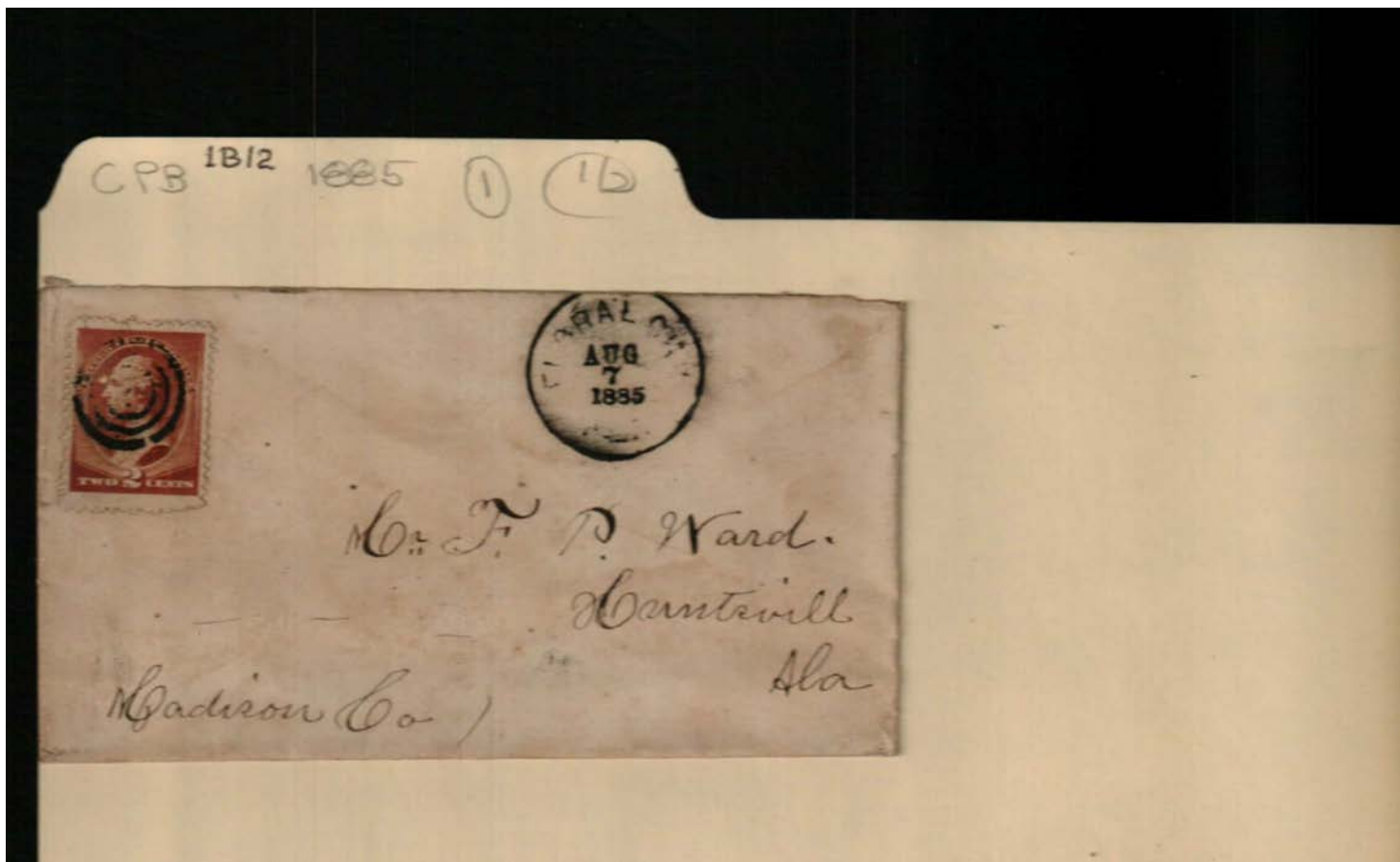


Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 12, Folder 1

Legal and court documents, 1885 (1 of 2)

Image 1 r01b12-01-000-0087 [Contents](#) [Index](#) [About](#)



Names:

Ward, F. P.

Places:

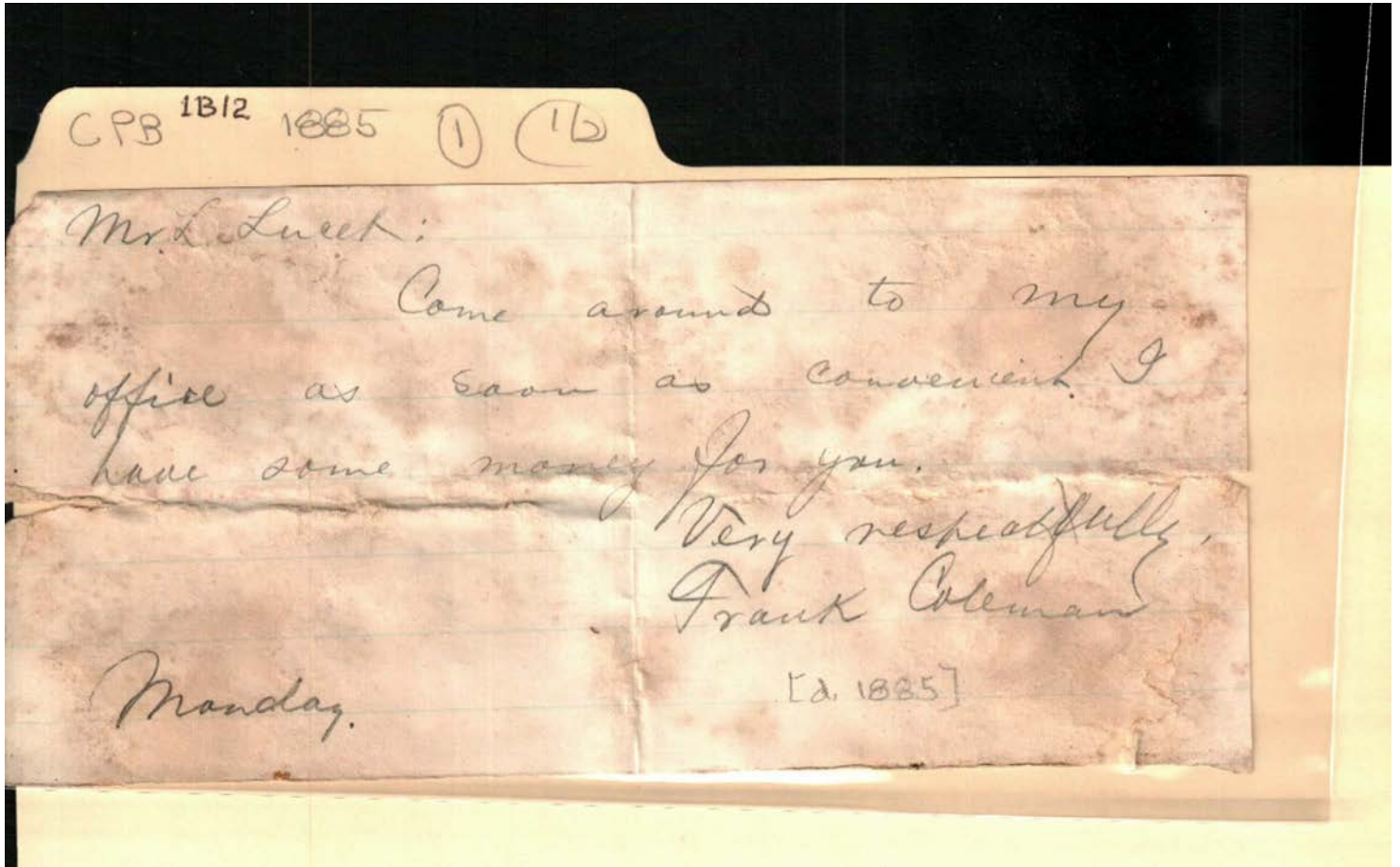
Huntsville, AL

Types:

envelope

Dates:

Aug 7, 1885



Names:

Coleman, Frank

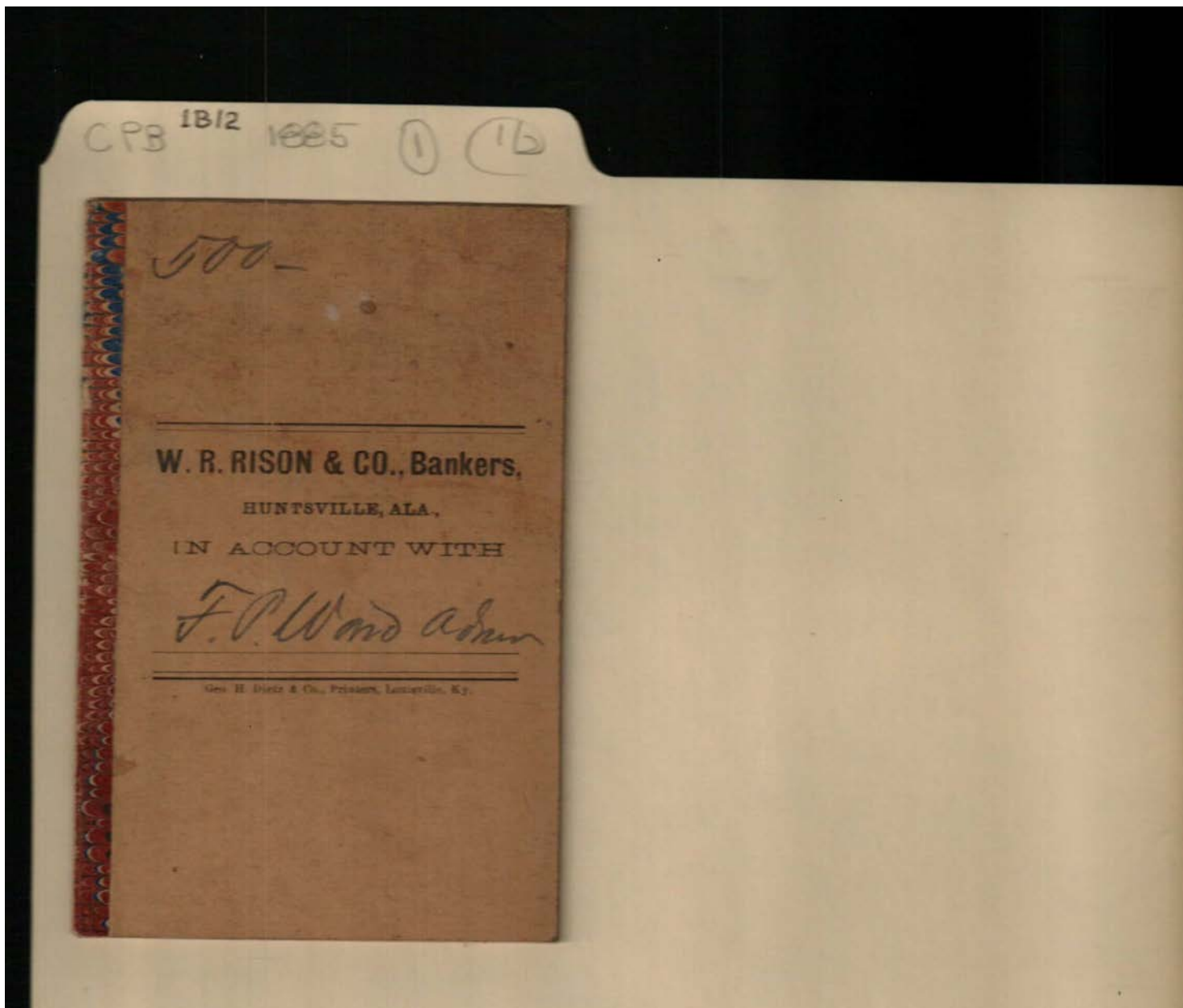
Lucet, L.

Types:

correspondence

Dates:

1885



Names:

Rison, W. R. & Co.,
Bankers

Ward, F. P.

Places:

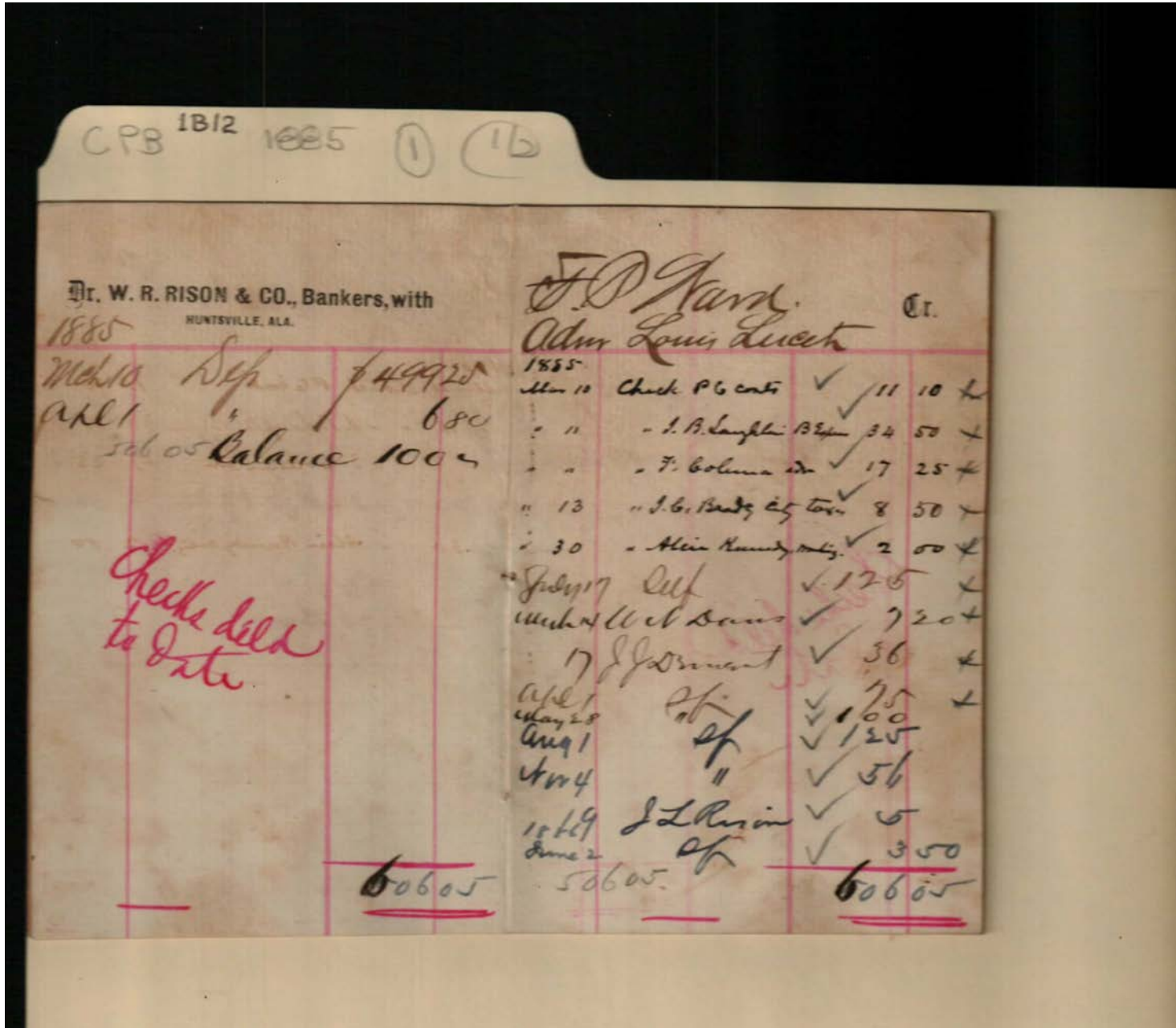
Huntsville, AL

Types:

account

Dates:

1885



Names:

Lucet, Louis

Ward, F. P.

Places:

Huntsville, AL

Types:

account

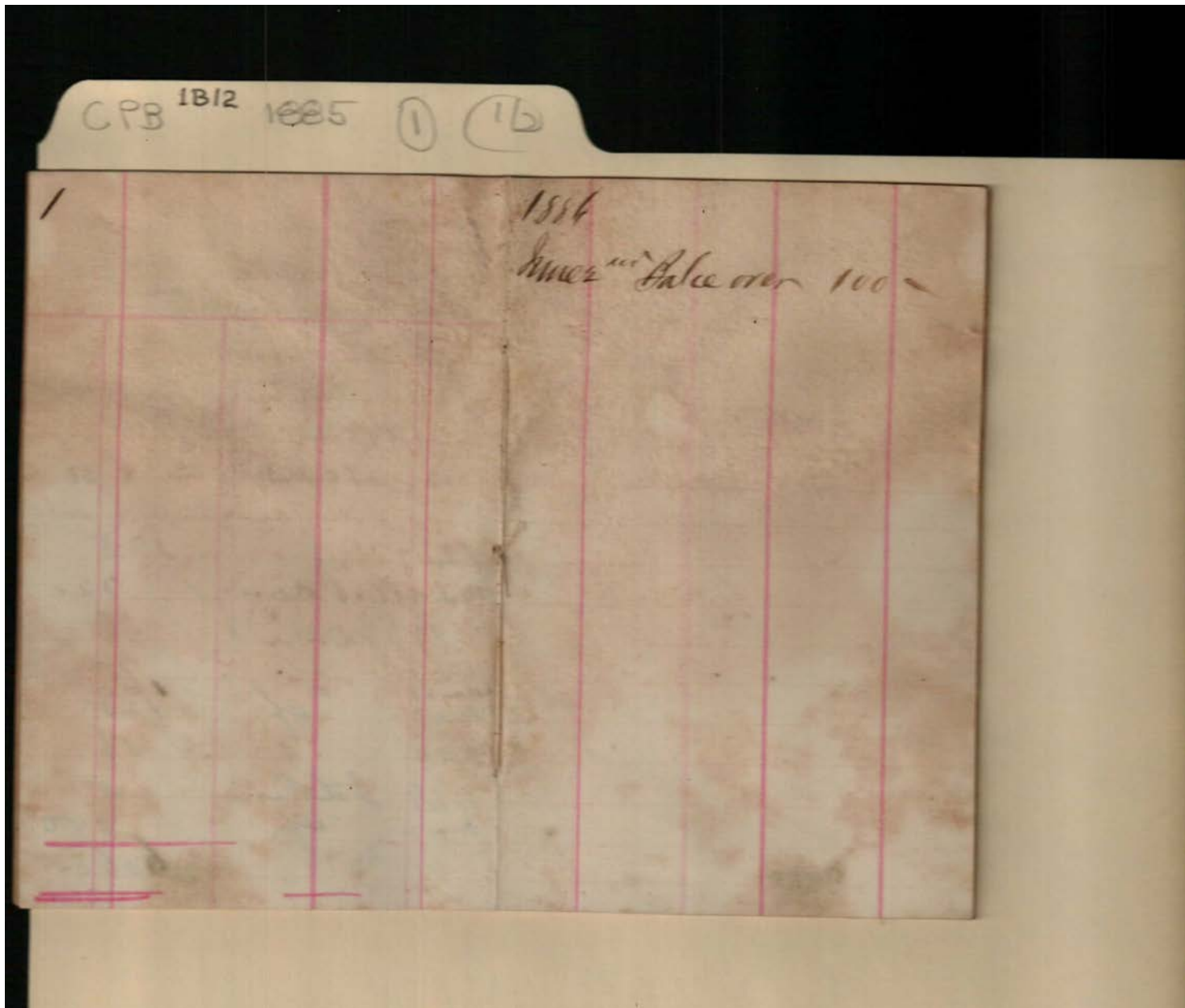
Dates:

1885

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

Legal and court documents, 1885 (1 of 2)

Image 5 r01b12-01-000-0091 [Contents](#) [Index](#) [About](#)



Places:

Huntsville, AL

Types:

account

Dates:

1886

CPB 1B/2 1885 ① 16

710 137
 J. P. Ward adm^r on the estate of
 Thomas Fearn deceased
 vs
 Robt T. Coles adm^r on the estate of
 Robt Fearn deceased
 Eliza Lee Fearn & Eliza Lee
 Fearn Guardian of Wale
 Coles Fearn Et al

In the above entitled cause
 a decree was made upon the 1st day
 that a decree was rendered and
 execution on the 2^d day of April
 1885 by the Hon^{ble} Justices
 Abner D. Abbott of the Eastern Chancery
 division of the State of Alabama
 in favor of the respondents
 in the above entitled cause for the
 sum of four thousand six hundred
 and twenty dollars and a like
 declared in favor of said
 complainant on certain real
 estate described in said decree. It
 was further ordered that unless the
 said sum of four thousand
 six hundred and twenty dollars
 with the accrued interest thereon
 from the date of said decree
 together with the cost of this suit
 is paid to the complainant on
 the first day of the next term of said
 court as now appointed by law
 the Register will proceed to sell
 said real estate with the goods
 now down in the city of Huntsville
 county of Madison after giving
 the notice required by law
 and now comes the respondents
 by their solicitors and pray for
 appeal to the supreme court
 of the state of Alabama sitting
 at Montgomery. It is accordingly
 adjudged by the Register that
 the said respondents enter in to
 bond with good adequate surety

Names:

Coles, Robert T.
 Fearn, Eliza Lee

Fearn, Kate Coles
 Fearn, Robert

Fearn, Thomas
 Ward, F. P.

Places:

Huntsville, AL

Types:

chancery court

Dates:

Apr 2, 1885

CPB 1812 1885 (1) 16

in the sum of nine thousand
two hundred and forty dollars
conditioned as follows. That if
the above said respondents in
the above entitled cause shall
prosecute the said appeal to
effect and satisfy such charges
as the supreme court may render
in the premises and shall pay
all such damages as the complainant
in said cause may sustain by
reason of said appeal from the
aforesaid decree of said chancery
court, then this obligation to be void
otherwise to be and remain in
full force and effect

J P Ward
Wm at Law
Huntsville Ala

Dr Sir

Above I send you
copy of Minute Entry made in said cause
which if not correct please correct it so as
to suit you (I have not got much time left
on the minutes I also inclose copy of
sum of \$1000)

Capt Humes sent me the bond I made out
signed by Eliza Lee Hume Robert's Coles &
Archibald Campbell
The bond is without date (which I think it
ought to have) after seeing copy of sum &
order to forward on the minutes you think
the bond that has been made informal &
insufficient please make out one and leave
it signed & I will return the one I have
I am & Co Sir I can hardly sit still

Respectfully
S K Rayburn

Names:

Campbell, Archibald
Coles, Robert T.

Fearn, Eliza Lee
Humes, Capt.

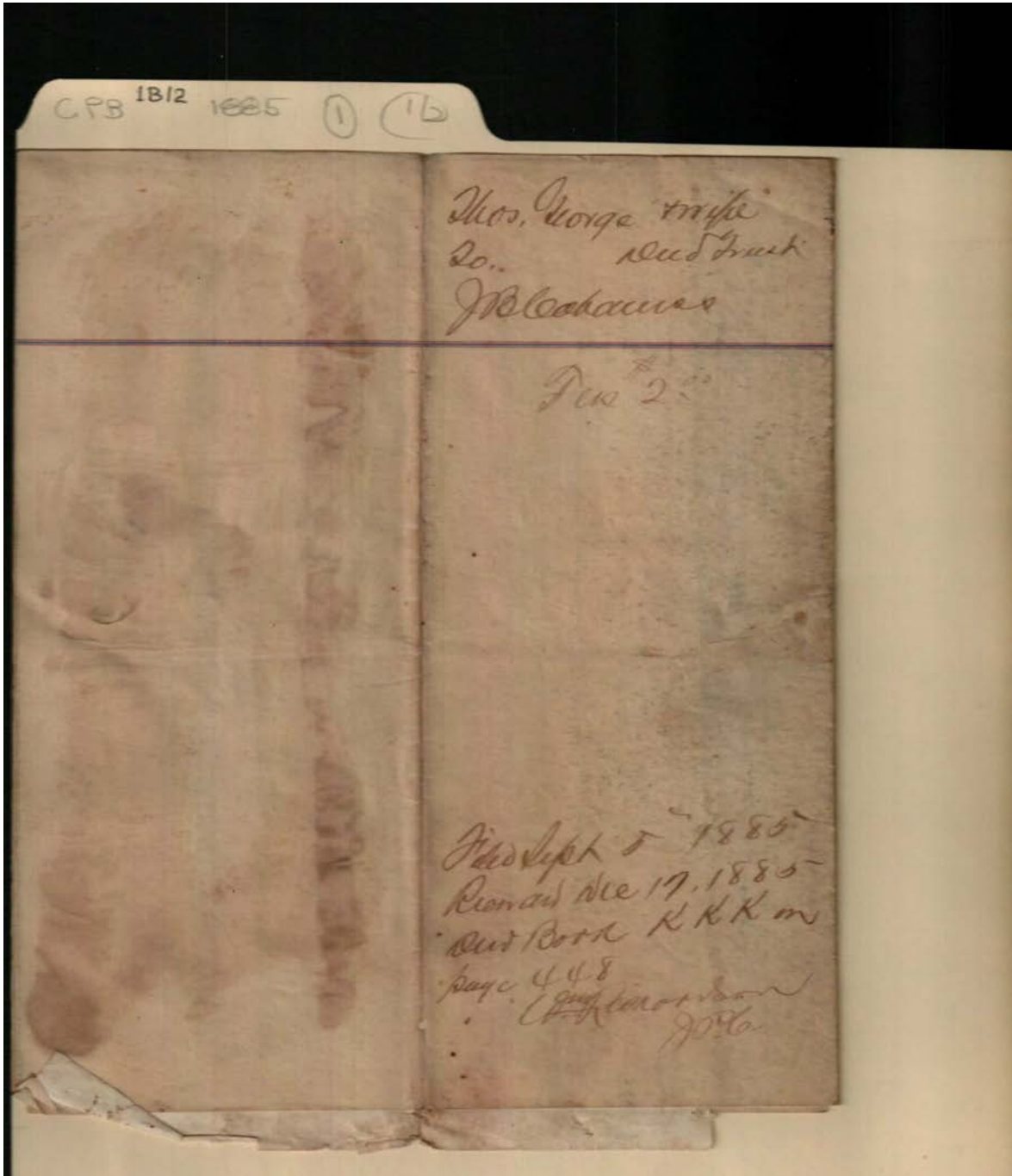
Rayburn, S. K.
Ward, F. P.

Places:

Huntsville, AL

Types:

legal correspondence



Names:

Cabaniss, J. B.

George, Thomas

Places:

Madison Co., AL

Types:

deed

Dates:

Dec 17, 1885

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 12, Folder 1
Legal and court documents, 1885 (1 of 2)

Image 9 r01b12-01-000-0095 [Contents](#) [Index](#) [About](#)

CPB 1B/2 1885 (1) (16)

This Indenture, made this fourth day of June, A.D. 1885, between Etta Hammond, George, of the first part, Thomas George, of the second part, and James B. Cabaniss, of the third part, all of the County of Madison, in the State of Alabama, witnesseth that, whereas, by a marriage contract made between the parties hereto of the first and second parts, it hath been agreed that all the property of the party of the first part shall be secured to her, free from all control and liability for the said party of the second part:

And, for the purpose of executing such contract and in consideration of the sum of one dollar to the said parties of the first and second parts, paid by the said party of the third part, they do give, grant, bargain and sell unto him, his successors and assigns forever,

All that certain farm or tract of land in the County aforesaid, which was formerly of John S. Fariss, on which the parties of the first and second parts now reside.

Also, all that certain parcel of land in the County aforesaid, which was devised by Morris K. Taylor, deceased, to his daughter, Thurlow Per.

4

Names:

Cabaniss, James B.
Fariss, John S.

George, Etta
Hammond

George, Thomas
Roper, Mrs.

Taylor, Morris K.

Places:

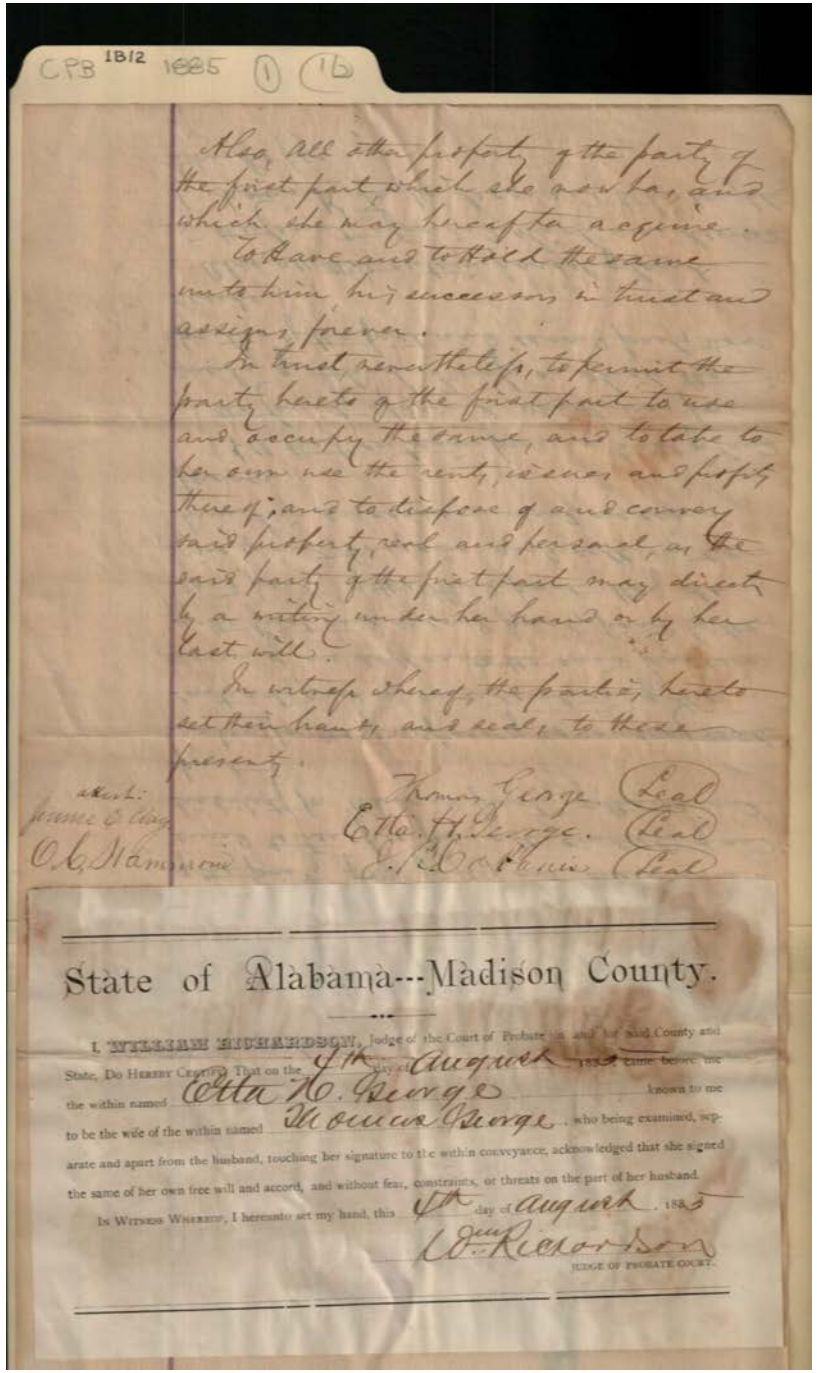
Madison Co., AL

Types:

deed

Dates:

June 4, 1885



Names:

Cabaniss, J. B.
Clay, James C.

George, Etta H.
George, Thomas

Hammond, O. C.

Places:

Madison Co., AL

Types:

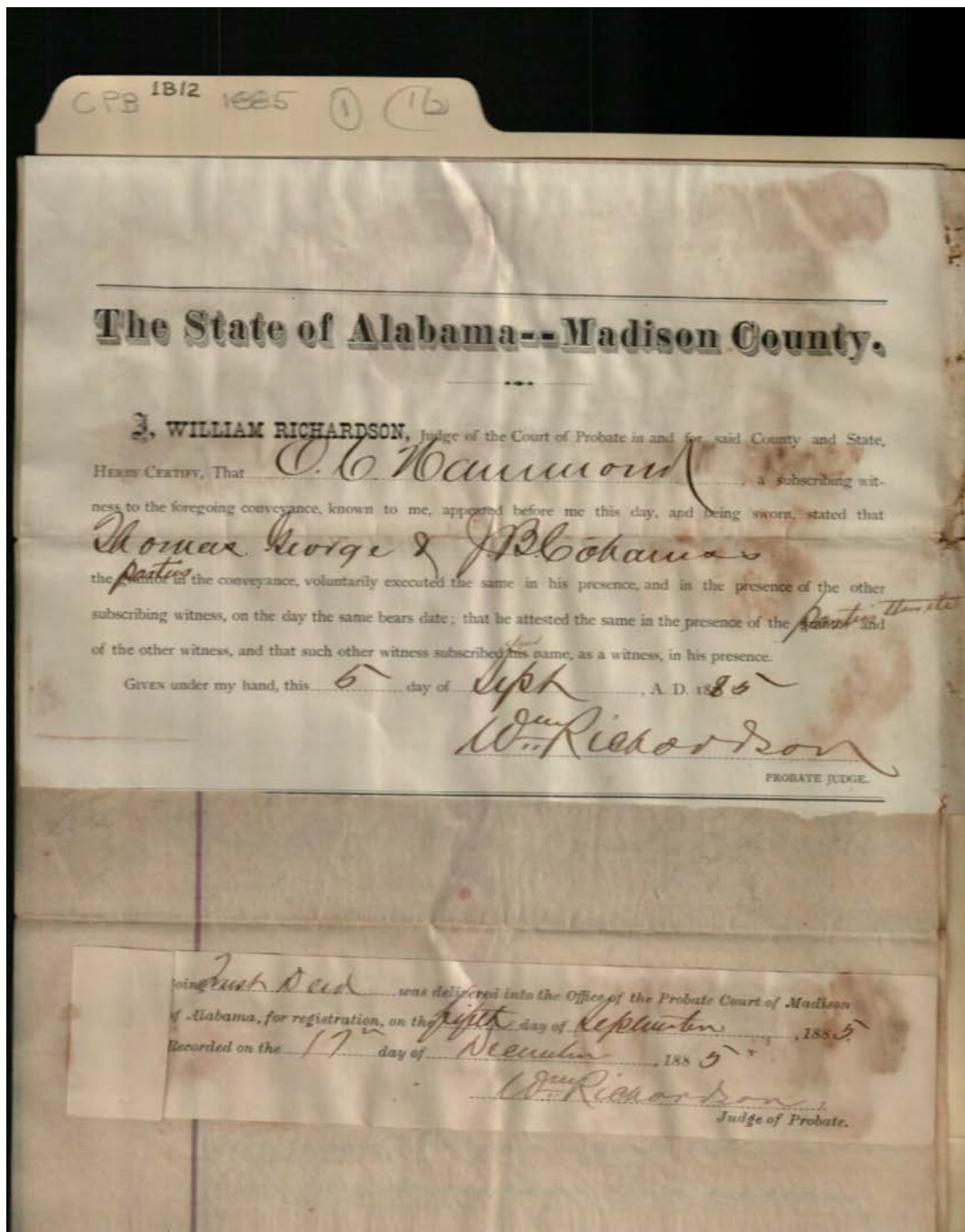
court record

deed

Dates:

Aug 4, 1885

June 4, 1885



Names:

Cabaniss, J. B.

George, Thomas

Hammond, O. C.

Places:

Madison Co., AL

Types:

court record

Dates:

Sept 5, 1885

CPB 1B12 1885 ① 16

1

On Nov. 29 1870. Caroline widow of J. A. Ashford filed this bill claiming a statutory separate estate in 1260 acres of land lying on both sides of the M+C RR in — County Alabama. She alleges that 705 acres South of the RR. was conveyed to Proust in 1857 by husband & self for a consideration paid to her husband. & this tract or a portion thereof was in 1866. Conveyed by Proust to his wife Josephine — She further alleges that the remainder or 655 acres North of the RR. was afterwards in the year 1868. Sold by her husband to Proust. for \$6000 evidenced by bonds due in March 1862. the part of which has been paid. & that the land now shown in the hand of Proust under her husband's administration was claimed the amount due thereon as the property of his intestate — Proust in his answer says this latter tract was conveyed to him in 1857 shortly after the first purchase by joint deed of Ashford & his wife. — She further states that this tract (and in the answer sustains her in his answer) ^{on Nov. 14. 1870.} ~~was sold under a bill~~ by the adm^r to enforce the vendition. (The adm^r says in his answer under a decree rendered in 1868) to Patton for \$825 & that Patton had paid the money into the hands of the register. Par 14 of the bill alleges that the defendants Jones & the Baker have conspired with Proust & wife in this Court over the right & title to said lands. but by what right or upon what claim She is not advised. She prays 1st for a reformation of the deed from Jones to her husband conveying him the 1260. acres so as to vest the title in her. for the reasons stated in the bill & such necessary to be here intimated. (2) for an injunction to prevent the register from paying the Patton purchase money to the adm^r. (3) for writ of prohibition requiring Proust & wife to

Names:

Ashford, Caroline
Ashford, T. A.

Baker,
Jones,

Patton,
Pruit,

Pruit, Josephine
Towns,

Places:

Lawrence Co., AL

Types:

legal brief

CPB 1B12 1885 (1) 1B

2 Surrender possession of the land south of Patten tract North of the T.R. & for an act of rents against the parties just mentioned to whom she refers as the "Present Claimants". - Or if she be satisfied as to her remedy as to the Patten tract she prays that the bond in the hands of the adm^r & the money in their hands be turned over to her.

Patten disclaims all knowledge of the allegations in par 14 while Jones & the Baker heirs enter a similar disclaimer with respect to the proceedings under the Jurisdiction bill - While the pleadings do not show who was the party to the latter bill it may safely be assumed that Mrs Ashford was not ^{a party} Jones & the Baker heirs were not. It is probable that the litigation was between the adm^r & Pruitt alone, the latter of whom says in his answer that the register executed a deed to Patten of the land north of the T.R. of all the right grant of the parties to the suit & placed the Purchaser in possession &

Jones & the Baker heirs admit in their answer that they entered & have possession of the 65th acre tract on June 20 1872 claiming it in fee & that they have been in possession ever since. They say that Pruitt had never been in possession thereof & had refused to pay the taxes & purchase money thereon because of a failure of title - They admit pending litigation in the Court against Pruitt & Ashford being their title to said land but do not state who besides Pruitt was party to the suit nor to what tract the suit related. Assuming as is most probably the case, that the suit mentioned in the 70th a tract and was brought against Pruitt & Coys alone - it is only necessary to say that their answer does set up a claim to the entire 1350 a. cov. & that it would seem that they derive their title to the land south of the T.R. from a different source.

Names:

Ashford, Mrs.

Baker,

Jones,

Patton,

Pruitt,

Turrentine,

Places:

Lawrence Co., AL

Types:

legal brief

CPB 1B12 1885 (1) (16)

the 705^a tract act, was brought against Peach & wife a com-
 it is only necessary to say that their answer does set up a claim
 to the entire 1360 a.cres. & that it would seem that they derive
 their title to the land south of the T^r from a different source.

3 from that upon which the 655^a a. is based. The claim to the
 former being derived through Martha Washington ^{as one of the heirs} which in
 this tract C. four seems to cut some figure, ^{where the title to the}
 latter seems to be asserted by the Bakers alone though their
 more than the rest of said four.

The bill was amended in over five unimportant particulars
 & the cause proceeded to decree on March 12 1877, which decree
 recites the purchase by T. A. Ashford of the 1360 a.cres. with
 the separate estate of Compt. the title being taken in his name,
 the fact the Patent purchased, the same with a full know-
 ledge & an equity. The purchase of Patton under the
 bill of the adm^r and order the Register to pay Mrs A. the
 proceeds thereof, directs "all the right title & interest in
 "Land as well as in equity which was in the Compt
 here in at the terms of said sale out of her & unto the
 same in Patton -

The decree then directs the title to the land south of the T^r
 out of the defendants & vested it in Compt. & awards writs
 of fieri facias against them in his favor - Peach was
 charged with $\frac{2}{3}$ and the adm^r with $\frac{1}{3}$ of the costs -

Peach asks for a rehearing but it seems his petition was
 practically abandoned. The Compt. appealed & 2 an writ
 the decree was affirmed in the supreme court -

In Feb/79 Patton applied for a review upon the
 assumption that he had gotten a decree for the 655^a acres -
 Bakers. Remits were served with return of the application
 & finding that Patton would succeed in having a review
 appointed. The Bakers filed a bill of review for alleged
 errors apparent upon the face of the decree & obtained

Names:

Ashford, T. A.

Baker,

Jones,

Patton,

Pruit,

Washington, Martha

Places:

Lawrence Co., AL

Types:

legal brief

CPB 1B12 1885 (1) (16)

4 an injunction against Patton from prosecuting his application for a receiver, or suing out any writ of assistance in said State. - This injunction was served on Patton Dec 4 1879. - This bill was dismissed, tho' it seems the injunction was not dissolved in so many words. The dismissal of the bill would operate as a dissolution of the injunction however, under the order of the Court granting the deffts leave to amend, would have the effect to continue it - no amendment has in fact been made & it may be that the lapse of time has operated as a discontinuance of the Baker bill -

Even if the injunction be held to be in force it is probable that its only effect would be to restrain Patton from suing out a writ of assistance ^{from} for prosecuting his application for a receiver under the bill of Caroline Ashford. It would hardly deter him from suing the Baker heirs in an action of agreement to recover the land -

But no opinion is expressed on these points nor as to whether the dismissal of the bill is to be considered as an adjudication of the matters raised by the bill. As to void the bill by the land in controversy in Patton as against the Baker heirs - Tho' as to the two minor Bakers, I should think that the whole proceeding under the original bill of Mrs Ashford is void inasmuch as the guardian and heirs were not appointed for them -

Names:

Ashford, Caroline

Baker,

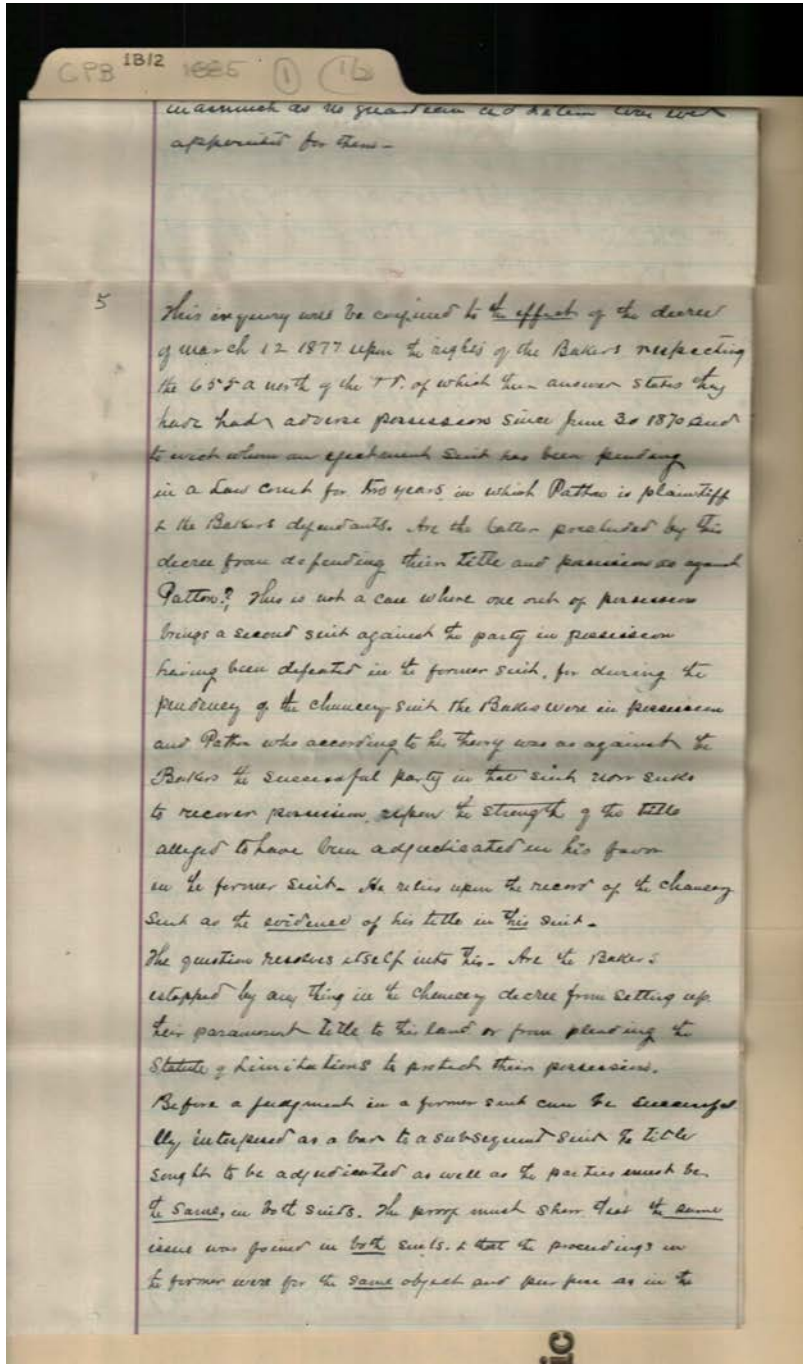
Patton,

Places:

Lawrence Co., AL

Types:

legal brief



Names:

Baker,

Patton,

Places:

Lawrence Co., AL

Types:

legal brief

CPB 1B/2 1885. (1) (16)

6

Letter. Stamped by PL 8780. a. -

Our Contention is that the Title, of the Bakers to the land in controversy was not in issue in the Chancery Suit. (1) That the acts in the two suits were not the same. (2) That the subject matter (namely the title of the Bakers to this land) was not involved in the Chancery suit and (4) that the proceedings in the former suit were for a different object and purpose from the object & purpose of this Suit -

a discussion of any one of these branches of the subject necessarily embraces and involves a discussion of all so that no further attention need be paid to the logical arrangement indicated above -

was the contest in regard to Parcel between Mrs Ashford Pruitt or Patton and the Baker heirs as to the 655 acre tract or was it simply confined, to the three first named? -

we say, that it was between the three first named parties and not between them & the Bakers as to the tract. - This is the argument in support of this view -

Par 14. is the only part of the bill that makes any allusion to the Bakers. - no relief is asked against them of any kind or nature whatever -

That Paragraph simply states that Jones & the Bakers were litigating in this Court with Richard Pruitt and wife Josephine over the right & title to said lands but "by what right or upon what claim she is not fully informed" -

Names:

Baker,
Jones,

Patton,
Pruitt, Josephine

Pruitt, Richard

Places:

Lawrence Co., AL

Types:

legal brief

CPB 18/2 1885 ① 16

7

The following facts apparent in the record excludes the inference that this paragraph meant to charge that the litigation embraced the 1350 acres mentioned in part 6 of the bill and establishes the position that the paragraph had reference only to the 708 acre tract lying south & west to the 655 acres lying south of the railroad.

By force of the language used reference was had to the land about which Jones & the Bakers were litigating with Pruitt & wife. So far as Jones & the Bakers were concerned they were not called upon to answer the bill as to any other land except this. Jones & the Bakers were litigating with Pruitt & wife (and admit the fact) but the litigation did not embrace the land in controversy because they show in their answer, that they were & since June 30 1870 had been in adverse possession of the 655 acre tract that had been abandoned by Pruitt who had refused to pay the purchase money & taxes thereon, upon the ground that Ashford due to him by this tract had commenced suit thereon. It is also shown that at the time they took possession of the tract they demanded possession of the 708 acre tract from the tenant of Josephine & the inference is that the refusal of the tenant to comply with their demand occasioned the litigation with respect to the 708 acres.

These facts show that the litigation did not embrace the 655 acre tract because Pruitt did not dispute the title or possession of the Bakers as to that tract and because the latter being in adverse possession thereof.

Names:

Ashford,
Baker,

Jones,
Pruit,

Pruit, Josephine

Places:

Lawrence Co., AL

Types:

legal brief

CPB 1B12 1885 (1) (16)

8 rendered any action on their part to recover it unnecessary & absurd.

Moreover the answer shows that Chas Verlain Jones did not claim any interest in the 655 acre Tract & yet he alleges in his answer that he was a complt in the litigation with Prueh & wife.

The inference is that in admitting the pending litigation the 705 & not the 655-acre Tract was meant because Jones disclaim interest in the latter Tract & could not be supposed to litigate with respect to a Tract in which he states he had no interest, while at the same time he does set up his right & title to the 705-acre Tract & therefore might reasonably be supposed to have referred to that Tract in admitting the allegations of the bill.

The bill states that the 705-acre Tract had been conveyed by Ashford to Prueh & by Prueh to his wife Josephine, & that the litigation was between Jones & the Heirs and Prueh & Josephine. It does not allege any transfer of the 655-acre Tract by Prueh to Josephine but simply state in par 9 that it was conveyed by Ashford to Prueh.

It is therefore inferred that in stating the pending litigation in p. 14 Compl't must have had reference to the Tract which in par 8 she specifically alleges to have been conveyed to Josephine & not to the Tract which in par 9 she alleges to have been conveyed by Ashford to Prueh.

Names:

Ashford,

Baker,

Jones,

Prueh, Josephine

Places:

Lawrence Co., AL

Types:

legal brief

CPB 1812 1885 (1) 16

9. & which she fails to allege had been conveyed by him to Josephine -

again Patton states in his answer that he was ignorant of the matter alleged in par 14 of the Bill -

He had bought the 68 & more tract on Nov 24 1870 & before this bill was filed & had there been pending litigation with respect thereto it is absurd to say he would not have known the fact; & he would not have so sworn. But it would not be unreasonable in him to have been ignorant of the litigation touching the 708-acre tract because he had no interest in that tract.

This inference is fair & added to other evidences already stated clearly establishes the position that as between Mrs Ashford, Patton Pruitt & wife on the one hand and the Bakers on the other the pleadings did not contemplate a determination of the title of the land named to the tract in controversy.

It must be remembered too, that Patton did not stand in the attitude of action toward the Bakers or try to him, & if the allegations of the Bill are ^{not} strong enough to put the question of their title in issue as between Mrs Ashford & themselves, Patton as claiming under the deed of Dorris to Ashford, could stand in no better attitude than Mrs Ashford.

All of these parties except the Bakers claimed title to this tract derivatively through the deed of ~~some one~~ ~~in whose name~~ ~~it was~~ ~~conveyed~~

Names:

Ashford, Mrs.

Baker,

Patton,

Pruitt,

Pruitt, Josephine

Towns,

Places:

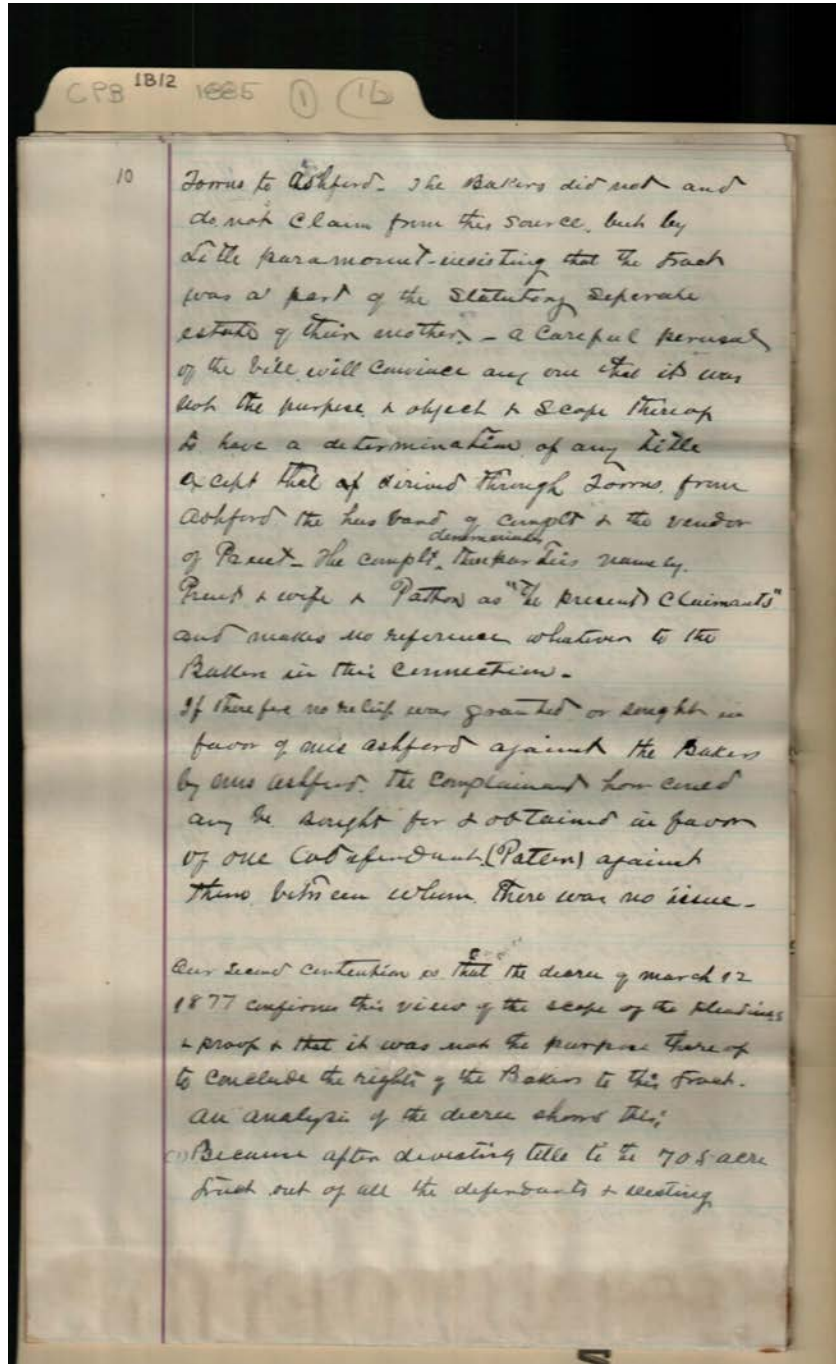
Lawrence Co., AL

Types:

legal brief

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Legal and court documents, 1885 (1 of 2)

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Names:

Ashford,
Ashford, Mrs.

Baker,
Patton,

Pruit,
Towns,

Places:

Lawrence Co., AL

Types:

legal brief

CPB 1B12 1885 (1) (16)

11

The same in Caroline Ashford's awards
 writ of possession against them, all, but
 Content's itself with devising all the right & title
 & interest which was in use ashford
 at the time of the Sale to Patton out of her
 & stating that title (whatever it was, &c.)
 in line 2^d Because, 2/3 of the Cuts are adjudged
 against Pruit and 1/3 against the
 Administrator, when had. It been the
 purpose of the pleadings to contest the
 right & title of the Bakers to the 655 acre tract
 of which they were in possession a part of
 this Cuts would have been awarded against
 them - And (3) because, no writ of possession
 was granted or secured against the Bakers
 who were in adverse possession of the
 655 acre tract -

If the Court know at the time of the rendition
 of the decree, from the pleadings & proof that
 the Bakers were in adverse possession of the
 tract, this fact taken in connection with
 the failure to award a writ of possession
 against them in favor of Patton, would
 conclusively show, that it was not the purpose
 of the decree, to conclude the right of the Bakers
 to the land in controversy -

Against the clear & unequivocal statement
 of Pruit & the Bakers, that they were in the adverse
 possession of the tract at the time their award

Names:

Ashford, Caroline

Baker,

Patton,

Pruit,

Places:

Lawrence Co., AL

Types:

legal brief

CPS 1812 1885 (1) (16)

12

was filed. we have only the statements of
the admn to the effect that ^{replied} he had
executed a deed therefor to Patton &
put him in possession.

The bill itself which praying for writ of
possession against Patton as to this
tract tends to allege that he was in
possession thereof.

Pruit in his answer states that "he
believes the land was at that time
held & claimed by the administrators
Patton does not state in his answer
that he was in possession which
is itself significant to show that he
was not.

This state of the pleadings in the
absence of proof was sufficient to
call the attention of the court to the
fact that the Bussers were at least
claiming in their answer to be
in adverse possession of the land, &
the decree would not have been compelled
without awarding the writ in favor
of Patton if it had been the intention
of the court to adjudicate the title
as between him & the Bussers.

Names:

Baker,

Patton,

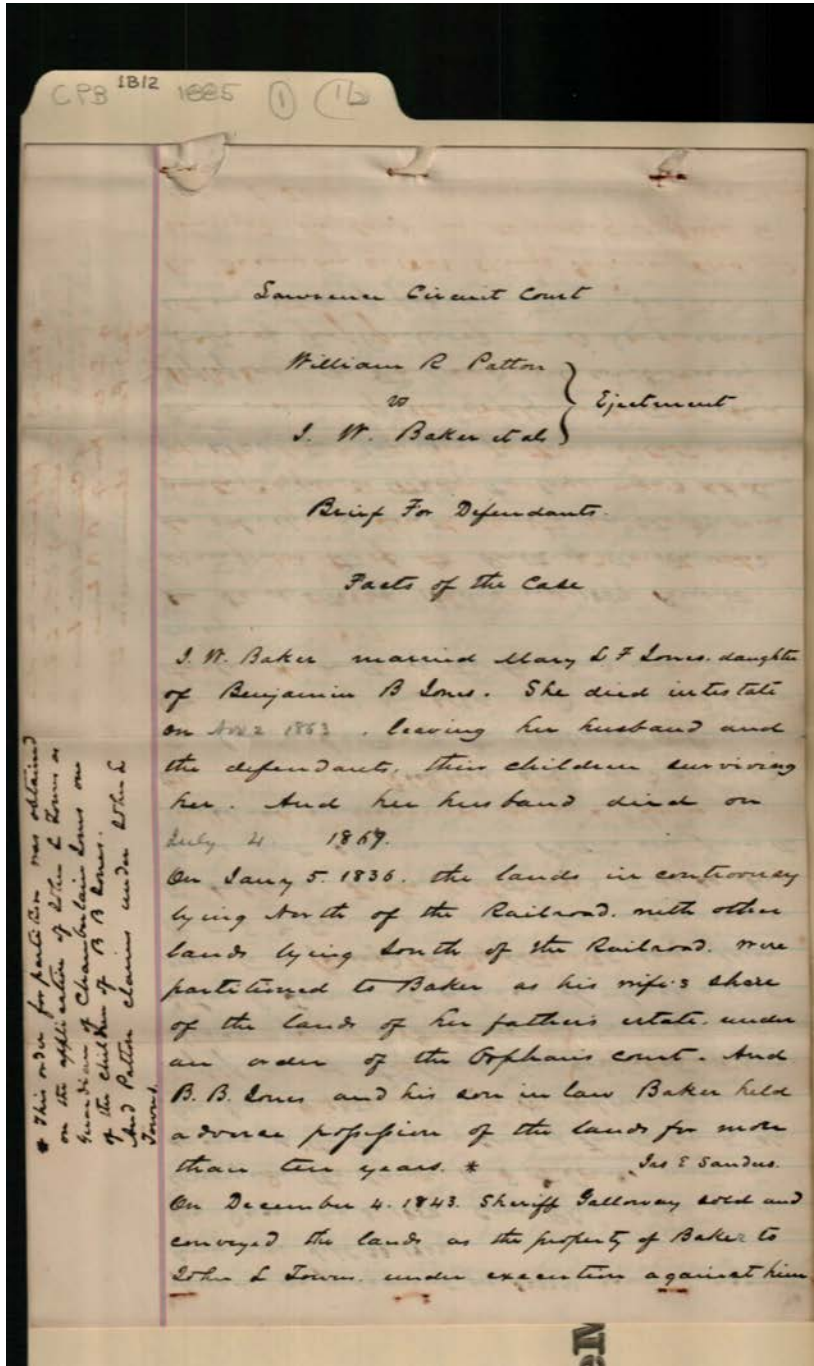
Pruit,

Places:

Lawrence Co., AL

Types:

legal brief



circuit court

Names:

Baker, J. W.
Jones, Benjamin B.

Jones, Chamberlain
Jones, Mary L. F.

Patton, William R.
Sanders, James E.

Towns, John L.

Places:

Lawrence Co., AL

Types:

legal brief

CPB 1B12 1885 ① 16

2

judgment for \$277.23 rendered against him on Sept 23, 1842.

On December 6, 1850 Comr Rhea sold and conveyed the land to E. D. Towns under a decree of the Chancery Court of Fayette County Ala.

On June 9, 1851, Thomas H. Ashford acquired possession of the land by contract of purchase from E. D. Towns as Executor of John L. Towns, at a price, of which a part was to be ^{paid} ~~paid~~ thereafter. It does not appear that E. D. Towns ever executed a conveyance to Ashford or was authorized to do so, and it is not shown that Patton ever paid the purchase money.

On 1856 Ashford sold and conveyed the land south of the Railroad to Prewitt, and

On 1858 he sold and conveyed to him the land north of the Railroad, now in Patton's money.

On the death of Baker in 1859, Prewitt abandoned the land north of the Railroad, for which he had never paid the purchase money, refused to pay the taxes, and let them be sold for taxes.

On September, 1869, the defendants took possession of the land in controversy north of the Railroad and have ever since held possession. They redeemed

Names:

Ashford, Thomas H.
Patton,

Prewitt,
Rhea, Comr.

Towns, E. D.
Towns, John L.

Places:

Lawrence Co., AL

Types:

legal brief

CPB 1B/2 1885 (1) (1b)

3

* The Purchase money was paid to the bank to secure a vendor's lien. Patton only assigned the title of Ashford and Form. And that was only of B Baker's up estate, which had been made in Baker's death in 1867

them from tax sale: and brought an action of ejectment against Prewitt for the land South of the Railroad.

On Nov 14 1870 Patton purchased the land North of the Railroad at a sale under decree of the Chancery Court enforcing a vendor's lien on the land for payment of the purchase money due from Prewitt to Ashford. *

On Nov 29 1870 Mrs Ashford filed her bill to establish a resulting trust in her favour on both tracts, against Patton Prewitt and the Baker children. And on March 12 1877 the court rendered a decree vesting Mrs Ashford with the title of all the defendants to the land South of the Railroad, and vesting Patton with her title to that North of the Railroad.

On October 1879 Patton applied for a receiver of the land North of the Railroad. And on Dec 4 1879 the Bakers filed a bill of review, to reverse the decree in the case of Ashford vs Patton Prewitt and Bakers, and enjoined Patton from obtaining a receiver or writ of possession assistance.

On Patton's demurrer to the bill of review was sustained. Nothing more has been done in the case. And it is still on the docket.

Names:

Ashford,
Ashford, Mrs.

Baker,
Patton,

Prewitt,

Places:

Lawrence Co., AL

Types:

legal brief

CPB 1B/2 1885 (1) (16)

4 On Patton brought an action of ejectment, which was dismissed on

On Patton applied for a writ of assistance, which was refused.

On Patton's interest in the land was purchased by Mrs. Mastin at Sheriff's sale under execution against him.

And on Mrs. Mastin sold and reconveyed the land to him.

Description of land

1.2.3.4.	Part of	SE 1/4	S 24. T 4. R 9 W. 8 of Range	140.00
1.2.3.4.		1/2 of SW 1/4	19 " 8	80.
1.2.3.4.5.		N 1/2	" " " "	80.
1.2.3.5.		NE 1/4	" " " "	160.
1.2.5.		NE 1/4	" " " "	160.
1.2.3.5.		SE 1/4	" 18 " "	160.
1.2.3.5.		1/2 of SW 1/4	" " " "	80.
1.2.3.		SE 1/4	" 30 " "	160.
1.2.3.		1/2 of NE 1/4	" 31 " "	80.
1.3.		SW 1/4	" 24 " 9	160.
1.3.	Part of	NE 1/4	" " " " S of R 2	20.
1.3.		NE 1/4	" 23 " " "	80.

1. lands embraced in partition
2. " " " " Shiff sent to John L. Towns.
3. " " " " Come " " E D Towns
4. " " " " " " Washington
5. " in controversy in this suit.

Names:

Mastin, Mrs.

Patton,

Towns, E. D.

Towns, John L.

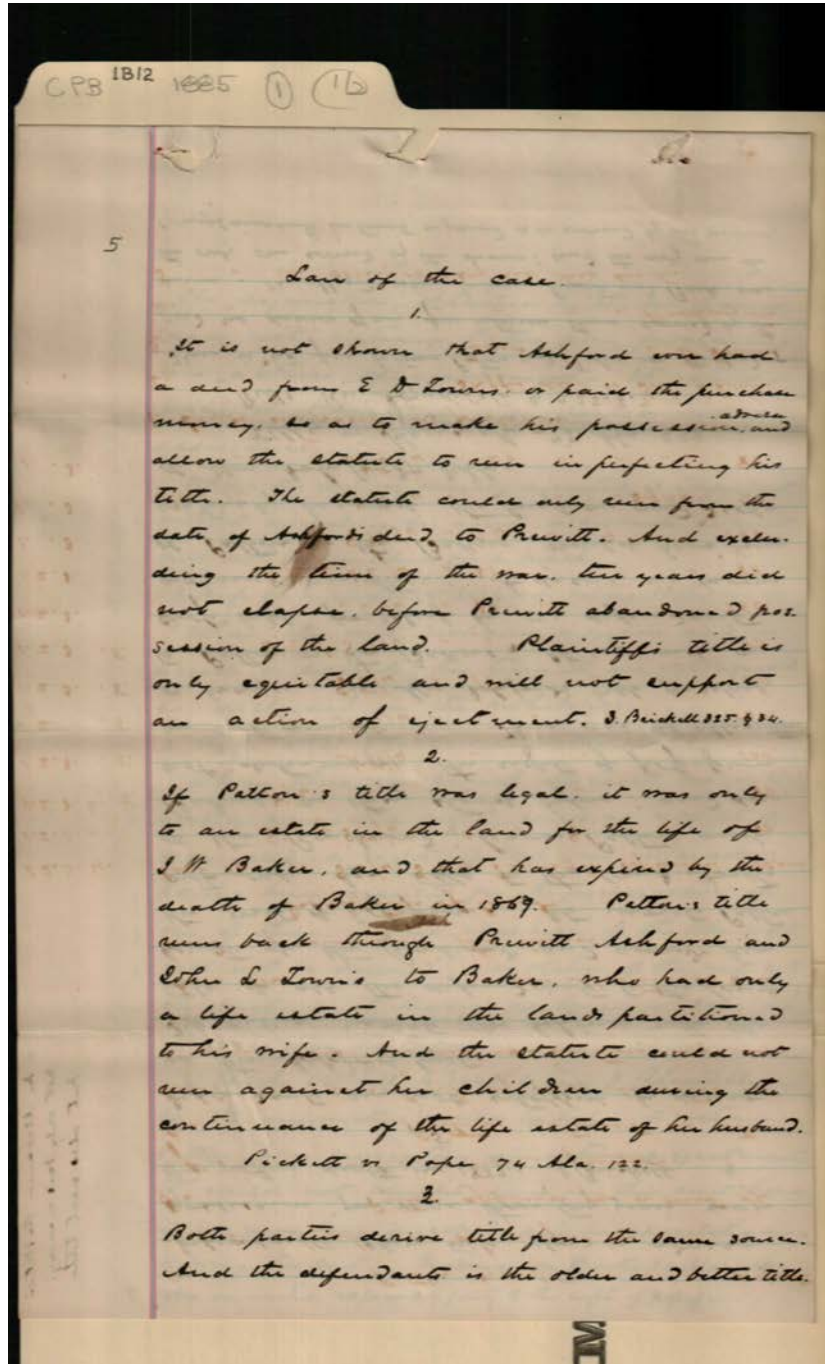
Washington,

Places:

Lawrence Co., AL

Types:

legal brief



Names:

Ashford,
Baker, J. W.

Patton,
Prewitt,

Towns, E. D.
Towns, John L.

Places:

Lawrence Co., AL

Types:

legal brief

CPB 1B/2 1885 (1) 1b

6

4.

Defendants show title also by adverse possession for more than ten years since their father's death in 1857. 1 Biskell §

5

Defendants are not estopped by decree in the Ashford suit.

The decree inverts the Ashford with the title of all the defendants to the land south of the Railroad, and awards her the writ of possession. It inverts Patton with only her title to the land north of the Railroad; leaves Patton and Baker as they stood before; and does not determine the right of possession as between them. There was no allegation or prayer in Mrs Ashford's bill for relief to Patton or the Bakers. It requires a cross bill for relief by one defendant against another. A decree in favour of Patton vs the Bakers would have been entirely beyond the purpose and scope of Mrs Ashford's bill.

Kelly vs Hancock 75 Ala. 229.
Wells' Rev. Adjudicata § 225-6-7.

There is no issue between Patton and Baker in the pleading; and no division of any issue between them covered by the decree. The alleged issue between Prewitt and Baker was the only one covered by the decree; and the only one the complainant's interest required to be covered by the decree.

Names:

Ashford, Mrs.

Baker,

Patton,

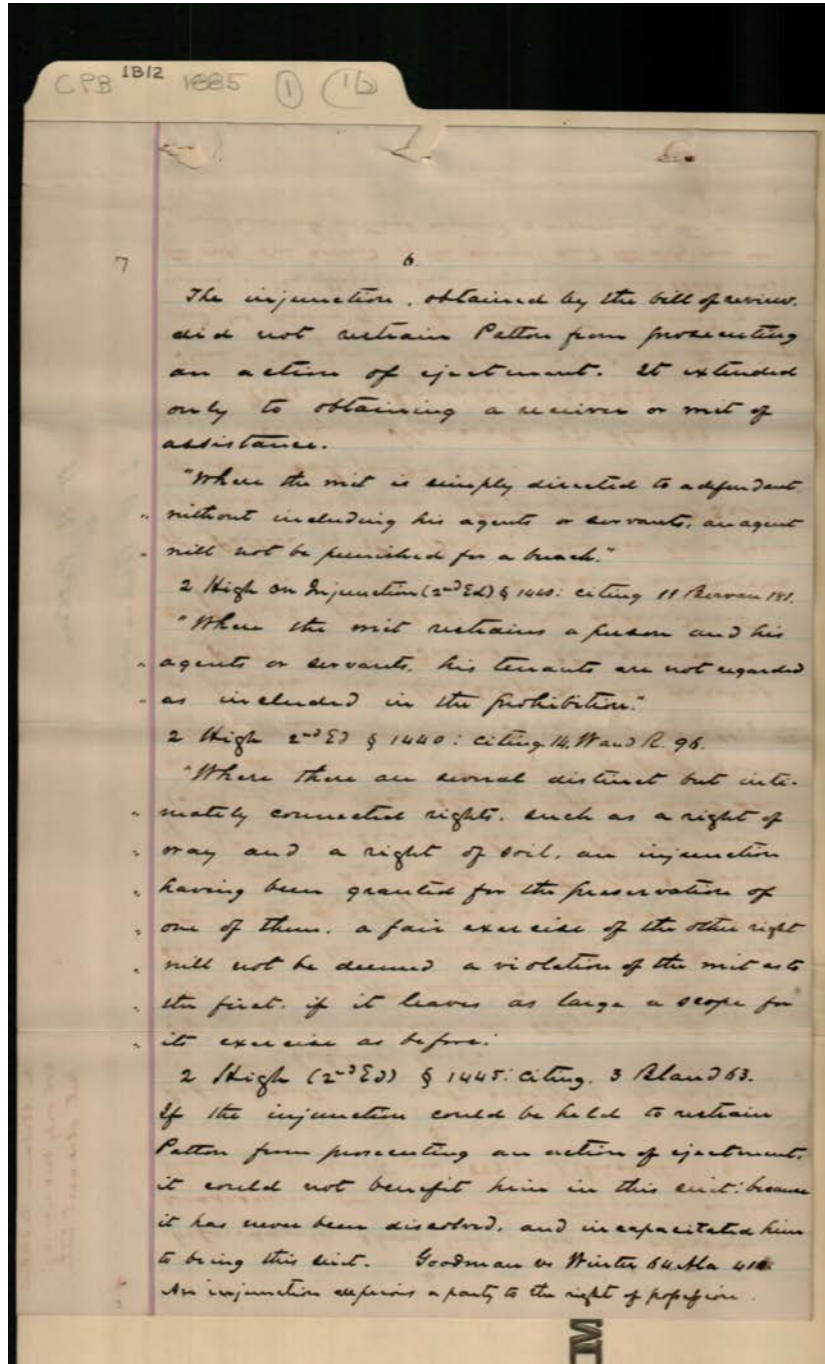
Prewitt,

Places:

Lawrence Co., AL

Types:

legal brief



Names:

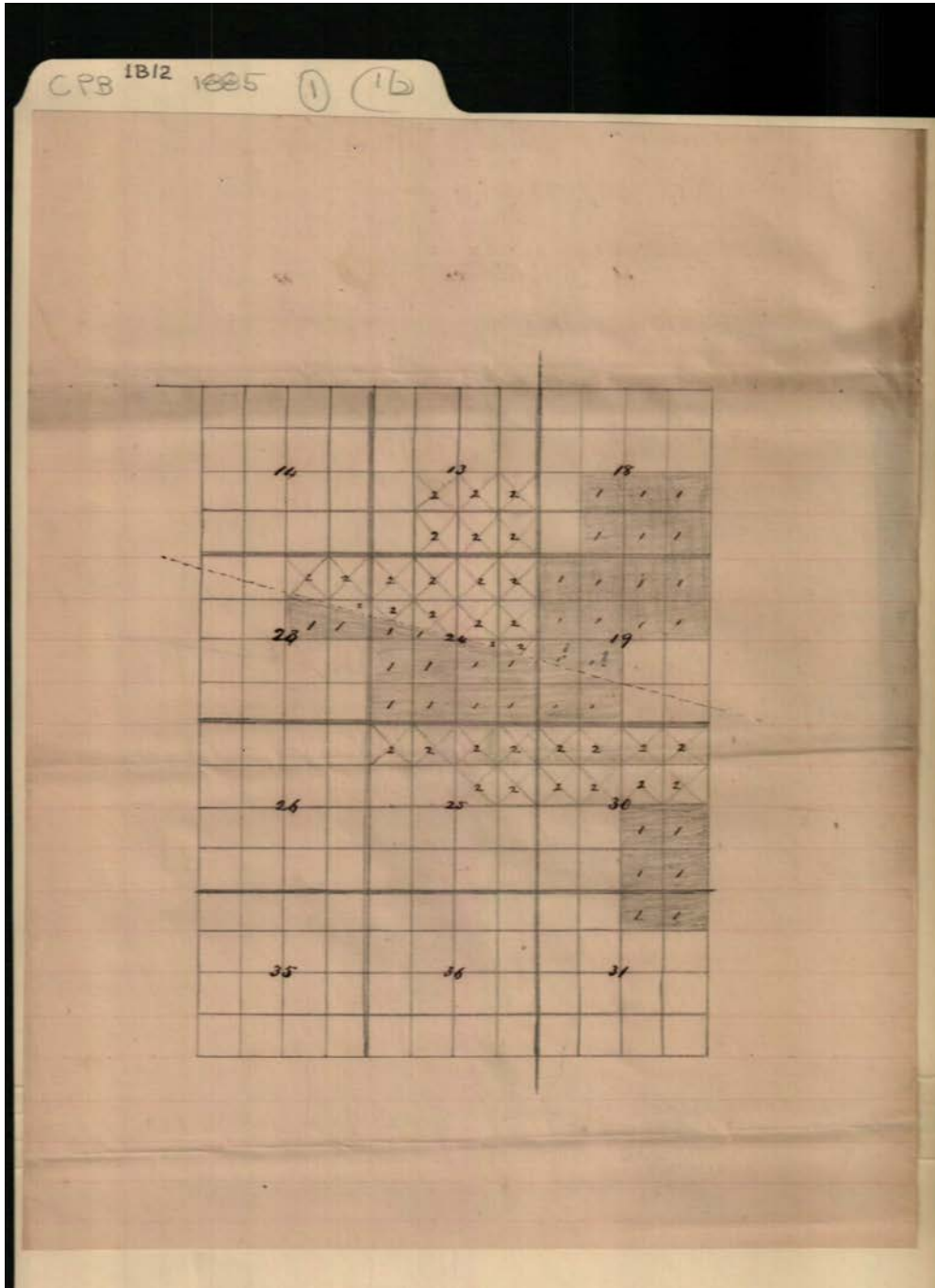
Patton,

Places:

Lawrence Co., AL

Types:

legal brief



Places:

Lawrence Co., AL

Types:

plat

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

Legal and court documents, 1885 (1 of 2)

Image 32 r01b12-01-000-0119 [Contents](#) [Index](#) [About](#)

CPB 1B/2 1885 (1) (1b)

SE ¹ / ₄ S. 24. T4. R9 W. 8 of R ¹ / ₂	140.
S ¹ / ₂ W ¹ / ₄ S. 24. T4. R9 W	160.
Part of NE ¹ / ₄ S. 24. T4. R9 W 8 of R ¹ / ₂	20
Part of NE ¹ / ₄ S. 23. T4. R9 W. 8 of R ¹ / ₂	80
S ¹ / ₂ of SW ¹ / ₄ S ¹⁷ / ₁₉ T4. R8 W	80
N ¹ / ₂ of SW ¹ / ₄ S. 19. T4. R8 W	80
NE ¹ / ₄ S. 19. T4. R8 W	Donalson 160
1/2 NE ¹ / ₄ S. 19. T4. R8 W	John Donalson 160 2/11/18 - 2/11/24
SE ¹ / ₄ S. 18. T4. R8 W	John Donalson 160 6/17/14, 1888, 11/17, May 1/24
E ¹ / ₂ of SW ¹ / ₄ S. 18. T4. R8 W	Donalson 80
SE ¹ / ₄ S. 30. T4. R8 W	160
N ¹ / ₂ of NE ¹ / ₄ S. 31. T4. R8 W	80
	1360.

Names:

Bright, John

Donalson, John

Places:

Lawrence Co., AL

Types:

property description

CPB 18/2 1885 (1) (16)

Somerville also Nov 25th - 1885

H. W. Grantland

Dear Sir

I would like very much to let you have 2
 mules, 1 is 7 years old the other 6 years old for \$200
 each and the balance in corn to satisfy the
 entire amount of interest I am due you up to date
 the mules are of good size about 16 hands high in
 good work order - the corn at 50¢ per bush you can
 have an agent to see to the corn being measured
 and cribbed here on the place so you can get it
 at any time you wish, I will see that it is taken
 good care of and used by no one unless they have
 orders to get it from you - I would like to
 know what is the way best you will do in our
 land trade as you know that it is not my fault
 that it was not closed up last spring according
 to promise which Judge Gray & Judge Hall agreed
 to give notes in four installments 1, 2, 3, 4 payments
 with interest hope you will be as reasonable with
 me as you possibly can as I know I have been
 doing all in my power to give you satisfaction - If
 you are willing to make me by myself by giving
 notes with your payments with interest I am fully
 satisfied that I will be able to meet the payments
 for 1, 2, 3, & 4 installments as I am better fixed up
 than I have been for 5 years plenty of corn and
 meat to do me - If you are not willing to make
 me by myself let me know what you are willing
 to do and your best terms with good securities
 you know that I have been very unfortunate for the
 last 5 or 6 years and unable to do any work than I
 have done, you certainly know of Harris Long had
 not put off coming over until about our land,

Names:

Grantland, H. W.

Places:

Somerville, Morgan
 Co., AL

Types:

correspondence

Dates:

Nov 25, 1880

CPB 1B/2 1885 (1) (16)

I had thought all the settled as Ford had
 had given him out as he promised to come over
 in April and give seed & take notes with your
 installment, as Harris says is to blame for you
 not getting your money & am in hopes you will be
 so kind as to give me a living chance as you
 certainly will not be hard with me under the
 circumstances & have been under for the last 5 or 6
 years, I talked with F. P. Ward the other day
 about our matter and he told me to write to
 you about it as he could not give me any
 definite answer - but was willing to do any
 thing that would give you satisfaction in full
 the Ward wants to take you my debt must stand
 the Ward I want you to take this mule & land get
 stock & gain & I want to have this spring
 & had paid for them & can pay for the land
 if I can get time & got land I must have done
 nothing because I would not signed myself
 as trustee for this year if I pay up the interest
 & taxes of all the same if he is ready for
 me to have the land & am not going to sign
 nothing but I will settle up if you will
 give me a showing to work out - I can't do
 anything all the time I am to do this
 matter & can get up now I think but I wish
 is pushing over the gathering of crop until I
 can't do anything in the matter present -
 if Harris says had if come over as he said
 & had made should be him all right I don't
 think is both ways but I don't know I don't
 see very since the time if you want mules
 they come winter in my pasture see
 yours
 J. M. Fields

Names:

Day,
 Fields, J. M.

Ford,
 Toney, Harris

Ward, F. P.

Places:

Somerville, Morgan
 Co., AL

Types:

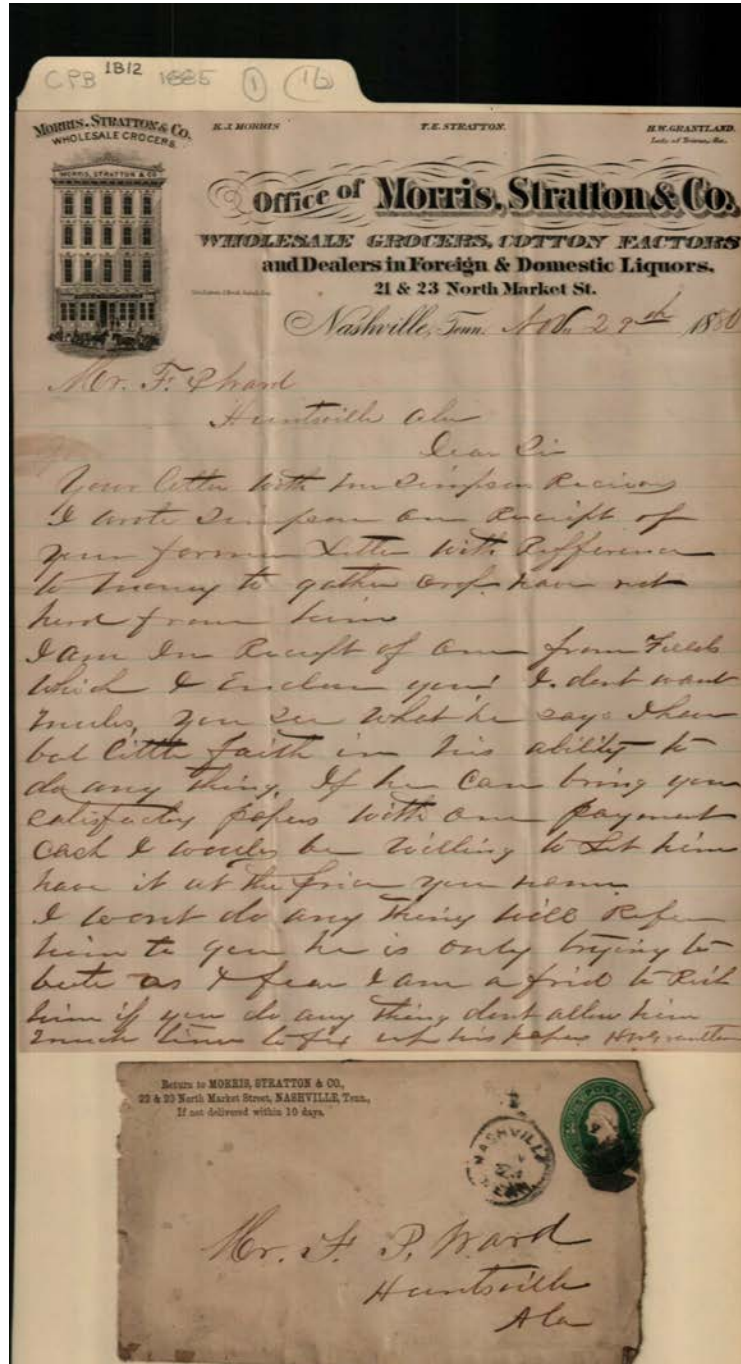
correspondence

Dates:

Nov 25, 1880

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 12, Folder 1
Legal and court documents, 1885 (1 of 2)

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Names:

Fields,
Grantland, H. W.

Morris, Stratton &
Co.

Simpson,
Ward, F. P.

Places:

Huntsville, AL

Nashville, TN

Types:

correspondence

envelope

Dates:

Nov 1880

Nov 29, 1880

CPS 1B/2 1885 (1) (16)

In the Chancery Court of 1st District
Eastern Chancery Division of the State
of Alabama
vs H. B. Lansden et al Complainants
No 1531 vs
Hugh P. Bone Defendant

The said defendant makes the fol
lowing objections to cross Interrogatories
of Complainants, hereinafter designated,
to Joseph J. Combs filed together
came on 25 May 1885
viz

- 1 To the 1st Clause of Cross Int 1.
Because it calls for a conclusion of
law instead of fact, one does not suf
ficiently indicate to the witness whether
he is called upon to depose as to whether
the place was, in and during the latter
part of Dec 1882 in the actual occupancy
of any house the defendant or a tenant
of his or the possession and control
of it was during that time was renounced
by said defendant
- 2 To Cross Int 2.
Because it assumes that said A. D. Sons
did not obtain actual possession of
said place

Names:

Bone, Hugh P.

Combs, Joseph J.

Lansden, A. D.

Lansden, H. B.

Places:

Alabama

Types:

chancery court

Dates:

May 25, 1885

CPB 1B/2 1885 (1) 16

3 To that part of Cross Int 3. ^{supposed to}
~~with the words~~ "and that he assumed domin-
 ion and control of said place about
 West Term,"
 Because it does not sufficiently evi-
 cate whether ~~the witness~~ ^{the witness} is agreed
 to depose as to whether said Landen
 has obtained the actual dominion and
 control of the place, or merely claimed
 that he has it

4th To the second clause of X Int 5, because
 it is leading & ~~inadvisable~~ ^{inadvisable} not relevant
 to matter of said examination

5 To Int 6.
 Because it is ~~inadvisable~~ ^{inadvisable} in form, it looks a Compliment
 thereby seek to obtain a repetition of
 of any affirmative answer that?

4 To the second clause of X Int 5, ~~and~~
~~to X Int 6, because~~ ~~inadvisable~~
 and Int 6, because said 2nd clause
 has in regard to ~~negu~~ ^{negu} ~~qualis~~ ^{qualis} is improper,
 is leading, and it is an improper
 practice and it would be ~~an~~ ^{an} ~~objection~~
 if that objection be ~~made~~ ^{made}, because
 value can be ~~made~~ ^{made} would be
~~overruled~~ ^{overruled}. And if that be a valid
 objection ~~Compliment~~ ^{Compliment} ~~to~~ ^{to} ~~Int 5~~
 be allowed to ~~make~~ ^{make} it would ~~not~~
 to ~~Int 6~~ ^{Int 6} ~~would~~ ^{would} ~~entirely~~
 X Int 6 would ~~entirely~~ ^{entirely} ~~be~~
~~precluded~~ ^{precluded} in effect ~~preclude~~ ^{preclude} the
~~object~~ ^{object} of the ~~rule~~ ^{rule} probably legal questions

Names:

Lansden,

Places:

Alabama

Types:

chancery court

Dates:

May 25, 1885

CPB 1B12 1885 (1) (1b)
5
has been in any manner affected by the
release or ~~for~~ ^{voluntary} ~~release~~ ^{release} executed by
Virgil Wilson & wife to Arthur Carr
in February 1882. The said Arthur being
cognizant of the transfer to ~~him~~ ^{himself}
in January 1882 -
No consideration was paid by Arthur
Carr for the release, and it may be
possible that he was moved to get the
release upon the erroneous supposition
that it would strengthen his Sister Rosa's
title ^{under} to the ~~transfer~~ ^{transfer} of the legacy to her -
I a letter to S. Stebbins of date
Decr 11. 1885. In ~~letter to her~~ ^{letter to her} ~~that he~~ ^{that he} ~~has~~ ^{has}
said. - I will also state that my indebtedness
to Mr J. F. Wilson

Names:

, Rosa
Cabaniss, S. D.

Carr, Arthur
Wilson, J. F.

Wilson, Virgil

Types:

legal correspondence

"Non-Residents are Required to Give Security for Cost."

W. R. FRANCIS,
Attorney at Law,

Athens, Ala., Nov-30 1885-

Prof Cabanis Ward
Huntsville Ala

Dear Sir

I send you by today's mail
the record in case of Warton vs
Matthews. I have not assigned even
I thought best to send you the record
to examine before it went to Court
you -

Should examine it - assign case
and forward it to the Clerk of the
Superior Court.

I believe the ~~case~~ only case any
can assign will that part of the
Chancellor's decree sustaining the
assignment of A. C. Legg to the
bill.

Yours Truly
W. R. Francis

I inclose stamps to forward to Court
you

Names:

Cabaniss & Ward
Francis, W. R.

Legg, A. C.
Matthews,

Warton,

Places:

Athens, AL

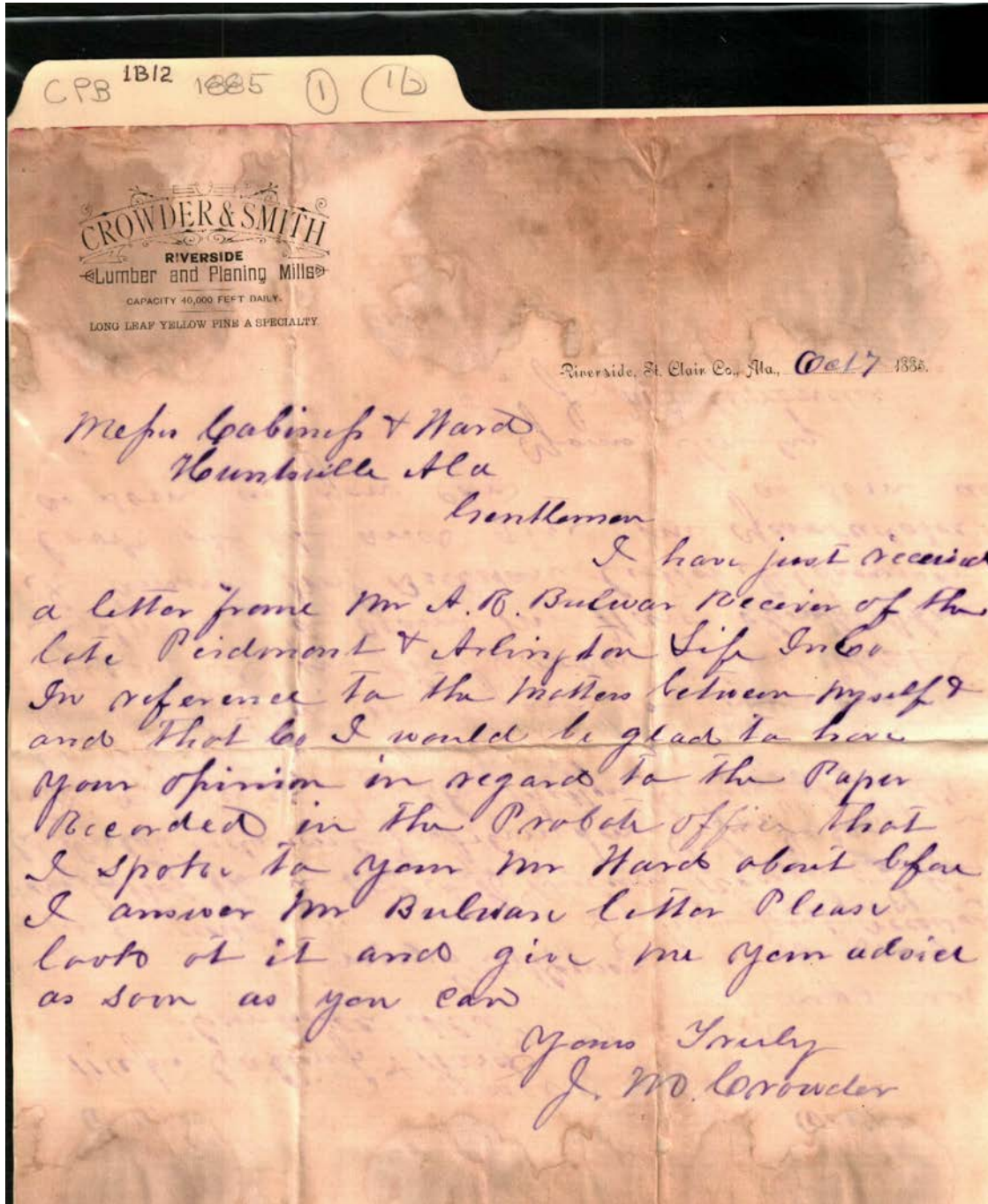
Huntsville, AL

Types:

legal correspondence

Dates:

Nov 30, 1885



Names:

Bulwar, A. R.
Cabaniss & Ward

Crowder & Smith
Crowder, J. M.

Piedmont &
Arlington Life

Insurance Co.
Ward,

Places:

Huntsville, AL

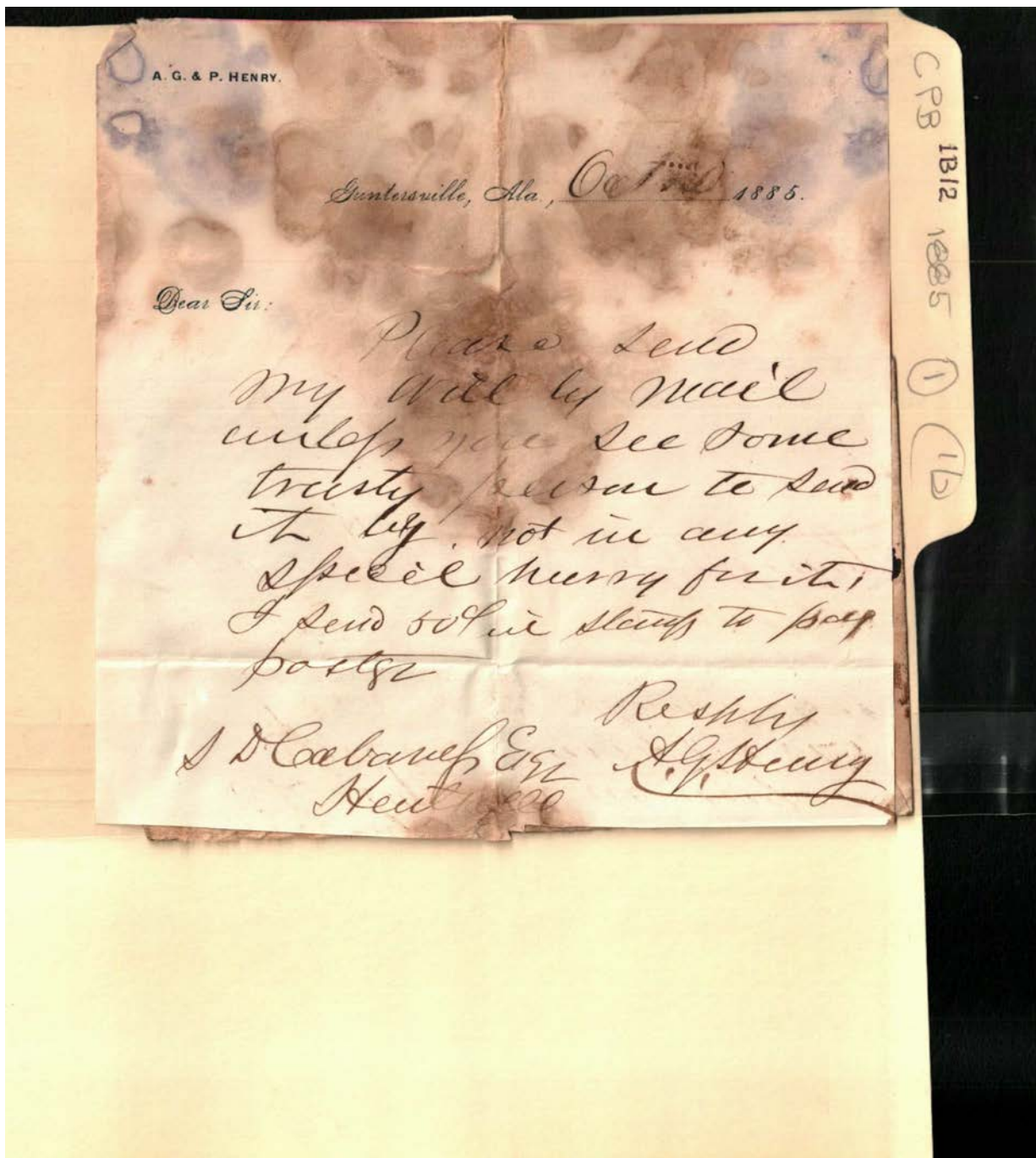
Riverside, St. Clair
Co., AL

Types:

correspondence

Dates:

Oct 7, 1885



Names:

Cabaniss, S. D.

Henry, A. G.

Places:

Guntersville, AL

Huntsville, AL

Types:

correspondence

Dates:

Oct 20, 1885



Names:

Cabaniss, S. D.

Henry, A. G.

Henry, A. G. & P.

Places:

Guntersville, AL

Huntsville, AL

Types:

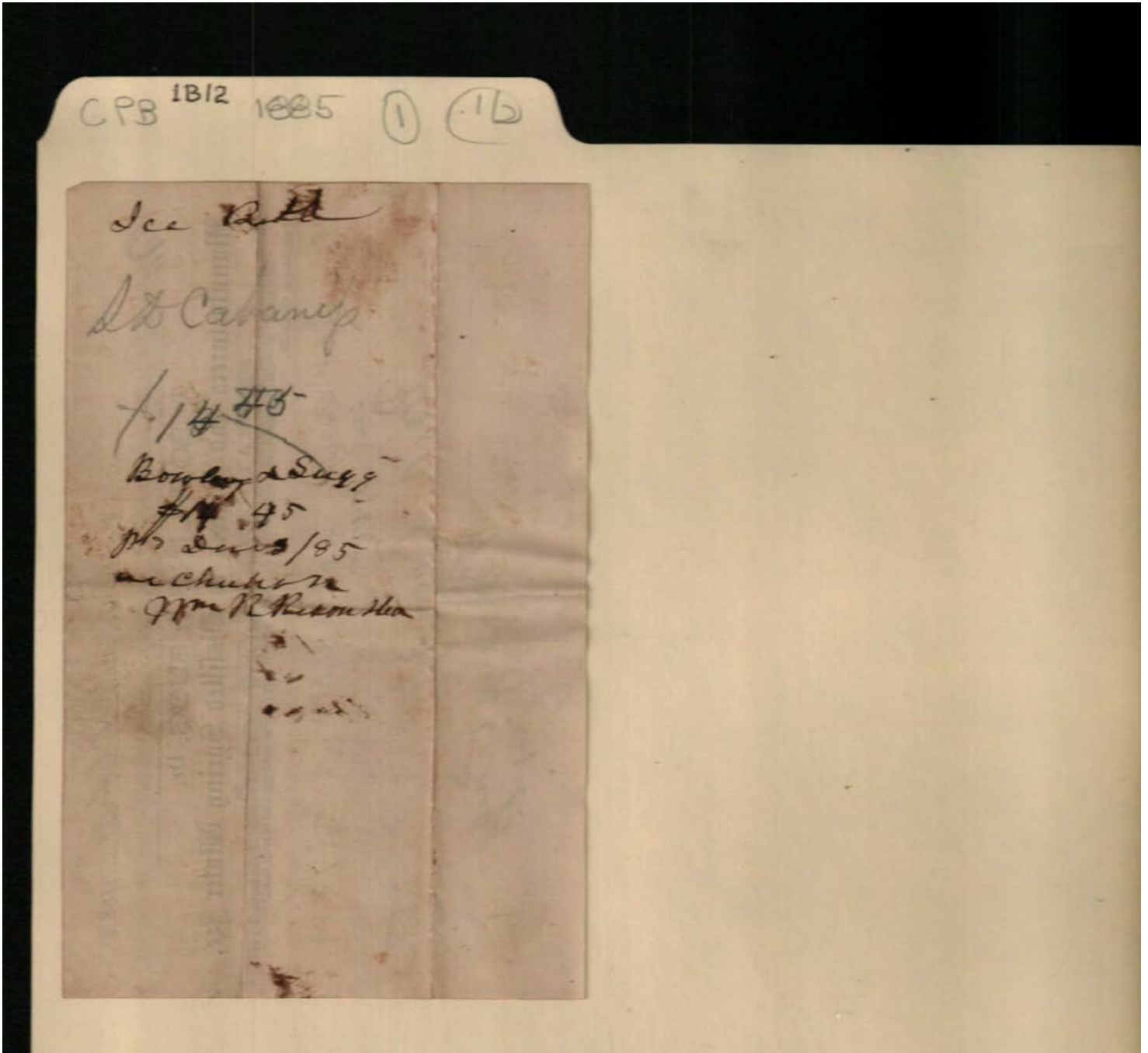
envelope

memo

Dates:

Feb 25, 1886

Oct 20, 1885



Names:

Bowling & Sugg

Cabaniss, S. D.

Places:

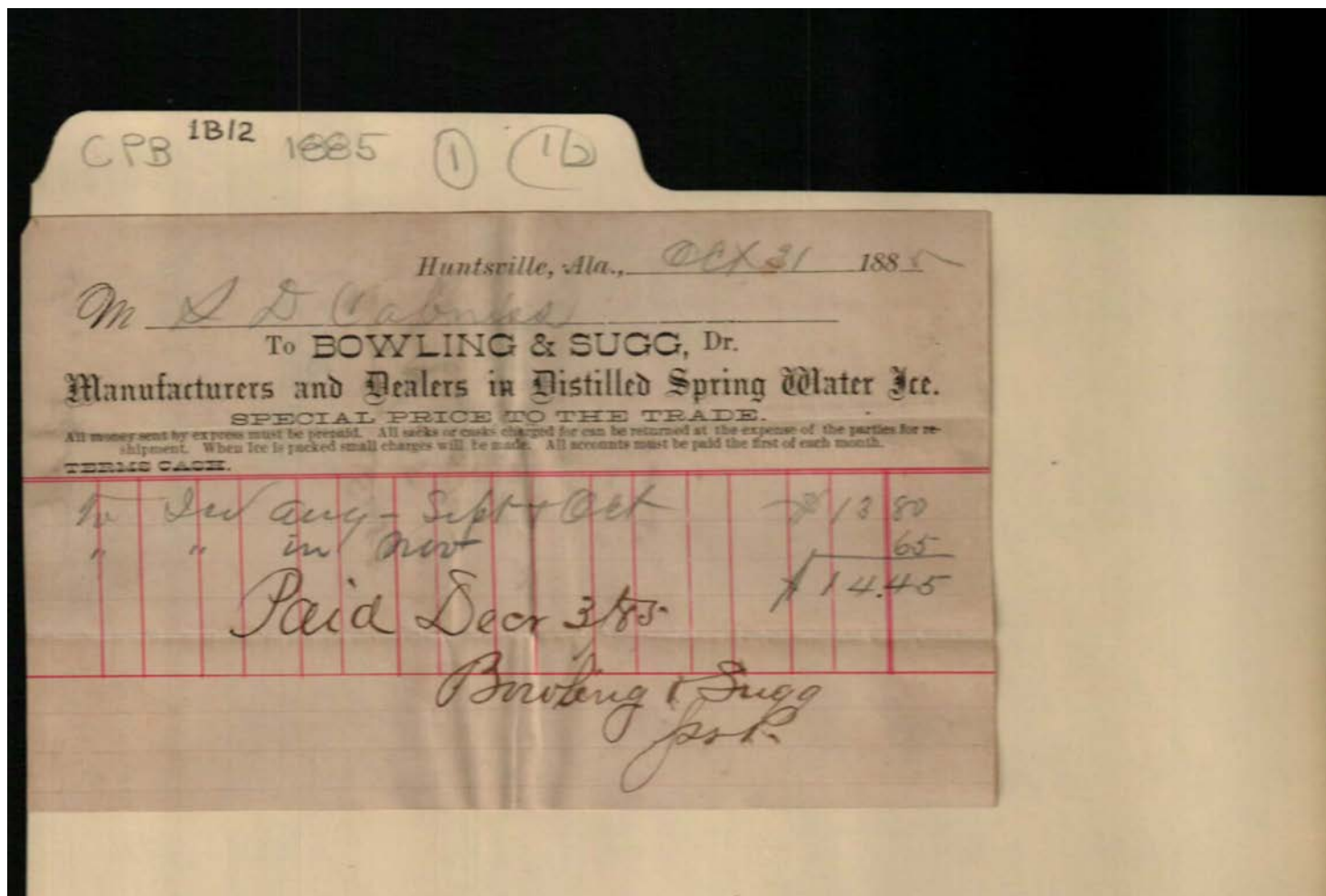
Huntsville, AL

Types:

memo

Dates:

Dec 1885



Names:

Bowling & Sugg

Cabaniss, S. D.

Places:

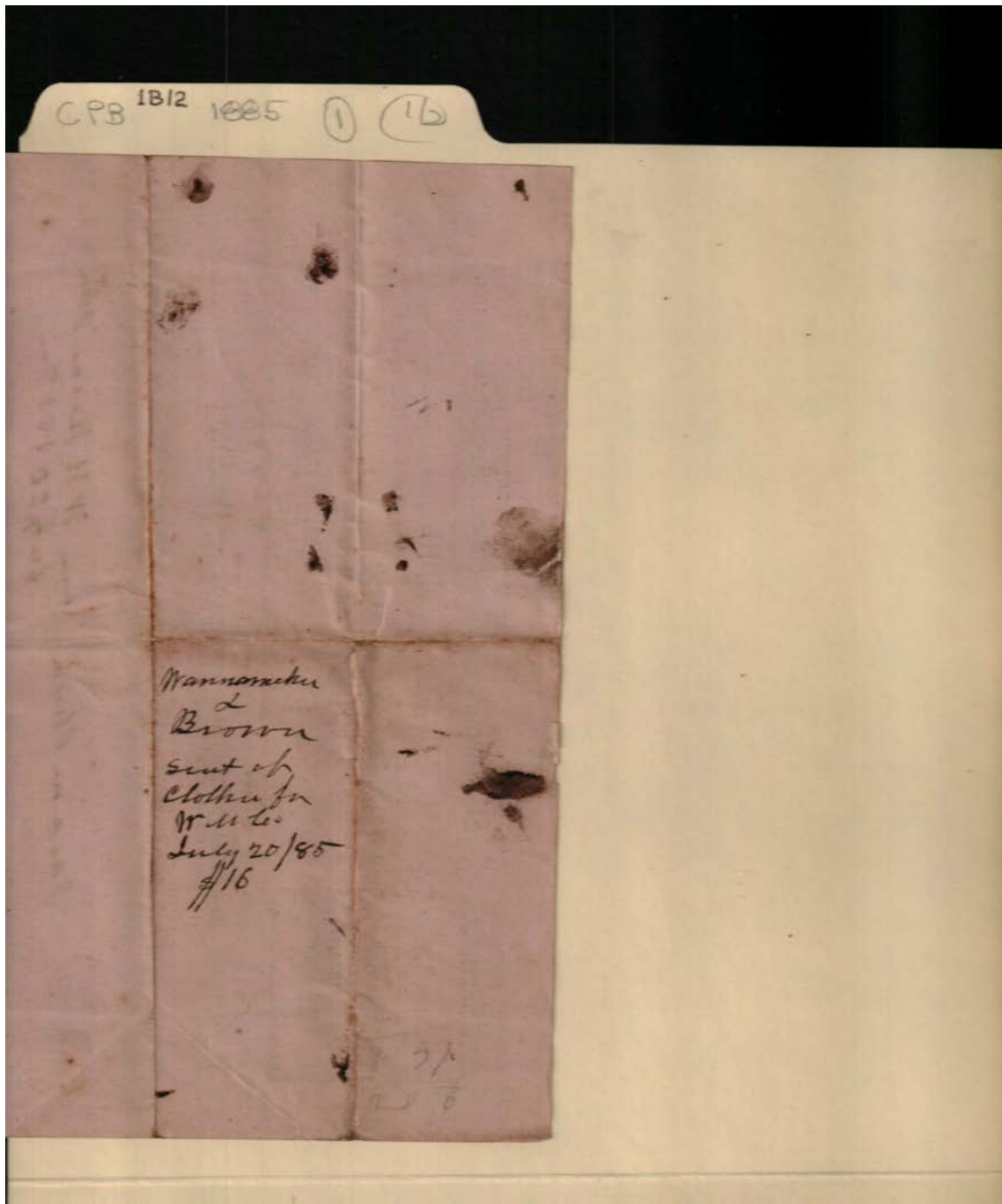
Huntsville, AL

Types:

receipt

Dates:

Dec 3, 1885



Names:

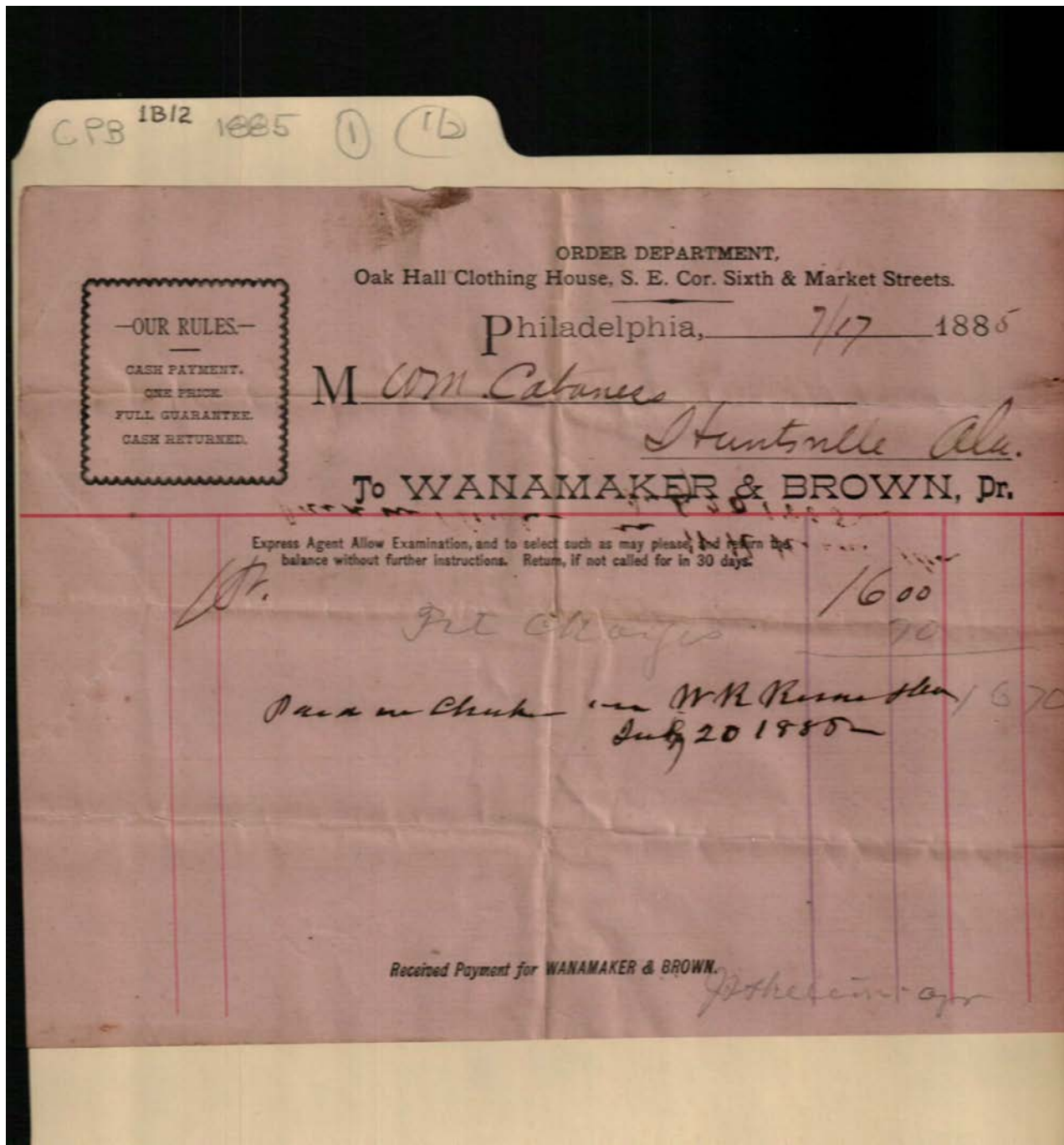
Wanamaker & Brown

Types:

memo

Dates:

July 20, 1885



Names:

Cabaniss, W. M.

Wanamaker & Brown

Places:

Huntsville, AL

Philadelphia, PA

Types:

receipt

Dates:

July 20, 1885



Names:

Cabaniss, Mrs.

Herstein &
Lowenthal's

Places:

Huntsville, AL

Types:

receipt

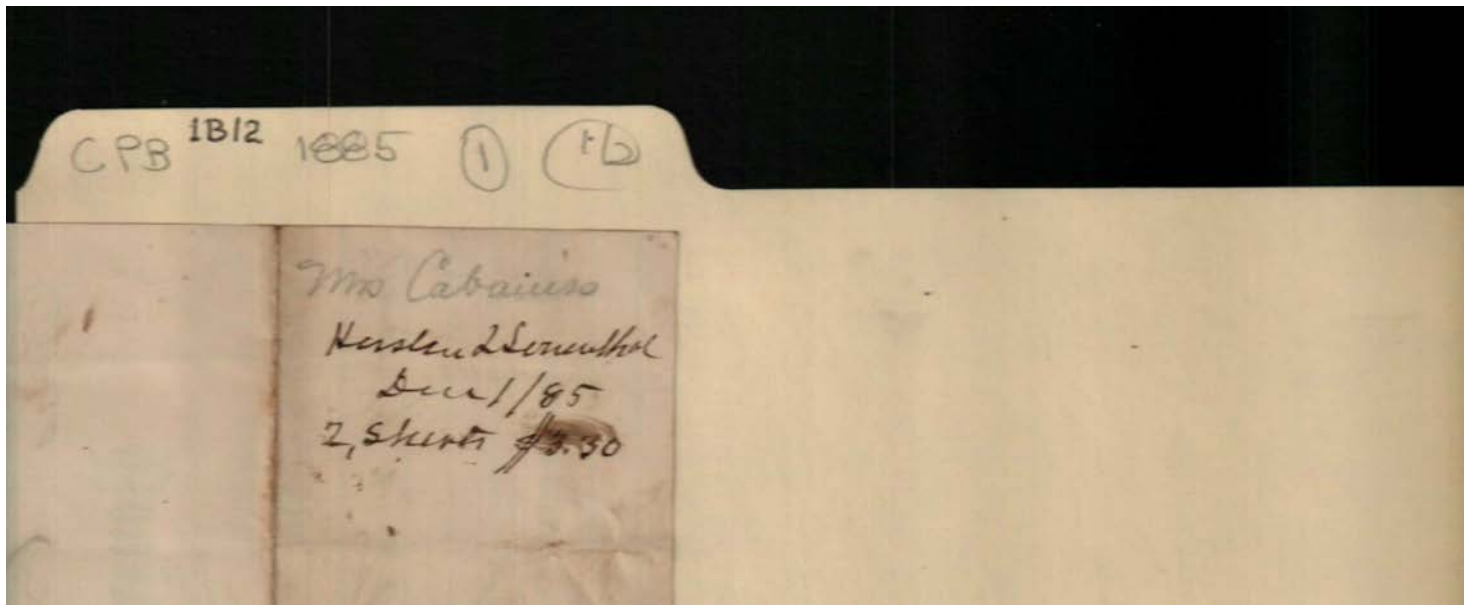
Dates:

Dec 1, 1885

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

Legal and court documents, 1885 (1 of 2)

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Names:

Cabaniss, Mrs.

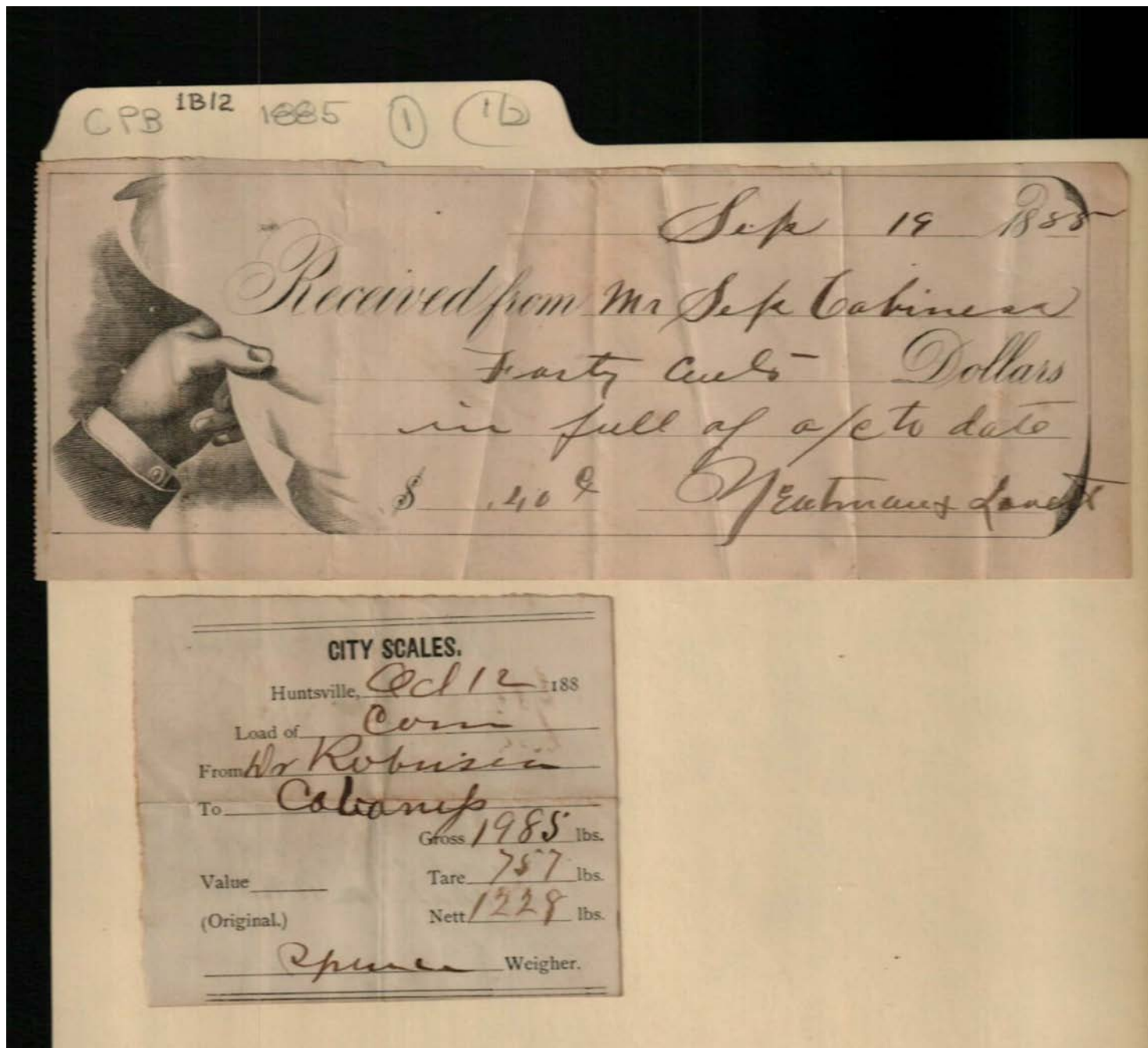
Herstein &
Lowenthal's

Types:

memo

Dates:

Dec 1, 1885



Names:

Cabaniss, Sep

Robinson, Dr.

Yeatman & Lovell

Places:

Huntsville, AL

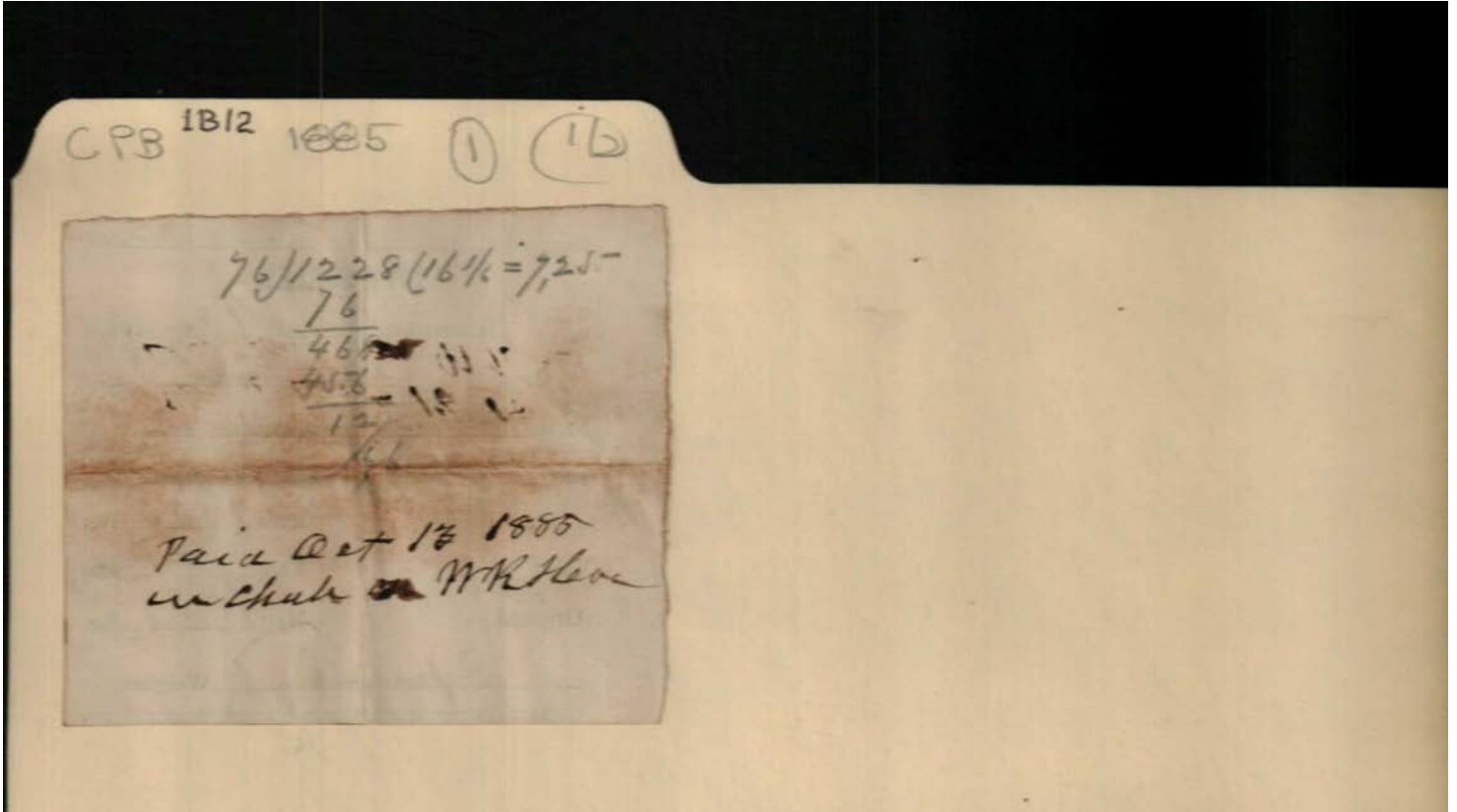
Types:

receipt

Dates:

Oct 12, 188_

Sept 19, 1885

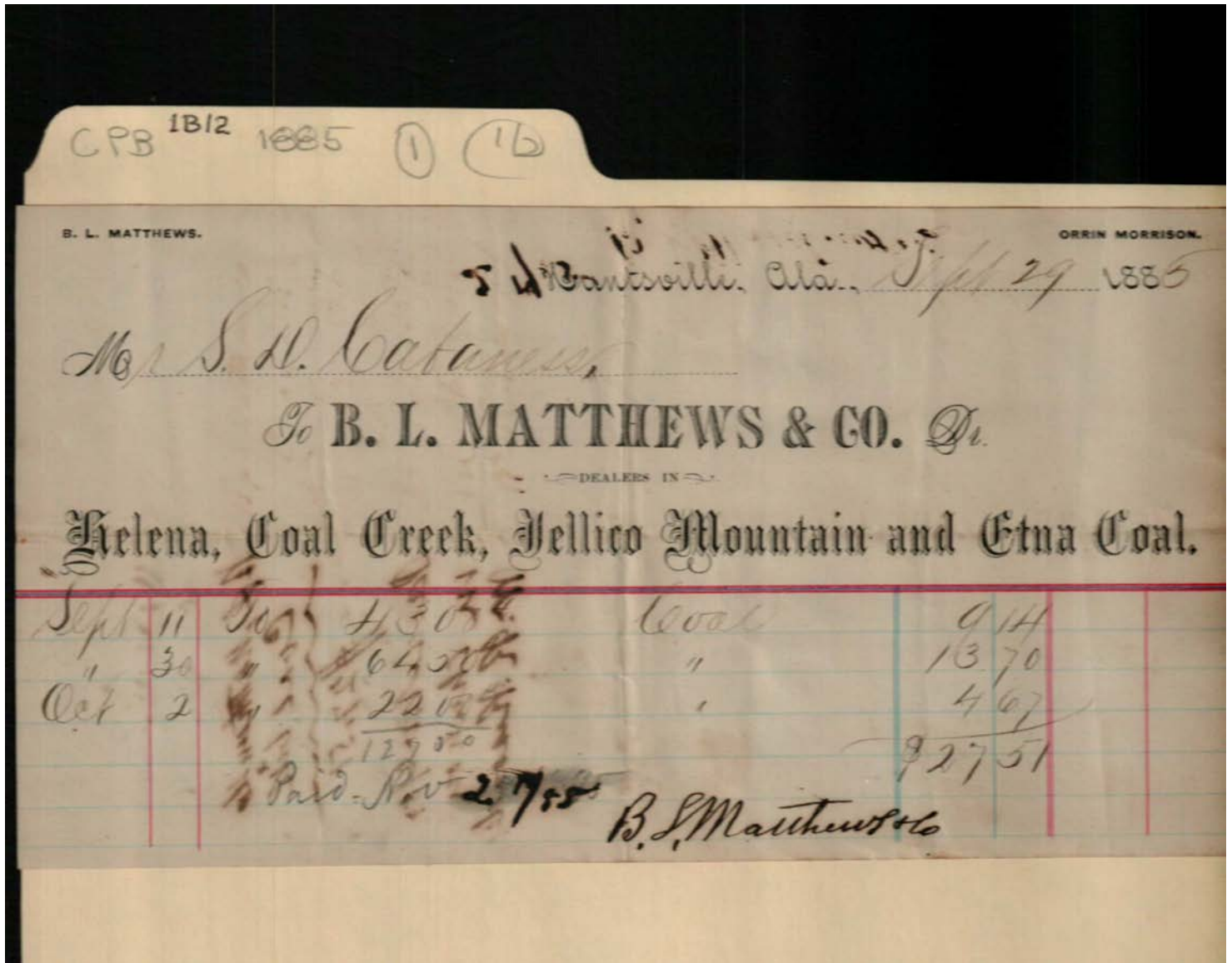


Types:

memo

Dates:

Oct 13, 1885



Names:

Cabaniss, S. D.

Matthews, B. L. & Co.

Places:

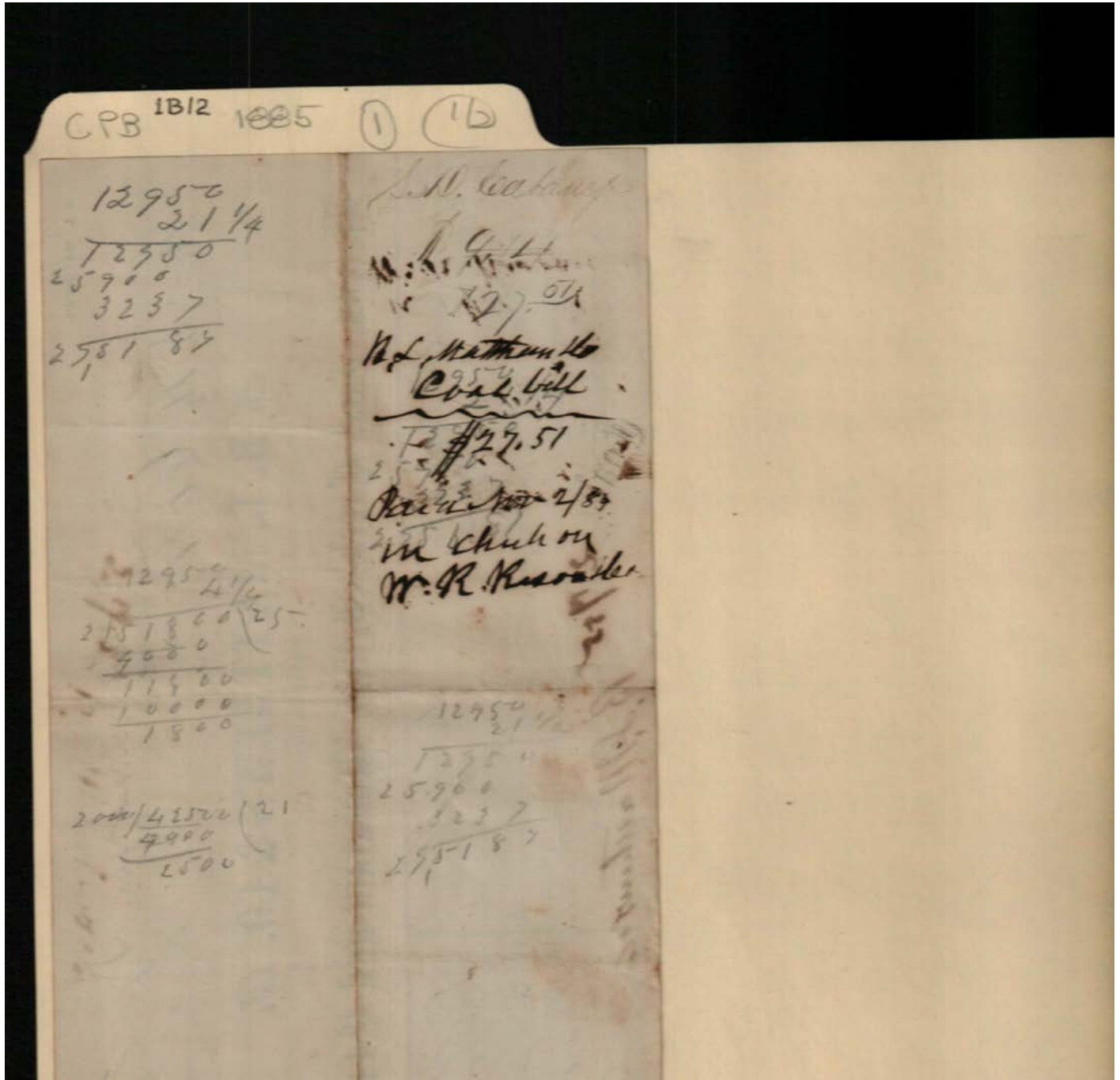
Huntsville, AL

Types:

receipt

Dates:

Sept 29, 1885



Names:

Matthews, B. L. &
Co.

Places:

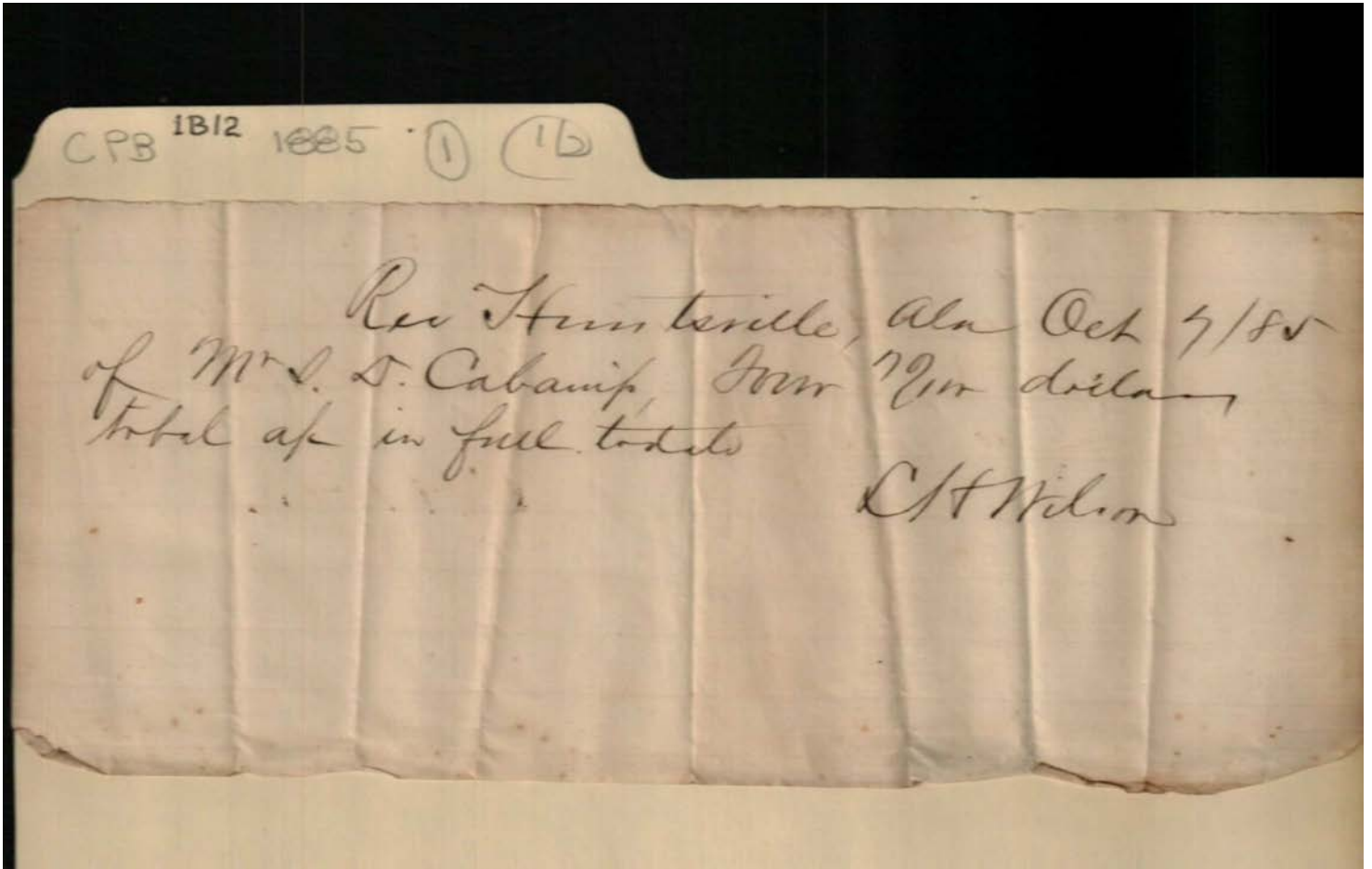
Huntsville, AL

Types:

receipt

Dates:

Nov 2, 1884



Names:

Cabaniss, S. D.

Wilson, L. H.

Places:

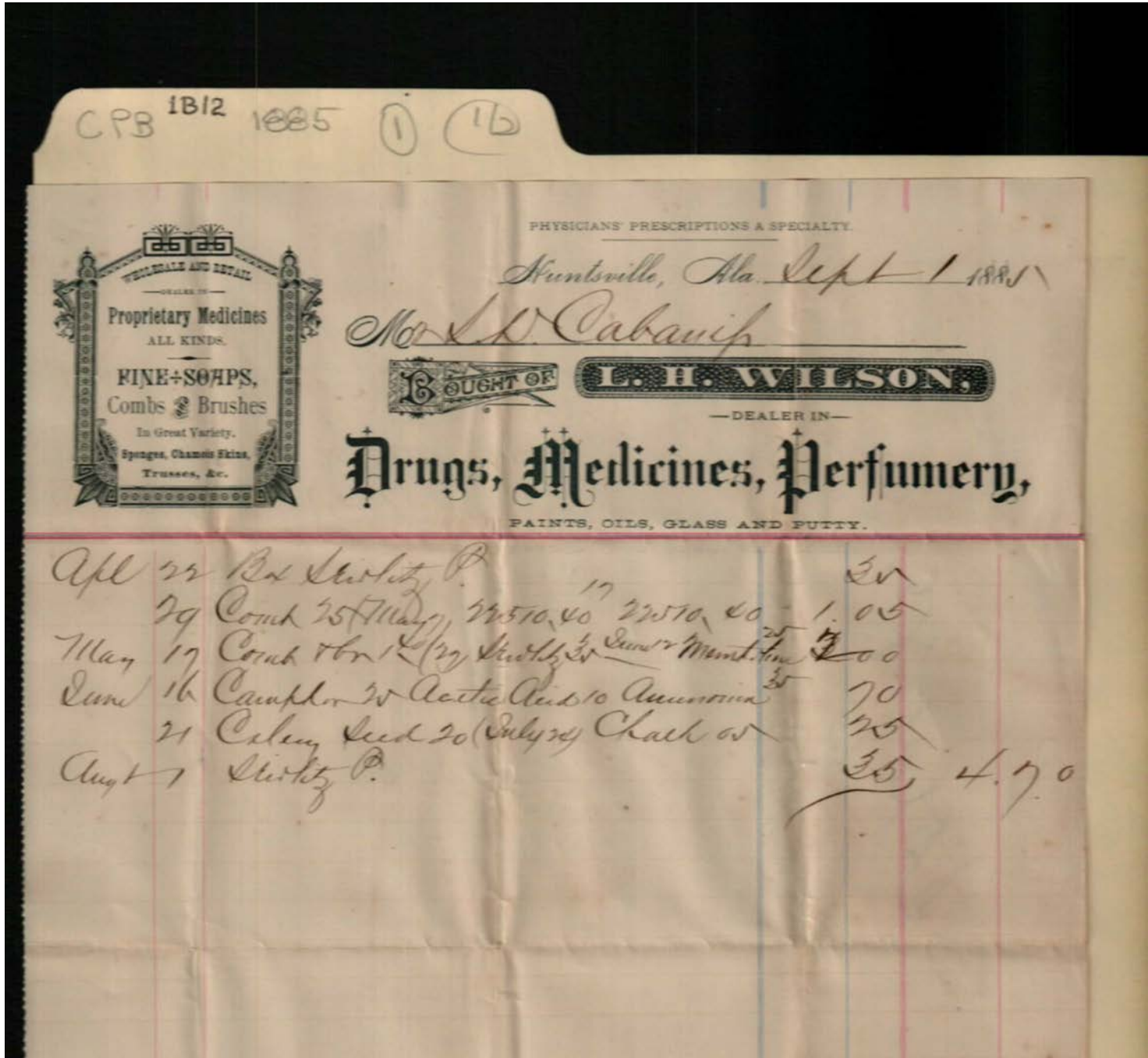
Huntsville, AL

Types:

receipt

Dates:

Oct 7, 1885



Names:

Cabaniss, S. D.

Wilson, L. H.

Places:

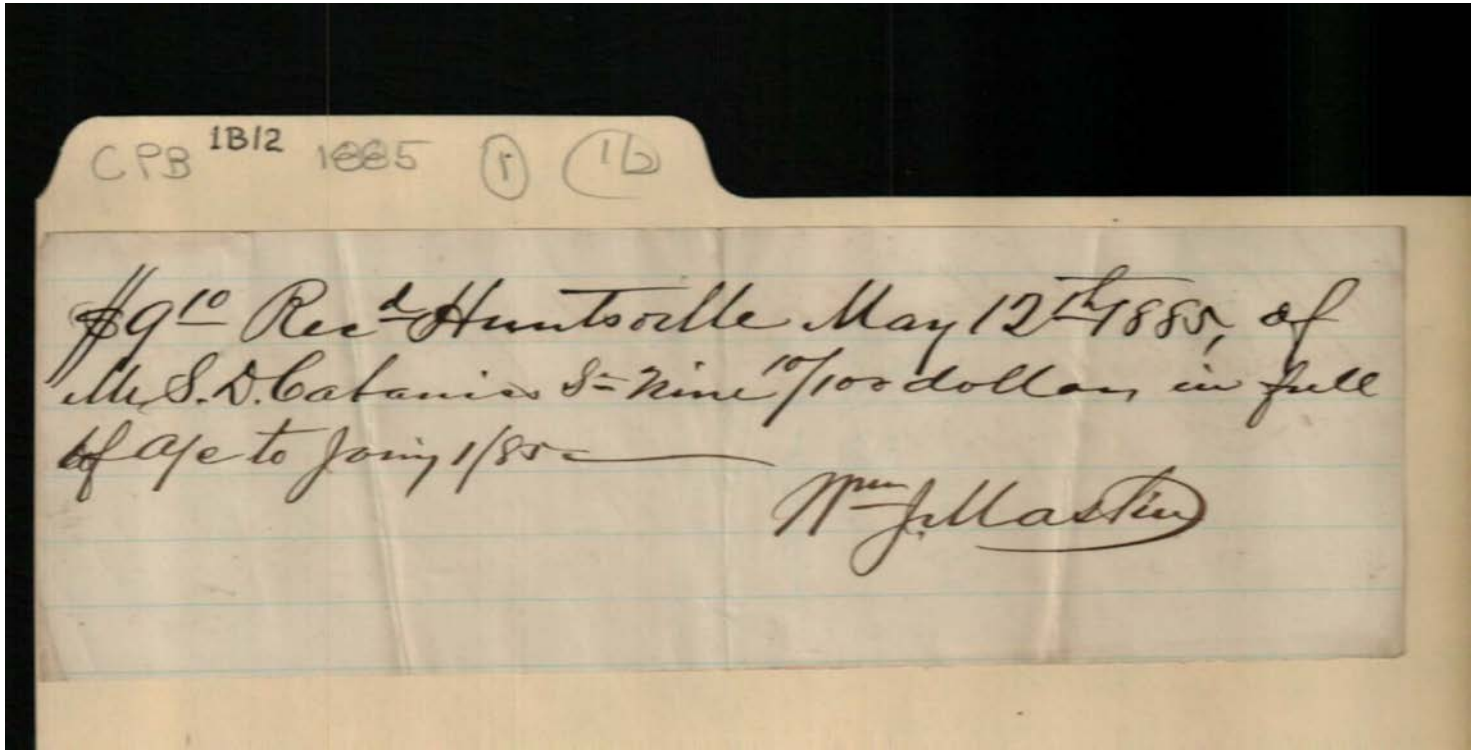
Huntsville, AL

Types:

account

Dates:

Sept 1, 1885



Names:

Cabaniss, S. D.

Mastin, William J.

Places:

Huntsville, AL

Types:

receipt

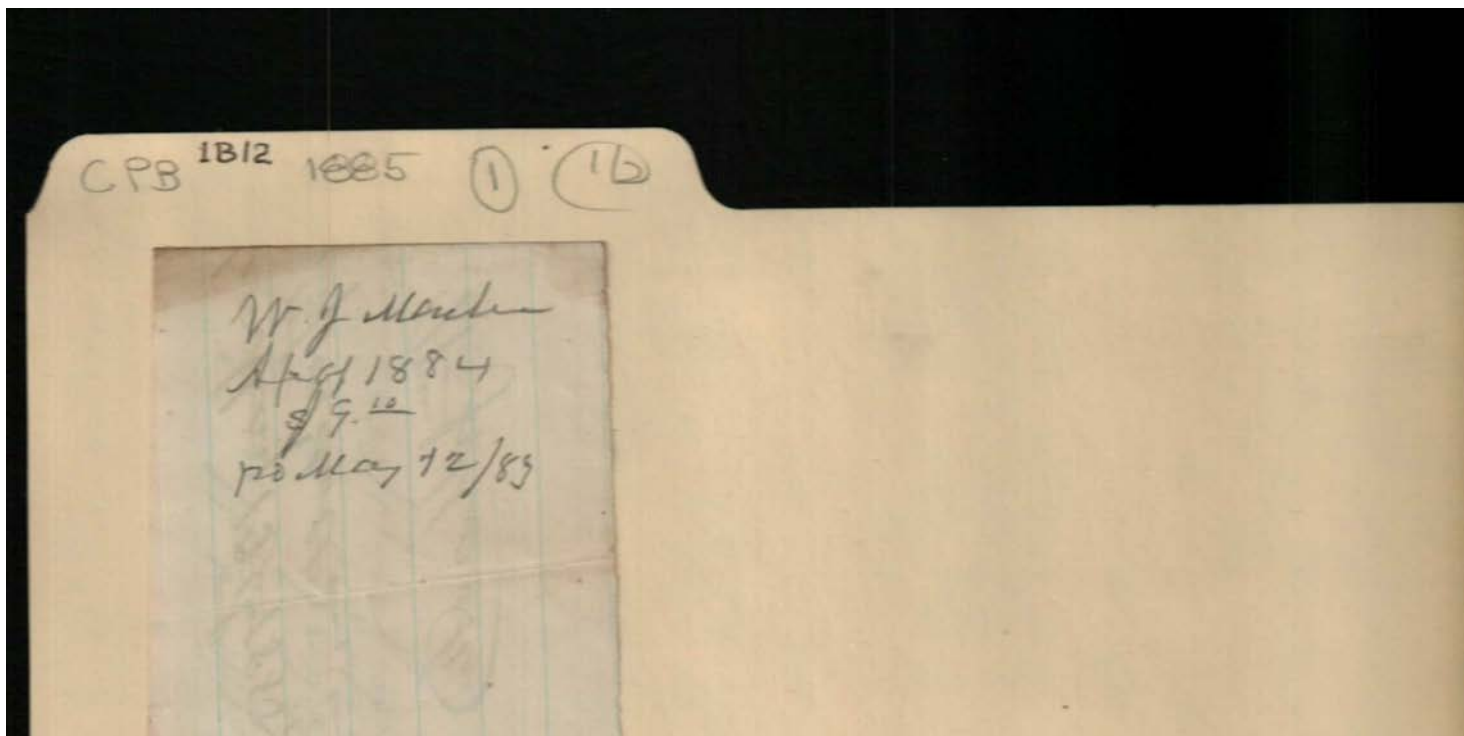
Dates:

May 12, 1885

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

Legal and court documents, 1885 (1 of 2)

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Names:

Mastin, W. J.

Places:

Huntsville, AL

Types:

account

Dates:

1884

CPB 1B12 1885 (1) (16)

Huntsville Ala Aug 15th 1885
S. D. Cabaniss Dr
To W. J. Barrow

1885-				
Aug	15	To Repy Plate for Missin		200
"	29	" " " " " "		200
				<hr/>
				\$ 400

Recd Payment in full Nov 7. 1885
W. J. Barrow

Names:

Barrow, W. J.

Cabaniss, S. D.

Cabaniss, Willie

Places:

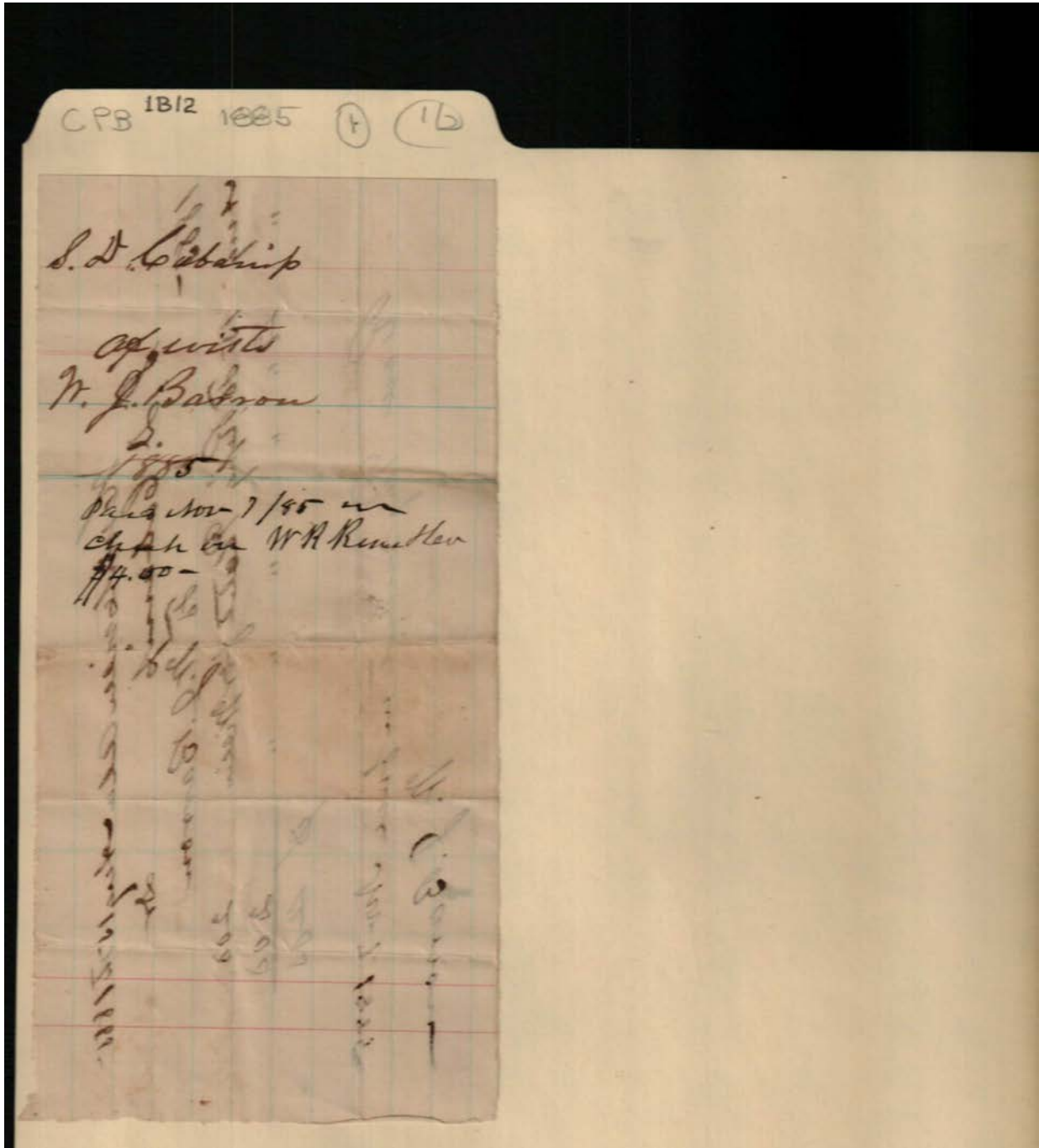
Huntsville, AL

Types:

account

Dates:

Aug 15, 1885



Names:

Barrow, W. J.

Cabaniss, S. D.

Places:

Huntsville, AL

Types:

receipt

Dates:

Nov 7, 1885

CPB 1B12 1885 (1) (16)

Huntsville Ala Aug. 31st 1885

Aug 25: Mr Sep Cabaniss
Receipt of
Steele & Burnett
Aug 25 = 1 Bus corn — \$70
Sep 5 Recd pay Steele & Burnett

Names:

Cabaniss, Sep

Steele & Burnett

Places:

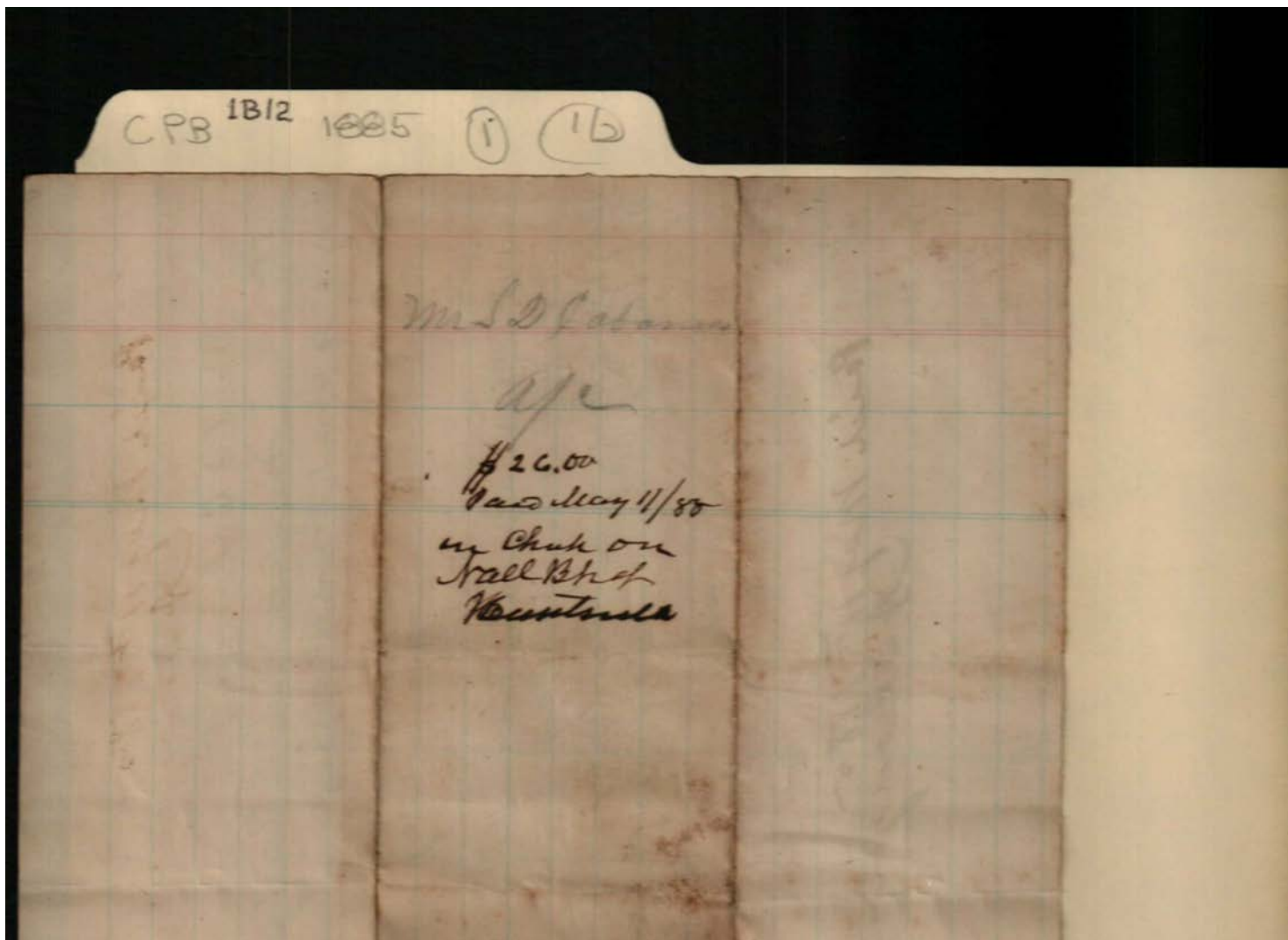
Huntsville, AL

Types:

receipt

Dates:

Aug 31, 1885



Names:

Cabaniss, S. D.

Places:

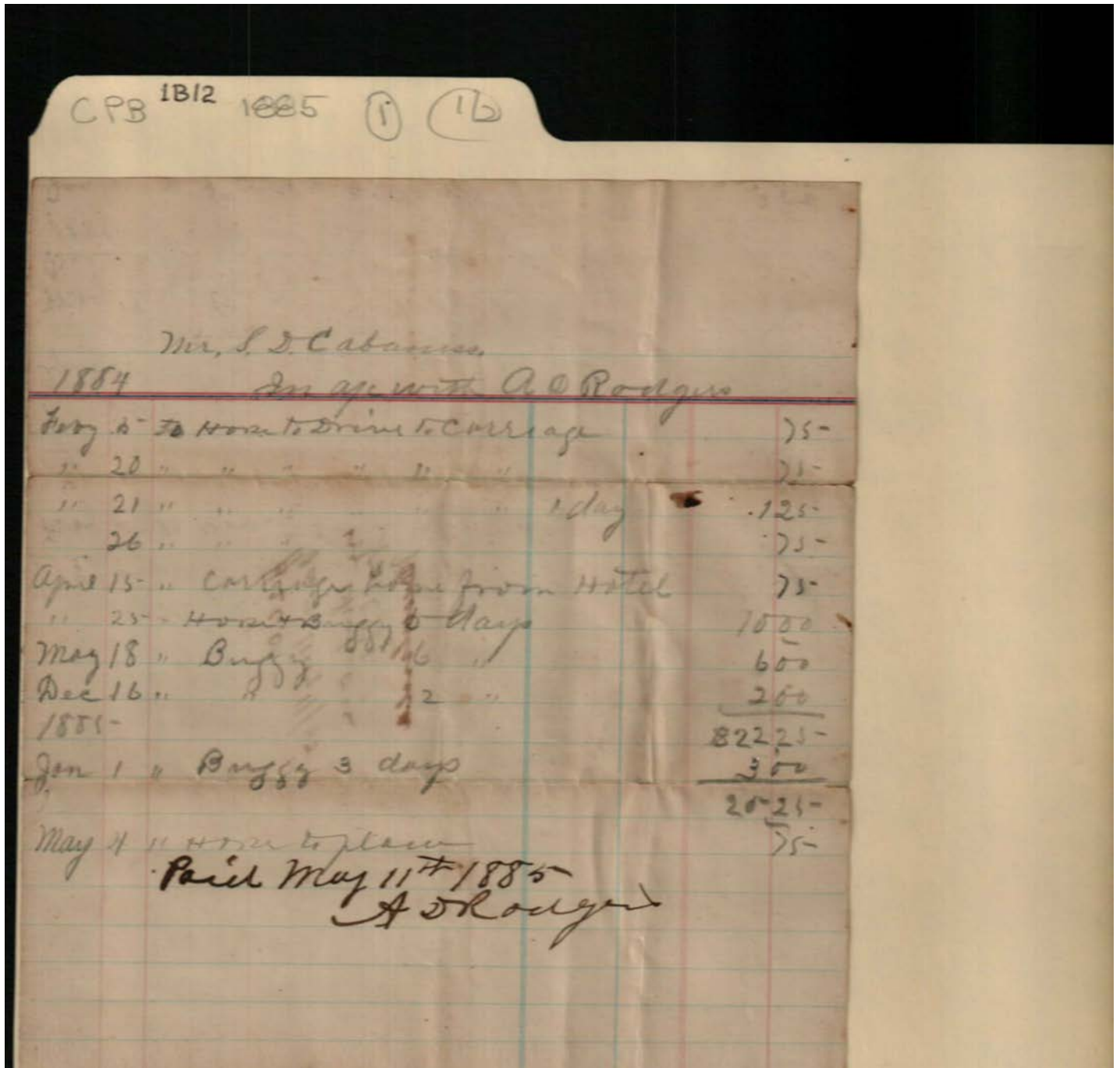
Huntsville, AL

Types:

receipt

Dates:

May 11, 1885



Names:

Cabaniss, S. D.

Rodgers, A. D.

Places:

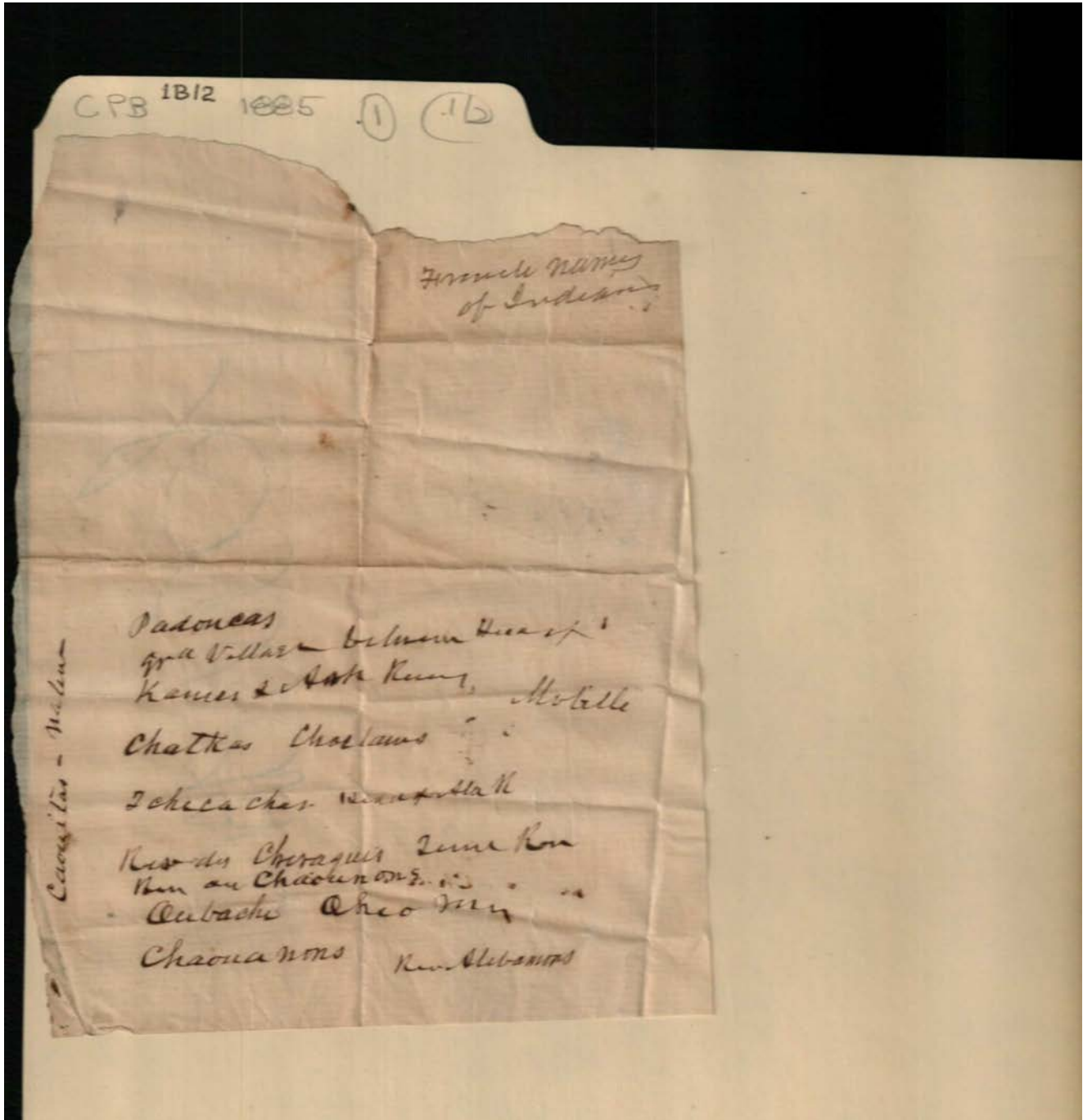
Huntsville, AL

Types:

receipt

Dates:

May 11, 1885

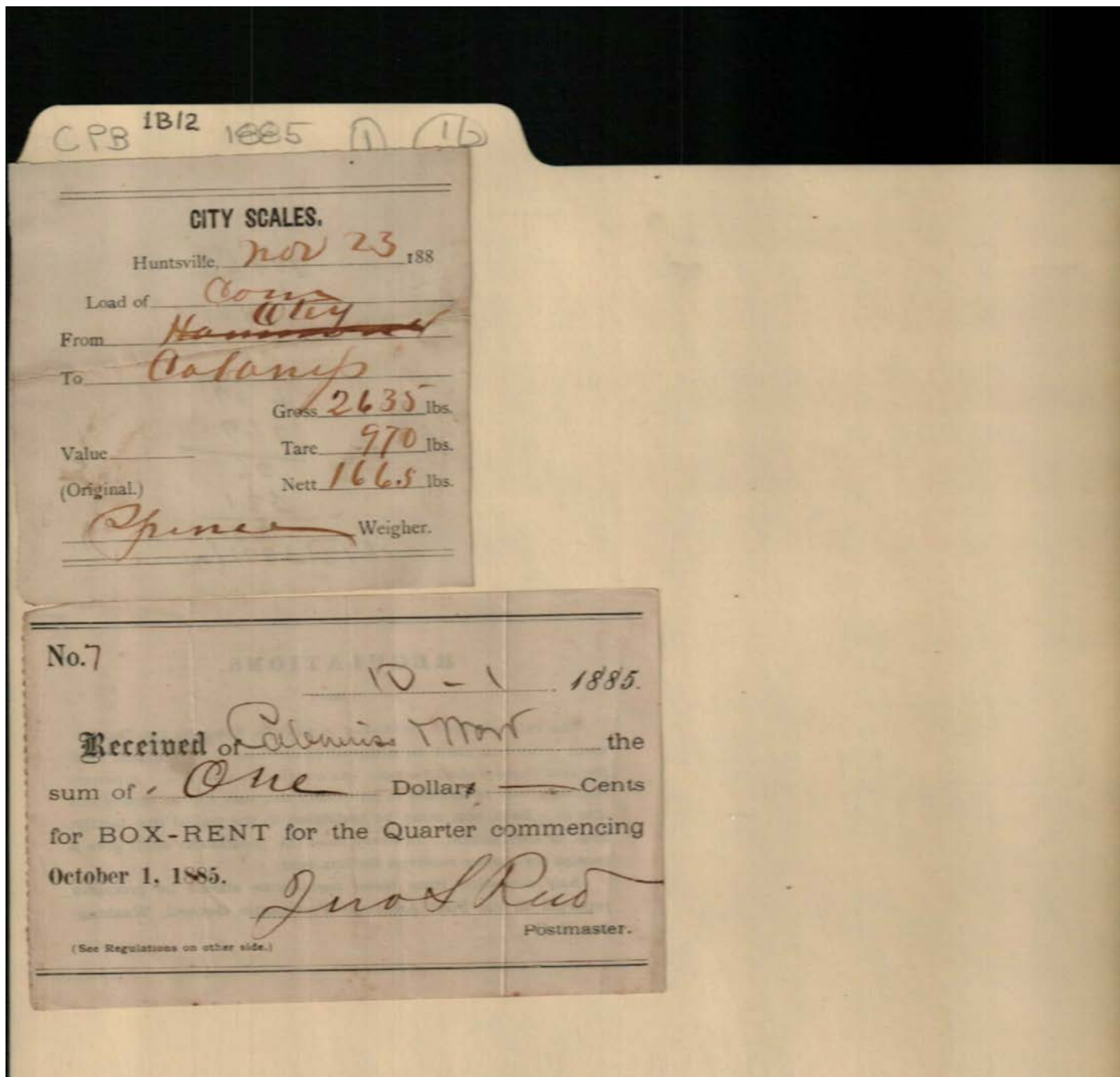


Types:
scrap

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

Legal and court documents, 1885 (1 of 2)

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Names:

Cabaniss & Ward

Cabaniss,

Reed, John S.

Places:

Huntsville, AL

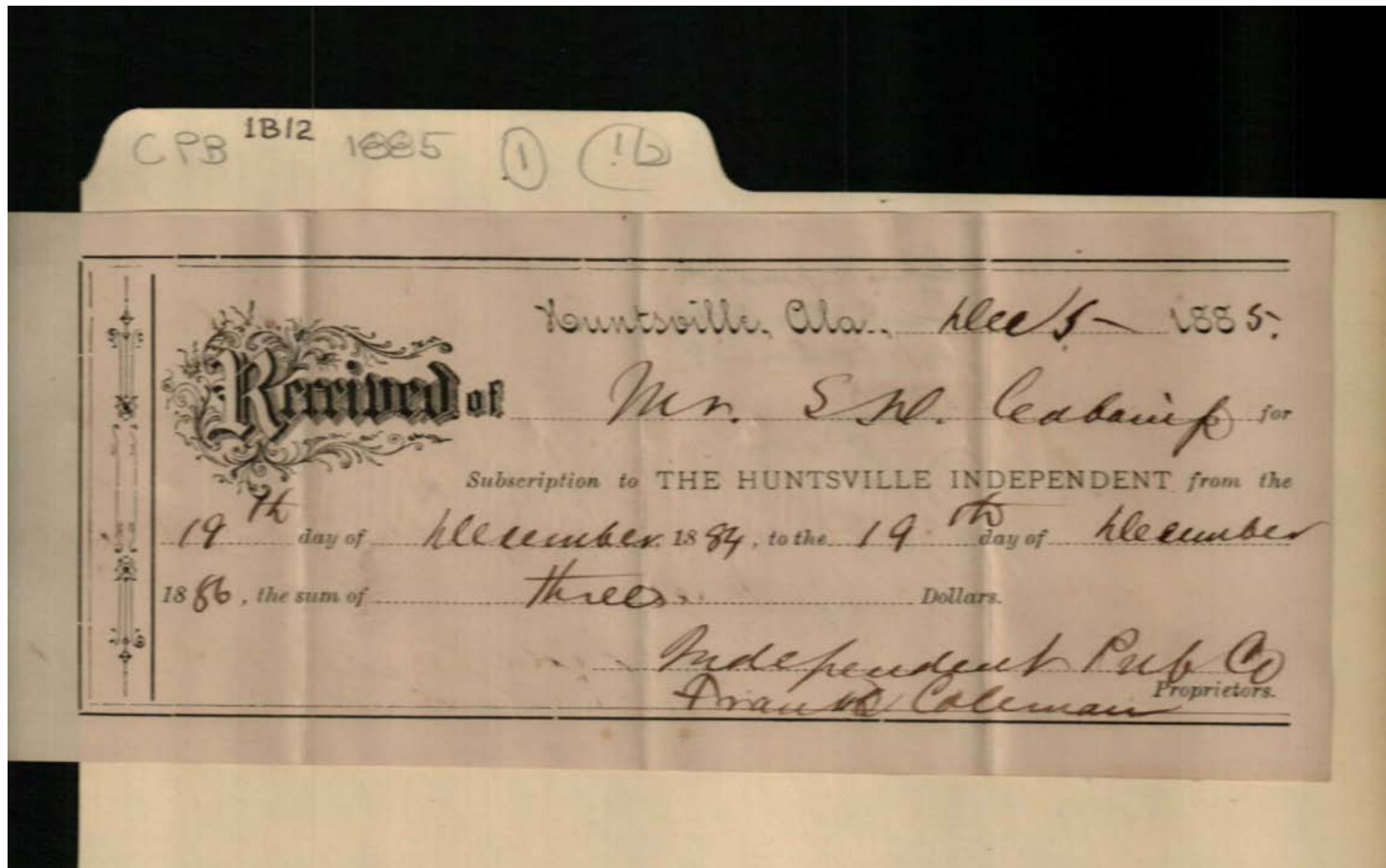
Types:

receipt

Dates:

Nov 21, 188_

Oct 1, 1885



Names:

Cabaniss, S. D.
Coleman, Frank

Huntsville
Independent, The

Places:

Huntsville, AL

Types:

receipt

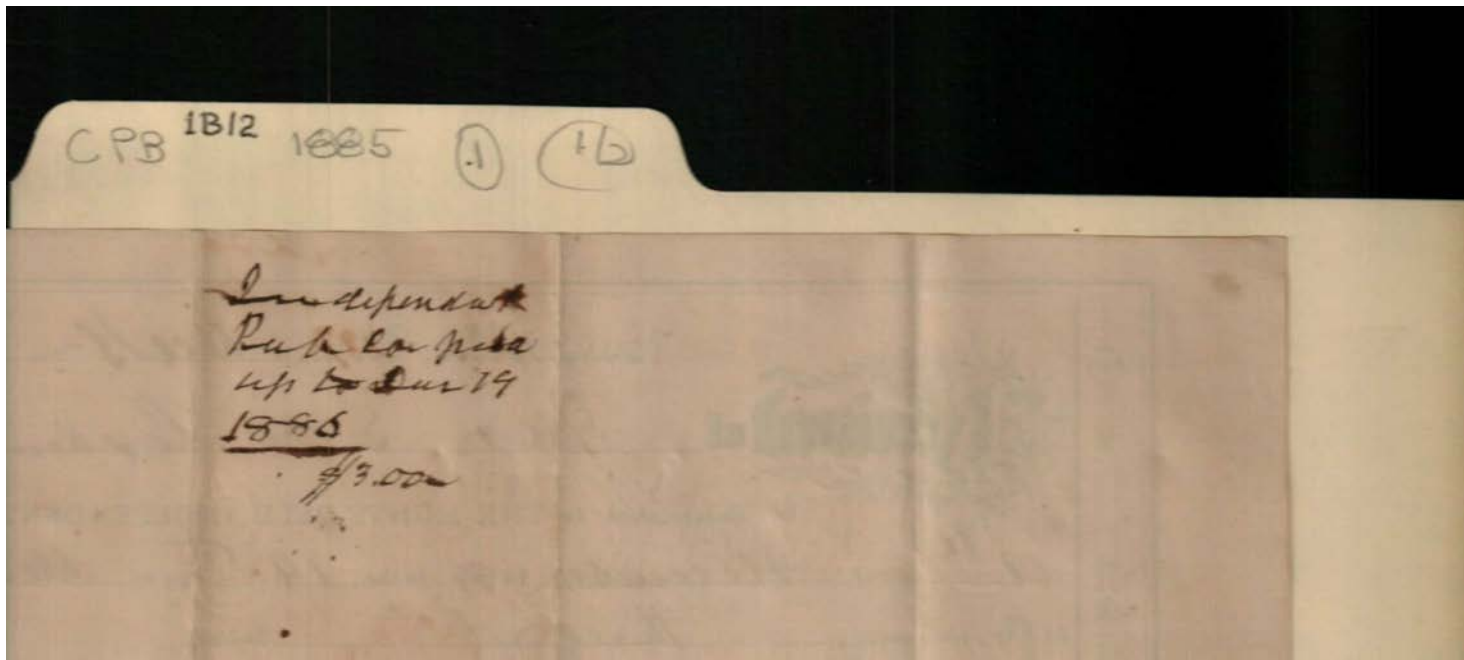
Dates:

Dec 5, 1885

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

Legal and court documents, 1885 (1 of 2)

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Names:

Independent
Publishing Co.

Places:

Huntsville, AL

Types:

receipt

Dates:

Dec 5, 1885

CPB 1B12 1885 (1) (16)

S. D. Cabaniss
to George S. Gordon and
to rent of office for the year 1885. \$75.00

1886. Jan 1. 1. Cash	\$30.00
" Feb 29. " " "	10.00
<hr/>	
	\$40.00
	\$35.00

Received of S. D. Cabaniss Thirty-five Dollars
being balance of rent of office for year 1885.
W. W. Gordon Jr
Ex- est. Geo. S. Gordon.

Jan 8/87 -

Names:

Cabaniss, S. D.
Gordon, George S.

Gordon, William W.,
Jr.

Places:

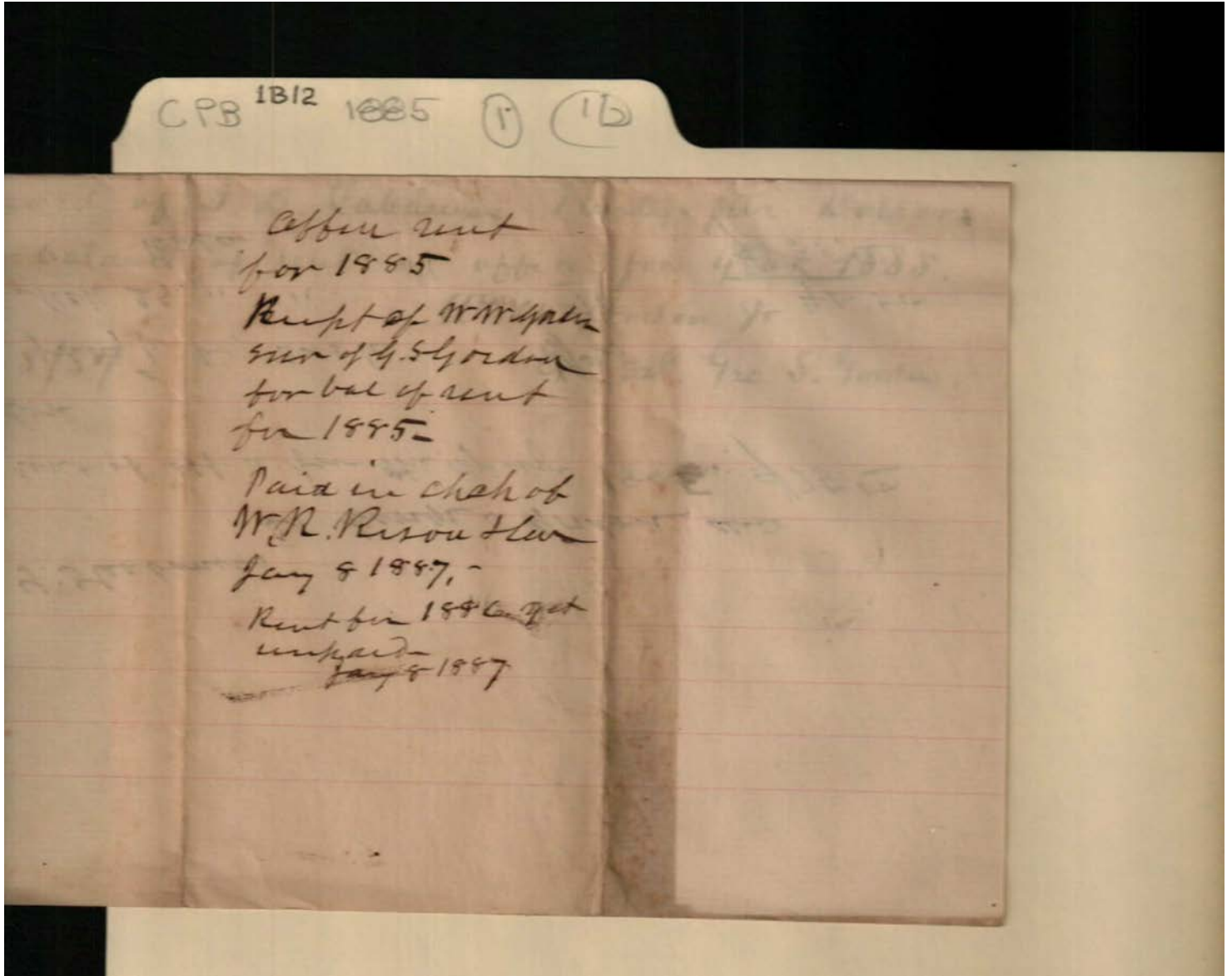
Huntsville, AL

Types:

receipt

Dates:

Jan 8, 1887



Names:

Gordon, George S.

Gordon, W. W.

Places:

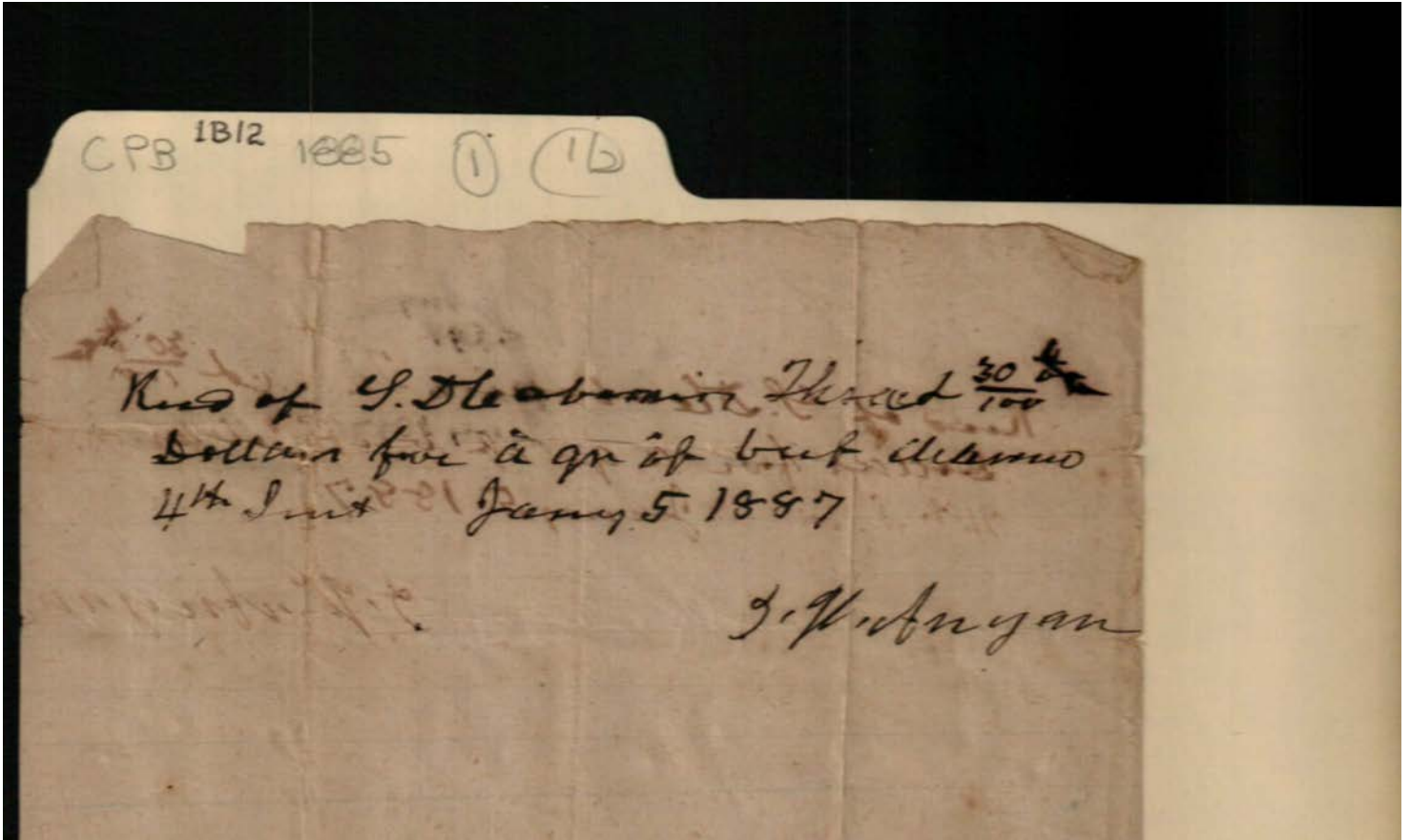
Huntsville, AL

Types:

receipt

Dates:

Jan 8, 1887



Names:

Anyan, T. H.

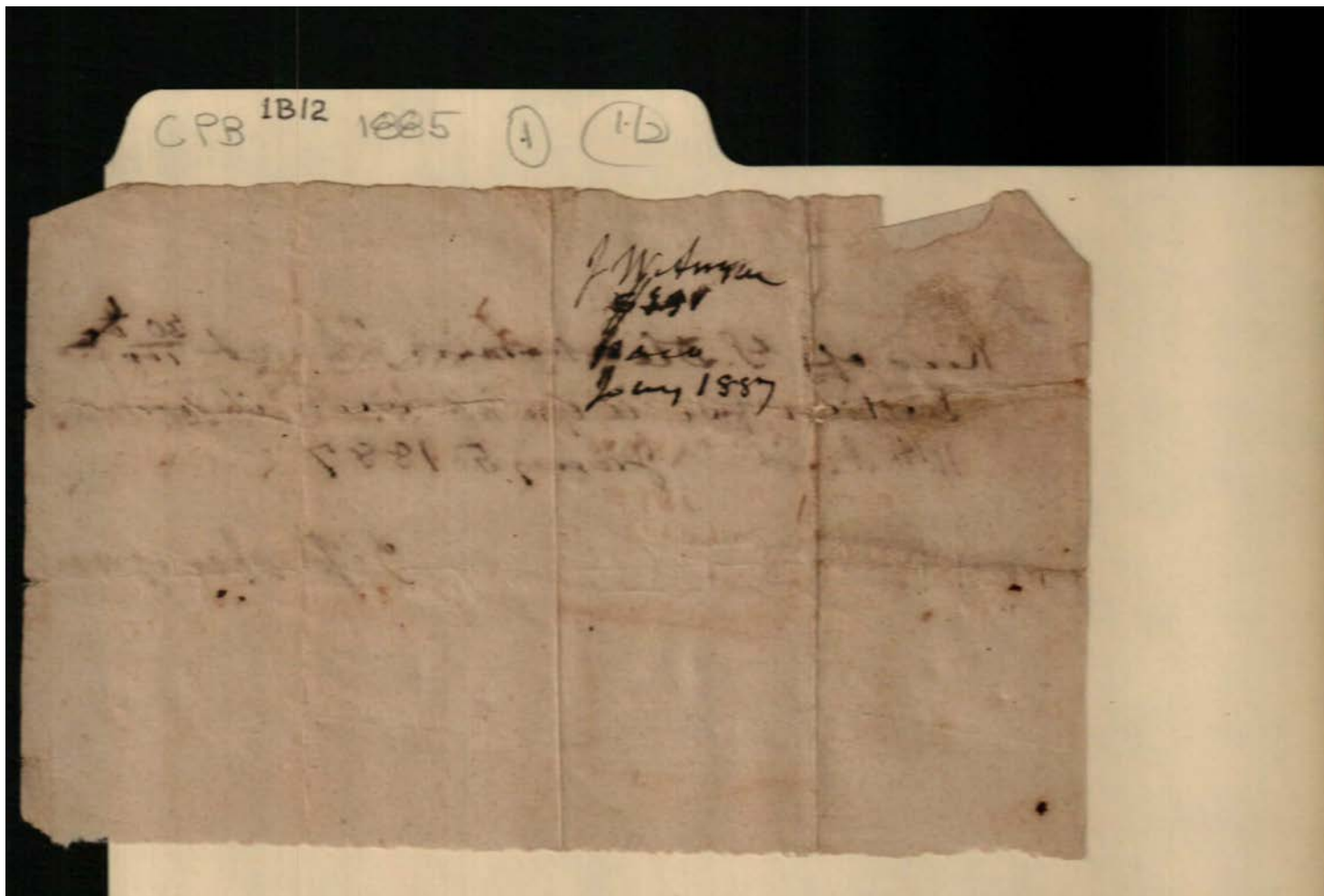
Cabaniss, S. D.

Types:

receipt

Dates:

Jan 5, 1887



Names:

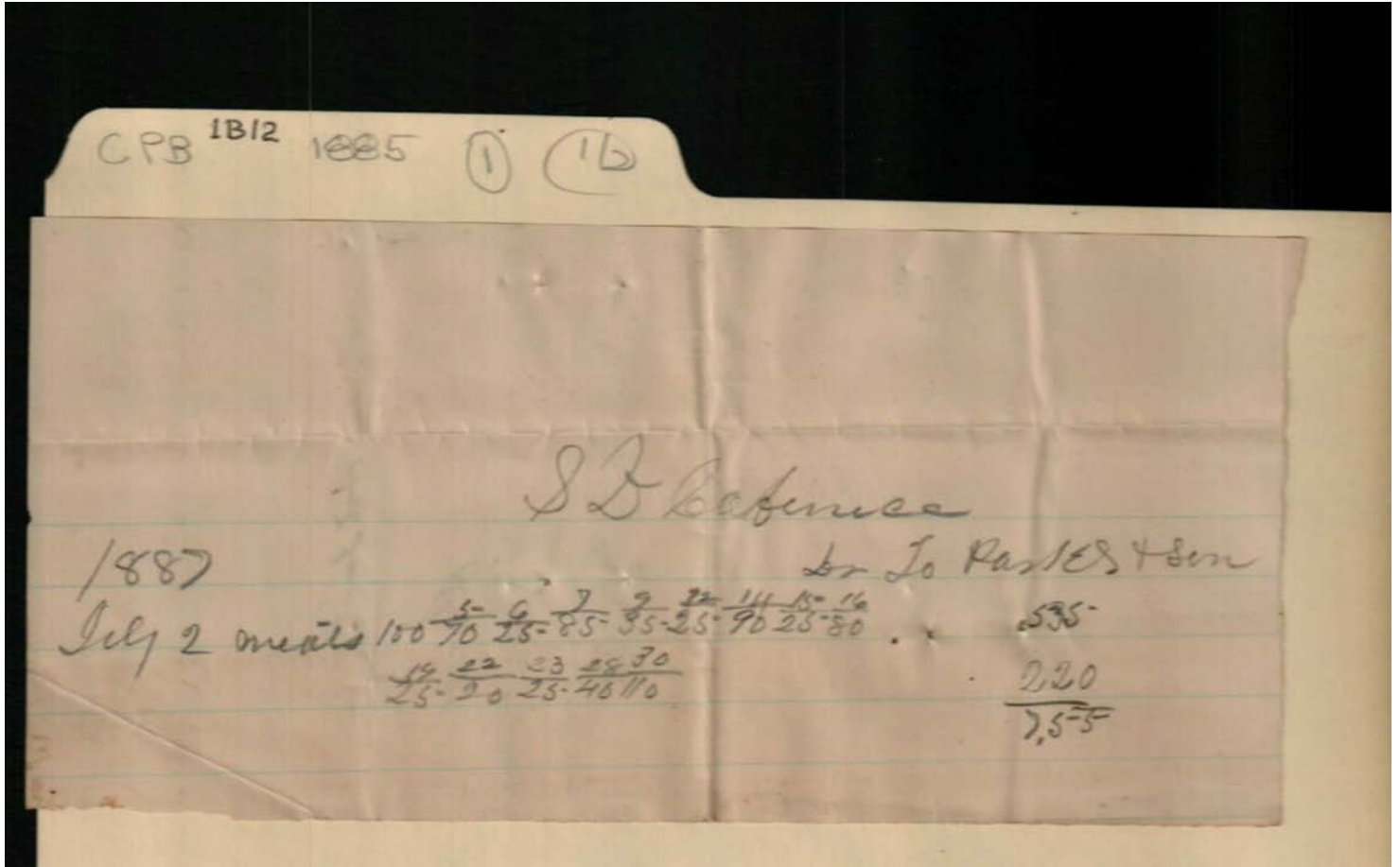
Anyan, J. W.

Types:

receipt

Dates:

Jan 1887



Names:

Cabaniss, S. D.

Parks & Son

Types:

account

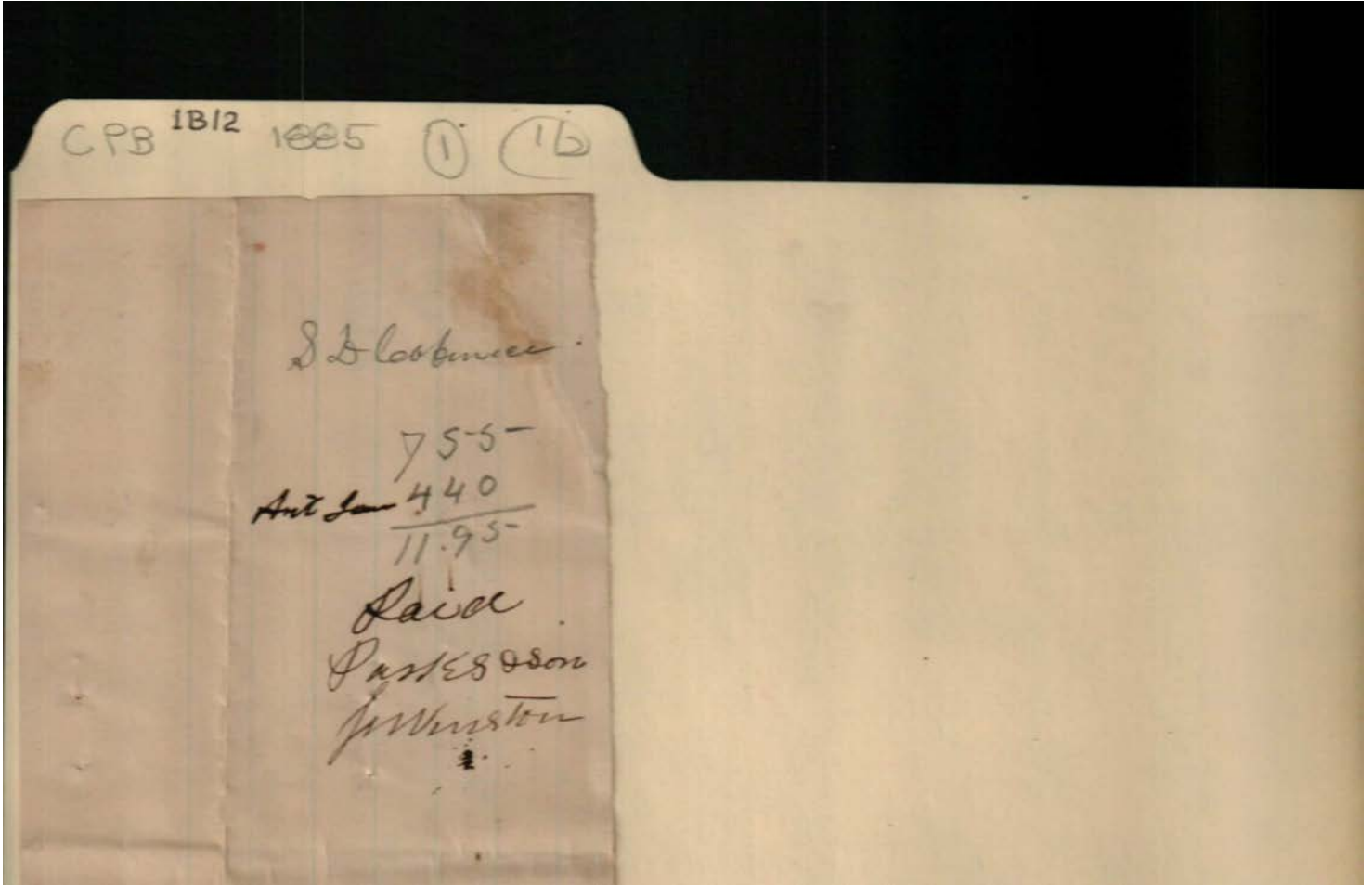
Dates:

July 2, 1887

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Names:

Cabaniss, S. D.

Parks & Son

Types:

receipt

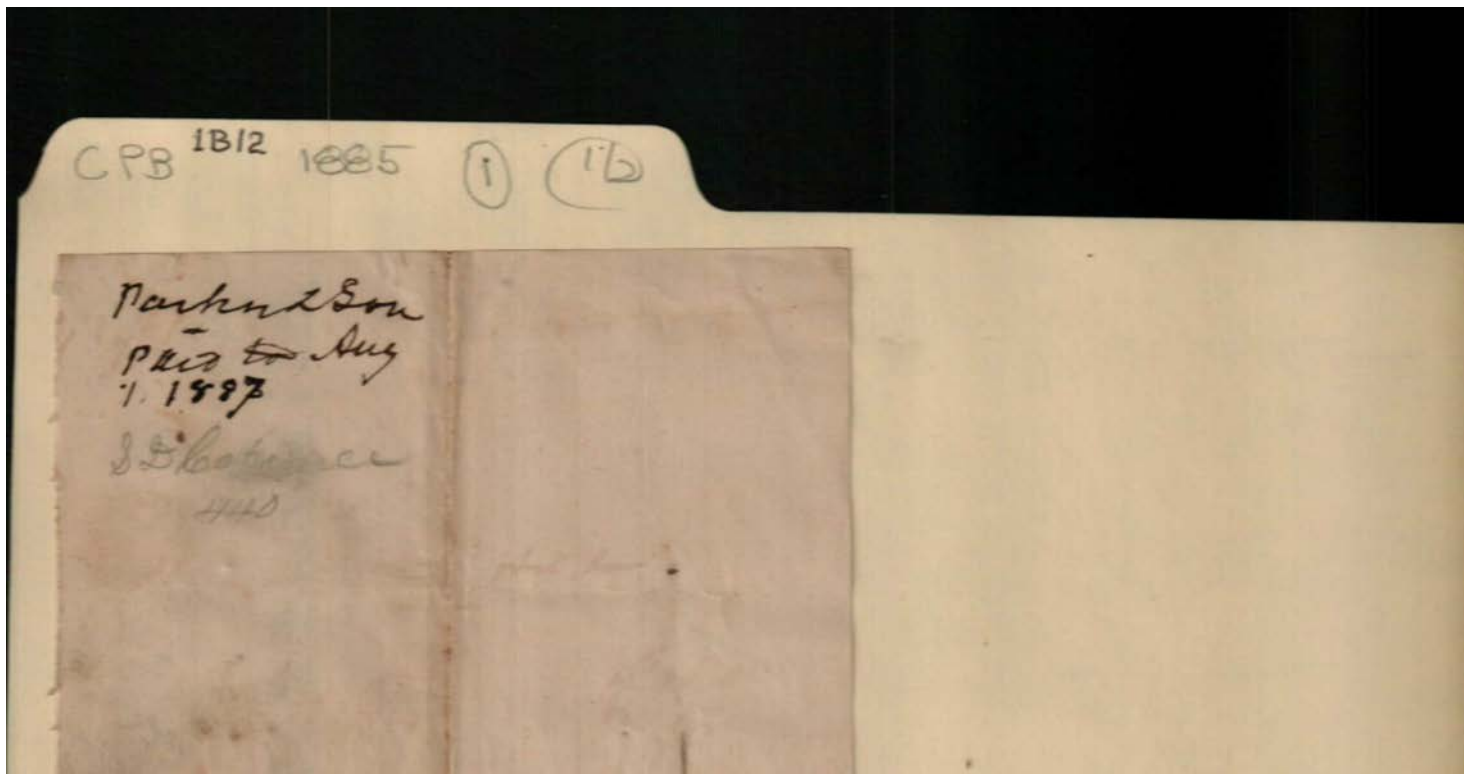
Dates:

1887

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Names:

Cabaniss, S. D.

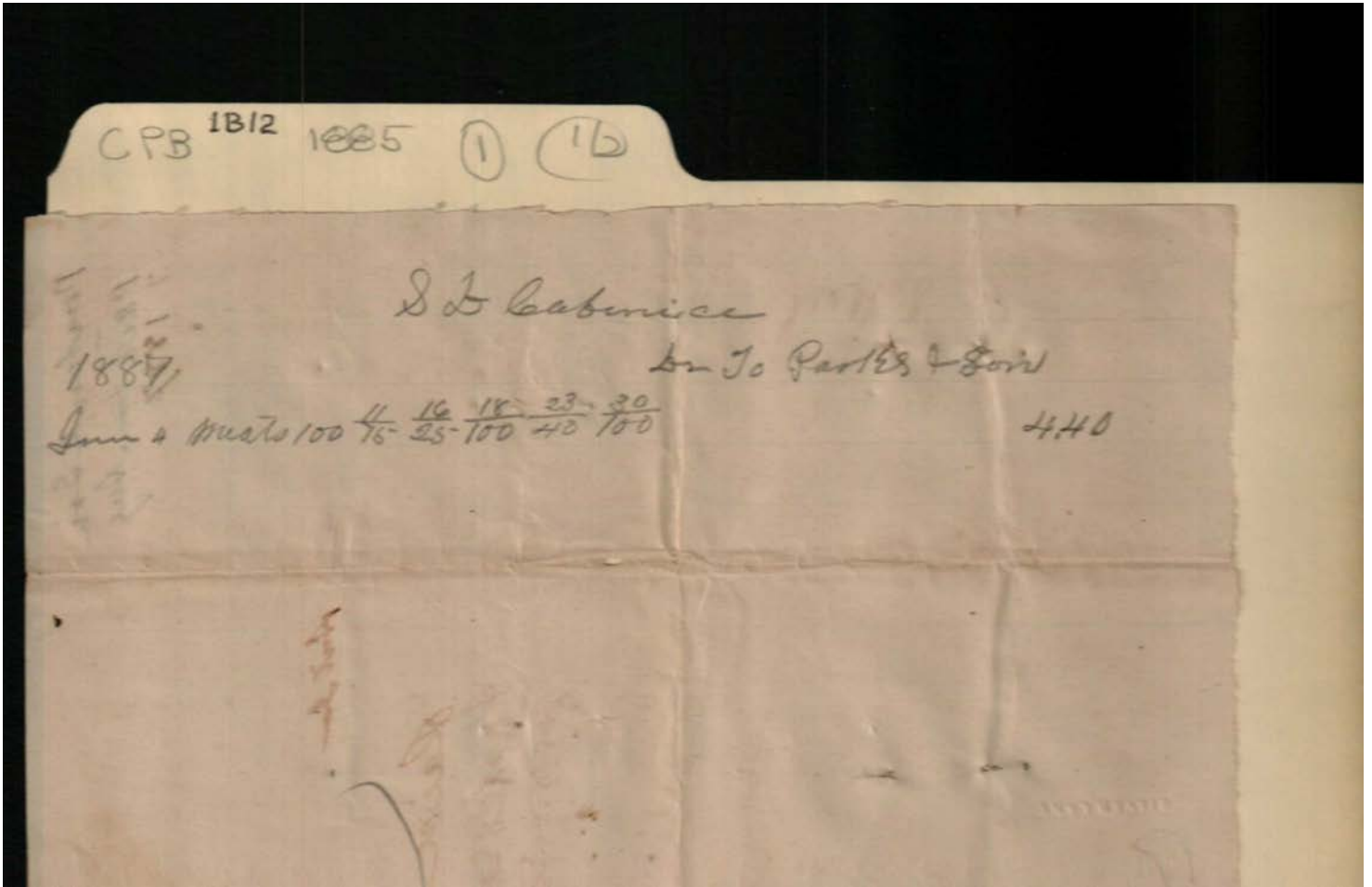
Parks & Son

Types:

receipt

Dates:

Aug 1, 1887



Names:

Cabaniss, S. D.

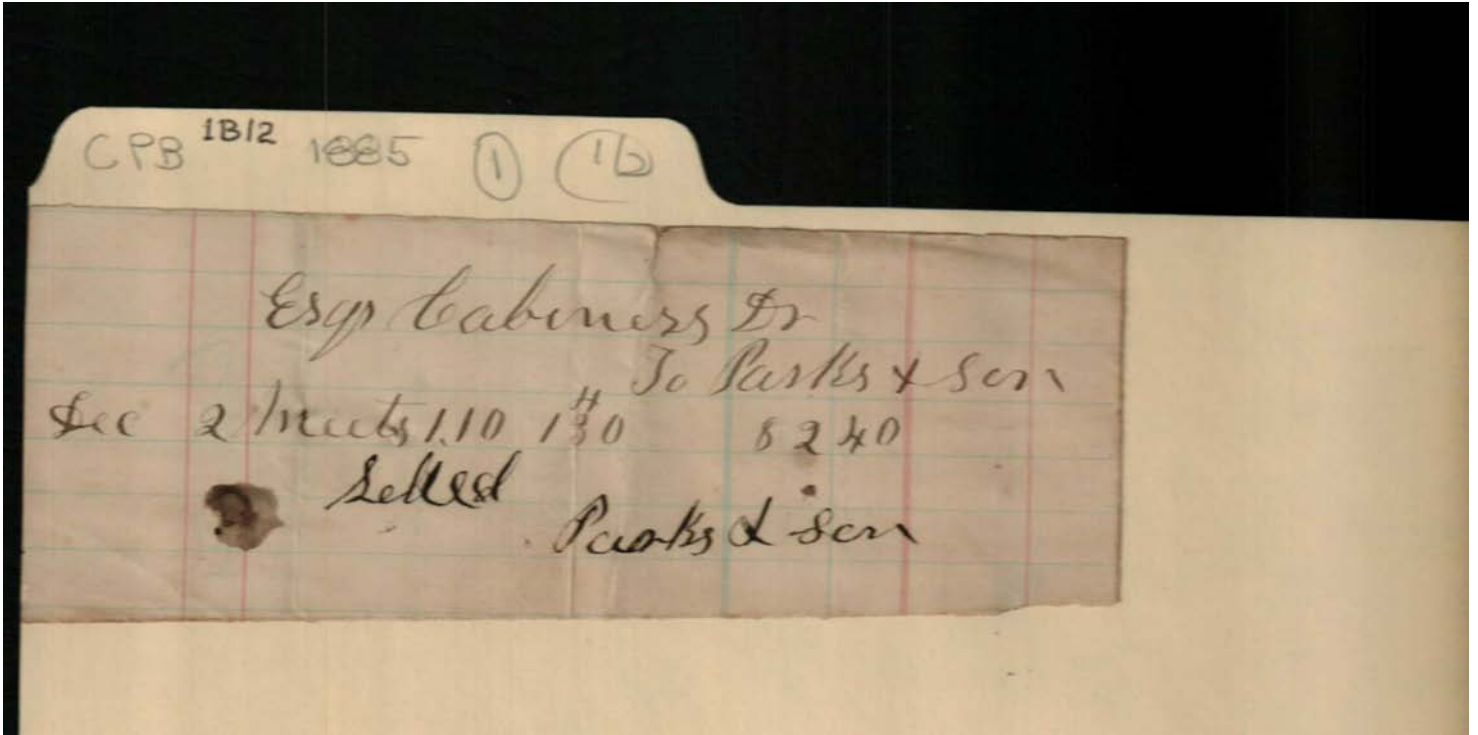
Parks & Son

Types:

account

Dates:

June 4, 1887



Names:

Cabaniss, S. D.

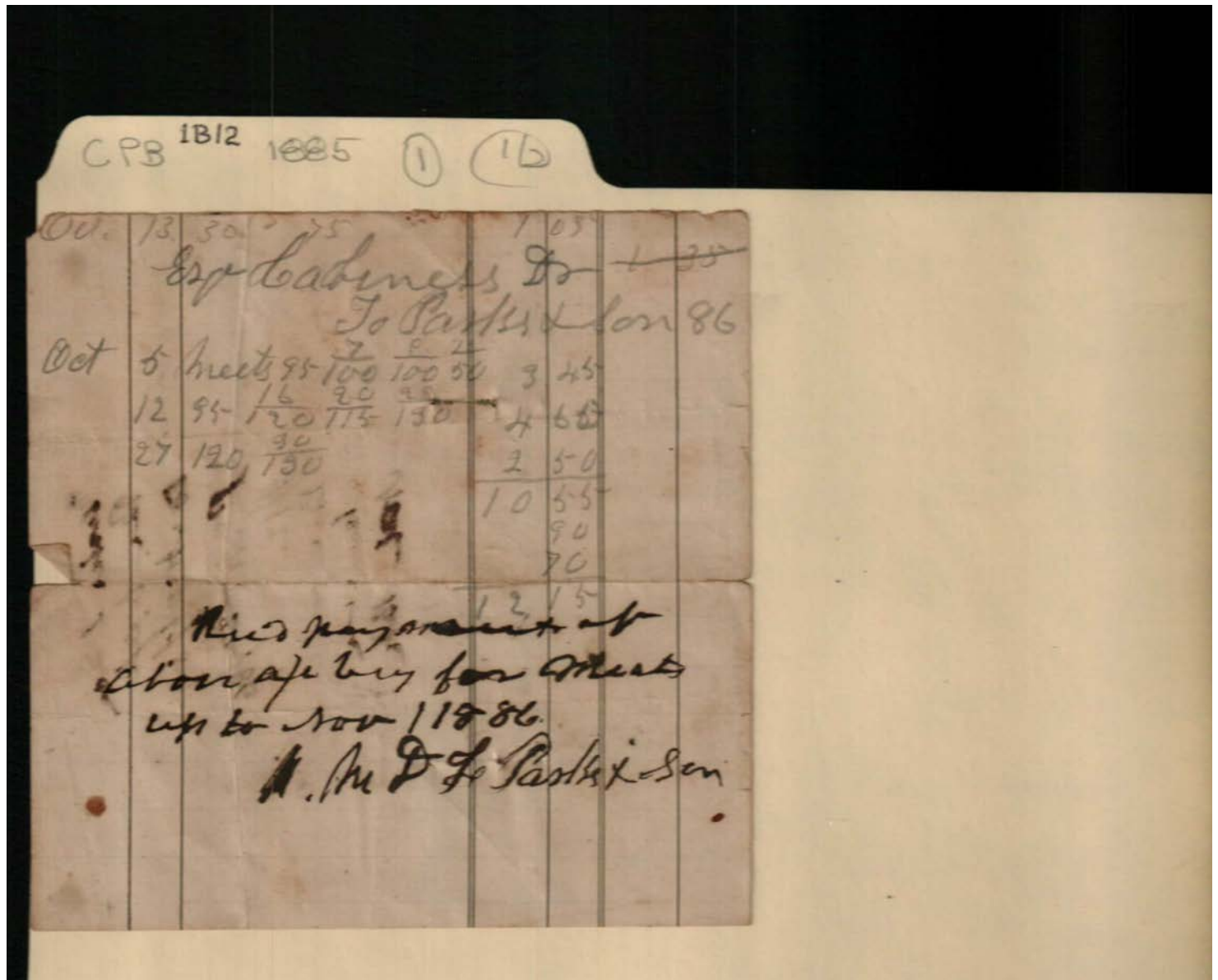
Parks & Son

Types:

receipt

Dates:

Dec 2



Names:

Cabaniss, S. D.

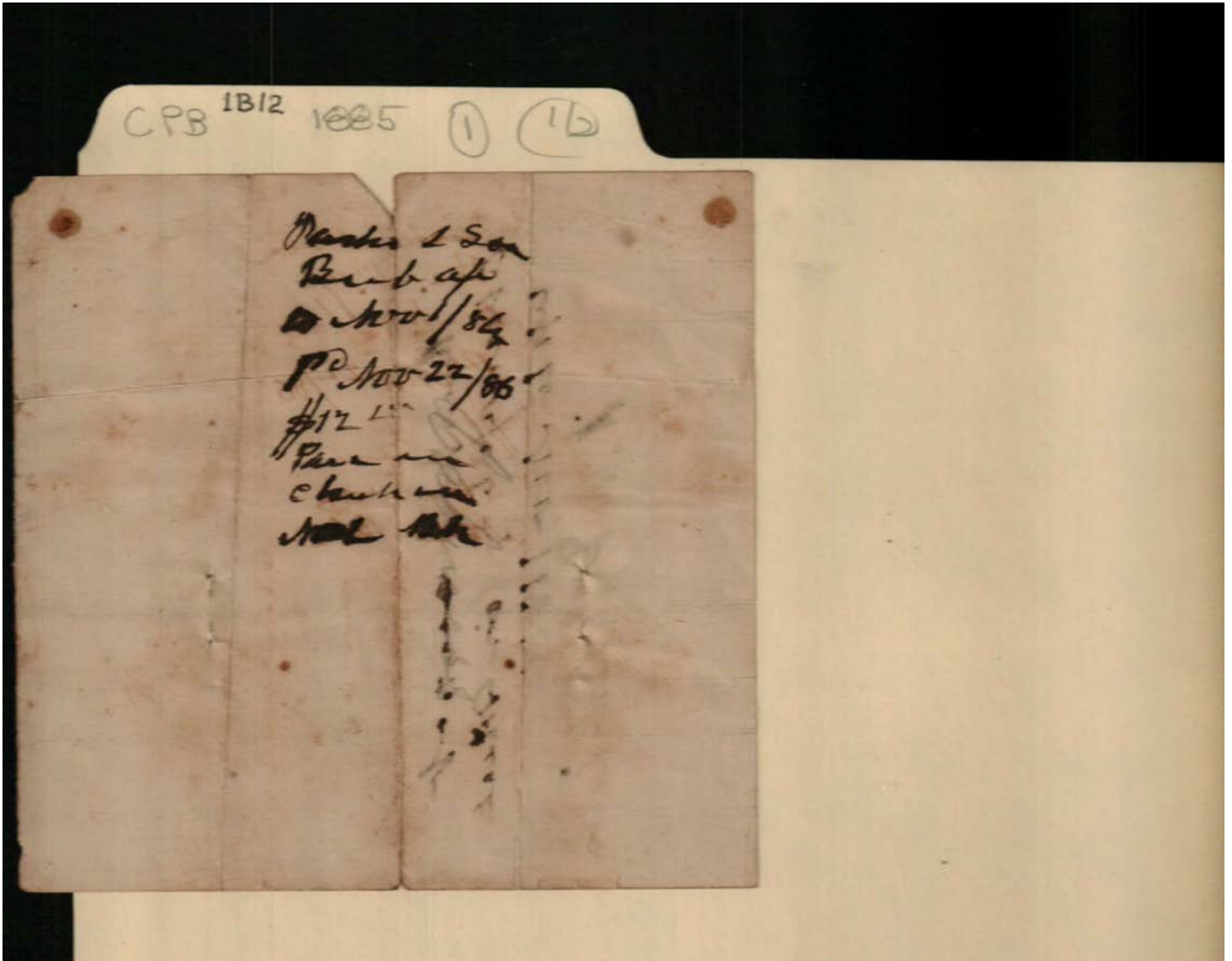
Parks & Son

Types:

receipt

Dates:

Nov 1, 1886



Names:

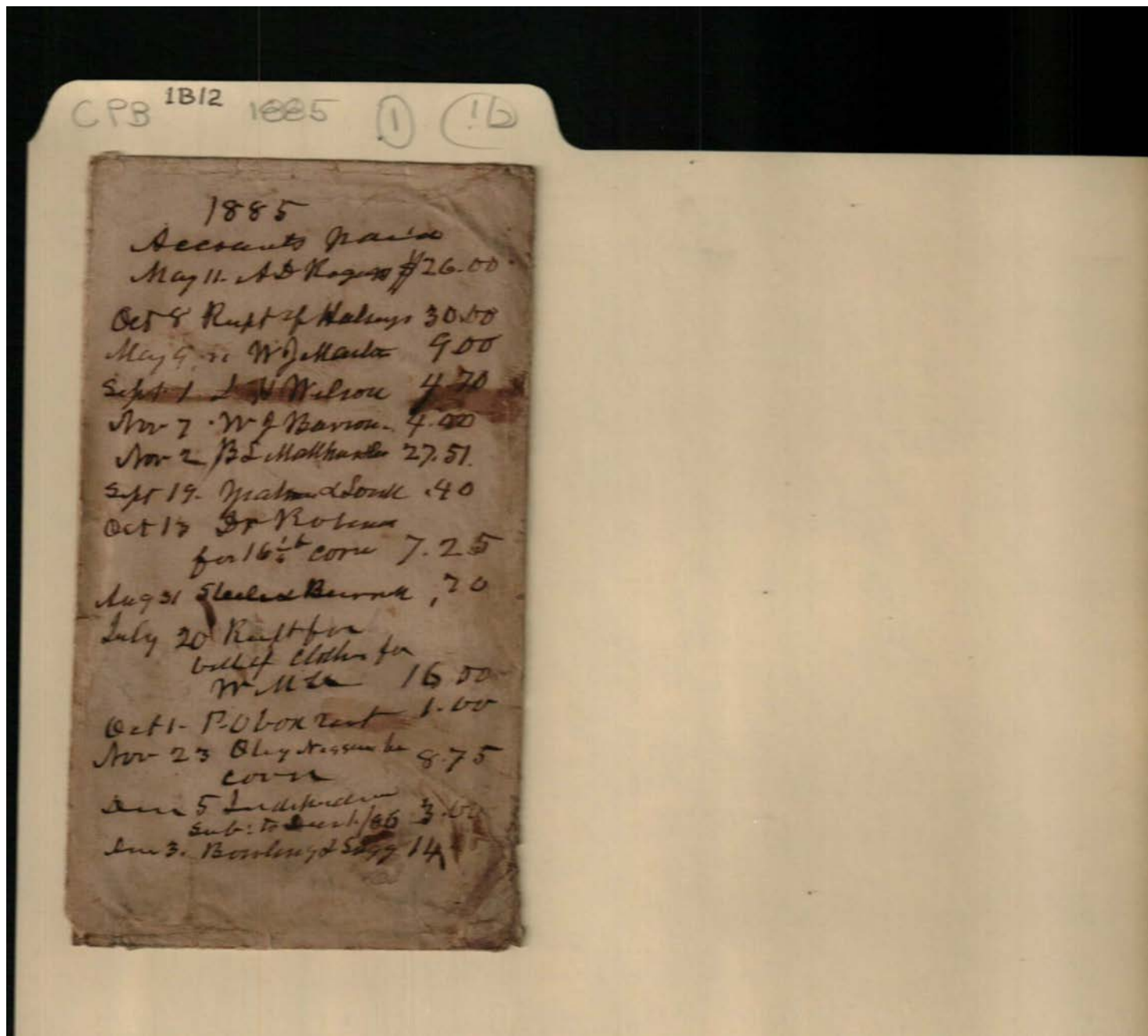
Parks & Son

Types:

receipt

Dates:

Nov 22, 1886



Names:

Barrow, W. J.
Bowling & Sugg
Halsey,

Mastin, W. J.
Mathews, B. L. &
Co.

Robinson, Dr.
Rogers, A. D.
Steele & Burnett

Wilson, L. H.
Yeatman & Lovell

Types:

account

Dates:

1885

CPB 1B12 1885 (1) (16)

The assignment of the debt for balance
of debt for balance in foreclosure
sent rendered 7 July 1885 in foreclosure
sent. to trust of assailed by creditors
on process of garnishment re Beane

Types:

scrap

CPB 1B/2 1885 (1) (16)

Washington
July 22 1885

Dear Mr. Cabaniss.

Capt. J. W. A. Wright,
the son-in-law of Prof Tutwiler is applying for Education
place, and has received many
strong endorsements, including,
I suppose, all or nearly all, of the
A. S. Delegation, when the Prof.
Tutwiler was living I had done
all I could to get Capt Wright
in the Geological Survey & failed,
so, when he applied to me after the
death of Prof. Tutwiler, I gave
him a strong recommendation,
as ^{coconut of} ~~coconut of~~ ^{particulars} ~~particulars~~
of his qualifications &c,

Names:

Cabaniss,

Tutwiler, Prof.

Wright, J. W. A.

Places:

Washington, D. C.

Types:

correspondence

Dates:

July 22, 1885

CPS 1B/2 1885 (1) (16)

It is too late for me to reverse
my action. I thought that
Secty Manning would appoint
Judge Dox as Register of the
Treasury, and took great
pains to present his claims,
but I suppose they could not
overlook the claims of Genl
Rosencrans. I agree with you
that Judge Dox merits the
support of our people. He stood
by us when others, with less
talent, including some of our
prominent "Fire Eaters", went
over to the enemy, and rode
us down with unfeeling cruelty.
I cannot forget those things &
will work for him every time

Names:

Dox, Judge

Rosencrans, Genl.

Places:

Washington, D. C.

Types:

correspondence

Dates:

July 22, 1885

C.P.B. 1B/2 1885 (1) (16)

I have no chance,
In this case I have no chance,
I will look out for opportunities
to help him & hope how
soon they may come around.
We have a good, sound, honest,
sincere, unaffected & courageous
President. If he is not in the
category of "great Statesmen", it
is because common sense is
not the attribute of great States-
manship. I believe it is, and that
it is more useful in that
sphere than it is in matters
of less consequence.
Our local appointments for Fla.
are now nearly all filled.
I think we have done very well.
I am glad that our state has
had no special cause for division
in reference to the appointments.

Places:

Washington, D. C.

Types:

correspondence

Dates:

July 22, 1885

CPB 1B/2 1885 (1) (16)

In other states we have found
from this cause very severely,
& sometimes scandalously.

Twenty five years of absence from
public service necessarily brings a
crisis in the formation of a new
government. We have passed the
point of danger with less of
injury to our party than I had
hoped. The example of Alabama,
in composing difficulties by a
friendly agreement, has not
been lost on other States, and
has taken the edge off of many
a sharp encounter that would
otherwise have happened. I am
coming to Ala, as soon as possible,
I don't know how I shall find
a chance to make any speeches
without seeming to thrust myself
on public attention, there being
no campaign in progress.

Very truly
John Morgan

Names:

Morgan, John

Places:

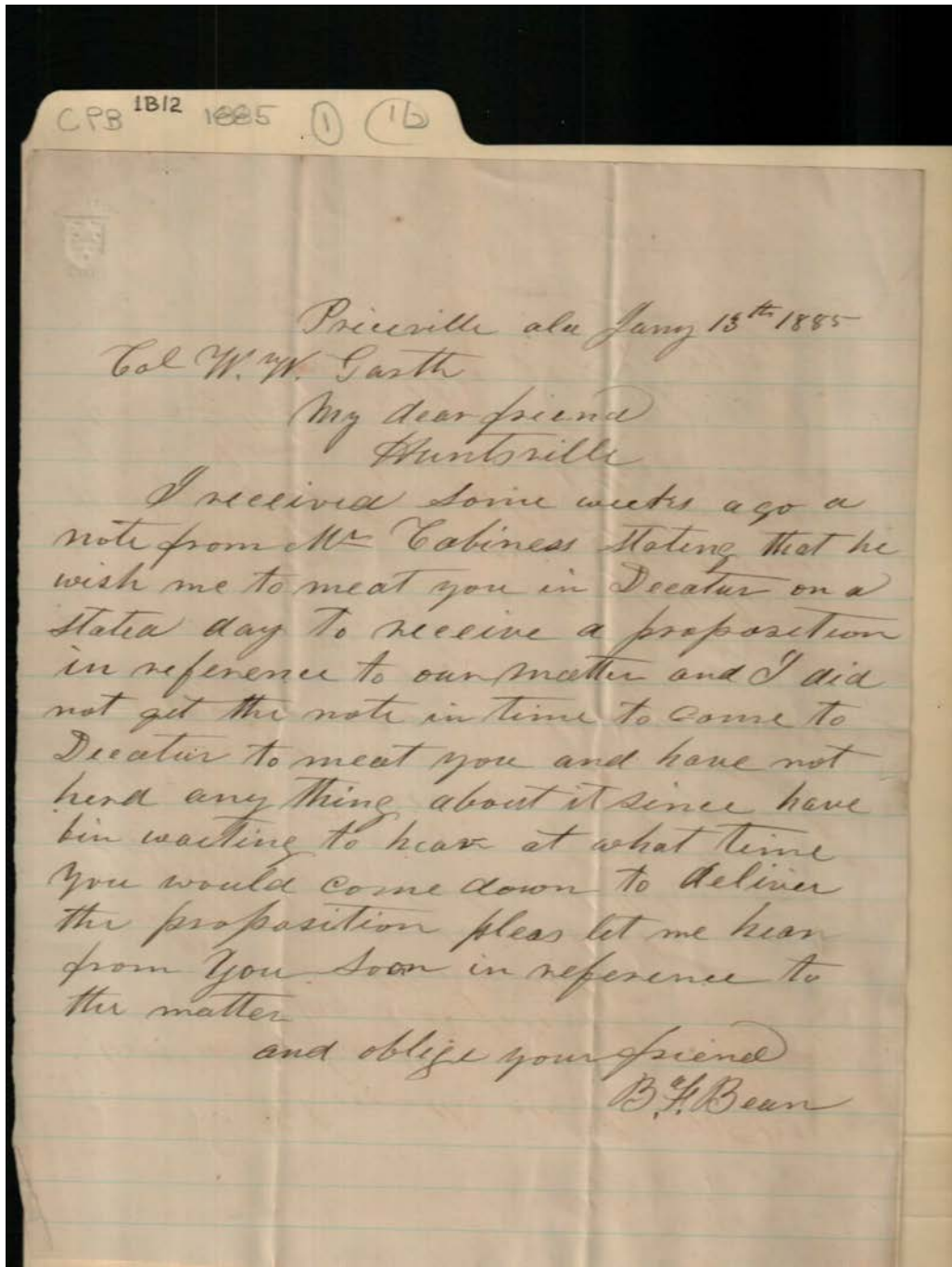
Washington, D. C.

Types:

correspondence

Dates:

July 22, 1885



Names:

Bean, B. F.

Cabaniss,

Garth, W. W., Col.

Places:

Priceville, Morgan
Co., AL

Types:

correspondence

Dates:

Jan 13, 1885

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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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