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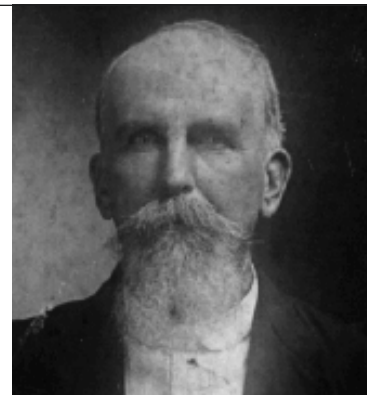
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THE FAMILY OF FRANCIS MARION SHAW



FAMILY FEUDS



The ill-timed loan that Jesse Shelby "Dock" Shaw made to his nephew, Bruner Shaw, wrought the furor of Dock's wife, Susie Bullard Shaw.

All families have disagreements from time to time. The Shaws are no different. Most differences are small and blow over by morning. Some linger a bit longer. Unfortunately, there are a few that last for generations.

The most tragic aspect of any family feud is, in fact, that it involves family, and the effects are felt by those we care for the most. I hope that the details of the few examples I share here will not offend anyone or open old wounds, but will give us cause to reflect on the condition of our own family relationships.

The Cash Cow

Jesse Shelby "Dock" Shaw and Susie Bullard Shaw had been married several years and had raised a large family and established a good farm. On one occasion they had borrowed some money from

Lowndes Shaw, a relative from Valdosta. On the day that the note came due, the only way that Dock and Susie could settle the debt was to sell a cow, which was quite a sacrifice for such a large family. So Dock left home that morning with the charge from Susie to sell the cow and repay the loan to cousin Lowndes by night fall.

Shortly after selling the cow for an amount that would satisfy the loan, Dock came upon his nephew, Bruner Shaw, son of Francis Arthur. Now Bruner was a charismatic young man who had the reputation of being a smooth talker and always had ideas that needed financial backing. So with a little persuasion young Bruner had the proceeds from the cow sale in his own pocket.

When Dock returned to the farm, Susie asked if he had sold the cow. Dock replied that he had. She asked if the loan had been repaid to cousin Lowndes. After some prompting, Dock admitted that (*continued*)

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The Family of Francis Marion Shaw is a non-profit newsletter published semi-annually or more frequently for the benefit of the descendants of Francis Marion Shaw and his wife, Rachel Moore Allen Shaw.

Historical contributions are requested. Your family histories including character traits, religious affiliations, professional pursuits and vital information such as birth dates and places, marriage dates and places, and death dates and places, are all welcome. Photographs help make the newsletter come alive. If you have some special photos of your ancestors which you would like to share with all of the family, please make a copy print of it and send it on to the address below. Do not send the original photo unless you have no desire to have it returned. Send your non-returnable manuscripts and photo submissions to:
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MONUMENTS TO BITTER DIFFERENCES

When you walk among the numerous headstones in the Pleasant Cemetery in New Lois, Georgia, you would never suspect that the mere placement of three of those headstones would cause a family and their descendants to lose touch with their ancestors and heritage for almost a century.

The photo above shows the headstones of Chester David Shaw (foreground), his first wife, Luannie (right), and his second wife, Ava (left). Note the vacant space between Ava's and Luannie's headstone, immediately behind Chester's, which was reserved for Mimmie Parrish Shaw.

he had not. Then he proceeded to tell of his encounter with Bruner Shaw.

Well, Susie exploded. She told Dock that if he didn't retrieve that money and repay Lowndes by that evening, he wouldn't have a farm or a family to come home to. (The original farm property was a gift of Green Bullard to Susie and Dock in 1901, and Dock had signed his interest over to Susie in 1904, no longer making it community property of the marriage.) By what ever means he used, come nightfall the loan had been repaid, the farm was still home, and the family was whole.

Over, Under, or Between Wives

The next circumstance that brought discord among family members came about through the romantic considerations that characterized the life of Chester D. Shaw.

On 16 March, 1898, after a lengthy and affectionate courtship, Chester was married at the age of 23 to pretty, 17-year-old Luannie Webb. They were deeply in love and it was a great tragedy when suddenly Luannie fell ill to the fever, and died 8 June, 1902.

After the burial of his young wife in the

Pleasant Cemetery, Chester occupied his life with his business interests. But Chester was a handsome and charming widower, and shortly found the favor of Ava Moore of Lenox, Georgia. They were married on 5 December, 1903. But Chester once again tasted the bitter loss of his wife when Ava succumbed also to fever on 13 July, 1904, just seven months after their wedding.

As a symbol of his devotion to these wives, he obtained two burial plots adjacent to Luannie, laying Ava to rest in one and reserving the other for himself. When his time came, he wished to be buried with a love at each arm.

On 29 June, 1905, Chester Shaw married for the third time, to Mimmie Parrish. By 1906 the couple had their first child, Chester, Jr. Business ventures were quite successful and life was good. They built one of the finest country homes in the county, and looked forward to a long comfortable life together. Little thought was given to the resting place of Chester's first loves.

But in December of 1912, a dinner of quail suddenly changed that. Chester swallowed a bone and it lodged in his intestines, causing gangrene, and he died on 13 December, 1912, at the age of 37.

And then the feud began.

Chester's parents purchased a plot at the head of the vacant plot, deciding that Chester should be buried there, and when the time came, Mimmie would rest at Chester's foot, between Luannie and Ava. But Mimmie insisted that Chester be buried between his first wives, and she would be laid to rest at his head. The Shaws balked and insisted on the 'patriarchal' position, with all wives at the foot. And so Chester was buried as such.

Mimmie loved Chester and spent much of the rest of her life pining for him. She saved his romantic writings to his first wife, Luannie, perhaps drawing some vicarious affection through them. But she was deeply hurt by the burial arrangements. Her only child, C. D., and only grandchild, Betty Jean, rarely associated with the Shaw family. Mimmie remarried on 15 June, 1915 to Isaac Newton Futch. They had no children by that marriage.

Though she adored her Chester, she could not bring herself to yield to the wishes of the Shaw family. She died 10 May, 1950 and was buried next to Newt Futch in the Adel Cemetery. And to this day there is a vacant plot at the foot of Chester and probably an empty place in his romantic heart.

Family Business, Family Tragedy

Finally, we come to what may be the most tragic set of circumstances that the children of Francis Marion Shaw would encounter. What started out as a successful family business venture involving Francis Arthur, Lacy Lester, and Chester David, evolved into a bitter court dispute that eventually made its way to the Georgia Supreme Court, and tore apart the fibers of the family fabric for decades.

In the early 1900's the above family members formed a corporation known as Shaw Brothers, which operated several timber and turpentine businesses for the naval industry. As was the usual practice of the industry, many leases of timber property were entered into by the Shaw Brothers Corporation, which would eventually be satisfied by payment from the turpentine proceeds.

In June of 1910 the Shaw Brothers sold one of their turpentine operations in Atkinson County to brother-in-law, William D. Clements, husband of Effie Shaw Clements. However in the sale of the operation, an outstanding note of \$1500 owed to J. H. Haskins was not identified by the corporate officers (title searches were not common at that time). When Mr. Haskins approached the Shaw Brothers

about payment, they said that William Clements now had the obligation. William Clements indicated that the lien was not identified in the sale. After ten years of dispute, on 9 December, 1920, Mr. Haskins filed a Fi. Fa. suit against Shaw Brothers and William D. Clements in the amount of \$3483.51 for principle, interest, and court fees. That was quite a sum at that time.

William Clements, strong willed and principled, was firm that he was not obligated to the loan. So when he failed to make payment by the end of January, 1921, things started getting ugly. On 2 February, 1921 the sheriff of Cook County, W. T. Daughtry, levied a Fi. Fa. lien against William Clements' Adel home on Hutchinson Avenue and his store on Railroad Street. But Clements fought back.

He challenged his obligation to the loan in the Atkinson County Superior Court, saying that the lien on his home was illegal. The case was heard by jury and judged by R. G. Dickerson. However, on 1 November, 1921, the jury found against William Clements. Clements filed an appeal claiming that the blood relationship of Judge Dickerson to the Shaw Brothers was in conflict (I have not found the kinship at the time of this printing).

On 18 November, 1921, after having his blood lineage identified, Dickerson realized that he should have disqualified himself from the case, and referred the judgement to Judge R. Eve, Tift County.

On 26 November, 1921, Judge Eve told the attorneys for Haskins and Shaw Brothers to show cause why the verdict should not be set aside. He also enjoined the sheriff from putting the Clements' properties up for sale.

Two months later, on 9 February, 1922, Judge Eve heard arguments and continued the restraining order on the sale of the property and referred the case of illegality back to the Atkinson Superior Court for retrial. Just as it appeared that things were turning around for Mr. Clements, Haskins and Shaw Brothers challenged Judge Eve's ruling to the Georgia Supreme Court, filing on 9 March, 1922.

One year later, on 3 March, 1923, William Clements' favorable ruling by Judge Eve was reversed by the Georgia Supreme Court. The court ruled that Clements knew of the relationship of Judge Dickerson to the Shaw Brothers at the time of trial and did not object until the appeal. Therefore the jury verdict stood. William Clements was liable for the debts and was additionally liable for the attorney fees to pursue the case.

But the real cutting edge of this story lies in the old Fi. Fa. law that allowed a person to pay for outstanding liens on a piece of property and gain title to that property. (continued next page)



Francis Arthur Shaw



William D. Clements

THE COMBATANTS

What started out to be a simple business transaction between brothers-in-law, turned into a bitter dispute that strained the fiber of family unity.

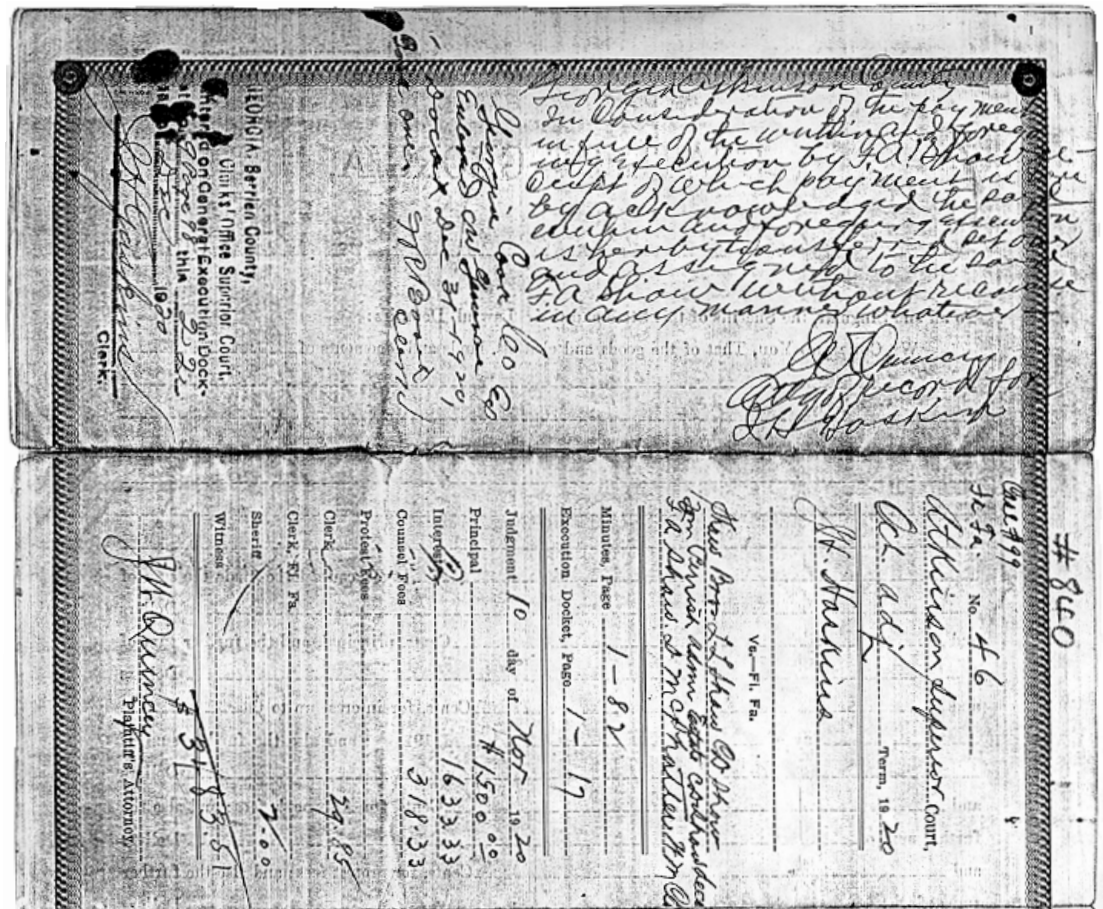
It consumed their thoughts, words, and financial resources spanning three decades.

It complicated the health of both parties and was settled only at the death of Arthur, William, and Arthur's sister, Effie.

INSTRUMENT OF DISPUTE

Pictured to the right is the original Fi. Fa. lien filed by John H. Haskins against the Shaw Brothers: L. L. Shaw, C. D. Shaw and Tom Parrish administrator of the estate of C. D. Shaw, deceased, F. A. Shaw, D. McPhatter, and Wm. Clements, filed 9 December, 1920 in Atkinson County. Note in the upper right-hand corner is the transfer of the claim from Haskins to Francis Arthur Shaw. It reads:

In consideration of the payment in full of the within and foregoing execution by F. A. Shaw, receipt of which payment is hereby acknowledged the said within and foregoing execution is hereby transferred set over and assigned to the said F. A. Shaw without recourse in any manner whatever. Signed J. W. Quincey, Atty of record for J. H. Haskins.



Francis Arthur Shaw, although one of the named parties in the suit, approached Haskins about transferring his claims to the Fi. Fa. suit. Haskins had been pursuing the case for years, and was anxious to recover his funds. So for the price of the lien, he transferred all of his claims to Francis Arthur!

Francis Arthur then proceeded to not only try to recoup his settlement costs from his brother-in-law, but also try to secure the John Clements property in Berrien County. John, father of William D., had died in the spring of 1920 and William was the administrator of his estate. Francis Arthur had a Fi. Fa. lien attached for the amount of \$6500.

The sixteen years of contention were wearing on the health and well being of William D. Clements. He suffered stomach cancer for several months and passed away 2 November, 1926, at 59 years of age. His son, Burie Webster, said that his father's strife with uncle Arthur was one reason that William went to the grave as early as he did. He died not knowing how his property would be disposed of or what the future held for his wife, Effie.

On 5 March, 1929, having suffered his own financial setbacks, Francis Arthur sued his sister, Effie Clements, for her half-interest in the store building on Railroad Street. Effie challenged the appraised value of the property but lost.

Then on the day of 14 November, 1932, Effie accidentally stepped on a nail and blood poisoning set in. The family was notified of her severe condition. Three days later, the hearing on the Railroad Street building came before the court. The plaintiff, Francis Arthur Shaw, was not present and the case was dismissed. Effie died a week later on 24 November, 1932. On 18 November, 1933, almost one year to the day after the last filing was dismissed in that divisive court history, Francis Arthur Shaw died from complications of diabetes. A settlement without appeal.

The foregoing stories are as common as they are unfortunate. They are not unique to this family. They were not the first, nor will they be the last, conflict within our relationships. But perhaps looking at these isolated instances, we can view with a clearer perspective the triviality and futility of it all. With the space of time we can see that hurt pride and financial gain separated the association of several generations of this family. I hope that as we look within our own lives we will set aside or make right any disputes that, if left unresolved, might cause us to repeat the errors of our fathers. That the closeness that we have rediscovered will be here for generations. —BLS