

CPB 1B11 1884 (7) (3/5)

Guinesville Ala May 22nd 1884

Hon S. D. Cabaniss

Enclosed please find
of the two individual papers
requested. I have no objection
Adm. will withdraw his objections &
we can only wait the maturity of
the policies which will be about 15th of
June. & if not paid we will have to
institute proceedings against the Co Agent.
in that case we propose getting Jos Heuer
of Entaw, & his back of this place as
our lawyers. The Adm proposed today
to arbitrate the case, which I declined
to do. I think that would be useless
as if we did not submit should they decide
against us, I think we lose a too good a
one to admit of a doubt. Let me
hear from you the children
to the secretary evening. S. D. Cabaniss

Names:

Cabaniss, S. D.

Kring, E. N.

Places:

Guntersville, AL

Types:

insurance

Dates:

May 22, 1884

CPB 1811 1884 (7) (3/5)

All premiums on both policies have
 been paid promptly & I have the receipts
 I don't think there would be any trouble
 only for the storage by Solomon & have
 written to the Equitable to know what they propose
 doing if interest the debt - doesn't being suit
 by the time they mature. The other do
 have never advised me of the steps by
 debt. I haven't heard from the Equitable yet.
 E.N.K.

140th N. W. Ave. just this moment see what
 will be the result in due time to write
 will now. I had both policies in my
 hands & deposit keeping them
 E.N.K.

Letter from
 E. N. Kring
 May 22 1884
 Copies of same
 are produced -
 in closed with
 letter

Names:

Kring, E. N.

Places:

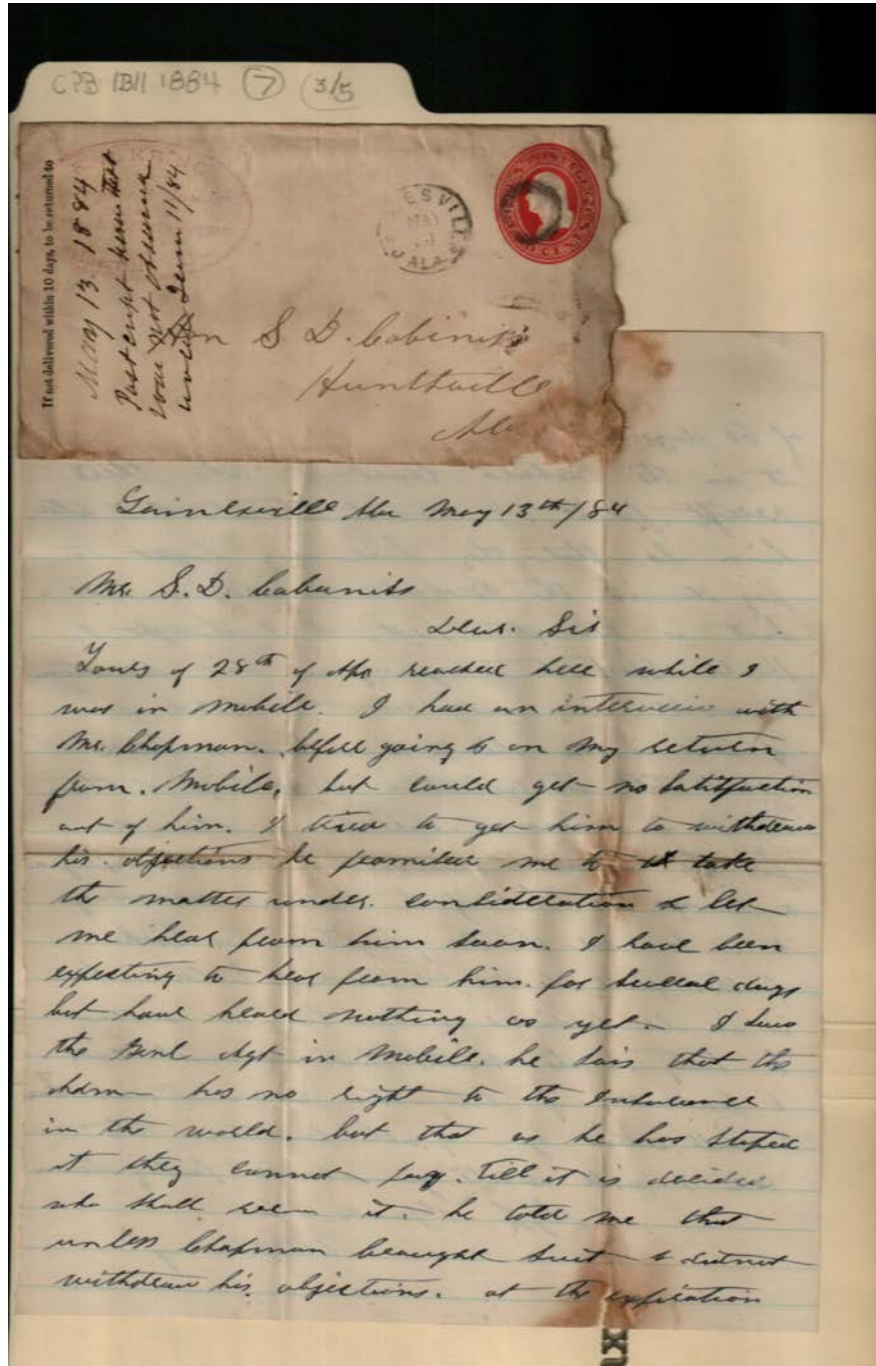
Guntersville, AL

Types:

insurance

Dates:

May 22, 1884



Names:

Cabaniss, S. D.

Chapman,

Places:

Gainsville, AL

Huntsville, AL

Types:

correspondence

envelope

Dates:

May 13, 1884

May 14, 1884

CPB 1B11 1884 (7) (3/5)

of 60 days he thought he should pay
 it in the Probate Court & take their
 receipt for it. I do not think & I told
 him so that they had any right to
 pay it in the Probate Court, unless
 suit is brought first. & I thought I
 should object to its going in that direction.
 It would only make suits. I think now
 if there is no change in outlook I shall
 wait till the expiration of 60 days & then
 make a demand, direct on the co
 for the amount. We had not employed
 a lawyer yet, but if it becomes necessary
 to do so we think of getting Mr. Cook
 of this place. & Mr. Jas. Head of Enterprise he
 is an old friend of Mr. S. We will not
 be hosty in the matter but will wait call
 to pendence. if litigation becomes necessary
 I will advise you of all facts in the
 case. I will write you more fully soon
 Resp. Yours &c
 E. N. Kring

Names:

Kring, E. N.

Places:

Gainsville, AL

Types:

correspondence

Dates:

May 13, 1884

CPB 1B11 1884 (7) (3/5)

I write now on a matter that
 concerns you, the children & myself. but
 it is in strict confidence. they all both
 good girls, full & unspotted in character
 but young & thoughtless, and perhaps impudent.
 especially Neffie. they lack a parents care
 & counsel. Neffie, from sickness &
 her mind has been ever taxed. she
 needs rest & a change of surroundings
 she wants to break up house keeping &
 go away some where. Keeping house is
 their old family business. have their
 confidence & about it ~~is~~ things
 all going to rack & ruin. I wish
 you would write to her & induce her
 to lock up the house, about 1st of June
 to go to Huntsville & spend a month
 or two. & if it would be agreeable to
 you write to her. & I will use my
 influence in that direction. it will
 be for the best & I think we can

Names:

, Neffie

Places:

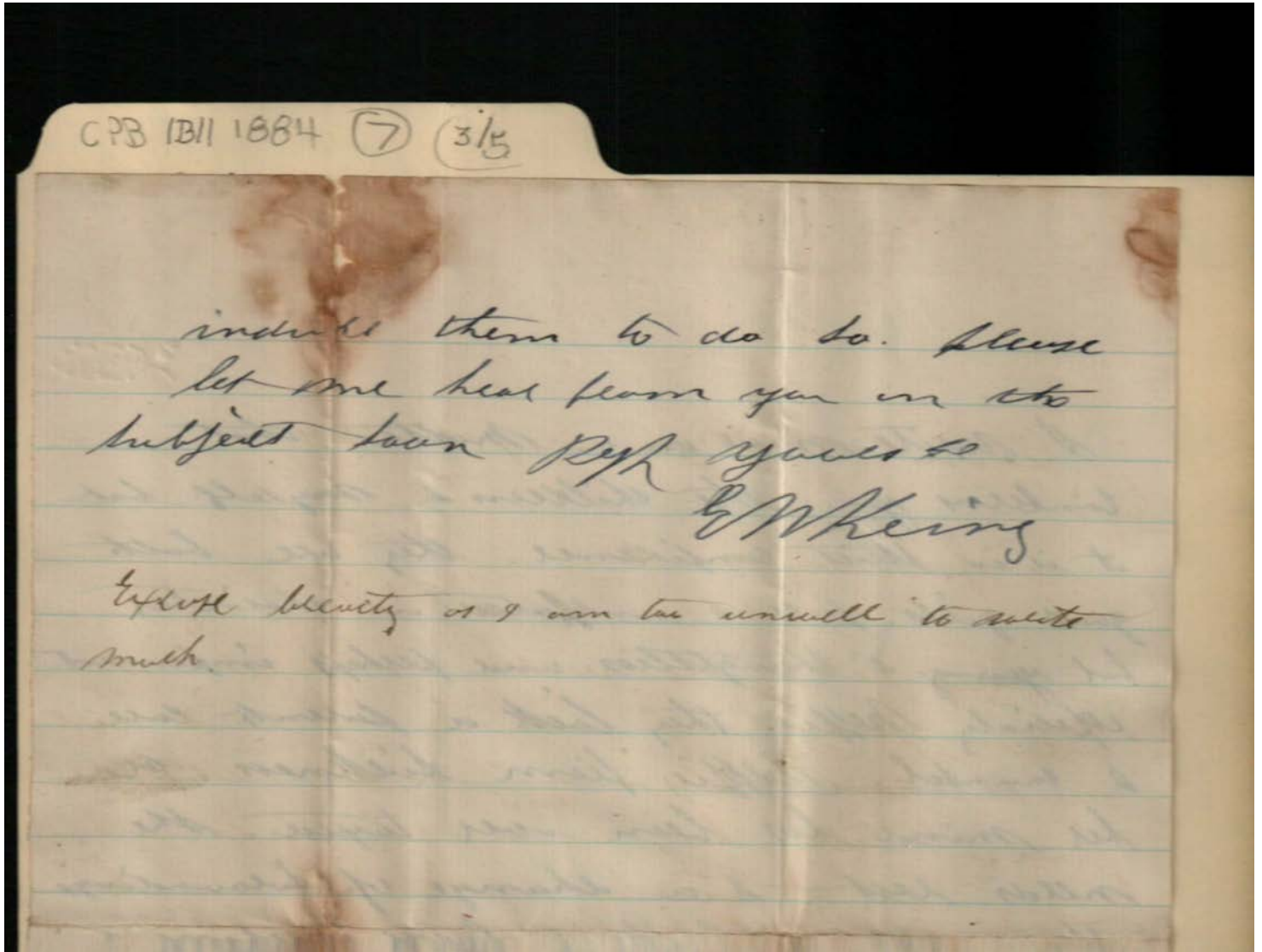
Gainsville, AL

Types:

correspondence

Dates:

May 13, 1884



Names:

Kring, E. N.

Places:

Gainsville, AL

Types:

correspondence

Dates:

May 13, 1884

CPB 1B11 1884 (7) (3/5)

The opinion of the Probate court that the thought
 they might pay on Probate court - now only the
 own opinion. He cannot know better - comes to
 the Probate court

Gainsville Fla May 29th 1884

Dear S. D. Cabaniss

Dear Sir

Yours of 26th just recd. Mr John C. Reese
 of Mobile is the Bond agent for the Equitable,
 there is one agent in Mobile, for New York life.
 Joseph E. Johnston sees Atlanta go all the
 by Southern agents for the New York life, there
 has been no correspondence between me &
 either of the Cos., ^{by way} the Equitable notified
 me by letter that they had stopped payment
 I had never seen any notification from
 New York life & I have my information
 from Mr Chapman only, he showed me
 copy of letter he wrote them, the
 Company having never notified me of ^{the} ~~their~~
 being stopped. Leads me to believe, that they
 will pay to Neffie & myself at Mobile
 unless suit is brought by Adam - I am
 of the opinion that both will pay at

Names:

, Neffie
Cabaniss, S. D.

Chapman,
Johnston, Joseph E.

Reese, John C.

Places:

Atlanta, GA

Gainsville, AL

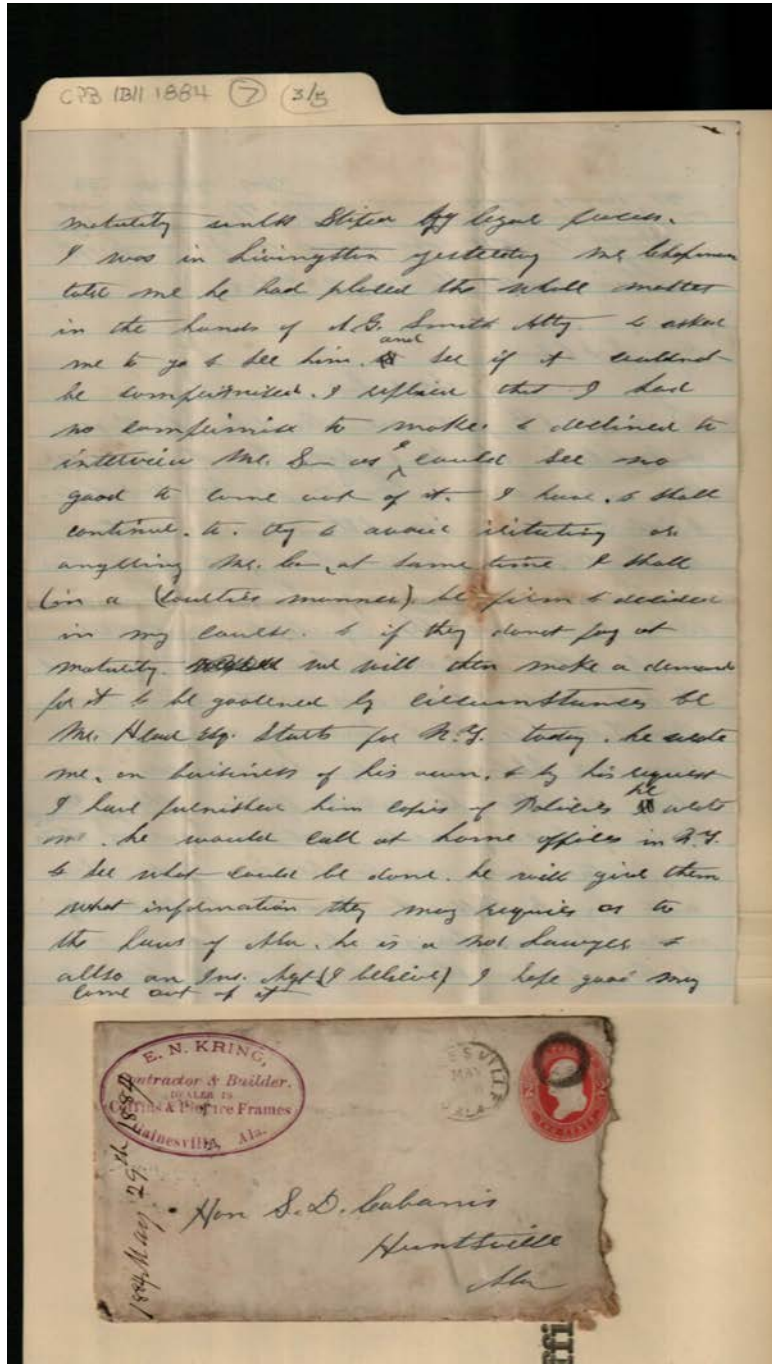
Mobile, AL

Types:

correspondence

Dates:

May 29, 1884



Names:

Cabaniss, S. D.

Chapman,

Krings, E. N.

Smith, A. G.

Places:

Gainsville, AL

Huntsville, AL

Types:

correspondence

envelope

Dates:

May 29, 1884

May 30, 1884

CPB 1B11 1884 (7) (3/5)

I have taken the \$1000⁰⁰ Exemptions for Sallie, it is mostly in mules & cattle their was nothing else available, no both on hand & the papers of but little value. have taken 13 mules some half all the mules except 3, all under contract for the year, of course I will get the best of them, from the best, the stock was the only thing I could get at out of in personalty, I thought it best to him with of mules dying, then to try to make it up of any of the papers on hand notes &c. the paper is about as ~~worthless~~ worthless as any I ever saw. Rest assured I shall do all ^{in my power} to get all I possibly can for Sallie. I will do for her in that respect, what I would for an own child. I want to see them this evening, they all well, I will probably be in Montgomery next week at this convention, if you will be there please

Names:

, Sallie

Places:

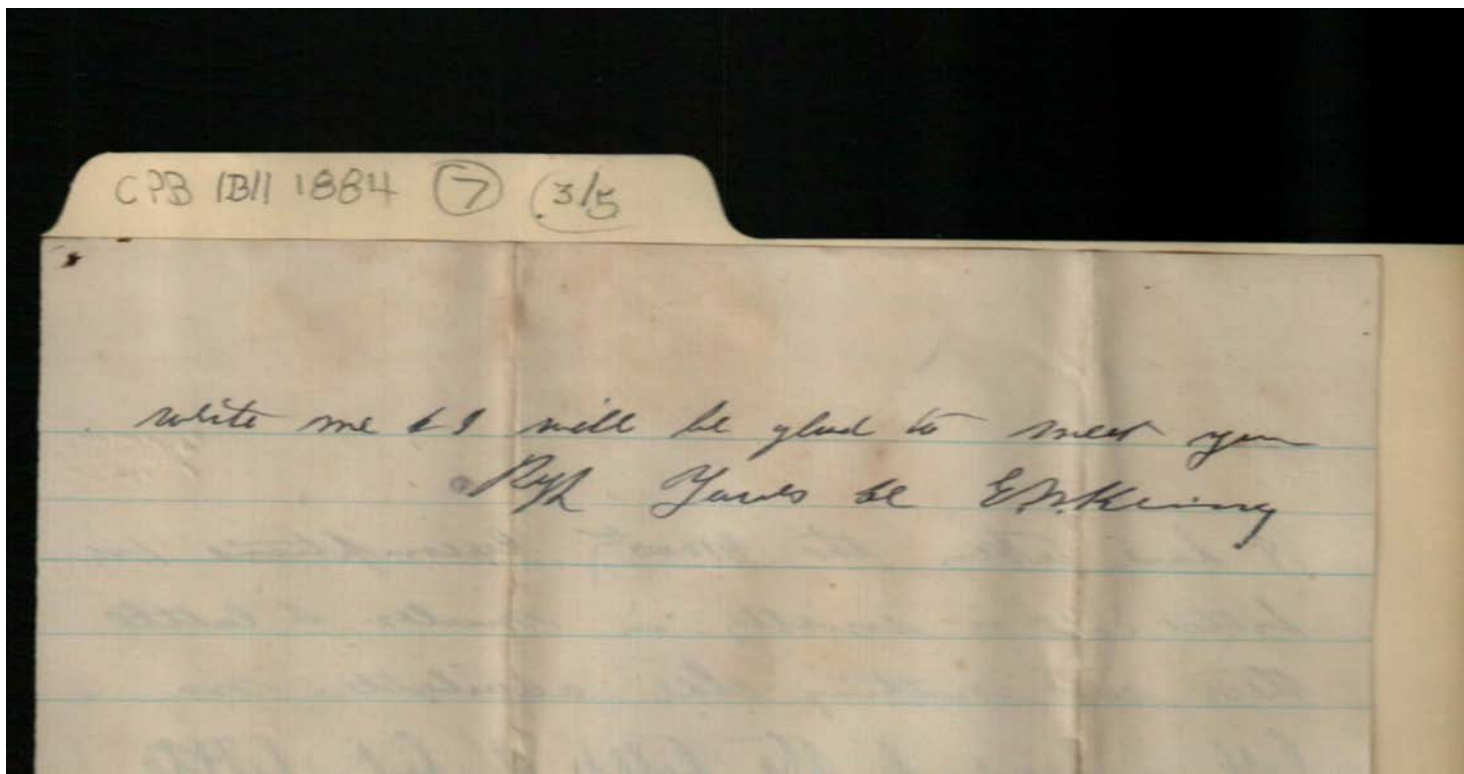
Gainsville, AL

Types:

correspondence

Dates:

May 29, 1884



Names:

Kring, E. N.

Places:

Gainsville, AL

Types:

correspondence

Dates:

May 29, 1884

C73 B11 1884. ⑦ 3/5

To the Chancellor of the Western
Division of the State of Alabama
Selling for the 5th Highest Bidder
The compound of the County of
Morgan at Somersville

William W. Garth who resides
in Madison County Alabama as
Ordnance under a deed of substituted
Settlement Settlement executed
by Moses W. Sykes. afterwards
Molly W. Grusbeck, and Charles
F. Grusbeck of date April 29th
1884 brings this bill against
said Moses W. Grusbeck who resides
in San Antonio County State
of Texas and himself William W.
Garth as former agent and Warrant
of the court
Complainant and says

1 On Jan'y 5 1883 Francis W. Sykes
late of Lawrence County Alabama
deceased departed this life leaving
said Molly W. Grusbeck his daughter
one of his heirs at law and one
of the distributees of his estate

2 On January 20 1883 said Molly
W. Grusbeck having been a deaf mute
from her birth, and being her
incapacity for business on that
account appointed her Uncle

Names:

Garth, William W.
Grusbeck, Charles F.

Grusbeck, Molly W.
Sykes, Francis W.

Sykes, M. W.

Places:

Morgan Co., AL

Types:

chancery court

Dates:

July 14, 1884

CPB 1211 1884. (7) (3/5)

6. Your Orator having been nominated by the said Molly W and Charles F as trustee in the case of Antonephus settlement executed as aforesaid on the 29th day of April 1884, a copy of which is hereto annexed hereto as aforesaid exhibit to hereto accept said Trust

Do the said therefore that said defendants may if they can show why your Orator should not have the relief hereto prayed and may according to the best and utmost of their several and respective knowledge remembrance information and belief full true direct and perfect answer make to without oath to each of the allegations in this bill and abide and perform the order and decree of the court in the premises, that the said Molly W Grusbeck may be made a party defendant to this bill by publication - That the court will take jurisdiction of the execution of said ~~Trust~~ and direct Trust and direct

Names:

Grusbeck, Charles F.

Grusbeck, Molly W.

Places:

Morgan Co., AL

Types:

chancery court

Dates:

July 14, 1884

CPB 1211 1884 (7) 3/5

examined and Antenuptial Marital
Settlement and papers an amended
& Supplemental bill *

Allege (among other things)

1 That the said was educated at Aberdeen
in the State of Mississippi when Mollie
was residing with her ^{maternal} Aunt Mrs
Mollie F. Gregg. - That it was ~~found~~
in the presence of ~~and also~~ and
Jegun Seales and delinquent to
Complainant on the 17th day of
Mollie and Charles on the day of
its date and Apr 29 1884 in
the presence of said delinquent by
said Mollie F. Gregg and Mrs
Grusbeck the mother
of said Charles - and its ~~present~~
acknowledged before a ^{notary public} ~~certified~~ by
a Notary Public
of said City of Aberdeen ~~under his~~
That said Mollie was about
years of age the said Charles about
years
That ~~where~~

Names:

Gregg, Mollie F.

Grusbeck, Charles

Places:

Morgan Co., AL

Types:

chancery court

Dates:

July 14, 1884

CPS 1811 1884 (7) (3/5)

Complainant in the administration thereof, and also take jurisdiction of the settlement of said agency, take an account thereof, and decree for what assets or property of said estate complainant shall be charged as trustee with the management and administration thereof and for such other and further relief as the nature of his case requires

William W Garth Trustee of
Mollie W ~~Garth~~ Grusbeck
formerly Mollie W. Sykes

Note each and both of the defendants an acquiescence to answer without oath all the allegations of this Bill numbered respectively 1.2.3.4.5.6

Affidavit July 14 as to non residence of Mollie W Grusbeck

Names:

Garth, William W.

Grusbeck, Mollie W.

Sykes, Mollie W.

Places:

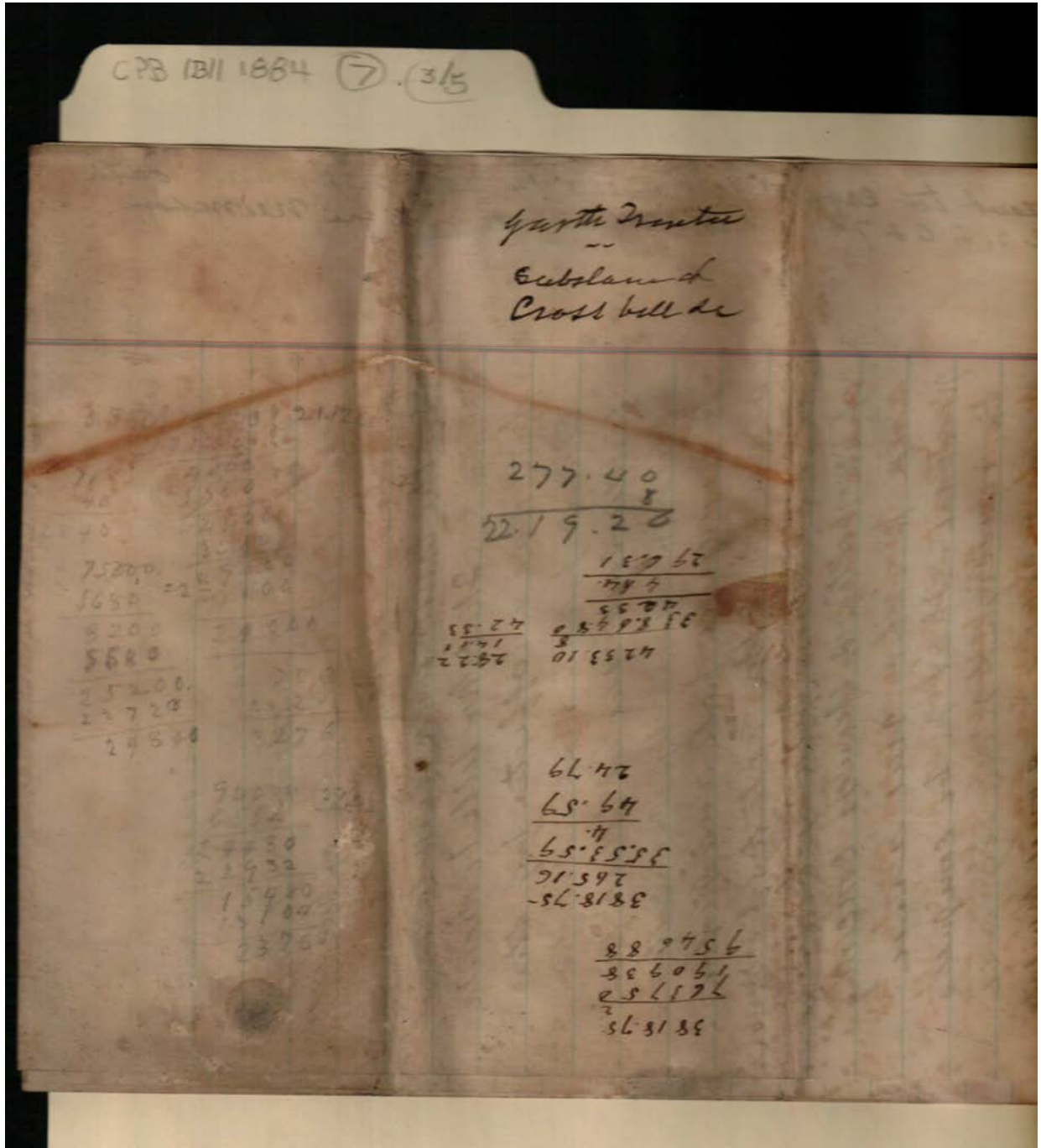
Morgan Co., AL

Types:

chancery court

Dates:

July 14, 1884



Names:

Garth,

Places:

Morgan Co., AL

Types:

memo

Dates:

1884

C73 1B11 1884 (7) (3/5)

1
Answer & cross bill
Caption shows that Bill was against
two defendants
Answer
1st Alleges death of her father testator and
sets forth copy of his will as follows
2
Admits that she has been a deaf mute
from birth & mentions exhibit A to
Bill & avers that ~~complainant~~ said
Complainant has acted as an
agent & as such has had the possession
management and control of all
the property, and that he still has
the possession ~~management~~
control of all her property
3
Admits that she has none in ~~land~~ -
4
Answers 3rd paragraph -
Admits ~~admits~~ that she signed an
instrument in writing in wording of which
she believes exhibit B to be a copy
Requires proof proven of same and
avers that she signed the same under
her circumstances details further on in
her answer
4. Believes 4th Allegation to be
True -

Names:

Grusbeck, Mollie W.

Places:

Morgan Co., AL

Types:

chancery court

Dates:

1884

C.F.B. 1884 (7) (3/5)

2

5. Shows that on May 6 1884 she entered
marriage with C.F.G. & with him
as her wife resided at San Antonio
until her death on or about July
3 1884 & that she still resides there
as her permanent home since his
death

6. That under provisions of said will
and otherwise, she is entitled in
her own right to a large amount
real & personal and that
of property since about 20th Jan^y 1880
said property has been in the
possession and under the control
of her uncle said Comst. W.W.G. by
said instrument Exhibit A to Will
That prior to Apr 29/84 she entered
into an engagement of marriage
with C.F.G. who resided at San. Anton.
That at the time of such engage-
ment said Garth had sole direction
and control of her affairs and
assumed to act as her parent or
guardian; and that without her
suggestion wish he had said alleged
and of antenuptial settlement
prepared - that all of its provisions items
&c were inserted wholly without

Names:

Garth, William W.

Grusbeck, Charles F.

Grusbeck, Mollie W.

Places:

Morgan Co., AL

Types:

chancery court

Dates:

1884

C78 1884 (7) 3/5

of said Garth she signed it under the pressure of the fear that her marriage would be prevented unless she signed the same

The suggestion or direction of Respondent or said Charles - That at the time when it was presented and presented to her she received with her aunt Mrs. M. F. Gregg sister of said W. W. G. - That respondent objected to signing same when presented to her - but believed that her marriage would not be allowed by said Garth and Mrs. G. unless she signed the same

That at sundry times prior to said April 24, said W. W. G. had controlled and directed her conduct and had threatened her freedom of action in regard to propositions of marriage and otherwise

That she believed at the time, that the signing of it by herself and said Charles was a condition precedent of their marriage imposed by said Garth who could prevent the consummation thereof

Respondent says that wishing to marry said Charles G. and fearing that such wish would be defeated unless she signed said instrument, and acting wholly under the persuasion and direction

Names:

Garth, William W.

Gregg, M. F., Mrs.

Grusbeck, Charles F.

Places:

Morgan Co., AL

Types:

chancery court

Dates:

1884

CPB 1811 1884 ⑦ 3/5

4. 7. Says the terms limiting, affected
consequences of said will not
explained to her by competent
& a and disinterested counsel of her
own and was not understood
26 by her - That her attention was
not called to the fact nor explained
to her that the deed contained
no power of revocation; and
that she did not understand
it same to be irrevocable
c No that she it deprived her
of all power of disposing of her
property by will
a No that it deprived her of
all control over her property
z That her attention was not called
to the fact that by said instru-
ment all her property was con-
veyed to a Trustee wholly without
bond or other security
f That she was informed by Gault
and believed that under said
instrument her property was
disposed of in the same
manner - That the property
of Eunice & Michen Respondents
should said Eunice die before

Names:

Garth,

Michen, Eunice D.

Places:

Morgan Co., AL

Types:

chancery court

Dates:

1884

5

C78 1B1 1884 (7) (3/5)

Prayer

Consent to be made cross bill against
W. W. G. but not against them as.

3. Trusted - a to Orsman

Interrogatories

1. If he had not possession & management
& control of her property - yes
all except that he knew of an
act. when deed was signed

2. If he has not prior thereto acted
as guardian or parent of
respondent and ~~deceased~~ trustee
her and deceased he consents
as if she were his child or wife

3. If she did not then reside
with his sister Mrs. Gregg

4. If he did not have access
to papers with out prior
suggestion of respondent and
Orsman

5. If he has not at sundry times
before death of her father and
29th April 1884 endeavored to pre-
vent her from following her own
wishes in regard to marriage
& permitted her freedom
of action in that regard &
otherwise

Names:

Garth, William W.

Gregg, Mrs.

Places:

Morgan Co., AL

Types:

chancery court

Dates:

1884

CPB 1811 1884 (7) 3/5

12 As to what he saw about James and if he did not feel so
 plain to him that James could make other disposition of his
 property

13 If about time of signing he did not say to him that in substance
 that the purpose of this was to enable him to have his property
 divided - if he or any other person had any property, and that the
 purpose of this was to enable him to have his property divided

14 If he did not at or about the time the deed was presented
 to the respondent & creation say in substance that under
 some such property arrangement was made - the proposed
 marriage could not take place until he could have a bill
 passed by the Legislature for the security and management
 of the property of deaf mutes

15 If the deed & its operation was not explained to her
 only by her counsel or legal adviser & not by any counsel
 of her own

16 Was explanation made as to extent of power of revocation

17 If she freely & voluntarily her assent to such being
 made

18 Was it explained that it depended upon the
 estate of Will

19 That James did not have to furnish security

Names:

, Eunice

Places:

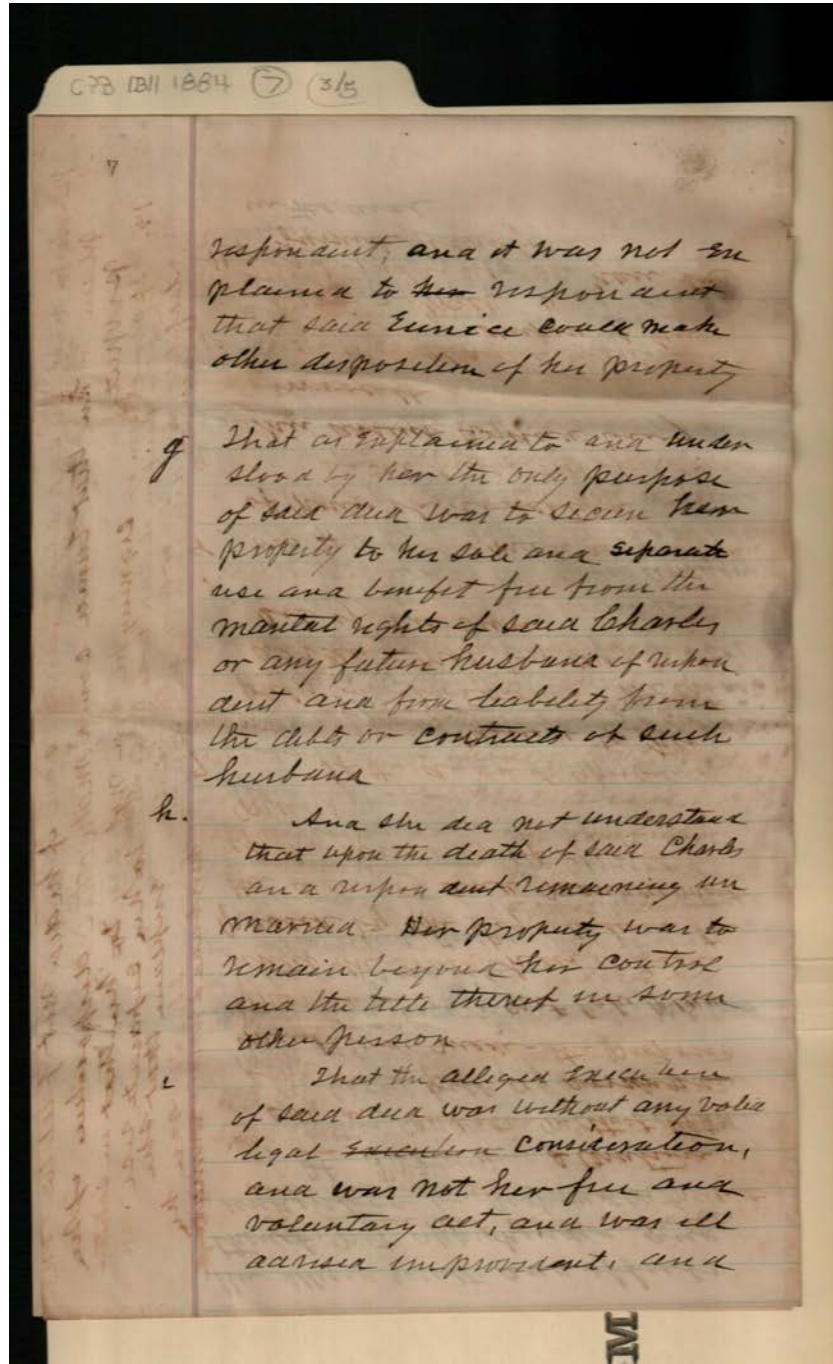
Morgan Co., AL

Types:

chancery court

Dates:

1884



Names:

, Eunice

Grusbeck, Charles F.

Places:

Morgan Co., AL

Types:

chancery court

Dates:

1884

CPB 1811 1884 (7) 3/5

8

The alleged results and effects thereof not apprehended and understood by respondent

It Praym

That this answer may be taken as a cross bill against said W. W. Garth

N.B. Can it be regarded in U.S. Court as a Cross bill -

The record declare that it was filed Sept 20 - That the petition was prepared for removal & bond peremptory & Sept 22, and filed Sept 22 -

So that the content was made with a view to removal -

Could not the matter of the Cross bill have been made grounds for a bill in Equity to in U.S. Court to annul the said if the Cross answer had not been made a cross bill -

Is not the course taken a fraud upon the jurisdiction of the court if it was the settled purpose to remove the cause - Why not present content by answer in state court and file original bill in Federal Court and ask Ch. Court to stay proceedings until this question could be decided in Federal

Names:

Garth, W. W.

Places:

Morgan Co., AL

Types:

chancery court

Dates:

1884

9

973 1811 1864 (7) (3/5)

First note. Reponment to Cross bill regard to answer without oath paragraph 1. 2. 3. 5. 6. & 7th & all interrogatories) in number

Prays that account be made annually and
in by each one
That she be a clear entitled to
appoint and dispose of her estate
as she may think proper in prouty
to the trusts and limitations
thereof. That her title be deemed
free and unaffected by the
claim of any person or persons
under said use of trust, that
said Mrs Garth be compelled
to render a full and perfect
account of the estate of her
decent & children hereby herein &
of all matters & things concerning
said property real and
personal - That he be compelled
to assign & convey all
property real & personal
to be retained in & conveyed
by said due or otherwise here
by here & for general relief
& for subpoena commanding said
Garth answer the allegations of
the Cross bill & abide therein
in prouty

Names:

Garth, William

Places:

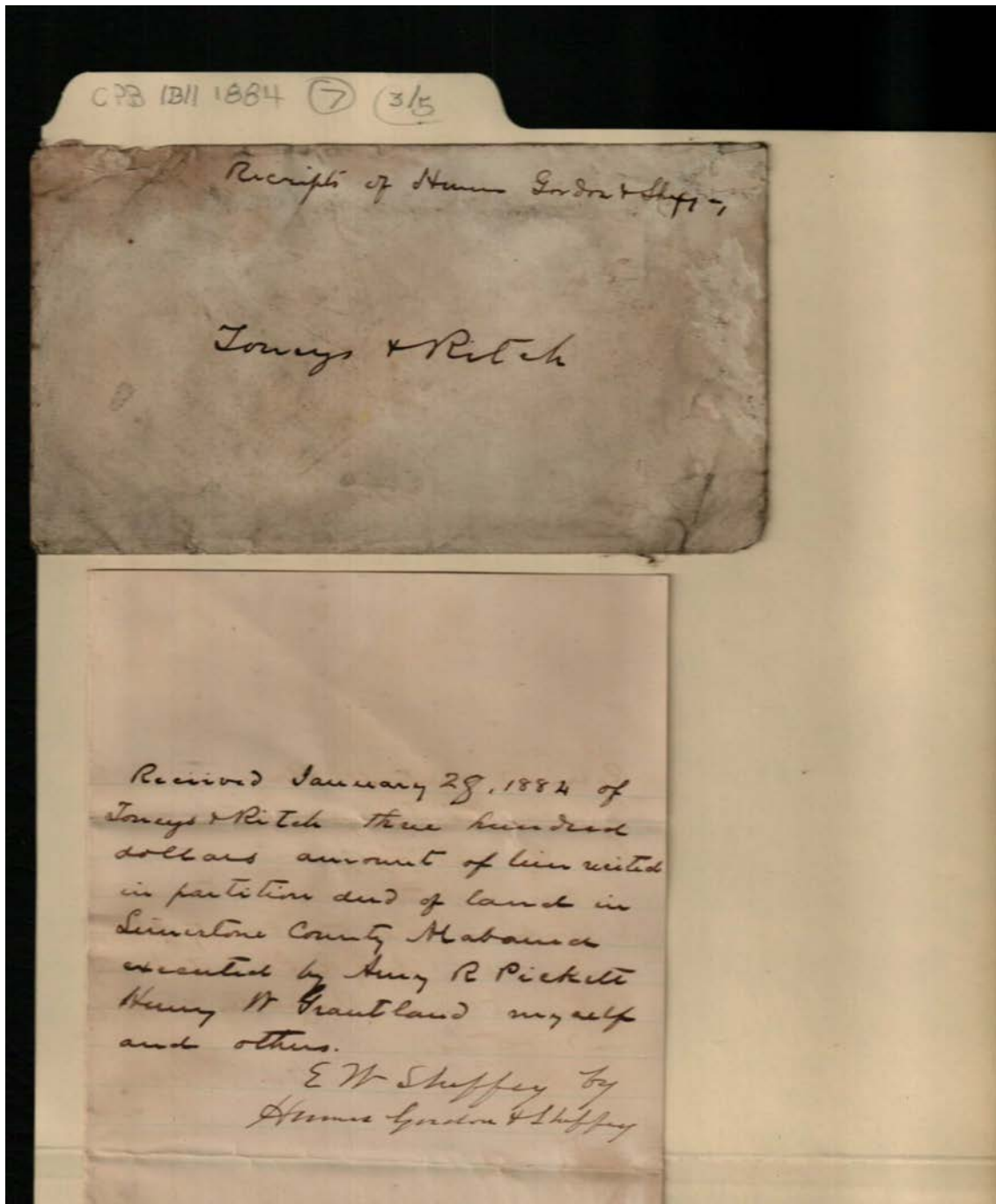
Morgan Co., AL

Types:

chancery court

Dates:

1884



Names:

Grantland, Henry W.

Humes, Gordon &
Sheffey

Pickett, Avery R.
Sheffey, E. W.

Toneys & Ritch

Places:

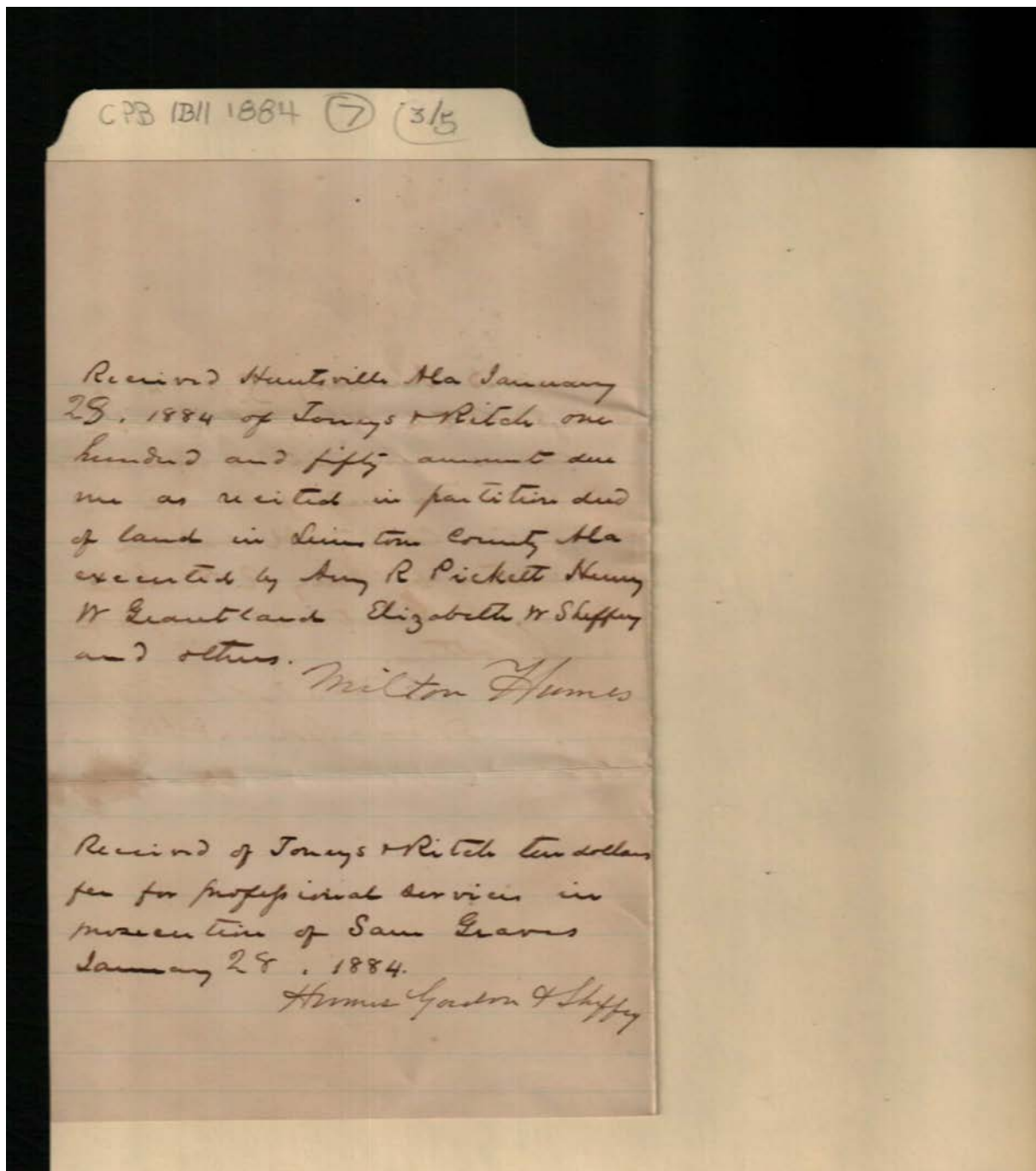
Huntsville, AL

Types:

receipt

Dates:

Jan 28, 1884



Names:

Grantland, Henry W.
Graves, Sam

Humes, Gordon &
Sheffey

Humes, Milton
Pickett, Avery R.

Toney & Ritch

Places:

Huntsville, AL

Types:

receipt

Dates:

Jan 28, 1884

CPB 1B11 1884 (7) (3/5)

Swancott Ala. Jan 29/84

Mr Ward.

I received a letter from Mr Humes requesting me to send the amts due Mrs Sheffey & himself as he has promised to loan Mrs Pickett \$2500. Enclosed find draft for \$400.00. One hundred of this is for Mrs Sheffey one hundred and fifty for Humes + ten dollars for Sheffey fee in the Sam Grass case. The weather has been so bad we could not divide the Pickett land. Yours

H. Toney

If this suits you you can deliver the drafts to Capt Humes if not astray sh.

H. T.

Names:

Humes,
Pickett, Mrs.

Sheffey, Mrs.
Toney, H.

Ward,

Places:

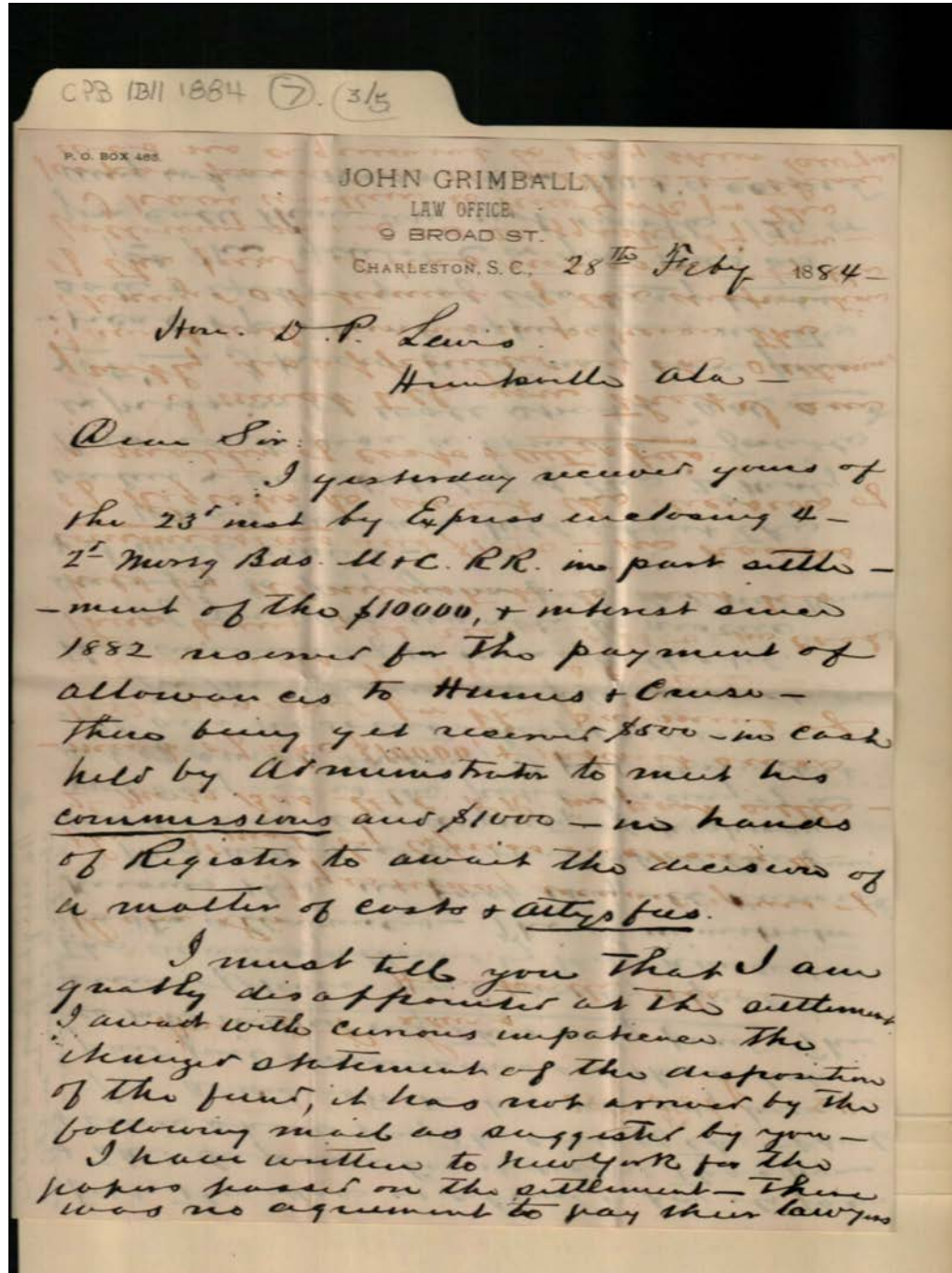
Swancott, AL

Types:

legal correspondence

Dates:

Jan 28, 1884



Names:

Grimball, John

Humes & Cruse

Lewis, D. P.

Places:

Charleston, SC

Huntsville, AL

Types:

legal correspondence

Dates:

Feb 28, 1884

CPB 1311 1884 (7) 3/5

fees, the idea is absent upon its face.
 The Supreme Court decides that Humes
 & Cruse should pay the costs of the appeal.
 The Administration has already been
 paid full commissions on the whole
estate including this very fund. The
 sum of \$10000- was exactly equal to
 the amount allowed by the Chancellor
 for the allowances. The Administrator
 knows this, no fact they all know it.
 This wholesale raid upon the fund
 lacks even the dignity of highway
 robbery - it is the petit larceny of a
 set of sneak thieves, I feel show what
 all our absolute helplessness -
 In the statement please include
 the amount of internal collection.
 If you are unable to rescue
 enough to pay your fees, let me know
 & I will remit -
 What you are told about the
 value & availability of the 2nd Maryland
 Bds. is, to use a common & forcible
 expression of Wall Street - "all dead
 rot" - I know from my own prac-
 tical & personal experience in the
 sale & exchange of the very bonds
 1st The general or gold Bds as
 you call them are not worth 120 or
 any where near it - 110 & a cent

Names:

Humes & Cruse

Places:

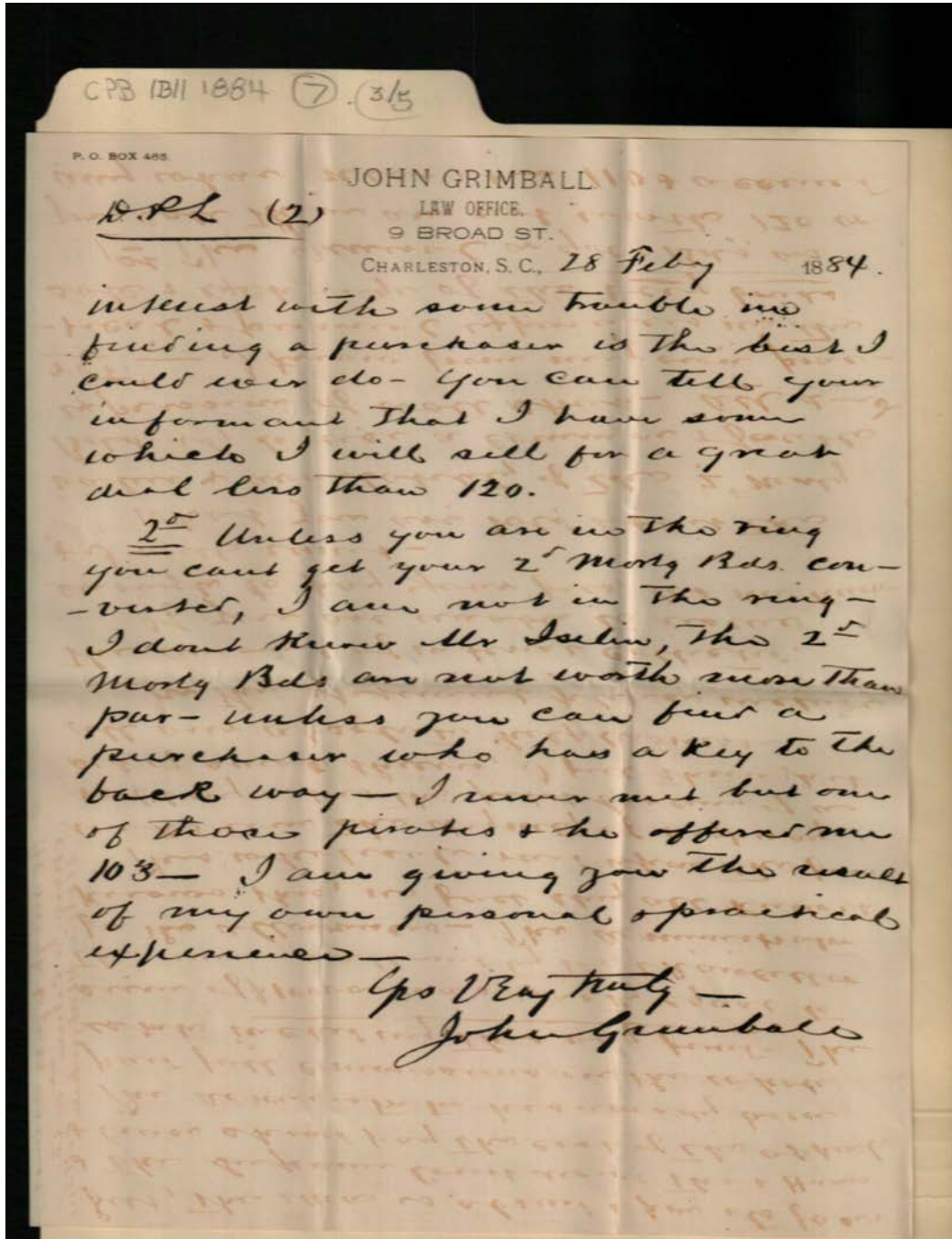
Charleston, SC

Types:

legal correspondence

Dates:

Feb 28, 1884



Names:

Grimball, John

Iselin, Mr.

Places:

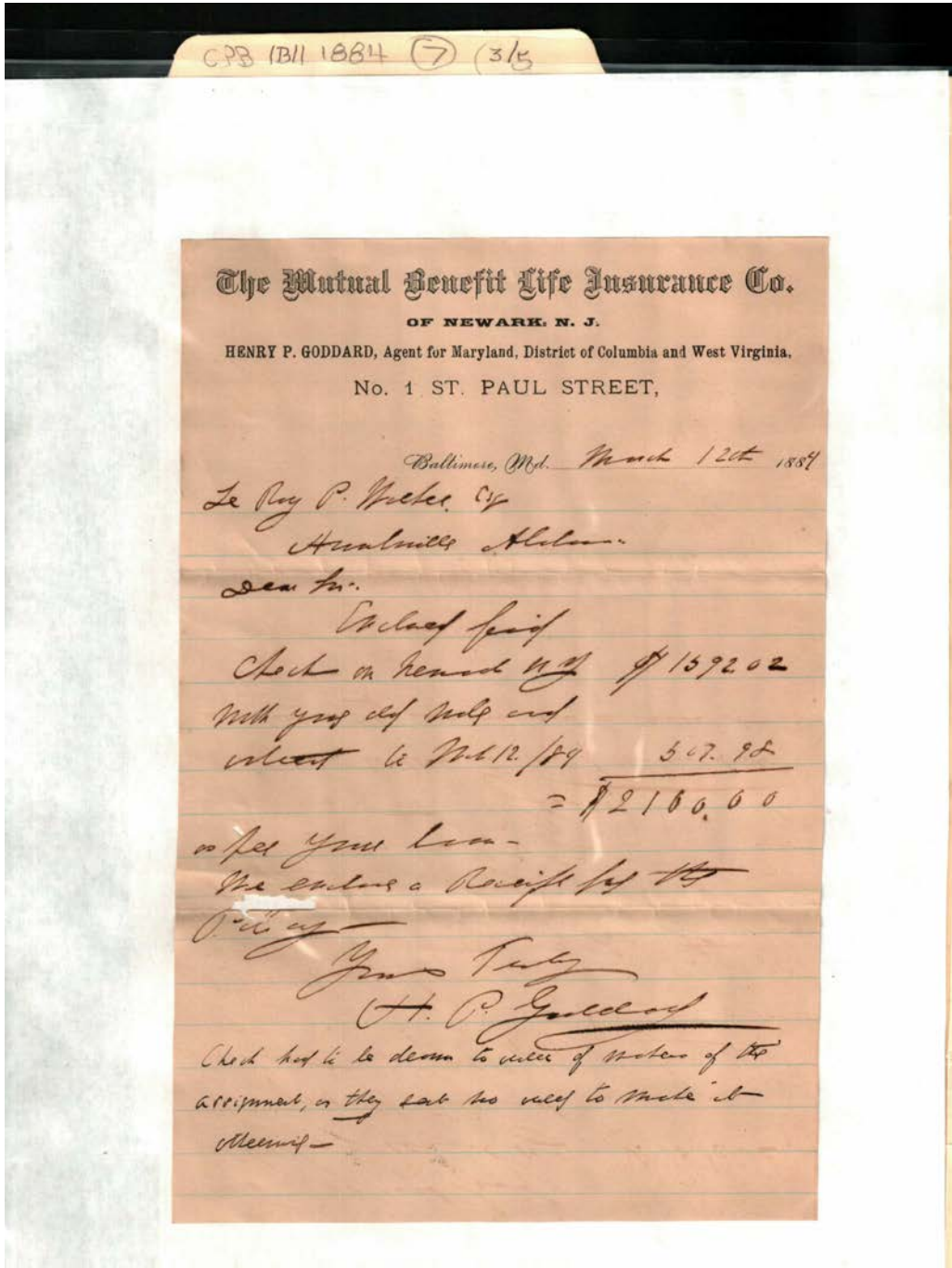
Charleston, SC

Types:

legal correspondence

Dates:

Feb 28, 1884



Names:

Goddard, Henry P.

Mutual Benefit Life
Insurance Co.

Walker, LeRoy P.

Places:

Baltimore, MD

Huntsville, AL

Types:

insurance

Dates:

Mar 12, 1884

CPS 1311 1884 (7) (3/5)

Gainsville Aug 7th/84

Mr S D Cabaniss

Dear Sir

Yours of 4th and 5th both rec today
the Equitable. have been informed
of the fact that the New York Life
had made payment in full. I
enclose you a letter from Equitable
to Mr Head. & unless they come
to terms soon we will be forced
to the necessity of bringing suit
we are only awaiting their final
answer if they refuse unless
refuse to pay. I do not see as we
have anything reasonable but the facts
I regret it if forced to it but
it cant be helped. we are having
some beautiful weather quite cold
have letter from Sullist today
will write her in a few days. if
any news rec from Equitable will
advise you at once let me hear from
you whenever convenient.

Yours truly
E N Kring

Names:

, Sallie

Cabaniss, S. D.

Head, Mr.

Kring, E. N.

Places:

Gainsville, AL

Types:

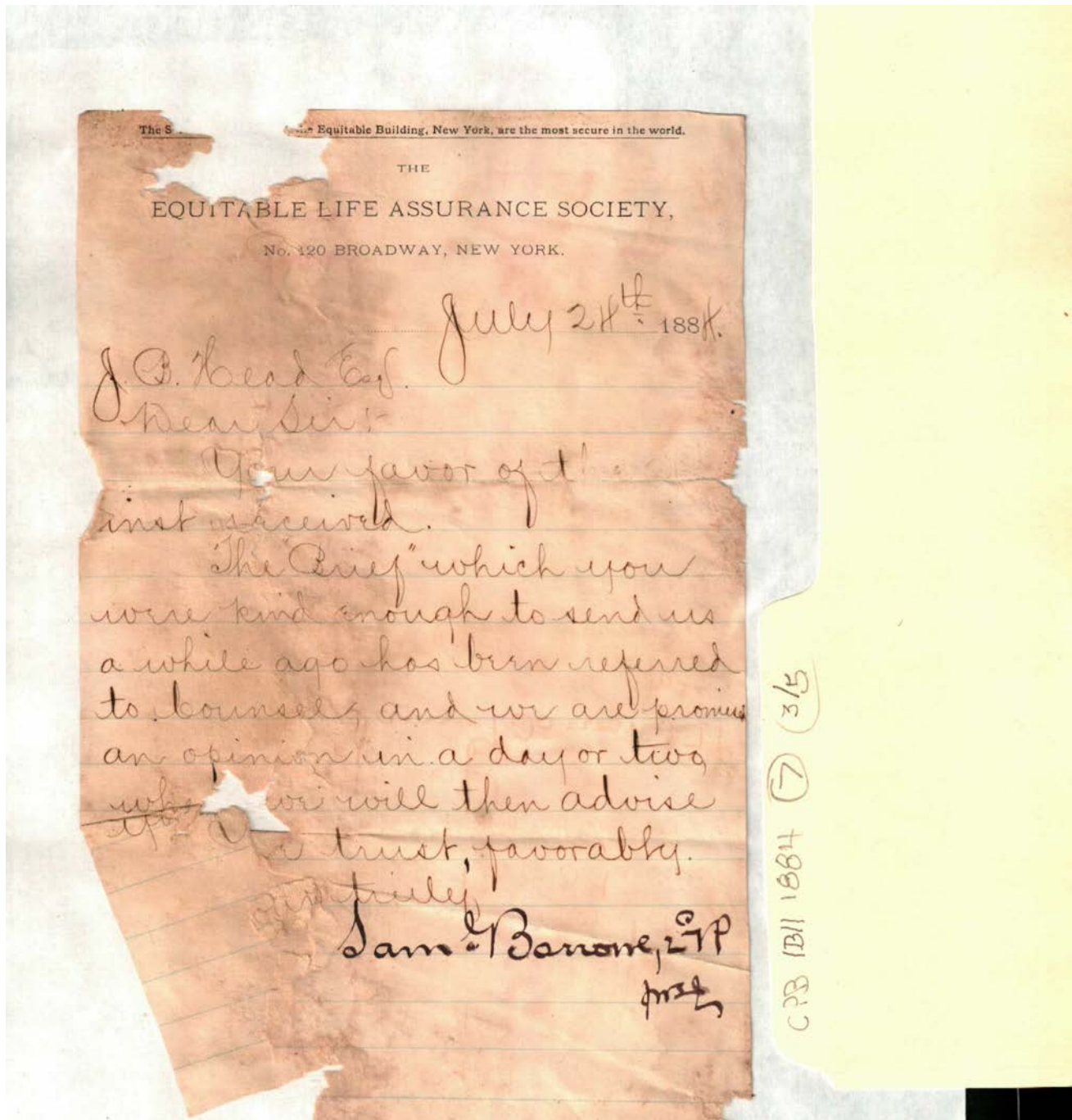
correspondence

Dates:

Aug 7, 1884

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 11, Folder 7
Legal and court documents, 1884 (3 of 5)

Image 33 r01b11-07-000-0087 [Contents](#) [Index](#) [About](#)



Names:

Barrowe, Samuel

Equitable Life
Assurance Society

Head, J. B.

Places:

New York

Types:

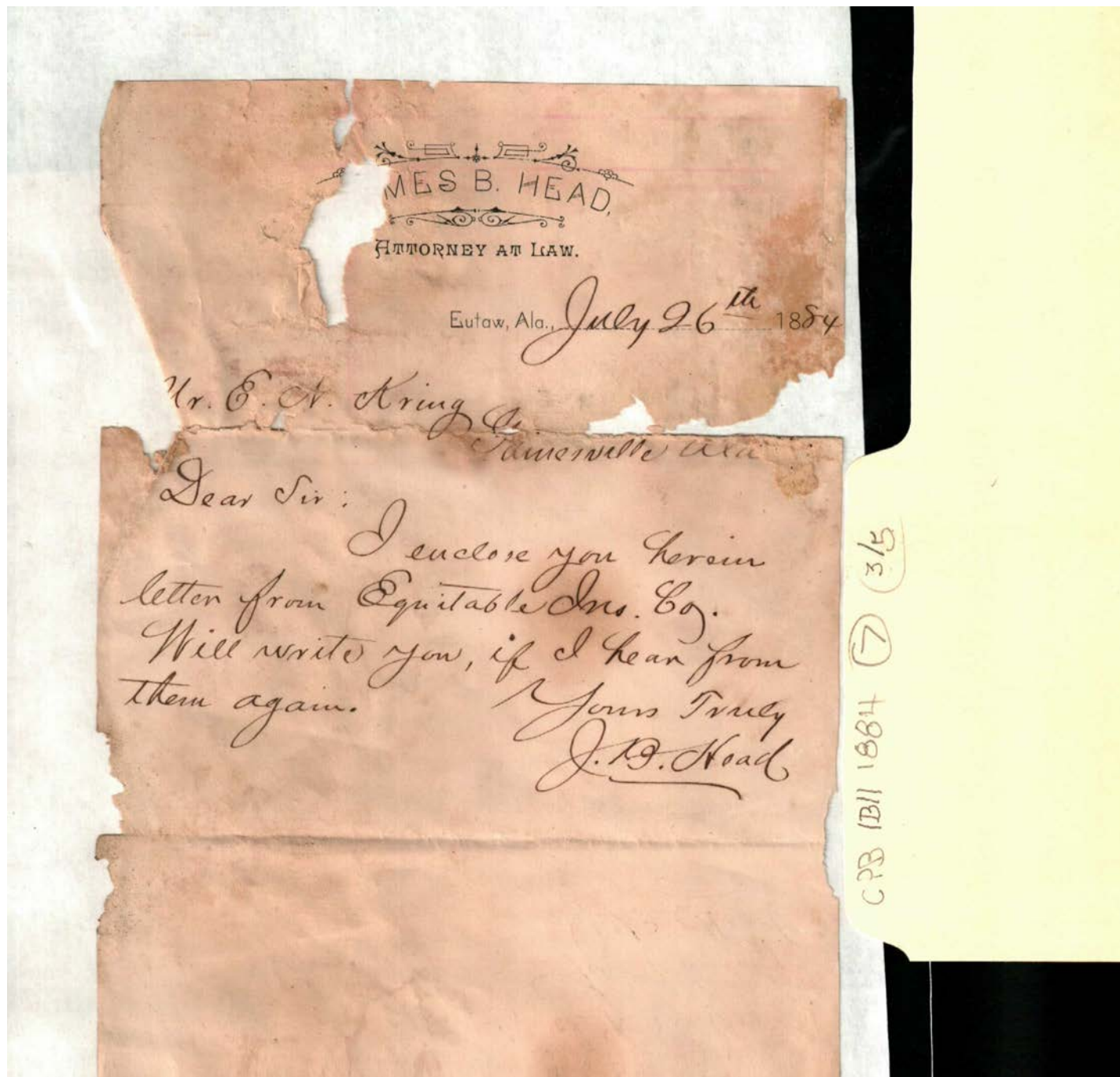
legal correspondence

Dates:

July 24, 1884

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 11, Folder 7
Legal and court documents, 1884 (3 of 5)

Image 34 r01b11-07-000-0088 [Contents](#) [Index](#) [About](#)



Names:

Head, James B.

Kring, E. N.

Places:

Gainsville, AL

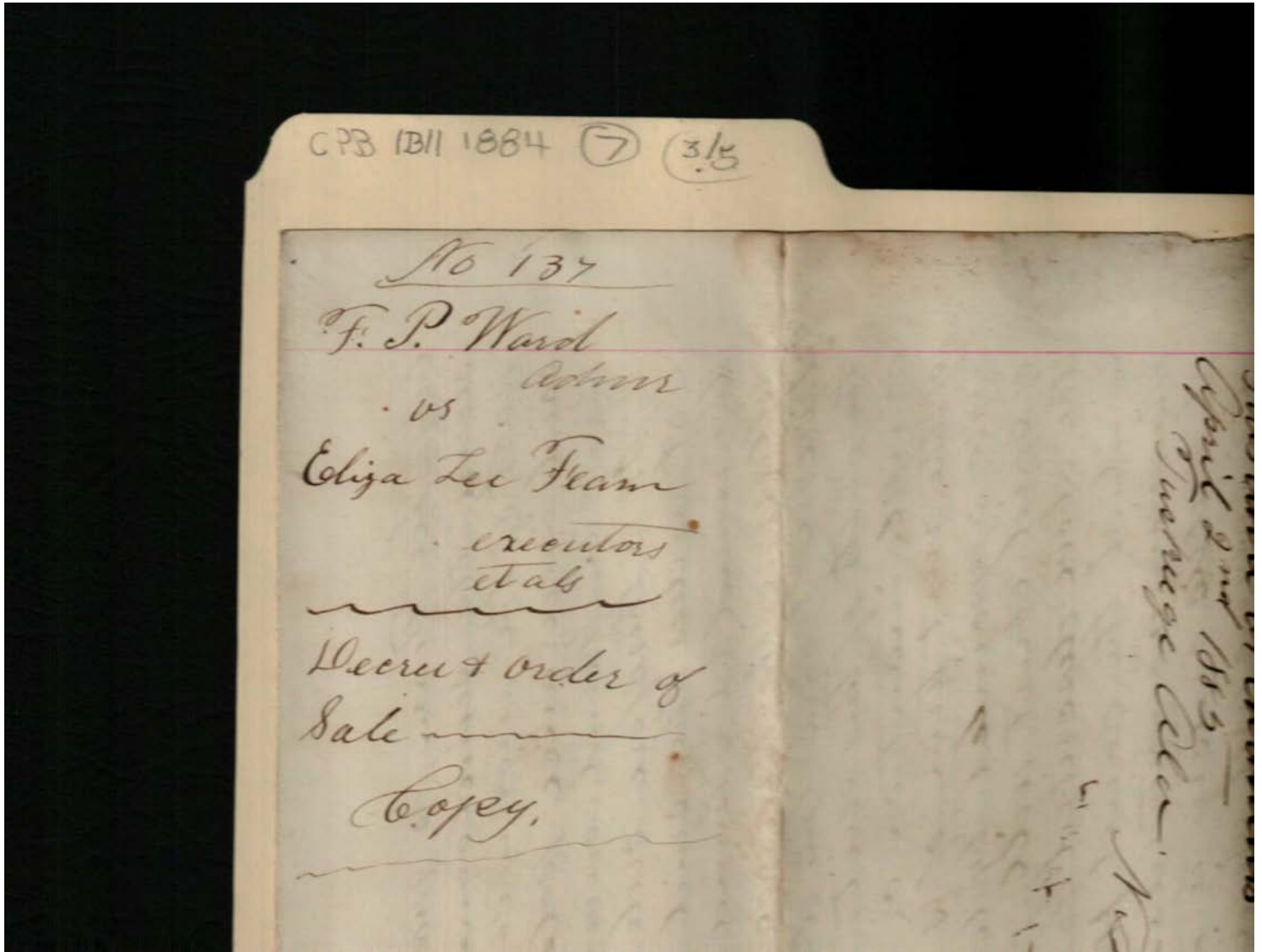
Selma, AL

Types:

legal correspondence

Dates:

July 26, 1884



Names:

Fearn, Eliza Lee

Ward, F. P.

Types:

chancery court

Dates:

Nov 1884

C73 B11 1884 (7) 3/5

137
 F. P. Ward
 admr &c
 vs
 R. T. Coles admr
 Eliza Lee Fearn
 and others. } In chancery at
 Gunterville
 Marshall Co.
 Ala

November Term 1884

This cause was submitted for decree at the November term 1884 of said Court, on the pleadings & proof as noted by the Register, and which note of submission is marked "filed Nov. 17, 1884, S. R. Rayburn, Register" and by consent and at the instance of the parties, held for consideration & decree in vacation, & was orally argued by the solicitors of the parties, at chambers Mr. Ward for the complainant, Mr. Humes for the defendants and on consideration it is adjudged that the complainant is entitled to the relief as hereinafter granted, and the Court ascertains and finds from the proof in the file the following facts to wit, that Robert Fearn the intestate of the deft Robert T. Coles admr - as principal and Thomas Fearn as principal surety of said Robert, contracted a debt in 1857 on which judgement was rendered in the circuit court of Madison County, Ala and that the complainant as the administrator of said Thomas Fearn, then deceased, paid off & discharged said judgement, & that then the said judgement was assigned & transferred to the complainant as provided by the statute, & that the sum so paid by the complainant on account of said judgement was the sum of Two thousand two hundred & seventy six ^{1/2} Dollars (\$2276 ^{1/2}) on to wit the 19th day of February 1872.

It is further ascertained by the Court, that Robert Fearn, while living effected a policy of insurance on his life in favor of Kate Coles Fearn an infant

Names:

Coles, Robert T.
 Fearn, Eliza Lee

Fearn, Kate Coles
 Fearn, Robert

Fearn, Thomas
 Humes, Mr.

Ward, F. P.

Places:

Guntersville, AL

Types:

chancery court

Dates:

Nov 1884

C73 1B11 1884 ⑦ (3/5)

child of said Robert, & paid or caused to be paid, the premiums on said policy ^{in accordance with the contract & terms of said policy} or the same was paid, to keep up and prevent forfeiture of said property policy by him or by his procurement or out of the estate he owned or controlled and that after his death, Eliza Lee Fearn one of these defendants & as guardian of said Kate Soles Fearn, collected the amount due on said policy to wit, the sum of nine thousand five hundred & ninety five & no dollars and that afterwards she as said guardian loaned eight thousand dollars, of said money to one James A. Donegan, & took from him, October 31, 1875, a mortgage to secure the repayment of said money so loaned on certain property in the city of Huntsville, & that the estate of Robert Fearn is insolvent, & therefore it is adjudged, that the complainant is entitled to be reimbursed the amount he paid on said judgment, & the interest thereon, out of the proceeds of said policy collected by the said Eliza Lee Fearn and it is hereby ascertained and declared that the amount of said sum so paid by the complainant on said judgment & the accrued interest thereon to this date is the sum of four thousand six hundred and twenty dollars, and a lien is hereby declared in favor of the said complainant, as administrator &c of said Thomas Fearn deceased, on the lot of land lying & being in the city of Huntsville, Madison County Alabama, and known as the Donegan residence bounded North by Randolph Street, East by an alley, South by Warden Lane & West by the lot of James Robinson the same being the lot or parcel of land described in the mortgage executed by said Donegan to the said

Names:

Donegan, James J.

Fearn, Eliza Lee

Fearn, Robert

Fearn, Thomas

Robinson, James

Places:

Guntersville, AL

Types:

chancery court

Dates:

Nov 1884

C.R. 1811 1884 (7) 3/5

Eliza Lee Fearn, as guardian &c to secure the sum loaned to him, being part of the money collected by her on said insurance policy, 3rd edition of Bump on Fraud conveyances §12.

It is therefore ordered and decreed, that unless the said sum of four thousand & six hundred & twenty dollars, with the accrued interest thereon from this date, together with the costs of this suit, is paid to the complainant on or by the first day of the next term of said court as now appointed by law - The Register of said court will proceed to sell the above described lot or parcel of land, at the Court House at Huntsville Madison County Alabama, for cash, at public outcry to the highest bidder, after having first given notice of the terms, time & place of said sale, in some Newspaper published in the County of Marshall in this State, (if any such be published,) & also in the 'Huntsville Independant,' a newspaper published in the city of Huntsville, & County of Madison Alabama for thirty days before said sale.

Any of the parties to this suit may purchase said property at said sale and on complying with the terms of said sale the Register will execute a deed of conveyance of said lot or parcel of land so sold, to the purchaser at said sale, which deed of conveyance it is hereby declared shall vest in the said purchaser all the Right, title and interest or claim of any of the parties to this suit, in & to said lot or parcel of land, whether equitable or legal - & if necessary to do so, the Register may issue the writ of possession in favor of said purchaser of said lot - against any of the de-

Names:

Fearn, Eliza Lee

Places:

Guntersville, AL

Types:

chancery court

Dates:

Nov 1884

CPB 1311 1884 (7) (3/5)

defendants to this suit or any one claiming under them or either of them, or any one who has come into possession of said lot since the commencement of this suit.

It is further ordered and decreed that the defendants Robert T. Coles adm^r & c of Robert Fearn deceased & Eliza Lee Fearn pay the costs of this suit, not heretofore otherwise ordered, for which execution may issue, but if necessary to do so - the Register may retain the said costs out of the proceeds of the said sale - including his commissions & all expenses incident to said sale under this order - & pay to the complainant the said sum above decreed to be due him as administrator & c of the accrued interest if so much, & if not so much, then so far forth as said proceeds of sale may extend, The Register will report his action in the premises to the Court - & such balances if any as there may be,

This done at chambers
April 2nd 1885
Tuskegee Ala.

N. S. Graham
Chancellor

Names:

Coles, Robert T.

Fearn, Eliza Lee

Fearn, Robert

Places:

Guntersville, AL

Tuskegee, AL

Types:

chancery court

Dates:

Apr 2, 1885

Nov 1884

C.P.B. 1811 1884 (7) (3/5)

In Chancery
For the 3rd District Eastern Chancery
Division of the State of Alabama
Francis P. Ward, Adm^r of Thomas
Fearn dec^d.

Amend said ~~sum~~ by adding
thereto an additional paragraph
numbered fourteen, viz:

Para Defendant Eliza L. Fearn, as
Ex^r &c. as aforesaid, since the in-
stitution of ~~said~~ ^{the} suit has foreclosed
said mortgage executed by said
James J. Donegan to receive the pay-
ment of said loan to him &
this Dept. only realized from said
sale the sum of \$6000⁰⁰ after
paying the costs & expenses
incident to said foreclosure.
Defendant further states that the
estate of said James J. Donegan is
noted insolvent, she will be
unable to realize anything further
from said indebtedness due
by his estate.

Defendant further states
that the estate of said Robt.
Fearn Jr. is not included in
much larger sum than \$6000⁰⁰
to the estate of her testatrix on
account of said balance due
her on said decree of said
Chancery Court of Madison Co.,
Ala., granted before the death
of said Robt. Fearn Jr.

Humes, Gordon & Sheffey

Names:

Donegan, James J.

Fearn, Eliza L.

Fearn, Robert, Jr.

Fearn, Thomas

Humes, Gordon &

Sheffey

Ward, Francis P.

Places:

Alabama

Types:

chancery court

CPB 1211 1884 (7) (3/5)

In Chancery
West District Eastern Division State
of Alabama

Francis P. Ward, Adm^r &c
vs
Eliza Lee Fearn, Ex^r &c Stab^{ly}
Def^{ts}

With Honable Will S. Graham, Chanc^{er}

Your petitioner Eliza Lee Fearn as
Executrix of the estate of Kate Coles Fearn
deceased respectfully asks Your Honor for
a rehearing in this cause and on grounds
of this application state the following -

The decree of the court was rendered without
consideration of an amendment to the answer
of Petitioner which was submitted and agreed
by Complainant should be considered as part
of the Pleasings in the cause and without the
Court considering certain testimony noted by
Defendant as part of her testimony in the cause
and which was agreed by Counsel for the
Complainant should be considered by the Court
the same as though it had been noted during
term time as part of the testimony offered
by Defendant on the submission of the
cause.

Humes Gordon Sheffey
& Wood Clays Attys
for Def^{ts}

Before me Saml H Rayburn Reg^r &c
This day personally appeared John H Sheffey
one of the solicitors of the Defendant, who
upon oath says that the facts stated in the
above petition are within his knowledge and
not of the Defendant, and are true to the best
of his knowledge information and belief

Shewn to & subscribed
before me this 20th day 1884
S. H. Rayburn
Reg^r

Names:

Fearn, Eliza Lee
Fearn, Kate Coles

Humes, Gordon &
Sheffey

Sheffey, John H.
Ward, Francis P.

Places:

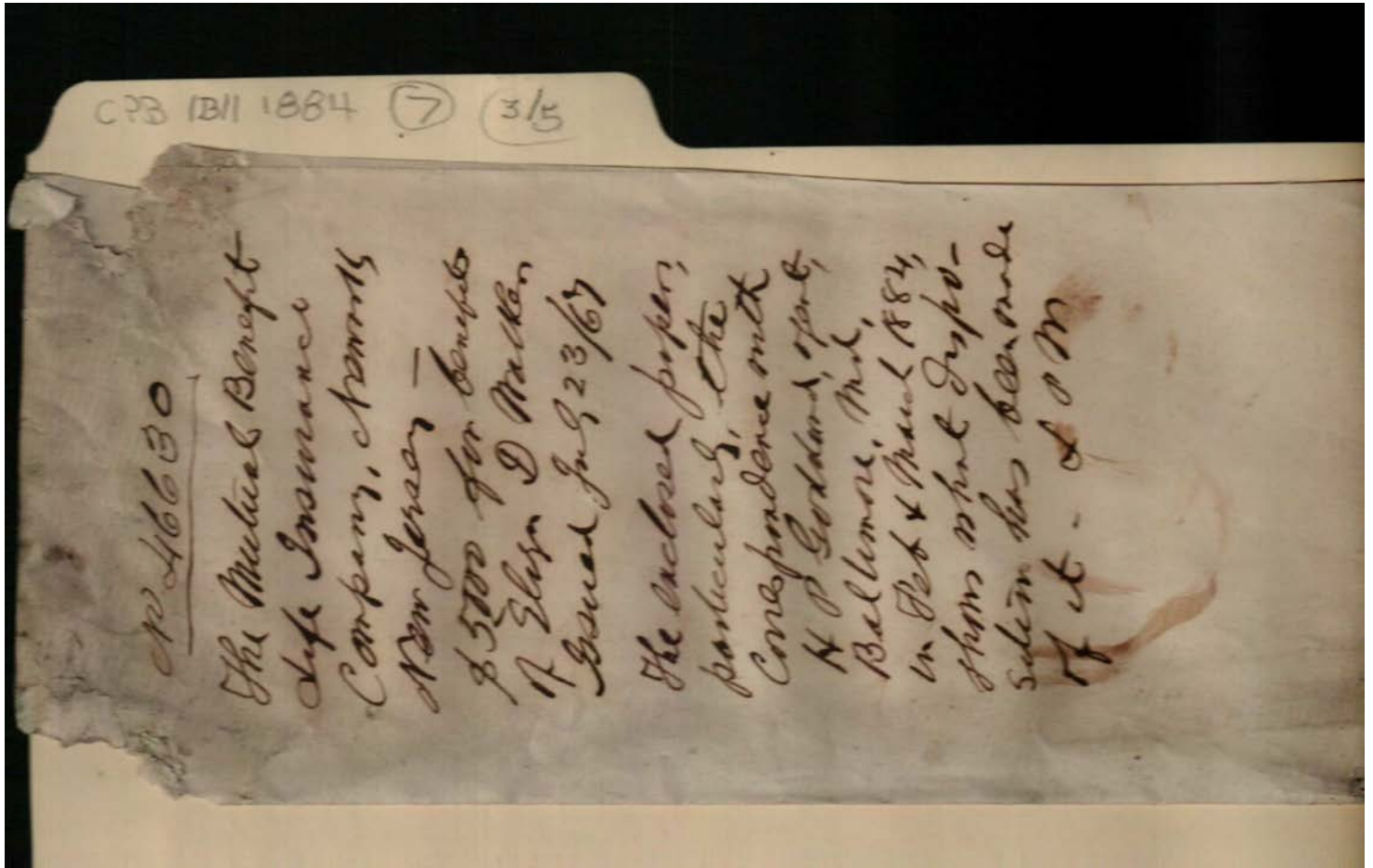
Alabama

Types:

chancery court

Dates:

May 20, 1884



Names:

Goddard, H. P.

Mutual Benefit Life Insurance Co.

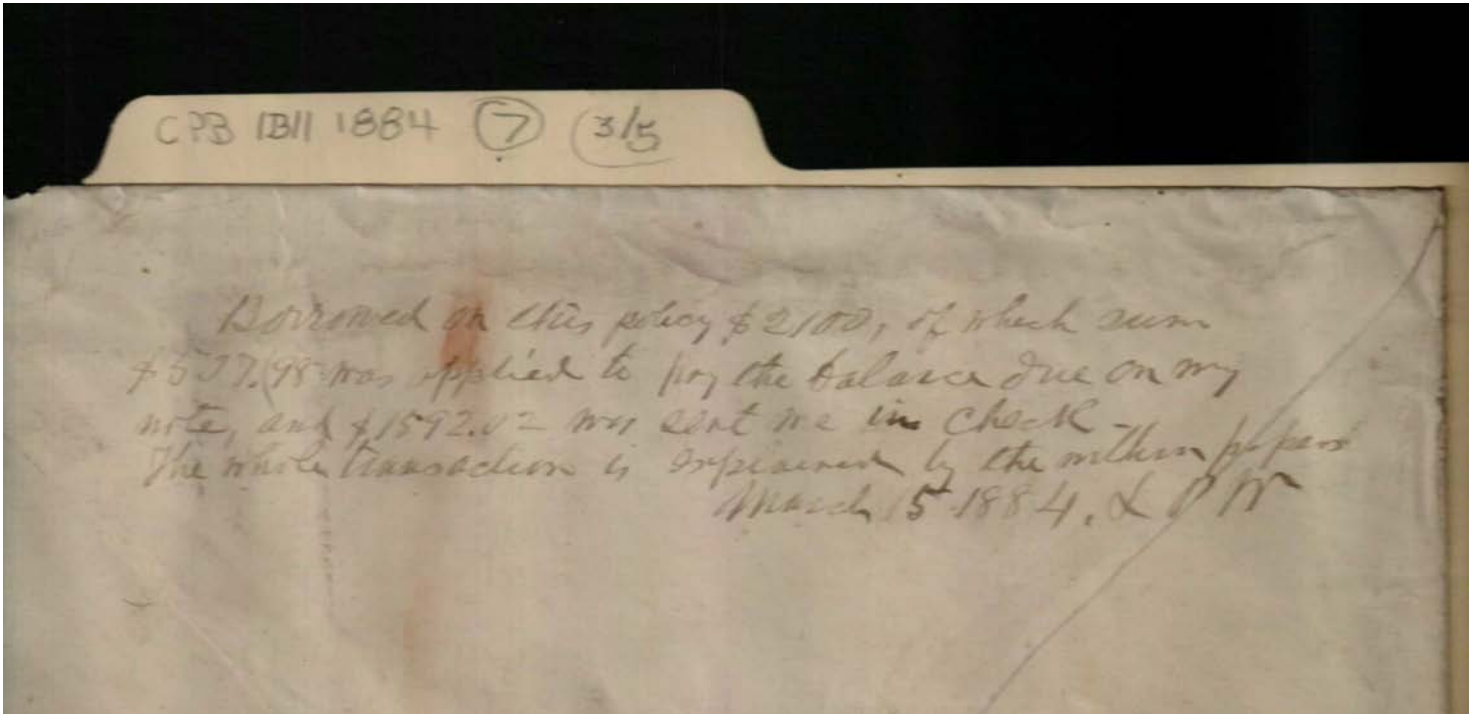
Walker, Eliza D.

Types:

insurance

Dates:

1884



Names:

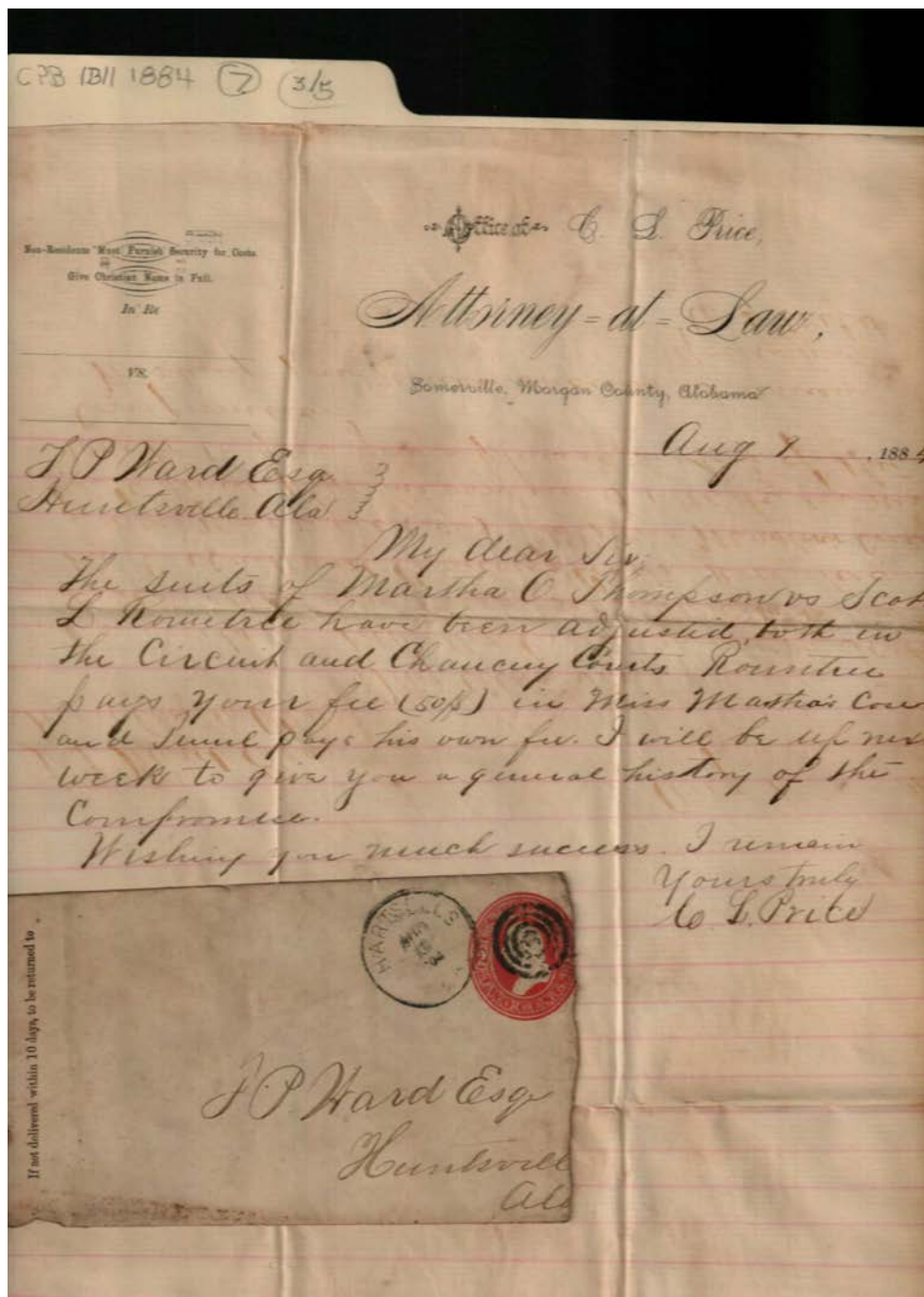
Walker, LeRoy P.

Types:

insurance

Dates:

Mar 5, 1884



Names:

Mastin, Miss
Price, C. S.

Rountree, Scott L.
Thompson, Martha C.

Ward, F. P.

Places:

Huntsville, AL

Somerville, AL

Types:

envelope

legal correspondence

Dates:

Aug 9, 1884

CPB 1B11 1884 (7) (3/5)

R. E. Spragins, Successor to
~~DAVID P. LEWIS~~, & Spragins,
ATTORNEY AT LAW,
HUNTSVILLE, ALABAMA.

Sept 26, 1884.

Mr. J. J. Rose,
Hillsboro, Ala.

Dear Sir,

I caution & do not wish to force
my retention as Atty. upon any client of
Gov. Lewis. But this is a matter of business
with me, I want all the money I think
I am entitled to, and unless the clients are
willing to pay for the work already done
(when I could not complain) I shall sue
for fees originally contracted for & I
think recover - for work already done
at any rate. My first proposition was
a fair one. I could have employed Mr. Wood
& paid him out Gov. Lewis' original fee. Since
that is not done, I still think I have rights
which can be enforced.

Very Respectfully,
R. E. Spragins.

Names:

Lewis, Gov.

Rose, J. J.

Spragins, R. E.

Places:

Hillsboro, AL

Huntsville, AL

Types:

legal correspondence

Dates:

Sept 26, 1884

CPB 1811 1884 (7) (3/5)

P.S. This was an open communication
submitted to Governor Gov. Lewis
for your pardon to occur in brief

Word.
Kearsville.

Dear Sir - I found you
the enclosed letter, for your information
and that you in turn may enlighten me
several years ago I employed Gov Lewis
in the case of Rose (vs) Fann & Co in the
Chancery Court at Madison. Since Gov Lewis
died I have employed you in some
case. - When I employed Gov Lewis, if he
had any partners I did not know it - nor
did I know of the partnership where I em-
ployed you. I do not know the terms of
Gov Lewis partnerships with Mr Spragins, if
indeed such partnerships ever existed. I
don't know if it was general & went to old
business & counties other than Madison.
I certainly want to be just - It was ^{how far} Gov Lewis
superior experience & ability, I wanted where
I employed him - and much as I might esteem
Mr Spragins, if I knew ^{him} I would want you to manage
the case after Lewis' death - what shall I now do
& how shall I reconcile Spragins & help you
2.9. 1884

I mean by this I want to return to you

Names:

Lewis, Gov.

Rose, J. J.

Spragins,

Types:


legal correspondence

Dates:

1884

CPB 1B11 1884 (7) (3/5)

LAW OFFICE OF

REUBEN CHAPMAN, 

Livingston, Sumter County, Alabama.

May 6th 1884.

S. D. Cabaniss, Esqr.
Huntsville, Ala.

Dear Sir:

Yours of the 28th Apr 1884 was duly recd.
According to the terms of the policies on Mr. Medewell's life I think it doubtful whether their proceeds go to the named beneficiaries or to his estate. My opinion is founded on principles of the Common Law as modified by sections 2733 and 2734 of the Code of '76, and the case of Team v. Ward 65 Ala 33, in which you were of counsel, and the authorities there cited. A policy under the statute must comply with the terms of the statute. One of the policies I think very nearly complies with the Code - the other I don't think does. In order to protect myself and another I am compelled to claim the proceeds of the policies for the estate as it will doubtless be insolvent. Otherwise the creditors of the estate will move to charge me with the amount of the policies. Although I may have to litigate the question with the heirs, yet I

Names:

Cabaniss, S. D.

Chapman, Reuben

Places:

Huntsville, AL

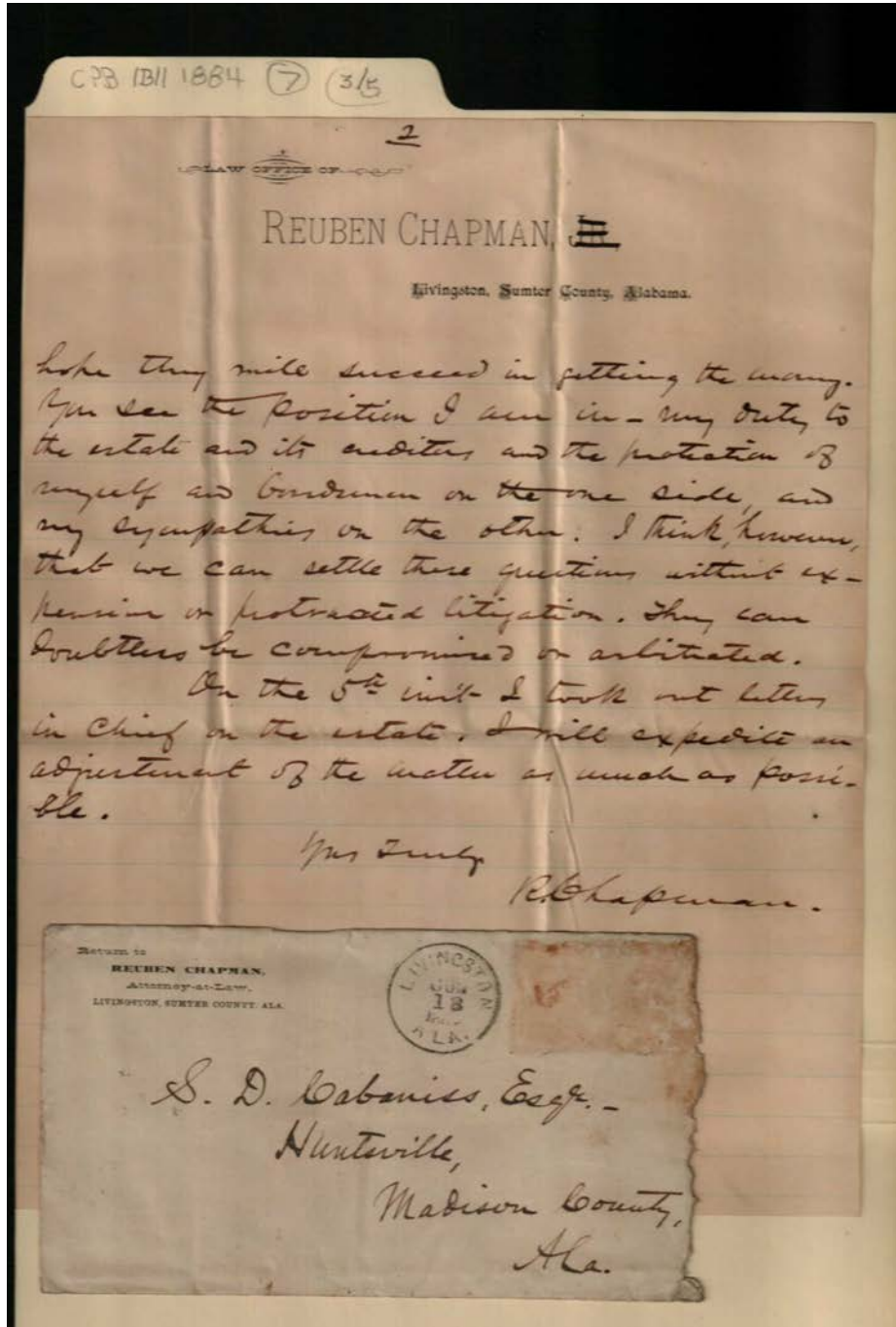
Livingston, Sumter
Co., AL

Types:

legal correspondence

Dates:

May 6, 1884



Names:

Cabaniss, S. D.

Chapman, Reuben

Places:

Huntsville, AL

Livingston, Sumter
Co., AL

Types:

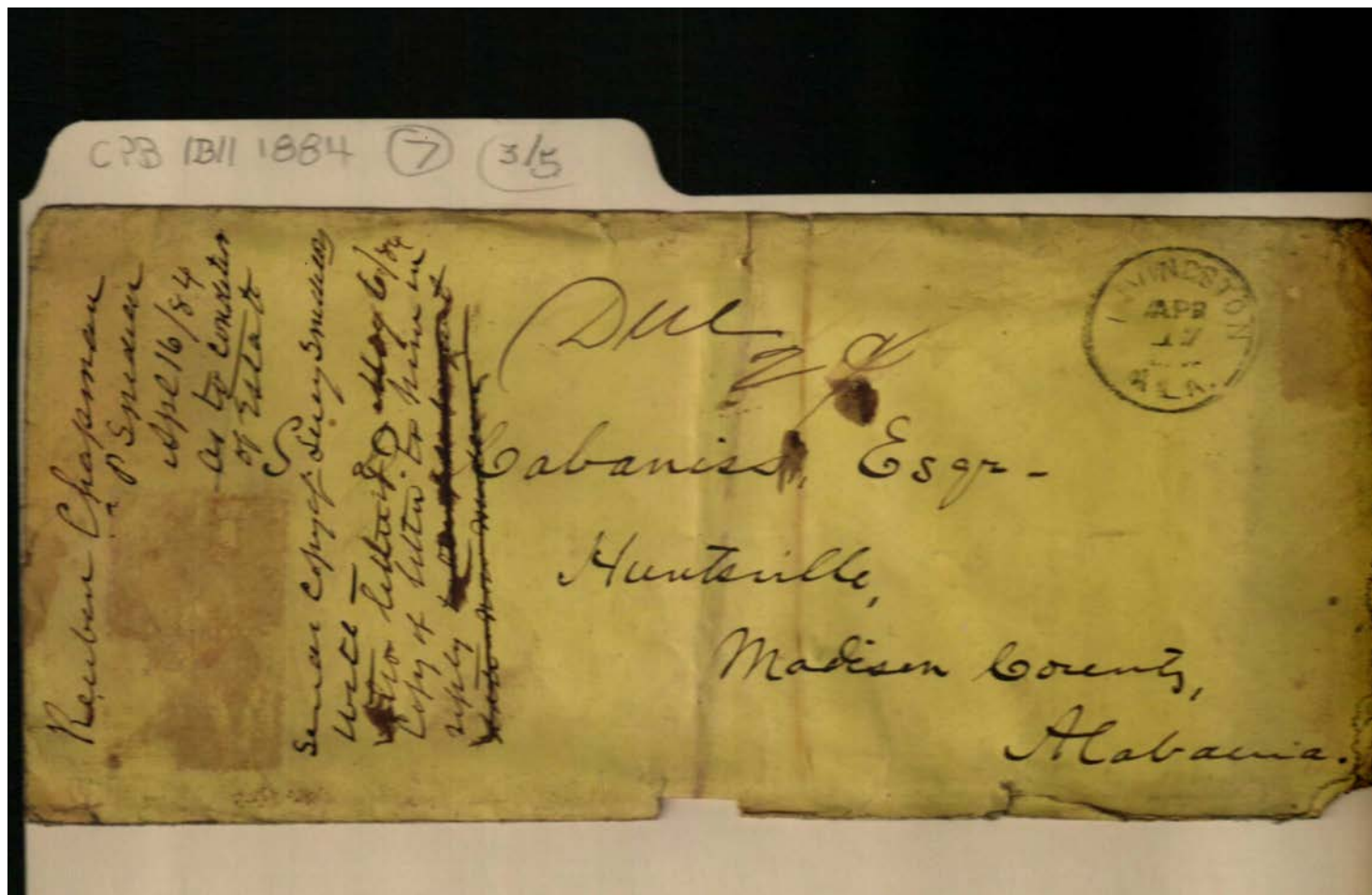
envelope

legal correspondence

Dates:

June 18, 1884

May 6, 1884



Names:

Cabaniss, S. D.

Chapman, Reuben

Places:

Huntsville, AL

Livingston, Sumter
Co., AL

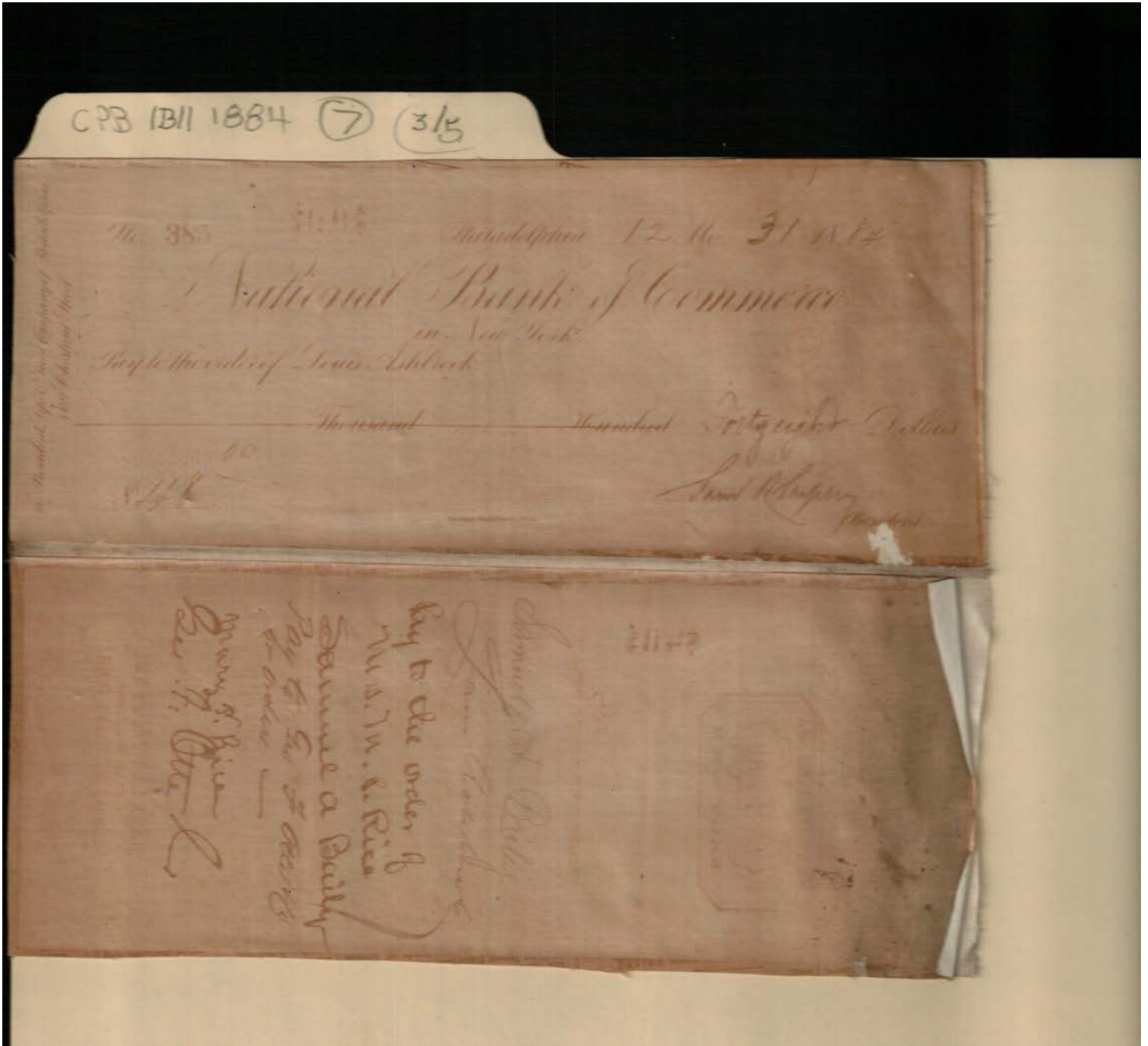
Types:

envelope

memo

Dates:

Apr 16, 1884



Names:

Ashbrook, Lewis

Baily, Samuel A.

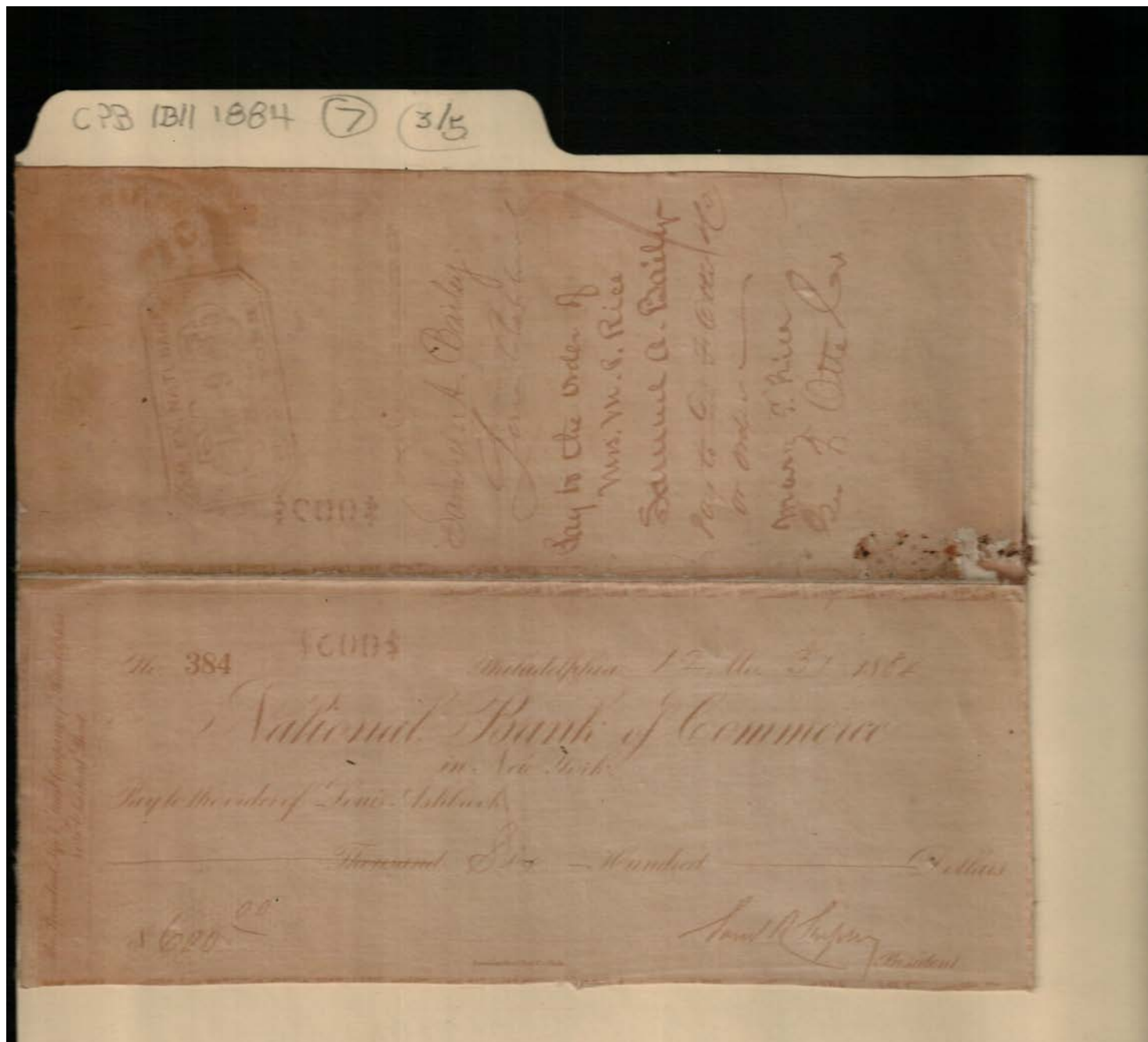
Rice, M. P., Mrs.

Types:

check

Dates:

1884



Names:

Ashbrook, Lewis
Baily, Samuel A.

Otte, George F. & Co.
Rice, M. P., Mrs.

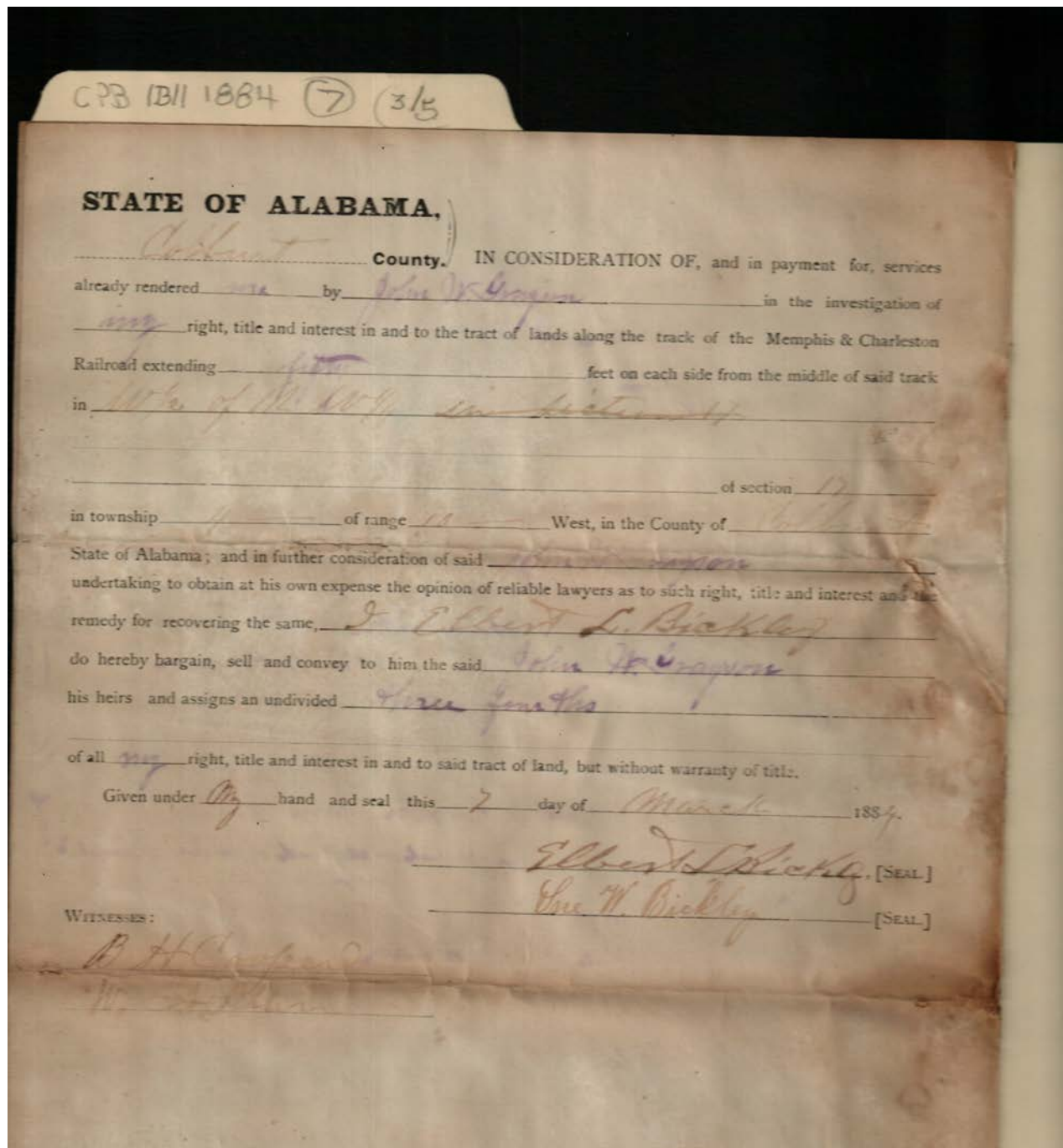
Rice, Mary

Types:

check

Dates:

1884



Names:

Bickley, Elbert L.

Bickley, Sue W.

Grayson, John W.

Places:

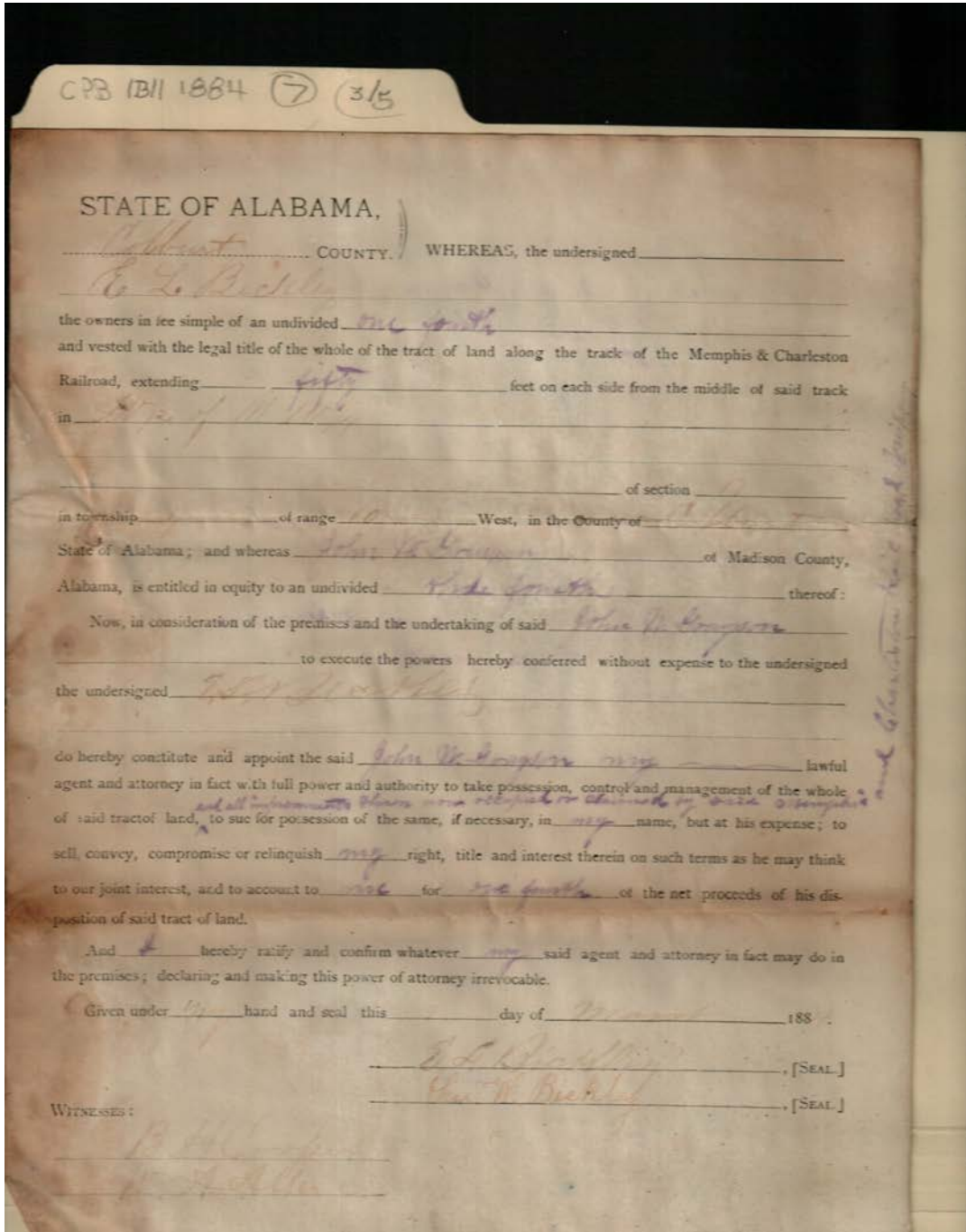
Colbert Co., AL

Types:

payment

Dates:

Mar 7, 1884



Names:

Bickley, Elbert L.

Bickley, Sue W.

Grayson, John W.

Places:

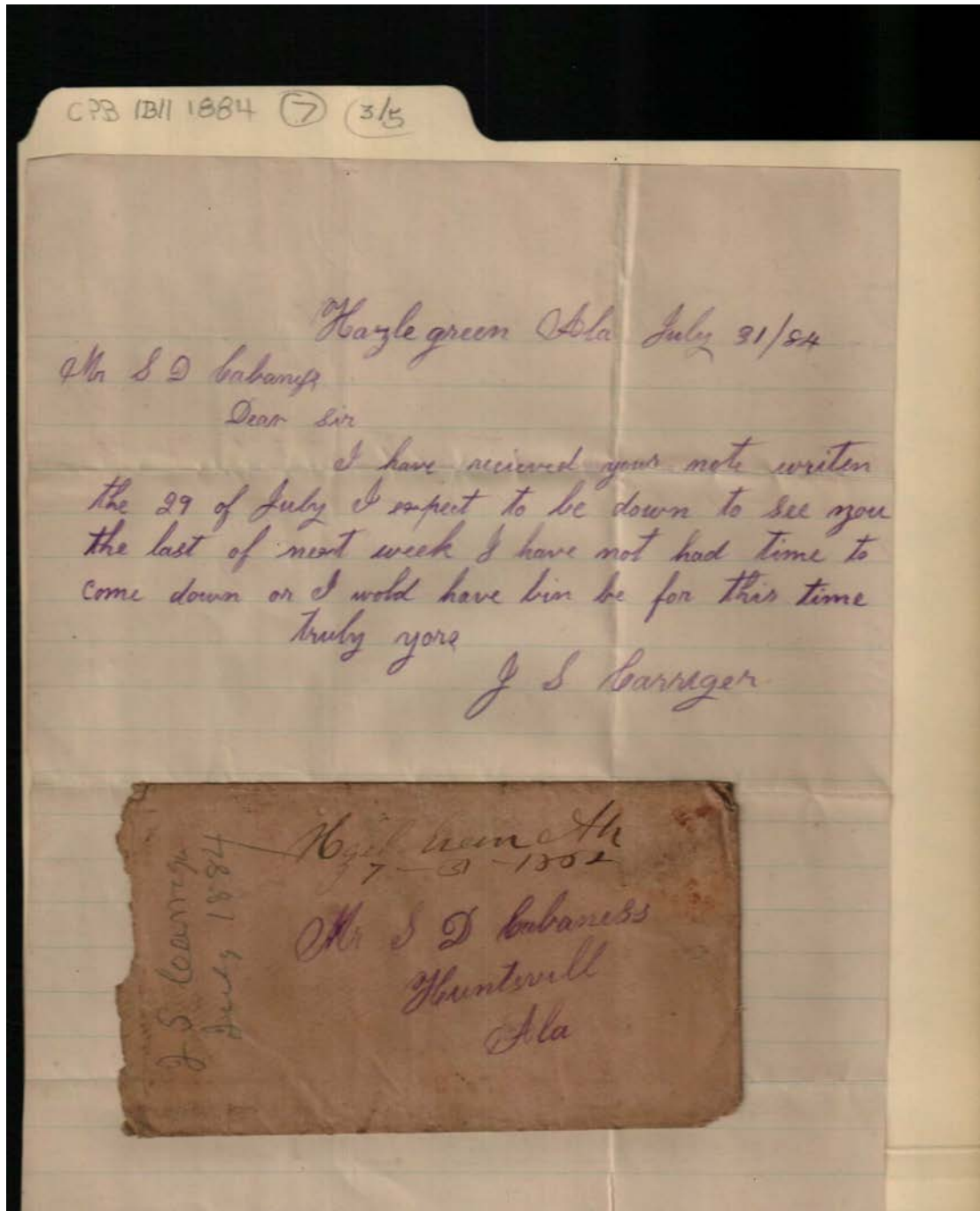
Colbert Co., AL

Types:

payment

Dates:

Mar 7, 1884



Names:

Cabaniss, S. D.

Carreger, J. S.

Places:

Hazle Green, AL

Huntsville, AL

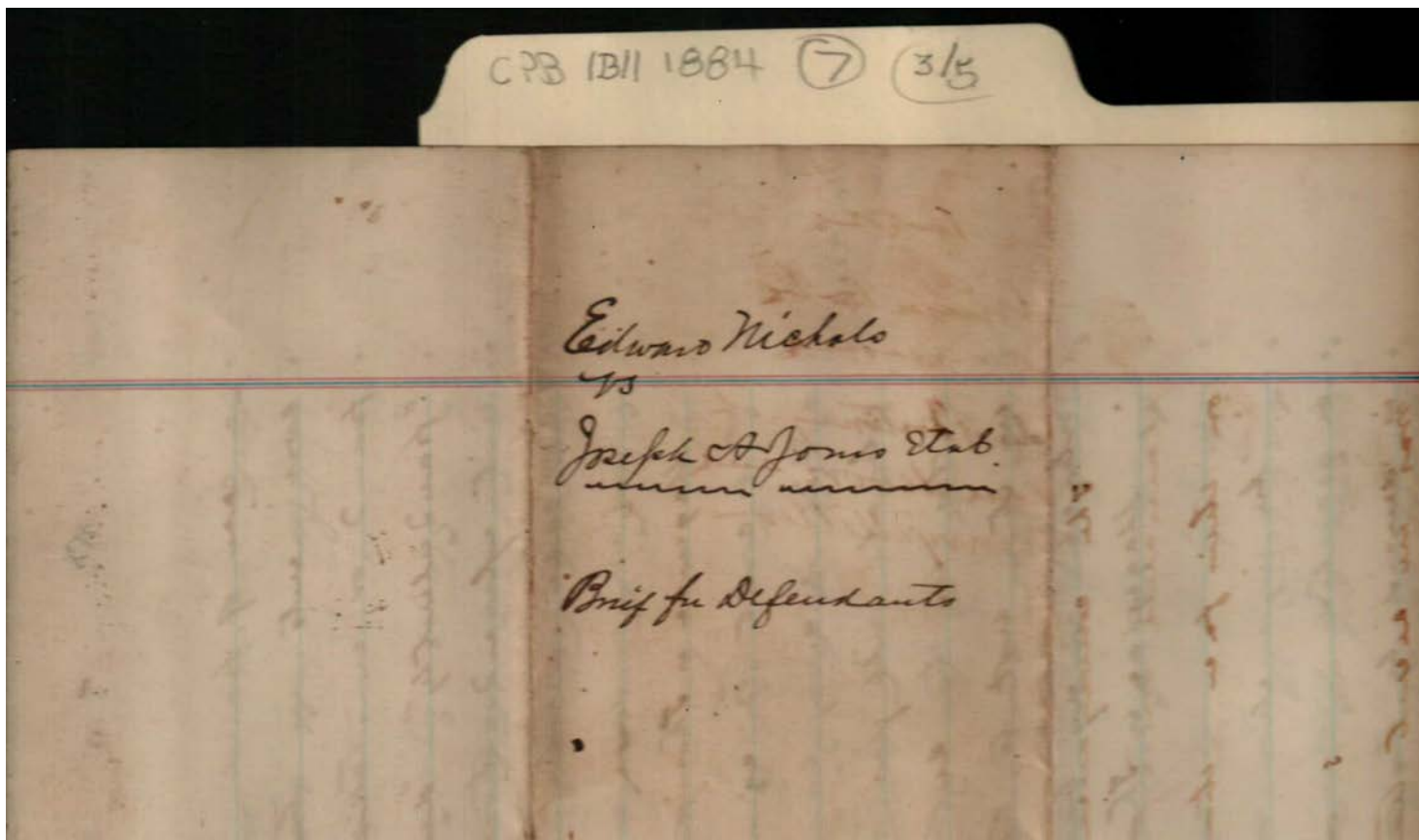
Types:

correspondence

envelope

Dates:

July 31, 1884



Names:

Jones, Joseph A.

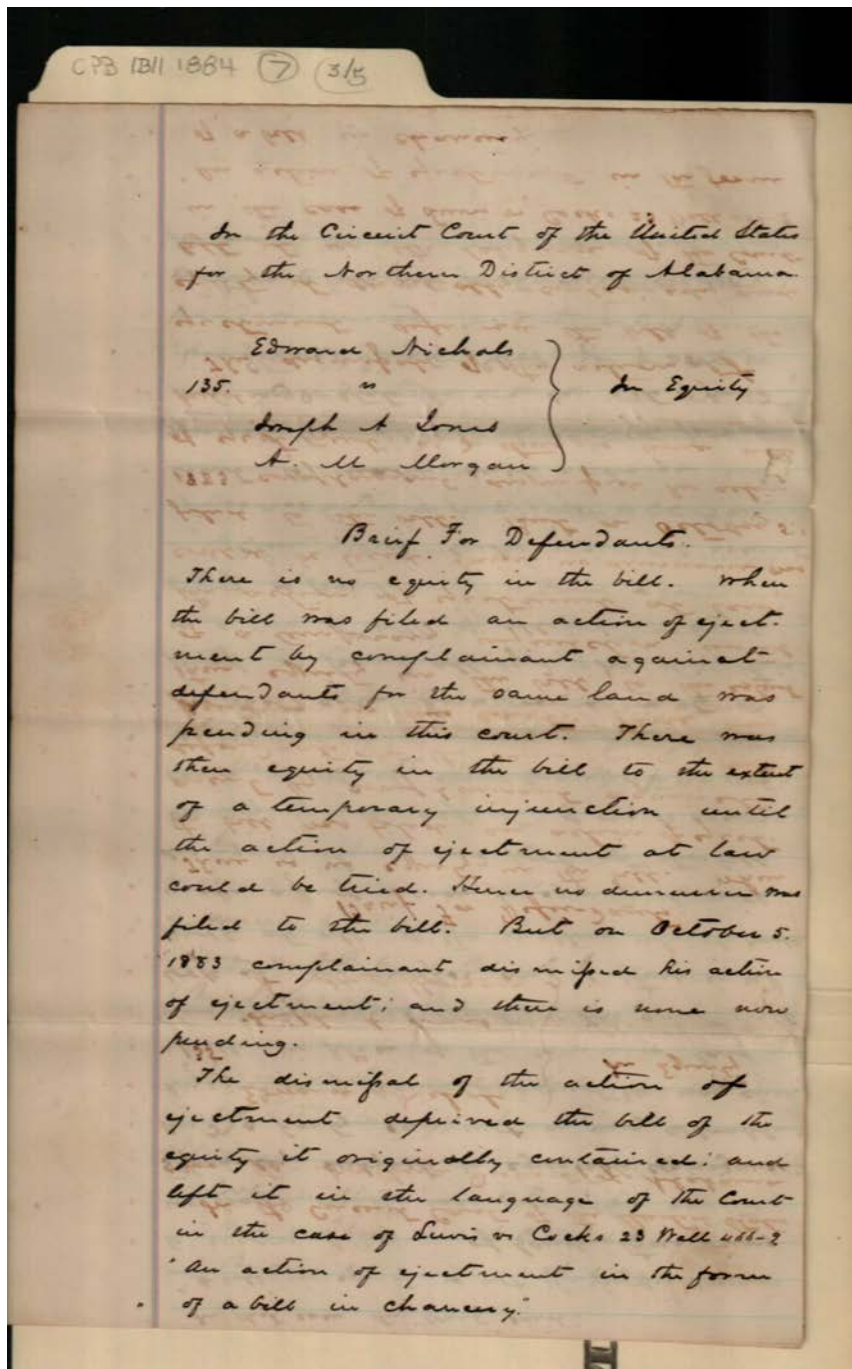
Nichols, Edward

Types:

circuit court

Dates:

1884



Names:

Jones, Joseph A.

Morgan, A. M.

Nichols, Edward

Places:

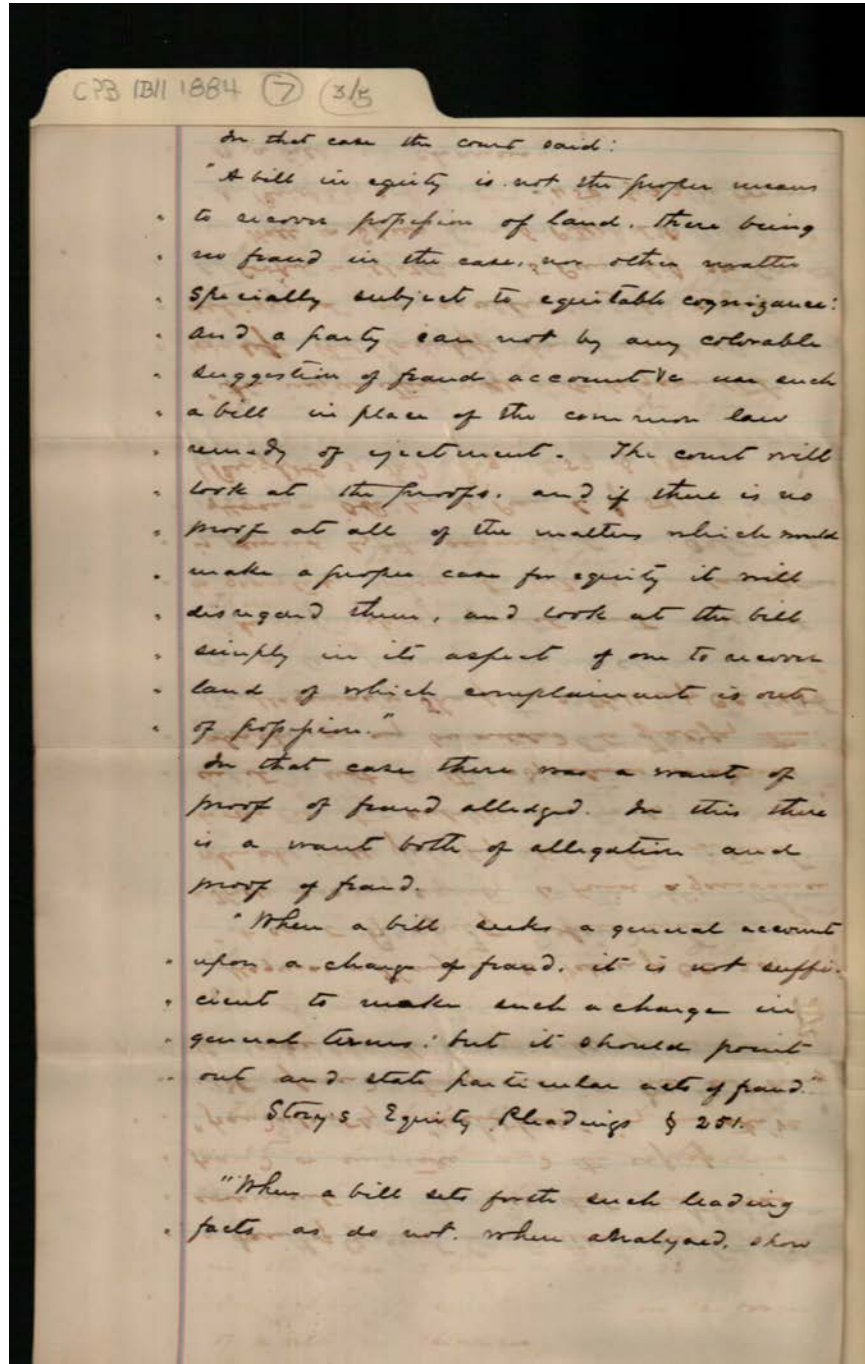
Northern District of
Alabama

Types:

circuit court

Dates:

1884



Places:

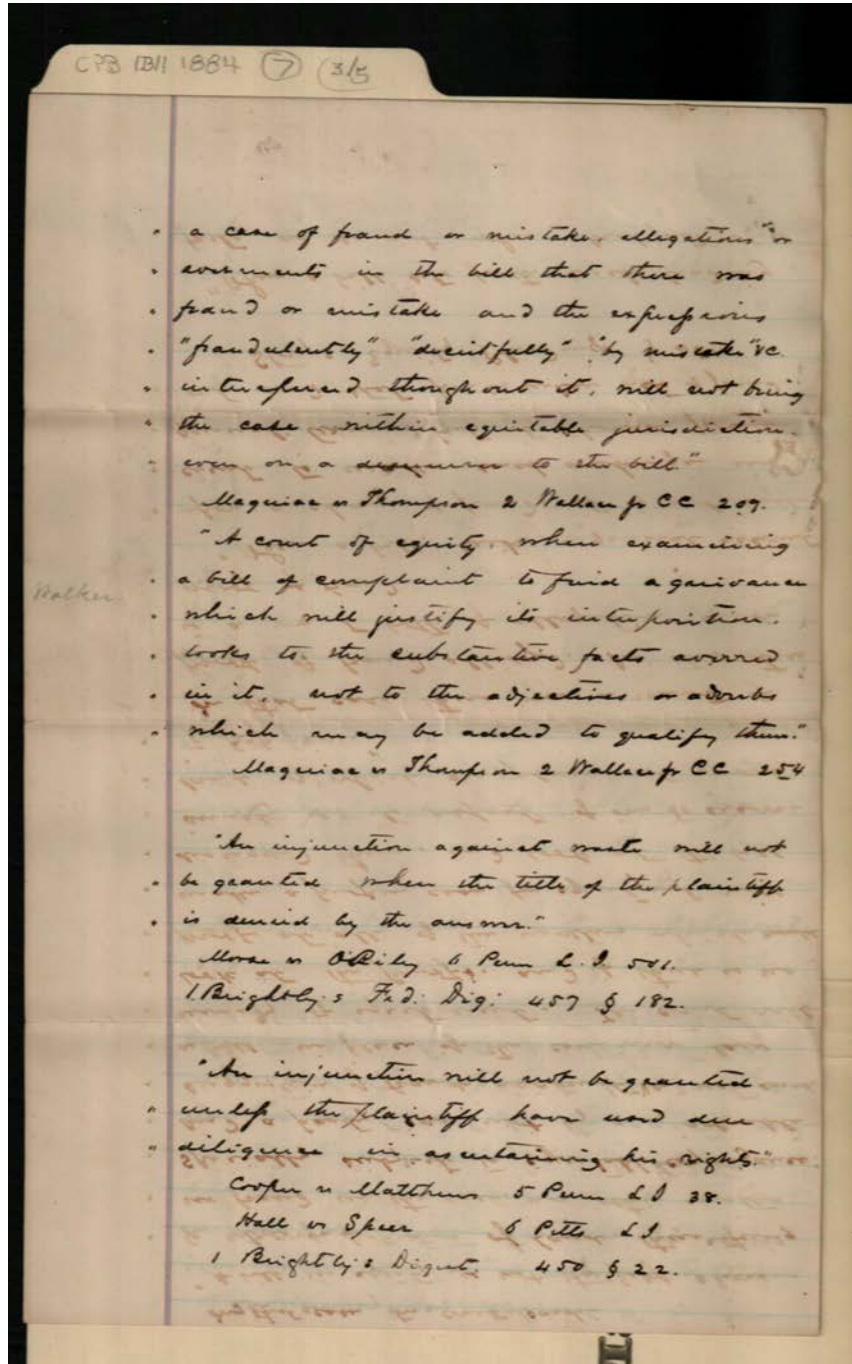
Northern District of
Alabama

Types:

circuit court

Dates:

1884



Places:

Northern District of
Alabama

Types:

circuit court

Dates:

1884

CPB 1B11 1884 (7) (3/5)

The conveyances testified to by com-
plainant's witnesses as originals show
on their face that they are only copies.

Specifically, the conveyance to Guiteau
was in secret trust for the grantor, and
is fraudulent as against defendant a
creditor by contract of date anterior
thereto.

Places:

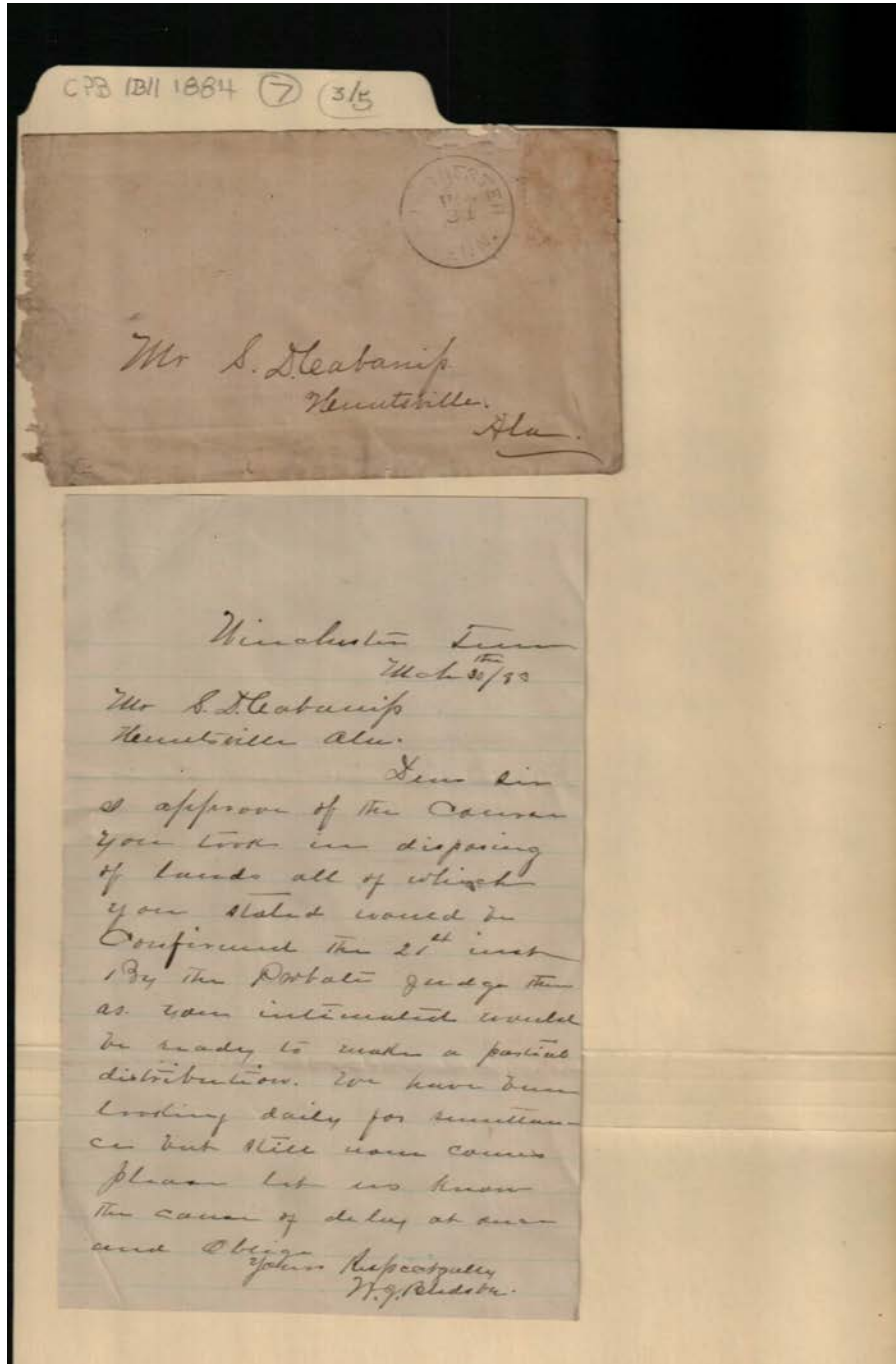
Northern District of
Alabama

Types:

circuit court

Dates:

1884



Names:

Bledsoe, W. J.

Cabaniss, S. D.

Places:

Huntsville, AL

Winchester, TN

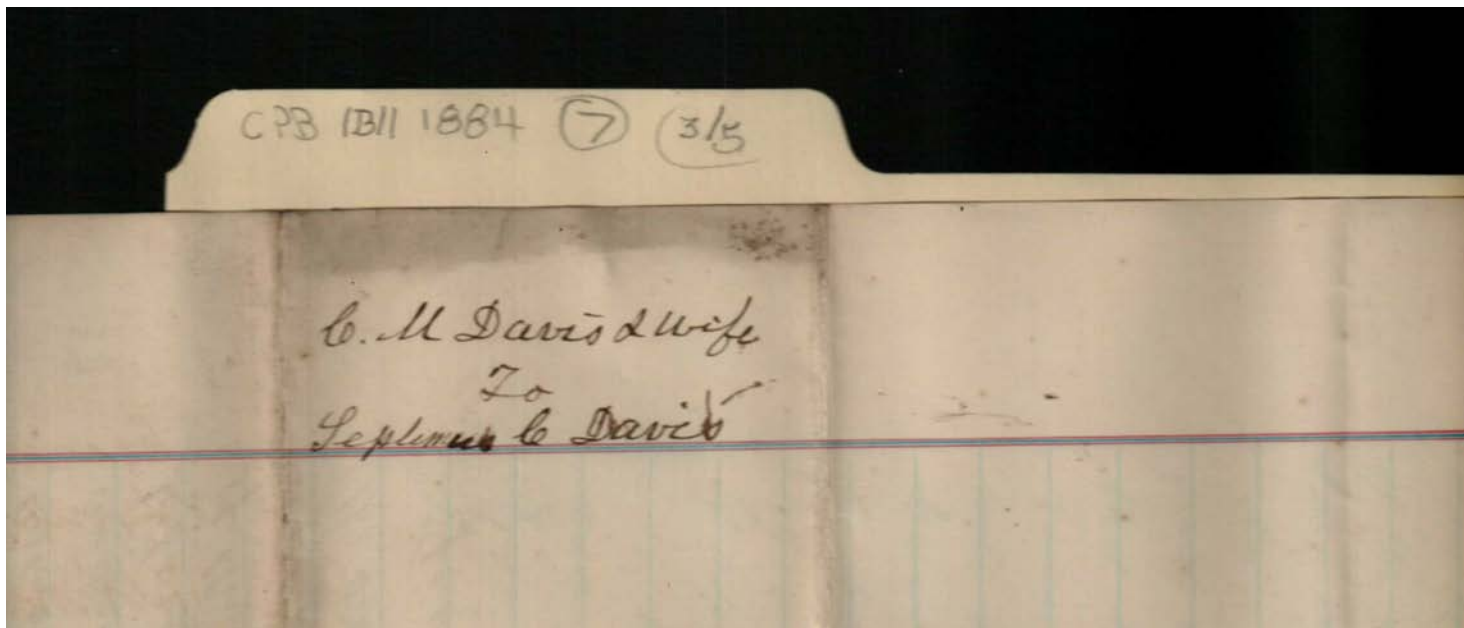
Types:

correspondence

envelope

Dates:

Mar 30, 1883



Names:

Davis, C. M.

Davis, Septimus C.

Types:

memo

CPB 1B11 1884 (7) 3/5

This deed of conveyance made this
 day of _____ A.D. 1884, by Claudius M.
 Davis and Cynthia A. Davis his wife, to Septimus
 C. Davis, all of the County of Madison and
 State of Alabama Witnesses:

First in consideration of the sum of seven
 hundred dollars, paid and to be paid, by
 the said Septimus to the said Claudius,
 three hundred dollars thereof being paid
 in cash at and before the delivery hereof
 and a four hundred dollars with interest
 thereon from _____ to be paid
 in three equal annual installments, fall-
 ing due respectively, on the first day of
 January in the years 1886, 1887, and 1888
 as evidence, by the three several notes
 under seal, of the said Septimus C. Davis,
 executed on the day of the date hereof,
 for the payment of said installments
 to the said Claudius M. Davis, they
 the said Claudius M. Davis and Cynthia
 A. Davis his wife have granted, bargained
 and sold, and by these presents do grant
 bargain sell and convey, to the said
 Septimus C. Davis, that certain quarter
 section of land situated in said County
 of Madison, known as the North East quar-
 ter of Section Four in Township Two of
 Range One East, To Have and to Have

Names:

Cabaniss, S. D.

Davis, Claudius M.

Davis, Cynthia A.

Places:

Madison Co., AL

Types:

deed

Dates:

1884

CFB 1B11 1884 ⑦ 3/5

the said tract or parcel of land with the tenements privileges and appurtenances thereto belonging unto him the said Septimus C Davis his heirs and assigns forever; Subject nevertheless to the vendition lien as a security for the payment of the said sum of four hundred dollars and interest thereon as aforesaid.

And in consideration of the premises the said Claudius M Davis hereby covenants that he doth warrant and that his heirs executors and administrators shall and well forever defend the title to the premises hereby conveyed, unto the said Septimus C Davis and his heirs and assigns against the lawful claims and demands of all persons whomsoever.

In witness whereof the said Claudius M and Cynthia A Davis have hereunto set their hands and seals the day & year first above written.

Seal
Seal

The State of Alabama }
Madison County } a Justice of the Peace
in and for said County and State, hereby
Certify that Claudius M Davis and

Names:

Davis, Claudius M.

Davis, Cynthia A.

Davis, Septimus C.

Places:

Madison Co., AL

Types:

deed

Dates:

1884

CPB 1B11 1884 (7) (3/5)

Cynthia A Davis his wife whose names
are signed to the foregoing conveyance
and who are known to me, acknowledged
before me on this day, that being informed
of the contents of the conveyance they exe-
cuted the same voluntarily on the day
the same bears date -

Given under my hand this day of
A^d 1884

Names:

Davis, Cynthia A.

Places:

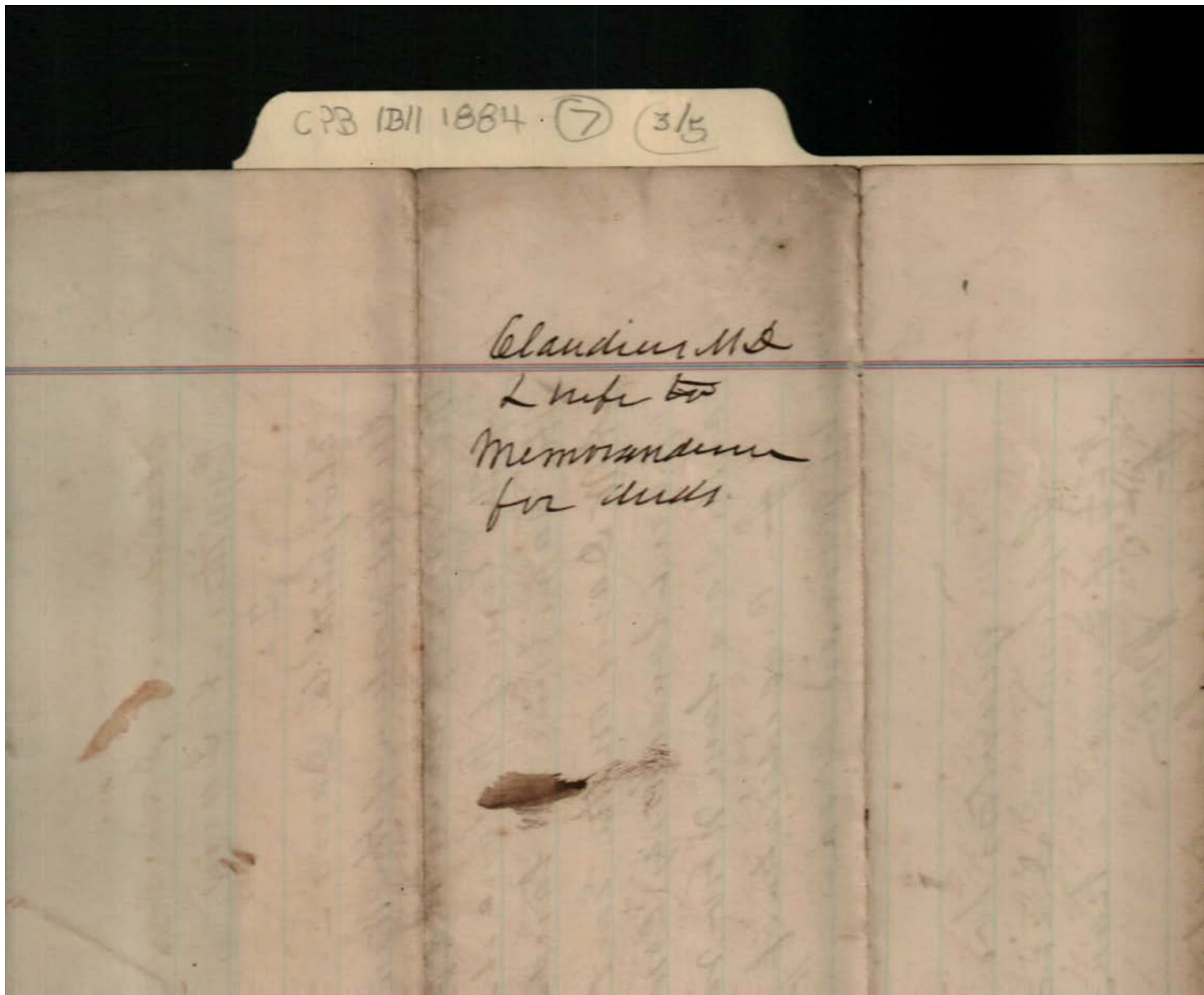
Madison Co., AL

Types:

deed

Dates:

1884



Names:

Davis, Claudius M.

Types:

memo

Dates:

1884

CPS 1311 1884 (7) 3/5

Claudius M. Davis wife
Cynthia A. Davis
Do
Elizabeth C. Davis -
All that portion of the West half of
the ~~center~~ ^{center} of the NW $\frac{1}{4}$
^{of the NW $\frac{1}{4}$} of the land adjoining
the same from the land of Lucy
A. W. Davis on the East side
of said land being conveyed,
as the said land now runs
of consideration of \$900. to
be paid in cash -

Same grantors to
Septimus C. Davis
N $\frac{2}{3}$ of Sec 4. T. 2. Range 1 E. East
\$ - \$700 -
Do pay \$300. cash
B bal in 1. 2. & 3. equal annual
instalments with interest for note
interest here
T. 2 R. 1 West -

Names:

Davis, Claudius M.
Davis, Cynthia A.

Davis, Elizabeth C.
Davis, Lucy A. W.

Davis, Septimus C.

Places:

Madison Co., AL

Types:

note

Dates:

1884

CPB 1211 1884 (7) (3/5)

\$133.33¹/₃ Madison Co. Ala

On or before the first day of January 1888
I promise to pay to Claudius M. Davis
One Hundred and Thirty-three & ³³/₁₀₀ Dollars
with interest thereon from the _____ day of
188____, for value received, being the
third and last deferred installment
of purchase money of land (N. E. ¹/₄ of sec
4. T. 2. R. 1. East) this day conveyed to
me by said Claudius M. Davis & his
wife - Witness my hand and seal
This _____ day of _____ 1884

(seal)

Names:

Davis, Claudius M.

Places:

Madison Co., AL

Types:

note

Dates:

1884

CPB 1811 1884 (7) (3/5)

Madison Co. Ala.

\$133.33¹/₃

On or before the first day of January 1884
I promise to pay to Claudius M. Davis,
One Hundred and Thirty-three ³³/₁₀₀ Dollars
with interest thereon from the day of
188. for value received, being the
first of the deferred installments of pur-
chase money of land (N.E. 1/4 of sec 4, T2, R1,
East) this day conveyed to me by said
Claudius M. Davis & his wife.

Witness my hand and seal this
day of 1884.

(seal)

Names:

Davis, Claudius M.

Places:

Madison Co., AL

Types:

note

Dates:

1884

CPB 1B11 1884 (7) (3/5)

Madison Co. Ala.

\$133.33¹/₃

On or before the first day of January 1887
I promise to pay to Claudius M. Davis
One Hundred and Thirty Three & ³³/₁₀₀ Dollars
with interest thereon from the day of
188 . for value received, being the
second deferred installment of purchase
money of land (A.E. 1/4 of sec 4. T. 2 R. 1 East.)
this day conveyed to me by said Claudius
M. Davis & his wife - Witness my hand &
seal this day of 1884

Seal

Names:

Davis, Claudius M.

Places:

Madison Co., AL

Types:

note

Dates:

1884

CPB 1B11 1884 (7) (3/5)

LERROY POPE WALKER.

LAW OFFICE,
HUNTSVILLE, ALA. 188

Substance of note this day
mailed to Mrs E K Johnson
Huntsville Jan 29/84

Mrs E K Johnson

Dear Madam I feel extremely
satisfied that I shall be
able to collect for you at
least \$2500 and probably
\$3000 by May 1/84, and
think you can certainly
calculate on getting that
much. Yrs truly
L P Walker

This is the substance
of my note this day, mailed
to Mrs Johnson, and handed
to her at Mr Ghee House
L P W

Names:

Johnson, S. K., Mrs.

Walker, L. P.

Places:

Huntsville, AL

Types:

correspondence

Dates:

Jan 29, 1884

CPB 1B11 1884 (7) (3/5)

LEROY POPE WALKER.

LAW OFFICE,
HUNTSVILLE, ALA., Dec 22 1883

Mrs E K Johnson
Anniston Ala -
After the holidays are over I can
better tell as to the prospects
of collecting on the Fresh and
Johnson debts - Mrs Hartwick
writes that she will pay the
balance due on her note by
Jan 15 1884 - and I am
satisfied she will -
Very Respectfully,
L P Walker

Names:

Johnson, S. K., Mrs.

Walker, L. P.

Places:

Anniston, AL

Huntsville, AL

Types:

correspondence

Dates:

Dec 22, 1883

CPB 1B11 1884 (7) 3/5

LAW OFFICE,
HUNTSVILLE, ALA., Dec 3 1883

Mr E K Johnson
Anniston, Ala

Dear Madam; Yours of the 26th November
came during my absence from home. I did
not return until last night. I had arranged
to collect the Hambrick mortgage, and expected
to get it before Christmas, but she writes me
that you write her that if she would pay it by Feb
15th it would do. Now, I don't think you should
have written to her, for it interfered with the
arrangement I had made. She has sent me
\$210 to go as a credit on the mortgage, and
I herewith send you check of National Bank
of this date, on Latham Alexander & Co of New
York in my favor for \$209⁵⁰ (having paid
50^c premium for the same) and by me endorsed
to you. She writes that she has made
arrangements to get all the money soon, and
I think she will. Please acknowledge
Receipt Very truly Yours,
L P Walker

Names:

Hambrick,
Johnson, S. K., Mrs.

Latham, Alexander &
Co.

Walker, L. P.

Places:

Anniston, AL

Huntsville, AL

Types:

correspondence

Dates:

Dec 3, 1883

CPB 1811 1884 (7) 3/5

LEROY POPE WALKER.

LAW OFFICE,
HUNTSVILLE, ALA., Oct 26 1883

Mrs E K Johnson
Anniston, Ala.

Dear Madam; Enclosed find check
of Huntsville National Bank of this
date, on Latham Alexander & Son
York, in my favor for one hundred
+ fifty dollars, and by me endorsed
to you - I paid 3 3/4% premium for
this check and pd premium for the
+ 400 check sent you on the 1st inst.
The present check with the + 12 3/4% premium
is applied as a credit to the Johnson
debt - making the credit + 157 3/4.
I hope to send you before Christmas
+ 1000, but would advise you not to
invest on the faith of getting it clear,
as the party may fail to pay; but
I feel quite sure that it will come
to hand about that time -
Hoping you are well I am, Dear Madam,
Yours
L P Walker

Names:

Johnson, S. K., Mrs.

Latham, Alexander &
Co.

Walker, L. P.

Places:

Anniston, AL

Huntsville, AL

Types:

correspondence

Dates:

Oct 26, 1883

C73 1211 1884 (7) (3/5)

LERROY POPE WALKER.

LAW OFFICE,
HUNTSVILLE, ALA. Oct 13 1883

Mrs S. K. Johnson
Anniston Ala

Dear Madam -

I can send you
\$150 by Nov 1 next -
I told you when you were here
that the Fresh interest was not
due until about the 20th of July
1884. The Tulum interest in
Feb. the Hambrick interest
in Feb. and the two remain-
ing debts - Gilbreath = \$200.
and the Peers debt about \$562.
had been due for some time,
but no recent payments had
been made, and I do not know
when to expect them. I hope
to collect the entire Hambrick
debt, \$1000, in Feb. I never
advise you not to collect debts -
in expectation of collecting the
the principal of the claims due
you

Names:

Fearn,
Gilbreath,

Hambrick,
Johnson, S. K., Mrs.

Walker, L. P.

Places:

Anniston, AL

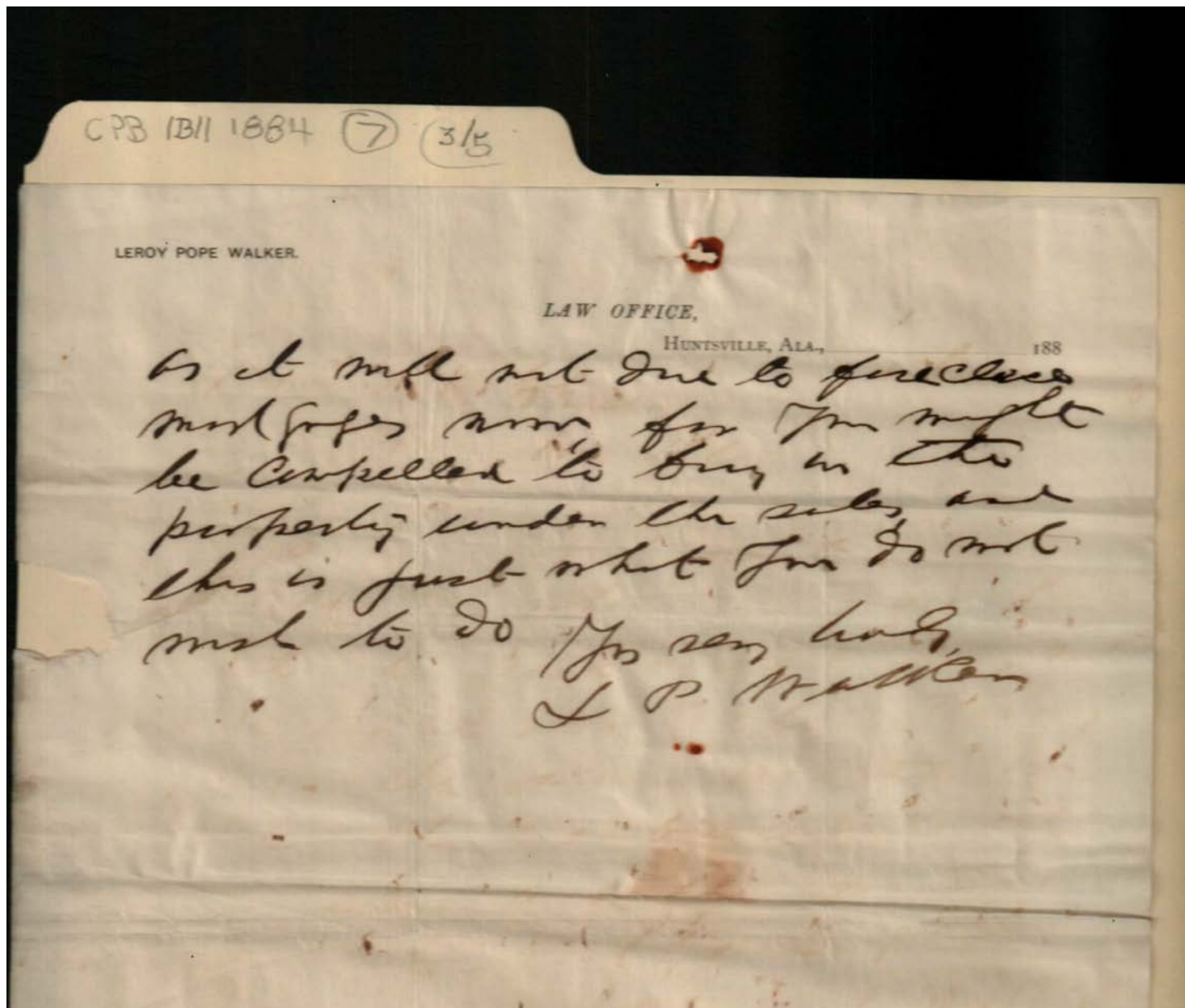
Huntsville, AL

Types:

correspondence

Dates:

Oct 13, 1883



Names:

Walker, L. P.

Places:

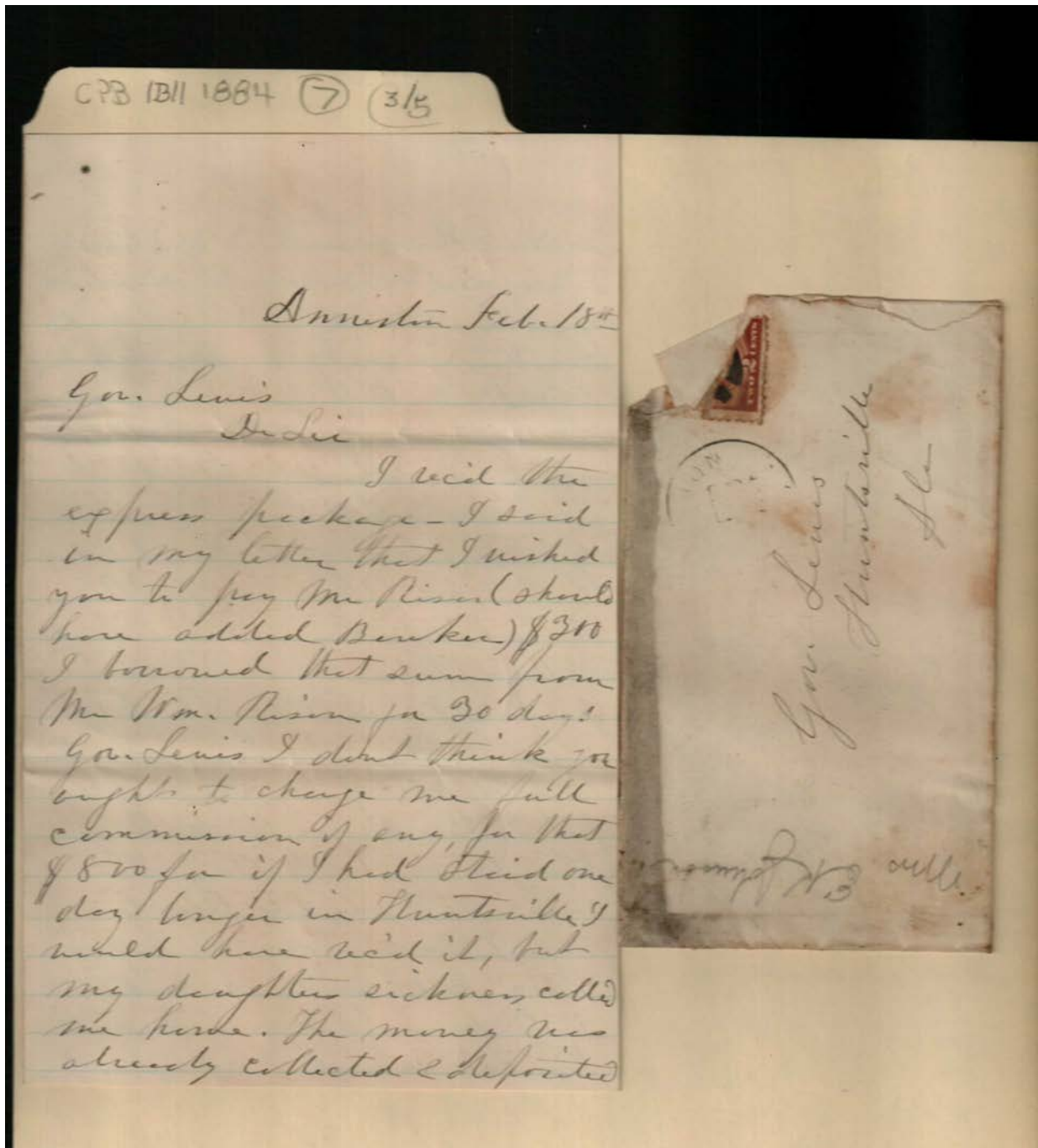
Huntsville, AL

Types:

correspondence

Dates:

Oct 13, 1883



Names:

Lewis, Gov.

Rison, William

Places:

Anniston, AL

Huntsville, AL

Types:

correspondence

envelope

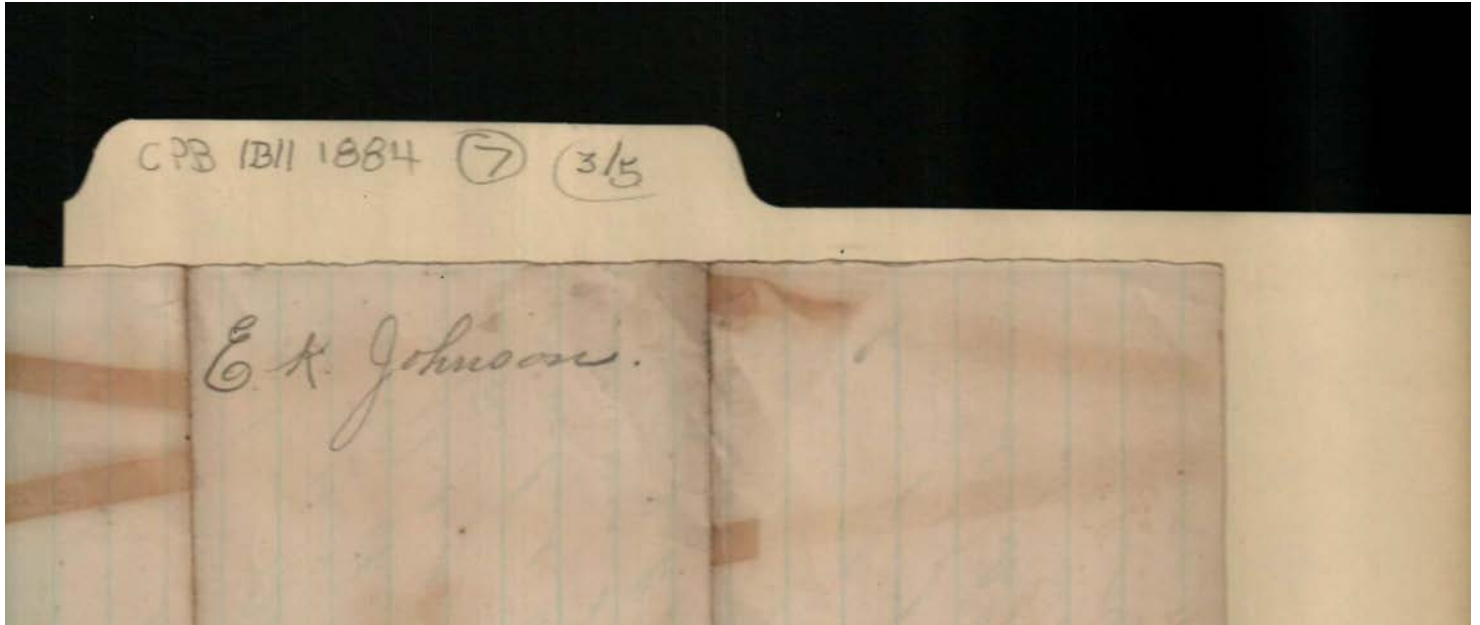
Dates:

Feb 18

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 11, Folder 7

Legal and court documents, 1884 (3 of 5)

Image 77 r01b11-07-000-0131 [Contents](#) [Index](#) [About](#)

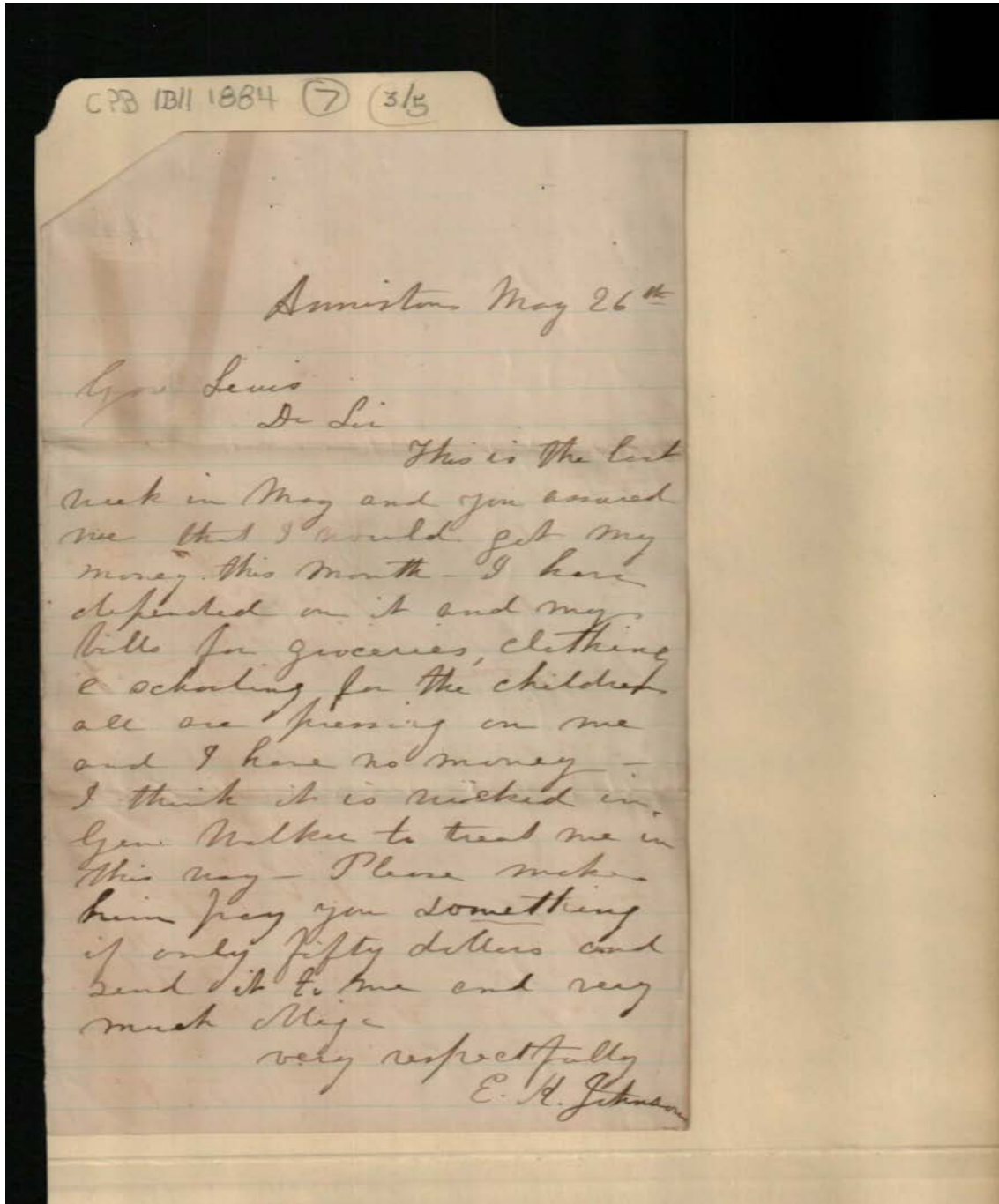


Names:

Johnson, E. K.

Types:

memo



Names:

Johnson, E. K.

Lewis, Gov.

Walker, Gen.

Places:

Anniston, AL

Huntsville, AL

Types:

correspondence

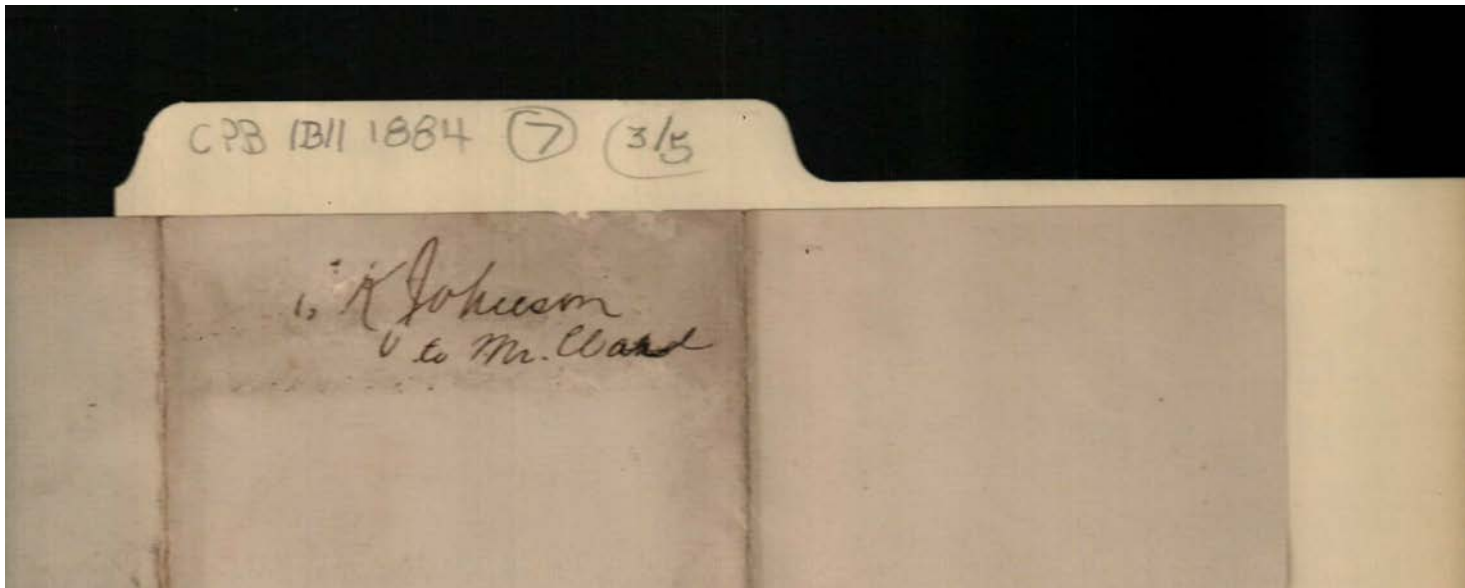
Dates:

May 26

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 11, Folder 7

Legal and court documents, 1884 (3 of 5)

Image 79 r01b11-07-000-0133 [Contents](#) [Index](#) [About](#)



Names:

Johnson, E. K.

Ward, Mr.

Types:

memo

CPB 1311 1884 (7) 3/5

Madison Oct 18th

Mr Ward

I enclose papers as you
requested & return to you - also send
the better papers - Please notice the
payments stated and see if it is more
than the interest on the two notes of
Hick & Titum I send his letter in which
he says he will probably pay me \$3000.
in May - I am very grateful to you for
what you have done for me and hope
you may be able to receive something
on your notes -

very truly
E. K. Johnson

Names:

Johnson, E. K.

Ward, Mr.

Places:

Madison, AL

Types:

correspondence

Dates:

Oct 18

CPB 1B11 1884 (7) (3/5)

F. P. Ward in ac^t
 with Elizabeth K. Johnson.
 1884. Dec To amt rec^d from Ferrald on rent note \$125.00
 By fee for formalizing mortgage 25.00
 " amt. pd for advertisement 10.00
 " " collection 2.00
 " " Stigall driving stable bill 3.50
 " " Remitted in P.O. order 94.05 125.00
 " " premium on " 45

Mr Johnson
 I inclose P.O. order for 884.55 bal due you on
 collection of Ferrald's rent note. I think Mr Lawin can
 do better in selling mortgaging or renting the Walker land
 than I can. I will give him any aid in the matter. Rply F. P. Ward

Names:

Johnson, Elizabeth K.

Lewis,

Walker,

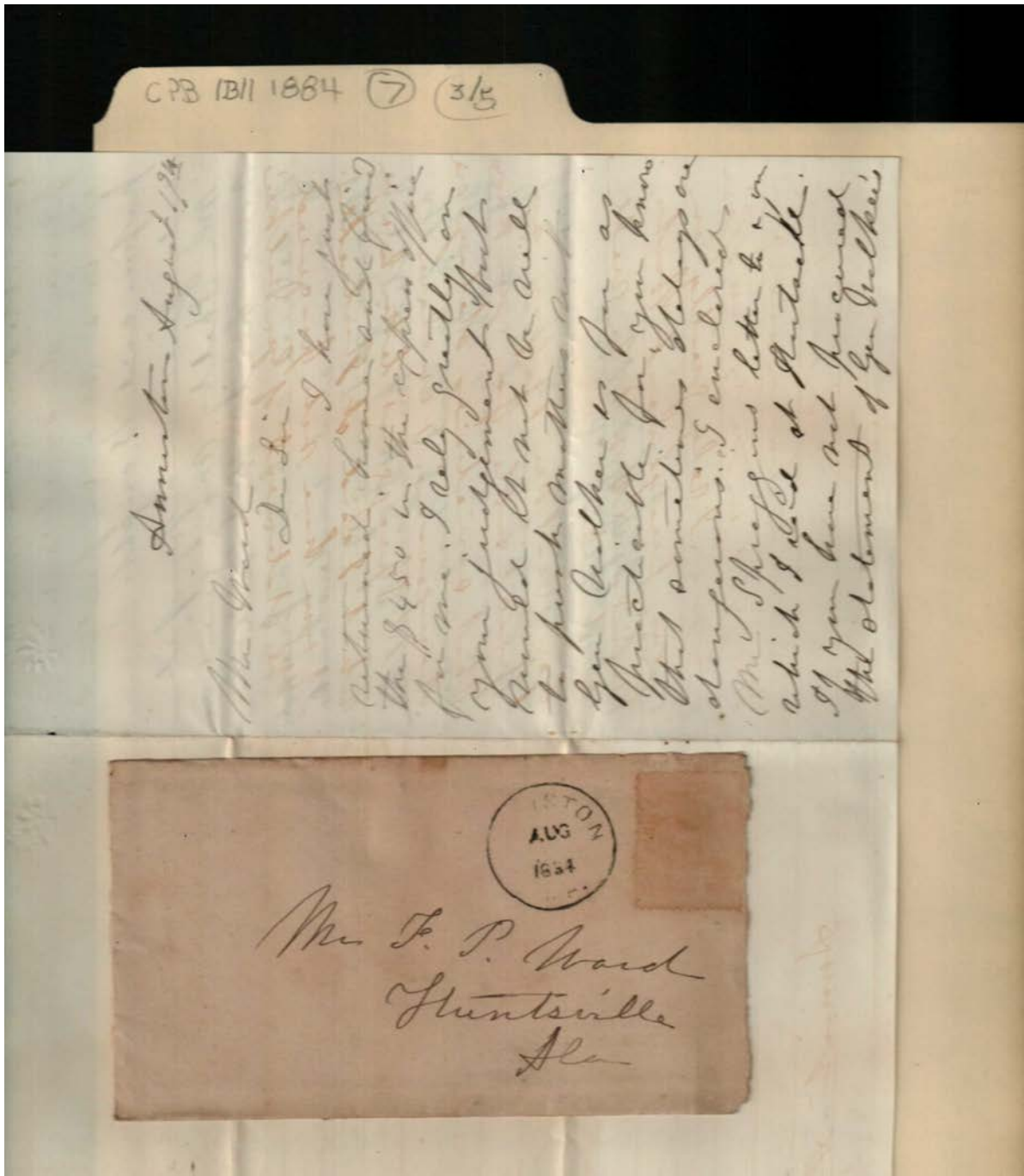
Ward, F. P.

Types:

account

Dates:

Dec 1884



Names:

Spraggins, Mr.

Walker, Gen.

Ward, F. P.

Ward, Mr.

Places:

Anniston, AL

Huntsville, AL

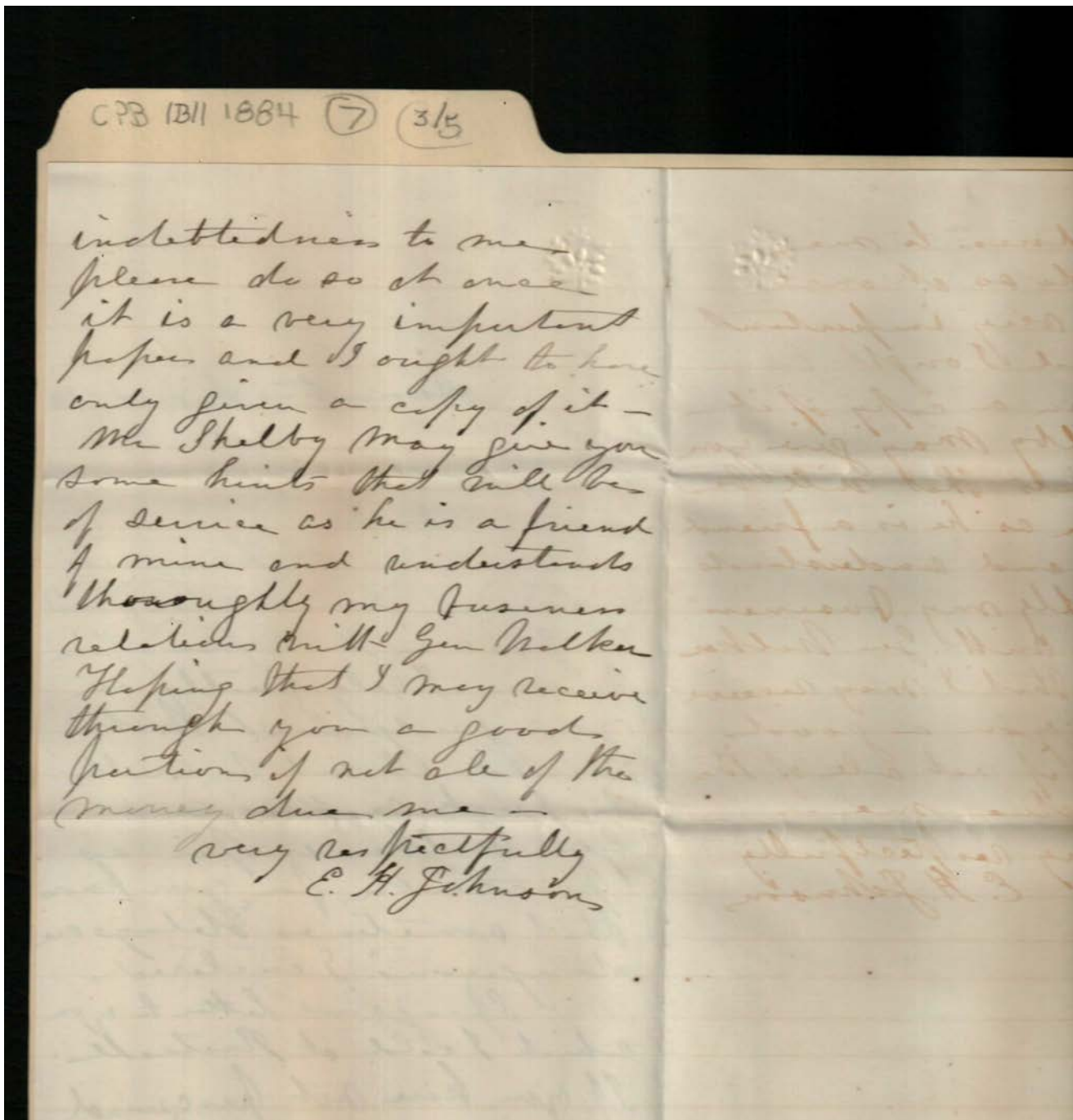
Types:

correspondence

envelope

Dates:

Aug 1884



Names:

Johnson, E. K.

Shelby, Mr.

Walker, Gen.

Places:

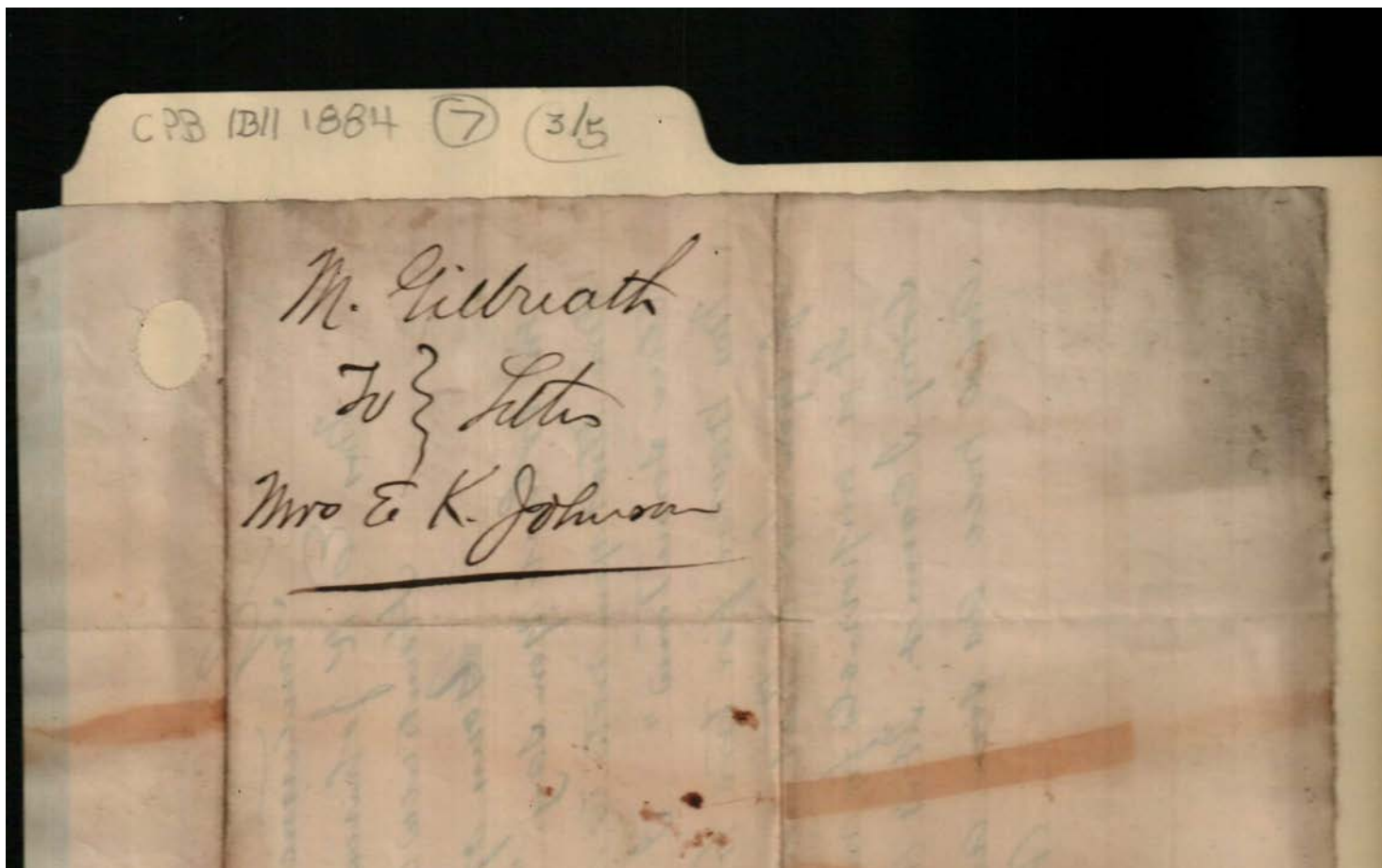
Anniston, AL

Types:

correspondence

Dates:

Aug 1884



Names:

Gilbreath, M.

Johnson, E. K., Mrs.

Types:

correspondence

CPB 1B11 1884 (7) (3/5)

Guntersville Feb 5th 1884

Mrs E K Johnson
Huntsville Ala

Yours of the 25th recd.
in which you say "Genl Walker informs
me that your note to me for \$200 has been
paid sometime" I made a note to
Mrs Walker for two hundred dollars and
if you hold that note then I owe it to you
It is impossible for me to pay it now and
sorry I cannot. It is my intention to pay it
and will as soon as I can

Very Respectfully
M Gilbreath

Names:

Gilbreath, M.

Johnson, E. K., Mrs.

Walker, Gen.

Walker, Mrs.

Places:

Guntersville, AL

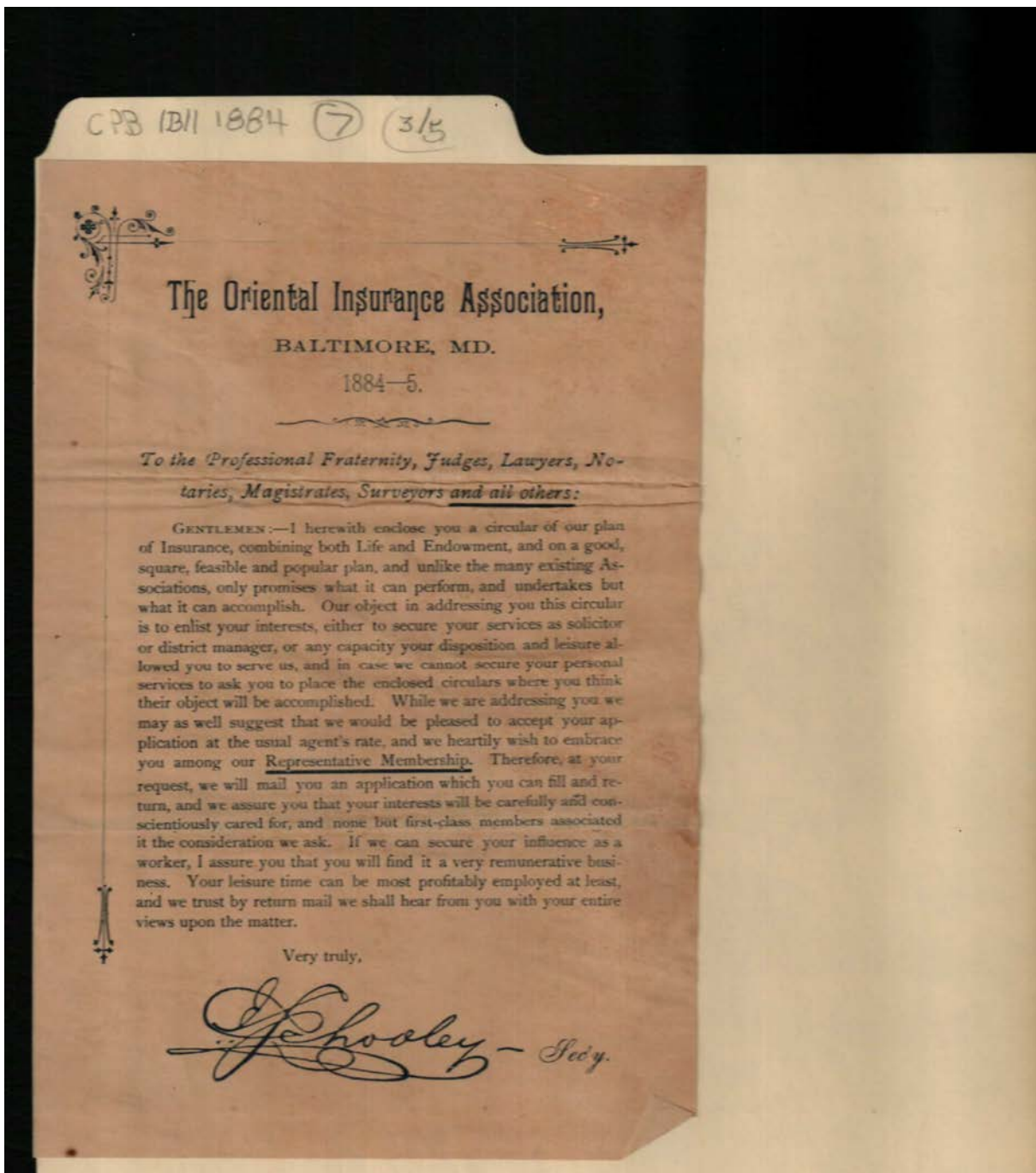
Huntsville, AL

Types:

correspondence

Dates:

Feb 5, 1884



Names:

Oriental Insurance
Association

Places:

Baltimore, MD

Types:

advertisement

Dates:

1884-1885



Names:

Oriental Insurance
Association

Places:

Baltimore, MD

Types:

advertisement

Dates:

1884-1885



Names:

Oriental Insurance
Association

Places:

Baltimore, MD

Types:

advertisement

Dates:

1884-1885

CPB 1811 1884 (7) 3/5

MEMBERSHIP.

Members can secure \$5,000 insurance or less in the "Oriental". Not less than \$1,000 issued nor over \$5,000 on one life. Whoever desires membership must make application through the Association's agent and pay him or her the "admission fee" when making the application. The agent then returns in the accepted policy is in the hands of the Association from its date. In case a member does not receive his or her policy within 10 days, please notify the Secretary.

COSTS.

The member pays the agent \$10 for each \$1,000 insurance for the Policy.

This cost only occurs once. Thereafter the member pays monthly premiums of \$1,000 insurance, according to the following table:

Age	Pays	Benefit
18 to 20	\$1.00	\$1,000
20 to 25	1.25	1,500
25 to 30	1.50	2,000
30 to 35	1.75	2,500
35 to 40	2.00	3,000
40 to 45	2.25	3,500
45 to 50	2.50	4,000
50 to 55	2.75	4,500
55 to 60	3.00	5,000

This rate we can increase just one dollar per month each way and the Association will guarantee to pay the full amount of the policy in our own hands, for the full term.

Members are notified when, how and where to make all payments.

Members will notice that these rates are lower and benefits larger than any other Company.

Members can save the annoyance of monthly payments by paying three or more in advance, for which the Association will give receipt.

There are no quarterly, annual, nor semi-annual dues.

PROOF THAT OUR RATES ARE AMPLE TO PROVIDE FOR ALL BENEFITS.

By comparison with other first-class associations, it will be found that our rates are four times as high as amount to four times as much more—that is, Life Insurance payable only at death.

Again, our benefits are only in fourths, but we readily get \$10 for payments where other associations can pay \$1,000 benefits, where another Association would only pay \$100. We will also use the same proportion of 10 to 1 with our rates. Taking a proportion of 10 to 1 well established full paying company, it is safe to estimate that there will be 40 deaths per year. 1,000 benefits or 40 times the number paid by the first mentioned company, showing that higher than necessary, and that is nearly sufficient to cover all contingencies that may arise. The same estimate can be made for other rates which related to the benefits of other companies are considered, it is still more self-convincing.

PLAIN TALK.

The method is straightforward and will so be found out regardless of opposition.

If you do not understand its feasibility, it is not your fault. The method is so simple and prepared by a practical insurance man who knows his business, and made it his business to explain it to you. **Do not let any other person claim to sell to you, but pay all attention to plain talk.**

The Association is provided with ample capital and ready to reap all the advantages of a successful advertising effort.

REMARKS.

Make all payments to the Secretary at the Home Office. Also notify him of any death or transfer of policy. Also notify him of any death or transfer of policy, infirmity, or what not.

List of references furnished on application.

Always mention the No. of your policy when you write concerning it.

Correspondence should be sent to the Home Office, Baltimore, Md.

Reliable, sober men wanted as agents, to whom liberal terms and territory will be given.

BENEFITS.

- By death of Insured.
- By installment at 5 year benefit.
- By pull-up Policy.
- By accident—permanent disability.

Benefits Estimated on a \$1,000 Policy of Insurance.

- If the member for the death benefit will be one-fourth of the policy.
- If the member for the 5 year benefit, the amount of the benefit at the end of the period of five years the member has lived, the death benefit would be \$400 and if the policy had lived 3 years \$300—making a total of \$700.
- If the member lives 3 years, one-fourth of the policy would be \$250 and if the policy had lived 5 years until the total is paid, this a member having a \$1,000 policy would receive \$500 each 1 year.

PAID UP POLICY.

At any time after three years the Association will leave to any member upon request a paid-up policy for life of assessments paid up to date. The member can also receive any amount of benefits for a sudden change of circumstances.

Accidents—Permanent Disability.

Members becoming permanently disabled will receive the benefit of an assessment upon one-fourth of his or her policy. If they so prefer, such a paid-up policy shall then be returned to the Association.

In comparing this Association with others, special consideration is given to the superior benefits we offer.

The Guarantees Reserve Fund and all others.

Reserve Fund for the Payment of Installment Benefits.

This Fund is constantly accumulating from the surplus, resulting from the increased for Endowment benefits over and above what the death liability calls for.

ORIENTAL INS. ASSOCIATION

—OF AMERICA—

HOME OFFICE.—BALTIMORE, MD.

Wm. H. BARNHART, Secy.

C. T. SCHODDY, Genl. Agt.

L. S. HOGAN, Secy.

Showing our Legal Rights.

INSURANCE DEPARTMENT.

BALTIMORE, MD., SEP. 10th, 1884.

J. Jones, Esq., Commissioner of the State of Maryland, Baltimore, Md.

Dear Sir:—We have the honor to acknowledge the receipt of your letter of the 9th inst. in relation to the Oriental Insurance Association, and in reply to advise you that we have no objection to the same being published in your paper, provided you will insert the following statement:—

"The Oriental Insurance Association, of Baltimore, Md., is a corporation organized under the laws of the State of Maryland, and is authorized to do business in this State."

Very respectfully,
J. Jones, Esq., Commissioner of the State of Maryland.

Insurance being so well understood by every one, we propose only giving the more necessary information to show our plan in as clear and concise way as we can, and this almost wholly resolves itself into the questions:

- What shall I pay?
- What shall I receive?

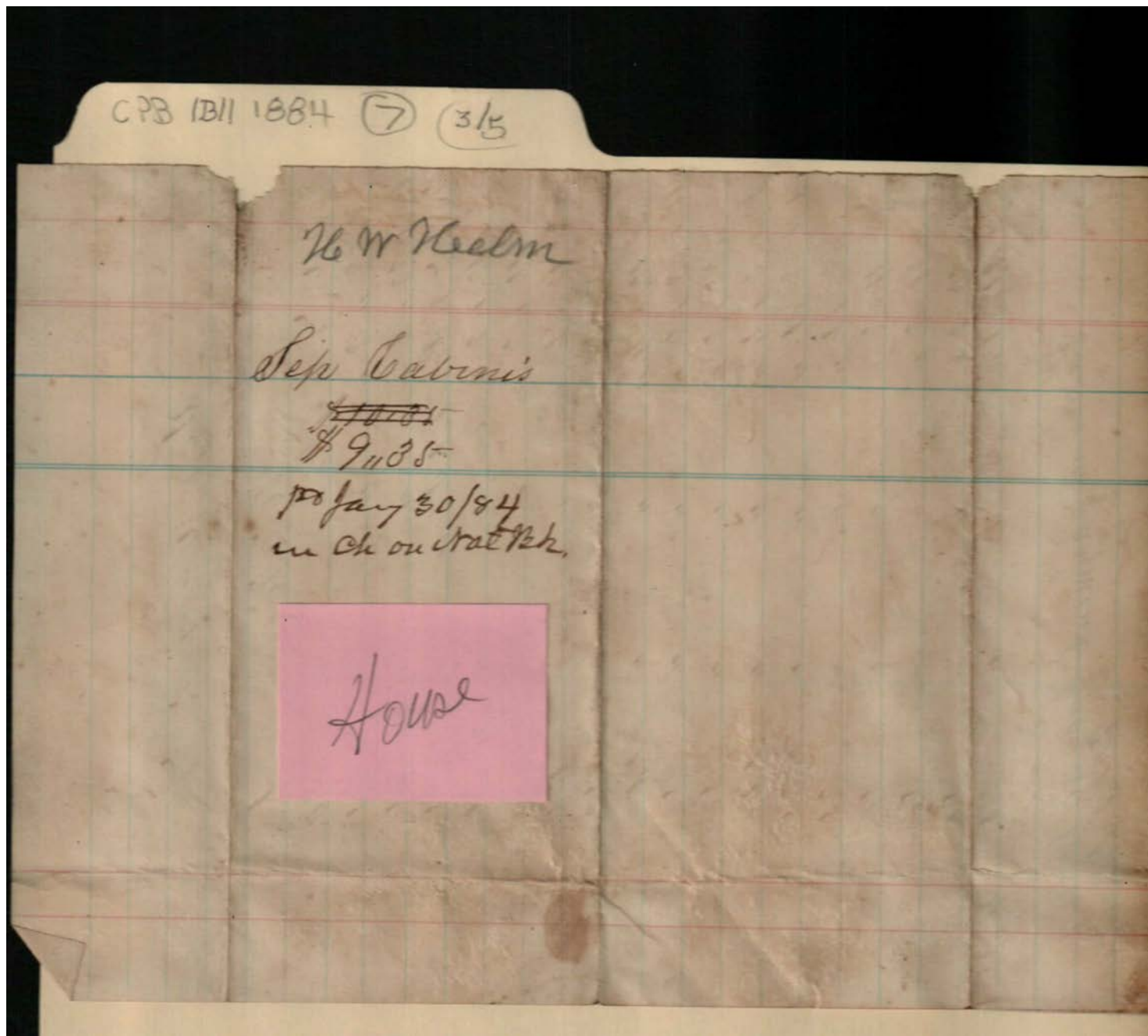
The following is a clear exposition of the entire plan.

Names:
Oriental Insurance Association

Places:
Baltimore, MD

Types:
advertisement

Dates:
1884-1885



Names:

Cabaniss, Sep

Helm, H. W.

Types:

account

Dates:

Jan 30, 1884

CPB 1811 1884 (7) (3/5)

1883

Sep Cabaniss &

		H. W. Helm	Dr
March	5	to 2 Show	50
"	8	" 3 "	75
April	23	" 3 "	75
May	7	" Point 1 Show	85
"	12	" 2 Show	50
"	16	" 2 "	50
June	12	" 1 "	25
"	26	" 1 Sum Set 2	50
July	12	" 4 "	1.00
Aug	3	" 2 "	50
"	25	" 2 "	50
Sept	3	" 4 "	1.00
Oct	8	" 1 "	25
"	20	" 1 "	25
Nov	10	" 2 "	50
"	20	" 2 "	50
"	28	" 2 "	50
"	31	" 1 "	25
			49.35

Receipt payment Jan 30 1884
H. W. Helm

Names:

Cabaniss, Sep

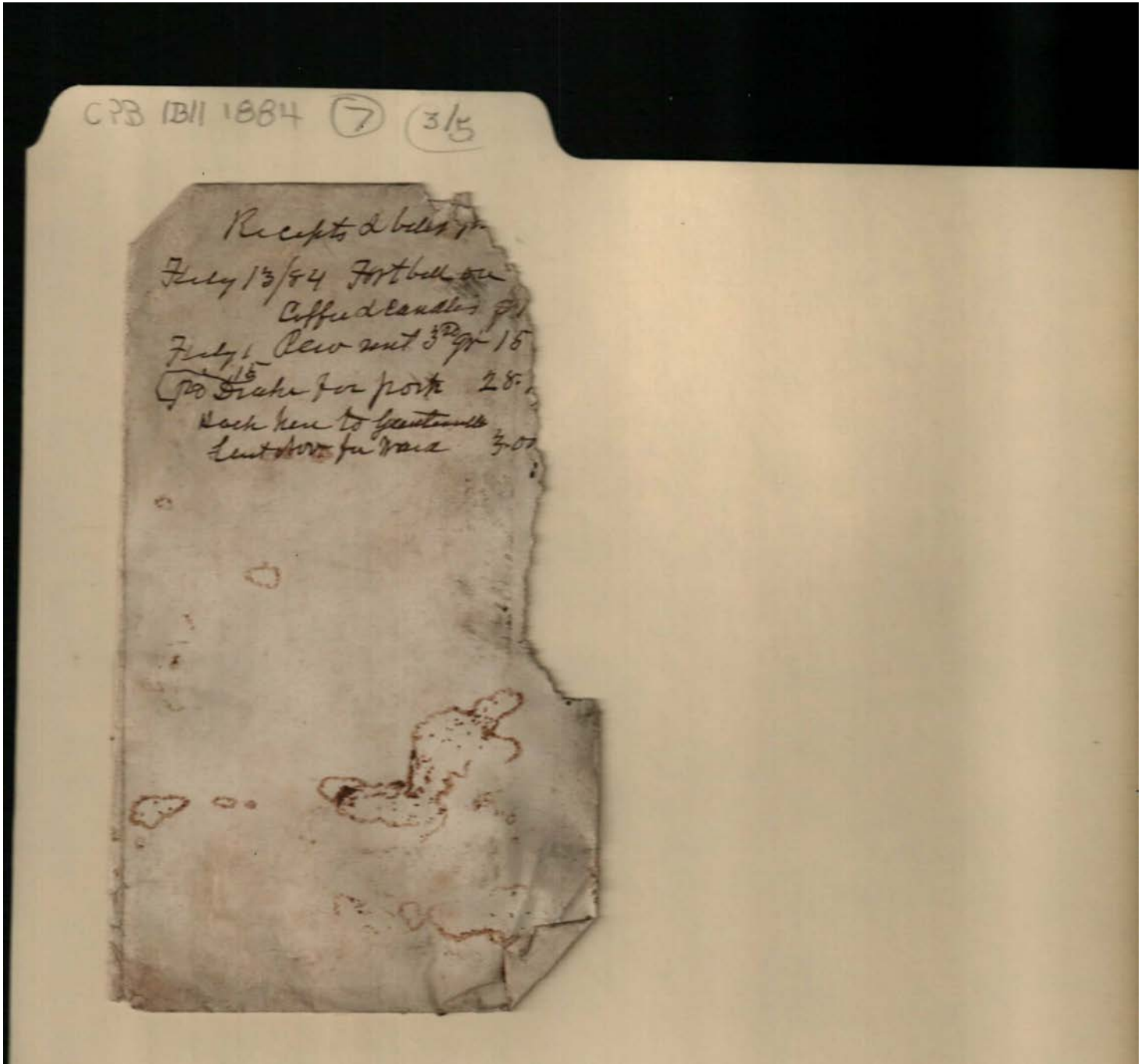
Helm, H. W.

Types:

receipt

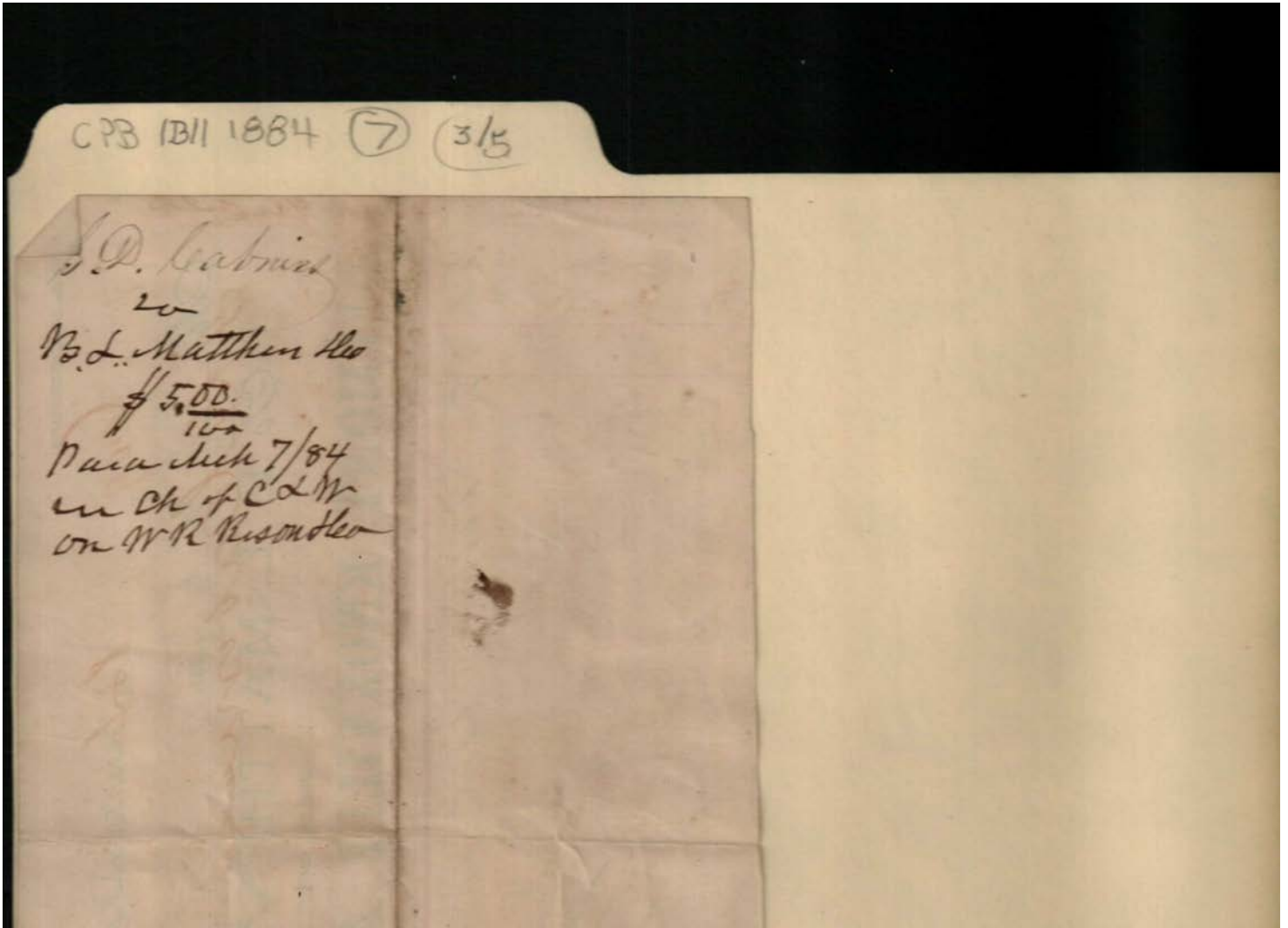
Dates:

Jan 30, 1884



Types:

memo



Names:

Cabaniss, S. D.

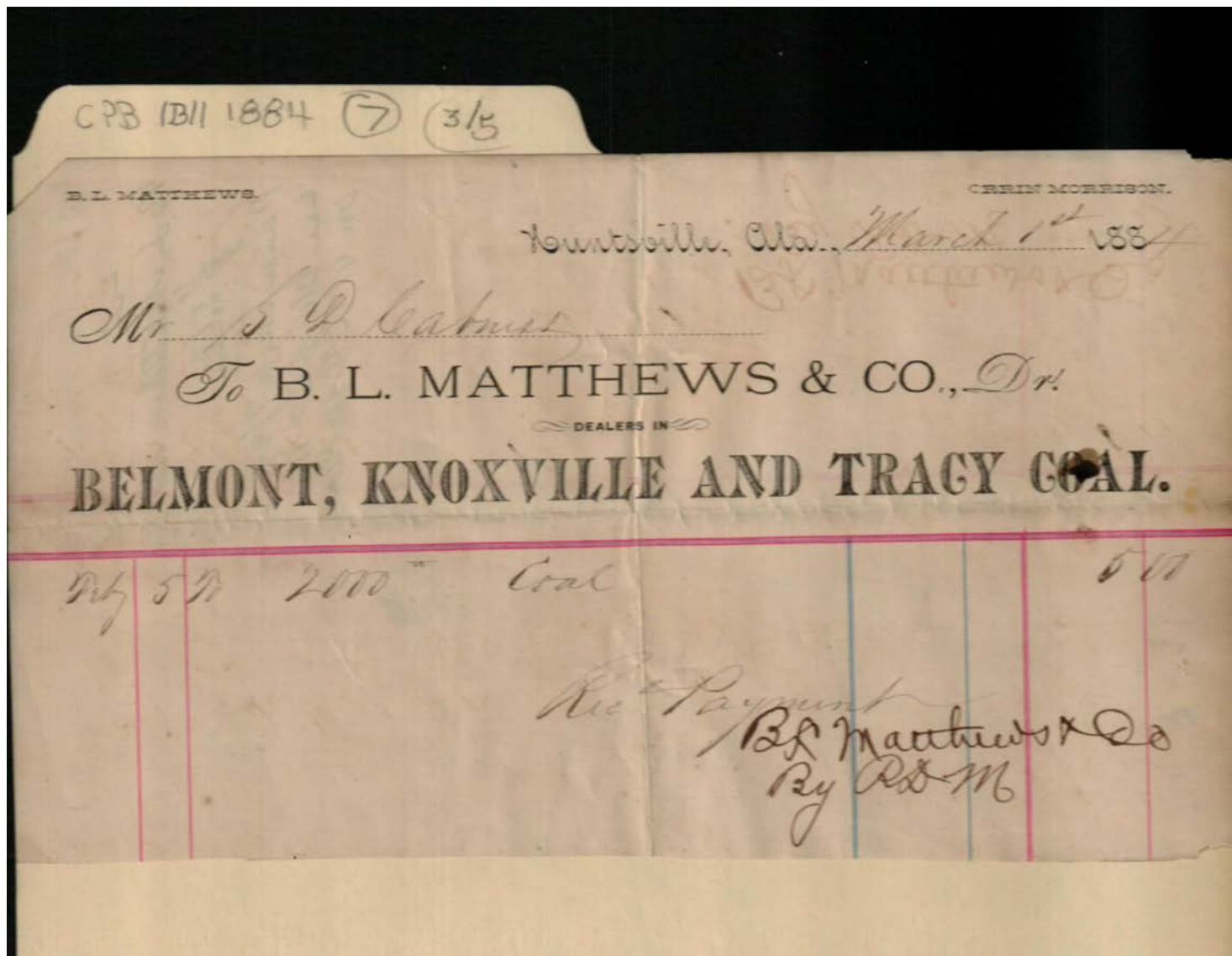
Matthews, B. L. &
Co.

Types:

account

Dates:

Mar 7, 1884



Names:

Cabaniss, S. D.

Matthews, B. L. &
Co.

Places:

Huntsville, AL

Types:

receipt

Dates:

Mar 7, 1884

CPB 1B11 1884 (7) (3/5)

Way-Bill No. 609 Car No. 874 From Dr Form 21
2/11 1884

A. D. Cabaniss

MEMPHIS AND CHARLESTON RAILROAD,
(East Tennessee, Virginia & Georgia Railroad Co. Lessee.)

CONSIGNOR.	ARTICLES.	MILES.	WEIGHT.	AMOUNT.
<u>Louis</u>	<u>For Freight on</u> <u>1 Pk Coffee</u> <u>2 H. Candles</u>			<u>95</u> <u>25</u> <u>120</u>

PAID
F. FICKLING

Names:

Cabaniss, S. D.

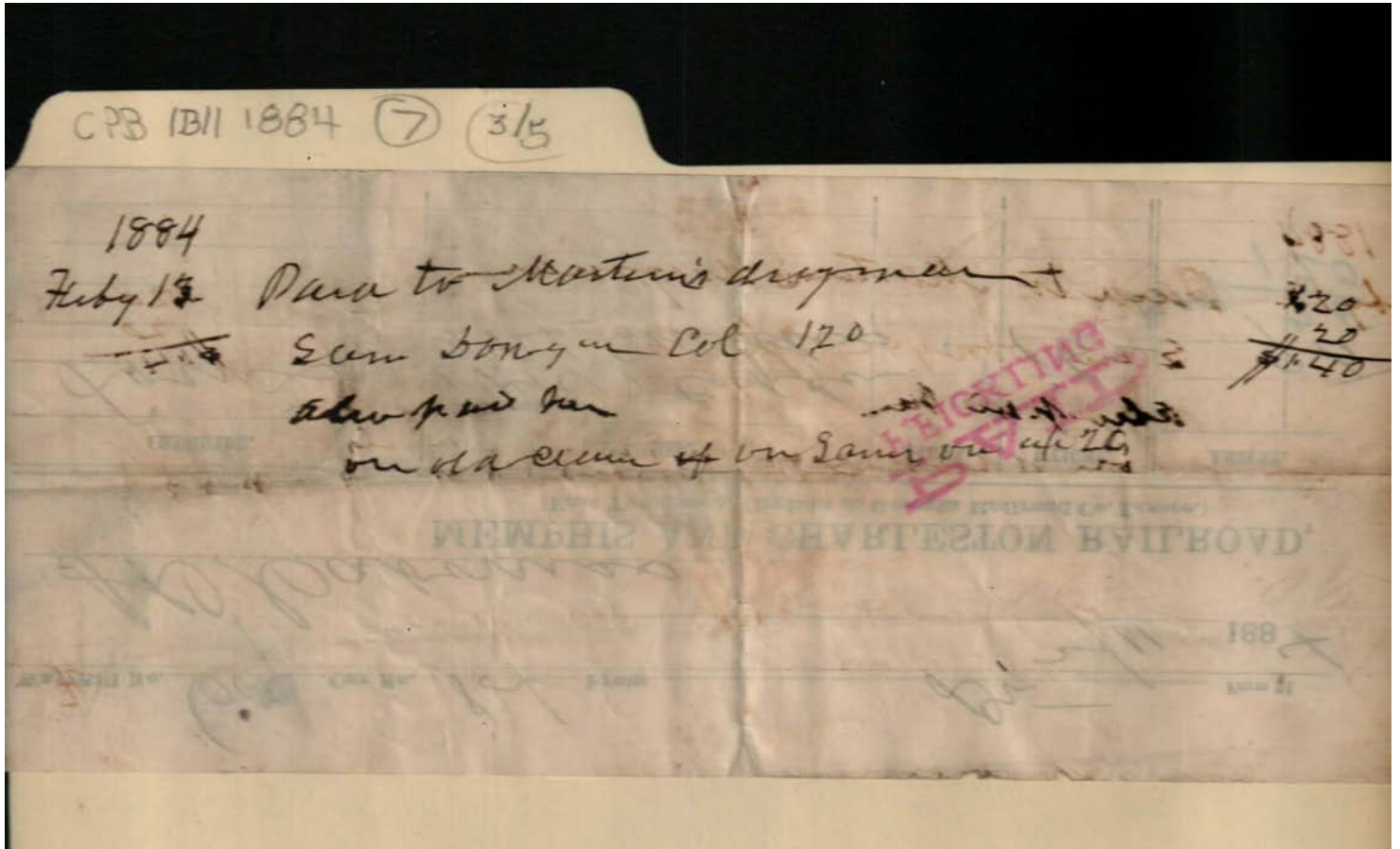
Memphis &
Charleston Railroad

Types:

receipt

Dates:

Feb 11, 1884



Names:

Donegan, Sam

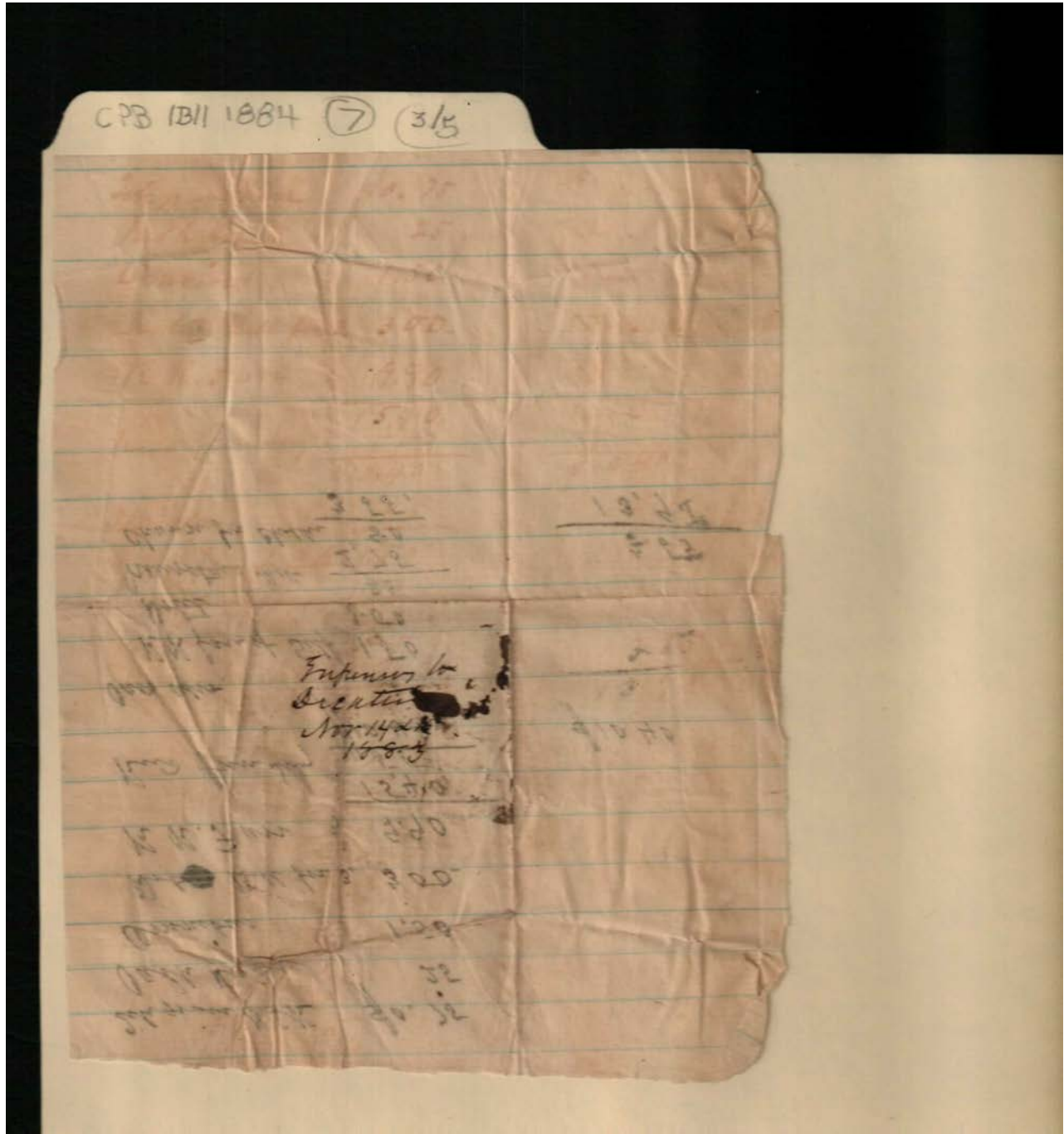
Martin,

Types:

memo

Dates:

Feb 13, 1884



Places:

Decatur, AL

Types:

memo

Dates:

Nov 14, 1883

CPB 1811 1884 (7) (3/5)

Telegram to SR	\$0.75	
Cash Notes	25	
Omnibus	1.50	
Hotel Bill for 3	3.00	
R.R. Fare 3	9.90	
	<hr/>	
	15.40	
Road fund Aug	10.00	
	<hr/>	
	10.40	\$10.40
Over chkr		
		<hr/>
R.R fare of Self	1.50	
Hotel	1.00	
Travelling Exp	26	
	<hr/>	
	2.75	
Change for Clarke	80	
	<hr/>	
	3.55	2.55
		<hr/>
		13.95

Places:

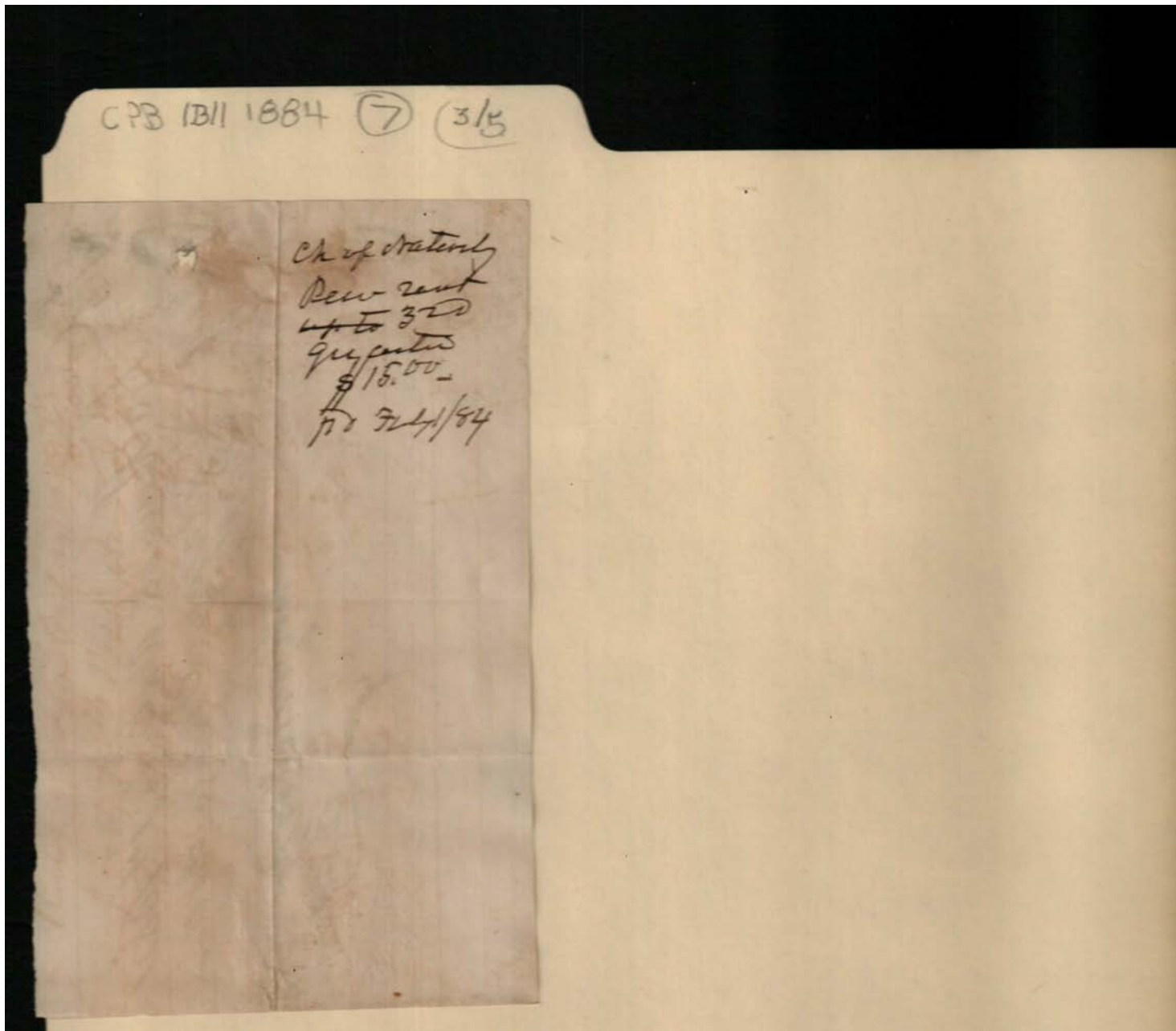
Decatur, AL

Types:

list

Dates:

Nov 14, 1883

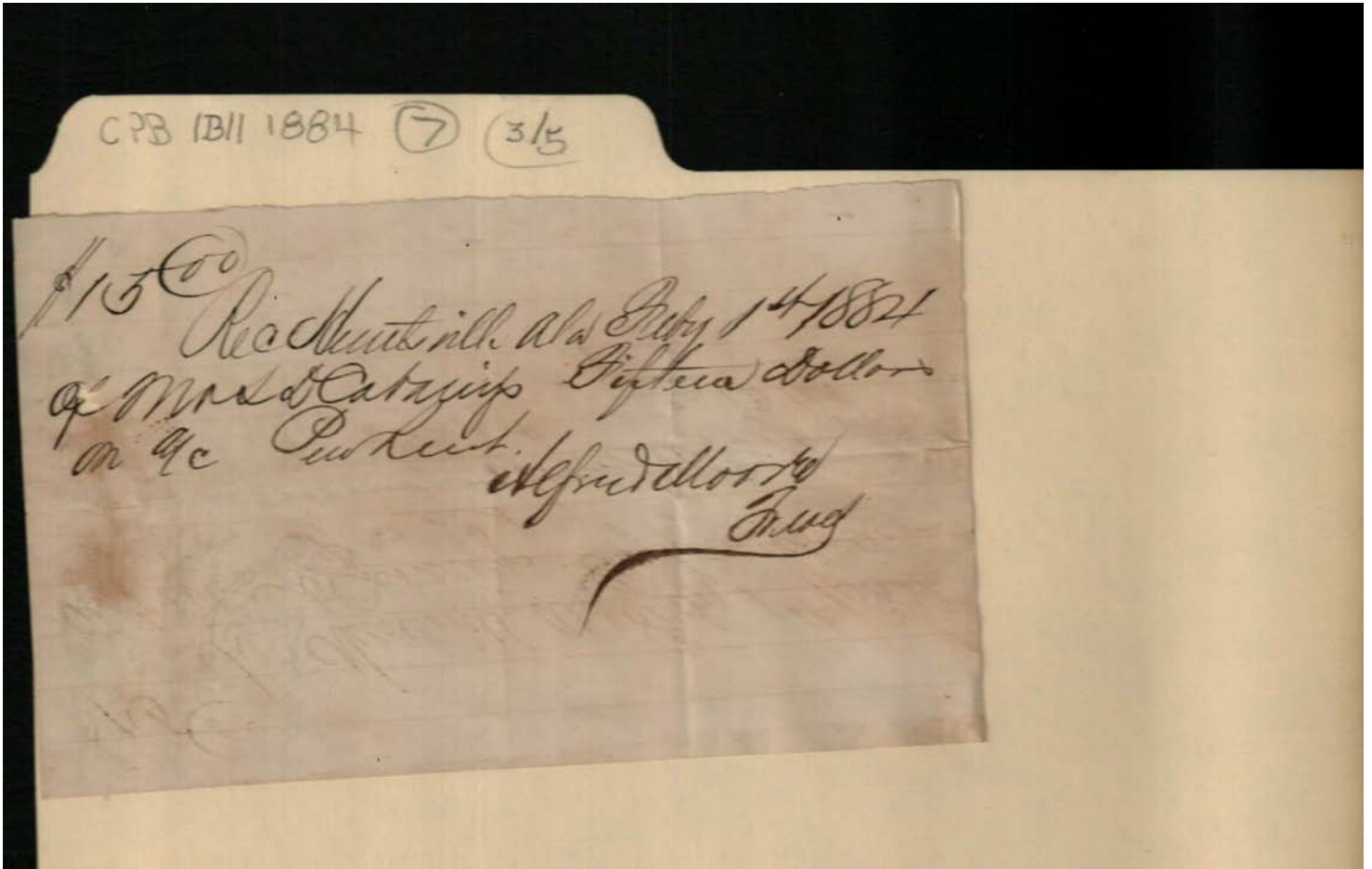


Types:

memo

Dates:

Feb 1, 1884



Names:

Cabaniss, S. D.

Moore, Alfred

Places:

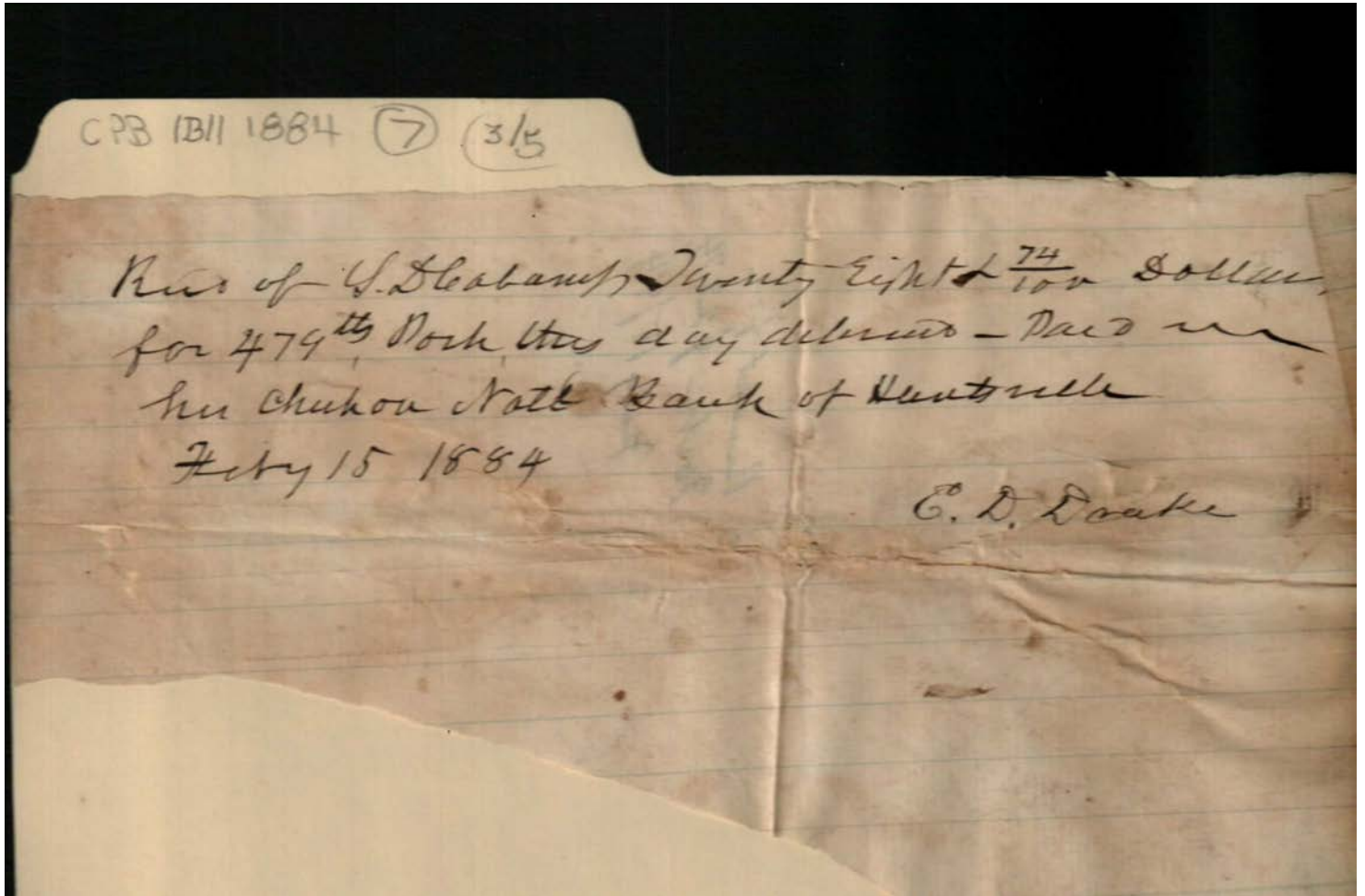
Huntsville, AL

Types:

receipt

Dates:

Feb 1, 1884



Names:

Cabaniss, S. D.

Drake, E. D.

Places:

Huntsville, AL

Types:

receipt

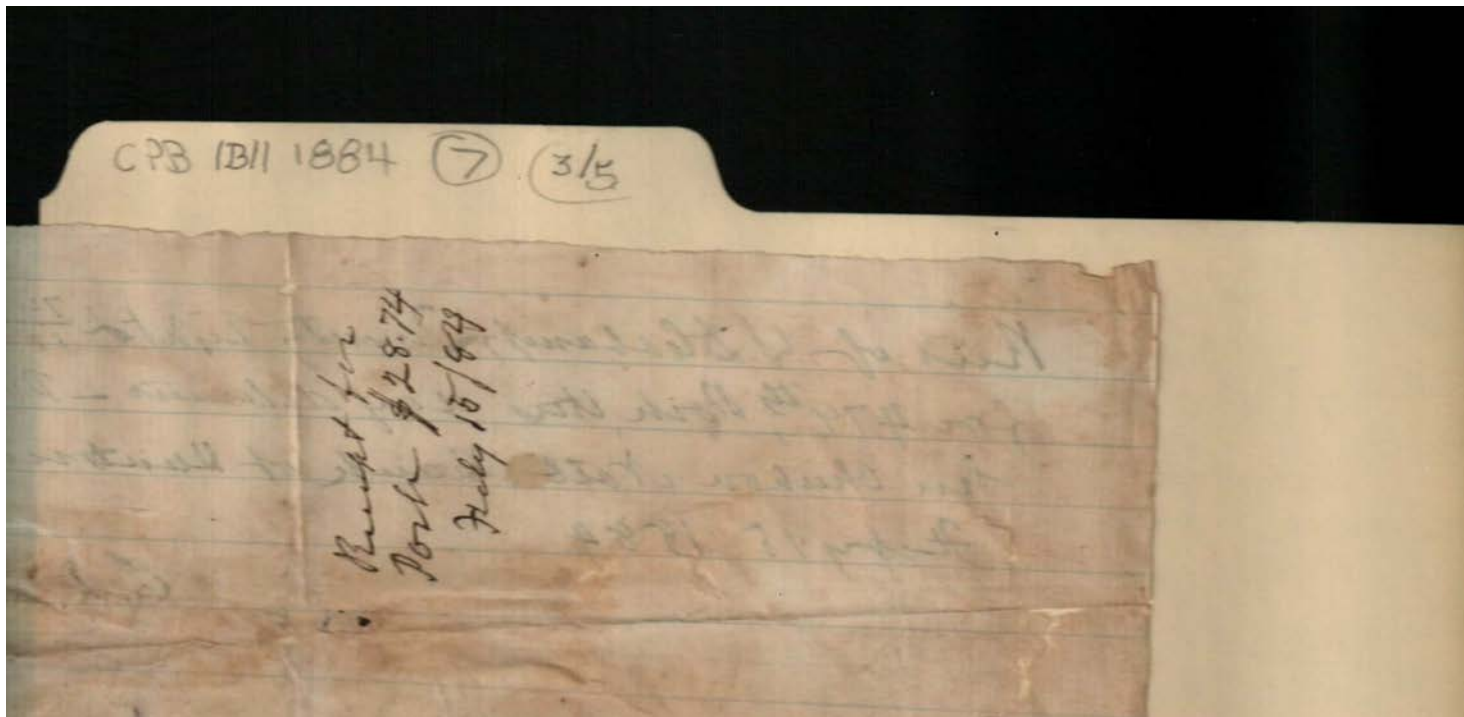
Dates:

Feb 15, 1884

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 11, Folder 7

Legal and court documents, 1884 (3 of 5)

Image 102 r01b11-07-000-0156 [Contents](#) [Index](#) [About](#)



Places:

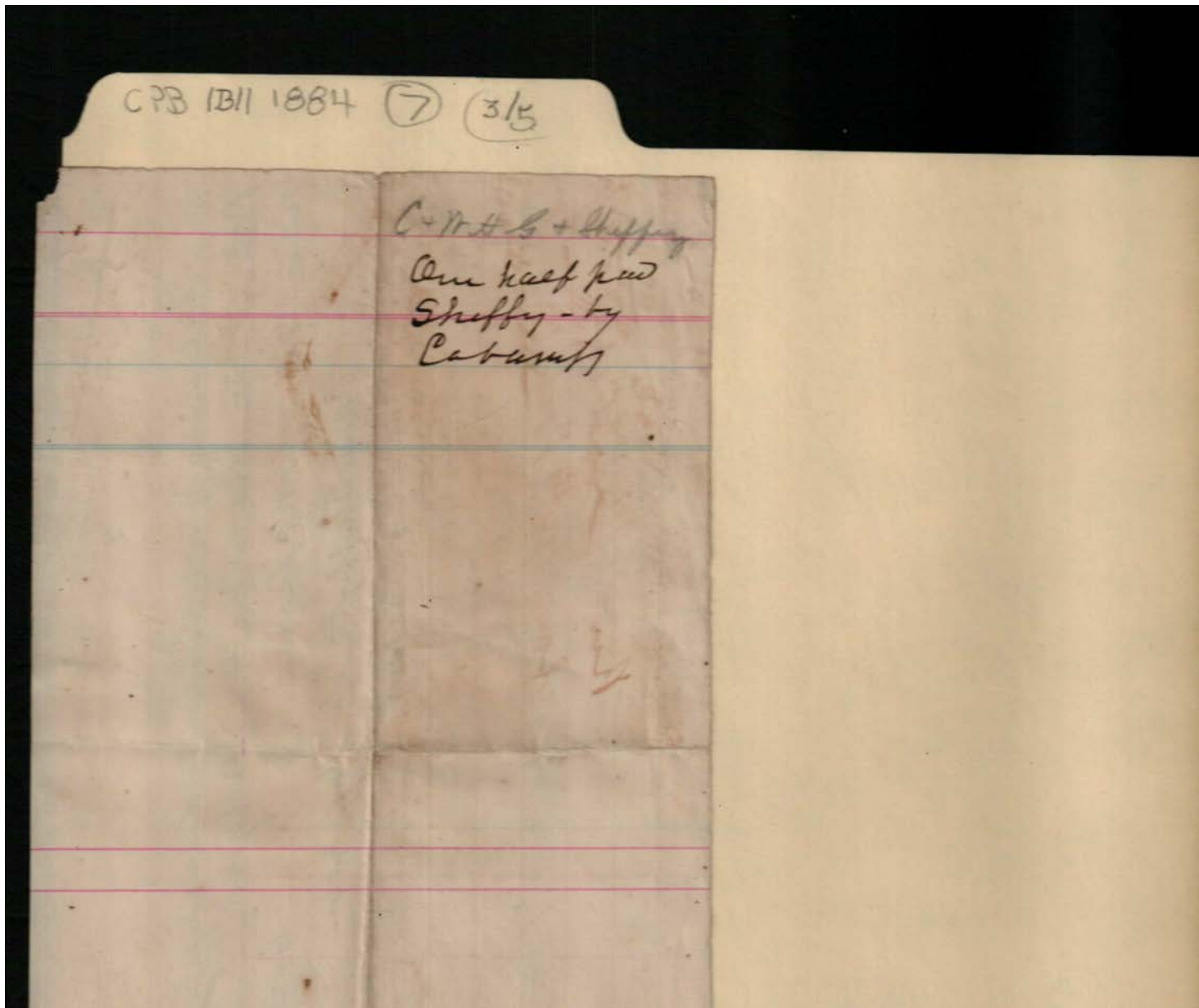
Huntsville, AL

Types:

receipt

Dates:

Feb 15, 1884



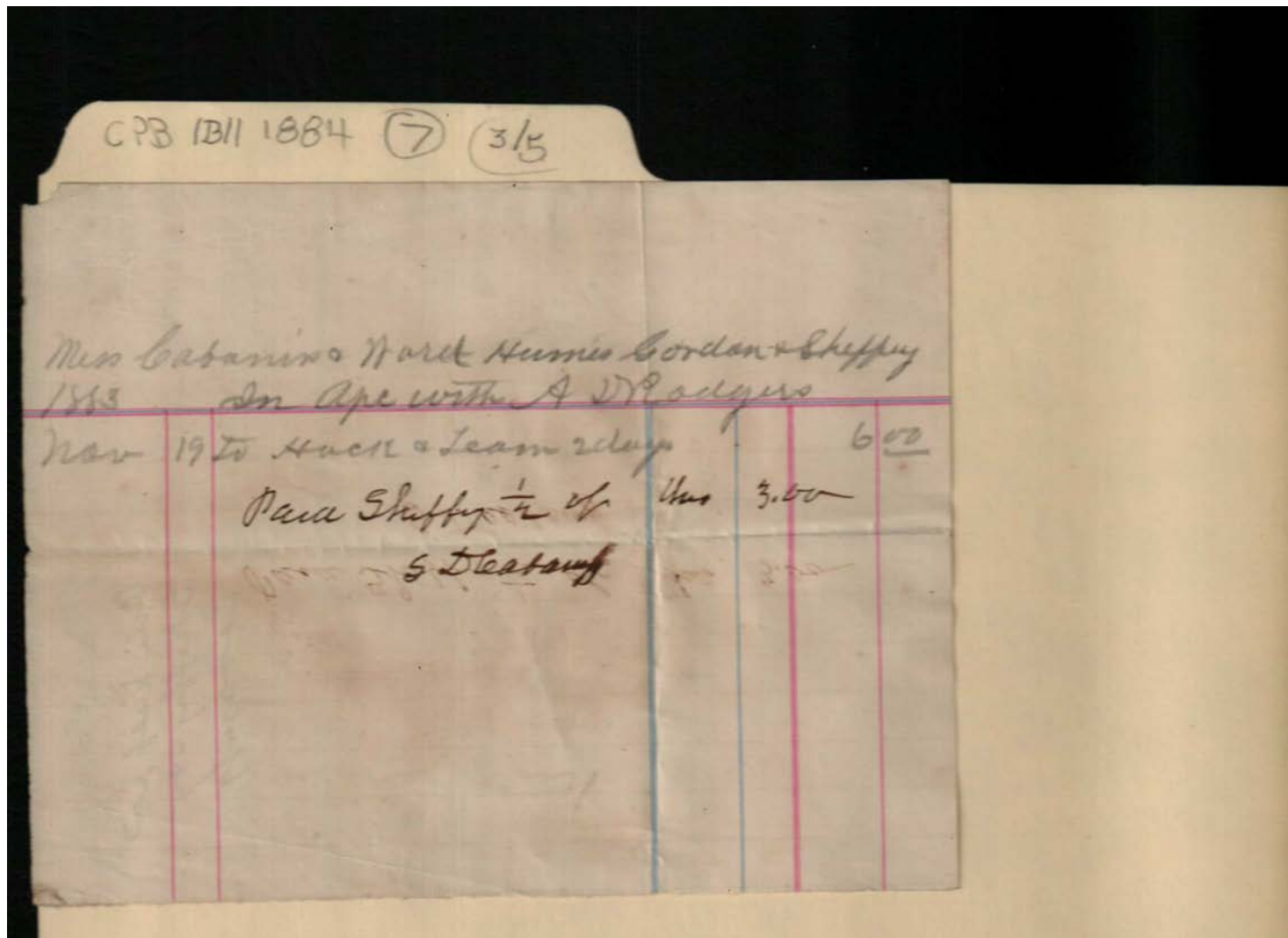
Names:

Cabaniss,

Shelby,

Types:

memo



Names:

Cabaniss & Ward

Humes, Gordon &
Sheffey

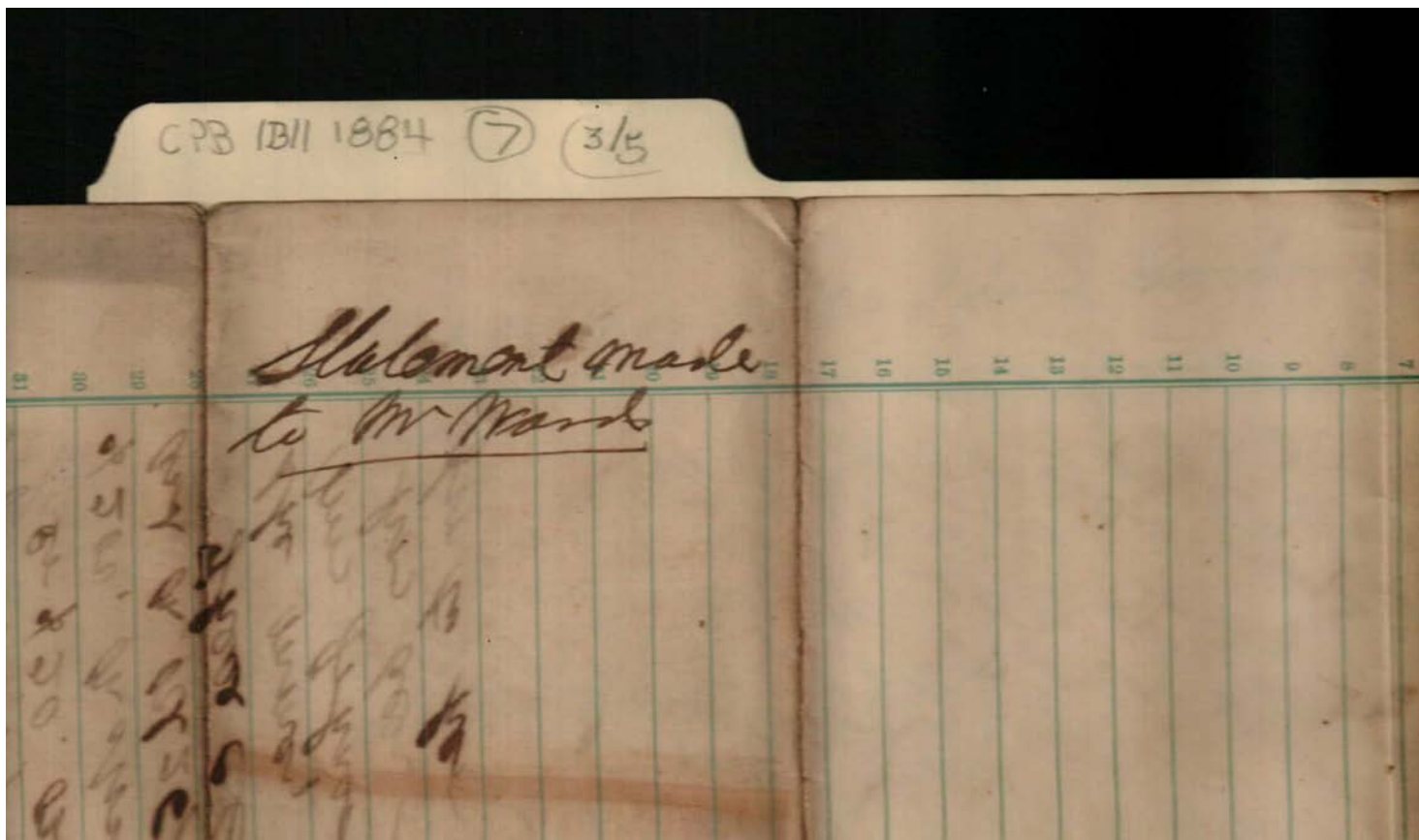
Rodgers, A. D.

Types:

receipt

Dates:

Nov 19, 1883



Names:

Ward, Mr.

Types:

memo

CPB 1811 1884 (7) 3/5

(Copy) June 25 1884

Mr Mark:

On May 3 1881 I furnished to Mrs Johnson of Claims then in my hands belonging to her, as follows:

Note of L J Hambrick of \$1000 due Feb 9 1879; Note of James Beck & Thomas Mason for \$500 due Oct 24 1881, and note of James Beck & Thomas Mason for \$750 due also Oct 24 1881

Green Talum's debt for \$4200 due July 6 1883 with interest from 6 July 1879, payable annually @ 10 per cent.

Henry Beasley's note for \$250 dated Dec 8/79 & due June 8/80. J M Fearn's note for \$532.64 dated April 9/79 due Dec 1/79. J B Fisk's note for \$2000 dated March 22/76 & payable 3 years after date, interest payable annually. M Gilbreath's note for \$200 dated July 31/80 & payable July 31/82

Note of Richard Ferrell for \$150 dated Dec 22/80 & due Dec 1/81

Joseph Weston's note for \$100 dated July 29/81 due Nov 15/81. My note for \$500 dated July 2/80 @ 2 years with interest payable annually.

On Nov 5/81 Receiver of W H Echols in full of the 2 Beck & Mason notes \$1650, which was deposited by me to Mrs Johnson credit with Mr R Rison & Co. on Nov 7/81. The Weston note for \$100 with interest to July 26/82, was added & on that day deposited to Mrs Johnson credit with Mr R Rison & Co. - On Sept 7/82 I paid Mrs Johnson

Names:

Beasley, Henry
 Beck & Mason
 Brock, James
 Echols, W. H.

Fearn, J. W.
 Ferrell, Richard
 Fisk, J. R.
 Gilbreath, M.

Hambrick, L. J.
 Johnson, Mrs.
 Mason, Thomas
 Rison, W. R. & Co.

Tatum, Green
 Ward, Mr.
 Weston, Joseph

Types:

legal correspondence

Dates:

June 25, 1884

CPS 1811 1884 (7) 3/5

x On May 29/84 I paid Bon Lewis \$100 on the Hambrick

\$60 on the Ferrell note, and on Sept 25/83 I paid her \$109 in full of the Ferrell note.

At the time my balance of Feb. 17/81 3/81 was furnished to Mrs Johnson I had collected on the Bersky debt \$200 & placed it to her credit with Mr R Rison & Co, and on May 16/81 I collected \$70, the balance due on it & placed it to her credit with Mr R Rison & Co.

On my note to Mrs Johnson for \$500, I paid her Oct 19/81 \$20, Nov 5/81 \$50, Nov 11/82 \$100, July 23/83 \$50, Aug 10/83 John Langer for her \$30, Sept 25/83 \$101 and Feb 1/83 \$267⁴⁶ the balance in full of my note.

On the 1/2 Ham note I paid Mrs Johnson Aug 24/81 \$50, and on Oct 1/83 \$32 (54). The interest on the Ham note to March 22/83 was completely paid by me to Mrs Johnson. On Jan 22/83, I paid her on that note \$300.

On June 16/84 I paid her through 1/2 for \$100 on said note, and on June 18/84 I paid Bon Lewis \$500 on said note. On Dec 3/83 I paid Mrs Johnson \$210 on the Hambrick debt, and on Feb 8/84 I paid Bon Lewis for Mrs Johnson's \$884.50 in full of balance of Hambrick debt - all the interest due on the above & paid to Mrs J.

On Feb 3/80 I paid Mrs Johnson on

Names:

Beasley,
Ferrell,

Hambrick,
Johnson, Mrs.

Lewis, Gen.
Rison, W. R. & Co.

Types:

legal correspondence

Dates:

June 25, 1884

CPS 1B11 1884 (7) (3/5)

the Tatum debt \$220, on Feb 6/81
I paid her \$220. On July 25/82
I paid her \$30. On Aug 15/82 I paid
her \$20. On May 11/82 I paid her
\$200. On Apr 18/82 I paid her \$200
and on Oct 26/83 I paid her \$151.37.
These claims represent all
the money I ever received from
Mrs Johnson except such as
has been heretofore accounted
for to her
L P Walker

Names:

Tatum,

Walker, L. P.

Types:

legal correspondence

Dates:

June 25, 1884

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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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