

Technical and Bibliographic Notes/Notes techniques et bibliographiques

The Institute has attempted to obtain the best original copy available for filming. Features of this copy which may be bibliographically unique; which may alter any of the images in the reproduction; or which may significantly change the usual method of filming, are checked below.

- Coloured covers/  
Couverture de couleur
- Covers damaged/  
Couverture endommagée
- Covers restored and/or laminated/  
Couverture restaurée et/ou pelliculée
- Cover title missing/  
Le titre de couverture manque
- Coloured maps/  
Cartes géographiques en couleur
- Coloured ink (i.e. other than blue or black)/  
Encre de couleur (i.e. autre que bleue ou noire)
- Coloured plates and/or illustrations/  
Planches et/ou illustrations en couleur
- Bound with other material/  
Relié avec d'autres documents
- Tight binding may cause shadows or distortion  
along interior margin/  
La reliure serrée peut causer de l'ombre ou de la  
distortion le long de la marge intérieure
- Blank leaves added during restoration may  
appear within the text. Whenever possible, these  
have been omitted from filming/  
Il se peut que certaines pages blanches ajoutées  
lors d'une restauration apparaissent dans le texte,  
mais, lorsque cela était possible, ces pages n'ont  
pas été filmées.
- Additional comments:/  
Commentaires supplémentaires:

L'Institut a microfilmé le meilleur exemplaire qu'il lui a été possible de se procurer. Les détails de cet exemplaire qui sont peut-être uniques du point de vue bibliographique, qui peuvent modifier une image reproduite, ou qui peuvent exiger une modification dans la méthode normale de filmage sont indiqués ci-dessous.

- Coloured pages/  
Pages de couleur
- Pages damaged/  
Pages endommagées
- Pages restored and/or laminated/  
Pages restaurées et/ou pelliculées
- Pages discoloured, stained or foxed/  
Pages décolorées, tachetées ou piquées
- Pages detached/  
Pages détachées
- Showthrough/  
Transparence
- Quality of print varies/  
Qualité inégale de l'impression
- Includes supplementary material/  
Comprend du matériel supplémentaire
- Only edition available/  
Seule édition disponible
- Pages wholly or partially obscured by errata  
slips, tissues, etc., have been refilmed to  
ensure the best possible image/  
Les pages totalement ou partiellement  
obscurcies par un feuillet d'errata, une pelure,  
etc., ont été filmées à nouveau de façon à  
obtenir la meilleure image possible.

This item is filmed at the reduction ratio checked below/  
Ce document est filmé au taux de réduction indiqué ci-dessous.

|                          |                          |                                     |                          |                          |                          |
|--------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| 10X                      | 14X                      | 18X                                 | 22X                      | 26X                      | 30X                      |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12X                      | 16X                      | 20X                                 | 24X                      | 28X                      | 32X                      |



# REPORT

OF

7

SELECT COMMITTEE

TO WHICH WAS REFERRED THE SUBJECT

OF

# THE CURRENCY.

---

Ordered, by the House of Assembly, to be Printed, (2000 copies) 15th April, 1835.

---

**Toronto:**

**M. REYNOLDS,**

PRINTER TO THE HON. THE HOUSE OF ASSEMBLY.

---

MDCCCXXXV.

1835

FRIDAY, 27th March, 1835.

“ On motion of Mr. Duncombe of Oxford, seconded by Mr. Chisholm,

“ Ordered, That there be now appointed by ballot, a committee of eleven members, upon the currency of this Province, with power to send for persons, papers, and documents, and with power to report thereon by bill or otherwise—and that the thirty-first rule of this House be dispensed with, so far as relates to the same.”

The ballot was then proceeded in, and the following names were drawn :

|                     |                |
|---------------------|----------------|
| DUNCOMBE of Oxford, | ROBLIN,        |
| THORBURN,           | BRUCE,         |
| MACKENZIE,          | WATERS,        |
| PERRY,              | DURAND,        |
| WELLS,              | CHISHOLM, and  |
|                     | GILCHRIST.—11. |

WEDNESDAY, 15th April, 1835.

“ On motion of Mr. Duncombe of Oxford, seconded by Mr. Perry,

“ Ordered, That two thousand copies of the Report of the Select Committee to whom was referred the subject of currency, be printed, with the motions relative thereto, in pamphlet form, for the use of members—and that the Clerk do address them to the members during the recess.”

Truly extracted from the Journals of  
the Assembly of Upper Canada, of  
Friday, 27th March and Wednesday,  
15th April, 1835.

JAMES FITZGIBBON,

*Clerk of Assembly.*

# REPORT.



*To the Honorable the Commons House of Assembly in Provincial Parliament assembled.*

The Committee upon Currency

Beg leave to submit their first report for the consideration of your Honorable House.

That they are of opinion that an increase of capital and of the circulating medium is loudly called for and absolutely necessary in this Province for the transaction of the business of the country, as the present Banking Establishments are altogether unable to meet the wants of this community. Your Committee would remark, that they have investigated the subject of Currency, as established in different countries, and they find that in those countries where the most restrictions have been laid upon the Currency of a country, and least competition has been allowed, the less permanently secure the establishments have been, and in the same proportion have the people suffered by loss of confidence in their Banks, and by unequal and improper discounts as well as frequent failures of Banks.

In the neighbouring country, the United States, private banking has been restricted and prohibited by law, and the whole banking business of the country is done by Chartered Banks, and to those Acts perhaps more than any other cause can be attributed the numerous failures that have

occurred in that country, and the fluctuations in their Currency.

In Scotland private banking has long existed, and fewer failures have occurred there than in any other part of the world; their Joint Stock Banking Companies embrace some of the following *principles* by which the public are quite secured and the institutions useful as Banks of Deposit and circulation, while the stock is above par, and proved to be a good investment.

In that country (Scotland) there are 17 Banks in which the number of Partners does not exceed 20 shareholders.

The National Joint Stock Bank has 1238 Partners.

The Commercial 521.

Aberdeen Town and County 446.

The Deposits in the Scotch Banks are said to amount to £24,000,000 Sterling, of which more than one half consists of sums from £10 to £200. A small interest is paid on these Deposits, and convertible into money on demand.

The Scotch Banks have branches conducted by Agents at a *fixed salary*, and they are made *responsible* for all bad debts—weekly returns of all their transactions are sent to the parent Bank, and loans above a *certain limit* are not permitted without prior reference to the Directors or Bill Committee of the Parent Bank.

Visiting Inspectors are also occasionally employed.

The Provincial Bank of Ireland has branches conducted by Agents with the additional machinery of local Boards as a Check.

Prior to 1759 the Bank of England had no Notes in circulation for less than £20, but in that year it began to issue ten pound notes.

In 1793 the issue of £5 notes commenced.

In 1797, after the Bank restriction Act had been passed, the issue of *one* and *two* pound notes took place.

The latest account of the comparative prices of the Joint Stock Banking Companies in England, Scotland and Ireland, is in July 1831, however they have reason to believe that the profits to the Company, security and convenience to the public given by these Banks have not been materially lessened since that period.

JOINT STOCK BANKS IN ENGLAND.

Birmingham Joint Stock Banking Company Dividends 10 per cent, 10000 shares of £50, £5 paid in price 8c 10 per cent premium, or above par.

|               |   |        |
|---------------|---|--------|
| Halifax       | 5,000 shares of £100, £20 paid in price 8c. | 10     |
| Huddersfield  | 5,000 do. of £100, £20 do.....              | 8c. 10 |
| Lancaster     | 3,000 do. of £100, £10 do.....              | 5c. pr |
| L'pool & Man. | 30,000 do. of £100, £10 do.....             | 1½c. 2 |
| Manchester    | 20,000 do. of £100, £15 do.....             | 4½c. 5 |

JOINT STOCK BANKS IN SCOTLAND.

*Bank of Scotland. Capital—£1,500,000.*

Shares of £83 6 8 Div'd 6 per cent..... 150c. 2

*Royal Bank of Scotland. Capital—£1,500,000.*

Shares of £100..... 156.

*British Linen Company. Capital—£500,000.*

Shares of £100, 8 per cent..... 240c. 5

*Commercial Bank. Capital—£3,000,000.*

Shares of £500, £100 paid, 6 per cent,..... 158c. 60

*National Bank. Capital—£5,000,000.*

Shares of £100, £10 paid, 5 per cent..... 13½c. 3pr

## JOINT STOCK BANKS IN IRELAND.

*Provincial Bank. Capital—£20,000.*

Shares £100 shares £25 paid, Dividend 5. . . . . 134 pr.

*Hibernian Joint Stock Banking Company. Capital—£10,000*

Shares £100 shares, £25 paid, dividend 4.

From the statement of the relation of these several Banks, Your Committee beg leave to recommend to the consideration of the Honorable Members of Your Honorable House, and through them to the Capitalists in this Province generally, the consideration of the following:

## SCHEDELE ON BANKING.

No. 1. Is a copy of a Circular from any person desirous of taking stock in the Joint Stock Banking Company in the county of Dover.

No. 2. Is a Circular in answer.

No. 3. Is an accompanying letter.

No. 4. Is an explanation respecting the security of the Proprietors of the Joint Stock Provincial Bank of Ireland.

No. 5. Provincial Bank of Ireland.

No. 6. Bank of Liverpool.

No. 7. Birmingham Banking Company.

No. 8. Plymouth and Devonport banking Company.

No. 9. Abstract of the Constitution and objects of the Bank of Scotland.

No. 10. Contract of the Commercial Banking Company.

No. 11. Deed of Settlement of the Birmingham Banking Company.

No. 12. Contract of Copartnership of the Aberdeen Town and County Bank.



Your Committee beg leave further to Report, that they have examined the law relative to Banking and have taken the best legal advice upon the subject, and are fully satisfied that there is no law in force in this Province rendering the formation of Joint Stock Banking Companies illegal, and they are of opinion that a Joint Stock Bank may be advantageously formed with a Capital of £500,000 in 50,000 shares at £10 each.

The establishment of Joint Stock Banking Companies has been proved, by their great success in various parts of the United Kingdom, to be of the most decided public utility.

Institutions of this description have existed in Scotland for upwards of one hundred years, and the experience of their benefit, amply proved before a Committee of the House of Commons, induced the Legislature of Great Britain in the year 1826, to pass an Act expressly for their encouragement in England.

It is now no longer doubted that Banking Companies possessing an adequate capital advanced by an influential and affluent body of proprietors, are most admirably calculated to sustain public confidence in times of difficulty, and to confer extensive advantages upon the country at large.

A well conducted Company whose affairs are closely investigated by a Board of Directors, and the results annually submitted to the Proprietors, can never be injured or inconvenienced, in the very worst times, to the same extent that private establishments may be; for the known fact that they possess a well secured capital and have

ample resources, would quiet the apprehensions of timid depositors and prevent the necessity of a sudden or ill-timed contraction of legitimate discounts.

To the proprietors of such a Bank it would scarcely fail to prove of equal advantage, as may be inferred from the success of other Companies of a similar character which have been established since the passing of the above named Act; the high premiums, borne without any known exception by their shares, afford the best criterion of the extensive utility and the profitable nature of such a joint and mutual system of Banking.

Your Committee are of opinion that the Commerce, Trade, population and wealth of this Province have of late years been advancing with such a steady progress as to require an increase of circulating medium, and having attentively considered the foregoing facts, they are decidedly of opinion that a Bank should be established upon the principle of a Joint Stock Company, as affording the best guarantee for permanent success. Your Committee wish it however to be clearly understood, that in recommending its establishment they are not actuated by any unfriendly feeling towards the present Banking Institutions, and that it is equally opposed to the interest of the country and design, that it should be conducted in a spirit of illiberal rivalry or hostile competition.

The following outline is submitted to the consideration of Your Honorable House and the Public, as the basis of such an establishment, subject to such modifications as the share-hold-

ers of such an institution determine on.

2. That the capital might be £500,000 to be raised in 50,000 shares of £10 each.

3. That a call of 10 per cent. per share, might be made, to be paid up as follows, viz. : 2 per cent on subscribing, 4 per cent on opening, and the remaining 4 per cent (of the 10 per cent) in six months. If further calls should be found desirable they might be made as the Directors might appoint, not exceeding 5 per cent in any three months.

4. That as soon as 10,000 shares should have been subscribed for, a general meeting of the stockholders might be called, for the purpose of appointing a Board of Directors, and making other requisite arrangements preparatory to the opening of the Bank; but the Provisional Committee should have power (if they think proper) to permit share-holders to pay up the last instalment sooner than the period above limited; and to allow interest thereon not exceeding 6 per cent; and such meeting should be called as soon as £50,000 could be realized as a starting capital.

5. That the superintendence of the concern might be confided to a Board of twelve Directors to be elected by the share-holders, annually, by ballot; and that no credit should be given or continued, contrary to the advice of a majority of the Board of Directors.

6. That the Directors might from among themselves select two not actively engaged in business, who in conjunction with the manager, or in his absence a sub-manager, might have the custody of the Bank Chest, containing the secu-

rities and surplus cash not required for immediate use, and the chief superintendence of the more private parts of the concern; especially those relating to bill transactions and applications for credit.

7. That the directors might appoint the managers, one or more sub-manager, the clerks, and the other officers of the Company, including Bankers, Brokers, and Agents in every District in this Province, or elsewhere as they shall deem expedient, and require security in such cases and to such extent as they might deem needful, according to their respective situations; and might have the sole power of removing any such parties or officers.

8. That no person should be eligible as a Director who may not be a subscriber for, and afterwards an actual holder of, at least 50 shares; and that every manager should be a holder of at least 50 shares; and every sub-manager of at least 25 shares.

9. That no person should be allowed to subscribe for more than 400 shares, except a manager, sub-manager, or other officer of this concern or partners in any Bank, who might agree with the Company to merge their establishments in the Institution, but in all such excepted cases the Directors might be authorised to negotiate the shares to be granted.

10. That the scale of regulating votes at general meetings should be 5 shares, one vote; 10 shares, two votes; 20 shares, three votes; 35 shares, four votes; 50 shares and upwards, five votes. Ladies and non-resident proprietors may

give their votes by proxy, through the medium of any qualified share-holders.

11. That neither the Books of the Bank, nor any of the Bills nor securities which may pass through the same should be opened to the inspection of any but Directors, and officers of the establishment authorised by them or other persons duly appointed for a special purpose, in order that the credit and private transactions of individuals may be preserved inviolate.

12. That the accounts of the Company should be made up half-yearly and a general summary of them, without any specification of names and individual credits, should be laid before the proprietors at an annual meeting when a dividend founded on actual profits might be declared.

13. That a guarantee fund might be provided to meet extraordinary loss or emergencies by appropriating such part of the annual profits beyond six per cent on the paid up capital as might be agreed on.

14. That in the event of the loss of the guarantee fund and one-fourth of the paid up capital it may be in the power of any share-holder to dissolve the Company unless the share-holders think proper to continue the concern, in which case they should pay the dissentient the then value of his or her shares to be ascertained in case of difference by arbitration.

15. The capital of the Company might not in any

case be invested in foreign loans, mining institutions or merchandize.

16. That a deed of settlement might be prepared containing all necessary clauses for the protection of the proprietors, and giving the Company a lien upon the shares of any proprietor on whose responsibility the directors may have felt themselves justified in making any advance.

17. That no transfer of shares should be made before the deed of settlement should be signed, nor until three calendar months after the same had been granted, nor at any time so as to release the share-holder or share-holders from his, her or their liability, for any thing done by the Company while he, she or they were share-holders, and that in all cases the Company might have a right of pre-emption of shares whenever the directors should consider the exercise of such a right beneficial to the concern.

18. That as the Company might contemplate the establishing of Branch Banks in the several Districts in this Province, and might be willing to negotiate with existing private Banks, who might be inclined to merge their concerns in the said Company, it might be important that 1000 shares should be reserved for sale by the Directors, at such times and to such persons as in their judgment could best promote the interests of this Institution, and the public generally.

Your Committtee beg leave to call the attention of Your Honorable House to the propriety or impropriety of equalising the currency of this

Province with that of the United States, by raising the value of British Gold and Silver to its intrinsic worth, and making Sovereigns a lawful tender in this Province.

All which is respectfully submitted.

CHARLES DUNCOMBE,  
CHAIRMAN.

*Committee Room, House of Assembly, }  
11th April, 1835. }*



## APPENDIX TO REPORT

*To the Provisional Committee for enquiring into the advantages of establishing a Joint Stock Banking Company in the County of Devon.*

1831.

GENTLEMEN,

I have to acquaint you, that it is my intention to subscribe for shares in the County of Devon Banking Company provided it should appear to me, after a perusal of your Report, that such a Company may be constituted so as to unite great public security with limited personal liability, and that your plan does in other respects, meet with that general and respectable support throughout the country which I consider necessary to the beneficial existence of the Company.

I am

Gentlemen,

Your obedient servant.

EXETER, 10th June, 1831.

At a private Meeting held at Exeter this day, the expediency of establishing a JOINT STOCK BANKING COMPANY, in this County was brought under consideration; and it having been admitted that such a Company, conducted under proper regulations, would be highly beneficial to the community, it was resolved to invite the friends of this measure, who should attend at the Royal Subscription Rooms on Friday the 17th June, to nominate a Provisional Committee, with a view to collect general and local information, to examine into the plans, practice, and success of similar companies, and afterwards to frame a report, and submit resolutions consequent thereupon.

It being desirable, however, that individuals should not be called upon to give any positive pledges of support, until the scheme is fully matured, it was determined that any application for shares addressed to the Provisional Committee when nominated, should be permitted to be withdrawn, provided the plan itself should not subsequently prove satisfactory to the applicant.

---

EXETER, 17th June, 1831.

A Public Meeting of Gentlemen favourable to the principle of Joint Stock Companies having taken place this day at the Royal Subscription Rooms in Exeter, a Provisional Committee of seventeen Gentlemen was put in nomination, with power to add to their number, and seven of them forming a quorum.

G. TRUSCOTT, *Chairman.*

---

PROVINCIAL BANK OF IRELAND, }  
LONDON, 18 }

I am instructed by the Court of Directors to give the following explanation in answer to inquiries respecting the extent and duration of the responsibility to which each individual



Proprietor of Shares in the Society, established under the name of the *Provincial Bank of Ireland*, is liable.

The responsibility is twofold :—

One having for its object, security to the public for the engagements of the Bank,

The other having regard to the interests of the proprietors among themselves, as members of the same partnership.

The former is defined and regulated by the Act 6. Geo. 4. Chap 24.

The latter is regulated by the Deed of Settlement, dated August 1st 1825.

For the purpose of giving to the public unquestionable assurance and security, the Act of Parliament provides that all the proprietors shall, in any case of need, be liable jointly and severally for the engagements of the Bank, but by further provisions of the same Act, this liability is so regulated as to afford to the most sensitive, all the protection of their Interests which individual proprietors can reasonably desire.

By the provisions of the Act, the Bank can only sue and be sued by means of public officers. No proceeding can be originally instituted against any proprietor, but all proceedings must be instituted against one of the Public Officers, whose names must be annually registered for that purpose ; and only one proceeding can be instituted for one cause of Action.

Until Judgment in any suit shall have been obtained against the Public Officer, there is no liability on the part of individual proprietors. It is only then that such liability commences, but under such regulations, that no proprietor can, in any imaginable circumstances, be subjected to personal loss beyond the extent of his shares. The Public Officer is obviously the proper person to whom recourse should be had, and the Act provides that the whole property of the Bank shall be liable for judgments obtained against such Officer. The Directors therefore, never will suffer execution to be sued out against the Public Officer, but must hold him indemnified, otherwise he would enforce his remedy against the Funds of the Bank under their management, as also against themselves.

The natural consequence is that, unless the funds of the Bank should be exhausted, no individual proprietor would ever be called upon.

But even supposing that, instead of having recourse to the Public Officer, execution should be sued out against any individual proprietor such proprietor would have redress against the

funds of the Bank which he could obtain by means of the Public Officer, and have the same remedies that were possessed by the person who originally instituted the proceedings.

The course now mentioned applies to persons who may be proprietors at the time the execution is sued out.

With regard to those who have ceased to be proprietors before execution is sued out, the only case in which such persons can be liable, is, where the execution, against any actual proprietor at the time, has been ineffectual to procure payment. In that case recourse may be had against persons who were proprietors at the time the contract was entered into, in respect of which the judgment may have been obtained.— But it is provided by the Act, that in such a case, execution shall not be sued out, except by leave of the Court in which the judgment shall have been obtained, granted on motion, in open Court, of which motion, notice shall be given to the party sought to be charged; nor shall execution, under any circumstance whatever, be sued out against any person after the expiration of three years from the time when he shall have ceased to be a proprietor. No person, therefore, who has ceased to be a proprietor can ever be taken by surprise by any execution.

With regard to the latter description of liability mentioned in the outset, viz.—That of the proprietors as among themselves. By the provisions of the Deed of Settlement each proprietor is rendered only liable in proportion to the extent of his shares, and he is wholly exempt from liability from the moment a transfer of his shares shall have been completed.

For this purpose, the proprietors covenant to indemnify each other against all liability, except in proportion to the shares held by each; and also, that each proprietor shall be wholly exempt from the time he ceases to be a proprietor.

By the provisions of the Act therefore, a proprietor from the time of the sale of his shares, ceases to be liable for all future engagements of the Society. He is liable, for, three years only, for engagements contracted while he was a proprietor, (against which liability he was the guarantee, not only of the whole Funds of the Society, but also the private Estates of all the remaining proprietors,) and from the end of three years he is wholly free, although the Society and all the proprietors should be utterly bankrupts. By the provisions of the Deed of Settlement, this liability is rendered in extent to a liability proportioned to the number of shares, and in duration to the period of his continuing a proprietor.

On the whole when it is considered that the capital of the Bank is two millions, which has been fully subscribed ; that one fourth part of that capital has been actually paid up ; that the number of proprietors is about 800 ; that a great proportion of that 800 are persons of wealth and consequence ; the real practical effect of the Act of Parliament and Deed taken together, is, that the individual responsibility of each proprietor is as before mentioned, strictly limited in extent to his number of shares, and in duration to the period of his continuing a proprietor.

I am

Your obedient servant,

Secretary.

---

PROVINCIAL BANK OF IRELAND.

*Capital two millions.*

DIRECTORS.

Matthias Attwood, Esq. M. P.  
 Right Hon. Wm. Bagwell, M. P.  
 James Brogden, Esq. M. P.  
 G. R. Dawson, Esq. M. P.  
 Henry Douglas, Esq.  
 Sir Robert Farquhar, Bart.  
 Ed. Fletcher, Esq. Devonshire  
 Square,  
 Sir Charles Flower, Bart.  
 W. Alex. McKinnon, Esq.  
 T. P. McQueen, Esq. M. P.  
 John Masterman, Esq.

William Medley, Esq.  
 John Morris, Esq.  
 Chas. Elton, Prescott, Esq.  
 T. Spring Rice, Esq. M. P.  
 Rowland Stephenson, Esq.  
 Mr. Alderman Thorp,  
 W. H. Trant, Esq.  
 Samuel Williams Esq. Finsbu-  
 ry Square,  
 John Wright, Esq. Henrietta  
 Street, Covent Garden.

AUDITORS.

John Fairlie, Esq.  
 S. E. Magan, Esq.

Alfred Thorp, Esq.  
 William Peate Litt, Esq.

SECRETARY.

Mr. T. Joplin,

ENGLISH SOLICITORS.

Messrs. Farriers, Atkinson, & Co.

## BANK OF IRELAND.

IRISH SOLICITORS.

Messrs. P. &amp; D. Marony.

BANKERS,

Messrs. Masterman, Peters, &amp; Co.

Messrs. Spooner, Attwood, &amp; Co.

---

1. The object of this establishment is to give a more solid circulation to Ireland—to render money attainable by the merchants, manufacturers and others in such fair and equitable terms as may enable them to employ the population, which employment has hitherto been impeded by the very high rate of interest and the want of confidence in the circulation.

2. It is therefore proposed to assimilate the system of business in Ireland to that of the Scotch Banks, by establishing Branch Banks in Cork, Belfast, Waterford, Clonmel, Galway, Sligo, Kilkenny, Newry, Westport, Londonderry, and other places; each branch to be under the superintendence of wealthy and respectable resident Merchants, aided by an active and intelligent English Agent, as Cashier, who shall be thoroughly conversant both in the principles and detail of the Banking business, and who shall give the fullest security for the trust reposed in him.

3. Although the local Directors will be required, under pain of disqualification, to hold at least £2,500 stock of the concern, to identify themselves with its interests, it is nevertheless proposed to appoint an Inspector of first rate character and talents in the Banking business, to constantly visit the different branches of the establishment, to superintend their operations and report thereon to the board of management in London.

4. A second Inspector, resident in Dublin, and perfectly conversant, from his habits and occupation, with the Banking business, will, in conjunction with one of the Directors of the London Board, equally qualified, occasionally visit the different branches.

5. In fact, every possible precaution will be adopted by Check and Counter Check, and by a daily report of the operations from each of the branches to the general Board of Management, to arrange such a system of vigilance as shall

prevent the probability of any practices going forward injuriously to the interests of the establishment.

6. The Company will confine themselves to the legitimate business of Banking in Ireland, and should it be deemed expedient, propositions for loans, and landed property, to a limited extent, will be entertained.

7. The present Directors to remain in office until 31st December, 1829, at which time four are to go out and thence forward the same number annually; but to be eligible for re-election by the Proprietors.

---

## BANK OF LIVERPOOL.

*Capital two Millions and a half.*

### DIRECTORS.

Mr. Wm. Brown, *Chairman*,  
 Mr. Edward Wilson.  
                   *Dep'y Chairman*,  
 Mr. Isaac Cooke,  
 Mr. Wm. Donald,  
 Mr. Alex. Gordon,  
 Mr. Adam Hodgson,

Mr. George Holt,  
 Mr. Joseph Hornby,  
 Mr. Wm. Lawson,  
 Mr. William Pickering,  
 Mr. Thomas Sands.  
 Mr. Wm. Stewart.

At a general meeting of the shareholders held on the 17th day of March 1831, at the Clarendon-rooms,

William Brown, Esquire, in the Chair.

The Solicitor read to the meeting the Report of the Provincial Committee, which was as follows:

*To the Shareholders of the Bank of Liverpool:*

The time having arrived when the Provincial Committee must surrender their trust into the hands of Directors to be chosen by the Shareholders, the Committee will briefly communicate to you the result of their proceedings, and submit to you such Resolutions for the final establishment of the Bank as they consider to be necessary for that purpose.

So many Joint Stock Banks have lately been established in this country, (the success attending which however they do

not now intend to dwell upon,) that the Committee have enjoyed the advantages of perusing the most approved Deeds of Settlement of existing Companies; and the Resolutions now to be proposed, which will form the basis of the Deed of Settlement of this Company, are the result of the deliberations of the Committee aided by those precedents.

The Resolutions which the Committee intend to submit to you for limiting the responsibility of Individual Shareholders, coupled with the provisions of the Act passed in 1826 which authorised the formation of Joint Stock Banking Companies, constitute, in the opinion of the Committee, a full and effectual protection of the Proprietors; and will render quite inconsiderable their individual liability.

The number of shares for which application have been made to the Provincial Committee is upwards of 18,000; and of this number they have gained 15,638. The remainder of the whole 25,000 shares into which the Capital Stock of the Company is divided, are intended to be left at the-disposal of the Directors, to be by them appropriated in such manner as will best advance the interests and credit of the Company.

It is obvious that the success of the undertaking will mainly depend upon the Directors whom the Proprietors shall elect, and with whom will lie the appointment of a Manager and other officers. But the Committee see no reason to doubt that, under prudent management, and aided by the influence of a respectable proprietary, the Bank will enjoy an extensive and profitable business, and will yield to the Shareholders a fair return on the capital subscribed.

(Signed)

WILLIAM BROWN,

*Chairman of the Provincial Committee.*

Liverpool, March 14th, 1831.

---

The Report having been approved and adopted by the meeting, the following Resolutions were unanimously carried:

1st. That the establishment of this Company, under the title of "THE BANK OF LIVERPOOL," with a Capital of two millions and a half, is hereby confirmed; and that the Company shall forthwith commence and carry on the business of Banking.

2d. That the affairs of the Company shall be managed by twelve Directors ; three of whom shall form a Board, and be competent to transact business.

3d. That the following gentlemen be, and are hereby appointed Directors of this Company, from the present time until a General Meeting of the Shareholders to be held in the month of September 1832, when three of them shall go out of office and be replaced by three others, to be chosen by the Shareholders, and the three retiring directors shall not be re-eligible for the ensuing year : Mr. William Brown, Mr. Isaac Cook, Mr. William Donald, Mr. Alexander Gordon, Mr. Adam Hodgson, Mr. George Holt, Mr. Joseph Hornby, Mr. William Lawson, Mr. William Pickering, Mr. Thomas Lands, Mr. William Stuart, Mr. Edward Wilson.

4th. That the Directors be and are hereby empowered to purchase, erect, or take suitable premises for carrying on the business of the Company ; and they are hereby invested with full powers to manage, direct and carry on the business and affairs of the Company, in all matters connected with Banking ; and to appoint and employ Bankers, Brokers and Agents in London, and elsewhere, and Managers, Clerks and Servants, for managing and carrying on the business.

5th. That the Directors do forthwith cause a Deed of Settlement to be prepared for execution by the Shareholders, containing all such provisions as may be necessary for the welfare of the Company, and for the protection of individual Shareholders.

6th. That the remainder still unappropriated of the 25,000 shares, into which the Capital Stock of the Company is divided, shall be disposed of by the Directors in such manner as in their opinion will best advance the interest and credit of the Company ; and that the Deed of Settlement shall provide that no proprietor shall be allowed to hold more than 500 shares.

7th. That a further payment of five pounds per share shall be made on signing the Deed of Settlement ; and if any Shareholder shall neglect to pay such instalment when called for, together with interest at 5 per cent per annum, from the time to be appointed for payment, or to execute the Deed of Settlement, he shall thenceforth cease to be a Shareholder, and shall forfeit the sums previously paid by him. If additional calls shall be deemed requisite they shall be made as the Directors shall appoint, not exceeding £5 per share in any one year.

8th. That at every annual general meeting of the Company the Directors shall exhibit a Report shewing the result of an accurate balance sheet deducted from the transactions of the preceding year.

9th. That if at any time one-fourth of the paid Capital of the Company (above the reserved surplus fund) shall have been lost, the Directors shall, as soon after as practicable, call a Special Meeting of Proprietors, when any Stockholder may require the dissolution of the Company, and the same shall be dissolved accordingly, unless two-thirds in number of votes of the Proprietors then present shall be desirous of continuing the Institution; which they shall be at liberty to do, upon paying to the retiring Proprietors the then value, accurately ascertained, of their respective shares.

10th. That the Report of the Provisional Committee together with the foregoing Resolutions, be published in such Liverpool and other Newspapers as the Directors may deem proper, and a printed copy of them sent to each proprietor.

(Signed)

WILLIAM BROWN,  
CHAIRMAN.

Mr. Brown having left the Chair, it was unanimously Resolved,

11th. That the thanks of the Meeting be given to Mr. Brown for his efficient conduct as Chairman.

12th. That the thanks of the Meeting be given to those gentlemen who have acted on the Provisional Committee.

By order.

THOMAS HARVEY,  
SOLICITOR.

---

## BIRMINGHAM BANKING COMPANY.

CAPITAL £500,000, in 10,000 SHARES OF £50 EACH.

A Joint Stock Banking Company having been established calling itself "The Manchester and Liverpool District Banking Company," which proposes to form Branch Banks throughout a very extensive district, comprising not only



Manchester and Liverpool, but also Preston, Bolton, Blackburn, Rochdale, Oldham, Stockport, Macclesfield, Leek, Hanley, Chester, Warrington, and other neighbouring towns and the parties forming the Company having come to a resolution to establish a Bank in Birmingham, it appears to many inhabitants of Birmingham that the trade and importance and wealth of that town and its neighbourhood, are quite sufficient to establish and maintain a Joint Stock Bank of its own, without connection with any other parties. And it further appears that such a Bank, if established in Birmingham, and conducted on liberal principles would tend greatly to the advantage of the Mercantile and other classes of the town and neighbourhood, and afford a sufficient remuneration to the parties whose capital might be employed; subscriptions were entered into, and at a Meeting held at the Royal Hotel, Birmingham, on the 15th day of September, 1829,

CHARLES SHAW, Esq. in the Chair.

It was resolved,

That upwards of 5000 shares having been subscribed for, the Company be now formed, and that the following regulations be adopted.

A deed of Settlement shall be prepared, containing all necessary clauses for the protection of the proprietors, and giving the Company a lien upon the shares of any proprietor, on whose responsibility they may have made any advance.

Twelve Directors to be elected by a majority of votes at the first meeting of proprietors, who shall undertake the superintendence of the concern, out of which number three gentlemen, not actively engaged in business, shall be selected to take the principal management, and shall be called the Bill Committee, to whom the Bills passing through the Bank, shall be submitted.

Three of the Directors shall go out annually by ballot among themselves, and their places shall be supplied at the annual general meeting; but the persons retiring shall be eligible for re-election.

No transfer of shares to be made before the deed of settlement is signed, nor at any time without the consent of a majority of the Directors present at their usual meetings, or at some meeting called for that purpose.

That no person holding less than 50 shares shall be eligible for a Director.

The scale for regulating votes at general meetings shall be, 10 shares, 1 vote; 40 shares, 2 votes; 70 shares, 3 votes; and 100 shares and upwards, 4 votes.

The Directors shall appoint the several officers of the Company, and require of them such security as they may deem needful, according to their respective situations.

No credit to be given or continued contrary to the advice of the Directors.

The funds of the Company shall not be in any instance invested in foreign loans, mining institutions, or articles of merchandise.

The accounts of the Company shall be made up twice in every year, namely on the 30th of June, and the 31st December; and a general summary of them shall be laid before the proprietors, at a meeting to be called for the purpose,—and after paying the proprietors 5 per cent. on their paid up capital, a proportion of the surplus profits shall be added from time to time to increase the capital of the company, as may be hereafter agreed upon.

Neither the books of the Bank, nor any of the Bills or securities which may pass through the same, shall be open to the inspection of the proprietors in general.

In the event of the Company's losing its surplus profits and one fourth of the paid-up capital, it shall be in the power of any shareholder to have it dissolved, unless other shareholders think proper to continue the concern, in which case, they must pay over to the Dissentients the then value of their shares.

It was further resolved,

That the following gentlemen be appointed Directors, with power to add to their number, viz.: Messrs. Charles Shaw, William Chance, Joseph Frederick Ledsam, Daniel Ledsam, John Mabson, Edward Eagle, Joseph Walker, Thomas Small, James Bellis, and John Turner, and that they be requested to make the necessary arrangements for commencing business on the 1st of October next.

That the Bank of England and Sir James Esdale & Co. be appointed Bankers to the Company, and that the Directors be authorised to open an account with any other house if they think expedient.

That Mr. Joseph Gibbons be appointed Principal Agent or Manager, and that the Directors be authorised to treat

with him for the surrender of his present establishment, on such terms as they shall deem it expedient.

That Messrs. Arnold and Hains be appointed Solicitors to the Company.

That a deposit of £1 per share be forthwith paid to the Manager; £4 per share to be paid to the Bank, on the first day of October next; and a further sum of five pounds per share whenever the Directors may think proper to call for it. If further calls should be found desirable, they shall be made as the Directors may appoint not exceeding £5 per share in any one year.

That the shares remaining in the hands of the Company shall be appropriated at the discretion of the Directors, having due regard to the interest of the Company; and that no individual be allowed to hold more than 100 shares, except Mr. Joseph Gibbins, as Manager and except in cases of parties becoming entitled by bequest.

That a copy of the resolutions of this meeting do lie at the Bank, and at the office of our Solicitors for the inspection of all Shareholders.

---

At a meeting of the Directors of the Birmingham Banking Company, held on the 25th day of September, 1829,

It was resolved,

That in order to afford to the Shareholders and the public, every possible security against their bills being exposed to scrutiny of individuals who might prejudice their interests, a meeting of the proprietors be called, as early as possible to fix on three Directors to act as a Bill Committee in conformity with the regulations adopted at the General Meeting; and at the same time to elect two Directors in lieu of Messrs. J. F. Ledsam and Thomas Small who have declined acting.

---

## PROSPECTUS OF THE PLYMOUTH AND DEVON- PORT BANKING COMPANY.

*Capital £300,000 in 3,000 shares of £100 each.*

The establishment of Joint Stock Banking Companies has been proved by their great success in various parts of the United Kingdom, to be of the most decided public utility.

Institutions of this description have existed in Scotland for upwards of 100 years, and the experience of their benefits, amply proved before a Committee of the House of Commons, induced the Legislature of Great Britain, in the year 1826, to pass an Act expressly for their encouragement in England.

It is now no longer doubted that Banking Companies possessing an adequate Capital advanced by an influential and affluent body of Proprietors, are most admirably calculated to sustain public confidence in times of difficulty, and to confer extensive advantages upon the country at large.

A well conducted Company, whose affairs are closely investigated by a Board of Directors, and the results annually submitted to the proprietors, can never be injured nor inconvenienced, in the very worst times, to the same extent that private establishments may be, for the known facts, that they possess a well secured capital, and have ample resources, would quiet the apprehensions of timid depositors, and prevent the necessity of a sudden or ill timed contraction of legitimate discounts.

To the proprietor of the proposed concern it can scarcely fail to prove of equal advantage as may be inferred from the success of other Companies of a similar character, which have been established since the passing of the above named Act; the high premiums, borne without any known exception, by their shares, afford the best criterion of the extensive utility and the profitable nature of such a joint and mutual system of Banking.

Many gentlemen have long been of opinion, that an eligible opening presents itself for an additional Bank in this District, the commerce, trade, population, and wealth of which, have of late years been advancing with such a steady progress, and having attentively considered the foregoing facts, they are decidedly of opinion that it should be established upon the principles of a Joint Stock Company, as affording the best guarantee for permanent success. The originators of this institution wish it however to be clearly understood, that in its establishment they are not actuated by an unfriendly feeling towards either of the respectable Banks existing in these towns or in their vicinity, and that it is equally opposed to their interest and design, that it should be conducted in a spirit of illiberal rivalry or hostile competition.

The following outline is submitted to the consideration of

the public, as the basis of such an establishment, subject to such modifications as the proprietors may hereafter determine on.

1. That the Bank shall be called "The Plymouth and Devonport Banking Company.

2. That the Capital be £300,000 to be raised in 3,000 shares of £100 each.

3. That a call of £20 per share shall be made, to be paid up as follows, viz: £2 on subscribing £10 on opening, and the remainder in six months. If further calls should be found desirable, they shall be made as the Directors may appoint, not exceeding ten pounds per share in any one year.

4. That as soon as 2000 shares shall have been subscribed for a general meeting of the stockholders shall be called for the purpose of appointing a Board of Directors and making other requisite arrangements preparatory to the opening of the Bank; but that the Provisional Committee shall have power, (if they think proper) to permit shareholders to pay up the last instalment sooner than the period above limited, and to allow interest thereon: and in case such meeting shall be called as soon as £30,000 can be realised as a starting Capital.

5. That the superintendence of the concern shall be confided to a Board of seven Directors, to be elected by the shareholders, with power in such Directors to add two to their number, if they shall deem it necessary, and that no credit shall be given or continued contrary to the advice of a majority of the Board of Directors.

6. That the Directors shall from among themselves select two, not actively engaged in business, who, in conjunction with the manager, or in his absence a sub-manger, shall have the custody of the Bank Chest containing the securities and surplus cash not required for immediate use, and the chief superintendence of the more private parts of the concern, especially those relating to bill transactions and applications for credit.

7. That the order in which the Directors shall stand in the list shall be determined in the first instance by lot, and the first three on the list shall go out annually by rotation, but may be re-elected.

8. That the Directors shall appoint the Manager, one or more sub-managers, the Clerks and the other officers of the Company, including Bankers, Brokers and Agents, in London or elsewhere; and require security in such cases, and to such extent as they may deem needful, according to their respective

situations; and shall have the sole power of removing any such parties or officers.

9. That no person shall be eligible as a Director who is not a subscriber for, and afterwards an actual holder of at least 15 shares, and that every manager shall be a holder of at least 15 shares, and every sub-manager of at least 10 shares.

10. That no person shall be allowed to subscribe for more than 50 shares except a Manager, Sub-manager or other officer of this concern, or partners in any Bank, who may agree with the Company to merge their establishments in this; but in all such excepted cases the Directors shall be authorised to negotiate the shares to be granted.

11. That the scale for regulating votes of General Meetings shall be 5 shares 1 vote—10 shares 2 votes—20 shares 3 votes—35 shares 4 votes—50 shares and upwards 5 votes. Ladies and non-resident proprietors may give their votes by proxy, through the medium of any qualified shareholders.

12. That neither the Books of the Bank, nor any of the bills nor securities which may pass thro' the same shall be open to inspection of any but Directors, and officers of the establishment, authorised by them or other persons duly appointed for a special purpose, in order that the credit and private transactions of individuals may be preserved inviolate.

13. That the accounts of the Company shall be made up half-yearly, and a general summary of them, without any specification of names and individual credits, shall be laid before the proprietors at an Annual Meeting, when a dividend founded on actual profits shall be declared.

14. That a Guarantee fund shall be provided to meet extraordinary losses or emergencies, by apportioning such parts of the annual profits beyond 5 per cent on the paid up capital as may hereafter be agreed on.

15. That in the event of the loss of the guarantee fund and one fourth of the paid up capital it shall be in the power of any shareholder to dissolve the Company unless other shareholders think proper to continue the concern, in which case they shall pay the dissentient the then value of his or her shares, to be ascertained, in case of difference, by arbitration.

16. The Capital of the Company shall not in any case be invested in Foreign Loans, Mining Institutions, or Merchandise.

17. That a Deed of Settlement shall be prepared contain-

ing all necessary clauses for the protection of the proprietors, and giving the Company a lien upon the shares of any proprietor on whose responsibility the Directors may have felt themselves justified in making any advance.

18. That no transfer of shares shall be made before the Deed of Settlement is signed, nor until 12 calendar months after the same have been granted, unless under peculiar circumstances, nor at any time without the consent of a majority of the Directors present at any one of their Annual Meetings, or at a Special Meeting called for that purpose; and that in all cases the Company shall have a right of pre-emption of shares whenever the Directors shall consider the exercise of such a right beneficial to the concern.

19. That as this Company contemplates the establishment of Branch Banks in other places where promising openings may present themselves, and will be willing to negotiate with existing private Banks who may be inclined to merge their concerns in this Company, it is important that 1000 shares should be reserved for sale by the Directors, at such times and to such persons as in their judgment will best promote the interests of this institution.

*Plymouth, 5th October, 1831.*

At a Select Meeting of some of the principal Gentlemen, Merchants, Manufacturers, and Traders of Plymouth and Devonport, held this day at the Mechanics' Institute.

William France, Esq. in the Chair.

The above Prospectus having been discussed, modified, and approved of, subject to future reconsideration, and ample details having been given of the great success of similar institutions in various parts of the United Kingdom.

It was unanimously Resolved,

That the establishment of a Joint Stock Banking Company in Plymouth, with branches at Devonport and in the neighbouring towns where eligible openings may present themselves, promises, under good management, to be productive of great advantage to the community of this District, as well as to the shareholders.

That a Provisional Committee be now formed consisting of the following gentlemen, with power to add to their number, viz :

Messrs. France,  
Joseph Treffry,  
David Derry,  
George Fox,  
J. N. Tanner,  
Downe,  
W. Baron,  
W. H. Evens,

Messrs. Wm. Burnell, Jun'r,  
Thomas Adams,  
Rundell, } Devon-  
Hancock, } port,  
Ramsay, }  
John Moore, and  
Frederick Bone.

That the above Committee be empowered to revise the Prospectus, if they shall think it necessary—to receive and report on applications from persons wishing to take shares—to collect further information—to open negotiations with the partners of existing Banks who may be disposed to treat—and to report their proceedings to another meeting, to be called as soon as they may deem it expedient.

(Signed) WILLIAM FRANCE,  
*Chairman.*

At Meetings of the Provisional Committee, held on the 10th and 17th of October, the following gentlemen were added to their number, viz : Messrs. C. Tripe, Moses Jeffery, and James Gilbard, of Devonport, and William Stuart, of Plymouth.



**ABSTRACT**  
OF THE  
**CONSTITUTION AND OBJECTS**  
OF THE  
**Bank of Scotland.**

---

I. The Bank of Scotland is a Public National Establishment; erected and regulated by the Legislature alone, and expressly as a public bank in this kingdom; for the benefit of the nation and for the advancement of agriculture, commerce, and manufactures; and for other objects of public policy.

Wm. Parl. I. sec. 5.  
14 Geo. 3. chap. 32.  
24 Geo. 3. chap. 8.  
32 Geo. 3. chap. 25.  
34 Geo. 3. chap. 19.  
44 Geo. 3. chap. 23.

II. The statutory capital is at present one million and a half of pounds sterling. It is raised by voluntary subscription, and has been subscribed for. One million has been called for, and paid in.

44 Geo. 3. chap. 23.

III. Subscribers, if not under obligation to the bank, may at pleasure transfer their right. If under obligation to the bank, the obligation must be previously liquidated, or the proceeds of the sale, at a price to the satisfaction of the directors must be applied towards such liquidation. Transfers are made by a short assignment and acceptance thereof, both in a register appointed for that purpose. The expense besides the government stamp is eleven shillings.

Wm. Parl. I. sec. 5.

IV. Bank of Scotland Stock may be acquired in any portions by any person, community, or other lawful party whatsoever; without selection, exclusion, or limitation of numbers.

Wm. Parl. I. sec. 5.

V. Bank of Scotland Stock may be conveyed by latter Will, and if specially mentioned, without expense of confirmation. It cannot be arrested: The holders right may be adjudged. Dividends may be arrested.

Wm. Parl. I. sec. 5.  
44 Geo. 3. chap. 23.

VI. The Bank of Scotland is a public corporation by act of parliament. The Bank transactions are distinct from those of the stockholders; and theirs from those of the Bank.

Wm. Parl. I. sec. 5.

Wm. Parl. I, sec. 5.

VII. The establishment is expressly debarred from any other business than that of banking.

VIII. The management is vested by statute, in a governor, deputy governor, twelve ordinary and twelve extraordinary directors. They are chosen annually on the last Tuesday of March by the stockholders having £250 of stock or upwards. Those above £250 have a vote for every £250; to £5000 or 20 votes. No person can have more than 20 votes. The governor must hold at the least, £2000 of stock; the deputy governor £1500; and each director £750. They swear to be equal to all persons: and cannot hold any inferior office in the Bank.

IX. The executive part is conducted by a treasurer, secretary, and other public officers all sworn. Those having the official charge of cash find due security.

X. The board of directors sits for the general administration of the Bank, at the Bank's public head office, in Edinburgh. The local business of that district is also conducted at that office, for the local business in the other parts of the kingdom,—the Bank has its regular public offices in the principal towns.—At each of these offices, there is the bank agent or cashier, who gives the due security, and conducts the Bank's business for that district, in the manner after mentioned.—There is also the Bank's accountant for that office, who is appointed by the directors.

XI. The Bank takes in money at all its public offices, on deposits, receipts, or promissory notes, or on current deposit account. At the head office, drafts on London, or on any of the agencies, are given. At each agency, drafts on London, or on the head office are given. All these documents are on the Bank's check, and sealed with the Bank's seal. They bear in words to be "For the Bank of Scotland," or "For the Governor and Company of the Bank of Scotland."—These documents are signed, if at Edinburgh, by the treasurer, and countersigned by the principal accountant; if at any agency, they must be signed by the Bank's agent as agent, and countersigned by the Bank's accountant

Wm. Parl. 1. sec. 5.

Wm. Parl. 1. sec. 5.  
14 Geo. 3. chap. 32.  
44 Geo. 3. chap. 23:

Wm. Parl. 1. sec. 5.

Wm. Parl. 1. sec. 5.

for that agency, otherwise they infer no obligation on the banks.

Resolution of Court.  
28th Feb'y 1793,

XII. Bills on London, Edinburgh, or any town where the Bank has its official correspondents, are discounted and purchased at all the Bank's public offices. The Bank's agents judge in ordinary cases of the bills presented, so that parties meet with no delay, The Bank does not sell at any of its offices the bills which it has discounted and purchased. Its agents cannot endorse its bills, unless officially to the treasurer.

Resolution of Court  
23rd Feb'y 1789.

XIII. Government stock and other public funds transferable in London, may be purchased, or sold, and dividends thereon may be received through the Bank.

XIV. The Bank gives credit on cash accounts at any of its offices, on bond with security. This security may be personal obligants conjunctly and severally ; or Bank of Scotland stock, or both ; or such other security as may be specially agreed on. Applications for cash accounts are given in to the office where the cash accounts are granted, and must specify the credit desired, and the security proposed, and the individual partners, where co-partners are proposed. Cash accounts are granted by the directors only, and are not recalled unless by their special authority. It is understood that these credits are not used as dead loans, to produce interest only. In the fair course of business, the advantage of the Bank is consulted by an active circulation of its notes and by frequent re-payments to it in a way least affecting that circulation.

Resolution of Court,  
23rd Feb'y 1789.

XV. The Bank's dividend of profits has for some time been nine and a half per cent. per annum, on that part of its capital stock, or one million of pounds sterling paid in.— The dividends are paid regularly twice a year, without expense. They may be drawn either at the Bank's head office, or at any of its other offices, as most agreeable to the stockholder.

Published by order of the Court  
of Directors.  
Reprinted 6th November, 1818. }

Ist. *Contract of the Commercial Banking Company in Aberdeen.*

We, the persons after named and designated, and hereunto subscribing, in consideration of the mutual trust and confidence we repose in one another HAVE UNITED, and do by these presents UNITE and JOIN ourselves into a Society or Company, for carrying on in Aberdeen a joint trade and business of BANKING, by issuing Notes of hand, payable at our office in Aberdeen lending money on cash accounts, bills, or other securities, purchasing bills of exchange, discounting inland bills or notes, and negotiating and transacting all matters and things, connected with or dependent on the said business of Banking, all under the firm, name, and designation of "THE COMMERCIAL BANKING COMPANY," and that for the full space and term of NINETEEN years from and after this twenty-fifth day of September, in this present year, one thousand seven hundred and eighty-eight, which is hereby declared to be the time of commencement of this Partnership. And toward establishing a stock or capital for carrying on that business, we do each of us severally for our own parts BIND and OBLIGE ourselves, our heirs, executors, and successors whatsoever, to contribute and pay the respective sums of money under written, in manner after-directed, viz: John Abercrombie, Junior, Merchant, and present Provost of Aberdeen, two thousand pounds; Francis Leys, of Glasgow forest, Merchant in Aberdeen, two thousand pounds; William Young, Merchant in Aberdeen, two thousand pounds; William Forbes, Merchant in Aberdeen, two thousand pounds; James Young, Merchant in Aberdeen, two thousand pounds; Alex. Brebner, younger, of Lairnie, Merchant in Aberdeen, two thousand pounds; Alexander Martin, of Nellfield, two thousand pounds; James Hadden, Merchant in Aberdeen, four thousand pounds; and Thomas Leys, younger, of Glasgow forest, Merchant in Aberdeen, four thousand pounds, all Sterling money; which several sums, making in whole twenty-two thousand pounds Sterling, we hereby declare to be at present the Capital Stock intended by us for carrying on and prosecuting the foresaid business of Banking; but which Capital Stock may be increased and augmented, if found necessary, in manner hereinafter specified.—During which space of nineteen years, at least so long as the said Company shall subsist undissolved, in terms of article eighteenth, hereinafter inserted, WE, the said parties BIND and OBLIGE ourselves, our heirs, executors and successors, mutually, severally, and respectively, to comply with, perform, and fulfil, the following conditions, regulations and declarations, viz:

*First.*—That each Capital Share of the said Co-partnery Stock shall be two thousand pounds Sterling, and no partner shall be allowed to hold more than one share, (except the saids James

Hadden and Thomas Leys, who are to hold two shares each until the execution of the transfers aforementioned,) and that the several shares shall be held by individuals only, and not in the name of any Company. Such partners as hold two thousand pounds of the Stock of the Company shall be entitled to vote and act in the ordinary and occasional meetings of the partners, as well as in the general meetings, they shall be denominated acting partners, and never reduced to a lesser number than nine, or if reduced, new ones sufficient to make up that number shall be admitted in manner aftermentioned. The whole business shall be carried on under their immediate superintendence, and any three of them shall be a quorum; but no partner holding less than two thousand pounds of the Capital Stock shall be entitled to act in the ordinary administration of the business, or vote at any meeting, except at the general meetings as hereafter provided for, and they shall be denominated acceding partners.

*Second.*—Each partner hereby becomes bound to pay into the hands of the Cashier for the Company, his share of the Capital Stock, at such times, and by such proportions, as a majority of the acting partners shall direct, by an order to be made and entered in the Company's sederunt book, with one-fifth part more of each sum so appointed to be paid in name of penalty, in case of failure and legal interest of the said sums from the times appointed for the payment. until the actual payment thereof such order being always intimated by the Cashier for the time within three days of its date, to each partner, by a missive letter subscribed by him; and if any partner shall fail to make payment of the sums to be called for in manner above mentioned, within thirty days after the day fixed for payment, with legal interest from the day so fixed, then it shall be in the power of a majority of the acting partners, either to do diligence for the sum appointed to be paid, or otherwise in their opinion to declare by a minute to be made and signed in their sederunt book, that the partner so failing to pay has forfeited his interest in the Company, and from thenceforth he shall not be considered as a member of it, the Company in that case paying to him the sums standing at his credit, at the last balance in the Company's books, if any balance has then taken place, or if no balance has taken place, repaying to him what part of his share of the Capital Stock may have been contributed and paid in by him, with deduction always of such sums as he may be indebted to the Company, and also of an adequate consideration for the expense of ingathering and insuring the outstanding debts of the Company; it being understood and hereby declared, that the Company shall not be obliged in such case to call in their notes in circulation, or to give the party so failing any allowance for such of their notes as may be lost, and that he shall, upon receiving such payment, be bound to execute and de-

liver to the Company a formal discharge and renunciation of his interest in the partnership.

*Third.*—That it shall be in the power of two-thirds of the acting partners, at any time during the first five years from the commencement of the present contract, to increase the Capital Stock of the Company to thirty-two thousand pounds, by admitting other parties to hold fractional shares not exceeding one thousand pounds Sterling each. That these partners shall be denominated acceding partners; they shall be bound by a separate contract or deed of accession to the present contract, to comply with, and perform the whole conditions of this contract, and they shall be entitled to a share of the profits, and shall suffer losses in proportion to their interest in the Stock, but shall not be entitled to act in the ordinary administration of the business, or vote at any meeting, except the general meetings hereinafter provided for.

*Fourth.*—If it shall be found expedient in prosecution of the business, still further to increase the Capital Stock, it shall be in the power and option of partners holding two thirds of the Capital Stock of the Company at the time, to add to the same at the expiry of every five years during the subsistence of this contract the sum of four thousand pounds sterling, by admitting as many partners as will be sufficient to raise the same, in shares of two thousand pounds sterling each, or such lesser shares as may be agreed on, under the conditions and restrictions mentioned in the preceding article; but no addition whatever is to be made either to the Capital Stock of the Company, or to the number of partners, without the express concurrence and consent of the proprietors of two thirds of the Stock at the time, in writing, entered in the sederant book of the Company.

*Fifth.*—That the Stock of each partner of the said Company shall in the first place be subject to the debts due by him to the Company, and to such claims as may be competent to them against him, which shall be preferable thereon to every other claim, and this preference shall not be disappointed by any Deed of his or diligence whatsoever.

*Sixth.*—That no share in the partnership hereby contracted shall be attachable by arrestment, sequestration, or other legal diligence, so as to vest such share in the person of any creditor, but that in the event of diligence being used for attaching any share in it, the Company shall only be obliged to pay to the creditor or creditors using such diligence, the sums standing at the credit of the partner against whom the diligence has been used at the date of the balance of the Company's books immediately preceding, with legal interest from and after the date of such balance, with the deductions and under the conditions and declaration specified in article

second ; providing always, that the Company shall only be liable for interest on the value of such share for six months after an arrestment is used, or a sequestration is intimated, and no longer.

*Seventh.*—If any partner of the Company shall by any Deed under his hand, nominate the person whom he shall intend for his successor in his share of this partnership, and shall in his life time deliver in such nomination to the Company, and obtain the nominee approved of by two thirds of the acting partners of the Company, and their approbation entered in the sederunt book, the person so named shall, on the death of the partner naming him, be entitled to be received as partner in his place ; and if any partner after having made a nomination, and got the same approved of as above, shall think fit to alter it, and name another person for his successor in his share, he shall be at liberty so to do, and in case the Deed containing such alteration shall be given in to the Company, and the new nominee approved of as above, such new nominee shall be entitled on the death of the partner naming him, to be received as a partner in his place, but not otherwise, it being always in the power of the partner making such nominations to revoke the same altogether, at any time during his life, but in case no such nomination shall be made, approved of, or being made shall be revoked, the heirs at law or representatives of the partner deceasing shall only be entitled to receive from the Company the value of the defunct's share as the same shall stand ascertained by the balance of the company's books immediately preceding the decease of such partner, to be paid at the expiry of six months after the decease of the partner, with the legal interest thereof from and after the date of said balance until payment, if uplifted, within six months from the day it becomes payable ; and the company shall be obliged to pay the same accordingly, but with the deductions always and under the condition and declaration mentioned in article second, providing always, that the company shall not be liable for interest on the value of said share for any longer space than six months after the same shall become payable in terms of this article, and in this case it shall, on the death of such partner, be in the power of partners holding two thirds of the stock (notwithstanding of any provision which may be herein contained against the admission of new partners) to accept of and assume a new partner in the room of the partner deceased, who shall be thereupon vested with the same privileges and powers as the deceased partner was.

*Eighth.*—That although by their contract the said James Hadden and Thomas Leys hold each of them two shares of the original capital stock yet each of them shall be bound to transfer one of these shares to such persons as the majority of the acting partners shall direct, and that within one month after being required so to do, by a minute to be made and entered in the sederunt book of the company, and intimated to them ; they at making such transfers,

receiving from the persons in whose favours the same are made respectively, the value thereof, and on such transfers being made, the persons receiving the same shall become partners of the company and be entitled to the same powers and privileges as the other partners thereto, and shall on the other hand, by acceptance of such transfer, be effectually subjected to the whole conditions, rules, and regulations of this contract, and bye-laws made and to be made by the company alike as if they had been original parties hereto, and shall sign a formal deed on stamped paper, subjecting themselves accordingly, and obliging themselves to comply with the whole article of this contract, but it shall not be in the power of the said James Hadden or Thomas Leys to transfer their other share, nor in the power of any other partner to transfer his share or interest in the said co-partnership, without the consent of at least two thirds of the acting partners obtained and entered in the sederunt book; the transfers by the said James Hadden and Thomas Leys, allowed as above shall be made to different persons, and after they are made neither the said James Hadden nor Thomas Leys shall be entitled to hold more than one full or capital share of the company's stock, being two thousand pounds sterling, nor to more than one vote in the management of their affairs; and no other partner shall at any time be entitled to hold more than one such full share.

*Ninth.*—That all the parties to this contract and every person who shall, at any period during the subsistence of the same, become a partner in the business, shall be bound severally to promote and advance the interest and advantage thereof; and if in any event during the subsistence of this contract, they or any of them while they are partners of this company, shall be concerned directly or indirectly in any other banking company or branch thereof, in Aberdeen, or within fifty miles thereof, they shall *ipso facto* forfeit to the other partners of the said commercial banking company such share as they may at that time hold in the company, to be disposed of for behoof of the company in such manner as the partners holding two-thirds of the stock shall direct.

*Tenth.*—That for the superintendence and proper management of the business, the acting partners shall meet as often as there shall be occasion; three of them shall be a quorum; and at all these ordinary meetings a preses shall be chosen, who, in case of difference of opinion and equality of votes, shall be entitled to a casting vote, besides a deliberative one; the proceedings shall be determined by a majority of votes of the partners present, except when any of these cases occur for which it is otherwise provided by this contract;—and it shall be in the power of the acting partners, upon any emergency, on such previous notice as the case may admit, to call general meetings of the whole partners; and these meetings are to be conducted in the same manner as the annual general meetings.



*Eleventh.*—Within five days after signing of this contract the whole parties hereto are to meet and are to elect a Cashier of known abilities and good character; his duty shall be, under the superintendance of the acting partners, to re-receive all money payable to the Company, and to make such payments as shall fall to be made by them; to draw bills of exchange, and sign prommissory notes and bills, grant receipts for payments made on cash accounts or otherwise, and sign and execute on behalf of the Company such other necessary deeds or writings as the business may require, and to conduct such other business of the Company as shall be allotted to him by the partners:—he shall be bound, at his admission to find caution to the satisfaction of the Company for his intromissions, and the due, honest, and faithful discharge of his office, to an extent not less than five thousand pounds, sterling; and he shall receive for his trouble such salary as shall be agreed on:—and in order the more to interest him in the success of the Company, it shall be in the power of a majority of the acting partners to assign to him a full or fractional adjected share in the partnership, as they shall judge proper; he always paying in to the stock such sum as shall correspond to the share thereof to be allotted to him. Upon his ceasing to be Cashier, he shall also cease to be a partner, but shall be entitled thereupon to receive the value of his share in the same manner as is provided for in the case of a partner deceasing. They shall, at the same time, and in the same manner, elect an Accountant of known abilities and good character, whose business shall be to keep the books of the Company, to make calculations, and to do such other pieces of business as shall be allotted to him by the acting partners, or by the Cashier:—he shall be bound, at his admission, to find security for the due and faithful discharge of his office to an extent not less than five hundred pounds sterling; and he shall receive such salary as shall be agreed on. Both the Cashier and Accountant shall be bound to employ their whole skill and attention in the concerns of the Company; and an extract from the Company's books shall be held a sufficient foundation for a charge for payment of such sum as may be found due by either of them to the Company—they shall not take any concern, directly or indirectly, in any other business; and if they do, the person so doing shall not only forfeit his office, but also the sum of fifty pounds sterling of penalty to the Company—they shall be bound not to quit nor give up their respective offices, without premonition of at least six months, to be made in due form to the acting partner; and he shall at their admission sign a minute in the books of the Company to these purposes.

*Twelfth.*—That the whole transactions and business of the Company shall be fully, fairly, and regularly entered and kept in a set of regular and distinct books, which shall be filled up, posted, and brought to a just and true balance upon the first day of October in every year, (or if that shall happen to be on a Sunday, on the next

lawful day thereafter); and these books, when so balanced, shall be attested and signed by the partners, and when so signed by the partners holding more than one half of the stock, shall be probative and binding on the whole partners of the Company, and shall be patent and open to the inspection of the partners of every denomination. That a sederunt book shall also be kept, in which shall be engrossed the whole orders and proceedings both of the acting partners and of the general meetings, together with such by-laws and regulations as shall be made concerning the management of the business—and these minutes shall be signed by the preses of each meeting, and shall, when so signed, be binding on the whole partners, providing they are not inconsistent with, or subversive of, any of the articles of this contract.

*Thirteenth.*—That the books of the Company shall be kept in the custody, and under the direction of the Cashier, upon an inventory; and the inventory, with the securities and deeds of importance belonging to the Company, and such cash or notes as the acting partners of the Company may judge unnecessary for the immediate demands of the business, shall be lodged in a repository to be kept for that purpose, under three separate locks; the keys of one of these locks is to be kept by the Cashier, and the others by two of the acting partners by turns. The books, cash, and writings belonging to the Company shall remain and be kept in their office, and shall not be removed therefrom but by order of two-thirds of the acting partners, entered in the sederunt book of the Company.

*Fourteenth.*—That the whole business shall be conducted and carried on under the firm of "THE COMMERCIAL BANKING COMPANY IN ABERDEEN," and all promissory notes, bonds, bills, contracts, and other writings necessary in the course of the business, shall be signed by the Cashier for the time, or by some one or more of the acting partners (as shall be appointed by the resolutions of the general meetings, entered in the sederunt books) for account and on behalf of the said Commercial Banking Company, and all promissory notes, bonds, bills, contracts, and other writings to be signed, shall be binding on the whole partners, as effectually as if every individual partner had signed, or granted special powers for signing every one of them; and the partners hereby dispense with and renounce all exceptions or objections which in law may or can be offered against any notes, bills, bonds, or other writings, to be so signed and issued, and oblige themselves to relieve the Cashier or other persons so subscribing them of the same, but no partner, unless authorised as above, shall be entitled to sign any deed or writing to be binding on the Company; and if he shall notwithstanding do so, he shall forfeit to the other partners his interest in the partnership.

*Fifteenth.*—That it shall be in the power of two-thirds of the acting partners, at any time during the subsistence of this con-

tract, to purchase stock in the public funds in Great Britain, to such extent as they may judge proper, with such funds of the Company as may not be reckoned necessary for the immediate uses thereof.

*Sixteenth.*—That within thirty days after the date of every annual balance of the books, a general meeting of the whole partners of the Company shall be held at the Company's Office. The day and hour for this meeting shall be appointed by the acting partners and the members shall be called by a missive letter, signed by the Cashier, and directed and forwarded to each partner, at least eight days preceding the day fixed for the meeting. That the proprietors of every denomination shall have a title to attend it, and vote—that partners holding more than one half of the stock of the Company, attending, shall be sufficient for the despatch of the business of the meeting—that a preses shall be chosen, and this and every other question coming before the meeting shall be determined by the majority of the meeting, reckoning by the extent of stock (except in those points or cases for which provision to the contrary is hereby made) and, in case of an equality, the voice of the preses shall be decisive. The general meeting so constituted shall have power to examine the state and order of the books, the conduct of the partners who acted in the management for the year immediately preceding, and of the Cashier, Accountant and other officers of the Company, the division or other application of the profits; to consider of and determine relative to the admission of additional partners; the prorogating the term of endurance of this contract, or the dissolving of the partnership, and winding up its affairs—to ascertain and fix a premium for the ingathering and insuring the outstanding debts of the Company, which, when so fixed, shall be the rule in settling for shares falling during the subsequent year—to appoint a Cashier, Accountant, or other officers for the succeeding year; and, in general to take under their consideration the whole business of the company, and to establish such rules and regulations as they shall think fit, for the future management of the business, provided the same be not repugnant to, or inconsistent with, the original articles of this contract.

*Seventeenth.*—That the profits arising from the business are to be divided among the partners in proportion to the share and interest which each of them has in the capital stock at the time; no part of the profits, however, shall be divided during the first five years, except by the appointment of partners, holding at least three-fourth parts of the stock of the company; but after the expiry of the first five years, it shall be in the power of any number of partners holding more than one half of the stock of the company to order such dividends as upon a balance of the company's books may appear to them expedient. The losses on the business, if any happen, are on the other hand to be sus-

tained and bore by the partners in proportion to the stock they hold, and they oblige themselves severally to relieve each other of such proportion of loss accordingly.

*Eighteenth.*—That notwithstanding it is stipulated by this contract, that the partnership shall endure for nineteen years, yet it shall be in the power of partners holding two-thirds of the stock for the time, to dissolve the partnership at the end of the first eleven years, provided a resolution to that effect shall be entered by them in the sederunt book of the company, at least twelve months previous to that period, but not otherwise.

*Nineteenth.*—That on the dissolution of the company by such resolution, or by the expiry of the foresaid nineteen years, the general meeting shall have power and be obliged to authorize proper persons, who shall, with all convenient diligence levy the whole debts due to the company, turn their estates and effects into cash, apply the nett proceeds thereof, (after deducting the expense of management) in the first place towards extinction of the debts due by the company, and divide the residue among the partners according to their respective shares and interest therein. In case any of the debts owing to the company, and effects belonging to them, shall happen to be outstanding at the expiration of twelve months from the dissolution of the partnership, then and in that case they shall be disposed of, as the partners holding more than one-half of the stock may direct.

*Twentieth.*—That if any two or more of the partners of the company shall be disposed to continue the business for any number of years after the expiry of the foresaid nineteen years, it shall be competent to and in the power of such partners to call a general meeting of the company at any time during the eighteenth year of this contract, upon a month's previous notice; and at the meeting so called each partner shall certify and declare, whether he means to continue the business on the footing of this contract, or to wind up the business and put a period to the same; and if any of the partners shall neglect so to do, and shall not within sixty days after said meeting intimate, by letter to the cashier for the company at the time, their resolution to continue the business, and prorogate the contract, it shall be in the power of the other partners holding more than one-half of the stock to prorogate the present contract, or to enter into a new one, upon such terms as they shall think proper; and the partner or partners who shall not agree to prorogate the contract or enter into the new one, shall be obliged to accept from the other partners either prorogating or of new contracting, as said is, of the sum or sums of money which shall stand at his or their credit, at the final adjustment of the business of this con-

tract, under the deductions, and with the conditions and declarations specified in article second, in full satisfaction of every claim or demand which he or they can in any way make upon the other partners.

*Twenty-first.*—That if any partner shall dispose of and transfer his share or interest in the Company, agreeable to the terms of this contract, the Company shall be bound and obliged to free and relieve the seller of all their debts, deeds, and contractions, which shall be incurred posterior to the actual transfer in the Company's books; and such debts, deeds, and contractions, are thereafter to affect the purchaser only, and he shall be bound therefor, in the same manner the seller was; and in case of a prorogation or renewal of this contract taking place in manner before mentioned, all such partners as shall not incline to be included in the prorogation or new contract, shall be entitled to be freed or relieved of the whole consequences of the obligations incumbent on them by this contract; and the partners, who shall prorogue, or of new contract, do in that case hereby bind and oblige themselves to free and relieve such retiring partners accordingly. And it is understood and declared that such retiring partners in both cases are to hold themselves satisfied with this obligation, and shall not be entitled to insist upon the Company to call in their notes or retire their bonds or bills.

*Twenty-second.*—That as time and experience may point out various regulations which might with advantage be adopted in the management of the foresaid business the partners assembled at their general meetings, as before provided for, shall have power to make such regulations or bye-laws for the management of the concerns of the Company as they shall judge expedient, provided the same be not repugnant to the fundamental articles of this contract, or inconsistent with the terms thereof; and these regulations or bye-laws being duly recorded in their sederunt-book, and signed in their presence by their preses, and at least five of the acting partners present at such meeting, shall be equally binding as if the same had been inserted in this contract, until the same are altered or repealed by a subsequent general meeting; declaring always, that the articles of this present contract are not to be varied or altered by any such regulations, but are all and each of them to remain unalterable by the present or any future partners.

*Twenty-third.*—That an extract of this contract with an extract of the appointment of the cashier, and an extract under the hand of the cashier and accountant, of any minute, order, and resolution of any general meeting of the partners, or of any meeting of the acting partners for the time, shall be a sufficient

ground and warrant for diligence, by horning or otherwise, in terms of the clause of registration after inserted at the instance of the cashier of the Company for payment of the several shares of stock, or of such parts thereof as shall be called for from time to time, and for implement of all and each of the articles contained in this contract.

*Lastly.*—The whole parties hereto by these presents bind and oblige themselves severally each to the other, honestly, truly, and faithfully, to perform their respective parts of the premises to one another, under the penalty of one hundred pounds sterling, to be paid by the party failing to the party performing or willing to perform, over and above performance.—And they consent to the registration of this present contract in the Books of Council and Session in Scotland, or any other competent record, to have the strength of a decree, that letters of horning on six days charge, and all other execution necessary, may pass and be directed thereon in the usual form, for which purpose they constitute

\_\_\_\_\_, their procurators.

In witness whereof, these presents, wrote by James Thomson, Advocate in Aberdeen, upon this and the twelve preceding pages of these four sheets of stamped paper are subscribed by the said parties at Aberdeen, the said twenty-fifth day of September in the year one thousand seven hundred and eighty-eight, before these witnesses, Alexander Hadden, Merchant in Aberdeen; Alexander Chivas, Clerk to the said William Forbes, and the said James Thomson (Signed) Jo Abercrombie, junior, Francis Leys, W. Young, William Forbes, James Young, A. Brebner, Alexander Martin, James Hadden, Thomas Leys. Alexander Hadden, witness; Alexander Chivas, witness; Ia. Thomson, witness.

[The above Contract was registered in the Books of Council and Session the 25th of October, 1788.]

#### LIST OF ADDITIONAL PARTNERS TO THE COMMERCIAL BANKING COMPANY IN ABERDEEN.

|   | Amount of<br>Shares. |
|---|----------------------|
| Walter Sime, Collector of the Customs, Aberdeen,<br>in room of the late Francis Leys, . . . . . | £2,000               |

#### ACCEDING PARTNERS.

|  |       |
|--|-------|
| Patrick Morrison, Manufacturer in Aberdeen, . . . . .    | £ 250 |
| John Bruce, Manufacturer in Aberdeen, . . . . .          | 250   |
| Alexander Dyce, Merchant, his Representatives, . . . . . | 500   |
| Andrew Paterson, sen'r, Merchant in Huntley, . . . . .   | 250   |
| Alexander Cuthbertson, Merchant in Aberdeen, . . . . .   | 250   |

|   |       |
|---|-------|
| John Hapden, Merchant in Fottingham,.....       | 1,000 |
| James McPherson, Merchant in Aberdeen,.....     | 1,000 |
| Alexander Gamnack, Farmer at Coburty,.....      | 250   |
| James Harper, Mason in Aberdeen,.....           | 250   |
| Charles Farquharson, Merchant in Aberdeen,..... | 500   |

**Second Contract of Prerogation**  
OF THE  
**Commercial Banking Company**  
IN  
**ABERDEEN.**



We the parties after named and designed and hereunto subscribing, being the whole constituted members & co-partners of the Commercial Banking Company in Aberdeen, considering that by sundry transactions and transfers since its original establishment in the year one thousand seven hundred and eighty eight, the stock of the said company consists at present of ten full shares, belonging equally to John Abercrombie Junior, William Young, William Forbes, James Young, Junior, Alexander Brebner of Lairney, Alex. Martin, of Nellfield, James Madden, Thos. Leys, of Glasgo Forest, George More of Raeden, and Alexander More, all Merchants in Aberdeen, and of eleven unequal fractional shares, belonging to Patrick Morison, Manufacturer in Gilcomston, John Hadden Merchant in Nottingham, Alex. Gamack, Farmer, in Corberty, James Harper Mason, in Aberdeen, Chas. Farquharson, Merchant in Aberdeen, Jas. Arbuthnot and Thos. Arbuthnot, Merchants in Peterhead, George Hogarth, Merchant in Aberdeen, Alexander Midler, Merchant there, Alexander Chivas, Cashier to the said Banking Company, and James Macpherson, Manufacturer in Aberdeen, the extent and value of all which shares are stated in the Books of the said Company. And considering, that by the original contract of co-partnership of the said company, dated the twenty-fifth day of September, and recorded in the books of Council and Session the twenty-fifth day of October, both in the year one thousand seven hundred and eighty-eight, and which expires the twenty-fifth day of September current, it is, inter alia, declared, that it should be competent to, and in the power of any two or more of the partners, to call a general meeting of the Company, at any time during the

eighteenth year thereof, upon a months previous notice ; and that at the meeting so called, each partner should certify and declare, whether he meant to continue or to wind up the business, and in the event of any of the partners neglecting so to do, or not intimating within sixty days after said meeting, by letter to the Cashier for the company at the time, his resolution to continue the business, it was provided, that it should be in the power of the other partners holding more than one half the stock, to prorogate the said contract, or to enter into a new one ; and that the partner or partners who should not agree to prorogate the contract, or enter into a new one, should be obliged to accept from the other partners either prorogating, or of new contracting as said is, of the sum or sums of money which should stand at his or their credit, at the final adjustment of the business of the said contract, with the deductions, and under the conditions and declarations specified in the second article thereof, in full satisfaction of every claim and demand which he or they could in any way make upon the other partners, as in and by the said contract itself more fully will appear. As also considering that a general meeting of the said company having been called and held upon the twenty-second day of August last year, for the purpose of certifying, in terms of the clause above recited the whole partners then present, did certify and declare their option to prorogate the said contract for the space of nineteen years, under the condition therein contained, and that by letters addressed to the Cashier of the company, all the partners who were not present at the said meeting, did, within the space of sixty days, limited by the said contract, intimate their resolution to continue the business.— And seeing that we are now resolved to carry our said intentions into execution, therefore, we do hereby actually prorogate the term of endurance of our said contract for the further space of nineteen years from and after the said twenty-fifth day of September in the year one thousand eight hundred and seven, and bind and oblige ourselves, our heirs, executors, and successors, mutually, severally and respectively, to comply with, perform and fulfill the whole obligations, conditions, regulations and declarations, specified and contained in our said contract, and herein held as repeated, and of new engrossed. As also the whole bye-laws and regulations engrossed in the company's sederunt book, or to be hereafter engrossed therein, agreeably to the clause to that effect in the said contract of co-partnery ; all which shall be equally valid, effectual and binding, upon us and our foresaids, and all concerned, in every particular, during the foresaid prorogated space of nineteen years, as at present, declaring, that the foresaid business shall continue to be carried on by us under the foresaid firm and designation of the Commercial Banking Company in Aberdeen, & that partners holding more than one half of the stock shall have full power, during the eighteenth year of the said prorogated space, again to prorogate the said original contract for such further space or number of years as they shall think proper, in terms of the twentieth clause thereof, above recited. Provided always as it is hereby specially provided



and declared, that notwithstanding it is before stipulated, that the partnership shall endure for the aforesaid prorogated space of nineteen years, yet it shall be in the power of partners holding two thirds of the stock for the time, to dissolve the partnership at the end of the first three, seven or eleven years, provided a resolution to that effect shall be entered by them in the sederunt book of the company, at least six months previous to the expiry of either of these periods, but not otherwise. And for the more security, we consent to the registration hereof in the books of Council and Session, or others competent, for preservation, and if needful, that letters of horning, on a single charge of six days, and all other execution necessary may pass hereon, on the said original contract, in form as effairs, for which purpose we constitute \_\_\_\_\_

our procurators: In witness whereof, these presents, written on this sheet of paper, denoting a stamp duty of one pound nine shillings sterling, are subscribed by us as follows, viz. say, these presents, written by David Hutcheon, Advocate in Aberdeen, on this and the preceding page of stamped paper, are subscribed by us on both pages, as follows, viz. by us the said John Abercrombie Junior, William Young, William Forbes, James Young Junior, Alexander Brebner, Alexander Martin, James Hadden, Thomas Leys, George More, Alexander More, Patrick Morison, James Harper, Charles Farquharson, George Hogarth, Alexander Midler, Alexander Chivas, and James Macpherson, at Aberdeen the first day of September in the year one thousand eight hundred and seven, before witness, George Dawson and Peter Mathews, both tellers to the said Bank Company (the word eighty being the last word except one of the third line from the top of the first page, being written on an erasure by the said David Hutcheson before signing) by us the said Thomas Arbuthnot, James Arbuthnot and Alexander Gamack, at Peterhead, the seventh day of the said month of September; in the year eighteen hundred and seven, before witnesses, Geo. Arbuthnot and Robert Arbuthnot, both Merchants in Peterhead, and by me the said John Hadden at Nottingham, the twenty second day of September in the year one thousand eight hundred and seven, before witnesses, William Dunlop and Nathaniel Burton, both Warehousemen in Nottingham, the place and date of signing by the said John Hadden, and the names and designations of the witnesses to his subscription, being inserted by himself (signed) Alexander Martin, Thomas Leys, A. Brebner, Alex. Chivas, James Hadden, Geo. More, Alex. More, James Young Junior, James Harper, Alex. Midler, Chas. Farquharson, William Forbes, Patrick Morison, W. Young, John Abercrombie, Geo. Hogarth, James Macpherson, Thomas Arbuthnot, James Arbuthnot, Alexander Gamack, John Hadden, Geo. Dawson, witness P. Matthew, witness Geo. Arbuthnot, witness Robert Arbuthnot, witness William Dunlop, witness Nathaniel Burton, witness.

## Third Contract

RESCINDING SUNDRY ARTICLES AND ESTABLISHING CERTAIN  
NEW REGULATIONS AMONG THE PARTNERS OF THE

## Commercial Banking Company

OF

ABERDEEN.

We, the parties after-named and designed, and by ourselves or proxies hereunto subscribing being the whole constituent members and copartners of the Commercial Banking Company in Aberdeen, considering that by sundry transactions and transfers since the original establishment, in the year one thousand seven hundred and eighty-eight, the stock of the said Company now consists of five full shares belonging equally to us, William Forbes, of Echt, Merchant in Aberdeen, Alexander Brebner, formerly of Learney, now of Glasgow Forest, Merchant there, Robert Abercrombie, Merchant there, James Young, late Merchant in Aberdeen, now in Rotterdam, and William Innes, late Merchant in London, now of Raemoir, and of eight unequal fractional shares, belonging to us Hugh Lumsden, of Pitcaple, Advocate, George Hogarth, of Marshall Meadows, Merchant in Aberdeen, James Arbuthnot, of Dens, Merchant in Peterhead, Alexander Chivas, Cashier to the said Banking Company, Patrick Morison, late Manufacturer in Gilcumston, now in Aberdeen, James Harper, Mason, in Aberdeen, Alexander Gamack, Farmer at Coburty, and Robert Walker, manufacturer, in Aberdeen, the extent and value of all which shares are stated in the books of the said Company, AND SEEING that upon our revising and deliberately considering the original contract of co-partnership of the said company, dated the twenty-fifth day of September, and recorded in the Books of Council and Session the twenty-fifth day of October, both in the year one thousand seven hundred and eighty-eight, and which was prorogated by the partners of the said Company for the space of nineteen years, from the twenty-fifth day of September, one thousand eight hundred and seven, by deed of prorogation dated the first, seventh, and twenty-second days of September, and recorded in the books of Council and Session, the twenty-ninth day of October, in the year last mentioned, we have found it necessary, for enabling us to carry on the business of the said co-partnership with more advantage and effect, to make certain additions to, and alterations on our

said contract; & have accordingly resolved to rescind and annul the first article thereof, relating to the the shares of the acting partners, and that management of the concern; the third & fourth articles relative to acceding partners and increase of the capital stock; the eighth article regarding the transfer of shares; the seventeenth article relative to the division of profits, and the manner in which losses were to be sustained by the partners; and the twenty-second article, with respect to the power of making bye-laws for the better management of the concerns of the Company, Therefore we do hereby **RESCIND** the said first, third, fourth, eighth, seventeenth and twenty-second articles of the said Contract; and declare the same to be "henceforth void and null, and of no force, strength or effect whatever, as to any future proceedings or transactions of the Company, and in lieu and place thereof, we do hereby substitute the following articles, rules, regulations, and conditions, and bind and oblige ourselves, and our respective heirs, executors and successors, faithfully to observe, implement and fulfil the same, viz. :—**PRIMO**, That the capital stock of the Company may during the prorogated space to run the said contract, be increased as opportunity offers, but so as not to exceed the amount altogether of **ONE HUNDRED THOUSAND POUNDS, STERLING**; each capital share of the said stock shall be **ONE THOUSAND POUNDS, STERLING**, and no partner shall be allowed to hold more than eight shares; and the several shares shall be held by individuals only, and not in name of any company. All the concerns of the partnership, shall, unless otherwise provided for by this deed, or by the original contract, be managed by a committee of seven, consisting of partners, holding each four thousand pounds of stock, who have their residence in the town or county of Aberdeen, or if out of the County, not more than twenty-five miles distant from the Bank, and who shall be denominated Acting Partners. But if there happen at any time to be more than seven partners holding, each, stock to that amount, resident as aforesaid, then the said Committee shall be chosen annually by and from among these partners, the election shall be at a meeting to be held on the first Tuesday of October each year, and shall be determined by ballot: But in case of a vacancy at any time in the Committee by death, transfer, removal from Aberdeen or the vicinity thereof before-mentioned or otherwise, the same shall be filled up by the whole of the partners holding each stock of the foresaid amount at any of the ordinary weekly meetings; notice of the election being always given to each of the said partners in writing, and being also duly entered in the sederunt book at the preceding meeting. If on the other hand, there should happen at any time not to be seven partners holding stock each to the amount of four thousand pounds, and who have their residence in Aberdeen or the neighbourhood as aforesaid, one or more Partners holding

less than that amount, each, shall be chosen to make up the number by such of the partners of the Company as shall be present at a meeting to be called for that purpose, previous notice of such meeting being always given by letter to each partner of the Company, at least three weeks before the time appointed for its being held, and the Election shall be determined by the votes of such partners assembled at the meeting, as hold a majority in value of the Stock belonging to those present, provided that no partners vote shall be counted for more than four thousand pounds. And it is hereby declared, that until the vacancy is filled up, the remaining acting Partners shall have the same powers of management, as if the Committee consisted of seven in number provided that no undue delay occurs in calling the Partners together to make a new election to supply such vacancies respectively: And **PROVIDED ALSO**, as it is hereby **PROVIDED AND DECLARED** that at every annual general meeting, when there are fewer than seven partners, holding each four thousand pounds of Stock, entitled to be acting partners, one or more partners holding less than that amount of Stock shall then be chosen agreeably to the rules above written, with regard to the election of such Partners. But any Partner chosen as above, shall only have right to officiate as an acting Partner until the next annual general meeting after his election; the Company, however having power to re-elect him as aforesaid at every such meeting.

**SECUNDO.** That it shall be in the power and option of Partners holding two-thirds of the Capital Stock of the Company at the time, to admit as many Partners as will be sufficient to raise the same to the aforesaid sum of One Hundred Thousand Pounds Sterling, in shares of One Thousand Pounds, Sterling, each; under the conditions and restrictions mentioned in the immediate subsequent article.

**TERTIO.** That all Partners to be hereafter admitted, shall be bound by a separate Contract, or by a deed of accession to the original contract, the foresaid deed of prorogation, and this present deed, to comply with and perform the whole existing articles and conditions therein contained; but partners holding less than four thousand pounds each of the Company's Stock, with the exception of those to be elected, as above mentioned, shall not be entitled to act in the ordinary administration of the business, or vote at any meeting except the general meetings, as provided for in the original contract, and in this deed.

**QUARTO.** That it shall be in the power of any partner to transfer or dispose of the whole or any part of his stock & property in the copartnership, at any time during the subsistence thereof, but only in entire shares, not less than One Thousand Pounds, Sterling, each. And when a Partner has resolved to dispose of or transfer his shares or any part of them, and shall give intimation in writing to the acting Partners by letter, addressed to them or to the Cashier for the time to be laid before the Acting Partners, of his

resolution, and of the name and designation of the person in whose favor the transfer is intended to be made, the acting Partners shall be entitled to deliberate thereon, for twenty-one days after the time when the intimation shall be so given; and shall have power to approve of, or reject the person so proposed as a Partner. If approved of, he shall, upon his producing a transfer, and signing a contract or deed of accession as before mentioned, be admitted and have right to all the privileges of a Partner, conform to the extent of stock transferred to him, but if not approved of, then the partner wishing to transfer his concern as aforesaid, shall be entitled, if he inclines it, to receive, and the Company shall be bound to make payment to him, of the value thereof, as the same shall appear in their books at the first subsequent balancing thereof, after such disapproval, and that within one month after said balancing, with interest from the date of the balancing, till paid; but subject always to the deductions mentioned and referred to in article seventh of the original contract, he being obliged to execute and deliver to them a formal and valid discharge, or if they shall require it, a transfer of the said share on his receiving the value of the same as above-mentioned: **DECLARING**, That notwithstanding of the above stipulation, with respect to the outgoing Partner receiving the value of his share as at the subsequent balancing of the books in the events before-mentioned, yet if any partner resolving to sell or transfer his shares, or any part of them, shall, within six days after the balance of the books is struck and declared in any year, give intimation in writing as aforesaid to the acting Partners, of such resolution, and of the name and designation of the person to whom the transfer is meant to be granted, he shall, in such case, (if the person to whom the transfer is so intended to be made, shall not be approved by the acting partners as before-mentioned,) be entitled and obliged to receive from the Company, the value of his share or shares so intended to be transferred, as the same is ascertained and fixed by the said balance; but always under the stipulations and conditions regarding the payment of the value of a share to the representatives of a deceased Partner, as specified and referred to in the seventh article of the original contract: **AND FURTHER**, if even after the expiry of the fore-said six days, a partner desirous of transferring his share, and the Committee of acting Partners are inclined, they shall have power to pay him the value of his share, as it stood in their books at the immediate preceding balancing thereof, together with the legal interest thereof, from the period of such balancing, until the term of payment, subject always to the deductions before-mentioned; or it shall be competent for the committee of acting Partners of the Company, in this as well as in every other case, to pay to a partner desirous of retiring from the concern, such a special sum in full for his share, as may be agreed upon between him and them as the value thereof; provided always, that the sums so to be paid shall not exceed the value of his share as it stood at the preceding balance, and that the Commit-

tee shall be unanimous in concluding any such agreement:—  
**ALSO DECLARING**, that if the aforesaid disapproval of a person proposed as a Partner, shall happen three or more months before the time fixed for the subsequent balancing of the books, and if he and the acting Partners shall not agree as to paying off, conform to the preceding balance or otherwise as aforesaid, then the outgoing partner shall be entitled to receive in advance of the sum to which he will be entitled on the subsequent balancing and within one month from the date of the disapproval, a sum equal to one half of the value of his share as it stood at the immediate preceding balancing, upon his granting a receipt for the same, and an obligation to discharge or transfer his share as the acting Partners shall direct when the whole value thereof shall be paid to him. **AND**, it is hereby **FURTHER PROVIDED AND DECLARED**, That it shall be lawful to, and in the power of the Acting Partners to reject any person to whom a transfer is or shall be proposed to be made, without their being bound to assign any reason for their so doing; that the approbation or rejection of such proposed partner shall be decided upon by ballott, and that no such partner shall be approved of, or admitted, unless by the votes of such number of the acting Partners as hold two thirds of the stock belonging to the whole of the acting Partners: **AND FURTHER**, it is hereby stipulated and declared, that no person becoming a Partner of the Company by transfer, although holding stock to the extent of Four Thousand Pounds or upwards, shall be entitled to any of the powers, rights or privileges of an acting Partner, unless with the consent and approbation of acting Partners holding two-thirds of the stock belonging to the whole of the acting Partners, and such consent and approbation being entered and signed in the sederunt-book of the company, or unless chosen as an acting Partner by the Company at large, in the events before provided for, it being understood that this condition shall not apply to Partners admitted by an addition to the stock of the company.

**QUINTO**, That the profits arising from the business are to be divided among the partners, in proportion to the share and interest which each of them has in the capital stock at the time, but it shall be lawful to the acting Partners to order the payment of such dividends only, as upon a balance of the Company's books, may appear to them expedient, *Provided always*, that profits shall not be retained to the extent of more than one half of the Capital Stock of the company. The losses on the business, if any happen, are, on the other hand, to be sustained and borne by the Partners in proportion to the stock they hold; and they oblige themselves severally to relieve each other of such proportion of loss accordingly.

**POSTREMO**. That the partners assembled at their general meeting, as provided for in the original contract, shall have power to make such regulations or bye-laws for the management of the

concerns of the Company, as they shall judge expedient; and these regulations, or bye-laws, being approved of by the whole partners assembled at said meeting, or by a majority of those then present, and others afterwards declaring their assent if such majority and others hold two-thirds in value of the stock, and the same being duly recorded in the sederunt-book, and signed in their presence, by their preses, and at least five of the acting partners present at such meeting, shall be equally binding as if the same had been herein inserted, until they are altered or repealed by a subsequent general meeting; **DECLARING** always, that neither the articles of the original contract, nor hereby rescinded, nor the articles hereby established shall be varied or altered by any such regulations or bye-laws, but are all and each of them to remain unalterable, otherwise than by a deed or writing, signed by every one of the partners at the time; and we do hereby **HOMOLOGATE, APPROVE OF AND CONFIRM** the aforesaid original contract of co-partnership in the whole heads, articles and clauses thereof, in so far as the same are not hereby rescinded, and **DECLARING** the articles and conditions before written to be equally valid, effectual and binding, as if they had been engrossed in, and made a part of the said original contract. **WE** consent to the registration hereof, in the books of Council and Session, or others competent, for preservation; and if needful, that letters of horning, on a single charge of six days, and all other execution necessary, may pass and be direct hereon, in form, as effects, and thereto constitute,

---

**OUR** Procurators, &c. **IN WITNESS WHEREOF**, these presents (written upon this and the seven preceding pages of of stamped paper by Alexander Chivas, writer in Aberdeen,) are subscribed by us as follows, viz: by us the said William Forbes, Alexander Brebner, Robert Abercrombie, William Innis, Hugh Lumsden, George Hogarth, Alexander Chivas, Patrick Morison, James Harper, and Robert Walker; and by Robert Morice, advocate in Aberdeen, as proxy for the said James Young, (conform to a letter of proxy or procuration, registered as a probative writ in the sheriff court books of Aberdeen, the nineteenth day of July last,) at Aberdeen the twenty-seventh day of September, in the year one thousand eight hundred and seventeen, before witnesses, John Thom and John Chrystal, both clerks to the said Company, by me the said Alexander Gamack at Coburty, the twenty-ninth day of said month of September and year aforesaid, before witnesses, John Gamack, residing at Coburty, and James Gibson, hostler in Peterhead, and by me the said James Arbuthnot at Peterhead, the said twenty-ninth day of September and year aforesaid, before witnesses, Robert Cordiner, merchant in Peterhead, and William Gamack, writer there.

|                                 |                             |
|---------------------------------|-----------------------------|
| [Signed] William Forbes,        | [Signed] Alexander Brebner, |
| [Signed] Robert Abercrombie,    | [Signed] William Innis,     |
| [Signed] R. Morice, per. powers | [Signed] George Hogarth,    |
| from Jas. Young, Esq.           | [Signed] Alexander Gamack,  |
| [Signed] Robert Walker,         | [Signed] Patrick Morison,   |
| [Signed] Alexander Chivas,      | [Signed] Hugh Lumsden,      |
| [Signed] James Harper,          | [Signed] James Arbuthnot.   |
| John Thom, Witness,             | James Gibson, Witness,      |
| John Chrystal, Witness,         | Robert Cordiner, Witness,   |
| John Gamack, Witness,           | William Gamack, Witness,    |

The above Contract was registered in the Books of Council and Session the 17th day of October, 1817.

---

**COPY**

OF THE

**DEED OF SETTLEMENT**

OF THE

**Birmingham Banking Company.**

---

**DEED OF SETTLEMENT.**

THIS INDENTURE made the first day of October, in the year of our Lord, one thousand eight hundred and twenty-nine, between }  
 Parties } tween JAMES BELLES, of Monument Lane, in the  
 of Warwick, Gentleman; WILLIAM CHANCE, of Edgbaston, aforesaid, merchant; EDWARD EAGLE, of Birmingham, aforesaid, malster, and DANIEL LEDSAM, of the same place, button-maker, of the first part: JOHN MABSOM, of Birmingham, aforesaid, factor; CHARLES SHAW, of Sellywick, in the parish of Northfield in the county of Worcester, merchant; JOHN TURNER, of Birmingham Heath in the parish of Birmingham, aforesaid, button-maker, and JOSEPH WALKER, of Birmingham, aforesaid, factor, of the second part; and the several other persons parties hereto, whose names are, or shall be, hereunto subscribed, and who have sealed and delivered, or shall from time to time seal and deliver these presents of the third part. Whereas, the several persons, parties to



these presents, have agreed in manner, and by the means hereinafter expressed, to form a Public Joint Stock Banking Company at Birmingham, aforesaid in conformity with the Geo. 4. ch. 7 } provisions of and so far as the same is authorised, and 46. } they are enabled to do by virtue of an Act of Parliament passed in the seventh year of the reign of His present Majesty King George the Fourth, intituled "An Act for the better regulating co-partnerships of certain Bankers in England, and for amending so much of an Act of the thirty-ninth and fortieth years of the reign of His late Majesty King George the Third, intituled "An Act for establishing an agreement with the Governor and Company of the Bank of England for advancing the sum of three millions towards the supply for the year one thousand eight hundred as relates to the same," and under and subject to the regulations, declarations, and agreements herein-after contained. **NOW THIS INDENTURE WINESSETH,**

The parties } that in pursuance of such agreement each of the mutually cove- } several persons, parties to these presents of the nant with each } second and third parts for himself or herself, his other. } or her heirs, executors and administrators and as to and concerning only the acts, deeds, and defaults of himself or herself and his or her heirs, executors, and administrators, but no further, doth hereby covenant with the parties to these presents of the first part their executors and administrators. And furthermore each of the parties to these presents of the first part for himself, his heirs, executors and administrators and as to and concerning only the acts, deeds, and defaults of himself, his heirs, executors and administrators, but no further, doth hereby covenant with the said parties to these presents of the second part their executors and administrators in manner expressed in the several clauses, or articles numbered from one to seventy-four, herein contained, (that is to say):

No. 1. That they, the said several persons, parties to these presents, shall and will become and be partners together in a company or society to be called,

Title of the } **THE BIRMINGHAM BANKING COMPANY,** Company. } and from time to time and at all times, so long as they continue partners therein, promote and advance the interest and advantage of the company to the utmost of their power.

Capital—2. That the original capital fund, or joint stock of the company shall be five hundred thousand pounds, or so much thereof as may from time to time be necessary for the purposes of the said company, and shall be divided into ten thousand shares of fifty pounds each.

3. That the number of shares subscribed for or holden by each person shall at the time of his or her executing these presents, or other the supplemental or subsisting deed of settlement of the company, and also his or her place of abode, be written opposite to his or her name subscribed thereto; and no person shall in his or

her own right be allowed, previous to the first day of October, one thousand eight hundred and thirty, to subscribe for or hold more than one hundred shares in the said company, save and except JOSEPH GIBBINS, of Birmingham, aforesaid, Banker, who shall be allowed to subscribe for and hold one thousand shares, but no more; and also save and except such shares as shall come to any

Limitation of No. of shares to be subscribed for or held by one individual. } person or persons by bequest of any previous shareholder or shareholders, or as his, or her or their next of kin.

Persons disqualified from being shareholders. } 4. That it shall not be lawful or competent for two or more individuals to subscribe for or hold jointly, (except as trustees, executors or administrators,) any share or shares, and in no case shall any share be divided into fractional parts.

5. That no benefit of survivorship shall take place between the shareholders, all the property of the company shall, as between the several shareholders, in proportion to their shares. } Profit and loss to be divided among shareholders, and their real and personal representatives, be deemed personal estate, and each of the shareholders as between one another, shall be entitled to, and interested in the profits, and liable and subject to the losses of the company, in proportion to his or her share or shares in the said capital fund or joint stock.

6. That each of the parties hereto shall, and will pay unto the board of directors, for the time being of the company, the sum of ten pounds on each and every share of the capital fund or joint stock subscribed for by him or her at the times and in manner following, that is to say, five pounds per share, on the day of the date of these presents; five pounds per share on the first day of February then next, or at such ulterior or postponed day as the board of directors may appoint for the payment thereof; & the remaining forty pounds per share shall be paid up and advanced by the respective shareholders in such sums and at such times as the board of directors shall call for the same; provided that no such call shall be made before the first day of February, one thousand eight hundred and thirty one; nor shall any call exceed five pounds per share in any one year; and three calendar months notice in writing of each call shall be given to each shareholder, in manner hereinafter provided for giving notice to each shareholder, previous to the day on which the same is required to be paid; and the board of directors for the time being is hereby empowered, when and as the board may deem it advisable to make such calls and orders upon the shareholders for the payment of the said forty pounds per share, but subject to the restrictions above mentioned.

7. That if at the time when any share shall hereafter be subscribed for more than one instalment shall have been subscriptions. } payable on the shares then already taken, all such

instalments shall also be paid into the bank of the company, in respect of such shares so to be subscribed for, at the time of such future subscription.

Shares to be forfeited on non-payment of calls unless the directors decide otherwise.

8. That in case any of the shareholders for the time being of the Company, or their respective heirs, executors, or administrators shall refuse, neglect, or decline to pay the second instalment hereinbefore mentioned, or any future calls or instalments hereinbefore authorised to be made by the Board of Directors for the time being, for the space of thirty days after the days hereinbefore appointed or hereinafter to be appointed by the said board for payment thereof; then and in every such case the share or shares, estate and interest, of and in the company of the respective shareholders or their respective executors or administrators so refusing, neglecting, or declining as aforesaid, and all benefit and advantage therefrom shall, so far as respects the shares in respect of which such default shall have been made, and all previous payments made in respect thereof, thenceforth (unless a board of directors shall within two calendar months decide otherwise) become forfeited to the said company, nevertheless without prejudice to the right of the board of directors to enforce payment of such call or calls, and to recover damages for the non payment thereof.

Power to Directors to extinguish all forfeited shares.

And each share which shall be so forfeited by default shall, at the discretion of the Board of Directors be extinguished for the benefit of the other shareholders, or be sold and issued to some other person or persons desirous of holding shares, in the place or stead of the person or persons making such default; and the purchaser of each such share shall for all the purposes of these presents and for the covenants, regulations, and agreements, to be entered into in conformity with these presents, in respect of each such share respectively, be considered as the proprietor or holder of that share, and as if in respect of such share he were the assignee of the person making such default, and henceforth such substitute or succeeding proprietor or shareholder his or her heirs, executors, or administrators shall be liable to all the acts to be done and the covenants and agreements to be observed and performed in respect of such share, and shall execute a deed to the trustee or trustees for the time being of the said company, containing covenants binding himself and herself and his and her heirs executors and administrators to observe and perform the same covenants and agreements, and to make such payments.

Nature of business to be transacted.

9. That the business of the company (although the whole of the said capital be not actually subscribed) shall commence on the day of the date of these presents, and shall be transacted at Birmingham.

ham and such other places as may be determined upon pursuant to clause or article 40, and shall, so far as the same legally can, consist of issuing notes of hand or bank notes, lending money or cash or other accounts, real or personal security, bills of exchange, promissory notes, or letters of credit, discounting bills of exchange or promissory notes; borrowing or taking up money on receipts, bills, promissory notes, or other obligations, advancing money on the deposit of goods, wares, and merchandises, purchases, investments, dealings or sales in the government or public funds of Great Britain, navy or exchequer bills, India bonds, bank or East India stock, stock of the company or any chartered company or annuities, and all other business usual in establishments for carrying on banking, but for no other adventure, trade, merchandise or business whatsoever.

10. That the business, affairs, and concerns of the company shall from time to time and at all times hereafter, be under the control of twelve shareholders (to be appointed directors) who shall have the entire ordering, managing and conducting, of the company, and of the capital stock, estate, revenue, effects, affairs, and other the concerns thereof, and who shall also regulate and determine the mode and terms of carrying on and transacting the business of the company, conformably to the provisions contained in these presents, and no shareholder or shareholders not being a director or directors, shall on any account or pretence whatsoever, use the name, style, or firm of the company in drawing, indorsing, accepting, or otherwise negotiating, any bills, notes, or other securities, or otherwise howsoever, or in any way have access to or meddle or interfere with the books, bills, cash, securities, or other property of the company, or the managing, ordering, or conducting the business, affairs, or concerns thereof, but shall and do hereby fully and entirely commit, entrust, and leave the same to be wholly ordered, managed and conducted, by the directors for the time being, and whom they shall appoint, save as herein after mentioned.

Present Directors. ) 11. That the said JAMES BELLES, WIL-  
LIAM CHANCE, EDWARD EAGLE, DA-  
NIEL LEDSAM, JOHN MABSOM, CHARLES SHAW, JOHN  
TURNER, and JOSEPH WALKER, are hereby declared and  
appointed to be the present and first Directors of the Company, and  
they shall have power at any board to be held as hereinafter is men-  
tioned, to nominate and appoint two other directors of the company,  
which two directors to be nominated by them as aforesaid, and two  
other directors to be nominated and appointed at the first, or some  
subsequent general meeting of the shareholders shall, together with  
the said eight directors first named be the directors of the said com-  
pany, subject to the provisions hereinafter contained; provided al-  
ways that until such additional directors shall be appointed, in man-  
ner aforesaid, the said eight first named directors shall have power

to act in all things in the same way and manner as the twelve directors are hereby authorised and empowered to act.

12. That the Directors, for the time being, of the Company shall meet at the Company's Banking House in Birmingham, weekly, on Monday, in each week, at one o'clock, in the afternoon, or as soon after as may be, which shall be the ordinary Board days, and on such other days and at such shorter intervals, and at such other hours in the day as they may think necessary: that the manager of the Company or any one Director, shall have power to call an extraordinary board of Directors, by sending or directing to each of the directors a letter by Post, or otherwise, at least one clear day previously, specifying the place, day and hour, fixed for the meeting and the special purpose thereof. That four of the

Directors to constitute a Board } Directors, at least, must be present to constitute a board for transacting business; and all orders, acts, deeds, matters, and things, made, done, executed, or ordered by, or at any such meeting of four or more Directors, shall be equally binding, valid and effectual, as if all of the twelve Directors had been present; and assented thereto or joined therein (save and except as is otherwise required by Article 18.

13. That at the first Board of Directors to be holden in each year, after the annual general meeting of the Shareholders of the Company, and before any business is commenced, the said Board shall choose one of the then Directors to be their Chairman, and another

Chairman and Deputy Chairman of Board of Directors to be appointed and to have a casting vote. } Director to be Deputy Chairman, for the ensuing year; which Deputy Chairman is to act as Chairman during his absence; and at every Board, each Director shall have but one vote; but the Chairman, or in his absence, the Deputy Chairman, in addition to

his privilege of voting as any other Director, shall have a casting vote whenever upon any question the votes (including his single vote as such Director) shall be equal; and in case of the absence of both Chairman and Deputy Chairman, or their coming within any of the disqualifications mentioned in these presents, another Director shall, in like manner, be appointed Chairman; who shall have the same privilege of giving a casting vote, as such absent or disqualified chairman, or Deputy Chairman, would have had.

Book of the proceedings of the Board of Directors to be kept. } 14. That minutes of all the proceedings of each Board of Directors, and of the names of every Director present, shall be made and entered in a book, and signed at the end of the business of the Board, by the Chairman at such Board; and every such Book shall be kept by the manager for the time being at the Banking House of the Company.

Power to Board of Directors to purchase, erect, or take suitable offices.

15. That it shall be lawful for any Board of Directors for the time being of the Company to purchase, or erect, or rent, or take upon lease, or otherwise, such house, houses or premises as the said board shall from time to time think requisite or necessary for carrying on and managing the business, affairs, and concerns of the Company; upon such terms and stipulations, and in such manner as they may deem advisable; and to fit up adapt and furnish the same for the use and purposes of the Company, and at the expense thereof; and from time to time and at all times afterwards, to make sale, exchange, let, demise, or otherwise dispose of such house, houses or premises, for the benefit of the Company, either together or in parcels, and by auction, or private contract and upon such conditions and for such prices, as the said Board shall think most advisable, and to purchase, or erect, or to take such other house, houses or premises, in the place

And insure the same. } thereof, as the Board shall from time to time deem expedient; and likewise to insure the buildings, furniture and effects of the Company against loss or damage by fire, in such sum or sums, and with such office or company as the said Board shall think proper.

Power to Board of Directors to appoint London Bankers, Manager, and other officers, and to displace them, and pay them suitable salaries.

16. That the Board of Directors for the time being, shall have full power and authority, without the interference or control of the shareholders, to nominate and appoint the banker or bankers, broker or brokers, and also the manager, teller, accountant, and all such other agents, officers, clerks, and servants, as the said board may consider necessary for carrying on and managing the business affairs and concerns of the Company, and in like manner from time to time to remove and displace all or any of the said banker or bankers, broker or brokers, manager, teller, accountant, agents officers, clerks, and servants, and at any time or times to reinstate them or any of them, or nominate other persons to the same offices and stations respectively, as occasion shall require; and shall also, on behalf and out of the funds of the Company, allow and pay to every such person such reasonable salaries, charges, commissions, or remunerations, as the Board shall, from time to time, deem proper or necessary; provided that the said Board shall take such amount and species of secu-

And take security from them. } rity for the due performance of the offices and trusts to be from time to time reposed in the manager, teller, accountant, agent, offices, clerks, and servants, as such board may deem proper.

17. That it shall be imperative on the Directors for the time being of the Company, at some such board as aforesaid, from time to time, and without any delay or interval, to appoint two at least,

Power to Board of Directors to appoint public officers pursuant to Statute seventh, George IV., for the purpose of suing and being sued, and also to appoint trustees for the Company.

of the shareholders of the Company, to be the public officers thereof for the purpose of the company suing and being sued, in the names or name of such public officers or either of them, and for otherwise conforming to the provisions of the hereinbefore mentioned Act of Parliament, of the seventh year of the reign of His present Majesty, and also, from time to time, to appoint two or

more of the stockholders of the Company to be the trustees thereof, in the names of whom, the several securities, estates, and effects, to be taken by, or given to, or in favour of the Company, or wherein the company may be interested, shall be taken, and whose receipt shall be sufficient discharges.

18. That any Board of Directors for the time being may give

Power to Board of Directors to make advances, &c., but the votes of any four to be final.

credit or make advances in account or otherwise to any person or persons whomsoever, so as no such credit or advance be given or made for a permanency, or for any longer period than six calendar months, unless the

repayment thereof, be secured on sufficient freehold, leasehold, or copyhold, hereditaments, government stocks or funds, or sufficient collateral personal security, provided nevertheless that in case any four of the directors should object to such credit or advance being given or made, or be of opinion that the same, if given or made, should be recalled, then and as the case may be, such advance shall not be made, or if made shall be immediately recalled.

19. That no director shall be authorised to vote in the matter of

Directors not to vote when interested personally or through family connection.

any such advance or credit or of the withdrawing of any such advance or credit, or as to the discounting any bill or note, wherein he solely or in partnership with any other person or persons, or wherein his father, brother, sister, son,

grandson, grand-daughter, nephew, or niece, or father-in-law, or brother-in-law, son-in-law, sister-in-law, or nephew-in-law, or niece-in-law, may be interested.

20. That the Directors for the time being shall cause to be pro-

Proper books to be kept and balanced twice a year.

vided and kept at the Banking House of the Company, all necessary and proper books of account, wherein shall be entered, in a fair regular, and plain method, an account of all receipts, payments,

transactions, and dealings that shall, from time to time be made by, or on behalf of the Company, and of all profits, gains, or losses, arising therefrom, and also an account of all dealings and investments that shall be made with, or of the stock and capital of the Company, or of any part thereof, and how the same shall have been applied and paid from time to time; and shall twice in

every year, during the continuance of the Company, that is to say, upon or as of the thirtieth day of June, and the thirty-first day of December in every year, in such manner as to the directors shall seem correct and equitable, take and make up a fair, accurate, and just statement and account of the stock and capital of the Company upon each of those days, and of the profits and gains which shall have been made therein, and the losses which may have been incurred during the preceding half year; and in each such stock taking reference shall be had to the then value of the funded and all other property of the Company which shall be estimated, not at the cost, but at the then selling price thereof, so that the real estate of the affairs of the Company may in such statement plainly appear, which half yearly statement shall be entered in the books of the Company, and be examined, audited, and signed, by three or more of the directors; and a summary or balance sheet thereof shall be made for the inspection of the subscribers, at any general meeting, that the period from the opening of the Bank to the thirty-first day of December, one thousand eight hundred and twenty-nine, shall be included in and considered as part of the half year ending the thirtieth day of June, one thousand eight hundred and thirty.

21. That a meeting of the shareholders of the Company shall be convened and held on the second Wednesday in the month of February, one thousand eight hundred and thirty-one, and on the

Annual general meeting of shareholders to be held on the second Wednesday in February in every year.

} same day of every succeeding year, at twelve o'clock, at noon, at some convenient place in the town of Birmingham; of which, the manager for the time being of the Company shall give in the manner

hereby required for giving notices, fourteen days previous notice signed by him, specifying the general or particular object of each such meeting; and each meeting so to be convened and held, shall be called, "**THE ANNUAL GENERAL MEETING;**" and the shareholders respectively qualified to act and vote therein according to the provisions herein contained, and who personally or by proxy, as hereinafter authorised, shall attend the same, shall have full power and authority to decide upon all such matters and questions as by virtue of these presents shall be brought before such annual general meeting.

22. That at every annual general meeting the directors shall exhibit a summary of the two preceding half yearly balance sheets, and such further statement of the affairs of the Company, in accordance with the stock taking of the then preceding thirtieth day of June, and thirty-first day of December, as to the

Directors to exhibit statements of the affairs.

} directors may seem expedient for the interests of the Company to be made public and the annual dividend of the profits shall be

then and there declared.



23. That in every year such proportion of the net profits which Profits to be divided amongst shareholders subject to guarantee fund. } shall appear to have been made by the Company during that year, not exceeding one-fourth part thereof, as the Board of Directors for the time being may think requisite shall be retained and form part of a fund, to be called "THE GUARANTEE FUND," and the residue of such net profits, or so much thereof as the annual general meeting shall from time to time determine, shall be divided amongst the shareholders, in proportion to their several shares; provided nevertheless that no part of such net profit shall be so set apart in any year in which a dividend of five pounds per cent on the paid up capital shall not have been declared.

24. That the said guarantee fund shall accumulate by way of compound interest, at the rate of three pounds per centum per annum; and is intended to meet and provide against any extraordinary demands upon the Company; and the same shall be applied by the Board of Directors for the time being for such purposes accordingly; and when and so often as such fund with the accumulations thereof shall amount to one half of the paid up capital, the excess beyond that sum shall, as any general, annual, or extraordinary meeting of the shareholders may decide, either be still suffered to accumulate or be divided among the then shareholders of the Company by way of bonus, or in addition to the annual dividends, at such times and manner as the shareholders at such meeting may agree upon, or be added to the capital, as fresh stock, for the benefit of the then shareholders, in proportion to their respective number of shares.

Guarantee fund to meet extraordinary demands by bad debts or otherwise, when it exceeds one half of the paid up capital, excess may either be divided amongst the shareholders or suffered to accumulate or added to capital. }

25. That the Board of Directors for the time being shall at such time or times as may be thought fit, after a dividend shall have been declared at any annual general meeting, or a bonus decided upon, pay or cause to be paid, at the office of the Company, to each shareholder, or his or her executors or administrators, his or her proportion of such dividend and bonus and shall at least ten days before the day fixed for the payment of such dividend or bonus, either by circular letter through the post office, or advertisement in any one or more of the Birmingham newspapers, inform each of the shareholders, his or her executors or administrators, of his, her, or their share of the dividend or bonus declared or decided upon, and when the same respectively will be payable; but the party or parties entitled to receive any dividend or bonus, shall be at the entire expense of receiving the same; but no proprietor who, or whose executors or administrators or

Notice of dividend or bonus to be given to shareholders. }

other representatives may happen to be in arrear in respect to any instalment or call, shall be entitled to receive any dividend or bonus until the arrear and interest thereon at the rate of five pounds per cent per annum, shall have been paid up.

Dividend and bonuses not paid in six months to go to account of unclaimed Dividend Fund. } 26. That all dividends or bonuses which may not be paid for six calendar months, after the same respectively shall become payable shall be passed to an account to be called "THE UNCLAIMED DIVIDEND FUND," which fund shall from time to time, be laid out and invested by the Board of Directors in such manner as they shall think proper, and all dividends and bonuses passed to "THE UNCLAIMED DIVIDEND FUND" shall, when duly called for, be paid thereout, but without any interest for the same. And all the surplus of "THE UNCLAIMED DIVIDEND FUND" which shall remain after payment of, or allowing for, all the dividends or bonuses passed to the same as aforesaid, shall, from time to time, when and as the directors may think proper be transferred to the "Guarantee Fund" and applied accordingly.

27. That at the annual general meeting of shareholders to be holden on the second Wednesday in February, one thousand }  
 Mode of Directors retiring from office and of electing new Directors. } eight hundred and thirty-one; and at each subsequent annual general meeting all the then directors shall retire from office, and shall be replaced by twelve other directors to be elected by a majority of votes, such majority to be ascertained in manner hereinafter mentioned; provided nevertheless, that on all occasions, any retiring director may be re-elected.

28. That for better regulating such respective elections, the Board of Directors, or the manager for the time being, shall, fourteen days at least, before each annual general meeting, cause }  
 List of persons qualified to be Directors to each shareholder. } to be made out and printed, a list containing the christian and surnames, and the residences so far as shall be known of the shareholders of the Company who shall then be qualified to be directors, and a printed copy of such list shall be sent by the manager for the time being, to each shareholder, in the manner hereby required for sending notices to shareholders, at least fourteen days before such annual general meeting; and each and every shareholder, or such of them as shall think fit so to do, shall sign such list, and affix to twelve of the names of the shareholders comprised therein, some mark, indicating his or her vote or votes, that the several persons so marked, may be appointed directors, and shall return such list so signed and marked as aforesaid, to the manager or directors of the Company at

the Bank, at least seven days before such annual general meeting; which several lists shall be produced at such annual general meeting, and such twelve persons comprised in the said lists as shall have the greatest number of votes (calculated from the number of marks affixed to their respective names in the lists to be returned as aforesaid, and the number of votes which the several persons affixing such marks, shall, in pursuance of the provision hereinafter contained, be entitled, to give,) shall be the directors for the year ensuing; and in case of an equality of votes, the chairman of such annual general meeting, shall have the casting vote.

29. That at each annual general meeting, immediately after the choice of directors shall have been determined and declared, in pursuance of the last article or clause, the shareholders then present shall elect, and choose three of such Directors, not actively engaged in business, as "THE BILL COMMITTEE," for a Bill Committee } the year ensuing; which said committee shall to be appointed. } be appointed, in order as much as may be, to prevent the exposure of such bills of exchange and promissory notes as may pass through the Bank, and all such bills and notes shall be accordingly submitted to such Bill Committee.

30. That no person can be elected a director who shall not be Persons disqualified } a holder of fifty shares at least, in his own becoming Di- } right, in the capital of the Company, or who rectors. } shall be a banker, or clerk, or accountant in, or agent to a banking-house, or a director in any other banking company: and if any of the present or future directors, shall cease to hold fifty shares, or become banker, or clerk, or accountant, or agent to any banking-house, or director in any other banking company, his office as director shall thereupon, and thenceforth become vacated; provided, that in case any such director shall have become disqualified, and such disqualification shall not be notorious, no act or resolution of any board of directors at which he may have attended, previously to such disqualification becoming notorious, shall be avoided, or vacated, in consequence of there not having been four directors present, independently of such disqualified director, unless any board of directors, or general, or special meeting of directors so determine.

31. That in case the conduct of any one director shall be such, Board of Directors } that his continuance in office shall appear to may expel any one of } the other directors prejudicial or injurious their body. } to the interests of the Company, it shall be lawful for all the other directors, at a Board to be convened for that purpose, if they be unanimous in that behalf, but not otherwise, to remove any such director from his office.

32. That any director, or other officer of the Company, may, Directors, &c. may } at any time vacate his office, by sending his resign. } resignation in writing to any board of directors, for the time being of the Company.

33. That when, and so often, as any vacancy shall occur in Interim Directors } the office of director of the Company, either may be appointed by } by death, resignation, disqualification or re- the Board. } moval, previously to the time at which such director or directors would otherwise have retired, as aforesaid; then the Board of Directors for the time being shall, and they are hereby authorised and directed to appoint a proper person, qualified as aforesaid, to fill the office of director in the stead of the director, respectively, so dying, resigning, becoming disqualified or being removed as aforesaid; and every such director so appointed, shall be as fully and effectually a director of the Company, as if he had been originally elected by the shareholders, and shall retire from the direction of the Company at the same time, and in like manner, as the director in whose place he shall be so appointed, would have retired, under the regulations herein contained.

34. That each of the present and future directors shall, previously to entering on the duties of his office, Directors to sign } sign a declaration, in a book to be kept for declaration of secre- } cy. } that purpose, that he will not reveal, or make known, any of the matters, affairs, or concerns which may come to his knowledge, as a director of the Company, to any person or persons whomsoever, except when officially required by the Board of Directors for the time being, or by any general or extraordinary meeting of the Company, or by the Committee of Inspection appointed as hereinafter mentioned.

35. That every Board of Directors shall act in strict conformity Board of Directors } to the rules and provisions hereby established, or to be established, modified, varied or with these presents, } altered by any annual or extraordinary meeting, or meetings of the shareholders of the laws. } company, but in all cases, when there shall be no such existing or subsisting rule or provision applicable, the Board of Directors shall act in such manner as may appear to them best calculated to promote the welfare of the company, and for the better guidance of the directors, in the management of, and superintendence over the affairs and concerns of the company it shall be lawful for every or any board of Directors to make whatever by-laws, rules and regulations, they shall think fit, and from time to time to alter and rescind the same, or any of them, as to any such Board may seem meet; provided that such by-laws be not inconsistent with, or repugnant to the fundamental principle or constitution o

the company as agreed and settled by these presents, or as may be altered or established by any annual or extraordinary meeting or meetings of shareholders, under the power herein given for such purpose.

Remuneration to Directors to be fixed by general annual meeting. } 36. That the shareholders at any annual general meeting shall fix the remuneration (if any) to be paid to the Board of Directors, for the time being of the Company.

Board of directors } 37. That the bills or notes of the company shall be signed, drawn  
to be authorised managers to sign notes, &c. } accepted, or endorsed by the manager for the time being, or such other officer or officers of the company as the board of directors for the time being shall appoint, by a minute to be signed by the chairman, and to be entered in the book of proceedings of the said Board; and no bills or notes of the Company, signed, drawn, accepted or endorsed in any other manner than by the person or persons so authorised, shall be binding on the Company.

List of shareholders to be kept and from time to time amended. } 38. That it shall be the duty of the manager for the time being, to enter in a book, to be provided for that purpose, the name and place of residence of every shareholder for the time being of the Joint Stock of the Company, and the number of shares belonging to him, or her; and from time to time to correct or alter such entries as circumstances shall require; and for the purposes of enabling him so to do, every shareholder changing his or her name or place of abode, or whose name or place of abode, through his or her default, shall be incorrectly entered in the books of the Company, or who being a female, may have married, shall immediately give notice in writing at the office of the Company of such circumstance, and therein correct or explain the mistake or omission, or (being a female) notify such marriage, and give the name and place of abode of her husband.

39. That every, or any notice, to shareholders required to be given }  
Mode of giving notices. } by these presents, and the mode of giving notices, which, is not herein otherwise provided for shall be by letter, written or printed in the name of the manager for the time being, or other person acting in his office, and be put into the post office at Birmingham, directed to such shareholders according to the existing entry in the books of the Company, and shall, for all the intended purposes thereof, be deemed effectual notice and binding upon each and every shareholder to whom the same shall be addressed.

40. That the Board of Directors, for the time being may, from time to time, establish branch banks, or agents at any other towns

Board of Directors } or places, as such board may think advisable ;  
 may establish branch } and may appoint managers, tellers, and other  
 Banks. } officers and servants thereof; and suppress,  
 discontinue or remove all or any such branch banks or establish-  
 ments, and such managers, tellers, officers and servants, and fix  
 for, and pay to them respectively such salaries and remunerations  
 as any such board, from time to time, may judge expedient, and  
 such branch banks or agents, managers, tellers, officers and ser-  
 vants, when so established and appointed, shall immediately thence-  
 forward be under the direction, conduct, management and control  
 of the Directors in the same manner as the principal establish-  
 ments of the Company.

41. That the conduct and management of all actions and suits  
 by or against the public officer or officers of the Company, shall be  
 confided to the Board of Directors, and it shall be the first duty of

Board of Directors } the said board to apply, or cause to be applied,  
 to have the conduct } a competent part of the fund called "THE  
 of all actions brought } GUARANTEE FUND," or if deficient  
 against the public of- } then other funds of the Company, in satisfy-  
 ficers, &c. } ing and discharging all money which either  
 as damages or costs, such public officer or officers, or any share-  
 holder or shareholders of the Company may become liable to pay,  
 or pay for or on behalf of the Company, by reason of any such ac-  
 tion or suit; and each Director for the time, shall, under and by vir-  
 tue of these presents, be liable to be sued on his covenant, for his  
 neglect or refusal to join in the necessary orders for the applica-  
 tion of the said funds, so as to accomplish and give effect to this  
 provision; but no public officer or shareholder who shall refuse or  
 neglect to confide his defence to the management of the said board,  
 shall be entitled to have or claim the benefit of such re-imburse-  
 ment or indemnity.

42. That when, and so often as any person or persons, whether  
 shareholders in the Company or not, shall break, or refuse or ne-  
 glect to perform or comply with any of the covenants, conditions,  
 stipulations or agreements contained in these presents, or other the

Power to Board of } supplemental or subsisting deed of settlement  
 Directors to com- } of the Company, and which, on his, her or  
 mence legal proceed- } their part, ought to be performed, or complied  
 ings against any per- } with, or to pay and discharge any sum of  
 son or persons, whe- } money, debt, claim or demand due or claim-  
 ther shareholders or } ed, to be due to the Company, or otherwise,  
 not. } to satisfy any cause of action, which the

Company may possess, it shall be lawful for the Board of Directors  
 for the time being, to direct an action or suit, or other proceeding  
 at law, or in equity, to be commenced in the name or names of the  
 person or persons who, the said Board may be advised, ought to be  
 plaintiff or plaintiffs against the person or persons, for the time

being committing such breach, or refusing or neglecting, as aforesaid, or liable to pay such sum of money, debt, claim, or demand, or satisfy such cause of action, his, her or their heirs, executors, or administrators; and the person or persons in whose name or names any such action or suit shall be so commenced, shall not discontinue, release, or become nonsuit in such action or suit, without the consent of some Board of Directors for the time being, of the Company; and provided such person or persons obey the directions of the Directors in and about such actions, suits and proceedings, he and they shall be indemnified out of the funds or property of the Company, against all expenses, damages and losses which they, he or she may incur or sustain in consequence of such action or suit in like manner as herein provided, concerning the public officer or officers of the Company; and the sum or sums of money to be recovered and received in any such action or suit, shall form part of the funds of the Company.

43. That any Board of Directors for the time being, in its discretion may agree to refer and submit to arbitration, any matter in dispute, question or difference between the Company and any person or persons, and may compound any debt or debts owing to the Company, and accept a part thereof, or a security for the same in full, or give further time for the payment thereof; and may refrain from suing for any debt or debts, which, in the opinion of the said Board shall be bad or desperate; or not worth suing for; and also from time to time, by a minute in the book of proceedings of the Board, may authorise the public officer or officers of, or any other person or persons, on behalf of the Company to prove any debt or debts due to the Company from any Bankrupt or Insolvent, or to act in the matter of such bankruptcy or insolvency; and to receive any dividend thereon, or to sign the certificate or certificates of any person or persons indebted to the Company, who may become bankrupt, and the receipt of every or any such dividend by the person or persons so to be appointed shall be a complete and effectual discharge.

44. That as to such of the funds of the Company as shall not be employed, in the ordinary business thereof, the Board of Directors for the time being, may lay out, and invest the same, either in the names of the Trustees for the time being, or of such other persons as the said Board may appoint, in or upon the parliamentary stocks or funds of Great Britain; or in any Navy, or Exchequer Bills; or India Bonds or Bank, or East India Stock, or on freehold, leasehold or copyhold securities in Great Britain or Ireland, or in the purchase of stock in the Company, or in any chartered Company, or of annuities

Power to Board of Directors to submit to arbitration, to compound debts, and sign Bank Receipts, Certificates.

General power to Board of Directors to invest surplus funds and to change securities.

for one or more life or lives to be insured, either by the Grantors, or by the Company, or of any other description ; and any Board of Directors, when they shall think proper, may cause any of the funds or property so to be laid out and invested, to be disposed of, called in or otherwise converted into money, and the money arising thereby to be again laid out and invested upon securities as aforesaid, and so from time to time as occasion may require.

45. That at every meeting of Shareholders of the Company, whether annual, or extraordinary, or by adjournment, the chair  
 Appointments of } shall be filled by the chairman for the time  
 chairman at all meet- } being, of the Board of Directors, if present,  
 ings of Shareholders. } or in his absence, by the Deputy Chairman  
 of the Board of Directors ; or in case of the absence of both of  
 them, then by one or other of the Directors, then by such other  
 member of the Company, as the majority of the Shareholders then  
 and there present, and qualified to vote, as hereinafter mentioned,  
 shall elect to fill the chair ; and the chairman who may preside at  
 such meeting, shall regulate the proceedings thereof, and shall not  
 only vote as any other Shareholder, but in case of an equality of  
 votes, shall have the casting vote, and all the acts, orders, and  
 proceedings of such respective meetings, shall be entered in a book  
 to be kept by the Manager for the time being, of the Company,  
 and shall be authenticated by the Chairman's signature, which  
 shall be conclusive evidence of all such acts, orders and proceed-  
 ings.

46. That at each meeting of shareholders of the Company,  
 Mode of voting at } whether annual or extraordinary, or by ad-  
 all meetings of share- } journment all questions, motions, rules, or-  
 holders. } ders and regulations, which may be brought  
 forward or proposed for the discussion, opinion or decision of the  
 shareholders shall be determined and decided by the majority of  
 votes of the shareholders then and there present ; and so that each  
 holder of less than ten shares, shall not have any vote ; each holder  
 of ten shares or upwards, but less than forty shares shall have  
 one vote ; and each holder of forty shares or upwards, but less than  
 seventy shares shall have two votes ; and each holder of seventy  
 shares or upwards, but less than one hundred shall have three votes ;  
 and each holder of one hundred shares and upwards, shall have  
 four votes and no more ; provided, that if ten or more shareholders  
 present at such respective meetings (and qualified to vote as here-  
 in mentioned) and the aggregate of whose shares shall not be less  
 than five hundred, shall demand that the votes be ascertained, and  
 taken by ballot, then the same shall be done accordingly, but unless  
 ten or more such shareholders having such amount of shares do so  
 require, no ballot shall take place : but in case a ballot shall be du-  
 ly required each shareholder present, and duly qualified to vote at



such meeting, shall deposit in a balloting box, to be provided by the manager, for the time being, of the company, a piece of paper, on which shall be written his or her own name, & the number of votes, which he or she shall claim to exercise, and also the assent or dissent of the said shareholders to the question, or matter, under consideration; and one of the Directors to be chosen by the Chairman, assisted by two persons to be chosen by the meeting as scrutineers, shall thereupon retire, and report to the meeting, or to any adjournment thereof, the result of such ballot, and the same shall be declared by the Chairman, and entered in the book of proceedings, as the decision of the meeting accordingly.

47. That every shareholder being a female, or residing generally ten miles, or upwards, from Birmingham, or being a clergyman, or a member of parliament, and who respectively shall be

Proxy votes admis- } qualified and authorised to vote at any gen-  
sible in certain cases. } eral, extraordinary or adjourned meeting,  
may appoint a person to vote for her, or him, at such respective meeting; but no vote, or proxy, shall, in any case be admitted, unless the person appointed as proxy shall be a qualified shareholder, and authorised to attend in his own right, and unless such proxy shall be nominated under the hand of the shareholder, availing herself or himself of that privilege; and no proxy shall be in force, or available at any other meeting except an adjournment thereof, than that for which it was expressly given, or intended to apply, and each proxy shall be in the form, or to the effect following, that is to say :

" I hereby appoint \_\_\_\_\_  
my proxy to vote for me, and in my name, at a general or extraordinary or adjourned meeting, as the case may be, of the shareholders of the Birmingham Banking Company, to be holden on the \_\_\_\_\_ day of \_\_\_\_\_ and at any adjournment or adjournments of such meeting, dated &c." And every shareholder who shall have appointed such proxy as aforesaid, and whose proxy shall attend, shall for all the purposes of the annual, extraordinary or adjourned meeting, for which such proxy shall have been appointed, be considered as present, and all the acts and votes of the proxy in that capacity shall be as valid and effectual as the acts and votes of the shareholder appointing him would have been, if such shareholder had been present, and had personally acted and voted at such respective meeting.

48. That no shareholder shall be allowed to vote personally or by proxy at any meeting of shareholders, or to claim any dividend or bonus or exercise any right by virtue of these presents, until such shareholder shall have paid the amount of every call, in respect of the share or shares in the capital of the Company,

Shareholders not }  
permitted to vote un- }  
til calls paid up. }

to which he or she may be entitled, and shall otherwise have conformed to the provisions and regulations of these presents, or the then subsisting or any supplemental deed of settlement.

49. That no business shall at any meeting of shareholders, whether annual, extraordinary or by adjournment, be gone into or discussed, nor shall any decision be made on any business which may have been then gone into or discussed, unless there shall be personally present at such respective meeting, at the commencement of the day's business, and also when any question shall be decided, at least twenty shareholders, duly qualified to vote as aforesaid, and the shareholders present shall be holders of at least fifteen hundred shares.

50. That if at any meeting of shareholders, whether annual, extraordinary or by adjournment, twenty such shareholders and holders of at least fifteen hundred shares, shall not be present within one hour after the time appointed for holding the same, respectively, then, and in every such case, such respective meeting shall be adjourned; and the chairman or deputy chairman, for the time being, of the Board of Directors, as the case may be, or any other director then present, or if no director be present, then the manager, for the time being, of the company, shall, and is hereby required to declare such meeting adjourned, and the same shall be thereupon adjourned to such future time and place, in the town of Birmingham as the majority of the shareholders then present, and qualified to vote, may determine; and notice of such adjournment shall be given, in like manner as was required for convening the meeting, whence such adjournment took place; and there shall be an interval between such first meeting and the subsequent one, sufficient to enable seven days notice to be given to the shareholders, by advertisement or circulars as before provided.

51. That the shareholders present at any such meeting, whether annual or extraordinary, being sufficient in number to transact business, may adjourn the same once or oftener, to such day and hour, days and hours, and such convenient place in the town of Birmingham, as they may deem advisable; and after a motion for adjournment has been carried, no business shall, on any pretence, be brought forward; and it shall not be necessary to give any notice by advertisement of any adjournment, except the same shall take place through the non-attendance of twenty shareholders, or shareholders not holding

fifteen hundred shares, or such adjournment shall be for a longer period than seven days after, and inclusive of the day of holding the meeting, which shall so adjourn; and also inclusive of the day to which the meeting shall be adjourned; and no subject or business shall be proposed, debated or disposed of in any such adjourned meeting, other than so much of any subject or business, as shall remain undecided or undisposed of, at the meeting whence the adjournment took place; & the shareholders who shall be present at every or any adjourned meeting, although they might not have been present at the meeting whence the adjournment took place, and who respectively may be qualified to act and vote therein, according to the provisions aforesaid, may act and vote at such respective adjourned meeting.

52. That no subscriber to, or shareholder of the company, his or her executors, or administrators, legatees, assignees, or creditors, or any other person, or persons claiming, or to claim by, Shareholders not permitted to inspect books. } through, under, or in trust for him, or her, shall be entitled to inspect any of the books, accounts, documents, or writings of the company, except such as may be produced for that purpose, at any general, annual, extraordinary, or adjourned meeting of shareholders.

53. That all debts and engagements to the company, of any shareholder or shareholders, either for cash advances, or balances, or running bills, or notes, being direct bills, notes, or indorsements passed to the company by such shareholder or shareholders,

Shares to be in the first place liable to the debts due to the Bank. } ers, his, her or their partner or partners, or otherwise, howsoever, shall be at all times, and in all cases set off against all shares and stock of such shareholder or shareholders;

whether such debts and engagements be the debts and engagements of such shareholder or shareholders individually, or jointly, or in partnership with any other person or persons; and the board of directors, for the time being, may extinguish or dispose of such share or shares, either entirely or partially, as the case may seem to require, by way of, or towards satisfaction, or payment of all, or any part of such debts or engagements.

54. That no share in the stock of the company shall be transferable until all calls, or instalments in respect thereof, have been duly paid up; but from and after that time, if any shareholder, or his, or her legal representative or representatives, whether by marriage, or as executors, administrators, legatees, guardians, committees, assignees under bankruptcy or insolvency shall be desirous of selling or disposing of any share or shares in the company, he, she, or they shall state in writing to the board of directors, for the time being, the name or

Power to shareholders to sell and transfer their shares, subject to the approbation of directors. } names of the person or persons who is or are willing to become the purchaser or purchasers thereof, and the real price which such proposed purchaser or purchasers

thereof, and the real price which such proposed purchaser or purchasers have agreed to give for the same; and shall also leave at the banking house of the company, the written consent of such proposed purchaser or purchasers, to become a member or members of the company, subject to the rules and regulations thereof; and if the said board of directors shall approve of such proposed purchaser, they shall notify the same to the proposed vender, within fourteen days after receiving such notice; and such purchaser or purchasers may then take a transfer of the same share or shares, and shall have the like advantages in the same, and be subject to the like liabilities in respect thereof, as the previous owner or owners had therein, and was, or were subject in respect thereof, but no transfer shall be made without such approval of the board of directors, as aforesaid, or in any other form than is hereinafter provided.

55. That the husband of any female shareholder, or the representative or representatives of any shareholder, (whether executors, administrators, legatees, trustees, guardians, committees, assignees under bankruptcy, or insolvency, or otherwise,) on leaving three days previously for inspection at the banking house of the company, the certificate of the marriage, the probate of will, letters of administration or other documents, under which

Executors, administrators, legatees, trustees, guardians, committees and assignees may receive dividends due at death, bankruptcy or lunacy, of those whom they represent.

he, she, or they may claim to receive the dividend or dividends, bonus or bonuses, (if any) due on the share or shares of such shareholder at the time of marriage, or his, or her death, lunacy, bankruptcy, or insolvency, as the case may be, at or after the expiration of such three days, shall receive such dividend or dividends, bonus or bonuses;

but the receipt thereof shall not constitute any person so receiving the same a partner in the company or authorise him or her to exercise any right or power in the affairs thereof; and no such person in any such capacity shall be entitled to receive any future dividends, bonuses or other profits accruing or becoming due, after the marriage, death, lunacy, bankruptcy, or insolvency of any such shareholder upon or in respect of his or her share; but the same dividends, bonuses or profits, shall not be receivable until the share or shares in respect of which such dividend or

But not to receive further dividends until they are admitted shareholders.

dividends, bonus or bonuses is, or are payable, shall be transferred into the names of such husband, executors or administrators, legatees, trustees, guardians, committees or

assignees, or his, her or their nominee or nominees (as the case may be) and after such transfer the same dividend or dividends, or bonus or bonuses shall be paid to the transferee or transferees of such share or shares.

56. That the husband of any female shareholder or any such executors, administrators, legatees, trustees, guardians, committees or assignees, who shall be desirous of retaining the share or shares

Executors, Administrators, Legatees, Trustees, Guardians, Assignees or Committees to be admitted shareholders on signifying their consent so to be.

of his wife, or of the person or persons whom he, she or they represent, and of having the same transferred into his, her or their name or names, shall give notice in writing of such desire to the Board of Directors, for the time being (in manner as mentioned in article 54, with regard to the sale of shares) and he,

she or they may on the approval of the board of directors, be admitted and become a shareholder or shareholders in the company, in respect of such share or shares and have the same transferred into his, her or their name or names accordingly.

57. That the Board of Directors, for the time being, shall be at liberty to decide upon the form and manner of the transfer, to be made and executed upon the sale or transfer of the shares in the

Board of Directors to decide upon form of transfer.

company and shall from time to time, and at all times hereafter make such further rules, orders and regulations respecting such transfers,

and by whom the same shall be prepared, as shall appear to them necessary and advisable, for the security of the company, and the due assignment of the said shares, but so that all transfers, shall be signed by three of the directors, and so that all transfers, sales or assignments of any share or shares in the company, which shall not be made conformably to the provision of these presents, and any supplemental or subsisting deed of settlement of the company, and according to the regulations of the directors, shall be null and void.

58. That every person who is a subscriber to the company, or shall acquire any share or shares therein, shall although he or she

The present shareholders omitting to execute these presents and the future shareholders omitting to execute deed to abide by the same, within a limited time their shares to be sold.

shall not have executed these presents, as to all duties, obligations, claims and demands, in respect of his or her share or shares be considered as a shareholder of the company, from the time of his or her subscription, for or otherwise acquiring his or her share or shares, but as to all profits, rights privileges, benefits and advantages to arise from the said share

or shares, shall not be considered a shareholder of the company until he or she shall have executed these presents, either in person or by Attorney, at the Banking House of the Company in Birmingham, or at such other place as the board of directors for the time being shall require, and in case any of the present or future subscribers or any other person or persons hereafter claiming to be entitled to a share or shares in the company either as purchasers, executors, administrators, legatees, trustees, guardians, committees, assignees, or otherwise, shall, for three calendar months after notice in writing from the manager of the company, neglect or refuse to execute personally, or by Attorney, as the board of directors may require these presents or some deed of covenant to be prepared at the expence of, or paid for by such person or persons, and to be approved of by the said board whereby he, she or they shall



Power to general meeting to appoint Inspectors } qualified to be a director) as a committee of inspection to investigate into all, or any of the affairs and concerns of the company; and such committee shall have full power and authority to call for the production of all books, vouchers, and documents, and also require the aid, and personal and other explanation from the manager, accountant, clerks, or other officers of the company, who shall accordingly give and render, or cause to be given and rendered such aid and explanation, and the annual general meeting, at which such committee of inspection, shall have been appointed, may be adjourned to some future day, to hear the report of the said inspectors thereon, but such inspectors shall, previous to entering upon such investigation sign a similar declaration of secrecy as is hereinbefore required to be signed by the board of directors, for the time being, of the company.

62. That the majority of shareholders qualified and voting according to the right of voting hereinbefore mentioned, and personally present at two successive extraordinary meetings, or at one annual general meeting, and one extraordinary meeting, to be convened in such manner, and with such notice as hereinafter mentioned may, from time to time, increase the capital of the Company, or lessen or increase the number of directors, from the present number of directors, to any other number, or may remove any director from his office, or apply for a Charter or Act of Parliament, as hereinafter mentioned, or may make any new order, rule, law, regulation or provision for better managing and governing the Company or the business, affairs or concerns thereof, or may amend, alter, repeal or make void any of the existing laws, regulations and provisions thereof, or any of the articles contained in these presents or to be contained in any future deed or deeds, relating to the Company; provided that no order, rule, law, regulation, provision, matter or thing, be entered into or done at any such meeting, so as to release or exonerate any of the shareholders for the time being of the Company from their respective liabilities, to pay and make good the sum of fifty pounds in the whole, in respect of each share therein, as aforesaid, or to alter the provisions contained in Article 5, and 72.

Power to shareholders at the extraordinary meetings to increase the capital, the number of directors, displace directors and make new laws, &c. } personally present at two successive extraordinary meetings, or at one annual general meeting, and one extraordinary meeting, to be convened in such manner, and with such notice as hereinafter mentioned may, from time to time, increase the capital of the Company, or lessen or increase the number of directors, from the present number of directors, to any other number, or may remove any director from his office, or apply for a Charter or Act of Parliament, as hereinafter mentioned, or may make any new order, rule, law, regulation or provision for better managing and governing the Company or the business, affairs or concerns thereof, or may amend, alter, repeal or make void any of the existing laws, regulations and provisions thereof, or any of the articles contained in these presents or to be contained in any future deed or deeds, relating to the Company; provided that no order, rule, law, regulation, provision, matter or thing, be entered into or done at any such meeting, so as to release or exonerate any of the shareholders for the time being of the Company from their respective liabilities, to pay and make good the sum of fifty pounds in the whole, in respect of each share therein, as aforesaid, or to alter the provisions contained in Article 5, and 72.

63. That for effectuating all, any, or either of the purposes mentioned in the last preceding article, the Board of Directors for the

Power to Board of Directors to call an extraordinary meeting of shareholders. } time being may from time to time call an extraordinary meeting of shareholders, at some convenient place in the town of Birmingham, of which the manager, for the time being of the Company, shall give seven days previous notice, signed by him, stating the day, hour and place such meetings is appointed to be holden, and the object thereof; and such notice shall be sent to shareholders, in the maner required by Article or Clause 39, seven days before the time fixed for holding the meeting; and the board of directors may also in like manner, call a second extraor-

dinary meeting, for the purpose of confirming any new order, rule, law, regulation, provision, matter or thing, passed or agreed to, at such first meeting.

64. That twenty or more shareholders of the Company, qualified to vote, as aforesaid, the aggregate amount of whose shares shall not be less than fifteen hundred, may, at any time or times, by writing under their hands, require the Board of Directors for the

Power to twenty shareholders to request board of directors to call extraordinary general meetings and provision in case the board refuses.

time being, to call an extraordinary meeting of the shareholders, for any of the purposes mentioned in Clause or Article 62; and every such requisition shall set forth the object of such extraordinary meeting, and shall be left with the manager, for the time being, at the office of the Company, at least one calendar

month before the time named in the requisition, for the meeting to be holden; otherwise the said board shall not be bound to take notice thereof; but in case the directors neglect or refuse, for fourteen days after such requisition shall be so left as aforesaid, to call such extraordinary meeting, then the shareholders signing the requisition may, for the purposes mentioned in such neglected or refused requisition, call an extraordinary meeting of the shareholders, by notice signed by them, and advertised in one of the Birmingham newspapers, at the least, fourteen days before the time fixed for holding the meeting; and in every such advertisement, the object of such extraordinary meeting, and the day and hour and place in the town of Birmingham, of holding the same, and the delivery of the requisition to the said board, and its refusal to call such extraordinary meeting shall be specified; provided that no new order, rule, law, regulation, provision, matter or thing to be passed or agreed to by the first of the said meetings (whether annual or extraordinary) shall be binding or conclusive, until confirmed by a second meeting, nor shall any such question be in the first instance proposed by the said board, at any annual meeting without giving seven clear days notice thereof, in manner as prescribed by article 65, nor be proposed by the shareholders, without giving a like notice, and also leaving with the manager at the office of the Company, a copy of such notice, at least one calendar month previous to the time for holding such annual meeting.

Receipt of trustees for shares to be sufficient discharges.

65. That in all cases where any share or shares in the capital of the Company shall be bequeathed to, or otherwise become vested in any person or persons for, or subject to, any equitable claim of any other person or persons, the receipt of the person or persons in whom any such share or shares shall be vested at law, or his, her or their executors, or administrators shall, notwithstanding any claim or demand whatsoever of any person or persons equitably entitled to, or having any equitable claim on the said share, or shares be a good and sufficient discharge for the money, which may become payable from the Company, for, or in respect of such share



or shares, and shall discharge the Company from the obligation of seeing to its application or being answerable for its misapplication.

66. That the securities or other investments hereinbefore authorised to be taken and made in the names of the trustees of the Company, and all monies to be secured or become due thereon, shall from time to time, be under the control and subject to the disposition of the Board of Directors, for the time being; and the order in

Securities taken in, names of trustees to be subject to the control of directors, and trustees to execute declaration of trust if required. } writing of the said board, and countersigned by the manager for the time being, shall be obligatory on, and a justification to the said trustees, as to any purchase, sale, investment, payment or disposition of the securities or money of the Company, and the said trustees shall, from time to time, execute and deliver to the said Board of Directors, at the expense of the Company, such declarations or acknowledgments of trust of the estates, securities, monies and effects, purchased, taken, holden, or possessed by the same trustees, on behalf of the Company, as the Board for the time being shall devise or require.

67. That every, or any receipt of the trustees for the time being, of the Company, or such number of Directors thereof as may constitute a board, or be sufficient to constitute a board, for any of the

Receipts of trustees or directors to be sufficient discharge. } monies of the Company, that may be paid to such trustees or directors, or by the direction of the said directors, shall effectually discharge the person or persons paying the same, his, her, or their heirs, executors, administrators or assigns, from being obliged to see the application thereof, or from being answerable or accountable for the misapplication or non-application thereof.

68. That within two months next after the trustees of the Company, or any or either of them, refuse, die, go to reside beyond the sea, or become incapable to act or shall resign, the board of direc-

Mode of appointing new trustees. } tors, for the time being, shall name and appoint another trustee or other trustees in the stead of the trustee, or trustees so refusing, dying, going to reside beyond the seas, becoming incapable to act, or resigning; and such new trustee or trustees shall execute a covenant in such form as shall be devised by the said board, that he will hold the estates and funds of the Company upon the trusts, and for the purposes of these presents, or of the subsisting deed, or deeds of settlement of the Company; and immediately after such appointment, or the execution of such covenant, the trust, estates, monies, securities, and effects of, and belonging to the Company, which shall be, or have been vested in the trustee or trustees, so refusing, dying, going to reside beyond seas, becoming incapable to act, or resigning shall be assigned, assured, paid and transferred, so, and in such manner,

that the same may vest in such new trustee or trustees jointly, with the surviving or continuing trustee or trustees, or solely, as the case may require, upon the trusts of these presents, or upon the trusts of the subsisting deed or deeds of settlement of the Company.

69. That the directors, managers, trustees, public and other officers, for the time being, of the Company, shall be indemnified and saved harmless, out of the funds or property of the Company, from and against all costs, charges, losses, damages and expenses which they, respectively shall, or may pay, sustain, or incur in, or about the execution of their respective trusts or offices; or in, or about any action, suit or proceeding, either at law or in equity, relating to the acts or property of the Company which the Board of Directors for the time being may deem proper to use, take, prosecute or defend; except such costs, damages or expenses as shall happen by or through the wilful neglect or default of any such directors, managers, trustees, and other officers respectively, and none of them shall be answerable for any act or default of any others or other of them, or for joining in receipts for the sake of conformity, or for any bankers, brokers, or other persons, with whom any monies or effects, belonging to the Company shall be lodged, or deposited for safe custody or otherwise; or for the insufficiency or deficiency of any security, upon which any monies of, or belonging to the Company, shall be placed out, or invested, or for any loss, misfortunes or damage which may happen in the execution of their respective trusts or offices, or in relation thereto respectively, except the same shall happen by or through their own wilful default respectively.

70. That if at any time during the continuance of the Company, or at, or after the dissolution, or determination or expiration thereof, any question, doubt, cause of action or suit, dispute or difference shall happen, or arise between all or any of the parties to these presents, or the parties to any such supplemental deed as aforesaid, or between all, or any of the shareholders, for the time being, or then late shareholders of the Company, or their heirs, executors, administrators or assigns respectively, touching or concerning any matter, cause or thing relating to, or respecting the Company, or in which the Company may be in any manner interested; or touching or concerning the breach or construction of any covenant, clause, matter or thing herein, or in any such supplemental deed as aforesaid contained; or between all, or any of the directors of the Company as such directors; or all, or any of the shareholders as shareholders, or between any shareholder or shareholders, director or directors as shareholders or directors and any individual or individuals; by reason of any acts done or omitted, permitted or suffered by him, or them respectively; then and in every such case, and as often as the same shall happen, every such question, doubt,

cause of action, or suit, dispute or difference, shall, at the request of any or either of the said parties thereto, or the heirs, executors or administrators of any or either of them, be reduced into writing and referred to three indifferent persons; one of them to be chosen by the person or persons taking one side of the matter in difference and another of them by the person or persons taking the other side of the matter in difference, within twenty-one days after such request; and a third to be chosen by the said two first chosen arbitrators, within fourteen days after they shall be chosen; and in case the person or persons taking either side of the matter, in difference shall neglect or refuse to choose an arbitrator on his or their part, within the time aforesaid; then the arbitrator to be so chosen on the part of the person or persons taking the other side of the matter in difference, shall choose another person to be joined with him in such arbitration, and such two persons shall nominate a third person to be joined with them in such reference; and the award or determination of the said three persons so to be chosen, as aforesaid; or of any two of them, concerning the matter or matters, so referred to them, shall be binding and conclusive, on the parties and their respective heirs, executors and administrators and shall be performed and kept by them accordingly, without any further suit or trouble; so as such award or determination be made in writing, under the hands of such three persons acting as arbitrators, or two of them, within three calendar months next after said three persons shall be elected as aforesaid; and for further and better enforcing the performance of every such award, the same award, and the submission hereby made, and the submission which may be made or entered into (if any) by any other instrument, shall, from time to time, be made a rule of the Court of King's Bench, or of the High Court of Chancery, according to the Statute in that case made and provided.

71. That if ever the losses of the Company shall have absorbed not only the whole of the fund called "THE GUARANTEE FUND," but also one-fourth part of the then paid up capital of

Company to be dissolved whenever one-fourth of the paid up capital be lost.

the Company, the Board of Directors for the time being shall within twenty days, or so soon after such losses being incurred, as the said Board possibly can, and they are hereby required to call an extraordinary general meeting of the shareholders in manner as hereinbefore mentioned, and lay a statement of the affairs of the Company before such meeting; when it shall be lawful for any one, or more of the shareholders personally or by such proxy as hereinbefore mentioned at such meeting to require the dissolution of the Company; and the same shall be accordingly dissolved, and the affairs thereof wound up, in manner hereinafter mentioned, unless two-thirds of the shareholders qualified to vote as aforesaid, then and there present,

either in person or by proxy, so far as voting by proxy is heretofore permitted, shall be desirous of continuing and carrying on the Company, which they shall be at liberty to do, upon purchasing the share or shares of the party or parties so desirous of withdrawing from the Company, at the then estimated bona fide value thereof (such value being determined by arbitration as aforesaid if any difference exist respecting the same) and also upon indemnifying such retiring shareholders from the debts and engagements of the Company and releasing them from the covenants, clauses and agreements contained in these presents, or in any subsisting deed or deeds of settlement of the Company; provided that nothing herein contained shall extend or be construed to extend to release such retiring shareholder or shareholders from bearing and paying his, her and their respective proportion of the losses of the Company, up to the day of such extraordinary general meeting.

72. That if such loss shall not be inserted an absolute and entire dissolution of the Company and determination of this partnership may lawfully take place, on the terms hereinafter expressed, and on no other terms (that is to say) by, and with the consent, and approbation of three or more of the directors, for the time being, to be testified by some writing signed by them, and by, and with the consent and approbation of two-third parts at least in number and in value, of the votes of the shareholders present, in person, or by proxy, so far as voting by proxy is heretofore allowed, and voting at each of two successive meetings of the proprietors; and each meeting to be for that purpose exclusively, respectively convened by a Board of Directors, by one calendar month's notice at least, to be signified by the manager for the time being, by advertisement in one or more of the Birmingham newspapers; and that proper measures for effectuating such dissolution shall be taken by a committee to be composed of three of the directors, for the time being of the Company, and by an equal number of persons to be chosen by the majority of votes of the shareholders present, in person or by proxy, and voting at the last of such meetings; and that after such resolution, the affairs and concerns of the Company shall, with all convenient speed, be wound up, and the debts, and liabilities of and claims on the Company, shall be satisfied, discharged or otherwise sufficiently provided for, and all the effects, securities or assets, guarantees and other funds, and interest, and benefit of existing engagement shall be converted into money; and for that purpose all outstanding debts owing to, and the benefit of engagements belonging to the Company, may be sold for money, and the balance (if any) of the assets and property of the Company shall be divided among the persons who shall be the

respective shareholders at the period of dissolution, and their respective executors and administrators, ratably, and in proportion to the amount of their respective shares at that time; and any of the shareholders (not being a director or manager) may

Mode of winding up affairs in case of dissolution. } become purchasers of any of the assets of the Company, which shall be sold; and the majority of voters, (according to the rules of voting hereinbefore contained) present in person, or by proxy, and voting at any special meeting to be convened for the purpose, may declare the accounts of the Company finally closed, and the assets of the Company fully administered, or with such exceptions, as they may think fit to declare; and the directors, trustees, and all other parties to be released and discharged, with or without such exceptions, from all suits, claims and demands, under and by virtue, or in consequence of these presents, and they shall be released and discharged according to such resolution, and in the forms, and under the modification thereof.

73. That the Board of Directors for the time being, shall cause

This deed may be enrolled and deposited as Directors may appoint. } these presents, or any future deed or deeds, as aforesaid, relating to the Company, to be enrolled in the High Court of Chancery, in England, for the benefit and security of all the parties to the same; and such deed or deeds shall afterwards be deposited in such place as the Board of Directors shall think fit, and shall, at any time, or times on the request and at the charges of any person or persons requesting the same, be produced on any trial or trials, hearing or hearings at law or in equity, or on any other reasonable occasion, due notice in writing being first given to the manager for the time being, of the time and place when and where the production thereof, will be required.

74. That the Board of Directors for the time being, if required

Charter or Act of Parliament may be applied for. } by two successive meetings as hereinbefore mentioned, may apply for and solicit out of the funds of the Company, a Charter for the purpose of incorporating the Company hereby established, or the shareholders thereof for the time being, and also may apply for and solicit an Act of Parliament for the purpose of giving full effect to, and carrying into execution the provisions, agreements and stipulations in these presents or in any supplemental deed contained and procuring such other privileges as may be requisite or necessary for the purpose, or as may be deemed advantageous for the interests of the said Company.

In witness whereof, the said respective parties to these presents, have hereunto set their several hands and seals, the day and year first above written.

# Contract of Copartnery

OF THE

ABERDEEN

Town and County Bank,

1825.



Inductive clause. } The parties hereto subscribing, and  
} named and designed in the testing clause  
hereof, considering that a new Banking Company in Aber-  
deen, with an extensive capital, conducted upon sound and  
liberal principles, and supported by the mercantile and mo-  
nied interest of the Town and County of Aberdeen would  
be productive of advantage to the partners, and to the public  
at large, have resolved to form themselves into a Society or  
Company, for that purpose, and have agreed upon the fol-  
lowing rules and regulations:—

Designation of the } 1. That the Company hereby formed  
Company. } shall be known by the name and designa-  
of "The Aberdeen Town and County Bank," and shall  
commence from and after the fifth day of April, 1825, which  
is hereby declared to be and have been the time of commence-  
ment of this copartnery, notwithstanding the dates hereof;  
and shall continue for the period of twenty one years, from

Its endurance: } the said fifth day of April, 1825—that is  
} to the fifth day of April, 1846, or for

May be prorogated. } such period as the Company shall deter-  
} mine, in manner after specified; and du-  
ring the subsistence of the copartnery, the said parties faith-  
fully promise and oblige themselves, and their respective heirs  
and successors, severally to promote and advance the interest  
and advantage of the Company to the utmost of their power.

Capital to be divi- } 2 That the Capital Stock of this Com-  
ded into shares } pany shall be seven hundred and fifty  
thousand pounds sterling, divided into fifteen hundred shares  
of five hundred pounds sterling each; and how soon this pre-  
sent contract of copartnery is subscribed by partners holding one

half of the said capital stock, the Company is hereby declared constituted. That the said Capital Stock, or such part there-

And paid by instal- } of as may be required, shall be contribu-  
ments. } ted and paid by the partners, at such times  
and by such instalments, as the court of Directors may ap-  
point, and that in proportion to the shares respectively sub-  
scribed for by the partners, as the same are particularly spe-  
cified in the testing clause hereof, and annexed to their re-  
spective subscriptions. And in case the first instalment shall

Provision in the } not be regularly paid by any of the part-  
case of first instal- } ners within twenty one days after it is  
ment not being regu- } called for by the committee of manage-  
larly paid. } ment, with interest thereof, it shall then be in the power of  
the committee of management either to do diligence hereon  
for the same, and for a fifth part more, of penalty, in name  
and manner hereinafter provided, to be added to the general  
account of profit and loss; or, in the option of the said com-  
mittee of management, to declare the said persons failing to  
pay as aforesaid, to be no longer partners of the said Compa-  
ny, by letters addressed to them under the hand of the  
Cashier of the Company; and immediately thereafter, with-  
out further intimation, to dispose of the said shares as the  
said committee of management shall see proper, and in case

Provision in case } any of the after or subsequent calls in  
any of the after calls } further payment of this stock, or for mak-  
or instalments not be- } ing up any losses that may be sustained  
ing regularly paid. } by the Company, shall not be regularly paid by any of the  
partners, at the term or date when the said call shall be made,  
in manner aforesaid, or at least within twenty one days there-  
after, with interest thereon, it shall then be in the power of  
the committee of management, either to do diligence or pro-  
secute for the same, and a fifth part more of penalty to be  
added to the general account of profit and loss, or in their  
option to sell and convey the shares of said partners failing to  
pay up, as aforesaid, and that by public sale, in manner as  
hereinafter provided; and on accounting for or paying over  
the net proceeds of such sale to such deficient partners, all  
further claim from them, or their representatives, on the stock  
and profits of the Company, in any manner of way, are here-  
by discharged or extinguished; such deficient members ceas-  
ing, from the moment of said sale, to be partners herein.  
And the committee of management shall be entitled, on such  
sale, to receive and discharge the prices, and to assign and  
convey the said shares to the purchasers.

Business of the Company to consist of Banking, &c. } 3. That the business of the Company shall consist of Banking, in all its branches; for issuing notes of hand, lending money, on cash accounts, real or personal security, bills of exchange, letters of credit, borrowing money on receipts, bills, promissory notes, or other form of obligation; investments in the government or public funds of Great Britain, Exchequer and Navy Bills, or other securities of the government of the country; purchases of Bank of England Stock, East India Company's Stock, Bank of Scotland Stock, Royal Bank of Scotland Stock, or the stock or shares of any other Company or Corporation, acting under royal charter or act of parliament in Great Britain; or in purchases of the stock of this or any other eligible Company; or if the court of Directors shall deem it expedient in the investment of any part of the actual unemployed capital in the purchase of land and houses, and in the purchase and sale of annuities; but for no other adventure, trade or merchandise, than that of Banking, or the purchases and investments before enumerated and described. And the Company shall begin to deal and do business as Bankers, in Aberdeen, on the fifth day of April, 1825, or as soon thereafter as found to be convenient.

Directors. } 4. That the whole business, affairs, and concerns of the Company are entrusted to and shall be managed by certain partners, as a committee of management, or Court of Directors, consisting of not more than twenty one persons, whereof one is to be Governor or President, and the others Directors. And at their first meeting the said Court of Directors shall name their Governor, and } shall also make choice of seven of their } number as a sub-committee of management, for directing the business of the } Company. That a general meeting or head court of the whole partners shall be called by advertisements and circulars, and held on the fifth day of March next, for the purpose of electing the Court of Directors for the first year, who shall enter upon their charge immediately thereafter, and continue in office until the fifth day of March, 1826. That, in naming their Governor and making choice of a sub-committee of management, as aforesaid, each member of the Court of Directors shall only have one vote, whatever number of shares in the Company he may hold. That a



quorum of the Court of Directors shall not be less than nine, and of the sub-committee not less than three. And at all general meetings of the Company, and meetings of the Court of Directors, the person presiding, or in the chair at the time shall not only have his deliberative vote or votes as a partner of the Company, but, in case of equality a casting vote besides. And at all such general meetings of the Company, and meetings of the Court of Directors, the meeting, in the absence of the governor, shall choose their own chairman, and the sub-committee shall at all times, choose their own chairman.

5. That there shall be monthly meetings of the Court of Directors } Directors, viz. on the first Monday of  
to meet monthly. } every month. That the sub-committee  
and sub-committee to } shall meet weekly, on every Monday for  
meet weekly. } the despatch of business, or oftener, if  
necessary. And it shall not be in the power of the Court  
of Directors to attend the meetings of the sub-committee, or  
to interfere in the ordinary affairs of the company, unless at  
their stated monthly meetings, or unless their presence and  
assistance is called for, by requisition, from a majority of the  
sub-committee.

6. That the Directors shall be chosen in the manner after specified by a majority of votes of Partners present personally  
Meetings for Elec- } at the general meeting to be held on the  
tion of Directors. } fifth day of March, 1825, and at the annual  
stated general meeting to be held on the fifth day of  
March yearly thereafter, if a lawful day, and if not the first  
lawful day thereafter. That fourteen of the Directors shall  
Qualifications of } hold at least ten shares each of the Com-  
Directors. } pany's stock, bona fide, and in their own  
private right; and the remaining seven Directors shall hold  
at least five shares each, bona fide, and in their own private  
right. And the members of the sub-committee shall all be  
resident in Aberdeen or within three miles thereof. Every  
person carrying on business as Bank Agent or Cashier in  
Aberdeen for a Banking Company, or Banker is hereby dis-  
qualified from being a Director of this Company. And in  
case any member of the Court of Directors shall be in a state  
of bankruptcy, or notour insolvency, or shall cease to be  
qualified as a holder of stock, or otherwise, as before provi-  
ded, or shall become Bank Agent in Aberdeen or Cashier for

any Banker or Banking Company, he shall, ipso facto, be disqualified from being longer a member of the Court of Directors. And when any such disqualification takes place, or in the event of the death of any of the Directors, the remaining members of the Court of Directors shall fill up the vacancy by nominating another person, duly qualified, in his place; but such nominee shall remain in office only until the next annual election. But there is nothing herein meant to disqualify from holding the office or situation of a Director, any person, otherwise qualified, merely holding stock or shares in any other Banking Company.

Stated annual general meetings. } 7. That there shall be one stated general meeting of the Company in the year, viz. on the fifth day of March yearly, if a lawful day, and if not a lawful day, on the first lawful day thereafter, upon at least thirty days previous intimation, in the Aberdeen newspapers, or such other newspapers as shall be fixed on by the Directors at the time.

Votes how to be counted. } 8. That, in the choice of Directors, and in all matters submitted to the cognizance or consideration of a general meeting of the Company, the partners personally present at such meeting shall have right to vote according to the number of shares which they respectively hold in the Company's stock; each share being entitled to one vote; but no person shall be allowed, in any case, to vote by proxy. And no Partner shall be allowed to hold more than thirty shares of the stock of the Company.— And in every case where Companies are Partners, or hold part of the capital stock of the Company, only one of the Partners of such Company shall be entitled to vote and act, and his name shall be entered in the books of this Company accordingly. And no Factor, or Trustee on the bankrupt estate of a Partner or Trustee or Executor on the estate of any person deceased, shall be entitled to attend any meeting of the Company, or vote at the same. And the election of Directors shall be conducted after the following manner:—

Mode of Election of Directors. } The preses being chosen, the Partners shall deliver into him signed lists of the names of the persons for whom they vote as Directors, which shall be by him put into a glass, placed on the table, in presence of those assembled; and after the whole of such lists have been presented, the glass containing the same shall in-

mediately thereafter be sealed up, and delivered to three of the Partners present to be named as scrutineers. That those three scrutineers shall, with all convenient speed, retire to a room adjacent to the place of meeting, open the glass, and carefully examine the signed lists therein deposited, and ascertain what persons have the greatest number of votes for the office of Directors; and shall, as soon as convenient, report to the preses of the meeting, under a sealed cover, a list subscribed by them, of the twenty-one Directors who have been elected by a majority of votes, as aforesaid; which list the preses is authorised to announce in the first Aberdeen newspaper. And immediately after the election, the signed lists in the glass shall be delivered by the scrutineers to the Governor, to be by him destroyed, or disposed of as the meeting may appoint. In case of any person or persons having an equality of votes as Directors, the election shall be determined by ballot, and the scrutineers shall, in such event, proceed accordingly.

Powers of Cashier. } 9. That the Cashier shall have such powers for conducting the business and affairs of the Company, in the absence of the sub-committee, as they shall think it proper and expedient to confer, by minutes in their sederunt book. But all matters, when brought before the sub-Committee, or Court of Directors, shall be decided and disposed of in such way and manner as they shall think proper.

His qualifications. } 10. The Cashier must be possessed of at least five shares of the capital stock of the Company, and shall receive such yearly salary or allowance from the Company as shall be fixed and regulated by the Court of Directors for the time being.

Court of Directors } 11. That the first and all future Cash-  
to name Cashier. } iers shall be nominated and appointed by the Court of Directors for the time being; and as, in the progress of time, when the whole or a great part of the capital stock of the Company may be advanced and paid up by the Partners; and when it may have increased much in value, it may be expedient to appoint to the office of Cashier a Partner holding less than five shares, the Court of Directors for the time being are hereby empowered, if they shall think fit, to elect to the said office, when it shall become vacant, a Partner, holding less than five shares, provided he finds secu-

ritv for his intromissions, to their satisfaction, to the extent of at least ten thousand pounds sterling, after making allowance, by fair and proper computation, of the value of the shares which such Partner may have or hold of the capital stock of the Company. And every Cashier, though actually holding five shares of the capital stock of the Company shall be obliged, when required thereto by the Court of Directors for the time, to find security for his intromissions, to what extent shall seem to them fit, but not less than the sum of ten thousand pounds sterling. And no Cashier shall be removable, unless two thirds of the Directors for the time being shall concur in a motion for his removal.

Court of Directors }  
 to name Secretary, }  
 Accountants, & Tel- }  
 lers: } 12. That the court of directors shall elect, a Secretary, Accountants, and Tellers, to whom they may allot, from time to time, such salaries as shall seem proper. And it shall be in the power of two thirds of the said directors to dismiss them, when they shall see occasion, and to appoint successors to them. And the said Secretary, Accountants, and Tellers, and their successors in office, and other officers of the company, shall find caution or grant security for their intromissions and faithful discharge of their office, when required by the directors for the time being, and to what extent they shall think proper to require, but so that the security of the Secretary, Accountants and Tellers, may not be less than two thousand pounds, sterling each. And the directors shall also name and appoint what other officers and clerks shall be deemed necessary, and remove the same at pleasure, and fix their salaries or allowances. And besides the salaries or yearly allowances, it shall also be in the power of the directors to allot to the use of any of the officers of the company such dwelling houses as they shall see proper, or in lieu thereof, to make a pecuniary allowance, in name of house rent, to those not so provided.

Powers of Directors to admit new partners. } 13. That, for one entire year after the company shall begin to do business as Bankers, the Court of Directors shall be entitled to admit, as partners to this concern whatever persons shall appear to them to be eligible partners, and that at such rate or price as they shall judge proper, but not under the rate of five hundred pounds sterling per share; with interest from the period at which the first instalment is called up. But how

soon the subscribed capital shall amount to seven hundred and fifty thousand pounds sterling, they shall be no longer entitled to increase or enlarge the capital, unless the same shall be pre-

And to increase or enlarge the capital with consent of a general meeting. } previously sanctioned and approved of by a general meeting of the company, called for that purpose, by public advertisement in the Aberdeen newspapers, or two months notice, mentioning the purpose of the meeting.

Court of Directors may name Agents &c. in Edinburgh, London, and other places. } 14. That the Court of Directors shall have power to name agents, or form establishments of Cashiers, and other officers, for carrying on the company's business, or negotiating their ordinary affairs, in Edinburgh, London, or what other places they shall think fit, and to remove and suppress the same at pleasure, and to fix such salaries or allowances as they shall think proper.

Regulations regarding the mode of subscription and execution of the company's obligations and deeds. } 15. That the notes and obligations of the company, commonly called bank notes, shall be subscribed by such officers of the company as shall be appointed by the sub-committee, by a minute in their sederunt-book, and that all promissory notes, indorsations of bills, and receipts, shall be taken to, and given and signed by the Cashier, or some other officer of the company, holding a power of Attorney from the Cashier, approved of by the sub-committee. And every receipt, promissory note or draft, other than bank notes, shall be marked by the subscription of the Teller, who received the value or amount for which such receipt, promissory note or draft was granted. And all bonds, heritable and movable, and other writings and contracts, title deeds and securities, shall be taken to and in the name of the cashier, and two of the directors, and the survivors or survivor of them, and their or his assignees, in trust, for themselves and whole other partners of the company present and future.— And in case of the removal from office of any of the said parties, in whose favor such writings shall be taken or conceived, or in case of their ceasing to be partners herein, they shall be bound, at any time when required to denude themselves, by habile conveyances, of the said trust property, at the expense of the company, and to convey the same to such person or persons as shall be appointed by the sub-committee to hold the same for behoof of the company. And all bonds, submissions,

and other deeds and contracts, to be executed by the company, shall in like manner be signed and executed by the cashier and two of the sub-committee for the time being. And all bank notes, promissory notes, bills, receipts, indorsations of bills and promissory notes, and other writings and deeds, signed and executed in manner or under the authority aforesaid, shall bind the company as effectually as if the whole partners had signed the same, the said company being always hereby obliged to relieve their said cashier and directors, or sub-committee, so subscribing, of all such writings to be granted by them, in virtue of the powers above-mentioned, and in like manner, all persons paying or fulfilling their obligations or contracts to the persons so authorised, shall be completely discharged of the same.

Credit, on Cash Account, may be given to partners, to the extent of one half of their advanced stock without security.

16. That it shall be in the power of the sub-committee of management to give credit, upon cash accounts, to the partners of the company, to the extent or amount of one half of their advanced stock, at any time during the subsistence of the contract, without any further or collateral security but the security arising from the right of retention competent to the company, and assignation in security herein contained, but declaring, that it shall be entirely in the option and at the discretion of the sub-committee to give or withhold this credit, as it shall appear to them that the applicant is likely to be a useful partner of the company, or not. And that the sub-committee shall farther have power to recal the said credit, at any time they may think proper, on giving six months previous notice. As also and

And to others on security real or personal.

to others on security, real or personal, declaring that the sub-committee shall have full power to grant credits, on cash accounts, to any person applying for the same, provided it be on bond, with security, real or personal, to their satisfaction, and, if on personal bond, there shall be two securities or cautioners, besides the principal party, and if on heritable security either on disposition in security with clause or power to sell, or on absolute disposition, qualified by a back bond. And neither the cashier nor any of the directors shall have a vote in judging of bills offered for discount, or applications for credit on cash accounts, where he himself is individually a party or where any partner of any trading company, in which he is a member is a party, where such company

consists of fewer than four persons, or where his father, son, or brother is a party.

17. That the business of the Company in Aberdeen, shall be carried on in a house, to be bought, built, or taken in lease, by the Court of Directors for the time being, which they are hereby empowered to do, as it shall seem for the interest of the Company; and to sell and dispose of the said House or what other House or Houses shall be bought by them, at what price and in what manner they shall think proper. And the cash, books, deeds, bonds, bills and other writings of the Company shall be kept therein, subject to such regulations as to custody and keeping, as the sub-committee shall from time to time think proper to make.

18. That the Books of this Company shall be balanced on the 31st day of January, 1826, and on the 31st day of January, yearly thereafter; when a statement or abstract of the Company's affairs shall be made up, during the continuance of this contract, and the yearly balance shall be examined, docketed, and signed by the sub-committee, after being submitted to, and approved of by the other Directors. And no assignment of shares of the Capital shall be admitted, or entered in the books of the Company, for fourteen days previous to the said 31st day of January yearly, nor till fourteen days after the day appointed for the election of Directors. And upon the day appointed for the election of Directors annually,

And a statement of the Company's affairs laid before the annual general meeting.

the said balance and abstract shall be laid upon the table for the inspection of the Partners, and the particulars thereof shall be read or stated and explained at a meeting by the Chairman. And it shall be in the power of such meeting, if they shall think fit, to appoint a Committee for auditing and reporting upon such yearly states, at a future general meeting, to be called for the purpose. And such Committee shall be entitled to call for the assistance of what number of the sub-committee, and officers of the Company, they shall think fit.

19. That as each Partner has contributed and paid at the time of subscribing this contract, the sum of ten shillings on each share which he holds in the capital stock of the Company, the same is to be applied

Ten shillings per share to be advanced at signing the contract towards defraying extra expense.

towards defraying the incidental and other expenses attending the first year's management; and the amount of said payment shall be placed to such account in the Company's books as the sub-committee may direct. And for the first year, no divi-

No dividend of profit to be made for the first year.

} dividend of profit shall be made; but the same after defraying the expense attending the first year's management; shall

be retained and applied as the Directors shall appoint. But the clear interests and profits of every succeeding year, as they shall appear at the time of each balance, shall be divided among the members in proportion to their several shares in the concern, after setting apart such sum as the Court of Di-

Sinking fund to be established.

} rectors may think proper to form and maintain a sinking fund for behoof of the

Company; which fund shall be disposed of in manner after provided.

20. That in case, at any time during the said twenty-one

Company may be dissolved in certain events before expiry of the contract.

} years, it shall appear upon bringing the Company's books to a balance, that a sum equal to one-thirtieth part of the advanced capital has been lost, in prose-

cution of the business of the Company, in any one year, it shall be in the power of one third part of the Company, possessing one third part of the Capital stock, to insist that the Company shall be dissolved. And in case it shall appear from said annual states, that a sum equal to one-twentieth part of the said capital stock shall have been so lost, in the course of one year, it shall be in the power of an eighth part in value of the Partners to dissolve the Company. And should it appear that one half of the advanced Capital has been lost, in any one year, it shall be in the power of any one Member at any general meeting, to insist that the Company shall be from that moment dissolved.

And, in like manner, if it shall appear, during any period of this copartnership, that there has been an aggregate or total loss of one half of the advanced capital, any one member shall have it in his power to dissolve the Company. And in estimating or calculating such aggregate loss, interest on the advanced part of the capital, and profits which have been derived must be taken into fair computation on the one and on

Provision for winding up the affairs of the Company.

} the other side. And at whatever time the Company shall be dissolved, whether by the lapse of the said twenty-one



years, or other period, to which it shall be prorogated in virtue of the powers after mentioned, or in consequence of loss, certain members of the Company, shall be appointed by a general meeting, to collect and pay off the debts of the Company, and wind up its whole affairs in the most expeditious and expedient manner. Declaring, that what is here intended to be meant as advanced capital is the capital actually paid up by the Partners at the immediate preceding balance.

21. That if, at the end of five years, from and after the Appropriation of } first balance of the Company's Books, it sinking fund. } shall appear to the Court of Directors for the time, that the sinking fund has increased, so as to exceed ten per cent. on the capital stock paid up by the Partners, then, and in that case, the Directors are hereby authorised to appropriate to, and divide among the Partners, by way of bonus, over and above the current dividend for the year, such sum as they may think proper, and with safety to the affairs of the Company; but so as not to diminish the sinking fund under the said ten per cent. That at the end of the next five years, they shall, in like manner, appropriate and divide such sum as the sinking fund may afford, but so as not to diminish that fund under twenty per cent, and so on, at the end of every five years, during the subsistence of the contract; but so as to add to, and leave, at the end of every five years, ten per cent additional on the capital stock paid up by the partners, at the credit of the said fund.

Contract may be } 22. That it shall be in the power of the prorogated. } partners of the Company, assembled at any general meeting, called for that purpose, by a tenth part of the Company in number, of persons possessed also of a tenth part of the capital stock of the Company, or by any five members of the Court of Directors, (notwithstanding the endurance of this contract is, in the first instance, declared to be twenty-one years) to prorogate and extend the same to any number of years beyond the said period of twenty-one years: provided that the said meeting shall be called by public advertisement as aforesaid, two months, at least before such meeting and the purpose thereof expressly specified in the advertisement. It being hereby declared that a minute in the books of the Company declaratory of their resolution to this effect, shall be effectually binding on the Company without any other form. And this copartnery shall be prorogated from

time to time, to any after period; under the same conditions and regulations; but not for a longer space at any one time, than twenty-one years in addition to the number of years that may be unexpired of the subsisting period of the copartnership, at any time the prorogation is made. And it shall not be lawful to prorogate, till the current space of the existence of this contract to five years, or under that term. It being always declared, however, that the power of dissolution shall at all times remain entire, in manner before provided.

Committee of management only liable for their intromissions } 23. That the committee of management, or directors, shall not be liable for omissions, nor for the sufficiency and responsibility of the persons or parties dealing with the Company; nor for the securities on property or investments, on which the funds of the Company may be lent out or applied; nor for the actions or intromissions of the cashier, or other officers or agents of the Company.

No sales to be made by partners until the expiry of 12 months from 20th June, 1825. } 24. That all the members of the Company shall be at liberty to sell and assign, *inter vivos*, the shares, held by them, at any time after the expiry of twelve calendar months from the twentieth day of June, eighteen hundred and twenty-five years, but not before; and provided that, before such sale, an offer specifying the name of the proposed purchaser and price offered, shall be made, in writing, to the sub-committee, through the cashier, for behoof of the Company, allowing them ten days to consider of, and accept or refuse the same.—And if such offer shall be declined or not accepted by the sub-committee, after their having been allowed ten days to consider the same, the sale may be made to any other person, at or above the price demanded from the Company, but not at a lower price, until a new written offer at such lower price, shall be made to the cashier, for behoof of the Company, and rejected by them. It being intended and understood by this clause that no voluntary sale shall be made of any share or shares, at a lower price than what they have been offered at to the Company and rejected by them. And in case any partners shall incline to make any gratuitous assignment, *inter vivos*, no such assignment shall be valid, unless such assignee shall

Shares must be first offered to the Company. }  
 Gratuitous assignments must be approved by sub-committee or otherwise the shares to be sold. }

be approved of by the sub-committee. And in case of his not being approved of, the sub-committee shall be entitled to sell and dispose of the shares so assigned, in the manner prescribed by article 25 of these presents; they always accounting to such gratuitous assignee for the free proceeds thereof.

Shares not to be held by two or more persons *pro indiviso*. } And in case of the shares of any partner devolving, by deed or legal descent, upon more than one person, they shall divide the same among themselves in such way and manner as that no more than one person shall be owner or holder of the same share or shares at the same time. And in case of their not doing so, the holders of such smaller parts of the stock, or the holders of shares belonging *pro indiviso*, to more than one person shall have no right to attend or vote at meetings, or in any respect to interfere with the management of the Company's business; but the shares so divided shall, in case of failure to pay up the calls, sales, bankruptcies, arrestments or otherwise, be subject to the rules and regulations herein contained. And every assignee and successor to any share or shares of this Company shall be subject to all the articles and regulations of the Company in the same manner as if they had subscribed these presents; and all the deeds of assignation shall contain a clause to that effect.

No partner to sell less than one share. } And it is declared that no partner shall be at liberty to sell or assign less than one share of the company's stock.

Shares of Bankrupt partners to be sold within 6 months after bankruptcy on being first offered to the company. } 25. That, in case of the bankruptcy or notour insolvency of any of the members of the company, the shares of such members shall be sold, within six months after the bankruptcy or notour insolvency; but always under the condition of being first offered to the sub-committee, in terms, of article 24, of these presents. And in case the shares of such members shall not be sold within the time above mentioned, it shall be in the power of the sub-committee after the lapse thereof, to sell and dispose of the said shares, by public roup to the highest bidder, after advertising the time and place of said sale, once a week, for four weeks, in the Aberdeen newspapers; and to fix the upset price, lower the same, and adjourn the sale from time to time, and to receive and discharge the prices, and to assign and convey the shares to the purchasers, they being al-

ways obliged to account to those having right, for the prices received by them, deducting expenses, and any debts owing to the bankrupt or insolvent partner to the Company. And it shall be in the power of the sub-committee to purchase the said shares themselves, at such public sale, for behoof of the company.

Deligence by arrestment or confirmation qua creditor, against any of the partners to be purged within three months.

26. That in case the shares or interest of any member of the company shall be arrested, in the hands of the company, he shall be obliged to loose the arrestments within three months after being required thereto by letter, from the Cashier. And in like manner, in case the shares or interest of any member shall be attached by the diligence of confirmation, *qua creditor*, his representatives if he any have, shall be obliged to purge the same, also within three months after being required thereto, by letter from the Cashier, otherwise, and in either of these cases, it shall

Or otherwise the shares attached to be sold by sub committee.

be in the power of the sub committee to sell and dispose of such shares, by public roup, and uplift the prices in the same manner as if the member was bankrupt, as is provided by the immediate preceding clause of this contract. And the sub committee may in like manner, become purchasers at such roup, for behoof of the company. And the same course shall be followed when no person chooses to represent such Partners whose shares have been attached by the diligence of confirmation, *qua creditor*; that is they shall be sold by the sub committee, and the price or proceeds accounted for to the attaching creditor. And in case the representative of a deceased Partner shall fail to accept the

Sub committee empowered to sell the shares of a deceased partner whose representatives fail to take up the succession within 3 years.

succession, and subject himself to the rules and regulations of the company, in terms of the twenty-seventh clause of this contract, within three years after the death of such Partner, the sub committee shall have power, immediately after the expiry of the said three years, to sell and dispose of the share of such deceased Partner, in the same manner as is provided for by Article 25 of this contract, and thereafter to carry the free balance of the price to the credit of the representative of the said deceased Partner, to bear such rate of interest as may be allowed by the company at the time, and

to retain the same until a legal title shall be made up and presented to the company by such representative. And the same

As also to sell the shares of partners going abroad and not being heard of for ten years. } rule shall be observed in the case of a Partner going abroad and not being heard of for ten years, the sub committee being in such case authorized to sell and dispose of the share, in manner before provided.

Assignations of shares to be entered in a book to be kept for that purpose. } 27. That in case of a partner selling his share, in manner before mentioned, the assignation or other conveyance thereof, or an extract thereof from a proper record, confirmation or other title, shall be produced to the sub-committee, and shall be entered in a book to be kept for the purpose. And no purchaser or assignee *inter vivos*, or *mortis causa*, or heir or executor, shall be deemed a partner, nor have any of the rights of a partner, till this is complied with, nor until they make payment of the debts owing to the Company by their authors; and until they farther, by a writing under their own hand or their attorney, duly authorised, shall accept the said assignation and succession before and in presence of two members of the sub-committee for the time being, who shall subscribe as witnesses to his acceptance.— And such purchaser, assignee, heir, or executor, shall become bound to all the conditions herein contained; and all regulations of the Company made or to be made by virtue of the powers herein contained and all deeds of assignation, shall contain a clause to this effect.

28. That every partner who disposes of his shares in the capital stock, on the terms before provided, and every other partner, how soon he ceases to have an interest in the Company, in the manner before mentioned, shall, in all time, thereafter, be entitled to relief of the whole debts owing by the Company, and of all obligations granted for the same; and, in general, of every prestation incumbent on him as a partner of the Company. And the other partners shall, for that purpose, be bound and obliged to relieve him and his foresaids of the same; such partner and his foresaids, till distressed, being always obliged to rest satisfied with this obligation as complete security and indemnification to him. And the whole Company do hereby subject, their interest and shares in the Company's

stock to be regulated according to this rule and article. It being however always understood, that the assignee, or heir or executor to such selling, assigning, or deceasing partner, takes the precise place of his author or ancestor, and has no claim on the other partners for relief from debts contracted or obligations entered into, previous to his becoming a partner.

29. That it shall be in the power of the sub-committee to purchase, for behoof of the Company, any shares of the stock that may be offered them by private bargain or at a public sale whether such stock shall belong to partners offering the same by voluntary sale or to defaulters whose shares shall be offered to sale under the provisions of this contract; and that at such prices as they shall consider of advantage to the Company. And such shares, so bought, shall be held in the names of the cashier and two of the sub-committee, and the survivors or survivor of them, in trust for the Company.

Sub-committee empowered to purchase shares for behoof of the Company. } And the sub-committee shall also have power to sell and convey the shares so purchased to what persons and on what terms shall appear to them advantageous to the Company.

Stock or shares of the partners declared to be moveable property descendable to executors. } 30. That the stock or shares of the partners of the Company and the profits thereof, shall be held, deemed and considered, and are hereby declared to be personal or moveable, and not a real or heritable estate, notwithstanding any heritable or real right which the Company may come to hold, by themselves, or by others for their behoof; and so the shares of the deceasing members shall descend to their executors.

Mode of suing diligence. } 31. That the Company shall sue and do diligence, for implement of this present contract, in the name of the cashier; and in all other cases, in the name of the person or persons in whose favour the deed or instrument is conceived or drawn, on which action or diligence is to be instituted; or of such other person as the sub-committee shall appoint. And the Company shall be held to be lawfully cited, in any actions at law, and diligence lawfully executed.

And of citing Company. }

uted against them, if the same are served upon the cashier individually, and the sub-committee jointly, at the Company's ordinary place of business in Aberdeen.

Assignment by the partners of their several shares, in favor of the Court of Directors, in security of debts and for other purposes

32. That each of the members hereby assigns to the committee of management or Court of Directors for the time being, his own particular shares and profits of the concern, in security of the debts and engagements of the Company and in security of any debts and prestations that may become owing and prestable by him to the Company; and for enabling the committee of management or sub-committee, if and when necessary, to sell and dispose of his shares or interests in the Company, in terms of the provisions above written; and, in general, in security of the performance and observance of his part of the premises. Declaring that in case any member shall become debtor to the Company, otherwise than for the shares which he presently hold in the co-partnery, or to which he may afterwards acquire right, and such partners share or shares in this Company, and the profits arising therefrom, are hereby declared burdened with and shall be subject and liable for the said debt, and impignorate therefor, preferable to every assignee, creditor, or representative of such partner; and which the said Company, or their directors, shall be entitled to apply accordingly.—

Shares of partners declared liable to the Company *primo loco* for payment of debts.

And it is farther hereby declared that the whole conditions of this contract are equally binding upon a female as well as male partners.

Condition of contract binding on Females.

partners.

33. That the whole clauses and conditions of this Deed are declared to be fundamental articles of this Copartnery: but it shall be in the power of any general meeting of the Company, or of the Court of Directors and sub-committee for the time being, to make such bye-laws or regulations as may suggest themselves in prosecution of the business, but not inconsistent with these presents; and which bye-laws and regulations, if made by the Court of Directors or sub-Committee, shall only be in force and binding upon the

Clauses of the contract declared to be fundamental articles of the Copartnery: but Court of Directors to make Bye-Laws or regulations, which if approved of by general meeting, shall be binding on the Company.

declared to be fundamental articles of this Copartnery: but it shall be in the power of any general meeting of the Company, or of the Court of Directors and sub-committee for the time being, to make such bye-laws or regulations as may suggest themselves in prosecution of the business, but not inconsistent with these presents; and which bye-laws and regulations, if made by the Court of Directors or sub-Committee, shall only be in force and binding upon the

and regulations, if made by the Court of Directors or sub-Committee, shall only be in force and binding upon the

Company, from the time of their being made till the next general meeting of the Company, unless the same shall then be approved of by such general meeting; and if approved of shall be binding upon the Company 'till altered by some future or subsequent general meeting. and if rejected or disapproved of by said general meeting. such or similar regulations shall not be again made or acted upon by the Committee of management at any time. There being nothing, however, here meant to prevent the same being brought forward, approved of, or made by a subsequent general meeting of the Company.

34. That over and above the shares held by Alexander  
 Shares held in } Brown and William Johnston, merchants  
 trust for the Com- } in Aberdeen, William Kennedy, John  
 pany. } Ewing, and Charles Chalmers, advo-  
 cates there, respectively as individuals, it is hereby declared  
 that two hundred and seventy unappropriated shares of the  
 stock stand in their names, in trust, for behoof of the Com-  
 pany. And they hereby bind and oblige themselves, and  
 How to be disposed } the survivor or survivors of them, to  
 of. } transfer the said shares, so held in trust,  
 to such person or persons, and in such form and manner, as  
 the interim Committee of the Partners, or the Court of Di-  
 rectors when chosen may think proper—and that immediately  
 when required so to do, by a minute, to be made and entered  
 in the sederunt book of the Company, and intimated to  
 them. Provided, that no number of shares exceeding thirty  
 shall be given off to one person, in terms of Article 8 of this  
 contract. And it is hereby declared that the majority of said  
 trustees, and of the survivors of them, or the last survivor  
 shall be sufficient for making such transference. As also  
 providing, that, in case the contract shall not be completely  
 executed before such unappropriated shares are disposed of,  
 the parties assumed for said shares shall be bound to subscribe  
 this contract, in the same manner as the other Partners. But in  
 case the contract should be completely executed before said as-  
 sumed Partners are received then and in that case, they shall be  
 obliged to subscribe, if required, a deed or deeds of accession,  
 as relative hereto, subjecting themselves to the whole condi-  
 tions, rules and and regulations of this contract, and bye-  
 laws to be made by the Company, alike as if they had been  
 original parties hereto, and obliging themselves to comply  
 with the whole articles of this contract.



All disputes and differences to be settled by Arbitration.

35. That all disputes that may occur between any of the partners with each other, or between the Company and the Committee of management, respecting the meaning or construction of this contract, or of any part thereof, shall be settled by the arbitration of the Sheriff, depute of the County of Aberdeen, the Lord Advocate of Scotland, or Dean of the faculty of Advocates, for the time, or any two of them; and each party, when required by the other party, shall be obliged to enter into a submission, to render the obligation effectual.

Contract may be subscribed by proxy.

36. That in regard there may be partners of this Company who cannot conveniently subscribe these presents, it is understood and agreed upon, that such persons shall subscribe by Attorney, lawfully authorised, or shall themselves subscribe a deed or deeds of accession as relative hereto. It being declared, that the persons so subscribing shall be equally bound by the whole conditions and prestations of this contract, and by any future regulations to be made, as relative hereto, as if they had themselves subscribed the same.

Mode of subscribing Contract.

And it is farther hereby declared and agreed, that, though the names and designations of the several parties hereto, and the number of shares which they respectively hold of the Company's stock, are not inserted in the body of this deed, but in the testing clause only, and annexed to their respective subscriptions, the whole contract and obligation to advance the respective shares of stock, as therein mentioned in particular, shall be equally binding on them and their representatives as if the same were inserted in the preceding part of the deed. And each subscriber, or his Attorney, in *majorem evidenciam*, shall add the number of shares, which he is to hold in the stock of the Company, to his subscription.—And farther, in regard that, by reason of the great number of subscriptions that may be adhibited to this deed, one sheet of paper or vellum, large enough to hold the whole of this contract, with the subscriptions, could not be found, and it therefore becomes necessary that the sheets should be joined together; and there cannot be room for the signatures of all the parties at the joinings of the several sheets upon which this contract with the testing clause and subscriptions, are written—the whole parties hereby contracting and subscribing have therefore en-

powered the said Alexander Brown, William Kennedy, and John Ewing, Esquires, and the survivors or survivor of them, when failing, by death or disability, any two of the partners, appointed by the sub-committee for the time being, by a minute in their sederunt book to sign the joinings of the said sheets on the margin; which the parties do hereby declare to be as valid and sufficient as if the same had been subscribed by all and each of them—any law and practice to the contrary notwithstanding.

Penalty for failure in performance of contract. } 37. The parties bind themselves and their heirs and successors, to fulfil, perform and observe their several parts of the premises to each other, under the penalty of five hundred pounds sterling; to be paid by the party failing, for each failure to the party observing, or willing to observe, besides performance. And they consent to the registration hereof, and of the several powers or letters of Attorney, in the books of the Council and Session, Sheriff court books of Aberdeenshire, or others competent, therein to remain for preservation, and if necessary, that all execution may pass and against them and their means and estate, and against the means and estate of the companies who are parties hereto; and that on a charge of six days, in common form.

And for that purpose, they constitute \_\_\_\_\_  
\_\_\_\_\_ as procurators, &c.

[Signed of different dates.]



**G L O U C E S T E R**  
**City and County Banking Company.**

CAPITAL £500,000, in 10,000 SHARES OF £50 EACH.



The great success which has attended the establishment of Joint Stock Banking Companies in Scotland, Ireland, and various parts of England, under the sanction of an Act of the

Legislature, 7 Geo. 4. has proved them to be of the most decided utility.

It is now no longer doubted that Banking Companies, possessing an adequate Capital, secured amongst an influential and affluent body of Proprietors, are most admirably calculated to sustain public confidence in times of difficulty, and to confer extensive benefits upon the country at large.

A well conducted Company whose affairs are closely investigated by a Board of Directors, and the results annually submitted to the Proprietors, can never be injured nor inconvenienced in the very worst times to the same extent that private establishments may be; for the known fact, that they possess a well secured capital, and have ample resources, would quiet the apprehensions of timid depositors, and prevent the necessity of sudden or ill-timed contraction of fair legitimate discounts.

From such an establishment, conducted on sound principles, which must eventually and probably at no distant period enjoy a large share of public confidence and support, Proprietors would derive fair and certain remuneration for their capital, whilst those who are also traders would receive back again more than an equivalent for the charges on their commercial transactions, and thus actually become their own bankers, and the public, at the same time, would have the advantage of an increased circulating medium.

Gloucester presents a very eligible opening for the successful establishment of a City and County Banking Company, from its contiguity to extensive and populous Manufacturing Districts, and its daily rising importance.

Since the completion of the Ship Canal, corn, timber, wine, Groceries, &c. &c. have been very extensively imported, not only for the use of the adjacent district, but also for the inland counties of Oxford, Worcester, Hereford, Warwick, Stafford, and Salop, whilst salt, cheese, coal, iron, &c. &c. have been exported in large quantities. The commercial intercourse of Gloucester with Ireland, Wales and America, is very rapidly increasing; and it may be confidently expected that this port will soon participate more extensively

in the trade which has already commenced with the West Indies, the Mediterranean and the Baltic.

With this extension of trade, the facilities for effecting monetary operations have not, however, kept pace; on the contrary, they may be said to be insufficient for even the present amount of business, and totally inadequate to the contemplated increase. It, therefore, appears highly desirable, with a view to foster the interests of a rising place, that merchants, agriculturists and others, should have all the aid and assistance they may require, consistent with prudent policy, and which a well established Public Company is best calculated to afford.

Impressed with the advantages of such an establishment, and desirous for its early formation on sound and liberal principles, subscriptions were entered into, and at a meeting held at the Spa-Hotel, Gloucester, on the 31st of May, 1831,

Robert Canning, Esq. in the chair,

It was unanimously Resolved,

That upwards of 4,000 shares having been subscribed for, a Joint Stock Company be now formed, to be called "The Gloucester City and County Banking Company" upon the principle and provisions of Act 7, Geo. 4; and that the following regulations be adopted, viz.—

That a Deed of Settlement be prepared,\* containing all necessary clauses for the protection of the Proprietors, and giving the Company a lien upon the shares of any Proprietor, on whose responsibility they may have made any advance.

That no transfer of shares shall be made before the Deed of Settlement is signed, nor until twelve calendar months after the same have been granted, unless under particular circumstances; nor at any time without the consent of a majority of the Directors present at one of their usual meetings, or at a special meeting called for the purpose.

That no person holding less than fifty shares shall be eligible for a Director or Manager.

That nine Directors shall be annually elected by a major-

rity of votes, who shall undertake the superintendence of the concern, out of which number four shall be competent to act, the Manager being also present, and having a vote.

That the scale for regulating votes at general meetings shall be—ten shares, one vote; twenty shares, two votes; forty shares, three votes; sixty shares, four votes; eighty shares, five votes, one hundred shares, and upwards, six votes.

That the Directors shall appoint the several officers of the company, and require of them such security as they may deem needful, according to their respective situations.

That no credit shall be given or continued, contrary to the advice of the Directors.

That the funds of the company shall not be, in any instance, invested in Foreign Loans, Mining Institutions, nor Articles of Merchandize.

That the accounts of the company shall be made up twice in each year; namely, on the 30th day of June, and the 31st day of December, and a general summary of them laid before the Proprietors at a meeting to be called for the purpose; and after paying the Proprietors at least 5 per cent. on their paid up capital, a portion of the surplus profits shall be added, from time to time, to increase the capital of the company as may be hereafter agreed upon.

That neither the books of the Bank, nor any of the bills nor securities which may pass through the same, shall be open to the inspection of any but Directors and officers of the establishment by their appointment.

That no Proprietor shall use the name of the company except the officers duly appointed.

That in the event of the company losing its surplus profits and one-fourth of the paid up capital, it shall be in the power of any share-holder to have it dissolved, unless other share-holders think proper to continue the concern, in which case they must pay over to the dissentient the then value of his or her shares.

It was further Resolved,

That the Bank of England and Messrs. Smith, Payne and Smiths, London, be appointed bankers to the Company.

That Mr. William Gibbons be appointed Manager of the Company *pro tempore*.

That a deposite of one pound per share be forthwith paid to the Gloucester Branch of the Bank of England; four pounds per share to the Manager, at the Bank, on the first day of July next, on which day the Company commence business, and a further sum of not exceeding five pounds per share in January next or at such later period as the Directors may think proper to call for it. If further calls should be found desirable, they shall be made as the Directors may appoint, not exceeding five pounds per share in any one year.

That the unappropriated shares now remaining in the hands of the Company shall be allotted at the discretion of the Directors, having due regard to the interests of the county and city; and that application for shares be addressed to Mr. William Gibbins, Bank, Gloucester.

That the thanks of this meeting be given to the gentlemen who have interested themselves in the formation of this establishment, and that

Robert Canning, Esq.

Jas. Wm. Daniel, Esq.

Wm. Montague, Esq.

Mr. Samuel Bowly, and

Maurice Shipton, Esq.

Mr. John Kendall,

be appointed a committee to conduct its further progress until Directors are elected at a general meeting of the Proprietors.

---

## County of Devon

### Banking Company.

*Capital £1,000,000 to be raised in 10,000 shares,  
of £100 each.*

The establishment of Joint Stock Banking Companies in various parts of the United Kingdom, having been found productive of great benefits to the community within their

respective districts, it is proposed to form such a company in this county, with a capital proportioned to the important objects it has in view.

To the tradesman and farmer it will have many recommendations, but it is sufficient perhaps to observe in this place, that it will afford increased facilities of credit, will extend the present limited circulation and will give it a stability, founded on the subscribed capital and known resources of the Company, which no panic will be able to disturb. To the depositor it will offer a more perfect security than is now attainable, and will admit at the same time of his obtaining a liberal interest whilst he is looking out for a permanent investment. To the proprietary it cannot scarcely fail to prove of equal advantage, as may be inferred from the past success of other companies of a similar character. The high premium borne, without any exception, by their shares, affords the best criterion both of the extensive utility and the profitable nature of such a joint and mutual system of Banking.

The following regulations are submitted for the consideration of the public; but it will of course be competent for any individual interested in this measure to suggest alterations by which the objects of the Company may be more effectually or beneficially promoted.

1. The capital of the County of Devon Banking Company shall be £1,000,000; to be raised in 10,000 shares of £100 each.

2. As soon as 5,000 shares have been subscribed for, a public meeting of the subscribers shall be called in the City of Exeter, for the purpose of appointing the Board of Directors. It shall be composed of a President, five Vice Presidents, twenty Directors, and four Auditors. The Board shall hold their meetings quarterly, and shall have full power to regulate the same, and fix the principles upon which the Bank is to be conducted. A report shall be presented at all such meetings, of the transactions of the three preceding months, accompanied with a balance sheet.

3. The Committee of Management shall consist of three Directors, to whom all the details of business shall be intrusted, and to whom alone all ordinary applications for cre-

dit shall be referred. In cases of a novel or complicated character, they shall summon an extraordinary meeting of the resident Directors and Auditors, or any four of them, as a council, and the majority shall then determine the course to be pursued.

4. Every subscriber of ten shares shall have one vote at the general meetings; of twenty-five shares, two votes; of fifty shares, three votes; and of one hundred shares, four votes. Ladies may give their votes by proxy, through the medium of any qualified shareholder.

5. No person subscribing, or afterwards holding less than twenty-five shares, shall be eligible for a Director or Auditor; and no person shall be allowed to subscribe for more than one hundred shares.

6. The Directors shall nominate, and have the sole power of removing the Managers, Cashier, and Clerks of the establishment, and require of them such security as they may deem expedient.

7. A deposite of five pounds per share shall be paid to the Directors, or Superintending Manager of the Bank, within \_\_\_\_\_ days after aforesaid meeting; and the Board shall be at liberty to call for a further instalment, not exceeding five pounds per share in the course of the year.

8. Those shares which may not be disposed of at the breaking up of the meeting, shall be appointed subsequently, at the discretion of the Directors, and for the benefit of the Company.

9. A Deed of Settlement shall be prepared, containing the necessary clauses for the protection of the Proprietors, and giving the Company a lien upon the shares of any Proprietor on whose responsibility they may have made advances.

10. No transfer of shares shall be made before the Deed of Settlement is signed, nor at any time, without the consent of a majority of the Managing Committee or of the Directors, at one of their usual Meetings.



11. A credit account may be opened with any Proprietor equal to the amount paid upon his shares, and on which he shall be chargeable with interest only after the rate of four per cent.

12. The interest to be allowed upon deposits lodged at the Bank for a definite period, shall be determined antecedently at the Quarterly Meetings of the Board.

13. An interest of two and a half per cent. shall be granted on running accounts, and payments above ten pounds made for an undefined term; but the Board of Directors may increase or alter that rate generally from time to time, or in certain cases where it may appear advisable for the interests of the Company.

14. No interest shall be paid on the fractional parts of a pound, belonging to any sum deposited at the Bank for an indefinite term.

15. No credit shall be given or continued contrary to the advice of the Committee of Management.

16. The capital of the Company shall not, in any case, be invested in foreign loans, mines, or merchandize.

17. No Proprietor shall be at liberty to inspect the books of the Company, or any of the bills, securities, &c. which may pass through the Bank, unless the same be a Director, Manager, or Auditor, appointed for such purpose, in order that the credit and private transactions of individuals may be preserved inviolate.

18. The accounts of the Company shall be made up every six months, namely, on the 30th of June and the 31st of December; and a general summary of their results, without any specification of names and individual credits, shall be laid before the Proprietors at the annual meeting, where a dividend, founded upon the actual profits, will be declared.

19. Three of the Directors and one Auditor shall go out annually by ballot among themselves, and these vacancies shall be supplied at the annual general meeting, but the parties retiring shall be eligible for re-election.