

EAST AFR PROT

59150

C. O.
59150
REC'D
PROT 24 DEC 1915

Gov
Belfield 806

Re-engagement of Uganda Rly. Staff.

1915

23 Nov

This copy in enclosure from Gov manager with whose remarks Gov agrees. Explains that agreements 'A' are used by C.A. & agreement 'B' for local appls. All agreements should include a ^{mandatory} clause for service on Busoga Rly, ^{including} Kampala-Port Bell Rly & Uganda Rly.

Last previous Paper.

44999

to
Mr Bottomley

30.11.15
C.O. 388 - copy above sent to Gov 17 Nov 15

We were about to propose to the Governor (C.O. 50664/14) that railway and non-railway agreements should be as far as possible assimilated both in substance and form, when his despatch 5850/15 arrived with the General Manager's proposals as to the re-engagement of all railway officials locally instead of by the Crown Agents. This complicated the question by introducing four more forms of agreement, viz. original local engagements of 1st and 2nd Class officials, and the corresponding re-engagement forms. The question of assimilating the C.A.'s agreements was therefore suspended while we replied to the G.M.'s proposals. We

Next subsequent Paper.

450
3214
10-1

said

(a) that case, when they came to this country and were re-engaged by the C.A., the same new right would be created. This question has not been answered, and we must point this out.

We also asked for specimens of the forms of agreement which it was proposed to employ; and we drew attention to certain points calling for special consideration. With all the forms before us it is possible to see whether the local forms of agreement are satisfactory, or capable of being made so. (It should be noticed that the lettering of the enclosed forms has been badly confused, the C.A. 2 Cl. agr^{ts} has been marked "A" which was to mean 1 Cl., and the local 2 Cl. agr^{ts} have been marked "B" which was to be the sign of local 1 Cl. agr^{ts}. Further, the specimen of the C.A. 1 Cl. agr^{ts} is in reality a special form constructed for a few individual cases (see C.A. minute attached) while that of the C.A. 2 Cl. agr^{ts} is out of date, as it does not include the features of the latest revision (see 42792/14 & 50664/14).

As regards the points to which we called attention, the G.M.'s replies are mostly satisfactory.

(a) Our first point was that the application of the ordinary leave rules to railway subordinates renders a variable tour (20-30 months) necessary. The G.M. replies that "The conditions of service as laid down in the Leave Rules govern this" I don't quite see what he means. The Leave Rules are now the same for R.T. men as for others, except that, in the case of R.T. men, no leave can be earned by service in excess of 30 months. ^{These rules} ~~They cannot~~ be said to govern the length of a tour; indeed, the exact converse is true, that the length of the tour governs the amount of leave. In fact, they do not apply at all, unless the tour is variable, as otherwise a subordinate can never be granted anything but 90 (or 75) days leave.

I think the G.M. has missed the point, and we must revert to it.

(b) Secondly, we pointed out that the C.A. agreement sets forth the conditions on which return leave salary is issued;

ly

to sick leave. Mr Eastwood replies that this is so.

Apart from the first point, there is no reason why, seeing that the other important points will not except recognition by the local authorities, a satisfactory form of local agreement should not be constructed. Indeed, if these four points are observed, the local agreements will (when modified in certain necessary respects) be almost identical with the C.A. forms. Now that we have all the forms before us, this similarity is apparent. Take, for instance, the features which the G.M. in his letter in 5850/15, described as the most marked differences: it will be seen that they are insignificant or non-existent.

(1) Term of Service. The G.M. said that the C.A. agr.^t provides for a definite term of service (30 months), subject to determination by either party thereto on giving 3 months' notice or paying 1 month's salary, and for provision by the Gov.^t (if determining the agr.^t) of a return passage

passage to England; whereas the local agr.^t provides for 1 month's notice "on an indefinite term of service" and no passage to England; the term of service (he says) is "to be permanent". But (a) we propose to introduce the 20-30 months' term in C.A. agr.^t; (b) the local agr.^t does not provide for an "indefinite term of service", but for some agreed period of years, and the theory of its "permanency" is groundless; and (c) the local agr.^t, not being designed for people who live habitually in England, & while not providing for a passage to this country does provide for a return passage to the "place of enlistment", and, in intention, is therefore the same in this respect as the C.A.'s form.

(2) "The C.A. agr.^t provides for railway fares to the port of embarkation and for a corresponding privilege on return, whereas the local agr.^t provides only a pass on the U.G. R.J." But (a) the G.M. is wrong as to the fares being paid on return; they are not; and only 2 Cl. men get any fares to the port of embarkation. And (b) surely men engaged from India or S.A. are provided with passages to E.A.P.?

(1) The G.M.'s third "point of difference" was that in C.A. agr^s increments of salary are fixed, but are not on local agr^s. I don't think this is correct. All the agr^s say expressly that increments will be granted only on approved service. In fact, in the recent case of Mr. Clarke (File 4505), the G.M. himself wrote as follows (§ 14 of his letter enclosed in 9): -
 "Increments are not granted as a matter of course, and there is no reason why an employee should receive the maximum of the salary of his grade during the first 30 months' or 3 years' service" (Mr. Clarke was serving on a C.A. 2 Cl agr^s)
 So there is no difference in this respect.

(2) "In case of ill health the C.A. agr^s provides for a passage home, but the local agr^s does not." This, as indicated above, has now been put right, and the locally engaged man will always be given a passage to his home in a temperate climate when he falls seriously ill.

(3) Determination of Engagement The G.M. said that the C.A. agr^s provides for 3 months' notice from an official (when in the Post) and for a refund of the cost of his passage out; whereas the locally engaged

engaged man has to give only 1 month's notice "and his liability then ceases". Now, as regards the number of months' notice, this is right enough, but surely the 3 months is the better provision, as it tends to strengthen the hold of the Gov^t on the official, which is what the R.F. authorities want. But the statement that, after giving 1 month's notice, the locally engaged man's liability ceases is wrong; he has to repay his 'joining expenses' just as much as the C.A. man.

(4) Re-engagement. The G.M. says that the C.A. agr^s requires a man to give notice of his desire for re-engagement "after 33 months' service", but that a locally engaged man is ordinarily regarded as permanent. The false idea of the locally engaged man's "permanency" has already been exploded. As regards the "33 months' service", I think the G.M. is wrong again; the C.A. agr^s says that a man shall give notice of his desire for re-engagement "three months prior to the expiration of the agr^s", and as the agr^s (2 Cl) is at present for 30 months' service, this surely means after 27 months' service.

It will be seen, therefore, that the "points of difference" mentioned by the G.M.

G.M. are either not differences at all in the intention of the agreements, or appear to be so only because of misconceptions as to the provisions of the various forms. As a matter of fact, there are differences.

(the chief of which I have briefly tabulated), and the local forms need considerable revision. Thus, as regards quarters, the local form says that the person engaged agrees "that I be provided with such free accommodation for myself as may be provided for me by the G.M."; that seems very badly expressed.

Other conspicuous points, I think, are that the leave rules are not set out; nothing is said as to passages to E.A.P. for people engaged in S Africa or India, and no clear provision for return passages is made beyond a reference to passages "according to the rules in force"; and no provision exists for invaliding. (In the last respect our own forms are in need of revision.)

These points could be put right; and it would then be clear that the G.M. was exaggerating when he said (in 5850/15), as an argument for re-engaging all subordinates locally, that men engaged by C.A. serve on entirely different conditions from locally engaged men.

(attached marked "A")

men. In fact, we come back to our original position that the question of the creation of the new right to a return passage is the only important point. And I think the importance of this is perhaps unduly magnified, since the grant of a passage to the country to a locally engaged person is not uncommon in most of the Deps. e.g. Miss Parker of the Postal Dep^t was recently given a passage, and other female postal clerks before her; P.W.D. men sometimes get them; and quite lately the locally engaged accounts clerk, Mr. Ruseley, was given one.

In any case, I think it would be desirable to have the local forms revised and brought into line with the C.A. forms. When this is done, the conditions of service would be very nearly identical. As it is, indeed, it makes no difference at all, as regards the conditions of service, whether a man originally engaged by the C.A. is re-engaged locally or in this country. This was lately indicated in the case of Mr. Briers; he was re-engaged locally, & wondered whether he would continue to serve on the old terms; we enquired, & were told by the Govt (deop. N^o 901 of 28 Dec. '15 on File 4684) that

* that his "local agreement ensured to him all the privileges & benefits of his original agreement with the C.A." The being so, it seems quite unnecessary to introduce a different local form.

("Entia non multiplicanda sine necessitate")

And I don't see that a man who signs a local re-engagement form is under any greater obligation to re-join, it would be very difficult to refuse to allow him to determine his agreement while on leave, especially in view of section 10 (3) of the original agr^t (C.A. 2 Cl.) which provides that he may always resign on leave on giving written notice to the C.A. It is clear that the local forms are really pertinent only to the case of persons originally engaged either in C.A. B. or locally from S. Afr., India, & elsewhere.

The difficulty about revising the local forms is that they should as far as possible follow the C.A. form; and this form has yet to be revised, in its turn, to bring it as far as possible into line with the non-railway form. It would seem desirable to proceed with this as latter assimilation, and then to draw up, for local

local consdn, a revised form of agreement for local engagements. I have made out comparative statements of C.A. & local ag^{ts}, as at present in use, and also a statement of the provisions of C.A. non-railway & railway forms respectively, which may assist the revision.

But I think we might tell the C.A. at once about engagements for the Busoga R.F. (including Mairie) & Kampala-Por Bell R.F. The P.M. says (§ 3) that such engagements should be made on behalf of the Govt for the E.A.P., and a clause should be inserted stating that the person engaged is liable to serve on either system.

And I should be inclined to send a reply to this despatch ^{saying} ~~explaining~~ that the matter is under consdn, and that it is thought desirable that the local form should be revised as far as possible in accordance with the C.A. form, explaining that we propose to assimilate the C.A. + of non-railway forms, & that therefore the revision of the local forms must wait; and we shd explain as to (a) - page 3 of this minute and

attached
marked B

attached
marked C

* 200 only
(see C.A. minute)

It is now nearly 6 months old, and I must apologize for having kept the paper long, but the matter while other had interests attached is probably the least urgent of all which we have to deal. (Planning I wish 'absent though' unless provided in delay)

and ask for an answer to our question at (b) - page 4. And I should propose to say that it is clear that a man originally engaged by the C.A. continues to serve on the terms of his original agr^t whether he is re-engaged locally or by the C.A. while on leave, and that it therefore seems better, ~~that~~ in order to prevent uncertainty in his mind as to the terms of his service and to avoid the introduction of more than one form of agr^t in the case of the same individuals, that an official originally engaged by C.A. shd be re-engaged by them, unless in some special cases local re-engagement were for particular reasons, desirable.

A.C. ¹⁵ 15/5/16

Mr. Read

Mr. Cooke has taken a great deal of trouble over this matter - Mr. Eastwood, I should say, has taken very little.

My own view is that we should huddle as little as possible with what is done on the other side, and I would not insist on an approximation to the C.A. forms being used locally; if the local forms are

I agree
H. J. R.

are satisfactory in working that is enough.
Also I would not press for re-engagement
by G.A. We did not in any way insist on
it on 5850/15

56

I Local agreements.

(1) leave The subordinate form (171 A) provides
for service "for the space of - years" and
leave under the rules in force at the end
of the full term of service. This is in direct
conflict with the idea of a variable term
for European subordinates. In these cases
the leave provision might be taken out of
clause (4A) & put in a separate clause

That at the end of the aforesaid term
of service or at such other time as the
Manager may direct I shall be entitled
such leave & pay as I may be
entitled to under the rules in force

(viz. Apr 974 with the 3 years limitation)

The first class form (171) contains no
reference to leave. A clause similar to
that suggested above might go in.

If the G. M. wishes it, we can have a provision

"Provided that if any agreement is
terminated under clause 5 or 7, I shall
not be entitled to any leave or pay
under the operation of this clause.

This would involve a minimum of disturbance
& would open no "doors". Also it covers the
point of return leave salary rise under
the "rules in force" the ordinary return leave
agreement would have to be signed.

(2) Retirement

But the
provision of "rights
& privileges" should
be sufficient.

(2) Re-engagement Form 170 A. is not the 12th class but the "leave to England" form & Co. Simpson was used in Briner's case (file 4684 - a second class man) Form 170 is the non European form, as is shown by the reference to 33 months. I see no objection to either if they work out all right in practice - I refer later to 170 A. as affecting men originally engaged by C.A.

II. Action here

(1) Engagement. We asked for specimens of the forms which it was proposed to employ in the case of original engagements by C.A. they sent us "Copies of the various agreements employed", and as Mr. Cooke points out they have muddled it by choosing a very special class I agreement (was sent out on 12 notes in the first instance) and an obsolete 2nd class form.

I think we must point this out, & send out specimens of:

(1) C.A.'s general class I form

(2) " " Class II form & special Class I railway form,

and ask them to send them back with their definite proposals entered on the forms. We should ~~again~~ take the point into consideration with non-railway forms but say that if goods formed

Mr. H. 2/2

exist for differentiation we should not press the point.

(2) Re-engagement. We asked for a specimen of the form which C.A. should use as to re-engagement when they are asked to re-engage, but none has been sent. We must ask again.

Also I think we should point out that the Briner case shows that the use of 170 A. (local re-engagement) for men originally sent out by C.A. has given rise to suspicion as to the principle of final passage home. Say that the impression is of course unfounded as the "terms and conditions of any original agreement" are definitely continued, but that it may be desirable in these cases to add words to the form which will make the matter clear and prevent unnecessary correspondence.

(3) Buranga Railway Agreements. The question is not categorically answered, but state it that when asked to engage men for service on

Uganda Railway	CA should engage men for the system stated, with liability for service on	} any subsidiary line Buranga RB branch U. R. Mainline U. R. or any subsidiary line
Buranga Railway		
Kumulu Port Bell Rly		
Buranga Rly		

[I prefer "subsidiary line to branch" above that is a breach of continuity]

So instruct C.A. & send copy of description letter to Gov. in a despatch on the other points. W.C.B. 22.5.16

at once
H. 2/2
23/5/16

file 4684
N 28 + 11

Mr. H. 2/2

GOVERNMENT HOUSE,
NAIROBI,
BRITISH EAST AFRICA.

EAST AFRICA PROTECTORATE

No. 808.

C O
59150
REC'D
REG'D 24 DEC 15

November 23rd, 1915.

Sir,

for 5850

*From Genl. Manager
with encls.
15-11-15*

I have the honour to acknowledge the receipt of your predecessor's despatch No. 132 of the 1st of March, respecting the re-engagement of members of the Uganda Railway Staff, and to transmit herewith a copy of a letter with enclosures from the General Manager on the subject.

2. I agree with Mr. Eastwood's remarks.

Put one of the agreements in a new 2nd class

3. I should add that of the enclosed copies of agreements, those marked 'A' are used for the engagement and re-engagement of officers on 1st class appointments by the Crown Agents, and that marked 'B' is similarly used in the case of local appointments.

I have the honour to be,
Sir,
Your humble, obedient servant,

H. Curson, Resident.

GOVERNOR.

THE RIGHT HONOURABLE
ANDREW BONAR LAW, P.C., M.P.,
SECRETARY OF STATE FOR THE COLONIES,
DOWNING STREET, LONDON, S. W.

C O
59150
REC'D
24 DEC 15

52A

2.1/13
447

15 November 1918

To,

The Honourable
The Chief Secretary
To the Government,
N A I R O B I.

Sir,

Re-engagement of Members of
the Uganda Railway Staff.

Your No.9534 dated the 3rd
November 1918.

I have the honor to express regret at the delay that has taken place in answering the Colonial Office despatch of the 1st March, No.132, but the case was held over during the time I was on leave, and press of urgent business has prevented an earlier reply.

2. I forward herewith copies of the various agreements employed, and in connection with the points raised that require special consideration beg to give my opinion

- (a) The conditions of service as laid down in the Leave Rules govern this.
- (b) A special form could be made out to enforce this obligation.
- (c) The expression of opinion expressed by the Secretary of State over rides a great part of my objections, but I am willing that these more favourable terms shall be given in cases governed by reasons of ill-health.
- (d) The reply is in the affirmative.

B.

3. In reply to paragraph 7. The engagements of members of the staff for the Masego Railway, (including the Marine), or of the Kampala Port Bell Railway should be made on behalf of the Government of East Africa, and a clause inserted that they are liable to serve on either system. It would be better to include this clause in all agreements, as the staff on any of our branches is interchangeable.

4. I return your file No. S. 2324 as requested.

2/10/41 not in the book

I have the honor to be,

Sir,

Your obedient servant,

Y/- B. EASTWOOD.

General Manager,
Uganda Railway.

Form used for engagement of Com.
Contract No. 6489/14

1st Class Agreement.

EAST AFRICA PROTECTORATE.

C. O.
59150
REC^d
REC^d 24 DEC 15
One thousand

AGREEMENT made the
day of

nine hundred and BETWEEN the Crown Agents
for the Colonies London acting on behalf of the Government
of the EAST AFRICA PROTECTORATE (hereinafter called the
Government) and

in the County of (hereinafter called the
person engaged)

1. The person engaged agrees to proceed to the
East Africa Protectorate (hereinafter called the Protect-
orate) 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 Person
in the Uganda Railway Department
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 authorised 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 (£) a year.

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 on his
her
presenting

presenting to them a bill drawn upon them by the Government in his favour and endorsed by him.
her her

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 this day of the year above written.

SIGNED by

(on behalf of the Crown Agents
 for the Colonies) in the presence
 of

of the Office of Crown Agents for
 the Colonies

SIGNED by

in the presence of

Name

Address

Occupation

SCHEDULE.

62

Term of Engage-
ment.

1. The engagement of the person engaged is for a tour of continuous residential service, commencing from the date of disembarkation on the African Coast. The person engaged may however at the option of the Governor be detained in the Protectorate after the completion of the tour of service for such further period not exceeding as may be necessary in the interests of the Government.

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. (1) Half salary will be paid during the voyage out and homeward as the satisfactory termination of this agreement. Full salary will begin from the date of disembarkation on the African Coast.

(2) The salary of the person engaged may be liable to deductions under Clauses 9 and 11.

Quarters
travelling and
field allowances.

4. (1) Government quarters free of rent (but not of rates or other similar outgoings) will be provided for single man when such quarters are available. When

such

-2-

such quarters are not available the person engaged will be provided with a tent or other temporary shelter or, in certain cases he will be granted an allowance in lieu of quarters at the discretion of the Government.

(2) When travelling on duty away from his station in the Protectorate the person engaged either shall be provided with transport or shall be paid travelling expenses according to the scales laid down for transport and travelling expenses respectively in the Protectorate.

(3) When the person engaged is employed in survey work he will be paid a local field allowance of three and a half annas (Rs. 3½) a day in lieu of travelling and house allowances.

passages.

5. (1) "Passage" in this agreement means a first 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 on the Continent of Europe where necessary.

(2) The Government shall provide the person engaged with a free passage from England to the Protectorate and subject to clauses 7 and 8 (2) back again to England on the satisfactory termination of this agreement provided that he claims and avails himself of such return passage within two months of such termination.

11. Health

6. (1) 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

service in the Protectorate the Government shall pay him full salary up to but 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.

(2) 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.

Dismissal.

7. 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 6) 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.

Determination
engagement.

8. (1) The Government may at any time determine the engagement of the person engaged on giving 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 ~~xxx~~ two months of such determination. He shall not in either case be entitled to half salary

on the voyage home unless specially granted by the Government.

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

9. In the event of any pecuniary damage arising from a person engaged disregarding or failing to comply with any order standing order or departmental instructions or from any neglect of duty whatsoever on his part, he may be liable to a deduction from his salary to make good the whole or any part thereof; the amount of such deduction shall be fixed by the Head of his Department.

10. In this regard the date of the voyage shall be reckoned as commencing on the day of embarkation of the person engaged and ending on the day previous to the day of disembarkation of the person engaged both days inclusive.

In the case of any outward voyage from England the day of embarkation shall be taken to be the day previous to the date of departure from Marseilles of the steamer by which the person engaged travels and in the case of any voyage to England the day of disembarkation shall be taken to be the day after the day of arrival at Marseilles, of the steamer by which the person engaged travels.

11. 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

-5-

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.

12. In 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.

13. When the person engaged is not in the Protectorate, the Crown Agents for the Colonies when duly authorised by the Government or by the Secretary of State for the Colonies shall be competent ~~xxxix~~ to exercise any of the powers of the Government under this agreement.

powers of
Agents.

"A" 67

2nd Class Agreement.
Revised May 1913.

EAST AFRICA PROTECTORATE.

(Amended
1912/14)

AGREEMENT made the _____ day of _____ one thousand nine hundred and _____ 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 Govern- ment) of the one part and

in the Country of Middlesex of the other part.

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

1. The said hereinafter called the person engaged) is hereby selected for appointment as a _____ in the office of the _____ of the Uganda Railwa- upon the terms and conditions hereinafter set forth.

2. The person engaged shall proceed to East Africa (hereinafter called the Protectorate) when directed by the Crown Agents for the Colonies there to perform the duties of his appointment for the period of _____ commencing from the date of arrival at Mombasa but this period may be extended as provided for in clause 19.

3. The duties of the person engaged shall include the usual duties of the appointment and in addition any other suitable duties which the Government may call upon him to perform.

(2)

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 officer 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 exertion 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 the engagement and subject to clauses 8 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

rising by such increments as may be approved by the Government, to

Increments however are not drawn as of right but only by sanction of the Government and will not be granted except upon the production of a certificate from the head of his Department stating that the person engaged had discharged his duties with diligence and fidelity. Half salary will be paid during the voyage out. Full salary will begin from the date of arrival of the person engaged at Mombasa. In this Agreement the period of any voyage shall be reckoned as commencing on the day of embarkation

and ending on the day previous to the day of disembarkation of the person engaged both days inclusive. In the case of any outward voyage from England the day of embarkation shall be taken to be the day previous to the date of departure from Marseilles of the steamer by which the person engaged travels and in the case of any voyage to England the day of disembarkation shall be taken to be the day after the date of arrival at Marseilles of the steamer by which the person engaged travels.

7. The Government shall provide the person engaged with free quarters and allowance in lieu thereof. "Free quarters" means quarters free of rent but not of rates and similar outgoings. When travelling on duty away from his station in the Protectorate the person engaged shall be provided with transport or shall be paid travelling expenses according to the rules laid down for transport and travelling expenses respectively on the Uganda Railway.

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 on arrival himself of such return passage within two months but he shall have no other claim on the Government. 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

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 of any of the duties required of him or of any of the orders of the Government or their officers 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 and advantages reserved to him by this agreement shall cease and he shall be liable to repay on demand the amount paid for his passage to Mombasa.

10.(1) 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 of such determination of his engagement providing him with a free passage to England provided that he claims and avails himself of such return passage within two months.

(2) 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 and

repaying

repaying the cost of his passage to the Protectorate. He shall not be entitled to a return passage to England.

(3) The person engaged may also while on leave of absence in this country determine his engagement on giving notice in writing to the Crown Agents for the Colonies in which case the determination shall take effect from the date of the expiration of such vacation leave as he may have been granted. He shall however unless he has completed the term of service provided for in this agreement be liable to repay on demand the cost of his passage to the Protectorate on first engagement.

11. In the event of any pecuniary damage arising 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 shall 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 illness 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 or if he should absent himself from his work from any cause whatsoever without leave he shall forfeit his ~~entire~~ salary for the number of days he shall be absent from duty.

13. If the person engaged shall be indulgent in ~~any~~ any ~~stimulant~~ incapacitate himself for the performance of any of his duties his salary shall be liable to reduction to such extent not exceeding one half thereof and for such period as the Head of his Department shall determine.

14. If the person engaged shall commit any breach of this agreement or of any by law regulation or

or instruction or shall in any way misconduct himself the Head of his Department any after such investigation and upon such evidence as he may think fit fine him to any amount not exceeding Five pounds (25).

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 person engaged shall be eligible for leave of absence in accordance with the leave rules in force on the Uganda Railway which are applicable to Railway servants holding positions similar to that held by the person engaged.

17. The person engaged shall be a depositor in the Provident Fund for non-pensioned servants of State Railways in the Protectorate.

18. The Government shall deduct each month from the salary of the person engaged the sum of _____ pounds (£ _____) which amount shall be payable by the Crown Agents for the Colonies in England to _____ the _____ of the person engaged on his presenting to them for acceptance a bill drawn upon them by the Government in his favour and endorsed by him.

19. 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 desired to retain his services he may thereupon be re-engaged on such terms and for such period as may be mutually agreed.

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

21. 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 23rd day of June 1906
written.

SIGNED by

(On behalf of the Crown Agents
for the Colonies as aforesaid in
the presence of.

Whitehall Gardens, S.W.

SIGNED by

in the presence of

Name

Address

Occupation.

UGANDA RAILWAY

74

I _____ proceeding on leave to England hereby agree that on the expiration of such leave I will return to the Protectorate and serve the Uganda Railway Administration under the rules and regulations which may then be in force, and continuing the terms and conditions of my original agreement.

Signature of Employee

The Uganda Railway Administration agree to continue to employ the above signed employee subject to such rules and regulations mentioned above and continuing the terms and conditions of his original agreement.

Signature of Manager

NAIROBI:

Dated _____ 1914

UGANDA RAILWAY.

75

Agreement Form.

I, the undersigned, hereby agree to serve on the Uganda State Railway faithfully and to the best of my ability as _____

for the space of _____ years on the following conditions:—

(1). That I be paid _____ Rupees per mensem from _____

If re-engaging when proceeding on leave — From date of return to duty and pay to cease on my finally being relieved of duty.

(2). That while on duty I receive travelling expenses in accordance with the rules in force from time to time as certified by the Manager.

(3). That I am provided with such free accommodation for myself as may be provided for me by the Manager.

(4). That in the event of my completing the aforesaid full term of service under this agreement, or my services being dispensed with under clause (7), I shall be provided with a free Railway pass to the place of enlistment and shall be granted such leave and passage as I may be entitled to under the rules in force. The return Railway pass must be availed of within two weeks of termination of services.

(5). That for breaches of the Railway rules or discipline, I shall be liable to a fine, or deduction from salary or wages; and that in case of gross misconduct, insobriety, insubordination, or carelessness of which the Manager shall be sole judge, I shall be liable to instant dismissal and forfeit any rights or privileges which I may be entitled to claim under this agreement.

(6). That if through my negligence the Railway Administration sustain any loss, I agree to the amount of such loss being deducted from my salary or any other monies which otherwise would be payable to me by the Railway Administration, and in such case I agree that the Manager be the sole and final Judge and I agree to abide by his decision.

(7). In the event of the Manager at any time desiring to determine this agreement, he shall be at liberty to do so on giving me one month's notice in writing, (determinable at any portion of the year) or paying me one month's salary in lieu of such notice, and, in either case, providing me with a free return Railway pass to the place of my enlistment.

It shall also be competent for me at any time to terminate this engagement by giving the Manager one month's notice in writing of my wish to do so; but in this case I shall be obliged to refund the cost of my joining expenses from the place of my enlistment, and resign any rights or privileges which I may be entitled to claim under this agreement.

(2)

(8). That this agreement is terminable in the event of ill-health, (not brought on by my own misconduct), by the production of a certificate from any duly qualified Medical Officer (appointed by the Secretary of State) that I am unfitted for further service in the country, in which case I shall be provided with a free Railway pass to the place of my enlistment.

(9). That my services are not limited to the work specified above, but that I may be called upon to perform any reasonable duty for which I may be fitted in connection with the Railway.

(10). That the rate of pay per mensem mentioned in this agreement is for the period of my engagement, and that the Manager reserves to himself the right to grant any increment on approved service.

(11). I agree to subscribe to the Provident Fund and also to become a member of the Railway Institute.

Signed by me



Stamp

In the presence of

Dated 191

The Uganda Railway Administration agree to engage the above signed for the period and subject to the terms and conditions above specified.

Signed by the Manager of the Uganda Railway.

"B"

UGANDA RAILWAY.

I hereby agree to continue in the service of the Uganda Railway indefinitely on the terms of my original agreement dated _____ subject however to 3 months notice (or such other condition as is provided in my original agreement) of termination of my services on either side; also that the grant of the return passage to the place of my enlistment on resignation of my services is qualified by the period of service since the date of my last return from leave viz: that I shall be entitled to a full passage on my completing 33 months service and proportionately for any lesser period. I also understand and agree that during the period of my service I shall be subject to all the rules, regulations and conditions of the "General Rules for Open Lines" issued under the East Africa Railways Ordinance, 1910, and published in the Gazette of the 13th November 1910.

Signature of Employee

The Uganda Railway Administration agree to continue to employ the above signed employee on the terms and conditions of the original agreement mentioned, subject to the modifications and additions specified above.

Signature of Manager.

NAIROBI:

Dated 191

Salary is _____
passage to the place of my enlistment.

UGANDA RAILWAY.

Agreement Form.

I, the undersigned, hereby agree to serve on the Uganda State Railway Authority and to the best of my ability as _____

for the space of _____ years on the following conditions:—

(1) That I be paid _____ Rupees per mensem. Pay to begin as follows:—

If engaged in East Africa—^{or Uganda} from date of signing this agreement.

" " " India } $\frac{1}{2}$ pay from date of embarkation to date of arrival at Mombasa. Full pay from date of landing.
or South Africa }

If re-engaging when proceeding on leave } —From date of return to duty.

My pay to cease on my finally being relieved of duty, except if engaged in India or South Africa—as provided for in para. 4 below.

(2) That while on duty I receive travelling expenses in accordance with the rules in force from time to time as certified by the Manager.

(3) That I am provided with such free accommodation for myself as may be provided for me by the Manager.

(4) That in the event of my completing the aforesaid full term of service under this agreement, or my services being dispensed with under clause (7), I shall be provided with a free return passage to the place of enlistment; provided that I avail myself of it within two months after the termination of my services, I shall also receive half pay during the voyage home again. If engaged in East Africa the return railway pass must be availed of within two weeks of termination of services.

(5) That for breaches of the Railway rules or discipline, I shall be liable to a fine, or deduction from salary or wages; and that in case of gross misconduct, insobriety or insubordination, of which the Manager shall be sole judge, I shall be liable to instant dismissal and forfeit any rights or privileges which I may be entitled to claim under this agreement.

(6) That if through my negligence or carelessness the Railway Administration sustain any loss I agree to the amount of such loss being deducted from my salary or any other monies which otherwise would be payable to me by the Railway Administration, and in such case I agree that the Manager be the sole and final Judge and I agree to abide by his decision.

(7) In the event of the Manager at any time desiring to determine this agreement, he shall be at liberty to do so on giving me ^{three} month's notice in writing, (determinable at any portion of the year) or paying me one month's salary in lieu of such notice, and, in either case, providing me with a free return passage to the place of my enlistment.

It shall also be competent for me at any time to terminate this engagement by giving the Manager ^{three}/_{one} month's notice in writing of my wish to do so; but in this case I shall be obliged to refund the cost of my joining expenses from the place of my enlistment, and resign any rights or privileges which I may be entitled to claim under this agreement.

(8) That this agreement is terminable in the event of ill-health (not brought on by my own misconduct), by the production of a certificate from any duly qualified Medical Officer (appointed by the Secretary of State) that I am unfitted for further service in the country, in which case I shall be provided with a free passage to the port from which I embarked on my engagement with the railway.

(9) That my services are not limited to the work specified above, but that I may be called upon to perform any reasonable duty for which I may be fitted in connection with the Railway.

(10) That the rate of pay per mensem mentioned in this agreement is for the period of my engagement, and that the Manager reserves to himself the right to grant any increment on approved service.

(11) I agree to subscribe to the Provident Fund.

Signed by me

Stamp

In the presence of

Dated 191

The Uganda Railway Administration agree to engage the above signee for the period and subject to the terms and conditions above specified.

Signed by the Manager of the Uganda Railway.

*The Cooke
C.O.*

M/B 12

You asked me about the form of agreement signed by 1st. class officials on the Uganda Railway.

We do not engage such men very often and the general rule is that they should sign the ordinary 1st. class East Africa Protectorate agreement (specimen attached). I cannot trace any standing authority for this, but I believe the matter was discussed with Mr. Currie about May 1912 in connection with the case of H. Tuxworth, Assistant Storekeeper. The reference on your letter about this man's agreement is 14201/1912, 13. 5. 1912.

You mentioned that you had received from the East Africa Protectorate a specimen agreement which did not contain any provision for leave. Possibly this is a copy of the agreement drawn up for, W.E. Corrie, D.D. Crawford and A.M. Willats in pursuance of the instructions contained in Colonial Office letter 6459/1914 of 27th February 1914. I attach a copy of this agreement also.

M. Tuxworth

18th January, 1916.

Agreement

Reg. No.
app.

made the day of ^{One} thousand nine hundred and ^{Between} the Crown Agents for the Colonies London acting on behalf of the Government of the East Africa Protectorate (hereinafter called the Government) and in the County of (hereinafter called the person engaged)

- 1 The person engaged agrees to proceed to the East Africa 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 ^{Engineer} in the Uganda Railway Department, 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 authorised 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 (£) a year
- 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 on ^{his} _{her}

Schedule.

presenting to them a bill drawn upon them by the Government in ^{his} ~~her~~ favour and endorsed by ^{him} ~~her~~

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
of the office of the Crown Agents for the Colonies

Signed by

in the presence of

Name

Address

Occupation

1. Term of engagement

The engagement of the person engaged is for a term of twelve months continuous residential service commencing from the date of disembarkation on the African Coast. The person engaged may however at the option of the Governor be detained in the Protectorate after the completion of the term of service for such further period not exceeding twelve months as may be necessary in the interests of the Government

2. Duties

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

3. Salary

(1) Half salary will be paid during the voyage out and home again on the satisfactory termination of this agreement. Full salary will begin from the date of disembarkation on the African Coast.

(2) The salary of the person engaged may be liable to deductions under clauses 9 and 11.

4. Quarters travelling and field allowances

(3) Government quarters (not of pent (but not of pinks or other similar out gangs) will be provided for single men when such quarters are available. When such quarters are not available the person engaged will be provided with a tent or other temporary shelter

or in certain cases he will be granted an allowance of quarters at the discretion of the Government

(2) When travelling on duty away from his station in the Protectorate the person engaged either shall be provided with transport or shall be paid travelling expenses according to the scale laid down for transport and travelling expenses respectively in the Protectorate

(3) When the person engaged is employed in survey work he will be paid a local field allowance of three and a half rupees (Rs 3 1/2) a day in lieu of travelling and house allowances

5 ^{passage} (4) Passage in this agreement means a first 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 on the Continent of Europe where necessary

(5) The Government shall provide the person engaged with a free passage from England to the Protectorate and subject to clauses 7 and 8 (2) back again to England on the satisfactory termination of this agreement provided that he claims and avails himself of such return passage within two months of such termination

6 ^{ill health} (6) 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 full salary up to and including the date of departure from the African Coast or 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

(7) 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

7 ^{dismissal} 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 6) 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

8 ^{determination of engagement} (8) 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. He shall not in either case be entitled to half salary on the voyage home unless specially granted by the Government

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

See article 10. in case of good damage.

9 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.

Period of the voyage

10 In this agreement the period of the voyage shall be reckoned as commencing on the day of embarkation of the person engaged and ending on the day previous to the day of disembarkation of the person engaged both days inclusive.

In the case of any outward voyage from England the day of embarkation shall be taken to be the day previous to the date of departure from Marseilles of the steamer by which the person engaged travels and in the case of any voyage to England the day of disembarkation shall be taken to be the day after the date of arrival at Marseilles of the steamer by which the person engaged travels.

Security

11 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.

12. Payments in England.

by the Government. In 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.

13. Powers of Crown Agents

When the person engaged is not in the Protectorate the Crown Agents for the Colonies when duly authorised 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.

United States

*Crown Agents for
the Colonies.*

— and —

Agreement

UGANDA PROTECTORATE

Class 1.

Appn. No. _____
Apppts. _____

Agreement made the _____ day of _____ 19____
Between the Crown Agents for the Colonies, London, acting on behalf of the
Government of the Uganda Protectorate (hereinafter called the Government), and

_____ in the County of _____
(hereinafter called the person engaged).

1. The person engaged agrees to proceed to the Uganda Protectorate (hereinafter called the Protectorate), when and as directed by the Crown Agents for the Colonies, and undertakes that he will these 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 authorised 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 (£ _____) a 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, on _____ presenting to them a bill drawn upon them by the Government in _____ favour, and endorsed by _____

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.—(1) The engagement of the person engaged is for a tour of not less than twenty nor more than thirty months' continuous residential service commencing from the date of disembarkation at Mombasa, but the engagement may be extended as provided for in Clause 13.

(2) A tour shall be deemed to be completed upon the expiration of such period within the limits above-mentioned, as may be fixed by the Head of his Department, or, if no such period shall be so fixed, upon the expiration of the maximum period of thirty months' service.

(3) The person engaged may, notwithstanding the completion of a tour of service, be detained in the Protectorate at the option of the Governor for such further period as may be necessary in the interests of the Government.

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.—(1) On first engagement half salary will be paid from the date of leaving England. Full salary will begin from the date of disembarkation at Mombasa.

(2) Increments of salary, if any, will be reckoned as from the date for which the person engaged first draws salary of the office from the funds of the Protectorate, but no increment will be granted unless the conduct and diligence of the person engaged during the year immediately preceding have been approved. The evidence of such approval shall be a certificate signed by the Head of his Department, countersigned by the Governor or by such officer as he may designate for the purpose.

(3) The salary of the person engaged may be liable to deductions under Clauses 11 and 12.

Quarters

4.—Government quarters, free of rent (but not of rates or other similar outgoings), will be provided for single men when such quarters are available. When such quarters are not available, the person engaged will be provided with a tent or other temporary shelter, or, in certain cases, he will be granted an allowance in lieu of quarters, at the discretion of the Government.

Travelling Allowance

5.—When travelling on duty away from his station in the Protectorate the person engaged either shall be provided with transport or shall be paid travelling expenses according to the scales laid down for transport and travelling expenses respectively in the Protectorate.

Passage

6.—(1) "Passage" in this agreement means a first-class passage and includes conveyance by railway, steamer, or other transport between the port of disembarkation and the station of the person engaged in the Protectorate, and conveyance by railway on the Continent of Europe where necessary.

(2) The Government shall provide the person engaged with a free passage from England to the Protectorate, but shall provide him with a passage back to England only as hereinafter provided.

7.—(1) On the completion of a tour of service the person engaged may, at the discretion of the Government, be granted leave of absence on full salary known as vacation leave, for the time necessarily spent on the voyage home and for three days in respect of each completed month of continuous residential service, and shall be provided with a free passage to England provided that he claims and avails himself of it within two months, and if the engagement is being extended as provided for in Clause 13, may, at the discretion of the Government, be granted further leave of absence on full salary (known as return sick leave) for three days in respect of each completed month of continuous residential service, and for the time necessarily spent on the voyage out, and shall be provided with a free passage out. The person engaged hereby agrees that, if he should fail to return to the Protectorate at the expiration of his return sick leave, he will repay or demand the amount which may have been paid to him in respect of such return leave.

(2) In this agreement the period of any voyage shall be reckoned as commencing on the day of embarkation and ending on the day previous to the day of disembarkation of the person engaged, both days inclusive.

In the case of any outward voyage from England the day of embarkation shall be taken to be the day previous to the date of departure from Marseilles of the steamer by which the person engaged travels, and in the case of any voyage to England the day of disembarkation shall be taken to be the day after the date of arrival at Marseilles of the steamer by which the person engaged travels.

8.—(1) 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 full salary up to but not including the date of departure from Mombasa 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. He may, however, at the option of the Government, be "invalided" home, in which case (a) he may be granted leave of absence on full salary (known as vacation sick leave) for the time necessarily spent on the voyage home and for three days in respect of each completed month of continuous residential service and shall be provided with a free passage to England, and (b) if the engagement is being extended as provided for in Clause 13, he may, at the discretion of the Government, be granted further leave of absence on full salary (known as return sick leave) for three days in respect of each completed month of continuous residential service, and for the time necessarily spent on the voyage out, and shall be provided with a free passage out. The person engaged hereby agrees that, if he should fail to return to the Protectorate at the expiration of his return sick leave, he will repay or demand the amount which may have been paid to him in respect of such return leave.

(2) Notwithstanding Clause 1 of this Schedule, a tour shall be deemed to be completed in the event of the person engaged being invalided home and his engagement shall be determined, unless, subject to the person engaged being passed as physically fit for further service by one of the Medical Advisers of the Colonial Office, it be extended as provided for in Clause 13) from the date of the expiration of such leave as he may be granted other than return sick leave or any extension thereof.

(3) 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.

Dismissal.

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 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.

Determination of engagement.

10.—(1) 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.

(2) The person engaged may, at any time after the expiration of three months from the commencement of a tour of 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.

Liability to make good damage.

11.—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 or default 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.

Security.

12.—The person engaged shall, if so required by the Government, furnish such security, and in such form as the Government may decide, 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.

Further employment.

13.—At some time, not more than three months and not less than one month before the completion of a full tour of thirty months' service, or, if the Head of the Department shall fix an earlier period than the expiration of thirty months for the completion of the tour, then as soon as possible after receipt of the notice fixing such earlier period, 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 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.

Payments in England.

14.—In 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.

Power of Crown Agents.

15.—When the person engaged is not in the Protectorate, the Crown Agents for the Colonies, when duly authorised 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.

Points of

I Class and (B)

Class

/ 55

for the space of $\frac{1}{2}$ years

(a) Engagement for 2

(a) Half salary from date of sailing from England to date of full pay therefrom service

engaged in India or S Africa pay from date of sailing embarkation, then full only half pay on voyage termination of agreement.

(a) Provided, or allowed

defining

(a) According to scale in force for

(b) According to scales, as assigned by the Manager

(a) Free passage out, a free passage back except in case of dismissal or voluntary determination. In case of determination owing to ill health or of determination by Govt, passage must be claimed within three months

(b) Passage back to place of establishment if full term completed or agreement determined by Govt if claimed within two months; passage back in case of ill health (no fixed time for claiming) Nothing said as to passage to E.A. if engaged in India or S Africa

(a) Rules stated

(b) Nothing said

(a) Provided for in cl. 8

(b) Nothing said

(a) May be done either by Govt or by person engaged on giving three months notice or paying one months' salary repaying cost of passage out

(b) Govt may determine agreement by giving $\frac{3}{4}$ months notice or paying 1 months' salary; person engaged, only, by $\frac{3}{4}$ months notice, a repayment of journey expenses.

(a) Nothing said

(b) Person engaged agrees to contribute to -

I Class and (b) Local Agreements I Class.

Period of Service.

- (a) Engagement for 20-30 months
- (b) For the space of ... years

Pay

- (a) Half salary from date of leaving England to date of disembarkation, full pay thereafter to end of service
- (b) If engaged in India or S. Africa half pay from date of sailing to disembarkation, then full pay; only half pay on voyage back on termination of agreement.

see Quarters.

- (a) Provided, or allowance in lieu.
- (b) Needs, defracting.

Travelling Allowance.

- (a) According to scale in force for Protectorate.
- (b) According to rules "as certified by the Manager"

Passages.

- (a) Free passage out, a free passage back except in case of dismissal or voluntary determination. In case of termination owing to ill health or of determination by Gov^t, passage must be claimed within two months.
- (b) Passage back to place of enlistment if full term completed or agreement determined by Gov^t, if claimed within two months; passage back in case of ill health (no fixed time for claiming); Nothing said as to passage to E.A., if engaged in India or S. Africa.

Leave

- (a) Usual rules apply
- (b) Nothing said

Including

- (a) Provided for in cl. 8.
- (b) Nothing said.

Determination of Agreement

- (a) May be done either by Gov^t or by person engaged on giving three months notice or paying one month's salary regarding cost of passage out.
- (b) Gov^t may determine agreement by giving $\frac{3}{4}$ months notice or paying 1 month's salary; person engaged, only by $\frac{1}{2}$ months notice or payment of "joining expenses"

Provident Fund

- (a) Nothing said.
- (b) Person engaged agrees to contribute to -

Class. A Points of Difference Between (a) C.A. R.F. Agreements
II Class and (b) Local Agreements II Class

Period of Service

(a) For a term of 30 months.

(b) for the space of ... years.

Pay

(a) As usual (as in C.I.C.A. Agr^{ts}).

(b) "That I be paid ... Rupees per mensem from ... of re-engaging when proceeding on leave, from date of return to duty ... and pay to cease on my finally being relieved of duty."

Medical Allowance

(a) Provided, or allowance in lieu.

(b) Needs defining.

Medical Attendance

(a) According to scales in force in R.F.

(b) According to rules as certified by the Manager.

Passage Allowance

(a) Same as in C.I.C.A. agreements.

(b) On completion of tour of service free pass on Uganda R.F., or such leave & passage as entitled to under rules in force. (But see re engagement form.)

Termination of Agreement

(a) Same as in C.I.C.A. agreements, with additional provision that person engaged may determine agreement when on leave by giving notice to the C.A.

(b) Manager may determine engagement by giving one month's notice (not three months) or paying one month's salary; person engaged, by giving one month's notice & repaying "joining expenses".

Absence through ill health without leave

Provision made.

(b) Nothing said.

Terms of deduction of salary

(a) For incapacitation by indulgence in stimulants, salary may be reduced by half for as long as the aid of Dep.^t thinks fit.

(b) For breaches of Railway rules or discipline, person engaged is liable to fine or deduction from salary.

For breach of agreement or neglect instructions or any kind of misconduct, fine not exceeding £5.

(B. Nothing said as to invalidating either case.

A's ordinary Cl I Agreement,
generally used also for Cl I
appointments on the Railway.

Form for Cl I Local
Railway Agreements.

B

87

of Service + Length of Tour

1. (1) Engagement is for a tour of
not less than 20 nor more than
30 months. (2) A tour to be completed
upon the expiration of such a period
within the above limits as may
be fixed by the Head of the Dept.,
if no such period fixed, after
the maximum of 30 months. But
the person engaged may be detained
for the completion of a tour.

2. Duties of the person engaged
shall include the usual duties
of the office & any other suitable
duties; he shall reside in such
place & occupy himself in such
manner as Govt may direct, and
shall not engage in any other
service or business &c.

3. Salary (1) On first engagement
full salary paid from date of leaving
home; full salary from date of
embarkation at Mombasa.
Increments to date from first
date of drawing salary from Post
office; subject to approval.
Salary liable to deductions under Cl. 11(12).

Free Quarters for single men, or
other temporary shelter, or
allowance in lieu of quarters.

I agree to serve the
Uganda Railway Administration
for the space of _____ years
on the following conditions:

(9) Services not limited to
work specified, but person
engaged may be called upon to
perform any reasonable duty
for which he may be fitted in
connection with the Railway.

(1) Pay to begin as follows:
If engaged in E.A. or Uganda,
from date of signing on.
If engaged in India or C.A., full pay
from date of embarkation, full pay
from date of landing; half pay during
voyage home on termination of
agreement (14). Manager reserves right
to grant increments on approved service (10).
(3) That I am provided with such
free accommodation for myself as may
be provided for me by the Manager.

cl. 5. Travelling. When travelling transport provided, or travelling all^o paid according to the scale in force for the Prot.

cl. 6. Passage. (1) Passage means a 1^o passage a includes conveyance from port of des-embarkation to station in Prot., and railway fares on the Continent when necessary. (2) Free passage to Prot., but free return passage only as hereinafter provided.

cl. 7. (1) Leave will be granted for the period of the voyage and the usual scale of 2^o or 3 days per month; with return leave, if the officer is re-engaged. Return leave pay to be refunded if the officer fails to return. (2) Period of Voyage begins on day of embarkation & ends on day previous to disembarkation inclusive. Day of embarkation in case of outward voyage means day previous to date of departure from Marseilles, & day of disembarkation in the case of return voyage means day following that of arrival at Marseilles.

cl. 8. In case of ill-health, if the person engaged has to resign or is certified as unfit through no fault of his own, Gov^t shall pay full salary up to but not including date of departure from Mombasa.

(2) While on duty, travelling except in accordance with the rules from time to time as certified by Manager.

(4) On completion of full term of service, or if services discontinued under (7), free passage shall be provided to place of enlistment claimed within 2 months & half pay paid during voyage home. If engaged in E.A. return railway pass must be used within 2 weeks of termination of service.

(5) Agreement terminable in case of ill-health not due to officer's own misconduct, on production of certificate by M.O. appointed by the S. of S.; in which case a free passage shall be provided to port of embarkation.

half salary during voyage, & passage shall be provided if engaged within two months. He however, be included in case leave on full salary on usual scale will be granted. The tour shall be held to be void if the person engaged is discharged and the engagement shall be void (unless person engaged passed on fit & returns as in cl (3) at the end of leave other than return leave or extension thereof certificate signed by Gov^t M.O. shall be conclusive evidence of ill health.

9. Dismissal for misconduct. Gov^t reserves the right; official to be liable for cost of passage.

10. Gov^t may determine engagement by giving 3 months' notice or paying 3 months' salary and providing passage back if claimed within 3 months. (2) Person engaged may terminate engagement at any time by giving 3 months' notice or paying to Gov^t one month's salary & paying cost of passage out. No passage home provided.

Person engaged shall be liable for deductions from salary to make good loss or damage, the amount to be fixed by the Head of his Dep^t.

(5) Fine to be for breaches of discipline, or instant dismissal for gross misconduct as to which Manager shall be sole judge; all rights or privileges will be forfeited.

(7) If Manager at any time desires to terminate agreement, he may do so by giving three months' notice or paying one month's salary and providing free passage to place of enlistment. Person engaged may at any time give three months' notice, but in that case shall be liable to refund cost of journey expenses from place of enlistment, & shall resign all rights & privileges under the agreement.

(6) If through official's negligence R.F. sustains any loss, amount may be deducted from salary or other monies due, Manager to be the sole & final judge.

Cl. 12. Person engaged shall furnish security, if so required by Gov.^o and premium may be deducted from salary.

Cl. 13. The engagement. At some time between 3 months & 5 years from completion of full tour (or, if shorter tour is fixed, as soon as notice fixing length of tour is received) person engaged shall give notice to Gov.^o whether he desires further employment, and Gov.^o shall decide as to re-engagement.

Cl. 14. In the event of the person engaged being entitled, on expiration of agreement, to any payment in England, he must produce for C.A. a certificate from Gov.^o of destination & due.

Cl. 15. A. When person engaged is sent in the Post, C.A. when duly authorized by Gov.^o or Sgt. shall be competent to exercise any of the powers of the Gov.^o under the agreement.

[Special form signed before official proceeds on leave]

(#) "I agree to subscribe to the Provident Fund."

Crown Agents ordinary 3 Cl. Agreement, & (Vg. Rg) 2 Cl. Agreement.

Local 3 Cl. Agreement

For a tour of 20-30 months: may be extended as provided in Cl. 15. Limits of tour and liability to detention, as in I.C. Agr. Cl. 1(2)(B).

Salary. For a tour of 30 months. Additional leave in respect of period of detention beyond 30 months.

Same as I.C. Agr. Cl. 2. Salary Same. (Cl. 3 & 4)

For first engagement half salary paid from date of leaving England, full salary from date of arrival at Mombasa. Provisions to defer from date of first drawing salary from local funds. Will not be granted except on approval. Salary liable to deduction. (Cl. 11, 12, 13, 14)

Salary (19(1) Same (Cl. 6)

Gov.^o Quarters for single men. Tent or other temporary shelter, allowance in lieu thereof.

Salary Same (Cl. 7)

When Travelling, transport provided, or travelling all^o paid according to the scale in force for Post.

Salary Travelling all^o may be paid on the scale in force for Vg. Rg. (Cl. 7)

"I, the undersigned, hereby agree to serve the Vg. State Rg as for the space of 3 years"

Same as local I.C. Agreement (Cl. 9)

"That I be paid --- Rs. per per month from

If engaging when proceeding on leave } Furlough of return to duty and pay to cease on my finally being relieved of duty." (Cl. 1)

Period of duty as for period of furlough. Manager retaining the right to grant any re-employment on approved service. (Cl. 10)

"That I be provided with such free accommodation as may be provided for me by the Manager" (Cl. 3)

Travelling expenses in accordance with the rules in force as certified by the Manager. (Cl. 2)

Cl. 6. Passage means 2 Cl. passage and includes conveyance from port of disembarkation to station in Port, and 2 Cl. railway fare on the Continent of Europe when necessary.

(1) Free passage is provided to Port, but return passage only as hereinafter provided.

(2) 3 Cl. railway fare to port of embarkation on first engagement.

Railway. Free 2 Cl. passage to Montevideo; 3 Cl. railway fare to port of embarkation; free passage home as provided in Cl. 599, if claimed within 2 months (Cl. 5)

[Nothing said as to railway accommodation on Continent or conveyance from Montevideo to station in Port]

On completing full term of service, or services being dispensed with under Cl. 7, a railway pass will be provided to place of enlistment, and land passage according to rules in force. Railway pass must be used within 2 weeks. (Cl. 4)

Cl. 7. 111. - and for period of voyage and 2 1/2 days per month & a return leave if re engaged. Return leave pay shall be refunded if necessary.

(2) Period of leave defined as usual

Railway. Leave will be given according to C. of R. & S. rules (Cl. 16) Period of Voyage defined as usual (Cl. 6)

Leave according to rules in force (Cl. 4)

Cl. 8. Provision for ... or for ... as in Cl. I Agreement

Railway. No provision for insolvency. Full railway up to date of resignation (Cl. 5) or men's pay, up to date of sailing on departure

Agreement terminable in event of ill health not due to Officer's own misconduct, or production of medical certificate by M.O. Free railway pass will be provided to place of enlistment.

Cl. 9. Dismissal. Govt has the right to dismiss for misconduct; official will be liable to repay cost of passage out.

Railway. Cl. 9 contains same provision.

Official liable to instant dismissal for gross misconduct insubordination or carelessness, of which the Man shall be sole judge. (Cl. 5)

Determination of Agreement
 The Manager may at any time determine the engagement by giving three months' notice or paying one month's salary, or providing passage as claimed within 2 months. A person engaged may (at any time after 3 months from beginning of a tour) determine engagement in same way, but must repay cost of passage out & is not entitled to a passage back.

Salary Same provision: but add that person engaged may determine to take leave by giving notice & the determination to take leave from end of vac. leave; person shall be liable for cost of passage if any - not completed (cl. 10).

Deductions from salary
 A person engaged shall be liable to deductions to make good loss of wages, the amount to be fixed by the Working Party.

Salary Cl. 11 the same.

Absence through ill health
 A person engaged without leave, if absent through ill health, from engaged must produce a medical certificate; if ill health due to his misconduct, he shall forfeit salary for days absent.

If absent without leave, he shall forfeit salary & may be dismissed as for misconduct.

Salary Cl. 12 the same.

The Manager may at any time determine the engagement by giving one month's notice or paying one month's salary, and providing free return railway fare to place of enlistment.

A person engaged may give one month's notice and paying "joining expenses" from place of enlistment and resigning all rights & privileges. (cl. 7)

Pecuniary loss to R.F. to be made good by deductions from salary; the Manager to be sole judge. (cl. 6)

Cl. 13 Fines or suspension.

If person engaged disregards orders, is intemperate, or in any manner misconducts himself, he may be fined not more than £5, or may be suspended with loss of pay for not more than one month, fines & pay may be deducted from any money due

Fines or deduction from salary for breaches of Railway rules or discipline (Cl. 5)

Railway For incapacitation by indulgence & intemperance, salary may be reduced by half for as long as Head of Dep^t thinks fit (Cl. 13)

If person engaged commits breach of duty or disregards instructions or in any way misconducts himself he may be fined £5 (Cl. 14)

Cl. 14 Security of required

Railway Same

Cl. 15 At some time between 3 months

& 12 months from completion of full term, person engaged shall give notice to Gov^t whether he desires to remain in Gov^t employment, & Gov^t shall then decide as to his re-employment

[Separate form to be signed before going on leave, if re-engaged]

Railway Notice to be given 3 months

prior to end of agreement. (19)

Cl. 16 A certificate in England & certificate

from Gov^t of amount due must be produced

Railway Same (20)

Cl. 17 A person engaged for a term

under the agreement.

Railway Cl. 17 Person engaged to be depositor in Provident Fund and to become a member of the R.F. Institute.

Same Cl. 11

Ordinary Class 2 Agreement.

Dec. 1914

Person engaged agrees to provide G.I.A.P. to perform the duties of a ...
Salary is at the rate of ...
Gov^t shall deduct each month for the salary of the person engaged the sum of ...
Gov^t subject to Schedule ... part of Gov^t ...
A not personally liable

Engagement for not less than 20 nor more than 30 months, but may be extended as ...
Gov^t shall deduct each month for the salary of the person engaged the sum of ...
Gov^t subject to Schedule ... part of Gov^t ...
A not personally liable

Duties of person engaged shall include usual duties of the office & any other suitable duties ...
Gov^t may direct, & shall not engage any ...
Gov^t may direct, & shall not engage any ...

In great emergency half salary paid from date leaving England ...
Gov^t may direct, & shall not engage any ...

Gov^t may direct, & shall not engage any ...
Gov^t may direct, & shall not engage any ...

Gov^t may direct, & shall not engage any ...
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Gov^t may direct, & shall not engage any ...

Gov^t may direct, & shall not engage any ...
Gov^t may direct, & shall not engage any ...

Uganda R.F. Class 2 Agreement.

Dec. 1914

Person engaged agrees to provide G.I.A.P. to perform the duties of a ...
Salary is at the rate of ...
Gov^t shall deduct each month for the salary of the person engaged the sum of ...
Gov^t subject to Schedule ... part of Gov^t ...
A not personally liable

Engagement for not less than 20 nor more than 30 months, but may be extended as ...
Gov^t shall deduct each month for the salary of the person engaged the sum of ...
Gov^t subject to Schedule ... part of Gov^t ...
A not personally liable

Duties of person engaged shall include usual duties of the office & any other suitable duties ...
Gov^t may direct, & shall not engage any ...
Gov^t may direct, & shall not engage any ...

In great emergency half salary paid from date leaving England ...
Gov^t may direct, & shall not engage any ...

Gov^t may direct, & shall not engage any ...
Gov^t may direct, & shall not engage any ...

Gov^t may direct, & shall not engage any ...
Gov^t may direct, & shall not engage any ...

Gov^t may direct, & shall not engage any ...
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Gov^t may direct, & shall not engage any ...

Gov^t may direct, & shall not engage any ...
Gov^t may direct, & shall not engage any ...

Gov^t may direct, & shall not engage any ...
Gov^t may direct, & shall not engage any ...

Right of Gov^t to dismiss for misconduct: Official to be liable to repay cost of passage out.

(1) Gov^t may determine engagement by giving 3 mos' notice or paying 1 month's salary, & providing free passage back to be claimed within two months.

(4) Person eng^d may (after 3 mos from beginning of a tour) determine eng^d by giving 3 mos' notice or paying 1 month's salary & repaying cost of passage out. No passage back.

Liable to deduction from salary to make good loss or damage; amount to be fixed by Head of Dep^t.

If absent thro' ill health must produce med. certifi.; if due to misconduct shall forfeit salary for days absent. If absent without leave, shall forfeit salary & may be dismissed as for misconduct.

If official disregards orders, gets drunk & or in any manner misconducts himself he may be fined not more than £5, or may be suspended with loss of pay 2 for not longer than 1 month, & fine & pay may be deducted from any money due.

Person eng^d shall furnish security; if necessary by Gov^t, & premium may be deducted from salary.

At some time between 3 & 1 month prior to completion of full term, person eng^d shall give notice to Gov^t whether he desires to stay in Gov^t employment, & Gov^t shall decide as to re-engagement.

In the event of the person eng^d being recalled, on expiration of age^t, to any engagement in England, before payment can be made he must produce to C.A. a certifi. from Gov^t of amount due.

When person eng^d is out in the Post, C.A., when duly authorised by Gov^t or S. G. S., shall be competent to exercise any of the powers of the Gov^t under this agreement.

Right of Gov^t to dismiss (9)

Determination of agreement by Gov^t or by person engaged.

Person eng^d may determine age^t while on leave or during absence to C.A. determine taking effect from end of vac leave. Liable for cost of passage out if period of eng^d not completed (10)

Deduction from salary for damage & (11)

Absence thro' ill health

without leave (12)

For irregularities, & indulgence in irregularities, salary may be reduced by half for a day or Head of Dep^t think fit (13)

If official commits breach of age^t disregards instructions or misconducts himself, he may be fined £5 (14)

Security. 115/

Re-engagement: notice to be given 5 months prior to end of agreement (19)

Payment in England (20)

[Nothing said]

Person eng^d to become dependent on Provident Fund & member of R^o Institute. (17)

RECEIVED
7 JUN
D 7

7 June, 1916.

Gentlemen,

Will refer to

the letter from this Dept^t

of the 14th of Jan., 1915,

respecting the forms of

agreement in use for

officials of the Uganda R.F.,

I am to inform you that

he has learnt from the Gov.

of the E.A.P. that it is

desired that when you are

requested to engage men for

service on the Uganda Railway
Uganda ^{or as contributing agents,}

the Railway Marine, ^{etc.} you

should engage them primarily

for service on the system ^{shaped}

with liability also to

serve as follows :-

Amor, agreed primarily for service

(as per the case of ...)

Uganda (C)

DRAFT

(50664/14)

Crown Agents

MINUTE,

Mr. Cooke 5/6/16

Mr. Bottomley 6/6/16

Mr.

Mr.

Sir G. Fiddes.

Sir H. Jouts

Sir J. Anderson.

Mr. Steel-Maitland.

Mr. Bonar Law.

Copy for 308 sent 7 June 16

2 drafts

June, 1916

3214
~~59150/15-7~~
divd

Sir,

DRAFT.

E.A.P.

N^o 388

Mr. Sir H. Belfield

AC 6/6/16

Mr. Bottomley 6.6.16

I have 2 to acknowledge the receipt of your despatch N^o 806 of the 23rd of Nov transmitting a copy of a letter from the General Manager of the Uganda R.F. with enclosures, on the subject of the forms of agreement in use for the engagement & re-engagement of ^{members of} ~~officers~~ for the Railway Staff.

(2) I enclose for your info a copy of a letter which has been addressed to the C.A. for the Col^o informing them of the matter & which ~~is~~ ^{is} desired that they should ~~correct~~ ^{correct} ~~annual~~ of describing the in agreements the ~~particular~~ service for which officials ~~are~~ ^{are} selected for the various branches of the Railway & Marine Dep^t should be ~~arranged~~ ^{arranged}

10 E.A.
Form ~~...~~
C.E.T. ~~...~~
C.E. ~~...~~
R.F. Railway

2 drafts

(3) With regard to the forms of agreement ^{being in the case of} ~~being in the case of~~ locally engaged officials, I am inclined to think that the G. M. has not fully appreciated the point ^{raised} ~~raised~~ in paragraph (6), sub-section (a), of my ^{predecessor's} ~~predecessor's~~ despatch N° 32 of the 1st of March, 1915, ^{in which} ~~in which~~ ^{it is pointed out} ~~it is pointed out~~ that the application of the ordinary leave rules to railway subordinates appears to render it necessary to provide for a variable term of service of 20 to 30 months. The local agreements (form 17/A) provide for service for a ^{definite} ~~definite~~ space of years, and leave under the rules in force at the end of the full term of service. ^{This is} ~~This is~~ ⁱⁿ ~~in ^{entire} ~~entire~~ ^{accordance} ~~accordance~~ with the idea of a variable term for European subordinates.~~

(5850/15)

subordinates. ~~In the case of~~ ~~form 17/A~~ ~~(therefore)~~ I would suggest that the leave provision might be taken out of clause (6) and put in a separate clause worded somewhat as follows:-

"That at the end of the aforesaid term of service, or at such ^{other} ~~other~~ time as the Manager may direct, I shall be granted such leave & passage as I may be entitled to under the rules in force"

A similar clause might also be inserted in form 17, for the local engagement of first class officials, which contains no reference to ~~any provision for~~ the grant of leave. If the G. M. wishes it, some such additional provision as ^{appended to} ~~appended to~~ following could be ~~inserted in~~ ~~the~~

The suggested clause in last case:-

" Provided that if ~~any~~ my agreement is terminated under clause (5) or (7), I shall ~~be~~ not be entitled to any leave or passage under the operation of this clause."

Such additions would involve very little alteration of the

existing forms, and would appear to be ~~less~~ ^{less} ambiguous in themselves ~~and would not~~ ^{introduce any doubt} introduce any doubt

or uncertainty as to the interpretation of the ^{said} provisions of the agreement. They would

also cover the point with regard to return leave salary

~~which is dealt with~~ ^{in paragraph 6 of} ~~my dep. order~~ ^{already referred to} ~~of the 13th of the 1st of~~

March, 1945, since, under the

"rules in force", an official

would be required to sign

the ordinary return leave

agreement.

(4) ~~Now~~ The forms used in the

DRAFT

in the case of ^{local} re-employment of the Railway Staff appear

to me satisfactory and I

have no comment to offer

with regard to them ^{except} ~~the suggestion which I shall put forward~~ ^{in the} ~~subsequent~~ ^{subsequent} paragraph of this

despatch

(5) As regards the engagement of Railway officials

by the C.A. for the Colonies,

in paragraph 5 of ^{the} ~~my~~ ^{my} ~~despatch~~ ^{above-mentioned} ~~of~~ ^{requested}

you to furnish ^{him} ~~me~~ with copies

of the forms of agreements

which it was proposed to

employ in the case of original

engagements ^{by the C.A.} ~~and of re-employment~~

~~in the~~ ^{in the} ~~Colonies~~. I would

point out that the forms

enclosed in the General Manager's

letter are specimens of the

forms

forms which ^{in point of fact} have ~~been~~ ^{been} to be, and are now, employed in such cases of original engagement.

Moreover, the specimen of a first class agreement it was in reality a form specially devised for the engagement of certain Assistant Engineers for a period of twelve months service,

and the second class form was out of date as not including recent modifications. I enclose

herewith specimens ^(a) of the ^{general} form used by the C.A. for the

engagement of first class officials,

(b) of the ^{general} form used by them for ^{general} second class officials; and

(c) of the second class form in use for railway subordinates. I

should be glad if you would invite the Chief Manager to

enter on these forms such definite modifications ^{if any,} as he proposes ⁱⁿ ~~the~~ ^{the}

should be made, and would subsequently return them to ^{the service in which} ~~the~~ ^{in the terms of engagement} of railway officials. It

appears to me, from an examination of the various forms in use at present, that there are few

points of essential difference between the terms of service of officials of the railway and those of other departments. It

should be possible, therefore, and I consider that it would be desirable, that the forms of

agreement in use in the engagement of railway officials should ~~be~~ be assimilated, as

far as is practicable, to the general forms. If good grounds exist, however, for difference in the terms of service, I should

have no desire to press for the forms to be assimilated. When

The General Manager's proposals have been entered on the enclosed forms, I should be glad if you return them to me.

The Hon. Secy also asked that he

might be supplied with a specimen of the forms of agreement

it was proposed that which the C.A. should use in re-engaging railway officials ~~in case of re-engagement~~ when they are requested to do so.

The enclosures in the C.M.'s letter, of which a copy accompanied your despatch, did not include specimens of

those forms, and I should be glad if you would forward me ~~them~~ in duplicate.

(?) I would further observe

that the case of Mr R. L. Briaro, ~~referred to in the~~ which formed the subject of

correspondence terminating with your despatch No 901 of the 28th of December, would indicate that the usage from 170 A for the local

(file)

re-engagement of officials regularly sent out by the C.A., may give rise to apprehension in the mind of the person engaged as to his right to a passage home on the final expiration of his agreement.

I am aware that such a suspicion is unfounded, as under the form of re-engagement referred to, the terms & conditions of his original agreement, are definitely continued. But it may perhaps be desirable in these cases to add words to the form which would make the matter clear and prevent unnecessary correspondence.

(8) In conclusion, I would invite your attention to paragraph 6 of my despatch

~~Notice of the 1st of March,~~
1915, where ^{he} ~~it~~ asked to be
informed whether persons

locally engaged for ^{service in} ~~the P.W.~~

Dep^{ts} other than the Railway,

^{and} the P.W.D., ~~has~~ entered

into an agreement which

does not provide for a passage

to this country. I have not

yet received a reply to this

enquiry, and should be glad

if you would furnish me

with ~~the~~ information on the

point.

(Signed) A. BENAR LAW.