

1921

E. AFRICA

330

C. O.
34427
Rec'd
16 2 22

FROM
CROWN AGENTS.

DATE
11TH JULY.

FOR CIRCULATION:—

SUBJECT

- Mr.
- Mr.
- Mr.
- Mr. Grindie
- Sir H. Lambert
- Sir H. Reid
- Sir G. Piddie
- Mr. Wood
- Mr. Churchill

AGREEMENTS.

REVISED CLASS A & B.

Enclose six proofs of for the East African Dependencies.

Previous Paper

MINUTES

200
2697/

1. These agreements have been all carefully read through.
2. 6 Class A & 6 Class B Agreements now revised for return to C.A. herewith.
3. But (i) I have written to C.A. as to old para 3 on p. 1 of agreement (see Kenya B agreement as first revised) revised for C.A. I don't know whether the clause need be revised in any agreement. Wait for C.A. reply.

*Class agree 2000 22 July 22
for area 1 May 22 2697/2 ✓*

2697/

Subsequent Paper

Ca
37942

(ii) Some revision of I of above rules may be required, if it is decided that on this who

does go back for details
 his other branches etc.
 job at once is to depend
 on a set of return leave
 pay as well as
 passage. No.
 depend of passage is
 provided for in 9 and
 10(2). There are
 1/2 of cost as to the

W.H.K.
 15.7.21
 return

As to 3(i) Co. Tell me the
 clause is required in
 I agree to the agreement
 but no other.

A.C.P.
 14.7.21

but possibly
 Mr. [Name] has
 been decided on
 Co/23 Mr/21 Ed. (not cost on
 with the help) but in view
 of the return leave is to

leave by the unexpired portion
 of a 30 months term (15 months
 in Somalia) of course to be
 completed term, should be 331
 days at any time during the
 course thereof.

As regards more accurately
 reading an agreement, the position
 is a little different. As to passage
 provided is already made in 9 &
 10(2) of the schedule for the man
 to refund whole cost of passage
 out of the detentions his
 engagement. But return
 leave after one engagement provided
 in re-employment requires separate
 consideration. Leave is not part of
 the contract & cannot be required
 to in the schedule. In
 I of the leave dept. provided
 after the schedule, we say that
 the unexpired return leave
 will be required to sign an agreement
 before offered. What in the event
 of their failing to return to Eng.
 for further service they will, if
 called upon to do so, refund
 the amount of any pay drawn
 in respect of such leave. This
 amount has to be expounded.

returning to Prof. for further remarks
but determining the engagement
under clause 10(2) of the foregoing
Schedule or being dismissed under
clause 9 of the foregoing Schedule
they will, if called upon to do so,
repay the amount of any
pay drawn in respect of such
leave or such part of that pay
as the Government may direct;

This leaves it to the Govt. to demand
only a proportionate amount & so
I think correct.

If this is approved:-

and that the 12 revised opinion
agreements shall then be made
their addition in the Annexure
to prepare return leaf agreements for
use in the case of men re-employed
on agreement: to introduce these
new agreements at once, as soon
as practicable - to send us 3 copies
of each agreement as finally revised,
so that we can send copies to Prof.
for info. (with explanation as to
main changes - viz. leave & return
leave - & at same time we can
send

Prof. to say that if they have
any criticisms on new
form of agreement, Prof. will
be glad to consider them, but
that he thought it desirable
to introduce revised form without
waiting for answer, as it
seems probable that there will
be no material objections -
& to say we must add
that further corrections will be
sent up. ³³² Prof. & Mr. R.
agreement J.

When these revised agreements
are finally disposed of, we will
take up Police & other work
agreements.

Recd
19.7.21

Prof.
19/7/21

W.S.
19.7.21

I agree. I have made an error in the original form
filled in - should be slide in para 3. (2 key "B"
there was change.)

W.S.
19.7.21

WITNESS our hands the day and year above written.

SIGNED by the said

in the presence of

of the { SIGNATURE
Witness { ADDRESS
{ OCCUPATION

Sign here....
over 6d
stamp.

SIGNED by

(On behalf of the Crown Agents
for the Colonies as aforesaid) in
the presence of

CROWN AGENTS' OFFICE.
S.W.1.

Residence in ... B

KENYA COLONY.

A. 335

No. _____

Appts. _____

Agreement made the _____ day of _____ 19____
Between the Crown Agents for the Colonies, London, acting on behalf of the
Government of the Kenya Colony (hereinafter called the Government) and _____

_____ in the County of _____
hereinafter called the person engaged)

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

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

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

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

3.—The Government shall deduct each month from the salary of the person engaged the sum of _____ which amount shall be paid in England by the Crown Agents for the Colonies to _____ the _____ of the person engaged, on presenting to them a bill drawn upon them by the Government in _____ favour, and endorsed by _____

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

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

As witness our hands the day and year above written.

Signed by _____

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

presence of _____

of the office of the Crown Agents for the Colonies.

Signed by _____

in the presence of _____

Signature _____

Address _____

Occupation _____

August, 1920.

SCHEDULE.

Term of Engagement.

1.—(1) The engagement of the person engaged is for a tour of not less than twenty nor more than thirty months' continuous residential service commencing from the date of disembarkation at Mombasa, but the engagement may be extended as provided for in Clause 13.

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

(3) The person engaged may, notwithstanding the completion of a tour of service, be detained in the Colony at the option of the Governor for such further period as may be necessary in the interests of the Government.

Duties.

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 officer, 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. He shall conform to the General or standing orders of the Government and to the Colonial Regulations in so far as the same are applicable.

Salary.

3.—(1) On first engagement half salary will be paid from the date of leaving England. Full salary will begin from the date of disembarkation at Mombasa.

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

(3) The salary of the person engaged may be liable to deductions under Clause 11 and 12.

Quarters.

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, and on certain occasions, he will be granted an allowance in lieu of quarters at the discretion of the Government.

Travelling Allowance.

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.

Passage.

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, and conveyance by railway on the Continent of Europe where necessary.

* NOTE.—Officers are entitled first-class passage on the Continent of Europe, and to the terms of their appointments when travelling to or from their stations. Officers are always allowed first-class passage when with a companion of the same rank, and when they are permitted to travel first-class. It may be known that if a person is required to travel by a lower class, no claim for compensation will be entertained. This will not affect the arrangements referred to in paragraph (1) of this clause. The Government of Officers on the Coast of East Africa, by which a married officer, whose salary does not exceed £300 per year, will, from the 1st April, 1921, be entitled to twice the cost of his passage, and to make his own arrangements for his own and his wife's passage by whatever class he may prefer.

(2) The Government shall provide the person engaged with a free passage from England to the Colony, but shall provide him with a passage back to England only as hereinafter provided.

Leave of absence.

7.—(1) On the completion of a tour of service the person engaged (a) may, at the discretion of the Government, be granted leave of absence on full salary (known as vacation leave) for the time necessarily spent on the voyage home and for two and a half days in respect of each completed month of continuous residential service, and shall be provided with a free passage to England provided that he claims and avails himself of it within two months, and (b) if the engagement is being extended as provided for in Clause 13, may, at the discretion of the Government, be granted further leave of absence on full salary (known as return leave) for two and a half days in respect of each completed month of continuous residential service, and for the time necessarily spent on the voyage out, and shall be provided with a free passage out. The person engaged hereby agrees that, if he should fail to return to the Colony at the expiration of his return leave, he will repay on demand the amount which may have been paid to him in respect of such return leave.

(2) In this agreement the period of the voyage shall be reckoned as commencing on the day of embarkation and ending on the day previous to the day of disembarkation of the person engaged, both days inclusive.

In the case of any outward voyage from England the day of embarkation shall be taken to be the day previous to the date of departure from Marseilles of the steamer by which the person engaged travels, and in the case of any voyage to England the day of disembarkation shall be taken to be the day after the date of arrival at Marseilles of the steamer by which the person engaged travels.

Ill-health.

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 England, and shall provide him with a free passage to England, provided he embarks within two months of the date of such resignation or certificate, but he shall have no further claim on the Government. He may, however, at the option of the Government, be "invalided" home, in which case (a) he may be granted leave of absence on full salary (known as vacation sick leave) for the time necessarily spent on the voyage home and for two and a half days in respect of each completed month of continuous residential service and shall be provided with a free passage to England, and (b) if the engagement is being extended, as provided for in Clause 13, he may, at the discretion of the Government, be granted further leave of absence on full salary (known as return sick leave) for two and a half days in respect of each completed month of continuous residential service, and for the time necessarily spent on the voyage out, and shall be provided with a free passage out. The person engaged hereby agrees that if he should fail to return to the Colony at the expiration of his return sick leave, he will repay on demand the amount which may have been paid to him in respect of such return leave.

(2) Notwithstanding Clause 1 of this Schedule, a tour shall be deemed to be completed in the event of the person engaged being invalided home and his engagement shall be determined (unless, subject to the person engaged being passed as physically fit for further service by one of the Medical Officers of the Colonial Office, it be extended as provided for in Clause 13, from the date of the expiration of such leave as he may be granted other than return sick leave or any extension thereof).

(3) 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.

* NOTE.—Whenever all days are mentioned in this clause, 3 days may, at the discretion of the Governor, be substituted in respect of service at any station which is classed by the Government for purposes of reckoning leave as an "unhealthy station."

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

Dismissal

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

Determination of engagement

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

Liability to make good damage

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

Security

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

Further agreement

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

Contributions to Widows and Orphans Pension Scheme. Payments in England

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

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

Power of Crown Agents

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

*Agreed that the...
with... to... a...*
Agreement made this _____ day of _____
One thousand nine hundred and _____

Between _____

in the County of _____
of the one part, and THE CROWN AGENTS FOR THE COLONIES, of
Westminster, in the County of Middlesex, for and on behalf of the Government
of _____
of the other part.

Witnesses

is your ^{condition} ~~and~~ ^{return} ~~leave~~ ^{leave} for a period of _____
days from _____ day of _____
one thousand nine hundred and _____ and ~~leave~~ ^{return} to say hereafter he ~~leave~~ ^{return}

Witness

in consideration of the promise ~~made~~ ^{made} hereof, he ~~shall~~ ^{shall} be free on every occasion after the expiration of
such ~~leave~~ ^{leave} or ~~return~~ ^{return} to say as aforesaid fully to return to East Africa for further service under the
said Government or for service under the Government of any other British Colony or Protectorate in East Africa,
he will refund and repay to the said Government or to the Crown Agents for the Colonies on demand the amount
or amounts which may have been paid to him or on his behalf in respect of such ~~leave~~ ^{leave}.

Witness our hands the day and year above written.

Signed by the said _____

in the presence of _____

Signature _____

Address _____

Occupation _____

Signed by _____

in behalf of the Crown Agents for the Colonies as aforesaid, in the

presence of _____

CROWN AGENTS OFFICE

15, Abchurch Lane, London, E.C. 4, S.W.

ZANZIBAR PROTECTORATE.

No.

Class A.

Appts.

Agreement made the _____ day of _____ 19____

Between the Crown Agents for the Colonies, London, acting on behalf of the Government of the Zanzibar Protectorate (hereinafter called the Government), and _____

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

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

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

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

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

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

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

As witness our hands the day and year above written.

Signed by _____

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

Signed by _____

in the presence of _____

Of the Witness { Signature
Address
Occupation

SCHEDULE.

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

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

(3) The person engaged may, notwithstanding the completion of his tour of service, be detained in the Protectorate at the option of the Government for a further period, if, in the opinion of the Government the exigencies of the public service demand it; provided that the tour of service and such extended service shall not together exceed thirty-six months; and the provisions of this agreement shall apply to such extended period accordingly.

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

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

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

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

5. 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.

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

* Zanzibar.

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

7. (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 Protectorate, and conveyance by railway on the Continent of Europe where necessary.

(2) The Government shall provide the person engaged with a free passage from England to the Protectorate, but shall provide him with a passage back to England only as hereinafter provided.

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

9. If the person engaged shall at any time neglect or refuse or from any cause (excepting ill-health, not caused by his own misconduct, as provided in Clause 8) become unable to perform any of his duties or to comply with any order, or shall improperly disclose any information respecting the affairs of the Government to any 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 shall cease, and he shall be liable to repay to the Government on demand the amount paid for his passage to the Protectorate.

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

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

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 of his duties, and if any pecuniary loss is payable in respect of such security, it may be deducted from his salary by the Government.

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

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

15. When the person engaged is not in the Protectorate, the Crown Agents for the Colonies, when duly authorised by the Government or by the Secretary of State for the Colonies, shall be competent to exercise any of the powers of the Government under this agreement.

* The Government endeavours to provide officers with accommodation of the class by which they are privileged to travel, but it must be understood that, if circumstances render it necessary for an officer to travel by a lower class, no claim for compensation will be entertained. This will not affect the arrangements, applicable generally to European officials in the East African dependencies, by which a married officer, whose salary does not exceed £700 a year is allowed to receive one and a half times the cost of his passage, and to make his own arrangements for his own and his wife's passage by whatever class he wishes.

While leave of absence is not a legal right included in the contract, the person engaged, after a tour of service, or if invalided home before completing the tour, or if, when he is in the Protectorate, his engagement is terminated by reason of ill-health in accordance with the provisions of Clause 8 of the above Schedule, will ordinarily be granted, so far as the exigencies of the public service permit, leave under the regulations for European officers serving on agreement in East Africa, which are printed below.

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

I. Subject to the necessities of the service, officers may, after a tour of residential service, be granted vacation leave with full pay for the time necessarily taken on the journey to England, plus 3½ days for each completed calendar month of residential service, and if especially detained by the Government on public grounds after the completion of a tour of 30½ months' service, they may be granted vacation leave for 3½ days more with full pay in respect of each completed calendar month that they may have been detained.

In the case of officers who are returning to East Africa for further service, there may be added to their vacation leave a further period of leave with full pay, known as "return leave" for 3½ days for each completed calendar month of residential service, plus the time necessarily taken on the journey from England. Officers to whom return leave is granted will be required to sign an agreement to the effect that in the event of their failing to return to East Africa for further service they will, if called upon to do so, refund the amount of any pay drawn in respect of such leave; and that in the event of their returning to East Africa for further service but determining the engagement under clause 10 (2) of the foregoing schedule, or being dismissed under clause 9 of the foregoing schedule they will, if called upon to do so, refund the amount of any pay drawn in respect of such leave or such part of that pay as the Government may direct.

II. Officers invalided before completing a tour of service of 20½ months may be granted sick leave, with full pay, for the time necessarily taken on the journey to England plus 3½ days in respect of each completed calendar month of residential service.

In addition to the sick leave which may be granted under the foregoing regulation, if there is reason to believe that an officer will ultimately be fit to return to East Africa for duty, and if the Government desires to retain his services for a further tour, he may be granted "return sick leave" with full pay for 3½ days more (making 6½ days in all) in respect of each completed calendar month of residential service, plus the time necessarily taken on the journey from England, subject to the same conditions with regard to repayment as return leave.

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

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

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

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

* In Somaliland 15 months.

** Two and a half in respect of service in certain stations in Kenya and Nyassaland; three and a half in Somaliland.

† In Somaliland, 12 months.

‡ Five in respect of service in certain stations in Kenya and Nyassaland; seven in Somaliland.

§ Months for officers serving in Kenya and Uganda; Chinde for officers serving in Nyassaland; Zetulia for officers serving in Zanzibar; Dar es Salaam (Saharary) for officers serving in the Tanganyika Territory; and Adala for officers serving in Somaliland.

Case 34427 Copy

Case 37942

Int

DRAFT

CA

22 July 44

MINUTE

Mr. [Name]

Mr.

Mr. [Name]

Mr. [Name]

Mr. [Name]

Mr. [Name]

Mr. Wood

Mr. Churchill

Int

For the purpose of the present
agreement it is understood that
the following is the substance of the
agreement.

The agreement is
entirely subject to
the above and shall be
in the enclosed copies (viz.
6 Class A and 6 Class B
agreements) and subject
to the following addition
in all the agreements
at the end of paragraph
I of the draft.

Revised copies
of agreement filed
together with
below.

Regulations:-

and that in the event of their returning to Japan for further service and determining the engagement under clause 10(2) of the foregoing Schedule or being dismissed under clause 11 of the foregoing Schedule they will, if called upon to do so, repay the amount of any pay drawn in respect of such leave or such part of that pay as the Government may direct.

This addition will involve the substitution of the following in respect of such leave: *and the*
 para explained

(3) A special form of return leave agreement to be signed by Officers who serving on agreement are granted return leave ^{with a view to} re-engagement, will be required. You are requested to prepare such a form

form for immediate use.
(4) The new agreements (Class A & Class B) for all Japan dependents will be brought into use at once, and will supersede as soon as the agreements are available, you will forward to this Dept 3 copies of each, so that ^{these may} copies may be sent out with the necessary explanation to the various dependencies.

DRAFT.

MINUTE.

- Mr.
- Mr.
- Mr.
- A. J. Grindle.
- So. B. Lambert.
- Sir H. Todd.
- Sir G. Fisher.
- Mr. Wood.
- My. Clerk.

2

FORWARDED BY HEAD