

9. The purchasing bank shall manage, realise, and adjust the accounts mentioned in the "B" and "C" lists respectively under the supervision of the selling bank, to whom monthly returns shall be furnished by the purchasing bank, and no increase of indebtedness shall be allowed in respect of any such accounts, except by mutual agreement between the selling bank and the purchasing bank; but if any such indebtedness is increased by mutual consent the selling bank, if required, shall provide a further guarantee to secure such increased indebtedness; and, if the purchasing bank shall allow any increase which may not be so mutually agreed upon, such increase of indebtedness shall be at the sole risk of the purchasing bank.

10. The purchasing bank shall be entitled to apply any surplus arising from any of the said marginal sums in the "B" list in aid of any deficiency which may arise in any other accounts in such list until the whole of such accounts in such list shall have been taken over, liquidated, or adjusted. There shall be no liability on the part of the selling bank to the purchasing bank beyond the said marginal sums in respect of the said accounts or any of them.

11. If the selling bank shall consider that any steps or proceedings are necessary for the protection of the said accounts or any of them in the said "B" and "C" lists respectively, the purchasing bank shall, on receiving written instructions from the selling bank, take such steps and proceedings, but at the risk and expense of the selling bank.

12. If the purchasing bank shall represent to the selling bank that any account or accounts in the "B" list is or are in its opinion becoming bad, or in the event of a customer failing to pay interest on any such account, the purchasing bank may require that such account or accounts shall be closed and realised after one month's notice to the selling bank, but the selling bank shall have the option of withdrawing such account from the assets hereby sold on paying to the purchasing bank the amount then due thereon, and thereupon the amount standing opposite such account in the right-hand column shall be paid to the selling bank, and in the event of the selling bank declining to exercise such option within such month, then the purchasing bank may deal with the same in such manner as it thinks fit.

13. If at any time on the rendering of the monthly accounts or returns aforesaid it shall be found that the total amounts standing in the right-hand column of the "B" list shall exceed the total amount of debts to which they stand opposite in such list, then, and so often as the same shall occur, such excess of the total amount in such right-hand column shall be paid to the selling bank.

14. On the expiration of six months from the date of the transfer of the said business, and on the expiration of every six months thereafter, a statement shall be prepared by the purchasing bank and furnished to the selling bank of such accounts in the "B" and "C" lists as may have been taken over by the purchasing bank, liquidated, or adjusted, as also a statement of the position of the amounts in the said right-hand column of the "B" list.

15. An equitable adjustment shall be made of the interest due and to be allowed to the selling bank on any amount standing in the said right-hand column of the said "B" list which may ultimately be found to be in excess of the amount necessary for securing the debts mentioned in the said "B" list, and the rate of such interest shall be based on the current rates of interest for fixed deposits for twelve months paid by the purchasing bank.

16. After the expiration of two years from the 31st day of August last the selling bank may require the purchasing bank to pay over to the selling bank the whole of the amounts in the right-hand column of the said "B" list, and surrender all securities held in respect of the debts or accounts mentioned in such list, on payment of the total amount of the balance then owing on such debts or accounts; but the parties hereto may arrange from time to time to continue the liquidation of any of the accounts mentioned in the said "B" list for a further term. In the absence of any such arrangement the purchasing bank may proceed to liquidate all or any of the accounts mentioned in the said "B" list.

17. The purchasing bank shall not, so long as it retains any part of the said marginal sums as security as aforesaid, realise or discharge (except on payment) any security held by the purchasing bank for or in respect of such accounts, nor realise or compound for such accounts, without the consent of the selling bank.

18. With respect to the accounts appearing in the said "C" list, the selling bank shall indemnify and protect the purchasing bank against any loss or deficiency on the realisation of such accounts respectively, provided that the purchasing bank shall, immediately on this contract taking effect, write off the amounts standing in the right-hand column of the "C" list, and credit the respective accounts in such list with the amounts so written off. The purchasing bank shall have the option, within three months from the date of this contract taking effect, to take over all or any of the said accounts in the said "C" list, and in the event of the purchasing bank deciding to take over any such account the selling bank shall stand released from its agreement to indemnify and protect as aforesaid. The selling bank may at any time require the purchasing bank to elect whether such bank will take over all or any of the accounts in the "C" list or reject the same, and in the event of the purchasing bank refusing to take over all or any of such accounts the selling bank shall be entitled to take over the accounts so rejected, with all securities in respect thereof, on payment of the amount owing on such accounts or account respectively, or require the purchasing bank to realise or liquidate the account or accounts which the purchasing bank refuses to take over, and any deficiency arising on such liquidation shall be made good by the selling bank.

19. The assets agreed to be sold as aforesaid shall be subject to all tenancies, liens, and equities subsisting or affecting the same, or any part thereof.

20. The purchasing bank shall pay, satisfy, and discharge all deposits, bank-notes, credit balances, bills, drafts, letters of credit, and circular notes for or in respect of which the selling bank shall be liable, and which are disclosed in the selling bank's books at the time appointed for the transfer of the business of the selling bank, and shall also pay and satisfy all liabilities and obligations of the selling bank incurred or undertaken in carrying on its ordinary business, and