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BANK REPORT.

Of a Committee of Directors of the Bank of the United States.

(Concluded.)

In the year 1832, the country was heavily indebted to Europe for the large importations of the year 1831; and it was particularly desirable to give to the community leisure to pay that debt out of their annual earnings, and to prevent any addition to the foreign demand in 1832: Now there were more than twenty-five millions and a half of the principal and interest of that debt payable in the year 1832—from Dec. 31, 1831, to Jan. 1, 1833—of which more than fifteen millions were to be paid in nine months, and between eight and nine of it to foreigners. The Bank was fully prepared to make the first payment on the first of October, 1832.

The State Banks of Philadelphia, New York and Boston, owed to this Bank,	$2,280,000
Its specie at these places alone was	3,200,000
Its funds in Europe were	2,982,000
Making of cash in hand, or its equivalents,	$8,462,000
With an open credit in Europe, on which to draw, for	2,500,000

Besides not less than twenty millions of debts to be used for this purpose—while the whole public debt to be paid on the 1st of October, was $8,634,988 37.

In this state the Bank, had it considered only its own interest, would have been perfectly passive, since it was perfectly at ease. But it had other and higher interests to consult. From the communication with the Treasury, in July it was probable that the funds of the Government might be insufficient to pay the debt advertised to be paid—and that even if these funds were adequate, the operation would exhaust all the means of the Government, and require that the community should repay the whole amount to the public funds distributed among them. It was further manifest that the ability of the Government to meet its engagements, depended entirely on the punctual payment of the revenue in the commercial cities, from July to January, which was estimated at about twelve millions of dollars.

That resource was threatened with the greatest danger by the appearance of the Cholera, which had already begun its ravages in New York and Philadelphia, with every indication of pervading the whole country. Had it continued as it began, and all the appearances in July warranted the belief of its continuance, there can be no doubt it would have prostrated all commercial credit, and seriously endangered the public revenue, as in New York and Philadelphia alone, the demand on account of the foreign three per cents was about five millions.

The Bank, therefore, made an arrangement with the foreign owners of this stock, to the amount of $4,175,373 92 to leave their money in the country for another year, the Bank assuming to pay the interest instead of the Government. Having settled this, the Bank resumed its usual facilities of business to the community. Of the whole four millions postponed, the interest on them has ceased, and at this moment the only certificates not yet actually returned, are those in the name of two persons, amounting to $42,375 94 and it is remarkable, that while of the whole amount of $4,175,373 92 purchased and postponed, there remain unpaid only two owners, holding $42,375 94; the amount of the unpostponed threes still outstanding is five or ten times as much. So that in fact as was anticipated in the report of the Committee of Ways and Means, the postponement has actually hastened the payment.

All these things were fully explained by the Committee of Ways and Means, to whom that part of the President's Message was referred, and that Committee accordingly reported as follows:—

"The arrangement made by the Bank for a temporary postponement, with the consent of the holders of the payment of five millions of the three per cent debt, being now substantially closed by the surrender to the Government of the certificates of stock except for a small amount, and the whole debt itself, as far as respects the Government, at an earlier period than it is probable it would otherwise have been this question *seems no longer to present any important or practical object of inquiry, or to call for, or admit any action of Congress upon it.*"

This ought to be satisfactory, yet is the subject now revived with the addition of two distinct errors in point of fact. The first is that the Bank "was conscious that at the end of the quarter it would not be able to pay over the deposits"—whereas the state of the Bank, as above explained, proved its entire ability to make this payment, and that its interposition was exclusively dictated by the desire to avert an additional trouble at a season of pestilence. The second is, that the part of the arrangement made with the agent of the Bank was not disavowed until "some incidents connected with this secret negotiation, accidentally came to the knowledge of the public and the Government." The fact is, that as soon as that part of the arrangement which seemed to conflict with the charter, was received, the determination was made to decline the executing it before any publication of any sort was seen or known in regard to it.

The evidence of this is so clear and so short that it deserves to be cited as an example of the general inaccuracy of this manifesto. The Committee of Exchange, in their report to congress in January 29, 1833, declare as follows:

"But when the contract itself reached the "Bank, on the 12th of October, and it appeared "from the communication of Messrs. Baring, "Brothers, & Co. that the stock was to be pur-"chased on account of the Bank, they were im-"mediately instructed, on the 15th of October, "that the Bank had no authority to become "owners of the stock," &c &c.

When two of the members of that committee were examined on oath, before the Committee of Ways and Means, they confirmed the statement as follows:

Question. Had the President or Exchange Committee, any intention to disavow General Cadwalader's authority to make the contract he did, until after the appearance in the New York papers of the 11th or 12th October last, of the circular of the Barings to the foreign holders of the *U. S.* 3 per cent stocks, announcing to them, that they had the authority of the Bank to purchase or negotiate a postponement of the stocks held by them?

Answer of Mr. Manuel Eyre. *I can say yes positively. I recollect it perfectly well.* When I first read this letter, I said it was not proper and disavowed it.

Answer of Mr. Matthew L. Bevan. *I never did see myself, the notice referred to in the New York papers, but well recollect the moment the letter was received giving information of the proceedings in relation to that negotiation, the President of the Bank,* with the approbation of the Exchange Committee, *immediately wrote, disavowing the nature of that arrangement, it having been made under a misapprehension.*

The complaint in regard to the postponement by the Government in April, 1832, is of the same character. He says, that "after this negotiation had commenced, the Secretary of the Treasury informed the Bank that it was his intention to pay off one half of the three per cents on the first of the succeeding July, which amounted to about $6,500,000. The President of the Bank, although the Committee of Investigation was then looking into its affairs at Philadelphia, came immediately to Washington, and representing that the Bank was desirous of accommodating the importing merchants at New York, (which it failed to do) and undertaking to pay the interest itself, procured the consent of the Secretary, after consultation with the President, to postpone the payment until the succeeding first of October."

The impression here intended to be conveyed is, that the Bank, to relieve the institution from a demand which it could not sustain, asked an indulgence which was conceded by the Government. Now the truth is, that the Government wished to make the postponement, but could not do it without the aid of the Bank. Mr. McDuffie, Chairman of the Committee of Ways and Means, and Mr. Cambreleng, Chairman of the Committee of Commerce, who were then members of the Committee of Investigation at Philadelphia, wrote letters to the Secretary of the Treasury, dissuading the Government from making the payment. The only difficulty in doing it was that the Commissioners of the Sinking Fund had no authority to postpone the payment, as they would be obliged to pay the quarter's interest during the three months delay—and this difficulty was removed by the President of the Bank, who agreed to pay the interest as the money would remain in the hands of the Bank. The letters just mentioned were accordingly submitted to the President, who never saw the Secretary of the Treasury on the subject, as that gentleman was sick, and who himself decided on the postponement after seeing the recommendation of Mr. M'Duffie and Mr. Cambreleng. Much stress is also laid on the visit of the President of the Bank to Washington, while the Committee of Investigation were in Philadelphia. The truth was, the letter of the acting Secretary was received so immediately before the period fixed for issuing the notice of payment, that if any thing were to be done at all, it was to be done only by personal communication with the Secretary as there was no time for correspondence. The gentlemen of the Committee were aware of his going, and two of its members wrote letters to promote his object. Besides his leaving the Committee of Investigation in full possession of the Bank and all its papers, so far from being a subject of reproach or suspicion, is the surest mark of his entire confidence that there was nothing in the concerns of the Bank which they might not examine at leisure during his absence, and was the best proof of his confidence in them as well as himself. The whole subject was before the Committee of Investigation of 1832, and *that Committee acknowledged*, as will be seen from the following extract from their report, *that this postponement was not the work of the Bank.* The Committee say—

"They made a call upon the President of the Bank for the correspondence in relation to the postponement of that payment, in the following words: "Will you please give a copy of the correspondence connected with your application in March last, requesting a suspension by the Government of the payment of a portion of its debt intended to have been made on the first of July next, or a statement of the arrangement made in relation to that subject." Which correspondence was communicated by the President of the Bank with the following remarks:

"I have made no application to the Government, nor have I requested any suspension of the payment of any portion of the public debt."

"The inquiry, I suppose, relates to this circumstance; "I received a letter from the acting Secretary of the Treasury, dated the 24th March, 1832, informing me that Government was about to issue a notice on the 1st of April, of their intention to pay, on the 1st of July next one half of the three per cent stock, and to do it by paying to each stockholder one half of the amount of his certificate.'" He added,

"If any objection occurs to you either as to the amount or mode of payment, I will thank you to suggest it.'

"Thus invited by the Government in a communication marked 'confidential,' to give my opinions on a measure contemplated by the Government, I felt it my duty to express my views of its probable operation; in my reply therefore, dated 29th of March, I stated 'that so far as the Bank is concerned, no objection occurs to me, it being sufficient that the Government has the necessary amount of funds in the Bank to make the contemplated payments.' I then proceeded to observe, that in the present situation of the commercial community, and with a very large amount of revenue (amounting to nine millions) to be paid before the 1st of July, the debtors of the Government would require all the forbearance and all the aid that could be given them; and that the payment proposed, by creating a demand for the remittance of several millions of dollars to European stockholders, would tend to diminish the usual facilities afforded to the debtors of the Government, and might endanger the punctual payment of the revenue. For this reason I thought it for the interest of the Government, to postpone the payment till the next quarter. I further stated, that the plan of paying to each stockholder only one half of his loan, would not be so acceptable as if his whole loan were repaid at once.

"Having thus performed my duty in giving the opinion asked, I left it, of course, to the Government to decide. On the part of the Bank, I sought nothing, I requested nothing. After weighing the circumstances, the Government were desirous of adopting the measure, but the difficulty I understood to be this, that the sinking fund would lose the quarter's interest, from July to October, of the sum intended be paid in July; and that the Government did not feel itself justified in making the postponement unless that interest could be saved, but that it would be made, provided the Bank would make the sinking fund whole on the 1st of October. To this I said, that as the Bank would have the use of the fund, during the three months, it would consent to save the sinking fund harmless, by paying the three months interest itself, as the matter stands.

"Now, it will be seen, that the Bank, in all this, has had not the least agency, except to offer its opinion, when it was asked, in regard to a measure proposed by the Government; and then to offer its aid in carrying that measure into operation."

"The Committee are fully of opinion, that though the Bank neither "sought" for, nor "requested" a postponement of the payment by the Government, as stated in the declaration of the President, yet if such postponement had not been made, the Government could not, in July, have possessed the ability to have met the demand, without causing a scene of great distress in the commercial community."

The next evidence adduced of the Bank's opposition to him, is its claim for damages. Of this he gives the following account:

"The Bank became the purchaser of a bill "drawn by our Government on that of France "for about 900,000 dollars, being the first instalment of the French indemnity. The "purchase money was left in the use of the "Bank, being simply added to the Treasury "deposite. The Bank sold the Bill in England, and the holder sent it to France for collection, and arrangements not having been "made by the French Government for its payment, it was taken up by the agents of the "Bank in Paris, with the funds of the Bank in "their hands. Under these circumstances it "has, through its organs, openly assailed the "credit of the Government; and has actually "made and persists in a demand of fifteen per "cent. or $158,842 77 as damages, when no "damage, or none beyond some trifling expense "has in fact been sustained, and when the Bank "had in its own possession on deposite, several "millions of the public money which it was "then using for its own profit. Is a fiscal agent to the Government, which thus seeks to "enrich itself at the expense of the public, worthy of further trust?"

1st. It is not correct to state that the bank was the "fiscal agent" of the Government in this matter. On the contrary, the fiscal agency of the bank was offered without any charge to the Government, and declined. The Bank did not wish to purchase this Bill at all, but proposed to collect it, paying the money only after it had been received by the agents of the Bank in France. Thus when the Secretary of the Treasury wrote to the Bank about this bill, the President of the Bank in his answer dated Nov. 5, 1832, said

"The bank has already in Paris a larger sum than it has any immediate use for, yet it is not indisposed to increase it because it may hereafter have occasion for the funds, and because it is believed that if the terms can be made acceptable, the purchase of the whole by the Bank would be the best operation for the Government;"—and again in the same letter

"In regard to the rate, you are the most competent judge of its fitness, and I will merely add, that the Bank not wanting funds in Paris, and believing that they will be lower hereafter, would not make a similar purchase from any other quarter, and is influenced exclusively by the belief that any other arrangement would be less advantageous to the Treasury."

So in his letter of the 11th of February, 1833, "The purchase of the bill is not in the least desirable to the Bank, nor would the rate now allowed be given to any other drawer than the Government, for we shall send by the same conveyance which carries your bill, a large amount of bills purchased at 5,45, being nearly 1 1-2 per cent. less than the price actually given to the Treasury."

The Bank then did not wish to purchase the bill. But the Bank offered its agency to collect it, on the following terms, on the 5th of November, 1832.

"Should you prefer not fixing a rate at present, but to take the chances of a higher rate hereafter, *the Bank on receiving your bill, would place the amount of it to the credit of the Government on the 2d of March,* at the current rate of exchange of the best bills on that day in Philadelphia."

Here then was a distinct proposal to collect the bill just as the Bank collects bills for individuals, so that if the bill had, in Nov. 1832, been sent to the Bank, it would have been forwarded to Europe; and if on the 2d of Feb: 1833, when it was payable in Paris, it had not been paid, the Bank would have been apprised of that fact, and would not have made the payment on the 2d of March and the whole transaction would have been closed. This course however, the Government did not adopt—but after considering the offers for the bill made from other quarters, decided to sell it to the Bank.

Secondly. It is not the fact that this money "was left in the use of the Bank, being simply added to the Treasury Deposites."

Suppose that it had been, it would not in the slightest degree affect the question of damages: When a party sells a bill, and is paid for it, that is, has the funds placed to his credit to be drawn whenever he chooses without further notice the party is as much paid—the fund belongs as little to the Bank—as if the party had actually withdrawn the whole sum in specie. But not only was the fund in this case drawn from the general resources of the Bank, and placed to the credit of the Treasury, but immediately after that was done, Congress passed a law to lend the money, and the Secretary of the Treasury issued a notice that this money was to be forthwith lent out to capitalists, that is, to say, to be immediately withdrawn. The credit given to the Treasury was on the 11th of February 1833. The notice of the Secretary dated the 6th of March, offered to lend out this money after the 20th of March—of course the Bank could make no use of it—on the contrary, as it would probably be withdrawn immediately, it became not merely useless as a deposit, but required the Bank to shape its loans to others so as to provide for the immediate payment.

Nor is this all. Not only was this sum passed to the credit of the Treasurer—not only was the early withdrawal of it from the Bank announced by the Secretary, *but the identical proceeds of this identical French bill, were actually used by the Government for the payment of its ordinary expenses.*

The account of the Treasurer at the Bank stood thus:

February 11,	$717,261 22
18,	1,735,460 40
(in consequence of the payment of the French 900,)	
February 25,	$1,842,658 14
March 4,	1,620,699 89
11,	1,551,627 97
18,	1,560,783 63
25,	1,332,502 28
April 8,	1,082,560 88
15,	918,816 61
22,	746,613 61
29,	826,070 90
May 6,	814,046 61
13,	774,630 47
20,	431,560 43

When the money was repaid.

It will thus be seen, that there was at the credit of the Treasurer on the 18th of February the sum of $1,735,460 40, of which $903,565 89 were the proceeds of the French bill and as in the month of April there was to his credit only $746,613 61, the difference between these two sums, that is to say $156,952 28 had been drawn out of that fund of $903,565 89.

Accordingly, when the Treasurer came to repay the money, he had not enough of it remaining—but was obliged to draw on funds elsewhere, so that in acknowledging the receipt of his draft on the 11th of May, 1833 the Cashier of the Bank added,

"Your transfer check for $700,000 on the office of the Bank of the *U. S.* at New York will appear at the credit of your account this day, *and will thus prevent the overdraft which the change now advised would otherwise have occasioned.*"

In the United States then the Bank had paid the amount of the bill in its least convenient form. But when it was protested in Paris, the agents of the Bank finding a bill with its name upon it protested, came forward and paid on account of the *Bank*—so that the Bank actually paid for this bill twice over—once in Philadelphia and once in Paris—that is, it had of course a credit for the proceeds of the sale of the bill in London, but its actual disbursements on account of the bill were upwards of 1,800,000.

What makes the case stronger is this—that on the 2d of March, the day when the protested bill came back to the bank, the whole amount in the credit of the Treasury throughout the whole United States, with the exception of the Danish indemnity money, was $1,827,018 88. Now the bank had advanced $903,565 89 in Philadelphia, and $921,590 18 in Paris making 1,825,156 07, so that although it had credit in England for the bill sold there the Bank had actually advanced on account of this bill a sum equal within less than two thousand dollars, of the whole funds of the Government in the Bank.

When the bill returned protested, the Bank as the endorser, called upon the Government to pay the principal and the damages. It did this as a matter of course. It did it as a matter of the clearest duty to the Government, because if the Government had any right at all to draw the bill, it had a right to make France pay the damages for its breach of contract, and it had no mode of claiming against France, unless in the first instance it paid the damages to the Bank, which it might the more readily do, as being one fifth partner of the Bank, its own share of the $158,000, would be $31,600.

But whether the French Government pays these damages or not, it is manifest that the American Government must pay them—and this upon the simple principles, not of equity, but of ordinary honesty.

From the foundation of the Government to the present day, whenever the Government has purchased a bill from a private citizen, and that bill has from whatever cause returned protested, no matter how hard the case may be, no matter what circumstances of excuse or mitigation may be offered by the citizen, no matter whether damages were actually sustained or not, the Government has rigourously enforced its claim for damages. It has not merely forced a solvent merchant to pay, but has insisted that its claim for damages should have its legal precedence over all the just rights of the other creditors of an insolvent; and now when the case is changed, when the Government sells its own bill to its own citizens, and that bill returns protested, with what propriety may with what pretensions to common honesty, can the Government presume to deny the same justice to its own citizens. The books of the Treasury are crowded with cases of damages exacted by the Government from American citizens—and one is now selected merely from its peculiar aptness to the present occasion.

Some years ago, Mr. Stephen Girard sold to the Treasury four bills, two of which returned protested owing to the insolvency of his correspondent in London, when the two others became due they were paid for the honour of Mr. Girard by the Messrs. Barings, who also agreed to pay the two first in London, as of the day on which they were payable. Mr. Girard applied to Congress for exoneration from the claim of 20 per cent. damages, alleging—

"That from the said sum of £22,500 sterling due on the 18th August last, being passed by Sir Francis Baring & Co., to the credit of the Secretary of the Treasury of the United States as on the day the same became due, *no real loss or damage can accrue to the United States* from the said bills being returned under protest."

Congress rejected the Claim, and Mr. Girard paid the damages of 20 per cent.

On that occasion, the Committee of Claims called on the Secretary of the Treasury, Mr. Gallatin, and in his answer, which makes part of their report, he says that he had rejected Mr. Girard's claim for four reasons, of which the two most essential are:

"1st. Because, considering the large amount of bills (more than two millions of dollars,) annually purchased on account of Government, *it appeared absolutely necessary never to give up the damages whenever a legal right to them had accrued, and because that right has in every instance, without regard to persons or circumstances been enforced.*

"2d Because if abandoned in this instance and for that reason, every drawer who was solvent might, by *making a remittance to the bankers in Europe, after bills protested for non payment had been returned to the Treasury* and paying the damages, similar offer and evade

The lapse of years at last reversed the state of the parties. Mr. Girard becomes the largest stockholder in a corporation called the Bank of the United States, and he and his partners, in the course of their business, purchase a bill from this same officer, the Secretary of the Treasury, which comes back protested after having been twice paid for. Mr. Girard's heirs and his associates apply to the Secretary—not even for the same amount which Mr. Girard formerly paid—not for twenty per cent. the damages in Pennsylvania—but for fifteen per cent. the damages in Washington, and the only answer vouchsafed by the Treasury Department is, that the claim "*has no foundation in law or equity*"—to which the President now adds, that it is an attempt to "*impair the credit of the Government, and tarnish the honour of the country.*" Such a course tends to an utter confusion of all ideas of justice; nor is it a thing tolerable by the American people, that an individual shall go among the citizens purchasing bills and exacting damages, and when his own bill, sold to these same citizens, returns protested, he shall wrap himself up in his official immunity, and refuse to do to his fellow citizens what he has compelled them to do to him.

But supposing all this to be directly the reverse of what it really is—supposing the claim to be questionably instead of being equitable, is there any thing in it which can at all justify this denunciation of the Bank? Here is a claim made by certain American citizens for damages on a bill of exchange; which they have purchased of the Government. The question is a legal one. The judicial tribunals are to decide it. Yet while the Bank is quietly waiting the action of the laws, the President of the U. States prejudges the question—denounces the Bank for having presumed to make the claim—and gives that to the country as a reason why he should instantly remove a Secretary of the Treasury, in order to subject the whole public revenue of the United States to his own disposal.

In further illustration of the opposition of the Bank to his election, he next proceeds to treat of certain acts of the Board of Directors. The annunciation of these is prefaced by remarks on the magnitude and importance of the facts, their recent disclosure and their great enormity; and the whole is concluded by a complaint of the "hundreds of thousands and even millions" which may be employed in subverting the liberties of the country and in disparaging the Executive. How little foundation in fact there is for all this, will be readily seen by examining the allegations in the order in which they are presented.

First. He says, that "although the charter and the rules of the bank both declare that "not less than seven directors" shall be necessary to the transaction of business, yet the most important business, even that of granting discounts to any extent, is entrusted to a committee of five members who do not report to the Board."

Now, the charter does not require seven directors to make discounts.

Nor do the rules of the Bank require seven directors.

Nor is it true that any committee of five has this power to discount.

Nor does any committee discount without reporting to the Board.

The charter says that "not less than seven directors shall constitute a board for the transaction of business." But the business of the Board is not exclusively nor primarily to make loans;—its business is to govern the whole institution. If the charter required seven directors to make a discount, it would have said so of the Board of Directors of the Branches, whose more exclusive business it is to discount. But it places no such restriction on the Branches, where by far the greater part of the discounts are made. The business of the Board is to prescribe how the details of the operations of the Bank are to be made—it may delegate a portion of its power of making loans to Committees, for in truth to require a Board of seven Directors to meet before any bill could be discounted, would entirely destroy the most useful operations of the bank—and accordingly the Exchange Committee meet every day for the purchase of bills, and their purchases are submitted to the Board at their next meeting. It would be supposed from the manner in which it is stated, that this was some recent innovation. So far from it, the discounting of bills of exchange was formerly done by a smaller number than at present. On the 13th of February, 1821, during the administration of Mr. Cheves, and before the time of the present officers, a rule was adopted that—

"In the absence of the Exchange Committee, the President and Cashier shall be authorized to purchase exchange which may be offered for sale, if an immediate answer be desired, and report such purchases to the Exchange Committee at its next meeting thereafter.

Thus giving the power here complained of to only a single Director of the Bank. Yet no one ever imagined that it was a violation of the charter. In truth it is a power exercised very generally by the officers of Banks throughout the United States.

The second is—"To cut off all means of communication with the Government in relation to its most important acts, at the commencement of the present year, not one of the Government Directors was placed on any one Committee. And although, since, by an unusual remodelling of those bodies some of those Directors have been placed on some of the Committees, they are yet entirely excluded from the Committee of Exchange, through which the greatest and most objectionable loans have been made.

There are two things remarkable in this paragraph—first, the strangeness of the confession; and next, the fallacy of the statement. It is here asserted that not to have the Government Directors on committees, is to "cut off all means of communication with the Government in relation to its most important acts;" that is to say, that the confidential opinions and the unreserved expressions used by their colleagues on a committee are to be communicated to the Government. It is upon this fact, that of directors unsafe depositories of the confidence of their colleagues. "At the commencement of the present year," he proceeds, "not one of the Government Directors was placed on any one committee." Now of these Directors, who could then be appointed, there were but two residents of Philadelphia—the third not having yet been appointed. Why these two directors one of whom had just come, for the first time, into a banking institution, were not named on the committees, in the place of old and valued directors, it would be more invidious than difficult to decide; but that there was no studied exclusion was obvious from the fact that at the very next quarterly appointment, two out of the three Government Directors were placed on Committees. Nor is there any foundation for the assertion that any "unusual remodelling" of these Committees has taken place. On the contrary, the committees were appointed, quarterly, as they have for years been appointed, and not the slightest remodelling of them, usual or unusual, has taken place. As to the Exchange Committees, who are charged with the arrangement of the Foreign and Domestic Exchanges of the Bank, requiring commercial experience and knowledge of the business and the credit of individuals, those who are presumed most qualified are most naturally chosen. These Directors have no claim to the slightest distinction above their colleagues, and they must take their chance with the other members in the formation of Committees. In truth, men will choose their associates on committees, as in every thing else, from confidence in their capacity or their personal qualities; and not to be chosen to places of trust implies only that others are more trusted.

The third is—"It has long been known that the President of the Bank, by his single will, originates and executes many of the most important measures connected with the management of the credit of the Bank; and that the Committee, as well as the Board of Directors, are left in entire ignorance of many acts done, and correspondence carried on, in their names, and apparently under their authority."

An assertion so general, can only be met by as general a denial; at the same time, the Committee deem it their duty to declare, that this allegation, so positively made, as of a known and acknowledged fact, while it charges the Board of Directors with a dereliction of their duty, and a surrender of their trust, does the greatest and most flagrant wrong to the officer who presides over this institution. This officer has devoted eleven years of the best portion of his life, and all his time and all his talents during that period, to the service of the Bank: he has, at all times, consulted freely with the Directors, and has never sought to make his "single will" the law of the Bank. The proofs of the ability and integrity of his administration, are to be read in the prosperity and strength of the institution; in the reiterated approbation of the stockholders; and in the unwaverting confidence of the successive Boards of Directors who have been the witnesses of his labors. And the Committee confidently believe, that such proofs can never be obliterated by such sweeping declarations, let them emanate from what source they may.

The fourth is the following passage,

"The expenditures purporting to have been made under authority of these resolutions, during the years 1831 and 1832, were about 80,000 dollars."

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