

1923

KENYA

3

CD
49551

GOVERNMENT
CORRESPONDENCE

CONFIDENTIAL

DATE

27th SEPTEMBER 1923

RECEIVED
10 OCT 23

THE CIRCUIT

SUBJECT

MR E. POWYS-COGE

123

LANDS OF SAU ENCHANG

...press take... information in confidence...
...have... State that...
...issue of free...
...to limit such...
...of land... to be...
...time.

To have been in 27 Sept 1923

Wait

RBH

...primary course...
...privilege of...
...the...
...this...
...of...
...15 years...
...change of...
...unintended.

There is a good deal to be said for
the local view, but they do not seem
to have considered the possibility of
the... of the...
...However, if it is true that

Subsequent Paper

33292

MINUTES

MINUTES NOT TO BE WRITTEN
ON THIS SIDE

KENYA
NO. 407
~~CONFIDENTIAL~~



GOVERNMENT HOUSE,
NAIROBI,
KENYA

September, 1923.

455
OCT 23

129

My Lord Duke

In reference to Your Grace's Confidential despatch of July 25th, 1923, regarding a lease to Mr. E. Powys-Cobb of land on the Mau Escarpment, and a contingent concession of free timber for the development of that property, I regret that the terms of the recommendation in Kenya Confidential despatch No. 359 of June 15th last have proved insufficiently clear.

2. The acceptance of the fact that L.O. Nos. 2942 and 2943 are in the Masai Reserve enforced a differentiation in the designation of the timber cutting concession to Mr. Cobb to which this Government had for years been committed. Had it been possible to find suitable timber outside a Native Reserve, the engagement to Mr. Cobb could have been fulfilled by the usual grant of a free timber permit. Such a permit, however, would have been clearly inappropriate for timber which was situated in a Native Reserve and the use of the word "Licence" appeared more apposite.

3. The special feature of this licence is that under it no royalties are payable for a period of 10 years. If after the termination of that period Mr. Cobb or any other person were to apply for licences

to -

YR 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.,

... of the ...

... as it was made ...
... of long ...
... towards the issue of free
... to the ...
... receives consideration
... of the present practice.

... a Notice dated July 14th, 1911, and

... Official Gazette of that

... conforming with Provisions

... contemplated the con-

... permits to soldier settlers

... with a view

... vice

... for

... Continent

... question of ...

... arise as the ... concession ... while it is contingent
... withdrawn.

... My Lord ...
Your Grace's most devoted and
most obedient servant,

R. J. Courman

GOVERNOR.

MINUTES

MINUTES NOT TO BE WRITTEN
ON THIS SIDE

This would amount to three
 full provisions and constant
 plus local allowances
 at 50% of the March 1923
 120% extra for the March
 1923 plus a few months
 amount of salary & allowances. all this
 would come to about £240.

I think we should
 approve in principle & say we
 will await further
 the Supplementary Estimate
 & after comparison we pass it

H. J.
 24.10.23

~~20.10.23~~ Yes. ~~26.10.23~~

W. C. C.
 27.10.23

W. J. P. J. J.



through a witness.

conferred on the leading veterinary officers of the Colonies.

essential of the various banks in 1920. These officers

applied to such Veterinary Officers as are eligible for

advancement beyond the ordinary rank, despite the fact

that the Secretary of State's instructions were

communicated for guidance at the time to the Secretary

of Agriculture.

The position has now been explained to the

that officers who strongly supported a claim for

the grant of the respective increments to Messrs. A. W. Carter

and M. H. Reid by aggregate expenditure of

amount of approximately £240 inclusive of

Both these Veterinary Officers were drawn pay

of £200 per annum and the retention of salaries in 1920.

the re-nials provision is being included in the next

Supplementary Estimate.

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.

4. I take this opportunity of referring to the case of the Veterinary Research Officers. I am advised that the nature of their duties renders it inexpedient to grade these officers into Senior and Junior establishments, and that it is desirable therefore to retain for those posts the existing scale of £200 to £250 (efficiency bar) by £25 to £750 per annum. Arrangement in this case will be an accordance with the normal procedure as contemplated in Mr. Churchill's Report No. 215 of the 21. Jany, 1922.

File
62981

I have the honor to be,

My Lord Duke,

Your Grace's most devoted
and most obedient servant

R. G. ...

607388

The present order is a
reply to C.O. 43245/122
Jan 4 1932 (CA 2260) / 2
which also enclosed a
Joint Agreement suggested
by C.A. 7's Bureau. The
Agreement is a like that of a
Police Agreement, but
is in form an offer to
submit to the Board
Claim B agreement.
No certain, since
the Police Legislation
these points are
covered as
(a) a new life insurance
submitted
(b) a Draft Ord^s amending
the Police Ord^s on the lines
suggested is also enclosed.

It will be seen from
CA 43245/122 that the C.A.
recently pointed out again
that the ordinary Police
Agreement, which was

the [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear] [unclear] [unclear]

(a) Schedule Clause 1

[unclear] [unclear] [unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear] [unclear] [unclear]
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[unclear] [unclear] [unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear] [unclear] [unclear]

(b) Schedule Clause 3

According to the amendment

CA [unclear] [unclear] [unclear] [unclear]
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[unclear] [unclear] [unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear] [unclear] [unclear]

to be substituted in the
 the name of the
 under clause 11(1) & c of the
 is required for immediate

the same amount
 leave in 11(1)
 if an act of post
 Pat. B. G. G. G. G. G.
 people, will supply
 get a way through
 for a contract the
 as a class / should
 10/11

(6) Schedule clause 9 no
 objection need be there to
 the name of the holder which
 the name is ^{to be} ~~is~~
 kindly necessary however
 so to the trouble of publishing
 it is a special pamphlet

Sec. cl. & B.P. agreement in
 CA 622/10/11

But if helmets and
 provided in England,
 the helmet not
 must be worn

(7) Schedule Clause 11 (F)
 In § 35(6) of the 1911 Act
 the amounts required
 for the purchase of District
 are Rs. 500, Rs. 225, & Rs. 150
 The old agreements, however,
 have given the sterling
 equivalents as £20, £15 and
 £10. In reply on 7/11/11
 to a request on 4/3/10 for
 for information on the old form, the
 Government did not take their
 point. But the higher figures
 (£50, £22.10, £10) are a

See no. 22099/11

Have been through the
of agreement ...
Bill ... marginal
columns ...

I think the case of a
Police ... who
be ... 30 months
...
not a minimum of
30 months ...
the old Police ...
...
of ...
if this is ...
...
...
...
... both the ...
...
...

...
...
...
...
... (5) or Cl 8(2)

(5) ...
...
...
... (7) or Cl 11 ...

... we might then have ...

have been through the
of Agreement - of 1 &
Bill - the marginal
columns.

I think the case of a
Police Committee who
is 22 - 30 months
of the Successors
not a continuation of
30 months - but through
the old Police Committee
provisional - and
of the 20 - 30 months
of the 20 - 30 months
solution - rather
number of alterations
in both the of agreement
with of 1 &

perhaps if you are interested
in the of anything
the 20 - 30 months period in the case
Message of new Committee
provisional - and
the (5) on the (1) &
(2) the calculation
of the rates of payments of
of the 20 - 30 months - see the table
(7) on the 11 - -
we might then have of

Mr. Board

I have the honor to acknowledge the receipt of your letter of the 12th inst. in relation to the proposed amendments to the charter of the Board of Education. I have also the honor to acknowledge the receipt of your letter of the 14th inst. in relation to the same subject.

The Board of Education has considered the proposed amendments and has decided to accept the same. It is the pleasure of the Board to inform you that the same have been adopted and will take effect on the 1st day of January next.

I am, Sir, very respectfully,
 Yours truly,
 J. H. Board

Article
 Article 1. The Board of Education shall have the honor to accept the proposed amendments to the charter of the Board of Education.

Article 2. - The Board of Education shall have the honor to accept the proposed amendments to the charter of the Board of Education.

about 1000 ... of the ...

... and ... estimate ...

... the agreement ...

24.6.17

...

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Dear Sir,
Legal Officer,

We are deferring action on your letter of the 10th

October, as we are waiting for the results of the

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No other will be re-visited
in the new agreement.

Attached all 3. 11. 23
atome

11

ment.

agreements

prepared

the Government

also in the

includes the provisions referred to in the

described

in the light of the consideration the

has been entered into

only. This draft

347/51
11

into account in interpreting the intention of the agreement.

Clause 2. Mention is made of the increase of salary on promotion to the rank of and and £100 and £150 respectively.

Schedule. A new clause has been drafted making as a condition that, on appointment, the holder must be unmarried, and may not marry without permission. Subsequent clauses have been reworded in accordance with this draft. See the numbers of the Schedule attached hereto.

Clause 3. As the holder of the office is considered to be engaged in a full-time occupation of a tour as a duty work is to be done and the retention of the office is considered necessary, (3) being reworded. A change has been made in Clause 3 (b) or, if the Commission is not satisfied

Clause 3 (3). I have considered the clause contained in Year 1922, 13th, 1922.

6.2
40500

Note to Clause 9. I have considered the notes for the notes following this clause to the proposed Agreement. Notes (A) and (C) might suitably be communicated to selected persons in the form of a pamphlet but I recommend, in any case, the deletion of Note (B) regarding the desirability of purchasing boots in England.

Clause 11 (f). It is proposed that the amounts laid down for the purchase of discharge should be maintained at the present rates of £30, £22-10-0 and £15 respectively.

... of salary in the ...
 ... the person selected ... propriety of conduct
 ... had best made parasitic ... mangatory. I have not
 ... considered it ... latter part of this
 ... cases to refer ... under which ...
 ... may be ... draft out forward
 ... the ...

... Agents ...
 ... to ...
 ... It is ...
 ... The reference to ...

... voluntarily relinquished
 ... return on re-engagement ...
 ... advisable to make ...

refunds being demanded in such cases in respect of return leave pay and the cost of the return passage. I observe that this latter safeguard is omitted from the Crown Agents' draft and also from the ordinary class B agreement.

Leave Regulations - Paragraph II. The reference to a tour of service "of 36 months" has been deleted as it appears nowhere else in the draft.

4. With reference to the latter part of Paragraph 6 of Mr. Curzon's despatch, the provisions of Section 35 of the Police Ordinance, 1911, do not apply to Constables and Inspectors whose appointment is made under Section 35 of the Ordinance and whose duties are defined under Section 30 (1), the draft Bill provides that the proposed substituted provisions apply only to European Constables. In Paragraph 4 of Mr. Churchill's despatch of 11th March 1922, I have not included any provision for payment of compensation to Constables discharged in the execution of their duties.

I have the honour to be,

My Lord Duke,

Your Grace's most devoted
and most obedient servant,

R. T. Curzon

GOVERNOR.

refunds being demanded in such cases in respect of return leave pay and the cost of the return passage. I observe that this latter safeguard is omitted from the Crown Agents' draft and also from the ordinary class B agreement.

Leave Regulations - Paragraph II. The reference to a tour of service "of 37 months" has been deleted as it appears nowhere else in the draft.

4. With reference to the latter part of Paragraph 3 of Mr. Curzon's despatch, the provisions of the Home Office Ordinance, 1911, do not apply to Inspectors of Prisons, Inspectors whose appointment is made by the Secretary of the Ordinance and whose duties are provided for under Section 50 (1). The draft Bill would apply at the proposed substituted rate of pay to European Constables. Paragraph 4 of Mr. Churchill's despatch of 11th March, 1922, I have not included any reference to the grant of compensation to Constables absent on the execution of their duties.

I have the honour to be,

My Lord Duke,

Your Grace's most devoted
and most obedient servant,

R. T. Compton

GOVERNOR.

7

~~AGREEMENT BETWEEN THE COMMISSIONER OF POLICE AND THE~~
~~AGREEMENT BETWEEN THE COMMISSIONER OF POLICE AND THE~~
 BETWEEN THE COMMISSIONER OF POLICE AND THE
 ON BEHALF OF THE POLICE OFFICERS OF KENYA
 AND THE COMMISSIONER OF POLICE
 PROVISIONS WHICH MAY FROM TIME TO TIME BE REVOKED OR AMENDED
 THE DISCIPLINE AS APPLICABLE IN THAT FORCE, AND TO
 ACT IN ALL RESPECTS ACCORDING TO THE INSTRUCTIONS OR
 DIRECTIONS GIVEN TO HIM BY THE COMMISSIONER THROUGH THE
 COMMISSIONER OF POLICE OR OTHER DULY AUTHORIZED OFFICER
 IN THIS AGREEMENT THE TERM "COMMISSIONER OF POLICE"
 SHALL MEAN THE PERSON FOR THE TIME BEING ACTING AS
 COMMISSIONER OF POLICE.

2. The salary of the office is at the rate of two hundred pounds (£200) per annum, and on promotion to

to a 2nd class or 1st class Constable \$225 and \$275 per annum respectively.

If the person selected shall at any time be discharged from the force prior to the expiration of the term of his engagement all rights and money due hereunder to him by this agreement shall be paid to him. He shall be bound to repay to the Government on demand the cost of his maintenance in the colonies on demand the cost of his maintenance in the colonies.

Witness my hand and seal this _____ day of _____ 19____

_____ 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 _____

Of witness

SCHEDULE

marriage. 1. The person selected must be unmarried.

2 (1) A tour shall be deemed to be completed at the expiration of each period within the limits aforesaid, as certified by the Head of his Department, and shall be fixed, upon the expiration of the tour, upon the merits of the person's services.

is for a tour of thirty months

if the person selected shall be found to be unsuitable for the continuation of a tour of thirty months' service, the Government shall decide whether to offer him further employment.

The Government shall decide whether to offer him further employment, and if it does so, the provisions of this agreement shall apply to such extended period accordingly.

Further employment.

3. 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, the person selected 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.

Section 1

The Government of India shall have the right to employ persons of Indian origin who are citizens of India and who are qualified in the manner provided in this Act for the purpose of the discharge of the duties of the Government.

Notwithstanding anything contained in any other law for the time being in force, the Government shall have the right to employ persons of Indian origin who are citizens of India and who are qualified in the manner provided in this Act for the purpose of the discharge of the duties of the Government.

Notwithstanding anything contained in any other law for the time being in force, the Government shall have the right to employ persons of Indian origin who are citizens of India and who are qualified in the manner provided in this Act for the purpose of the discharge of the duties of the Government.

Notwithstanding anything contained in any other law for the time being in force, the Government shall have the right to employ persons of Indian origin who are citizens of India and who are qualified in the manner provided in this Act for the purpose of the discharge of the duties of the Government.

Notwithstanding anything contained in any other law for the time being in force, the Government shall have the right to employ persons of Indian origin who are citizens of India and who are qualified in the manner provided in this Act for the purpose of the discharge of the duties of the Government.

Notwithstanding anything contained in any other law for the time being in force, the Government shall have the right to employ persons of Indian origin who are citizens of India and who are qualified in the manner provided in this Act for the purpose of the discharge of the duties of the Government.

Employment

in which case the management will be on a
terms and for such period as may be mutually
agreed.

Duties.

The duties of the person selected 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 selected 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 compensation of any
kind, but shall devote the whole of his time
and attention to the service of the Government,
and 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 regulations prescribed in the Police
Ordinances and to the Colonial Regulations in so
far as the same are applicable.

Salary.

5. 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.

x In the event of the person selected 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
selected travels.

CLASS, free & ent
plan purgoin
to the walls

the following circumstances
of the Government;

to the
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of the

(b) If the person selected is invalided here-
before the completion of a tour of service,
provided in Clause 12 (b) of this agreement.

(c) On the determination of the engagement by
the Government as provided in Clause 12 (a), (d)
and (e) of this agreement.

(3) The Government shall provide the
person selected with Railway fare (third class) to
the port of embarkation on first engagement.

9. (1) The person selected will on first
enlistment be provided with the following outfit
which will be issued to him in the Colony:-

- 2 Tunics,
- 2 pairs Breeches,
- 1 Helmet,
- 2 pairs Putties,
- 2 Blankets,

and after his first year of service he will be
granted an allowance of £10 per annum for upkeep
of uniform.

(2) In the event of the person selected
being discharged within six months of his enlistment
he will be required to return the articles issued
to him by the Government.

(3) The person selected will be required
to supply himself and keep himself supplied with
two pairs of brown laced shooting boots.

10. If the person selected 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 selected is by

reason

invaliding on
account of
incapacity
produced by
ill-health.

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... of the ...
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... of the ...
... of the ...

(d) ...
... he is unlikely to be ...
... constable.

... shall ...
... an efficient ...

(e) ... of establishment.

(f) ... of discharge if approved.

... shall be paid at the following rates:-
\$12.00 during the first year of service
\$12.10.0 during the second year of service
\$15.00 during the third year of service

and unless the constable has completed his tour of service on refunding the whole or such portion of

153

designation

by the Government in the Colony as the

liberty of the

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Government for

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or Regulation in force at the time of

The person selected will be required

to contribute under the East Africa

and regulations in force from time to time

contributions may be recovered by

his salary.

The person selected may be required

undergo a course of training at the Depot

Contributions under the East Africa Pension Scheme

course of training.

payments in England.

17/16

agreement

153

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Contribution
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The person selected will be required
 to contribute under the East Africa
 Pensions' and
 Pension Scheme in accordance with the
 and regulations in force from time to time
 his contributions may be recovered by
 his salary.

course of
training.

The person selected may be required
 to undergo a course of training at the Depot
 in the Colony either on joining or at any time
 during his term of service.

payments in
England.

In the event of the person selected
 being entitled, on the expiration of this
 agreement

Agreement...
Payment...
to provide...

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[Faint, illegible text covering the majority of the page]

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Kenya ~~Commission~~

LEAVE REGULATIONS FOR EUROPEAN OFFICERS
under the terms of the AGREEMENT with England

to the necessity of the service.

for the time
of absence from
duty.

essential
of 30

for a
residential
journey

in respect of service in certain stations in
Kenya and elsewhere.

in accordance with the provisions of the Regulations.

Kerry ~~Con...~~

LEAVE BENEFIT AT HOME FOR EUROPEAN OFFICERS
engaged ~~SEVERAL ON SERVICE AGREEMENT~~ in England
~~and other stations~~
~~in the service of the Government~~

to the necessity of the service.

of the service.

for the time

being ~~3~~ 3¹
duty.

essential

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journey

in respect of service in certain stations in
England and elsewhere in the service

of the Government

Kenya *Constitution*

LEAVE REGULATIONS FOR EUROPEAN OFFICERS
engaged ~~under~~ ON ~~the~~ AGREEMENT *in England*

to the necessity of the service,
of the service,
for the time
of the service
of 30
of 30
of 30

in respect of service in certain stations in
in respect of service in certain stations in
in respect of service in certain stations in

PUBLIC RECORD OFFICE

TOTAL EXPOSURES →