

**THE BANKER'S
COMMON-PLACE
BOOK**

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The Banker's Common-Place Book by Isaac Smith Homans

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ISAAC SMITH HOMANS

**THE BANKER'S
COMMON-PLACE
BOOK**

Horns, Isaac Smith.

THE
BANKER'S
COMMON-PLACE BOOK:

CONTAINING

- I.—A TREATISE ON BANKING. BY A. E. JOHNSON, ESQ., OF UTICA, N. Y.
II.—TEN MINUTES' ADVICE ON KEEPING A BANKER. BY J. W. GILBERT, ESQ.
III.—BYLES ON THE FOREIGN LAW OF BILLS OF EXCHANGE.
IV.—REMARKS ON BILLS OF EXCHANGE. BY JOHN RAMSAY M'GULLOCH, ESQ.
V.—FORMS OF BILLS OF EXCHANGE, IN EIGHT EUROPEAN LANGUAGES.
VI.—FORMS OF NOTICE OF PROTEST, WITH REMARKS.
VII.—SYNOPSIS OF THE BANK LAWS OF MASSACHUSETTS.
VIII.—DECISIONS ON BANKING. BY THE SUPREME JUDICIAL COURT OF MASSACHUSETTS.
IX.—SUGGESTIONS TO YOUNG CASHIERS ON THE DUTIES OF THEIR PROFESSION. PRIMA
ESSAY.
X.—ON THE DUTIES AND MISDOINGS OF BANK DIRECTORS. BY A. E. JOHNSON.
XI.—A NUMERATIC DICTIONARY; OR, AN ACCOUNT OF COINS OF ALL COUNTRIES.

"While a banker adheres with regularity to known forms of business and settled principles, Providence is a guarantee for his success; but when he deviates from these, Providence is almost equally a guarantee of disaster, both personal and official."

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P R E F A C E .

THE following treatise on Banking, written by, perhaps, the oldest practical banker in America, was published originally in the June number of the Bankers' Magazine, for 1849. It was extensively noticed by the daily press in many parts of our Union, and its information on the subject of banking was deemed so useful to every class of persons, that several of the papers in the State of New York recommended that a copy of the treatise should be placed in every school district library in the State. No doubt the procurement of bank loans would be facilitated by a knowledge that bank loans are not properly accorded as personal favors, or distributed by the caprice of bankers, (though such erroneous opinions are not uncommon,) but depend on principles which the treatise discloses, and which can be conformed to by persons who desire to become borrowers.

The Bankers' Magazine, of London, quoted largely from the work, and with much commendation; and bankers everywhere who have seen it seem to unite in its praise. The first edition is now out of print, except as it exists in the third volume of the Bankers' Magazine, bound up with the other matter of the volume, and some copies of which are still for sale by the editor and at several of his agencies in different cities. But as inquiries for the treatise are numerous, from different places, and an order for a copy of the work has just been received from Paris, the editor has republished it, carefully revised by the author, and accompanied it with several other articles from other sources; but making, in the whole, a volume that cannot fail of being useful to bankers, and to readers of every kind who desire a knowledge of what has heretofore been deemed the occult science of Banking.

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CONTENTS.

I. A TREATISE ON BANKING, THE DUTIES OF A BANKER, AND HIS PERSONAL REQUISITES THEREFOR. By A. B. JOHNSON, Esq., President of the Ontario Branch Bank, Utica; Author of "A Treatise on Language, or the Relation which Words bear to Things," "Religion in its Relation to the Present Life," etc.

PART FIRST.—THE BANK.

	Page
I. Of Discount or Interest	7
II. Difference among Banks as to the Allowable Rate of Interest	7
III. The Profits to a Bank from its Bank Notes and Deposits	8
IV. Bank Dividends	9
V. Benefits to the Public from the use of Bank Notes	9
VI. Relative Utility to the Public of the Safety Fund and Free Banks	10
VII. Loss to the Public from Insolvent Bank Notes	11
VIII. The Safety Fund System of New York	12
IX. Relative Lucrativeness to Bank Owners of the Safety Fund and Free Banks	12
X. Free Banking in New York	13
XI. Relative Effects on City and Country Capitalists of the Safety Fund and Free Bank Systems	14
XII. Relative Effects on City and Country Commerce of the Safety Fund and Free Bank Systems	14
XIII. Different Legal Privileges accorded to different Safety Fund Banks	15
XIV. Difference in the Productiveness of Different Magnitudes of Bank Capital	15
XV. The Currency	16
XVI. The Currency of the State is a sort of Measure of the Business of the State	16
XVII. The Business of the State is a sort of Guarantee to Banks for the Permanence of a given amount of Currency	17
XVIII. A Surplusage of Currency can never exist long	17
XIX. The Extinguishment of Bank Circulation and Deposits, and the Extinguishment of Debts due to Banks, preserve a pretty uniform equality	18
XX. Specie Payments. — Specie Suspensions	18, 19
XXI. Suspension of Specie Payments by a single Solvent Bank	19
XXII. Legal Tender	19
XXIII. Receivables and Treasury Notes	20
XXIV. A National Currency	20
XXV. Expansions of the Bank Note Currency	21
XXVI. The Spirit of Speculation is Contagious	22
XXVII. Expansion of Bank Deposits	22

CONTENTS.

v

	Page
XXVIII. Contraction of the Currency	22
XXIX. Periodical Contractions	23
XXX. Pressure Contraction	23
XXXI. Panic	24
XXXII. The Pressure in the Interior	24
XXXIII. The Pressure and Panic Terminate	25
XXXIV. The Sale of Exchange	25
XXXV. Collections within the State	26
XXXVI. Collections out of the State	26

PART SECOND. — THE BANKER.

I. The Objects of Banking	27
II. The Pecuniary Prosperity of his Bank should constitute the Pecuniary Object of the Banker	29
III. Specie Suspensions are never necessary to Banks	29
IV. The Interests of Debtors and Dealers should be subordinate to the Interests of the Bank	30
V. Security	30
VI. Moral Security	31
VII. Security founded on the Morality of the Debtor	31
VIII. Security founded on the Habits of a Debtor	31
IX. Security founded on the Nature of a Man's Business	31
X. Security founded on the Application of the Loan	32
XI. Security founded on the Character of the Paper that is to be Discounted	32
XII. Acceptances in advance of Consignments	32
XIII. Assimilated Notes and Acceptances	32
XIV. Kiting. — Dummies. — Void Notes and Drafts	32
XV. Of Gains	32
XVI. When to be Moderate	32
XVII. The kind of Paper that a Banker should prefer	32
XVIII. Selection of Loans founded on Incidental Circulation and Deposits	35
XIX. Selection of Loans founded on the Place of their Repayment	36
XX. Selection of Loans founded on the Sale of Exchange	37
XXI. Selection of Loans founded on the Commission for their Collection	37
XXII. Selection of Loans founded on the Time they are to endure	38
XXIII. Time Estimated with reference to the Prospective Wants of a Bank	38
XXIV. Time with reference to Panics and Pressures	39
XXV. A Banker should acquaint himself with the Pecuniary Circumstances of his Dealers	39
XXVI. A Banker should, as far as is practicable, know the Signatures of his Dealers	40
XXVII. A Banker should know the Residence of Endorsers	41
XXVIII. A Banker should know the Pecuniary Condition of his Bank	42
XXIX. Prospective Resources	42
XXX. Provision for the Future	42
XXXI. General Supervision	43
XXXII. Over-drafts	43
XXXIII. Enforcement of Payments	43
XXXIV. Adherence to Good Principles	44
XXXV. A Banker should beware of Persuasion, and of undue Pertinacity in Appli- cants	44

	Page
XXXVI. A Banker should beware of Speculators	44
XXXVII. A Banker should keep independent of his Debtors	45
XXXVIII. Economy	45

PART THIRD. — THE MAN.

I. He should be wary of Recommendations	47
II. He should be governed by his own Judgment	47
III. Final Remarks. — Contingent Expenses. — Dividends	48

II. TEN MINUTES' ADVICE ON KEEPING A BANKER. By J. W. GILBART, Esq.

CONTENTS OF PART SECOND.

BYLINES ON THE LAW OF BILLS OF EXCHANGE.

I. History of Bills of Exchange	50
II. Of Presentment for Acceptance	54
III. Of Presentment for Payment	57
IV. Of Payment	73
V. Of Protasting and Noting	79

J. R. McCULLOCH ON BILLS OF EXCHANGE.

I. Laws and Customs respecting Bills and Notes	83
II. Requisites of a Bill or Note	84
III. General Explanatory Notes and Usages	87
IV. Duties of Drawee	90
V. Duties of Payee or Holder. — Effect of Bankruptcy. — Accommodation Paper. — Cross Paper	90

FOREIGN BILLS OF EXCHANGE.

Forms of Bills of Exchange ordinarily used in the French, German, Dutch, Italian, Spanish, Portuguese, Swedish and Danish languages	93
---	----

NOTICE OF PROTEST.

Forms of Notice of Protest used in New York, Boston, Philadelphia, Richmond, Auburn, &c., with Remarks	96
--	----

BANK LAWS OF MASSACHUSETTS.

A Synopsis of the Existing Laws of the Commonwealth relating to, I. Banks. — II. Bank Notes. — III. Cashiers and other Officers. — IV. Directors. — V. Forgery. — VI. Interest. — VII. Promissory Notes. — VIII. Stockholders. — IX. Notaries Public. — X. Bank Commissioners. — XI. Miscellaneous. — XII. Decisions of the Supreme Judicial Court	101
--	-----

A TREATISE ON BANKING.

BY A. B. JOHNSON.

PART FIRST.—THE BANK.

Of Discount or Interest.—Banking consists, principally, in lending money at the legal rate of interest, and, sometimes, under. The loans are called discounts because the interest is paid in advance and deducted from the amount of the note. But if a bank were to deduct seven dollars from a hundred dollar note payable a year after date, the bank would receive seven dollars for a loan of only ninety-three dollars. To avoid such a result, which is, probably, an excess, beyond the legal rate of seven per cent. interest, the bank deducts from the note as much less than seven dollars, as will prevent any illegal excess of interest. The bank pays ninety-three dollars and forty-six cents for the note, because that sum, if placed on interest for a year, will become a hundred dollars; just the amount of the note. Formerly all the banks of our state would have deducted seven dollars from the note; and such a mode of computation has been adjudged in England to be legal, and has been twice thus adjudged by our Supreme Court. But several years ago, in a case before the Court of Errors, the then Chancellor stated, incidentally, that he deemed such a computation usurious. Since then, all the banks in the state, except some, or all, in the city of New York, have, from timidity or caution, adopted the modified calculation, as above exemplified, even when calculating interest on notes that are to mature in two or three months. If, however, the original mode of calculating is defensible at law, (some eminent lawyers insist it is defensible,) the legality ought to be established by adjudication or legislation, for the benefit of the banks who refrain from that mode of computing discount, and for the safety of such as hazard the computation.

Difference among Banks as to the Allowable Rate of Discount.—All the safety fund banks of our state are restricted, in the computation of interest, to six per cent. the year on notes and drafts that will become