

misc. (8) 1B19 c12

State of Alabama, This Agreement made
Madison County 3rd this 12th day of August
Eighteen Hundred and sixty nine between
A. B. C. Party of the first part and D. E. F.
Party of the second part. To wit

First. The party of the first part furnish the party
of the second part Forty Acres of tillable
land to be selected and designated by
said party of the first part from the plan-
tation of the said party of the first part
also to include mules and food for said
stock and necessary utensils in proper
proportion thereto for the cultivation of a
crop of Cotton and Corn in such proportion
as shall be designated by party of the
first part,

Second. For consideration whereof the party
of the second part Covenant and agree
to feed himself to keep the farming uten-
sils in good order, to take special care
of the stock, to pay all incidental expen-
ses necessary for cultivation and gather
the crop, to plant 25 Acres in Cotton and
15 Acres in Corn such part of Cotton
and Corn as shall be designated by
the party of the first part, and to
devote his entire time and labor and
attention to the cultivation and gathering
of said crop

Third. It is further agreed that so soon as the
Corn and fodder shall be gathered,
and the Cotton picked ginned and baled
there shall be an equal division thereof
made to wit One half of all the Corn
and fodder and Cotton to the party of
the first part and one half part to
the party of the second part

Fourth. In the event the said party of the second
part should at any time fail to cultivate
or gather properly said crop or suffer
the stock entrusted to him to be in any
manner injured the loss or damage
shall be assessed by two disinterested
persons and shall be a specific charge
upon the share of the ~~crop~~ party of the
second part in said crop

example document

Names:

A. B. C.

D. E. F.

Places:

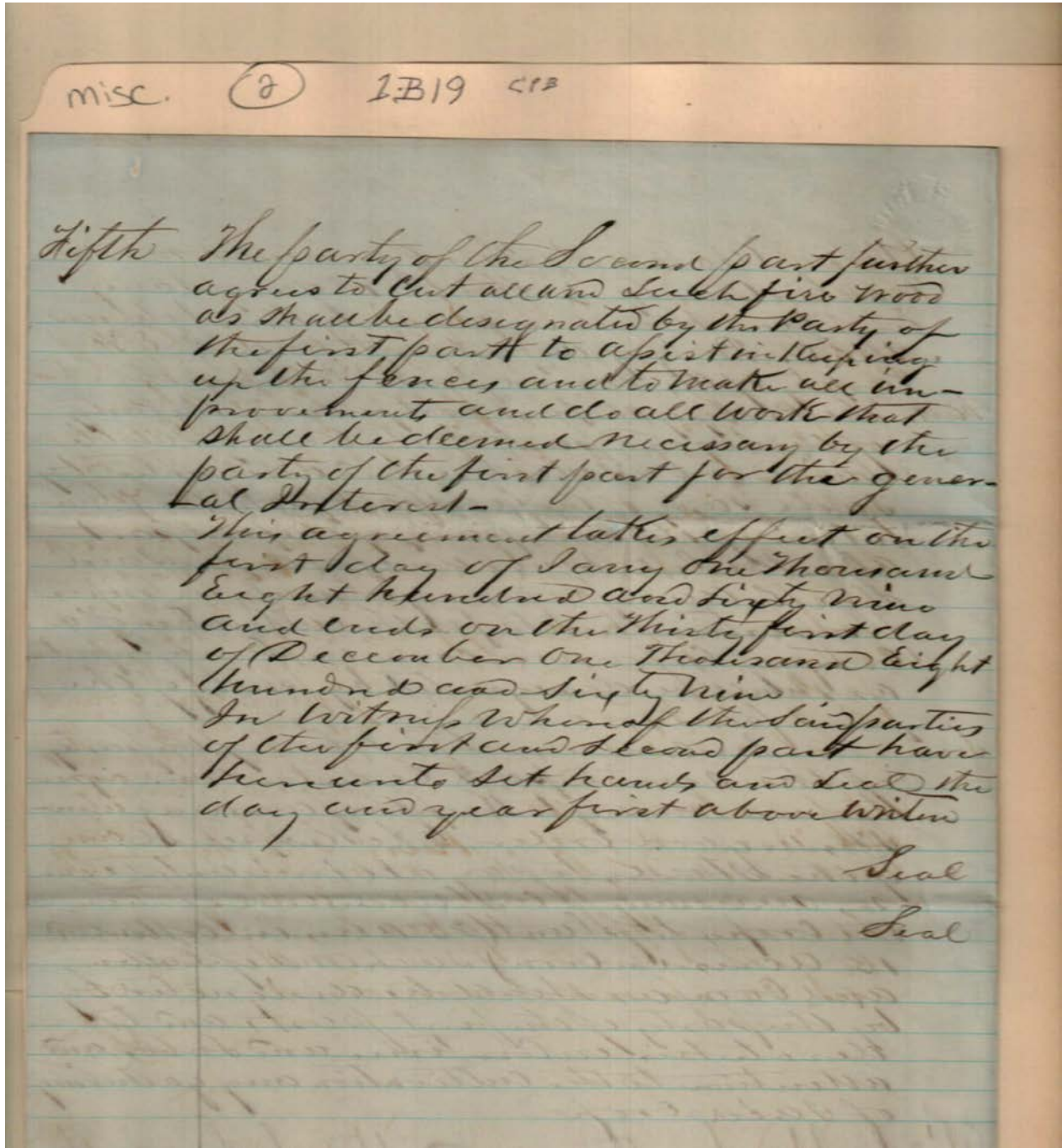
Madison Co., AL

Types:

agreement

Dates:

1869



example document

Places:

Madison Co., AL

Types:

agreement

Dates:

1869

misc. (2) 1819 CFB

State of Alabama
Madison County

Whereas A B C has advanced to me the sum of fifty dollars to purchase provisions and supplies to enable me to make a crop for the year 1869 and whereas said advances have been and will be obtained by me bonafide for the purpose of making a crop and whereas without said advances it would not be in my power to procure the necessary provisions and supplies to make a crop Now in consideration of the premises I do hereby give and grant to said A B C a lien on the crop to be cultivated by me for the full amount of money advanced or to be advanced by said A B C in the event of my failure to repay ~~him~~ said amount when demanded, to take possession of said crop for the purpose of reimbursing himself all amounts advanced together with interest thereon

Witness my hand and seal

Geo

example document

Names:

A. B. C.

Places:

Madison Co., AL

Types:

lien

Dates:

1869

misc. (8) 1B19 C13

State of Alabama
Madison County This agreement made
this day of January in the year one
thousand eight hundred and sixth year
between A party of the first part and
B party of the second part
witnesseth
First The party of the first part furnish to
The party of the second part
acres of land, to be selected and
disignated by said party of first part
from the plantation of said
Also one mule or horse, and
furnish for said stock and farming
utensils in proper proportion thereof for
the cultivation of a crop of Cotton & Corn
in such proportion as shall be designated
by party of the first part
Second In consideration whereof the party of
second part covenants & agrees to feed
himself to keep the farming elements
in good order to take special care of the
stock, to pay all incidental expenses
necessary to cultivate & gather the crop,
to plant such an amount of Cotton
and corn as shall be designated by the
party of the first part, and to devote his
entire time labor & attention to the
cultivation and gathering of said crop

example document

Names:

A

B

Places:

Madison Co., AL

Types:

agreement

Dates:

1869

misc. (8) 1819 c18

It is further agreed that so soon as
the corn and fodder shall be gathered,
& the cotton ginned & baled, there shall
be an equal division thereof made to wit,
one half of all the corn & fodder and cotton
to the party of the first part & one half
part to the party of the second part
In the event said party of second
part should at any time fail to collect
or gather in said crop or suffer the stock
entrusted to him to be in any manner
injured the loss or damage shall be
assumed by two disinterested persons and shall
be a specific charge upon the share of the
party of second part in said crop.

The party of second part further agree to
cut all and only such fire wood as
shall be designated by party of first
part, to assist in keeping up the fences
and to make all improvements
and do all work that shall be deemed
necessary by the party of first part, for the
general interest.

This agreement takes effect on the first
day of January one thousand eight
hundred & eighty nine and ends on
the thirty first day of December one
thousand eight hundred & eighty nine
In witness whereof the said parties
of the first and second part
have hereunto set hands & seal the
day & year first above written

example document

Places:

Madison Co., AL

Types:

agreement

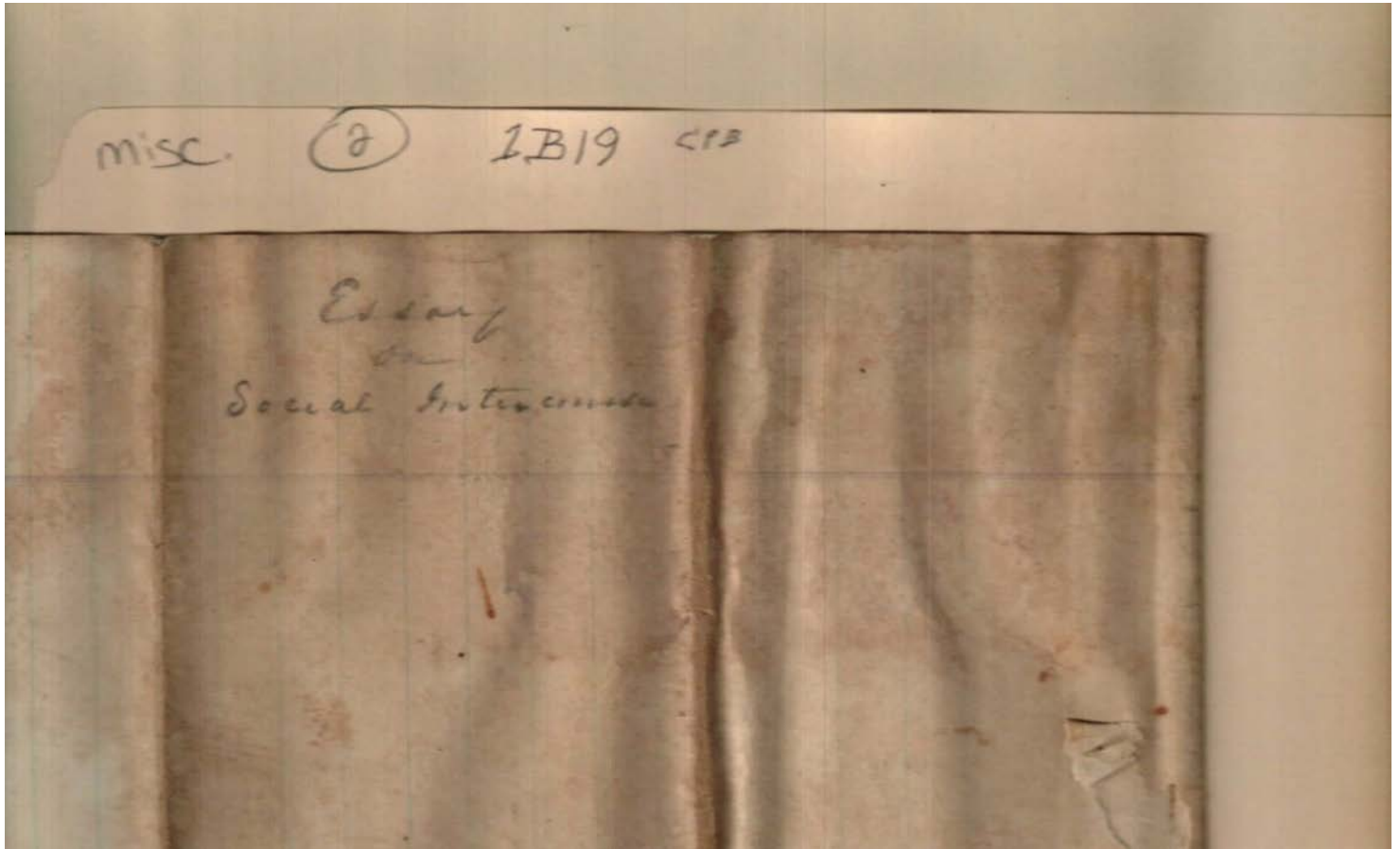
Dates:

1869

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 19, Folder 2

Legal and court documents, undated (2 of 7)

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Names:

On Social Intercourse

Types:

essay

misc. (8) 1B19 C13

On Social Intercourse.

The present field contains in its soil the materials for the production of the various crops, but displays its fertility in the growing crop only. The several crops require different elements of fertility, and are appropriated by the growing crop, and retained in a constant state of perfection even when other seeds are sown. These elements of fertility for the different crops are not in equal proportion. The elements required for the growth of grain and roots are in such abundance that they are produced spontaneously, and their supply is so abundant that the operations of cultivation to ensure their appropriation.

The appearance in the case of trees, for present use is due to the quantity of the elements of fertility they contain. The alluvial soil contains them near the surface and in such a position as to facilitate their retention and appropriation. The poor sandy soil contains them in the subsoil form, and is the source of them from being and being them on the surface in its thick and loose. The rocks that grow on stony slopes and to lands contain these elements of

Names:

On Social Intercourse

Types:

essay

misc. (8) 1B19 113

3

and might have had to read it.

To prove this broad proposition that every
human subject is endowed with the
capacity for appreciating beauty, there
is not an admission of every one who stands
to argue or converse. We all proceed by
breaking up the disputed proposition into
simpler ones, and continue the proof of
each one until we get back to general
propositions that our opponent will admit
and then we seek to show that the dis-
puted proposition includes the admitted
ones. If facts beyond our knowledge are nec-
essary to ^{show} this, we recognize his capacity
to receive and put him in possession of the
facts.

We men possess all three faculties of
nature equally and equally developed. So in
the cultivation of land, much the greater
part of its elements of fertility and fertility
require. So in the most cultivated and
fully developed man a comparatively small
and prominent faculties are brought into
discipline and activity, to the discourag-
ement and suppression of the many that
remain latent.

If in sleep and analysis we recognize
of personal beauty we will then that we

3

Names:

On Social Intercourse

Types:

essay

misc. (8) 1B19 c12

and the form an index of its utility, the
the supposition that every faculty of the mind
has its place or end in the pursuit of the
good and that we accept the form as
beautiful in proportion as it involves a
superior pleasure.

We are taught in figurative language
that in the pursuit of his peace
we are to be guided. It is understood that
to mean that happiness is to be sought
in the equal exercise of the faculties which
in the form it becomes intelligible as a
law of our nature — That happiness is
not a commodity that can be packed
away like cybers in cans or stamped
in letters but the natural result of the
development and exercise of all our
faculties and to be obtained by a choice
of pleasures to which and exercise them.

"Not in nature but in man is the beauty
and worth to be had" and not directly from
the recreation of virtue and worth and
the happiness we feel in contemplating
them but from the exercise of our cap
acities for contemplation and
socialness — So that all pleasures
or amusements afford us pleasure in
proportion as they arouse and exercise
the latent capacities of our nature.

Names:

On Social Intercourse

Types:

essay

misc. (8) 2B19 C12
5

There is a stage in the development of
the human subject when it is uncertain
to which sex it will belong, but that
with a development the body of man or
woman is developed.
That time when of our sex only one child
appears the others remaining in embryo.
In nature, individuals of each sex
return in embryo or analogy all the
organs of the other.
So in the development of the mental
faculties some are common and
others are peculiar to the sexes.
In the appreciation of ^{objects} individuals of
opposite sexes there would be an exercise
of their entire nature. Each would
stimulate into activity every latent
faculty or capacity of the other. Thus
the recognition in each other of qualities
to quality, every appreciation would result
in the happening of intense reciprocal love
or affection of persons.
Between two persons of the same sex there
could not be this exercise of their entire
nature. However well they might blend
and adopt themselves into an equality,
the union between ^{the} only exercise the perfect
belonging to their sex. And a perfect
man or woman is but a part of

Names:

On Social Intercourse

Types:

essay

misc. (8) 1B19 c18

an entire unity. The highest result
of congeniality between the persons of the
same sex can only reach forward, it
is not less.

On the subject of friendship in art
the conditions argued and results effected
the conditions are truth and tendency
to express, in words and acts, a
spontaneity. In an operative command
one accepts and returns by exercising
one's appreciation of the virtues they
display. It follows that their display
must flow from the natural workings
of their natures. The radiations from
a friend must be his own, not reflections.
He may accept the knowledge acquired
by laborious study, but to entitle him
to use it as his own he must let
the reception of the knowledge work up
his nature to the level of the student
who acquired it. He may adopt
in his manners the courtesies and
conventionalities of the cultivated and
refined, but he must also adopt
the ~~conventionalities and courtesies~~
in his manners natural to him.
He must be and act such to be
the ~~medium~~ means boundaries made
by patterns and clear perception.

Names:

On Social Intercourse

Types:

essay

misc. (8) 1B19 112

7

Broad views to give a proper estimate
of hidden worth - much sympathy for
the planting of nature that makes us
the complement of those we know
in contrast with our own nature
to give us a more noble character.

"All that society requires of its members
is reality, competence and self-reliance."
Truthful give reality - perception and
hardness in our competence, and a
contentment with our own nature.

The fruits of friendship are relief to
the feelings and clearing of the
judgment.

Strongest of all human instincts is
the love of truthfulness. A man may
know that his home is supplied with
by taste and elegance or even with
by comforts than the house of his neighbor.
But it is sweet to know and surely
to cause the conversation of the world
and defence of politeness and courtesy
now in his intercourse with the world
and dare to be truthful. Our feelings
are the best part of us and it is natural
that we should desire from the world
to see what we value highest - that a
man know the truth and understand

Names:

On Social Intercourse

Types:

essay

misc. (8) 1B19. c12

to relax at home and enjoys the luxury of being himself.

The other part of friendship is and was clearing the judgment.

Life is a succession of views like a string of colored beads and as we travel down with the column of the head we look through the opening of the eye of the colored bead on both sides and enable us to see more clearly, as well as from a different point of view.

Friendship as well as love requires agreement and disagreement. It requires agreement on the minor points to give play to the active and stimulus to the latent faculties on either side and bring the opposite into the parallelism of the opposing banks of the stream. And it requires agreement on the common ground of truth and tenderness to rip beneath and form a solid bottom to the unceasing stream.

For friendship the parallelism of the opposing banks need not be striking. The natural action of the stream will prevent it and the slight opposing the bank it takes from the opposing bank and carrying back against on the opposite encroaching bank. So that if the common ground of truth and

Names:

On Social Intercourse

Types:

essay

misc. (8) 1B19 C12

... be fully enveloped by the
the led for the stream of circumstance
time will produce the degree of practical
... of the operation
... the natural tendency to parallelism
may increase until the warmth of
friendship runs into the strength of
...
... that our manners should truly
represent our nature. It may be said
nature should in adopt the manners
superior of refinement and work up
our nature to the standard indicated
as per culture and let the manners
follow as the natural expression of cultivation
If we take the former course there is
danger that we may exhibit the last
stance in the present of the by and by
by having an opportunity to concentrate
... being stayed in Calicut ...
... and ...
... all the biography ...
... of the ...
... for refinement and become entitled
a nice natural for the purpose of
our actions - a sort of high ...
...
... a lovely woman ...

Names:

On Social Intercourse

Types:

essay

Misc. (8) 1B19 C1B

10

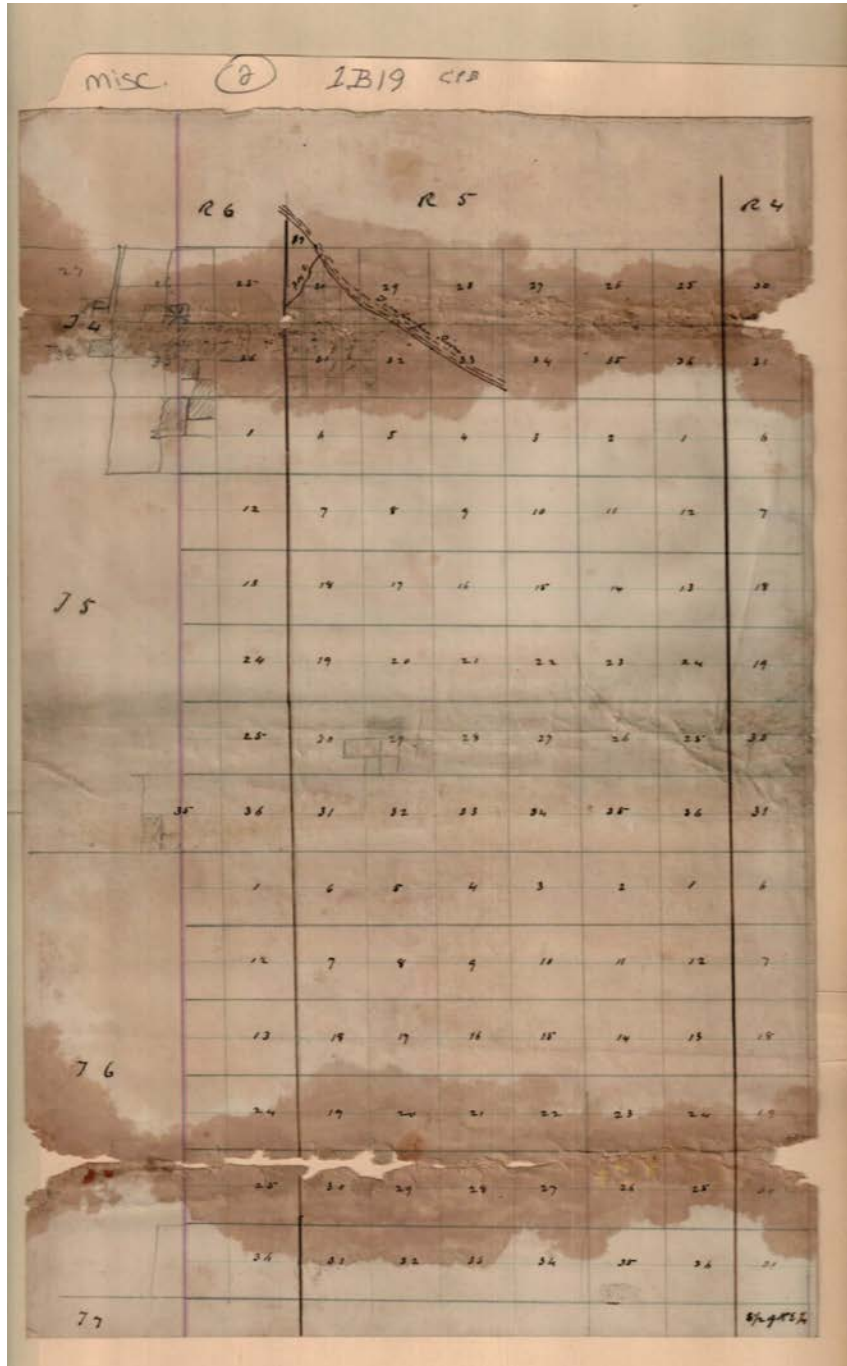
ritual of fashion an enchanted castle
for the imprisonment of his natural
that would miss his duties — And
many a man of honest worth is
from this enchanted castle because in
obedience to this ritual he assaults
in a suit of knightly armor that
his presence does not fill.

Names:

On Social Intercourse

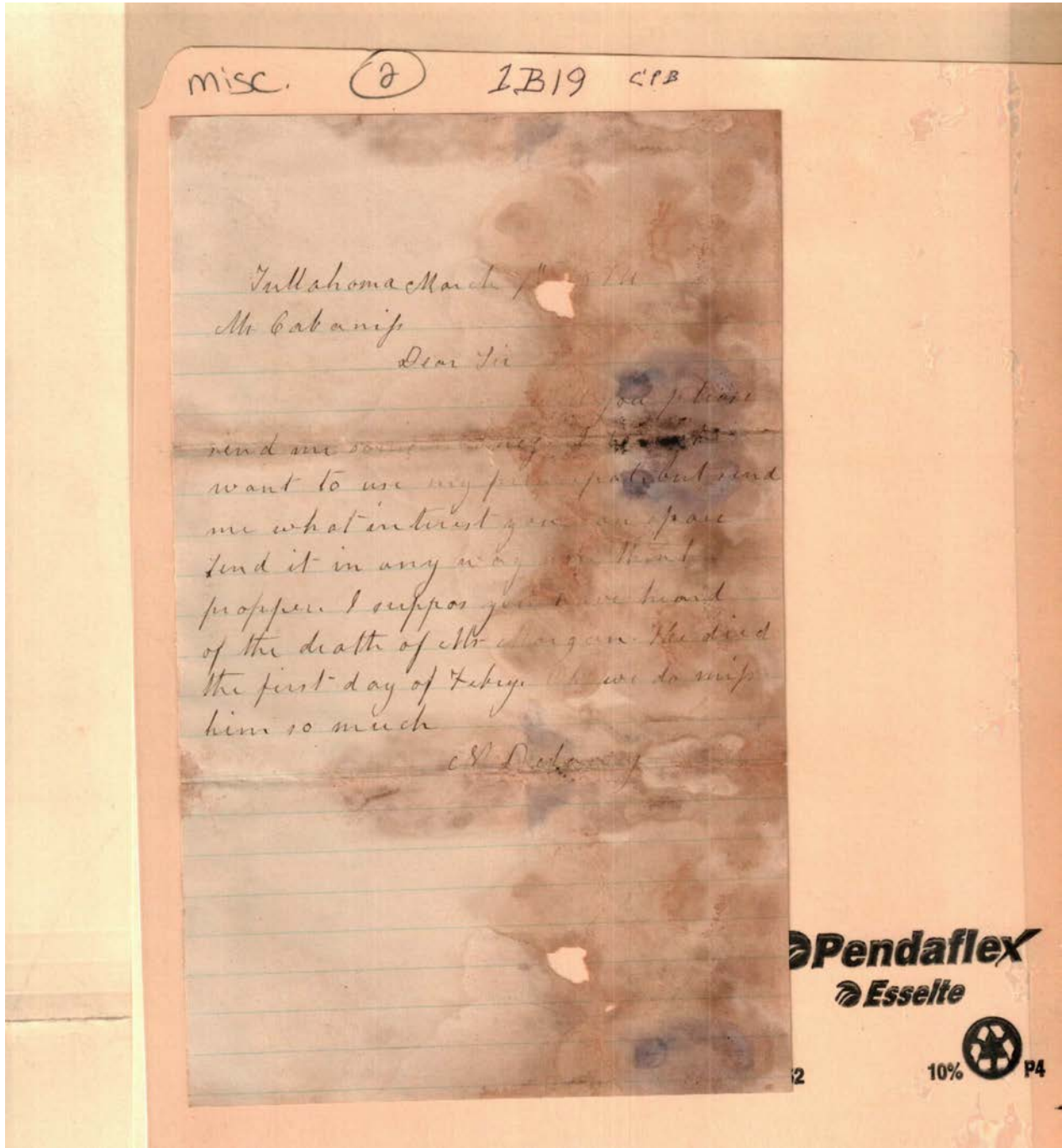
Types:

essay



Names:
section plat

Types:
plat



Names:

Cabaniss,

Deloney, N.

Morgan,

Places:

Tullahoma, TN

Types:

correspondence

Dates:

March 1874

misc. (8) 1B19 CCB

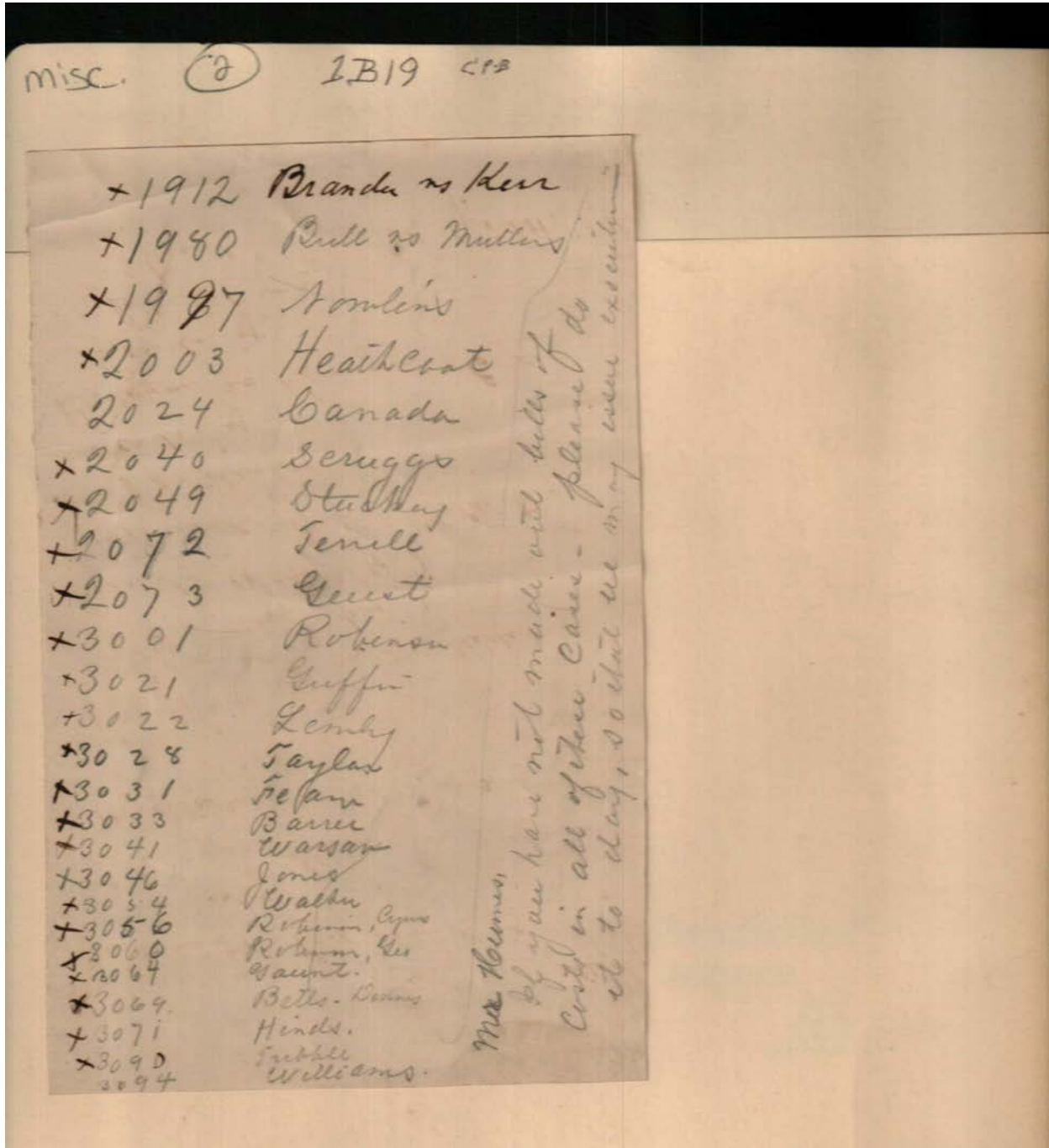
The debt is in jail -
Mr Gillespie promised
to get me a
main note for
that

Names:

Gillespie,

Types:

memo



Names:

Bauer,
Betts,
Brandon,
Canada,
Dennis,
Fearn,
Gaunt,

Griffin, Lemley,
Guest,
Heathcoat,
Hinds,
Humes, Mr.
Jones,
Kerr,

Mullins,
Nowlin,
Robenson
Robinson, Cyrus
Robinson, George
Scruggs,
Stuckey,

Taylor,
Terrell,
Tribble,
Walker,
Warsaw,
Williams,

Types:

list

memo

misc. (2) 1B19 CFB

R F Bibb Inge
with J R Spragins &
J P Bibb

Cash by B.S.S.	111.11
Int to Dec 17 75.	8.00
Exp by J.R.S.	51.11
Int —	2.50
Cash —	10.11
total	<hr/> \$260.50

Collected on Nov 20 1875

Names:

Bibb, J. F.

Bibb, R. F.

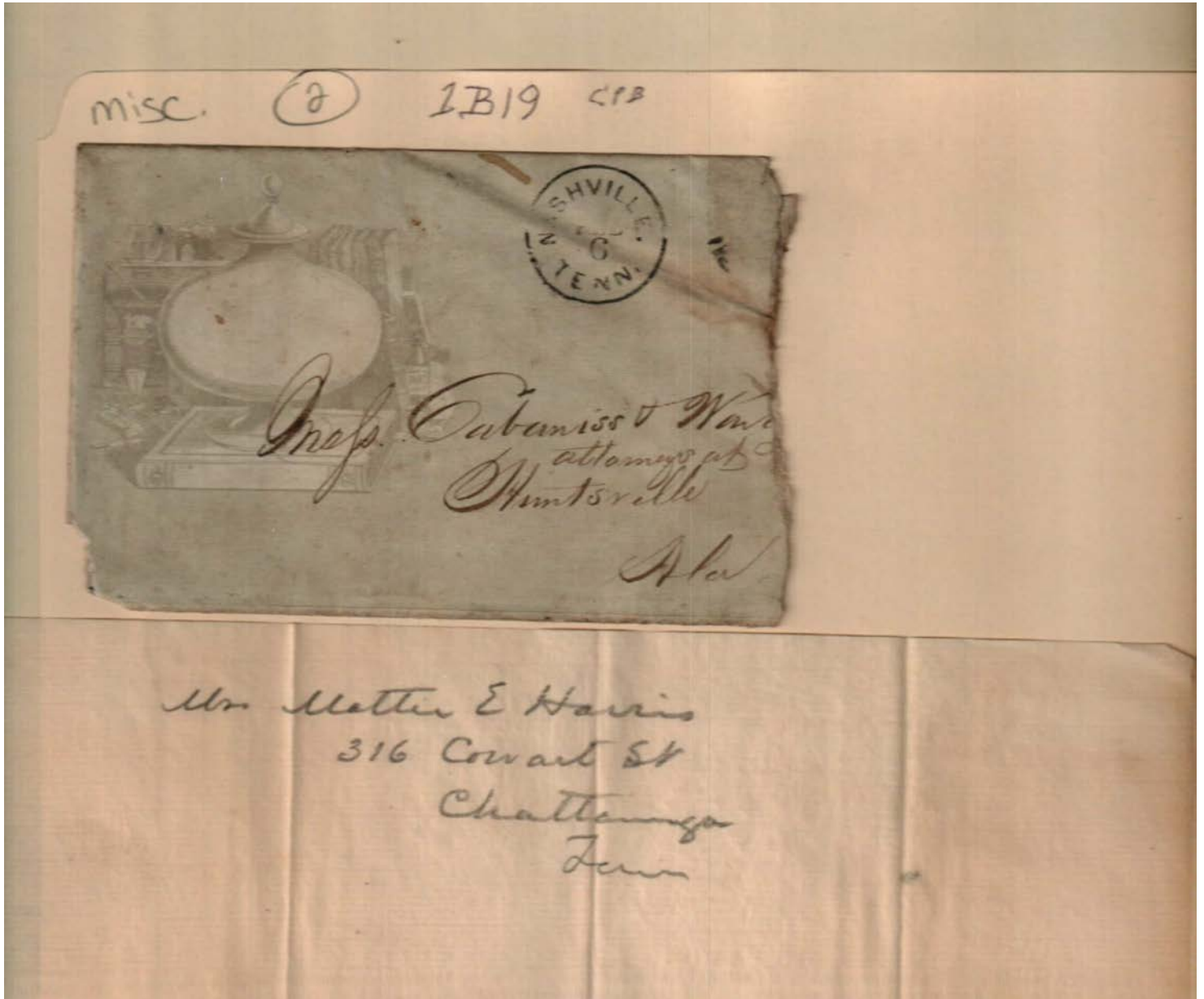
Spragins, James R.

Types:

account

Dates:

1875



Names:

Cabaniss & Ward

Harris, Mattie E.

Places:

Chattanooga, TN

Huntsville, AL

Types:

address

envelope

misc. (8) 1B19 115

1. In the Honorable Nat. S. Graham, Chancellor
of the Eastern Chancery Division of the State
of Alabama, Proroguing for Jackson County,
George H. Warwick as the and
friend of Janie D. Jones, a woman
about four years since brought this bill
bill of Complaint against Madgie J. Jones
as the guardian of said Janie D. Jones
and Madgie J. Jones individually
and thereupon gave Decree as well
and granted Complains and says
Section One

Decree was that Janie D. Jones resides
in the City of ^(Alabama) Sandusville with the defendant
Madgie J. Jones who is her mother, who
is also the legal guardian of her present
real property and appointment of the
Probate Court of Jackson County Alabama
when then both resident at the time of
said appointment.

Section Two

Decree further was the fact to wit that
Jasper D. Jones deceased life intestate
in the County of Jackson Alabama on or
about the day of
leaving Madgie J. Jones as his widow
and Janie D. Jones, his legal heir
and only heir at law, at the time of his
death a small estate situated in said
County of Jackson, which estate has been
fully administered and left for dis-
tribution after the payment of his
debts he leaves held good and about
two thousand dollars in money and

Names:

Jones, Janie D.

Jones, Jasper J.

Jones, Madgie J.

Warwick, George H.

Places:

Jackson Co., AL

Types:

chancery court

Dates:

March 1882

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2. notes and accounts which have been
 by deed of the Pocho land of
 said County distributed one half
 to the defendant and the other to said
 minor child which went into the
 hands of the defendant Madge J. Jones
 as her guardian. And in addition
 to said personal property said
 J. J. Jones drew and left the following
 real estate situated in the town of
 Wetlow Alabama, viz: Five town
 lots known in the town plot of said
 town as lots no. 215, 216, 217, 218, 219, all
 being contiguous to each other and
 enclosed a plank fence together with
 the dwelling house and other appurtenances
 thereon. Said real estate is all the real
 estate which belonged to said Jasper Jones
 at the time of his death and the dwelling
 situated thereon was erected by him for
 a home place for him and his family
 and said was completed ready for their
 reception with the exception of two or three
 logs which by the mechanics who were
 at work thereon at the time of his
 death and all preparation had been
 made by him and his said family to
 move to and occupy said house
 except that the furniture and bedding
 would have occupied it as a home
 straight in a very short time had for
 his death or could not have been
 carried to prevent it after the death
 of the said Jasper Jones his said

Names:

Jones, Jasper J.

Jones, Madgie J.

Places:

Jackson Co., AL

Types:

chancery court

Dates:

March 1882

misc. (8) 1B19 CPB

3. widow with two minor child, of record
did come to and occupy said
house for about one year, then
on account of her sickness and
the unsatisfactory condition in which
she was left she removed her
and most valuable for her and
her minor child to remove
to the city of Huntsville Alabama
where her father and relations
residing, which she did not
when she and the said Janie D.
have since resided.

Walter says the fact is that the
said year term late in Littleton and
the dwelling situated thereon, described
as of record belong to the said Janie
D. Jones as the only heir at law
of the said George J. Jones, subject
to the inchoate right of dower and
home stead in the defendant George
J. Jones which has never yet been
legally defined nor subjected by statute
and hence Walter further says and
thinks that some dwelling and im-
provements were on said lots con-
stituted their chief value and said
dwelling and improvements are said
lots is of wood structure, frame
buildings and are now used and in
good condition, but situated in a part
of town where they are isolated from
the dwelling houses and when not used

Names:

Jones, Janie D.

Jones, Jasper J.

Jones, Madgie J.

Places:

Jackson Co., AL

Types:

chancery court

Dates:

March 1882

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4. ... probably exposed to damage and destruction for want of some one to protect them - but as law and it is a difficult matter to find tenants to occupy the house from whom rent can be collected - but the amount realized on which can be realized from the sale of said property will not in the opinion of Orator be equivalet to the legal sale of interest which would come out the money for which said property would sell if the same was sold and the proceeds loaned out at interest especially after deducting from the rental value the taxes and cost of insurance. And in addition to this the natural decay and wear and tear of said property incident to making it out continuously would greatly deteriorate its value if not within the time the value of the improvements by the time the said James D. arrived at maturity And Orator is advised and believes that it would be best to the interest of said minor and would tend to the care and preservation of his said estate to sell the same or have in trust in said property under the direction of the Chancellor Court for the purpose of administering the proceeds arising from said sale in bonds, notes, bills of exchange or to be loaned out on mortgage security.

Names:

Jones, Jasper J.

Places:

Jackson Co., AL

Types:

chancery court

Dates:

March 1882

misc. (8) IB19 c18

5. In real estate States is further advised and believed that said court will sell for its value of public and say for cash under the terms of the decree.

I believe that the said defendant Madgie J. Jones and said Madgie J. Jones as the guardian of said Janie D. Jones may show up your order as the next friend of said Janie D. Jones should not have the said decree prayed for (which both) according to the utmost of their knowledge, information and belief full true trust that the said Madgie J. Jones make to the said complainant, her heirs, assigns and assigns as by the note hereunder written they are supposed to answer.

That is to say that said Madgie J. Jones and Madgie J. Jones as guardian of Janie D. Jones be made a party defendant to this bill and that all useful process be issued for said purpose. That the interest of the said Janie D. Jones in the property described in said bill may be sold by some of the court for amount such that the court may of deem necessary for the protection of complainant ^(Janie) what the extent and character of said complainant's interest in said property is before

Names:

Jones, Janie D.

Jones, Madgie J.

Places:

Jackson Co., AL

Types:

chancery court

Dates:

March 1882

misc. (8) 1819 etc.

6. said sale or until the sale of
the entire property and then
the amount and interest of
Complainant in the proceeds
of said sale and the amount
to defendant individually
and jointly to draw here and
in what property or in what
security the amount of said
debt shall be remitted
and for full and general
relief in such other and default
relief as the justice of this case
and the interest of said minor
may require - All of which is
respectfully submitted.

Robinson & Brown
Sols for Compt.

Defendants are required to answer
each of the paragraphs of this bill
from time to time both inclusive
but without oath.

Robinson & Brown
Sols for Complainant.

State of Alabama
I, John Smith, this day personally appeared before
me
George W. Warwick also being
duly sworn deposes and says
the statements in the foregoing bill
are true to the best of his knowledge
information & belief, he swears to & subscribes

Names:

Robinson & Brown

Places:

Jackson Co., AL

Types:

chancery court

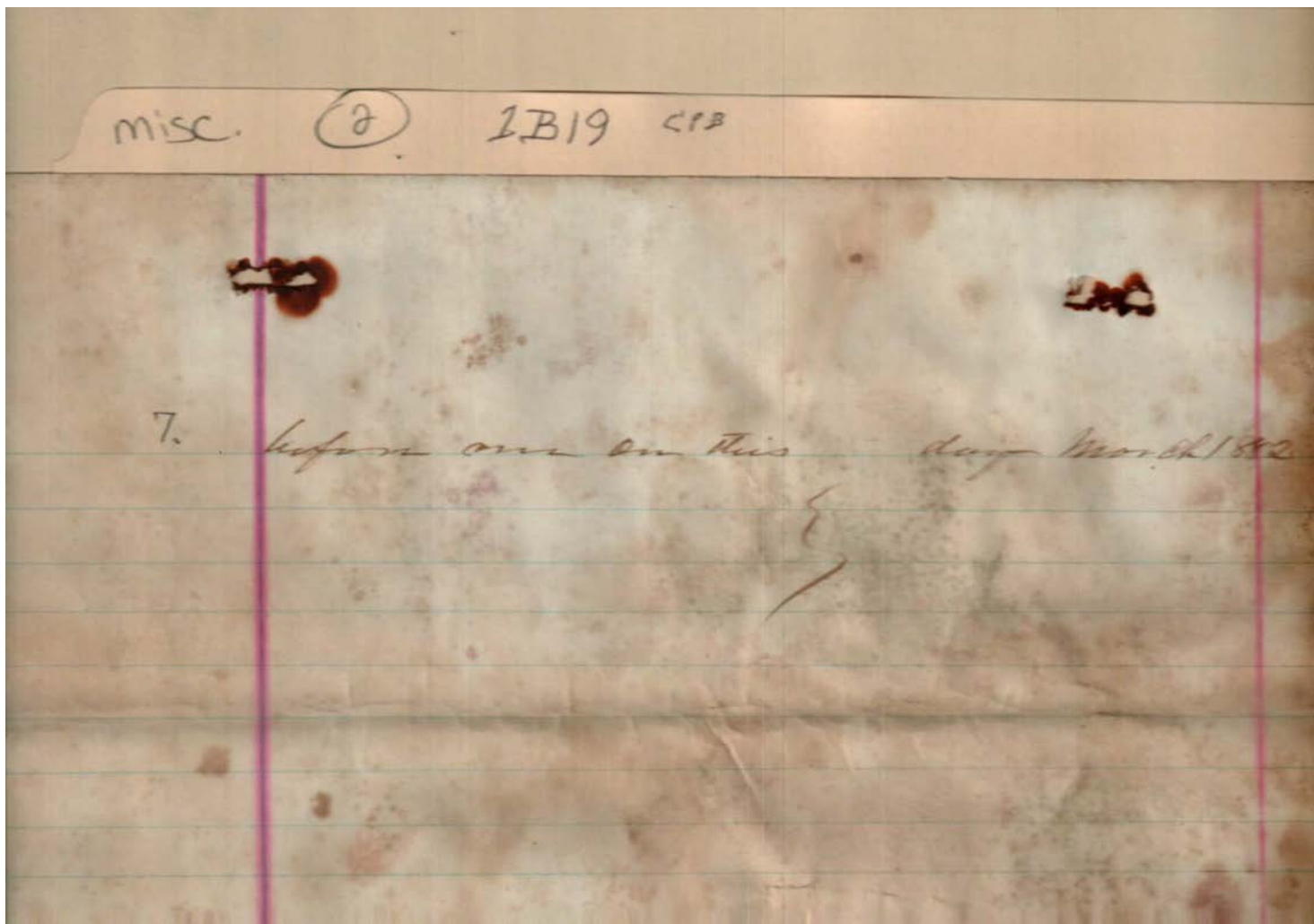
Dates:

March 1882

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Legal and court documents, undated (2 of 7)

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Places:

Jackson Co., AL

Types:

chancery court

Dates:

March 1882

misc. (2) 1B19 C18

180

Otho C. Hammond in account with J. J. Hammond's Estate

20	20 mule hay	7 90 -
"	" " " "	110 -
"	" " "	140 -
"	" " " "	125 -
"	" " " "	25 -
"	" " " "	25 -
"	" " " "	25 -
"	" " " "	35 -
"	" " " "	35 -
"	" " " "	35 -
"	" " " "	18 -
"	" " " "	30 -
"	" " " "	7 100 -
"	" " " "	10 -
"	" " " "	5 -
"	" " " "	20 -
"	" " " "	20 -
"	" " " "	18 -
"	" " " "	6 00 -
"	" " " "	5 -
"	" " " "	50 -
"	" " " "	10 -
"	" " " "	40 -
"	" " " "	2 -
"	" " " "	2 -
"	" " " "	90 -
"	" " " "	10 -
"	" " " "	150 -
"	" " " "	62 -
"	" " " "	137 50 -
"	" " " "	4 50 -
"	" " " "	70 -
"	" " " "	60 -
"	" " " "	25 -
"	" " " "	4 50 -
"	" " " "	2 -
"	" " " "	3 -
"	" " " "	12 -
"	" " " "	5 -
"	" " " "	4 -
"	" " " "	25 -
"	" " " "	10 -
Carried forward -		1493.62

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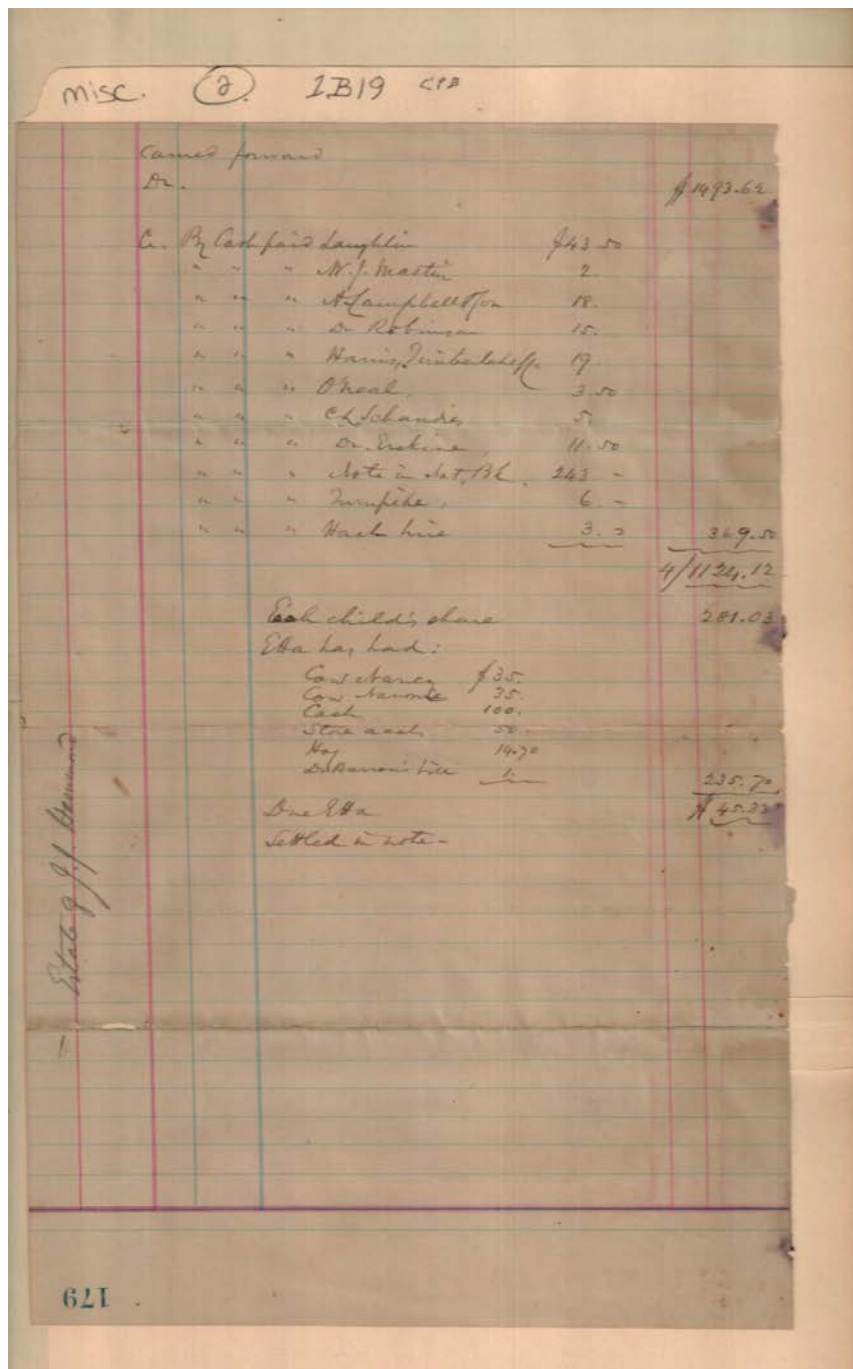
Names:

Hammond, J. J. estate

Hammond, Otho C.

Types:

account



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Names:

, Etta
Campbell, A. & Son
Erskine, Dr.

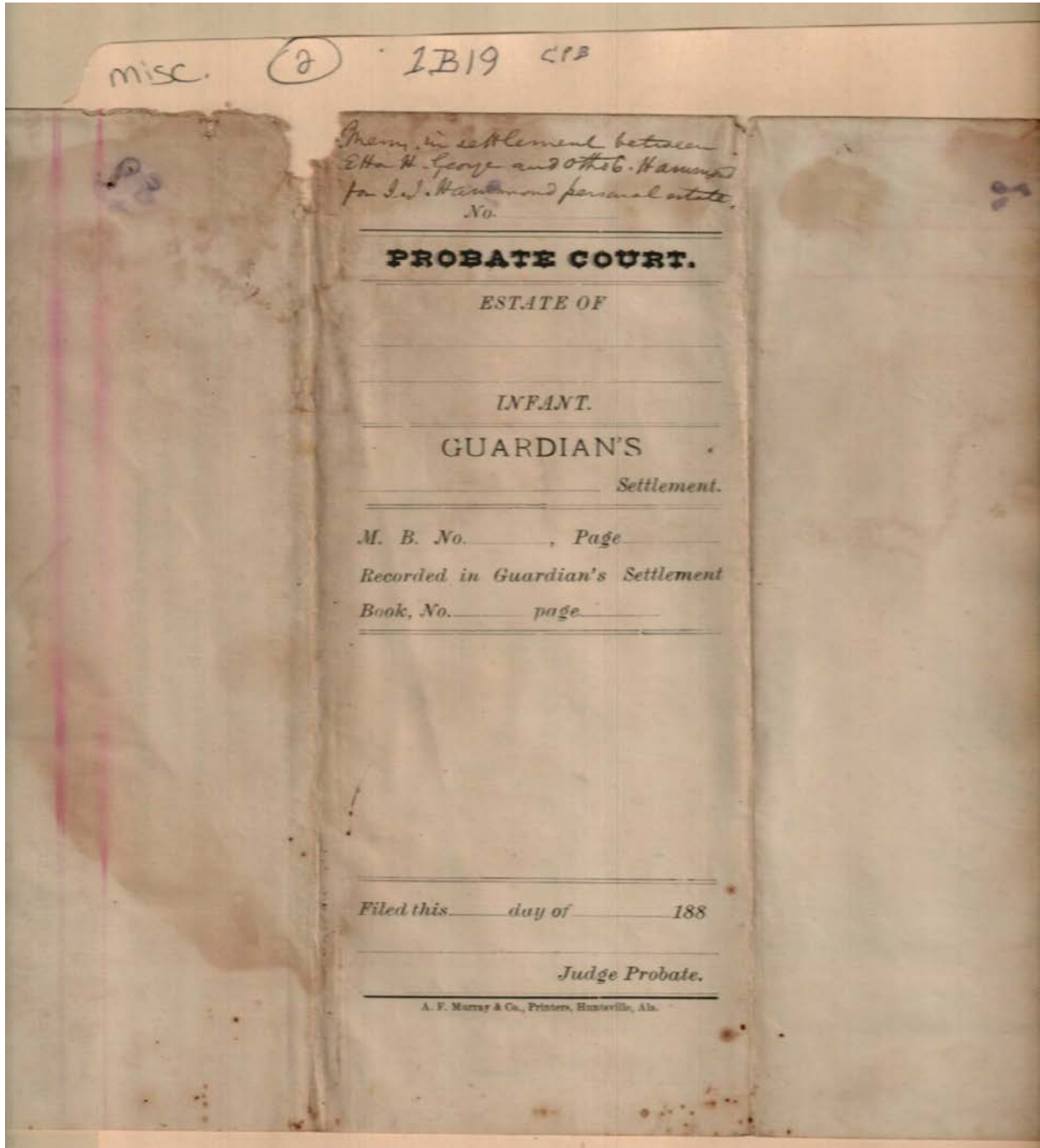
Hammond, J. J. estate
Hammond, Otho C.

Harris, Timberlake &
Co.
Mastin, W. J.

O'Neal
Robinson, Dr.
Schandies, C. L.

Types:

account



Names:

George, Etta H.

Hammond, J. J. estate

Hammond, Otho C.

Types:

probate court

misc. (8) 1B19 crs

PROBATE COURT.

DR. *O. C. Hammond* Guardian of the Estate of *J. J. Harris*

DATE	DESCRIPTION	AMOUNT
	This Guardian charges himself with the following moneys which he has received, belonging to said Estate, to-wit:	991.50
	To amount first found.	991.50
	.. 2 Cotton bales valued at	3.00
	.. 1 Lot of hick garden trees, &c.	
	.. 1 Culling box	10.00
	.. 1 Lot of Ham trees & Kitchen furniture	25.00
	.. 1 Lot of Carpenter tools	5.00
	.. 1 Ladies saddle	15.00
	.. 1 Saddle	2.00
	.. 1 Acc't against Jas Harris	25.00
	.. Crops for 1814 neg	
	100 Bu wheat at 7 1/2¢ per Bu	75.00
	50 Bu Corn @ 35¢	17.50
	4 1/2 Bu Oats @ 22¢	10.25
	.. 1 Lot Mould Story	90.00
		<u>\$1493.62</u>
		2
		16
		53
		39
		14
	1493.62	
	369.50	
	<u>1124.12</u>	
	\$ 281.03	
	220.00 <i>Comp'd S. H. Harris</i>	
	61.03	
	14.70	
	<u>\$ 46.33</u>	
		<i>Martin's bill</i>
		<i>Comsted</i>
		\$ 14.70 <i>due to the</i>
		<i>the obligor</i>
		<i>4/1/18</i>

Money not in account

Names:

Hammond, J. J. estate

Hammond, O. C.

Harris, John

Places:

Madison Co., AL
probate

Types:

settlement

misc. (8) 1B19 CR

MADISON COUNTY, STATE OF ALABAMA.

And account Infant, in account for the *final* Settlement of said Estate. CR.

DATE	DESCRIPTION	No. of Voucher	AMOUNT
	And he asks to be allowed the following items of credit for moneys which he has expended in payments of the debts of said Estate, and in and about the cost and expenses thereof to-wit:		
	1493.62 personal property		
	369.50 debts to include trustees		
	<u>4772.12</u>		
	281.03 stock now owned		
	<u>235.70</u> share to land		
	45.33 due to		
	\$100 Cash		
	50 bonds		
	70 cows		
	14.70 Hay		
	1.00 O.P.D.R.		
	<u>235.70</u>		

Names:

Hammond, J. J. estate

Places:

Madison Co., AL
probate

Types:

settlement

misc. (8) 1B19 crs

PROBATE COURT.

DR. O. O. Hammond Guardian of the Estate of J. J. Ham

DATE	DESCRIPTION	AMOUNT
	O. O. Hammond.	
	Guardian charges himself with the following moneys, which he has received, belonging to said Estate, to-wit:	
	To 1 grandmild Lucy valued at	190.00
	" " " Alice " "	11.00
	1 Horse " Tom " "	140.00
	1 " " Joe his blackman	120.00
	1 Wheel barrow	2.00
	" " " No. 10000000	28.00
	" " " No. 10000000	28.00
	1 " " " No. 10000000	28.00
	1 " " " No. 10000000	28.00
	1 " " " Lucy valued at	25.00
	1 " " " Polly, for horse (C)	15.00
	1 " " " old horse	30.00
	1 Ship 34 cases valued @	7.50
	1 " " " at 10000000	10.00
	1 " " " Ann Boston	5.00
	2 " " " box of 10000000	20.00
	10 Sheep valued at 1/2 each	20.00
	6 Cattle each valued at 1/2	18.00
	2 " " valued at 1/2	6.00
	1 " " valued at	0.00
	13 Sets of logs valued at	52.50
	1 Hopping wagon " "	10.00
	1-2 Horse wagon " "	40.00
	1 Set of logs horse	3.00
	4 Sets of Plow horses cost	200.00
	1 Working Plow @ 10	10.00
	2 Horses valued at 1/2	6.00
	3 Double Shares valued at 1/2	0.00
	4-1 Horse turning Plow 10	0.00
	3 Bull logges valued at 1/2	0.00
	To Amount comid	1941.50
	found, see Page 2	

Names:

Hammond, J. J. estate

Hammond, O. C.

Places:

Madison Co., AL
probate

Types:

settlement

misc. (2) 1B19 CR

MADISON COUNTY, STATE OF ALABAMA.

In and for the Infant, in account for the *James* Settlement of said Estate. CR.

DATE	DESCRIPTION	No. of Voucher	AMOUNT
	By acct of J. J. Hammond		2466
	Laughlin	43.50	43.50
	Wm J. Boston 1817	12	33.50
	A. Campbell	18.	11.00
	Pay for Post		12.50
	C. L. Wood		6.00
	Charles L. Wood		7.50
	George W. Wood		7.50
	Wm. S. Wood		27.50
	Mr. C. O. Robinson	15.	15.00
	James P. Ho	19. 19.	24.00
	Chas. James notes	3.50	3.50
	C. L. Schauder	5.	5.70
	Geo. W. Ho		32.00
	Mr. A. R. Cushman	11.50	11.50
	James W. Wood		12.50
	Not in Nat Bank.	243.	243.00
	Adm.		27.00
	Green Lake notes 1814	6.	10.00
	Stock	3.	3.00
	Chas.	369.50	400
	Hand for the year 1814		131.00

Total 1470

White

150.-

50.-

35.-

35.-

220.-

On due 8th

May - 14.70

to bank - 1.-

15.70

Names:

Campbell, A. & Son
Erskine, A. R., Dr.

Hammond, J. J. estate
Harris & Co.

Mastin, William J.
O'Neal

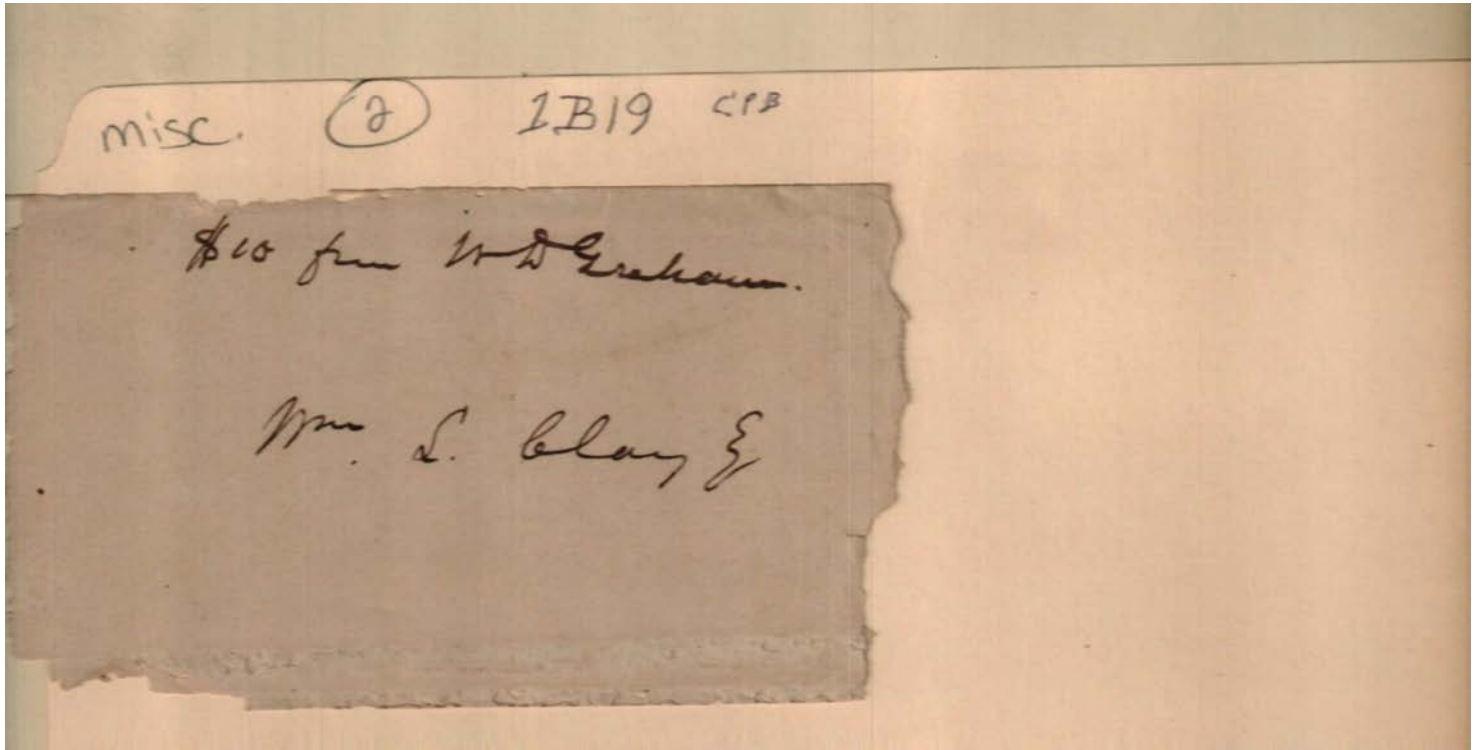
Robinson, C. A., Dr.
Schandies, C. L.

Places:

Madison Co., AL
probate

Types:

settlement



Names:

Clay, William L.

Graham, W. D.

Types:

receipt

misc. (8) 1B19 c12

Mortgage of Ellett to
Johnson & Seat
22 p 550-

5 acres off of SW corner of N 22¹/₂ W. S. 1. E
69⁵⁰/₁₀₀ acres off E side N 22¹/₂ W. S. 1. E
N 22¹/₂ W. 25 S. 2

1. Small house 5 yrs
2. Very stable
5. Works down
1. Heavy Ox wagon
60 head of cows
14 head of sheep
1. Large barn
all rents for present year
Balance crop of my description

Acres 25. Pled 25

Mortgage on above property
Cash 22577.74

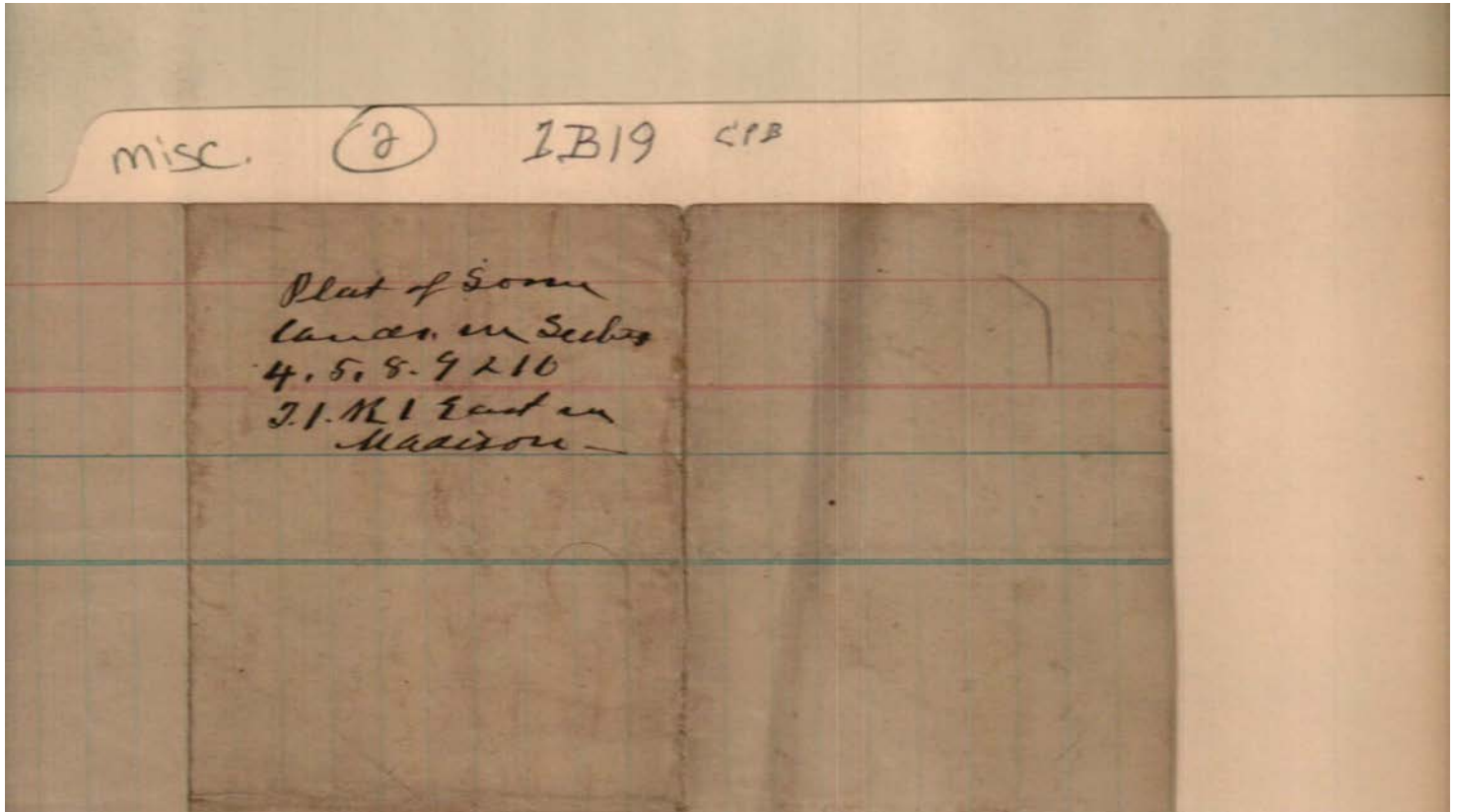
Names:

Ellett,

Johnson & Seat

Types:

mortgage



Names:

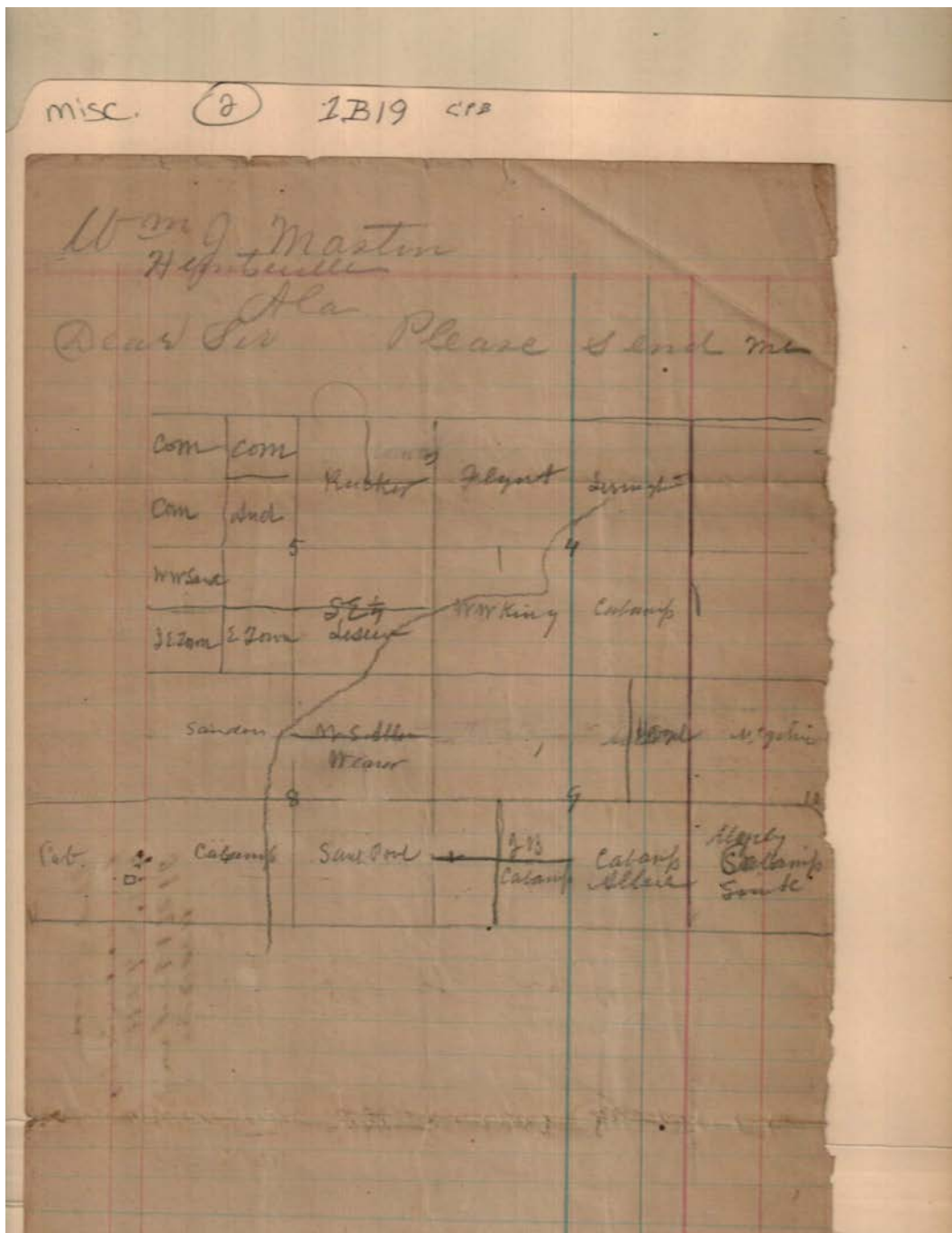
T1 R1 East

Places:

Madison Co., AL

Types:

plat



Names:

Cabaniss,

Mastin, William J.

Places:

Huntsville, AL

Madison Co., AL

Types:

address

plat

misc. (2) 1.19 112

them 170.75. B. along the edge of the right of
 way on the lowest side of the N. B. R. R. 27.00
 3 link to a stake.

I do see what else
 they could claim
 but the bal. due
 I could ^{very} easily raise
 this if Sep ~~what~~
 will let me have
 the bank notes for
 this year.

till the whole amount for the amt
 I furnished them I have no more on
 you for all I pd him - I note in that
 I am my share of the bal. of the family box
 and bring it

you of 25 just rec'd on acct of
 Mr R absence at Mobile this
 sickness like teacher I have
 been unable to bring matters
 to a close & was not
 able to yesterday to get
 over to Mr D's place
 I pd you upon the indebted
 as follows

Feb/92	120
Apr	200
Ant Adams m'n	50
his note	100. money lent
Adm'd Arden	170
	640

which leave 460. due without
 You agreed to take the advan
 of 200 which was money which
 she borrowed for you, which
 afterwards returned her in part
 payment of my indebtedness
 & if you prefer it I can count

M^cClung

Names:
 , Arthur

, Sep

McClung,

Types:
 memo

Dates:
 1892

misc. (8) 1. B. 19 c. 11

I mentioned to you when
 here last that Frank had
 written asking me to
 advance him \$100.
 to which I replied
 authorizing him to draw
 upon me for \$100, with
 order attached, in your
 name as Advor. and
 telling him that I was
 in a trade about to see
 mee R. the place of use
 like to have a quit
 claim deed from him & his
 wife at the same time
 taking care that the money
 I had advanced
 the money was to sell
 to R. This reply was
 a letter that I can scarcely
 believe he wrote as it
 showed a great lack of
 understanding of the
 nature of the request
 I made. I should have
 explained it to you if I can
 find the words to express
 what I meant. I should
 have said that I was
 anxious to see you
 on the matter for I will
 have the money by some
 time to settle with
 you in full. If Frank
 should want to
 take a suit after we
 have settled

McClung

Names:

, Frank

McClung,

Types:

correspondence

misc. (8) 1B19 cfb

I am willing to do anything
to relieve you of any
responsibility, and at
same time get my self
free of them, but you
must remember that
I have Sif I intend
to consider and
may find him as obsti-
nate as some of your
kin people I shall
try to prepare to make
a statement of acct - I
send it to you, any her
within the next few
days -

Names:

, Sep

Types:

correspondence

misc. (2) 1B19 C1B

CONTINENTAL INSURANCE CO. OF NEW YORK,
WESTERN DEPARTMENT, RIALTO BUILDING, CHICAGO.

BENTLEY & TAYLOR,
GENERAL MANAGERS.

J. T. B. GEPHART,
AGENT,
Valley Falls, Kans.

188

Gephart	Chapman	Taylor	Tax
150.00	50.00	281.71	167.62
150	100.25	365.27	70.5
150	10000	646.98	8.19
150	450.25	250.25	104.30
600		897.23	52.20
		500	6.65
		1397.23	158.22
			2.75
			258.55
			5.40
			2.55
			320.40
			6.72
			2.50
			326.98
			5.20
			1.92
			2.16
			323.68
			7.70
			2.75
			252.23
			6.80
			2114.32
			6.00
			250.25
			646.98
			3611.55

Names:

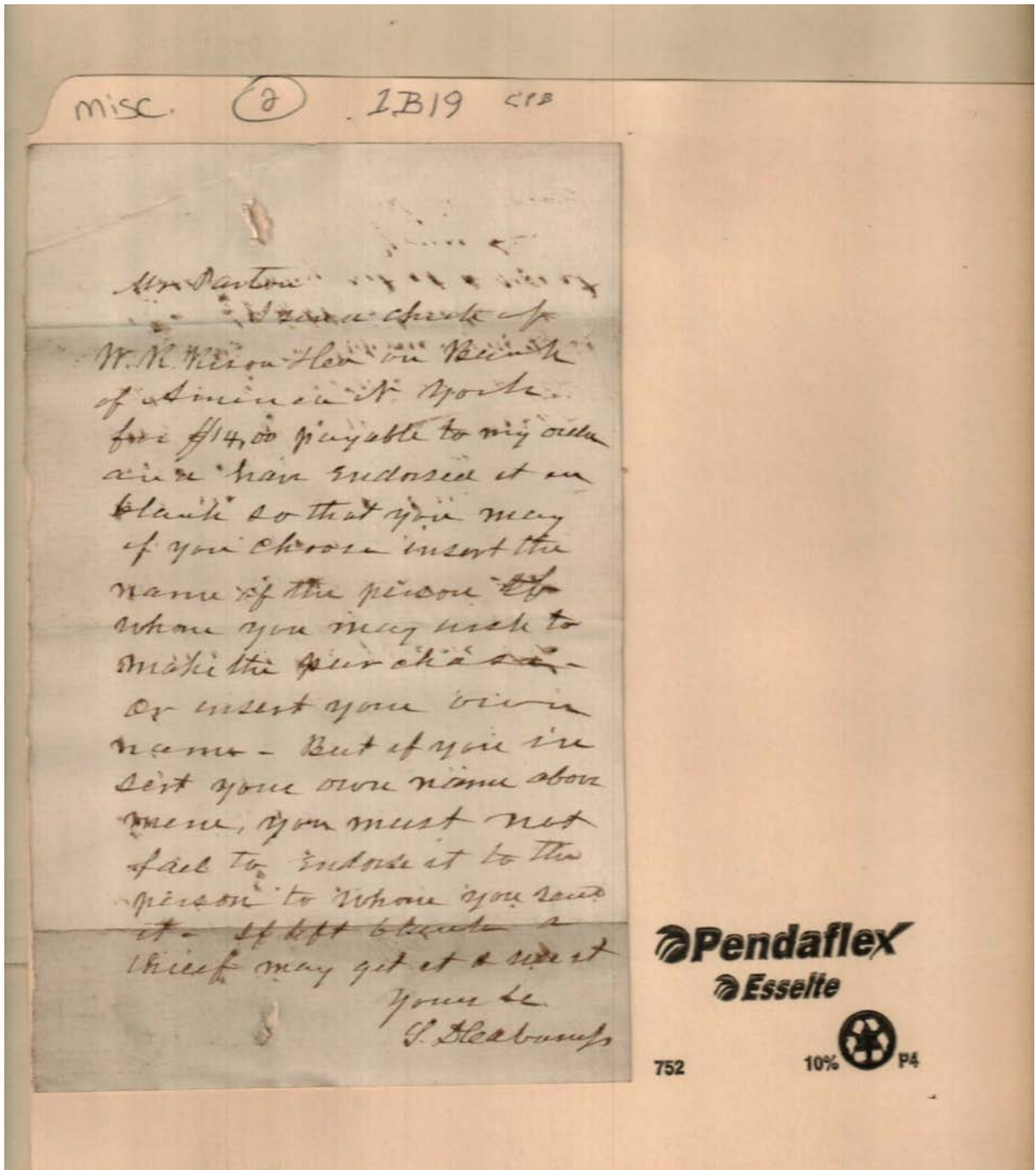
Chapman,

Gephart,

Taylor,

Types:

numbers



Names:

Cabaniss, S. D.

Parton,

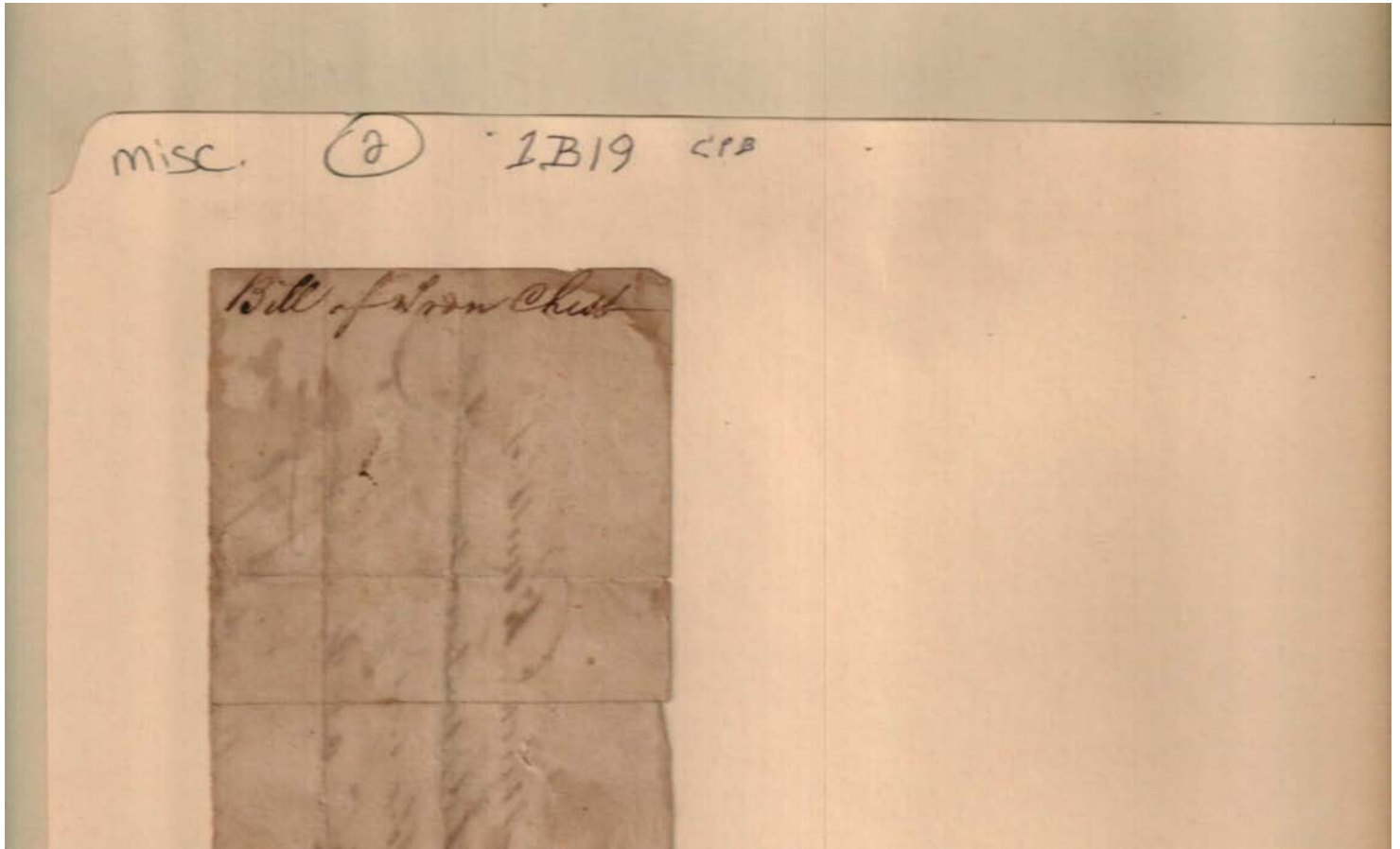
Types:

correspondence

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 19, Folder 2

Legal and court documents, undated (2 of 7)

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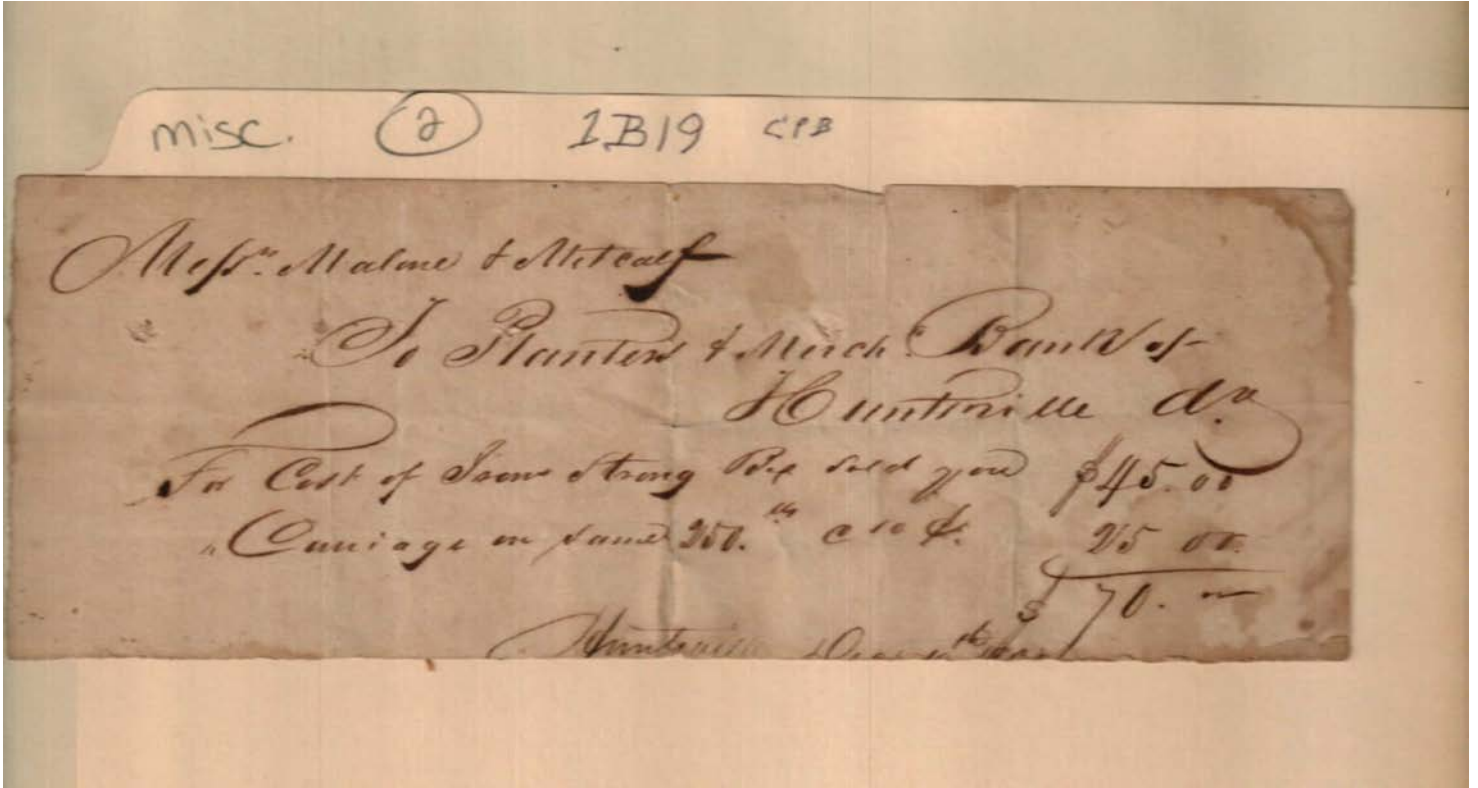


Names:

iron chest

Types:

bill



Names:

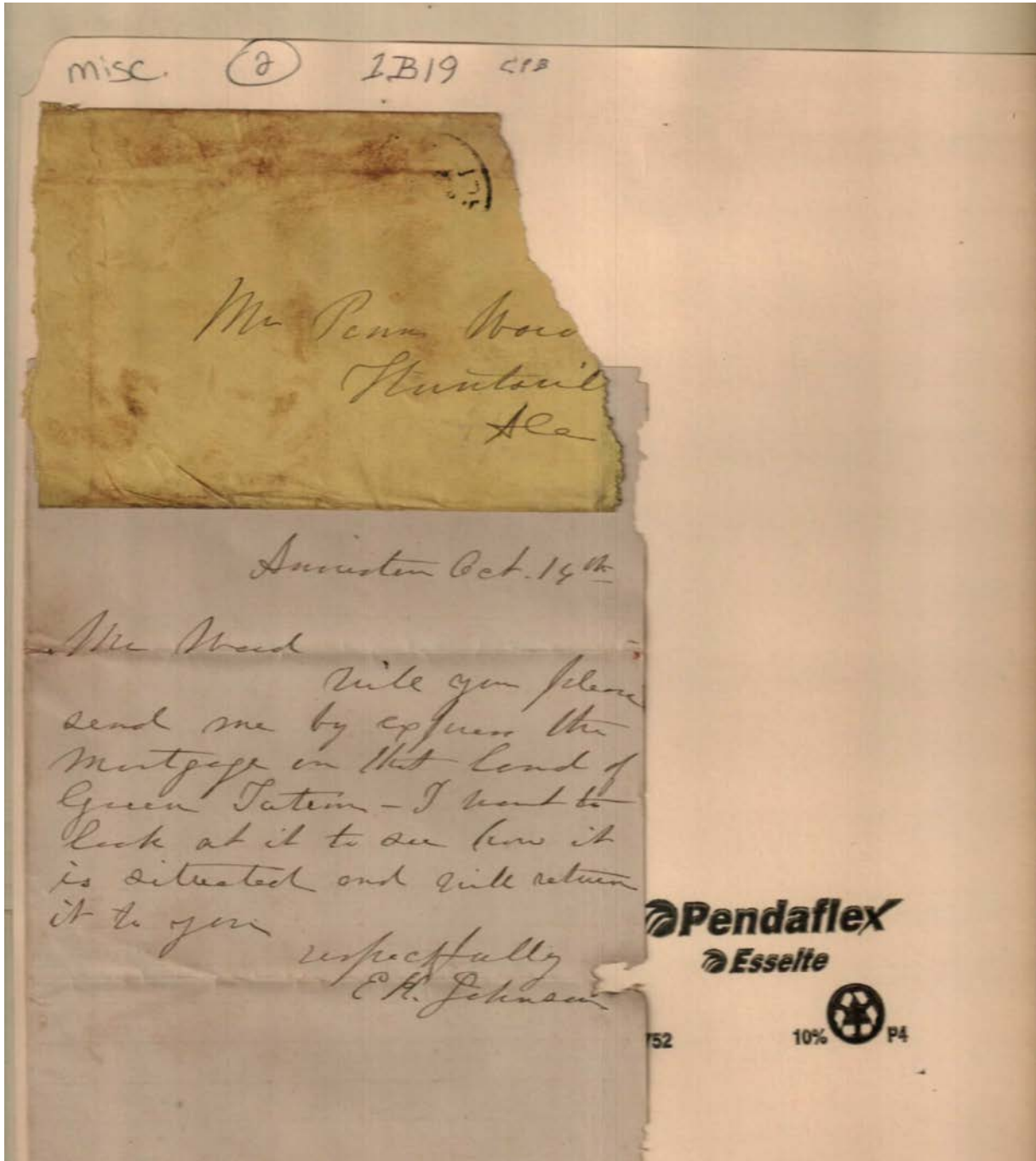
Malone & Metcalf

Places:

Huntsville, AL

Types:

bill



Names:

Johnson, E. K.

Tatem, Green

Ward,

Ward, Penn

Places:

Anniston, AL

Huntsville, AL

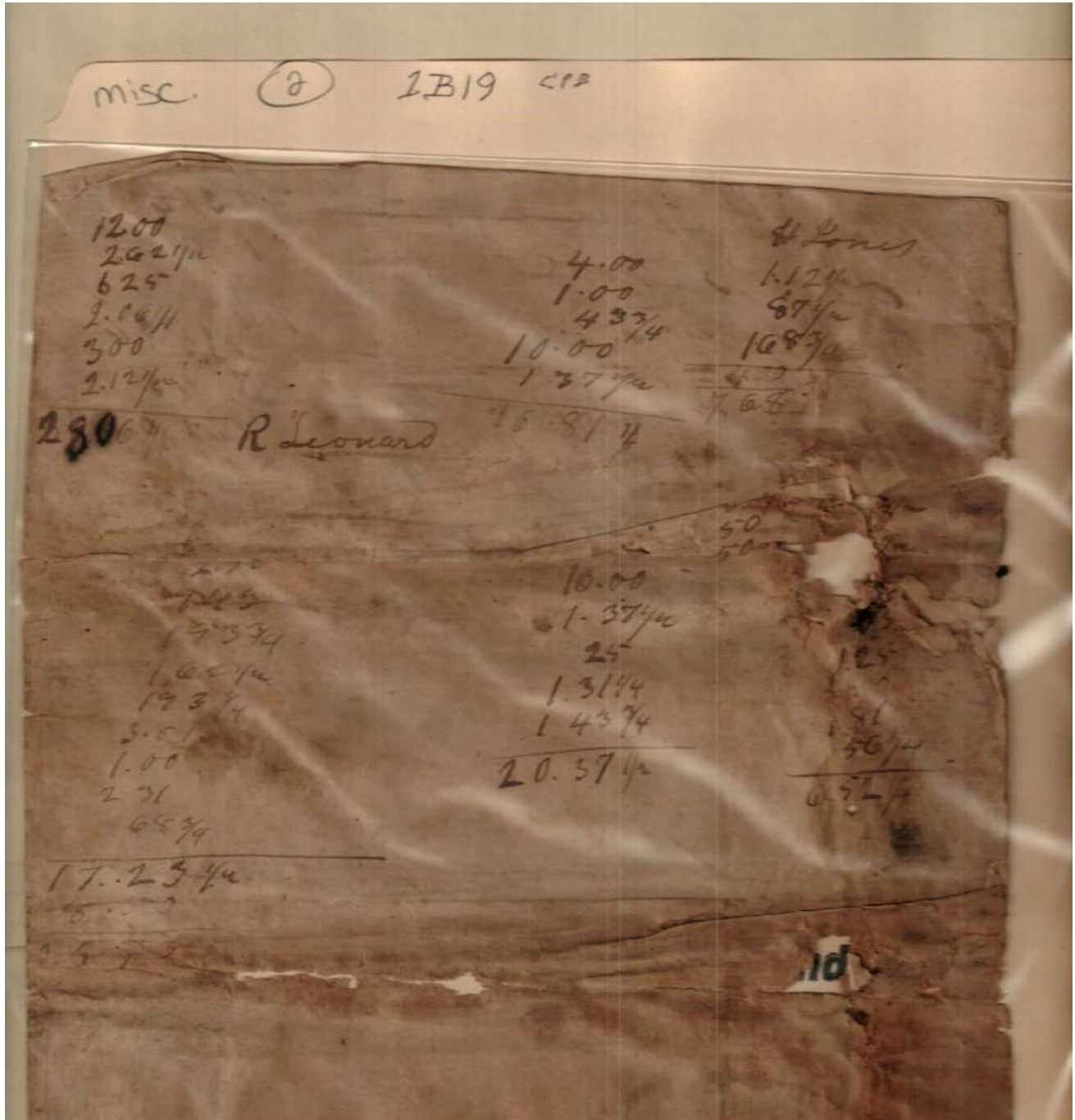
Types:

correspondence

envelope

Dates:

Oct 14



Names:
Jones, H.

Types:
numbers

misc. (8) 2B19 c13

Conductors & Snuffers Lewis Bevil 50 cts
Bed linen Robert Leonard \$12.00 +
~~Bed linen~~ ~~Robert Leonard~~ ~~\$12.00~~ ~~+~~
Bed linen 9000. Sneed - \$10.00 + 16.
Bedstead & Curtain 240/100 Robert Leonard +
Chair & Sneed \$1.57 1/2 +
Mag. - A. Tate - 150 +
... .. 50 cts
... .. 0.50 +
... .. 25 cts
Various papers to B. Hayle \$ 1.23 1/4 +
1 doz. of papers to A. Tate - 2.27 1/2
1 doz. of papers to Sneed - 3.75
1 doz. of papers to Leonard - 6.25 +
1 doz. of papers to B. Hayle - 1.00 +
1 doz. of papers to A. Tate - 3.00 1/4 +
1 doz. of papers to B. Hayle - 1.62 1/2
1 doz. of papers to B. Hayle - 1.93 3/4
1 doz. of papers to Leonard - 3.00 +
1 doz. of papers to B. Hayle - 3.81 1/4 +
1 doz. of papers to A. Tate - 1.68 3/4
1 doz. of papers to A. Tate - 2.87 1/2
1 doz. of papers to A. Tate - 3.06 1/4
1 doz. of papers to A. Tate - 3.00
1 doz. of papers to B. Hayle - 1.00
1 pair of shoes to B. Hayle - 3.51 1/2
1 pair of shoes to B. Hayle - 68 3/4
1 pair of shoes to Leonard - 1.24 -
1 pair of shoes to Leonard - 2.00 +

Names:

Bevil, Lewis
Hazle, B.

Leonard, Robert
Sneed,

Tate, A.
Walker, Taylor

Types:

account

misc. (8) 1B19 c13

Nov 16	Cash at sale at League place	33 25 v
" 20	Cash at sale at Jackson	28 00 v
Dec 7	Cash of Taliaferro	67 45 v
	Cash of Beverly	1 05 v
	Cash of C. P. Cabaniss	23 15 v
Dec 7	Cash of Jos Higginbotham on ac of purchase of Nov 15	42 21 v
Nov 30	Cash of C. W. Strong	200 00 v
	Cash of J. C. Graham	
	Cash Aaron Coors	27 50
Dec 7	C. W. Higginbotham note of 2000	26 88 v
Jan 1	Cash of R. C. Brickell on Cotton	2799 60 v
7	Cash of Isaac Baker note	17 00 v
	Cash of J. C. Graham	744 52 v
7	Cash of Graham per Turner	53 35 v
		4060 96 of 4060 96
Jan	David & Son	
Nov 20	David Kyle Nelson	15 00 v
	David Jones due out of proceeds of sale at Jackson	10 75 v
Dec 7	David L. W. Higginbotham	42 21 v
7	" "	26 88 v
7	C. W. Higginbotham	16 80 v
7	Sum for Keers	3 80 v
4	W. M. Keers	121 00 v
	Sum	69 00 v
Nov 20	Orinton Brown	4 30 v
Jan 1	J. C. Graham P. Brown	60 00 v
7	W. M. Keers	30 00 v
7	J. C. Graham	600 00 v
7	Mr. Astor Same	24 52 v
	Mr. Ashworth	37 25 v
Nov 17	Deposited with B. W. Lee	10 00
Jan 2	David L. W. Higginbotham 220. 4060 96	2799 60 v
	" " 532 3875 91	
	2575 155 05	3875 91
	75	

Names:

Aaron
Ashworth, Mrs.
Baker, Isaac
Beverly,
Brickell, R. C.

Brown, Preston
Cabaniss, C. P.
Graham, J. C.
Higginbotham,
Joseph

Jones,
Neaves, W. M.
Nelson, Kyle
Pinchon,
Strong, C. W.

Taliaferro,
Teague,

Types:

account

misc. (8) 1B19 CPB

	Amount forward	3575 91
	Paid for transportation of negro	20 00 ✓
	Paid to Haupt	5 75 ✓
	Paid to Murrell	140 50 ✓
	Paid Dew & Young	13 00 ✓
18	Leaves F. P. Ward	400 00 ✓
21	Paid Hugh Easley	6 25 ✓
21	Wm Birdsong	7 75 ✓
25	Paid John S. Dickson	2 65 ✓
25	Wm M. Powers	2 50 ✓
25	White & Scruggs Robinson	169 49 ✓
25	Martin Heo	83 66 ✓
25	Binford Slaughter Heo	7 94 ✓
25	J. M. Cooper	7 90 ✓
26	Paid Patton Donegan & Co	136 00 ✓
	Order on B. W. Heo \$253.13	
26	Paid W. M. Neaves a/c with Heo	4 00 ✓
27	Paid Neaves per Heo	80 60
28	Paid Keane per J. J. Young	73 45 ✓
	Balance dft on B. W. Heo	

Names:

Binford, Slaughter & Co.
Birdsong, William
Cooper, J. M.

Dew & Young
Dickson, John S.
Easley, Hugh
Mastin & Co.

Neeves, William M.
Patton, Donegan & Co.
Powers, William

Ward, F. P.
White, Scruggs & Robinson

Types:

account

misc. (2) 1B19 CFB

July 18	Cash of W. N. Wilson prob. exp.	50 66	
19	Cash of J. P. Sullivan	82, 35	v
19	Collected of ^{Cash of J. P. Sullivan} J. P. Sullivan on acct of Sales of Cotton	400 00	v
21	Dr. H. H. S. S. S.	7, 75	
21	Cash of J. C. Graham	100 00	v
25	Cash of Jo Higginbotham	250 00	v
July 31	Cash of J. C. Graham	30 00	v
July 14	Cash of Levi Donalson Sale bill	7 80	v
11	" " Baggage rope & tin	10, 73	v

Names:

Donalson, Levi

Graham, J. C.

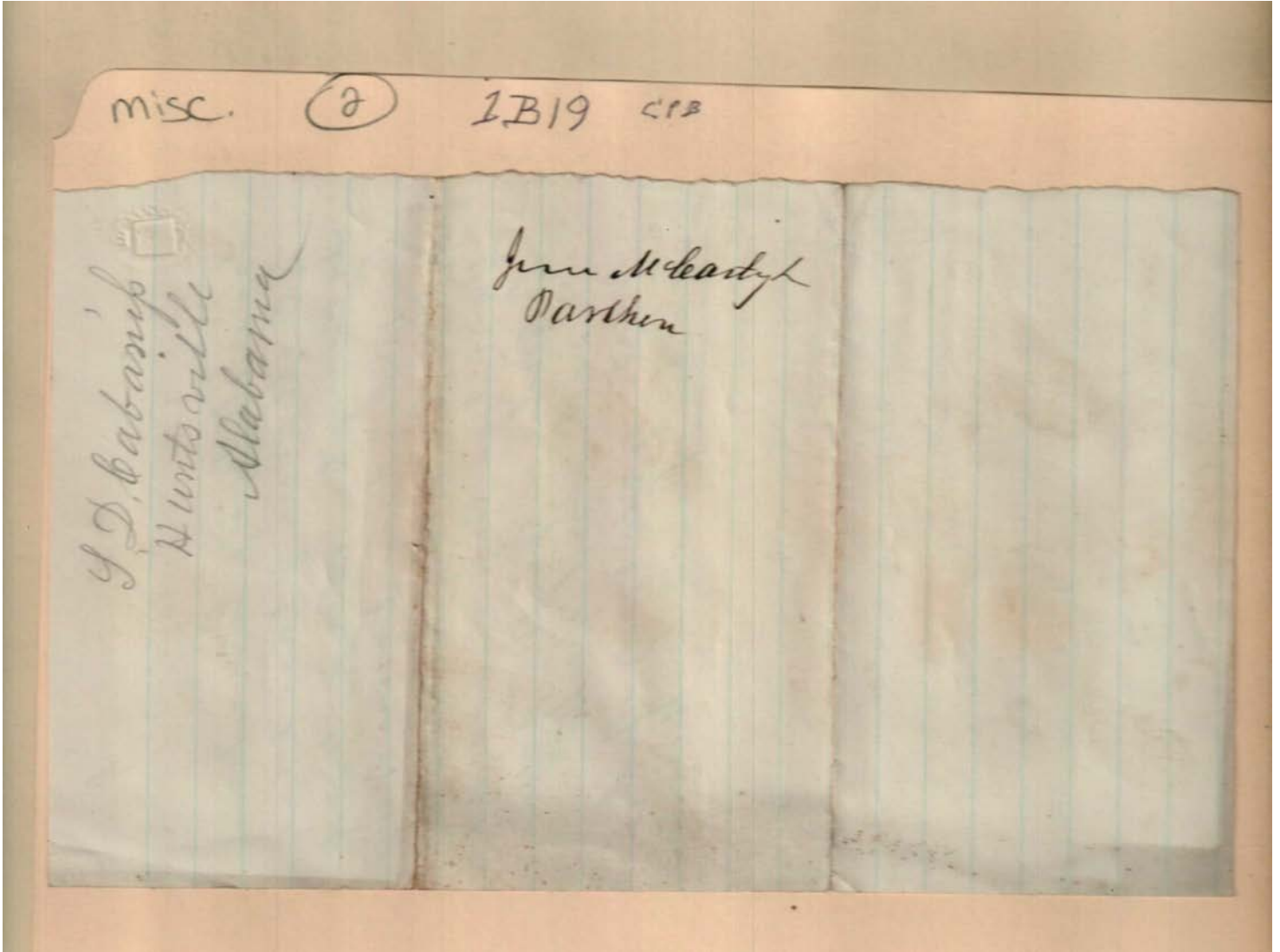
Higginbotham, Jo

Sullivan, J. P.

Wilson, W. H.

Types:

account



Names:

Cabaniss, S. D.

McCarty, Jim

Places:

Huntsville, AL

Types:

memo

misc. (8) 1B19 CFB

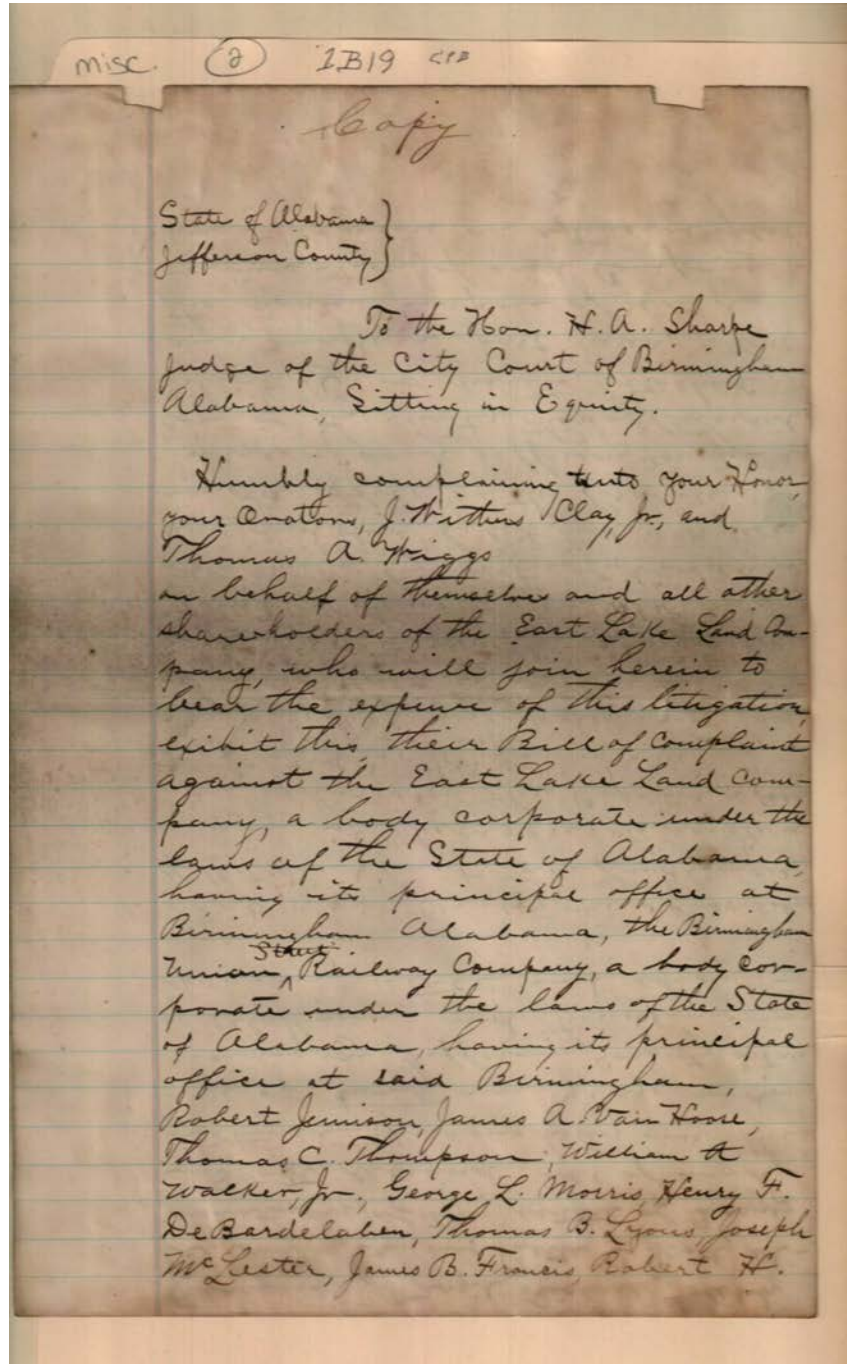
I am all ready here on
E. S. Moore place on
Leicester road about
6 miles from town north
of the road - house about
1/4 mile. CFB house at
6 miles - go the Topsham
Road about 1/2 to
White gate on right &
go on find to house -

Names:

Moore, E. D.

Types:

memo



Names:

Birmingham Union
Railway Co.
Clay, J. Withers, Jr.
DeBardelaben, Henry
F.

East Lake Land Co.
Francis, James B.
Jemison, Robert
Lyons, Thomas B.
McLester, Joseph

Morris, George L.
Sharpe, H. A.
Thompson, Thomas
C.
Van Hoose, James A.

Walker, William, Jr.
Wiggs, Thomas A.

Places:

Jefferson Co., AL

Types:

city court of
Birmingham

misc. (8) 1B19 c13

Pearson, J. Virgil, Richard, Joseph
R. Smith, Sr. and Berta C. Scott, ad-
ministratrix of the estate of Barney
C. Scott, deceased, all of said
natural persons being over the
age of twenty one years, and
residing in Jefferson County, State
of Alabama, and thereupon com-
plaining, state and show: -

1. That your Orators are share-holders
of the said East Lake Land Company
owning, in the aggregate fourteen
shares of the Capital stock
thereof, of the par value of
One hundred Dollars per share; that
said company is a body corporate
organized under the general cor-
poration laws of the State of
Alabama, by virtue of proceedings
had and duly filed and recorded
in the office of the Probate
Judge of said Jefferson County - a
copy of the charter thereof, marked
Exhibit "A" is hereto attached,
and made a part hereof; that
the main purpose of said
organization of said Company
was to acquire an extensive plat

Names:

East Lake Land Co.
Pearson, Robert H.

Richards, J. Virgil
Scott, Barney C.

Scott, Berta C.
Smith, Joseph R., Sr.

Places:

Jefferson Co., AL

Types:

city court of
Birmingham

misc. (8) 1B19 c18

of land about six miles from the city of Birmingham and develop the same, as a place of resort for pleasure and recreation for the people of said city, and as a place of residence for people engaged in business in said city, by surveying and laying off the same into lots, streets and parks, and constructing lakes, racetracks and other pleasure resorts, and to engage in selling said lots, that said land was so acquired and so developed, and many lots sold. That for the purpose of more thorough and perfect development of said property and enhancement of the same, as well as for the great profits to be derived from the construction and operation of a railroad from said property to and through the said City of Birmingham, the said Company procured the passage of a Special Act of the Legislature of Alabama, which was approved Feb'y 21st 1887, a copy of which is hereto attached, marked Exhibit "B," and made a part hereof, empowering it to

Places:

Jefferson Co., AL

Types:

city court of
Birmingham

misc. (8) 1B19 518

construct and operate a railroad, as above described, from said property, which was then and is now called "East Lase", by and through the city of Birmingham to the town of Bessemer in said County, and that pursuant to the power given by said act, said Company did construct and build a railroad and put its cars thereon from said East Lase to Spring Street in the town of Avondale, a suburb of the City of Birmingham a point within a very short distance of said City. Your Orators aver that in procuring said special act, and constructing said road under it, the said Company and its stock-holders contemplated and intended, and it was essential to the welfare of the Company in respect to the development and enhancement of its said property, that the said Company should retain perpetual ownership, management and control of said railroad.

Places:

Jefferson Co., AL

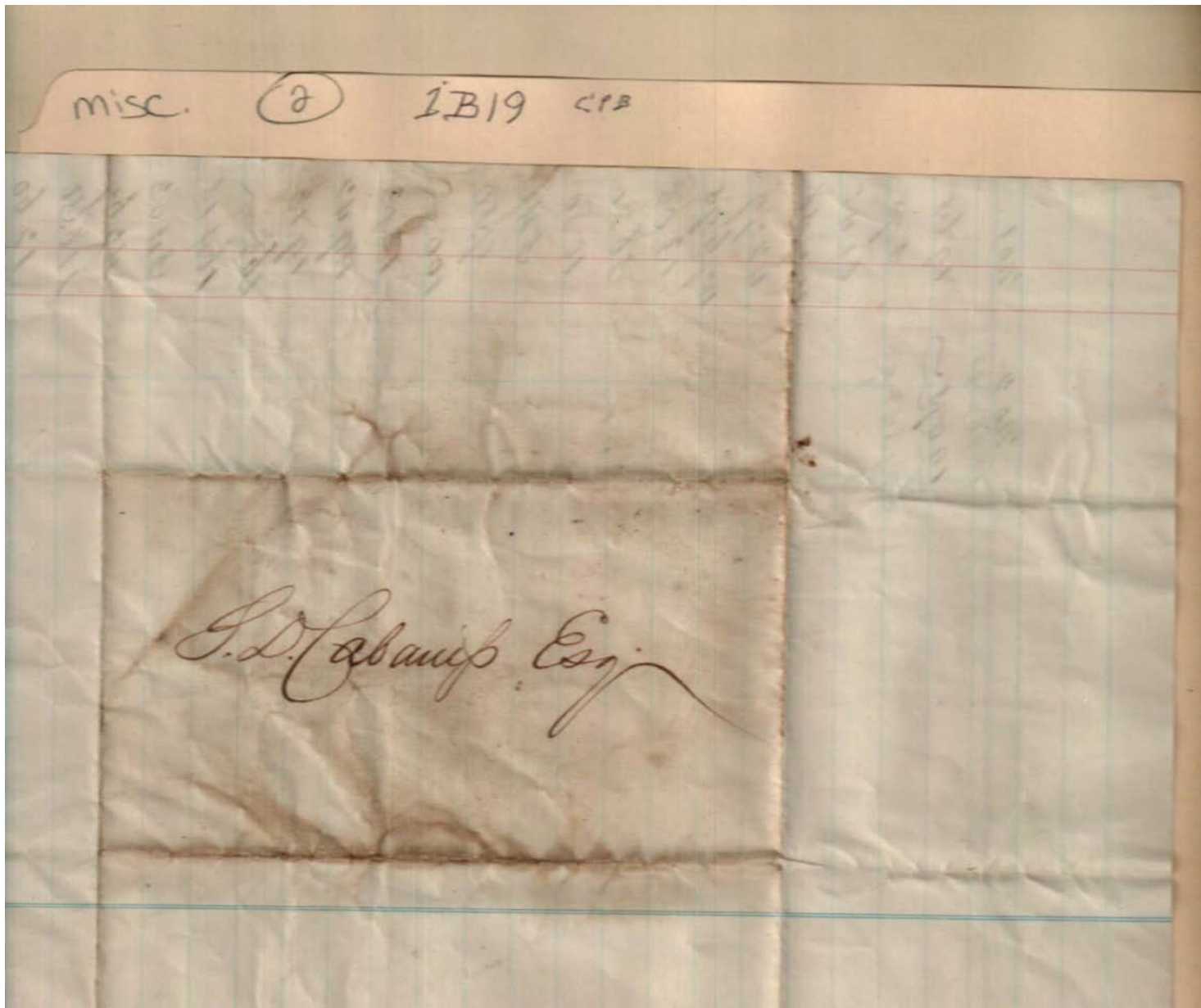
Types:

city court of
Birmingham

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 19, Folder 2

Legal and court documents, undated (2 of 7)

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Names:

Cabaniss, S. D.

Types:

account

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 19, Folder 2

Legal and court documents, undated (2 of 7)

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misc. (8) 1B19 crs

710 2	710 1
17.767.92	
10.075	19.65
127.542.92	5.75
	81.45
	174.58
	42.49
	47.6.95
	13.08
	58.20
	10.80
	5.40
	9.50
	100 -
	13.13
	49.42
	19.13
	168 -
	164.15
	51.83
	42.64
	118.50
	12.60
	164.80
	43.98
	883.64
	138.61
	6944.88
	11.16
	11.62
	57.38
	2500 -
	2568.31
	3000 -
	17.767.92

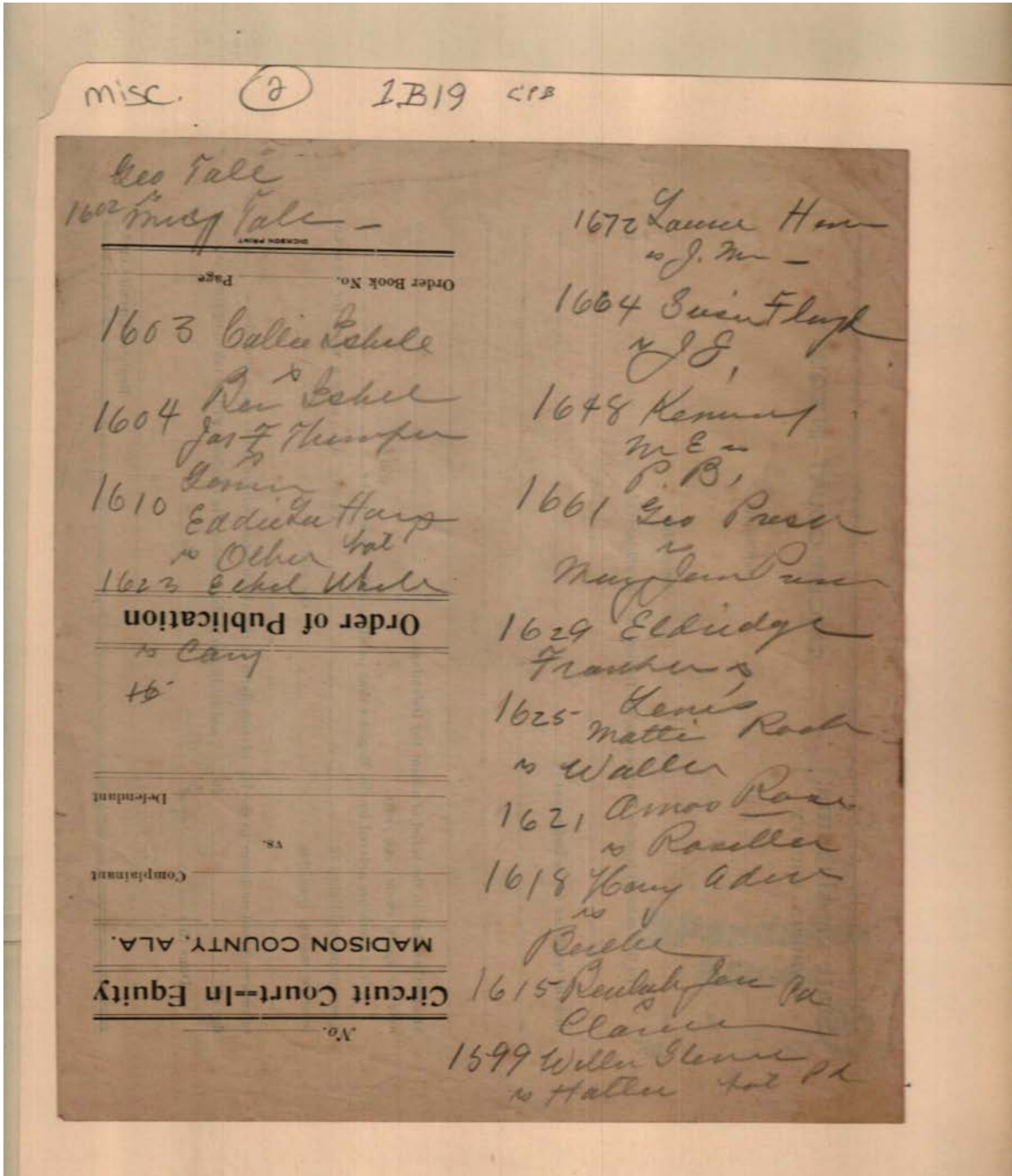
Pendaflex
Esselte
752 10% P4

Names:

Cabaniss, S. D.

Types:

account



Names:

Eldridge,
Floyd, Susie
Harp, Eddie Lee

Isbell, Ben
Isbell, Callie
Rose, Amos

Tall, Geirge
Thompson, James F.
White, Ethel

Types:

list

misc. (2) 1819 189

The deposition of Jno L Rison
a witness sworn & examined ^{orally} &
& by order of a commissioner is
sent out of the Chancery Court
to the 5th District of the North Western
Chancery Division of the State of Alabama
in a cause where pending ^{in fact} Elizabeth
Owen Wilson is complainant, and Jas
R Stevens et als are defendants
Said witness being duly sworn
to speak the truth in whole
truth and nothing but the
truth deposes & says as follows.

I am one of the depts
in the suit & am
engaged in the
business & am in
service business. I have
been in ind. for about
40 years & in the
business to find all
the time in Huntsville
in connection with
the N. Ala. Imp. Co. I
was a director & the
Secretary.

I remember the circumstance
slavery of a loan made
by the N. Ala. Imp. Co. a loan of
A O Wilson Wilson to the
N. Ala. Imp. Co.

Names:

Rison, John L.
Stevens, James R.

Wilson, Elizabeth
Owen

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc. (2) 1819 c18

2.

agt.
I was agt of the New
York Life Ins Co in
1892. I collected the
renewals. I never
went out a mile in
business of collecting
if to any on road.
I sent in the appli-
cations.

I had nothing to do
with the issuing of the
policy of A. Owen Wilson
as far as I heard
he was dead.

I knew that he was
dead because I sent
in his renewals. I
saw as I heard he was
dead. I went to the
company for the blank
to make out the
proofs of loss. so as to
get the money for
the widow as soon
as possible.

The blanks were re-
ceived & proofs made
so far as they could
be until a claim was
presented.

Names:

Wilson, A. Owen

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc. (2) 1B19 cca
③
It was necessary to have
an order to collect it.
It was a month to get a writ
issued for the term
of his death since the
deed was appointed.
I had not a thought
in the world to do with
the appointment of
the administrator.
When the deed was
appointed I had no
knowledge of what he
would do with the
money. After he was
appointed the trustee
was sent on and the
the check was sent to
him. When the check for the
money was paid to
me I thought I had no
knowledge or estimate
of what he would do with
the money. except that
he said that he would
deposite the deposit. that
he would put some
in one bank & some
in the other. I cannot
my knowledge of the
matters in this way.

Names:

Crawford,

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc (2) 1B19 c18
4

I told him that my
trust would cash the
check without charging
any exchange.
My recollection is that
the full amount of the infor-
mation that I had that
5000 of the money had
by Crawford. 1000 to be
loaned to the N Ala Imp
Co. 1000 when the
note of the N Ala Imp
Co. signed by the Presi-
dent was sent to me
to be attested by me
as Secretary.

Q About how long after
the check of the Imp Co.
had been delivered to
Newbernport, was it
before you began any
change of a loan to the
N Ala Imp Co.

A I can't give the exact
time but I sup. it
must have been
a month or 6 weeks.
I can refer to my
books & find out.

Names:

Crawford,

North Alabama
Improvement Co.

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc. (8) 1B19 c13
5-

The money loaned to loan
for the N Ala Imp loan
by Chick.

The books passed through
my hands as secretary.
I turned the check over to
the treasurer of the Co.
The N Ala Imp loan
the money borrowed from
loaned to T B Dallas.
in the Dallas report.
It was that amount.
I have a copy of the
contract of the N Ala Imp
loan with Dallas.

I have the minutes of
the N Ala Imp Co showing
a copy of that contract
with T B Dallas, the date
of the meeting was Nov
2nd 1890.

Inty 3
Ans 3

I would ask you to pro-
duce a copy of the
minutes on that sub-
ject & make the same
available to your
depository.

Attempted to be the day
because it calls for sec-
ondary evidence and
because the ad in question
refers to purchase of copy
certain contract

Names:

Dallas Manufacturing
Co.

Dallas, T. B.

North Alabama
Improvement Co.

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc. (2) 1B19 cca
6
6
The said original con-
tract on the best evidence
yet been the same.
Contract is irrelevant &
inadmissible to prove
this complaint
& the same contract
is not a self proving
instrument that has
been proved.
Ans. said produce a copy of the
minutes ~~showing~~ and
ask the De. to mark the
same a part of depositions
& identify & identify it
in minutes, etc. J. R. Rison
No 1
Compt abgo to the same
E. R. Rison for R. Rison
no one upon the
grounds stated in his
objection to the last
entry
Ans. I will only say that I have
not to 1 B. Rison's account
to be only
him under that contract
Compt abgo to the last entry
because no contract is

Names:

Rison, John L.

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc. (8) 1819 era

7

is proper in case, & the
cause of calls for in-
tervention & injunction
therein.

Ans 5- It was my understanding
into the
objection that if the cotton mill
was secured so far as
for in that contract.

object concept object to the date
by contract because no contract is
properly in evidence &
because it calls for
intervention & injunction
therein.

Ans 6- Well now then on
too in my property for
contract. The mill
was burnt & the
consequence of the
contract & the value
of the \$25000 bonds
The mill was se-
cured by this contract
more with \$50000
in other words if it
had not been for the
Mala I suppose the mill
would not be there to day

Names:

Dallas, T. B.

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc (8) 1B19 c12

8

The balance. the \$2500
 bonds were secured
 for roads amongst
 myself. with the B.
 I was to get the money
 to pay the balance.

except. ^{the} sum
 objection to this was
 that was in, and
 the Ind. lost property.

July 7 I ask you if that is
 not a very large mill,
 costing more than

objection ^{to} the
 of ^{the} ^{land} ^{because} it is
 plaintiff ^{leading} ^{to} ^{irre-}
^{re-} ^{dicted} ⁱⁿ ^{sub-} ^{stantive} ^{evi-}
^{den-} ^{den-}

also) It is a very large
 net class mill, and I
 think cost in the
 neighborhood of \$650,000
 I think that is about
 what it cost

Objections

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc. (8) 1B19 c12

89

When the individual of B
 in this case personally
 bound. In other words
 amount of the 25000
 which the N. Ala. Imp. Co.
 was to pay to G. B. Dallas.

Except what to the Ind.
 because of assurance that
 the N. Ala. Imp. Co. was
 bound.

Ind. It calls for the
 opinion of the witnesses
 in a question of fact.
 and it calls for an
 interpretation of instruments
 made by

ans 8 No.

July 7. The result of the evidence
 would be that the Ind.
 of the 5000 per by contract
 to the N. Ala. Imp. Co. or
 from any interest of
 individuals on the
 payment of that money
 to G. B. Dallas.

ans 9. None what ever.

Names:

Crawford,
Dallas, T. B.

North Alabama
Improvement Co.

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc. (8) 1B19 CPB

1890

July 10 At the time the note was
made by the N Ala Imp
Co. to secure its note to be
deposited as security for the
\$5,000 loan made for him,
I did not know of the
nature of the property
deposited as security
for the amount of the
loan.

Attempts are to be made
to obtain evidence
because of the fact that
no consideration could
be obtained against the
deponent.

Ans 10 Yes at that time
it was.

July 11 I am acquainted with
Ans 11 Mrs. Wilson the complainant.
She is in the store to see
me about the matter.
I do not know how long
it has been since she
last left.

She came to me to see
something about the prop-
erty of it. At the in-
terest on it, I think it
was.

Names:

Crawford,

North Alabama
Improvement Co.

Wilson, Mrs.

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

11

misc. (8) 2B19 CPB

I look under it to see
 if you had long been in
 the summer took place.
 The commission may have
 been to this effect that
 I had no funds in
 hand and I advised her
 to furnish her money
 & make her money.
 That is just what
 about the summer was
 about the substance of
 at the whole of it.
 I think she was in
 the back room at my
 desk

July 12. State in. then not in that
 case. you are my only
 witness for state to
 say Wilson that it
 you had known when
 money it was that
 you would not have
 signed the note.

Ans: I made no such
 statements. I know it
 was

Int 13. At the time you signed

Names:

Wilson, Mrs.

Places:

Madison Co., AL
 chancery div.

Types:

deposition

Dates:

c. 1895

misc. (8) IB19 c12
12

the man a security. I
knew that the same was
in my hand by [unclear]
[unclear] adm of Wilson

Aug 14 I knew that the money
held by [unclear] as adv.
of Wilson was money
belonging to Wilson estate
& that the money that
the N Ala Imp Co. got.
was a money belonging
to Wilson estate.

I knew that the money, [unclear]

Aug 15 state which is not on
that occasion it is my
own term in state
to Mr Wilson that when
the N Ala Imp Co. took
that money that they
knew they could never
pay it back or any
thing to that effect

Aug 15 I have no recollection
of making any such
statement

Aug 15 Can you turn to the minutes
of the Co showing the
making of the note and to
the [unclear] as above?

Names:

Crawford, C. H.

North Alabama
Improvement Co.

Wilson,
Wilson, Mrs.

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc (8) IB19 13

It is not recorded on the book
 I keep at the time the mem-
 orals were drawn off on paper at
 the meeting they were laid
 aside waiting until kept
 in a box some time over.
 The resolutions relating
 to the loan borrowed
 to pay the last 3 or 4 months
 of the bond & debts kept in
 an envelope & were not
 brought to the m. B. K.
 for the reason that at the
 sale of the N. Ala. Imp.
 Co. property all of the
 deeds were to be made
 a matter of record &
 the fact that they re-
 lated to the Sec. & the
 minutes were not suf-
 ficiently correct. The deeds
 should be returned upon
 the minutes as other
 that they might have
 been given ^{to} ~~to~~
 These minutes were written
 up & kept in envelopes

July 17
 Please make a copy of
 the minutes of the N
 Ala. Imp. Co. in reference
 to the execution of the
 notes & only to be loaned
 to A. O. Wilson & make that
 copy on hand to you

Names:

Crawford, C. H.
Humes, Capt.

North Alabama
Improvement Co.

Wilson, A. O.

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc. (2) 1819 118

1 x

(14)

deposition. sworn, & it for
identification.

objection
competes
deposition. sworn, & it for
identification.
Because it calls for evidence
& inadmissible testimony.
Because it is minutes
has not been entered in
the minute book of the
court. & because it calls for
secondary evidence.

was 17 I allotat a copy & make
it. J. L. Rison. & list No.
2.

July 18. State in which the witnesses
at the time he is in court.
The law in N. Ala. says that
was a piece of ^{evidence} of the facts
of what deposition the N. Ala.
says he is under it. It
is a property business
etc. & is not a fact.

objection
competes
deposition. sworn, & it for
identification.
Because it calls for evidence
& inadmissible evidence.
& because witness cannot
testify to the knowledge of
another person.

Names:

Crawford, C. H.

North Alabama
Improvement Co.

Rison, John L.

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc. (8) 1B19 c18
15.

Aug 18. I thought Mr. Crawford's com-
munications with all of the other
in regard to the amount
for the amount that he
was then assisting
in a job for Ashington
in the selling of the
business in accordance
with the sale made.

Same objections as to Inty.

Aug 19. I produce now the
original contract between the
N. Ala. Imp. Co. & J. B. Dal-
las a copy of which I
offered in a previous part
of the annotation and
inserted in Mr. L. Rison
No. 3. I do not wish to
portend that this original
but it can be produced in
the trial if desired.

Aug 20. In a former part of my
deposition you spoke
of the amt paid to J.
B. Dallas by the N. Ala.
Imp. Co. as a bonus please
state whether or not you
refer to the amt. which

Names:

Ashington, James F.
Crawford,

Dallas, T. B.

North Alabama
Improvement Co.

Rison, John L.

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc. (8) 1B19 c12
10.
which was to be paid
to T. B. Dallas by the
N. Ala. Imp. Co. under
that contract.
Ques. That is what it was
under that contract.
I have produced the
original of the minutes
kept by me. a copy
of which has been
made. Exhibit No 2
to my deposition. I
retain the original of the
minutes. The minutes
in reference to the
action in question above
are on several sheets
of paper I mark the
face sheets containing the
entire minutes of that
meeting pertaining to
that transaction of T. B.
Dallas. I do not wish to
part with the possession
of these papers. There
are the minutes of the
my time written & made by
me at the time of the
meeting. I put them
in envelopes & filed them
away. They were not used
at the time because there
were many other transactions

Names:

Dallas, T. B.

North Alabama
Improvement Co.

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc. (2) 1819 c18

17 ~~16 17 18~~

coming on a head of them

cross examination by
 of deputy conductor at
 office of H. S. & S. paper
 in Mich. 25. 1895-

Ans to
 that

I had no to my dep
 section does not contain
 a complete copy of
 all the proceedings of
 the meeting of May 25.
 1920. the following is
 a copy of the minutes
 kept by me at the
 meeting of what
 occurred before the
 resolution was in-
 ferred by H. S. & H. S.
 say as shown by
 no. 2 to me.

In matter of Haines the
 President & Secy. be and are,
 hereby authorized to execute
 jointly with the N. W. & Assoc.
 certain notes & deeds at
 least to S. & R. X Association
 as beneficiary & Jos. Mastin
 as trustee in place of & as
 substitution for it with
 money of the N. A. I. loan
 fund. Therefore executed

Names:

Halsey, Charles H.
Mastin, Joseph

North Alabama
Improvement Co.

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc. (2) 1819 1819

16 +7

to the said N B & L Association as beneficiaries and Joseph Martin as trustee being three in number and for the sum of \$62500 each. The removal does not affect the understanding & agreement with & question between the North Alabama Improvement Company & the N W L Association by which the latter for consideration mentioned in said agreement accepted a conveyance for the North Alabama Improvement Co. of the said lands conveyed by first deed of trust and set just to the encumbrance and sealed thereby in the matter the President is secretary of the Company to me are hereby authorized to make proper entry on books in proper Judge of the said cancelling all records of mortgages and liens on Real Estate other debt secured thereby has been paid. Motion carried

Names:

Mastin, Joseph

North Alabama
Improvement Co.

North West Land
Association

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc. (8) 1B19 112

19 + 8

The motion by President
 or Secretary of the Association
 are hereby authorized
 to transfer said record
 to the N. W. L. Assn. such
 mortgage and liens on
 real estate as pertain to
 N. W. L. Assn. by subject
 N. A. I. to the said N. W.
 L. Assn. Passed:

~~Will~~ To simplify matters
 I make a complete copy
 of all the minutes of
 said meeting of May
 28/92. as set forth to
 my deposition and
 make the same. J. L. Rison

Joe F. O. was the promoter
 of the N. W. L. Assn. & introduced
 his brother Mr. J. O. Rison
 who talked the matter over
 before Joe F. O. came here.
 He & his brother Mr. J. O.
 were the largest stockholders
 when the Assn. was first
 formed they took 15% of
 the stock of a par value of
 100 per share & subsequently
 the stock was increased
 after the 1st reorganization;

Names:

North West Land
Association

Rison, John L.

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc. (2) 1B19 c1a

19 20

Case 3 After such increase they took 215,000 of the stock making a total of stock held by J. F. O'Shaughnessy \$230,950.00.

There were 40,000 of stock at the N. A. L. Co. under & secured by the deed of trust that it made \$71,000 to the O. Co. They were 15,100 of their bonds to keep in the Treasury of the Co & the remainder at the 40,000 were put out to Mr. J. & J. H. O'Shaughnessy loaned \$245,675 at said bond. They were determined to them & to them for a loan made by them & for property.

Was this deposit of the bond appear as of Jan 29/89. In ledger A of the book of the N. A. L. Co. on page 254. does the following entry occur under the title bond ac ct 1889 Jan 29 "Real Est. in J. & J. O'Shaughnessy (7X) 2486 75.00"

Names:

O'Shaughnessy, J. F.

O'Shaughnessy, M. J.

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc. (8) 1B19 112
24 (21)
✓ Treasury trans. 7x / 15132500
The original entry,
+ ans 5 These entries, often, they do not show the disposition of the bonds.
That entry is pointed to page 7x of the journal which shows the disposition of the bonds. I attach a copy of page 7x of the journal & mark it "Jou. T. Rein" & mark it "No. 5" & make it a part of my deposition.
The 156. thousand of the Treasury bonds so referred to were placed in the hands of Jos. G. White to borrow money on: except 17000000 which was ^{expended} in the purchase of the bonds for the same purpose.
+ Sub 6 What amt of the capital stock of said Co. was issued?
+ ans 6 It was capitalized at 5,000,000; but I do not know how much of

Names:

O'Shaughnessy, J. F.

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc. (2) 1B19 c12

22

that stock was issued

As does it not appear from Ledger A page 3408 that \$498882K of said stock was issued if not what amount was issued as appears from said entry.

That shows that much to the credit of Capital stock, but there was \$100,000 of said amount should have been charged off at the time said Capital stock was increased. Said \$100,000 being amount of advances made by M. J. & J. F. O'Shaughnessy, and was erroneously credited to Capital stock. When the Capital stock was increased, said M. J. & J. F. O'Shaughnessy applied that \$100,000 which had been erroneously credited to Capital stock to the purchase of new stock. The latter issued stock for that \$100,000 or was entitled to it under the new organization.

On page 69 of the stock Ledger is this entry. Dr. W. F. Baldrige 1888 March Treasury stock 1/4 shares Certificate - 106. \$150.

This entry shows this certificate was issued to

Names:

Baldrige, W. F., Dr.

O'Shaughnessy, J. F.

O'Shaughnessy, M. J.

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc. (8). 1B19 c10
23

1 Wth Baldridge one and one
2 half shares, for value
3 (\$150⁰⁰) one hundred and fifty dollars
4
5 The Journal on page 131 and
6 132 shows that William F
7 Baldridge bought three hundred
8 dollars of bond of the North
9 Alabama Improvement
10 Company bond issued
11 under the deed of trust
12 and a part of the 151,000 bond
13 kept in the Treasury, known
14 as the Treasury bonds.
15
16 On page 28 of the
17 Baldridge John Major
18 credited by ten and a
19 half shares of stock
20 certificate no 46. \$250⁰⁰ of
21 date March 1888
22 Said John Major purchased
23 five hundred dollars of the
24 Treasury bonds and two
25 hundred and fifty dol
26 lars of the said stock
27 and he paid for them
28 both as shown by
29 the entries on the said
30 Journal page 131
31 and page 132
32

Names:

Baldridge, William F.

Major, John

North Alabama

Improvement Co.

Places:

Madison Co., AL

chancery div.

Types:

deposition

Dates:

c. 1895

misc (8) 1B19 112
24

On July, 28/88. G. W. Halsey purchased 2,500
cash bonds & 50 shares of
stock for which the
firm the sum of 1000⁰⁰/₁₀₀

G. W. Halsey purchased 1000⁰⁰/₁₀₀
in cash bonds & 100 in stock
for 1,000⁰⁰/₁₀₀ on July 28, 1888.
on page 131 & 132 of the
journal.

Mr. Bernstein purchased
7000 of said bonds & 200
in stock for 10,000 on
July 28/88. as shown by
page 131 & 132 of the
journal.

J. R. Stevens purchased
4,500 of said bonds & 400
of stock for 2,000.
as shown by page 131 & 132
of said journal.

The said person named
above & others named
on p 132 of the journal
their money paid for said
stock ^{except} as ^{stated} above mentioned.
The said above payments
were made in cash.

Names:

Bernstein, M.

Halsey, C. H.

Halsey, W. L.

Harris, G. M.

Stevens, J. R.

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc. (2) 1B19 c12
28.

It is true that \$1000 of the stock of the Co was issued to W. H. Echols. He paid paid cash. \$500 & recd. \$500 bond & this in stock

ans. Is it true that the stock about which you have testified & which appears below as issued to certain persons on page 132 of James' journal at 6" was purchased certain persons, goodintend, in violation of the charter of the board.

ans. x They were told that for a \$1000 bond they would get just hold as much stock as they could.

When a man purchased a bond, they gave him stock in much stock as they could.

all. A Mr. McCullough, for \$300 in bonds & got \$150 in stock for which he paid \$300. Jack in Ross for \$1000 & \$500 in stock for which he paid \$1000.

Names:

Echols, W. H.

McCullough, A. W.

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc (2) 1B19 cfa
26

I make a copy of pages
131 & 132 of the "journal"
of the N. Ala. Imp. Co.
The said two pages are
the original book on
my hand writing
& make the same John
Rison's
John O'Shaughnessy resigned as the
exec. Jan'y. 11/92. as app
ears in the minute book
of the directors.
I have in my pos-
sion all of the books of
the N. Ala. Imp. Co. that
pertain to it. I do
not have the minute book
but have the same in
my possession. The following
are the books that I
have now left in
my possession.
Stockholders' Minute Book
Book of the Journal &
of the holders' Book &
Certificate Book
I was Secretary for the
organization of the Co. I resigned
about 1893.
These books of the Co.
were kept accessible to
all of the stockholders &
directors.

Names:

North Alabama
Improvement Co.

O'Shaughnessy,
Joseph F.

Rison, John L.

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc. (8) 1819 1818

27

(27)

The board of directors had
knowledge that that
the funds were turned
over to the O'Shaughnessy
as you have already stated.

I do not suppose that
there were any of them
who did not know
it.

The 19th Sept directors had
knowledge at the fact of
this transaction and
referred to which 1000.
of bonds & half that worth
of stock. some to sell
for 1000.

All the certificates
the stock that were in
the hands of the bank
were managed by
J. H. O'Shaughnessy & by name of
J. H. O'Shaughnessy.

The last thing that
the board of directors did
after the Com. was made
procure of Mrs. Wilson
to meet & see
her what the President
had done and her
signing the note.

Names:

O'Shaughnessy,

Wilson, Mrs.

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

misc (8) 1.1919 era
28

There has been no
official board of directors
since that time.
The meeting was May
25. 1877. *

Please examine this
check that I show you.
This check is dated
May 2. 1877. signed
W. R. & Co. also of
est of A. Owen Wilson on
the 1st Nat Bank of
Tomball 300. The
following endorsement
Pay to J. R. Stevens
Treasurer in order. S. H.
signed J. R. Stevens Sec.
also in board
of directors at Tomball
this is in the hand
written of J. R. Stevens

The other check you have
is for 1300 signed W. R. & Co.
pay to J. R. Stevens
also of W. R. & Co. amount
1300 signed W. R. & Co.
also of est of A. Owen
Wilson, endorsement of
low. pay to J. R. Stevens
Sec. at the Treasurer in
order. signed J. R. Stevens
Sec. The following is
document on in the check

Names:

Crawford, C. H.

Rison, John L.

Rison, W. R. & Co.

Stevens, J. R.

Wilson, A. Owen

Places:

Madison Co., AL
chancery div.

Types:

deposition

Dates:

c. 1895

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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

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