EPITOME OF STATUTES
OF
THE ANGLO-PRUSSIAN BANK.

CHAPTER I.

1. Name: "ANGLO-PRUSSIAN JOINT STOCK BANK."

2. Object: all kinds of Banking business, according to the British system, provided that Prussian law be not violated. Seat: Berlin, with chief branch in London.

3. Board may establish branches anywhere.

4. Duration: fifty years from Royal authorisation, with power of indefinite continuance at the expiration of that period.

CHAPTER II.

5. - § 1. Capital, £500,000, divided into 25,000 Shares of £20 each.

§ 2. 3. After original Shares are fully paid up, Board may issue 25,000 further £20 Shares, subject to sanction of Government.

§ 6. Still further issues, always in £20 Shares, may be made by General Meetings, subject to sanction by Government.

§ 7. Board or General Meetings, as case may be, may direct new Capital to be issued at a premium, such premium to be set apart and applied in equalising Dividends at discretion of Board.

§ 4, 5, 8 & 9. Founders to be entitled to allotment of one-third, and holders of Original Shares to that of two-thirds, of second and each subsequent issue, at par or the appointed premium, as the case may be, on applying in manner prescribed by Board.

6. No Call to exceed £2. £1 per Share to be called immediately after Royal authorisation.
7. Shares, when fully paid up, to be nominal or to Bearer at choice of proprietor, who may also, with permission of Board, change from one form to the other. Coupons for Five Years' Dividends, and a Token entitling to further Coupons, to be issued with each Share.

8. Interim receipts to be given for Calls paid to the Subscriber nominative till payment of 40 per cent., after which Board may permit transfers to bearer, reserving, or not reserving, the liability of the original Subscriber for the residue of the amount, but so that the latter shall in every case remain liable for a year to the extent of the Company's obligations.

9. Share register to be kept, and persons entered on it to be alone considered rightful Shareholders. In case of Shares to named persons, transfers of residence, and marriage of female Shareholders, and in case of Shares to bearer, the acquisition of them, with their numbers, to be communicated to the Company, on pain of suspension of right to vote and receive Dividends.

10. Twenty per cent. penalty for failure in due payment of Calls. Mode of proceeding to forfeiture for non-payment of Call and penalty. Forfeited payments to be added to Reserve Fund.

11. Only one owner of each Share to be recognised. Shareholders liable only for the amounts of their Shares.

12. Dividends unclaimed for four years to be forfeited.

CHAPTER III

13. Board consists of twelve Directors, divided into a Prussian and an English Committee, each with not less than five members, of whom three to form a quorum, and invested, for the country to which it belongs, with all the rights and duties of the Board, except such as are by these statutes expressly reserved for the united Committees. Every Director to have the right of attending and voting at the Meetings of both Committees, though regularly a member of one. Office of President honorary, but compatible with Directorship. Manager, Branch Managers, and General Secretary not to be Directors.

14. Board disposes and decides on all occasions not reserved for General Meetings.

15. Documents to be signed on behalf of Board by two Directors. Seal to be in duplicate, one kept by each Committee.

16—17. First Directors to be named by the Statutes, and afterwards by General Meetings.

18. Every Director to deposit one hundred Shares with the Bank, as security.

19. Board may give credit as it thinks fit, but no Director to vote on giving credit to himself, his partner, father, brother, son, or son-in-law; and no credit to be given to any Director without express approval of two-thirds of whole Board.

20. Four Directors to retire every year, in rotation, but to be re-eligible.

21. For the first three years Directors to have £200 a year each, besides 5 per cent. on the net profits, to be divided by the Board among its members, but so that in no year shall the whole from both sources average more than £500 for each Director. After the first three years a General Meeting may alter the Directors' remuneration.

22. The Chairman of the United Committee is chosen by the Directors. The Chairman of either Committee may summon a meeting of the United Committee, either at Berlin or London, or at some place to be determined by the Chairmen of the two Committees: but this is not to be done oftener than once in six months, unless on urgent occasion, the existence of which may be decided by a vote of either Committee. Absent Directors may vote by writing at meetings of the United Committees.

Are reserved for the United Committee:—

(a) Time and amount of calls;
(b) Reports to General Meetings and Recommendations of Dividends;
(c) Administration of Reserve Fund;
(d) Establishment or suppression of Branches;
(e) Loans to States, Towns, and Companies for the execution of Public Works.

23. The Manager is subject to the Board and must hold and deposit 200 shares as security.

24—25. Further provisions concerning the Manager: his signature shall not bind the Company unless countersigned by a Director, or some other officer appointed by the Board for that purpose.

CHAPTER IV

26. Accounts to be kept at Berlin in Prussian, and in London in English money. Yearly balance to be struck at Berlin in Prussian money.

27. Preliminary expenses to be charged on the Company's profits for each term, not exceeding five years, as the Board may think fit.

28. Shareholders not to be entitled to inspection or discovery of books.
CHAPTER V.

29-30. Details concerning General Meetings. Among other things, they are all to be held at Berlin; the ordinary ones in April or May of each year. Females are not to be personally present. The voting in elections is to be secret. Holders of fewer than five shares are not to have votes; and no one is to have more than fifty votes; and a majority of three-fourths of the votes of the meeting, or representing more than half the Capital of the Company is required for:

(1). Continuance of the Company beyond fifty years.
(2). Alterations of the Statutes.
(3). Raising the Capital beyond £1,000,000.
(4). Amalgamation with other Companies.
(5). Dissolution of the Company within the fifty years.

CHAPTER VI.

31-32. Attestation and Publication of the Names of the Directors and their Chairmen.

CHAPTER VII.

33. Accounts to be made up to 31st December in every year, and audited. Inventory and Balance-sheet to be published in the Company's newspapers, after approval by General Meeting.

34. Ten per cent. of Profits to be set aside as a Reserved Fund, for meeting extraordinary expenses and losses at discretion of Board, until the Reserved Fund equals paid-up Capital, during which period also no yearly Dividend shall exceed ten per cent.

CHAPTER VIII.

35-36. Dissolution within the fifty years by resolution of a General Meeting, at which every Shareholder shall have one vote for each Share.

CHAPTER IX.

37. The Government exercises a right of survey over the Company, through Commissaries, who, however, are not to inspect any books or documents, except when some public interest, in which the Bank is concerned, or a violation of the law, or of the statutes of the Bank, is in question.
The acts relating to companies have been materially altered since my last communication.

The final article (6a) of the statutes, henceforth delivered, can be omitted, it is as you correctly mention, superfluous, but the adoption of the Russian coat of Arms and the title, "Royal", is prohibited by §105—Russian code 14 April 1851 and Royal decree of 16 October 1831.

Of the same tenor, is the code of the north German Confederation of May 1870 §350 no 7 & 8, which will come into force in 1871.

Your private letter in English shall be regarded, according to your wishes, as strictly confidential.
Art. 60


Sollte die Einziehung nie anders als mit der größten Bewunderung und Schätzung ausgeführt werden, in die Bücher, Rechnungen und sonstigen Schriftstücke aller Art nie eindringen, worunter ein öffentliches Interesse (etwa, welchem die Bank beteiligt ist) oder eine Verletzung der Gesetze oder Statuten in Frage steht.

Was eine Durchsicht oder Einziehung der Privatrechnungen oder Geschäfte der Kunde der Bank betrifft, so wird dies frühestens nach bekanntnahme der Königlichen Regierung nicht gestattet und liegt nicht in der Pflicht, den Rechten oder den Anweisungen des nach diesem Artikel zu ernannten Königlichen Kommissars.
Jedoch wird diese Einführung nie mehr mit und der großen
von Geist und Moral der Einführung aufgehen. Für die genannte
sonst nur eingeführte Anregung und geistige Bewegung,
werden die Bürger, Anregungen und geistiges Bewusstsein
offenbar voll mit gegrabelt werden, aber man in offener
die Beschaffenheit (wenn es sich um den Gag betrifft) in
oder eine Anregung der Gefahr oder Macht in
er lange Zeit.
Mit einer Vorsicht oder genauer der Freiheit der Stadt betrifft
nun oder Gefahr der Bürger die Besonderheit der Stadt betrifft.
Die sonst eingeführte Anregung und geistige Bewegung,
Für die Anregung, die Mehrheit oder der Ablauf nicht zugelassen;
Der auf die Gefahr der Stadt betrifft und dann den Königlichen
Kommisgur.
continuation of art. (3) now art 80.
Très humain et cher colonel,

Je ne suis pas en état de dire...

...mais même experiencing the same... C'est de dire en ce cas que... Veuillez me... Colonel, me faire l'amitié de vous... Vous êtes toujours d'amis... Vous pourriez seulement en cas...

Je m'en rapporte pour l'... pas une... Brice que j'ai... Enfin, j'ai... et je n'étais pas préparé dans... une grande embarras, il peut être...
Chère Madame, chère Maman,

Nous avons avec la grande lenteur
Je me tais pour le moment
de cette pénible affaire et donc
préféré parler quelque mois d'ici.

Je Vous demandais finalement
ablation, jamais nous n'aurions
pas Vous ayez eu jusqu'à tout le
lente pour notre Famille. En

Je pense que Vous en me grandez
par Monique, chez Colonel et que
Vous me veux pas fache à cause
de cette affaire qui j'ai osé d'abord
Faire à Vous Monsieur le Colonel, M.

Chercheval,

Votre Très Vénérable,

A. Hébrard.
Chadwick's June 6, 1870

Chadwick's, London, E.C. 8

65 Moorgate Street,
(First Door from Lothbury)

London, June 6th, 1870.

A. P. Bank

D. Sir,

We are still without

the names of the proposed

Prussian Directors, though we

have almost concluded our

negotiations for the completion of

the English list.

M. Lippmann has

sent us a list of names

in various cities of Germany.

but these appear to us inconsiderable.

The names of Bankers who

will receive subscriptions for

the Capital, our list will be

highly respectable and the best

attainable. Valuable time is

being away fruitlessly. I am

here heard that there is an

other German Bank being

in course of formation.

It is your trust

interest, therefore, to obtain

the list of Prussian Directors

to match those contained in

our Mr. Chadwick's letters of
July 19th

We and Mr.

early arrived.

which is explained.

I trust.

Chamber is all I can do.

You can order one copy to

Amsterdam.

Sagacity at length.

promises

in which I am afraid.

in an important subject.

10th June.

19th

Rutland Street.

Treasury.
June 3rd 1910

15 Rue de Boni

My dear [Name],

What has become of you? What on earth are you about that you don't write? Neither letter nor card.

15 Rue de Boni

I know decently you were going to be away so long. Till you plainly I will you, as a shabby fellow not to drop a fellow a line even once again.

If you do not answer this, I'll be hanged if I'll write you till I have any more. If you are enjoying yourself and is no reason why you should abandon your friends.

Flamberg to Coventry. I'll see them with one holiday. Wish you did also. Goodbye

Yours
[Signature]
Berlin
June 11th, 1870

That Clause 6 of the 4th of agreement of April 21st be altered to read as follows. All the rest of said agreement being confirmed. The time in clause 8 extended for a further space of twenty days.

New Clause in lieu of Clause 647.

(b) That out of the premium on profit on sale of shares there shall be paid as a first charge the following sums viz.:

- To Col. the O'Gorman Mahon £10,000
- To Chadwick & Co., London £3,500
- To Col. the O'Gorman Mahon for £2. £6. 6. 0.

Total £14,000

And as the second charge on such premium or profit the following:

- To Messrs. Jacques & Co. of Berlin £1. 6. 6.
- To Kipermann & Rosenthal of Amsterdam £5. 0. 0
- To Chadwick's & Co. Agent in England £5. 0. 0

Total £14,000

(1) That if the said premium or profit should not amount to the said sum of £14,000 the amount of same shall be divided pro rata amongst the last four items only of the said £14,000.

In consideration of the O'Gorman Mahon
Berlin.

June 11th, 1790.

That clauses 6th of April 21st, 1790, all the rest of said agreement being confirmed at the time in clause 8. extended for a further space of twenty days.

Ren clauses in lieu of clauses 6th 7th.

(6) That out of the premium on profit on sale of shares there shall be paid as a first charge the following sum viz:

Col. The 6 Gorman share £1,000
To Chadwick J.C. £1,500
To Col. The 6 Gorman share for expenses £2,500. (already incurred) £14,000

And as the second charge on such premium or profits the following
To Messrs Jacques 6th of Berlin and Mess.
Messrs. Lippmann & Rosenthal
of Amsterdam
for advances £ 5,000
" to Chadwick & Co. & Agents
in England. Brokers £5,000
£ 10,000
£ 214,000

(9) That if the said prices & profits
each should not amount to the
said sum of £214,000 the
amount of same shall be divided
pro rata amongst the last four
items only of the said £214,000
Copy
Supplemental Agreement of April 24, 1870
June 11, 1870
AMSTEL-HOTEL.

Amsterdam, June 13, 1870

Wednesday, 4 PM

My dear Collier,

I have seen your letter and I am happy to hear that the hon. Senator has repeated his request. The opinion of the committee is that another horse is needed. I have arranged to send another horse to the Honorable. The horse will be at hand. I will write to him tomorrow. I will send him a telegram as well. If the horse doesn't arrive tomorrow, I will send you another. I am very sorry to hear that you are unwell.

Yours sincerely,

David Chadwick

Col. S. N. Chadwick
chose qu'autrefois, au lieu de retourner en quelques jours vous retrouverez après mois et mois. Mais j'espère pour sûr que la prochaine dépose nous annoncera votre arrivée, et je ne manquerais pas de venir vous chercher à la gare, mais toute seule pas avec les autres que pourraient olor sur place. Je vous embrasse cher Colonel et je vous donne toujours votre petite mélodie.

Marie.

Veuillez dites de Maman à M. Dévah

Aussi de Jocke à Tichi, est bien

Charles et les autres, dites leur mille choses de notre part.

Berlin 16 juin 1870.

Cher Colonel.

Espérant vous revoir ce soir pour deux semaines obliger de vous envoyer ces lettres. Maître qui n'est pas du tout gai.

Il y a trois lettres bien d'autres n'est arrivé, ni informations ni missives.

Ouvrez et lisez donc il est bien triste de recevoir

Maman à l'ordinaire il est bien triste de voir sans
The letter appears to be written in English, but the handwriting is difficult to read. It seems to contain a personal message, possibly about a relationship or a personal event. Due to the quality of the image, a precise transcription is not possible.
No. 18, grosse Friedrich Strauss.
No. 19, vendredi 17 juin.
1870.

Mon cher Colonel.

Cet après-midi nous avons reçu votre dépêche d'aujourd'hui et je me hâte de vous aviser que nous avons expédié hier toutes les lettres qui étaient arrivées pour vous, d'autre chose il n'y avait pas, nous avons envoyé sous l'adresse incomplète Mr. Lipsmann, Bankers à Amsterdam.

Je vais bientôt vous dire, que Agathe, après qu'elle a été déjà malade quelques jours, a été de nouveau très malade, et ce matin elle se porte très mal, le Docteur qui a été ici me dit qu'il est le meilleur, il va pouvoir partir bientôt si tout est possible. Elle souhaitait bien partir mercredi au plus tard (2 ou 3) j'ai l'espère. Il a fait que notre absence ne tardera pas de même.

Malgré notre absence, nous avons reçu des lettres et des nouvelles qui nous ont fait des affaires avec vous, alors nous ne pouvons pas rester aussi longtemps qu'ordinièrement. Il y a pas de nouveaux et il y a quelque chose arrivera nous envoyer sur le champ.

Vos choses d'Agathe et Maman et de votre affectueuse petite

Maria de Carovsvich.

Avant qu'elle est morte.
My dear Colonel,

Since I left you at Berlin on Sunday last this business has occupied a large portion of my time, but I am sorry to say with most unsatisfactory results.

Messes Sipmann and Rosenhall take the same view of the question as Mr. Jacques, and they decline to take any responsibility in connection with your £10,000 or any portion thereof as the reduced price of the Concession.

I have had an opportunity of speaking to the gentlemen proposing as Bidders there and they have equally strong objections.

I have to day had a long interview with Messes Raphael; they ask the significant question. What is the amount to be paid for? They say, anybody can get a Concession with a little trouble, for there is not a single point in the Statutes that would not be granted to any
The text is not legible due to the handwriting.
Any interview with Messrs Raphael and afterwards with the Right Hon'ble Mr. Macclesfield, previously with Mr. Wedderburn-Bowles, confirmed me in the opinion that one had acted very unwisely in refusing the modification proposed by Mr. Taques. The present arrangement expires on the 31st of—

Yours truly,

[Signature]

Colonel
The German Mason,
191. Grosse Friedrich Strasse,
Berlin.
and applying, if the Royal authority
had given power to issue notes as was
originally proposed, and as you expected
the concession would be most valuable.
Messrs. Raphael decline to have
any connection with the business on the
condition of paying them £1000 for the
Concession. I told them that my firm
had reduced their charge to £2500 being
only 1/4th percent on the proposed Capital
of One Million, and that they would
relinquish every other claim even for
expenses if the thing could now be
carried out.
Messrs. Raphael again repeated
that they would not be parties to the
payment of any sum for the concession
as there was no value in it. They also
stated that business in Russia was
generally done at 1/8th percent and even
Messrs. that in no country in the world
was there less trade, and that it would
never pay for a Bank to do Commercial
business between Russia and England
unless the Government made use of
the proposed Bank for other purposes.
they had no good opinion as to the
profitable nature of the business to
be transacted.
Berlin 20 Juin 1840
191 Große Friedrichstr.

Cher Colonel,

Nous sommes fort étonnés d'entendre par votre lettre d'aujourd'hui que nous n'avons pas encore reçu une de vos lettres et cependant nous avons reçu votre télégramme du 11 août. Les nouvelles ne nous indiquaient pas l'envoi de votre lettre. J'ai bien compris que vous m'avez envoyé votre télégramme de vous, de Stobay, nous vous indiquant d'envoyer une lettre. Vous nous avez envoyé une lettre de Stobay, de Stobay, nous vous indiquant d'envoyer une lettre. Le télégramme de vous nous indiquait d'envoyer une lettre et de nous donner des nouvelles. Vous nous avez envoyé une lettre de Stobay, de Stobay, nous vous indiquant d'envoyer une lettre. Le télégramme de vous nous indiquait d'envoyer une lettre et de nous donner des nouvelles. Vous nous avez envoyé une lettre de Stobay, de Stobay, nous vous indiquant d'envoyer une lettre. Le télégramme de vous nous indiquait d'envoyer une lettre et de nous donner des nouvelles.
Notre adresse, lettres est à l'hôtel.

Hier soir, nous avons reçu trois lettres pour vous avec l'adresse de Mrs. E. B. Stanwix.

Elles nous ont envoyé d'abord un mot, et nous avons pu lire deux lettres jointes.

Bonsoir, cher Colman.

Je suis content de vous savoir en bonne santé.

Je suis également heureux de vous savoir en bonne santé.

Je vous envoie mes meilleurs vœux.

Je vous envoie mes profonds salutations.

Enfin, je vous envoie mes plus respectueuses salutations.
My dear Colon -

Wednesday Morning

From Paris, when I arrived seventeen days ago - I shall not find my brother living. He died in the 22nd at 10 o'clock this morning.

I have your letter of the 16th.

For Aunt Annie writing for me. I immediately went to see Madame, who went to see your wife.

Madame is saddened to hear I about what you say treating your condition - you have worked to both of us. We are to the prolongation of time. She is very uneasy - I certainly am unable to relieve her as to the actual state of affairs for your condition the week. It is.

When you write to me again (if you will write to me again) let me know in particular so that I can take the proper steps. It is better pleased if you write to her in full particular.

I have read with attention the importance you give me about "with responsibilities". I only made use of those words in order that I might
think it worth your while to intrust one of us all particulars so that I could explain to Madame. I know perfectly well that you would do nothing to put me in a corner--I thought the politest way of gaining information was to ask for it in the way I did. Now I trust you will get all that quick as far as possible in a satisfactory manner. Write me. I am worn down in health & my health is not good. Nothing you will remain ever to Mrs. Wigel Stirling. George

I left went to London with me

Calderon is leaving this house on the
1st July if you do not write me
before then you had better address
me to care of Madame 38 Rue au Lard.
65. Moorgate Street
London, E.C.
25th June 1870.

My dear Colonel,

A. J. Bank.

I have just received your letter dated Amsterdam Thursday June 23rd and I am very much surprised to learn that you have been in Amsterdam for seven days without communicating with me.

I entered into an undertaking to meet you in Amsterdam on Thursday as I urged you to go with me direct and you declined. I intended to have gone bound by Frankfort but afterwards determined not to do so.

I have nothing to add to my letter of the 18th inst, but desire again to call your attention to the last paragraph there of. My firm decline altogether to allow you to substitute your name for theirs on the £2,000 and they think it unreasonable on your part to make such an alteration when you know that the £1,500 put down in our name for expenses includes £500 to be paid to you by your firm and done their part in this.
...
business, they have used their best exertion, they have incurred large expenses, they have desired to serve you in every possible manner. They cannot now understand your present action after having rejected the plain terms set forth by me and to carry out the intention of Mr. Jacques.

I can well understand that it does not matter to Mr. Jacques & Messrs. Leippeur & Rosenthal how the £14,000 is distributed between you and my firm, but it makes a very important difference to my firm notwithstanding. I have always been willing to forego the £5000 if Messrs. Leippeur & Co. would do likewise.

The loss of time incurred at this critical period has done more to remove the possibility of successfully floating the Company this year than all previous delays put together.

Yours truly,

[Signature]

Colonel
The O'Gorman Mahon
191. Gross Frederick Strauss
Berlin.
This state of affairs, as we earnestly hoped to make the project a success,

I am,

Yours truly,

David Chadwick

June 27th, 1870

London,

This note referred to the recent developments in London on the 28th April, when the House of Commons was called into session.

To our esteemed friend,

I have again had the opportunity of speaking about two of our proposed details.

I regret to say that the delay which has resulted in consequence of these matters has caused much inconvenience and loss of time. I am, and I hope, the same sense of your kindness and the absence of any feud.

Yours, etc.,

[Signature]

[Date]
Understanding, sirs, they arrive at once to withdraw their names: I see to
mean by preparing them. I am so

my deere, to be accepted

I am so glad of

draw the papers

I am more pressed

We deeply expect