

UNITED NATIONS BANK
FOR THE RECOVERY AND DEVELOPMENT
OF THE AFRICAN CONTINENT

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IS AN INSTITUTION WHICH IS GOING TO BE OF GREAT USE TO THE AFRICAN PEOPLE.
IT IS GOING TO HELP THEM TO OVERCOME THE PROBLEMS THEY ARE FACING.
IT IS GOING TO HELP THEM TO BUILD A BETTER FUTURE FOR THEMSELVES AND FOR THEIR CHILDREN.
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From that instant your fate would be sealed.—All hope of emerging from penury and obscurity would vanish, and with bitter remorse and heart-corroding thoughts for your companions, you would "drag, at each remove" from former happiness, "a lengthening chain," until the friendly hand of death should at last release you from a deplorable bondage of your own creation! This is no romantic supposition, but the actual doom that has overtaken thousands! He who often tastes the cup of intoxicating pleasure, will some time find its flavor changed to nauseous bitterness; but he who drains it to the very dregs, will one day imbibe from its bottom a residuum of desolating madness!"

UNITED STATES BANK. IN THE HOUSE OF REPRESENTATIVES.

FRIDAY, May 11, 1832.

MR. McDUFFIE, from the Select Committee appointed to examine the books and proceedings of the Bank of the United States, submitted the following as the views of the minority of the said committee,

The minority of the committee, appointed to examine the books and proceedings of the Bank of the United States, dissenting from the report of the majority, beg leave to present the grounds of their dissent, for the consideration of the House.

The majority of the committee have submitted, without expressing any decided opinion on them, six cases which they allege to have become subjects of imputation against the bank, touching the violation of its charter.

The first of these cases relates to uninsured losses, and occurred as far back as 1822, during the presidency of Mr. Cheves. The Branch Bank of Lexington, had received a large amount of the notes of the Bank of Kentucky, a portion of them as Government deposits. These notes were considerably depreciated. The branch having declined issuing any of its own notes, in obedience to the orders of the mother bank, an individual applied for a loan of these depreciated bank notes, alleging that he wanted them to pay a debt, and that they would answer his purpose as well as any other bills. The loan was granted. The Bank of Kentucky was, at the time, regularly paying to the branch, interest on these notes, and finally redeemed all that remained, a few months after the loan in question. It thus appears that these bills were as good as cash to the bank, and the borrower alleged that they were of equal value to him. It is difficult to conceive any solid ground for considering this as a case of usury. It would be as reasonable to say, that it would have been usury, for the Bank of Kentucky itself, to make a loan of its own depreciated notes. The utmost fairness was exhibited by the branch bank, in this transaction, the loan was made with reluctance after repeated applications, and yet the directors of the mother bank, many years afterwards, and since Mr. Biddle has been at the head of the institution, refunded to the borrower of the Kentucky notes, the full amount of the difference between their nominal and their real value, at the time of the loan, with interest. This has been done in another similar case; so that, in the only two cases which have been brought to the view of the directors at Philadelphia for the purpose of having the amount of the depreciation refunded, the application has been granted with a promptness and liberality highly creditable to the institution.

The minority of the Committee will barely remark, upon these transactions, that being free from all imputations of intentional usury, and never having been sanctioned by the Directors of the mother bank, but, on the contrary, corrected, they cannot furnish the slightest ground for alleging that the charter has been violated.

The second ground of imputation noticed by the majority of the Committee is, "the issuing of branch orders as circulation."

On this point, the minority deem it sufficient to remark, that a branch order is nothing more nor less than a draft or bill of exchange drawn by a branch upon the mother bank, and that the charter expressly authorizes, as one of the primary operations of the bank, the buying and selling of bills of exchange. If the bank has a right to issue these drafts at all, it cannot, surely, be made a ground of just complaint against it, that they are used as circulation. That is exclusively the affair of the community. The bank cannot be justly made responsible for the use which the public may choose to make of these drafts. It is the high credit of the bank that gives the character of circulation to this paper; and it is the voluntary act of the community receiving it as such.

In fact, there is no part of the bank which has been so beneficial to the public. It has, in practice, furnished the southern and western States with the means of effecting their exchanges with the north, without any expense whatever.

It may be well doubted, however, whether a sensitive and permanent issue of these drafts might not prove very inconvenient to the bank itself, in a certain state of the domestic exchanges, and it would be, therefore, a judicious measure, to supersede the necessity in which these drafts originated, by authorizing other officers than the president and cashier of the mother bank, to sign notes for circulation.

The third ground of imputation, as relates to the violation of the charter, is, "the selling of coin, particularly American coin."

It is supposed that it exceeds the power given to the directors by the charter, to appropriate by the directors to aid in the construction of these improvements.

The other "donations" to which the report refers, consist of small sums contributed to fire insurance companies, for the safety of the bank property, and against which it is not pretended that any objection can be fairly raised.

The last ground of imputation, as touching the violation of the charter, is, "building houses to rent or sell, and erecting other structures in aid of that object."

The bank is expressly authorized to purchase real estate which has been mortgaged to secure debts previously contracted, and also such as may be sold under judgments and executions in its own favor. In the exercise of this right, the debtors of the bank are as much interested as the bank itself. For it must be apparent that if the bank were not permitted to bid at these sales, the property of its debtors would be frequently sacrificed, at a sum greatly below its value. It has been only for the purpose of saving itself from loss, and the property of its debtors from being thus sacrificed, that the bank has ever purchased any real estate, except what has been necessary for its banking houses. There is no description of property which a banking institution is so unwilling to own as real estate. Such an institution is entirely unsuited to the management of such property; as much so as a farmer would be to manage the dis-accounts of a bank.

Owing to the extensive failures of the persons indebted to the bank, in the western country, prior to 1819, the directors were unavoidably compelled to take a very large quantity of real estate, as the only means of avoiding still greater losses than they have actually sustained. They have disposed of this estate as rapidly as they could, consistently with the interests of the institution. On a portion of it they have erected improvements, to prepare it for sale, and by means of which they will save the stockholders from a great portion of the loss which would have otherwise occurred, and will recover a large amount of the debts which were some years ago set down as desperate. If, for this course of conduct, the directors are rendered obnoxious to censure, then will they be condemned for the very faithfulness of their stewardship. It is too obvious to require, or to justify the use of argument, that the right of the bank to improve its real estate, is inseparably connected with the right to purchase—to hold, or to own it.

On this subject, the House is referred to the exposition of the President, marked A. The next subject to which the report of the majority advertises, is the loan to James Watson Webb & Co. It is proper to remark, in the first place, that the only sums ever loaned to this copartnership, were the sums of twenty, and of fifteen thousand dollars, the former in August and the latter in December, 1831. It is also proper to remark that the first sum was reduced to \$18,000, at the maturity of the note given for it; and that the latter sum was entirely paid off in March last, by Mr. Webb; and, as he expressly states on oath, without being requested by the bank to do so. The whole amount of the accommodations ever obtained from the bank, by Messrs. Webb and Nosh, was \$55,000; and the whole amount now due by them, is \$18,000.

The grounds and securities upon which these accommodations were granted, will now be stated. Mr. Webb professed to the directors a full statement of the affairs of the copartnership, setting forth the value of their property, and the annual income derived from their paper. From this statement, which was authenticated by the oath of their book-keepers, it appeared that the net annual income of the paper, from advertisements and subscriptions, was \$15,750, after deducting ten per cent, for bad debts, and defraying all the expenses of their establishment. Upon the whole, it appeared that this was one of the most profitable, as it is certainly the largest commercial newspaper in the Union, with an immense advertising patronage, and a large and rapidly increasing subscription list.

With these exhibits, Mr. Webb produced the letter of Mr. Walter Bowe, Mayor of the city of New York, and formerly a director of the Bank of the United States, a man of wealth and high character, enclosing the application for the loan, and stating that "he did so with pleasure, and saw no reason against this being treated as a fair business transaction." Several of the directors, as well as the president of the bank, were examined on oath, in relation to this transaction, and as the clearest mode of exhibiting its true character to the House, extracts from these examinations will be given.

The following is the testimony of Mr. Biddle, relative to these loans.

Ques.—"Did you consider the loans made to James Watson Webb & Co. fair business transactions, such as you could not refuse without subjecting the bank to the imputation of indulging political party? State fully the views and considerations on which you voted in favour of those loans?"

Ans.—"I certainly considered them as fair business transactions, or I should not have consented to them. At the request of the Committee I will explain the reasons of that opinion."

"In making loans every transaction was perfectly safe, and every borrower perfectly good, banking would be an easy office but as men generally borrow to employ the funds, in some profitable pursuit, subject, of course, to visibilities, all that can be expected in making loans is a fair and reasonable security as to the situation and prospects of the borrower. Tried by these, the only tests, I think the loans in question are unexceptionable. The first

subscription, which, with the unpaid arrears of the last 6 months, may be safely estimated at

And the property owned by the applicants amounted to

20,000

8,000

38,000

23,000

10,000

Making

Leaving an excess of

That they had been deemed worthy of credit in New York, appeared from two facts,

1. That the banks of New York had lent them \$15,000, which they had repaid.

2. That the respectable mercantile house of J. L.

& J. Joseph & Co., a firm well known to the direc-

tors, had lent them \$20,000, which had been repaid

themselves themselves certify in a document accompany-

ing the papers.

Finally, they had no accommodation, direct or in-

direct, out of any bank.

The case then stood thus: There are two persons of

skill in their profession engaged in an establishment

of which the capital is

65,000

The gross income, -

60,750

The expenditures, -

35,000

And the nett income, -

23,750

In conducting such a business, where the receipts are semi-annual, the payments daily and weekly, some credit. They accordingly apply to borrow \$20,000.

They wish to borrow it, not to pay previous debts, not to spend it on objects unconnected

with their business, but for the purpose of employing

it all in a way to increase the profits of the concern

itself, by procuring a new press, and enlarging their

means of obtaining early commercial information, and thus make the paper more valuable.

"Now the statements may be presumed to present the most favorable aspect of the case, from the sanguine temper in which men are prone to estimate their own professions and prospects, and yet unless they were wholly fallacious, the board saw

enough to warrant the loan. It was further justified

by the event; for when the note fell due \$2000

were paid off at a time when the demand for money induced many other debtors to ask for a renewal of

their notes.

"So much for the loan of \$20,000."

The other loan rested on the same principles as the first, with this addition. The parties stated, that owing to the part which they had taken in regard to the Bank, they had been deprived of their usual accommodations in their business. What every right

to the reason, the fact of an abridgment of these

facilities furnished a reason for extending the loan in

addition to the belief of its safety—which was, by so doing, any hazard to the original loan might

be prevented; and the best evidence of its security is,

that the parties have since repaid the loan.

In regard to the other loans, which appear in their names, they were given without any knowledge of their being discounted at the bank. They were done at the request of a person of undoubted credit, which had been proved in the most decisive way—by the actual payment of the notes. That they intended

to aid Mr. Nosh, the drawer of the notes, in purchasing a share in a newspaper, was stated at the time. But that formed no objection to them. He borrowed money as thousands borrow money every day, to employ it in his active business. If Mr. Nosh himself applied to the bank for a loan to buy a share in a newspaper, and the security was satisfactory, the purpose of the loan would have made no difference.

Nineteenth of the loans made of the bank probably are made to persons to buy something, or to pay for something already bought.

Men borrow money to buy a share in a ship—a share in a cargo—a share in a bank—a share in a canal—why not a share in a newspaper?

The bank had no difficulty about the loan, because it was thought secure

one about the object, because that was not the nature

of the bank. It does not inquire, and does not care,

whether it is to be used for the stockholders and for the

general character of the stockholders and for the use

of the stockholders and for the use of the stockholders.

Most, if not all of them, are

fortunes, having no connection

being entirely independent of him

nearly men who are engaged in business, with fortunes, which are

by adventurous speculations, but

and moderate but certain profits

the general character of the stock

of Philadelphia, a circumstance

location of the bank in that city

for the stockholders and for the use

which gained the loan in great

measure, having no connection

being entirely independent of him

and which is in these cases

the case of the majority, which

is necessary to action, is that of the

bank with Thomas Biddle & Co.

Mr. Thomas Biddle, the principal

agent, at a distant relation of the

bank, and it was owing to this

fact, that his agents understood

to say inequitable, examination.

The first thing that struck me

of the examination, as worthy of

attention, was the fact, that this House had obtained

on August, 1831, loans to the amount

of millions of dollars, on a pledge

which had been gradually reduced,

six hundred thousand dollars.

On examination, it was found that

the loans made at the annual meetings at

the direction of the directors of the bank, and not Thomas Biddle & Co., were

moderated. The Government having

paid off several millions of its stock,

the consequence was, that

the amount of the money capital of the insti-

tution was considerably improductive, and it became

so important to have it invested. In

order to do this, the directors adopted a resolution

paying the loans of a large sum at least

twice over, upon the security of any good and

convenient collateral.

As soon as this was done, the

stockholders, who were numerous

and prominent, began to

make demands for the

return of their money.

At the same time, the

Government, which

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