

(P1)

Pleas had before the Honourable Thomas C. Brown ~~one of the~~ ^{Justice of the} Supreme Court of the State of Illinois and presiding Judge of the Franklin Circuit Court in the third Judicial Circuit in said State on ^{up} Thursday the tenth day of October in the year of our Lord one thousand eight hundred and thirty three and of the Independence of the United States the Fifty Seventh:

Be it remembered that heretofore To wit on the 23rd day of September Anno Domini 1833. The President and Directors of the State Bank of Illinois filed in the Clerk's office of our said Court. their Declaration against Thomas Province Thomas Luer and Thomas M. Dorris which said Declaration is in the words and figures following that is to say: - State of Illinois Franklin County Oct Term 1833. ^{up} The President and Directors of the State Bank of Illinois Complain of Thomas Province Thomas Luer and Thomas M Dorris. summoned &c. of a plea of debt. that they render unto the said plaintiffs the sum of \$39.84. with interest thereon from the 31st day of August 1829 till paid, which to them they owe and from them unjustly detain For that whereas the said Defendants. heretofore To wit on the 31st day of August 1829. at the county aforesaid by their certain writing obligatory sealed with their seals and now here to the court Shown the date whereof is the same day and year aforesaid; eight months after ^{the} date thereof jointly and severally Promised to pay to the said p^lffs

(2) for the use of the People of said State. the sum of thirteen dollars 28 cents parcel of the said sum of \$39.84 cents above demanded, it being the installment of a debt of \$39.84: therefore due the said Bank, payable with interest from the date, for value received:— And for that whereas the said Defendants, on the day and year last aforesaid at the county aforesaid, by their certain other writing obligatory, sealed with their seals and now here to the court shewn the date whereof is the day and year aforesaid. twenty one months after the date thereof, jointly and severally, promised to pay to the said Plaintiffs for the use of the people of said State, another sum of ~~\$13.28~~ \$13.28 cents, other parcel of the sum of \$39.84, above demanded, it being the installment of a debt of \$39.84: therefore due the said Bank payable with interest from the date, for value received: And for that whereas the said Defendants on the day and year last aforesaid, by their certain other writing obligatory, sealed with their seals, and now here to the court shewn, the date whereof is the day and year last aforesaid. thirty two months after the date thereof, jointly and severally, promised to pay the said Plaintiffs, for the use of the People of said State, another sum of \$13.28. residue of the said sum of \$39.84. therefore due the said Bank, payable with interest from the date of said bond, for value received. Yet the said Defendants, or either of them, did not 8 months after the date of the first described. nor twenty

(3) one month after the date of the second described; nor thirty two months after the date of the third described writing obligatory. pay to the said plaintiffs the said sum of \$13:28. mentioned in each of said notes respectively with interest thereon from the date of said notes to said date. But the said Defendants, or either of them, to pay the said plaintiffs the said sum above demanded, being the amount of all three of said notes, with interest as aforesaid, have hitherto wholly failed and refused and still do fail and refuse. To the damage of the said plaintiffs of thirty dollars and therefore they sue &c

Coddy for Plffs

And afterwards To wit on the day and year last aforesaid the said plffs filed the three several writings obligatory. in the said plffs declaration mentioned. Which said several writings obligatory are in the words and figures following that is to say: \$13:28. eight months after date we or either of us promise to pay the President and Directors of the State Bank of Illinois for the use of the People of the said State the sum of thirteen dollars and twenty eight cents it being the instalment of a debt of thirty nine dollars and eighty four cents heretofore due the said Bank payable with interest from the date for value received witness our hands and seals this 31st day of August 1829

Received for Isham Linn

Thomas Provencher (Seal)
Thomas ^{his} Linn (Seal)
mark

Thos. M. Davis (Seal)

(4) \$13.28. Twenty one months after date we or either of us promise to pay The President and Directors of the State Bank of Illinois for the use of the People of said State the sum of thirteen dollars and twenty eight cents. it being the installment of a debt of thirty nine dollars and eighty four cents heretofore due the said Bank payable with interest from the date for value received. Witness our hands and seals this 31st day of August 1829

Received for Escham Turner

Thomas Provencher Seal

Thomas ^{his} Turner Seal
mark

Thos. M. Davis Seal

\$13.28 Thirty two months after date we or either of us promise to pay the President and Directors of the State Bank of Illinois for the use of the People of said State the sum of thirteen dollars and 28 cents. it being the installment of a debt of thirty nine dollars and eighty four cents heretofore due the said Bank payable with interest from the date for value received. Witness our hands and seals this 31st day of August 1829

Received for Escham Turner

Thomas Provencher Seal

Thomas ^{his} Turner Seal
mark

Thos. M. Davis Seal

And afterwards To wit on the 23rd day of September 1833 the said Plaintiff's caused a summons to be issued out of said Clerk's Office to said Defendants. which said summons is in the words and figures following that is to say.

State of Illinois

Franklin County

The People of the State of Illinois To the

(5) Sheriff of said County greeting We command you to summon
Thomas Provence. Thomas Tiner and Thomas M. Gornis to be
and appear before the Judge of our Circuit Court for said
County on the first day of our next Term To be holden at
the Court house thereof in Frankfort on the first Monday
in October next ensuing. To answer the President and Di-
rectors of the State Bank of Illinois for the use of the people
of said State in a plea of debt thirty nine dollars eighty four
cents. damages thirty dollars. And have them there this
mit-



Witness the Honourable Thomas C. Browne Judge of
our said ^{circuit} Court and the Clerk's private Seal there
being no Public Seal at Frankfort. This 25th day
of September A.D. 1833. J. M. Hubbard Clk.

Which said summons being put into the hands of the Sheriff of said
County was returned by him with the following endorsement To
mit- Executed on all but Provence this 25th of September

1833 M. L. Duncan Shff.

And afterwards To mit- At a circuit Court continued and held at
the Court house in Frankfort on Thursday the 10th day of
October Anno Domini 1833 the Court pronounced the following
Judgment: and made the following order in the premises
that is to say

The President and Directors of the State Bank of Illinois	} Plaintiffs
vs Thomas Provence. Thomas Tiner and Thomas M. Gornis	
	} In Debt
	} Defendants

This day came the said plaintiffs by

Thomas Province, Thomas Finer
and Thomas M. Dorris
vs

Plffs in Error

Supreme Court.

The President and Directors of the
State Bank of Illinois

Defrs in Error

And now on this day came Province, Finer and Dorris plffs in Error by Field
& Grant their att: and say that in the record and proceedings as aforesaid and in the judgment
aforesaid there is manifest error in this, To wit:

1st The Court below gave judgment against the defendants in the Court below on
a note executed to the President and Directors of the State Bank of Illinois when
the judgment should have been given for the defts below.

2nd The act under which the plffs in the Court below sue, was the act incor-
porating a Bank with the avowed object of emitting bills of credit in violation of the Con-
stitution of the United States and therefore void in every part.

3rd The notes upon which the plffs below sue, was a note obviously given under said
act for the loan of the bills and notes of said Corporation and therefore for no
valuable consideration.

4th The act aforesaid being a violation of the Constitution of the United States,
was wholly void in all respects: and the Bank as a Corporate body has no
existence in legal contemplation and consequently has no right nor power to
institute or maintain any action against any individual.

For the errors aforesaid the plffs in Error pray that judgment aforesaid may
be reversed and they restored to all their rights &c. Field & Grant, plffs at &c

Tues. Morris

^m
The State Bank

Assignment of Enm.

Dated Feb. 7th 1834

J. M. Duncan
Clerk

N^o 47

Feb. 13th

Walter B. Smith
vs
John S. Davis

and now this day come the Defendants
in Error, and say that there is no sufficient error in
the record and proceedings, nor in the judgment aforesaid
to reverse the aforesaid judgment, and for want of better
and error, the Defendants pray that the Judgment may
be affirmed, and damages awarded &c

Arman W. Edwards

Attorney General

State Court
in Error

~~John S. Davis~~

Thomas Finley vs Thomas
McDorris impeached
with Thomas Grover

Filed Feb. 11th 1854
M. Duncan

Clerk

Seal
In Error vs Grover
for M. Duncan

Hate Bank
and
Wm L Dorris

founder in error

No 47

Filed Dec. 5th 1834

FD 139

State of Illinois, sct.

The People of the State of Illinois,

To the Clerk of the Circuit Court for the County of *Franklin*

GREETING:

BECAUSE in the record and proceedings, as also in the rendition of the judgment of a plea which was in the Circuit Court of *Franklin* — county, before the Judge thereof, between

The President and Directors of the State

Bank of Illinois — plaintiff, and *Thomas*
provenue, Thomas Linn & Thomas M. Dorris

— defendants, it is said manifest error hath intervened to the injury of the aforesaid *defendants* as we are informed by *this* complaint, and we being willing that error (if any there be) should be corrected in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly and openly without delay, send to our Justices of our Supreme Court the record and proceedings of the plaint aforesaid, with all things touching the same, under your seal, so that we may have the same before our Justices aforesaid at Vandalia in the county of Fayette, on the *first Monday in December* — next, that the record and proceedings, being inspected, we may cause to be done therein, to correct the error, what of right ought to be done according to law.

Witness, the Hon. William Wilson, Chief Justice of our said Court, and the seal thereof at Vandalia, this *26th* day of *March* — in the year of our Lord one thousand eight hundred and *thirty four*

James M. Duaneau
Clerk.

Minor & Dorris
vs. } Writ of Error,
State Bank

The plff in error having filed
his Bond according to an or-
der of Hon. J. N. Smith, Judge
&c. this writ of error, pur-
suant to the rules of court
in such case provided,
is to operate as a supersedeas
& to be obeyed accor-
dingly.

Filed March 26 1834

No. 47

Sup.

7/13/34