

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 19, Folder 5

Legal and court documents, undated (5 of 7)

Image 1 r01b19-05-000-0015 [Contents](#) [Index](#) [About](#)



Names:

Cabaniss, Septimus
D.

Hill, William R.

Places:

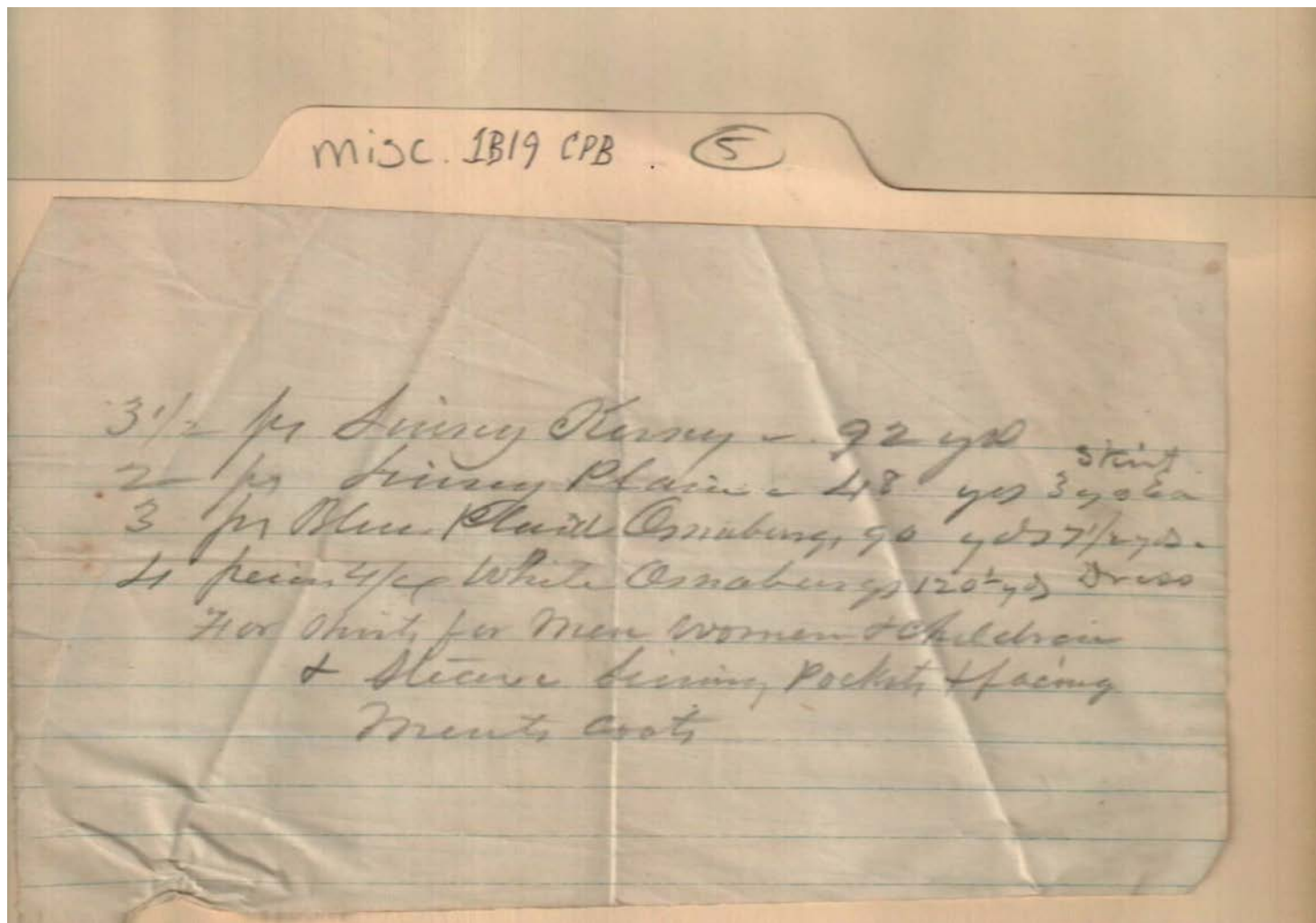
Huntsville, AL

Types:

envelope

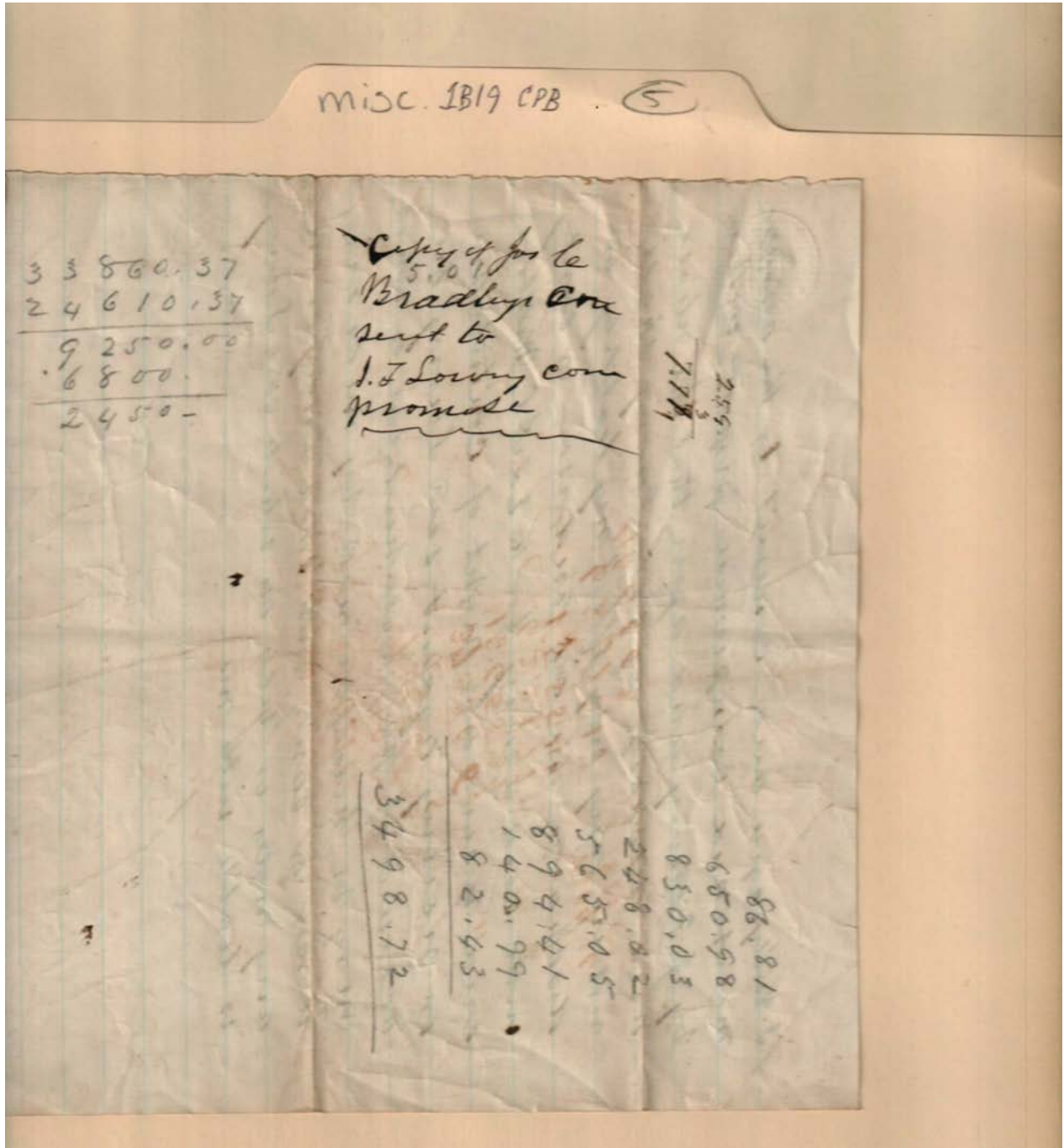
Dates:

Feb 21



Names:
cloth

Types:
list



Names:

Bradley, Joe C.

Lowry, J. T.

Types:

agreement

MISC. 1B19 CPB

(5)

I hereby agree and consent to the arrangement and compromise proposed within by J. T. Lowry and agree that the release and discharge of said Lowry shall not in any way affect my liability or discharge me as endorser or surety with said Lowry for H. E. & A. C. Willborn and waive all right of contribution or recovery against said Lowry on account of payments heretofore or which may be hereafter made by me as endorser or surety with said Lowry or on any notes or bills on which said Lowry is liable with me.

Names:

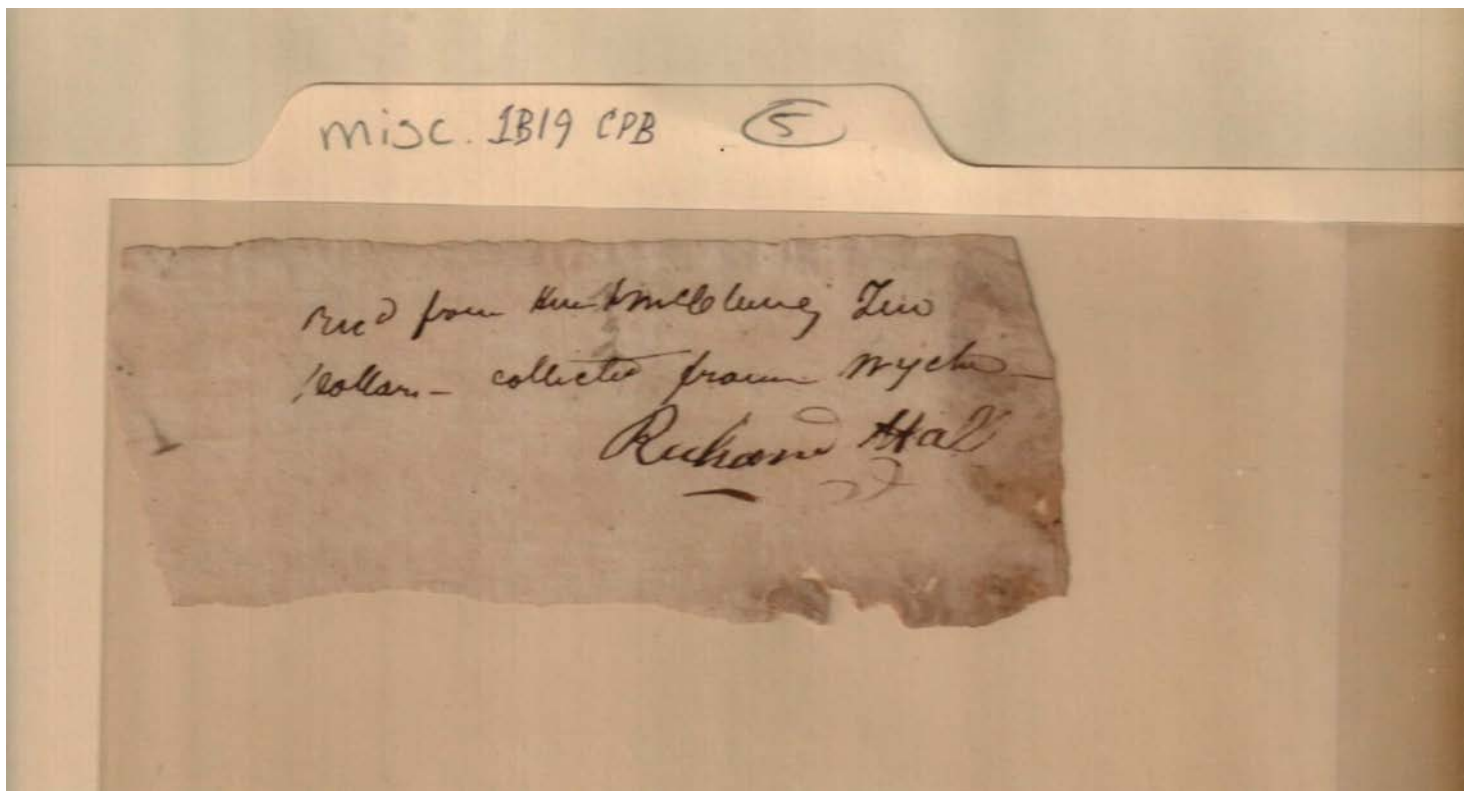
Lowry, J. T.

Willborn, A. C.

Willborn, H. E.

Types:

agreement



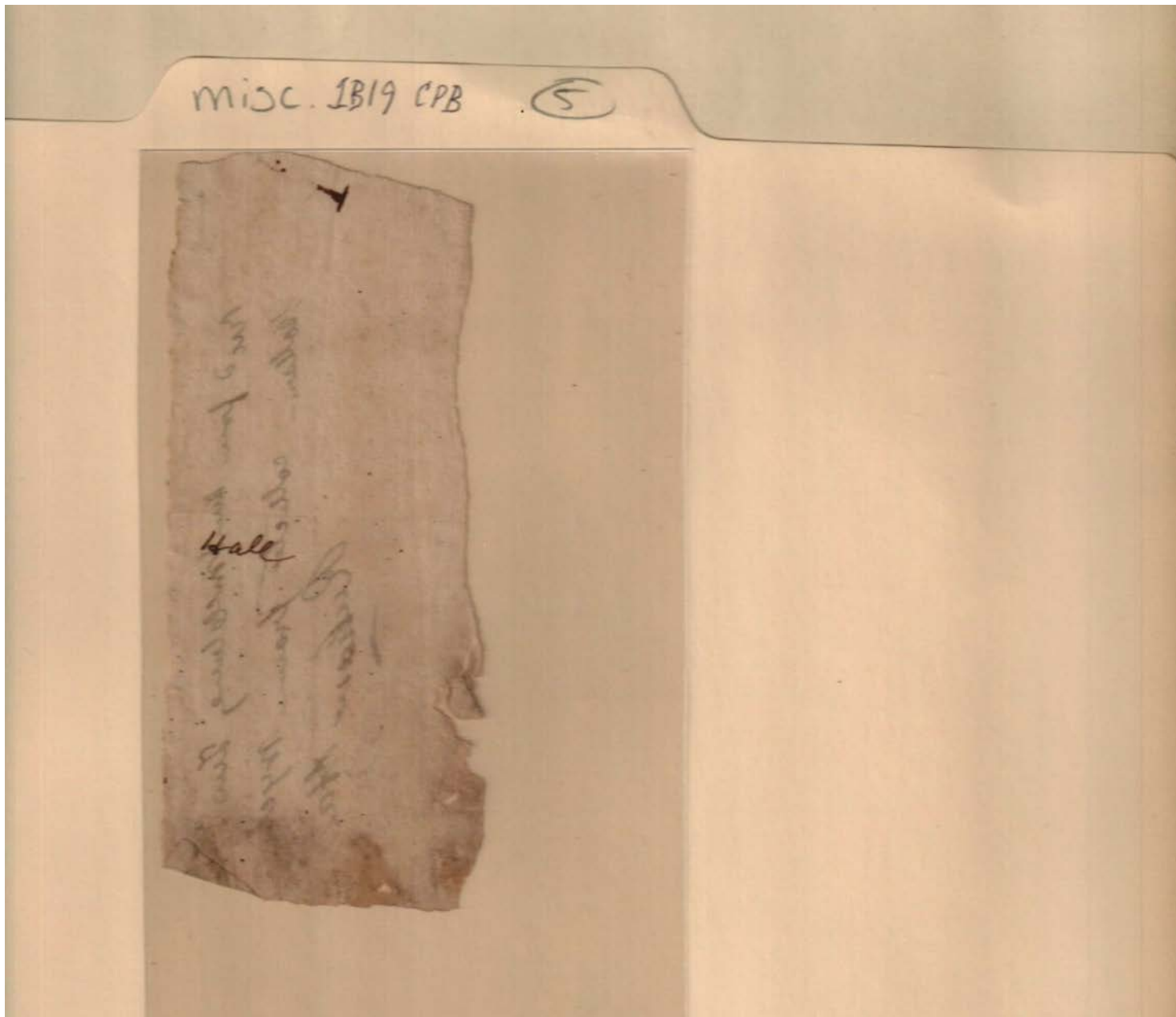
Names:

Hall, Richard

McClung,

Types:

receipt



Names:
Hall,

Types:
memo

misc. 1819 CPB (5)

Total Court Sales in Madison	156829. 19
" " Sales in Jackson	17660. 35
	<u>\$ 174489. 54</u>
Due Court Drapers & Hells purchases Hemp, Cotton & Wines, Sugar	7510. 00
	<u>167179. 54</u>
By deduction from Jackson sales for Chapman's Com	55. 00
	<u>\$ 167126. 54</u>
Cr	
By Court. Miscellaneous of 147. 392. 00	
" " Court. 19535. 15	166977. 15
	<u>\$ 149. 59</u>
By O.C. Hamilton, Court Clerk	55. 00
" Cash Rec ^d at League Head Sale	26. 75
" " " " at Jackson Sale	29. 00
" " " " for Wellcut Sam Thompson	9. 50
" " " " Sales Wilson	50. 00
" " " " Sales W.C. Hunt	27. 00
	<u>\$ 174. 25</u>

possibly S. Townsend estate

Names:

Chapman,
Draper,

Hall,
Hamilton, W. C.

Pruit, V. G.
Thompson, Sam

Wilson,

Types:

account

MISC. 1819 CPB (5)

Samuel D. Clark
Nov 15 1 Grey Horse "Boston" 26.
16 10 Bushels Corn 35.50
" 1 Stack Oats 8.25
" 1 " Fodder 6.35
76.10
\$ 76.10

G. A. W. Haffey
Nov 16 amount of acct 6.00
Residue of Cotton seeds @ 3¢ 33¢

Names:

Clark, Samuel D.

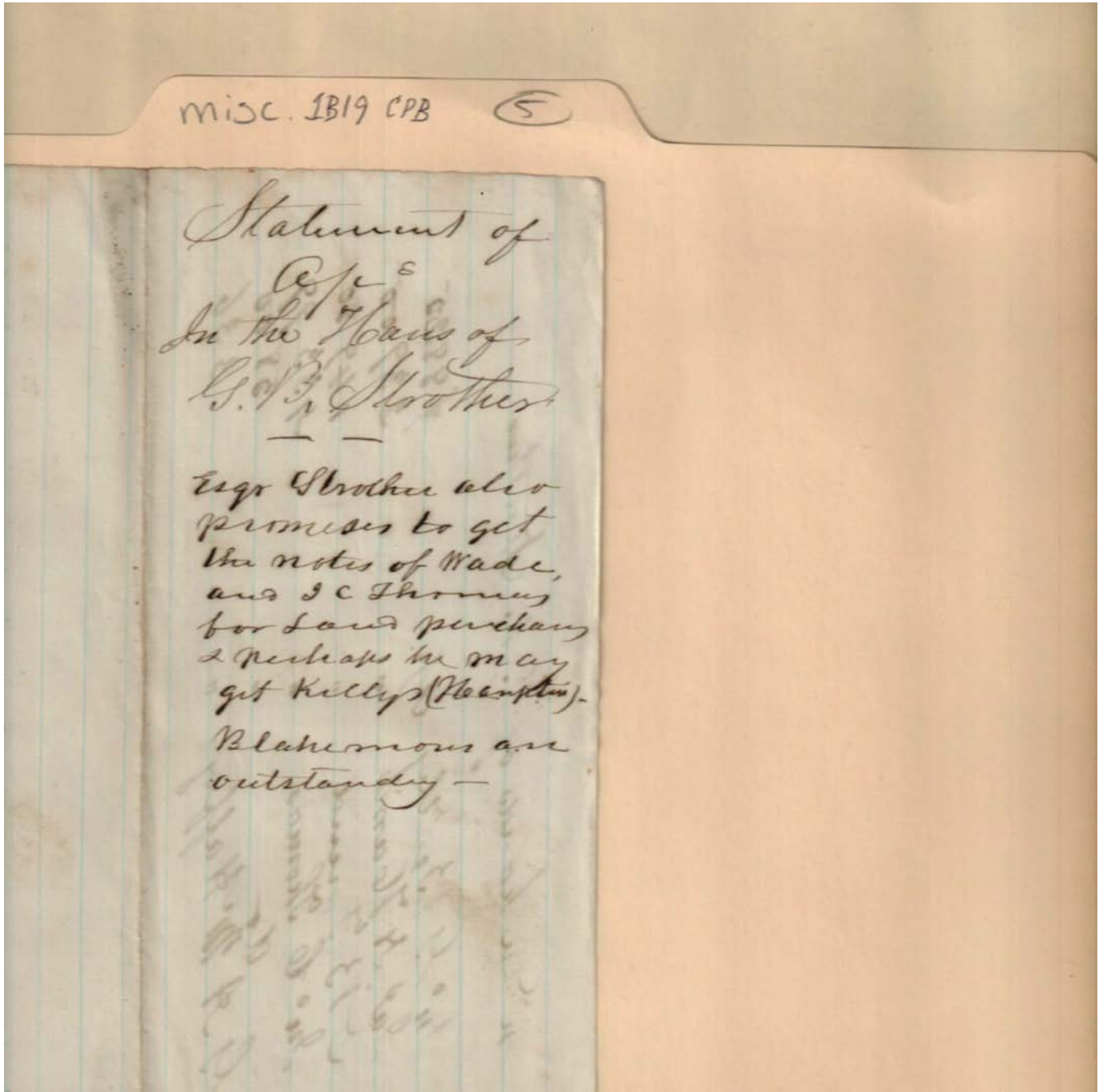
McHaffey, G. A.

Types:

account

Dates:

Nov 16



Names:

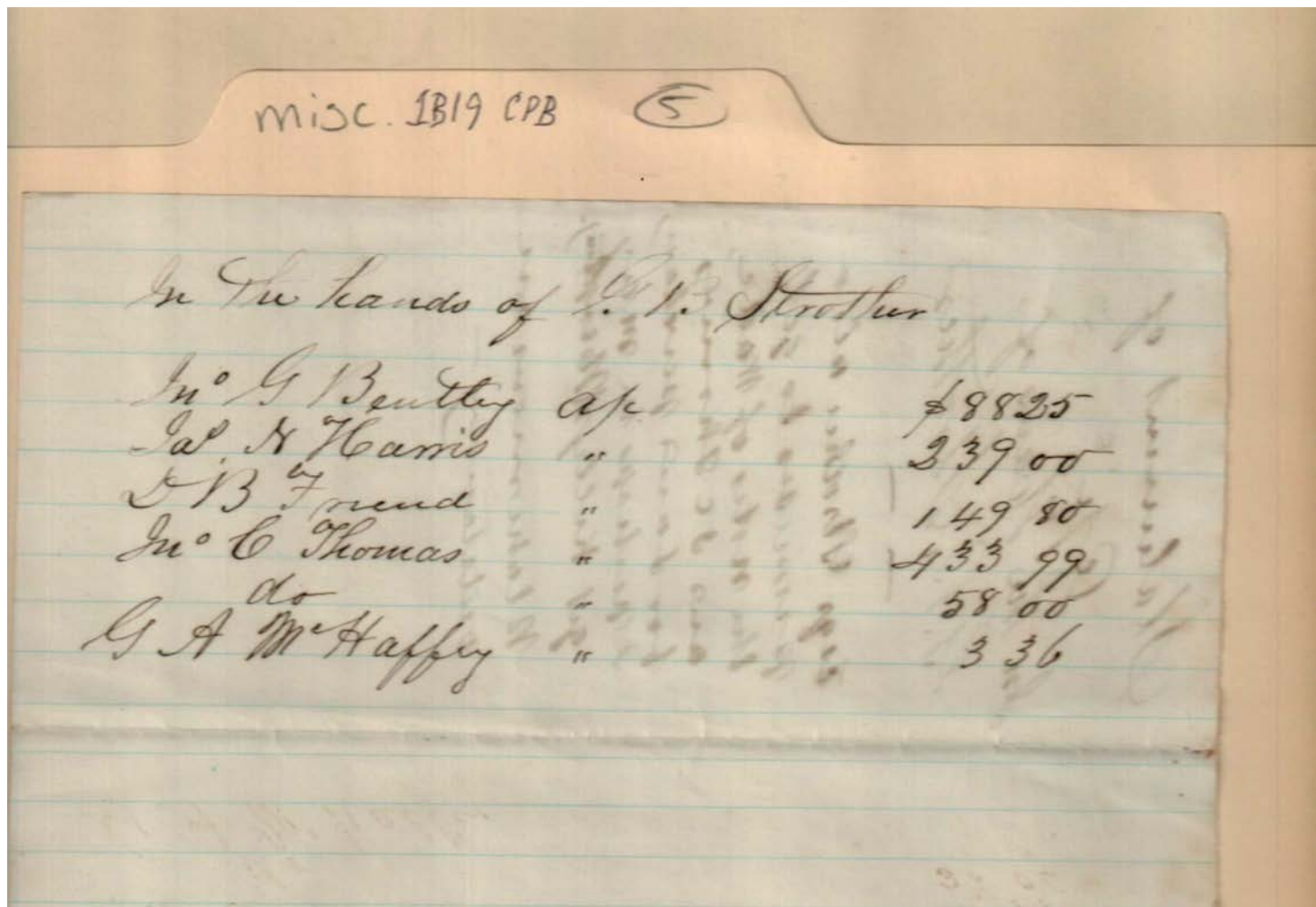
Blakemore,
Kelly,

Strother, G. B.
Thomas, J. C.

Wade,

Types:

account



Names:

Bentley, John G.
Friend, D. B.

Harris, James N.
McHaffey, G. A.

Strother, G. B.
Thomas, John C.

Types:

account

MISC. 1819 CPB (5)

Cpl Jos Taylor			
Crib No 1	measured		95 ^{lbs}
Crib No 2			49
How got corn			
Taylor	14 1/2		
Thompson	25 ^{lbs}		
God all leading	21 ^{lbs}	den	4 ^{lbs}
Grigsby	12		
Shelby 2 1/2 (2) (50) 40 (3)	105	den	15 ^{lbs}
Delony	19	den	31 ^{lbs}
Nees got up to each	5. 00		
John B Eldridge out of Bibb	10,		
Bibb entitled of it hands			
out to	50		
Partly 70 Bells in Delony crib			
" 30 " " Nees crib			
" 70 " " Bibb crib			

Names:

Bibb,
Deloney,
Eldridge, John B.

Grigsby,
McCaffey, G. A.
Nees,

Shelby,
Taylor,
Taylor, Joseph, Col.

Thompson,

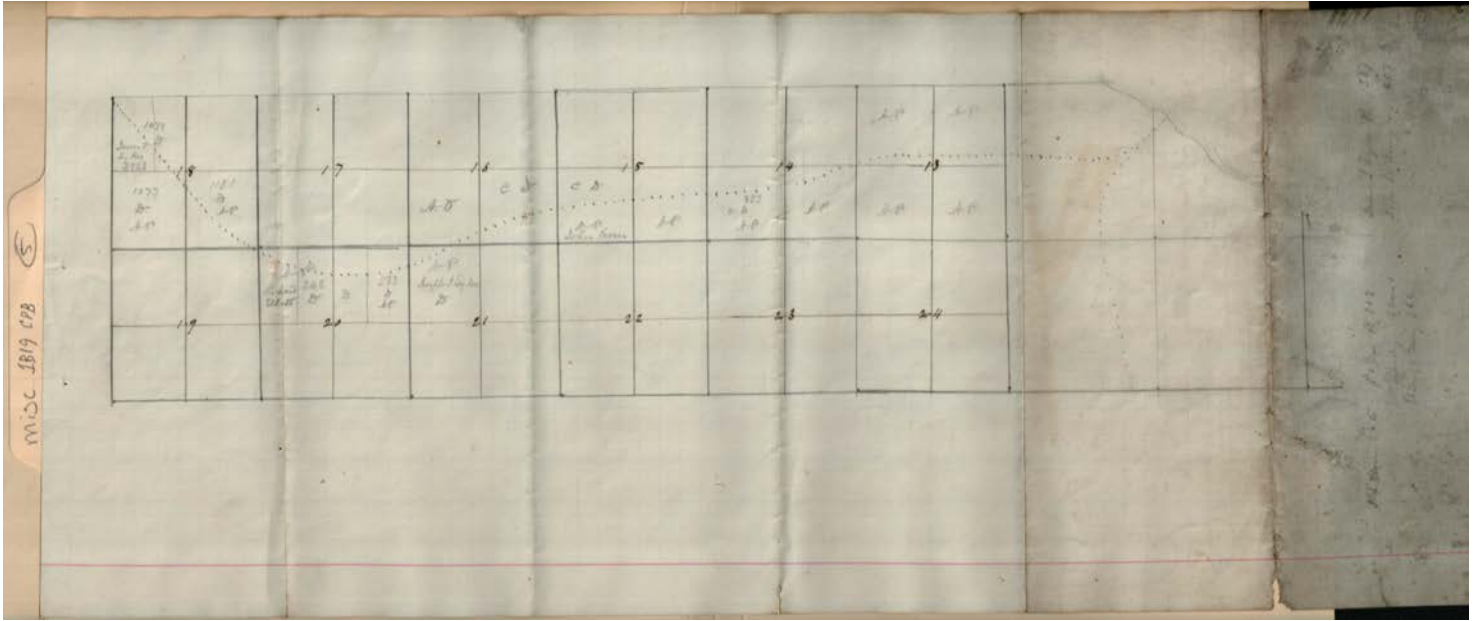
Types:

list

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 19, Folder 5

Legal and court documents, undated (5 of 7)

Image 12 r01b19-05-000-0026 [Contents](#) [Index](#) [About](#)



Names:

Ellett, Richard

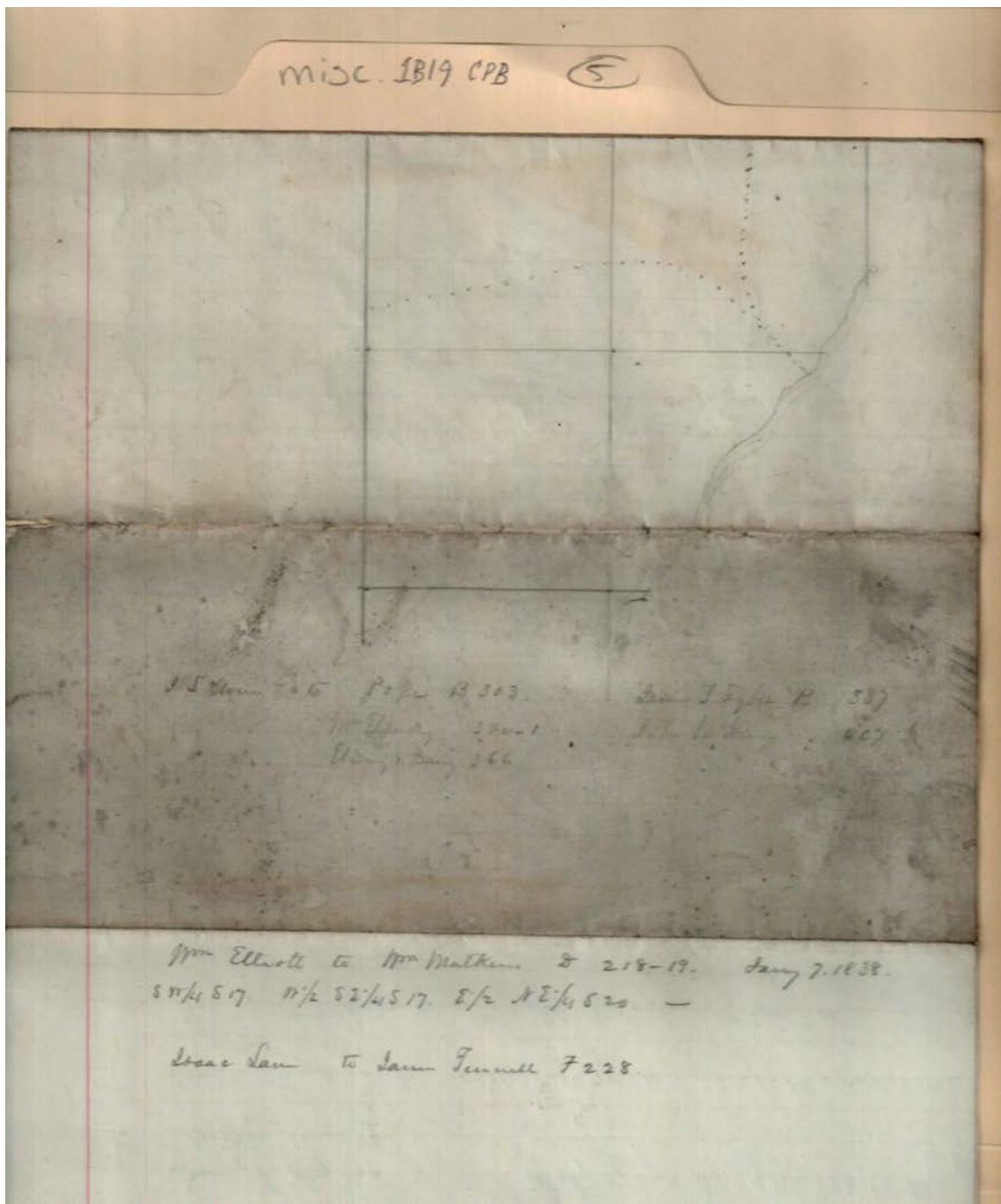
Owen, John

Sykes, James T.

Sykes, Joseph J.

Types:

plat



Names:

Elliott, William
Fennell, James

King, John W.
Lam, Isaac

Owen, J. L.
Sykes, James T.

Watkins, William

Types:

plat

property description

Dates:

Jan 7, 1838

MISC. 1819 CPB (5)

W. W. Rhodes	6. 554. 507 509.	July 8/34.	X 8/4 S 14
Wm Sykes	649. 72		
J. T. Sykes	65056. 7		
Joseph Sykes	6. 507-67		
J. C. Wood	" 508	c 508. July 7/34.	X 8/4 S 14.
Thos Lile	" 504		
James Fennell	" 678. 9		
W. Dancy	511		

Thos Lile to J. C. Wood July 7/34-1850. X 8/4 S 18. 521-22
for the term of fifty years and so long thereafter as the charter
shall continue.

James J. Sykes to " July 8/34 B1. X 11/4 S 18 c 505
for the term 4c.

Joseph Sykes to " c 507. July 7/34 S 21-18. for the term 4c

Henry W. Rhodes to " July 8/34 X 8/4 S 18 "

Wm Dancy to " July 8/34 lot 72 1c

Names:

Dancey, William
Lile, Thomas

Rhodes, Henry W.
Sykes, James T.

Sykes, Joseph
Sykes, William

Wood, J. C.

Types:

property description

Dates:

1834

misc. 1819 CPB (5)

Misc. letter of 27th March 1888 to J. Williams.

"I hope in the conversation between Johnston and yourself for assignment of his contract with Bean he told you what he understood the forfeiture clause ^{of the contract} to mean and what he understood the rights of himself and Bean to be - whether or not he understood that ~~the party~~ ^{the party} ~~ought~~ to pay the \$1000 in discharge of the contract?"

Was when Mr. Johnston on March 2nd without communication from Ward; and this letter was in reply to a letter from Mr. Williams, is it fair to characterize it as:

"a plain authoritative intimation of what that money was wanted from Williams?"

(Bean's attorney ^{was} expressed great horror at the idea of using a detainer. It is but natural for the detainer to feel indignation towards the detainer."

Does this imply of Mr. Johnston the language?

"Bean's 11th duty is an open draft on Mr. Williams. The attorney letter is the private instruction how to have it and Mr. Johnston's 2^d definition shows an implied adherence to instructions: - "It was my understanding that either party had the right under the contract to pay the other \$1000 in satisfaction and discharge of the same." - not a word as to Johnston's mounting."

"An answer to 12th duty Williams says you & I did (see such conversation with Johnston as the counsel had in his private letter expressed the hope he did have)"

"The answer was" Yes I did. Johnston stated that he had a contract with Bean for 20 acres of land

Names:

Bean,

Johnston,

Ward, F. P.

Williams,

Types:

law suit

Dates:

Mar 29, 1888

MISC. 1819 CPB (5)

lying East of my farm for which he was to pay
Beau \$1000 on the 31st day of December 1887 at
which time Beau was to make him a warranty
and for the same that if either party failed
in his part of the contract he forfeited to
the other \$1000.

The language of the contract is:
"It is agreed that either party failing
to keep or fulfill his part of this agreement
shall forfeit the sum of \$1000 to the other
party."

Was the difference Mr's report of testimony's
statement of the contract and the language
of it justifying the charge:
"Mr testimony was exactly what Beau's
counsel had instructed him was hoped for.
"Witness simply uttered the statement that
was read, read and furnished to him
by Beau's counsel"?

Is it not an admission that the contract
expressed the understanding contended for?
"and before he testified to that effect
he had been paid 1000 by Beau's local
attorney at Holton Virginia."

Mr testified that he received no payment
or promise from Beau. They do not
examine Skeggs or the Holton attorney, nor
cross examine Beau. What makes it evident
that this money came from Beau?

Names:

Bean,

Holton,

Johnson,

Skeggs,

Types:

law suit

MISC. 1819 CPB (5)

They say that Skeggs would not have paid out 1000 money for the chance of receiving it back from Bean.

It is in evidence that, after ascertaining that Mrs assignment to Jordan was without consideration, Skeggs proposed to buy out both Williams and Bean.

No effort is made to disprove this purpose by examining Bean or Skeggs etc such effort.

During the form of the Deceptive Broom Miller speculations were indulged in than Skeggs effort to buy out Bean and Williams - knowing that

Names:

Bean,

Jordan,

Skeggs,

Williams,

Types:

law suit

Misc. 1819 CPB (5)

Temptation to debtor and creditor.
to debtor - to creditor.

Prevision to guard against temptation
for debtor - for creditor.

Which has yielded
Debtor?

Range of examination. result of it. appropriation
of every dollar with \$450 borrowed to his debt, and nothing
devoted to his own use. page 44 4774 during 1890
debt of 2337. to 1767. Merit 1125 to 4, cotton and
page 1124 in cotton. collect on collectance 576 and
page 877. White House, 9 1/2 cent. collect.
Money of Penn 72 Mo

Auditor.

Affair.

Every. best in attempt. ability to pay, danger return of good.
deficiency. ignorance of fraudulent assignment. duty signing.
Self interest shaking the existing balance. Moral Malice.
Defamation by deed. Street case.
Forgetfulness of consulting attorney.

Poverty and Riches. Peter 20 8. Sudden fall -
Oppression under form of law.
Damages.

Types:

legal note

MISC. 1819 CPB (5)

1. As to construction of the contract
Complainant says the forfeiture clause
"it is agreed that either party failing to
keep or fulfil his part of this agreement
shall forfeit the sum of \$1000 to the
other party." exactly fills the definition
of a penalty.
But Williams statement of Johnson's understand-
ing of the contract "that if either party failed
on his part of the contract he forfeited to the
other \$1000" makes the forfeiture clause liqui-
dated damages.
Can there be any difference in the meaning of
these two sentences? If as a statement of John-
son's understanding the language implies liquidated dam-
ages, must the same language imply the same
in the contract?
3. Intention of the parties.
Complainant says "it never entered into the
mind of man to serve to himself, by contract
in writing, the ownership of 19 acres of land
on the payment of \$950, or pay \$1000 to the
seller for keeping it."
Why does he not suggest some motive
for putting in the forfeiture clause at all?
Bean explains it. He refused to enter into
an unconditional contract to sell for \$950
at that price, because the land could not
depreciate more than \$1000, but might appreciate
greatly more. And to equalize the risk each agreed
to reserve the right to cancel the contract by the
payment of an agreed forfeiture. What other purpose
could the forfeiture clause serve except to equalize

Names:

Bean,

Johnson,

Williams,

Types:

law suit

misc. 1819 CPB (5)

the risk between appreciation and depreciation
which party gave security for the perfection.
"Why not give note and take title bond as before
if it was not an alternative contract?" And why
not plant out his orchard without equity to pay and
get title. Commentator should suggest some
reason for the perfection claim arose but with his
construction.

Commentator says "the only fair understanding between
them [Harris and Bean] was to sign a contract in
terms exactly similar to the ^{former} contract with
Estlin. They signed exactly what they intended
to sign, and there was no formal agreement
between them." He ignores Bean's testimony that
they concurred in construction of the contract
at the time of signing, his corroboration by John
that something was said about the terms of
the contract, and by John's admission that such
was his construction, but he has no recollection
or recollection of agreeing with Bean.

He allows one negative witness to outweigh
a positive one corroborated by another, without
disputing that one is claimed to have been
said was true.

3. Consideration for assignment of contract.
In prose consideration he relies on Gordon
and Haines that the \$4000 paid for the
57 acres of land also paid for the contract,
ignoring the contradiction of Littlejohn
that after the deed for the land had
been signed, H & J asked them to take the
lease and contract of sale, which Haines
wishes time to consider, but on L's advice
concluded to take them, corroborated by date of

Names:

Bean,
Gordon,

Harris,
Johnson,

Williams,
Wilson,

Types:

law suit

MISC. 1819 CPB (5)

of entire sale of said. Mr. name of my-
father to examine bank books.

4. Mr. Equity not available to Bean.
Pomeroy's equity \$57.
3 Books

5. As pleading by Mr. [unclear] [unclear].
not necessary.
He is a party and claims the 1000 in cont.
Court will grant negative relief. submit
pleadings for affirmation relief.
but will grant negative when not affirmative.
By me or still.

6. Agency of H & L
"Mr. [unclear] says that the contract [unclear]
with Bean was never in either Harris or
Littlejohn's hands for sale. He does not
pretend that either one of them was
his agent as far as this contract and
this piece of land are concerned. There
is absolutely no proof that either Harris
or Littlejohn was interested in Gordon's
purchase of said contract of sale or having
any interest whatever in the result in
this suit."

Mr. [unclear] in [unclear]
75/475

Names:

Bean,
Gordon,

Harris,
Littlejohn,

Williams,

Types:

law suit

MISC. 1819 CPB (5)

What do these? 273.15 8 <hr/> 199520 21,8520, 2 <hr/> 43,7040 72840 1,8210 3642 <hr/> 53,1732	Darwin now 273.88 5317 <hr/> 326,32, money had to L.P. Walker who owns Darwin 7 ⁰⁰ <hr/> 22.50
187. 8 <hr/> 1096 21.92 3 65 33 91 33 18 26 <hr/> 26 67	187. 26.67 <hr/> 16367 163.67 <hr/> 489.99
	1191.59 5754 <hr/> 1132

Names:

Darwin,

Walker, L. P.

Types:

note

MISC. 1819 CPB (5)

Provender			
	620 ⁴ / ₅ oats @ 1.20.		20.80
	1600 ⁴ / ₅ hay @ 21	32.00	32.00
	10 Bu Sud corn @ 1.		10.00
	Sud for planting		2.50
	18 ¹ / ₄ bu Corn	1.35	24.60
	8 ¹ / ₁₀ " "	1.10	9.60
Sept 18	845 ⁴ / ₅ Hay.	16.90	16.90
30	22 ¹ / ₂ bu corn @ 1.35		30.04
Apr 11	Corn oats & hay		51.50
Apr 14	21 bu corn		28.35
	corn		45
May 1	Corn Filomed hay		68.58
1	2 bales hay & 3 Sacks corn		24.00
14	11 ¹ / ₂ bu corn @ 1.35		15.85
22	19 ² / ₅₀ " " @ 90		16.28
24	4 Hay		13.20
24	11 bu corn @ 1.35		14.85
25	4 Sacks oats		7.75
28	204 lbs @ 90		3.20
"	1 Load hay		10.00
Jun 1	440 ⁴ / ₅ corn @ 1.25 bu		10.45
2	Load hay		10.00
4	1 Bale hay		7.00
7	14 bu corn @ 90		12.60
18	18 " corn White		24.43
33	" " yellow		31.57

Names:
provender

Types:
list

MISC. 1819 CPB (5)

June 18	Hay & corn		13.88
	1 Load hay	corn	10.01
July 1	11 1/2 bu corn		15.52
14	21 bu corn	1.25	26.25
17	17 1/2 bu corn	1.30	22.75
			<hr/> 584.83
	Black Smithing	\$ 2.00	
	" "	20.00	
	Repairing plow	2.50	

Names:

provender

Types:

list

MISC. 1819 CPB (5)

Expenses for Labor

Planting cotton	\$ 12.25
Labor	1.75
"	3.00
Cotton Chopping	18.50
"	7.50
Cash for Labor	19.16
"	8.50
"	14.75
Labor	132.51
Planting cotton	19.50
	20.25
	248.02
	727.49

653.17
375.00
278.17

you will not
be up the stream

Names:

labor

Types:

expenses

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 19, Folder 5

Legal and court documents, undated (5 of 7)

Image 26 r01b19-05-000-0040 [Contents](#) [Index](#) [About](#)

Misc. 1819 CPB (5)

1	Mattie E. Bibb		473.28	
2	Int from July 12/75	+ 230.71	193.00	656.28
3	Maria L. Bibb		323.52	
4	Int	+ 23.09	125.14	448.66
5	Elba L. Bibb		363.50	
6	Int	+ 78.70	100.83	504.27
7	John Henry Bibb		292.45	
8	Int	- 20.04	113.08	405.53
9	Sallie K. Spragins		322.60	
10	Int	+ 21.76	124.74	447.54
11	Rebecca F. Bibb		142.60	
12	Int	- 334.22	55.14	197.74
13			5	2659.82
14	531.96	425.57		531.96
15	197.74	405.53		5
16	334.22	20.04		2127.86
17	20.04		656.28	425.57
18	350.26		425.57	
19		448.66	230.71	
20		504.27	448.66	407.24
21		425.57	425.57	425.57
22		78.70	23.09	21.77
23	230.71			
24	23.09			
25	78.70			Int B. 1092.55
26	21.76			
27	354.28			
28		9383.12		
29		2659.82		
30		12042.94		
31		6580.06	128	
32		5	5462.78	PP
33	12042.84		1092.55	
34	1092.55			
35	5	10950.29		
36		2190.05		

Names:

Bibb, Elba L.
Bibb, John Henry

Bibb, Maria L.
Bibb, Mattie E.

Bibb, Rebecca A.
Spragins, Sallie K.

Types:

account

Dates:

July 12, 1875

MISC. 1819 CPB (5)

The last will and testament of Oliver B. Warwick, deceased, who was not, at the time of his death, an inhabitant of this State, having been duly proved in the State of Texas, to-wit, in the County Court of Bexar County, State of Texas, and a copy of said will, and the probate thereof, certified by Frank McE. Newton, Clerk of said County Court of Bexar County, State of Texas, with the certificate of Peter Jones, the Judge of the County Court of Bexar County, State of Texas, that the attestation of said Clerk is genuine and by the proper officers, having been presented by Janie D. Jones, who is named as executrix of said will, it is ordered and adjudged that said certified copy of said will and the probate thereof be duly filed and recorded. It is further ordered and adjudged that said instrument be ~~and~~ and the same be duly admitted to probate as the last will and testament of said Oliver B.

Names:

Jones, Janie D.

Warwick, Oliver B.

Places:

Bexar Co., TX

Types:

probate court

Dates:

c. 1900

MISC. 1819 CPB (5)

Warwick, deceased. It is further ordered
and adj. d. that letters testamentary as
said will issue to said Janie D. Jones, as
executrix of said will, without bond
said will exempting her from the duty
of giving bond a executrix.

Janie D. Jones
Warwick, Oliver B.

Names:

Jones, Janie D.

Warwick, Oliver B.

Places:

Bexar Co., TX

Types:

probate court

Dates:

c. 1900

misc. 1819 CPB (5)

Estimate for House for
by J. F. McDevitt & Co. Huntsville Ala

52 20 feet lumber to in- clude frame mather boarding sheathing &c @ 20	13163
7 m Shingles @ 67m	4559
700 feet flooring	3750
Framing & Raising house & porch	6750
Cutting on & drying mather boarding	3500
" " Shingles & sheathing	2500
Cornices	6200
Laying floors	1400
Wash track	1320
2 Sash doors frame	2200
1 inside door frame	1000
4 window frames & Sash	4000
1 Mantle piece	1500
Glaz	1950
Chimney	6500
Pillars	2500
Painting & glazing & coat wood	10500
Plastering 2 coat wood	10620
Steps to Porch	1000
Prize	1500
Puttering	3500
Hardware, Nails & hinges &c	3000
	<u>88803</u>
	<u>791803</u>

Names:

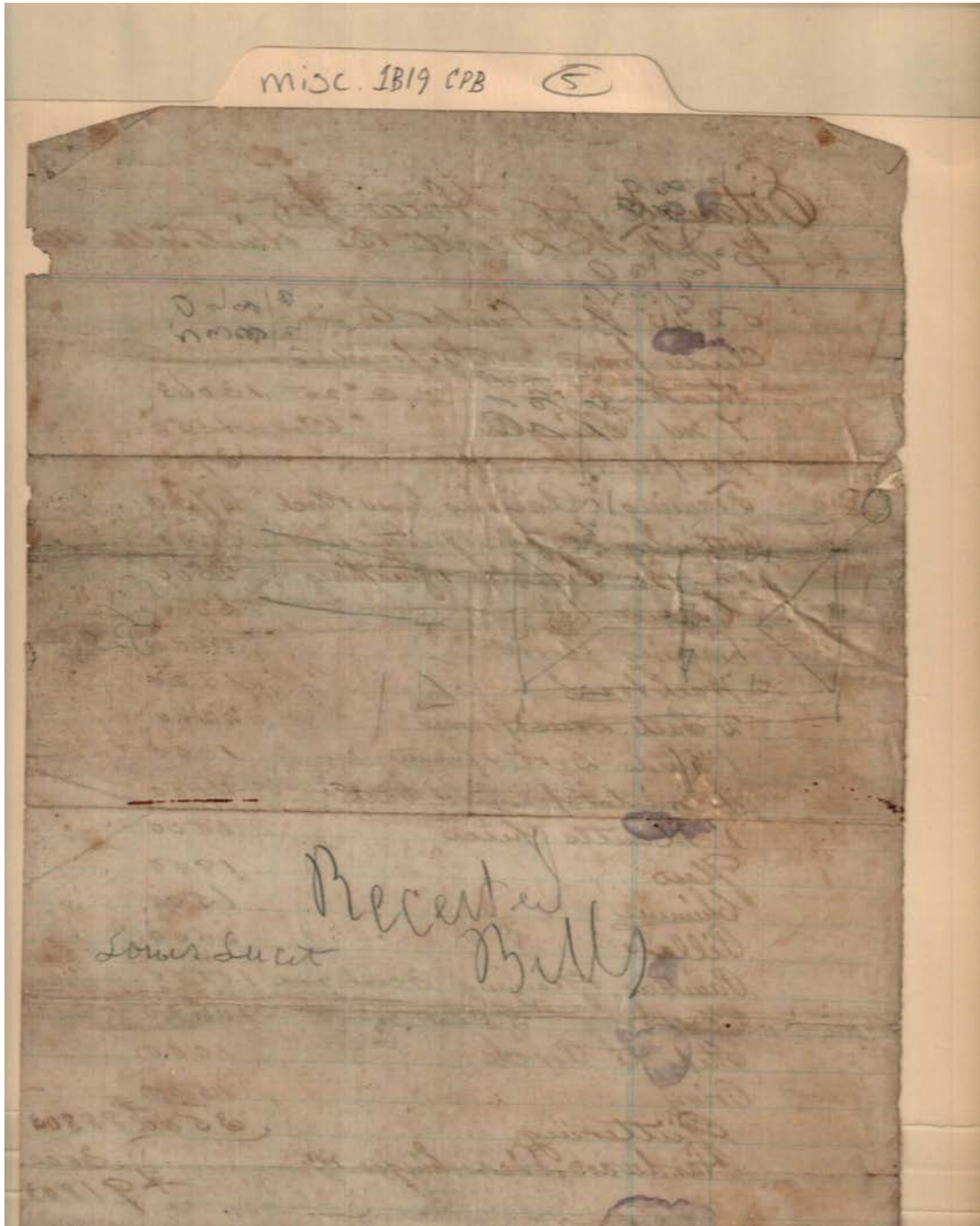
McDevitt, J. F. & Co.

Places:

Huntsville, AL

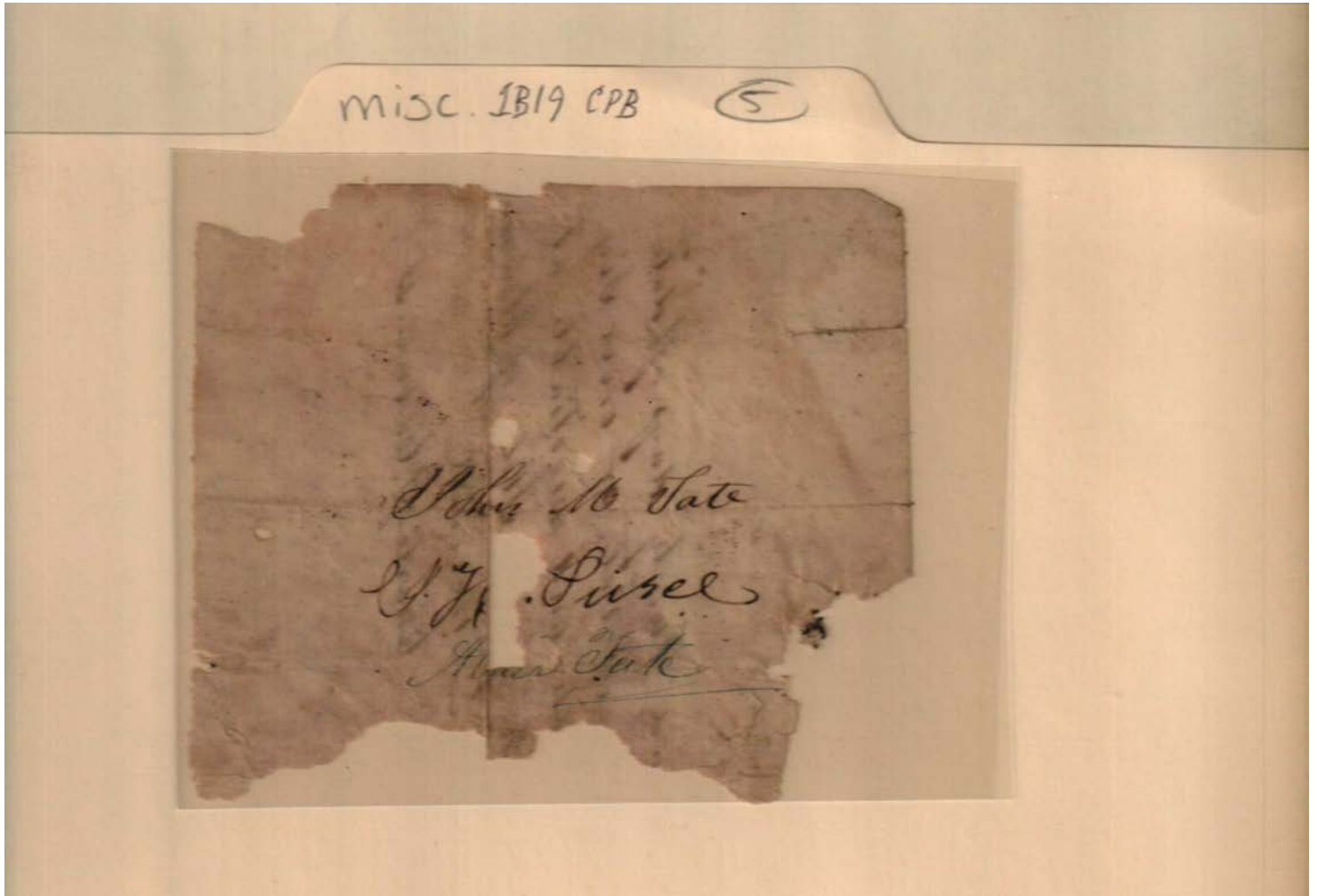
Types:

estimate



Names:
bills

Types:
memo

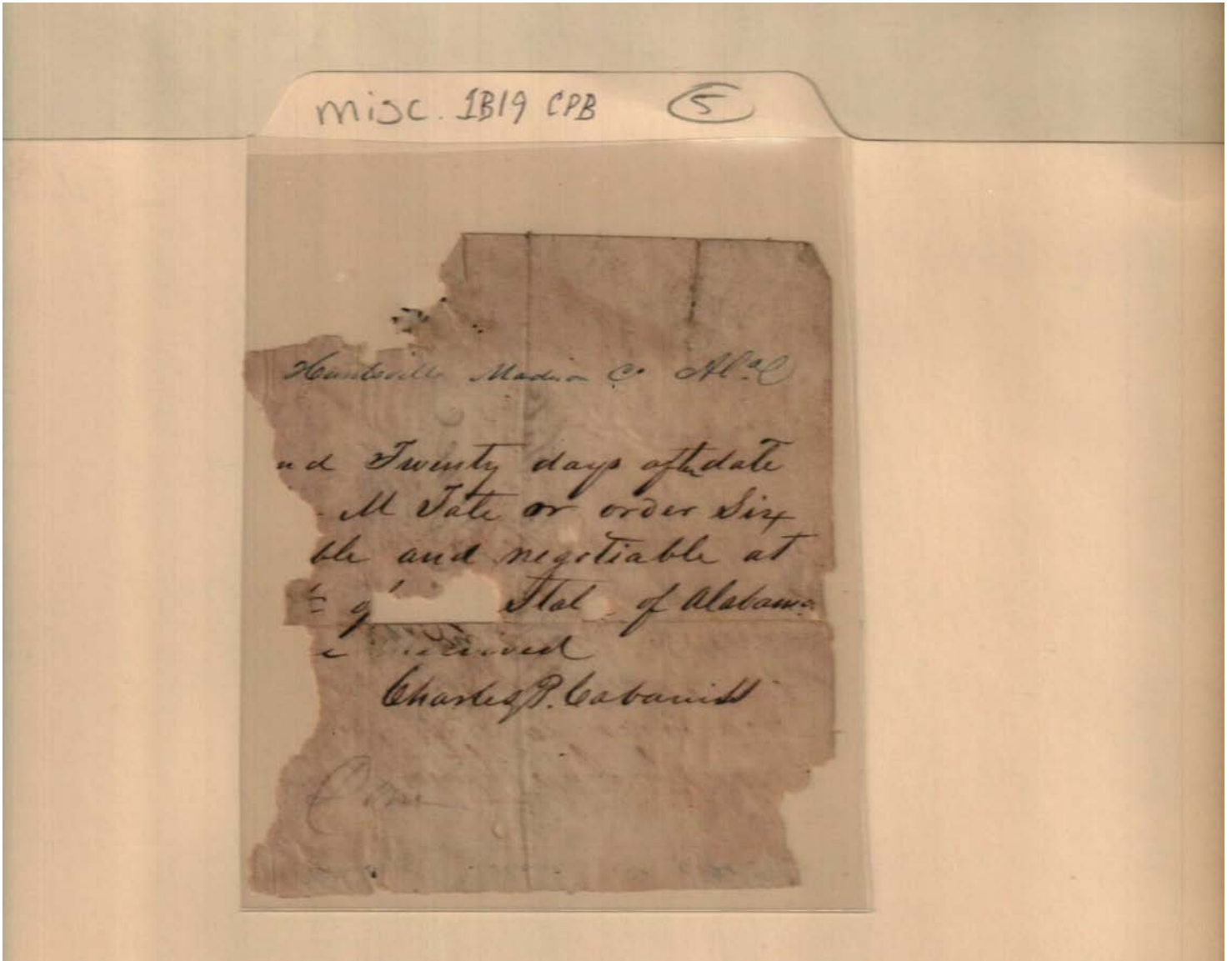


Names:

Tate, John M.

Types:

memo



Names:

Cabaniss, Charles P.

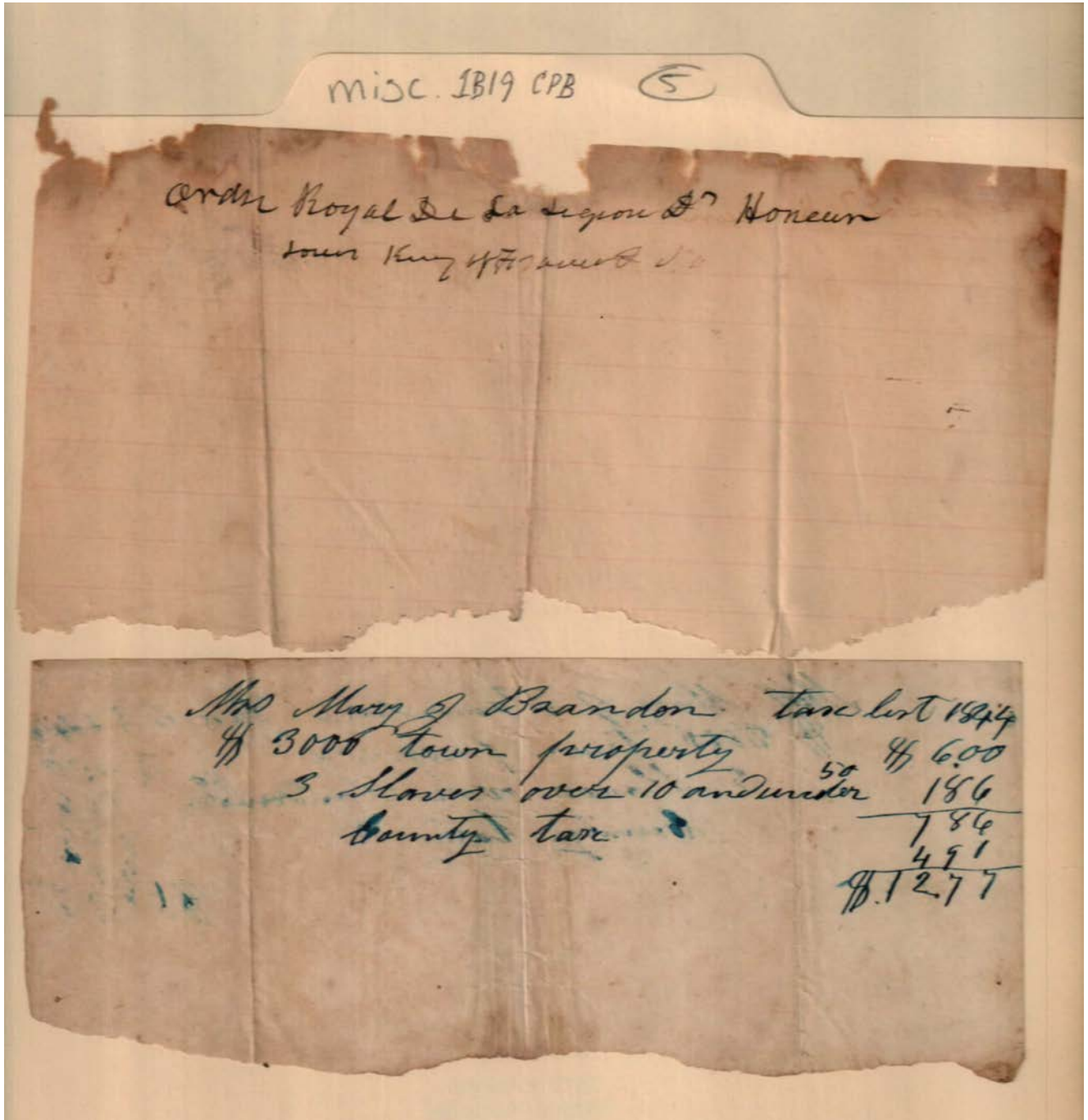
Tate, John M.

Places:

Madison Co., AL

Types:

note



Names:

Brandon, Mary J.

Types:

taxes

2

Dear Brickell -

Pardon me for troubling you further as to the most proper proceeding to effect an unquestionable value sale of the Jasper Jones house & lot at Scottsboro with as little delay as may be practicable.

The property is not rented. Mrs. Jones is living here - a purchaser at a fair price can be obtained now if a good title can be obtained soon.

Robinson & Brown who are to conduct the proceeding & desire my concurrence in it, suggest the delay of a proceeding in Ch. till the certainty of a court in July, & shortness of the term 13 days -

Mrs. J, who is same & guardian has made a settlement of her ac-

count value as she informs me, but it can hardly be a final settlement - there is no other real estate its value is less than \$2000 - the personal assets do not exceed \$1500 - No domestic support -

no time has been set apart or applied for as yet - No outstanding debts against estate - No applications made for divorce -

It is proposed that proceeding be instituted under sec 2795 of Code by guardian to sell the interest of ward - that Mr. Warwick buy the interest, and that he and the widow then convey to a gentleman who is willing to buy if he can obtain a good title -

I am not aware of any decision

MISC. 1819 CPB
5

Names:

Brickell,	Jones, Mrs.	Warwick,
Jones, Jasper	Robinson & Brown	

Places:

Scottsboro


Types:

legal correspondence

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 19, Folder 5

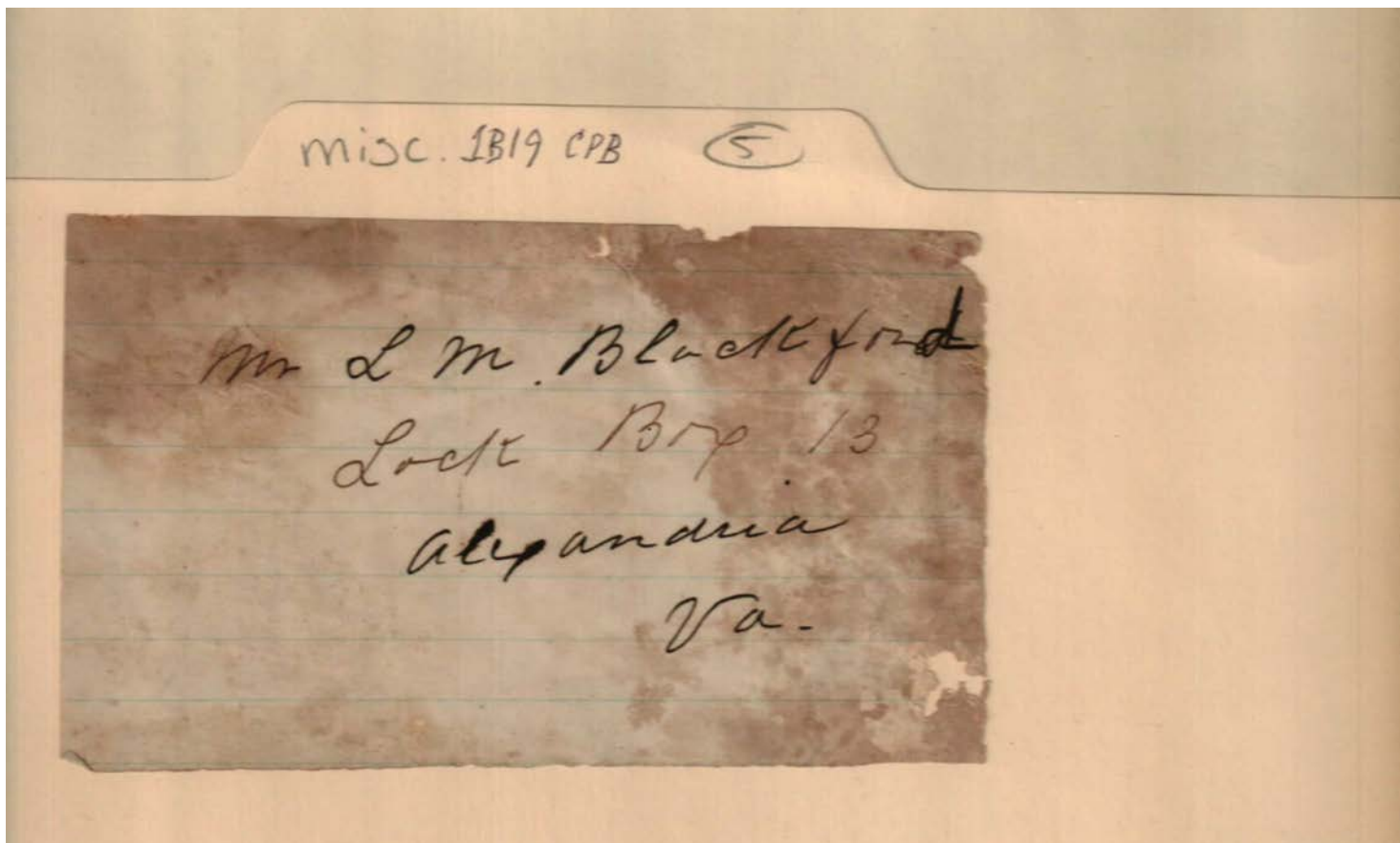
Legal and court documents, undated (5 of 7)

Image 35 r01b19-05-000-0049 [Contents](#) [Index](#) [About](#)

 r01b19-05-000-0049

Types:

legal correspondence



Names:

Blackford, L. M.

Places:

Alexandria, VA

Types:

Address

MISC. 1819 CPB (5)

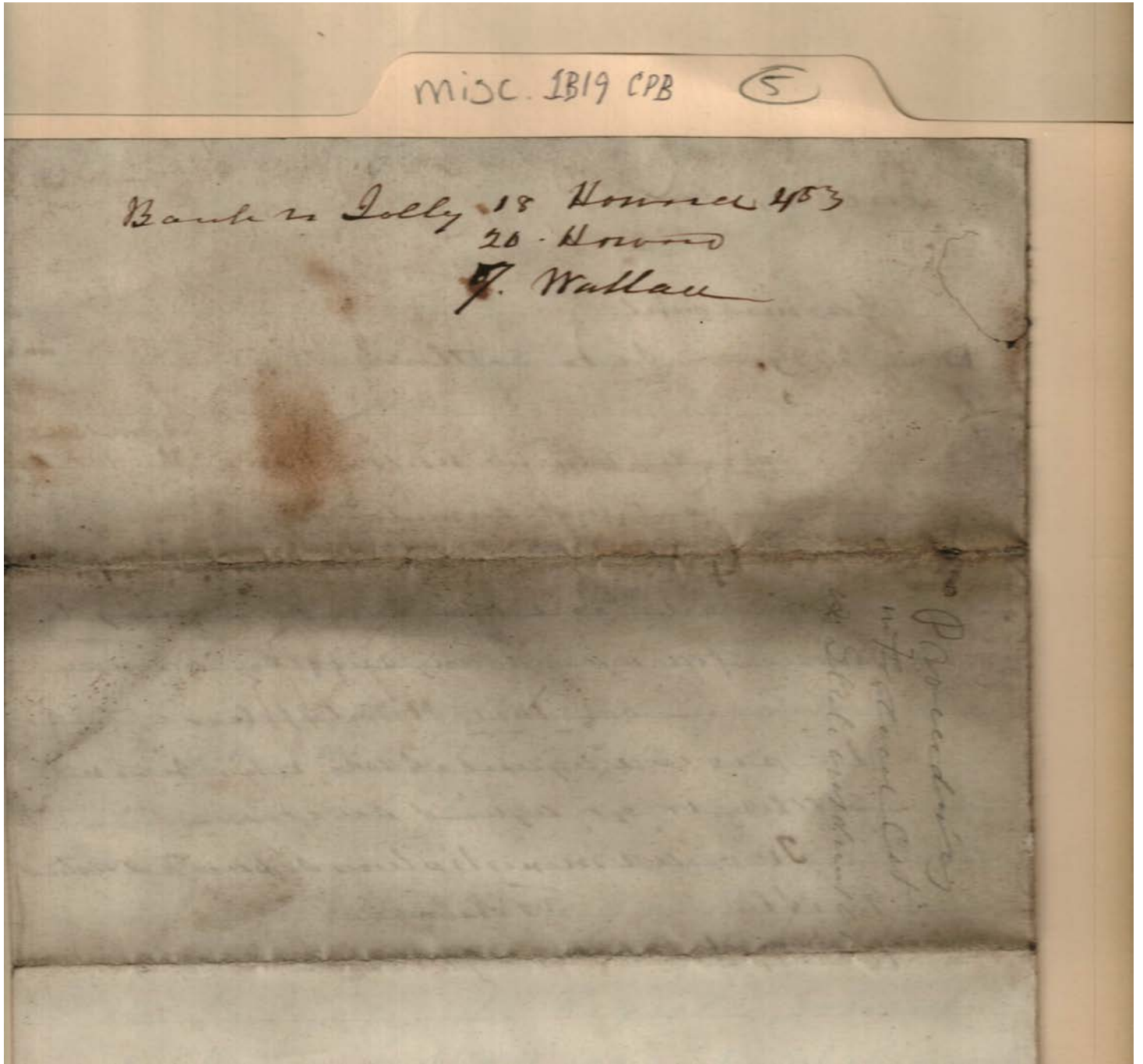
Deeds vs
garnishment
2279. As to settlements
Executors returned nulla bona. ^{Account sent to} the heirs
Is it not cumulative
When action is commenced - same may be
prosecuted against any succeeding admin-
Robinson says that Plaintiff has option
to proceed against same who has not
settled or go against successor.
Two administrations separate & distinct
4. Ala vs Helm,
6. " Land vs Gardner

Names:

garnishment

Types:

legal note



Names:

Howard,

Jolly,

Wallace,

Types:

memo

misc. 1819 CPB (5)

An appeal or writ of error may be sued out by or against an ecclesiastic
de bonis non - 17 Petrus Taylor & Bonhe

2 All issues questions, points and matters stated in writing under Rule 11 of the general order in bankruptcy or under the 14th section, or under the 6th (6th) section of the Act, or as a condition to form 50, or adjourned into court for decision, or stated in a special case for the opinion of the court, shall be certified to the Judge by the Register, which certificate shall also be state briefly the opinion of the Register on the issue question point or matter and shall be delivered or sent to the Clerk - and no oral or written argument shall be allowed on any such question, unless by special leave of the Court.

1 All questions for trial or hearing under sections 31 & 34 of the act, and all questions under section 41 of the act which are not ordered to be tried by a jury shall be brought on upon testimony taken before the Register to whom the case was referred -

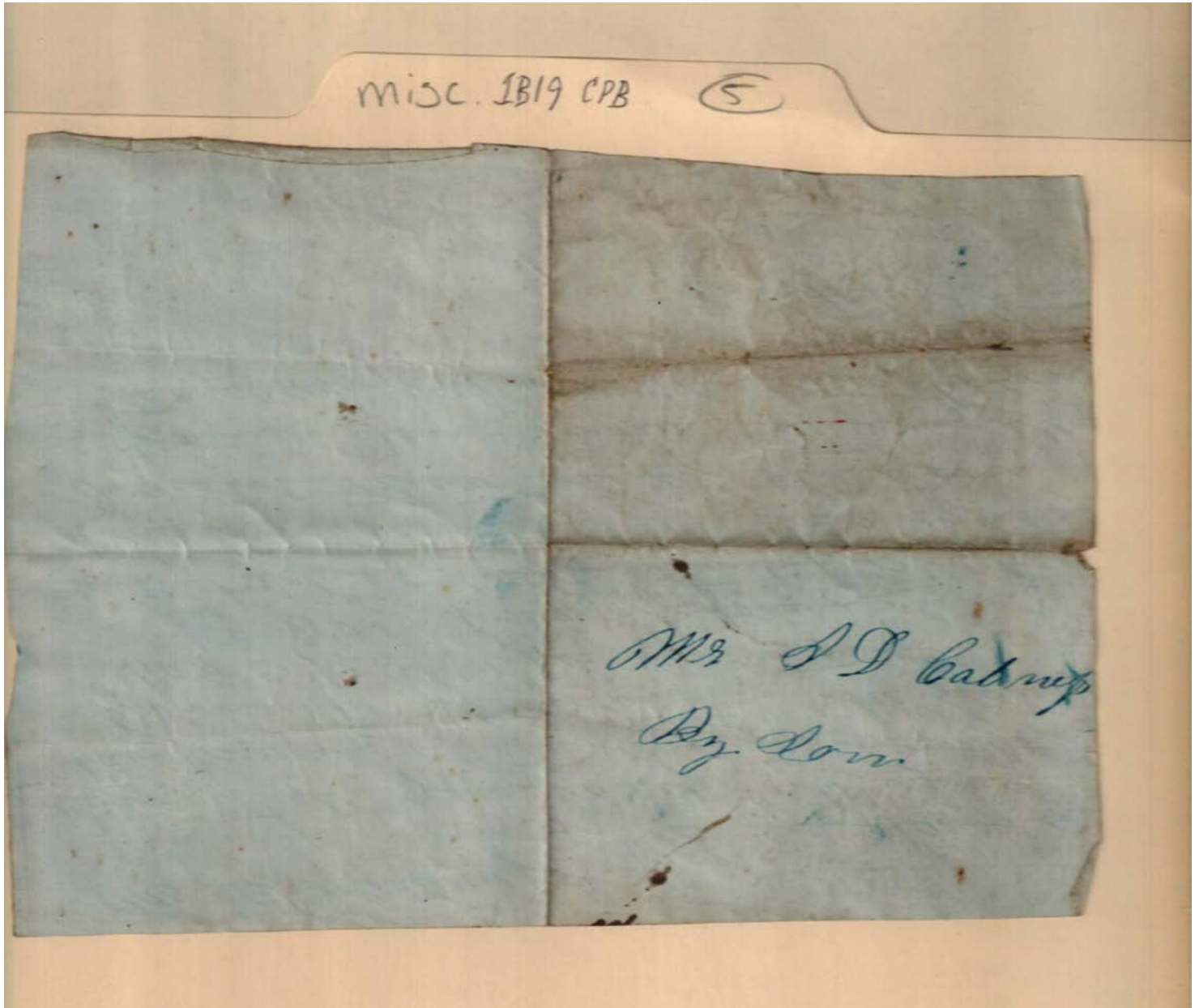
Types:

legal statement

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 19, Folder 5

Legal and court documents, undated (5 of 7)

Image 40 r01b19-05-000-0055 [Contents](#) [Index](#) [About](#)



Names:

Cabaniss, S. D.

Types:

memo

MISC. 1819 CPB (5)

Mr. S. D. Cabaniss Dear Sir Sam
says that you wanted to know
how many. Cato Smith has had
from the plantation he has
had 8925 lbs of Cato
300 lbs of fodder
& 5 barrels of Corn at 150cts per barrel
& he has taken off 36 bales of cotton
I expect that it is all gone
from Ten' River it has been
two weeks since it left the gin
Yours &
John Eaton

Names:

, Sam

Cabaniss, S. D.

Eaton, John

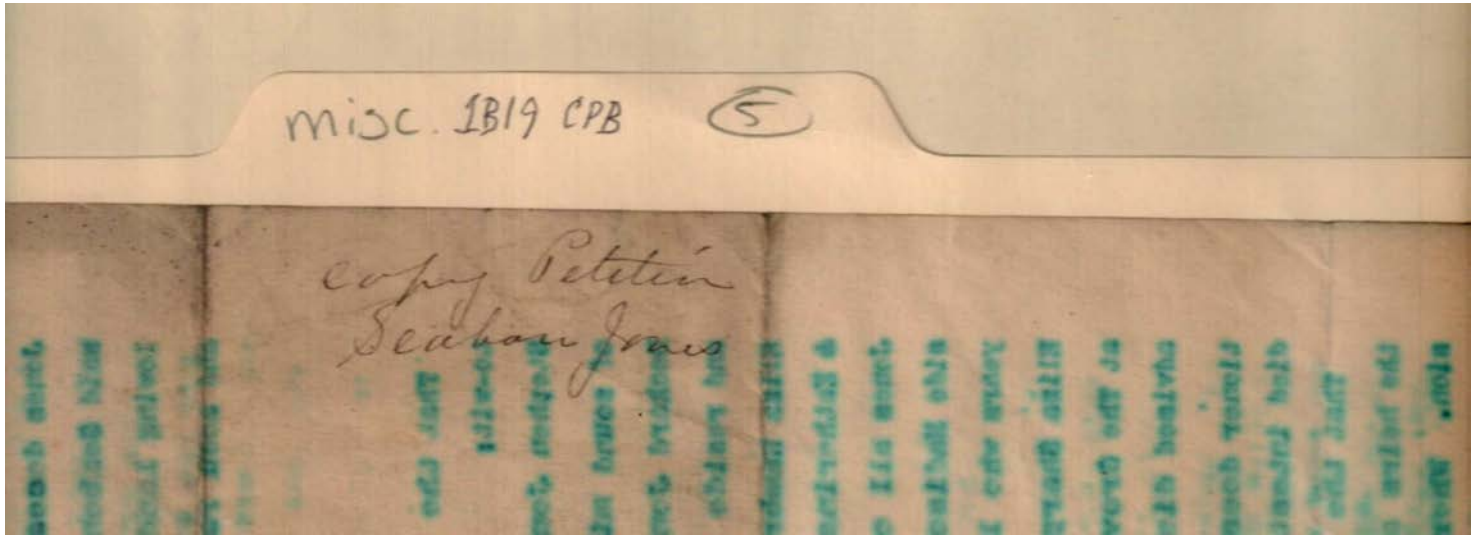
Types:

correspondence

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 19, Folder 5

Legal and court documents, undated (5 of 7)

Image 42 r01b19-05-000-0057 [Contents](#) [Index](#) [About](#)

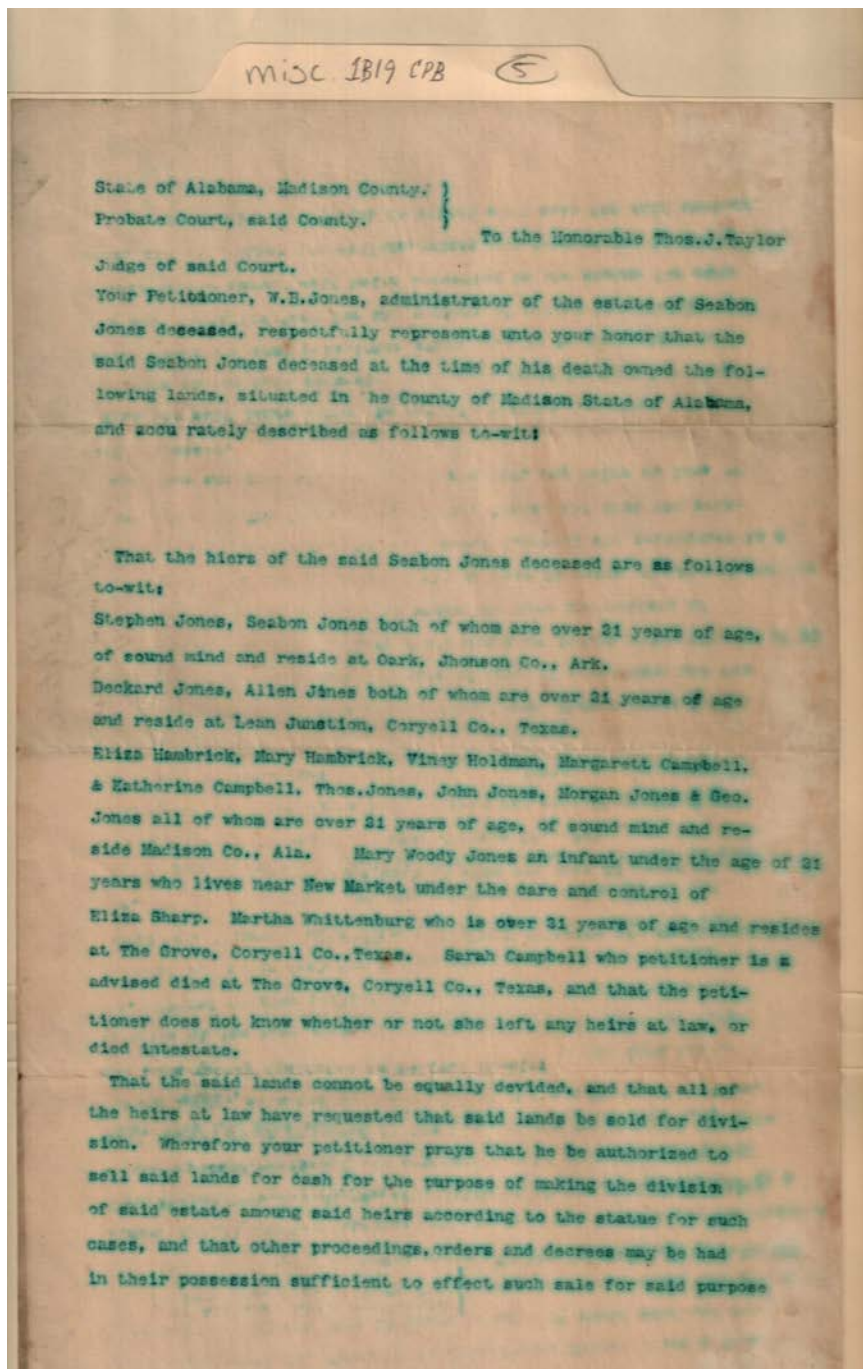


Names:

Jones, Seabon

Types:

petition



Names:

Campbell, Katherine
Campbell, Margaret
Campbell, Sarah
Hambrick, Eliza
Hambrick, Mary

Holdman, Viney
Jones, Allen
Jones, Deckard
Jones, George
Jones, John

Jones, Morgan
Jones, Seabon
Jones, Seabon (son)
Jones, Stephen
Jones, Thomas

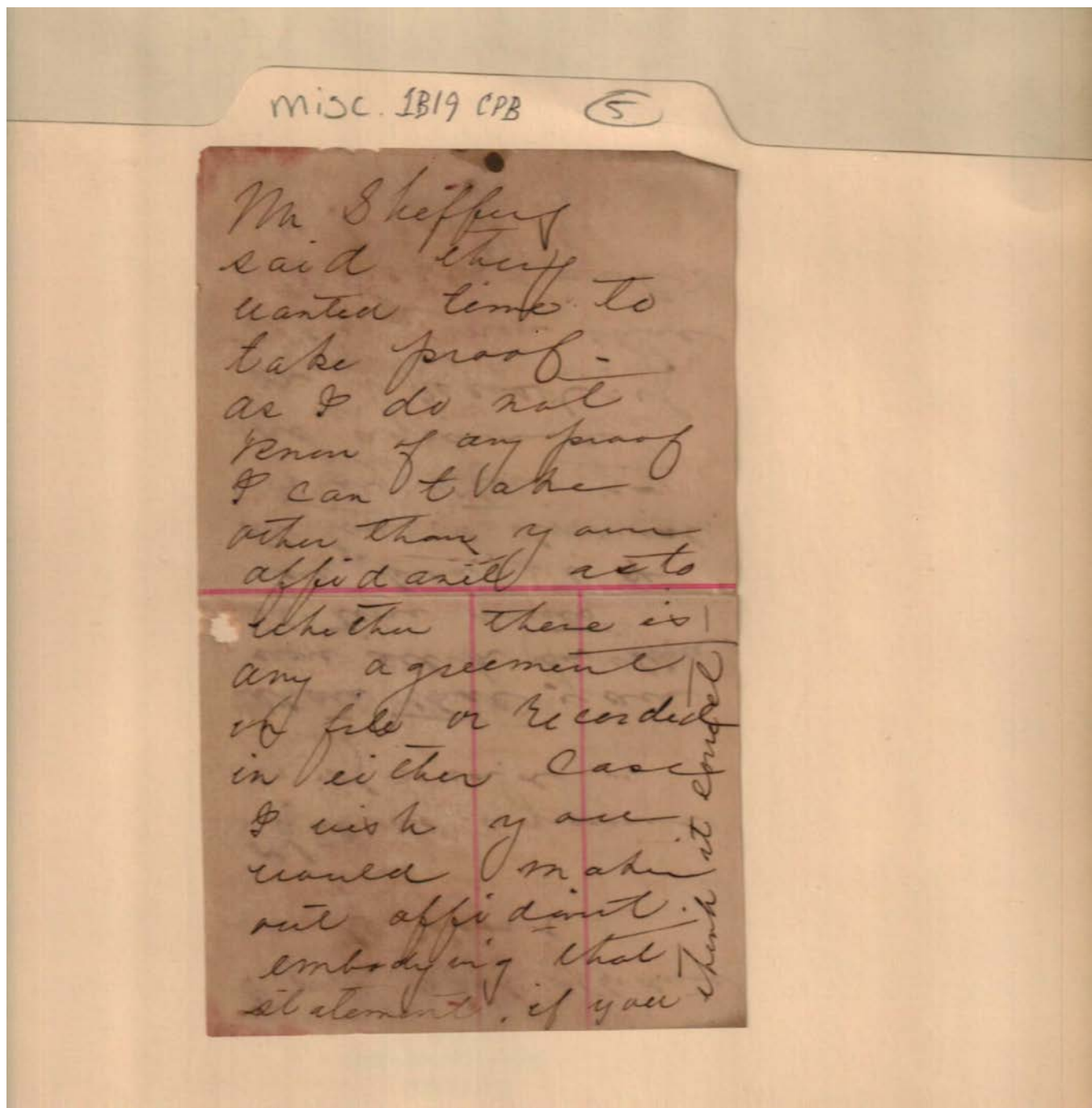
Jones, W. B.
Sharp, E
iza
Whittenburg, Martha

Places:

Madison Co., AL

Types:

petition

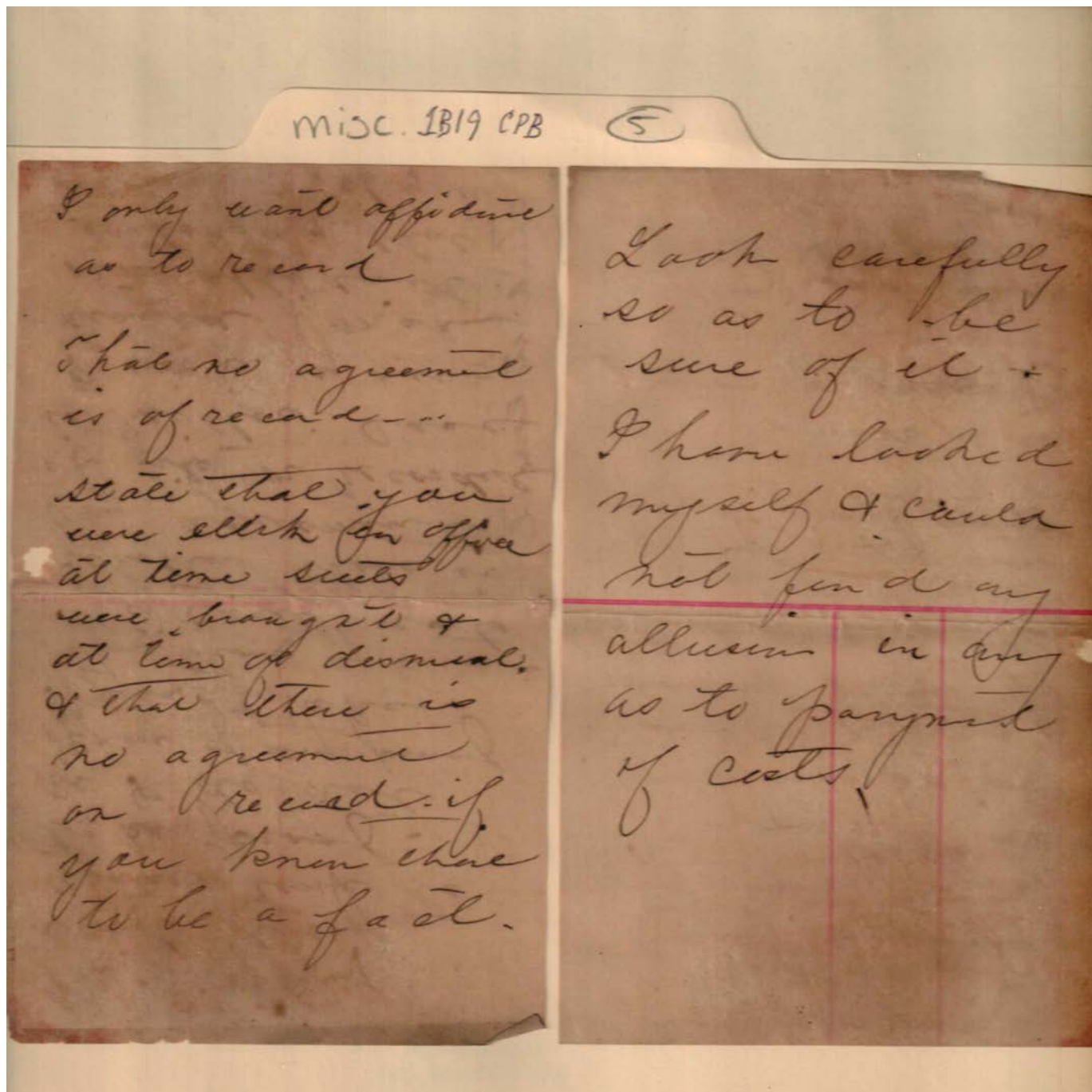


Names:

Sheffey,

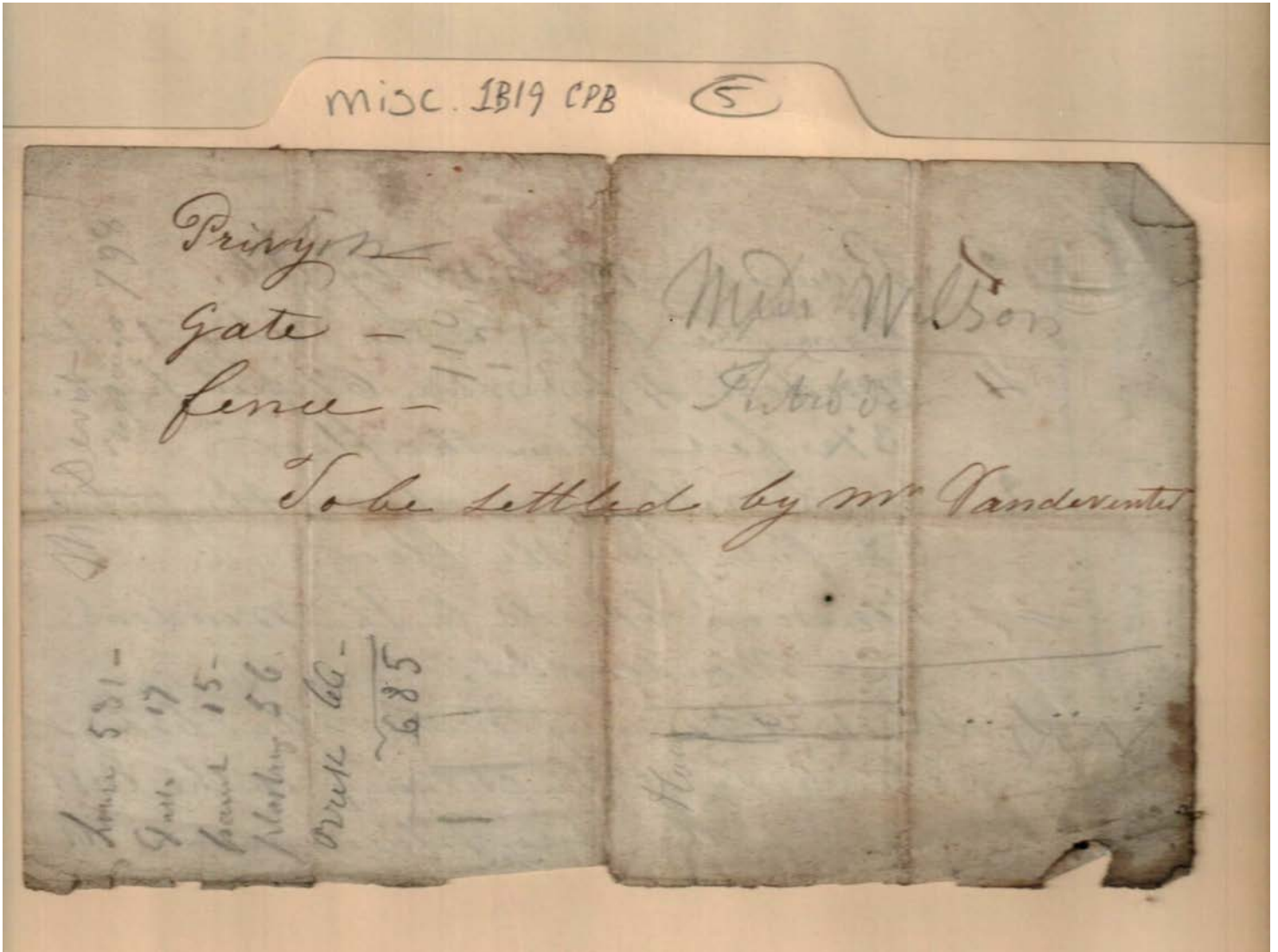
Types:

correspondence



Types:

correspondence

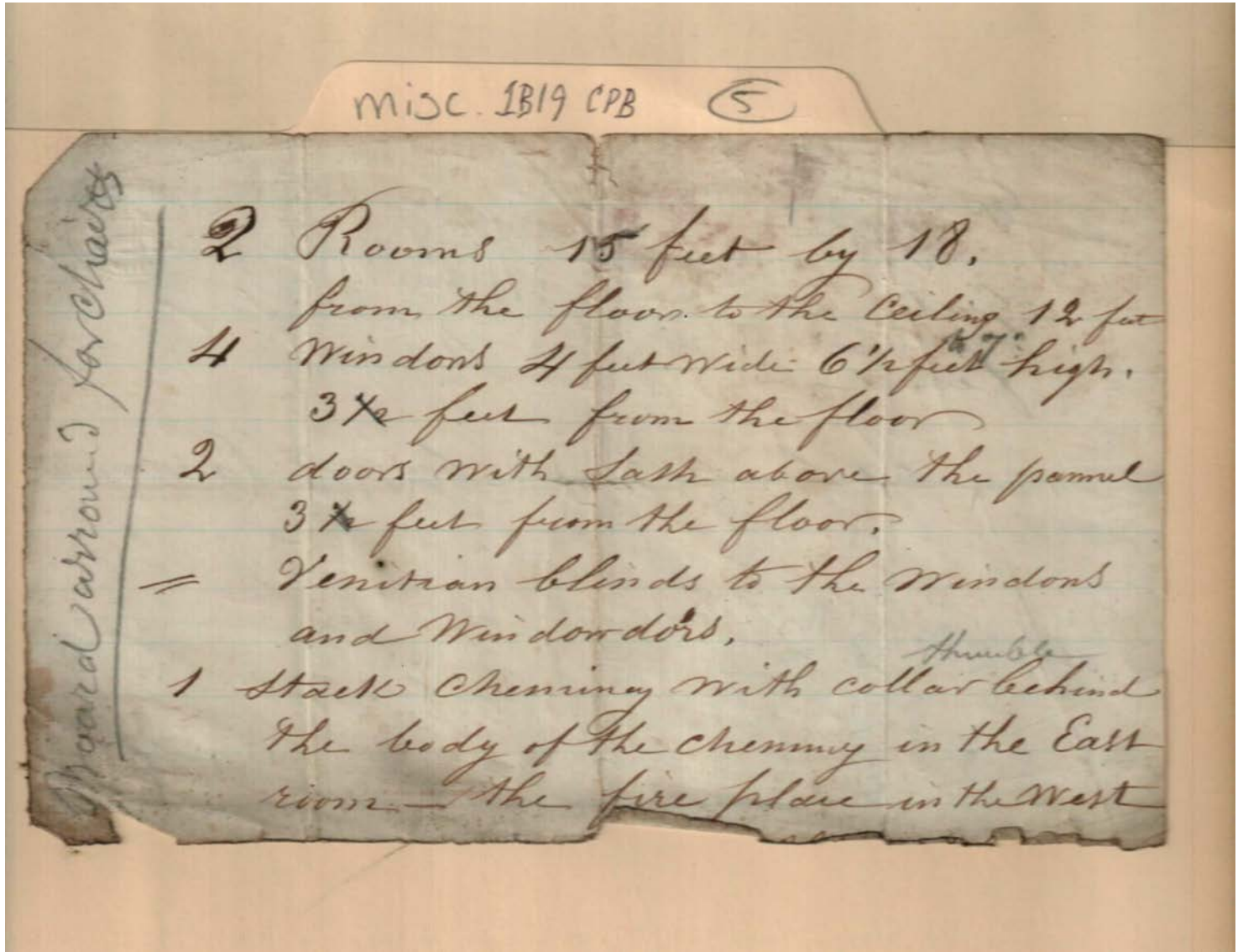


Names:

Vanderverter,

Types:

memo



Names:

building room in
house -

requirements

Types:

list

MISC. 1819 CPB (5)

Invoice in John Case

60	Per Karsers	8	0.00
5	Indy Stands	10	3.00
2	"	"	2.00
2	Geo. H. Bonds	2.50	5.00
5	C. Pencils	11	80
1	P. Kalam		22
5	10000 Keys	55	1.75
5	Small Holders	8	30
1	"		17
16	By L. Pencils	60	9.60
1	"		60
7	Geo. H. Bonds	50	4.50
2	Geo. H. Bonds	35	7.6
60	Yards	11	1.20
5	"	11	1.36
11	Perkins Pencils	55	2.20
2	"	60	1.00
2	"	139	2.00
3	"	32	3.00
5	"	135	2.90
5	"	75	1.50
3/4	Buttons		57
5	By L. Pencils	60	3.00
11	Pencils	5	58
5	10000 Keys	5	1.00
2	10000 Keys	35	1.11
3	Perkins Pencils	31	1.07
6	"	11	60
9	Perkins Pencils	4	36
4	10000 Keys	11	60
5	Perkins Pencils		

Names:
merchandise

Types:
invoice

misc. 1819 CPB (5)

Amby Roberts		
5	Chairs	72
1	Sett Stools	25
27	"	25
2	Box Sewing Machine	12.5
10	Sheets - Parchment Papers	4.50
3	Covers	7
1	Sett Ear bobs	65
2	W Pens	50
1	Fallet	35
1	Pair	50
1	Box of Buttons	09
6	Cuffs 150 to 100 to 100	7.12
17	Rings	1.00
1	Box of Cuffs	35
7	Oil Rollers	25
3	kg Catachism	30
2	" Primer	7
2	Primer	19
4	Papers	62
3	Albums	66
1	"	1.10
2	Hymns	79
1	"	1.12
1	"	92
1	Album	5.50
3	"	1.11
1	Portrait	1.30
2	Bibles	41
2	Hymns	15
3	C Books	93
1	Bible	41
5	Primer	5
1	Album	74
1	"	58
1	"	49
		57.2

Names:
merchandise

Types:
invoice

MISC. 1B19 CPB (5)

Aunt Port Jan

1	Book		1.10
1	album		1.28
1	Stymer		1.13
3	"	1.30	3.90
1	"		.55
1	album		.50
1	"		3.52
3	"	3.50	10.50
4	"	4.67	14.01
1	Roll Paper		1.60
	Sunday S. Cards		.75
1	Little People of the Seas		3.66
1	" " "		3.66
1	Tray Book		1.65
3	Bibles	.77	2.57
			1.10

Names:
merchandise

Types:
invoice

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 19, Folder 5

Legal and court documents, undated (5 of 7)

Image 51 r01b19-05-000-0066 [Contents](#) [Index](#) [About](#)

misc. 1819 CPB (5)

	546 69
Toothpicks	25
4 Bunches Paper 159	125
16 packs Card 307	480
1 lb 15 507	6
2 - do -	12
1 lb Paper	90
1 do	27
1 lb Card	37
198 8 lb Paper 107	88
170 4 lb Paper 1.27	616
822 3 lb do 1.92	672
178 7 lb do 1.70	1275
128 5 lb Paper	7
2853 3 lb Paper	775
4330 1 lb Paper	320
do	340
5 pack Envelopes 8 in	72
10 do 12	120
15 9 in do	190
10 do 23	230
Envelopes 10 pack 1.4	50
1/2 Rem paper	92
2 9 in paper	36
3 9 in do 17	85
10 do 17	170
1 Rem paper	185
15 9 in do 16	240
5 do 9	45
3 Rems 1.52	576
14 packs Envelopes 10	140
	63846

Names:
merchandise

Types:
invoice

misc. 1819 CPB (5)

	63846
20 grain paper 218	360
4 pack Envelopes 20	80
20 " 40	80
6 " 12	72
9 " 17	153
16 " 16	96
3 Rem paper 2495	1485
50 pack envelopes 194	950
4 writing books 55	220
16 pack envelopes 4	64
1 writing book	220
writing paper	6850
1 Crisp Book	214
Envelopes	6
D	270
D	100
50.00	400
1000 -	420
Envelopes	820
1 pen & putter	118
1 pen	27
1 " "	65
3 " "	36
1 putter	55
6 Buckets	3 -
8 Buckets 30	240
1 -	90
1	60
writing book	55
1 portfolio	137
2 Rem paper 20	44
4 rip sheets	48
8 brown books	25
1 Box Decimals	12
	78714

Names:
merchandise

Types:
invoice

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 19, Folder 5

Legal and court documents, undated (5 of 7)

Image 53 r01b19-05-000-0068 [Contents](#) [Index](#) [About](#)

MISC. 1819 CPB 5

1 lb. Pencils	787 14
2 Pencils 50	25
3 Pencils 50	160
100 Cigars	46
20 Shorter Blotting paper 7"	9 -
Platinum & Quills	140
24 Books	3496
2 Pen Ink 1/2 lb	250
3 lb Tobacco 50	46
1 Set Paper & Magazine	240
2 Chair	2 -
Musical	3 -
10 quills paper 207	150
10 Shorter blot paper 17"	2 -
2 lb Quills	170
1 Bill Head & envelope	268
10 quills paper	10 -
2 quills paper 1 lb	1 -
9 pictures 25	320
8 do 7	225
8 Shorter blot paper 12	56
8 do 167	96
3 quills gilt paper 1 lb	128
1 Water Proof & Mark paper & diff	480
1 Huletter 75 1/2 Sealers 25	115
100 Shorter Blot paper	3 -
1 75 1/2 Sealers 1 lb	150
12 lb Ink	235
Shorter Car	720
do	56 -
1 writing desk	450
3 paper files 107 2mb 124	5 -
2000 Cigars	55
125	100 -
	1825
	106960

Names:
merchandise

Types:
invoice

MISC. IB19 CPB (5)

	1069 50
1 Box Tobacco	25 -
5	15
5	5
5	12
1 Box Tobacco	10
12 - 607	720
6 - 60	360
4 - 60	240
6 papers	162
10 - 115	150
8 - 10	80
6 - 20	120
	115492
Other	108100
Outstanding	45
	135745

Names:
merchandise

Types:
invoice

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 19, Folder 5

Legal and court documents, undated (5 of 7)

Image 55 r01b19-05-000-0070 [Contents](#) [Index](#) [About](#)

misc. 1819 CPB 5

Deposition of W. P. Odum	page 36
" W. F. Esslinger	39
" Jeff Turt	40
" G. W. Jones	41
"	42
Agreement of Counsel	
Deposition of William Davis	42
" M. H. Hutchens	43
" M. H. Lane	44
" Robert Harrison	45
"	46
Deposition of Cornelius	46
Order of Court	47
Summons & Complaint	51
Amendment to Summons & Complaint	52
Judgment in Cause	53
Notes offered in Evidence	54-5
Letters offered in Evidence	55-
Note of States	59
" " Deposition	60
Agreement of Counsel	60-67
Opinion	67-68
Final Decree	69
Order of Court	69
Deposition of Robert Harrison	70

Names:

Dasvis, William
Dilworth, W. P.

Esslinger, W. F.
Harrison, Robert

Hutchens, M. H.
Jones, G. W.

Lane, M. H.
deposition list

Places:

circuit court

Types:

list

misc. 1819 CPB 5

Original Bill as Exhibit 4 thru	Pages 1-5
Demurrer	6-8
Motion to remove remaining into	9
affidavit that justice of law is not true	9
Amendment to C. Bill June 27, 1931	9
Motion to quash order Publicator	9
Deem on motion	10
Entire to Chas S. Buell	11-17
Ans of Chas S. Buell to Filp	17
Additional to Answers to	21
Interrogatories	22
Affidavit of Jim Wallace	22
Deem of Gertrude S. Buell	22
Deem on Demurrer	23
Amendment to Original Bill ^{Apr 27} / ₃₁	24
Deem to Amended Bill ^{5/23} / ₃₁	24
Deem on Amended	25
Ans of Chas S. Buell to Amended Bill	25
Ans of Gertrude S. Buell to Amended Bill	27
Motion to Strike - Filed June 16/31	29
Entire to Gertrude S. Buell by Complete	29
Answers of J. B. to Filp	33

Names:

Buell, Charles S.

Buell, Gertrude S.

original bills

Types:

index

Dates:

1931

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 19, Folder 5
Legal and court documents, undated (5 of 7)

[Contents](#) [Index](#) [About](#)

Table of Contents

[Image 1](#) (r01b19-05-000-0015)
[Image 2](#) (r01b19-05-000-0016)
[Image 3](#) (r01b19-05-000-0017)
[Image 4](#) (r01b19-05-000-0018)
[Image 5](#) (r01b19-05-000-0019)
[Image 6](#) (r01b19-05-000-0020)
[Image 7](#) (r01b19-05-000-0021)
[Image 8](#) (r01b19-05-000-0022)
[Image 9](#) (r01b19-05-000-0023)
[Image 10](#) (r01b19-05-000-0024)
[Image 11](#) (r01b19-05-000-0025)
[Image 12](#) (r01b19-05-000-0026)
[Image 13](#) (r01b19-05-000-0027)
[Image 14](#) (r01b19-05-000-0028)
[Image 15](#) (r01b19-05-000-0029)

[Image 16](#) (r01b19-05-000-0030)
[Image 17](#) (r01b19-05-000-0031)
[Image 18](#) (r01b19-05-000-0032)
[Image 19](#) (r01b19-05-000-0033)
[Image 20](#) (r01b19-05-000-0034)
[Image 21](#) (r01b19-05-000-0035)
[Image 22](#) (r01b19-05-000-0036)
[Image 23](#) (r01b19-05-000-0037)
[Image 24](#) (r01b19-05-000-0038)
[Image 25](#) (r01b19-05-000-0039)
[Image 26](#) (r01b19-05-000-0040)
[Image 27](#) (r01b19-05-000-0041)
[Image 28](#) (r01b19-05-000-0042)
[Image 29](#) (r01b19-05-000-0043)
[Image 30](#) (r01b19-05-000-0044)

[Image 31](#) (r01b19-05-000-0045)
[Image 32](#) (r01b19-05-000-0046)
[Image 33](#) (r01b19-05-000-0047)
[Image 34](#) (r01b19-05-000-0048)
[Image 35](#) (r01b19-05-000-0049)
[Image 36](#) (r01b19-05-000-0050)
[Image 37](#) (r01b19-05-000-0051)
[Image 38](#) (r01b19-05-000-0052)
[Image 39](#) (r01b19-05-000-0053)
[Image 40](#) (r01b19-05-000-0055)
[Image 41](#) (r01b19-05-000-0056)
[Image 42](#) (r01b19-05-000-0057)
[Image 43](#) (r01b19-05-000-0058)
[Image 44](#) (r01b19-05-000-0059)
[Image 45](#) (r01b19-05-000-0060)

[Image 46](#) (r01b19-05-000-0061)
[Image 47](#) (r01b19-05-000-0062)
[Image 48](#) (r01b19-05-000-0063)
[Image 49](#) (r01b19-05-000-0064)
[Image 50](#) (r01b19-05-000-0065)
[Image 51](#) (r01b19-05-000-0066)
[Image 52](#) (r01b19-05-000-0067)
[Image 53](#) (r01b19-05-000-0068)
[Image 54](#) (r01b19-05-000-0069)
[Image 55](#) (r01b19-05-000-0070)
[Image 56](#) (r01b19-05-000-0071)
[Table of Contents](#)
[Name & Place Index](#)
[About the Collection](#)

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 19, Folder 5
Legal and court documents, undated (5 of 7)

[Contents](#) [Index](#) [About](#)

Name & Place Index

, Sam [41](#)
Alexandria, VA [36](#)
Bean, [15](#), [16](#), [17](#), [19](#), [20](#), [21](#)
Bentley, John G. [10](#)
Bexar Co., TX [27](#), [28](#)
Bibb, Elba L. [26](#)
Bibb, John Henry [26](#)
Bibb, Maria L. [26](#)
Bibb, Mattie E. [26](#)
Bibb, Rebecca A. [26](#)
Bibb, [11](#)
bills [30](#)
Blackford, L. M. [36](#)
Blakemore, [9](#)
Bradley, Joe C. [3](#)
Brandon, Mary J. [33](#)
Brickell, [34](#)
Buell, Charles S. [56](#)
Buell, Gertrude S. [56](#)
building room in house - requirements [47](#)
Cabaniss, Charles P. [32](#)
Cabaniss, S. D. [40](#), [41](#)
Cabaniss, Septimus D. [1](#)
Campbell, Katherine [43](#)
Campbell, Margaret [43](#)
Campbell, Sarah [43](#)
Chapman, [7](#)
circuit court [55](#)
Clark, Samuel D. [8](#)
cloth [2](#)
Dancey, William [14](#)
Darwin, [22](#)
Dasvis, William [55](#)
Deloney, [11](#)
deposition list [55](#)
Dilworth, W. P. [55](#)
Draper, [7](#)
Eaton, John [41](#)
Eldridge, John B. [11](#)
Ellett, Richard [12](#)
Elliott, William [13](#)
Esslinger, W. F. [55](#)
Fennell, James [13](#)
Friend, D. B. [10](#)
garnishment [37](#)
Gordon, [20](#), [21](#)
Grigsby, [11](#)
Hall, Richard [5](#)
Hall, [6](#), [7](#)
Hambrick, Eliza [43](#)
Hambrick, Mary [43](#)
Hamilton, W. C. [7](#)
Harris, James N. [10](#)
Harris, [20](#), [21](#)
Harrison, Robert [55](#)
Hill, William R. [1](#)
Holdman, Viney [43](#)
Holton, [16](#)
Howard, [38](#)
Huntsville, AL [1](#), [29](#)
Hutchens, M. H. [55](#)
iza [43](#)
Johnson, [16](#), [19](#), [20](#)
Johnston, [15](#)
Jolly, [38](#)
Jones, Allen [43](#)
Jones, Deckard [43](#)
Jones, G. W. [55](#)
Jones, George [43](#)
Jones, Janie D. [27](#), [28](#)
Jones, Jasper [34](#)
Jones, John [43](#)
Jones, Morgan [43](#)
Jones, Mrs. [34](#)
Jones, Seabon (son) [43](#)
Jones, Seabon [42](#), [43](#)
Jones, Stephen [43](#)
Jones, Thomas [43](#)
Jones, W. B. [43](#)
Jordan, [17](#)
Kelly, [9](#)
King, John W. [13](#)
labor [25](#)
Lam, Isaac [13](#)
Lane, M. H. [55](#)
Lile, Thomas [14](#)
Littlejohn, [21](#)
Lowry, J. T. [3](#), [4](#)
Madison Co., AL [32](#), [43](#)
McCaffey, G. A. [11](#)
McClung, [5](#)
McDevitt, J. F. & Co. [29](#)
McHaffey, G. A. [8](#), [10](#)
merchandise [48](#), [49](#), [50](#), [51](#), [52](#), [53](#), [54](#)
Neeves, [11](#)
original bills [56](#)
Owen, J. L. [13](#)
Owen, John [12](#)
provender [23](#), [24](#)
Pruit, V. G. [7](#)
Rhodes, Henry W. [14](#)
Robinson & Brown [34](#)
Scottsboro [34](#)
Sharp, E [43](#)

Sheffey, [44](#)
Shelby, [11](#)
Skeggs, [16](#), [17](#)
Spragins, Sallie K. [26](#)
Strother, G. B. [9](#), [10](#)
Sykes, James T. [12](#), [13](#), [14](#)
Sykes, Joseph J. [12](#)
Sykes, Joseph [14](#)
Sykes, William [14](#)
Tate, John M. [31](#), [32](#)
Taylor, Joseph, Col. [11](#)
Taylor, [11](#)
Thomas, J. C. [9](#)
Thomas, John C. [10](#)
Thompson, Sam [7](#)

Thompson, [11](#)
Vanderverter, [46](#)
Wade, [9](#)
Walker, L. P. [22](#)
Wallace, [38](#)
Ward, F. P. [15](#)
Warwick, Oliver B. [27](#), [28](#)
Warwick, [34](#)
Watkins, William [13](#)
Whittenburg, Martha [43](#)
Willborn, A. C. [4](#)
Willborn, H. E. [4](#)
Williams, [15](#), [17](#), [19](#), [20](#), [21](#)
Wilson, [7](#), [20](#)
Wood, J. C. [14](#)

Frances Cabaniss Roberts Collection

Preferred Citation: Frances Cabaniss Roberts Collection, Archives and Special Collections, M. Louis Salmon Library, University of Alabama in Huntsville, Huntsville, AL.

Collection Scope and Content: The Collection of 114 Linear ft. includes a total of 156 Archival Boxes. The Frances Cabaniss Roberts collection covers the historical records of the Cabaniss Roberts family. This collection contains extensive correspondence records of the Cabaniss Roberts family circa 1830 to 1930.

Archives/Special Collections Access Restrictions: None

Conditions Governing Use: This material may be protected under U. S. Copyright Law (Title 17, U.S. Code) which governs the making of photocopies or reproductions of copyrighted materials. You may use the digitized material for private study, scholarship, or research. Though the University of Alabama in Huntsville Archives and Special Collections has physical ownership of the material in its collections, in some cases we may not own the copyright to the material. It is the patron's obligation to determine and satisfy copyright restrictions when publishing or otherwise distributing materials found in our collections.

Provenance: Gift of Johanna Shields on October 28, 2006.



THE UNIVERSITY OF
ALABAMA IN HUNTSVILLE

**The UAH Archives and Special Collections
M. Louis Salmon Library**