

1922.

KENYA

36995

DATE

29th, July 1922

Rec'd

Reg'd 29 JUL 22

of C.

CIRCULATION

SUBJECT

JUNIOR POSTMASTERSCLASS OF PASSAGE

303

Mr. Grindle

Sir H. Lambert

Sir H. Read 31/14722

Sir J. Masterton-Smith 31.7.

Mr. Wood

Mr. Churchill

* Mr. Ammon, — To ask the Secretary of State for the Colonies, whether he is aware that, as a result of representations, it was laid down that junior postmasters in Kenya Colony should be entitled to first-class travelling facilities between Kenya Colony and Great Britain; that this decision was confirmed by Colonial Office despatch of 9th September 1920; is he aware that without notice to the officers concerned this privilege has been withdrawn by Colonial Office Despatch 744, of the 18th May 1922; and, having regard to the inequalities created by the recent decision, will he restore the privilege which the men have enjoyed for the last two years.

Previous per

1922

For oral reply

Thursday 31st August

I am the history of this question.
 You will observe that, as a rule,
 when it was "up" to the Governor to
 object (if he wished to) to junior
 postmasters having 1st class passage,
 he would turn as often as possible to
 a lower grade. His reply was
 confined to that lower grade &
 he understood that he accepted the
 word of the man's master as to his master's
 opinion. After a month or so, when such
 did not occur,

Subsequent Paper

805
156393

Official Report

3rd August

SECRET HISTORY (CONTINUED)

303

S. R. RAJARATNAM

the example of the Portuguese, who
are aware that without justice in the
territory over which this privilege has been
conferred by Colonial Office Decree
No. 23, of the 19th May, 1938; and, however,
regard to the inequalities created by the
decree, it will be restored the areas
in which the men have suffered from the
loss of their freedom.

Mr. CHURCHILL: The Government
has done what it can do to help
the Indians and restore to them what
was taken away by the decree of the
Colonial Office, but still there is a
difference between the two sides.
When it was found that a self-government
for the Indian people was not
possible as a condition of their separation
from India, the Indian Government
had to accept the new arrangement.
But this decision was not fully accepted
by the Indian people, and while there
is reluctance in the interests of economy,
the Indian Government has
not given up its demands
on the Western side.

range (though it looks

as if for yesterday's session, or
last night's session, but it is now
definitely part of the collection)

Workers Union by itself it is important
any removal of the frame around. In fact
if there is any local evidence of identification
with the removal of the union the Soc. and
no doubt consider carefully whether it is worth
while making this small saving at the risk of
jeopardizing the harmonious working of the diff.
Govt & Idem corp.

In referring to our document No. 17/951 it
ought to add to myself by pointing out that
before 1820 years, we prepared the Soc. law
enacted as the class of license for port
clarly that his wife was expressly entitled to
first grade. (Recd. 5.8.22 and
first grade.)

H.A.C. 36985/22 Being a
Memorandum
alternative op. GV dated

305

DRAFT. Regd 5

Mr. Amason

MINUTE.

Mr. Rotteray 2/8/22

Mr.

Mr.

Mr. Davis.

Sir G. Grindle.

+ Sir H. Read. 2/8/22

+ Sir J. Masterton Smith. 2/8/22

+ Mr. Wood. 2.7.5. SW

Mr. Churchill.

Emmited after hearing
Mr. Wood.

The expectation of first class
passages for junior postmasters
was held out at a time when
it was believed to be the
desire of the Local Government
to grant that privilege.

When it was found that a
misunderstanding had
occurred the privilege was
confined to those who had
definitely been promised it
as a condition of their
appointment.

I have had no previous
indication that the privilege
was

was not fully accepted by the
officials concerned, and, while
I am reluctant, in the interests
of economy, to revise the
estimates of the local Government,
I will go into the matter further
with the Governor.

95067/ra Postmaster General (frame 16)

"Searched for you in
London Station and 2 weeks later
in private residence (residence?)

also for:

"Searches to which were made by
(author of document) to a tap"

Boleyn Park after the robbery at the
country and at his residence held one
further in the village of Langley

July 18 (1860) of £1000 and
was apprising of his plan to submit to
Sir C. Norbury's consideration. He
arrived in London 2.7.20.

Mr. Boleyn of A.D.O. (London) was represented
as being a postal friend.

Letter from: 8.1.8.20.

"Apparently one of main objections
against class passage... could
you be disposed to recommend
first class passage for male &
female postage dues a lot?

43887/ra Gov't tel. 1.9.20. "Not required to

give first class passage to Porter

order - otherwise all expenses
including steamer etc.

General expenses not included

Ex. & G. & 22 to be charged separately
including first class passage
for General Contractor,

15532/12

First class passage for General Contractor

General Contractor not included.

by Refugee and Refugee Family and Refugee

or Refugee Refugee Refugee Refugee

or Refugee Refugee Refugee Refugee

Refugee Refugee Refugee Refugee

1st class passage Refugee Refugee

excluding Refugee Refugee Refugee

of Refugee Refugee Refugee

15532/12

H. Q. of the Postmaster-General, Kenya.

307

DOWNING STREET,

11 August, 1923.

Sir,

(17451/22)

With reference to my despatch No. 744 of the 18th of May, I have the honour to transmit to you for your consideration the accompanying copy of a Question asked in the House of Commons, together with a copy of my reply, on the subject of the class of passage granted to Junior Postmasters.

DRAFT.

KENYA

CONFIDENTIAL

Gov. Northey.

MINUTE.

(17457)

Mr. Seel 8/8/22.

Mr. Bottomley 18. 2. 22.

Mr.

Mr. Davis.

Sir G. Grindle.

Sir H. Reid.

Sir J. Masterton Smith.

Wood.

Mr. Churchill.

For conson.

Question and Answer

3. In paragraph 2 of my despatch of the 18th of May, I have pointed out that the Postmaster General's recommendation on this, as on other points, ~~was~~ not accepted until time had been allowed for the receipt of your views on the subject. In the interval you were consulted as to the class of passage to be allowed for postal clerks and your reply, recommending second class passage, was expressly limited to that grade of appointment.

3. As a result, the concession of first class passages to Junior Postmasters was included in the general settlement with the Union of Post Office Workers, a settlement which was of great value in producing more harmonious working in the Posts and Telegraphs Department, and it is most desirable to avoid any recurrence of the existing discontent. If you have therefore,

6

any evidence of local dissatisfaction, such as
Mr. Devon's question would appear to suggest,
with the withdrawal of the privilege, I trust
that you consider very carefully whether it is
worthwhile making this small saving at the
risk of jeopardising good feeling among the
officials affected.

4. I shall be glad to receive your report
on the matter by an early mail.

I have etc.,

(Signed) WINSTON S. CHURCHILL

303

for further discussion
etc. etc. first class family
gentle, portmanteau wordless
Ruffy and - p
dead end.
the Pianos etc.
before above etc. by
so disputed - 63m - 2 steps
except where the floor is
higher than the floor



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BE REPRODUCED, PHOTOCOPIED
OR OTHERWISE DUPLICATED
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The Comptroller admits his liability & I think we should press the matter as urgently as we can on the Treasury. The argument founded on the low rate of freight does not impress me & might be deemed to have been willing to run certain insurable risks on account of the low freight. But what we suffered from ~~not~~ was not an insurable but a failure by the Comptroller to perform an essential part of the bargains viz. to provide a seaworthy ship. The unseaworthiness of the ship we have rendered void any insurance of the cement carried in her which we might have effected. No provision was, nor yet is, made for a liability of this nature because the seaworthiness of the ship is an implied condition of all such contracts.

P.S.

311

Re: With reference to your letter of the 13th April, 1921,
(15391/1921) regarding a claim made by the Crown Agents for
the Colonies for a sum of £481.13:9 for cement damaged on
the transport "ANGLO-SUPERIOR" in May 1917. I am directed,

in accordance with the terms of the Contract of
Carriage of Goods by Sea, to advise you that
I have consulted the views of Mr. Secretary Churchill with respect
to the responsibility of the Government in respect of
the damage to the cargo mentioned. Mr. Churchill has directed
that the sum of £481.13:9 be paid to the
Crown Agents for the Colonies.

Yours very truly,

if, however, Mr. Churchill should desire to consider
the matter further, I would suggest that you make application before
the Treasury.

I am to express regret for the delay in replying to
your letter.

I am, Sir,
Your obedient Servant,

Under Secretary of State.
Colonial Office,
S.W.1.

Chambers

Bg 9 8855/22 Kenya

211

8 March 1922

DRAFT

The Secy'

The Treasury

Sir,

I am at your command

MINUTE.

The said Secy for and b. o. of the Treasury,

Mr. Seal 1/3.

the accompanying copy of correspondence

Mr. Batterbee 2

Mr. Burkhardt 3

Mr. Bottomley 3rd

Mr. Davis.

Sir G. Grindle.

Sir H. Read.

Sir M. Smith.

Mr. Wood

Mr. Chardell.

C. 1/21. 1/21.

with enclosures.

21/1/21 (copy)

for the E. A. Protectorate which was

20/2/21 (copy)

damaged by being loaded on to the

21/2/21 (copy)

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in respect of a consignment of cement
(Kenya)

for the E. A. Protectorate which was

(Anglo Egyptian) in Kenya 1917.

2. It will observe from the letter

of the 24th February from the Board of Trade

that strict legal liability for the damage
is admitted by the Board ~~in that~~, but that
it is suggested that the cost should be borne
by the consignees of the cargo, in view of the
benefit of low rates of freight which their
or the C.A. for the Cons. on their behalf,
have enjoyed in respect of shipments
on their account effected in government
transports.

3. Mr. Churchill is ~~not~~ however,
~~this~~ of his position & feels compelled to press the Board
unable to accept this suggestion, since
while it is true that the C.A. might be
deemed to have been willing to run certain
insurable risks on account of the low rate
of freight, the cause of the damage in this
case was not an insurable risk, but the failure
of the Shipping Controller to perform an essential
part of his contract in providing a seaworthy

ship. No provision was made for a liability of this
nature, nor is it usual to make such provision,
since the seaworthiness of the ship is an implied
In fact, the
condition of all shipping contracts. The unseaw-
worthiness of the "Agra Empress" would
have rendered void any insurance of this
cement carried in it which might have
been effected.

DRAFT.

2

MINUTE.

Mr.

Mr.

Mr.

Mr. Davis.

Sir G. Grindle.

Sir H. Read.

Sir J. Maxtone / mil.

Mr. Wood.

Mr. Churchill.

Mr. Churchill deems
4. No advice of opinion that the bo
ard has the fact as to his li
ability to pay the dam
age in full and in time to
be paid to the cons. above
referred to matter, with a view to
the agreement of the cons.
It will agree to
Opinion is confirmed. To the Board seems
to act for the damage being
disputed to make payment of the amount
some by Imperial funds
in question to the C.A. or the Cons.

2

