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All Letters to be addressed and
Remittances made payable to
"THE ORIENTAL BANK CORPORATION"

Oriental Bank Corporation.

Yokohama 6th Feb 1871

To Their Excellencies
The Ministers of Finance to
the Japanese Government
Gentlemen.

At the request of Mr. Cargill
I now enclose a copy of the Contract for
the manufacture of the new notes for your
Government, to which reference was made
in my letter of 15th ultimo.

I also enclose copies of the
Discharge for £70,000 paid to Mr. H. H. Kay
& Messrs Colman & Co - the particulars of
which have already been furnished to your
Government. The original receipt is
retained by us on account of your
Government.

I have the honor to be Gentlemen
Your obedient Servant
Joseph Russell & Co

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This is an Agreement made at London on the twenty fifth day of November One thousand eight hundred and Twenty, Between Hooyeno Okura no Daijo, Commissioner of His Imperial Majesty The Tennos of Japan, and now residing in London of the one part and Mr. Carl Dondorf of No 60 King William Street in London of the other part, The said Commissioner acting for and on behalf of His said Imperial Majesty, and the Government of Japan (hereinafter called the Japanese Government) and the said Carl Dondorf acting for and on behalf of the Printing Establishment of C. Dondorf & Hammanns Druckery of Frankfurt am Rhein (hereinafter called the said printer). Whereas the Japanese Government having formed a determination of changing the system hitherto pursued in the printing of their paper money in order to place the greatest difficulties which Art and Science can produce in the way of imitation have decided upon the introduction of new notes, and have therefore decided to conclude a Contract with the said Printer for the manufacture and printing of such notes, And it is accordingly hereby declared and agreed between and by the Japanese Government and the said Printer in manner following, that is to say

The said Printer undertake and agreed to manufacture, print, and execute the new paper notes which the Japanese Government propose to issue namely notes of the imperial denominations 100-50-10-5-2 $\frac{1}{2}$ and one Yen, and 50-20-and 10 Ten with the best material and in the best

Manner

130 1 2 3 4 5 6 7 8 9 140 1 2 3 4 5 6 7 8 9 150 1 2 3 4 5 6 7 8 9 160 1 2 3

manner, and to exert and use therein their best artistic ability and utmost technical skill.

2 The Execution of the notes shall be divided into three classes namely A. B. and C. in manner following: -

Class A shall be printed on the front as to the first impression or "Fond" in the style or manner known at Frankfurt as "Schuellpressdruck" and as to the second impression in or with Copper plate, and on the back as to the "Fond" in "Schuellpressdruck" and as to the second impression in the style or manner known at Frankfurt as "Buchdruck"; and on the back with two sets of numbers and Japanese characters.

Class B shall be printed on the front, as to the Fond in "Schuellpressdruck" and as to the second impression in "Schuellpressdruck" only and on the back with two sets of numbers and Japanese characters.

Class C shall be printed on the front in the same style and manner as Class B and on the back only one impression in "Buchdruck" only with one set of numbers and Japanese characters.

3 All the notes shall be printed on Hemp Machine made paper cut and rolled: -

4 The paper as well as the designs and colours of all the notes shall be submitted to and approved by the said Commission or other the Commission of the Japanese Government from time to time (hereinafter called the Commission)

5 One complete set of specimens of the paper design and colors as so approved for all the notes as well as of specimens of the first proofs

proofs from all the original plates shall be delivered to the Commission for transmission to the Japanese Government and another complete set of all such specimens shall from time to time be deposited in a cover sealed with the seals of the Commission and the said printer, with some Notary at Frankfurt, for reference in case of dispute hereafter.

6 Numbers of the notes shall be in Japanese running to a series in succession from 0001 to 9999 Each series being composed of one or more Japanese characters which will be changed at the expiration of each series of 9999 notes.

7 The nine denominations of notes shall be made in four sizes namely: -

Size 1. For notes of 50- 20- and 10 Yen, shall measure 2 7/8 by 3 1/2 English inches

Size 2. For notes of 1 and 2 1/2 Yen shall measure 2 7/8 by 4 1/2 English inches.

Size 3. For notes of 5 and 10 Yen shall measure 3 3/8 by 5 1/2 English inches

Size 4. For notes of 50 and 100 Yen shall measure 4 1/8 by 6 1/2 English inches.

But the printed notes if originally made properly for the sizes, shall not be rejected on account of any slight shrinking or enlarging of the paper after manufacture.

8 The notes to be printed and delivered are 75,540,000 in number consisting of

	20000	Notes of 100 Yen
	20000	" " 50 "
	500000	" " 10 "
	1000000	" " 5 1/2 "
	20000000	" " 1 "
	120000000	" " 50 Yen
	200000000	" " 20 "
	200000000	" " 10 "
<hr/>		
Total	75,540,000	

9. It being

9 It being of the greatest importance to the Japanese Government, that all the notes should be put in circulation at the earliest possible period it is hereby specially provided and agreed that all the notes and plates according to the above specifications, shall be completed packed and despatched by Railway at Transport ready for transmission to the Government within Eighteen Calendar Months (One year and the half of another Year) from the date of the approval of the designs by the Commission and if all the notes shall not be completed and despatched accordingly within the said period, the Japanese Government will make and retain a deduction or allowance of Five per Cent upon and out of the price to be paid for all notes not then completed and despatched for the first week or portion of a week, and the like deduction or allowance of Five per Cent upon and out of the price of all notes not then completed and despatched for the first week or portion of a week, until all the said notes shall be completed and despatched, such deduction or allowance to be the ascertained or stipulated damages for delay.

10 The said Printers agree that they and agreed that all the workmen and other persons employed in or about the printing or manufacturing of the said notes shall be sworn to fidelity in the usual and due form before the proper authorities at Transport. The whole of the work shall be executed in closed rooms, where only the Commission, the said Printers and the Directors or Managers of their printing Establishment, the necessary Artists, Engravers,

Engineers and the sworn workmen employed in the work shall be admitted, but as an exception persons of high standing may occasionally be admitted but only in company of the Directors or Managers of the said printing Establishment all the works and operations under this contract and the premises machinery and things used by the said Printer therein shall be open at all reasonable times to the inspection of the Commissioners and of any other representatives or Agents appointed by the Japanese Government.

11 The said Printers also engage and undertake that the premises where the work is carried on shall be watched most carefully and strictly by day and night by watchmen who shall be obliged to prove their watchfulness by means of a proper bell-tale or continual watch and the said Printers shall moreover adopt every additional regulation and precaution which may from time to time be considered necessary or expedient by the Commissioners or the Japanese Government for securing the strictest security as to the said work and all the branches thereof, but no such regulation or precaution shall be required which interferes with or delays the work.

12 On each plate or block for printing the notes two secret signs will be adopted one which will have to be used by the Official of the Japanese Government, in general will be such as can be brought to their knowledge by means of a magnified copy, whilst the other is to be communicated to the Imperial Government

Government only. Two Artists only will be charged with the execution of these secret signs, and neither of such Artists shall be allowed to know that the other is so occupied or to hold communication with the other during the progress of the work.

13 The Japanese Government reserves the right to reject any notes, the execution of which shall be found insufficient or faulty, either through the Commission at Frankfurt or on receipt of the same in Japan and the said printers shall at their own expense with the best despatch thereafter complete and deliver new and proper notes to replace those rejected. But no rejection shall be deemed valid unless communicated to the Printers within Seven Calendar Months from the date of the last despatch of notes under this contract.

14 If any question or dispute shall arise between the Japanese Government and the said Printers, as to whether the notes rejected are or are not sufficient according to the terms of this Contract, or on any other point matter or thing arising out of this contract, any such question or dispute shall be referred to the arbitration in Europe of three Commissioners or Arbitrators one to be named by each of the contracting parties, and the third to be named by the two first named Commissioners or Arbitrators, or if they cannot agree by the Governor of the Bank of England, and the decision and award of two of such Commissioners or Arbitrators shall be final and conclusive upon and between the parties thereto.

15. All

15 All machinery materials utensils tools and things whatsoever required for the execution of the notes at Frankfurt shall be entirely and without exception at the expense of the said Printers.

16 The Japanese Government agree to pay to the said Printers for all the original designs, Original plates and Patronen the total sum of thirty six thousand Florins, and further for ^{Florins} 1000 notes of Class A size 4 namely for the notes of 100 and 50 ^{Florins} 36
1000 " " " " 3 " " " " 10 " 5 " 24
1000 " " " " 2 " " " " " 2 1/2 " 1 " 12 1/2
1000 " " " " C " " " " " 50.20 and 10 See 9 3/4

17 The notes shall be packed in tin boxes enclosed in wooden boxes securely fastened by two iron hoops. The actual cost of packing and boxes without any advance or percentage for profit or otherwise shall be paid and honored by the Japanese Government.

18 All deliveries of all notes shall be made in London to the Oriental Bank Corporation or if so required by the Japanese Government to any Agent or Representative of the Government in Frankfurt London or Trieste, and the notes until such delivery shall remain at the risk of the said Printers, but all expenses whatsoever of and incident to such delivery shall be discharged by the Japanese Government.

19 The Japanese Government will pay for all plates and notes in the following manner. For the plates the amount of Florins thirty-six thousand at the expiration of six months the notes will be paid for after each despatch of a number of not less than two millions of notes.

20 All payments will be made through the Oriental.

8
Oriental Bank Corporation in London on behalf
of the Government sent at Frankfurt and in
claims of South German Currency or by Drafts
at short sight.

21 It is distinctly understood and agreed that
all articles and things from which it would
be possible for any person to print or stamp
any notes or particular parts thereof or marks
thereon or to ascertain or discover the systems
or process or any part of the system or process
of printing or stamping such notes, or which
would enable or assist any person to print
stamp counterfeit or imitate any of such notes,
shall belong to and be delivered up to the
Commissioners at Frankfurt for the Japanese
Government or shall be destroyed to the satisfaction
of the Commissioners. And the said Printers
shall take the greatest care to prevent any
fraudulent or improper usage of any impressions
prints stamps or marks used in the works
and shall be responsible for the consequences of
any such fraudulent or improper usage, which
the same shall be under their own control.

22 All original designs or original plates and
"patrons" will be delivered by the said Printers
when no longer required for the printing to the
Commissioners and will remain the property
of the Japanese Government.

23 All duplications or duplicates of plates
or blocks will then be defaced and broken up
in the presence of the Commissioners and to his
satisfaction and the metal refined only, left to
the said Printers.

24 All surplus or defective notes shall be
burned

Turned in the presence of the Commissioners.

25 As guarantee for the performance of their part of this Contract, the Japanese Government shall forthwith deposit or place the sum of Two hundred thousand Florins with Messrs M. A. von Rothschild and Sons at Frankfurt or any Bank or Banks hereafter to be agreed upon, in the joint names of the Japanese Government and the said Printers, which sum shall remain in such deposit until the fulfilment of this Contract on the part of the Japanese Government, to whom the said sum shall then revert and be released by the said Printers, and be paid upon the joint order or Draft of the Commissioners or any Officer duly authorized in that behalf, and the said Printers together with all interest, and profits upon such sum.

26 In the same manner the same Printers will deposit in the same names One Hundred thousand Florins which sum shall remain in such Deposit until fulfilment of this Contract on the part of the said Printers to the satisfaction of the Japanese Government. And if no claim or demand shall be made by the Government upon the said Printers for non fulfilment of Contract within seven months of despatch after the last despatches of notes under this Contract, the said sum shall revert and be paid to the said Printers with all interest and profits thereon. And some Officer at Frankfurt or London, shall always be duly authorized by the Japanese Government to sign for release of such deposit to the said Printers

27 The Arbitrators under article 14 shall have full power and control over both the sums deposited under the two last preceding articles and to award payments out of such sums respectively

28 Inasmuch as this Contract is made in London, it is agreed and understood that a proper Contract to the like effect according to the form of law required at Frankfurt, shall be forthwith prepared and executed by the parties hereto with only such modifications as the exigencies of such law may require or as the parties hereto shall mutually approve.

In Witness our hands the day and year first above written.

Signed in the presence of

(Signed) Baron von Siebold.

Japanese Signature and Seal

(Signed) Hooyus Obara daijo

For B. Dandorf & Co. Nanking's

Signed Carl Dandorf

Faint mirrored text from the reverse side of the page, including a large signature and some illegible text.

Copy
Dated 25 November 1870

— the —
— Japanese Government —
and —
Messrs Dondorf & Raumann

Contract

Imperial Government of Japan Customs Loan.

We Acknowledge to have received from the Oriental Bank Corporation, on behalf of the Japanese Government, the sum of Twenty Thousand Pounds (fifty seven thousand pounds of which is paid to the undersigned Emile Erlanger, and thirteen thousand pounds to the undersigned Horatio Nelson Day) in full discharge of all payments claims and demands whatsoever of us or either of us, whether in respect of the One Million pounds loan, or the Three hundred thousand pounds to be applied in the purchase of Railway Plant or otherwise howsoever. And I the undersigned Emile Erlanger agree out of the said sum of fifty seven thousand pounds to pay and discharge all claims and demands of Messrs J. Henry Schroder & Co in respect of the said loan down to the present time, and I the said Horatio Nelson Day herewith hand to the Corporation the Agreements of the Government with the undersigned Horatio Nelson Day cancelled.

Dated this 6th day of December 1870

signed Emile Erlanger *signed* H. N. Day

Signed by the above named
Emile Erlanger as and for
Emile Erlanger & Co and by
the above named Horatio
Nelson Day in the presence of
signed Fred. d. Hatchins

11 Bowchur Lane London
Solicitor

Favoured by the Saibansho Authorities.

687

Their Excellencies
The Finance Ministers
to the Japanese Government
Edo.



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