

No. 14446

# Supreme Court of Illinois

Catlin

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vs.

Perley

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STATE OF ILLINOIS,  
SUPREME COURT,  
Third Grand Division

No. 196

*Cather*

*vs*

1868

*Perley*

1868

Supreme Court of Illinois,

THIRD GRAND DIVISION.

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APRIL TERM, A. D. 1863.

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ARCHIBALD M. CATLIN, APPELLEE, }

*ads.*

PUTNAM PERLEY, APPELLANT. }

APPEAL FROM WINNEBAGO.

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APPELLEE'S BRIEF.

All that appears in this case by the proofs, though the bill claims something more, is, that appellant had obtained a decree against the appellee, requiring him to convey to him a parcel of land; that before the land had been conveyed to appellant, he, at the suggestion of, and with the advice of, one W. D. B. Morrell, by deed, relinquished his rights in the land under the decree.

This relinquishment the appellant, by his bill filed in this cause, endeavors to set aside, as improperly obtained, and extorted from him by us, by duress, imposition or fraud, and without consideration.

The improper practices, charged upon appellee, are all embraced in the alleged agency of W. D. B. Morrell, in obtaining the relinquishment from appellant. It is charged that Morrell was employed by appellee, to obtain the release from appellant; that appellee charged appellant with the commission of a criminal act, an assault with attempt to commit a rape; and through Morrell, threatened him with a prosecution for the offence, and by such threats operating on the fears of appellant, induced him, although innocent, to execute the release.

The proof falls very far short of establishing these allegations. W. D. B. Morrell is the only witness introduced by appellant on this point, who was the brother-in-law of both parties, and desirous of effecting a settlement between them. Appellant had obtained his decree in his suit; but appellee was intending to bring the cause to this Court, and Morrell, in all he did in the matter, acted as the friend of both parties, and not as the agent of appellee.

By his testimony, it appears that appellant was involved in difficulty with a female cousin of Morrell's; that Morrell, after conversing with her, became apprehensive that the difficulty might prove serious, and that appellee might be induced to encourage a prosecution of the charge, and, as appellant's friend, advised him to settle with appellee; that he at the same time urged upon appellant other reasons for settlement, to wit: that it would produce peace in the family; that the suit would be appealed unless settled, and that he thought it would be for the best. And it appears that some or all of these reasons induced appellant to make the settlement, and give the release.

The only question in the case, grows out of the conduct of Morrell on that occasion. We insist that Morrell, in what he did, acted no more for our interests than for appellant's; in fact, not as much: and we think the proof shows, that as appellant's friend, he was justly apprehensive, from the facts which he had learned, and felt that it was necessary to remove all inducements to any person to prosecute, and to remove such inducements from appellee, he proposed this settlement. The advice may have been injudicious, but there is no reason to doubt that it was the honest opinion of the witness, and that it was yielded to by appellant as such.

Appellant is shown to be a man of fair business capacity, capable of judging of, and guarding, his own interests, and he deliberately consents to the proposition, and releases the decree. There doubtless was some motive for his doing so, which we may not be able to understand. There may have been *that* in the circumstances on which the charge was founded, which caused him to fear. He evidently knew on what the charge was based, and how it ought to induce him to disarm other antagonists. It may have been that he had become tired of the suit, which he knew was to be carried to a higher Court, as he told the witness, John Morrell, and that may have determined him to put an end to the litigation, which was the disturber of family peace.

The testimony is clear that appellee was not aware of the supposed offence until long after he received his release; that he neither put it afloat, or threatened to make any use of it; in fact, that he was ignorant of it. And the proof fails to show that Morrell was influenced by any other motive than a regard for appellant's safety and character, and this seems to have been the ground on which the settlement was urged.

The only question before the Court is, were such practices made use of, to obtain that release, as will induce this Court to set it aside. It is certainly shown that no such practices were made use of by appellee, either by himself or

by any agent; neither does the act of W. D. B. Morrell show any intention on his part to advise or urge upon appellant any act which he did not deem for his best interests, nor had he any motive but his regard for the interest and peace of appellant.

No motive urged by Morrell, except the one to avoid the chance of a prosecution, was at all improper; and when urged by a friend, *that* can scarcely be considered so, whether the act of which appellant had been guilty was an indiscretion or a crime (which we do not know). I have never yet learned that a party might not settle, or even yield, a lawsuit, for the purpose of removing from the other litigant inducements to prosecute him on other matters, provided such other litigant did not urge the motive; and if the appellant was influenced by a desire to prevent the prosecution for an actual criminal offence, Chancery cannot relieve him from the consequence of an act to which he was impelled by such a motive.

It appears by the testimony of two witnesses that appellant gave other reasons for his release of the lands; very shortly after the release was given, he says: It was given for peace in the family, and to settle the suit. Two witnesses, neighbors and relatives of appellant, swear to this; this is said to be a fictitious reason. I do not so regard it. Supposing appellant did not wish to avow the real reason, as the other side suggests, was it necessary that he should give a false one in the particular manner he did? At all events he cannot deny here that he spoke truly on that occasion. Some objection is raised to these witnesses, but they testify candidly and fairly, and tell no more than they know.

The witness, W. D. B. Morrell, who testifies to the making the release, is appellant's witness; he testifies fairly, and yet it is contended that the court should infer more from his evidence than he testifies to on some ground of inducement to swear in our favor.

It is said that the consideration was inadequate. The consideration was sufficient to uphold the transaction, and of itself constitute no grounds for interference, but it is to be considered that it was not for land, but a decree which the appellee was threatening to appeal to this court, and which, possibly he might reverse, and even as to the land itself, there had been great fluctuations in its value, and appellant claimed to have bought it originally for \$200, of appellant.

## POINTS.

No cause is shown for a reversal of the decree in this case. The acts of Morrell do not amount to either fraud, duress or imposition, and courts will only interfere to set aside contracts where fraud, force or imposition has been made use of, which has not been shown in this case.

*See 1 Iredell, Equity, R. 199.*

All the cases referred to by appellant, show, in some manner, very gross cases of imposition, in taking advantage of imbecility, ignorance, want, or of some confidential relation between the parties.

The criminal cases referred to are cases where money was extorted by threats to prosecute the victim for the most odious crime known to the English law, and the crime most obnoxious to public sentiment in that country, the punishment of which is death. This extortion was bold robbery in England but it is doubtful whether it would be so held, in this country.

The other matters in this case not being sufficiently proved, the consideration is ample to uphold the release; in fact, most of the cases referred to by the other side are for us.

Some little question is raised as to the release, whether it is a sealed instrument. I think it is beyond question, and, at all events, it clearly shows on its face that it was intended to have been a sealed instrument, which intention, I understand, must govern courts of equity; besides I am doubtful whether in a court of equity, a seal will give it any additional validity.

JAMES M. WIGHT,  
*Appellee's Attorney.*

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Suprem Court  
Archibald Leitch

ad

Peterson Pals

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Filed April 20. 1868.  
St. Louis  
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Mr. Justice Walker delivered the opinions of the Court:

~~Walker~~ It is urged, that the quit claim deed, to vacate which, this bill was exhibited, was obtained by fraudulent representations, and without consideration. It appears from the evidence in the record, that Marshall, the brother-in-law of both parties, was solicited by either, was the active agent, in procuring its execution. He went to plaintiff in error, and urged him to make the deed, for the purpose of restoring friendly relations between the families, ~~and~~ <sup>to</sup> preserve their respectability, and end all strife. He also urged as a reason for doing so, that the fence suit in reference to the same property was not yet at an end and defendant in error designed to remove the cause to the Supreme Court, which would increase the expense. That if he refused, that plaintiff believed, that defendant in error would prosecute plaintiff in error, for an assault with intent to commit a rape, on a woman residing in the county, a rumor of which was then in circulation.

It appears that plaintiff in error  
refused at the first interview with  
Marshall, but on his return, after  
having an interview with the  
woman he consented and execu-  
-ted the deed. But not until he  
informed plaintiff in error that  
she confirmed the truth of the  
rumored assault. He also assur-  
-ed ~~to~~ him that he believed defend-  
-ant in error would do what was  
right. Plaintiff in error acted with  
reluctance. This conversation  
was had in the presence of the  
wife of plaintiff in error, who  
was deeply distressed. Witness gave  
the assurance that defendant in  
error would, at least, pay his  
lawyer's fee in the former suit,  
and would, perhaps, repay him  
all the money that he had paid  
to defendant in error upon the  
land. After the deed was executed,  
Witness returned to Rockford and  
delivered the deed to defendant in  
error.

At the time of its delivery, de-  
-fendant gave to Witness, his not  
for one hundred dollars, which

he procured the money, and paid  
to plaintiff's attorney in the pre-  
vious litigation \$90, and there-  
remaining twenty was paid on  
a bill of costs in that suit for  
which plaintiff was liable. In  
the afternoon of the same day,  
plaintiff came to Rockford, for  
the purpose of repossessing him-  
self of the debt, but it had then  
been delivered.

This witness positively denies  
that this arrangement was made  
at the request of defendant in  
error. Nor is there any evi-  
dence in the record, tending to sup-  
port that charge in the bill, and  
even if false and fraudulent rep-  
resentations were made, which  
does not appear, defendant in  
error was ~~not~~ not a party to,  
or responsible for, them. The evi-  
dence shows that plaintiff acted  
under excitement, and that the  
circumstances which surround-  
ed him operated with considerable  
pressure, and that he finally ~~gi-~~  
<sup>yielded</sup> reluctantly. But there is  
no evidence that he is a man of



to deliver the debt and to receive  
the money. He received all that  
he had any positive assurance  
~~that~~ he would get. This considera-  
tion, although disproportionate  
to the value of the land, was ad-  
-equately support the debt. We can  
-perceive no grounds for rescin-  
-ing the deed, and it must be  
affirmed. Deed affirmed.

Dr Perley

196 vs 57.

A. M. Leutler

Opinion by  
Walling

Recorder Book 13  
pp 77, 78, 79,

# SUPREME COURT OF ILLINOIS,

THIRD GRAND DIVISION, - - - APRIL TERM, 1863.

PUTNAM PERLEY,  
*Appellant,* }  
vs. }  
ARCHIBALD M. CATLIN,  
*Appellee.* }

Putnam Perley filed his bill in chancery in the Winnebago Circuit Court March 28, 1860, against Archibald M. Catlin and Walter D. B. Morrell. The bill was demurred to, and on the 8th of March, 1861, complainant dismissed the bill as to defendant Morrell, and filed amendments.

1 The bill and amendments state that on or about the year 1850 complainant purchased of defendant Catlin, two acres of land in the city of Rockford, described as follows: Commencing at a point on the half section line fifty links west from the center of Seminary Street, in the city of Rockford, Illinois; thence west on the half section line ten chains and thirty-one links to Rock River; thence south on the bank of Rock River one chain and ninety-four links; thence East ten chains and thirty-one links to the West side of Seminary Street; thence North one chain and ninety-four links to the place of beginning, containing two acres of land.

2 That complainant was obliged to bring a suit in chancery in the Winnebago Circuit Court, to compel a specific performance by Catlin of his agreement to sell and convey the land to complainant, and obtain a decree in said court at the February Term, 1858, ordering Catlin to make, execute and deliver a proper and sufficient conveyance of said land to complainant, clear of all incumbrances, or in default thereof, that the master in chancery should execute such conveyance; that Catlin failed to comply with the decree, and the master in chancery, upon application of complainant declined to execute said conveyance.

3 That after the decree was rendered, and sometime in March, 1858, Catlin being determined to defraud complainant and deprive him of said land, combining with other persons, fraudulently set on foot a criminal charge against complainant, without foundation in fact, accusing complainant with having acted criminally against a person who was an entire stranger to all matters in controversy, or otherwise between complainant and Catlin; and in pursuance thereof, Catlin caused one Walter D. B. Morrell to come to complainant's house, on or about the 11th March, 1858, and by representing to complainant the disgrace to which he would be subjected in the event of such criminal prosecution, and by long importunity, and by working upon the sensitiveness of complainant, without any consideration whatever, induced complainant to sign a paper, purporting to release and convey the claim of complainant in said premises to Catlin, which said instrument appears to have been proved in an informal manner, by said Morrell as a witness, and recorded in said Winnebago county, March 15, 1858, in book 42 of Deeds, page 434. a copy of which is attached to the bill marked exhibit "A" to be taken as a part of said bill. That Catlin has since enclosed the land and claims the same and the possession thereof.

4 That complainant was threatened with a criminal prosecution, unless he would release said land to Catlin, and in consequence, was induced to sign said instrument. That said instrument was signed by complainant without any consideration or any agreement for any consideration for the same, but solely in consequence of said threats and importunities, and complainant would not have signed the same, had not his fears been so wrought upon that he scarcely knew what he was doing.

11 That at the time Morrell came to complainant's house, on or about said 11th March, 1858, Morrell charged complainant with the crime of an assault

with intent to commit a rape ; charging said assault to have been made upon a person who was an entire stranger to all matters in controversy, between complainant and Catlin. And Morrell assured complainant that Catlin would prosecute him on said charge, unless complainant would give Catlin a quit-claim deed for said land. That Morrell for a long time urged complainant to execute such quit-claim deed, for the purpose of saving complainant and his family from the disgrace of such a prosecution, and to save complainant from the penitentiary, and to prevent the utter ruin of complainant's family ; that he, Morrell, was afraid to go home without such quit-claim from complainant, because the Sheriff would then be sent up to arrest complainant ; that he had seen the Sheriff at Rockford, just previous to coming to complainant's house, and that complainant would be arrested and imprisoned, and suffer all the ignominy resulting from a charge of such a nature ; that if complainant refused to execute such quit-claim said Catlin would prosecute said charge unrelentingly against complainant.

And although complainant denied there was any foundation for such a charge, yet said Morrell insisted that complainant was in the power of Catlin and the person upon whom said assault was charged to have been made; and that complainant's reputation and the peace of his family would inevitably be sacrificed unless he consented to execute such quit-claim to Catlin.

That Morrell remained during the night at complainant's house ; that most of the conversation between Morrell and complainant, took place in presence of the wife of complainant, and that Morrell by the statements aforesaid, of the danger said complainant and his family would be in, if complainant persisted in refusing to execute such quit-claim, awakened the alarm of the wife of complainant, and complainant was finally so overcome by the means aforesaid, that he signed said release and quit-claim, which had been previously prepared by Morrell. That complainant was suffering from ill-health at the time. That said release or quit claim was simply signed by complainant, but not sealed and does not bear complainant's seal, but his signature only.

That Catlin, by means of said instrument so fraudulently obtained from complainant, claims said land and holds possession of the same, and refuses to deliver up said land to complainant, who is in equity entitled to the same, sometimes alleging that he paid complainant a good consideration for the same, &c. ; whereas, complainant charges the contrary to be the truth, &c.

The oath of defendant Catlin is waived. The bill prays that said instrument purporting to release and convey the claim of complainant in said premises to said Catlin, may be decreed wholly void and of no effect ; that said instrument may be delivered up and cancelled ; that Catlin may be decreed to convey the premises to complainant, and deliver up possession of the same to complainant ; that he may be restrained by injunction, from conveying, incumbering, or disposing of the land ; and for such further or other relief as the nature of the case may require, &c.

Prayer for writ of injunction and summons.

- 6 Exhibit "A" attached to the bill, sets out a copy of the release or quit-claim referred to, which appears in the testimony of witness Morrell.
- 15 The answer of defendant Catlin, filed Sept. 25, 1861, being without oath, admits that complainant obtained a decree in substance as stated in his bill ; but insists that complainant did not in a legal sense, purchase the land, and if defendant had been able to prove the facts in regard to said pretended purchase, said decree would not have been made. Admits defendant has never conveyed the land to complainant, and the master in chancery has never made such conveyance, for reason that on or about March 11, 1858, complainant, by his deed, conveyed and released to said defendant, all his right and claim in said land, and by so doing, released defendant from performing decree. Denies that he determined to defraud complainant, or combined with Morrell or any person for any such purpose. Denies he set on foot any criminal prosecution against complainant, or charged him with any criminal act.

Defendant is informed and believes that Morrell did, on or about May 11, 1858, visit complainant's house, and admits that Morrell obtained from complainant an instrument of writing, such as set out in schedule to bill, which is the same instrument hereinbefore mentioned; but denies he caused Morrell to go there, or make use of the representations as alleged, and defendant is informed and believes that Morrell did not make any such representations, either for the purpose of obtaining the execution of said instrument or for other purpose.

- 17 -- Denies said instrument was executed without consideration—states that defendant at that time, and always, believed that complainant's claim most unrighteous and unjust, and that said decree should not have been made; and was determined to take said suit to Supreme Court, and at time of the execution of said release, was intending to take it to Supreme Court; in consequence of the execution of said instrument did not take it to Supreme Court. Defendant also agreed at same time to pay the counsel and solicitors fees of complainant, and costs in another suit, which had before been commenced against defendant by complainant for same cause of action, and afterwards dismissed by complainant at his costs which defendant was in no manner liable to pay. That defendant afterwards paid said fees, amounting to about \$80 00, and costs about \$20 00, which sums were paid for the purpose of settling said suit between defendant and complainant, and defendant received no other consideration for payments but said release.
- 18 -- That said instrument was proved by oath of Morrell and afterward recorded, and defendant has caused the land to be inclosed, as alleged.

Denies he ever directly or indirectly threaten to prosecute complainant for any criminal offense, or caused or solicited Morrell or any person to make such threats.

- Defendant says complainant is a brother-in-law of defendant; their wives are sisters, and sisters of Morrell; that the litigation in respect to the land partook somewhat of the character of family quarrels, and Morrell was desirous of composing such quarrels, and undertook to persuade complainant to come to a settlement, without solicitation or authority from defendant, made the arrangement, and upon his return from Pecatonca, stated to defendant the terms of said agreement; that the defendant was to pay said counsel and solicitor's fees and costs; that they
- 19 would amount to about \$100, and that upon such payment he was to receive the release, and defendant without any idea that improper means had been used to procure said terms, acceded to them, and by so doing, ratified the contract which had before been made by said Morrell, and made a note which Morrell procured to be discounted, and with the proceeds paid said solicitor's and counsel fees and costs, and Morrell delivered the release to defendant. Defendant says that until he accepted the terms of said agreement as they were stated by Morrell, he was in no manner bound by any act of Morrell; that Morrell did not then inform defendant that he had used any of the threats, &c., mentioned in said bill. Nor did defendant then know that complainant had been guilty of any offense or act which could have been made the basis of a criminal prosecution, though defendant had heard that complainant was involved in some difficulty with some of his neighbors.

- 20 -- Defendant does not know what passed between complainant and Morrell on March 11, 1858; that he is informed and believes the allegations of the bill of what then took place <sup>are</sup> wholly untrue; that defendant believes Morrell ascertained there were damaging reports in circulation injurious to the reputation of complainant, and being much alarmed, Morrell, as friend and brother-in-law of complainant, and not as agent of defendant, visited complainant to inquire into said reports and give such assistance, by way of counsel, as might be proper, and after making inquiry, became impressed that if complainant was not guilty of a criminal offense, had been at least guilty of such gross indiscretions as might be like one, and urged

- complainant, as a step of precaution, to settle all matters of difference he might have, and particularly that he should settle his suit with this defendant; and Morrell may have expressed an apprehension that people with whom he was on unfriendly terms, might encourage the prosecution of complainant criminally in respect to said difficulty; that if Morrell made such suggestions to complainant he made them as friend of complainant, desirous of extricating him from a painful difficulty, and to remove all inducements which other persons might have to encourage said prosecution on account of said difficulty; and to save complainant and his family from reproach; and in making them had in view the best interests of complainant, and not the interest in any respect of this defendant. Defendant never desired complainant prosecuted, and insists complainant was not induced by any threats or representations by him directly or indirectly made to execute said instrument; and if complainant was induced to settle on more liberal terms to defendant than he would otherwise, by fear this defendant might take up such prosecution, said fear was not derived from any words or acts of defendant or any person authorized to act or speak for him but was solely a fear engendered in the mind of complainant &c.; and defendant insists that fears of complainant not directly or indirectly caused by defendant, cannot have any effect on said settlement.
- 21 Defendant does not know what determined said complainant to settle said difficulty with this defendant in the way he did, but the suit resulting in the decree mentioned in the bill, caused considerable irritation to this defendant and his family; that it was believed by them that complainant had taken an unfair advantage, &c.; that the opinion of defendant and his family, was to a considerable extent shared by mutual friends and relations; and that one motive influencing the settlement, was to restore peace to different members of the family, and defendant is informed and believes complainant stated while said litigation was pending, that he carried it on more for the purpose of showing that he was right, than that he cared anything about the land; and that Morrell recalled this to complainant's memory, and urged that it would be very magnanimous for him to give up the benefit of the decree after obtaining it; and that defendant had expressed a determination to take said cause to the Supreme Court; and that complainant's motives in executing the release, were to restore peace, &c., and obtain credit for great generosity, and stop further costs and expenses of litigation; that the knowledge of said complainant of the injustice of said decree might have had some influence.
- 22 That the day after the execution of release, complainant came from Pecatonica to Rockford, and defendant therefore denies that low state of health caused complainant to execute release. Defendant does not know where said release was prepared, but thinks by Morrell at complainant's house. It is informally drawn, but defendant thinks it possesses all the requisites of such an instrument, and believes it to be sealed, and is not aware that a seal would have any effect on the instrument in this court; denies all unlawful combination, &c.
- 23 Sept. 25, complainant filed general replication.

COMPLAINANT'S EVIDENCE.

*Deposition of Walter D. B. Morrell.*—Witness resides at Rockford; age about thirty-seven; knows the parties; exhibit "A," submitted to witness. Witness signed the same as subscribing witness.

EXHIBIT "A."

PECATONICA, MARCH the 11, 1858.

- 27 Know all men by these presents, that I, Putnam Perley, in consideration of the sum of one dollar to me in hand paid, by Dr. A. M. Catlin, the receipt whereof, I hereby acknowledge, do give, grant, convey, and release all my right title and claim for myself and my heirs, to the said A. M. Catlin, to a certain tract or parcel of land, situated in the city of

Rockford, on the East side of Rock River, in the county of Winnebago, in the State of Illinois, bounded as follows: On the North, by land owned by  
 28 D. S. Penfield, on which his residence stands; on the South by land owned by Dr. A. M. Catlin, on which his residence stands; on the East by Seminary Street, and on the West by Rock River, and containing (2) two acres, the same being that parcel of land, which has been in litigation for three years past in the chancery Court of Winnebago county, between said Perley and Catlin, and for which a decree was issued by the court holden in March, 1858, in favor of Mr. Putnam Perley

PUTNAM PERLEY.

Signed, sealed and delivered March this 11th, 1858, }  
 L. S. Witness, In the presence of W. D. B. Morrell. }

STATE OF ILLINOIS, } ss.  
 Winnebago County, }

I, William H. Ogden, a Notary Public in and for said county, do hereby certify that Walter D. B. Morrell, whose name is subscribed to the foregoing deed, as witness of the execution thereof, and personally known to be the same person who subscribed such deed as witness, appeared before me this day in person, and being by me duly sworn, deposes and says that he is a resident of the town of Rockford, in the county of Winnebago; that he saw Putnam Perley execute the within conveyance; that the said W. D. B. Morrell subscribed his name thereto, as witness, and that he knew the said Putnam Perley, to be the person described in, and who executed the said conveyance. In witness whereof, I have hereunto set my hand and notarial seal, at Rockford, this fifteenth day of March, A. D. 1858.

(L. S) WILLIAM H. OGDEN, Notary Public.

*Testimony of Witness Continued.*—I visited Mr. Perley's house to try and induce him to give a release of the land mentioned in said paper. I went on the tenth day of March 1858.

30 I talked with Mr. Perley. I was there about an hour, and then went to see a cousin and returned, and staid all night at Mr. Perley's house.

I had considerable conversation with Mr. Perley respecting the land; advised him to give it up. He did not conclude do it until morning.

I wrote this paper and he signed it. I urged him to do it very strongly. I told him I thought it was for the best that he should do it. I told him I believed the doctor would pay him back his money, and do what was right. One thing I said was, the case was not finished; that the doctor would certainly carry it on; that I had heard him say he would carry it as far as the law would carry it before he should ever give it up; that he was not at all sure of the land as yet; that there would be a chance for peace between the families.

And I used other arguments of a private nature then to induce him to give it up.

Among other arguments that I used was, that I believed that Mr. Perley would have trouble from Dr. Catlin about a criminal matter that Mr. Perley was charged with.

He was charged with an attempt at rape upon the person of a married woman in Pecatonica. She was no blood relation to Catlin or Perley, and had no connection in this matter that I know of.

Mr. Perley's wife was my sister. I was afraid that the doctor might take this matter up, and my regard for the honor of my family prompted me to take away all chance for such a charge being brought against Mr. Perley, as might have been brought by the doctor if he had been disposed to bring it.

I told Mr. Perley that he had put a club into the doctor's hands to beat his own brains out with. I used words that I believed Doctor Catlin would pursue him in that matter, unless he gave the release of that land.

31 When I first talked with Mr. Perley, he refused to do it.  
 Mr. Perley's wife was present at the conversation, and knew what we

were talking about. Think we retired between ten and eleven o'clock.

We talked about it after I came back from my cousin's.

Some time there was a perfect silence. We all felt badly. I felt very badly; as I recollect there was not much said about it after seven o'clock. My sister felt very badly. I wrote the exhibit "A" after twelve o'clock, midnight; I cannot tell the precise hour. I left on the morning train, about 9 o'clock.

When the instrument was signed by Mr. Perley we were both excited.

Q. State how Mr Perley appeared at the time, and just previous to the time of signing? (Obj. to.)

Ans.—He had been crying. I do not recollect whether he was at the time he signed it or not, but he had been previously.

Q. State what was the appearance of Mrs. Perley? (Objected to.)

Ans.—She was feeling very badly and crying.

I gave the release to Dr. Catlin. He has cultivated some part of the land in question. He has used it just as he has the rest of his land. It is same land that was in dispute between Catlin and Perley, and for which Perley got a decree in March, 1858, in the Circuit Court of Winnebago county. The land is in Rockford, Winnebago county. The land is worth \$200 per acre, as I think.

There was nothing paid down to Mr. Perley at the time he signed the release.

I undertook to agree to promise, that the Doctor would pay his lawyer. 32 I told him that I believed the doctor would do what was right.

I saw Mr. Perley on the night of the same day that I left his house, at my house in Rockford; Mr. Perley wanted to know where the paper was that he had signed. I told him that I had given it to the Doctor. He expressed regret that I had given it to him. He wanted to get it back. The words used I can't recollect, but that was his business down—to get it back. He seemed to have repented; was sorry for having given it. The pay spoken of to Miller, was as lawyer in the suit about this land. There was no other consideration for the release, than what I have mentioned; no other pecuniary consideration. Mr. Perley resided at Pecatonica, fourteen miles from Rockford, at the time of this transaction.

*Cross Examination.*—Mr. Miller was Perley's lawyer; his fee was \$80; I paid him for Dr. Catlin; the debt was Perley's; Dr. Catlin gave his note for \$100; I got it discounted to raise the money to pay Miller. Think there was a surplus which I paid Derrick costs on a suit, for which Perley was holden—between Catlin and Perley, The note was given right off immediately after that paper—it was given when I handed the paper to Dr. Catlin.

I think I told him I had agreed that he would pay Perley's lawyer; I think this other debt was referred to, that I paid those costs. I told him what I had told Perley, that he—the Doctor—would do what was right in 33 the matter, to which he made no objection. Dr. Catlin married my sister. Mrs. Perley is my sister. I had known of the controversy and and the lawsuit between them before. Dr. Catlin never employed me in any way; it was all voluntary on my part. One motive was to procure peace in the family, another was to save the family from disgrace. (Testimony as to the motives of witness obj. to by complt.) Dr. Catlin lives in the city of Rockford, on the east side of Rock River. I was at Perley's perhaps an hour before I went to my cousin's; stayed at my cousin's about an hour.

Q. Did you feel worse about this matter after seeing your cousin than you did before? (Obj. to.)

Ans.—I felt worse about it. (Obj. to.)

Q. What made you feel worse? (Objected to)

Ans.—This cousin that I went to see was the woman on whom the report was that Mr. Perley had attempted to commit a rape. It had been before only rumor that I had heard about it. She confirmed the rumor

by her statement to me to be a fact. That was the consequence of my feeling worse when I returned—the confirmation of it. I had a talk with Mr. Perley in Rockford the day before I went up and I think also at his house before I went over about that matter. I should think that Dr. Catlin had not much acquaintance with this person; he knew her, but not much acquaintance.

Q. Had you conversed with Dr. Catlin about that difficulty of Mr. Perley's before that time?

Ans.—I believe it was mentioned at one time; what was said about it I can't say. The Doctor knew nothing of my going to Pecatonica at that time.

Q. After you had seen this cousin you concluded that it was better for Perley to settle all difficulty, did you not? (Obj. to.)

Ans.—I did.

34 Q. Did you ever hear Dr. Catlin make any threats to prosecute him about that matter or any other matter?

Ans.—No sir, don't think I ever did.

I was a witness in the former suit. I am pretty well acquainted with Mr. Perley, have been for a number of years, he is a man of ordinary business capacity—pretty smart business man—smarter than average. While the other suit was pending I desired to have the thing settled—have always been—the desire was on my own part—no solicitation on the part of any other—all of my own.

*Re-examined by complainant.*—The husband of the woman referred to, was living at Pecatonica at the time. He never took any steps to prosecute the matter that I know of. The woman visited Dr. Catlin's family previous to this time—the time the release was given.

*By Defendant.*—The woman was not at Dr. Catlin's house for sometime previous. She always called at my house—had not been there for some months. This difficulty of Perley with the woman occurred sometime before. It was at the time of holding a School Institute at Pecatonica.

Q. When you conversed with Perley about settling this matter at the time the release was obtained didn't you urge as one argument for the settlement; that it would make peace in the family?

Ans.—I think I did.

Q. Did you not urge upon him at that time, that he would get credit for it in the community for magnanimity?

35 Ans.—I think so. All I know of the difficulty with the woman at the time, was from the woman, and from rumor.

#### DEFENDANT'S TESTIMONY.

41 *Deposition of John Morrell.*—Resided in Pecatonica 5 or 6 years. Know the parties; knew of a law-suit between the parties; understood it was 42 decided. Soon after the decision the statement was made by Mr. Perley that he had given up the property. There was some surprise expressed, and the question was asked why? and the reason given was for peace.—Said he did not wish to continue in a law-suit; occasioned unpleasant feelings among friends; that he choose to give it up. Said he understood the Doctor had concluded to appeal the suit, and he did not wish to continue it. These parties are brothers-in-law—family friends numerous. Perley said he had given up the land.

Q. What did complainant mean by the term *land*?

Ans.—I meant undoubtedly the land in question. I am very confident he said he had given it up to the Doctor. Don't remember any other reason was assigned. I lived at Pecatonica, about 1-2 mile from complainant. Don't recollect that Mr. Perley stated whose part the friends took in that matter.

43 *Cross Examination.*—Some of my family, either myself or wife, enquired of Mr. Perley how he came to give the land up. This conversation was the first intimation of the land being given up; that was the cause of its occasioning surprise to us. Mr. Perley said he had given it up for the

sake of peace. Mr. Perley might have said his wife was troubled about the matter, but don't recollect.

I was first inquired of in relation to this matter of giving testimony in this suit not many months since. Edward Catlin enquired of me last Saturday in relation to testifying in this suit. I don't recollect whether the defendant, or any one for him, called my attention to what the particular reasons were for Perley giving up the land.

My impression is Mr. Perley spoke of Mr. Catlin taking an appeal. I think I have a distinct recollection that Mr. Perley spoke of the appeal.

I have had conversation with Dr. Catlin. The doctor talked with me about what Perley had said to me. I have no recollection what the doctor said about it. Dr. Catlin said he supposed that Perley knew he intended to carry the case up. I cannot state when this conversation with Catlin was. I have had feeling in regard to this matter between these parties in favor of the right; I think the doctor ought to succeed.

44 *Deposition of Mary E. Morrell.*—Resided in Pecatonica 5 or 6 years, know parties, am a daughter of the last witness; know of a law suit between complainant and defendant 2 or 3 years since about land in Rockford. Heard a conversation between our family and Mr. Perley and his wife about the time of the decision of that case. Question was asked by some member of our family whether the papers were all made out and the matter settled. Mr. Perley said he had given up the land, because he did not wish to be followed through life with a law suit, and for the sake of peace among friends. Said Dr. Catlin was intending to continue it forever, or something of that kind; this conversation was at Perley's house. My father was present at this conversation. Think it was three years ago this winter or spring. It was the same conversation my father has testified about.—Don't recollect he gave any other reasons for giving up the land. Believe he said the friends wanted the matter settled; wanted the matter dropped.

45 *Cross Examination.*—I have a distinct recollection of this; have not been enquired of as to what I could testify in this suit.

Reasons have been suggested to me; that the reason why Mr. Perley gave the land up was that he was magnanimous—I don't know who suggested them—and after he had gained the suit he did not care about the land.

These reasons have been spoken of in my presence. I have heard all the reasons, I have mentioned in my direct examination talked of in my presence. There has been considerable talk about this matter in my presence. Don't know that I am biased either way.

#### TESTIMONY TAKEN AT THE HEARING FOR COMPLAINANT.

35 *T. J. L. Remington.*—Witness has resided in Rockford 11 years. Am County surveyor. Have been County Surveyor 6 years. Have an experience in buying and selling lands in Rockford and vicinity, and am acquainted with value of land there; know the land in question.

I made a survey of this land in 1856 or '57; made two surveys, one for Perley, and one for Catlin. It contained two acres. Its value in March, 1838, was two thousand dollars. I think its present value (Feb., 1862.) is at least one thousand dollars.

*Cross.*—I know of land being sold on the opposite side of the street from the land in question in spring of 1833. That land is not so valuable as the land in question. Know of a sale in spring of '59, on the opposite side of street from land in question. It sold for about \$1000 per acre. There was no house on the land sold. I think Perley's agreement for purchase of land in question was in '53 or '54.

*William P. Dennis.*—Resided in Rockford for 20 years. I have bought and sold property there. I consider the land in question worth from \$1600 to \$2000 in the spring of 1853. Am well acquainted with it. Think its present value is from \$800 to \$1000. Think \$800 would be very low. Think \$1000 would be all it is worth.

*Cross.*—I think the property in question could have been sold in '58 for \$1600. About \$1000 per acre was considered fair value of land in that neighborhood in 1858.

37 Complainant then offered in evidence the decree of the Circuit Court of Winnebago county rendered March 5, 1858, being at the Feb. term, in the suit brought by complainant against defendant to recover the land.

The decree finds that complainant Perley is entitled to the specific performance of the agreement to convey the land as alleged in his bill, and orders defendant Catlin to execute a conveyance to complainant Perley in fee, clear of all incumbrances, within thirty days from rising of court; or in  
38 default thereof that the master in chancery execute such conveyance.

TESTIMONY AT HEARING FOR DEFENDANT.

39 Defendant offered in evidence certain allegations of the bill, in the suit to procure the conveyance of the land and also the contract proved in said suit. The said allegations are as follows:

That in May, '50, Perley purchased the 2 acres from Catlin for \$200, and then paid \$50 to Catlin on the purchase. Nov 26, '53, Perley paid \$150 to Catlin, and interest thereon upon said purchase, and in order to satisfy Catlin he paid him a further sum, making in all \$250 paid by Perley to Catlin for the land. The following is the contract:

ROCKFORD, Nov. 26, 1853.

Received of Putnam Perley two hundred and fifty dollars in full for two acres of land, situated in the south west fractional quarter of section 26, in township 44 joining land owned by Penfield, extending from Rock River to the new street running north and south by the Seminary

A. M. CATLIN.

40 The complainant then offered at the trial to repay and reimburse to said defendant the amount shown by the proofs to have been paid by him for solicitors fees and costs, in behalf of said complainant.

Certificate of court to the oral evidence.

46 After hearing the evidence, the court rendered judgment dismissing the bill. From the decision the complainant prayed an appeal.

ERRORS ASSIGNED ON THE RECORD.

- 1 The court erred in rendering the judgment aforesaid, dismissing the bill.
2. The court erred in not rendering a decree for the complainant.

T. J. TURNER & F. C. INGALLS,

for Appellant.

57

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Putnam Perley

<sup>n.</sup>  
A. M. Catlin

Abstract

Filed April 22 1843

S Selected Mr

# Supreme Court of Illinois,

THIRD GRAND DIVISION.

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APRIL TERM, A. D. 1863.

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ARCHIBALD M. CATLIN, APPELLEE, }

*ads.*

PUTNAM PERLEY, APPELLANT. }

APPEAL FROM WINNEBAGO.

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## APPELLEE'S BRIEF.

All that appears in this case by the proofs, though the bill claims something more, is, that appellant had obtained a decree against the appellee, requiring him to convey to him a parcel of land; that before the land had been conveyed to appellant, he, at the suggestion of, and with the advice of, one W. D. D. Morrell, by deed, relinquished his rights in the land under the decree.

This relinquishment the appellant, by his bill filed in this cause, endeavors to set aside, as improperly obtained, and extorted from him by us, by duress, imposition or fraud, and without consideration.

The improper practices, charged upon appellee, are all embraced in the alleged agency of W. D. B. Morrell, in obtaining the relinquishment from appellant. It is charged that Morrell was employed by appellee, to obtain the release from appellant; that appellee charged appellant with the commission of a criminal act, an assault with attempt to commit a rape; and through Morrell, threatened him with a prosecution for the offence, and by such threats operating on the fears of appellant, induced him, although innocent, to execute the release.

The proof falls very far short of establishing these allegations. W. D. B. Morrell is the only witness introduced by appellant on this point, who was the brother-in-law of both parties, and desirous of effecting a settlement between them. Appellant had obtained his decree in his suit, but appellee was intending to bring the cause to this Court, and Morrell, in all he did in the matter, acted as the friend of both parties, and not as the agent of appellee.

By his testimony, it appears that appellant was involved in difficulty with a female cousin of Morrell's; that Morrell, after conversing with her, became apprehensive that the difficulty might prove serious, and that appellee might be induced to encourage a prosecution of the charge, and, as appellant's friend, advised him to settle with appellee; that he at the same time urged upon appellant other reasons for settlement, to wit: that it would produce peace in the family; that the suit would be appealed unless settled, and that he thought it would be for the best. And it appears that some or all of these reasons induced appellant to make the settlement, and give the release.

The only question in the case, grows out of the conduct of Morrell on that occasion. We insist that Morrell, in what he did, acted no more for our interests than for appellant's; in fact, not as much: and we think the proof shows, that as appellant's friend, he was justly apprehensive, from the facts which he had learned, and felt that it was necessary to remove all inducements to any person to prosecute, and to remove such inducements from appellee, he proposed this settlement. The advice may have been injudicious, but there is no reason to doubt that it was the honest opinion of the witness, and that it was yielded to by appellant as such.

Appellant is shown to be a man of fair business capacity, capable of judging of, and guarding, his own interests, and he deliberately consents to the proposition, and releases the decree. There doubtless was some motive for his doing so, which we may not be able to understand. There may have been *that* in the circumstances on which the charge was founded, which caused him to fear. He evidently knew on what the charge was based, and how it ought to induce him to disarm other antagonists. It may have been that he had become tired of the suit, which he knew was to be carried to a higher Court, as he told the witness, John Morrell, and that may have determined him to put an end to the litigation, which was the disturber of family peace.

The testimony is clear that appellee was not aware of the supposed offence until long after he received his release; that he neither put it afloat, or threatened to make any use of it; in fact, that he was ignorant of it. And the proof fails to show that Morrell was influenced by any other motive than a regard for appellant's safety and character, and this seems to have been the ground on which the settlement was urged.

The only question before the Court is, were such practices made use of, to obtain that release, as will induce this Court to set it aside. It is certainly shown that no such practices were made use of by appellee, either by himself or

by any agent; neither does the act of W. D. B. Morrell show any intention on his part to advise or urge upon appellant any act which he did not deem for his best interests, nor had he any motive but his regard for the interest and peace of appellant.

No motive urged by Morrell, except the one to avoid the chance of a prosecution, was at all improper; and when urged by a friend, *that* can scarcely be considered so, whether the act of which appellant had been guilty was an indiscretion or a crime (which we do not know). I have never yet learned that a party might not settle, or even yield, a lawsuit, for the purpose of removing from the other litigant inducements to prosecute him on other matters, provided such other litigant did not urge the motive; and if the appellant was influenced by a desire to prevent the prosecution for an actual criminal offence, Chancery cannot relieve him from the consequence of an act to which he was impelled by such a motive.

It appears by the testimony of two witnesses that appellant gave other reasons for his release of the lands; very shortly after the release was given, he says: It was given for peace in the family, and to settle the suit. Two witnesses, neighbors and relatives of appellant, swear to this; this is said to be a fictitious reason. I do not so regard it. Supposing appellant did not wish to avow the real reason, as the other side suggests, was it necessary that he should give a false one in the particular manner he did? At all events he cannot deny here that he spoke truly on that occasion. Some objection is raised to these witnesses, but they testify candidly and fairly, and tell no more than they know.

This witness, W. D. B. Morrell, who testifies to the making the release, is appellant's witness; he testifies fairly, and yet it is contended that the court should infer more from his evidence than he testifies to on some ground of inducement to swear in our favor.

It is said that the consideration was inadequate. The consideration was sufficient to uphold the transaction, and of itself constitute no grounds for interference, but it is to be considered that it was not for land, but a decree which the appellee was threatening to appeal to this court, and which, possibly he might reverse, and even as to the land itself, there had been great fluctuations in its value, and appellant claimed to have bought it originally for \$200, of appellant.

## POINTS.

No cause is shown for a reversal of the decree in this case. The acts of Morrell do not amount to either fraud, duress or imposition, and courts will only interfere to set aside contracts where fraud, force or imposition has been made use of, which has not been shown in this case.

*See 1 Iredell, Equity, R. 199.*

All the cases referred to by appellant, show, in some manner, very gross cases of imposition, in taking advantage of imbecility, ignorance, want, or of some confidential relation between the parties.

The criminal cases referred to are cases where money was extorted by threats to prosecute the victim for the most odious crime known to the English law, and the crime most obnoxious to public sentiment in that country, the punishment of which is death. This extortion was held robbery in England but it is doubtful whether it would be so held, in this country.

The other matters in this case not being sufficiently proved, the consideration is ample to uphold the release; in fact, most of the cases referred to by the other side are for us.

Some little question is raised as to the release, whether it is a sealed instrument. I think it is beyond question, and, at all events, it clearly shows on its face that it was intended to have been a sealed instrument, which intention, I understand, must govern courts of equity; besides I am doubtful whether in a court of equity, a seal will give it any additional validity.

JAMES M. WIGHT,  
*Appellee's Attorney.*

196  
Supreme Court  
Archbold & Catlin  
vs  
Peterson & Kelly

Apples Bury

Filed April 20, 1863  
Melan  
Clerk

Sold by  
John A. Clark & Son,  
222 Dock Street,  
Philadelphia.

United States of America  
State of Illinois Winnebago County }  
Now Benj R Sheldon Judge of the fourteenth Judicial  
Circuit of the State of Illinois began shewd at the Court  
House in the City of Rockford June 18. 1860 for hearing  
& deciding Chancery Causes

Present Now Benj R. Sheldon Judge  
King H. Milliken Sheriff  
M. R. Derrick Clerk

Bill

To the Honorable Benjamin R. Sheldon Judge  
of the Fourteenth Judicial Circuit in the State of Ill  
inois, and the Winnebago Circuit Court sitting in Chancery:  
Humbly complaining sheweth unto your honor your  
Orator Patman Perley of the County of Winnebago  
in the State aforesaid, that sometime about the year  
One thousand eight hundred and fifty your orator purchased  
of one Archibald M. Catlin of said County, a certain  
parcel of land in said County described as follows to  
wit: Commencing at a point on the half section line fifty  
ty links west from the Center of Seminary Street in the  
City of Rockford Illinois, thence west on the half section  
line ten (10) Chains and thirty one (31) links to Rock  
River thence south to the Bank of Rock River one (1) Chain  
and ninety four (94) links, thence east ten (10) Chains and  
thirty one (31) links to the west side of Seminary Street  
thence north one (1) Chain and ninety four (94) links to  
the place of beginning. Containing two acres of land: And  
your Orator further shews that in order to obtain a con  
veyance of the said land in pursuance of the agreement  
of your orator with the said Archibald M. Catlin to

purchase the same, your Orator was obliged to bring an  
 Action in the said Circuit Court on the Chancery side  
 thereof to Compel a specific performance by the said Ar-  
 chibald M. Catlin of his Agreement to sell said land to  
 your orator, and your Orator brought a suit in said  
 Court against the said Archibald M. Catlin, and after  
 a hearing on the Bill Answer and Proof in said Cause  
 your Orator obtained a decree at the February Term A.D.  
 1838. of said Court against the said Archibald M. Catlin  
 by which said decree it was ordered and adjudged by  
 the Court that the said Archibald M. Catlin should make  
 execute and deliver to your orator a proper and sufficient  
 Conveyance of the said land in fee clear of all incum-  
 brances, and that if said Archibald M. Catlin should fail  
 or refuse to make said Conveyance within thirty days from  
 the rising of said Court, that Edward H. Baker Esquire  
 Master in Chancery of said Court should be and was then  
 by appointed a Commissioner whose duty it should be to  
 make, execute and deliver to your orator a proper and suf-  
 ficient deed of Conveyance in fee clear of all incumbran-  
 ces of said premises.

And your orator further shows that  
 the said Archibald M. Catlin wholly failed to execute  
 and deliver to your orator a deed of said premises in  
 pursuance of said Decree, and that your orator has  
 applied to said Master in Chancery to make and deliver  
 to him according to the provisions of said decree, a deed  
 of said premises, and the said Master in Chancery de-  
 clined to give a deed to your orator according to the  
 terms of said said decree, of the said land.

And your orator further shows unto your honor  
 that after the said Decree was rendered and some  
 time during the month of March A.D. 1838 the said

Archibald M. Cutler being determined to defraud you <sup>and</sup> and deprive him of the said land combining with other persons fraudulently set on foot a Criminal Charge against your Orator without foundation in fact, accusing your Orator of having acted criminally against a person who was an entire stranger to all matters in Controversy or otherwise between your orator and said Archibald M. Cutler; And your Orator further show that in pursuance thereof said Archibald M. Cutler caused one Walter D. B. Morrell to come to your Orator's house on or about the eleventh day of March A. D. 1838 and by representing to your orator the disgrace to which your orator would be subjected in the event of such criminal prosecution against your orator, and by long importunity, and by looking upon the feelings and sensitiveness of your orator, without any consideration whatever induced your orator to sign a paper purporting to release and Avow the claim of your Orator to said premises to the said Archibald M. Cutler, which said instrument so signed by your Orator appears to have been proved ~~to~~ an informal manner by the said Walter D. B. Morrell as a witness, and recorded in the Recorder's Office of said County on the 15<sup>th</sup> day of March A. D. 1838 in Book 42 of Deeds page 434, and a copy of which is hereto annexed marked "Exhibit A" and which your orator prays may be taken as a part of this your Orator's Bill of Complaint;

And your orator further show that the said Archibald M. Cutler has since enclosed the said land with a fence and claims the same and the possession thereof;

And your Orator further shew unto your Honor that your Orator was threatened with a

Criminal Prosecution unless he would release his claim to the said land to the said Archibald M. Catlin; that the said Archibald M. Catlin threatened to prosecute the said Criminal charge against your orator unless he would give up said land and in consequence thereof, your orator was induced to sign the aforesaid instrument, and that said instrument was signed without any consideration whatever or any agreement for any consideration for the same but solely in consequence of the said threats, representations, persuasions and misfortunes heretofore mentioned.

And your orator would not have signed the same had not his fears been so wrought upon that he scarcely knew what he was doing. # By means whereof a cloud was thrown upon your Orator's title to said land, and the said Archibald M. Catlin by virtue of said Instrument so fraudulently obtained from your orator as aforesaid, claims the said land & holds possession of the same and refuses to deliver up the said land to your orator, who is in equity entitled to the possession and enjoyment of the same; All which actings doings and sufferings of the said Defendants are contrary to equity and good conscience and tend to the manifest wrong injury and oppression of your orator in the premises, in consideration whereof and for as much as your orator is entirely remediless in the premises according to the strict rules of the Common law and can only have relief in a Court of equity where matters of this nature are properly cognizable and relievable; In the end therefore that the said Archibald M. Catlin and the said Walter D. B. Morrill may full true direct and perfect answer make to all and singular the matters herein stated and charged, as fully and particularly as of the same where hereinafter repeated and they themselves distinctly interrogated, the said

Walter Dr B. Morris upon his Oath and  
the said Archibald M. Catlin without oath, the oath  
of the said Archibald M. Catlin being duly & properly  
sworn, and that the aforesaid instrument purporting  
to release and Convey the Claim of your Orator to said  
Premises to said Archibald M. Catlin may be decreed  
wholly null and void, and of no effect, and that the  
title of your orator in and to said Premises may be  
Confirmed and adjudged perfect by this Honorable Court,  
and that the said Archibald M. Catlin may be de-  
creed to deliver up said instrument so signed by your  
Orator as aforesaid to be Cancelled, and that the said  
Archibald M. Catlin may be decreed to surrender and  
deliver up the possession of the said Premises to your ora-  
tor, and to execute to your orator a quit Claim deed  
of the said Premises, and that the said Archibald M.  
Catlin may be restrained by an injunction <sup>issued</sup> of and under  
the seal of this Honorable Court from making or executing  
any Conveyance or Conveyances of said land, or in any  
wise encumbering or disposing of the same in any man-  
ner whatsoever. And that your orator may have such  
further orders or such other relief in the Premises as the  
Nature of his Case shall require and to your Honor  
shall seem meet.

May it please your Honor to grant unto your  
Orator not only the writ of injunction of the State of  
Illinois issued out of and under the seal of this Hon-  
orable Court to be decreed to the said Archibald  
M. Catlin to restrain him from Conveying or  
in any wise encumbering the said Premises in any  
manner whatsoever but also the writ or writs of sum-  
mons in Chancery of the State of Illinois to be decreed  
to the said Archibald M. Catlin and the said Walter

Do B. Morrell hereby Commanding them and each of them  
 at a Certain Day and under Certain Seal therein to be  
 specified, personally to be and appear before your Honor  
 in this Honorable Court and then and there to answer  
 all and singular the premises and to stand to perform  
 and abide such order and decree therein as to your  
 Honor shall seem meet and your orator shall ever pray  
 James Dugan  
 Complete Solicitor

Putnam Perley

"Exhibit A" Peatonico March 11, 1858.  
 "Know all men by these presents that I, Putnam Perley,  
 in Consideration of the sum of One dollar, to me in hand  
 paid by Doct. A. M. Callin, the receipt whereof I hereby  
 acknowledge, do give grant Convey and release all my  
 right title and Claim for myself and my heirs to the said  
 A. M. Callin to a Certain tract or parcel of land situated  
 in the City of Rockford on the east side of Rock River in  
 the County of Winnebago, in the State of Illinois bounded as  
 follows, on the north by land owned by D. S. Penfield on  
 which his residence stands on the south by land owned  
 by Dr A. M. Callin on which his residence stands on the  
 east by Seminary Street and on the west by Rock River  
 and containing (2) two acres, the same being that par-  
 cel of land which has been in litigation for three years  
 past in the Chancery & etc Court of Winnebago County  
 between said Perley and Callin and for which a decree  
 was issued by the Court holden in March 1858 in favor  
 of Putnam Perley, signed, sealed and delivered  
 March the 11<sup>th</sup> 1858.  
 Putnam Perley.  
 Witness in the presence of  
 (L.S.) H. B. Morrell.

Sold by  
John O. Clark & Son,  
800 Dock Street,  
Philadelphia.

State of Illinois }  
Monroe County } William H. Ogden, a Notary  
Public in & for said County do hereby Certify that Walter  
De B. Morrell whose name is subscribed to the foregoing deed  
as witness of the execution thereof & personally known to be  
the same person who subscribed such deed as witness ap-  
peared before me this day in person, and being by my  
duty sworn deposes and says that he is a resident of the  
town of Rockford in the County of Monroe. That he saw  
Putnam Perley execute the within Conveyance. That he the  
said W. De B. Morrell, subscribed his name thereto as a  
witness, and that he knew the said Putnam Perley to be  
the person described in and who executed the said Con-  
veyance. In Witness whereof I have hereunto set my  
hand and Notarial seal at Rockford this fifteenth day  
of March AD 1858;

(seal)

William H. Ogden

Filed for record March 15 AD 1858 at 2<sup>3</sup>/<sub>4</sub>  
O'clock P.M.

Morris B. Derrick

Recorder.

Endorsed

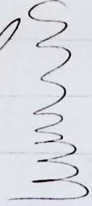
'Filed Mch 27 1860

'M. B. Derrick Clerk'

Summons.

State of Illinois } The People of the State of Illinois  
Monroe County } do hereby command you the Sheriff of said County  
to the Sheriff of said County. I do hereby command you that you  
Summon Archibald McCallen & Walter De B. Morrell if they shall be found  
in your County, personally to be and appear before the  
Circuit Court of said Monroe County, on the first day

of the next term thereof, to be holden at the Court  
 House in the City of Rockford, in said Winnebago County  
 on the third Monday of June A.D. 1860 to answer unto  
 Putnam Perley, in his certain Bill of Complaint against  
 them, filed in the said Court, on the Chancery side thereof  
 And how you shall and how this writ, with an endow-  
 ment thereon in what manner you shall have executed  
 the same, Myself Morris B. Derrick Clerk of our said  
 Court and the seal thereof, at his Office  
 in the City of Rockford, in said Winne-  
 bago County, this 27<sup>th</sup> day of March A.D.  
 1860.

L. S. 

M. B. Derrick Clerk.

Enclosed

State of Illinois  
 Winnebago County, ss. I have served the within  
 writ by delivering a copy hereof to the within named  
 Archibald W. Cullin this 14<sup>th</sup> day of May A.D. 1860.  
 The within named Walter D. B. Morrell is not found  
 in my County June 10. 1860

K. H. Milliken Sheriff  
 Sheriff & Ingers Attorney

And afterwards to wit on the 29<sup>th</sup> day of June 1860  
 at being one of the days of the June Term of the Win-  
 nebago County Circuit Court 1860 the following order was  
 entered as appears of Court record to wit:

Putnam Perley June 29. 1860

A. M. Cullin et al. On motion It is ordered that  
 the Cause stand Continued.

Demurrer.

Shunbaga C Circuit Court.

In Chancery.

The Demurrer of Archibald W. Ballin a defendant  
to the bill of Complaint of Putnam Perley Complainant.

This defendant by protestation not Confessing  
or acknowledging all or any of the matters and things  
in the said Complainant's bill to be true in manner &  
form as the same are therein set forth and alleged doth  
demur thereto. And for Cause of demurrer sheweth that  
the said Complainant hath not in and by his said  
bill made or stated such a Case as doth or ought to en-  
title him to any such discovery or relief as is therein sought  
and prayed for from or against this defendant and fur-  
ther that the said Complainant has set forth in by his  
said bill that he was induced by the said defendant to  
said bill to make & deliver a certain release by threats  
of a Criminal prosecution to be presented and carried on  
against him by this defendant while the said bill has  
not with any certainty stated or set forth the particu-  
lar threats made either in the words or in the substance  
of the words in which they were made nor has he sta-  
ted with any certainty what particular Criminal offence  
the said Complainant was accused of by the said de-  
fendant or for what particular Criminal offence the  
said defendant proposed or threatened to prosecute said  
Complainant nor is the Character of said supposed  
Criminal offence, the threats words or Conversation and  
reference to the same stated with such certainty  
as to enable this defendant to answer in respect to the  
same or to meet and defend the same himself in regard  
to the same as they are alleged and set forth in said  
bill wherefore this defendant demands the judgment of

this Honorable Court whether he shall be compelled to make any further or other answer to said bill or any of the matters or things therein contained and prays to be hereunto dismissed with his reasonable costs in this behalf sustained.

Ja<sup>s</sup> M. Wright Defts Sol<sup>r</sup>.

Entered "Filed" Jan'y 31. 1861.

Attest: Atty Genl J. E. Southgate Dep<sup>t</sup> Atty

And afterwards to wit on the 7<sup>th</sup> day of February 1861 it being one of the days of the aforesaid term of Court the following entry was made as appears of Court records to wit.

Pitnam Perley                      February 7. 1861

And now Comes the Pleas by Archibald M. Callin & their Attornies to the Court having heard argument of Counsel on Demurrer to Bill herein. sustains the said Demurrer and on motion of Complainant leave is granted to amend Bill.

And afterwards to wit on the 8<sup>th</sup> day of March it being one of the days of the aforesaid term of Court the following entry was made as appears of Court records to wit.

Pitnam Perley                      Mar 8. 1861

And now Comes the Complainant by James & Ingalls his Solicitors files Amended Bill herein: On motion of Complainant: It is ordered that Complainants bill be dismissed as to Defendant H. De B. Merrick.

Printed by  
John C. Clark & Son,  
205 North Street,  
Pittsburgh.

Amended Bill

In the Circuit Court of Hennepin County  
Illinois In Chancery.

Petnam Perley

Archibald M. Cullin of  
Halter D. B. Morrell } Amendments to Plee on 6'  
} Page of said Plee after 4'  
} line insert as follows:

And your orator further sheweth unto your Honor that at the time the said Walter D. B. Morrell came to the house of your orator on or about the said Eleventh day of March in the year of our Lord one thousand eight hundred and fifty eight, the said Walter D. B. Morrell charged your orator with the crime of an assault to commit a rape charging said assault to have been made upon a person who was an entire stranger to all matters in controversy between your orator and said defendants, and the said Walter D. B. Morrell assured your orator that said Cullin would prosecute your orator on said charge unless your orator would give said Cullin a quit claim deed for the aforesaid land: And said Morrell for a long time urged your orator to execute such quit claim deed for the purpose of saving your orator and his family from the disgrace of such a prosecution, and to save your orator from the penitentiary, and to prevent the utter ruin of the family of your orator, and said Morrell represented to your orator that he was afraid to go home without said quit claim from your orator because the Sheriff would then be sent up to arrest your orator that he had seen the Sheriff at Rockford just previous to coming to your orator house and your orator

would be arrested and imprisoned, and suffer all the ignominy resulting from a charge of such a nature as that before mentioned made against your orator by said Morrell and said Morrell assured your orator that if your orator refused to execute such quit claim said Cutlin would proceed said charge unrelentingly against your orator - that your orator would be prosecuted on said charge to the death by said Cutlin and that if said Morrell returned without said Quit Claim, the Sheriff would immediately come up and arrest your orator; And although your orator denied that there was any foundation for such a charge, yet the said Morrell insisted to your orator that your orator was in the power of said Cutlin and the persons upon whom he charged that your orator had committed said assault - and that the reputation of your orator, and the peace of his family would inevitably be sacrificed unless he consented to execute said quit claim deed to said Cutlin.

And your orator further shows that said Morrell remained during the night at the house of your orator, that most of the conversation between said Morrell & your orator took place in presence of the wife of your orator that said Morrell by long importunity and by the statements aforesaid of the danger your orator & his family would be in if your orator persisted in refusing to execute such quit claim awakened the alarm of the wife of your orator and the mind of your orator was finally overcome by the means aforesaid, that your orator signed the release or quit claim aforesaid, which had been previously prepared by said Morrell and which was afterwards placed on record as aforesaid; And your orator further shows that it was solely in consequence of the representations aforesaid of said Morrell and the alarm and disturbance caused thereby that

your orator was induced to sign said release or quit  
claim: Your orator further shows that at the time the  
said Mornell was at the home of your orator as aforesaid  
your orator was suffering from ill health, and your orator  
believes and charges that the scheme of said Catlin to  
force your orator to execute said release by the represen-  
tations aforesaid of said Mornell was successful, partly  
in consequence of such ill health or feebleness of your orator  
at the time:— And your orator further shows unto your  
honor that the release or Quit Claim so fraudulently ob-  
tained from your orator to said Catlin was simply signed  
but not sealed by your orator & the same does not bear  
the seal of your orator but his signature only— Yet the said  
Release purporting to quit claim and release the title of  
your orator and his heirs to said land, to said Catlin  
having been put on record as aforesaid is a cloud upon  
the title of your orator in and to the land aforesaid:

in said 6<sup>th</sup> page of said P<sup>re</sup>l after the 13<sup>th</sup> line in-  
sert as follows.

And your orator well hoped that the said  
Archibald M<sup>r</sup> Catlin would have delivered up the said  
Release or Quit Claim deed to your orator to be cancelled  
as he ought in equity to have done, but now so it is  
may it please your Honor the said Catlin wholly re-  
fuses so to do sometimes alleging that he paid your ora-  
tor a good Consideration for the same, & that your ora-  
tor signed said paper for a good and valuable Con-  
sideration, whereas your orator charges the contrary thereof  
to be the truth and that your orator never received  
any Consideration for signing the said release or quit  
Claim, and that your orator signed the same without  
any Consideration or agreement for any Consideration  
and that no Consideration was paid for the signature

of your orator to the same but said release was signed solely on account of the representations and threats made to your orator as aforesaid;

Putnam Perley,

Sumner & Ingalls  
Solicitor for Compt.

Enclosed "Felicé Mar 8. 1861.

Of Fenner's Clerk"

And afterwards to wit on the 23 day of Sep<sup>r</sup> 1861. It being one of the days of the September term of the Hennepin County Circuit Court the following entry was made as appears of Court record to wit.

Putnam Perley } Sep<sup>r</sup> 23. 1861

Archibald M. Cutler } Now Comes the Defendant  
by James M. Wright his  
Attorney & on his motion leave is granted him to  
open the depositions herein.

Answered.

Hennepin Co Circuit Court  
In Chancery.

The answer of Archibald M. Cutler defendant to the bill of Complaint filed against him by Putnam Perley Complainant.

This defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit of exception to the many errors and insufficiencies in Complainant's bill of Complaint contained for answer thereto or to so much and such parts thereof as he is advised it is material for him

to make answer unto, answering, admits that at the Feb-  
 ruary Term of the Winnebago County Circuit Court in a  
 suit wherein this defendant and one John B. Peterson were  
 defendants and the said Complainant was Complainant  
 it was decreed in substance as is stated in Complainant's bill  
 and among other things that this defendant convey to com-  
 plainant a parcel of land described as in Complainant's bill  
 but this defendant does not admit that the said Complain-  
 ant ever in any proper or legal sense purchased the said land  
 of this defendant but insists that he did not, and that if  
 this defendant had been able to prove the facts in regard  
 to said pretended purchase as they really existed said decree  
 would not have been made. And this defendant further an-  
 swering admits that he has never conveyed said land to the  
 said Complainant according to the terms of said decree and  
 that said Master in Chancery has never made such conveyance  
 and that this defendant and the said Master in Chancery  
 have declined to do so, and this defendant says that the rea-  
 son of his so declining is that on or about the eleventh day  
 of March A.D. 1838, and very shortly after the said decree  
 was made the said Complainant by his clerk dated the  
 said eleventh day of March conveyed granted and released  
 to this defendant all his right title and claim in and to  
 said land and by so doing he released this defendant from  
 performing or executing said decree and this defendant being  
 so released as a matter of course refused to perform said  
 decree and the said Master in Chancery having heard of  
 such release and having ascertained thereof very properly  
 refused to perform any act under said decree. And this de-  
 fendant further answering denies that he determined to  
 defraud the said Complainant out of said land or that  
 he combined with the said Walter D. B. Morse for any  
 such purpose, and this defendant most emphatically denies

that he ever determined or contrived with any person what  
 ever to defraud the said Complainant in any manner whatsoever  
 and says that all the statements allegations and charges  
 in Complainant's bill contained imputing or charging any fraud  
 upon or to this defendant are wholly and in every respect un-  
 true: And this defendant further answering denies that he set  
 on foot any criminal prosecution whatever in respect to any  
 person whatever against the said Complainant, or that he ever  
 charged him with any criminal act of any kind whatsoever or  
 ever pretended that he had ever committed such criminal act  
 and says that all the allegations in said bill alleging that  
 this defendant set on foot threatened or contrived any criminal  
 prosecution against the Complainant or that he intended  
 or pretended that the said Complainant had been guilty of  
 any Criminal offence are in every respect untrue and with-  
 out foundation of fact:

And this defendant further answering says that he has  
 been informed and believes that the said Walter D. B. Morrill  
 did on or about the 11<sup>th</sup> day of May A.D. 1858 visit the house  
 of Complainant and he admits that on or about that time  
 the said Morrill obtained of the said Complainant in instru-  
 ment in writing such as is set out in the Schedule to  
 Complainant's bill which is the same instrument heretofore  
 mentioned but this defendant denies that he caused the  
 said Morrill to go to the Complainant's house, or to do any  
 of the things, or to make any of the representations or make use  
 of any of the means which in Complainant's bill it is alleged  
 that he the said Morrill did make or make use of and  
 this defendant has been informed and believes that the said  
 Morrill did not at that time or at any time other time make  
 any such representations or use any such means as is al-  
 leged in said bill, either for the purpose of obtaining  
 the execution of said instrument or for any other purpose.

And this defendant further answering denies that the said instrument in writing was executed without any consideration and says that the Consideration thereof was, most valuable one: that this defendant at that time and as well before and since has fully believed that the said claim of the Complainant was a most unrighteous and unjust one and that the said decree should not have been made: and was determined to take the said suit either by appeal or writ of error to the Supreme Court of the State and had asked an appeal on the rendition of said decree and at the time of the execution of said release was intending to take said suit to said Supreme Court as aforesaid in consequence of the execution of said instrument did not take said Case to said Supreme Court as he otherwise would have done: And this defendant also agreed at the same time to pay the Counsel and Solicitor fees of the Complainant and all Costs in another suit which had before that time been commenced against this defendant by the Complainant for the same Cause of action and afterwards dismissed by the Complainant at his own costs and which Costs in said suit dismissed as aforesaid, and Solicitor fees and Counsel fees this defendant was in no manner liable to pay: and this defendant says that he afterwards paid said fees & Costs and that the sum so paid by him which he was not legally liable to pay was Solicitor & Counsel fees of Complainant about eighty dollars and Costs in the suit dismissed as aforesaid about twenty dollars and in the whole amounted to the sum of One hundred dollars: which sum of One hundred Dollars paid by this defendant as aforesaid was paid by him for the purpose of settling the aforesaid suit between the defendant and the Complainant and that he received no other Consideration for said payments but the said

release or instrument executed to him by Complainant as aforesaid and he also says that he did not even know of of such writ until after the said Morrill returned therefrom.

And this defendant further answering says that the execution of the said instrument in writing was proved by the oath of the said Morrill and afterwards recorded in the Recorder's Office of Winnebago County and that this defendant has caused said lands to be enclosed by a fence as in said bill alleged. And this defendant further answering denies as he has before mentioned that he ever directly or indirectly threatened to prosecute the Complainant for any criminal offence or that he ever thought of so prosecuting him and this defendant also denies that he ever solicited invited or in any manner caused or procured the said Morrill or any other person to make such threats or to make any threats of a similar kind or to give out in any manner that this defendant intended to prosecute the said Complainant for any criminal offence whatever. And this defendant further answering says that the said Complainant is a brother in law of this defendant that their wives are sisters and also sisters of the said Morrill that the litigation between them in respect to said land partook somewhat of the character of a family quarrel and that the said Morrill was desirous of composing said family quarrel and with that desire undertook to persuade the said Complainant to come to a settlement without any solicitation or authority from this defendant and without any cooperation with him and without any understanding respecting the same with this defendant and on his own motion solely made the arrangement he did make with the Complainant, and upon his return from Peatonica he stated to this defendant the terms of said agreement that this defendant was to pay the aforesaid Counsel & Solicitor's fees and Costs that they would amount

to about one hundred dollars and that upon such payment he was to receive the aforesaid instrument of release discharging him from all liability to convey said land or perform said deed that this defendant upon hearing of said terms and without any idea that any improper means had been used to procure them acceded to them and by so doing ratified the Contract which had before been made by the said Morrill and not having the money in hand to pay up said fees and Costs this defendant gave the said Morrill his note payable at a future day in the sum of One hundred Dollars. that said Morrill afterwards procured some person having money to lend to discount the said note and with the money raised by discounting the same he paid the said Solicitor's & Counsel fees and Costs which he was to pay and the said Morrill delivered to this defendant the said instrument of release and afterwards at the maturity of said note this defendant fully paid the same to the holder thereof and this defendant further says that until he accepted the terms of said agreement as they were stated to him by said Morrill he was in no manner bound by any act of the said Morrill that the said Morrill did not at that time inform this defendant that he used any of the threats, persuasions ~~and~~ means mentioned in said Complainant's bill that the said Morrill did not at that time state to this defendant what had passed between the said Morrill and said Complainant nor did this defendant at that time know and in fact had not been informed, that the said Complainant had been guilty of any offence or act which could in any manner have been made the basis of a Criminal prosecution tho' this defendant had heard that the said Complainant was involved in some difficulty with some of his neighbors, yet this defendant had no idea

of the precise character of said difficulty:

And this defendant further answering says he does not know what passed between the Complainant and the said Morrie on the 11 day of March A.D. 1858 that he has been informed by said Morrie and believes that the allegations in Complainant's bill of what took place on that occasion, wholly untrue in all particulars: That from the best information this defendant has been able to obtain from the said Morrie and other sources he believes that the said Morrie about the aforesaid 11 day of March 1858, ascertained that there were clamorous reports in circulation in the town of Pocatonga aforesaid very injurious to the reputation of the Complainant upon which a criminal prosecution might possibly be based and being very much alarmed by the character of said reports the said Morrie as the friend and brother in law of the Complainant and not as the agent of this defendant, visited the Complainant for the purpose of inquiring into said reports and giving such assistance to the Complainant by way of Counsel as might be fit and proper: and having made extensive inquiries the said Complainant as this defendant believes became impressed with the idea that if the said Complainant was not guilty of a Criminal offence he had at least been guilty of such gross indiscretions as might be very nearly let alone and so believing that he urged the Complainant as a new step of precaution and as the friend of the Complainant and in no respect as the agent of this defendant to settle all matters of difference which he might have and particularly that he should settle his suit with this defendant and the said Morrie may have expressed to the said Complainant an apprehension that people with whom he

was on unfriendly terms might be inclined to encourage the prosecution of the Complainant criminally in respect to his aforesaid difficulty, and this defendant says that if the said Morrill made such suggestions to the said Complainant he made them because (as the friend of the said Complainant) he was desirous of extricating him from a painful difficulty and removing all inducements which other persons might have to encourage said prosecution or annoyance of the Complainant on account of said difficulty and was also desirous of saving the reputation of the Complainant and his family from reproach and that in making them he had in the view the best interest of the Complainant, and not the interest in any respect of this defendant, and this defendant says that he never knew until a long time after said settlement what the difficulty was in which the Complainant was involved, and supposed he was charged ~~namely~~ merely with a violation of good morals and never expected or felt any wish or desire that the said Complainant should be prosecuted and never either intended or wished to make him the subject of such prosecution and he therefore insists that the said Complainant was not induced by any threats or representations by him directly or indirectly made to subject him to any criminal prosecution for any act whatever to execute said instrument and if the said Complainant was induced to settle with this defendant upon more liberal terms than this defendant than he otherwise would have conceded by the fear that this defendant might take up the prosecution of a criminal offence against the said Complainant the said fear was not derived from any words or acts of this defendant or any person authorized to act or speak for him but was solely a fear which had been engendered in the mind of the Complainant either

by his own mental operations or by the suggestions of  
 some person who was not aware of the disposition or intentions  
 of this defendant in respect to said matter and this de-  
 fendant insists that the private fears of the Complainant  
 not caused directly or indirectly by the defendant can  
 not and ought not to have any influence or effect on the  
 aforesaid settlement between this defendant and the Com-  
 plainant. And this defendant further answering says that  
 he does not know what particular notions did deter-  
 mine the said Complainant to settle the said diffi-  
 culty with this defendant. in the way he did settle it as  
 this defendant never had any conversation directly with  
 the said Complainant in respect to said settlement but  
 this defendant states that the said suit between the Com-  
 plainant and this defendant which resulted in the decree  
 in Complainant's bill mentioned caused a very considerable  
 irritation to this defendant and his family that it was  
 believed by them that the Complainant had taken an un-  
 fair advantage of the intimate family relations which ex-  
 isted between this defendant and him very much to the  
 prejudice of this defendant, and this defendant states that  
 these were facts bearing on the case which were known  
 to the Complainant and were only known to him and this  
 defendant and their respective wives and could not in  
 consequence be legally proved, which would if they had  
 been proved have prevented the Complainant from obtain-  
 ing his said decree, and that the intimate family rela-  
 tions between this defendant and Complainant and the  
 confidential manner in which they dealt was the rea-  
 son why such facts could not be proved. And this  
 defendant further answering says that for the reasons  
 last above stated this defendant and his family re-  
 garded the said decree obtained by the said Complainant

an very unjust and that said opinion was to a considerable extent shared by the mutual friends and relatives of this defendant and Complainant who were accustomed to blame the said Complainant for his course in said matter, and that one strong motive influencing the settlement was to restore kind feeling and peace to the different members of the family which had been disturbed by the aforesaid litigation, and this defendant has been informed and believes that while said litigation was pending the said Complainant had stated that he carried on the same more for the purpose of showing that he was right than that he cared anything about the land and that on the said 11<sup>th</sup> day of March 1858 the said Morrill recalled such remarks to his memory and urged upon him that the occasion was a favorable one to show the sincerity of that declaration and that it would be very magnanimous for him to give up the benefit of the decree after obtaining it, that this defendant also had expressed a determination to take said Cause to the Supreme Court and this defendant believes that the principle motives which influenced the said Complainant to execute said release was a desire to restore harmony and peace between himself and this defendant, to obtain credit for great generosity in the transaction and also to stop any further costs and expenses in said litigation and the knowledge which the Complainant possessed of the injustice of said decree may have had some influence on the mind of the Complainant in making said arrangement. And this defendant further answering says that the day after the execution of said release the said Complainant came from Beatonica to Rockford and was able to do so and this defendant therefore denies that the low state of Complainant's health caused him to consent to execute.

said release and this defendant says that he does not know when said release was executed, that he never saw the same until it was delivered to him by said Morrill as a forscide but from the fact that it was very informally drawn this defendant is of the opinion that it was drawn by the said Morrill at the house of the Complainant at the time the Complainant executed the same. And this defendant further answering says that the said instrument of release is probably in some respects different from what it would have been had it been drawn by a lawyer but this defendant believes that it possesses all the requisites of such a document that this defendant believes the same to be a sealed instrument the same declaring itself to be sealed and this defendant supposes that the Char actus S.S. at the left hand of the signature of said Morrill an subscribing witness of said instrument to have been intended as a seal to the same and that in the eye of the law it may have been a good a seal as it would have been had it been placed at the right hand of Complainants signature. This defendant having never learned that it was necessary that a seal to an instrument should be in any particular place so this defendant says that said instrument is a sealed instrument but submits that the question whether it is or not is a question of law and this defendant further says that he is not a lawyer that your Honorable Court will give any different effect to an instrument unsealed of the character of the release in question from what they would give to one with the same provisions which is not under seal and this defendant denies all unlawful combination and confederacy in said bill charged without that any other matter or thing material or necessary for this defendant to make answer unto and not herein or hereby well or.

Sufficiently answered unto Confessed or avowed truth  
or denied, is true to the knowledge or belief of this defend-  
ant: All which matters and things this defendant is ready  
to avow maintain and prove, as this Honorable Court shall  
direct and humbly prays to be hence dismissed, with his  
reasonable Costs and Charges in that behalf (most wrong-  
fully sustained)

Archibald M Callin

Jas M. Mght  
 Drfts Sol

Endorsed

"Filed Sep' 25" 1861.

"Of Ferris Court"

Replication:

In the Circuit Court of Stambaugh  
County Illinois, In Chancery.

The replication of Putnam Perley, Complainant to  
the Answer of Archibald M Callin, Defendant.

This replicant saving & reserving to himself all ben-  
efit of exception which may be had or taken to the in-  
sufficiency of the said Answer, for replication thereunto  
says that he will avow maintain and prove his bill  
of Complaint to be true, certain, & sufficient in law to be  
answered unto, and that said answer is uncertain un-  
true & insufficient to be replied unto by this replicant, with-  
out, without this that any other matter or thing whatsoever  
in said answer contained material or effectual in the law  
to be replied unto & not herein sufficiently replied unto, is  
true, all which matters & things this replicant is ready to  
avow maintain & prove as this Honorable Court shall direct

and humbly prays as in and by his said bill he has already prayed:

Fred. C. Ingalls  
Solv for Compct

Enclosed

"Filed Sept 23<sup>rd</sup> 1861  
Of Remover Clerk"

### Testimony:

In the Hannibago Circuit Court of Hannibago County Illinois. In Chancery.

Pitnam Orley

Archibald M. Cullin

In the above named defendant,  
A. M. Cullinote J. M. Wright, his solicitor:

Takes notice that we shall appear before James H. Maulood Esq a Justice of the Peace residing in Rockford in said Hannibago County at his Office in Rockford on Monday July 8 1861 at 2 O'clock P.M. to take the deposition of Walter D. B. Morrie, a witness to be examined before said Justice, on the part of the above named Complainant to be read in evidence at the trial of said Cause when and where you may appear and may examine said witness if you see proper: You are also hereby notified to produce at the time and place above named a certain Instrument of writing purporting to be a release from said Complainant to said defendant A. M. Cullin, of all the right and title of

Said Complainant to a certain tract of land situated in the City of Rockford & described in said instrument of writing as bounded as follows "On the north by land owned by D. S. Penfield on which his residence stands on the south by land owned by Dr A. M. Catlin on which his residence stands, on the east by Seminary street, and on the west by Rock River, and containing two acres, the same being that parcel of land which has been in litigation for three years past in the Chancery Court of Winnebago County between said Perley and said Catlin, and for which a decree was issued by the Court holden in March 1858 in favor of said Perley" said instrument of writing bearing date March 11<sup>th</sup> 1858 and being recorded in the Records Office of said County in Book 42 of Deeds page 434-5 - otherwise said Complainant will produce secondary evidence of the same

Yours &c Samuel S Ingalls,  
Sole for Complt.

"A" Reatona March the 11<sup>th</sup> 1858

I know all men by their parents that I Putnam Perley in consideration of the sum of one dollar to me in hand paid by Dr A. M. Catlin the receipt whereof I hereby acknowledge do give grant convey and release all my right title and claim for myself and my heirs to the said A. M. Catlin, to a certain tract of land or parcel of land situated in the City of Rockford on the east side of Rock River in the County of Winnebago in the State of Illinois, bounded as follows: On the north by land owned by D. S. Penfield, on which his residence stands, on the south by land owned by Dr A. M. Catlin, on which his residence stands, on the

east by Seminary Street, and on the west by Rock Run  
and containing (2) two acres, the same being that piece  
of land which has been in litigation for three years past  
in the Chancery Court of Winnebago County, between said  
Perley and Cutler and for which a decree was issued  
by the Court holden in March 1858 in favor Mrs Putnam  
Perley;

Signed sealed and delivered  
March this 11, 1858

Putnam Perley

(L.S) Witness

in the presence of W. Dr. B. Morrill

State of Illinois      I, William H. Ogden a Notary  
Winnebago County,      Public in and for said County do  
hereby Certify that Walter Dr. B. Morrill whose name is  
subscribed to the foregoing Deed as witness of the execution  
hereof personally known to be the same person who sub-  
scribed such deed as witness appeared before me this day  
in person and being by me duly sworn deposes and says  
that he is a resident of the town of Rockford in the County  
of Winnebago that he saw Putnam Perley execute the within  
in Conveyance that he the said W. Dr. B. Morrill sub-  
scribed his name thereto as a witness and that he knew  
the said Putnam Perley to be the person described in it  
who executed the said Conveyance.

In witness whereof I have hereunto set my hand and  
notarial seal at Rockford this fifteenth day of March  
A. D. 1858.

(L.S)

William H. Ogden  
Notary Public

Endorsed "State of Illinois Winnebago County Recorder's  
Office filed for record this 15 day of March A. D. 1858"



about an hour went to see a Cousin & returned and staid  
 all night at Mr Berley's house. I had Considerable Conversa-  
 tion with Mr Berley respecting the land and advised him  
 to give it up he did not conclude to do it untill morning  
 I wrote this paper. He signed it. I urged him to do it  
 very strongly. I told him I thought it was for the best  
 that he should do it I told him I believed the Doctor  
 would pay him back his money & do what was right  
 . One thing that I said to him was that the Case was  
 not finished. that the Doctor would Certainly carry it  
 on that I had heard the Doctor say he would carry it  
 as far as the law would carry it before he should ever  
 give it up. that he was not at all sure of the land  
 as yet - that there would be a chance for peace between  
 the families, & I used other arguments of a private mat-  
 ter then to induce him to give it up: - Among other  
 arguments that I used was that I believed that Mr  
 Berley would have trouble from Doctor Cullen about  
 a Criminal matter that Mr Berley was charged with,  
 he was charged with an attempt at rape upon the  
 Person of a married woman in Peconica. she was  
 no blood relation to Cullen or Berley and had no con-  
 nection in this matter that I know of. Mr Berley's wife  
 was my sister I was afraid the Doctor might take this  
 matter up and my own regard for the honor of my fam-  
 ily prompted me to take away all chance for such  
 a charge being brought against Mr Berley as might  
 have been brought by the Doctor if he had been dis-  
 posed to bring it. I told Mr Berley that he had  
 put a Club into the Doctor's hands to beat his own  
 brains out with - I used words that I believed Doctor  
 Cullen would pursue him in that matter. unless he  
 gave the release of that land - when I first talked with

Mr Perley he refused to do it Mr Perley's wife was present at the conversation and knew what we were talking about. I believe we retired in pretty good season I think about 10 O'clock - I think from ten to eleven - We talked about it after I came back from my Cousin's about anyhow. Sometimes there was a perfect silence we all felt bad. I felt very badly, as I recollect there was not much said about it after seven O'clock my sister felt very bad - I wrote the exhibit "A" after 12 O'clock midnight A.M. I cannot tell the precise hour - I left on the morning train about 9 O'clock I should think - when the instrument was signed by Mr Perley we were both excited:

Objected

Interog: How Mr Perley appeared at the time and just previous to the time of signing?

Answer: He had been carrying crying, I do not recollect whether he was at the time he signed it or not but he had been previously:

Objected

Interog: How what was the appearance of Mrs Perley?

Ans: She was feeling badly crying.

XXXI  
agreed to an  
not just down

I gave the release to Doctor Catlin: Doctor Catlin as Catlin had some part of the land in question has used it just as he has the rest of his land - 'tis the same land that was in dispute between Catlin & Perley & for which Perley got a decree in March 1858 in the Circuit Court of Winnebago County - the land is in Rockford in Winnebago County Ills - the value of the land, it is worth \$200 per acre, as I think there was nothing paid down to Mr Perley at the time he signed the release I understood to agree to promise that the Doctor would pay his lawyer & I told him.

that I believed the Doctor would do what was right - the particular thing was that he would pay Mr Miller - I saw Mr Perley on the night of the same day that I left his house at my house in Rockford. Mr Perley wanted to know where the paper was that he had signed, I told him that I had given it to the Doctor, he expressed regret that I had given it to him, he wanted to get it back - the words used I don't recollect, but that was his business down to get it back, he seemed to have repented, was sorry for it, for having given it, the party spoken of to Mr Miller was a lawyer in the suit about this land, there was no other consideration for the release than what I have mentioned - no other pecuniary consideration, Mr Perley resided at Reardon's fourteen miles from Rockford, at the time of this transaction.

W. D. B. Moore.

X Examined:

Mr Miller was Perley's lawyer Judge Anson - his fee was \$80. - he got his pay, I paid him for Doctor Cutler, the debt was Mr Perley - Doct Cutler gave his note for \$100. I got the note discounted to raise the money to pay Judge Miller, I think there was a surplus which I paid to Mr Derick as costs on a suit for which Mr Perley was holder between Doctor Cutler & Perley, the note was given right off immediately after that paper

It was given when I handed the paper to Doctor Cutler, I think I told him that I had agreed that he would pay Perley's lawyer & I think that this debt was referred to, that I paid, those costs I told him what I had told Perley, that he, the Doctor would do what was right in the matter, to which he made no objection; Doct

reference about  
note & amount  
of it

what was  
told to Cutler  
objected to  
also what was  
said in  
reference to

Sold by  
John C. Clark & Son,  
223 Arch Street,  
Philadelphia.

Catlin is my brother-in-law, married my sister. Mrs Perley is my sister. I had known of the Contraversion, the law suit between them before. Doct Catlin never employed me in any way or shape, it was all voluntary on my part, one motive was to procure peace in the family another was to save the family ~~another was to save the family~~ from disgrace - Doctor Catlin lives in the City of Rockford on the east side of Rock river - I was at Perley perhaps an hour before I went to my Cousin - Stayed at my Cousins about an hour -

motive objected to

Interrogat: Did you feel worse about this matter after seeing your Cousin than you did before?

objected

Ans. I felt worse about it.

objected

Interrog. what made you feel worse?

objected

Ans. This Cousin that I went to see, was the woman on whom the report was that Mr Perley had attempted to Commit a rape it had been before only a rumor that I had heard about it she confirmed the rumour by her statement, to me to be a fact, that was the consequence of my feeling worse when I returned the confirmation of it. I had had a talk with Perley in Rockford, the day before I went up, and I think also at his house before I went over, about that matter <sup>where</sup>

objected

think Doctor Catlin had not much acquaintance with this person - he knew her, but not much acquaintance

objected

Interrog. Had you conversed with Doctor Catlin about that difficulty of Mr Perley's before that time?

objected

Ans I believe it was mentioned at one time, but what was said about it I cant say. the doctor knew nothing of my going to Peatonices at that time.

objected

Interrog. After you had seen this Cousin you concluded that it was better for Perley to settle all difficulty did you not? Ans I did.

obj: etw.  
 Interrog: Did you ever hear Doctor Catlin make any  
 threats to prosecute him about that matter or any other  
 matter?

Ans: No sir, don't think I ever did.

I was a witness in the former suit, I am pretty well  
 acquainted with Mr Perley, have been for a number of  
 years he is a man of ordinary business capacity, a pretty  
 smart business man, smarter than average - while the other  
 suit was pending, I was desirous of having the thing set-  
 tled, have always been, the desire was on my own part  
 no solicitation on the part of any other - all of my own.

W. D. B. Morrill

Re examined: - the husband of the woman referred to  
 was living at Peconic at the time - and he never  
 took any steps to prosecute the matter, that I know  
 of - the woman visited Doct Catlin's family previous to  
 this time, the time the release was given:

W. D. B. Morrill

Re ex the woman referred to was not at Doctor Catlin's  
 for sometime previous to the time referred to, she always  
 called at my house & had not been there for a num-  
 ber of months; the difficulty of Perley with the woman  
 occurred sometime before, was at the time of holding  
 a school institute at Peconic.

Interrog: When you conversed with Perley about set-  
 tling this matter at the time the release was obtained  
 didn't you urge as one argument for this settlement  
 that it would make peace in the family?

Ans: I think I did.

Interrog: Did you urge upon him at that time  
 that he would get credit for it in the Community  
 for magnanimity?

Ans: I think so.

All I know of the difficulty with the woman at the time, was from the woman and from rumor.  
 W. R. B. Moore,

State of Illinois  
 Winnebago County } J. James G. Maulow a Justice  
 of the Peace, in & for said County do hereby Certify that  
 the above deposition was taken by me at the time and  
 place mentioned in the Caption thereof, that the said  
 Verdict was first duly sworn, that the said deposition  
 was written by me, and that the same was first  
 Carefully read by me, to the said Verdict and that  
 signed by him.

Dated this 9 day of July A.D. 1861

James G. Maulow Jr.

fee 11. folio & cw \$ 2.50.

Endorsed "Filed July 27, 1861.

Attest my Hand"

Winnebago County Circuit Court  
 February Term A.D. 1862  
 In Chancery

Patman Perley,

Archibald M. Cutler } Testimony taken at the  
 hearing of said Cause  
 in Court for Complainant.

Thomas J. L. Remington (sworn), I reside  
 in Rockford, have resided here eleven years - I am  
 County Surveyor of Winnebago County, (Hawbean  
 County Surveyor six years; I have had experience in

buying & selling lands in Rockford and vicinity, and am acquainted with the value of land here: I know the land in question between the Complainant and defendant. I made a survey of this land in 1836 or 1837. I made two surveys one for Perley and one for Dr Cullin. It contains two acres of land: Its value in March 1858 was two thousand dollars: I think its present value is at least one thousand dollars:

Prof.

Know of land being sold on the opposite side of the street from the land in question in the Spring of 1858. That land is not so valuable as the land in question. Know of a sale in Spring of 59. of some land on opposite side of street from the land in question. It sold for about \$1000 per acre. - There was no house on the land sold. I think Perley's agreement for purchase of the land in question was made in 1833. or 1834.

William P. Dennis (Sworn)

I reside in east Rockford. Have resided there 20 years have bought & sold property in Rockford: The property in question is in east Rockford. In the Spring of 1858 I considered the land in question was worth sixteen hundred to two thousand dollars - I am well acquainted with it - think its present value is eight hundred to one thousand dollars, eight hundred dollars would be very low I think - think \$1000. would be all it is worth -

Prof.

I think the property in question could have been sold in 1858 for \$1600 - About one thousand dollars per acre was considered the fair value of property in that neighborhood in 1858.

Sold by  
John C. Clark & Son  
220 Chest Street,  
Philadelphia.

The Complainant then offered in evidence the Decree of the Wennebago County Circuit Court entered in the Chancery suit wherein the Complainant in this suit Putnam Perley was Complainant and the defendant Archibald McCullin was defendant. which said decree was rendered by said Court at the February Term thereof 1858. and is as follows to wit.

United States of America State of Illinois Wennebago County

Recd before the Hon Benj R. Sheldon Judge of the Frontenac Judicial Circuit of the State of Illinois at a term of the Wennebago County Circuit Court for hearing & deciding Chancery causes begun and held at the Court House in the City of Rockford in said County on the 1<sup>st</sup> day of February 1858.

Present Hon Benj R. Sheldon Judge  
Attorn Morris B. Denick Clerk

Putnam Perley } Wennebago Circuit Court  
vs } In Chancery Mar 5 1858  
Archibald M. McCullin } This day came the said Plea  
& John B. Peterson } ties by their respective solicitors  
& Counsel and this Cause  
having been submitted on bill answer & proof herein and the same having been considered by the Court and it appearing to the Court that the Complainant is entitled to the specific performance of the agreement in his bill of complaint alleged & to the conveyance of the tract of land mentioned in that agreement. It is therefore ordered adjudged & decreed by the Court that within thirty days from the rising of this Court, the said Archibald M. McCullin defendant make execute and deliver to the said

Complainant Putnam Perley, a proper & sufficient conveyance of said premises in fee clear of all incumbrances, described & bounded as follows to wit. Commencing at a point on the half section line fifty links west from the Centre of Deming Street in the City of Rockford Illinois, thence west on the half section line, two (20) Chains & thirty one (31) links to Rock River, thence South on the bank of Rock River, one Chain & ninety four (194) links, thence east two (20) Chains & thirty one (31) links to the west side of Deming Street, thence north one Chain & ninety four (194) links to the place of beginning, Containing two acres of land; and it is further ordered adjudged and decreed that if Archibald M. Callin, said defendant shall fail or refuse to make said Conveyance in the time aforesaid, that Edward H. Baker, Esq. Master in Chancery of this Court be and he is hereby appointed a Commissioner for that purpose, whose duty it shall be to make execute and deliver to the Complainant Putnam Perley a proper & sufficient deed of Conveyance of said premises in fee, clear of all incumbrances, in pursuance of the order & decree of this Court and it is further ordered & decreed that the said defendant Archibald M. Callin pay all the Costs of this Proceeding.

Benj R Sheldon.

State of Illinois  
 Winnebago County ss J. O. Penneyer Clerk of the  
 Circuit Court in & for said County do hereby Certify  
 that the foregoing is a true Copy of a decree of Court  
 record in my office, duly Compared & checked by me  
 J. O. Penneyer (my hand & the seal of said Court at  
 S. D. 3 Rockford this 7<sup>th</sup> day 1862) J. O. Penneyer Clerk

## Defendants Testimony

Defendant offered in evidence certain allegations of the Bill in Chancery filed in the Circuit Court of Winnebago County November 8<sup>th</sup> 1854 by the Complainant Perley against the Defendant Catlin to procure a conveyance of the land in question in this suit and also the contract found in said suit to procure said conveyance.

The allegations so offered in evidence are as follows - That in May 1851 Complainant Perley purchased the two acres of land in question from defendant Catlin for two hundred dollars and paid at that time fifty dollars to said Catlin on the purchase; That on the twenty sixth day of November 1853 Perley paid one hundred and fifty dollars to Catlin and interest there on on said purchase, and in order to satisfy Catlin he paid him the further sum of about twenty seven dollars making in all two hundred and fifty dollars paid by said Perley to said Catlin for said land;

The Contract offered in evidence is as follows to wit:

"Rockford Nov 26<sup>th</sup> 1853.

"Received of Putnam Perley two hundred and fifty dollars in full for two acres of land situated in the south west fractional quarter of section 26. in Township forty four. joining land owned by Penfield, extending from Rockford River to the new street running north and south by the Arminaug"

A. W. Catlin"

The said allegations being in the Bill filed in the Cause in which the Decree offered in evidence in this suit was rendered, and the Contract above



Sold by  
John G. Clark & Co.  
200 South Street,  
Philadelphia.

A. Huntington. John Morrie and Mrs Elizabeth Morrie  
of the said County of Wrentham to be read in evidence by  
the defendant on the hearing of the above entitled cause  
when & where you may crop examine if you think proper  
Dec 25. 1861.

To Messrs James Ingalls, Comptrols Sol,  
Freeport Ill.

Yours so  
Jas M. Wright  
Sol for Def.

We acknowledge service of the above notice this 26<sup>th</sup>  
day of December A. D. 1861.

Fred L Ingalls  
Comptrol Sol.

Putnam Perley }  
" } In Chancery  
Archibald M Catlin }

The depositions of John Morrie  
and Mrs Elizabeth Morrie of the County of Wrentham  
and State of Illinois witnesses of lawful age produced  
sworn & examined on the part of the Defendant on the  
6<sup>th</sup> day of January 1862 at the office of James M Wright  
Esq pursuant to the annexed notice in a certain suit  
as above entitled now pending in the Wrentham County  
Ancient Court, F. L. Ingalls appearing for the Com  
plainant & James M Wright appearing for the defen  
dant.

Deposition of John Morrie

Int 1. My name is John Morrie - my age is 65 -  
I reside in Peconica County of Wrentham - I have  
resided in County of Wrentham some 5 or six years -

I am acquainted with Mr Perley - have known him about 20 years - I am acquainted with Dr Catlin - have known him about 20 years - I knew of a law suit between these parties - I understood it was decided - It was soon after the decision - I learned it - Int: Did you, or did you not, about the time of the decision in that case have a conversation with the Complainant about a settlement of that case - and if so state that conversation?

Objected by Complainant.

Idid. shortly after the settlement - The statement was made by Mr Perley that he had given up the property - there was <sup>some</sup> little suspicion expressed & the question was asked why - And the reason given was, for peace - He said he did not wish to continue in a law suit as it occasioned unpleasant feelings among friends - & that he chose to give it up - He said he understood the Dr had concluded to appear the suit - He did not wish to continue it.

These parties are Proctors in law - the family friends are numerous - objected to an inquiry about friends - The wives of both parties are nieces of mine - the Complainant lives at Beatonica, & died at that time: He said he had given up the land - I had frequently talked with Perley before about the land.

Int: What did Complainant mean by the term the land - objected to -

Answer He meant undoubtedly the land in question I am very confident he said he had given it up to the Doctor - I don't remember in that conversation any other reason was assigned - I lived at Beatonica at that time - about a half a mile from Complainant - I don't recollect as Mr Perley stated where

that the friends took in that matter:

John Morrill,

Cross Int. Some one of my family either myself or wife enquired of Mr Perley how he came to give the land up

This conversation was the first intimation of land being given up - that was the cause of its occasioning surprise to us - Mr Perley said he had given it up for the sake of peace - Mr Perley might have said his wife was troubled about this matter but dont recollect whether he did or did not -

I was first enquired of in relation to this matter & giving testimony in this suit - not many months since - Edward Callin enquired of me last Saturday in relation to testifying in this suit - I dont recollect whether the defendant or any one for him called my attention to what the particular reasons were for Perley giving up the land. My impression is Mr Perley spoke of Mr Callin taking an appeal - I think I have a distinct recollection that Mr Perley spoke of the appeal - I have had conversation with Dr Callin - have no particular recollection what was said - The Doctor talked with me about what Perley had said to you: - I have no recollection what the Dr said about it. Callin said that he supposed that Perley knew that he intended to carry the case up - I could not state when this conversation with Callin was. I have had feelings in regard to this matter between these parties in favor of the right - I think so far as I am informed the suit ought to drop, the Doctor ought to succeed

Direct: I have no bias except as parties & right is concerned in this cause - as I understand it:

John Morrill

May E Morrie's Deposition:

My name is May Elizabeth Morrie my age is 25 years - I reside in Peatonica Minnebago as Illinois - I have resided in this County some 5 or 6 years - I know Mr Perley - have known him about 15 years - have known Dr Quinn about the same length of time: I am the daughter of the last witness - I know of a law suit between Complainant & defendant some 2 or 3 years since about a piece of land - The land was situated in southern part of east Rockford:-

Q: Did you or did you not about the time of the decision of that Case have a Conversation with the complainant about a settlement of that Case and if so state that Conversation:

Objected by Complainant:

A: Answer: I did hear a Conversation between us as a family & Mr Perley & wife:- The question was asked by some member of our family whether the papers were all made out & the matters settled about the land - Mr Perley said he had given up the land - because he did not wish to be followed through life with a law suit - I think were his exact words - and for the sake of peace & friendship among the friends and relations - He said he said Dr Quinn was intending to continue it for ever or something - of that kind - this Conversation was at Mr Perley house - this Conversation was soon after the settlement was made - in the Spring or the latter part of winter: My father was present part or all of the time at that Conversation - I think it was 3 years ago this winter or Spring - I can't be positive about it: I suppose it was this same Conversation my father has testified about - I don't recollect he gave any other reasons for

Sold by  
John G. Clark & Son,  
203 Dock Street,  
Philadelphia.

giving up the land) only what I have mentioned. I believe he said the friends wanted the matter settled wanted the matter dropped. I don't recollect the exact words - last answer objected to -

Mary E. Morrill.

Prof Int. I have a distinct recollection of this. I have not been enquired of as to what I could testify in this suit. Reasons have been suggested to me, that the reason why Mr. Perley gave the land up was that he was magnanimous (I don't know who suggested them after he had gained the suit he did not care about the law -

These reasons have been spoken of in my presence - objected to from 'reasons'. There has been considerable talk about this matter in my presence - I have heard all the reasons I have mentioned in my direct examination talked of in my presence - I don't know that I am biased either way.

Mary E. Morrill.

State of Illinois } J. O. Pennington Clerk of the Cir.  
Warrick County, Ind. } Circuit Court in & for said County appointed to take the Depositions of John Morrill & Mary E. Morrill, whose names are subscribed to the foregoing Depositions do hereby Certify that Jurors to the Commission of the said Writs aforesaid they were duly sworn that the said Depositions were taken at the office of James M. Wright on the day aforesaid - and the same were carefully read to the said Witnesses & signed by them

Dated this 6<sup>th</sup> January 1862

J. O. Pennington Clerk Cir Court

Endorsement "Filed Jan'y 6, 1862"

J. O. Pennington Clerk

And afterwards to wit on the 8<sup>th</sup> day of February 1862 it being one of the days of the February term 1862 of the Winnebago County Circuit Court the following entry was made as appears of Court record to wit:

Putnam Perley

<sup>(10)</sup>  
Archibald M. Cullin

In Chancery

————— This day comes the parties Complainant and defendant by their solicitors and the Cause coming on to be heard on pleadings and proof hereon: and the Court having heard the proof and allegations of the parties and the arguments of Counsel thereon, and it appearing to the Court that the Complainant is not entitled to any relief in respect to the matters in his bill set forth: It is ordered adjudged and decreed that Complainant's bill herein be unconditionally and absolutely dismissed, and that the defendant go hence thereof without day and that the Complainant pay the Costs herein and that the defendant have execution therefor.

Benz R. Sheldon

Ordered

"Filed Feby 8 1862

At Winnebago Court"

And afterwards to wit on the 8<sup>th</sup> day of February 1862 it being one of the days of the aforesaid term of Court the following entry was made as appears of Court record to wit:

Putnam Perley

Archibald M. Cullin } This day come the parties by  
 their Attornies herein, and the  
 said Complainant prays an appeal to the Supreme  
 Court which is allowed Conditioned that he file his  
 appeal bond to defendant with the Clerk of this Court  
 within 30 days, in the sum of \$200. with surety to be ap-  
 proved by the Clerk of this Court, which the parties consent  
 to unless surety is approved by Court before rising of same;

— Appeal Bond —

Know all men by these presents, that we Put-  
 nam Perley, and Sidney A. Sabini of the County of  
 Winnebago in the State of Illinois, are here and firmly  
 bound unto Archibald M. Cullin, in the penal sum of  
 Two hundred Dollars for the payment of which, well  
 and truly to be made we bind ourselves, our heirs, exec-  
 utors administrators and assigns, jointly and severally  
 firmly by these presents— Witness our hands and seals  
 this Tenth day of February in the year of our Lord  
 One thousand eight hundred and sixty two:

The Condition of the above obligation is such  
 that whereas the above named Archibald M. Cullin  
 did, on the eighth day of February A.D. 1862 in the  
 Circuit Court of said Winnebago County, recover a  
 judgment for Costs of suit, against the above named  
 Putnam Perley, in a certain Cause then pending  
 in said Court, wherein said Perley was Complain-  
 ant and said Cullin was defendant, and from which  
 said judgment the said Putnam Perley has taken  
 an appeal to the Supreme Court of the State of Illinois

Now if the said Putnam Perley shall deny the said judgment, costs, interest and damages, in case the said judgment shall be affirmed, and shall prosecute his appeal duly and with effect, then the above obligation to be void, otherwise to remain in full force and effect.

Putnam Perley (seal)  
 Attorney at Law (seal)  
 Henry A. Sabrin seal

Endorsed "Approved March 8. 1862

At Perryville Clerk"

Filed Mar 10. 1862

At Perryville Clerk"

State of Illinois  
 Monroeville County p. E. J. O. Perryville Clerk of  
 the Circuit Court & Ex Office Recorder in & for said  
 County do hereby certify that the foregoing are true copies  
 of the papers on file & of the entries of Court record in fore-  
 going entitled Cause wherein Putnam Perley is Complainant  
 and Archibald W. Cullin is defendant, in my office  
 duly compared therewith by me:

In testimony whereof I have hereunto set  
 my hand & affixed the seal of said Court  
 at Rockford this 13<sup>th</sup> day of April 1863

O. J. Perryville  
 Clerk

Fees for record \$14.00

Printed by  
J. C. Clark & Son,  
180 Dear Street,  
Pittsburgh.

In the Supreme Court  
of Illinois Third Grand Division  
Of the April Term AD 1863

Putnam Perley, appellant	}	Appeal from
Archibald M. Catten, appellee		Minneboq
	}	Circuit
		Court

And now comes the said Putnam Perley, by J. G. Drown & F. C. Jeyaker, his solicitors and says that in the record and proceedings aforesaid there is manifest error, in this, to wit:

- 1 The Court erred in rendering the judgment aforesaid, dismissing the bill
- 2 The Court erred in not rendering a decree for the complainant

Wherefore for the errors aforesaid the said Putnam Perley prays that decree aforesaid may be reversed, and a decree entered in this Court

F. C. Jeyaker  
Atty for Appellant

And the said Archibald M. Catten appellee also comes by Jas M Wright his atty and says that there is no such error in the record and proceedings aforesaid as is above supposed, Jas M Wright atty for appellee

57 196

Putnam Puley

"  
A. M. Cattin

Record

Filed April 22<sup>nd</sup> 1863  
L. Leland  
Clerk