

Jefferson County Circuit Court
Case Files - Civil
May 1861

Box No.

13

Folder No.

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Sharp, John

vs

Sharp, Charles

Report of Arbitration

Regarding valuation and boundary
of land on Big River near mill
of Thomas Mutton

Whereas a controversy is now existing and pending
between John Sharpe and Charles Sharpe of Merriam
Township Jefferson County Missouri, concerning the equal
valuation and partition of a certain tract of land, lying
and being on the waters of Big River, near the Mills of
Thomas Mutton on said River,

Now therefore, we the undersigned John
Sharpe and Charles Sharpe, do hereby submit all the
matters in difference, aforesaid to the arbitration of
George H. Smith, Arthur C. Cook and Tolbert C.
Hogges, or any two of them; and we do mutually agree to
and with each other, that we will stand to and abide
by, and fully keep and observe the award so to
be made by the said arbitrators, in accordance with
the statute in such cases made and provided. For
witness, however that said award shall be made and
a copy thereof served upon the parties hereto, on or
before the fifth day of January One Thousand Eight
Hundred and Sixty One.

And we do further agree that the
award of the arbitrators aforesaid, when made, may
be made a rule of the Jefferson County Circuit Court,
and that said Court may enter up Judgment upon
said award, in accordance, with the Terms heretofore
and of the statute in such cases made and provided.

In presence of
J. Edwards

Witness

John

Witness

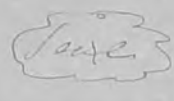
Charles

50

I John Shupe of Merriam Township
Jefferson Co., Mo., am held and firmly bound, unto
Charles Shupe of the same Township, County and
State aforesaid in the sum of Two Hundred Dollars,
to the payment of which I bind myself, my heirs,
executors, and administrators, firmly by these presents,
Witness my hand and seal this 22nd day of December
A.D. 1850

The condition of this bond is, That if the said John
Shupe, his heirs, executors, and administrators shall
stand to, abide by, fulfil and keep the award and
final determination of George A. Smith Arthur
C. Roth and Robert C. Rozner, arbitrators named
by the said John Shupe, and Charles Shupe, to
arbitrate, and award of and concerning the equal
valuation and partition of a certain tract of land
lying and being on the waters of Big River, near the
Mill of Thomas Mutton, as appears by the Submission
to such arbitration, dated the 22nd day of December
A.D. 1850 then this bond to be void, otherwise to remain
in force.

In presence of
Edward

W. J. Smith, Esq. 

I Charles Sharpe of Merriam Township
Jefferson Co. Mo, am held and firmly bound unto
John Sharpe of the same Township, County and
State aforesaid in the sum of Two Hundred Dollars,
to the payment of which I bind myself my heirs
executors and Administrators, firmly by these presents
putting my hand and seal this 22nd day of December A.D. 1860

The condition of this bond is That if the said Charles
Sharpe, his heirs, executors and Administrators
shall stand to abide by, fulfil and keep the award
and final determination of George A Smith, Arthur
C. Smith and Tolbert C. Rogers Arbitrators named
by the said John Sharpe and Charles Sharpe, to
arbitrate and award of and concerning the equal
valuation and partition of a certain tract of land
lying and being on the waters of Big River, near
the Mill of Thomas Mutton as appears by the Sub-
mission, to such arbitration dated the 22nd day of
December. A.D. 1860 then this bond to be void,
otherwise to remain in force.

In presence of
W Edwards

Great Myself

The undersigned undertake to arbitrate
between John Sharp and Charles Sharp Do give
as that we will faithfully and fairly hear
and examine the matters in controversy
between the said John Sharp and Charles
Sharp and make a just award according
to the best of our understanding

George A. Martin
John H. Rogers

William C. North

Done at and between this December the 22nd
1860

J. E. Stevens

President of the peace

Examination of Frederick Stollen, being first sworn
One should have as good land as the other.

Each was to clear, as much land as the other
and if one in a division had not as much land
cleared fence and improve with houses & stables
L. as the other. The other was to do as much
to make it so.

I believe John Shupe has done the one half of the
work on Charles Shupe's land.

I believe Charles Shupe has done the one half of
the work that has been done on John Shupe's land
so far. —

John Shupe was to have the use of half the old ground
till he has as much cleared. — Fred Stollen

Examination of William Wolger, being first sworn
The bargain was that when John Shupe moved the
other man (Charles Shupe) was to fence clear, and im-
prove as much land as the other has cleared at
and that Charles Shupe was to do just as much work
that is one half on the houses stables & smoke
house L. L.

Does not know if Charles has done his half, ever yet,
here.

I understood of a division of the land: It was found
one half was better than the other the difference was
to be made up in good land or money.

Further that John Shupe was to have the use of
half the old ground cleared until he had ^{the same amount}
cleared as his half. — William X Wolger
March

To all persons whom these presents may concern.
Greeting. The George A Smith, Arthur C. Smith and Tolbert
C. Rogers, to whom was submitted as arbitrators the
in controversy existing between John Shaipe and
Shaipe of Menimoe Township, Jefferson Co Mo. as by con-
dition of their respective bonds of submission, executed
by the said parties respectively; each unto the other, and
bearing date the 22nd day of December A D 1860 more
fully appears.

Now therefore know ye, that we the arbitrators
mentioned in the said bonds, having first been duly
sworn according to law, and having heard the proofs
and allegations of the parties and examined the matter
in controversy, by them submitted, do make this award
in writing, that is to say. First that the dividing line
of the tract as ran by Francis A Buckley County
Surveyor of Jefferson County on the 2^d day of December
1860 shall be the dividing line between the lands of
John Shaipe and Charles Shaipe, the former taking the
East and the latter the West half, and that each pay the
One half of the amount still due of the original purchase
money, and the interest accruing, and that Charles Shaipe
make unto John Shaipe, a good and sufficient Deed
to the East half, so soon as he shall comply with the
above Terms. Provided however the holder of the note
shall accept the money, and relinquish his Deed of
Trust to the East half aforesaid.

2nd In making the dividing fence, in the bottom
field each man to make his half of the Rails, have
them and put them up on the line, and so like wise
by the piece thrown out to John Shaipe, in the upland
field.

3rd Charles Shaipe to clear, clean up, and break One

John Sharp

M. S. Report of Abolition

Charles Sharp

Filed May 1st 1861

Oliver J. Honeywell

and $\frac{3}{4}$ of an acre. To finish clearing up, and breaking
the piece of bottom already commenced by him, West
of the Road leading to the Mill, and South to the Aunt's
Road, and to clear up and break the one half of
the piece commenced behind the house.

4th That Charles Shaipe make, haul and put up
1100 Rails on John Shaipe's land, where he desires them
and 5th That considering the difference in the amount
of Tillable Land Improved and unimproved it is
decided that Charles Shaipe pay unto John Shaipe
Fifty four Dollars and that he give his note to John
Shaipe for that amount payable Two Years from
the 5th day of January 1866 bearing Six per Cent Interest
per Annum

And we do award that the costs of the Arbitration of
this case, amounting in the whole to Thirteen Dollars
and Fifty Cents, be paid equally by each party
in witness whereof we have hereunto subscribed
these presents, this Twenty, seventh day of Decem-
ber. A D 1865

In presence of
John Bridgeman

George A. Smith
Arthur C. North
Solbert L. Rogers