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TELEGRAM

REC'D
REV 21 MAY 25

From the Officer Administering the Government of Kenya
to the Secretary of State for the Colonies.

Dated 20th May

(Received Colonial Office 7.10 p.m. 20th May, 1925)

No. 208. 20th May. Your telegram of 28th April
The assumption that the intention was to assure Lady
Coryndon £500 additional net income is correct.

Enclosure I

TELEPHONES: 167 & 200 TELEGRAMS: ASSIGNMENT
CODES: A.B.C. SYSTEM
RENTLES

101

HAPLEY & SCHWARTZ,
ADVOCATES & SOLICITORS

P.O. Box 280

Nairobi

Kenya Colony (East Africa)

EB/EAK/AV

23rd March 1925

largely blank page

1/68/2

and date

The Right Honourable
The Secretary of State for the Colonies
Downing Street
London

Through
The Honourable
The Colonial Secretary
Nairobi
Colony of Kenya

Sir

We have the honour to inform you that we have been instructed by Abdulhussain Hassanali to humbly petition you under the following circumstances:-

(1) Your Petitioner is a British Indian subject residing and carrying on business as a trader in the Masai Reserve in the Colony and Protectorate of Kenya and has so resided and carried on business for the past eight years.

(2) Your Petitioner had a store at Olulungu in the Masai Reserve in December, 1923, at which place there was only one other store which was in the possession of another Indian trader named Kasim Jamal.

The Right Honourable
The Secretary of State for the Colonies
Downing Street
London.

23rd March 1925.

(3) In the beginning of December 1922 your Petitioner together with others, received warning of a rising amongst the Masai and was advised to remove into the nearest Government Station and attached hereto is a copy of such circular marked "A".

(4) Uproar amongst the Masai culminated in a rising in which several persons were killed and which was suppressed by the Government with the aid of the Military and most of the offenders were duly punished and Government as a further punishment seized a large number of cattle which were subsequently sold and the proceeds thereof received by Government.

(5) At the time of the said rising your Petitioner was absent from his said store which was in charge of his Indian clerk, named Jotrabhai Jadavji, who was murdered by the Masai during the said rising.

(6) At this time your Petitioner had property in his shop to the value of Shs.15979/31, particulars of which have already been supplied to the Honourable Colonial Secretary of the said Colony and Protectorate and which are shown in the schedule attached hereto and marked "B".

(7) After your Petitioner returned to the said store

The Right Honourable
The Secretary of State for the Colonies
Downing Street,
London.

20th March 1925

We have the honour to be,

Sir,

Your humble and obedient servants,

Stanley & Schwartz

175n

Office of the Officer in Charge

Copy CIRCULAR

Masai Reserve

Sisak 6th December 1922

The following information regarding an act on the part of a certain Section of the Muran is published for general information:

A Native Sergt. of the Masai Unit was killed in endeavouring to arrest three Muran who escaped from custody and one of the escaped prisoners was shot by the Police.

A day or two later the Muran of the Sirit to which the escaped prisoners belong collected from all parts and assembled in the Forest North of Alunga. A party of them killed an Indian Trader near Al-Clunga and also a Masai Elder near Ngori Ngori.

The Muran are now building a village in the forest and defying the Authority of Government and their own Chiefs and Headmen. They have threatened to attack any Europeans, including Soralis and their Employees they find, and also Royal Officers such as Masikondi, Kalihur and Ole Snipera.

The Muran, who probably number 300 are considered to be dangerous to the Residents, Traders, Travellers and others and are strongly advised to move to the nearest Government Station where all possible protection will be afforded them.

The protection of property which is to be abandoned must be left in the hands of the local Elders and arrangements have been made accordingly so far as practicable.

Steps are also being taken to punish the Muran concerned, and a force of Police or King's African Rifles is expected in a few days.

Sd/- R.W. Hamstead,

OFFICER IN CHARGE, Masai Reserve.

SCHEDULE "B"

1952

Part I.

PARTICULARS of Goods at Olulungu.

1	Value of Goods (except Hides) as per account Books in the Shop	Shs. 6875-87
	Value of Hides as per account Books	280-00
	28 Loads Maise	168-00
	73 lbs. Iron Wire	43-00
	16 " Masadi C. Soda	9-00
	4 Loads Red Earth	62-00
	2 Lbs. Bush-Bonds	14-00
	1 doz. Copper chains	8-00
	1 doz. Murani Beads	8-00
	15 Blankets mixed	21-50
	8 Drill Sheets	24-00
	10 Sheets No. 3002	4-00
	10 lbs. Ration Flour	36-60
	1 lb. Chap	4-00
	5 " Pals	2-00
	9 " Brass wire	2-50
	9 " Rice	18-00
	Spices 2/- & Salt 1/-	4-00
	Copper wires 2/- and Iron wire 2/-	3-00
	2 Axes	4-00
	2 Pincus	10-00
	1 Tin tea	8-00
	Incense (Chan)	2-00
	Soap =/50; Potatoes 2/-; waste-papers 2/- garlic 1/-	1-00
	2 doz. Bonds	5-50
	1 Load Meru tobacco	6-00
	15 lbs. sugar	50-00
	60 " Molasses	10-00
	14 Kibaya 21/-; 6 Large Knives 30/-	30-00
	15 empty bags 11/-; Beads No. 000 4/-	31-00
	Beads for Morani 2/-; 3 Mauki Spears for Morwa 36/-	38-00
	1 scale 3/-; Cigs & Mats 7/-; Hawkers Kibaso 10/-	23-00
	1 Canvas Tent 200/-; 3 cooking-pots 12/-	212-00
	1 Kettle 6/-; 1 Iron Pan 3/-; 3 plates 6/-	15-00
	3 Glass 0/-; 1 Water Cask 6/-; 3 Bowls 6/-	18-00
	Transport from Olulungu to Olmalila, as above	60-00
	10 Sheets 26/-; Beads No. 000 Shgs 10/-	
	Copper Wires 9/-	45- 0
	Iron wire 4/-; Beads for Morani 10/-	14-00

Particulars of Goods deposited by Akbar Ali Nassamli at the shop at Olulungu.

Carried forward

Shs. 7799-87

SCHEDULE "B" PART I

(continued)

Brought Forward	Shgs	7799/37
18 Bags Tobacco (30 Loads)		1500-00
3 Bundles Large Masai Knives (10 doz.)		500-00
120 Morani-Mruu Spears		2100-00
440 Sheets		880-00
2 Loads Copper Chain		2500-00
Transport from Kilabe to Olulungu, on above		200-00
	Shgs	25879-85

SCHEDULE "B"

Part - 2

Particulars of goods received from Shop when opened at Olungu

50 Mixed Blankets	200-00
9 Cooking Pots	27-00
3 Bowls 3/-; 2 tins Tea 3/-	2-00
2 Lbs. Coffee 4/-; 12 bolts 3/-	12-00
4 Packets matches 3/-; 3 tins sardines 1/50	4-50
5 Inlets S.J. Soap 11/-; 2 Pts Blue 4/-	15-00
5 Bts Red colour 10/-; 5 Tins C. Milk 5/-	15-00
23 Pts Henly Cigarettes (each 10 pcts)	6-00
8 coils of Brass wire No. 17	40-00
4 Lbs. Calai 16/-; 7 spoons 1/2	93-00
23 Coils of copper wire No. 20	15-00
3 " " Iron No. 20	12-00
4 Lbs. Small Coils of Copper wire No. 30	4-00
1 Tin K. Oil 16/-; 2 Tins S. oil 22/-	37-00
70 Kibayas 20/-; 14 knives 17/-	84-00
23 Loads of salt	15-00
5 Loads of Molasses	10-00
10 empty tins 10/-; 50 lbs. Iron wires No. 7 25/-	35-00
20 Loads Red salt	180-00
8 Loads Maize Flour	32-00
50 lbs. Mixed Hides damaged	50-00
Transport of above goods	119-48
	915-99
8 Fra. Hides Received	96-00

Particulars of goods received from Nykers Boma at Olengua on 9-11-23

Cash	202-00
5 Mixed Blankets	20-00
1 Load red salt	13-00
11 Kibayas	16-50
2 Coils Brass Wire No. 7	12-00
2 Lbs. Garand Bonds	2-00
2 Bags Maize Flour	25-00
4 Brasillias Hides	40-00
1 canvas tent	200-00
7 Sheep 42/-; 1 Bull 30/-	72-00
1 Coil Iron wire No. 7	25-00
30 lbs. Molasses	7-00

Total Shs. 1646-48

SCHEDULE "B"

197

Part 3

Goods left in store as per Part 1 hereof		Shs. 16879-37
Goods Received back as per Part 11 hereof		1648-48
		<u>Shs. 14930-89</u>
Value of Goods received back but useless	150-00	
Balance to shop and store	150-00	
Edon for payment of boys wages	200-00	650-00
		<u>Shs. 14880-89</u>

Enclosure 16 108

HOPLEY

CLARENCE CHAMBERS
GOVERNMENT PRINTER

NAIROBI
Kenya Colony

15th March 1925

PRIVATE SOLICITOR
AND
NOTARY PUBLIC
FINANCE NO 6
D. G. NO 238

Handwritten signature/initials

The Right Honourable the Secretary of State for the Colonies,
(The Colonial Office),
Bonning Street,
London, England.

re Compensation from Government for Masai Disturbances in Kenya Colony

- 1. Vincent Francis De Souza of Dulole and Ilmelole in Masai Reserve..... Shillings 80-17s 3d
- 2. Francisco Xavier De Souza of Ilmelole in Masai Reserve..... 10,219-7d
- 3. Sheikh bin Abdol Mara River in Masai Reserve..... 3,074-35
- 4. Sheikh Hasan Unis of Bardamat in Masai Reserve..... 6,050-00

=====

I have the honour to request you to look into the question as to whether or not the abovenamed persons, for whom I am acting, are, in justice and equity, entitled to compensation for the losses sustained by them during the Masai Disturbances which occurred here on or about the 15th day of December 1923.

You will see from the annexures hereto that I have exhausted every channel in this Colony to obtain a redress of my clients' grievances, but without success - I therefore have no option but to seek your assistance on their behalf.

The Right Honourable the Secretary of State for the Colonies

2.

In the case of my client Vincent François De Souza, his manager at
 Amelale was actually murdered by certain Masai on that occasion at
 the client's store. You will notice from the circular which was sent
 round by a responsible Official in the Masai Reserve (a copy of which
 is put up herewith for your information and marked "A") that the Settlers
 at that locality were warned to come into Narok until the situation had
 cleared. It almost goes without saying that self-preservation being
 their first law of nature, this Official must have known that these traders
 and settlers could not carry their trade goods with them to Narok, nor
 could they be expected to approach the Masai Elders or Headmen for
 protection - You will, I believe, Sir, understand that this Notice
 - whether an alarmist Notice or not - emanating, as it did, from the
 Government Authorities at Narok, must have had the effect of causing
 considerable alarm, and, as a matter of fact, they did rush all in a
 huff to Narok and elsewhere and from there in a panic to Kithira - This
 can be ascertained from various affidavits and also from evidence at
 the murder trials held on Circuit at Narok before Mr. Justice MacCall
 and the High Court (after an appeal to the Appellate Court for Eastern
 Africa) of certain Masai for murder which took place in the Supreme
 Court at Nairobi about 20th July 1924 and later dates.

The Memorandum or Notice referred to above, copy of which is put up
 herewith and marked "A", made up, as you will see, with the instructions
 to all persons to please sign the envelope as having been done - I submit
 that in the blue what this Notice left unsaid was enough to cause
 alarm in even the stoutest of persons.

On behalf of my clients, I at once state that I quite realize that
 the Courts of law here are not open to Settlers or traders in a case of
 this sort, but I submit it has been established quite recently, and in
 other parts of Africa, that all people and nations and Governments have

The Right Honourable the Secretary of State for the Colonies

moral obligation to fulfil and I therefore respectfully submit that if you have perused the attached copies of correspondence which have passed between myself and the Government here, you will readily see that my requests on behalf of my clients for justice and equity are without foundation and are reasonable and just claims on their part.

That it is impossible to make clear to one's ignorant clients in that the local Government has seen fit to pay out large sums of money to certain traders who lost their goods during this upheaval in the local Country and yet refuses to pay out any sum whatever to their next-door or close neighbours who were also trading in the same Reserves were paying the Government licenses to be allowed to trade in such Reserves. The Government reply to this is that they are not bound to pay, and such payments as they have made are purely ex gratia. The correct answer to that surely is why pay anybody, why and choose without a reason, why protect one trader's property and the other trader's property under the attitude you adopted in 1897 and rebellion or whatever you choose to call it?

Surely there is a strong moral obligation on the part of any Government to give protection to its people when they accept licenses from traders who happen to go and trade in the Native Reserves in this Country? You might or might not know that a large number of cattle and stock were captured and taken from the Masai during this upheaval, and some of such cattle were actually sold at Mombasa, so I am assured, before, or immediately after, the King's African Rifles had called this so-called Rebellion.

The Appellate Court for Eastern Africa eventually held an appeal that there had been no rebellion, but the Government still retained the proceeds of the sale and therefore should be in a position to pay my clients their claim for compensation out of such funds so obtained.

The Right Honourable the Secretary of State for the Colonies

The above fact is disclosed in the evidence given by the Adjutant (Captain Walsh) of the King's African Rifles when he gave evidence at the trial of the Magai murder trial in Nairobi Supreme Court Criminal Cases Nos. 61, 62, 63 and 64 of 1924. Surely some of that money (whether the cattle were legally or illegally captured and taken) can be applied and used to pay compensation to the traders who have suffered their shops and "Dukas" after receiving the shipping notices of which have been annotated and marked (AP).

In this case I believe the investigation as to compensation was referred to an Assistant District Commissioner, and even then I am informed that some of his recommendations to pay out compensation were not in any way approved or passed by the Government here.

I am informed and believe that in the year 1918 compensation was paid to the traders and Settlers who lost their goods in the same Magai incident (similar Magai uprisings or insurrection) and that on that occasion a Commission was appointed to investigate such claims. I believe that such a Commission had as its President a permanent and experienced Government Official (now Mr. Justice Phelan) and as its members Mr. A. Wood (a leading Merchant of this town), and a Senior District Commissioner.

There was then a trial held and in which "Kisii claims" were made out to traders, and I believe that the Government also recognized the justice of paying Settlers and traders who are in need of their money. I believe that the Government also recognized the justice of paying Settlers and traders who are in need of their money. The rest of the correspondence put in herewith, and scheduled in Annexure B hereto, speaks for itself, and I submit acts out my clients' cases fully and accurately, and I, on behalf of my clients, respectfully pray that you, Right Honourable Sir, will, through a Commission or otherwise, investigate my clients' claims for compensation, and, on behalf of my clients, I respectfully pray that you will see fit to right their wrongs as speedily as possible.

The Right Honourable Secretary of State for the Colonies

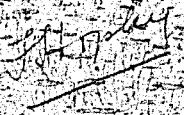
5.

You will see that I am forwarding this application through the Colonial Secretary here, having exhausted all other local sources and endeavour to obtain British Justice for my clients.

I have the honour to be,

Sir,

Your obedient servant

A handwritten signature in dark ink, appearing to be 'J. H. [unclear]', written over a horizontal line.

COPY.

MEMORANDUM

Harok, 5.12.22

To,

Europeans

Indians

Harok, Guabo Ngiro etc.

I am directed by the D.O. Harok Reserve to warn you that an Indian has been murdered (according to report) at Ol Alunga and that you may come into the Harok Boma until the situation is clear.

Please sign envelope as having seen

Sd/- D. E. V. Buxton,

A. S. C. 1/c.

COPY.

Office of the Officer in Charge
Havak Reserve
Havak 6th December 1914

COPY,
CIRCULAR

The following information regarding unrest on the part of a certain Section of the Purko Muran is published for general information:-

A Native Sergt. of the Havak Unit was killed in endeavouring to arrest three Muran who escaped from custody, and one of the escaped prisoners was shot by the Police.

A day or two later the Muran of the Sirit to which the escaped prisoners belong collected from all parts and assembled in the Forest North of Alunga. A party of them killed an Indian Trader near Al Olunga and also a Masai Herdsman near Ngori Ngori.

The Muran are now building a Manyatta in the forest and defying the Authority of Government and their own Chiefs and Headmen. They have threatened to attack any Europeans, Indians, Somalis and their Employees they find, and also local Chiefs such as Masikandi, Logaliabu and Dig. Salpere.

The Muran, who properly number 300 are considered to be dangerous state, and Residents, Traders, Travellers, and others are strongly advised to move into the nearest Government Station, where all possible protection will be afforded them.

The protection of property which is to be abandoned must be left in the hands of the local Riders and arrangements have been made accordingly so far as practicable.

Steps are also being taken to punish the Muran concerned, and a force of Police or King's African Rifles is expected in a few days.

Bd/- R.V. Hemsted,

OFFICER IN CHARGE, Havak Reserve

COPY.

"A"

Paris,

200

8th December 1922,

11.30 P.M.

To,

Messrs. Curie, Webb Shandut,
Muller and De Souza.

Gentlemen,

I have the honour to acknowledge the receipt of your letter just received, & beg to inform you that I shall be pleased to see you at 9 a.m. to-morrow, I note that you wish the escort detained.

I have the honour to be,
Gentlemen,
Your obedient servant,

Edw. H.V. Hemsted.

COPY.

No. 478/AY22

Office of the Officer in Charge,
Masai Reserve,
Moyot, 9th Dec 1922

To,

Tradors of the Masai Reserve,

Harar.

Gentlemen,

With reference to your interview of this morning I have the honour to inform you that as you consider the arrangements made for your protection at Harar inadequate and wish to leave the Reserve, I am arranging for an escort to be ready at 12 noon to-day which will accompany you as far as the borders of the Masai Reserve on the road to Kijabe.

I have the honour to be,
Gentlemen,

Your obedient servant,

BA/ R. W. Hemsted,

Officer in Charge, Masai Reserve.

No. 78/6/22.

Officer of the Officer-in-Charge
Masul Reserve,
Harok, 9th December 1922.

To,
Traders Representatives,
Harok.

Gentlemen,

With reference to your letter of to-day, I have already informed you of the arrangements made for your protection at Harok and I am not prepared to discuss the matter further. You then stated you wished to leave Harok and an escort will be ready at 12 noon as requested.

As regards your property, if you will place everything, other than Live-Stock in your stores, and locks and seal the doors, measures will be taken to safeguard it.

I cannot undertake the custody of Live-Stock, and I suggest either that you leave it in the care of your boys or take it to Quarantine.

I have the honour to be,
Gentlemen,
Gentlemen,

Your obedient servant,

Sd/- P. W. Hamsted,
Officer-in-Charge, Masul Reserve.

COPY.

"A"

No. 78/A/22.

Office of the Officer in Charge

Masai Reserve,

Harak, 9th December 1922.

To,

Traders of the Masai Reserve,

Harak.

Gentlemen,

With reference to our interview of this morning, I have the honour to inform you that as you consider the arrangements made for your protection at Harak inadequate and wish to leave the Reserve, I am arranging for an escort to be ready at 12 noon to-day which will accompany you as far as the borders of the Masai Reserve on the road to Kiab.

I have the honour to be,

Gentlemen,

your obedient servant,

Gd/- R. W. Hemsted

Officer in Charge, Masai Reserve.

COPY

"A"

No. 78/A/22.

Officer of the Officer-in-Charge,
Macaé Reserve,
Marok, 24th December 1922.

To,

Messrs. Hajec Abou & Co.,
Shamudat & Co.,
Mr. J. Muller,
Mr. H. de Souza
Mr. J.E. Currie.

Rijabs.

Gentlemen,

I am at a loss to understand what further confirmation of your interview of the 24th instant is required.

As regards your Live-Stock, I beg to inform you that no details of this were furnish by you but no thefts or losses have been reported.

I have the honour to be,

Gentlemen,

Your obedient servant.

Sd/- R.W. Hemsted.

Officer-in-Charge.

COPY

No. 467/23.

District Commissioner's Office,
Harak.

3rd February 1923.

The Officer-in-Charge,
Masat Reserve,
Harak.

Sir,

With reference to your Nos. 1276/A/23 dated 10th and 31st January, I found Swaha Singh at Karijoo on January 19th. He accompanied my safari to Harogura and has subsequently proceeded to Kijabe. Parahotom was at Harogura on January 22nd and has since been heard of at Kosiro by Mr. Tsigo Aboo. The localities mentioned are not affected by recent disturbances.

Ed/- C.E.V. Buxton

Asst. District Commissioner.

Trading Centre,
At Bardamat.

A Section of the Muran of the Parko E Tribe are out of control and may make attacks on isolated parties or Trading Centre. You are, therefore, warned to be on your guard against possible attacks and advised to proceed to the nearest Government station for protection.

Sgd/

Asst. Dist. Commr. I/O.

Asst. District Commissioner's Office,
I.A.R.A.

7th December 1922.

PRIVATE PROPERTY OF V.F. De Souza which was at the shop
at Ilmelole and which has been looted by the recent
Masai-Moran Raids:-

	Shgs.	Cts.
L. Tin Trunk		
2 Khaki Suits	48-00	
1. Woolen White Jersey	15-00	
2. Flannel Suits	100-00	
2. Sleeping	48-00	
2. Cashmere	120-00	
2. Towels	6-00	
2. Cotton Clothing Suits	40-00	
12. Handkerchiefs	12-00	
1. Dress Black Suit Complete	160-00	
2. White Dress Shirts	36-00	
2. Flannel Shirts	36-00	
1. Canvas fly Tent	120-00	
1. Camp Bed	50-00	
2. Bed Sheets	4-00	
1. Pillow with Pillow Case	2-00	
3. Blankets Ngilen	72-00	
1. Miles Bagko	12-00	
ING UTENSILE		
7. Butteries (Cooking Pats)	84-00	
2. Knives, 3 Forks and 4 Spoons	18-00	
2. Tea Spoons	2-00	
3. spoons (Kitchen) large	4-50	
2. Knives	9-00	
4. Glasses enamel	4-00	
1. Aluminium Tumbler	2-00	
5. Plates	10-00	
4. Soup Plates	0-00	
2. Large Plates	3-00	
3. Enamel Bowls	10-00	
2. (Kitchen Boy) Axes	14-00	
1. " " Panga	3-00	
2. Basins	12-00	
6. Cups Enamel	12-00	
2. " " for water	2-00	
1. Bucket	6-00	
1. Safari Glass Bottle	17-00	
1. Tin Trunk	18-00	
3. Tin Baskets each	27-00	
2. Saw	18-00	

LIST OF LIVE STOCK, HIDES AND SKINS AT JIMBELIN ON 7/12/22.

			Engg. Cts.
94 Sheep and Goats	0	8/6/- each	752-00
7 Male Donkeys	0	24/- "	168-00
18 Oxen	"	22/- "	432-00
121 Foola (Red Jack)	"	6/- "	726-00
1068 Frasilas Hides	"	11/- Frasilas	11748-00
15 Goat Skins	"	1/50 each	38-50
25 Sheep	"	3/- "	75-00
		Engg.	13813-00

LIST OF STOCK AT TABLETS SHOP ON 12-6-23

	Bags, Cts.
6 Blankets No. 9	30-00
4 " " No. 318	24-00
6 Looking Glasses	2-00
1 Blanket Bag	8-00
8. Thucan No. 3002	24-00
2. Tin Tea L.R.	5-00
8. Pangaa	18-00
8. Pangaa	18-00
8 Axes	20-00
4. " without handles.	16-00
4. Kikuyu Knives	16-00
1. Tin Coffee	2-00
8. Cake soap	4-00
95. Lbs. Tobacco	90-00
2. Loads Jaji	28-00
13. Maritini Sugar	24-00
2. Loads wimbi Flour	24-00
4. Loads Sugar	126-00
2. " " Jogri	24-00
12. Lbs. Magadi Soda	6-00
61. Rolls brass wires surditi	49-00
8. Strings-Copper chains	14-00
Geango Beads	20-00
Wire	20-00
4. Loads red earth	16-00
6. Empty Drums	6-00
28. Kikuyu	52-00
50. Lbs. Fencing wire	0-00
15. Strings small heads	18-00
61. " " heads	12-00
4. Iron Sufferias	8-00
5. Aluminibina Sufferias	20-00
5. Big Drums	30-00
5. Empty Keratin Oil tins	6-00
8. Tins KDay	192-00
6. Blankets No. 31A	24-00
5. " " White	16-00
1. Piece Americani	25-00
6. Files	0-50
50. Tins sugar	70-00
18. Loads M. Meal	88-00
1. Load 16 lbs. Tobacco	63-54
6. Loads Maize	24-00
1. Load Jogri (Sugar red)	20-00
5. Lbs. Curry powder	7-50
1 Tin K. Oil	6-50
11b. Tamarinda 30 lbs. D. Rice	7-50
15. lbs. R. Flour 2. Rolls twine	15-00
1. lbs. obani 10. Shikas 6 lbs. glue	31-00
1 load R. Flour 1 load P. Rice	22-00
1. load magadi	24-00
8. pieces, mardur Americani 2. tins	19-00
Coffee.	1424-54

	Brought forward.		
	Elpesia (Copper wire chain)		123-71
	1. load Tobacco - 5 blankets No. 31a - 4 Gonango		76-00
	3. Gonango Red and Yellow - 1 load Sugar 1 load Maize		47-00
	16. String cowrie (Shella) 2 loads M. Meal Flour		28-00
22nd	7. Kibuyya - 15 lbs. Salt 1 lb. Dried Ginger		18-74
	1. load Red Sugar 10. trade twine Tickets 10. hand papers		2-46
	5. tins empty for ghee - 7 Gonango Red - 5. gonango Calaf		15-70
	3. Blankets - 1 load Sugar - 45 lbs. Jagri (red sugar)		47-92
	2. loads Wimbi Flour - 40 lbs. Maize 3. piecan Americani		30-00
22nd	2. Rollu Trade twine - 3. loads red earth		18-60
Apr. 21	1. load maize - Copper wire (Morini) - 3. Pangas		109-72
	7. Elpesia (Copper Chains) 4. Ngonango - 1. Load Sugar		46-00
	1. load Wimbi Flour - 30 lbs. Ration Flour		20-00
	30. lbs. D. Rice - 2. Tins tea - 15 lbs. Salt		19-82
	10. Shuvoa - 1. Jora Americani 2. bottle black paper		55-00
	2. Axes - 1. bar soap - 11. loads M. Meal Flour		59-00
5th	53. lbs. Maize GONGONGO - Gonango Beads		33-24
	10. loads M. Meal Flour - Bonds - Kshah		58-00
	Cash		600-00
or 12th	95. Rounds Beads - 7 white calas - 41lb Shanga (Beads)		77-88
	1. Twine thin - 1. Jora Americani - Chillies		35-00
	10. Ribasia (Copper chain) Norini (Copper chain)		20-00
	1. Score Suarap - 12. Pangas - 3. B.B. Ten		98-00
	Iron Morini - 12. Tobani		8-00
			2888-36

"B" No. 3 continued

	4. Mardafa - 8. Ngonango - 3. tins Coffee - Dhall Flour		22-00
	Broom - 1 load 15 lbs. Tobacco - 1 load Maize		53-50
	1. Nwale Bazarri - 1. pad lock - 7 lbs. D. Rice, ghee		19-50
	1. Load Ration Flour - 1. load Rice - Kerosine Oil		48-00
	1. bundle Iron wire - 5 lbs - 1 load Nagadi 1. ld. Maize		71-00
	1. load sugar - 10 loads M. Meal Ngonango Waste papers		94-00
	2. empty tins - 45 lbs. M. Ghee - Wakata papers		18-24
	Shanga Bonds - 12. empty drums 16. lbs. Maize Flour		144-00
	3. loads Red Earth - 2. lbs. Sugar 4. lbs. Maize		108-00
	2. lbs. Wimbi Flour - 1. ld. Tobacco - 3. lbs. Ghee		60-00
	1. ld. Ration Flour - Cash Shs. 400/-		400-00
	2. FF. Coconuts Soap - 5 lbs. duffu 1. Pkt. Matches		84-50
	1. Empty powder - 1.34. Empty Gunny Bags		140-00
	Cash 136 loads from Kijaha - 25 Dulele thence to		
	Limalala 0 1/2 p.m.		
		Total Shgs.	4716-10

List of goods found at H. H. W. Shop on inspection with the Police
Constables on 14th / 3 / 1932.

100	Small Soap	25-00	3. Biscuits	40/-		
10	Black Soap	22-00	3. Rice	10 Yds	American	74-20
21	tin Milk	Small 5-25	6 Pkts	Hudson salt	2-00	
13	tin Tea	2-00	2 tin	Mustard	1-50	3. Blue line Juice
8	tin Fruit	in Syrup	32-00	2. Cash	Herrings	3-00
1	backing paper	2-00	1 tin	Mustard	1-50	3. Blue line Juice
2	Both Vinegar	8-00	15. B. in	Black pepper	1/2 lb	
6	tin sardines	2	boxes	1 tin	sheep tounge	3 tin
1	pkt Sparklets	3-00	1 tin	Mustard	1-50	
8	tin coffee	small	4-00	4 tin	Coffee	large
10	Pkts. Matched	5/-	8 Axes	28/-	15	pangas
15	stringe red	Beads	26 1/4	28	Stringe	Blue Beads
10	Stringe	black and white	beads			
2	Stringe	blue & white	beads			
1	Rolls	BRASS WIRE	Copper wire	6/-	15	Rolls
2	tin	ghee	60/-	2	tin	honey
1	load	Magadi	24/-	9	loads	sugar
1	lds	D.K. Rice	36/-	2	lds	Alwa rice
1	load	Brown Sugar	24/-	2	load	Native tobacco
70	lds	M. Meal	350/-	2	suffurias	6/-
1	tin	K. Oil	7/-	10	lbs	Gorry powder
1	weighing	scale	300	lbs	90/-	2
2	lds	Wimbi	12/-	5	lbs	Ring Beads
16	copper	Chains	32/-	2	iron	Files
1	load	fine Flour	13/-	2	Byphen	Estiles
1	Fraula	W. Papers	Quant			
15	Stringe	Beads	H. H.	15/-	70	Marstine
20	Lbs	Rock salt	6/-	7	drums	small
2	lds	red earth	18/-	2	tin	Biscuits
1	pkts	candle	4/-	1	box	Zig-zag papers
12	pkts	R. H. Tobacco	16/-	1	Roll	bedding wire

"C" (2) continued

1990-39

Total Rs.

2174-39

Received from the Assistant District Commissioner 1/c Harok.

84 Sheep and Goats.

Shgs. 672-00.

7 Male Donkeys.

168-00.

12 Oxen.

288-00.

Cash (given Credit in a/c received from A.D.C.)

278-96.

Shgs. 1406-96.

Shortages as follows:-

10 Sheep and Goats.

6 Oxen.

121 Fowls.

1063 Various skins.

15 Goat skins.

25 Sheep.

SCHEDULE

FBI

	Shgs. Cts.
For goods lost at Dalele	703-20
For goods etc. lost at Ilmelele	18269-14
For loss and injury to business for three months-general damages	900-00
For loss of Grang-Huts	<u>300-00</u>
	<u>Shgs. 20172-00</u>

CLAIMS FOR LOSS AND DAMAGES SUSTAINED BY THE MASSAI RISING IN
DECEMBER 1922

STATEMENT OF CLAIM OF FRANCIS XAVIER DECOUZA
OF ILMELELE.

The claimant abovenamed states as follows:-

220

1. That he had a shop at Ilmelele since 1926 and has been a trader in the Masai Reserve since 1914.
 2. That he also had a Hawker's License for part of November 1922.
 3. On or about the 15th November 1922, the Claimant, not desiring to renew his hawker's license, brought all the goods in his hawker's camp and stored them in his shop at Ilmelele. He made a list on that date of the goods so brought into the shop and entered the same in his Books at Ilmelele.
 4. On or about the 27th November 1922, he came to Mairasha on business, leaving his boys in charge of the shop at Ilmelele.
 5. At Mairasha, on or about the 8th of December, his boys came to him at Mairasha and reported that the Masais had looted the shop and that they ran away to save themselves and to report to the claimant.
 6. On or about the 11th March 1923, the Claimant returned to Ilmelele in company with an Askari No. 7386, supplied by the authorities, and discovered that all the goods in his shop had been looted and his books of account destroyed or removed.
- The claimant attached hereto a Schedule showing to the best of his belief the goods that were in the shop at the time of the looting and valuation thereof.
- The Claimant's store building and houses have been damaged to the extent of shillings one hundred.
- The claimant has been deprived of his means of existence by the looting and claims damages therefor, which he assesses at Rs. 300/- including loss of wages and expenses and loss of business for three months.

CLARENCE P. X. De Souza

221

SCHEDULE

Shgs. Cts.

1.	Stock taken from Hawker's Camp to Ilmslolo on 15-11-22.....	1050-00.
2.	Goods:.....Hides 80 fragles @ 20 lbs. @ 19/4.....	1560-20.
	1 Tent and ground sheet.....	100-00.
	30. Empty Bags,.....	30-00.
3.	Stock in shop at Ilmslolo:-	
	100 Fragles Hides @ 17/.....	1700-00.
	1 Canvas Tent with fly and verandah.....	400-00.
	Other Sundries Goods in shop.....	3000-00.
4.	Damages for to the Store-Building.....	100-00.
5.	Damages for loss of occupation and expenses of wages for boys and self @ Shgs. 380/- per month, for three mos.	900-00.
6.	Personal effects.....	180-50.

 Total Shgs. 10219-70

COPY.

Nairobi.

14th April 1924.

223

The Officer-in-charge,
Masai Reserve,
N.A.F.O.K.

Sir,

re; Masai claims for compensation,
Francis Xavier De Souza of
Ilmalele in the Masai Reserve.

I am now acting for the above-named Claimant who informs me that his claim amounting to Shs. 10,200/70 has been rejected by the Commission appointed by the Government on grounds and reasons not yet known to my client.

I shall therefore be glad if you will kindly let me know such grounds and reasons on which my client's claim was disallowed by the Government.

Please also let me have the Certified Copies of the proceedings of the investigations made by the Commission in respect of my client's claim - I undertake to pay copying charges (if any).

Please treat this matter as most urgent as my client wishes me to push this matter further as he seems to be extremely aggrieved and disappointed by the Commission's decision in rejecting his just and lawful claim.

I have the honour to be,

Sir,

Your obedient servant,
Ed/- F. Hopley.

COPY

No. 922/Vol. 2/24

Office of the Officer in Charge

Masai Reserve

Narak, 22nd, April 1924.

F. Hopley Esq.,
Care of Messrs,
HAIRBRI

Sir,

re: Claim - Francis Xavier de Souza

I have the honour to refer you to my letter No. 922/Vol.
2/24 of the 1st April 1924.

Yours faithfully,

BA/-

A.F.D. O.

For Officer in Charge, Masai Reserve

GOODS FOR TRADING PURPOSES.

Goods bought from Messrs. Popatlal Anandji & Co., from		
Botik on 12.9.1922, as per Gujarati Invoice.		
Maize flour 7 loads at Bhs. 4/- per load.....	Bhs. 28	00
Shigings (wire) Lbs. 5 at Bhs. 90/- per 100 Lbs.	54	00
Blankets five at Bhs. 70/- per 20.....	17	50
American one piece.....	30	00
Buka 10 at Bhs. 52/- per twenty.....	52	00
Money 2 tin.....	54	00
Ex Wangia three at Bhs. 48/- per Dozen.....	12	00
Empty bags ten at Bhs. 1/- per bag.....	10	00
To labour for sending goods to Lemik.....	21	00
	Bhs. 242	50
Goods bought from Messrs. Anglo Baltic		Bhs. 248
Timber Co., at Lemik, on 21.11.22, as per invoice.		
Two loads Native Tobacco.....	160	00
Two Score Blankets No. 9.....	200	00
One Score Sukas No. 3002.....	35	00
54 Lbs. Wire No. 7.....	34	00
	Bhs. 468	00
Goods bought from Messrs. Anglo Baltic Timber		Bhs. 468
Co., at Lemik, on 27.11.22, as per invoice.		
Four score Blankets No. 51 at 120/- Bhs.		
per one score.....	480	00
Three score blankets No. 9 at 140/- per score.	420	00
Two score " " 44 at 75/- " " "	152	00
One & half score blankets No. 450 at 75/- " "	114	00
Three score Sukas No. 3002 at Bhs. 65/- " "	220	00
Two score Sukas No. 2500 at Bhs. 50/- " "	100	00
One " " " 225 " " 35/- " "	35	00
Two Dozens Panga Bhs. 44/- per Doz.....	88	00
1 1/2 Dozen axes at Bhs. 66 per Doz.....	99	00
Sixty four Lbs. wire No. 7.....	54	00
Ten Loads M. Meale at Bhs. 6/- per load.....	60	00
	Bhs. 1822	00

Total Bhs. 2533-50



GOVERNMENT HOUSE
NAIROBI
KENYA

No. 71.

CONFIDENTIAL

22nd May, 1925

28437

REC
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Sir,

I have the honour to transmit a Patition from Bhulla Singh, late Artisan, Uganda Railway, appealing against a decision that he was not entitled to the Long Service Gratuity from the Uganda Railway Provident Fund on the termination of his appointment.

2. Bhulla Singh joined the Uganda Railway in 1902. He returned to India in 1910 and rejoined after a period of 9 months. His break of service, therefore, being over 6 months makes him ineligible for the gratuity in question.

3. The arguments submitted by the petitioner as to his reasons for not rejoining within six months have no bearing on the case. In 1910 there was no question of a break of service the gratuity not being in existence. Artisans of this class were paid off after the expiration of their period of service and returned to India. If later they wished to serve again and there was a vacancy, they were re-engaged and started service afresh. This practice is still in

RIGHT HONOURABLE

LIEUTENANT COLONEL

L. C. M. S. ALBY, F.C., H.P.

SECRETARY OF STATE FOR THE COLONIES,

DOWNING STREET,

LONDON, S.W.

in force. Later in 1914 the Provident Fund Rules were revised and provision made for regarding long and faithful continuous service by gratuity. This naturally led to a review of individual records and to the discovery that in almost all cases of Artizans there had been breaks at various periods. These breaks were of various durations, but, however short, they broke the continuity of service and were held to debar the men from participation in the Gratuity Scheme. This was one of the grievances which was settled after the strike of Artizans on the Uganda Railway in 1914 and was recognised, viz Colonial Office despatch, Confidential, of 23rd November, 1914 to the extent that service should be regarded as continuous if no break exceeding six months occurred between each period of service.

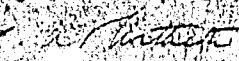
I consider that this decision should be applied with consistency. A departure in this case would necessitate a consideration of similar claims in the cases of men still in the service and of many who have left the service.

It will be observed that the petition is dated the 25th December, 1925, and the delay in submission to you has been caused by Bhuria Singh failing to submit the required copies until recently owing to his absence in India.

I have the honour to be,

Sir,

Your most obedient, humble servant,



GOVERNOR'S DEPUTY,

Nairobi,

25th December 1923.

To,

The Secretary of State for the Colonies,
LONDON.

Through:-

His Excellency the Governor,
Kenya Colony and Protectorate,
N A I R O B I.

Sir,

I most humbly and respectfully beg permission to approach you on the subject of my Long Service Gratuity which I feel convinced is rightfully due to me.

2. I herewith attach file of correspondence which has passed between myself and the Local Government here, the perusal of which, I am confident will lead you to come to a just decision.

3. It is needless for me to add that the act of sending petition of this nature to you is not calculated to undermine the authority of the Local Government, but is irresistibly a course of compulsion which inspires confidence in the mind of aggrieved employes to realize that there is a Great Court of Appeal where pure justice unfettered by any consideration as to the silliness of mightiest of a man's position is absolutely assured.

4. I had amply proved that the legged break in my service was through no fault of mine and that the responsibility entirely rests with the Railway Administration.

5. I have since discovered that in fact at the time of my going on leave in 1920 there were leave rules in force on the Uganda Railway according to which I was entitled to about four months leave with pay combined with five months leave without pay, in which case of course the question of break in service would not have arisen at all, but the Railway Administration having taken advantage of my ignorance owing to my illiteracy only gave me six months leave without pay.

6. I venture to think that the Local Authorities are convinced in their own mind that my claim is a correct one, for they have been unable to advance any valid reasons for disallowing the same. There is a notion prevalent that my claim if allowed will be followed by a number of others entailing a large financial outlay, but I am sure that this is not the case as all old employes of the Uganda Railway have left the country and in any event this consideration should not deprive me of what I consider is justly due to me.

I beg to remain,

Sir

Your most obedient and humble servant.

ADDRESS:-

Mhulla Singh,
Late Erector, Uganda Railway,
C/o Mr. A.R. Patricio,
Naurhia Ram's Buildings,
Race Course Road, Nairobi.

Mhulla Singh

19th. July. 1923.

To,

The Honourable
The Colonial Secretary,
Kenya Colony and Protectorate,
NAIROBI.

Sir,

With reference to your letter No. S. 18816/1923/27 dated the 21st June last, I regret to have come to the conclusion that my humble petitions to you are not even perused by you.

2. In my letter dated 15th June last, I never asked for any variation of the decision announced. All I asked was the reasons for disallowing my claim, as I intended to submit a comprehensive memorandum on the subject to the Secretary of State for the Colonies.

3. The letter No. S. 18817/1923 dated the 17th of December 1921, referred to in your above, is not a letter from the General Manager as stated but is from the Chief Mechanical Engineer. The said letter conveyed to an ordinary mind no reason whatever for the decision arrived at but merely constitutes a curt refusal.

4. May I once again ask you to be kind enough to let me know the reasons which guided you to fall in line with the arbitrary decision of the Railway Authorities.

I beg to remain,

Sir,

Your obedient servant.

Ex: Director - Uganda Railway
Workshops.

Address:-

Bulla Singh,
C/o Dhirta Ram,
Goldsmith,
River Road,
Nairobi.

THE SECRETARIAT.

NAIROBI, KENYA.

P. O. Box No. 132.

When replying please quote
No. S. 18816/703/27, and date.

21st. June, 1923.

Sir,

With reference to your letter dated the 18th instant, I have the honour to inform you that my letter No. S. 18816/703/23 dated the 25th of April, 1923, upholds the decision conveyed to you in the General Manager's letter No. E. 2/D. 57/19711 dated the 17th of December, 1921,

2. I regret no variation interest can be considered.

I have the honour to be,

Sir,

Your most obedient servant,

Sd/- H. Isaacs.

For: AG: COLONIAL SECRETARY.

Mr. Bhulla Singh,
C/o Dharta Ram,
Goldsmith,
Nyeri Road,
Nairobi.

Nairobi

18th June 1923

233

To, The Honourable
The Colonial Secretary,
Colony of Kenya & Protectorate,
N A I S O B A.

Sir,

I beg to acknowledge the receipt of your letter No. S. 18810/793/23 of the 28th April last, which is a mere refusal to reconsider my case without giving any reason therefor or throwing further any light on the subject.

I respectfully submit that I had given a complete answer to the points raised in your letter No. S. 18810/793/20 dated the 6th October 1922 and as in the absence of any further reasons being given I feel that my case has not received the consideration it deserves.

I have decided to refer the whole matter to the Secretary of State for the Colonies and should be obliged if you will kindly let me know any reasons on which you have arrived at the conclusion contained in your letter under reference.

I beg to remain,

Sir,

Your most obedt. servant.

Director, Uganda Railway
Mombasa.

Address:-

Manila Singh,
C/o Mirza Ram,
Goldsmith,
River Road,
Nairobi.

THE SECRETARY,

231

NAIROBI, KENYA.

P. O. Box No. 132.

When replying please quote:-

No. B.18916/793/45 and date.

16th. April. 1925.

Sir

With reference to my letter No. B.18916/793/45 of 16th instant, I regret it is not possible to reconsider the decision already conveyed to you that His Excellency is unable to interfere with the decision arrived at by the General Manager.

I have the honour to be,

Sir,

Your most obedient servant,

3d/- W. Ingham.

For A.D. OFFICIAL SECRETARY.

Mr. Shullie Singh,
C/o Dairya Bazar,
Goldenberg,
River Road,
Nairobi.

THE SECRETARIAT,

NAIROBI, KENYA. 235

P. O. Box 132.

When replying please quote:-

No. S. 18916/793/19 and date.

April 16, 1923.

Mr. Bhulia Singh,
Late Erector, Uganda Railway
C/o Dhirta Nam,
Coldwater,
River Road,
Nairobi.

Sir,

Reference your petition dated March 5, 1923

Certain amendments to the Uganda Railway
Provident Fund Rules have been submitted to the Secretary
of State for His approval.

I will address a further communication to you
on receipt of a reply.

I have the honour to be,

Sir,

Your obedient servant,

Hd/- W. Izard,

for Ag. Colonial Secretary.

THE SECRETARIAT,

Nairobi.

Kenya.

5th March 1953.

No. S/A/
K/LD816/795.

200

The Colonial Secretary presents his compliments
and has the honour to acknowledge the receipt of your
letter No. of the 5th instant on the subject of
Long Service Gratuity.

To,

Bhulla Singh,
Late Erector, Uganda Rly.,
c/o Mirtha Ram,
Goldsmith,
River Road,
Nairobi.

Nairobi,
6th. March 1923.

The Honourable
The Colonial Secretary,
Colony & Protectorate of Kenya,
N A I R O B I

Sir,

Unexplicable de-
lay and contradic-
tory letters as
my appeal
having reached

I respectfully beg to state that your
letter No. 8, 18810/793/10 dated 3/12th October 1922
reached me only on the 13th idem.

On the 13th October, however, not having
heard anything in reply to my appeal which was sent
on the 16th August 1922, I submitted a reminder to
His Excellency through his Private Secretary and
received a reply saying that my petition had not
reached His Excellency & I was asked to send a
copy of my petition, which instructions were com-
plied with. This led me to believe that there was
probably some misunderstanding as to the procedure
and eventually I received a reply on the 1st Decem-
ber last from the Private Secretary saying that your
letter dated the 3/12th October represented His
Excellency's reply.

Unexplicable de-
lay and contradic-
tory letters as
my appeal
having reached

I now realize that His Excellency being
too busy with other important State matters to
personally study lengthy appeals of individuals, es-
pecially of the extremely humble ones as myself,
the procedure is that the Honourable the Colonial
Secretary or one of his Assistants deal with matters
of this nature and the conclusions at which such
officer arrives are sent to His Excellency for his
endorsement as a matter of course.

Information

It is stated that there was a very reasonable
expectation raised in the 3rd paragraph of your letter
I wrote to the proprietors of the Indian asking them to try and
obtain the... of the... Company's

office the correspondence showing that I had actually booked my passage to return to this country by the first boat in July 1911 but had to cancel the same on receipt of the loco Superintendent's letter dated the 10th June which I received in India at the end of June when I had made full preparations to leave for Bombay. In fact had the loco Superintendent's letter been late in reaching me for a day or two I should have left my village for Bombay, sailed by the steamer on the 1st or 2nd of July and would have resumed my duty by the middle of July.

I could not
in July
on far 31
my delay.

Having received the loco Superintendent's letter dated the 10th June, I naturally considered myself in the hands of the Railway's Agents at Karachi and I could hardly dictate to them to book my passage by a particular boat. One of the reasons for three and half months delay in booking my passage as explained to me at the Agents' office at Karachi was that they had instructions from Nairobi to book my passage of a batch of Artisans by one steamer so that the whole batch could come together. The delay was necessitated in collecting the batch. They would not book the passage of one or two men at a time and this is still the practice on the Uganda Railway.

commentary
of the book
my passage
is not
able.

Unfortunately my people in India have not been able to find the correspondence mentioned above and they also inform me that there is no sign of the Steamship Company in question in Bombay. In those days there was only one regular service and

that

that was the German Steamship Company whose offices have been abolished since the war.

The above is merely to explain the reason why I am addressing you on the subject nearly five months after the receipt of your letter dated the 6/12th October last.

After having gained knowledge of the procedure of correspondence an appeal to His Excellency I am perfectly prepared to resign my fate to your decision or that of Mr. Northcote the officer who has apparently been dealing with my case.

In fact your letter No. 3-18815/793/10 dated the 6/13th October last is the first letter which I have received giving me some apparent reason for disallowing the privilege which shows me some light; otherwise all previous answers from the Railway have consisted of mere curt refusals.

In your above letter the above facts have been addressed so arbitrarily that it makes the query very easy of solution and I submit that the following points have to be examined to arrive at a correct conclusion:-

- (1). Was there a break in my service and if so for what period?
- (2). Would such break disentitle me to the Gratuity?
- (3). Was the breach due to my negligence or due to the failure of the Railway's agents to book my passage in order to suit the convenience of the Railway?
- (4). Does the concession granted in 1914 as mentioned in 4th paragraph of your letter have retrospective effect or only for the cases since 1914?
- (5). Had any hint or indication ever been given to me by the Railway to the effect that the continuity of my service had been broken?

I am writing
the letters at
an late date.

resign my fate
the decision
Mr. Northcote.

not reasoned
after was from
Honourable
Colonial Secy

acts to be
analysed.

ANSWERS.

was the Loco
Superintendent
Robi's letter
which stopped me
on returning
within 6 months.

(1) I submit that there was no breach at all. The Railway gave me six months' leave on the 28th January 1910 with a promise to re-engage me if I returned within six months. On the 10th June 1910 the Loco Superintendent wrote a letter to me which superseded the arrangement contained in his previous letter dated the 28th January 1910 and placed me in the hands of the Agents. The only obvious conclusion to which any fair minded person could come to, would be that by their own action the Railway extended my leave without pay until such date as their Agents could arrange to send me out. From the day I received the Loco Superintendent's letter I was actually in the employment of the Railway; the question of actually resuming my duty depended on the arrangement of the steamer by which I could be sent out here.

and all I could
come out at once.
I was in the
net of Agents.

On receipt of the letter from the Loco Superintendent at the end of June I wrote at once to the Agents at Karachi asking them if they had also received an intimation from Nairobi and also asking them the date when I should present myself in Karachi for sailing to Africa. It was after this that I received the Agents' letter dated the 12th July 1910.

The three and half months that I wasted in India without any employment or remuneration was due to the action of the Railway's Agents for which I should have been compensated rather than penalised.

The reason for the change in the mind of the Railway Authorities in altering the arrangements under which I went should be best known to them. The only reason which appears to me was that instead of engaging me locally they wished to engage me on a three years agreement.

In.

be sent out in batches and not in ones and twos.

It is true that the gratuity rules were only introduced in 1914 but I had from the very commencement of my service kept in view the fact that the continuity of service especially in the Government service was the first principle to be observed. It tended to an increase of pay, better treatment and good testimonials for unbroken service.

I had also realised at the time and had always been under the belief that the Railway will not send me away without any kind of reward for my long service as even the Shopkeepers and other Mercantile took into consideration the long unbroken service of their faithful employees and rewarded them accordingly.

(3) The answer is very simple. In practice the 1914 gratuity rules have all along had retrospective effect otherwise all employees prior to 1914 would have been excluded entirely.

(5) The only reason why I remained in the Railway service for 30 years was that I was always under the belief that my service was continuous. Had any indication been given to me that I was considered to have commenced from 10th November 1910 and that my previous service was all wasted I should have undoubtedly looked for the betterment of my prospects elsewhere when I was not so old as I now am.

In conclusion I trust that I have made my case perfectly clear and I have every hope that your keen eye will at once see the gross injustice that has been done to me. There can be no worse case of ill-treatment than mine. I, who during the period of 30 years, has not thought of leaving the Railway service for one day and has been allowed to

1. I have to
2. I have to
3. I have to
4. I have to
5. I have to

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4. I have to
5. I have to

7.
22
210
remain in a sense of absolute security throughout
but at the last moment the first intimation is
given to him that a certain alleged breach of
service which took place eleven years ago through
the action of the Railway itself ruined the whole
of my service.

I hope to hear favourably from you
before long.

I beg to remain

Sir,

Your obedient servant.

Late Erector - Apt. 16, 37/110
(Artisan Class "A")

ADDRES:-

Shella Singh,
Late Erector, Uganda Ry.,
O/a. Gurta Ram,
Goldsmith,
River Road,
Nairobi.

COLONY & PROTECTORATE OF KENYA.

GOVERNMENT HOUSES

NAIROBI,

KENYA, EAST AFRICA.

1st November 1922.

No. 4/1360

Sir,

With reference to your letter of the 20th October, I find that on investigation your petition was considered by His Excellency the Governor and a reply No. B. 18216/293/10 of the 6th October was sent you in reply thereto.

I have the honour to be,

Sir,

Your obedient servant,

Jd. S. A. T. Dutton,

MAJOR,
PRIVATE SECRETARY.

Walter Singh,
c/o Dhirta Ram,
Goldsmith,
River Road,
Nairobi.

Nairobi,

245

20th October 1922.

To,

The Private Secretary,
to His Excellency the Governor,
Government House,
Nairobi.

Sir,

With reference to your letter No. 1330 of the 14th instant, I beg to enclose herewith a copy of my Petition dated the 15th August last, addressed to His Excellency the Governor, regarding the payment of Long Service Retiring Gratuity, as desired.

2. Trusting His Excellency will be so good as to give my case his sympathetic consideration and awaiting to receive a favourable reply.

I beg to remain,

Sir,

Your most obedient servant.

Late Erector - Agreement No. 3713
(Artisan Class "C")

Address:-

Bhulla Singh,

Late Erector, Uganda Ry.

C/o Dhirta Ram,

Goldsmith,

River Road, Nairobi.

NAIROBI,

KENYA, EAST AFRICA.

No. H/1330.

14th October 1922.

Sir,

I am directed to acknowledge the receipt of your letter of the 12th instant regarding a Petition you addressed to His Excellency on the 16th August last and to inform you that the Petition has not yet reached His Excellency.

Would you therefore kindly forward a copy.

I have the honour to be,

Sir,

Your obedient servant,

Sd/- R. A. T. MURPHY

MAJOR,
PRIVATE SECRETARY.

Bulla Singh,
C/o Dhira Ram,
Goldsmith,
River Road,
Nairobi.

Nairobi, Kenya.

When replying please quote:-

No. S. 18216/193/10 and date.

5th October, 1922
12th

Sir,

With reference to your letter of the 16th August, on the subject of your claim for a gratuity in respect of your service on the Uganda Railway, I have the honour to state that His Excellency has considered your petition.

2. I have to point out that when you proceeded on long leave in 1910 no break in service was allowed for gratuity purposes but a concession up to six months was given in 1914. With regard to your return from leave there appears to have been no negligence on the part of the Railway Authorities.

3. Your re-engagement depended on your return within six months of January 1914, when re-engagement to be made locally. Had you therefore been returning by July 1914 it would have been necessary for you to have left your village prior to the date of which the Uganda Railway Agents' letter dated Nairobi July 12th could have reached you. No proof whatever is forthcoming that you made any effort to bring about your return to this country before July 27th, in fact your plea of the Agents' letter referred to points to the contrary.

4. In the circumstances therefore His Excellency is unable to interfere with the decision arrived at by the General Manager.

I have the honour to be,
Sir,
Your most obedient servant.

Yours faithfully,
G. A. S. Northcote,
for Colonial Secretary.

Mulla Singh,
C/o Dhirta Ram,
Goldsmith,
River Road, Nairobi.

REGISTERED

Nairobi,

14th October 1922.

To,

His Excellency the Governor,
Colony & Protectorate of Kenya,
Nairobi.

Thru:

The Private Secretary
to H. E. the Governor,
Nairobi.

Your Excellency,

I most respectfully crave leave to refer you to my petition dated the 13th August last, regarding the payment of long service retiring gratuity, and shall be glad if you will please be so good as to take into my case and favour me with a reply hereto at your early convenience.

I might add that nearly two months have elapsed and to far I have only received an acknowledgement from the Colonial Secretary to the above referred petition.

Hoping to be excused for encroaching upon your valuable time.

I beg to remain,

Your Excellency's

Most obedient and humble servant.

Late Erector-Agreement No. 57213.
(Artisan "C").

Address:

Bulla Singh,
Late Erector, Uganda Ply.
C/o Bhirta Ram,
Goldsmith,
River Road,
Nairobi.

4. As I am not satisfied with the reasons for this totally unexpected decision of the Acting General Manager and with the grounds on which he based his ruling - as in effect there has been no break of service - I, in January last, appealed to the General Manager (Mr. J. Cooper) with a view that he would go thoroughly into my case and grant me the boon craved for, but this too, to my regret, was met with no avail.

5. It is an admitted fact that I was absent for about nine and half months in 1910, but a reference to my papers will reveal the fact that the absence referred to above was entirely due to negligence on the part of Railway Authorities in issuing instructions to the Agents in India to re-engage me on a 3 years agreement and at the same time a letter to me to that effect. In addition, I was already being on six months leave granted me from the 20th January 1911, with a promise that on my return to the colony after the expiry of the said leave from the date of sailing, I will be re-engaged locally and so preserve the continuity of my service.

6. My contention is that in the ordinary course I would have returned to duty a few days prior to the expiration of my leave in the same manner as I did on a previous occasion. The fact that I was detained for another three and half months is solely due to the subsequent arrangement in regard to my re-engagement and to the Agents in India's inability in not sending me out earlier than the 10th November 1910. Further the letter from the Agents in India dated the 11th July 1910 clearly proves that they (the Agents) were not in a position to book a passage for me before four months from the date of writing the said letter to me.

Appendix

Appendix

Appendix

Appendix

7. Your Excellency will, therefore, perceive that the period of delay in excess of six months' leave originally granted me was due to no fault of mine and humbly submit that I should not be penalised for the failure of the Railway Agents to book my passage on the due date. In the circumstances the period during which I was compelled to overstay my leave for want of a passage should not constitute a breach to interfere with the continuity of my service.

8. Apart from the reasons stated above, I consider it would have been better a favour done to me if I had been acquainted in 1910 of the above intention than to allow me without the least hint or suspicion of the Government in store for me to continue in service for 11 years and 9 months more. It was unthinkable then that the worse was awaiting me on my return from the service and in my old age. This failure of action consequently was so grave that the idea of a "break in service" was not conceived by the Chief Mechanical Engineer until 12th November 1921.

See Appendix

9. In the circumstances explained above, I beg to leave the matter with you in the firm belief that this petition will be honoured with your profound consideration and grant me the recompense for over 20 years faithful service and thus relieve me from the greatest anxiety and need.

Thanking you in anticipation and respectfully apologising for encroaching your valuable time.

I beg to remain,
Your Excellency's
Obedient & Humble servant

Address:-
Bhulla Singh
Late Erector, Gwanda Rly.
C/o British Alas.
Colony,
River road, Natalpi.

Ed/- I. C. Bhulla Singh
Late Erector - Agreement No.
37215. (Artisan "C")

COLONY & PROTECTORATE OF KENYA

GOVERNMENT HOUSE

NAIROBI

KENYA, EAST AFRICA.

No. H/1330.

14th October 1922.

Sir,

I am directed to acknowledge the receipt of your letter of the 12th instant regarding a Petition you addressed to His Excellency on the 16th August last and to inform you that the Petition has not yet reached His Excellency.

Would you therefore kindly forward a copy.

I have the honour to be,

Your obedient servant,

H. A. W. GILLEN
MAJOR,
PRIVATE SECRETARY.

Dalla Singh,
c/o Dhirts Nam,
Goldsmith,
River Road,
Nairobi.

When replying please quote:-
No. 9.18816/193/10 and date.

5th October 1922
12th

Sir,

With reference to your letter of the 16th August, on the subject of your claim for a gratuity in respect of your service on the Uganda Railway, I have the honour to state that His Excellency has not considered your petition.

2. I have to point out that when you proceeded on your leave in 1910 no break in service was allowed for gratuity purposes but a concession up to six months was given in 1914. With regard to your return from leave there appears to have been no negligence on the part of the Railway Authorities.

3. Your re-engagement depended on your return within six months of January 29th, when re-engagement to be made locally. Had you therefore been returning by July 27th it would have been necessary for you to have left your village prior to the date of which the Uganda Railway Agents' letter dated Karachi July 12th could have reached you. No proof whatever is forthcoming that you made any effort to bring about your return to this country before July 27th, in fact your plea of the Agents' letter referred to points to the contrary.

4. In the circumstances therefore His Excellency is unable to interfere with the decision arrived at by the General Manager.

I have the honour to be,
Sir,
Your most obedient servant.

Jd/- G. A. S. Northcote.
for Colonial Secretary.

Mulla Singh,
C/o Dhirta Ham,
Goldsmith,
River Road, Nairobi.

REGISTERED

Nairobi

12th October 1922

To

His Excellency the Governor,
Colony & Protectorate of Kenya,
Nairobi.

Through

The Private Secretary
to His Excellency the Governor,
Nairobi.

Your Excellency,

I most respectfully crave leave to refer you
to my petition dated the 10th August last, regarding the
payment of Long Service Retiring Gratuity, and shall be
glad if you will please be so good as to see into the same
and favour me with a reply at an early con-
venience.

I must add that nearly two months have elapsed
and so far I have only received an acknowledgment from
the Colonial Secretary in the form of a referred petition,

I am hoping to be excused for encroaching upon your
valuable time.

I beg to remain,

Your Excellency's

Most obedient and humble servant,

Late Erector-Agreement No. 37213.
(Artizan "D").

Address

Bulla Singh,
Late Erector, Uganda Ry.
C/o Bhirta Ram,
Goldsmith,
River Road,
Nairobi.

No. B/A/

S. 18816/793

THE SECRETARIAT

Nairobi.

Kenya

18th August 1922.

The Colonial Secretary presents his compliments and has the honour to acknowledge the receipt of your letter to of the 16th instant on the subject of Long Service Gratuity.

To

Shull Singh Esq.,
c/o Maria Ram,
Goldsmith,
R.F.P. Road,
Nairobi.

To,

His Excellency the Governor,
Colony and Protectorate of Kenya,
Nairobi.

Through:-
The Colonial Secretary
to the Government,
Nairobi.

Your Excellency,

Re: Long Service Gratuity.

I beg to approach you most respectfully, with the humble request that you will kindly cause an enquiry to be made into my case, which is stated below in brief, and favour me with your decision thereon at your convenience.

1. I joined the Uganda Railway service on the 19th April 1902 as Artisan on No. 30/- plus free rations per month or 1s. 5/- in lieu of rations, in the same office. I have completed over 30 years in the same service, I, in June 1931, having attained the age limit of 35 years, was served with a month's notice ending 10th July 1931, under clause 13 of my agreement, and was granted 4 months and 3 days privilege leave earned, with effect from 11th July 1931.

2. According to rule 47 of the Provident Fund Rules I was entitled to payment of Long Service Retiring Gratuity at the time of my settlement, but as no action in this respect was taken by the Railway Authorities, I, in the months of August and November 1931, approached the Chief Mechanical Engineer for same, but was considerably surprised and shocked to learn that the then Acting General Manager (Mr. H. S. Brown) could not grant me the

Long Service Retiring Gratuity on the plea that "as the applicant had a break of service of over nine months it is inadmissible".

A.B.C.

4. As I am not satisfied with the reasons for this totally unexpected decision of the Acting General Manager and with the grounds on which he based his ruling - as in effect there has been no break of service - I, in January last, appealed to the General Manager (Mr. S. Cooper) with a view that he would go thoroughly into my case and grant me the boon craved for, but this too, to my regret, was met with no avail.

5. It is an admitted fact that I was absent for about nine and a half months in 1910, but a reference to my papers will reveal the fact that the absence referred to above was entirely due to negligence on the part of Railway Authorities in issuing instructions to the Agents in India to re-engage me on a 3 years agreement and at the same time a letter to me to that effect, in which it was already being intimated that leave granted from the 24th January 1910, with a proviso that on my return to the work after the expiry of the said leave from the date of writing, I should be re-engaged locally in order to preserve the continuity of my service.

6. My contention is that in the ordinary course I would have returned to duty a few days prior to the expiration of my leave in the same manner as I did on a previous occasion. The fact that I was detained for another three and a half months is solely due to the subsequent arrangement in regard to my re-engagement and to the Agents in India's inability in not sending me out earlier than the 10th November 1910. Further the letter from the Agents in India dated the 11th July 1910 clearly proves that they (the Agents) were not in a position to book a passage for me before four months from the date of writing the said letter to me.

7. Your Excellency will, therefore, perceive that the period of delay in respect of six months' leave originally granted me was due to my fault of mine and humbly submit that I should not be penalised for the failure of the Railway Agents to book my passage on the due date. In the circumstances the period during which I was compelled to overstay my leave for want of a passage should not constitute a breach to interfere with the continuity of my service.

8. Apart from the reasons stated above, I consider it would have been better & a favour done to me if I had been acquainted in 1910 of the above intention than to allow me without the least hint or suspicion of the punishment in store for me to continue in service for 11 years and 3 months more. It was unthinkable then that the price was waiting me on my retirement from the service and in my old age. This failure of action consistently goes to prove that the idea of a "break in service" was not conceived by the Chief Mechanical Engineer until 14th November 1921.

9. In the circumstances explained above, I beg to leave the matter with you in the firm belief that this petition will be honoured with your profound consideration and grant me the recompense for over 20 years faithful service and thus relieve me from the greatest anxiety and need.

Thanking you in anticipation and respectfully apologising for encroaching your valuable time.

I beg to remain,
Your Excellency's
Most obedient & humble servant.

Address:-
Bhulla Singh
Late Erector, Uganda Ry.
C/o Dhira (Law)
Goldsmith,
River Road, Nairobi.

No/- I. S. Bhulla Singh
Late Erector - Agreement No.
37213. (Artisan "C")

APPENDIX 'A'

Locomotive Department,

No. M.2/D.57/17304.

Nairobi, 10th. November, 1921.

The Works Manager,
Nairobi.

Establishment - Privileged Leave
Your endorsement No. 5908 of 13-8-21.

As the applicant Shullis Singh was allowed to return to India on 28-1-10 and was re-engaged from 10-11-10. This forms a break of more than six months in his service and he is not eligible for gratuity.

Sd/- T. A. Whittaker
Chief Mechanical Engineer.

No. 741/U dated 14-11-21.

V. O. Effectors,

Please inform the man concerned accordingly

and return.

Sd/- P. C. Ford
Works Manager.

To: The Chief Mechanical Engineer,
Uganda Railway,
Through: The Works Manager,
Nairobi.

Sir,

Re: Long Gratuity & Ref: Your No. N.2/D.57/17366
dated 10-11-21.
---ooOoo---

I have the honour to lay the following few lines for your favourable consideration:-

I was granted six months privilege leave to India in 1910, with effect from 28-1-10 and on my departure I was informed that I shall be re-engaged by Agents in India and that my service would be considered as continuous, whereas while calculating my service for gratuity, I am now informed that, as I returned to this place after the period of six months, so, my service has been considered as broken.

In this connection I enclose herewith a copy of Agents' letter No. N/438 dated 12th July 1910, in which they desired me to attend their office on 4th November 1910, on which date I was there.

It will be observed that my return to this place on 10-11-10 is due to no fault of mine but that was your agents' look out.

Under the circumstances I hope you will kindly not hold me responsible for the delay but Messrs Mackinnon Mackenzie & Co.

As I request you to reconsider my case favourably and grant me the boon originally applied for.

I beg to remain,
Sir,
Your most obedient servant,

Yours,
Dhulla Singh
Director No. 37313.

255
No. 32/B.57/1971.

G. M. E's Dept.

17th December 1971.

To,

The Works Manager,

Nairobi.

~~Establishment - Gratuity.~~

~~Your encroachment No. 3020/0 dated 25-11-71.~~

~~Please have Bhullu Singh Est. No. 37213 informed that Hon. Acting General Manager has ruled that gratuity is inadmissible as the applicant has a break of service of over nine months.~~

Sd/- A. S. Mayo

for Chief Mechanical Engineer,
Uganda Railway.

No. 3747/0 dated 20-12-71.

Yours sincerely,

Please comply and return.

Sd/- P. C. Ford

Works Manager.

The Uganda Railway, D.E. Africa.
Office of the Agents in India,
Karachi, 12th July, 1910.

Es. B/439.

Memorandum.

To,

Mr. Ghullu S/o. Jawahri,
Village Lodhana Ucha
P.O. Bungay. Dist. Jullunder.

We have instructions from the Manager of this
Railway to engage you as Flector on a 3 years agreement
at Rs. 55/- with rations of Rs. 5/- per mensem in lieu
thereof.

Kindly let us know whether you accept of the
offer and if so please note that you should report your-
self at our office on 1st November to undergo the usual
Medical Examination and 5 days segregation prior to
calling.

W. G. M. Mackinnon Mackenzie & Co.

Agent in India Uganda Railway.

APPENDIX. II

UGANDA RAILWAY

No. 5132/173

From,

The Loco Superintendent,

To,

Bhullu S/o Jawant, Kretor
Village Ludhiana, Waha
P.O. Bunge, Dist. Ferozpur
Punjab.

Dated Lahore, 16th June 1910.

Sir,

Regarding your return to East Africa, if you present yourself at the Uganda Railway Agents' Office, Under Road, Karachi, having passed the usual medical examination, they will engage you on a return passage agreement with passage to Mombasa and a return passage back to India on No. 55/- (fifty five only) per month and rations, on the terms laid down in the agreement which must be executed at Karachi prior to your sailing.

Yours faithfully,

Edw. G. Sandford
Locomotive Superintendent
Uganda Railway.

APPENDIX 17

Dated 13-1-1910

No. 334/27

The A. L. S. Works,
Mumbai.

Your endorsement no. 62 dated 7-1-1910
on application of Erector Ghulia is noted.

Please note and inform this man that he is
allowed to return to India by the boat of 28-1-1910 and
will be re-engaged locally on return after expiry of
six months from date of sailing.

Sd/- C. Sandford
Local Superintendent.

I. APPOINTMENT.

Agreement No. 35571
 Date of appointment : 19-4-1908
 Rate of Rs. 50/- & Rs. 55/-
 On six months leave from 30-10-1908.

II. APPOINTMENT.

L. E. No. 2603
 Appointment : 18-3-1910
 Rate of pay Rs. 60/-
 On six months leave on and from 29-1-1910
 Rate of pay Rs. 55/-

III. APPOINTMENT.

Appointment : 10-11-1910
 Rate of pay Rs. 60/-
 Rate of pay on leaving Rs. 67/- plus Rs. 30/- = Rs. 100/-
 Services terminated, worked up to 10-7-1921
 4 months and 4 days privilege leave from 11-7-21.

Office

July 8

Def

18432/25

Page 51

was 8/11/25



9 July 1925

I have to act the role of

you will keep it 21 of the

22 of May, forwarding

a petition from Bhulla

Singh, late Artisan, Jhanda

Railway, appealing against

a decision that he was not

entitled to the long service

privilege on the termination

DRAFT

1/2

1/2

to call personally at the District
Office they formally put in a
claim on his behalf on 24th August,
1913. This must have been in time

of the case of Hassan since the
solicitors put in a formal claim
- seeing the notice in the Gazette

the copy of the letter is not dated
but presumably it was not about
the same time as the similar
letter about Elmanah ibrahim,

with regard

Reply concerning

the new Reserve in the desk

which was referred to para 8,

to which say that it is noted
replies that 1. Claims, which were
revised

presumably, within the time

limit, were submitted by

the applicant's solicitors to

the O. of Masar Reserve, & that

unless the O.A.G. is satisfied

that there was negligence on

the part of the applicant

in presenting the claim, do not
think that an act of grace
the claim should receive such measure
of clemency, on the line of that
given to other applications, as may
now be possible.

C. J. 27th 25

That will serve the best public interest
reference (e.g. the 1914 Reserve claim) to
justify them in the matter, and the view of the
fact that the Reserve was a closed system
which they were unable to open up until
an "ad hoc" claim found the Government

As to the present

with 29th 25

C. J. 6725

A. H. C.

25237 26



KENYA
No. 625.

GOVERNMENT HOUSE
NAIROBI
KENYA

26th May, 1926

Sir,

I have the honour to forward the enclosed petitions addressed to you in which the petitioners named pray for a reconsideration of this Government's decision concerning compensation for loss of property incurred by them on the occasion of the Masai Disturbances in 1922.

2. The question of the payment of compensation for losses incurred during the disturbance was considered in Executive Council in March 1923 and the late Governor accepted the advice that claimants should submit their claims to Government through the Officer in Charge Masai Province. Claims were thoroughly investigated by Mr. F. B. Hoaking, Assistant District Commissioner, Nairobi, and I attach copy of his report and recommendations and would draw particular attention to paragraphs 14 to 16, and to the difficulties experienced in obtaining corroborative evidence of claims - paragraph 18.

It will also be noted from paragraph 24 that Mr. Hoaking's decision in each case was approved by the Officer in Charge.

3. These recommendations were considered in Executive Council in January 1924 and it was agreed that compensation as recommended by Mr. Hoaking should be paid in all cases save those of Messrs. V. F. de Souza, F. X. de Souza and Abdulhussain Hausanali. In these three cases the advice of

Executive

THE RIGHT HONOURABLE
LIEUTENANT GOVERNOR H. C. M. S. AKERY, P. G., M. P.
SECRETARY OF STATE FOR THE COLONIES.

Executive Council, in which the late Governor approved, was that no compensation should be paid.

4. It was further made perfectly clear that all payments on account of compensation were made *ex gratia* as Government was advised that it was under no legal liability in the matter.

5. As regards the case of Mr. V.T. de Souza (Goan) the first named petitioner in Annexure II (whose claim was for Sh. 18,269.14 and not for Sh. 20,172.54 as stated in the petition) Mr. Hoaking recommended the payment in compensation of Sh. 10,000.

This petitioner however was entitled by his trading licence to stock goods to the value of not more than Sh. 3,000/- at any one time and was unable to produce satisfactory evidence in support of his claim for personal property. It subsequently however transpired that much of his claim was based on the value of hides and skins which would not stand in stock and on further examination it was decided on the recommendation of Executive Council in March last to make an *ex gratia* payment of Sh. 5,000/- to him.

6. In the case of F.X. de Souza (Goan) second named petitioner in Annexure II, Mr. Hoaking remarked "Evidence shows that 4 months previously a debt owed by claimant when put up to auction realised nothing. There is reason to believe that he had practically no stock." It is further clear that a few days prior to the alleged losses Mr. F.X. de Souza's property was attached for a debt and the only bid made for it was Sh. 250. His claim is therefore clearly fraudulent.

7. Abdulhussein Hassanali (Indian) whose petition is in Annexure I lodged a claim for Sh. 14,882.89. A recommendation was made for an award of Sh. 1,100 and Mr. E.B. Hoaking remarked "stock in shop probably about Sh. 1,500/- Books undecipherable". It was however evident

that this claimant had been trading without a licence in one part of the Reserve and had so defrauded the public revenues and his claim to an ex-gratia grant was therefore dismissed from further consideration.

8. Elmi bin Abdi (Somali) 3rd named petitioner in Annexure II submitted no claim to the Officer in Charge Hama Province though he was instructed by Mr. Horne to do so - vide correspondence enclosed in the petition and his claim was consequently not investigated.

The claim of Hassan Unis (Somali) - 4th named petitioner in Annexure II - similarly was not submitted to the Officer in Charge Hama Reserve by September 1st 1923, the date notified in the Press, and was therefore not considered.

It is not prepared at this time to open an investigation into claims which should have been submitted for consideration nearly 2 years ago.

9. The Hama Province is an outlying district into which traders are not allowed to enter without a licence. A licence is issued as far as possible on the suitability of the person to whom it is given. A licence merely allows the licensee to do what otherwise would be illegal - to enter the district.

It is not in any sense a guarantee or an undertaking to be responsible for the safety of the person and property of the licensee in the outlying district.

A total amount of Sh.24,720 has been paid out in ex-gratia grants and bona fide losses have it is considered been generously met. I trust you will agree that the claims of these petitioners do not warrant further consideration.

I have the honour to be,
Sir,

Your most obedient, humble servant,

G. D. S. [Signature]
GOVERNOR'S DEPUTY.

Coryndon K.D.M.G., an allowance at the rate of £500 per annum and to

pay to the Commissioners of Income Tax of the United Kingdom such sum or sums

as represent the difference between the Imperial Income Tax due to be

paid by her and the Imperial Income

Tax which but for the passing of

this Ordinance would have been so

due:

(4) The allowance shall be paid to

Lady Coryndon at the end of each

quarter during which she shall

be alive and unmarried or up to the

day of her death or the day

previously to remarriage as the case

may be and the Crown Agents shall

take such measures as they consider

necessary to ascertain that she is

alive and unmarried;

(5) The Crown Agents may take such

measures

Handwritten notes:
Coryndon K.D.M.G.
the rate of £500 per annum
pay to the Commissioners of Income Tax
of the United Kingdom such sum
as represent the difference between
the Imperial Income Tax due to be
paid by her and the Imperial Income
Tax which but for the passing of
this Ordinance would have been so
due:
(4) The allowance shall be paid to
Lady Coryndon at the end of each
quarter during which she shall
be alive and unmarried or up to the
day of her death or the day
previously to remarriage as the case
may be and the Crown Agents shall
take such measures as they consider
necessary to ascertain that she is
alive and unmarried;
(5) The Crown Agents may take such
measures

measured as are necessary to enable
them to compute and to ^{submit} make up
their returns to the Commissioners
of Income Tax of the amount due to
be paid to the said Commissioners
and shall make the payment due at
such times and in such manner as
the Law of the United Kingdom
relating to Income Tax may require;

Wm. G. G. G.
Wm. G. G. G.
Wm. G. G. G.
Wm. G. G. G.
In the event of the said Lady
Coryndon becoming insolvent or
making a composition with her
creditors the payment of the
allowance shall forthwith cease
but it shall be lawful to the
Crown Agents for the Colonies to
apply make arrangements for the application
to her benefit of sums not
exceeding the amount which but for
her insolvency would be due to be
paid under this Ordinance, and they
shall be guided in such arrangements

by the instructions which they may receive from the Governor in Council or from the Secretary of State for the Colonies;

The Trustees
may be

(6) There shall be created a Trust consisting of the Governor for the time being of the Colony of Kenya and such person or persons as the Governor may from time to time appoint and such Trustees shall be charged with the application

to the benefit of the children of

Sir Robert Gaydon whose names and the dates of birth of whom are set forth in the Schedule to this Ordinance of the allowances set forth in the said Schedule;

(7)

(8) The Trustees shall be empowered

to to make from time to time such arrangements as to them seem fit for securing the application of the allowances

Showing the excess over £500 to be repaid by Kenya in respect of Lady Corfield's allowance on the assumption that her private income is £400 p.a.

	Actual	Allowances had been voted
Assessable Income	£ 260	£ 400
Private	£ 16	6
Kenya allowance (gross, see below)	£ 144	9
Total Income	£ 414	£ 400
Abatements	£ 265	9
Personal		£ 135
In respect of children		117
Total Abatements	£ 135	£ 262
Taxable Income	£ 279	£ 148
Tax on first £225 at 2/	£ 20	9
Tax on balance at 4/	£ 130	15
Total Tax	£ 150	£ 24
Extra Tax to be borne by Kenya	£ 13	6
Red allowance	£ 144	9
Graces allowance (see above)	£ 500	£ 17

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Mr. *Amstrong* 23.5.25
Mr. *Burke* 25/5
Mr. *Sturkey*
Mr. *J. Shackburgh*
Mr. *O. Davis*
Mr. *H. Grindle*
Mr. *J. Masterton Smith*
Mr. *Ormsby Gore*
Mr. *Agony*

25 MAY 1925

Recd
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29

DRAFT

29 MAY 1925

1190

C.A.G.

I have the honour to acknowledge the receipt of your telegram of the 20th of May and to transmit to you the accompanying

draft of an Ordinance relating to allowances to be paid to Lady Corvison and her children which, I am advised is necessary in order to place the issue of the allowances and the provision for income tax payments on a proper basis

The draft is incomplete as regards the short title, which I leave to your consideration, and the Schedule, which will be communicated to you at an early date. Subject to those additions and to

Yours

copy to. Sull. C.A. Case

Ordinance
Statement

J. Hamilton

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(7264)

the United Kingdom law relating to
Income tax which led to my telegram of
the 28th of April. It has been prepared
on the supposition that an allowance of
this character is not "earned income"
qualifying for the abatement of one-sixth.
Steps are being taken to obtain an
authoritative decision on this point.

I have, etc.

(Signed) L. S. AMERY