

14185

No. _____

Supreme Court of Illinois

Thomas, Trustee.

vs.

Olney et al.

71641  7

No 27

November 1854

Wm Thomas, Treasurer
of the Bank of Illinois

of the State of Illinois

to the order of the Treasurer

~~14170~~

Opinion by
Carter J.

14185

Discor Affirmed

State of Illinois,
Wardin County, ss.

Sheweth that before the Honorable
William M. Parrish, Judge of the 3^d Judicial
Circuit in the State of Illinois and presiding
in and for the County of Wardin at the County
house in Elizabethtown on the 15th day of Sept-
ember in the year Eighteen hundred and fifty
four. To-wit:

William Thomas, Trustee,
of the Bank of Illinois. Complainant

against Bill to foreclose.

John Allen, Thomas, S. D. Herod,
Alexander Kirkpatrick, Alexander,
Sherah, George Bate, John,
L. Jones, Alva C. Saul andingham,
John S. Richeson, John T. Jones,
Edmund S. Nickelson, Orval
Pool, Catherine Wilson, Admin-
istratrix of Harris or Wilson. Defendants.
James W. Wilson, Henry S. Wilson
Thuford, D. Wilson, Emma, Susanna,
Randa, John E. Randa, Vera,
Ann Mc King George, W. M. King,
Joyce D. Posey, Mary Graden,
John E. Hall, Mary E. Horns,
Sarah A. Sawyer, Thomas R. Sawyer

That on the twelfth day of August A.D. 1854
the clerk of the Circuit Court of Gallatin County
Illinois, to-wit: [Name] to the clerk of the Wardin
Circuit Court, of aforesaid, a transcript of the
Record and the original papers of the cause
above entitled to be filed and proceed

on in the best named courts, as follows.

On the Baltimore Circuit Court, July Term 1852.
Case held before Hon. Samuel West
Marshall, Presiding Judge.

W. E. Mudding 5th July 1854.
William Thomas, Trustee,
of the Bank of Illinois

And,
John Almy, Thomas H. Wood,
Alexander Kirkpatrick, Alexander
Alexander George Beck, John,
F. Jones Oliver Warland, Virginia,
John D. Richardson, John P. Jones,
Edmond S. McKelison, Orval Pool,
Katherine Wilson Administratrix
of Morris on Wilson, James,
L. Wilson, Henry S. Wilson,
Bluford W. Wilson Emma,
Encinda Reardon, John,
E. Reardon, Lora Ann McKernig,
George George W. McKernig,
Lloyd J. Fosdy, Mary Gordon,
John C. Gosall, Melny E. Morris,
Sarah A. Sawler, Thomas,
R. Sawler.

The Judge of this Court, having
been interested in the subject matter, of
this suit as counsel and ally. It is ordered
that the same, should be charged to Harding
County Illinois, and the clerk is ordered, to
make out a copy of the record herein
and transmit the same together with the

3. original papers, in the cause to the
Clerk of the Circuit Court of ^{the said county of} ~~Ward~~ ^{Ward},
State of Illinois.

Ballwin County, Ill.

I, John E. Hall, Clerk
of the Circuit Court of said County, do certify
that the foregoing is a true copy of the
order and proceedings had in the above
entitled cause as appears from the
Records of my office, and that the ac-
companying papers are all of the files
and original papers of said cause.

Given under my hand and the
Seal of said Court at ~~Shawneetown~~
~~Shawneetown~~ Shawneetown on this the
12th day of August, AD 1854
J. E. Hall, Clerk

Original Bills

State of Illinois
Ballwin County, Ill.

To the Honorable the Judge
of the Circuit Court of said County, sit-
ting, as a Court of Chancery, Your Complain-
ants, William Thomas, Trustee of the
Bank of Illinois, Justly complaining
shows and states, to your Honor, that in
the year Eighteen hundred and thirty
seven, an application was made to the
Stock Holders, of the Bank of Illinois
by the Citizens, or Corporation, authorities
of Shawneetown, for a loan of money to
pay for grading and paving with Rock, the

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River Bank, opposite to or in front of said town, so as to protect the said Bank from the invasions of the River, and prevent the same from falling in, or washing away. And at a meeting of said Stock Holders held on the twenty sixth day of July Eighteen hundred and thirty seven a resolution was adopted; authorizing the Directors of said Bank, to loan, to the Trustees of Shawmuton, in their corporate ~~authority~~ capacity, for the term of ten years, the sum of Twenty thousand dollars, at an interest of six per cent. per annum, payable annually, with five per cent of the principal, upon satisfactory security being given for the payment of said debt with the but not as being then, the money to be advanced by the bank, as required for use and interest to be computed on the several sums, from the date when paid to the order of said Trustees. The terms and conditions upon which a loan could be obtained, being known, to the trustees of said town as well as the proprietors and owners of the lots situated on the River, a bond or note of said trustees instructed, to bind the corporation was prepared to be executed, for said sum of Twenty thousand dollars whenever the loan was made - a Mortgage was also prepared, dated 27 August 1837, to be executed by many of the owners of lots, on the River Bank, as might be willing to the arrangement by which bond or note, the corporation of Shawmuton, was

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to be bound to pay said Twenty thousand dollars, and interest thereon as aforesaid and the lots and parts of lots, of those executing the mortgage were to be held as security for said payments, the mortgage with truly, the contracts for the same, as finally agreed on by the directors of said Bank, on the Eighteenth of January Eighteen hundred and thirty eight, at a meeting of the board of directors of said Bank. The Trustees of Shawmutown, presented to said board, the bond or note, for said as aforesaid of that date payable the first of January Eighteen hundred and thirty nine, also the mortgage, for said as aforesaid, executed by sundry proprietors of lots, dated 27th of August 1837, and said board of directors then agreed, to make the loan, aforesaid, upon the terms and conditions specified in said note, and mortgage, all which will appear, by an order of said board a copy of which is herewith filed, as part, of this bill. Marked, A. The parties executing the mortgage, aforesaid, by the "writs" of "proprietors" of lots in Shawmutown, and claimed the right to convey, or create a lien upon, and therefore included in said mortgage, lots and parts, of lots, as follows: Thos. Eddy, the North half, of Ebon hundred and Ninety, John Marshall, the South half of Ebon hundred, and Ninety, The whole of Ebon hundred, and ^{Eleven hundred and} fifty, Ebon, and Twenty six, of Ebon, hundred, and thirty seven, Alex. Kirkpatrick, Ebon

hundred and sixteen. Elvour hundred and
 sixteen. Thirty feet $11/100$ of Elvour hundred
 thirty seven, and twenty six feet $7/100$ of
 Elvour hundred and thirty eight. William A
 Doker. Elvour hundred fourteen. Elvour
 hundred and forty two. Elvour hundred
 and forty three. Paul Elvour hundred
 and fifty five. James O'Vloo. the south
 half of Elvour hundred and thirty eight
 Michael Jones. Elvour hundred and
 forty one.

Calvin Boda. Eighty ^{three} feet of Elvour
 hundred, and fifty five. Paul Sevintem
 feet of Elvour hundred, and sixty.
 Thomas Morris. twenty one feet of Elvour
 hundred and fifty five.

Thomas Puddick. Elvour hundred, fifty seven
 John Simwick. Elvour hundred fifty.

Cosah Pool, Elvour hundred and fifty
 two, and Elvour hundred, fifty three. Thomas
 G. Vaught. Half of Elvour hundred and
 fifty six.

James Wier. Elvour, hundred, and fifty eight
 Parmuis Redman, twenty seven feet
 $28/100$ of Elvour. Hundred, and sixty.

Edward D. Nickelson, Sixty feet of Elvour
 hundred, and sixty.

Washington, A. G. Posey. Elvour hundred
 and sixty one.

Moses M. Pawling. Elvour hundred
 and thirty nine.

John Marshall, and Henry Eddy, Adm-
 inistrators of the estate of Samuel Marshall
 Elvour hundred and fifty.

Parmasian Redman. Thomas Morris.

my
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and Henry Eddy, Guardians for the heirs of John S. Ebbitt Elson, hundred forty four, Alexander Reid, Guardian for the heirs of James Reid, twenty six feet 11/100 of Lot Elson hundred, and forty nine all which will appear by affidavits to said mortgage may be produced to the court, whenever required, a copy of which is herewith filed marked &c. as part of this bill - your complainant charges that said mortgage sets forth, truly, and fairly, the contract for said loan, and the nature, and extent of the loan created upon the lots and parts of lots therein described as well as the liability of the Mortgagees said Mortgage was recorded by the recorder of Gallatin County, on the fifth of December, eighteen hundred and forty three.

Your complainant states, that the lots situated on the Bank of the Ohio River in front of said town, from the south side of North second Street to a point opposite to the same corner, of in lot Elson hundred and sixty one and known and designated on the plot of said Shawnee town by their numbers, and Area in front, as follows.

Number	1119.	104 feet.	28/100
Number	1116.	52 feet	14/100
"	1115.	52 feet	14/100
"	1114	104 feet.	28/100
"	1137.	1135 1139. 1140. 1141. 1142. 1143.	
"	1144.	each 52 feet	14/100.
1147.	1148.	1149.	1150.
		each 52 feet	14/100

1102, 1153. Each \$0²⁴ Feb 28/100

1155, 1156, 1157, 1158. Each 52 Feb 14/100.

1160, 1161, Each 10²⁴ Feb. 28/100.

As will appear by reference to the plot of said down a copy of that part thereof which embraces the lots of aforesaid which with filed, marked, is the whole length of the said contemplating grading and paving on the River Bank, was seventy two hundred eleven feet, and forty five hundredths of which the street and alleys passing to the river consist of three hundred seventy four feet 88/100

Your complainant states that in pursuance of said contract of loan the said Bank opened an account with the Trustees of Shelton town and commenced paying the orders, or checks of said Trustees as the money was required for use. The first payment was made on the 19th day of January, eighteen hundred and thirty eight, and subsequent payments were made from time to time, until the 26th of January, eighteen hundred and thirty nine, when a payment of three thousand dollars was made, which when added to the sums previously paid, made the total twenty two thousand, six hundred and twelve dollars eight cents. — all which will appear by reference to a copy of the account of said Bank against the said Trustees herewith filed in Rule D, as part of this bill, also, by the order

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or checks of said Trustees, now ready to be produced to the Court, a list of which, showing the date, November, to whom payable, date of payment and the amount, of each here with filed as part of this bill. Market, &c. For Twenty thousand dollars only of said sums of money, had the bank any security except the liabilities of the Trustees; upon their order, paid, as before said.

Your Complainant states, that the money loaned, and advanced, as aforesaid, was used by the Trustees of the town, in grading and paving with stone the River Bank in front of said town, as provided for in the contract for the loan. It was so used, under the directions of the Trustees, and with the knowledge and approbation of the Mortgagees aforesaid. The actual cost of the improvement was Twenty eight thousand dollars and a half sum, would not have protected and defended the town, against the invasion of and encroachments of the River. Your Complainant further charges that by said improvement the River Bank has been defended and protected from falling in. And the Mortgagees have enjoyed the benefit thereof, without some such expense and protection the tier of lots, on the bank of the River would as was believed very soon have fallen into the River, and there were well grounded fears, that nearly the whole of the town, would be swept away.

At the time of said expenditures the population of Shawmut numbered about

Ten thousand inhabitants. The number of Town lots, was the tier of lots on the Banks of the River with the improvements thereon, were estimated to be worth, at least one hundred and fifty thousand dollars. The taxable property, in the town, was equal to three hundred ~~and~~ thousand dollars. By a proper and reasonable exercise of the taxing power, the Corporation could have paid the whole cost of said improvement within the ten years. The Wharfage or tax upon Boats alone, would have paid the interest on said sum and have kept the grading and paving in repairs.

At the date of the last payment on account of said loan, the accruing interest should have been paid, and the Trustees of the town have stood indebted to the Bank, the Twenty thousand, payable according to the contract, as set out in the mortgage, aforesaid, but no such payment, was then made.

Your Complainant, further states, that he is advised, and he so charges, that John Marshall, and Henry Eddy, who signed said mortgage in respect to lot Eleven hundred, and forty, as administrators of the Estate of Samuel Marshall, deceased, had no right or authority, in law, to bind, or create a Lien upon said lot, that Perminus Redman, Thomas Morris, and Henry Eddy, who signed said mortgage in respect to lot Eleven hundred and

forty four, as Guardians for the heirs of
 John Scobee, deceased, had no rights, or au-
 -thority in law to bind or create a lien
 upon said lots, as against said heirs and
 that Alexander Reed who signed said Mo-
 -rtgage in respect to a part of lot Eleon
 hundred and forty nine, as Guardian for the
 heirs of James Reed had no right or authori-
 -ty to bind, or create, a lien upon said lots,
 and that therefore the said Mortgage, in respect
 to the lots aforesaid is inoperative and
 void. Your Complainant further states,
 that William A. Overen, Mortgagor, paid
 to Albert G. Caldwell, one of the assignees
 of said Bank, the amount chargeable
 against him as mortgagor, of lots
 Eleon hundred and fourteen, Eleon hun-
 -dred and forty two, Eleon hundred forty three
 and Eleon hundred and fifty five,
 and that said lots, were, and are relea-
 -sed from the operation of said Mortg-
 -age. Your Complainant further states,
 that John Marshall, has paid to him, by the
 conveyance of a Quaker section of land,
 the amount of chargeable against him as
 mortgagor of Eleon hundred and eighteen,
 part of Eleon hundred and ~~thirteen~~ ^{thirteen}, and
 part of Eleon hundred, and fifty seven
 and that said lots, are released from
 the operation of said Mortgage.

Your Complainant further states
 that the eighty three feet of Eleon hundred
 and fifty five, and seventeen feet of
 Eleon hundred and sixty, mortgaged,
 by Calvin Gould, - had been previously

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mortgaged by said Goble, to the said Bank of Illinois, and was bound as security for money loaned said Goble - that said parts of lots have been sold to satisfy said previous mortgage, without producing a sum sufficient for that purpose. And the lien upon them has become and is of no value whatever. - Your Complaint and further states, and charges, that ^{the} lots and parts of lots, upon which the said mortgage of the proprietors of lots in Shawnee town now operates, and upon which valid liens exist are the following.

The North Half of Eleven hundred and ninety held in fee by Thomas S. D. Herrod, as remote grantee from Henry Eddy. The South Half of Eleven hundred and ninety, held by John Olney, as remote grantee from John Marshall. Eleven hundred and sixty.

The North half of Eleven hundred and thirty eight, held in fee by Alexander Kirkpatrick Mortgage.

The South half of Eleven hundred and thirty eight held in fee by Alexander Frazer, title derived from James C. Sloo, Mortgage.

Thirty eight feet 14/100 of Eleven hundred and thirty eight held in fee by George Beck whose title is derived from Alexander Kirkpatrick Mortgage. Eleven hundred and forty are held in fee by John F. Jones, whose title is derived

from Michael Jones. Mortgage. Eleven hundred and fifty and Eleven hundred and fifty two. held in fee by Orval Pool Mortgage. Eleven hundred and fifty six held in fee by. Oliver C. Vauvauvau - my name who derives title from Thomas J. Raughter. Mortgage -

Eleven hundred and fifty three. held in fee by John D. Stephenson and John D. Jones, who derives title from Orval Pool. Sixty feet of Eleven hundred and sixty feet held in fee by Edward D. Nickelson Mortgage.

Twenty seven feet of Eleven hundred and sixty. held by Daniel H. Wilson. Henry S. Wilson. Blanford B. Wilson. Anna S. Sweeney. Reuben. John E. Reuben. her husband. Heirs of Horatio Wilson. Mortgage -

Eleven hundred and sixty one held in fee by ^{Isaura} Ann M. Craig, wife of George W. M. Craig, heir of Washington A. S. Possey and as subsequent mortgage - or by Loyd D. Possey. Eleven hundred and fifty eight held in fee by Mary Greenwood. heir of James Greenwood who derives title from James Wier. Mortgage -

Eleven hundred and thirty nine held in fee. the undivided half by John E. Hall. the undivided fourth by Mary E. Morris. and undivided fourth by Sarah A. Sawler and Thomas R. Sawler her husband. who derives the title from Mass. M. Rollings. Mortgage each. and all of said persons owns

of said lots and parts of lots, obtained title subsequent to the date of the said mortgage, to the Bank and into notice of the same - and the several Mortgages from whom said owners derive their titles as aforesaid, have severally granted and conveyed all the estate, right and titles remaining in them at the date of their sales.

Your Complainant further states, that on the thirteenth day of March Eighteen hundred and thirty nine, the said Bank agreed to loan to the said Trustees of Shawmut, Twenty Thousand Dollars, provided that amount should be required for the purpose of continuing the improvements of the streets and alleys of said town, to be drawn from the Bank, by the said Trustees, when needed for the payment of said work, and interest to commence on each sum, from the time of the avancement thereof - the fact of which loan, and the terms thereof, will appear by reference to a copy of the order of the Board of Directors, admitted filed marked B as part of this bill - this ~~fact~~ ^{loan} is charged, had no connection whatever with the former loan, and the only security taken for the same, was the Corporation of Shawmut, the money was loaned to be used, in improving the streets and alleys, whereas, the money previously loaned, was used in grading and paving with Rock, the River Bank, in front of the Town, upon the loan last made -

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only Fifteen Thousand five hundred and forty Dollars thirty six cents. advanced and used.

Separate accounts now kept by the Bank of the money advanced on said two sums. An account was also kept by said Bank into respect to the ordinary revenues of the Town - the same being deposited as collect- ed and paid out, on orders of the Board of Trustees, as will appear by copies of two Accounts, filed as part of this bill marked No 11 About the first of January, Eighteen hundred and forty one the trustees of the town, and officers of the bank made statements of the accounts between the two corporations, and without any authority so to do, by or from, the directors of the Bank, the three accounts was added together producing a balance against the Trustees, of Thirty Eight Thousand Three hundred and Seventeen Dollars, thirty nine cents, for which sum the bond or note, of the said Corporation of Sharonston, was executed by the said Trustees, dated first of January, 1841, and payable the first of January 1842, with interest at the rate of six per cent per annum until it falls a copy of which bond or note is herewith filed marked (B) as part of this Bill, the original being ready to be produced on the hearing for of the time consideration of this note, was and is the money loaned upon the two contracts of said bank, and a balance due the bank on the accounts of the deposits and disbursements, of the Revenues of the town, the original Bond or note, of the Corporation for the Twenty

Thousand Dollars. was without authority of the directors of the Bank surrendered and discharged.

Your Complainant charges that the whole money to the trustees of said Town was used in costly and valuable improvements, and that the inhabitants of Shawneetown, who enjoyed the benefits of said improvements, could have paid the accounts so used, without any serious embarrassments, their failure to do so, and very materially, in bringing about the bankruptcy of the Bank, which occurred in Eighteen hundred and forty two.

Your Complainant further states, that on the Tenth day of April, Eighteen hundred and forty five, the President, directors and company of the Bank of Illinois, acting ^{to the} ~~in~~ ^{exercise} ~~of~~ ^{of the} authority ~~of~~ ^{of the} statute in that case made and provided by this instrument of writing, called an assignment, transfer and assignment unto Albert G. Caldwell, and Ebenezer J. Ryan, all of the personal Estate rights and credits, notes, Bonds, Judgments, and debts of every kind due to said Bank, at Shawneetown, and to the Branch of said Bank at ~~Paris~~ ^{Lawrenceville} to have and to hold to them, and the survivors of them, and their successors in office as Assignees of said Bank, of Illinois, forever, as will appear by reference to said writing here ready to be produced, to the court, a copy being herewith filed marked Ye, as part of this bill. By means whereof and by force

of the State, ^{The} mortgage, of ^{said} was transferred and assigned to said Caldwell & Ryan, and they vested with the rights to collect the amount due thereon. At the December Term of the Circuit Court of the United States, for the District of Illinois in Eighteen hundred and fifty, the said Court made and entered a decree, in a cause therein pending, between the Bank of the State of Missouri as complainant and Albert G. Caldwell, Ebenezer J. Ryan, David A. Smith and George A. Dunlap, Assignees, of the Bank of Illinois, defendants. Appointing Trustees to execute the trust existing in said Assignees in relation to said Bank, and requiring the said Assignees to transfer, assign, and deliver over to said Trustees, all the effects of said Bank, also all notes, Bonds, Judgments, and Mortgages, and any other evidence of Indebtedness. At the July Term 1857, of said Court an order was made, appointing the Complainant's Sole Trustee of said Bank. And on the 29th day of October 1857, as will appear by a copy of said decree, and a de hoc with filed as part ^{may be} hereof, the said Ryan, Smith and Dunlap are living, Assignees of said Caldwell, having departed this life by their deed and assignment, conveyed, transferred and assigned to the Complainant, or such Trustees, all the effects of said Bank together with all Judgments, Mortgages, Bonds, notes, and evidences, of Indebtedness to the said Bank, or said Assignees, as will appear by reference to said deed, ready to be produced to a copy of, which, is herewith filed

as part of this bill. Marked D. By. means —
 Whosoever the right to collect the amount due
 on the Mortgage aforesaid is vested in the
 Complainant.

Your Complainant charges, that the
 Trustees of Shawmutown, as well as the said
 Mortgagee failed to pay the interest on
~~the~~ said Twenty Thousand Dollars, and
 ten per cent. of the principal. You aver
 as by the contract aforesaid they should
 have done, they neither paid, nor made
 any provision for ~~the~~ paying the interest
 or principal or any part thereof.

Your Complainant states, that
 no part of ^{said} Twenty Thousand Dollars, except
 as hereinbefore stated has been paid either by
 the corporate authorities of Shawmutown, or the
 said Mortgagee.

Your Complainant ^{avert} in the States, that the
 Corporation of the Trustees of Shawmutown, ~~is~~
 has ceased to exist. — That the inhabitants of
 said Town, are no longer by body Corporate, and
 politic. — That no persons exist in law or in
 fact, as the Successor or Successors of the
 Trustees of said Town, and that there is no
 person, or any liable to be sued or prose-
 cuted in Court, for or on account of the said
 indebtedness of the Corporation.

Your Complainant is advised
 that the said John, Quay, Thomas P.
 Herrod, Alexander Kirkpatrick, Alexander
 Fish, George, Beck, John C. Jones, Oliver
 C. Vandam, John D. Wickham, and
 John S. Jones, Edward S. McKelvey, Orval Pool,

and James W. Wilson, Harry S. Wilson, Bleeport
 B. Wilson, Anna Lucinda Radmon and
 John E. Radmon her husband heirs of
 of Harrison Wilson and Catharine Wilson
 administratrix of said Wilson deceased
 Ann McCraig as heir of Washington A. G.
 Posey, and her husband George W. McCraig
 and Floyd S. Posey, Mortgagee as of record
 Mary Sumner, heirs of James Sumner
 John E. Kall, Mary E. Morris, and Sarah
 A. Sawlar and Thomas P. Sawlar her
 husband, are severally liable to pay
 a proportional share of the said Lib-
 -erty thousand dollars and interest thereon
 according to the number of job fronts, which
 they severally own as aforesaid, or to sur-
 -render the lots or lots owned by them, to be
 sold in satisfaction of the value that the
 lots, or parts of lots held by them as
 aforesaid, are bound by virtue of the
 Mortgage aforesaid, for the said propor-
 -tional shares or amounts of which liabi-
 -ly they are well and fully advised -
 -by the complainants, charge that
 they and each of them refuse to pay
 the said sums or any part thereof, and
 insist that there is no obligation resting on
 them to make such payments. Wherefore
 having remedy in this court, your complai-
 -nant prays that the parties last
 named as aforesaid be made defen-
 -dants to this bill and be required sever-
 -ally to answer the statements hereof fully
 distinctly, and truly, as though the said
 was herein again repeated, and they

thereof particularly and specially interrogated,
 and upon a hearing of this cause
 the complainant prays that a decree be
 rendered against said parties, severally
 for the amount, for which the owner or
 owners of each lot or part of lot, is or
 are property chargeable, and in case
 they on any one of them, shall fail
 to pay such amounts by a day to be fixed
 by the court, that the lot or parts of lots
 the owners of which shall fail to make
 such payments be sold to pay the same
 and that such owner or owners, be ban-
 -d and foreclosed, of and from all equity
 of redemption in and to the same
 and moreover, that possession of the
 lots or parts of lots, so sold may be
 surrendered to the purchaser or
 purchasers thereof.

Your complainant, waives the
 right to require of said defendants and
 each of them, to answer on oath and
 hereby consents, that the answers of all
 of said defendants, may be filed with-
 -out being verified by oath or affirmations

Your complainant prays for the proper
 writ of summons and for all such
 other and further relief in the pre-
 -mises as his case requires, and he is duly
 bound well and lawfully.

James
 Thomas
 Trustee of the BK of
 Illinois

Exhibit A.

At a meeting of a Board of Directors of the Bank of Illinois, on Tuesday the 18th January 1838. Present.

John Marshall, President.

Henry Eddy, W. A. Foster, W. W. Rawlings,
P. Adams, Alex. Kirkpatrick, W. A. S. Posy.

In pursuance to a resolution passed at the meeting of the Stockholders of this Bank on the 29th July 1834. The Trustees of Shawmuton this day presented to the Board of Directors their note of this date, payable on or before the 1st January 1839 to the president, directors and company of this Bank for the sum of twenty thousand Dollars, drawing interest from date until paid, at the rate of six per cent per annum, which note is in evidence - with a mortgage executed by sundry Citizens of Shawmuton to the Bank under date of 28th August 1834. as collateral security for the periodical payments of the interest and principal of said note of twenty thousand Dollars be and is hereby is discounted, with the following understanding, viz. that in as much as the Trustees wish to draw the foresaid sum of twenty thousand Dollars out of the Bank as it is wanted for the purpose of trading and paying the river Bank, the Cashier is hereby instructed to compute interest upon the several sums from the date

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Whose I fail to the Order of said Trustees
and not upon the whole amount of the
note, from its date -

Jacksonville, Illinois, January 1854

I certify that in accordance to a
decree of the circuit court of the
United States for the district of Illi-
-nois entered at December Term 1850.
and an order of said court made in
July 1851 in the suit of the Bank
of the State of Missouri as complain-
-ant and Albert G. Colwell, Benjamin
-F. Ryan, David A. Smith & George A. De-
-lap, Assignees of the Bank of Illi-
-nois Defendants, all of the Books of
said principal Bank as Defendants
-were have been placed in my possession
as Trustee of said Bank and that the
-same are now in my care and poss-
-ession as such Trustee. To enable me
-to finally settle, and wind up the affa-
-irs of said Bank - I further ^{certify} that
the foregoing order for a loan to the
Trustees of Shawneetown is truly copied
from the Minute Books in which the
-orders, and Resolutions of the Board
of Directors are recorded & given under
my hand and private seal (having no
-public seal) the date above.

Wm Thomas Trustee

This Indenture made this 28th day of August, 1839
between the undersigned proprietors of lots in the
town of Shawmstown of the first part and
the president, directors and company of the
Bank of Illinois of the second part.

That for and in consideration that the
said Bank has agreed to loan, for the term of
ten years, to the Trustees of Shawmstown, in their
corporate capacity, a sum not exceeding two
thousand dollars, for the purpose of grading
and paving with rock, the river bank
opposite said town, from the south side
of North ^{2nd St} street to a point opposite the lower
corner of Dr. Dob No 116, in said town, the said
Trustees paying interest annually at the rate
of Six per cent, on such portions thereof as may
from time to time be drawn for the purpose
aforesaid from the respective times when
the same shall be drawn, and paying
the principal of said loan, actually drawn,
in installments of ten per cent, per ann-
um, after the first day of Jan'y 1839, the
undersigned do hereby respectfully, each
for himself, grant to the ^{said} Bank of the
second part, their successors & assigns fore-
-ver, a lien in the nature of a mortgage on
the lots or parts of lots or lots set down
numbered and described opposite to his
name - To have and hold the same
to him the said Bank of the second part,
their successors and assigns, as collateral
security for the punctual payment

25- By the said Trustees of the said Trustees of
the interest and for the eventual payment
out of the principal of said loan. Agree-
ably to the contract of the said Trust-
ees. Provided first and it is the distinct un-
derstanding of the parties hereto, that it shall
at all times be competent for any of the
undersigned his heirs, Executors, administra-
tors or assigns, as soon as the expense of
the said grading and paving shall be
known to pay to the said Bank his pro-
portional share of said expense, to be
made out according to the number of
feet front which ^{he or she} has subscribed
and be released from this Mortgage
without affecting the liability of the other
parties. And it is further understood
that the undersigned incur by this instru-
ment no personal or other liability than
to the extent of the value of the property
mortgaged by them respectively nor pay
there beyond his or her fair equitable
share and proportion agreeable to the
number of feet he or she has. 3. It is further
understood that after any one shall have
released his or her property from the lien
hereby created upon the same, by the
payment of the money agreeable to the
first of the above provisions, he or she
shall be entitled to have the same re-
funded in just proportion or wholly
if in the end the whole loan shall
be paid by the said Trustees. In
Witness Whereof the said parties of
the first part have hereunto set

26. their hands and seals this day and you
first above written.

Henry Eddy. Deed $\frac{1}{2}$ of Lot No 1119.
 Jas Marshall. Deed $\frac{1}{2}$ 1119. 1118. part. 1137. 1157.
 Alex Kirkpatrick Deed 1117. 1116. part. 1137. part. 1138.
 W. A. Jokers. Deed 1114. 1122. 1143. 1155.
 James W. Sloo. Deed $\frac{1}{2}$. 1138.
 Jas Marshall. Deed Vol No 1140.
 Henry Eddy Deed Admt of Saml Marshall decd
 Michael Stone. Deed 1141.
 P. Ridman Deed E No 1144.
 Thos Morris Deed Guardians heirs John Seabott decd
 Henry Eddy. Deed
 G. S. Sed. Deed Part of 1145. + part of 1160
 Thos Moirs Deed 21 Feb 1845
 Thomas Riddick Deed 1147.

Alex. Tiel Guardian of J. R. Rind's
 Hairs. Deed part of 1148 part of 1156
 part of 1149.
 John Rinnick Deed part of 1149.
 Orval Pool. Deed 1150
 Orval Pool Deed 1152
 Orval Pool Deed 1153.
 Thos. J. Vaughn Deed $\frac{1}{2}$ of Lot 1156.
 James Wier Deed by
 P. Ridman. Deed No 1158.
 P. Ridman Deed part of 1160.
 E. D. Nickerson. Deed part of 1160.
 W. A. J. Pazy. Deed No 1161
 W. W. Rawlings. Deed 1139

State of Illinois
 Gallatin County vs. Leonard White Recd
 - adms in and for Paul County do

I certify that I have received the foregoing
 Money in my office in Book No. 1
 Page 276.

Given under my hand and Seal
 of said Office this 9th day of January A.
 D. 1838.
 Geo. White.

I.

In Masters of Massachusetts.

To Bank of Illinois.

Per

1838			1838					
Jan 19	To Cash	500.			Feb 3	By balance	12142	80
Feb 1	Cash	200	80					
3	Cash	500						
"	Cash	210						
	Dollars.	12142.	80			Dollars	12142	80
Feb 2	To balance	12142	80		Feb 28	By balance	1542	80
24	To Cash	300	00					
	Dollars	1542	80			Dollars.	1542	80
Feb 28	To balance	1542	80		March 7	By balance	1842	80
March 9	To Cash	300						
	Dollars.	1842.	80			Dollars.	1842	80
March 17	To Balance	1842	80		March 31	By Balance	2542	80
24	To Cash	400						
31	To Cash	300						
	Dollars.	2542.	80			Dollars	2542	80
March 31	To Balance	2542	80		April 30	By Balance	3942	80
April 9	To Cash	500	00					
25	Cash	700	00					
24	Cash	100	00					

	28	Cash	100	00					
		Dollars	3942	80		Dollars	3942	80	
April	30	To Balance	3942	80	May	31	By Balance	4642	80
May	12	To Cash	700	00					
		Dollars	4642	80		Dollars	4642	80	
May	31	To Balance	4642	80	June	30	By Balance	6742	80
June	9	" Cash	1000	00					
"	23	" Cash	1000	00					
"	30	" Cash	1000	00					
		Dollars	6742	80					
1838					1838				
June	30	To Balance	6742	80	July	31	By Balance	7242	80
July	31	" Cash	500	00					
		Dollars	7242	80		Dollars	7242	80	
July	24	To Balance	7242	80	August	7	By Balance	8242	80
August	7	" Cash	1000	00					
		Dollars	8242	80		Dollars	8242	80	
August	14	To Balance	8242	80	August	14	By Balance	8742	80
"	11	" Cash	500	00					
		Dollars	8742	80		Dollars	8742	80	
August	12	To Balance	8742	80	August	21	By Balance	9012	80
"	21	" Cash	270	00					
		Dollars	9012	80		Dollars	9012	80	
August	21	To Balance	9012	80	Sept	24	By Balance	10012	80
Sept	1	" Cash	1000	00					
		Dollars	10012	80		Dollars	10012	80	
Sept	24	To Balance	10012	80	Oct	9	By Balance	12612	80
Oct	6	" Cash	2600	00					
		Dollars	12612	80		Dollars	12612	80	
Oct	9	To Balance	12612	80	Oct	27	By Balance	13612	80
"	27	" Cash	1000	00					
		Dollars	13612	80		Dollars	13612	80	
Oct	27	To Balance	13612	80	Oct	24	By Balance	15612	80
Nov	17	" Cash	2000	00					
		Dollars	15612	80		Dollars	15612	80	

Nov 24	To	Balance	15.612	80	Dec 15	By	Balance	17.612	80
Dec 15	"	Cash	2.000	00					
		Dollars	17.612	80			Dollars	17.612	80
Dec 15 1854	To	Balance	17.612	80	Jan 12	By	Balance	19.612	80
Jan 12	"	Cash	2.000	00					
		Dollars	19.612	80			Dollars	19.612	80
Jan 12	To	Balance	19.612	80	Jan 26	By	Balance	22.612	80
" 26	"	Cash	3.000	00					
		Dollars	22.612	80			Dollars	22.612	80
Jan 26	To	Balance	22.612	80	March 1	By	Cash	22.612	80
		Dollars	22.612	80			Dollars	22.612	80

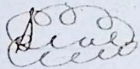
Jacksonville Illinois.

2 January 1854

I certify that in obedience to a decree of the Circuit Court of the United States for the District of Illinois entered at the December Term 1850. of said Court, and an order of said Court entered in July 1851. in a suit in Chancery pending before said Court, between the Bank of the State of Missouri as Complainant and Albert G. Caldwell, George J. Ryan, David A. Smith, and George W. Hurler Defendants of the Bank of Illinois. Defendants all the Records, and accounts, Books of the principal Bank of Illinois at Shawanetown, have been delivered to me as Trustee of said Bank, appointed by said Court.

30. that said Books are now in my charge and possession, as such Trustee for safe keeping, and to enable me ^{to} finally to wind up and settle the affairs of said Bank. I further certify, that the foregoing account against the Trustees of Shawneetown is truly copied from the account Book of said Bank, called the Individual Ledger.

Given under my hand and private seal. (having no public seal). the date above written

Seal


Wm. Thomas,
 Trustee BK of Ill.

Co.

List of orders made by the Trustees of Shawneetown, and paid by the Bank of Illinois, upon contract for the Loan of Twenty Thousand Dollars, of date 18th January 1838.

Date of Order	No	To Whom payable	Date of payment	Amount
Jan 18 1838	132	Alfred Richeson	19 Jan 1838	500.00
" 27	134	William A. Stokes	1 Feb 1838	209.80
Feb 3	135	Alfred Richeson	3 Feb "	500.00
" "	136	John Siddall	" " "	40.00
" 24	135	Alfred Richeson	24 Feb "	300.00
March 10	139	Alfred Richeson	10 March "	300.00
" 24	140	Alfred Richeson	24 " "	200.00
" 31	141	Alfred Richeson	31 " "	300.00
April 9	143	Alfred Richeson	9 April	500.00
" 21	145	Alfred Richeson	23 April	700.00
" "	146	J. B. Blanchard	24 " "	100.00
" 28	147	Alfred Richeson	28 " "	100.00
May 12	149	Alfred Richeson	12 May "	700.00
June 9	150	Alfred Richeson	9 June "	1000.00

June 23	157	Alfred Richardson.	25 June	"	100.00
" 30	158	Alfred Richardson.	30 June	"	1000.00
July 20	153	Alfred Richardson	31 July	"	500.00
August 4	155	David B Blanchard	31 August	"	240.00
" "	154	Alfred Richardson	4 August	"	1000.00
" 11	154	Alfred Richardson	11 August	"	500.00
Sept 1	155	Alfred Richardson	1 September	"	1000.00
Oct 6		Alfred Richardson	6 Oct	"	2600.00
" 24	160	Alfred Richardson	24 Oct	"	600.00
Nov 17	166	Alfred Richardson	17 Nov.	"	1500.00
1838					
Dec 15		A Richardson	15 Dec 1838.		15612.80
1839					2000.00
Jan 12	169	Alfred Richardson	12 Jan 1839		2000.00
" 26	171	Alfred Richardson	26 Jan "		5000.00
					<u>\$ 22612.80</u>

31

At a meeting of the Board of Directors of the Bank of Illinois on Wednesday the 13th day of March 1839.

Present

Amos A. Docker, Pres. P.S.

Timothy Grand, W. A. S. Posy, James C. Sloo, Alexander Kirkpatrick, E. W. Gatewood and W. H. Rollins.

Ordered that the Trustees of Shawmuton be allowed a loan of Twenty Thousand Dollars, in addition to the amount they have already received provided it should be right for the purpose of continuing the improvements of the streets and alleys in said town. Which amount is to

32. be drawn out by Sail Trustees, when needed for the payment of Sail Wark, and interest to commence on each Sum from time out of Bank.

Packsville Illinois, January 1852
I certify that in obedience to a decree of the Circuit Court of the United States, for the district of Illinois of the December Term 1850. and an order of the July Term 1851. entered in a case between the Bank of the State of Missouri as Complainant, and Albert G. Caldwell, Ebenezer J. Ryan, David A. Smith, and George A. Bonlap Assignees of the Bank of Illinois Defendants, the Books of Sail Bank of Illinois have been delivered to me as Trustee of Sail Bank to enable me to finally close and settle the affairs thereof, that said Books are still in my possession as such Trustee. I further certify, the foregoing order in relation to a loan of money to the Trustees of Shasnetown, is truly Copied from the Minute Book of Sail Bank, in which the orders and resolutions of the Board of Directors are recorded Given under my hand and private Seal (having no public seal) the date above.

Wm Thomas Trustee
S. Trustee B. O. of Ill.

G.

\$38,311.⁵⁹/₁₀₀Bank of Illinois.
Shawneetown 1st Jan^y. 1841

On or before the first day of January next we the Trustees of Shawneetown and our successors in Office, promise to pay the President, Directors, and Company of the Bank of Illinois, The sum of Thirty-eight Thousand, Three hundred and Eleven dollars, and Thirty nine Cents, payable with interest from the date hereof, until paid, at the rate of six per cent. per annum, without defalcation for value received.

In Witness Whereof the said Trustees of Shawneetown have caused this Common Seal to be hereunto affixed, the day and date first above written.



Attest
James Madison Clerk

W. A. Dickey, Pres^t
of the Board of Trustees.

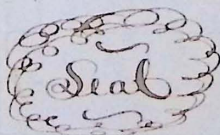
This assignment made this Tenth day of April in the year 1845. between the President, Directors, and Company of the Bank of Illinois, of the first part, and Albert G. Caldwell of Shawmuton and Henry Ryan of New-Alexandria, of the second part. With respects, that Whereas, by the act entitled an act supplemental to an act to reduce the public debt, one Million of Dollars, and to put the Bank of Illinois into liquidation" approved February 28. 1845. it is provided that in case the said Bank of Illinois shall accept the provisions of said act, the said Bank shall within thirty days after such acceptance, make an assignment of all the effects of said Bank both real and personal of every kind and description, to assignees in said act named: And that all the personal estate, rights and credits, and debts of every kind due to said Bank at Shawmuton and Branch at New-Alexandria shall be assigned, to the said Albert G. Caldwell, and H. J. Ryan, and Whereas the President and Directors of said Bank of Illinois: by an act and order of the Board of Directors thereof duly tested by the corporate seal thereof which act and order is hereto annexed and referred to, as part of said instrument) did on the 19th day of March 1845. duly accept the provisions of said

and according to the requirements thereof
 and did thereby authorize and empower
 James Dunlop President of said Bank
 and John Suddall Cashier thereof within
 twenty days after the date of said
 Order to make the transfer and assign-
 -ment of the effects of said Bank
 to the said assignees, under the corporate
 seal of said Bank.

Now therefore in consideration of the pr-
 -mises, the said President, Directors
 and Company of the Bank of Illinois
 do hereby transfer and assign, unto Albi-
 -rt G. Caldwell, and E. J. Ryan, all the
 personal, estate, rights and credits, notes
 bonds, judgments and debts, of every kind
 due to said Bank at Champaign, and to
 the Branch of said Bank at Sawmou-
 -ville.

To have and to hold the said
 Articles of personal property, unto the
 said Albert G. Caldwell, and E. J. Ryan,
 and the survivors of them and their
 heirs, in office, as assignees of
 said Bank of Illinois, forever.

In Witness Whereof the said
 President, Directors, and Company
 of the Bank of Illinois, have hereunto aff-
 -ixed their Corporate Seal, and executed
 this Conveyance, by the signature
 and seals of the said President and
 Cashier of said Bank, on the
 day and year first above
 written.



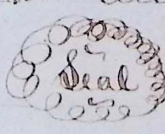
James Dunlop, Pres.
 John Suddall Cash.

P.aul of Illinois.
Shawm... 19. March 1845.

Whereas an act of the Legislature of the State of Illinois, at its late session, was enacted entitled an act supplemental to an act to reduce the public debt, One Million of dollars, and put the Bank of Illinois into liquidation ^{and} which was duly approved by the Council of Revision on the 28th day of Feby. 1845.

W. H. W.

Ordered, that the terms and provisions of said act be accepted and that the President and Cashier of said Bank, within thirty days of this date, under the corporate seal of said Bank, assign all its effects, real and personal, of every kind and description to assignees according to the terms, provisions and instructions of said act, and that on making of the same the said President and Cashier deliver over to said assignees as far as the same is deliverable, all the monies, Books, notes, bills of exchange, papers, Chases in action, deeds, titles, papers, and personal property of the said Bank, and that the said President and Cashier be invested with full power to do what so ever they see in the consummation of the provisions of said act according to its true intent and meaning.



A true copy from the minute Book of the Board of Directors

John. Fidelity, Cash

D

This Deed of conveyance and power of attorney executed this twenty ninth day of October A.D. one thousand eight hundred and fifty one, between Ebenezer J. Ryan of Shawansville, David A. Smith and George A. Dunlop of Jacksonville Illinois late officers of the President, Directors and Company of the Bank of Illinois of the first Part, and William Thomas, Trustee of said Bank of Illinois of the second part. Witnesseth That Whereas under and according to the provisions of an act of the General Assembly of the State of Illinois, Entitled an act supplementary to an act to reduce the public debt one million of dollars, and put the Bank of Illinois into liquidation, approved on the twenty eighth day of February A.D. one thousand eight hundred and forty five - the said President, Directors and Company, of the Bank of Illinois, made an assignment of all the effects, of said Bank both real and personal of every kind and description to Albert W. Caldwell, of Shawansville Ebenezer J. Ryan of Shawansville, and John F. Fidelity and Samuel Dunlop of Jacksonville the

38 real estate to all of said Assignees jointly and all the personal Estate, Rights and credits, and debts of every kind due to said Bank at Shawanetown and Branch of Lawrenceville to the said Albert G. Caldwell, and Ebenezer J. Ryan, and all due to said Bank at Rockersville. Also and Branch Branches, to the said John D. Hardin and Samuel Durlap, and whereas subsequent to said Assignments, the said John D. Hardin departed this life, and the said David A. Smith was appointed his successor as assignee as aforesaid, and Samuel Durlap, subsequently departed this life, and George A. Durlap was appointed his successor, and whereas on the December Term, A. D. One thousand eight hundred and fifty, of the Circuit Court of the United States for the State and District of Illinois in a suit pending in said Court, between the Bank of Hispania Complainant and the said Albert G. Caldwell, Ebenezer J. Ryan, David A. Smith and George A. Durlap as assignees as aforesaid, Defendants the said Court appointed Albert G. Caldwell, William Brown and Joseph Gillispie, Trustees of the said Bank, to succeed the said assignees, and the said assignees to jointly and severally to convey and assign over to said Trustees all of

the lands, and tenements, hereditaments
 and Real Estate, assigned or conveyed
 to them, by the said President, Directors
 and Company, also all Real and Person-
 al property, rights, credits, and effects
 in their or either of their hands, possession,
 power, or control, as such assignees
 said conveyance to include all deans
 judgments, mortgages, Bonds, Notes, Bills
 and all other evidences of indebtedness
 as to ~~the~~ and, That said Trustees
 might finally wind up, settle, and
 close, all the affairs of the said Bank
 of Illinois under which order, or decree
 of Court, the said Albert G. Caldwell, above
 named, the said Brown and Gillaspie,
 refusing to act in the premises, and
 whereas, the said Albert G. Caldwell
 departed this life, and on the 24th
 Term, A.D. One thousand Eight hundred
 and fifty one, of the said Circuit
 and of the United States, the said
 William Thomas, of party of the second
 part herein was appointed to succeed
 said Caldwell, and sole Trustee of ^{the}
 said Bank of Illinois, and by virtue
 of that appointment, constituted to be an
 assignee of the Real and personal
 estate, rights and effects, of every kind
 and description which were of the
 said Bank of Illinois, also that to
 which, the right, real title has passed
 to the said assignees - as well, all the
 said assignees or either of them, are

or may be settled in law or equity, in
 this character, or rights as assignees. —
 Wherefore the parties of the first part,
 in consideration of the premises, and in
 obedience to the orders and decrees of the
 Court aforesaid, do hereby grant bargain
 sell and convey with the said
 Thomas, Trustee as aforesaid, all
 and singular the Lands, Tenements, Heredi-
 taments, and real Estate, the title to which
 has been, or may be vested in them, or
 either of them, as such assignees — also all
 the personal Effects, Rights and Credits, includ-
 ing Debts, Judgments, Mortgages, Bonds, Notes,
 Bills, and all other evidences of indebtedness
 the rights or title to which has been or
 may be invested in said Assignees or
 either of them — To have and to hold
 the Estate, Rights and Effects, hereby conveyed
 unto him the said Thomas as Trustee —
 Trustee, and his Successors, or Successors
 in office forever — provided however
 that property real and personal, as
 well as rights and credits, hereof or
 conveyed by the said Trustee, are exempt
 and excluded from the operation of this
 deed — And the parties of the first part,
 jointly, and severally ^{hereby} authorizing and empow-
 ering the said William Thomas, to use
 their or either of their names, in making
 collections and winding up the business
 and affairs of the said Bank, and assignees, who
 he may be the said Thomas, giving secu-
 rity for costs, so as to save and keep harmless
 the said assignees whose names may be used

as aforesaid. The said Thomas is also authorized to use either or either of their names in prosecuting, & appeals to the Circuit and Supreme courts; and the preparation of writs of error as well as in all legal proceedings when necessary. The said Thomas giving security so as to save and keep harmless the parties of the first part from all costs and damages, resulting from, or growing, of such proceedings.

The parties of the first part do not by the execution of this deed assume any responsibility, nor are they in any wise or in any degree responsible for the rights or titles to any property, rights or credits hereby conveyed.

In Witness Whereof the parties of the first part have hereunto set their names and affix their seals, the date first shall in writing.

Wm. C. C. C. C. C. C.
 David, D. Smith, D. D.
 H. A., D. D. D. D. D.

K.

To the Honble the Trustees of Charlestown.
 The undersigned your Comr. would respectfully submit to your honorable body, the within abstract of the amount of excavation reimbursement I have together with the private account of R. Riches as the contractor, as also the appraised cost of the lots on front row as

Statement and apportionment of the amount chargeable against the several Vets fronting on the Ohio river out of the \$20,000⁰⁰ expended by the Trustees of Lawrenceton.

No of Vet	Part of	L. Ks	Dolls	Cts	Date	ct.	No of Vet	Part of	L. Ks	Dolls	Cts	Date	ct.	
<u>Division No 1</u>							<u>Amount brought forward</u>							13,603.56
<u>Division No 2</u>							<u>Division No 3</u>							
1119	N.H.	79	1113	022			1145	7/4 of	118%	804	25			
1119	S.H.	79	1113	022			1145	7/4 "	39%	268	08			
1118		79	1113	022			1147		79	536	17			
1117		79	1113	022			1149	N.H.	59	268	08			
1116		79	1113	022			1149	S.H.	39	268	08			
1115		79	1113	022			1150		79	536	17			
1114		158	2226	04 1/2	8,902.18		1152		158	1072	54		3,752.19	
<u>Division No 3</u>							<u>Division No 4</u>							
1137	V. Pack	237	246	08 3/4			1153		158	568	50			
1137	S "	30.14	239	96			1155		79	284	25			
1138	S.H.	26.07	292.02	1/2			1156		79	284	25			
1138	S.H.	26.07	292.02	1/2			1157		79	284	25			
1139		52.14	588	04 3/4			1158		79	284	25			
1140		52.14	588	04 3/4			1160		79	284	25			
1141		52.14	588	04 3/4			1160		79	284	25			
1142		52.14	588	04 3/4			1160		79	284	25		2,274.01	
1142		52.14	588	04 3/4			<u>Division No 5</u>							
1144		52.14	588	04 3/4	4,704.38		1161		158				362.24	
Amt carried up =														20,000.00
														13,603.56

D^r. Trustees of Shawneetown.
 To Bank of Illinois. Cr.
 No.

1855			1858				
Jan	19	To Cash	500.00	Feb	3	By Balance	1242.80
Feb	1	" Cash	200.80				
"	5	" Cash	500.00				
"	"	" Cash	400.00				
		Dollars.	1242.80			Dollars.	1242.80
Feb	3	To Balance	1242.80	Feb	28	By Balance	1542.80
"	24	" Cash	300.00				
		Dollars.	1542.80			Dollars.	1542.80
Feb	26	To Balance	1542.80	March	17	By Balance	1842.80
Mar	9	" Cash	300.				
		Dollars.	1842.80			Dollars.	1842.80
Mar	17	To Balance	1842.80	March	31	By Balance	2542.80
"	24	" Cash	400.00				
"	31	" Cash	300.00				
		Dollars.	2542.80			Dollars.	2542.80
Apr	31	To Balance	2542.80	April	30	By Balance	3942.80
April	9	" Cash	500.00				
"	23	" Cash	700.00				
"	24	" Cash	100.00				
"	28	" Cash	100.00				
		Dollars.	3942.80			Dollars.	3942.80
April	30	To Balance	3942.80	May	31	By Balance	4642.80
May	12	" Cash	700.00				
		Dollars.	4642.80			Dollars.	4642.80
May	31	To Balance	4642.80	June	30	By Balance	6742.80
June	9	" Cash	1000.00				
"	23	" Cash	100.00				
"	30	" Cash	1000.00				
		Dollars.	6742.80			Dollars.	6742.80

1838			1839			
June 30	To Balance	6742.80	July 24	By Balance	7242.80	
July 31	" Cash	50000				
	Dollars	7242.80		Dollars	7242.80	
July 24	To Balance	7242.80	Aug 7	By Balance	8242.80	
Aug 4	" Cash	100000				
	Dollars	8242.80		Dollars	8242.80	
Aug 7	To Balance	8242.80	Aug 14	By Balance	8742.80	
" 11	" Cash	50000				
	Dollars	8742.80		Dollars	8742.80	
Aug 14	To Balance	8742.80	Aug 20	By Balance	9021.80	
" 21	" Cash	27000				
	Dollars	9021.80		Dollars	9021.80	
Aug 21	To Balance	9021.80	Sept 4	By Balance	10012.80	
Sept 1	" Cash	100000				
	Dollars	10012.80		Dollars	10012.80	
Sept 4	To Balance	10012.80	Oct 9	By Balance	12612.80	
Oct 6	" Cash	260000				
	Dollars	12612.80		Dollars	12612.80	
Oct 9	To Balance	12612.80	Oct 27	By Balance	13612.80	
" 27	" Cash	10000				
	Dollars	13612.80		Dollars	13612.80	
Oct 27	To Balance	13612.80	Nov 24	By Balance	15612.80	
Nov 17	" Cash	200000				
	Dollars	15612.80		Dollars	15612.80	
Nov 24	To Balance	15612.80	Dec 15	By Balance	17612.80	
Dec 15	" Cash	200000				
	Dollars	17612.80		Dollars	17612.80	
Dec 15	To Balance	17612.80	1839	Jan 12	By Balance	19612.80
1839	" Cash	200000				
Jan 12	Dollars	19612.80		Dollars	19612.80	
Jan 12	To Balance	19612.80	Jan 26	By Balance	22612.80	
" 26	" Cash	300000				
	Dollars	22612.80		Dollars	22612.80	

18.

The foregoing account being balanced a credit account is opened as follows.

To Trustees of Shawneetown.
 To Bank of Illinois
 Mo.

1829				1830				
March	20	To Balance	2262.80	March	13	By Bills Discounted		
"	23	" Cash	6000.00			3131		29,322.56
April	8	" Cash	2000					
"	30	" Balance	30976					
		Dollars.	29,322.56			Dollars.		29,322.56
June	28	To Cash	20000	April	30	By Balance		30976
		Dollars	20000	May	29	" Balance		1,690.24
						Dollars		2,002.00
June	29	To Balance	1690.34	Augt	3	By Balance		1,740.24
July	10	" Cash	50.00					
		Dollars	1740.24			Dollars		1742.24
Augt	3	To Balance	1740.24	Augt	31	By Balance		5,685.95
"	13	" Cash	1500.00					
"	30	" Cash	2445.71					
		Dollars	5685.95			Dollars		5,685.95
Augt	31	To Balance	5,685.95	Sept	30	By Balance		5,745.95
Sept	2	" Cash	60.00					
		Dollars	5,745.95			Dollars		5,745.95
Sept	30	To Balance	5,745.95	May	21	By Cash		27,381.72
Sept	10	" Cash	1,635.77					
"	"	" Cash	30002.00					
		Dollars	27,381.72			Dollars.		27,381.72
Sept	22	To Cash	200.00	The following charges in the account are also charged				
Oct	3	" Cash	300.00	in account, \$25 "Ordinary Expenses"				
1830	Jan	" Cash	500.00	August	13	1829.	Cash	1000.
"	"	" Cash	76.00	"	22	1830	Cash	200.
June	23	" Cash	150.00	Oct	3	"	Cash	300.
Augt	27	" Cash	500.00					
Nov	29	" Cash	453.86					
			2,179.86					

Jacksonville Illinois 2 January 1854

I certify that in obedience to a decree of the Circuit Court of the United States for the District of Illinois, entered at the Decatur Term 1850. And an order of said Court, entered in July 1851 in a suit in Chancery pending before the said Court, between the Bank of the State of Missouri as Complainants, and Albert G. Caldwell, Benjamin B. Ryan, David A. Smith, and George A. Dunlop as signors of the Bank of Illinois Defendants, the Recrd and account Books of the Bank of Illinois at Shawmut, were delivered to me as Trustee of said Bank appointed by said Court, that said Books are now in my possession as such Trustee, for safe keeping, and to enable me to wind up and settle the affairs of said Bank.

I further certify that the foregoing account against the Trustee of Shawmut is truly copied from the account Books of said Bank, one of which is called the individual ledger, and the other General Ledger.

Given under my hand and private seal, having no public seal the date above written.

David
Caldwell

Wm. Thomas
Trustee BK of Ill.

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Bank of Illinois
in account with
Dr. Trustees of Shawneetown. Cr.

1839				1839			
Aug 7	To	Balance	7.00	July 1	By	Cash	120.00
					"	Cash	2.00
					"	Cash	5.00
					"	Cash	3.00
		Dollars	27.50			Dollars	27.50
Aug 8	To	Cash	13.00	Aug 3	By	Balance	27.50
" 31	"	Cash	21.75	" 6	"	Cash	2.00
" "	"	Balance	29.75	" 8	"	Cash	13.00
			49.50	" 20	"	Cash	5.00
						Dollars	49.50
Sept 30	To	Balance	54.75	Aug 31	By	Balance	29.75
				Sept 23	"	Cash	25.00
		Dollars	54.75			Dollars	54.75
Nov 30	To	Balance	57.75	Sept 30	By	Balance	54.75
				Nov 22	"	Cash	3.00
		Dollars	57.75			Dollars	57.75
Dec 31	To	Balance	114.75	Nov 30	By	Balance	57.75
				Dec 9	"	Cash	13.00
				Dec 21	"	Cash	73.70
		Dollars	114.75			Dollars	114.75
1840							
Jan 10	To	Cash	71.37	Dec 31	By	Balance	114.75
Feb 1	"	Balance	98.37	1840	"	Cash	25.00
		Dollars	169.75	Jan 10	"	Dollars	169.75
Feb 11	To	Cash	35.00	Feb 1	By	Balance	98.37
" 15	"	Cash	111.50	" 11	"	Cash	257.76
" 29	"	Balance	57.21	" 15	"	Cash	122.52
		Dollars	638.63			Dollars	638.63

1840 (51)			1840		
March 29	To Balance	1209.29	July 29	By Balance	572.13
			March 11	" Cash	345.00
				" Cash	393.05
				" Dollars	1909.29
July 1	To Cash	4.00	March 28	By Balance	1209.29
" 2	" Balance	1763.15	" 30	" Cash	63.07
			April 6	" Cash	111.00
			May 1	" Cash	384.37
	Dollars	1767.65		" Dollars	1767.65
June 2	To Cash	135.00	May 2	By Balance	1763.15
" 26	" Cash	1131.45	June 2	" Cash	302.79
" 30	" Balance	799.19			
	Dollars	2065.94		Dollars	2065.94
July 25	To Cash	17.50	June 30	By Balance	799.19
" 27	" Cash	15.00			
Aug 1	" Balance	766.99			
	Dollars	799.19		Dollars	799.19
Aug 22	To Cash	200.00	Aug 1	By Balance	766.99
" 28	" Cash	215.29	Sept 11	" Cash	81.25
" 18	" Cash	40.00			
Oct 2	" Cash	4.50			
Oct 3	" Cash	300.00			
" "	" Balance	88.45			
	Dollars	848.24		Dollars	848.24
Oct 6	To Cash	85.00	Oct 3	By Balance	88.45
" 17	" Cash	15.00	" 31	" Balance	12.05
	Dollars	100.50		Dollars	100.50
Oct 31	To Balance	12.05	Dec 22	By Cash	175.00
Dec 22	" Cash	7.00	" 29	" Cash	10.00
" 29	" Cash	11.00	" "	" Cash	00.00
" 31	" Cash	5.00			
" "	" Balance	114.95			
	Dollars	185.00		Dollars	185.00

The following charges in this account
are charged in account N^o 2 for money
loaned on said contract for the loan of
\$20,000. viz

18 August 1839.	\$ 1500.
22 August 1840	200.
3 October 1840	300.

Packsville Illinois January 1854

I certify that in obedience to a decree
of the Circuit Court of the United States for
the district of Illinois, entered at the December
term 1850, and an order of said Court entered
in July 1851, in a suit in Chancery for
-ding in said Court, between the Bank
of the State of Illinois as Complainant and
Albin B Caldwell, Benjamin Ryan, David
W. Smith, and George A Dunlop as
-ous of the Bank of Illinois, as defendants
all the record and account Books of
the Bank of Illinois at Shawmuton
have been delivered to me as Trustee, appo-
-ointed to wind up the affairs of said Bank,
that said Books are now in my pos-
-ession and keeping, each Trustee to make
-e me to finally wind up and settle the
affairs of said Bank. I further certify
that the foregoing account against the
Trustees of Shawmuton is truly copied
from the account Book of said Bank called
the individual Ledger. From my

53. hand and private seal. (having no public seal)
the date above written.

Wm Thomas *Seal*
Trustee of Illinois.

10

United States of America
In the Circuit Court of the United States for
the District of Illinois.

December Term 1859

The Bank of the State of Missouri

vs

In Chancery

A. S. Caldwell, E. J. Ryan,
David A. Smith and George
A. Dunlap, assignees of the
Bank of Illinois.

And now this day this cause came on
to be heard, upon the complainant's motion
for the appointment of a Person to take
charge of the property and assets real
and personal of the Bank of Illinois, or
for the appointment of new Trustees in
place of Defendants, to take charge of
the estate and property, real and person-
al of said Bank, and to carry out, and
execute the Trusts created by, and exe-
cuted under the provisions of those acts
of the Legislature of ^{the State of} Illinois, one of said
acts being an act entitled "An act to
reduce the public debt one million
of dollars, and to put the Bank of
Illinois into liquidation, in force on the
20th day of February 1843, and another of
said acts being an act entitled "An
act supplemental to an act to reduce

the public, debt one million of dollars and to put the Bank of Illinois into liquidation enforced on the 30th day of January 1848.

And the other acts being and act entitled "an act for the Relief of the Assignees of the Bank of Illinois. And ^{to extend} the time for the liquidation of the affairs of said Bank" in force on the 20th day of February A.D. 1849. And the said defendants having appeared to the said motion and affidavits and Exhibits being ^{submitted} to the Court as well on the part of the complainants as the defendants. And the motion having been argued by counsel on the part of the respective parties and the Court having fully considered of the said motion. And being now sufficiently advised of and concerning the premises, doth find and so adjudge that the said Trustees ^{be appointed} to take ^{charge} of, and to execute the trust created and existing under and by virtue of the acts aforesaid in the place and stead of the said defendants.

The Court doth therefore hereby appoint Joseph Galispie, Wm. Brown, A. S. Beal and as Trustees in place and stead of the said defendants. To take charge of and execute the trust existing under the said acts which yet remain to be executed under the provisions thereof; And the said defendants are hereby directed and required on being served with a copy of this decree duly certified by the clerk of this Court under the seal of this Court to make an assignment within sixty

After the survival of a copy of
this deed of assent, of all the effects
remaining of the Said Bank of Illinois,
and the several Branches thereof, both real
and personal of every kind and description
and all the rights credits and claims in
action thereof, into the Said Trustee hereby app-
-ointed, and to deliver up to said Trustee
-hereby appointed, the possession of the real
Estate of the Said Bank and all the titles
deeds to the real and other estate or property
of the Said Bank, and also all the Books
and papers belonging to the Said Bank
or in their or either of their hands, posses-
-ion, power and control and in any way
relating to the business of said Bank of Illin-
-ois, and for which the Said Trustee hereby
appointed, shall execute duplicate receipts one
of said receipts to be delivered to the def-
-endants and the other to be retained by
themselves, and to be reported by them to this
Court. The Said Trustee, hereby appointed
are hereby directed and required to proceed in
the ^{execution of the} trust hereby created on them by the
collection and conversion of the remainin-
-g assets of the Said Bank, real and
personal into money and in the payment of
the debt owing by the Said Bank, with
all convenient diligence and accordin-
-g to the provisions of the several acts
herein before mentioned. And it is further
ordered, that the Trustee hereby appointed
shall ascertain so far as practicable
what sum or sums of money may be due

to the said Defendants. as assignees in ex-
-ecuting the said Trust or otherwise, and depo-
-sit the same for the action of this Court
at the next term thereof.

And the Court doth hereby further order
and decree, that the Trustees hereby appoin-
-ted may proceed in the prosecution of
suits now pending in the name of said
defendants in pursuance of said Trust
to final judgment and execution, using
the names of the said Defendants for
that purpose, and may also use the
names of the said Defendants, in the
issuing of Executions, or and in the Colle-
-ctions of any Judgments heretofore rendered
-d in their favor, as assignees under said Trust
-s. and may also continue the use of the
names of the said assignees in the defence
of any suits now pending against them as
such assignees. The said Trustees hereby appo-
-inted indemnifying the said Defendants,
them or such execs. against all costs and
charges which may arise from said use
of their names, as aforesaid. And the Court
doth hereby further order and decree that
the said Trustees hereby appointed take
duplicate ~~lists~~ ^{lists} or accounts by their nu-
-mber and amount of all the certificates
or Bills or notes of said Bank, which
have been issued or received by the
said Assignees Defendants herein
and which have ^{not} been burned by them
-s. and which shall be delivered by said
Defendants to said Trustees, and that the
said Trustees shall include one of said

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lists or accounts in the report herein -
after ordered to be made by them to
this Court. And the other of Said Lists
or accounts shall be preserved by Said
Trustees. And the Said Trustees shall
in the presence of the Clerk of this Court
(who is hereby appointed a special Master
for this purpose) turn all the Certificates
Bills or notes which may be received by
them from the said assignees, and the
Clerk of this Court shall certify under
the seal thereof, the amount of Said cer-
tificates, bills or notes, thus turned, with
their numbers, dates and the amounts
of each respectively, and duplicate copies
of Said Certificates, shall be executed
by Said Clerk, one of which shall be
presented to this Court and the other
preserved by Said Trustees.

And the Court doth ^{in this} order and
decree that each of Said Trustees, before
entering ^{upon} the duties of their trust, shall
execute a bond with security to be appro-
ved by the Clerk of this Court, in the
penal sum of fifty thousand dollars
payable to the Clerk of this Court ^{and} his
successors in office for the use of
any persons or parties naturally or
artificially interested therein. Conditions
for the faithful performance of all
the duties of Said trust as required
by law and the orders of this Court,
And Said Bond may be prosecuted upon
Said bond in the name of Said Clerk
or his successors for the use of any

persons or parties interested.

And the Court doth further order that the said bond shall be executed by ^{the} said Trustee within forty days from the rendition of this decree.

And the Court doth hereby further order and decree that in case if any of said Trustee hereby appointed, shall depart this life, or shall refuse to qualify or having qualified, shall neglect or refuse to act in the performance of said Trust, then the remaining Trustee or Trustees shall have full power to act in the performance of ~~that~~ trust until the Term of this Court succeeding the death, or failure to act ~~in the performance of~~ of any of said Trustee, and at the succeeding term of this Court after said death or failure to act, the surviving Trustee or Trustees shall report said facts to this Court, and await the further order of this Court.

And the Court doth ^{further} order and decree, that the said Trustee, shall report all this acts and doings in the pursues to this Court at the next term for the further order and decree of this Court.

July 14th AD 1851.

The said A. P. Caldwell - having since the last term of this Court, qualified as sole Trustee of the Bank of

Illinois, under the decree passed in this
 Cause, at the last term of this Court,
 and it being suggested to the Court, that
 he departed this life on the 26th ultimo.
 It is ordered by the Court, that Will-
 iam Thomas, Esq. of Jacksonville be
 appointed his successor, and that he
 in ten days enter into bond and securi-
 ty in the penalty of Fifty Thousand
 dollars, satisfactory to the Clerk of
 this Court, conditions as directed in
 the decree passed in this Court, at the
 last term of this Court. It is further
 ordered and decreed by the Court, that
 The said William Thomas, as Trustee
 as aforesaid, or his successor or suc-
 cessors in office in making sale of
 the Real Estate of said Bank of Illi-
 nois, do so on the following terms, to-
 wit: that one third of the purchase money in
 notes or certificates of said Bank,
 or Cash as the case may be in hand
 balances in equal instalments at
 six and twelve months date, purchas-
 ers to give note and approval personal
 security for purchase money, and
 a vendor's Lien to be reserved in con-
 sideration of said Real Estate, unless pu-
 rchaser shall choose to pay the whole
 of the purchase money in hand in
 which case said Real Estate shall
 be absolutely and unconditionally
 conveyed."

And after words to wit the

61 the above named Oliver G. Vandercan
-gham and Mary Grauden do not reside
in the State of Illinois.

Subscribed & sworn to,
before me this 2^d day of
May 1854

J. E. McCall, Clerk

Marked

Filed 2^d May 1854

J. E. McCall, Clerk

And afterwards endorsed as follows with
Filed Aug 14th 1854.

J. M. Co. Clerk

Original Immunity.

State of Illinois

Ballwin County, Ill

The People of the State of
Illinois. To the Sheriff of said County.
Greetings - We command you to summon
John Chry., Thomas G. S. Herod, Alexander
Kirkpatrick, Alexander Fierhaber, George
Beck, John T. Jones, Oliver G. Vandercan
ingham, John D. Richardson, John T.
Jones, Edward J. Nickolsson, Orval
Pool, Catherine Wilson, Administratrix
of Herman Wilson, James W. Wilson,
Henry S. Wilson, Cheiford S. Wilson,
Emat Sissindla, Rarden, John
E. Rarden, Sarah, Ann, McKeag
George W. McKeag, Lloyd T. Jones
Mary Grauden, John E. Keall, Mary
E. Morris, Sarah A. Sawler, Thomas
W. Sawler if to be found in your

62) Comtee. to appear before the Circuit Court of said County, on the first day of the next term thereof to be holden at the Court House in Shawneetown on the first Monday of ^{July} next to answer a bill of Complaint filed in our said Circuit Court on the Chancery side thereof against the said William Thomas, Trustee of the Bank of Illinois, and hereof make due return to our said Court, as the Law directs,

True

Witness J. E. Hall, Clerk of our said County, and the Judicial Seal thereof at Shawneetown, this 1st day of May 1857.

J. E. Hall, C. C.

And afterwards the following return was made to wit,

Served by leaving true copies of the within, with the certain names John Carey, Thomas S. A. Kennel, Alexander Kirkpatrick, Alexander Perdue, George West, John T. Jones, John P. Richman, Edmund D. Vickerson, Orval Pool, Catherine Wilson, James M. Wilson, Emma Susinda, Reardon, John E. Reardon, Lora Ann McKaig, George W. McKaig, Supt. J. Posey, John E. Hall, & others, Defendant & Welsar & Henry J. Welsar by leaving true copies with Catharine their mother a white person members of the Family over 10 years of age explaining the contents to her on the ninth day

63.

of May 1854.. by leaving a true copy with Messrs. E. Morris. on the 24th day of May 1854 by leaving a true copy with J. H. Rawls, & leaving a true copy with Sarah Aswell with them - as Rawls had husband, a white person over ~~10~~ 10 years member of the family explaining the contents to him on the 29th day of May 1854.

J. H. Wilson, Shff. G. Co.

James C. Sumner.	11.00	24
22 Copies	5.00	
24 Miles Travel.	1.10	
Returning Summons.	.10	
	\$18.00	

J. H. Wilson, Shff. G. Co.

State of Illinois In the Circuit
 & District Court of said
 County.

William Thomas, Trustee,
 of the Bank of Illinois,
 against
 John Olney & others.

In Chancery

Notice is hereby given to the defendants, Oliver O. Vandaudivingh and Mary Grindon, that a Bill has been filed in said Court in the case above entitled, for the purpose of foreclosing a mortgage executed by part of the said defendants, in said Court and other proprietors of lots in Shaw-
 -nelton, to the Bank of Illinois upon which a summons has been issued directed

64 to the Sheriff of Gallatin County Returnable
on the first day of the next term of our said
Court. to be holden at the Court house in
Shawneetown. on the first Monday in
July next. and unless they appear and
answer the Bill at the return hereunto. the
same will be taken as confessed.

Witness John E. Wall. Clerk of our
said Court. This 3rd day of May 1854

May 3rd 1854 ~~at~~ John E. Wall, Clerk.

State of Illinois Gallatin County,
Wm. Williams Edwards & Sons. Publishers of
the Southern Illinoisian a Public News
paper. published weekly in Shawneetown
Illinois. do certify that the notice of pro-
ceeds of suit of William Thomas. Trustee
of the Bank of Illinois. against John
Olney and others. a copy of which
is hereto attached. has been published
~~and~~ in said paper four weeks. in
succession. the first publication was
made on the 5th day of May 1854. and
the last on the 2nd day of June 1854.
Printers Five \$1.00

Edwards & Son.

Publishers I.D.

And afterwards. at the August Term 1854 of
the said Circuit Court of Gallatin County the
following decree was entered in said cause

At a former day of the present Term
of this Court Mr. Freeman, entered a motion
in behalf of ^{defendant} Oliver W. Vanlandingham, to
quash the notice as to him, of the pendency

of this suit - and Mr Olney entered a motion in behalf of defendants John Olney - Alexander, Parker and John E. Wall. to dismiss the bill for want of Equity apparent on its face - and subsequently to said motion it was made to appear to the Court that Jeff. Mearns & Morris, had intermarried with John B. Jones. Whereupon the said Jones is ordered to be made defendant herein in right of the said Mearns & Morris.

Now on this day being the fifth day of the Term of the Court Mr Montgomery filed a demurrer to the bill in behalf of the ^{debtors} Crowl Pool. and Mr Truman filed a demurrer in behalf of the defendants Thomas G G Hunt, John W. Richardson, John B. Jones, and Mary E Jones, his wife, and Sarah A Sawler and Thomas R. Sawler, which demurrers were joined by complainants - and the parties agree, that every objection and exception to the bill shall be heard and considered by this Court, and by the Supreme Court, if the cause shall be taken to that Court, which right a writ may be made, or taken, under any special demurrer. Whereupon the Decisions of Law arising upon the demurrers of our said being considered the Court decides and declares, that the demurrers of our said be and the same are hereby sustained. And the Court being of opinion that upon the facts stated in the bill the complainant is not entitled to any decree upon the mortgage which is sought

66. to be foreclosed. those hereby order, and decree
that the bill and the same is hereby dismissed, and
the court further orders that the complainant pay
the costs -

And on the prayer of the complainant an
appeal is allowed him from the foregoing decree
to the Supreme Court, upon his filing with the clerk
of this court an appeal bond, in the penalty
of five hundred dollars, with James Dunlop
or Zackariah S. Gurbutt, as surety -
within forty days conditional according
to law - and the said complainant
now in court agrees to waive all
errors in the record if any exist, except
that this court erred in deciding that
upon the facts stated in the bill the
complainant is not entitled to any
decree upon the mortgage sought to be
foreclosed. —

And after oral trial
on the 7th day of September A.D. 1852 the follow-
ing appeal bond was filed with the clerk.

Know all men by these presents that we
William Thomas Trustee of the Bank of
Illinois, and Zackariah S. Gurbutt, as
held and finally joined unto John Chas.
Thomas, S. P. Record, Alexander Kirkpatrick
Alexander, Fisher, George Vick, John Stone
in his own right and as executor and
administrator of Michael Stone, Oliver C. Vard
-andingham, John S. Richardson, Edmund
S. Nickerson, Orvil Pool, Catherine Wilson
Administratrix of Hanson Wilson, James
H. Wilson, Amy S. Wilson, Bluff and B. Wilson

67.

Emma L. Beaman and her husband John
E. Beaman. Lora A. McKay + George W.
McKay. Lloyd D. P. P. Mary Grandin
John. E. Keall. Mary E. Stone, and John
B. Stone. Sarah A. Sawyer and Thomas R.
Sawyer in the penal sum of five hundred
= and dollars, for the true payment whereof
we bind ourselves, our heirs & jointly and
severally firmly by these presents, sealed with
our seals and dated this fourth of September
AD one thousand eight hundred and
fifty four. the condition of the above
obligation is such that whereas at the
August Term Eighteen hundred and
fifty four of the circuit Court of Hardin
County Illinois, in a suit in Chancery
pending in said Court between the said
William Thomas, Trustee of the Bank of
Illinois as complainants, and the
above named obligors defendants, the
said Court made and entered a decree their
dismissing the bill of the said Thomas, as
requiring him to pay the costs of said suit.
From which decree an appeal was
allowed to the said Thomas, to the supreme
Court, now if the said Thomas, shall duly
prossecute the same appeal, and shall
pay all costs and charges which may
be adjudged against him in case
the decree aforesaid shall be affirmed.
then this bond to be void otherwise to remain
in full force and effect.

Wm Thomas Trustee
of the Bank of Ills

F. A. Garbutt. *Clk.*

"Warrant"

Filed Apr. 14th 1854

J. A. M. Turner, *Clk.*State of Illinois,
Wardlaw County.

I, James M. Barlow, Clerk
of the Circuit Court of said County, do certify
that the foregoing sixty seven pages contain
a full and complete transcript and
copy of the record in the case therein spe-
cified, as full and complete as the same
remains of record in my office.

In Witness Whereof I have here-
unto set my hand and the Judicial
Seal of said Court at
Cape Girardeau this 10th day of
October AD 1854.

James M. Barlow, *Clk.*
By J. A. M. Turner, *Clk.*

State of Illinois S.S. In Supreme Court.

First Grand Division, November 1854.

William Thomas Trustee of the
Bank of Illinois } Appeal from Decree
1st } of Circuit Court

John Carey, Thomas G S Kerrod,
Alexander Seitzpatrick, Alexander Fisher,
George Beck, John T Jones in his own
right used as Executor & Heir of
Michael Jones. Also 6 Co-claimants
John D Richardson, Edmund J Nicholson
Orval Pool, Catherine Wilson Admors
of Harriette Wilson, James H Wilson
Henry S Wilson, Bradford B Wilson,
Emma Leeland Boardman, & John E Boardman,
Lucy Ann McCreary & George W McCreary,
Clay J Porey, Mary Grandson, John E Hall,
John B Grant dec'd & his wife late
Mary E Morris, Sarah A Lawler, and
Thomas P Lawler.

And the said William Thomas Trustee
Appellant comes and says, that in the
proceedings and decree of the circuit
court aforesaid, manifest errors
have intervened to his prejudice, and
he has set down the following
the said court errors in deciding
and decreeing, that upon the facts
stated in the bill, the said complain-
ant was not entitled to a decree
of foreclosure of the ~~first~~ mortgage
except to be foreclosed by the said bill
whereof the said Appellant

pray, that the decree aforesaid, may
be Reversed, as recited In

Wm Thomas

pett in

Appeal

~~Oliver E. Washington~~ Thomas R Lawler
Sarah Lawler
John Olney, Orono Pool, John D. Richardson Thomas G. S. Herod
John B. Lokes + Mary E. Jones, Alexander Freeman, John E. Wall
And the defendants, say there are no

such errors in the said proceedings
and decree of the Circuit Court
as the plaintiff hath above alleged
Wherefore they pray &c

Freeman Montgome-
ry and Olney for
defendants

And the defendants George W. McKieag
Sora A. McKieag, Alexander Kirkpatrick,
John E. Reardon, Leatharine Wilson
Emma Lucinda Wilson Reardon
and Edmund J. Nicholson
say there are no such errors in
the said proceedings and decree
of the Circuit Court as the plaintiff
hath above alleged. Wherefore
they pray &c.

Freeman Montgomery & Olney

And the said James W. Wilson, Henry S. Wilson,
Blanford B. Wilson, and Mary Grundus
infants by their Guardians ad litem
say that there is no error in the
Reasons as alleged.

Olney Secar.
Jad litem

No 267

Wm. M. Thomas, Trustee

Bank of Illinois

vs.

John Olney, et al.

Copy of "Records"

Chks for. ----- \$26.96

14185

Filed 14. Nov. 1854.

H. D. Pierson clk

By St. Sebastian ~~St. Sebastian~~

~~St. Sebastian~~

~~St. Sebastian~~

Thomas

N

Olney

Opinion by Justice J.

A bill was filed by the predecessor of the present Complainant to enforce the guarantee or mortgage, to which a demurrer was sustained by the Circuit Court and its decision affirmed by this court. That case is reported 14 Ill. R. 24. The averments of this bill are much more explicit, ^{than in that} and as is supposed by Complainant a new and a sufficient case is presented. A demurrer to this bill has also been sustained by the Circuit Court and again must the decision below be affirmed here.

This bill shows that a meeting of the stockholders of the bank was held on the 29th of July 1837 at which a resolution was adopted authorizing the board of directors to loan to the trustees of Shawneetown in their corporate capacity for the term of ten years, the sum of twenty thousand dollars at an interest of six per cent. per annum payable annually with ten per cent of the principal, upon satisfactory security being given &c. Accordingly this mortgage was prepared and executed on the 27th of August following, reciting the substance of the resolution of the stockholders & creating a guarantee for ^{the repayment of the loan} ~~the repayment~~ and interest. This mortgage is set forth in the ^{reported} case referred to. Nothing further was done till the ^{eighteenth} ~~last~~ of January 1838. On that day the trustees of Shawneetown presented ^{to the board of directors} their note or bond of that date for twenty thousand dollars payable on the first of January 1839 together with the mortgage. The board of directors passed an order reciting that the trustees of Shawneetown had in pursuance of the resolution of the stockholders passed on the 29th of July 1837, presented their note, stating the substance of it, which note they say is in accordance with a mortgage executed by sundry citizens of Shawneetown to the bank dated the 28th of August 1837 as collateral

Security for the punctual payment of the interest and principal of said note of twenty thousand dollars, they order that the said note be discounted.

The only question which needs to be discussed is whether this loan was in fact made in pursuance of the terms of the mortgage. Whether the mortgagees ever undertook to guarantee such a loan as was made to the trustees of Shrewsbury? The note presented was ordered to be discounted and the order recites that the mortgage was presented as collateral security for the punctual payment of the interest and principal of the note - The note then expresses the terms of the loan, and that there might be no mistake as to the intention of the parties, the order of the board recites its substance, stating that it is for twenty thousand dollars, and is payable on the 1st of January 1839. They presented a note payable on the 1st of January 1839. The trustees asked a credit only till that time, and the order of the board shows unequivocally that they intended to give a credit only till that time. The note expressed the contract between the parties, and a suit against the trustees to collect the debt would have been brought upon the note and not upon the mortgage. The town was debtor to the bank and not the mortgagees. They never agreed to assume any personal liability for any ~~loan~~ ^{loan} to the town, but pledged their property as collateral security for a loan to be made on a term of credit extending from one to ten years. No such loan was ever made for no such credit was ever given. The note was discounted and the loan was made on the 1st of January 1839, and in less than one year from that time the whole amount became due and the bank had a perfect right to sue the town upon the note and enforce the payments. No defence, at least so far as is shown by the bill, could have been set up to defeat the action upon the note. It is not even pretended that any mistake was made in drawing up the note by the trustees

or by the board of directors in reading it. On the contrary, the recitals ⁱⁿ of the order of the board of directors show conclusively that they perfectly understood the note according to its tenor. The mortgage was the instrument which was misunderstood. Its provisions were evidently misapprehended, and that too in its most important particulars, and to such an extent as almost to induce the belief that it could never have been read by the directors. But the guarantors are not responsible for any misapprehension of the terms of the guarantee by the bank. They made their mortgage and prescribed the terms of the loan the repayment of which in case to guarantors. They had a right to prescribe the terms which no other parties had a right to change. No such loan as they agreed to guarantee was ever made and they never agreed to guarantee the loan which was made. They were as much strangers to that transaction as if they had never executed the mortgage. In the case of Ryan & Trustees of Shosonetaun already referred to this question was sufficiently examined, and it is quite unnecessary to go over the ground again. It was there held that in order to create a liability upon the mortgage it was necessary to ~~make a loan~~ ^{in pursuance} such as was recited in the mortgage and to guarantee which it was executed. This held does not show that any such loan was ever made, but on the contrary it shows that a loan of an entirely different character was made.

It was however insisted that the mortgage must be held good for one installment of ten per cent due on the first day of January 1839. By reference to the mortgage it will be seen that none of the principle of the loan was to be come due till one year from that time. The words of the mortgage are "and paying the principle of said loan actually drawn in installments of ten per cent per annum after the first day of January 1839" They were to make annual payments of ten per cent after the first of January 1839 not before. But even admitting

that our instalment of the principal or some of the interest
had happened welcome and at the time the state
fell ~~into~~ ^{due} and still it would not make such
a loan of money as the mortgagees agreed to guarantee
without examining any other questions raised
upon the argument we think the decree sustaining
the demurrer should be affirmed

Thomas
v
Olney

Olney
v
Cotton

Cotton