

DATED

25th May, 1948.

OVERSEAS FOOD CORPORATION

— AND —

HENRY CURTIS

Service Agreement

An Agreement made the ^{Twenty-}~~fifth~~ day of May

One thousand nine hundred and forty eight BETWEEN OVERSEAS FOOD CORPORATION a Corporation established in accordance with the Overseas Resources Development Act 1948 and having its Head Office in the County of London (hereinafter called "the Corporation") of the one part and

HENRY CURTIS

of "The Furrows", Jerningham Road, New Costessey, Norwich (hereinafter called "the Employee") of the other part

WHEREBY IT IS AGREED as follows:—

1. The Employee shall as from the _____ day of departure from the United Kingdom until his engagement is terminated as hereinafter provided devote the whole of his time and ability to serving the Corporation well and faithfully at such place in Africa (hereinafter called "the territory") and in such capacity usual for Europeans as the Corporation may from time to time require.

2. The Employee shall abide by and carry out the Instructions and Regulations of the Corporation for the time being in force.

3. The Employee shall not either during his employment or thereafter improperly communicate to any person any information relating in any way to the business of the Corporation.

4. The remuneration of the Employee shall be at the rate of £550 (Five hundred and fifty pounds) - per annum payable in the territory monthly in arrear together with such increases as may from time to time be notified by the Corporation to the Employee in writing.

5. The Corporation shall be entitled to set off against any remuneration or other moneys payable by the Corporation to the Employee any moneys owing or payable by the Employee to the Corporation or the value or estimated value of any goods or property of the Corporation for which the Employee shall be accountable to the Corporation and for which he shall have failed to account.

6. The Corporation will make to the Employee an allowance of £75 (seventy-five pounds) towards the cost of all outfits and household requisites which the Employee shall require in connection with his service under this Agreement. Such allowance shall be payable as to £25 (twenty-five pounds) on the signing of this Agreement and the balance shall be payable in the territory at such time as the Corporation may decide.

7. Until such time as suitable married quarters in the territory can be provided by the Corporation the Employee (if married) shall be entitled while in the territory to a separation allowance at the rate of £100 (one hundred pounds) per annum but this allowance shall cease when such quarters have been made available and the Employee has been given a reasonable opportunity of availing himself of same. In the event of the Employee being required by the Corporation to serve for a period exceeding three months at any one time in a part of the territory where no suitable married quarters are available the Employee shall be entitled to separation allowance during such period of service.

8. The Corporation will provide the Employee with a passage by sea or air at the Corporation's option outwards or homewards between the United Kingdom and the territory in the steamer or aircraft and at the time indicated by the Corporation on the following occasions only:

- (a) at the beginning and at the end of his employment if terminated by the Corporation under Clause 12 (a);
- (b) when proceeding on or returning from leave or authorised sick leave except when the sickness is attributable to misconduct; or
- (c) when proceeding on the Corporation's business at its request;

and subject to suitable married quarters in the territory being available and to the Corporation being able to procure passages the Corporation will provide the Employee's wife and children under sixteen years of age (if any) with passages outwards and homewards once during each tour of service by the Employee in the territory. If the Corporation shall on any other occasion be under legal liability to repatriate the Employee and/or his wife and/or his children the Employee shall refund the cost thereof to the Corporation.

9. The Corporation will grant to the Employee leave of absence from the territory with full salary at such time as the Corporation may determine being not less than thirty-three months ----- and not more than thirty-nine ---
----- months from his last arrival in the territory. Such leave of absence shall be for a period of one sixth of the period spent in the territory since his last return to the territory and shall not include time spent in travelling homewards and outwards provided the Employee travels by such route and at such time as required by the Corporation. The Corporation will also grant to the Employee in respect of each year of service in the territory local leave up to ~~fourteen~~ days which shall be taken at such time as may be approved by the Corporation ~~and may be accumulated up to 28 days at the discretion of the Corporation~~.

Such right of leave and any leave already granted shall cease forthwith if either party shall give notice to the other to terminate the employment hereunder. The Corporation will also grant to the Employee such sick leave as the Corporation may decide when in the opinion of the Corporation's Medical Officer such leave is necessary.

10. The Corporation will provide the Employee while in the territory with such furnished or other quarters as circumstances will permit and as the Corporation may determine to be suitable.

11. The Corporation will while the Employee is in the territory provide him with such medicine medical and dental attendance (other than hospital maintenance charges and the provision of dentures) prescribed by the Corporation's Medical Officer for the time being as may be reasonably obtainable. The Employee hereby consents to the Medical Officer making a full report to the Corporation upon any medical examination.

12. The Corporation may terminate the employment of the Employee :—

- (a) without assigning any reason therefor by giving to the Employee two months' previous notice in writing or without previous notice by paying him two months' salary;
- (b) summarily at any time and without previous notice if the Employee shall be guilty of grave misconduct failure to obey orders or any other breach of this Agreement or shall become incapacitated by sickness or disease directly or indirectly caused in the opinion of the Corporation's Medical Officer through misconduct on the part of the Employee.

13. The Employee may terminate his employment :—

- (a) while in the territory by giving two months' previous notice in writing to the Corporation if the Employee shall have served the Corporation in the territory for not less than nine months since his last arrival there;
- (b) while out of the territory by giving two months' previous notice in writing to the Corporation expiring before the end of his leave.

14. If any difference shall arise between the parties arising out of this Agreement it shall be referred on the application of either party to a single arbitrator in London to be appointed by the President for the time being of the London Chamber of Commerce and the decision of such arbitrator shall be final.

15. No alteration in the terms of this Agreement shall be made except in writing.

16. This Agreement shall be construed according to English Law.

AS WITNESS the hands of the parties.

For and on behalf of

OVERSEAS FOOD CORPORATION.


..... Director.

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