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Previous Paper

Full 2/29/10  
2-558

Travelling allowances

minutes as to all of these agreements

Mr. Butler.

I have placed below agreements in use in East Africa, which I have obtained from the Crown Agents. You will see that the clauses re Travelling Allowances is practically the same in all cases, (paragraph 7 in the Engineers' Agreement for Uganda Railway is a little differently worded, but in sense is the same). I think that in all East African Agreements we had better substitute for the present clause the clause "When travelling on duty away from his station in the Protectorate the person engaged either will be provided with transport or will be paid travelling expenses according to the scale laid down for transport and travelling expenses respectively in the Protectorate".

H.F.B. 15/XII.

So instruct Crown Agents.

Mr. Read.  
F.G.A.B.

December 16th.  
J.S.R. 16/12.

H.F.B.

16/XII.

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subsequent Paper

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# Agreement

made the  
day of September One

East Africa  
Reg<sup>mt</sup> 11/1/1901  
Appt

thousand nine hundred and ten Between  
The Crown Agents for the Colonies of  
Whitehall Gardens London in the County  
of Middlesex acting for and on behalf of  
the Government of the East Africa  
Protectorate (hereinafter called  
the Government) of the one part and  
Ronald Edric Tenney of 24  
Wellesley Road Colchester in the  
County of Essex of the other part

Whereby it is agreed by and between  
the parties hereto as follows

1. The said Ronald Edric Tenney hereinafter called the person engaged, is hereby selected for appointment as a Second Engineer in the Uganda Railway Steamer Service on Lake Victoria upon the terms and conditions hereinafter set forth
2. The person engaged shall proceed to East Africa when directed by the Crown Agents for the Colonies there to perform the duties of his appointment for the period of three years commencing from the date of arrival at Mombasa but this period may be extended as provided for in Clause 4.
3. The duties of the person engaged shall include the usual duties of the appointment and in addition any other suitable duties either ashore or afloat which the Government may call upon him to perform
4. The person engaged shall on arrival in the Protectorate and during the time he shall continue in the service of the Government reside in such place and occupy himself in such manner

as the Government through its properly qualified 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

5 The Government shall provide the person engaged with a free passage to Mombasa together with railway fare third class to port of embarkation and on the satisfactory expiration of his engagement and subject to clauses 6 and 9 with a free passage home provided he claims and avails himself of such return passage within two months from the date of such expiration. Passage in this agreement means a second class passage.

6 The person engaged shall be paid a salary at the rate of two thousand seven hundred Rupees (Rs 2700) per annum rising after one and a half years service to Three thousand Rupees (Rs 3000) per annum but no increment will be granted unless the conduct and diligence of the person engaged has been approved. The salary is liable to a deduction not exceeding two pounds (£2) per month in respect of such deductions shall amount to the sum paid for his passage to the Protectorate including railway fare which sum the Government will retain until the termination of his engagement. When if his conduct has been satisfactory the whole amount will be refunded to him but if he shall resign his appointment for any other cause than ill health (not caused by his own misconduct) or shall be dismissed from his employment for misconduct the cost of his passage (including railway fare) will be repaid out of the sum so deducted. Half salary will be paid during the voyage

out and home. The engagement salary will begin from the date of arrival at Mombasa

7 The Government shall provide the person engaged with free quarters or an allowance or either provide him with travelling expenses necessary travelling expenses on

on duty away from his station. Free quarters means quarters free of rent but not of rates and similar outgoings

8 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 his salary up to the date of such resignation or certificate and shall if he is in the Protectorate at the time provide him with a free passage to England provided that he claims and avails himself of such return passage within two months but he shall have no other claim on the Government. If he shall resign his appointment from any other cause he shall be repaid by the Government the amount paid for his passage to Mombasa including railway fare and if he is in the Protectorate at the time shall not be entitled to his return passage to England. 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

9 If the person engaged shall at any time neglect or refuse or from any cause excepting ill health not caused by his own misconduct (as provided



in Clause 8) become unable to comply with any of the clauses of this agreement or any of the duties required of him or any of the duties of the Government or these officers or shall correspond verbally or otherwise directly or indirectly in or about the affairs of the Government such as any person not in the employment of the Government or shall publish directly or indirectly any document or information of any kind affecting the Government or shall in any manner misconduct himself or shall be competent for the Government to declare his employment at an end and he shall be forthwith dismissed by the Government and all rights and advantages reserved to him by the agreement shall cease and he shall be liable to repay or towards the Government for his passage to all ports including railway fares.

10. The Government may at any time determine the engagement of the person engaged engaging him three months notice in writing or in paying him on the spot his salary and in either case if he is on the Protectorate at the time of such determination if the Government providing him with a free passage to England provided that he claims and avails himself of such return passage within two months. He shall not in either case be entitled to half pay during the voyage home unless specially granted by the Government.

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

12. 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 the absence or incapacity of a doctor or if he should absent himself from his work from any cause whatever whether or not he shall forfeit his salary for the number of days he shall be absent from duty.

13. If the person engaged shall be negligent in any manner or neglect himself for the performance of any of his duties his salary shall be liable to deduction and he shall be liable to repay or towards the Government any amount exceeding one half thereof and for any period in the hands of the Department shall account for the same.

14. If the person engaged shall commit any breach of this agreement or if any law or regulation or order or shall in any way misconduct himself the Head of this Department may after such investigation and upon such evidence as he may think fit pay him an amount not exceeding five pounds (£5).

15. The person engaged shall if required 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.

16. The Government shall deduct each month from the salary of the person engaged the sum of                      pounds (£) which amount shall be payable by the Government Agents for the Consulate in England to

the person engaged or to the person to whom he prescribes to them for acceptance a bill drawn upon them by the Government in the name and endorsed by it.

17. Three months prior to the expiration of this agreement the person engaged shall give notice in writing to the Government whether he desires to remain in its

employment, and if the Government desire to return his services he may, thereupon be re-engaged on such terms and for such periods as may be mutually agreed.

18. In the event of the person engaged becoming entitled on the expiration of the agreement to any payment or benefit on account of salary, return passage, allowances, gratuity, retirement or other expenses, it will be necessary for him to produce to the Crown Agents a certificate from the Government of the amount so due before payment will be effected.

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

Witness our hands the day and year above written.

Signed by

Her Majesty's High Commissioner  
for the Colonies as aforesaid  
in the presence of

Whitehall Gardens, S.W.

Signed by

Ronald Edgar Penney  
in the presence of

Name  
Address  
Occupation

# NYASALAND PROTECTORATE.

Class 2.

Regn. 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 Nyasaland Protectorate (hereinafter called the Government) and

\_\_\_\_\_ in the County of \_\_\_\_\_

(hereinafter called the person engaged).

1. The person engaged agrees to proceed to the Nyasaland 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 authorized 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  
\_\_\_\_\_ per 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, or <sup>his</sup> <sub>her</sub> presenting to them a bill drawn upon them by the Government in <sup>his</sup> <sub>her</sub> favour and endorsed by <sup>him</sup> <sub>her</sub>.

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 tour of thirty months' service, commencing from the date of disembarkation on the African Coast, but this term may be extended as provided for in Clause 15.

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.—(a) 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.

(b) No increment of salary will be granted to the person engaged unless his conduct and efficiency have been approved. The evidence of such approval shall be a certificate signed by the Head of his Department, countersigned by such officer as the Government may designate for the purpose.

(c) The salary of the person engaged may be liable to deductions under Clauses 10, 11, 12 and 14.

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. In this Agreement quarters means quarters free of rent, but not of rates and other outgoings.

Travelling Allowance.

5.—When travelling on duty away from his station in the Protectorate the person engaged shall be provided with transport, or the usual and necessary expenses.

Passage.

6.—(a) 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.

(b) The Government shall provide the person engaged with a free passage to the Protectorate, and, subject to Clauses 7, 8, and 9, with a passage back again to England on the satisfactory expiration of his engagement, provided he leaves for England within two months of such expiration.

(c) The Government shall provide the person engaged with a free passage back again to England on the satisfactory expiration of his engagement.

7.—(a) 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 of rendering further efficient service in the Protectorate, the Government shall pay him full salary, 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.

(b) 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.

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 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.—(a) 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.

(b) The person engaged may at any time after the expiration of three months from the commencement of any 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.

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.

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 sickness should be caused through his own impropriety 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 as for misconduct.

Pines.

12.—If the person engaged shall

- (a) Disregard or without sufficient reason, fail to comply with any order, standing order, or departmental instruction;
- or (b) Incurtiate himself in the performance of any of his duties by indulgence in any dissipation;
- or (c) 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 the Government under this agreement fine the person engaged to any extent not exceeding two months' pay, or suspend him from work with loss of pay and allowances for any period not exceeding one calendar month and pay such fines and the pay corresponding to any such suspension may be deducted from any money which would otherwise be due under this agreement.

13.—(a) On the completion of thirty months continuous residential service in the Protectorate the person engaged may if the exigencies of the service permit be granted three months leave of absence on full salary (known as vacation leave) and if he is returning to the Protectorate on re-engagement a further three months leave of absence on full salary (known as return leave). Should the person engaged fail to return to the Protectorate at the expiration of his return leave, he will repay to the Government on demand the amount which may have been paid to him in respect of such return leave.

(b) Leaves are reckoned to begin on the date the person engaged leaves the African Coast, and in the case of return leave to end on his return to the Coast on his way to rejoin his duties.

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 termination

15.—Three months before the date on which he will be due to leave the Protectorate at the end of the term 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 or not 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.—At 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 authorized 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.



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Putnam

Jan 20 to 21

You have had attention  
has been drawn to  
a certain ambiguity in the  
clause relating to  
Travelling Allowance in  
the terms of agreement  
signed by Officers engaged  
in the service of the  
Department. It is  
stated in the clause  
of agreement in use  
which is signed by  
Officers engaged for the  
purpose of Railway Service,  
in which the  
provision as to travelling

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the letter of  
duplicate copies of  
the original for  
letter or for minute  
relating thereto.