an endeavour is made to lay down in them conditions of service for the whole period of a Constable's employment under the Kenya Government, whereas their provisions should properly be confined to those which will obtain during the one tour of service, which is covered by the agreement signed by the candidate selected.

3. In particular, the following criticisms have been made on the draft ^{locally} prepared for use in the case of Constables engaged in this country in the first instance:-

Clause 1 (3) and (4). As the course of instruction at Newtownards is preliminary to final selection and engagement, it appears unnecessary to refer to this in the agreement itself.

Clause 3. No reason is given for the departure from the standard form of Clause 3 in the model agreement already in use by the Crown Agents. Under the Kenya Police Ordinance, Constables may be admitted to the pensionable establishment

after

generally speaking, they are of somewhat too comprehensive a nature, in that an endeavour is made to lay down in them conditions of service for the whole period of a Constable's employment under the Kenya Government, whereas their provisions should properly be confined to those which will obtain during the one tour of service, which is covered by the agreement signed by the candidate selected.

3. In the draft, the following criticisms have been made on the draft prepared ^{locally} for use in the case of Constables engaged in this country in the first instance:-

Clause 1 (3) and (4). As the course of instruction at Newtownards is ^a preliminary to final selection and engagement, it appears unnecessary to refer to this in the agreement itself.

Clause 3. No reason is given for the departure from the standard form of Clause 3 in the model agreement already in use by the Crown Agents. Under the Kenya Police Ordinance, Constables may be admitted to the permanent establishment

after

after a tour of twenty months' service.

It is, however, apparently intended to secure by this new clause that a

Constable's service shall be allowed to count for pension, but that he should be retained on temporary agreements throughout his service, until he reaches the age of 50. But the last sentence of the clause is inappropriate, as an agreement of this kind is not the proper place in which to lay down what shall be deemed to be permanent service under the European Officers' Pensions Ordinance;

and it is probably ultra vires, as the *franchise* (Section 6(a)) Ordinance states that service on agreement cannot count for pension except when followed by confirmed service.

The original form of Clause 3 would appear to be preferable to this revised form.

(3)
Clause 8(b) The words "if the person engaged shall have been provided by the Government on engagement with a free passage"

passage to the Colony" appear to be superfluous.

In view of the opening words of Clause 8(2).

Further, it seems desirable that the provisions of this sub-clause should be retained as a separate clause, as in Clause 10 of the existing form of agreement.

Clause 8. There would appear to be no provision in the draft agreement for the grant of a passage in the event of discharge for inefficiency or on of establishment, as provided in Clause 8(c) of the existing agreement. It is not clear why this provision has been omitted in the draft, and in the absence of any explanation it would appear that it should be retained.

Clause 11. In the draft the words "and all other expenses incurred in respect of his engagement" have been added to the corresponding clause in the existing agreement. It is not clear what additional expenses are intended to be covered by these words.

Clause 12. The reference to "any European Constable" is inappropriate in an agreement which would be made with a particular individual.

individual.

It is not understood why it has been thought necessary to rephrase the original Clause 12 since a Constable serving under an agreement of this nature can have no pension rights whatever; on the other hand, a Constable who has been admitted to the permanent staff ceases thereupon to be bound by the terms of his agreement and his case is governed entirely by the relevant Ordinances.

It is not considered that any objection need be taken to the raising of the rates of purchase of discharge, which are explained in the fifth paragraph of the Acting Commissioner's letter of the 29th December, 1927.

Clause 13. This clause appears to be unnecessary in view of the last sentence of Clause 4.

Clause 14. There appears to be no reason for departing from the standard form of the

(I have accepted this, & need not refer to it there. In any case it is not a criticism & will not fit in in this para.)

Enclosure to Mr.

the Clause (9) relating to leave.

Clause 17. The addition "to bring any action or suit on this agreement for and on behalf of the Government of Kenya" seems unnecessary, as such power is implied in the general authority given to the Crown Agents for the Colonies in the preceding part of the clause.

Clause 19. This Clause appears to be necessary in view of Clause 4, where it is stated that "the person selected must conform with the General or Standing Orders of the Government and to the regulations prescribed in the ~~Pensions~~ ^{Police} Ordinance and the Colonial Regulations in so far as the same are applicable".

4. In the circumstances, it ~~was~~ ^{has been} thought desirable that a new draft agreement and schedule should be prepared, following as closely as possible the existing form of agreement for Police Constables, ~~together with~~ ^{also} with a draft Memorandum of Information for

consideration

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~~and~~ ^{in fact,} candidates selected for engagement, but incorporating such of the suggested modifications as, taking into consideration the foregoing observations, it seemed desirable to retain, and to ~~include~~ ^{incorporate} all matter relating to general conditions of service, which is not a necessary part of the agreement, in a separate memorandum of information for candidates.

5. Copies of the revised draft ^{Memorandum} form of Agreement for Constables engaged in this country by the Crown Agents for the Colonies, and of the ^{Memorandum} separate memorandum which have been prepared in consultation with the Crown Agents are accordingly enclosed for your consideration. You will no doubt furnish me in due course with any observations which you may have to offer on these ^{new} drafts. Subject to your observations, the Crown Agents will be authorised to adopt ^{the enclosed} this form.

of Agreement in future, and to prepare a similar form for use in the re-engagement of Constables selected by them in the first instance. As regards Constables locally engaged, you will no doubt cause forms of agreement to be drawn up on similar

lines, *mutatis mutandis*, when the form of agreement for those engaged in this country has been finally settled.

6. I take this opportunity of informing you, with reference to the third paragraph of the letter from the Acting Commissioner of Police forwarded with your despatch, that I have no objection to the minimum age for Constables engaged locally for the Kenya Police Force being fixed at twenty-one years.

7. With reference ^{however,} to your despatch No.421 of the 23rd July, ^{reporting} regarding the local enlistment of Mr. Francis Carlton Holmes as ^{an} European Police Constable, at the age of 17 years and 8 months.

I do not consider it desirable, as a general rule, that persons of that age should be entrusted with the functions of a Police Constable, and before approving his engagement I shall be glad to be furnished with an application for employment in

This point, under clause 1, which provides for exceptional features, but

4

in the usual form, together with copies of the reports of his referees on the strength of which the Commissioner of Police recommended that he should be engaged.

I have, etc.

(Signed) L. S. AMERY

COLONY AND PROTECTORATE OF KENYA.

European Police Constable Agreement.

11/3

AGREEMENT made this day of
One Thousand Nine Hundred and Between
the Crown Agents for the Colonies, London, acting for
and on behalf of the Government of the Colony and
Protectorate of Kenya (hereinafter called "the Government")
of the one part and _____

in the County of _____ of the other
part (hereinafter called "the person selected").

1. The person selected 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 on arrival in the
Colony, proceed to the Headquarters of the Kenya Police
or to such other place as he may be directed by the
Government or by any duly authorised officer and will report
himself at the Headquarters or such other place as aforesaid
in order that he may be attested as a Constable in the
Kenya Police in accordance with any Proclamation Ordinance
or Regulations now in force or which may from time to time
be promulgated providing for the discipline and
organisation of that Force, and will act in all respects
according to the instructions or directions given to him
by the Government through the Commissioner of Police or
other duly authorised officers. In this agreement the
term

term "Commissioner of Police" shall mean the person for the time being acting as Commissioner of Police.

2. Should the person selected fail to report himself for attestation at the earliest opportunity the Government of Kenya may declare this agreement cancelled, but the person selected shall be liable to pay to the Government all expenses incurred by or on behalf of the Government under this agreement to the same extent as if the agreement had not been cancelled.

3. The salary of the office is at the rate of two hundred and forty-six pounds (£246) per annum, provided that if the person engaged passes the necessary examinations and satisfies the Commissioner of Police of his efficiency, he may be granted annual increments of eighteen pounds (£18) until his salary amounts to three hundred pounds (£300) per annum.

4. 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.

5. 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

Signature _____

Address _____

Occupation _____

Of witness {

SCHEDULE

Marriage

1. The person selected must be unmarried, and shall not marry unless permission is first obtained from the Commissioner. If the person selected shall marry without such consent he may be required to relinquish his employment and all rights and advantages reserved to him by this agreement shall cease, and he shall be liable to repay to the Government or to the Crown Agents for the Colonies on demand the amount paid for his passage to the Colony including railway fare to the port of embarkation.

Term of engagement

2. (1) The engagement of the person selected is for a term of not less than twenty nor more than thirty months continuous residential service beginning from the date of disembarkation at the port of arrival but the engagement may be extended as provided for in Clause 2 (3).

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

(3) The person selected may, notwithstanding the completion of his term 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; provided that the term of service and such extended service shall not together exceed thirty-six months, and the provisions of this agreement shall apply to such extended period accordingly.

Further employment

3. At some time, not more than three months and not less than one month before the completion of a full term of thirty months' service or if the Commissioner shall

shall fix an earlier period than the expiration of thirty months for the completion of the tour, then as soon as possible after receipt of the notice fixing such earlier period, the person selected shall give notice in writing to the Government whether he desires to remain in its employment. The Government shall decide whether it will offer him further employment, in which case it shall be open to the Commissioner to recommend his admission to the permanent and pensionable establishment, or he may be re-engaged on such terms and for such period as may be mutually agreed.

Duties

4. The duties of the person selected 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 selected shall reside in such place and occupy himself in such manner as the Government, through its duly authorised 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 prescribed in the Police Ordinances and to the Colonial Regulations in so far as the same are applicable.

Salary.

5. On first engagement half salary will be paid from the date of leaving England. Full salary will begin from the date of disembarkation at the port of arrival.

6. In the event of the person selected travelling overland to and disembarking at Marseilles on the outward voyage from England half salary will be paid from the day previous to the date of departure from Marseilles of the steamer by which the person selected travels.

Quarters

6. Government quarters, 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 selected 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 allowances

7. When travelling on duty away from his station the person selected either shall be provided with transport or shall be paid travelling expenses according to the scales laid down for transport and travelling expenses respectively.

Passages

8. (1) "Passage" in this agreement means a second-class passage and includes conveyance by railway, steamer or other transport between the port of disembarkation and the station of the person selected in the Colony, and conveyance by railway on the Continent of Europe where necessary.

(2) The Government shall provide the person selected with a free passage to the Colony, and shall provide him with a free passage back to England in the following circumstances only:

(a) On the completion of a tour of service to the satisfaction of the Government;

(b) If the person selected is invalided home before the completion of a tour of service, as provided in Clause 12 (a) of this Schedule;

(c) on the determination of the engagement by the Government as provided in Clause 12 (c) and (d) of this Schedule.

(3)

* NOTE

The Government endeavours to provide officers with accommodation of the class by which they are privileged to travel; but it must be understood that, if circumstances render it necessary for an officer to travel by a lower class no claim for compensation will be entertained.

(3) The Government shall provide the person selected with railway fare (third class) to the port of embarkation on first engagement.

9. (1) The person selected will on first enlistment be provided with the following outfit which will be issued to him in the Colony:

- 2 tunics
- 2 pairs shorts
- 1 pair riding breeches
- 1 helmet
- 2 pairs puttees
- 2 blankets
- 1 great coat

and at the end of each year's service he will be granted an allowance of £10 per annum for upkeep of uniform.

(2) In the event of the person selected being discharged within twelve months of his enlistment he will be required to return the articles issued to him by the Government.

(3) The person selected will be required to supply himself and keep himself supplied with two pairs of brown laced shooting boots.

10. If the person selected shall be compelled by reason of ill-health (not caused by his own misconduct) to relinquish his employment, or if at any time it shall be certified by a Government Medical Officer that the person selected 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 selected must relinquish his employment as from such date as may be notified to him by the Government; and (in either case) the Government shall pay him salary up to, but not including the date of his departure from the Colony by the first steamer by which in the opinion of the Government he ^{could} have embarked for England and shall furnish him with a free passage to England, provided that

⊕
Outfit

Invaliding on account of incapacity produced by ill-health.

provided that he claims and avails himself of such return passage by the first available steamer by which in the opinion of the Government he could have travelled.

Disposal
and
Resignation

11. (i) The person selected shall not be at liberty to resign from the Force unless and until the consent of the Commissioner be obtained.

(ii) If he resigns without having first obtained such consent or if he is dismissed from the Force prior to the expiration of the term of his engagement all rights and advantages reserved to him by this agreement shall cease, and he shall be liable to repay to the Government or to the Crown Agents for the Colonies on demand the amount paid for his passage to the Colony including railway fare to the port of embarkation.

Discharge

12. The person selected may be discharged at any time:

- (a) When pronounced by a Medical Officer designated by the Government to examine him to be mentally or physically unfit for further service.
- (b) When sentenced to be dismissed from the Force for misconduct.
- (c) If the Commissioner shall consider that he is unlikely to become or has ceased to be an efficient Constable.
- (d) On reduction of establishment.
- (e) On purchase of discharge if approved by the Commissioner at the following rates:

£75 during the first year of service.
£60 during the second year of service.
£35 during the third year of service

and, unless the constable has completed 20 months' continuous residential service on refunding the whole or such portion of the cost incurred by the Government in bringing the Constable to the Colony as the Commissioner shall determine.

Absence from
duty

13. If the person selected shall absent himself from duty through ill-health he shall produce a medical certificate to that effect signed by a Medical Officer designated

designated by the Government for that purpose, and if his sickness should be caused through his own impropriety of conduct he shall forfeit his salary for the number of days he shall be absent from duty. If he shall absent himself from duty from any cause whatever without leave or without such medical certificate he shall forfeit his salary for the number of days he shall be absent from duty, and shall render himself liable to such disciplinary action as is provided for in any Proclamation, Ordinance or Regulation in force at the time of such absence, and it shall be lawful for the Government to punish him forthwith as for misconduct.

Contribution
under Widows
and Orphans
Pension
Scheme

14. The person selected 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.

Course of
training

15. The person selected may be required to undergo a course of training at the Depot in the Colony either on joining or at any time during his term of service.

Payments in
England

16. In the event of the person selected being entitled, on the expiration of this agreement to any payment in England, before payment can be made it will be necessary for him to produce to the Crown Agents for the Colonies a certificate from the Government of the amount due.

Power of
Crown Agents.

17. When the person selected is not in the Colony the Crown Agents for the Colonies, when duly authorised 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, and to bring any action or suit on this Agreement for and on behalf of the Government.

Leave.

12. 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 10 of this Schedule, will ordinarily be granted so far as the exigencies of the public service permit, leave under the following regulations for Kenya European Constables engaged in England.

LEAVE REGULATIONS FOR KENYA EUROPEAN CONSTABLES
ENGAGED ON AGREEMENT IN ENGLAND.

1. Subject to the necessities of the service, constables may, after a tour of residential service, be granted vacation leave with full pay for the time necessarily taken on the journey to England, plus 3^x days for each completed calendar month of residential service; and if especially detained by the Government on public grounds after the completion of a tour of 30 months' service they may be granted vacation leave for 3^x days more with full pay in respect of each completed calendar month that they may have been detained.

In the case of constables who are returning to East Africa for further service, there may be added to their vacation leave a further period of leave with full pay, known as "return leave" for 3^x days for each completed calendar month of residential service, plus the time necessarily taken on the journey from England. Constables to whom return leave is granted will be required to sign an agreement to the effect that in the event of their falling

x = 2 $\frac{1}{2}$ in respect of service in certain stations.

falling to return to East Africa for further service they will, if called upon to do so, refund the amount of any pay drawn in respect of such leave, and that in the event of their return to East Africa for further service but determining the engagement with the approval of the Commissioner or being discharged under Clause 12 (a), (c) or (f) of the foregoing Schedule before the completion of a further tour of service, they will, if called upon to do so, refund the amount of any pay drawn in respect of such leave or such part of that pay as the Government may direct, together with the cost of their return passage from England or such part thereof as the Government may direct.

II. Constables invalidated before completing a tour of service of 20 months may be granted sick leave, with full pay, for the time necessarily taken on the journey to England, plus 3^x days in respect of each completed calendar month of residential service.

In addition to the sick leave which may be granted under the foregoing regulation, if there is reason to believe that a constable will ultimately be fit to return to East Africa for duty, and if the Government desires to retain his services for a further tour, he may be granted "return sick leave" with full pay for 3^x days more (making 6^x days in all) in respect of each completed calendar month of residential service, plus the time necessarily taken on the journey from England, subject to the same conditions with regard to repayment as return leave.

III. No extension of vacation leave will be granted in the ordinary course, but in exceptional circumstances, such

as
x = 30 in respect of service in certain stations.
x = 5 in respect of service in certain stations.

on continued ill-health, constables who are not returning may be granted an extension of leave at the discretion of the Secretary of State for a period not exceeding six calendar months, with such salary as the Secretary of State may direct.

IV. Return leave or return sick leave may be extended with full pay, on the ground of ill-health for any period not exceeding six calendar months, and if necessary for a further period of six months with half salary; or it may be extended with full pay if the constable is detained in England by the Secretary of State on public grounds.

V. Any extension of leave, however, short, which may be granted on any other grounds than those mentioned above, will be without pay unless for special reasons the Secretary of State authorises full pay or half pay.

VI. For the purpose of reckoning the amount of leave due to a Constable, residential services is taken to begin on the day on which he arrives at Mombasa and to end on the day preceding that on which he leaves Mombasa.

COLONY AND PROTECTORATE OF KENYA.

Notes for information of candidates for enlistment
as European Police Constables.

Age & Height

The person selected must not at the time of engagement be under 23 nor over 30 years of age, nor under 5'8" in height nor under 36" in chest measurement.

Marriage

He must be unmarried, and shall not marry unless permission is first obtained from the Commissioner. (Such permission is not usually granted to European Constables).

Instruction

He must be prepared, should the Crown Agents for the Colonies deem it necessary, to undergo a course of instruction at the Royal Ulster Constabulary Depot, Newtownards, for a period of not less than 3 months, during which period, he will receive an allowance at the rate of £150 per annum from which a deduction will be made of 2/6d. per diem for messing, and he will receive a free issue of uniform.

The possession of a satisfactory certificate on completion of the course from the officer in Charge will be a condition precedent to the final engagement of the candidate.

Course of Training

Constables may be required to undergo a course of training at the Depot in the Colony either on joining or at any time during their term of service.

Outfit

Constables on first enlistment will be provided with the following outfit which will be issued to them in the Colony:

- 2 tunics
- 2 pairs shorts
- 1 pair riding breeches
- 1 helmet (supplied in England)
- 2 pairs puttees
- 2 blankets
- 1 great coat

and

and at the end of each year's service they will be granted an allowance of £10 per annum for upkeep of uniform

In the event of the Constable being discharged within 12 months of his enlistment he will be required to return the articles issued to him by the Government.

A Constable is required to supply himself and keep himself supplied with two pairs of brown laced shooting boots. It is desirable that these boots should be purchased in England.

A horse or mule (if required for duty) and forage, arms and service equipment will be supplied free.

Promotion

Promotion can be obtained to the following ranks provided the Constable has passed the necessary examinations and is considered suitable by the Commissioner:

Assistant Inspector £300 by £18 to £372 per annum

Inspector £372 by £18 to £480 " "

Chief Inspector £480 by £20 to £540 " "

Non-commissioned officers of outstanding merit and

efficiency are eligible for promotion to the commissioned ranks if the Secretary of State for the Colonies on the recommendation of the Governor of the Colony approves.

Remittances

It should be clearly understood that the initial salary of a Constable on joining the Force is insufficient to permit of his making a regular home remittance, unless he has other means.

Examinations

Language and promotion examinations are held from time to time.

Conditions of life etc.

A Constable on arrival at Bombay is provided by the Government Coast Agent with a 2nd class railway ticket for himself.

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himself to proceed by the first train to Nairobi at which the Police Headquarters is situated. He has one night in the train and it is essential that he should have in his possession and readily accessible at least two good rugs or blankets. The railway ticket covers transport for baggage up to 560 lbs.

On completion of the Constable's attestation, he is posted to the local Police Station, where he is given every opportunity of making himself acquainted with the laws of the Colony, and in his spare time it is essential that he make himself conversant with the Kiswahili language.

When stationed in Nairobi the Constable is provided with quarters and the necessary furniture. He becomes a member of the mess, in which he partakes of his meals at a cost of about £6 to £7 a month. The Force has a Sport Club, and Constables are given time to take part in all branches of sport at a monthly subscription of 2/--.

The Colony is divided into police districts with a senior Police Officer in charge, with a number of outstations which are officered by an Inspector of Constables.

Each outstation has a detachment of native police for whom the outstation officer is responsible. The majority of police stations are situated in the most healthy parts of the Colony.

Camp equipment
and expenses
of travelling

All camp equipment and means of travelling in the Colony are supplied free.

Medical attention

In case of illness Constables, like other European officials, receive free medical attention while in the Colony, but not in this country.

COLONIAL OFFICE

1928.

Days At Seal } 26.9. above - subject to Draft despatch to the
At Seal } being authorised

COLONY AND PROTECTORATE OF KENYA.

EUROPEAN POLICE CONSTABLE AGREEMENT.

M/

Agreement made this _____ day of _____
One Thousand Nine Hundred and _____ Between the Crown Agents for the Colonies,
London, acting for and on behalf of the Government of the Colony and Protectorate of Kenya (hereinafter
called "the Government") of the one part and _____

in the County of _____ of the other part (hereinafter called "the
person selected").

1.—The person selected 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, on arrival in the Colony, proceed to the Headquarters of the Kenya Police or to such other
place as he may be directed by the Government or by any duly authorised officer and will report
himself at the Headquarters or such other place as aforesaid in order that he may be attested as a
Constable in the Kenya Police in accordance with any Proclamation Ordinance or Regulations now in
force or which may from time to time be promulgated providing for the discipline and organisation of
that Force, and will act in all respects according to the instructions or directions given to him by the
Government through the Commissioner of Police or other duly authorised officers. In this Agreement
the term "Commissioner of Police" shall mean the person for the time being acting as Commissioner
of Police.

3.—The salary of the office is at the rate of ~~two~~ ^{two hundred} hundred pounds (£200) per annum, ^{increased to £240} and by promotion
to ~~the rank of Chief Constable, £320 and £350 per annum respectively.~~ ^{to the rank of Chief Constable, £320 and £350 per annum respectively.}
*When engaged during the necessary absence of the person selected by the Commissioner of Police of
the Colony, he may be granted further increments of his salary, provided that the amount of such
increments shall be read and construed as a part of the agreement.*

5.—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 _____
Witnesses { Signature _____
 Address _____
 Occupation _____

2. Should the person selected fail to
appear himself for attestation at the earliest
opportunity the Government reserve the
right to discharge this agreement in whole or in part
if the person selected shall be unable to carry out the
duties of the office. The Government shall not be
bound to employ the person selected if the agreement
has not been concluded.

Plus
CO 533 / 377
LONDON

Payments in
England.

17.—In the event of the person selected being entitled, on the expiration of this agreement to any payment in England, before payment can be made it will be necessary for him to produce to the Crown Agents for the Colonies a certificate from the Government of the amount due.

Power of
Crown Agents.

17 18.—When the person selected is not in the Colony the Crown Agents for the Colonies, when duly authorised 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, and to bring any bill, order, rule or bye-law before the Government for and on behalf of the Government.

Leave.

17 19.—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 10 of this Schedule, shall ordinarily be granted so far as the exigencies of the public service permit, leave under the following regulations for Kenya European Constables engaged in England.

LEAVE REGULATIONS FOR KENYA EUROPEAN CONSTABLES ENGAGED ON AGREEMENT IN ENGLAND.

I.—Subject to the necessities of the service, constables may, after a tour of residential service, be granted vacation leave with full pay for the time necessarily taken on the journey to England, plus 3* days for each completed calendar month of residential service; and if especially detained by the Government on public grounds after the completion of a tour of 30 months' service they may be granted vacation leave for 3* days more with full pay in respect of each completed calendar month that they may have been detained.

In the case of constables who are returning to East Africa for further service, there may be added to their vacation leave a further period of leave with full pay, known as "return leave," for 3* days for each completed calendar month of residential service, plus the time necessarily taken on the journey from England. Constables to whom return leave is granted will be required to sign an agreement to the effect that in the event of their failing to return to East Africa for further service they will, if called upon to do so, refund the amount of any pay drawn in respect of such leave, and that in the event of their returning to East Africa for further service but determining the engagement with the approval of the Commissioner or being discharged under Clause 12 (a), (c) or (f) of the foregoing Schedule before the completion of a further tour of service, they will, if called upon to do so, refund the amount of any pay drawn in respect of such leave or such part of that pay as the Government may direct, together with the cost of their return passage from England or such part thereof as the Government may direct.

II.—Constables invalided before completing a tour of service of 20 months may be granted sick leave, with full pay, for the time necessarily taken on the journey to England, plus 3* days in respect of each completed calendar month of residential service.

In addition to the sick leave which may be granted under the foregoing regulation, if there is reason to believe that a constable will ultimately be fit to return to East Africa for duty, and if the Government desires to retain his services for a further tour, he may be granted "return sick leave" with full pay for 3* days more (making 6* days in all) in respect of each completed calendar month of residential service, plus the time necessarily taken on the journey from England, subject to the same conditions with regard to repayment as return leave.

III.—No extension of vacation leave will be granted in the ordinary course, but in exceptional circumstances, such as continued ill-health, constables who are not returning may be granted an extension of leave at the discretion of the Secretary of State for a period not exceeding six calendar months, with such salary as the Secretary of State may direct.

IV.—Return leave or return sick leave may be extended with full pay, on the ground of ill-health for any period not exceeding six calendar months, and if necessary for a further period of six months with half salary or it may be extended with full pay if the constable is detained in England by the Secretary of State on public grounds.

V.—Any extension of leave, however short, which may be granted on any other grounds than those mentioned above, will be without pay unless for special reasons the Secretary of State authorises full pay or half pay.

VI.—For the purpose of reckoning the amount of leave due to a Constable, residential service is taken to begin on the day on which he arrives at Mombasa and to end on the day preceding that on which he leaves Mombasa.

—3 in respect of service at certain stations.
—6 in respect of service in certain stations.



44

GOVERNMENT HOUSE,
NAIROBI,
KENYA

KENYA

No. 2

25th July, 1928.

Sir,

With reference to Kenya despatch No. 55 of the 28th January last, enclosing for your approval Forms of Agreement to be used in connection with the future enlistments of European Police Constables, I have the honour to invite your attention to the copy of a letter from the Commissioner of Police enclosed with the despatch under reference, from which it will be observed that Mr. Spicer was of opinion that the minimum age of recruitment for local appointments should be 21 years as opposed to 25 years in respect of candidates obtained in England.

2. A case has now arisen in which the Commissioner of Police has found it desirable to enlist locally as a European Police Constable, Mr. Francis Carlton Holmes, who is 17 years and 8 months of age.

Mr. Spicer states that European Police Constable Holmes, who is particularly well built for his age, is a desirable recruit with the additional advantages of speaking both the Swahili and Kikuyu languages fluently.

3.

THE RIGHT HONOURABLE

LIEUTENANT COLONEL

L.C.M.S. AMERY, P.C., M.P.,

SECRETARY OF STATE FOR THE COLONIES,

DOWNING STREET, LONDON, S.W.

And 747. 16 Dec 1928

3. I concur in Mr. Spicer's recommendations that, as a special case, this enlistment should be permitted, but I have caused him to be informed that until your covering sanction is received the appointment of European Police Constable Holmes must be regarded as purely provisional on the grounds of age.

I have the honour to be,

Sir,

Your most obedient,

humble servant,

W. F. M. L. C.

GOVERNOR'S DEPUTY

3
70

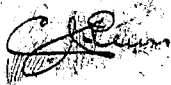
W/S.A. 17.

RECEIVED
16 MAY 1928
COL. OFFICE

Mr. Jefferies,
Colonial Office.

Lo. 2.

In reply to your minute of 3rd April
No. 15120/28, we concur in the opinion
expressed in the last paragraph thereof and
accordingly enclose a draft agreement and
memorandum for your consideration.



Dept.
Crown Agents.
15.5.28

Copy enclos 58 W. 7447-15 OCT 1928
and 22 Oct 28 (with copy incl. amended)

VLA 64

In accordance to Draft Constables to New
Office 26.9.78
Advance (Subject to Draft Constables
been) authorized)

COLONY AND PROTECTORATE OF KENYA.

NOTES FOR INFORMATION OF CANDIDATES FOR ENLISTMENT
AS EUROPEAN POLICE CONSTABLES.

AGE &
HEIGHT.

The person selected must not ^{at the time of engagement} be under 23 nor over 30 years of age, nor under 5'8" in height nor under 36" in chest measurement.

MARRIAGE

He must be unmarried, and shall not marry unless permission is first obtained from the Commissioner. (Such permission is not usually granted to European Constables.)

INSTRUCTION.

He must be prepared, should the Crown Agents/deem ^{for the Colony} it necessary, with the concurrence of the Kenya Government to undergo a ^{of instruction} course at the Royal Ulster Constabulary Depot, Newtownards, for a period of not less than 3 months, during which period, he will ^{on allowance at the rate} receive a salary of £150 per annum from which amount a deduction will be made of 2/6^d per diem for messing, and he will receive a free issue of uniform.

The possession of a satisfactory certificate on completion of the course from the Officer in Charge ~~shall~~ ^{will} be a condition precedent to the final engagement of the candidate.

COURSE OF
TRAINING.

Constables may be required to undergo a course of training at the Depot in the Colony either on joining or at any time during their term of service.

OUTFIT.

Constables on first enlistment will be provided with the following outfit which will be issued to them in the Colony:

1/2 Tunics

- 2 Tunics
- 2 pairs shorts
- 1 pair riding breeches
- 1 ⁶Helmet (supplied in England)
- 2 pairs puttees
- 2 blankets
- 1 ⁶Greatcoat

and at the end of each year's service they will be granted an allowance of £10 per annum for upkeep of ^uniform.

In the event of the Constable being discharged within 12 months of his enlistment he will be required to return the articles issued to him by the Government.

Each Constable is required to supply himself and keep himself supplied with two pairs of brown laced shooting boots. It is desirable that these boots should be purchased in England.

A horse or mule (if required for duty) ^{and} forage, arms and service equipment will be supplied free.

PROMOTION.

Promotion can be obtained to the following ranks provided the Constable has passed the necessary examinations and is considered suitable by the Commissioner:-

Assistant Inspector £300 by £18 to £372 per annum.

Inspector £372 by £18 to £480 " "

Chief Inspector £480 by £20 to £540 " "

Non-commissioned officers of outstanding merit and efficiency are eligible for promotion to the Commissioned Ranks if the Secretary of State for the

/Colonies

Colonies on the recommendation of His Excellency the Governor ^{of the Colony} ~~also~~ ^{approves}.

REMITTANCES.

It should be clearly understood that the initial salary of a Constable on joining the Force is insufficient to permit of his making a regular home remittance, unless he has other means.

EXAMINATIONS.

1 Language and promotional ^{Examinations} are held from time to time.

CONDITIONS OF LIFE, ETC.

A Constable on arrival at ^{Mombasa} Kilindini ^{is met} by the Government Coast Agent, ^{with} and given a 2nd class Railway ticket for himself ^{and for his baggage up to 560 lbs.} to proceed by the first train to Nairobi at which the Police Headquarters is situated. He has one night in the train and it is essential that he ^{should have} ~~has~~ in his possession ^{and readily accessible} at least two good rugs or blankets. ^{The railway ticket costs transport for baggage up to 560 lbs.}

On completion of the Constable's attestation, he is posted to the local Police Station, where he is given every opportunity of making himself acquainted with the Laws of the Colony, and in his spare time it is essential that he make himself conversant with the language Kiswahili.

^{While} While stationed in Nairobi the Constable is provided with quarters and the necessary furniture.

~~Also~~ He becomes a member of the mess, in which he ^{a month} partakes of his meals at a cost of about £6 to £7 ^{per month}.

The Force has a Sports Club, ^{Constables are} and ~~he is~~ given time to take part in all branches of sport at a monthly subscription of ~~Shs. 2/-~~ ^{3/-}.

/The

The Colony is divided into police districts with a Senior Police Officer in charge with a number of outstations which are officered by an Inspector or Constable.

Each outstation has a detachment of native police for whom the outstation officer is responsible. The majority of Police Stations are situated in the most healthy parts of the Colony.

CAMP EQUIPMENT AND EXPENSES OF TRAVELLING.

All camp equipment and means of travelling ^{in the Colony} are supplied free.

Medical attention

In case of illness ~~British in the Colony~~ Constables, like other European officials, receive free medical attention ~~when~~ whilst in the Colony. Not met in this country.

Colonial office.
1928.

COLONY AND PROTECTORATE OF KENYA.

EUROPEAN POLICE CONSTABLE AGREEMENT.

M/ _____
 Agreement made this _____ day of _____
 One Thousand Nine Hundred and _____
 Between the Crown Agents for the Colonies,
 acting for and on behalf of the Government of the Colony and Protectorate of Kenya (hereinafter
 called "the Government") of the one part and _____

in the County of _____ of the other part (hereinafter called "the
 person selected")

1. The person selected agrees ^{that he will so do} to be a Constable in the Kenya Colony and Protectorate (hereinafter
 called "the Colony") ~~and to be employed by the Crown Agents for the Colonies and to undertake that~~
~~he will, on behalf of the Government, procure the Headquarters of the Kenya Police or other~~
~~place which may be directed by the Government to perform duty assigned to him and will accept the duties of~~
~~Constable in the Kenya Police or other place as directed and he shall be attested as a~~
 Constable in the Kenya Police in accordance with any Proclamation Ordinance or Regulations now in
 force or which may from time to time be promulgated providing for the discipline and organization of
 that Force and will act in all respects according to the instructions or directions given to him by the
 Government through the Commissioner of Police or other duly authorized officers. In this Agreement
 the term "Commissioner of Police" shall mean the person for the time being acting as Commissioner
 of Police.

2. x.

and forty six (£246) provided that if the

3. The salary of the office is at the rate of two hundred pounds (£200) per annum and on promotion
 to the rank of Police Constable £245 and £250 per annum respectively.
 The person engaged passes the necessary examinations and satisfies the
 Commissioner of Police of his efficiency, he may be granted annual incre-
 ments of eighteen pounds (£18) until his salary amounts to three hundred
 pounds (£300) per annum.

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. x. — 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 Witness

{ Signature _____
 Address _____
 Occupation _____

SCHEDULE.

Marriage 1. The person selected must be unmarried, and shall not marry unless permission is first obtained from the Commissioner. Before permission can be granted it will generally be necessary that the person selected shall have completed two years' service in the Force and been promoted to the 2nd grade. If the person selected shall marry without such consent he may be required to relinquish his employment and all rights and advantages reserved to him by this agreement shall cease, and he shall be liable to repay to the Government or to the Crown Agents for the Colonies on demand the amount paid for his passage to the Colony including railway fare to the port of embarkation.

Term of engagement 2. (1) The engagement of the person selected is for a term of not less than twenty nor more than thirty months continuous residential service beginning from the date of disembarkation at the port of arrival but the engagement may be extended as provided for in Clause 3 (b).

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

(3) The person selected may, notwithstanding the completion of his term 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, provided that the term of service and each extended service shall not together exceed thirty-six months, and the provisions of this agreement shall apply to such extended period accordingly.

Hours of employment 3. (1) At some time, not more than three months and not less than one month, before the completion of a full term of thirty months' service, or if the Commissioner shall by an order in writing, upon the expiration of thirty months for the completion of the term, then as soon as possible after receipt of the notice fixing such earlier period, the person selected shall give notice in writing to the Government of the manner in which he desires to remain in its employment. The Government shall decide whether it will offer him employment in which case it shall be open to the Commissioner to recommend his admission to the Government and pensionable establishment, or he may be re-engaged on such terms and for such period as may be mutually agreed.

Hours 4. (1) The person selected shall include the usual duties of the office for which he is engaged, and any other duties which the Government may call upon him to perform. The person selected shall not, without the consent of the Commissioner, engage himself in any manner as the Government, through its duly authorised officers and agents, and shall not, either directly or indirectly, engage or be concerned in any other service or business, whether for or against the Government, or in any way, and shall devote the whole of his time and attention to the service of the Government, and 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 prescribed in the Public Instructions and to the Public Regulations in so far as the same are applicable.

Salary 5. On first engagement full salary will be paid from the date of leaving, and full salary will begin from the date of disembarkation at the port of arrival.

Quarters 6. Government quarters, or other suitable quarters, or other suitable arrangements, will be provided when such quarters are available. When such quarters are not available the person selected will be provided with a house, or other suitable accommodation, which will be granted at an allowance in accordance with the regulations of the Government.

Traveling expenses 7. The person selected, either shall be provided with a ticket for the port of embarkation, or shall be provided with a ticket for the port of arrival, and the cost of such ticket shall be paid by the Government.

Passage 8. Passage to the Colony, and the cost of passage, and the cost of conveyance by railway, steamer, or other transport between the port of disembarkation and the station of the person selected in the Colony, and conveyance by railway on the continent of Europe, where necessary.

(2) The Government shall provide the person selected with a free passage to the Colony, and shall provide him with a free passage back to England, and the following rates of fares on the Continent.

(3) On the completion of a term of service to the satisfaction of the Government.

(4) In the event of the person selected being discharged, or being allowed to resign, or being transferred to another station, the Government shall provide him with a free passage to the port of disembarkation, and the cost of such passage shall be paid by the Government.

(5) The person selected shall be provided with a ticket for the port of arrival, and the cost of such ticket shall be paid by the Government.

(b) If the person selected is invalided home before the completion of a term of service, as provided in Clause 10 (b) of this Schedule;

(c) (c) On the determination of the engagement by the Government as provided in Clause 10 (b) and (d) of this Schedule.

(3) The Government shall provide the person selected with railway fare (third class) to the port of embarkation on first engagement.

9.—(1) The person selected will on first enlistment be provided with the following outfit which will be issued to him in the Colony.

- 2 Tunics
- 2 pairs Breeches
- 1 Helmet
- 2 pairs Puttees
- 2 Blankets

and after his first year of service he will be granted an allowance of £10 per annum for upkeep of uniform.

(2) In the event of the person selected being discharged within six months of his enlistment he will be required to return the articles issued to him by the Government.

(3) The person selected will be required to supply himself and keep himself supplied with two pairs of brown leased shooting boots.

10. (a) If the person selected shall be compelled by reason of ill-health (not caused by his own misconduct) to relinquish his employment, or if at any time it shall be certified by a Government Medical Officer that the person selected is by reason of ill-health (not caused by his own misconduct, incapable of physical grounds of rendering further efficient service in the Colony, then the person selected must relinquish his employment, and (in either case) the Government shall pay him salary up to, but not including the date of his departure from the Colony and furnish him with a free passage to England, provided that he claims and avails himself of such return passage by the first available steamer by which in the opinion of the Government he could have travelled.

Involving an account of incapacity produced by ill health.

(b) If the person selected shall at any time be dismissed from or leave the Force prior to the expiration of the term of his engagement all rights and advantages reserved to him by this agreement shall cease, and he shall be liable to repay to the Government or to the Crown Agents for the Colonies on demand the amount paid for his passage to the Colony, including railway fare to the port of embarkation.

Dismissed and Resignation.

11. (a) The person selected may be discharged at any time.

Discharge.

- (a) If he fails to present himself for attestation.
- (b) When pronounced by a Medical Officer designated by the Government to examine him to be mentally or physically unfit for further service.
- (c) When sentenced to be dismissed from the Force for misconduct.
- (d) If the Commissioner shall consider that he is unlikely to become an efficient Constable.
- (e) On reduction of establishment.
- (f) On purchase of discharge if approved by the Commissioner at the following rates:
 - £75 00 00 during the first year of service.
 - £20 00 00 during the second year of service.
 - £25 00 00 during the third year of service.

and unless the Constable has completed his term of service, on refunding the whole or such portion of the cost incurred by the Government in bringing the Constable to the Colony as the Commissioner shall determine.

12. The person selected is not at liberty to resign his office without the leave of the Commissioner.

13. If the person selected shall absent himself from duty through ill-health he shall produce a medical certificate to that effect signed by a medical officer designated by the Government for that purpose, and if his sickness should be caused through his own impropriety of conduct he may be called upon to forfeit his salary for the number of days he shall be absent from duty. If he shall absent himself from his duty from any cause whatsoever without leave he shall render himself liable to such disciplinary action as is provided for in any Proclamation, Ordinance or Regulation in force at the time of such absence.

Absence from duty.

14. The person selected will be required to contribute under the West 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.

Contribution under Widows and Orphans Pension Scheme.

15. The person selected may be required to undergo a course of training at the Depot in the Colony either on joining or at any time during his term of service.

Training.

¹ The Helms is supplied in England.

The person selected shall not be at liberty to resign from the Force unless and until the consent of the Commissioner be obtained, having consent first obtained only if he resigns without such consent.

Payment in
England.

17. In the event of the person selected being entitled, on the expiration of this agreement to any payment in England, before payment can be made it will be necessary for him to produce to the Crown Agents for the Colonies a certificate from the Government of the amount due.

Power of
Crown Agents

18. When the person selected is not in the Colony the Crown Agents for the Colonies, when duly authorised 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.

Leave.

19. 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 10 of this Schedule, will ordinarily be granted so far as the exigencies of the public service permit, leave under the following regulations for Kenya European Constables engaged in England.

LEAVE REGULATIONS FOR KENYA EUROPEAN CONSTABLES ENGAGED ON AGREEMENT IN ENGLAND.

I. Subject to the necessities of the service, constables may, after a tour of residential service, be granted vacation leave with full pay for the time necessarily taken on the journey to England, plus 3* days for each completed calendar month of residential service, and if especially detained by the Government on public grounds after the completion of a tour of 30 months' service they may be granted vacation leave for 3* days more with full pay in respect of each completed calendar month that they may have been detained.

In the case of constables who are returning to East Africa for further service, there may be added to their vacation leave a further period of leave with full pay, known as "return leave," for 3* days for each completed calendar month of residential service, plus the time necessarily taken on the journey from England. Constables to whom return leave is granted will be required to sign an agreement to the effect that in the event of their having to return to East Africa for further service they will, if called upon to do so, refund the amount of any pay drawn in respect of such leave, and that in the event of their returning to East Africa for further service but terminating the engagement with the Government on the ground of being discharged under Clause 12 (a), (c) or (f) of the foregoing Schedule before the completion of a further tour of service, they will, if called upon to do so, refund the amount of any pay drawn in respect of such leave or such part of that pay as the Government may direct, together with the cost of their return passage from England or such part thereof as the Government may direct.

II. Constables available before completing a tour of service of 20 months may be granted sick leave with full pay for the time necessarily taken on the journey to England, plus 3* days in respect of each completed calendar month of residential service.

In addition to the sick leave which may be granted under the foregoing regulation, if there is reason to believe that a constable will ultimately be fit to return to East Africa for duty, and if the Government desire to retain his services for a further tour, he may be granted "return sick leave" with full pay for 10 days more (making 13* days in all) in respect of each completed calendar month of residential service plus the time necessarily taken on the journey from England, subject to the same conditions with regard to repayment as return leave.

III. No extension of vacation leave will be granted in the ordinary course, but an exceptional extension, such as might be granted in health, to constables who are not returning may be granted an extension of leave at the discretion of the Secretary of State for a period not exceeding six calendar months, with such salary as the Secretary of State may direct.

IV. Return leave or return sick leave may be extended with full pay, on the ground of ill-health, for any period not exceeding six calendar months, and if necessary for a further period of six months with half salary, or it may be extended with full pay if the constable is detained in England by the Secretary of State on public grounds.

V. Any extension of leave, however short, which may be granted on any other grounds than those mentioned above, will be without pay unless for special reasons the Secretary of State authorises full pay or half pay.

VI. For the purpose of reckoning the amount of leave due to a Constable residential service is taken to begin on the day on which he arrives at Mombasa and to end on the day preceding that on which he leaves Mombasa.

* 2 1/2 in respect of service at certain stations
* 3 1/2 in respect of service in certain stations

Ans'd
no 3

2

C. D.
R 31 MAR
D. Verf.

- Mr. Seal 29 3.28
- Mr. Jeffries 24 3. (see minute)
- Mr. Wireman 30/p
- Mr. Holmanley
- Mr. E. J. Harding
- Sir J. Shuckburgh
- Sir G. Grindis
- Sir O. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Lord Lepat
- Mr. Asbery

THE CROWN AGENTS
FOR THE COLONIES.
(M. Department).

DRAFT MINUTE.

(7586/24)

With reference to correspondence ending with your letter M/S.A.17. of the 16th February, 1924, I am enclosing a duplicate of a despatch which we have received from Kenya, submitting draft revised forms of agreement for the engagement of European Police Constables, (old) in the Colony and in this country.

A note has been prepared on certain points in connection with the draft agreement for Constables engaged by the Crown Agents, and a copy of this is enclosed. Before going further, however, we think it desirable to know whether you have any observations to offer either upon the terms of the draft

agreement

From Gov. Kenya, No. 55: 28 Jan.
(with all encl.)
note (d h)

agreement or on the enclosed note. We should
be glad if you could let us know whether you
have any such observations or any other
suggestions as to the reply which should be
returned to the Government.

We are ourselves inclined
to think that it would
~~be possible to have a~~
fresh ~~agreement~~ based on
the Standard Class B
agreement with only the
(necessary) modifications.

It is ~~now~~ applicable to
constables, and to
incorporate all matter relating
to general conditions of
service which is not a
necessary part of the agreement
in a separate ^{memo} leaflet of
information for candidates. If
you agree perhaps you could put
up for ~~consideration~~ here a draft agreement and ^{memo}

(Signed) C. J. JEFF
8 APR 1947

Draft
12 Dec 29.3.28
12 letters 29.3 advice
Mr. Wickham
has seen

21

NOTES ON SCHEDULES TO THE PROPOSED AGREEMENT FOR EUROPEAN
POLICE CONSTABLES ENGAGED BY
THE CROWN AGENTS FOR THE COLONIES.

Clause 1 (f):

Substitute:
For greater
clearness, the
words "at the
time of engagement
shall be inserted
after "before" and

[It seems unnecessary and inadvisable to provide a clause of this nature, since, in the case of any constable who passes the age of 50 years or whose chest measurement falls below 36", a breach of the agreement would automatically occur.]

Clauses 1, 3 & 4

As the course of instruction at Newtownards is a preliminary to final selection and engagement, it appears unnecessary to refer to this in the agreement itself, but if it is the Crown Agents' practice to enter into the agreement before a candidate takes a course, these provisions can be left in.

118 APR 1928

Clause 3:

X
Copy to C.A.

The reason for departure from the original form of Clause 3 is not indicated. Under the Police Ordinance constables may be admitted to the pensionable establishment ^{after two years' service} after two years' service. It is apparently intended to secure by the new clause that a constable's service shall be allowed to count for pension, but that he should be retained on temporary agreements throughout his service until he reaches the age of 50. [Thus, a constable with 8 years service might be discharged under Clause 12 (1) (a) (i) if he ceases, in the opinion of the Commissioner, to be an efficient constable, or under Clause 12 (1) (a) (ii) if at the time of discharge he has not completed 20 months of the particular tour he is then serving, and it is provided that in those cases discharge shall be without pension or gratuity.]

After 6 months
the following 1/6 is
substantiated by
a letter and diff.
OK

gratuity. This cannot, apparently, be reconciled with the provision under Clause 3 that continuous service shall be deemed to be permanent service for the purpose of pension rules.] In any case, the last sentence of Clause 3 is inappropriate, as an agreement of this kind is not the proper place in which to lay down what shall be deemed to be permanent service under the Pensions Ordinance. The original form of Clause 3 would appear to be preferable to this revised form.

and that it is probably ultra vires as the Ordinance says that service on agreement cannot count for pension until when followed by ~~some~~ confirmed service.

Clause 8(1): "in the agreement" should be "in this agreement".

Clause 8(2): There would appear to be no provision for the grant of a passage in the event of discharge for inefficiency or on reduction of establishment, as in the earlier agreements. It is not clear why this provision has been omitted, and it would appear that it should be retained.

Clause 12 (1): The reference to "Any European constable" is inappropriate in an agreement which would be made with particular individuals.

(As already pointed out, Clauses 12 (1)(a)(i) is not consistent with the provision in Clause 3 that continuous service should be deemed to be permanent for pension purposes.] In any case, however, it is not understood why it has been thought necessary to re-arrange the original Clause 12, since a constable serving under an agreement of this nature can have no pension rights whatever; on the other hand, a constable who has been admitted to the permanent staff ceases thereupon to be bound by the terms of this agreement, and his case is governed entirely by the relevant Ordinance.

Prof. this v. Subba

It is not considered that any objection need be taken to the raising of the rates of purchase of discharge, which

which are explained in paragraph 5 of the Acting
Commissioner's letter of the 29th December.

Clause 13: This clause appears to be unnecessary in view of
the last sentence of Clause 4, of which it is to all
intents and purposes a repetition.

Clause 15: (Line 8): "Work" should apparently read "duty". [It
does not appear appropriate that a constable who absents
himself from duty, say, owing to unforeseen ill-health
or other emergency in his family, or merely because he
wishes to give up his employment, should be stigmatised
as having been dismissed for misconduct.]

? omit []
The clause is
permissible
only
Jp

KENYA.

No. 55



GOVERNMENT HOUSE,
NAIROBI,
KENYA.

28th January, 1928.

RECEIVED
27 FEB 1928
COL. OFFICE

Sir

*File
4 agreements
30168 8/2*

Fr. Ag. C. of P. No. 4
of 20.12.27 and
encl.

Form.

With reference to your despatch No. 970 of the 22nd November, I have the honour to transmit for your consideration a copy of a letter received from the Acting Commissioner of Police, together with a Form of Agreement which it is proposed to adopt in respect of locally engaged European Police Constables.

2. I also enclose a form which has been prepared locally and which it is considered is suitable for use by the Crown Agents for the engagement of Constables from overseas.

3. As a Police Bill to amend Chapter 36 of the Revised Laws of Kenya is shortly coming under consideration, I shall be glad to receive your early observations so that any necessary amendments can be incorporated in the new measure.

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

G. GOVERNOR

THE RIGHT HONOURABLE

LIEUTENANT COLONEL

L.C.M.S. AMERY, P.C., M.P.,

SECRETARY OF STATE FOR THE COLONIES,

DOWLING STREET, LONDON, S.W.

*Recd 2/1/28 16.01.1928
COPY TO C.A. 18 APR 1928*

Office of the Commissioner,

P. O. Box No. 83,

Nairobi,

29th December 1927

No. P. 69/39/22.

The Hon'ble
The Colonial Secretary,
Nairobi.

CONDITIONS OF SERVICE ON RECRUITMENT
MURCHAM CONSTABLES - KENYA POLICE
LOCAL AGENTS
Your B/A. 231/24/27 of 17.4.27
Further to No. 49/23/28
dated 8.12.27.

Attached please find the Agreement for locally engaged men for forwarding to the Secretary of State for the Colonies.

2. The Agreement has been submitted to the Hon'ble the Attorney General and passed by him.

3. It will be noted that I have allowed as the minimum age for local men as 21 years of age, whereas the minimum age for those enlisted by local Crown Agents is 25 years.

4. My reasons are that a youth of 21 years of age resident in the Colony is at least 8 years in advance of a man from home.

5. Also I have made no alteration in the amounts for "discharge by purchase". It is hoped that the high cost for "purchase on discharge" will act as a deterrent to those who may wish to join the Forces as a convenience to themselves only, and then purchase their discharge in the event of more favourable employment coming to their notice.

6. The Agreement sent to you under my No. P. 69/39/22 dated 8.12.27, was not specially asked for by the Colonial Office, but I desire that it be submitted, as a revised Agreement is now essential.

J.F. McLeary, *Secretary*

ACTING COMMISSIONER OF POLICE.

42

COLONY AND PROTECTORATE OF KENYA
AGREEMENT - EUROPEAN POLICE CONSTABLE
LOCALLY ENGAGED

AGREEMENT made this _____ day of _____ 19____
between the Commissioner - Kenya Police acting for and on
behalf of the Governor of the Colony and Protectorate of
Kenya acting on behalf of the Government of the Colony and
Protectorate of Kenya (hereinafter called "the Government")
and

(hereinafter called "the person engaged").

1. The person engaged agrees that he will in the Colony
Protectorate of Kenya (hereinafter referred to as
"the Colony") diligently and faithfully perform the duties
of a European Constable in the Kenya Police, and that he
will be attested as a Constable in the Kenya Police, in
accordance with any Proclamation, Ordinance or Regulations
now in force or which may from time to time be promulgated
providing for the discipline and organization of that Force,
and will act in all respects according to the instructions
or directions given to him by the Government through the
Commissioner of Police or other duly authorised officers.
In this Agreement the term "Commissioner of Police" shall
mean the person for the time being acting as Commissioner
of Police.

2. The salary of the office is at the rate of £246 p.a.
(Two hundred and forty-six) per annum, provided that if the
person engaged passes the necessary examinations and
satisfies the Commissioner of his efficiency he may be
granted annual increments of £18 until his salary amounts
to £300 per annum.

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 Commissioner - Kenya Police 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

The Commissioner, Kenya Police, on behalf
of the Governor of the Colony and Protectorate
of Kenya in the presence of

Name

Address

Occupation

Signed by

in the presence of

Name

Address

Occupation

13

SCHEDULE

1. Age
Height

(I) The person engaged must not be under 21 or over 30 years of age, nor under 5' 8" in height nor under 36" in chest measurement.

Marriage

(II) He must be unmarried and shall not marry unless permission is first obtained from the Commissioner (Such permission is not usually granted to European Constables).

Course of Training

(III) Constables may be required to undergo a course of training at the Depot in the Colony either on joining or at any time during their term of service.

2. Term of Engagement

(1) The engagement of the person engaged is for a tour of not less than twenty nor more than thirty months' continuous residential service commencing from the day of 15 but the engagement may be extended as provided for in Clause 2 (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 Commissioner, or if no such period shall be so fixed, upon the expiration of the maximum period of thirty 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; provided that the tour of service and such extended service shall not together exceed thirty-six months; and the provisions of this Agreement shall apply to such extended period accordingly.

3. Re-engagement and Pension

If of good character on completion of this engagement or within six months of completing the same, the person engaged may if he desires it and if the Government desires to retain his services be re-engaged for further service by periods of thirty months until he attains the age of fifty years. Continuous service shall be deemed to be permanent service for the purpose of the Pension Rules laid down from time to time for European Officials in the service of the Colony.

add the pension of 3

3. Duties

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 authorised 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 Government, and shall conform to the General or Standing Orders of the Government and to the regulations prescribed in the Police Ordinances and to the Colonial Regulations in so far as the same are applicable.

5. Salary: Full salary will begin from the date of attestation in the Kenya Police.

6. Quarters: (a) Quarters free of rent (but not of rates or other similar outgoings) will be provided if available. When such quarters are not available the Constable will be provided with a tent or other temporary shelter. *attend*
(b) A horse or mule (if required for duty) forage, arms and service equipment will be supplied free. *free*

7. Travelling Allowance: When travelling on duty away from his station, the person engaged either shall be provided with transport, or shall be paid travelling expenses according to the scales laid down for transport and travelling expenses respectively. ✓

8. Outfit: (i) The person engaged will on first enlistment be provided with the following outfit:-

- 2 Tunics
- 2 pairs shorts
- 1 pair riding breeches
- 1 Helmet
- 2 pairs puttees
- 2 Blanks
- 1 Greatcoat

attention & addition

and at the end of each year in service he will be granted an allowance of £10 per annum for upkeep of Uniform.

(ii) In the event of the person engaged to be discharged within 12 months of his enlistment he will be required to return the articles issued to him by the Government. *X. Sec. 11*

(iii) Each Constable is required to supply himself and keep himself supplied with two pairs of brown laced shooting boots. ✓

9. Designation and Dismissal: The person engaged shall not be at liberty to resign his office, unless and until the consent of the Commissioner be obtained. *10/13*

If such person resigns without such consent being first obtained, or is dismissed from his office prior to the expiration of the term of his engagement all rights and advantages reserved to him by this Agreement shall cease. *10/13*

The person engaged may be discharged at any time:-

- (A) When pronounced mentally or physically unfit for further service by a Medical Officer designated by the Government to examine him.
- (b) If the Commissioner shall consider that he is unlikely to become an efficient Constable.
- (c) On reduction of Establishment.
- (d) On purchasing of discharge if approved by the Commissioner at the following rates:-

£75	during	the	first	year	of	tour
£50	"	"	second	"	"	"
£35	"	"	third	"	"	"

11. Discipline

Shall be in accordance with the provisions of any Ordinance constituting or regulating the Police Force and any regulation that may be made under any such Ordinance.

12. Leave

While leave of absence is not a legal right included in this contract, the person engaged, after a tour of service, or if invalided before completing the tour, or if, when he is in the Colony, his engagement is terminated by reason of ill-health, not caused by his own misconduct, will ordinarily be granted, so far as the exigencies of the public service permit, leave under the regulations for the time being in force for European Officers serving on agreement in the Colony so far as the same may be applicable.

no. 19
allow

13. Absence from duty

If the person engaged shall absent himself from duty through ill-health he shall produce a Medical Certificate to that effect signed by a Medical Officer designated by the Government for the purpose and if his sickness should be caused through his own impropriety of conduct he shall forfeit his salary for the number of days he shall be absent from duty. If he shall absent himself from his work from any cause whatever without leave or without such Medical Certificate he shall forfeit his salary for the number of days he shall be absent from duty, and shall render himself liable to such disciplinary action as is provided for in any proclamation, ordinance, or regulations in force at the time of such absence, and it shall be lawful for the Government to dismiss him forthwith as for misconduct.

allow
no. 19

14. Payment in England

In the event of the person engaged being entitled, on the expiration of this Agreement, to any payment in England, before payment can be made it shall be necessary for him to produce to the Crown Agents for the Colonies a certificate from the Government of the amount due.

no. 19

15. Powers of Crown Agents

When the person engaged is not in the Colony, the Crown Agents for the Colonies, when duly authorised by the Government of Kenya or by the Secretary of State for the Colonies shall be competent to exercise any of the powers of the Government of Kenya under this Agreement and bring any action or suit on this Agreement for and on behalf of the Government of Kenya.

no. 18
allow

16. Contributions under Widows & Orphans Pension Scheme

The person engaged will be required to contribute under the East African Widows and Orphans Pension Ordinance or any Ordinance amending or replacing the same and the contributions may be recovered by deductions from his salary.

allow
(no. 19)

17. General

Notwithstanding anything aforesaid the person engaged will be subject to any regulations which may hereafter be introduced by or with the sanction of the Secretary of State.

no. 19

46

NOTES FOR INFORMATION OF CANDIDATE

1. Promotion

Promotion can be obtained to the following ranks provided the candidate has passed the necessary examinations and is considered suitable by the Commissioner:-

Assistant Inspector	£360 by £18 to £372 per annum
Inspector	£372 by £18 to £480 " "
Chief Inspector	£480 by £20 to £540 " "

Non-Commissioned Officers of outstanding merit and efficiency are eligible for promotion to the Commissioned Ranks if the Secretary of State for the Colonies on the recommendation of His Excellency the Governor sees fit.

2. Examinations

Language and promotional Examinations are held from time to time.

3. Conditions of life etc.

On completion of the candidate's attestation, he is posted to the local Police Station where he is given every opportunity of making himself acquainted with the laws of the Colony, and in his spare time it is essential that he makes himself conversant with the language Kisumuili.

While stationed in Nairobi the candidate is provided with quarters and the necessary furniture. Also he becomes a member of the Mess in which he partakes of his meals at a cost of about £2 to £7 p. The Force has a Sports Club, and he is given time to take part in all branches of sport at a monthly subscription of Shs.2/-.

The Colony is divided into police districts with a Senior Police Officer in charge with a number of outstations which are officered by an Inspector or Constable.

Each outstation has a detachment of native police for whom the outstation officer is responsible. The majority of Police Stations are situated in the most healthy parts of the Colony.

4. Camp Equipment & expenses of travelling

All camp equipment and means of travelling are supplied free.

Jan 27

Proposed
new home
agreement

COLONY AND PROTECTORATE OF KENYA
AGREEMENT - EUROPEAN POLICE CONSTABLE

W/ _____

AGREEMENT made this _____ day of _____ one thousand nine hundred and _____

Between the Crown Agents for the Colonies, London, acting for and on behalf of the Government of the Colony and Protectorate of Kenya (hereinafter called "the Government" of the one part and _____ of the other part (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, on arrival in the Colony, proceed to the Headquarters of the Kenya Police, or to such other place, as he may be directed by the Government or by any duly authorised Officer and will report himself at the Headquarters or such other place as aforesaid in order that he may be attested as a Constable in the Kenya Police, in accordance with any Proclamation, Ordinance or Regulations now in force or which may from time to time, be promulgated providing for the discipline and organization of that Force, and will act in all respects according to the instructions or directions given to him by the Government through the Commissioner of Police or other duly authorised Officers. In this Agreement the term "Commissioner of Police" shall mean the person for the time being acting as Commissioner of Police.

2. The salary of the office is at the rate of £240 (Two hundred and forty six) per annum, provided that the person engaged passes the necessary examinations and satisfies the Commissioner of his efficiency he may, granted annual increments of £15 until his salary reaches £300 per annum.

3. This Agreement is subject to the conditions set out 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 (we say and seal) this _____ day of _____ 19____

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

OF WITNESSES)
(Signed by)
(in the presence of)
(Signature)
(Address)
(Occupation)

COPIES

SCHEDULE

1. Age Height (I) The person engaged must not be under 20 or over 30 years of age, nor under 5' 6" in height nor under 56" in chest measurement.
- Marriage (II) He must be unmarried, and shall not marry unless permission is first obtained from the Commissioner. (Such permission is ~~not usually granted to European Constables~~).
- Instruction (III) He must be ~~engaged~~, should the Crown Agents deem it necessary, with the concurrence of the Kenya Government to undergo a Course at the Royal Wiltshire Constabulary Depot, Newtonards, for a period of not less than 3 months, during which period, he will receive a salary of £150 per annum from which amount a deduction will be made of 2/6 per diem for messing, and he will receive a free issue of Uniform.
- (IV) The possession of a satisfactory Certificate on completion of the Course from the Officer in Charge, shall be a condition precedent to the final engagement of the candidate.
- Course of Training (V) Constables may be required to undergo a course of training at the Depot in the Colony either on joining or at any time during their term of service.
2. Term of Engagement (1) The engagement of the person engaged is for a tour of not less than twenty nor more than thirty months continuous residential service beginning from the date of disembarkation at the port on arrival, but the engagement may be extended as provided for in clause 2 (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 Commissioner, or, if no such period shall be fixed, upon the expiration of the maximum period of thirty 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; provided that the tour of service and such extended service shall not together exceed thirty-six months; and the provisions of this Agreement shall apply to such extended period accordingly.
3. Re-engagement and Pension If of good character on completion of this engagement or within six months of completing the same, the person engaged may if he desires it and if the Government desires to retain his services be re-engaged for further service by periods of thirty months until he attains the age of fifty years. Continuous service shall be deemed to be permanent service for the purpose of the Pension Rules laid down from time to time for European Officials in the service of the Colony.

CO 532/877

4. Duties

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 prescribed in the Police Ordinances and to the Colonial Regulations in so far as the same are applicable.

5. Salary

*On first engagement half salary will be paid from the date of leaving England. Full salary will begin from the date of disembarkation at the port of arrival.

6. Quarters (a)

Quarters free of rent (but not of rates or other similar outgoings) will be provided if available. When such quarters are not available the Government will be provided with a tent or other temporary shelter.

(b)

A horse or mule (if required for duty) forage, arms and service equipment will be supplied free.

7. Travelling Allowance

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

8. Passages (1)

"Passage" in the agreement means a second class passage and includes conveyance by railway, steamer 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.

(2) The Government shall provide the person engaged with a free passage to the Colony, and shall provide him with a free passage back to England in the following circumstances only:-

(a) On the completion of a tour of service to the satisfaction of Government.

In the event of the person travelling overland to and embarking at Marseilles on the outward voyage from England, half salary will be paid from the day previous to the date of departure from Marseilles of the steamer by which the person engaged travels.

*The Government endeavours to provide Officers with accommodation of the class by which they are privileged to travel; but it must be understood that if circumstances render it necessary for an officer to travel by a lower class no claim for compensation will be entertained.

CO 533 / 377

(b) If the person engaged shall be compelled by reason of ill-health (not caused by his own misconduct) to relinquish his employment, or if at any time it shall be certified by a Government Medical Officer that the person engaged is by reason of ill-health, not caused by his own misconduct, insensible from bodily or mental infirmity of rendering further efficient service in the Colony, then the person engaged must relinquish his employment as from such date as may be notified to him by the Government; and (in either case) the Government shall, (if the person engaged shall have been provided by the Government on engagement with a free passage to the Colony,) pay him his salary up to, but not including, the date of his departure from the Colony by the first steamer by which, in the opinion of Government, he could have embarked for the place from which he was brought on engagement at the expense of the Government, and shall furnish him with a free passage to the place of engagement, provided that he claims and avails himself of such passage by the first available steamer by which, in the opinion of the Government, he could have embarked.

(c) The Government shall provide the person engaged with railway fare (third class) to the port of embarkation on first engagement.

9. Outfit

(I)

The person engaged will on first enlistment be provided with the following outfit which will be issued to him in the Colony:-

- 2 Tunics
- 2 pairs shorts
- 1 pair riding breeches
- * 1 Helmet
- 2 pairs puttees
- 2 Blankets
- 1 Greatcoat

and at the end of each year's service he will be granted an allowance of £10 per annum for upkeep of uniform.

(II)

In the event of the person engaged being discharged within 12 months of his enlistment he will be required to return the articles issued to him by the Government.

(III)

Each Constable is required to supply himself and keep himself supplied with two pairs of laced shooting boots.

*The Helmet is supplied in England.

It is desirable that the boots be purchased in England.

PUB
 CO 533/37
 DON

10. Cancellation of Contract

Agreement
see clause 10

Should the person engaged fail to report himself for attestation at the earliest opportunity then the Government of Kenya may declare this Agreement to be cancelled but the person engaged will continue to be liable to pay to the Government of Kenya all expenses incurred for or on behalf of the Government under this contract to the same extent as if the contract had not been cancelled.

11. Resignation and Dismissal

The person engaged shall not be at liberty to resign his office, unless and until the consent of the Commissioner be obtained. If such person resigns without such consent being first obtained, or is dismissed from his office prior to the expiration of the term of his engagement all rights and advantages reserved to him by this Agreement shall cease, and he shall be liable to repay to the Government or to the Crown Agents for the Colonies, on demand, the amount paid for his passage to the Colony including railway fare to the port of embarkation and all other expenses incurred

12. Discharge of European constables

(a) Any European constable may be discharged by the Commissioner at any time:-

(i) without pension or gratuity:-

- (1) If the Commissioner shall consider that he is unlikely to become or has ceased to be an efficient constable;
- (ii) If he has not completed twenty month continuous residential service and is pronounced by a Government medical officer to be mentally or physically unfit for further service;

(iii) On purchase of his discharge, with the approval of the Commissioner at the following rates:-

- £75 during the first year of service;
- £50 during the second year of service;
- £35 during the third year of service;

Provided that if at the date of the purchase of discharge such European constable has not completed twenty month's continuous residential service he shall refund the whole or such portion of the cost (if any), as the Commissioner may determine, incurred by the Government in bringing him to the Colony;

(iv) If he has been sentenced to be dismissed from the Police Force for misconduct.

(b) With pension or gratuity according to length of service:-

- (i) If he has completed twenty month's continuous residential service and is pronounced by a Government medical officer to be mentally or physically unfit, not through his own misconduct, for further service;

(ii) On reduction of establishment.

10. Cancellation
of Contract

Agreement

Should the person engaged fail to report himself for attestation at the earliest opportunity then the Government of Kenya may declare this Agreement to be cancelled but the person engaged will continue to be liable to pay to the Government of Kenya all expenses incurred for or on behalf of the Government under this contract to the same extent as if the contract had not been cancelled.

11. Resignation
and
Dismissal

The person engaged shall not be at liberty to resign his office, unless and until the consent of the Commissioner be obtained.

If such person resigns without such consent being first obtained, or is dismissed from his office prior to the expiration of the term of his engagement all rights and advantages reserved to him by this Agreement shall cease, and he shall be liable to repay to the Government or to the Crown Agents for the Colonies, on demand, the amount paid for his passage to the Colony including railway fare to the port of embarkation and all other expenses incurred in respect of his engagement.

2. Discharge

The person engaged may be discharged at any time:-

- (a) When pronounced mentally or physically unfit for further service by a Medical Officer designated by the Government to examine him.
- (b) If the Commissioner shall consider that he is unlikely to become an efficient Constable.
- (c) On reduction of Establishment.
- (d) On purchasing of discharge if approved by the Commissioner at the following rates:-

£75	during	the	first	year	of	tour
£50	"	"	"	second	"	"
£35	"	"	"	third	"	"

and on refunding the whole or such portion of the cost incurred by the Government in bringing the Constable to the Colony as the Commissioner of Police shall determine.

13. Discipline

Shall be in accordance with the provisions of any Ordinance constituting or regulating the Police Force and any regulation that may be made under any such Ordinance.

14. Leave

While leave of absence is not a legal right included in this contract, the person engaged, after a tour of service, or if invalidated home before completing the tour, or if, when he is in the Colony, his engagement is terminated by reason of ill-health, not caused by his own misconduct, will ordinarily be granted, so far as the exigencies of the public service permit, leave under the regulations for the time being in force for European Officers serving on agreement in the Colony so far as the same may be applicable.

15. Absence from duty

If the person engaged shall absent himself from duty through ill-health he shall produce a Medical Certificate to that effect signed by a Medical Officer designated by the Government for the purpose, and if his sickness should be caused through his own impropriety of conduct he shall forfeit his salary for the number of days he shall be absent from duty. If he shall absent himself from his work from any cause whatever without leave or without such Medical Certificate he shall forfeit his salary for the number of days he shall be absent from duty, and shall render himself liable to such disciplinary action as is provided for in any proclamation, ordinance, or regulations in force at the time of such absence, (and it shall be lawful for the Government to dismiss him forthwith as for misconduct.)

16. Payment in England

In the event of the person engaged being entitled, on the expiration of this Agreement, to any payment in England, before payment can be made it shall be necessary for him to produce to the Crown Agents for the Colonies a certificate from the Government of the amount due.

17. Powers of Crown Agents

When the person engaged is not in the Colony, the Crown Agents for the Colonies, when duly authorised by the Government of Kenya or by the Secretary of State for the Colonies shall be competent to exercise any of the powers of the Government of Kenya under this Agreement (and bring any action or suit on this Agreement for and on behalf of the Government of Kenya.)

18. Contributions under Widows and Orphans Pension Scheme

The person engaged will be required to contribute under the East African Widows and Orphans Pension Ordinance or any Ordinance amending or replacing the same and the contributions may be recovered by deductions from his salary.

19. General

Notwithstanding anything aforesaid the person engaged will be subject to any regulations which may hereafter be introduced by or with the sanction of the Secretary of State.

NOTES FOR INFORMATION OF CANDIDATE

1. Promotion

Promotion can be obtained to the following ranks provided the candidate has passed the necessary examinations and is considered suitable by the Commissioner:-

Assistant Inspector	£395	by	£15	to	£372	per annum		
Inspect.	£372	by	£18	to	£450	"	"	
Chief Inspector	£450	by	£20	to	£540	"	"	

Non-Commissioned Officers of outstanding merit and efficiency are eligible for promotion to the Commissioned Ranks if the Secretary of State for the Colonies on the recommendation of His Excellency the Governor sees fit.

2. Remittances

It should be clearly understood that the initial salary of a Constable on joining the Force is insufficient to permit of his making a regular house remittance, unless he has other means.

3. Examinations

Language and promotional Examinations are held from time to time.

4. Conditions of Life etc.

A candidate on arrival at Kilindini is met by the Government Coast Agent, and given a 2nd Class Railway ticket for himself and for his baggage up to 560 lbs to proceed by the first train to Nairobi at which the Police Headquarters is situated. He has one night in the train and it is essential that he has in his possession at least two good rugs or blankets.

On completion of the candidate's attestation, he is posted to the local Police Station where he is given every opportunity of making himself acquainted with the Laws of the Colony, and in his spare time it is essential that he makes himself conversant with the language Kiswahili.

While stationed in Nairobi the candidate is provided with quarters and the necessary furniture. Also he becomes a member of the mess in which he partakes of his meals at a cost of about £6 to £7 p.m. The Force has a Sports Club, and he is given time to take part in all branches of sport at a monthly subscription of Rs. 2/-.

The Colony is divided into police districts with a Senior Police Officer in charge with a number of outstations which are officered by an Inspector or Constable.

Each outstation has a detachment of native police for whom the outstation officer is responsible. The majority of Police Stations are situated in the most healthy parts of the Colony.

5. Camp Equipment and expenses of travelling

All camp equipment and means of travelling are supplied free.

D/Gov Denham 69 ----- 8th Feb 1928
Transmits form of particulars and requests that two candidates be selected to arrive in Colony if possible in August. Estimate of Colony's requirements for the next five years will be forwarded later.

P. D. Loo

see Est 69 memo - p. 45

(Carson)

Major Furse

29/2

Have you any others?

J. M. Allen

1/3/28

J. M. Allen

The finishing selection will be in July, I expect, & until the candidates come up before the Board whose duties as to their technical qualifications, it is not possible to say whether we shall be able to give you Furse men to go out alone or not. If the B. Council said none of the candidates ^{was} sufficiently advanced to justify ^{his} being sent out alone without the J. F. I. course, we shall ^{have to} explain to Kenya what had happened.

If you will pass the V.F. 22 will note the vacancies ~~and~~ we must hope that soon good men come along who are fit to send straight out.

K. W. Blaxter

(Major Furse has seen)

5.3.28

30/1
V. F. 22
Feb 7/3/28

T. J. Kenwith - perhaps we should send a copy Kenya to the Genl & draft Kenwith but please alter it so you may think fit

J. R. Lee app.
file 31545 50

Have passed J. M. Allen 1/3/28
J. M. Allen 9/3/28

DESTROYED UNDER STATUTE

To Gen-186 - (Ans) 2 MAR 1928

25/86
11 May 28
(vide memo on 2009/25 agenda)

Mr. Sell

Kenya has not yet replied
to our let of 11th May 28
(M.B. ? Any action pl.)

W.S.H.

26.6.28

Revised by let

8/27 done

16/7

2 July 1928

DESTROYED UNDER STATUTE

JEK

Mr. Allen

Ref. vide your note on draft (2.)

W.S.H.

x 89 11.7.28

Wait a few days for this answer

The remainder of the letter

13/7

done

DESTROYED

UNDER STATUTE

Gen. Brigg. Tel. 179

3

12 July 28

No additional candidates required for 1929 but
request selection of one candidate under conditions
of Burma Forest Recruitment Scheme to take his
course in Oct. 1928 at own expense with a view to
1931.

cash copy.

After speaking to you on the subject
I send this to you for Mr. Allen

the first place

W.S.H.

14/7

Mr. Allen (through Captain Newbolt)

I spoke to you about this and you asked
me to minute, setting out the pros and cons of the
Kenya Government's proposal.

The present method of selecting Forestry
candidates is to select them after they have
taken their Forestry Degree, and it is definitely
stated in our pamphlet Miscellaneous 230, that
candidates are selected in that way. The Burma
scheme to which reference is made is to take suitable
candidates straight from school and tell them that if
they take the Forestry degree satisfactorily they
will obtain appointments in the Burma Forest Service
at the end of their Forestry course. Kenya apparently
think that they are likely to get better men by
selection made under the Burma conditions rather than
under the rules which we follow, and it is quite
possibly true. Kenya is a popular service, and if
we could make it known that a man who took up Forestry
and completed his course satisfactorily would be
given an appointment in Kenya in 1931 we should pro-
bably get some really good applicants. The difficulty

at present in getting an adequate supply of Forestry candidates is the uncertainty ^{as to} whether, if they take up Forestry, they will get a job at the end of their course. If the Kenya proposal is not adopted, the alternative is for us to select a candidate in the ordinary way in 1930, send him to the Institute for a year, so that he will be available to go out in 1931.

As Professor Troup is leaving for Australia on Thursday I thought it might be a good thing to find out semi-officially his views, so I telephoned to him this morning. If the Kenya suggestion is to be followed, there seem to be three ways of getting them the man they want.

1. We could take a man who has just left School and is going up to University, and tell him that if he takes his Forestry degree satisfactorily he will be given an appointment in Kenya in 1931. Professor Troup favours this method, as he says that during a three years course the selected man could do a good deal of tropical botany and would be fit to go out when he had taken his degree.
2. To take a man who has already done one year of his Forestry course and tell him that, if he takes the other two years, followed by a year at the Imperial Forestry Institute, and is reported on satisfactorily, he will be appointed to Kenya.
3. To take a man who has done one year's Natural Science and let him change over to Forestry and do a two years' Forestry course followed by a year at the Imperial Forestry Institute.

There are, I believe, a certain number of people

4

who start on a Natural Science course at the University without a very clear idea of what they are going to do at the end of it, who would be only too glad to take up Forestry if they knew there would be a post for them at the end of their training. The first thing, however, seems to be to decide whether the Kenya proposal can be adopted. The objection seems to be that, if we follow a special method of selection for Kenya, we could not very well refuse to do it for any other Colony who asked, and we might in a year or two find ourselves with two different methods of selection in operation at the same time. We are trying at present to get Colonies to give us an estimate of their requirements five years in advance in order that we may let the Forestry Schools know the number of vacancies several years ahead. If at the same time as we start this arrangement, we commence selecting in certain cases by an entirely different method, we should upset the continuity of policy which we at present are trying to establish.

On the other hand it is possible that we might get Kenya a better man by the method that they propose than if the vacancy is filled in 1930 from the candidates who present themselves in that year.

I must say I feel rather that we ought to follow one method or the other in all cases. There is no reason to suppose that we cannot obtain reasonably good candidates for Kenya in 1930, and I cannot see why a special and rather difficult arrangement should be set up specially for them. If it is decided to do what the Kenya Government want, we ought, I think, to write to all the Forestry Schools and ask them to submit names. Most of the people

Colonial Service which might have far reaching effects. The proposed procedure might have its advantages and is probably worth thinking about further but it cannot be applied suddenly to the case of one individual dependency and one particular class of appointment without consideration of its possible reactions on others.

I am strongly in favour of deferring the matter until after the return of our Forestry experts from Australia.

A. H. Hill

30.7.28.

I think it unwise to a mistake in this case to be adopt another scheme of which much has not yet been tried and that action might not be taken as it is in the interests of the State

4/8/28

I have discussed with Capt. Harber. He wd. much prefer to wait till next Jan. or thereabout until the Forestry Advisory Board is convened the matter. The Board cannot do this as it is broken by the attendance of who was at the Conf. in Australia &c. In any case Capt Harber does not have a case for a man to fill with the

next day. Perhaps even
if we wished to adopt
the Kenya
proposal.

At present I am
inclined to hope that
the Kenya proposal
will not be adopted
but in all the time I think
we can work for a B
to be made.

Will you please write
to Mr. G. Kenya in
connection with
No. 5 explaining that
the proposed procedure
we involve departure
from recognized existing
system of appointing
forestry officers for the
Colonial Government, but
that the matter will be
referred to the Staff Committee
briefly what this is
as soon as possible after
members return from the
Congo.

Acted by [Signature]

Mr. Blaxter, rightly points out that the Advisory
Board (whose functions were first set out in a
Circular Dep. to Col. this year) has not as such
any real authority to advise in matters of
commitment. What I had in mind was that
the Kenya proposal - on which Kenya
would naturally consult Mr. Robinson of the Forestry
Commission, who has usually been Chairman of
the Advisory Board, & has been sufficiently
valuable in his opinion on forestry questions
I think that he might from time to time be consulted before
any alteration in present methods of recruitment
or essential factors. But possibly it may not be
worthwhile referring to this in the Dep.

[Signature]
25/1

I think these
proposals are
[Signature]

To Gen G.S. + [Signature]

Captain [Signature]
Mr. [Signature]

I return the vacancy form for the 400th
Case Vacators of Forests, which was issued as the
result of the Government's rescript of the 6th of
February (No. 10 of 1941). Mr. P. Cole has
been appointed to fill the vacancy for the 400th
to find anyone to fill the second vacancy.
As there is only one subject
I think the Kenya Government should be the first to
we have not got all the details of the vacancy
especially as they wanted to be in the first
out if possible. Mr. P. Cole has already

the "Burma system" Mr. Nicholson wrote to you about the views held in Java (i.e. his own) and a copy of his letter as our basis about proposed alterations to colonial forest management.

[In regard to biological appointments in general the "Burma system" was advocated by Mr. Vassall of Harrow at the recent meeting of the Board of Education which Mr. Ormsby here attended. The General papers will doubtless circulate to you shortly. Mr. Vassall explained that as things are at present we are not to lose men who leave us biology with our services in view as they get taken by the chemical combine and other by commercial concerns which now take boys when at school and guarantee them employment provided they qualify satisfactorily. Mr. Vassall was not of a thinking of forestry so much as agriculture and agricultural science; as the boy who wants definitely to go in for forestry almost always has the Government service in view.]

July 27/19

Mr. Allen

I hope to go completely into the question of the advisability of trying the Burma system shortly - I should like to see the report of the Emp. For. Conf. & the explanation on our side. I hope by the time of my next visit I shall have a good deal of information on it in Australia & it has some advantages. If it can be worked here the CA. Service will be able to take from better sources. It could then be sent some again.

A

Research Dept. 1921

1921

business trip

1921

Mr. Allen

Ref. to my previous letter

The Reports of Emp. For. Conf. have not yet arrived from Australia & I have not yet succeeded in getting hold of the other 16 which I was referred to. I have since looked for the complete set again in my files.

Allen

27/10

Research Dept. 1921

Major Allen

He included

attached

Mr. Allen

I have discussed this with the Parkies & have explained the difficulties in regard to adopting the Burma system. In any case it would need a further circular & could not be done as a matter of course. I shall go further into the matter.

let us agree that as long as
it would be possible to adopt
it to Kenya (in case of SA)
alone. It would be a case
of doing it for all colonies
in some

J. Davis

Ward, June 25/1928

It would be as well to say something
more to Kenya in continuation of the S. of S's
despatch of the 8th of September, 1928, (No. 6).
So ? inform the C.A.C. with reference to that
despatch that the S. of S. has now had an opportunity
of consulting his Forestry Advisers on their re-
turn to this country, and that it is proposed
in connection with the recruitment of Forestry Officers
for the Colonial Services generally to give further
consideration to the question of adopting a system
of recruitment followed in the case of the Burma
Forestry Service, but that as already indicated
in No. 6 it will not be possible to adopt that
system in the case of any particular Colony in the
meantime.

Do you agree? If so with
the above plan
J. Davis
27/9/28
I proposed
J. Davis
27/9/28
J. Davis
27/9/28
at once

To S. of S. 30/5/28
[Faint handwritten notes and signatures on the right page, including a large 'X' mark and the date '30/5/28']

It is agreed that in regard
to the above to adopt
it for Kenya (to come to EA)
alone? It would be a fine
thing to have a common
system

R. D. Miller

W. J. P. 15/5/25

It would be as well to say something
more to Kenya in continuation of the S. of S's
despatch of the 8th of September, 1928. (No. 6).
So to inform the C. I. C. with reference to that
despatch that the S. of S. has now had an opportunity
of consulting his Forestry advisers on their re-
turn to this country, and that it is proposed
in connection with the recruitment of Forestry Officers
for the Colonial Services generally to give further
consideration to the question of adopting a system
of recruitment followed in the case of the Burma
Forestry Service, but that as already indicated
in No. 6 it will not be possible to adopt that
system in the case of any particular Colony in the
meantime.

*Do you agree? H. so. with
S. of S. 15/5/25*

*Agree RST
21/5*

*W. J. P. 15/5/25
27/5/25*

W. J. P. 15/5/25
8 To Gen. 395
80 MAY 1928

*Rocky
15/5/25*

W. J. P. 15/5/25

Review
first two suitable recruits for the
Kenya Forest Dept. I report, however,
have that owing to the shortage ^{general}

of candidates it was only found
possible to select ~~no. 2~~ ^{1 R.} ~~no. 1~~ ^{4/1/28},
whose appointment was notified

in my despatch no 680 of
the 19th ~~of~~ ^{15th} ~~the~~ ^{the} 1928
File
31845
CA

(3) ~~in connection with the~~ ^{in connection with the} ~~shortage~~ ^{shortage} of candidates
for forestry appointments
in the Colonies generally,
circumstances explained in my

(Circular despatch of the 12th May 1928) ^o

I wd. visit
ref. to me

Considerable difficulty is at ~~being~~
present ^{being} experienced in finding
sufficient candidates to fill
forestry vacancies, but all
possible steps to ~~diminute~~ ^{diminute} ~~the~~ ^{the} difficulty in the
future ^{will be taken}

I have etc. (signature) L. B. AMBURY

12
1P. Date appointed.
Second vacancy unfilled.
KWB

VACANCY FORM.

MR. Allen 6/3

REFERENCE X 15120128

(1) PROMOTIONS BRANCH

(2) PRIVATE SECRETARY (APPOINTMENTS):

COLONY. Kenya

VACANCY. Two Assistant Conservators of Forests.

CAUSE OF VACANCY. Extension of work of the Dep^t.

EMOLUMENTS.

including any special notes as to £480, rising by annual increments of £20 to £600

(a) Terms of appointment.

£480, rising by annual increments of £20 to £720

(b) Allowances.

Subject to the passing of an ordinance by the Legislature
On probation for two years, then permanent

(c) Quarters.

Permanent & pensionable -

(d) Passages.

Free quarters or an allowance in lieu
Travelling allowance of 8p per diem.
Free 1st class passages & a grant of £40 towards
passage of wife & for family once each way each way
(but not both)

REMARKS.

including any special notes as to

Candidates should be unmarried during

(a) Married Candidates.

first term of service.

(b) Duties.

Primarily as working plans Officers should be able to carry out
Plane table surveying, measurements & calculations of sample areas
& preparation of working plans. They should also be capable as

(c) Qualifications required.

Administrative work Officers in case of need
Diploma or degree in Forestry of Oxford, Cambridge or Edinburgh Univ.

18 SEP 1923

X.16186/Kenya

O. D.
R 4-SEP
11-4-23

24/8/23
Mr. Blaxter
Capt. Newbolt 25/8
Mr. Allen 2/9
Mr. [unclear]

Sir,
(See inside)

I have the honour to acknowledge

- Mr. Battenby 3/9/23
- Mr. E. J. Harding
- Sir J. Shuckburgh
- Sir G. Grindle
- Sir O. Davis
- Sir S. Wilson
- Mr. Ormsby Gore
- Lord Loam
- Mr. Amery

the receipt of your telegram, No. 178, of the 12th of July on the subject of vacancies in the Forest Department, and to inform you that I have noted that no further candidates are required at present in addition to the two for whom you have asked in your despatch No. 69 of the 4th of February.

DRAFT DESPATCH

Kenya
 Number *65/23*
 Governor

I have been considering your request that a candidate should be selected this summer under the conditions recently adopted for the Burma Forest Service in order that he might take the University course beginning next October with a view to his appointment to the Kenya Forest Service in 1931. As you are aware, candidates are at present selected for the Colonial Forest Services after they

*substitute
 no separate list
 Sagre
 1/11/23*

*Ans 2 By 1/11/23
 [unclear]
 [unclear]*

C.O. 533 / 377

have taken their University degrees. Your proposal
would therefore involve a wide departure from the
existing method of recruitment, ^{which is at present followed} not only for the
Forest Services but for other types of Colonial
appointments, and before any change is made either
in individual cases or in the method of recruitment
^{for the Forest Service as a whole}
~~generally~~, I feel that careful consideration will
be needed.

I do not propose, therefore, to take any
steps to find a candidate who could commence a
course this year, but the matter will be further
considered on the return of the delegates from the
Empire Forestry Conference in Australia.

I have the honour to be

Sir

etc.

X

With regard to your request that one candidate should be selected, under conditions similar to those which are being adopted by the Govt of Burma, to undertake a University course in Forestry beginning in Oct. 1928 with a view to assuming an app't in Kenya in 1931, I regret that I have not found it possible to proceed in the matter. You will appreciate that the procedure proposed, which implies the selection of a candidate before, instead of after, his course at the University, would involve a wide departure from existing methods of recruitment, not only for the Forestry Dept. but for other branches of the Colonial Service; and the question of its adoption in one particular case cannot be considered without full enquiry into its possible effects on others.

In the case I propose to defer further consideration of the matter until after the return of those ~~officers who advise on a Forestry matter~~ ^{my advocates} who are at present attending the Empire Forestry Conference in Australia - New Zealand.

Yours etc

15
2, Richmond Terrace

Whitehall, S.W.1.

22nd August, 1928

Dear Mr. Bourne,

With reference to my letter to Professor
Troup of the ^{2nd} 25th of July regarding the possibility
of selecting a candidate for the Kenya Forest Service
this summer and sending him for a three years University
course so that he could take up his appointment in 1931.
I write to say that it has now been decided not to proceed
with the matter, at any rate for the present.

Yours sincerely,

(Sd) K.W. Black

R. BOURNE, ESQ.



SCHOOL OF FORESTRY,
UNIVERSITY OF OXFORD.

25th July 1928

Dear Mr. Blaxter,

With reference to your letter of the 24th July, I shall put the question of selecting a suitable candidate for Kenya before Mr. Bqrne, and I think there should be no difficulty in selecting a good probationer. I am open minded as to which of the three alternatives mentioned by you is adopted. The best plan in my opinion would be to select the best man available irrespective of the category into which he falls.

Yours sincerely,

R.S. Group

K.S. Blaxter, Esq.,
Colonial Office,
2, Richmond Terrace,
London, S.W. 1.

S. Richmond Terrace,

Whitehall, S.W.1.

24th July 1929

Dear Professor Troup,

In confirmation of my telephone conversation with you this morning, I write to say that we have had a telegram from ^{the} Kenya Government asking whether a Forestry candidate can be selected this summer under the new conditions recently adopted in the case of the Sukia Forest Service, to undertake a University course beginning in October at his own expense with a view to an appointment as a Forest Officer in Kenya in 1931.

I rang you up rather hurriedly in order to speak to you before you left England, and we have since been thinking the matter over further. There seem to be three possible ways of dealing with this request. ^{As you would} we could, as you suggest, take a man straight from school and let him do the three years course in Forestry, specialising in tropical botany; or alternatively take a man who had already done one year of his Forestry course and let him do the other two years followed by a year at the Imperial

PROFESSOR R. S. TROUP,
C. I. E., F. R. S.

2, Richmond Terrace,
Whitehall, S.W.1.

24th July 1929

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In confirmation of my telephone conversation with you this morning, I write to say that we have had a telegram from ^{the} Kenya Government asking whether a Forestry candidate can be selected this summer under the new conditions recently adopted in the case of the Burma Forest Service, to undertake a University course beginning in October at his own expense with a view to an appointment as a Forest Officer in Kenya in 1931.

I rang you up rather hurriedly in order to speak to you before you left England, and we have since been thinking the matter over further. There seem to be three possible ways of dealing with this request, ^(as applied) we could, as you suggest, take a man straight from school and let him do the three years course in Forestry, specialising in tropical botany; or alternatively take a man who had already done one year of his Forestry course and let him do the other two years, followed by a year at the Imperial

PROFESSOR R. H. TROUP,
C. I. E., F. R. S.

Forestry Institute; or as a further alternative we could take a man who has done a year's natural science and let him do a two years' Forestry course, followed by a year at the Imperial Forestry Institute. I understand that you rather favour the first method.

We feel here that we ought to give all the Forestry Schools an opportunity of recommending candidates, as otherwise I think we should be open to criticism.

The Kenya proposal is, however, quite a new departure and suggests a method of selection which is different from the method which is at present laid down. It is possible, therefore, that it may be decided that it would be preferable not to depart from the existing method. If so the proposal may of course come to nothing, but if it is finally arranged that we should try to find a candidate to be appointed on the terms suggested by the Kenya Government, I will write again at once to Mr. Bourne in case he may be able to suggest any likely men.

Yours sincerely,

(Sd) KASB (ap) 12

Forestry Institute; or as a further alternative we could take a man who has done a year's natural science and let him do a two years' Forestry course, followed by a year at the Imperial Forestry Institute. I understand that you rather favour the first method.

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Yours sincerely,

(Sd) KASBla60

19 2

X 15126/26 Kenya.

- Mr. Allen 7/3
- Mr. Banks 7/3
- Major Nurse 7/3
- Mr. W. Walker 7/3
- Mr. E. J. Harding.
- Sir J. Shikoburgh.
- Sir G. Grindall.
- Sir C. Davis.
- Sir S. Wilson.
- Mr. Ormsby-Gore.
- Lord Lovat.
- Mr. Amery.

52
 R 8 - MAR.
 D - 10 11

Downing Street,

12 March, 1926.

DRAFT

KENYA

NO. 186

Sgt. Frigg.

Sir,

I have the honour to ack.
 the receipt of your despatch K6.69
 of the 6th of February with regard
 to two vacancies for Assistant
 Conservators of Forests in the
 Forestry Department of Kenya.

The next selection of candidates for
 2. It is anticipated that the next
 Freshly appointments is due to
 a session for forestry candidates
 will take place in July, but until
 the candidates come before the Board
 which advises as to their technical
 qualifications, it is not possible
 to say whether or not there will be
 any applicants ~~available~~
 sufficiently well
 qualified

Among the ^{Notes}
 in view of ^{it}
 as/caf

attached

qualified to take up an appointment without undergoing the ^{usual} course

of instruction at the Imperial Veterinary Institute at Oxford. It

is the opinion that none of the candidates is sufficiently

qualified to justify immediate appointment without undergoing the course,

and that you ^{have} ~~will~~ prefer

that candidates should be selected with a view to undergoing the course.

^{any} ~~the~~ ~~case~~, the Bill infers that of */-A*

the Bill is subject to the

of the Bill is subject to the

(1)

VERY

20



KENYA.

GOVERNMENT HOUSE,
NAIROBI,
KENYA.

No. 69

RECEIVED
27 FEB 1928
COL. OFFICE

February, 1928.

Sir,

I have the honour to refer to the two new appointments of Assistant Conservator of Forests for which provision appears under Head XXIII Item 4 of the 1928 Estimates.

2. The Acting Conservator of Forests is anxious that two suitable candidates should be selected to arrive here, if possible, in August after the end of the University summer term. It is understood, however, there is at present a considerable shortage of trained candidates for these posts and if it is impossible to obtain the services of two fully-trained officers with the requisite qualifications, the Acting Conservator of Forests would be prepared to wait for a few months, if necessary, to obtain one or more partially-trained officers who are considered suitable in other respects.

3. The appointees will be required, in any case, to take a refresher course at the Imperial Forestry Institute during their first leave.

4. I transmit the usual form of particulars of the vacant post, and hope to send you an estimate of the Colony's requirements for the next five years as requested in His Grace the Duke of Devonshire's despatch No. 497 of the 9th April, 1923, so soon as the Forestry Adviser - Mr. Nicholson - has had an

Form of Particulars.

*Copy
12054
23*

THE RIGHT HONOURABLE
LIEUTENANT COLONEL L. C. M. S. AMERY, P.C., M.P.,
SECRETARY OF STATE FOR THE COLONIES,
DOWNING STREET, LONDON S.W.

12 MAR 1928

17 26 JAN 1928

opportunity of studying the position comprehensively
and submitting recommendations for my consideration.

I have the honour to be,

Sir,

Your most obedient, humble servant,



GOVERNOR.

22
E.S.D.

EAST AFRICA PROTECTORATE.

Particulars of the Office of Asst. Conservator of Forests vacant
in the Forest Department, Kenya Colony Vacancies - 2.

<p>1. Duties of Office and qualifications required for their performance.</p>	<p><u>Qualifications.</u> Diploma or Degree in Forestry of Oxford, Cambridge or Edinburgh Universities. To be prepared to take course at Imperial Forestry Institute after 1st tour. <u>Duties.</u> Primarily as Working Plans Officers should be able to carry out Plans, surveys, etc. measurements and calculations of Sample Areas and preparation of Working Plans should also be available as Administrative Forest Officers in case of need. Prof. Group of the I.F.I. Oxford is consonant with the conditions and requirements of this Department.</p>
<p>2. Salary of Office.</p>	<p>£480 by £20 to £600 Efficiency Bar £600 by £20 to £720.</p>
<p>3. Allowance, quarters, and other circumstances affecting the value of the Office.</p>	<p>Free quarters suitable to a single man when in a station, or House Allowance of 15% of minimum of grade of lieu. Rent and camp equipment when on tour and £4.8/- per diem Travelling Allowance.</p>
<p>4. Nature, number and account of securities required.</p>	<p></p>
<p>5. Whether free passage is provided for person selected and his family.</p>	<p>Free Passage for themselves, £40 towards Family Passage, but selected candidates should be unmarried during first tour.</p>
<p>6. General particulars regarding accommodation, furniture, &c. for information of candidate.</p>	<p>As per rules in force for the Colony.</p>

11th January, 1923.

NAIROBI.

M. Brant
for Head of Department.

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EAST AFRICA PROTECTORATE.

Particulars of the Office of Asst. Conservator of Forests vacant
in the Forest Department, Kenya Colony Vacancies - 2.

<p>1. Duties of Office and qualifications required for their performance.</p>	<p><u>Qualifications.</u> Diploma or Degree in Forestry of Oxford, Cambridge or Edinburgh Universities. To be prepared to take course at Imperial Forestry Institute after 1st tour. <u>Duties.</u> Primarily as Working Plans Officers should be able to carry out Plans, field surveys etc. measurements and calculations of Sample Areas and preparation of Working Plans should also be available as Administrative Forest Officers in case of need. Prof. Terms of the I.F.I. Oxford is conformant with the conditions and requirements of this Department.</p>
<p>2. Salary of Office.</p>	<p>£130 by £20 to £260 Efficiency Bar £400 by £20 to £720.</p>
<p>3. Allowance, quarters, and other circumstances affecting the value of the Office.</p>	<p>Free quarters available to a single man when in a station. House Allowance of 10% of minimum of grade in list. Rent and camp equipment when on tour and £8/6/- per diem. Travelling Allowance.</p>
<p>4. Nature, number and account of securities required.</p>	
<p>5. Whether free passage is provided for person selected and his family.</p>	<p>Free Passage for themselves. £40 towards Family Passage, but selected candidates should be unmarried during first tour.</p>
<p>6. General particulars regarding accommodation, furniture, &c., for information of candidate.</p>	<p>As per rules in force for the Colony.</p>

11th January, 1912.

NAIROBI,

M. J. ...
for Head of Department.