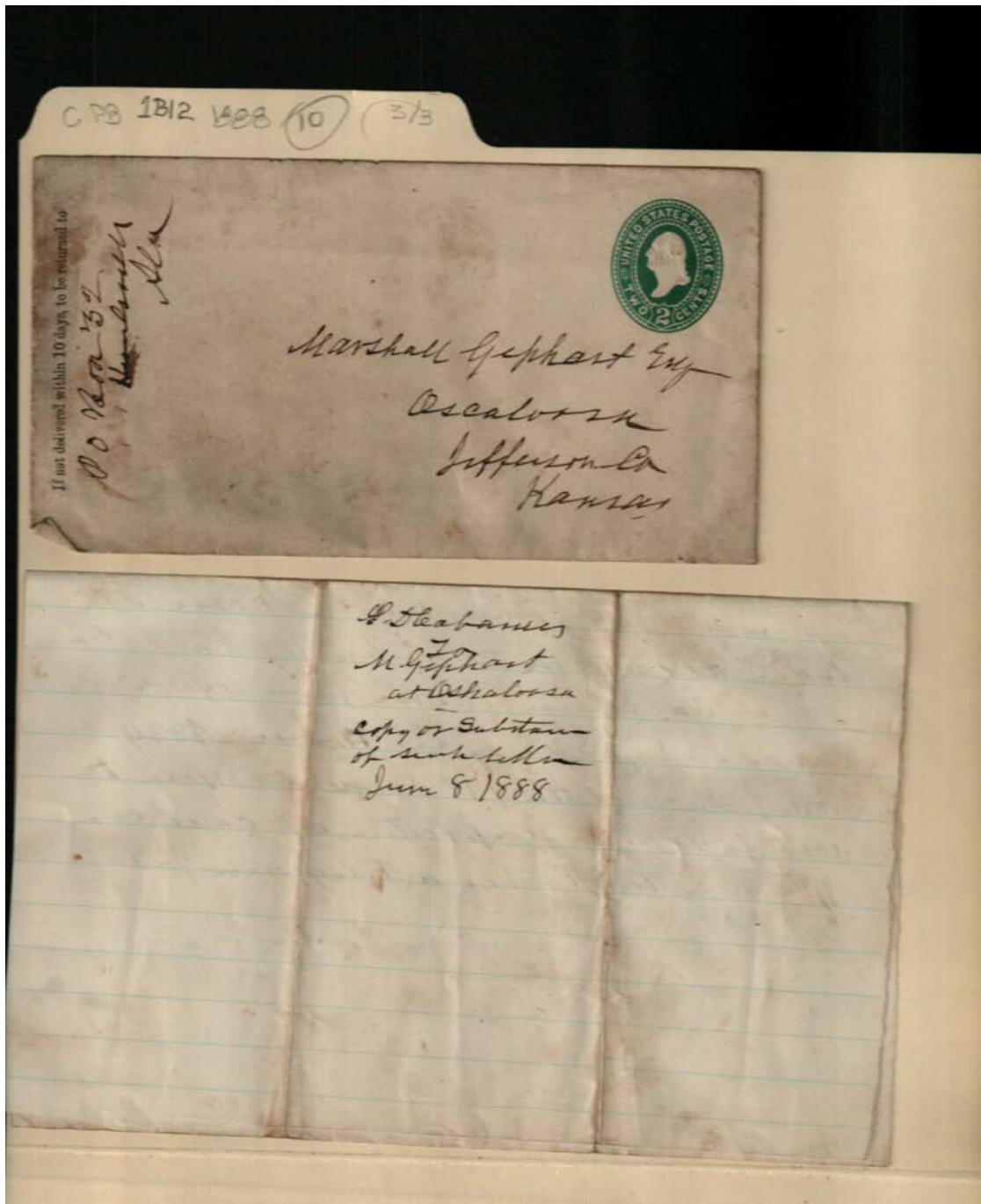


Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 12, Folder 10

Legal and court documents, 1888 (3 of 3)

Image 1 r01b12-10-000-0001 [Contents](#) [Index](#) [About](#)



Names:

Cabaniss, S. D.

Gephart, M.

Gephart, Marshall

Places:

Huntsville, AL

Oscaloosa, Jefferson
Co., KS

Types:

correspondence

envelope

Dates:

June 8, 1888

CPS 1812 1888 (10) (3/3)

Huntsville Ala June 8. 1888

Marshall Gephart Esq
Atty at Law
Oscalosa Ala

Dear Sir.

I have no communication from
you in reply to my letters of 31st Oct & 1st
Sept. In 31st I wrote to you at Oscalosa
with mail at Decatur Ala. On 1st I wrote
to you at Valley Falls, under cover of
letter addressed to Neils Gephart & Co
I include a copy of Memo from you
rendered by Spurgin on 1st Dec 1884 &
1891. In my letter of 1st I requested you to
write fully as to disposition of case on
4th and also to send telegram if rate

Names:

Gephart, Marshall

Places:

Huntsville, AL

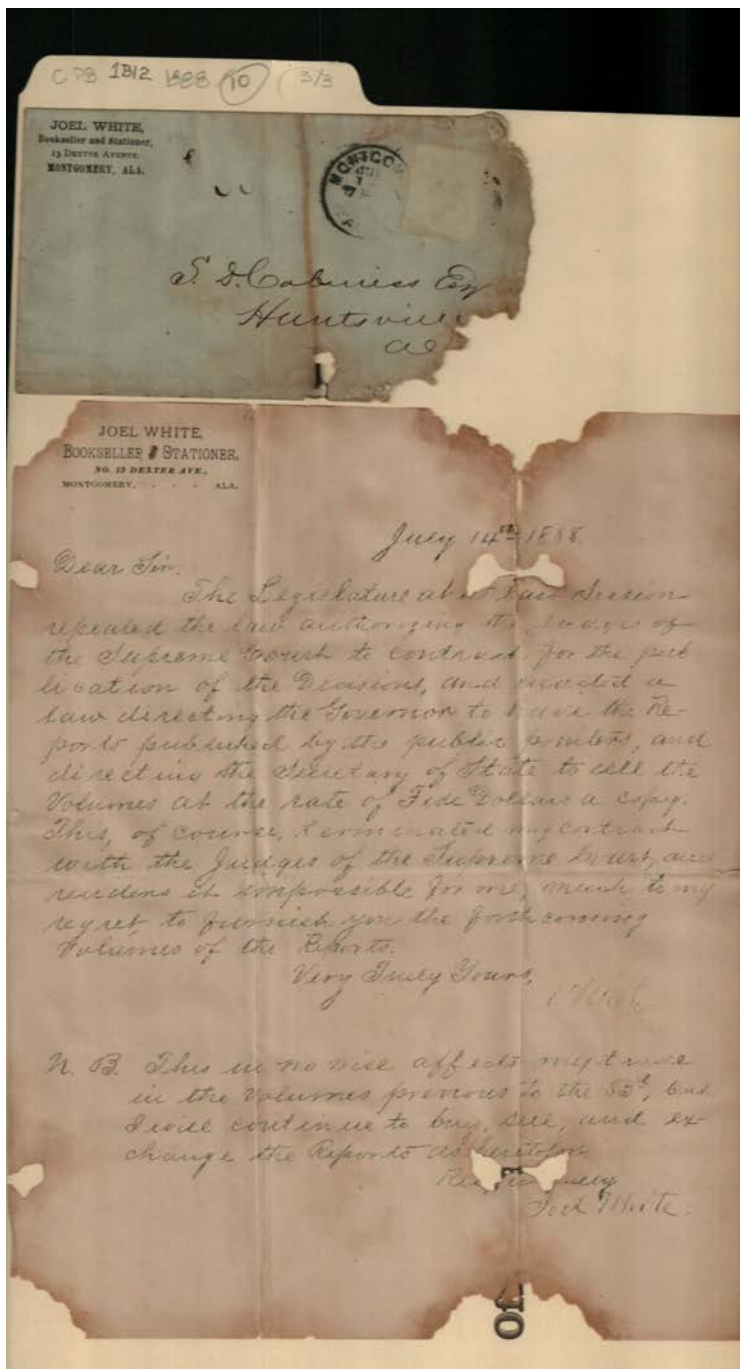
Oscalosa, Jefferson
Co., KS

Types:

correspondence

Dates:

June 8, 1888



Names:

Cabaniss, S. D.

White, Joel

Places:

Huntsville, AL

Montgomery, AL

Types:

correspondence

envelope

Dates:

July 14, 1888

C 73 1B12 1888 (10) (3/3)

Received on the aboved note forty dollars
This June 6th 1889 Ann Rowe

Received on the above note forty dollars
This April 27th 1884. ✓ Ann Rowe

Recd on the above Ten (10) dollars.
This May 15th 1885 Ann Rowe

Received on within note twenty (20) dollars.
This Oct 8th 1885 Ann Rowe

Received on within note ten dollars This November 1885
Ann Rowe

Received on within note forty dollars. This May 29
This May 29. 1886 Ann Rowe

Received on within note forty dollars (\$40)
This May 2 1887 Ann Rowe

Names:

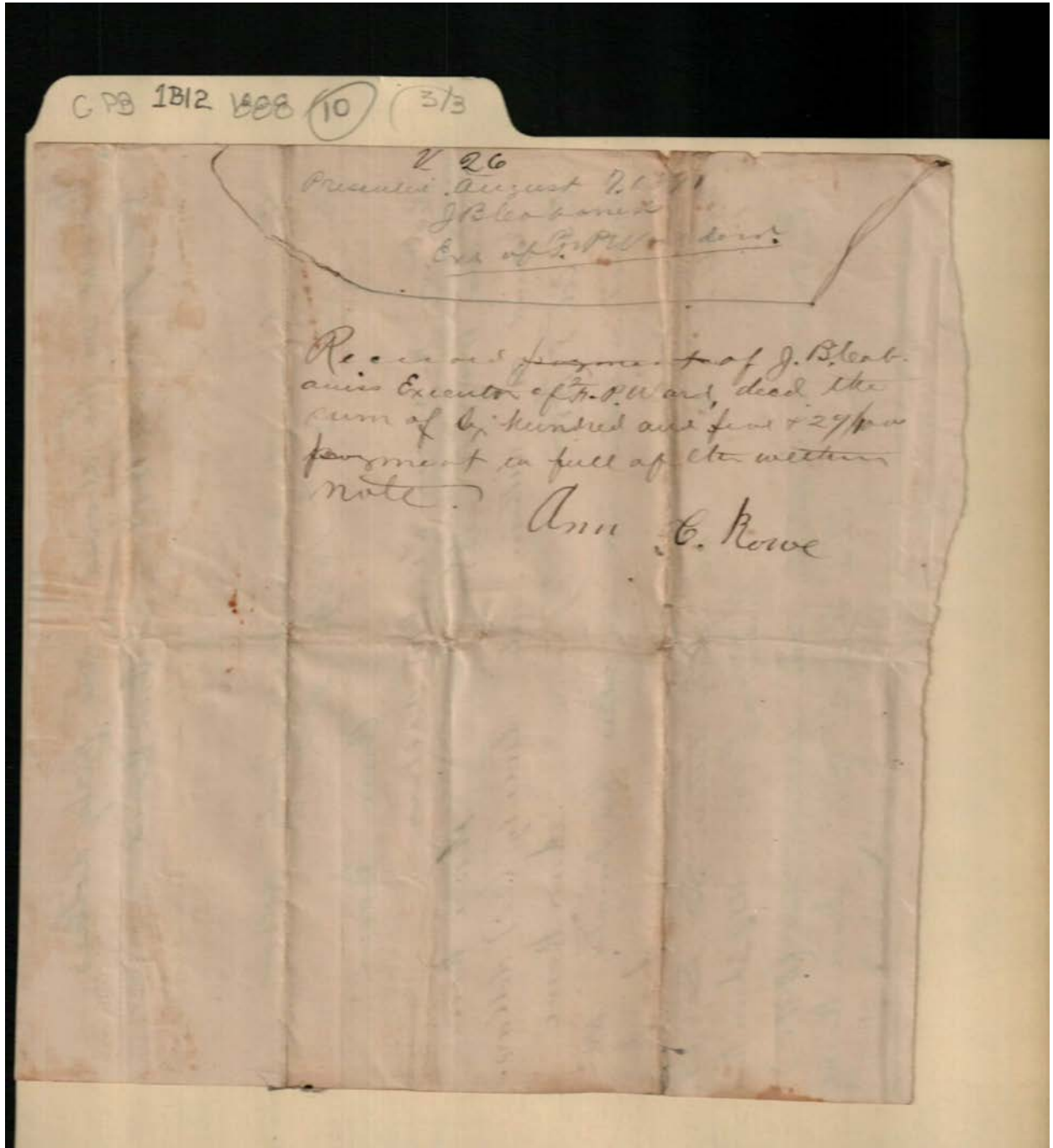
Rowe, Ann

Types:

receipts

Dates:

1884-1888



Names:

Cabaniss, J. B.

Rowe, Ann

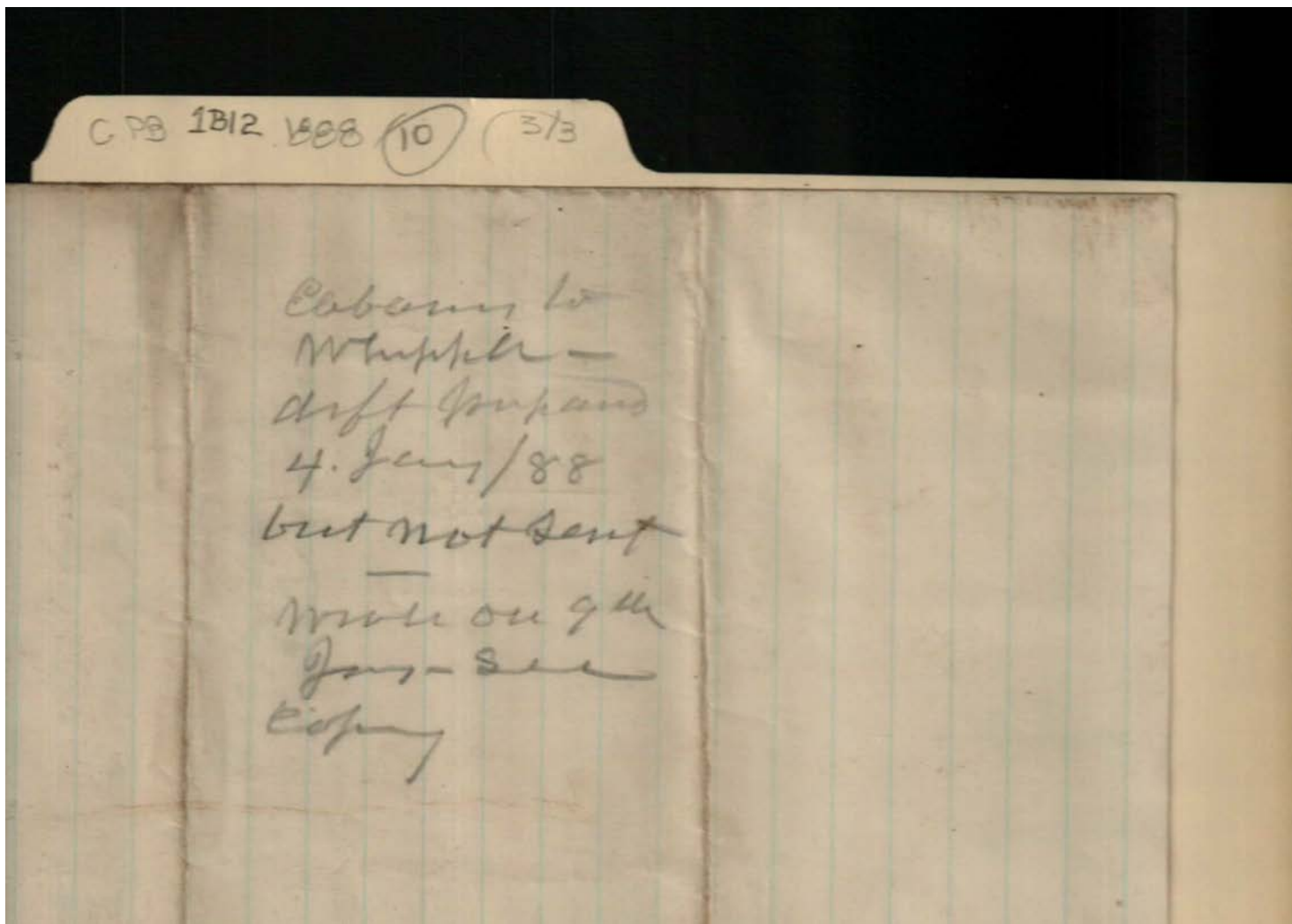
Ward, F. P.

Types:

receipt

Dates:

Aug 7, 1891



Names:

Cabaniss,

Whipple,

Types:

memo

Dates:

Jan 4, 1888

C. P. B. 1812 1888 10 (3/3)

Huntsville Ala Jan 4. 1888

Wm G. Whipple Esq
Atty at Law
Little Rock Ark

Dear Sir -

We did not have the pleasure of meeting with Judge Street when on his return from your City to Guntersville Ala, but he left for our inspection your letter of 31st addressed to us, also the due of Mrs G. Wilson wife Nemolta A, to A H Beard to land in Sec Co Ark and the assignment of the ^{debt} judgment for unsatisfied balance due from Beard on the fore closure suit in U S Circuit Court at Little Rock. Presuming that the due is exact in conformity with the laws of Arkansas. That you were authorized by Mr Wilson & the Wilson Seng Machine Co to have the check endorsed to Mrs Wilson

Names:

Beard, A. H.

Street, Judge

Whipple, William G.

Wilson, William G.

Places:

Huntsville, AL

Little Rock, AR

Types:

legal correspondence

Dates:

Jan 4, 1888

C. P. B. 1812 1888 (10) (3/3)

and to transfer the Judgment instead
of entering Satisfaction, we authorize
you to transmit the Check left with
you by Judge Street for nine hundred
and dollars to Mr Wilson at New
Orleans - and to make the assign-
ment as proposed in your letter

Respectfully
G. S. Cabaniss

Names:

Cabaniss, S. D.

Street, Judge

Wilson,

Places:

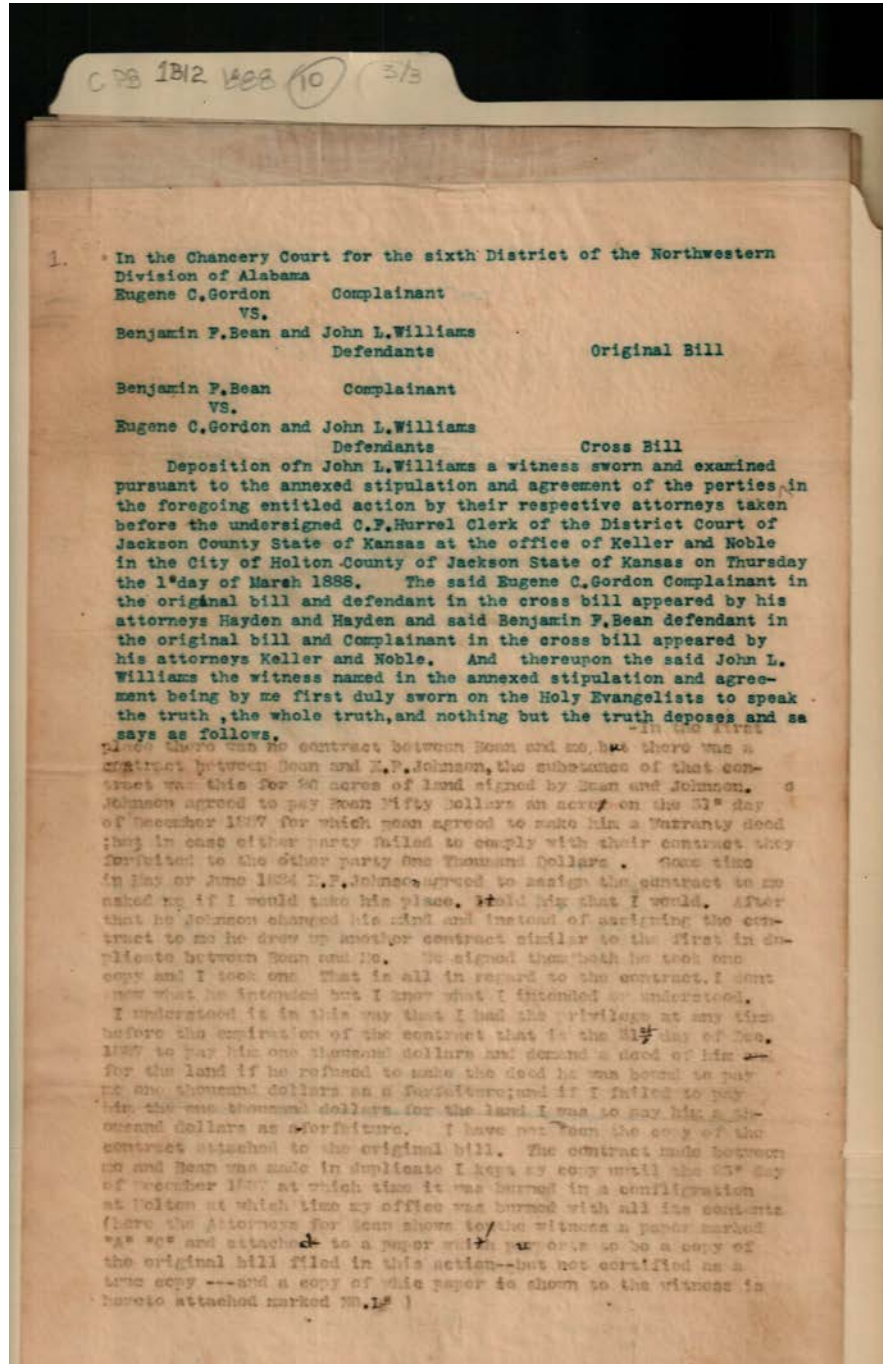
Huntsville, AL

Types:

legal correspondence

Dates:

Jan 4, 1888



Names:

Bean, Benjamin F.
Gordon, Eugene C.

Johnson, E. P.
Keller & Noble

Williams, John L.

Places:

Northwestern District
of Alabama

Types:

chancery court

Dates:

c. 1888

2.

And the witness John L. Williams having read said paper so shown to him by said Koller and Noble thereupon continues his further answer to the said interrogatory in the case in chief as follows; I believe that to be a correct copy of the original contract between Bean and myself. I always understood that I couldnt force him to make me a deed but I could force him to pay me the \$1000. which he was amply able to do.

(The attorneys of Eugene C. Gordon Complainant in the original bill and defendant in the cross bill object to all that portion of the foregoing answer of said witness in which he states or attempts to state what his understanding was of his rights under said contract with said Benjamin F. Bean and to that portion of said answer of said witness which is in words and figures following to wit " I always understood that I couldnt force him to make me a deed but I could force him to pay me the \$1000. which he was amply able to do." as being irrelevant immaterial incompetent and not the best evidence and not responsive to the interrogatory in chief No. 1")

Q*

(Interrogatories in chief numbered two and three not propounded having been waived by defendant Benjamin F. Bean)

And in answer to interrogatory in chief no. 4* the witness saith; I think they were both made the same day the lease first to the best of my knowledge and recollection. Perhaps two or three hours intervened.

And in answer to interrogatory in chief No. 5* he saith;- he did not pay me a cent I had received no consideration from Gordon. He did not promise to pay me a cent, or any amount. I have not seen exhibit "A" "B".

And in answer to interrogatory in chief No. 6* he saith;- I will say this that I gave the firm of Harris and Littlejohn my farm to sell some time before I sold it at \$3000. ^{for a cell} at the price of \$3000. That did not include the 20 acres, about the 11th day of October 1887 Littlejohn and Henry Skeggs drove out to my place and Littlejohn told me he could get \$1000. for my farm I told him I would not take it then, says he I can get that much to day and dont know what I can get tomorrow. I was pretty anxious to sell I told him I would let him know on Saturday what I would do the 16th of October. During that week I went up to Huntsville to attend the fair came back on Friday I think and Saturday I told him I would take it the \$1000. \$3000. in cash and the balance in a year at eight per cent interest on Monday, I made the deed to Eugene C. Gordon, the 18th of October. That is the first that I knew that Gordon had any thing to do with it. There was nothing said in regard to the contract for the 20 acres until and after the deed was made and delivered. Then either me or Littlejohn I am not certain which said to Harris what about the lease Harris said I suppose we take that. I said yes you must take that and there was a note out against me for \$20. held by Bean for the rent of the 27 acres for the year 1887 that note you must assume which they agreed to do then either Littlejohn or I said what about the contract for the 20 acres

C 10 1B12 1008 10 3/3

Names:

Bean, Benjamin F.
Gordon, Eugene C.

Harris,
Keller & Noble

Littlejohn,
Skeggs, Henry

Williams, John L.

Places:

Northwestern District
of Alabama

Types:

chancery court

Dates:

c. 1888

3. Harris replied that we will take that too I said yes, ^{you must} ~~we will~~ take that I want to get rid of it all. I am not positive that I had the lease and contract with me or not I rather think not but that I signed them at home and brought them up the next day.

And in answer to interrogatory in chief NO. 7* he saith;- I dont believe that I know any thing. Dont be in a hurry I am not working for Beans interest or Gordons either. I am endeavoring to tell the truth to the best of my knowledge.

And in answer to the first cross interrogatory the witness saith;- The contract signed by myself and Benjamin F. Bean referred to in the first interrogatory in chief was written by E. B. Johnston. And the original signed by myself and said Bean is in the hand writing of the said Johnston with the exception of the signature of myself and said Bean.

And in answer to the second cross interrogatory he saith;- It was written by Johnston. I dont know I did not see him write it. I cant tell when it was signed. Some time in the summer of 1884 perhaps May or June. I signed at my own house. I dont know where Bean signed it. I dont know that there was any body present when it was written. No body present but Johnston when I signed it.

And in answer to the third cross interrogatory he saith;- Before the making of said contract between me and Bean Johnston had a lease of 20 acres including the 20 acres in controversy His lease was from Bean. Johnston did not sell the lease to me. I took it off of his hands and gave my notes for the rent and he took up his. And destroyed the lease between him and Bean. And he drew up a new lease between ^{Bean} and me. Which we both signed.

And in answer to the fourth cross interrogatory he saith;- Yes. According to the best of my recollection it is a correct copy. except the signatures. The first was signed by Bean and Johnston the last by Bean and myself.

And in answer to the fifth cross interrogatory he saith;- Johnston proposed in the first place to assign the contract to me but afterwards changed his mind and drew up a contract between Bean and I I made no contract with Bean personally. Johnston drew up the contract between Bean and I and I signed it. Johnston was acting for Bean and I had no conversation with Bean until after the contract was signed. I cant tell when or where I had my first conversation with Bean in regard to said land. I think it was at the time the first note became due Dec. 1884. I dont know who was present. I acquired no other or different right to or interest in said land than such as Johnston had and was to transfer to me.

And in answer to the sixth cross interrogatory he saith;- The contract was between Bean and I. I had no contract with Johnston. He Johnston first proposed to assign the contract over to me afterwards changed his mind and drew up a contract between Bean and I which we both signed. I never informed Johnston that I had a contract with Bean in reference to said lands different from that he

C. 88 1B12 1008 10 3/3

Names:

Bean, Benjamin F.

Harris,

Johnston, E. B.

Places:

Northwestern District
of Alabama

Types:

chancery court

Dates:

c. 1888

4. said Johnston had with said Bean.

And in answer to the said seventh ^{cross} interrogatory he saith;- I am acquainted with Henry A. Skeggs Jr. of Decatur Alabama. He visited Bolton the place of my residence on or about the 1st day of December 1887. He is a brother of William R. Skeggs the son in law of said Bean. He visited me in reference to this suit.

And in answer to the eighth cross interrogatory he saith;- He came to my house I think the 1st day of December 1887 after we had some conversation in regard to Decatur and the people there I said to him Henry how is that suit between Bean and Gordon has it been decided yet he said no. I want to talk to you about that matter. I told him that I had received letters from Bean Harris and Johnston in regard to it but did not answer any of them. For I did not care a darn which one of them gained it. That they had got enough of me. Then he asked me if I had received any consideration from Gordon for the 90 acres I told him no I had not. Then he asked me if I knew Bean was a married man at the time of said transaction. I told him I did. He then asked me about the contract. Now I understood it. I told him that the contract read that if had the privilege of paying Bean the sum of \$1000. at any time prior to the 31st day of December 1888. And I would then on the payment of \$1000. would demand a deed of him and on his failing or refusing to make me a deed he was bound to pay me a \$1000. He asked me if that was all the damage that I expected to recover of him if he failed to make me the deed. I told him that it was. He stated that Bean stated the same and in case I failed to pay him the \$1000. when due I forfeited another \$1000. to him. That was about all the conversation that we had at that time. The next day we came down to Keller and Noble's office and Noble drew up a statement just about as I have stated it. Skeggs made no promise, until after this statement was drawn up by Noble and signed by me. Then he stated that he did not believe the assignment that I had made with Gordon was worth any thing being made without consideration and that he was about to buy Beans interest in it and that if I would assign all my right title and interest in it to him he would prosecute the case at his own cost for his own benefit and give me \$1000. One thousand dollars. This offer was made after I had told him all about the contract as I understood it. At the time I made the statement I had not the least idea that he intended to offer me one cent or any other amount. There was no one present at the time of the first conversation. No one but Noble present at the last conversation. Skeggs did not state to me what he thought the land was worth and did not want to give me much satisfaction in regard to it.

And in answer to the ninth cross interrogatory he saith;- I stated to him the contract between Bean and me and the understanding that I had of it just as I have stated it to you here but I haven't a copy of it. All that was written was written by Noble. I don't know where the writing is. Skeggs took away all the writings we did not keep any of them.

And in answer to the tenth cross interrogatory he saith;- I state most emphatically that I have ~~not~~ had no promises from any man woman or child for any reward, in regard to the result of this suit.

C. 1812 1888 10 5/3

Names:

Bean,
Gordon,

Harris,
Johnson,

Skeggs, Henry A., Jr.
Skeggs, William M.

Places:

Northwestern District
of Alabama

Types:

chancery court

Dates:

c. 1888

5. And in answer to the eleventh cross interrogatory he saith;-
I received two letters from Major Bean but did not answer either
of them and they are not in my possession now but were burned when
the office was burned. These letters were in reference to the land
and suit both.

And in answer to the twelvth cross interrogatory he saith;- I have
not seen the interrogatories in chief or any of them until
I seen them to day.

And in answer to the thirteenth cross interrogatory he saith;-
No my answers have not been written before this.

And in answer to the fourteenth cross interrogatory he saith;-
I gave Skeggs no such writing.

And in answer to the fifteenth cross interrogatory he saith;-
I saw a man that called himself S. B. Dale in Bolton at my office
between the 18th and 23rd day of Jan. 1888. he was at my office fre-
quently between those dates.

And in answer to the sixteenth cross interrogatory he saith;-
Dale told me one day that he had a friend living in Memphis that
told him that he was very foolish to come to Kansas to invest that
he had better come South, the next day he showed me a letter from
his friend if Memphis that his friend had been to Decatur and had
made an investment in a piece of property that was in litigation
a man by the name of Bean pretended to have a claim on it and he
asked me if I knew any thing about it I told him that I did and
that I once owned it myself had a contract for it and his friend
need not be afraid of loosing any thing that Gordon was able to pay
pay all damages. I was of the opinion that Bean would gain the
suit. In regard to selling the land in dispute I did not tell
him that I had sold it at all but that I had sold him Gordon my
share for seventy dollars per acre. And that the land in dispute
was not an orchard and never had been that I did not tell Dale
that it was an orchard and that we would gain the suit. I did
not tell Dale that I was expecting five hundred dollars from Bean
or that when the case was settled I would get more. I did not
tell Dale that Mr Beans agent Skeggs was here to see me Skeggs name
was not mentioned. I think I told Dale that I had a contract for
the land was to pay fifty dollars per acre for the land on the last
day of December 1887. I did not at that time know what a cross
bill was. I did not tell him Dale that Bean had filed a cross
bill. I did not tell Dale that I had sold every thing to Gordon.

And in answer to the seventeenth cross interrogatory he saith;-
I did not say any thing to Dale about going to Alabama or that
Keller and Noble had taken my deposition.

And in answer to the eighteenth cross interrogatory he saith;-
I have answered it fully in the sixteenth answer to the cross
interrogatories herein. I have stated fully all the conversation
that I had with Dale on that subject.

And in answer to the nineteenth cross interrogatory he saith;-
I deny the whole of the nineteenth interrogatory and had no such

C 10 1B12 1888 10 (5/3)

Names:

Bean,
Dale, S. B.

Gordon,
Keller & Noble

Skeggs,

Places:

Northwestern District
of Alabama

Types:

chancery court

Dates:

c. 1888

6. conversation with the said Dale.

The day having drawn to a close the further taking of depositions is adjourned until eight o'clock to morrow morning. By consent of parties hereto.

G. F. Hunt
Clerk of the District Court of Jackson County State of Kansas.

le

Friday March 2^d A.D. 1888 8 o'clock A.M.

The taking of the deposition of the witness John L. Williams is now resumed at the office of Keller and Noble in said City of Holton pursuant to adjournment of yesterday. The parties appearing by their respective attorneys as heretofore.

And in answer to the twentieth cross interrogatory he saith;- I have all ready stated all that I know about the conversation that I had with Dale about the case. And all that I had about the land.

and in answer to the twentyfirst cross interrogatory, he saith;- I never received a dollar from Bean or any amount.

And in answer to the twenty second cross interrogatory he saith;- I never received any thing from Bean and never had any promise from him and never expected to receive any thing from him. And dont yet.

And in answer to the twentythird cross interrogatory he saith;- My deposition was taken by Noble I think about the 4th day of December 1887. It was an affidavit stating the facts in the matter as nearly as I knew. And I gave it to Skeggs, I kept a copy of it but my copy is burned.

And in answer to the twentyfourth cross interrogatory he saith;- I never saw them until yesterday, yesterday was the first and only time. They were not shown to me by any one. I saw them laying on the table yesterday while I was giving in my evidence.

And in answer to the first rebutting interrogatory he saith;- The first thing he stated he came into my office and said, in your name Williams, I said yes and he said, I saw your sign at the foot of the stairs and I came to Holton for the purpose of making some investments in real Estate and not wishing to call on a real estate agent I concluded to call upon you for the information for information in regard to investing in real estate. He stated that he, about sixty thousand dollars that he wished to invest in real estate and requested me to show him around, which I told him

C 188 1B12 1000 10 (2/3)

Names:

Bean,

Dale,

Keller & Noble

Williams, John L.

Places:

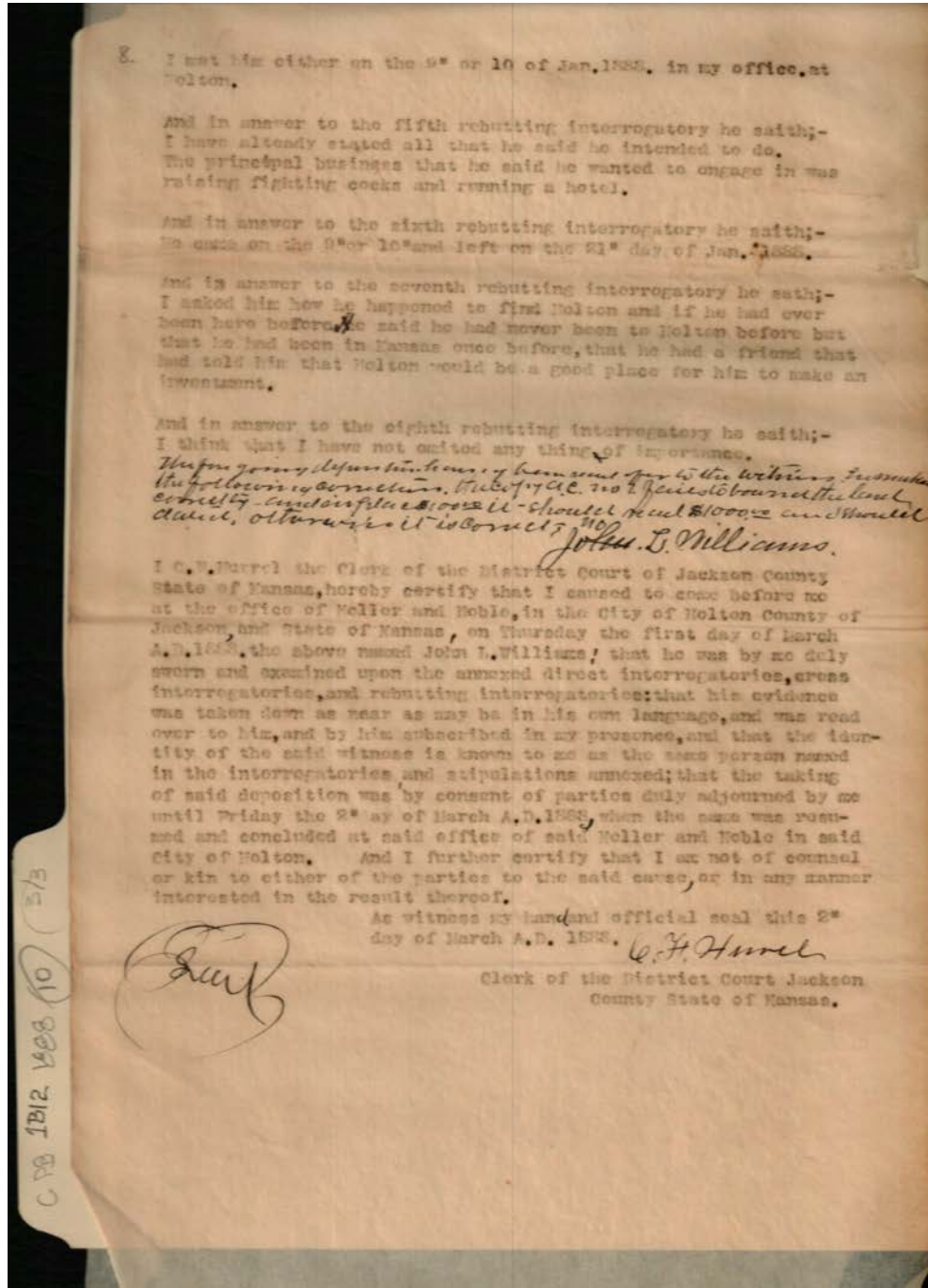
Northwestern District
of Alabama

Types:

chancery court

Dates:

c. 1888



8. I met him either on the 9th or 10 of Jan. 1888, in my office, at
 Holton.

And in answer to the fifth rebutting interrogatory he saith;-
 I have already stated all that he said he intended to do.
 The principal business that he said he wanted to engage in was
 raising fighting cocks and running a hotel.

And in answer to the sixth rebutting interrogatory he saith;-
 He came on the 9th or 10th and left on the 21st day of Jan. 1888.

And in answer to the seventh rebutting interrogatory he saith;-
 I asked him how he happened to find Holton and if he had ever
 been here before. He said he had never been to Holton before but
 that he had been in Kansas once before, that he had a friend that
 had told him that Holton would be a good place for him to make an
 investment.

And in answer to the eighth rebutting interrogatory he saith;-
 I think that I have not omitted any thing of importance.
*The few going before him is of some value for the witness's testimony
 the following is correct. The 17th of A.C. 700th should be changed to the 10th
 correct - and on the 10th of A.C. 700th should read \$1000.00 and should
 read, otherwise it is correct.*

John L. Williams.

I C. W. Hurrell the Clerk of the District Court of Jackson County
 State of Kansas, hereby certify that I caused to come before me
 at the office of Keller and Noble, in the City of Holton County of
 Jackson and State of Kansas, on Thursday the first day of March
 A. D. 1888, the above named John L. Williams; that he was by me duly
 sworn and examined upon the annexed direct interrogatories, cross
 interrogatories, and rebutting interrogatories; that his evidence
 was taken down as near as may be in his own language, and was read
 over to him, and by him subscribed in my presence, and that the iden-
 tity of the said witness is known to me as the same person named
 in the interrogatories and stipulations annexed; that the taking
 of said deposition was by consent of parties duly adjourned by me
 until Friday the 2nd day of March A. D. 1888, when the same was recon-
 vened and concluded at said office of said Keller and Noble in said
 City of Holton. And I further certify that I am not of counsel
 or kin to either of the parties to the said cause, or in any manner
 interested in the result thereof.

At witness my hand and official seal this 2nd
 day of March A. D. 1888. *W. H. Hurrell*
 Clerk of the District Court Jackson
 County State of Kansas.

C. 18 1B12. 1888. 10 (5/3)

Names:

Keller & Noble

Williams, John L.

Places:

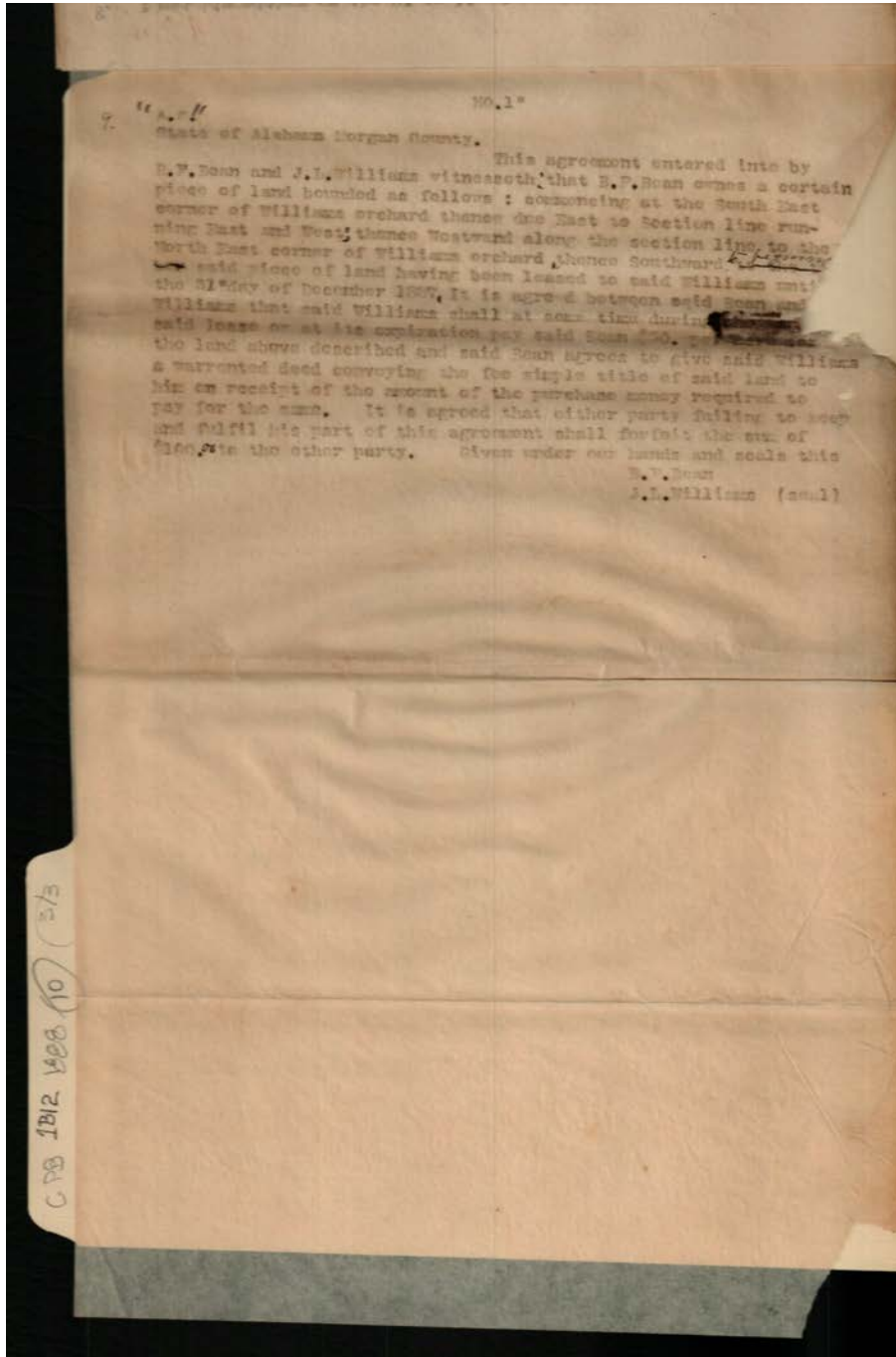
Northwestern District
of Alabama

Types:

chancery court

Dates:

c. 1888



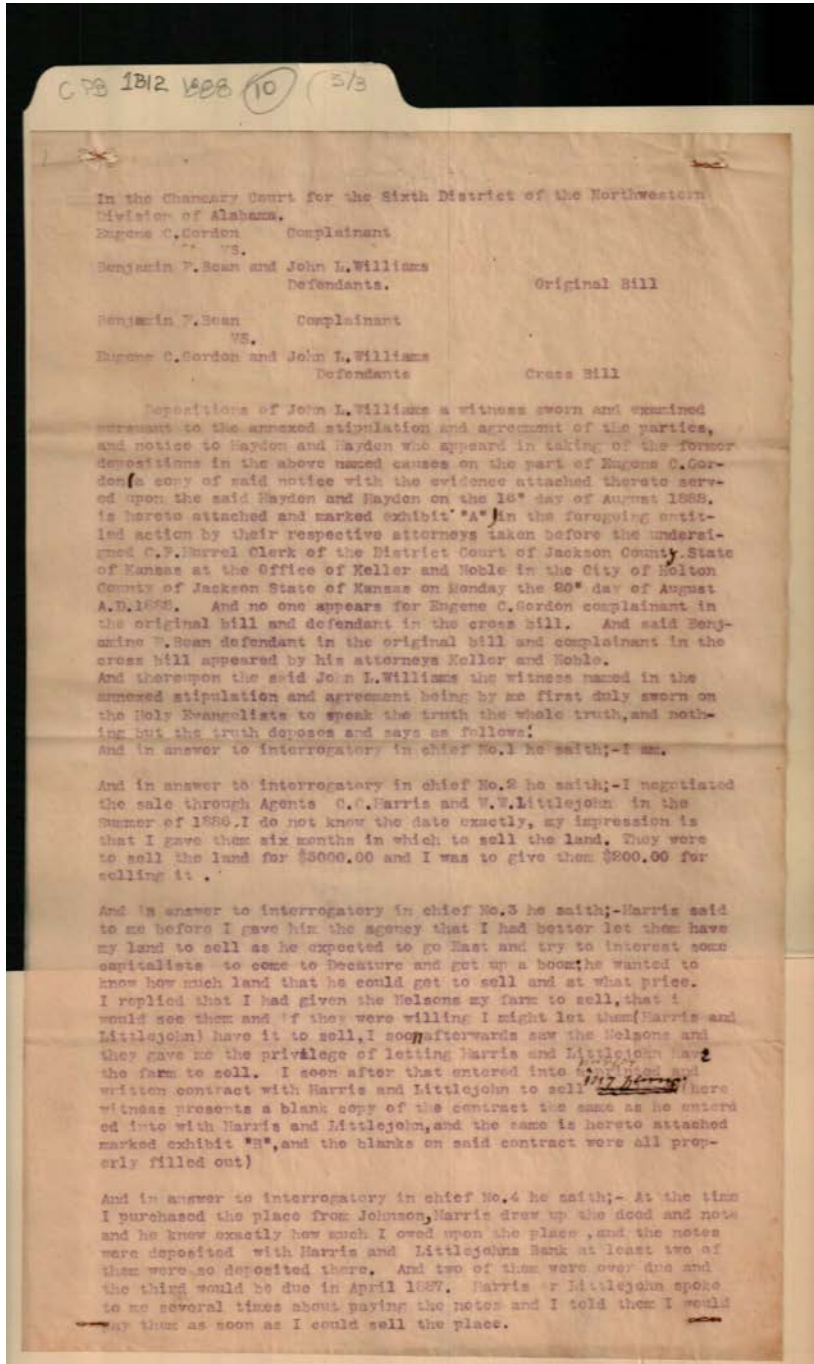
Names:

Bean, B. F.

Williams, John L.

Types:

agreement



Names:

Bean, Benjamin F.
Gordon, Eugene C.

Harris, C. C.
Johnson,

Keller & Noble
Littlejohn, W. W.

Nelson,
Williams, John L.

Places:

Northwestern District
of Alabama

Types:

chancery court

Dates:

c. 1888

C. P. B. 1812 1888 (10) (3/3)

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In addition to these notes Harris and Littlejohn held a note against me for \$230.00 in favor of Johnson personal property. That my indebtedness to Johnson amounted to \$2500.00 and the accumulated interest—all of which they Harris and Littlejohn well knew.

And in answer to interrogatory in chief No. 5 he saith;- That neither Harris ~~nor~~ Littlejohn intimated to me that they were interested or would be benefited by the sale of my land to Gordon.

And in answer to interrogatory in chief No. 6 he saith;- About the middle of March 1888, in a conversation with Keller and Noble, they stated that they had received a letter from F.P. Ward of Huntsville, Alabama, stating that he Ward suspected that Harris and Littlejohn were interested in the sale of my land to Gordon and ~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXX~~ this was the first intimation that ~~they~~ were interested in the sale of my land.

And in answer to interrogatory in chief No. 7 he saith;- None at all.

And in answer to interrogatory in chief No. 8 he saith;- It was made after the deed was executed.

And in answer to interrogatory in chief No. 9 he saith;- There was no consideration.

And in answer to interrogatory in chief No. 10 he saith;- My understanding was that either of us had the privilege.

And in answer to the interrogatory in chief No. 11 he saith;- It was my understanding that either party had the right under the contract to pay the other \$1000.00 insatisfaction and discharge of the same.

And in answer to interrogatory in chief No. 12 he saith;- Yes I did. Johnson stated that he had a contract with Bean for 20 acres of land lying east of my farm for which he was to pay Bean \$1000.00 on the 31st day of December 1887, ~~for~~ at which time Bean was to make him a warranty deed for the same that if either party failed in his part of the contract he forfeited to the other \$1000.00, this conversation was before I saw the contract at all.

And in answer to interrogatory in chief No. 13 he saith;- It was a printed and written contract and dont remember whether it was returned to me or not, and if it was returned to me it is not now in my possession or under my control. I have made a blank copy of the printed form of our contract a part of my answer to Question No. 3 of this deposition, which I also make a part of my answer to interrogatory No. 13.

And in answer to interrogatory in chief No. 14 he saith;- I remember nothing more at this time.

And in answer to the 1st cross interrogatory he saith. Yes it was.

And in answer to the 2nd cross interrogatory he saith;- I did.

And in answer to the 3rd cross interrogatory he saith;- Yes it was signed in duplicate and each kept a copy..

Names:

Bean,
Gordon,

Harris & Littlejohn
Johnson,

Keller & Noble
Ward, F. P.

Places:

Northwestern District
of Alabama

Types:

chancery court

Dates:

c. 1888

C.P.B. 1812 1888 10 3/3

And in answer to the 4th cross interrogatory he saith;- The assignment was made upon the duplicate copy kept by me . At the date of the assignment it was turned over to ~~Harris & Littlejohn~~.

And in answer to the 5th cross interrogatory he saith;- In answer to my first interrogatory in my former deposition there was a mistake ,in regard to the contract being burned; that it was not burned as stated . That the assignment was made upon ~~the~~ duplicate copy held by me of said contract and delivered to Harris and Littlejohn in October 1886. Since which time I have not seen such contract.

And in answer to the 6th cross interrogatory he saith;- I did, and the 80 acres was not included in that. I did not sell it; the firm of Harris and Littlejohn sold it, I agreed to take the price they said they could get viz;- \$4000.00.

And in answer to the 7th cross interrogatory he saith;- C.C.Harris of the firm of Harris and Littlejohn that sold my land for me. I never sold the land to C.C.Harris.

And in answer to the 8th cross interrogatory he saith;- I mean to be understood to say that I never gave C.C.Harris individually the authority to sell my farm but that I did give the firm of Harris and Littlejohn the authority, and the same was, in writing and printing signed by Littlejohn and myself. I do not know where the writing is. I do not know which one I delivered the writing to, but think they were both present, but am not positive.

And in answer to the 9th cross interrogatory he saith;- Harris made the proposition to me in the first place but requested me to let us have the farm for sale, meaning Harris and Littlejohn. And whenever the matter was mentioned they always used the pronouns "us" and "we". When the writing was signed it was signed by Littlejohn and myself alone. Partly written and partly printed.

And in answer to the 10th cross interrogatory he saith;- It is not true that said contract embraced the lands in controversy .

And in answer to the 11th cross interrogatory he saith;- It is not true that I ever sold the land to Harris. The authority was not returned to me ~~by~~ by Littlejohn or any one else before the sale of the land. I dont know that it was. I have no copy and have never seen one since I signed it.

And in answer to the 12th cross interrogatory he saith;- It is not true the authority that I gave Harris and Littlejohn was never returned to me. I say again that I did not sell the land to Harris. But Harris and Littlejohn sold it as my agents.

And in answer to the 13th cross interrogatory he saith;- It is true that I did tell Henry A. Skoggs that I had received letters from Sean , Harris and Johnson but I think I answered one of Seans letters

And in answer to the 14th cross interrogatory he saith;- I think I wrote Sean an answer to one of his letters in reference to my understanding of the contract but do not know when it was.

And in answer to the 15th cross interrogatory he saith;- In consideration of the rent of a lease of 80 acres of land for 1887. I stated on the back of the lease that he was to take up the ~~see on note for the rent of the land for 1887.~~

Names:

Harris & Littlejohn

Harris, C. C.

Littlejohn,

Places:

Northwestern District
of Alabama

Types:

chancery court

Dates:

c. 1888

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Legal and court documents, 1888 (3 of 3)

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C.F.B. 1B12 1888 10 3/3

Gordon was to receive the rents and profits of the land for the year 1887.

And in answer to the 16th cross interrogatory he saith;- I think they were.

And in answer to the 17th interrogatory he saith;- Littlejohn and Skeggs drove out to my place about the 1st of October 1886 and Littlejohn said "we can get \$4000.00 for your place" to day do not know what we can get tomorrow" I told him that I would not take it then, he did not surrender the authority that I had given him to sell my land.

And in answer to the 18th cross interrogatory he saith;- I gave the firm of Harris and Littlejohn the authority sometime in July or August 1886.

And in answer to the 19th cross interrogatory he saith;- I did not negotiate with C.C.Harris at any price but told them that they might take the \$4000.00 and I afterwards executed a deed to Gordon for 57 acres. Afterward I assigned the contract and lease, to Gordon.

And in answer to the 20th cross interrogatory he saith;- Yes.

And in answer to the 21st cross interrogatory he saith;- The proposition made by Littlejohn at my place was accepted by me between the 10 and 16th of October 1886, both Harris and Littlejohn urged me to take the price offered and said it was a good price and all the land was worth. They also stated that if I would take the \$4000.00 they would not charge me ~~any~~ commission. I presume this proposition was made in Decatur. I do not know who was present.

And in answer to the 22nd cross interrogatory he saith;- I never did.

And in answer to the 23rd cross interrogatory he saith;- I did not, except as stated in my answer to cross interrogatory No. 21.

And in answer to cross interrogatory no. 24 he saith;- Did not.

And in answer to cross interrogatory no. 25 he saith;- I gave J. Monroe Nelson authority to sell my land at \$5000.00 and if the purchaser so desired I agreed to assign the ~~the~~ lease and contract by him assuming my obligations under the contract and lease without any consideration to me.

And in answer to the 26th cross interrogatory he saith;- I am of the opinion that the contract was printed and written. It was given ~~me~~ sometime before I gave the authority to Harris and Littlejohn. I got permission of them to let Harris and Littlejohn have the sale of said land.

And in answer to the 27th cross interrogatory he saith;- Said Nelson was engaged in the Real Estate business and was living near Decatur Alabama at the time.

And in answer to the 28th cross interrogatory he saith;- I do not know. It is not in my possession now.

And in answer to the 29th cross interrogatory he saith;- I do not remember further than stated in 25. cross interrogatory.

And in answer to the 30th cross interrogatory he saith;- Nothing further than stated in No. 25th cross interrogatory.

Names:

Gordon,
Harris & Littlejohn

Harris, C. C.
Littlejohn,

Nelson, J. Monroe
Skeggs,

Places:

Northwestern District
of Alabama

Types:

chancery court

Dates:

c. 1888

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 12, Folder 10

Legal and court documents, 1888 (3 of 3)

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C. 98 1212 1888 10 3/3

5, 2, 1

And in answer to the 31st cross interrogatory he saith;- I do not remember that I did.

And in answer to the 32nd cross interrogatory he saith;- I represented to Nelson and others that in case he sold the 37th acres that the purchaser could have the lease and contract if they wanted it by assuming my obligations to Bean; but that there was nothing obligatory about taking the lease and contract.

And in answer to the 33rd cross interrogatory he saith;- I never represented that I had the absolute and unqualified right to purchase that land at \$50.00 an acre but that I had the right to offer Bean \$1000.00 for the land and that if he refused to make me a deed I could recover a \$1000.00 damage from ~~him~~ *him*.

And in answer to the 34th cross interrogatory he saith;- I received \$300.00 on the 9th day of December 1887. And \$500.00 on the 9th of February 1888. I received these amounts from C.W.Noble by check on the First National Bank Holton Kansas.

And in answer to cross interrogatory No. 35 he saith;- I did not receive it by express but as above stated.

And in answer to the 36th cross interrogatory he saith;- As stated in 34th cross interrogatory.

And in answer to the 37th cross interrogatory he saith;- I have received no letters from Henry Skeggs or Bean or any one else since Skeggs visit here except a reply to one that I had written to Skeggs ~~some~~ *a short time ago, & some letters, P.P. Ward.*

And in answer to the 38th cross interrogatory he saith;- I received a letter from Skeggs a short time ago in answer to one that I had written him. And I have also written several letters to Ward of Huntsville and received answers to the same, these are the only parties that I have had any correspondence with in regard to the matter. (here witness produces a letter dated Aug. 3rd 1888 from H.A. Skeggs of Decatur Alabama and makes it a part of his answer to this interrogatory and marked Exhibit "G") (here witness produces other letters and one dated March 29th 1888 ~~signed~~ *signed* by P.P. Ward to witness marked "H" and one other letter dated April 11th 1888, ~~signed~~ *signed* by P.P. Ward to this witness marked "I" and made a part hereof and are all the letters that I can find that were written before July^{28th} 1888.) I have kept no copies of any letters written by me to either Ward or Skeggs.

And in answer to the 39th cross interrogatory he saith;- As stated in answer to the 38th cross interrogatory. I have attached all of the original letters ~~that I have or can find.~~ *that I have or can find.* I have kept no copies of letters written by me. In the communication that I wrote to Skeggs the substance of it as near as I remember is as follows; I asked him if he remembered about he and Littlejohn coming out to my place about the first of October 1888, and asked him if he remembered of Littlejohn telling me that we can get \$4000.00 for you farm. (as to the letters written by witness to Ward he produces and the same are hereto attached marked "J" and "K" and "L" and made a part hereof, ~~as all as are marked "J" hereto attached and marked Exhibit "I".~~ *as all as are marked "J" hereto attached and marked Exhibit "I".*)

And in answer to the 40th cross interrogatory he saith;- Perhaps I did. If I did I went the 37 acres of land; that I did not consider the contract a sale at all but that Gordon nearly assumed my place.

Names:

Bean,
Littlejohn,

Nelson,
Noble, C. W.

Skeggs, Henry
Skeggs, M. A.

Ward, F. P.

Places:

Northwestern District
of Alabama

Types:

chancery court

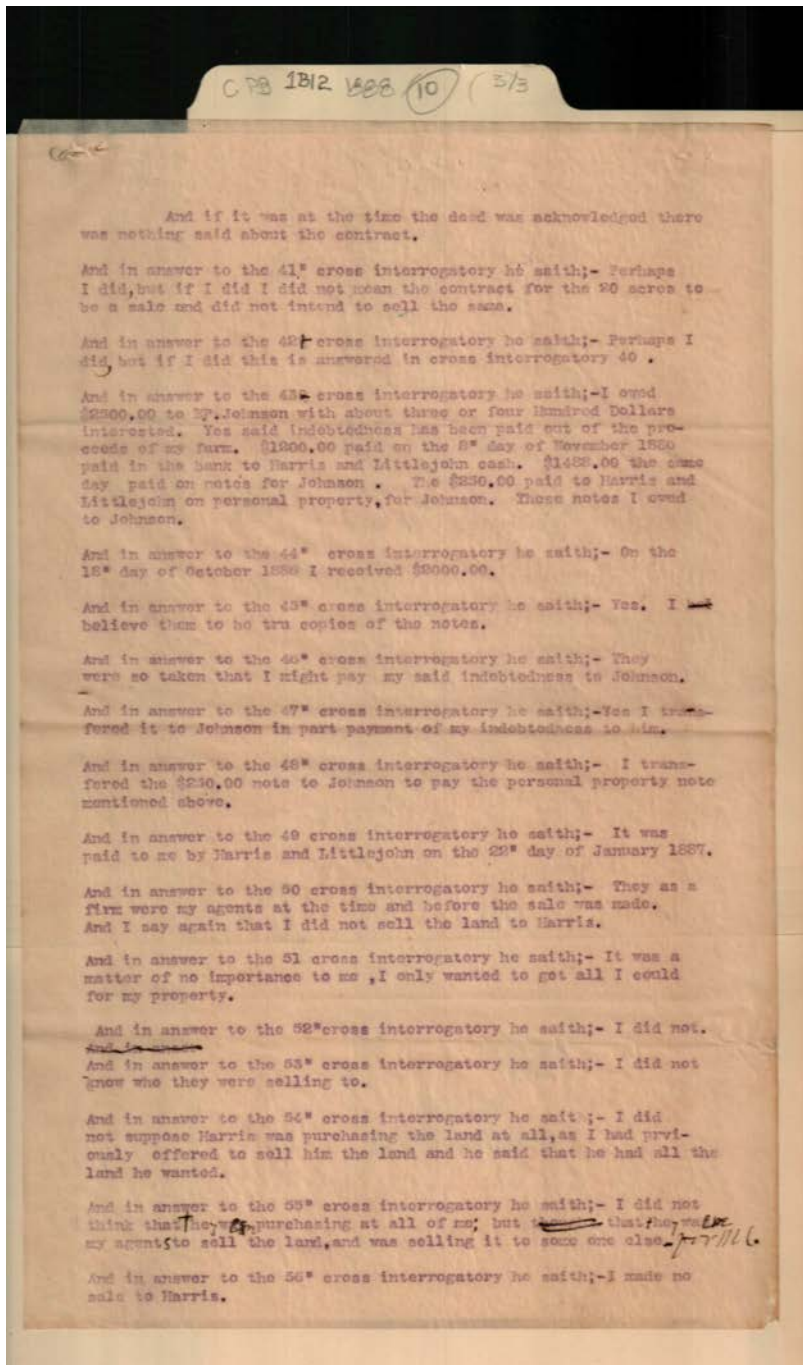
Dates:

c. 1888

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 12, Folder 10

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Names:

Harris & Littlejohn

Johnson, E. P.

Places:

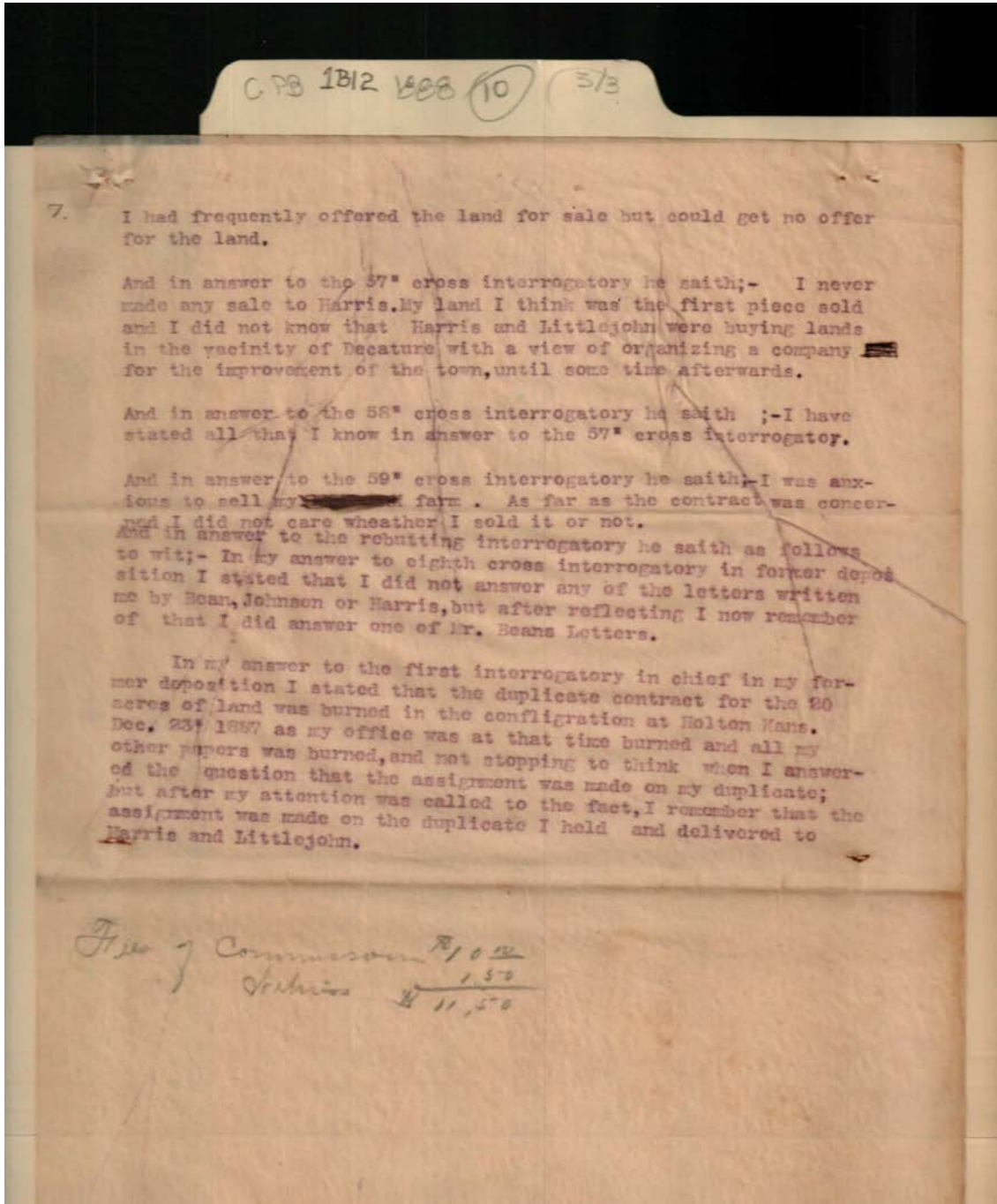
Northwestern District
of Alabama

Types:

chancery court

Dates:

c. 1888



Names:

Bean,

Harris & Littlejohn

Harris,

Johnson,

Places:

Northwestern District
of Alabama

Types:

chancery court

Dates:

c. 1888

C 98 1812 1888 (10) (3/3)

2

To the Chancellor of the North Western Division
of Alabama sitting for the sixth District
thereof, composed of the County of Morgan, at
Sonsville.

John L. Williams who resides in Horton
Johnson County state of Kansas brings this
his bill against the Dea. Geo. Land Improve-
ment and Furrison Company a corporation
created under the laws of the state of Alabama
located and doing business in Morgan
County Alabama William H. Littlejohn who
resides in said County of Morgan near
Eugene & Gordon who resides in Winston
County Alabama.

And therefore your orator complains
and says:

1. In October 16. 1886 your orator and his
wife Elizabeth A. Williams executed a deed
of conveyance to the defendant Eugene &
Gordon of that certain tract or parcel of land
situated in Morgan County Alabama being
a part of the tract formerly owned by J. D. Rather
near the railroad line of the town of Decatur
and bounded as follows: commencing fifty (50)
feet Eastward from the center of the track of the
North and South Alabama Railroad and
extending Eastwardly along the line of the land
known as the Cain tract sixty one and one
third (61 1/3) rods, thence in a southward direction
or nearly at right angles with the line of Cain
land fifty six (56) rods more or less, a sufficient
distance with the other bounds to make thirty (30).

Names:

Gordon, Eugene C.
Littlejohn, William
W.

Rather, J. D.
Williams, Elizabeth
A.

Williams, John L.

Places:

Northwestern District
of Alabama

Types:

chancery court

Dates:

c. 1888

C-78 1812 1888 (10) 3/3

2.

1. acres. to a point fifty two & two thirds (52 $\frac{2}{3}$) rods Eastward from the East line of the right of way of the said Railroad measuring along a line parallel with the opposite and first described side of said parcel of land, then Northwardly fifty two & two thirds (52 $\frac{2}{3}$) rods on a line parallel to the first described side of said parcel of land to a point at the East line of the right of way of said Railroad and fifty (50) feet from the center of the track, then Northwardly along said line of way of said Railroad to the beginning containing twenty (20) acres more or less; also a tract of land adjoining the foregoing on the South, containing seven (7) acres & described as following: commencing at the South East corner of Orchard & running thence Southwardly along a line made by extending the East line of said Orchard twenty two (22) rods, then Northwardly along a line parallel with the South line of Johnston's Orchard on the South side of the right of way of the South & North Alabama Railroad, then Northwardly along the right of way of said Railroad to the South West corner of said Orchard, and thence Eastwardly along the line of said Orchard to the beginning; also lots numbered five (5) six (6) and seven (7) in the plan of the Survey of land formerly belonging to the estate of James W. Cain decd, each lot containing ten (10) acres more or less, which said lots are situated near the Southern boundary line of the Town of Decatur and known as the Johnston Orchard lands, all in Morgan County State of Alabama. & copy

Names:

Cain, James W.

Johnston,

Places:

Northwestern District
of Alabama

Types:

chancery court

Dates:

c. 1888

CPS 1812 1888 (10) (3/3)

3.

1 of said deed of conveyance is herewith appended
2 mark "Exhibit A" as a part of this bill.

3 2. The execution of said deed of conveyance was
4 fraudulent proceed, in this:

5 Some time prior to October 1888 the defendants,
6 Gordon and Littlejohn and C C Harris entered
7 into an agreement by which said Littlejohn
8 and Harris were to aid said Gordon in buying
9 up land in and around Decatur Alabama
10 and form a company

11

12 said Gordon to pay for the land, and give them
13 such portion of the profit, in the event of success of
14 the enterprise, as was reasonable for their services; They
15 did aid him in buying up the land and organi-
16 zing the company

17

18

19

Names:

Gordon,

Harris, C. C.

Littlejohn,

Places:

Northwestern District
of Alabama

Types:

chancery court

Dates:

c. 1888

CPB 1B12 1888 (10) 3/3

To the Chancellor of the North Western
Division of Alabama, sitting for the Sixth
District there of at Souverville.

John L. Williams, who resides in Holtton
Jackson County Kansas brings this his
bill against Eugene C. Gordon who resides
in Sumner County Alabama and William
W. Littlejohn who resides in Morgan County
Alabama.

And therefore your orator complains
and say:

1. Sometime in the year 1886 the defendants
said Eugene C. Gordon and William W. Littlejohn
and C. C. Harris associated themselves together
in the enterprise of buying up land in and
around Decatur in Morgan County Alabama
and organizing a company to purchase there
lay them off in lots and sell them for profit.
They entered into an agreement by the terms
of which said Harris and Littlejohn were
to aid said Gordon in buying up the land
and organizing the company; said Gordon
was to furnish the money and buy the
land and give said Harris and Littlejohn
for their services, in the event of success of
the enterprise, such portion of the profits
as was reasonable; and said Harris and
Littlejohn were to exercise their discretion
as to what land to buy and what prices
to pay.

Pursuant to said agreement said Gordon
with the aid of said Harris and Littlejohn

Names:

Gordon, Eugene C.
Harris, C. C.

Littlejohn, William
W.

Williams, John L.

Places:

Northwestern District
of Alabama

Types:

chancery court

Dates:

c. 1888

2

C 78 1812 1888 (10) 2/3

purchased, at an aggregate cost of _____ dollars, the land of which a list is herewith appended marked "Exhibit A" as a part of this bill, embracing fifty seven acres conveyed to said Gordon, at the price of four thousand dollars, by deed of your orator and his wife of date October 16, 1886, of which a copy is herewith appended marked "Exhibit B" as a part of this bill.

They succeeded in getting a company organized and incorporated under the name of the Decatur Land Improvement and Furnace Company, authorized to raise by subscription a capital stock of _____ dollars divided into _____ shares of one hundred dollars each. Of said _____ shares of said stock certificates have been issued for only _____ shares; the remaining _____ shares not being subscribed for or sold. And said land was sold by said Gordon and his said associates and conveyed to said Company in consideration of _____ dollars in money and _____ of said _____ shares of capital stock each of the market value of twenty dollars. Of this sum of _____ dollars said Gordon retained _____ dollars and said Harris received _____

Names:

Gordon,

Harris,

Places:

Northwestern District
of Alabama

Types:

chancery court

Dates:

c. 1888

3

CPB 1812 1888 10 3/3

dollars and said Littlejohn
dollars. And of said
shares of stock received in
payment of said land said Gordon received
certificates of shares.
said Harris certificates of
shares and said Littlejohn certificates of
shares. The shares of money
and stock received by said Harris and said
Littlejohn being their portions of the profits
of the enterprise.

2. The value per acre of the fifty seven acres of
land conveyed to your said Gordon by said deed
of your orator and his wife of date October 16, 1888
was many times the average value per acre
of the entire land embraced in Exhibit A.

3. Portions of said fifty seven acres known
and designated as lots one (1) and two (2) in
Block six (6) Addition three (3), and lots six (6)
seven (7) eight (8) nine (9) ten (10) and eleven (11) in
Block eleven (11) Addition three (3) have been sold
and conveyed to said Gordon by said Company.
And of those said Gordon has sold said lots
at profits aggregating dollars.

4. The execution of said deed of conveyance of date
October 16, 1888 by your orator and his wife to said
Gordon was unfairly, inequitably and fraudulently
obtained by said Gordon and his said associates
said Harris and said Littlejohn in this:

Names:

Gordon,

Harris,

Littlejohn,

Places:

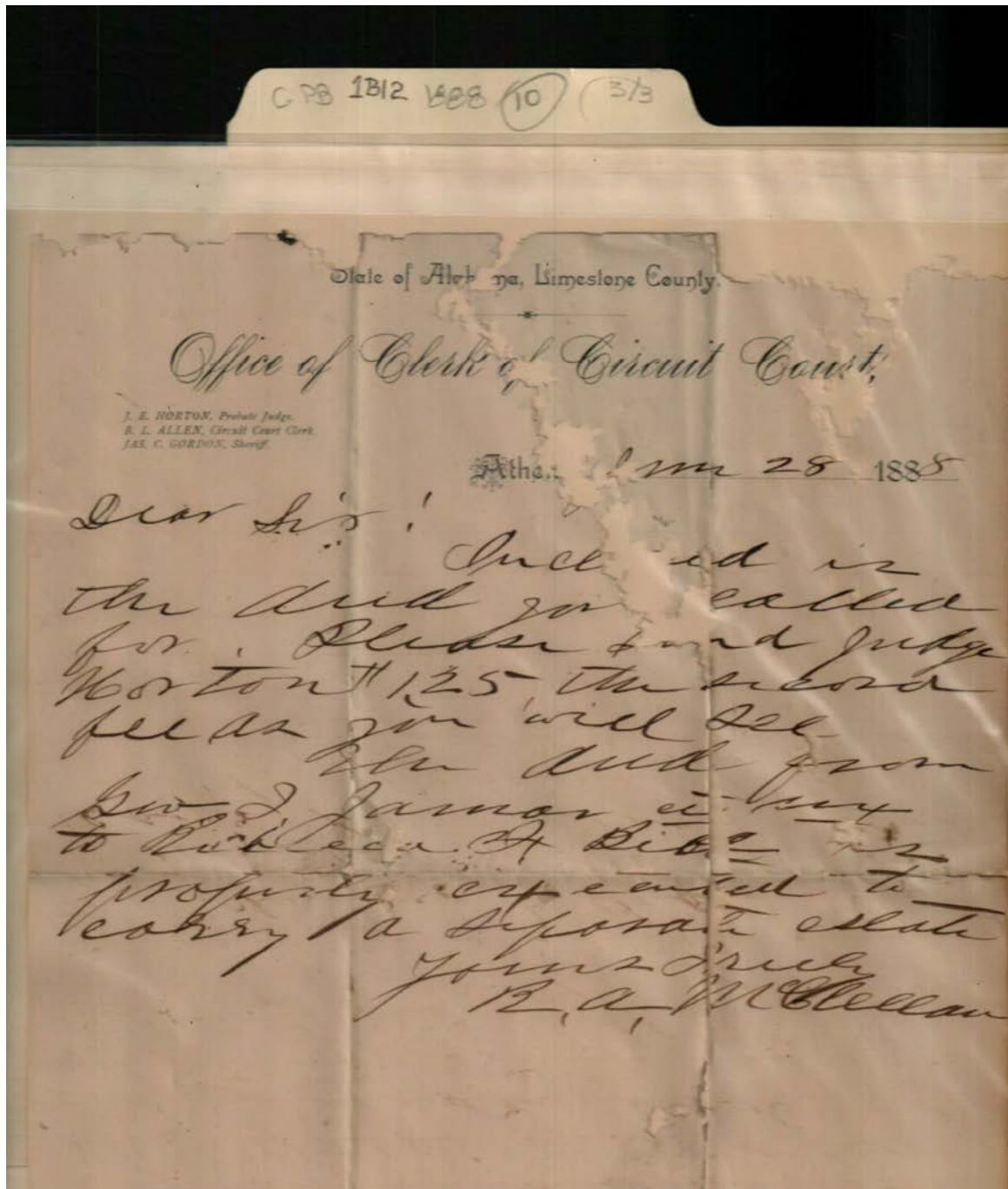
Northwestern District
of Alabama

Types:

chancery court

Dates:

c. 1888



Names:

Horton, Judge

Jamar, George J.

McClellan, R. A.

Places:

Athena, AL

Types:

correspondence

Dates:

June 28, 1888

CPB 1812 1888 (10) 3/3

Account stated between F. P. Ward and myself. This day shows balance in his favor of two hundred dollars and four cents. On collections aggregating sixty seven hundred and twenty nine ¹⁸/₁₀₀ dollars.

Debts against B. B. Smith and R. C. Brickell
 " " David Bowers
 " " Ellen T. Ward
 " " M. A. Barclay
 " " W. C. Maples

Jan'y 24. 1885. R. F. Bibb

I hold the above balance of two hundred dollars and four cents as agent of F. P. Ward.

Fifty property to Mr. Mingo	at	600.00
Cash		100.00
Jan'y 1885	h.c.	100.00
July 1 1886	"	200.00
" 1887	"	200.00
		1500.00

Summation of above for 1500.00

Names:

Barclay, M. A.

Bibb, R. F.

Bowers, David

Brickell, R. C.

Maples, W. C.

Smith, B. B.

Ward, Ellen T.

Ward, F. P.

Types:

account

Dates:

Jan 24, 1885

CPS 1812 1888 (10) (3/3)

Floral City, June 1888

Mr F P Ward

Six years of May the 25th to hand with check for 227.00 I wrote Mr Bowers I had received the check for 275.00 I am disappointed that it was no more I dont see how I can get along without another hundred dollars. I did not come into owing but one Lewis note I thought you had collected money and settled two of them. if there is three notes you will have to sell the maple place as soon as you can and pay them off. I have no income here from oranges yet nor will have for some years yet I will be independent if I live a few years. Henry has a good crop. he has overhed well. he wants to raise some vegetables for market next winter. I paid two hundred dollars for his land and have got the deed. I paid 60^B for wagon and harness

Names:

, Henry
Bowers,

Lewis,
Maples,

Ward, F. P.

Places:

Floral City, FL

Types:

correspondence

Dates:

June 1888

C 78 1812 1888 (10) 3/3

it has cost me six dollars a month to
 feed the mule. it has cost me 6⁰⁰ a month
 to live the money I got last fall for
 the Linear lot and Fity lot I spent for
 corn and land and clearing land and
 fencing. I am in debt. if I can
 get 100 I think me can get along
 Henry will make between two and three
 hundred bushels of corn. he will be
 compelled to have a crib to put it in
 and we have not got the money
 to build one. you have had for
 attending to my buisness one of the
 Barkley notes 273. 00 fifty dollars
 the I an I moved to Fla. and you said
 you kept some of the ward note you
 never said how much. you kept 25⁰⁰ of
 the three ^{hundred} that Mr Bowers paid. and you
 kept 134⁰⁰ send me 100⁰⁰ now and I will
 pay you when I sell that farm
 in Fla. please look over your papers
 and perhaps you can find you have
 settled the Lewis notes of July 17th and
 August 1st 1885. I hope you can help

Names:

, Henry

Barkley,

Bowers,

Ward,

Places:

Floral City, FL

Types:

correspondence

Dates:

June 1888

C.P.B. 1B12 1888 (10) (3/3)

much do the Gewis notes amount to
I am sorry to trouble you please
attend to it. I have used some money
to finish settling with Elba. send
me a hundred dollars and I think
we can get along. I have hogs
enough to make our meat and lard
for next year very respectfully
R F Bibb

Names:

, Elba

Bibb, R. F.

Places:

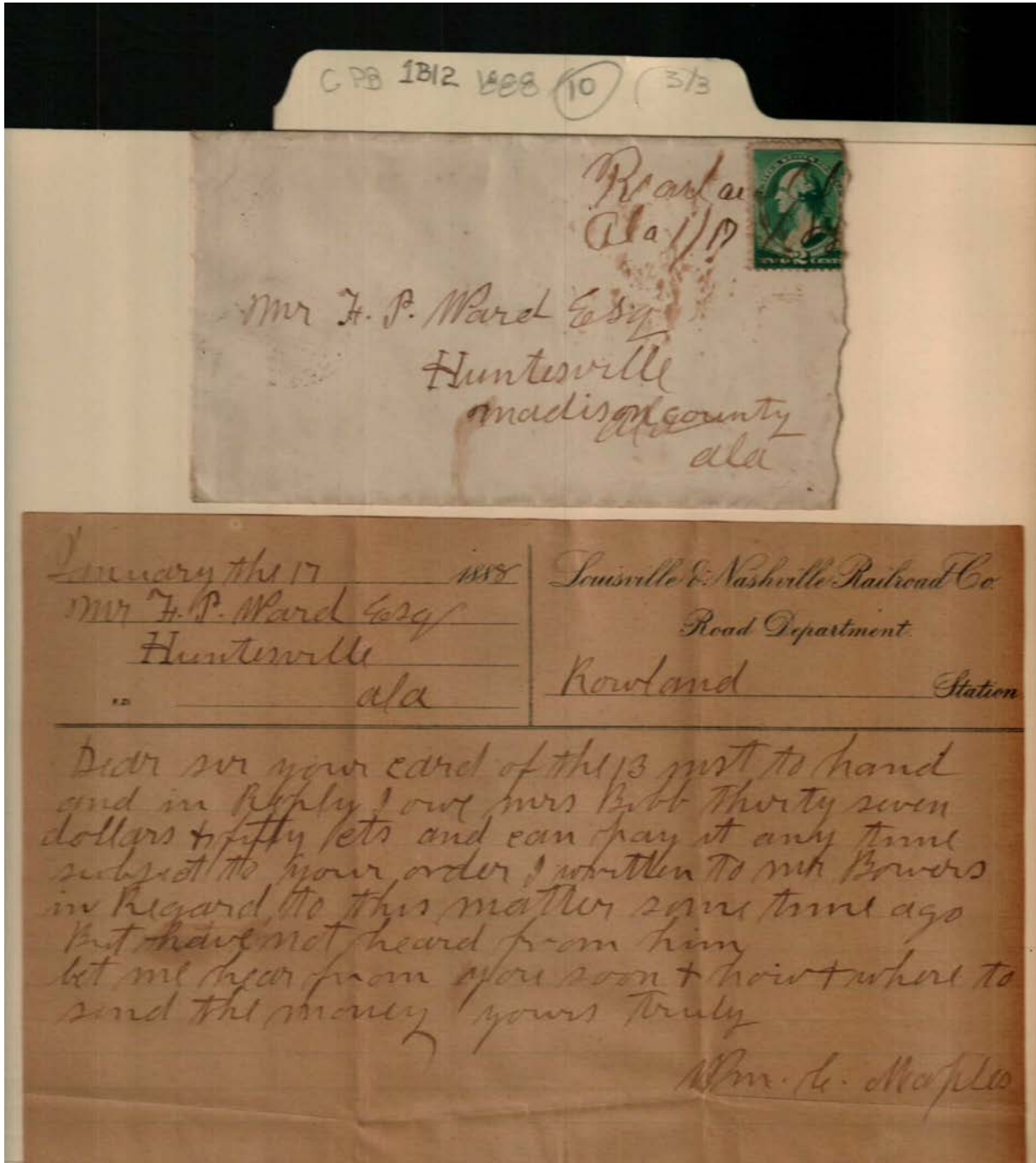
Floral City, FL

Types:

correspondence

Dates:

June 1888



Names:

Bibb, Mrs.

Bowers,

Louisville &
Nashville Railroad

Co.
Maples, William C.

Ward, F. P.

Places:

Huntsville, AL

Rowland (Station),
AL

Types:

correspondence

envelope

Dates:

Jan 17, 1888

G 78 1B12 1888 10 3/3

ESTATE OF
John R Drake Deceased

INVENTORY.

Filed in the office of the Judge, Probate Court. Approved and ordered recorded, this 11th January 1888.

Thomas J. Taylor
Judge Probate Court

M. R. No. *22* Page *363*

Probate Record Book *37* page *492*
Thomas J. Taylor
Judge of Probate

INVENTORY.

THE STATE OF ALABAMA, PROBATE COURT.
MADISON COUNTY.

In the Matter of the Estate of *John R Drake*, Deceased.
To the Hon. *Thomas J. Taylor*, JUDGE PROBATE COURT, MADISON COUNTY:

The following is a full Inventory of all the Goods and Chattels, Money, Books, Papers and Evidences of Debt of the said *John R Drake Deceased*

NO.	GOODS AND CHATELS	
	<i>Cash in Bank</i>	<i>485.⁰⁰</i>
	<i>Cash from husband and partly from</i> <i>dollars</i>	<i>485.⁰⁰</i>

Names:

Drake, John R.

Places:

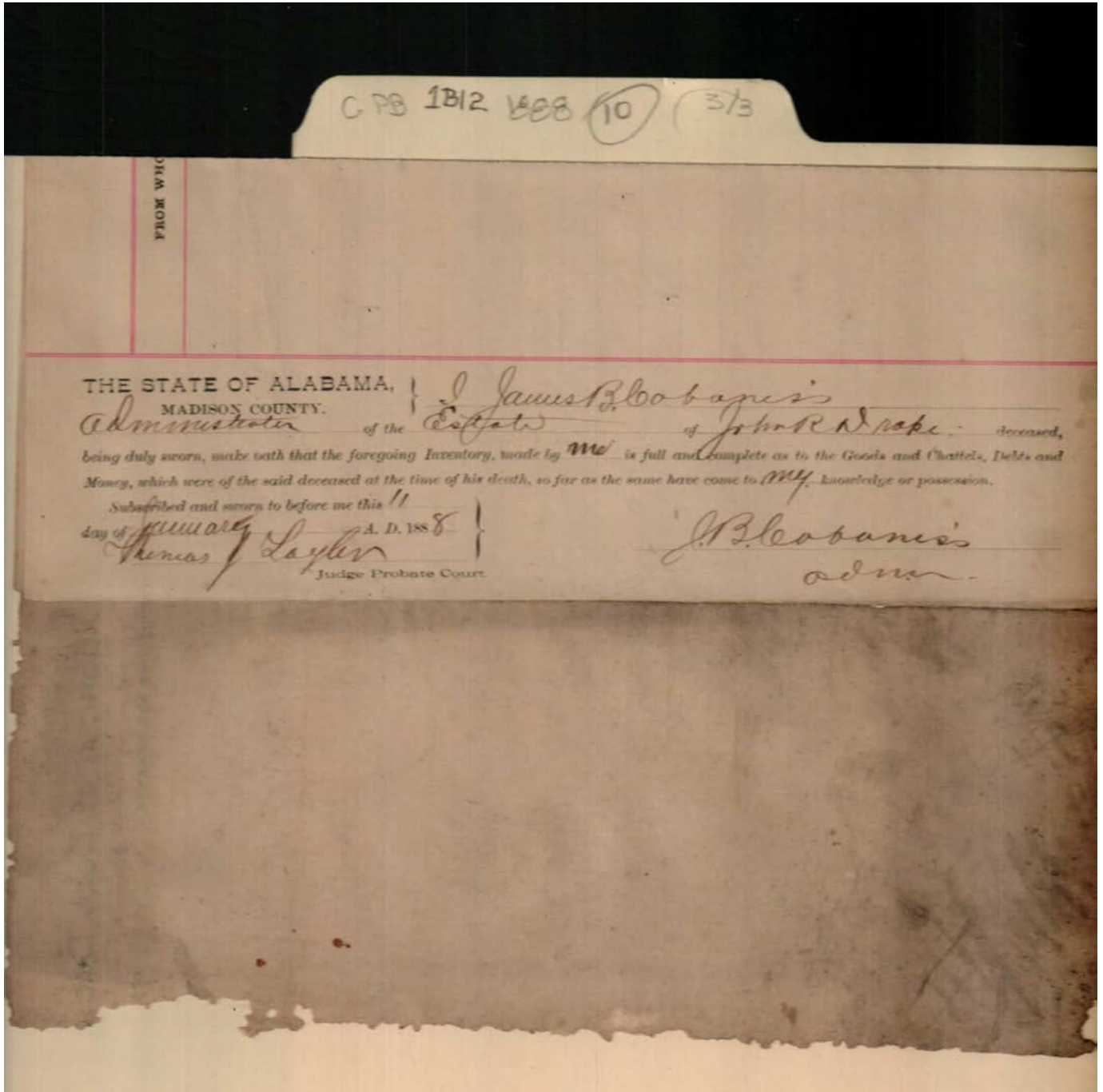
Madison Co., AL

Types:

estate document

Dates:

Jan 11, 1888



Names:

Cabaniss, James B.

Drake, John R.

Places:

Madison Co., AL

Types:

estate document

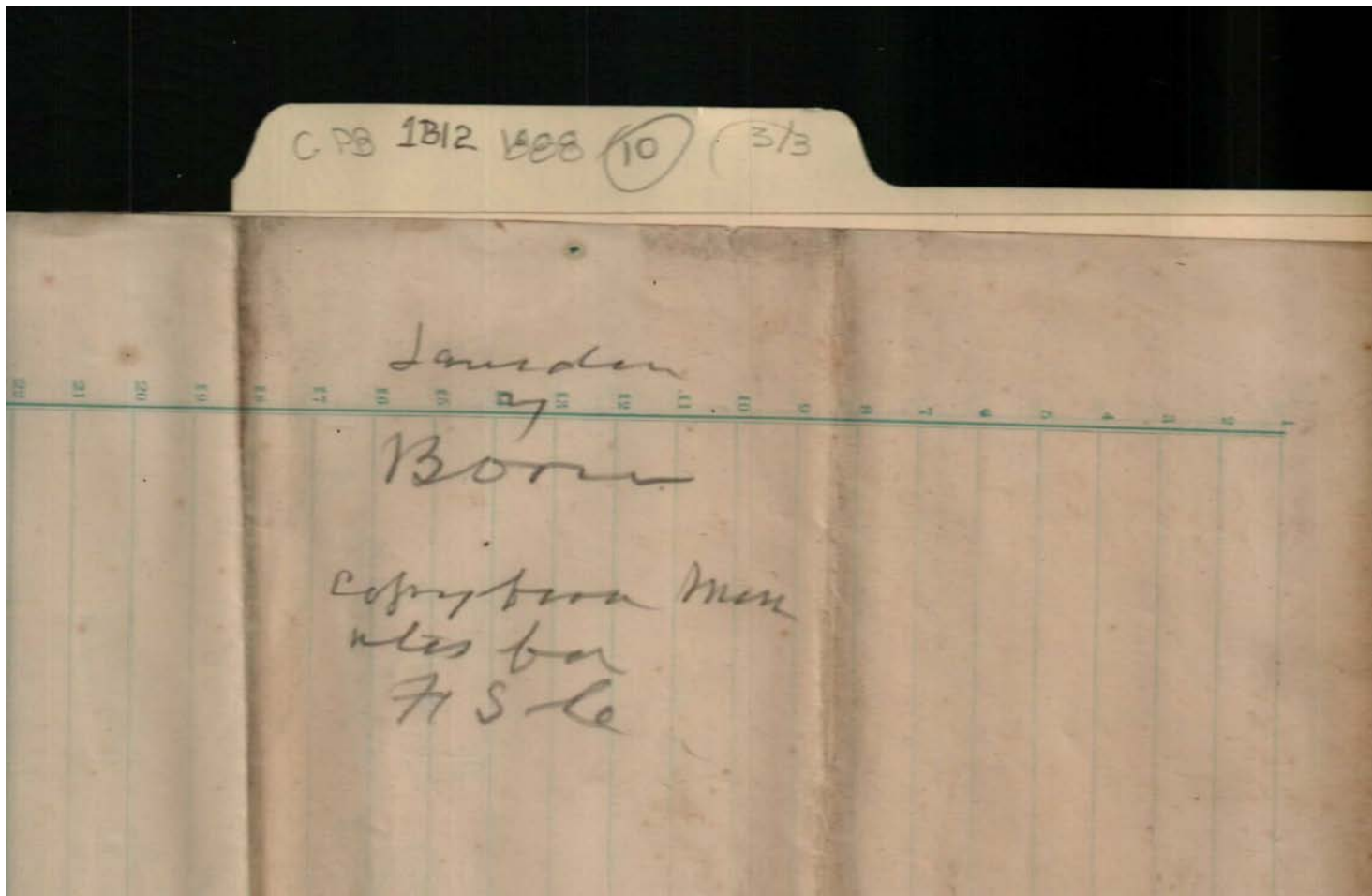
Dates:

Jan 11, 1888

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Names:

Jordan

Types:

memo

C 78 1B12 1888 (10) (3/3)

1331

March 23, 1888

} Same the parties by
} sale and cause sub
on pleadings & proof noted by the Register
as follows: to wit, for complainant
original Bill of Exhibits,
depositions of A. D. Lansden, James
E. Lansden & W. C. Bragg & objections
to defendants testimony J. L.

March 22, 1888

Same by A. D. Lansden - the
personal repr. of Houston B. L. in
& makes himself in the court
a party complainant -

Names:

Bragg, W. C.

Lansden, A. D.

Lansden, James E.

Types:

memo

Dates:

March 1888

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 12, Folder 10
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[Image 39](#) (r01b12-10-000-0039)

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Frances Cabaniss Roberts Collection

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