

1924

223

KENYA

37876
9 AUG 24

DATE

1 August 1924

Trans not seen

REGULATION

Office

Hughley

of S.

Rly. Asiatic Staff
Conditions of Service

of S.

of S.

of State.

Submits memorandum

Previous Paper

MINUTES (within)

32467

3 NOV 1924

(2 papers)

L. G. Grindle

I have thought it best to hold over the Jaffier's drafts for the S. of S. return because

- (a) of the interest which he has taken in the matter
- (b) of the importance of making sure that the drafts correctly represent his views, &
- (c) because he shows we should not have accepted an official letter dated at a time when the S. of S. was not here.

W. G. 20.4.24

L. G. 30.4.24

Arrived 8 August 1924

3 NOV 1924

Dear General -
copy comes to Gen. Hya
Memorandum to Gen. Hya
25 May '25

Subsequent Paper

16045/25

(See also minute on Dep^y. Governor 36052/24 Kenya;
 the minutes on S. 32467/24 regarding the
 Shams-ud-Deen's interviews here, and the
 letter & despatch already sent (on this ³²⁴⁶⁷ subject)
 as a result of those interviews;

The Shams-ud-Deen's memorandum
 is full of padding and I have given up,
 after attempting, the idea of analysing it
 paragraph by paragraph. The first half
 of it is mainly historical & designed to
 prove that the Railway Asiatic Staff
 although serving on agreement are
 all intents and purposes "employees"
 as the Shams-ud-Deen put it, on the
 same footing as the permanent & non-
 pensionable staff, & that when they
 are retrenched, compensation must be
 paid to them. The second half alleges that
 the economies which are being effected by
 the fillings are being used as a cloak
 to cover the elimination of the Asiatic
 Staff from the Railway altogether. There

(See also minute on Dep^y Governor 36052/24 Kenya;
 the minutes on S. 32467/24 regarding the
 Shamu-ud Deen's interview here, and the
 letter & despatch already sent (on this ³²⁴⁶⁷ letter)
 as a result of those interviews);

The Shamu-ud Deen's memorandum
 is full of padding and I have given up,
 after attempting, the idea of analysing it
 paragraph by paragraph. The first half
 of it is mainly historical & designed to
 show that the Railway Asiatic Staff
 although serving in agreement are
 still entitled and entitled to "recognition"
 on the Shamu-ud Deen part to be on the
 same footing as the permanent and
 pensionable staff, & that when they
 are retrenched, compensation must be
 paid to them. The second half alleges that
 the economies which are being effected by
 the killing are being used as a cloak
 to cover the elimination of the Asiatic
 Staff from the Railway altogether. There

(See also minute on Dep^y Governor 36052/14 Kenya; the minutes on S. 32467/14 regarding Mr. Shams-ud-Deen's interview here, and the letter & despatch already sent (³²⁴⁶⁷on this paper) as a result of those interviews)

Mr Shams-ud-Deen's memorandum is full of padding and I have given up, after attempting, the idea of analysing it paragraph by paragraph. The first half of it is mainly historical & designed to prove that the Railway Asiatic staff, although serving on agreement, are full intents and purposes - "morally" on the same footing as the permanent and pensionable staff, & that when they are retrenched, compensation must be paid to them. The second half alleges that the economies which are being effected by the killings are being used as a cloak to cover the elimination of the Asiatic Staff from the Railway altogether. There

fact that the agreements are
 for a definite period of time
 and that they contain
 provision for the determination
 of the contract, is conclusive
 against the argument that
 such persons are permanently
 employed & the S. & S. could
 not admit that a man
 engaged under a definite
 contract had any
 claim in respect of the
 period after the expiry of
 the contract. Hence, the
 Govt. cannot admit ^{any} ~~the~~
 claim to compensation
 in the event of the abolition
 of the office of a man
 serving on agreement; and
 further, ^{when at any time} ~~it~~ is decided
 that a reduction in
 the ~~fixed~~ scales of salary
 of temporary staff is
 necessary, the Govt. cannot

agree that staff already
serving should be continued
at their present rates beyond
the period of their existing
agreements. On the contrary,
when increases of ~~the~~ salary
have been approved in the
past, they have been
applied to existing staff, who
have not been required to
continue to serve at their old
rates.

2. Gratuities The S.G.S. has
has approved of the addition of the
gratuities of the
Provident Fund Rules of the
Govt of India, mentioned in Art. 11
of the "National" of the Railway
State Union. The substance
of the draft to Govt on this matter
might be communicated to Mr
Shaw-ud-deen.

printed copy of.

3. Leave. The new leave

are on No 36052/24.

The S.G.S. went into these
with Mr Shaw-ud-deen.

considered them generous

Mr Shaw-ud-deen might
be informed that S.G.S.

does not consider that the
new leave scales furnished

are is satisfied that

the new Rules are fair and
generous to the Staff.

Neither in the interview
nor in the memo: ^{has} ~~does~~ Mr
Shaw-ud-deen protested
against the ~~most~~ reduction
of scales of salary, & in the
course of the interview on
July 17th he admitted that
in the interests of the Comy
certain economies in this
matter were necessary. See
also at foot of page 18 &
bottom of page 19. Presumably
it is not necessary to discuss
this question in relation to

to him

There remains the point

mentioned in Mr. Shaw's letter of the 1st of August - the

reservation of waiting rooms.

This point is even more complicated

than it seems; not only do some

Aerialists want access to the 1st class

accommodation, & all Aerialists

want accommodation of some sort,

but the Governor (~~the~~ when Gov^r

~~has~~ ~~the~~ ~~letter~~ regards as

'Aerialists' for location purposes)

claim the right of travelling in

coaches reserved for Aerialists. ~~But~~

the Governor will not have them.

There is a clause in the Railway

Bill which was recently considered,

which has been returned to

the Government for further consideration, giving

the Government power to

make uniform accommodation

for certain classes of persons.

It is, I think, just this

point to the Governor and for him

to give the matter careful consideration.

I suggest we write to Mr. Shaw and draw saying

that his letter of August

& memo. have been carefully considered &

that S.G.S. decision on

the Vancouver route are

(as in 1, 2 & 3 above)

Add that the Gov^r is

being asked to give

careful consideration to the

question of accommodation

at stations and to

present the S.G.S. with

his views on this matter.

? copy of the letter

to Governor. ref^d dept

of 8 August. ask for

an. as to accommodation

S.G.S.
27 x 24

As regards the waiting

rooms, we already

have a report in

Gov/2130/104 in bundle

below. We can quote
in this point the
passages marked A
& B in the Gov's
dep. on that matter.

Otherwise? aft.
for comment as proposed
and send copy of
com. to the Gov.
for information.

[I am sorry that
it has not been possible
to get this in before.]

20/16/52

Aft. for comment. Mr. De Sable
I, we must bear in mind
that the S. A. has ruled that
agreement can be an act
partly regarded as "temporary",
and care must be taken
not to carry before the
courts that they are not
temporary. But, according
to my view of the S. A.'s decision,

223
we can lay down that a
reduction by an act of parliament
for any corporation other than
the Corporation of London under
the P.F. rules, shall be never
be considered as a tax, and we
can also hold that they are
held at the end of a contract
of more than general adjustment
of policy that may be decided
upon. So Mr. De Sable's conclusion
or those points are I think sound,
because it is argued in the front
of our "Income".

Mr. Jeffries has drawn my
attention to the fact that the Gov.
may not have the 14/3 on
H.C. (27/147) 12655 as a
request for information explaining
I have been wrong in stating that
a vehicle department has been set.
As I remember the collection
which Mr. Jeffries gave to the House
the reductions were due to (a) the cost

staff due to family organization
(1) removal of inefficient. Net
staff increased owing to increased
work (1) to that extent staff is not increased
of (1) above) and only partially owing
to the replacement of those removed
under (1)

be had better, a copy on
this paper, and refer to the
H. Q. questions sent for a
clear statement

16.9.25
at once

Remind O. A. S. LF

I keep on this paper

CJ 21 5 25
at once

SHAMS-UD-DEEN

East African Indian National Congress,
Nairobi,
Kenya Colony.

[Handwritten signature]

MEMORANDUM
C. O. OBSERVATORY GARDENS,
Marseilles, FRANCE

Marseilles,
Dated the 1st August 1924.

The Right Honourable J.H. Thomas,
H.M.'s Principal Secretary of State for the Colonies,
10 Downing Street, S.W.

C. O.
37876
9 AUG 24

Sir,

In compliance with your wish to submit to you
a written Memorandum representing the case of the Asian servants
of the Uganda Railway, I herewith beg to enclose a memorandum,
which I am sorry I could not despatch from London owing the
extremely short time left at my disposal.

I also herewith enclose a copy of the printed
Memorial of the Uganda Railway employees, dated the 23rd January
1924. I presume that you are already in possession of this
Memorial but I am sending a copy in case one has not been sent
on to you. Should you require more copies, I think that you
will ^{add to} obtain the same from Mr Hy.S.Polak, the Secretary
of the Overseas Indian Association, 265, Strand. The point
under discussion begins from page 14 of the said Memorial.

The case of the Uganda Railway Asiatic employees
is also embodied and fully set out in the Joint Memorial
of the Asian Civil Service Association and the Railway Asiatic
Union, dated the 28th June 1922.

There is one point which I wanted to mention

East Africa Indian National Congress,
Nairobi,
Kenya Colony.

==S-S-R-O; OBSERVATORY-GARDENS;

CAMDEN HILL, W.S.

TEL. PARK 6847

at the interview but could not do so on account of the shortness of time and it is that the Waiting Rooms on the whole of the Uganda Railway are exclusively reserved for "Europeans only" so much so that there is not even a shelter for the African or Indian passenger while waiting for trains, which very often means the whole night, as there are no daily trains. The African generally (scrawl under neath the various buildings erected on pillar, but the Indian passenger who can not perform this feat are left to the mercy of inclement weather in the open for hours especially when ^{have had} they travel long distances to catch a train. This happens to even first class Indian passengers.

I should be obliged if you will kindly let me know the result of your decision in the matter because not only the Asian Railway Employees but the whole Indian community is awaiting your decision as the final Court of Appeal as there is a very strong feeling abroad that there is much more deep in the move of treating Indians in this manner, than appears on the surface which is being carried out under the guise of economy. In plain language it simply amounts to this : the European officials and non officials combined together say to the Indian, " you want equal rights with the European". " Before you get any thing of the kind we will see that you are out of this country by employing all means and

SHAMS-UD-DEEN,

London Address:9 & 10, OBSERVATORY GARDENS,
CAMDEN HILL, W.8TEL. PARK 6847

East Africa Indian National Congress,
Nairobi,
Kenya Colony.

methods in our power, namely, by depriving you of all positions, that you hold in the Government, Railway or outside, by introducing immigration laws and by applying pressure in every walk of life wherever it is possible".

It is rather strange coincidence that all these economic moves and novel laws should have been commenced with a feverish heat just after the defeat of the Indian delegation to London last year which defeat was brought upon by threats of violence and insurrection by the White Settlers.

I also wish to ask if you have any objection to my utilizing the Memorandum sent herewith and also the conversation that took place between ourselves at the interview on Monday last.

The interview was certainly ^{not} of the confidential nature nor did I give any undertaking that the conversation would be kept private. I hope to send you the substance of what I think took place with the request that you will be pleased to confirm it should you find it correct.

My Indian address will be as follows:-

Shams-ud-Deen
Sadat Manzil,
Chhatra Murti Bakir,
Lahore.

Yours faithfully

Shams-ud-Deen

NOT A KENYA QUESTION

MEMORANDUM

Explaining the conditions of the Asian Civil Service in Kenya and especially the manners and methods which are being adopted on the Uganda Railway, the largest employer of Asiatics, not only to squeeze every British Indian out of the service, but to rob the old employee of large sums of money due to them, by rights and privileges, solemnly promised to them in the form of definite Rules and Regulations during the past 20 years.

History

The construction of the Uganda Government Railway was, not as a commercial proposition, but as a strategic move, commenced in the year 1895.

Enterprise
to construct
for want of

Prior to this, a private Company had undertaken the work but abandoned the worked after having constructed three or four miles only, of ~~metre~~ gauge railway, owing to the impossibility of obtaining labour.

Ability of any
native labour

At this time, the employment of any kind of local labour was merely an impossibility. The natives of Hinterland were in such a savage and wild condition, that the very sight of any men from the civilised world was enough to make them run miles away, and there were quite a number of cases of persons being molested and murdered, when found alone by the natives. There was a limited number of natives in Mombasa harbour, but even these had no great love for work, and it was not infrequent that steamers had to wait for weeks and months to divest themselves of the cargo intended for Mombasa.

of the country
animals and
ence in the
ry.

The country was infested with wild animals, mosquitoes, tsetse fly and jiggers and various kinds of diseases and epidemics were rampant in the country.

A Jigger is an insect which is the cause of a special kind of plague, limited to East Africa. The insect penetrates the skin, mostly hands and feet, lays its

NOT A KENYA QUESTION

MEMORANDUM

Explaining the conditions of the Asian Civil Service in Kenya and especially the manners and methods which are being adopted on the Uganda Railway, the largest employer of Asiatics, not only to squeeze every British Indian out of the service, but to rob the old employee of large sums of money due to them, by rights and privileges, solemnly promised to them in the form of definite Rules and Regulations during the past 20 years.

History

The construction of the Uganda Government Railway was, not as a commercial proposition, but as a strategic move, commenced in the year 1895.

Enterprise
to construct
way for want of
ur.

Prior to this, a private Company had undertaken the work but abandoned the work after having constructed three or four miles only of ~~narrow~~ gauge railway, owing to the impossibility of obtaining labour.

possibility of any
of native labour
1898

At this time, the employment of any kind of local labour was merely an impossibility. The natives of Hinterland were in such a savage and wild condition, that the very sight of any men from the civilised world was enough to make them run miles away, and there were quite a number of cases of persons being molested and murdered, when found alone by the natives. There was a limited number of natives in Mombasa harbour, but even these had no great love for work, and it was not infrequent that steamers had to wait for weeks ~~and months~~ to divert themselves of the cargo intended for Mombasa.

bers of the country
and animals and
illness in the
country.

The country was infested with wild animals, mosquitoes, tsetse fly and jiggers and various kinds of diseases and epidemics were rampant in the country. ~~fff~~

fff

A Jigger is an insect which is the cause of a special kind of plague, limited to East Africa. The insect penetrates the skin, mostly hands and feet, lays its

fff

Sleeping sickness was common in many parts of Uganda and the bubonic plague has been definitely traced to have existed in East Africa for ~~centuries~~ ^{generations}.

Indian labour and
it was imported

It was under these conditions, that the Government decided to recruit labour and subordinate staff from India. The action of the Government was not actuated by any love for Indian labour, or by any idea of benevolence. They had already exhausted all other means of obtaining labour and, I believe China was also tried, but no labourer could be had there for the then Dark Continent.

§§§ continued from foot note previous page.

eggs and forms a cavity with extraordinary rapidity and if not detected and extracted promptly leads in many cases to serious complications, as the result of blood poisoning. Even after the insect has been extracted, very irritating pain is suffered by the patient for quite a few days and if not properly looked after by the use of antiseptics the pain and ulcers last for months, and in some exaggerated cases amputation of the affected limb becomes necessary. In many instances, as many as 100 or more jiggers were discovered to have found their way to the human body within the course of a day. A very large number of Indian labourers

All labour and the subordinate staff were engaged on a three years' contract. Subordinate officials for employment by the Government in East Africa and Uganda were likewise brought out from India, on a three years' contract.

During the period of five years, 1895-1900 thousands of Indians lost their lives by the ravages of disease ^{Some Beavers} and being devoured by lions. Painful stories of the numerous victims of lions including Mr. Ryall the Superintendent of Police, who went out shooting lions, but was dragged out of the first class railway carriage and torn to pieces by the lion he had gone to hunt, can be read in Colonel Patterson's "Man-eaters of Tsavo".

There was a general strike of all working classes and subordinate officials employed on the railway, both Indians and Europeans, in 1900, owing

§§§ suffered from this pest to such an extent that they had to be invalided to India.

as of Indian life
man-eaters and
sease

eral strike and
page of construc-
nal work

to the misleading nature of contracts which the employees were made to sign, in England or in India, under ignorance of the local conditions. The nature of free quarters, promised in the agreements and the cost of living in the country not being disclosed in the said contract. After some weeks complete stoppage of ~~railways~~ the entire work of railway construction, the Railway Administration after intervention by Sir Arthur Hardinge, the then Commissioner of the Protectorate, granted quarter and provision allowance to the subordinate staff, and the work was resumed.

ention of perman-
staff on comple-
n of construction
railway.

In 1903 the construction of the Uganda railway having been completed, the line was thrown open to public traffic, and the services of the construction staff, both European and Indian, were terminated in accordance with the terms of their contract, ~~the services of~~ ^{and} only such selected members of staff were retained for the maintenance ~~work~~ and running of the open line, ~~and~~ ^{as a} ~~was~~ ^{sup} considered to be competent and necessary for the permanent establishment, their emoluments being charged to the Revenue of the Railway.

Not only were all temporary allowances granted

distinction between temporary and permanent staff

during the construction stopped, but the Salaries were considerably reduced in consideration of the employee being placed on the permanent establishment of the Railway. They were still at this period a limited number of men whose wages were charged to capital works,; they were treated as temporary staff and continued to receive all the temporary allowances. This method distinguished the permanent staff from the temporary and it has been continued up to this date.

rules and regulations scale of salary permanent staff reduced

During the year 1903, with the commencement of the permanent establishments, elaborate rules and regulations were introduced and enforced by which the salaries of the staff were graded and a scale of gradual increments, (which were exceptionally slow in the case of Asiatics) ~~introduced~~ ~~arranged~~ were decided and the leave and passage rules were also published. There were two different sets of these regulations, one being applicable to European staff and the other to the Asian. ~~Thus~~ these allowances and other privileges granted to the European staff were so different, liberal,

ation between
emporary and
ent staff

during the construction stopped, but the Salaries were considerably reduced in consideration of the employee being placed on the permanent establishment of the Railway. They were still at this period a limited number of men whose wages were charged to capital works, they were treated as temporary staff and continued to receive all the temporary allowances. This method distinguished the permanent staff from the temporary and it has been continued up to this date.

and regulations
ale of salary
manent staff
uced

During the year 1903, with the commencement of the permanent establishments, elaborate rules and regulations were introduced and enforced by which the salaries of the staff were graded and a scale of gradual increments, (which were exceptionally slow in the case of Asians) ~~xxxxxx~~ ~~xxxxxx~~ were decided and the leave and passage rules were also published. There were two different sets of these regulations, one being applicable to European staff and the other to the Asian. ~~These~~ these allowances and other privileges granted to the European staff were so different, liberal,

and ~~was~~ disproportionate to those granted to the Asians that there can be no comparison between them.

In the year 1909, during the regime of the late Mr. H.A.F. Currie, ^{an exceptionally able} ~~who was admitted~~ the ~~object~~ of all the Managers, the Uganda railway has had introduced the Provident Fund and the Gratuity Rules which were almost the exact reproduction of the similar rules in force on the Indian Government railways. This measure was intended to be the equivalent of pensions granted to the staff in the service of the Government.

Up to 1922 ^{There was} ~~Following~~ the period of peace, contentment, and the happiest of relations between the employer and the employees, were the feature of the Uganda Railway service, with only the exception of the small unpleasant incident which occurred just before the commencement of the War, when the Indians employed in the Workshops of Nairobi struck work for about a week or so, owing to the extremely bad rations and quarters etc., which were given to them at this time. This however was amicably settled without much trouble.

During the war as the cost of living increased Sir Alfred Lascelles was appointed by the British Government, to go to Kenya, to enquire into the

Provident Fund and Gratuity Rules introduced in 1909 by H.A.F. Currie.

contentment

Sir Alfred Lascelles to investigate and recommend a course.

actual increase in the cost of living. On the recommendation of Mr Alfred Lascelles, a War bonus varying from £40 to £120 per annum in case of Europeans and £16 to £40 in the case of Asians was added to the salaries of the employees throughout the service.

of war bo-
to Euro-
Indians.

An unmarried European drawing £200 to £299 received £30 and a married European drawing the same salary received £20 per annum, and an unmarried Indian drawing £240 and upwards received £16 and a married Indian drawing the same salary received £16 per annum. After the War, the war bonus was added to the permanent emolument and both the Europeans and Indian individual employees received the increase of pay in proportions mentioned above.

of Kenya
and the
rate 50%
allowance
tion to

In the year 1920 when the value of the Indian rupee which was then the currency of Kenya, rose as high as two shillings and eightpence. The Kenya Colony fixed its currency at 2/- per rupee, and an additional temporary allowance equivalent to 50% of the salaries was granted to the employees on the definite understanding that it was purely a temporary allowance and was not liable to re-evaluation in the event of a rise in rupee prices, and that it would disappear automatically when the prices fell one-third below the price level prevailing at the time.

actual increase in the cost of living. On the recommendation of Sir Alfred Lascelles, a War bonus varying from £40 to £120 per annum in case of Europeans and £16 to £40 in the case of Asians was added to the salaries of the employees throughout the service.

City of war bo-
to Euro-
Indians.

As unmarried European drawing £200 to £ 99 received £60 and a married European drawing the same salary received £120 per annum, whereas an unmarried Indian drawing £240 and upwards received £16 and a married Indian drawing the same salary received £32 per annum. After the War, the war bonus was added to the permanent emolument and both the Europeans and Indian individual employees received the increase of pay in proportions mentioned above.

of Kenya
and the
rate 50%
allowance
on to

In the year 1960 when the value of the Indian rupee which was then the currency of Kenya, rose as high as two shillings and eightpence. The Kenya Colony fixed the currency at 2/- per rupee, and an additional temporary allowance equivalent to 20% of the salaries was added to Indians. This was on the definite understanding that it was to be a temporary allowance to be discontinued if the price of goods rose as the result of the increase in the price, and that it would disappear automatically if and when the prices fell. This allowance was not provided at the time.

ing to com-
ate Indian
oyees for
as effect
exchange

No such consideration was, however, extended to the Indian staff, although they suffered heavily at the time of fixation of the local currency.

temporary
rance taken
from Euro-
e on fall
ices.

In 1922 the price of the rupee having again dropped to 1/4 the question of the 50% allowance given to Europeans was reconsidered, according to the original intention, and 25% i.e. half of the allowance (which amounted to one-sixth of the total ^{sum} paid) was taken away from the European employees.

ean agita-
for reduc-
of substan-
salaries
esponding
duction of
ean tempo-
allowance.

It was at this period that the agitation commenced in European quarters to the effect that half of the temporary allowance of Europeans having been taken away, a corresponding reduction should be made in the substantial salaries of the Asiatics, because the value of the rupee having dropped, they (the Indians) benefitted by the favourable exchange, although as stated above, when the exchange affected Indians adversely, no consideration for any compensation was given to them, as in the case of Europeans.

in Council
ting rupees
florins

By Order in Council of 1920 and 1921, the rupee was changed into florins (at $\frac{2}{-}$ per florin) and all liabilities in rupees were consequently converted into florins, e. g. the Government taxes, fees, railway fares and other charges were changed into florins and the same applied to private individuals, e.g. anyone liable to pay Rs 150 had to pay Fl. 75. Individual debts and liabilities

ings to com-
pate Indian
loyees for
the effect
exchange

No such consideration was, however, extended to the Indian staff, although they suffered heavily at the time of fixation of the local currency.

temporary
allowance taken
from Euro-
peans on fall
prices.

In 1922 the price of the rupee having again dropped to 1/4 the question of the 50% allowance given to Europeans was reconsidered, according to the original intention, and 85% i.e. half of the allowance (which amounted to one-sixth of the total paid) ^{amount} was taken away from the European employees.

European agita-
tion for reduc-
tion of substan-
tial salaries
responding
reduction of
European tempo-
rary allowance.

It was at this period that the agitation commenced in European quarters to the effect that half of the temporary allowance of Europeans having been taken away, a corresponding reduction should be made in the substantial salaries of the Asiatics, because the value of the rupee having dropped, they (the Indians) benefited by the favourable exchange, although as stated above, when the exchange affected Indians adversely, no consideration for any compensation was given to them, as in the case of Europeans.

in Council
fixing rupees
florins

By Order in Council of 1920 and 1921, the rupee was changed into florins (at 8/- per florin) and all liabilities in rupees were consequently converted into florins, e. g. the Government taxes, fees, railway fares and other charges were changed into florins and the same applied to private individuals, e. g. anyone liable to pay Rs 150 had to pay Fl. 180. Individual debts and liabilities

~~Amount~~ hundreds of thousands rupees were converted into an equal number of florins.

In the middle of 1922, the local Economic and Finance Committee recommended by a majority that the salaries of all Asians should be reduced by one-sixth. This was intended to be done by a stroke of the pen, and the estimates of 1923 were prepared accordingly. The Secretary of State however, seeing the gross injustice of the step, turned down the scheme.

In the same year 1922, General Sir Edward Northey asked General Smuts to send a man from South Africa, to take charge of the Uganda Railway administration and to overhaul the whole system.

Mr G.L.N. Felling was recommended by General Smuts and took over charge on the 1st January 1923.

Having come from South Africa, of course, he had no experience of having ever handled Indian labour and staff, and being completely indifferent to the conditions and circumstances, under which the Indian staff had commenced service on the Uganda railway, he began with wholesale retrenchments of Asian clerical staff and artisans.

The plea of economy and also of replacing Asians by Africans was made the justification for these retrenchments. This was apparently sound policy and

Economic &
Finance Committee
recommends one-
sixth cut of Indian
salaries.

General Smuts asked
to send a manager
from South Africa

General Smuts
arrives

lack of
labour
experience
disregard
services,
difficult
conditions.

~~Amounting to~~ hundreds of thousands rupees were converted into an equal number of florins.

In the middle of 1922, the local Economic and Finance Committee recommended by a majority that the salaries of all Asians should be reduced by one-sixth. This was intended to be done by a stroke of the pen, and the estimates of 1923 were prepared accordingly. The Secretary of State however, seeing the gross injustice of the step, turned down the scheme.

In the same year 1922, General Sir Edward Northey asked General Smuts to send a man from South Africa, to take charge of the Uganda Railway administration and to overhaul the whole system.

Mr G.L.N. Felling was recommended by General Smuts and took over charge on the 1st January 1923.

Having come from South Africa, of course, he had no experience of having ever handled Indian labour and staff, and being completely indifferent to the conditions and circumstances, under which the Indian staff had commenced service on the Uganda railway, he began with wholesale retrenchments of Asian clerical staff and artisans.

The plea of economy and also of replacing Asians by Africans was made the justification for these retrenchments. This was apparently sound policy and

policy of economy challenged, not applied to European staff who increase in number.

no one could challenge it. Mr Felling's action in getting rid of about 368 Indians out of a total number of 2088 was greatly applauded by the white settlers, among whom no doubt Mr Felling ^{has become} ~~became~~ very popular. Mr Felling's economic move did not however permit the European staff being touched. ~~They~~ were on the contrary increased from 296 to 315.

European employee at a salary at least reached Indian after 20 years.

It has been admitted that the Asian who after very- 20 or 30 years' service reached the top of scale by extremely slow increments drew lesser salary than a European entering the service on the lowest scale. It has also been admitted that the salaries and the numerous allowances paid to Europeans were so large that according to figures, compiled by the Colonial Secretary, and quoted in the session of the Legislative Council on 18th October 1921, that on the basis of the same ^{data and} qualifications, a European in the first ten years cost the Government £4023 as against £2246 for the non-European.

efficient in costs the amount half of a European year does

of gratuity.

According to the Provident Fund Gratuity Rules which were introduced on the Uganda Railway in 1909, an employee, after fifteen years continuous and approved service was entitled to a gratuity at the rate of half a month's salary for every year's service.

These rules were borrowed ~~and~~ en bloc, from the

icy of economy challenged, not applied to European staff who increase in number.

no one could challenge it. Mr Felling's action in getting rid of about 368 Indians out of a total number of 2068 was greatly applauded by the white settlers, among whom no doubt Mr Felling ^{has become} ~~became~~ very popular. Mr Felling's economic move did not however permit the European staff being touched. ~~They~~ ^{They} were on the contrary increased from 296 to 315.

European employee
 gets at a salary
 at least reached
 Indian after 20
 30 years.

It has been admitted that the Asian who after very- 20 or 30 years' service reached the top of scale by extremely slow increments drew lesser salary than a European entering the service on the lowest scale. It has also been admitted that the salaries and the numerous allowances paid to Europeans were so large that according to figures, compiled by the Colonial Secretary, and quoted in the session of the Legislative Council on 18th October 1921, that on the basis of the ^{same and} same qualifications, a European in the first ten years cost the Government £4023 as against £2246 for the non-European.

fully efficient
 than costs the
 amount half of
 a European
 employee less

of gratuity.

According to the Provident Fund Gratuity Rules which were introduced on the Uganda Railway in 1909, an employee, after fifteen years continuous and approved service was entitled to a gratuity at the rate of half a month's salary for every year's service.

These rules were borrowed ~~and~~ en bloc, from the

vident Fund & Gratuity Rules introduced in 1909 but become obsolete for lack of revision

rules in force on Indian Government Railways, but ^{since} their production in 1909 they were never revised or brought up to date with Indian railway rules. In 1909 there was no provision as to the amount of gratuity that an employee would be entitled to, on being retrenched for reasons of economy, and although Indian railways have ^{since} revised their rules in this respect, no change has taken place in the Uganda Railway rules.

by Lord Inchoape's committee treated retrenched staff of Indian railways.

The Indian railway staff, in India, affected by the heavy retrenchments recommended by Lord Inchoape's committee have been treated in a very honourable and generous manner in the way of due consideration being given to the privileges which they would have earned, had their career not been interrupted for no fault of theirs, but for reasons of economy.

Felling ruthlessly retrenched Indian staff without giving any compensation or gratuity.

The Uganda Railway administration however, under the regime of Mr Felling, ruthlessly retrenched Asians who had put in long service, but had not yet reached the fifteen years limit, without paying them a single penny of proportionate gratuity, which these unfortunate victims were led to believe they were earning every year.

This is not all. A further attempt is now being made, practically to wipe off the whole of the

vident Fund & Gratuity Rules introduced on Indian Railways in 1909, but become obsolete on lack of revision

rules in force on Indian Government Railways, but ^{since} their introduction in 1909 they were never revised or brought up to date with Indian railway rules. In 1909 there was no provision as to the amount of gratuity that an employee would be entitled to, on being retrenched for reasons of economy, and although Indian railways have revised their rules in this respect, ^{and} no change has taken place in the Uganda Railway rules.

Lord Inchcape's Committee treated retrenched staff on Indian railways.

The Indian railway staff, in India, affected by the heavy retrenchments recommended by Lord Inchcape's committee have been treated in a very honourable and generous manner in the way of due consideration being given to the privileges which they would have earned; had their career not been interrupted for no fault of theirs, but for reasons of economy.

Felling ruthlessly retrenches Indian staff without giving any compensation or gratuity.

The Uganda Railway administration however, under the regime of Mr Felling, ruthlessly retrenched Asiatics who had put in long service, but had not yet reached the fifteen years limit, without paying them a single penny of proportionate gratuity, which these unfortunate victims were led to believe they were earning every year.

This is not all. A further attempt is now being made, practically to wipe off the whole of the

a pistol to
heads - accept
salary or
about any privi-

Indian Staff with long service, by holding a pistol
in their faces in the form of reduction of salary
corresponding to the reduction of European temporary
allowance i.e one-sixth of the substantial salary.
The employee must either accept the reduced salary
or he must go without any gratuity unless, of course,
he has already completed the fifteen years.

of these
of 3 years
and their
is.

Mr Felling has found out an ingenious method to
accomplish this end. In the commencement of this
memorandum it was stated that in the early history
of the railway construction the employees were made
to enter into written contracts for three years.
This was to insure a period of service in consideration
of the expenses incurred by the railway in bringing
an employee out from India or England, as otherwise
the railway in the absence of any security deposits
being in their hands for the completion of the minimum
period of service, could not be insured against an
employee leaving the service directly after he landed
in East Africa. These agreements have been, as a
matter of course, renewed automatically after the
completion of each term of three years.

A

A ?

The need for such contracts, in fact, ceased to
exist in 1909, when according to the Provident Fund
and Gratuity Rules, every employee contributed one-
twelfth of his salary towards the Provident Fund, which

year contract
continued
nearly after
of the line
establishment
manent staff.

a pistol to
heads - accept
salary or
about any privi-

Indian Staff with long service, by holding a pistol
in their faces in the form of reduction of salary
corresponding to the reduction of European temporary
allowance i.e one-sixth of the substantial salary.
The employee must either accept the reduced salary
or he must go without any gratuity unless, of course,
he has already completed the fifteen years.

of the
of 3 years
and their
etc.

Mr Pelling has found out an ingenious method to
accomplish this end. In the commencement of this
memorandum it was stated that in the early history
of the railway construction the employees were able
to enter into written contracts for three years.
This was to insure a period of service in consideration
of the expenses incurred by the railway in bringing
an employee out from India or England, as otherwise
the railway in the absence of any security deposits
being in their hands for the completion of the minimum
period of service, could not be insured against an
employee leaving the service directly after he landed
in East Africa. These agreements have been, as a
matter of course, renewed automatically after the
completion of each term of three years.

A

A

The need for such contracts, in fact, ceased to
exist in 1909, when according to the Provident Fund
and Gratuity Rules, every employee contributed one-
fourth of his salary towards the Provident Fund, which

year contract
continued
necessarily after
of the line
establishment
permanent staff.

the employee is liable to forfeit, together with his gratuity if he left or deserted the service without at least completing three years' service in consideration of his passage money being paid by the railway.

of the 3 years
at system

But now a very undue, almost dishonest, advantage is being taken of this practice of renewal of three years' agreement, which is continued unnecessarily after the opening of the railway and after the staff being ~~paid~~^{placed} on the permanent establishment rolls.

described by
as as "Tem-
was on the
at establish-
1. of the

It is on the strength of this practice of renewal of agreements, that Mr. Thomas in reply to a question in the House of Commons, by Lieut. Col. Meyler on the 16th June 1924 described the circumstances of the 368 retrenched Indian staff as "temporary engagement" that had "expired", and also on the same day in reply to another question by Sir Robert Hamilton, Mr Thomas stated that these 368 men were not permanent officials and further described the termination of their services as "non-renewal of temporary engagements". Almost all these men were on the permanent establishment roll of the railway, and were led to believe year after year since their very appointment, that they were, as they really were, on the permanent staff.

It is on the strength of this wrongly and unnecessarily continued practice of renewal of agreement that

the employee is liable to forfeit, together with his gratuity if he left or deserted the service without at least completing three years' service in consideration of his passage money being paid by the railway.

But now a very undue, almost dishonest, advantage is being taken of this practice of renewal of three years' agreement, which is continued unnecessarily after the opening of the railway and after the staff being ~~paid~~^{placed} on the permanent establishment rolls.

It is on the strength of this practice of renewal of agreements, that Mr. Thomas in reply to a question in the House of Commons, by Lieut. Col. Meyler on the 16th June 1924 described the circumstances of the 366 retrenched Indian staff as "temporary engagement" that had "expired", and also on the same day in reply to another question by Sir Robert Hamilton, Mr Thomas stated that these 366 men were not permanent officials and further described the termination of their services as "non-renewal of temporary engagements". Almost all these men were on the permanent establishment roll of the railway, and were led to believe year after year since their very appointment, that they were, as they really were, on the permanent staff.

It is on the strength of this wrongly and unnecessarily continued practice of renewal of agreement that

of the 3 years
at system

scribed by
as an "Tem-
was on the
establish-
l. of the

after the expiration of each of the present agreements the employee is being treated as newly appointed and is being given the option of either entering into a fresh agreement on reduced salary or of going without any privileges.

It amounts to a regular game of see-saw, for these poor Indian employees in having been first allowed to climb the ladder by slow increments, then being pulled down suddenly by one jerk and being asked to climb up again. Could an employee have possibly any faith in the employer who behaved in this extraordinary fashion?

Even this is not all, Mr Felling, the ^{deputy} ~~deputy~~ of General Smuts and the idol of white settlers, who are so anxious to bring about South African state of affairs in every walk of life in Kenya, has a further scheme to crush the Indian staff completely out of existence. He intends to ^{bring} ~~put~~ about a further economy by curtailing the ^{rights} ~~rights~~ and privileges of the Asian employees as regards the ^{leave} ~~leave~~ leave and passages granted to them after three years or more.

The Duke of Devonshire in his despatch Kenya No. 1619 dated ~~22nd~~ ^{7th} November 1922 turned down the proposed alteration in the leave and passage rules as he saw

renewal of 3
contract is
construed as
appointments.

see-saw.

ing a deputy
General Smuts and
white settlers
other card up
rove.

the exclusion
Asian staff aimed

Devonshire's
leave and
rules.

after the expiration of each of the present agreements the employee is being treated as newly appointed and is being given the option of either entering into a fresh agreement on reduced salary or of going without any privileges.

It amounts to a regular game of see-saw, for these poor Indian employees in having been first allowed to climb the ladder by slow increments, then being pulled down suddenly by one jerk and being asked to climb up again. Could an employee have possibly any faith in the employer who behaved in this extraordinary fashion?

Even this is not all, Mr Felling, the ^{Selection} ~~Deputy~~ of General Smuts and the idol of white settlers, who are so anxious to bring about South African state of affairs in every walk of life in Kenya, has a further scheme to crush the Indian staff completely out of existence. He intends to ~~put~~ ^{bring} about a further economy by curtailing the ^{rights} ~~rights~~ and privileges of the ^{Asian} ~~Asian~~ staff aimed at leave and passages granted to them after three years or more.

The Duke of Devonshire in his despatch Kenya No. 1819 dated ~~24th~~ ^{12th} November 1922 turned down the proposed alteration in the leave and passage rules as he saw

renewal of contract is construed as appointments.

see-saw.

ing a deputy of General Smuts and the idol of white settlers their card up

o exclusion of staff aimed

Devonshire's on leave and rules.

no reason for any differentiation between the similar rules applicable to the Asian staff in the Civil Service of the Colony and those of the Railway employee, and consequently suggested a uniformity in the leave and passage rules for both branches of the service.

ference between
staff in the
Service of the
Government and the
employee of the
Railway.

³⁰⁵ In the clerical staff of the ^{Colonial} Civil Service, and the Uganda Railway are of exactly the same ^{strength} standard of efficiency. No qualifications, educational or otherwise, are required for entering the Civil Service and it is merely a matter of choice or opportunity that an Asian takes up employment in the railway or the Civil Service. The only material difference is that the employee in the Civil Service receives pension after long service and the railway employee gets the bonus from Provident Fund and the Gratuity. All other conditions of both branches of the service, under one and the same Government, are identical, but Mr Felling finds ^{The Railway} that Asian staff so inarticulate and unable to offer any resistance that he goes to the ^{extent} expense of reducing the prospects of the Asian service to such an ^{extreme} ~~absurdity~~ that it would be virtually impossible for anyone to continue service ^{on the Railway.}

3
Felling finds
Asian staff
weakest and
owns the line
east resis-
e.

The prospects of the Asian service on the Uganda Railway consist of two main considerations: one is

no reason for any differentiation between the similar rules applicable to the Asian staff in the Civil Service of the Colony and those of the Railway employee, and consequently suggested a uniformity in the leave and passage rules for both branches of the service.

~~But~~ ^{Colonial} In the clerical staff of the Civil Service, and

ference between
staff in the
Service of the
Government and the
employee of the
Railway.

the Uganda Railway are of exactly the same ~~strength~~ ^{prescribed} standard of efficiency. No qualification, educational or otherwise, are required for entering the Civil Service and it is merely a matter of choice or opportunity that an Asian takes up employment in the railway or the Civil Service. The only material difference is that the employee in the Civil Service receives pension after long service and the railway employee gets the bonus from Provident Fund and the Gratuity. All other conditions of both branches

of the service, under one and the same Government, are identical, but Mr Felling finds ^{The Railway} that Asian staff

finding finds
Asian staff
weakest and
shows the line
east resis-
e.

so inarticulate and unable to offer any resistance that he goes to the ^{extreme} ~~expense~~ of reducing the prospects of the Asian service to such an ^{extreme} ~~abysmal~~ that it would be virtually impossible for anyone to continue service ^{on the Railway.}

The prospects of the Asian service on the Uganda Railway consist of two main considerations: one is

reference between ^{established and recognized} contractual rights namely the salary earned and quarters etc., the others are the privileges and privileges. promised and embodied in the general rules and regulations as regards leave and passage ~~and~~ and ~~scale~~ of increments. Any violation of the former, naturally leads to litigation in a Court of Law, but the employee is completely in the hands of the Manager if he chooses to break faith in respect of the privileges, which can never be claimed as rights. Any honourable Government or individual, as a rule, is concerned to avoid a breach of faith equally as he would a breach of contract. But with the present administration of the Uganda Railway, the former consideration does not count.

As regards the three years' contract, there is a provision that the services can be terminated by one month's notice on either side. ^{Economic and} ~~The predecessors~~ ^{Finance Committee upon which the White settler influence was predominant,} ~~considering~~ tried to take advantage of this provision and proposed to bring about the one-sixth cut in ~~the~~ 1922, threatening the employee with a month's notice if he did not accept the reduced salary. ^{The} ~~Colonial~~ ^{Secretary of State for the Colonies} Secretary, however, saw the unfairness of this step and turned it down. This is really the third attempt that is now being made, the only difference being that instead of terminating the contract by a month's

ous attempts
ke advantage
years contracts
d down by
ous Colonial
staries.

ference between
rights and privileges.
Railways employ-
ees and the breach
of faith by the
Company.

the ~~contractual~~ ^{established and recognized} rights namely the salary earned and quarters etc., the others are the privileges promised and embodied in the general rules and regulations as regards leave and passage ~~and~~ and scales of increments. Any violation of the former, naturally leads to litigation in a Court of Law, but the employee is completely in the hands of the Manager if he chooses to break faith in respect of the privileges, which can never be claimed as rights. Any honourable Government or individual, as a rule, is concerned to avoid a breach of faith equally as he would a breach of contract. But with the present administration of the Uganda Railway, the former consideration does not count.

As regards the three years' contract, there is a provision that the services can be terminated by one month's notice on either side. The ^{Economic and} ~~Finance~~ ^{Committee} upon which the ^{White settler} ~~influence~~ ^{was predominant,} ~~was~~ tried to take advantage of this provision and proposed to bring about the one-sixth cut in the 1922, threatening the employee with a month's notice if he did not accept the reduced salary. The ^{Colonial} ~~Secretary~~ ^{Secretary of State for the Colonies}, however, saw the unfairness of this step and turned it down. This is really the third attempt that is now being made, the only difference being that instead of terminating the contract by a month's

ous attempts
to take advantage
of the three years
contracts
and to bring
them down by
reducing Colonial
salaries.

ly of the new
m of reduction
salaries by hap-
rd methods.

notice, during its currency it is being left till the three years' have expired. By this means, there are some unlucky persons, whose contracts expire directly after the introduction of the one-sixth cut, whereas the others are lucky enough in being left unmolested for two or three years according to the date on which the last contract was entered into. Consequently, there are many junior subordinates who draw bigger salaries than their seniors, whose salary has been reduced immediately by reason of the expiration of their contracts before those of their juniors.

elling's report
nt on danger
lic safety
result of his
ic moves.

My Felling in drawing up his report for the year 1922 has carefully embodied a number of comparative statements wherever they are favourable to his period of administration, but has carefully avoided a comparison between the number of accidents in 1923 and the previous years. There is another very important point on which his report is completely silent, viz. the "averted collisions" during the year 1923. There have been at least two public prosecutions against natives and Indian stationmasters who had been committed for their omission of duty resulting in very narrowly averted collisions, and it is understood there have been also other narrow escapes of this description, which have ^{not} never been brought to light.

age may have to
aid for by loss
human life

ly of the new
m of reduction
laries by hap-
d methods.

notice, during its currency it is being left till the three years' have expired. By this means, there are some unlucky persons, whose contracts expire directly after the introduction of the one-sixth cut, whereas the others are lucky enough in being left unmolested for two or three years according to the date on which the last contract was entered into. Consequently, there are many junior subordinates who draw bigger salaries than their seniors, whose salary has been reduced immediately by reason of the expiration of their contracts before those of their juniors.

ling's report
t on danger
blic safety
result of his
tic moves.

My Felling in drawing up his report for the year 1922 has carefully embodied a number of comparative statements wherever they are favourable to his period of administration, but has carefully avoided a comparison between the number of accidents in 1923 and the previous years. There is another very important point on which his report is completely silent, viz. the "averted collisions" during the year 1923. There have been at least two public prosecutions against natives and Indian stationmasters who had been committed for their omission of duty resulting in very narrowly averted collisions, and it is understood there have been also other narrow escapes of this description, which have never been brought to light.

the way here to
aid for by 1088
man life

It is evident that Mr Felling's eagerness for ¹⁸ ~~249~~

vings may have to economy by precipitating the installation of inex-
paid for per-
loss of human -perienced natives into positions of responsibility,
fe. effecting the safety of human life and property and
his methods of engaging cheap ~~and~~ and equally inex-
-perienced Indian staff, may one day result in very
heavy loss of life and these economies may have to
paid for very heavily.

Indian employee
sucked orange.
-way realises that he is a sucked orange and must
inevitably make room for the native soil, but even
a sucked orange is not thrown about indiscriminately.
~~and~~ Any unwise haste in this direction and disregard
of the established moral obligations are niether
consonant with commercial prudence on the one hand
or regard for honourable dealing on the other.

objection to
plans being
retrrenched to
room for
ives.
The Indians have never raised objection to the
training of Africans to fill positions at present
held by them nor do they object, of course, to
economies being effected in the working of the
Railway. In point of fact, the Indian has materially
and actively help^{ed} to train Africans in all workshops,
and Indian contractors and builders in Kenya employ
African skilled labour in preference to Indians.

Plans have
ained Natives
Indian
loyer, himself
loys African
preferenceto
ians
at altruistic
gard but law
economy
This is not altruistic regard for the African
Natives. It is the operation of normal economic
influences.

at does the
ian want ?
All the Indian asks is that the rights and privi-
-leges of the retrrenched staff should be respected

It is evident that Mr Felling's eagerness for ¹⁸ 249

ings may have to economy by precipitating the installation of inex-
paid for
loss of human
e.
-perienced natives into positions of responsibility,
effecting the safety of human life and property and
his methods of engaging cheap ~~and~~ and equally inex-
-perienced Indian staff, may one day result in very
heavy loss of life and these economies may have to
paid for very heavily.

Indian employee
sucked orange.
The Indian in the employe of the Uganda Rail-
-way realises that he is a sucked orange and must
inevitably make room for the native soil, but even
a sucked orange is not thrown about indiscriminately.
~~and~~ Any unwise haste in this direction and disregard
of the established moral obligations are niether
consonant with commercial prudence on the one hand
or regard for honourable dealing on the other.

objection to
ans being
renched to
re room for
ives.
The Indians have never raised objection to the
training of Africans to fill positions at present
held by them nor do they object, of course, to
economies being effected in the working of the
Railway. In point of fact, the Indian has materially
and actively help^d to train Africans in all workshops,
and Indian contractors and builders in Kenya employ
African skilled labour in preference to Indians.

ans have
ned Natives
Indian
oyer, himself
loys African
preferenceto
ans
This is not altruistic regard for the African
Natives. It is the operation of normal economic
influences.

at does the
Indian want ?
All the Indian asks is that the rights and privi-
-leges of the retrenched staff should be respected

and any reductions of salaries that may be introduced should apply to new appointments and not to the old employees.

Labour Government
as to Indian
or what the
servatives and
als would
ly grant.

It appears to be the irony of fate that a Labour Government with the Colonial Secretary who has long experience of Railway life, having himself risen from the lowest rung of the ladder, should deny Indian Railway servants in Kenya what a Conservative Colonial Secretary, - the Duke of Devonshire - was willing to grant in the shape of Leave and Passage Rules.

Even the Liberal members of the Parliament, like Sir Robert Hamilton, fully realise the injustice of the case and he expressed his willingness to accompany me to Mr Thomas at my interview with him to assist me in presenting the case.

Perpetual Colour
of Indian British
subjects have no
chance of a rise
in Kenya.

The last and final touch of the tragedy lies in the fact while an Engine Cleaner can rise to the position of the Colonial Secretary in the British Empire, an Indian British subject, merely by reason of his nationality and colour is debarred from rising above the position of a clerk or an artisan in a Crown Colony as a result of the policy which now prevails in Kenya. No such colour bar exists

in the adjoining British Colonies, such as Uganda, Tanganyika, Zanzibar and Gold Coast ^{etc}. In the French and Portuguese Colonies coloured subjects have risen to the highest positions.

For Members only.

Private & Confidential.

MEMORIALS

ON

1. Revised New Leave Rules
2. Proportionate Gratuity to the Retrenched Staff
3. Revised conditions of Service for the Railway Asiatic Staff.

BY

THE RAILWAY ASIATIC UNION.

RAILWAY ASIATIC UNION.

No. R.A.U./122/4

P.O. Box, No. 459

Nairobi, 1st August, 1922.

Sir,

We, on behalf of the Railway Asiatic Union, representing the whole Railway Asian staff including Kenya and Uganda, most respectfully beg to confirm the undermentioned cablegram, relating to the revised leave rules for the Railway Asian staff of the Uganda Railway and to the payment of leave pay and long service gratuity being made on rupee basis, forwarded to the Colonial Secretary (Through the General Manager Uganda Railway) on the 2nd July, 1922 for favour of transmission to you:—

CABLEGRAM.

"Revised leave rules for Railway Asian staff published June pending your sanction introduced retrospective effect May last caused grave dissatisfaction. Staff consider rules most unfair emphatically but respectfully request approval withheld. Memorial follows. Staff anxiously awaiting reply their telegram transmitted you 16th February last regarding leave pay and long service gratuity paid on rupee basis."

2. In the first instance, we respectfully beg to bring to your notice that the Asian staff of the Uganda Railway expected the oft promised improved conditions in regard to leave rules would come in force from 1st April 1920, but it is regrettable to see that the rules now being enforced on them come as it were in exemplification of that Aesop's fable of the frogs asking for a king—they got a stork in place of the log—or in other words instead of bettering our position, we are forced to submit to worse conditions.

3. The comparison between the leave rules now introduced and those of 1909 sanctioned by you (vide appendices A. and B.) goes far to prove that some of the clauses in the former have failed totally in improving the condition of the service that have been constantly asked for and even promised to the Asian staff by the General Manager in his letter No. M.6366/8510 dated 5th August 1919, (vide Appendix c.)

4. VACATION OR PRIVILEGE LEAVE.

On the suggestion of the Actg General Manager (Mr. A. F. Church) a meeting of the delegates from different centers of the Railway Asiatic Union and representing different sections of the Asian staff, was convened at Nairobi the headquarters, and a memorandum setting forth all the grievances was presented to the Government on the 9th, March 1918—(vide memorandum XXXIII page 187 embodied in appendix VI, to the report of the Civil Service Commission of enquiry—January 1919). The staff is sorely disappointed that between the period that has elapsed since presenting the above memorandum up to now, no improvement foreshadowed by the Authorities in the past has materialised in the present, beyond the announcement by the Government to say that, voyage days to and from India would not be counted in the leave period earned by residential service under the leave regulations then in force (vide appendix D, para. 8586 (3) of Weekly traffic notice No. 562 dated 9th April 1921).

5. REVISION OF RULES.

The Railway Asiatic Union understanding that a committee was to be formed to revise the rules, in spite of an assurance given by the General Manager in his letter No. M.6366/111/7072 dated 30th, April 1921, to the effect that "There is no likelihood of alteration to the leave and passage rules"—(vide Appendix E.), approached the General Manager with the request, conveyed in their letter dated 8th August 1921, that he would supply the Union with a draft copy of the rules for their perusal and observation if any before they were enforced. This letter was acknowledged by the General Manager, who kindly informed the Union that the matter would receive his attention, but it is to be regretted that their request was either lost sight of or ignored.

6. Now as the revised rules have been published about the end of June and enforced by Weekly Traffic Notice No. 626 dated 24th June 1922, with re-

RAILWAY ASIATIC UNION.

No. R.A.U./1/22/4

P.O. Box No. 459

Nairobi, 1st August, 1922.

Sir,

We, on behalf of the Railway Asiatic Union, representing the whole Railway Asian staff including Kenya and Uganda, most respectfully beg to confirm the undermentioned cablegram, relating to the revised leave rules for the Railway Asian staff of the Uganda Railway and to the payment of leave pay and long service gratuity being made on rupee basis, forwarded to the Colonial Secretary (Through the General Manager Uganda Railway) on the 2nd July, 1922 for favour of transmission to you:—

CABLEGRAM.

"Revised leave rules for Railway Asian staff published June pending your sanction introduced retrospective effect May last caused grave dissatisfaction. Staff consider rules most unfair emphatically but respectfully request approval withheld. Memorial follows. Staff anxiously awaiting reply their telegram transmitted you 16th February last regarding leave pay and long service gratuity paid on rupee basis."

2. In the first instance, we respectfully beg to bring to your notice that the Asian staff of the Uganda Railway expected the oft promised improved conditions in regard to leave rules would come in force from 1st April 1920, but it is regrettable to see that the rules now being enforced on them come as it were in exemplification of that Aesop's fable of the frogs asking for a king—they got a stork in place of the log—or in other words instead of bettering our position, we are forced to submit to worse conditions.

3. The comparison between the leave rules now introduced and those of 1909 sanctioned by you (vide appendices A. and B.) goes far to prove that some of the clauses in the former have failed totally in improving the condition of the service that have been constantly asked for and even promised to the Asian staff by the General Manager in his letter No. M.6366/8510 dated 5th August 1919, (vide Appendix c.)

Appendices A. and B.

Appendix C.

4. VACATION OR PRIVILEGE LEAVE.

On the suggestion of the Actg General Manager (Mr. A. F. Church) a meeting of the delegates from different centers of the Railway Asiatic Union and representing different sections of the Asian staff, was convened at Nairobi the headquarters, and a memorandum setting forth all the grievances was presented to the Government on the 9th, March 1918—(vide memorandum XXXIII page 187 embodied in appendix VI, to the report of the Civil Service Commission of enquiry—January 1919). The staff is sorely disappointed that between the period that has elapsed since presenting the above memorandum up to now, no improvement foreshadowed by the Authorities in the past has materialised in the present, beyond the announcement by the Government to say that, voyage days to and from India would not be counted in the leave period earned by residential service under the leave regulations then in force (vide appendix D, para. 8586 (3) of Weekly traffic notice No. 562 dated 9th April 1921).

Appendix L.

5. REVISION OF RULES.

The Railway Asiatic Union understanding that a committee was to be formed to revise the rules, in spite of an assurance given by the General Manager in his letter No. M.6366/111/7072 dated 30th, April 1921, to the effect that "There is no likelihood of alteration to the leave and passage rules"—(vide Appendix E.), approached the General Manager with the request, conveyed in their letter dated 8th August 1921, that he would supply the Union with a draft copy of the rules for their perusal and observation if any before they were enforced. This letter was acknowledged by the General Manager, who kindly informed the Union that the matter would receive his attention, but it is to be regretted that their request was either lost sight of or ignored.

Appendix F.

6. Now as the revised rules have been published about the end of June and enforced by Weekly Traffic Notice No. 626 dated 24th June 1922, with re-

(h). CLAUSE IX. (a). PASSAGES. We humbly submit that there is a big gap between the passage rules of the Protectorate and those of the Railway, (vide section 172 of E.A.P. Code). It is not understood why such differentiation is being observed, in view of the fact that Protectorate staff, except Africans drawing Shs. 160/- and upwards are allowed second class passages whereas we under these rules are entitled to second class passage only when drawing over Shs. 300/- per mensem. There is no justification in this and there is very little reason why we should not look forward for the same privileges what Government staff are enjoying.

(i). CLAUSE IX. (b). The same objections as in Clause IX (a) apply to this Clause with the addition, that, should an employee be invalided from the service in accordance with the recommendations of the Medical Board, his passage to India should also be paid by the Government.

(j). CLAUSE IX (d). The passage admissible should be same as suggested in para 7 (h) under Clause IX (a) hereof.

(k). CLAUSE IX (e). This should be modified in accordance with para 7 (e) hereof in connection with last para of Clause III of the Revised Rules.

(l). CLAUSE X. (d). This Clause should be deleted and substituted by paras 5 and 6 of Clause IX of the old Leave Rules—1909. The reason for this is the irregular Ocean service. There have been cases in which employees of some years' service have been forced to leave on overstay. Hence the Revised Rules would help to penalize employees even for an overstay of a day or two. In this connection we would beg to refer you to para 97 of the E.A.P. Code of Regulations.

(m). CLAUSE X. (h). In the year 1919, regardless of the standing practice in connection with privilege leave, (the latter contingent on the period of service put in by an employee) the Railway Administration introduced a modified Agreement form with an additional Clause, No. 13 and an alteration to Clause 4 in the existing Form of Agreement—(Vide Appendix F.)—this to be signed by all Asians employed on the Railway on the eve of their departure on long leave to India, and also on renewal of Agreements and new appointments.

Appendix F

2. This modification of the Agreement Form No. 171—A Revised 1917 was received by the Railway Asian Staff with great dissatisfaction, and thereupon, the Union lodged a protest with the General Manager against enforcing same.

3. On the receipt of the protest the General Manager requested the Union to depute three of the members to discuss the question with him in person.

4. The Deputation waited on the General Manager and explained to him the grave situation created for the Asian staff by introduction of the modified form of the Agreement, especially at a time when there was a crying need for an amelioration in the condition of the service, which has been promised but had not up to that time borne fruit. The only ostensible reason advanced by the General Manager was that, that the step was necessitated by the number of resignations that were coming in from the members of the Asian staff soon after their return from leave in India.

5. After a lengthy discussion the General Manager agreed to withhold the enforcement of the modified form of Agreement, and suggested that he, in consultation with the Crown Advocate, would send to the Union for their consideration a revised draft, couched in proper legal phraseology.

6. In accordance with the suggestion above mentioned the General Manager sent a revised form of Agreement to the Union for their comments, which was also not agreed upon. As no further communication had been received from the General Manager on the subject, and since the clause was not enforced, we considered the matter as dropped.

7. Under these circumstances, we do not see any reason why this clause (practically the same as clause 13 above quoted) should now be enforced on the Asian staff.

(n) CLAUSE XI. In this Clause objection is taken to the amount and we humbly suggest that this maximum may be reduced to Shs. 100/-.

8. From the foregoing observation you will note that the Revised Leave Rules now put in force, instead of obtaining more liberal leave of absence out of East Africa, and being worthy of those assurances given us by the Authorities do in fact prove a set-back, and in the long run will prove detrimental to the service, rather than otherwise.

9. The Revised Leave Rules for the Railway Asian Staff are 3 months leave on the completion of 33 months' service, and that only, if the exigencies of service permit. Leave of this kind in excess of three months may be accumulated up to six months only at the discretion of the Chief of Division.

"the payment may be made in shillings at the rate of twenty shillings to pound or pound sterling.

"(2). Where any contract entered into or instrument made before the commencement of this order provides for the making of any payment, in terms of rupees or florins, the contract or instrument shall have effect as if references to any number of rupees or florins were substituted for references to twice that number of shillings." (Italics ours).

18. It is, therefore, very clear that it has been the original intention of the framers of the Currency Legislation that our rupee salaries should be converted into florins equivalent, and subsequently into Shillings, the legal tender of the country, and that there was no misapprehension of any sort on this score. This fact is further corroborated by Weekly Traffic Notice No. 562 of 9th April 1921—(vide appendix D) which amplifies our contract of service in unmistakable terms in which our salaries and allowances are expressed in florins.

19. Further, it may be stated that the Indian Exchange has swung between extremities, and, as stated by the Treasurer (the late Mr. Kempe), in the October session of the Legislative Council,—“There is no guarantee that it will not revert to its position as in 1918 to 1920.” At that time, the Asian Staff were paid in depreciated rupees, which, effected their family remittances by over 33 per cent., no compensation having been paid to them although sanctioned by your predecessor, Lord Milner. On the other hand, when the pound sterling was worth about Rs. 7/50, the European Staff were still paid Rs. 15/- in fact double salaries. Further concession in this respect was made with regard to European Staff drawing the portion of their leave salaries in this country as legal commitments.

20. Having now detailed all the hardships and heartburnings, we are being subjected to at present, and the means whereby the conditions of service of the Railway Asian may be rendered bearable in connection with the Revision of Rules for privilege and sick leave, passage, etc., we beg most respectfully that you will please give this our memorial your kind and favourable consideration.

21. It is needless to add that an amelioration of the conditions, at present obtaining, will help us not only to tide over the present situation, but will also infuse in us greater zeal and assiduity in the fulfillment of our duties in all the different branches of the Railway Service.

22. In conclusion, we, on behalf of the Asian Staff of the Uganda Railway, whilst respectfully apologising for encroaching upon your valuable time with this memorial, trust that these our legitimate grievances will enlist your sympathies and that you will grant us our humble request.

We have the honour to be

sir,

Your most obedient and humble servants.

(signed) A. ALMEIDA,

President

(signed) S. M. PATEL,

General Secretary.

The Rt. Honourable
The Secretary of State,
For the Colonies,
Downing Street, London.
Through, His Excellency the Governor,
Colony and Protectorate of Kenya,
Nairobi.
Through, Hon. The General Manager,
Uganda Railway,
Nairobi

6

APPENDICES A and B.
LEAVE RULES OF 1909.
REVISED NEW LEAVE RULES.

APPENDIX "C"

Nairobi, 16th July 1919.

His Excellency the Governor,
East Africa Protectorate,
Nairobi.
Through, The Hon'ble the General Manager,
Uganda Railway,
Nairobi.

Your Excellency.
Civil Service of East Africa Protectorate.
Permanent improvements for Asiatics.

With reference to the Secretariat Circular No. 51 of 17th June 1919, we beg most respectfully to thank Your Excellency for the equitable terms offered to the Asiatic Staff in regard to the War Bonus in comparison to the Local Commission's recommendations, and request that an expression of our gratitude may be conveyed to Sir Alfred Lascelles and the Rt. Honourable Viscount Milner, Secretary of State for the Colonies.

We have also perused the report of the Civil Service Commission dealing with the permanent improvements in the service and beg to say that the same has caused universal disappointment. The improvements proposed are so trivial that, as far as the Asiatic Staff is concerned, they are, with the exception of a few cases, no improvements at all: in one case at least, that of the Permanent Way Inspectors they even go backward. An Indian Permanent Way Inspector is now drawing Rs. 290/- and the Commission recommends the maximum of his grade, under the improved scheme, to be fixed at Rs. 275/- only.

In order to keep this latter within reasonable limits we shall confine our representation to a few of the most important items.

SALARIES. The Local Commission remarks at the outset "we wish to make clear our position that the service was poorly paid as a whole before the War and that the condition of service will now be required to be improved materially to put East Africa in a position to compete in level terms with market for the most suitable men after the war."

It will be seen that the urgency of materially improving the conditions of service is admitted. But when coming down to the facts and figures, no effort has been made to put the principle into practice. Many grades have been left where they are at present, while the improvements suggested in others are of the most cheese-paring character. The fact has entirely been lost sight of that a man who makes the Railway service his profession must have something substantial to look forward to and that sitting on the same desk and having the prospect of only bare pittance do not conduce to efficiency. Life under these circumstances becomes monotonous and stale and one loses all interest in ones work. Scale of salaries should be so revised as to make the present staff contented and happy, and to ensure the recruitment of competent new hands. In India every signaller and clerk looks forward to reaching such posts as District Traffic Superintendent, Executive Engineer, Examiner of Accounts, etc. at very high salaries. Not all attain these posts but the possibility of getting them keeps the men in good spirits. We contend that the maximum of Rs. 400/- asked in our original report was a very modest request and should be acceded to. We may mention that an Indian has already been in the grade of Rs. 400/- while the maximum salary now recommended by the Commission is only Rs. 300/- per mensem. Also that such posts as Traffic Inspector, District Station Master, Inspector of Works, Overseer, etc., etc. may be made accessible to the deserving members of the Asiatic Staff. Too much stress cannot be laid on this point. A man must have something to look forward to at the close of his long and faithful service.

DRAFTSMEN. The view taken of the qualification of the Indian Draftsmen is capable of quite another more correct interpretation. The standard of qualifications is low because the salaries offered are so wretchedly low that no competent man will look at it. If better conditions are offered, men will be coming forward whose qualifications will compare well with any member of their profession.

LEAVE. The improvement suggested here is also very small. While the European suffers in this country more than the Asiatic from such diseases as malaria and sun-stroke, the latter is more susceptible to lung troubles and diabetes, etc. Owing to the very considerable difference in the altitude between his native place and this country, the Medical Registers bear ample testi-

mony to this contention. If leave is granted on more liberal scale the percentage of absentees owing to illness will drop and the Railway Administration will materially gain from the more efficient services rendered by healthy servants.

UGANDA RAILWAY PRESS. A very grave dissatisfaction exists amongst the Railway Press Staff as no proposal has been put forward for the betterment of their conditions of service: When the Government Press men are classed as Clerks and enjoy all the privileges of subordinates, the Railway Press hands are classed as artisans. It is requested that this invidious anomaly may be removed with retrospective effect.

In conclusion we beg leave to observe that the need for improvements is very urgent, and that early action will enhance their value. It has been recognised all over the world that better pay and generous treatment of the employees actually repays the employer in better output and more efficient service. A contented employee is more loyal, and sticks to his job, thus giving the advantage of his experience to his employer: while an ill paid servant neglects his work and is always on the look out for a better paid job elsewhere, as has often happened in this country.

We trust, therefore, that Your Excellency will give this matter an early and favourable consideration. We on our part assure Your Excellency of our most devoted and loyal service.

We beg to remain,
Your Excellency's
Most obedient and humble servants,
(signed) A. Almeida, *President.*
(signed) Tulsī Ram Dosaj,
Ag. Hon. Secretary
Railway Asiatic Union.

M.6366/8510.

Direction Department,
5th August, 1919

The President Railway Asiatic Union,
Nairobi.

Sir,

Your petition dated the 16th July submitted to His Excellency the Governor who desires me to inform you that the generous War Bonus lately granted it would appear that your interests are being well looked after and that the Home Government can be relied upon to give your claims every consideration.

I have the honour to be,
sir,
Your obedient servant
(signed) S. COUPER
General Manager,
Uganda Railway.

WEEKLY TRAFFIC NOTICE No. 562 DATED 9-4-21

Appendix D.

The following is the reply given by the Union to the above letter.

The Hon. The General Manager,
Uganda Railway,
Nairobi.

Nairobi, 7th August, 1919.

Sir,

I beg to acknowledge receipt of your letter No. M.6366/8510 of the 5th instant and to inform you that my Committee feel very much indebted to you for your liberal support and request you to kindly convey to His Excellency the Governor their feeling of heartfelt gratitude for his kind assurance and sympathetic consideration.

Yours obediently,
(signed) Tulsī Ram Dosaj,
Ag. Hon. Secretary.

The Hon'ble the General Manager,
Uganda Railway,
Nairobi.

Railway Asiatic Union. Appendix E.
Nairobi, 28th April, 1921.

Sir,

Ref: W. T. Notice No. 562 of 9th April, 1921
Referring to the above, I am directed by my committee to request you to let me know, if the improvements in the Leave and Passage Rules, published in the above, are final or if there is any likelihood of further improvement in these items, if the latter, my Committee would be grateful if you will please be so good as to send me a copy of the Draft Leave Rules and passage, before the same are sanctioned finally by the Government as it would avoid a great deal of unnecessary correspondence and thus help both the employer and the employee to a great extent.

mony to this contention. If leave is granted on more liberal scale the percentage of absentees owing to illness will drop and the Railway Administration will materially gain from the more efficient services rendered by healthy servants.

UGANDA RAILWAY PRESS. A very grave dissatisfaction exists amongst the Railway Press Staff as no proposal has been put forward for the betterment of their conditions of service: When the Government Press men are classed as Clerks and enjoy all the privileges of subordinates, the Railway Press hands are classed as artisans. It is requested that this invidious anomaly may be removed with retrospective effect.

In conclusion we beg leave to observe that the need for improvements is very urgent, and that early action will enhance their value. It has been recognised all over the world that better pay and generous treatment of the employees actually repays the employer in better output and more efficient service. A contented employee is more loyal, and sticks to his job, thus giving the advantage of his experience to his employer: while an ill paid servant neglects his work and is always on the look out for a better paid job elsewhere, as has often happened in this country.

We trust, therefore, that Your Excellency will give this matter an early and favourable consideration. We on our part assure Your Excellency of our most devoted and loyal service.

We beg to remain,
Your Excellency's
Most obedient and humble servants,
(signed) A. Almeida, *President*
(signed) Tuli Ram Dosaj,
Ag. Hon. Secretary
Railway Asiatic Union

M.6366/8510.

Direction Department,
5th August, 1919

The President Railway Asiatic Union,
Nairobi.

Sir,

Your petition dated the 16th July submitted to His Excellency the Governor who desires me to inform you that the generous War Bonus lately granted it would appear that your interests are being well looked after and that the Home Government can be relied upon to give your claims every consideration.

I have the honour to be,

sir,
Your obedient servant
(signed) S. COUPER,
General Manager,
Uganda Railway.

WEEKLY TRAFFIC NOTICE No. 562 DATED 9-4-21

Appendix D.

The following is the reply given by the Union to the above letter.

Nairobi, 7th August, 1919.

The Hon. The General Manager,
Uganda Railway,
Nairobi.

Sir,

I beg to acknowledge receipt of your letter No. M.6366/8510 of the 5th instant and to inform you that my Committee feel very much indebted to you for your liberal support and request you to kindly convey to His Excellency the Governor their feeling of heartfelt gratitude for his kind assurance and sympathetic consideration.

Yours obediently,
(signed) Tuli Ram Dosaj,
Ag. Hon. Secretary.

Railway Asiatic Union,
Nairobi, 28th April, 1921.

Appendix F.

The Hon'ble the General Manager,
Uganda Railway,
Nairobi.

Sir,

Ref. W. T. Notice No. 562 of 9th April, 1921

Referring to the above, I am directed by my committee to request you to let me know, if the improvements in the Leave and Passage Rules, published in the above, are final or if there is any likelihood of further improvement in these items; if the latter, my Committee would be grateful if you will please be so good as to send me a copy of the Draft Leave Rules and passage, before the same are sanctioned finally by the Government as it would avoid a great deal of unnecessary correspondence and thus help both the employer and the employee to a great extent.

Railway Asiatic Union,
Nairobi, 11th July, 1922.

The Honourable the General Manager,
Uganda Railway, Nairobi.

Sir,

-New Leave Rules

With reference to your letters Nos. 5074/11/6960 and M.5074/11/7156 dated 4th and 10th instant respectively, I am directed by the Central Council of my Union to reply as follows:—

2. My Committee is unanimously of the opinion that the draft cablegram submitted to you under my letter dated 2nd instant should be forwarded to the Right Hon. the Secretary of State without any further delay.

3. We note that the Right Hon. the Secretary of State had acknowledged our cable dated 16th February regarding leave pay and long service gratuity paid on rupee basis in his despatch dated 22nd February last, in which he stated he would await the report of the Local Committee appointed for the purpose, which we understand from your letter dated 10th instant, was forwarded to the Colonial Office on 23rd ultimo. A mention will be made to this effect in our memorial, which is being prepared and will be submitted to you in due course. Under these circumstances, my Committee does not see any reason, why the latter part of our cablegram should be amended so long we have not received any definite reply.

4. In reply to last paras. of your letters I am further directed to inform you that our objections to some of the Clauses in the Revised Rules and reasons therefore will be embodied in our memorial in question.

I have the honour to be

Sir,

Your obedient servant,
(signed) S. M. PATEL,
Hon. General Secretary,
Railway Asiatic Union.

Para. 13 of the Agreement. 171A. Revised 1917

"I also agree that I should be granted leave to India in respect of service under this or any previous agreement with a free passage to India and also to British East Africa I shall refund to the Uganda Railway Administration the cost of such passage to and from India should I by reasons of resignation or dismissal fail to serve the Administration for a period of three years calculated from the date of my arrival in British East Africa on return from such leave."

Railway Asiatic Union,
Nairobi, 11th July, 1922.

The Honourable the General Manager,
Uganda Railway, Nairobi.

Sir,

New Leave Rules.

With reference to your letters Nos. 5074/II/6960 and M.5074/II/7156 dated 4th and 40th instant respectively, I am directed by the Central Council of my Union to reply as follows:—

2. My Committee is unanimously of the opinion that the draft cablegram submitted to you under my letter dated 2nd instant should be forwarded to the Right Hon. the Secretary of State without any further delay.

3. We note that the Right Hon. the Secretary of State had acknowledged our cable dated 16th February regarding leave pay and long service gratuity paid on rupee basis in his despatch dated 22nd February last, in which he stated he would await the report of the Local Committee appointed for the purpose, which we understand from your letter dated 10th instant, was forwarded to the Colonial Office on 23rd ultimo. A mention will be made to this effect in our memorial, which is being prepared and will be submitted to you in due course. Under these circumstances, my Committee does not see any reason, why the latter part of our cablegram should be amended so long we have not received any definite reply.

4. In reply to last paras. of your letters I am further directed to inform you that our objections to some of the Clauses in the Revised Rules and reasons therefore will be embodied in our memorial in question.

I have the honour to be

Sir,

Your obedient servant,
(signed) S. M. PATEL,
Hon. General Secretary,
Railway Asiatic Union.

Para. 13 of the Agreement. 171A. Revised 1917

"I also agree that I should be granted leave to India in respect of service under this or any previous agreement with a free passage to India and also to British East Africa I shall refund to the Uganda Railway Administration the cost of such passage to and from India should I by reasons of resignation or dismissal fail to serve the Administration for a period of three years calculated from the date of my arrival in British East Africa on return from such leave."

RAILWAY ASIATIC UNION.

Nairobi, 26th November, 1923.

Your Grace,

LONG SERVICE GRATUITY FOR THE RETRENCHED STAFF
OF THE UGANDA RAILWAY

I most humbly and respectfully beg to state that the decision of Your Grace as conveyed to His Excellency the Governor in the despatch Kenya No. 341 of the 5th March has been communicated to the Railway Asiatic Union, a society which represents the entire Asian (British Indians and Goans etc.) Subordinate service of the Uganda Railway including the Mechanical staff. The communication was received with a great regret and a keen sense of disappointment as coming from one of His Majesty's Principal Secretaries renowned for the soundness of his decision as based on the principle of justice tempered with clemency for the high and low and independent of any consideration for one's station in life, his race or creed. The disappointment of this Union is more intensified by the realisation of the fact that the decision which affects a very large number of employees, their families and dependents comes from what is their final court of appeal and beyond which any recourse is an impossibility.

The decision of your Grace comes as an unusual surprise as it turns down the unanimous recommendations of practically all the Authorities in the Colony including the Railway Administration, the Executive Council and His Excellency the Governor all of whom, taking into consideration the straightened financial position of the Colony are by no means in a generous mood at the present juncture and none of whom would ever become a party to recommending a measure of this nature, unless they were thoroughly satisfied that a great hardship and serious injustice would be inflicted in the absence of the relief being granted on the lines conveyed in His Excellency the Governor's despatch No. 19 of the 2nd January 1923.

The members of this Union have, however after a very prolonged and careful deliberation, come to the conclusion that the decision of Your Grace as is to the absence of full facts being efficiently placed before Your Grace as is manifest from the main arguments contained in Your Grace's despatch mentioned above which is obviously based on a misapprehension of the real facts and this Union have absolute confidence that on reviewing the true situation Your Grace is sure to come to a different conclusion to that contained in the despatch under reference.

I have been directed by my Union to place two different aspects of the matter before Your Grace namely (1) generally from the point of view of the employer and his moral and statutory obligations to his employee and vice versa and (2) by drawing a comparison of the relief granted to employees in the Colony other than those employed on the Uganda Railway and I most humbly beg leave of Your Grace to make an effort to carry out my instructions.

I am directed to state that two conditions invariably prevail at the commencement of an employee's career with any private or official employer. One condition is that the employee understands definitely that his occupation is temporary one liable to be brought to a termination at any period without any prospect of an improvement, concession, compensation or reward and is constantly on the look out for a better and more permanent employment elsewhere. The employer also understands and anticipates that the employee may at any period cease to work without any regard for the interest of his employer which may suffer for want of continuity of his service. The termination of the relationship of the both at any moment therefore does not constitute a grievance or complaint for either.

The second condition is when the employee enters the employment with a definite goal in life according to the prospects promised to him by his employer which are generally in the shape of promotions for meritorious and efficient service. He moulds all his future plans of life accordingly and concentrates the whole of his mind, physical and mental energies on the carrying out of his duties efficiently, faithfully and continuously. He looks no more to the outside world for a change of position and on the other hand he firmly believes that every year of approved service that passes by consolidates his position and draws him nearer to the reward promised to him by his employer. His devotion to the duty and the interest of his employer increases with the length of his service.

The employer also in consideration of the reward promised by him to the employee expects continuity, increased efficiency and loyalty and enjoys a sense of security against constant changes in his establishment attended with the inconvenience and loss of time in having to train repeatedly a train of new staff at short intervals and naturally organises his plans accordingly.

This mutual understanding, I most humbly submit, is the essential condition for the smooth working of all the small and large, private and official concerns in the world and no matter what the conditions may be a repudiation of the understanding on either side, is not permissible even in individual cases much

less on such a large scale as is under the contemplation of the State in respect of employees of the Uganda Railway. A premature termination of services even accompanied with the expected compensation is as unpleasant for the employees as the abrupt leaving of the servant would be for the master who has been led to believe that the servant will put in a long and continuous service and the inconvenience caused to the employer in recruiting a substitute for the servant who forfeits all his privileges by leaving prematurely is nothing compared to the plight of the employee who even though compensated to a degree has to search for a fresh start in life especially in these days of universal unemployment.

The case of wholesale retrenchments without any compensation being paid to employees, who were promised permanent and long services and the consequent rewards therefore is as bad as if a similarly large number of employees on permanent staff had, for example, by reason of increased cost of living or better prospects elsewhere or some other reason, decided suddenly to leave the Railway service "en bloc" and had then refused to forfeit to the Railway any privileges to which they would become disentitled by leaving prematurely.

According to the local regulation for pension based on the Super Annuation Act of 1887 which requires 7 years service before any gratuity could be granted to non-pensionable staff. I submit that the length of service (of 7 years) as recommended by the Local Government can be the ground for an ex-gratia concession.

It is precisely on this sound principle that the case of the Uganda Railway employees hinges, the same as the Colonial Regulations are based on the English Super Annuation Act of 1887. It is perfectly clear that the Provident Fund and Gratuity Rules in force on the Uganda Railway are borrowed almost verbatim from the "State Railway Provident Fund and Gratuity Rules" in force in India by the sanction of the Imperial Government and are no doubt based on other Imperial enactments in force in the United Kingdom. The root of the whole trouble is that while the Colonial Regulations have been revised from time to time in order to keep in line with the modification introduced in the United Kingdom, that the Uganda Railway Rules having been introduced in 1909 have become more or less obsolete owing to lack of revision and the re-examination of the grounds which led the Government of India to revise their rules.

In the latest copy of the Provident Fund and Gratuity Rules by the Government of India as corrected up to 31st December 1921 the point at issue has been fully dealt with under the following sections. I beg to append herewith an authenticated copy of the said rules which are as stated above the root and the original source of the Rules in force on the Uganda Railway.

PART II
GRATUITY RULES
RETIRING GRATUITIES
QUALIFYING SERVICE

Section 3 (II) In case of subordinates

- (a) Completion of 30 years service : or
- (b) Attainment of the age of 55 years, provided not less than 15 years service has been completed : or
- (c) Retirement or resignation after 15 years service, on grounds admitted by the Authority competent to sanction the gratuity as good and sufficient from the point of view of the administration or
- (d) Retirement with less than 15 years service due to (1) Permanent physical or mental incapacity, or (2) abolition of appointment if other suitable employment cannot be found for the subordinate.

AMOUNT OF GRATUITY

Rule No. 19, (a) The amount of Gratuity admissible to a subordinate is as follows :-

- (a) In cases falling under Rule 3 (II) (a), (b) or (c) half a month's pay for each year of qualifying service, subject to a maximum of 15 months' pay.
- (b) In cases of less than 15 years' qualifying service falling under Rule 3 II (d) a gratuity limited ordinarily to half a month's pay, and in special cases, where circumstances warrant, to one month's pay for each year of qualifying service subject to a maximum of 6 months' pay in all.

It would thus appear simply clear that had the Uganda Railway Rules been brought up to date in order to deal with the case under reference, all retrenched subordinates of less than 15 years' service would be entitled to a gratuity even without the 7 years' limit recommended and would accordingly to the discretion of the Authorities receive gratuities at the rate of one month's pay for every year's service instead of half month's pay now recommended.

less on such a large scale as is under the contemplation of the State in respect of employees of the Uganda Railway. A premature termination of services even accompanied with the expected compensation is as unpleasant for the employees as the abrupt leaving of the servant would be for the master who has been led to believe that the servant will put in a long and continuous service and the inconvenience caused to the employer in recruiting a substitute for the servant who forfeits all his privileges by leaving prematurely is nothing compared to the plight of the employee who even though compensated to a degree has to search for a fresh start in life especially in these days of universal unemployment.

The case of wholesale retrenchments without any compensation being paid to employees, who were promised permanent and long services and the consequent rewards therefore is as bad as if a similarly large number of employees on permanent staff had, for example, by reason of increased cost of living or better prospects elsewhere or some other reason, decided suddenly to leave the Railway service "enblock" and had then refused to forfeit to the Railway any privileges to which they would become disentitled by leaving prematurely.

According to the local regulation for pension based on the Super Annuation Act of 1887 which requires 7 years service before any gratuity could be granted to non-pensionable staff, I submit that the length of service (of 7 years) as recommended by the Local Government can be the ground for an ex-gratia concession.

It is precisely on this sound principle that the case of the Uganda Railway employees hinges, the same as the Colonial Regulations are based on the English Super Annuation Act of 1887. It is perfectly clear that the Provident Fund and Gratuity Rules in force on the Uganda Railway are borrowed almost verbatim from the "State Railway Provident Fund and Gratuity Rules" in force in India by the sanction of the Imperial Government and are no doubt based on other Imperial enactments in force in the United Kingdom. The root of the whole trouble is that while the Colonial Regulations have been revised from time to time in order to keep in line with the modification introduced in the United Kingdom, that the Uganda Railway Rules having been introduced in 1909 have become more or less obsolete owing to lack of revision and the re-examination of the grounds which led the Government of India to revise their rules.

In the latest copy of the Provident Fund and Gratuity Rules by the Government of India as corrected up to 31st December 1921 the point at issue has been fully dealt with under the following sections. I beg to append herewith an authenticated copy of the said rules which are as stated above the root and the original source of the Rules in force on the Uganda Railway.

PART II GRATUITY RULES RETIRING GRATUITIES QUALIFYING SERVICE

Section 3 (II) In case of subordinates

- (a) Completion of 30 years service : or
- (b) Attainment of the age of 55 years, provided not less than 15 years service has been completed : or
- (c) Retirement or resignation after 15 years service, on grounds admitted by the Authority competent to sanction the gratuity as good and sufficient from the point of view of the administration or
- (d) Retirement with less than 15 years service due to (I) Permanent physical or mental incapacity, or (II) abolition of appointment if other suitable employment cannot be found for the subordinate

AMOUNT OF GRATUITY

Rule No. 19. (a) The amount of Gratuity admissible to a subordinate is as follows —

- (a) In cases falling under Rule 3 (II) (a), (b) or (c) half a month's pay for each year of qualifying service, subject to a maximum of 15 months' pay.
- (b) In cases of less than 15 years' qualifying service falling under Rule 3 II (d) a gratuity limited ordinarily to half a month's pay, and in special cases, where circumstances warrant, to one month's pay for each year of qualifying service subject to a maximum of 6 months' pay in all.

It would thus appear simply clear that had the Uganda Railway Rules been brought up to date in order to deal with the case under reference, all retrenched subordinates of less than 15 years' service would be entitled to a gratuity even without the 7 years' limit recommended and would accordingly to the discretion of the Authorities receive gratuities at the rate of one month's pay for every year's service instead of half month's pay now recommended.

I therefore submit that no departure of any principle would be made by sanctioning the gratuity asked for. In the case of relief recommended for the non-pensionable officials in the service of the Colony an alteration of the Regulations entirely repugnant to the provision of the Super Annuation Act (the source of regulations) would become necessary whereas in the case under reference the necessary alterations in the Uganda Railway Provident Fund Rules would only bring the Regulations up to date and in conformity with the main rules, from which the Uganda Railway Rules were originally derived.

There now remains only the 2nd and the last aspect of the case namely the comparison of the relief granted to Railway employees with that of the officials in the Colony.

The Provident Fund and Gratuity are the substitute for pension and the aim therefore is to provide for the Railway employees as nearly as possible as in the case of pensionable staff some means of subsistence, after leaving of the service. One outstanding difference being that the pensions earned by the Government are for certainty whereas the Railway being a commercial concern the bonus earned is influenced and may fluctuate according to the earnings of the Railway.

The comparative statement annexed hereto, will show the difference in compensation granted to the various grades of subordinates employed in the Railway and the Colony respectively in the case of a retrenched official.

I most humbly submit that the comparison of the Railway as drawn by Your Grace in your despatch is erroneous and misleading one as the non-pensionable staff of the Colony and the permanent staff of the Railway are not pensionable. I most humbly submit that the comparison of the Railway as drawn by Your Grace in your despatch is erroneous and misleading one as the non-pensionable staff of the Colony who are not promised pensions reward or gratuity of any kind know perfectly well that until such time as they reach the pensionable grade, they have no expectation of a gratuity of any kind for less than 7 years service. They in fact come in the same category as employees on the Uganda Railway who are not entitled to subscribe to the Provident Fund and there must be a very small number of such employees in the Colony, who having remained in the service of the Colony for 7 years do not reach the pensionable grade, whereas the Uganda Railway employees are from the date they become entitled to subscribe to the Provident Fund, promised that in lieu of the pension they will be granted gratuity for long service if they work continuously for 15 years and it is only fair that an employee who has continued to work under this belief for 7 years or over should be compensated for the breach or interruption in his career which has been caused through no fault of his. The Railway cannot obviously save money by causing loss to its old employees by reason of forfeiting half of what they would have earned had their career not been interrupted on the grounds of economy.

The Provident Fund is the right or privilege of a Railway employee under any circumstances even if he leaves of his own free will after a single year. The gratuity is the only reward which is promised to him for a long service and it naturally follows that he is entitled to the proportionate amount for a shorter period if his services are dispensed with owing to his post being abolished for reason of economy.

The only correct method of comparing the relief granted to the retrenched Railway employees and the Officials in the Colony is to compare the pensionable staff of the Colony with the non-pensionable staff of the Railway who are allowed to subscribe to the Provident Fund and it will be readily seen that a pensionable official in the Colony with a single year's service gets the proportionate pension for his whole life whereas the Railway employee with 14 years' service gets nothing but his own earnings contributed towards the Provident Fund plus a bonus according to the earnings of the Railway to which he would be entitled in any case.

In conclusion I most profoundly apologise for this lengthy communication, but the interest of the retrenched staff which is at stake would not permit of a single point being left untouched for the sake of brevity.

I hope that I have succeeded in making the case quite clear which will no doubt receive the careful attention and consideration of Your Grace and will be dealt with favourably at an early date.

I have the honour to be,
Your Grace's most obedient and humble servant.
ALLA BAKHSH,
President
Railway Asiatic Union.

His Grace,
The Duke of Devonshire, K.G., P.C., G.C.M.G., G.C.V.O.,
Secretary of State for the Colonies,
Downing Street,
London, S. W.

COMPARATIVE STATEMENT.

COLONY'S STAFF.

Pensionable Staff retrenched after less than ten years service (even say a year's service) vide Nairobi Government Circular No. 58 dated 16-8-22 "Conditions governing the grant of leave, passages, gratuities and pensions to clerks retrenched from the service."

If he likes according to Section 334 (Section 290 old edition) of the Colonial Office Regulations

Non-Pensionable Staff subject to specific contract for a fixed period and who are ordinarily entitled to nothing. One being retrenched after seven years' service according to Section 335 (Old Edition Section 291) of the Code of regulations.

OR

Gets as a Compensation for retrenchment.

Proportionate pension for whole life

Gratuity equal to one month's pay for each year.

Gratuity of pound one or one week's pay for every year's service.

OR

RAILWAY STAFF.

Non-pensionable staff of the Railway entitled to subscribe to the Provident Fund retrenched after 14 years and 11 months service.

Non-pensionable staff of the Railway who are not entitled to contribute towards Provident Fund.

Gets as compensation for retrenchment.

Nothing beyond the Provident Fund which is his right at any time when he retires and a bonus subject to the earnings of the Railway.

Nothing.

Nothing.

RAILWAY ASIATIC UNION.
(KENYA COLONY & UGANDA).

Nairobi, 23rd January, 1924.

To His Grace,
The Duke of Devonshire, K.G.; P.C.; G.C.M.G.; G.C.V.O.
His Majesty's Principal Secretary of State for the Colonies
Downing Street, LONDON.

Through His Excellency,
Sir Robert Thorne Coryndon, K.C.M.G.,
Governor and Commander-in-Chief,
The Colony and Protectorate of Kenya,
NAIROBI.

and
Through The Honourable The General Manager,
Uganda Railway,
NAIROBI.

May it please Your Grace,

1. We, the undersigned, on behalf of the Railway Asiatic Union, representing the entire Asian (British Indians, Goans, &c.) subordinate staff, most humbly and respectfully beg your permission to address you on the subject of new scales of salaries and the regrading scheme of the Asian staff, announced locally by the Honourable the General Manager of the Railways in a special notice numbered 698 and dated the 28th of October 1923, a copy of which is appended hereto and marked Appendix "A".

2. You are doubtless aware that in the middle of the year 1922, the Economic and Finance Committee, commonly known as the "Bowring Committee", passed a resolution by majority, recommending that one sixth of the substantive salaries paid to the Asian Civil servants and the Railway employees should be reverted to the basis as it stood before the fixation of the currency of the country. The main argument for the justification of the proposed change was based on the recommendation of the same Committee to take away from the European staff the fifty per cent. of the local allowance which was then being paid to them. The Local Government, acting on the said recommendation, decided to take away 25 per cent. of the allowance paid to European staff and in order to bring about a corresponding decrease in the amount of salaries paid to the Asian staff, decided to cut one sixth of the substantive salaries of the whole of Asian Civil Service and the Estimates for 1923 were accordingly, prepared on the said basis in anticipation of sanction from Your Grace.

3. In an elaborate Memorial dated the 28th June 1923 presented jointly by the Asian Civil Servants of the Colony and the Employees of the Uganda Railway to the then Secretary of State for the Colonies, the injustice, the inadvisability and the anomaly of the proposed scheme, as regards the Asians, was pointed out to the predecessor of Your Grace.

4. We may mention that a sense of extreme perturbation, despair and uncertainty reigned among the Asian staff throughout the Colony on the announcement of the intention of the Government to enforce the said scheme in the year 1922. This feeling was, however, relieved on the receipt of the news that the predecessor of Your Grace, having realised the grave injustice to the Asian Staff, declined to approve of the recommended scheme. This announcement of the Government to approve of the scheme as fresh proof of the proverbial justice and fair play wise and just decision came as a relief to the Asian staff, and the peace of the British Raj and the whole service, thereafter, resumed their duties and functions with a renewed and reassured sense of devotion, energy and peace of mind which were previously scattered and completely shattered at the announcement of the extraordinary step under contemplation.

5. Little was it realised by the Service at the time that they were not yet out of danger and that they would be confronted with the same disastrous proposition in a circumvented form in about a year's time. The latest announcement in a circumvented form of one sixth out of the salaries of all the old and new servants was already approved by Your Grace without any chance having been given to the Railway servants to submit their side of the case to you, came as a fresh crushing blow to the whole staff.

6. It was in the midst of the atmosphere described above that a general meeting of the whole Asian Railway staff was convened on the 24th of October 1923 and after a prolonged and very careful deliberation a resolution was passed unanimously and sent to the Honourable The General Manager. A copy of the said resolution, the covering letter to the Honourable the General Manager and his reply thereto are embodied in the Appendix "B" which is annexed hereto.

7. There is hardly any change in the new scheme which would call for any fresh arguments to prove its inequity, than those contained in the Memorial dated the 28th June 1922, which document, we pray, will have your careful perusal and consideration.

8. The principle that underlies the whole scheme, is the same which animated the recommendation of the Economic and Finance Committee and is reported in paragraphs 86-89, 91 and 96 (pages 12 and 13) of the first of these said Committees published in the Colony on the 21st day of October 1922. These recommendations, we venture to presume, are the root of the whole of our misfortune. The erroneous arguments of the Committee are in fact almost entirely refuted in the minority report of a member of the same Committee as reported on pages 42-46, Appendix B (2) of the 3rd Report published in the Colony on or about the 5th March 1923.

9. The only change in the present scheme is, that instead of a wholesale cut of one sixth salaries being made at once by a stroke of the pen, it will be introduced as and when the present three years contracts entered into with the individual employee expire.

10. These contracts which have hitherto been renewed, after every three years, as a matter of course and form, constitute only a minimum fraction of the total service of an employee on the Railway and are entered into, firstly, in pursuance of the General Rules and Regulations in force on the Railway and form the implied contract for the continuous and approved service and secondly these contracts afford the Railway Administration an additional security and assurance to the effect that the employee, in consideration of the costs of his passage and the expense of the Railway in bringing him out from his home either on the first appointment or on the expiration of long leave, will complete a term of three years at least, after which he becomes entitled to further period of leave and a passage to his home and the procedure is again repeated until the employee finally retires from service after the completion of 15 years or more when he earns his gratuity.

11. Should the Employee, however, not complete the minimum term of three years service according to the contract, he is liable to refund the passage money paid by the Railway in bringing him out.

12. These contracts certainly do not constitute the entire and complete terms of a man's service on the Railway but merely insure the service for a minimum period. The real attraction, inducement or the implied contract undertaken by the Railway Administration is contained in the prospects which the Administration holds out to its employees in the shape of various Rules and Regulations, the essential one of which is the very gradation of the scale of salaries which is now sought to be altered arbitrarily without any previous warning or notice having been given to the old employees most of whom are on the eve or in the middle of completing their term of 15 years' service which would entitle them to the Bonus or gratuity so solemnly promised and assured in the Rules which have remained in force for many years as permanent Rules.

13. Should the alteration in the scale of salaries be enforced and made applicable to the detriment of the old employees, at this juncture, it is obvious that all faith and sense of security as to the future stability of these Rules as well as other assurances and intentions of the Railway, will, for ever be shattered to pieces; for how can any one rely or be assured that all or any of the Rules including the newly revised salaries will not again be altered at any moment when it suits the convenience of the Railway Administration to do so? For when it suits the convenience of the Railway Rules, by which an amount equivalent to 1/4 month's salary for every year's approved service after a continuous period of 15 years is promised, will not be altered at any time, reduced arbitrarily and made retrospective and applicable to all old and new servants in effect the proposed reduction of salaries goes much farther than the mere reduction of future emoluments, for it upsets the ratio of the gratuity already earned by the old employees who have been, for so many years, led to believe that the Rules they were working under were permanent. If we may be permitted to illustrate, we would mention the case of an employee who has completed 10 years service and who has reached 15 years service, be entitled to be led to believe that he would, on completion of his pay drawn by him. He is 7 1/2 months' pay at the rate of the maximum of his pay service, but the amount told that not only will his future pay be reduced by one sixth but the amount of gratuity, which he believed that he had earned during the last 10 years, will also be reduced. He is suddenly driven to choose one of the two disastrous alternatives, namely, either to accept the reduced salary and also to consent to a reduction in the proportionate amount of gratuity already earned by him, or to retire from the service and lose all the rights and privileges to which he thought he had become entitled according to the general Rules and Regulations.

14. In plain words the feeling of the employee is that not only the Railway but also the Government, for it is a State Railway, have broken faith, have treated all their previous rules and Regulations and the undertakings as mere scraps of paper and have kept all the old employees, for so many years under a great deception.

15. When the scale of salaries was revised in 1920 and the substantive salaries of the European staff were, apart from the 50 per cent local allowance,

8. The principle that underlies the whole scheme, is the same which actuated the recommendation of the Economic and Finance Committee and is reported in paragraphs 86-89, 91 and 98 (pages 12 and 13) of the first of the said Committee, published in the Colony on the 21st day of October 1922. These recommendations, we venture to presume, are the root of the whole of our misfortune. The erroneous arguments of the Committee are in fact almost entirely refuted in the minority report of a member of the same Committee as reported on pages 42-46, Appendix B (2) of the 3rd Report published in the Colony on or about the 5th March 1923.

9. The only change in the present scheme is, that instead of a wholesale cut of one sixth salaries being made at once by a stroke of the pen, it will be introduced as and when the present three years contracts entered into with the individual employee expire.

10. These contracts which have hitherto been renewed, after every three years, as a matter of course and form, constitute only a minimum fraction of the total service of an employee on the Railway and are entered into, firstly, in pursuance to the General Rules and Regulations in force on the Railway, which rules and Regulations represent the real terms of the service on the Railway and form the implied contract for the continuous and approved service and secondly these contracts afford the Railway Administration an additional security and assurance to the effect that the employee, in consideration of the costs of his passage defrayed by the Railway in bringing him out from his home either on the first appointment or on the expiration of long leave, will complete a term of three years at least, after which he becomes entitled to further period of leave and a passage to his home and the procedure is again repeated until the employee finally retires from service after the completion of 15 years or more when he earns his gratuity.

11. Should the Employee, however, not complete the minimum term of three years service according to the contract, he is liable to refund the passage money paid by the Railway in bringing him out.

12. These contracts certainly do not constitute the entire and complete terms of a man's service on the Railway but merely insure the service for a minimum period. The real attraction, inducement or the implied contract and undertaking by the Railway Administration is contained in the prospects which the Administration holds out to its employees in the shape of various Rules and Regulations, the essential one of which is the very gradation of the scale of salaries which is now sought to be altered arbitrarily without any previous warning or notice having been given to the old employees most of whom are on the eve or in the middle of completing their term of 15 years' service which would entitle them to the Bonus or gratuity so solemnly promised and assured in the Rules which have remained in force for many years as permanent Rules.

13. Should the alteration in the scale of salaries be enforced and made applicable to the detriment of the old employees, at this juncture, it is obvious that all faith and sense of security as to the future stability of these Rules as well as other assurances and intentions of the Railway, will, forever be shattered to pieces; for how can any one rely or be assured that all or any of the Rules including the newly revised salaries will not again be altered at any moment when it suits the convenience of the Railway Administration to do so? For example there is no guarantee that the Gratuity Rules, by which an amount equivalent to $\frac{1}{2}$ month's salary for every year's approved service after a continuous period of 15 years is promised, will not be altered at any time, reduced arbitrarily and made retrospective and applicable to all old and new servants. In effect the proposed reduction of salaries goes much farther than the mere reduction of future emoluments, for it upsets the ratio of the gratuity already earned by the old employees who have been, for so many years, led to believe that the Rules they were working under were permanent. If we may be permitted to illustrate, we would mention the case of an employee who has completed 10 years service and who has reached the maximum of his grade. He was led to believe that he would, on completion of 15 years service, be entitled to 7 $\frac{1}{2}$ months' pay at the rate of the maximum of his pay drawn by him. He is told that not only will his future pay be reduced by one sixth but the amount of gratuity, which he believed that he had earned during the last 10 years, will also be reduced. He is suddenly driven to choose one of the two disastrous alternatives, namely, either to accept the reduced salary and also to consent to a reduction in the proportionate amount of gratuity already earned by him, or to retire from the service and lose all the rights and privileges to which he thought he had become entitled according to the general Rules and Regulations.

14. In plain words the feeling of the employee is that not only the Railway but also the Government, for it is a State Railway, have broken faith, have treated all their previous rules and Regulations and the undertakings as mere scraps of paper and have kept all the old employees, for so many years under a great deception.

15. When the scale of salaries was revised in 1920 and the substantive salaries of the European staff were, apart from the 50 per cent. local allowance,

increased to the extent of 25 to 66 per cent, and those of the Asian staff were reduced from 7 to 13 per cent. (vide Appendixes XIV, pages 24 to 26 of the memorial dated the 28th June 1922) the Asian staff's discontent in the matter, relying on the assurance that a stage of finality and absolute permanency had been reached and they consequently adjusted all their commitments such as family remittances or expenses, the education of their children and the policies of Insurance, etc., accordingly.

16. To revert to the real cause that has necessitated the drastic change, namely, the desire of the Administration to mete out "equal treatment" to the European and Asian staff as regards the reduction of salaries, we beg to take the liberty to reiterate that there is absolutely no analogy or anything in common between the two branches of the service, except that the duties performed by both are identical. The prospects, rights and privileges of both the branches are fundamentally different. One has an unlimited scope for improvement and betterment of the prospects before it, while the other is confined to an inferior and subordinate position in perpetuity. The disparity in the rates of pay and privileges offered to the two branches respectively at the very outset, is so great that a comparison between the two would be ludicrous.

17. In one case it is contemplated to take away the temporary allowance, while in the other it is proposed to cut the substantive salaries. The financial suggestion that "equal treatment" should be meted out to both the branches regards the disabilities, could only be treated with seriousness if those responsible for the scheme, also advocated equality of treatment as regards the rights and privileges granted to both.

18. In fact, Sir, the true test and the solution of the whole question is the answer of one simple question, namely, if for any supposed circumstances the tables were turned and the Administration attempted to cut a portion of the substantive salaries of the old servants of the European staff, because a temporary allowance given to Asians was taken away, would such a proposal be countenanced by the old European servants or would the reduction of a portion of their substantive salaries under any circumstances be tolerated by any European servant who had put in service for an appreciable period relying on the old scale of salaries?

19. Had the Asian staff been paid an allowance to compensate them for the adverse exchange the effects of which they suffered in 1920, and had their substantive salaries been increased by 66 per cent, as in the case of Europeans, they could have seen some grounds for the retrograde readjustment now sought to be made. The Government never took into consideration the losses suffered by the Asian staff in 1920 and now that the rate of exchange appears to be favourable temporarily it is proposed to cut their substantive salaries permanently.

20. The advantage of the exchange as derived by the Asian staff is very negligible and is limited to the remittances to India by such persons who have their families in India, otherwise their salaries are spent in the country where the Government have definitely pledged themselves not to alter the currency and not to associate themselves with the fluctuations of the exchange market. The value of the Indian Rupee is already showing a tendency of considerable increase and in the event of its going still higher, may we respectfully ask if it is proposed to keep adjusting the scale of salaries in accordance with such fluctuations?

21. The other ground on which the drastic action under consideration can be justified is the economic pressure and the financial stress which has hitherto prevailed in the country. The crisis we venture to say was a temporary one and not such as would justify the Railway Administration in breaking faith with respect to its undertakings given continuously for years past, especially in view of the fact that the earnings of the Railway show a substantial profit.

22. Should the proposed reorganisation be necessitated to put the Railway Administration on a sound financial basis, the Union utterly fails to see why it should result in the reduction of substantial salaries of the Asian Staff only.

The salaries of the European staff, performing identical duties have not been touched although the amount of their emoluments and the general cost of each member of the European staff is almost double that of the Asian performing the same duties.

23. Our Union does not venture to interfere in any manner with the freedom of the Administration to introduce such terms and conditions as may seem right and proper to them with a view to future economy but we most respectfully submit that such terms can only be made applicable to the staff which may be engaged henceforth and not to the staff which joined the service at an identified and critical period of this country when no native classed or mechanical staff—indeed not even the raw labour—was even dreamt of or obtainable, and when even the European staff could not be induced to join the service on most liberal rates and terms. We refer to the period when the construction of the Uganda Railway was commencing in 1893.

24. It would be perfectly reasonable and justifiable for the Railway Administration to issue a notice to the effect that in view of the future necessary

it has decided to revise the present scale of salaries as it cannot see its way to continue to pay the same salaries as paid hitherto to the staff engaged years ago and therefore all newly engaged staff will be paid according to the revised scale, and that their prospects, instead of what was offered to the old servants before the operation of the revised rules, will hereafter be changed accordingly.

One would have anything to say against such a step. Any one entering the service with his eyes open after studying the revised prospects would naturally have to abide by the revised rules, but to apply such changed conditions to old servants, would, we venture to submit, be grossly unjust and would impair the efficiency of the service to such an extent that it would be economically unwise and unsound to keep such discontented staff in service at any salary.

25. As a universal Rule the longer service an employee puts in he considers his position to be more consolidated and the employer naturally considers how best to improve his (the employee's) prospects according to his value which increases by reason of the experience he has gained but the retrograde step now proposed to be taken, is such as would make the most loyal servant lose all interest in the future life and also to lose faith in the honesty of all dealings of the world.

26. We further humbly beg to submit that if the scales of the salaries were to be revised with every change of the control of the Railway or with the advent of every appointment of various Committees and Commissions, the sense of security would be completely destroyed and the efficiency of the staff would be undermined and would naturally interfere with the smooth working of the Railway machinery. The staff would in fact be reduced to a purely temporary establishment always on the look out to leave the service at the earliest opportunity whenever the prospects of an employment of permanent nature, outside the Railway, appears to be visible.

27. The proposed action of the Government is, in effect, as bad and unreasonable as would be the concerted action on the part of the whole staff who, on the plea of increased cost of living, suddenly decided to demand a revision of the scale of salaries with increased salaries and improved prospects, and threatened to leave the service if the same was not immediately or gradually granted to all the old and new employees, and specially if such a proposition was to be put forward when it was extremely difficult for the Railway to obtain the necessary staff elsewhere in the country. This is what the action of the Government amounts to, when looked at from the opposite view. The plight of the staff becomes an extremely embarrassing one when the factor of the universal unemployment is taken into consideration and also as the employee realises that having spent the best part of his life in the service of the Railway, he is of little use to the world outside. We can hardly believe that His Majesty's Government would, at this juncture, take such undue advantage of the distressed position of old and faithful servants.

28. We further beg to state that the proposed scheme would be exceedingly anomalous in a large number of cases. In order to illustrate this, we would state the case of senior official who draws a salary of say shillings 380/- per month. His three years agreement expires, say a month after the introduction of the new rules and he is reduced to a monthly salary of shillings 320/-. He has a junior working under him drawing, say, shillings 240/- per month and has signed a three years contract a month prior to the surprise of the new rules being sprung upon the general staff. The Junior would for the next three years draw shilling 40/- more than his senior. A further anomaly as to the remuneration of the higher and lower grade officials will occur frequently in the case of the leave allowance according to the coincidence or the chance as to the date when one's leave falls due. Higher grade officials who are less fortunate as to the date of their leave becoming due, will get lesser rate of leave allowance than their juniors whose leave happens to become due, on a favourable date.

29. We also respectfully beg to submit that the least that could be expected of any employer who has any respect for fair dealing, would be, that in case of extreme financial embarrassment, if he could not continue to pay his staff at the rate of wages paid by him in the past years, he would give the old servants the option of either accepting reduced salaries without prejudicing their privileges which they have already earned, or of retiring from the service by getting such proportionate privileges and gratuities which they have already earned, as the retirement is practically forced upon the employee for no fault of his. But of course we submit that no such grounds of financial crisis exist as far as the Uganda Railway is concerned, as very heavy retrenchments, particularly in the Asian staff, have already been made and most of the unfortunate employees have been turned away without being paid anything in the form of compensation in consideration of the privileges earned by them for the proportionate period of service put in by them.

30. It is obvious that the discontinuance of the 25 per cent of the European allowance is the cause of the present reduction and the popular belief throughout the service is that the proposed action of the Railway is an ingenious method of repudiating their deferred liabilities by threatening the staff with the reduced

it has decided to revise the present scale of salaries as it cannot see its way to continue to pay the same salaries as paid hitherto to the staff engaged years ago and therefore all newly engaged staff will be paid according to the revised scale, and that their prospects, instead of what was offered to the old servants before the operation of the revised rules, will hereafter be changed accordingly.

One would have anything to say against such a step. Any one entering the service with his eyes open after studying the revised prospects would naturally have to abide by the revised rules, but to apply such changed conditions to old servants, would, we venture to submit, be grossly unjust and would impair the efficiency of the service to such an extent that it would be economically unwise and unsound to keep such discontented staff in service at any salary.

25. As a universal Rule the longer service an employee puts in he considers his position to be more consolidated and the employer naturally considers how best to improve his (the employee's) prospects according to his value which increases by reason of the experience he has gained but the retrograde step now proposed to be taken, is such as would make the most loyal servant lose all interest in the future life and also to lose faith in the honesty of all dealings of the world.

26. We further humbly beg to submit that if the scales of the salaries were to be revised with every change of the control of the Railway or with the advent of every appointment of various Committees and Commissions, the sense of security would be completely destroyed and the efficiency of the staff would be undermined and would naturally interfere with the smooth working of the Railway machinery. The staff would in fact be reduced to a purely temporary establishment always on the look out to leave the service at the earliest opportunity whenever the prospects of an employment of permanent nature, outside the Railway, appears to be visible.

27. The proposed action of the Government is, in effect, as bad and unreasonable as would be the concerted action on the part of the whole staff who, on the plea of increased cost of living, suddenly decided to demand a revision of the scale of salaries with increased salaries and improved prospects, and threatened to leave the service if the same was not immediately or gradually granted to all the old and new employees, and specially if such a proposition was to be put forward when it was extremely difficult for the Railway to obtain the necessary staff elsewhere in the country. This is what the action of the Government amounts to, when looked at from the opposite view. The plight of the staff becomes an extremely embarrassing one when the factor of the universal unemployment is taken into consideration and also as the employee realises that having spent the best part of his life in the service of the Railway, he is of little use to the world outside. We can hardly believe that His Majesty's Government would, at this juncture, take such undue advantage of the distressed position of old and faithful servants.

28. We further beg to state that the proposed scheme would be exceedingly anomalous in a large number of cases. In order to illustrate this, we would state the case of senior official who draws a salary of say shillings 380/- per month. His three years agreement expires, say, a month after the introduction of the new rules and he is reduced to a monthly salary of shillings 320/-. He has a junior working under him drawing, say, shillings 360/- per month and has signed a three years contract a month prior to the surprise of the new rules being sprung upon the general staff. The Junior would for the next three years draw shillings 40/- more than his senior. A further anomaly as to the remuneration of the higher and lower grade officials will occur frequently in the case of the leave allowance according to the coincidence or the chance as to the date when one's leave falls due. Higher grade officials who are less fortunate as to the date of their leave becoming due, will get lesser rate of leave allowance than their juniors whose leave happens to become due, on a favourable date.

29. We also respectfully beg to submit that the least that could be expected of any employer who has any respect for fair dealing, would be, that in case of extreme financial embarrassment, if he could not continue to pay his staff at the rate of wages paid by him in the past years, he would give the old servants the option of either accepting reduced salaries without prejudicing their privileges which they have already earned, or of retiring from the service by getting such proportionate privileges and gratuities which they have already earned, as the retirement is practically forced upon the employee for no fault of his. But of course we submit that no such grounds of financial crisis exist as far as the Uganda Railway is concerned, as very heavy retrenchments, particularly in the Asian staff, have already been made and most of the unfortunate employees have been turned away without being paid anything in the form of compensation in consideration of the privileges earned by them for the proportionate period of service put in by them.

30. It is obvious that the discontinuance of the 25 per cent. of the European allowance is the cause of the present reduction and the popular belief throughout the service is that the proposed action of the Railway is an ingenious method of repudiating their deferred liabilities by threatening the staff with the reduced

pay which would inevitably result in the retirement of the numerous officials who are about to become entitled to their gratuity.

31. The Memorialists of Your Grace beg to submit that the Railway Administration cannot be placed on a sounder financial basis than by the employment of efficient and properly paid Asian staff with a security of the tenure of their office assured to them permanently as until such time as the indigenous natives of the country are trained to take their place it is impossible to get the staff to perform the duties efficiently at almost double the cost paid to Asian servants.

PRAYER

32. In conclusion, your Memorialists most humbly and respectfully pray that Your Grace will decide that no grounds of economy of financial consideration exist for making any reduction in the emoluments of the Asian staff who are in receipt of very small salaries as compared with the European staff discharging the same functions or should you unfortunately decide that a revision and reduction of the salaries of the Asian Staff is imperative, Your Grace will be graciously pleased to order that any new Rules that may be enforced, will not be made applicable to the employees who have joined the Railway service prior to the year 1923.

That in the case of employees who have joined the service after the year 1923 but before the introduction of the new Rules, they may be given the option of either accepting the reduced salary or of retiring on payment of the proportionate amount of the gratuity and Provident Fund earned by them.

33. Lastly the Memorialists of Your Grace beg permission to state that the prayer as made above if granted will bring the Uganda Railway Asian Staff in line with the Asian staff employed in the Government service other than the Railway. In the case of the Asian Civil Servants employed by the Government the revision of the scale of their salaries has been so arranged that the change does not affect the rates of pay of old servants. Although we do not in any manner wish to be understood to say that the scale affecting the future salaries of the newly engaged staff of the Government Civil Service is a just and proper one, for it would be expressing an opinion on the conditions of service of a branch for which we hold no brief, we beg to submit that the general principle of the change being made in such a way as not to affect the old servants has been fully recognised in the case of Asian Government Servants. The Railway being administered or being at least under the control of Your Grace, we really fail to understand why two principles so diametrically opposed to each other, should be applied to two sister branches of the service in one and the same Colony. The only difference between the branches (of the Asian Civil Service of the Government and the Railway) is that one is pensionable and in the case of other, a bonus in the shape of Provident Fund and Gratuity is given in lieu of pension. The members of both branches of service, perform almost identical duties; both are on a permanent scale as entirely distinct from the temporary staff which also exists in both the branches and we beg to say that as far as the principle of any alteration in the future salaries is concerned, it should be applied uniformly (not as regards the actual rates of salaries but as regards the effect of present and future salaries) to both the branches.

Thanking Your Grace, in anticipation, for your favourable and sympathetic consideration

We beg to remain,
Your Grace,
Your Most Obedient and humble Servants,
Alla Bakhs
President
Anant Ram
General Secretary

FOR INFORMATION AND GUIDANCE OF
THE SERVANTS OF THE ADMINISTRATION.

Appendix "A".

UGANDA RAILWAY

Special Notice No. 698.

Special notices are sent out as occasion demands, in addition to the Weekly notices, and are numbered consecutively with the Weekly notices.

The same arrangement as to the acknowledgment of the Weekly notices applies.

GENERAL MANAGER'S OFFICE
Nairobi, 20th October, 1923.

C. L. N. FELLING,
General Manager.

REVISED CONDITIONS OF SERVICE FOR ASIATIC STAFF.

1. The following revised scales of salaries and wages have been approved by the Secretary of State for the Colonies and come into force as from November 1st, 1923, subject to the conditions in paragraph 3:—

2.	GRADE.	Minimum and Maximum rates of pay. SHILLINGS PER MENSEM.
	Permanent Way Inspectors	400 by 25—600
	Sub-Permanent Way Inspectors	150 by 15—350
	Overseers	350 by 25—550
	Sub-Overseers	150 by 15—330
	Draughtsmen	350 by 25—500
		150 by 15—340
	Station Masters "C"	350 by 25—450
	Station Masters "D"	250 by 15—330
	Assistant Station Masters	150 by 15—240
	Clerks Goods, Booking, Luggage and Parcels	350 by 25—425
	Assistant Clerks: Goods, Booking, Luggage and Parcels	250 by 15—330
		150 by 15—240
	Pier Clerks	350 by 25—450
		250 by 15—330
	Assistant Pier Clerks	150 by 15—240
	Signallers-in-Charge	250 by 15—320
	Signallers, Telephone Operators, Train Clerks and Ticket Collectors	120 by 15—240
	Yard Foremen	350 by 25—450
		250 by 15—330
	Assistant Yard Foremen	150 by 15—240
	Tally Clerks	150 by 15—240
		250 by 15—350
	Weighing Machine Fitters	150 by 15—230
	Guards	150 by 15—340
	Drivers "A" Class	365 by 25—450
		250 by 15—350
	Drivers "B" Class	150 by 15—230
	Fireman "A" Class (passed shunter)	100 by 10—145
	Firemen "B" Class	60 by 10—70
	Artizan "A" Class	450 by 25—600
	Artizan "B" Class (Supervisors and Chargehands)	350 by 25—440
		230 by 15—340
	Artizan "C" Class	100 by 10—200
	Assistant Artizans	50 by 10—90
	Cooks & Stewards, Chief "A" Grade	210 by 15—250
	Cooks & Stewards, Chief, "B" Grade	150 by 10—200
	Assistant Cooks & Stewards, "A" Grade	110 by 10—140
	Assistant Cooks & Stewards, "B" Grade	80 by 10—100
	Pressmen	120 by 15—240
	Pressmen (Senior)	250 by 15—330
	Tug Masters (Marine)	350 by 25—500
		250 by 15—330
	Mates (Marine)	150 by 15—250
	3rd Engineers (Marine)	320 by 25—450
		150 by 15—300

FOR INFORMATION AND GUIDANCE OF
THE SERVANTS OF THE ADMINISTRATION.

Appendix "A".

UGANDA RAILWAY

Special Notice No. 698.

Special notices are sent out at occasion demands, in addition to the Weekly notices, and are numbered consecutively with the Weekly notices.

The same arrangement as to the acknowledgment of the Weekly notices applies.

GENERAL MANAGER'S OFFICE :
Nairobi, 20th October, 1923.

C. L. N. FELLING,
General Manager.

REVISED CONDITIONS OF SERVICE
FOR
ASIATIC STAFF.

1. The following revised scales of salaries and wages have been approved by the Secretary of State for the Colonies and come into force as from November 1st, 1923, subject to the conditions in paragraph 3 :—

2.	GRADE.	Minimum and Maximum rates of pay	
		SHILLINGS PER MENSEM.	
	Permanent Way Inspectors	400	by 25—600
	Sub-Permanent Way Inspectors	150	by 15—350
	Overseers	350	by 25—550
	Sub-Overseers	150	by 15—330
	Draughtsmen	350	by 25—500
	Station Masters "C"	150	by 15—340
	Station Masters "D"	350	by 25—450
	Assistant Station Masters	250	by 15—330
	Clerks : Goods, Booking, Luggage and Parcels	150	by 15—240
	Assistant Clerks : Goods, Booking, Luggage and Parcels	350	by 25—425
	Pier Clerks	250	by 15—330
	Assistant Pier Clerks	150	by 15—240
	Signallers-in-Charge	250	by 15—320
	Signallers, Telephone Operators, Train Clerks and Ticket Collectors	120	by 15—240
	Yard Foremen	350	by 25—450
	Assistant Yard Foremen	250	by 15—330
	Tally Clerks	150	by 15—240
	Weighing Machine Fitters	150	by 15—240
	Guards	150	by 15—230
	Drivers "A" Class	150	by 15—340
	Drivers "B" Class	365	by 25—450
	Fireman "A" Class (passed shunter)	250	by 15—350
	Firemen "B" Class	150	by 15—230
	Artizan "A" Class	100	by 10—145
	Artizan "B" Class (Supervisors and Chargehands)	60	by 10—90
	Artizan "C" Class	450	by 25—600
	Assistant Artizans	350	by 25—440
	Cooks & Stewards, Chief, "A" Grade	230	by 15—340
	Cooks & Stewards, Chief, "B" Grade	100	by 10—200
	Assistant Cooks & Stewards, "A" Grade	50	by 10—90
	Assistant Cooks & Stewards, "B" Grade	210	by 15—250
	Pressmen	150	by 10—200
	Pressmen (Senior)	110	by 10—140
	Tug Masters (Marine)	80	by 10—100
	Mates (Marine)	120	by 15—240
	3rd Engineers (Marine)	250	by 15—330
		350	by 25—500
		250	by 15—330
		150	by 15—250
		320	by 25—450
		150	by 15—300

20

Clerks, including Cashiers and Steamer Clerks	440 upwards.
Special Grade	320 by 25—425
"A" Grade	210 by 15—300
"B" Grade	by 10—200
"C" Grade	20 by 5—40
Chowkidars	20 by 5—40
Sweepers	40 by 5—80
Jemadars	

CONDITIONS AND METHODS OF ADJUSTMENT.

3. (a) The above scales will be applied forthwith in the case of all new appointments.
- (b) Staff who are at present serving on ordinary agreements will continue to draw their present emoluments until the expiry of their agreements after which they will be regraded under the new scales.
- (c) Staff serving on indefinite agreements will continue to draw their present emoluments for a period of 33 months from the date on which these revised scales come into operation, after which they will be regraded and sign new agreements.
- (d) Staff serving on provisional agreements will be regraded forthwith and will sign ordinary agreements, entering the new scale at the minimum of their grade. Service on the provisional agreement will count for leave.
- (e) Staff whose agreements have expired and have not been renewed will continue to draw their present emoluments for a period of 33 months from the date of the expiry of their old agreements after which they will be regraded under the new scales.
- (f) Staff promoted to a higher grade will come under the new scale of the grade to which they are promoted but will continue to draw not less than their present emoluments until the expiry of their existing agreements after which they will be regraded on the new scales.
- (g) No increments will be granted to staff who retain their present emoluments under the foregoing clauses, which would bring their emoluments in excess of the maximum of the new scale for their grade.

GRATUITIES

For those members of the staff who will have completed fifteen years' service prior to reduction in pay under this circular, gratuities on ultimate retirement will be calculated on the rate of pay operative prior to the reduction.

ALLOWANCES.

5. The following revised scales of allowances will take effect from November 1st, 1923 and will apply to all Asiatic members of the staff without exception.
- (a) **HOUSE ALLOWANCES.**—Staff not provided with quarters will be granted house allowance at the rate of 15 per cent. of the initial salary of their new grade with a minimum of shs. 35 per mensem.
- (b) **TRAVELLING ALLOWANCES.**—Staff not in receipt of rations or ration allowance while travelling on duty will be granted travelling allowance for every night absent from their headquarters as follows:—50 cents for every sh. 50 of salary, subject to a maximum of sh. 6 per night. The full allowance may be drawn up to seven days stay in any one place. The full allowance may be drawn for another fourteen days stay in that half the full allowance may be drawn for another fourteen days stay in that place. On the expiry of 21 days consecutive stay in the same place the allowance will cease entirely.
- (c) **RELIEVING ALLOWANCE.**—Transportation station staff and marine steamer clerks when relieving at stations other than their headquarters or on steamers to which they are not attached are paid relieving allowance at the same rate as travelling allowance. When relieving at their headquarters or on a steamer to which they are attached, they are paid half the above. This allowance can be drawn in full up to a maximum of 30 days.
- (d) **OVERTIME:**
- (1) **TRANSPORTATION RUNNING STAFF.**—Staff on duty in excess of thirteen hours are granted overtime up to a maximum of 3 hours at ordinary rates of pay on the basis of a 9 hour day and a 30 day month i.e., 1/270 of the monthly rate of pay per hour.
- (2) **TRANSPORTATION KILINDINI PIER STAFF.**—Staff working between 12 to 14 hours are paid overtime at the rate of 1/240 of the monthly rate of pay per hour. Staff working between 17 and 7 hours are paid the above overtime plus one quarter.

(3) **MECHANICAL AND MARINE WORKSHOP STAFF, TRANSPORTATION SHED STAFF AND ENGINEERING STAFF.**—Artizans and labourers are paid overtime at ordinary rates of pay based on an 8 hour day and a 30 day month, i.e., 1/210 of the monthly rate of pay per hour.

(4) **PRESSMEN.**—Senior Pressmen, Pressmen and labourers on duty in excess of Press working hours are paid overtime at ordinary rates of pay on the basis of a 7 hour day and a 30 day month, i.e., 1/210 of the monthly rate of pay per hour.

(Note.—Work on gazetted Public Holidays, Sundays and Saturday afternoons counts as overtime).

(e) **RUNNING, &c., ALLOWANCES TRANSPORTATION RUNNING STAFF.**—The following allowances apply to Transportation Running Staff only:—

(1) **MILEAGE ALLOWANCES.**—Allowances as under for every 100 miles run will be paid to Transportation Running Staff i.e., Drivers, Firemen, Guards and Ticket Examiners

	Ordinary engines.	Mallet engines.
	Sh. C.	Sh. C.
Drivers "A" Class	10 00	12 00
Drivers "B" Class	6 00	8 00
Firemen "A" (when driving)	6 00	8 00
Firemen "A" (when firing)	3 00	4 00
Firemen "B" (when firing)	2 00	3 00
Firemen "A" or "B" (when shunting)	4 00	
		Sh. C.
Guards and Ticket Examiners		3 00

Staff working ballast, fuel, material and construction trains will be paid the above allowances at the rate of 10 miles per hour if their actual mileage does not amount to 100 miles. For mileages of 100 and over the above rates will be paid on actual mileage run.

Shunting mileage is reckoned at 5 miles per hour

(2) **STABLING ALLOWANCE.**—Stabling allowance at the following rates will be paid to all running staff stabling out at a wayside station:—

	Sh. C.
	per night.
Drivers	3 00
Firemen	1 00
Guards	1 00

(3) **UNDER REST ALLOWANCE.**—Staff called out for duty under rest, i.e., with less than 10 hours clear rest at a home station or 8 hours clear rest at an outstation are allowed to add to their mileage, vide (1), 10 miles for every hour or part thereof of rest foregone.

(4) **HOLIDAY ALLOWANCE.**—Staff working on Sundays and gazetted Public Holidays are granted one day's pay over and above whatever they may otherwise earn on such days.

**TRANSPORTATION DEPARTMENT
EUROPEAN RUNNING STAFF
RUNNING &c. ALLOWANCES**

Previous Circulars regarding the above are cancelled and the following allowances will be granted as from the 1st November, 1923:—

MILEAGE ALLOWANCE.—Allowances as under for every 100 miles run will be paid to Drivers, Firemen, Guards and Ticket Examiners.

	Ordinary engines.	Mallet engines.
	S. C.	S. C.
Drivers	12 00	15 00
Firemen (when driving)	12 00	15 00
" (when shunting)	8 00	
" (when firing)	4 00	6 00
		S. C.
Guards and Ticket Examiners		5 00

Staff working ballast, fuel, material and construction trains will be paid the above allowances at the rate of 10 miles per hour if their actual mileage does not amount to 100 miles. For mileages of 100 and over the above rates will be paid on actual mileage run.

Shunting mileage is reckoned at 5 miles per hour

STABLING ALLOWANCE.—Stabling allowance at the following rates will be paid to all running staff stabling out at a wayside station:—

	Shillings per night.
Drivers	5 00
Firemen	3 00
Guards	3 00

(3) **MECHANICAL AND MARINE WORKSHOP STAFF, TRANSPORTATION SHED STAFF AND ENGINEERING STAFF.**—Artizans and labourers are paid overtime at ordinary rates of pay based on an 8 hour day and a 30 day month, i.e., 1/210 of the monthly rate of pay per hour.

(4) **PRESSMEN.**—Senior Pressmen, Pressmen and labourers on duty in excess of Press working hours are paid overtime at ordinary rates of pay on the basis of a 7 hour day and a 30 day month, i.e., 1/210 of the monthly rate of pay per hour.

(Note.—Work on gazetted Public Holidays, Sundays and Saturday afternoons counts as overtime).

(e) **RUNNING, &c., ALLOWANCES TRANSPORTATION RUNNING STAFF.**—The following allowances apply to Transportation Running Staff only :—

(1) **MILEAGE ALLOWANCES.**—Allowances as under for every 100 miles run will be paid to Transportation Running Staff, i.e., Drivers, Firemen, Guards and Ticket Examiners.

	Ordinary engines.	Mallet engines.
	Sh. C.	Sh. C.
Drivers "A" Class	10 00	12 00
Drivers "B" Class	6 00	8 00
Firemen "A" (when driving)	6 00	8 00
Firemen "A" (when firing)	3 00	4 00
Firemen "B" (when firing)	2 00	3 00
Firemen "A" or "B" (when shunting)	4 00	

Guards and Ticket Examiners

Staff working ballast, fuel, material and construction trains will be paid the above allowances at the rate of 10 miles per hour if their actual mileage does not amount to 100 miles. For mileages of 100 and over the above rates will be paid on actual mileage run.

Shunting mileage is reckoned at 5 miles per hour

(2) **STABLING ALLOWANCE.**—Stabling allowance at the following rates will be paid to all running staff stabling out at a wayside station :—

	Sh.	C.
	per night.	
Drivers	3	00
Firemen	1	00
Guards	1	00

(3) **UNDER REST ALLOWANCE.**—Staff called out for duty under rest, i.e., with less than 10 hours clear rest at a home station or 8 hours clear rest at an outstation are allowed to add to their mileage, vide (1), 10 miles for every hour or part thereof of rest foregone

(4) **HOLIDAY ALLOWANCE.**—Staff working on Sundays and gazetted Public Holidays are granted one day's pay over and above whatever they may otherwise earn on such days

TRANSPORTATION DEPARTMENT

EUROPEAN RUNNING STAFF

RUNNING &c. ALLOWANCES

Previous Circulars regarding the above are cancelled and the following allowances will be granted as from the 1st November, 1923 :—

MILEAGE ALLOWANCE.—Allowances as under for every 100 miles run will be paid to Drivers, Firemen, Guards and Ticket Examiners.

	Ordinary engines.	Mallet engines
	S. C.	S. C.
Drivers	12 00	15 00
Firemen (when driving)	12 00	15 00
.. (when shunting)	8 00	..
.. (when firing)	4 00	6 00

Guards and Ticket Examiners

Staff working ballast, fuel, material and construction trains will be paid the above allowances at the rate of 10 miles per hour if their actual mileage does not amount to 100 miles. For mileages of 100 and over the above rates will be paid on actual mileage run.

Shunting mileage is reckoned at 5 miles per hour

STABLING ALLOWANCE.—Stabling allowance at the following rates will be paid to all running staff stabling out at a wayside station :—

	Shillings per night.
Drivers	5 00
Firemen	3 00
Guards	3 00

Clerks, including Cashiers and Steamer Clerks	440 upwards.
Special Grade	320 by 25—425
"A" Grade	210 by 15—300
"B" Grade	by 10—200
"C" Grade	20 by 5—40
Chowkidars	20 by 5—40
Sweepers	40 by 5—80
Jemadars	

CONDITIONS AND METHODS OF ADJUSTMENT.

3. (a) The above scales will be applied forthwith in the case of all new appointments.
- (b) Staff who are at present serving on ordinary agreements will continue to draw their present emoluments until the expiry of their time to draw which they will be regraded under the new scales.
- (c) Staff serving on indefinite agreements will continue to draw their agreements after which they will be regraded under the new scales.
- (d) Staff serving on a period of 33 months from the date on present emoluments for a period of 33 months from the date on which these revised scales come into operation, after which they will be regraded and sign new agreements.
- (e) Staff serving on provisional agreements will be regraded forthwith and will sign ordinary agreements, entering the new scale at the minimum of their grade. Service on the provisional agreement will count for leave.
- (f) Staff whose agreements have expired and have not been renewed will continue to draw their present emoluments for a period of 33 months from the date of the expiry of their old agreements after which they will be regraded under the new scales.
- (g) Staff promoted to a higher grade will come under the new scale of the grade to which they are promoted but will continue to draw the grade to which their present emoluments until the expiry of their existing agreements after which they will be regraded on the new scales.
- (h) No increments will be granted to staff who retain their present emoluments under the foregoing clauses, which would bring their emoluments in excess of the maximum of the new scale for their grade.

GRATUITIES

For those members of the staff who will have completed fifteen years' service prior to reduction in pay under this circular, gratuities on ultimate retirement will be calculated on the rate of pay operative prior to the reduction.

ALLOWANCES.

5. The following revised scales of allowances will take effect from November 1st, 1923 and will apply to all Asiatic members of the staff without exception.

- (a) **HOUSE ALLOWANCES.**—Staff not provided with quarters will be granted house allowance at the rate of 15 per cent. of the initial salary of their new grade with a minimum of shs. 35 per mensem.
- (b) **TRAVELLING ALLOWANCES.**—Staff not in receipt of rations or ration allowance while travelling on duty will be granted travelling allowance for every night absent from their headquarters as follows:—50 cents for every sh. 50 of salary, subject to a maximum of sh. 6 per night.

The full allowance may be drawn up to seven days stay in any one place, half the full allowance may be drawn for another fourteen days stay in that place. On the expiry of 21 days consecutive stay in the same place the allowance will cease entirely.

- (c) **RELIEVING ALLOWANCE.**—Transportation station staff and marine steamer clerks when relieving at stations other than their headquarters or on steamers to which they are not attached are paid relieving allowance at the same rate as travelling allowance.

When relieving at their headquarters or on a steamer to which they are attached, they are paid half the above.

This allowance can be drawn in full up to a maximum of 30 days.

(d) OVERTIME:

- (1) **TRANSPORTATION RUNNING STAFF.**—Staff on duty in excess of thirteen hours are granted overtime up to a maximum of 3 hours at ordinary rates of pay on the basis of a 9 hour day and a 30 day month, i.e., 1/270 of the monthly rate of pay per hour.
- (2) **TRANSPORTATION KILINDINI PIER STAFF.**—Staff working between 12 to 14 hours are paid overtime at the rate of 1/240 of the monthly rate of pay per hour. Staff working between 17 and 7 hours are paid the above overtime plus one quarter.

(3) **MECHANICAL AND MAINTENANCE WORKSHOP STAFF, TRANSPORTATION SHED STAFF AND ENGINEERING STAFF.**—Artizans and labourers are paid overtime at ordinary rates of pay based on an 8 hour day and a 30 day month, i.e., 1/210 of the monthly rate of pay per hour.

(4) **PRESSMEN.**—Senior Pressmen, Pressmen and labourers on duty in excess of Press working hours are paid overtime at ordinary rates of pay on the basis of a 7 hour day and a 30 day month, i.e., 1/210 of the monthly rate of pay per hour.

(Note.—Work on gazetted Public Holidays, Sundays and Saturday afternoons counts as overtime).

(e) **RUNNING, &c., ALLOWANCES TRANSPORTATION RUNNING STAFF.**—The following allowances apply to Transportation Running Staff only:—

(1) **MILEAGE ALLOWANCES.**—Allowances as under for every 100 miles run will be paid to Transportation Running Staff, i.e., Drivers, Firemen, Guards and Ticket Examiners.

	Ordinary	Mallet
	engines.	engines.
	Sh. C.	Sh. C.
Drivers "A" Class	10 00	12 00
Drivers "B" Class	6 00	8 00
Firemen "A" (when driving)	6 00	8 00
Firemen "A" (when firing)	3 00	4 00
Firemen "B" (when firing)	2 00	3 00
Firemen "A" or "B" (when shunting)	4 00	

Guards and Ticket Examiners Sh. C. 3 00

Staff working ballast, fuel, material and construction trains will be paid the above allowances at the rate of 10 miles per hour if their actual mileage does not amount to 100 miles. For mileages of 100 and over the above rates will be paid on actual mileage run.

Shunting mileage is reckoned at 5 miles per hour.

(2) **STABLING ALLOWANCE.**—Stabling allowance at the following rates will be paid to all running staff stabling out at a wayside station:—

	Sh. C.
	per night
Drivers	3 00
Firemen	1 00
Guards	1 00

(3) **UNDER REST ALLOWANCE.**—Staff called out for duty under rest, i.e., with less than 10 hours clear rest at a home station or 8 hours clear rest at an outstation are allowed to add to their mileage, vide (1), 10 miles for every hour or part thereof of rest foregone.

(4) **HOLIDAY ALLOWANCE.**—Staff working on Sundays and gazetted Public Holidays are granted one day's pay over and above whatever they may otherwise earn on such days.

TRANSPORTATION DEPARTMENT

EUROPEAN RUNNING STAFF

RUNNING &c. ALLOWANCES

Previous Circulars regarding the above are cancelled and the following allowances will be granted as from the 1st November, 1923:—

MILEAGE ALLOWANCE.—Allowances as under for every 100 miles run will be paid to Drivers, Firemen, Guards and Ticket Examiners.

	Ordinary	Mallet
	engines.	engines.
	S. C.	S. C.
Drivers	12 00	15 00
Firemen (when driving)	12 00	15 00
.. (when shunting)	8 00	
.. (when firing)	4 00	6 00

Guards and Ticket Examiners S. C. 5 00

Staff working ballast, fuel, material and construction trains will be paid the above allowances at the rate of 10 miles per hour if their actual mileage does not amount to 100 miles. For mileages of 100 and over the above rates will be paid on actual mileage run.

Shunting mileage is reckoned at 5 miles per hour.

STABLING ALLOWANCE.—Stabling allowance at the following rates will be paid to all running staff stabling out at a wayside station:—

	Shillings per night.
	Drivers
Firemen	3 00
Guards	3 00

(3) **MECHANICAL AND MARINE WORKSHOP STAFF, TRANSPORTATION SHED STAFF AND ENGINEERING STAFF.**—Artizans and labourers are paid overtime at ordinary rates of pay based on an 8 hour day and a 30 day month, i.e., 1/210 of the monthly rate of pay per hour.

(4) **PRESSMEN.**—Senior Pressmen, Pressmen and labourers on duty in excess of Press working hours are paid overtime at ordinary rates of pay on the basis of a 7 hour day and a 30 day month, i.e., 1/210 of the monthly rate of pay per hour.

(Note.—Work on gazetted Public Holidays, Sundays and Saturday afternoons counts as overtime).

(e) **RUNNING, &c., ALLOWANCES TRANSPORTATION RUNNING STAFF.**—The following allowances apply to Transportation Running Staff only :—

(1) **MILEAGE ALLOWANCES.**—Allowances as under for every 100 miles run will be paid to Transportation Running Staff, i.e., Drivers, Firemen, Guards and Ticket Examiners.

	Ordinary engines.	Mallet engines.
	Sh. C.	Sh. C.
Drivers "A" Class	10 00	12 00
Drivers "B" Class	6 00	8 00
Firemen "A" (when driving)	6 00	8 00
Firemen "A" (when firing)	3 00	4 00
Firemen "B" (when firing)	2 00	3 00
Firemen "A" or "B" (when shunting)	4 00	

Guards and Ticket Examiners 3 00

Staff working ballast, fuel, material and construction trains will be paid the above allowances at the rate of 10 miles per hour if their actual mileage does not amount to 100 miles. For mileages of 100 and over the above rates will be paid on actual mileage run.

Shunting mileage is reckoned at 5 miles per hour

(2) **STABLING ALLOWANCE.**—Stabling allowance at the following rates will be paid to all running staff stabling out at a wayside station :—

	Sh. C.
	per night
Drivers	3 00
Firemen	1 00
Guards	1 00

(3) **UNDER REST ALLOWANCE.**—Staff called out for duty under rest, i.e., with less than 10 hours clear rest at a home station or 8 hours clear rest at an outstation are allowed to add to their mileage, vide (1), 10 miles for every hour or part thereof of rest foregone.

(4) **HOLIDAY ALLOWANCE.**—Staff working on Sundays and gazetted Public Holidays are granted one day's pay over and above whatever they may otherwise earn on such days.

TRANSPORTATION DEPARTMENT

EUROPEAN RUNNING STAFF

RUNNING &c. ALLOWANCES

Previous Circulars regarding the above are cancelled and the following allowances will be granted as from the 1st November, 1923 :—

MILEAGE ALLOWANCE.—Allowances as under for every 100 miles run will be paid to Drivers, Firemen, Guards and Ticket Examiners.

	Ordinary engines.	Mallet engines.
	S. C.	S. C.
Drivers	12 00	15 00
Firemen (when driving)	12 00	15 00
... (when shunting)	8 00	...
... (when firing)	4 00	6 00

Guards and Ticket Examiners S. C. 5 00

Staff working ballast, fuel, material and construction trains will be paid the above allowances at the rate of 10 miles per hour if their actual mileage does not amount to 100 miles. For mileages of 100 and over the above rates will be paid on actual mileage run.

Shunting mileage is reckoned at 5 miles per hour

STABLING ALLOWANCE.—Stabling allowance at the following rates will be paid to all running staff stabling out at a wayside station :—

	Shillings per night.
Drivers	5 00
Firemen	3 00
Guards	3 00

UNDER REST ALLOWANCE.—Staff called out for duty under rest, i.e., with less than 10 hours clear rest at a home station or 8 hours clear rest at an outstation are allowed to add to their mileage 10 miles for every hour or part thereof of rest foregone.

HOLIDAY ALLOWANCE.—Staff working on Sundays and Gazetted Public Holidays are granted one day's pay over and above whatever they may otherwise earn on such days.

APPENDIX "B"

UGANDA RAILWAY ASIATIC UNION

Nairobi,
25th October, 1923.

The Honourable,
The General Manager,
Uganda Railway,
Nairobi.

Sir,

Revised conditions of Service for Asiatic Staff.

Weekly Traffic Notice No. 698 dated 20th October 1923.

At a Mass Meeting of the Railway Asiatic Staff representing all classes including the Artizans, held on the 24th instant with a view to ascertaining the opinion and the feelings of the staff relative to the new terms of service a resolution was unanimously passed, an extract of which is appended hereto, as directed, for transmission to the Secretary of State for the Colonies by cable at the cost of the Railway Asiatic Union.

Another resolution has been also unanimously carried to the effect that you may be approached with the request that you will be good enough not to enforce the new terms until a decision has been received from the Secretary of State on the Memorial to be submitted and to request you the favour of a reply by the end of this week.

We attach very great importance to the cable going forward to-day and shall be grateful if you will accede to our request. On receipt of your advice as to the cost of the cablegram we shall be pleased to send you a cheque immediately.

We beg to remain,

Sir,

Your Obedient servants,

ALLA BAKHSH,

President,

D. L. de COSTA,

For Hony. General Secretary

APPENDIX "B"

MEMORIAL TO BE TRANSMITTED TO THE SECRETARY OF STATE FOR THE COLONIES

The Uganda Railway Asiatic Staff, painfully surprised and disheartened Managers and employees now, with regard to the proposed scheme involving one sixth salary cut and a 33% increase in termination, present agreements or 33 months hence later.

It is our own belief that engagements existing staff would not be reduced now, which invariably reduces 1920 scales and prospects accepted by staff, in payment assuming responsibilities basing commitments thereon thus also disengagement, after long service, involving serious distress and hard lips. It is our own belief that engagements existing staff below those shorter service and seriously affect gratuity of those between 8 and 15 years service. Scheme more disadvantageous than that applied to Colonies staff who do not suffer any reduction present engagements. Respectfully submit it most unfair take advantage agreement up to now considered by staff as mere formalities stop Detailed Memorial follow pending which humbly appeal new scheme be suspended as intense dissatisfaction distress prevail among staff.

26th October, 1923.

S.P. 601

The President,

The Uganda Railway Asiatic Union,
Nairobi.

Dear Sir,

I am in receipt of your letter of the 25th instant, and have transmitted a copy thereof, together with the enclosures, to the Government.

I regret I am unable to give effect to the request contained in your second paragraph. Asiatic rates of pay have been under consideration for a very

long time and now that the Colonial Office has given a definite decision there is no justification for postponing carrying out that decision pending further consideration.

3. Should, however, your representations result in any modifications in the circular, would, of course also be considered.

Yours faithfully,

(Signed) C. L. N. FELLING.

General Manager,

Uganda Railway.

S 37876 Kenya

32467/24 Kenya

Amud 27053/25 SC

9 August 1924.

C. D.
R 7 ANG
D

SC

I am directed to acknowledge the receipt of your letter of the 1st of August, submitting a memorandum on the subject of the Asiatic staff of the Uganda Railway, and to inform you that this memorandum will receive his answer.

With regard to the last paragraph of your letter I am to state that the S. & S. cannot agree to any publication of any report of the interview which he granted you on

DRAFT.

uns-ud-Deer. En.
Sadat Nasir,
Chohatta Muffi Bakir,
Lahore.)
MINUTE.

13 NOV 1924

- Mr. Peel. 6.8.24.
- Mr. Machin 7/8/24
- Mr.
- Sir C. Davis.
- Sir G. Grindle.
- Sir H. Read.
- Sir J. Masterton Smith.
- Sir D. Arnold.
- Mr. Thomas.

to Sir Kya Long (14)

for detn to Governor. copy

(Signed) H. J. READ

desk. No. 168 of the 3rd. of (36052/24)

July, transmitting copies of the leave rules for these employees which were introduced on the 1st. of July, 1924. You will see from the enclosed copies that I regard these rules as fair and generous to the staff. It is not, however, quite clear to me what is intended to be the effect of ~~the~~ paragraph 10 (a) of the rules, and I shall be glad of an explanation on this point.

3. I take the opportunity also

DRAFT.

2

MINUTE.

- Mr.
- Mr.
- Mr.
- Mr. C. Davis.
- Mr. G. Grindle
- Mr. H. Read.
- Mr. J. Masterton Smith.
- Lord Arnold.
- Mr. Thomas.

also to invite reference to my desk. (M/3) of the 1st. of July, forwarding copies of questions asked in the House of Commons, and of my replies thereto, on the subject of the recent reductions in the number of Asiatic employees on the Railway.

I shall be glad if you will furnish me with a clear statement of the reasons for the reductions and of the extent to which

DRAFT.

(26855/24)

also to invite reference
to my despatch (M/3) of
the 1st. of July, forwarding
copies of questions asked
in the House of Commons,
and of my replies thereto,
on the subject of the
recent reductions in
the number of Asiatic
employees on the Railway.

I shall be glad if you
will furnish me with a
clear statement of the
reasons for the reductions
and of the extent to
which

MINUTE.

Mr.

Mr.

Mr.

Mr. C. Davis.

Mr. G. Grindle.

Mr. H. Read.

Mr. J. Masterton Smith.

Mr. Arnold.

Mr. Thomas.

Kenya

RECEIVED
R 31 OCT
D

DOWNING STREET,
October, 1924.
3 NOV 1924

Sir,

I am directed by Mr. Secretary

Thomas to refer to your letter of the 1st of August, and to inform you that he has now given careful consideration to the questions raised therein and in the accompanying memorandum, with regard to the conditions of service of Asiatic employees of the Uganda Railway. I

am, however, to make it clear at the outset that he cannot accept many of the expressions which you have employed, and to point out that violent allegations of prejudice are of no assistance to him in considering your representations.

2. I am further to observe that he cannot agree to your publishing the correspondence or to your making a public statement based on the interviews which have been given to you.

DRAFT.

Ames-ud-Deen, Esq.,

SH *9 not*

MINUTE.

- Mr. Jeffries 17.9.24
- Mr. Hottanley 29.9.24
- Mr.
- Mr. O. Davis.
- Mr. J. Grindle. 30.
- Mr. H. Read.
- Mr. J. Macarson-Smith
- SIR H. Lambert. *2/10*
- Mr. Arnold.
- Mr. Thomas. *open 20/10/24*

3 NOV 1924

copy to Sir by a brief (4)

for conson

2 drafts.

Further minute.

LD

3. Mr Thomas agrees that it is proper to draw a distinction between staff engaged on a purely temporary basis for a specific piece of work, and staff regularly employed on work of a quasi-permanent nature. He cannot however admit that the agreements under which regular non-pensionable employees of the Uganda Railway serve are to be regarded as mere formalities, to be renewed as a matter of course on their expiration. The fact is that the employees, whether European or Asiatic, are engaged for specified periods at a time, and under contracts containing provision for the determination of the engagement, under certain conditions, by either party. The right of the employee to exercise his power of determination, or to decline re-engagement without assigning a reason on the expiration of his contract would not be questioned; and conversely it is not possible

possible to question the action of the Government if it determines the engagement in accordance with the agreement, or declines, for whatever reasons, to re-engage. It follows that the Government can admit no liability for compensation in the case of an employee who is retrenched; nor is it possible to concede that the application of any general reduction of salaries or alteration of conditions of service to employees already serving should be deferred beyond the period of their existing engagements. It should be borne in mind that when increases of salary or improvements of conditions have been introduced in the past, the Government has not withheld the benefit of these concessions from officers already in the service.

4. With regard to the question of gratuities, Mr. Thomas has now approved of the adoption for the Uganda Railway

possible to question the action of the Government if it determines the engagement in accordance with the agreement, or declines, for whatever reasons, to re-engage. It follows that the Government can admit no liability for compensation in the case of an employee who is retrenched; nor is it possible to concede that the application of any general reduction of salaries or alteration of conditions of service to employees already serving should be deferred beyond the period of their existing engagements. It should be borne in mind that when increases of salary or improvements of conditions have been introduced in the past, the Government has not withheld the benefit of these concessions from officers already in the service.

4. With regard to the question of gratuities, Mr. Thomas has now approved of the adoption for the Uganda Railway

of the rules in force in India
quoted on page 11 of the printed
memorials which accompanied your
letter. The effect of this decision
will be that in the case of retire-
ment on medical grounds or on aboli-
tion of office after less than
fifteen years' service, a propor-
tionate gratuity will be payable at
the discretion of the General
Manager. On the other hand, in the
case of employees retiring volun-
tarily after the completion of fifteen
years' service, a gratuity will be payable
only when the reasons for resignation
are accepted as sufficient by the
General Manager. It will not be
possible to make the grant of pro-
portionate gratuities retrospective
so as to cover the cases of employees
whose retirement has already taken effect.

Mr. Thomas has examined the
leave rules for staff classed as
Asiatics which were introduced on the
1st

270
1st of July, 1934, and is satisfied
that they are fair and generous to the
staff.

6. With regard to the question
of waiting rooms which reference is
made in your letter, the latest informa-
tion which the Secretary of State has
received from the Governor of Kenya is
to the effect that at the only station
on the Uganda Railway at which the
Asiatic community have asked for a
waiting room, such a room is being
provided. The General Manager has been
making enquiries as to where more
could suitably be erected; and as far
as finances permit, arrangements for
separate accommodation for Europeans
and Asiatics will be gradually
introduced.

I am, etc.,

HENRY LAMBERT

270

1st of July, 1924, and is satisfied that the same are fair and generous to the staff.

6. With regard to the question of waiting rooms, to which reference is made in your letter, the latest information which the Secretary of State has received from the Governor of Kenya is to the effect that at the only station on the Uganda Railway at which the Asiatic community have asked for a waiting room, such a room is being provided. The General Manager has been making enquiries as to where more could suitably be erected; and as far as finances permit, arrangements for separate accommodation for Europeans and Asiatics will be gradually introduced.

I am, etc.,

(Signed) HENRY LAMBERT