officer of the Treasury Department, the subjects were legally under his supervision, and came directly within the range of his official duties. In acting upon these reasons, it is not the theory of our system, nor has it been the practice, to consult the Legislative power in relation to acts which are intrusted to the discretion of the Executive; and to ask the sanction of Congress beforehand, to acts which a sense of duty requires him to perform, would be to shrink from his constitutional responsibility, and throw it upon another Department of the Government. With the removal of the deposites, and the reasons for it, Congress, according to the charter of the Bank, have clearly no concern, even if they be in session when, in the opinion of the Secretary of the Treasury, a removal become necessary or proper, until the act be done and the reasons be reported to them.

The committee come next to examine such of the Secretary's reasons for the removal of the deposites as relate to the conduct of the Bank.

The United States are the owners of seven millions of the capital stock of the Bank, and by the charter are entitled to be represented at the board by five directors. The charter provides that "not less than seven directors shall constitute a board for the transaction of business."

Although the charter of the Bank declares, in express terms, that it shall require the attendance of seven members of the board of directors to constitute a quorum for doing business, the Government directors state, and the fact also appears from the evidence accompanying the report of the Committee of Investigation in 1832, and that of the Committee of Ways and Means at the last session, that, for some time past, all the most important business of the board has been done by committees of less than seven, selected by the President, of which he is *ex officio* a member; that these committees seldom report, and many of their most important transactions are secret, and remain for a long time unknown to the board.

This delegation of power to committees of the Bank, the committee consider to be a direct and palpable violation of the charter of the Bank. From all these committees, the Government directors, who are appointed to represent the stock, and watch over the interest of the United States in the Bank, state, in their memorial, they are entirely excluded. They state that, at the commencement of the last year, not one of their number was placed on any of these committees, and although, at a subsequent day, two of them were assigned to stations on committees, they were again, in a short time, excluded from them altogether. Thus were they cut off from all participation in the most important business of the Bank, and know nothing of what is done except by accident or results. They state that all important negociations are carried on by the Committee of Exchange, who grant discounts to printers, politicians, and others almost without limit, often upon securities wholly inadmissible, according to the rules of the Board, on extraordinary terms, and for unusual times. They state that, in one instance, when they discovered that certain debtors had been permitted largely to overdraw, and that their paper remained unprotested when due, and unpaid, they procured the appointment of a committee to investigate the account, but before that committee could act, the committee on exchange, in violation of the rules of the Bank, discounted to the same men, certain notes and drafts (some of which on security of the most unusual kind) sufficient to pay the overdrafts, and take up the unprotested paper; although they were then many times protested on other paper; and the Board, to consummate the transaction, rescinded the order under which the select committee was appointed, three days after it was adopted.

To conform the practice of the Bank to the charter, the Government Directors state, that they proposed to restore the business of discounts to the Board of Directors; but this was overruled. To enable them to participate, in some degree, in the business of the Bank, they proposed that the members of the whole Board should be selected, in rotation, to form the committees, in conformity with former practice, and an unrescinded rule; but this also was refused.

Finally, instead of reforming the practice of the Bank, so as to make it conform to the charter and the rules, the majority of the Board of Directors changed the rules, and made them conform to the practice. Thus, rules made by themselves, are taken as authority for disregarding the restrictions of the charter and of the regulations prescribed by the stockholders; and from the statement of these directors, it appears that almost all the business of the Bank is done by committees of three or five, to which the President is attached ex-officio. The Board of Directors remain ignorant of the movement of the corporation, which has been put under their management, and by an entire exclusion of the Government Directers from the committees, they are rendered useless for all the purposes which induced their being placed in the direction. Under such management, could the interest of the government be considered secure in their hands? The committee think not—and that this, with other abuses connected with its management, which will be noticed in the subsequent part of this report, was a sufficient reason to justify the Secretary in the removal of the deposites.

The conduct of the Bank in the year 1832, in secretly interfering, through the agency of its president and one of its secret committees, with the policy of government, whereby they sought, without the knowledge or consent of the government, to postpone the payment of a large portion of the public debt, denominated the 3 per cent. stocks, for a long period beyond the time fixed by the government for its reimbursement, was, in the opinion of the committee, not only without warrant of law, but highly reprehensible. The conduct of the Bank in this transaction, was fully examined by a committee of the House at the last session of Congress, and resulted in a report from the majority, and a counter-report from the minority of that committee. To these reports, hereto appended, the committee refer for all the facts connected with this illegal and unwarrantable act on the part of the Bank. In neither of these reports is the conduct of the Bank approved.—In the report of the majority it is admitted that "it is due, however, to the government, to express the opinion, that the arrangement made by the agent in England for the *purchase of the 3 per cent. stock, and the detention of the certificates* (which measures were subsequently disclaimed by the Bank,) the institution *exceeded its legitimate authority, and had no warrant in the correspondence of the Secretary of the Treasury.*" The minority of that committee in their report, present all the facts in detail, derived from official correspondence and documents, and from the personal examination on oath of a part of the directors of the Bank. Referring to these official reports of a former committee of the House, the committee deem it unnecessary to do more than to call the attention of the House to them as developing all the facts and circumstances connected with the transaction.

But it has been urged that the conduct of the Bank, in regard to the three per cent. stocks, should not have influenced the Secretary of the Treasury in the removal of the deposites, because a majority of the House of Representatives had, at the last session, expressed an opinion, by the adoption of a resolution, that the deposites may be "safely continued in the Bank of the United States." To determine what consideration ought to be given to such an expression of the opinion of the House, it is necessary to look to the circumstances under which it was given. By the Journals it appears that the committee reported to the House on the first of March, and on the next day (second March) the minority made a further supplemental report. The resolution in question was adopted on the second of March, being the last day but one of the session. The reports of the majority and minority of the committee were very long, and were accompanied by a mass of testimony, upon which they were based, and which it had occupied the committee many weeks to collect. The reports had not been printed, and could not have been examined or read by any member of the House except the committee themselves.

The House, by this vote, did not approve the conduct of the Bank in regard to the three per cents. They expressed no opinion that other causes than the insecurity of the public deposites in the Bank, would or would not be sufficient to justify the Secretary in removing them. These points were not presented for their consideration or decision. The vote, in fact, amounted to nothing more than a simple expression of the opinion of a majority of the House, that as the deposites had been heretofore kept in the Bank, for aught that appeared, (the reports of the committee not having been printed or examined by the House,) they might be safely continued there. This expression of opinion, given under the circumstances stated, ought not, in the opinion of the committee, to have restrained the Secretary from the performance of his duty, if, in his opinion, the Bank had become faithless to its trust, or the public interest made it necessary for him to act.

The next reason assigned by the Secretary for the removal of the deposites, is the unjust and unconscientious demand on the part of the Bank for damages to the amount of $168,842 77, upon the protested bill drawn by the United States on the French Government. A bare statement of the facts connected with this transaction will show the true character of this demand on the part of the Bank. The Bank is the fiscal agent of the Government, and during the whole period of its existence, has held on deposite very large amounts of the public money, which it has used (without the payment of interest to the Government, in loans to the community) and has been thus enabled largely to increase its profits. From an official statement appended to this report, it appears that the average amount of deposite of the public money in the Bank of the United States, and its offices, for each month, from the year 1818 to 1833, both inclusive, (being a period of 16 years) was $6,717,253 67; the annual interest accruing to the Bank upon this amount of public deposite, at 6 per cent. per anuum, would be $403,635 22, and for a period of 16 years, would be 6,448,463 52. During the month of February 1833, the Government were desirous to have remitted from Paris to the United States, the amount of the first instalment due to the United States from France under the French treaty of the 4th July, 1831. For the purpose of effecting the remittance in the most convenient and least expensive form, the Government of the United States drew on 7th of February, 1833, a bill on the French Government for $903,565 89, and sold the bill to the Bank of the United States. The bill was paid for by the Bank, not by cash advanced and paid out of the Bank, but by simply entering the amount to the credit of the Treasurer on the books of the Bank, and thus increasing by that amount the public deposites in the Bank; the Bank continuing in the possession and use of the money as before the purchase, with this difference only, that the amount paid for the bill was subject, with the other public moneys on deposite, to be drawn for by the Government as the public service might require. The bill was sold by the Bank in London and forwarded by the purchaser to Paris for collection, where it was protested, because the French Chambers had failed to make provision for its payment, and was afterwards taken up for the honor of the Bank, by its agent. The Government immediately paid back to the Bank the principal of the bill.

But the Secretary of the Treasury declined paying the damages which the Bank claimed. In the monthly statement from the Bank of the 3d of June following, and in all the monthly statements since that time, (in each of which is contained, amongst other things, the Bank's account with the Treasury,) the following item is charged by the Bank, to wit: "Due by the U. S. for protested bill of exchange on France, $158,842 77."

What makes this demand the more unconscientious, is, that during the whole period, from the 7th of February, the day the bill was drawn, until it was repaid to the Bank, the public deposites in Bank, and which it held and used without interest, greatly exceeded the amount of the bill. The Bank then did not in fact suffer any damages, or losses, other than the interest, cost of protest, and re-exchange, which the Government promptly, and without hesitation, avowed its willingness to repay, together with the principal of the bill. But the Bank claims more than this. They claim $158,842 77 as damages, not on the ground that any damages were in fact sustained, but upon a technical claim of a legal right to damages. Under such circumstances, the committee consider it to have been the duty of the Secretary of the Treasury, not only to decline making the payment, but to discontinue the fiscal agency of an institution capable of asserting so unjust a demand and seeking to enrich itself at the loss of its principal. Here was a Bank which, for upwards of 16 years, had had the use of an average deposite of public money of near seven millions of dollars, without the payment of interest, deriving a profit from the use of the public money during that period of upwards of six millions; and at the very moment when it has in use millions of the public money, is taking advantage of the disappointment of the Government which employs it, and that disappointment too growing out of an unforeseen contingency, against which the Government could not guard; and seeking, upon what it is pleased to regard as the strict law of the case, without even color of justice, to make the government, in whose employ it is, pay in damages the large amount already stated. No prudent individual, who had any regard to his own interests or rights, would continue an agent who would manifest such an utter disregard of his interests. An individual would have taken his business out of the hands of such an agent. The Secretary of the Treasury, as the only authorized agent of the government competent to do so, has done nothing more, by the removal of the deposites, than discontinue the fiscal agency of the Bank of the U. States.

In the view which they have here presented, the committee have proceeded upon the supposition that by the *strict law*, the Bank might demand the damages in question. If that were the case, the demand would be most unconscientious and unjust.

The committee do not, however, concede that the Bank has even a *legal right* to the damages claimed. In general, the drawer of a foreign bill returned protested, is liable for the amount on the face of the bill, for interest, for cost of protest, for re-exchange, and for the reasonable expenses which have been incurred by the dishonour of the bill, and, according to the general usages which regulate foreign bills of exchange, he is liable for nothing more. There is no general commercial usage which gives damages of 15 per cent. or at any other rate, on the return of a protested foreign bill of exchange. Damages of that description, whenever they are allowed against the drawer, are either given by statute or depend upon the established local usages of particular places, and not upon the general usages of trade. In the U. States, the amount of damages, recoverable upon a foreign bill returned protested, varies according to the local usages or statutory provisions of the different States, respectively. In Massachusetts the damages are 10 per cent. in addition to interest and cost of protest; in Pennsylvania the damages are 20 per cent. on bills drawn on Europe, and returned protested. In Maryland 15 per cent. The amount of damages in the respective States being regulated by statute, there is no general usage pervading all the States, which can regulate the amount of damages. This bill was drawn and sold to the Bank at the Treasury in the District of Columbia—and in that portion of the District which was before the cession to the U. S. a part of Maryland. The right of the Bank to recover the damages claimed, must depend upon the laws of Maryland, still in force in this District—Congress never having passed any law on the subject since the cession of the Territory, and the exclusive jurisdiction over it to the U. States. The only statute of the State of Maryland in force in that part of the District formerly held by Maryland, is an act passed in 1785, chap. 38, § 1. by which it is provided, "That upon all bills of exchange hereafter drawn in this State, on any *person, corporation, company*, or *society*, in any foreign country, and regularly protested, the owner or holder of such bill, or the *person* or *persons, company* or *corporation* entitled to the same, shall have a right to receive and recover so much current money as will purchase a good bill of exchange of the same time of payment, and upon the same place, at the current exchange of such bills, &c.; also, fifteen per cent. damages upon the value of the principal sum mentioned in such bill and cost of protest, together with legal interest upon the value of the principal sum mentioned in such bill, from the time of protest, until the principal & damages are paid and satisfied." The account rendered by the Bank (see letter of Cashier of the 13th May, 1833, hereto annexed,) appears to have been made out according to the provisions of this act, and the question is, whether this bill is embraced by the act of 1785.

The committee are of opinion that a bill of exchange drawn by *the United States*, is not embraced by this act.

The State is never construed to be included in the general provisions of a statute, unless it is expressly named, or the language of the law, or the nature of its provisions, plainly imply, that its enactments were designed to bind the State as well as individuals. A bill of exchange drawn by the State would not have been embraced by the act of 1785, already referred to, because the state is not named in the act, and the whole scope and language of the law, shows that its object was to provide for the dealings of *individuals, corporations, companies, societies*, and not to regulate the action of the government by which it was enacted. The large damages mentioned in the law, are evidently intended for the benefit and convenience of commerce, and to prevent persons from drawing bills on foreign countries, where the drawer had reason to believe they would not be honored. The reason could not apply to the State, and there can be no ground to suppose that the State in passing this law, intended to inflict upon herself a penalty, if a bill drawn by her should be unexpectedly returned protested.—If a bill then drawn by the State of Maryland on a foreign country, and protested, would not have entitled the holder to the 15 per cent. damages against the State under this law, neither can these damages be claimed against the U. States, who now stand in the place of Maryland, in that part of the District of Columbia where this bill was drawn. But this bill is not embraced by this law, because a bill drawn by an individual on a *foreign government*, would not be included by the terms of the law. The language of the law confines its operation to bills drawn on "any person, corporation, company, or society, in any foreign country," and these words cannot by any fair rule of interpretation be construed to mean a foreign nation, or to embrace a bill drawn on a foreign government Neither the power nor the drawer then, in this case, seem to be embraced within the purview of this law; but if they were, yet this transaction does not seem to be one of the description for which it intended to provide.

A bill of exchange, as known in commerce, is of itself a sufficient authority to the drawer to pay the money, and a proper endorsement on it transfers the right to the endorsee, and the bill and its endorsement do not require the aid of any other instrument to give them force and authority. The endorsement of the bill by the payee, in blank, is of itself sufficient to warrant the payment to the holder. The bill in question is not an instrument of this description; standing by itself it was of no value and gave no right to the payee or the holder to whom he might endorse it to receive the money. It was deemed necesrary by the parties to this transaction, that there should be other and higher authority, in order to enable the Bank to receive the money, and this authority accompanied the bill.

This authority was executed by the President of the U. States on the same day that the bill was drawn by the Secretary of the Treasury, under the seal of the U. States, and countersigned by the Secretary of State, whereby the bill was recognised and the cashier of the Bank (who was the payee) or his assignee of the bill, was authorized to receive the money and to give an acquittance to the French Government, and the bill, sustained by this authority, was sold to the Bank at the Treasury and the proceeds placed to the credit of the United States on their books. The act of the President under the seal of the U. States, which accompanied the bill, was the only instrument which conferred on the Bank the right to receive the money and the only instrument which enabled them to assign their right to receive it. The government and the Bank both acted with a full knowledge that the bill itself would be unavailing to accomplish the object in view and the proper authority in another instrument was executed for that purpose. This was a transaction between governments, and the authority given by the government of the U. States to the Bank to receive the money from the French government, cannot be regarded in the commercial sense an ordinary bill of exchange.

By the treaty, the money was to be paid by the French government at Paris, "into the hands of such person or persons as shall be authorized by the government of the U. States to receive it." In order, therefore, to obtain the money, it was necessary that a person should present himself at Paris, with the usual testimonials from the government of the U. States, of his authority to receive it. And the evidence of his authority, according to the laws which regulate the intercourse between nations, must be furnished by the President of the U. States, through the Department charged with our foreign relations. This was done in the power executed by the President, before referred to. It was this power, and not the bill, which authorized the demand upon the French government for payment. The bill, without this power, would have been insufficient; but the power without the bill would have been sufficient.—If the bill had been presented alone, the French government might have refused to pay, without any violation of its engagements. It was necessary that the person demanding the money from the French government, should have authority, accompanied by the customary testimonials in the intercourse between nations, to receive it.

This authority the instrument executed by the President gave, but none such was conferred by the bill alone. In truth, the bill of exchange and the endorsements contributed in no degree to the authority of the holder to demand or receive money. His right to demand, depended upon the formal power executed by the President; and the Bank, or its assignee of the bill, became entitled to demand it by virtue of this power, and not by virtue of the bill or the endorsements on it. The bill itself and the endorsements on it, did nothing more than designate the person whom the government of the U. States, by the instrument executed by the President according to the treaty, had authorized to receive it. The government and the Bank show, from the instruments executed, that neither of them regarded the bill of the Secretary of the Treasury as sufficient to authorize the Bank or its endorsee to receive the money: for the bill standing alone, had no authentication which would entitle it to be regarded by the French government as sufficient evidence of the authority of the holder to receive the money. The question, then, is, did the act of Maryland of 1785 (under which these damages are claimed) intend to give fifteen per centum damages on an instrument in the form of a bill of exchange, which the parties to it knew had none of its substance and qualities, and upon the authority of which the payee himself did not rely? or did the act mean to give damages on those instruments only which are recognised and known in the commercial world as bills of exchange, and possessing all the qualities of such instruments? The act obviously alludes to the instruments known and understood in commerce, when the bill itself, and the endorsements on it are sufficient of themselves to convey the right to the holder, and not to instruments in the form of bills, which give no authority, and are merely useful in designating the person on whom another instrument has devolved the power to receive the money. If the power given by the President to the Cashier of the Bank, or his assignee of that instrument as the person authorized to receive the amount due to the U. States from France, and the bill had been endorsed to different persons, it is very clear that the assignee of the instrument executed by the President, and not the assignee of the bill, would have been entitled to demand the money. The bill of the Secretary was therefore one of the forms in which, for the sake of convenience, the government gave its authority to the Bank to receive the money, and it is evident, from the papers executed, that the Bank, as well as the government, so understood it. The parties to the bill in question, and the bill itself, is not therefore, in the opinion of the committee, such an instrument as the act of Maryland, 1785, contemplated, and that the Bank is not entitled, as *a mere strict legal right*, (independent of the manifest injustice of the demand,) to claim the 15 per cent. damages by virtue of that law. If an instrument, in the shape of a bill of exchange, forming a part of such a transaction as this, between two governments, is not to be regarded as the bill of exchange known in the usage of trade, then the liabilities on bills of exchange will not apply to it, by force of the law which regulates contracts amongst private persons.

The government is ready fully to indemnify the Bank against loss in this transacton, and the Bank cannot either in law or justice demand more. The committee think the Bank had forfeited all claims to be any longer trusted with the keeping of the public moneys, and that the Secretary would have failed to perform his duty, had he permitted the public moneys longer to remain with the Bank.

In his annual message of December, 1829, the President of the United States expressed his doubts of the constitutionality and expediency of the Bank of the United States. This part of the message was referred to the committee on Finance in the Senate, and to the Committee of Ways and Meuse in the House of Representatives; both of which made reports in favor of the Bank, which were ordered to be printed by Congress. It appears that the Bank, not content with the circulation of these imposing documents, through extra copies printed at the public expense, through the newspapers, and all the usual channels of communication to the people, applied its corporate funds, and exerted its corporate power, to multiply and circulate them through pamphlets and extra newspapers into every part of the Union.

In Novemmber, 1830, an article on Banks and currency, exhibiting great research and much talent, appeared in the American Quarterly Review, which was by the President of the Bank submitted to the Board of Directors, with a suggestion as to the "expediency of making the views of the author more extensively known to the public than they can be through the means of the subscription lists." The Board, therefore, adopted the following resolution, viz. "*Resolved*, That the President be authorized to take such measures in regard to the circulation of the contents of an article on Banks and Currency, published in the American Quarterly Review, either in whole or in part, as he may deem most expedient for the interests of the Bank." Here was no limit to the President's discretion, or the amount which he was authorized to expend. His power was very extensively exerted.

In his annual message of December, 1830, the President reiterated the opinion previously expressed by him in relation to the bank of the United States. The subject was not agitated in Congress at that session, and that body adjourned on the 3d March 1831. The subsequent session of Congress was necessarily to be the long session, immediately preceding the presidential election. On the 11th March, 1831, a resolution was adopted by the Bank, as reported to the President of the United States by the Government directors, authorizing the President of the Bank to cause to be prepared "and circulated, such documents and papers as may communicate to the people information in regard to the nature and operations of the Bank." By this resolution, the President was authorized, not to cause specific papers to be printed and circulated as before, but power was conferred upon him to hire writers, for the purpose of preparing documents and papers, without designation as to their character or numbers, to employ printers to print them, and carriers to distribute them. Neither was there any restriction as to the amount of funds which he was authorized to employ in carrying into effect this new system for disseminating information among the people.

A short time after the passage of this resolution, conferring upon the President of the Bank such extraordinary and unusual powers over the funds of the Bank, a negotiation commenced, (as appears by the evidence accompanying the report of the investigating committee in 1832,) in relation to a press in New York, in the progress of which the president of the Bank, on the 26th day of March, 1831, advanced $15,000, which was not entered on the books of the Bank as a loan until January 2d, 1832. The paper which had before that time been decidedly opposed to the Bank, immediately became its advocate; and in a few months the notes discounted for its benefit amounted to $52,975, and at periods of from six months to five years, the last of which did not fall due until the year 1836, and several months after the Bank charter would expire. These were credits altogether unusual in the regular business of banks. About the same period large sums were advanced to editors of political papers in other parts of the Union. During this period a most unprecedented extension of loans was granted by the Bank. For some years, its loans had not varied much in the aggregate from forty millions of dollars. In October 1830, they amounted to $40,527,523. From that time they began rapidly to extend, and on the first of May 1832, amounted to $70,428,007. In eighteen months the extension was near thirty millions, being at the rate of about two millions per month.

Whilst these accommodations to editors, and this great extension of its loans, were in progress, the Bank in December, 1831, applied for a renewal of its charter, which then had upwards of four years to run. A bill to renew it passed both Houses of Congress, was presented to the President of the United States, and on the 4th of July 1832, received his veto.

The President was then a candidate for re-election, and that question was to be settled in November of that year. The power given to the president of the Bank by the resolution of the 11th March 1831, was during that and the succeeding year exerted with great industry. The fact of the existence of this resolution, and the expenditures under it, came to the knowledge of the President for the first time, through the report of the Government Directors, during the last summer. From that report it appears that for the last half of 1829 these expenditures were $3,765 94, giving as an average for the year $7,531 88. In 1830 they increased to $14,081 47, about $7000 of which were "for printing and distributing the report of the Committee of Ways and Means, and Mr. Gallatin's pamphlets." In 1831 they increased to $43,204 79, and in 1832, they were $38,667 88, of which $26,543 72 were incurred in the last half year, including the Presidential election; so that these expenditures continued to increase from 1829 up to the Presidential election.

So far as communicated by the Government Directors, the documents and papers printed and distributed with this money, appear to have been chiefly reports of committees in Congress, and speeches of members friendly to the Bank, and generally opposed to the President; extra newspapers containing similar matter, and other electioneering matter calculated to defeat the election of the President; reviews of speeches and of the veto prepared with the same object; addresses to State Legislatures, and editorial articles in favor of the Bank.

It is further stated by the Government Directors, that for about $24,000 of the expenditures, no vouchers whatsoever had been rendered. The several sums were paid on the orders of the President of the Bank, referring to the resolution of 11th March 1831, as his authority to make expenditures but not stating the persons to whom they were paid, nor the purposes for which they were expended. Nor does it appear that the Board of Directors, or any committee of the Board, or any other person, except the President of the Bank and the parties receiving the money, passed upon the claims, or knew for what object this large expenditure was incurred. As the Government is the owner of the fifth of the capital stock of the Bank, one fifth of this unwarrantable expenditure was the money of the people.

In this narrative of facts are found ample reasons to justify the Secretary in the removal of the deposites. It seems impossible to resist the conviction, that from 1830 down to November, 1832, the Bank was managed with reference to the Presidential election; that all its mighty means and power were exerted to influence and control the people in the exercise of their right of suffrage, and secure a recharter, by filling Congress and the Executive offices with its friends and supporters. It was said by a wise man of antiquity, "that the borrower is the servant of the lender"—and with equal truth it has been recently asserted, that "he who controls a bank, controls the debtors of that bank." No adequate motive can be conceived for the unprecedented extension of the business of the bank from forty to seventy millions of dollars in eighteen months, but a determination to make as many debtors to the bank as possible, and thus bring multitudes of men under its control. Through the fear of being pressed too severely for repayment it might have been reasonably expected that most of these debtors, and the friends they could influence, would support the bank in its struggle for a recharter. While this process of extension was going on, numerous editors of political papers appear to have received large sums of the bank's money, and were thus prepared to advocate measures or men, as the ultimate interests or views of that institution or its managers might indicate or require. Cotemporaneously the funds of the bank were put at the disposal of its President, to be used without limit, and their expenditure sanctioned without vouchers, as a means of accomplishing the great design.

Connected with these operations was the conduct of the bank during the same period, in the three per cent. transaction, examined by a committee of Congress last year, whereby the bank attempted to baffle the Government in its efforts to pay the public debt, and secretly sought the aid of foreign bankers to increase its means to control the Government. In addition to its faithlessness to the Government, the bank seems to have formed a foreign alliance, and procured foreign aid, in its war with the President of the People. The three per cent. transaction was condemned by the Committee of Ways and Means last year, as already stated, and the pretences on which it sought to be justified, declared to be unfounded. Of itself, it would have justified a removal of the deposites; but it seems to have been but an incident in a grand scheme, to make our whole people and their Government subservient to this moneyed incorporation. A scheme, which if successful, would have left us but the name of a republic.

But the Bank was not content to submit to its fate and execute its duties as a faithful agent of the Government, when, with all its debtors, its presses, its advocates, its foreign aid, hired writers, and extra documents, it received the decisive rebuke of the American People in the result of the presidential election. During the last summer, one of the Government Directors, by being placed on the dividend committee, a temporary body appointed every six months to ascertain what dividend shall be declared, discovered, in the expense account of the Bank, some of those items for printing which have since been reported. On consulting his colleagues, the other Government Directors, they deemed it their duty to inspect that account. Having done so, and found that it gave no definite information relative to large portions of the expenditure, they brought the subject before the Board, for the purpose of obtaining more certain information and rescinding the resolutions under which it had been incurred. Not only did the Board refuse to cause the account to be stated with such precision that it could be understood, and to rescind the resolutions of the 30th of November, 1830, and March 11th, 1831, but, instead thereof, resolved as follows, viz.

"That the Board have confidence in the wisdom and integrity of the president, and in the propriety of the resolutions of 30th November, 1830, and 11th March, 1831, and entertain a full conviction of the necessity of the renewed attention to the object of those resolutions; and that the president be authorized and requested to continue his exertions for the promotion of that object."

Thus was the formal sanction of the Board given to the acts of their president under their former resolutions, and he was stimulated to renewed vigilance in employing writers and presses to influence the public mind. Thus, expressly did they approve of the expenditure of the $24,000, without vouchers, and promise to their president future immunity and irresponsibility for the use of any larger sum.

Corporations have no powers but such as are granted in their charters, and those necessarily incidental. As an incident, the Bank of the United States has an unquestionable right to procure and pay for Bank notes, the necessary blanks and such other papers as are requisite in the transaction of all business which it may be expressly authorized to perform by its charter. When it proceeds further, and prints documents, speeches, handbills, or newspapers, it transcends the power granted to it. The Bank of the United States was not created "to communcate to the people information in regard to its own nature and operation" or the acts of their chosen rules. The people supposed they understood its "nature and operation" before they gave it existence, and they tolerated its establishment as a servant, and not as a teacher. Few would have been found to advocate its creation, if it had been a provision of its charter that it might apply its corporate funds to the printing and circulation of such congressional reports, speeches, and other political documents, as its managers might deem useful in conciliating public opinion to its management, and even to the hiring of writers to advocate its interests, and circulating denunciations against the constituted authorities for their official acts. Certainly no friend or enemy of the Bank had a right to employ its corporate funds for the purpose of teaching the people how to estimate the acts of their Representatives, in either the executive or legislative branches of the government. The idea that such a right was veiled under the charter, or any of its provisions, would undoubtedly have been fatal to its passage. Is it less alarming that it has now usurped the right?

The conduct of the Bank, in this respect, has been attempted to be justified on the ground of self-defence. The error in this point consists in considering the Bank and its managers as identical. The Bank has not been attacked. The President of the United States, in his messages to Congress, has expressed his opinion that the charter ought not to be renewed, and has put his constitutional veto on a bill passed by Congress for that purpose. But this was no attack upon the corporation, for, to a renewal of its charter it had no legal right. None of the chartered rights of the Bank have been wrested from it; no judical process has been instituted to vacate its charter. When such attacks are made, no man will complain of the Bank for defending itself in the Courts by the employment of counsel, and paying their fees out of the corporate funds. But the President and Directors of the Bank have no right to use the funds of the institution in making publications vindicatory of their own management, or tending to show that the President of the United States has been guilty of usurpation of power or dereliction of duty in refusing his assent to a renewal of their charter. These were matters which belonged to the forum of the public; into the discussion of which the managers of the Bank, in common with other citizens, had a right to enter, not in their corporate, but in their individual capacities, and at their own expense. The managers of the Bank, if assailed for misconduct, may, like every other citizen or officer of the Government, defend themselves, but not by the use of the corporate funds or power. They may expend their own money without limit, in employing writers and presses to defend them.

What would be said of the President of the United States if he were to expend the money in the Treasury in printing congressional reports, and speeches, hiring writers, employing editors, printers, and distributors, for the purpose of defending himself and the executive officers against attacks made upon them from sources official and unofficial? If he were to requests Congress to put the whole deposites of the Treasury at his disposition, for such a purpose how would it be received? If the Senate or House of Representatives were to employ their contingent funds in printing and circulating speeches of members, and articles prepared by hired writers, paid from the same fund, under pretence of defending the members of the House against the attacks daily made upon them, would it be tolerated by the American People?

The committee consider this delegation of unlimted and irresponsible power to the President of the Bank over the whole funds of the institution, am atrocious violation of the Bank charter, and the most daring abuse of its power, which has hitherto been disclosed.

It is sufficiently alarming that the Government Directors have been deprived of all participation in the principal business of the Bank—that its most important discounts and other business are managed by committees selected by the President, who seldom report—that the restrictive provisions of the charter have been subverted by arbitrary rules, and responsibility to the Government which owns a fifth part of its stock, in effect destroyed.

But in addition to all this, here is a discretionary power vested in the President of the Bank alone, to be exercised without the responsibility of rendering specific accounts, or vouchers under which he may apply hundreds of thousands and millions to operate on public opinion, and through the prostration of enemies, and the advancement of friends, procure a new charter. In causing to be prepared and circulated such documents and papers as come within the scope of the authority vested in him, he may hire editors, and set up newspapers throughout the whole Union, and by the use of unlimited sums of money, without appropriation or accountability, he may distribute a patronage more potent than that of many Governments, because all wielded by the same hand, to secure a single object.

When the Government Directors, as faithful sentinels over the public interest in the Bank, communicated the fact that this power had not only been assumed by the Bank, but that its managers were determined that it should be wielded with renewed energy, and for an indefinite period, the Secretary of the Treasury was fully justified for this reason, if there had been

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