

XE: 4718

3 JUN 1926

KENYA

XE: 4718

3 JUN 1926

From

CROWN AGENTS

CO 533/359

Date

2nd June 1926.

AGREEMENTS WITH NATIONAL BANK OF INDIA.

CLOSED
UNTIL

~~II~~

Previous paper	(Minutes within)			
Coo 1937	Idea	3/6		
	C. B. Allen	19/6		
	W. A. Stanley	14/6		
	X.R.S.P.	18/6		
	Room 3	21/6		
	Room 1	15/7		
	R. P. Rowley	17/7		
	Mr. Allen	19/7		
	X.R.			
Subsequent paper				
X 14251/27 uqa				

NOT TO BE TURNED INSIDE OUT.

1) Crown Agts ----- 2nd June 1926.

Encloses for approval, copy of draft instruments of agreements in respect of (A) Govt of Kenya and (B) The High Commr for Transport.

Colony Agreement

This has been compared with the 1910 Agreement & it differs at (a) paras 1 & 2 of the ~~proposals~~ ^{clauses} as the proposals in his schedule in 35700/25 the security clauses being omitted & no specific hypothecation

Curious they have "person or persons" in clause 3, & "persons or person" in clause 12.

x penultimate line
"last"

Transport Agreement

This follows the draft in 47442 but the Bank has accepted the amounts proposed by the Gen Manager in 31593/25 in the Preamble & clauses 8 & 9.

The sanitation at "A" above appear in the similar clauses of this agreement. There are no material notes to clauses 7, 10 & 11 - ~~materially~~ ^{materially} however they do not appear in draft!

B

? approve final sanitation

but note the points at A & B.

JW Allen 15/6/26

W.C. Stanley

15.6.26

2. To C.A. (not used) 21 JUN 1928 ✓
(Approval of execution of agreement)

3. _____ R. Agents _____ 13 July.
Both Agreements have now been
completed: two 3 copies of each.

Mr Allen

? Put by

W. H. M. M.

17-7-26

My have off a whole.

My documents + shares have
been sent out.

As proposed

Mr Allen

W. H. M. M.

W. H. M. M.



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

AND THE FOLLOWING REFERENCE A/114.
TELEGRAMS "CROWN, LONDON"
TELEPHONE 7745 VICTORIA

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

RECEIVED
14 JUL 1926
COL OFFICE

13th July, 1926.

Sir,

Nov

With reference to your letter of 21st June
No.X.F. 4718/26 relative to the Agreements between
the National Bank of India and the Government of Kenya
and the Kenya Uganda Transport Administration, I have the
honour to inform you that both Agreements have now been
completed, and to enclose three copies of each of the
Agreements for your information.

I have the honour to be,

Sir,

Your obedient Servant,

W. A. Wickham

for Crown Agents.

The Under Secretary of State,
COLONIAL OFFICE,
LONDON, S.W. 1.

CA.

Downing Street.

X.P.4718/26.

21 June, 1926.

Gentlemen,

I am directed by Mr. Secretary Amey to acknowledge the receipt of your letter No.A/114 Kenya and Uganda of the 2nd of June enclosing draft agreements with the National Bank of India in respect of the Government of Kenya and the Kenya-Uganda Transport Administration, and to inform you that he approves of your proceeding with the final execution of both agreements.

2. It is observed that the words "persons or persons" appear in Clause 3 of each Agreement, while in Clause 13 the expression "persons or person" is used; and that there are no marginal notes to Clauses 7, 12 and 13 of the

THE CROWN AGENTS

FOR THE COLONIES.

Agreement

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Agreement in respect of the Transport Administration.

I am,

Gentlemen.

Your most obedient servant,

(Signed) W. C. BOTTOMLEY.

S.A.

X F 4718

25

26 Kenya

19 JUN 21

21 June, 1926.

Inds
AUSA
1/10/26
L30

Mr. Allen 18/6

Mr. E. J. Harding 18/6

Mr. Strachey

Sir J. Shuckburgh

Sir G. Grindall

Sir C. Davis

Sir S. Wilson

Mr. Ormsby-Gore

Earl of Clarendon

Mr. Amery

Gentlemen,

I am etc. to act.

DRAFT.

Crown Agents.

the recd. of your letter no. A/114 Kenya & Uganda of the 2nd of June enclosing draft agreements with the National Bank of India in respect of (a) the

Part of
(Kenya Colony and (b) the

and the
Kenya Uganda Transport

Administration, and to

inform you that the

approval of your proceeding

with the final execution

of both agreements.

It is observed
~~It is to point out~~

that the words "person or persons"

appear in each
clause 30 of the respective

~~of the Colony~~

while in clause 12 of that

the expression ~~is used~~
~~is used~~ "persons or person" is used;
and that

a similar variation
 occurs in the wording
 of the corresponding
 clauses of the agree^{ment}.
 in respect of the
~~Transport~~ Agree^{ment};

- Mr.
- Mr.
- Mr. E. J. Harding.
- Mr. Stoney.
- Sir J. Shackburgh.
- Sir G. Grindle.
- Sir C. Davis.
- Sir S. Wilson.
- Mr. Omsby-Gore.
- Earl of Clarendon.
- Mr. Amery.

DRAFT.

and that there are no
 marginal notes in
 respect of Clauses 4,
 18 and 19 of the ^{Transport} latter
 agree^{ment}. in respect of the
 Transport Administration
 & am etc..

(Signed) W. C. BOTTOMLEY.



XF: 4718
3 JUN 1926

ALL COMMUNICATIONS
TO BE ADDRESSED TO THE
CROWN AGENTS FOR THE COLONIES,
THE DATE OF THIS LETTER BEING QUOTED
AND THE FOLLOWING REFERENCE

Kenya &
Uganda

44, MILLBANK,

WESTMINSTER,

LONDON, S.W. 1.

28th June 1926.

Sir,

With reference to your letter No. X. 58153/1925
of 12th January 1926 and to previous correspondence
with regard to the agreements with the National Bank
of India in respect of (A) The Colony of Kenya and
(B) the new Transport Administration, I have the
honour to enclose a copy of the draft instruments which
have been drawn up by us in accordance with the
instructions which we have received.

We have been notified that the Bank agrees
to the terms embodied in these documents, and we shall
be prepared to proceed with the final execution of
them upon receipt of the approval of the Secretary of
State.

I have the honour to be

Sir,

Your obedient servant

W.A. Birchhart

for CROWN AGENTS.

Ans'd - 21 JUN 1926

The Under Secretary of State,

COLONIAL OFFICE.

m

CA

An Agreement

made this
Sixth day of July One

thousand nine hundred and twenty ^{six}.
Between The Crown Agents for the
Colonies of 4 Millbank in the City of
Westminster hereinafter referred to as 'the
Crown Agents', acting for and on behalf
of the Government of the Colony and Protectorate
of Kenya (hereinafter referred to as 'the Government')
of the one part and The National Bank of
India Limited whose registered office is at
N^o 26 Bishopsgate in the City of London (here-
inafter called 'the Bank') of the other part.

Whereby it is agreed as follows:-

1. This Agreement shall be deemed to come into
operation and take effect as on and from the
^{Agreement to}
^{operate from}
first day of August One thousand
nine hundred and twenty ^{six} and shall
continue in force until it shall be determined
under the provisions hereinafter contained.

2. The Bank shall from time to time and at all
times during the continuance of this Agreement
transact all such banking business of the
Government as the Bank may from time to time
be required by the Government to transact, and
except in any case in which and to such extent
as any charge is hereby expressly authorised no
charge shall be made by the Bank for transacting
such business during every period during which
the balances standing to the credit of the current
account of the Government at the London Office
of the Bank and at its Branches in the Colony and
Protectorate shall amount in the aggregate to the sum
of Two hundred thousand shillings such current accounts being

^{Bank to transact}
^{Government}
^{banking business}
^{without charge}
^{except in certain}
^{cases}

(except where the context otherwise requires) hereinafter collectively referred to as "the current account".

Bank to credit the current account with moneys, and to have cheques drawn by duly authorized persons.

The Bank shall receive and place to the credit of the current account of the Government at the Office where the same shall be paid all moneys which shall be paid into the Bank by or for the account of the Government and which shall be legal tender at the place where the same shall be so paid and such moneys if paid into any Office of the Bank in the Colony and Protectorate shall be credited to the Government at the current rate of exchange for the time being Subject to the provisions of this agreement the Bank shall pay on presentation at par at any Office of the Bank in the Colony and Protectorate or at the London Office all cheques drawn in any current account of the Government by any person or persons duly authorized in writing by the Government to draw against such account.

Interest on balance of current account

During every period during which the balance standing to the credit of the Government on the current account shall for the time being exceed the sum of Two hundred thousand shillings the Bank shall pay or allow to the Government interest at the rate of Two and a half per cent per annum on the total amount of the balance on current account.

Bank to allow overdrafts not exceeding the 200000

The Bank shall from time to time and at any time during the continuance of this Agreement advance to the Government such sums by way of overdraft on the current account of the Government, at any of the Offices of the Bank as the Government may from time to time demand. Provided that the aggregate of such advances for the time being remaining unpaid shall not at any one time exceed the sum of Two hundred thousand shillings but within such limit as aforesaid the Bank shall not during the continuance of this

agreement be entitled to require any such advances to be repaid the Government nevertheless being at liberty to repay all or any part of the same as and when they may think fit. And the Government shall pay interest at the rate of five per cent per annum on the amount of such advances for the time being owing by them on the said overdraft if any.

Interest to be debited as credited to current account half yearly.

All sums payable by the Government to the Bank or by the Bank to the Government under any of the provisions hereinbefore contained shall be debited or credited (as the case may be) to the current account half yearly on the thirtieth day of June and the thirty first day of December in each year and when so debited or credited shall be taken into account in calculating the balance of the Government for the time being on the current account.

Rules for keeping the current account.

7. The Bank shall transact all business connected with the current account in accordance with such rules as may be mutually agreed upon between the Government and the Bank.

Bank to receive moneys on deposit account and pay interest thereon.

8. The Bank shall receive from the Government on deposit account all such sums as the Government may from time to time pay to it for that purpose and shall hold all such sums subject to withdrawal at call or on such notice (being either seven days or longer) or on fixed deposit for such period as may be specified by the Government at the time of the payment being made. The Bank shall allow to the Government on all sums so placed on deposit account interest at such rate as shall in each case be agreed upon between the Government and the Bank but in no case shall it be less favourable than the highest rate granted by the Bank to other customers. If the

Government so desire the Bank will allow advances on current account against the security of fixed deposits and up to the amount of the same. In such cases the rate of interest will be one per cent higher than the rate of interest granted on the fixed deposit against which the advances on current account are made.

Interest on deposit account to the Colonial Bank yearly

9 All sums to be allowed by the Bank to the Government by way of interest on deposit account under the provisions of the last preceding Clause shall be credited to the said deposit account of the Government half yearly on the thirtieth day of June and the thirty first day of December in each year and shall be taken into account in calculating the balance of the Government on deposit account for the time being and shall carry interest accordingly.

Remittances or transfer of funds

10 Whenever the Government desires to avail itself of the services of the Bank for the remittance of funds to or from the Colony and Protectorate the Bank shall undertake and transact the business of such remittance and transfer and shall be remunerated for transacting the same at a rate of payment more favourable for the Government by one eighth per cent of the amount of the moneys so remitted or transferred than the terms on which the Bank shall for the time being be transacting similar business for its most favoured customer. Transfers and remittances shall be made at the option of the Government either by the issue of Bank Drafts for the amount or by telegram or letter directing the amount to be placed to the credit of the Government or its nominees at the place to or at which the remittance or transfer is to be made. The Bank will at the request of the Government transfer funds from any office in the Colony and Protectorate to any other office in the Colony and Protectorate free of all

charge, subject to the proviso that if this arrangement entails a movement of notes or coin the Government will grant free transport for the same. All other charges such as insurance etc. and all risk in connection with the transfer of funds will be borne by the Bank.

Bank to render accounts

11 The Bank from time to time and at any time at its own expense shall render to the Government or the Crown Agents all such information accounts and returns relative to the current and deposit accounts and remittances business of the Government and to the rates of interest for the time being charged or allowed by the Bank to its customers in any of the cases hereinbefore mentioned and to any other matter in anywise connected with this Agreement as the Government or the Crown Agents may require and shall verify such information accounts and returns in such manner as the Government or the Crown Agents may reasonably require.

Bank not to assign this agreement without permission

12 The Bank shall not assign or otherwise dispose of this agreement or any part thereof or any interest therein or sublet any of the services to be rendered to any persons or person or to any other Company without the previous permission of the Government certified in writing under the hand of the Crown Agents or of the Governor of the Colony and Protectorate and such permission may be withheld without any reason being assigned therefor or may be granted upon such terms and subject to such conditions certified as aforesaid as the Government may think fit and no such assignment disposition or subletting shall in any way exonerate the Bank from any liability under this Agreement.

13 If an Order shall be made by a Court of competent jurisdiction or an effective resolution shall be passed for the winding up of the Bank or if the Bank shall at any time commit any breach of this Agreement or shall cease to carry on banking business at Nairobi the Government may by notice in writing to the Bank forthwith determine this Agreement, and the same shall accordingly immediately upon the giving of such notice be determined.

14 The Government may at any time by giving to the Bank three calendar months' previous notice in writing and the Bank may at any time by giving to the Government six calendar months previous notice in writing determine this Agreement and neither party shall be bound to assign any reason therefor and upon the expiration of either of such notices this Agreement shall be determined.

15 Any notice to the Bank under or in connection with this Agreement may be given by leaving the same addressed to the Bank at its principal Office in the Colony and Protectorate or at its Registered Office in England and every such notice shall be deemed to be given at the time when the same shall be so left. Any notice authority or other act of or on the part of the Government under or in connection with this Agreement shall be sufficient and binding on the parties hereto if the same be in writing and signed by the Governor for the time being of the Colony and Protectorate or by one of the Crown Agents.

16 His Majesty's Secretary of State for the Colonies shall not nor shall any member or officer of the Government or any of the Crown Agents be in

any way personally liable for or in respect of any of the acts or obligations of the Government under this Agreement or be otherwise howsoever subjected to any personal liability under or by virtue of this Agreement.

17 This Agreement shall be deemed an English Agreement and shall accordingly be construed and carried into effect according to the law for the time being in force in England.

18 Upon the execution of this agreement the provisions of an agreement dated the seventh day of April One thousand nine hundred and ten between Reginald Laurence Antrobus Esquire, C. B., Maurice Alexander Cameron, C. M. G., late Major in His Majesty's Corps of Royal Engineers and William Herworth Mercer, Esquire, C. M. G., all of Whitehall Gardens in the City of Westminster, the Crown Agents for the Colonies acting for and on behalf of the Government of the East African Protectorate of the one part and the National Bank of India of the other part shall cease to have effect save as regards any rights or obligations accrued prior to the execution of these presents.

19 The marginal notes hereto are for the purpose of convenience only and shall not affect the

Power for Government to determine this Agreement or liquidation of the Bank etc.

Power for either party to determine this Agreement on notice

Notice

No personal liability to Secretary of State Government Officer or Crown Agents

This Agreement to be an English Agreement.

Execution of previous agreement

Marginal notes

interpretation of this Agreement
In witness whereof one of the Crown
Agents has hereunto set his hand and seal
and the Bank have hereunto caused their
Common Seal to be affixed the day and
year before mentioned

Signed Sealed & delivered
by Percy Hulert Ezechiele Esq., C.A.G.
one of the Crown Agents in the
presence of :-

[Sgd.] P.H. Ezechiele.

[Sgd.] W.A. Phillips.

Deputy Head, Finance Dept.
Crown Agents Office,
4, Millbank
S.W. 1.

The Common Seal of the
National Bank of India was
hereunto affixed in the presence
of

[Sgd.] J. P. Dewar

[Sgd.] S. L. Lawte

Directors

[Sgd.] C. A. Coll.

General Manager

An Agreement

made this
sixth day of July one
thousand nine hundred and twenty six
Between The Crown Agents for the
Colonies of 4 Millbank, in the City of
Westminster (hereinafter referred to as the
'Crown Agents') acting for and on behalf
of the High Commissioner for Transport
for the Colony and Protectorate of Kenya
and the Protectorate of Uganda (hereinafter
referred to as the High Commissioner) of the
one part and the National Bank of
India Limited whose registered office is
situated at 26, Bishopsgate, E.C. 2, in the
City of London (hereinafter called the 'Bank')
of the other part.

Whereby it is agreed, as follows:-

1. This Agreement shall be deemed to come into operation and take effect, as on and from the first day of August one thousand nine hundred and twenty six and shall continue in force until it shall be determined under the provisions hereinafter contained.
2. The Bank shall from time to time and at all times during the continuance of this agreement transact all such banking business of the High Commissioner, as the Bank may from time to time be required by the High Commissioner to transact and except in any case in which and to such extent as any charge is hereby expressly authorized no charge shall be made by the Bank for transacting such business during every period during which the balances standing to the credit of the current account of

Agreement to operate from

General business

the High Commissioner at the London Office of the Bank and its branches in the Colony shall amount in the aggregate to the sum of Two hundred thousand shillings - £10,000 - such current accounts being (except where the context otherwise requires) hereinafter collectively referred to as the current account.

3 Bank to credit the current account with monies paid and to honour cheques drawn by duly authorised persons

The Bank shall receive and place to the credit of the current account of the High Commissioner at the office where the same shall be paid into the Bank by or for the account of the High Commissioner, all monies which shall be legal tender at the place where the same shall be so paid and such monies if paid into any office of the Bank in the Colony and Protectorate of Kenya and the Protectorate of Uganda shall be credited to the High Commissioner at the current rate of exchange for the time being. Subject to the provisions of this agreement the Bank shall pay in presentation at par at any Office of the Bank in the Colony and Protectorate of Kenya and Protectorate of Uganda all cheques drawn on any current account of the High Commissioner by any person or persons duly authorised in writing by the High Commissioner to draw against such account.

4 Interest on balance of current account

During every period during which the balance standing to the credit of the High Commissioner on the current account shall for the time being exceed the sum of shillings 200,000 the Bank shall pay or allow to the High Commissioner interest at the rate of two and a half per cent per annum on the total amount of the balance on current account.

5 Bank to allow advances by way of overdraft of current account as a current account

The Bank shall from time to time and at any time during the continuance of this agreement advance to the High Commissioner such sums by way of over-draft on the current account of the

High Commissioner at any of the offices of the Bank as the High Commissioner may from time to time demand. Provided that the aggregate of such advances for the time being remaining unpaid shall not at any one time exceed the sum of shillings 200,000 but within such limit as aforesaid the Bank shall not during the continuance of this agreement be entitled to require any such advances to be repaid, the High Commissioner nevertheless being at liberty to repay all or any part of the same as and when he may think fit. And the High Commissioner shall pay interest at the rate of five per cent per annum on the amount of such advances for the time being owing by him on the said over draft if any.

6 All sums payable by the High Commissioner to the Bank, or by the Bank to the High Commissioner under any of the provisions hereinbefore contained shall be debited or credited (as the case may be) to the current account half yearly balance

All sums payable by the High Commissioner to the Bank, or by the Bank to the High Commissioner under any of the provisions hereinbefore contained shall be debited or credited (as the case may be) to the current account half yearly on the thirtieth day of June and the thirty first day of December in each year, and when so debited or credited shall be taken into account in calculating the balance of the High Commissioner for the time being on the current account.

7 Rules for keeping the current account

The Bank shall transact all business connected with the current account in accordance with such rules as may be mutually agreed upon between the High Commissioner and the Bank.

8 Deposits accounts and rate of interest thereon

The Bank shall receive from the High Commissioner on fixed deposit all such sums as the High Commissioner may from time to time pay to it for that purpose. The period of fixed deposits shall be for six months or such longer period as the High

Commissioner may desire. The Bank shall allow to the High Commissioner on all sums so placed on fixed deposit interest at such rate as shall in each case be agreed upon between the High Commissioner and the Bank, but in no case shall it be less favourable than the highest rate granted by the Bank to other customers. If the High Commissioner so desire the Bank will, allow advances on current account against the security of fixed deposits, and up to the amount of the same. In such cases the rate of interest will be one per cent higher than the rate of interest granted on the fixed deposit against which the advances on current account are made.

9. Deposit interest and rates for crediting interest

All sums to be allowed by the Bank to the High Commissioner by way of interest on fixed deposit accounts under the provision of the last preceding clause shall be credited as each fixed deposit matures, either to the current account of the High Commissioner or shall be added to the fixed deposit when it is desired to renew the same for a further period.

10. Transfer of Funds

The Bank will at the request of the High Commissioner transfer funds from any office in Kenya to any other office in Kenya and from any office in Uganda to any other office in Uganda free of all charge. The Bank will at the request of the High Commissioner transfer funds from any office in Uganda to any office in Kenya and from any office in Kenya to Uganda free of all charge subject to the proviso that if this arrangement entails the movement of notes or coin the High Commissioner will grant free transport for the same. All other charges such

as insurance, etcetera and all risks in connection with the transfer of funds will be borne by the Bank. The Bank will if desired by the High Commissioner make sterling remittances on his behalf, either by the issue of Bank drafts or by letter or telegram. In such cases the rates of charge will in each case be agreed upon by the High Commissioner and the Bank. The rates shall always be more favourable to the High Commissioner by at least one eighth per cent than the rate quoted to the Bank's most favoured customer.

11. Information to be supplied relating to the business of the High Commissioner.

The Bank from time to time, and at any time at its own expense shall render to the High Commissioner or the Crown Agents all such information accounts and returns relative to the current and deposit accounts and remittance business of the High Commissioner, and to the rates of interest for the time being charged or allowed by the Bank to its customers in any of the cases hereinbefore mentioned, and to any other matter in anywise connected with this agreement as the High Commissioner or the Crown Agents may require and shall verify such information accounts and returns in such manner as the High Commissioner or the Crown Agents may reasonably require.

12. Assignment or disposal of agreement.

The Bank shall not assign, mortgage, sublet or otherwise dispose of this agreement or any part thereof, or any interest therein, or sublet any of the services to be rendered to any persons or person or to any other Company without the previous permission of the High Commissioner certified in writing under the hand of the Crown Agents or of the High Commissioner, and such permission may be withheld without any

reason being assigned therefor, or may be granted upon such terms, and subject to such conditions certified as aforesaid as the High Commissioner may think fit, and no such assignment, disposition or subletting shall in any way exonerate the Bank from any liability under this agreement.

13
Termination of Agreement.

If an order shall be made by a Court of competent jurisdiction or an effective resolution shall be passed for the winding up of the Bank, or if the Bank shall at any time commit any breach of this agreement, or shall cease to carry on banking business at Nairobi, the High Commissioner may by notice, in writing to the Bank forthwith determine this agreement and the same shall accordingly, immediately upon the giving of such notice, be determined.

14
Notice to Bank in connection with this agreement.

The High Commissioner may at any time, by giving to the Bank three calendar months' previous notice, in writing and the Bank may at any time, by giving to the High Commissioner six calendar months' previous notice, in writing, determine this agreement, and neither party shall be bound to assign any reason therefor, and upon the expiration of either of such notices this agreement shall be determined.

15
Address in which notice in connection with this agreement may be left.

Any notice to the Bank under or in connection with this agreement may be given by leaving the same addressed to the Bank at its principal office in Nairobi in the Colony, or at its Registered Office in England and every such notice shall be deemed to be given at the time when the same shall be so left. Any notice, authority or other act of, or on the part of, the High Commissioner under or in connection with this agreement shall be sufficient and binding on the

parties hereto, if the same be in writing and signed by the High Commissioner or by one of the Crown Agents.

16
Cessation of previous agreement.

Upon the execution of this agreement the provisions of an agreement dated the seventh April, one thousand nine hundred and ten, between Reginald Laurence Antrobus Esquire, C.B. Maurice Alexander Cameron, C.M.G. late major in His Majesty's Corps of Royal Engineers and William Hepworth Mercer Esquire, C.M.G., all of Whitehall Gardens in the City of Westminster, the Crown Agents for the Colonies acting for and on behalf of the Government of the East African Protectorate of the one part, and the National Bank of India of the other part shall so far as it concerns the Administration of the Uganda Railway cease to have effect save as regards any rights or obligations accrued prior to the execution of these presents.

17
No personal liability to Secretary of State, Secretary of the Colonies, or any Officer of the High Commissioner or any of the Crown Agents.

His Majesty's Secretary of State for the Colonies, shall not, nor shall the High Commissioner, or any Officer, of the High Commissioner, or any of the Crown Agents, be in any way personally liable for, or in respect of, any of the acts or obligations of the High Commissioner under this agreement, or be otherwise howsoever subjected to any personal liability under or by virtue of this agreement.

18
This Agreement to be an English Agreement.

This agreement shall be deemed an English Agreement, and shall accordingly be construed and carried into effect according to the law for the time being in force in England.

19
Marginal notes.

The marginal notes hereto are for the

purpose of convenience only and shall not affect the interpretation of the Agreement.

In witness whereof one of the Crown Agents has hereunto set his hand and seal, and the Bank have hereunto caused their common seal to be affixed the day and year before mentioned.

Signed Sealed and Delivered
by Percy Hubert Ezechiel, Esq., C.M.G.
one of the Crown Agents in the
presence of :-

[Sgd.] P.E. Ezechiel.

[Sgd.] W.A. Phillips.

Deputy Head, Finance Dept.,
Crown Agents Office,
4, Millbank,
S.W.1.

The Common Seal of the
National Bank of India was
hereunto affixed in the presence
of

[Sgd.] J.P. Hewett.

[Sgd.] B.I. Hawke.

Directors

[Sgd.] C. Nicoll.

General Manager

An Agreement

made this
 sixth day of July one
 thousand nine hundred and twenty six.
 Between The Crown Agents for the
 Colonies of 4 Millbank in the City of
 Westminster (hereinafter referred to as the
 'Crown Agents') acting for and on behalf
 of the High Commissioner for Transport
 for the Colony and Protectorate of Kenya
 and the Protectorate of Uganda (hereinafter
 referred to as the High Commissioner) of the
 one part and the National Bank of
 India Limited whose registered office is
 situated at 26, Bishopsgate, E.C. 2 in the
 City of London (hereinafter called the 'Bank')
 of the other part

Whereby it is agreed as follows:-

1. This Agreement shall be deemed to come into
 Agreement to operate from operation and take effect as on and from
 the first day of August one thousand
 nine hundred and twenty six and shall
 continue in force until it shall be determined
 under the provisions hereinafter contained.
2. The Bank shall from time to time and at all
 General business times during the continuance of this agreement
 transact all such banking business of the
 High Commissioner as the Bank may from time
 to time be required by the High Commissioner
 to transact and except in any case in which
 and to such extent as any charge is hereby
 expressly authorized no charge shall be made
 by the Bank for transacting such business
 during every period during which the balances
 standing to the credit of the current account of

the High Commissioner, at the London Office of the Bank, and its branches in the Colony shall amount in the aggregate to the sum of Two hundred thousand shillings - £10,000 - such current accounts being (except where the context otherwise requires) hereinafter collectively referred to as the current account.

3 Bank to credit the current account with monies paid in and to honour cheques drawn by duly authorized persons

The Bank shall receive and place to the credit of the current account of the High Commissioner at the office where the same shall be paid into the Bank by or for the account of the High Commissioner all monies which shall be legal tender at the place where the same shall be so paid, and such monies if paid into any office of the Bank, in the Colony and Protectorate of Kenya and the Protectorate of Uganda shall be credited to the High Commissioner at the current rate of exchange for the time being. Subject to the provisions of this agreement the Bank shall pay on presentation at par at any Office of the Bank in the Colony and Protectorate of Kenya and Protectorate of Uganda all cheques drawn on any current account of the High Commissioner by any person or persons duly authorized in writing by the High Commissioner to draw against such account.

4 Interest on balance of current account

During every period during which the balance standing to the credit of the High Commissioner on the current account shall for the time being exceed the sum of shillings 200,000 the Bank shall pay or allow to the High Commissioner interest at the rate of two and a half per cent per annum on the total amount of the balance on current account.

5 Bank to allow advances by way of over-draft of current account of monies advanced on interest thereon

The Bank shall from time to time, and at any time during the continuance of this agreement advance to the High Commissioner such sums by way of over-draft on the current account of the

High Commissioner at any of the offices of the Bank, as the High Commissioner may from time to time demand. Provided that the aggregate of such advances for the time being remaining unpaid shall not at any one time exceed the sum of shillings 200,000 but within such limit as aforesaid the Bank shall not during the continuance of this agreement be entitled to require any such advances to be repaid, the High Commissioner nevertheless being at liberty to repay all or any part of the same as and when he may think fit. And the High Commissioner shall pay interest at the rate of five per cent per annum on the amount of such advances for the time being owing by him on the said over draft if any.

6 All sums payable by the High Commissioner to the Bank, or by the Bank to the High Commissioner or Bank to the High Commissioner shall be debited or credited (as the case may be) to the current account half yearly on the thirtieth day of June and the thirty first day of December in each year, and when so debited or credited shall be taken into account in calculating the balance of the High Commissioner for the time being on the current account.

7 Rules for keeping the current account

The Bank shall transact all business connected with the current account in accordance with such rules as may be mutually agreed upon between the High Commissioner and the Bank.

8 Deposit accounts and rate of interest thereon

The Bank shall receive from the High Commissioner on fixed deposit all such sums as the High Commissioner may from time to time pay to it for that purpose. The period of fixed deposits shall be for six months or such longer period as the High

Commissioner, may desire. The Bank shall allow to the High Commissioner on all sums so placed on fixed deposit interest at such rate as shall in each case be agreed upon between the High Commissioner and the Bank, but in no case shall it be less favourable than the highest rate granted by the Bank to other customers. If the High Commissioner so desire the Bank will allow advances on current account against the security of fixed deposits, and up to the amount of the same. In such cases the rate of interest will be one per cent higher than the rate of interest granted on the fixed deposit against which the advances on current account are made.

9. Deposits, interest and rules for crediting interest

All sums to be allowed by the Bank to the High Commissioner by way of interest on fixed deposit accounts under the provision of the last preceding clause shall be credited as each fixed deposit matures, either to the current account of the High Commissioner or shall be added to the fixed deposit when it is desired to renew the same for a further period.

10. Transfer of funds

The Bank will, at the request of the High Commissioner transfer funds from any office in Kenya to any other office in Kenya and from any office in Uganda to any other office in Uganda free of all charge. The Bank will at the request of the High Commissioner transfer funds from any office in Uganda to any office in Kenya and from any office in Kenya to Uganda free of all charge subject to the proviso that if this arrangement entails the movement of notes or coin the High Commissioner will grant free transport for the same. All other charges such

as insurance etcetera and all risks in connection with the transfer of funds will be borne by the Bank. The Bank will if desired by the High Commissioner make sterling remittances on his behalf, either by the issue of Bank drafts or by letter or telegram. In such cases the rates of charge will in each case be agreed upon by the High Commissioner and the Bank. The rates shall always be more favourable to the High Commissioner by at least one eighth per cent than the rate granted to the Bank's most favoured customer.

11. Information to be supplied relating to the business of the High Commissioner.

The Bank from time to time, and at any time at its own expense shall render to the High Commissioner or the Crown Agents all such information on accounts and returns relative to the current and deposit accounts and remittance business of the High Commissioner, and to the rates of interest for the time being charged or allowed by the Bank to its customers in any of the cases hereinbefore mentioned, and to any other matter in anywise connected with this agreement, as the High Commissioner or the Crown Agents may require and shall verify such information, accounts and returns in such manner as the High Commissioner or the Crown Agents may reasonably require.

12. Assignment or disposal of agreement

The Bank shall not assign, mortgage, sublet or otherwise dispose of this agreement or any part thereof, or any interest therein, or sub let any of the services to be rendered to any persons or person or to any other Company without the previous permission of the High Commissioner certified in writing under the hand of the Crown Agents or of the High Commissioner, and such permission may be withheld without any

reason being assigned therefor, or may be granted upon such terms, and subject to such conditions, certified as aforesaid as the High Commissioner may think fit, and no such assignment, disposition or sub letting shall in any way exonerate the Bank from any liability under this agreement.

13. Determination of Agreement.

If an order shall be made by a Court of competent jurisdiction or an effective resolution shall be passed for the winding up of the Bank, or if the Bank shall at any time commit any breach of this agreement, or shall cease to carry on banking business at Nairobi, the High Commissioner may by notice in writing to the Bank forthwith determine this agreement and the same shall accordingly, immediately upon the giving of such notice, be determined.

14. Notice to Bank in connection with this agreement.

The High Commissioner may at any time, by giving to the Bank three calendar months' previous notice in writing and the Bank may at any time, by giving to the High Commissioner six calendar months' previous notice in writing, determine this agreement, and neither party shall be bound to assign any reason therefor, and upon the expiration of either of such notices this agreement shall be determined.

15. Address to which notices in connection with this agreement may be left.

Any notice to the Bank under or in connection with this agreement may be given by leaving the same addressed to the Bank at its principal office in Nairobi in the Colony, or at its Registered Office in England and every such notice shall be deemed to be given at the time when the same shall be so left. Any notice, authority or other act of, or on the part of, the High Commissioner under or in connection with this agreement shall be sufficient and binding on the

parties hereto, if the same be in writing and signed by the High Commissioner or by one of the Crown Agents.

16. Cancellation of previous agreement.

Upon the execution of this agreement the provisions of an agreement dated the seventh April, one thousand nine hundred and ten, between Reginald Laurence Ambrose Esquire, C.B. Maurice Alexander Cameron C.M.G. late major in His Majesty's Corps of Royal Engineers and William Hopworth Mercer Esquire, C.M.G., all of Whitehall Gardens in the City of Westminster, the Crown Agents for the Colonies acting for and on behalf of the Government of the East African Protectorate of the one part and the National Bank of India of the other part shall so far as it concerns the Administration of the Uganda Railway cease to have effect save as regards any rights or obligations accrued prior to the execution of these presents.

17. No personal liability to Secretary of State, Crown Agents, or any Officer of the High Commissioner.

His Majesty's Secretary of State for the Colonies shall not, nor shall the High Commissioner, or any Officer of the High Commissioner, or any of the Crown Agents, be in any way personally liable for or in respect of any of the acts or obligations of the High Commissioner under this agreement, or be otherwise howsoever subjected to any personal liability under or by virtue of this agreement.

18. This Agreement to be an English Agreement.

This agreement shall be deemed an English Agreement, and shall accordingly be construed and carried into effect according to the law for the time being in force in England.

19. Marginal notes.

The marginal notes hereto are for the

purpose of convenience only and shall not affect the interpretation of the Agreement.

In witness whereof one of the Crown Agents has hereunto set his hand and seal, and the Bank have hereunto caused their common seal to be affixed the day and year before mentioned.

Signed Sealed, and Delivered

by Percy Hubert Ezechiel, Esq., C.M.G.
one of the Crown Agents in the presence of :-

[Sgd.] P.H.Ezechiel.

[Sgd.] W.A.Phillips.

Deputy Head, Finance Dept.
Crown Agents Office,
4, Millbank,
S.W.1.

The Common Seal of the National Bank of India was hereunto affixed in the presence of :-

[Sgd.] J.P.Hewett.

[Sgd.] G.I.Hawke

Directors

[Sgd.] S.Nicoll.

General Manager.

An Agreement

made this One day of One thousand nine hundred and twenty Between The Crown Agents for the Colonies of 4 Millbank in the City of Westminster hereinafter referred to as 'the Crown Agents' acting for and on behalf of the Government of the Colony and Protectorate of Kenya (hereinafter referred to as the Government) of the one part and The National Bank of India Limited whose registered office is at N^o 26 Bishopsgate in the City of London (hereinafter called 'the Bank') of the other part.

Whereby it is agreed, as follows.

1. This Agreement shall be deemed to come into operation and take effect as on and from the One day of One thousand nine hundred and twenty and shall continue in force until it shall be determined under the provisions hereinafter contained.
2. The Bank shall from time to time, and at all times during the continuance of this Agreement ^{Bank to transact Government banking business without charge except in certain cases} transact all such banking business of the Government as the Bank may from time to time be required by the Government to transact and except in any case in which, and to such extent as any charge is hereby expressly authorised no charge shall be made by the Bank for transacting such business during every period during which the balances standing to the credit of the current account of the Government at the London Office of the Bank and at its Branches in the Colony and Protectorate shall amount in the aggregate to the sum of Two hundred thousand shillings such current accounts being

(except where the context otherwise requires) here-
in after collectively referred to as the current account.

Bank to credit
the current account
with monies paid
in and to be paid
therein drawn by
duly authorised
persons.

3. The Bank shall receive and place to the credit of
the current account of the Government, at the Office
where the same shall be paid, all moneys which
shall be paid into the Bank by or for the account
of the Government, and which shall be legal tender
at the place where the same shall be so paid, and
such moneys if paid into any Office of the Bank
in the Colony and Protectorate shall be credited to
the Government at the current rate of exchange
for the time being. Subject to the provisions of this
agreement the Bank shall pay on presentation
at par at any Office of the Bank, in the Colony
and Protectorate or at the London Office all cheques
drawn on any current account of the Government by any
person or persons duly authorised in writing by the
Government to draw against such account.

Interest on
balance of
current account

4. During every period during which the balance
standing to the credit of the Government in the
current account shall for the time being exceed the
sum of Two hundred thousand shillings the Bank
shall pay or allow to the Government interest, at
the rate of Five and a half per cent per annum on
the total amount of the balance on current account.

Bank to allow
overdrafts not
exceeding
the sum of

5. The Bank shall from time to time and, at any
time, during the continuance of this Agreement advance
to the Government such sums by way of overdraft on
the current account of the Government, at any of the
Offices of the Bank as the Government may from
time to time demand. Provided that the aggregate
of such advances for the time being, remaining unpaid
shall not at any one time exceed the sum of Two hundred
thousand shillings but, within such limit as aforesaid
the Bank shall not during the continuance of this

Agreement be entitled to require, any such advances
to be repaid, the Government nevertheless being at
liberty to repay, all or any part of the same as and
when they may think fit. And the Government
shall pay interest, at the rate of five per cent per
annum on the amount of such advances for the
time being owing by them on the said overdraft
if any.

Interest to be
debited or credited
to current account
half yearly

6. All sums payable by the Government to the Bank
or by the Bank to the Government under any of the
provisions hereinbefore contained shall be debited or
credited (as the case may be) to the current account
half yearly on the thirtieth day of June and the
thirty first day of December, in each year and when
so debited or credited shall be taken into account
in calculating the balance of the Government for
the time being on the current account.

Rules for
keeping the
current
account

7. The Bank shall transact all business connected
with the current account in accordance with such
rules as may be mutually agreed upon between
the Government and the Bank.

Bank to receive
monies on deposit
account and pay
interest thereon

8. The Bank shall receive from the Government
on deposit account, all such sums as the Government
may from time to time pay to it for that purpose
and shall hold all such sums subject to, with-
drawal at call or on such notice (being either
seven days or longer) or on fixed deposit for
such period as may be specified by the Govern-
ment at the time of the payment being made.
The Bank shall allow to the Government on all
sums so placed on deposit account interest at such
rate as shall in each case be agreed upon between
the Government and the Bank but in no case
shall it be less favourable than the highest rate
granted by the Bank to other customers. If the

Government so desire the Bank will allow advances on current account against the security of fixed deposits and up to the amount of the same. In such cases the rate of interest will be one per cent higher than the rate of interest granted on the fixed deposit against which the advances on current account are made.

Interest on deposit account to be credited half yearly

9 All sums to be allowed by the Bank to the Government by way of interest on deposit account under the provisions of the last preceding Clause shall be credited to the said deposit account of the Government half yearly on the thirtieth day of June and the thirty first day of December in each year and shall be taken into account in calculating the balance of the Government on deposit account for the time being and shall carry interest accordingly.

Remittance number 10

10 Whenever the Government desires to avail itself of the services of the Bank for the remittance of funds to or from the Colony and Protectorate the Bank shall undertake and transact the business of such remittance and transfer and shall be remunerated in transacting the same at a rate of payment more favourable for the Government by one eighth per cent of the amount of the moneys remitted or transferred than the terms on which the Bank shall for the time being be transacting similar business for its most favoured customer. Transfers and remittances shall be made at the option of the Government either by the issue of Bank Drafts for the amount or by telegram or letter directing the amount to be placed to the credit of the Government or its nominees at the place to or at which the remittance or transfer is to be made. The Bank will at the request of the Government transfer funds from any office in the Colony and Protectorate to any other office in the Colony and Protectorate free of all

charge, subject to the proviso that if this arrangement entails a movement of notes or coin the Government will grant free transport for the same. All other charges such as insurance, etc, and all risk in connection with the transfer of funds will be borne by the Bank.

Bank to render accounts 11

11 The Bank from time to time and at any time at its own expense shall render to the Government or the Crown Agents all such information accounts and returns relative to the current and deposit accounts and remittance business of the Government and to the rates of interest for the time being charged or allowed by the Bank to its customers in any of the cases hereinbefore mentioned and to any other matter in anywise connected with this Agreement as the Government or the Crown Agents may require and shall verify such information accounts and returns in such manner as the Government or the Crown Agents may reasonably require.

Bank not to assign this Agreement without permission 12

12 The Bank shall not assign or otherwise dispose of this Agreement or any part thereof or any interest therein or sublet any of the services to be rendered to any persons or person or to any other Company without the previous permission of the Government certified in writing under the hand of the Crown Agents or of the Governor of the Colony and Protectorate and such permission may be withheld without any reason being assigned therefor or may be granted upon such terms and subject to such conditions certified as aforesaid as the Government may think fit and no such assignment disposition or sub-letting shall in any way exonerate the Bank from any liability under this Agreement.

Power for
Government to
determine this
Agreement on
liquidation of
the Bank etc

13 If an Order shall be made by a Court of competent jurisdiction or an effective resolution shall be passed for the winding up of the Bank or if the Bank shall at any time commit any breach of this Agreement or shall cease to carry on banking business at Nairobi the Government may by notice in writing to the Bank forthwith determine this Agreement and the same shall accordingly immediately upon the giving of such notice be determined.

Power for
either party
to determine
Agreement
on notice

14 The Government may at any time by giving to the Bank three calendar months' previous notice in writing and the Bank may at any time by giving to the Government six calendar months' previous notice in writing determine this Agreement and neither party shall be bound to assign any reason therefor and upon the expiration of either of such notices this Agreement shall be determined.

Notice

15 Any notice to the Bank under or in connection with this Agreement may be given by leaving the same addressed to the Bank at its principal Office in the Colony and Protectorate or at its Registered Office in England and every such notice shall be deemed to be given at the time when the same shall be so left. Any notice authority or other act of or on the part of the Government under or in connection with this Agreement shall be sufficient and binding on the parties hereto if the same be in writing and signed by the Governor for the time being of the Colony and Protectorate or by one of the Crown Agents.

No personal
liability to Secretary
of State Government
& their or Crown
Agents

16 His Majesty's Secretary of State for the Colonies shall not nor shall any member or officer of the Government or any of the Crown Agents be in

any way personally liable for or in respect of any of the acts or obligations of the Government under this Agreement or be otherwise howsoever subjected to any personal liability under or by virtue of this Agreement.

This Agreement
to be an English
Agreement

17 This Agreement shall be deemed an English Agreement and shall accordingly be construed and carried into effect according to the law for the time being in force in England.

18
Execution of previous
agreement

18 Upon the execution of this agreement the provisions of an agreement dated the seventh day of April One thousand nine hundred and ten between Reginald Laurence Antrobus Esquire, C. B. Maurice Alexander Cameron, C. M. G., late Major in His Majesty's Corps of Royal Engineers and William Hepworth Mercer, Esquire, C. M. G., all of Whitehall Gardens in the City of Westminster, the Crown Agents for the Colonies acting for and on behalf of the Government of the East African Protectorate of the one part and the National Bank of India of the other part shall cease to have effect save as regards any rights or obligations accrued prior to the execution of these presents.

Marginal
notes

19 The marginal notes hereto are for the purpose of convenience only and shall not affect the

interpretation of this Agreement
In witness whereof one of the Crown
Agents has hereunto set his hand and seal
and the Bank have hereunto caused their
Common Seal to be affixed the day and
year before mentioned.

Signed Sealed & delivered
by
one of the Crown Agents in the
presence of

The Common Seal of the
National Bank of India was
hereunto affixed in the presence
of

Directors

General Manager

This Agreement

made this
day of
one
thousand nine hundred and twenty
between The Crown Agents for the
Colonies of 11, Millbank in the City of
Westminster (hereinafter referred to as the
Crown Agents) acting for and on behalf
of the High Commissioner for Transport
for the Colony and Protectorate of Kenya
and the Protectorate of Uganda (hereinafter
referred to as the High Commissioner) of the
one part, and the National Bank of
India Limited, whose registered office is
situated at 26, Bishopsgate, E.C. 2 in the
City of London (hereinafter called the Bank)
of the other part.

Whereby it is agreed as follows-

1. This Agreement shall be deemed to come into
operation and take effect, as on and from
the day of one thousand
nine hundred and twenty and shall
continue in force until it shall be determined
under the provisions hereinafter contained.
2. The Bank shall from time to time and at all
times during the continuance of this agreement
transact all such banking business of the
High Commissioner as the Bank may from time
to time be required by the High Commissioner
to transact and except in any case in which
and to such extent as any charge is hereby
expressly authorized, no charge shall be made
by the Bank for transacting such business
during every period during which the balances
standing to the credit of the current account of

the High Commissioner, at the London Office of the Bank and its branches in the Colony shall amount in the aggregate to the sum of Two hundred thousand shillings - £10,000 - such current accounts being (except where the contract otherwise requires) hereinafter collectively referred to as the current account.

3
Bank to credit the current account with monies paid in and to honour cheques drawn by duly authorised persons

The Bank shall receive and place to the credit of the current account of the High Commissioner at the office where the same shall be paid into the Bank by or for the account of the High Commissioner all monies which shall be legal tender at the place where the same shall be so paid, and such monies if paid into any office of the Bank, in the Colony and Protectorate of Kenya and the Protectorate of Uganda shall be credited to the High Commissioner at the current rate of exchange for the time being. Subject to the provisions of this agreement the Bank shall pay on presentation at par, at any Office of the Bank in the Colony and Protectorate of Kenya and Protectorate of Uganda all cheques drawn on any current account of the High Commissioner by any person or persons duly authorised in writing by the High Commissioner to draw against such account.

4
Interest on balance of current account

During every period during which the balance standing to the credit of the High Commissioner on the current account shall for the time being exceed the sum of shillings 200,000 the Bank shall pay or allow to the High Commissioner interest at the rate of two and a half per cent per annum on the total amount of the balance on current account.

5
Bank to allow advances by way of overdraft limit of current account of monies advanced and interest thereon

The Bank shall from time to time and at any time during the continuance of this agreement advance to the High Commissioner such sums by way of over-draft on the current account of the

High Commissioner at any of the offices of the Bank as the High Commissioner may from time to time demand. Provided that the aggregate of such advances for the time being remaining unpaid shall not at any one time exceed the sum of shillings 200,000 but within such limit as aforesaid the Bank shall not during the continuance of this agreement be entitled to require any such advances to be repaid, the High Commissioner nevertheless being at liberty to repay all or any part of the same as and when he may think fit. And the High Commissioner shall pay interest at the rate of five per cent per annum on the amount of such advances for the time being owing by him, on the said over-draft if any.

6
All sums payable by the High Commissioner to the Bank, or by the Bank to the High Commissioner under any of the provisions hereinbefore contained shall be debited or credited (as the case may be) to the current account half yearly on the thirtieth day of June and the thirty first day of December in each year, and when so debited or credited shall be taken into account in calculating the balance of the High Commissioner for the time being on the current account.

All sums payable by the High Commissioner to the Bank, or by the Bank to the High Commissioner under any of the provisions hereinbefore contained shall be debited or credited (as the case may be) to the current account half yearly on the thirtieth day of June and the thirty first day of December in each year, and when so debited or credited shall be taken into account in calculating the balance of the High Commissioner for the time being on the current account.

7
Interest on overdraft

The Bank shall transact all business connected with the current account in accordance with such rules as may be mutually agreed upon between the High Commissioner and the Bank.

8
Deposit accounts and rate of interest thereon

The Bank shall receive from the High Commissioner on fixed deposit all such sums as the High Commissioner may from time to time pay to it for that purpose. The period of fixed deposits shall be for six months or such longer period as the High

Commissioner, may desire. The Bank shall allow to the High Commissioner on all sums so placed on fixed deposit interest at such rate, as shall in each case be agreed upon between the High Commissioner and the Bank, but in no case shall it be less favourable than the highest rate granted by the Bank to other customers. If the High Commissioner so desire the Bank will, allow advances on current account against the security of fixed deposits, and up to the amount of the same. In such cases the rate of interest will be one per cent higher than the rate of interest granted on the fixed deposit against which the advances on current account are made.

9. Deposit interest and rates for running interest

All sums to be allowed by the Bank to the High Commissioner by way of interest on fixed deposit accounts under the provision of the last preceding clause shall be credited as each fixed deposit matures, either to the current account of the High Commissioner or shall be added to the fixed deposit when it is desired to renew the same for a further period.

10. Transfer of funds

The Bank will at the request of the High Commissioner transfer funds from any office in Kenya to any other office in Kenya and from any office in Uganda to any other office in Uganda free of all charge. The Bank will at the request of the High Commissioner transfer funds from any office in Uganda to any office in Kenya and from any office in Kenya to Uganda free of all charge subject to the proviso that if this arrangement entails the movement of notes or coin the High Commissioner will grant free transport for the same. All other charges such

as insurance etcetera and all risks in connection with the transfer of funds will be borne by the Bank. The Bank will at desired by the High Commissioner make sterling remittances on his behalf, either by the issue of Bank drafts or by letter or telegram. In such cases the rates of charge will, in each case be agreed upon by the High Commissioner and the Bank. The rates shall always be more favourable to the High Commissioner by at least one eighth per cent than the rate granted to the Bank's most favoured customer.

11. Information to be supplied relating to the business of the High Commissioner.

The Bank from time to time, and at any time shall at its own expense shall render to the High Commissioner or the Crown Agents, all such information accounts and returns relative to the current and deposit accounts and remittance business of the High Commissioner, and to the rates of interest for the time being charged or allowed by the Bank to its customers in any of the cases hereinbefore mentioned, and to any other matter, in anywise connected with this agreement as the High Commissioner or the Crown Agents may require, and shall verify such information, accounts and returns in such manner as the High Commissioner, or the Crown Agents may reasonably require.

12. Assignment or disposal of agreement.

The Bank shall not assign, mortgage, sublet or otherwise dispose of this agreement or any part thereof, or any interest therein, or sub let any of the services to be rendered to any persons or person or to any other Company without the previous permission of the High Commissioner certified in writing under the hand of the Crown Agents or of the High Commissioner, and such permission may be withheld without any

Commissioner may desire. The Bank shall allow to the High Commissioner on all sums so placed on fixed deposit interest at such rate as shall in each case be agreed upon between the High Commissioner and the Bank, but in no case shall it be less favourable than the highest rate granted by the Bank to other customers. If the High Commissioner so desire the Bank will allow advances on current account against the security of fixed deposits, and up to the amount of the same. In such cases the rate of interest will be one per cent higher than the rate of interest granted on the fixed deposit against which the advances on current account are made.

9. Deposit interest and rules for accruing interest

All sums to be allowed by the Bank to the High Commissioner by way of interest on fixed deposit accounts under the provision of the last preceding clause shall be credited as each fixed deposit matures, either to the current account of the High Commissioner or shall be added to the fixed deposit when it is desired to renew the same for a further period.

10. Transfer of funds

The Bank will at the request of the High Commissioner transfer funds from any office in Kenya to any other office in Kenya and from any office in Uganda to any other office in Uganda free of all charge. The Bank will at the request of the High Commissioner transfer funds from any office in Uganda to any office in Kenya and from any office in Kenya to Uganda free of all charge subject to the proviso that if this arrangement entails the movement of notes or coin the High Commissioner will grant free transport for the same. All other charges such

as insurance etcetera, and all risks in connection with the transfer of funds will be borne by the Bank. The Bank will if desired by the High Commissioner make sterling remittances on his behalf, either by the issue of Bank drafts or by letter or telegram. In such cases the rates of charge will in each case be agreed upon by the High Commissioner and the Bank. The rates shall always be more favourable to the High Commissioner by at least one eighth per cent than the rate granted to the Bank's most favoured customer.

11. Information to be supplied relating to the business of the High Commissioner

The Bank from time to time, and at any time at its own expense shall render to the High Commissioner or the Crown Agents all such information accounts and returns relative to the current and deposit accounts and remittance business of the High Commissioner, and to the rates of interest for the time being charged or allowed by the Bank to its customers in any of the cases hereinbefore mentioned, and to any other matter in anywise connected with this agreement as the High Commissioner or the Crown Agents may require, and shall verify such information accounts and returns in such manner as the High Commissioner or the Crown Agents may reasonably require.

12. Assignment or disposal of agreement

The Bank shall not assign, mortgage, sublet or otherwise dispose of this agreement, or any part thereof, or any interest therein, or sub-let any of the services to be rendered to any persons or person or to any other Company without the previous permission of the High Commissioner certified in writing under the hand of the Crown Agents or of the High Commissioner, and such permission may be withheld without any

reason being assigned therefor, or may be granted upon such terms, and subject to such conditions certified as aforesaid as the High Commissioner may think fit, and no such assignment, disposition or sub letting shall in any way exonerate the Bank from any liability under this agreement

13
Determination of Agreement

If an order shall be made by a Court of competent jurisdiction or an effective resolution shall be passed for the winding up of the Bank, or if the Bank shall at any time commit any breach of this agreement, or shall cease to carry on banking business at Nairobi, the High Commissioner may by notice in writing to the Bank forthwith determine this agreement and the same shall accordingly, immediately upon the giving of such notice, be determined

14
Notice to Bank in connection with this agreement

The High Commissioner may at any time, by giving to the Bank three calendar months' previous notice in writing and the Bank may at any time, by giving to the High Commissioner six calendar months' previous notice in writing, determine this agreement, and neither party shall be bound to assign any reason therefor; and, upon the expiration of either of such notice this agreement shall be determined.

15
Notice to which notice in connection with this agreement may be left

Any notice to the Bank under or in connection with this agreement may be given by leaving the same addressed to the Bank at its principal office in Nairobi in the Colony, or at its Registered Office in England and every such notice shall be deemed to be given at the time when the same shall be so left. Any notice, authority or other act of, or on the part of, the High Commissioner under or in connection with this agreement shall be sufficient and binding on the

16
Cessation of previous agreement

parties hereto, if the same be in writing and signed by the High Commissioner or by one of the Crown Agents.

Upon the execution of this agreement the provisions of an agreement dated the seventh April, one thousand nine hundred and ten, between Reginald Laurence Antrobus Esquire, C.B. Maurice Alexander Cameron, C.M.G. late major in His Majesty's Corps of Royal Engineers and William Hepworth Mercer Esquire, C.M.G., all of Whitehall Gardens in the City of Westminster, the Crown Agents for the Colonies acting for and on behalf of the Government of the East African Protectorate of the one part, and the National Bank of India of the other part shall so far as it concerns the Administration of the Uganda Railway cease to have effect save as regards any rights or obligations accrued prior to the execution of these presents.

17
No personal liability to Secretary of State, Crown Agents or any Officer of the High Commissioner

His Majesty's Secretary of State for the Colonies, shall not, nor shall the High Commissioner, or any Officer of the High Commissioner, or any of the Crown Agents, be in any way personally liable for, or in respect of, any of the acts or obligations of the High Commissioner under this agreement, or be otherwise howsoever subjected to any personal liability under or by virtue of this agreement.

18.

This agreement shall be deemed an English Agreement, and shall accordingly be construed and carried into effect according to the law for the time being in force in England

19.

The marginal notes hereto are for the

purpose of convenience only and shall not affect
the interpretation of the Agreement.

IN WITNESS whereof, one of the Crown
Agents has hereunto set his hand and seal,
and the Bank have hereunto caused their
common seal to be affixed the day and year
before mentioned.

Signed, sealed, and Delivered
by
one of the Crown Agents in the
presence of

The Common Seal of the
National Bank of India was
hereunto affixed in the presence
of

Directors

General Manager