

EAST AFR PROT.  
No. 12022

12022  
1 OF  
PAGE 5 APR 07

Individual  
1907  
March  
Previous Paper  
1906/06

(Subject)

Penman's Empl & Pension Rights

Petition praying for

action (Minutes.)

Mr. Reed

This petition (wh. has not reached us before) runs out of date. It is dated 26 March '06 when Mr. P. had reason to fear that he would be got out of it together.

He was retained for our def. of 2nd May on 11696/06 & hope was held out that he might be permanently retained. In the def. making the Retary Estimates for this year (print here) the Manager merely states that he is retaining Mr. P. for this year.

Subsequent Paper

It does not seem as though any  
special reply was required to this  
I thought he told <sup>myself</sup> that if Mr  
Counsel recommended next year that  
he should be placed on the permanent  
staff, that I should not be surprised  
to find it put out to the committee  
of the Treasury

Mr. 10/14

Mr. [unclear]  
[unclear]

After securing on a 3 year engagement extended  
for another 3 years in July 1902 & accepted by him  
in his letter of 29 July 1902 (C) Mr. Swaine  
was informed on 13 April 1903 (D) that he had  
been placed on the permanent staff at £225 p. a. w.  
Below 1 June 1903 (E) he was told that the engagement  
was not on the permanent staff but only for 3  
years from April 1903  
On 5 July 1902 (E) his salary was raised from £225  
to £300

I do not know whether this increase was regarded  
fully as a solution for the mistake made on  
13 April - but the increase must not be look-  
ed at in considering the equities of the  
particular case

The legal position, I think is that a permanent appointment  
in the case of the post is not a matter of contract  
at all, but that even if it were, and even if the letter  
of 1 June 03 constituted a breach of contract, that  
Swaine was by his conduct waived that breach  
and, in fact, so, but also by continuing his  
service entered into a new contract (which  
has since expired) by living on the basis of  
the letter of 1 June 03

Consequently I do not think he has any legal claim but, as he appears to suggest, he was given to suppose that things with all rights or this appointment be practically permanent (though for some reason of red tape not to be so expressed) I think as much considering as possible he should be shown him

Feb 26/75

H. J. R.

4/75

James

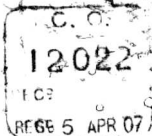
1875

4/75

has put no money need  
has but until we can see  
this through the journal

1875

4/75



To

THE MOST HONOURABLE THE EARL OF BUCKINGHAM AND CHICHESTER,

K.G., G.S.S.I., G.C.I.B.

His Majesty's Principal Secretary for the Colonies.

THE HONBLE MEMBERS OF JOHN WILLIAM STANLEY,

Assistant Traffic Manager, Grand Railway,

East African Protectorate,

RESPECTFULLY REQUESTS

1. THAT JOHN WILLIAM STANLEY was engaged on the 29th. of August 1906, for service on the Uganda Railway upon an agreement (copy annexed and marked A) for a period of three years, in which it was agreed that on the expiration of that term the engagement might be made a permanent one, if mutually agreed, by placing JOHN WILLIAM STANLEY on the Fixed Establishment of the Railway, with the regulation privileges as regards leave of absence and retiring allowance on quitting the public

service

service, in which case his service under the agreement would count towards pension, should pension be allowed in the rules put in force.

2. THAT by letter dated 26th. July 1900, (copy annexed and marked B), specifying Leave Rules, Travelling Allowance Rules, and rate of pay, YOUR PETITIONER was offered a further engagement, which YOUR PETITIONER accepted under letter dated 29th. July 1900 (copy annexed and marked C).

3. THAT YOUR PETITIONER was appointed on the 1st. of April 1903, as Senior Assistant Traffic Superintendent on the permanent Staff of the Grand Central, on a salary of \$485. per annum, by letter from the Railway Manager No.1761 of the 14th. of April 1903. (copy annexed and marked D), and subsequently YOUR PETITIONER received a letter from the Railway Manager stating that the Railway Committee were pleased to increase his salary to \$500 per annum from the 1st. of April 1903 (copy annexed and marked E).

4. THAT YOUR PETITIONER received a letter dated the 1st. June 1903 (copy annexed and marked F) from the Railway Manager requesting the deletion of the word

'permanent'

'statement' from the letter of appointment mentioned in the last para. 6.

6. THAT upon the receipt of the said letter of the 1st. inst. 1906, YOUR PETITIONER interviewed Mr. S. Thomson, Manager of the Railway at this period, and informed him that this proposal was very unsettling, and received his assurance that there was no cause to worry as the matter would be put right in a few months, and relying on his assurance YOUR PETITIONER made no further protest.

6. THAT YOUR PETITIONER has never agreed to any such deletion or waived in any way the terms of his contract, and YOUR PETITIONER continued to perform his duties under the contract to the satisfaction of his employers (copy of letter annexed and marked G).

7. THAT YOUR PETITIONER thereupon proceeded home on leave, married, and prepared himself for a long residence in East Africa, an doing which he exhausted his capital, the result of many years' careful saving.

8. THAT YOUR PETITIONER in addition to this effected insurances on his life at a cost of £50. per annum for the benefit of his wife in the Legal and General Insurance Co. Company.

9. THAT YOUR PETITIONER could and would not have married

and incurred these responsibilities had no any idea that his contract was of a temporary nature, only.

10. THAT YOUR PETITIONER has now received intimation by the Railway Director's letter No. 553 of 29th February 1906 (copy annexed and marked H) to the effect, that YOUR PETITIONER's agreement terminates on the 31st of October 1906, and after that date YOUR PETITIONER is to understand that his employment is temporary only.

11. THAT YOUR PETITIONER had no previous application for an appointment on the Uganda State Railway, but was selected by, and took the appointment at the request of the Secretary of State for Foreign Affairs, through the Agent of the Great Indian Peninsula Railway in August 1896, and gave up nineteen years' service on the Great Indian Peninsula Railway for, as YOUR PETITIONER then believed, permanent employment under the Protectorate Government in East Africa.

12. THAT YOUR PETITIONER has been through the roughest part of the work during the construction of the Uganda Railway, and was repeatedly commended by the Manager and Chief Engineer, Sir George Whitehouse in his reports to

the Railway Committee, for good work done. On the completion of the Railway in the year 1902, YOUR PETITIONER received the thanks of the Government, and later on an acknowledgment from His Majesty's Secretary of State for the Colonies for good work done during the outbreak of Plague in the Lake District.

13. THAT YOUR PETITIONER has officiated for the Traffic Manager for five months in 1901 and again for six months in 1906, and has reason to believe, not only from the letter, copy of which is enclosed, but also from the personal thanks and approval he received from Sir George Mitchell and Sir Francis O'Sullivan, that he gave satisfaction on both occasions.

14. THAT YOUR PETITIONER on completion of the construction of the Railway was appointed to take charge of the Lake Victoria District, one of the unhealthiest portions of the country.

15. THAT YOUR PETITIONER has been unable to effect any savings since his appointment to the Lake Victoria District owing to the great expense of living and the courtesies necessitated by his frequent visits in his official



capacity to the German Ports.

16. THAT the Traffic in the Lake Victoria District of which YOUR PETITIONER has been in charge, has grown to such an extent that another Steamer is being added to the service and YOUR PETITIONER feels that the termination of his services, when the Traffic of that District has been placed in such a satisfactory condition, is all the greater hardship.

AND YOUR PETITIONER HUMBLY PRAYS:-

1. THAT his services may be continued, on the Fixed Establishment of the Uganda Railway under the agreement accepted by him,

or

2. THAT full pension for the period of his service be granted to him.

AND YOUR PETITIONER, as in duty bound, will ever pray:

Dated, Port Florence, East Africa Protectorate, the twenty sixth day of March, One thousand nine hundred and six.

No. 565

C. O.

12022

REG 5 APR 07

From

The MANAGER,

Uganda Railway.

To

J. W. Beswick Esq.,

Assistant Traffic Manager,

Port Florence.

Through

The Traffic Manager,

Nairobi, 27th February 1908.

Sir,

I have the honour to inform you that H. M.'s Commissioner has received a cablegram from His Majesty's Principal Secretary of State for the Colonies stating that you are offered temporary employment in your present capacity and on your present salary on this Railway after the 31st. March next, the date on which your present agreement terminates.

Further particulars will be communicated to you upon receipt of the Colonial Office despatch on the subject.

I have the honour to be,

Sir,

Your obedient servant,

S/d. H. A. S. CURRIE,

Manager Uganda Railway.

B. O. Forwarded.

S/d A. B. Cruikshank.

28. II. 08.

From

The Manager,

To

J. H. GERRARD Esq.,

Assistant Traffic Manager,

Uganda Railway, Nairobi.

Dated Nairobi, November 18th, 1908.

Sir,

I have great pleasure in stating that I have had every reason to be satisfied with the manner in which you have administered the Traffic Department during the absence of Mr. A. B. GERRARD on sick leave.

I am instructed by the Chief Account to pay you an acting allowance of Rs. 150/- per month with effect from the 15th. of August to 15th. November. Under the orders recently received from the Colonial Office, this is the maximum I can grant you.

Sir,

Your obedient servant,

S/A. H. A. GERRARD.

Manager,

Uganda Railway,

No. 8433/IBI

From

General Manager,  
Uganda Railway.Assistant General Manager,  
Uganda Railway.

dated Nairobi 1st, June 1908.

Sir,

With reference to my letter No. 1731/T of 14. IV. 08, I have the honour to request you will cancel the word "permanent" in your letter of appointment. I have also to inform you that your engagement is for a period of three years only, from 1st, April 1908, and is subject to the terms set forth in this Office Circular letter of 8th, July 1902.

I have the honour to be,

Sir,

Your obedient servant,

S/d T. HANCOCK.

Manager Uganda Railway.

No. 2000  
19 1/2

From

The MANAGER,

To

J. W. SHEPHERD, Esq.,  
Senior Asstt. Traffic Manager,  
Calindini.

Nairobi, 5th July 1903.

Sir,

I have the honour to inform you that the Committee  
have been pleased to increase your salary to £,500.  
per annum from 1st April 1903.

I have the honour to be,

Sir,

Your obedient servant,

S/d. F. RAISON.

Manager,

Nairobi Railway.

No. 1761  
17/11

From

The Manager,  
Uganda Railway.

To

J. W. SWANWICK, Esq.,

Through

The Transport Manager,  
Uganda Railway.

Kampala, 11th April 1905.

Sir,

I have the honour to inform you that you have been appointed as Senior Assistant Traffic Superintendent on the permanent staff of the Railway on a salary of £485 per annum, from 1st April 1905.

I have the honour to be,

Sir,

Your obedient servant,

S/d. S. BARTHOLOMEW.

Manager,

Uganda Railway.

Should you require covering  
would ask for an acknowledgment.

S/d. S. B. S.

To

The TRAFFIC MANAGER.

YOUR NO. 2, LORIE ST. BOSTON, MASS. RE APPOINTMENT OF  
 JAMES HAYES JR.,

I have the honour to acknowledge the receipt of  
 your letter and to inform you that I agree to accept  
 the appointment under the conditions mentioned.

J. J. G. SMITH,  
 BOSTON, JULY 1908.

Uganda, etc. 1902.

Enclosed I have the honour to forward you copies of the new rules, certain allowance rules, and travelling allowance rules, which the Committee have decided to introduce for your service, together with a scale of pay sanctioned for your Department.

In lieu of Provident Fund an allowance is sanctioned on the same scale of interest.

You will be so good as to ascertain the names of all officers of your Executive Staff who are willing to continue on the Railway on the terms now set forth.

It is understood that the date of commencement of the agreement will be April 1st, 1903, and those whose present salaries come within the scale will remain on those salaries, but that salaries of officers now above the maximum will be reduced to the maximum and will not, during the term of agreement, receive any further increase.

I have so.,

S/D.O. WHITEHOUSE,

Manager & Chief Engineer,

Uganda Railway,

No. 10613. Dated 15th July 1902.

Copy forwarded to J. W. GUTHRIE Esq., C. S. I. C. for information, together with a printed copy of the new Leave Rules. You will please say if he agrees to accept the appointment under these conditions.

J. A. GAWLEY,

Secy. Traffic Manager.

(S. .) 16.7.02.



## Scale of Salaries for Superior Establishments.

Principal Departments-

Superintendent	From 2,700. to 3,000.
Asstt. Superintendent, "	500. " 600.
do. (District). two "	400 " 450.

Leave Rules for open line officials.

1. Every official on appointment must be satisfactorily described as
  1. Being a native of tropical Africa or
  2. Not being a native of tropical Africa.
2. Rules applicable to open line officials who are not natives of tropical Africa.

The following Rules apply to all officials who are in receipt of monthly or yearly salaries amounting a rate of 2,4. or its equivalent monthly, or who are not natives of tropical Africa.

Leave of absence can never be claimed absolutely as of right. Nothing in these Rules must be understood to limit the free discretion of the Secretary of State, or to be subject under his authority, to refuse or revoke leave of absence of any description at any time, according to the exigencies of the public service.

Leave may be granted as follows:-

- (a). Leave on Medical certificate.
- (b). Furlough out of tropical Africa.
- (c). Leave on urgent private affairs out of tropical Africa.
- (d). Privilege Leave.

Leave on medical certificate.

Leave on medical certificate will be granted only for the restoration of health and when the Principal Medical Officer of the Railway considers that after leave the official will be fit to render efficient service.

The total amount of leave of this kind which may be granted

granted last not exceed three years in all and not more than  
twelve at a time. All leave of this kind counts against the  
total amount of ~~leave~~ that can be taken.

Leave Allowance.

An official on leave on medical certificate may draw an  
allowance at the rate of half his average salary drawn during  
the year previous to the date of taking leave for the first  
twelve months of each period of leave. For the rest of the  
period leave one-quarter of such average salary.

Short periods of absence on account of daily certified  
illness will not count as leave; but should such absence  
exceed in the aggregate sixty days in any calendar year, or  
sixty days continuously, it will count as leave on medical  
certificate, on half pay for the whole period.

Assisted passages. (To India.)

Officials recruited in India, drawing less than 150 Rs.  
per month, taking leave beyond sea on medical certificate  
will be allowed a sum of 500 rupees towards the cost of passage to  
and from India.

Those drawing 150 rupees per month or over, but less than  
300 rupees, will be allowed a sum of 175 rupees on this account.  
Those drawing 300 rupees or over, but less than 500 rupees,  
will be allowed a sum of 150 rupees. Those drawing 500 rupees  
or upwards, no allowance.

To Europe or elsewhere out of Africa.

Officials drawing 2.17. per month, and less than 2.25.,  
2.40. towards cost of passage; Officials drawing 2.25. per  
month, and less than 2.35., 2.50. towards cost of passage;  
above 2.35. no allowance.

Special cases will be dealt with on their own merits by  
the Committee.

Parliament

Furlough

The amount of furlough earned in one-fourth of the period of active service on the Railway, and not exceeding six weeks in all.

No single furlough shall be granted for a longer period than twelve months, except under special circumstances when application for the necessary extension must be made to the Secretary of State.

Furlough Due.

The amount of furlough due to an official is the amount earned less by the amount already taken.

Furlough may be granted:-

- (1). Provided it can be taken without detriment to the public service.
- (2). That the official has rendered three years' active service.
- (3). That in case of second or subsequent furlough, he has rendered three years' continuous service since return from last furlough, leave or reduced certificate or leave on urgent private affairs.

Note:- Privilege leave is not considered an interruption of service.

Furlough Allowance.

An official on furlough may draw an allowance at the rate of half the average salary, exclusive of an allowance of the substantive post held during the previous year to the date of taking furlough.

The arrangements in paragraph in regard to the railway passages will apply to ordinary furlough.

Leave on urgent private affairs.

On sufficient cause being shown an official may be granted leave

leave of half-pay, for a period not exceeding six months, 200  
provided that no further be due. When less than three years'   
active service has been rendered the allowance for the period   
spent on leave will not be paid until the official returns to   
duty.

The time spent on leave of this kind will count against   
the total amount of furlough which can be taken.

Leave of this kind can only be granted twice during the   
whole period of service, and it cannot be combined with any other   
description of leave.

#### Welfare leave.

Leave to the extent of one calendar month for every eleven   
calendar months of duty may be granted by the General Manager   
or other Chief Official of the Railway Administration, provided   
it involves no extra expense or inconvenience to the administra-   
tion.

Should leave of this kind not be taken during a period of   
twenty-two months, two months may be granted, and should the   
period without leave extend to thirty-three months, three months   
leave may be granted.

For intermediate periods between eleven months and thirty-   
three months on duty the same principle may be applied, one   
day's leave for eleven days' duty.

No leave of this kind in excess of three months can be   
accumulated.

No leave of this kind can be taken until eleven months have   
been spent continuously on duty.

The allowance which may be granted for this description of   
leave is full salary of the substantive post held at the time   
of taking leave.

Should leave of this kind be due to an official at the   
time of taking leave on medical certificate, furlough, or   
private affairs, he will be granted full salary for such periods

of leave up to three months corresponds with the privileges in use here.

General conditions.

No official of the Railway while on leave is allowed to take up any temporary service in the tropics.

An official on furlough, leave on medical certificate, or urgent private affairs in the United Kingdom, must obtain the permission of the Secretary of State for Foreign Affairs before returning to duty in Africa.

The Secretary of State may grant an official leave to return by a particular steamer, in which the leave expires on the arrival of the vessel at Zilindini.

Leave under the heads (a), (b), (c), counts from the date the official leaves the coast.

An official overstaying leave up to two weeks will forfeit all allowance during such overstay.

An official overstaying leave beyond two weeks will forfeit his appointment, and all rights and privileges pertaining to it; but should the Manager be satisfied that the default of the absentee is due to circumstances beyond his own control, the Manager may exempt him from loss of appointment, but not from the loss of allowance during the overstay.

Leave in Africa of any kind commences from the date of an official making over duties, and terminates on his actual resumption of his duties.

Leave out of Africa commences on departure from the date of arrival at Zilindini or Kismayu.

All applications for leave must be made officially to the General Manager, through the Head of the Department to which the applicant belongs, on the prescribed form.

Rules applicable to open line officials who are natives of Africa

Officials of this kind are only entitled, when they can be

as ordered, to the holidays recognized by the Government, either  
at the locality in which they are stationed.

Heads of Departments are empowered to grant short periods  
of leave, not exceeding one month in twelve, on full pay or  
less, to such of the subordinate servants of this description  
of their respective Departments, as A can be conveniently  
spared without detriment to the public service, and on the  
understanding that no extra expense is occasioned to the public  
service.

All applications for leave on full pay or less, in excess  
of one month, are to be submitted, as the responsibility rests by the  
Heads of Departments for the approval of the Manager. The public  
service is not to be subject to any extra expense on account of  
such absence. Cases of leave without pay may be dealt with by  
Heads of Departments.

Cases of absence on account of duty as stated elsewhere of  
Officers can be dealt with at the discretion of the Head of the  
Department in which the applicant is employed, or the  
Principal or Governor similar leave to employees on a other class.

Travelling Allowance Rules:-

An officer who shall from headquarters on duty at night  
will, if he draw a salary of Rs. 25. or upwards per mensem, be  
entitled to an allowance of 5 rupees for each night of absence.  
If he draw a salary of less than Rs. 25. (Twenty five) per mensem,  
he will be entitled to an allowance of 4rs. for every Rs rupees  
of his salary for each night of absence.

Bills for travelling allowance will be submitted monthly  
on authorized forms, and require the signature and  
-signature of the Railway District Officer, or Head of Department  
or Deputy Manager under whose orders he is serving, and of the  
Manager.

Acting Allowance Rules:-

Acting allowances are to be granted in the case of an officer  
acting

acting for another who is absent on leave carrying full salary.

In the case of an officer appointed parent for another of a higher class absent on leave, not carrying full salary, it will be equivalent for the purposes of promotion to the salary of the officer acting for the absent officer.

Provided that the total salary of the officer acting, when increased by the acting allowance, shall not exceed the minimum salary of the class to which the officer on leave belongs.

Provided also that the acting allowance granted shall not exceed the amount deducted from the salary of the absent officer.

AGREEMENT made the Twenty third day of August, One thousand eight hundred and ninety eight, between Her Majesty's Secretary of State for Foreign Affairs (herein after called "the Secretary of State"), acting through the Uganda Railway Committee (hereinafter called "the Committee") of the one part, and JOHN WILLIAM SPENCER, in the county of \_\_\_\_\_ of the other part.

WHEREBY it is agreed by and between the parties hereto as follows:-

1. The said JOHN WILLIAM SPENCER (hereinafter called "the person engaged"), is hereby selected for appointment as Assistant Traffic Superintendent in connection with the construction of the proposed Railway in British East Africa, or the construction of any other works in connection with the projected Railway or otherwise in British East Africa, upon the terms and conditions hereinafter set forth.

2. The person engaged shall proceed to Mombasa when directed by the Committee, through the Managing Member, there to perform the duties of Assistant Traffic Superintendent for three years, or such period as may be necessary for the completion of the Railway or other works, the Secretary of State providing him with a free passage, first class, and (subject to clause 11) back again to England on the expiration of the Agreement, provided he leaves for England within a period of two months from the date of such expiration.

3. The duties of the person engaged shall include all work connected with the Railway, or the construction or operation of other works, as well as any other suitable duties which the Secretary of State, through the Chief Engineer shall call upon him to perform.

4. The person engaged shall, on arrival in Mombasa, and during the time he shall continue in the service of the Secretary of State, reside in such place and observe such hours in such manner as the Chief Engineer shall direct, and he shall



free passage, first class, to England; provided that such return be claimed within two months; but if he shall resign his appointment from other cause before the expiration of three years he shall refund to the Secretary of State, or to the Committee, the amount paid for his passage to Lombardy, and shall not be entitled to a return passage to England.

11. If the person engaged shall at any time neglect or refuse, or from any cause arising out of his own default (illness excepted, as provided in clause 10.) become unable to conform or comply with all or any of the aforesaid provisions of this Agreement, or any of the aforesaid requisites of him, or all or any of the orders of the Secretary of State, through the Chief Engineer, or shall correspond, verbally or otherwise, directly or indirectly, in or about the affairs of Her Majesty's Government, while any period not in the employment of Her Majesty's Government, or shall publish, directly or indirectly, any document or information of any kind affecting Her Majesty's Government, or shall in any manner misconduct himself, of which the Chief Engineer shall be the judge exclusively, it shall be competent for the Secretary of State to declare his appointment null and void, and he shall be forthwith dismissed by the Secretary of State, and all rights, benefits, and advantages reserved to him by this Agreement shall cease, and he shall be liable to be called upon to repay the amount paid for his passage to Lombardy.

12. In the event of the Secretary of State becoming desirous of determining the engagement of the person engaged at any time, he shall be at liberty to do so on giving him three months' notice in writing (through the Chief Engineer), determinable at any period of the year, or by the Secretary of State paying him three months' net salary in lieu of notice, and, in either case, providing

him

... British East Africa, ... shall be pro-

... office ...

... shall be pro-

... shall be pro-

... shall be pro-

... shall be pro-

... shall be pro-

... shall be pro-

... shall be pro-

... shall be pro-

... shall be pro-

... shall be pro-

favour.

The Members of the Committee shall not be in any way personally liable for anything arising out of this Agreement.

As witness our Hands this day and year above written.

Signed on behalf of the Secretary of State, by

(S/d) FRANCIS BRETTE,

Chairman of the Committee, as aforesaid, in presence

of (S/d) C. STRATHY,

Signed, on behalf of Secretary of State, by

(S/d) F. L. O'CALLAGHAN

Managing Member of the Committee, as aforesaid, in presence

of (S/d) H. W. BENNETT.

Signed by J. W. SWELLEN.

presence of:-

Name. A. E. CRICKSHAW.

Address. Kilindini.

Occupation. Traffic Manager.