

EAST AFR. PROT
W. AFRICA
PATRONAGE

No

C O
41502

13 APR 08

Name of Individual

(Subject)

Date 1908

1908

Return to Prot

Address

Date of Birth

1908

Advises that he has not finally decided to
renew with General Insurance Corp. asks
to early discharge & his application for transfer to
W. Africa

Mr. Hixley

(Minutes.)

Mr. Reed

Considering that Mr.
Morton is under contract to
return to help with this letter
rather cool

P.A. 35071

It seems to me that we are in
a difficult position, if he
breaks his contract to return we
are practically powerless, while
we are bound by it unless he
quits the job. It should be
I should like to stop his leave
salary, but in good conscience
the terms of his agreement

1908

which was made locally, and I
may be entitled to it unconditionally
= On the whole although it may not
be worth while actually to sue him
(as we shall probably get nothing)
I should prefer to this by insisting
that the reasonable agreement
be taken to be broken and that
if he fails to do so he will be
liable to the usual penalties
for breach of contract.

18/11

And could we add that in the
event of the payment of his lease
order will be suspended so
that we shall have something
for which to recover damages &
costs of arrears etc.

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depends upon the terms of the agreement which the lease was granted and which the Agreement of 9 Sept 08 (to be approved) (see clause 1) must be taken for its purpose to read...

But if the CA could legally have been to go on, say, on 1st December and he refused, his request would be dismissed under clause 9 of the 9 Sept 08 Agreement, whilst as hypothesis if he had no reason to leave, his ~~request would be dismissed~~ under the original agreement could be stopped.

The legal position is, therefore, uncertain as it depends upon the terms of the original agreement which is not before us.

surely
missed
you

I think we must try to obtain from him some clear indication of his intention to "break" his agreement before taking such a drastic course as obtaining his lease order. Is he able to take an immediate Decision as to his request for transfer, and as a result that it will be in the meantime, inform him to that effect in general terms (though doubt only with a particular transfer what he wishes for & some reference) and will have to state whether he intends to seek out his agreement to which he is bound, remaining him as at it in the meantime.

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C O
41502New Town Chambers,
80, Old Town Street,
Plymouth,
11th. November, 1908.

13 NOV 08

Sir,

With reference to despatch No. 40287/1908 of the 10th. instant, I have the honour to inform you that I have not finally decided to remain with the General Assurance Corporation, and a reference to your records will reveal the fact that I have applied for permission to transfer to the West Coast of Africa.

In connection with this application, may I respectfully request that the decision of H.M.'s Secretary of State be conveyed to me at an early date.

I have the honour to be,

Sir,

Your most obedient,

Trustful Servant.

Herbert Morrison

The Under Secretary of State,
Colonial Office,
London, S.W.

1917
1918
1919
1920

I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the above mentioned matter. I have the honor to advise you that the same has been forwarded to the proper authorities for their consideration. I am, Sir, very respectfully,
Yours truly,
[Signature]

I am, Sir, very respectfully,
Yours truly,
[Signature]

Respectfully,
[Signature]