

No. **12161**

Supreme Court of Illinois

Wiley, et al

vs.

Platter

71641  7

James M. Wiley
John F. Wiley
piffs in error
is
Jacob Platter
left in error

Sup Court
Northern Division
Jan Dec 1875

} Said Plaintiffs now
say that there is manifest error
in said Record & proceedings & that
the Court ~~had~~ below erred in
dismissing their said Bill, and
in rendering judgment against
them for costs.

That said Court below erred in
not granting the prayer of their
said Bill & in rendering a decree
accordingly

Chauncy T. Munroe
for piffs in error

And now comes the said Defendant
in error and says that in the Record
and proceedings aforesaid there is no
Error. Wherefore he prays that the said
decree may be affirmed.

J. H. Pyle
for Platter

1
Pleas before the Honorable Circuit Court of Marshall
County in the State of Illinois. began and holden
in the Court House in the town of Lacon in
said County on the eighteenth day of October
in the Year of our Lord One thousand eight-
hundred and fifty three. —

Present the Honorable Edwin S Leland
Judge of the ninth judicial circuit-court of the
State of Illinois. — — — —

William H L Wallace States Attorney, Greenburg &
Fort clerk, and Henry L Crane Sheriff.

Be it remembered that on the 22 day of
October 1853 it being one of the days of the
aforesaid term of said circuit court among
other things the following proceedings were had
To wit,

P. - 48.
No 32.
(Order &c) Jacob Platter }
vs } For Conveyance of
James M Wiley & } Real Estate. —
John F Wiley }
3

Be it remembered that this
day came the defendants by by Onslow
Peters their Solicitor and move the court
for leave to file herein their Cross-Bill.

2

Which motion is sustained, And it is ordered by the Court that Defendants have leave to file herein their Crop-Bill—Whereupon come said defendants and file herein their said Crop-Bill. And this day come again the said defendants by Peters their Solicitor and ask for leave to file herein additional exceptions to the award which motion is sustained, and it is therefore Ordered that Defendants have leave to file their said additional exceptions Whereupon come the Defendants by their Attorney C Peters and move the Court to continue this cause which motion is overruled by the Court.—

Be it remembered that on the 22^d day of Oct 1853 came James M Wiley & John P Wiley by C Peters their solicitor and file their additional reasons for setting aside the award which is in words and figures as follows that is to say.—

Add-reasons Platter vs Wiley et al 3

for set-aside

Award &c—

Marshall County Circuit

October Term 1853.—

And the said defendants Wileys come and by leave of the Court first had and

obtained assign the following additional reasons for setting aside the award of Arbitrators, - in this cause to wit -

That the said Platter since making the said award & filing the same in the circuit court of Peoria County, has stated under oath in two trials in the Peoria Circuit Court wherein the People of the State of Illinois were Plaintiffs & the said Wiley were defendants that the two notes, referred to in said award dated in January 1842, had not been paid that the same were yet due & unpaid - that he had no dealings with said Wiley after the time of certain endorsements upon said notes; ~~had been~~ and no payment or discharge of said notes had been subsequently made - thus showing the defendants will insist that the said award was fraudulently obtained and that the same is wholly unjust -

O Peters for said Wiley

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Bill of Exceptions *vs* } *Marshall County Circuit*
Jacob Platter } *Court - October Term 1853.*
James M & John F Wiley

Be it remembered that at this term on the third day of the term, the said Complainant moved the court for leave to dismis his supplemental bill filed in this case which motion was apposed and objected to by the Defts and the court sustained the motion and ordered that the said Complainants said supplemental bill be dismissed and the same was accordingly dismissed, to which decision of the court the defendants excepted. —

And after wards on the sixth day of the said the said Defts moved the court to continue this cause to the next term. — And in support of the same read in evidence to the court the affidavit of Onslow Peters, which is in the words and figures following to wit: —

Jacob Platter }
vs } *Marshall County Circuit*
James M Wiley & } *Court. October Term*
John F Wiley } *1853*
In Chancery.

Onslow Peters
 being duly sworn doth depose and say that he is one of the counsel and

Solicitors of the defendants in the above entitled cause and in conjunction with the late Lincoln B Knowlton Esq deceased has aided in managing the defence of said defendants - that he verily believes the said defendants cannot safely proceed to the trial of the said Cause, nor of the motions for judgment and to set aside the award in said cause at the present term of this court. — — This affiant says that it will become material and important on the said trial to prove and he thinks it will be important for them to prove that the said Platter on two trials in the Peoria Circuit Court wherein the People of the State of Illinois were plaintiffs and the said Wiley were defendants, being two indictments against the said Wiley for forgery, the said Platter was a witness and then and there testified as a witness that the testimony he then and there gave was in substance and to the effect set out in a crop bill filed by said defendants in this court at the present term of the court to which bill he refers and makes the same so far as it recites or refers to the said Platters testimony so given as part of this affidavit: = =

6
Affiant says he believes defendants can prove this by Nathaniel Chamberlin & Eli N. Powell and probably by other Witnesses who were present and heard said testimony at the trials ~~upon~~ when it was given - Said Powell resides at Peoria and said Chamberlin at Brimfield in Peoria county.

Affiant further says that he believes that it will be necessary, to have a fair trial herein; that certain original papers used on the trial before the arbitrators should be present, to be submitted to this Court as evidence at the hearing herein; he cannot now enumerate all these papers, but among them are the following To wit -
A receipt from Platter to James M. Wiley for fifty dollars in full of accounts dated May 4, 1843. A similar receipt and same date to John F. Wiley for ~~\$192.75~~. A note of said Platter to James M. Wiley for or about \$418. and another note of Platter to John F. Wiley for \$192.98. and he thinks dated in 1842, being notes given by Platter for the consideration or price of the land in controversy. Also a note of same to John F. Wiley dated May 4, 1843 for \$42.10. Also a note to James M. Wiley for \$100. dated May 4th 1843. Also note of Platter to James M. Wiley

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for \$5 dated May 5/43 —

Also a Receipt of one Daniel Oakley a Constable to one of said Wiley for \$21.08 paid by Wiley for Platter on an execution against him — Also a Receipt from Easter as Constable

to one of said Wiley for \$18.50. for money paid by said Wiley for Platter on an execution against him — There are other original papers this affiant thinks which are proper evidence in this case ~~for~~ which were used on said trial and proper and necessary to be used as evidence herein —

Such receipts bills of sale and agreements between the parties ~~litigant~~ but which this affiant cannot now particularly designate and specify.

Affiant believes that the papers will be most important in order to enable this Court to determine the question whether the said award was obtained by fraud or whether there was such gross mistake in making the award as will render it void —

Affiant says that these papers were left with said arbitrators at the time of the hearing before them, and he supposes they were all returned into the Circuit Court of Peoria County with the said award —
After says that afterwards the above

mentioned notes & papers were most if not all of them used as evidence on the two trials of the people heretofore referred to. —

This affiant and said Knowlton at one time applied to said Circuit Court of Peoria County for leave to take the said papers from the files of said court: but the court refused such leave the said Indictments being then pending — This affiant supposed said notes were in his possession when recently called upon for papers in this case, or that they were all on the files of the circuit court —

But he has made diligent search amongst his papers and in places where they would likely be if in his possession and cannot find them. —

Since the order changing the venue in this case was made Jacob Gale Esq the Clerk of the Peoria Circuit Court called upon this affiant for certain papers belonging to this case — and informed affiant that he had searched for them and could not find them. — and this affiant then enquired of said Gale as to the notes & papers above specified and after further search said Gale informed this affiant that he could not find them in his office —

Affiant thinks this last enquiry and search was last Saturday = & saw then
 So wit this week on Monday this affiant
 made further diligent search amongst his
 papers for them and could not find them

Affiant thinks ~~by~~ that by further search
 these papers ~~can~~ may be found: = = And
 that he can have by the next term of this
 court. =

Affiant further says that some of the
 pleadings in this case and several papers
 belonging to the files of the case were as affiant
 was informed by said Gale at one or both
 of said returns missing from the files;
 and that after search they could not be found
 that without such papers, a trial could not
 be had = and that these papers have since
 been found and on file. Yet this affiant
 was not advised thereof till since the commencement
 of the present term of ~~the~~ and by reason thereof
 had not made other preparation for the trial
 herein. =

The Papers in this case were not filed in
 this case till the present term of the 17th inst
 And this affiant since that time has not
 had time to procure the attendance of
 Witnesses = and this affiant says
 that he & Defendants had no reason

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to expect and did not expect that these
motions would come on for a hearing
at the present term - but while upon
the hearing first of the issue of the supple-
mental bill herein after putting the case
at issue. And if the case is now forced
to a hearing, both he and his clients will be
taken ~~by~~ wholly by surprise and unpre-
pared -

That ~~are~~ other witnesses that it will be neces-
sary to have to prove that said award
is fraudulent & void, but he has
not ascertained nor had time to ascertain
by whom the facts can be best proved
since the complainant dismissed his
supplemental bill but can ascertain &
prove them by the next term of this
court. - This Affidavit is not made for
delay for this affiant is anxious to have
this protracted litigation disposed of
at the earliest possible day.

And if the hearing herein is postponed
till about the middle of next week, this
affiant thinks he can procure for Defts the necessary
witnesses & will be ready for trial if the papers above
specified cannot be found. & he will have further
diligent search made for them. =

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Subscribed and sworn to before me
this 22nd of October AD 1858.

Edw. T. Clark

Onslow Peters


Which motion was overruled by the Court
 and the decision was excepted to by the defen-
 dants. And said Cause then coming on
 to be heard upon the motion of the Complainants
 for a decree or judgment upon the ~~motion~~
~~of the Complainant~~ of the award filed
 herein. The same was argued by Counsel
 and the Court sustained the ~~said~~ motion
 and entered a decree confirming the said
 award to which decision of the Court the
 defendants excepted. And pray that this
 their bill of exceptions may be allowed and
 signed and sealed by the judge and made
 part of the record in this Cause which is
 done.

E. Leland



Judge &c

Record No. 2 -

Crop Bill

To the Hon Edwin S Heland Judge
of the ninth judicial Circuit of the State of Illinois
at a term of the Circuit Court holden at Lacon
in and for the County of Marshall on the third
Monday of October 1853. in Chancery sitting

Humblly complaining sheweth
unto your Honor your Orators James M
Wiley and John S Wiley that on or about the
23^d day of September in the year of our Lord
eighteen hundred and forty five one Jacob
Platter who your orators pray may be made
a defendant herein, filed in the Circuit Court
of Peoria County on the Chancery side thereof
a bill of complaint in which the said Platter
was complainant & your orators were defendants
and sued out of the Clerks office of said Court
a summons in Chancery directed to your
Orators commanding them to be and appear
in said Court at the next term thereof and
answer the said Bill of Complaint; which
said bill of Complaint is now on file in this
Court and your Orators refer thereto and
make the same a part hereof; a copy
being hereto annexed & marked exhibit "A."

Your orators further show that
after wards they appeared in said Court and
filed their answer and amended answer

to said Bill of Complaint - And the same are now on file in said cause in this court and your Orators refer thereto and make said answers a part hereof and annex a copy hereto marked Exhibit ("B.") -

And your Orators further show that afterwards at the May Term 1848. and at the October Term 1848. of said Peoria Circuit Court such proceedings were had in said Court that said Cause then still pending in said Court was by the agreement of said parties and the orders of said Court referred to the award and determination of Nathaniel Chamberlin James Adams & Eli Bailey Submitting all the matters in difference between the said parties included in the said suit to the said Arbitrators, the award of whom and the majority of whom to be made and returned to said Court. - Your Orators refer to said orders and make them part hereof & annex copies thereof hereto marked exhibit. ("C.") -

Your Orators further show that the said arbitrators on the 16th day of November A.D. 1848. and the said parties, the said Platter and Orators met at the town of Brimfield in the County of Peoria and proceeded to the hearing and trial of said Cause, which

18 Hearing and trial was commenced and continued on and during the 16th, 17th & 18th days of November aforesaid when said Cause was fully submitted to said arbitrators for their decision, and they continued the same for advisement or for some other purpose till on about the 9th day of February 1849 when the said Bailey and the said Adams made what purported to be an award in said cause; and afterwards the said award was returned into said Circuit Court of Peoria County and is now on file amongst the papers of said Cause in this Court. And the same is hereby referred to by your Orators & made part hereof And a copy hereto annexed & marked Exhibit ("D") by which said award it will appear as your Orators understand it. That the said Chamberlin was not present at the time of making said award and did not give his assent thereto =. And your Orators expressly state that the said Chamberlin did not join in making said award and did not ~~assent~~ assent thereto = And your Orators insist that for this reason as well as for other reasons which will herein after be stated the said award ought to be wholly set aside and for naught esteemed that said award was returned into said Clerks office on the 12th

day of February 1849. or thereabouts. and duly
 filed therein = but no order of said Court
 nor any judgment or decree has ever been
 made in said Court confirming said
 award, or for the enforcement of the same
 but after ward, a motion was made by said
 Platter in said Court for a judgment or decree
 upon said award and by your orator. to set
 aside said award for the reasons by them filed
 in said cause: a copy of the record of said motion
 is on file in said cause to which your orator
 refer. & a copy of which is hereto annexed
 and made part hereof marked Exhibit (C.) -
 Said Reasons are also on file in this Court in
 said cause to which also your orators refer
 & a copy hereto annexed marked Exhibit (D.) -

Your orators further show that
 while the said suit in Chancery was still
 pending in the Circuit Court of Peoria County
 and after the said award was made and
 returned into said Court. the said Platter
 by leave of the said Court filed a supplemental
 bill in said cause and prayed therein amongst
 other things that your orators should be made
 parties thereto and that one Cyrus Brooks should
 be made a party defendant in said suit =
 And your orators & the said Brooks having
 been required by summons to appear and

17 answer did so appear & answer to said Supplemental Bill and in said suit - your Orators refer to said Supplemental Bill, now on file in said case in this Court and made part hereof and a copy of which will be hereto annexed marked Exhibit (G.) And your Orators say that the statements & allegations mentioned in said answer are as they verily believe true in substance and fact. - Your Orators refer to their answers & the answers to said Supplemental Bill which were duly filed in said cause & which are now on file in said cause in this Court and make the same part hereof & annex copies thereof hereto marked Exhibit (H.) :-

Your Orators further show that at the October Term of the said Circuit Court 1853 the said cause of Platter against your Orators being still pending & undetermined in said Peoria County Circuit Court the said Platter caused a change of Venue to be ordered in said cause, and by an order of the said ~~to~~ Circuit Court of Peoria County then and there made the venue of said cause was changed and said cause removed to the Circuit Court of Marshall County. - A copy of said Order is on file in said cause in this Court

and the same is hereby referred to by your Orators & made part hereof and annex a copy thereof hereto marked Exhibit (I.)

And your Orators further show that at the present term of this Court to wit on the 17th of October instant. the papers in said Cause were filed in this Court with a transcript of the record and proceedings of said Court. Case in said Peoria Circuit Court & not before —

Your Orators further show that the said Platter as they are informed & believe aided probably by one Charles H. Freeman procured indictments to be found against your Orators by the Grand Jury of Peoria County charging your Orators with having forged and counterfeited two notes purporting to be made by the said Platter, both dated on or about January 11th 1842 & payable one to your Orator James M. Wiley, for or about the sum of \$418. & the other to your Orator John F. Wiley for or about the sum of \$177.90 — & also of a certain receipt purporting to be signed by one Bethshela Platter copies of which indictments & the orders & Record of proceedings in relation to the said Indictments & the trials thereon will be shown to the Court & annexed hereto and made part hereof marked exhibit (J.)

19 And your Orators further show that at the August Term of the Peoria Circuit Court 1849. holden in & for said Peoria County a trial came on to be had between the People of the State of Illinois & your Orators upon one of said Indictments and upon the said trial it became and was material & pertinent to the issue to enquire into & produce proofs relative to said two notes and to the transactions and dealings between your Orators and the said Platter And the said Platter was then and there called as a witness & was sworn & did then and there testify depose & swear, amongst other things in substance & to the effect following To wit That on the fourth day of May 1843 he made a settlement of all matters between himself & the said Wiley (meaning your Orators.) respectively and that the amounts then found due him the said Platter on such settlement & dealings between him & your Orators respectively were endorsed upon said notes: & the said Platter then pointed out the two endorsements one for \$34.18 & the other for \$11.04 as the sums then found due him. That the sums or balances thus found due were then endorsed on said notes - That all dealings and transactions between him

and said Wiley (except said notes & some other notes) were then settled & the endorsements were made as aforesaid that and after the said 4th day of May up to the time he was ~~to~~ so testifying he had no dealings or transactions of any kind with your Creditors or either of them that since said 4th of May he had not paid to the said Wiley (your Creditors) or either of them any money or property, or made any payment of any kind or nature whatsoever to them or either of them upon said notes or either of them, directly or indirectly, and that there had been no dealings by which he was entitled to any Credit from said Wiley or either of them. — That if he gave the said notes, they were still due, and undischarged that he had never paid them, and had had no dealings or transactions with the said Wiley or either of them by which said two or any part thereof (except the endorsements thereon) had been paid & discharged.

The two notes spoken of by said Witness as aforesaid are the same two notes above, referred to as dated January 11th 1842; and are the same which in the award of the said referees are found to have been paid by the Platter =

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Your Orators & their Counsel seeing the importance of said Statement of said Platter on said trial the said Counsel interrogated very fully & he repeatedly & distinctly made and repeated the said statements while upon the stand so testifying as well as much more of the same import.

Your Orators further show that at a subsequent term of the circuit-court of said Peoria County, but at what time your Orators cannot certainly state but which will appear from the transcript of the record to be made just hereof, another of said Indictments came on to be tried between the people of the State of Illinois & your Orators, when the said Platter was again called as a witness and was sworn & testified on behalf of the People, and upon his cross examination again testified & swore substantially as he did on the trial herein before specified & shown - and he also then on said last mentioned trial said & swore, that if said two notes were given as consideration for the land or upon the land contract (meaning the land and land contract mentioned in his bill of Complaint in the Chancery suit aforesaid against your Orator.)

the same had never been paid = that they were still due & that if given for that consideration they ought to have been paid before he was entitled to a conveyance of the land i.e. =

And your Orators aver that it was and is true that there never was no other or further dealing or transactions after the said fourth of May 1843. between your Orators or either of them & the said Platter, by which any payment was made or by which said Platter became entitled to any credit upon said notes or either of them or by which any part of the consideration money or price of said land was paid or discharged.

And your Orators aver and show that the said two notes were in truth & fact given to secure the purchase money of said land that they never have been paid or discharged except so far as endorsements are made thereon and that the price or purchase money of said land remains to this day wholly unpaid & undischarged except so far as the endorsements on said notes show

Nor is the said Platter in any way or manner entitled to any other or further credit thereon

And your Orators further show that they can now fully & clearly prove the statements & declarations of the said Platter so made & sworn to as aforesaid by divers witnesses among whom are Elisha N. Powell George Blakesley Nathaniel Chamberlin Esqs who were present & heard the testimony of said witness Platter when he testified as aforesaid. —

And your Orators further show that that the statements of said Platter so sworn to as aforesaid are wholly contrary to the finding of the said Arbitrators in their said award and it is conclusively shown thereby that this said award is clearly and manifestly unjust & erroneous & contrary to equity & good conscience and your Orators say that that the said Platter was indebted to them at the time of the making of said award upon said two notes & upon other notes to the amount of money of many hundreds of dollars; for a more particular statement of which your Orators refer to their own & said Brooks answer to the Supplemental bill in his said Chancery suit — against your Orators at the time of the making of the said award there was due to your Orators as —

Respectively upon said two land notes
the sums or about these sums as follows
Viz. —

Of the principle on the note to James M. Wiley 221.51
Interest on the same 242.98

Of the principle on the note to John T. Wiley 127.69
Interest on this last note 126.49

Showing due on said notes at the time
of the award — \$718.68

So that according to the sworn
statements of the said Platter made as afore
said, he the said Platter was not entitled to a
conveyance of said ~~several~~ land until he
should have paid to your Orators upon said
notes said sum of \$718.68 nor was
the said Platter in law equity or good
conscience entitled to a conveyance of said
land until said sum of money had
been paid. Your Orators refer to said
two notes & to other notes & receipts of the
said Platter to them respectively and annex
copies thereof hereto as part hereof, marked
exhibit (K) said other notes were exhibited
in evidence on the trial before said report.

And the same are still wholly due & unpaid
and the said Platter has no equitable or
legal set off to them or either of them or any part
of them or either of them. —

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And your said Orators show that the said evidence of the said Platter was given & his said statements & declarations made since the hearing & trial before the said Arbitrators so that they could not have been used as evidence before the said arbitrators; at said hearing your Orators produced all the evidence within their knowledge or favor upon all the questions points & subjects of controversy = & though they & their Counsel then and ever since believed that there was an entire want of evidence to ~~prove~~ the payment of said notes, or either of them yet the said referees found & decided that the said notes had been paid by the said Platter And your Orators aver and show that it was wholly & palpably erroneous & unjust that the said referees should have found & decided that your Orators were indebted to said Platter in any sum whatever — that it was no less unjust for them to award that your Orators should convey the land or any part thereof to said Platter. —

Your Orators show further that they are informed & believe it to be true & that they can now prove the same. that the referees in making up their said award made another most plain and palpable

mistake in this To wit, the said award finds that your Orators or one of them conveyed to said Platter forty acres of land under ~~the~~ in & in pursuance of one of said Contracts mentioned in the pleadings of said original bill Chancery suit = the price or consideration of which was two hundred dollars or thereabouts & yet said referees wholly neglect to give your Orators any Credit for the said forty acres or the value or price thereof = Your Orators think this sufficiently appears upon the face of the papers & Records; but if it does not so appear this fact can be as they believe by them clearly & sufficiently proved: =

Your Orators further show, that the said Platter having filed his said supplemental bill in said suit and your Orators having filed their answers thereto they believe & so they were advised by their Counsel that they could test the validity of said award upon the hearing of the said case upon said supplemental bill and the pleadings in the case & they would have been fully prepared to have tried the same in the usual course of proceeding in such cases = but the said Platter by his counsel at the said October term of the Marshall circuit Court

dismissed the said supplemental bill, though your Orators by their Counsel resisted the motion of Complement to dismiss but the said Circuit Court sustained the said Motion & dismissed said supplemental bill—

The said Complainant not only filed a supplemental bill as aforesaid, but he asked and obtained leave to amend his original bill in said cause. A copy of the order of the Circuit Court of Reoria County granting said leave will be shown to the Court & your Orators will annex a copy hereto marked Exhibit (L) And your Orators say & insist that by those proceedings the Complainant waived his right to any benefit under & by virtue of said award that the said Brooks ought to have been made a party to the original bill of said Platter = . that the said Platter by electing to amend his bill & by filing his supplemental bill and making your Orators parties thereto, — Abandoned all benefit or right under said award — But if the Court should be of opinion that the award was not thereby vacated & that Complainant's Platter's rights were waived by the dismissal of said supplemental bill Yet that your

Orators have been guilty of no laches by not seeking the remedy herein sought by reason that they believed & still believe they could have protected themselves & have had substantial relief in the proceedings under said supplemental bill. And your Orators show that so soon as their counsel could do it. After dismissal of said supplemental bill they proceeded to have this bill prepared and ready to present it in the shortest possible time to your honor —

Your Orators further show that the said Arbitrators in making their said award omitted some things which they ought to have considered & decided upon & they also considered decided & awarded upon matters & things not decided in the submission to them thereby wholly exceeding their powers & authority. and this will sufficiently appear upon the inspection of the said award & the record & pleadings & exhibits in the cause. all of which will be to the Court shown. at the hearing herein and proofs will be made thereof by evidence not of the record & papers in said cause. —

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Your Creditors further show that the said Platter is, & for many years past ever since the making of the contracts in said bill mentioned for the purchase of said land has been wholly & irretrievably insolvent. — that besides the said lands & under date of January 11. th 1842. — said Platter is justly indebted to your Creditors, one of them, on the other notes mentioned and the amount of several hundred dollars your Creditors though not less than from three to four hundred dollars. & said Platter wholly neglects and refuses to pay the same =. And your Creditors are informed & believe it to be true that the said Platter is so situated and has so arranged his business & affairs that if the said land should be conveyed to him it will be immediately conveyed away by said Platter & placed beyond the reach of your Creditors or the other creditors of the said Platter = so that your Creditors will be wholly without remedy against the said Platter if they shall be required to convey said land to him =

In as much therefore as your Orators are without complete and adequate remedy in the said case & can only have relief by this bill of complaint, they pray that a summons in Chancery may issue directed to the said Platter commanding and requiring him to be and appear before your honor. and there true full & perfect answer to make to all & singular the allegations & statements in this bill of complaint contained, but not upon his corporate oath his answer under oath being hereby expressly waived & upon the hearing herein that your honor will order adjudge and decree that the said award shall be vacated and set aside, & held for naught that a new hearing and trial may be ~~given~~ granted & allowed to your Orators in said suit either at the bar of this Court or before other Arbitrators to be hereafter appointed by the Court or agreed upon by the parties = that your honor will adjudge & decree that the said Platter shall pay to your Orators the balance that may be found due your Orators, or either of them, or that he shall forever relinquish all claim or title to said land that all further proceedings be stayed

in said suit of Platter against your
Orators until the hearing in this
cause. That this bill be taken & con-
sidered as a Crops bill to the said Platters
original bill — That if your honor
shall decline and refuse to order a stay of
proceedings in this cause as is usually
done in cases of bills & Crops bills your
honor will grant a writ of injunction
restraining the said Platter from further
proceedings in said cause until the
further order & decree, & for such
other & further relief as to your honor
shall seem meet & to justice &
equity appertain. —

James M. & John F. Wiley
By O. Peters
their solicitors

State of Illinois }
Marshall County } S.S. —

Onslow Peters being
duly sworn doth depose & say, that
he is the Counsel and solicitor of the
complainants above named —
that he knows the contents of the foregoing
bill of complaint; that he is himself
personally acquainted with many of

facts & most of the facts therein
 stated & has information as to the
 other facts therein stated on which
 he relies, and from such knowledge
 & information he has good reason to
 believe & does believe that the several
 statements and allegations in said bill
 of Complaint are true and he verily
 believes the same to be true. =

Subscribed & sworn to
 this 23^d day of October
 1853. before me.

Onslow Peters

G. L. Fort clerk

Exhibit
A

To the Hon John D Caton
Associate Justice of the
Supreme Court of the State
of Illinois and Judge of
the 9th Judicial Circuit
of the State of Illinois =
in Chancery sitting —

Jacob Platter Complainant respectfully
sheweth unto your Honor that on or about
the eleventh day of January AD 1842 one
James M Wiley who is made defendant
herein executed and delivered to Com-
plainant his certain bond or agreement
for the conveyance to Complainant of the
following described tract of land
To wit— Commencing at the South
west corner of the South East quarter of
section No fourteen (14.) in Township
No ten (10) North of the Base line in
Range No five (5.) East of the fourth
principal meridian running thence
North to the Rochester Road, thence to the
right — — — said Road a sufficient
distance to make fifty acres by a due
East Course to the east line of the west
half of said quarter. thence South

to the South line of said quarter. Thence west to the first point mentioned - for the consideration of two hundred and fifty dollars to be paid thereafter by said Complainant on or before the 20th day of June A.D. 1842. A copy of which said Bond is hereto attached marked "A" and made part hereof and complainant further states that on the same day said James M. Wiley and his brother John F. Wiley executed & delivered to complainant another Bond dated Jan 11th one thousand & forty two the same duly sealed with their seals, to convey to complainant the following tracts of land to wit - The North West Quarter of the North West quarter of Section No nine (9.) in Township No Ten (10.) North of the Base line in Range No six east of the 4th principal Meridian containing 40 acres. also another tract described as follows to wit - Situate in the South West Quarter of Section No fourteen in Township No ten (10.) North of the Base line in Range No five (5.) East of said Meridian Commencing at the South (South West) quarter of said section No fourteen running thence west to

center of the Stream thence up the stream
its usual course forty five rods -
thence North a sufficient distance to
make eleven acres by a due East
course to the east line of said quarter
thence South to the place of beginning -
for the sum ~~of~~ therein mentioned of
four - and fifty Dollars payable
to said John & James on or before the
20th day of June 1842. The said sums
above specified to bear interest at the
rate of twelve per cent. -

Of said Bonds a copy of which last
Bond is also hereto annexed & marked "B."
and made part hereof.

And complainant further states
that at the same time he executed and
delivered to said John & James two notes
the precise amounts of which he cannot
state they being in the possession of said
John & James or one of them for as nearly
as the complainant can recollect in
the aggregate five hundred and seventy
seven dollars - which notes were given
for the consideration of said tracts of land
and also for the purchase of certain property
by the said complainant of said John
& James - And Complainant Calls

upon said Defendants (John & James)
to attach said notes to their answers
hereto

And Complainant further
states that at the time of the execution
of said Bonds and making said
contract he expected to receive money
from the State of Ohio and so
informed said defendants. at the
time to pay said notes and it was after
wards & on the 5th day of December
1842. provided & agreed between said
Defendants and Complainant as follows
that perhaps such money might not
be by Complainant received from said
Ohio. the same, ~~not having~~ then not
having been received, that said Com-
plainant executed & delivered to said
defendants a deed of sale & transfer of the
said defendants a deed of sale & transfer
of the following property as nearly as
the Complainant can remember and
at the sums set opposite thereto as
nearly as said Complainant can
remember the said Bill of sale being
in the hands of said defendants and
they are hereby notified to attach the
same with their answer hereto.

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and exhibit the same to the Court
Said property is as follows

1 Two horse Carriage	\$ 80.00
1 Farming mill	\$ 25.00
1 Two horse plow	10.00
Fields of Wheat	45.00
1 Durr Colt	30.00
Corn in the field	40.00
Cuts in the stack	30.00
1 Durr Mare	55.00
1 Sorrel Colt	35.00
1 White mare	40.00
1 Wagon & 4 pairs of Harnes	25.00
1 Lot sheep	28.00
2 shovel plows	3.00
1 Lot Cattle	115.00
making —	<u>\$ 564.00</u>

or shirebouts and said defendants then
and there expected and delivered to
said Complainant a — — — — —
or agreement providing that said Com-
plainant should be permitted to release said
property or any part thereof contained in
said bill of sale at the price therein recorded
within eighteen months after the date
thereof a copy of which is hereto annexed
marked "C" & made a part hereof.

and Complainant further states that some time previous to the 20th day of June A.D. 1842 the precise time Complainant does not recollect he made arrangements with said defendants that the time for the payment of said notes was to be extended to the first day of March A.D. 1843. and said John F. Wiley made an endorsement on the back of such Bond in presence of said agreement in his hand writing, but the same is not signed by said defendants or either of them as Complainant has lately ~~understood~~ ascertained though at the time and for a long time after it was made Complainant supposed it was signed by them, and a copy of which is also attached & made part hereof and marked "D" and Complainant further states that previous to March 1843. & on the 5th day of ~~December~~ 1842. the said Bill of sale and said exhibit "C" was executed and that the only consideration thereof was said indebtedness above stated.

And Complainant further states that on or about the 20th day of March 1843 Complainant relinquished all of his interest in said cattle in said

Bill of sale by virtue of said agreement marked "C" on the back thereof which said relinquishment was in consequence of a wish on the part of said defendants to dispose of the same. And in pursuance of an agreement there made between the said defendants and said Complainant

And Complainant further states that on or about the sixth day of September A.D. 1843, Complainant made another agreement with said defendants to extend the time of Redemption of the Ballance of said property conveyed by said Bill of sale on the Back of said Exhibit, C, in the words and figures following to wit—

"Brimfield Sept 6 1843, we have this day agreed to continue the time of redemption of the within property for the space of six months.

cc

John F. Wiley

cc

J. M. Wiley

and Complainant alleges that the consideration for said extension of the time of redemption was the relinquishment of, by Complainant of his right to the said Cattle as aforesaid—

and Complainant states that although there is a ^{Condition} ~~consideration~~ in said Bonds "A & B" to the effect that said defendants might if they should so elect consider the said contract as forfeited if the said purchase money was not paid at the time therein stated. Yet the said defendants by virtue the several agreements aforesaid and receiving a portion of the same as aforesaid and the remainder the said conditions in said Bond—

And complainant further states that he a portion of said property & in pursuance of said Condition marked "C" by paying the prices stipulated and fixed therein in said Bills of sale to wit the said Cents and cow in said Bill of sale mentioned and the said cattle became the property of said Defendants on the execution of the paper marked "C" and the residue of the said Property became the property of said Defendants on the expiration of the time for the redemption thereof aforesaid and in case complainant did not release the same in the time— said defendants were to take the same at the prices fixed in said bills of sale in part or full payment for said

41 land and said notes as for as the same

And Complamant further states that the said Defendants induced said Complamant in 1843 to give up to one Cyrus Brooks certain land which Complamant of said Defendants and agreed to allow Complamant therefor on said notes Thirty Dollars -

Said defendants to said Complamant as follows to wit.

Lumber for house	\$ 30.00
1843. 800 feet lumber @ \$1.50 foot	\$ 12.00
1843. Board of John Wiley in 1843	
46 weeks at \$1. for W.	46.00
6 weeks board & attendance	
for being sick	12.00

all which items said defendant agreed to allow and credit on said notes.

Complamant further states that there is a credit on one said notes for

1 wagon	\$ 50.00
1 Harnep	10.00 -
also credit one note.	39.00
another	11.75
	\$ 110.75

And there may be other credits on said notes but Complainant cannot state if there are, and above credits are in

If said property contained in said sale Bill Complainant further states that at the time of said executions of said Bond said Defendants ~~neither~~ nor either of them had nor have they since had or now have any title whatsoever. Nor can they either of them execute to Complainant a deed as required in said Bond to the tract Described in said Bond above.

to marked as Complainant is informed and verily believes. Complainant further states that since making the payments aforesaid and in fact since 1843. Complainant has respectfully called upon said defendants to execute Deeds according to the Conditions of said Bonds and requested them to settle all matters pertaining to said purchase and said Defendants refused to convey said land to said Complainant or to settle matters aforesaid so as to ascertain the precise amount paid by said Complainant and to show to Complainant said Bill of sale & notes, and that the whole amount of

said purchase money is not yet paid
 and said Complainant alleges that he
 has over paid the amount due on said
 notes or on said purchase = And Com
 plainant alleges that said James ^{Mr} John^r
 Wiley ought to be compelled to send or
 render a full account of all money
 and property paid on said notes and
 the amounts aforesaid agreed as
 aforesaid to be applied on said notes
 and contracts of purchase and that if any
 thing is due upon said contracts of purchase
 the amount should be fixed and estimated
 by this Court.

And Complainant permitted to pay
 the same, - as the Court shall decide
 and that said Defendants shall be
 compelled to produce. - all the said
 note, bill of sale and all the papers
 in their possession as aforesaid to this
 Court and that they should be compelled
 to convey said premises in manner spec
 ified in said Bond to Complainant &
 to

to Complainant all
 to said Defendants and
 agreed to be applied on said notes and
 Contract of purchase over and above the
 and Com

Complainant alleges ~~aforsaid~~ that the
 ----- and doings
 aforsaid of said Defendants were contrary
 to equity & good conscience —

In as much therefore as
 said Complainant is without remedy at
 Law. and can only have relief in
 equity he prays — that said John F. Wiley and
 said James M. Wiley may be made defendants
 hereto and the usual proofs of subpoena
 issue against them requiring them and
 each of them to appear. And
 the matters aforsaid. But not on their
 oaths the same being hereby waived
 pursuant to the Statute in --- Case
 made and provided and that upon a
 hearing of this bill the direction of this
 Court and that if upon such said
 Complainant shall be to —

to said Defendants
 upon said purchase to be permitted to
 pay the same and that said defendants
 be compelled to convey said premises in
 manner specified in said Bond

And also said defendants
 be compelled to refund to Complainant
 such sum as shall

be found overpaid on said

on said contract of purchase and that
 said defendants be compelled to produce
 all papers above referred to in their or
 either of their possession and all title
 deeds & papers showing their title to the
 said tracts. above mentioned.

And for such other or further as
 to this Hon. Court shall

a consideration
 of the premises,

And as in duty bound said Com-
 plamant will ever—

Jacob Platter
 By H. C. Meriman
 his Solicitor—

Schedule A referred to in the Preceding Bill—

Know all men by these presents that I James M Wiley of the County of Peoria and State of Illinois for the consideration of the sum of two hundred and fifty dollars with twelve per cent per annum interest thereon from this date to be paid on or before the twentieth day of June eighteen & forty two. have this day agreed to sell Jacob Platter of the County of Peoria and State of Illinois the following tract of land to wit— lines to be run as follows commencing at the South West corner of the South East quarter of Section fourteen (14) in Township No 10 North of the Base line and ~~in~~ No 5 East of the fourth principal meridian, thence North to the Rochester Road, thence to the right along the said Road a sufficient distance to make fifty acres more or less by a due east course to the east line of the west half of said Quarter thence South to the South line of said quarter thence west to the first point mentioned The said Platter is to take possession

and is to pay all taxes on the same from this time.

Now now provided the said Jacob Platter shall pay or cause to be paid to the said James M Wiley of Peoria County Illinois the sum above named. I the said James M Wiley bind myself my heirs or to convey a good deed of general Warranty subject to the equity subsisting between me and the United States the above described land to the said Jacob Platter his heirs or assigns. if however the said Jacob Platter shall not punctually pay the said sum at the time and place above mentioned then the said James M Wiley reserves to himself the right to ratify or confirm this agreement or not. sealed and delivered this eleventh day of June in the year of our Lord one thousand - and forty two

James M Wiley *JMB*

Jacob Platter

vs

James M. Wiley

John F. Wiley

In Chancery Cir
Court Peoria County

The answer of James
M. & John F. Wiley to the
bill of complaint of Jacob
Platter exhibited against
them.

These respondents saying and answering
in C. for answer to the said bill of complaint
so far as they are advised it is necessary
for them to answer unto. Answering
say. they admit they did make and deliver
the bond dated January 11. 1842 as is
alleged in said bill they also admit that
complainant gave respondents the following
described notes one dated Jan. 11. 1842
payable on or before Jan 20th 1842. for
418. dollars at 12 percent interest pay-
able to James M. Wiley or order the other
of the same date payable at same time to
John F. Wiley or order for \$ 177 90. at
12 per cent interest & they admit. they
admit that said Platter did represent
that he expected to receive money from
Ohio but these respondents say &

and believe that this was a gross misrepresentation and they do not believe that he expected to receive any money from Ohio, but rather that his Ohio debts would follow him to Illinois & require much money to discharge them but these respondents say that all that allegation in the bill of complaint about money from Ohio and the agreement that perhaps it would not come respondents say that that part of Complainant's bill is so complex & confounded that they cannot understand it & do not know how to make an answer ~~there~~ to.

These respondents deny that they received any such bill of sale as is set out in said bill of complaint & they think this part of the bill is rather senseless and difficult to understand - Respondents positively deny that they agreed to any extension of time for the payment of said notes though perhaps an endorsement was made upon said bond as is mentioned in said bill but the said Complainant fails to do as he agreed & said writing for extension never was executed & perfected nor was it so understood by said Platter & they deny the whole allegation about the

Consideration of said Bill of Sale exhibit
 "D" and they say that any such agree-
 ment was made on the 20th day of March
 1843. as is alleged in said bill and
 they deny that any such agreement was
 made on the 6th of Sept 1843 as is alleged
 in said bill nor was there any such
 consideration therefor as is alleged - and
 they deny the whole allegation of said bill
 about the of the con-
 ditions of said bond & these respondents
 deny that Complainant ever redeemed
 any portion of said property - and of
 any ~~of~~ agreement about
~~or~~ upon the notes as is alleged; and
 these respondents say they are unable to
 comprehend or understand the allegation
 in said bill about giving up land to
 Cyrus Brooks & they do not therefore
 know how to understand how to
 answer the same - And the defendants
 deny all indebtedness to said Com-
 plainant. as Complainant has alleged
 And they deny agreement about the
 same upon the same up the note as
 to what endorsements were on said note
 these respondents deny that such en-
 dorsements have been made - They

file copies of said notes hereafter
 but do not choose to file the originals
 but will have the the same in court to
 be shown as on before the hearing of
 this cause. Nor are said credits
 in dependent of said property contained
 in said bill. And as to the allegations
 that respondents could not & cannot
 make a deed of the land ~~under~~ named
 in said exhibit. & they deny & they
 Deny that Complainant ever called
 upon them for Deeds of the land, or
 account, or that Complainant
 had any right to any deed or to
 have any account. They deny that
 the Complainant has ever paid
 said notes or that he has paid said
 notes. But respondent deny that
 said Complainant is largely indebted
 to these respondents & they were now &
 ever have been, ever will be ready to receive
 the same, without the interposition of
 compulsory power of this court for
 that purpose. — It has long been
 a matter of Doubt uncertainty
 which as now newly ^{unto}
 a certainty that they will never obtain
 their just Dues, from said Platter

And they are now in great want
 of money and would ~~gladly receive~~
 gladly receive it now or any other
 time hereafter and they deny they
 have done aught against equity or
 good conscience and those respondents
 having fully answered the said com-
 plaints. be pray here to be discharged
 with their costs in this behalf expended

James M. Wiley —
 John F. Wiley —
 Peters & Knowlton }
 Sols of Defts. }

The further & amended answer
 of James M. & John F. Wiley to
 the bill of Complaint of
 Jacob Platter exhibited against
 them —

These respondents further answering
 say that they absolutely deny every
 statement & allegation in said com-
 plaints Bill of Complaint which
 is not admitted in these respondents
 original answer thereto except as there
 admitted they deny the whole of said
 bill and those respondents further —

say that they had always have said
 & still have a good & sufficient title
 to the said several tracts of land & could
 & would have made good Warranty
 Deeds thereof in pursuance & fulfill-
 ment of said bonds & the consideration
 thereof so as to have conveyed the same as
 they agreed & contracted to do - ~~if~~ if the
 said Platter has in no way or respect
 whatsoever fulfilled any of his said agree-
 ments. But has wholly disregarded & vio-
 lated them. - Respondents further say that
 if any bill of sale was ever made by
 said Complainant to these respondents
 as is alleged in said bill of Complaint
 it was made for no such consideration &
 for no such purpose as the said Com-
 plainant in his bill has alleged. But the
 same if given was given in part to &
 to pay indebtedness of said
 complainant to these respondents & not for
 other purchase money & said land only
 but for other indebtedness of said Com-
 plainant to said respondents & partly for
 the purpose & with the of
 the said Platter to cheat hinder delay
 & defraud the said Platters honest
 creditors of their just debts - but

respondents thought it right & proper
 for them to secure themselves for the in-
 deltedness of the said Platter to them:
 And by reason of the said indeltdness &
 the neglect & refusal of said Platter
 to discharge the same indeltdness the
 property in said supposed Bill of sale
 mentioned became & was wholly forfeited
 to these respondents. And the said Platter
 was cut off from all equity of redemption
 therein & all right & title thereto and respon-
 dents further say that the said Platter con-
 trary to all right & in violation of his duty
 in the premises & without the knowledge
 & consent of those respondents or either of
 them raised lock & carried away the
 said property & every article thereof &
 disposed of the same to
 his own ~~use~~ use — And these
 respondents have never received or
 any part of the proceeds thereof —
 And respondents say that the said
 Platter having wholly neglected & refused
 to fulfill his said engagement to pay for
 the said land — These respondents
 to consider the said contracts for the
 sale of said lands & refused
 to ratify & confirm the same & the said

The said Platter had ~~done~~ due notice thereof

These respondents having fully answered the said Bill pray as they prayed in the original answer.

Peters & Knowlton

Sols for respondents

John P. Wiley

James M. Wiley

Thursday June 8 AD 1848

Exhrist
C."Jacob Platter }
vs
James M Wiley }
John F Wiley }for conveyance of Real
Estate.

This day came the complainant by H. O. Merriam his solicitor and the defendants by Lincoln B. Knowlton their solicitors and submit all matters in difference between them involved in this suit to the decision and final determination of James L. Riggs James Adams and Eli Bailey arbitrators named and agreed upon by the said complainant and defendants, whose award or the award of a majority of them made according to the statute in such case provided.

Said parties agree shall be made a judgment of this court which is ordered accordingly and this cause continued to the next term of this court, —

And afterwards at the October term of said court AD 1848 the following proceedings were had therein to wit —

Tuesday October 24th AD 1848

Jacob Platter	}	For conveyance of Real Estate
vs		
James M Wiley		
John F Wiley	}	

This day came the parties by their respective Solicitors and by their agreement. Ordered that Nathaniel Chamberlain be substituted in place of James L Riggs as one of the arbitrators between the parties of the differences between them moved in this suit and that the award of the said Nathaniel Chamberlain James Adams and Eli Barly or the award of a majority of them made according to the Statute in such case made & provided shall be made a judgment of this Court and that this cause stand continuous to the next term of this Court

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Exhibit

Q. D.

Jacob Platter
vs
James M Wiley
John F Wiley } Reorin Circuit
Court
In Chancery
For conveyance of Real Estate

together with Orslew Peters and L B
 Knowlton their Solicitors appeared,
 and by agreement of all the parties and
 their solicitors, respectively the place of
 hearing was changed to the schoolhouse
 in said town - and thereupon and
 before hearing proceeding to hear any
 testimony in said cause the said
 referees were duly sworn according
 to law by and before Isaac Lathrop a
 Justice of the Peace of said county
 faithfully and fairly to hear examine
 and determine the cause according to the
 principles of Equity and justice, and to make
 a just and true award according to the
 best of their understanding as also appears
 by the Certificate of said Justice hereto attached
 which is made just hereof. Said referees
 then proceeded to the hearing of said cause,
 the said parties and their said arbitrators
 being in attendance and the said hearing
 was continued through 16th and 17th & 18th
 days of November aforesaid when it was closed
 and said referees having deliberated upon
 and duly weighed the evidence produced at
 the hearing aforesaid and consulted
 with each other we the undersigned
 two of said referees do find that on

The Eleventh day of January AD 1842
 the defendants executed the contracts as
 specified in said Bill and for the con-
 veyance of the following described land to
 wit. The North West quarter of the North
 West quarter of Section No (9) nine in
 Township No (10) Ten North of the
 Base line & range No (6) six East of
 the fourth principal meridian containing
 (40.) acres more or less. Also a certain
 tract of land situated & lying on the South
 West quarter of section 14. fourteen in
 Township No (10) North of the Base line
 and range (5) East of the fourth principal
 meridian bounded as follows (viz)
 commencing at the South East corner of
 the South West quarter of section
 14. fourteen in said Township and
 running west to the center of the stream
 thence up the stream its general course
 (45) rods thence North & sufficient
 distance to make eleven acres. — by a due
 East course to the East line of said
 quarter thence South to the first point
 mentioned.

And also that on the eleventh day
 of Jan AD 1842. said Defendants James
 M Wiley executed and delivered to said

Platter a bond for the conveyance of the following described land to wit

Commencing at the South West corner of the South East quarter of section (14) fourteen in township No (10) ten North of the Base line & range No (5) five East of the fourth principal meridian thence North to the Rochester Road thence to the right along the said Road a sufficient distance to make fifty acres more or less by a due East line of the west half of said quarter thence South to the South line of said quarter thence South to the West to the first point mentioned

Both of which bonds were for the conveyance of the lands therein respectively described by the several obligors by good Warranty deeds as alleged in the Complainants bill and admitted by the defendants answer on file in said cause; and that said Platter gave his notes for the consideration thereof or the contract price therefor —

And that the contract price for said land was the sum of Seven hundred dollars as appears from the bonds. And we do further find from the evidence that on the ninth day of May AD 1843 the residue of interest and principal amounted

to Seven hundred and eight dollars
 & twenty eight cents and on that day
 last herein named the Complainant
 had paid the sum of nine hundred
 and three dollars & forty nine cents
 to said Defendants and which payment
 were by said parties specifically agreed to
 be applied upon said notes given for
 the purchase money on said land.
 leaving a balance then due to said Platter
 from said defendants of the sum of one
 hundred and ninety five dollars and
 twenty one cents. which with interest
 thereon to the date hereof is the sum of
 two hundred and sixty two dollars & twenty
 three cents due from said defendants
 to said Complainant for payments made
 on said Contracts of purchase over and
 above the contract price of said land
 which said payments were made by
 Bill of Sale of personal property December
 5. 1842. — and other payments endorsed
 on said notes we do further find that the
 said defendants waived the condition of
 forfeiture contained in said several
 bonds as stated in said Bill of Com-
 plaint =

We do further find from the evidence

That said complainants requested said defendants prior to the commencement of this suit to execute to him deeds for said premises above described and settle and account to and with him of and concerning all payments by him made on said contract of purchase to said defendants which they refused to do

We do further report that by agreement of the parties in our own presence during said hearing that John F. Wiley has since the commencement of this suit conveyed to said Platter the following tract of land to wit The North West quarter of the North West quarter of Section No (9) nine in Township No (10) ten North of the Base line & range No (6) six East of the fourth principal meridian containing (40) acres more or less —

And that the title to said last described land was in said John F. Wiley and by said deed duly conveyed to said Platter

We do further find that the title of ~~said~~ said defendants in said lands not ~~contained~~ conveyed by said deed was good and perfect the day of the date of said Bond —

We do therefore award adjudge and determine.

1st That Defendants convey by good and sufficient warranty deed to said Platter Platter, for the consideration of the sum of two hundred and fifty dollars to be expressed in said deed the following tract of land to wit, -

A certain tract or parcels of land situate & lying on the South West quarter of Section (14.) fourteen in Township No. (10.) ten North of the base line & Range (5.) five East of the fourth principal meridian bounded as follows to wit commencing at the South East corner of the South quarter of section (14) fourteen in said Township, and running West to the center of the stream thence up the stream its general course (45) rods stone, North a sufficient distance to make Eleven acres by a due East Course to the East line of said quarter thence south to the first point mentioned.

And that said James M. Wiley convey by like deed of conveyance to said Platter for the ~~same~~ ^{therem} consideration to be expressed the sum of Ten hundred

and fifty dollars. The following described land to wit. Commencing at the South West corner of the South East quarter of Section (14) fourteen in town ship No (10) ten. North of the base line & range No (5) five East of the fourth principal meridian thence North to the Rochester Road thence to the right along the said Road a sufficient distance to make fifty acres more or less — by a due east course to the East line of the West half of said quarter thence South to the South line of said quarter thence West to the first point mentioned

2^d And that said deeds be duly executed acknowledged and delivered to said Platter on or before the first day March next.

3^d We do further award adjudge & determine that on or before the said first day of March said defendants pay to complainant the said sum of two hundred and sixty dollars & twenty three cents and interest from this date so found due to said Platter for payment made on said contract over and above the amount due thereon and which the defendants are to said complainant and we

67 further adjudge and determine that the said Platter is not indebted to said defendants or either of them in any sum whatever, by reason of any matters contained in the pleadings in said Cause

4th. We do further adjudge order award & determine that said notes which were dated January eleventh one thousand eight hundred & forty two one for the sum of four hundred and seventy seven $\frac{90}{100}$ dollars executed by Jacob Platter and which we herewith return and which are fully paid as aforesaid be delivered up to be cancelled. We do further award determine and adjudge that said Defendants pay the costs of this suit and the costs of the referees—

In testimony whereof we two of said referees have hereto set our hands & seals this ninth day of February AD 1849

Eli Bailey 
James Adams 

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Exhibit
C.

Jacob Platter
vs
James M. Wiley &
John F. Wiley } In Chancery
Reover Co. 1849.

And the said ~~Atty~~
Depts by their attorneys Peters &
Troweton except to said award and
object to the rendition of any judgment, order
or decree thereon, - to carry the same into
effect. and move that the same may
be set aside &c. - for the reasons
following to wit.

1st The award is signed & made by two
of the said arbitrators without any cause
being sufficiently shown for the other
arbitrator to wit Nathaniel Chamberlain
not joining therein. nor does it appear
that he had an opportunity of -
acting in the making said award or of
participating therein -

2^d It appears by said award & the
recitals therein that the two arbitrators who
joined in & made the same wholly mistook
the nature of the pleadings & the facts
stated, admitted confessed and denied by
the pleadings - that they acted without
regard to the issues formed, disregarding
some of the facts put in issue & assuming

facts to be admitted by the answers which are not so admitted.

3— That said award directs that a sum of money be paid by the said Wiley. the Defts. to the complainant when there is no foundation laid in the Bill & pleadings for any such claim or for that part of said award— The award Does not find that the money said to be over paid by Platter was received by both or by which of said Defts.

4th There was no agreement or assent to the fact on the part of the Defts or the said the said time before said arbitrators that John J. Wiley had conveyed a tract of land to said Platter since the commencement of this suit as is stated in said award—

5th— Said award is irregular and improperly made in this behalf— that it undertakes to and does award as to matters which were as the Defts & which could not be disposed of. Considered or determined in a joint action against both— that the title to said land was in the Defts severally & not jointly so that relief cannot be had in this action—

6th The said referees have awarded money to be paid by said defendants to said Platter when by the proofs & exhibits before them a large amount of money was due to & owing on certain receipts, notes & accounts from said Platter to said Wileys jointly & severally. and this too after the said arbitrators had - - - - - that that the testimony of said indebtedness was fairly ~~admitted~~ admissible before them or that the same had been admitted without objection by the Complainant.

7th That said arbitrators have awarded that the Deft Convey to said Platter the following tract of land

When it appeared on the said trial that the said tract of land had been conveyed to Brooks before the commencement of this suit & was still the owner thereof. though said Brooks was not made a party to this suit - & had no opportunity of defending his rights -

8th The said award directs money to be paid and deeds ~~made~~ of Conveyance of land to be made & Executed before

~~The time of court~~ Time of returning
the award into court & before any
claim of this court he had thereon -

9th One of said Arbitrators to wit
said Bailey during said trial had frequent
interviews with Charles Freeman who was
interested in the result of the suit & received
statements & was influenced by said
Freeman -

10 Said Arbitrators awarded on matters
not submitted to them & neglected to
award matters which were submitted to them

Peters & Tennocton -

Atty for Wiley

Exhibit To the Hon William Kellogg Judge of
the 10th Circuit in State of Illinois -
G.

James Platter complainant
Respectfully represents that on the 23^d day of
September A.D. 1845 - he exhibited and filed
in the Circuit Court of Boone County Illinois
his Bill of Complaint against James
M Wiley & John F Wiley & therein stated &
alleged among other things that on the 16th
day of January A.D. 1842, he purchased from
said James M Wiley a certain tract of

Land described as follows to wit Commencing
 at the South west corner of the South East
 quarter of Section No fourteen (14) in
 Township No - ten. (10) North of the Base
 line of Range No five (5) east the fourth
 principal meridian - Running thence North
 to the Rochester Road. thence to the right along
 the said road a sufficient distance to make
 fifty acres more or less - by a due East course
 to the East line of the west half of said quarter,
 thence South to the South line of said quarter,
 thence west to the point ~~west~~ first mentioned
 also the North West quarter of the North
 West quarter of Section No Ten (10) in Township
 No nine North in Range No (6) east of the
 fourth principal meridian and also a certain
 tract or parcel of land situate in the North West
 Quarter of section No fourteen (14) in Township
 No ten (10) North of the Base line of five (5)
 East of said meridian bounded as follows
 Commencing at the South East corner of
 the South Quarter of section No
 fourteen (14) in said Township East men
 thence & running west to the center of the
 stream thence up the stream to general course
 forty five rods thence North a sufficient dis
 tance to make eleven acres by a due east
 course to the East line of said Quarter thence

south to the first point mentioned as last above for this the Trust. —

And Complainant further states that said John F & James Wiley were duly summoned to answer said Bill, and appeared and answered the same. And that such proceedings were had & taken — That afterwards & at the May term A.D. 1848.

Of said Court the said Cause was by agreement of the parties to said Bill to the award. and reference of Eli Bailey & James Adams & James L. Riggs and at the October term A.D. 1848 of said Court Nathaniel Chamberlain was substituted as one of the said referees in place of said Riggs — And Complainant further states that said referees took upon themselves the

of said arbitration or reference and on or about the 9th day February A.D. 1849, said referees so fully appointed as aforesaid began commenced the matters in said bill contained. And the proofs and actions of said Parties to of them to wit: Said Bailey & Adams made an award of & concerning the matters afore said and among other things found and awarded that since the commencement of said suit the said John F. Wiley having the title thereto conveyed to said Com-

plaintiff by deed the said North West
 quarter of the North West quarter of said
 section No nine (9) and that said Com-
 plainant had fully paid said John F &
 James M Wiley for said several tracts of
 land — in said original bill and of
 one hundred and ninety five dollars and
 Twenty one cents over and above and that
 such payments were made on or before the 9th
 day of May 1843 — And said Com-
 plainant refers to said original bill and
 all other proceedings therein and said record
 on file in said Cause and the
 same a part hereof

Complainant further states that it is in &
 by said original bill further alleged that
 the Complainant made executed to said
 defendants his two notes and John & Wiley
 & the other to James M Wiley for the payment
 of the purchase money for said land & which
 notes were fully paid in —
 stated in said ~~original bill~~ original
 bill — and complainant prayed
 therein for a conveyance according to
 the and conditions of
 said several ~~tracts of~~ tracts of land —
 Complainant further States that he
 constructed for said lands in the year

1842, as alleged in said Original bill and that now one Cyrus Brooks claims to have purchased from said James M. Wiley in the year 1848 the said part of the South East Quarter of section fourteen (14) in Township No (10) Ten N. R. 8 east and eleven acres on East half of South West quarter of same section as above described and that he not by said proceedings.

Complainant further states that he was at the trial. Said Brooks pretends to ~~know~~ have purchased said premises. he the said complainant was the equitable owner of said premises, and that said Brooks at the time of his pretended purchase had no notice in fact that said Complainant had contracted for the same in manner alleged in said ^{original} bill. and that said Brooks was a witness and examined before said referees & that then & there stated that he did know that said Complainant had contracted for said premises so purchased by him as above said and further said Brooks has been fully advised of said proceeding from the first commencement of said suit.

Complainant further states that said Brooks did not as Complainant ^{truly} ~~truly~~ believes purchas said premises until after

said bill was filed as stated and that said purchase if made was not bona fide & was fraudulent so far as Complainant

Concerned he having purchased with notice as aforesaid

Complainant therefore prays that said James M Wiley John J. Wiley and said Cyrus Brooks may be made defendants hereto and compelled to answer the matters, but not on oath the

oaths of said defendants being hereby
pursuant to the statutes in such case made & provided and that they be made defendants hereto and duly summoned according to law & that the said pretended sale & conveyance by said James M Wiley to said Brooks be set aside and that

said be conveyed to Complainant and that upon the hearing of said cause that said Court make an order or decree as shall compel the said defendants to convey said land to Complainant.

said deed stated and for such other or further relief as ^{to} the Court shall seem. & proper

and as in duty bound your Orators will ever pray &c.

He O Merriman

Joseph Platter

for Complainant

vs
James M Wiley John J. Wiley
Cyrus Brooks

Jacob Platter

77 vs

John F. & James M. Wiley &

Cyrus Brooks

Peoria Circuit Court
In Chancery.

Exhibit
D.

This joint answer of John F. & James M. Wiley to the bill and amended bill of Complainant exhibited against them & Cyrus Brooks.

These respondents saving and reserving &c. for further answer to said Original and amended bill, say, that heretofore by an Agreement by and between said Platter & these respondents & an order of this Court in conformity thereto this Cause was referred to the arbitration award and determination of three persons to settle & determine the rights of the parties; that afterwards said arbitrators heard the said parties And two of said Arbitrators made their award on the

Said Agreement, order of Court & Award, now on file in this Cause are referred to & made a part hereof with all the papers, documents, Exhibits, Orders, & records of the Court in said Cause, And these respondents further say, that in truth and in fact at the time of this trial, and hearing before said referees, there was a large amount due on said notes given for said purchase. One of said notes was given

by said Platter to said James M. Wiley for \$418, dated January 11, 1842, on which the following payments were Endorsed to wit

May 9, 1843	\$37.00
Feb 14. for store	25.00
Feb. 4	40.00
May 4, 1843	34.18
Oct 5 th , 1842	40.25
	<u>\$196.43</u>

The other of said notes ~~was~~ given for said purchase money, was dated on the same 11th day of January 1842, & there were Endorsed thereon the sums at the dates following, to wit,

Dec 5, 1842	\$29.25
May 4, 1843	<u>11.04</u>
	\$50.29

that there were no other payments or Endorsements made upon said notes, and no other credits to which the said Platter was Entitled thereon - but on the other hand the said Platter was largely indebted to these respondents on other notes which respondents held against him, and for moneys which they had advanced and paid for him, at his request - a memorandum of or schedule of which is attached hereto

And made part hereof and marked C.
 And respondents positively aver that no
 payment whatsoever was made to them
 or either of them by the said Platter
 after the time of the stated endorsements
 upon said notes - to-wit, on May 4th 1843
 but at the time of the said trial, Respondents
 had no means or evidence by which they could prove
 and show conclusively and to the satisfaction of
 the said two referees who made the said award
 this state of facts, though they then intro-
 duced all the proofs in their power and
 all of which they then knew the existence of
 and were guilty of no fault or in
 not more distinctly and fully proving the same
 And these respondents further shew that at
 the August Term of the Circuit Court
 A.D. 1849, holden in and for the County
 of Peoria, a trial came on between the People
 of Illinois and these respondents, on an
 indictment preferred against them by the
 Grand Jury of said County and on the
 said trial it became and was to
 the issue to inquire into and produce
 proof relative to the said notes and
 the transactions and dealings between
 these respondents and the said Platter rel-
 ative to the said notes; And the said Platter

being Called as a witness in behalf of Said
 People was then & there sworn as a witness &
 then & there in giving in his testimony in said
 Cause, he amongst other things stated deposed
 testified & swore in substance & to the Effect
 following-to-wit- that on the fourth day
 of March 1843, he made a settlement of
 all matter between and the said Wileys respect-
 ively & that the amounts then due him
 the said Platter to-wit the said two
 Endorsements of that date, to-wit: One of \$34.18
 and the other of \$11.04, as the sums then
 found due him; that the balance thus found
 due were then Endorsed on said notes; that
 all dealings & transactions between him and
 the said respondents except said notes
 were settled. And the Endorsements made
 as aforesaid; And that from the said fourth
 day of May thereforward up to the time
 when he was so testifying, he had no
 dealings or transactions of any kind what-
 soever, with the said Wileys, these respondents
 or either of them; that since the said
 fourth day of May he the said Platter
 had not paid to these respondents or
 either of them any money or property or
 made any payments of any kind or
 nature whatsoever to respondents or

either of them upon said notes or either of them
 directly or indirectly; that there had been no
 dealings after the said 4th of May between him
 the said Platter and these respondents by which
 any indebtedness or claim in his favor against
 said respondents, had arisen, or anything by
 which a farther credit should have been
 given on said notes or either of them and
 respondents say that they and their Counsel
 Seeing the importance of the foregoing
 statements of said Platter, interrogated
 him very fully when he was upon the stand
 testifying as aforesaid, and to questions
 repeatedly propounded to him by the Counsel
 of respondents said Platter repeatedly stated
 in substance as is above stated, and
 again & again he reiterated the same state-
 ments before the Court & Jury on the trial
 aforesaid - Respondents further answer-
 ing say that at the term of said Court
 A.D. 1853 another trial was had in said
 Court on another indictment against
 these respondents and the said Platter
 was again called, sworn & testified as
 a witness in behalf of the People and
 then & there upon his oath again
 testified and stated substantially
 as he had done at the trial aforesaid

as above herein stated & set forth; and these respondents say that it is a fact that there were no other or further dealings & transactions after the said fourth day of May 1843, between these respondents & the said Platter, by which the said Platter became or was entitled to any credit upon said notes or either of them, or by which any payment was made thereon, or any part of them or either of them discharged; And respondents also say that they can now prove, as they verily believe by a large number of witnesses among whom are Elisha N. Powell Halsey O. Merryman, Nathaniel Chamberlin Eli Bailey and divers other Competent and Veritable witnesses the statements and declarations of the said Platter made & sworn to as aforesaid - And that the statements and declarations of the said Platter so made & sworn to as aforesaid are wholly Contradictory to the finding of the said referees in their aforesaid Award And Conclusively show that instead of the respondents being indebted to said Platter on the 4th day of May 1843 in a large sum of money as found by

Said Referees; and instead of the said Platter having paid these respondents the full consideration of said land on said 9th day of May, 1843 or at any other time, he the said ^{Platter} had had allowed to him by these respondents on the said 4th day of May, all the credits to which he was entitled, upon said notes - and that no payments, dealings or transactions were made or had between said Platter & respondents thereafter, so there was in truth & fact, at the time of the making of the said award, due upon the said notes as follows to-wit

Of the principal of the note to James M. Wiley	\$221.51
Interest on the same note	242.93
Of principal on note to John A. Wiley	127.61
Of interest on the same note	126.47
	\$718.62.

Showing that there was due at the time the award was made ^{\$718.62} upon the said notes - So that according to the sworn statement of the said Platter made as aforesaid he the said Platter was not entitled to a Conveyance of the lands aforesaid even until he should have paid to these respondents the further sum of \$718.68, much less to an award & decree

that these respondents should pay him a large sum of money besides Conveying said lands as directed & awarded by the determination of said referees as aforesaid.

And these respondents further Show that the statements & declarations of the said Platter so made & sworn to as herein alleged & set forth have been made wholly since the said hearing & trial before said referees, and they then knew not and they ^{now} know not of any other evidence of a similar character existing before the time of making these hereinbefore shown. And they can now prove said statements & declarations as an independent fact, and a fact, too, which these respondents conceive and charge to be conclusive ~~between~~ upon the rights of the said parties and which will & ought to stop the said Platter from all claim to a Conveyance of said land, or any part thereof. And to a recovery of any sum of money whatever from these respondents.

And these respondents further Answering say: that the said two referees made a report of their said Award

into this Court; And these Respondent have moved the Court to set aside and vacate the same; And the said Platter has moved the Court for a judgment or decree upon said award and that the same may be approved, Confirmed and Carried into Effect; that the said Suit, Motion & Application are still pending in said Court.

And these respondents further Answering say that at the time of said Award there was no allowance made for the forty acres of land conveyed by said Wiley to said Platter - that said forty acres was conveyed as is stated in the answer of the said Brooks herein - And respondents say that there has been no dealings or transactions between or either of them and said Platter since the fourth day of May 1843; the said note of \$5. and the Endorsement of May 3. 1843. were made as stated in said Brooks' answer - And respondents further say that when said Brooks purchased said tracts of land of respondents or one of them the respondent James M. had forfeited all right and claim whatsoever

thereto, and no title or claim legal or equitable in & to the same, and the said James M. so informed the said Brooks at the time of the purchase by him thereof, and exhibited to him the said two notes for \$418 and \$77. And also informed him of the settlements made of all matters between said Wiley & Platter on ~~the~~ May 4th 1843. And they also informed the said Brooks that the said Platter had no offsets, and had made no payment beyond those endorsed upon said notes, and that the residue and interest remained wholly due & unpaid, and that they should insist upon the forfeiture of all claims to said lands by said Platter, on account of his non-performance as aforesaid.

And these respondents aver that before the sale of said Brooks the said Platter had become unable to pay said notes, and had wholly abandoned and given up all right, title and interest & claim to said land or conveyance thereof - And respondents say that this claim even now is not prosecuted for and by said Platter, only & for one Charles

H. Freeman, who is aiding & assisting for his own gain, to get up & carry on this suit, & to vex and harass these respondents.

These respondents say that while they insist that Everything was adjusted and settled on the 4th of May, 1843, as above alleged, Except for the balances due for the land upon said notes, & and other notes given for balances found due from other transactions, which other notes are more fully and stated in the answer of said Brooks, & that no transactions between them and ~~and~~ said Platter prior to that date should be taken into the account in this suit.

Yet they say that if the whole of the transactions before said 4th of May, are considered, it will be found that the said Platter is largely indebted to them. But then respondents to the answer of the said Brooks and adopt his statements therein as part of their answer to save repetition herein. These respondents also say that there is other indebtedness of the said Platter

to them, not mentioned in said Brooks Answer, & which they will insist upon if an account of all transactions or any part thereof, before May 1st 1843, shall be taken.

Respondents say that the said original and Supplemental bill is wholly insufficient to authorize the relief prayed for therein, or any relief by the order and decree of this Court, and pray that this true answer may be taken as a demurrer to said original and Supplemental bill.

These Respondents will show to the Court at the hearing, all notes documents, records & proceedings herein referred to,

And having fully answered said Complainants bill & Supplemental bill they pray hereto to be discharged with their Costs herein Expended

Peters & Knowlton
Solicitors of John F. & James M. Wiley

89 Jacob Platter
vs
James M. Wiley &
John S. Wiley &
Cyrus Brooks

In Chancery
Peoria Circuit Court
August term ~~1857~~ 1857.

Exhibits
(H) Continued The several answers of Cyrus Brooks, the bill & supplemental bill of Complaint of Jacob Platter exhibited against him and James M. and John S. Wiley.

This respondent saving & reserving all & all manner of exception to the many errors & imperfections & insufficiencies of said Bill & Supplemental Bill for Answer thereto or so much thereof as he is advised it is necessary to answer answering says that he has been informed & supposed it to be true that the said James M. Wiley did make execute & deliver to Complainant a bond or agreement for the conveyance to Complainant of a tract of land first described in said bill, to wit - Commencing at the South west corner of the South East quarter of Section 10 fourteen in T. 10 N. Range five E. 4th P. M. thence north to Rochester road thence to the right along said

road sufficient distance to make fifty acres. By a due East Course to the East line of West half of said Quarter Sec. 1 as stated in said Bill and this respondent supposes that Exhibit A. which is made part of Complainant's original Bill is a correct Copy of the said Contract or Bond, though this respondent does not know as he ever saw & read the said Bond and is mostly if not wholly advised of the contents thereof from hearsay and from reference to said Copy. This respondent further answering says that he is informed by said Complainant's original Bill that the said James M. & John S. Wiley on the 11th day of January 1842 made and Executed another Bond or agreement, to Complainant to convey to him two other tracts of land to wit: the North West Quarter of Section No 9 in T. 10 N. of Range 6 E. 4th P. M. Containing forty acres, also a part of the S. W. qr. of Sec. 14. in T. 10. N. Range 5. E. of same Meridian as described in said Original Bill, for the sum of

four hundred & fifty dollars, payable on or before June 20, 1842, with interest at 12 per cent and believes Exhibit B. in original Bice is a Copy of the Bond executed for said land; that this respondent further answering says, that he admits that the said Complainant at the same time on the same day executed & delivered to said John L. & James M. Wiley notes Copies of which the respondent will annex hereto and make part of this Answer marked (A.) and Respondent is informed and believes that said notes were given for a good & valid Consideration and were and are valid notes. This Respondent further Answering says that he has no Knowledge that said Platter expected money from Ohio to pay said notes, But this respondent from what he is and has been informed and believes does not think that the said Platter did expect to receive money from Ohio, nor does he believe that said Platter ever did receive any money from Ohio with which to pay said notes; respondent has

no personal of any Bill of Sale being made by said Flatter to said Wileys, but he has understood that some such instrument was made. But for what Consideration, under what Circumstances, understanding, or Agreement between the said parties this respondent has no personal Knowledge, and cannot further Answer the allegations of said Original Bill in relation thereto.

And this respondent has no personal Knowledge of the Making & Executing and delivering a Condition of defeasance ~~to~~ to said deed or Bill of Sale to said Flatter by said Wileys.

Respondent further answering says that he has no Knowledge of any agreement, between said Flatter and said Wileys on the 20th day of June 1842, or at any other time, that the time for the payment of said notes was to be ¹⁸⁴² extended to the first day of March, 1853, or to any other time. Nor does respondent know anything of any Endorsement made by John L. Wiley upon said Bond, And he calls for the proof of the allegations

in said original Bill; that the only Consideration of said Bill of Sale and said exhibit (C) was the indebtedness in said Bill of Complainant before stated Respondent is informed & believes that said Complainant did not relinquish all his interest, in the cattle named in said bill of sale in consequence of a wish on the part of said Wileys to dispose of the same, merely but because of an agreement as to part thereof, that they should be taken in part payment of other indebtedness from said Platter to them:

And Respondent says that he is informed and believes that the said Platter himself received and disposed of a large part of said Cattle or at least that the said Wileys did not receive them; and Respondent avers that he is informed and believes and therefore Charges it to be true, that the facts in relation to said property mentioned in said Bill of Sale are as follows to wit that the most of the property went into the hands of the Platter, & that he used and disposed of

the same and that he received most if not all the benefits and advantages thereof; and that there is no part thereof that went to the benefit of said Wileys or either of them; or if there was that the same were long since fully settled, and accounted for by said Wileys or said Platter.

Respondent further says that he has no knowledge or information that on or about September 6th 1843 or at any other time said Complainant made a further agreement with said defendant Wileys, to extend the time of redemption of the balance of said property conveyed by said Bill of Sale as is alleged in said bill; But if said agreement of extension was in fact made he denies that the consideration of such extension was the relinquishment of said Platter's right to the Cattle mentioned in said Bill of Sale, as is alleged in said Bill. Respondent also denies that said Wileys, or either

of them, in any way or manner waived the forfeiture or benefit or condition of the said Bonds, but as this respondent is informed and believes the said Wiley did claim and insist that the said Platter had forfeited all right under by virtue of said Bonds by reason of his non-compliance and non-fulfillment of the terms & conditions of said Bonds, Respondent also

denies that said Platter redeemed the Oats & Corn mentioned in said Bill of sale by paying the price fixed thereon, as is alleged in said Bill of Complaint. Nor did the said Wiley have the balance of said property, and become the Owners thereof in the manner and for the consideration mentioned in said Bill of Complaint as will more fully appear by the statements and allegations hereinafter contained

As to the allegations in said Original Bill that said Wiley induced said Platter, in 1842 to give up to this respondent, certain lands which he Platter, had hired of said

Wileys, and agreed to allow complainants therefor on said notes \$20. This respondent says that he knows nothing of such arrangement and agreement, and denies the same.

This respondent says that he has no knowledge or information of any such indebtedness of the said Wileys as is alleged in said Bill except that the credits on said notes will show for themselves and he does not doubt but they are correctly entered. As to the item of hewed lumber, \$20,000, respondent says, he is informed and believes, that there was the frame of a house standing upon one of the tracts of land aforesaid to-wit: the tract afterwards conveyed & by this respondent; that the said frame was thrown down by the wind, or otherwise; that one of said Wileys agreed with said Platter to allow him the same amount of round unhewn timber in lieu thereof, in case the said Platter should pay for the said land according to the terms & conditions

of said Bond; and become thereby Entitled to and receive his deed therefor. As to the two items for the board & care of John F. Wiley amounting to \$100, respondent denies that he has anything to do with the controversy, or the subject matter of this suit, as between the said Platter and the two Wileys, or this respondent but it is a mere matter of private account between said John F. & said Platter. But this respondent in fact says that one Bethsheba, now Allen, took the care & furnished the attendance to the said John F. and the indebtedness was to her, or if the claim for such care and sickness was partly to Bethsheba & partly to said Jacob Platter, the whole was long since and long before the commencement of this suit fully settled; so that nothing remains due said Platter therefor; and that the said John F. hath long since, and before the commencement of this suit fully paid and satisfied her therefor; And Respondent denies that there was ever any agreement whatsoever that the said items should be allowed upon said notes

Or if any such agreement was made that this Respondent had any knowledge thereof. Copies of said notes are filed herewith; the endorsement therein marked (A.a) before referred to. Respondent further states that at the time of the Commencement of this Suit; and long before the said Wiley as this Respondent is informed & believes, could have made a good & perfect title to said tract of land if the said Platter had complied with the terms & conditions of said bond, so as to have become entitled to conveyances thereof; and were ready and willing to have done so, on compliance on his part, this Respondent says that neither the said Platter nor any one for him, has ever called upon, notified or requested the said Respondent to make a conveyance of said lot of land, or either of them, or any part thereof; Respondent further says that said Platter ~~was~~ never called upon the said Wiley or upon this Respondent to state an account of the dealings, and transactions be-

tween Platter & Wileys. But this Respondent will state before the Conclusion of this answer, what the true Condition of the account and transactions between them is. So far as he knows, believes, or is informed. This Respondent further answering and answering to Complainants Supplemental bill says that he admits that Complainant filed an original Bill, as he has alleged in his Supplemental bill; and that an arbitration and reference was had of said suit and that an award was made there in; and returned into Court, that this Respondent was not made a party originally to said suit and it is also true that this Respondent denies that he is in any way bound by any of the proceedings had in this cause before the filing of said Complainants Supplemental Bill herein; This Respondent further answering says that on the first day of June 1846 the said John L. Wiley by his own

warrantee deed of that date Conveyed
 to this respondent one of said Tracts
 of Land, the N. W. qr of the N. W.
 qr of Sec. 9 in Town ten N. 6 E. 4th
 P. M. for the Consideration of \$200.
 which deed on the 8th day of Septem-
 ber 1846 was duly filed for record
 in the Recorder's Office of said County
 a Copy of which deed or the original
 with the Certificate of the record there-
 of will be shown to the Court at the
 hearing herein, but this Respondent
 says that he contracted with the said
 James M. Wiley for said tract of land
 long before the making of said deed
 and before the Commencement of
 this suit, to-wit before September
 23. 1843. This respondent contracted
 with the said James M. for the
 purchase of said tract of land
 and the said Wiley agreed with
 this respondent to convey said
 land to him for the sum of
 two hundred dollars and to
 make the conveyance when he
 said James M. should obtain
 a title from Richard S. Bar-
 rett in whom the title then

was and with whom the said James M. had contracted for the purchase thereof. Respondent fully paid the said James M. the agreed consideration (\$200) and took from him the deed as aforesaid in pursuance and fulfillment of said contract of purchase, this respondent admits that he had heard and understood that the said Platter had made a contract with the said James M. for the purchase of said tract of land, and that said James M. had given him a bond or some writing for the conveyance thereof, but this Respondent before making the said contract and before making the payment of said agreed consideration, made diligent inquiry whether the said Platter had any legal or equitable rights in and to said land. the said Platter had before that removed from the land and out of the neighborhood entirely abandoning the possession thereof. Respondent applied to,

the said Wiley to learn and know whether the said Platter had any right title or interest legal or equitable in and to said land and especially Enquired and Endeavored to ascertain what the Condition and State of the accounts and dealings and especially of the accounts and dealings relative to and Connected with the tract of land so conveyed to this Respondent as aforesaid and upon such inquiry and investigation and after the most Careful inquiry too, this Respondent became satisfied that the said Platter had forfeited all right & title to said land and forfeited all claims there to And he was so assured by the positive declarations of both of the said Wileys and of others residing in the immediate neighborhood of the land the result of his inquiries, (and he charges the facts to be) was there remained a large indebtedness from the said Platter to the said Wileys on the said land Contract & for which the notes aforesaid were given to.

to secure a part. And this respondent, states that at the time of the said purchase or Contract of purchase by this respondent as aforesaid, there was due and Owing upon the said two notes as follows to wit:

On note James M. Wiley part of the principal amounting to \$211.07
Interest then due on the same about \$20.
Of the principal on the note to John
S. Wiley, there remained due the sum of 127.61
There was then due as interest on said note 110.00
Showing that there was due upon said notes \$669.18

There was then also due to said
Wiley, growing out of the transactions
of said real & personal Estate the
following Claims and demands
to wit: A note of Said Platter
to James M. Wiley dated May 3rd
1843. besides interest 5.00
Note of same to John S. Wiley, dated May 4th 1843-42.00
with 12 per cent interest, interest being about 10.00
Note of same to James M. Wiley date May 4th 1843. 100.00
Interest on thereon at 12 per cent ^{about} ~~interest~~ 24.00

The above mentioned note of five
dollars. dated May 3rd 1843 was
given on account of and upon

the transactions and dealings between
the said Wiley & Platter on the
day previous, and should have
borne date of that day 4th of May

And the respondent further
answering says that at the time
of making the purchase afore-
said this respondent was in-
formed by the said James M.
Wiley that a settlement had
been had between said Wiley
and Platter on May 4th 1842,

and that there remained due upon the two notes first above mentioned. To wit notes for \$418. & \$177.70 respectively. That part of the principal above mentioned and all the interest - That Platter had no further right in & to said lands. That on the fourth day of May 1843 there had been a settlement and the said Platter had given ~~up~~ receipts to the said Wileys. respectively which were then exhibited to this respondent. & which are in the words & figures following to wit.

" Brimfield May 4th 1843

" Recd of John & Wiley fifty dolls in full of all accounts. errors excepted =

(Signed) Jacob Platter

" Brimfield May 4. 1853.

" Recd of James M Wiley fifty dolls in full of all accounts. errors excepted

(Signed) Jacob Platter.

And this respondent charges the same to be true & that the said Platter had forfeited all claim right title & interest in and to said lands both Legal & Equitable. And respondent further states that he had no knowledge or information whatsoever that the said

Wiley had at any time extended the time to the said Platter for the payment of said land. nor had he any information knowledge or suspicion that such was the fact & he further asserts that if such were the fact as alleged in said Complainant's bill the said Platter had wholly failed to comply with the terms of the contract & conditions of said lands as these allegations thus alleged to have been waived & extended so that if it were true that there had been such extension there was a forfeiture of all right acquired thereby.

This respondent says that though there is an endorsement on the said note for \$418. under date of May 9th 1843 yet there was no transaction on that day between the said Parties, but this respondent is informed and does believe Charges the same to be true that after the settlement & transaction the said 4th of May some mistake or omission was discovered by reason wherefore the said Platter was entitled to a further credit of \$57. and the same was accordingly endorsed upon the said note on the said 9th of May.

While this respondent insists that no accounting should be made by said Wileys that shall in any way affect the right of this respondent, and while he also insists that by the settlement of May 4th 1843 all matters but the said two notes of \$418. & \$177.90. and other notes given on that day were fully adjusted & that there was a complete forfeiture of all of said Platters rights committed & claimed & insisted upon & rightfully claimed & insisted upon by the said Wileys. But this respondent further says if that settlement & adjustment were again opened and investigated the non-performance & non-fulfilment by said Platter & forfeiture of all claim to any right or interest in said land will not less clearly appear & that this respondent cannot ascertain & state perhaps all of the items & transaction between these parties - but he sets them down substantially as follows to wit:

Soon after said Platter came to Brimfield in the fall of 1841. he loaned to said James M Wileys the sum of five hundred dollars for which the said James M gave his note on demand to

to said Platter. In January the next following the said Platter purchased or contracted to purchase of the said Wiley jointly or severally the three tracts of land mentioned in original bill for the agreed consideration or aggregate sum or price of \$700. and also personal property to the amount of, or about ~~\$395.70~~ \$395.90 consisting of Cattle upon the farm hog farming utensils & implements Crops grown & standing upon the farm household stuff &c = . And upon the adjustment of these sales the said James M took up his note for \$500. aforesaid which left a balance due the Wiley from said Platter on those transactions of five hundred and ninety five & ninety five cents and for this sum said two notes to wit -

one for	418.
& the other for	<u>177.90</u>
amounting to	595.90

were given. and these notes were then considered and agreed upon by the parties to be in security for the balance of the price of the land so far as that the said Wiley could make a conveyance thereof according to the requirements of said bonds, upon the payment of said

notes & interest.

At or about the same time said Wileys or one of them rented a farm near Brimfield to said Platter for a term of years at a yearly rent of \$200. rents to commence in March 1842. afterwards on the fourth of May 1843. and at the time of the settlement of other transactions on that day it was agreed the said lease & the term therein should be terminated. And it was terminated accordingly by, with the of the cash rent therefor. And a balance was then found due for said cash rent. of \$142.10 for which two notes of \$100. & 42.10 were given. Though this respondent may be mistaken as to the time when the agreement to terminate said lease & cash rent was made yet he is certain that the said two notes of \$100. & \$42.10 were given on the said 4th of May for said cash rent. - It is not improbable that said lease & cash rent were terminated on the 20th of March 1843 as a new lease was given of said land on that day by said Wileys to said Platter, but the adjustment of said cash rent was not made till said 4th of May.

all the and papers
referred to in this answer will be shown
to the Court at the hearing.

Respondent further says that on the
11th day of January 1842, the said
John P. Wiley conveyed to said Platter
one of the said tracts of land to wit—
The North West quarter of the North
West quarter of section nine in Township
Ten North of Range Six East of the 4th
principal meridian containing 40 acres
for the consideration of — — — —
dollars — — — —

by good & sufficient deed which has
been duly recorded in the recorder's office
of said County in Book — — p.

& was recorded February 11th 1847, a copy
of which will be to the Court shown at
the hearing herein. The value of the
land thus conveyed was \$ 200.

and constituted \$ part
of the \$ 700. aggregate consideration of the
said three tracts of land — and this respondent
understands and so charges that this was also ar-
ranged and accounted for in the adjustment be-
tween the said Wileys & Platter.

And respondent further answering says that the said Wiley paid for the use & at the request of said Platter divers sums of money which should be considered in case of going behind said settlements & opening the accounts, and by which it will appear that large sums are & were due from him to them at the time of the said arbitration upon the plan of opening the accounts & taking in the result of the settlement that account would extend nearly as follows to wit

Due from Platter to Wiley to wit	
One note of \$418. to J M Wiley deducting endorsements	458.30
One note to J F Wiley of \$177.90 endorsements out	234.18
one the note of \$100 to J M Wiley including interest	166.30
Carried forward.	729.18

Amount but over	729.18
note to John F Wiley of \$42.10 & interest	70.61
" to do of \$5 & interest	8.30
14 acres standing corn	75.00
100 bushels oats & 300 bushels corn at 12 cts per bush	87.50
Two Receipts of \$50 each to J M & John F Wiley respectively	100.00

Amount of the 40 acres land conveyed
by John F Wiley to Platter

200.00

Amount of money paid by Wiley to
Oakley Constable on Execution against

Platter \$ 21.08 Inst 3, 71.00 per Oakley's acct 24.79

Amount paid by Wiley on another
execution to Carter Constable as by
his recd - \$ 18.50 Inst 3 97 —

22.47

1317.85

This respondent is informed and
believes & he therefore charges it to be true
that there was in fact a considerable balance
due to said Wileys & each of them growing
out of other transactions between them; but he
is unable now to state the amount or items
thereof. but will insist if an account is to
be taken that a full account of all items & trans-
actions shall be taken =

Respondent further shows that the
said Platter upon the opening of the whole
of said accounts and transactions would
be found largely indebted to said Wileys
and that the main item against said
Wiley or either of them would be the \$500
loaned as aforesaid

This respondent further
denies that he stated & swore as stated
in said supplemental bill at the said

arbitration, or if he made any such statement it was accompanied with a statement of other facts, fully & clearly showing that this respondent was an innocent bonafide purchaser. — And this respondent further shows that the said Platter at the time of the sale to this respondent had wholly abandoned all claim to said land & had determined not to pay the residue of the purchase money thereon; —

This respondent refers to the answer of the said Wiley filed to the supplemental & original bill herein for such facts as are thereon stated which are herein & adapts the same as part of his own answer to save repetition thereof herein —

And respondent says that said original bill & also the said supplemental are wholly insufficient to authorize or require the relief or any relief prayed for in such original & supplemental bills. And prays that this his answer may be considered and taken as a

..... to said bill & supplemental bill

And this respondent having fully answered prays herein to be discharged

40 —

Cyrus Brooks

Cyrus S. Peters & Blakeoley
& Knowlton —

Charleston Peoria County Illinois January
11th 1842.

On or before the Twentieth day of June one
thousand eight hundred and forty two I
promise to pay James M Wiley or order
four hundred & eighteen dollars
with twelve percent interest from date
(if not paid when due) for value received
Jacob Platter.

endorsed on this note as follows

Recd on the within fifty seven dollars May 9th 1843
1844. " Feb 14th Recd on the within twenty five dollars
worth stone to be delivered when called for
1842. Feb 4. Recd on the within forty dollars
May 4/43 Recd on the within thirty four dollars &
twenty five cents
Dec 5th 1842 Recd on the within forty dollars
& twenty five cents

2^d Note =) Charleston Peoria County Illinois
January 11. 1842.

On or before the twentieth day of June one
thousand & eight hundred & forty two I
promise to pay John F Wiley or order one
hundred & seventy seven dollars & ninety
cents with 12 per ct. interest from date
if not paid when due for value received
Jacob Platter

on this note are the following endorsements
To wit

Dec 5th 1842. Recd on the within thirty nine dollars
& twenty five cents.

Recd on the within eleven dollars & four cents
May 4th 1843. —

Copied) Brimfield Peoria County May 4th 1843

On demand I promise to pay James M. Wiley or
order the sum of one hundred dollars with
twelve per cent interest per annum for
value received. Jacob Platter

Brimfield Peoria County May 4th 1843.

On Demand I promise to pay John L. Wiley
or order the sum of forty two dollars &
ten cents. with twelve per cent
annum from — for value received
Jacob Platter

Brimfield May 5. 1843 —

For value received I promise to pay James
M. Wiley or Bearer five dollars on demand
with interest at the rate of 12 percent per annum
Jacob Platter

\$5.00.

Platter vs Wiley et al

Marshall County Circuit Court
October 1853.

And the said defendants Wiley come
by leave of the Court first had and obtained
assign the following addition reason for
setting aside the award of arbitrators in
this cause To wit, That the said Platter
since the making of the said award & filing the
same in the Circuit Court of Peoria County
has been stated under oath on two trials in
the Peoria Circuit Court wherein the People of the
State of Illinois were plaintiffs & the said
Wiley were defendants that the two notes
referred to in said award dated in January
1842. had not been paid, that the same were
yet due & unpaid that he had no dealings
with said Wiley after the time of certain
endorsements upon said notes; & no payments
on or discharge of said notes had been subse-
quently made. - Thus showing - these de-
fendants will insist that the said award
was fraudulently obtained = & that the
same is wholly unjust -

O Peters for said Wiley

Jacob Platter }
 vs } In the Circuit Court
 James M Wiley } of Marshall County
 John F Wiley & } In Chancery
 Cyrus Brooks }

And now comes
 the Complainant and for Replication to
 defendants answers to the Supplemental
 bill filed herein says that we will
 aver & maintain this said Supplemental
 bill to be true certain and sufficient and
 that the said answer of the said defendants
 are untrue uncertain and insufficient
 &c. & this he prays as in and by his
 original bill he has prayed

A H Purple
 for Compt

Answer of
Platter to the
Crop-Bill

Jarius M Wiley }
John F Wiley }
vs }
Jacob Platter }

In the Circuit Court
of Marshall County
October Term AD 1854

The answer of Jacob Platter
the defendants above named to the
Complainants bill of Complaint filed
in this cause.

The said Defendant saving
and reserving all Exceptions to the many
errors and inconsistencies of the said Bill
for answer thereto. or to so much thereof
as it is necessary for him to answer
unto, saith.

He admits the filing of the bill by the
defendants the answers of the Complainants
and the referees of the matters and things
therein contained to arbitrators, as stated
in the Complainants bill and presumes
the Exhibits referred to marked A, B & C.
to be correct. but for greater certainty he
refers to the original Bill and answers
on file in said Cause.

He admits that the Arbitrators

Defendants further answering denies that Complainants or either of them have or had any notes or claims of any description or character against this defendant which are not fully paid satisfied and discharged.

And the said defendant further answering denies that the said Arbitrators made all any or either of the errors or mistakes in said Bill mentioned. —

He denies that they omitted to adjudicate upon any matter submitted to them or that they in any manner exceeded their authority by deciding upon matters or things not included in the submission or that any such matters are apparent from an inspection of the award or that they can in any other manner be made to appear.

He denies that he is insolvent or that he owes the Complainants any sum whatever.

And this Defendant further answering says that the said award of Arbitrators filed Feby 12 1849. was in all respects a just & equitable award between the parties. —

and made their award, which is on file in said cause, and to which for the terms and conditions thereof the defendant refers & makes the same and the whole thereof a part of his answer in this cause—

Said Defendant denies that the said Chamberlin was not present at the time of making said award and insists that he was present and consulted with said other arbitrators at their said meeting, and consulted with them and was present when they made out their award, although defendant admits that said Chamberlin did not agree to or sign said award and he denies that it anywhere appears by said award that said Chamberlain was not present when said award was made,—

Said defendant further answering admits the said award of Arbitrators was returned and filed in the Circuit Court of Peoria County on the 12th February 1849. and that at the time of filing Complaints Bill herein no order or decree confirming said award had been made by that or any other Court But alleges that at that time and

for a long time previous a motion had been and still was pending in said Court and also in the Circuit Court of Marshall County for a decree confirming said award—

Defendant admits that a supplemental bill was filed making Brooks a party and that said Complainant and said Brooks answered the same but denying that their said answers or any portion of them were true and said defendant alleges that the said Supplemental Bill of this defendant was dismissed by him on the 9th day of October A.D. 1853 at a Court then in session at Lacon Marshall County Illinois to which County said Cause had previously been removed by Change of Venue And the said Defendant further answers denies that he ever at any time made made all or any or either of the statements which he is charged with having made or sworn to upon the trial of the said Complainants for forgery and that each and every allegation in said Bill contained in relation to the same are false wholly without foundation in truth.—

Defendants further answering denies that Complainants or either of them have or held any notes or claims of any description or character against this defendant which are not fully paid satisfied and discharged.

And the said defendant further answering denies that the said Arbitrators made all any or either of the errors or Mistakes in said Bill mentioned. —

He denies that they omitted to adjudicate upon any matter submitted to them or that they in any manner exceeded their authority by deciding upon matters or things not included in the submission or that any such matters are apparent from an inspection of the award or that they can in any other manner be made to appear.

He denies that he is insolvent or that he owes the Complainants any sum whatever.

And this Defendant further answering says that the said award of Arbitrators filed Feby 12 1849. was in all respects a just & equitable award between the parties. —

That after a motion had been made in the circuit Court of Reoria County for a decree confirming said award on the 29th day of August AD 1849. the said Complainants filed their Exceptions to the said Award, and afterwards to wit at the October Term 1853. of the Marshall County Circuit Court said Complainant filed additional exceptions to said award as by reference to said Exceptions on file in said cause of Platter vs Willey will fully appear and which said exceptions Defendant avers contained all & more than all the causes and reasons for rejecting and setting aside said award as are stated and set forth in the Complainants bill in this cause as a ground for setting aside the said award. which said several exceptions were attempted to be supported by affidavits &c as will also fully appear by reference to the papers & affidavits on file in said cause of Platter vs Willey aforesaid—

And the said defendants further answering says that such proceedings were had in the circuit

Court of Marshall County that at the October Term thereof A. D. 1853 the said Motion for a decree confirming said award was upon argument of Counsel and the evidence in the Cause sustained and the said Motion of the Complainants to set aside said award was upon such hearing and argument overruled and a decree was made and entered in said cause in all things confirming and approving said award which said decree on filed of Record in said Cause is referred to & made part of this answer, and which said decree is also in full force and in no respect ~~reversed~~ reversed revoked annulled or set aside —

And the said defendant sits up and insists upon the said award and the order and decree of this Court thereon confirming the same as a full and complete bar to the Complainants right to have and maintain or further prosecute his bill filed in this Cause and insists that all the matters and things in this bill contained have been previously adjudicated by this Court

And having fully answered he prays
to be dismissed with his costs.

Purple & Sanger
for Deft

Replication James M Wiley }
John F Wiley } Circuit-Court
vs } Marshall County
Jacob Platter } October Term 1854.

And the said complamants by E.
N. Powell their Solicitor Came and say
that the said Bill and all the several
matters and things therein stated and
set forth are true; and that all the several
matters and things stated and set forth
in the answer of the said defendant so far
as the same are inconsistent or
as denying the truth of the allegations
in said Bill are untrue And said
complamants, will make the same fully
to appear at the Court shall direct

E N Powell

Sol for Compts

Pleas before the Honorable Circuit court of Marshall County in the state of Illinois began and holden at the court house in the Town of Lacon in said County on the eighteenth day of October in the year of our Lord one thousand eight hundred and fifty three Present the Honorable Edwin S. Leland Judge of the Ninth Judicial Circuit Court of the State of Illinois William H. L. Wallace States Attorney & Greenberry L. Fort Clerk & Henry L. Crane Sheriff —

Be it remembered that on this day 24th day of October A.D. 1853 it being one of the days of said term of said Court, ~~that~~ among other things the following proceedings were had — that is to say —

Jacob Platter	} In Circuit Court of Marshall County.
vs	
James M. Wiley	
John F. Wiley	} In Chancery

This day this cause come on to be heard — The complainant

again comes by Purple his solicitor as well the defendants by Peters their Solicitor. And the Complainant moves the Court to confirm the award heretofore made. And the Court after hearing the evidence and argument of Counsel and being fully advised in the premises - It is ordered that the said motion be sustained and it is so decreed.

Jacob Platter } In the Circuit Court of
 vs } Marshall County
 James M Wiley & } In Chancery
 John F Wiley }

Decree
 Platter vs Wiley

This day this cause come on to be heard upon motion of the complainant herein before entered for a decree to be entered upon the award of the Referees in this cause and the same was argued by counsel and the Court now here being sufficiently advised in the premises doth order adjudge and decree that the report and award of the said Referees be and the same is hereby in all things approved and confirmed which said report is in the words & figures following
 So wit

Jacob Platter.

vs

James M Wiley
John F WileyReoria County Circuit
CourtFor conveyance of Real
estate Referred to
Nathaniel Chamberlin
Eli S Bailey and
James Adams referees

We Eli Bailey and James Adams
two of the referees in the above cause
named in and acting under the author-
ity of the order of said Court in said cause
a copy of which said order is hereto
annexed. Do hereby report that on
the 16th day of November A.D. 1845. at
the hour of eleven o'clock in the fore-
noon of that day at the house of Daniel
Belcher in the Town of Brimfield in
the said County. All of the said referees
met to hear and determine the matters
submitted to them under the order afore-
said, due notice of the time place and
purposes of such meeting having been
previously given to the parties and that
at the ~~time~~ same time also Complainant
together with H.C. Merriam his solicitor

and the defendants together with Onslow Peters and L B Knowlton their Solicitors appeared and by agreement of all the parties and their solicitors respectively the place of hearing was changed to the school house in said town and thereupon and before proceeding to hear any testimony in said cause the said referees were duly sworn according to law by and before Isaac Lashrop a Justice of the Peace of said County faithfully and fairly to hear and determine the cause according to the principles of equity and justice, and to make a just and true award according to the best of their understanding as also appears by the certificate of said Justice hereto attached which is made a part hereof —

Said Referees then proceeded to the hearing of said cause; the said Parties and their solicitors being in attendance and the said hearing was continued through the said 16th and also the 17th & 18th days of November aforesaid at the place aforesaid, when it was closed and said Referees having

deliberated upon and duly weighed the evidence proceaded at the hearing aforesaid and consulted with each other. We the undersigned two of said Referees do find that on the eleventh day of January AD 1842 the defendants executed the contract as specified in said Bill and for the conveyance of the following described land to wit: The North West quarter of the North West quarter of section No (9.) nine in Township No (10) Ten North of the base line & Range No (6.) six East of the fourth principal meridian containing (40.) acres more or less. Also a certain tract of land situate & lying on the South West quarter of section (14) fourteen in township No (10) North of the base line and Range (5.) East of the fourth principal meridian bounded as follows (viz) Commencing at the South East corner of the South quarter of Section (14) fourteen in said Township and running West to the center of the stream thence up the stream its general course (45.) rods thence North a sufficient distance to make eleven acres by a due East

Course to the East line of said quarter
 thence South to the first point
 mentioned, And also on the Eleventh
 day of January A.D. 1842, said defen-
 dant James M. Wiley executed and
 delivered to said Platter a bond for
 the conveyance of the following de-
 scribed land to wit. Commencing
 at the South West corner of the South
 East quarter of Section (14.) fourteen
 in Township No (10.) Ten North of the
 Base line & Range No (5.) five East
 of the fourth principal meridian
 Thence North to the Rochester Road thence
 to the right along said Road a sufficient
 distance to make fifty acres more or less by
 a due East course to the East line of the West
 half of said quarter thence South to the South
 line of said quarter thence west to the first
 point mentioned. Both of which bonds
 were for the conveyance of the lands therein
 respectively described by the several obligors
 by good warranty deeds as alleged in the
 complainant's Bill and admitted by the
 defendants answer on file in said Cause
 and that said Platter gave his notes for
 the consideration thereof or the contract
 price thereof and ~~and~~ that the

contract price for said land was the
~~same~~ sum of Seven hundred dollars
 as appears from the bonds and we do
 further find from the evidence that
 on the ninth day of May A.D. 1843 the
 residue of interest and principal on said
 contracts of purchase amounted to the
 sum of Seven hundred & eight dollars
 and ~~the~~ twenty eight cents. — and
 that on the day last above named the Complainant
 had paid the sum of nine hundred and
 three dollars and forty nine cents to said
 defendants and which payments were by
 said parties specifically agreed to be appli-
 ed upon said notes given for the purchase
 money on said land leaving a balance
 then due to said Platter from said de-
 fendants of the sum of One hundred and
 ninety five dollars and twenty five cents
 which with interest thereon to the date
 hereof is the sum of Two hundred and sixty
 two dollars and twenty three cents due from
 said defendants to said Complainant for
 payments made on said contracts
 or purchase over and above the contract
 price of said land. Which said payments
 were made by the bill of sale of personal
 property December 5. 1842 and other

payments endorsed on said notes, —

We do further find that said defendants waived the conditions of forfeiture contained in said several bonds as stated in said bill of Complaint — We do further find from the evidence that the said Complainant requested said defendants prior to the ~~commencement~~ commencement of this suit to execute to him deeds for said premises above described and settle and account to and with him of and concerning all payments by him made on said contract of purchase to said defendants which they refuse to do we do further report that by agreement of the parties in our presence during said hearing that John F. Wiley has since the commencement of this suit the said Platter the following described tract of land to wit the North West Quarter of the North West quarter of Section No (9) nine in Township No (10) North of the base line & Range No (6) six East of the fourth principal meridian contain ing (40) acres more or less and that the title to said last described land was in said John F. and by said deed duly conveyed to said Platter, We do further find that the title of said defendants in and to the said lands not conveyed by said deed

was good and perfect at the day of the date of said bond

We do therefore award adjudge and determine,

1st That said defendants convey by good and sufficient Warranty deed to said Platter for the consideration of the sum of Two hundred and sixty dollars to be & prepay in said deed the following tract of land to wit. A certain tract or parcel of land situated & being on the South West Quarter of Section (14) fourteen in Township No (10) Ten North of the base line & Range (5) five East of the fourth principal meridian, bounded as follows to wit. - Commencing at the South East quarter of Section (14) fourteen in said township and running west to the center of the stream, thence up the stream its general course (45) rods. thence North a sufficient distance to make eleven acres by a due East course to the East line of said Quarter thence South to the first point mentioned.

That the said James M. Wiley convey by title deed of conveyance to said Platter for the consideration

wherein note expressed of the sum of Two hundred and fifty dollars the following described land to wit, Commencing at the South West corner of the South East quarter of section (14) fourteen in township No (10) Ten North of the base line and range No (5) five East of the fourth principal meridian. Thence North to the Rochester Road thence to the right along said Road. a sufficient distance to make fifty acres - more or less by a due East course to the East line of said west half of said quarter section. Thence South to the South ~~to the~~ line of said Quarter. Thence West to the first point mentioned. —

2^d That said deeds be duly executed acknowledged and delivered to said Platter on or before the first day of March next. —

3^d We do further award adjudge and determine that on or before the said first day of March, said defendants pay to said Complainants the said sum of two hundred and sixty two dollars and twenty three cents and interest from this date so found due to said Platter for payments made on

said Contract over and above the amount due thereon, which the said defendants owe to said Complainant, And we further adjudge and determine that said Platter is not indebted to said defendants or either of them in any sum whatever by reason of any matters contained in the pleadings in said cause.

4th We do further adjudge order award and determine that said notes which are dated January eleventh one thousand eight hundred and forty two one for the sum of Four hundred and eighteen dollars and the other for the sum of One hundred and Seventy Seven ⁹⁰/₁₀₀ dollars executed by Jacob Platter and which are herewith returned and which are fully paid as aforesaid, be delivered up to be cancelled —

We do further award determine and adjudge that said defendants pay the costs of this suit and the costs of the referee —

In testimony whereof we two of said Referees have herunto set our hands and seals this ninth day of February A.D. 1849. —

Eli Bailey 
James Adams 

N.B. — The above Cause was continued from the said 18th November 1848 by said Arbitrators from time to time for due consideration & examination till said 9th of February 1849 —

Eli Bailey L.P.
James Adams L.S.

And it is further ordered adjudged and decreed that the said defendants John Wiley & James M. Wiley within ten days from this date for the consideration two hundred and fifty dollars to be expended in the deed of conveyance, convey to the said complainant the following described real estate to wit. A certain tract or parcel of land situate and lying on the South West quarter of Section Fourteen (14.) in Township No. Ten. (10.) North of the base line & Range Five (5.) East of the fourth principal meridian bounded as follows To wit. Commencing at the South East corner of the South West quarter of Section Fourteen (14.) in in said Township and ~~range~~ running West to the center of the stream thence up the stream its general course forty five rods thence North a sufficient distance to make eleven

acres by a due East line of said quarter
 thence South to the point mentioned; and
 also that the said James M. Wiley within the
 space of ten days for the consideration
 therein to be expressed of the sum of Two hundred
 and fifty dollars convey to the said
 Complainant the following described
 land to wit - Commencing at the South
 West Corner of the South East quarter of
 Section Fourteen, (14.) in Township No
 Ten (10) North of the base line, and Range
 No five (5) East of the fourth principal
 meridian, thence North to the Rochester Road
 thence to the right along the said Road a
 sufficient distance to make fifty acres
 more or less by a due East course to the
 East line of the West half of said quarter
 thence South to the South to the South
 line of said quarter, thence west to the
 place of beginning - And that in
 default thereof that Silas Rumsey Master
 in Chancery of Marshall County be and
 he is hereby appointed Commissioner to
 make said deed for and on behalf of and
 in the name of the said defendants

And it is further ordered adjudged
 and decreed that the said Defendants

and all persons claiming by purchase from them or entering into possession under them or either of them since the filing of the original bill in this cause, forthwith surrender the possession of the said premises to the said Complainant And that a writ of possession issue therefor

And it is further Ordered adjudged and decreed that the said defendants pay to the said Complainant the sum of Two hundred and sixty two dollars and twenty three cents. and interest thereon from the 9th day of February A.D. 1849. at six percent amounting at this time to the sum of three hundred and thirty six dollars and twenty nine cents and the costs of this suit or proceeding And that execution issue therefor as in case of judgment at Law. And it is further ordered adjudged and decreed that the said two notes in said award mentioned be delivered to the said Complainant to be cancelled, pursuant to the said award

Oct 24. 1853. —

(E. L.)

And this day Come again the
defendants by Peters their solicitor and
prayer an appeal to the Supreme
court of the State of Illinois which
appeal is allowed upon condition
that the said defendants enter into
bond in the penal sum of One thousand
dollars within forty days from the
adjournment of this court with Enslow
Peters as security —

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A

Charlston Peoria County Illinois January
11th 1842 on or before the Twentieth day
of June one Thousand eight-hundred
and forty two I promise to pay
John B. Wiley or order one hundred
and seventy seven dollars and
ninety cents with 12 per cent interest
from date if not paid when due
for value received

Jacob Platter

Dec. 5th 1842

Rec^d on the within thirty nine
dollars and twenty five cents

Recd on the within eleven dollars
and four cents, May 4th 1843

B

Charlston Peoria County Illinois January
11th 1842, On or before the Twentieth
day of June one Thousand eight-
hundred and forty two I promise
to pay James M. Wiley or order four
hundred and eighteen dollars with
twelve per cent interest - from date
(if not paid when due) for value
Received

Jacob Platter.

Dec. 5th 1842.

Recd on the within forty
dollars and ninety five cents - -

May 4th Recd on the within Thirty
four dollars eighteen cts

Recd on the within forty dollars

& Dec 14th Recd on the within Twenty
five dollars with . . . to be
Delivered when called for

Recd on the within fifty seven
dollars. May 9th 1843.

Brimsfield Peoria County May 4th 1843
On demand I promise to pay
(C) John F. Wiley or order the sum of
forty two dollars and ten cents with
twelve per cent. annum from
for value Received Jacob Platter

Brimsfield Peoria County May 4th 1843
On demand I promise to pay
(D) James M Wiley or order the sum of
one hundred dollars with twelve
per cent. interest per annum

for value received

Jacob Platter

Brimfield May 5th 1843

(E) For value Received & promise to pay
James M Wiley or Bearer five dollars
on demand with interest at the rate
of 12 per cent per annum

Jacob Platter

\$5.00

~~Brimfield May 4th 1843~~

~~For value Received & promise to pay
James M Wiley or Bearer five dollars~~

Brimfield May 4th 1843

(F) Recd of James M. Wiley fifty dollars
in full of all accounts. Errors excepted

Jacob Platter

Brimfield May 4th 1843

(G) Recd of John C. Wiley fifty dollars in
full of all accounts. Errors excepted

Jacob Platter

James M Wiley
John F Wiley
vs
Jacob Platte

Marshall County Circuit
Court, State of Illinois
In Chancery

Take Notice, that on the 3rd day of March
next, A.D. 1853 - between the hours of
9. A.M. and 6 P.M. of that day, at the Office
of E.C. Powell in the City of Peoria, County
of Peoria and State of Illinois, before
some Justice of the Peace or some other
person, duly authorized by law to take
depositions, the depositions of
George S. Blakely Onslow Peters and
Nathaniel Chamberlain residents of
said County will be taken to be read
in evidence on the trial of the above
entitled cause, on behalf of the said
complainants when and where you
can appear and cross examine said
witnesses if you deem proper

Bours & E.C. Powell

Attorney for Complainants

To N.H. Purple Esq
Attorney for Deft.
Feb 29th 1853

Deposition of George S Blakely Onslow
 Peters & Nathaniel Chamberlain = of The
 County of Peoria in the State of Illinois
 commenced to be taken at the office
 of C. N. Powell in the City of Peoria Ills =
 on the Third day of March A.D. 1855 =
 Between the hours of Nine o'clock A.M.
 and six o'clock P.M. = of said day =
 Pursuant to the enclosed notice to be
 read in evidence in a cause pending
 in the Circuit Court of Marshall
 County State of Illinois wherein
 James M. Wiley & John T. Wiley = are
 Complainants and Jacob Platter is
 defendant = as follows The said three
 witnesses being by me duly sworn
 according to law = To testify the
 truth the whole truth and
 nothing but the truth = upon
 all such interrogatories = as may
 be directed to be put = by either of
 the parties litigant.

Onslow Peters = Being duly
 sworn as aforesaid = Doth depose
 and say as follows =

Interrogatory - First = Are you acquainted
 with the parties complainant &

in the
 defendant's above entitled cause

Answer. I am and have been for
 many years past

Int. 2 = Were you present at the trial of an
 indictment - In case of the People
 of the State of Illinois - Against
 James M. Wiley & John F. Wiley - in
 the Circuit-Court of Peoria County
 Illinois for forgery If you were -
 State about what time the trial
 took place - & whether Jacob Platter
 the defendant in the above
 entitled ~~cause~~ and suit was a
 witness in said cause - and
 if so what was his testimony in
 said cause relative to the matter
 in controversy in the above
 entitled cause -

Answer. I was present - a trial of an
 Indictment for forgery, the people
 of the state of Illinois against
 John F. Wiley and James M. Wiley in
 the circuit-court of Peoria County.
 There were two trials of such indictments
 one I think was at the August Term

of said court, 1830, and the other
 at the May Term 1831. = I was counsel
 associated with L B Knowlton Esq for
 the depts on both of the trials = The
 said Jacob Platter was a witness for
 the prosecutors in both cases. On the
 first trial he testified, that there
 had been a good deal of dealing between
 him and the said witness that he
 came from the state of Ohio to Brimfield
 in 1840 or 1841 = In giving his testimony
 he stated that he had had no dealings
 whatsoever with either of the Wileys
 since the 4th day of May 1843 that
 on that day he had a settlement
 with them, and a balance was due
 from them to him on their general
 dealings; and the same was endorsed
 upon the land notes as they termed
 them on that day of date - The notes
 were during his examination &
 cross examination shown to him
 one was signed by him & made
 payable to James M Wily. for four
 hundred & eighteen dollars date
 January 11, 1842 the other signed by
 said Platter, of the same date payable
 to John F. Wily for one hundred and

seventy-seven dollars & ninety cents
 with Twelve per cent interest; both
 of which notes are now shown to me
 & which will be annexed to & made part
 of this my deposition. & marked (A) & (B)
 There was also shown to the said Platter
 a note purporting to be signed by the
 said Platter. dated May 4, 1843, payable
 to said John F. Wiley of forty two dollars
 & ten cents. Also another note by same
 of same date (May 4th 1843) to James M.
 Wiley for one hundred dollars = These
 notes are now shown to me, and I
 recognize them. & they are attached
 hereto & made part of this deposition &
 marked (C) & (D) There was ^{also} then shown
 to the said Platter a note dated May 3rd 1843
 to James M. Wiley for the sum of five
 dollars this note is also now before me
 & will be ~~attached~~ attached hereto &
 made part hereof. & marked (E)
 There were also exhibited to said Platter
 two receipts, date May 4, 1843 one to
 James M. Wiley & the other to John F. Wiley
 & purporting to be signed by said Platter
 The receipts one for fifty dollars cash &
 one now before me. & are annexed &
 made part hereof and marked (F) & (G)

Many other papers were also shown on the trial, such as bills, receipts &c — which I will speak of more particularly if desired on the further cross examination. They were mostly used for testing the testimony of said Blatter. Stated that the two first-mentioned notes were given for land he bought of the Wileys, or for the land contract — being the land about which there was a controversy & suits; that he bought the land of the Wileys in the winter of 1841-42; the price was for eleven acres seven dollars per acre forty acres of timber five dollars per acre and fifty acres of prairie at five dollars per acre; that he said that one of the bonds put the price of one of the lots higher. — He said also, that they went over all their affairs & settled on the fourth of May 1843; that the five dollar note was in fact given on that day though dated the day after; and for all other dealings than the land notes. Balances were due him and those balances were endorsed upon the notes respectively at that time on the note of \$418 there

was endorsed \$34.18 & on that for
 \$177.90. There was endorsed \$11.02 =
 That from that day forward he never
 had any dealings ^{whatsoever} with ^{said} the Wileys,
 or either of them = He was then asked
 in relation to each of those notes,
 if he had, since said May 4, 1843,
 paid or caused to be paid any thing
 on either of them, & he said he had
 not; = He was asked if any person
 had paid any thing for him after
 that time; He said; he knew of none.
 He was then asked if any thing had
 been done by him or by any one
 for him to discharge any part of
 any indebtedness from him to the Wileys
 after the endorsements were made;
 he said there was not.

In relation to certain property, said
 Platter stated that he bought some
 of it, cattle hogs &c from Ohio and bought
 cattle hogs of the said Wileys for which
 a bill of sale was given; That some
 of the cattle were sold back to Wiley =
 That most of them were sold back =
 as to his horses he said that one of
 them was killed by being driven over
 or upon the fence = That he had one

himself; that one was killed by William Johnson, and he, Platter, sued & recovered a judgment against him therefor. That carriage was seized by the constable on an Execution against him & sold - also a Lanning mill. On this Examination he also stated that James M. Wiley had paid money for him to sundry persons, but that all this was before the settlements before referred to on May 4, 1843 and they were brought into that settlement; of these there was \$19.50 paid to Patton Gill & Bartlett; \$21.08 to O. E. Oakley on an Execution & \$18.50 to J. E. Carter another constable on another Execution - there may have been other payments; but said Platter insisted that all of these were settled when the endorsements were made upon the notes =

Int 3, 2 Have you ever seen Jacob Platter write his name and are you acquainted & how much acquainted with his hand writing, and state your opinion as to the signatures purporting to be

his. As to the several notes made
 exhibits herein being his handwriting
 Ans. I have seen him, the said Platter,
 sign his name several times, twice
 Coaff Davils; - The two land notes, the
 five dollar note & the two fifty dollar
 receipts above mentioned by me he
 stated under oath on both of the
 trials of the indictment were his
 genuine signatures. From having
 seen him write, & my knowledge of his
 handwriting I have no doubt what-
 soever, that all of the said notes
 were signed by the said Platter &
 that his signatures thereto are genuine

Int. 4. - On the second trial of the indictments
 above referred to, did said Platter make
 any statements, relative to the business
 of himself & Wiley & what was it -
 State the substance of it? -

Ans. On second trial, it being for ^{the} forgery
 of another note said Platter was again
 examined at much length: - I
 conducted the cross examination &
 interrogated him substantially as on
 the other trial, and his answers
 were the same in substance; and

I think it differed in no essential particular from that given by him on the first trial: =

Cross examination by defendant

Platter testified to other things on his said examination & cross examination that what I have above spoken of =

Did not said Platter several times during his examination and cross examination state that he had fully paid up for the land that he owed Wileys nothing and that they were indebted to him

Answer, I think on the examination of said Platter by the District Attorney, Platter did state that he had as that he believed or thought he had paid up the land notes or had paid for the land & that he owed them nothing It was on the cross examination that his statements were made, testified to by me in my examination in chief

Onslow Peters

Nathaniel Chamberlain being
duly sworn - deposes and says
as follows -

Interrogatory First. Are you acquainted
with the parties complainant and
defendant in the caption of this
deposition - -

Ans. I know them all

Interrogatory 2nd. Were you one of the
arbitrators in a cause lately
pending in the Circuit Court of
Peoria County Illinois wherein
Jacob Platter was complainant and
James M. Wiley & John F. Wiley were
defendants - -

Answer I was - -

Interrogatory 3rd. Were you present at the
time of two trials on indictments
in case of the People of the State
of Illinois, against James M. Wiley
and John F. Wiley in the Circuit
Court of Peoria County Illinois
for forgery if you were state
about what time the trials took
place - - - -

Answer. I was present at both trials
159 I think the first trial took
place at the August Term (A.D.)
1850, and the second trial I think
at the May Term A.D. 1851. . . .

Int. 4th Was Jacob Platter examined as
a witness in behalf of the
prosecution on said indictments
and did say anything in relation
to two notes given by him
(Jacob Platter) one to James M. Wiley
for four hundred & eighteen and
dollars, dated January 11th 1842 --
the other given to John T. Wiley for
one hundred seventy seven
dollars and ninety cents - bearing
date January 11th 1842. If so what
did he state in his examination
about these two notes

Answer. Jacob Platter was so examined and
said in his examination that
the two notes mentioned in the
interrogatory were given by him
for the land purchased by him
from the complainants in
this suit and according to my
best recollection, he further said

that he had not paid up these two notes.

Cross Examination

Do you not remember that on the trial referred to you said Platter stated that he owed the Wileys nothing & that they were indebted to him — —

Answer My impression is that when Platter was examined by Mr. Meriman he said he had paid those land notes. I do not pretend now to have any distinct recollection of what (he Platter) did say at that time. But although when cross examined by Ouslow Peters I do recollect he said he had not paid those land notes.

Nathaniel Chandlerlain

State of Illinois
Peoria County of J. Ambrose C.
Hankinson a Notary Public
within and for the City of Peoria
State of Illinois duly commissioned
and qualified do hereby certify
that the foregoing depositions

of the said Onslow Peten was
 written out by himself in
 my presence and that I wrote
 the deposition of the said
 Nathan Chamblin and that
 both of said witnesses signed
 their names to their respective
 depositions at the same time and
 place in my presence and that
 all interrogatories and the answers
 thereto were written down in the
 order in which they were put
 and all exhibits referred to are
 hereto attached in witness whereof
 I have hereunto set my hand and
 seal

The ~~third~~ 3^d day of March

A.D. 1855-

{ A. C. Hankinson
 { Notary Public }

Pleas before the Hon Circuit Court of
Marshall County in the State of Illinois
at a term thereof began and holden at
the Court house in the City of Laron
in and for said County. On the fourth
day of February A. D. 1856.—

Present the Hon—Madison C
Hollister Judge of the 9th judicial
circuit of said State Wm H L Wallace
State Attorney A Gardner Sheriff &
G L Fort Clerk

To wit

Be it remembered that on the 9th
day of February A D 1856 it being one
of the days of the aforesaid term
and said Court in Chancery
sitting

Decree Dismissing Crop Bill	James M Wiley John F Wiley vs Jacob Platter	In the circuit court of Marshall County Illinois
		In Chancery Bill to set aside award of Arbitrators

This Cause having been submitted to the Court at the last Term thereof upon the Bill answers Replication Exhibits and Evidence and argument of Counsel — And the Court having duly considered the same and being now sufficiently advised in the premises doth order adjudge and Decree that the said Complainants bill be dismissed, and that the said defendant go hence without day and Recover his Costs in this suit in that behalf expended and that Execution issue therefor against said Complainants as in cases of judgments at Law

Feb'y 9th 1856.

(M E Hoelish)

State of Illinois
 Marshall County } S.S.

J. G. L. Fort clerk
 of the Circuit Court of said County
 do hereby Certify that the above and
 foregoing is a true and correct
 transcript from the Record and
 the papers on file in my said office
 in the Cause pending therein heretofore
 on the Chancery side of said Court
 wherein James M. Wiley & John F. Wiley
 were Complainants and Jacob
 Platter was Defendant

In testimony whereof
 I have hereunto set my
 name and affixed the
 seal of said Court at
 Lacon this the 24th day
 of May A.D. 1856.

G. L. Fort

Clerks Fees
 Transcript

58-17103

75
James M. Wiley et al
vs
Jacob Platter

Filed May 28, 1856,
L. Leland Clerk



James M. Wiley et al
vs
Jacob Platter

75

12461

OK'd

1854

~~X~~