

1921

KENYA

542

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46720
SEP 19 SEP 21

FROM
CROWN AGENTS

DATE
16th Sept 1921

FOR CIRCULATION:-

SUBJECT

VASEL GIMBU RLVY CONSTRUCTION STAFF

AGREEMENTS

Submits draft with note as to length of tour.

- Mr.
- Mr.
- Mr.
- Mr. Grindle
- Sir H. Lambert
- Sir H. Reid
- Sir G. Eddles
- Mr. Wood
- Mr. Churchill

Previous Paper

809
46259

MINUTES

Mr. Broughton

There are anxious to know
 as to the points which he says
 to the Draft, and I have promised
 to explain all of them if possible.

I am listening to comment on
 receipt as to the proposed alteration
 of clause 1 of the Schedule a, b
 which I have spoken to you. As you
 know, Mr. Bushe is of opinion
 that it is necessary to set a definite
 limit to the term of Reservoirs,
 and clause 1 of the existing part of

Amend 20 Sept 21

Subsequent Paper

809
46259

Agreement has recently
 been revised from two points
 of view so as to provide
 that an officer cannot be elected
 with a maximum term of 36
 months I understand you,
 however, to think that
 this limitation, having regard
 to the case of ordinary officers,
 was not wholly a fair case
 of officer's family dependants
 for construction work of this kind

Agree to draft of
 telephone statement of minutes

MWS

Yes. I do not think his family
 dependants wholly a fair case

W.S. 14.2.21

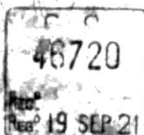
OK uniform
 of telephone

MWS

14.2.21

M/S. 1/462.

MR. BATTERBEE,
 COLONIAL OFFICE.



With reference to our telephone conversation today, regarding the Uasin-Gishu Railway Construction, I submit a draft copy of the agreement we suggest should be used for the engagement of Lt.Col. Robertson's Staff.

2. We shall be glad to learn, at an early date, whether the Secretary of State approves of the agreement, as it is desired that, if authorised, the engagements should be made as soon as possible.

RDS/

B
 "M" Dept.
 CROWN AGENTS
 16/9/21.

P.S.

Your letter approving the appointment of the Staff has just been received. We note that the maximum tour of thirty six months is to be retained but, in view of the possibility of the three years estimate being exceeded, you may consider it desirable to retain the form for term of engagement suggested in the first paragraph of the schedule in our draft agreement.

KENYA COLONY AND PROTECTORATE.

Class A 514

Agreement made this _____ day of _____ 19____
Between the Crown Agents for the Colonies, London, acting on behalf of the Government of the Kenya
Colony and Protectorate (hereinafter called the Government), and
_____ in the County of _____
hereinafter called the person engaged:

The person engaged agrees to proceed to the Kenya Colony and Protectorate (hereinafter
called the Colony) and to be directed by the Crown Agents for the Colonies and undertakes that
he will there diligently and faithfully perform the duties of a _____
engagement _____ for the term of his
government _____ or other duly authorised officers. In this agreement
the term _____ shall mean the person for the time being acting as _____

The salary of the office is at the rate of _____
pounds _____
pounds _____
pounds _____
a year, to which shall be added the following:

pounds
pounds
pounds

The person engaged shall also be paid an allowance of thirty pounds (£30) on first appointment to assist
him in meeting the cost of the necessary outfit. _____

_____ shall be liable to be returned by the person engaged in the event of the
falling _____ the appointment or during the absence of the Colony before the completion of
_____ If the person engaged is in the Colony on the day of the termination of his
service of the Government of the Colony, or of his death, or of
_____ or of his departure from the Colony, he shall
be entitled to receive _____

The 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.

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

As witness my hand this _____ day and year above written.

Signed by _____

on behalf of the Crown Agents for the Colonies in the
presence of _____

at the office of the Crown Agents for the Colonies.

Signed by _____

in the presence of _____

Signature _____
Address _____
Occupation _____

Occupation _____

SCHEDULE.

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

Term of engagement.

(1) The engagement of the person engaged is for ~~thirty months~~ thirty months commencing from the date of disembarkation at the port of arrival, but the engagement may be extended to provide for such period as may be necessary for the completion of the Construction.

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

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

Further employment.

2. At some time, not more than three months and not less than one month before the completion of a full tour of thirty months' service, or, if the Head of 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 fixing such earlier period, the person engaged shall give notice in writing to the Government whether he desires to remain in his 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.

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 authorised officers, shall direct, and he shall not, either directly or indirectly, engage or be concerned in any other service or business whatsoever or receive commissions or profits of any kind, but shall devote the whole of his time and attention to the service of the Government, and shall 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 the port of arrival, and the day of the return voyage to his land unless the Government otherwise directs. The person engaged has no claim under clauses 8 or 10(2) of this agreement.

(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.

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, or, in certain cases, he will be granted an allowance in lieu of quarters at the discretion of the Government.

5. No travelling allowances are payable on the Construction but when travelling on duty away from his station on the Railway 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.

Travelling allowances.

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

7. During his service in the Colony, the person engaged may, at the discretion of the Chief Engineer, be granted leave of absence on full pay within the Colony at the rate of one calendar month in each period of twelve months' continuous residential service, but should the person engaged not desire to avail himself of this local leave, he may, at the termination of his engagement, be granted full pay for the period of leave to which he would otherwise have been entitled.

8. 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 by giving to the Government three months' notice in writing, or by paying to the Government one month's salary, and in either case repaying the cost of his passage to the Colony. He shall not in either case be entitled to a return passage to England.

Dismissal.

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 Colony.

Determination of engagement.

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 Colony at the time, furnishing him with a free passage to England, provided that he claims and avails himself of such return passage not later than two months after the expiration of his engagement.

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

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 Chief Engineer.

Security.

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 premium is payable in respect of such security, it may be deducted from his salary by the Government.

Contribution under Widows and Orphans Pension Scheme.

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 the contributions may be recovered by deductions from his salary.

Payments in England.

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

Power of Crown Agents.

15. 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.

A 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 agreement, applicable generally to European officials in the West 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.

Leave

While leave of absence is not a legal right included in the contract, the person engaged, after a tour of service, or if invalided home before completing the tour, or if, when he is in the Colony, his engagement is terminated by reason of ill-health in accordance with the provisions of Clause 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 37 days for each completed calendar month of residential service; and if specially detained by the Government on public grounds after the completion of a tour of 30 months' service, they may be granted vacation leave for 37 days more with full pay in respect of each completed calendar month that they may have been detained.

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 37 days for each completed calendar month of residential service, plus the time necessarily taken on the journey from England. Officers to whom return leave is granted will be required to sign an agreement to the effect that in the event of their failing to return to East Africa for further service they will, if called upon to do so, refund the amount of any pay drawn 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 20 months may be granted sick leave, with full pay, for the time necessarily taken on the journey to England plus 37 days in respect of each completed calendar month of residential service.

In addition to the sick leave which may be granted under the foregoing 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 37 days more (making 74 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 5 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 Nyasaland; three and a half in Somaliland.
‡ In Somaliland, 12 months.
§ First in respect of service in certain stations in Kenya and Nyasaland; seven in Somaliland.
|| Includes for officers serving in the 7th and 14th Divisions; 6 months for officers serving in Nyasaland; 6 months for officers serving in Zanzibar; Dar-es-Salaam (ordinarily) for officers serving in the Tanganyika Territory; and 12 months for officers serving in Somaliland.

To Mr. Battube's
Secretary

CA/46720/71 Kenya
546

Kenya
Office

20
20 September 1922

DRAFT. minute

Cross Agents
M Department

MINUTE.

Mr. Linsbury 19.9.22
Mr. Battube 19/9

- Mr. ...
- Mr. H. Lambert
- Mr. H. Road
- Mr. G. ...
- Mr. Wood
- Mr. Churchill

Your minute M/S.A. 462 of
September 16th regarding Uasin
ishiu Railway Construction.

In confirmation of my telephone
message of September 19th,

the draft Agreement submitted
with your minute, including
the amendment suggested by
you in Section 1 of the Schedule,

is approved.

Sgd H.F. Battube

C.O. 533 266

ALY WITHOUT PERMISSION OF THE
PUBLIC RECORD OFFICE, LONDON