

EAST 7223

30722
ME
JUN 22 1920

141

D.A.G.
510
COWRING

1920
14th May

Last previous Paper.
4/20583

DISMISSAL OF RAILWAY GUARD WYLAND

Forwards report by Railway Manager on circumstances and refers to deap. 124 of 1919. Agrees in recommending no refund of passage money be made.

Mr. Parkman

It that it would probably save
correspondence & interviews if we sent a copy
of the G.M.'s report to Mr. Hayes
do so, & say that the S.F.
See no reason to interfere with the
action taken by the Port Auth

24 6:20

~~Mr. Parkman~~
~~Mr. Bostwick~~

It appears to have already
had all this out in P.S.,
Sears took up his case

To Hayward 12th July '20

Subsequent Paper.

2. Incidentally he has been given leave pay, which is apparently more than would have allowed on the usual procedure (fell out of SA. 1/17/50, but the extraordinary phrase "return vacation leave" is not

I will now reply to his inquiries in 10057/00 regarding that SA's statement has been received - that he was dismissed as a result of mail to this report - that as he was engaged to marry in Calif. he was not permitted to passage to England back to Calif. under his agreement.

Free 7 of mail 1/0.

The first important document is the 1/7/50 agreement - see 10057/00. The main issue seems to be concerned in a return passage under the first agreement which came to an end quite suddenly.

about 1950 at the terms were as to this - as ch. 5 + 7 are devoted to different acts. It was assumed that any agreement as Kansas will only have been the passage to place

Section

Place of settlement - as is the case of
Kilmer & Co. as in 1800?

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A.B.

75. I have discovered the town of
Seymour, & it promises to be a safe passage

on determination of the Capt. according to the
rules - for I don't know what their ^{*} will.

I suspect from A. G. Inclusion that the rules
promised for being passage money - that he
had not yet been owing to the war - & that
he now wants that passage money.

~~Enclosure~~

A.B. 7/7/10

* The ordinary Post. has a house with boarding
for western land - & passage to England -
(if returning) for western land - & passage to
England. He got more than this, as he was
paid for the land (Lark with returning for
passage) in respect of his first settlement
land. The ordinary rules are of course to
the house to England, & when a vessel
carries more sailing - he is to be

Enc. 10/10

This document of land &
passage is a little better than the usual
one assigned, with the forfeiture of all
rights, and I have not seen that he can
claim

C.O.
30722

AFRICA PROTECTORATE
510

GOVERNMENT HOUSE,
NATEROY,
BRITISH EAST AFRICA

May, 1920.

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My Lord,

H/1445 7/2

by the
I. Manager
& Railway.
S. 20.

In accordance with the directions contained in Your Lordship's despatch No.463 of the 30th March 1920, I have the honour to forward a copy of a full report by the General Manager, Uganda Railway, on the circumstances attending the dismissal from the Railway service of Guard Hyland. I would also refer Your Lordship to Sir Edward Northey's despatch No.124 of 18th February 1919 on the same subject.

Gov
20145/19

2. In view of all the circumstances detailed by Mr. Couper I agree with him in recommending that no refund of passage-money be made to Mr. Hyland.

I have the honour to be,
Your Lordship's
humble, obedient servant,

ACTING GOVERNOR,

RIGHT HONOURABLE
SECRETARY OF STATE FOR THE COLONIES,
DOWNING STREET,
LONDON, S.W.



Uganda Railway 144

General Manager's Office

May, 1920.

ADDRESS
D. N. R. E.

The Honourable
The Acting Chief Secretary
to the Government,
East Africa Protectorate,
Nairobi.

re Mr. A. Hyland.
Your No. S.11400/15 dated 29/4/20.

This man was locally engaged as a Guard on agreement for years with effect from the 27th March, 1915. He renewed his agreement for a further period of service on the 27th September 1916, and by agreement of the parties, this operated from the 1st February, 1916, the original agreement necessarily thereto came to an end on the 23rd February, 1916.

On the 26th October, 1918, Guard Hyland was summarily removed from the service under the following circumstances:-

A box of silver and currency notes was consigned by the Transport Department, Nairobi, to the Forest Department, Londiani. The specie was not insured and the proper risk note was obtained from the sender. The box was booked by the Up Mixed Train on the 30th September, 1918, and was duly handed over at Nakuru to Guard Hyland, who worked the Train from that Station. On arrival at Londiani however, the specie could not be found, and there is no doubt that it was stolen between Nakuru and Londiani Stations whilst in charge of this Guard. The instructions to the Railway Staff are clearly laid down in the Appendix to the Working Time Table, and I enclose a copy of them for ready reference. The Guard (Hyland) failed to carry out any of these rules. Had he taken care to lock the doors of his Brake Van after taking over the Train at Nakuru, and after completing his duties at wayside Stations the loss should not have occurred.

A Joint Enquiry was held into the matter and the decision arrived at was that Guard Hyland was chiefly responsible for the loss of the specie owing to his failure to properly protect the Brake Van, in which duty he was grossly negligent, and he was therefore summarily dismissed the service under Clause 5 of the agreement - i.e.

"(5) That for breaches of the Railway Rules of discipline, I shall be liable to a fine, or deduction from salary or wages; and that in case of gross misconduct, insobriety, insubordination, or carelessness of which the Manager shall be sole judge, I shall be liable to instant dismissal and forfeit any rights or privileges which I may be entitled to claim under this agreement." He forfeited his Provident Fund Bonus, under clause 23 of the Provident Fund Rules as follows:-

(23) - If a depositor is dismissed from the Government service the Manager may cause to be withheld all or any part of his bonus or bonus provisionally allotted to him under rule 2 with the interest accrued thereon, only the balance of his credit without such bonus or bonus and interest thereon being paid to the depositor. In the case of there being any outstanding against a depositor who may have abandoned, resigned or been dismissed, the amount of such outstanding may be deducted from his bonus and or ordinary deposits, the balance only after such deductions being paid to him. The bonus or interest withheld from a dismissed depositor under this rule shall be credited to the Fine Fund of the Railway.

In connection with this case please refer to No. 1234 of the 6th June, 1918.

In settlement of his claims against the Railway, Mr. Hyland was paid the following items:-

	Rs. Sts.
Resident Fund and Interest.....	516. 57
Pay outstanding plus allowances etc., etc.,...	65. 26.
Total.....	581. 83.

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In addition he was granted 170 days return vacation leave during the period earned on his original and completed agreement and the period earned on his renewed agreement, also the difference between the War Bonus paid under the old and new scales, and he accepted these payments vide his solicitors' letter of the 1st August, 1919, viz:-

Letter dated 1st August, 1919, Messrs. Gault & Parris.
To - The Solicitor General.

Sir,

Your 19/207 of the 17th August, 1919, has been instructed by Mr. Hyland to accept the offer referred to in your letter as made in the General Manager's No. 1,4181/8877 of the 22nd June which we presume you have before you, of Rs. 581/83 plus the difference (when calculated) between the War Bonus and amount due under the new scale and 170 days return vacation leave. Our client will be obliged if the Railway will book a passage for him by the first available boat and arrange at the same time for a 2nd class passage for his wife and three children.

With regard to the question of passages being granted him at Government expense, Gustro Hyland was dismissed in accordance with Clause 5 of his agreement dated the 25th February, 1916. Clause 7 of the said agreement reads as follows:-

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

and in view of the fact that he was locally engaged I would also refer you to his Excellency the Acting Governor's dispatch No. 802 dated the 19th December, 1915, to the Secretary of State for the Colonies, par 3, from which the following extract is taken:-

.....in the event of a person having been recruited from a place outside of the Protectorate, other than Europe, and having received a passage to the Protectorate, at Government expense, he will, on the completion of his agreement, be entitled to a return passage to the place of recruitment, but that, if he has been engaged in the Protectorate he will not be entitled to a passage except in the case of his being invalided home. These agreements (contd). P.S.O.

entered into with all persons except such as foremen
the Public Works Department who are paid from works
are on a "month to month" agreement.

question was also referred to the Crown Counsel, who gave
his opinion

" I do not think that Ryland is entitled to his
" leave passage money, although his rights in
" regard to leave were reserved, still he did not
" in fact go on leave and therefore is not entit-
" led to any payment in lieu of leave passage
" money. "

also, in forwarding the Solicitors' letter dated the 1st of
Nov. 1919 (vide my paragraph 5) the Solicitor General

" I think this claim can now be settled. I do not
" understand that Mr. Ryland is claiming a passage, but
" is only asking you to book one for himself and family
" the cost of which I presume you will deduct from any
" moneys due. "

Under the above circumstances I cannot recommend that any
passage money be granted him.

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

Sd/- S. Couper.

General Manager,
Uganda Railway.

Enclosure. - 1.

Conveyance of Bullion, Specie and other Value Parcels.

General.

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Bullion or Specie in any form must not be loaded in compartments and not more than 500 lbs may be carried in any compartment or more than 2500 lbs in a passenger carriage. Consignments must be so loaded that the weight is evenly distributed. Consignments in excess of this weight must be carried in vans or Brakevans.

Specie and value parcels not under owner's escort must be handed over specially to the Guard by the Station Master or his authorized representative, and a special signature taken therefor on the duplicate guidance. Guidances for such consignments may not have any other entries made upon them. Guards transferring specie or value parcels en route may only do so in the presence of the Station Master and the relieving Guard, and must take a special signature for same which must be witnessed by the Station Master.

If the packages are in guard's charge in brake van or road van the guard will indicate each parcel separately, and if correctly packed all parties will sign the guidance with a remark to that effect.

If in sealed road van, the van must be locked as well as sealed. Seals and locks must be examined by both guards and Station Master at all changing stations and the condition of same remarked on the guidance which must be signed by all parties. If guard's locks, the locks may only be changed after seals and the locks of the handing over guard have been examined and all parties must witness the fitting on of the new locks and test same.

Any suspicious incident occurring at any station or noticed en route by the guard or escort must be carefully noted giving time and mileage. A written report of the circumstances must at once be forwarded to the Traffic Manager.

Receiving stations must be on the alert for such parcels. The receiving Station Master must in the presence of the handing over guard carefully examine and check each package and thereafter deposit same in a secure place pending delivery.

In the event of specie or value parcels not being received by the train advised, receiving station must telegraph Traffic Manager, Police, forwarding and depot stations, concerned.

30727/20 sat

DRAFT.

Mr. A. S. England

12th July 1920

Sir

With ref to the letter

MINUTE.

(14457) from the Dept of the 20th 1/2

Mr. Bealey 9 July

Mr. Parsons 10/7 (1920)

Mr.

Mr. Grindle

Mr. H. Lambert

Mr. H. Bond

Mr. G. Pidd

Mr. A. May

Lord Alton

received on the 30th of

last Jan or something like

that a report on the case

of Mr. Parsons has

now been received from

the Ag. Sec. of the Dept.

2. It appears that the point

inquiry into the loss of

specimens from the Miami of

which you were the head

decided that you were

chiefly responsible owing

283 PUBLIC RECORD OFFICE LONDON

to your failure to (properly) resist the
Pravle War, in which duty, you were
hardly negligent, that you were
therefore summarily dismissed from
service under clause 5 of "this" agreement,
which reads: "That, for breaches of the
Parliamentary Rules of discipline, I shall be
liable to a fine, or deduction from
wages or wages, & that in case of
gross misconduct, involuntary, unsubstantiated
or carelessness, which the Commander
shall see well fit, I shall be
liable to instant dismissal and
forfeit any rights or privileges
which I may be entitled to
claim under this agreement."

3. ~~I intend that~~ As you
were engaged, locally, in Salpica,
you were not in the lines, entitled either
to transport to England ~~or~~ as a return
~~Salpica~~ under your agreement
from Salpica to England back.