

2008/45.4

Dated *25th Oct* 1897.

NATIONAL BANK OF INDIA
LIMITED,
AND

Arthur Edward Gardner

Articles of Agreement

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Articles of Agreement

made and entered into this *twenty fifth*
day of *October* 18*97* BETWEEN *Arthur Edward Gardner*

of *127 Grosvenor Road, Highbury*
New Park, Canonbury, London, W of the one part,

and the NATIONAL BANK OF INDIA, LIMITED, *47 The Quadrant, London* of
the other part; WHEREAS, the said *Arthur Edward Gardner*

hath on the *twelfth day of October*
18*97* been appointed by the Board of Directors of the said

Bank to the situation of *Assistant Accountant*
of the said Bank, at *Colombo*

at a salary or remuneration after the rate of *Rupees Four hundred per*
month

such office or employment to be
determined at any period of the year by *six* months' previous notice

being given at any time by the said Bank, or by the same notice to be given by the
said *Arthur Edward Gardner*

at any time after three years from the date of his arrival at *Colombo*
and the commencement of his service there under this agreement, and the expense

of his passage out is intended to be defrayed by the said Bank. Now the said
Arthur Edward Gardner

in consideration of the said appointment and salary, doth hereby for himself, his
Executors and Administrators, promise and agree to and with the said Bank,
that he the said *Arthur Edward Gardner*

shall and will, so long as he shall remain in
his said situation, or in any other situation under the said Bank to which he

may succeed or be appointed by the said Directors, or of which he may, for the
time being, be performing the duties, duly and faithfully fulfil and obey all and

every the rules, orders, regulations, and directions which may, from time to
time, be made, passed, or issued by the said Directors, respecting the duties of his

said situation, or of any other such situation as aforesaid, and truly and punctually
make all and every the returns required from him by the regulations or practice of

the said Bank, or by the Directors, or by the Companies Acts, 1862 and 1867, and
duly, fully, and faithfully perform and fulfil all and every the duties of his said

situation, or of any other such situation as aforesaid, and duly and fully execute and
carry into effect all powers which may, from time to time, be delegated to him by

the said Directors, and particularly shall and will duly and faithfully account to the
said Directors, or to any officer for that purpose appointed by them, for all moneys

which shall be entrusted to him, or which may come to his hands, custody, or
possession, for or on account of the said Bank, or the said Directors, and for the

application thereof respectively, and make out and render all necessary and proper
accounts and statements respecting the same; and also, from time to time, do and

perform all such matters and things as may be required of him by the said Directors, touching or concerning the affairs and business of the said Bank; and also shall and will, whenever called upon so to do by the said Directors, forthwith deliver up to the said Directors, or to their officer appointed for that purpose, all houses, lands, tenements, and hereditaments, books, papers and writings, notes, bills, goods, chattels, and other indicia of banking, or merchandise, which may be in his possession, custody, or power, belonging to the said Bank, or relating to its business or affairs; and further, that he the said Arthur Edward Gardner

shall and will, whenever called upon by the said Directors so to do, forthwith remove to and take charge of, or otherwise act, at the Head Office, or at any other Branch Bank, or Agency of the said Bank, and in such capacity as the said Directors may appoint, having the expense of travelling from one place to the other allowed him in addition to his salary; and shall and will, from time to time, and at all times, attend to and obey the orders and directions of the chief Manager, Inspector, or other superior officer of the said Bank, in all matters and things relating to the business and affairs of the said Bank, when not repugnant to the positive orders of the said Directors, as fully and effectually as if the same were given and issued by the said Directors; and also shall and will accept six months' notice for the determination of any such his situation, or appointment as aforesaid, to take effect at any period of the year, without any reference whatever to the period at which his situation or appointment may have commenced, and also that in case he shall voluntarily quit the service of the said Bank (except on account of illness under medical certificate) at any time within three years after his arrival at Colombo aforesaid or if he shall so quit at any time after the expiration of such three years without having previously given to the said Directors six calendar months' notice of his intention so to do, then and in either of the said cases he the said Arthur Edward Gardner

will on demand repay to the said Bank the amount of moneys expended by the said Bank for his passage from England to Colombo aforesaid, together with the further sum of four hundred pounds, as and for liquidated and agreed compensation and damages for his breach of this agreement by so quitting such service, and not by way of penalty, and that the last mentioned sums shall be paid in addition to any damages to be sustained by the said Bank by any other breach of this agreement.

As Witness the hand of the said Parties:

WITNESS

Wm Hogg

47 Threadneedle St. E.

The London Bank was approved
with presence of

Henry Kersey

Directors

A Gardner