

1925

Asate

2a
E. AFRICA

KENYA

S.O.
43762
23 SEP 25

FROM
C.A.G. DIENHAM.

1085

DATE
1st September 1925.

FOR CIRCULATION :-
Mr.
Mr.
Mr.
Asst. U.S. of S.
.....
Perm' U.S. of S.
Part U.S. of S.
Secretary of State.

CAPT. NICOLSON, 1/c E.A. WAR ACCOUNTS, ²⁰¹
EMOLUMENTS.

Encloses copy of C.A. Agreement, which shows Capt Nicolson to be entitled to usual privileges accorded to Kenya officials. As no quarters have been available he has therefore drawn House Allowance.

Previous Paper

O.A.G. 63461 *2a*

MINUTES

Mr B. Stanley

We have discussed. *at Kenyan*
Kenya

Eqm 29/9/25

W.O. 29.9.25

at once

JTB

Copy not done - 22 SEP 1925
Armed Col
17th Oct '25 W.O.
40 280/25

Subsequent Paper

W.O. 66713

KENYA.

No. 1085.



GOVERNMENT HOUSE.

NAIROBI.

KENYA

C.O.
43762
23 SEP 20

29th August, 1925.
1st September

Sir,

I have the honour to acknowledge the receipt of your cable dated the 14th August 1925, regarding the emoluments drawn by Captain A. Nicolson, Officer in Charge King's African Rifles Clearance Section.

2. The recommendation in paragraph (ii) of Kenya despatch No.14 King's African Rifles of the 22nd September 1920, was to the effect that Captain Nicolson should be engaged at Florins 1,440/- per mensem inclusive of all allowances. The question of his pay, however, was left open pending consultation with the War Office.

3. I enclose for ready reference a copy of the Agreement with Schedule dated the 18th January, 1921, entered into by the Crown Agents for the Colonies with Captain Nicolson. Paragraph 4 of the Schedule clearly shews this officer to be entitled to the usual privileges accorded to Kenya officials, and as no quarters have been available, Captain Nicolson has since April 1921 drawn House Allowance of Shs.432/- per mensem which represents 15% of his salary.

4. As desired Captain Nicolson has been informed that the allowance must not be drawn pending further instructions.

I have the honour to be,

Sir,

Your most obedient, humble servant,

W. J. S. Ham

RIGHT HONOURABLE

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

ACTING GOVERNOR.

SECRETARY OF STATE FOR THE COLONIES,
DOWNING STREET - LONDON, S.W.

W.O.
37122/25
Agreement with
Schedule.

50643/20
Kenya

also
Nicolson's
allow

KENYA COLONY.

203

No. 10613

AGREEMENT made the 18th day of JANUARY 1921, between the Crown Agents for the Colonies, London, acting on behalf of the Government of the Kenya Colony (hereinafter called the Government) and Alexander Nicolson of Kenilworth Hotel, Great Russell Street, London W.C.1 (hereinafter called the person engaged).

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

2. The salary of the office is at the rate of one thousand four hundred and forty florins (1440 florins) a month.

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

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

As witness our hands the day and year above written.

Signed by Horace Martin
(on behalf of the Crown Agents for the Colonies) in the presence of (nd) H. Grainger of the office of the Crown Agents for the Colonies.

Sgd. H. MARTIN.

Signed by Alexander Nicolson in the presence of (Signature W. Thomas. Address C.A. Office. Occupation.....)

Sgd. ALEX. NICOLSON.

Witness
d
- 12

1. (1) The engagement of the person engaged is for a tour of not more than six months continuous residential service, commencing from the date of disembarkation at Mombasa.

2. The duties of the person engaged shall include the usual duties of the office for which he is engaged, and any other suitable duties which the Government may call upon him to perform. The person engaged shall reside in such place and occupy himself in such manner as the Government, through its duly authorized officers, shall direct, and he shall not, either directly or indirectly, engage or be concerned in any other service or business whatsoever or receive commissions or profits of any kind, but shall devote the whole of his time and attention to the service of the Government, and shall use his utmost exertions to promote the interests of the Government.

3. (1) On first engagement half salary will be paid from the 1st day of January 1921. Full salary will begin from the date of disembarkation at Mombasa.

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

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

6. (1) "Passage" in this agreement means a first class passage and includes conveyance by railway, steamer, or other transport between the port of disembarkation and the station of the person engaged in the Colony.

(2) The Government shall provide the person engaged with a free passage from England to the Colony.

7. (1) On the completion of his tour of service the person engaged may, at the discretion of the Government, be granted leave of absence on full salary for the time necessarily spent on the voyage to South Africa and for five days in respect of each ^{month} completed/of continuous residential service, and shall be provided with a free passage to South Africa by the first opportunity after the completion of his tour of service.

8. (1) If the person engaged shall be compelled by reason of ill-health not caused by his own misconduct to resign his appointment or if, at any time, it shall be certified by a duly qualified medical officer employed by the Government that he is incapable on physical grounds of rendering further efficient service in the Colony, the Government shall pay him full salary up to but not including the date of departure from Mombasa of the first steamer by which, in the opinion of the Government, he could have embarked, and half salary during the time necessarily spent on the passage to South Africa and shall provide him with a free passage to South Africa provided he embarks by the first opportunity, after such resignation or certificate, but he shall have no further claim on the Government.

(2) A certificate signed by a duly qualified medical officer employed by the Government shall be conclusive evidence on the question whether or not the person engaged was compelled to resign his appointment by reason of ill-health within the meaning of this clause.

9. If the person engaged shall at any time neglect or refuse or from any cause (excepting ill-health not caused by his own misconduct, as provided in clause 8) become unable to perform any of his duties or to comply with any order, or shall disclose any information respecting the affairs of the Government to any person not in the employment of the Government, or shall in any manner misconduct himself, the Government may dismiss him, and on such dismissal all rights and advantages reserved to him by this

agreement

agreement shall cease, and he shall be liable to repay to the Government on demand the amount paid for his passage to the Colony.

10. (1) The Government may at any time determine the engagement of the person engaged on giving him one month's notice in writing, or on paying him one month's salary and in either case, if he is in the Colony at the time, furnishing him with a free passage to South Africa provided that he claims and avails himself of such return passage by the first opportunity after the expiration of his engagement.

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

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

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

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

File 43762/85 Ed
Kenya

O. D.
R. ROSEP
D. 304
207

Waching 18/8/15
Bottomley, 29.9.15

Ind. Sec
Unsent

30 Sept 1915

- Trachey.
- Shuckburgh.
- Davis.
- Grindle.
- Masterion Smith.
- Wmsby-Gore.
- Mery.

for answer (3722)

DRAFT.

The O.S. of N
W.S.

Sir,

With ref. to your letter No 15 C.A 615 D.I. of 12th Aug. I am etc to N. to be laid before the A.C. for the acc. copies of a despatch and a tel. from the O.S. of Kenya regarding the movements of Capt A.P. the officer in charge of the W.A.R. Clearance Section.

1 Sept
43762
25 Sept
43461

2 It now appears that the allowance referred to in your letter of 12th Aug. is not "local" allowance but house allowance in lieu of free quarters. It will be seen that para 4

of his agreement with
 with Capt. Nicolson entered
 with the G. agents for the
 (It provides that such
 an allowance might be
 granted if government
 quarters, free of rent, etc.
 not be available. The
 agreement is in the
 common form used for the
 temporary engagement of
 employees in the Kaura
 mine and the provisions
 as to free quarters or an
 allowance in lieu corresponds
 with what is normally advanced
 in the case of such employees.
 Ordinarily free post quarters
 would have been allotted,
 and as the Gov. of Kaura

- 1. Shuckburgh
- 2. Davis
- 3. Grindle
- 4. Masterton Smith
- 5. Ormsby Gore
- Amery

Sp
 50623/20
 had
 (Kauri)

DRAFT

had himself recommended
 in his Dept. No. 4 of
 the 22nd Sept. 1920. That
 Capt. Nicolson's salary at
 1440 plus in a month
 sub. to inclusion of all
 allowances, it is to
 be expected that when
 he found that free
 quarters etc. were made
 available for Capt. Nicolson,
 the Gov. did not consult
 his P. & S. before authorizing
 the issue of ~~an~~ allowance
 with having regard to the fact
 that ~~it was particularly so~~
 of the agreement
 that paragraph 4 does not
 definitely provide the

allowance, but only
states that it may be
issued in certain cases.

It is however clear to the
S.G.S that the allowance

having ^{once} been issued cannot
properly be withdrawn, and

Capt Nicolson's employment

is in any case to cease

on October 31st. The Army

feels ~~that~~ therefore that in

the vic. ~~the A.C. will agree~~

(He has no alternative
asking the A.C. to

to the payments being

allowed to stand.

It will be seen that

in view of Capt. Nicolson's

impending departure, the

S.G.S is anxious to

receive a final reply by

reference on the point

(Signed) W. O. BOTTOMLEY.

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