

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 11, Folder 4

Legal and court documents, 1883 (2 of 2)

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1883 (4) 1884

In open against E. H. Neville of such things as she has received as an advancement of her paternal part of her father's personal property she being entitled to one third part.

1871. Bonded outfit - bedding, copper	110.00
Jan 1. One Singer sewing machine original price	100.00
" Rent of Copper farm for one year	25.00
3 pairs quilts	9.00
7 glass sealing cases	1.50
6 tin " 2 large boxes	6.60
1 travelling basket	2.00
70 lb. of soft soap	4.00
2 " soda 1/2 pr. of salt bags	2.00
4 " sugar " 50 - 10 lb. of flour "	1.00
10 yds. of sheeting	5.00
2 pr. of pillow cases	2.50
2 belts	2.50
1 jacket lid & bolero & set of pillow	25.00
R. K. clock given when she was a child	500.00
1 pair cow and calf	50.00
1 spring seat	2.50
Board of R. K. Neville (his husband's)	30.00
" " " horse	10.00
1 bed cloth	9.00
Bought of Dawson - Nov. 22. 1871 one bed cloth	6.00
" " Dawson & Pally April 22. 1871 set of chairs	175
2 Pileham	1.00
1 set of lumber " 1 coffee mill " 1 set of table spoons	1.65
" " " " 1 set of spoons	1.40
1 " " " 1 set of spoons	2.50
1 " " " " "	6.50
1 Sewing Machine	1.25
1 set of chairs	1.50
2 quilts	2.00
1 foot bed	1.75
1 small chest	1.00
2 small pots	1.25
1 tea pot	1.00
1 china cake plate	5.00
2 bowls	3.00
1 chair	1.25
1 case	1.25
2 cases	3.00
2 pr. of cloth shoes	5.00
1 wash stand	2.00
1 wash stand original price	12.00
1 china bed spread	1.00
1 chimney	2.00
1 china sugar dish	6.00
1 large baby with original case	5.00
" " " " "	3.00
1 ladies side saddle	16.00
Sold to an agent of J. B. & M. C. Wert	3.50
" " " " " "	6.00
" " " " " "	41.00
" " " " " "	16.00
1884	75.72
March 2, 1884	17.10
Apr 1884 47.00 made up by Elijah Wiggins	2.55
Survey of land 40	4.00
	2.78
	12

This is to certify that Martha H. Robinson, was born on ... all the estate then in possession of the said E. H. Neville ... of her father's personal property ... the 1st day of Apr. 1884

Martha H. Robinson

Names:

Bouldin, Wiley
Elliott, J. P., Dr.
Minor, L.

Neville, Elba
Neville, H. H.
Peck, Sarah E.

Robinson, Martha H.
Wert, J. B. & M. C.
Wiggins, Elijah

Places:

Morgan Co., AL

Types:

estate document

Dates:

Sept 1, 1884

CPB 1883 (4) 2/2
1811

State of Alabama } Trinity Sta
County of Morgan } Sept 1st 1884

Personally appeared before me
Mrs. S. E. Peck and Mrs. Mar-
tha H. Robinson both known
to me and being duly sworn
certify that the within account
is both just and correct and
has been duly paid over to the said
Elta Knell at the days and
dates herein enumerated

Trinity Sta
Sept 1st 1884

Geo. G. Roof
Justice of the Peace

Names:

Peck, S. E., Mrs.

Robinson, Martha H.

Places:

Morgan Co., AL

Types:

estate document

Dates:

Sept 1, 1884

CPB 1883 (4) (2/2)
1311

payment made by my guardians in the year
1852 was \$3,550.00. First settlement of my guardian
was the fall of 1848. Interest on this amount had accu-
mulated, during these four years. 80 acres of my land
was sold to Burt Jackson (old) for \$1,000.00 about the
year 1878. Five acres of my land was sold to Miss Susa Ba-
ker for 70.00 in Feb. 1883. (Four log cabins, one brick
the house, one large gin house, etc. or, mem-
by Mr. Peck from my premises.)

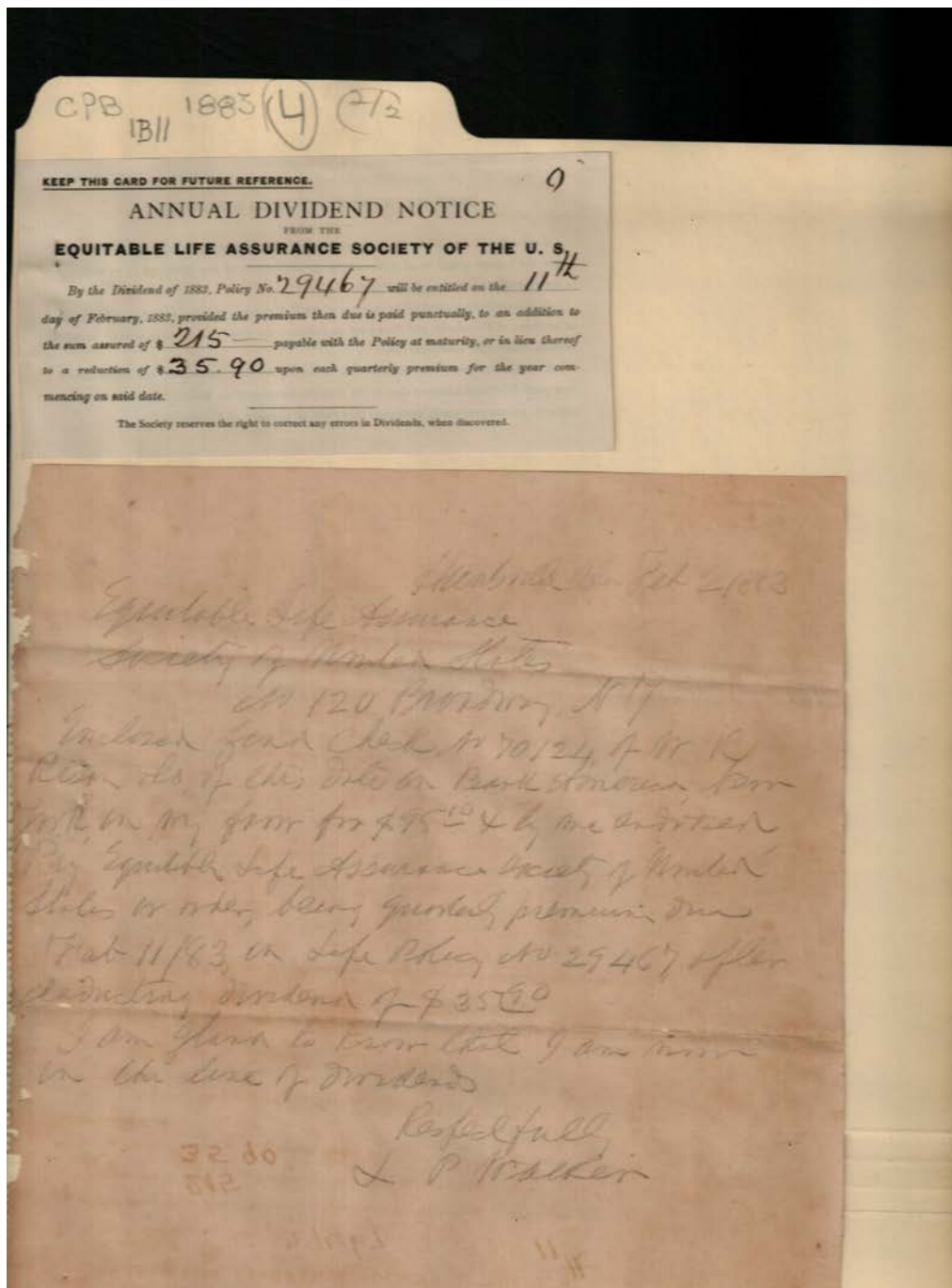
Names:

Jackson, Burt

Peck, Mr.

Types:

estate document



Names:

Equitable Life Assurance Society

Walker, L. P.

Places:

Huntsville, AL

New York

Types:

insurance

Dates:

Feb 11, 1883

Feb 2, 1883

C.P.B. 1883 (4) 2/2
B11

Paint Rock Ala
Jan 13/83

McPhadment Ward.
Huntsville Ala

Dear Sirs

The Sheriff was here to day & tells me that Lawler & Staples say they will pay me & Sewer but will not pay Hatcher his part of the decree in the Mary Parks Estate decree made 19th day of July 82. I am anxious to know if they can hold Hatcher part in other words if Hatcher this wife can give me an order or transfer their interest to me could I collect it? you see I want to get it so we can settle that fee with you. this is Hatcher's only chance to pay you his part can you file it so I can collect it? also file up the necessary papers & send to Hatcher at once & ask him to sign & send to me I want the matter settled & soon you want your money to file it up quick Lawler is going to move to Miss & I want get it settled so each one will pay his part what about the deed for the mortgage property bought - can you file it without much expense - please send me

Names:

Cabaniss & Ward
Hatcher,

Lawler,
Parks, Mary

Staples, Larkin

Places:

Huntsville, AL

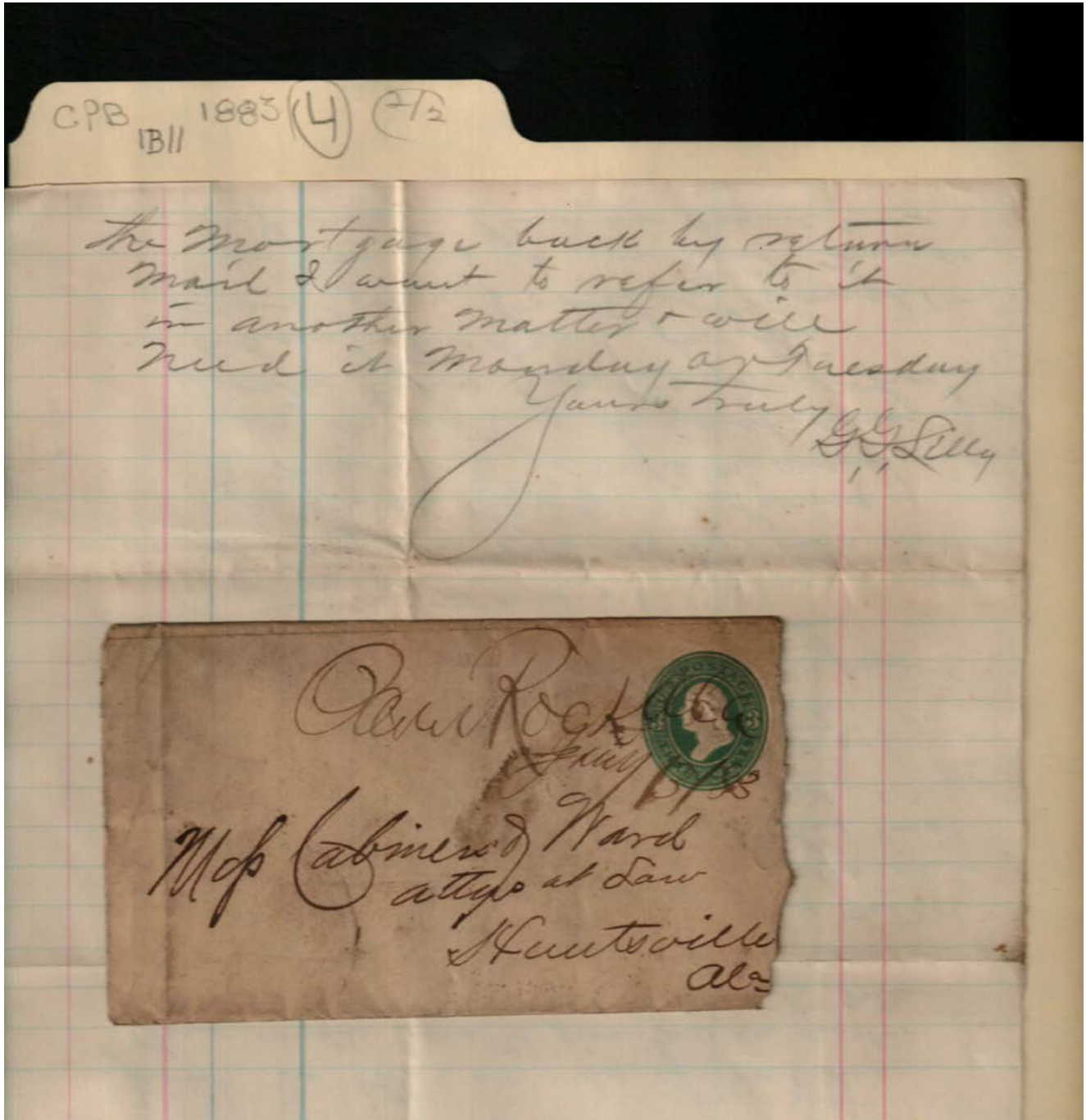
Paint Rock, AL

Types:

legal correspondence

Dates:

Jan 13, 1883



Names:

Cabaniss & Ward

Lilly, G. G.

Places:

Huntsville, AL

Paint Rock, AL

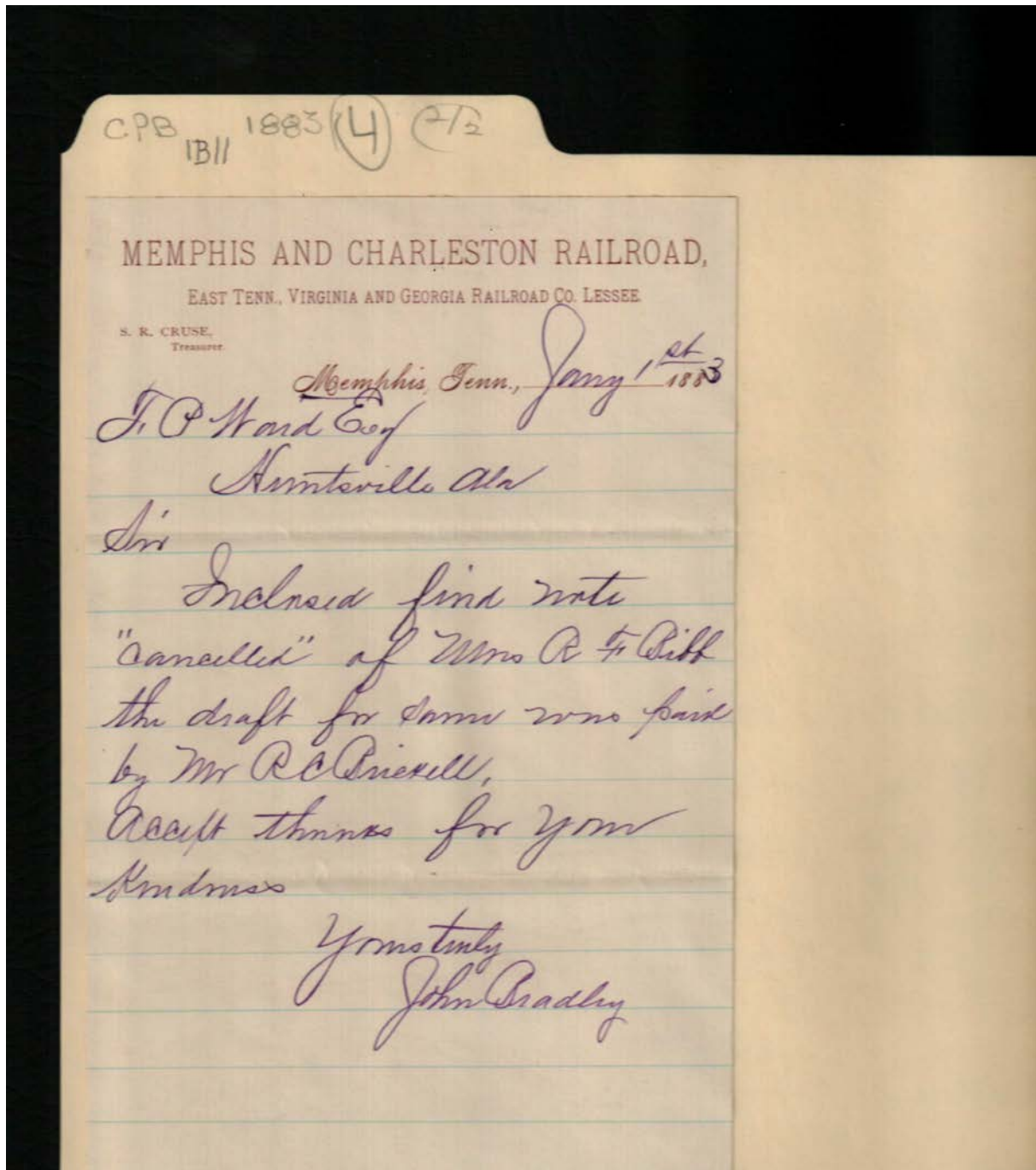
Types:

envelope

legal correspondence

Dates:

Jan 13, 1883



Names:

Bibb, R. F., Mrs.

Bradley, John

Brickell, R. C.

Memphis &
Charleston Railroad

Ward, F. P.

Places:

Huntsville, AL

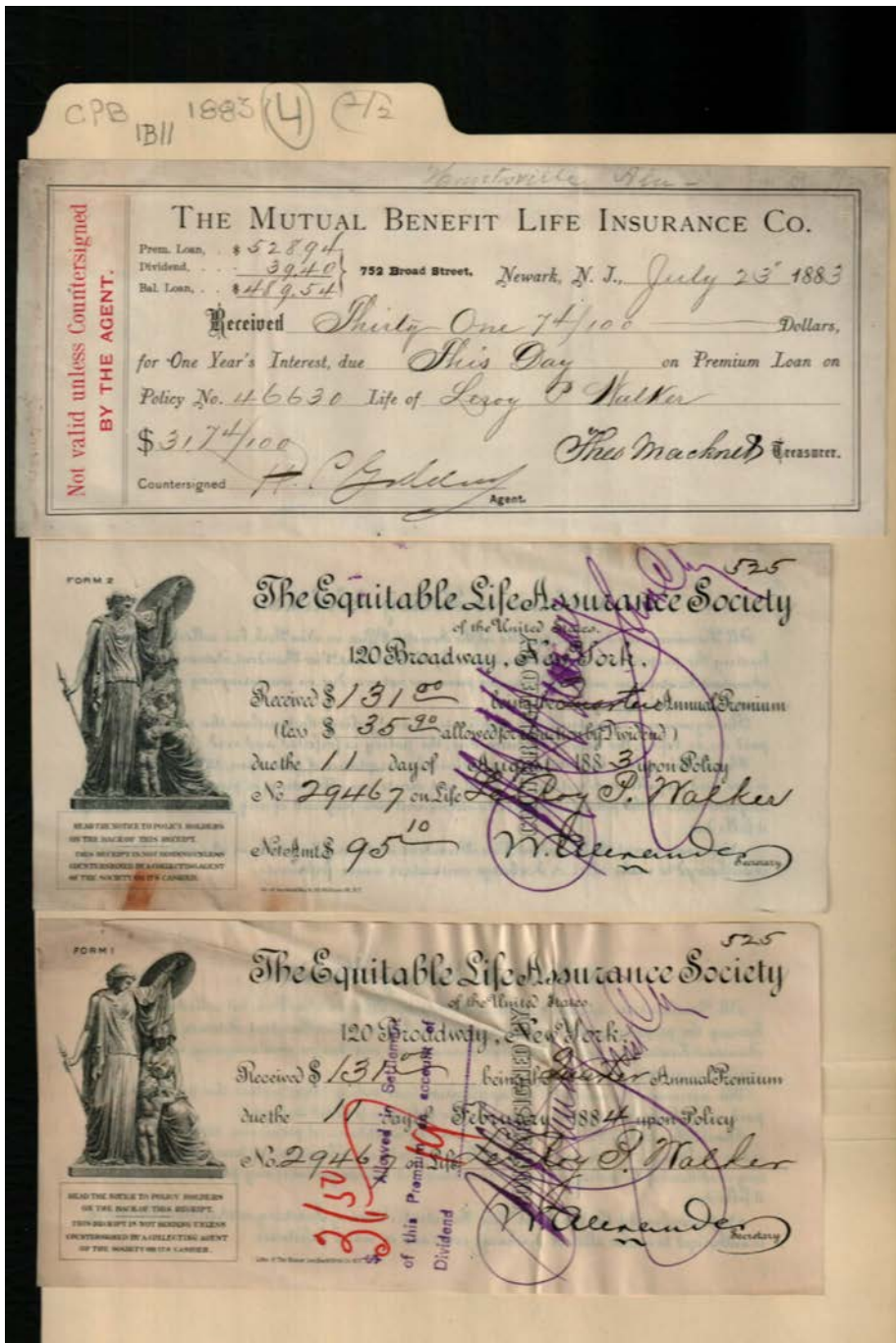
Memphis, TN

Types:

correspondence

Dates:

Jan 1, 1883



Names:

Equitable Life Assurance Society

Mutual Benefit Life Insurance Co.

Walker, Leroy P.

Places:

New York

Newark, NJ

Types:

receipt

Dates:

July 23, 1883



Names:

Equitable Life
Assurance Society

Walker, Leroy P.

Places:

New York

Types:

receipt

CPB 1883 (4) 2/2
IB11

Ten dollar D W Graham to W. L. Clay
for taking depositions Dec 20. 1883.
F. P. Ward

Rec'd payment this Jan. 14, /84
W. L. Clay

Names:

Clay, W. L.

Graham, D. W.

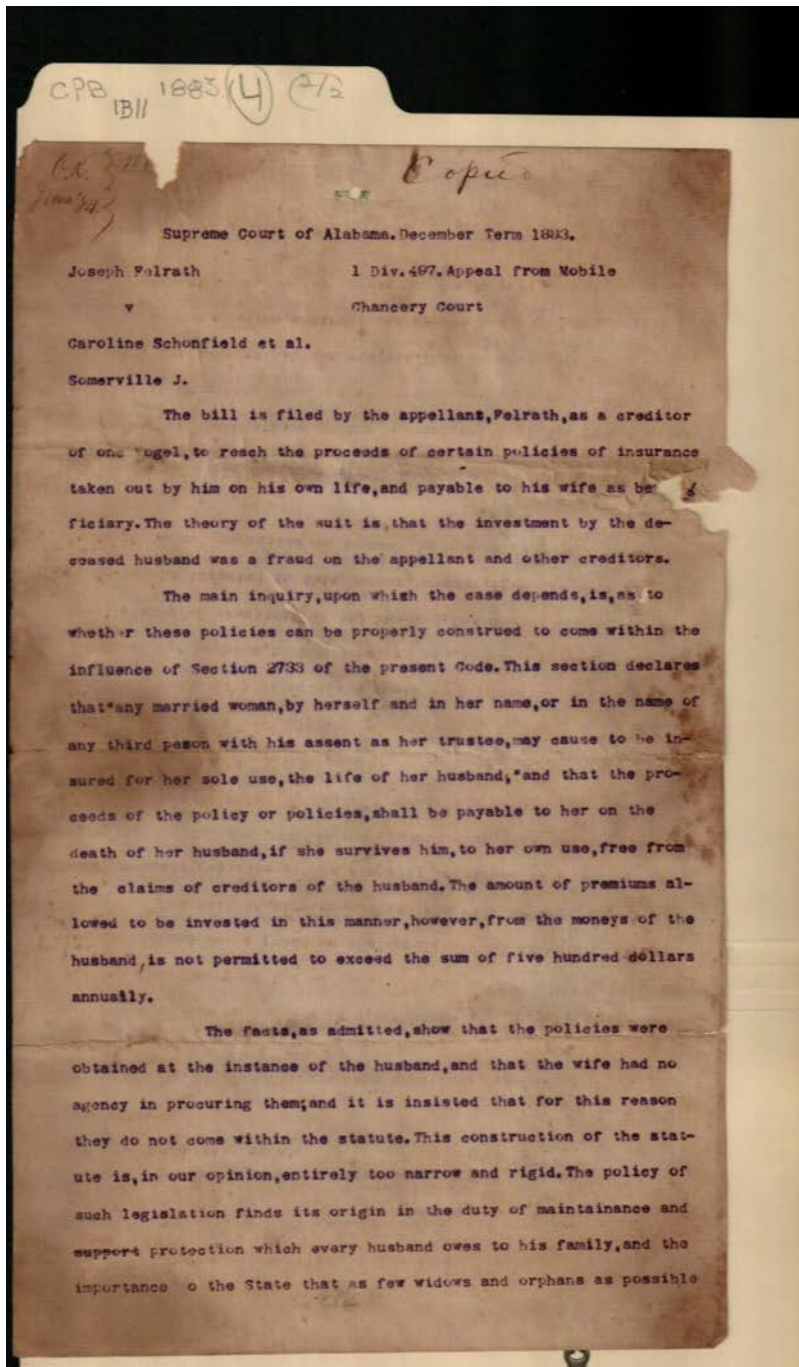
Ward, F. P.

Types:

receipt

Dates:

Jan 14, 1884



Names:

Felrath, Joseph

Schonfield, Caroline

Types:

Supreme Court of AL

Dates:

Dec 1883

C.P.B. 1883 (4) 2/2
1811

should be cast as paupers upon the public charity. Continental Life Ins. Co. v. Webb, 54 Ala. 680; Stone v. Knickerbocker Life Ins. Co. 52 Ala. 389. In Fearn v. Ward, 65 Ala. 33, we said that this statute was "in the nature of a law exempting property from liability to execution." It has been uniformly held in this State that exemption laws are to be liberally construed; and the application of this principle forbids the strict construction contended for by the counsel for the appellant. A similar statute prevails in the States of Illinois and of Missouri, each, like our own, being copied substantially from the New York statute of 1840. So far as affects the question before us, the phraseology of these various laws seems to be essentially the same. The courts of these States have held that the statute is remedial in its character; that it is founded on charity, and intended to subserve a beneficent purpose, and that it is in the nature of, though not strictly, an exemption law, and, for these several reasons that, it should be liberally construed to effect the legislative policy contemplated in its passage. Cole v. Marple, 98 Ill. 38; Charter Oak Life Ins. Co. v. Brent, 47 Mo. 419; Brammer v. Cohn, 80 N. Y. 11.

We do not think it was ever contemplated that a policy of insurance should have been taken out by the wife exclusively, or through her agency, in order to receive the protection of the statute. Under the rules of the common law the wife was disabled to make or cause to be made a contract of this nature. And even to any contract made by a third person for the benefit of the wife the assent of the husband was required. 1 Parsons Contr. (6th ed.) 369. The statute must be construed, therefore, to be enabling in its purposes, designed to remove from the wife the shackles of coverture imposed by the common law, which served to paralyze her independent authority to contract—so far at least as this particular subject matter is concerned. When the husband undertakes to procure for her a pol-

Types:

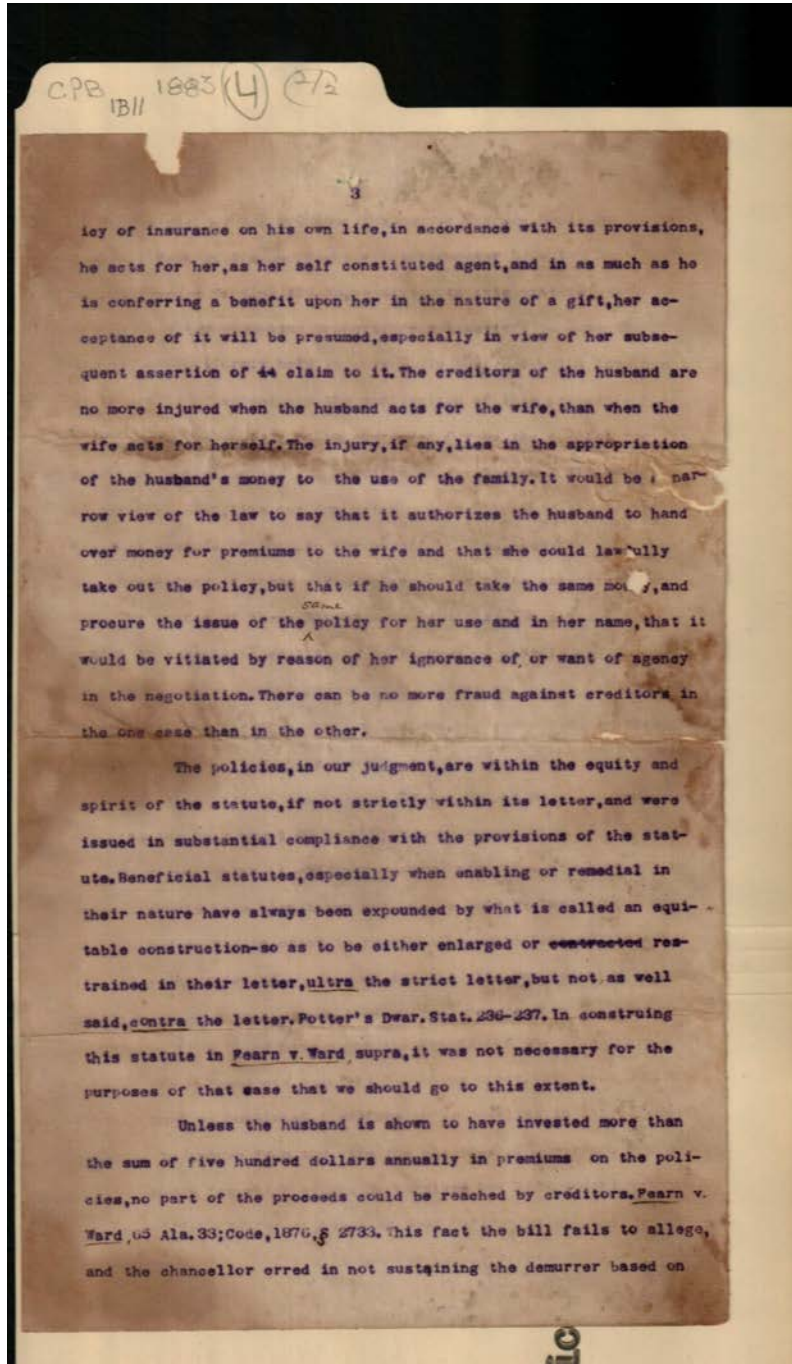
Supreme Court of AL

Dates:

Dec 1883

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Names:

Fearn,

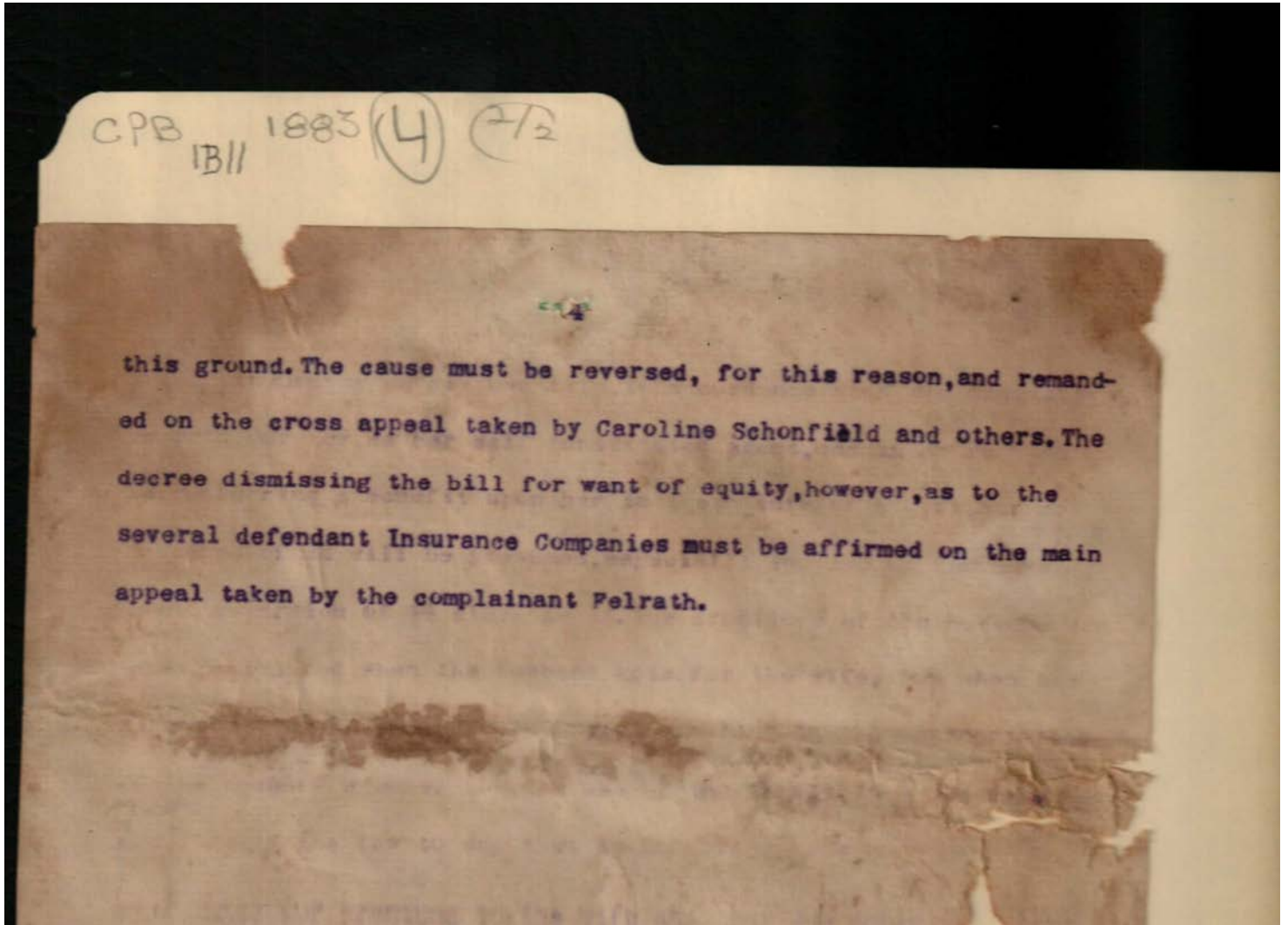
Ward,

Types:

Supreme Court of AL

Dates:

Dec 1883



this ground. The cause must be reversed, for this reason, and remanded on the cross appeal taken by Caroline Schonfield and others. The decree dismissing the bill for want of equity, however, as to the several defendant Insurance Companies must be affirmed on the main appeal taken by the complainant Felrath.

Names:

Felrath,

Schonfield, Caroline

Types:

Supreme Court of AL

Dates:

Dec 1883

CPB 1883 (4) 2/2
1811

State of Alabama } In the Circuit Court
Madison County } August Term 1883.

Julia J. Hancock plaintiff
" }
Solon Kelly, and
J. Emmet Kelly defendants

The defendants, during the trial of this cause, having taken and reserved exceptions to the charge, finding and decisions of the court, and afterward and tendered his bill of exceptions to be signed by the Judge.

Now, in order to allow the Judge and the plaintiff further time for fully examining and making any necessary alterations in said bill of exceptions, it is agreed that the time for signing said bill of exceptions, with or without ~~such~~ ~~alterations~~ ~~thereof~~, shall be extended to ~~the~~ ^{thirty} days after the adjournment of the court, and that the giving of a supersedeas appeal bond by the defendants shall in no way affect the bill of exceptions, but the same shall have the effect as if signed during the term and before the giving of the appeal bond. August 25, 1883.

D. D. Shelby, Atty.
for Plff.
Cabaniss & Ward Attys
for Defts.

Names:

Cabaniss & Ward
Hancock, Julia J.

Kelly, J. Emmet
Kelly, Solon

Shelby, D. D.

Places:

Madison Co., AL

Types:

circuit court

Dates:

Aug 25, 1883

CPB 1883 (4) 7/2
1811

State of Alabama } In the Circuit Court
Madison County } August Term 1883.
Ella G. Humes et al. plaintiffs }
" }
Morris Bernstein defendant }

The defendant, during the trial of this cause, having taken and reserved exceptions to the charges, opinions and decisions of the court, and prepared and tendered his bill of exceptions to be signed by the judge.

Now, in order to allow the judge and the plaintiffs for this term for fully examining said bill of exceptions, it is agreed that the time for signing said bill of exceptions, in any case or without any agreed alteration thereof shall be extended to thirty days after the adjournment of the court; and that the giving of a supersedeas appeal bond by the defendant prior to the signing of the bill of exceptions shall in no way affect the bill of exceptions, but the same shall have the effect as if signed during the term and before the giving of the appeal bond. August 30, 1883.

Humes, Garth & Sheffey
Atty. for appells. J. H. W.
Brandon & Jones and F. P. Ward
Atty. for Deft

Names:

Bernstein, Morris
Brandon & Jones

Humes, Ella G.

Humes, Garth &
Sheffey

Ward, F. P.

Places:

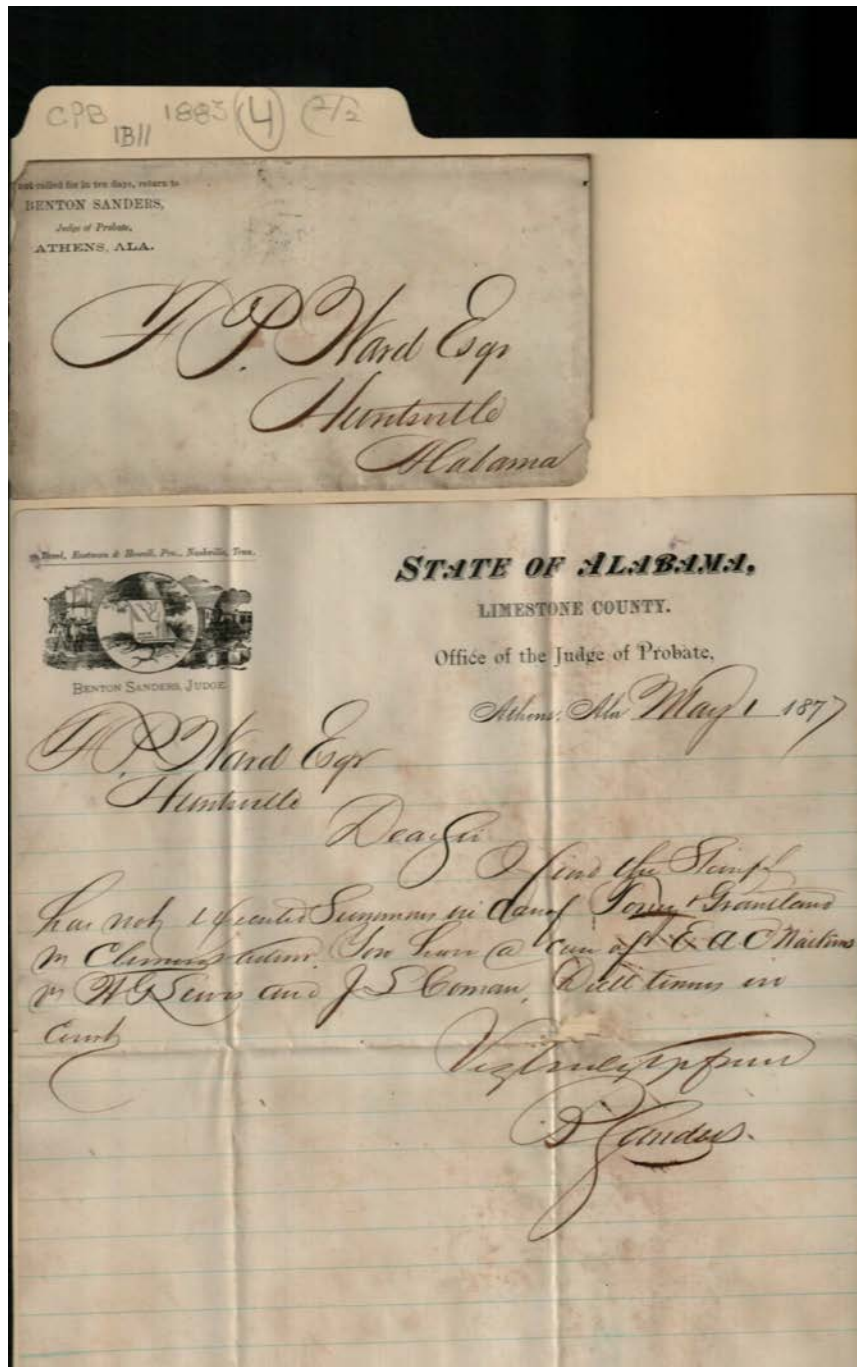
Madison Co., AL

Types:

circuit court

Dates:

Aug 30, 1883



Names:

Coman, J. S.
Lewis, W. G.

Sanders, Benton
Toney & Grantland

Ward, F. P.
Watkins, E. A. C.

Places:

Athens, AL

Huntsville, AL

Types:

envelope

legal correspondence

Dates:

May 1, 1877

C.P.B. 1883 (4) 2/2
IB11

Jacksonville Ala
May 28th 1883

John D. Brandon Esq
Huntsville Ala

Dr Sir:

Your letter covering Mr Ward's brief came to hand yesterday.

The "file" of County paper belonging to the Offices of Probate Judge, Clerk & Register have been in Ashville for some time for the purpose of being bound - hence, we have never been able to see the Tax Collector's Notice of sale of lands for taxes in 1876, till this morning we succeeded in getting an old copy of the Republican of March 11th 1876 containing a list of all the lands sold on the 3rd April 1876 - and, to our horror find that another man's land was advertised & sold for Clew's taxes - i.e. the E $\frac{1}{2}$ of S $\frac{1}{4}$ of Sec 14 & 16 R 8 was adv^d & sold instead of the E $\frac{1}{2}$ of N. E. $\frac{1}{4}$ Sec 14 & 16 R 8. These lands, by number, the same

Names:

Brandon, John D.

Clew,

Ward,

Places:

Huntsville, AL

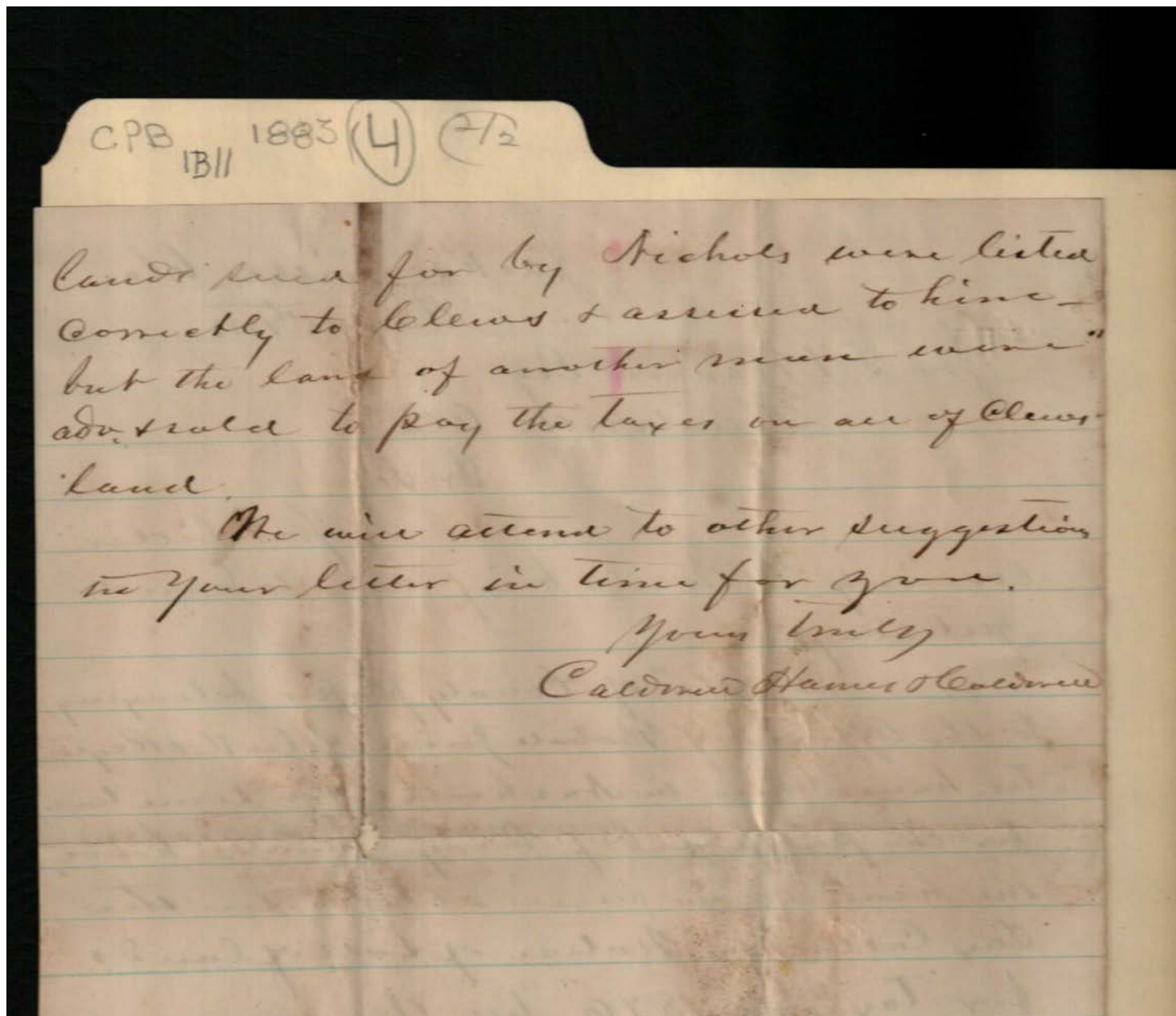
Jacksonville, AL

Types:

legal correspondence

Dates:

May 28, 1883



Names:

Caldwell, Humes &
Caldwell

Clew,
Nichols,

Places:

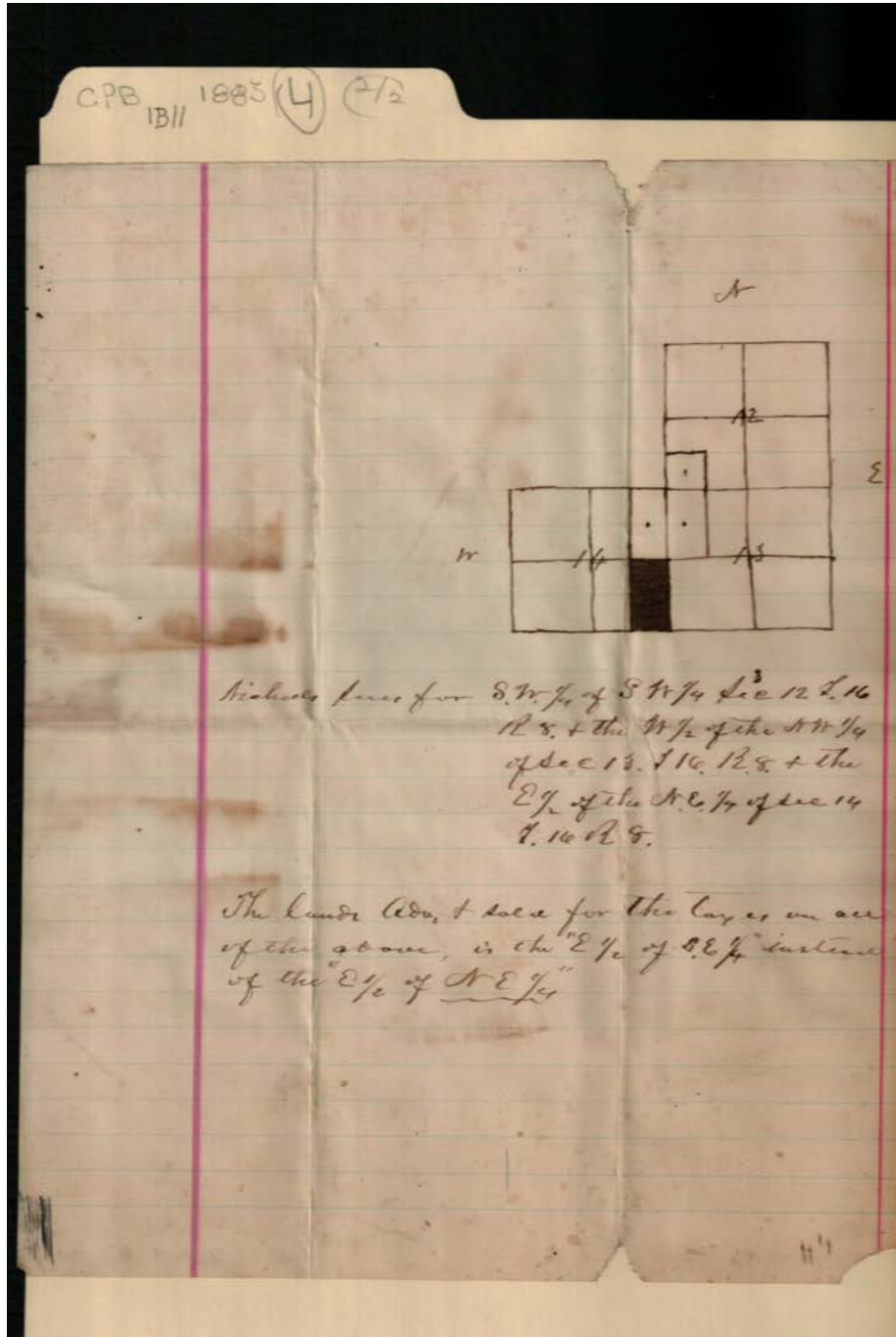
Jacksonville, AL

Types:

legal correspondence

Dates:

May 28, 1883



Names:

Nichols,

Places:

Jacksonville, AL

Types:

legal correspondence

Dates:

May 28, 1883

CPB 1883 (4) 2/2
IB11

Run this
Athens Sept 5 1883

Mr Ward,
Yours of yesterday
received. I had
your letters & Weil
on the subjects of rents.
After Weil wrote
the enclosed I went
up & closed the trade
verbally. You remember
I consulted you & took
you to Weil & you were
present when the
was agreed upon, by
taking the place for 50¢
allowing 50¢ out of
for Fency
You say you will
require of him to pay the
back rents even in the
event of further litigation.

Names:

Ward,

Weil,

Places:

Athens, AL

Types:

legal correspondence

Dates:

Sept 5, 1883

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Would it not be better to
have the matter secured
by notes? for if the money
was collected it would
soon be squandered, &
in the event the case should
go against Mr H & P. it
would take every thing
they have to pay back
the rents - You see my
idea? Consequently think
should there be further
litigation to have the back
rents secured by notes.
for if P. should get
the money would spend it in
few months? he is
even selling his clothes to
get money to go lie on.
Mrs H. & P. haven't got a
dollar on hand & have left
him & family up for the last 12
months out of my own efforts. -
Very truly
C. A. C.

Places:

Athens, AL

Types:

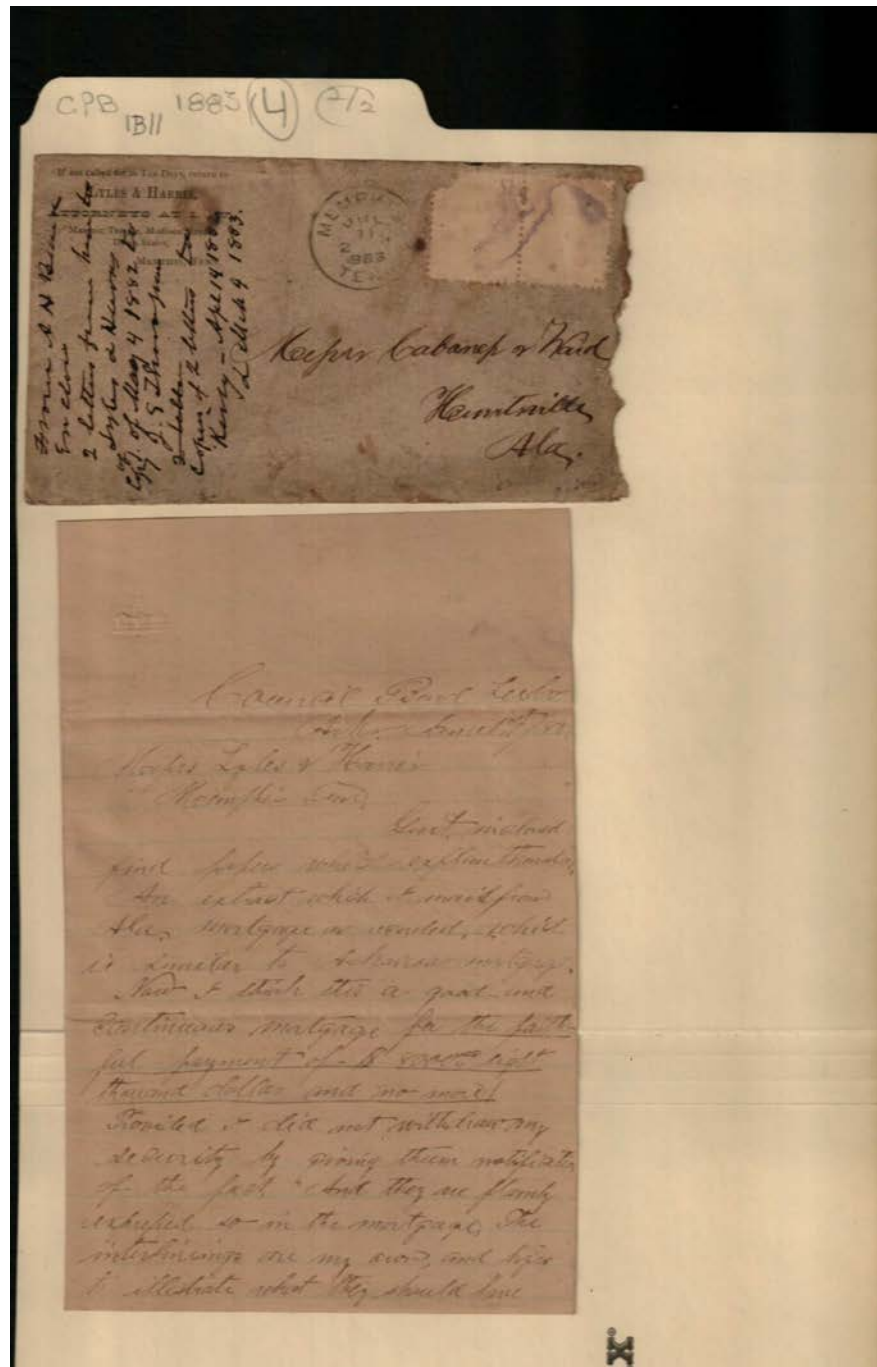
legal correspondence

Dates:

Sept 5, 1883

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Legal and court documents, 1883 (2 of 2)

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Names:

Cabaniss & Ward

Lyles & Harris

Places:

Council Bend, AR

Huntsville, AL

Memphis, TN

Types:

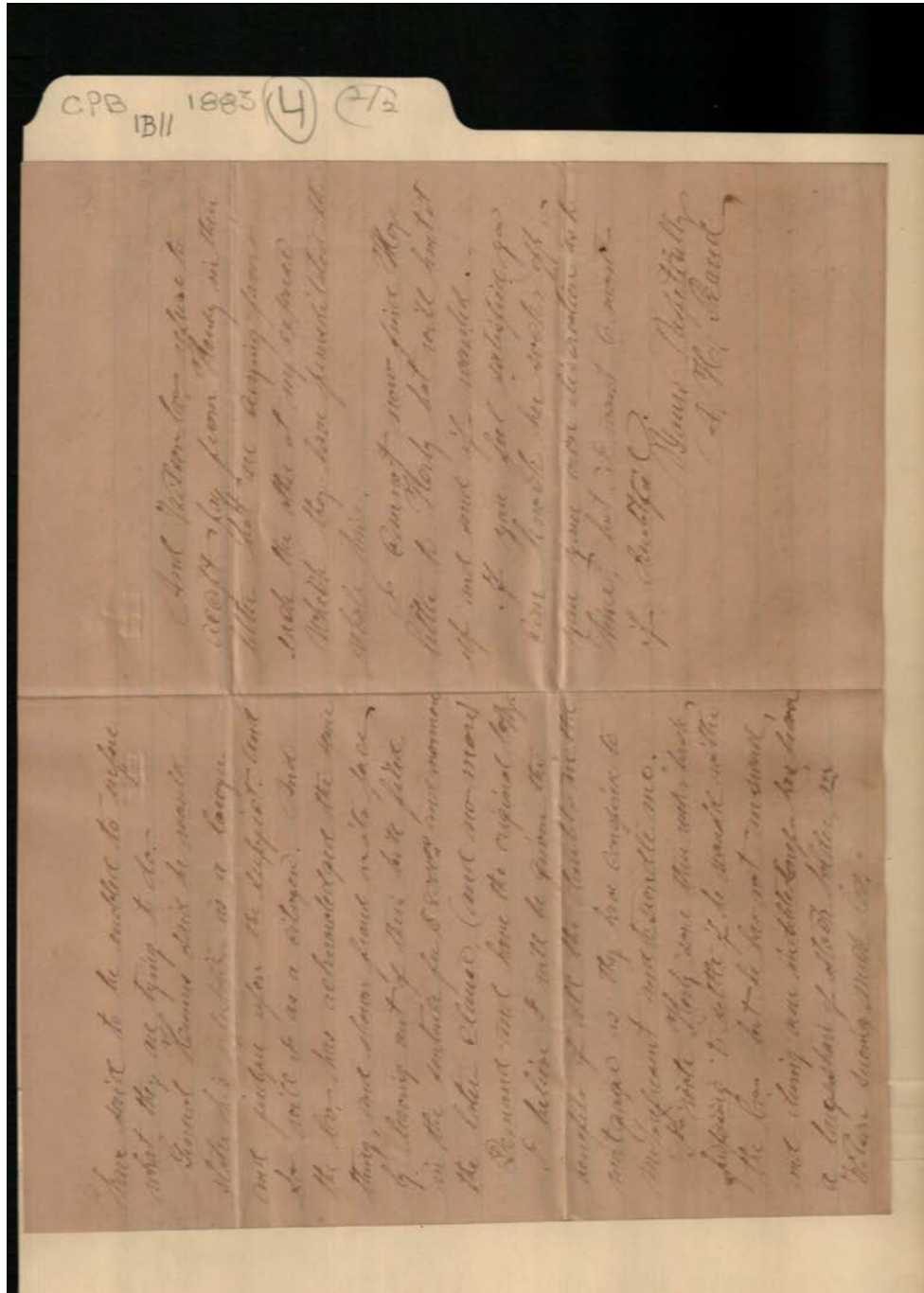
correspondence

envelope

Dates:

1883

July 11, 1883



Names:

Beard, A. H.

Humes, General

Places:

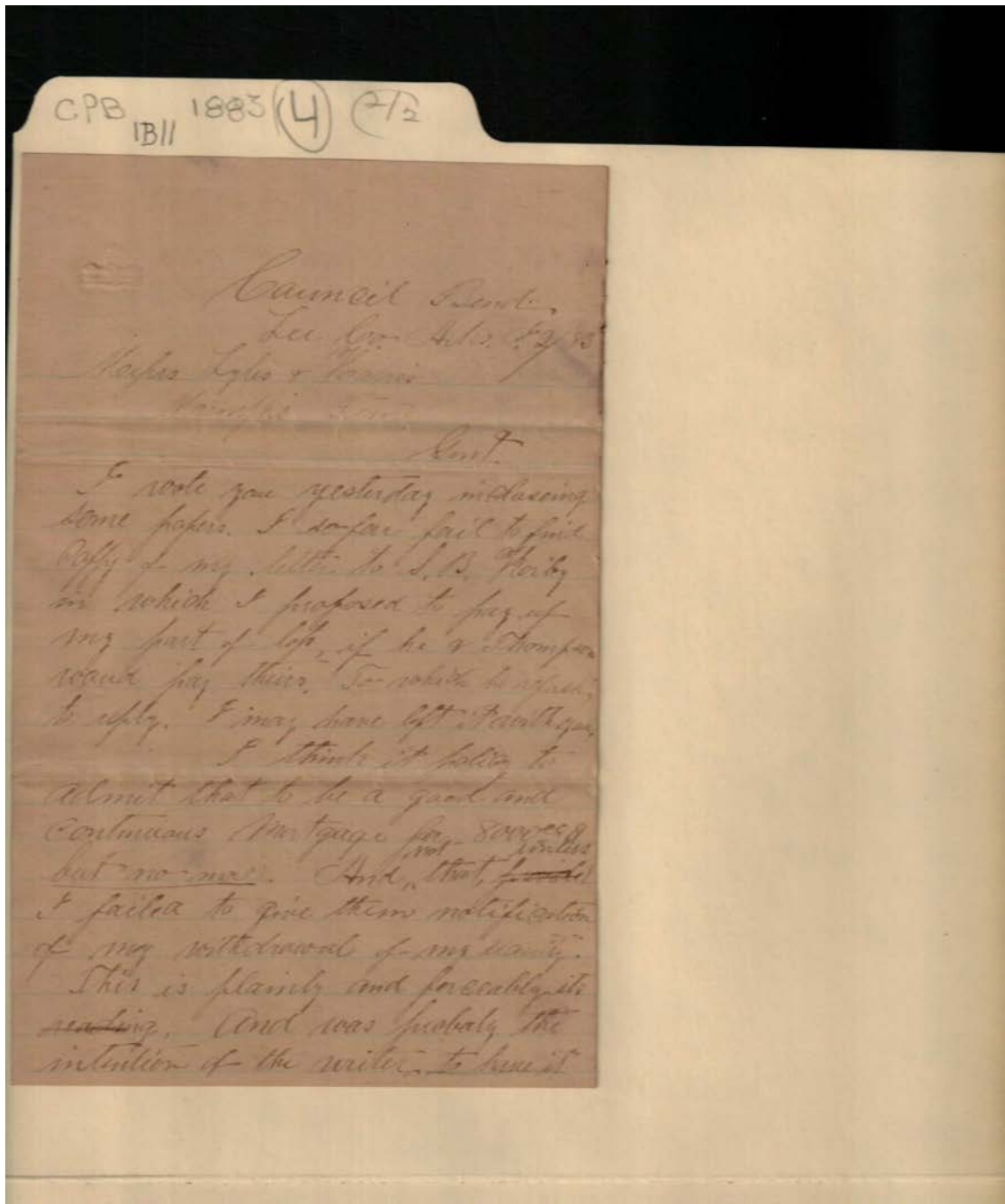
Council Bend, AR

Types:

correspondence

Dates:

1883



Names:

Kirby, S. B.

Lyles & Harris

Places:

Council Bend, AR

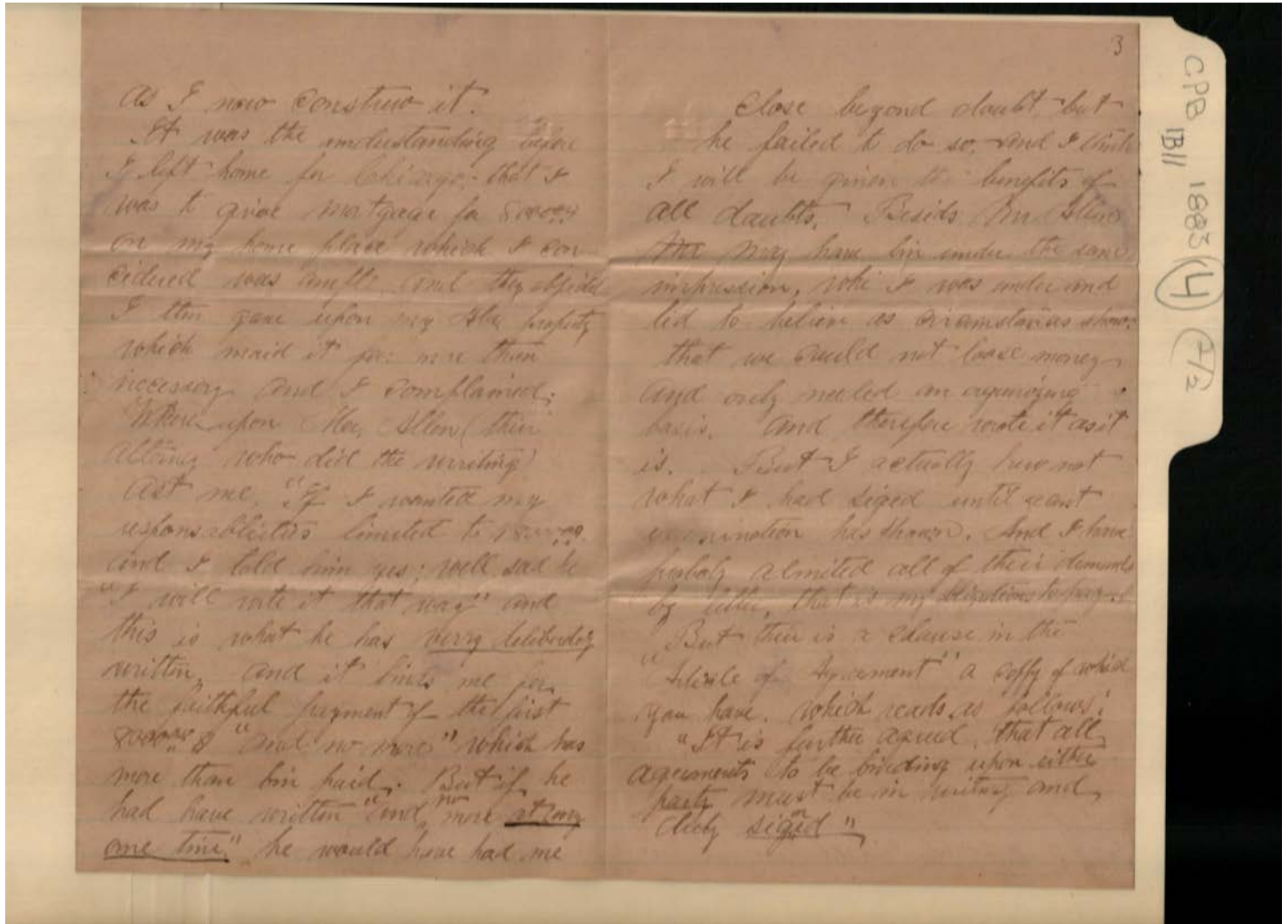
Memphis, TN

Types:

correspondence

Dates:

1883



As I now construe it.
 It was the understanding when
 I left home for Chicago, that I
 was to give mortgage for \$10000
 on my home place which I con-
 sidered was enough and the object
 I then gave upon my the property
 which made it far more than
 necessary and I complained;
 When upon Mr. Allen (then
 Attorney who did the writing)
 told me, "If I wanted my
 wishes collected limited to \$10000
 and I told him yes; well said he
 "I will write it that way" and
 this is what he has very liberally
 written, and it limits me for
 the faithful payment of the first
 \$10000 and no more" which has
 more than bin said. But if he
 had have written "and ^{no} more at any
one time" he would have had me

close beyond doubt, but
 he failed to do so, and I think
 I will be given the benefit of
 all doubts. Besides Mr. Allen
 the way have bin under the same
 impression, who I was under and
 led to believe as circumstances show
 that we could not lose money,
 and only needed an organizing
 basis. And therefore wrote it as it
 is. But I actually have not
 what I had hoped until recent
 examination has showed. And I have
 probably a limited coll of their demands
 by letter, that is my disposition to pay.
 But there is a clause in the
 "Article of Agreement" a copy of which
 you have, which reads as follows:
 "It is further agreed, that all
 agreements to be binding upon either
 party must be in writing and
clearly signed"

CPR
 B11
 1883
 (H)
 (A)

Names:

Allen, Mr.

Thompson,

Places:

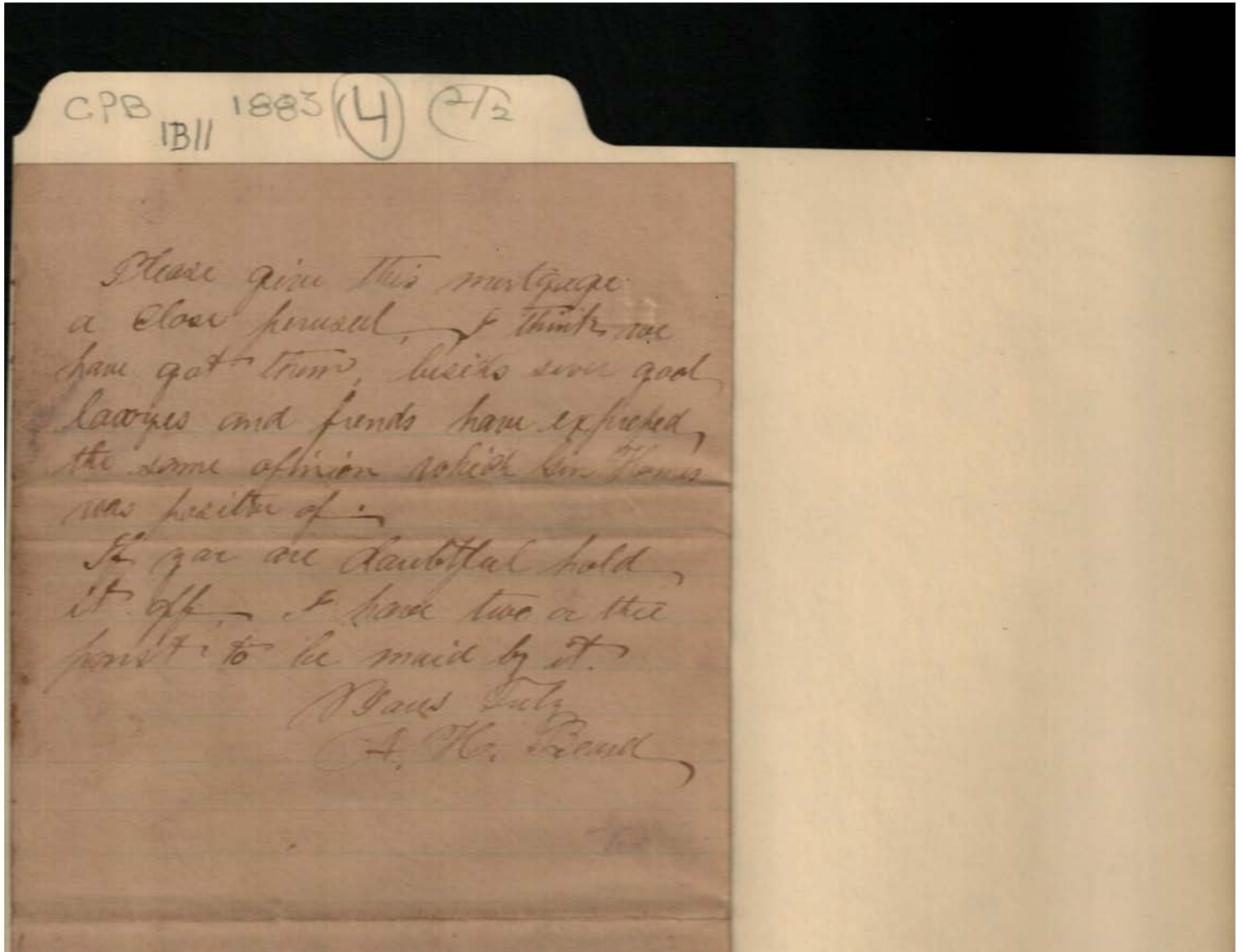
Council Bend, AR

Types:

correspondence

Dates:

1883



Names:

Beard, A. H.

Humes, Gen.

Places:

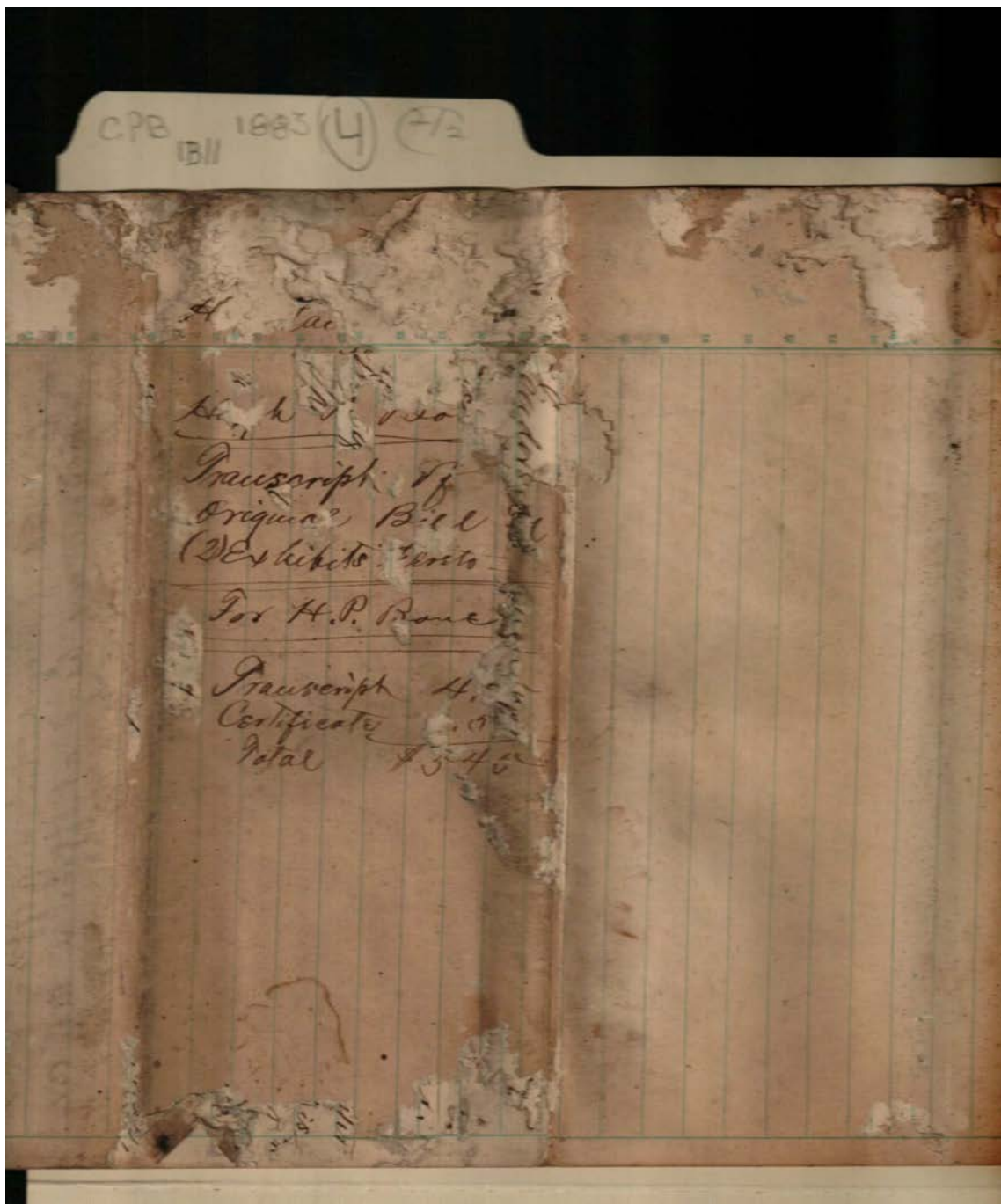
Council Bend, AR

Types:

correspondence

Dates:

1883



Names:

Bone, H. P.

Types:

chancery court

Dates:

April 25, 1883

CPS 1883 (4) 2/2
111

1 In Chancery—First District Eastern Division
of the State of Alabama, sitting at Huntsville
in said State.

Houston B. Lansden; and Thomas F.
Lansden, Baylor S. Lansden, and Robert D.
Lansden infants by their next friend
Abner D. Lansden.

Complainants.

To
Hugh P. Bone, Defendants
To the Honorable Neil S.
Graham, Chancellor of said First District
Eastern Chancery Division of the State of
Alabama.

Your orator Houston B. Lansden,
Thomas F. Lansden, Baylor S. Lansden,
and Robert D. Lansden who are infants under
the age of twenty one years and who sued by
their next friend Abner D. Lansden, bring
this their bill of Complaint against Hugh
P. Bone: all of said parties being of the County
of Madison State of Alabama: and therefore
your orator Complaining say;

Par. 1.

On the 13th day of December 1853, Abner D.
Lansden intermarried with one Martha
McSorrey; and Complainants are the children
of said marriage, and the heirs at law of
said Martha W.

Par. 2—

The said Martha W. the mother of Complain-
ants, was seized and possessed in her own
right and as her separate Statutory estate

Names:

Bone, Hugh P.
Forsey, Martha W.

Lansden, Abner D.
Lansden, Baylor S.

Lansden, Houston B.
Lansden, Robert D.

Lansden, Thomas F.

Places:

Huntsville, AL

Types:

chancery court

Dates:

April 25, 1883

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1811

2 under the laws of Alabama, by deed from Middleton Fanning and wife executed on the 17th day of October 1857, of the following described real estate, lying and being in the County of Madison, State of Alabama, and described as follows, to wit: the South half of the North west quarter of Section (22) twenty two; the South east quarter of the North west quarter of Section (21) twenty one; the North half of the North west quarter of Section (22) twenty two; the North half of the East half of the North east quarter of Section (21) twenty one; the North west quarter of the North East quarter of Section (21) twenty one; the South west quarter of the North East quarter of Section twenty one (21); the South half of the South east quarter of Section (16) sixteen; and the South East quarter of the North west quarter of Section (21) twenty one; all of which lie in Township Two (2), Range Two (2), East of the ^{2^d} Meridian, and containing in all Four hundred and Forty (440) acres more or less.

Said deed of conveyance is duly recorded in the Probate Court of Madison County Alabama, in Book Book C.C. page 338; and a copy thereof is herewith filed, marked exhibit "C.C.", and prayed to be taken as part of this will.

Par. 3.

On the 1st day of November 1870, the said Abner D. and his said wife Martha W. made and executed their deed of conveyance to the defendant Hugh P. Bone, whereby they con=

Names:

Bone, Hugh P.

Fanning, Middleton

Lansden, Abner D.

Lansden, Martha W.

Places:

Huntsville, AL

Types:

chancery court

Dates:

April 25, 1883

C.P.R. 1883 (4) 7/2
1811

3 conveyed to him the following described portions or parcels of the land which had been conveyed, as aforesaid, to Complainant's said mother by Plaintiff and wife; to wit the following portions or parcels thereof, viz: the South half of the South East quarter of Section (16) Sixteen, containing Eighty (80) acres; the North half of the North East quarter of Section (21) twenty one containing (80) eighty acres; the South East quarter of the North West quarter of Section (21) twenty one containing (40) forty acres; the North half of the North West quarter of Section (22) twenty two, containing Eighty (80) acres; the South East quarter of the North West quarter of Section (22) twenty two, containing forty (40) acres; and the East half of the South West quarter of the North West quarter of Section (22) twenty two, containing twenty (20) acres; all lying in Township (3) Range 2, East. By the said deed, there was also conveyed to the defendant twenty (20) acres in the South West quarter of Section Eighteen (18) Township 2, Range 2, East, the same having been conveyed to Complainant's said mother on the 4th day of March 1870 by Joseph Bragg and wife and the same constituting, equally with all the other lands so conveyed to defendant, the separate Statutory estate, under the laws of Alabama, of Complainant's said mother. Said deed to the defendant is duly recorded in the Probate Court of said County of Madison, in Deed Book PP page 527, and a copy thereof is herewith filed marked

Names:

Bragg, Joseph

Fanning,

Places:

Huntsville, AL

Types:

chancery court

Dates:

April 25, 1883

CPB 1883 (4) 2/2
1311

4. exhibit "BB," and prayed to be taken as a part of this bill.

Par. 4.

The recited consideration in said deed to the defendant is the sum of Fifty four hundred Dollars (\$5400.00). But your orator avers that the real and only consideration for said deed was a debt then due and owing from their father the said Abner D. Lansden to the said defendant, and amounting to about Twelve hundred Dollars. Said indebtedness was an individual indebtedness from the said Abner D. to the defendant, and was created in the following way:

During the minority of the defendant, his father and guardian, W. H. Bond, loaned to said Abner D. the sum of Twelve hundred Dollars, the same constituting part of the assets of the estate of his said son and ward, the defendant to this bill; and to secure the re-payment of said loan, the said Abner D. and his said wife Martha W. executed their promissory note, after the conclusion of the late war and after the defendant had attained his majority, the said Abner D. being in embarrassed pecuniary circumstances, and being desirous as far as possible of securing the re-payment to the said defendant of the said sum of money, made and executed together with his said wife the aforesaid deed to said defendant.

And your orator avers that said deed, although absolute on its face, was not in fact

Names:

Bone, M. H.

Lansden, Abner D.

Lansden, Martha W.

Places:

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Types:

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5. an absolute deed, but was intended simply as a mortgage or security; and that it was distinctly understood and agreed at the time, that the defendant, when he took possession of said lands, should hold them for such a reasonable length of time (and no longer) as by a judicious management thereof he should be able to re-imburse himself the amount of said debt, so due him from said Abs. D., without interest thereon.

Par. 5.

In January 1877, Complainant's said mother departed this life, intestate and owing no debts, and no administration was had upon her estate; and Complainant are her only heirs at law. Shortly thereafter, the defendant went into possession of the said lands under and by virtue of said conditional contract and covenant between him and Complainant's said father and mother. The said defendant has been in the possession and has been receiving exclusively the rents income and profits of said lands from the said year 1877, to the early part of the present year 1883, when he abandoned them. Complainants thereupon resumed possession and occupation of said lands, and are now in the occupancy and possession thereof as the heirs at law of their said mother.

Par. 6.

The said defendant though often requested thereto by your orators has wholly failed and neglected and has absolutely refused to cancel and

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surrender said deed, so made to him by said Abner D. and his said wife on the 15th day of November 1870; and has absolutely refused and declined to convey said lands to your orator.

— Par. 7 —

Complainants aver and charge that the lands so conveyed to the said defendant were the statutory separate estate of their said mother under the laws of the State of Alabama; that said lands were conveyed to secure the payment of the debt of the said Abner D., the husband of their said mother; and they aver and charge that said deed to the defendant is invalid and inoperative to vest any title to said lands in the said defendant; and the same should be surrendered up and cancelled.

— Par. 8 —

Complainants further aver and charge that said deed to said lands executed as aforesaid to the defendant creates and constitutes a cloud upon complainants' title thereto, which can only be removed by the intervention of this Honorable Court.

— Par. 9 —

All the parties are resident citizens of Madison County, Alabama in said First Chancery District; and said minors reside with their father, said Abner D., by whom, as their next friend they sue.

To the end therefore that the defendant may, if he can, show why your orator should not have the relief hereby prayed, and may to the best and utmost of his knowledge

Names:

Lansden, Abner D.

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7 information and belief full true direct and perfect answers made without oath to each of the allegations of this bill as by the note hereunder written he is required to answer.

Your orators pray that the writ of summons may be issued against said defendant Hugh P. Bone commanding him to demur, plead to or answer this bill, and abide and perform the orders and decrees of the Court in the premises. Your orators pray that a decree be rendered declaring that said deed of conveyance to the defendant of date Nov. 1st 1870 has surrendered and conveyed; and that the cloud cast upon the title of complainants by said deed be removed.

That the defendant be enjoined from interfering with or molesting complainants by suit or otherwise in their free use and enjoyment of said lands.

That a Receiver be appointed to take charge and possession of said lands and to manage and control the same under the orders of this Court pending this litigation.

That a reference to the Register be directed, and ordered, to take and state an account to ascertain what is due to your orators from the defendant on account of the rents income and profits derived by him from said lands during his said occupancy and possession thereof; and that for any such balance so ascertained to be due from said defendant a personal mandatory decree

Names:

Bone, Hugh P.

Places:

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be rendered against the said defendant
and in favor of Complainants.
And your orators pray for such other, gen-
eral, further and different relief as under
the facts and equity of the case they
are entitled to.
Humes, Gordon & Sheffey
Sols. for Complainants

Note:
The defendant is required to answer each
of the foregoing paragraphs of this bill from
Oath to nine both inclusive, without oath.
Humes Gordon & Sheffey
Sols. for Complainants

The State of Alabama }
Madison County } Before me William P.
Newman, Register of said Chancery Court
this day personally appeared Abner D. Lans-
den one of the complainants in the above
entitled cause who upon oath says that each
and every one of the allegations of the fore-
going bill of Complaint are true to the best
of his knowledge, information and belief.
Given to & subscribed before } A. D. Lansden
me this 25th day of April, 1883 }
W. P. Newman }
Register }

Endorsed: Filed April 25th 1883
W. P. Newman
Regd.

Names:

Humes, Gordon &
Sheffey

Lansden, Abner D.

Places:

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chancery court

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9
Exhibit
AA

Middleton Fanning and wife } His indenture made
to & deed of conveyance } his executives
Martha W. Lansden } the year of our
Lord one thousand Eight hundred and
fifty nine between Middleton Fanning of
the County of Madison and State of Ala-
bama of the one part and Martha W.
Lansden (wife of Abner D. Lansden) of the
aforesaid County and state of the other part
witnesseth - That the said Middleton Fanning
for and in consideration of the sum of eight
thousand dollars to him in hand paid
the receipt whereof is hereby acknowledged
has this day given, granted, bargained, sold,
aliened, conveyed, released, conveyed and
confirmed and by these presents doth
give grant bargain sell alien convey and
confirm unto the said
Martha W. Lansden (wife of Abner D. Lansden)
all that certain tract or parcel of land lying
and being in the County of Madison and State
of Alabama and known and described as
follows, viz: The South half of the North west
quarter of section twenty two, also the South
East quarter of the North West quarter of
section twenty one, also the North half of the
North west quarter of section twenty two, also
the North half of the East half of the North
East quarter of section twenty one also the
North west quarter of the North east quarter of
section twenty one, also the South west
quarter of the North east quarter of section

Names:

Fanning, Middleton

Lansden, Abner D.

Lansden, Martha W.

Places:

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10 Twenty one, also the south half of the south
back quarter of section sixteen, also the south
East quarter of the north west quarter of
section twenty one, all of which lie in
Township two Range two East of the Basis
Meridian containing in all four hundred
and forty acre more or less. Shown and
to hold the above described tracts or parcels
of land with the tenements and appurtenances
thereunto belonging or in anywise apper-
taining unto the said Martha W. Lansden,
wife of Abner D. Lansden her heirs and
assigns forever and the said Middleton Fan-
ning for himself his Executors and adminis-
trators do hereby and in consideration of the
premises warrant and will forever defend
the title to the above described and hereby
granted premises unto the said Martha
W. Lansden, wife of Abner D. Lansden, her
heirs and assigns from and against him-
self and all and every person or persons
claiming or holding under him the said
Middleton Fanning and also against the law-
ful title claim or demands of all and
every person or persons whomsoever claim-
ing or holding by, from or under the Govern-
ment of the United States.

In testimony whereof the said Middleton
Fanning hath hereunto subscribed his name
and affixed his seal the day and year above
written.

Middleton ^{his} Fanning (Seal)
Sarah Fanning (Seal)

Names:

Fanning, Middleton

Fanning, Sarah

Lansden, Abner D.

Lansden, Martha W.

Places:

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11

The State of Alabama, I, M. N. Taylor acting
Madison County Justice of the Peace in
the County aforesaid hereby certify that
Middleton Fanning and Sarah Fanning
whose names are signed to the foregoing
conveyance and who is known to me and
acknowledged before me on this day that be-
ing informed of the contents of the conveyance
them executed the same voluntarily on the
day the seal bears date. Given under my
hand this 18th day of October A.D. 1859.
M. N. Taylor Justice of Peace.

The foregoing deed of conveyance was deliv-
ed into the office of the Judge of Probate
of Madison County in the State of Alabama
for registration on the second day of November
in the year 1859 and was duly recorded on
the 10th day of the same month.
Wm. H. Scruggs, Judge P. C.

Enclosed: Filed April 26th 1883.
M. Newman
Register.

Exhibit "BB" to a Bill
Abner D. Lansden wife
to & deed
Hugh P. Bone
day of November in the year one thousand
Eight hundred and seventy between Abner
Salony Lansden and Martha W. Lansden

Names:

Bone, Hugh P.
Fanning, Middleton

Fanning, Sarah
Lansden, Abner D.

Lansden, Martha W.

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12 his wife of the County of Madison and State of Alabama of the one part and Hugh P. Bone of the same County and State of the other part; Witnesseth: That the said Abner D. Lansden and Martha W. his wife for and in consideration of the sum of (\$5,000⁰⁰) five thousand and no hundred Dollars lawful money to them in hand paid the receipt whereof is hereby acknowledged hath this day bargained sold aliened enfeoffed and conveyed and by these presents doth bargain sell alien enfeoff and convey unto the said Hugh P. Bone all that certain tract or parcel of land lying and being in the County and State of aforesaid known and described as follows, To wit: The South half of the South East quarter of Section Sixteen (80a) also the North half of the North East quarter of Section Twenty one, (80a) also the South East quarter of the North West quarter of Section Twenty one (40a) also the North half of the North West quarter of Section Twenty two (80a) Also the South East quarter of the North West quarter of Section Twenty two (40a) also the East half of the South West quarter of the North West quarter of Section Twenty two (20a) also Twenty acres in the South West quarter of Section fifteen it being the part or parcel of land allotted to Joseph Bragg and Martha, his wife as their interest in the estate of Samuel Golden deceased and conveyed by the said Joseph and Martha Bragg to Martha McLanahan by deed bearing date

all of which lies in Township Two, Range

Names:

Bone, Hugh P.
Bragg, Joseph

Bragg, Martha
Lansden, Abner D.

Lansden, Martha W.

Places:

Huntsville, AL

Types:

chancery court

Dates:


April 26, 1883

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13

Two East of the basis Meridian containing in all three hundred and sixty acres more or less To have and to hold the above described tract or parcel of land with the documents and appurtenances therunto belonging or in any wise appertaining unto the said Hugh P. Bone his heirs and assigns forever and the said Abner D. Lansden and Martha W. his wife for themselves their heirs executors & administrators doth warrant and will forever defend the title to the above described, and hereby granted promises unto the said Hugh P. Bone his heirs and assigns from and against themselves and all and every person or persons claiming or holding under them the said Abner D. Lansden & Martha W. his wife, and also against the lawful title claim or demand of all and every person or persons whatsoever claiming or holding by from or under the Government of the United States: In testimony whereof the said Abner D. Lansden and Martha W. his wife have hereunto set their hands and seals the day and year first above written.

A. D. Lansden
M. W. Lansden

Signed, sealed & delivered in the presence of
W. A. Teague (Stamped) 
A. Buford
State of Alabama Madison County
D. H. M. Teague acting Justice of the Peace in the

Names:

Bone, Hugh P.
Buford, A.

Lansden, Abner D.
Lansden, Martha W.

Teague, W. A.

Places:

Huntsville, AL

Types:

chancery court

Dates:

April 26, 1883

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14 County aforesaid hereby certify that Abner D. Lansden and Martha W. Lansden 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 executed the same voluntarily on the day the same bears date. Given under my hand this the 9th day of November one thousand eight hundred and seventy—
H. M. Peague
Justice of the Peace

The foregoing deed was delivered into the office of Probate Court of Madison County Alabama for Registration on the 10th day of November 1870 and was duly Recorded on the 15th day of November 1870.

Endorsed Filed April 26, 1883.
W. P. Newman
Register

State of Alabama ss, William P. Newman, Register (Madison County) in Chancery for the first District (Composed of the County of Madison) of the Eastern Chancery Division of the State of Alabama, hereby certify that the above and foregoing 14 pages contain a full, true, perfect and correct transcript of the Original Bill and Exhibits "A", & "B", therein in the cause now pending in said Court of Chancery numbered and said docket "1231" wherein Houston B. Lansden shall and

Names:

Lansden, Abner D.

Lansden, Houston B.

Lansden, Martha W.

Places:

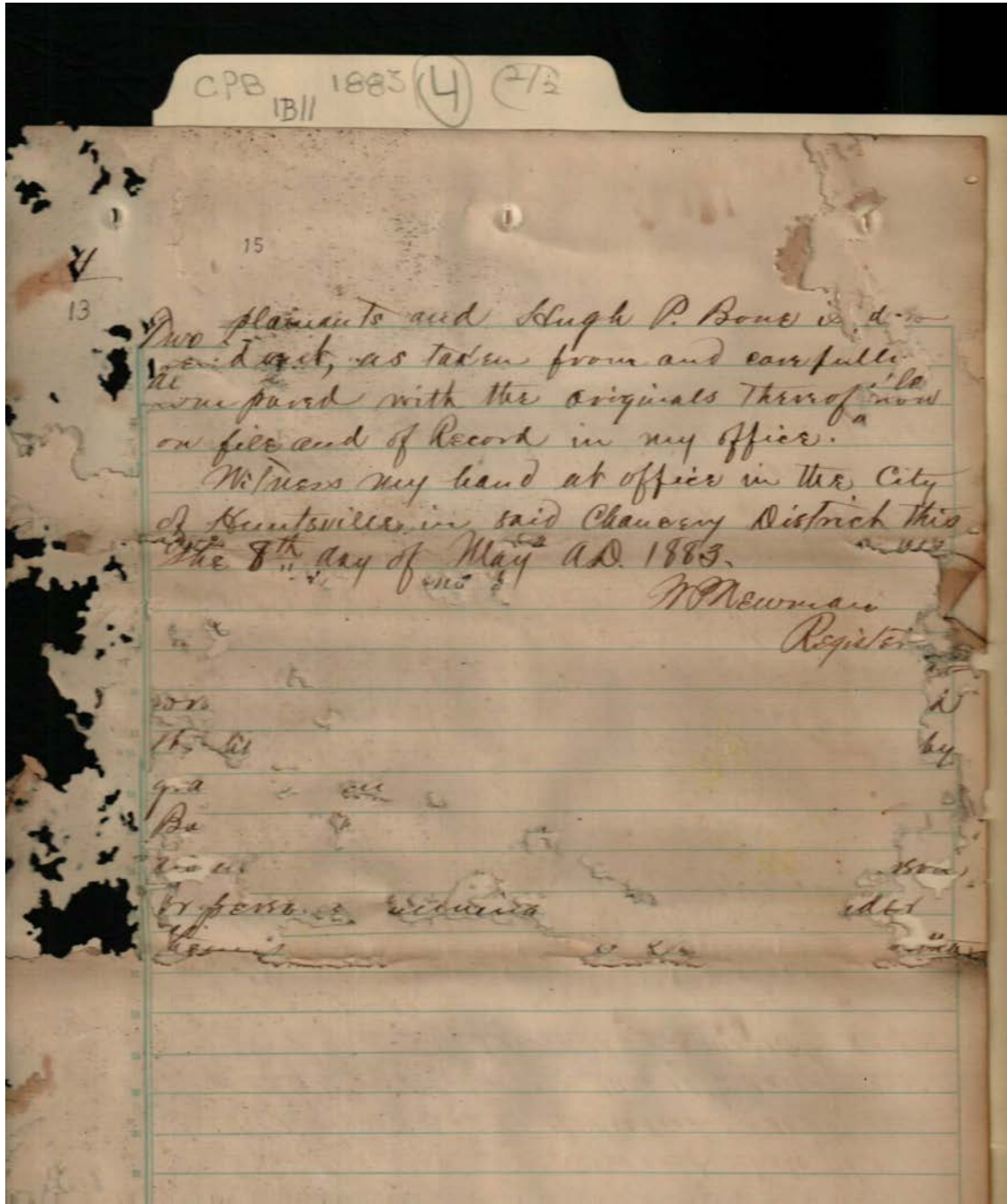
Huntsville, AL

Types:

chancery court

Dates:

May 8, 1883



Names:

Bone, Hugh P.

Places:

Huntsville, AL

Types:

chancery court

Dates:

May 8, 1883

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Memphis & Charleston Railroad Co.

Appointment of Proxy.

I hereby appoint Jas. White Proxy for me, and in my name to represent the Stock held by me, and by me as executor of Nancy Allison dec'd in the Memphis & Charleston Railroad Company, at the meeting of the Stockholders to be held in the city of Memphis on the 30th day of May 1877, whether regular or called, and to vote said Stock in my name at any and all elections for officers of said company until this power is revoked.

And the said Proxy is hereby fully authorized to vote, in my name as executor and individually on all questions which may be brought before said meetings or at said elections, and to do all I could do, were I personally present. Witness my hand this the 20th day of May 1877.

In presence of }
 Jas. J. E. Seate }
 Robert E. Murphy }
 John W. Grayson }

Names:

Allison, Nancy
Grayson, John W.

Memphis &
Charleston Railroad

Murphy, Robert E.
Seate, James E.

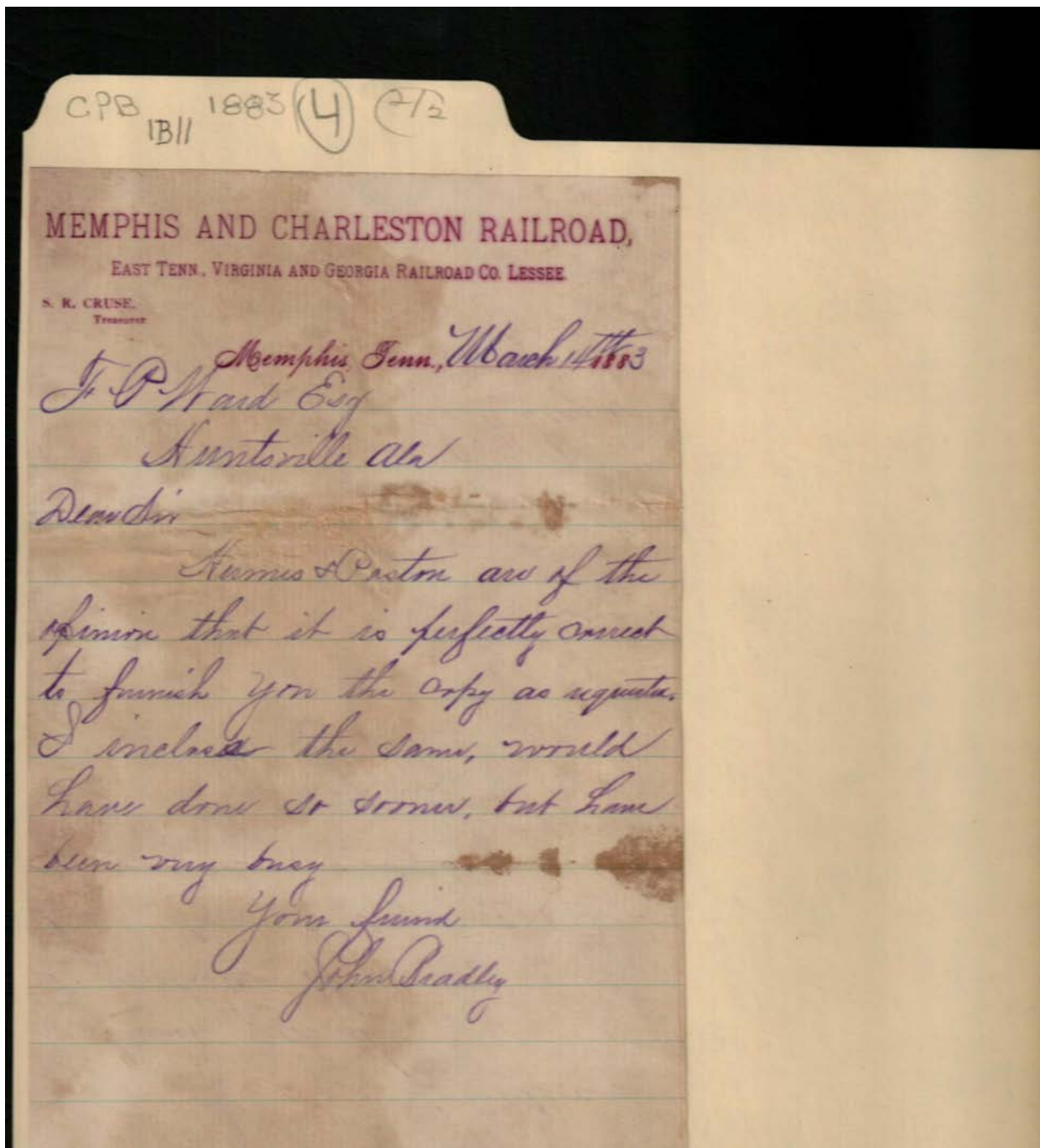
White, James B.

Types:

legal correspondence

Dates:

May 24, 1877



Names:

Bradley, John

Memphis &
Charleston Railroad

Ward, F. P.

Places:

Huntsville, AL

Memphis, TN

Types:

legal correspondence

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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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