

EAST AFR. PROT.

19282

No. 19282

REC. 30 JUN 06

199

1906

26 Apr

per paper

5 wks

52 1/2

(Subject)

P. B. Richards
2nd Class S.S. "Juba"

Call attention to ambiguous nature of agreement between him & Chels & recommend him for leave as provided in Subordinate Staff Regulations & his absorption into permanent establishment. Request to tell upky.

(Minutes)

Mr Lobb

It is my usual rule, when providing for a man being made permanent after the expiration of a temporary agreement, to arrange that he shall forfeit his right to the return passage at the end of the period for which the agreement lasts.

The reason of this is that in some Colonies leave does not carry free passages, & even where it does, it may be inconvenient on the part of the man to keep the man on for a time before taking him proceed on leave.

There was no "intention" in Mr Richards' present that he should stay

per paper

19001

... other period, has
... taken on the permanent staff
... agreement announced that he will be
... different voting ... his right
... expires becomes interrupted,
... though he may still be ...
... part ... of so desired

1941

Mr. [Name]

... ambiguity referred to by the Commission, I
... think. If the ... now ... on the
... staff has 3,000 ... would
... to
... a five ...

~~...~~
The ... of ...
... been ... as the
... proposal that ... should
... of them ...

But ... may ...
I prefer a series of
... whose service is not
... to a single ...
... but ... of the Commission ...
... that ...
... of this ... to the
... ask for ...
... for an early
reply.

Yours ...

C.O. 19282
MAY 30 AM '06

Commissioner's Office,

Nairobi.

584

APR 11 1906

WEST AFRICA PROTECTORATE.

I have the honour to transmit herewith a copy of an agreement made between the Crown Agents for the Colonies and Mr. Richards, the 2nd Engineer of the ship "Juba", and to invite your Lordship's attention to the somewhat ambiguous nature of its contents.

The agreement is for a period of two years with the option of extension for a further period of one year and a right to a free second class passage home at the end of this time. The third year of Mr. Richards' agreement expired in June and he is anxious to be employed on the permanent staff of the Protectorate. Clause 12, however, of his agreement provides

that

Secretary of State,

for the Colonies,

Downing Street,

LONDON, E.W.

19282

Commissioner's Office,

1911 30 11 06

Bairubi,

524

ADVISOR 3000 11 1908.

AFRICA PROTECTORATE.

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W. 1111.

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Pr. Secy. Secretary of State

for the Colonies,

Downing Street,

LONDON, E.W.

and in the event of his permanent employment he shall forfeit the right to passage to England although his service under agreement will count towards pension.

It is further noted that it was intimated that Mr. Richards would be on leave for a period of five and a half years.

It is to be noted that it would be the case were he now to accept permanent employment. I need scarcely point out that the climate of the tropics is a tropical country is not congenial to his health and consequently to the extent to which he is expected to perform.

Mr. Richards has been a member of the permanent staff since his first posting to Protectorate service he would have been entitled under the original Subordinate Staff Regulations to obtain medical leave after three years service and a free second class passage to England. In

the order No. 133 of March 26th in which were embodied the new Subordinate Staff Regulations it is recommended that all European employees should be given leave on the same conditions as European Officers, and I would suggest the grant of leave to Mr. Richards on those terms and his

absorption into the permanent Protectorate staff. No greater cost will be incurred than if Mr. Richards were

to leave the service now and return home with the free second class passage, to which he would in that case be entitled, and a successor were appointed whose passage from England would have to be paid by Government, I would urge that it would be far more advantageous to retain Mr. Richards who is recommended by his superior officers than to engage the services of a man new to the work and the country. In the event of your Lordship sanctioning these proposals, I would ask for the favour of a telegraphic reply so that arrangements may be made for obtaining a substitute from Bombay during Mr. Richards' absence on leave.

I have the honour to be,

With the highest respect,

My Lord,

Your Lordship's most obedient,

humble servant,

W. J. ...

19253
file
Reg. 30. 1906

Agreement made the 4th day of May 1903, between the
Undersigned, one of the Crown Agents for the Colonies
of Downing Street, London, in the county of Middle
sex acting for and on behalf of the Government of
the Protectorate of the East Africa (hereinafter
called the Government) of the one part and Percy I
Bradley Richards of 113 Budley Road Grantham in the
county of Lincoln of the other part.

Whereby it is agreed by and between the parties heret
as follows:-

1. The said Percy Bradley Richards (herein
after called the person engaged) is hereby selected
for the appointment as second engineer of the
steam ship "Juba" in the Protectorate of East Africa
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 duties of a second engineer
of the steamship " Juba " for the period of two
years commencing from the date of arrival in the
Protectorate but this period may be extended as
provided

199. Apr 26th 1906. 537

REC D.
1925
REG 30-101-08

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provided

provided for in clause 12.

3. The duties of the person engaged shall include the usual duties of a second engineer of a steamship as well as any other suitable duties which the Government may call upon him to perform whether afloat or ashore and in any part of the Protectorate that the Government may direct.

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 shall direct and he shall not either directly or indirectly engaged 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 person engaged shall be paid a salary at the rate of Rupees 200 per mensem. He shall also throughout his engagement be paid a messing allowance

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5. The person engaged shall be paid a salary at the rate of Rupees 200 per mensem. He shall also throughout his engagement be paid a messing allowance

of Rs 70 per mensem. Full salary will commence from the date of his arrival in the Protectorate. Half pay will only be allowed during the voyage out and home. He shall also be paid reasonable travelling expenses when employed away from head quarters.

6. The Government shall provide the person ~~now~~ engaged with a free passage second class to the Protectorate (including railway fare third class to port of embarkation) and on the due and satisfactory termination of this agreement back again to England including railway fare third class to destination.

7. In the event of the Government becoming desirous of determining the engagement of the person engaged at any time during the currency of this agreement it shall be at liberty to do so on giving him three months notice (signed by any duly authorized ^{officer} ~~person~~) determinable at any period of the year or on the Government, paying him three months salary in lieu of notice and in either case providing him with a free passage second class by a steamer to England with railway fare third class to destination.

The Government shall also provide him with a similar free passage home in the event of his being under the necessity from illness of relinquishing his appointment and returning home provided that it shall be satisfactorily established that such ~~XXXXX~~ necessity exists and that it is not occasioned by any misconduct on his part and upon his producing a certificate from the proper Officer of the Government to that effect but if the person engaged shall at any time during his engagement resign his appointment from any other cause than illness (not caused by his own misconduct) he shall refund to the Government or to the Crown Agents for the Colonies the cost of his passage to the Protectorate.

8 It shall also be competent to the Government or to the Secretary of State to terminate the employment of the person engaged if any time it shall be certified by the ^{Medical} Chief Officer or other duly qualified Medical Officer employed by the Government that he is incapable on physical grounds of rendering further efficient service in the Protectorate and in such

case

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case he shall be provided with a free passage second class to England with Railway fare third class to destination but shall have no other claim upon the Government.

9 If the person engaged shall at any time neglect or refuse or from any cause (illness excepted as provided in clause 7) become unable to confirm or comply with all or any of the clauses of this agreement or of the orders of the Government or their officers or to perform any of the duties required of him or shall correspond verbally or otherwise directly or indirectly in or about the affairs of the Government with 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 it 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, benefits and advantages reserved to him by his agreement shall cease and he shall

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shall,

shall be liable to be called upon to repay the amount paid for his passage to the Protectorate.

10. In the event of any pecuniary damage arising from dis-regard or non-compliance by the person engaged of any 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 the amount of which shall be fixed by the Administrator of the Protectorate subject to the approval of the Secretary of the State .

11. If at any time during the period of service the person engaged shall by indulgence in stimulants, incapacitate himself for the performance of his duties or any of them or any part thereof his salary shall become and be liable to reduction to such extent not exceeding one half thereof and for such period as the Administrator shall determine subject to the approval of the Secretary of State.

12. On the expiration of this agreement the Government shall have the option of extending the appointment for a further period of one year after

which extension the Government shall decide whether it will offer him further temporary employment or place him on the fixed establishment with the Regulation privileges as regards leave of absence and retiring allowance on his quitting the Public service. In the former case the re-engagement will be on such terms and for such period as may be mutually agreed. In the latter case the person engaged will forfeit his right to a return passage to England but his previous service under this agreement will count towards pension.

13. 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.

14. In the event of the person engaged becoming entitled on the expiration of this agreement to any payment in England on account of salary return passage allowance or other expenses it will be necessary for

which extension the Government shall decide whether it will offer him further temporary employment or place him on the fixed establishment with the Regulation privileges as regards leave of absence and retiring allowance on his quitting the Public service. In the former case the re-engagement will be on such terms and for such period as may be mutually agreed. In the latter case the person engaged will forfeit his right to a return passage to England but his previous service under this agreement will count towards pension.

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14. In the event of the person engaged becoming entitled on the expiration of this agreement to any payment in England on account of salary return passage allowance or other expenses it will be necessary for him

him to produce to the Crown Agents a certificate from the Government of the amount so due before payment will be effected.

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

As witness our hands this day and year above written.

by
William Hepworth Mercer
of the Crown Agents for the Colonies) as aforesaid in the presence of

P. Barron
Downing Street S.W.

by
Harvey Bradley Richards
In the presence of
Address 116, Dudley Road, Grantham
Occupation, House Agent.

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Name
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Occupation, House Agent.

Comms
- 19252
EAT

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DRAFT. Training
Secretary
Treasury.

Ans'd 22001

1925

8 June 1926

MINUTE.

- Mr. Ladd
- Mr. Reed
- Mr. Antrobny
- Mr. Cox.
- Mr. Lucas.
- Mr. Graham.
- Sir M. Ommanney
- Mr. Churchill
- The Earl of Edgmont

1925/6/1

Sir,

I am in reply to your letter to Treasury to be laid before the Comms of the House of Commons of the 1st inst., the enclosure is a copy of a report which he has read for the Comms of the EAT.

recommends that Mr. T. B. Richards, employed under an agreement with the C.A. for the total of a 25% of the 1st July - the Marine Dept. of the EAT, should be absorbed into the permanent staff with expectation of his future of temporary service.

T

1925/6/1

2. The views of the
~~Major~~ reasons given
in para 4 of the
Commis supp, L&E
concern - the view
that it would be
desirable to retain
the services of Mr
Bucknall permanently,
and to - to request
that the Lords may
be moved to
give their favorable
opinion to the Commission
proposed

3. Lord St. - will be
glad to receive an
early reply to the
subject to this letter.

Yours
(St.) R L A