

1911

E. AFRICA
22243

C.O
22243
JUL 11

Agents
Date:
July
Previous Paper.
6551
6-7-11

Officers Agreements
Classes I & II

Submits revised dft. Agreements as regards
appt. and passage

Hi Reid

Passage agreement I see no reason
why, in the case of all time agreements,
provision should not be made for the
expenses by the person engaged of
the cost of his transport to the station
(for the return to the cost of his
passage), as is done with the
Case of Messengers. It is desirable

Subsequent Paper
25718

that all agreement should be in line

Engagement Agreements. All the wording

of clause 11 in class 1 agreement, and

of clause 13 in class 2 agreement, the

words "at the option of the firm" should

appear in both. Should be struck out

Other wise I have nothing to object to

Draft herewith for review

HTS
11/7

at once

H. V. R.

12/11

C.C.
22243
REC'D &
7 JUL 11

P. 745.
ALL COMMUNICATIONS
TO BE ADDRESSED TO THE
AGENTS FOR THE COLONIES,
THE ABOVE REFERENCES AND THE
TEXT OF THIS LETTER BEING QUOTED.
TEL. ADD. "CROWN, LONDON."

WHITENALL GARDENS,
LONDON, S.W.

345

7th July, 1911. 190

Sir,

ca

With reference to your letter No. 15851/1911 of the 2nd of June last and previous correspondence on the subject of the revision of the Agreements used in connection with the engagement of officials in Eastern Africa I have the honour to enclose for the approval of the Secretary of State draft copies of the agreements as amended.

2. As regards the passage agreement, two forms are at present in use, one for East Africa and Uganda and the other for Nyasaland Officials; the only difference being that in the Nyasaland agreement provision is made for the refund by the person engaged of the cost of his transport to his post (in addition to the cost of the passage), this provision having been inserted at the request of the Nyasaland Government. It would be convenient if the same provisions on this point could be adopted by all three Governments, as in that case one form of passage agreement would serve for all.

3. We shall be glad to receive early approval of the agreements enclosed in order that copies may be sent to an official whom we are engaging and whom we have asked to sail on the 21st instant.

I have the honour to be, Sir,

Your obedient servant,

H. J. ...

Under Secretary
of State,
&c. &c. &c.

COLONIAL OFFICE.

for Crown Agents.

PROTECTORATE
PASSAGE AGREEMENT

22243

Recd &
27 JUL

AGREEMENT made this
One thousand nine hundred and

19

316

BETWEEN

in the County of _____ of the one part
and the CROWN AGENTS FOR THE COLONIES of Whitehall
Gardens, London in the County of Middlesex, for and
on behalf of His Majesty of the other part.

WHEREAS (hereinafter called the
Person selected) hath been duly selected for appointment as

in the Protectorate of _____

will be provided with a passage to the Protectorate in the steamer
_____ on the _____ day of _____ 19

WHEREAS the Person selected may hereafter be granted leave of absence
from the Protectorate known as "return leave" or "return sick leave" and
to receive pay in respect of such leave.

If the Person selected in consideration of the premises doth hereby
agree that should he fail to proceed to _____ that shall have been fixed by the Government of the Protectorate
prior to the expiration of the tour of service, whether he quit the Protec-
torate without leave or leave the service of the Government of the
Protectorate or be dismissed or removed from his appointment in conse-
quence of misconduct, he will refund and repay to the Government of the
Protectorate or to the Crown Agents for the Colonies in London the amount
of his passage to the Protectorate and to report to his post.

It is always that nothing herein contained shall bind or oblige the
Person selected to repay the aforesaid amounts if at the time he shall
leave the service of the Government of the Protectorate as aforesaid
the Governor of the Protectorate or person acting as such, shall certify
that the Person selected is unable from bodily or mental infirmity to
perform in the performance of his duty.

If the Person selected, in consideration of the premises, doth hereby
agree that should he fail after the expiration of such return leave
or return sick leave as aforesaid duly to return to the Protectorate for
other service under the Government of the Protectorate or for service
for the Government of any other British Protectorate in East Africa
he will refund and repay to the Government of the Protectorate or to the
Crown Agents for the Colonies on demand the amount or amounts which may
have been paid to him or on his behalf in respect of such leave.

WITNESS OUR HANDS THE DAY AND YEAR ABOVE WRITTEN

signed by the said
in the presence of

Signature _____

Sign here over
with a stamp

Address _____

Occupation _____

WITNESSED by

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

Whitehall Gardens S.W.

EAST AFRICA PROTECTORATE.

Class I.

1911.
 No. _____
 Appts.

Agreement made the _____ day of _____ 19____
 Between the Crown Agents for the Colonies, Whitehall Gardens, London, acting on behalf of
 the Government of the East Africa Protectorate (hereinafter called the Government), and

_____ in the County of _____

(hereinafter called the person engaged)

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

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

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

3. The Government shall deduct each month from the salary of the person engaged the sum of
 £ _____, which amount shall be paid in England by the Crown Agents for the Colonies to
 _____ the _____ of the person engaged, on ^{his} _{behalf}
 presenting to them a bill drawn upon them by the Government in ^{his} _{own} favour, and endorsed
 by ^{him} _{her}.

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

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

As witness our hands the day and year above written.

Signed by _____

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

Signed by _____

in the presence of _____

Name _____

Address _____

Occupation _____

SCHEDULE.

1.—The engagement of the person engaged is for a tour of thirty months continuous residential service commencing from the date of disembarkation on the African Coast, but the engagement may be extended as provided for in Clause 13. The person engaged may however at the option of the Governor be detained in the Protectorate after the completion of a tour of service for such further period as may be necessary in the interests of the Government.

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 use his utmost exertions to promote the interests of the Government.

3.—(1) Half salary will be paid from the date of embarkation on first engagement. Full salary will begin from the date of disembarkation on the African Coast.

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

(3) The salary of the person engaged may be liable to deductions under Clauses 10 and 12.

4.—The person engaged shall be provided with free quarters or be paid such an allowance in lieu thereof as the Government shall consider equitable. "Quarters" in this agreement means quarters free of rent, but not of rates and similar outgoings.

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

6.—(1) "Passage" in this agreement means a first-class passage, and includes conveyance by railway, steamer, or other transport between the African Coast and the station of the person engaged in the Protectorate, and conveyance by railway on the Continent of Europe where necessary.

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

7.—(1) If the person engaged shall be compelled by reason of ill-health not caused by his own misconduct to resign his appointment, or if at any time it shall be certified by a duly qualified medical officer employed by the Government, that he is incapable on physical grounds of rendering further efficient service in the Protectorate, the Government shall pay him full salary up to but not including the date of departure from the African Coast of the first steamer by which in the opinion of the Government he could have embarked, and half salary during the time necessarily spent on the passage to England, and shall provide him with a free passage to England provided he embarks within two months of the date of such resignation or certificate, but he shall have no further claim on the Government. He may however at the option of the Government be granted leave of absence with full salary under Clause 11, as if he had been invalided home.

(2) A certificate signed by a duly qualified medical officer employed by the Government shall be conclusive evidence on the question whether or not the person engaged was compelled to resign his appointment by reason of ill-health within the meaning of this clause.

8.—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 7, to become unable to perform any of his duties or to comply with any order, or shall disclose any information respecting the affairs of the Government to any person not in the employment of the Government, or shall in any manner misconduct himself, the Government may dismiss him and on such dismissal all rights and advantages reserved to him by this agreement shall cease, and he shall be liable to repay to the Government on demand the amount paid for his passage to the Protectorate.

9.—(1) The Government may at any time determine the engagement of the person engaged on giving him three months notice in writing, or on paying him one month's salary and in either case, if he is in the Protectorate at the time, furnishing him with a free passage to England provided that he claims and avails himself of such return passage within two months of such determination.

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

(3) The person engaged may also, while on leave of absence in this country, determine his engagement on giving notice in writing to the Crown Agents for the Colonies, in which case the determination shall take effect from the date of the expiration of such leave as he may have been granted other than return leave, return sick leave, or any extensions thereof. He shall, however, unless he has completed the term of service provided for in this agreement be liable to repay on demand the cost of his passage to the Protectorate on first engagement.

10.—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

Term of engagement.

Duties.

Salary.

Quarters.

Travelling allowance.

Passage.

Ill-health.

Dismissal.

Determination of engagement.

Liability to make good damage.

(X) Addition made
by CA by me

1911.

20243
REC'D &
7 JUL 1911

EAST AFRICA PROTECTORATE.

Class 2.

349

of duty whatsoever on his part, he may be liable to a deduction from his salary to make good the damage or any part thereof, the amount of which shall be fixed by the Head of his Department.

Leave of
Absence.

11.—(1) ~~Whenever the person engaged may, if the exigencies of the service permit, be granted (a) leave of absence on full salary (known as vacation leave) for the time necessarily spent on the voyage home and for two and a half days in respect of each completed month of continuous residential service together with a free passage home and (b) if he is returning to the Protectorate further leave of absence on full salary (known as return leave) for two and a half days in respect of each completed month of continuous residential service and for the time necessarily spent on the voyage out together with a free passage out, and the person engaged hereby agrees that if he should fail to return to the Protectorate at the expiration of his return leave he will repay on demand the amount which may have been paid to him in respect of such return leave. If invalidated home before completing the tour fixed by the Governor he will be subject to the same rules in respect of duration of leave as officers on the permanent establishment.~~

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

Security

12.—The person engaged shall, if so required by the Government, furnish such security and in such form as the Government may decide upon 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.

Further
employment.

13.—Three months before the date on which he will be due to leave the Protectorate at the end of the tour of service, the person engaged shall give notice in writing to the Government whether he desires to remain in its employment, and the Government shall thereupon decide whether it will offer him further employment, in which case the re-engagement will be on such terms and for such period as may be mutually agreed.

Payments in
England.

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

Powers of
Crown
Agents

15.—When the person engaged is not in the Protectorate, the Crown Agents of 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.

* NOTE.—Wherever 24 days are mentioned in this clause, 3 days may at the discretion of the Governor be substituted in respect of service at any station which is classed by the Government as an unhealthy station.

No. _____
Appts.

Agreement made the _____ day of _____ 19____

Between the Crown Agents for the Colonies, Whitehall Gardens, London, acting on behalf of the Government of the East Africa Protectorate (hereinafter called the Government), and

_____ in the County of _____

(hereinafter called the person engaged)

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

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

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

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

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

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

As witness our hands the day and year above written.

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

Signed by _____
in the presence of _____
Name _____
Address _____
Occupation _____

SCHEDULE

Term of engagement.

1.—The engagement of the person engaged is for a term of thirty months continuous residential service, commencing from the date of disembarkation on the African Coast, but this term may be extended as provided for in Clause 15. The person engaged may, however, at the option of the Governor be detained in the Protectorate after the completion of a tour of service for such further period as may be necessary in the interests of the Government.

Duties.

2.—The duties of the person engaged shall include the usual duties of the office for which he is engaged, and any other suitable duties which the Government may call upon him to perform. The person engaged shall reside in such place and occupy himself in such manner as the Government. Through its duly 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 use his utmost exertions to promote the interests of the Government.

Salary.

3.—(1) Half salary will be paid from the date of embarkation on first engagement. The salary will begin from the date of disembarkation on the African Coast.

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

(3) The salary of the person engaged may be liable to deductions under Clauses 10, 11, 12 and 13.

Quarters.

4.—The person engaged shall be provided with quarters or be paid such an allowance in lieu thereof as the Government shall consider equitable. "Quarters" in this agreement means quarters free of rent, but not of rates and similar outgoings.

Travelling allowance.

5.—When travelling on duty away from his station in the Protectorate the person engaged either shall be provided with transport or shall be paid travelling expenses according to the scale laid down for transport and travelling expenses respectively in the Protectorate.

Passage.

6.—(1) Passage in this agreement means second class passage, and includes conveyance by railway, steamer, or other transport between the African Coast and the station of the person engaged in the Protectorate, and conveyance by railway, second class, on the Continent of Europe where necessary.

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

(3) The Government shall provide the person engaged with railway fares (third-class) to the port of embarkation on first engagement.

7.—(1) If the person engaged shall be compelled by reason of ill-health not caused by his own misconduct to resign his office, or if at any time it shall be certified by a duly qualified medical officer employed by the Government that he is incapable on physical grounds of rendering further efficient service in the Protectorate, the Government shall pay him full salary up to but not including the date of departure from the African Coast of the first steamer by which, in the opinion of the Government, he could have embarked, and half salary during the time necessarily spent on the passage to England, and shall provide him with a free passage to England provided he embarks within two months of the date of such resignation or certificate; but he shall have no further claim on the Government. He may, however, at the option of the Government be granted leave of absence with full salary under Clause 13, as if he had been invalided home.

(2) A certificate signed by a duly qualified medical officer employed by the Government shall be conclusive evidence on the question whether or not the person engaged was compelled to resign his office by reason of ill-health within the meaning of this clause.

Dismissal.

8.—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 7) become unable to perform any of his duties or to comply with any order, or shall disclose any information respecting the affairs of the Government to any person not in the employment of the Government, or shall in any manner misbehave himself, the Government may at any time dismiss him on such dismissal all rights and advantages conferred on him by this agreement shall cease, and he shall be liable to repay to the Government on demand the cost of his passage to the Protectorate.

Determination of engagement.

9.—(1) The Government may at any time determine the engagement of the person engaged engaging him three months before the expiration of the same, by giving him one month's salary, and in the case of his return to the Protectorate by providing him with a free passage to England, provided that he claims and is entitled to such free passage within two months of such determination.

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

(3) The person engaged may also, while on leave of absence in this country, determine his engagement on giving notice in writing to the Crown Agents for the Colonies, in which case the determination shall take effect from the date of the expiration of such leave as he may have been granted, other than return leave, or any extension thereof. He shall, however, unless he has completed the term of service provided for in this agreement, be liable to repay on demand the cost of his passage to the Protectorate on first engagement.

Liability to make good damage.

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

Absence from duty.

11.—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 appointed by the Government for that purpose, and if his absence should be caused through his own imprudence of conduct he shall forfeit his salary for the number of days he shall be absent from duty. If he shall absent himself from his work from any cause whatever without leave he shall forfeit his salary for the number of days he shall be absent from duty, and it shall be lawful for the Government to dismiss him forthwith for misconduct.

Fine

12.—If the person engaged shall—

- (1) Disregard or without sufficient reason fail to comply with any order, standing order, or departmental instruction;
- or (2) Incapacitate himself for the performance of any of his duties by indulgence in any stimulant;
- or (3) In any manner misconduct himself;

the Head of his Department may, after such investigation and upon such evidence as he may think fit, and in addition to or in lieu of exercising any other powers reserved to him or to the Government under this agreement, fine the person engaged to any extent not exceeding five pounds (£5), or suspend him from work, with loss of pay and allowances for any period not exceeding one calendar month, and any such fines and the pay corresponding to any such suspension may be deducted from any money which would otherwise be due under this agreement.

Leave of absence

13.—(1) ~~Whenever~~ the person engaged may, if the exigencies of the service permit, be granted (a) leave of absence on full salary (known as vacation leave) for the time necessarily spent on the voyage home and for two and a-half days in respect of each completed month of continuous residential service together with a free passage home, and (b) if he is returning to the Protectorate further leave of absence on full salary (known as return leave) for two and a-half days in respect of each completed month of continuous residential service, and for the time necessarily spent on the voyage out together with a free passage out, and the person engaged hereby agrees that, if he should fail to return to the Protectorate at the expiration of his return leave, he will repay, on demand the amount which may have been paid to him in respect of such return leave. If invalided home before completing the tour fixed by the Governor he will be subject to the same rules in respect of duration of leave as officers on the permanent establishment.

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

Security

14.—The person engaged shall, if so required by the Government, furnish such security and in such form as the Government may decide upon 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.

Notice of employment

15.—Three months before the date on which he will be due to leave the Protectorate at the end of the tour of service, the person engaged shall give notice in writing to the Government whether he desires to remain in its employment, and the Government shall thereupon decide whether it will offer him further employment, in which case the re-engagement will be on such terms and for such period as may be mutually agreed.

Payment in England

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

Powers of Crown Agents

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

* Whenever 14 days are mentioned in this clause, 7 days may at the discretion of the Governor be substituted in respect of service at any station which is closed by the Government upon a change of station.

13. /146.

22. 11. 13
Recd &
7. 11. 11

351

7th July, 1911.

Sir,

With reference to your letter No. 15851/1911 of the 2nd of June last and previous correspondence on the subject of the revision of the Agreements used in connection with the engagement of officials in Eastern Africa I have the honour to enclose for the approval of the Secretary of State draft copies of the agreements as amended.

2. As regards the passage agreement, two forms are at present in use, one for East Africa and Uganda and the other for Nyasaland Officials; the only difference being that in the Nyasaland agreement provision is made for the refund by the person engaged of the cost of his transport to his post (in addition to the cost of the passage), this provision having been inserted at the request of the Nyasaland Government. It would be convenient if the same provisions on this point could be adopted by all three Governments, as in that case one form of passage agreement would serve for all.

3. We shall be glad to receive early approval of the agreements enclosed in order that copies may be sent to an official whom you are engaging and whom we have asked to sail on the 21st instant.

I have the honour to be, Sir,

Your obedient Servant,

The Under Secretary
of State,

Ac. &c. &c.,

COLONIAL OFFICE.

for Crown Agents.

Proposed 12 July 1918

Gentlemen
I am etc to ask

the receipt of your letter
of the 7th of July,
and to inform you that

he approves the draft
passage and Engagement
agreements for East African
officers therein enclosed.

Subject to the following
conditions:
As regards the
passage agreement, his
Basement approves of the

and 25/18

DRAFT.

- MINUTE.
- Mr. Ashby 1/2
 - Mr. Read 12
 - Mr. Fiddes
 - Mr. Just
 - Sir C. Lucas

- Lord Lucas.
- Mr. Harcourt.

Agreement form of deposit
being added the pro
the upgrade, May,
to the idea of the
the

provision for the repair
by the person engaged
of the cost of his hand
to his feet (in addition to
the cost of his passage)

which appears at present
in the regulations form of
agreement, being needed
also in the agreement
for East & beyond, for

as it is desirable
that there should be one
form of agreement for
the same Post-Office
3. With regard to the
Engagement agreement
the words "at the
option of the foot"
at the beginning of clause
11 of the class 1 agreement
and of clause 13 of the
class 2 agreement,
should be amended
and should be amended
as

A. J. H.