

C.S.

POLICE AND PRISONS

(Mr. M. J. McMahon)

1923 DEF/POL/1#21

No. 113/23

Chief Constable

SUBJECT.

192 3

6th February

Previous Paper.

POLICE CONSTABLE.

Suggested selection and appointment of additional.

*Selection & Appointment of
Mr. M. J. McMahon*

MINUTES.

P.A. 4/5/23

Minute from Chief Constable of 6th Feb: 1923 — Encl (1)

*Y.B.
Submitted for approval*

*ttttt 6/2/23
Mr.
6/2/23*

C.P.

*P.A.
13-2-23*

Letter to C. Apt. of 12th Febry 1923 — Encl. (2)

Crown Agents Telegram of 12th June 1923 — (3)

*Y.B.
Submitted for information before passing
to Chief Constable to act.*

*G.R. B.
Di C/Sec
14 June 1923*

Subsequent Paper.

*ttttt 14 June 1923
Chief Constable
To Mr. B.*

*Di C/Sec
15 June 1923*

Hon Col Secretary

Noted.

On the arrival of Mr. McMahon,
the question of quarters may arise.
at present there is no vacant Police
Cottage
Two of the Police cottages are at
present occupied by Mr. J. Evans and
Mr. E. Summers.

21/6/23

Mr. Sullivan
Chief Constable

Y.B.

Submitted

W.B.G.

Off Sec

22 June 1923

Arrangements will have to be
made by Mr. Summers to procure
accommodation elsewhere than in the
Police Cottages he may be able to
procure one of the new houses or else
a house vacant for one of them

22 June 1923

Group Agents Lr of 9th May 1923

Encl (2)

Police Magistrate.

Constable McMahon arrived by 'Orobera' and reported this morning at the C.S.O.

Will you kindly arrange for the usual formalities being observed regarding his being sworn as a member of the Police Force of the Colony.

D.C. Sec.

6/7/23.

A copy of Mr. McMahon's certificate of discharge from R.I.C. Will you kindly return it to him after perusal.

G.R. 13

D.C. Sec.

6/7/23

Mr. Michael Joseph McMahon took the oath of a Police Constable before me this day.

Oath attached

M. (Supr. Harkett)

S. M.

6. 7. 23

Hon. Col. Sec.

Discharge returned to Mr. McMahon. Oath administered as noted above.

M. (Supr. Harkett)

6. 7. 23

G.R.

Submitted.

Enclosure to note for charges?

G.R. 13

D.C. Sec. 6/7/23

6/7/23

Copy of Oath of Allegiance

Encl (3)

Government notice, 7th July, 1923. Encl. (4)

Letter to Mr. M. J. McMahon, 7th July, 1923. Encl. (5)

Minute to Chief Constable 7th July, 1923. Encl. (6)

Hand measures.

To Mr

G.H.B.

O.C./Sec

7 July 1923

Hon. Col. Secretary.

Wrote.

R. W.

for Col. Secretary

G. V. 11. 23

Chief Constable.

Will you please report
when Constable McMahon enters
into occupation of his quarters.

G.H.B.

O.C./Sec

17/7/23

Hon Col Secretary

Constable McMahon
occupied his quarters
on the 17 July/23

G.H.B.

b-b.

Letter from Mr. McMahon of 26th July 1923 — Encl (4)

Chief Constable

Will you please prepare
vouchers for this amount under
VIII '2' if there is sufficient available

G.H.B.

O.C./Sec
20 July 1923

Hon Col Sec

under VIII 2. There is only sufficient to cover House rent & fuel allowance for Senior Constable to end of December 1923.

~~may~~ ^{might} it be charged to 4. Subsistence of Prisoners?

W. Sullivan

13.8.23

Ch Constable

Yr
Submitted.

1 Chief Constable to prepare Special Warrant to cover this amount viz £6 17/6.

W.H.13

O.C.S.O.

14 Aug 1923

I told Const. Macdonald that I would see that he should not be at a financial loss through the ~~un~~ impossibility of granting him the free quarters promised under his agreement but I certainly did not promise him free board as well as lodging. I shall be glad if the Chief Constable will prepare an estimate of the cost of board - pro rata for the 11 days as it would have been had this Constable

been in police quarters. Heat, bread
jam, milk, butter, tea and lighting
all come into expenses normally borne
by a constable. The amount so
made out will then be deducted
from the £ 6.17.6. There may be
enough under 'Incidental Expenses'
to defray the police charge.

TTTTT 15 Aug 23

Chief Constable

Accordingly.

G.R.B.

Di C Sec

15 Aug 1923

Minute from Chief Constable of 18th Aug 1923 - Encl (8)

7.6.
Voucher for £ 3. 3. 10 to be passed
under 'Police' Incidental Expenses?

G.R.B.

Di C Sec.

20 Aug 1923

Appr.

TTTTT 20 Aug.

Chief Constable.

10 note

G.R.B.

Di C Sec

21 Aug 1923

Hon Col Secretary
Noted

Resolutions passed
accordingly

W. Sullivan

Ch Constable

23/8/23

Under Confidential Paper. 20/23.

Letter to F.P. Co. 28 Dec 1923. (9)

Letter from F.P. Co. 29th Dec 1923. (10)

Letter to C. Agents. 3rd Jan 1924. (11)

Copy of para 2. to W. McMahon 3/1/24.
Letter to W. McMahon 3 Jan 1924. (12)

R.E.

Submitted for approval.

Mr. McMahon was evidently
resident in London at the time of
his engagement but he states that
he is returning to Ballylongford
County Kerry.

G.H. O'G.

W. O'G.

3 Jan 1924.

~~W. O'G.~~ 4 Jan. 24

(1)

Hon Col Secretary
Sir,

In the 1923 estimates under
VIII Police & Prisons Subhead 1
provision has been made for 5 Constables
@ £120 per annum, at present the Staff
numbers 4, I beg to suggest that the
Force be brought to its full strength
5 Constables.

Should my application be approved
a man might be selected from men of
the R.I.C. a married man preferred.
He should receive full equipment of
uniform equal to that of Const. Lancelor

I am Sir

Yours Obedient Servant
H/O Sullivan
Chief Constable

6/2/23



2

113/23

12th February,

25.

Gentlemen,

I am directed by the Governor of the Falkland Islands to request you to be good enough to select a candidate, preferably an Ex Royal Irish Constable, for the post of Police Constable in this Colony, on the same terms as Constable J. J. Lawlor.

2. If possible a married man should be selected.

I am,

Gentlemen,

Your obedient servant,

H. penniker-Heaton

Colonial Secretary.

The Crown Agents for the Colonies,

4, Millbank, Westminster,

London, S.W., 1.

C.A. Lf. 904
11349
Of 18. 7. 23.

744

TELEGRAM.

From : The Crown Agents for the Colonies.

To : The Colonial Secretary.

Dispatched : 12th June,

19 23. *Time.* 4.40 p.m.

Received : 14th June,

19 23. *Time.* 10.35 a.m.

SECRETARY

PORT STANLEY.

MCMAHON OMEOIUSFUP PUSBY OROPESA KYVEGEJWEN.

McMahon Police Constable wife accompanying him sailed
"Oropesa" 7th June.

Crown Agents for the Colonies.



795

ALL COMMUNICATIONS
TO BE ADDRESSED TO THE
CROWN AGENTS FOR THE COLONIES.
THE DATE OF THIS LETTER BEING QUOTED.
AND THE FOLLOWING REFERENCE: 72 H 11917.
TELEGRAMS. "CROWN, LONDON."
TELEPHONE. 7790 VICTORIA.



4, MILLBANK,
WESTMINSTER,
LONDON, S.W. 1.

9th May, 1923.

Sir,

With reference to your letter No.113/23 of 12th
February, 1923, I have the honour to report that Mr. Michael
Joseph McMahon has been engaged as a Police Constable

The following documents in connection with this
appointment are enclosed:-

Copy of agreement together with a few particulars
2 of his experience.

A passage will be provided for Mr. McMahon in
due course.

I have the honour to be,

Sir,

Your obedient servant,

for Crown Agents.

The Colonial Secretary,
FALKLAND ISLANDS.

c

CDG

March, 1923.

FALKLAND ISLANDS
WEST INDIAN COLONIES.

Class II.

M 11917

Agreement made the 4th day of May 1923
Between the Crown Agents for the Colonies, London, acting on behalf of the Government of
the Falkland Islands----- (hereinafter called the Government),
and Michael Joseph McMahon of Federation House, George Lane,
South Woodford, London.-----
(hereinafter called the person engaged).

1. The person engaged agrees to proceed to the Falkland Islands (hereinafter called the Colony) when directed by the Crown Agents for the Colonies, and undertakes that he will there diligently and faithfully perform the duties of a Police Constable-----
----- 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 one hundred and twenty-----pounds
(£120-----) a year rising to -----pounds
(£-----) a year by annual increments of -----pounds
(£-----)

3. 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.

4. 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 Francis Meredith Pearson.

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

Signed by Michael Joseph McMahon

in the presence of

Of
Witness.

Signature William James Bishop

Address 90-92 George Lane Woodford

Occupation Restaurant

(10/3)

Proprietor

Michael Joseph McMahon

SCHEDULE.

Term of engagement.

1.—The term of the engagement of the person engaged is for *five* ———— years, commencing from the date of arrival at the port of disembarkation in the Colony. The engagement, however, may be renewed as provided for in Clause 12.

Duties.

2.—The duties of the person engaged shall include the usual duties of the office in 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. He shall conform to the General or Standing Orders of the Government, and to the Colonial Regulations in so far as the same are applicable.

Salary.

3.—(1) Half salary will be paid from the date of embarkation on first engagement. Full salary will begin from the date of arrival at the port of disembarkation in the Colony. In this Agreement the period of any voyage shall be reckoned as commencing the day of embarkation and ending on the day previous to the day of disembarkation of the person engaged, both days inclusive.

(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 Colony, 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 8 and 9.

Passages.

4.—(1) "Passage" in this Agreement means a second-class passage.

(2) The Government shall provide the person engaged with railway fare, third-class, to the port of embarkation and with a passage to the Colony for himself, and, if married, for his wife and children (if any) not exceeding four persons besides himself, provided that they either accompany him or proceed to join him within ~~three~~ *twelve* months; and upon the satisfactory termination of his Agreement and, subject to Clause 7, with a free return passage back again to England for himself, and, if married, for his wife and children (if any) not exceeding four persons besides himself, provided that they were provided with passages to the Colony under this Agreement, and provided that he claims and avails himself of such return passages within one month.

Ill-health.

5.—(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 Colony, the Government shall pay him his salary up to the date of such resignation or certificate, and shall, if he is in the Colony at the time, furnish him with a free passage to England for himself, and, if married, for his wife and children (if any) not exceeding

four persons besides himself, provided that they were provided with passages to the Colony under this Agreement, and provided that he claims and avails himself of such return passages within one month, but he shall have no further claim on the Government.

(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.

6.—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 5) 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 on demand the amount paid for his passage to the Colony and for that of his wife and children (including railway fare).

Dismissal.

7.—(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 months' salary, and in either case, if he is in the Colony at the time, furnishing him with a free passage to England, and, if married, for his wife and children (if any) not exceeding four persons besides himself, provided that they were provided with passages to the Colony under this agreement, and provided that he claims and avails himself of such return passages not later than one month after the expiration of his engagement. He shall not in either case be entitled to half salary on the voyage home unless specially granted by the Government.

Determination of engagement.

(2) The person engaged may, at any time after the expiration of three months from the commencement of any residential service, and while serving in the Colony, determine his engagement on giving to the Government three months' notice in writing, or on paying to the Government one months' salary, and in either case repaying the cost of his passage to the Colony, and for that of his wife and children (including railway fare). In either case he shall not be entitled to a free return passage to England.

8.—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 Government.

Liability to make good damage.

9.—If the person engaged shall:—

Fines.

(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, fine him to any amount not exceeding Five Pounds.

10.—The person engaged shall not be entitled as of right to any leave of absence during the period of his service but the Government may at its discretion grant him vacation leave on full pay for any term not exceeding ~~twenty-eight~~ ^{eighteen} days in any one year which leave may not be accumulated. Under exceptional circumstances leave on half-pay may be granted for a period not exceeding four months at a time, such half-pay leave not to be taken in conjunction with the vacation leave above referred to.

Leave of absence.

Security.

11.—The person engaged shall, if so required by the Government, furnish such security as the Government may decide upon for the faithful and honest discharge of his duties, and any premium payable in respect of such security may be deducted from his salary by the Government.

Further employment.

12.—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 its employment, and the Government shall thereupon decide whether it will offer him further employment. If the Government offer him further employment the re-engagement will be on such terms and for such period as may be mutually agreed.

Payments in England.

13.—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.

14.—When the person engaged is not in the Colony the Crown Agents for the Colonies, when duly authorised by the Government or by the Secretary of State for the Colonies, shall be entitled to exercise any of the powers of the Government under this agreement.

Marginal Notes.

15.—The marginal notes are for convenience only and do not form part of the agreement.

M

11807.

Particulars concerning Mr. **Michael Joseph McMahon**
who has been selected for the post of **Police Constable, Falkland Islands.**

Date and year of birth **22nd October, 1881.**

Whether single, married, or a widower **Married**

Number of children **2.**

Previous tropical climate served in **-**

Where educated

I went to Parteen National School, Co.Clare Ireland from
year 1887 to 1893 and to Carrickerry National School in
County Limerick from 1893 to 1897.

Professional qualifications and date at which each was obtained

R.I.C.

TRAINING AND EXPERIENCE.

DATES.		Name and Address of Employer.	Position held and Reason for leaving.
From	To		
1897	1907	Patrick McMahon	Assisting my Father at Farming Left for the purpose of joining the Royal Irish Constabulary.

OATH FOR CONSTABLE (FALKLAND ISLANDS)

(Section 10 of Summary Jurisdiction Ord. 1902)

I, MICHAEL JOSEPH McMAHON do swear that I will well and truly serve our Sovereign Lord the King in the office of constable for the Falkland Islands, without favour or affection, malice, or ill-will, and that I will to the best of my power, cause the peace to be kept and preserved, and prevent all offences against the persons and properties of His Majesty's subjects, and that while I continue to hold the said office, I will, to the best of my skill and knowledge, discharge the duties thereof according to law. So help me God.

Michael Joseph McMahon

Sworn by MICHAEL JOSEPH McMAHON at Stanley, Falkland Islands, this sixth day of July 1925 BEFORE ME,

M. Bruce Hackett

Police Magistrate.
Falkland Islands.

(4)

GOVERNMENT NOTICE.

No _____

Colonial Secretary's Office,
Stanley, Falkland Islands.
7th July, 1923.

His Excellency the Acting Governor has been pleased
to appoint

MR. MICHAEL JOSEPH McMAHON

late of the Royal Irish Constabulary to be a Police
Constable in the Falkland Islands Police Force with
effect from the 5th of July, 1923.

By Command,

G. R. L. Brown,
for Colonial Secretary.

M.P. 113/23.

15

123/23.

7th July,

23.

Sir,

I am directed by the Acting Governor to inform you that His Excellency has been pleased to appoint you to be a Police Constable in the Falkland Islands Police Force on the terms and conditions embodied in the Agreement with the Crown Agents for the Colonies dated the 4th day of May, 1923.

2. Your appointment takes effect from the 5th of July the day of your arrival in the Colony from which date you are entitled to draw salary at the full rate of £120 a year.

I am,

Sir,

Your obedient servant,

G. R. L. Brown,

for Colonial Secretary.

Mr. M. J. McMahon,
Stanley.

No. 113/23

(It is requested that, in any reference to this minute, the above number and the date may be quoted).

MINUTE.

.....7th July,.....19 23.

To.....The Chief Constable,

.....Stanley.....

From

THE COLONIAL SECRETARY,

Stanley, Falkland Islands.

I am to request that you will be so good as to hand the enclosed letter of appointment to Constable McMahon.

2. Constable McMahon is entitled to half salary from the 7th June to the 4th July, both days inclusive.



for Colonial Secretary.

W. MacMahon

15

W. MacMahon

Jul 19 95

To Board & Lodging from July 5 to 16th inclusive	6	17	6
---	---	----	---

Port Stanley

26. 7. 23

(7)

The Chief Constable

I beg to submit attached bill showing amount for Board & lodgings from 5th to 16th July for the kind consideration of the Governor whose Excellency told me he would see I was not at a loss in the matter

Michael J. McMahon Const

Hon Col Secretary

Submitted

D/o Susan
Ch Constable

28. 7. 23

Hon Col Secretary

18. 8. 23

(8)

Sir

The following list would be approximately the amount of stores held by Const M McManus had he been living in his own quarters for 11 days

	£	s	d
sugar	3	6	
Tea	2	6	
Milk	11	6	
Butter	5		
Jam	3	4	
Flour	2		
Rice	2	6	
Coffee	2	6	
Cocoa	2	4	
Fruit	6		
Powder	1	9	
Salt	2		
Pepper	1	6	
Pickles	1	9	
Soap	2		
Tobacco	8		
Bread	3	6	
Meat	8		
Lighting	4		
	<u>£ 33-13-8</u>		

There will be sufficient under incidental expenses after deducting the above list of the original charge which would mean £3-3-10

D/O Sullivan

Ch Constable

M. P. 113/23
~~E. 20/23.~~

28th December, 23.

Gentlemen,

I am directed by the Acting Governor to request that you will be so good as to book second class passages to England for Constable McMahon, his wife and one child by the next mail steamer leaving this port for the United Kingdom.

I am,


Gentlemen,

Your obedient servant,

G. R. L. Brown.

for Colonial Secretary.

The Agents,
Pacific Steam Navigation Company,
Stanley.

The Falkland Islands Company, Limited.

Agents Pacific Steam Nav. Co. 10

113/23

29th December, 1923.

Sir,

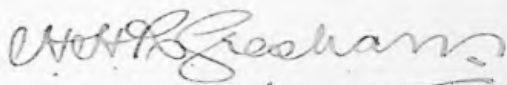
I beg to acknowledge the receipt of your letter of the 28th instant, and, in reply to say, that we will make our best endeavour to obtain passages for Constable McMahon, his wife and child by the mail steamer calling here about the 2nd proximo.

2. I shall be obliged if you would in future give us as much notice of intending passengers as possible in order that we may be in a position to cable the Valparaiso Office who deal with the allotment of berths from this port. I assume that this was not possible in the present instance.

I am,

Sir,

Your obedient servant,



Manager.

The Honourable

The Colonial Secretary.

STANLEY.

113/23.

3rd January,

24.

Gentlemen,

With reference to your letter No. 72M 11917 of the 9th of May, 1923, I am directed by the Acting Governor to inform you that His Excellency has terminated Mr. M. J. McMahon's engagement as a Police Constable under Clause 7 of his agreement and that he is returning to England by the "Ortega" on the 4th of January.

2. Mr. McMahon has been provided with return passages for himself and his wife and one child aged 2 years, the cost of which is being paid locally. He is also being conceded the cost of third class fares from Liverpool to Ballylongford, County Kerry, which amount he is being instructed to claim from you on his arrival in Ireland. I am to request that you will be so good as to refund to him the sum so expended.

3. A confidential report on Mr. McMahon's service is enclosed.

I am,

Gentlemen,

Your obedient servant,

G. R. L. Brown,

for Colonial Secretary.

The Crown Agents for the Colonies,

4, Millbank,

London, S.W.

In Conf. M.P. 20/23

113/23.

3rd January,

24.

Sir,

I am directed by the Acting Governor to inform you that His Excellency has been pleased to authorize the refund to you of the cost of third class fares for yourself and your family from Liverpool to Ballylongford, County Kerry on your journey to your home in Ireland. I am to inform you that if you wish to avail yourself of this refund you should apply to the Crown Agents for the Colonies for payment as soon as possible after your arrival at your destination, producing satisfactory evidence that the amount claimed has been so expended.

I am,

Sir,

Your obedient servant,

G. A. L. Brown,

for Colonial Secretary.

Mr. M. J. McMahon,
Stanley.