

Committee for Law Affairs
 5th February 1823.

Present

Mr. Richards.

The proceedings of the last Committee were read.

The Chairman reported that the Governor had communicated to him a Letter received from Mr.

Hobhouse relating to the two

Persons apprehended in Holland for
 uttering Forged Notes of the Bank
 of England, whose cases came
 under the consideration of the
 Committee on the 16th October last;
 and a copy of the Note of the Governor
 and Deputy Governor in reply.

Resolved,

That the same be entered on
 the Minutes of this Committee, viz:

"The Governor & Deputy Governor
 request Mr. Hobhouse will have the
 goodness to express to Baron Fagel
 their sense of His Excellency's
 attention in causing the information
 to be conveyed to him."

Copy of the Gov.
 & Deputy Gov.'s note
 in reply thereto.

The

"The Bank cannot prosecute in
 "England persons passing forged
 "Notes abroad, and they decline
 "prosecuting in Foreign countries for
 "crimes committed there. — This
 "has already been intimated to Mr.
 "James Gambier on his communica-
 "ting, in October & December last
 "the particulars relative to this case."

"Bank of England,
 "1st Feb. 1823"

Job Jones is a person who has
 been extensively engaged in the
 circulation of forged Bank notes, and
 many endeavours have been made
 to detect and bring him to Justice
 but hitherto without success. For
 the last two years we have not
 heard of his dealing in forged notes
 in this country.

John Tye was connected with
 Job Jones. He was detected in January
 1822 and tried, — convicted & executed
 for selling forged Bank notes.

John Dye alias Smith the other
 Prisoner in custody, was tried at the
 Dec^r Sessions at the Old Bailey in 1818
 on the charge for selling forged notes,
 but was acquitted. —

The

The Fabricators of Forged notes, use every possible means to prevent their being detected either by the Persons they deal with or others. they manufacture their notes in very secret places, and it very rarely happens that they are detected in the fabrication of them.

It is not considered that the information given by the two Offenders in Holland is of any importance either to the Public or the Bank as there is no probability of its leading either to the detection of the Fabricators of the Forged notes, or to that of the Wholesale Dealers who supplied them. —

Mr. Lawrence laid before the Committee the following Applications, viz:

Geo. Bowie, Merchant, Saint Helen's place having paid £151.2.9 being half the amount of the Balance due on the 1st February Instant, requests Indulgence for 6 months for payment of the remainder. Resolved, That the said request be granted with the usual Consents.

Wm

Wm Anderson

William Anderson of Little Portnew St^h
 Timber Merchant acceptor of 2 Bills
 amounting to £341.10.9, requests the Bank
 will accept Sundry Bills amounting
 to £353.14.8 as Collateral Security for
 payment of the same.

Resolved,

That the same be granted,
 with all the consents.

J. Hacker & Son

Hacker & Son Timber Merchants
 Goswell Street. Dis counters of Sundry
 Bills amounting to £6917.12.5 request
 the Bank to accept Payment of the
 same by Instalments at 3. 6. 9 & 12
 months from the 1st January 1823.

Ordered,

That M^r Kays do report thereon.

Ordered

That M^r Kays be directed
 to write peremptorily and demand
 payment of the following Persons
 vizt.

J. T. Newton & Son

J. T. Newton & Son, Paul Street
 Timber Merchants acceptors of
 sundry Bills amounting to £1773.9.10.

Abr^m Smith

Abr^m Smith, Beech Street
 Barbican, Timber Merchant acceptor
 of a Bill amounting to £571.19.

Wm

William Newell Low, Cabinet
Wm Newell Low Makers, Whitecross Street, acceptors
✓ of a Bill amounting to £382.16.0

James Harkness, Timber
✓ Merchant, Bermondsey, acceptor
of a Bill amounting to £154.5.0

Thomas Elsom of the Kingsland
✓ Road, Timber Merchant, acceptor
of a Bill amounting to £394.17.2.
Ordered,

That M^r Kaye be directed to
write and demand payment of
the following Persons, viz^t,

John Black, Merchant, Sligo,
✓ Drawer of a Bill for £491.5.8.

J. T. Clement, Merchant,
✓ Winchester House, acceptor of Two
Bills amounting to £1024.2.4.

Mess^{rs} Hicks Woodward & Co^s
Hicks Woodward Timber Merchants, Bankside,
✓ acceptors of sundry Bills amounting
to £6432.9.6 Bankrupts. S^r H.
Woodward being desirous that
the Commission should be
superseided, has proposed to the
Creditors the payment of a composition
of 6/8 of £ to be secured by Geo. Norman
Esq^r

Esq. and Mr. William Manfield payable at 3 & 6 months, on the sum of 7/ in the £ to be secured by Mr. Daniel Sutton of Kensington payable at 3. 5. 6. 7 & 9 months, and requests the concurrence of the Bank.

Resolved,

That the consideration thereof be postponed, and Mr. Kaye was directed to report thereon.

Committee for Law Suits,
12th February 1823.

Present

Mr. Richards

Mr. Raikes

Mr. Hibbert

Mr. Cockerell

The proceedings of the last Committee were read.

Mr. Kaye reported that he had perused the proposed arrangement between Messrs. Hacker & Son and their Creditors, by which the former propose to pay their Debts in full with Interest by Instalments at 3. 6. 9 & 12 months. If the Bank agree to give

Mr. Kaye's Report relating to the Affairs of Messrs. Hacker & Son.

give the time, Mr. Kaye stated, that
 he saw no objection thereto, upon
 having the contents of the other
 Parties on the Bills held by the
 Bank, except a stipulation on the
 part of Messrs. Hacker & Son that the
Creditors shall not claim Payment
from any other Parties on the Bills.
 that the Bank cannot accede to this
 stipulation, as they would by
 doing so be giving up, or at least
 suspending their Demand on the
 other parties on the Bills for 12
 Months, should Messrs. Hacker
 & Son make their Payments at the
 periods proposed. — That the Bank
 are entitled to call for immediate
 payment from all the Parties on
 the Bills, & cannot reasonably be
 asked to suspend their Demand upon
 one, until it is seen what
 another will pay. — In the mean
 time the Party against whom the
 Demand should be suspended,
 would be paying his other Creditors
 to the exclusion, or at least to the
 prejudice of the Bank. —

Resolved,

Resolved,

That the Bank will give the time proposed upon the usual contents, but will not relinquish its claim on the other parties on the Bills.

The following statement from M. Kaye was also read, viz:

"th 5. Feby" 1823.

"I have perused the agreement signed by the creditors of Hicks & Woodward agreeing to accept a composition of 6/8 in the pound to be secured by the acceptances of George Norman Esq. to Bills drawn by Wm. Manfield payable 3th 6 months after Date. This agreement contains a stipulation that the creditors shall on receiving the Bills for the composition accept & take the same in full satisfaction of their debts & do any act for procuring the Commission of Bankrupt to be superseded & for releasing & discharging Hicks & Woodward from their debts, save & except the Remedies the creditors may have for the Bills so to be given for the composition. And that the creditors shall deliver up to Hicks & Woodward."

"H Woodward all Bills, Drafts &
 "other Securities which they shall
 "or may have received prior to the
 "Date of the Agreement for their
 "several Debts, and shall indemnify
 "Hicks and Woodward from the
 "same & all liability in respect thereof

"I am of opinion the Bank cannot
 "with safety or propriety accede to
 "this Composition - In the first place,
 "if the Security for the Composⁿ should
 "not be paid, the whole debt ought
 "to be come payable, and the Bank
 "should not ^{be} left to sue for the
 "Composition only. In this case
 "the proposed Security is very respectable
 "but the principle upon which the
 "proposed Arrangement is formed
 "is totally inadmissible. In the
 "next place, the Stipulation that the
 "Bank shall give up the Bills they
 "hold from Hicks & Woodward is
 "extremely unreasonable, as upon those
 "Bills they hold other Persons liable
 "who are more responsible than
 "Hicks & Woodward, & the Bank are
 "therefore asked to give up Persons
 "liable to pay the remaining $12\frac{1}{4}$
 "upon receiving a Security for only
 "6/8. The Bank discounted the Bills on
 "the Credit of all the Parties on them, &
 "have a right to take their recourse
 against

"against all such parties until they have received 20^s in the pound & Interest, & consequently cannot become parties to the Composition here proposed"

"Joseph Kaye."

13 Feb 1823
 + on which day it was ordered,
 That the Secretary be authorised to sign the Petition to the Lord Chancellor Harkness of Bermondsey Timber to supersede the Commission, on receiving the Bills on M^r Norman.
 James Harkness

The Consideration thereof was postponed till to morrow.

Read a Letter from James Harkness of Bermondsey Timber Merchant, stating that it is not in his power to pay his acceptance for £154.5.0 at present, and soliciting Indulgence of time for 6. 12 & 18 Months to pay the same.

Resolved,
 That the same be acceded to, on obtaining the usual Consents, and Satisfactory Security being given.

J. T. Clement

A Letter was read from J. T. Clement respecting 2 Bills accepted by him, one of which on James Black at Sligo for £491.5.8 he is confident will be retired by him, and immediately on receiving a Remittance as expected from Jamaica by the ensuing month, he will take up the other Bill of £332.16.8 and hoping to be allowed Indulgence accordingly.

Resolved,

Resolved,

That the consideration thereof be postponed.

Mess^{rs} Newell
Sons

A letter was read from W^m Newell Son of White Cross Street Cabinet Makers, stating their inability to pay in full their acceptance of £382.16.0 in favor of Hacker & Co. and soliciting the Bank to receive 10% in the pound, at 3.6.9 & 12 months, which is the utmost they can offer. —

Ordered,

That Mr Kaye be directed to acquaint Mess^{rs} Newells that a satisfactory proposition must be made forthwith, or the Bank will proceed. —

Ab^m Smith

Read a Letter from Ab^m Smith of Beech Street Barbican Timber Merchant, proposing to pay in part of his acceptance for £571.19. — £250 in cash. — and as Mess^{rs} Hacker & Son on the 4th April next will pay 5% in the pound, their 1st Instalment, Mr Smith will pay the Balance by Cash or Goods, and requesting the Bank to accede thereto.

Resolved,

Resolved,

That the same be acceded to,
on obtaining the usual consents. —

A Letter was read from J. Newton
Son of Paul Street, Timber Merchants,
respecting their Acceptances for £1773.9.10.
in favor of Hacker & Son and J. Browning
soliciting the Bank to receive all
dividends which may be paid by
Hackers, and Browning, and they
will be answerable for the remaining
Balance, and that they are ready
to give their Bond or Warrant of
Attorney for the same or other
Security to pay on all Bills on
account of Hacker & Co. in 11 months,
and on Browning & Co. in 15 months,
with Interest thereon.

Resolved,

That Mr. Kaye be directed
to acquaint Messrs. Newton & Son,
that a more satisfactory proposition
must be made, or the Bank will
proceed. —

Mr. Lawrence laid before the
Committee the following Applications,
viz^t Thomas Reup Dixon of the late
Firm

Thos Reup Dixon

Firm of Dixon & McKinnan, Sugar Refiners, George Street, Spitalfields Bankrupts, acceptors of Bills amounting to £8322.12.6 proved under their Commission, and upon which a Dividend of 1/4 has been received - requests the Signature of the Bank to his Certificate.

Resolved,

That the same be rejected

Thos Elsom

Thomas Elsom, Kingsland Road, Timber Merchant, acceptor of a Bill for £394.17.2 requests the Bank will receive Sundry Bills amounting to £405.7.11 as collateral Security for payment of the same. —

Resolved,

That the same be received with the usual Consents. —

Investigators
Disbursements
Dec^r. 1822.

The following Accounts of Disbursements of the Investigators for the month of December last amounting to £11.4.9 were recommended to the Governor to be paid vizt.

Thos

Thos Glover's Disbursements £3. 3. 0

John Lees D^r £. 5. -

Extra Attendance 3 Days &

2 nights } 2. 12. 6 2. 17. 6

Charles Christmas D^r 2. 1. 3

Extra Attendance 6 Days 3. 3. - 5. 4. 3

L 11. 4. 9

Present

th
19th February 1823

Mr Richards

Mr Kaikes

Mr Cockerell.

The proceedings of the last Committee were read.

A Letter was read from Mess^{rs} Thomas Newton & Son of Paul Street inclosing 7 Bills amounting to £460. 5. 1 which they request may be placed against the Estate of Mess^{rs} J. A. Brownings, - and to be indulged with further time to make another payment on that account: Also that they may not be pressed to make Mess^{rs} Hacker & Sons account good, those Gentlemen being perfectly solvent.

Thos Newton
& Son

✓

Resolved

Resolved,

That the said Seven Bills amounting to £460.5.1 be received on account of the Bills Discounted by Messrs J & A. Brownings / with the usual consents / but that Mr. Hays be directed to require of Messrs. Newton & Son a further payment forthwith. —

N.B. The Bills delivered to Mr. Cox.

Messrs. Newell & Son. ✓
A letter was next read from Messrs. Newell & Son proposing with the concurrence of Messrs. Hacker & Son, to offer to pay to the Bank towards the Bills accepted by Messrs. Newell & Son, good Bills for £300 drawn in equal proportions at 3. 6. 9 & 12 months.

Resolved,

That the said proposition be acceded to with the usual consents.

J. T. Clement. ✓
Mr. Hays was directed to renew his application to Mr. J. T. Clement for the payment of the two Bills accepted by him amounting to £1024.2.4. —

26 February 1823.

Present

M^r RichardsM^r RaikesM^r Cottrell.

The proceedings of the last Committee were read —

Messrs. Hacker
 Son ✓

A letter was read from T. Hacker Son consenting, to the Bank receiving Six Bills / enclosed / amount to £278. 12.0 of Mess^{rs}. Newell Son of White Cross Street in arrangement with them for Bills of their acceptance drawn by the said Mess^{rs}. Hacker Son, and without prejudice to the claim of the Bank.

J. T. Clement ✓

A letter was read from M^r. J. T. Clement of Winchester House to Mess^{rs}. Kaye & Co. stating that M^r. Black of Sligo had remitted him a Bill of £490 on M^r. Fisher for the purpose of retiring a Bill of M^r. Black's now unpaid, but that M^r. Fisher had refused his acceptance on account of the non arrival of the Goods against which the said Bill had been drawn. ~~that~~ he had communicated this

this Circumstance to M^r Black, and he should hope that he will adopt some other Plan of settling the Transaction with the Bank. on the Subject of M^r Watts Bill for £532. 16. 8. M^r Clement stated that not having any immediate security to offer he must crave the further Indulgence of the Bank until Remittances are received from Jamaica, which he is expecting in the Course of a Month or Six Weeks.

Ordered,

That M^r Kaye be directed to inform M^r J. T. Clement that unless the Bill on Black is paid by the 5th of March, he will be proceeded against for the whole Debt.

M^r Kaye to proceed unless the Bill be paid by 5th of March ✓

Tho^s. Newton & Son ✓

A Letter was read from Mess^{rs}. Tho^s. Newton & Son of Paul Street acknowledging their gratitude to the Bank in allowing the Bills inclosed (see Minutes of the 17th Inst.) to be placed to their account, at the same time acknowledging their liability to the Bank for their acceptances in favor of Mess^{rs}. Hacker & Son - and J. V. A. Browning. stating that since the

the failure of the said two Houses, they (Mess^{rs}. Newton Low) have obtained from their creditors an extension of time to avoid giving the preference to any one, feeling confident they can pay the whole amount of their debts with Indulgence and humbly proposing in July next to make a further payment on both Estates - which, after receiving the two Instalments from Hacker Low amounting to £526.17.5 and the small Bills amounting to £460.5.1 making together £987.2.6, will place the Bank on an equal footing with their other Creditors.

Ordered,

That Mr. Hays be directed to inform Mess^{rs}. Newton Low that a Payment must be made in April and another in July, and a Judgement given to secure them.

H. J. Adeane Esq. ✓
A Letter was also read from Henry John Adeane Esq. to Mess^{rs}. Hays & Co. stating the death of his Father, who dying Intestate he proposes to administer to his personal Estate, and as soon as the Assets can be converted into money to discharge the debt to the Bank; that he hopes at least in the course of a few months to pay £2000 on account if not the whole of the debt - acknowledging his

his sense of the kind forbearance of the Bank, and on account of which that he felt the strongest solicitude to discharge this Demand with as little Delay as the situation in which he is placed will admit of.

Ordered,

That Mr Hays be directed to acknowledge the receipt of the said Letter, and to state the willingness of the Bank to grant Mr. Adeane time - but that the Bank will be glad if the probable period can now be fixed. —

Mr Cox laid before the Committee the following Applications vizt:

Abm Smith, Timber Merchant, Beech Street, having paid £250 upon account of 2 Bills accepted by him amounting to £1064. 17. 10
 Discounted with Hacker Son, proposes to pay £125th on the 5. April, and £125th on the 5. July next in cash or Bills to the satisfaction of the Bank which together with T. Hacker Sons Payments, at the same periods will make up 20^l in the pound.

Ordered

Ordered,

That the same be received on account -

R^d Gascoyne ✓ Richard Gascoyne, Draper Richmond, Surrey, acceptor of a collateral for James Lee amounting to £100 due the 19th Inst.

Ordered,

That Mr. Haye be directed to write peremptorily for payment thereof.

The following accounts of Disbursements for the month of Jan^y last of the Investigators, amounting to £19.4.6 were recommended to the Governor for Payment vizt -

Jan^y 1823
£19.4.6

Thos Glover's Disbursements £3. 8. 6
Extra attendance 5 Days & 2 nights 3. 13. 6
£ 7. 2. -

John Lees Disbursements £1. 14. -
Extra Attendance 4 Days & 3 nights } 3. 13. 6
£ 5. 7. 6

Charles Christmas Disbursements 3. 1. 6
Extra Attendance 7 Days. 3. 13. 6
£ 6. 15. -

The Committee proceeded on the Investigation of the accounts of the over due discounted Bills &c. unpaid
and

and determined upon the following Report to be made to the Court of Directors to morrow vizt -

Report on the
Overdue Discounted
Bills &c. unpaid
✓

That having investigated the Accounts of the overdue Discounted Bills &c. unpaid, your Commtee have to make the following Remarks thereon vizt.

That the Balance of the Outstanding Debt on the 31st January 1823 was £ 126,904. 18. 10.

That the Sum of £ 2454. 1. 4 has been received on the accounts of the Bankrupts or Insolvents, the Balances of which had from time to time been carried to the Debit of the General Account of Profit and Loss; which Sum has been placed to the Credit of that account in the General Ledger.

That the Balance on the 31 July 1822 of the Accounts accumulated between the 31 July 1817 and 31 Jan 1818 was - - - - - £ 18343. 13. -
received since to the 31 Jan 1823 4146. 4. 3
Balance remaining £ 14197. 8. 9

That

That the Balance on the 31st July 1822
of the accounts accumulated between
the 31st Jan 1818 and 31st July 1818 } £ 19,826.9.2
received since to 31st Jan 1823. 28.19.0
Balance remaining £ 19,797.10.2

Report cont. That the Balance on the 31st
July 1822 of the accounts accumulated
between the 31st July 1818 and 31st Jan'y
1819 was £ 14,043.10.10
received since to 31st Jan 1823 109.0.7
Balance remaining £ 13,934.10.3

That the Balance on the 31st July
1822 of the accounts accumulated between
the 31st Jan'y 1819 & 31st July 1819 was £ 29,881.17.4
received since to 31st Jan 1823. 1165.17.6
Balance remaining £ 28,715.19.10
1/4 of which is recommended
to be carried to the Debit of
the account of Profit & Loss Being £ 7,178.19.11
leaving the balance £ 21,536.19.11

That the Balance on the 31st July
1822 of the accounts accumulated between
the 31st July 1819 and 31st Jan 1820 was £ 766.10.7
received since to the 31st Jan 1823. 237.6.11
Balance remaining £ 529.3.8

That the Account between the
31st Jan'y 1820 and 31st July 1820 was
Balanced on the 31st July 1821.

That

Report cont:

That the Balance on the st 31 July 1822 of the Accounts accumulated between the st 31 July 1820 and st 31 Jan: 1821 was ----- £5624.14.1
 received since to the st 31 Jan 1823 } 11.19.3
 Balance remaining £ 5612.14.10

That the Balance on the st 31 July 1822 of the Accounts accumulated between the st 31 Jan: 1821 and st 31 July 1821 was ----- £4772.13.7
 Received since to st 31 Jan 1823 1039.16.10
 Balance remaining £ 3732.16.9
 1/8 of which is recommended to be carried to the Credit of the Account of Profit & Loss being 466.12.1
 leaving the Balance £ 3266.4.8

st That the Balance on the 31 July 1822 of the Accounts accumulated between the st 31 July 1821 and st 31 January 1822 was £18,317.10.9
 Received since to the st 31 Jan: 1823 } 5,036.13.10
 Balance remaining £ 13,280.16.11

st That the Balance on the 31 July 1822 of the Accounts accumulated between the st 31 Jan: 1822

1822 and 31 July 1822 was £13,523.16.7
 received since to the 31 Jan. 1823 811.4.10
 Balance remaining £12,712.11.9
 1/4 of which is recommended
 to be carried to the Debit of
 the account of Profit and Loss
 being 3,178.2.11
 leaving the Balance £9,534.8.10²

Report
continued

That there are 8 new accounts
 of Insolvents since the 31 July 1822
 whose Debts amount to £15,012.17.
 on which has been received

to 31 Jan'y 1823 } 621.12.1
 leaving the Balance £14,391.4.11

and your Committee recommend
 to the Court of Directors, that the
 same may remain as at present,
 the said accounts having so
 recently accreted.

J. Baker Richards.

Bank of England, Chairman.

26. February 1823.



The above Report was read in
 Court & approved 27 Feb 1823.

5 March 1823

Present
 Mr. Raikes
 Mr. Hibbert
 Mr. Cockerell

The proceedings of the last Committee were read -

I. J. Clement. A Letter was read from Mr. I. J. Clement stating that since the receipt of the unaccepted Bill alluded to in the last minutes, he has been in constant correspondence with Mr. Black of Sligo, who he knows is straining every nerve to meet the wishes of the Bank by retiring his Bill, and which he has pledged himself to do, out of the very first Assets that may come into his possession - and further stating that as he (Mr. Clement) is solely dependent on Mr. Black for the liquidation thereof, he begs for further Indulgence, having no doubt that ultimately the Bank will receive both Principal and Interest from Mr. Black.

Ordered,

Ordered,

That Mr. Kaye be directed to proceed against Mr. J. T. Clement.

Messrs. Newton
Sons

A Letter was read from Messrs. Thomas Newton Sons stating their inability to make any other proposition than that contained in their last Letter, - and that as to giving the Bank Security by Bond, it is totally impracticable, as they would thereby be giving the Bank a decided preference over their other Creditors.

Resolved, That the Minute of the last Committee be confirmed.

Application
from Elizabeth
Brown for
Relief,

A Letter was read from Elizabeth Brown a Convict in Newgate under Sentence of Transportation, stating her extreme distress, and praying the Bank to afford her some relief.

Resolved,

refused.

That her application be refused.

Ordered,

Mr. Kaye to
proceed against
Geo. Solley.

That Mr. Kaye be directed to proceed against George Solley of Pinners Court Merchant, acceptor of three Bills amounting to £3802.4/- Discounted with John Meyer Esq. -

Ordered

Ordered,

That Mr. Kaye be directed
to write to James Harkness of
James Harkness Bernonsey, Timber Merchant
for payment of his acceptance
for £154.5/- discounted with
Mess^{rs}. John Brownrigg & Son. —

M^r. Lawrence laid before
the Committee an application from
Mess^{rs}. Smith & Son requesting him
to attend a meeting of the
Commissioners under Wagstaff
& Baylis' Commission on Tuesday
next, to prove two Bills discounted
by Mess^{rs}. Smith & Son, not yet
due. —

Resolved,

That the said Request
be refused. —

Committee for Law Suits,
12 March 1823.

Present

W. Richards

W. Tibbert

W. Raikes

W. Cockerell.

The proceedings of the last
Committee were read —

A letter was read from W.
J. Clement of Winchester House
stating that as he finds his Difficulties
daily increasing from the want
of Remittances from Abroad and
the apparent impossibility of
his now surmounting them as
he had recently expected, he should
be sorry to cause unnecessary
expense to the Bank by Law proceed-
ings, since necessity will compel
him to submit to a Commission
of Bankruptcy.

Ordered,

That W. Kaye be directed
to stay proceedings against W.
J. Clement, and to apply to W.
Black of Sligo through his Agent in
Dublin. —

A

A letter was read from John
 S. Brooking of 85 Lombard Street on
 behalf of James Harkness who
 In: S. Brooking he states has instructed him to say,
 on behalf of James Harkness
 that at this moment it is out
 of his power to discharge his
 acceptance for £154.5/-, but that
 he will make every possible
 exertion to arrange the matter
 to the satisfaction of the Bank in
 a very short time, and in the
 interim he earnestly intreats
 Indulgence.

Resolved,

That a proposal to
 satisfaction must be made within
 a fortnight.

A letter was read from Richard
 Gascoyne of Richmond, asking the
 Indulgence of the Bank to hold his
 Bill for £100. till the 11th April next
 when he pledges himself it shall
 be paid.

R. Gascoyne
 of
 Richmond

Resolved,

That Indulgence be granted
 to W. Gascoyne till the 11th of April
 next -

A

H. J. Adeane
Esq

A letter was read from Henry John Adeane Esq, in which after thanking the Bank for their kind Indulgence, he proposes to pay £1000 on the 20 Feb 1824
1000 on the 20th of the ensuing May, and the remainder before the expiration of the year, adding, that it is highly probable he shall be enabled to pay off the entire Debt long before the time proposed, but being called upon by the Bank to name a specific time, and being anxious to adhere punctually to what he proposes, he is unwilling to fix an earlier period. —

Resolved,

That Mr. Adeane's Request be granted. —

Tho^s Reup
Dixon. —

A letter was read from Thomas Reup Dixon (late Firm of Dixon & Beckman, Sugar Refiners) to Sam^l. Drew Esq requesting his interference towards procuring the Signature of the Bank to his Certificate, stating that a Dividend on the Estate has been paid, and that all the other Creditors who proved under the Commission have signed his Certificate,

Resolved,

Resolves,

That the Minute of the
12th Ult^o. be confirmed —

Letter from
J. M. Freshfield Esq
on the acquittal
of J. A. Harper at
Winchester.

A Letter was read from J. M.
Freshfield Esq to his Father, acquainting
him of the acquittal of James Harper
at Winchester who was prosecuted
for uttering a forged note of
£5 at Winchester, & having others
in his possession. —

Ordered,

Disapprobation
of the course
at the conduct
of that prosecution
to be expressed to
Mr. Gaslee & Mr.
Adam (Counsel)

That Mr. Kaye be directed
to express the disapprobation of
the Committee of Mr. Gaslee &
Mr. Adam, in the conduct of that
prosecution. —

Letters from
Mr. Gamble &
Mr. Shea of
Gibraltar, on
the former having
received a forged £10
note, at Gibraltar.

Letters were read from Mr.
Thomas Gamble and Mr. Alexander
Shea of Gibraltar, stating the
former to have received a £10 note
supposed to be a forgery, and that
the person who paid him the same
is in prison & will be tried in May
next, but that the great difficulty
will be in proving the note in
question to be a forgery: that under
these circumstances the said note
has been forwarded to Mr. Joseph
Wright

Wright. N^o 11 Aldermanbury, who will be prepared to produce it whenever called upon. Mr. Garbale submits it to the better Judgement of the Bank to decide, whether they will supply the defect in the evidence above alluded to, by sending out some person qualified to swear to the Forgery:—that from some Circumstances which have become publicly known, it seems very certain that this is only a part of a very extended plan to circulate this Description of note, as other Notes of this Identical class are known to be placed in the hands of different Individuals of Gibraltar, and in the part of Spain contiguous thereto: That should the Bank on the face of these Statements be pleased to sanction a legal Investigation for the purpose of example, he offers for consideration his request, that the Expenses should be borne by the Bank, and his expenses and Disbursements be made good to him.

Resolved,

The Bank decline prosecuting out of the United Kingdom.

That the Bank does not prosecute out of the United Kingdom, and the Circumstances of this case do not warrant any change of Rule.

A

Petition from
Charles Blift
convicted for
uttering forged
notes.

Petition was read from Charles Blift who was capitally convicted for uttering Forged notes, setting forth his Services till the time of his Conviction, and praying the Bank to take his case into their merciful and humane Consideration by recommending to the Sovereign to spare his Life and inflict such other Punishment as may seem meet. To the said Petition many most respectable Names were added, bearing Testimony to the former good Character of the said Charles Blift: also a Letter to M^r Manning from Lord Berkehurst forwarding the Petition. —

Resolved,

The Bank
cannot interfere

That the Bank cannot
interfere in the above case. —

Mess^{rs} Newton
Son.

A Letter was next read from Mess^{rs} Thomas Newton Son, stating their Regret at the Bank not having complied with their proposition; and that having no other alternative, they must comply with the Bank proposal, and that the same shall be attended

to in April next.

Ordered,

That Mr. Kaye be directed to see that the Judgement is given forthwith, and that Mess^{rs} Newton & Son pay £300 in April and £350 in July next. —

Geo. Idle.

A Letter was also read from Charles Fry (procurator of Geo. Idle) stating that the Affairs of his late Partner & himself in Hayal, are about to be submitted to Arbitration and that he trusts he shall very shortly be enabled to make a satisfactory Communication to the Bank. —

Committee for Law Suits

19 March 1823.

Present

M^r RichardsM^r HibbertM^r RaikesM^r Cockerell

The proceedings of the last
Committee were read —

Case on a
Codicil to the
Will of Rear Adm.
J. W. Spranger

The following Case with the
Opinion of M^r Horne thereon,
having been referred by the
Governor for the consideration of
this Committee vizt.

Case

"Rear Admiral John William
"Spranger by the First Codicil to
"his will dated 1st Dec^r 1819 made
"the following disposition of
"£600. 13. 9 Navy & G^o Annuities
"vizt.

"I give the Sum of £600. 13. 9
"Navy & G^o which is now standing
"in my name in the Books of the
"Bank of England unto Abraham
"Henry Chambers the elder and
"Abraham Henry Chambers the
"younger both of New Bond Street
"in the County of Midd^x Bankers

but

"But upon the Trusts hereinafter declared
 "concerning the same (that is to say)
 "Upon Trust to pay the Interest or
 "Dividends thereof at the same shall
 "from time to time become due and
 "payable unto my Brother Jeffery
 "Spranger or his Assigns during
 "his Life or otherwise to authorize &
 "empower him and them to receive
 "the same and from and after the
 "decease of my said Brother upon
 "Trust to be possessed of the said
 "Sum of £600. 13. 9 pence & Cent
 "Annuities for other purposes detailed
 "in the Codicil.

"The Testator appointed his
 "said Brother Jeffery Spranger Sole
 "Executor of his Will.

"You are aware that all the
 "Acts creating the Funds contain
 "the following clause.

"And be it further enacted
 "that Books shall be constantly kept
 "by the said Accountant General for
 "the time being wherein all
 "Assignments or Transfers of all
 "Sums advanced or contributed towards
 "the said Sum of — shall be entered
 "and Registered, which Entry shall
 "be conceived in proper words for
 "that purpose, and shall be signed
 "by the Parties making such assignment
 "or Transfers, or if such Parties be
 absent

"absent by their respective Attorney
 "or Attornies thereunto lawfully
 "authorised in writing, under his
 "or their Hand and Seal or Hands
 "and Seals, to be attested by Two
 "or more Credible Witnesses; and
 "that the several Persons to whom
 "such Transfers shall be made shall
 "respectively underwrite their
 "acceptance thereof and that no other
 "method of Assigning and Transferring
 "the said Annuities, or any part
 "thereof, or any Interest therein,
 "shall be good or available in Law.
 "Provided always that all Persons
 "possessed of any share or Interest
 "in the said Stock of Annuities, or
 "any Estate or Interest therein may
 "devise the same by Will in
 "writing attested by two or more
 "Credible Witnesses; but that
 "no Payment shall be made upon
 "any such Devise until so much
 "of the said will as relates to such
 "Share, Estate or Interest in the said
 "Stock of Annuities be entered in
 "the said Office, and that in default
 "of such Transfer or devise, such
 "Share, Estate or Interest in the said
 "Stock of Annuities shall go to the
 "Executors, Administrators, Successors
 "and Assigns, and that no Stamp
 "Duties whatsoever shall be charged
 "on any of the said Transfers any Law

"or Statute to the contrary thereof
"notwithstanding"

"M^r. Jeffery Spranger as Sole
"Executor of the Testator demands to
"transfer the above sum of £6090. 13. 9
"Navy & 5th 1865. or rather the New Four
"Pounds into which they have been
"converted, insisting that the
"Devise thereof to Mess^{rs}. Chambers in
"Trust does not deprive him as Sole
"Executor of the power to dispose of
"the Stock. M^r. Spranger does
"not claim the Fund for payment
"of Debts, or allege any ground
"or Reason for insisting upon
"disposing of it, but contends
"that he has an unquestionable
"right to dispose of it, and insists
"upon the exercise of that right
"without assigning Cause or Reason
"whatever.

"From the first establishment
"of the Funds to the present Day it
"has been the invariable practice of
"the Bank to Register so much of the
"will of every Fundholder as contains
"any Devise of Stock and this has been
"done in obedience to the clause in
"the Loan Acts above stated, and it has
"also been the invariable practice of
"the Bank to see that every specific
"Devise of Stock is observed by the
"Executor. In the case of Hartog v. Bank

as

"a mistake had been made by a
 "Clerk in permitting a Transfer
 "a Transfer contrary to the usual
 "practice, and it was contended
 "that as it was the uniform
 "and acknowledged practice of
 "the Bank to take notice of every
 "devise of Stock by will and not
 "to permit a Transfer in opposition
 "to such disposition the Bank was
 "answerable for the Stock so
 "transferred, and the Decision in
 "that case turned upon the Executor
 "being the Devisee in Trust of the
 "Stock and as such had a right
 "to take it into his own name, when
 "the Bank would have had no
 "control over it, and that they
 "could not be answerable for
 "permitting him to do that
 "directly, which he would clearly
 "have been entitled to do by the
 "Circuitous means of a Transfer
 "into his own name. If
 "the practice as here recognised
 "is binding on the Bank, you
 "will please to consider whether
 "they can permit the Transfer now
 "demanded by M^r. Spranger without
 "being responsible for the Stock to the
 "Devisee in Trust, and ^{ultimately} ~~ultimately~~
 "to the Cestui que Trusts after
 "the decease of M^r. Spranger the
 "Tenant for Life.

Your

"Your Opinion is requested,
 "whether W^h Spranger as sole Executor
 "of the Testator is entitled to dispose
 "of the Stock in question contrary
 "to the Devise in the first Codicil
 "to the Devisee in Trust? and
 "will the Bank be perfectly safe
 "in permitting the Executor so to
 "dispose of the Stock, or, can
 "they be called upon by the Devisees
 "in Trust or the Cestui que Trusts
 "in Reversion to answer for it in
 "case they permit the Executor
 "to Transfer?"

Opinion

"I am of Opinion that W^h
 "Spranger as the Executor of the
 "Testator has a legal right to
 "transfer the Stock in question as
 "he may think proper; and that
 "the Bank would have no legal
 "Defence to an Action brought against
 "them for refusing to permit the
 "Transfer. I am also of
 "Opinion upon the Authority of the
 "Doctrine laid down by the Court
 "of Chancery in the case referred to
 "of Hartga v the Bank and the
 "cases of the Bank v Moffatt
 "3 Bro: 260. and the Bank v Parsons

W^h Hoone's
 Opinion
 ✓

"3rd Vezy Jun 865 that the Bank will
 "be perfectly safe in equity in
 "permitting such transfer if
 "insisted on by Mr Spranger.

Wm Horne,
 Linc Inn March 8th 1823

Ordered,

The Joint Opinions
 of the Attorney Genl
 Mr. Serj. Bosanquet
 & Mr. Horne, to
 be taken on the said
 Case. — 5

The Papers in this
 case sent to Mr. Hays

That the joint opinions
 of the Attorney General, Mr.
 Serjeant Bosanquet and Mr.
 Horne be taken on the said case,
 which will be fully stated by
 Mr. Hays. —

Investigators
 Disbursements
 February 1823
£13. 3. 6.

The following Accounts of
 Disbursements for the month of
 February last of the Investigators
 amounting to £13. 3. 6 were
 recommended to the Governor for
 Payment, vizt.

Robt. Fish's Disbursements	£. 13. 6
Extra attendance 8 Hours	14. —
	<u>£ 1. 7. 6</u>
Charles Christmas's Disb ^{ts}	£4. 19. 6
Extra attendance 43 Days	6. 16. 6
	<u>£ 11. 16. —</u>

21st March 1823

Present

M^r Deputy Governor
M^r Richards.

On reading the Depositions
against Thomas Jones, Elizabeth
Jones and Oliver Mills apprehended
in Sussex for uttering 3 Forged notes
of £5 each,

Resolved,

That they be not prosecuted.

Depositions read
against Thomas
Jones, Elizabeth
Jones & Oliver
Mills for
uttering forged
notes.

Not to be
prosecuted

26th March 1823

Present

M^r Richards
M^r Raikes
M^r Cockerell.

The Proceedings of the two last
Committees were read.

A Letter was read from John S
Brooking stating that at this time
it is utterly out of the power of M^r
James Harkness to pay the amount
of his acceptance, but that if the
Bank

Letter from
J. S. Brooking on
behalf of James
Harkness.

proposal accepted
with satisfactory
security.

Bank will be pleased to renew it
by Bills at 3. 6 or 9 Months, he
has every hope of being enabled
punctually to provide the money.

Resolved,

That the above proposal
be accepted with satisfactory security.

Messrs. Newton
Son.

A Letter was read from Messrs.
Tho: Newton Son proposing to pay
on the 1st of April £431. 16. 2 / with
Interest / being the amount of
One Bill due 11th Feb. last drawn
by Hacker Son, and accepted by them
when they hope that the said Bill
will be given up. They also propose
to pay £350 on the 30th August, which
with the two Instalments in April
and July on the residue of Hacker
Sons Estate, will more than pay
the full Amount claimed against
them by the Bank.

Resolved,

That the request of Messrs.
Newton Son be granted, upon the
execution of the Judgement.

M^r. Cox laid before the Committee
the following applications vizt:

Charles

Charles Clarke, Corn Dealer, Wapping
Old Stairs, acceptor of 2 Bills amounting
to £903.15.6 requests the Bank to accept
a composition of 10% of £L payable by
Charles Clarke 3 equal Instalments at 2, 4 and 6 months,
to be secured by M^r Rob^t Fountleroy
of Potters Fields, all his other creditors
having accepted the same Terms.

Resolved,

That the same be acceded
to with the usual consents. The
Deed to be reported on first by M^r
Kaye.

Andrew Clark Esq^r Merchant,
Liverpool acceptors of 2 Bills amounting
to £2654.3.6 / one of which for £1273.19.
drawn by Gordon Duff Esq^r, and the
other for £1377.3.11 drawn by Stuart
Bruce Esq^r / having executed a Deed of
Inspection under the Superintendence
of mess^{rs} H. Wilson, Linen Draper,
John Wilson, Merchant & Rob^t Holt
Glasg^o Merchant, all of Liverpool,
request the Concurrence of the Bank.

Resolved

That the Consideration thereof
be postponed.

Ordered,

That M^r Kaye be directed
to

consideration
postponed

Mr. Hays to
write to John
Browning Sen.
for a settlement

to write to Mr. John Browning Sen.
Timber Merchant, Belvidere Wharf
Lambeth of the late Firm of John
Browning & Son, Discounters of
Sundry Bills amounting to
£5183. 16. 7, for a settlement.

Ordered,

Also to Messrs.
J^r. White & Son
of Chichester - and
Mr. Wm. Anderson

That Mr. Hays be
directed to write to Messrs. John
White & Son of Chichester, Upholders,
and Mr. Wm. Anderson of Little
Poultney Street, for payment of
a Bill of £30 drawn by the latter on
and accepted by the said Messrs.
White & Son. —

2^d. April 1823.

Present

Mr. Richards Mr. Raikes
Mr. Hibbert Mr. Cockrell.

The proceedings of the last Committee were read. —

Mr. Hays's
Report on
Charles Clarke's
Deed of
Composition

Mr. Hays reported that he had perused the Deed of Composition of Mr. Charles Clarke which contains a Release from his Creditors to him upon receiving the Bills for the Composition, without a proviso that in case the Bills are not paid the Debts shall remain due. If the Bills for the Composition are not paid, the Creditors cannot enforce their whole Demand on Clarke, but must sue him his Surety for the Composition. Mr. Hays could not therefore advise the Bank to become parties to this Deed, but they may receive the Composition Bills giving a Receipt that if paid when due, they shall be in full satisfaction of the Debt, but if not paid, the whole Debt shall remain due & may be enforced.

Resolved

The Bank refuse
to become parties
to the Deed. but
will take the Bills

Resolved,

That the Bank will not
be parties to the Deed, but will take
the Bills upon the Terms stated
in Mr. Kaye's Report.

Benjⁿ Blaydes

Mr. Fox laid before the Committee
an application from Benjamin
Blaydes, Merchant, Copt-hall
Chambers who states that
from the destitute situation in
which he has been since his
failure, it has hitherto made it
impossible for him to make any
proposal to the Bank for the
compromise of his liabilities, but
that having now received the sum
of £400 from the Sun & other Fire
Offices in compensation for the
destruction of his Household Furniture
by the Fire on the premises of
Marriott Reine Esq: in Watling St:
he proposes to pay the sum of £590
half to be paid down and the other
half in six months, being 4/8 of £
on Bills drawn by Mr. Christie and
Mr. Dawson Esq: amounting to
£2950. 19.2 being the best offer he
has any hope of accomplishing.

Resolved

Resolved,

Mr. Glaydes
request acceded
to. —

That the said Request be
acceded to, with the usual Consents.

Committee — th 9th April 1823.

Present

W. Richards. W. Hilbert
W. Raikes. W. Cockerell

The Proceedings of the last
Committee were read —

Letter was read from Robert
Wilmot Esq. Under Secretary for the
Colonial Department, inclosing a copy
of a Dispatch which had been received
by Earl Bathurst from the Earl of
Chatham at Gibraltar together with
certain Depositions made in the
Case of Matthias Malvaros a Spaniard
who has been committed for Trial
at Gibraltar upon the charge of
having uttered one forged Bank Note,
and having in his possession several
others, knowing them to be Forged.

Communication
from Mr. Wilmot
Esq. as to the utterance
of a forged Note
at Gibraltar
v

Ordered, That Mr. Kaye be directed to
write to Mr. Wilmot, informing him
that the Bank cannot interfere, and that
its determination has been transmitted
to the Parties at Gibraltar.

The Bank cannot
interfere therein
& Mr. Kaye to
write so that it
is its determination

The

The following case was laid
before the Committee for their consideration
vizt.

The case of a
Forged Letter
of Attorney by
David James
Edwards, &c. &c.
considered.

In February 1814 David James
Edwards made a voluntary settlement
of £4000 5 Shs. upon his wife and
children, reserving to himself the
Dividend for Life. The Stock was
placed in the names of the Rev.
Wm. Bagshaw Harrison and John
Chamberlin. In January 1817
it is alledged David James Edwards
Forged a Letter of Attorney from the
Trustees to M^r. Joseph Gunning
of Elements Inn to sell out the Stock -
when M^r. Gunning applied to transfer
the Stock, the Signature of one of
the Trustees was objected to as not
corresponding with his former
Signature. upon this occasion,
M^r. Edwards, who is said to have
committed the Forgery, was produced
to vouch for his having seen the
Letter of Attorney Signed, as will
be perceived by an endorsement upon
it, and M^r. Gunning signed an
engagement to indemnify the Bank.
No notice was given to the Bank of
this Forgery until the 16th March 1820
when M^r. Harrison one of the Trustees
attended

attended in person and stated that he never signed any letter of attorney authorizing the transfer. At that time M^r Harrison refused to go before a Magistrate to swear to the letter of attorney being forged with a view to Edwards being apprehended, but on the 8th of April he demanded the stock to be replaced. Several months afterwards the cases with the opinions of M^r Bell and M^r Marryatt thereon were produced by the Trustees, and in November 1820 M^r Ser^g Pasanquet's opinion was taken on behalf of the Bank. The said cases & opinions with the Marriage Settlement and the forged letter of attorney, were laid before the committee.

David James Edwards who is charged with the commission of the forgery, died on the 26th Sept^r last in St George's Hospital, and the Trustees in Nov^r 1822 applied to have the stock replaced, when the following letter was written by the Bank Solicitors to M^r Gunning

Sir, "M^r David James Edwards being dead, the Bank of England is now called upon by the Rev^d M^r Bagshaw Harrison and M^r John Chamberlain to replace

David James
Edwards' case
continued

David James
Edwards' Case
continued

"replace the £4000. 5 Sh^ls which
you sold out on the 23rd of Jan 1817,
"under a Letter of Attorney purporting
to be from M^r. Harrison and M^r.
Chamberlain to you, but which
they state to be forged. In order
to induce the Bank to permit you
to act upon this Letter of Attorney, you
signed an Engagement to indemnify
that Corporation from all Costs and
Damages they might sustain by
permitting you to act thereby.
"As the Bank is now called upon
to replace the Stock, we are
desired to apply to you under the
Indemnity you have given, to
satisfy this claim, or to take upon
yourself to protect the Bank against
it. We request your immediate
Answer and are &c. &c. H. L. & H.

"N. B. B. 8 Nov^r. 1822"

To which a long Letter was received
in reply, stating that if considered
responsible for the Amount, he
(M^r. Gunning) was willing to
surrender himself to Prison, not
having the means of raising £50.

The Solicitors have since
received the following Letter vizt.

Gentlemen

th
Daventry 29th March 1823.

Gentlemen,

In expectation for the last 3
months of a Summons to Town upon some
private Business of my own, I have
hitherto deferred writing to you on the
Subject of David James Edwards Forgery
on the Bank, as however the time
of my Journey to London is still uncertain
and as I have this morning received
a Second Letter from M^r. Tho^s Edwards
on behalf of his Daughter, the Widow
of the late David James Edwards, stating
the extreme Distress she & her Family
are labouring under for want of the
Dividend to which she is entitled
under her Settlement, I have to
request the favour of you to inform
me whether any & what further
information is required by the Governor
and Bank Directors previously to a
Reinvestment of this Trust money.

I remain

Gentlemen,

Your most obed^t servant

L^d M^r. Harrison.

The foregoing case having been
fully considered, the following Resolution
was agreed upon,

That the Committee are
of opinion, that any Suit which may be
commenced against the Bank for the
replacing

David James
Edwards' case
continued

MS.
The whole of the Papers
relating to this case
were sent to Mr. Haye
by the order of the
Chairman, who
also requested Mr.
Haye to communicate
to the Governor the
opinion of the
Committee

The Committee's
opinion thereon

replacing the Stock, should be defended.

Depositions
against W^m
Johnson,

not to be
prosecuted

The Depositions against W^m
Johnson apprehended for attempting
to utter a Forged Note for £10.
at Macclesfield, having been read

Ordered,

That the said William
Johnson be not prosecuted.

Investigators
Disbursements
£16.4.0

for March 1823.

The following Accounts of
Disbursements for the month of
March last of the Investigators
amounting to £16.4.0 were
recommended to the Governor for
Payment, viz^t

John Lees' Disbursements £6.3.6
Extra attendance 14 Days. 7.7.7
£13.10.6

Charles Christmas' Dist^t £1.2.—
Extra attendance 3 Days. 1.11.6
£2.13.6

At a Court of Directors at the Bank,
On Thursday the 10th April 1823.

The following Gentlemen were appointed
on the Committee for Law Suits, for the
purpose of ordering what prosecutions
shall be commenced, and giving such
Directions for the management of them
and the retaining of Counsel and
preferring Indictments as they may
judge expedient; and also to consider
the state of the unpaid Bills and
Notes, agreeably to the Recommendation
of the Committee and approved by
the Court the 24th March 1808.

W^c Campbell. W^c Pattison.
W^c Palmer. W^c Hibbert.

Committee for Law Suits,
Wednesday 16 April 1823.

Present

W^c Campbell. W^c Pattison
W^c Palmer. W^c Hibbert.

The proceedings of the last
Committee were read —

A letter was read from John
S. Brooking stating that W^c Harkness
has been making every effort to
procure satisfactory security for
Payment

In S. Brooking
in behalf of
Jas Harkness

Payment of the Bill due to the Bank by the Instalments proposed, but has not been able to succeed, as his Embarrassments though temporary make his Friends very scrupulous of lending him their Names, but that he will execute a Warrant of Attorney for securing the Money if the Bank should be disposed to favor him with the time required.

Ordered,

That M^r Kaye be directed to take a Warrant of Attorney payable by the Instalments mentioned in the Minute of the 26th March last.

A Letter was read from J. Browning in which he states his anxiety that some Arrangement should be made with the Bank & those Gents who hold unpaid Bills on which his Name has been endorsed, but that as no part of the Money raised by these Bills has ever passed thro his hands or Benefitted him, he has it not in his power to pay them

them, he states that he has been long
 out of Trade living upon very slender
 means arising out of the Cultivation
 of his Farm in Shropshire, and altho the
 Land is nominally his own, that in
 fact he is worse off than a Rack Rent
 Tenant as the Interest he has to pay
 on the Mortgage is more than the
 Farm would at this time let for.
 He considers there is a property in
 the Equity of Redemption, as the Estate
 cost him £21,000 and is only mortgaged
 for £12,000 but if forced into the
 market during the present depressed
 state of Agricultural property, there
 is no chance that it would produce
 a Surplus sufficient to extricate
 him from the Difficulties which
 his Sons have brought upon him. -
 His only personal Property is his
 Household Furniture of small value
 & a little Farming Stock, which if sold
 would produce but little, and his
 Bread depends upon it. - He has
 no Creditors but the holders of the Paper
 for which his Sons have made him
 liable, and is very sanguine that
 after Two years during which the
 Dividends receivable under the
 Insolvent's Estates will in all probability
 have been realised, the value of Land &
 Property

Property will be so far improved as to enable him to raise Money on his Estate to pay the Deficiency which may then remain: — That he holds a Bill on Joshua Rowe of Torpoint payable in December 1824 which he is ready to deposit in the hands of the Directors in Trust to secure the Billholders who claim under his endorsement. That he has made no Arrangement with any one & shall shortly be in London when he intends to consult his Friends and make a proposal to those Agents who hold his liabilities, and as these are in few hands he trusts something may be decided on which will prove satisfactory and set his mind at ease. —

Ordered,

That Mr. Kaye be directed to write to Mr. Browning and allow him three weeks time to come to Town and make the Arrangement proposed in his Letter.

Mr. Cox laid before the Committee an Application from
Messrs

Chalmers &
Guthrie's demand
for Premium
of Insurance
on 32 Pipes of
Wine consigned
by Gordon Duff
Inglis & Co
to John Sparkes Cox

Messrs Chalmers and Guthrie Brokers No.
9 Idol Lane requesting the Payment of
£51. 9. 8 being the amount of the
Premium of Insurance &c. on 32 Pipes of
Wine consigned by Messrs Gordon Duff
Inglis & Co to John Sparkes Cox on
behalf of the Bank.

Resolved,

That it be recommended to
the Governor to order the sum of Fifty
One pounds 9/8 to be paid to John
Sparkes Cox to defray the demand of
Messrs Chalmers & Guthrie on the
account above stated.

£51. 9. 8 recommended
to be paid to John
Sparkes Cox for the
above demand

W. Cox also laid before the Committee
the following Applications, vizt.

Jarnes Lee

Jarnes Lee, warehouseman, King
St. states his inability to pay the
Balance of his composition amounting
to £238. 15/- immediately - but requests
the Bank will receive a Bill on O. A.
Compton for £200 due the 27th Sep^r next
and the remainder in cash.

Resolved,

That the same be acceded
to.

Wm Webb

Wm Webb, wine Merchant
Salisbury St. Strand, having paid £300. 12/-
in part of his acceptance for £418. 12/-
requests the indulgence of 4 months
for

for payment of the Balance. —

Resolved,

That the same be acceded
to —

^{Ord}
23. April 1823.

Present

Mr Campbell. Mr Prattison
Mr Palmer. Mr Hibbert.

The Proceedings of the last
Committee were read —

Mr Kaye reported to the
Committee the purchase of Two
a Communication Forged Notes by one William
respecting the Dudley (apprehended for Horse
purchase of Stealing) of William Totman and
Two Forged notes. Charles Totman —

Resolved

That the Evidence not
being satisfactory, the Bank decline
The Bank decline to interfere, interfering in the above case.
therein.

Mr Lawrence acquainted the
Committee that John Batt Noble
of the House of Page and Noble
Merchants, Porto, Drawers of a
Bill

Page Noble.

Bill for £53. 2. 6 has transmitted to the Governor a bill for £163. 5. 8 upon Charles. Page due the 21st June next.

Ordered,

That the same be received on account. —

N.B. The Bill delivered to W. Lawrence

30th April 1823.

Present

W. Campbell

W. Hibbert

W. Palmer

W. Patterson.

The proceedings of the last Committee were read. —

Read a letter from Robert Barrett dated White Cross Street Prison communicating that a third Div^d on his Estate is now paying at Mr. Bolton's 25 Austin Friars — further stating that he is 69 years of age and is confined for a debt of £100 which he could discharge with £25 could he raise that sum; and that having had an account with the Bank about 40 years ago, he requests their kind assistance on the occasion. —

Rob. Barrett's communication of a dividend on his Estate, soliciting pecuniary assist.

The

The Committee were informed that Mr. Barrett's debt in 1794 amounted to £341. 3/- on which has been received 166. 5. 11 and that the Dividend now advertised is final & is $6\frac{1}{2}$ in the £. -

R^t. Barrett's application refused. -
✓

The Committee declined complying therewith - but Mr. Cox was desired to see Barrett & to report to the Governor thereon.

Committee for Lawfacts
14th May 1823.

Present

Mr. Campbell

Mr. Palmer

Mr. Pattison.

The proceedings of the last Committee were read. -

Abstract of Messrs. Winter, Kaye & Co. Bill to 31st March 1823 ✓

The Secretary laid before the Committee the following abstract of the charges contained in Messrs. Winter, Kaye, Freshfield & Kaye's Bill from Trinity Vacation 1822 to the 31st March last viz^t:

No of Suits	Contents	Charges for Business	Ditto for attendance	The money advanced	178 Total
54	Chancery	£ 142. 2. 10	£ 101. 5. 0	£ 241. 19. 0	£ 485. 6. 10
134	Exchequer	58. 19. 2	117. 8. 4	149. 12. 0	325. 19. 6
4	Common Law	22. 11. 7	7. 5. 8	15. 11. 10	45. 9. 1
6	Criminal Prosecutions	319. 3. 10	209. 4. 6	998. 11. 6	1526. 19. 10
	Proceedings on the 45 years Ann. Bill	5. 17. 4	9. 3. 0	5. 0. 0	15. 5. 4
	General Business	156. 8. 2	140. 9. 0	33. 2. 11	330. 0. 1
		£ 705. 2. 11	584. 15. 6	1439. 2. 3	2729. 0. 8
	Six Months Allowance for a clerk to conduct the Registry of Wills &c.				210. 0. 0
					£ 2939. 0. 8
	Deduct money received by Mr. Kaye				177. 15. 2
	Balance due to the Solicitors				£ 2761. 5. 6

The Committee on investigating
the charges contained in the said
Bill determined on the following

Report on Messrs. Report viz:

Winter Kaye

16th Bill to
21st March 1823

£ 2939. 0. 8

"The Committee for Law Suits
"Report to the Court of Directors
"That having examined Messrs.
"Winter, Kaye, Freshfield, & Kaye's Bill
"for law charges from Trinity Vacation

1822

1822 to the 31st March last amounting
to £2939. -- 8 they find it is
composed of the following par-
ticulars viz:

Report
continued

Expenses attendant on 54 suits in Chancery	£485. 6. 10
Ditto on 134 Suits in the Court of Exchequer	} 325. 19. 6
Ditto on 4 Suits in the Court of Kings Bench	} 45. 9. 1
Ditto attendant on 6 Criminal Prosecutions	} 1526. 19. 10
Ditto on the proceedings on the 45 years Annuity Bill	} 15. 5. 4
General Business	330. -- 1
Six Months Allowance for a Clerk to conduct the Registry of Wills &c.	210. --
Total	£2939. -- 8
Deduct Money received by the Solicitors for Costs &c.	177. 15. 2
Balance due to the Solicitors &c.	<u>2761. 5. 6</u>

In analyzing the said Total of
£2939. -- 8, The Committee have to
observe as follows viz:

The

In future Bills
Mr Patterson suggested
that this item
might be enlarged
by adding "Hamp-
stead Counsel"
&c.

The Charge for drawing Indictments
to other Business amounts to £ 705. 2. 11
For Personal Attendance 584. 15. 6
+ For Money advanced 1439. 2. 3
Six months Allowance to the
Clerk for conducting the }
Registry of Wills &c. } 210.
£ 2939. 8

In the Six Criminal prosecutions
before mentioned, 4 Persons were
capitally convicted, 1 Pleaded guilty
and 1 was acquitted. —

Report
continued

A Sum of £150 / not included
in the abov. Bill / has been paid to
Mr Kaye to distribute amongst
sundry Persons as Rewards for
their Services in detecting and
apprehending the Prisoners convicted.

The Committee recommend
to the Court of Directors to order the
Sum of £2761. 5. 6 to be paid to Messrs.
Winter, Kaye, Freshfield & Kaye, being
the Balance of their present Bill
for Law Charges to 31st March last.

Bank 14th May 1823

J. Horsley Palmer
pro Chairman.

The

Rob^t. Barrett's
application
refused. -
✓

The Committee declined to
comply with Robert Barrett's appli-
cation for pecuniary assistance, as
read at the last meeting.

A Letter was read from John
Browning Sen^r. inclosing a Statement
of his affairs & of the loss he is
likely to sustain from having
guaranteed sundry Bills drawn
Letter from by his Son John & Angelo Browning.
J. Browning Sen^r. shewing in whose Hands the said
Bills remain, what Dividends are
expected thereon and the Difference
to be made good by him after such
Dividends are paid. From all
which it would appear that the
Difference would not amount to
more than £902. 18. 10. should the
Dividends computed be ultimately
paid. - As a set off against this
Sum, Mr Browning states that
he has an equitable claim on
J. W. Bozon of Brunswick Square
for a Balance of Bills in his hands
amounting to £862. 15. 1 and a
Bill 2 years after Date on Joshua
Rowe for £10,000. - Mr Browning's
request therefore is, that the overdue
Bills

Bills bearing his Indorsement should be held and the Dividends received thereon and when the Securities are realized which he expects will not be in less time than 2 years, the Deficiency shall be made good / if not practicable by any other means / by the Sale of his Freehold Estate near Ludlow and in the mean time he proposes that his said Estate with the Surplus Bills in the hands of Messrs. Ward, Brown & Co. of Marlboro shall be held in Trust for the Benefit of all parties concerned.

Resolved,

That Mr Browning's Estate and all his other property be assigned to Trustees in Trust. if the Bills are not paid by or before the 1st May 1825 to proceed to an immediate Sale. and after Payment of the Mortgage and expenses to apply the Surplus in payment of the Bill holders pro Rata. and Mr. Kaye was directed to give Mr Browning a Fortnight to come to Town to make the necessary arrangements.

On the application of Mr. Cox it was Ordered,

That

Joseph Hibbert
Jr.

That M^r Hays be directed to
write to Joseph Hibbert J^r. Wine
Merchant, Hyllord's Court Crutched
Friars for payment of a Bill
discounted by him amounting to
£163.11. accepted by John Ferber
Esq. drawn by J^r H. W. Wilton. —

th
30 May 1823.

Present

M^r Campbell.

application
from Ann
Layslaw & others
for Relief

Petition was read from
Ann Layslaw, Eliza Webb, Elizabeth
Trindle and Ann Plummer, convicts
on Board the Ship, Mary, off
Woolwich, praying that the same
Donation may be made to each, as
Layslaw & others had been given to other Persons
in their unfortunate Situation.

From the Solicitor's statement
attached to the said Petition it appears
that only the first named Person
had been prosecuted by the Bank, viz.
Ann Layslaw otherwise Wardle
who was convicted at the Summer
Assizes in 1822 of uttering forged
Bank

Bank notes for £5 each in £50.

Ordered,

McKays to remit
£5 to Ann
Layshaw alias
Wardle.

That McKays be authorised
to remit five pounds to the said
Ann Layshaw otherwise Wardle.

The following account of the
Disbursements &c. of John Lees for
the month of April last was
recommended to the Governor for
payment vizt.

In Lees'
Disbursements
for April. -
£5. 19. -

Disbursements. £3. 17. -
Extra Attendance 4 Days. 2. 2. -
£5. 19. -

4th June 1823

Present

W^m Campbell

W^m Pattison.

The proceedings of the two last
Committees were read. -

A letter was read from
James Bowling in answer to one
from the Solicitors, requesting
the Indulgence of 21 Days to pay
his Monthly Instalment of £100.

James
Bowling,
request of 21 Days
Indulgence,

Resolved,

complied with

That W^m Bowling's Request
be complied with. -

A

Depositions against
W. B. Wallis &
Chas. Smith, read

A Deposition was read against
William Basil Wallis & Charles
Smith, apprehended in London
for uttering one forged £10
Note,

Resolved,

not to be
prosecuted.

That the Bank decline
prosecuting the said persons.

W. Kays delivered a Draft
for £1817 for Sums received on
account of the Over due Discounted
Bills unpaid.

W. Kays delivered
a Draft for
£1817 rec'd on
acc^t of the over
due Bills &c.

Ordered,

delivered to
Mr. Fox -

That the said Draft
be delivered to Mr. Fox to credit
the respective accounts for
the Sums received thereon.

Mr. Fox laid before the
Committee the following appli-
cations vizt.,

Dodgson & Harris Warehousemen
Cheapside, Discounters of 4 Bills
amounting to £1187.14.6 propose
an Assignment of their Effects in
Trust to Mess^{rs} Thomas Helps of
Cheapside, John Masterman, Banker,
John Ray S^r. Paul's Church Yard &
Henry

Henry Monteith of Glasgow - and having stated to the Creditors that Messrs Robt Harris Junr, J. O. Harris and John Masterman had claims upon the Estate to the amount of £4100 & would forego their demands until the other Creditors had received 15% in the £ - the proposition was acceded to and request the concurrence of the Bank.

Ordered

referred to
Mr Kaye.

That the Deed be referred to Mr Kaye, who will peruse & report upon the same.

Jas Wilkinson
offers a
composition

James Wilkinson Timber Merchant, Old Street Road, acceptor of 2 Bills amounting to £465.12.7, requests the Bank to accept a composition of 6% of £ payable at 6.9. & 14 months to be secured by Mr Albert Jones of Rosemary Lane, his other creditors having accepted the same terms.

acceded to

Resolved, That the same be acceded to with the usual consents.

Fowler, White & Fowler, Bankrupts, Discounters of Bills amounting to £5700. The Creditors, having agreed to

Application
to allow one of
the assignees of
Fowler & White &
Fowler, one
halfpenny in
the £ on the
amt. of Debt
proved.

acceded to

✓

to allow Mr. James one of the
Assignees, one halfpenny in the
pound upon the amount of their
respective proofs on account of
his great diligence and care
in the management of the Estate, he
requests the same allowance
from the Bank.

Resolved,

That the same be acceded to.

Ordered,

That Mr. Kaye be directed
to proceed against the following
Persons, viz:

In Black to
be proceeded
against

John Black, Merchant, of
Sligo, drawer of a Bill for
£491.5.8. and

Joseph Hibbert
Jr. ✓

Joseph Hibbert Jr. Mini Merch.
Hyford's Court, Crutched Friars,
discounted of a Bill for £163.11/-
accepted by John Ferber Esq. and
drawn by H. W. Wilton.

18 June 1823

Present

M^r CampbellM^r Hibbert

The proceedings of the last Committee were read —

Geo: Idle

Read a letter from W. Nicholson
Procuretor of Geo: Idle of Pinners Hall
inclosing two long letters from
the Agent at Lisbon, stating the
progress that is making in the
suit with M^r Idle's late Partner.

Lavie &
Oliveron
in the matter
of S^r Tho^s Bell

A Notice was read from miss^{es}
Lavie Oliveron of Frederick's place
Old Ivory addressed to M^r Charles
Haye and M^r John Sparkes Cox,
apprising them that the Equity of
Redemption of certain Freeholds and
Copyholds premises at Cranford
Middle conveyed to them upon
Trust for Sale for securing the
Sum of £1600 and Interest due
to the Bank from Sir Tho^s Bell,
have, together with the Surplus
Monies to arise from such Sale
been assigned to John Theophilus
Daubuz and Daniel Mildred.

M^r Haye to
write to Sir
Tho^s Bell

Ordered, That M^r Haye be directed
to write to Sir Thomas Bell that if he
is

is not prepared to pay the Debt due, he should proceed to the Sale of the Property mortgaged at Cranford

W. Kaye's Report
on Dodgson &
Harris' Trust
Deed.

✓

W. Kaye reported that he had perused the Draft of the proposed Trust Deed from Dodgson & Harris to Trustees for the benefit of their Creditors in which there are some provisions which he is of opinion it will not be advisable for the Bank to accede to, viz:

1st. Power is given for continuing the Trade in which Dodgson & Harris are engaged, this he submitted should be confined to the disposal of the Stock in hand, - and if any Goods are to be purchased to assist in disposing of the old Stock, the Amount should be limited.

2nd. There is a power given to the Trustees to make an allowance to Dodgson & Harris - this should be limited.

3rd. There is a power given to the Trustees to compound Debts at 12 $\frac{1}{2}$ in the pound. - This is objectionable as it will be encouraging Creditors to stand out to get an immediate composition of 12 $\frac{1}{2}$ the general Creditors

Creditors may probably not receive a dividend to nearly that amount.

4th Power is given to the Trustees to Bail Dodgson & Harris should they be sued by Creditors, and to indemnify the Bail out of the Trust Estate.

The Bank has uniformly refused to accede to any proposition of this kind as it is in effect pointing out the means by which an unfriendly Creditor may get paid in full.

5. A Release is stipulated for Dodgson & Harris upon paying 13/- in the £ but a power is given to the Trustees to give a Discharge sooner if they shall think fit. This has uniformly been refused, as the Bank will not delegate to any one their discretionary power to give a Discharge to a Debtor.

6th A Letter of Licence is given to Dodgson & Harris either until they shall have paid 13/- & become intitled to a Release, or until the Trustees shall put an end to the Licence. The Licence ought to be limited in point of time.

Subject to these objections & qualifications Mr. Haye was of opinion the Bank may with propriety accede to the proposed Arrangement upon having the consent of the other Parties on the Bills.

M^r Kaye to return
the Trust Deed &
require the
alterations
suggested by him

The said Report was approved
and M^r Kaye was directed to
return the Draft of the Deed and
require the alterations accordingly.

A letter was read from
Mess^{rs} Tindall & Newman of
Aylesbury, transmitting (by desire
of the Magistrates) a copy of an
information by Walter Stone of St^h
John Cambridge (now in Aylesbury
Goal on a charge of Burglary) for
uttering to him 2 Forged Notes
£10 each at Highworth Fair
in August last and stating
that a Detainer is lodged against
the said John Cambridge on this
charge, but that the Informant
is not bound over to prosecute.

Information
read against
Jⁿ Cambridge
for uttering 2
Forged notes

Resolved,

consideration
adjourned.

That the consideration
thereof be adjourned, for further
information from M^r Kaye.

M^r Fox laid before the Committee
the following Applications viz^t

W^m Godfree's
Trust Deed
William Godfree Esq^r Ware-
housmen, Noble Street, acceptors
of two Bills amounting to £478.13/-
propose an assignment of their
Effects in Trust to M^r W^m Thomas
& M^r James Kerslake Stabb of Friday
Street

Street, request the concurrence of the Bank, their other Creditors having agreed to the same.

Ordered,

Deed referred
to Mr. Kaye
✓

That the said Deed be referred to the Solicitor, who will report to the Committee thereon. —

Application
from S. H.
Woodward
for the Bank's
Signature
to his certificate
✓

Samuel Waterford Woodward of the late Firm of Hicks & Woodward Bankside, Timber Merchants, Bankrupts, acceptors of bills amounting to £6432. 9. 6 proved under their Commission and upon which a Dividend of 2/6 in the pound has been received — Requests the Signature of the Bank to his Certificate.

Resolved,

The Secretary
to sign the
same
✓

That the Secretary be directed to sign the said Certificate.

Present

19 June 1823.

Mr. Campbell

Mr. Palmer

Mr. Hibbert.

The proceedings of the last Committee were read. —

On reading the Depositions against Samuel William Miles

apprehended

apprehended in London for uttering
three forged notes £5 each.

Ordered,

Saml Wm Miles
to be prosecuted
✓

That the said Samuel
William Miles be prosecuted.

Mr Kaye's Report
on Wm Godfree's
Trust Deed
✓

Mr Kaye reported that he had
perused the Assignment from Mr
Godfree to Trustees in Trust for his
Creditors, which he found to contain
a Release to Mr Godfree in the
first Instance without any
stipulation for a Dividend being
previously made, and even if
no Dividend should ever be made.
This is in direct opposition to the
Rule observed by the Bank in
similar cases. — The Deed
also contains a Covenant from
the Creditors to indemnify the
Trustees. This is objectionable,
as it may subject the Creditors to
Liabilities which they cannot
foresee, and the Bank has
uniformly refused to enter into
Deeds containing clauses of this
kind. In other respects Mr Kaye
stated the Deed to be free from
objection. — The

The Committee approved thereof,
and Ordered.

McKaye to
return the Trust
Deed, & require
the Alterations
suggested by
him. —

That McKaye be directed
to return the said Draft and require
the Alterations suggested by him
accordingly. —

Committee for
Law Suits, 26 June 1823.

Present

Mr. Campbell

Mr. Palmer.

The proceedings of the last
Committee were read —

A Letter was read from Mr.
C. C. Tustin of New Bridge Street
stating the Difficulty there would
be in procuring the Signatures of
all the Creditors to a fresh Deed of
Trust from Messrs. Dodgson and
Harris with the Alterations as
proposed by McKaye, and requesting
that Messrs. Dodgson & Harris may
be permitted to pay in on account
only, any Dividends that may be
made under the said Trust Deed,
and

C. C. Tustin
on the part
of Dodgson &
Harris. —

and that the Bank will forbear
to take any legal proceedings against
them.

Ordered,

Payments to be
directed on account
from Dodgson &
Harris

That Mr. Cox be directed
to receive any Dividends that may
be made as payments on account,
upon Messrs. Dodgson & Harris producing
the consents of the other Parties
on the Bills. —

An application was read
from Messrs. Thomas Newton & Son
Timber Merchants, Paul Street

Thos. Newton
Hou request
the Bank to receive
a Bill in lieu
of one given
by them &
unpaid.

Finsbury, requesting the Bank will
accept of a Bill for £56. 6. 10 due
the 11. July next accepted by Albert
Jones, Timber Merchant Rosemary
Lane, and give up a collateral
Bill for £50 due yesterday unpaid,
accepted by Henry Cooke of Lynn,
given by them (Newton & Son) to the
Bank

Resolved,
acceded to.

That the same be acceded to.

2. July 1823.

Present

W^r Campbell.W^r Patterson.

The proceedings of the last Committee were read.

A letter was read from John Hartley for W^r Crowdy of Highworth relating to his exertions to procure information from Walter Stone who alledged that he had received Two Forged notes £10 each from a man of the name of John Cambridge at present in Aylesbury Goal on a charge of Burglary - stating that the said Walter Stone now asserts his pocket Book to have been stolen from him containing the said notes; - and requesting that for W^r Crowdy's trouble in this Business, £1 may be paid to W^r Slater 15 Hart Street Bloomsbury Square.

Letter from W^r Crowdy of Highworth relating to 2 Forged notes said to have been uttered by Jⁿ Cambridge Stone, who now asserts they have been stolen from him.

The Committee agreed that as the witness has lost the notes, no prosecution can take place.

The notes being lost no prosecution can take place.

A

a letter was
read from
S. W. Woodward
stating the
objection of the
Comrs to
Mr Best's signature
as not knowing
his authority

. A letter was read from Saml.
Waterford Woodward stating that
having applied to the Commissioners
for their certificate as to his
having conformed himself to
the Directions of the several Acts
of Parliament relating to Bankrupts
&c. they object thereto in consequence
of not knowing by what authority
Mr Best (The Secretary) signs on
behalf of the Bank - and therefore
Mr Woodward hopes the Bank
will signify the same in any
manner they may think proper.

Ordered,

Mr Kays to
answer the
same.

That Mr Kays be
directed to answer Mr Woodward's
Letter.

Mr Lawrence
reports Mr
Cox to be severely
indisposed,

Mr Lawrence stated to the
Committee that the 3rd meeting of
the Creditors of Inglis & Co of Mark
Lane is appointed for Tuesday next
the 8th Instant; and in consequence
of the uncertainty of Mr Cox's attendance
arising from severe indisposition,
Mr Lawrence wished to know whether
the Committee would be pleased to
recommend a power being given,
to enable him to prove, in case Mr
Cox should be on that Day absent

The Committee acceded thereto, and

Ordered,

That Mr. Kaye be directed to prepare a power of Attorney to enable ^{Wm Lawrence} William Lawrence to prove Debts on behalf of the Bank, to be submitted to the Court for the Seal to be affixed thereto on Thursday next. —

Sealed in Court
on 3 July 1823 &
given to Wm Lawrence

Present

th
9 July 1823.

Mr Campbell

Mr Palmer

Mr Pattison.

The proceedings of the last Committee were read —

application on behalf of L. W. Miles, An application was read from the Father of L. W. Miles, (convicted, for uttering Forged notes) praying the Bank's interference to save the Life of his Son on any conditions.

Ordered,

The Bank decline to interfere

That Mr. Kaye be directed to answer the Letter. The Bank declining to interfere.

On

Depositions against John Smith for uttering
 John Smith
 for uttering
 Forged notes,
 to be prosecuted

On reading the Depositions
 3 Forged notes £5 each in London,
 Ordered,
 That he be prosecuted.

Josiah Lowe
 of Dublin

M^r Lawrence stated that
 Josiah Lowe of Dublin, requests
 the Bank will accept of 12 Bills
 amounting to £345. 13. 7 in
 payment of his last Instalment
 Note due on Saturday last for
 £322. 16. 11.

Resolved,

That the same be acceded
 to, and the Bills to be sent to Ireland
 in Course - and the Instalment
 Bill to be retained with the
 consent of the Drawer.

N.B. the Bills were delivered
 to M^r Lawrence.

Present

- Mr. Campbell.
- Mr. Palmer.
- Mr. Pattison.

The proceedings of the last Committee were read.

The Chairman acquainted the Committee that Mr. Lawrence having shewn him a letter from Mr. J. M. Woodward which stated that Mr. Horace Twiss one of the Commissioners of Bankrupts on reading Mr. Kaye's letter demanded to see the written directions given to the Secretary authorizing him to sign Mr. Woodward's Certificate, he had desired Mr. Knight (The Secretary) to deliver to Mr. Lawrence an Extract from the Minutes of this Committee of the 18th Ult^o relating thereto.

The Committee for Bankrupts require the written authority to the Secretary for signing Mr. Woodward's Certificate & an Extract from these minutes furnished.

Further objections on the part of the said Committee from Mr. Woodward, acknowledging the Receipt of the Extract abovementioned, but stating that the Commissioners object unless the Act of Parliament be produced which empowers the Bank

Bank to authorize their Secretary
to sign certificates.

Resolved,

The Bank can
interfere no further
therein.

That the Bank can interfere
no further than it has done.

M^r. Lawrence acquainted
the committee that the 32 pipes
of Madeira wine consigned to the
the Madeira Wine Bank by M^{rs}. Gordon Duff, Inglis & Co.
consigned by Gordon
Duff & Co. announced for payment of a bill for £1372.19.7

drawn by them upon Andrew
Clark & Co. are arrived, and requested
directions relative to the same.

Ordered,

That the said Wine be
landed in the name of M^r. Cox,
who is to request M^r. Wild (the
Broker) to take Samples and report
their value &c. —

M^r. Wild to
take Samples &
Report their value
&c. —

18 July 1873

Present

Mr Campbell

Mr Palmer

Mr Pattison.

A Letter was read from Henry Hobhouse Esq, transmitting a copy of one addressed to Mr. Peel Secretary of State for the Home Department by Mr. J. R. Miles of Little Fitchfield Street, requesting his Influence with His Majesty to spare the Life of his Brother S. W. Miles now the Brother under Sentence of Death in Newgate of S. W. Miles for uttering forged notes, — and giving information as to the persons who supplied his Brother with the notes, whose names are "Price and Augustus Williams." He states they purchased them of a man called Black Harry, living a short distance from Town, where he does not know — but that all these persons are to be found at the Public House No. 288 in the Strand, kept by — Horeham.

Resolved, That the Letter agreed upon in answer to Mr. Hobhouse, be put on

Miss Kaye L.C.
Reply thereto

on these Minutes, viz:—

"Sir,

Messrs. Hays
16: Letter to
H. Hobhouse
Esq.

"We have to acknowledge the
"receipt of your letter of the 17th Inst:
"and the inclosure therein
"contained, which we have
"submitted to the Governors and
"Directors of the Bank, and they
"have directed us to inform you
"that in their opinion the
"information contained in the
"Letter of J. R. Miles has come
"too late to be rendered useful
"either to the public or the
"Bank. "We have the honor

to be Sir,

"Your most obt. Serv^{ts}

(signed) "Hays Freshfield & Hays"

New Bank Buildings

18 July 1823.

To H. Hobhouse Esq.
" H. H. H."



7 Aug. 1823

Present
 W. Campbell.
 W. Palmer.

The proceedings of the two last Committees were read -

Mr. Lawrence laid before the Committee the following applications viz:

From George Cowie of Great St. Helens Merchant, Discounted $\text{£}3022.14/11$ sundry Bills amounting to $\text{£}2747.12.7$ requests six months further Indulgence for the payment of the Balance amount to $\text{£}273.2.4$ due the ^{1st} Instant.

Geo. Cowie requests 6 months Indulgence, to pay his Balance.

acceded to.

Resolved

That the same be acceded to.

Alex^r Webber requests the sum of $\text{£}600$ rec'd on P. Thomson's Estate may be deducted from his Bill due next Dec^r.

acceded to.

Alexander Webber, York Street, Covent Garden, Wine Merchant, acceptor of a Bill for $\text{£}4000$ Discounted with P. Thomson Son - Requests the Bank will deduct the Dividend of $\frac{1}{2}\%$ in the £ received by the Bank from Thomson Son's Estate amounting to $\text{£}600$. from his ^{1st} Collateral Bill due the ^{1st} Dec^r 1823 instead of the one due the ^{1st} Dec^r 1824.

Resolved,

Resolved,

That the same be acceded to.

The following account of the
Disbursements &c. of John Lees
for the Month of June last, was
In Lees Disbursements recommended to the Governor for
June 1823 £9.15.6 Payment vizt.

Disbursements £5.1.0
Extra attendance 9 Days 4.14.6
£ 9.15.6

th
13th Aug: 1823.

Present

M^r Campbell.

The proceedings of the last
Committee were read

M^r Lawrence stated to the
Committee that Ralph John Austin
R. J. Austin of Abchurch Lane, Merchant,
request for the Bankrupt, acceptor of sundry Bills
Bank's Signature amounting to £482.1.7 upon whose
whis certificate Estate the Bank has proved £241.11
and upon which a Dividend of $\frac{1}{6}$
in the £ has been received, request
the

the Signature of the Bank to his Certificate.

Mr Lawrence was directed to enquire whether the Assignees have signed &c. and to desire Mr. Austin to obtain one out of the two Signatures wanting.

Mr Lawrence next reported that Messrs Wild & Sons have sent him Samples of the 32 pipes of Madeira together with their Report, "that the wine is of a general good Quality and worth £35 per pipe of the Madeira upon the Average, but in consequence of the Depressed State of the Market they would not advise its being put up to public Sale, as in that case they think not more than £25 of 110 Gallons, would be offered for it. they therefore recommend the wines being housed, and for them to use their best endeavours to obtain purchasers for small Quantities by private Sale."

Resolved, That the plan proposed by Messrs Wild for the Sale, be acceded to - and Mr Lawrence was directed to be disposed of by private Sale. —

to inform them thereof, and
to recommend Dispatch as much
as possible. —

Present 27 Aug: 1823
Mr. Campbell
Mr. Palmer
Mr. Pattison.

The proceedings of the last
Committee were read. —

The Committee proceeded
on the investigation of the accounts
of the Overdue Discounted Bills
and Notes unpaid, and determined
upon the following Report to the
Court of Directors thereon, viz:

Report on the
Overdue Discounted
Bills & Notes
unpaid.

"That having investigated the
Accounts of the Overdue Discounted
Bills and Notes unpaid, your
Committee have to make the
following Remarks thereon viz:

That the Balance of the
Outstanding Debt on the 31st July 1823
was £107,140. 7. 10.

That

That the Sum of £2266. 18. 6 has been received on the accounts of the Bankrupts or Insolvents, the Balances of which had from time to time been carried to the Debit of the account of Profit and Loss, which Sum has been placed to the Credit of that account in the General Ledger.

That the Balance on the 31st Jan: 1823 of the accounts accumulated between the 31st July 1817 and 31 Jan 1818 was £14197. 8. 9

Report
continued

Received since to the 31st July 1823. 4252. 1. 1
£ 9945. 7. 8

Brought from the accounts accumulated between the 31 May 1816 and 31 July 1816

The Balance thereon of

Balance remaining £ 9945. 8. 8

That the Balance on the 31st Jan 1823 of the accounts accumulated between the 31st Jan and 31st July 1818 was £19797. 10. 2
Received since to 31st July 1823. 901. 11. 6
Balance remaining £ 18895. 18. 8

That the Balance on the 31st Jan: 1823 of the accounts accumulated between the 31 July 1818 and 31 Jan 1819

1819 was £ 13934. 10. 3
 Received since to 31st July 1823 770. 15. 4
 Balance remaining £ 13163. 14. 11

That the Balance on the 31st
 Jan: 1823 of the accounts accumulated
 between the 31st Jan and 31st July 1819
 was £ 21536. 19. 11
 Received since to 31st July 1823. 1. 335. 3. 1

Report
 continued

Balance remaining 20. 201. 16. 10
 1/8 of which is recommended
 to be carried to the Debit
 of the Account of Profit
 & Loss being } 2. 525. 4. 7
 leaving the Balance £ 17. 676. 12. 3

That the Balance on the 31st
 Jan 1823 of the accounts accumulated
 between the 31st July 1819 and 31st Jan 1820
 was £ 529. 3. 8
 Received since to 31st July 1823 99. 18. 3
 Balance remaining 429. 5. 5

That the accounts accumulated
 between the 31st Jan 1820 and 31st July
 1820 were Balanced on the 31st July
 1821.

That

That the Balance on the 31 Jan 1823 of the accounts accumulated between the 31st July 1820 and 31st Jan 1821 was £ 5612. 14. 10

Received since to 31st July 1823 144. 4. 1

Balance remaining 5,468. 10. 9

1/5 of which is recommended to be carried to the Debit of the account of Profit & Loss being 1093. 14. 2

leaving the Balance £ 4374. 16. 7

Report
continued

That the Balance on the 31 Jan 1823 of the accounts accumulated between the 31st Jan and 31 July 1821 was £ 3266. 4. 8.

Received since to 31st July 1823 876. 15. -

Balance remaining 2389. 9. 8

That the Balance on the 31st Jan 1823 of the accounts accumulated between the 31st July 1821 and 31st Jan 1822 was £ 13,280. 16. 11

Received since to 31st July 1823 701. 2. 1

Balance remaining 12,579. 14. 10

1/5 of which is recommended to be carried to the Debit of the account of Profit & Loss being 2515. 19. -

leaving the Balance £ 10,063. 15. 10

That

That the Balance on the 31st Jan
1823 of the accounts accumulated
between the 31st Jan and 31st July 1822
was £9534. 8. 10

Received since to 31st July 1823 946. 3. 7

Balance remaining 8588. 5. 3

1/3 of which is recommended
to be carried to the Debit
of the account of Profit
& Loss being } 2862. 15. 1

leaving the Balance 5725. 10. 2

Report
continued
✓

That the Balance on the 31st
Jan: 1823 of the accounts accumulated
between the 31st July 1822 & 31st Jan 1823
was £14391. 4. 11

Received since to 31st July
1823 } 4427. 5. 9

Balance remaining 9963. 19. 2

That there are Seven new
accounts of Insolvents since the
31 Jan 1823 whose Debts amount
to £9128. 5. 3

On which has been received
to 31st July 1823 the sum of } 3614. 1. 7

leaving the Balance 5514. 3. 8

and your Committee recommend
to the Court of Directors, that the
same

same may remain as at present, the said accounts having so recently accumulated.

James Campbell, Chairman
Bank of England
27th Aug. 1823.

M^r Lawrence reported the following Applications viz:
Daniel Lloyd of Bankside, Timber Merchant, acceptor of a Bill for £514.17⁶ requests the Bank will receive payment at 3. 6. 9 or 12 Months to be computed from the 1st March 1823, his other creditors having agreed to the same.

D^r Lloyd

As the first 5^l in the pound has been received by the Bank on account.
Resolved,

That the same be acceded to.

Widow Purdy & Sons of Mark Lane Brokers acceptors of a Bill for £644.8⁶ request the Bank will receive a composition of 2^l in the £ to be paid within one month - the Majority of their creditors having agreed to the same.

Widow Purdy & Sons

Resolved,

Resolved,

That the Bank will receive the Dividend, but not sign the Release.

Davy Son &
Mends

Mess^{rs}. Davy, Son & Mends of N^o. 4 Gould Square Drug Merchants Discounters of a Bill for £644.8/- whose creditors having agreed to a general Assignment of their Effects to M^r. Saml. Hennell of St. Mary Axe, M^r. John Horner of Bucklersbury, and M^r. George Sheppers of America Square. as Trustees on behalf of themselves and the rest of the creditors, request the Concurrence of the Bank to the same arrangement.

Resolved,

That the same be acceded to.

Joseph Hibbert
J^r.

Joseph Hibbert J^r of Hyllord's Court Crutched Friars, Wine Merchant, Discounter of a Bill for £163.11/- drawn by M^r. H. Wilton upon John Ferber Esq^r, requests the Bank will receive a Composition of 10/- in the £. payable by 3 equal Instalments at 1. 6. 12 Months from the 5 Aug. 1823.

Resolved,

That the same be not acceded to.

Wm Webb

William Webb of Salisbury Street, Strand, Wine Merchant, having paid £300. 12. 9. in part of his acceptance for £418. 12. requests Indulgence ^{for 3 months} for payment of the Balance.

Resolved,

That the same be acceded to.

An Acc^t fur^d
from Thomson
Bonar & Co.

M^r Lawrence laid before the Committee an account current from Mess^{rs} Thomson Bonar & Co. of St. Petersburg with the Bank, the proceeds of which when received is to be applied to the credit of the account of Thomas Barnes & Co. of St. Petersburg.

Ordered,

That M^r Lawrence be directed to request Mess^{rs} Thomson Bonar & Co. to remit the same as in Cash.

4 Sept^r 1823.

Present

W^o CampbellW^o Palmer.

The proceedings of the last Committee were read.

A letter was read from Mess^{rs} Gatty, Haddan & Gatty, of Angel Court, Solicitors, on behalf of Henry Reimer, stating that with the exception of 3 or 4 creditors whose united debts Henry Reimer do not amount to £50, all his requesting his Release and accepted the composition of 2/6 in the £ - and that W^o Reimer therefore hopes the Bank will accept the same, and sign his Release without waiting for these few Creditors Signatures.

Ordered,

That the 2/6 in the £ - as proposed by W^o Reimer, be received.

The composition having the consent of the other Parties to be received, on the Bills, - but the Bank will not sign the Release.

A letter was read from W^o H. Burt of Providence Place Limehouse Binnacle

application from M^{rs} Burt for a Remuneration for her actual loss of £6 in having need a Forged £5 note - and also for her loss for a Remuneration of time in having (by the desire of M^{rs} Christmas) attended at the Police Offices on the examinations of Etches & Clift.

M^{rs} Freshfield reported that when M^{rs} Burt attended the examinations of the above named persons, she expressed her belief that neither was the Person who had defrauded her - and she actually pointed out a person in the Office, who was not charged at all. And that having paid away the £5 Forged Note, she had suffered herself to be sued for it in the Court of Requests, which accounted for her loss of £6.

Ordered,

That M^{rs} Freshfield be directed to pay M^{rs} Burt 40/- for her trouble in attending the examinations.

M^{rs} Freshfield
to pay her
40/- for
her trouble

The following Accounts of the Disbursements of the Investigator for the Month of July last, were recommended to the Governor for Payment.

Viz:

vict.

Investigators
Disbursements
July.

John Lees's Disbursements £2. 13.-
Extra attendance 6 Days 3. 3.-
£ 5. 16.-

Charles Christmas's
Disbursements } 7. 6
Extra attendance 1 Day 10. 6
£ 18.-

Mark Fossell's
application
for the Bank's
Signature to
his certificate

Mr. Lawrence acquainted the Committee, that Mark Fossell of the late Firm of Fossell, Cooper & Howard, Gunpowder Manufacturers, lower Tharnes Street, Bankrupts, Discounters of sundry Bills amounting to £4294. 5. 1, states, that in 1814 he was carrying on Business as a Gunpowder Manufacturer, when Henry Cooper proposed to become his Partner and to bring in a capital of £5000. That after this arrangement was agreed to, Henry Cooper represented the necessity of having a Discount account at the Bank, which through the medium of his Friends was allowed by the then Governor, in Henry Cooper's name only. Henry Cooper failing in his Engagements and being pressed to complete them in March 1816 informed him that the House must stop payment, as he Henry Cooper had been raising Money

Money upon Bills accepted by Persons of no Property whatever without the knowledge of the applicant, and that under these painful circumstances he trusts the Bank will be pleased to sign his Certificate.

consideration
postponed.

The Consideration thereof was postponed. —

Thos. Newton Son of Paul Street, Finsbury, Timber Merchant having paid £816. 11. 11 and I and A. Browning 95. 19. 2 making together £ 912. 11. 1 in part of Messrs. Newton & Browning's £1151. 11. 2 Discounted with John Brown Son, request the Bank to accept Six collateral Bills amounting to £206. 16. 10 and the Balance amounting to £32. 3. 3, in cash in Nov^r next. —

Resolved,

That the same be acceded to, first to have the consent of the other Parties on the Bills. —

