

EAST AFR. PROT

10-53

Editorial
Conf
148

STRIKE AMONG INDIAN RAILWAY ARTISANS

465

1914

September

previous Paper

Submits General Manager's report. Comments on various grievances and submits recommendations for consideration. Refers also to strike in P.W. Department.

Mr. B. D. ... for G. Fildes.

This does supply ... the ... 36118/14 (secret) ... dealing ... the circumstances of Mr. Taylor's return to England.

Mr. Taylor appears to have handled the matter very badly and his account of events is ...

The Govt. disagrees with Mr. Taylor's statement that the men did not return as soon as possible after his (Mr. Taylor's) promise to address their grievances on 26 July.

Mr. Taylor appears to have tried to make his ... concessions ... premises ... the ground that ... (see 26 July) ... come to the conclusion that the agitation was not properly answered to prevent the ... and that the men did not resume work on 27 July (see Mr. Taylor's ...)

*23 Nov 14
Mr. B. D. ...
The Govt. ...*

50386

The minutes dated 29 July.

It is a matter to have had some legitimate
and an and I think that the Governor
proposed is not
Justice has been brought at the interview on
26 July is not objected to some of
The demands in his proclamation of
26 July (and is speaks of remedying
all the demands !

Taking the precedence in order

I. Non native pill law

This is said to be the chief grievance, and
we have heard of it before (see minutes in a
letter from Mr Taylor in 30/7/07, 2). We left
it to the Govt to consider whether any modi-
fication of the law was desirable in the
case of Railway employees.

I think we may approve the Govt's decision
that in the case of Indians and giving an
agreement with salary in the fact an
the law should be laid on their behalf by
the Railway

But I imagine that Indians in a
similar position in the PARA or
Medical Depts will claim the same
privilege, and that there will be more
trouble. We should ask for the Govt's
views.

Pr

There would
under 1.60

II. Leave We may approve the Govt's proposal.

III. Rations See Mr Radford's account of
his inspection of the stores (Appendix
of 2nd) and his recommendations in para.
13 (p. 48)

Mr Radford considers that the food
is of good quality and sufficient, on
the understanding that a man is expected
to supplement it from his own pocket.

The Govt proposes to make no change and we may assume I think that the Govt's intention is not intended to be a complete dict. But we should draw the Govt's attention to Dr Redford's recommendation for storing the word and for inspection by the medical Dept. The recommendations seem reasonable.

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- IV Concurrency Doc.
- V Accidental Leave
- VI Termination Agreement
- VII Free passage to dependents

} approve the Govt's proposals

no ... we might ask ... M ... The ...

It appears that the agreement ... the Govt ... of ...

The Director of Emigrants (236) ... the Govt's request ...

So long as the ... remains ...

The various advances in support of the amendment were inadequate (p. 34).
What we should send D.O. copies of the above correspondence explaining that for Paul has raised the point, and should suggest that the offending words might be deleted.

VIII - XV call for no comment

XVI Full pay for strikes during the period of the strike. This was promised by Mr. Taylor at his interview on 20 July (page 12). The Govt would not have approved this, but I think that we may agree with him that the concession which now is granted in view of the loyalty explosives the workmen with the beginning of the war also Govt Taylor's reaches the striking concerned the in the interest.

The proposal to limit the P.M.D. to make some sense is only fair & the circumstances. The D.P.M.'s I favour in a matter so important unless with that of the G.M.

and the G.M.'s action will probably strike a striking habit of the Govt Taylor W. Hill might have been taught a lesson.

I think we should approve the Govt's proposal, but feel to advise suggested above and write to D.O. on at 11.10.14
V. D.D. 30.10.14

of what
the
I have
35
of
the
proposed
to
D.P.

III We must certainly discuss all points in D. Redford's report.

IV If men who have before them the prospect of being repatriated at Govt expense have no hardship & to do with repatriation I should be much inclined to consent to the simple repatriation after due notice (8 weeks) is given. But it is not a point to insist on - the contract is agreed to by the Catalogue & he can reasonably be expected to abide by it.

V We should certainly appeal to D.O. to make a clause in the agreement which would allow the Govt of carrying into effect the intention to lead to trouble. This is a striking habit of the Govt Taylor W. Hill might have been taught a lesson. It is a great advantage to be given by our having their family with them if only the question of quarters could be solved.

VI Having a question of money we must put matters right as soon as we can. I am not sure what funds are contemplated for the hospital & the ambulance hospital is included in the Home services & I demand to be met with any extra to the objects of the loan. I suppose we shall not get the money yet.

VII Other considerations apart from the question of pay during the strike was the subject of a definite pledge by the G.M. not to strike if we would have the very same effect.

AFRICA PROTECTORATE
CONFIDENTIAL No. 148.

GOVERNMENT HOUSE,
NAIROBI,
BRITISH EAST AFRICA.

10th September 1914.

Sir,

I have the honour to refer to my
Circular of 27th August
1914. In reply to the report of the
Railway, in which it is stated that
workshops.

I received Mr Taylor's report
detailing the grievances of the
Strikers and his views as to the
extent to which they should be considered.

From that moment, a strike of

Mr Taylor's report.

enclose, you will observe that the Strike
began on Friday 27th August &
gradually spread during the following week. By Saturday July
25th it had become general and on the afternoon
of that day, a meeting was held at Government
House, at which the Attorney General, the

HONOURABLE

LEWIS HARCOURT, F.C., M.P.,

SECRETARY OF STATE FOR THE COLONIES,

DOWNING STREET, LONDON, S.W.

General Manager and myself were present, to consider the position. A definite line of action was decided upon, in pursuance of which the attached printed circular was issued.

4. On the following day, Sunday 26th, a deputation waited upon Mr Taylor which included, besides representatives of the Strikers, a certain Mr. Ritch, to whom I previously had occasion to make reference in my despatch No 414 of my 1st forwarding the proceedings of the Indian Congress held at Bombay last March. This person is a professional agitator and had no legitimate grounds for intervention in the matter, being quite unconnected with the railway. He is, however, quick to turn situations of this kind to his own advantage and no doubt profits pecuniarily by doing so.

Mr Taylor received the deputation and according to his own account promised them a number of concessions amounting to a practical recognition of almost all their demands. This was entirely at variance with the policy agreed upon previously, which was that no consideration should be given to any representations until the men returned to work.

5. In view of the assurances ^{which} they had received from Mr Taylor, the Nairobi Strikers returned to work on Monday 27th July and those in the other stations followed suit during the week.

6. As regards subsequent events Mr Taylor's letter is far from being as explicit as I could have wished but from his paragraph 10 and the

circular

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19/10/14

circular of July 29th, enclosure (c) in his report, he appears to take up the position that the men had not fulfilled their bargain and that he was consequently absolved from carrying out the promises which he had made to them. With this suggestion I regret to say that I am totally unable to agree. The Nairobi men returned to work on Monday 27th July and those in other stations did the same as soon as their leaders had an opportunity of communicating with them. There are in my opinion no grounds for any imputation of bad faith on their part in this respect.

I will now deal briefly with the list of grievances which forms the first enclosure in Mr Taylor's report.

1. NON-NATIVE POLL TAX.

Personally I am not in sympathy with this particular form of taxation nor should I have ever recommended its imposition. It had however been approved prior to my arrival in the Protectorate and the machinery incidental to its collection was prepared. I did not therefore feel inclined to interfere with a decision which had been arrived at by my predecessor, but preferred to await the experience of the practical results of the imposition of the tax. These have been on the whole satisfactory. It has now been in force for two years and has, generally speaking, been accepted by the community, although I will not deny that there have been complaints in some quarters. As matters stand, I do not think the present an opportune moment

moment to remove the tax, though it may be possible to take that step at a later date when some other method of obtaining an equivalent revenue has been devised. The question of the liability of the Indian employes of the Railway is, however, quite another matter and I have discussed it with the General Manager in all its bearings. As a result I have come to the conclusion that though legally justifiable the imposition of the tax on agreement men is not morally defensible. I consequently concur with the General Manager's recommendation that in the case of strikers falling under that category, whose wages are less than Rs 50 per mensem, it should be paid by the railway on their behalf. Locally engaged men should not receive any such concession. They accept employment with their eyes open and if the tax were paid for them, would be liable for a short period and leave a bill directly payable to them.

10. II. LEAVE.

I agree with the General Manager's recommendation on this point, viz that service should be reckoned as continuous if no break exceeding 6 months occurs between each tour. Locally engaged men are not entitled to leave with pay and passages and should not receive it.

11. III. RATIONS.

This matter has been the subject of an exhaustive enquiry by the Principal Sanitary Officer, whose excellent report, a copy of which I attach shows clearly that there is no reasonable ground of complaint on this score. I do not therefore propose that any change be made in existing conditions.

Report

12. IV. CONSERVANCY FUNDS

I support the energy of the Manager that the cost of conservancy funds should be met by the railway.

13. V. ACCIDENTAL LEAVE

I think that the request for a few days leave in the course of the year to attend funerals or render assistance to sick friends is not unreasonable having regard to the fact that these Indians are a small community in a strange country. I would suggest a maximum of seven days in twelve months, only one day's holiday to be taken at a time and a medical certificate to be produced to show that the leave is actually taken for one of the purposes specified above.

14. VI. TERMINATION OF AGREEMENT.

I agree with the Manager that the practice of asking for a refund of double the passage money in case of termination of agreement prior to the proper date of expiry furnishes no legitimate ground for complaint. The concession asked for should, in my opinion, be refused.

15. VII. FREE PASSAGES FOR FAMILIES AND DEPENDENTS.

This raises a point of some difficulty. The form of agreement prepared in India for these men provides for passages for dependents. The reason for this is that on estates all the members of a family are useful and there is no object in preventing them from accompanying the indentured labourer, who is generally speaking recruited for plantation work. The Uganda Railway is, however,

in quite a different position; dependents are useless and give rise to extra trouble and expense. Nevertheless the Indian Government has hitherto refused to vary the terms of the agreement, and all that it has been possible to do is to instruct the Agents in India to discourage the men from bringing dependents. This policy we must continue to pursue and at the same time I would suggest that the Indian authorities be urged with a view to the modification of conditions which do not meet our requirements.

18. VIII. DECEASED WORKMEN'S FAMILIES.

I agree with Mr Taylor that each case must be treated on its merits.

19. IX. HOLIDAYS.

The existing practice of granting 4 days per annum on pay appears to meet the case and I concur with the Manager on this point.

20. X. DEATHS WHILE ON DUTY.

The question of compensation must depend on the nature of the case, as at present.

21. XI. POSTAL FACILITIES.

The facilities requested have been provided.

22. XII. ACCOMMODATION FOR MEN WITH DEPENDENTS.

There are some grounds for complaint in this connection, the accommodation in the present Civil Hospital being admittedly insufficient. Funds for the commencement of the new building are available and its erection will ameliorate matters to a very considerable extent.

23. XIII. QUARTERS FOR FAMILIES.

Here too the men no doubt have a genuine grievance and every effort is being made to erect quarters.

quarters of an improved type as fast as funds will admit.

22. XIV. TRANSFERS TO UP-COUNTRY.

I agree with the Manager that there is no necessity for granting local allowances in such cases.

23. XV. INCREMENTS.

These must be contingent as at present, on a satisfactory performance of the duties of the post.

24. XVI. STRIKE PAY.

Mr Taylor's promise that the men should receive full pay for the period during which they were on strike is not one which I should have felt inclined to endorse had normal conditions prevailed since that date. In the interval, however, a state of war has supervened and very heavy demands have been made upon the railway staff practically from the moment that they returned to work. These demands have been cheerfully and loyally met and the assistance rendered to the Government and military authorities both in the workshops and in carrying out volunteer duties has been invaluable. In view, therefore, of the excellent work which they have done and in order to maintain the good feeling which has now been completely restored I recommend as an act of grace that the strikers be granted full pay for the period during which they were absent from duty.

24. I must now refer to a development of the strike which affected another Government Department. The Indian employes of the Public Works Department, both the indentured men and

6. ... left their work at the
 ... in sympathy with their confrères
 in the Railway shops. The Director of Public Works
 managed the situation with great decision and
 firmness refusing, in pursuance of the policy which
 I had laid down, to treat with the men at all until
 they returned to work, and making use of African
 apprentices to deal with all urgent requirements.
 His action would I think have been successful in
 any case but, as it was, his men doubtless heard
 of the concessions promised by the Manager and
 were all back at work on Monday July 27th. Their
 return was unconditional but I should not wish to
 penalize them on that account and I would therefore
 recommend that they receive precisely the same
 treatment as is proposed for Railway employes.
 I shall be glad to know as soon as
 possible whether you agree with my suggestions.

I have the honour to be,

Sir,

Your humble, Obedient servant,

Alarway Beyard.

GVERNOR.

CONFIDENTIAL

August 4

8/2/16
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STRIKE OF RAILWAY ARTIZANS

In continuation of my letter No. 2243/335 of July 30th last and my No. 2243/335 of 31st August 1914 and in reference to your No. 2243 of 15th August intimating that as the men have returned to their work His Excellency will now give their representative- tive consideration I have the honor to submit a list of the grievances brought forward by the Representative of the Artizans and the action taken by me.

2. The strike broke out on the first instance at the house of S. Ida, ... of ... went out on Monday ... lowered at ...

3. The men went out ... of the incidence of the Poll tax ... taken out against them for non-payment of ... matters to a head.

4. But when out on strike with little to do and agitators working amongst them they brought forward various other grievances - many of them real and others of little ...

5. It ...

THE HONORABLE
MEMBER
FOR THE
GOVERNMENT
OF INDIA
SECRETARY
TO THE GOVERNMENT
OF INDIA

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and they came and saw me at my Office putting forward their various grievances which I said I would look into and do my best for them.

Later it was put to me that sterner methods were now advisable and on Saturday 25th it was arranged with His Excellency's sanction to issue notice that if the Artizans did not return to duty by 8-30 on Monday 27th July they would be turned out of the Railway Landies and the Agreement men shipped back to India.

6. This caused great excitement in the Landies and I learnt that it had been arranged to form a camp for the locally engaged men and that the Agreement men would all take passage to India and I had a feeling that this would be prejudicial to the Railway and should be prevented by every means possible.

7. On Sunday 26th I was asked if I would receive a Deputation of the Artizans of the Uganda Railway introduced by Mr. Ritch

I listened to the Deputation's statement and I gave a letter addressed to the Artizans of the Railway in which I undertook to remedy any grievances as speedily as possible, to free them from the incidence of the Poll Tax and to see that no bad food was served - provided work was resumed on Monday 27th July.

8. Work was not resumed by the Mombasa, Kisumu and other sections of the Artizans. In order to make the position perfectly clear I issued the following Circular to the Artizans - and I trusted that my offer to meet a properly constituted Committee would prevent any reoccurrence of the strike on the part of those

who had returned to work. I had proposed to allow the men to incorporate in their Committee any Barrister or barristers whom they may elect to facilitate the exposition of their case but I did not propose to allow the inclusion of any other non-railway men in such Committee.

Further I had proposed to form a sub-Committee of my Head of Departments to consider with the men's Committee the various points they had raised and what steps could be taken to relieve the position. Mr. Ritch should perhaps have been described in the Circular as the Advisor to the Deputation rather than one of them.

D
E
F

9. In reference to this Circular I received the following letter from Mr. Ritch dated 31st July and I attach copies of my reply of same date and his further letter of August 1st.

10. There was no doubt that the Leaders of the Strike were at Nairobi and the Deputation which waited on me on 26th July included a large proportion who were not Railway men and who were obviously leaders in the Strike. I took these to represent the whole Railway but as they failed to bring all the men back to work they either did not represent the whole Railway or part of the Railway went back on them. The men were not all back by Wednesday as stated by Mr. Ritch. In fact Kisumu were not back on Friday 31st July - they only returned on Saturday 1st August vide telegram attached, which was not replied.

G

Therefore my undertaking of the 26th July falls through.

11. But since the issue of this notice there has been a great change in the state of affairs.

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We are at war with Germany and Austria and Martial Law has been declared in the Protectorate. The Indian Community has taken up a very loyal attitude, many of our Indian Artisans in the shops have volunteered for Military duty and I therefore ask that consideration be given to them especially to those Artisans who returned to duty on 27th July.

11. I on my return from the country brought the matter of the payment of pay during the period of absence before His Excellency and in consultation with Mr. Eastwood it was agreed to allow pay to those who had returned to work at the agreed rates. Prices are ruling high and the employees are working all working overtime and it appeared to His Excellency to allow them this special consideration.

12. I beg therefore to request that the grievances as put up to me may be kindly met by His Excellency and Mr. Eastwood's further Deputation as officers for 12 months.

I have the honor to be,

Your obedient servant,

General Manager
Uganda Railway.

LIST OF GRIEVANCES1. POLL TAX.

This should either be abolished as, under the terms of our agreement of service, our stay in this country is only a temporary one; or should be paid out of the Railway Funds, as when we agreed to receive certain wages, it was on the distinct understanding that no further deductions would be made than those which were stipulated in the Agreement.

The Poll Tax presses very hardly on the lower paid staff and that the Agreement staff have a real grievance in this. It is also most difficult to differentiate between the Agreement and the Locally engaged staff as both do the same work and generally have more or less permanent employment. I informed them that endeavours were being made to get the Poll Tax removed on our Artizans drawing Rs60/- and under and in any case I will arrange to meet it from Railway Funds.

The cost would be Rs. 600.

11. LEAVE

Formerly all the workmen were given three months leave with pay and passage after three years continued service. This leave is no longer given. This is a hardship which besides depriving the workman the means of his subsistence during his holiday, adversely affects in the matter of gratuity, as anyone taking leave without pay (and under present rules he cannot take leave with pay) is supposed to have

broken the continuity of his service, and can, therefore never complete the fifteen years requisite to entitle him to gratuity. We say that leave with pay and passage be allowed in the future.

The statement as to all workmen formerly getting three months leave with pay and passage after 3 years continued service is incorrect.

I find it was subordinates only who got this consideration and not Artisans. Leave is granted only to those in receipt of a ticket showing the number of tours and who have served a certain number of years continuously on the Railway. The rule is that when the gratuity for good and faithful workman's service, which is lately sanctioned, was being considered the case of the Artisan was overlooked. They get no leave with pay and passage after each tour.

I consider that it should be allowed that an Artisan may be said to have done 15 years' service if he has done 5 tours of service of 3 years each and has not had a longer break than 3 months between each tour. I agreed that the local engaged Artisans be given a privilege to have after 3 years good service that which was granted to the representation that it used to be granted and should not now be allowed.

Pay on leave other than as noted above was not agreed to.

The cost of passages if taken by all would be £2000.

III RATIONS

Rations supplied at present are quite inadequate as food for the Indians, and the articles supplied are of such bad quality that they are unfit for the consumption of well-loved animals. The articles supplied are

shall salt and no one can expect the meanest Indian to live entirely on these articles. Adequate rations should be supplied, and they must be of good quality.

The issue of rations during construction was on a different scale to that now in force. The question is whether the ration should be a complete one or one just giving the necessaries of life to which the man will make his own additions.

Mr Radford has gone most thoroughly into the matter vide his report No 23/187 of the 29th July 1914 to the address of the Chief Secretary and found the grievances unfounded.

Some improvements and safeguards are suggested which are being carried out.

It was promised that no bad food would issue and that the scale would be looked into with a view to improvement.

If the increase be but 1/2 per head the cost would be Rs. 462.

IV. CONSERVANCY FEES

These should be borne by the Railway Department as is done in India. If wages are not high enough a bear being mated in the shape of various etc.

It is not customary in India to charge Railway subordinates such as those living in the landies Conservancy fees. I agreed that the cost of Conservancy be borne by the Railway.

The cost would be Rs. 540.

V. ACCIDENTAL LEAVE

Whenever one of the workmen dies some workmen must attend to his funeral. Those who absent themselves for this purpose are deducted double pay for the day. A limited number of days should be allowed with full pay in a year for this purpose and also for the purpose of attending

the sick friends or relations.

The Artisans appear to feel it is no real funeral unless 100 or 80 attend and there is difficulty in allowing so many men away.

Funerals are few - there having been only 3 this year and it should be possible to meet the men.

It was agreed that no obstacle be made to letting men attend but only a few should go at first to arrange the grave.

It was agreed to fix some number of days when a man may be absent to help a sick friend. A doctor's Certificate being necessary for his absence. As there is no suitable hospital accommodation for Indians this matter requires some consideration.

VI. TERMINATION OF AGREEMENT

Formerly if an employee wanted to terminate his agreement he was only required to refund the actual amount spent on his passage. Double the sum is now required to be refunded. This is a hardship which we pray should be remedied.

This is no hardship. The Railway imports the men for 3 years and requires their services for the full period.

This was not agreed to.

VII. FREE PASSAGE FOR FAMILIES & DEPENDANTS

According to the terms of agreement free passages to and from our houses must be provided for our families and dependants. This is no longer done and we require that this privilege be granted again.

Dependants are of no use to the Railway and the Protector of Emigrants has been asked to revise the Agreement and unfortunately the local Authorities in India have not yet seen their way to do so. Our Artisans therefore sign an Agreement saying their

dependants will be given passages, but at the same time are told they must not bring them or if they come it is at their own expense.

This Agreement form is based on the requirements of planters and such like when all the family are of use. To us the family are a hindrance and a trouble. We have no quarters for them and the men should be available for service anywhere on the line, but until the Agreements be altered we must be guided by what is in the signed agreement.

accepted that the Agreement would hold so far as the dependants entered on these and we can only accept those who have accepted the Agreement and whose terms have been witnessed by the Agent in India.

If free passages be given to all it would mean railways being given too which cannot be allowed.

Send Confidential Minute by Mr. Eastwood of 8th November 1913. Manager's letter No. 106 of 18th November 1913 to the Agents in India. Agents letter No. 340 of 12th December 1913. Manager's letter No. 43 of April 26th 1914 to the Agents.

Agents letter No. 144 of 24th June 1914. 12 employees at cost of passage and 25000 of rations 22,000.

VIII DECREASED WORKING BALANCE

when a WORKMAN and his family should be sent to his home at the expense of the Railway Department.

There is no regular rule. Each case will be treated on its merits, as at present.

The cost would be about £850.

- (1)
- (2)
- (3)
- (4)
- (5)

IX. HOLIDAYS

All the workmen, irrespective of their caste or creed, should be given all the holidays allowed to the Hindus, Mohammedans and Sikhs.

It was customary for all men to get 8 days holidays with full pay but in 1915 pay was stopped. On the matter being brought forward by the men it was settled and accepted that each caste or creed get 4 days with pay.

It is true that Hindus and Sikhs take holidays with the Mohammedans and less pay.

I agreed that the matter be referred to the Administration for consideration.

The cost would be ₹750.

X. DEATHS WHILE ON DUTY

It often happens that a man dies of an accident whilst in the actual performance of his duty. In such cases adequate compensation should be paid to his dependants.

"Compensation is not paid if the man lost his life due to carelessness on his part.

It was not agreed to alter the ruling.

XI. POSTAL SERVICE

A letter box should be placed in the Ladies which must be regularly cleared.

"A Postal Box has been arranged for".

XII. MEDICAL ATTENDANCE

Medical aid is not always to hand when wanted necessitating the engagement of private doctors. A properly equipped and staffed hospital should be opened in or near the Ladies.

This is a real grievance and it has been suggested to put up a temporary hospital at the Ladies but the Medical Authorities state all funds should

go to the Main Hospital which is now under consideration.

(6)
 (7)
 Read Manager's No. 2913 of July 30th and Principal Medical Officer's reply of August 5th 1914.

XIII QUARTERS OR LANDIES

This question is most important. At present very low, dark and insufficiently ventilated landies are provided and even in these workmen are packed like sardines. There is no kitchen accommodation. Roads are bad and there is no lighting on them. All the existing landies, excepting those which have been recently erected, should be demolished and new houses should be built in their place. These new houses should be properly ventilated and must have accommodation according to the sanitary rules. Kitchens should be provided and there should be no over-crowding. Proper roads should be built and they must be efficiently lighted.

The grievance is a real one and early arrangements are being made to improve the accommodation. The old type landies have been condemned both by ourselves and by Professor Simpson and as funds are available new landies are being built. The roads are being repaired and old landies cleaned up.

XIV. TRANSFER TO UP-COUNTRY

Workmen transferred to up-country stations should be given a local allowance of Rs 10/- per month, as many places are unhealthy and living costs much more.

This is no real grievance. A man has to serve where he is posted.

This was not accepted but the question of fever to be looked into.

XV. INCREMENTS

Increases in pay should be regular.

**increments can only be given for good work.

XVI. STRIKE PAY

Full pay should be allowed for the days the men have been out on strike.

It was considered the men had a grievance in that their petitions regarding the Poll Tax had been given no consideration or consideration and I therefore agreed to pay being allowed during the days the men were on strike. The men on their side promised to put extra hard & extra work in to make up the cost lost by stoppage work for the Centre.
The approximate cost about \$1000.

XVII. LEADERS

No one should be blamed or otherwise blamed for leading the strikers

any agree

TO THE ARTIZANS, UGANDA RAILWAY.

I have discussed with you the list of grievances submitted to me this afternoon and assure you that they will all be remedied as speedily as possible.

I am making every endeavour to get the Poll Tax on our Artizans drawing Rs.60/2 and under review, and can assure you that in any case I will arrange that it will not be paid out of your pocket.

I am taking immediate steps to see that no bad food is ever supplied and the scale is being considered with a view to improvement.

This undertaking is given on the assumption that work will be resumed tomorrow, Monday, 27th July.

Signed H.B.F.

25th July, 1914.

c. 14

General Manager's Office,
Uganda Railway,
28th July, 1914.

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To the ARTIZANS OF THE UGANDA RAILWAY.

When I consented to meet the deputation consisting of Messrs Rich, Puri and others on Sunday the 26th. instant I had been led to believe that these gentlemen had been properly authorised to speak on behalf of the Uganda Railway Artizans.

Acting on this belief I addressed a statement through the deputation to the Artizans of the Uganda Railway undertaking to increase the passenger fares and the extent of the Poll Tax in case of a general increase in this tax pressed heavily on the Artizans.

I further undertook to call a meeting of the Artizans which was adjourned to the 28th July, 1914. I have since then had several interviews with the Artizans and have endeavoured to explain to them the reasons for the proposed increases.

These Artizans have since then been in communication with the Uganda Railway Artizans of the Uganda Railway.

I am not satisfied that the Artizans of the Uganda Railway are empowered to appear and speak on behalf of the Uganda Railway Artizans, therefore any deputation which they may send must remain in abeyance until they are properly authorised.

This circular is to inform you that any further representation must be made through a Committee formally appointed and empowered to act on behalf of the Artizans and that no deputation without proper credentials in this sense will be recognised or met.

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I have satisfied myself that you have some legitimate grievances which require redress, and I shall be pleased to consider what steps can be taken to remedy the same in co-operation with you. I have been formally appointed to represent the views of the workmen on behalf of all the Artisans of the Uganda Railway.

31 Dec 1907
 W. G. ...
 ...

OK

Nairobi,

31st July, 1914.

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The General Manager,
Uganda Railway,
Nairobi.

Sir,

I am requested by the Indian Artisans employed in your Nairobi Workshops to communicate with you on their behalf, concerning the circular of the 29th instant received by them yesterday.

In view of your assurances of last Sunday solemnly given to the reputation that waited upon you at your invitation and reduced by you personally to writing, the circular has come as a most unpleasant surprise, and has created something very like consternation. The assumptions on which it would appear to be based are almost entirely erroneous.

The reputation that waited upon you was in the truest sense representative and properly clothed with authority.

Last night a Mass Meeting of the men unanimously endorsed the action as far as the Nairobi men are concerned, and in order that there should be positively no reasons for doubt on your part the authority and conduct of the reputation was fully ratified and approved.

After the reputation left you on Sunday wires were immediately despatched to the men all down the line, informing them that you had acceded to all the requirements put forward and that they were to return to work immediately.

The Nairobi men, as you know, returned to duty, the first being on Monday morning. It is believed that the others had all returned by the Wednesday at the latest.

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Their report... advised... who visited... the... the... to

The... their... to... for... to... if... they... by

The... of... was... the... to

The... of... by

that the question of the authorized and representative character of... reputation is completely answered by results, and that they are prepared to act with the utmost patience and forbearance, in order to afford you and the Government the fullest possible measure of the all opportunity of the carrying into effect of the undertakings given.

I beg that you will please reply, during the day, telling them by means of a letter addressed through me whether they are to understand that your assurances no longer hold good.

I have endeavoured, throughout this unfortunate business, to act as peacemaker, as, I had hoped, with some measure of success. The men are now again fretful because of the uncertainty caused by the circular. I am very anxious to allay their fears and suspicions. May I, therefore, ask that you favour me with a reply during today.

I beg to remain,

Sir,

Your obedient servant,

Richard L.W. Ritch.

E
19

31st July, 1914.

45

L.W. Ritch Esq.,
c/o The Station Offices,
Nairobi.

Sir,

I have the honour to acknowledge receipt of your letter of even date and state I have nothing to add to my Circular of the 29th instant.

(P). I shall be glad to receive any further representations through a Committee of the Railway Workmen empowered to act on behalf of those persons who object that they are aggrieved.

I have the honour to be,
Your most obedient servant,
W. H. L. S. J.
General Manager,
Uganda Railway.

Patrol, 1st. Division, 1914

457

The Honorable

Gen. Sir. ...
General ...
Patrol ...

I have the honor to acknowledge receipt of your letter of the 21st. July 1914 in answer to one of the same date.

I have no objection to your doing all to your power of the 20th. ... I do not wish to invite your attention to the fact that it was not admitted. I requested an explanation of what appeared ambiguous therein in view that my clients (the Affiliates) are not literate men and have their doubts as to your meaning.

So far from their constituting themselves aggrieved as stated in the second paragraph of your letter under the impression that they are as much entitled to be perfectly satisfied as you are, they are not to be regarded as such.

It is not my intention to make further inquiries or to trouble you or your staff directly or through a Committee about a matter that some years ago has been happily settled under your own written undertaking.

Unfortunately your letter of the 21st. July 1914 does not appear either to your men or to myself to throw any light upon the meaning of your circular of the 29th., or to constitute a reply to the request for an explanation contained in my last letter.

I have counselled the men to restrain the suspicions

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which have been aroused in their minds by your circular
 and as I am personally most anxious that the peaceful
 settlement arrived at on the 27th ultimo should not be
 disturbed, I would earnestly beg that nothing be done
 which might lead the men to believe that your written
 assurances will be other than faithfully observed.

I beg to remain,

Yours faithfully,

Signed L.W.Ritch.

Copy of Telegram.

From - Tejaswini, Kisumu, for Artisans.
To - W.S. Taylor Esq, Nairobi.

497

If concessions oaded Nairobi Artisans extended to Kisumu
will resume work on confirmation.

COPY.

NAIROBI,

8th November 1913.

General Manager,

493

"Dependents" of Men on Coalic
Agreements.

With regard to the ruling of the Attorney General.

With reference to the recent decision that we are responsible for passage etc. of any persons whose names appear as dependents on the agreements of our men engaged in India, I would recommend that the matter be again put forward for the most careful consideration and if the opinion that we are liable unless our employee contracts himself definitely into the liability that the matter should be sent home for the highest possible opinion to be obtained upon it.

In our Coalic agreements the employee either signs or gives his thumb mark, both being attested.

As to the necessity, if it is necessary, to prove identification at the time of formal completion of the agreement. In the case of agreements there is no signature or thumb mark, and there is not any formal recognition on our part that we acknowledge the dependents, or that we can at any time identify them, and also, there is no proof that the names of the dependents were in the agreements at the time that they were executed. I do not see how we can be held liable for a responsibility that might be placed fraudulently upon us, and I am sure that if the Indian Government considered us liable that they would have the signature of our Agents in connection with the signature of each person involved in the agreement.

Our

Our liability under the clauses in connection with this are very great. We have to give them passages, medical attention, presumably quarters, and I am not sure according to the agreement if we should not also give them rations. Only a few passages have been claimed up to the present time, but if it is once definitely proved that we are liable in any way there is not the slightest doubt that claims for every possible benefit will be put forward, and we will have to meet them.

I believe that the origin of the clause was for emigrants going to settle on farms, or to work on tea or other plantations, where the emigrants would be of equal service to the employer, and become useful members of the population, but in the case of a Railway they are of no use whatever, and our present action determines itself into the fact that we are populating East Africa with a native population that is of no service to us at our own liability.

Looking through the last year's lot of agreements no opinion is forced upon me that the Agents in India are acting without any care, forethought, or discretion. Masons and Carpenters are coming out with a wife and several children. The nature of the work of these men clearly shows that they must move from place to place, and how can we possibly provide accommodation for a Carpenter, his wife and three children for a man being moved about on construction works. In such a case as his dependent's rations alone represent over Rs. 30/- per mensem. Such persons as brothers, brothers-in-law, fathers, father-in-law, are amongst those sent out. It is not right that the brother-in-law of a man of 23 should come out as a dependent. All our employees have to pass a medical examination as to their physical soundness, and I presume, if we are in any way liable, that

Number of Casual Agreement in the past 12 months 553
 Number of Dependents brought out .. 66

Relationship of Dependents.

Wives	27	} Against 42 Employees.
Sons	20	
Daughters	4	
Mothers	1	
Brothers	5	
Sisters	2	
Daughter-in-law	1	
Nephews	1	
Nieces	3	
No relationship given	2	

NOTE-

one man of 27 brought out 1 sister and 3 nieces.

sd/- S. S. S. S. S.
 Chief Accountant,
 Uganda Railway.

COPY.

No. C/19/4
105

(2) 27
562
General Manager's Office,
Uganda Railway,

CAIRO, 19th November '13.

To,

Messrs Mackinnon Mackenzie & Co.,
Agents in India,
Uganda Railway,
KARACHI.

Gentlemen,

Dependents of men engaged in India.

I have the honor to state that since writing
by No. C/19/4/1245 of 5th instant, I have gone more care-
fully into the question of dependents of men engaged un-
der the Coolie Agreement for the Uganda Railway by your firm,
being sent out of this country at the expense of this
Government and that the following are required alterations:

2. No list of names of the dependents are given
on the Agreement and a description is supplied
to enable the authorities here to identify the people on
their arrival in the country or detect any change the
employee may make in the list of his dependents during
the period of his Agreement.

3. The system leaves a very large field to the
employee to bring over dependents of all sorts; in one
case a man brought out a sister and three nieces.

4. In cases of men being engaged to work in Tea,
Coffee, Cane and other Plantations where the dependents
would be of equal service to the employer and become
useful members of a small community on an Estate, I dare
say, the system would work satisfactorily but in the case

of the railway they are of no use whatever and I do not see why the Government should be compelled to pay for their transportation and repatriation.

3. For the future I must ask you not to engage

any more dependents unless they are prepared to execute the agreement that they will refund the cost of their passage to Java and back.

4. I must also ask you to pay me of the 10th instant the amount of the 10th instalment of the loan after deducting the amount of the 10th instalment of the loan which I have already paid. The amount of the 10th instalment of the loan which I have already paid is Rs. 1000.00. The amount of the 10th instalment of the loan which I have already paid is Rs. 1000.00.

Yours faithfully,

[Signature]

PUBLIC RECORD OFFICE

CONTINUED ON NEXT FILM

C0533/140

TOTAL EXPOSURES ⇨

