

1925

E. AFRICA

182

4742  
RE 31 JAN 25

DATE  
29th January 1925.

TRANSPORT ADMINISTRATION  
AGREEMENT WITH NILE BANK OF IND.

Fwd copy of draft Agreement, v. which  
bank have concurred. Copies have been for  
Kenya. Uganda has been informed regarding  
of securities.

MINUTES

There were quite a number of  
will have an opportunity of concerning  
before the agreement is actually signed

? out of 4th  
3.2.25

W.C.S. 3.2.25

*for H.B.*  
*To C.A. mem. file. Phelps*

Subsequent Paper

20/Jan. 10274/25  
25/Jan



C O  
 4742  
 REP  
 RE: 31 JAN 26  
 4, MILLBANK,  
 WESTMINSTER,  
 LONDON, W.C. 1

ALL COMMUNICATIONS  
 TO BE ADDRESSED TO THE  
 CROWN AGENTS FOR THE COLONIES,  
 THE DATE OF THIS LETTER BEING QUOTED  
 IN THE FOLLOWING MANNER: A/30-114

25th January, 1925 33

Sir,

In continuation of our letter of the 31st ultimo in  
 connection with the proposed agreement between the East Africa  
 Administration and the National Bank of India I have  
 enclosed a copy of the draft agreement which  
 has been approved by us and with which the Directors of the  
 Bank have expressed their concurrence.

A similar copy has been forwarded to the Government of  
 Kenya and to the General Manager of the Uganda Railway. The  
 Government of Uganda has also been notified of the arrangement  
 made with regard to the lodgement of securities to the value of  
 £700,000 for the due performance of the agreements with the  
 Governments of Kenya, Uganda and the East African Transport  
 Administration respectively.

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

*W. A. Wickham*

For Crown Agents.

The Under Secretary of State  
 The Colonial Office

AN AGREEMENT made this \_\_\_\_\_ day of  
 One thousand nine hundred and twenty four  
 between the Crown Agents for the Colonies of S  
 \_\_\_\_\_ in the City of London hereinafter  
 called "the Agents" and \_\_\_\_\_ for and  
 on behalf of the \_\_\_\_\_ Administration  
 and \_\_\_\_\_ hereinafter referred to  
 as "the Administration" of the \_\_\_\_\_ and the  
 \_\_\_\_\_ of \_\_\_\_\_  
 which is contained in 26 \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_  
 shall be deemed to be \_\_\_\_\_  
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The Bank shall from \_\_\_\_\_ and \_\_\_\_\_  
 \_\_\_\_\_ during the \_\_\_\_\_  
 \_\_\_\_\_ of all \_\_\_\_\_ of the  
 \_\_\_\_\_ on the Bank any from time to time  
 as required by the Administration to transact any  
 \_\_\_\_\_ 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 Administration 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 accou-

/being



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 Administration nevertheless being at liberty to repay all or any part of the same as and when they think fit. And the Administration shall pay interest at the rate of 5 per cent per annum on the amount of such advances for the time being due on the said over draft.

6.

All sums payable by the Bank or by the Administration under any of the provisions hereof shall be paid or credited for the same day or to the current account half yearly on the 30th day of June and the 31st of December in each year, and when any such sum shall be taken into account in calculating the balance of the current account the Bank shall be bound to deduct interest thereon.

The Bank shall maintain all business accounts and the current account in accordance with the provisions hereof and shall be bound to pay to the Administration from time to time the amount of any such accounts as shall be due to the Administration.

The Administration may from time to time pay to it for that purpose. The period of fixed deposits shall be for six months. The Bank shall allow to the Administration on all sums so placed on fixed deposit interest at such rate as shall in each case be agreed upon between the Administration and the Bank, but in no case shall it be

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less favourable than the highest rate granted by the Bank to other customers. If the Administration 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 above the rate of interest payable on the fixed deposits against which the advances on current account are made.

The Bank will be pleased to open for the Administration a special current account for the purpose of the Bank's operations in Uganda. The Bank will also be pleased to open for the Administration a special current account for the purpose of the Bank's operations in Kenya. The Bank will also be pleased to open for the Administration a special current account for the purpose of the Bank's operations in Tanganyika.

The Bank will be pleased to open for the Administration a special current account for the purpose of the Bank's operations in Uganda. The Bank will also be pleased to open for the Administration a special current account for the purpose of the Bank's operations in Kenya. The Bank will also be pleased to open for the Administration a special current account for the purpose of the Bank's operations in Tanganyika.

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of Bank drafts or by letter or telegram. In such cases the rates of charge will in each case be agreed upon by the Administration and the Bank. The rates shall always be more favourable to the Administration by at least 5 per cent than the rate granted to the Bank's most favoured customer.

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The Bank shall give to the Administration, and to any other person or persons whom the Administration may designate, the right to examine the books and accounts of the Bank and to require the production of the same, and to require the Bank to furnish to the Administration, and to any other person or persons whom the Administration may designate, such information as the Administration may require for the purpose of ascertaining the financial position of the Bank, and to require the Bank to furnish to the Administration, and to any other person or persons whom the Administration may designate, such information as the Administration may require for the purpose of ascertaining the financial position of the Bank, and to require the Bank to furnish to the Administration, and to any other person or persons whom the Administration may designate, such information as the Administration may require for the purpose of ascertaining the financial position of the Bank.

assignment or disposal of agreement.

any of the actions to be rendered to any persons or person or to any other Company without the previous permission of the Administration certified in writing under the hand of the Crown Agents or of the Administration, and so that 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 Administration may

/think

them fit, and no such assignment, disposition or sub-letting shall in any way exonerate the Bank from any liability under this 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 the provisions of this agreement, or if the Bank shall

at any time be unable to pay its debts, or if the Bank shall

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termination of agreement.

reason

to which in connection with this agreement be left.





Upon the execution of the agreement  
the provisions of an agreement dated the 7th April, 1910, between Reginald Lawrence  
Antoniou Esquire, C.B., Laurias Alexander  
Cameron, C.B., late Major in His Majesty's  
Corps of Royal Engineers and William Hopporth  
Lorson Esquire, C.B., of the said  
the said agreement shall be deemed to be  
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Administrative under this : ...  
howsoever subjected to any personal liability unde  
or by virtue of this 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.

The marginal notes hereto are for the purposes  
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 Clerk have  
hereunto signed their common seal to be affixed  
the 11th day of June 1881 as before mentioned.

Witness my hand and seal  
this 11th day of June 1881  
at London

Witness my hand and seal  
this 11th day of June 1881  
at London

Witness my hand and seal  
this 11th day of June 1881  
at London

Duplicate

28th March

P.1/1

Mr. [Name] [Address]  
[Faded text]

The draft agreement submitted under cover of your letter of 14th January, 1950, has been reviewed by the [Name] is of opinion that in accordance with the terms of the draft [Name] Order in Council [Name] at the [Name] of [Name] at the Colonial Office, 4th [Name] the draft [Name] [Name] for [Name] of the [Name] for [Name] of the [Name] of Uganda.

[Name] High Commissioner [Name] substituted for "administration" throughout the agreement.

- It is suggested that Clause 8 should be amended to read ".....The period of fixed deposits shall be for six months or such longer period as the High Commissioner may desire". The limitation of the period of deposit to six months may on occasion be undesirable and minimise the rate of interest which might otherwise be obtainable. It is presumed that the Bank will raise no objection to this but if they should do so, the sentence "The period of deposit shall be for six months" should be deleted.

3. Consequent on either of the foregoing alternative alterations the words at the end of Clause 9 "of six months" should be deleted.

4. Reference paragraph 4 of your letter. It is suggested that the arrangement you have catered for with regard to the lodgment of securities should be the right one.

Yours faithfully,  
C. J. M. [Signature]  
General Manager

Mr. Bottomley,

Colonial Office.

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In confirmation of our telephonic conversation  
 this morning I enclose a copy of a letter we  
 have received from Mr. [Name] dated [Date]  
 in which he refers to the [Subject] and agrees  
 that the [Subject] is of [Nature] and the  
 [Subject] is of [Nature].

Yours faithfully,

[Signature]

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High Commissioner, but I wish,  
and his I am writing the letter  
to be brought up when he can  
make progress.

I regret that I have  
not been able to  
write you more  
often. I have  
been very busy  
with my work  
and have not  
had time to  
write you more  
often. I have  
been very busy  
with my work  
and have not  
had time to  
write you more  
often.

W. C. ROLETT

Mr. Jones