

1925

E. AFRICA

182

DATE

29th January 1925.

4742

RE 31 JAN 25

EAST AFRICAN BANK  
AGREEMENT WITH N.I. BANK OF UGANDA

Fwd copy of draft Agreement, w/ which  
bank have concurred. Copies have been forwarded  
to Kenya. Uganda has been informed regarding inclusion  
of securities.

MINUTES

This meeting quite interesting  
will have an opportunity of examining  
before the agreement is actually signed

? out by JTC

3.2.25

W.C.B. 3.2.25

Subsequent Paper

1925/10274/25  
Muganda

ALL COMMUNICATIONS  
TO BE ADDRESSED TO THE  
CROWN AGENTS FOR THE BRITISH  
COLONIES  
THE DATE OF THIS LETTER BEING QUOTED  
FOLLOWS: REFERENCED  
A/30-114



REF  
RE 31 A 26  
4, MILLBANK,  
WESTMINSTER,  
LONDON, S.W. 1

29th January, 1925. 3

Bif.

In continuation of our letter of the 31st ultimo in  
relation with the proposed agreement between the East Africa  
Colony and the National Bank of India I have  
the honour to enclose a copy of the draft agreement which  
was handed up to us and with which the Directors of the  
expressed their concurrence.

A similar copy has been forwarded to the Government of  
Kenya and to the General Manager of the Uganda Railways. The  
Government of Uganda has also been notified of the arrangement  
made with regard to the lodgement of securities to the value of  
£300,000 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 Chief Agent for the Colonies of S.

and the Bank of England and its Manager

dated the 26th day of January in the year of our Lord One thousand nine hundred and twenty four

and the said Bank of England referred to in the above mentioned instrument

as the "Bank" and the said Agent referred to in the above mentioned instrument

as the "Agent" do hereby agree as follows

The Agent shall have power to draw upon the Bank for the sum of one thousand five

hundred and fifty pounds sterling and shall continue in

possession of it until he is instructed by the  
Administrator-Bankmaster concerning

The Bank shall from time to time and at the

direction of the said Agent transact business

in the name and on behalf of the

Administrator on the Bank may from time to time

be requested by the Administrator to transact any

business 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

balance remaining 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 account

/being

being, except where the context otherwise requires,  
hereinafter collectively referred to as "the  
Bank and Trustee".

The Bank shall receive and place to the credit  
of the current account of the Administration at  
the office where the

to credit the  
current account Mexico

in sum to £100,000.  
and interest.

less by the amount of any sums which  
in the same year or before sets out and which if paid  
from the account before the date of the paper shall be  
subject to the deduction of the current

interest on the balance remaining subject to  
the deduction of the current interest which shall  
be paid from the account of the

Administration on the date of the paper  
or the date on which the Bank receives

the draft of the Administration on  
any account shall be deemed being

the sum of £100,000 the last day  
of the month in which the administration interest

the rate of 2% per cent per annum on the total  
amount of the balance on current account.

5.

The Bank shall from time to time and at any  
time during the continuance of this agreement

advances to the Administration such sums by way of  
over-draft on the current account of the Adminis-  
tration at any of the offices of the Bank as the

Administration 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  
X milliages

bank to allow advances  
way of overdraft  
limit of amount  
various and interest  
creon.

chillings 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 never-  
theless 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 so long as the same may be due on the  
said over draft.

All sums payable by the Bank to the Administration  
under any of the provisions hereof shall be paid  
over to the Comptroller of the Currency on the 30th  
of each month and the first day of December in each  
year, and the amount of interest shall be  
taken into account in calculating the balance of  
the Account in such sum as may be due on the  
numbered account.

The Bank shall transact all business  
connected with the current account in accordance  
with such rules and regulations as may be  
from time to time made by the  
Administration and the  
Bank may from time to time  
make special arrangements for 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 Administra-  
tion and the Bank, but in no case shall it be

/less

less favourable than the highest rate granted by  
the Bank to other customers. If the Adminis-  
tration so desire the Bank will allow advances on  
current account against the security of fixed  
deposits, and up to the amount of the sum. In  
such cases the rate of interest will be one per  
centum less than the rate of interest quoted on  
the fixed deposits, subject to the maximum on  
current credits as aforesaid.

The Bank will be obliged to remit to the  
Administration the amount of the sum advanced by the Bank

on current account, plus interest at the rate of one per centum  
per annum, or such fixed  
rate as may be agreed upon, and on the date of the  
remittance the amount of the credit so advanced to the  
Bank will be debited to the account of the  
Bank in Uganda, and the sum so debited will be the  
amount of the credit so advanced to the  
Bank in Uganda.

The Bank will be entitled to receive of the  
Administration the amount of funds over any office  
in Uganda or in Kenya or in any office in  
Uganda to any other office in Uganda or in  
Kenya or in Nairobi to any office in Kenya or in  
any office in Uganda or in Kenya free of all charge  
subject to the proviso that if this arrangement  
entails the movement of notes or coin the  
Administration will grant free transport for the  
same. All other charges such as insurance etc.  
and risks in connection with the transfer of  
funds will be borne by the Bank. The Bank will  
be desired by the Administration make sterling  
remittances on their behalf, either by the issue

/of

of Bank drafts or by lottery or telegram. In such cases the rates of charge will in each case be agreed upon by the Administration and the Bank. The rate 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.

The Bank shall have the right at any time at its own expense and under the Administration to make any Agent or Agents it may desire available to the Agent and his business. All expenses and charges in respect of the Agent and his business shall be borne by the Agent.

The Agent shall be entitled to receive from the Bank a sum equivalent to the amount of the Agent's capital and to receive interest thereon at a rate to be agreed between them.

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Assignment or disposal of agreement. Notwithstanding anything contained in this Agreement, no party thereto, or any interest therein, may assign any of the conditions to be rendered to any persons or person or to any other Company without the previous permission of the Administration certified as 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 fit.

think fit, and no such assignment, disposition or  
sub-letting shall in any way exonerate the Bank  
from any liability under this agreement.

termination of  
ement.

If the Bank 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 any provision of this Agreement, the Bank  
will be liable to the other party to  
any action or proceeding which may be  
brought against it in respect of such  
breach or non-compliance.

The Bank will be entitled to receive  
from the other party, compensation for all  
losses and expenses suffered by it in  
connection with any action or proceeding  
brought against it in respect of any  
breach or non-compliance.

The Bank will be entitled to receive  
from the other party, compensation for all  
losses and expenses suffered by it in  
connection with any action or proceeding  
brought against it in respect of any  
breach or non-compliance.

The notice to the Bank given or  
intended to be given by  
the other party in connection  
with this agreement  
shall be left.

any notice to the Bank given or  
intended to be given by  
the other party in connection  
with this agreement  
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  
Administration 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 Administration or by one of the  
Crown Agents.

Upon the execution of the agreement  
the provisions of an agreement dated the  
7th April, 1910, between Reginald Lawrence  
Antrobus Esquire, C.B., Maurice Alexander  
Cameron, C.M.G., late major in His Majesty's  
Ordnance Corps, and William Hepworth  
Davison, Esq., M.A., of the Royal Geographical Society,  
and the Royal Geographical Society, London,  
by which the said Mr. Lawrence and Mr. Hepworth  
undertook to explore the interior of the  
territory of the Central African Republic, and  
to administer it for the benefit of the  
native population, shall have effect from the date  
of the execution of this Agreement, and  
shall remain in force until such time as  
the negotiations for the admission of  
these presents.

The Legislature or Assembly of State or the  
Colonies shall have power to make provision for the relief  
of the inhabitants of any of the States against  
any way personally injurious or in the event  
of any of the states or colonies in the event of its  
dissolution by the authority of the  
successor: succeeded to any territory  
or by virtue of this instrument.

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

90

Upon the execution of this agreement  
the provisions of an agreement dated the  
20th April 1930, between Agustin de Leon  
Antrolus Saquido, C.B.I., Major Alexander  
Cameron, C.M.G., late major in His Majesty's  
Army, ex. 1st Battalion Royal Warwickshire Regiment

Major General Sir William Hepworth  
Lloyd, K.C.B., K.C.V.O., of the Royal Engineers

and the undersigned shall remain in force.

It is agreed that the undersigned shall be entitled to receive

the sum of £100 per month for his services

as a personal retainer, and that he shall be

entitled to receive the same for the period

of one year from the date of this agreement

or until the death of the undersigned, whichever

is the earlier event, provided that he shall

not be entitled to receive any payment during

any period in which he is absent from the United

Kingdom without the written consent of the

undersigned, unless this is otherwise

however subjected to any personal liability under

or by virtue of this agreement.

10. This agreement shall be deemed an English

Agreement, and shall accordingly be construed and

enforced into effect according to the law for the

time being in force in England.

11. 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 Green Agents has  
now come out his hand and seal, and the Link have  
now come down their names and to be arrested  
as per above before mentioned.

Bastions

Duplicate

23rd March.

P.1/1

PROVISIONAL AGREEMENTS FOR

LAW & ETH.

DISCUSSION

The draft Agreement submitted under cover of P.M.T. 1022  
dated 12th January, 1939, has been revised by the  
~~High Commissioner for Transkei~~ and it is of opinion that, in accordance  
with the terms of the Interim Order-in-Council dated 18  
January 1937, as reproduced in the Colonial Office Circular  
of 20th January, the draft is now ready for signature.  
~~High Commissioner for Transkei~~ and the ~~High Commissioner for Uganda~~  
and it is the present intention of the one

and the other to sign the same at the ~~High Commissioner's~~  
and to be substituted for "Administration" throughout the  
agreement.

2. 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  
occasions 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 outlined be referred to the Management as "sufficient" should the Committee accept the

above suggestion.

C. L. T. V. M.  
General Secretary

Mr. Bottomley,

Colonial Office.

In confirmation of our telephone conversation

I enclose a copy of a letter we

have addressed to Mr. Sir Vivian Lander, Esq.,

in which we announced our intent and agreement

to submit the matter to arbitration and the

same has been done.

We have now agreed upon a date

to await your

order

afforded

Yours etc.

CFS

~~Local 33333333~~

P.D.

hey

albion

W.M.

idle

John Smith

by Gore

11

DART ~~Brumley~~

SER

~~Brumley~~

# 24 to about the bottom

PS - ?

more or less

the same

giving legal existence to the

High Com. on my part I suggest  
and he does not act by the letter  
to be brought up when he can  
make his progress.

I suggest this (for example)

Mr. H. H. S.