

1923

KENYA

173

C.O
49512

DATE

10th Sep 5, 1923.

Rec^d
RE 10 OCT 23

CIRCULATION :-

SUBJECT

European Constables
engaged locally

Submits draft
agreement

Previous Paper

MINUTES

49511

Will until agreement
in 49511/23 is
settled up.

Recd

2.11.23

Admin

~~M Calder~~

I have now compared this
agreement with that on 4954/23. and
have made certain alterations
to correspond with the alterations
made ~~therein~~ to the Form of
Agreement on that paper. A
copy of ^{the ordinary} ~~of form~~ for the ~~agreement~~
by the C.A. of Officers locally engaged
in the first instance, is also attached

Subsequent Paper

B.A.
53539

for purposes of comparison

(1) I have suggested the insertion of a clause (5) to indicate when the payment of full salary begins.

(2) As to the Governor's (2) - now (5) - this, I think needs an addition, as § III of the leave Reg^m. makes provision for the grant of a free passage to England, at the discretion of Govt., before the expiration of ~~the~~ leave, in cases of ill health.

I begin the clause with "as provided in Section III of the leave Regulations, in clause 14 of this schedule the Govt. shall provide" etc.

(3) Sec 19. It is in form like to ~~the~~ make the form of these leave reg^m suit able for all locally engaged officers, as Section II contains a reference to § 17 of the schedule, which is only

I have amended this to correspond with clause 2 (1)

CJG

I think we had better stick to the ordinary class before

CJG

I agreed

CJG

I agree

CJG

I prefer "may"

CJG

applicable to Police Officers. The wording of clause 19 has been altered as in the draft Form on 49511/23.

(4) In II of the leave reg^m, para 2, line 1, I think that "may" would be better replaced by "will", as the Govt. will certainly not send these officers home without getting them back. But "may" does no great harm.

(5) Section III, para 2. It will be noted that in cases of sick leave provision is made, if the Govt. desires to retain the Comptroller's services, for sending him to England & that the Govt. may grant "a free passage to or from England or Wth". If the Govt. sends a sick officer home only when it is certain that it wants him back, I do not see how ~~they~~ it will avoid paying the passage Wth except. But the words "or that similar

But the officer might arrive here be found unfit to return to A. I'd leave it

CJG

boarding hostesses, brown down
may stand?

(6) The Gov. says in his
despatch that he has not
considered it necessary to
provide for ~~extensions~~ of
vacation leave for locally
engaged officers. The usual
clause as to vacation leave.

(III in the agreement on 49511/21)

is therefore omitted. I see no
reason why an officer who
leaves the Force through sickness
& returns should be more
harshly treated than one who
comes home & leaves the Force
for the same reason. It will still
be possible to give extensions
of vacation leave however in
hand cases under Reg. V

I make the further
alteration suggested at (2), then
have few changes made &
sent out to Gov. ~~with~~ as in
the case of the contract on

Agreement. (See on 58539/23)

The dep. to Gov. should explain
as at (1) & (2), & (3), adding
to the explanation on (3)
that ~~it is~~ while the
reg^s are approved ^{generally} it is
not possible to approve them
in ~~the~~ ^{any} specific form for
application to all European
officers who are engaged in
for Temp^y service, & that
it will be necessary to
embody them with the
necessary alterations in
each agreement.

~~repeated~~ are

to ? Copy of conve^{ce},
with copy of final copy of
Form of Agreement, to CA.
for information rel^{ce} on
58539/15.

Hardly
necessary,
I think
if

SD

5.2.24.

I agree generally
subject to original notes,
but the leave regulation
question is a wider one than
can

Can very well be discussed here. We had better get it settled on the pp. about agreements for locally engaged people generally, when Kenya reply which is now outstanding is in, & apply the general decision, unstaris mutandis to police constable agreements.

In bring up with Kenya reply on the general question re: all pp next mail if that reply is not received then

C.J.J 3 2.24
Abance.

Gov/495/12/23
Kenya

Re-engagement of locally engaged Kenya Police constables.

Mr Blake

Mr. Collier

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The Gov. has complicated matters by seeking on this special form to introduce a new set of leave regulations for locally engaged officials generally. This should more properly have been taken up in the series about the general question of the forms of agreement for such people - see bundle below ending with Gov/4372/Ex Tanganyika.

The proposed regns. are open to question in several respects - notably in their failure to provide for any passage to England for a man discharged out of the service - not in any case I would not consider them sound in relation to agreements for locally engaged people as a whole.

I suggest that the duplicate of this dispatch should be registered separately in the general series, action on which is waiting for the outstanding Kenya comments on the

Mr Seed

the provisional agreement forms sent
out on 37823/23.

As regards the Police, the immediate
thing is to have a form which C.A.
can use for re-engaging locally
engaged constables such as Ward
(16378/EA) and Taylor (16377/EA),
who are now on leave. Mr Seal and
I have therefore taken the form
approved on 49511/23 and amended
it so as to

(a) eliminate whatever is
inapplicable to re-engagement,

(b) bring it into line with
the agreements now in use for
other locally engaged people.

The amendments made are
shown on the printed form herewith,
and 3 typed copies of the form
as amended have been made.

? send one to C.A. and
tell them to use it for re-
engaging locally-engaged constables
until further notice.

C.J.J. 29. 4. 24.
H.B. S/S - V.H. 1.5.24

Pussing

177

Mr Jeffries,
East African Dept.
Colonial Office.

OK
ph please
off 15/5

With reference to Colonial Office letter of the 12th May No. 49512/23, we conclude that the following sub-clause should be inserted and numbered 13 (2) in the agreements for re-engagement of European Police Constables in Kenya. Please confirm.

"If the person engaged terminates his engagement otherwise than in accordance with this agreement he shall be liable to pay to the Government as liquidated damages three months salary and the cost of his passage to the Colony and ~~return~~ ~~expenses~~".

OK

H. Dept.
Crown Agents.
15th May, 1924.

The origin of the

clause is to be

found in Co/47131/23

W. Africa,

which S.A. Dept. had

not seen. I have replied

agreeing, except as to the

last 3 words [there are

separate Pt. about uniform

allow], 2

for S.A. Dept

I am arranging

to see Co/47131/23

off 16.5.24.

COLONY AND PROTECTORATE OF KENYA.

EUROPEAN POLICE CONSTABLE AGREEMENT.

Re-engagement of locally engaged officers

Agreement made this _____ day of _____
One Thousand Nine Hundred and _____ Between the Crown Agents for the Colonies,
London, acting for and on behalf of the Government of the Colony and Protectorate of Kenya (hereinafter
called "the Government" of the one part and

_____ of the County of _____ of the other part (hereinafter called "the
person selected"

The person selected ^{*engaged*} agrees to proceed to the Kenya Colony and Protectorate (hereinafter
called "the Colony") when and as directed by the Crown Agents for the Colonies, and undertakes that
upon his arrival in the Colony he will proceed to the Headquarters of the Kenya Police or to such other
place as he may be directed by the Government or by any duly authorized officer and will report
himself at the Headquarters, or such other place as aforesaid ~~in order that he may be attached~~ as a
constable in the Kenya Police in accordance with any Proclamation, Ordinance or Regulations now in
force or may from time to time be promulgated providing for the discipline and organization of
the Force, and will act in all respects according to the instructions or directions given to him by the
Government through the Commissioner of Police or other duly authorized officers. In this Agreement
the word "Commissioner of Police" shall mean the person for the time being acting as Commissioner
of Police.

The salary of the officer is at the rate of two hundred pounds (£200) per annum, and in provision
of ~~the~~ ^{the} ~~the~~ ^{the} Constables £225 and £250 per annum respectively.

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.

The Crown Agents for the Colonies shall not be held any way responsible for anything arising
out of this agreement.

IN WITNESS whereof the day and year above written

Agent 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 _____

SCHEDULE.

Marriage.

1.—The person ^{engaged} selected must be unmarried, and shall not marry unless permission is first obtained from the Commissioner. Before permission can be granted it will generally be necessary that the person selected shall have completed two years' service in the Force and been promoted to the 2nd grade. If the person ^{engaged} selected shall marry without such consent he may be required to relinquish his employment and all rights and advantages reserved to him by this agreement shall cease, and he shall be liable to repay to the Government or to the Crown Agents for the Colonies on demand the amount paid for his passage to the Colony ~~including railway fare to the port of embarkation.~~

Term of engagement.

2.—(1) The engagement of the person ^{engaged} selected 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 Commissioner, or, if no such period shall be fixed, upon the expiration of the maximum period of thirty months' service.

(3) The person ^{engaged} selected 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

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 or if the Commissioner 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} selected shall give notice in writing to the Government whether he desires to remain in its employment. The Government shall decide whether it will offer him further employment, in which case it shall be open to the Commissioner to recommend his admission to the permanent and pensionable establishment, or he may be re-engaged on such terms and for such period as may be mutually agreed.

Duties

4.—The duties of the person ^{engaged} 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 ^{engaged} selected 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 regulations prescribed in the Police Ordinances and to the Colonial Regulations 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 ~~leaving England;~~

Quarters

6.—Government quarters, free of rent (but not of rates or other similar outgoings), will be provided when such quarters are available. When such quarters are not available the person ^{engaged} selected will be provided with a tent, or other temporary shelter, or, in certain cases, he will be granted an allowance ~~in lieu of such shelter, at the discretion of the Government.~~

Travel allowances

7.—When travelling away from his station the person ^{engaged} selected either shall be provided with transport, or shall be reimbursed travelling expenses according to the scales laid down for transport and travelling expenses respectively.

Passage

8.—Passage under this agreement is for second class passage and includes conveyance by a private steamer, or by a public steamer from the port of disembarkation and the station of the person selected to the nearest railway station, and by railway on the Continent of Europe where necessary.

9.—The Government shall provide the person ^{engaged} selected with a free passage to the Colony, and shall ~~reimburse him with a free passage back to England in the following circumstances only:~~

(a) On the completion of a tour of service to the satisfaction of the Government;

(b) In the event of the person ^{engaged} selected being granted permission to disembark at Marseilles on the outward voyage from England, his salary will be paid from the day previous to the date of departure from Marseilles by the steamer by which the person ^{engaged} selected travels.

NOTE.—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.

~~(1) If the person selected is disembarked home before the completion of a tour of service, he shall be paid in Clause 5 (b) of this Schedule;~~

~~(2) On the termination of the engagement by the Government as provided in Clause 12 (4) and (5) of this Schedule.~~

(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 ^{engaged} selected will on first enlistment be provided with the following outfit which will be issued to him in the Colony:

- 2 Purses
- 2 pairs Brogues
- 1 Helmet
- 2 pairs Puttees
- 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 ^{engaged} selected will be required to supply himself with two pairs of brown laced shooting boots.

10.—If the person ^{engaged} 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 ^{engaged} selected is by reason of ill health not caused by his own misconduct, incapable on physical grounds of rendering further efficient service in the Colony, then the person selected must relinquish his employment, and (in either case, the Government shall pay him salary up to ~~but not including~~ the date of his departure from the Colony and furnish him with a free passage to England provided that he claims and pays himself of such return passage by the first available steamer by which in the opinion of the Government he could have travelled.

11.—If the person ^{engaged} selected shall at any time be dismissed from service on the expiration of the term of his engagement, all rights and advantages reserved to him by this agreement shall cease, and he shall be liable to repay to the Government or to the Crown Agents for the Colonies on demand the amount paid for his passage to the Colony ~~including railway fare to the port of embarkation.~~

12.—The person ^{engaged} selected may be discharged at any time:

- (a) If he fails to present himself for attestation;
- (b) When pronounced by a Medical Officer designated by the Government to examine him to be mentally or physically unfit for further service;
- (c) When sentenced to be dismissed from the Force for misconduct;
- (d) If the Commissioner shall consider that he is unlikely to become an efficient Constable;
- (e) On reduction of establishment;
- (f) On purchase of discharge if approved by the Commissioner at the following rates:
 - £30 0s. 0d. during the first year of service as a Constable;
 - £22 10s. 0d. during the second year of service as a Constable;
 - £15 0s. 0d. during the third year of service as a Constable;

and unless the person ^{engaged} selected has completed his tour of service on refunding the whole or such portion of the cost incurred by the Government in bringing him to the Colony as the Commissioner shall determine.

13.—The person ^{engaged} selected is not at liberty to resign his office without the leave of the Commissioner.

14.—If the person ^{engaged} selected shall absent himself from duty through ill health, he shall produce a medical certificate to that effect signed by a medical officer designated by the Government for that purpose, and if his sickness should be caused through his own inpropriety of conduct he may be called upon to forfeit his salary for the number of days he shall be absent from duty. If he shall absent himself from his duty from any cause whatever without leave he shall render himself liable to such disciplinary action as is provided for in any Proclamation, Ordinance or Regulation in force at the time of such absence.

15.—The person ^{engaged} selected 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.

16.—The person ^{engaged} 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.

1. The helmet is supplied in England.

Outfit.

Involving an account of incompetency produced by ill health.

but to be paid to him.

including the cost of the passage.

Regulations.

Amount of the duty.

Contribution under Widows and Orphans' Pension Scheme.

Course of training.

Payments in England.

17.—In the event of the person ^{engaged} selected 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.

Power of Crown Agents.

18.—When the person ^{engaged} selected 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.

Leave.

19.—While leave of absence is not a legal right included in the contract, the person engaged after a tour of service, or if invalidated ^{out of the Colony} 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 10 of this Schedule, will ^{each} ordinarily be granted so far as the exigencies of the public service permit ^{leave} under the following regulations for Kenya European Constables ^{engaged in England, which are given below}.

the Government as regards the determination of leave and to be guided by the leave regulations.

LEAVE REGULATIONS FOR KENYA EUROPEAN CONSTABLES ENGAGED ON AGREEMENT IN ENGLAND

I.—Subject to the necessities of the service, constables 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 3* 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 30 months' service they may be granted vacation leave for 3* days more with full pay in respect of each completed calendar month that they may have been detained.

In the case of constables 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 3* days for each completed calendar month of residential service, plus the time necessarily taken on the journey from England. Constables 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 with the approval of the Commissioner or being discharged under Clause 12 (a), (c) or (f) of the foregoing Schedule before the completion of a further tour of service, 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, together with the cost of their return passage from England or such part thereof as the Government may direct.

II.—Constables invalidated 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 3* 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 a constable 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 3* days more (making 6* 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, constables who are not returning may be granted an extension of leave at the discretion of the Secretary of State for a period not exceeding six 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 six calendar months, and if necessary for a further period of six months with half salary; or it may be extended with full pay if the constable 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 a Constable, residential service is taken to begin on the day on which he arrives at Mombasa and to end on the day preceding that on which he leaves Mombasa.

* —2½ in respect of service in certain stations.
† —5 in respect of service in certain stations.

COLONY AND PROTECTORATE OF KENYA.

EUROPEAN POLICE CONSTABLE AGREEMENT.

Re-engagement of locally engaged officials.

AGREEMENT made this _____ day of _____
 One Thousand Nine Hundred and _____ Between
 the Crown Agents for the Colonies, London, acting for
 and on behalf of the Government of the Colony and
 Protectorate of Kenya (hereinafter called "the Government")
 of the one part and _____

_____ in the County of _____
 of the other part (hereinafter called "the person engaged")

1. The person engaged agrees to proceed to the Kenya Colony and Protectorate (hereinafter called "The Colony") when and as directed by the Crown Agents for the Colonies, and undertakes that he will, on arrival in the Colony, proceed to the Headquarters of the Kenya Police or to such other place as he may be directed by the Government or by any duly authorised officer and will report himself at the Headquarters or such other place as aforesaid for service as a Constable in the Kenya Police in accordance with any Proclamation Ordinance or Regulations now in force or which may from time to time be promulgated provided for the discipline and organisation of that Force, and will act in all respects according to the instructions or directions given to him by the Government through the Commissioner of Police or other duly authorised officers.

In

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 a 2nd Grade or 1st Grade Constable £225 and £250 per annum respectively.

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

{ Signature _____

{ Address _____

{ Occupation _____

SCHEDULE

1. The person engaged must be unmarried, and shall not marry unless permission is first obtained from the Commissioner. Before permission can be granted it will generally be necessary that the person engaged shall have completed two years' service in the Force and been promoted to the 2nd Grade. If the person engaged shall marry without such consent he may be required to relinquish his employment and all rights and advantages reserved to him by this agreement shall cease, and he shall be liable to repay to the Government or to the Crown Agents for the Colonies on demand the amount paid for his passage to the Colony.

2. (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 Commissioner, or, if no such period shall be 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-

in the Police Ordinances and to the Colonial Regulations in so far as the same are applicable.

5. Full salary will begin from the date of leaving England.^x

6. Government quarters, free of rent (but not of rates or other similar outgoings) will be provided 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.

7. When travelling on duty away from his station 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.

8. (1) "Passage" in this agreement means a second-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.

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

9. (1) The person engaged will be granted an allowance of £10 per annum for upkeep of uniform.

(2) The person engaged will be required to keep himself supplied with two pairs of brown laced shooting boots

10.
x In the event of the person engaged travelling overlaid 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 of the steamer by which the person engaged travels.

+ Note 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.

10. If the person engaged shall be compelled by reason of ill-health (not caused by his own misconduct) to relinquish his employment or if/anytime 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 Colony then the person engaged must relinquish his employment as from such date as may be notified to him by the Government and (in either case) the Government shall pay him salary up to such date.

11. If the person engaged shall at any time be dismissed or leave the Force prior to the expiration of the term of his engagement all rights and advantages reserved to him by this agreement shall cease, and he shall be liable to repay to the Government or to the Crown Agents for the Colonies on demand the amount paid for his passage to the Colony.

12. The person engaged may be discharged at any time:

- (a) When pronounced by a Medical Officer designated by the Government to examine him to be mentally or physically unfit for further service.
- (b) When sentenced to be dismissed from the Force for misconduct.
- (c) If the Commissioner shall consider that he is unlikely to become an efficient Constable.
- (d) On reduction of establishment.
- (e) On purchase of discharge if approved by the Commissioner at the following rates:

£30.0.0.	during the first year of service as a Constable
£22.10.0.	" " " second " "
£15.0.0.	" " " third " "

and unless the person engaged has completed his tour of service on refunding the whole or such portion of the cost incurred by the Government in bringing him to the Colony as the Commissioner shall determine.

13. The person engaged is not at liberty to resign his office without the leave of the Commissioner.

14. If the person engaged shall absent himself from duty through ill-health he shall produce a medical certificate to that effect signed by a medical officer designated by the Government for that purpose, and if his sickness should be caused through his own impropriety of conduct he may be called upon to forfeit his salary for the number of days he shall be absent from duty. If he shall absent himself from his duty from any cause whatever without leave he shall render himself liable to such disciplinary action as is provided for in any Proclamation, Ordinance or Regulation in force at the time of such absence.

15. 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 reductions from his salary.

16. The person engaged may be required to undergo a course of training at the Depot in the Colony at any time during his term of service.

17. 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.

18. 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.

19. While leave of absence is not a legal right included in the contract, the person engaged after a tour of service, or if invalided out of the Colony before completing a 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 10 of this Schedule, will be granted so far as the exigencies of the public service permit such leave as the Government may consider appropriate. In determining the leave (if any) to be granted the Government will be guided by the Leave Regulations for Kenya European Constables which are given below:

**LEAVE REGULATIONS FOR KENYA EUROPEAN
CONSTABLES ENGAGED ON AGREEMENT.**

I. Subject to the necessities of the service, constables 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 3 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 30 months' service they may be granted vacation leave for 3 days more with full pay in respect of each completed calendar month that they may have been detained.

In the case of constables 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 3 days for each completed calendar month of residential service, plus the time necessarily taken on the journey from England. Constables to whom return leave is granted will be required to

sign

X 2½ in respect of service in certain stations.

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 with the approval of the Commissioner being discharged under Clause 12 (a) (e) or (f) of the foregoing Schedule before the completion of a further tour of service, 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, together with the cost of their return passage from England or such part thereof as the Government may direct.

II. Constables 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 ^x 3 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 a constable 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 ^x 3 days more (making ⁺ 6 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, constables who are not returning may be granted an extension of leave at the ^x 3 in respect of service in certain stations discretion

discretion of the Secretary of State, for a period not exceeding six 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 six calendar months, and if necessary for a further period of six months with half salary; or it may be extended with full pay if the constable 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 a Constable, residential service is taken to begin on the day on which he arrives at Mombasa and to end on the day preceding that on which he leaves Mombasa.



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GOVERNMENT HOUSE,
NAIROBI,
KENYA.
10th September, 1923.

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My Lord Duke,

In continuation of paragraph 2 of my despatch No. 1401 of even date, and with reference to paragraph 2 of Mr. Churchill's despatch No. 952 of June 29th, 1922, I have the honour to transmit herewith for Your Grace's consideration a draft form of agreement which has been prepared for use in the case of European Police Constables who are engaged locally.

2. This form follows that transmitted with my despatch under reference as closely as possible, suitable adjustments being made where occasion demands them in consideration of the fact that the engagement is made in this country and not in England.

3. The main alterations in principle occur in respect of Passages, Leave and Sick Leave. In clause 7 of the draft, the provision for a passage to England at Government expense has been made contingent on the completion of a tour of service and agreement on the part of the Constable and the Government as to re-engagement for further service. I see no cause for the provision of a free passage to Constables engaged locally unless these conditions have been fulfilled.

4. The Schedule of Leave regulations is intended to apply generally to European Officers who are locally engaged in this Colony and differs

considerably

considerably from the Schedule in use for officers engaged in England. The proposed regulations are based on the principles that, if the officer is to be re-engaged for further service, leave should normally be taken in England and that, if the officer is not to be re-engaged, the vacation leave which is due to him on the completion of a tour of service will be accompanied by no privileges regarding a passage to England. Provision has been inserted for the refund of certain payments made on behalf of the officer in the event of the agreement to perform further service being broken by the officer.

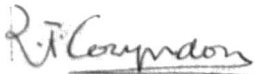
5. In the case of sick leave, I do not consider that the provision of a passage to England should be offered to a locally engaged officer unless there is reason to believe that the officer will ultimately be fit to return to duty and unless the Government desires to retain his services, and I have altered paragraph III of the draft leave regulations accordingly. I have considered it unnecessary to provide for extensions of vacation leave to locally engaged officers.

6. I should be glad to receive Your Grace's approval of this Schedule of Leave Regulations for general application to European officers who are engaged in this country.

I have the honour to be,

My Lord Duke,

Your Grace's most devoted
and most obedient servant,



GOVERNOR.

COLONY AND PROTECTORATE OF KENYA.

European Constable POLICE LOCAL AGREEMENT. (Local Engagement)

AGREEMENT made this day of One Thousand Nine Hundred and BETWEEN the Commissioner of Police, Nairobi, Colony and Protectorate of Kenya, acting for and on behalf of the Government of the Colony and Protectorate of Kenya (hereinafter called "the Government") of the one part and of the other part (hereinafter called "the person selected").

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1. The person selected agrees to report himself at the Headquarters of the Kenya Police in order that he may be attested as a Constable in the Kenya Police in accordance with any Proclamation, Ordinance or Regulations now in force or which may from time to time be promulgated providing for the discipline and organisation of that Force, and will act in all respects according to the instructions or directions given to him by the Government through the Commissioner of Police or other duly authorised officers. 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 a 2nd ^{Grade} Constable £225 and 1st ^{Grade} Constable £250 per annum respectively.

3. If the person selected shall at any time be dismissed from or leave the Force prior

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to the expiration of the term of his engagement
all rights and advantages reserved to him by
this agreement shall cease.

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. AS WITNESS our hands the day and year
above written.

Signed by
(on behalf of the Government)
in the presence of
.....

Signed by
in the presence of
(Signature
Address
Occupation

Of Witness.

SCHEDULE.

1. The person ^{engaged} selected must be unmarried,

(2) A tour shall be deemed to be completed upon the expiration of such period within the limits above mentioned, and may be fixed by the ~~Board of Commissioners~~ ^{Commissioner}, and the period shall be ~~to~~ ^{not} ~~less~~ ^{more} than ~~the~~ ^{an} ~~expiration~~ ^{of} ~~of~~ ^{the} ~~period~~ ^{period} of ~~the~~ ^{the} ~~tour~~ ^{tour}.

2. (1) The engagement of the person selected is for a tour of ~~thirty~~ ^{not less than twenty nor more than thirty} months continuous residential service beginning from the date of enlistment in the Colony, but the engagement may be extended as provided for in Clause 2

(2) ⁽²⁾ ⁽³⁾ The person selected may, notwithstanding the completion of his tour of service, be retained at the option of the Government for a further period of service, 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.

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 ^{engaged} selected shall give notice

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Commissioner shall fix a period than the ^{of thirty months} expiration of the tour, ^{to} ~~not~~ ^{with} ~~the~~ ^{the} ~~expiration~~ ^{of} ~~of~~ ^{the} ~~tour~~ ^{tour}.

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 ^{it shall be open to the Commission} ~~the no engagement~~ ^{admission to the permanent and reasonable establishment, or he may} ~~be~~ on such terms and for such period as may be mutually agreed.

4. 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 ^{engaged} shall reside in such place and occupy himself in such manner as the Government, through its duly authorized officers, shall direct, and he shall not, either directly or indirectly, engage or be concerned in any other service or business whatsoever or receive commission 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 regulations prescribed in the Police Ordinances and to the Colonial Regulations in so far as the same are applicable.

^{Government quarters} Government quarters, free of rent (but not of rates or other similar outgoings), will be provided when such quarters are available. When such quarters are not available the person ^{engaged} selected 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.

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

87. (1) "Passage" in this agreement means a second-class passage[†] and includes conveyance by railway, steamer or other transport in accordance with the terms of this agreement.

(2) The Government shall provide the person selected with a free passage to England only on the completion of a satisfactory tour of service and subject to re-engagement for a further period of service as provided in Section 3 of this Schedule. The provision of such passage is subject to the conditions hereinafter appearing.

98. (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)

† NOTE :- 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.

(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.

109. 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 of ill-health, not caused by his own misconduct, incapable on physical grounds of rendering further efficient service in the Colony, then the person selected must relinquish his employment; and (in either case) the Government shall pay him his salary up to and including the date of his so relinquishing his employment.

110. The person selected may be discharged at any time :-

(a) If he fails to present himself for attestation.

(b) When pronounced by a Medical Officer designated by the Government to examine him to be mentally or physically unfit for further service.

(c) When sentenced to be dismissed from the Force for misconduct.

(d) If the Commissioner shall consider that he is unlikely to become an efficient Constable.

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(e) On reduction of establishment.

(f) On purchase of discharge if approved by the Commissioner at the following rates :-

£30. 0.0 during the first year of service.

£22.10.0 during the second year of service.

£15. 0.0 during the third year of service.

13 ~~X~~. The person selected is not at liberty to resign his office without the leave of the Commissioner.

14 ~~X~~. If the person selected shall absent himself from duty through ill-health he shall produce a medical certificate to that effect signed by a medical officer designated by the Government for that purpose, and if his sickness should be caused through his own impropriety of conduct he may be called upon to forfeit his salary for the number of days he shall be absent from duty. If he shall absent himself from his duty from any cause whatever without leave he shall render himself liable to such disciplinary action as is provided for in any Proclamation, Ordinance or Regulation in force at the time of such absence.

15 ~~X~~. The person selected 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.

16 ~~X~~. 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.

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1718. In the event of the person selected 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.

of
Agents.

1719. When the person selected 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.

1720. While leave of absence is not a ^{part} ~~included~~ ^{selected} right included in the contract, the person ~~selected~~ after the completion of a satisfactory tour of service, or if, when he is in the Colony, his engagement is terminated by reason of ill-health, in accordance with the provisions of clause 3 of this Schedule, will ordinarily be granted, so far as the exigencies of the public service permit, leave under the ^{following} regulations for locally engaged European ^{Police Constables} ~~employed~~ ~~in Kenya Colony and Protectorate, which are~~ printed below :-

over

LEAVE REGULATIONS FOR LOCALLY ENGAGED
EUROPEAN OFFICERS SERVING ON
AGREEMENT IN KENYA COLONY
AND PROTECTORATE.

Police Constables

out →

I. Subject to the necessities of the service, officers may, after a tour of residential service, be granted vacation leave with full pay for 3⁺ 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 30 months' service they may be granted vacation leave for 3⁺ days more with full pay in respect of each completed calendar month that they may have been detained.

II. ~~In the case of~~ Officers who are returning to East Africa for further service, officers may, after a tour of residential service, and subject to the ~~necessities~~ ^{exigencies} of the service, be granted vacation leave with full pay for the time necessarily taken on the journey to England plus 3⁺ days for each completed calendar month of residential service; and if especially detained by the Government on public grounds after the completion of a 30 months service, they may be granted vacation leave for 3⁺ days more with full pay in respect of each completed calendar month that they may have been detained.

In such cases, there (may) be added to their vacation leave a further period of leave with full pay, known as "return leave" for 3⁺ days

+ 2⁺ in respect of service in certain stations.

days for each completed calendar month of residential service, plus the time necessarily taken on the journey from England.

Officers who proceed on leave to England 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 cost of their passage to England and the amount of any pay drawn in respect of return leave, and that in the event of their returning to East Africa for further service but determining the engagement with the approval of the Commissioner or being discharged under clause ~~12~~¹² of the foregoing Schedule before the completion of a further tour of service they will, if called upon to do so, refund the amount of any pay drawn in respect of return leave or such part of that pay as the Government may direct together with the cost of their return passage from England or such part thereof as the Government may direct.

III. Officers invalided before completing a tour of service may be granted sick leave, with full pay, for three ^x 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 duty and if the

x 2½ in respect of service in certain stations.

the Government desires to retain his services for a further tour, he may be granted "return sick leave" with full pay for three^x days more (making six[@] days in all) in respect of each completed calendar month of residential service.

In such cases, the officer may, in the discretion of the Government, be granted a free passage to or from England or both in which event, the time necessarily taken on the journey to or from England or both will be regarded as additional to any period of sick leave or return sick leave which may be granted and the same conditions as are laid down in Regulation II for repayments in respect of return leave and cost of passages shall apply.

IV. Return leave or return sick leave may be extended with full pay, on the ground of ill-health for any period not exceeding six calendar months, and if necessary for a further period of six 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 authorizes full pay or half pay.

VI.

x 2½ in respect of service in certain stations.

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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 is attested.

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Q.N. 49512/23, Kenya

[Handwritten signature]

12 May 1924

DRAFT.

From Agents

Gentlemen

With reference to

Your letter No 7/S.A. 17
of the 30th of November, 1923

~~and in consequence of~~
~~which~~ I am able to

transmit to you the
acc^y copy of a form
of Agreement for the
reengagement of European

MINUTE.

Mr. Seel 10.5.24.

Mr. Jeffries 10/5/58539/43
[Handwritten initials]

Mr. Davis

Mr. G. Grindley

Mr. H. Reed

Mr. J. Masterton Smith

Mr. Ormsby-Gore

Mr. P. de Bunsell

[Handwritten notes:]
Typed copies forwarded
under ref. 49512/23
to Mr. Seel (10/5/24)
(10/5/24)
Mr. Seel
49512/23
PT
2/11
2/11
2/11

Police Constables in the service
of the Gov^t. of Kenya who were
engaged in the Colony in the
first instance; and to authorise
you to take this form into
use until further notice
for the reengagement of such
Officers.

(Signed) H. J. READ