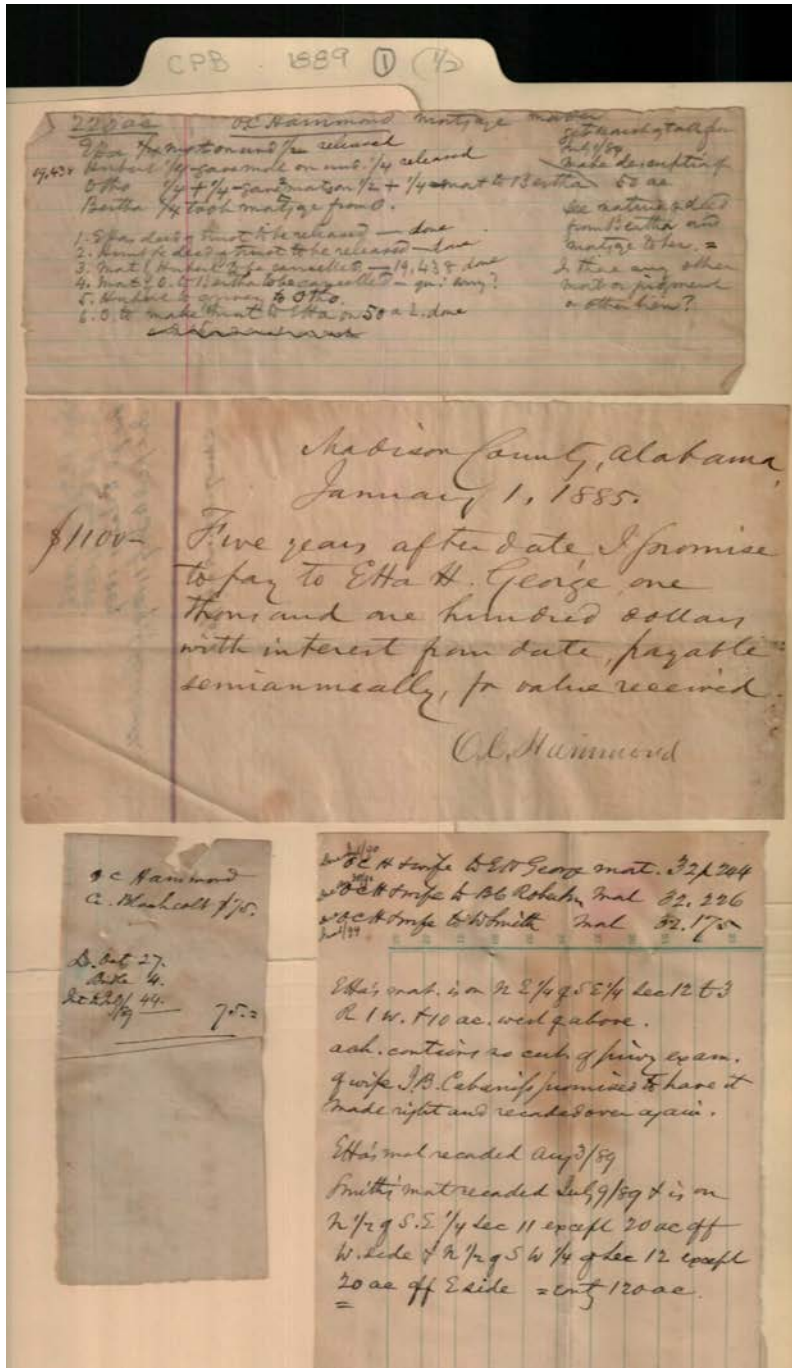


Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 13, Folder 1  
 Legal and court documents, 1889 (1 of 2)

Image 1 r01b13-01-000-0042 [Contents](#) [Index](#) [About](#)



**Names:**

, Bertha  
 , Otho

Cabaniss, J. B.  
 George, Etta H.

Hammond, O. C.  
 Robertson, B. C.

Smith, W.

**Places:**

Madison Co., AL

**Types:**

mortgage

promissory note

**Dates:**

1889

Jan 1, 1885

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 13, Folder 1  
Legal and court documents, 1889 (1 of 2)

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CPB 1889 D (1/2)

MADISON COUNTY, ALA., *Hay Pine* BEAT.

**LIST OF PROPERTY**

Returned by *Thomas George* To W. F. GARDINER,  
Tax Assessor for Madison County, Ala., for the Tax Year 1889.

REAL ESTATE—LANDS	SECT.	TOWNSH.	RANGE	No. ACRES	PROPERTY TAXABLE	PROPERTY EXEMPT	AMOUNT PAID
1. DESCRIPTION:							
<i>Part Sec. 12-11-12</i>				<i>3.1</i>	<i>24.00</i>		<i>24.00</i>
<i>do do</i>	<i>31</i>	<i>2</i>	<i>22</i>	<i>1.6</i>			
<i>do do</i>	<i>6</i>	<i>3</i>	<i>22</i>	<i>5.0</i>			
<i>Part 11-11-12</i>	<i>1</i>	<i>3</i>	<i>12</i>	<i>1.0</i>			
<i>do do</i>	<i>34</i>	<i>2</i>	<i>12</i>	<i>4.0</i>			
NUMBER OF ACRES IMPROVED.				<i>4.8</i>			
NUMBER OF ACRES UNIMPROVED.				<i>4.2</i>			
TOTAL NUMBER ACRES.				<i>9.0</i>			
2. CITY OR TOWN PROPERTY—Description of:							
3. IMPROVEMENTS ON REAL ESTATE ABOVE NAMED—Description of:							
PERSONAL PROPERTY.							
4. Wharves and Wharf Boats.							
5. Toll Bridges, Ferries, Turnpikes, Passes, Canals, Channels, Printing Presses and Material.							
6. Steamboats, Vessels, and other water craft, plying in navigable waters of the State.							
7. All Stock of Goods, Wares, Merchandise, the assessment to be upon the average amount on hand during the preceding year, but the amount so assessed shall in no case be less than the regular amount in the business.							
8. Cattle.							
9. Mules.							
10. Horses.							
11. Sheep and Goats.							
12. Hogs.							
13. Wagons, Carriages and other vehicles.							
14. Tools of whatever description.							
15. Farming Implements.							
16. Household Furniture.							
17. Libraries not exempt by law.							
18. Jewelry, Plate, Silverware, Ornaments and Paintings.							
19. Pianos and other Musical Instruments.							
20. Pistols, Guns, &c., Dirks, Bowie Knives, &c..							
21. Gross receipts of Cotton Presses & Pickeries, after deducting expenses.							
22. Studs, Jacks, Jennets.							
23. Race Horses.							
24. Gold and Silver Watches, Gold and Safety Chains, Clocks.							
25. Money hoarded or kept on deposit subject to order, except funds held subject to draft in regular exchange business.							
26. All money loaned, and solvent credit or notes at interest. (Indebtedness to be deducted from interest credit and excess taxed).							

*Handwritten entries in personal property section:*

7.	<i>40.00</i>	<i>50.00</i>
8.	<i>150.00</i>	
9.	<i>300.00</i>	
13.	<i>50.00</i>	<i>35.00</i>
15.	<i>75.00</i>	<i>25.00</i>
24.	<i>25.00</i>	

**Names:**

George, Thomas

**Places:**

Madison Co., AL

**Types:**

tax

**Dates:**

1889

CPB 1889 D (1/2)

PERSONAL PROPERTY--Continued.

	AMOUNT BROUGHT FORWARD,
27. Money employed in buying and trading in paper, or regular exchange,	
28. Market value of capital stock paid in, of any incorporated company,	
29. Investment in stock of any company or corporation out of the State,	
30. Investments in Bonds other than the United States and this State,	
31. Any property, real or personal, not enumerated,	
32. Gross amount sales at auction, 1/2 per cent.,	
33. Gross amount of commissions, factors, commission merchants, auctioneers,	
34. Gross receipts of cotton pickeries, storage of cotton, merchandise or produce,	
35. Gross receipts of lotteries and gift enterprises,	
36. Gross profits of Banking Associations created under the laws of the United States,	
37. Dividends declared or earned, and not divided, by Incorporated Companies doing business in this State,	
38. Gross commissions of real estate brokers,	
39. Gross receipts of Express and Telegraph Companies,	
40. Annual salaries, gains, profits or incomes, from whatever source,	
41. Gross receipts of distilleries,	
42. Gross income gas works, water work, public mills and gas, after deducting expenses,	
TOTAL STATE TAX,	
TOTAL COUNTY TAX,	

SPECIAL ASSESSMENT FOR SCHOOLS

NO ADDITIONAL TAX CAN BE LIEVED UPON THIS ASSESSMENT BY COUNTY.

43. Male inhabitants in the State over the age of 21 and under 45,	
44. Net amount of premiums of all Insurance Companies, return premiums to be deducted,	
TOTAL SPECIAL TAX,	

AGGREGATE TAXES,

STATE OF ALABAMA, } You do solemnly swear that you will true answers make to all  
MADISON COUNTY. } lawful questions which I may put to you touching the return you are  
property at its market value on the 1st day of January preceding, to the best of your knowledge and belief.  
So HELP YOU GOD!

ATTEST: *Thomas George* (L.S.)  
TAX ASSESSOR.

I HEREBY CERTIFY, That in this case I administered the oath orally, and asked each and all of the questions prescribed in "An Act to prescribe and regulate the mode of assessment in this State," approved 8th February, 1877.

*W. F. Gardner* Tax Assessor  
*Dr. W. H. ...*

Alabama, Madison County.

LIST OF PROPERTY RETURNED BY	
<i>Thomas George</i>	
Property Except, . . . . . \$	
Household and kitchen Furniture	
One Yoke Oxen . . . . .	
Cart or Wagon, . . . . .	
Cows and Calves, . . . . .	
Hogs, . . . . .	
Sheep, . . . . .	
Farming Tools	
Tools and Implements,	
AGGREGATE,	

1889

This List must be retained in the office of the Probate Judge for two years--Section 10, R. C. A.  
R. T. Jackson, Printer, Huntsville, Ala.

**Names:**

George, Thomas

**Places:**

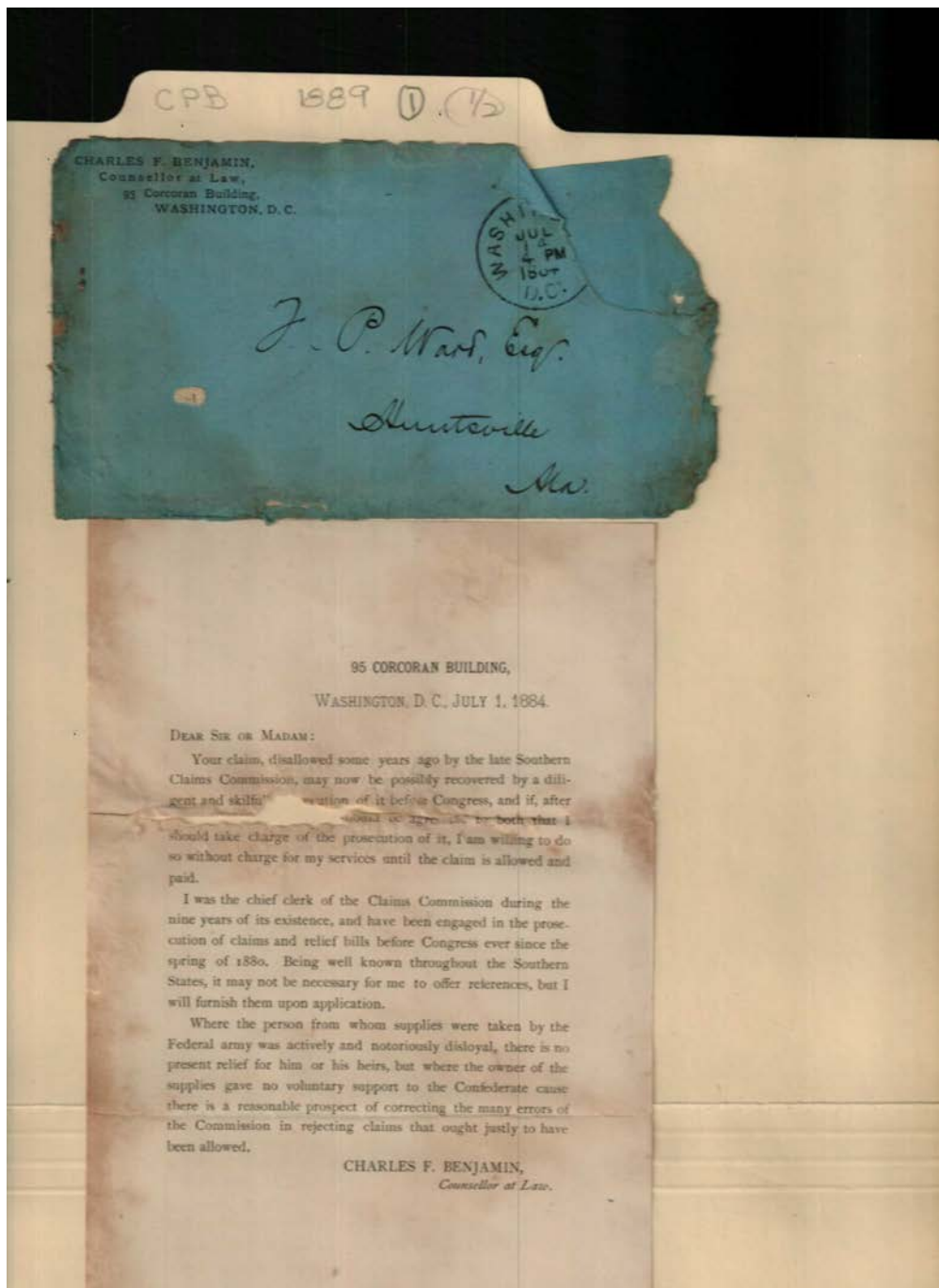
Madison Co., AL

**Types:**

tax

**Dates:**

1889



**Names:**

Benjamin, Charles F.

Ward, F. P.

**Places:**

Huntsville, AL

Washington D. C.

**Types:**

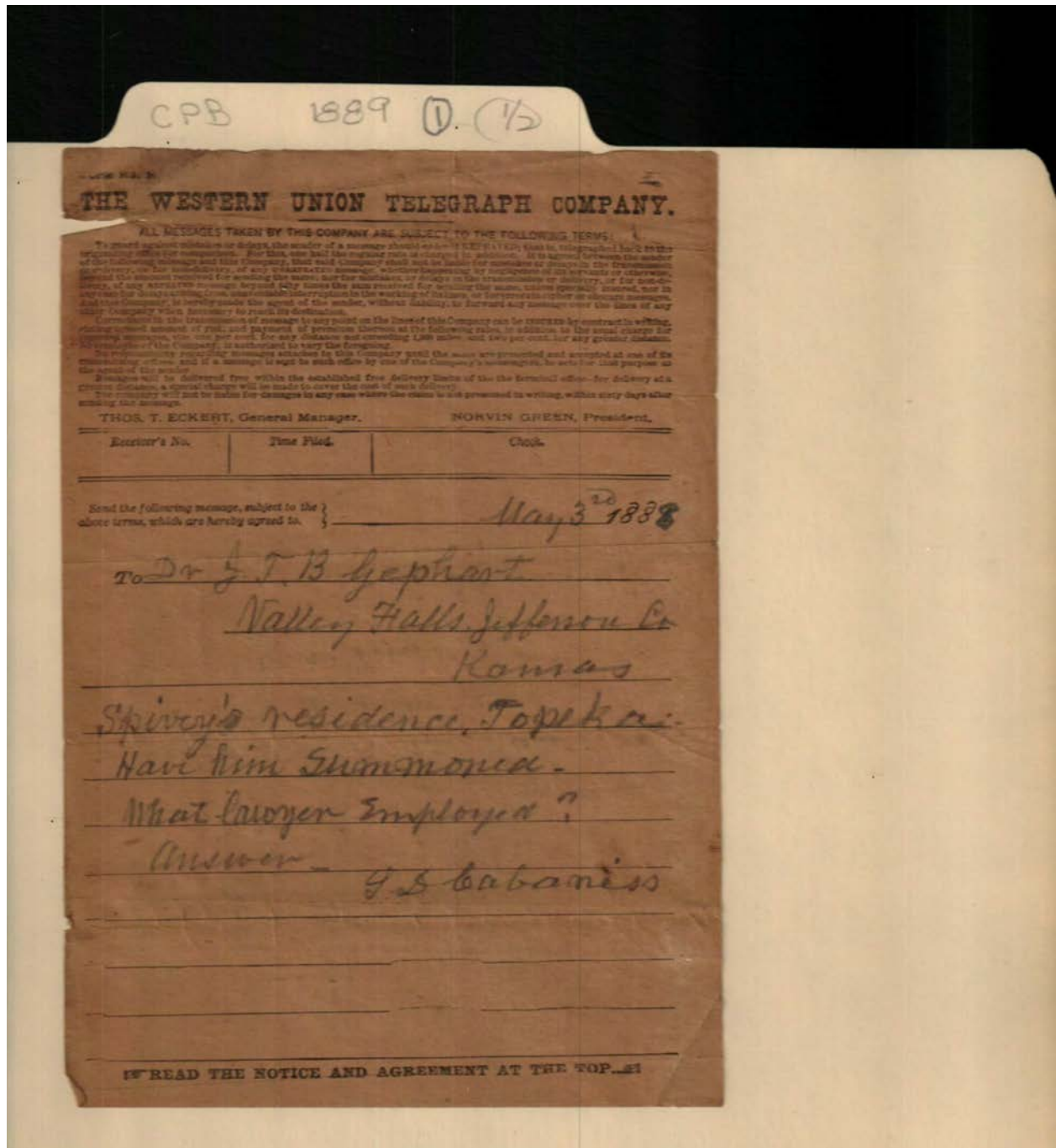
correspondence

envelope

**Dates:**

Jul 1, 1884

Jul 14, 1884



**Names:**

Cabaniss, S. D.

Conyer,

Gephart, J. T. B.

Spivey,

**Places:**

Topeka

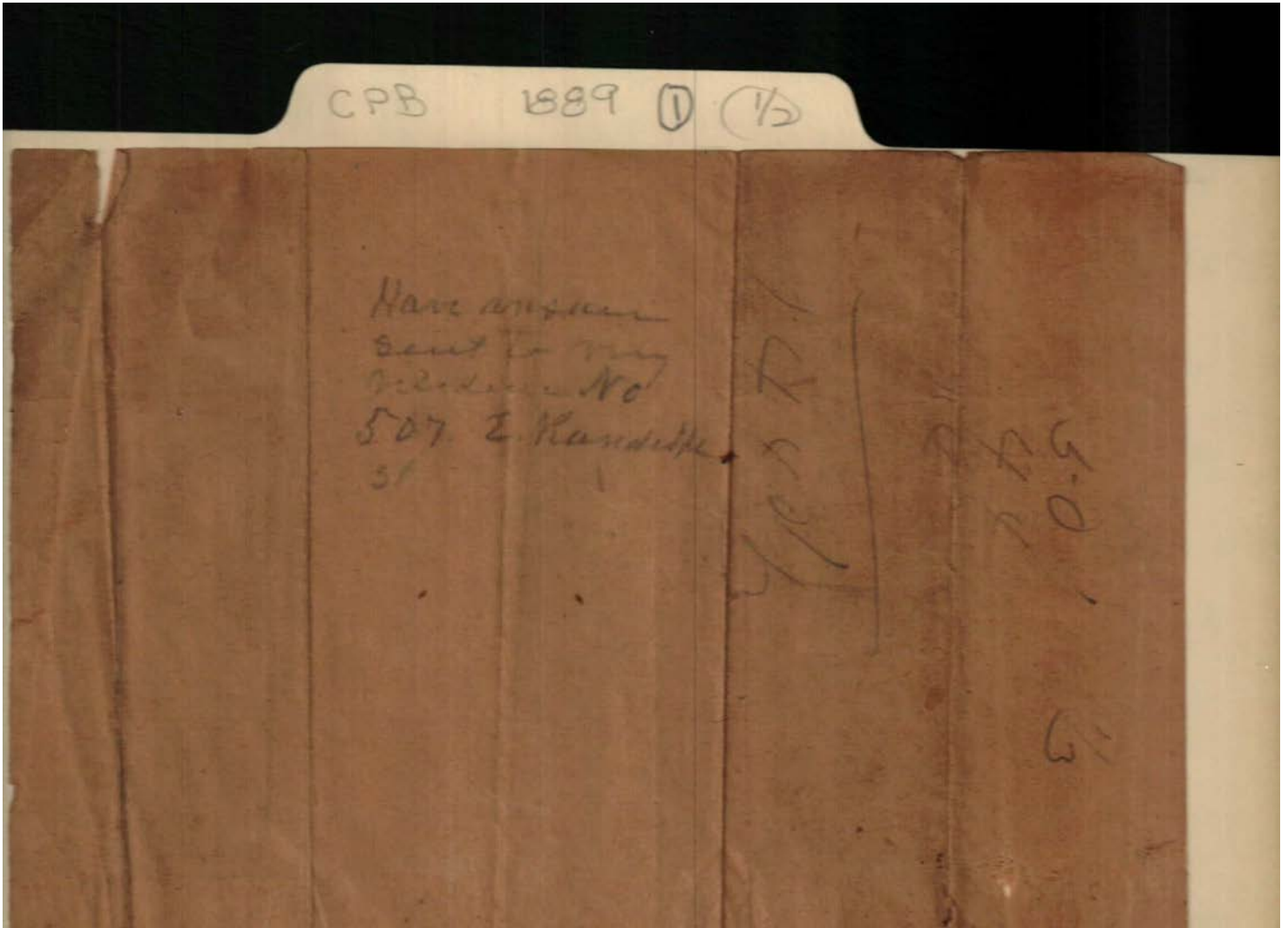
Valley Falls, Kansas

**Types:**

telegram

**Dates:**

May 3, 1888

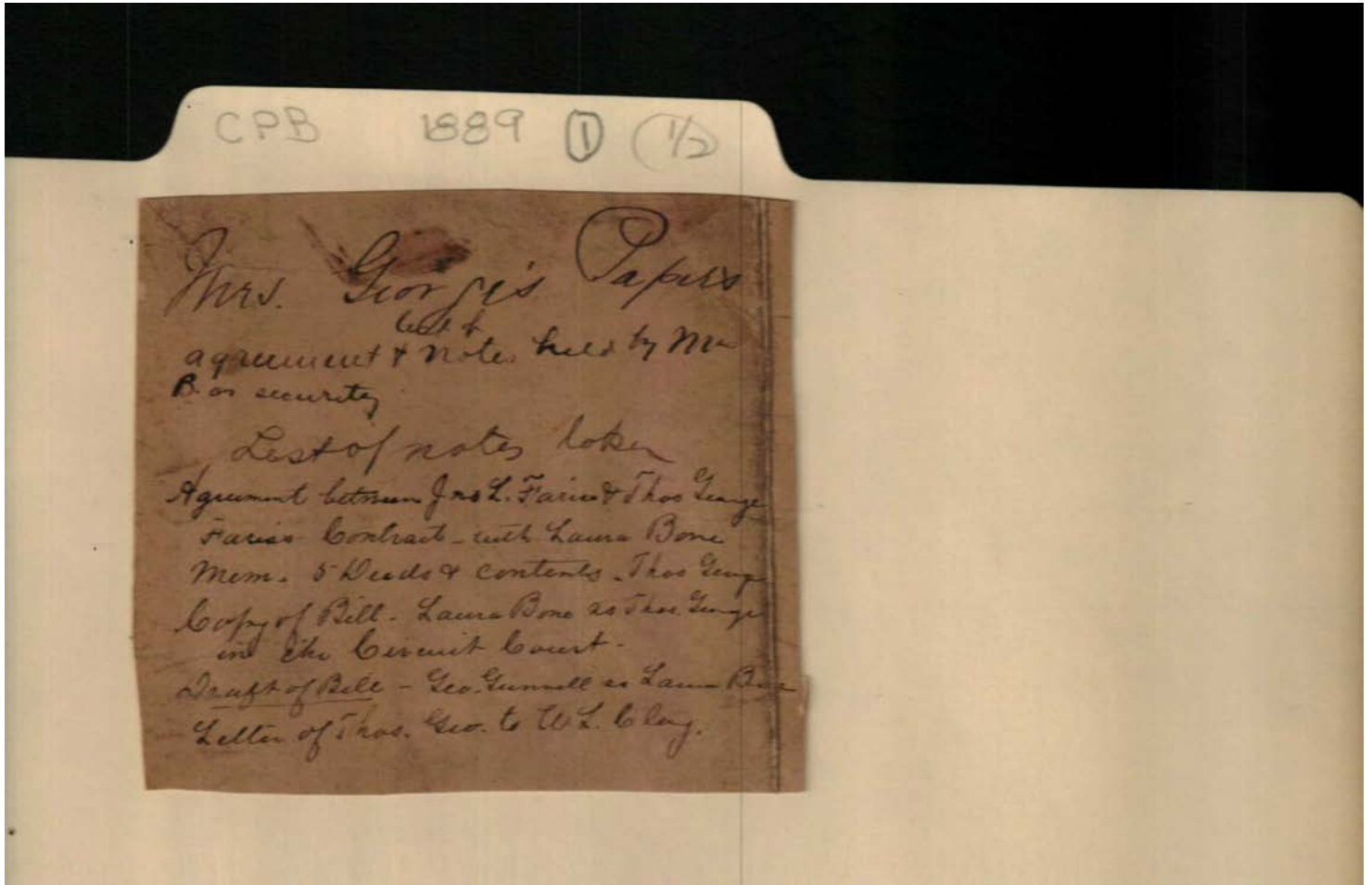


**Types:**

memo

**Dates:**

1888



**Names:**

Bone, Laura  
Clay, W. L.

Fariss, John L.  
George, Mrs.

George, Thomas  
Gunnell, George

**Types:**

list

CPB 1889 ① (1/2)

I hold as collateral security for the payment of Thomas, George, note to me of ten thousand dollars the following:

- note of J. Loomis for \$1000 with collateral.
- note of Robert Schrader for \$3700 with deed of trust.
- note of Samuel Boies and other for \$686<sup>35</sup> with deed of trust.
- note of Scott for \$1400 with deed of trust.
- notes of Samuel E. Bruckman for \$1100 and over with deed of trust.
- note of T. J. Moynahan for \$771.
- note of E. Judson and R. F. Judson for \$3400 or thereabout, with mortgage.
- note of S. P. Gutshall for \$500 with deed of trust.

Upon the payment of any of the above before the maturity of said note of Thomas, George to me, he may substitute in the place thereof any other good security of like amount.

**Names:**

Bone, Samuel  
Bruckman, Samuel E.

George, Thomas  
Gutshall, S. P.

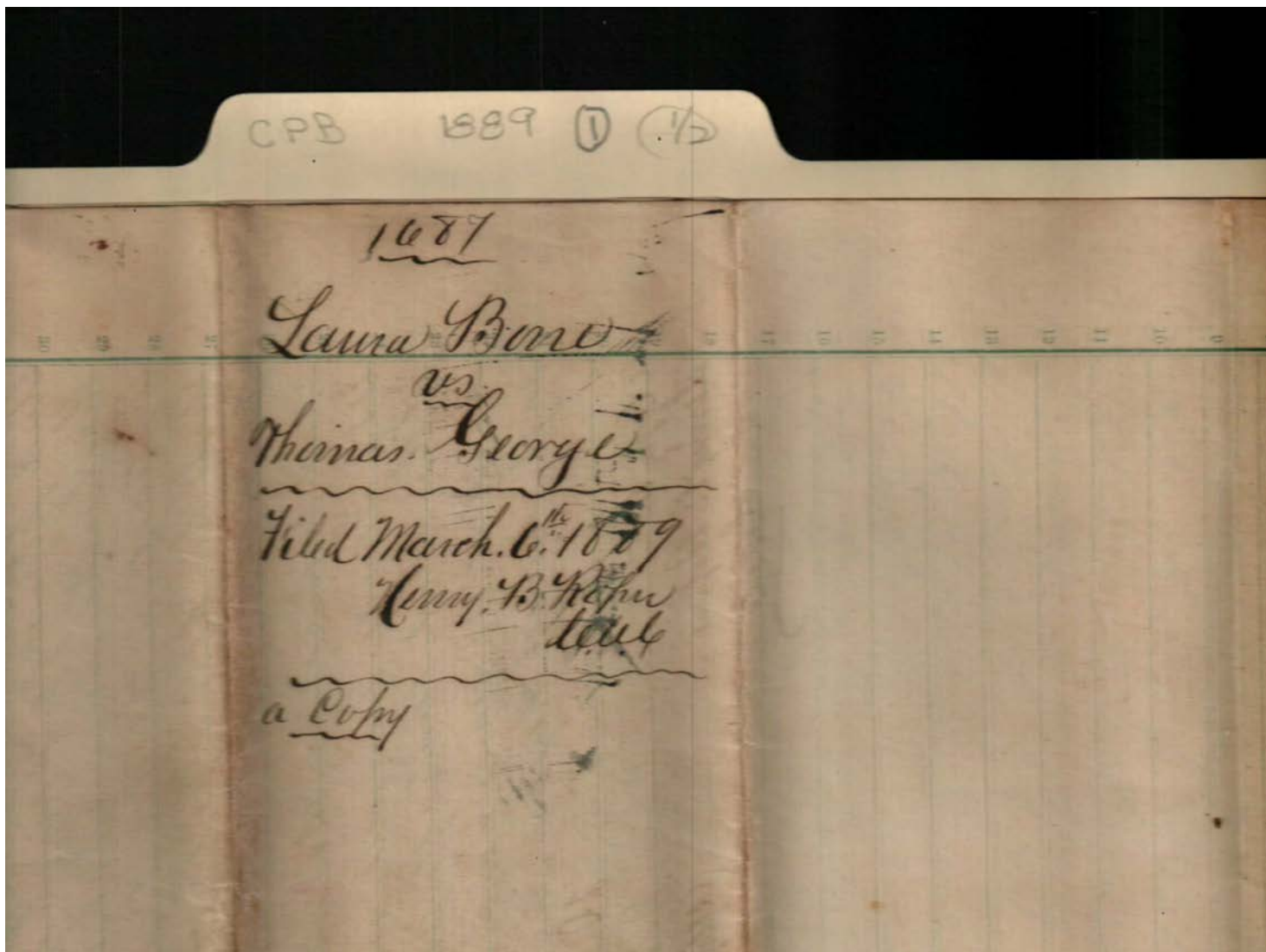
Judson, E.  
Loomis, J. L.

Moynahan, T. J.  
Schrader, Robert

**Types:**

note





case # 1687

**Names:**

Bone, Laura

George, Thomas

**Places:**

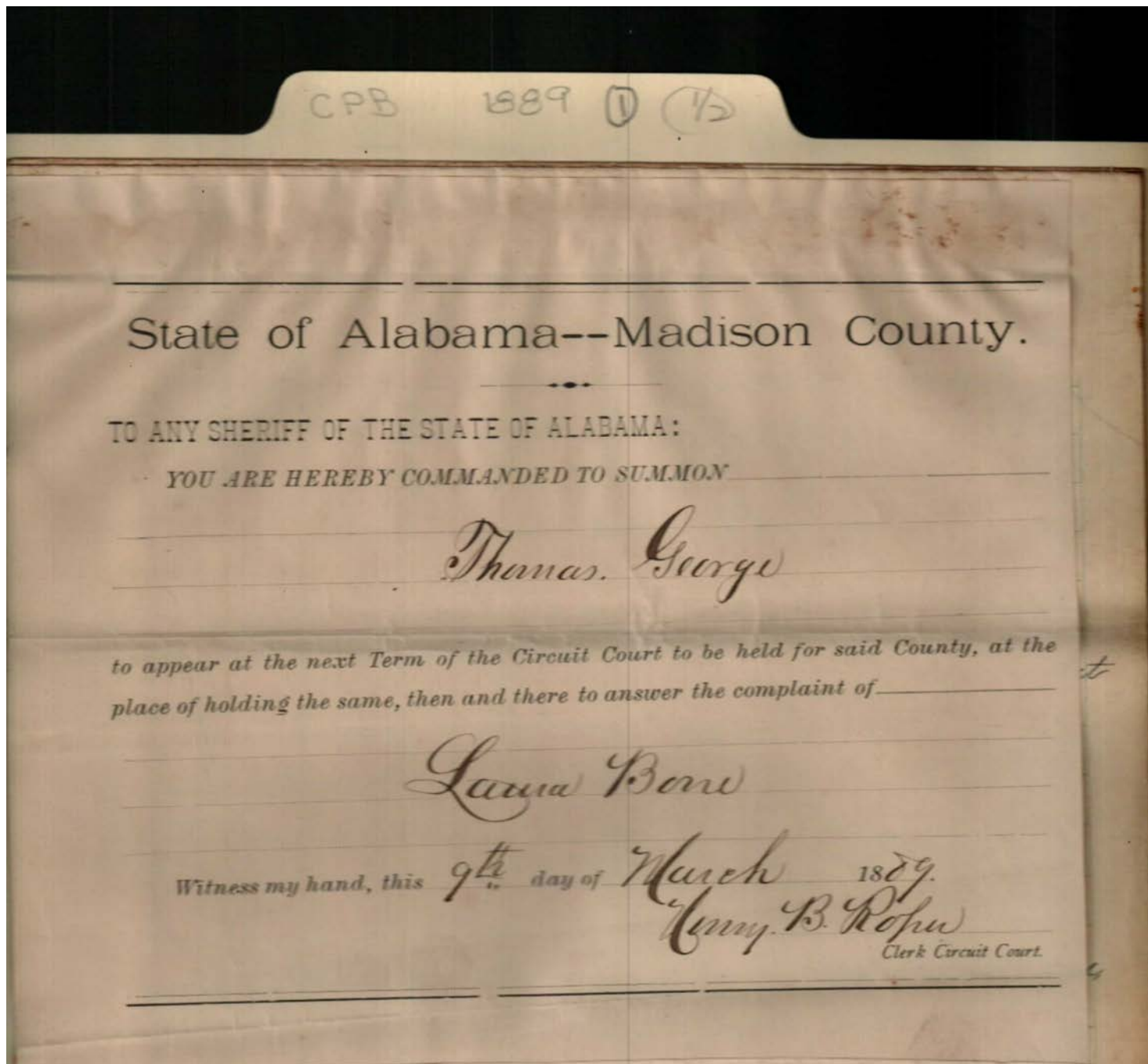
Madison Co., AL

**Types:**

circuit court

**Dates:**

Mar 6, 1889



case # 1687

**Names:**

Bone, Laura

George, Thomas

**Places:**

Madison Co., AL

**Types:**

circuit court

**Dates:**

Mar 9, 1889

CPB 1889 D (15)

1. The State of Alabama, Circuit Court,  
Madison County } August Term 1889.

Laura Bone, plaintiff,  
vs.  
Thomas George, defendant.

The plaintiff claims of the defendant five thousand dollars being the monthly installments of interest on a contract which is as follows:

Monticello, Alabama,  
August 4, 1884.

For value received I promise to pay Laura Bone ten thousand dollars with <sup>and</sup> as follows:

Interest to be paid on said principal sum monthly until George Sunnell reaches the age of twenty-one years when the said principal is to be paid to the said Laura Bone, to be disposed of by her according to her best judgment as follows:

\$2500 for her own use  
\$2500 for the benefit of George Sunnell  
\$2500 for the benefit of Laura Sunnell  
\$2500 for the benefit of Edith Sunnell.

I pay all or any part of said principal to said Laura Bone at my option before the time herein before mentioned. This note is not transferable.

Thomas George.

Said installments of interest with interest on each of them are due and unpaid. George

**Names:**

Bone, Laura  
George, Thomas

Gunnell, Edith  
Gunnell, George

Gunnell, Laura

**Places:**

Madison Co., AL

**Types:**

circuit court

**Dates:**

Aug 1889

CPB 1889 D (15)

2. Gunnell was, at the date of said note and its affix under the age of twenty-one years.

And the plaintiff claims of the defendant the further sum of \$66.66 due on the said contract on the 4<sup>th</sup> day of September 1884.

And plaintiff claims of the defendant the further sum of \$66.66 due on said contract on the 4<sup>th</sup> day of October 1884.

And plaintiff claims of the defendant the further sum of \$66.66 due on said contract on the 4<sup>th</sup> day of November 1884.

And the plaintiff claims of the defendant the further sum of \$66.66 due on said contract on the 4<sup>th</sup> day of December 1884.

And the plaintiff claims of the defendant the further sum of \$66.66 due on said contract on the 4<sup>th</sup> day of January 1885.

And plaintiff claims of the defendant the further sum of \$66.66 due on said contract on the 4<sup>th</sup> day of February 1885.

And plaintiff claims of the defendant the further sum of \$66.66 due on said contract on the 4<sup>th</sup> day of March 1885.

And plaintiff claims of the defendant the further sum of \$66.66 due on said contract on the 4<sup>th</sup> day of April 1885.

And the plaintiff claims of the defendant the further sum of \$66.66 due on said contract on the 4<sup>th</sup> day of May 1885.

And the plaintiff claims of the defendant the further sum of \$66.66 due on said contract

**Names:**

Gunnell, George

**Places:**

Madison Co., AL

**Types:**

circuit court

**Dates:**

Aug 1889

CPB 1889 D (15)

3. on the 4<sup>th</sup> day of June 1886.  
And Plaintiff claims of the defendant the  
further sum of \$800.00 due on said contract on  
the 4<sup>th</sup> day of July 1886.  
And Plaintiff claims of the defendant the  
further sum of \$800.00 due on said contract on  
the 4<sup>th</sup> day of August 1886.  
And Plaintiff claims of the defendant the  
further sum of \$800.00 due on said contract  
on the 4<sup>th</sup> day of September 1886.  
And Plaintiff claims of the defendant the  
further sum of \$800.00 due on said contract  
on the 4<sup>th</sup> day of October 1886.  
And Plaintiff claims of the defendant the  
further sum of \$800.00 due on said contract  
on the 4<sup>th</sup> day of November 1886.  
And Plaintiff claims of the defendant the  
further sum of \$800.00 due on said contract on  
the 4<sup>th</sup> day of December 1886.  
And Plaintiff claims of the defendant the  
further sum of \$800.00 due on said contract  
on the 4<sup>th</sup> day of January 1887.  
And Plaintiff claims of the defendant the  
further sum of \$800.00 due on said contract on  
the 4<sup>th</sup> day of February 1887.  
And Plaintiff claims of the defendant the  
further sum of \$800.00 due on said contract  
on the 4<sup>th</sup> day of March 1887.  
And the Plaintiff claims of the defendant  
the further sum of \$800.00 due on said contract  
on the 4<sup>th</sup> day of April 1887.  
And the Plaintiff claims of the defendant

**Places:**

Madison Co., AL

**Types:**

circuit court

**Dates:**

Aug 1889

CPB 1889 1 (1/2)

4. the further sum of \$866.66 due on said contract  
on the 4<sup>th</sup> day of May 1886.  
And Plaintiff claims of the defendant the  
further sum of \$866.66 due on said contract  
on the 4<sup>th</sup> day of June 1886.  
And Plaintiff claims of the defendant the  
further sum of \$866.66 due on said contract  
on the 4<sup>th</sup> day of July 1886.  
And Plaintiff claims of the defendant  
the further sum of \$866.66 due on said contract  
on the 4<sup>th</sup> day of August 1886.  
And the Plaintiff claims of the defendant  
the further sum of \$866.66 due on said contract  
on the 4<sup>th</sup> day of September 1886.  
And Plaintiff claims of the defendant the  
further sum of \$866.66 due on said contract  
on the 4<sup>th</sup> day of October 1886.  
And the Plaintiff claims of the defendant  
the further sum of \$866.66 due on said contract  
on the 4<sup>th</sup> day of November 1886.  
And Plaintiff claims of the defendant the  
further sum of \$866.66 due on said contract  
on the 4<sup>th</sup> day of December 1886.  
And the Plaintiff claims of the defendant  
the further sum of \$866.66 due on said  
contract on the 4<sup>th</sup> day of January 1887.  
And Plaintiff claims of the defendant the  
further sum of \$866.66 due on said contract  
on the 4<sup>th</sup> day of February 1887.  
And Plaintiff claims of the defendant the  
further sum of \$866.66 due on said contract  
on the 4<sup>th</sup> day of March 1887.

**Places:**

Madison Co., AL

**Types:**

circuit court

**Dates:**

Aug 1889

CPB 1889 D (15)

And the Plaintiff claims of the Defendant  
the further sum of \$866.66 due on said contract  
on the 4<sup>th</sup> day of March 1887.

5. And the Plaintiff claims of the Defendant  
the further sum of \$866.66 due on said contract  
on the 4<sup>th</sup> day of April 1887.

And the Plaintiff claims of the Defendant  
the further sum of \$866.66 due on said  
contract on the 4<sup>th</sup> day of May 1887.

And the Plaintiff claims of the Defendant  
the further sum of \$866.66 due on said contract  
on the 4<sup>th</sup> day of June 1887.

And Plaintiff claims of the Defendant the  
further sum of \$866.66 due on said contract  
on the 4<sup>th</sup> day of July 1887.

And Plaintiff claims of the Defendant  
the further sum of \$866.66 due on said contract  
on the 4<sup>th</sup> day of August 1887.

And the Plaintiff claims of the Defendant  
the further sum of \$866.66 due on said contract  
on the 4<sup>th</sup> day of September 1887.

And Plaintiff claims of the Defendant  
the further sum of \$866.66 due on said  
contract on the 4<sup>th</sup> day of October 1887.

And Plaintiff claims of the Defendant  
the further sum of \$866.66 due on said  
contract on the 4<sup>th</sup> day of November 1887.

And Plaintiff claims of the Defendant the  
further sum of \$866.66 due on said contract  
on the 4<sup>th</sup> day of December 1887.

And Plaintiff claims of the Defendant  
the further sum of \$866.66 due on said  
contract on the 4<sup>th</sup> day of January 1888.

And Plaintiff claims of the Defendant  
the further sum of \$866.66 due on said

**Places:**

Madison Co., AL

**Types:**

circuit court

**Dates:**

Aug 1889

CPB 1889 D 15

6. Contract on the 4th day of February 1888.  
And Plaintiff claims of the defendant  
the further sum of \$66.66 due on said  
contract on the 4th day of March 1888.  
And Plaintiff claims of the defendant  
the further sum of \$66.66 due on said contract  
on the 4th day of April 1888.  
And Plaintiff claims of the defendant  
the further sum of \$66.66 due on said contract  
on the 4th day of May 1888.  
And Plaintiff claims of the defendant  
the further sum of \$66.66 due on said  
contract on the 4th day of June 1888.  
And Plaintiff claims of the defendant  
the further sum of \$66.66 due on said  
contract on the 4th day of July 1888.  
And Plaintiff claims of the defendant  
the further sum of \$66.66 due on said  
contract on the 4th day of August 1888.  
And Plaintiff claims of the defendant  
the further sum of \$66.66 due on said  
contract on the 4th day of September 1888.  
And Plaintiff claims of the defendant the  
further sum of \$66.66 due on said contract  
on the 4th day of October 1888.  
And Plaintiff claims of the defendant  
the further sum of \$66.66 due on said  
contract on the 4th day of November 1888.  
And Plaintiff claims of the defendant  
the further sum of \$66.66 due on said  
contract on the 4th day of December 1888.  
And Plaintiff claims of the defendant.

**Places:**

Madison Co., AL

**Types:**

circuit court

**Dates:**

Aug 1889



CPB 1889 D 15

7. the further sum of \$66.66 due on said contract on the 4<sup>th</sup> day of January 1889. And plaintiff claims of the defendant the further sum of \$66.66 due on said contract on the 4<sup>th</sup> day of February 1889. And the plaintiff claims of the defendant the further sum of \$66.66 due on said contract on the 4<sup>th</sup> day of March 1889. George Gunnell was at the date of the said contract and is yet under the age of 21 years. Said several sums with interest thereon are due and unpaid.

*int does not carry into*

a Copy list  
Henry B. Refers  
L.L.L.

D. D. Shelby  
J. H. Sheffey  
Atty for Plff

**Names:**

Gunnell, George

Sheffey, J. H.

Shelby, D. D.

**Places:**

Madison Co., AL

**Types:**

circuit court

**Dates:**

Aug 1889

CPB 1889 D (15)

Memorandum of agreement made  
 this fourth day of August, A.D. 1884,  
 between Thomas, Geare, of the first part,  
 and Laura Bone, of the second part.

1. The house and lot on Clinton street  
 in the City of Huntsville, Ala. is to  
 belong to Mrs. Bone in fee.
2. Thomas, Geare is to pay for im-  
 provements, and addition thereto to  
 the extent of \$1500.
3. Mrs. Bone is to have all the fur-  
 niture plate and pictures, except that  
 Thomas, Geare is to have the following:  
 His fathers portrait, Farm House with  
 cows, the scene on the Ohio, Sheep picture,  
 Landscape hung near parlor window,  
 Towls on banel, Fruit piece, and any  
 other three pieces, in the parlor Mrs.  
 Bone may choose to let T.G. have  
 making ten in all.
4. Mrs. Bone is to have all the  
 shelves of the large book case full of  
 books. T.G. is to have the rest. Mrs.  
 B. to select such books as she pleases.
5. The furniture at the farm T.G. pays  
 for a Capt Bone can keep it as he prefers.  
 The mare and colt Capt. Bone keeps  
 or turns over to T.G. at colt at Capt B's  
 option.
6. T.G. is to give Mrs B his note for  
 \$10,000 to be paid as follows:

**Names:**

Bone, Laura

George, Thomas

**Places:**

Madison Co., AL

**Types:**

circuit court

CPB 1889 (1/2)

The interest from August 1, 1884, to be paid to Laura monthly for the support and education of George, Laura and Edith Gunnell and the sum they to belong to Laura Bone. When George reaches the age of 21, the principal is to be paid and is to be divided as follows:

- \$2500 to Mrs. Bone for her own use,
- \$2500 for George's benefit,
- \$2500 for Laura Gunnell's benefit,
- \$2500 for Edith's benefit.

But Mrs. Bone is to exercise her own discretion as to the investment and payment of the children's shares.

With said \$10000 note T.G. is to deposit good securities, to the amount of \$10,000 and as these securities are paid he is to deposit others in their place. He has the right to pay off the \$10000 and take up the securities at his option.

Mrs. Bone is to convey (her husband joining) to Thomas Gunnell

1. The Oakland Plantation bought of H. Fariss,
2. The Koper farm
3. Her Indiana lands,
4. Her Nebraska lands,
5. All Colorado property and mining interests,
6. all notes &c. taken by T.G. in her name.

George  
Laura Bone

**Names:**

Bone, Laura  
Fariss, J. L.

George, Thomas  
Gunnell, Edith

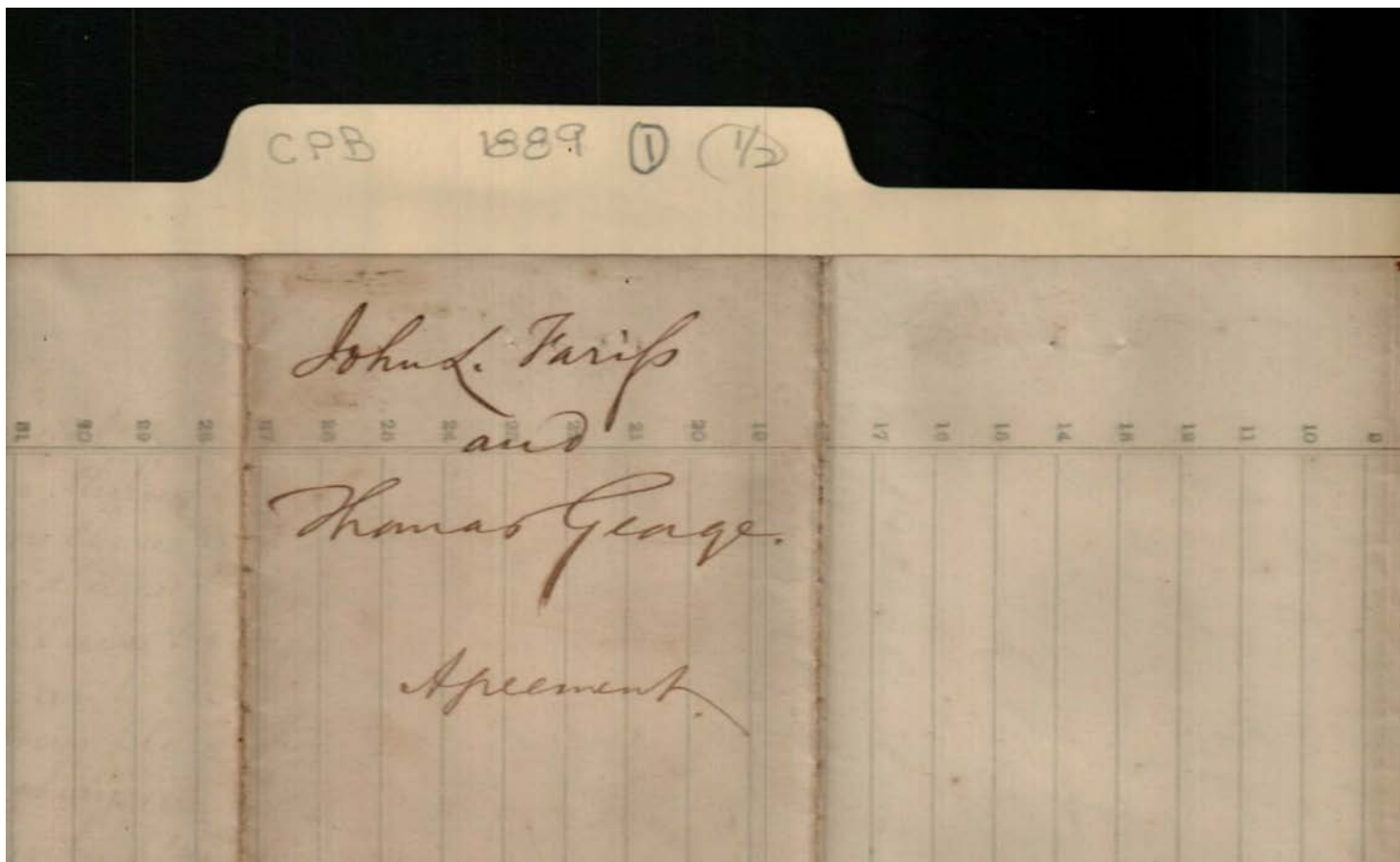
Gunnell, Laura

**Places:**

Madison Co., AL

**Types:**

circuit court



**Names:**

Fariss, John L.

George, Thomas

**Places:**

Madison Co., AL

**Types:**

agreement

**Dates:**

Oct 26, 1882

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 13, Folder 1  
Legal and court documents, 1889 (1 of 2)

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CPB 1889 D 1/2

This Agreement made this 26th day  
of October, A.D. 1882, between John  
L. Fariss, of the county of Madison  
and State of Alabama, of the first part,  
and Thomas George, of the same place,  
and late of the State of Colorado, of the  
second part, witnesseth:

That the said party of the first part  
sells, and the said party of the second  
part purchases, all that certain plan-  
tation in the county aforesaid, upon  
which said party of the first part for-  
merly resided, being near the Bell  
Factory, and containing five hundred  
and ten acres of land or thereabouts, for  
the price of five thousand five hundred  
dollars, together with the further sum of  
two hundred and five dollars, to be  
paid as follows: one thousand eight  
hundred and thirty three <sup>33</sup>/<sub>100</sub> dollars,  
to said party of the first part in cash  
on the first day of February next, and  
at the same time, two hundred and  
five dollars, to James H. Bone, for his fees,  
and commissions on the sale of said  
premises; and the residue of said  
purchase money in two equal annual  
payments, with interest annually, on the  
first day of February; for the security of  
which deferred payment, the said party  
of the second part will make and

**Names:**

Bone, James H.

Fariss, John L.

George, Thomas

**Places:**

Madison Co., AL

**Types:**

agreement

**Dates:**

Oct 26, 1882

CPB 1889 D (1/2)

delivered to said party of the first part  
 a mortgage on said land & conditions  
 for the payment of such money, as  
 aforesaid;  
 upon which the said party of the  
 first part will convey said premises,  
 to said party of the second part as the  
 same now are, with all appurtenances,  
 thereto belonging, by good and sufficient  
 deed of warranty, with the usual full  
 covenant for title and against in-  
 cumbrance, and put the said party  
 of the second part in full possession  
 thereof.  
 Witness our hands and seals.

*James H. Bone* Seal  
*John L. Fariss* Seal  
*Thomas George* Seal

The buildings on said premises are to be  
 at the end of said year from the first  
 day of January next, in which day he  
 is to have possession of said property.  
 November, 1882.

*Thomas George*

Received of  
 James H. Bone, through  
 James L. Bone, the sum of  
 eight hundred and thirty  
 three dollars, being  
 the first payment on  
 the purchase of my place  
 near Bee Branch, in  
 Madison County, Ala. and  
 set out therein, a similar  
 receipt is this day given  
 and George L. Fariss

*James H. Bone*  
 The first note on  
 said premises has  
 matured. The second  
 note on said premises  
 expires on the 15th of  
 April 1883.  
 I shall give the  
 system for the  
 year.

**Names:**

Bone, James H.

Fariss, John L.

George, Thomas

**Places:**

Madison Co., AL

**Types:**

agreement

receipt

**Dates:**

Jan 15, 1883

Oct 26, 1882

CPB 1813 1889 ① 1/2

Know all men by these Present,  
that the conveyance heretofore  
made to the undersigned Laura  
Bone (a. Laura Gunnell) by John  
L. Fariss and wife, of a certain  
plantation in Madison County,  
Alabama containing five hundred  
and twenty acres, of land or there-  
abouts, and the conveyance heretofore  
made to said undersigned by William  
R. Roper and wife of certain other  
land in said County containing  
one hundred and sixty acres, of land  
or thereabouts, were so made in trust  
and are held by her upon the following  
uses and trusts, to wit:  
First. To permit Thomas George to  
use and occupy said lands, du-  
ring his natural life.  
Secondly. To convey said lands to  
such person or persons as said  
George may appoint.  
Thirdly. In default of such ap-  
pointment to hold the said lands  
during her natural life and receive  
the rents, issues, and profits thereof;  
and after paying the taxes and other  
expenses of said plantation, to  
take to her own use one equal  
third of such proceeds, and to  
pay to Laura Gunnell and Edith

**Names:**

Bone, Laura  
Fariss, John L.

George, Thomas  
Gunnell, Edith

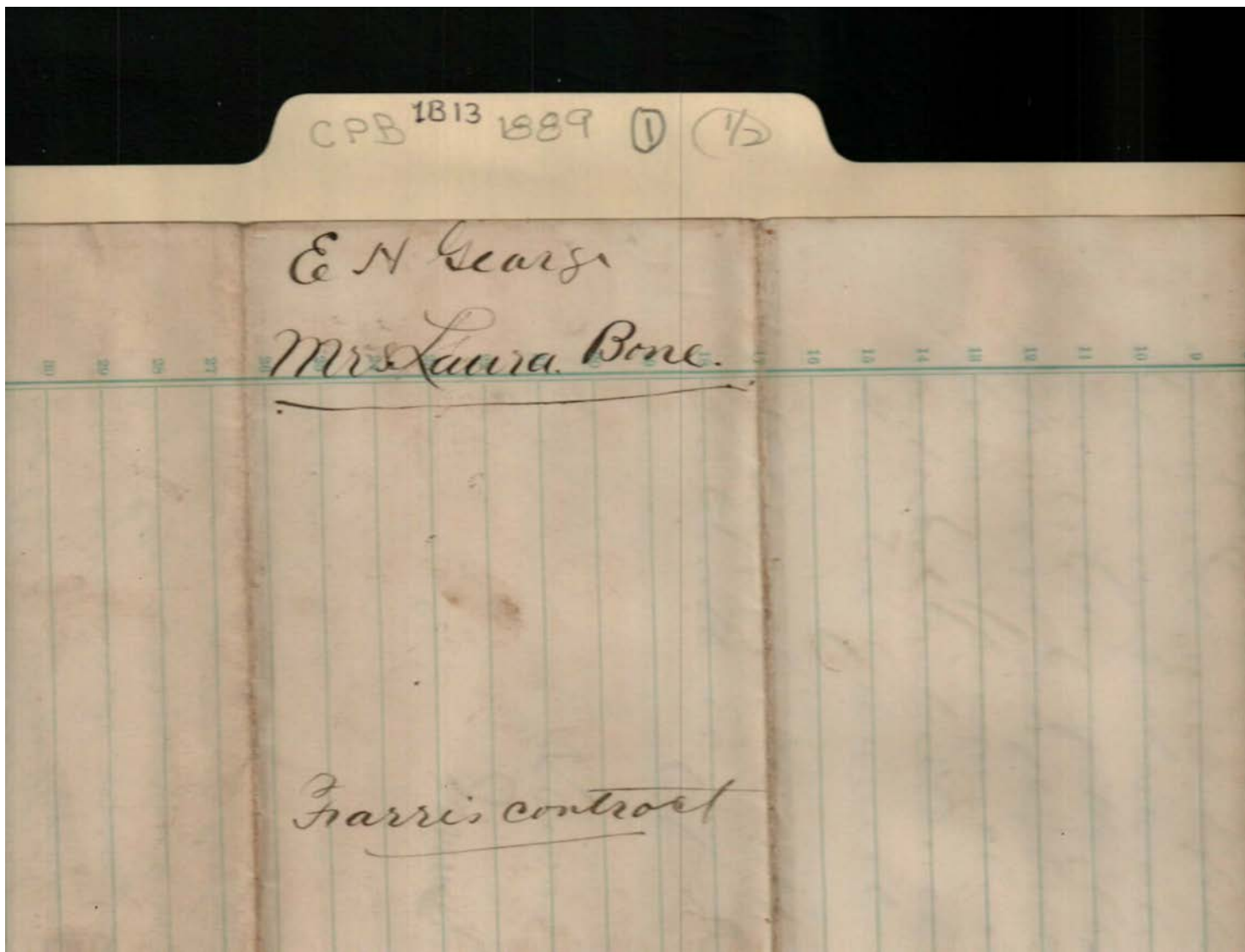
Gunnell, Laura  
Roper, William R.

**Places:**

Madison Co., AL

**Types:**

contract



**Names:**

Bone, Laura

Fariss,

George, E. H.

**Types:**

contract



CPB 1813 1889 ① (1/2)

1687

State of Alabama  
 County of Madison, ss.  
 on the Circuit Court  
 to the August Term A.D. 1889

Laura Bone plaintiff

Thomas George defendant

The defendant for answer to the complaint in this action says:

1. That he admits that he made the contract set forth in said complaint but he says that he made the same without any consideration whatsoever.
2. That he has paid the plaintiff all moneys due on said contract.
3. That he has paid and out and expended by the plaintiff <sup>at the instance of the plaintiff</sup> the sum of ten thousand dollars, which he claims to be allowed as a set off against the claim of the plaintiff.
4. That the defendant has had and received the sum of five thousand dollars, of moneys of the defendant, which he claims to be allowed as a set off against the claim of the plaintiff.
5. That he has sold and delivered

Sept 1889

**Names:**

Bone, Laura

George, Thomas

**Places:**

Madison Co., AL

**Types:**

circuit court

**Dates:**

Aug 1889

CPB 1813 1889 ① (1/2)

to the plaintiff goods, wares and mer-  
chandise of the value of five  
thousand dollars which ~~he claims~~  
~~to be allowed as a set off against~~  
~~the claim of the plaintiff herein~~  
6. That the plaintiff is indebted  
to him in the sum of three thousand  
five hundred dollars for the rent  
of the house and grounds now oc-  
cupied by her in the City of Huntsville  
in the county of Madison.

Wherefore the defendant prays  
judgment against the plaintiff  
for the sum of five thousand  
dollars and costs.

J. B. Cabaniss  
Sept 24

10<sup>th</sup> of 1889 That in and to wit on the year  
1884 the defendant assigned to  
the plaintiff said claims and  
demands against certain persons  
in such assignment named with  
power and authority to collect and  
receive the moneys due and to pro-  
vide on such claims respectively  
and that the plaintiff has failed and  
refused to collect large sums of  
money due on such claims and has  
refused to permit the defendant

**Names:**

Cabaniss, J. B.

**Places:**

Madison Co., AL

**Types:**

circuit court

**Dates:**

Aug 1889

CPB 1813 1889 ① (1/2)

and has prevented him from collecting the same or any part thereof <sup>the same has been lost to the deft</sup> being thereby the defendant and has suffered loss and damage to the amount of five thousand dollars which he claims to have allowed him in a set off to be against the pltf.

11 ~~of~~ That with reference to what in the year 1884 the plaintiff assigned, <sup>transferred</sup> to the defendant three thousand shares of the capital stock of the Emmet Mining Company of Colorado and by which assignment and transfer she transferred to the defendant the title to such stock and that ~~thereafter~~ the pltf such assignment and transfer the pltf claims to own such stock and denied the right of the defendant thereto and the defendant was obliged to <sup>became a legal claim & demand</sup> expend and did expend large sums of money in the prosecution of his claim to such stock and the recovery thereof ~~was to the damage of the deft~~ one thousand dollars.

12 ~~of~~ That because of such claim of ownership ~~on the part of the pltf and denial~~ of the defendant's right to such stock as aforesaid the defendant was unable to sell the same as he might otherwise have done to his damage <sup>to the</sup> three thousand dollars.

**Places:**

Madison Co., AL

**Types:**

circuit court

**Dates:**

Aug 1889

CPB 1813 1889 (1) (1/2)

13<sup>th</sup> ¶ That before he went in the year 1884 the plaintiff in her husband's agent and servant, entered upon the lands of the defendant and took and carried away large quantities of grain hay and other farm produce and saddle and other goods and at bed, bedding chairs and other furniture to the damage of the plaintiff one thousand dollars.

14<sup>th</sup> ¶ That the defendant has paid and expended for the plaintiff and at her instance and request ten thousand dollars more or about the support and maintenance of the plaintiff her husband and children, which he claims as a set off against the claim of the plaintiff herein.

15<sup>th</sup> ¶ That the defendant has paid and expended for the plaintiff and at her instance and request the sum of one thousand dollars more or about a certain action at law brought by the plaintiff against her husband and father-in-law which he claims to have allowed to her as a set off herein.

16<sup>th</sup> ¶ That the defendant has paid and expended five thousand dollars for the plaintiff and at her instance and request in the purchase of furniture silver ware produce and other goods and chattels for which he claims

A set off against the claim of the plaintiff herein all for which money the defendant claims a set off against the claim of the plaintiff herein.

**Places:**

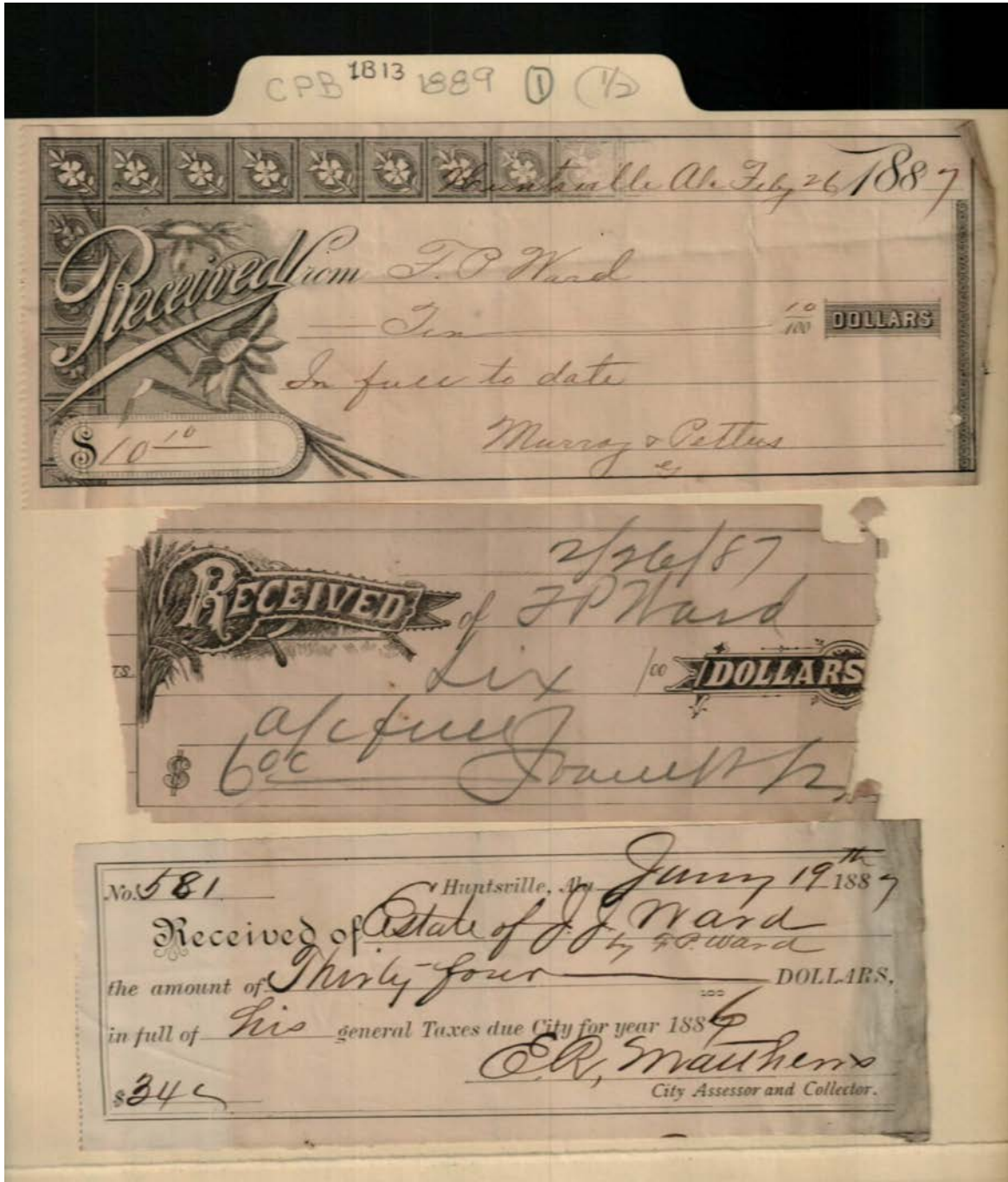
Madison Co., AL

**Types:**

circuit court

**Dates:**

Aug 1889



**Names:**

Matthews, E. R.

Murray & Pettus

Ward, F. P.

Ward, J. J.

**Types:**

receipt

**Dates:**

Feb 26, 1887

Jan 19, 1887

in the course of my business, that my name  
 in more deliberate reflection. Probate Decree. Book 2-5  
 Cabaniss Lucy, Dec 2 -  
 We should be sold Act of Sales 28  
 Charles Cabaniss, Dec 11 - 11 - 33  
 with the may being Cabaniss, Charles, Dec 12  
 from the sale of sales Cabaniss, Charles, Dec 12  
 which, if that name be Cabaniss, Charles, Dec 12  
 that may suit my wife  
 L. H. a. - witness my  
 hand and seal this 3<sup>rd</sup> day of October  
 1830  
 of Frederick  
 652  
 some Cabaniss  
 in Minutes Co. of 1830 - July 22 - 1830  
 This is the bill

CPR 1813 1889 D (1/5)

**Names:**

Cabaniss, Charles

**Types:**

memo

CPB <sup>1813</sup> 1889 ① (1/2)

Probate records 2 to 5 -

Trice William, Sr. de iis Last Will &c - 269

Trice W<sup>m</sup> Deia - Inventory & appraisals. 380

Trice W<sup>m</sup> Ex, Settlement - 619

---

Settlement of Est of W<sup>m</sup> Trice, deceased - Probate Wallace Ex. in a c at Dec 21<sup>st</sup> such Esly W<sup>m</sup> Trice - p. 619

Dec Term 1830 County Court Madison Co. Fla.

E. B. W. Deloney, W<sup>m</sup> H. Blackwell, Jos H. Huggins  
met at the house of W<sup>m</sup> Trice de iis - & proceeded  
to appraise - all the personal & prof. belong. to  
the Estate of W<sup>m</sup> Trice on 4<sup>th</sup> 5/31

---

Inventory & appraisals returned in book 2 - 5  
Probate records, pages 380-381. I Mar to super  
Nancy W. Conner, Justice of the Peace -  
E. B. Deloney, Jos H. Huggins, W<sup>m</sup> H. Blackwell -

**Names:**

Trice, William

**Types:**

memo

CPB 1813 1889 (1) (1/2)

James - Lemellu -	32
Horala -	45
Paley	236
John -	309
Maude	367
Lewellen -	615
615 final settlement - Sept 18/1889	
filed in court	
<u>E. H. Rice &amp; Co - Sept 22/24</u>	
Cabaniss	33

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l 2-5  
In the  
e - 4 stat  
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secret  
sly the  
stems

**Names:**

Lewellen,

**Types:**

memo



Last Will & Testament of Wm Trice. Dec'd  
Page 167 Probate Record 2-5  
Wm Trice Esq of Madison Co. Ala. do hereby certify that I am the executor of the last will & testament of Wm Trice deceased in manner & in conformity to the following: 1. I wish my body & all my property to be divided equally among my wife Elizabeth all my property to be divided equally among my wife Elizabeth all my property to be divided equally among my wife Elizabeth... 2. I gave to my wife Elizabeth all my property to be divided equally among my wife Elizabeth... 3. I gave to my daughter Emily the above named negro girl Mary & her heirs at her time or at her death \$200 as she may think proper... 4. Should my wife or any of my children die before me my property should be divided equally among my wife Elizabeth all my property to be divided equally among my wife Elizabeth...

CPR 1813 1889 D (15)

**Names:**

Trice, Elizabeth  
Trice, Emily

Trice, Gelbert  
Trice, John

Trice, William T.  
Trice, William, Sr.

**Places:**

Madison Co., AL

**Types:**

will

**Dates:**

Sept 25, 1830

*Handwritten text, likely a will or legal document, written in cursive. The text is partially obscured by a vertical strip on the right side of the page. The strip contains the text: CPB 1813 1889 1 (15)*

**Names:**

Trice, Elizabeth  
Trice, Emily

Trice, Gelbert  
Trice, John

Trice, William T.  
Trice, William, Sr.

**Places:**

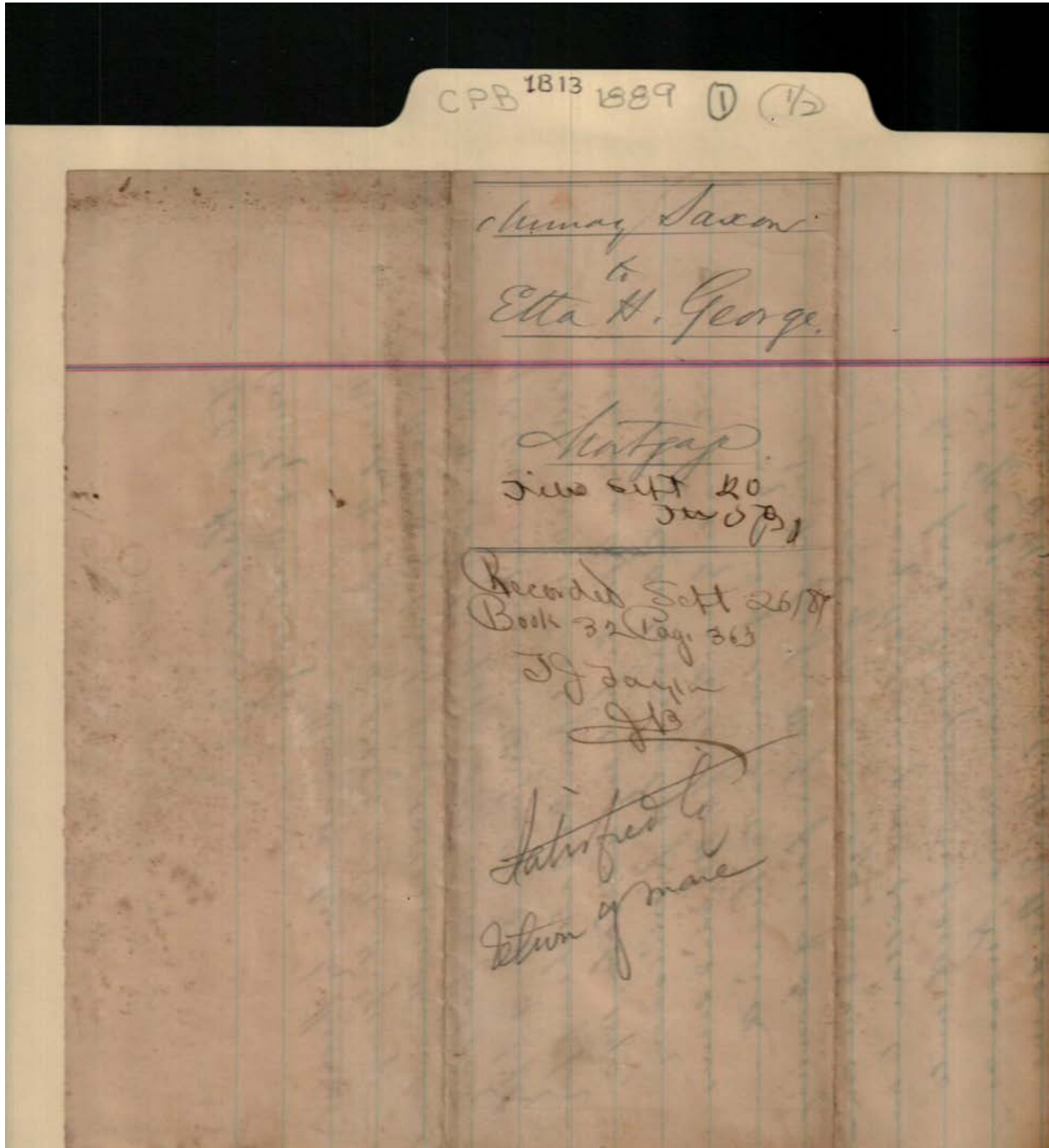
Madison Co., AL

**Types:**

will

**Dates:**

Sept 25, 1830



**Names:**

George, Etta H.

Saxon, M. E.

**Places:**

Madison Co., AL

**Types:**

mortgage

**Dates:**

Sept 26, 1889

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 13, Folder 1  
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CPB 1813 1889 D (1/2)

State of Alabama,  
County of Madison, ss:

Know all men by these  
Presents, that I am indebted to Etta H. George  
in the sum of twenty-five dollars, with interest  
from the date hereof, payable in the first day  
of October next, and in the further sum of fifty  
dollars, with interest from the date hereof pay-  
able on or before the first day of October, 1890,  
according to the terms of two promissory  
notes, made by me to her for the said sums  
of money, and of even date herewith.

Now, therefore, for the purpose of securing  
the payment of said moneys, and in con-  
sideration of the sum of one dollar to me  
in hand paid, I have and sell unto  
said George, one roan mare, known as  
"Roan", to have and to hold, the same  
unto her, her representatives, and assigns,  
forever:

Upon condition that if I should pay said  
notes, as therein provided, this conveyance  
shall be void, but if I should not pay the  
same, the said George, her agent, representa-  
tives, or assigns, may take possession  
of said mare, and sell the same at public  
auction, at her farm, upon giving ten days  
notice of the time and place of said sale,  
and out of the proceeds arising therefrom,

**Names:**

George, Etta H.

**Places:**

Madison Co., AL

**Types:**

note

**Dates:**

Sept 4, 1889

CPB 1813 1889 (1) (1/2)

pay 1<sup>st</sup> the expenses of the mortgage and  
of such sale; 2<sup>d</sup> the amount owing upon  
said note, and 3<sup>d</sup> deliver the residue  
of such proceeds, to me, my represent-  
atives or assigns.

Witness my hand and seal,  
this 4<sup>th</sup> day of September, A.D. 1889.

M. E. Saxon (Seal)

Witness  
George,

**Names:**

George, T.

Saxon, M. E.

**Places:**

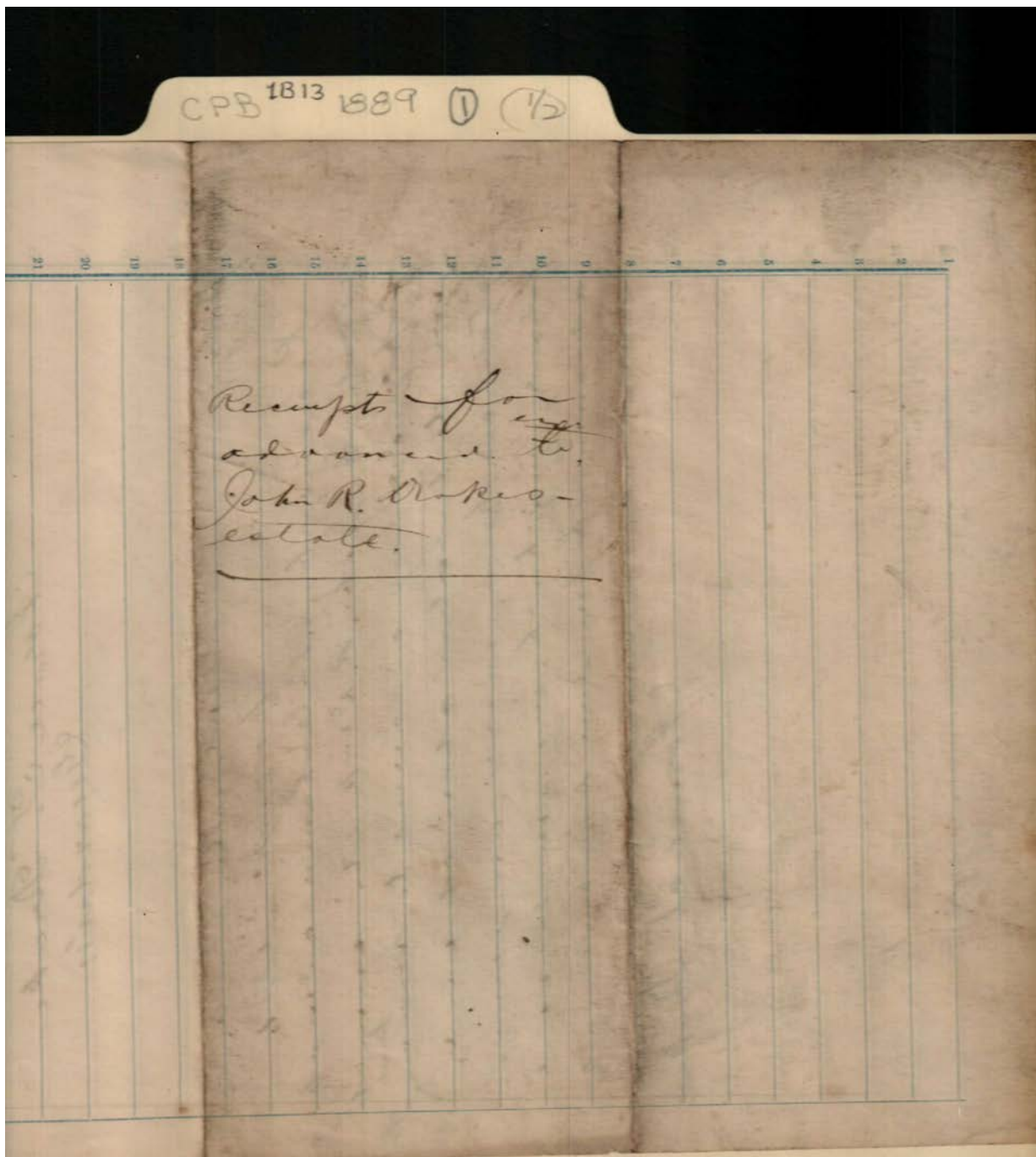
Madison Co., AL

**Types:**

note

**Dates:**

Sept 4, 1889



**Names:**

Drake, John R.

**Types:**

receipt

CPB 1813 1889 ① 1/2

\$15.00      Huntsville Ala  
 Nov. 2nd 1889  
 Received of J. B. Cabaniss a sum  
 of Estate of John R. Drake decd.  
 the sum of One hundred and fifty  
 dollars being amount advanced  
 to me by J. R. Julia C. & others of  
 said estate heirs at law at  
 said decedent, as a part of their  
 distribution share in said  
 estate.  
 Horace T. Drake  
 Guardian

\$5.00      Huntsville, Ala.  
 Nov. 2nd 1889  
 Received of J. B. Cabaniss a sum of  
 estate of John R. Drake the sum of  
 fifty dollars advanced to me <sup>part of</sup>  
 my distribution share of said  
 estate, and hereby, I hereby, make such  
 advance <sup>to me</sup> before any distribution of  
 same or any removal.  
 Horace T. Drake

**Names:**

Cabaniss, J. B.

Drake, Horace T.

Drake, John R.

**Places:**

Huntsville, AL

**Types:**

receipt

**Dates:**

Nov 2, 1889

CPB 1813 1889 ① (1/2)

At Rome Feb 14. 1889

Mr Alfred Moore  
Bell Factory office  
S. C.

I have found that it will be difficult to ascertain ~~the~~  
 certainly the ~~books~~ to which Mr White is entitled as agent  
 brother Charles Estabro and <sup>to</sup> state of their relative ~~advan-~~  
 ments to their respective ~~benefits~~, without reference to  
 some items of ~~the~~  
 the ~~the~~ for on Bell Factory books mentioned in state  
 ment herewith ~~and~~ especially the ~~item~~  
 of \$124.95 which is the 6<sup>th</sup> item in the ~~of~~ of 1877 of  
 the Factory against Mrs White - ~~supposed~~ in these  
 words: "Paid you at Sunday times Bell Mine \$124.95  
 you said to me you thought you could find  
 it, on a book that was misplaced when I called on  
 Mrs W. it cannot be found among her papers  
 or his - If you cant find the item on the books,  
 it may be that the statement of items can be found  
 on file or in safe - It may be, that you will also  
 find on file statement of items composing the  
 items of \$15.?? and also \$43.??  
 If you should find any other Memoranda or Statements

**Names:**

Cabaniss, Charles

Moore, Alfred

White, Mrs.

**Places:**

Huntsville, AL

**Types:**

correspondence

**Dates:**

Feb 19, 1889



CPB 1813 1889 ① ②

made by Vera Charly in regard to transactions between  
 her and Mr White or their tenants please send  
 them - At the Close of the Bell Factory of 1876  
 is a reference to under date of Dec 30. 1876 to  
 the effect of those to date on per of said \$72.57  
 If that be on file please send it to me -  
 I am however most anxious to get cleared  
 bills for \$124.95, \$15.75 and \$43.90.  
 It will be quite a favor if you will give your  
 earliest possible attention to it

Very Truly  
 S. D. Cabaniss

Judging from this paper, I think it most probable  
 that the items of \$124.95 & \$43.90 & perhaps  
 other in amount of items of money paid  
 or advanced by Mrs. Charles White Bell  
 Factory to tenants or others are all  
 Mr White

**Names:**

Cabaniss, Charles

Cabaniss, S. D.

White, Mrs.

**Places:**

Huntsville, AL

**Types:**

correspondence

**Dates:**

Feb 19, 1889

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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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ALABAMA IN HUNTSVILLE

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