

EAST AFR. PROT

50664

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REC'D
DEC 19 1914

Agents

1914

December

Previous Paper.

42792

AGREEMENTS
UGANDA RAILWAY SECOND CLASS OFFICIALS

Enquire whether, now that they are granted vacation and return leave, some alteration should not be made in the leave clause to make provision for repayment of return leave salary in the event of the official not returning to the Prot.

*Mr. Head
Mr. Blomley*

Now that the 1911 Leave Rules apply to the U.G. Rly the provision suggested by C.A. is certainly required.

On comparing the Rly Agreement with the later Class II agreement (copies annexed) it appears to me that many of the differences are trivial and that though a distinct form of agreement will still be necessary for Rly men it may be made much more brought more into line with the ordinary agreement in respect of the wording and the arrangement of the clauses.

I am a copy of the Class II agreement May 1914 which I have altered for comparison in red ink to suit the requirements of the Railway Men.

Subsequent Paper

5550/15

in the margin refer to parallel clauses in the existing Railway agreement.

- (a) There seems to be no objection to amending the Rly. agreement with preamble and schedule instead of with a continuous series of sections.
- (b) "P.A.P." in clause 1 of Preamble must be altered to "P.A." as some men will have to work in Uganda.
- (c) Clause 1 of Schedule:— Uganda Rly. officials are engaged for 30 months, not "from 20 to 30 months" and certain alterations are necessary. I have substituted cl. 2 of the existing agreement.
- (d) Clause 3 (1):— The words "on first engagement" are necessary and obviate the amendment made in para 2 (c) of my letter to CA of 27 Oct. 14 (12742).
- (e) Cl. 3 (2):— Increments in the case of subordinate Rly. officials are not given regularly, but at the discretion of the Govt.: and the reference to the date of first drawing salary is not needed. I have substituted the words of cl. 6 of the Rly. Agt.
(The Govt. has been asked by Mr. Wilson on the question of extending the principle of fixed increments to all European Rly. officials.)
- (f) Cl. 4:— I have altered this in accordance with cl. 7 of the Rly. Agt.
- (g) Cl. 5:— "On the Ug. Rly." must be substituted for "in the Prov."
- (h) Cl. 6 does not occur in the Rly. Agt., but there seems to be no objection to its

mention, provided that "the Post" is added
to "P. Africa" 489

Cl. 6 (2) of d.s. of the Rly Agt. "Members" is
required instead of "the Post".

Cl. 7 (1) As Railway Officials are only allowed
leave for 30 months' service, a reference to
Cl. 1 is necessary.

Cl. 8 (1) It seems best to leave this as in
Cl. 8 of the Rly Agt. until the Govt.
suggests that the privileges referred to
in the ~~cancelled~~ ^{cancelled} portion of the sub-sec. should
be extended to the Rly.

(2) is unnecessary; of (2) and (3) of Cl. 1.

Cl. 10 (2) The Rly agreement does not provide
for the alternative of "paying to the Govt.
one month's salary," and I have cancelled
the words.

Cl. 13 :- Added in accordance with the Rly,
agreement.

Cl. 16 The cancelled words are not required
cf. Cl. 1. and Cl. 8 (2).

Cl. 18 Does not occur in the Rly agreement, but
is required, and enables us to dispense
with d. 10 (3) of the Rly agreement as to
giving notice to the CA instead of to the Govt.

It is thought would be well to send the Govt.
copy of CA letter and the adapted
Class II agreement, noticing that a
comparison of the ordinary Class II
agreement and the existing Rly. Class II

agreement, shows in ^{the} ~~the~~ opinion of
the Govt. that many of the differences
are trivial and suggest that an
agreement such as the enclosed, which
follows more closely the terms of the
ordinary agreement would be more
suitable; and comments as in the
above minutes on the various
clauses in the adapted agreement.

and? also note of CA letter says
that the Govt. has been asked for
his views on the revision of the
Rly agreement to bring it more into
line with the ordinary agreement,
and says that in the meantime
clause 7(1) of the ordinary class
II agreement (with the addition of the
words "and subject to the provisions
of Clause 1" after the word "Govt"
in the second line) may be inserted
in Rly Agreements in place of
sec 16 of the Rly Agts.

11/1/76

All this goes much beyond the ~~scope~~ ^{scope} suggested
suggested by the CA in their letter, but they
were anxious that the opportunity should
be taken for general cover - see the
agreements attached, which Mr. Gerrard
sent us with the official letter.
As a matter of fact it would be

cl. 16

satisfactory,
difficult to provide for the obligation as
to return leave pay without setting out
the leave conditions in full, as in the
non-railway agreement, & if we do this
the reconstruction of the agreement is a
rather ~~heavy~~ ^{heavy} ~~unpleasant~~ ^{unpleasant} task. 490

While we are about it, I think we ought to
consider whether not to assimilate the
railway & non-railway agreements in ~~other~~
substance as well as form. Take the
question of leave, for example. The present
Rly. agreement refers to "leave under the U.R.
rules", which are now (so far as we know)
the ordinary rules subject to the ~~provisions~~
of clause 1 in respect of 30 ~~month~~ ^{month} service. But
Mr. Downie, out of caution, has assumed
that the sick leave rules do not apply
to railway men. The result is, as the ~~rule~~
is for 30 months and not 20 to 30, that
a man would do after 29 months service be
not entitled to any leave at all. I don't
believe this is intended & I'm sure it
ought not to be.

I think the 20 to 30 months rule ought to
be adopted for railway men as for other
men if it is not the language of 7(1) of
the non-railway agreement is unsuitable in
the case of men who can only have leave
in respect of a 30 month term. The reference
to 20 many days per month would certainly
lead a man to suppose that there was
greater liberality than this. J

I have not found anything below that the Pky. Com was deliberated kept at 30 mos when the 20-30 mos term was adopted in other cases & I should like to see this change & the provision for such leave, brought into effect. In other respects also there is room for assimilation, but I presume the very stringent conditions as to reduction of salary for intemperance (see § 13 of the Downis - unassisted copy) is essential, - Pky. agree with from the point of view of p. the safety.

We must not do anything without consulting the Gov.

§ (1). All (A) to the Counciling

to Gov. with ref to Pky. Com & presents generally but that for the present they can add at the end of cl. 16 (leave) the words

The person engaged hereby agrees that, if he should fail to return to the Probationary at the expiration of his return leave, that is to say, leave granted to him on condition of his returning to the Probationary, he will repay a demand the amount which may have been paid to him in respect of such return leave.

(2) Send to Gov. copy of conference with (1) a Pky. Com & agreement (2) a Com. Pky. class & agreement (3) a Com. Pky. class & agreement

Under Gov. 1877-1878 written before he was the election of a Com. Pky. 1873, definite on that point

to include it for railway use (the course I have so thought together) & ask if he agrees pointing to the fact that the extension of ordinary leave rules should cover the case of sick leave & saying that there seems to be no reason why the double term of service should not also be adopted. Ask also for views as to variations necessary for service on the Beroga Pky. & for interchangeability from one Pky. to the other [A cannot find any model for these points but it seems desirable to consider them.]

W.R. 7.1.15

at mee.
H. J. R.
7/1/15

(Gov. railway agree cl. 7(1), with explanatory

M.

B. 12

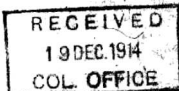
ALL COMMUNICATIONS
TO BE ADDRESSED TO THE
CROWN AGENTS FOR THE COLONIES,
THE ABOVE REFERENCED AND THE
DATE OF THIS LETTER BEING QUOTED.

TELEGRAMS "CROWN, LONDON"
TELEPHONE 7790 VICTORIA (6 LINES)



WHITEHALL GARDENS,

LONDON, S. W.



18th December, 1914.

Sir,

With reference to your letter No. 3473/E.A. of the 27th of October last instructing us to make certain alterations in the standard form of agreement used for 2nd class officials on the Uganda Railway I have the honour to enquire whether, now that these officials are granted vacation and return leave, some alteration should not be made in the leave clause in order to make provision for the repayment of return leave salary in the event of the official not returning to the Protectorate.

I have the honour to be,

Sir,

Your obedient servant,

for Crown Agents.

The Under Secretary of State,
&c., &c., &c.,
Colonial Office.

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WHITEHALL GARDENS.
S.W.

18 Dec 1914

Dear Bottomley

Here of the
specimens of the E.C.P. & by
by class II specimens. The
local numbers in the margin
refer to corresponding classes in
other specimens & words in
pencil brackets ^{as an agreement} have been added
to other specimens.

Yours
W. L. Marshall

our official letter: B 12.
18.12.14

revised May, 1914.

EAST AFRICA PROTECTORATE.

Class 2.

No. _____
Appts. _____

Agreement made the _____ day of _____ 19____
Between the Crown Agents for the Colonies, 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 _____

Class 2. May, 1914.

SCHEDULE.

Term of engagement

1.—(1) The engagement of the person engaged is for a tour of not less than twenty nor more than thirty months' continuous residential service commencing from the date of disembarkation at Mombasa, but the engagement may be extended as provided for in Clause 15.

(2) A tour shall be deemed to be completed upon the expiration of such period within the limits above-mentioned, as may be fixed by the Head of his Department, or, if no such period shall be so fixed, upon the expiration of the maximum period of thirty months' service.

(3) The person engaged may, notwithstanding the completion of a tour of service, be detained in the Protectorate at the option of the Governor 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) On first engagement half salary will be paid from the date of leaving England. Full salary will begin from the date of disembarkation at Mombasa.

(2) Increments of salary, if any, will be reckoned as from the date for which the person engaged first draws salary 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 11, 12, 13 and 14.

Quarters

4.—Government quarters, free of rent (but not of rates or other similar outgoings), will be provided for single men when such quarters are available. When such quarters are not available, the person engaged will be provided with a tent or other temporary shelter, or, in certain cases, he will be granted an allowance in lieu of quarters at the discretion of the Government.

Travelling allowances

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

Passages

6.—(1) "Passage" in this agreement means a second-class passage and includes conveyance by railway, steamer, or other transport between the port of disembarkation 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 from England 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.

Leave of absence

7.—(1) On the completion of a tour of service the person engaged (a) may, at the discretion of the Government, be granted leave of absence on full salary (known as vacation leave) for

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the time necessarily spent on the voyage home and for two and a half days in respect of each completed month of continuous residential service, and shall be provided with a free passage to England provided that he claims and avails himself of it within two months, and (b) if the engagement is being extended as provided for in Clause 15, may, at the discretion of the Government, be granted further leave of absence on full salary (known as return leave) for two and a half days in respect of each completed month of continuous residential service, and for the time necessarily spent on the voyage out, and shall be provided with a free passage out. The person engaged hereby agrees that, if he should fail to return to the Protectorate at the expiration of his return leave, he will repay on demand the amount which may have been paid to him in respect of such return leave.

(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.

In the case of any outward voyage from England the day of embarkation shall be taken to be the day previous to the date of departure from Marseilles of the steamer by which the person engaged travels, and in the case of any voyage to England the day of disembarkation shall be taken to be the day after the date of arrival at Marseilles of the steamer by which the person engaged travels.

Ill-health

8.—(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 and including the date of departure from Mombasa 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 engages 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 "invalided" home, in which case (a) he may be granted leave of absence on full salary (known as vacation sick leave) for the time necessarily spent on the voyage home and for two and a half days in respect of each completed month of continuous residential service, and shall be provided with a free passage to England, and (b) if the engagement is being extended, as provided for in Clause 15, he may, at the discretion of the Government, be granted further leave of absence on full salary (known as return sick leave) for two and a half days in respect of each completed month of continuous residential service, and for the time necessarily spent on the voyage out, and shall be provided with a free passage out. The person engaged hereby agrees that if he should fail to return to the Protectorate at the expiration of his return sick leave, he will repay on demand the amount which may have been paid to him in respect of such return leave.

(2) Notwithstanding Clause 1 of this Schedule, a tour shall be deemed to be completed in the event of the person engaged being invalided home and his engagement shall be determined (unless subject to the person engaged being passed as physically fit for further service by one of the Medical Advisers of the Colonial Office, it be extended as provided for in Clause 15) from the date of the expiration of such leave as he may be granted other than return sick leave or any extension thereof.

(3) 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

9.—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 8) 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.

10.—Whenever 24 days are mentioned in this Schedule, 3 days may, at the discretion of the Governor, be substituted in respect of service at any station which is classed by the Government for purposes of reckoning leave as an "unhealthy station."

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Agreement

Revised
November 1914

East Africa
Reg. No.
App. No.

made the
day of

1914

thousand nine hundred and
The Crown Agents for the Colonies of
Whitehall Gardens London in the County of
Middlesex acting for and on behalf of the
Government of the East Africa Protectorate (herein
after called the Government), of the one part and

of
in the County of of the other part

Whereby it is agreed by and between the
parties hereto as follows:

1. The said
(hereinafter called the person engaged) is hereby
selected for appointment as a
on the Uganda Railway upon the terms and conditions
hereinafter set forth.
2. The person engaged shall proceed to East Africa
(hereinafter called the Protectorate) when directed by
the Crown Agents for the Colonies there to perform
the duties of his appointment for the period of
Thirty months commencing from the date of
arrival at Mombasa. This period may however
be extended in the interest of the public service
at the discretion of the Government but no time can
be granted in respect of such additional service.
The engagement of the person engaged may also
be extended as provided for in clause 19.
3. The duties of the person engaged shall include
the usual duties of the appointment and in addition
many other suitable duties which the Government
may call upon him to perform.

10.—(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.

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 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.

13.—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.

14.—The person engaged shall, if so required by the Government, furnish such security, and in such form as the Government may decide, 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.—At some time, not more than three months and not less than one month, before the completion of a full tour of thirty months' service, or, if the Head of the Department shall fix an earlier period, than the expiration of thirty months for the completion of the tour, then as soon as possible after receipt of the notice fixing such earlier period, 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 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 empowered to exercise any of the powers of the Government under this agreement.

Continuation
of
agreement

Liability to
make good
damage

Absence from
duty

Fines

Security

Further
employment

Payment in
England

Power of
Crown
Agents

4 The person engaged shall on arrival in the Protectorate and during the time he shall continue in the service of the Government reside in such place and occupy himself in such manner as the Government through its properly qualified 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.

5 The Government shall provide the person engaged with a free passage to Mombasa together with railway fare third class to port of embarkation and on the satisfactory expiration of his engagement and subject to clauses 8 and 9 with a free passage home provided he claims and avails himself of such return passage within two months from the date of such expiration. Passage in this agreement means a second class passage.

6 The person engaged shall be paid salary at the rate of _____ pounds (£) a year rising by annual increments of _____ pounds (£) to _____ pounds (£) a year. Increments however are not drawn as of right but only by sanction of the Government and will not be granted except upon the production of a certificate from the Head of his Department stating that the person engaged has discharged his duties with diligence and fidelity. Half salary will be paid during the voyage out. Full salary will begin from the date of arrival of the person engaged at Mombasa. 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. In the case of any outward voyage from England the day of embarkation shall be taken to be the day previous to the date of departure from Marseilles of the steamer by which the person engaged travels, and in the case of any voyage to England the day of disembarkation shall be taken to be the day after the date of arrival at Marseilles of the steamer by which the person engaged travels.

7 The Government shall provide the person engaged with free quarters or an allowance in lieu thereof. Free quarters means quarters free of rent but not of rates and similar outgoings. 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 on the Uganda Railway.

8 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 his salary up to the date of such resignation or certificate and shall if he is in the Protectorate at the time provide him with a free passage to England provided that he claims and avails himself of such return passage within two months but he shall have no other claim on the Government. 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.

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 8) 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 dishonour himself the Government may dismiss him and such dismissal shall be final and he shall be liable to repay to the Government the amount paid for his passage to the Protectorate.

10. 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 of such determination of his engagement providing him with a free passage to England provided that he claims and avails himself of such return passage within two months.

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

(3) The person engaged may also while on leave of absence in this country determine his engagement

on giving notice in writing to the Governor General for the colonies in which under the determination shall take effect from the date of the expiration of such vacation leave as he may have been granted. 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 standing order or departmental instruction or from any neglect of duty whatsoever on his part he may be liable to deduction from his salary to make good the damage or any part thereof the amount of which shall be fixed by the Government.

12. If the person engaged shall absent himself from duty through ill health he shall procure 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 or if he should 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.

13. If the person engaged shall by indulgence in any stimulant incapacitate himself for the performance of any of his duties his salary shall be liable to reduction to such extent not exceeding one half thereof and for each period as the Head of his Department shall determine.

14. If the person engaged shall commit any breach of this agreement or if any by law regulation or instruction or shall in any way misconduct himself the Head of this Department may after such investigation and upon such evidence as he may think fit fine him to any

amount not exceeding Five pounds (£5)

- 15. The person engaged shall if required 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
- 16. The person engaged shall be eligible for leave of absence in accordance with the leave rules in force on the Uganda Railway which are applicable to Railway servants holding positions similar to that held by the person engaged
- 17. The person engaged shall become a depositor in the Provident Fund for non pensionable servants of State Railways in the Protectorate and shall become a member of the Railway Institute
- 18. The Government shall deduct each month from the salary of the person engaged the sum of pounds (£) which amount shall be payable by the Crown Agents for the Colonies in England to the of the person engaged on his presenting to them for acceptance a bill drawn upon them by the Government in his favor and endorsed by him
- 19. Three months prior to the expiration of this agreement the person engaged shall give notice in writing to the Government whether he desires to remain in his employment and if the Government desires to retain his services he may thereupon be re-engaged on such terms and for such period as may be mutually agreed
- 20. In the event of the person engaged becoming entitled on the expiration of this agreement to any payment in England on account of salary return

passage allowance or other expenses it will be necessary for him to produce to the Crown Agents a certificate from the Government of the amount so due before payment will be effected

21. 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 as aforesaid) in the presence of

Whitcomb G. ... S.W.

Signed by

in the presence of

Witness Signature Address Occupation

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The Crown Agents for
the Colonies
— and —

Uganda Railway
East Africa Protectorate

Agreement

C. H. [unclear] & Co.



14 Jan 1915

Gentlemen,

I am etc to acknowledge
rec^d of your letter $\frac{M}{B.12}$ of

(50664) the 18th of Dec^r 1914

respecting
the form of agreement in use for
2nd class officials on the U.S.
Rly, and to inform you that
he proposes to consult the Gov^t
of the P. R. with ref. to Rly
Class II agreements generally.

I. For the present the
following words should be added
at the end of article (10th)

"The person engaged hereby
agrees that if he should find
himself to be in the Prst. at the
expiration of his term of service
that

raft
The CA.
for the C. R.

F. D. 13-1-15
B. B. Co. / 2

6

Receipt
In witness of
this 18th of Dec^r