

No. 13561

Supreme Court of Illinois

Reaper's Bank.

vs.

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ILLINOIS.
SUPREME COURT,
Third Grand Division.

No. 277.

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SUPREME COURT, STATE OF ILLINOIS,

THIRD GRAND DIVISION,

APRIL TERM, A. D. 1860.

The REAPER'S BANK, Appellants,

VS.

JAMES M. ADSIT et al., Appellees.

BRIEF AND POINTS,

BY

WALKER, VAN ARMAN & DEXTER,

COUNSEL FOR APPELLEES.

GALLUP & HITCHCOCK,

FOR APPELLANTS.

CHICAGO:

JAMESON & MORSE, PRINTERS, 14 LA SALLE STREET.

1860.

STATE OF ILLINOIS.

SUPREME COURT.

THE REAPER'S BANK, }
vs. } April Term, A. D. 1860, at Ottawa.
JAMES M. ADSIT, ET AL. }

POINTS MADE AND AUTHORITIES CITED BY COUNSEL FOR APPELLEES.

The record shows that the Appellant, in April, 1859, was duly organized and became a body corporate and politic, under the general banking law of the State of Illinois.

That its office is located in the Town of Fairfield, in the County of Wayne and State of Illinois.

That Augustus H. Burley was on the 12th of October, 1859, its President and Acting Teller, at its said banking office.

That on the said 12th of October, 1859, the Appellees, Willard and Adsit, were the owners and holders of a package of \$500 of the circulating notes of the appellant Bank, and at ten o'clock A. M. of that day, through their agent, Charles A. Beecher, a Notary Public, residing at Fairfield, presented the same, at the counter of the Appellant, to the President and Acting Teller thereof, for redemption in the legal coin of the United States.

That upon such presentation and demand of redemption, the said President offered to receive of the said Beecher one of the bills contained in said package, and to redeem it in the gold coin of the United States; and after he had redeemed that, he stated he would then receive another of said bills and redeem it, and also stated that he would thus continue to receive and redeem the bills contained in said package, one by one, till the whole was redeemed; but refused to receive said package and redeem it as a whole, or to receive, treat, or redeem said bills as though they were a single obligation of that amount.

That the circulating notes so presented and refused redemption were protested, and the same, together with the Notary's certificates of protest, were filed with the Auditor.

That the Auditor had given the bank notice to redeem the protested bills, &c., and was about to sell the stocks deposited with him, and prays a perpetual injunction to restrain him.

The cause was heard in the Court below, upon bill and answer and stipulation, and the Court refused to make the preliminary injunction granted them, perpetual, and substantially denied the prayer of the bill.

In this, it is alleged, the Court erred.

Whether there is error in this record or not, depends upon the question as to whether the Appellant was bound to redeem the package of protested notes, or whether it may insist upon receiving and redeeming each bill separately.

The determination of this question involves two inquiries. The one relates to the constitutionality of the Amendment of 1857 to the general banking law of the State; and the other to the construction of the act.

I.—Is the Act approved February 14, 1857, to amend the general banking law of the State constitutional?

1st. All legislative power is vested by the constitution in the General Assembly, and none is reserved to the people.

2d. The legislature, therefore, under the constitution, had power to enact the Amendment of February 14, 1857.

3d. The only inquiry is, has that Amendment taken effect, or is it in any manner in force.

4th. It has taken effect as any other act would, unless it falls within the constitutional restraint upon the power of the legislature, *not in reference to the enactment of laws*, but as to a law passed by them taking effect and becoming operative.

5th. This restriction, in reference to laws taking effect, is limited to acts "*authorizing corporations and associations with banking powers.*" This class of acts must be submitted to the people for approval before they take effect.

Session Laws of 1857, page 24.

All other acts, and acts relating to all other subjects, take effect without submission to the people.

Special bank charters may and do take effect without submission.

Acts relating to the powers, privileges, franchises, duties and liabilities of banks, and to the mode in which they may exercise their powers, take effect in the usual way.

6th. But the Amendment of February 4th, 1857, is in no manner an act "authorizing corporations and associations, with banking powers," and therefore requires no submission to the people to give it effect.

Bank of the Republic vs. County of Hamilton, 21 Ills. 53.

7th. It is not a general law "*creating*" banking corporations or associations. It neither creates nor authorises the creation of anything.

It simply regulates the mode in which banks, under the general law, shall exercise their franchises.

Again: The restriction upon the power of the Legislature found in the Constitution, required that the General Banking Law of 1851 should be submitted to the people and be approved before it should go into effect. This was accordingly done by the vote of the people, and became operative; and we say,

1st. When this law received the approval of the people, the constitutional restriction was satisfied, and thenceforth became a dead letter so far as the law of 1851 is concerned.

It follows, therefore, that the law of '51 stood like any other law upon the statute book, and not otherwise.

It might, then, be altered, amended or repealed, like any other law, by the Legislature.

2d. Public policy, safety and convenience require that this construction be placed upon the restriction clause in the Constitution.

3d. The plain letter and language of the Constitution, and the well known rules which govern in construing statutes, show this view to be correct.

4th. This precise question came before the Supreme Court of Michigan, in the case of *Green vs. Graves*, (1 *Doug. Mich. R.* 370,) where a similar provision in the Constitution of that State, and relating to the General Banking Law of 1837, received a judicial construction, and the Court say in substance, "That to pass an act is one thing, to alter *or amend* an act of incorporation is another and different thing," and hold, that while it required a two-thirds vote to pass an act of incorporation, a mere majority was sufficient to alter or amend it.

For these reasons, we conclude the amendment of February 14th, 1857, is Constitutional, and requires no submission to the people.

II.—As to the construction of this amendment but little need be said. The only inquiry is as to whether the proviso relates to the mode of protest, or to the obligations of the bank and the manner in which it shall redeem its notes. That it relates to the

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Brief

Filed Apr 19 1860

L. Selman
Clerk

SUPREME COURT, STATE OF ILLINOIS,

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The REAPER'S BANK, Appellants,

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POINTS MADE AND AUTHORITIES CITED BY COUNSEL FOR APPELLEES.

The record shows that the Appellant, in April, 1859, was duly organized and became a body corporate and politic, under the general banking law of the State of Illinois.

That its office is located in the Town of Fairfield, in the County of Wayne and State of Illinois.

That Augustus H. Burley was on the 12th of October, 1859, its President and Acting Teller, at its said banking office.

That on the said 12th of October, 1859, the Appellees, Willard and Adsit, were the owners and holders of a package of \$500 of the circulating notes of the appellant Bank, and at ten o'clock A. M. of that day, through their agent, Charles A. Beecher, a Notary Public, residing at Fairfield, presented the same, at the counter of the Appellant, to the President and Acting Teller thereof, for redemption in the legal coin of the United States.

That upon such presentation and demand of redemption, the said President offered to receive of the said Beecher one of the bills contained in said package, and to redeem it in the gold coin of the United States; and after he had redeemed that, he stated he would then receive another of said bills and redeem it, and also stated that he would thus continue to receive and redeem the bills contained in said package, one by one, till the whole was redeemed; but refused to receive said package and redeem it as a whole, or to receive, treat, or redeem said bills as though they were a single obligation of that amount.

That the circulating notes so presented and refused redemption were protested, and the same, together with the Notary's certificates of protest, were filed with the Auditor.

That the Auditor had given the bank notice to redeem the protested bills, &c., and was about to sell the stocks deposited with him, and prays a perpetual injunction to restrain him.

The cause was heard in the Court below, upon bill and answer and stipulation, and the Court refused to make the preliminary injunction granted them, perpetual, and substantially denied the prayer of the bill.

In this, it is alleged, the Court erred.

Whether there is error in this record or not, depends upon the question as to whether the Appellant was bound to redeem the package of protested notes, or whether it may insist upon receiving and redeeming each bill separately.

The determination of this question involves two inquiries. The one relates to the constitutionality of the Amendment of 1857 to the general banking law of the State; and the other to the construction of the act.

I.—Is the Act approved February 14, 1857, to amend the general banking law of the State constitutional?

1st. All legislative power is vested by the constitution in the General Assembly, and none is reserved to the people.

2d. The legislature, therefore, under the constitution, had power to enact the Amendment of February 14, 1857.

3d. The only inquiry is, has that Amendment taken effect, or is it in any manner in force.

4th. It has taken effect as any other act would, unless it falls within the constitutional restraint upon the power of the legislature, *not in reference to the enactment of laws*, but as to a law passed by them taking effect and becoming operative.

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All other acts, and acts relating to all other subjects, take effect without submission to the people.

Special bank charters may and do take effect without submission.

Acts relating to the powers, privileges, franchises, duties and liabilities of banks, and to the mode in which they may exercise their powers, take effect in the usual way.

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Again: The restriction upon the power of the Legislature found in the Constitution, required that the General Banking Law of 1851 should be submitted to the people and be approved before it should go into effect. This was accordingly done by the vote of the people, and became operative; and we say,

1st. When this law received the approval of the people, the constitutional restriction was satisfied, and thenceforth became a dead letter so far as the law of 1851 is concerned.

It follows, therefore, that the law of '51 stood like any other law upon the statute book, and not otherwise.

It might, then, be altered, amended or repealed, like any other law, by the Legislature.

2d. Public policy, safety and convenience require that this construction be placed upon the restriction clause in the Constitution.

3d. The plain letter and language of the Constitution, and the well known rules which govern in construing statutes, show this view to be correct.

4th. This precise question came before the Supreme Court of Michigan, in the case of *Green vs. Graves*, (1 *Doug. Mich. R.* 370,) where a similar provision in the Constitution of that State, and relating to the General Banking Law of 1837, received a judicial construction, and the Court say in substance, "That to pass an act is one thing, to alter *or amend* an act of incorporation is another and different thing," and hold, that while it required a two-thirds vote to pass an act of incorporation, a mere majority was sufficient to alter or amend it.

For these reasons, we conclude the amendment of February 14th, 1857, is Constitutional, and requires no submission to the people.

II.—As to the construction of this amendment but little need be said. The only inquiry is as to whether the proviso relates to the mode of protest, or to the obligations of the bank and the manner in which it shall redeem its notes. That it relates to the

latter, and not to the former, is apparent, we think, for these reasons:

1st. That such is the inference, and only just inference, to be derived from the language used.

2d. In the former part of section 3, the mode in which the protest shall be made is clearly and minutely pointed out; and it is not to be supposed that the Legislature intended to repeat its instructions or point out another and different mode of protest.

3d. It is the office of proviso to introduce a condition or restriction to what precedes, or provide for some new rule or regulation to the same general subject matter, and the latter was clearly the intent of the Legislature in this instance.

4th. The history of banking, and their conduct on presentation of their notes when they have not specie to redeem, furnishes the key to the intent of the Legislature, and directs us to the evil they intended to provide against.

For these reasons we are fully of the opinion that the proviso relates to the manner in which banks shall redeem their bills, and not to the mode of protest; and if this be so, and the act of February 14, '57, be Constitutional, as we have before concluded, then there was a refusal on the part of the bank to redeem the protested notes, and the decree of the Court below ought to be affirmed.

We conclude our argument in this case by adopting the opinion of Hon. John M. Wilson, delivered upon the hearing of this case in the Court below, which is as follows:

REAPER'S BANK vs. J. M. ADST.—BILL FOR INJUNCTION.

This case was heard upon bill, answer and stipulation.

The complainant is a corporation organised under the General Banking Law of this State, passed in 1851, and established at Fairfield, in this State.

On the 12th of October, 1859, the defendants, Messrs. Adsit and Willard, being joint owners of \$500 in the notes of said complainant, caused them to be presented to the President of the Bank by a Notary Public, at the Bank, during business hours, and redemption demanded of the same in the legal coin of the United States. The President offered to redeem the bills one by one, separately, but refused to redeem the package as one obligation, and thereupon the Notary protested the package for non-redemption.

The protested bills were presented to the Auditor of Public Accounts by the defendants, whereupon the Auditor gave notice to the President of the complainant Bank to pay said bills, with interest, and as required by law, and that the complainant is about to sell its stock, call in its circulation, and prays an injunction.

One ground upon which the complainant insists for maintaining the injunction by a decree making it perpetual is, that the act of 1857, amending the act of 1851, is unconstitutional, because it was not submitted to the people.

It is contended that as by the Constitution the original law was submitted to the people, and became a law by their approval, no law amending or in any manner affecting the corporations organized under it can be in force and operation without a like submission to and approval by the people.

That this position is not maintainable has been recently decided by the Supreme Court, in a very able opinion by the Chief Justice, and although the Court has expressed no opinion in relation to other provisions of the amendatory acts than those involving the question before them, they have decided that the act of 1851 is amendable by the Legislature without being submitted to the people. It does not follow, however, that every amendment the Legislature may make is constitutional, for like all other laws, they may embrace constitutional and unconstitutional provisions.

The question, therefore, is, whether the particular provision upon which the claim of the bill holders rests is unconstitutional. The grievance of the complainant is that he was not allowed to

redeem the bills presented separately, instead of redeeming them all at once as a single obligation.

So far as I am advised, the uniform custom in all well regulated banks is to redeem bills presented together as a single obligation, and it is also the common law rule, independent of the statute. This precise question arose and was decided in the case of the *Suffolk Bank vs. Lincoln Bank*, 3 *Mason* 1. Judge Story, in his opinion, says: "It has been intimated that each bank bill should have been separately presented for payment, and separately paid. But there is no foundation in law for that suggestion. The holder had the right to demand the whole at once as an aggregate sum, and the bank was bound to pay the whole. Then, as there was a due demand, and no money to the amount paid, or tendered in payment, what ground can there be to say that the bank has not refused?"

No case has been cited establishing a different rule, and as the bank can gain no legal advantage, but would be subjected to great inconvenience and trouble, by adopting the other rule contended for by the complainant, this practice could subserve no purpose for the bank but to delay and harass the bill holders.

Any act of a bank having this object has been repeatedly decided to be illegal, and equivalent to a refusal to redeem.

Suffolk Bank vs. Lincoln Bank, 3 *Mason* 1.

Hibbard vs. Chenango Bank, 8 *Cowen* 88.

Gilbert vs. Nantucket Bank, 2 *Am. L. J.* 157.

If this view is correct, then the proviso complained of is merely declaratory of the common law, and not obnoxious to the objection of unconstitutionality.

But assuming that at common law, and at the time of the passage of the act of 1851, it was the right of the complainant, when a bill holder demanded the redemption of a number of bills together, to redeem them separately, what wrong has been done to the complainant by the proviso complained of in the act of 1857? Does it deprive him of any right vested by the act of 1851, or does it confer any new right upon the bill holders? Clearly not. By the act of 1851, the banks to be organized under it were bound to redeem their bills in lawful money of

the United States, when they were presented for redemption, and were subject to protest if they refused. The rights of the bill holders and the obligations of the banks remain the same. Upon the present assumption, the manner of enforcing the obligations which before existed is changed, and in a manner which makes it less onerous to the bank than the one supposed to exist before.

It is, doubtless, true, as contended by the complainant, that laws of the class to which the act of 1851 belongs, are not subject to repeal and modification by the Legislature as most general laws are. This distinction, however, as I apprehend, applies only to those who have acted under the law, and thereby acquired vested rights under it. So far the act becomes a contract between the State and the corporation, and like any other contract can be enforced. But I have yet to see any authority which makes such a corporation *imperium in imperio*, and independent of and above the Legislature of the State, so that it can claim a vested right in the mode of enforcing an obligation it has assumed.

Rights and obligations are sacred in the eye of the law, and are to be preserved and enforced, but the mode and manner is always subject to legislative control. It is not unusual for a legislature, at a single session, to change the whole remedial system of the State, but no one ever dreamed that those who made contracts under the old system acquired a vested right to the old remedies.

Whenever the Legislature attempts to deprive the banking corporations of rights which they are entitled to by a fair construction of the act of 1851, the cases cited in the able argument of complainant's counsel would be cheerfully adopted as a basis of decision. But in this case, where no right is invaded—no obligation is sought to be enforced which the complainant has not voluntarily assumed, I cannot concede, upon the ground of authority or reason, that a mere change in the remedy, if it is one, is an unconstitutional act of the Legislature. On the other hand, under our Constitution, every individual and corporation in the State is subject to the control of the Legislature, so far as it relates to the mode of enforcing obligations of whatever character or description they may be.

The traditional rule of the Medes and Persians has never been recognized as a principle of the common law, or adopted

as a principle in State legislation. But on the other hand, the practice, if not the rule, has obtained in most of the States, that no law or rule should long remain unchanged.

The distinction between a vested right, or the obligation of a contract, and the remedy given by law to enforce the right or obligation, has been uniformly recognized by the courts.

In the case of *Sturgis vs. Crowninshield*, 4 *Wheat.* 122, the Supreme Court of the United States decided that it is competent for a Legislature to pass limitation laws in relation to contracts then existing, and that it could abolish imprisonment for debt, depriving a creditor of the power of imprisoning his debtor in a case where he had the power when the contract was made. So, in the case of *Brown vs. the Penobscot Bank*, 8 *Mass.*, the Supreme Court decided that it was competent for the Legislature to pass a law imposing damages, in the nature of penalties, upon banks previously chartered, for future neglect to redeem their bills in specie on demand, a case, in principle, exactly like the present.

But I may rest the decision of this question upon the authority of the case of the *Bank of the Republic vs. the County of Hamilton*, 21 *Ill.* 53, before referred to. The principle upon which that decision rests, embraces this case, though it has a much wider range, and embraces a large class of provisions which cannot be said simply to affect the remedy. The principle stated and illustrated in that case, though perhaps new in its application, commends itself to my mind as sound and just, and the reasoning of the Court is conclusive and unanswerable, leaving nothing to be desired by way of argument or illustration.

But it is insisted that the proviso to the third section of the Act of February 14, 1857, amendatory of the Banking Law of 1851, applies only to the party presenting the bills, and not to the bank. The proviso is in these words: "*Provided*, that in presenting notes or bills for payment under this section, the party presenting shall not be required to present or receive payment for each bill separately, but the whole amount presented shall be treated as though it were a single obligation of that amount."

The language is plain and explicit, and leaves no room for construction. It first provides that a person presenting bills may present the whole amount together; and secondly, that the whole amount when so presented shall be treated as a single obligation. Treated by whom? The person presenting has nothing to do after presenting the bills, and until then the treatment does not commence, because the party presenting must make demand before the obligation to redeem accrues. If, then, the proviso does not apply to the bank, it has no force or meaning, and presenting the whole amount together effects no object unless the bank is bound to redeem all the bills as a single obligation. But the proviso says that the party presenting shall not be required to receive payment of each note separately. If so, the bank has no right to pay them in that manner, for it would be absurd to say that the party is not bound to receive the redemption of the bills separately, and that the banks had the right so to redeem. The right to demand and the obligation to redeem are necessarily reciprocal. The existence of the right to demand presupposes the obligation to redeem. In what sense would a demand by the bill holder constitute a right, if no obligation was imposed upon the party of whom the demand was made? And what kind of a demand would that be, which, though authorised by law, the party of whom it was made could satisfy by refusing to comply with it, or by doing some other act than the one required?

WALKER, VAN ARMAN & DEXTER,

Counsel for Appellees.

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The Reapers Bond

vs

Dubois & Co

Bones

Filed Apr. 19. 1860

L. L. Lander
Clerk

SUPREME COURT,

THIRD GRAND DIVISION.

THE REAPER'S BANK,
vs.
ELISHA W. WILLARD, } *In Chancery.*
JAMES M. ADSIT, &
JESSE K. DUBOIS.

ABSTRACT OF THE RECORD.

Page 2. The Bill alleges that the complainant is a corporation duly organized and in business as a bank, under the general banking law of the State of Illinois.

2 That Augustus H. Burley has deposited with the Auditor of State United States Stocks to the amount and value of \$100,000.

That the Auditor, upon the deposit of the stocks, registered and countersigned notes to the amount of \$94,000, payable at the office of the complainant's bank at Fairfield, in the County of Wayne and State of Illinois, and delivered the same to the complainant to be circulated as money.

2 That Augustus H. Burley, on the 14th day of April, 1859, made the certificate required by section 7 of the Bank Act, and that a copy is attached to the bill; that such certificate was duly acknowledged, and was recorded in the office of the Recorder of Wayne County, and that copies thereof were filed in the offices of Secretary of State and of the Auditor of State.

3 That thereupon, the complainant became a body politic and corporate, and entitled to certain privileges and franchises secured by said law, and by contract with the State of Illinois.

That Augustus H. Burley is the President, and Frederick G. Clapp is the Cashier.

That a portion of the notes countersigned and registered by the Auditor, and delivered to the complainant, have been signed by the President and Cashier and circulated as money.

That on the 12th of October, 1859, the defendants, Adsit & Willard, were the owners and holders of a package of \$500 of the circulating notes of the complainant Bank, and at 10 o'clock in the forenoon of that day, by the hand of Charles A. Beecher, a Notary Public, residing at Fairfield, presented the same at the office of the complainant and demanded the redemption thereof in the legal coin of the United States.

That upon such presentation, the complainant Bank tendered to the defendants, Adsit & Willard, in redemption thereof the gold coins of the United States for each and every bill respectively, but refused to redeem said package as a whole, or as though the same were a single obligation for that sum of money.

4 That the defendants, Willard & Adsit, notwithstanding such tender, caused the said notes to be protested for non-payment, by the said Notary, and that the protest and notes accompanying the same, were presented to the auditor and filed in his office, and a copy of the protest delivered to the said Augustus H. Burley, President of the Bank, and that a copy of the protest is attached to the bill.

That the said complainant has been notified, by the Auditor, Jesse K. Dubois, to pay said notes with twelve per cent. interest from date of protest, together with costs, protest fees and expenses.

That the Auditor is about to sell the stocks deposited, to call in the circulation of complainant Bank, and out of proceeds of the sale of stocks to redeem the protested notes.

The bill prays an injunction to restrain the Auditor from putting the Bank into liquidation.

"EXHIBIT B."

STATE OF ILLINOIS, }
COUNTY OF WAYNE. } ss.

8 & 10 Be it known, that on this twelfth day of October, in the year of our Lord, one thousand eight hundred and fifty-nine, at ten o'clock in the forenoon, I, Charles A. Beecher, a Notary Public, duly commissioned and sworn, and residing at Fairfield, in the county and state aforesaid, at the request of James M. Adsit, and Elisha W. Willard, the owners and holders thereof, went with a package of five hundred dollars of the circulating bank notes of the Reapers Bank, located in the town of Fair-

field, in the county and state aforesaid, of the denominations, numbers, and letters given in the Schedule hereto annexed, and at ten o'clock in the forenoon of said day, demanded at the counter of said Bank, during the usual hours of business, between the hours of ten o'clock in the forenoon, and three o'clock in the afternoon, of A. H. Burley, the President thereof, and at the same time stated to said President the amount contained in said package, the redemption of said circulating notes, in the legal coin of the United States. The said A. H. Burley, the President, then and there offered to receive of me one of the bills contained in said package, and to redeem it in the gold coin of the United States, and after he had redeemed that, he stated he would receive another of said bills and redeem it, and also stated that he would thus continue to receive and redeem the bills contained in said package, one by one, till the whole was redeemed, but refused to receive said package and redeem as a whole, or to receive, treat or redeem said bills as though they were a single obligation of that amount.

Whereupon I, the said Notary, at the request of the said James M. Adsit and Elisha W. Willard, did protest, and by these protests do solemnly protest, as well against the said Bank as all whom it doth or may concern, for exchange, re-exchange, and all costs, charges, damages and interest, by reason of the non-redemption of said circulating notes.

And I, the said Notary, do hereby certify that on the same day and year above written, due notice of the foregoing Protest was left at said bank by me, as follows:

Notice for A. H. Burley, the President of said Bank.

" for

" for

And I also certify that I did, on the same day, during the business hours thereof, deliver to A. H. Burley, the President of said Bank, at the office and place of business of said Bank, a copy of such Protest, together with a copy of the schedules thereto annexed.

In testimony whereof, I, the said Notary, have hereunto set my hand and affixed my notarial seal, the day and year first above written.



C. A. BEECHER,
Notary Public.

FEES.—Noting, 25 cts.; protest and record, 50 cts.; notices, 25; seal, 25 cts.; certificates, 25 cts.—\$1.50.

To this protest is annexed a schedule, showing the denomination, letters and numbers of the bills.

15 The defendants, on the day of filed their answer, (which is, however, by a subsequent order, made the answer of the defendants, Willard and Adsit, only, and the appearance of def't Dubois, is withdrawn,) in which the said Willard and Adsit

Admit that the complainant Bank is organised and is doing business under the general banking law of the State of Illinois, and that it has deposited \$100,000 in stocks, as alleged in the bill.

That the Auditor countersigned and delivered to the complainant \$94,000 in bills, to be circulated as money.

That the certificates were made, acknowledged and filed with the Secretary and Auditor, as alleged in said bill, and that the complainant Bank is duly organized under the general banking law of the State of Illinois, and the amendments thereto made. That the office of the Bank is at Fairfield, in the County of Wayne and State of Illinois; that Augustus H. Burley is President, and Frederick Clapp, Cashier.

That said notes, delivered by the Auditor to complainant, have been duly executed by it and circulated as money.

16 That on the 12th of October, 1857, the defendants, Adsit and Willard, were the owners and holders of a package of \$500 of the circulating notes of the complainant Bank, and at ten o'clock in the forenoon of that day, Charles A. Beecher, a Notary Public residing at Fairfield, presented the same at the office of complainant, and stated to said Burley, President and acting Teller of the complainant Bank, the amount thereof, and demanded the redemption thereof in the legal coin of the United States.

Deny that the complainant tendered in redemption thereof the gold coins of the United States, and

Say that on the presentation of said package of notes for redemption by said Charles A. Beecher, agent of said Adsit and Willard, in the legal coins of the United States, the said Burley, President and acting Teller of said corporation, offered to receive of said Beecher one of the bills contained in said package, and to redeem it in the gold coin of the United States, and stated that after he, said Burley, had redeemed that, he would receive another of said bills, and redeem it, and also stated that he would thus continue to receive and redeem the bills contained in said package, one by one, until the whole was redeemed, but refused to receive said package and redeem it as a whole, or to receive, treat and redeem said bills as though they were a single obligation of the amount of five hundred dollars.

17 Admit that the defendants, Willard and Adsit, caused said notes to be protested for non-payment, by the said Charles A. Beecher, a Notary Public of the County of Wayne and State of Illinois. That said protest and notes accompanying the same were presented to the defendant, Dubois, the Auditor of Public Accounts, and were filed in his office; that a copy of such protest was delivered to said Augustus H. Burley, and that a true copy is also attached to said bill.

18 Admits that the complainant was notified by the said defendant Dubois, Auditor as aforesaid, to pay the notes with costs, interest and expenses; that the Auditor was about to proceed to sell the stocks as alleged in the bill.

A stipulation was filed in said case, by which it is stipulated

19 That the facts and circumstances relating to and connected with the presentation demand of payment, and protest of the said protested notes, as set forth in the answer, and in the copy of the notary's protest attached to the bill, are true, and are to be so considered upon the hearing.

This stipulation by a subsequent order, is made the stipulation of the complainant and the defendants Willard & Adsit only.

On the 17th of December, the default of the defendant Dubois was taken for want of an answer.

On the fourth day of January, the following decree was entered in said case.

24

"It is ordered, adjudged and decreed, that the order enjoining the defendants, and their agents, and attorneys, heretofore entered in this case be continued and made perpetual, upon the complainant depositing in the office of Jesse K. Dubois, the Auditor of the State, the legal coin of the United States, for the redemption and payment of the circulating notes described in said bill of complaint, together with twelve per cent. interest thereon from the date of the protest thereof, and all costs and protest fees and expenses, within ten days from the entry of this decree, or if appeal shall be perfected in said case, then within ten days from notice of the affirmation of such decree by the Supreme Court of the State of Illinois upon appeal, if the same shall be so affirmed, and that on default of such payment, the complainant's bill be dismissed."

Appeal prayed and allowed.

277-2⁷
Receipts

is

Dubois

Abstract

Filed Apr 19, 1860

Leland
Clerk

SUPREME COURT,

THIRD GRAND DIVISION.

THE REAPER'S BANK,
vs.
ELISHA W. WILLARD, } *In Chancery.*
JAMES M. ADSIT, &
JESSE K. DUBOIS. }

ABSTRACT OF THE RECORD.

Page 2. The Bill alleges that the complainant is a corporation duly organized and in business as a bank, under the general banking law of the State of Illinois.

2 That Augustus H. Burley has deposited with the Auditor of State United States Stocks to the amount and value of \$100,000.

That the Auditor, upon the deposit of the stocks, registered and countersigned notes to the amount of \$94,000, payable at the office of the complainant's bank at Fairfield, in the County of Wayne and State of Illinois, and delivered the same to the complainant to be circulated as money.

2 That Augustus H. Burley, on the 14th day of April, 1859, made the certificate required by section 7 of the Bank Act, and that a copy is attached to the bill; that such certificate was duly acknowledged, and was recorded in the office of the Recorder of Wayne County, and that copies thereof were filed in the offices of Secretary of State and of the Auditor of State.

3 That thereupon, the complainant became a body politic and corporate, and entitled to certain privileges and franchises secured by said law, and by contract with the State of Illinois.

That Augustus H. Burley is the President, and Frederick G. Clapp is the Cashier.

That a portion of the notes countersigned and registered by the Auditor, and delivered to the complainant, have been signed by the President and Cashier and circulated as money.

That on the 12th of October, 1859, the defendants, Adsit & Willard, were the owners and holders of a package of \$500 of the circulating notes of the complainant Bank, and at 10 o'clock in the forenoon of that day, by the hand of Charles A. Beecher, a Notary Public, residing at Fairfield, presented the same at the office of the complainant and demanded the redemption thereof in the legal coin of the United States.

That upon such presentation, the complainant Bank tendered to the defendants, Adsit & Willard, in redemption thereof the gold coins of the United States for each and every bill respectively, but refused to redeem said package as a whole, or as though the same were a single obligation for that sum of money.

4 That the defendants, Willard & Adsit, notwithstanding such tender, caused the said notes to be protested for non-payment, by the said Notary, and that the protest and notes accompanying the same, were presented to the auditor and filed in his office, and a copy of the protest delivered to the said Augustus H. Burley, President of the Bank, and that a copy of the protest is attached to the bill.

That the said complainant has been notified, by the Auditor, Jesse K. Dubois, to pay said notes with twelve per cent. interest from date of protest, together with costs, protest fees and expenses.

That the Auditor is about to sell the stocks deposited, to call in the circulation of complainant Bank, and out of proceeds of the sale of stocks to redeem the protested notes.

The bill prays an injunction to restrain the Auditor from putting the Bank into liquidation.

"EXHIBIT B."

STATE OF ILLINOIS, }
COUNTY OF WAYNE. } ss.

8 & 10 Be it known, that on this twelfth day of October, in the year of our Lord, one thousand eight hundred and fifty-nine, at ten o'clock in the forenoon, I, Charles A. Beecher, a Notary Public, duly commissioned and sworn, and residing at Fairfield, in the county and state aforesaid, at the request of James M. Adsit, and Elisha W. Willard, the owners and holders thereof, went with a package of five hundred dollars of the circulating bank notes of the Reapers Bank, located in the town of Fair-

field, in the county and state aforesaid, of the denominations, numbers, and letters given in the Schedule hereto annexed, and at ten o'clock in the forenoon of said day, demanded at the counter of said Bank, during the usual hours of business, between the hours of ten o'clock in the forenoon, and three o'clock in the afternoon, of A. H. Burley, the President thereof, and at the same time stated to said President the amount contained in said package, the redemption of said circulating notes, in the legal coin of the United States. The said A. H. Burley, the President, then and there offered to receive of me one of the bills contained in said package, and to redeem it in the gold coin of the United States, and after he had redeemed that, he stated he would receive another of said bills and redeem it, and also stated that he would thus continue to receive and redeem the bills contained in said package, one by one, till the whole was redeemed, but refused to receive said package and redeem as a whole, or to receive, treat or redeem said bills as though they were a single obligation of that amount.

Whereupon I, the said Notary, at the request of the said James M. Adsit and Elisha W. Willard, did protest, and by these protests do solemnly protest, as well against the said Bank as all whom it doth or may concern, for exchange, re-exchange, and all costs, charges, damages and interest, by reason of the non-redemption of said circulating notes.

And I, the said Notary, do hereby certify that on the same day and year above written, due notice of the foregoing Protest was left at said bank by me, as follows:

Notice for A. H. Burley, the President of said Bank.

“ for

“ for

And I also certify that I did, on the same day, during the business hours thereof, deliver to A. H. Burley, the President of said Bank, at the office and place of business of said Bank, a copy of such Protest, together with a copy of the schedules thereto annexed.

In testimony whereof, I, the said Notary, have hereunto set my hand and affixed my notarial seal, the day and year first above written.



C. A. BEECHER,
Notary Public.

FEES.—Noting, 25 cts.; protest and record, 50 cts.; notices, 25; seal, 25 cts.; certificates, 25 cts.—\$1.50.

To this protest is annexed a schedule, showing the denomination, letters and numbers of the bills.

15 The defendants, on the day of filed their answer, (which is, however, by a subsequent order, made the answer of the defendants, Willard and Adsit, only, and the appearance of def't Dubois, is withdrawn,) in which the said Willard and Adsit

Admit that the complainant Bank is organised and is doing business under the general banking law of the State of Illinois, and that it has deposited \$100,000 in stocks, as alleged in the bill.

That the Auditor countersigned and delivered to the complainant \$94,000 in bills, to be circulated as money.

That the certificates were made, acknowledged and filed with the Secretary and Auditor, as alleged in said bill, and that the complainant Bank is duly organized under the general banking law of the State of Illinois, and the amendments thereto made. That the office of the Bank is at Fairfield, in the County of Wayne and State of Illinois; that Augustus H. Burley is President, and Frederick Clapp, Cashier.

That said notes, delivered by the Auditor to complainant, have been duly executed by it and circulated as money.

16 That on the 12th of October, 1857, the defendants, Adsit and Willard, were the owners and holders of a package of \$500 of the circulating notes of the complainant Bank, and at ten o'clock in the forenoon of that day, Charles A. Beecher, a Notary Public residing at Fairfield, presented the same at the office of complainant, and stated to said Burley, President and acting Teller of the complainant Bank, the amount thereof, and demanded the redemption thereof in the legal coin of the United States.

Deny that the complainant tendered in redemption thereof the gold coins of the United States, and

Say that on the presentation of said package of notes for redemption by said Charles A. Beecher, agent of said Adsit and Willard, in the legal coins of the United States, the said Burley, President and acting Teller of said corporation, offered to receive of said Beecher one of the bills contained in said package, and to redeem it in the gold coin of the United States, and stated that after he, said Burley, had redeemed that, he would receive another of said bills, and redeem it, and also stated that he would thus continue to receive and redeem the bills contained in said package, one by one, until the whole was redeemed, but refused to receive said package and redeem it as a whole, or to receive, treat and redeem said bills as though they were a single obligation of the amount of five hundred dollars.

17 Admit that the defendants, Willard and Adsit, caused said notes to be protested for non-payment, by the said Charles A. Beecher, a Notary Public of the County of Wayne and State of Illinois. That said protest and notes accompanying the same were presented to the defendant, Dubois, the Auditor of Public Accounts, and were filed in his office; that a copy of such protest was delivered to said Augustus H. Burley, and that a true copy is also attached to said bill.

18 Admits that the complainant was notified by the said defendant Dubois, Auditor as aforesaid, to pay the notes with costs, interest and expenses; that the Auditor was about to proceed to sell the stocks as alleged in the bill.

A stipulation was filed in said case, by which it is stipulated

19 That the facts and circumstances relating to and connected with the presentation demand of payment, and protest of the said protested notes, as set forth in the answer, and in the copy of the notary's protest attached to the bill, are true, and are to be so considered upon the hearing.

This stipulation by a subsequent order, is made the stipulation of the complainant and the defendants Willard & Adsit only.

On the 17th of December, the default of the defendant Dubois was taken for want of an answer.

On the fourth day of January, the following decree was entered in said case.

24 "It is ordered, adjudged and decreed, that the order enjoining the defendants, and their agents, and attorneys, heretofore entered in this case be continued and made perpetual, upon the complainant depositing in the office of Jesse K. Dubois, the Auditor of the State, the legal coin of the United States, for the redemption and payment of the circulating notes described in said bill of complaint, together with twelve per cent. interest thereon from the date of the protest thereof, and all costs and protest fees and expenses, within ten days from the entry of this decree, or if appeal shall be perfected in said case, then within ten days from notice of the affirmation of such decree by the Supreme Court of the State of Illinois upon appeal, if the same shall be so affirmed, and that on default of such payment, the complainant's bill be dismissed."

Appeal prayed and allowed.

17 - 27
no.

Detroit Owl

Filled Apr 19, 1860

A. Selman
Club

SUPREME COURT,

THIRD GRAND DIVISION.

THE REAPER'S BANK,
vs.
ELISHA W. WILLARD, } *In Chancery.*
JAMES M. ADSIT, &
JESSE K. DUBOIS. }

ABSTRACT OF THE RECORD.

Page 2. The Bill alleges that the complainant is a corporation duly organized and in business as a bank, under the general banking law of the State of Illinois.

2 That Augustus H. Burley has deposited with the Auditor of State United States Stocks to the amount and value of \$100,000.

That the Auditor, upon the deposit of the stocks, registered and countersigned notes to the amount of \$94,000, payable at the office of the complainant's bank at Fairfield, in the County of Wayne and State of Illinois, and delivered the same to the complainant to be circulated as money.

2 That Augustus H. Burley, on the 14th day of April, 1859, made the certificate required by section 7 of the Bank Act, and that a copy is attached to the bill; that such certificate was duly acknowledged, and was recorded in the office of the Recorder of Wayne County, and that copies thereof were filed in the offices of Secretary of State and of the Auditor of State.

3 That thereupon, the complainant became a body politic and corporate, and entitled to certain privileges and franchises secured by said law, and by contract with the State of Illinois.

That Augustus H. Burley is the President, and Frederick G. Clapp is the Cashier.

That a portion of the notes countersigned and registered by the Auditor, and delivered to the complainant, have been signed by the President and Cashier and circulated as money.

That on the 12th of October, 1859, the defendants, Adsit & Willard, were the owners and holders of a package of \$500 of the circulating notes of the complainant Bank, and at 10 o'clock in the forenoon of that day, by the hand of Charles A. Beecher, a Notary Public, residing at Fairfield, presented the same at the office of the complainant and demanded the redemption thereof in the legal coin of the United States.

That upon such presentation, the complainant Bank tendered to the defendants, Adsit & Willard, in redemption thereof the gold coins of the United States for each and every bill respectively, but refused to redeem said package as a whole, or as though the same were a single obligation for that sum of money.

4 That the defendants, Willard & Adsit, notwithstanding such tender, caused the said notes to be protested for non-payment, by the said Notary; and that the protest and notes accompanying the same, were presented to the auditor and filed in his office, and a copy of the protest delivered to the said Augustus H. Burley, President of the Bank, and that a copy of the protest is attached to the bill.

That the said complainant has been notified, by the Auditor, Jesse K. Dubois, to pay said notes with twelve per cent. interest from date of protest, together with costs, protest fees and expenses.

That the Auditor is about to sell the stocks deposited, to call in the circulation of complainant Bank, and out of proceeds of the sale of stocks to redeem the protested notes.

The bill prays an injunction to restrain the Auditor from putting the Bank into liquidation.

"EXHIBIT B."

STATE OF ILLINOIS, }
COUNTY OF WAYNE. } ss.

8 & 10 Be it known, that on this twelfth day of October, in the year of our Lord, one thousand eight hundred and fifty-nine, at ten o'clock in the forenoon, I, Charles A. Beecher, a Notary Public, duly commissioned and sworn, and residing at Fairfield, in the county and state aforesaid, at the request of James M. Adsit, and Elisha W. Willard, the owners and holders thereof, went with a package of five hundred dollars of the circulating bank notes of the Reapers Bank, located in the town of Fair-

That a portion of the notes countersigned and registered by the Auditor, and delivered to the complainant, have been signed by the President and Cashier and circulated as money.

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field, in the county and state aforesaid, of the denominations, numbers, and letters given in the Schedule hereto annexed, and at ten o'clock in the forenoon of said day, demanded at the counter of said Bank, during the usual hours of business, between the hours of ten o'clock in the forenoon, and three o'clock in the afternoon, of A. H. Burley, the President thereof, and at the same time stated to said President the amount contained in said package, the redemption of said circulating notes, in the legal coin of the United States. The said A. H. Burley, the President, then and there offered to receive of me one of the bills contained in said package, and to redeem it in the gold coin of the United States, and after he had redeemed that, he stated he would receive another of said bills and redeem it, and also stated that he would thus continue to receive and redeem the bills contained in said package, one by one, till the whole was redeemed, but refused to receive said package and redeem as a whole, or to receive, treat or redeem said bills as though they were a single obligation of that amount.

Whereupon I, the said Notary, at the request of the said James M. Adsit and Elisha W. Willard, did protest, and by these protests do solemnly protest, as well against the said Bank as all whom it doth or may concern, for exchange, re-exchange, and all costs, charges, damages and interest, by reason of the non-redemption of said circulating notes.

And I, the said Notary, do hereby certify that on the same day and year above written, due notice of the foregoing Protest was left at said bank by me, as follows:

Notice for A. H. Burley, the President of said Bank.

" for

" for

And I also certify that I did, on the same day, during the business hours thereof, deliver to A. H. Burley, the President of said Bank, at the office and place of business of said Bank, a copy of such Protest, together with a copy of the schedules thereto annexed.

In testimony whereof, I, the said Notary, have hereunto set my hand and affixed my notarial seal, the day and year first above written.



C. A. BEECHER,
Notary Public.

FEES.—Noting, 25 cts.; protest and record, 50 cts.; notices, 25; seal, 25 cts.; certificates, 25 cts.—\$1.50.

To this protest is annexed a schedule, showing the denomination, letters and numbers of the bills.

15 The defendants, on the day of filed their answer, (which is, however, by a subsequent order, made the answer of the defendants, Willard and Adsit, only, and the appearance of def't Dubois, is withdrawn,) in which the said Willard and Adsit

Admit that the complainant Bank is organised and is doing business under the general banking law of the State of Illinois, and that it has deposited \$100,000 in stocks, as alleged in the bill.

That the Auditor countersigned and delivered to the complainant \$94,000 in bills, to be circulated as money.

That the certificates were made, acknowledged and filed with the Secretary and Auditor, as alleged in said bill, and that the complainant Bank is duly organized under the general banking law of the State of Illinois, and the amendments thereto made. That the office of the Bank is at Fairfield, in the County of Wayne and State of Illinois; that Augustus H. Burley is President, and Frederick Clapp, Cashier.

That said notes, delivered by the Auditor to complainant, have been duly executed by it and circulated as money.

16 That on the 12th of October, 1857, the defendants, Adsit and Willard, were the owners and holders of a package of \$500 of the circulating notes of the complainant Bank, and at ten o'clock in the forenoon of that day, Charles A. Beecher, a Notary Public residing at Fairfield, presented the same at the office of complainant, and stated to said Burley, President and acting Teller of the complainant Bank, the amount thereof, and demanded the redemption thereof in the legal coin of the United States.

Deny that the complainant tendered in redemption thereof the gold coins of the United States, and

Say that on the presentation of said package of notes for redemption by said Charles A. Beecher, agent of said Adsit and Willard, in the legal coins of the United States, the said Burley, President and acting Teller of said corporation, offered to receive of said Beecher one of the bills contained in said package, and to redeem it in the gold coin of the United States, and stated that after he, said Burley, had redeemed that, he would receive another of said bills, and redeem it, and also stated that he would thus continue to receive and redeem the bills contained in said package, one by one, until the whole was redeemed, but refused to receive said package and redeem it as a whole, or to receive, treat and redeem said bills as though they were a single obligation of the amount of five hundred dollars.

17 Admit that the defendants, Willard and Adsit, caused said notes to be protested for non-payment, by the said Charles A. Beecher, a Notary Public of the County of Wayne and State of Illinois. That said protest and notes accompanying the same were presented to the defendant, Dubois, the Auditor of Public Accounts, and were filed in his office; that a copy of such protest was delivered to said Augustus H. Burley, and that a true copy is also attached to said bill.

18 Admits that the complainant was notified by the said defendant Dubois, Auditor as aforesaid, to pay the notes with costs, interest and expenses; that the Auditor was about to proceed to sell the stocks as alleged in the bill.

A stipulation was filed in said case, by which it is stipulated

19 That the facts and circumstances relating to and connected with the presentation demand of payment, and protest of the said protested notes, as set forth in the answer, and in the copy of the notary's protest attached to the bill, are true, and are to be so considered upon the hearing.

This stipulation by a subsequent order, is made the stipulation of the complainant and the defendants Willard & Adsit only.

On the 17th of December, the default of the defendant Dubois was taken for want of an answer.

On the fourth day of January, the following decree was entered in said case.

- 24 "It is ordered, adjudged and decreed, that the order enjoining the defendants, and their agents, and attorneys, heretofore entered in this case be continued and made perpetual, upon the complainant depositing in the office of Jesse K. Dubois, the Auditor of the State, the legal coin of the United States, for the redemption and payment of the circulating notes described in said bill of complaint, together with twelve per cent. interest thereon from the date of the protest thereof, and all costs and protest fees and expenses, within ten days from the entry of this decree, or if appeal shall be perfected in said case, then within ten days from notice of the affirmation of such decree by the Supreme Court of the State of Illinois upon appeal, if the same shall be so affirmed, and that on default of such payment, the complainant's bill be dismissed."

Appeal prayed and allowed.

On the fourth day of January, the following decree was entered in said case.

24

"It is ordered, adjudged and decreed, that the order enjoining the defendants, and their agents, and attorneys, heretofore entered in this case be continued and made perpetual, upon the complainant depositing in the office of Jesse K. Dubois, the Auditor of the State, the legal coin of the United States, for the redemption and payment of the circulating notes described in said bill of complaint, together with twelve per cent. interest thereon from the date of the protest thereof, and all costs and protest fees and expenses, within ten days from the entry of this decree, or if appeal shall be perfected in said case, then within ten days from notice of the affirmation of such decree by the Supreme Court of the State of Illinois upon appeal, if the same shall be so affirmed, and that on default of such payment, the complainant's bill be dismissed."

Appeal prayed and allowed.

271
as

Dubois

Abstract

Filed Apr 19, 1860

L. L. L. L.

Clark

Prepared

United States of America
State of Illinois - County of Cook

Plead before the Honorable the Judges
Superior Court of Chicago within and
County of Cook and State of Illinois, at
regular term of said Superior Court of
begin and holden at the Court House in
the City of Chicago in said
State aforesaid on the first Monday
the Second day of January in the year
our Lord one thousand eight hundred and
sixty and of the Independence of the
States of America the Eighty fourth

Present

The Hon: John M. Wilson Chief

of Superior Court of Chicago

Wm. H. Higgins Grant Governor

Carlos Mann . . . Prosecuting Attorney

John Gray . . . Sheriff of Cook County

Attest

Walter Kimball, Clerk

United States of America
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Carlos Mayer . . . Prosecuting Attorney

John Gray . . . Sheriff of Cook County

Attest

Walter Kimball, Clerk

Be it remembered that heretofore to wit on the Twenty
of October in the year of our Lord one thousand eight hundred
fifty nine, came the Reapers Bank by Gallup & Hitchcock
Solicitors and filed in the Office of the Clerk of the City
of Chicago, its certain Bill of Complaint, on the then
thereof; Which said Bill of Complaint is in the words
following, to wit:

"To the Honorable Judges of the City
of Chicago, in Chancery Sitting;

Humbly Complainant sheweth unto your Honors, The
Bank, that it is co. Corporation, organized and doing business
the general Banking Laws of the State of Illinois.

That Augustus H. Burley for the purpose of
the provisions of such Laws, has heretofore lawfully
deposited with the Auditor of the State of Illinois, public Bonds
issued by the United States of America to the nominal and
value of One hundred thousand dollars (\$100,000).

That the Auditor thereupon in accordance with the
provisions of the law, registered and countersigned certain
Notes to the amount of about Twenty four thousand dollars
payable at the Office of your Creator at Fairfield in
Wayne and State of Illinois, and delivered the same
Order to be loaned and circulated according to the
of a Banking business, as money.

That the said Augustus H. Burley did on the first
day of April A.D. Eighteen hundred fifty nine under

and seal, make a certificate in compliance with Section
the Act known as the General Banking Law of the State of
a copy of which certificate is hereto attached marked
and made a part of this your Order Book of Court.

That such certificate was acknowledged and
the Office of the Recorder of Wayne County and copies to
the Office of the Secretary of State, and Auditor of State.

That thereupon your Order became a body politic
and entitled to certain privileges immunities and franchises
said Law, and by Contract with the State of Illinois.

That the office of your Order was and is established
the Town of Fairfield in the County of Wayne in the State
Illinois.

That Augustus H. Lowrey is the President and
Clerk to the Cashier of your Order.

That a portion of the circulating notes of your Order
signed and registered by the Auditor as aforesaid, have been
and signed by the President and Cashier in accordance
requirements of law, and issued and circulated as money.

Your Order further shows unto your Honor that
Twelfth day of October A. D. eighteen hundred and
James M. Cassit and Elsie H. Hillard were the
of a package of Five hundred dollars (\$500) of the
notes of your Order, and at Two o'clock in the forenoon
by the hand of Charles A. Bucher a Notary Public
Fairfield, presented the same at the Office of your
demanded the redemption thereof, in the legal coin of the
States.

And your Orator shows that upon such presentation demand it tendered to the said James M. Grant & Eliza H. Willard & in redemption thereof, the Silver Coin of the United States of America in pieces of the denomination of dimes and half dimes, and the said James M. Grant and Eliza H. Willard thereupon accepted One hundred & fifty dollars (\$150.) and received payment of the balance.

And your Orator further shows unto your Honor that on the Thirtieth day of October in the year aforesaid the said James M. Grant & Eliza H. Willard were also the owners of a certain other package of Two hundred dollars (\$200.) circulating Notes of your Orator, and at Ten o'clock in the forenoon of that day by the hand of Charles A. Beebe, a Public Officer as aforesaid, residing at Fairfield, Conn. the Office of your Orator and tendered the said circulating Notes in payment of the said Silver Coin of the United States.

And your Orator shows that upon such presentation demand it tendered to the said James M. Grant and Eliza H. Willard, in redemption thereof, the Silver Coin of the United States of America in pieces of the denomination of dimes and half dimes and the said James M. Grant and Eliza H. Willard accepted Two hundred & twenty dollars thereof, and received payment of the balance.

And your Orator further shows that notwithstanding the tender of redemption as aforesaid, the said James M. Grant and Eliza H. Willard caused the said Notes except those presented to your Orator as aforesaid to be protested for nonpayment.

5
said Charles A. Busher a Notary Public of the County
aforesaid; and such protests and the notes accompanying
were presented to the Auditor of State and filed in his
Office thereof delivered to the said Augustus H. Boring
aforesaid; These said Copies are hereto attached in
"Exhibit B" and "Exhibit C" and made a part of
Orator's Pile of Complaint.

And your Orator further shows that it has been
said Auditor of State, Jesse K. Dubois, to pay said Note
Twelve per Cent per annum interest thereon from the date of
protest together with all costs and protest fees & expenses.

And your Orator has reason to believe and does believe
that the said Auditor of State Jesse K. Dubois is about
to sell the Public Stocks of the Union State Bank
with him as aforesaid as security for the payment of
circulating Notes, and to call in the circulation of you
and out of the proceeds of such sale to redeem the same.

And your Orator well knows that the said Jesse
Dubois and the said James M. Harit and Eliza H. H.
would have complied with the request of your Orator and
disobeyed and refrained from any attempt to put such
into the circulation of your Orator or to convert them
into liquidation, as of right and justice they ought
and.

But now so it is that it appears from the affidavits
of Jesse K. Dubois, James M. Harit and Eliza H. H.
and confederating with each other, refuse to comply with your
and pretend that such kind of punishment was insufficient.

dequas &c

All which actions doings judgments and refusals are
to equity and good conscience and lead to the manifest
injury of your Orator in the premises. In consideration
inasmuch as your Orator can only have relief in
a Court of Equity where matters of this nature are
and relievable.

To the end therefore that the said Defendants
Dubois, James M. Adams and Elisha H. Willard may
can show why your Orator should not have the relief here
and may according to the best and utmost of their several
respective knowledge, remembrance, information and belief
direct and first answer make to all and singular the
things herein proposed in charge. They must
answers under oath being first especially sworn
jury and particularly as if the same were here repeated
and every of them distinctly interrogated thereto.

And your Orator prays that the said James M. Dubois be
prohibited and restrained from giving Notice in any Newspaper
the circulation of your Orator will be redeemed out of his
the hands of said Governor of State; from selling or offering
public Auctions aforesaid; from calling in the circulation of
by reason of any such alleged refusal to redeem such
Notes and from taking any measures to compel your Orator
said Notes or to force your Orator into liquidation. And
Orator may have such other or further relief in the premises
nature of this case may require.

7
May it please your Honors to grant unto your
Peoples writ of Suppression issuing out of and under the
Honorable Court to be directed to the said Defendant
Dubois and to his Counselors, Attorneys, Solicitors, Friends
Thereto and thereby commanding and strictly requiring
H. Dubois and the persons before mentioned as herein

May it please your Honors to grant unto your
Peoples writ of Suppression issuing out of and under the
Honorable Court to be directed to the said Defendants
Dubois, James M. Asst and Eliza H. Wilesea Thereto and
commanding them and each of them on a certain day and
certain penalty to be and appear before the Judges of the
Court, at the Court Room in the City of Chicago, the
cause to be argued and the parties to be heard
by and perform such oaths and duties therein as to your
Honors shall seem agreeable to equity and good conscience. And
Orator will ever pray &c

Galeus Hitchcock
Sils for Compt^y

A. H. Burely
Defendant

"State of Illinois
County of Cook

Augustus H. Burely being duly sworn
says that he is the President of the Peoples Bank of
the County of Waupre and State of Illinois, the Comptroller
above Bill of Complaint - that he has read the said Bill
knows the contents thereof, and that the same is true of his
knowledge except those matters and things stated upon

and belief and as to those he believes them to be true.

Subscribed & sworn to before

me this 23rd day of Oct. A.D. 1859

A. H. Burley "

Benjⁿ. E. Gable

Notary Public "

"Exhibit A"

"I whose name is hereunto annexed do hereby

1st That I purpose Establishing an office of discount
circulation and do hereby agree to become incorporated in
terms and conditions and subject to the liabilities prescribed
Act of the General Assembly of the State of Illinois entitled
Act to establish a "General system of Banking" and the name
to distinguish public association and to be used in its
Receipts & Payments.

2nd That its business is to be carried on in the
Wayne County and State of Illinois.

3rd That the Capital Stock of the Association is one Million
dollars divided into Ten thousand shares of One hundred
each.

4th That the names and residences of the respective Share
the number of Shares held by each are as follows.

Aug^t. H. Burley Chicago Illinois.

5th That said association shall commence on the
day of May A.D. 1859 and terminate on the fifteenth
A.D. 1884. Given under my hand and Seal this fourth
April A.D. 1859.

A. H. Burley (Seal)

7
"State of Illinois
Wayne County

I R. B. Stevens, Clerk of the Circuit Court
for said County Do hereby Certify That the foregoing is
Correct Copy of a Certificate recorded in Book B. 1
Records in my office In testimony whereof I have hereunto
hand and Seal Official at Fairfield this 22nd day of
1859.

Seal

R. B. Stevens Clerk

Exhibit B.

"State of Illinois
County of Wayne

Be it known that on this Twelfth
in the year of our Lord one thousand eight hundred and
at Two o'clock in the forenoon I Charles A. Beecher a Notary
Publicly Commissioned and sworn and residing at Fairfield in
said State aforesaid at the request of James M. Adams and
Hillard, the owners and holders thereof, went with a Pack
hundred dollars of the Circulating Bank Notes of the Bank
located in the Town of Fairfield in the County and
of the denominations numbers, and letters given in the
annexed, and at Two o'clock in the forenoon of said day
at the Counter of said Bank during the usual hours of
between the hours of two o'clock in the forenoon of said day
o'clock in the afternoon, of A. H. Bartley, President thereof, the
of said Circulating Notes in the legal Coin of the United States

and at the same time started to paid President the amount
in paid package, which the said A. H. Purby the President then
there refused to redeem, except in the following manner, that is
immediately after paid package was laid upon the Counter
Bank by me, the said President took the same and
one by one the Notes contained in it, and after counting
from said package one Five dollar Note, and laid it
Counter of said Bank, and then brought out a bag containing
dimes and half dimes of the Silver Coin of the United States
slowly proceeded to count out Five dollars and placed it on
for me and took up said Five dollar Note thus redeemed and
by itself upon the Counter, and thereupon took another Note
package and laid it upon the Counter and counted out to me in
manner in dimes and half dimes the amount thereof
same on the Counter before me, and in this manner with
the Notes of said package in dimes and half dimes one by one
at half in the afternoon, where the said President declared said Bank
closed for the day, at which time the said President had redeemed
hundred and fifty dollars of said package, the specie for which
together with said Notes remaining unredeemed from said Pre
notified the said President, that on the next morning at Two o'clock
should present Five hundred dollars more of the Circulat
said Bank for and in behalf of the said William Adams
Whereupon I the said Notary at the request of the said
Adams and Eliza M. Willard did protest, and by these I solemnly
solemnly protest, as well against the said Bank, as all who
or may concern for exchange, re-exchange and all such charges

and interest by reason of the nonredemption of said circulating notes remaining unredeemed as above stated.

And I the said Notary, do hereby certify that on the day and year above written, due notice of the foregoing facts was given to said Bank by me as follows.

Notice for A. H. Burley, President of said Bank.

for

for

And I also certify that I did on the same day during the hours thereof, deliver to A. H. Burley the President of said Bank, a copy of the Office and place of business of said Bank, a copy of such protest together with a copy of the Schedule hereto annexed.

In testimony whereof I the said Notary
have hereunto set my hand and official

Seals the day and year above written.

Charles A. Beecher

Notary Public.

Fees. Noting 25 cts. Protest & Record 50 cts. Notice 25. Seal 25 cts. Certificate 25 cts.

Schedule attached to foregoing Protest.

Copy.

Letter A. Rapids Bank. Fines

Nos 2795. 2734. 2715. 2747. 2755. 2762. 2725. 2712.

2714. 2717. 2711. 2711. 2740. 2770. 2718. 2712.

2734. 2775. 2735. 2738. 2731. 2783. 2792. 2712.

2737. 2758. 2761. 2750. 2734. 2736. 2797. 2719.

2794. 2722. 2748. 2730. 2716. 2741. 2718. 2734.

2703. 2704. 2757. 2745. 2771. 2772. 2777. 2788. 27
2723. 2796. 2756. 2769. 2746. 2781. 2800. 2732. 27
2763. 2782. 2785. 2749. 2778. 2713. 2760. 2710. 27
2739. 2726. 2727. 2759. 2733. 2744. 2793. 2761.
2774. 2720. 2721. 2702. 2756. 2791. 2779. 2784.
2705. 2707. 2784. 2798. 2799. 2766. 2768. 27
2709. 2773.

"Exhibit B"

"State of Illinois,

County of Wayne, ss.

Be it known that on this 11th day of
October in the year of our Lord one thousand eight hundred
and eighty nine at Two o'clock in the forenoon of Chas. H. [unclear]
a Notary Public duly Commissioned and sworn and residing
Fairfield in the County and State aforesaid at the request
James M. Heriot and Elisha W. Willard, the owners and
themselves, went with a package of Five hundred dollars of
Bank Notes of the Farmers Bank located in the Town
in the County and State aforesaid of the denomination
and letters given in the Schedule herewith annexed
at Two o'clock in the forenoon of said day demanded at the [unclear]
said Bank, during the usual hours of business, between
the hours of two o'clock in the forenoon and Three o'clock in

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afternoon of A. St. Bury the President thereof, and at this time stated to said President the amount contained in the redemption of said circulating Notes in the legal coin of the United States, which the said A. St. Bury the President there refused to redeem except in the following manner: I say, immediately after said package was laid upon the counter of said Bank by me, the said President took the package slowly counted one by one the Notes contained in it, and counting the same took from said package one Five dollar Note and laid it down upon the Counter of said Bank, and then brought out a bag containing dimes and half dimes of the coin of the United States and slowly proceeded to count out Five dollars and placed it on the Counter for me and I took the Five dollar Note thus redeemed and laid it by it on the Counter and thereupon took another Note from said package and laid it upon the Counter and counted out to me in like manner dimes and half dimes the amount thereof and placed them on the Counter before me, and in this manner continued to redeem the Notes of said package in dimes and half dimes by one till Three o'clock in the afternoon when the said President declared said Bank closed for the day at which time the President had redeemed Two hundred and ninety five Notes of said package, the space for which I received together with the amount remaining unredeemed from said President.

Whereupon I the said Notary at the request of the James M. Adair and Elisha W. Willard did protest and Presents do solemnly protest as well against the said Bank when it shall or may concern for exchange, redemption

costs, charges and expenses damages and interest by reason
non redemption of said circulating Notes so remaining un-
as above stated.

And I the said Notary, do hereby certify that on the
and year above written, due Notice of the foregoing
at said Bank by me as follows.

Notice for A. H. Burrey, President of said Bank.

" for

" for.

And I also certify that I did on the same day, at
business hours thereof, deliver to A. H. Burrey the President of
Bank at the Office and place of business of said Bank,

such Protest, together with a Copy of the Schedule thereof

and a true and correct copy of the same

hereby at my hand and official seal

Seal the day and year above written

Chas. A. Beecher

Notary Public.

Free Notary 25 cts. Protest 4 Bares 50 cts. Notices 25 cts. Seal 25 cts. Certificate

Schedule annexed to above Protest

Copy

Letter to

Richards Bank.

Paris.

\$ 500.

No 3342. 3341. 3340. 3345. 3310. 3304. 3302. 3386. 3345. 33
3319. 3318. 3357. 3336. 3300. 3399. 3395. 3390. 3390. 3390.
3394. 3392. 3391. 3385. 3384. 3382. 3382. 3381. 3380. 3379.

15
 3376. 3378. 3374. 3373. 3372. 3371. 3370. 3369. 3338. 3326.
 3322. 3314. 3336. 3330. 3368. 3367. 3366. 3365. 3364. 3363.
 3362. 3314. 3334. 3333. 3332. 3329. 3328. 3323. 3309. 3308.
 3305. 3303. 3389. 3335. 3333. 3352. 3351. 3350. 3349. 33
 3337. 3388. 3339. 3318. 3321. 3320. 3319. 3316. 3315.
 3301. 3344. 3343. 3337. 3331.

And thereafter also on the said Twenty sixth day
 A.D. Eighteen hundred and fifty nine there accordingly was
 of and under the Seal of said Court, Process Writ of Supremacy
 and Writs of Summons in Chancery. Which said several Writs
 with the Sheriffs Returns thereon inclosed are in the
 figures following to wit:

"State of Illinois,
 County of Cook & R

The People of the State of Illinois:

To Jesse H. Dubois, Auditor of the State of Illinois,
 Attorneys, Solicitors, Agents and Servants, and to each
 of them greeting:

Whereas it hath been represented to the Honorable
 Nelson one of the Judges of the Superior Court of the
 County and State aforesaid on the part of The Reapers
 Complainant in its certain Bill of Complaint exhibited before
 Judge, and filed in said Court, against you the said
 Dubois together with James M. Davis and Elisha H. Hill
 released, touching the matters therein complained of. In which

Bill, it is stated among other things, that you are continuing
confederating with others to injure the complainant, touching
matters set forth in said Bill, and that your doings and
the premises are contrary to Equity and good conscience
said Judge, having under his hand and seal upon
Order that a Writ of Injunction issue out of said Court
to the prayer of said Bill. We therefore in consideration
of the particular matters in said Bill set forth do hereby
you the said J. H. Dubois and the persons before us
and each and every of you, that you do absolutely desist
from giving Notice in any Newspaper that the Circulation
Harpers Bank will be redeemed out of trust funds in your
power or offering to sell the Public Stocks of the
State of Indiana transferred by Augustus H. [unclear]
from coming in the Circulation of said Bank by reason of
alleged refusal to redeem the circulating Notes of said Bank
from taking any measures to compel said Bank to redeem
circulating Notes of said Bank lately protested by Charles A. [unclear]
a Notary Public in and for the County of Wayne in the
aforesaid or to force said Bank into liquidation, until
Honorable Court in Chancery sitting shall make other
the contrary. And if fail not under the penalty of
law decrees.

To the Sheriff of Sangamon County to execute and
in due form of law.

(Seal)

Witness Walter Kimball Clerk of
Court and the Seal Hereof at Champaign

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Said County this 26th day of October A. D. 1859.

Walter Kimball. Clerk."

Endorsed "Served this Writ on the within named J. Dubois, by delivering a true Copy thereof to him the 27th Oct: 1859.

A. B. Perkins. Sheriff."

"State of Illinois
County of Cook } Ss.

The People of the State of Illinois

To the Sheriff of Sangamon County. Greeting.

We command you that you summon Jacob K. Dubois, Wm. Harris and Eliza W. Wilson, if they shall be found in said County, personally to be and appear before the Court of said County of Cook on the first day of the next Term thereof, to be holden at the Court House in the City of Chicago of said County on the first Monday of November next to make The Papers Back in its certain Bill of Complaint the said Court in the Chancery side thereof.

And have you there and there this Writ with you and must thereon in what manner you shall have executed.

Witness Walter Kimball, Clerk of said

Court and the Seal thereof, at the City of

Chicago aforesaid this 26th day of October A. D. 1859.

Walter Kimball. Clerk"

Endorsed "Served this Writ on the within named J. Dubois the 27th day of Oct: 1859. A. B. Perkins. Sheriff."

State of Illinois }
County of Cook } SS

The People of the State of Illinois to the
of said County greeting:

We command you that you summon Jesse, K. L. [unclear]
M. Asit and Elisha H. Wilcox if they shall be found in
County personally to be and appear before the Supreme Court
Chicago of said County of Cook on the first day of the month of
March to be holden at the Court House in the City of Chicago
said County on the first Monday of November next to
unto The Reapers Bank in its certain Bill of Complaint, filed
the said Court on the Chancery side thereof.

And have you then and there this writ with you and
must them in what manner you shall have cause.

Witness Walter Kimball, Clerk of said County
and the Seal thereof at the City of Chicago
said County aforesaid this 26th day of
October A.D. 1859.

Walter Kimball, Clerk."

Quarantined

"Served this writ on the within named
and Elisha H. Wilcox by delivering a copy thereof to
the other defendant not found in my County, this
October A.D. 1859.

John Gray, Sheriff

By A. G. Young

Deputy."

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And hereafter to wit on the day of 1859
thousand eight hundred and fifty nine came the said
Jury Walker, Now Arrman & Deater, their Solicitors, and
the Office of the Clerk of said Court, their Answer to
which said Answer is in the words and figures following

" State of Illinois

The Superior Court of Chicago.

The Peoples Bank

(vs)

James M. Cassit, Clerk

W. H. Lewis and Sons

H. Dubois

In Chancery.

The joint and several Answer of the
above named Defendants to the Bill of
the above named Complainant.

These defendants paying and preserving to themselves all
to the many errors and insufficiencies in said Bill contain
answer thereto or into such parts thereof as they are
are advised is material for them to make answer unto
say.

They admit that the said Complainant is a
organized and is doing business under the general
Laws of the State of Illinois and that Augustus
the purpose of banking under such Laws has deposited
Custodian of the State of Illinois Stocks of the United States
amount and value of One hundred thousand dollars
said Bill alleged.

Three Defendants also admit that the said Circles and countersigned circulating Notes to the amount of One thousand dollars payable at the Office of said Complainant in Fairfield in the County of Wayne and State of Illinois the same to the said Complainant to be circulated as alleged.

Three Defendants further answering admit that the Barley did on the fourteenth day of April 1859 with the Certificate required by Section Seven of the act known as General Banking Law of the State of Illinois that a true such Certificate was duly acknowledged and was recorded in the Office of the Recorder of said County of Wayne and that the same were filed in the Office of the Secretary of State in the Charter of the State and that it upon the day of April 1859 became a body Corporate under the general banking law of Illinois, and the Amendments thereto made.

Three defendants further answering admit that the Office of said Complainant is established in the Town of Fairfield in the County of Wayne and State of Illinois and that the said is the President and Frederick A. Capp is the Cashier of said Complainant Bank.

Three Defendants admit that a portion of said Circulating Notes of the Complainant have been signed by said and Cashier and have been issued and circulated as alleged.

Three Defendants further answering admit that on the day of October A.D. 1859 these defendants James M. and Eliza H. Willard were the owners and holders of Two

2/-

dollars of the circulating Notes of the said Complainant were
brought in the forenoon of that day by the hand of Charles
Becher a Notary Public residing at Fairfield, presented
at the Office of said Complainant and demanded the redemption
thereof in the legal Coin of the United States of the
acting President of said Complainant Bank, and they saw
some time the said Becher stated to said President
contained in said package.

And these Defendants further answering deny the
presentation of said Notes and demand for redemption (to
President of said Complainant Bank) in the legal coin of the
States, said Complainant then and there, tendered in redemption
the Silver Coin of the United States of the denomination of dollars
half dimes or of any other denomination as in said Bill stated
they deny that they refused to receive any of the Coin
redemption of said package of said Notes, and they refused
such presentation of said Notes at the Office of said Complainant
as in said Bill stated, the said Complainant refused to
said Notes belonging to said Adams and Wilson and a
said package or any of them except in the following manner
that is to say immediately after said package was taken
Counter of said Bank by said Becher Notary Public and
the said Complainant's President and Agent being present
and slowly counted one by one the Notes contained in said
and then took from said package one of said Notes and
laid it down upon the Counter of said Bank by itself and
brought out a bag containing dimes and half dimes of the
Coin of the United States and slowly proceeded to count out

dollars and placed it on the Counter in said Bank, the agent
Defendants Willard & Asst, and took up said Five dollar
redeemed and laid it by itself upon the Counter and then
another note from said package and in the same manner
the same in dimes and half dimes & in this manner
redeem the Notes of said package in dimes and half dimes
one until Three o'clock in the afternoon when said Bank
of said Complainant Bank declared said Bank closed for the day
at which time said Bank had redeemed One hundred and
dollars which coins so paid in redemption were received by
Defendants Asst and Willard and at the same time said
President and acting teller of said Complainant was Joseph
Becher Notary Public as aforesaid for and on behalf of
and Asst that he should call the next morning at
No. with another package belonging to said Willard and
and present the same for redemption and these Defendants say
that they gave such Notice in order that said Complainant
might be prepared with money Counted, or with such assets
as might be necessary to Count and redeem the same.

These Defendants admit that they caused the do-
said package so remaining unredeemed to be protested
-ment by the said Charles A. Becher a Notary Public
County of Wayne and that such protest and the Notice
the same were presented to the Defendants Dubois the
the State of Illinois and filed in his Office and that a
was delivered to the said Augustus H. Burtley President
Complainant Bank and that a true Copy is also attach

Bill of complaint.

These Defendants further answering admit that on the day of October O. D. 1859 the said Defendants Adoit and Elodia M. Villara were also the owners and certain other package of Five hundred dollars of the of said Complainant and at Two o'clock of the forenoon by the hand of Charles M. Beecher Notary Public residing at Fairfield presented the same at the Office Complainant to the President and acting teller thereof and redemption thereof in the legal Coin of the United States and Defendants Villara and Adoit say that the said Beecher at the time stated to said Burey that said package contained Five hundred dollars of the circulating Notes of said Banks.

And these Defendants further answering deny presentation of said Notes the said Burey President of said Complainant Bank, and demand of redemption thereof in the Coin of the United States as above stated said Complainant thereunder to said Villara & Adoit in redemption thereof the Coins of the United States of the denomination of dimes and dimes or of any other denomination and they deny that the Defendants Villara and Adoit refused to receive any of the offered in payment or redemption of said Notes or and they say that the said Complainant on such presentation said package refused to redeem said Notes belonging to said Villara, except in the following manner, that is to say immediately after said package was laid upon the Counter of said Bank, by said Beecher Notary Public as aforesaid the said Complainant's Bank took the same and slowly counted a

the Notes contained in said package and after this was done
from said package one of said Notes and laid it down upon
Counter of said Bank by itself and then brought out a bag
containing dimes and half dimes of the Silver Coin of the
States and slowly proceeded to count out five dollars worth
on the Counter for said Beecher and took said
so redeemed and laid it by itself upon the Counter and
took from said package another of said Notes and laid it
on the Counter and in like manner proceeded to redeem it
manner continued to redeem the Notes of said package in
half dimes one by one until Three o'clock in the afternoon
said Burley, President of said Complainant Bank declared
Bank closed for the day at which time said Complainant
had returned home and was much delayed.

And these Defendants further answering say that said
Complainant although requested so to do refused to redeem
Notes so remaining unredeemed all which said Notes remaining
unredeemed are fully described in the Certificates of protest attached
to said Bill of Complaint.

Also Defendants admit that they caused the said
package so remaining unredeemed to be protested for
the said Charles A. Beecher a Notary Public of the said
Wayne and that such protest and the Notes account
same were presented to this Defendant Dubois the Clerk
State of Illinois and filed in his office and that a copy
was delivered to the said Augustus H. Burley President
Complainant Bank and that a true copy is also attached.

Bill of Complaint

These Defendants further answering admit that the Complainant was notified by this Defendant Dubois, and as aforesaid, to pay said protested Notes with Interest thereon from the date of such protest, together with costs, fees and expenses as in said Bill alleged.

And these Defendants further answering say that Defendants Wilcox & Casst have requested the said Defendant Auditor as aforesaid to proceed to sell the said Stocks deposited here by said Complainant and to put said Complainant to liquidation.

And these Defendants deny all unlawful combination or conspiracy in the said Bill charged: Without that any other material or necessary for these Defendants to make answer and not herein or hereby well and sufficiently answered into or avoided, traversed or denied is true to the knowledge or belief of these Defendants also which matters and things these Defendants ready to aver maintain and prove as this Honorable Court direct and humbly pray to be hence dismissed with their costs and charges in that behalf most wrongfully sustained.

Walker, Van Arman & Dexter

Solrs for Defts.

Since hereafter there was filed in the Office of the said Court a certain stipulation in said cause in words and figures following to wit.

"The Peoples Bank

— (at) —
Elio H. Wilcox, James

M. Cass, John H. Dubois

Superior Court of Chicago
In Chambers.

It is hereby stipulated and agreed by and between the parties to this cause that the facts and circumstances relating to and connected with the presentation and demand of payment and protest of said protested Notes as set forth in the answer filed in said cause and in the Copy of the Notarized protest attached to said Bill and are to be so considered upon the hearing of this cause.

John Hitchcock

Solrs for Comr.

Walker Van Arman & Dexter

Solrs for Defts

And thereafter to wit on the seventeenth day of
A. D. Eighteen hundred and fifty nine, the said Defendant
filed in the Office of the Clerk of said Court his certain Aff-
davit in said cause; Which said Affidavit is in the words and figures
following, to wit,

Rapero Bank

(u)

Jesse H. Dubois, James

Mr. Harris and Elsie

W. Willard

In the Superior Court

of Chicago.

Jesse H. Dubois being sworn

The answer on file in this cause, was not filed herein by authority or consent that the Attorney and Solicitors who filed the same are not and were not employed or authorized to appear in said cause or to answer therein for him. Affiant states that said Answer is not his Answer and he is the owner. Affiant supposes said Answer so far as the use of his name is concerned therein was made under his apprehension of mistake on the part of the Solicitors who filed the same as to his authority to appear for affiant. Affiant believes he has a good defense to said Bill as set forth in his answer herewith to be filed and craves leave to file the said answer, and further to

Jesse H. Dubois.

"State of Illinois

City of Springfield

J. A. H. Minor a Notary Public in

the City aforesaid hereby Certify that on this 15th day

A. D. 1859 before me personally came, Jesse H. Dubois

Public Accountant and subscribed and made oath to the

Affidavit.

Sub.

Subscribing whereof I have become

my name and affix my Notarial

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the day and year aforesaid.

C. H. Minor

N. P."

And afterwards on the nineteenth day of Dec^r
one of the days of the December term of said Court, ^{at}
proceedings were had in said cause and entered of
said Court, to wit.

' Rogers Bank

(u)

James H. Dubois, James
M. Adair and Eliza
H. Williams . . .)

In Chancery

The defendant James H. Dubois having
his affidavit herein disclaiming the answer heretofore filed by
furthering to be the joint answer of all the Defendants and
the authority of the Solicitors who filed the same to appear
it is ordered that said joint answer, the stipulation filed
therein and considered for and as the answer and stipulation
the Defendants Adair and Williams only and not as the
of said Defendant Dubois, and the entry of his affidavit
thereby made is vacated, and said defendant Dubois
ordered to answer instant, not answering herein his
entered.

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And afterwards to wit on the Fourth day of January of the days of the January Term of said Court in the year of our Lord one thousand eight hundred and fifty ^{Six} ~~five~~, the further proceedings were had in said cause, and entered in said Court, to wit.

"The Report Bank

— (u) —

Geo. H. Dubois, Auditor
of State, James M. Adair
and Chas. H. Willard.

In Chancery.

It is ordered adjudged and decreed that the order enjoining the Defendants and their Agents and Attorneys before entered in the above cause be continued and made permanent upon the Complainant's depositing in the Office of Geo. H. Dubois, the Auditor of State the legal value of the United States for the redemption and payment of the circulating notes described in the Bill of Complaint together with Principal and interest thereon from the date of the protest thereof, and all costs and fees and expenses within Ten days from the entry of the order of appeal shall be perfected in said cause, then within from Notice of the affirmation of such Decree by the Court of the State of Illinois upon Appeal, if the same shall be affirmed, and that in default of such payment, the Complaint be dismissed.

And thereafter to wit on the said fourth day of January
A. D. eighteen hundred and sixty came the complainant
filed in the Office of the Clerk of said Court, his certain
Bond in said cause, in the words and figures following.

"Know all Men by these Presents that the Reapers Bank
and Co. taken as security all of the County of Cook and
Illinois are held and firmly bound unto Elisha W. Hillard
M. Davis and Jesse H. Dubois in the penal sum of Two
dollars lawful money of the United States for the payment
said sum well and truly to be made we bind ourselves our
executors and administrators jointly and severally firmly by these
presents.

Witness our hands and seals this Fourth day of
Jan 1860.

The condition of this obligation is such that whenever in
certain cause heretofore brought into the Superior Court of
the County of Cook therein the said Reapers Bank
complainant and the said Elisha W. Hillard, James M.
Davis, H. Dubois are Defendants a final Decree was at the
Term of said Court and on the day of January
made by said Court against the Reapers Bank and
said Elisha W. Hillard, James M. Davis and Jesse H. Dubois
which said Decree of the said Court the said Reapers Bank
prayed an Appeal to the Supreme Court of the State of Illinois
has been allowed.

Now therefore if the said Reapers Bank shall duly

And thereafter to wit on the thirteenth day of January,
A. D. Eighteen hundred and Sixty, the following proceedings
were had in said cause and entry of Record in said Court was

" The Reapers Bank

vs

Jesse K. Dubois Auditor of } Bill in Chancery.
James M. Adair and Elisha }
W. McLean }

And now at this day a
K. Dubois Auditor of the State of Illinois one of
Defendants herein and party are Appeal to the Supreme
from the order and decision of the Court entered in this

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its paid Capital with effect and moreover shall pay the
the decreed costs interest and damages rendered and to be
against it, in case the paid decreed shall be affirmed in the
Supreme Court then the above obligation to be void otherwise
in full force and effect.

Approved by me this
4th day of January
A. D. 1860.

John W. Wilson C. J.

of the Superior Court of Chicago.

The Reapers Bank

by A. H. Burrey, Presdt

A. H. Burrey

Co. Atkns."

Which Appeal is allowed by the Court on said Jesse
Caudin Jr. filing Bond in the sum of Two hundred
to be approved by a Judge of this Court, said
filed within ten days from this date.

And thereafter to wit on the seventeenth day of January
Eighteen hundred and sixty seven the said defendant Jesse
and filed in the Office of the Clerk of said Court his Appeal
said cause: Which said last mentioned Bond is in the words
figures following to wit:—)

"Know all Men by these Presents that we Jesse M. Dyer
of the State of Illinois and Stephen J. Logan are held and
bound unto The Farmers Bank and its assigns in the sum of
Two hundred dollars for the payment of which we be
our heirs executors administrators and assigns jointly and
severally by these presents.

Witness our hands and seals this 16 day of January

The condition of this above obligation is such that if
the said Farmers Bank did at the January 1866 term of the
Superior Court of Chicago, obtain a decree forbidding an

against the above bounden Jesse H. Dubois, Auditor &c, from which
Deere the said Jesse H. Dubois, Auditor &c has taken an Appeal
to the Supreme Court of the State of Illinois

Now if the said Jesse H. Dubois Auditor &c shall prove
Appeals with Effect and without delay and shall moreover
with the requisitions of said decree of the said Superior
shall also pay all such costs interest and damages as may
accrue against him in case the said Decree shall be affirmed by
Supreme Court, then this obligation to be void otherwise to be
in full force and effect,

Jesse H. Dubois, Auditor (Seal)

Approved by me

B. T. Logan

(Seal)

John M. Felsin C. L.

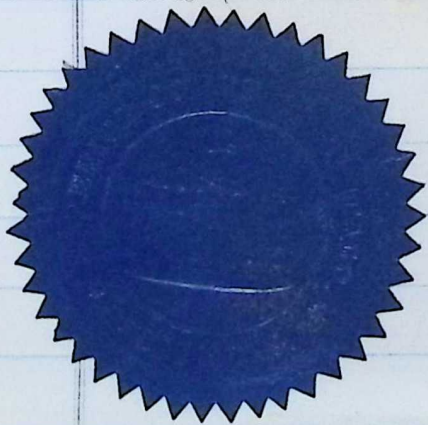
of the Superior Court of Chicago."

State of Illinois }
Cook County ... }

I Walter Kimball Clerk of the Court
of Chicago, within and for the County of Cook in the
State of Illinois Do hereby certify the above and foregoing to
be a true and correct Transcript of the Papers now on file in
together with all orders and Decrees entered of record in said
Court in a certain Suit therein, on the Chancery Side thereof
The Papers Bank was Complainant and Jesse H. ...
James M. Adair and Eliza W. Hillard were Defendants.

In testimony whereof I have hereunto
set my hand and affixed the Seal of
said Court at Chicago in said County
Fourth day of February A.D. 18...

Walter Kimball



In the Supreme Court
Third Grand Division
April Term 1884

The Reapers Bank

vs
Jesse K. Dubois
Elisha W. Willard
James M. Adair

And now comes the said Reapers Bank, by Charles Hitchcock its Solicitor and says that in the records and proceedings a serious manifest error in this, to wit:

The Court erred in not decreeing a perpetual injunction.

Wherefore the said Complainant prays that said decree may be annulled, reversed and set aside and that it may be restored to the state it has lost thereby.

Gallup Hitchcock
Solicitor for Complainant

In the Supreme Court
Third Grand Division
April Term AD 1884

State of Illinois,
Cook County ...

I Walter Kimball Clerk of the Court
of Chicago, within and for the County of Cook in the
State of Illinois Do hereby certify the above and foregoing to
be a true and correct Transcript of the Papers now on file in
together with all orders and Decrees entered of record in
Court in a certain Suit therein, on the Chancery Side thereof
The Papers Bank was Complainant and Jesse M. Adams
James M. Adams and Elisha H. Willard were Defendants.

In testimony whereof I have hereunto
set my hand and affixed the Seal of
Court at Chicago in said County
Fourth day of February A.D. 1861

Walter Kimball



United States of America
State of Illinois, County of Cook } ss.

Pleas before the Honorable the Judges of
Superior Court of Chicago within and
County of Cook and State of Illinois
regular Term of said Superior Court
begun and holden at the Court House
City of Chicago in said County and
aforesaid on the first Monday being the
day of January in the year of our Lord
Thousand eight hundred and Sixty and
Independence of the United States of America
the Eighty fourth.

Present The Hon John M. Wilson, Chief Justice
of said Court of Chicago
Hon H. Higgins & Grant Goodrich
Charles Hanna Prosecuting Attorney
John Gray Sheriff of Cook

Attest

Walter Kimball, Clerk.

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Be it remembered that heretofore to wit on the Twenty
Ninth A. D. eighteen hundred and fifty nine came the
Bank and filed in the Office of the Clerk of said Superior
Court a Bill of Complaint, on the Chancery side thereof; Which
of Complaint is in the words and figures following; to wit.

" To the Honorable Judges of the Supreme
Court of Chicago In Chancery sitting.

Humbly Complaining sheweth unto your Honors your Great
Worships Bank that it is a Corporation organized and doing
under the general banking laws of the State of Illinois

That Augustus H. Burey for the purpose of banking
provisions of such laws, has heretofore lawfully transferred
under the Auditor of the State of Illinois Public Stock
the United States of America to the nominal and real value
of one hundred thousand dollars (\$100,000).

That the Audit thereupon in accordance with the
the law registered and countersigned circulating notes to the
of about Twenty four thousand dollars (\$24,000) payable
Office of your Orator at Danville in the County of Wayne in
of Illinois and delivered the same to your Orator to be loaned
circulated according to the ordinary course of a banking business
money.

That the said Augustus H. Burey died on the Twentieth
of April A. D. eighteen hundred and fifty nine (1859) and
said Bank and said Auditor make a certificate in compliance with
(7) of the Act known as the general banking law of the

Illinois, a Copy of which Certificate is hereto attached marked "A" and made a part of this your Orator's Bill of Complaint.

That such Certificate was acknowledged and recorded in the Office of the Recorder of Wayne County, and copies thereof filed in the Office of the Secretary of State and the Auditor of State.

That Thompson your Orator claims to have a right to the same and entitled to certain privileges, immunities & franchises under said Law, and by Contract with the State of Illinois.

That the Office of your Orator was and is established in the Town of Fairbairn in the County of Wayne in the State of Illinois.

That Augustus H. Butler is the President and John H. Bluff is the Cashier of your Orator.

That a portion of the circulating Notes of your Orator were countersigned and registered by the Auditor as aforesaid, executed and signed by the President and Cashier in accordance with the requirements of law and issued and circulated.

Your Orator further shows unto your Honors that on the Twelfth day of October A. D. eighteen hundred and fifty James M. Adair and Elisha H. Wilcox were the owners of a hoarding of Five hundred dollars (\$500) of the circulating Notes of your Orator and at the close of the term of that day the same were in the hands of Charles A. Butler, Secretary Public residing at Fairbairn, Illinois, who presented the same at the Office of your Orator and demanded redemption thereof in the legal Coin of the United States.

And your Orator shows that upon such presentation it was ordered to the said James M. Adair and Elisha H. Wilcox redemption thereof the legal Coin of the United States in every bill separately, but refused to redeem said hoarding.

or as though the same were a single obligation, for that as it is advised by counsel it has a right to do.

And your Orator further shows that notwithstanding tender of redemption as aforesaid the said James M. Adair & John H. Wilcox caused the said Notes to be protested for payment by the said Charles H. Wilcox a Notary Public in and for the County of Wayne aforesaid and such protest and the Notes accompanying the same were presented to the Auditor of State in his Office and a Copy thereof delivered to the said Mr. Burley, President as aforesaid: Which said Copy is attached marked "Exhibit B" and made a part of this report of Counsel.

And your Orator further shows that it has been notified the Auditor of State Jesse H. Dubois, to pay said Notes and for and for common interest thereon from the date of such protest together with all costs and protest fees and expenses.

And your Orator has reason to believe and does believe that the said Auditor of State Jesse H. Dubois is about to sell the Public Stocks of the United States transferred and deposited with him as aforesaid as security for the payment of circulating Notes and to allow the circulation of your Certificates out of the presence of said State in the same manner as the said

And your Orator further shows that the said James M. Adair and John H. Wilcox entered into a conspiracy with each other, to comply with such request that such tender of redemption was not sufficient and illegal &c? would have complied with the request of your

and would have resisted and refrained from any attempt
such Stocks or to call in the Circulation of your Orator, or
your Orator to go into liquidation as of right and justice he
to have done.

But now it is manifest from your Honor that the said
K. Dubois, James M. Carst and Eliza H. Willard, who
confederating with each other, refuse to comply with such request
pretend that such tender of redemption was not sufficient and
illegal &c

All which doings and doings pretences and refusals
contrary to Equity and good Conscience and leads to the
wrong and injury of your Orator in the premises In which
whereof and inasmuch as your Orator can only have
premises in a Court of Equity where matters of this nature
properly cognizable and relievable

To the end therefore that the said Defendants
Dubois, James M. Carst and Eliza H. Willard may
show why your Orator should not have the relief hereby
may according to the best and utmost of their power and
knowledge, remembrance, information and belief full true and
perfect answer make to all and singular the matters and things
heretofore stated and sought (the power and respect
under oath being hereby expressly waived) and that as far
particularly as if the same were here repeated and they
of them distinctly interrogated thereto.

And your Orator prays that the said Jesse K. D.
prohibited and restrained from giving Notice in any manner
the circulation of your Orator with his redeemed out of

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the hands of said Auditor of State; from selling or offering
the Public Stocks aforesaid; from calling in the Circulation
your Orator by reason of any such refusal to redeem the
circulating Notes and from taking any measures to compel
Orator to redeem said Notes, or to force your Orator into liquidation
And that your Orator may have such further or other relief as
the premises as the nature of the case may require, and
Honors shall deem meet.

May it please your Honors to grant unto your Orator the
Writ of Injunction issuing out of and under the Seal of this
Court to be directed to the said Jesse K. Dubois and to his
Attorneys, Solicitors, Trustees and agents, therein and thereby
Commanding and strictly enjoining the said Jesse K. Dubois
the persons before mentioned as heretofore traced.

May it please your Honors to grant unto your Orator the
Process Writ of Subpoena issuing out of and under the Seal of
Honorable Court to be directed to the said Jesse K. Dubois
James M. Asst and Elsie M. Willard therein and thereby
them and each of them on a certain day and under a certain
to be therein inserted personally to be and appear before the
of this Honorable Court at the Court Room in the City of Chicago
then and there to answer all and singular the premises and
to and where by satisfaction to be made and done
your Honors shall deem agreeable to equity and good
Conce your Orator will ever pray &c

Gallup & Schickel
Sols for Comptroller

Chas H. Burely
President

"State of Illinois }
County of Cook } S.

Augustus H. Burley being duly sworn
and says that he is the President of the Farmers Bank of
in the County of Wayne and State of Illinois the Corporation
the above Bill of Complaint and he has read the same
complaint and knows the contents thereof, that the same is
of his own knowledge except the matters and things stated
information and belief, and as to those he believes them to
Subscribed and sworn to before
me this 25th day of Oct. A.D. 1859. A. H. Burley."

Benjⁿ. E. Mallup

(Seal) Notary Public"

"Exhibit A"

"Whereas an act is hereto annexed do hereby certify
1st That I purpose establishing an Office of discount
and circulation and do hereby agree to become incorporated
terms and conditions and subject to the liabilities prescribed
the Act of the General Assembly of the State of Illinois
"The Act to establish a general system of banking" and the
assumed to distinguish such Association and to be used
dealings is the Farmers Bank.
2nd That its business is to be carried on in the Town
Fairfield, Wayne County, State of Illinois
3rd That the Capital Stock of the Association is One
dollar divided into Two thousand shares of One share
each.

4th That the name and residence of the respective
and the number of shares held by each are as follows

Chas^r H. Burley Chicago Illinois 10,000

5th That said Association shall commence on the fifth
day of May A. D. 1859 and terminate on the fifteenth
May A. D. 1884.

Given under my hand and seal this fourteenth
April A. D. 1859.

"A. H. Burley" (Seal.)

"State of Illinois
Wayne County } ss.

I B. B. Stocumb Clerk of the Circuit
and for said County do hereby certify that the
true and correct copy of a Certificate recorded in Book
303. of Mortgage records in my office

In testimony whereof I have hereunto set
my hand and Seal Official, at Springfield
22nd day of April A. D. 1859.

R. B. Stocumb. clk."

"State of Illinois
County of Wayne } ss.

Be it known that on this Twelfth day
October in the year of our Lord one thousand eight hundred
fifty nine at ten o'clock in the forenoon I Charles A.

4th That the name and residence of the respective
and the number of shares held by each are as follows

Chas^r H. Burley Chicago Illinois 10,000

5th That said Association shall commence on the fifth
day of May A. D. 1859 and terminate on the fifteenth
May A. D. 1884.

Given under my hand and seal this fourteenth
April A. D. 1859.

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"State of Illinois
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In testimony whereof I have hereunto set
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22^d day of April A. D. 1859.

R. B. Stocumb. clk."

"State of Illinois
County of Wayne } ss.

Be it known that on this Twelfth day
October in the year of our Lord one thousand eight hundred
fifty nine at ten o'clock in the forenoon I Charles A.

Notary Public duly commissioned and sworn, and sees
Fairfield in the County and State aforesaid at the presence
James W. Asst and Eliza W. Willard the owners and
thereof went with a package of Five hundred dollars of the
Circulating Bank Notes of the Western Bank located in the County
of Fairfield in the County and State aforesaid at the presence of the
numbers and letters given in the Schedule hereto annexed, and
then oblock in the forenoon of said day demanded of the said
said Bank, during the usual hours of business, between
of ten oblock in the forenoon and three oblock in the aft.
A. H. Burley the President thereof, and at the same time
said President the amount contained in said package, the
of said circulating Notes, in the legal Coin of the United States.
Then said A. H. Burley the President there and there
received of me one of the Bills contained in said package
redeem it in the Gold Coin of the United States, and
then said A. H. Burley the President there and there
stated that he would receive and redeem another
bills and redeem it, and also stated that he would then
to receive and redeem the bills contained in said package
one till the whole was redeemed, but refused to receive
package and redeem as a whole or to receive that or
bills as though they were a single obligation of that nature.

Whereupon I the said Notary at the request of the
M. Asst and Eliza W. Willard did protest, and by
presents do solemnly protest as well against the said
whom it doth or may concern for exchange, rebates,
Costs, charges, damages and interest by reason of the
of said circulating Notes.

And I the said Notary do hereby certify that
 same day and year above written due notice of the
 Protest was left at said Bank by me as follows.

Notice for A. H. Burley, the President of said Bank.

" for

" for

And I also certify that said notice was delivered to A. H. Burley, the President
 of said Bank, at the office and place of business of said Bank,
 of such Protest together with a copy of the Schedule
 annexed.

Seal.

In testimony whereof I the said Notary
 hereunto set my hand and affixed my
 Seal the day and year above written.

L. A. Beecher

Notary Public.

Pres. Notice 25 Cts. / Protest & record 50 Cts. Notices 25. Seal 25 Cts. certificates 25 Cts.

Schedule attached to above Protest.
 Copy.

Letter A. Peapack Bank Fines No 3

\$300

1103 4551. 4552. 4553. 4554. 4555. 4556. 4557. 4558. 4559. 4560. 4561. 4562. 4563. 4564. 4565. 4566. 4567. 4568. 4569. 4570. 4571. 4572. 4573. 4574. 4575. 4576. 4577. 4578. 4579. 4580. 4581. 4582. 4583. 4584. 4585. 4586. 4587. 4588. 4589. 4590. 4591. 4592. 4593. 4594. 4595. 4596. 4597. 4598. 4599. 4600. 4601. 4602. 4603. 4604. 4605. 4606. 4607. 4608. 4609. 4610. 4611. 4612. 4613. 4614. 4615. 4616. 4617. 4618. 4619. 4620. 4621. 4622. 4623. 4624. 4625. 4626. 4627. 4628. 4629. 4630. 4631. 4632. 4633. 4634. 4635. 4636. 4637. 4638. 4639. 4640. 4641. 4642. 4643. 4644. 4645. 4646. 4647. 4648. 4649. 4650. 4651. 4652. 4653. 4654. 4655. 4656. 4657. 4658. 4659. 4660. 4661. 4662. 4663. 4664. 4665. 4666. 4667. 4668. 4669. 4670. 4671. 4672. 4673. 4674. 4675. 4676. 4677. 4678. 4679. 4680. 4681. 4682. 4683. 4684. 4685. 4686. 4687. 4688. 4689. 4690. 4691. 4692. 4693. 4694. 4695. 4696. 4697. 4698. 4699. 4700. 4701. 4702. 4703. 4704. 4705. 4706. 4707. 4708. 4709. 4710. 4711. 4712. 4713. 4714. 4715. 4716. 4717. 4718. 4719. 4720. 4721. 4722. 4723. 4724. 4725. 4726. 4727. 4728. 4729. 4730. 4731. 4732. 4733. 4734. 4735. 4736. 4737. 4738. 4739. 4740. 4741. 4742. 4743. 4744. 4745. 4746. 4747. 4748. 4749. 4750. 4751. 4752. 4753. 4754. 4755. 4756. 4757. 4758. 4759. 4760. 4761. 4762. 4763. 4764. 4765. 4766. 4767. 4768. 4769. 4770. 4771. 4772. 4773. 4774. 4775. 4776. 4777. 4778. 4779. 4780. 4781. 4782. 4783. 4784. 4785. 4786. 4787. 4788. 4789. 4790. 4791. 4792. 4793. 4794. 4795. 4796. 4797. 4798. 4799. 4800. 4801. 4802. 4803. 4804. 4805. 4806. 4807. 4808. 4809. 4810. 4811. 4812. 4813. 4814. 4815. 4816. 4817. 4818. 4819. 4820. 4821. 4822. 4823. 4824. 4825. 4826. 4827. 4828. 4829. 4830. 4831. 4832. 4833. 4834. 4835. 4836. 4837. 4838. 4839. 4840. 4841. 4842. 4843. 4844. 4845. 4846. 4847. 4848. 4849. 4850. 4851. 4852. 4853. 4854. 4855. 4856. 4857. 4858. 4859. 4860. 4861. 4862. 4863. 4864. 4865. 4866. 4867. 4868. 4869. 4870. 4871. 4872. 4873. 4874. 4875. 4876. 4877. 4878. 4879. 4880. 4881. 4882. 4883. 4884. 4885. 4886. 4887. 4888. 4889. 4890. 4891. 4892. 4893. 4894. 4895. 4896. 4897. 4898. 4899. 4900. 4901. 4902. 4903. 4904. 4905. 4906. 4907. 4908. 4909. 4910. 4911. 4912. 4913. 4914. 4915. 4916. 4917. 4918. 4919. 4920. 4921. 4922. 4923. 4924. 4925. 4926. 4927. 4928. 4929. 4930. 4931. 4932. 4933. 4934. 4935. 4936. 4937. 4938. 4939. 4940. 4941. 4942. 4943. 4944. 4945. 4946. 4947. 4948. 4949. 4950. 4951. 4952. 4953. 4954. 4955. 4956. 4957. 4958. 4959. 4960. 4961. 4962. 4963. 4964. 4965. 4966. 4967. 4968. 4969. 4970. 4971. 4972. 4973. 4974. 4975. 4976. 4977. 4978. 4979. 4980. 4981. 4982. 4983. 4984. 4985. 4986. 4987. 4988. 4989. 4990. 4991. 4992. 4993. 4994. 4995. 4996. 4997. 4998. 4999. 5000.

4563. 4563. 4566. 4567. 4572. 4582. 4592. 4575. 4516.
 4505. 4506. 4556. 4578. 4594. 4620. 4562. 4565. 4573. 45
 4530. 4566. 4591. 4555. 4549. 4554. 4583. 4504. 4504. 450
 4570. 4514. 4577. 4521. 4523. 4533. 4543. 4544. 4546. 45
 4538. 4539.

And thereafter on the said Twenty sixth day of October
 Eighteen hundred and fifty nine there issued out of and under
 the Seal of said Court Peoples Writs of Exigentia and
 in said cause, on the Chancery side thereof, Writs of
 Writs with the Sheriffs Returns thereon returned, are
 words and figures following, to wit:

"State of Illinois,
 County of Cook } So

The People of the State of Illinois
 To Messrs. H. Dubois, Auditor of the State of Illinois
 Your attorneys, Solicitors, Agents and servants and to each
 every of them greeting:

Whereas it hath been represented to the Honorable J. H.
 Wilson one of the Judges of the Superior Court of Cook
 County and State aforesaid on the part of The People
 Complainant, in its certain Bill of Complaint exhibited to
 Judge and filed in said Court against you the said
 Dubois together with James, M. Asst and Elsie, et
 al. to be relieved touching the matters and things therein
 of. In which said bill it is stated among other things

4563. 4563. 4566. 4567. 4572. 4582. 4592. 4575. 4516.
 4505. 4506. 4556. 4578. 4594. 4620. 4562. 4565. 4573. 45
 4530. 4565. 4591. 4555. 4549. 4554. 4583. 4504. 4504. 450
 4570. 4514. 4577. 4521. 4523. 4533. 4543. 4544. 4546. 45
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 Eighteen hundred and fifty nine there issued out of and under
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 in said cause, on the Chancery side thereof, Writs of
 Writs with the Sheriffs Returns thereon returned, are
 words and figures following, to wit:

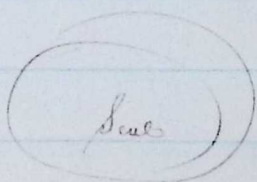
"State of Illinois,
 County of Cook } So

The People of the State of Illinois
 To Messrs. H. Dubois, Ancistr of the State of Illinois
 Your attorneys, Solicitors, Agents and servants and to each
 every of them greeting:

Whereas it hath been represented to the Honorable J. L.
 Wilson one of the Judges of the Superior Court of Chicago
 County and State aforesaid on the part of The People
 Complainant, in its certain Bill of Complaint exhibited to
 Judge and filed in said Court against you the said
 Dubois together with James, M. Asst and Elsie, et
 al to be relieved touching the matters and things therein
 of. In which said bill it is stated among other things

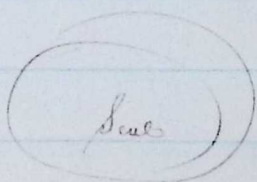
are combining and confederating with others to injure the
 touching the matters set forth in said bill, and that you
 and doings in the premises are contrary to Equity and
 conscience. And the said Judge having under his hand
 upon said Bill an Order that a Writ of Injunction issue
 said Court according to the prayer of said bill. The Court
 consideration thereof and of the particular matters in said
 set forth Do strictly command you the said Jesse, H. S.
 and the persons before mentioned, and each and every of
 that you do absolutely resist and refrain from giving
 any Warrant for that the circulation of The Farmers Bank
 redeemed out of trust funds in your hands: from selling
 to sell the public Stocks of the United States of America
 transferred by Augustus H. Burley to you; from causing
 circulation of said Bank by reason of any alleged
 redeem the circulating Notes of said Bank: and from taking
 measures to compel said Bank to redeem certain circulation
 of said Bank lately protested by Charles A. Beecher a
 public in and for the County of Wayne in the State of Michigan
 or to force said Bank into liquidation, until this Honorable
 Court in Chancery sitting shall make other order to the contrary
 And said not in the County of Wayne the said Bank
 in the State of Michigan to be in violation of the
 due form of law.

Witness Walter Humbolt Clerk of our Court
 and the Seal thereof at Chicago in



are combining and confederating with others to injure the
 touching the matters set forth in said bill, and that you
 and doings in the premises are contrary to Equity and
 conscience. And the said Judge having under his hand
 upon said Bill an Order that a Writ of Injunction issue
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 consideration thereof and of the particular matters in said
 set forth Do strictly command you the said Jesse, H. S.
 and the persons before mentioned, and each and every of
 that you do absolutely resist and refrain from giving
 any Warrant for that the circulation of The Farmers Bank
 redeemed out of trust funds in your hands: from selling
 to sell the public Stocks of the United States of America
 transferred by Augustus H. Burley to you; from causing
 circulation of said Bank by reason of any alleged
 redeem the circulating Notes of said Bank: and from taking
 measures to compel said Bank to redeem certain circulation
 of said Bank lately protested by Charles A. Beecher a
 public in and for the County of Wayne in the State of Michigan
 or to force said Bank into liquidation, until this Honorable
 Court in Chancery sitting shall make other order to the contrary
 thereof laid out in the form of what the law requires
 in the shape of an injunction to be made in
 due form of law.

Witness Walter Humbolt Clerk of our Court
 and the Seal thereof at Chicago in



County this 26th day of October A. D. 1859.

Walter Kimball, Clerk."

Endorsed

"Served this writ on the within named Jesse
by delivering a true copy thereof to him this 27th
1859.

Sheriff."

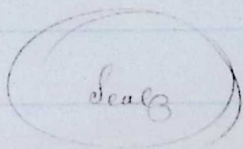
"State of Illinois
County of Cook } ss.

The People of the State of Illinois to the
of Sangamon County, greeting:

We command you that you summon Jesse K. S.
M. Adair and Eliza H. Killard if they shall be found
County, personally to be and appear before the Judge
Chicago, of said County of Cook on the first day of the
term thereof to be holden at the Court House in the City
in said County on the first Monday of November next
unto the Refers Bank in its certain Side of Complaint
in the said Court on the Chancery Side thereof.

Thus have you then and there this writ, with
Endorsement thereon in what manner you shall have
the same.

Witness Walter Kimball Clerk of our
and the Seal thereof at the City of
aforesaid this 26th day of October A.
Walter Kimball, Clerk



"Served this writ on the within named Dees, H.
delivering a Copy thereof to him the 24 day of October
J. B. Perkins - Sheriff."

"State of Illinois
County of Cook } Se
The People of the State of Illinois to the
of said County greeting

We command you that you summon Dees, H. Du.
Mr. Adit and Eliza H. Willard if they shall be found
County, personally to be and appear before the Superior
Chicago of said County of Cook on the first day of the
thereof to be holden at the Court House in the City of
said County on the first Monday of November next
unto the Reapers Bank in its certain Side of Compliance
the said Court on the Chancery Side thereof.

And have you then and there this writ with
indorsement thereon in what manner you shall have to
the same.

Witness Walter Kimball, Clerk of our said
and the Seal thereof at the City of Chicago
Seal.) Nov. this 24th day of October 1881

"Served this writ on the within named James, M. Adit
H. Willard by delivering a Copy thereof to each of them, the
defendants not found in my County this 24th day of October
John Gray Sheriff. by A. L. Herwig. Det

And thereafter to wit on the day of
thousand eight hundred and fifty nine came the said
by Harker, Van Arman & Decker their Solicitors and filed
Affidavit of the Clerk of said Court. Their answer to
the words and form of the said bill.

"State of Illinois

Superior Court of Chicago

The Farmers Bank

vs

James M. Adair, Clerk

W. H. Sears and Geo. B.

Dubois

In Chancery.

The joint and several answer

of the above named defendants to the Bill of

of the above named complainant.

These defendants paying and reserving to themselves
exceptions to the many errors and insufficiencies in said bill
for answer thereto or to such parts thereof as these defendants
advised is material for them to make answer unto answer.

They admit that the said Corporation is organized and
doing business under the general Banking Laws of the
Illinois and that Augustus H. Burley for the purpose of
under such Laws has deposited with the Auditor of the
Illinois, Stocks of the United States to the amount of
One hundred thousand dollars as in said bill alleged.

These defendants also admit that the said Auditor

and countersigned circulating Notes to the amount of Ten thousand dollars payable at the Office of said Complainant in Fairfield in the County of Wayne and State of Illinois on the same to the said Complainant to be circulated as is alleged.

These defendants further answering admit that said Bank on the fourteenth day of April A. D. 1859 made and executed certificates required by Section Seven of the Act Rescued as General Banking Law of the State of Illinois that a true and such certificate is annexed to said bill, that such certificates acknowledged and was recorded in the ^{office} of the of said County of Wayne and that Copies thereof were of the Office of the Secretary of State and of the Auditor of that thereupon the said Complainant became a body under the General Banking Law of the State of Illinois amendments thereto made.

These defendants further answering admit that the said Complainant is established in the Town of Fairfield in the County of Wayne and State of Illinois, and that the said is the President and Frederick H. Clapp is the Cashier of Complainant Bank.

These Defendants admit that a portion of the said circulating Notes of the Complainant have been issued and circulated as such and have been used and circulated as such.

These Defendants further answering admit that on the twelfth day of October A. D. 1859 these defendants James and Eliza H. Nelson were the owners and holders of a of Five hundred dollars of the circulating Notes of the

Complainant and that at Ten o'clock in the forenoon
Charles A. Beecher, a Notary Public residing at Evanston,
presented the same at the office of said Complainant and
to said Burley, President and acting teller of said Corporation
amount thereof and demanded the redemption thereof in the
Coin of the United States, but these defendants, being that the
Complainant tendered to these defendants Gold and Silver
redemption thereof, the Gold Coin of the United States and the
defendants say that on the presentation of said package of bills
for redemption by said Charles A. Beecher, agent of said
Hilliard, in the legal Coin of the United States as aforesaid
said Burley, President and acting teller of said Corporation
offered to receive of said Beecher one of the bills contained
said package and to redeem it in the Gold Coin of the
States and that after he said Burley had redeemed the
Burley, stated he would receive another of said bills
it, and also stated that he would thus continue to receive
redeem the bills contained in said package one by one
which was redeemed, but refused to receive said package
redeem it as a whole, or to receive hereat or redeem said
though they were a single obligation of the amount of
hundred dollars

These defendants admit that they caused the said
said package to be protested for nonpayment by the said
A. Beecher a Notary Public of the said County of Cook
that such protest and the notes accompanying the same
presented to this Defendant Dubois the Auditor of the
Illinois and filed in his Office and that a copy of the

delivered to the said Augustus H. Burtley President of the
Complainant Bank and that a true copy is also attached
Bill of Complaint.

These defendants further answering admit that the said
Complainant was notified by this Defendant Dubois Auditor
aforesaid to pay said protest notes with interest and costs
thereon from the date of such protest, together with costs
protest fees and expenses as in said Bill is alleged.

And these defendants further answering say that the
Defendants Willard and Adair have requested the said
Dubois, Auditor as aforesaid to proceed to sell the said
deposited with him by said Complainant and to pay
Complainant Bank into liquidation.

That these defendants deny all unlawful combinations
confederacy in said Bill charged, without that any charge
or thing material or necessary for these defendants to maintain
and not herein or hereby well or sufficiently answered
confessed or avoided traversed or denied is true to the knowledge
belief of these Defendants.

All which matters and things these Defendants are ready to
verify and prove as this Honorable Court shall direct and
may to be hereunto duly sworn and attested by the
in that behalf most wrongfully sustained.

Walker, Van Arman & Doctor
Sols. in Defs."

And hereafter there was filed in the Office of the
said Court a certain Stipulation in said Cause, in the
figures following to wit:

"The Farmers Bank

— (v) — Superior Court of Chicago
Bertha H. Holland, Lams In Chancery
M. Cassit & Levee H. Debris

It is hereby stipulated and agreed in the
Cause that the facts & circumstances relating to and connected
with the presentation, demands of payment and protest of the
protested Notes as set forth in the answer filed in said Cause
and in the Copy of the Notaries Protest attached to said Cause
true and are to be for consideration upon the hearing of the Cause.

Chas Hitchcock

Atty for Comt:

Walter Van Arman & Porter

Solrs for Debris.

And thereafter to wit on the seventeenth day
A.D. eighteen hundred and fifty nine, came the said
Dubois, and filed in the Office of the Clerk of said Court
certain Affidavit in said cause in the words and to the
tenor as follows:

Reapers Bank
— (w) —
Jesse H. Dubois, In the Superior Court of Chicago
James M. Harris
v. Bliska, Th. Hicard

Jesse H. Dubois being duly sworn
says that the Answer on file in this cause was not filed
his authority or consent - that the Attorneys and Solicitors
prepared and filed the same are not and were not
authorized by him to file said answer or any answer
in this cause and are not and were not his attorneys
Solicitors herein, and affiant states that said answer is
answered and he disclaims the same. Affiant supposes
answer so far as the use of his name therein is concerned
made under misapprehension and mistake on the part of
Solicitors who filed the same as to their authority to appear
affiant,

Affiant states that the allegations of the Bill of the
Complainant herein in reference to the presentation of the
same is described for payment to the Complainant and
proceedings and protest thereon by the Attorney Public on
said Bill he believes to be substantially correct as stated

However, that the allegations of said Bill, that affiant of Public Accounts for the State of Illinois had notified complainant to pay said Note, with Twelve Two Cent interest thereon, with Costs, protest fees and expenses is unfounded in fact and is untrue, as is the further statement and allegation of said Bill, that affiant is about to freeze the Public Stocks deposited in his office as security for circulation of the issues of said complainant on account of said Protest and alleged failure to pay under the same.

Affiant states the fact to be that a Protest of 1 and a description set forth in complainant's Bill herein, and a protestant's true copy he believes to be filed with him, was received by affiant as Auditor of Public Accounts for the State of Illinois, and the Notes therein described have protested were received by him in his said office. Affiant states that he refused to act upon said Protest in any manner, rejected the same and returned to Messrs. Adair and Willard their Agent the Notes aforesaid described in and accompanying the same annexed to said Protest. And affiant never in any way gave complainant to understand or believe that he would or would not act upon said Protest to sell the Stocks transferred to him as aforesaid. And affiant desires to answer him and his agents as to the facts herein stated in the following manner:

Very Respectfully,
Jesse H. Dubois.

"State of Illinois
City of Springfield, Mo.

I O. H. Miner a Notary Public within

the City of Springfield hereby certify, that on this first
December A.D. 1859 before me personally came Jesse
Chadler of Public Account and subscribed and made cat-
fegoring Affidavit

In testimony whereof I have hereunto

my hand and seal of said

and of said

G. H. Miner - A. J.

And afterwards to wit on the seventeenth day of
(being one of the days of the December Term of said Court)
the year of our Lord one thousand eight hundred and
the following proceedings were had in said Court and
of record in said Court, to wit,

" Reapers Bank

(vs)

Jesse K. Dubois, James

M. Adair and others

vs
H. Willard

In Chancery

The defendant Jesse K. Dubois
filed his affidavit herein disclaiming the answer heretofore
herein purporting to be the joint answer of all the Defendants
and disclaiming the authority of the Solicitors who filed
to appear for him, It is ordered that said joint answer
stipulation filed herein, be taken and considered for an
answer and stipulation of the defendants Adair & Willard

not as the Answer of said Defendant Dubois, and his appearance herein thereby made is vacated, and Dubois being made answer instantly not answering default is entered

And afterwards to wit on the Fourth day of Jan (being one of the days of the said January Term of said in the year of our Lord one thousand eight hundred the following further proceedings were had in said cause entered of record in said Court to wit.

The Reapers Bank

vs. H. K. Dubois, James

M. Adair and others

H. Williams

In Chancery.

It is ordered adjudged and decreed that the order enjoining the Defendants and their Agents and heretofore entered in the above cause be continued and made perpetual upon the Complainant's depositing in the Office of H. Dubois the Auditor of State the legal Lien of the United States for the redemption and payment of the sum described in said Note of Complaint together with interest thereon from the date of the protest thereof, and all and protest fees and expenses within Five days from the date of this Decree, or if appeal shall be perfected in said cause within Five days from notice of the affirmation of such

by the Supreme Court of the State of Illinois upon appeal
same shall be so affirmed, and that in default of such
the Complainant's Bill be dismissed.

And thereafter to wit on the twentieth day of January
Eighteen hundred and sixty came said Complainant and
in the Office of the Clerk of said Court, his Appeal Bond in
Cause, in the words and figures following, to wit:-

'Know all Men by these Presents that the Masters Bank
principals and Co. Aiken as security all of the County of Cook
State of Illinois are held and firmly bound unto Elisha H.
Hillard James M. Adsit and Jesse H. Dubois in
of Two hundred dollars lawful money of the United States
payment of which said sum well and truly to be made
ourselves our heirs executors and administrators jointly
severally by the presents.

Witness our hands and seals this First
January A. D. 1860.

The condition of this obligation is such that
in a certain cause heretofore brought in the Superior Court
Chicago, on the Chancery side thereat, wherein the said Masters
Bank is Complainant, and the said Elisha H. Hillard,
Adsit and Jesse H. Dubois are defendants, a final decree
the day of January A. D. 1860 made by said Court
the said Masters Bank and in favor of the said Elisha H.
James M. Adsit and Jesse H. Dubois from which said

to be approved by a Judge of this Court - said Bond
filed within ten days from this date.

And thereafter to wit on the Twentieth day of January
Eighteen hundred and Sixty seven the said defendant
and filed in the Office of the Clerk of said Court, his appeal
in said cause, in the words and figures following to wit:

"Know all Men by these Presents that we, J. H. [unclear]
[unclear] of the State of [unclear] and [unclear],
firmly bound unto The Farmers Bank and its successors
the sum of Two hundred dollars for the payment of
bind ourselves our heirs executors administrators and assigns
severally and jointly by these Presents. Witness our hand

of the said Court the said Keapers Bank has prayed an
 the Supreme Court of the State of Illinois, which has

Now therefore if the said Keapers Bank shall duly
 paid appeal with effect and moreover shall pay the costs
 decreed costs interest and damages rendered and to be rendered
 against it in case the said decree shall be affirmed in the
 Supreme Court then the above obligation to be void otherwise
 remain in full force and effect.

The Keapers Bank

Approved by me this
 4th day of January
 A.D. 1860

by A.H. Bailey, Presnt.

A. H. Bailey

E. H. Allen

John M. Nelson C.J.

of the Superior Court of Chicago."

And thereafter to wit, on the ^{four}~~seventh~~ day of
 A.D. eighteen hundred and sixty the following proceedings
 had and entered of record in said Court to wit,

"The Keapers Bank

— (vs) —

James H. Dubois Auditor of

vs of Inf.

James M. Adams and Eliza

In Chancery

It is ordered

And now at this day

Dubois Auditor of the State of Illinois one of the
 herein and prays an Appeal to the Supreme Court
 order and decision of the Court entered in this cause
 Appeal is allowed by the Court on said case of
 Auditor of filing Bond in the sum of Two hundred

of the said Court the said Keapers Bank has prayed an
 the Supreme Court of the State of Illinois, which has

Now therefore if the said Keapers Bank shall duly
 paid appeal with effect and moreover shall pay the costs
 decreed costs interest and damages rendered and to be rendered
 against it in case the said decree shall be affirmed in the
 Supreme Court then the above obligation to be void otherwise
 remain in full force and effect.

The Keapers Bank

Approved by me this
 4th day of January
 A.D. 1860

by A.H. Bailey, Presnt.

A. H. Bailey

E. H. Allen

John M. Nelson C.J.

of the Superior Court of Chicago."

And thereafter to wit, on the ^{four}~~seventy~~ fourth day of
 A.D. eighteen hundred and sixty the following proceedings
 had and entered of record in said Court to wit,

"The Keapers Bank

— (vs) —

James H. Dubois Auditor of

James M. Adams and Eliza

W. H. Adams

vs. Inf.

In Chancery.

And now at this day

Dubois Auditor of the State of Illinois one of the
 herein and prays an Appeal to the Supreme Court
 order and decision of the Court entered in this cause
 Appeal is allowed by the Court on said case of
 Auditor of filing Bond in the sum of Two hundred

Seals this 16th day of January A.D. 1860.

The condition of the above obligation is such that when
said Reapers Bank at the January 1860 term of the Sup-
of Chicago, obtain a decree perpetuating an injunction against
about burden said H. Dubois Crichton & Co. from
the said H. Dubois Crichton & Co. from
the Supreme Court of the State of Illinois.

Now if the said H. Dubois Crichton & Co. shall
present said Appeal with effect and without delay and shall
moreover comply with the requisitions of said decree of the
Superior Court, and shall also pay all such costs and
damages as may be awarded against him in case the
Decree shall be affirmed by the said Supreme Court, then the
obligation to be void, otherwise to remain in full force and effect.

H. Dubois Crichton & Co.
S. D. Logan (Seals)

Approved by me

John M. Nelson & Co.

of the Superior Court of Chicago.

Seals this 16th day of January A.D. 1860.

The condition of the above obligation is such that when
said Reapers Bank at the January 1860 term of the Sup-
of Chicago, obtain a decree perpetuating an injunction against
about burden said H. Dubois Crichton & Co. from
the said H. Dubois Crichton & Co. from
the Supreme Court of the State of Illinois.

Now if the said H. Dubois Crichton & Co. shall
present said Appeal with effect and without delay and shall
moreover comply with the requisitions of said decree of the
Superior Court, and shall also pay all such costs and
damages as may be awarded against him in case the
Decree shall be affirmed by the said Supreme Court, then the
obligation to be void, otherwise to remain in full force and effect.

H. Dubois Crichton & Co.
S. D. Logan (Seals)

Approved by me

John M. Nelson & Co.

of the Superior Court of Chicago.

State of Illinois }
 Cook County . . } ss.

Walter Kimball Clerk of the Supreme Court of Cook County, within and for the County of Cook in the State of Illinois Do hereby certify the above and foregoing to be a true and correct Transcript of the papers now on file in my office, together with all orders and decrees entered of record in said Court in a certain suit therein, in the Chicago Circuit Court wherein The Farmers Bank was Complainant and James M. Adair and Eliza H. Willard were Defendants.

In testimony whereof I have hereunto set my hand and affixed the Seal of said Court at Chicago in said County the 11th day of February A. D. 1860.

Walter Kimball Clerk



In the Supreme

This Court

April 10, 1880

The Reapers Bank

vs
Jesse K. Dubois

Elisha W. Willard

+ James M. Adair

And now comes the said The Reapers Bank by Charles Hitchcock its Solicitor, and that in the records and proceedings aforesaid there is a manifest error in this, to wit:

The Court erred in not decreeing a perpetual injunction.

Wherefore the said Complainant prays that said decree may be annulled, reversed and set aside, and that it may be restored to the right it has lost thereby.

Gallup & Hitchcock
Solicitor for Complainant

275
State of Illinois
Cook County
Superior Court of Chicago.

The Reapers Bank

vs

Jesse H. Dubois et al

Record.

Filed Apr. 19. 1860
L. Deland
Clk.