

**CONTINUED FROM
PREVIOUS
FILM**

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PUBLIC

RECORD

OFFICE

**THE WRITING IN THIS
VOLUME IS TOO CLOSELY
BOUND INTO THE VOLUME
TO REPRODUCE IN ENTIRETY**

7/S.A.145.

ALL COMMUNICATIONS
BE ADDRESSED TO THE
AGENTS FOR THE COLONIES,
ABOVE REFERENCE AND THE
THIS LETTER BEING QUOTED.

ADD. "CROWN, LONDON"

249
39970
REC
10 DEC 09

RECEIVED
10 DEC 1909
COL OFFICE

WHITEHALL GARDENS,
LONDON, S.W.

9th. December, 1909.

Sir,

With reference to your letter No. 33105/1908

of the 17th. of September 1908 instructing us to engage

Sergeant N. E. Neilan as a Warder in the Lunatic Asylum

at Nairobi and enclosing a draft of the agreement on

which he was to be engaged, I have the honour to transmit

for the consideration of the Secretary of State a copy

of a letter which we have received from the Protectorate

Government and of our reply thereto.

I have the honour to be,

Sir,

Your obedient Servant,

for Crown Agents.

Secretary of State,

&c. &c.

Colonial Office.

30870

REC 10 DEC 09

The Treasurer, East Africa, to Crown Agents.

250

No. 279/435.

The Treasury,

Nairobi, 28th. October 1909.

Gentlemen,

I am directed by His Excellency the Governor to refer to the agreement dated 11th. October 1908, between yourselves and Mr. N. B. Nailan, Lunatic Asylum Warden, in the East Africa Protectorate.

2. A clause (No. 7) has been inserted in this agreement by which Mr. Nailan is entitled to house allowance at the rate of £20.0.0 per annum.

3. In Mr. Nailan's case it is imperative that he should occupy special quarters, at the Asylum and provision for the erection of these quarters was included in the current year's estimates.

4. Mr. Nailan, however, contends that he is entitled to the house allowance provided in his agreement whether he occupies Government Quarters or not.

5. I am accordingly directed to request that in future agreements the insertion of any provision for house allowance shall be qualified by the addition of some such clause as - "when not assigned free Government Quarters".

6. It would perhaps be better in all cases to adhere to the ordinary practice of stating that the officer will be entitled to free Government Quarters or an allowance in lieu thereof.

I have, &c.,

(Sgd.) O. C. Bowring

Treasurer

39970
DEC 10 DEC 09

9th. December,

Sir,

I have the honour to acknowledge the receipt of your letter Crown No.279/435 regarding the agreement entered into between Mr. N. B. Weilan, on his appointment as Lunatic Asylum Warden and our selves on behalf of the Protectorate Government, and with reference to Clause 7 dealing with house allowance I have to inform you that the provision of this allowance was inserted in the agreement in accordance with the instructions of the Secretary of State.

2. A copy of the standard of agreement (Classes 1 and 2) as approved by the Secretary of State and now in force is enclosed for your information and I beg to draw your attention to the wording of the quarters clause (Clause 4 of the Schedule).

I have the honour to be,

Sir,

Your obedient Servant,

for Crown Agents

Treasurer,
East Africa,
Nairobi.

CAF 89970

Sub

252

16

S. J.

DRAFT.

CA

21 Dec 1909

MINUTE.

Gentlemen,

Mr. Parkin

Mr. Beetham

Mr. Fiddes

Mr. Just

Mr. Cox

Sir C. Lucas

Sir F. Hopwood

Col. Seely

Lord Crew

Indicated by the Earl of...
Under the receipt of your

letter M
3367/SA. 145 of the

9th of December to the

copy of a letter from
the RA for in the subject

of Sergeant N.B. McLean's
Houseallowance.

As the reference
2. It is Ascered

that clause 7 of Sergeant

copy before...
H

41.7.1909

Wickham's agreement speaks
definitely of a
"house allowance"
from which it was
clearly ~~that~~ ^{that he should}
not intended to
draw the allowance
if quarters were
provided.

3. If ~~then~~ and
when ~~of~~ Sergeant Wickham
is re-engaged, ~~as~~
the difficulty will
not recur, as
the new agreement
forms provide
for quarters or
such an allowance
in lieu thereof as
the Jnt. shall
consider equitable.

A copy of this
letter has been sent
to the Jnt. of the Sub.
for his info. 253

(Signed) G. Y. FIDDES.

Wesley's agreement stands
to a
repeal of ~~it~~

"house allowance"
from which it is

clearly ~~that~~ ~~the~~ ~~is~~
not intended ~~to~~
draw ~~the~~ allowance

if quarters were
provided.

3. If ~~Wesley~~ and

whereof Sergeant Wesley

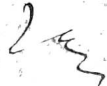
is re-engaged, ~~as~~
the difficulty will
not arise, as

the new agreement
forms provide

for quarters or
such an allowance
in lieu thereof as
the Govt. shall

consider equitable
&

4. A copy of this
letter has been sent
to the Govt. of the East
for his info. 253



(Signed) G. V. FIDDES.

Weldon's agreement ~~stands~~
to a
definitely of a

"house allowance"
from which it was
clearly ~~that~~ ~~the co~~
not intended ~~to~~ ~~draw~~ ~~the~~ ~~allowance~~
if quarters were
provided.

3. If ~~Weldon~~ and
when ~~of~~ Sergeant Weldon
is re-employed, ~~as~~
the difficulty will
not recur, ~~as~~
the new agreement
forms provide
for quarters or
such an allowance
in lieu thereof as
the Govt. shall
consider equitable.

4. A copy of this
letter has been sent
to the Govt. of the Sub
for his info. 253

(Signed) G. Y. FIDDES.