

12104

No. _____

Supreme Court of Illinois

Whittemore.

vs.

Mason.

71641  7

Amos Whittman }
" } Ena to Bureau
John Mason }

The said plaintiff says in the record
& proceedings aforesaid there is
manifest error in this viz

- 1 The Court erred in receiving in
evidence the bond & award
- 2 The Court erred in overruling
the pliffs objections to receiving in evidence
the bond & award
- 3 The Court erred in holding the
award a bar to plaintiffs suit
- 4 The Court erred in finding the
issue for the deft

The Plaintiff prays that the
Judgment of the Circuit Court
be reversed &c.

B. C. Crook &
William J. Peters
for Plff in Ena

Amos Whittman

vs

John Mason

appeal from - of Errors

Filed June 22^d 1853
V. Leland Clk.
By P. K. Leland

On the 3^d day of July A.D. 1852 John Mason by
S. R. Mason his attorney in fact. Comes & files his bond
in the Bureau County Circuit Court with James
E. Smith his Security Therein in the words & figures
following to wit.

Know all men by these presents That we John Mason
and James E. Smith. are held and firmly bound unto
Amos Whittlemore in the penal sum of One hundred and
fifty dollars lawful money of the United States. for
the payment of which well and truly to be made, we
bind ourselves, our heirs and Administrators, ^{jointly} generally and
firmly by these presents. Witness our hands and seals this
third day of July A.D. 1852.

The Condition of the above Obligation
is Such that Whereas the said Amos Whittlemore did on the
Twenty sixth day of June A.D. 1852. before William H.
Moan Esq. a justice of the peace for the County of Bureau
recover a judgment against the above bounden John Mason
for the sum of Forty five dollars and Ninety five Cents
Debt. and Eight dollars and forty Cents Costs. from which
Judgment the said John Mason has taken an appeal
to the Circuit Court of Bureau County aforesaid, and
State of Illinois. Now if the said John Mason shall
prosecute his appeal with effect, and shall pay whatever
Judgment may be rendered by the Court upon dismissal
or trial of said appeal then the above Obligation to be
void, Otherwise to be and remain in full force and effect.

Taken and approved before me
at my Office in Princeton this 3^d
day of July A.D. 1852.
Justin H. Oldy
Clerk

John Mason (Seal)
By S. R. Mason his attorney
in fact.
James E. Smith (Seal)

Filed July 3^d 1852. Justin H. Olds Clerk

State of Illinois Bureau County 3^d ss:

The People of The State of Illinois, To William F. Sloan, Esq.
A Justice of The peace in and for said County Greeting.

Whereas in a certain suit lately depending before you The
said Justice of The peace wherein Amos Whittemore is
Plaintiff and John Mason is Defendant, Judgment
has been rendered in favor of The said Plaintiff for the
sum of Forty five & 90/100 dollars Debt. and Eight &
40/100 dollars Costs. as by The transcript of said Judgment
from The docket of The said Justice filed in The Clerk's
office of Our Circuit Court in and for said County
by the said John Mason. in this behalf appears. And
Whereas The said John Mason has taken an appeal
from The said Judgment and has given bond
and security to The said Amos Whittemore for the
due prosecution thereof according to law, which said
bond is filed as of record in The Clerk's office. We
Therefore Command and Enjoin you The said William
F. Sloan so being justice as aforesaid. that you do
entirely supersede and desist from proceeding any
further in said suit. and that you do forthwith
suspend all proceedings in relation thereto. and cease
from molesting the said John Mason. in anywise
on that account. until The said Circuit Court shall
make other order to The contrary, and this you are
in no wise to omit at your peril.

Witness Justin H. Olds Clerk of Our said Court



And the Seal of said Court at Princeton

This Third day of July in the Year of our Lord 1853. Austin H. Olds Clerk.

I have Executed the within writ on this 7th day of July 1853. By reading the same to. & in the presence & hearing of the within named Mrs. H. Sloan

C. M. Fisher, Shff. Bw. Co. Ill.

State of Illinois

Bureau County } ss.

The People of the State of Illinois To the Sheriff of said County Greeting.

We Command you to summon Amos Whittensmore personally to be and appear before the Judge of the Circuit Court in and for said County, on the first day of the ensuing October Term thereof to commence on the 2^d Tuesday of said Month at the Court House in Princeton to answer Writs John Mason upon an appeal brought into our said Circuit Court by the said John Mason from a judgment lately rendered before William H. Sloan. Esquire against him in favor ^{of} said Amos Whittensmore Herein fail not, and have you then and there this writ.



In testimony whereof I hereunto set my hand and the Seal of said Court at Princeton This Third day of July A.D. 1853.

Austin H. Olds Clerk

I have Executed the within writ on this 11th day of August 1853. By reading the same to. & in the presence and hearing of the within named Amos Whittensmore

C. M. Fisher

Shff. Bw. Co. Ill.

On the sixth day of September A.D. 1852. William F. Sloan Esqr. Comes & files his transcript & papers herein in the words and figures following to wit.

Copy of the Summons issued by The Justice.
State of Illinois Bureau County, ss. The People of the State of Illinois. to any Constable of said County, Greeting. You are hereby Commanded to summon John Mason, to appear before me at my office in Abiespie, on the 26th. day of June 1852. at one O'clock P.M. to answer the Complaint of Amos Whitemore for a failure to pay him a certain sum not exceeding One hundred dollars. and hereof make due return as The law directs, given under my hand and seal this 14th day of June A.D. 1852. Wm F. Sloan (Seal)

Justice of the Peace

June 15th served on the defendant by reading the summons
John Zink Constable, Filed September 6. 1852.

O. H. Olds

Copy of Plaintiffs Bill of Particulars. to wit.

John Mason vs. to Amos Whitemore
1845-

Jan'y 37 To Buggy to Princeton 3 days	70
April To 30 bushel of Corn	2.00
July To Buggy to Princeton and Indian town 2 days	75-
Nov To Giving a calf 3 Months 10 day on oats & hay	40
March 46 To Horse 1/2 day Threshing	25-
To 46 feet of Boards	69
Jan'y 47 To 5 Cents	5-
Nov To 13 3/4 lb of Beef and 3 3/4 lb of Kidney	85-
To The use of 13 Acres of land one year	12.00

To use of one Acre 50 3 Years	2.00
Nov 49 To 75 bushels of Corn	17.50
Aug 50 To use of 1/4 Acre of Land 3 Years	75-
June 51 To 10 Top rails or riders and 17 Stakes	1.75-
Octr. To Keeping Shoats	5.00
Nov. To Corn for Old hogs	3.00
To 150 rails put on his fence at divers times	7.50
June 53. To due bill 5 Dollars dated Jan 8 th 1845	5.00
To interest on due bill	2.25-
	<u>69.44</u>
Filed Sept. 6 th 1853. J. H. Olds Clerk.	

Copy of Defendants bill of Particulars to wit.
Amos Whittermore to John Mason &c.

To the use of Partition fence owned by said Mason from the 13 th day of Sept. 1850 until the Commencement of this suit	9.00
To 100 rails had and received	4.00
To Amount of Money awarded to said Mason by Arbitrators under award of September 15. 1850	3.03
Interest on same from said date	35-
To witness fees on said arbitration for 9 witnesses 3 days each	9.00
1851 To damages on Corn by Cattle &c.	5.00
	<u>30.38</u>

Copy of Transcript from Justices docket to wit:
Amos Whittermore } Action of Debt Open
 } Account Plff Claims
John Mason } Seventy Dollars. Summons Issued
June The 14th 1853. Returnable 26th Instant at 10 o'clock
P.M. Three Subpoenas issued for the Plff one for the

Defendant. Summons returned served by reading the
 summons on the 15th by John Zink Constable, and
 the 26th Parties appeared Plaintiff filed bill of items
 to the amount of sixty nine 84/100 Dollars. The defendants
 Counsel plead that the suit should be quashed, on the
 ground that the summons was not legal for the seal
 was printed when it should be made with the pen, and
 the word sum was in the place of demand. Motion
 to set aside overruled. Parties joined issue. The
 defendants Counsel put in a plea in Bar on a previous
 Arbitration rendered Sept. the 13th 1850. also filed Bill
 of items after hearing the evidence and the allegations
 in the Cause rendered Judgment, against the defendant
 and in favor of Plff. for forty five Dollars and 25/100

Judgment \$45.75 and the Cost. Witnesses on the part of Plff.
 Justices fees
 Summons 18 1/4 I. L. Sweet 50. Cyrus Sweet 50. Fitchue Cummings 50
 Decket 12 1/2 Peter Sipefield 50 Jacobus Stevens 50 Franklin Foster 50
 4 subpoenas 7 1/2
 8 oaths 30
 Judgment 25
 Foreman 25
 Constables fees
 Lev. Sum 25
 Mileage 50
 Witness fees \$6.00 A. M. Moore 50 J. Reed 50 D. M. Whittemore 50. A. E.
 Whittemore 50. On the Part of the defendant,
 George Wilkinson 50. David Stevens 50.

at the above witness witnesses claimed fees.

State of Illinois

Bureau County ss. I hereby Certify that the above is
 a full and perfect copy of the Proceedings before me
 in the above Cause together with all the papers in my
 possession. At this September the 5th A.D. 1853.

Wm. F. Sloan

Filed Sept 6th 1852

Justice of the peace

J. H. Olds clerk

Pleas before The Honorable Theophilus S. Dickey
Judge of The Ninth Judicial Circuit of the State of
Illinois. at The September Term of said Circuit Court
in and for The County of Bureau begun and held
at The Court House in Princeton in said County on Tuesday
The Twenty Seventh day of September in the Year of Our
Lord One Thousand Eight Hundred and fifty two

Present Theophilus S. Dickey Judge
Justin H. Olds Clerk

Edward M. Fisher Sheriff

W. C. Cook States Atty.

Amos Whittemore

vs appeal

John Mason

Now Comes The Plaintiff by ^{Dickey} Cook his
attorney. and The defendant by Ballou and ^{Dickey} his attorneys
and by agreement of said parties a jury is waived and
The matters and Things in Controversy herein are submit-
ted to The Court for trial. and The Court having heard
The testimony of The parties the argument of Counsels
and being fully advised in The premises finds for the
defendant. It is Therefore Considered by The Court that
The said defendant. have and recover off The said
Plaintiff all his Costs and Charges in and about his
defence in this behalf expended as well in This Court
as in The Court below. and that he have execution
therefor. And The plaintiff enters his motion for

an appeal of This Cause to The Supreme Court of
This State. And The Court here considers That said
appeal be allowed on Condition that said plaintiff
file his bond herein as The law directs, in the sum
of One hundred dollars, with Jacob L. Sweet as
security within forty days from This date

Amos Whittenore

vs Bureau County Circuit Court
John Mason September Term A.D. 1853.

Be it Remembered that on the trial of This Cause
a jury was sworn and This Cause was submitted to the
Court for trial. The plaintiff introduced proof tending
to show that defendant was indebted to plaintiff according
to the account of plaintiff on file in This Cause, it was
admitted by plaintiff that all said account accrued before
The date of the bond of Submission & were submitted to
and considered by said Arbitrators hereinafter mentioned
The defendant then offered in evidence a bond of Submission
and an award which said bond and award were in the
words and figures following to wit.

Know all men by these presents that I Amos Whittenore
of The County of Bureau, am held and firmly bound to
John Mason of said County of Bureau. In the sum of
One hundred dollars of good and lawful money many
of the United States to be paid to the said John Mason
or to his Certain attorney Executors, Administrators or assigns
for which payment, ^{well and faithfully} I bind my self my heirs Executors

and Administrators firmly by These presents, Sealed
with my Seal This 25th day of August A.D. 1850.
The Conditions of This Obligation is such That if the above
bounden Amos Whittemore his heirs Executors and Admin-
istrators, on his or their part and behalf shall and do in
all things well and truly stand to Obey, abide by, perform
fulfill, and keep the award order arbitrament and final
determination of Peter S. Litchfield, George Wilkinson &
Timothy A. Ferrell, Of the County of Bureau and State
of Illinois, Arbitrators indifferently elected and named
as well on the part and behalf of the above bounden
Amos Whittemore, as of the above named John Litchfield
to arbitrate, award, order, judge and determine of and
of action and actions cause and causes of actions suits bills
Concerning all and all manner, bonds specialties judgments
Executions, Quarrels, Controversies Trespases, damages and
demands whatsoever at any time heretofore have made,
moved, brought, commenced, sued, prosecuted, done,
suffered, committed, or depending, by and between the said
parties so as the said award be made in writing under
the hands of the said Peter S. Litchfield, George Wilkinson
& Timothy A. Ferrell, or any two of them and ready to
be delivered to the said parties in difference on or before
the 15th day of September A.D. 1850. Then this Obligation to be
void or else to remain in full force. And the said
Amos Whittemore doth hereby agree that this his Submis-
sion to the award and arbitration aforesaid shall be made
a rule of the Circuit of the County of Bureau, pursuant to
the Statute to be in such cases made and proceeded.

Signed sealed and delivered in presents of us at Concord
this 23^d day of August A.D. 1850

Peter F. Telford

George Wilkinson

Timothy A. Ferrell

Amos Whittemore (seal)

Amos Whittemore = Arbitration bonds entered into by
N = and between above named parties
John Mason = in which agree to submit all manner
of actions Causes Suits bonds, bills, Judgments Executions
quarrels Controversies Trespases Damages and demands
herefore had made or commenced or depending by or
between the said parties to the following named persons as
arbitrators. Peter F. Telford George Wilkinson and Timothy
A. Ferrell. The parties met according to agreement at
the house of A. Whittemore in Concord this 12th day of
Sept. 1850. The arbitrators being duly sworn proceeded with
The trial adjourned by Consent of parties to 8 o'clock A.M.
tomorrow. Sept. 13th. parties present. To all to whom these
presents shall come greeting. Know Ye the aforesaid
Peter F. Telford George Wilkinson and Timothy A. Ferrell
of the County of Bureau & State of Illinois taking upon them
the Charge and burden of The said Award and having
deliberately heard the allegations and proofs of both the
said parties do by these presents arbitrate award order
decree and adjudge that the said Amos Whittemore
of and concerning the premises in manner and form follow-
ing that is to say, first, we do award order decree

and adjudge, That The Said Amos Whittemore shall
make and maintain the North half of the Division
fence which separates the farms of the Said Amos
Whittemore and John Mason, And That The Said John
Mason, shall make and maintain the South half of
Said Division fence and further That the Said John
Mason, shall have the privilege of taking away
and removing for his own use and benefit all of the
rails and stakes of and now being in the Said North
half of Said Division fence that were on and belong-
ing to the same at the time he the Said John Mason
purchased his farm from Nathan L. Mayo - And
also The Said Arbitrators do further award order and
decree and adjudge That The Said Amos Whittemore
his heirs Executors or Administrators shall and do on or
before the first day of November 1850, pay or cause to be
paid unto the Said John Mason aforesaid the sum of
Three dollars and Three Cents in full payment discharge
and satisfaction of all debts, dues and demands upon
any account whatsoever before their entering into bonds
of arbitration as aforesaid - And also The Said Arbitrators
further award order decree and adjudge That all actions
and suits commenced or depending between The Said
Amos Whittemore and John Mason for any matter cause
or thing whatsoever arising or happening at the time or
before their entering into Said Bonds shall from hence-
forth cease and determine and be no further proceeded
And also The Said Arbitrators do award and order decree

and adjudge that The said Amos Whittemore shall and do pay all The Costs accrued or accruing during The progress of this said trial and arbitration, in In Witness whereof we The said arbitrators to These presents and to duplicates have set Their hands and Seals This 13th. day of September 1850.

Peter F. Lufield (Seal)

George Wilkinson (Seal)

Timothy A. Ferrell (Seal)

Peter F. Lufield & Co paid by Plff

fees - sub^d = 37 1/2

22 Oct 1850

arbitrators 3 cts each

Peter F. Lufield 300 paid by Plff Witness

George Wilkinson 300 paid by Plff

Timothy A. Ferrell 300 paid by Plff

vs Rowell

Shelor Brainard

J W Mason

Salis Brainard

J Cummings

S B Mason

C Mason

W Stevens

Margius Brainard

N. L. Mayoon

J Foster

J L Sweet

A Beaver

A C Whitmore

C Bryant

A M Moore

H Walker

A. W. Whittemore

C Sweet

To The reception of each of which The plaintiff objected. It was admitted that a counterpart of the bond of the same date was executed by defendant and delivered to plaintiff before the award was made. The following state of facts was then proved: A part of the north half of the division fence between said Whittemore and said Mason was built by said Whittemore, and a part of the same was built by one Nathan S. Mayoon, who sold and conveyed def. Masons farm to said Mason, about four years

before The arbitration mentioned in said award
that one of the questions submitted to said Arbitrators
was which of the said parties was entitled to the rails
and stakes of that part of said North half of said division
fence Originally made by Magoon. That at said arbitrations
said Whittemore Claimed a part of the rails & stakes
then being on that part of the said fence first built
by Magoon, and that he had put a part of said rails
and stakes into said fence to repair and keep up the
same since the time it was built by Magoon.

The Court Then Overruled the objections of the defend-
ant, admitted said bond in evidence, and admitted
said award in evidence and found the issue for
the defendant, to each of decisions of the Court above
named the plaintiff at the several times when they
made exceptions, & prays that this his bill of exceptions
may be signed sealed and made part of the record
which is done

Filed October 7. 1852

J. H. Cole.

William S. Ireland (decd.)

Judge 92nd Jud Circuit Ills

Know all men by these presents that we Amos
Whittemore and Jacob C. Sweet of the County of
Bureau and State of Illinois are held and
firmly bound unto John Mason, also of the same
and State, in the Penal sum of One Hundred Dollars
Current Money of the United States, for the payment
of which well and truly to be made we bind Our

Witness our heirs Executors and administrators Jointly
severally and jointly by These presents Witness Our hands
and seals This fifteenth day of November A.D. 1852.

The Condition of the above Obligation is
such that whereas The said John Mason did on the fourth
day of October A.D. 1852. in the Circuit Court in and for
the County and State aforesaid recover a judgment
against the above bounden Amos Whitemore for the
sum of six Dollars Costs, from which judgment of the
said Circuit Court The said Amos Whitemore has
prayed for and obtained an appeal to the Supreme
Court of said State— Now if The said Amos
Whitemore shall duly prosecute his said appeal
with effect, and shall Moreover pay the amount
of the judgment, Costs interest and damages rendered
or to be rendered against him in case the said
Judgment shall be affirmed in the said Supreme
Court then the above Obligation to be void
otherwise to remain in full force and effect.
Filed Nov 15. 1852.

Justin & Olds
Clerk

Amos Whitemore (Seal)
Jacob L. Sweet (Seal)

State of Illinois Bureau County 3^d S.S.

I Edward M. Fisher Clerk of the Circuit Court in
and for said County do hereby Certify That the
foregoing is a true and perfect Transcript of
the Record of said Circuit Court in the above and
foregoing entitled Cause



Witness Whereof I have hereunto set
my hand and the Seal of said
Court at Princeton in said County
this 23rd day of May A.D. 1853.

Edmund M. Fisher
Clerk

Clerks fees

Copy 33 folios \$3.30

Offt + Seal 25-

Edmund M. Fisher \$3.55.

CEH

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Amos Whittemore
vs

John Mason

Certified Copy
of Bureau Record

Filed May 25. 1853.
L. Leland Ck.

Amos Whittmore

v

Chas A Buckland et al

Appeal from Barre

~~Whittmore~~

Buckland commenced an action of Ejectment
vs one Phillip S. Winty, to recover certain land
Buckland claimed from Winty which
land had been conveyed to Winty by
Whittmore, Whittmore filed his bill
alleging that Daniel Clough was a Soldier
in the Army of the United States in the war
of 1814, that he died in a military hospital
that he left Mary Clough & David Clough
his sole heirs, that said heirs were ignorant
what had become of their Father and
could make no proof by which they could obtain
the bounty land to which he was entitled
under the laws of U.S.

On the 25th day of Nov 1840, Whittmore purchased
of David Clough all his title & claim to any bounty
land which should be obtained for the Services
of his father, & conveyed all his right to the same
to Whittmore by a conveyance which is set out
in the bill Whittmore paid him therefor \$25,00
Whittmore made search for Samuel Clough
the 1843. That on the 12th day of May 1843 it was
agreed by and between Whittmore & Mary Clough

that Whittmore should ascertain the facts in relation to the death of David Clough make proof of them and obtain a land warrant for the services of Clough if possible, & if he succeeded in getting a warrant to locate in and transfer the land thus obtained to the best purchase he could obtain, & after deducting expenses to pay half the balance to Mary Clough, one Mary Clough executive and deliver to Whittmore a power of atty for the purposes aforesaid a copy of which is set out in the bill

On 1845 Whittmore succeeded in making the proof & obtained a warrant & located it on the land in question & obtained a ~~warrant~~ patent for same in name of David Clough & Mary Clough, and Whittmore sold the land to Wm. & Geo. Wm. Narrante dead in his own name. That he sold Mary Clough share as her agent duly authorized & for her That Whittmore & Mass claiming medicine have paid taxes on said land ever since it became taxable That Wm. has made improvements on said land to a large amount which are specified in said bill

That in 1832 one Paul Monell procured a quit claim deed for the premises in question from said Mary Clough & David Clough for \$24, & that the

sein Beckland claims under Monell
that neither Monell nor any of his grantees or
Beckland ever paid any fair compensation
for said land which is worth \$3500,

That both Monell & all who claim under him
including Beckland ~~has~~ full knowledge
& notice of the Equity of Whittensworth's title
at the time they purchased

Prayer. That Beckland be enjoined from prosecuting
his suit in Equity; that his title be subject
to the title of Whittensworth

General demurrer sustained & decree dis-
missed which is assigned for error

Amos Whittemore

Thomas & Ben Reed

Abstract

81
12104

~~127~~

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81

STATE OF ILLINOIS, }
Supreme Court.

The People of the State of Illinois,

To the Sheriff of the County of *Bureau* — Greeting:

BECAUSE in the record and proceedings, and also in the rendition of the judgment of a plea which was in the circuit court of *Bureau* county, before the Judge thereof, between ~~*John Mason Plaintiff*~~

and Amos Whittlemore Plaintiff
and John Mason

defendant, it is said that manifest error hath intervened, to the injury of the said —
Amos Whittlemore

as we are informed by *his* complaint, the record and proceedings of which said judgment we have caused to be brought into our Supreme Court of the state of Illinois, at Ottawa, before the justices thereof, to correct the errors in the same, in due form and manner, according to law; therefore we command you, that by good and lawful men of your county, you give notice to the said *John Mason* —

that *he* be and appear before the justices of our said supreme court, at the next term of said court, to be holden at Ottawa, in said state, on the *2nd* Monday in *June* next, to hear the records and proceedings aforesaid, and the errors assigned, if *he* shall see fit; and further to do and receive what said court shall order in this behalf; and have you then there the names of those by whom you shall give the said *John Mason* — notice, together with this writ.

Witness, the Hon. SAMUEL H. TREAT, Chief Justice of our said Court, and the seal thereof, at Ottawa, this *25th* day of *May* — in the year of our Lord one thousand eight hundred and fifty *three*.

L. Leland Clerk of the Supreme Court.

Amos Whittemore
of
John Mason
Sci. La.

Bureau Co. -

June Term. 1853. -

Sheriff's fees	
15 m ⁴ v ^l	75-
Service	50
Return	10
	<u>\$1.35</u>

Filed June 4th 1853.
L. Leland Clk.
By P. H. Leland & Co.

I have executed the within writ by reading the same
to and in the presence & hearing of the within named
John Mason this 1st day of June A.D. 1853.
Amos Whittemore
Bureau County Ill

Chas Whittman
 John Mason
 Wm of Enor

Filed May 25, 1859.
 Ireland Ch.

WITNESS the Hon. Samuel H. Tress, Chief Justice of our said
 Court, and the seal thereof at Ottawa, this 25th day of May 1859.

Chief of the Supreme Court.

State of Illinois, ss.

The People of the State of Illinois.

Know all men, that the County of Cook, in the State of Illinois, do hereby certify, as also in the rendition of the judgment of a jury which was in the Circuit Court of Cook County, before the Judge thereof, between

Wm of Enor - and James Enor

Amos Whittier }
is } appeal from
John Mason } Bureau

Enclosed please find five dollars
your docket fee. do not file
the record until you see B. C.
Cook and inform him of it. I
think we have taken an appeal
in a case in which it would
not lie and it will be necessary
to let the appeal go, and get
out a writ of Error

Milton, J. Peters
att'y for Peltz

To P. Leland
Clerk Supreme Court }

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Whittemore
Jno. Chaslar
Pawnee

Fits May 25. 1853.
L. Chaslar Ch.

Amos Whittier } Error to Bureau
John Mason }

1 If the arbitrators have agreed to decide all the controversies of the parties, and their award as to any one is uncertain and indefinite the whole award is void

3 Scam 431-432

The award must be capable of being understood and carried into effect without the aid of extraneous circumstances

3 Scam 431

Remedy given by Statute to enforce awards
Rev Stat page page 57- Sec 7-8-

2 The Certainty required in awards

an award must be so explicit & descriptive that the rights and duties of each party are no longer matters of doubt and dispute

3 Heam 266- 1st B Ohio 565

as the object of an award is to have something ascertained which was uncertain before. It must be so plainly expressed that there may be no uncertainty in what manner the parties are to put it into execution, but that they may know certainly what they are ordered to do

Fryd on awards 194

an award is certain which informs each party, without further altercation, how the arbitrators have settled the difference between them, so that if disposed they may perform the award

1 Ribb 421

3 Cases in which awards have been held void for uncertainty & not being final

Where the arbitrators were to decide between claims founded on two adverse surveys and entries, and they awarded in favor of the Smith Survey and entry, without exhibiting the survey, or giving any precise form or situation to the entry it was held void for uncertainty.

Harding Rep 412

an award that one party, should pay the other a certain portion of a prize drawn in a lottery, after deducting the usual per centage, with the amount already paid without determining the amount paid is void for uncertainty. It is essential to the validity of an award that it should have been a final disposition of the matters embraced in the submission, so that they may not become the subject or occasion of future litigation between the parties.

12 Wendell 380

an award in favor of the plaintiff for \$30-37 deducting and allowed for hauling 620 staves is bad
5 Blackf 128

an award which is uncertain upon its face, or does not refer to something else by which it may be made certain is bad. an award that Courtney shall refund to Canthorn & Hart the sum which Canthorn & Hart paid for Mr Campbell's Cove is bad for uncertainty, when an award is void for uncertainty the parties may assert their demands in any mode or form of action which could have been maintained by them before they entered into the bond of submission.

6 Grattan (rev) Rep 381

If there are no means by which the thing uncertainly
awarded, can be reasonably ascertained it is void -
and an award that the defendant should pay the plaintiff
for certain task work and days worth without fixing
the value is bad for uncertainty

Fryd on Awards 209

where the arbitrators in a certain event, were to order
payment of a mortgage debt, and they awarded payment
but did not fix the amount the award was held bad

34 Law Library 120

an award directing the enjoyment of land for
the future as heretofore it was held bad
Same do 129 -

an award must be final and decisive of itself
~~a~~ ^{not} ~~and~~ - state facts so that others may decide

6 B Monroe 263 =

4
The Evidence don't show that the award was ever
delivered to the parties or when -

an award directing debt to pay the plaintiff a sum
of money on condition that the plaintiff delivers to him the
goods chain manufactory & all other articles belonging
to the factory lately under the direction of the plaintiff
is bad not setting out the articles

3 Sergeant & Rauls 469 =

Amos Whittmore

"

John Masoud

Brief

36

Amos Whittmore

vs

John Mason

36

12/05

Prepared

1853