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E. AFRICA

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Crown Agents

Date.

PASSAGE AND APPOINTMENT AGREEMENTS

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Last previous Paper.

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Subsequent Paper

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

TELEGRAMS, BROWN, LONDON.
TELEPHONE 1622 VICTORIA.

WHITEHALL GARDENS,
LONDON, S. W.

4th August, 1911.

Sir,

With reference to your letter of the 12th of
July last No. 22243/1911 I have the honour to enclose
for the information of the Secretary of State copies
(in duplicate) of the agreements to be used in future
in connection with the engagement of officials for
service in Eastern Africa, which have been amended in
accordance with instructions received from the Secretary
of State.

I have the honour to be,

Sir,

Your obedient Servant,

for Crown Agents.

The Under Secretary of State,

&c. &c. &c.

COLONIAL OFFICE.

Agreement made this _____ day of _____

One thousand nine hundred and _____

Between _____

in the County of _____ of the one part,
and THE CROWN AGENTS FOR THE COLONIES, of Whitehall Gardens, London,
in the County of Middlesex, for and on behalf of His Majesty, of the other part.

Whereas _____

(hereinafter called the Person

selected) hath been duly selected for appointment as _____

in the Protectorate of _____ and will be provided with a passage to the Protectorate

in the Steamer leaving _____ on the _____ day of _____

19

And whereas the Person selected may hereafter be granted leave of absence from the Protectorate known as "return leave" or "return sick leave," and may receive pay in respect of such leave

Now the Person selected, in consideration of the premises, doth hereby agree that should he fail to proceed to _____, or, prior to the expiration of the tour of service that shall have been fixed by the Governor of the Protectorate, either quit the Protectorate without leave or leave the service of the Government of the Protectorate or be dismissed or removed from his appointment in consequence of misconduct, he will refund and repay to the Government of the Protectorate or to the Crown Agents for the Colonies in London, the amount paid for his passage to the Protectorate and transport to his post.

Provided always that nothing herein contained shall bind or oblige the Person selected to repay the aforesaid amounts if at the time he shall leave the service of the Government of the Protectorate as aforesaid, the Governor of the Protectorate or person acting as such, shall certify that the Person selected is unable from bodily or mental infirmity to continue in the performance of his duty.

And the Person selected, in consideration of the premises, doth hereby also agree that should he fail after the expiration of such return leave or return sick leave as aforesaid duly to return to the Protectorate for further service under the Government of the Protectorate or for service under the Government of any other British Protectorate in East Africa, he will refund and repay to the Government of the Protectorate or to the Crown Agents for the Colonies on demand the amount or amounts which may have been paid to him or on his behalf in respect of such leave.

Witness our hands the day and year above written.

Signed by the said _____

in the presence of _____

Signature _____

Address _____

Signed by _____

in behalf of the Crown Agents for the Colonies as aforesaid) in the presence of _____



July, 1911.

UGANDA PROTECTORATE.

Class 1

Reqn. No. _____
Appts. _____

Agreement made the _____ day of _____ 19____
Between the Crown Agents for the Colonies, Whitehall Gardens, London, acting on behalf of
the Government of the Uganda Protectorate (hereinafter called the Government), and

_____ in the County of _____
(hereinafter called the person engaged).

1. The person engaged agrees to proceed to the Uganda Protectorate (hereinafter called the Protectorate), when and as directed by the Crown Agents for the Colonies, and undertakes that he will there diligently and faithfully perform the duties of a _____ for the term of his engagement, and will act in all respects according to the instructions or directions given to him by the Government through the Head of his Department or other duly authorised officers. In this Agreement the term "Head of his Department" shall mean the person for the time being acting as Head of his Department.

2. The salary of the office is at the rate of _____ pounds (£ _____) a year rising to _____ pounds (£ _____) a year by annual increments of _____ pounds (£ _____).

3. The Government shall deduct each month from the salary of the person engaged the sum of £ _____, which amount shall be paid in England by the Crown Agents for the Colonies to _____ the _____ of the person engaged, on ^{his} ~~her~~ presenting to them a bill drawn upon them by the Government in ^{his} ~~her~~ favour, and endorsed by ^{him} ~~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 hands the day and year above written.

Signed by _____
(on behalf of the Crown Agents for the Colonies) in the
presence of _____
of the office of the Crown Agents for the Colonies.

Signed by _____
in the presence of _____
Name _____
Address _____
Designation _____

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 the engagement may be extended as provided for in Clause 13. 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 and 12.

Quarters.

4.—The person engaged shall be provided with free quarters or be paid such an allowance in lieu thereof as the Government shall consider equitable. "Quarters" in this agreement means quarters free of rent, but not of rates and similar outgoings.

Travelling allowance.

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.

Passage.

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

(2) The Government shall provide the person engaged with a free passage from England to the Protectorate, but shall provide him with a passage back to England only as hereinafter provided.

7.—(1) If the person engaged shall be compelled by reason of ill-health not caused by his own misconduct to resign his appointment, or if at any time it shall be certified, by a duly qualified medical officer employed by the Government that he is incapable on physical grounds of rendering further efficient service in the Protectorate, the Government shall pay him full salary up to but not including the date of departure from 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 not make any further claim on the Government. He may however at the option of the Government be granted leave of absence with full salary under Clause 11, as if he had been invalided.

(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 appointment 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 a tour of residential service, determine his engagement on giving to the Government three months' notice in writing, or on paying to the Government one month's salary, and in either case repaying the cost of his passage to the Protectorate. He shall not in either case be entitled to a return passage to England.

(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 such leave, return and 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

EAST AFRICA PROTECTORATE.

CLASS 1
2713

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.

Leave of absence.

11.—(1) The person engaged may, after 30 months' continuous residential service, if the exigencies of the service permit, be granted (a) leave of absence on full salary (known as vacation leave) for the time necessarily spent on the voyage home and for three days in respect of each completed month of continuous residential service together with a free passage home, and (b) if he is returning to the Protectorate further leave of absence on full salary (known as return leave) for three days in respect of each completed month of continuous residential service, and for the time necessarily spent on the voyage out together with a free passage out, and 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.

12.—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.

13.—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.

14.—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.

15.—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.

No. _____
Appts.

Agreement made the _____ day of _____ 19____
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 _____

in the County of _____

(hereinafter called the person engaged).

1. The person engaged agrees to proceed to the East Africa Protectorate (hereinafter called the Protectorate), when and as directed by the Crown Agents for the Colonies, and undertakes that he will there diligently and faithfully perform the duties of a _____ for the term of his engagement,

and will act in all respects according to the instructions or directions given to him by the Government through the Head of his Department or other duly authorised officers. In this Agreement the term "Head of his Department" shall mean the person for the time being acting as Head of his Department.

2. The salary of the office is at the rate of _____ pounds (£ _____) a year rising to _____ pounds (£ _____) a year by annual increments of _____ pounds (£ _____).

3. The Government shall deduct each month from the salary of the person engaged the sum of _____ £ _____, which amount shall be paid in England by the Crown Agents for the Colonies to _____ the _____ of the person engaged, on _____

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

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

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

As witness our hands the day and year above written.

Signed by _____

(on behalf of the Crown Agents for the Colonies) in the presence of _____ of the office of the Crown Agents for the Colonies.

Signed by _____

in the presence of
Name _____
Address _____
Occupation _____

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 the engagement may be extended as provided for in Clause 13. 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 and 12.

Quarters.

4.—The person engaged shall be provided with free quarters or be paid such an allowance in lieu thereof as the Government shall consider equitable. "Quarters" in this agreement means quarters free of rent, but not of rates and similar outgoings.

Travelling allowance.

5.—When travelling on duty away from his station in the Protectorate, the person engaged either shall be provided with transport or shall be paid travelling expenses according to the scale laid down for transport and travelling expenses in the Protectorate.

Passage.

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

(2) The Government shall provide the person engaged with a free passage from England to the Protectorate, but shall provide him with a passage back to England only as hereinafter provided.

7.—(1) If the person engaged shall be compelled by reason of ill-health not caused by his own misconduct to resign his appointment, or if at any time it shall be certified by a duly qualified medical officer employed by the Government that he is incapable on physical grounds of rendering further efficient service in the Protectorate, the Government shall pay him full salary up to but not including the date of departure from 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 11, 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 appointment 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 a tour of residential service, determine his engagement on giving to the Government three months' notice in writing, or on paying to the Government one month's salary, and in either case repaying the cost of his passage to the Protectorate. He shall not in either case be entitled to a return passage to England.

(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, 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.

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

UGANDA PROTECTORATE.

Class 2.

No. _____
Appts.

Agreement made the _____ day of _____ 19____
Between the Crown Agents for the Colonies, Whitehall Gardens, London, acting on behalf of the Government of the Uganda Protectorate hereinafter called the Government, and _____ in the County of _____

hereinafter called the person engaged

1. The person engaged agrees to proceed to the Uganda Protectorate hereinafter called the Protectorate, when and as directed by the Crown Agents for the Colonies, and to undertake that he will there diligently and faithfully perform the duties of a _____ during 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 authorized officers. In this Agreement the term "Head of his Department" shall mean the person for the time being sitting as Head of his Department.

2. The salary of the office is at the rate of _____ pounds a year rising to _____ pounds a year by annual increments of _____ pounds.

3. The Government shall deduct each month from the salary of the person engaged the sum of _____ which amount shall be paid in England by the Crown Agents for the Colonies to _____ the person engaged or to _____ presenting to them a bill drawn upon them by the Government in his favour and endorsed by him.

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

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

As witness our hands the day and year above written.

Signed by _____
(on behalf of the Crown Agents for the Colonies) in the presence of _____ of the office of the Crown Agents for the Colonies.

Signed by _____
in the presence of _____
Name _____
Address _____
Occupation _____

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.

Leave of absence

11.—(1) The person engaged may, after 30 months' continuous residential service, if the exigencies of the service permit, be granted (a) 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 together with a free passage home, and (b) if he is returning to the Protectorate 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 together with a free passage out, and 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

12.—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

13.—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

14.—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

15.—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.

* NOTE.—Wherever 24 days are mentioned in this clause, 3 days may at the discretion of the Governor be substituted in respect of leave at any station which is classed by the Government as an unhealthy station.

Class II. May, 1911.

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 13. 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.—The person engaged shall be provided with quarters or be paid such an allowance in lieu thereof as the Government shall consider equitable. "Quarters" in this agreement means quarters free of rent, but not of rates and similar outgoings.

Travelling Allowance.

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.

Passage.

6.—(1) Passage in this agreement means 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.

UGANDA PROTECTORATE.

Class 2.

No. _____

Appts. _____

Agreement made the _____ day of _____ 19____
between the Crown Agents for the Colonies, Whitehall Gardens, London, acting on behalf of the Government of the Uganda Protectorate (hereinafter called the Government), and _____ in the County of _____ (hereinafter called the person engaged).

The person engaged agrees to proceed to the Uganda Protectorate (hereinafter called the Protectorate), when and as directed by the Crown Agents for the Colonies, and undertakes that he will there diligently and faithfully perform the duties of a _____ for the term of his engagement, and will act in all respects according to the instructions or directions given to him by the Government through the Head of his Department or other duly authorised officers. In this Agreement the term "Head of his Department" shall mean the person for the time being acting as Head of his Department.

The salary of the office is at the rate of _____ pounds
_____ a year rising to _____ pounds
_____ a year by annual increments of _____ pounds

The Government shall deduct each month from the salary of the person engaged the sum of _____ which amount shall be paid to the Crown Agents for the Colonies to _____ the person engaged, on _____ presenting to them a bill drawn upon them by the Government in his favour, and endorsed by _____

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

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

As witness our hands the day and year above written.

Signed by _____
(on behalf of the Crown Agents for the Colonies) in the presence of _____ of the office of the Crown Agents for the Colonies.

Signed by _____
in the presence of _____
Name _____
Address _____
Occupation _____

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. 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 commission 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.—The person engaged shall be provided with quarters or be paid such an allowance in lieu thereof as the Government shall consider equitable. "Quarters" in this agreement means quarters free of rent, but not of rates and similar outgoings.

Travelling allowance.

5.—When travelling on duty away from his station in the Protectorate the person engaged either shall be provided with transport or shall be paid travelling expenses according to the scale laid out for transport and travelling expenses respectively in the Protectorate.

Passages.

6.—(1) Passage in this agreement means 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 16, as if he had been furloughed 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.—If 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.

10.—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.

11.—In the event of any pecuniary damage arising from the person engaged disregarding or failing to comply with any order, standing order, or departmental instruction, or from any neglect of duty whatsoever on his part, he may be liable to a deduction from his salary to make good the damage or any part thereof, the amount of which shall be fixed by the Head of his Department.

12.—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 imprudence or negligence he shall be liable for 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 for default as for misconduct.

Dismissal.

Determination of engagement.

Liability to make good losses.

Absence from duty.

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.

13.—(1) The person engaged may, after 30 months' continuous residential service, if the exigencies of the service permit, be granted (a) leave of absence on full salary (known as vacation leave) for the time necessarily spent on the voyage home and for three days in respect of each completed month of continuous residential service together with a free passage home, and (b) if he is returning to the Protectorate further leave of absence on full salary (known as return leave) for three days in respect of each completed month of continuous residential service, and for the time necessarily spent on the voyage out together with a free passage out, and 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.

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.

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.

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.

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.

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 invalidated 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 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 out.

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.

1911

EAST AFRICA PROTECTORATE.

Class 2.

No. _____
Appts.

Agreement made the _____ day of _____ 19____

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 _____

_____ of the County of _____
hereinafter called the person engaged;

1. The person engaged agrees to proceed to the East Africa Protectorate hereinafter called the Protectorate, when and as directed by the Crown Agents for the Colonies, and undertakes that he will there diligently and faithfully perform the duties of a _____

_____ for the term of his engagement, and will act in all respects according to the instructions or directions given to him by the Government through the Head of his Department or other duly authorized 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 _____ pounds _____ a year rising to _____ pounds _____ a year by annual increments of _____ pounds _____

3. The Government shall deduct each month from the salary of the person engaged the sum of _____, which amount shall be paid in England by the Crown Agents for the Colonies to _____ the _____ of the person engaged, on his presenting to them a bill drawn upon them by the Government in full payment, and endorsed by _____

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

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

As witness our hands the day and year above written,

Signed by _____
(on behalf of the Crown Agents for the Colonies) in the presence of _____ of the office of the Crown Agents for the Colonies.

Signed by _____
in the presence of _____
Name _____
Address _____
Occupation _____

Fine

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) The person engaged may, after 4 months continuous residential service, if the exigencies of the service permit, be granted (a) leave of absence on full salary (known as vacation leave) for the time necessarily spent on the voyage home and for three days in respect of each completed month of continuous residential service together with a free passage home, and (b) if he is returning to the Protectorate without residential service together with a free passage home, and for the time necessarily spent on the voyage; each completed month of continuous residential service, and for the time necessarily spent on the voyage-out together with a free passage out, and 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.

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.

1911

EAST AFRICA PROTECTORATE.

Class 2.

No. _____
Appts.

Agreement made the _____ day of _____ 19____
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

in the County of _____

_____ after called the person engaged).

1. The person engaged agrees to proceed to the East Africa Protectorate hereinafter called the Protectorate, when and as directed by the Crown Agents for the Colonies, and undertakes that he will there diligently and faithfully perform the duties of a _____

for the term of his engagement,

and will act in all respects according to the instructions or directions given to him by the Government through the Head of his Department or other duly authorized 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 _____ pounds
£ _____ a year rising to _____ pounds
£ _____ a year by annual increments of _____ pounds
£ _____

3. The Government shall deduct each month from the salary of the person engaged the sum of _____ which amount shall be paid in England by the Crown Agents for the Colonies to _____ the _____ of the person engaged, on his presenting to them a bill drawn upon them by the Government in the _____ favour, and endorsed by _____

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

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

As witness our hands the day and year above written.

Signed by _____
on behalf of the Crown Agents for the Colonies) in the
presence of _____
of the office of the Crown Agents for the Colonies.

Signed by _____
in the presence of _____
Name _____
Address _____
Occupation _____

Class II. May, 1911.

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 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 profit 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.—The person engaged shall be provided with quarters or be paid such an allowance in lieu thereof as the Government shall consider equitable. "Quarters" in this agreement means quarters free of rent, but not of rates and similar outgoings.

Travelling allowance. 5.—When travelling on duty away from his station in the Protectorate the person engaged either shall be provided with transport or shall be paid travelling expenses according to the scale laid down for transport and travelling expenses respectively in the Protectorate.

Passage. 6.—(1) Passage in this agreement means 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 when 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.

SCHEDULE.

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 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.—The person engaged shall be provided with quarters or be paid such an allowance in lieu thereof as the Government shall consider equitable. "Quarters" in this agreement means quarters free of rent, but not of rates and similar outgoings.

Travelling
allowance.

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.

Passage.

6.—(1) Passage in this agreement means 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.

Dismissal.

9.—1. The Government may at any time determine the engagement of the person engaged by 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.

Determina-
tion of
engagement.

(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 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.

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.

Liability to
make good
damage.

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 inpropriety 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.

Absence from
duty.

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.

13.—(1) The person engaged may, after 30 months' continuous residential service, if the exigencies of the service permit, be granted (a) 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 together with a free passage home, and (b) if he is returning to the Protectorate 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 together with a free passage out, and 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.—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.—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.

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.

17.—When the person engaged is out 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.

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 by 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, to send 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.

*Wherever 21 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.

NYASALAND PROTECTORATE.

Class 1.

Regn. No. _____
Apprs.

Agreement made the _____ day of _____ 19____

between the Crown Agents for the Colonies, Whitehall Gardens, London, acting on behalf of the Government of the Nyasaland Protectorate (hereinafter called the Government), and

_____ in the County of _____ hereinafter called the person engaged).

The person engaged agrees to proceed to the Nyasaland Protectorate (hereinafter called the Protectorate), when and as directed by the Crown Agents for the Colonies, and undertakes that he will there diligently and faithfully perform the duties of a _____

_____ for the term of his engagement, and will act in all respects according to the instructions or directions given to him by the Government through the Head of his Department, or other duly authorised officers. In this Agreement the term "Head of his Department" shall mean the person for the time being acting as Head of his Department.

The salary of the office is at the rate of _____ pounds
£ _____) a year rising to _____ pounds
(£ _____) a year by annual increments of _____ pounds
(£ _____)

4. The Government shall deduct each month from the salary of the person engaged the sum of _____, which amount shall be paid in England by the Crown Agents for the Colonies to _____ the _____ of the person engaged, on _____ presenting to them a bill drawn upon them by the Government in his favour, and endorsed by him.

5. 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.

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

As witness our hands the day and year above written

Signed by _____
(on behalf of the Crown Agents for the Colonies) in the presence of _____ of the office of the Crown Agents for the Colonies.

Signed by _____
in the presence of _____
Name _____
Address _____
Occupation _____

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.

13.—(1) The person engaged may, after 30 months' continuous residential service, if the exigencies of the service permit, be granted (a) 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 together with a free passage home, and (b) if he is returning to the Protectorate 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 together with a free passage out, and 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.

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.

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.

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.

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 28 days are mentioned in this clause, 28 days may at the discretion of the Government be substituted in respect of service at any station which is classed by the Government as an unhealthy station.

Leave of absence.

Security.

Further employment.

Payments in England.

Crown Agents.

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 13. 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 has 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 Clause 10 and 12.

Quarters.

4.—The person engaged shall be provided with free quarters or be paid such an allowance in lieu thereof as the Government shall consider equitable. "Quarters" in this agreement means quarters free of rent, but not of rates and similar outgoings.

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.

Passage.

6.—(1) "Passage" in this agreement means a first-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 outwards by railway on the Continent of Europe where necessary.

NYASALAND PROTECTORATE.

Class I.

No. _____

Apprs. _____

Agreement made this _____ day of _____ 19____

Between the Crown Agents for the Colonies, Whitehall Gardens, London, acting on behalf of the Government of the Nyasaland Protectorate (hereinafter called the Government), and

_____ of the County of _____

(hereinafter called the person engaged).

1. The person engaged agrees to proceed to the Nyasaland Protectorate (hereinafter called the Protectorate), when and as directed by the Crown Agents for the Colonies, and undertakes that he will there diligently and faithfully perform the duties of a _____

_____ for the term of his engagement, and will act in all respects according to the instructions or directions given to him by the Government through the Head of his Department or other duly authorised officers. In this Agreement the term "Head of his Department" shall mean the person for the time being acting as Head of his Department.

2. The salary of the office is at the rate of _____ pounds
£ _____ a year rising to _____ pounds
£ _____ a year by annual increments of _____ pounds
£ _____

3. The Government shall deduct each month from the salary of the person engaged the sum of _____ which amount shall be paid in England by the Crown Agents for the Colonies to _____ of the person engaged, on his presenting to them a bill drawn upon them by the Government in his favour, and endorsed by him.

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

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

As witness our hands the day and year above written.

Signed by _____

(on behalf of the Crown Agents for the Colonies) in the presence of _____

of the office of the Crown Agents for the Colonies.

Signed by _____

In the presence of _____

Name _____

Address _____

Occupation _____

SCHEDULE.

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 13. 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.

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.

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 and 12.

4.—The person engaged shall be provided with free quarters or be paid such an allowance in lieu thereof as the Government shall consider equitable. "Quarters" in this agreement means quarters free of rent, but not of rates and similar outgoings.

5.—When travelling on duty away from his station in the Protectorate the person engaged 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.

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

(2) The Government shall provide the person engaged with a free passage from England to the Protectorate, but shall provide him with a passage back to England only as hereinafter provided.

7.—(1) If the person engaged shall be compelled by reason of ill-health, not caused by his own misconduct to resign his appointment, or if at any time it shall be certified by a duly qualified medical officer employed by the Government that he is incapable on physical grounds of rendering further efficient service in the Protectorate, the Government shall pay him full salary up to, but not including the date of departure from 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 11, 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 appointment 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 a tour of residential service, determine his engagement on giving to the Government three months' notice in writing, or on paying to the Government one month's salary, and in either case repaying the cost of his passage to the Protectorate. He shall not in either case be entitled to a return passage to England.

(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.

Leave of absence

11.—(1) The person engaged may, after 30 months' continuous residential service, if the exigencies of the service permit, be granted (a) 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 together with a free passage home, and (b) if he is returning to the Protectorate 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 together with a free passage out, and 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

12.—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

13.—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

14.—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

15.—When the person engaged is not in the Protectorate, the Crown Agents for the Colonies, when duly authorized 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.

* NOTE.—Wherever 24 days are mentioned in this clause, 3 days may at the discretion of the Governor be substituted in respect of service at any station which is classed by the Government as an unhealthy station.

(3) The Government shall provide the person engaged with a free passage from England to the Protectorate, but shall provide him with a passage back to England only as hereinafter provided.

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 appointment, or if at any time it shall be certified by a duly qualified medical officer employed by the Government that he is incapable on physical grounds of rendering further efficient service in the Protectorate, the Government shall pay him full salary up to but not including the date of departure from 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 11, as if he had been invalidated 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 appointment 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 of 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 a tour of residential service, determine his engagement on giving to the Government three months' notice in writing, or on paying to the Government one month's salary, and in either case repaying the cost of his passage to the Protectorate. He shall not in either case be entitled to a return passage to England.

(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.

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

1911

NYASALAND PROTECTORATE.

Class 2.

No. _____

Appts.

Agreement made the _____ day of _____ 19____

Between the Crown Agents for the Colonies, Whitehall Gardens, London, acting on behalf of the Government of the Nyasaland Protectorate (hereinafter called the Government), and

_____ in the County of _____

(hereinafter called the person engaged).

1. The person engaged agrees to proceed to the Nyasaland Protectorate (hereinafter called the Protectorate), when and as directed by the Crown Agents for the Colonies, and undertakes that he will there diligently and faithfully perform the duties of a _____

_____ for the term of his engagement,

and will act in all respects according to the instructions or directions given to him by the Government through the Head of his Department or other duly authorised officers. In this Agreement the term "Head of his Department" shall mean the person for the time being acting as Head of his Department.

2. The salary of the office is at the rate of _____ pounds (£ _____) a year rising to _____ pounds (£ _____) a year by annual increments of _____ pounds (£ _____).

3. The Government shall deduct each month from the salary of the person engaged the sum of £ _____, which amount shall be paid in England by the Crown Agents for the Colonies to _____ the _____ of the person engaged, on _____ presenting to them a bill drawn upon them by the Government in _____ his favour, and endorsed by _____.

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

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

As witness our hands the day and year above written.

Signed by _____

(on behalf of the Crown Agents for the Colonies) in the

presence of _____

of the office of the Crown Agents for the Colonies.

Signed by _____

in the presence of _____

Name _____

Address _____

Occupation _____

NYASALAND PROTECTORATE,

No. _____
Appts.

Agreement made the _____ day of _____ 19____
Between the Crown Agents for the Colonies, Whitehall Gardens, London, acting on behalf of
the Government of the Nyasaland Protectorate (hereinafter called the Government), and

_____ in the County of _____

(hereinafter called the person engaged).

1. The person engaged agrees to proceed to the Nyasaland Protectorate (hereinafter called the Protectorate), when and as directed by the Crown Agents for the Colonies, and undertake that he will there diligently and faithfully perform the duties of a _____ for the term of his engagement,

and will act in all respects according to the instructions or directions given to him by the Government through the Head of his Department or other duly authorised officers. In this Agreement the term "Head of his Department" shall mean the person for the time being acting as Head of his Department.

2. The salary of the office is at the rate of _____ pounds
(£ _____) a year rising to _____ pounds
(£ _____) a year by annual increments of _____ pounds
(£ _____).

3. The Government shall deduct each month from the salary of the person engaged the sum of £ _____, which amount shall be paid in England by the Crown Agents for the Colonies to _____ the _____ of the person engaged, on his presenting to them a bill drawn upon them by the Government in his favour, and endorsed by him.

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

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

As witness our hands the day and year above written.

Signed by _____

(on behalf of the Crown Agents for the Colonies) in the

presence of _____

of the office of the Crown Agents for the Colonies.

Signed by _____

in the presence of _____

Name _____

Address _____

Occupation _____

SCHEDULE.

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 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.

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.

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.

4.—The person engaged shall be provided with quarters or be paid such an allowance in lieu thereof as the Government shall consider equitable. "Quarters" in this agreement means quarters free of rent, but not of rates and similar outgoings.

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.

6.—(1) Passage in this agreement means 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.

SCHEDULE.

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 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.

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.

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.

4.—The person engaged shall be provided with quarters or, he paid such an allowance in lieu thereof as the Government shall consider equitable. "Quarters" in this agreement means quarters free of rent, but not of rates and similar outgoings.

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.

6.—(1) Passage in this agreement means 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 at 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 neglect or refuse 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, 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, remunerated 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.

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 absence shall 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 punish him (otherwise) 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) The person engaged may, after 30 months' continuous residential service, if the exigencies of the service permit, be granted on 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 together with a free passage home, and (b) if he is returning to the Protectorate 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 together with a free passage out, and 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.

* Whenever 3 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.

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 invalidated 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 an 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. It 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 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.

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 whatsoever 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.

Ill-health

Dismissal

Termination of engagement

Liability to make good damage

Absence from duty

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.

13.—(1) The person engaged may, after 30 months' continuous residential service, if the exigencies of the service permit, be granted—(a) 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 together with a free passage home, and (b) if he is returning to the Protectorate 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 together with a free passage out, and 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.—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.—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.

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.

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.