











**PUBLIC RECORD OFFICE**

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C0533/351

ORDER NO.       ⇨ FN/E 207  
CAMERA NO.     ⇨ 19  
OPERATOR.       ⇨ BS  
REDUCTION.     ⇨ 10  
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DATE.           ⇨ 24/1/72

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THE PUBLIC RECORD OFFICE

K.2927/26.

Downing Street,

April, 1926.

598

Gentlemen,

I am directed by Mr. Secretary Amery to acknowledge the receipt of your letter No. M/S.A. 252 of the 24th of March enclosing forms of agreement (Uganda Railway Class A and Class B) amended in accordance with the provisions of the "Kenya and Uganda (Transport) Order-in-Council, 1925", and to inform you that the following additional amendments should be made in both Class A and Class B Agreements:-

(1) A new clause 1 should be inserted as follows:-  
"In this agreement the term "the Colony" includes the Colony and Protectorate of Kenya and the Protectorate of Uganda. The term "the Railway" means the Kenya and Uganda Railway."

(2) The present Clause 1 should be re-numbered and begin, "The person engaged agrees to proceed to the Colony when

AGREES

THE COLONIES.

and as directed.....etc. etc.

(3) In the present clause 1, for "term of engagement" substitute "tour of service for which he is engaged."

(4) In the present Clause 2 "the Colony" should be altered to "the Railway" and a corresponding alteration made in Clause 4 (3) of the Schedule.

(5) Clause 1 (1) of the Schedule should read as follows:- "The person engaged is engaged 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 of arrival but the tour of service may be extended to Bombay provided for in Clause 1 (3).

(6) In clause 3 of the Schedule, "the Railway" should be substituted for "the High Commissioner" (formerly "the Government"); and a similar amendment should be made in clause 9 where the words "the High Commissioner" (formerly "the Government") first occur.

I am,

Gentlemen,

Your most obedient servant,

(Sd/-) W. C. BOTTOMLEY,

8.2  
X 2927

598

Handwritten scribbles and initials at the top left.

26 shengya

3893  
16

- J. Harding
- Stapley
- Shuckburgh
- Windle
- Dress
- Wilson
- Winsty-Cone
- Stratton
- Wemy

C. D.
R APR 8

9 April, 1926.

Gentlemen,

I am etc. to ack. the

rec. of your letter no. M/S.A.

252 of the 24th. of March  
enclosing forms of agreement

(Uganda Railway, Class A &  
Class B) amended in

accordance with the provisions

of the "Kenya and Uganda

(Transport) Order-in-Council,

1925," and to inform you that

the following additional

amendments should be

made

DRAFT.

Agents

copy 14/4/26

14 AUG 1926

to Gen by

copy

modifying both Clause A &

Clause B Agreements.

A A new clause ~~f~~ should  
be inserted in the agreements  
as follows: - "In this agreement

the term "the Colony" includes  
the Colony and Prot. of Kenya &  
the Prot. of Uganda. The term  
"the Railway" means the Kenya  
& Uganda Railway."

B The present clause ~~f~~ should  
be re-numbered and begin,

"The person engaged agrees to  
proceed to the Colony when &  
as directed . . . . . etc. etc..

(c) In the present clause ~~f~~,  
for  
~~the~~ "term of his engagement"  
substituted "term of service for  
which he is engaged."

(4) In the present Clause 2.

amphibious (1940) 599

"the Colony" should be  
altered to "the Railway"  
and a corresponding  
alteration made in  
Clause 4(2) of the schedule

(5) Clause 1(1) of the  
schedule should read as  
follows: - "The person  
engaged is engaged for a  
term of not less than twenty  
nor more than thirty  
months' continuous,  
residential service, beginning  
from the date of his  
embarkation at the port  
of arrival \* but the term  
of service may be extended  
as provided for in  
clause 1(3).

\* unless

(6)

DRAFT.

J. Harding.

W. Mackey.

Shuckburgh.

Grindle.

Davis.

Wilson.

Lesby-Gore.

Clarendon.

Merly.



in both, both Class A &

Class B Agreements

A new clause should be inserted in the agreement as follows: - "In this agreement the term "the Colony" includes the Colony and Prot. of Kenya & the Prot. of Uganda. The term "the Railway" means the Kenya & Uganda Railway."

B The present clause should be re-numbered and begin, "The person engaged agrees to proceed to the Colony when & as directed . . . . . etc. etc.."

(2) In the present clause, for ~~"term of his engagement"~~ substitute "term of service for which he is engaged"

(4) In the present Clause 2.

(except allow one return) 599

"the Colony" should be altered to "the Railway" and a corresponding alteration made in Clause 4(2) of the schedule

- J. Harding
- Sackey
- Shuckburgh
- Grindle
- Davis
- Wilson
- Esby-Gare
- Clarendon
- Henry

DRAFT.

(5) Clause 1(1) of the schedule should read as follows: - "The person engaged is engaged 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 term of service may be extended as provided for in clause 1(3).

\* unless

(6)

In clause 3 ~~of~~ of  
the schedule, "the Railway"

should be substituted for

"the <sup>9</sup>Commissioner" (formerly

"the Government") : & a similar amendment

shall be made in clause 9 where the  
words "the <sup>9</sup>Commissioner" (formerly "the Government")  
first occur.



In clause 3 ~~of~~ of

the schedule, "the Railway"

should be substituted for

the word "the Government" (formerly

the Government) : & a similar amendment

should be made in clause <sup>9</sup> / ~~where~~ <sup>the</sup> "the Government"

words "the Government" (formerly

the Government)

In clause 3 ~~reference~~ of  
the Schedule, "the Railway"

is substituted for  
"the Railway Commission" (formerly

the Government) : & a similar amendment  
shall be made in clause 9, where the  
words "the Steamers" (formerly "the Government")  
first occur.

In clause 3 ~~reference~~ of

the Schedule, "the Railway"

is to be substituted for

"the Commissioner" (formerly

the Government) & a similar amendment

shall be made in clause 9, where the

words "the Steamers" (formerly "the Government")

historical



X. 2927  
25 MAR 1926  
M/C BANK

600

ALL COMMUNICATIONS  
TO BE ADDRESSED TO THE  
AGENTS FOR THE COLONIES,  
IF OF THIS LETTER BEING QUOTED.  
FOR REFERENCE:  
TELEGRAMS, "CROWN, LONDON."  
TELEPHONE, 7740 VICTORIA.

WESTMINSTER,  
LONDON, S.W. 1

24th March, 1926.

Sir,

60

With reference to your letter X. 1555/26 of  
the 4th March, I have the honour to enclose for  
the approval of the Secretary of State, for a  
agreement (Uganda Railway Class A and Class B)  
amended in accordance with the "Uganda and Uganda  
(Transport) Order-in-Council, 1925", copy of which  
was enclosed with your letter under reference.

I have the honour to be,

Sir,

Your obedient Servant,

*W. A. ...*

for Crown Agents.

Secretary of State,  
Colonial Office.

601/

*60*  
I. 1555/26.

Dowling Street,

4 March, 1926.

Gentlemen,

I am directed by Mr. Secretary Lewis to transmit to you for your information, a copy of the "Kenya and Uganda (Transport) Order-in-Council, 1925" which came into operation on the 3rd of February, and to request that you will consider what consequential amendments are necessary in the form of agreement in use for officers of the Kenya and Uganda Railway.

I am,

Gentlemen,

Your most obedient servant,

(Signed) W. C. BOTTOMLEY

HM AGENTS

FOR THE COLONIES.

*Index*

601

*60*  
L. 1555/26.

Downing Street,

4 March, 1926.

Gentlemen,

I am directed by Mr. Secretary Amery to transmit to you for your information, a copy of the Kenya and Uganda (Transport) Order-in-Council, 1925 which came into operation on the 3rd of February, and to request that you will consider what consequential amendments are necessary in the form of agreement in use for officers of the Kenya and Uganda Railway.

I am,

Gentlemen,

Your most obedient servant,

(Signed) W. C. BOTTOMLEY.

March 1926  
August, 1924

602

# UGANDA RAILWAY.

Class A.

Agreement made the

day of *High Commissioners* 192

Between the Crown Agents for the Colonies, London, acting on behalf of the Government of *Kenya and the Protectorate of Uganda* and the Kenya Colony and Protectorate (hereinafter called "the Government") and *High Commissioner*

hereinafter called "the person engaged").

1. The person engaged agrees to proceed to the Kenya Colony and Protectorate (hereinafter called "the Colony") when and as directed by the Crown Agents for the Colonies, and undertakes that he will there diligently and faithfully perform the duties of a

for the ~~term of~~ *his engagement* and will act in all respects according to the instructions or directions given to him by the ~~Government~~ *High Commissioner* through the Head of his Department or other duly authorised officers. In this agreement the term "Head of his Department" shall mean the person for the time being acting as General Manager of the *Kenya and* Uganda Railway but all or any of the powers reserved to him under this Agreement may be delegated by him in accordance with regulations approved by the ~~Government~~ *High Commissioners*.

2. The salary of the office is at the rate of

pounds

) a year rising to

pounds

£ *300* ) a year by annual increments of

pounds

The person engaged shall also be paid an allowance of thirty pounds (£30) on first appointment to assist him in meeting the cost of the necessary outfit. This allowance, or such part of it as the Secretary of State or the *High Commissioner* may direct, is liable to be refunded by the person engaged in the event of his failing to take up the appointment or quitting the service of the Colony before the completion of a tour of service for any reason other than mental or physical infirmity.

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

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

As witness our hands the day and year above written.

Signed by

(on behalf of the Crown Agents for the Colonies) in

the presence of

of the office of the Crown Agents for the Colonies.

Signed by

in the presence of

Of the Witness: { Signature  
                  { Address  
                  { Occupation

# SCHEDULE.

Term of engagement.

1. (1) The engagement of the person engaged is for a tour of <sup>signed</sup> 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 1 (3).

(2) A tour shall be deemed to be completed upon the expiration of such period within the limits above mentioned, as may be fixed by the Head of his Department, or, if no such period shall be 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 re-engaged in the Colony at the option of the Head of his Department for a further period, if in the opinion of the Head of his Department, 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.

2. At such time, not more than three months and not less than one month before the completion of a full tour of thirty months' service, or of the earlier period, then the person engaged may, as possible, give notice in writing to the Head of his Department whether he desires to remain in the employment of the Government and the Head of his Department shall thereupon decide whether he shall be offered further employment, in which case the re-engagement will be on such terms and for such period as may be mutually agreed.

3. The duties of the person engaged shall include the usual duties of the office for which he is engaged and any other suitable duties which the Head of his Department may call upon him to perform. The person engaged shall reside in such place and occupy himself in such manner as the Head of his Department through his duly authorized officers, shall direct, and he shall not either directly or indirectly engage or be concerned in any other service or business whatsoever, nor receive commissions or profits of any kind, but shall devote the whole of his time and attention to the service of the Government and shall conform to the provisions of the Colonial Regulations in so far as the same are applicable.

4. As a condition of this Agreement that a person engaged for service on any of the undermentioned railways will be liable to serve on the others if and whenever required by the Head of his Department:

- The Uganda Railway
  - Any subsidiary line of the Uganda Railway.
  - The Kampala Port Bell Railway.
  - The Kisumu Railway.
- and that a person engaged for service in any of the undermentioned departments will be liable to serve in the others if and whenever required by the Head of his Department:—
- The Uganda Railway Marine
  - The Kisumu Railway Marine
  - The Lake Albert Marine

5. (1) 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.

(2) Incremental salary if any will be reckoned as from the date for which the person engaged first draws salary from the funds of the Colony but no increment will be granted unless the conduct and diligence of the person engaged during the year immediately

preceding have been approved. The evidence of such approval shall be a certificate signed by the Head of his Division, countersigned by the Head of his Department or by such officer as he may designate for the purpose.

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 engaged will be provided with a tent or other temporary shelter, or, in certain cases, he will be granted an allowance in lieu of quarters at the discretion of the Government High Commissioner.

7. When traveling on duty away from his station in the Colony 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 in the Colony.

8. (1) "Passage" in this Agreement means a first 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 the Government.
- (b) If the person engaged is invalided home before the completion of a tour of service, as provided in Clause 8 of this Agreement.
- (c) On the determination of the engagement by the Government as provided in Clause 10 (1) of this agreement.

9. 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 incapable of rendering further efficient service in the Colony, then the person engaged must relinquish his employment, and in either case the Government shall pay him his 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 embarked.

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

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

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

\* The Government endeavours to provide others 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 steamer for compensation will be entertained. This will not affect the arrangement, applicable generally to European Officials in the East African Dependencies, by which a married officer whose salary does not exceed £200 a year is allowed to receive one and a half times the cost of his passage, and to make his own arrangements for his own and his wife's passages by whatever class he wishes. This concession is now granted when the salary does not exceed £200 a year but this is a temporary extension of the concession and may be revoked by the Government at any time with or without notice.

Invalidity on account of incapacity produced by ill-health.

Dismissal.

Unauthorized

Determination of engagement.



(3) If the person engaged terminates his engagement otherwise than in accordance with this Agreement he shall be liable to pay to the Government his liquidated damages three months' salary and the cost of his passage to the Colony and outfit allowance.

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

12. The person engaged shall if so required by the Government furnish such security, in such form as the Government may decide, for the faithful and honest discharge of his duties, and if any premium is payable in respect of such security it may be deducted from his salary by the Government.

13. The person engaged will be required, unless he claims exemption as a contributor to the East African Widows and Orphans' Provisional Fund, 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 shall be recovered by deductions from his salary. No claim for exemption shall be valid unless it reaches the Crown Agents for the Colonies within three months from the date from which the person engaged commences to draw salary under this Agreement.

14. The person engaged shall contribute to the Provident Fund for non-pensionable servants of State Residents in the Colony.

15. At the expiry of the person engaged being entitled on the expiration of this Agreement to any payment in England or 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.

16. Where the person engaged is not in the Colony the Crown Agents for the Colonies may, on application by the Secretary of State for the Colonies, shall be responsible for the cost and of the posting of the person engaged under this Agreement.

With leave of absence is not a legal right included in the 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 in accordance with the provisions of Clause 8 of this Agreement Schedule will ordinarily be granted so far as the exigencies of the post may require by the Government under the regulations for European officers serving on agreement as follows:—

LEAVE REGULATIONS FOR EUROPEAN OFFICERS SERVING ON AGREEMENT IN THE EAST AFRICAN DEPENDENCIES.

1. In the necessities of the service, officers may, after a tour of residential service, be granted vacation leave with full pay for the time necessarily taken on the journey to England, plus 37 days for each completed calendar month of residential service, and if specially detained by the Government on public grounds after the completion of a tour of residential service, they may be granted vacation leave for 37 days more with full pay in respect of each completed calendar month that they may have been detained.

2. In the case of officers 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," of 37 days for each completed calendar month of residential service, plus the time necessarily taken on the journey from England. Officers 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

1 In Somaliland 15 months.  
2 In certain stations in Kenya and Nyasaland, three and a half in

in respect of such leave, and that in the event of their returning to East Africa for further service but determining the engagement under Clause 10 (2) of the foregoing Schedule or being dismissed under Clause 9 of the foregoing Schedule, 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.

11. Officers invalidated before completing a tour of service of 20 1/2 months may be granted sick leave with full pay for the time necessarily taken on the journey to England, plus 37 days in respect of each completed calendar month of residential service.

In addition to the sick leave which may be granted under the foregoing regulations, if there is reason to believe that an officer 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 37 days more (making 65 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.

13. No extension of vacation leave will be granted in the ordinary course but in exceptional circumstances such as continued ill-health officers who are not returning may be granted an extension of leave, at the discretion of the Secretary of State, for a period not exceeding 6 calendar months, with such salary as the Secretary of State may direct.

14. Return leave or return sick leave may be extended, with full pay, on the ground of ill-health, for any period not exceeding 6 calendar months, and if necessary for a further period of 6 months with half salary; or it may be extended with full pay if the officer is detained in England by the Secretary of State on public grounds.

15. 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.

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

1 Two and a half in respect of services in certain stations in Kenya and Nyasaland, three and a half in Somaliland.  
2 In Somaliland 12 months.  
3 Five in respect of service in certain stations in Kenya and Nyasaland, seven in Somaliland.  
4 Mombasa for officers serving in Kenya and Uganda; Beira for officers serving in Nyasaland; Zanzibar for officers serving in Zanzibar; Dar-es-Salaam (ordinarily) for officers serving in the Tanganyika Territory, and Aden for officers serving in Somaliland.

March 1925  
1925

# UGANDA RAILWAY.

Class B.

Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
Between the Crown Agents for the Colonies, London, acting on behalf of the Government of  
the Kenya Colony and Protectorate (hereinafter called the Government) and  
\_\_\_\_\_ High Commissioner for  
\_\_\_\_\_ High Commissioner

(hereinafter called the person engaged).

1. The person engaged agrees to proceed to the Kenya Colony and Protectorate (hereinafter called the Colony) when and as directed by the Crown Agents for the Colonies and undertakes that he will there diligently and faithfully perform the duties of a \_\_\_\_\_ for the term of his engagement and will act in all respects according to the instructions or directions given to him by the Government through the Head of his Department or other duly authorised officers. In this Agreement the term "Head of his Department" shall mean the person for the time being acting as General Manager of the Uganda Railway but all or any of the powers reserved to him under this Agreement may be delegated by him in accordance with regulations approved by the Government.

2. The salary of the office is at the rate of \_\_\_\_\_ pounds  
(£ \_\_\_\_\_) a year rising to \_\_\_\_\_ pounds  
(£ \_\_\_\_\_) a year by annual increments of \_\_\_\_\_ pounds  
(£ \_\_\_\_\_).

The person engaged shall also be paid an allowance of thirty pounds (£30) on first appointment to assist him in meeting the cost of the necessary outfit. This allowance or such part of it as the Secretary of State or the Government may direct is liable to be refunded by the person engaged in the event of his failing to take up the appointment or quitting the service of the Colony before the completion of a four-year service for any reason other than mental or physical infirmity.

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

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

As witness our hands the day and year above written.

Signed by \_\_\_\_\_  
in 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 \_\_\_\_\_)

March 1925  
1925

# UGANDA RAILWAY.

Class B.

Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
Between the Crown Agents for the Colonies, London acting on behalf of the Government of  
the Kenya Colony and Protectorate (hereinafter called the Government) and  
High Commissioner for Kenya and the Protectorate of Uganda  
High Commissioner

(hereinafter called the person engaged).

1. The person engaged agrees to proceed to the Kenya Colony and Protectorate (hereinafter called the Colony) when and as directed by the Crown Agents for the Colonies and undertakes that he will there diligently and faithfully perform the duties of a \_\_\_\_\_ for the term of his engagement and will act in all respects according to the instructions or directions given to him by the Government through the Head of his Department or other fully authorised officers. In this Agreement the term "Head of his Department" shall mean the person for the time being acting as General Manager of the Uganda Railway but all or any of the powers reserved to him under this Agreement may be delegated by him in accordance with regulations approved by the Government High Commissioner.

2. The salary of the office is at the rate of \_\_\_\_\_ pounds  
(£ \_\_\_\_\_) a year rising to \_\_\_\_\_ pounds  
(£ \_\_\_\_\_) a year by annual increments of \_\_\_\_\_ pounds  
(£ \_\_\_\_\_).

The person engaged shall also be paid an allowance of thirty pounds (£30) on first appointment to assist him in meeting the cost of the necessary outfit. This allowance or such part of it as the Secretary of State or the Government may direct is liable to be refunded by the person engaged in the event of his failing to take up the appointment or quitting the service of the Colony before the completion of a four of service for any reason other than mental or physical infirmity.

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

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

As witness our hands the day and year above written.

Signed by \_\_\_\_\_  
on behalf of the Crown Agents for the Colonies) in  
the presence of \_\_\_\_\_  
of the office of the Crown Agents for the Colonies.

Signed by \_\_\_\_\_  
in the presence of \_\_\_\_\_  
Of \_\_\_\_\_  
Witness: Signature \_\_\_\_\_  
Address \_\_\_\_\_  
Occupation \_\_\_\_\_

5. ~~Government~~ quarters, free of rent (but not of rates or other similar outgoings) will <sup>Quarters</sup> be provided when such quarters are available. When such quarters are not available, the person engaged will be provided with a tent or other temporary shelter, or, in certain cases, he will be granted an allowance in lieu of quarters at the discretion of the ~~Government~~ <sup>High Commissioner</sup>

6. When travelling on duty away from his station in the Colony the person engaged <sup>Travelling</sup> either shall be provided with transport or shall be paid travelling expenses according to the <sup>expenses</sup> scales laid down by the ~~Uganda~~ <sup>Uganda</sup> Railway Regulations.

7. (1) " Passage " in this agreement means a second-class passage\* and includes <sup>Passage</sup> 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~~ <sup>High Commissioner</sup> 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 the ~~Government~~ <sup>High Commissioner</sup> provided that the passage is taken within two months of the date on which the person engaged ceases to do duty in the Colony.

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

(c) ~~On the determination of the engagement by the Government~~ <sup>High Commissioner</sup> as provided in Clause 10 (1) of this agreement.

(3) The ~~Government~~ <sup>High Commissioner</sup> shall provide the person engaged with railway fare (third class) to the port of embarkation on first engagement.

8. If the person engaged shall be compelled by reason of ill-health (not caused by his <sup>Invaliding on</sup> own misconduct) to relinquish his employment, or if at any time it shall be certified by a <sup>account of</sup> Government medical officer that the person engaged is by reason of ill-health, not caused by <sup>incapacity</sup> his own misconduct, incapable on physical grounds of rendering further efficient service in <sup>produced by</sup> the Colony, then the person engaged must relinquish his employment; and (in either case) the <sup>ill-health</sup> Government shall pay him his 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~~ <sup>High Commissioner</sup> he could have embarked.

9. If the person engaged shall at any time neglect or refuse or from any cause (excepting <sup>Dismissal</sup> illness not caused by his own misconduct, as provided in Clause 8) become unable to perform any of his duties or to comply with any order, or shall improperly disclose any information respecting the affairs of the ~~Government~~ <sup>High Commissioner</sup> to any unauthorized person, or shall in any manner misconduct himself, the ~~Government~~ <sup>High Commissioner</sup> may dismiss him, and on such dismissal all rights and advantages reserved to him by this agreement shall cease and he shall be liable to repay to the ~~Government~~ <sup>High Commissioner</sup> the amount paid for his passage to the Colony.

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

(2) The person engaged may, at any time after the expiration of three months from the commencement of a tour of residential service, determine his engagement on giving to the Head of his Department three months' notice in writing or on paying to the ~~Government~~ <sup>High Commissioner</sup> one month's salary, and in either case repaying the cost of his passage to the Colony. He shall in either case be entitled to a return passage to England.

(3) If the person engaged terminates <sup>his</sup> engagement otherwise than in accordance with this agreement, he shall be liable to pay to the ~~Government~~ <sup>High Commissioner</sup> liquidated damages, three months' salary and the cost of his passage to the Colony and outfit allowance.

\* The ~~Government~~ <sup>High Commissioner</sup> 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. This will not affect the arrangements, applicable generally to European Officials in the East African dependencies, by which a married officer whose salary does not exceed £500 a year may be granted one-half the cost of a passage, by the class by which he is privileged to travel, plus any saving effected on the cost of his passage, owing to his travelling in a lower class, towards the cost of his wife's passage. This concession is now granted when the salary does not exceed £700 a year but this is a temporary extension of the concession and may be revoked by the ~~Government~~ <sup>High Commissioner</sup> at any time with or without notice.

# SCHEDULE

Term of Engagement

1. (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 of arrival\* but the engagement may be extended as provided for in Clause 1 (3).

(2) A tour shall be deemed to be completed upon the expiration of such period within the limits above mentioned, as may be fixed by the Head of his Department, or, if no such period shall be so fixed upon the expiration of the maximum period of 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 Head of his Department for a further period, if in the opinion of the Head of his Department the exigencies of the public service demand it, and if a Government Medical Officer certifies that the person engaged is physically fit to be so detained, provided that the tour of service and such extended service shall not together exceed thirty-six months; and the provisions of this agreement shall apply to such extended period accordingly.

Length of employment

2. At some time, not more than three months and not less than one month before the completion of a full tour of thirty months' service, or, if the Head of his Department 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 engaged shall give notice in writing to the Head of his Department whether he desires to remain in the employment of the Government, and the Head of his Department shall thereupon decide whether he shall be offered further employment, in which case the re-engagement will be on such terms and for such period as may be mutually agreed.

3. The duties of the person engaged shall include the usual duties of the office for which he is engaged and any other similar duties which the Head of his Department may call upon him to perform. The person engaged shall reside in such place and occupy himself in such manner as the Head of his Department, 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, 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 Colonial Regulations in so far as the same are applicable.

4. As a condition of this agreement that a person engaged for service on any of the under-mentioned railways will be liable to serve on the others if and whenever required by the Head of his Department:

- The Uganda Railway, Kenya
- Any sub-railway line of the Uganda Railway.
- The Kampala Port Bell Railway.
- The Busoga Railway.

and that a person engaged for service in any of the undermentioned departments will be liable to serve in the others if and whenever required by the Head of his Department:—

- The Uganda Railway Marine.
- The Busoga Railway Marine.
- The Lake Albert Marine.

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. Increments of salary shall be reckoned as from the date from which the person engaged first draws salary of the class from the funds of the Colony, but no increment will be granted unless the conduct and diligence of the person engaged during the year immediately preceding have been approved. The evidence of such approval shall be a certificate signed by the Head of his Department, countersigned by the Head of his Department or by such officer as he may designate for the purpose.

\* In the event of the person engaged travelling overland and disembarking at Marseilles on the outward trip, English 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.

7. 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 engaged will be provided with a tent or other temporary shelter, or, in certain cases, he will be granted an allowance in lieu of quarters at the discretion of the Government High Commissioner.

8. When travelling on duty away from his station in the Colony the person engaged either shall be provided with transport or shall be paid traveling expenses according to the scales laid down by the Uganda Railway Regulations.

9. (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 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 the Government, provided that the passage is taken within two months of the date on which the person engaged ceases to do duty in the Colony.

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

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

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

10. 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, incapable on physical grounds of rendering further efficient service in the Colony, then the person engaged must relinquish his employment; and (in either case) the Government shall pay him his 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 embarked.

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

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

(2) The person engaged may, at any time after the expiration of three months from the commencement of a tour of residential service, determine his engagement on giving to the Head of his Department three months' notice in writing or on paying to the Government one month's salary, and in either case repaying the cost of his passage to the Colony. He shall in either case be entitled to a return passage to England.

(3) If the person engaged terminates his engagement otherwise than in accordance with this agreement, he shall be liable to pay to the Government as liquidated damages, three months' salary and the cost of his passage to the Colony and outfit allowance.

\* 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. This will not affect the arrangement, applicable generally to European Officers in the East African dependencies, by which a married officer whose salary does not exceed £500 a year may be granted, one half the cost of a passage, by the class by which he is privileged to travel, plus any saving effected on the cost of his passage, owing to his travelling in a lower class, towards the cost of his wife's passage. This concession is now granted when the salary does not exceed £700 a year but this is a temporary extension of the concession and may be revoked by the Government at any time with or without notice.



emergencies of the public service permit, leave under the regulations for European Officers serving on agreement in East Africa, which are printed below.

LEAVE REGULATIONS FOR EUROPEAN OFFICERS SERVING ON AGREEMENT IN THE EAST AFRICAN DEPENDENCIES.

Liability to make good damage.

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

Absence from duty.

12. 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 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 his work from any cause whatever without leave he shall forfeit his salary for the number of days he shall be absent from duty, and it shall be lawful for the Government to dismiss him forthwith as for misconduct.

Fines.

13. If the person engaged shall—

- (1) Disregard or without sufficient reason fail to comply with any order, standing order, or departmental instruction;
- or (2) Incapacitate himself for the performance of any of his duties by indulgence in any stimulant;
- or (3) In any manner misconduct himself;

the Head of his Department may, after such investigation and upon such evidence as he may think fit, and in addition to or in lieu of exercising any other powers reserved to him or to the Government, under this Agreement, fine the person engaged to any extent not exceeding five pounds (£5) or suspend him from work with loss of pay and allowances for any period not exceeding one calendar month, and any such fines and the pay corresponding to any such suspension may be deducted from any money which would otherwise be due under this agreement.

Security

14. The person engaged shall, if so required by the Government, furnish such security and in such form as the Government may decide, for the faithful and honest discharge of his duties, and if any premium is payable in respect of such security, it may be deducted from his salary by the Government.

Contributions under Widows and Orphans Pension Scheme.

15. The person engaged will be required, unless he claims exemption as a contributor to the Uganda Railway Provident Fund, 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 shall be recovered by deductions from his salary. No claim for exemption shall be valid unless it reaches the Crown Agents for the Colonies within three months from the date on which the person engaged commences to draw salary under this agreement.

Provident Fund

16. The person engaged shall contribute to the Provident Fund for non-pensionable servants of State Railways in the Colony.

Expenses in England

17. 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 will be necessary for him to produce to the Crown Agents for the Colonies a certificate from the Government of the amount due.

Powers of Crown Agents

18. When the person engaged 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.

I. Subject to the necessities of the service, officers may, after a tour of residential service, be granted vacation leave with full pay for the time necessarily taken on the journey to England, plus 3\* days for each completed calendar month of residential service, and if specially detained by the Government on public grounds after the completion of a tour of 20 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 officers 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. Officers to whom return leave is granted shall 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 under Clause 10\* of the foregoing Schedule or being dismissed under Clause 9 of the foregoing Schedule, 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.

II. Officers 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\* days in respect of each complete 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 an officer 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 protracted ill-health, officers 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 officer 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 ground 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 an officer, residential service is taken to begin on the day on which he arrives at the coast and to end on the day preceding that on which he leaves the coast for England.

- \* Two and a half in respect of service in certain stations in Kenya and Nyasaland; three and a half in Somaliland.
- + In Somaliland, 15 months.
- + Five in respect of service in certain stations in Kenya and Nyasaland: seven in Somaliland.
- + In Somaliland, 12 months.
- + Mombasa for officers serving in Kenya and Uganda; Beira for Officers serving in Nyasaland; Zanzibar for Officers serving in Zanzibar; Dar-es-Salaam (ordinarily) for Officers serving in the Tanganyika Territory; and Aden for Officers serving in Somaliland.

While leave of absence is not a legal right included in the 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 in accordance with the provisions of Clause 8 of the above Schedule, will ordinarily be granted, so far as the

# Kenya Colony and Protectorate

Class B. Re-engagement of  
locally engaged  
officials.

## Agreement

made the  
day of

One

thousand nine hundred and

Between The Crown Agents for the  
Colonies, London, acting on behalf of the  
Government of the Kenya Colony and  
Protectorate (hereinafter called the Government)  
and

in the County of  
(hereinafter called the person engaged).

1. The person engaged agrees to proceed to the  
Kenya Colony and Protectorate (hereinafter called  
the Colony) when and as directed by the Crown  
Agents for the Colonies, and undertakes that  
he will there diligently and faithfully perform  
the duties of a

for the term of his engagement  
and will act in all respects according to the  
instructions or directions given to him by the  
Government through the Head of his Department  
or other duly authorised officers. In this  
Agreement the term "Head of his Department"  
shall mean the person for the time being  
acting as Head of his Department.

2. The salary of the office is at the rate of  
pounds (£ ) a year  
rising to  
pounds (£ )  
a year by annual increments of  
pounds (£ )

## Schedule

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

In 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

by  
Address  
Occupation

Term of  
engagement.

1 (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 of arrival but the engagement may be extended as provided for in clause 1(3).

(2) A tour shall be deemed to be completed upon the expiration of such period within the limits above mentioned, as may be fixed by the Head of his Department or if no such period shall be so fixed upon the expiration of the maximum period of 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.

Further  
employment

2 At some time not more than three months and not less than one month before the completion of a full tour of thirty months' service, or, if the Head of his Department 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 engaged shall give notice in writing to the Government whether he desires to remain in its employment, and the Government shall thereupon decide whether it

\* Mombasa



## Schedule

Term of  
engagement.

1. (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 of arrival\* but the engagement may be extended as provided for in Clause 1(3).

(2) A tour shall be deemed to be completed upon the expiration of such period within the limits above mentioned, as may be fixed by the Head of his Department or if no such period shall be so fixed upon the expiration of the maximum period of 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.

Further  
employment.

2. At some time, not more than three months and not less than one month before the completion of a full tour of thirty months' service, or, if the Head of his Department 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 engaged shall give notice in writing to the Government whether he desires to remain in its employment, and the Government shall thereupon decide whether it

single men when such quarters are available. When such quarters are not available, the person engaged will be provided with a tent or other temporary shelter, or, in certain cases, he will be granted an allowance in lieu of quarters at the discretion of the Government.

6. When travelling on duty away from his station in the Colony 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 in the Colony.

7. (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 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 from England to the Colony.

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

† 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.

This will not affect the arrangement, applicable generally to European Officers in the East African dependencies, by which a married officer, whose salary does not exceed £500 a year, is allowed to receive 1½ times the cost of his passage and to make his own arrangements for his own and his wife's passages by whatever class he wishes. This concession is now granted when the salary does not exceed £700 a year, but this is a temporary extension of the concession and may be revoked by the Government at any time with or without notice.

single men when such quarters are available. When such quarters are not available, the person engaged will be provided with a tent or other temporary shelter, or, in certain cases, he will be granted an allowance in lieu of quarters at the discretion of the Government.

6. When travelling on duty away from his station in the Colony 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 in the Colony.

7. (1) "Passage" in this agreement means a second-class passage<sup>†</sup> 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 from England to the Colony.

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

† 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.

This will not affect the arrangement, applicable generally to European Officials in the East African dependencies, by which a married officer, whose salary does not exceed £500 a year, is allowed to receive 1½ times the cost of his passage and to make his own arrangements for his own and his wife's passage by whatever class he wishes. This concession is now granted when the salary does not exceed £700 a year, but this is a temporary extension of the concession and may be revoked by the Government at any time with or without notice.

Government one month's salary, and in either case repaying the cost of his passage to the Colony.

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

12. 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 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 his work from any cause whatever without leave he shall forfeit his salary for the number of days he shall be absent from duty, and it shall be lawful for the Government to dismiss him forthwith, as for misconduct.

13. If the person engaged shall -

- (1) Disregard or without sufficient reason fail to comply with any order, standing order, or departmental instruction,
- or (2) Incapacitate himself for the performance of any of his duties by indulgence in any stimulant,
- or (3) In any manner misconduct himself;
- the Head of his Department may, after such investigation and upon such evidence as he may think fit and in addition to or in lieu of exercising

While leave of absence is not a legal right included in the Contract, the person engaged after a tour of service, or if invalidated out of the Colony before completing the tour, or if, when he is in the Colony, his engagement is terminated by reason of ill-health in accordance with the provisions of Clause 8 of the above Schedule, will be granted, so far as the exigencies of the public service permit, such leave as the Government may consider appropriate. In determining the leave (if any) to be granted, the Government will be guided by the Leave Regulations for European Officers serving on agreement in East Africa, which are printed below:

Leave Regulations for European Officers serving on Agreement in the East African Dependencies.

I. Subject to the necessities of the service, officers may, after a tour of residential service be granted vacation leave with full pay for the time necessarily taken on the journey to England, plus 3 $\frac{1}{2}$  days for each completed calendar month of residential service, and if specially detained by the Government on public grounds after the completion of a tour of 30 $\frac{1}{2}$  months' service, they may be granted vacation leave for 3 $\frac{1}{2}$  days more with full pay in respect of each completed calendar month that they may have been detained.

In the case of officers 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 $\frac{1}{2}$  days for each completed calendar month of residential

‡ 2 $\frac{1}{2}$  in respect of service in certain stations in Kenya  
Nyasaland; 3 $\frac{1}{2}$  in Somaliland.

† In Somaliland, 15 months.

- III No extension of vacation leave will be granted in the ordinary course, but in exceptional circumstances, such as continued ill health, Officers who are not returning may be granted an extension of leave at the discretion of the Secretary of State for a period not exceeding 6 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 6 calendar months, and if necessary for a further period of 6 months with half salary, or it may be extended with full pay if the Officer 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 an Officer, residential service is taken to begin on the day on which he arrives at the coast, 55 and to end on the day preceding that on which he leaves the coast for England.

55. Mombasa for Officers serving in Kenya and Uganda;  
 Chunde for Officers serving in Nyasaland, Zanzibar for  
 Officers serving in Zanzibar, Zaoze, Salaam (or Ziry) for  
 Officers serving in the Tanganyika Territory, and Aden for  
 Officers serving in Somaliland.



III No extension of vacation leave will be granted in the ordinary course, but in exceptional circumstances, such as continued ill-health, Officers who are not returning may be granted an extension of leave at the discretion of the Secretary of State for a period not exceeding 6 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 6 calendar months, and if necessary for a further period of 6 months with half salary, or it may be extended with full pay if the Officer 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 an Officer, residential service is taken to begin on the day on which he arrives at the coast, <sup>SS</sup> and to end on the day preceding that on which he leaves the coast for England.

SS. Mombasa for Officers serving in Kenya and Uganda, Chinde for Officers serving in Nyasaland, Zanzibar for Officers serving in Zanzibar, Dar es Salaam (ordinarily) for Officers serving in the Tanganyika Territory, and Aden for Officers serving in Somaliland.