



withstander

1. I have no objection to the agreement being made with amendments as to revision of Ruzsa's Public Contract agreement (41039/12)
  2. As to the 2nd. Class agreement for the normal agreement (12) to apply carrying 1st class privileges - ~~as proposed~~
  3. There is a new class 17 in cover Provincial & L.R. for an scheme not but in (see 412/12) in the Class B agreement; ~~but not to be departed from together~~
  4. ~~There is a new class 17 in cover Provincial & L.R. for an scheme not but in (see 412/12) in the Class B agreement; but not to be departed from together~~
- distinction in substance between the 1st. Class B agreement and the 2nd. Class B agreement, in the 1st. Class B agreement, except in regard to Provincial & L.R. the liability, because in any part of the Railway system in England & Wales.
- There appears to be really no reason why, for the present at any rate, 1st. Class should not come under the new B agreement subject to modifications as to P.T. & liability for service on any part of the Railway.
- It will be to submit for consideration the Class B

\* with the addition of 2 in the 1st. class

7

Wanda Railway agreement modelled on the new ordinary Class B agreement - adding that <sup>in regard to the</sup> ~~the~~ <sup>purpose</sup> ~~the~~

2. Variation <sup>may</sup> ~~will~~ be made in the ordinary agreement - say that we understand that for applying 1st class privileges <sup>442</sup> ~~any~~ as, in acc. with their ordinary practice, already using the new Class B agreement with the addition of a preliminary with a variation in Cl. 1. of the agreement, viz. "In this agreement ~~the~~ 'head of his Dept' shall ~~be~~ the person for the time being ~~being~~ <sup>being</sup> only in of the A.C., but all or any of the 'powers' reserved to him under the agreement may be delegated by him in acc. with powers approved by the Govt."

Very much better this is the case ~~that~~ <sup>whether</sup> we understand the points to the A.C. agreement for carrying 1st class privileges correctly.

Hill  
1.12.24

In class 2'   
 1st. class   
 & all

So proposed. While we can settle up forms of Rly. agreements for A. Company with, I think they should go on to the Govt. for concurrence <sup>from</sup> ~~or~~ <sup>of</sup> ~~the~~ <sup>the</sup> Govt. 2.12.24

East Africa Department  
Colonial Office.

41992

REC  
AUG 21

With reference to our conversation on the tele-  
phone to-day, we enclose six copies of the present  
Uganda Railway Class B Agreement. For first class  
appointments we use the ordinary Kenya agreement with  
an additional clause saying that the person engaged  
will be required to serve in the different systems of  
the Railway or the Railway Marine as the case may be.

At the <sup>present</sup> moment we are not proceeding with the re-  
vision of the Uganda Railway agreement pending a reply  
to our minute of the 15th August, 21, to Mr. Liesching  
regarding the East Africa Widows' and Orphans' Pension  
Scheme and the Provident Fund Scheme.

We have one appointment on hand at present and  
we shall get special copies lithographed for that.

*L.L.*  
"M" Department.  
Crown Agents.  
19. 8. 21.

# UGANDA RAILWAY.

Class 2

No. \_\_\_\_\_

Appts.

19

Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 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 \_\_\_\_\_ 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 General Manager of the Uganda Railway, but all or any of the powers reserved to him under this agreement may be delegated by him in accordance with regulations approved by the Government.

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 \_\_\_\_\_

Signature \_\_\_\_\_  
Address \_\_\_\_\_  
Occupation \_\_\_\_\_

Class 2 April, 1919.

## 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 16.

(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. He shall conform to the General and standing orders of the Government and to the Colonial Regulations in so far as the same are applicable. It is a condition of this Agreement that a person engaged for service on any of the under-mentioned railways will be liable to serve on the others if and whenever required by the Government.

The Uganda Railway,  
Any subsidiary line of the Uganda Railway,  
The Kampala Port Bell Railway,  
The Busoga Railway

and that a person engaged for service in either of the undermentioned departments will be liable to serve in the other if and whenever required by the Government:—

The Uganda Railway Marine,  
The Busoga Railway Marine.

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, 12, 13 and 14.

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 allowances

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 scale in force on the Uganda Railway.

Passage

6.—(1) "Passage" in this agreement means a second-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 second class on the Continent of Europe where necessary.

\*NOTE.—Officers are granted first or second class accommodation, according to the terms of their appointment, when travelling to or from East Africa. The Government always endeavours to provide officers with accommodation of the class by which they are privileged to travel, but it must be understood that, if circumstances render it necessary for an officer to travel by a lower class, no claim for compensation will be entertained.

This will not affect the arrangement referred to in paragraph 17. (1) of the Regulations for the Employment of Officers in the East African Protectorates, by which a married officer, whose salary does not exceed £2000 per year, will, from the 1st April, 1921, be allowed to recover the cost of his passage, and to make his own arrangements for his own and his wife's passage by whatever class he wishes.

(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.

(3) The Government shall provide the person engaged with railway fare (third class) to the port of embarkation on first engagement.

Leave of absence

7.—(1) 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.

The person engaged hereby agrees that, if he should fail to return to the Protectorate at the expiration of his return leave, he will repay on 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 would 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 his 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 two and a half 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 16, he may, at the discretion of the Government, be granted further leave of absence on full salary (known as return sick leave) for two and a half 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 on 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 16) 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.

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.

\*NOTE.—Whenever 24 days are mentioned in this clause, 3 days may, at the discretion of the Governor, be substituted in respect of service at any station which is classed by the Government for purposes of reckoning leave as an "intermediate station."

CO. 533/266

ALY WITHOUR PERMISSION OF THE  
PUBLIC RECORD OFFICE LONDON

Determina-  
tion 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 not later than two months after the expiration of his engagement.

(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 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, or other duly authorised officers.

Absence from  
duty.

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 he shall forfeit his salary for the number of days he shall be absent from duty. If he shall absent himself from his work from any cause whatever without leave he shall forfeit his salary for the number of days he shall be absent from duty, and it shall be lawful for the Government to dismiss him forthwith as for misconduct.

Fines

13.—If the person engaged shall—

(1) Disregard or without sufficient reason fail to comply with any order, standing order, or departmental instruction;

or (2) Incapacitate himself for the performance of any of his duties by indulgence in any stimulant;

or (3) In any manner misconduct himself;

the Head of his Department may, after such investigation and upon such evidence as he may think fit, and in addition to or in lieu of exercising any other powers reserved to him or to the Government under this agreement, fine the person engaged to any extent not exceeding five pounds (£5), or suspend him from work, with loss of pay and allowances for any period not exceeding one calendar month, and any such fines and the pay corresponding to any such suspension may be deducted from any money which would otherwise be due under this agreement.

Security

14.—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.

Provident  
Fund.

15.—The person engaged shall become a depositor in the Provident Fund for non-pensionable servants of State Railways in the Protectorate.

Further  
employment.

16.—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

17.—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.

18.—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.

Outfit  
Allowance.

19.—The person engaged shall also be paid an outfit allowance of thirty pounds (£30) on first appointment. This allowance, or such part of it as the Secretary of State or the Governor may direct, is liable to be refunded by the person engaged in the event of his failing to take up the appointment or quitting the service of the Protectorate before the completion of a tour of service for any reason other than mental or physical infirmity.



Case 1992/22

446

DRAFT.

CA.

*[Handwritten signature]*

5th Dec 1922.

Exec.

MINUTE.

- Mr. *[Handwritten initials]*
- Mr. *[Handwritten initials]*
- Mr. *[Handwritten initials]*
- Mr. Griddle.
- Sir H. Lambert.
- Sir H. Read.
- Sir J. Masterton Smith.
- Mr. Wood.
- Mr. Churchill.

With ref. to the letter from your  
 dept. No. 21039/22 of the  
 1st of Sept, I am to bring you  
 that the Com. has now given further  
 consideration to the question of revising  
 the agreements on wh. persons  
 engaged for service on the  
 Upward Railway are engaged

As regards officers  
 eligible for first class privileges,  
 it is understood that you  
 now use the new form  
 of Agreement (Class A)  
 agreement, with the addition  
 of a clause to require it  
 to be clear that the person  
 engaged may be required to

work in any of the systems  
controlled by the Uganda Railway  
Administration - i.e. the Uganda  
Railway or any subsidiary line,  
the Kampala - Port Bell Railway  
or the Busoga Railway, and  
for those engaged for service on the  
Uganda Railway Marine or the  
Busoga Railway Marine or the  
Busoga Railway Marine.

It is presumed that clause 1 on the  
first page of the agreement is also  
varied by the addition of appropriate  
definition of "Head of <sup>his</sup> Dept."

I am to enquire whether the you function  
position is correctly represented  
by the statement; & to request that,  
in any event, 3 copies of the  
form of agreement wh. you are now  
using for officers entitled to first  
class privileges, who are appointed  
to the Uganda Railway, may be  
forwarded for record in the Dept.

(3) In regard officers eligible for record  
classification, I am to request that  
you will submit, for the Lt. Commr.,  
the Dept. of a revised form of agreement  
based

based on the new European Class  
of agreement & in preparing  
the Dept. you will add words  
~~to the effect that~~ 447  
made for the necessary  
definition of "Head of his  
Dept."; for liability for  
service on any of the systems  
controlled by the Uganda Railway  
Administration, & for  
the revised clause 19 which  
has formed the subject of  
semi-official correspondence  
with the records from the  
Dept. No. 41273/4 of the  
24<sup>th</sup> of August last.

DRAFT.

MINUTE.

- Mr. [redacted]
- Mr. [redacted]
- Mr. [redacted]
- Mr. Grindle.
- Sir H. Lambert.
- Sir H. Read.
- Sir J. Masterton Smith.
- Mr. Wood.
- Mr. Churchill.

C.O. 533 266

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