

Encl. to H. PROT.
40274

40274
(Pres. 13 Aug 16)

026
Boring 388
1017
4 July
Last previous Paper.
60421/16

MR ROBERT OAKLEY
SELECTION FOR MILITARY DUTY

The petition from Mrs Oakley with memo. etc
presenting against her husband's selection for active
service by the War Council.

Edward Boring 23.8.16
1017
Next subsequent Paper.

Mr. Boring

Mr Boring arrived in
England last year. His representations
as to his own character through the
commissions of the Chief Constable
of Devon, etc and it is quite
evident that Mr Oakley has not
long before his own mind
is not

As an only commission with the
accusation against Mr Oakley
is not given
before the Council is not read
to us, when there is some difficulty
in judging the precise bearing on
it of his representations and
it is clear that

the matter of the railway contract
he had no prejudice against
Mr. Oakley but only wanted to
prevent a delayed ^{price of work} contract from being
held up indefinitely.

The reference to the "Standard"
advertisement is also strange - one would
suppose that it was answered by Mr.
Oakley & that its withdrawal is taken
as a personal grievance.

? Will: note & ask that Mrs. Oakley
may be in p^r that the S. W. is satisfied
that her husband has not been
treated with any injustice or unfairness
by the War Council or the Eastford.

Was 20/9/17.

He got out of military service here on
the ground that he was ordinarily
resident in East Africa. I am fed that
he has been taken under the East
Africa Ordinance.

2/10/17

20/9/17

at once

EAST AFRICA PROTECTORATE.
No. 388.

GOVERNMENT HOUSE,
NAIROBI,
BRITISH EAST AFRICA

4274

July, 4th. 1917.

Petition
Letter
Memorandum.

Sir,

I have the honour to transmit herewith a petition addressed to you by Mrs. Robert Oakley having reference to the selection of her husband for active service by the War Council.

2. Mrs. Oakley was allowed as a special concession to appear before that body and made an appeal in the capacity of her husband's employer, on the alleged ground that she had supplied him with the capital to enable him to take a partnership in an earthwork contract on the Uganda Railway. The facts in regard to that contract are set forth in the attached letter from the General Manager. The War Council gave Mrs. Oakley a long and patient hearing but was unable to accept her point of view. It was the unanimous opinion of the Council that no particular hardship would result from Mr. Oakley's enlistment, and that opinion has been in no way modified by the voluminous correspondence on the subject which has subsequently been addressed to the President by Mrs. Oakley.

3. Mr. Oakley had ample time to settle up his business and affairs, such as they were, before he was sent down to German East Africa. The so-called farm is the area

of

THE RIGHT HONOURABLE

WALTER LONG, P. C., M. P.,

SECRETARY OF STATE FOR THE COLONIES,

DOWNING STREET, LONDON, S. W.

Yours
55088

of land which formed the subject of telegraphic correspondence last year ending with my cablegram No. 443 of November 16th. Mr. Oakley's interest in this property appears to be somewhat vague and no record of it exists either in the Land or Registration Offices. In any case, I understand that little or no development has taken or is taking place.

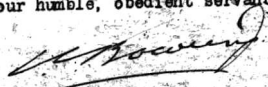
4. As regards Mr. Oakley's previous service I attach a copy of a memorandum by the Staff Officer Volunteers, which speaks for itself and possibly throws some light on his present attitude.

5. Mrs. Oakley has, as a matter of fact, been treated throughout with all possible consideration, as the War Council thought (and still thinks) that she has very little idea of the true position of her husband's affairs and sympathises with her accordingly. She is, however, a lady of somewhat hysterical temperament and adheres to her obsession regarding Mr. Eastwood, which, I need scarcely say, is absolutely unjustified.

I have the honour to be,

Sir,

Your humble, obedient servant,



ACTING GOVERNOR.

INCLOSURE

P. O. BOX 50, 116.

11

MALDEN, B. H. A.

20th. Decr. 1917.

SIR,

I beg to bring to your notice the fact that there is a man who has been sitting on the War Council of this country - a MR. Benjamin Eastwood, who in the appeal case of my husband, MR. Robert Oakley, of Athl Park., Chanis Bridge, B. H. A., gave evidence which was not in accordance with facts, & his evidence was accepted as true by the War Council, & his verdict given accordingly. Under these circumstances I appealed to the acting Governor, & also to the chief secretary on 3. separate occasions for an opportunity of proving this evidence of MR. Benjamin Eastwood's false, but was refused each time, either a hearing or interview, & although I subsequently stated the case in writing to these gentlemen, no notice whatever has been taken of the matter, & as it is one bearing a wide influence, I have no other course than to appeal to you, not only on my own behalf, but of that of the public, to expose the existing state of things in the Government here.

My husband has already fought in 3. campaigns as a Volunteer & he can hardly be considered " a shirker", but as the result of his appeal above referred to being refused (On the evidence given by MR. Benjamin Eastwood only) he was sent to the front in G. H. A. at 14. days notice (All of which time was spent in Hospital as the result of a severe accident.) giving him absolutely no chance to do anything on his own behalf, or even to settle his business & affairs here. Consequently I am left, only newly arrived in this tropical climate, quite alone, unable to speak the language, & in delicate health, with our farm of 2000. acres going to ruin, it being unsafe for me to remain there alone, as it is 40. miles from anywhere. Knowing that I can rely upon your unfailing loyalty to British Justice & fair play, I venture to hope for an early reply & favourable consideration of the above facts.

The Right Honourable,
Walter Long, P. O. Box 50,
Secretary of State for the
Colonies, LONDON. S. W.

I have the honour to be, sir,
Your obedient servant.

Caroline Oakley
per Bullen



Uganda Railway

Address: R.B.
P.O. No. 12

PLEASE REPLY TO
THIS OFFICE.

URGENT.

General Manager's Office

D. 16/22/284

Nairobi

July 2nd 1917.

To
The President,
The Governor's War Council,
NAIROBI.

Sir,

Mr. R. Oakley.

With reference to the correspondence of Mrs Oakley with the War Council, concerning the compulsory military service of her husband, Mr R. Oakley, and her rather vitriolic comments on my personal conduct in this matter, I would like, for my own satisfaction, to place the following facts on record.

2. Mr Oakley has not been either a direct employee of or a contractor for the Government of the Railway during the past four months. He was employed as a contractor's agent by the firm of W. Lewis & Company, and an accident occurred in an engine regarding an accident involving a train last night, that was held at Magadi Junction on the 15th April 1917.

3. On the 7th February, I brought to the notice of the Chief Engineer the unwise movement that there was in the train when travelling between Kisumu and Nairobi. The Chief Engineer replied that the road had wanted getting up and that he was taking the matter up with the District Engineer in charge of this part of the railway. He verbally informed me that as I would prefer to let the road probably get work done before the end of the financial year of contract, but that he could not get men in the time to work departmentally. This I agreed to.

4. On the 13th February, the District Engineer of the road at Kisumu, verbally informed me that the local committee at Kisumu had requested that the road should be worked by the railway.

I have received a letter from the local committee at Kisumu to the effect that they would like to see the road worked by the railway.

It is a question can be given to him the work started in the month of July. I estimate that the road will be worked by the railway in the month of July.

The saving under Rev. A.H.1 on the Nairobi Engineering Division to end of January amounted to Rs.21,929/- of which Rs.5,000/- were savings under Repairs to Banks.

Can a contract be let for work to end of March ?

The Chief Engineer spoke to me when he received this report, and I verbally sanctioned the contract being let, and officially sanctioned it on the 27th February. The contract was signed on the 16th March, and reads as follows:-

Description	Units	Rate	Time allowed for completion.
To excavate, load and unload red earth on the Uganda Railway from Mile 269 to Mile 316.	Per 1,000 cubic feet.	Rupees Seventeen and cents fifty. (Rs.17/50).	31 March 1917.

Approximate quantity contracted for 175,000 cubic feet.

Although the formal contract was signed on the 16th March only, it can be accepted that W.H.Lewis & Company were aware of its acceptance and general terms at the end of February, and in sufficient time to enable them to complete the contract by the specified date.

5. On the 13th April, the Chief Engineer asked for sanction for the time for the completion of the contract to be extended to the 31st August 1917. This I sanctioned.

6. On the 26th April, I received an application from the Chief Engineer asking that the contract with W.H.Lewis & Company might be cancelled and a new contract entered into with Mr. H. Oakley. I give herewith a copy of the Chief Engineer's letter and also the application from Mr W.H.Lewis for the transfer:-

Copy of letter dated 26th April 1917 from the Chief Engineer.

"With reference to your No.D.16/50/1320 of the 14th April 1917 regarding sanction to the extension of the period of completion of contract with Messrs W.H.Lewis & Co. for hauling out red earth, I have the honour to attach a copy of a letter from these contractors, and request your sanction to cancel the contract with Messrs W.H.Lewis & Co. and enter into a contract with Mr H. Oakley.

The work is progressing favourably now and a sufficient number of men are engaged on the work who are on a six month's agreement, and I should be sorry if the work is closed down."

Copy of letter from Mr. W.H.Lewis to the Chief Engineer dated 26th April 1917.

"I would like to be released from the contract entered into by me as W.H.Lewis & Company, and transfer this contract to Mr. H. Oakley. My doctor says I must not do any heavy work, my account of illness contained in D.H.13

With my knowledge of what had taken place on the 16th March, the recognition of the contract if let to Mr Oakley could be supervised by him, and the fact that the contract was given for the express purpose of carrying out and meeting the requirements of the work during the financial year ending the 31st March 1917.

I did not agree to the transfer, and endorsed the application.

"Mr Oakley is on military service."

7. I verbally discussed the matter at that time with the Chief Engineer. And on the 30th April officially confirmed the arrangements that we had arrived at. The copy of my letter is given herewith:-

"In connection with my minute on your memo No. 2052/20 dated the 26th April 1917, I have the honour to state that I do not agree to this contract being transferred to Mr. Oakley. The contract was originally given in order that money available during the past financial year might be expended and it was considered that if the work should be given to a contractor that the expenditure could be incurred before the end of the last financial year. As the original purpose of the contract has not been completed, I consider that I am acting in a very broad and generous manner to allow the extension of the rate to the end of August 1917, and I do not feel at all justified or warranted in changing the control of the work.

In connection with this contract I beg to confirm what I told you on Saturday last, that if it is not convenient for these people to continue this contract, you are at liberty to take over the men they have engaged, paying them what actual expenditure has been incurred upon the cost of recruitment and bringing the men down to the site of the work. I understood from you that there were about 200 men employed and the average cost including railway fares was Rs. 7/- each. I am also agreeable, provided they would answer your purpose, that you can take over any tools which would be useful to us for a similar class of work and at a value which would be the same as our tools stand on in our books, making allowance for whatever amount of wear and tear has taken place."

8. Arrangements were made to take over the men on the 5th May, but on the 8th May, I was informed that Messrs Lewis & Comp'y. had disposed of their men elsewhere, and sanction was requested that the contract might be closed. This I agreed to. The tools were taken over at a valuation agreed upon by myself.

9. I received a visit from Mr and Mrs Oakley at my office in which Mrs Oakley demanded to be recognised as the contractors, W.R. Lewis & Company, and the employer of her husband. This, of course, I could not agree to, and I pointed out to Mr Oakley that he was not in any way recognised as "the contractor", that all the arrangements with the contractor, had been made with the Chief Engineer and that he must see the Chief Engineer on the matter. Mrs Oakley's attitude on this occasion was on the same lines as her subsequent correspondence with yourself. Mr Oakley wanted the Chief Engineer to pay him the recruitment charges as laid down in my letter of the 30th April. The Chief Engineer informed him that payment could be made only to the firm who had contracted with the Railway for the work being carried out, and this most obvious fact was, I understand, recognised by Mr Oakley.

10. I told Mrs Oakley when she appeared before the War Council, that the contract entered into by W.R. Lewis & Company was for 2504 C.G. only, and that it was given with the express purpose of carrying out the work with funds provided for in the previous financial year, that I did not intend to let any further work in this connection by contract, and that I attached no importance to the continuance of the contract, recognising the urgency that was continually being urged by the military authorities for men for military service.

11. These expressions of my feeling and opinion, I still maintain.

11. It is of interest to note that Mr. W.H. Lewis had found that he could not carry on the work at the contract rate without losing heavily upon it. It is also of interest that whereas Mr. Lewis on the 26th April described Mr. Oakley as one of his partners, that Mr. Oakley on the 18th April described himself as a "Contractor's Agent." Mr. Oakley is not the class of man to allow any importance that he could personally attach to himself to pass unnoticed if he could possibly prevent it, and I feel convinced that on the 18th April Mr. Oakley was a Contractor's Agent only, and not a partner in the contracting firm.

12. With reference to the rather unfortunate advertisement that appeared in the "East Africa Standard" on the 23rd May, asking for tenders for approximately 1,000,000 cubic feet of earthwork, and signed by the Ag. District Engineer, Nairobi Engineering Division, I give herewith a copy of correspondence with the Ag. Chief Engineer on this subject:-

From General Manager to the Ag. Chief Engineer, dated 25th May, 1917.

"In confirmation of my telephonic message to you on the morning of the 23rd instant, I would ask you to cancel the advertisement inserted by Mr Bunbury, Ag. District Engineer, Nairobi Engineering Division, in the East African Standard to be immediately withdrawn. Its withdrawal is necessary on two grounds:-

- (1) You have not the power to enter into a contract of the nature advertised.
- (2) You have no sanction to spend the amount of money involved.

You stated over the telephone that the advertisement was inserted owing to a misunderstanding. I shall be pleased to have a very full report from you on this matter."

From Ag. Chief Engineer to the General Manager, dated 31st May 1917.

"In accordance with your telephone message on the morning of the 23rd instant, I instructed the District Engineer to cancel the advertisement in the E.A. Standard.

The District Engineer consulted me some days previously on the question of earthwork on Athi River section, and I agreed to his letting a contract as he had not the labour.

I assumed that he was referring to the uncompleted portion of the contract let to Messrs W.H. Lewis & Coy., which had been shut down, and this is where the misunderstanding arose, as the District Engineer was calculating on expanding his allowance of Rs.1500/- per month under "Repairs to Banks".

In this he was justified as this expenditure has received your sanction. This part of the line required making up and his object in inserting an advertisement was to obtain tenders so as to arrive at an idea at the cost of the work.

It was fully understood that a contract of this magnitude required your sanction."

From General Manager to Ag. Chief Engineer dated 11th June 1917.

"I am in receipt of your letter regarding an

... explanation as to the reason for the advertisement in the East African Standard of the 23rd May 1917 and I regret that I cannot regard it as anything but being most unsatisfactory and disturbing.

It is difficult to understand how, in any case, an supervisor would be exercising in this matter, the quantity of one million cubic feet could have been given in place of 175,000 cubic feet, and I find it impossible to reconcile the fact that this advertisement was published with any recognition of the Powers of either the District Engineer or yourself having been recognised.

As I have before stated, I consider the insertion of this advertisement both unsatisfactory and disturbing.

The Powers of the District Engineer and the Chief Engineer to which I refer are as follows:-

Extract from District Engineer's Powers -

"9. Contracts. Can accept contracts for sanctioned works up to a limit of Rs.2,500 each."

Extract from Chief Engineer's Powers -

"11. Contracts. No power to enter into contracts binding on the Railway other than Agreements with contractors for material or labour, and in these cases only provided the total amount to be paid under any one agreement does not exceed Rs.2,000., and that the estimate for such works has been duly sanctioned."

I feel that this matter is fully explained in these letters without the necessity of any further reference from myself.

15. With reference to the enquiry on the death of a native to which I refer in para: 2, the Resident Magistrate on going through the papers expressed the opinion that the contractor's agent had not taken sufficient precautions in connection with the work which he (Mr Oakley) was supervising on behalf of the contractors, Messrs W.R. Lewis & Company. I agreed with the Resident Magistrate in his views, and unfortunately a letter that I wrote to the Chief Engineer in this connection instructing him that Mr Oakley was not to be allowed to work on the Railway without personal reference to his employment being previously made, was inadvertently forwarded to Mr Oakley himself. This may probably account for much of the animus that is displayed by Mrs Oakley in this matter, although it cannot account for her personal attitude before the War Council at the end of April.

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

Sd/ B. EASTWOOD.

General Manager,
Uganda Railway.

ENCLOSURE II

11 Dec 24, 1918

VOLUNTEER HEADQUARTERS

ALLIANCE HOUSE

RAJAHMUNDRAM

Ref. 7/218/G

From The Staff Officer Volunteers.

To The Hon. Chief Secretary, Secretariat.

In further reference to your memorandum No. 4817/13 of 23.10.18, and my No. 7/287/G of 24.10.18, I have not seen Major Meinertzhagen who states that this man - R. Oakley - suffered from a distinct disinclination to go forward, in fact, he could not be persuaded to do so, and was discharged as useless.

Sd/- H. F. Ward,

Captain.

Staff Officer Volunteers.

14027⁴ 17
Cap.

DRAFT.

oag
Cap
to bus

23 August 1917

for

MINUTE.

Mr. Mauley, 21 Aug

Mr. Bottomley, 21 8 17

Mr.

Mr. Grindle.

Mr. Lambert.

Mr. Read.

Sir G. Fiddes.

Sir A. Steel-Maitland.

Mr. Long.

I have the honour to
ack the recd of your des.
no. 388 of the 24th of July
& to request that Miss

Dadley may be informed
that I have received her petition and
that I am satisfied that
her husband has not been
treated with any injustice
or unfairness either by the
War Council or by Mr
Eastwood

CLARA WALTER

14726/16 *delivered*

for 43863/16 *delivered*

Exp. 1/16

Exp. 1/16 for Bonding