

2. The charge, however, which you refer in your letter may be allowed to stand.

3. I am to request that in future you will supply only one copy of the C.O. lists for the use of Officers attending the course at the R.I.C. Depot, & that you will ~~allocate~~ divide the cost each year between the various Colonies concerned in the

same proportion as the ~~June Quarter~~ <sup>June Quarter</sup> account from the Depot for the visit of Colonial Police Officers. ~~being~~

~~The June Quarter~~

RR

EAST AFR. PROT.

C.O.  
38027

Recd  
RFG 30 NOV 12

38027

own Agents

Date.  
1912

th November

previous Paper.

28382

284193

MR G.W. INGLEBY  
APPT AS SECOND ENGINEER, LAKE STEAMERS

Trs copies of two agreements which have been entered into with him. Sends letter from Acting Railway Manager regarding terms of engagement of Mr J. Anderson for a similar post. Requests instructions as to salary of these appts. Mr Ingleby left Marseilles on the 27th November.

*Mr Bottomley* <sup>appt notice n. 3</sup>  
*Mr Reed* <sup>10/11/12</sup>  
The Railway authorities have only themselves to thank for this scandalous & unfair para relating to 'Conditions of Service' in 'Information to be given to Engineers' enclosed in 20824 - though I think that it would have been only proper for the Ld. to have consulted us before proceeding in an agreement to <sup>be</sup> have a movement as £60 after 18 months' service in the case of a

whos. 7 Dec ✓

6489 (Ingleby)

subsequent Paper

3882

officer whose initial salary is only £180  
such an increment is taking almost  
precedent.

The Treasury have not sanctioned  
the scale of salary of Second Engineers  
being increased to £200 - 260, and  
in view of this I think that we had  
better consult the general before

giving the C.A. instructions as to the  
rate of salary to be inserted in future  
in the agreements of these officers.

I presume that the agreement should  
provide for an increase of £20 after  
18 months' service, but we had better  
consult the local authorities before  
proceeding.

Send copy of this letter to the  
Comd (to be read with Comd Circular) and ask

is this amount  
of 18 months  
and I  
proposed this  
with regard  
of annual  
amount of £10,  
it is the proper  
of increment  
rather than a  
step of £20-260  
TMS

as to the increments to be inserted  
in the engagement form of Second  
Engineers in future having regard  
to the fact that this scale of  
salary has been increased to £200-260.

And ask receipt of C.A. letter  
informing them of the increase of  
salary actually sanctioned, and  
then then that we have written  
to the Govt as above  
TMS 4/24

Mr. Read.  
On the particular case I don't think C.A.  
can be blamed in any way. They had  
General (20824) & Particular (28382) instructions  
from us as to the increment.

Yours  
H. J. R.

As to proposed action, I should definitely  
suggest £10 increments to the Govt. and would  
(have suggested) ask C.A. not to conclude any  
further agreement, until the question is  
settled ~~with the~~  
[If any vacancy arises before the point is  
settled we shall have to refer to C.A.]

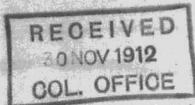
TMS. 4/24 at one R  
H. J. R. 4/24

M.

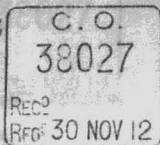
5614.

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

TELEGRAMS, "CROWN, LONDON."  
TELEPHONE 1632 VICTORIA.



*Handwritten signature*



WHITEHALL GARDENS,  
LONDON, S.W.

29th. November, 1912.

East Africa Protectorate.

Sir,

With reference to your letter No. 28382/12 of the 10th. September, I have the honour to transmit to you for the information of the Secretary of State, copies of two Agreements into which we have entered on behalf of the Government of the East Africa Protectorate with Mr. George William Ingleby on his appointment as Second Engineer for the Uganda Railway Lake Steamer Service.

2. I also enclose a copy of a letter which we have received from the Acting Manager of the Railway regarding the terms of the engagement of Mr. James Anderson for a similar post, which was reported to you in our letter of the 4th. of September last, together with a copy of letter to the Government of the East Africa Protectorate in our reply thereto. We shall be glad to receive the Secretary of State's instructions as to the rate of salary to be inserted in the agreements for these appointments in future.

3. Mr. Ingleby was provided with a passage in the Messageries Maritime steamship "Melbourne" appointed to leave Marseilles on the 27th. November.

I have the honour to be,

Sir,

Your obedient Servant,

Under Secretary of State,

Colonial Office,

S. W.

*Handwritten signature*

for Crown Agents.

Copy.

C.O.  
38027

289

REC'D  
REC'D 30 NOV 12

The Acting Manager Uganda Railway to Crown Agents.

7443/18 L.S.

General Manager's Office,  
Nairobi,  
25th. October, 1912.

Gentlemen,

Referring to your letter No. 593 M/5474 of the 4th. September last forwarding Mr. Anderson's Agreement, I have the honour to call your attention to a mistake that has been made in clause 6 of this Agreement.

In all agreements hitherto signed by 2nd. Engineers engaged for the Lake Steamers the salary has been shown as from Rs. 2,700/- per annum rising to Rs.3,000/- per annum, after one and a half years service, whereas in Mr. Anderson's Agreement the amount Rs.3,000/- the amount admissible after one and half years service has been altered to Rs.3,600/-.

Second Engineers do eventually rise beyond the Rs.3,000/- per annum but only after completion of three years' service and then in increments of Rs.10/- per mensem up to a maximum of Rs.300/- per mensem i.e. Rs.3,600/- per annum.

I have the honour to request that you will please allow the amounts Rs.2,700/- and Rs.3,000/- to stand as they are in clause 6 of all 2nd. Engineers' Agreements in future.

I have etc.,

(Sgd.) C. Sandeford  
Acting Manager Uganda Railway.

C. O. 290  
38027  
REC'D  
NOV 29 1912

Crown Agents to the Treasurer East Africa Protectorate.

L/5614.  
E.A.P.

Whitehall Gardens,  
S. W.  
27th. November, 1912.

Sir,

I have the honour to transmit herewith copies of Agreements (in duplicate) into which we have entered on behalf of the Government with Mr. George William Ingleby on his appointment as a second engineer for the Uganda Railway Steamer Service.

2. I also enclose a few particulars of Mr. Ingleby's experience etc. supplied by himself.

3. A duplicate copy of Mr. Ingleby's medical certificate is enclosed together with a copy of his dental certificate.

4. A passage has been provided for Mr. Ingleby to Mombasa in the Messageries steamship "Melbourne" appointed to leave Marseilles on the 27th. November and he has been instructed on his arrival to report himself to the Director of Transport.

5. As Mr. Ingleby was required in the Protectorate at once we took his passage by the Messageries Line and informed him that he could claim in the Protectorate for the cost of the carriage of his luggage overland (not to exceed £5) and that his claim should be supported by receipts.

6. With reference to the Acting Manager's letter No. 7445/18 L.S. of the 25th. October respecting the agreement

agreement signed by Mr. Anderson 2nd. Engineer on the Lake Steamer Service, I have to state that salary at the rate of Rs.2,700 a year rising to Rs.3,600 a year after 1½ years service was provided for in the agreement in accordance with the pamphlet "Information to be given to Engineers" which was sent to us by the Colonial Office.

18382/11  
7. We were also instructed by the Colonial Office to provide for salary at this rate in the case of the vacancy for which Mr. Ingleby has been engaged and this officer signed the agreement marked A before we received the Acting Manager's letter above referred to. This letter we received only a few days before Mr. Ingleby was due to leave England. We however interviewed him and explained that a mistake had been made. He signed the agreement referred to in paragraph I (marked B) under protest, but expressed his willingness to serve under it provided that no other 2nd. Engineer in the same service was serving under the terms of the agreement marked "A". If therefore Mr. Anderson has been allowed to retain the higher scale, Mr. Ingleby should, in our opinion, be allowed to do the same.

8. When the matter has been settled Mr. Ingleby should be supplied with a copy of the agreement.

I have etc.,

*claw*  
(Sgd.) H. MARTIN  
for Crown Agents.

# EAST AFRICA PROTECTORATE.

38027

Class 2.

Reqn. No. 564  
Appts.

REC'D  
REG. 30 NOV 12

Agreement made the ninth day of November 1911.  
Between the Crown Agents for the Colonies, Whitehall Gardens, London, acting on behalf of  
the Government of the East Africa Protectorate (hereinafter called the Government), and  
George William Hughes of 272 Bouverie Street  
South in the County of York  
(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 second Engineer for the Uganda Railway for the term of his engagement, and will act in all respects according to the instructions or directions given to him by the Government through the Head of his Department or other duly authorised officers. In this Agreement the term "Head of his Department" shall mean the person for the time being acting as Head of his Department.

2. The salary of the office is at the rate of one hundred and eight pounds (£ 180 ) a year rising to two hundred and forty pounds (£ 240 ) a year after eighteen months' approved service.

3. The Government shall deduct each month from the salary of the person engaged the sum of £ 6 0 0, which amount shall be paid in England by the Crown Agents for the Colonies to Mrs Geo W Hughes (his wife) the wife of the person engaged, on her presenting to them a bill drawn upon them by the Government in her favour, and endorsed by her.

4. This agreement is subject to the conditions set forth in the Schedule hereto annexed, and the Schedule shall be read and construed as a part of the Agreement.

5. The Crown Agents for the Colonies shall not be in any way personally liable for anything arising out of this Agreement.

As witness our hand the day and year above written.

Signed by Henry Gednut  
(on behalf of the Crown Agents for the Colonies) in the presence of (ad) W. Wherry of the office of the Crown Agents for the Colonies.

(ad) H. Gednut

Signed by George William Hughes  
in the presence of  
Name (ad) Mrs. H. Baker  
Address 272 Bouverie Street  
Occupation Housewife

(ad) Geo. W. Hughes

## SCHEDULE.

Term of engagement.

1.—The engagement of the person engaged is for a tour of thirty months' continuous residential service, commencing from the date of disembarkation on the African Coast, but this term may be extended as provided for in Clause 15. The person engaged may, however, at the option of the Governor, be detained in the Protectorate after the completion of a tour of service for such further period as may be necessary in the interests of the Government.

Duties.

2.—The duties of the person engaged shall include the usual duties of the office for which he is engaged, and any other suitable duties which the Government may call upon him to perform. The person engaged shall reside in such place and occupy himself in such manner as the Government, through its duly authorised officers, shall direct, and he shall not, either directly or indirectly, engage or be concerned in any other service or business whatsoever or receive commissions or profits of any kind, but shall devote the whole of his time and attention to the service of the Government and shall use his utmost exertions to promote the interests of the Government.

Salary.

3.—(1) Half salary will be paid from the date of embarkation on first engagement. Full salary will begin from the date of disembarkation on the African Coast.

(2) Increments of salary, if any, will be reckoned as from the date for which the person engaged first draws the half or full 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 10, 11, 12 and 14.

Quarters

4.—Government quarters free of rent (but not of rates or other similar out-goings) 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 scales laid down for transport and travelling expenses respectively in the Protectorate.

Passages.

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

(2) The Government shall provide the person engaged with a free passage 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.

7.—(1) If the person engaged shall be compelled by reason of ill-health (not caused by his own misconduct) to resign his office, 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 the African Coast of the first steamer by which, in the opinion of the Government, he could have embarked, and half salary during the time necessarily spent on the passage to England, and shall provide him with a free passage to England provided he embarks within two months of the date of such resignation or certificate; but he shall have no further claim on the Government. He may, however, at the option of the Government, be granted leave of absence with full salary under Clause 13, as if he had been invalided home.

(2) A certificate signed by a duly qualified medical officer employed by the Government shall be conclusive evidence on the question whether or not the person engaged was compelled to resign his office by reason of ill-health within the meaning of this clause.

8.—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 7) 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.

9.—(1) The Government may at any time determine the engagement of the person engaged on giving him three months' notice in writing, or on paying him one month's salary, and in either case, if he is in the Protectorate at the time, furnishing him with a free passage to England, provided that he claims and avails himself of such return passage within two months of such determination.

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

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

10.—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.

11.—If the person engaged shall absent himself from duty through ill-health 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.

12.—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.

Leave of absence.

13.—(1) After a tour of 30 months' continuous residential service, the person engaged (a) may, at the discretion of the Government, be granted leave of absence on full salary (known as vacation leave) for the time necessarily spent on the voyage home and for 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, provided that he claims and avails himself of it within two months; and (b) if he is returning to the Protectorate for further service may, at the discretion of the Government, be granted further leave of absence on full salary (known as return 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 leave, he will repay on demand the amount which may have been paid to him in respect of such return leave. If invalidated home before completing the tour fixed by the Governor he will be subject to the same rules in respect of duration of leave as officers on the permanent establishment.

(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.

Security.

14.—The person engaged shall, if so required by the Government, furnish such security and in such form as the Government may decide upon for the faithful and honest discharge of his duties, and if any premium is payable in respect of such security it may be deducted from his salary by the Government.

Further employment.

15.—Three months before the date on which he will be due to leave the Protectorate at the end of the tour of service, 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.

16.—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.

Powers of Crown Agents.

17.—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.

\* Wherever 2½ 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 as an unhealthy station.

*Amended 2/6/0*  
The person engaged shall become a depositor in the Provident Fund for non-pensionable servants of State Railways in the East Africa Protectorate.

REC<sup>d</sup>  
REG<sup>d</sup> 30 NOV 12

Class 2

Revised  
November 1912.

East Africa  
Protectorate  
Reg<sup>n</sup> No 12  
App<sup>s</sup> No 12

# Agreement

made the 25<sup>th</sup>  
day of November One

thousand nine hundred and twelve Between  
The Crown Agents for the Colonies, Whitehall  
Gardens London, acting on behalf of the  
Government of the East Africa Protectorate  
(hereinafter called the Government) and  
George William Ingleby of 27  
Bentley Road Hull  
in the County of York. (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 Second Engineer in the Uganda Railway Steamer Service on the Lake Victoria and Lake Kioga for the term of his engagement and will act in all respects according to the instructions or directions given to him by the Government through the Head of his Department or other duly authorised officers. In this Agreement the term "Head of his Department" shall mean the person for the time being acting as Head of his Department
2. The salary of the office is at the rate of One hundred and eighty pounds (£180) a year rising to two hundred pounds (£200) a year after eighteen months approved service.
3. The Government shall deduct each month from the salary of the person engaged the sum of  

six pounds (£ 6 ) which

amount shall be paid in England by the Crown Agents for the Colonies to Mrs. G. W. Ingleby (the  
the wife of the person engaged on h

Schedule

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

4. This agreement is subject to the conditions set forth in the Schedule here, 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  
 Percy Gyeckid  
(on behalf of the Crown Agents for the Colonies) in the presence of  
(sd) M. Dubrey  
of the office of the Crown Agents for the Colonies

(sd) P. Gyeckid

Signed by  
 George Williams Inglesby  
in the presence of

(sd) George Wm. Inglesby

Name (sd) James Baker  
Address 272 Boulevard Hull  
Occupation Business

Term of engagement.

1 The engagement of the person engaged is for a term of thirty months' continuous residential service commencing from the date of disembarkation on the African Coast but this term may be extended as provided for in Clause 16. The person engaged may however at the option of the Governor be detained in the Protectorate after the completion of a tour of service 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 either ashore or afloat 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 authorized officers shall direct and he shall not, either directly or indirectly, engage or be concerned in any other service or business whatsoever or receive commissions or profits of any kind but shall devote the whole of his time and attention to the service of the Government and shall use his utmost exertions to promote the interests of the Government.

Salary

3 (1) Half salary will be paid from the date of embarkation on first engagement. Full salary will begin from the date of disembarkation on the African Coast.  
(2) Increments of salary if any will be reckoned as from the date for which the person engaged first draws the half or full 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 10, 11, 12 and 14.

*Quarters* 4. Government quarters free of rent (but not of rates or other similar outgoings) will be provided. When such quarters are not available the person engaged 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 scales laid down for transport and travelling expenses respectively in the Protectorate.

*Passages* 6. (1) Passage in this agreement means a second class passage and includes conveyance by railway steamer or other transport between the African Coast and the station of the person engaged in the Protectorate and conveyance by railway second class on the Continent of Europe where necessary.

(2) The Government shall provide the person engaged with a free passage 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.

*Ill health* 7. (1) If the person engaged shall be compelled by reason of ill health (not caused by his own misconduct) to resign his office 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 the African Coast of the first steamer by which in the opinion of the Government, he could have embarked, and half salary during the time necessarily spent on the passage to England and shall provide him with a free passage to England provided he embarks within two months of the date of such resignation or certificate, but he shall have no further claim on the Government. He may however at the option of the Government be granted leave of absence with full salary under clause 13 as if he had been invalided home.

(2) A certificate signed by a duly qualified medical officer employed by the Government shall be conclusive evidence on the question whether or not the person engaged was compelled to resign his office by reason of ill health within the meaning of this clause.

*Dismissal* 8. 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 7) become unable to perform any of his duties or to comply with any order or shall disclose any information respecting the affairs of the Government to any person, not in the employment of the Government, or shall in any manner misconduct himself the Government may dismiss him, and on such dismissal all rights and advantages reserved to him by this agreement shall cease and he shall be liable to repay to the Government on demand the amount paid for his passage to the Protectorate.

Determination  
engagement.

9 (1) The Government may at any time determine the engagement of the person engaged on giving him three months notice in writing, or on paying him one month's salary and in either case if he is in the Protectorate at the time furnishing him with a free passage to England provided that he claims and avails himself of such return passage within two months of such determination.

(2) The person engaged may at any time after the expiration of three months from the commencement of any residential service determine his engagement on giving to the Government three months notice in writing and re-paying the cost of his passage to the Protectorate. He shall not be entitled to a return passage to England.

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

Liability  
to make  
good damage.

10. 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.

Absence from  
duty.

11. If the person engaged shall absent himself from duty through ill health 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

Fines.

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.

12. 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.

Leave of  
absence.

13 (1) After a tour of thirty months continuous residential service the person engaged (a) may at the discretion of the Government be granted leave of absence on full salary (known as vacation leave) for the time necessarily spent on the voyage home and for 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 provided that he claims and avails himself of it within two months; and (b) if he is returning to the Protectorate for further service may at the discretion of the Government be granted further leave of absence on full salary (known as return leave) for two and a half days in respect of each completed month of continuous residential service and for the time

\* Wherever 25 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 as an unhealthy station.

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 leave he will repay on demand the amount which may have been paid to him in respect of such return leave. If invalided home before completing the tour fixed by the Governor he will be subject to the same rules in respect of duration of leave as officers on the permanent establishment.

(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.

14. *Security.* The person engaged shall, if so required by the Government furnish such security and in such form as the Government may decide upon for the faithful and honest discharge of his duties and if any premium is payable in respect of such security it may be deducted from his salary by the Government.

15. *Provident Fund.* The person engaged shall become a depositor in the Provident Fund for non-pensionable persons of State Railways in the East Africa Protectorate.

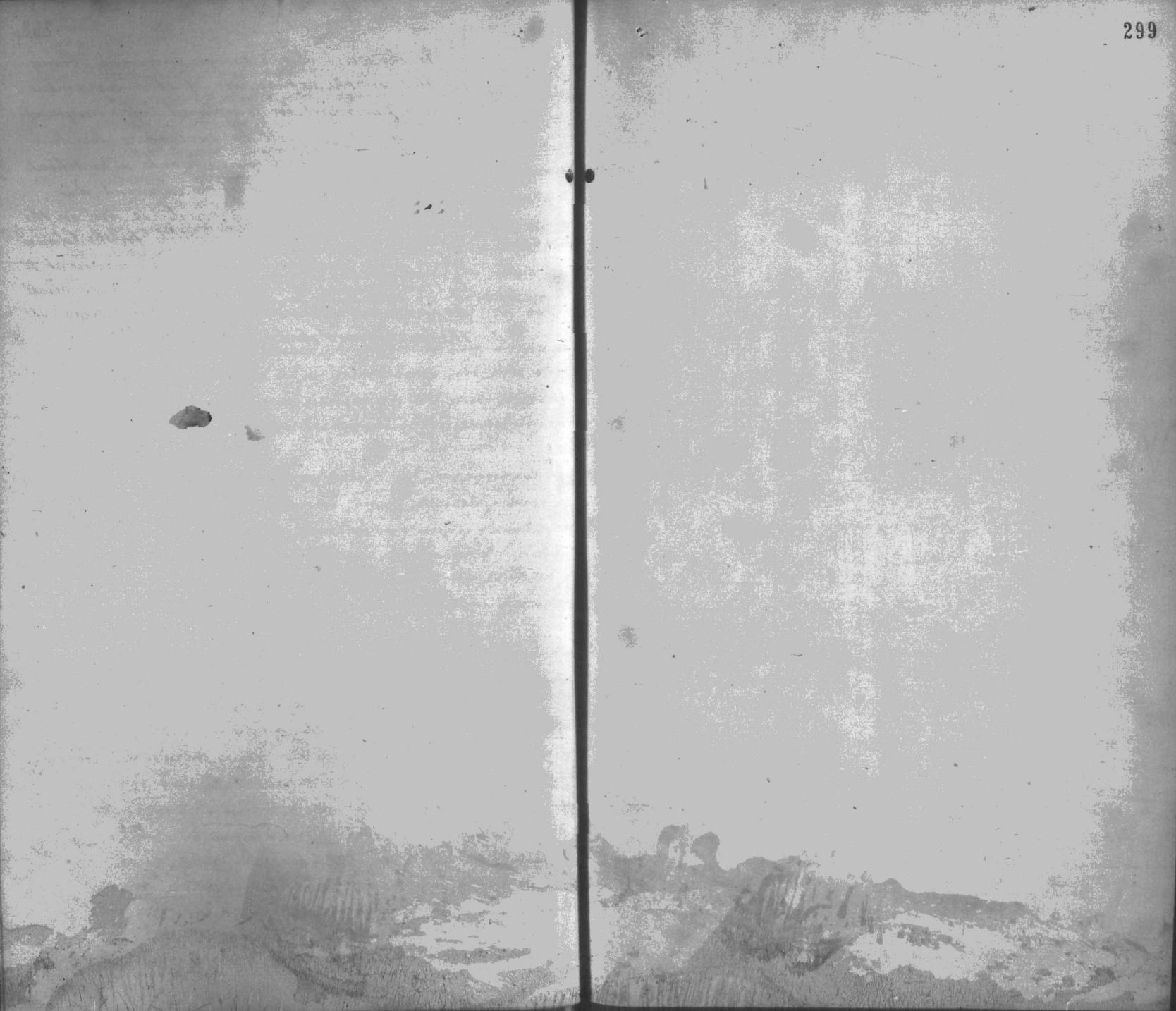
16. *Further employment.* Three months before the date on which he will be due to leave the Protectorate at the end of the tour of service the person engaged shall give notice in writing to the Government whether he desires to remain in its employment and the Government shall thereupon decide whether it will offer him further employment in which case the re-employment will be on such terms and for such period as may be mutually agreed.

17. *Payments in England.*

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.

18. *Powers of Crown Agents.*

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



The Crown Agents for  
the Colonies  
— and —

---

Second Engineer  
Lake Steamer Service  
Uganda

Agreement



Ch. 38027 East

~~Sept~~ 300

7 Dec 90

See file 48244 (Blank).

Gentlemen

I am etc to ask  
the receipt of your letter  
No 5814 of the 25th of  
Nov relative to the terms  
of engagement of Mr James

~~J Anderson & Co of W.~~  
~~England as Second Engineer~~  
for the Lyons Railway  
Lake Steamers Service.

2. An increase of  
the scale of salary of  
these officers to £200-260  
has now been sanctioned,  
and Mr Macmillan is  
in consultation with the

DRAFT.

MINUTE.

- Mr. 11316 4/10
- Mr. Botherley & Co.
- Sir G. Fiddes.
- Sir H. Just.
- Sir J. Anderson.
- Lord Emmott.
- Mr. Harcourt.

2 drafts.

Provision as to the  
increments to be inserted  
in this agreement in  
future. In the course  
of the former's reply  
a further communication  
has to address to  
you on the subject.

2  
SAR

Cd. 38027 Sal

301  
C. D.  
5 DEC  
6

6 Dec 1892

Sir

With reference to

(28382) <sup>ms</sup> Mr. Bowring's letter of  
the 9th of Sept, I have  
the honour to transmit  
to you the accompanying  
copy of a letter from the  
Cdn. for the Colonies  
on the subject of the  
terms of proposed engagement  
of Second Engineers for  
the Canada Railway  
Lake Steamer Service  
2. Having regard to  
the terms of the proposed

DRAFT.

Sal no 886  
Belfield

MINUTE.

- Mr. BRS 4/20
- Mr. Bottomley 4/11 to.
- Sir G. Fiddes.
- Sir H. Just.
- Sir J. Anderson.
- Lord Emmott.
- Mr. Harcourt.

Drafts

Cd. 23 NW  
(intermediate)

relating to 'Conditions  
 of Service' in the  
 pamphlet entitled "Information  
 to be given to business  
 officers of which have  
 enclosed in Mr. Brown's  
 despatch no 397 of the 14<sup>th</sup> of  
 June last, I do not  
 consider that any  
 Home attaches to  
 the Co. in this matter

(20824)

3. As regards the  
 future, you will have learnt from my despatch of no:  
819 of the 30<sup>th</sup> of Nov: that  
 the Army

has had agreed to the  
 scale of salary of second

officers being increased  
 by my despatch no 819 of the 30<sup>th</sup> of Nov: to  
 the £200 - 250. (per ann),

(Trans/37193)

Subject to any orders.  
 that you may have to  
 offer, I ~~am of opinion~~ <sup>should propose</sup>  
 that the <sup>agreements</sup> salary of these  
 officers should ~~be~~ <sup>provide for</sup>  
~~allowed to proceed to the maximum~~  
 annual increments of £10  
 which is the usual increment in  
 a scale of salary of this description  
 if you consent to this

proposal, with action  
 being taken to the  
 Co. accordingly

L

(S. J. COURT)