

Held at Lausanneville, before the Hon. Justin
Nardin Sole Judge of the Lausanne Circuit Court
at April Term AD 1846.

Be it remembered that on the 21st day
of March AD 1846 Aaron Shaw attorney for the
President directors and Company of the Bank of
Illinois, filed in the Clerk's office of the Circuit
Court in and for said County of Lausanne. The
following affidavit, which is in the following letters
and figures to wit:

State of Illinois Lausanne County In
April Term of the Circuit Court for said County in
the year AD 1846.

Personally appeared before me Aaron
Shaw attorney for the President Directors and Company
of the Bank of Illinois and on oath says that said
President Directors and Company of the Bank of
Illinois are about to commence an action of trespass
on the case on promises in the April Term of the Court
aforesaid, against Joshua P Cooper Moses Carr.

Thomas B Carr and Abner Stark, that the cause of
action upon which this action is about to be brought
arose in this County that the said defendants reside
as this deponent believes in Clark County Illinois.

20 March 1846.

Aaron Shaw atty.
for Plffs.

Sworn & subscribed before me the 21st day of March 1846
E. J. Ryan Ck

upon which the following writ was issued. To wit:

State of Illinois Lausanne County, ss

The people of the State of Illinois, to The Sheriff of
Clark County Greeting— We command you to Summon
Joshua P Cooper Moses Carr, Abner Stark and Thomas
B Carr, if they can be found in your County, to be and
appear before the Judge of our Circuit Court to be holden

at Lawrenceville, within and for the County of Lawrence
on the first day of the April Term next, to answer unto the
President Directors and Company of the Bank of Illinois
in an action of Trespas on the Case on Promises to
the damage of the said Plaintiffs in the sum of seven
hundred dollars as they say, and of this mit make
legal service and due return at the time and place
aforesaid.

E. J. B.
Esq.

Witness the Clerk of our said
Court at Lawrenceville this 31st day of
March 1840. E. J. Ryan Clerk

That afterwards to wit on the 31th day of March
AD 1840. The said President Directors and Company by
Aaron Shaw their attorney filed the following
Declaration against Joshua Plooper Maser Carr
Thomas B Carr and Abner Stark & which is in the words
& figures following to wit,

State of Illinois Lawrence County April
April Term of the Circuit Court for Lawrence County
AD 1840. — The President directors and Company
of the Bank of Illinois, Plaintiffs Complain of Joshua
Plooper, Maser Carr, Thomas B Carr and Abner Stark
defendants being in Custody &c of a plea of Trespas
on the Case upon Promises, and thereupon the said
Plaintiffs by Aaron Shaw their Attorney Complain, for
that Whereas the said Defendants heretofore to wit on the
twentieth day of July in the year of our Lord one thousand
eight hundred and thirty nine at the County & State aforesaid
made their certain promissory note in writing bearing
date the day and year aforesaid, and thereby then
and there promised to pay to said Plaintiffs at their
Branch Bank in Lawrenceville seven months after the
date thereof the sum of five hundred and forty dollars
for value received with interest from due until paid

at the rate of eight per cent per annum, and then and
then delivered the said promissory note to the said
Plaintiffs, and the said Plaintiffs in fact say that
afterwards, and when the said note became due and
payable according to the tenor and effect thereof to
wit on the twenty fifth day of February in the year
of our Lord one thousand eight hundred and forty
at the said Branch Bank at Laurensville aforesaid
at the County & State aforesaid, the said promissory note
was duly presented and shown for payment thereof
and payment of the said sum of money therein
specified, was then and there duly required according
to the tenor and effect of the said promissory note, but
that neither the said defendants, nor any person or
persons on behalf of the said defendants did or would
at the said time when the said promissory note was
so presented and shown for payment thereof as
aforesaid or at any time before or afterwards, pay the
said sum of money therein specified or any part
thereof but wholly neglected and refused so to do
of all which said several promises the said defendants
afterwards to wit on the day and year last aforesaid
had notice, at the Branch Bank aforesaid in the
County and State aforesaid, by means whereof, and
by force of the Statute in such case made and
provided, the said defendants then and there became
liable to pay to the said Plaintiffs the said sum of money
in the said promissory note specified, where they the
said defendants should be thereunto afterwards
requested, and being so ~~refused~~ they the said
defendants in consideration thereof afterwards to
wit, on the day and year last aforesaid at the Branch
Bank aforesaid at the County and State aforesaid
undertook, and then, and there faithfully promised
the said Plaintiffs to pay them the said sum of

Money in the said promissory note specified. When
they the said defendants should be thereto
afterwards requested, yet the said defendants at
Although often requested so to do have not as yet
nor would the same or any thereof, but refuse
to the same to the damage of the said plaintiffs of
Eleven hundred dollars and thereof they sue
Aron Shaw atty-
for Plffs.

"Copy of note."

\$500. 00 Branch Bank of Illinois at
Laurensville July 20th 1839.

Seven months after date for value received, we or either
of us promise to pay to the President Directors and Company
of the Bank of Illinois the sum of five hundred and
forty dollars with interest at the rate of eight per centum
per annum, from due until paid payable at their
Branch Bank in Laurensville.

"Signed"

Joshua P Cooper
Moses Carr
Thomas B Carr
Abner Stark

That afterwards to wit the Sheriff made the following
return on the aforesaid writ, which is in words & figures
following to wit " Served on Abner Stark on the 30th day
of March 1840, by reading the within summons in his hearing.
Served on Joshua P Cooper on the 31st day of March 1840,
by reading the within summons in his hearing, Served
on Moses Carr on the 2^d day of April 1840 by reading
the within process in his hearing and presence.

James Lockard Sheriff
of Clark County,

"Filed 18th Apr 1840"
Ed Ryan Clerk

That afterwards to wit on the 22^d day of April 1816,
this cause came on to be heard in the Circuit Court
aforesaid. and is in words and figures following
to wit

The President Directors and Company
of the Bank of Illinois

vs
Joshua P. Cooper } Attest
Moses Carr }
Abner Stark } B

At this day came the Plaintiffs
by their Counsel, and the defendants being solemnly
called, came not but made default. It is therefore
considered by the Court that the Plaintiffs recover of
the defendants their damages sustained by reason of
the nonperformance of the said defendants promises,
and that the Clerk compute those damages, and
the Clerk having computed ^{and reported} those damages to be
\$547.25 Cents, It is further considered and adjudged
that the Plaintiffs recover of the said defendants the
said sum of five hundred and forty seven dollars
and twenty five cents, together with their costs ~~about~~
therein and in this behalf expended, and thereof
have Execution &c.

State of Illinois } Sd.

Laurens County } B

I Ebenezer Gam Ryan Clerk
of the Circuit Court in and for the County of Laurens
and State aforesaid, do hereby Certify that the
 foregoing is a complete copy of the record and
papers on file in this office in the above entitled
cause,

In Testimony whereof I have



Hereto Subscribed my name
and affixed the Seal of said
Court at Laurensville this 10th
day of June A.D. 1840.

C. J. Ryan Ck

for full complete record 1900 words

At 15- per hundred \$ 2.85

Cost of Seal

1.50
\$ 3.35

Filed June 24. 1840

J. M. Duncan



Sup Court
Liquidation and Company
The Bank of Illinois
vs

Error to Lawrence

Joshua P. Cooper, Moses
Carr, Thomas A. Carr &
Abner Stark

The said plffs in Error

Come & say that in the Record & proceedings in this
case there is manifest in this to wit:

1st By the Record it appears that a summons was
issued to the Shff. of the County of Clark ~~from~~ by the
Clerk of the Circuit Court of Lawrence County & that
the same was served by said Sheriff ~~of~~ in the County
of Clark, but the declaration no where shews that
the Court to which the writ was made returnable
had jurisdiction of the cause of action.

2^d The instrument upon which suit is brought is
not properly described in the declaration.

for These & other errors apparent upon the record
& proceedings the said plffs pray that the said
judgment may be vacated set aside & for nothing
held &c.

Savis & Bowman
Atty's for Plffs in Error

Sup Court
J. P. Cooper et al
vs
Bank of Illinois
apt of Errors

Filed Jan 4. 1840
J. M. Duncan

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