

Names:

Cabaniss, Mr.

Cabaniss, S. D.

Morgan, John T.

Places:

Washington, D. C.

Types:

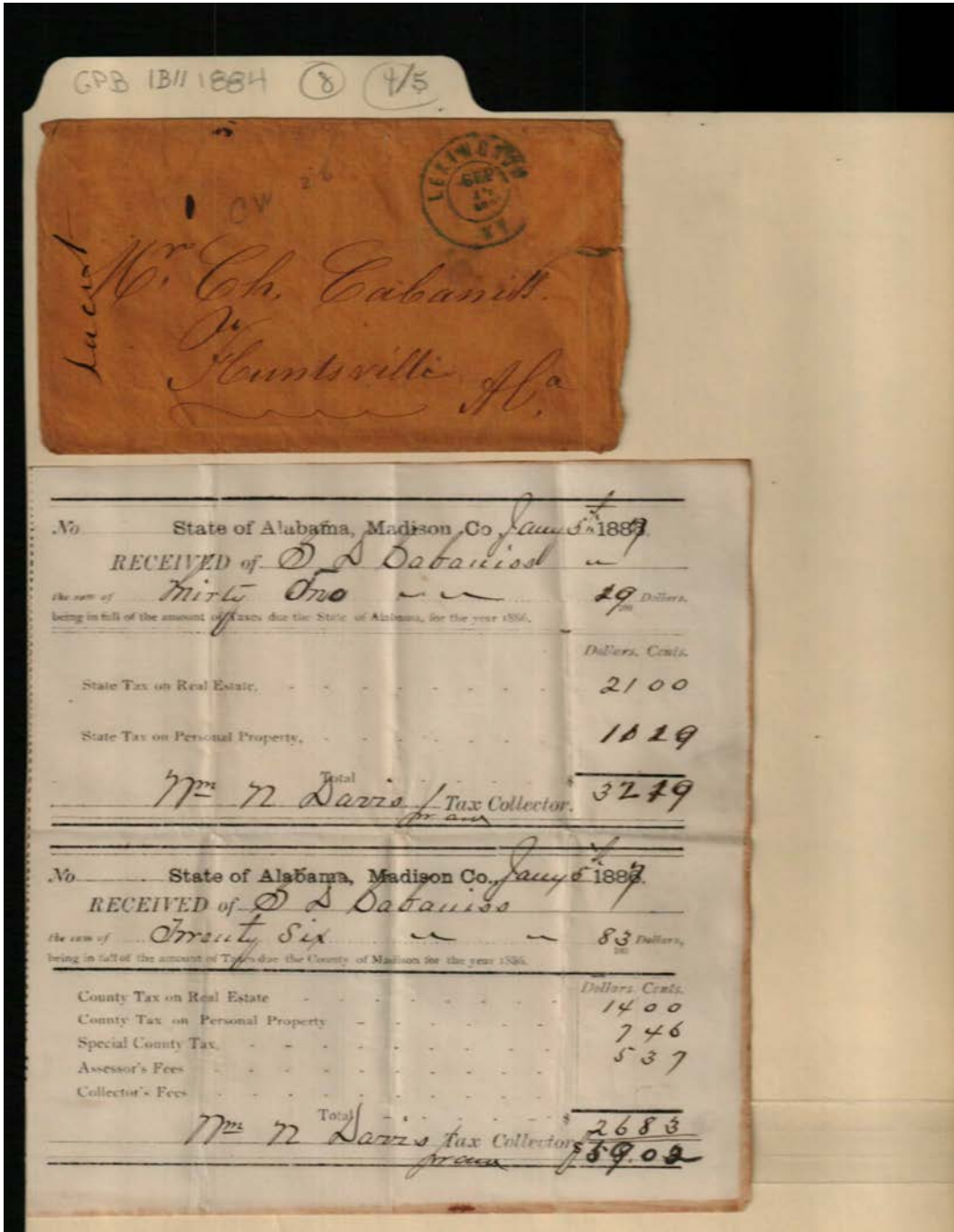
envelope

legal correspondence

Dates:

May 6, 1884

May 7, 1884



Names:

Cabaniss, Charles

Cabaniss, S. D.

Places:

Huntsville, AL

Madison Co., AL

Types:

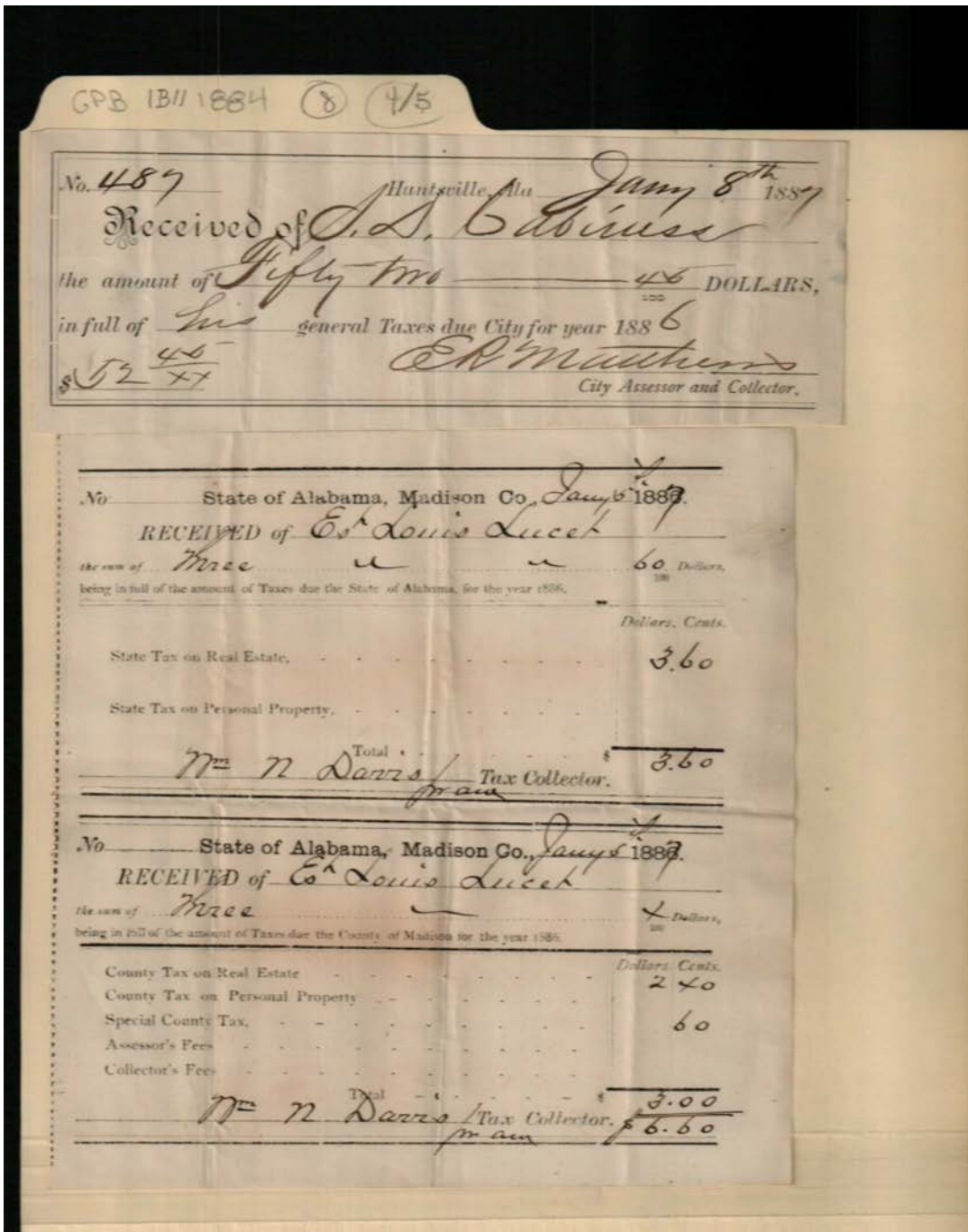
envelope

receipt

Dates:

Jan 5, 1887

Sept



Names:

Cabaniss, S. D.

Lucet, E. Louis

Places:

Madison Co., AL

Types:

receipt

Dates:

Jan 5, 1887

Jan 8, 1887

GPB 1311 1884 (8) 4/5

Separation of Lansden Nov 21 1884
Beneit

4 Mr L died in June 1876

5 Made no will - and no debt except as entered
in this suit

7 As to consideration of said note
We could have two notes for \$400 + \$200
borrowed money from his father & grandfather
M H Bone - This the only consideration
8. Valid consideration we did not have

9. As to consideration being an indebtedness
to himself - says it was fully paid
under 7th Sup

10. And gave solely to protect Bone for
payment of two notes - To have effect
as Mortgage, & by Bone own suggestion
at time & to keep off other creditors
from the plaintiffs in the land
Agreement at time ^{Contract} such was created

11. Calls for full statement of agreement
& refers to
Lansden. When Bone's debt was set
forth he was to pay back to plaintiffs
Lansden & wife the same amount

Names:

Bone, M. H.

Lansden,

Types:

legal notes

Dates:

Nov 21, 1884

GPB 1B11 1884 (8) (4/5)

12. *As to agreement*
Went to release possession under
his claim was satisfied

13. "When did he take possession & how long
he held it"
Ans in July 1877 - *Spanna* made for
and in Nov or Dec '82 - He claims that
he has possession up to this time he
I say he has not the possession

14. Gift has rec'd all the profits & rents,
from time he took possession of plants
here up to this present time -

15. Simple & brief but as to abandonment
by diff in early part of 1883
Ans - long detail of conversation
with Bone when he demanded deed in
1882 & not response

17th & 18th took possession & had it at
17th Commencement of suit

18 & 19 as to refusal of Bone to convey lands

20. 2p. As to management of land by Bone
and how much should have been rec'd

21. In answer gives his estimate
& speaks of how sale of 50 ac was made
m/1877

Names:

Bone,

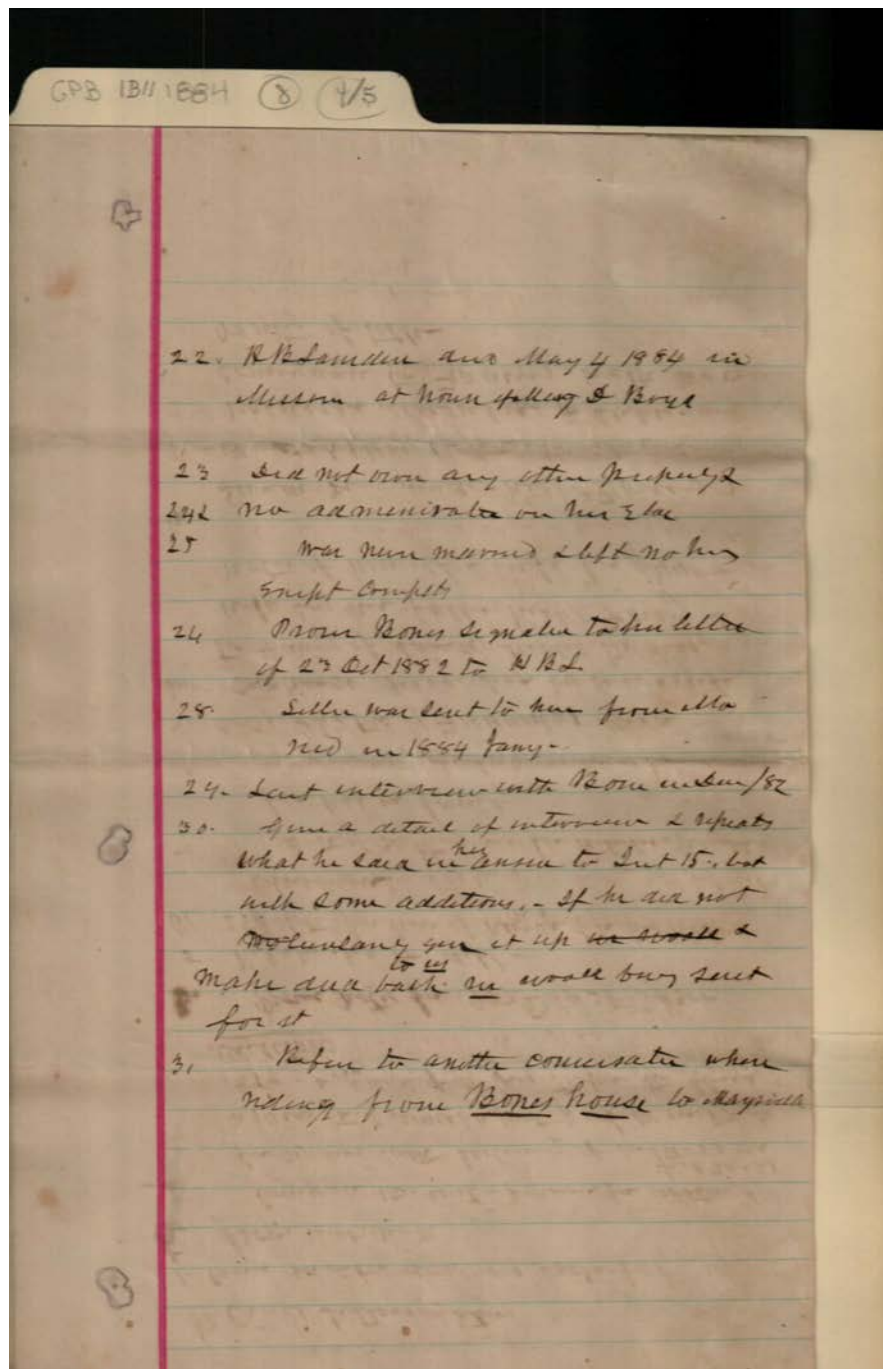
Lansden, A. D.

Types:

legal notes

Dates:

Nov 21, 1884



Names:

Bone,

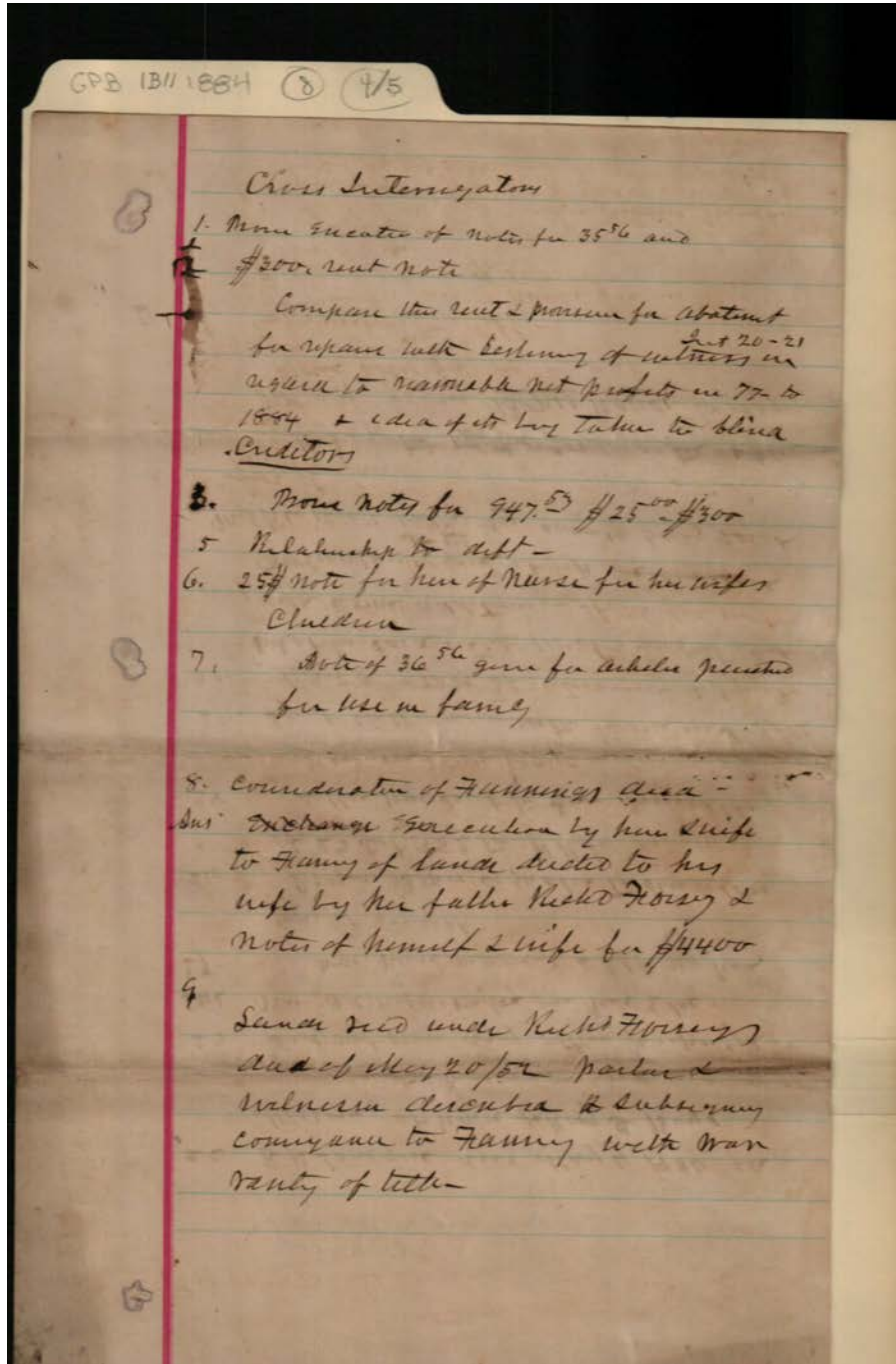
Lansden, A. B.

Types:

legal notes

Dates:

Nov 21, 1884



Names:

Fanning,

Forsey, Richard

Types:

legal notes

Dates:

Nov 21, 1884

GPB 1B11 1884 (8) 4/5

Gainesville June 5th /84

Hon S. D. Cabaniss Dear Sir

Parts of 3^d rec today, & contents noted
The blanks for proofs, will receive from
& returner to J. E. Johnston & Co Atlanta Ga
General Southern agt. New York Life
The papers for Mrs Snedecor, proofs will
rec. & return in the same course &
the checks for payment her through
that office. to Mr. Smith, as well as letter
will sent direct,

The Mr. Smith is a lawyer residing
in Livingston, & Mr. Chapman's legal
advice, I presume, & to him he has
committed his imaginary claims. & my
belief is it is only to get a full set of it
of course what I write you is strictly private
I don't believe they will institute proceedings
at all. you need have no fears of my

Names:

Cabaniss, S. D.
Chapman, Mr.

Johnston, J. E.
Smith, Mr.

Snedecor, Mrs.

Places:

Gainesville, AL

Types:

legal correspondence

Dates:

June 5, 1884

CPB 1B11 1884 (8) 4/5

in anticipating your interest in Montpelier, I
 appreciate it, & I will repeat what I have
 said before I am always glad to receive
 any advice you may give.

Mr. Dunlop got advances for farming,
 from Barnum's merchant in Mobile
 Mr. Snedcor, giving as security. they both
 afterwards gave mortgages on their lands
 to secure it (the mortgage) it was
 about to be foreclosed, & land was adv-
 to be sold. they borrowed about \$10,000 from
 land syndicate. paid off old claims
 by compromise & got a mortgage
 to land syndicate. which mortgage includes
 all of Dunlop's lands & Snedcor's
 lands in Green Co. it has think three
 years yet to run. nothing having been
 paid on it except interest. I am of the
 opinion, the claim when due will
 absorb all the lands & perhaps then not
 satisfy the claim. I cannot think
 there is any claims against Snedcor's est-
 of first debt to Holiday. I am confident
 there is none, neither as principal or
 security. The Holiday's debt first to his

Names:

Dunlop, Mr.

Snedcor, Mr.

Places:

Gainsville, AL

Types:

legal correspondence

Dates:

June 5, 1884

GPB 1B11 1884 (8) (4/5)

complications with dunlop. & outside
of that complication. I am of the opinion
that the experts are but little perhaps
2 or \$3000⁰⁰. if I can in any way
help of any old claims to be I will
advise you. but I have no idea there
is any.

Respectfully
E. N. Kring

Names:

Dunlop, Mr.

Kring, E. N.

Places:

Gainsville, AL

Types:

legal correspondence

Dates:

June 5, 1884

GPB 1311 1884 (8) (4/5)

Huntsville Ala June 7, 1884

Mr E. N. Kring
Gainesville Ala -

Dear Sir -

In your letter of 29 Wt. you mention that you had procured an allotment to Sallie under exemption laws, of \$1000 in personal property, mostly in Mules & Cattle - You do not however speak of having ^{had} assigned to her a Homestead exemption; though in a former letter you state that the family residence does not exceed in value \$2000 -

If not already done I would suggest that you advise with Mr Head in regard to it - I think your will of course be governed by the advice of your Attorney, ^{yet} in as much as you have heretofore invited suggestions from me, I think it not improper for me to say, that according to my impressions of the law, it is your duty as guardian to have the homestead allotted to Sallie alone, and to rent it out until she shall have become of age ⁽²¹⁾ or shall marry ^{with your consent} and I think proper to

Names:

, Sallie

Head, Mr.

Kring, E. N.

Places:

Gainesville, AL

Huntsville, AL

Types:

legal correspondence

Dates:

June 7, 1884

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 11, Folder 8
Legal and court documents, 1884 (4 of 5)

Image 12 r01b11-08-000-0012 [Contents](#) [Index](#) [About](#)



Names:

Cabaniss, S. D.

Kring, E. N.

Places:

Gainesville, AL

Huntsville, AL

Types:

envelope

Dates:

June 6, 1884

GPB 1B11 1884 (8) 4/5

Gainesville Ala May 3rd /84

Hon S B Cabaniss

Dear Sir

Yours of 28th just recd. & I had but few minutes to reply before court closes: I know they don't require the 60 days under ordinary circumstances but Mr. Reese told me under the circumstances they would wait the 60 days. you misunderstood me about not hearing from the Equitable. I had not heard from New York Life except to ask receipt. I sent papers to J. B. Reese of Mobile for the Equitable. I shall wait till last of next week & if not paid shall make demand for same. I think the co knowing to whom policies are payable should come forward & pay without any reference to children. no time to write more. write you yesterday Rich E. Whiting

Names:

Cabaniss, S. D.

Kring, E. N.

Reese, J. C.

Places:

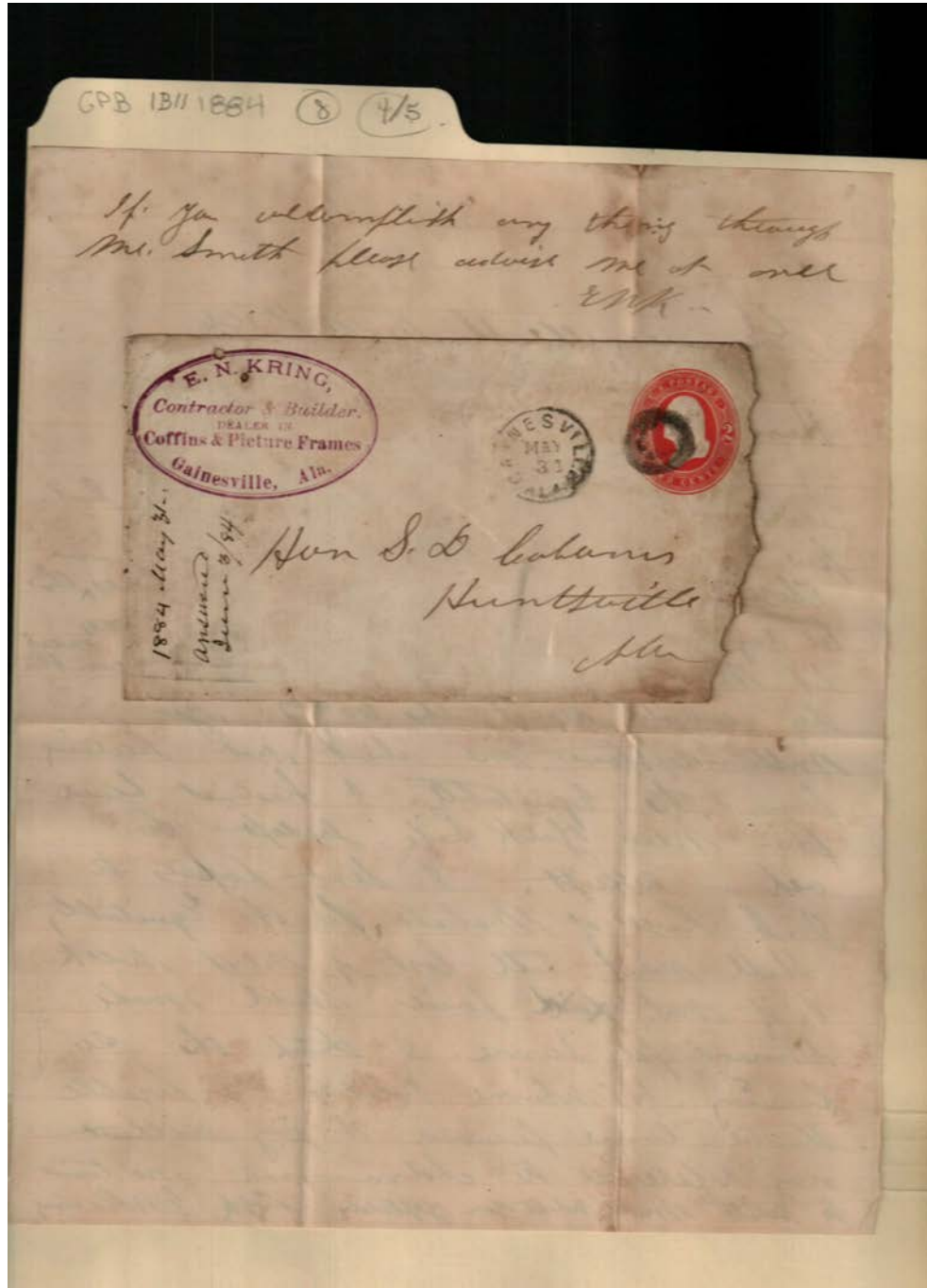
Gainesville, AL

Types:

legal correspondence

Dates:

May 3, 1884



Names:

Cabaniss, S. D.

Kring, E. N.

Smith, Mr.

Places:

Gainesville, AL

Huntsville, AL

Types:

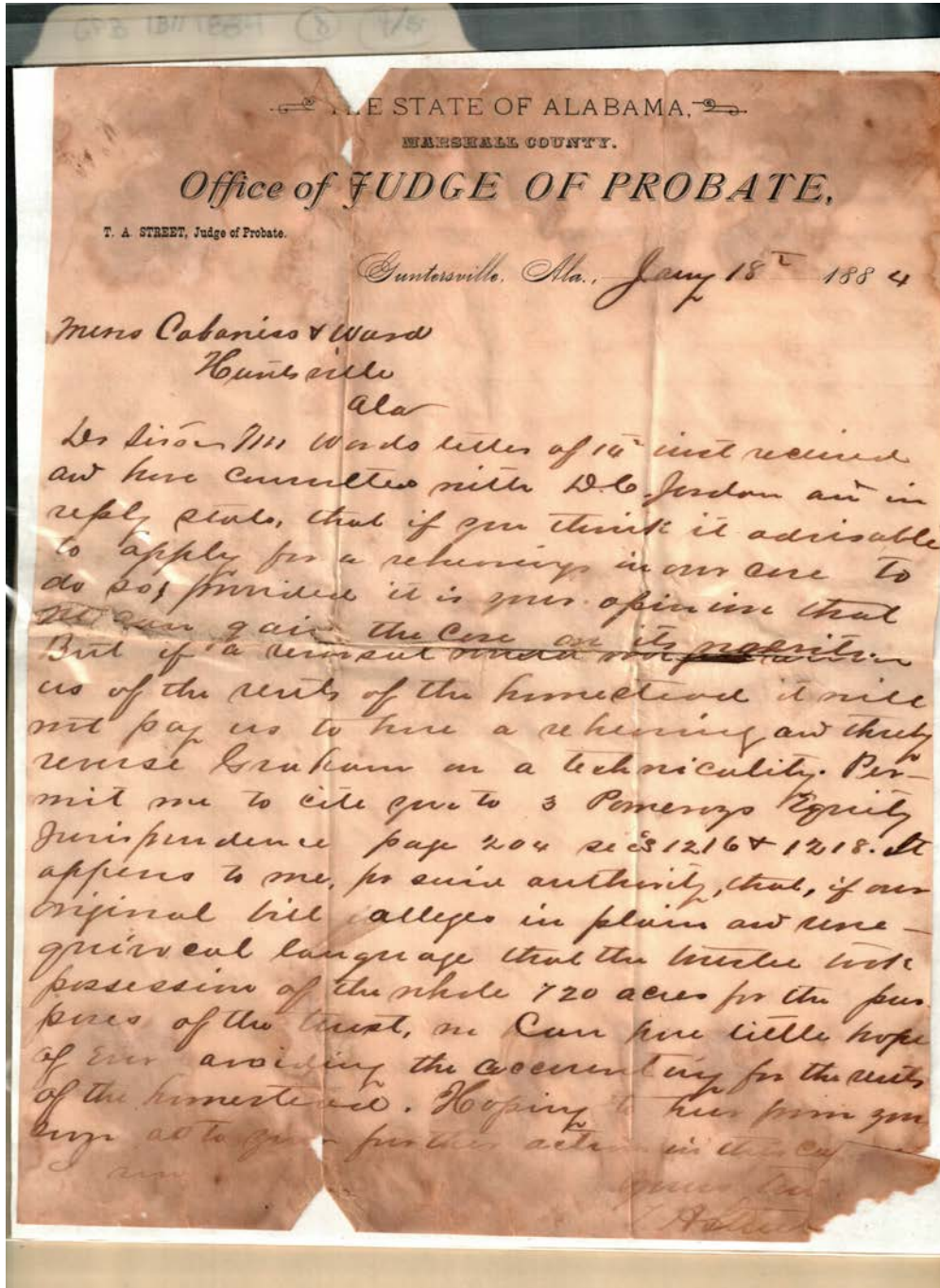
envelope

legal correspondence

Dates:

May 3, 1884

May 31, 1884



Names:

Cabaniss & Ward

Jordan, D. C.

Street, T. A.

Places:

Guntersville, AL

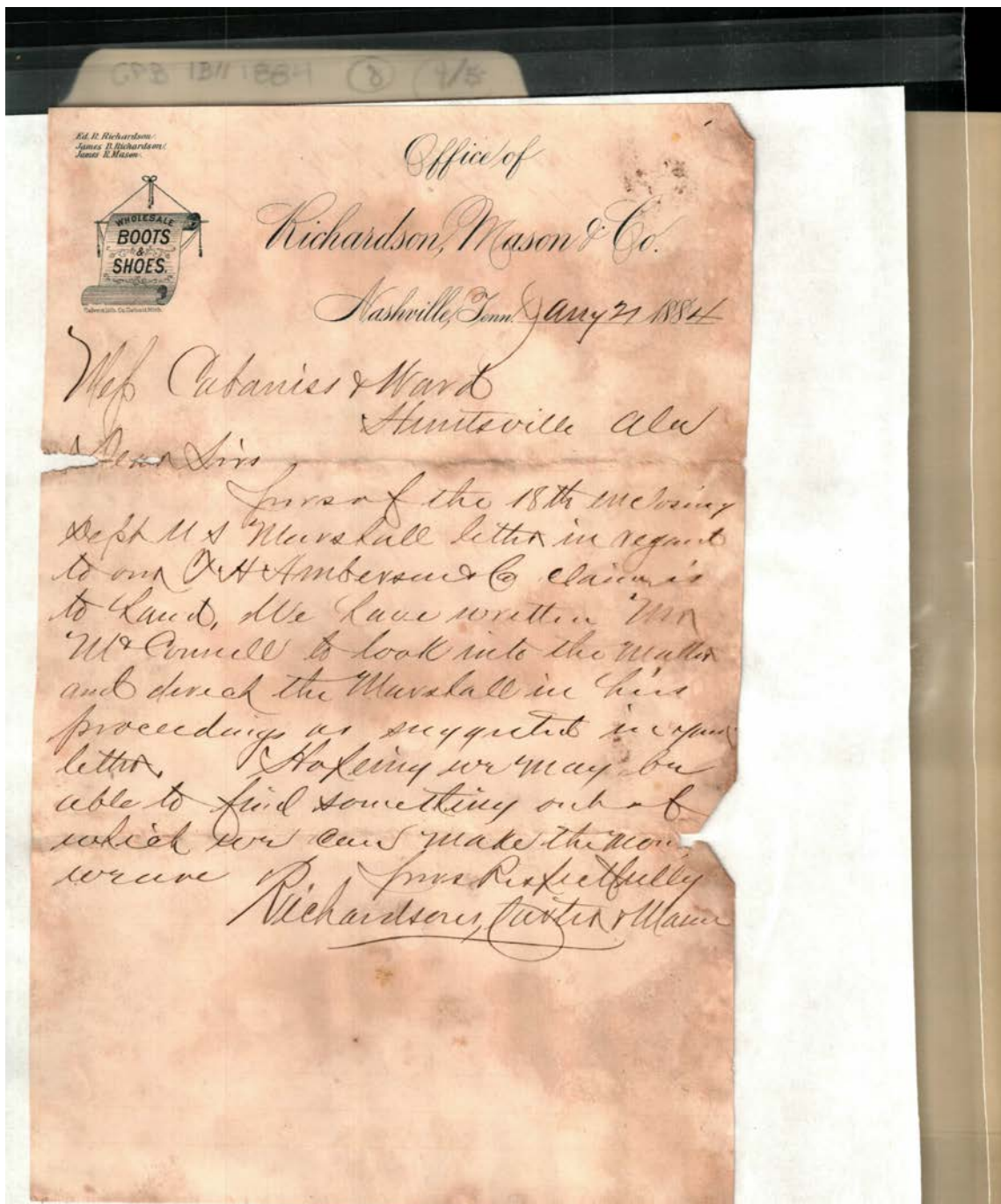
Huntsville, AL

Types:

legal correspondence

Dates:

Jan 18, 1884



Names:

Amberson, T. H. &
Co.

Cabaniss & Ward
McConnell, Mr.

Richardson, Mason &
Co.

Places:

Huntsville, AL

Nashville, TN

Types:

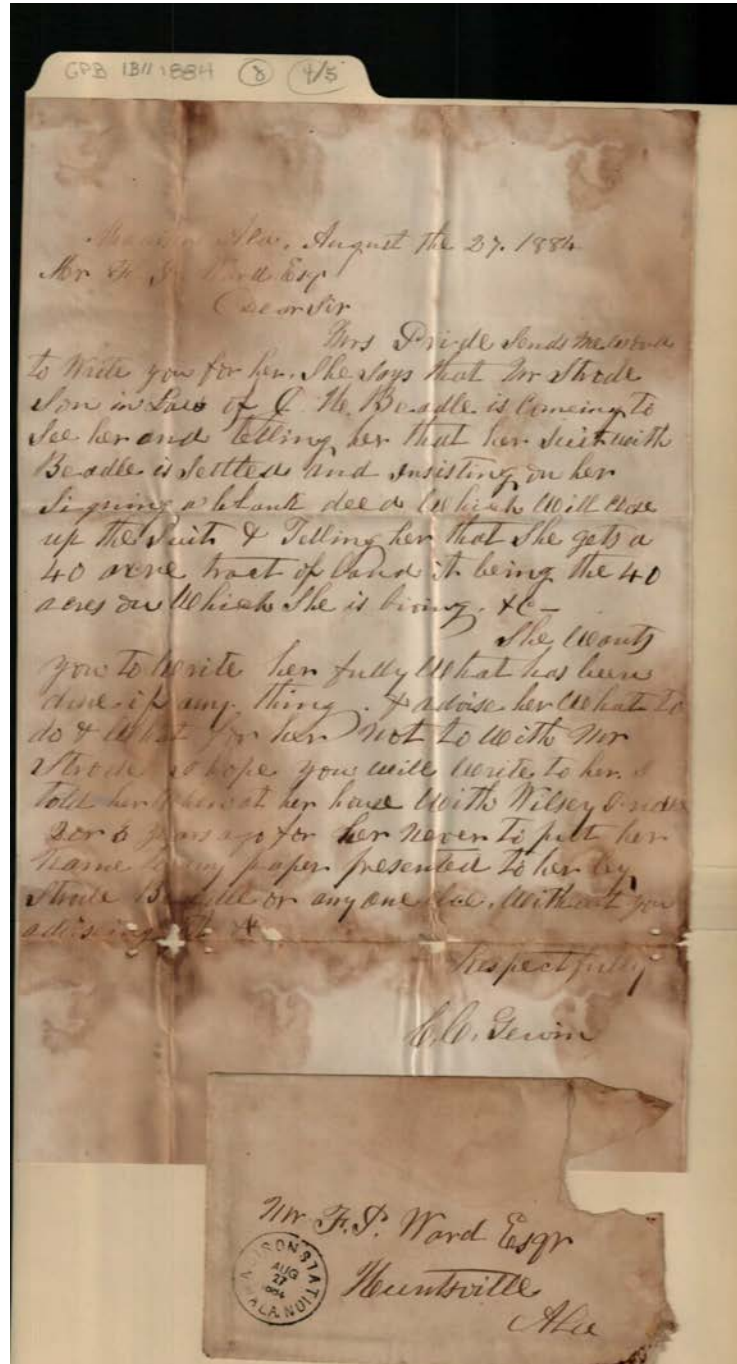
legal correspondence

Dates:

Jan 21, 1884

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 11, Folder 8
Legal and court documents, 1884 (4 of 5)

Image 17 r01b11-08-000-0017 [Contents](#) [Index](#) [About](#)



Names:

Beadle, J. H.
Gewin, C. C.

Pride, Mrs.
Pride, Wilsey

Strode, Mr.
Ward, F. P.

Places:

Huntsville, AL

Madison, AL

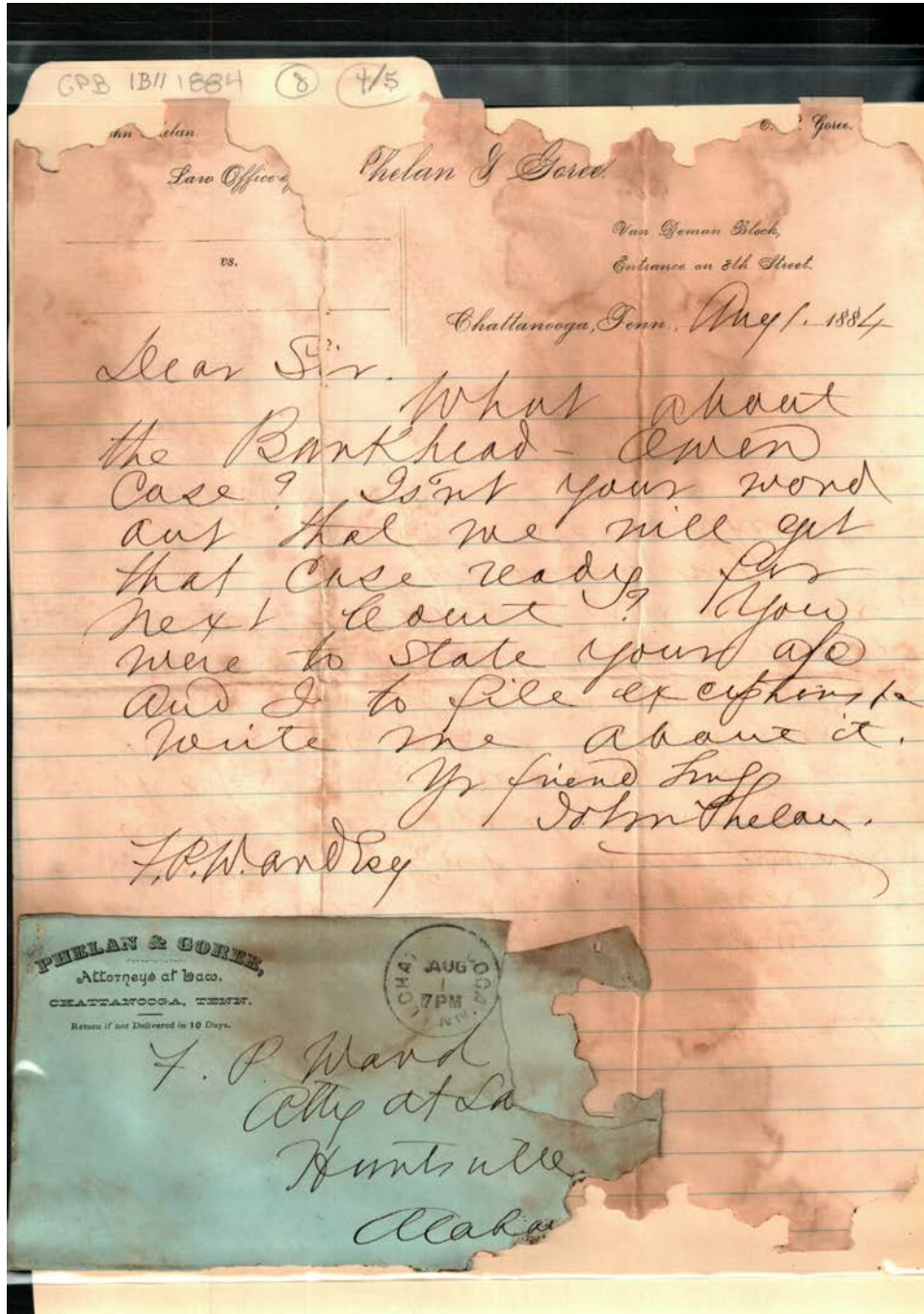
Types:

envelope

legal correspondence

Dates:

Aug 27, 1884



Names:

Bankhead,
Owen,

Phelan & Goree
Phelan, John

Ward, F. P.

Places:

Chattanooga, TN

Huntsville, AL

Types:

envelope

legal correspondence

Dates:

Aug 1, 1884

GPB 1B11 1884 (8) (4/5)

1884

Pine Bluff Oct
Francis P. Ward

Dear Sir I seat
to write you a few lines
in regard to my father
land it is situated in ma-
-ison county Ma-
-lowville now Ma-
-ville my fathers name
was William Rountree
a son of Woodson. Wood-
-son Rountree my
mothers Maiden name
was Elizabeth Bonham
as well as I can re-
-lect I think there is
some money due on
place yet I think that
sold to Gurley
Carrington or

Names:

Bonham, Elizabeth
Carrington,

Gurley,
Rountree, William

Rountree, Woodson
Ward, Francis P.

Places:

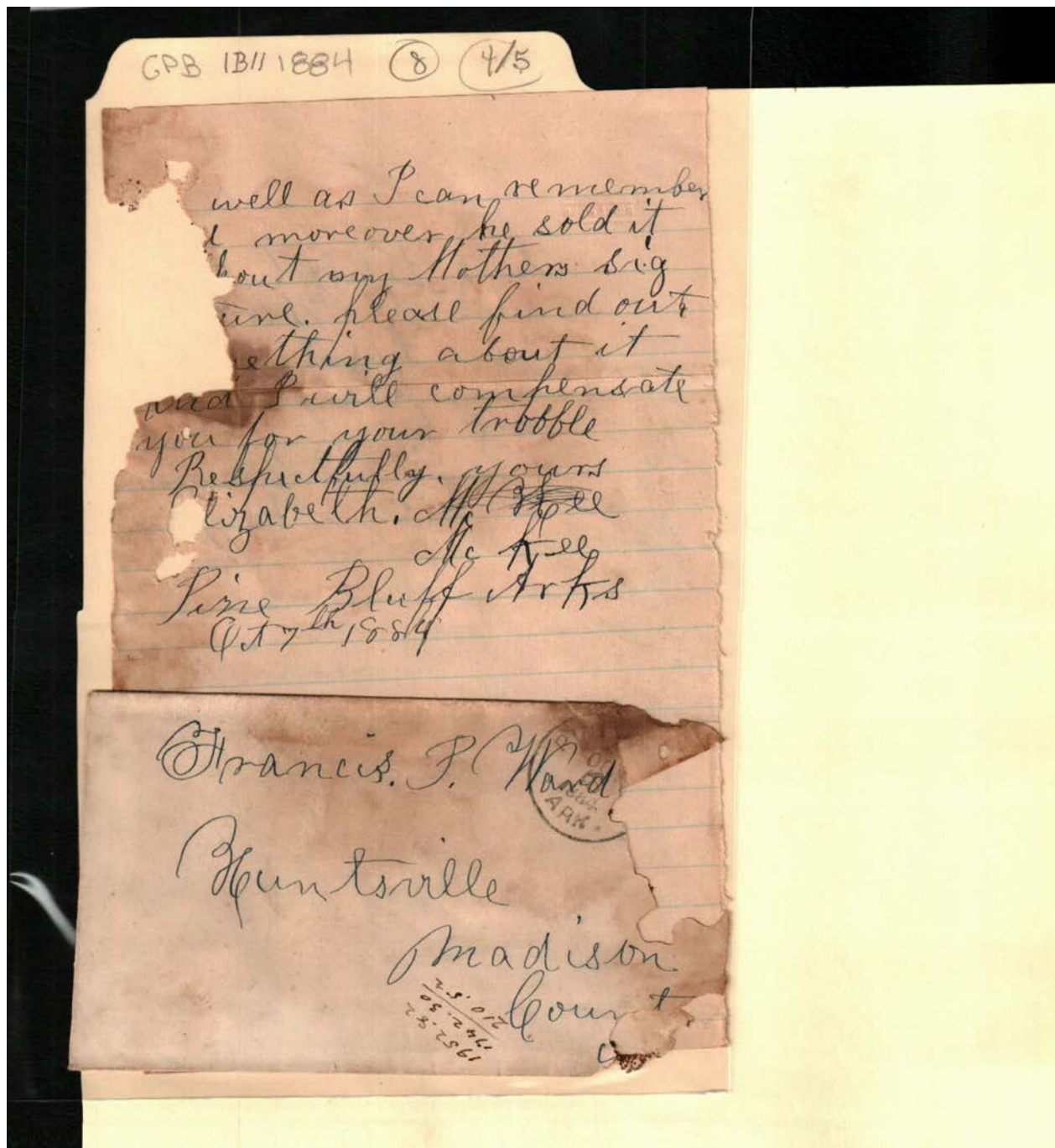
Pine Bluff, AR

Types:

correspondence

Dates:

Oct 7, 1884



Names:

McKee, Elizabeth

Ward, Francis P.

Places:

Huntsville, AL

Pine Bluff, AR

Types:

correspondence

envelope

Dates:

Oct 7, 1884

GPB 1B11 1884 (8) 4/5

Birmingham Ala
Aug. 30/84

J. P. Ward Esqr
Dear Sir,

For some time, I have tried ineffectually to collect the enclosed note of J. F. Thomason, Esq. Sept. U. S. Marshall - given on Sept. 4/82 for \$55.90 & payable to my order on day after date.

I obtained from Thomason more than one year ago an order for the Am. of said note on Marshall J. Sloss, & Sloss has written acknowledging the possession of said order & promising to pay it out of any amount of pay due said Thomason, but he has delayed making his settlement with Thomason, so long that I wish to know how the matter stands. Thomason is, I now think, an unprincipled scoundrel, & would, if he could, draw all his arrears of pay without making provision for the payment of my note. I have relied chiefly upon Col. Sloss to secure me, but he has written me nothing for some time.

Names:

Sloss, J.

Thomason, J. F.

Ward, F. P.

Places:

Birmingham, AL

Types:

legal correspondence

Dates:

Aug 30, 1884

GPB 1B11 1884 (8) 4/5

Our mutual friend, M. H. Steele, former
of Huntsville, has recommended you to
me in such terms, that I am inclined
to entrust to your energy & professional
skill the collection of this note.

I suggest that you first see Col. Sloss
& ascertain the true state of Thomason's
account with him. Sloss has made
such friendly proposals or promises to
collect the money for me, that I will
not distrust him until I know more.

If you are satisfied on inquiry that
you can do nothing on the premises,
please return the note to me with your
suggestions. Being in the professional
line myself, I will gladly reciprocate
any services rendered me.

Yours respectfully
Peyton G. King

Names:

King, Peyton G.

Sloss, Col.

Steele, M. H.

Thomason,

Places:

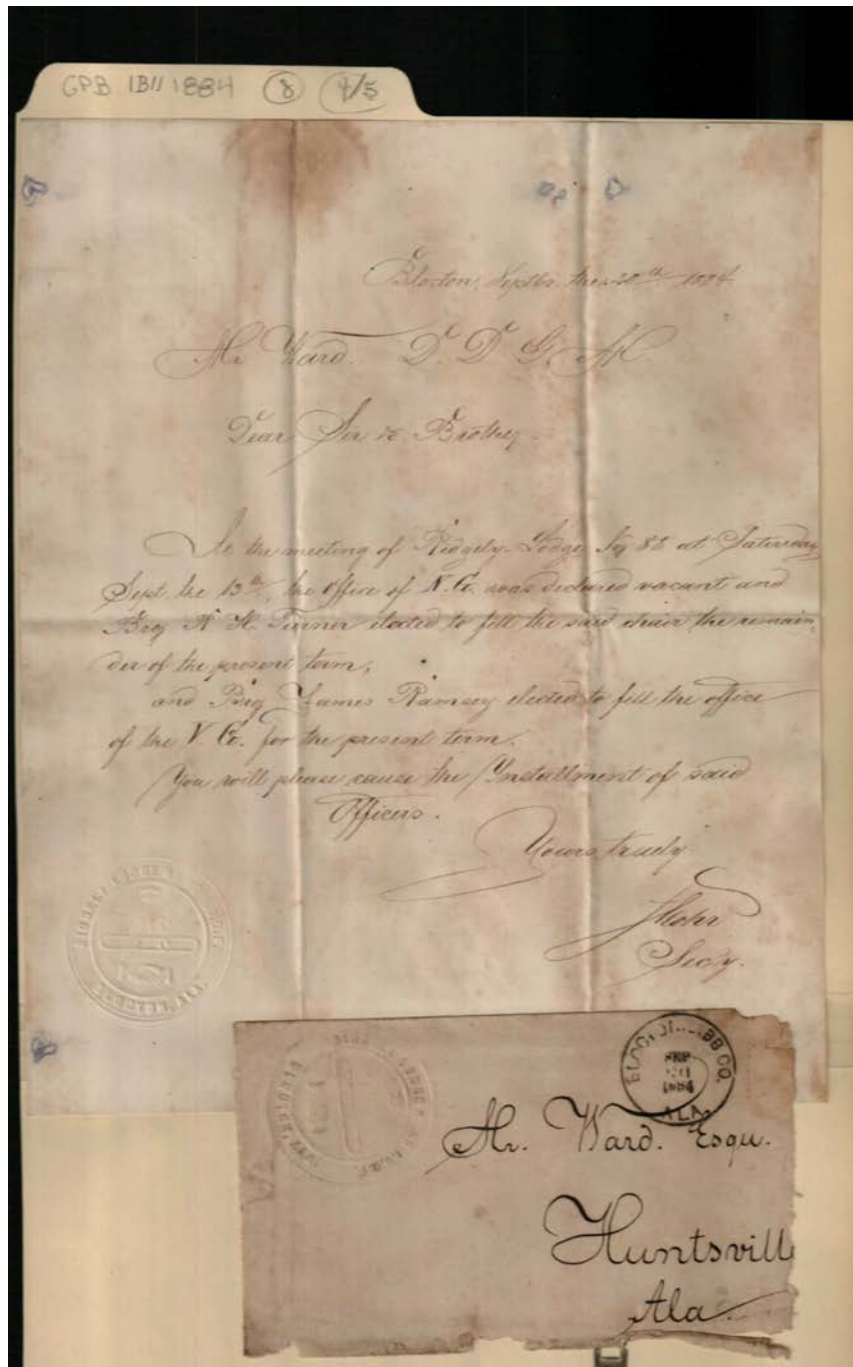
Birmingham, AL

Types:

legal correspondence

Dates:

Aug 30, 1884



Names:

Ramsey, James

Turner, W. H.

Ward, Mr.

Places:

Blocton, AL

Types:

correspondence

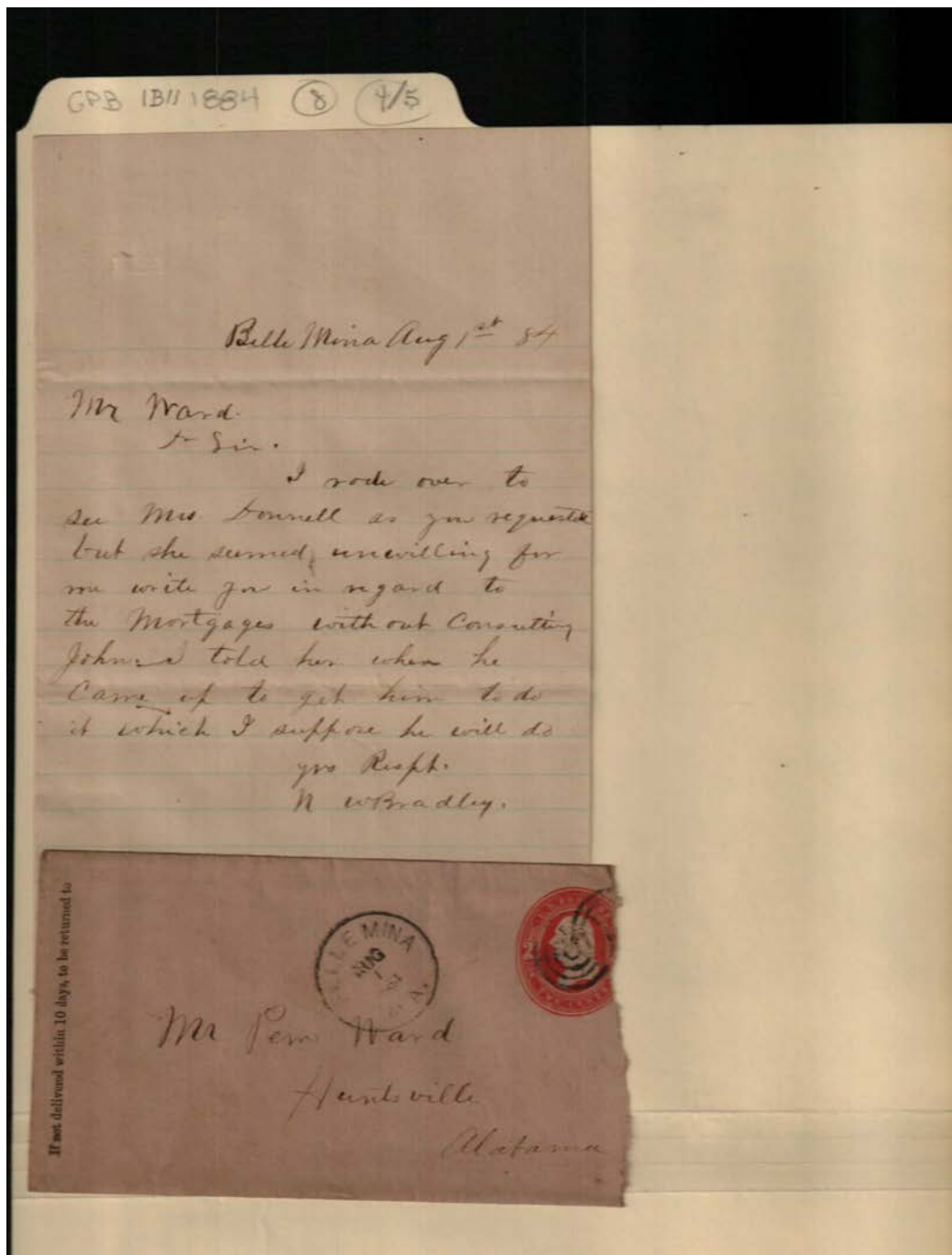
Dates:

Sept 20, 1884

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 11, Folder 8

Legal and court documents, 1884 (4 of 5)

Image 24 r01b11-08-000-0024 [Contents](#) [Index](#) [About](#)



Names:

, John
Bradley, N. W.

Donnell, Mrs.
Ward, Mr.

Ward, Pem

Places:

Belle Mina, AL

Huntsville, AL

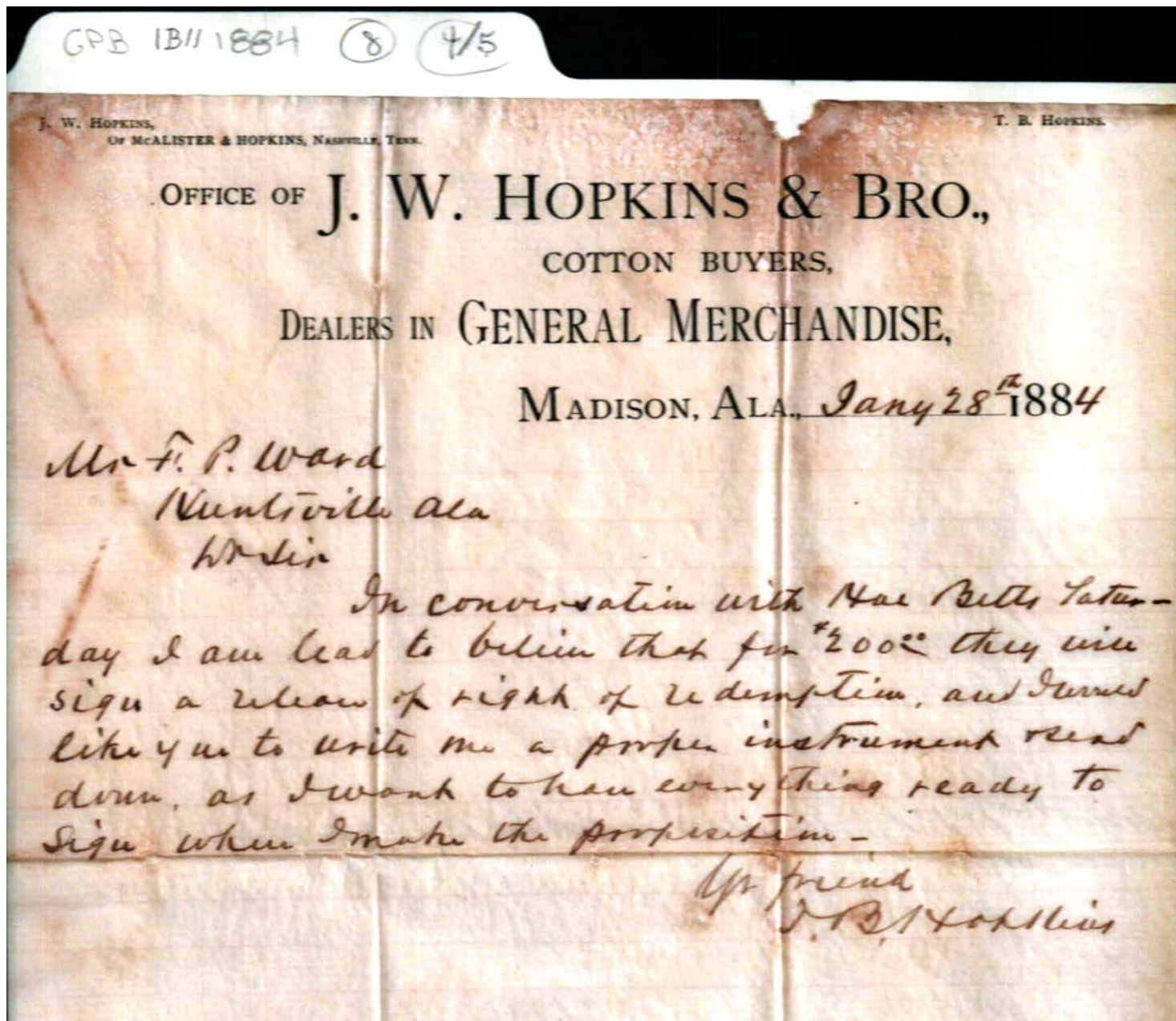
Types:

correspondence

envelope

Dates:

Aug 1, 1884



Names:

Betts, Mae

Hopkins, J. W. & Bro.

Hopkins, T. B.

Ward, F. P.

Places:

Huntsville, AL

Madison, AL

Types:

legal correspondence

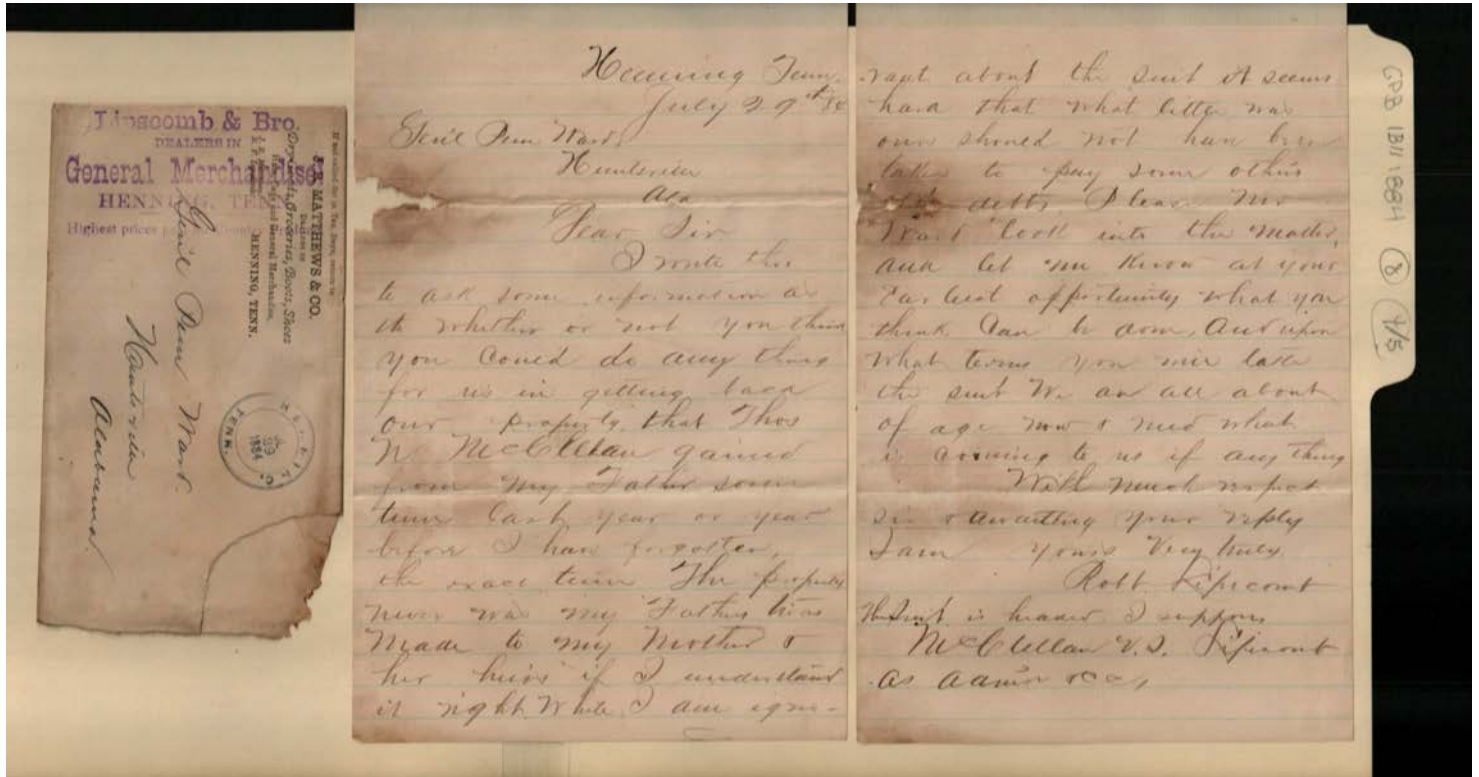
Dates:

Jan 28, 1884

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 11, Folder 8

Legal and court documents, 1884 (4 of 5)

Image 26 r01b11-08-000-0026 [Contents](#) [Index](#) [About](#)



Names:

Lipscomb & Bro.
Lipscomb, Robert

McClellan, Thomas
N.

Ward, Pem Gen'l

Places:

Henning, TN

Huntsville, AL

Types:

correspondence

envelope

Dates:

Jul 29, 1884

GPB 1B11 1884 (8) 4/5

(Copy)

Huntsville Ala Feb 23 1884

Mr Henry P Goddard
agent in
No 1 St Paul Street
Baltimore Md.

Dear Sir; Yours of the 18th inst, is received.
Enclosed you will find the required affidavit.
You say that the amount of the loan must
not exceed \$3000, from which must be
deducted \$489.54, the amount of my note.
I hope you will not insist upon this limita-
tion. The sum I wished to borrow was
not less than \$3500, which I supposed would
be made safe beyond peradventure by the
policy. Inquiry here through the National Bank
or otherwise will inform you as to my financial
status. I want the money for a special purpose.
If, therefore, you will not loan me \$3000, subject
to the deduction of the note for \$489.54, I do
not think that you should or that you will
under the circumstances, refuse to let me
have \$2500, less my note of aforesaid.
I suppose the matter is very much in your
own hands, and I sincerely trust that you
will not decline to oblige me.

Very Respectfully
L P Walker

(over)

Names:

Goddard, Henry P.

Walker, L. P.

Places:

Baltimore, MD

Huntsville, AL

Types:

insurance

Dates:

Feb 23, 1884

(Copy)

State of Alabama

County of Madison

Personally appeared Leroy P Walker
of full age, who being by me duly sworn, declares; that he
is the party whose life is insured in the Mutual Benefit
Life Insurance Company by Policy No 46630, that
his wife, Eliza D Walker, the assured under said
Policy, is still living; that there have been born
of the marriage of deponent with the said Eliza D
Walker, the following named children and no others
who were born on the dates set opposite their respec-
tive names, as follows; Matilda born in January
1852; died in October 1863; Eliza, born in December
1853, and died in September 1854, and Leroy
P Walker Jr who was born in March 1855;
That one of said children is still living; that
two have died, aged as follows; Matilda in
her 12th Year and Eliza ten months.
That any that her said husband had married, that the surviving
child, Leroy P Walker Jr, has never married, and no person
has had any grand-children. That deponent is 67 years
old, and his wife, the said Eliza D, will be next two
in March next, and no person has had any child since
the birth of the said Leroy P Walker Jr.
Signed and subscribed
before me, this 23rd day
of February 1884

I P Walker

Thos C Bentley
Notary Public.

Entire family's birthdates

Names:

Walker, Eliza	Walker, Leroy P.	Walker, Matilda
Walker, Eliza D.	Walker, Leroy P., Jr.	

Places:

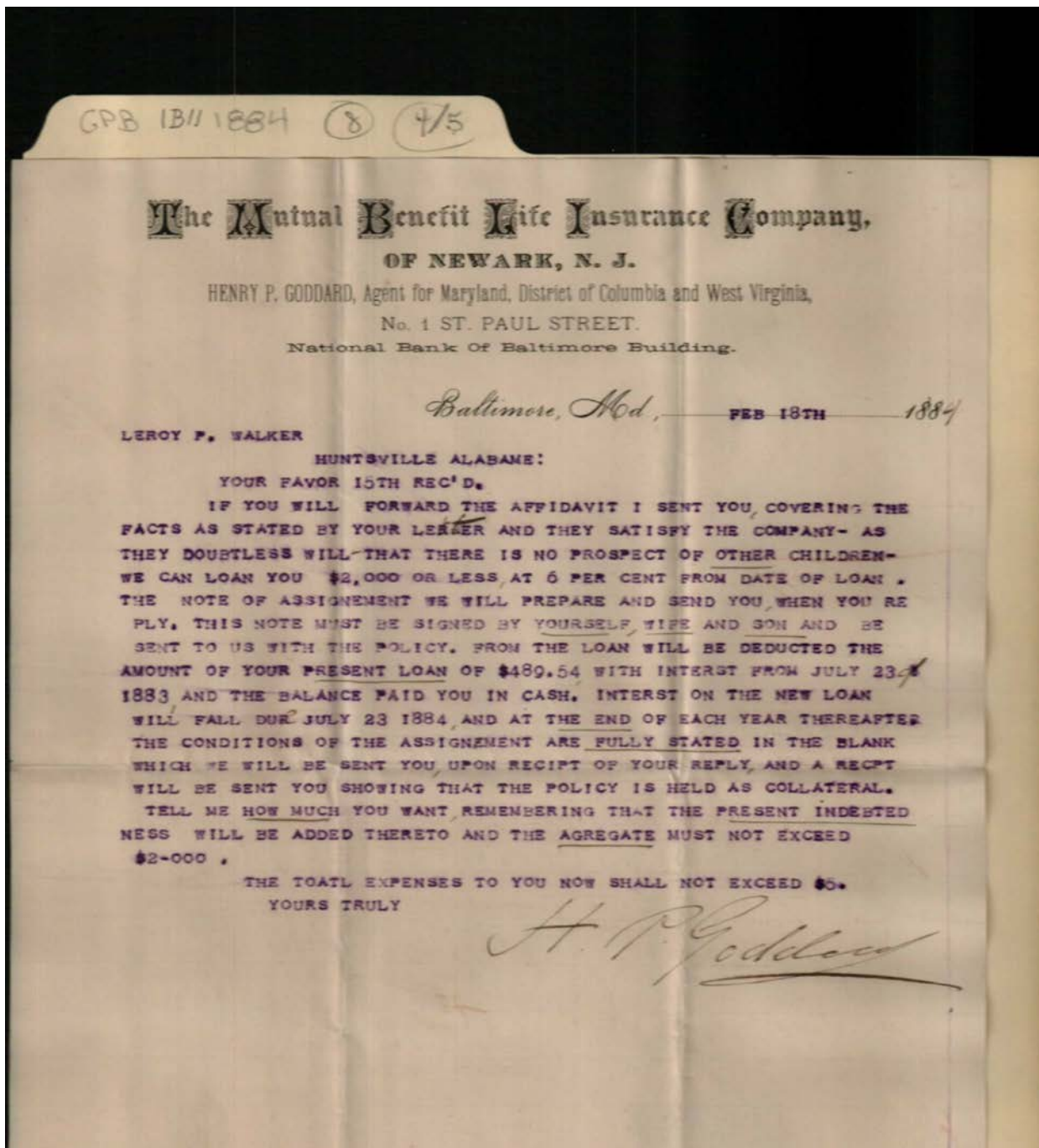
Madison Co., AL

Types:

insurance

Dates:

Feb 23, 1884



Names:

Goddard, H. P.

Mutual Benefit Life
Insurance Co.

Walker, Leroy P.

Places:

Baltimore, MD

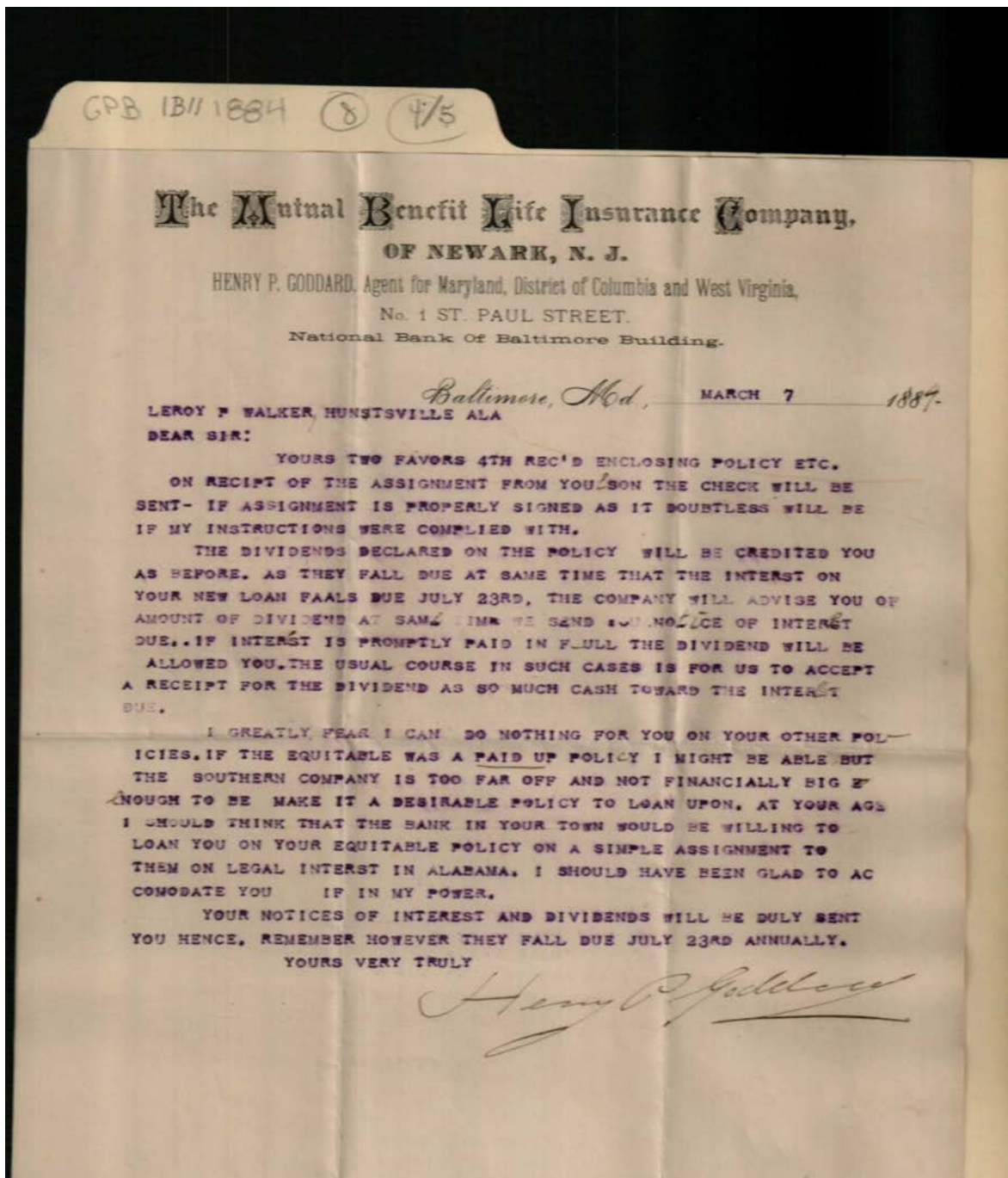
Huntsville, AL

Types:

insurance

Dates:

Feb 18, 1884



Names:

Goddard, Henry P.

Mutual Benefit Life
Insurance Co.

Walker, Leroy P.

Places:

Baltimore, MD

Huntsville, AL

Types:

insurance

Dates:

Mar 7, 1884

CPB 130 1884 3 1/5

In the Supreme Court of Alabama.
December Term 1884.
Thomas J. Cochran, Trustee et al. Appellant
vs.
H. L. Miller, Sarah Nichols et al. Appellees

Argument and brief of Appellants' Counsel
for ~~reconsideration~~ ^{reconsideration} of the opinion and decree
pronounced in ^{the} cause on the
day of January 1884.

1. The Supreme Court erred in its construc-
tion of the provisions of the Original Deed
as to the character of the possession of the
160 acre tract taken by the trustee, Cochran
and in deciding that the Trustee
is properly chargeable with the value
of reasonable rents therefor, ~~except~~ ^{other than} such
rents as accrued after the order of Chan-
cellor Speake (made with the consent of
Miller and the other parties to the deed)
directing the Trustee to rent out said tract.
It is uncontested, that the Mortgage
was permitted to remain upon the tract and
take the rents and profits to his own use un-
til the Court directed him to rent it out.
And that neither Nichols nor Miller nor
the beneficiaries in the deed of trust, either
by their pleadings, or motion

Names:

Cochran, Thomas J.

Miller, H. L.

Nichols, Sarah

Speake, Chancellor

Types:

supreme court of
Alabama

Dates:

Dec 1884

GPB 13/11 1884 (8) 4/5

2

*For the Hon. Mr. Justice
in the case of
Nichols vs. Speake*

Court, made application to have that tract rented out until the October Term 1880, when application was made to ex Chancellor Speake by defendants Nichols, to modify the directions contained in his decree in regard to the account to be taken in the cause.

And that Chancellor Speake did modify such directions in regard to the 660 acre tract, but overruled the application in regard to the 160 acre tract.

It will not be contended as we presume that Miller who enjoyed the use of the premises is entitled to charge the trustee for such indulgence. The beneficiaries in the deed of trust do not seek to charge him.

If depts Nichols have a right to charge him with such rents, when and how and from what source, did they acquire any such title or interest in the 160 acre tract as to entitle them to do so?

If this suit had not been instituted until the date of Chancellor Speake's aforesaid order of modification, and the trustee had in September 1877 taken such formal possession of the 160 acre tract as would enable him to have executed

Names:

Miller, H. L.

Nichols, Sarah

Speake, Chancellor

Types:

supreme court of
Alabama

Dates:

Dec 1884

GPB 1B/1884 (8) 4/5

3

the power of sale conferred by the deed of trust, and had failed ~~or refused~~ up to that time to sell either tract of land or to exact rents from Miller for the 160 acre tract, but without any attempt to restrain Sarah Nichols from subjecting Miller's equity of redemption in said lands to the payment of her judgment; Surely the trustee would not have been accountable either to Miller or the debtors Nichols in law or equity ^{to exact rents from Miller} for his neglect.

Miller was entitled to the use of the land until sold according to terms of deed. Nichols was in no wise restrained from selling Miller's equity of redemption under her judgment, and had no other claim upon the land, than a right to enforce that judgment upon such equity.

"It is generally true, that a judgment in a writ of Entry, is conclusive evidence of the right to recover, in an action of trespass for mesne profits; but a judgment in favor of a Mortgagee against the Mortgagor is an exception to the general rule."

"For the principle is well settled, that a mortgagor is not liable for rents and profits" Boston Bank versus Reed & 8 Pick. 462 also Quinn

Names:

Miller, H. L.

Nichols, Sarah

Types:

supreme court of
Alabama

Dates:

Dec 1884

GPB 1B11 1884 (8) 4/5

4 out. English and American cases therein cited

2. Jones
See 11207
1821

Mead vs. Lord Arundel 3rd Atk. 244 Hedges
vs. York Building Co. 107

See especially case of Coleman vs. Duke of St. Albans 3rd Vesey Jr. page 259, 32. and numerous notes therein.

5 Vesey Jr. 433. & Sugden's notes -
In Coleman vs. Duke of St. Albans it is held that

"A Mortgagee cannot have an account of rents and profits received by the Mortgagor, though the security being upon an estate for lives is become insufficient."

When proceeds of sale have proved or are likely to prove insufficient to pay the debt, Mortgagee is entitled to have receiver appointed to collect rents & apply them; but cannot compel Mortgagor to refund rents collected before attempting to get a specific lien on such rents by the appointment of a receiver

Astor vs. Turner (11 Page 436) Am Dec 467.8
and Notes of Editor of Am Dec:
Boston Police Recd & Decd 467.

Types:

supreme court of
Alabama

Dates:

Dec 1884

GPB 1311 1884 (8) 4/5

5

The especially invite the attention of this Court to the following language used in the case of, Richardson against Wallis & Allen 80. (Mo.)

"The defendant relies upon the case of Charles vs Dunbar 4 Met. 498. to show that as Mortgagee in possession, he is accountable only for rents actually received. But the cases are wholly unlike. Thus the Mortgagee took only formal possession leaving the Mortgagor in the full and uninterrupted use and occupation of the mortgaged premises. No person other than the Mortgagor having any interest in or claim upon the estate, took any measures or resorted to any proceedings to obtain possession of it, or to indicate to Dunbar, the Defendant, that any attempt would be made to hold him accountable for the rents and profits. And since he was not in actual possession, or in the exercise of any control over the estate but the whole profits of it were taken by the Mortgagor, it was held that a second Mortgage ought not to be allowed, to compel him to account for rents or profits which he never received, merely on

Types:

supreme court of
Alabama

Dates:

Dec 1884

GPB 13/11884 (8) 4/5

6

" account of formal possession, which
 " he had taken for the purpose of
 " foreclosing the right of redemption
 " But in this case as has already been
 " shown, the possession of the defendant
 " was not formal but actual and
 " exclusive.

" He is subjected therefore to the
 " common rule which requires him
 " to account for what by due diligence
 " he might and would have received.

" It may be conceded that if such
 " had been a second mortgagee or
 " entitled under the laws of Alabama
 " to the writ of Ejecta against
 " the trustee and the trustee had
 " taken such exclusive possession, as to
 " prevent second mortgagee enforcing
 " his equity of redemption or extent upon
 " the land, and then failed to exercise
 " the power of sale, it would have been
 " a ^{wrong} ~~violation~~ of the rights of the owner
 " of the equity of redemption ^{to such} ~~or judgment~~
 " creditor, but we are unable to concede
 " how such wrong could be redressed
 " in a such a suit as is now under con-
 " sideration without proper averments
 " in the defendants pleadings in regard

Names:

Nichols, Sarah

Types:

supreme court of
Alabama

Dates:

Dec 1884

7

87

GPB 1B/1884 (8) 4/5

to such suppose wrong -

The attention of the Court is invited to the fact that ~~the~~ trustee did not take possession until a few weeks before the institution of this suit; that execution was not issued against Strout and Jordan until Sept 1/77, to enforce payment of Henry's judgment,

The Court seem to have ~~the~~ construed the averments of the complainant's bill as alleging that the Trustee had taken and was holding exclusive possession of the bill the lands, and that complainants were therefore precluded from proving the contrary; and hence that the Chancellor was not in error for charging, relying that the ^{value of the} trust's profits of the 160 acre tract must be charged to the Trustee -

We feel confident that a more careful examination of the averments of the bill sections 2 & 3, in regard to the stipulation of the deed of Trust, the then recent issuance of Execution upon the affirmed judgment; the purpose ^{which} for it is avowed that possession was taken, and of the powers that were conferred by the deed of Trust upon the Trustee, must satisfy the Court that such construction was erroneous -

Types:

supreme court of
Alabama

Dates:

Dec 1884

CPB 13/11884 (8) 4/5

88

In contemplation of law complainant
Cochran was the agent of the grantor and
also of the beneficiaries in the Trust, but
clothed with no other authority than that
of taking possession of the lands, and
selling them or any part thereof when
necessary for the indemnity of Street
and Jordan and applying the proceeds
of the sale (not rents) of the lands to that
end - But ~~it did not constitute~~^{he}
thereby become their baileff to rent
out said lands or to cultivate them
or to collect rents - No would any
Court have compelled him to per-
form such duties without his consent.
It was then in the line of his duty
as such trustee to demand and accept
the attornment of the tenants of the
560 acre tract with a view to such
possession as would enable him
to place a purchase in possession
and such formal possession of the
160 acre tract as would confer upon
him like authority -
It would not have been in the line
of his duty to have taken possession
of said tract for the purpose of re-
suing them out for the year 1878 or
gathering rents for 1877 -

Names:

Street & Jordan

Types:

supreme court of
Alabama

Dates:

Dec 1884

CPB 1B11 1884 (8) 4/5

9

4 We are advised that it has been said by some
text writers on the authority of unguarded
"expressions of some judges of appellate courts
that the legal effect of Mortgages and
deeds of trust are for the security of debt,
is the same, without qualification
But it is not true. It would be
more proper to say that it is alike in many
respects -

In a note of Mr Sumner to the
case of Calman vs Duke of St Albans,
Extra, above, from 3 Vesey 30-32, it is said
that a Mortgage in ^{general or many} respects is not
like any thing else - and Lord
Mansfield is quoted as saying that
"Nothing is more apt to confound than a Simile"

In the case of an ordinary mortgage,
with power of Sale, in case of default
of payment, the title to the land Mort-
gage vests in fee in the Mortgagee &
subject only to redemption, if the latter
chose to take it in satisfaction of his
debt. And, the Supreme Court of
Mass: in 12 Allen 400
held that after having possession and
taking the rents, he may then if he chooses
exercise the power of Sale and for
close right of redemption allowing credits
for rents & profits received -
These trustees have not such possession

Types:

supreme court of
Alabama

Dates:

Dec 1884

GPB 13/11884 (8) 4/5

10

The Trustee being required by the Stipulation of the deed to take possession for the sale for purpose of sale of selling the land and applying the proceeds of sale to the indemnity of Street and Jordan, and having no authority to place them in possession with the privilege of Mortgages under a deed of Mortgage with power of sale; let us consider.

What effect if any the failure to exercise the power of sale and the institution of this suit should have upon the question of the accountability of the Trustee or his Co-Complainants for the rent of the ~~same~~ 160 acre tract of land for the years 1877-8-9-1880-

Upon the issue of execution upon Henry's judgment Sept 1. 1877, possession having been taken by the Trustee for the purpose of selling the land; ~~and that~~ in the manner authorized by the deed, the beneficiaries Street and Jordan, notwithstanding to become purchasers as alleged in the Bill of Complaint, and finding that despite Nichols' claims, not a mere equity of redemption, but an absolute fee simple title to the 560. acre tract, was a balance under the Sheriff's deed and a balance as being due on the Probate Court judgment under which they had purchased at Encumber Sale

Names:

Henry,

Nichols, Sarah

Street & Jordan

Types:

supreme court of
Alabama

Dates:

Dec 1884

GPB 1311 1884 (8) 4/5

11

Also that Miller at said Execution sale had
 Claims (Aug 6 1876) the 160 ac tract as
 an exemplum Homestead, his right to which
 has been recognized by the Sheriff and
 acquiesced in by the Plaintiff in Execution
 and no subsequent execution issued
 to Marshall County; and that since there
 were other contentions between said Miller
 and said Nichols which appeared in the
 pleadings in the suit, and that Miller
 was claiming that the Trustee should
 first sell the 560 ac tract - It was
 natural that they should seek the advice
 of Counsel as to the most proper & feasible
 method of obtaining full indemnity and
 without prejudice to the legal rights of
 any of the Defendants ~~or~~ or
 future litigation - also as to their right
 to redeem the 560 ac tract if the lien
 of the Probate Decree was superior to that
 of the one of Trust - These grounds
 of contention between said defendants
 and said facts well known to this Court
 as part of the Jurisprudential history
 of Alabama between the year 1867 and
 1878 in regard to the rulings of the
 Circuit, Probate and Bankrupt courts
 in regard to Judgment liens and Homestead
 rights, were calculated to lead to the

Names:

Miller, H. L.

Nichols, Sarah

Types:

supreme court of
 Alabama

Dates:

Dec 1884

GPB 1B/1884 (8) 4/5

12

Confident belief that a sale by the Trustee in the Fall or winter of 1877 would result in a sacrifice of the property, followed by litigation - and that it was manifestly to the interest of Mrs. Nichols as well as Street and Jordan and but just to Miller that the relative rights of the parties should be judicially determined prior to a sale of the property mortgaged - & that it should be sold under the decree of the Court of Chancery -

If Street and Jordan had desired to own the land, it would have been their intent to urge a sale by the Trustee purchased at a sacrifice and redeem the 560 acre tract if Nichols title was superior and Cochran to sell & get Commissions -

The case of Dani vs. M. G. Arthur then recently decided, has not been reported - A conflict of opinion in the legal profession as to its correctness and confidence impugned by many of the bar that it would be reconsidered -

The case of Kay vs. Adams 45 Ala. decided by the U. S. Construction Court was in conflict with a Massachusetts decision also with a decision of Supreme Court of California or Pennsylvania, but one of the last two rely on our own Court -

The Nichols Protest judgment

Names:

Cochran,

Miller, H. L.

Nichols, Sarah

Street & Jordan

Types:

supreme court of
Alabama

Dates:

Dec 1884

GPB 1311884 (8) 4/5

173

rendered after the so called adoption of
of the Reconstruction Constitution was
an decree in favor of a distributee against
an administrator; and not necessarily
imply a default prior to its ren-
dition, and we are not aware of
any decision that had been made
by our courts upon the effect of such
a judgment as against a homestead
exemption claimed by defendant
in execution -

~~It~~ It is ^{a costly} unnecessary ~~to~~ make
the trustee a party complainant ~~in~~
of defendant -

If the Bill had been promptly
answered & proof taken by deft Nichols
the rights of the parties might now have
determined in two or three months -

If deft Nichols had claimed
^{than the equity decided by}
no greater estate in the 500 Ac. tract ^{it}
is most probable that ^{necessary} the Bill ~~would~~
have been obviated -

The offer of the complainants to
have the matter ^{controversy} settled by
the Court of Chancery for the mutual benefit
of all parties concerned has been met
with a denial of equity in the bill
ones representation of some of ~~the~~ all
parties, intermarked with unjust
imputations against Complainant,
and protracted delays from
deft Nichols

Names:

Nichols, Sarah

Types:

supreme court of
Alabama

Dates:

Dec 1884

GPB 1311 1884 (8) 4/5

14

It is moreover shown by the record that about three years elapsed from the filing of the bill before any submission was given or effort made to charge the Trustees with ~~the~~ rents for the 160 acre tract - If then defts. Nichols had any legal or equitable right to have the rents & profits of that tract applied to the indemnity of Street & Jordan, it was incumbent upon them to have had application to the Court to have a receiver appointed -

The two tracts being of greater value than the amount of the demy judgment the Complainants had not sufficient grounds for making such application -

It seems from the opinion of the Court that if there had been no averments in the bill in regard to the possession taken by the Trustees, it would not have sanctioned the ruling of the Chancellor Graham as to charging the Trustees with the value of rents for the 160 acre tract for the years 1877-8-9 & 80 & that under the av.

Names:

Nichols,

Street & Jordan

Types:

supreme court of
Alabama

Dates:

Dec 1884

GPB 1311884 (8) 4/5

15
74

was in a missible under the arguments -
 It should be born in mind, that
 the arguments 2.5 & 6 taken together
 show that the possession obtained was
 acquired with a view to a sale by the
 trustee under the power conferred by
 the deed - That the bill was filed with
 a view to a sale not under that power
 but under decree of the Court by the
 Register -

Also that according to the deems
 cited above for & such a case cited ^{in case}
~~that~~ Complainant, if Mortgages of the
 Land for the security of a debt would
 not be entitled to recover ~~subject~~ the
 rents from Miller himself, and that
 it is not Miller but deft & he holds
 alone that complainant seeks to set
 just them & that too without asking
 it by answer or Cross bill -

It would certainly be a great ~~kind~~
 ship upon a faithful trustee with
 from your rent ~~concerning~~ ~~after~~ ~~the~~ ~~land~~
 never received & which he had
 no right to demand, suppose
 a man alleges that he has taken
 possession of it for the purpose
 of selling it, when accompanied
 with Copy of his authority ~~showing~~
 that he has no authority to ~~sell~~ ~~or~~
~~write~~ or lease the land -

Names:

Miller,

Types:

supreme court of
 Alabama

Dates:

Dec 1884

GPB 1B/1884 (8) 4/5

16

The trustee by joining in the bill of some
 plaintiff virtually resigns the only remaining
 authority that he has - that of selling &
 paying over proceeds as directed by the
 court. That was surrendered to the court
 by his execution under its decree by the
 Register, Code Sec 2903

It was proper that his acts as trustee
 should be set forth in the bill -

Sections 2, 5, & 6 of the bill construe together
 show his powers - The court should in
 judge a presumption that he meant
 to exercise that he has executed them
 unless expressly avowed -

It is shown by authorities cited that
 he had no authority to seize the crop
 when mowing & haying or to exact rents
 from Miller - The institution of the suit
 could not increase his powers nor deprive
 Miller of his rights to the usufruct of the
 160 acre tract without his consent, or consent
 of a court -

It would be a gross hardship under
 the circumstances to tax a faithful trustee
 with rents not received, more especially in
 the absence of any intention for three
 years after commencement of the suit
 that an effort would be made
 to hold him accountable

Cabaniss & Ward
 Counsel for appellants

Names:

Cabaniss & Ward

Miller,

Types:

supreme court of
 Alabama

Dates:

Dec 1884

GPB 1B11 1884 (8) 4/5

17

1868. June 27. Judgment in favor of Mrs. Nichols
against Miller on demurrer to bill in equity.

1876. Aug 7. Purchase of 56 acre tract by Mrs
Nichols at execution sale.

" " Miller claims of exemption of 160
acres ^{without complaint from Nichols}
tract conceded by S. Ct.

Miller continues in possession of both tracts.

1874. Sept 16. Date of Henry's judgment against Miller.

1874. Jan 13. Sept 22. Fi Fa issue.

1875. Jan 13. Appeal bona executed - ^{order to collect} - ^{order to collect}

1876. July 31. Henry's judgment affirmed.

1877. Jan 1. Jordan, one of debtors in appeal
~~1877~~ bona authorized by Miller to
rent out land 560 acres (not clear
as homestead) & apply rents to credit
of Henry's judgment - and pay
rents to the land.

1877. Sept 1. 1877. Fi Fa on affirmed judgment
of Henry's issue against Miller and
his debtors Street and Jordan.

1877. September. Jordan rents tenants on 560 acre
tract to attorney to trustee and then
rents that tract to him.
One trustee also takes possession
of the 160 acre tract to hold it.

Names:

Henry,
Jordan,

Miller,
Nichols, Mrs.

Street & Jordan

Types:

supreme court of
Alabama

Dates:

Dec 1884

GPB 13/1884 (8) (4/5)

10

for raising vegetables. In other words
I expected to extend my orchard over
a considerable part of this tract.
I was prevented however from
carrying this out before selling my
place by want of both time and money.

Answer to 29th Int.

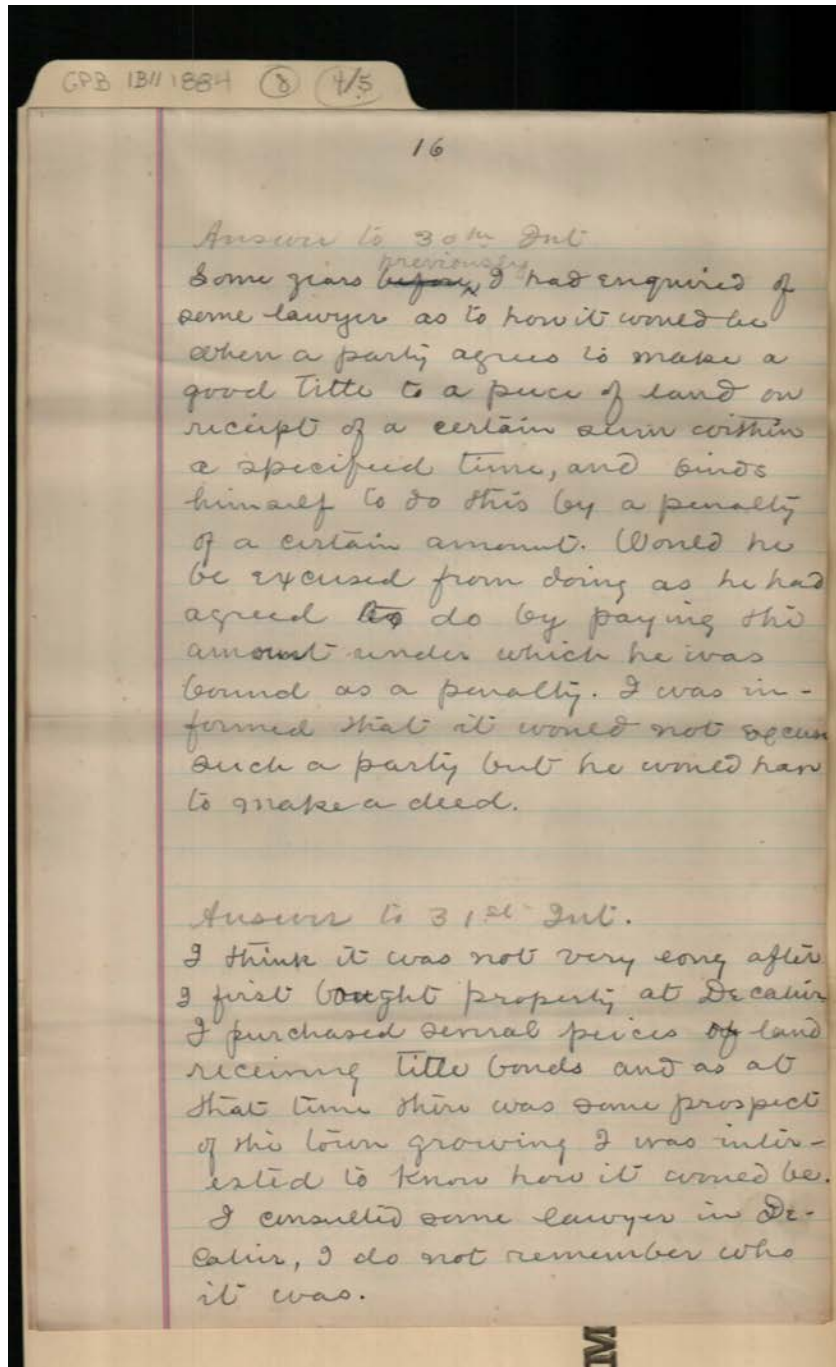
The purpose expressed in answer to
the last interrogatory was a very good
reason why it was necessary
for me to have a contract for purchase
which would ensure my receiving a
deed from Maj. Bean. No one would
be so foolish as to plant out trees
on another mans land and care
for them year after year unless
he had a contract which would
make it certain that he would
get a deed upon paying the stip-
ulated price; At least I never
would have thought of doing such
a thing. For that reason I wanted
no option myself and thought
it was exactly fair that Maj.
Bean should have no more option
than I did.

Names:

Bean, Maj.

Types:

interrogatory



Types:
interrogatory

GPB 1B/11884 (8) 4/5

17

Answer to 32^d Int.

This information was obtained before making the agreement for purchase with Maj Bean and I had it in view in preparing the agreement

Answer to 33^d Int

It is usual as I understand it to have the amount of the penalty, twice the amount of the purchase money. In writing out the agreement for purchase I remember I paused a moment when I came to the amount to have as penalty. I thought \$1,000. would bind myself as effectually as ten times that amount would, and as for Maj Bean he would have to make a deed any way, so I inserted \$1,000. as the penalty. If I had understood that Maj Bean would have the option of paying the penalty if he did not want to make a deed I am sure I would have made it \$2,000. instead of \$1,000. and since it was the usual practice Maj Bean could not have objected to it.

Names:

Bean, Maj.

Types:

interrogatory

18

Hudson to the 34th Dist.

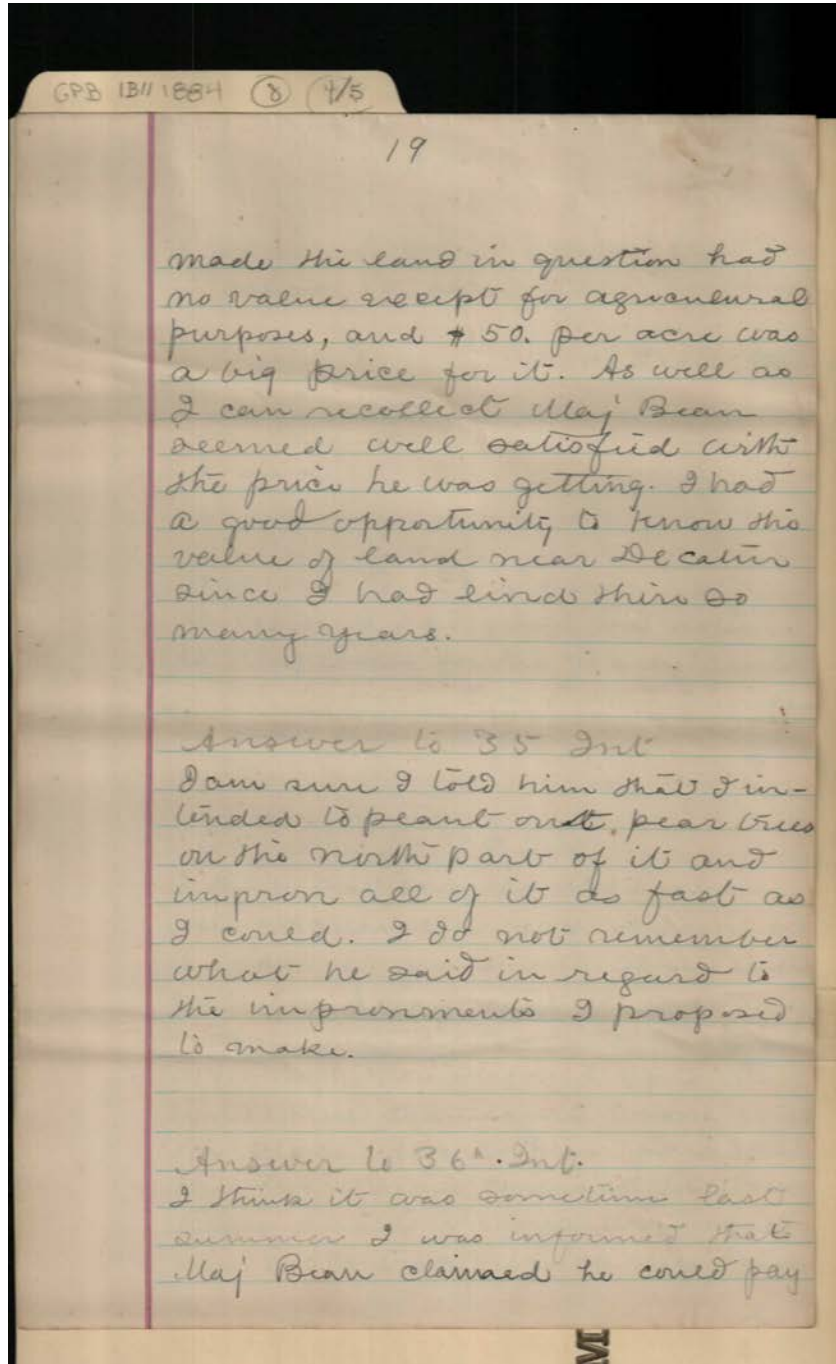
At the time this agreement for purchase was made real estate had depreciated considerably from what prices were when I purchased the 20 acre tract of Maj Bean about 12 years before, as the town at that time took quite a start on account of the building of the South & North R.R. The price I agreed to pay Maj Bean was I will know more than this land was at that time really worth. If put up at auction I do not believe it would have brought for cash more than \$25 per acre. It was worth more to me however than to any one else on account of its adjoining my place and also because I wished to extend my orchard. I intended to improve it as rapidly as possible and I thought by the time I would get a deed for it, it would be worth what I had to pay for it. While I had it I did improve it by plowing in cow peas, ashes, compost &c. At the time the contract for purchase was

Names:

Bean, Maj.

Types:

interrogatory



Names:

Bean, Maj.

Types:

interrogatory

GPB 13/11884 ③ 4/5

20

\$1000 and not make a deal.
I know it struck me as some-
thing new that he should try
to avoid making a deal ~~in~~
in that way.

Answer to 37 Int.
I did.

Answer to 38 Int.
Because I had given my notes
to Maj. Bean for the yearly rents
of this leased land and I wished
to take them up.

Answer to 39 Int.
I think that every one who has been
well acquainted with Decatur for
the last 10 years will agree with
me when I say that it gradually
became more lifeless and business
more and more stagnant up to the
time when the recent boom struck
the place. Two or three years after
the lease and contract between
Bean and Williams were made
the Gibbs tract which lies between

Names:

Bean, Maj.

Gibbs,

Williams,

Types:

interrogatory

CPB 1311 1884 (8) 4/5
21

The 20 acres in litigation and the residence part of Deaton and most of said tract being inside the corporation, sold at public sale for about \$25 per acre. The 20 acre tract had been improved in fertility but the price of real estate had been declining so that I do not think it would have sold at public sale for cash for more than \$25 per acre. I lived about three fourths of a mile from town for many years and was engaged in farming and fruit growing.

Answer to 4th Int
I did make an agreement for the purchase of 13 acres near the 20 acres now in dispute and lying considerably nearer town than the 20 acre tract. It was made as near as I can remember about the same time as the other contract for purchase and was similar in terms.

Types:
interrogatory

GPB 1311884 (8) 4/5

22

Answer to #1 Int.

I think said agreement has been destroyed as I have looked for it among my papers and did not find it. I cannot express the terms of it any better than by saying that it was a duplicate of the other except that the number of acres was 13 instead of 20. The price to be paid was the same - \$50 per acre. I do not remember under what penalty we were bound to fulfill our agreement. It was in my possession the last time I saw it.

Answer to #2 Int.

Yes, Maj Bean executed a deed to me for said 13 acres in pursuance of his agreement for it. His wife joined him in the execution of it. The date of deed is Nov. 6. 1856. I have made a copy of the same and make it a part of my answer (marked E. P. 7 No. 1)

Names:

Bean, Maj.

Types:

interrogatory

GFB 13/1884 (8) 4/5

24

before I ought to let him have it back again although I had never received from him a word of reply as to what he proposed to do about it. I insisted upon having from him a deed according to our agreement.

He presently made me a proposition to this effect that he would divide with me the difference between \$50 & \$65 per acre and either he would pay me half of \$15. per acre for the 13 acres or if I would pay him a similar sum in excess of \$50. per acre he would make me a deed. As I was in haste to return north and had no other business to detain me at Decatur I accepted his proposition and he made me a deed accordingly.

Answer to 45 Int
He did not.

Types:
interrogatory

GPB 1B/1884 ⑧ 4/5

23

Answer to 43 Int
No.

Answer to 44 Int.

I had some months previously proposed to Maj Bean on certain conditions to convey to him my rights and interest in the lease and contract for the 13 acres. He wrote and sent a letter to me not exactly according to my proposition but making a counter proposition. I never received his letter. When some six months later I tendered to him the price of the land according to our contract he said he had proposed to accept my proposition and that the land co. had agreed to give him \$65 per acre, and he did not like to lose the \$15. per acre. He made no objection to the agreement and recognized its binding force but thought as I had volunteered to convey my right and interest to him six months

Names:

Bean, Maj.

Types:

interrogatory

GPB 13/1884 (8) (4/5)

24

before I ought to let him have it back again although I had never received from him a word of reply as to what he proposed to do about it. I insisted upon having from him a deed according to our agreement.

He presently made me a proposition to the effect that he would divide with me the difference between \$50 & \$65 per acre and either he would pay me half of \$15. per acre for the 13 acres or if I would pay him a similar sum in excess of \$50. per acre he would make me a deed. As I was in haste to return north and had no other business to detain me at Decatur I accepted his proposition and he made me a deed accordingly.

Answer to 45 Int
He did not.

Types:
interrogatory

GPB 1B/1884 (8) (4/5)

25

Answer to 46 Int.

I lived in Morgan Co. about three fourths of a mile from Decatur from about 1871 until June 1884 - that is I made my home there though some of the time I was away for two or three months at a time on trips partly for health and partly on business. Some years I was there almost continuously. My business was growing fruit and vegetables and farming. In 1871 my age was 32.

Answer to 47 Int

I think of nothing further.

Names:

Bean, Maj.

Types:

interrogatory

GPB 13/11884 (8) (4/5)

26

1 To first cross interrogatory he said
~~Answer to 1st Cross Int.~~
I did accept from Maj. Bean
the title bond herewith appended.
I do not remember sending it
back to have Mrs. Bean sign
it.

2 To second cross interrogatory he said
~~Answer to 2nd Cross Int.~~
I remember very distinctly meet-
ing Mr. Ward at the Tavern and
also what I said to him and
why I said it. What I said
to him was this - that at the
time the agreement for purchase
was made I intended to plant
out a lot of pear trees on the north
part of the tract and he or any-
one else could plainly see that
I would never propose to do that
on another man's land unless I
had an agreement for purchase
which would ensure my obtaining
a good title for the land. If Mr.
Ward thinks I said any thing
different from this he mis-
understood what I said.

Names:

Bean, Maj.

Bean, Mrs.

Ward, Mr.

Types:

interrogatory

GPB 1311 1884 (8) 4/5

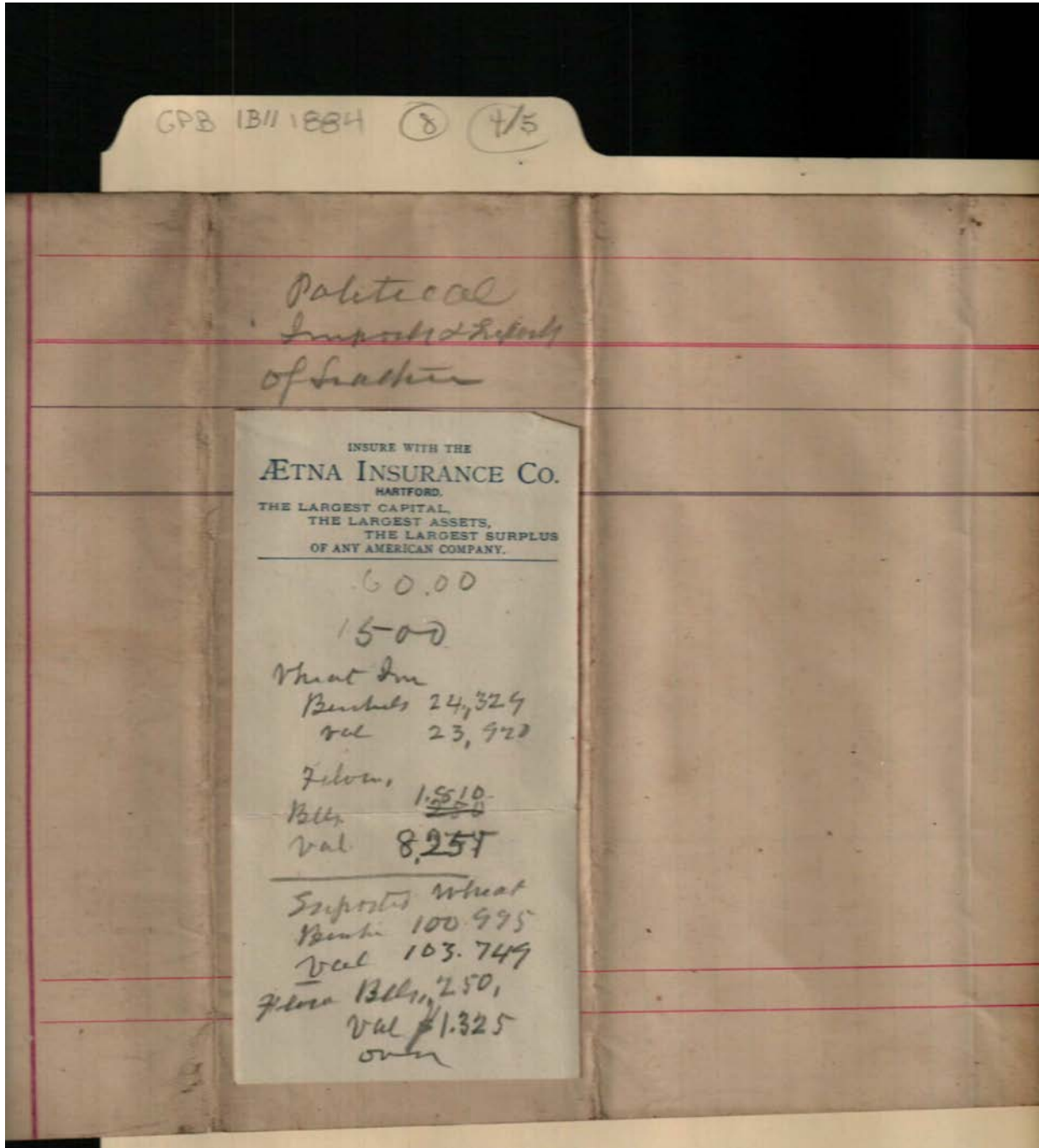
27

To first voluntary interrogatory he said
~~Answer 1st Interrogatory~~
It is.

To second voluntary interrogatory he said
~~Answer 2d Interrogatory~~
He was residing at Decatur Ala
and he was a lawyer.

(Sry)

Types:
interrogatory



Types:

interrogatory

memo

Dates:

1884

Exports for year ending June 30/84
Leather & Manufacturing

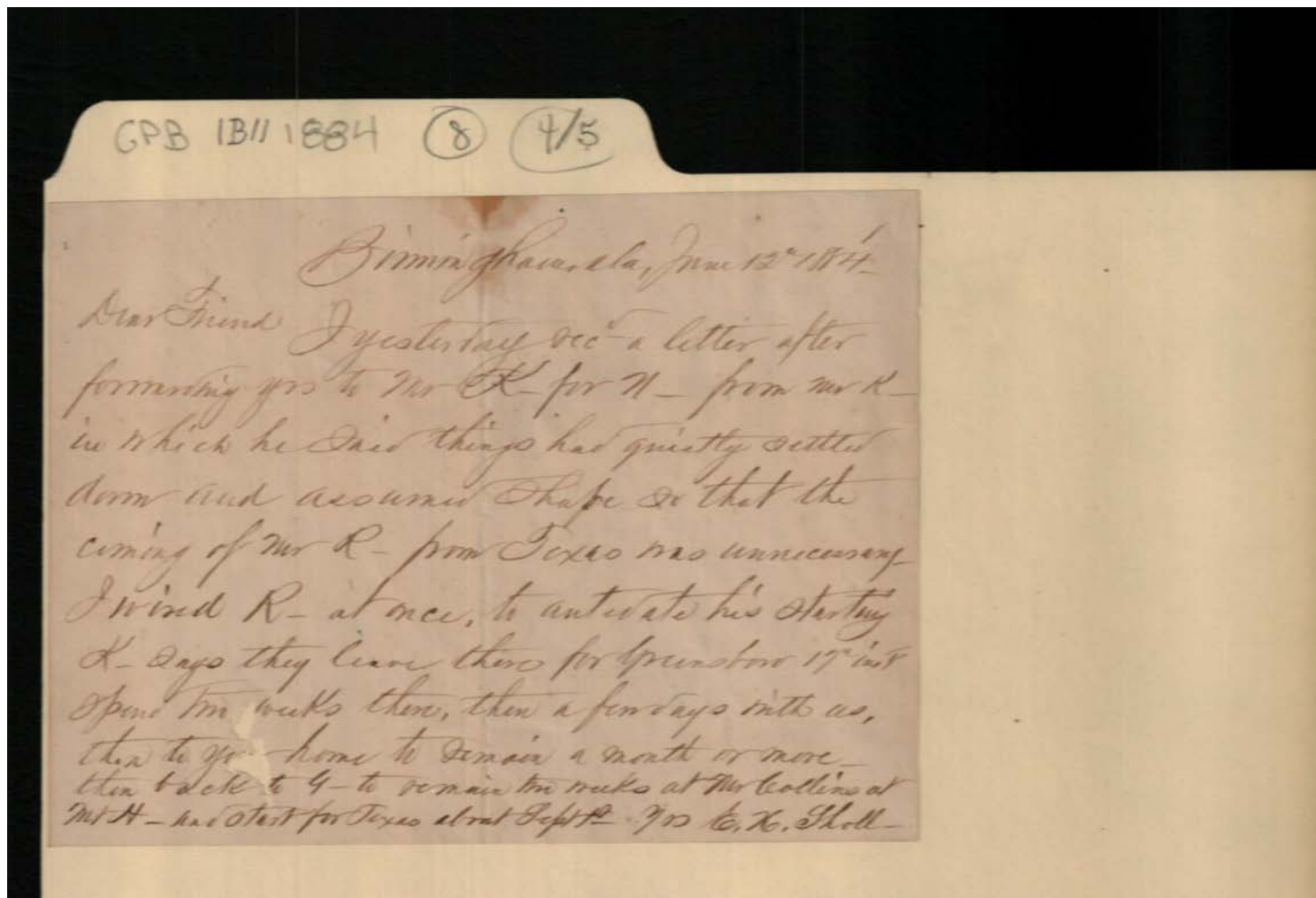
Finestha Upper	2,222.88	
Patent or Emerald	,116.87	
Sole leather	4,643.106	
All other unmanufactured	230.776	
Boots & Shoes pair 502,122	602.925	
Total Exports	\$ 7,624,495	
Harmon & Seeding	215,750	
all other	462,534	
Imports	8303777	
Birds killing & all Sole leather		-76,877
Calf skins tanned dressed		2505,670
skins for Morocco		1,637,305
Upper leather of all kinds		3,115,764
dressed ^{to skins} ^{Armenia} ^{Finland}		
All other ^{Manila} ^{all other} ^{leather} ^{of boots}		977,677
		8,212,793
Gloves kid & leather	3079,277	3,099,271
Imports		11,312,064
Roze		8,303,779
Bank. 656,113		
Value \$455,015		3,008,285
Exports		
Bank \$ 746,808		
Value \$ 500,656		

Types:

account

Dates:

June 30, 1884



Names:

Sholl, E. H.

Places:

Birmingham, AL

Types:

correspondence

Dates:

Mar 12, 1884

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 11, Folder 8
Legal and court documents, 1884 (4 of 5)

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

Table of Contents

[Image 1](#) (r01b11-08-000-0001)
[Image 2](#) (r01b11-08-000-0002)
[Image 3](#) (r01b11-08-000-0003)
[Image 4](#) (r01b11-08-000-0004)
[Image 5](#) (r01b11-08-000-0005)
[Image 6](#) (r01b11-08-000-0006)
[Image 7](#) (r01b11-08-000-0007)
[Image 8](#) (r01b11-08-000-0008)
[Image 9](#) (r01b11-08-000-0009)
[Image 10](#) (r01b11-08-000-0010)
[Image 11](#) (r01b11-08-000-0011)
[Image 12](#) (r01b11-08-000-0012)
[Image 13](#) (r01b11-08-000-0013)
[Image 14](#) (r01b11-08-000-0014)
[Image 15](#) (r01b11-08-000-0015)
[Image 16](#) (r01b11-08-000-0016)
[Image 17](#) (r01b11-08-000-0017)

[Image 18](#) (r01b11-08-000-0018)
[Image 19](#) (r01b11-08-000-0019)
[Image 20](#) (r01b11-08-000-0020)
[Image 21](#) (r01b11-08-000-0021)
[Image 22](#) (r01b11-08-000-0022)
[Image 23](#) (r01b11-08-000-0023)
[Image 24](#) (r01b11-08-000-0024)
[Image 25](#) (r01b11-08-000-0025)
[Image 26](#) (r01b11-08-000-0026)
[Image 27](#) (r01b11-08-000-0027)
[Image 28](#) (r01b11-08-000-0028)
[Image 29](#) (r01b11-08-000-0029)
[Image 30](#) (r01b11-08-000-0030)
[Image 31](#) (r01b11-08-000-0031)
[Image 32](#) (r01b11-08-000-0032)
[Image 33](#) (r01b11-08-000-0033)
[Image 34](#) (r01b11-08-000-0034)

[Image 35](#) (r01b11-08-000-0035)
[Image 36](#) (r01b11-08-000-0036)
[Image 37](#) (r01b11-08-000-0037)
[Image 38](#) (r01b11-08-000-0038)
[Image 39](#) (r01b11-08-000-0039)
[Image 40](#) (r01b11-08-000-0040)
[Image 41](#) (r01b11-08-000-0041)
[Image 42](#) (r01b11-08-000-0042)
[Image 43](#) (r01b11-08-000-0043)
[Image 44](#) (r01b11-08-000-0044)
[Image 45](#) (r01b11-08-000-0045)
[Image 46](#) (r01b11-08-000-0046)
[Image 47](#) (r01b11-08-000-0047)
[Image 48](#) (r01b11-08-000-0048)
[Image 49](#) (r01b11-08-000-0049)
[Image 50](#) (r01b11-08-000-0050)
[Image 51](#) (r01b11-08-000-0051)

[Image 52](#) (r01b11-08-000-0052)
[Image 53](#) (r01b11-08-000-0053)
[Image 54](#) (r01b11-08-000-0054)
[Image 55](#) (r01b11-08-000-0055)
[Image 56](#) (r01b11-08-000-0056)
[Image 57](#) (r01b11-08-000-0057)
[Image 58](#) (r01b11-08-000-0058)
[Image 59](#) (r01b11-08-000-0059)
[Image 60](#) (r01b11-08-000-0060)
[Image 61](#) (r01b11-08-000-0061)
[Image 62](#) (r01b11-08-000-0062)
[Image 63](#) (r01b11-08-000-0063)
[Image 64](#) (r01b11-08-000-0064)
[Table of Contents](#)
[Name & Place Index](#)
[About the Collection](#)

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 11, Folder 8

Legal and court documents, 1884 (4 of 5)

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

Name & Place Index

, John [24](#)
, Sallie [11](#)
Amberson, T. H. & Co. [16](#)
Baltimore, MD [27](#), [29](#), [30](#)
Bankhead, [18](#)
Beadle, J. H. [17](#)
Bean, Maj. [48](#), [50](#), [51](#), [52](#), [53](#), [55](#), [57](#), [59](#), [60](#)
Bean, Mrs. [60](#)
Belle Mina, AL [24](#)
Betts, Mae [25](#)
Birmingham, AL [21](#), [22](#), [64](#)
Blocton, AL [23](#)
Bone, M. H. [4](#)
Bone, [5](#), [6](#)
Bonham, Elizabeth [19](#)
Bradley, N. W. [24](#)
Cabaniss & Ward [15](#), [16](#), [46](#)
Cabaniss, Charles [2](#)
Cabaniss, Mr. [1](#)
Cabaniss, S. D. [1](#), [2](#), [3](#), [8](#), [12](#), [13](#), [14](#)
Carrington, [19](#)
Chapman, Mr. [8](#)
Chattanooga, TN [18](#)
Cochram, [42](#)
Cochran, Thomas J. [31](#)
Donnell, Mrs. [24](#)
Dunlop, Mr. [9](#), [10](#)
Fanning, [7](#)
Forsy, Richard [7](#)
Gainsville, AL [8](#), [9](#), [10](#), [11](#), [12](#), [13](#), [14](#)
Gewin, C. C. [17](#)
Gibbs, [53](#)
Goddard, H. P. [29](#)
Goddard, Henry P. [27](#), [30](#)
Guntersville, AL [15](#)
Gurley, [19](#)
Head, Mr. [11](#)
Henning, TN [26](#)
Henry, [40](#), [47](#)
Hopkins, J. W. & Bro. [25](#)
Hopkins, T. B. [25](#)
Huntsville, AL [2](#), [11](#), [12](#), [14](#), [15](#), [16](#), [17](#), [18](#), [20](#), [24](#), [25](#),
[26](#), [27](#), [29](#), [30](#)
Johnston, J. E. [8](#)
Jordan, D. C. [15](#)
Jordan, [47](#)
King, Peyton G. [22](#)
Kring, E. N. [10](#), [11](#), [12](#), [13](#), [14](#)
Lansden, A. B. [6](#)
Lansden, A. D. [5](#)
Lansden, [4](#)
Lipscomb & Bro. [26](#)
Lipscomb, Robert [26](#)
Lucet, E. Louis [3](#)
Madison Co., AL [2](#), [3](#), [28](#)
Madison, AL [17](#), [25](#)
McClellan, Thomas N. [26](#)
McConnell, Mr. [16](#)
McKee, Elizabeth [20](#)
Miller, H. L. [31](#), [32](#), [33](#), [41](#), [42](#)
Miller, [45](#), [46](#), [47](#)
Morgan, John T. [1](#)
Mutual Benefit Life Insurance Co. [29](#), [30](#)
Nashville, TN [16](#)
Nichols, Mrs. [47](#)
Nichols, Sarah [31](#), [32](#), [33](#), [36](#), [40](#), [41](#), [42](#), [43](#)
Nichols, [44](#)
Owen, [18](#)
Phelan & Goree [18](#)
Phelan, John [18](#)
Pine Bluff, AR [19](#), [20](#)
Pride, Mrs. [17](#)
Pride, Wilsey [17](#)
Ramsey, James [23](#)
Reese, J. C. [13](#)
Richardson, Mason & Co. [16](#)
Rountree, William [19](#)
Rountree, Woodson [19](#)
Sholl, E. H. [64](#)
Sloss, Col. [22](#)
Sloss, J. [21](#)
Smith, Mr. [8](#), [14](#)
Snedecor, Mr. [9](#)
Snedecor, Mrs. [8](#)
Speake, Chancellor [31](#), [32](#)
Steele, M. H. [22](#)
Street & Jordan [38](#), [40](#), [42](#), [44](#), [47](#)
Street, T. A. [15](#)
Strode, Mr. [17](#)
Thomason, J. F. [21](#)
Thomason, [22](#)
Turner, W. H. [23](#)
Walker, Eliza D. [28](#)
Walker, Eliza [28](#)
Walker, L. P. [27](#)
Walker, Leroy P., Jr. [28](#)
Walker, Leroy P. [28](#), [29](#), [30](#)
Walker, Matilda [28](#)
Ward, F. P. [17](#), [18](#), [21](#), [25](#)
Ward, Francis P. [19](#), [20](#)
Ward, Mr. [23](#), [24](#), [60](#)
Ward, Pem Gen'l [26](#)
Ward, Pem [24](#)
Washington, D. C. [1](#)

Frances Cabaniss Roberts Collection

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

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

Archives/Special Collections Access Restrictions: None

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

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



THE UNIVERSITY OF
ALABAMA IN HUNTSVILLE

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