

Names:

Grantland, Henry W.

Rice, Beulah

Ward,

Types:

memo

Dates:

May 11, 1882

CPB (7) 1882 1810 2/2

State of Alabama
Madison County) Know all men
by these presents that I Henry W
Grantland for and in consideration
of love and affection, do hereby give
grant bargain sell and convey to
my Children Beulah Rice, Harry
Grantland, Helen May, otherwise
called Mary, Grantland, and Lizzie
Grantland all my right title and
interest in and to a tract of land
in said county containing about
four hundred acres known as the Hugh
Smith plantation, and composed of the
South East quarter of the North East quar-
ter, the South East quarter, the East half
of the North West quarter, and the South
East quarter of the North West quarter
of section fifteen, and the East half
of the North East quarter of section
twenty two all in Township five of
range one West, and also all my
right title and interest in and to
a lot of land in the town of Lincoln
situated at the corner of Market
and Sixth streets with a framed structure
thereon known as Long's corner.
Do here and to hold the same to them

Names:

Grantland, Harry
Grantland, Henry W.

Grantland, Lizzie
Grantland, Mary

May, Arlian
Rice, Beulah

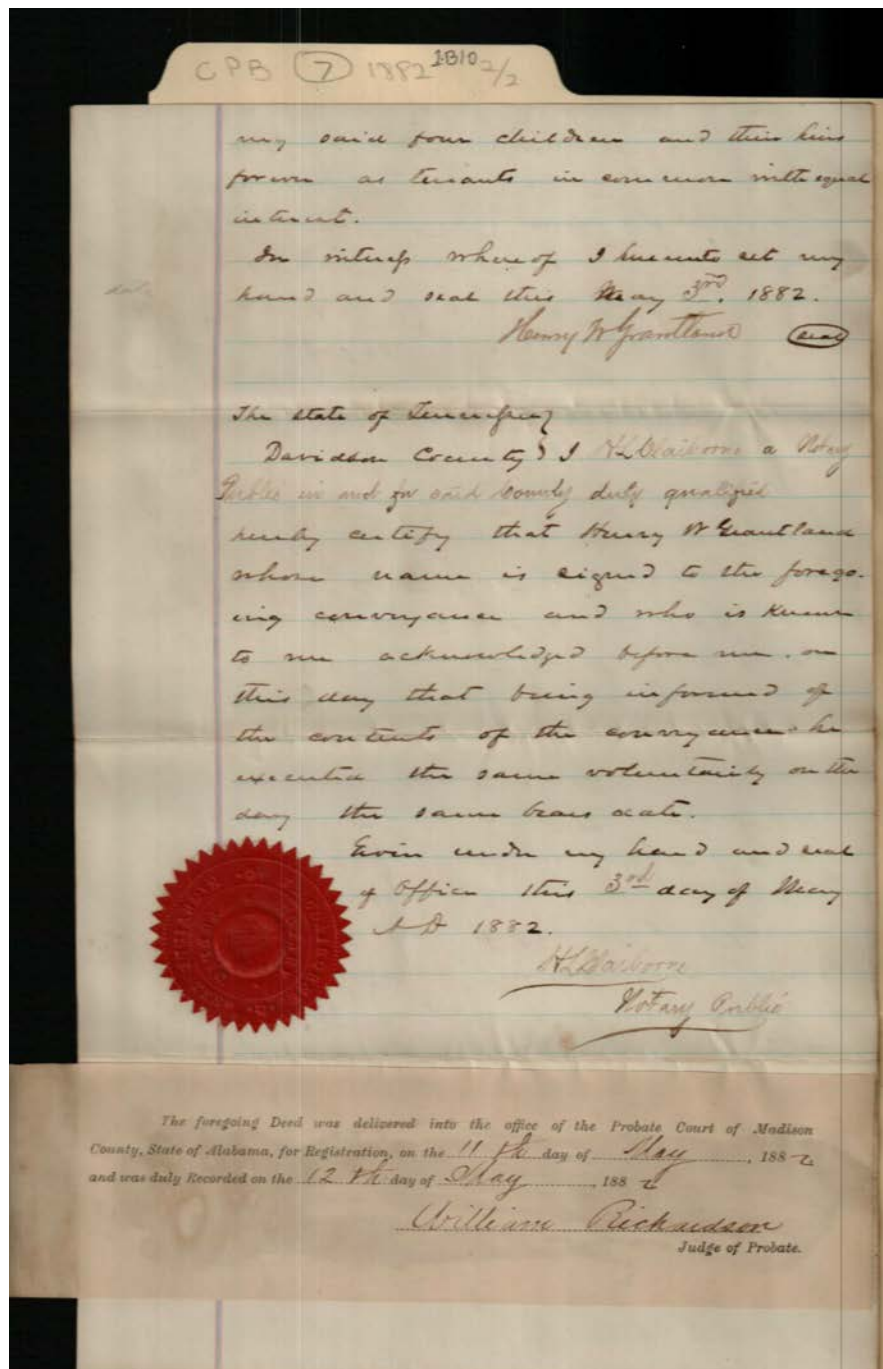
Smith, Hughes

Places:

Madison County, AL

Types:

deed



Names:

Claiborne, H. L.

Grantland, Henry W.

Richardson, William

Places:

Madison County, AL

Types:

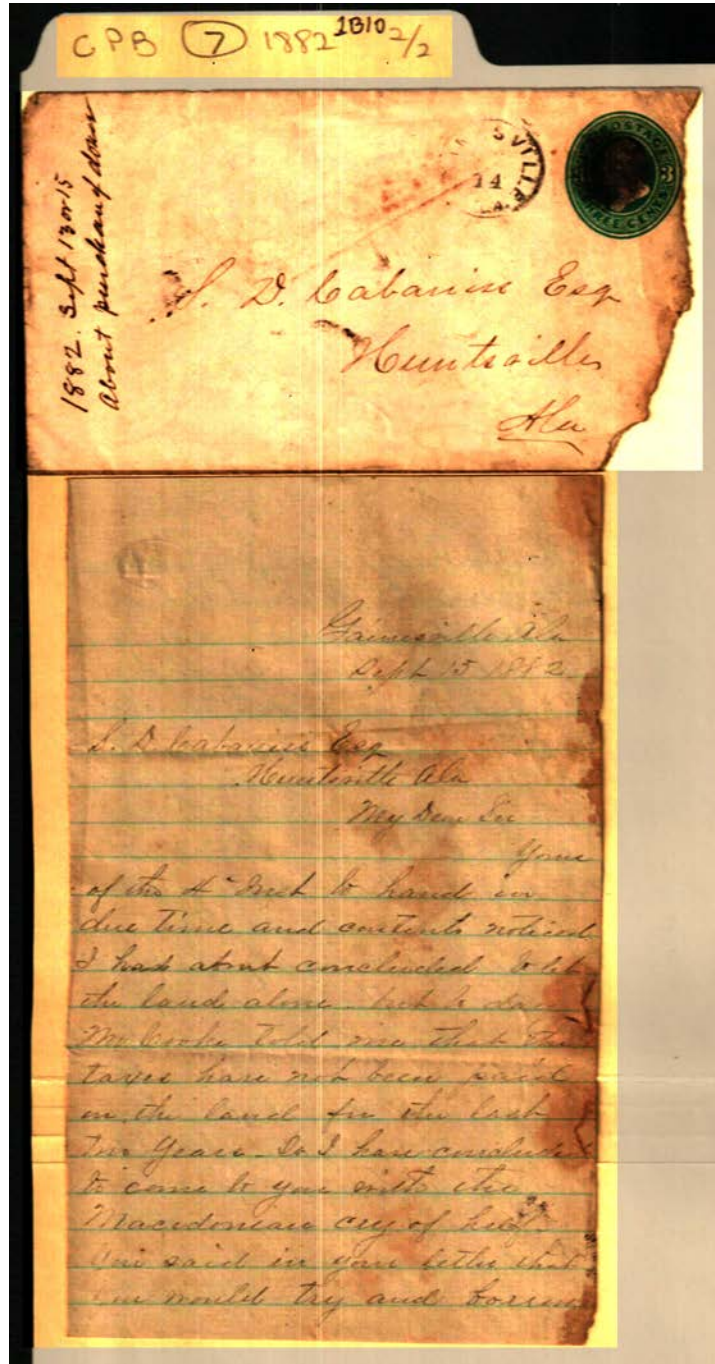
deed

Dates:

May 03, 1882

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 10, Folder 7
Legal and court documents, 1882 (2 of 2)

Image 4 r01b10-07-000-0106 [Contents](#) [Index](#) [About](#)



Names:

Cabaniss, S. D.

Cooke,

Places:

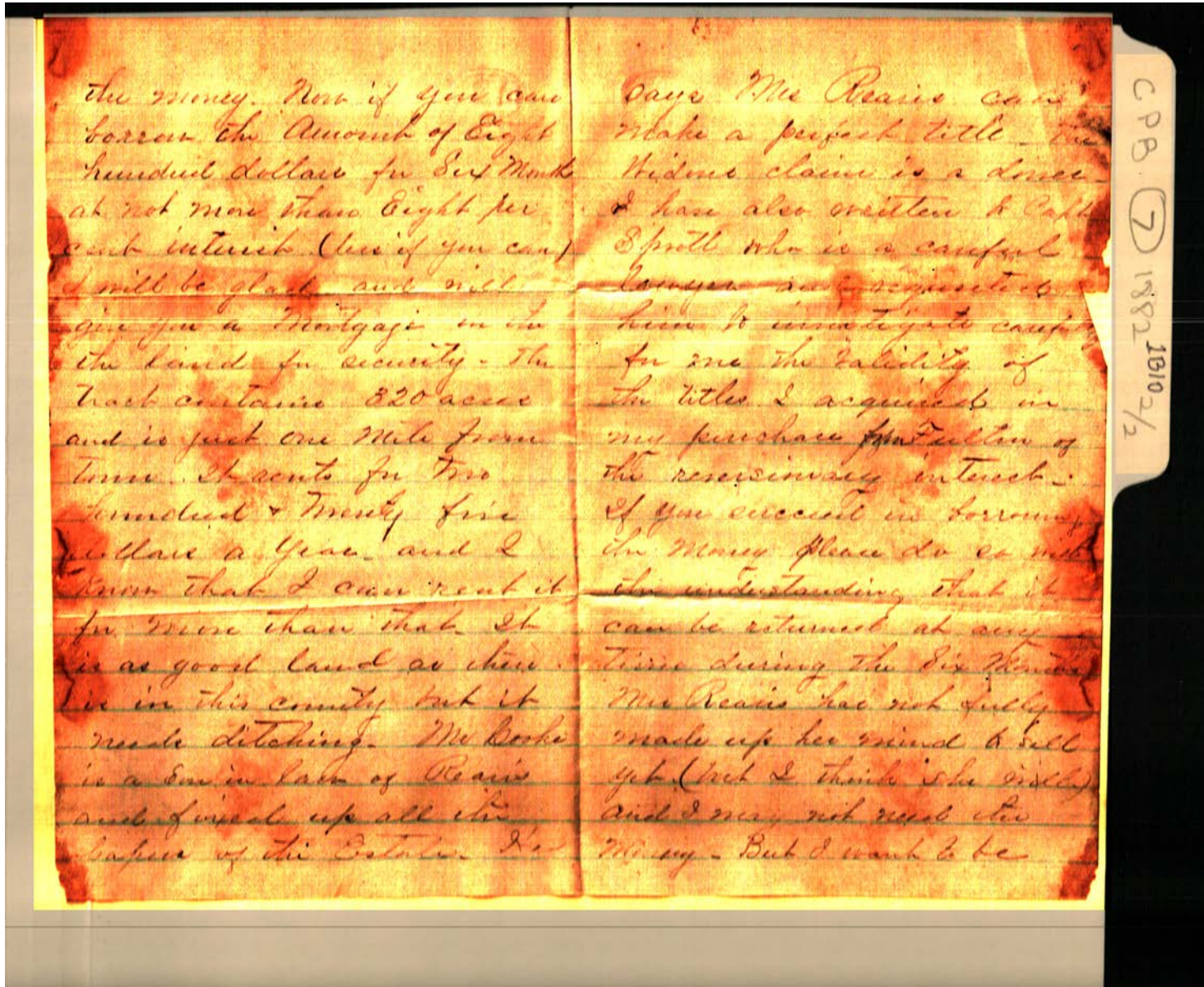
Gainesville, AL

Types:

correspondence

Dates:

Sep 15, 1882



Names:

,Reavis

Cooke,

Fulton,

Sprott, Capt.

Places:

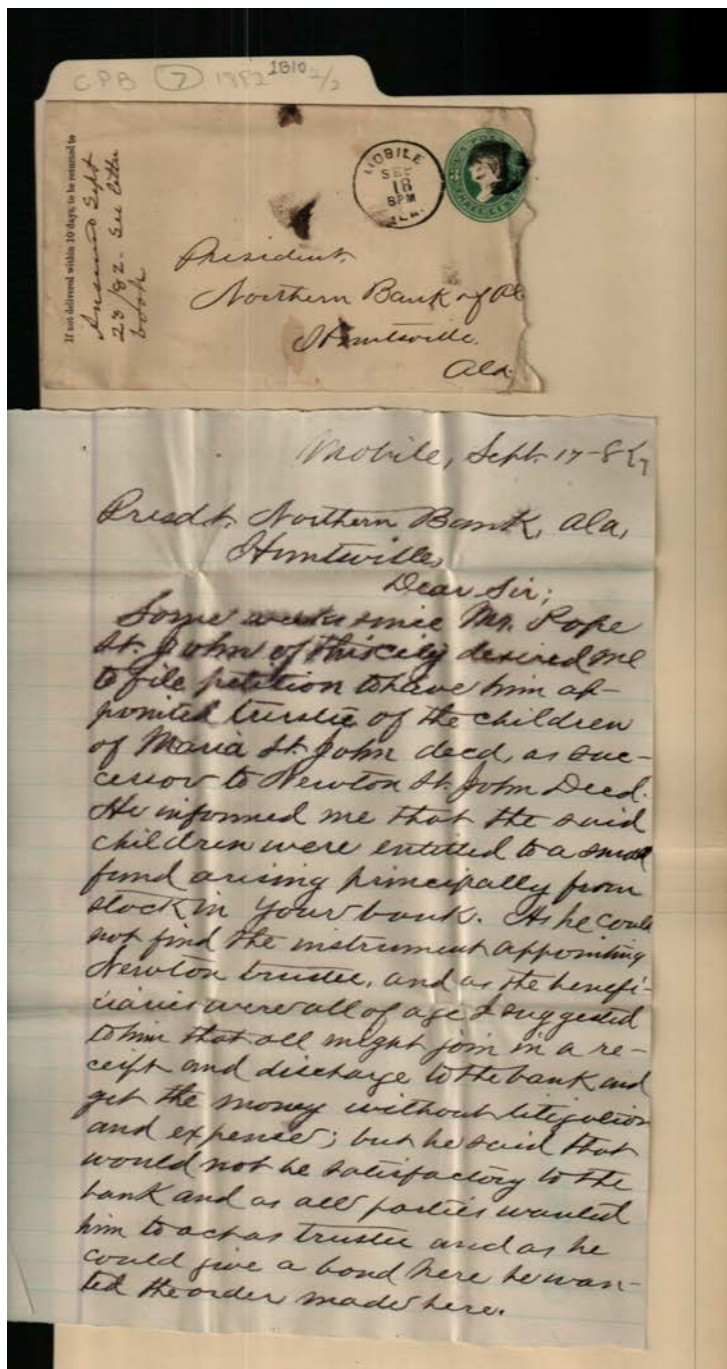
Gainesville, AL

Types:

correspondence

Dates:

Sep 15, 1882



Names:

St. John, Maria

St. John, Newton

St. John, Pope

Places:

Mobile, AL

Types:

correspondence

Dates:

Sep 17, 1885

CPB (7) 1882-1010-2/3

The petition to the register merely alleges Newton was express trustee and prays notice by publication might be given to all parties in interest giving their names and residencies. The publication was made, and a good bond given before the appointment.

While I think a payment to him of the fund would be safe I am not prepared to say that the order of the register can be maintained.

If Mr. St. John will procure a power of attorney from the other beneficiaries to receive and receipt for the fund will it be paid to him. If not proceedings will have to be instituted in your Chy. Ct. against the bank. Will you please answer me at an early day and if not willing to pay to him if he procures the power, please give me all the information you can as to the fund, and how, if you know, Newton, was made trustee.

Yours truly,
H. Austill

Names:

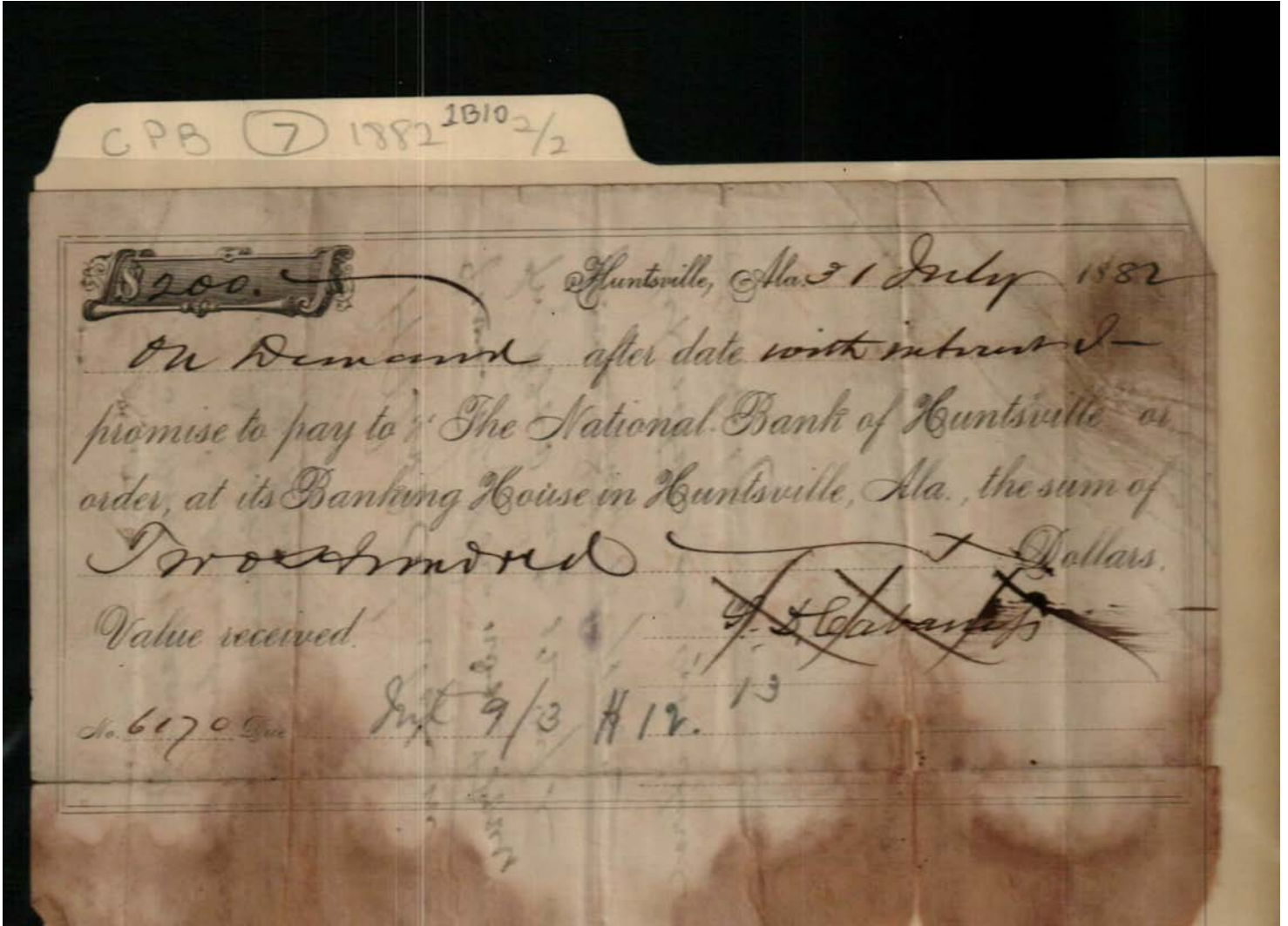
,Newton

Austill, H.

St. John,

Types:

correspondence



Names:

Cabaniss, S. D.

Places:

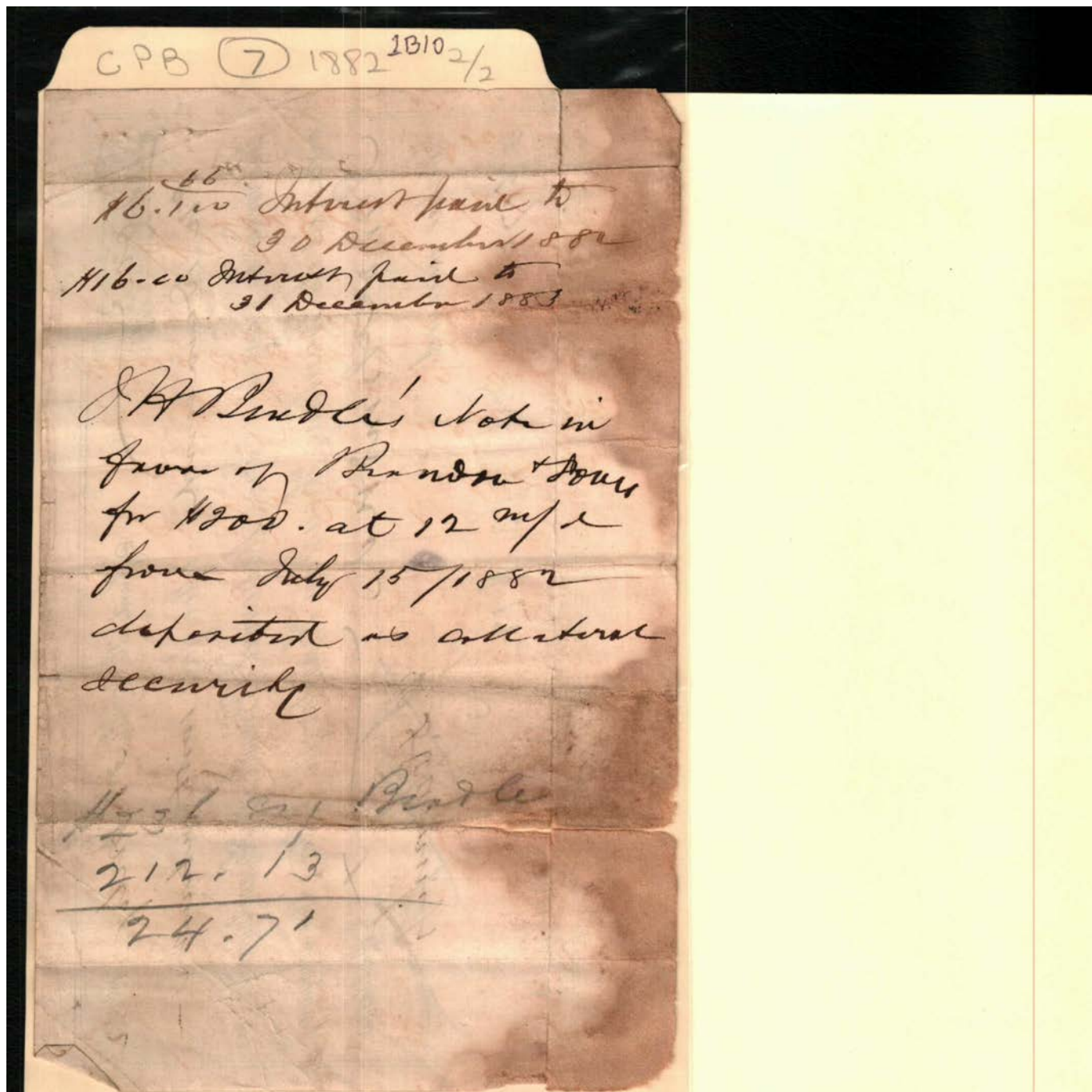
Huntsville, AL

Types:

iou

Dates:

Jul 31, 1882



Names:

Bindle, J. H.

Brandon,

Jones,

Types:

memo

Dates:

Jul 15, 1882



Names:

Alexander, D.

Austill, H.

Cabaniss, S. D.

St. John, Carroll

Places:

New York, NY

Types:

envelope

Dates:

Jan 19, 1882

Transcript

At Rules, Receivers Office, Mobile Alabama
 July 24th A. D. 1882. This being a regular
 Rule day of the Court of Chancery for the Second
 District of the Southern Chancery Division of Alabama,
 the following order was made by the Receiver of
 said Court to-wit:

A. Pope St John }
 - 4 -
Carroll St John }

The cause coming before the
 Receiver upon the petition of Complainant and it being
 shown that due notice by publication as required by
 law has been made, and it appearing that Newton
 St John, Trustee of the children of Maria Jane St
 John, is dead, and that there is a remainder of the
 trust estate to be collected and distributed among said
 children. It is ordered, adjudged and decreed that the
 Complainant A. Pope St John be & he is hereby
 appointed Trustee of the said children of Maria Jane
 St John under the terms of the trust held by the late
 Trustee Newton St John, deceased, but before entering upon
 the trust he is required to enter into bond in the penal
 sum of Five hundred Dollars payable to me as
 Receiver in Chancery & to my successor in office, con-
 ditioned for the faithful performance of his duties as
 such Trustee. Upon execution of such bond and its
 approval by the Receiver, an order will be issued
 authorizing the said A. Pope St John to enter upon
 his duties as Trustee. The cause is adjourned until
~~July 26th~~ at 12 m. to await the coming in of said

Names:

St. John, A. Pope

St. John, Carroll

St. John, Maria Jane

St. John, Newton

Places:

Southern Division AL

Types:

law suit

Dates:

Jul 24, 1882

CPB 7 1882 ¹⁸¹⁰ - 1/3

Joseph Hodgson
Register

And on the 26th day of July A. D. 1882. the same being the day to which the said matter was adjourned the following order was made by the Register of said Court in said cause to-wit:

A. Pope St. John }
- vs - }
Carroll St. John et al. }

The Complainant A. Pope St. John, who was appointed Trustee of the children of Maria Jane St. John in place of Newton St. John deceased by order heretofore made by the Register of said Court of date July 24th A. D. 1882, now produces the bond required of him by said order, and said bond being approved and filed this day, the said Trustee, A. Pope St. John, is authorized to enter upon his duties as such Trustee.

Witness my hand this 26th day of July A. D. 1882.

Joseph Hodgson
Register

Certificate

The State of Alabama } Second District Southern
County of Mobile } Clarence Durson
Joseph Hodgson, Register
of the Court of Clarence for the Second District of the
Southern Alabama District of the State of Alabama

Names:

Hodgson, Joseph
St. John, A. Pope

St. John, Carroll
St. John, Maria Jane

St. John, Newton

Places:

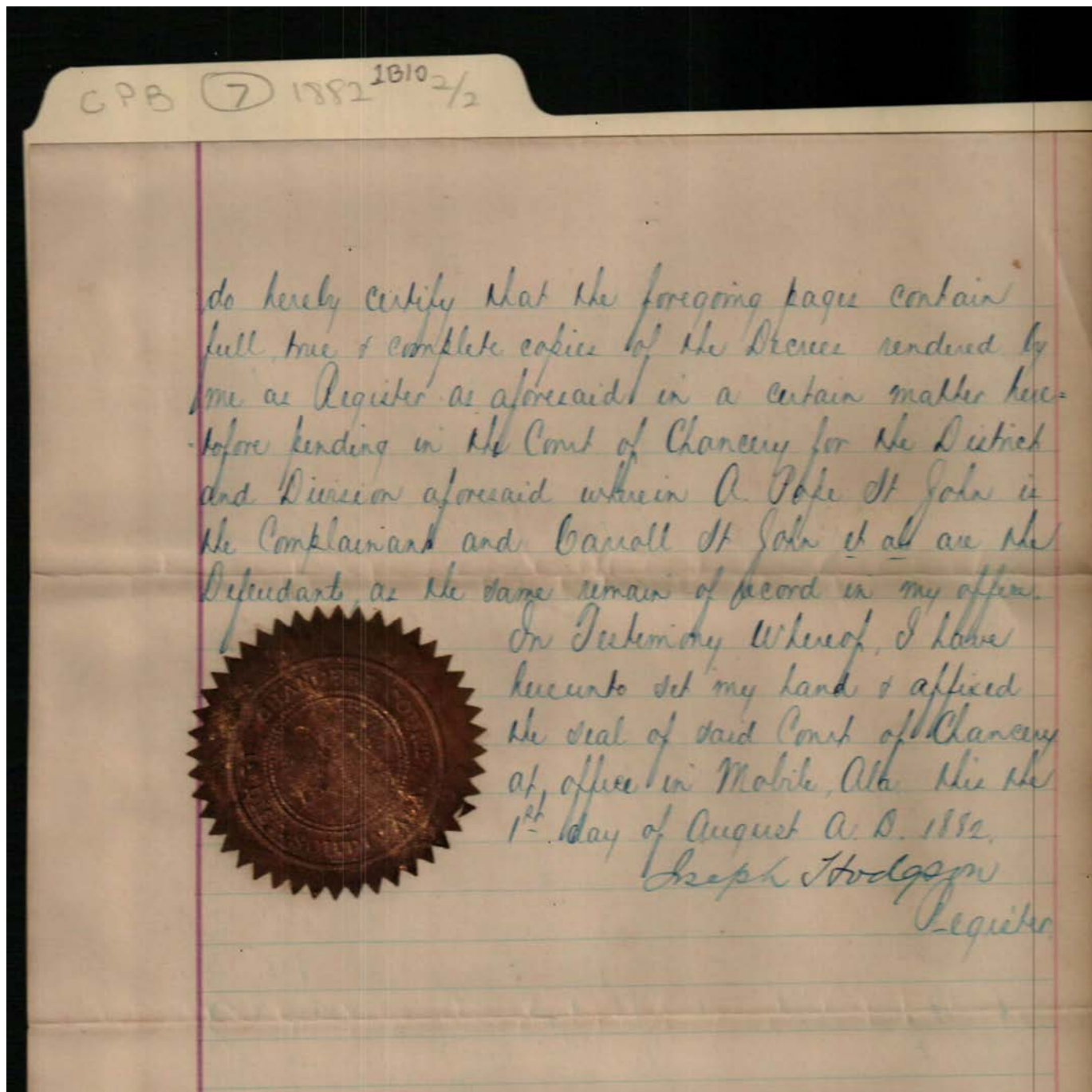
Mobile County, AL

Types:

law suit

Dates:

Jul 26, 1882



Names:

Hodgson, Joseph

St. John, A. Pope

St. John, Carroll

Places:

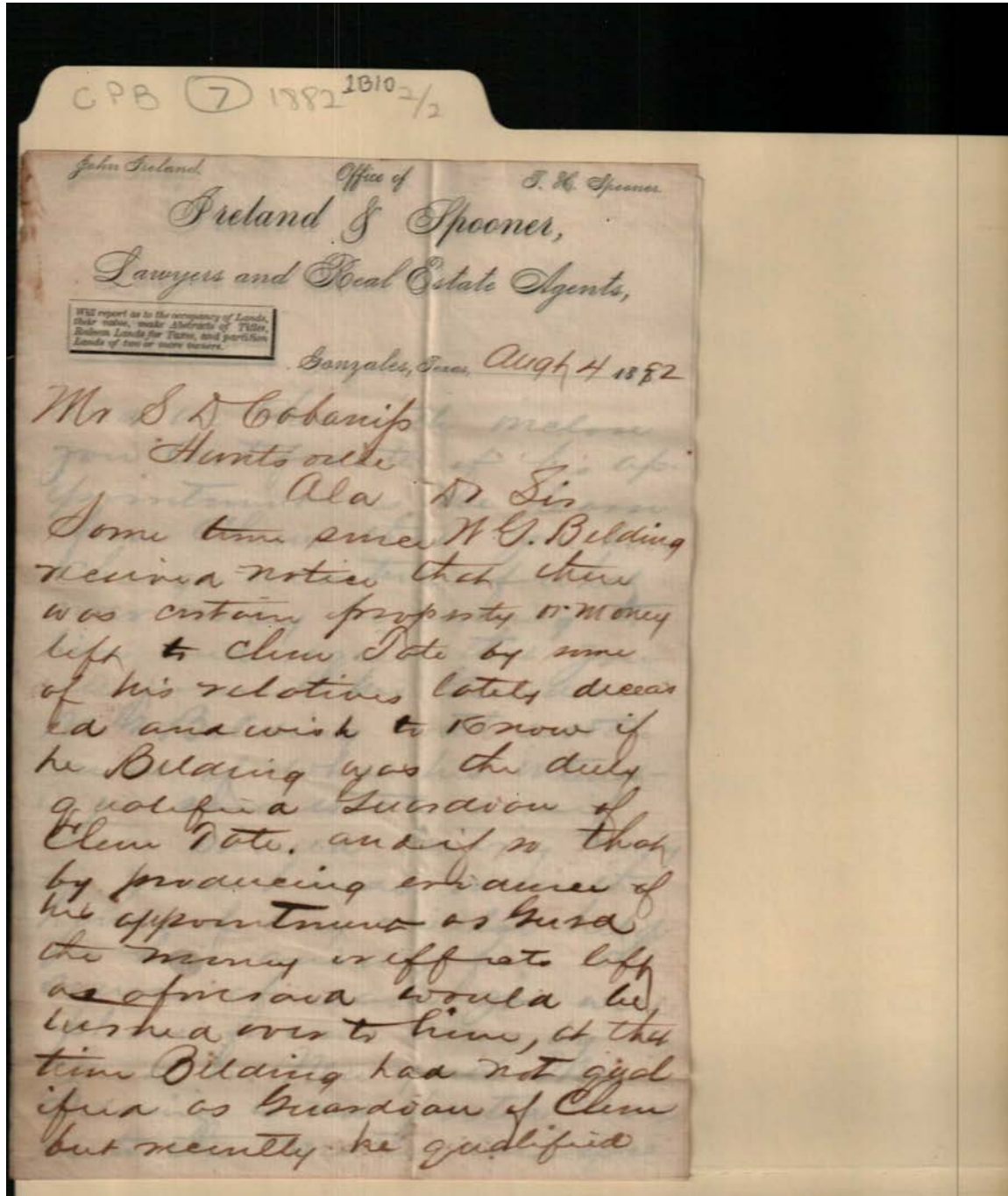
Mobile County, AL

Types:

law suit

Dates:

Aug 01, 1882



Names:

Belding, W. G.

Cabaniss, S. D.

Ireland,

Spooner,

Tate, Clem

Places:

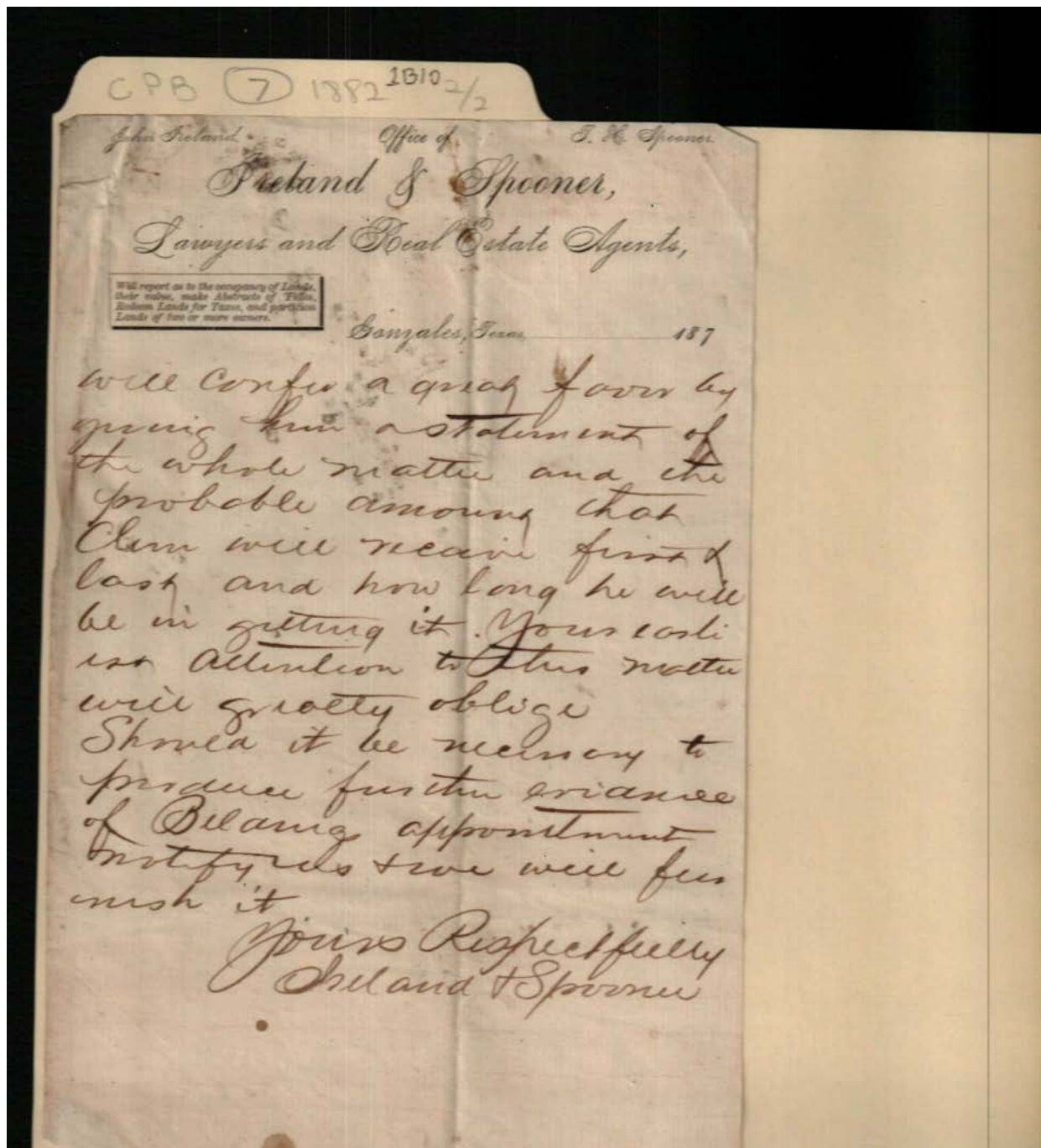
Gonzales, TX

Types:

correspondence

Dates:

Aug 04, 1882



Names:

, Clem

Belding,

Ireland,

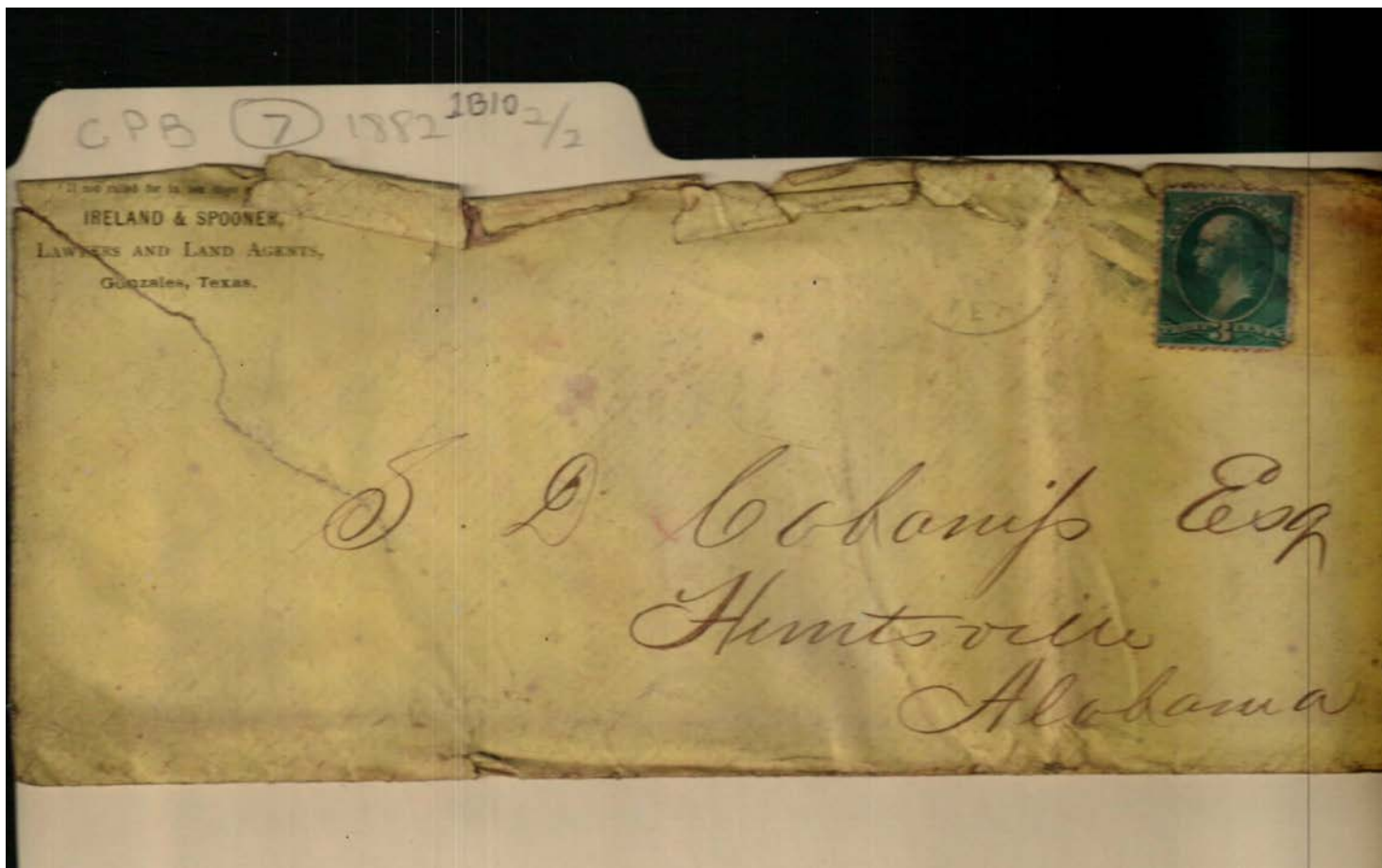
Spooner,

Places:

Gonzales, TX

Types:

correspondence



Names:

Cabaniss, S. D.

Ireland,

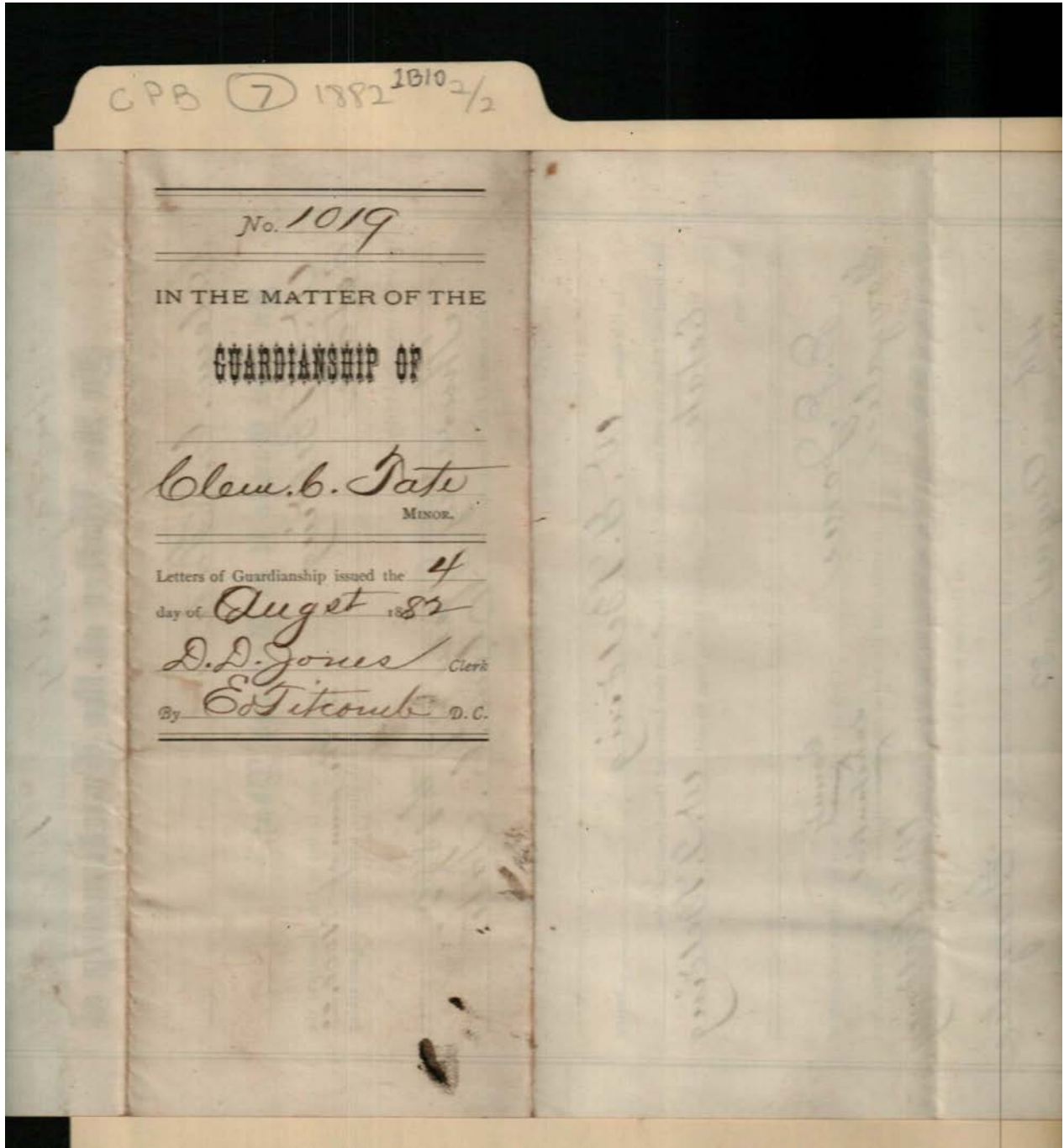
Spooner,

Places:

Gonzales, TX

Types:

envelope



Names:

Jones, D. D.

Tate, Clem C.

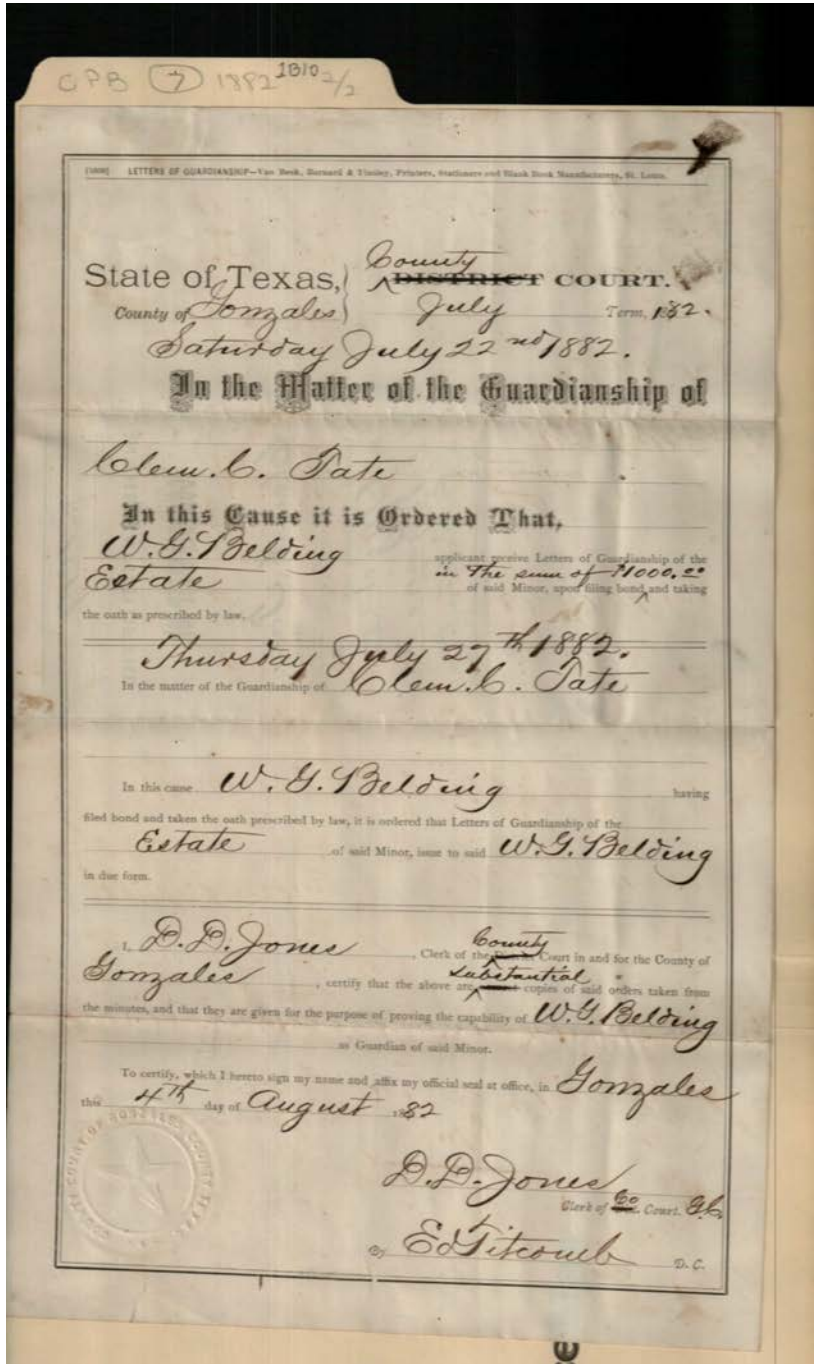
Titcomb, Ed

Types:

legal note

Dates:

Aug 04, 1882



Names:

Belding, W. G.

Jones, D. D.

Tate, Clem C.

Titcomb, Ed

Places:

Gonzales, TX

Types:

legal note

Dates:

Jul 22, 1882

C.P.B. (7) 1882 10/10 2/2

In the Chancery Court of 1st District Eastern
Chancery Division of the State of Alabama
N. B. Lansden et al Complainants
vs
Hugh P. Bone Defendant

The defendant makes the following objec-
tions to cross Interrogatories propounded
by Complainants to Joseph J. Combs
1st ~~In~~ ~~the~~ ~~1st~~ clause of Exh 1
1st Because it calls for a conclusion of law
instead of fact one does not sufficiently
indicate whether the witness is called upon
to testify in regard to the place having
been vacated by abandonment by "in and
during the latter part of Dec 1882" by
the Tenant who rented it for that year
or the possession & control of it remained
during that time by the defendant

2nd In cross Exh 2 because it assumes
that said N. B. Lansden went into pos-
session of said place ~~about~~

3rd In Exh 3. Expresses
in the words follows to wit, "and that he
assumed dominion and control of said
place about that time."

Names:

Bone, Hugh P.

Combs, Joseph J.

Lansden, N. B.

Places:

Eastern District
Alabama

Types:

deposition

CPB (7) 1972 ¹⁸¹⁰/₂

Because it ~~does~~ the language objected to does not sufficiently indicate whether the witness is required to depose as to whether said Lansden obtained actual dominion possession and control of the place or merely claims ~~that~~ that he has it.

4th To the second clause of Cross Interrogatory No 5, because it is leading.

5th To X Sub 6, because ^{to elicit} because it seeks a repetition of ~~such~~ any affirmative testimony that would be responsive to that part of Interrogatory 5 objected to as leading.

And without waiving said objections the defendant proposes the following rebutting interrogatories to said witness.

Rebutting Sub 1. Did you know said place names in years 1975, 1976, & 1977?

2. If in answer to X Cross 3 you have ^{said} spoken of ~~deposed~~ that the forces on said place were in a defendant condition, please state the nature and extent of said such defendant.

3. ~~State according to your best judgment~~

Names:

Lansden,

Types:

deposition

C.P.B. (7) 1882 1810 1/2

~~The last many days the fence was~~
State ~~the~~ according to your last judg-
ment was how many days labor by two
efficient ~~and~~ ~~in~~ ~~the~~ ~~same~~ ~~office~~
laborer it would have taken two in
and shown and efficient laborer to have
repaired the fence sufficiently to protect
the crops grown on the place in 1882 from
destruction by stock & the value

4. If the fence was repaired in ~~the~~ ~~spring~~
~~or summer~~ of the year 1882. State, the
contractor if you know, who repaired
them, and if what payment or
credit was made or allowed therefor
and by & to whom such payment
or credit was made or allowed

5. State whether or not James E. Lanforce
made or caused to be made on said
premises any of your State ~~what~~ ~~of~~ ~~any~~
~~sort~~ ~~whether~~ ~~or~~ ~~not~~ he.

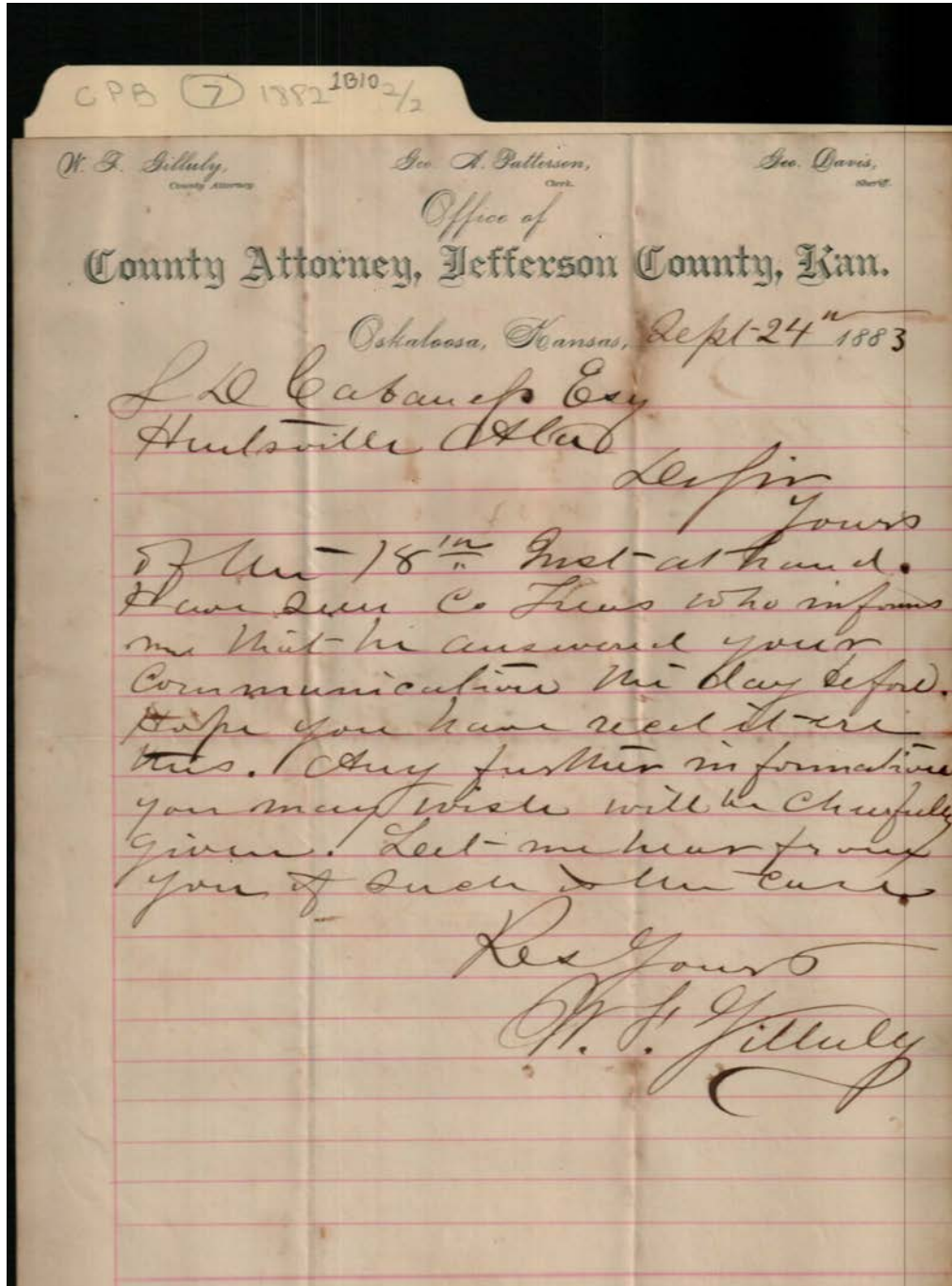
6. ~~He~~. If ~~the~~ ~~same~~ ~~price~~ ~~of~~ ~~one~~ ~~day~~ ~~be~~ ~~made~~

Names:

Lanforce, James E.

Types:

deposition



Names:

Cabaniss, S. D.

Gilluly, W. F.

Titus, Col.

Places:

Jefferson County, KS

Types:

correspondence

Dates:

Sep 24, 1883

CPB ⑦ 1882 10/10 2/2

WALKER & SHELBY.
LEROY POPE WALKER.
DAVID D. SHELBY.

Copy.

LAW OFFICE,
HUNTSVILLE, ALA., July 8, 1882.

Equitable Life Assurance
Society of the United States,
New York,

Will you please inform me whether
I am entitled to any dividends on my
life policy no. 29469, which can go as a
credit on the quarterly premium due
August 11, '82.

My health is not good, and
these quarterly premiums are onerous to
carry, and I should like to make some
arrangement with you by which to
pass around them, if that be possible.

Respectfully,
L. P. Walker.

Copy - R.E.S.

Names:

Shelby, David D.

Walker, L. P.

Places:

Huntsville, AL

Types:

insurance

Dates:

Jul 08, 1882

GPB (7) 1882 1810 2/2

WALKER & SHELBY.
LEROY POPE WALKER,
DAVID D. SHELBY.

(copy)
LAW OFFICE,
HUNTSVILLE, ALA., July 15, 1882.

Mr. Henry P. Goddard
State Agent of
The Mutual Benefit Life Insurance
Co. of Newark N. J.,
No. 1 St. Paul St., Baltimore, Md.

To pay interest on Premium loan
of \$583.⁴⁹ on policy no. 46630, due July 23, '82,
find enclosed check no. 66632 of W. R. Rison
Res. of this date, on Bank of America, New York
in my favor for \$35.⁹⁷ and by me endorsed.
"Pay The Mutual Benefit Life Insurance
Company of Newark, New Jersey, being the int-
erest on the Premium loan of \$583.⁴⁹ on
policy no. 46630, due July 23, '82."

Please acknowledge receipt:
Respectfully,
L. P. Walker.

Names:

Goddard, Henry P.

Rison, W. R.

Shelby, David D.

Walker, L. P.

Places:

Huntsville, AL

Types:

insurance

Dates:

Jul 15, 1882

CPB ⑦ 1392 1810 2/2

WALKER & SHELBY.
 LEROY POPE WALKER.
 DAVID D. SHELBY.

Copy Charles S. Fawcett

LAW OFFICE,
 HUNTSVILLE, ALA. May 10 1882

To the State Super-
 intendent of Insurance
 of the State of New
 York -

Sir: In November 1866, I
 took out a life policy for
 \$1000 on The Equitable Life
 Assurance Society of the United
 States, and have paid quarterly
 on said policy to May 11 inst,
 \$131 - Now, I wish to know
 what amount of paid up
 insurance I am entitled to
 by virtue of these payments,
 upon surrender of my policy -
 I have made several futile
 efforts to get a statement
 from the Company, but
 have failed. An early answer
 will oblige Very Respectfully
 L. P. Walker

Names:

Shelby, David D.

Walker, L. P.

Places:

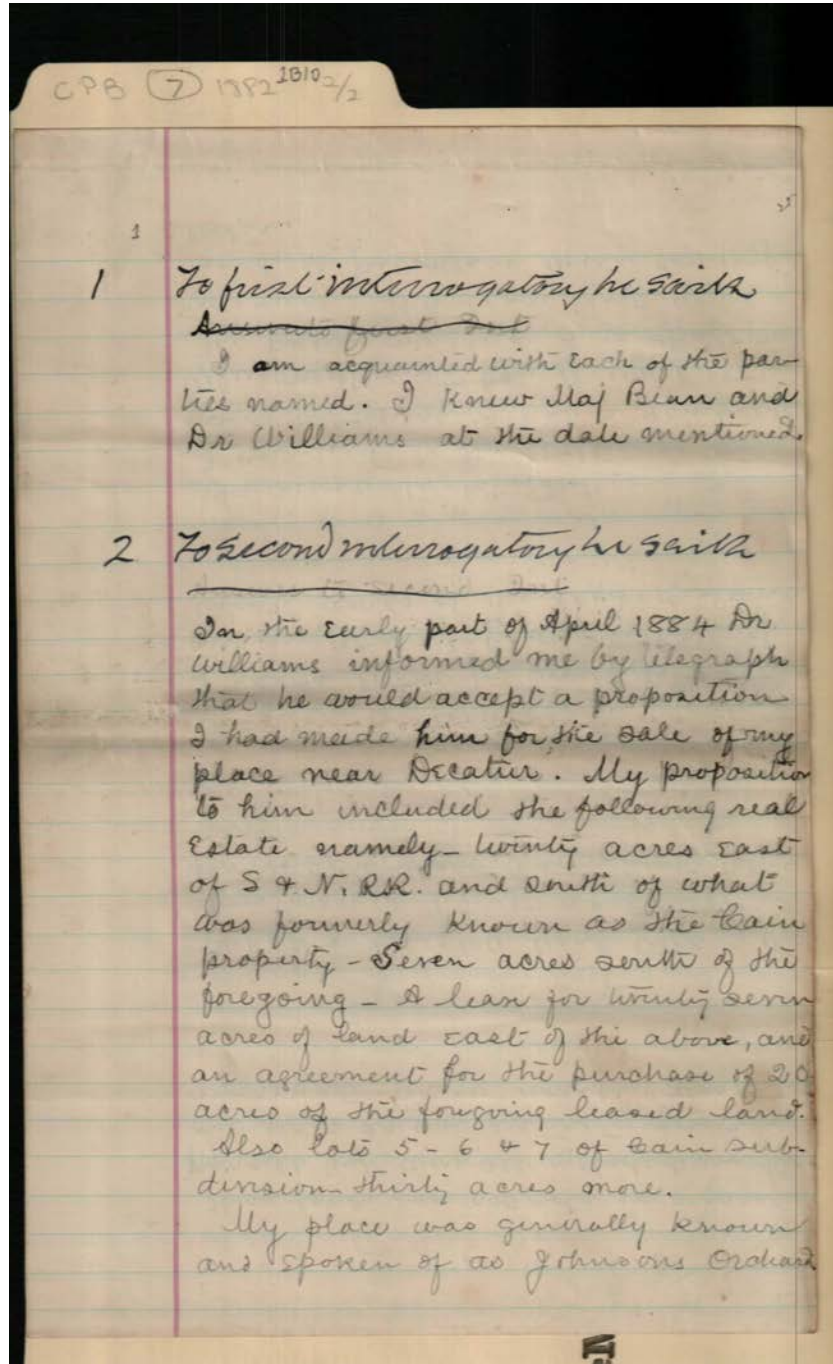
Huntsville, AL

Types:

insurance

Dates:

May 10, 1882



Names:

Bean, Major

Cain,

Johnson,

Williams, Dr.

Types:

deposition

CPS (7) 1882^{10/2}
2
Answer to third Int
These lands were not sold in separate parcels but were all included in the one sale as an entirety for an aggregate price which was \$4.750.
Answer to fourth Int
I had a complete legal title to the above named twenty acre tract and seven acre tract and thirty acre tract.
Answer to fifth Int
I had a lease for twenty seven acres and an agreement for purchase of twenty acres of the leased land.
Answer to 6th Int
I conveyed to Dr Williams the lands for which I had a complete title on the 6th day of May 1884. The paper marked A is that conveyance. The lease and agreement to purchase were conveyed later.

Names:

Williams, Dr.

Types:

deposition

C.P.B. (7) 1882 1810 2/2

3

Answer to 7th Int.

Dr. Williams purchased all my right and interest in the lease of 27 acres and the agreement for the purchase of 20 acres of the same. I would have made a transfer of the original lease and agreement but I had given Maj Bean my notes for each years rent and as I had only recently known Dr. Williams I thought it would be more prudent to take up my notes as I was no longer to be interested in the matter. So I proposed to Dr. Williams and to Maj Bean that instead of transferring the original lease and agreement exact copies of both should be made and signed by Maj Bean and Dr. Williams, conveying the same rights and interest which I possessed to Williams. Both assented to this and it was done. I notice that Dr. Williams states in his deposition "that sometime in May or June 1864 E. P. Johnston agreed to assign the contract to me, and asked me if I would take his place". In another place

Names:

Bean, Major

Johnston, E, P.

Williams, Dr.

Types:

deposition

C.P.B. (7) 1882^{10/10-1/2}

5

4

he states that "Johnston did not sell the lease to me. I took it off his hands." Both of these statements are incorrect. Before selling my place to Williams I had correspondence and conversations with quite a number of parties who wrote to ^{and some of them came and examined my place} me, enquiring about the place with a view to purchasing. To every one of them, Williams included, I explained that the lease for five years and the contract for purchase was a part of the property which the sale would cover. After he (Williams) came to DeCatur he proposed to me one day to let me have the lease and contract for purchase back again. I assured him that on account of its convenience and the fertility of a part of it, it was for his interest not to dispose of it.

Answer to 8th Q^{nt}

The paper marked B is the lease for the 27 acres. It was written by myself - copied from the original lease which was in Maj Beans

Names:

Bean, Major

Johnston,

Williams,

Types:

deposition

CPB (7) 1882 ^{1810-1/2}

6

5

hand writing. According to my recollection the lease and agreement were copied from the originals at Squire Banks office in the rear of his drug store and signed there by Maj Bean and Dr Williams. I remember distinctly that Maj. Bean was in a great hurry and as soon as the papers were ready he looked them over and signed them and was off. It is my impression that Dr Williams was present and signed them at the same time though I notice that he says in his deposition that he was not present when Maj Bean signed them, and that he signed them out at his own house. I think I was present when both of them signed.

Answer to 9th Int

The paper marked C is the agreement for the purchase of 20 acres of the leased land. It was written by myself and was copied from one of the originals signed by Maj. Bean and myself.

Names:

Banks, Squire

Bean, Major

Williams, Dr.

Types:

deposition

CPB 7 1882 1810 2/2

7

8

This agreement according to my recollection was written and executed at the same time and place as the last - namely, at Squire Banks Office, and was signed then by Maj-Bean and Dr. Williams in my presence.

Answer to 10th Int

I have explained why my rights and interest were transferred to Dr. Williams in this way in ^{my} answer to the 7th interrogatory. They were drawn and executed to convey to Dr. Williams my entire interest in the lands described.

Answer to the 11th Int.

They are copies word for word of the original papers signed by Maj-Bean and myself except to substitute Dr. Williams name for mine and as one year had already passed making it run four years instead of five years.

Names:

Banks, Squire

Bean, Major

Williams, Dr.

Types:

deposition

CPB (7) 1882 1810 2/2

7

Answer to 12th Int.

I cannot now say at what date my lease and contract of purchase was made with Maj Bean. I remember that it was made at my house on my place.

Answer to 13th Int.

At the time said lease and contract with Maj Bean were written there had been no previous lease or contract written. I do not remember that Maj. Bean showed any unwillingness to sign either the lease or the contract and there was no refusal on his part to sign either of them.

Answer to 14th Int

There was no other agreement between Maj. Bean and myself except that expressed in his lease and contract with me.

Names:

Bean, Major

Types:

deposition

CPB (7) 1882 1810 2/2

9

8

Answer to 15th Int.

I can state with the utmost positiveness that neither at that time or at any other was any agreement made between Maj Bean and myself, either verbal or otherwise whereby either of us would be excused from carrying out our agreement by paying \$1000.

Answer to 16th Int.

I have already stated that Maj Bean did not refuse to sign another contract because there was no other contract. I remember the occasion very well. Our conversation related to what I proposed doing with the land - selling out trees on a part of it 40 and I think we also spoke about having it fenced. I do not remember that he objected to sign the contract as drawn up by me originally. That was the contract he signed without any change being made in it. He did not give as a reason for not signing another contract the language referred to.

Names:

Bean, Major

Types:

deposition

GPB (7) 1882 2B10 2/2

10

9 Answer to 17th Int.
I made no such suggestion as is related in this interrogatory.

Answer to 18th Int.
Said contract was not signed by Maj. Bean with or upon an understanding with me that such was the meaning or construction or effect of our said contract. Since the commencement of this suit Maj. Bean has repeatedly informed me that such was his understanding of our contract, but not previously that I am aware of.

Answer to 19th Int.
I had purchased 20 acres of land of Maj. Bean about 12 years previous to the making of said lease and contract.

Answer to 20th Int.
I paid one third cash and the balance in one and two years. Maj. Bean gave me a bond for title. The title bond

Names:

Bean, Major

Types:

deposition

CPS (7) 1882 10 2/2

11

10 was written by S. P. Rather. It is attached to the cross-interrogations and marked B. B. I do not know when I saw it last but suppose it was when I surrendered it to Maj Bean at the time he gave me a deed for this land.

21 1st. I have no recollection of being dissatisfied or of expressing a wish for his article signature or ever expressing such a desire to him.

Answer to 22nd Q. 1st.

I do not remember giving said title bond to S. P. Rather for any purpose or sending it any where to get the signature of Mrs Bean. I was not aware that it was claimed that this title bond was signed by her until brought to my notice since the beginning of this suit. If Mrs Beans signature was affixed to said bond while I had the same I have entirely forgotten that it was. The bond was in my possession until I surrendered the same to Maj Bean on his making a deed to me.

On regard to the signature of Mrs Bean I do not say that I did not have S. P. Rather take it out or send it out for Mrs Beans signature. I do say however that if it

Names:

Bean, Major

Bean, Mrs.

Rather, S. P.

Types:

deposition

CPS ⑦ 1882^{10/10} 1/2

12

" was done the recollection passed from my memory long ago. I can state with the utmost positiveness that I do not remember ever to have supposed that a wife's signature in addition to her husband's was necessary to make a title bond or agreement for the purchase of land perfectly valid. If had supposed so I should have insisted upon having Mrs Beans signature affixed to the agreement for the purchase of the 20 acres now in litigation. I am sure Mrs. Beans signature was not required by me for the bond for title I received from Maj Bean for the seven acres just south of the 20 acre tract (my orchard) ~~exists~~ which was purchased about the same time that the contract for purchase was made.

Answer to 23^d Int.

On the occasion of the signing of the contract and lease referred to, it is my impression that Dr. Williams was present although

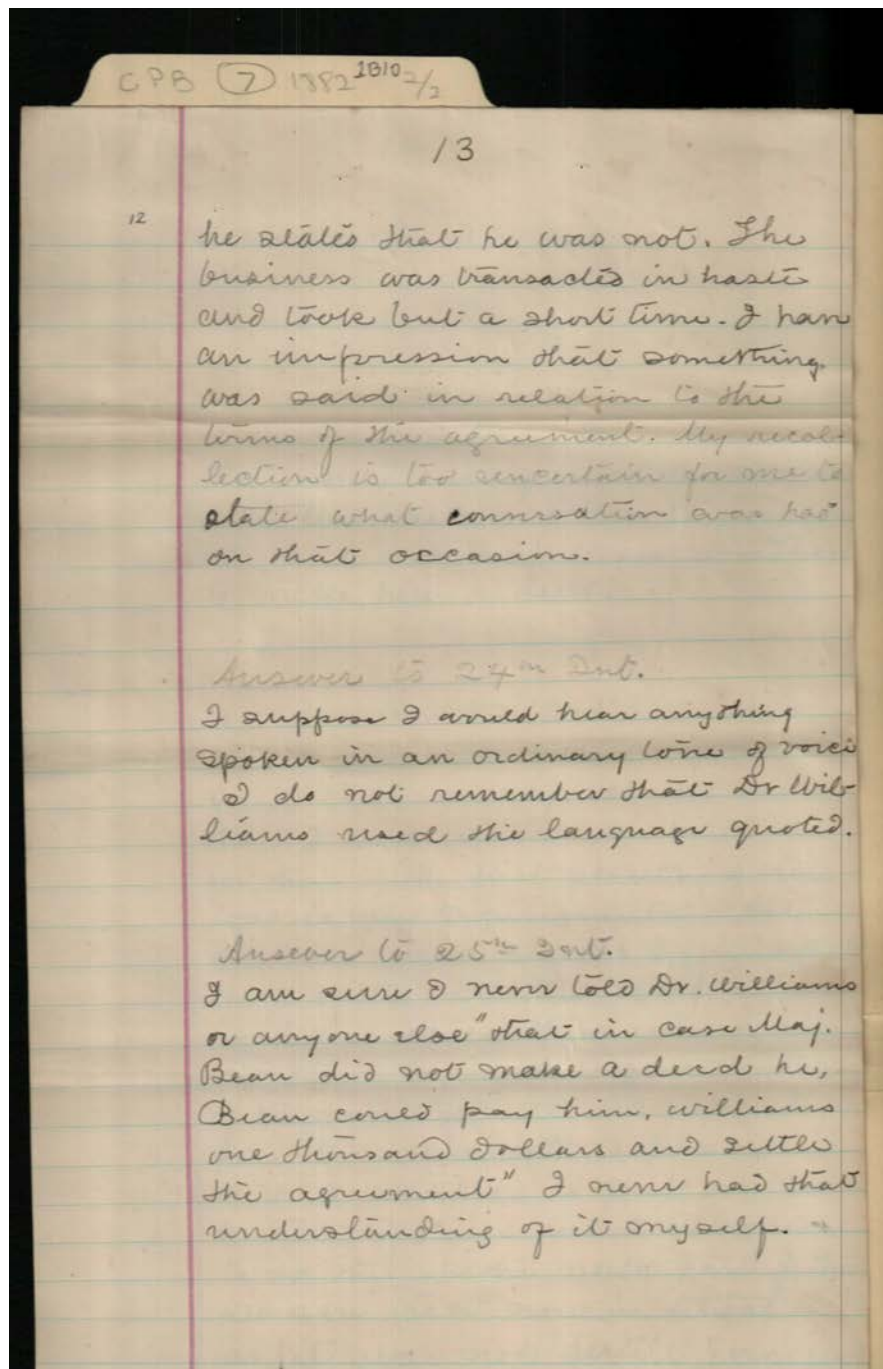
Names:

Bean, Major

Bean, Mrs.

Types:

deposition



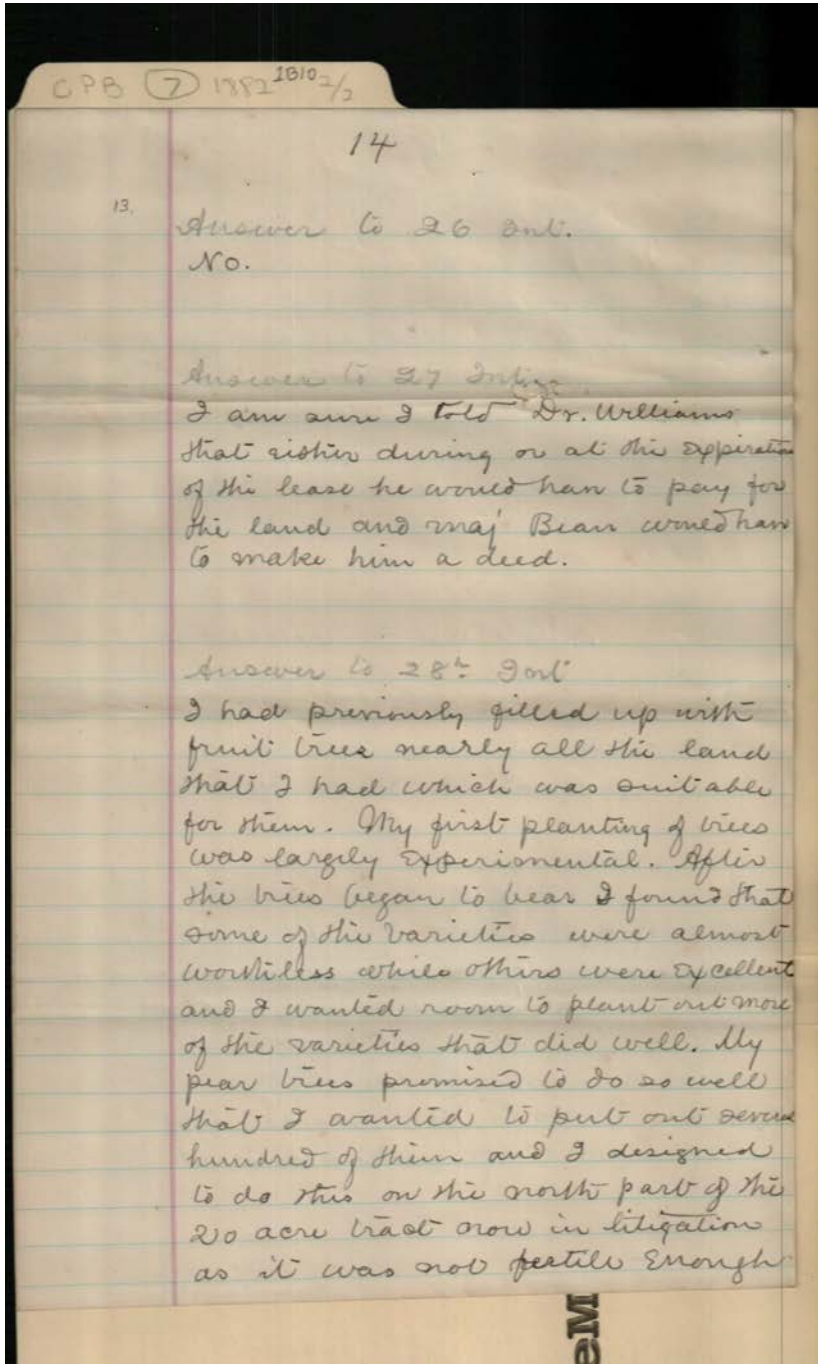
Names:

Bean, Major

Williams, Dr.

Types:

deposition



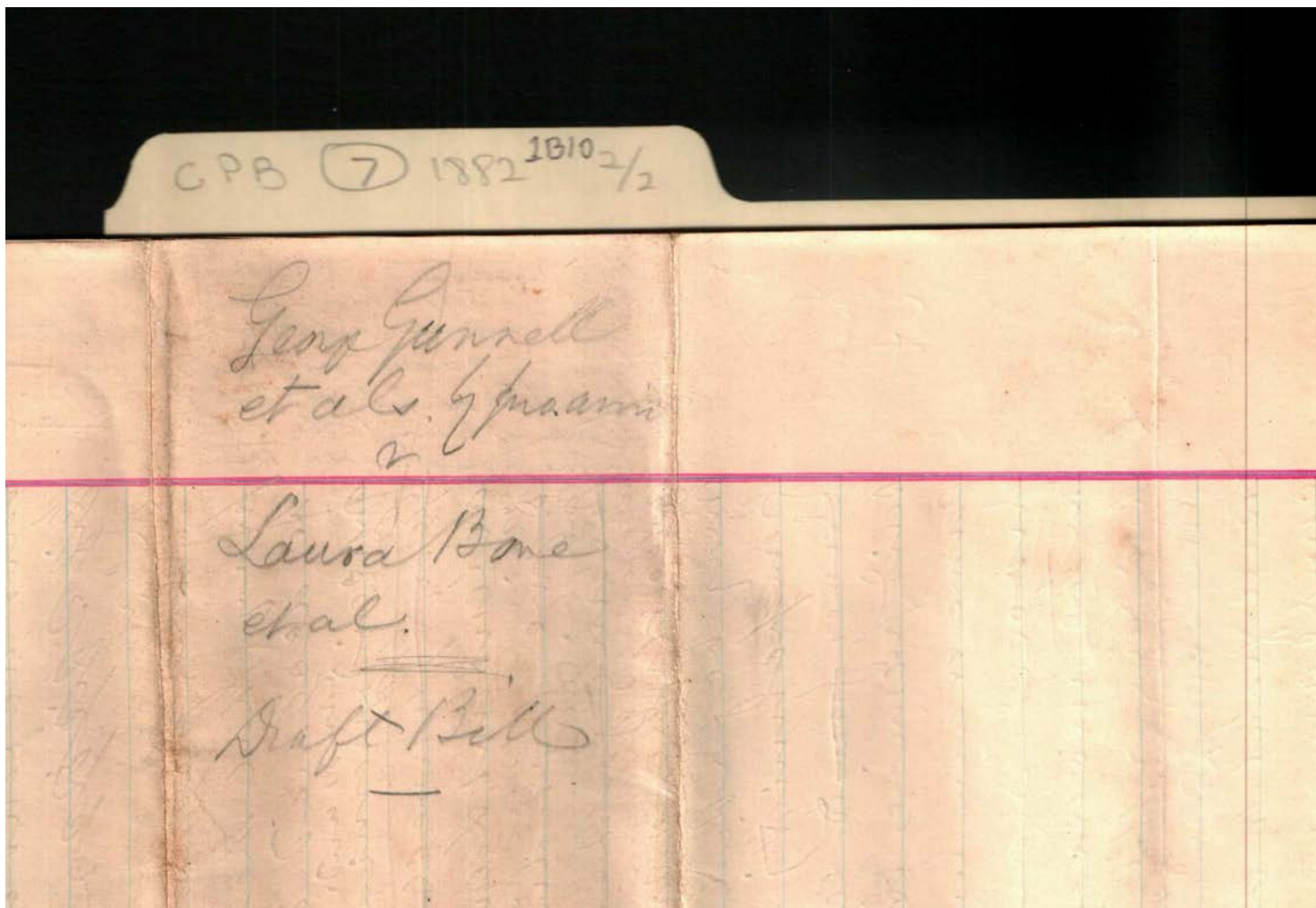
Names:

Bean, Major

Williams, Dr.

Types:

deposition



Names:

, E. John

Bone, Laura

Gunnell, George

Types:

memo

CPB ⑦ 1882 ¹⁸⁷⁰ 1/2

mem. for Bill In Chancery.

George Gunnell
 Laura Gunnell and
 Edith Gunnell by
 Thomas George their
 next friend.

v.

Laura Bone and
 James H. Bone.

That in ~~the~~ the year A.D. 1882
 Thomas George above-named who
 was then living in the State of Ala
 but intended ^{to} to remove ^{from that} his ~~residence~~
 City of ~~the~~ ^{an abstract for himself and family} Ala. purchased ^{the} ~~the~~ ^{lands} ~~lands~~
 house and lot ^{the} ~~in~~ ^{the} ~~city~~ on the
 north side of West Clinton street
 now occupied by the defendants
 Bone and bounded on the east
 by lands of Landman on
 the west, lands of Humphrey
 on the south, and Clinton
 street and on the north by a
 line about 200 feet north of
 said Clinton St. That said
 George's family ^{of himself} ~~was~~ consisted
 of ^{his party} the defendant Laura ~~her~~
 Laura Gunnell and her children
 George Gunnell Laura Gunnell
 and Edith Gunnell. ^{she then was not a child}

and she is the daughter of
 Hunter Gunnell the
 said Laura's first
 husband.

Names:

Bone, James H.
 Bone, Laura
 George, Thomas

Gunnell, Edith
 Gunnell, George
 Gunnell, Hunter

Gunnell, Laura
 Humphrey,
 Landman,

Types:

law suit

CPB ⑦ 1882 ¹⁸¹⁰ 1/2

That said persons defendant
^{deceased} and her children was then living
^{as wife of George Bone} in said City of Nashville where
 they had been removed by ~~James~~
 George on account of the ill-
 ness of said defendant ^{deceased}.

That said defendant was
 the only ^{and greatly beloved} child of said George and
 had no means of support for
 herself or her children except
 what was furnished by him and
 she had repeatedly
 assured him that she would
 not marry but would remain
 single and live ^{with the hope for them of the}
 years help of his household ^{the}
 caused the conveyance of said
 property to be made to her
 by William Richardson of whom
^{she had been long acquainted and that said property was}
 it was purchased ^{for the sum of \$6000}.

That said defendant and her
 children ^{and made the purchase} and family
 and lived there supported wholly
 by ^{the} moneys furnished by said George
 who made occasional visits
 to them until her marriage to
 the defendant James Bone
 sometime in the ^{inter year} 1883.

That on the 18th day of November

A That said defendant and her children and family and lived there supported wholly by the moneys furnished by said George who made occasional visits to them until her marriage to the defendant James Bone sometime in the inter year 1883.

Names:

, George

Bone, James H.

Richards, William

Types:

law suit

2

before said man of said
 1883, while the said George was
 on a ^{temporary leave} ~~leave~~ from
 his ~~business~~ ^{business} on said premises,
 with the said defendant Laura
 and her children she made a
~~deed~~ ^{deed} at the ~~suffering~~ ^{suffering} of said
 George she made a declaration
 of trust in which she declared
 that the said conveyance was
 made to her and that the said
 premises was held by her in
 trust to permit her ^{children}
 respectively to have a residence
 there and at her death to devise
 the same to them ^{and} said Laura
 and Edith wife, and that said
 declaration was made to the
~~knowledge~~ ^{knowledge} of the said defendant James.
 That ^{soon} after said ~~declaration~~
 the said defendant
 Laura ~~made~~ ^{made} the said defendant
 James without ^{the} ~~the~~ ^{advice} ~~advice~~ of said
 George and in violation of her promise
 often repeated. That said James had
 no home of his own and went alone
 to live on the premises ^{as a tenant}
 that ^{from} the ^{time} ^{of} ^{his} ^{departure}
 George who ^{was} ^{the} ^{sole} ^{maintainer}
 provided for ^{the} ^{support} ^{of} ^{the} ^{children}

Names:

, Edith

, George

, James

, Laura

Types:

law suit

CPB ⑦ 1782 ¹⁸¹⁰ - 1/2

alleged that the said James had been a traitor
 Bone on refusing to be sworn to
 said paper and that it being all
 by force and arms and that he
 was a deserter from the army
 of the said James and that he
 was a traitor.

in a liberal manner
 the said defendant James
 and his said children from
 their father respectively until the
 marriage aforesaid.

That the said James has resided
 on said premises from said
 marriage hitherto and still there
 resides. That said premises are
 worth about \$5000.

That soon after said marriage
 the said James by cruel and ill-
 treatment done ^{and his home} to the above named
 George, until then a child of
 twelve years of age a threatened
 and weak mind of his mother's care.
 That said George was compelled
 of such cruelty to leave his home and
 that he went ^{to} and begged shelter from
 some friends of said George who
 cared for him until the said
 defendants discovered his hiding
 place and compelled him to return
 that in ^{the early part of the year} 1854 the said
 George took said child to his
 his permanent residence
 in Alabama and that because
 of the continued and unbearable
 ill treatment of said defendant
 James said George and child left

and went to reside with the defendant
 James until he was arrested by the law
 officers being found to be a deserter
 from the army and that he was arrested
 and taken to the fort of Jackson in 1844
 and that he was there until the year 1846
 and that he was then released.

Names:

, George

, James

, Laura

Bone,

Types:

law suit

3

his home, and begged said Thomas
 George and his wife to give him
 a home with ^{him} which they
 did. That he remained with
 them for some months when upon
 the suggestion of my mother he
 returned to his own home. That
 the ill treatment of said child
 of said Bone ^{was} continued and
 became unbearable so that on the
 8th of 1889 he was ^{sent} from
 home by said Bone ^{and} by an
 agent shelter with said Thomas
 George at his residence in the county
 of about the month of September
 1889 he went to live in the home
 of Mrs. Eliza Beth Judson ^{the wife of said Thomas George}
 near the city of Kalamazoo
 in the State of Michigan, where he
 now is. That in disregard of the
 rights of the complainant, the said
 defendants represent and declare
 that the said defendant James
 owns and is ^{on behalf of the court} interested in his and property
 for his own wife and that ^{on the ground of said defendant} at the
 death of said Laura and James the
 fee of said property in the proceeds the
 complainant have no interest
 defendant Laura is the owner of

M

Names:

, James
, Laura

, Thomas
Bone,

George, Thomas
Judson, Elizabeth

Types:

law suit

CPB ⑦ 1882 1810-1/2

them what ever the fee ^{simple} there
and that the complainant
have no ^{right} ^{rights} through ^{that} ^{son}.
That the defendant ^{James} ^{is}
now offering the said premises
for sale and declares his
purpose to be to take ^{the}
proceeds, purchase ^{and} ^{with}
them to build for himself a
residence in ^{or near} ^{the} ^{part} ^{of}
^{the} ^{city}, and that the defendant
Laura Josephine Hardin to the
complainant and in subject
to the wicked influence of her
said husband is furthering his
design in that regard and
That both said de-
fendants are insolvent
declares his purpose to be to
leave to ^{his} ^{children} ^{of} ^{all} ^{some} ^{app}
^{an} ^{equal} ^{share} ^{with} ^{the} ^{complain}
^{ant} ⁱⁿ ^{said} ^{prop} ^{erty}.
That the intent of said
defendant is
That both said defendants
are insolvent and that if not
rescued by the process of this
Court they will deprive the
complainant of all benefit of the
~~8th~~ provision made for them

Names:

, Laura

Bone,

Types:

law suit

CPB (7) 1882 ¹⁸¹⁰ 1/2

and that there was no considerable
 reason whatsoever other than
 his love and affection for them.
 That the ^{said} defendant has
 failed and neglected to provide
 for and educate the complainant
 as she ought to have done with
 the moneys aforesaid but has ex-
 pended the same for purposes
 foreign to the intent of said George
 that she has allowed ^{said} James, ^{her} ^{husband's} ^{to} use and expend ^{fully}
 said moneys for his own purposes
 and has spent other part thereof in
 making purchases for said Bone's
 children and has in every way
 spent and squandered the moneys
 so provided by said George and in-
 tended by him for the support
 maintenance and education of
 these complainants.

I tender consideration hereby
 these complainants pray

B

1. That the defendant may be required
 to render an account of her receipts
 and expenditures of the moneys aforesaid.
2. That she may be removed as trustee
 of said fund and required to surrender
 to the court the ^{written promise} ~~contract~~ aforesaid
3. That these complainants may have

Names:
 , George

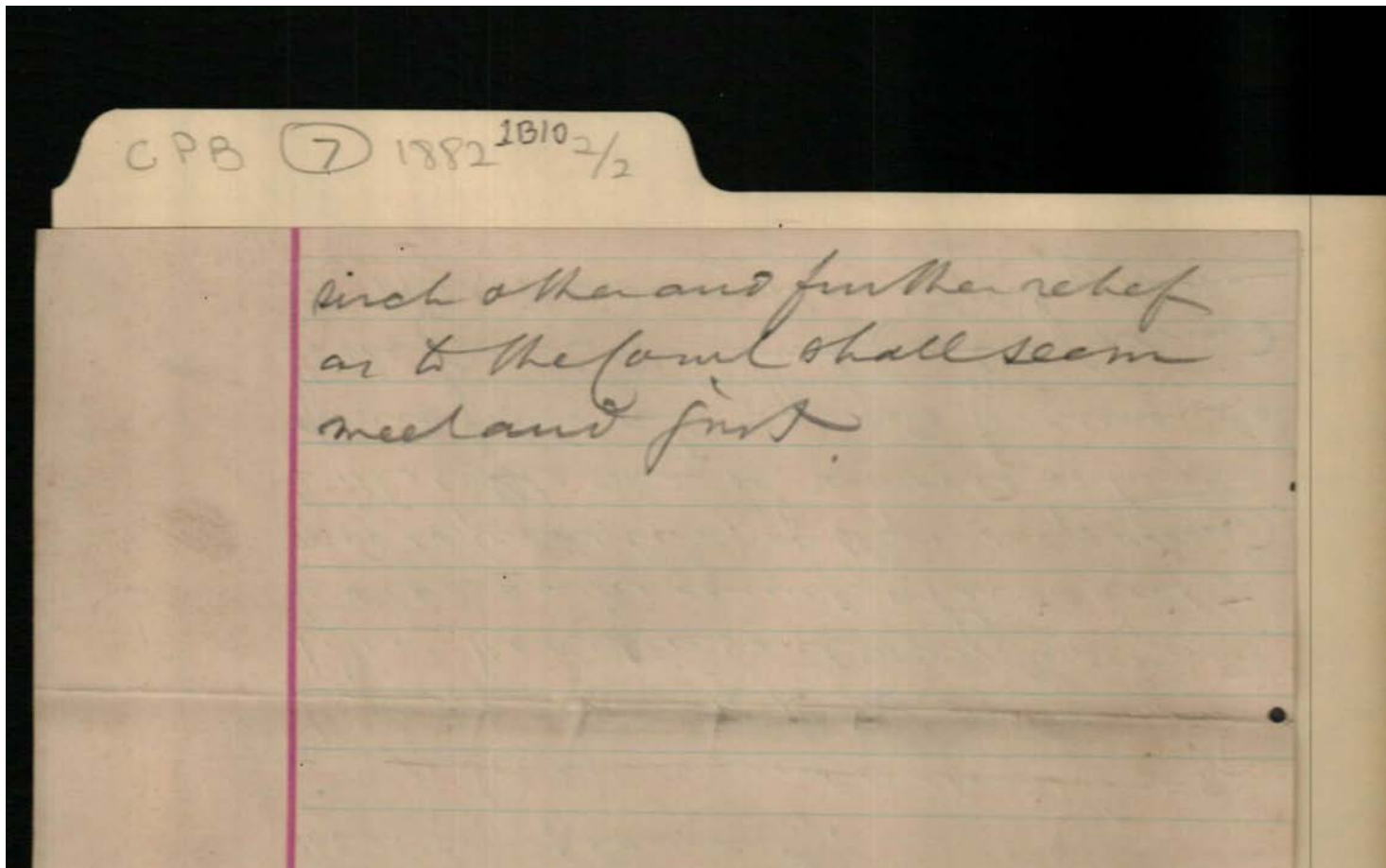
Bone, James H.

Types:
 law suit

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 10, Folder 7

Legal and court documents, 1882 (2 of 2)

Image 47 r01b10-07-000-0149 [Contents](#) [Index](#) [About](#)



Types:

law suit

CPB ⑦ 1882 ^{1810-1/2}

A

That on the 11th August 1884 with the ~~sole~~ ^{sole intent} view of making provision for the support and a benefaction to the defendant said George gave to said defendant, ^{Laura} a written promise to pay to her ~~the~~ monthly the interest of \$10,000 ~~and when~~ ^{the} until the complainant George Gunnell should reach the age of 21 years and then to pay to her the sum of \$10,000 to be divided share and share alike between the complainant and ~~the defendant~~ ^{herself}.

That the defendant ^{Laura} at the same time entered into a contract with ^{to take the moneys in trust} said George to apply the same ^{interest} moneys to the support and education of the complainant to such extent as should be ~~deemed~~ ^{proper}.

That the said promise and the said defendant has received under such promise the sum of \$4000 or there-
about, ^{the exact amount of which these are} ~~plaintiffs~~ ^{plaintiffs} for want of knowledge cannot state.

That the said promise was made by said George of his own mere motion for the benefit of the complainant.

Names:

, George

, Laura

Gunnell, George

Types:

law suit

C PB (7) 1882 18/0 2/2

In Chancery
George Gunnell
Laura Gunnell
& Edith Gunnell
infants of Thomas George
then deceased
vs
Laura Bone
Allege

That on the defendant is the
daughter of said Thomas George
and the complainant are his
grandchildren
That the complainant were born
in the house of said George and had
always been provided for and
maintained by him solely from
birth until the 4th day of
1884.
That in the year 1882 said
George purchased and paid for
a residence in the city of Hunt-
ville in the county of Madison &
State of Ala. in which the
complainant and the defendant
lived from that time until have
lived thence thitherto.

Names:

Bone, Laura
George, Thomas

Gunnell, Edith
Gunnell, George

Gunnell, Laura

Types:

law suit

CPB ⑦ 1882 1610-1/2

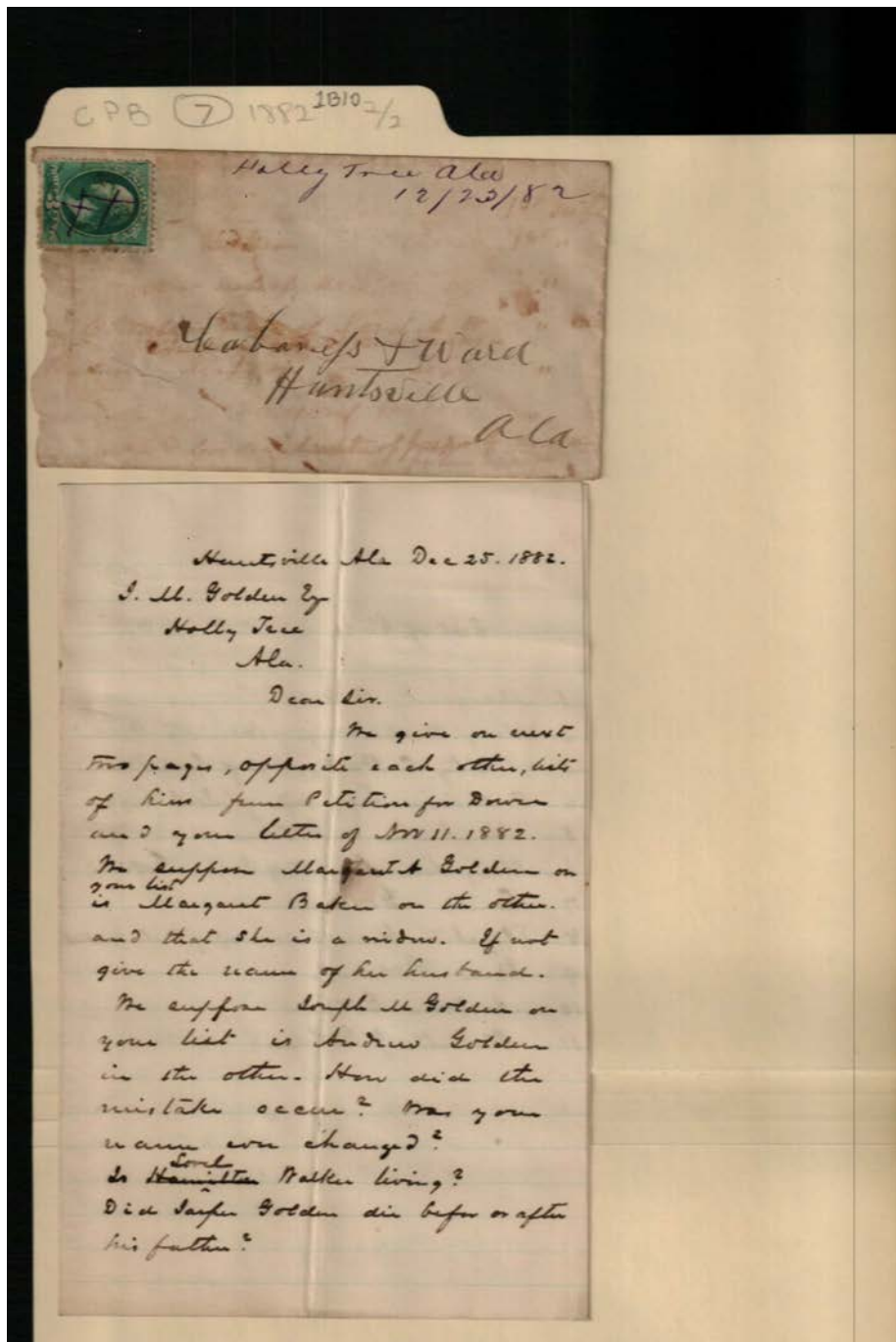
4.

~~and transfer the same to the use of~~
~~said defendant James, ^{and}~~
~~his ^{and} children~~
~~and the said complainant,~~
~~may that the said trust may~~
~~be declared a ^{trust} ~~substituted~~ trust~~
~~on said premises ^{and} ~~that~~ the use~~
~~of ^{the} ~~same~~ ^{may} ~~be~~ that the~~
~~defendant Laura may ^{be} ~~removed~~~~
~~as trustee ^{and} ~~trustee~~ ^{of} ~~the~~ ^{same} ~~premises~~~~
~~may be appointed ^{and} ~~the~~ ^{trustee} ~~of~~ ^{the} ~~same~~~~
~~and ^{the} ~~same~~ ^{may} ~~be~~ ^{appointed} ~~as~~ ^{trustee} ~~of~~ ^{the} ~~same~~~~
~~complaint ^{and} ~~the~~ ^{trustee} ~~of~~ ^{the} ~~same~~~~
~~may be forbidden ^{and} ~~enjoined~~~~
~~from ^{performing} ~~the~~ ^{same} ~~defendant~~~~
~~James ^{from} ~~selling~~ ^{or} ~~encumbering~~ ^{the} ~~same~~~~
~~said premises ^{and} ~~for~~ ^{using} ~~any~~ ^{the} ~~same~~~~
~~or any part thereof or the~~
~~proceeds ^{of} ~~any~~ ^{of} ~~the~~ ^{same} ~~thereof~~~~
~~in the purchase of any other~~
~~property ^{or} ~~the~~ ^{creation} ~~of~~ ^{any} ~~building~~~~
~~and that the court~~
~~will ^{grant} ~~to~~ ^{these} ~~infant~~~~
~~complaints ^{such} ~~for~~ ^{the} ~~same~~~~
~~and other relief ^{as} ~~to~~ ^{the} ~~court~~~~
~~shall seem meet.~~

In suit A
 In suit B

Waive answer under oath.

Names:
 , James
 Types:
 law suit



Names:

Baker, Margaret
Golden, Andrew

Golden, J. M.
Golden, Joseph M.

Golden, Margaret
Walker, Lovel

Places:

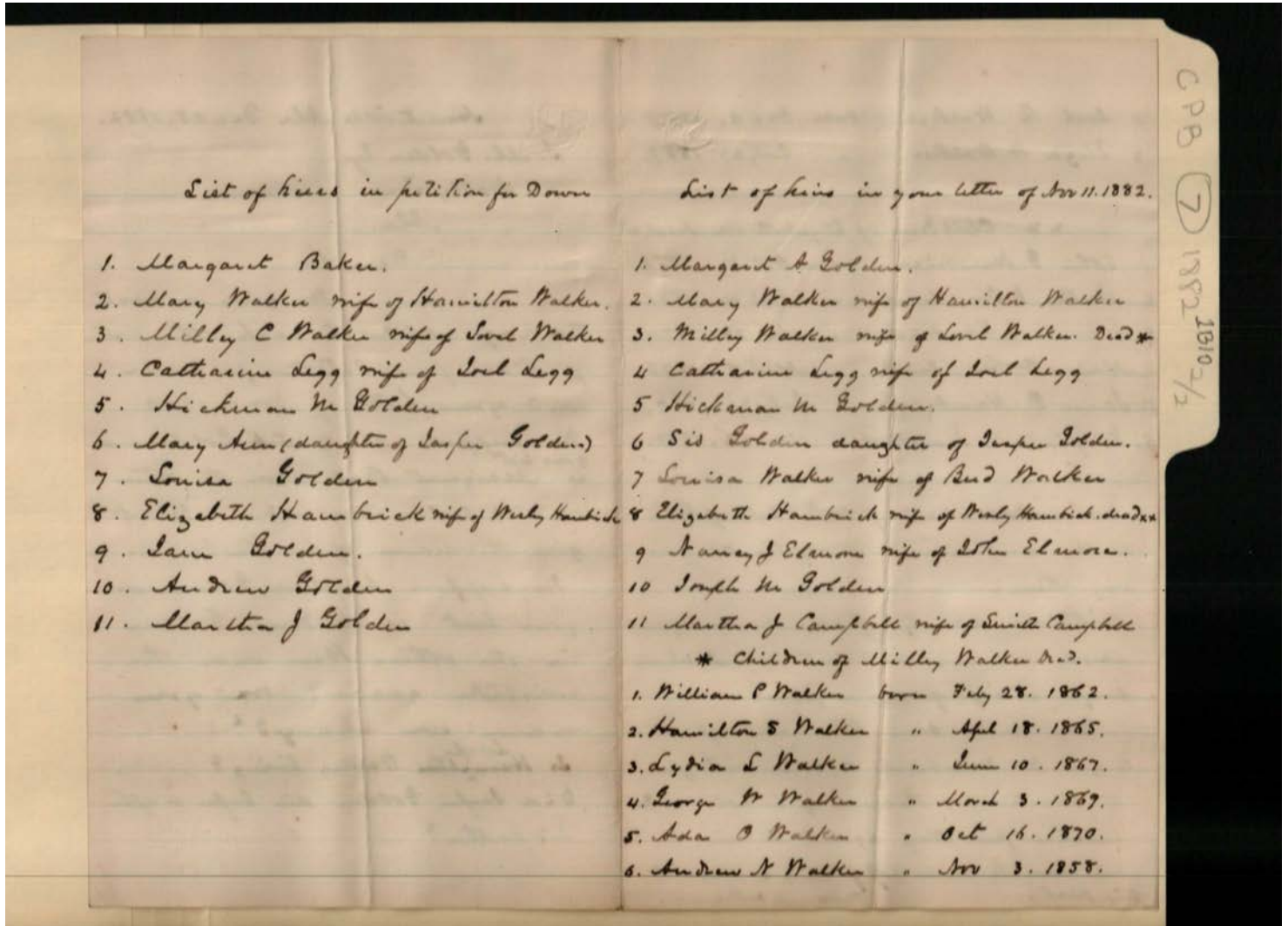
Huntsville, AL

Types:

correspondence

Dates:

Dec 25, 1882



Names:

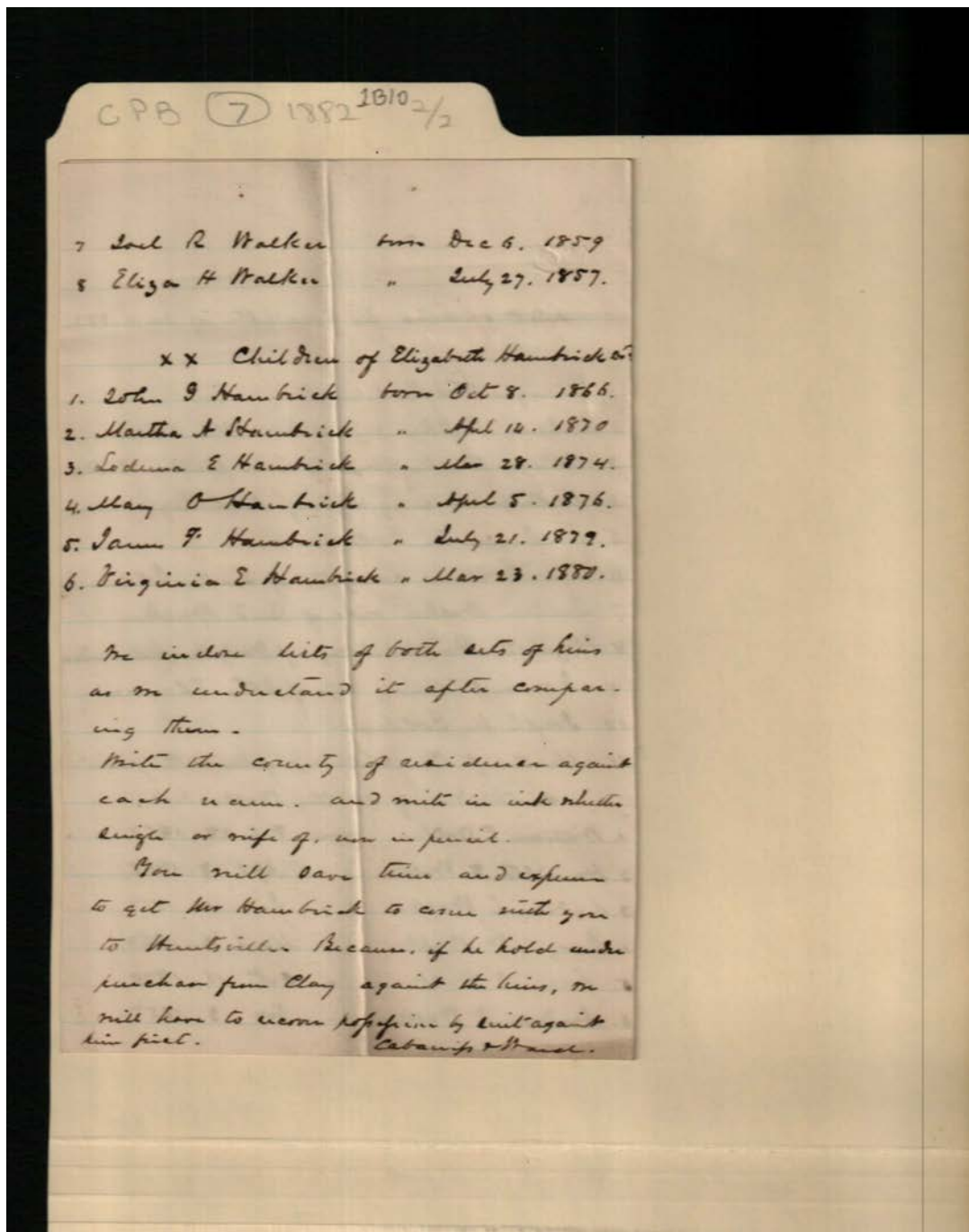
- | | | | |
|---------------------|---------------------|-------------------|---------------------|
| Baker, Margaret | Golden, Joseph M. | Hambrick, Wesley | Walker, Hamilton S. |
| Campbell, Martha J. | Golden, Louisa | Legg, Catharine | Walker, Level |
| Campbell, Smith | Golden, Margaret A. | Legg, Joel | Walker, Louisa |
| Elmore, John | Golden, Martha J. | Walker, Ada O. | Walker, Lydia L. |
| Elmore, Nancy J. | Golden, Mary Ann | Walker, Andrew N. | Walker, Mary |
| Golden, Andrew | Golden, Sam | Walker, Bud | Walker, Milley C. |
| Golden, Hickman M. | Golden, Sis | Walker, George W. | Walker, William P. |
| Golden, Jasper | Hambrick, Elizabeth | Walker, Hamilton | |

Types:

correspondence

Dates:

Nov 11, 1882



7 Joel R Walker born Dec 6. 1859
8 Eliza H Walker " July 27. 1857.

x x Children of Elizabeth Hambrick

1. John G Hambrick born Oct 8. 1866.
2. Martha A Hambrick " Apr 14. 1870
3. Lodema E Hambrick " Mar 28. 1874.
4. Mary O Hambrick " Apr 5. 1876.
5. James F. Hambrick " July 21. 1879.
6. Virginia E Hambrick " Mar 23. 1880.

We inclose lists of both sets of heirs
as we understand it after compar-
ing them.

Write the county of residence against
each name, and write in ink whether
single or wife of, now in pencil.

You will save time and expense
to get Mr Hambrick to come with you
to Huntsville because, if he hold under
purchase from Clay against the heirs, we
will have to recover possession by suit against
him first.
Cabaniss & Ward.

Names:

Cabaniss,
Clay,
Hambrick,

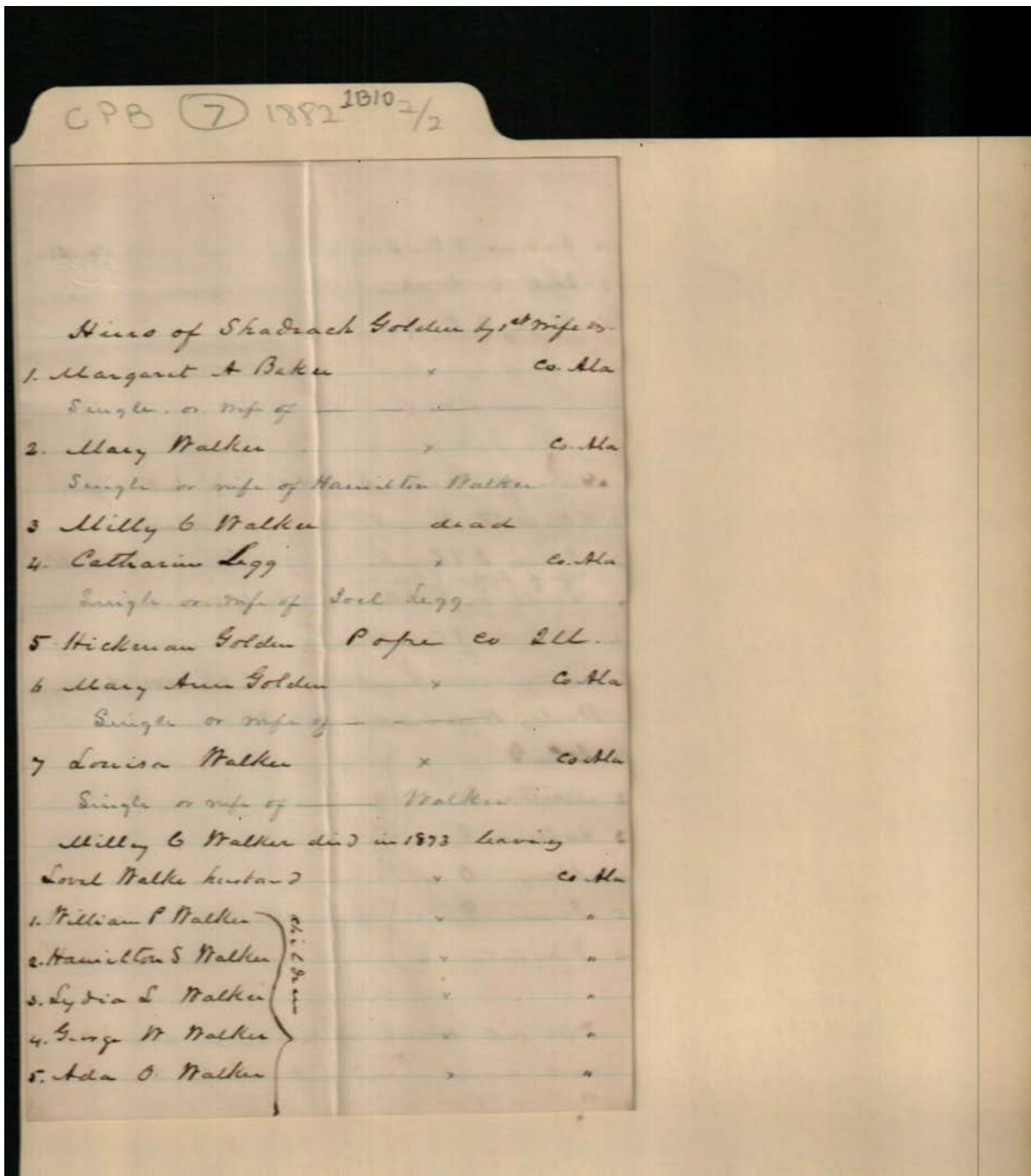
Hambrick, James F.
Hambrick, John G.
Hambrick, Lodema E.

Hambrick, Martha A.
Hambrick, Mary O.
Hambrick, Virginia E.

Walker, Eliza H.
Walker, Joel R.
Ward,

Types:

list



Names:

Baker, Margaret A.
Golden, Hickman
Golden, Mary Ann
Golden, Shadrack

Legg, Catharine
Walker, Ada O.
Walker, George W.
Walker, Hamilton S.

Walker, Louisa
Walker, Lovel
Walker, Lydia L.
Walker, Mary

Walker, Milly C.
Walker, William P.

Types:

list

CPB (7) 1882 10/2

6 Andrew J Walker	Co. Sta	According to this statement
7 Lovel R Walker	"	The 54 acres allotted as above is
8 Eliza H Walker	"	divisible into 11 shares viz:
Single or wife of		1 to Margaret Baker
		1 to Mary Walker
		1 to Lovel Walker for life remainder to Milly C Walker's children
Heirs of Shadrack Golden by last wife.		1 to Catharine Legg
1. Elizabeth Hambrick dead.	Co. Sta	1 to Hickman Golden
2. Nancy J Elmore wife of John Elmore	" "	1 to Mary Ann Golden
3. Joseph M Golden Jackson	" "	1 to Louisa Walker
4. Martha J Campbell	" "	1 to Mary Hambrick for life remainder to Elizabeth Hambrick's children
Elizabeth Hambrick died in 1881 leaving		
Mary Hambrick widow Madison	Co. Sta	1 to Nancy J Elmore
1. John G " " " " " "	" "	1 to Joseph M Golden
2. Martha A " " " " " "	" "	1 to Martha J Campbell
3. Lodema E " " " " " "	" "	
4. Mary O " " " " " "	" "	
5. James F " " " " " "	" "	
6. Virginia E " " " " " "	" "	
Fill out county of residence against each name: and with whether Single or wife of		of the 108 acre exemption
		5/16 goes to Nancy J Elmore
		5/16 " Joseph M Golden
		5/16 " Martha J Campbell
		1/16 to Mary Hambrick for life remainder to children of Elizabeth Hambrick

Names:

- | | | | |
|---------------------|---------------------|-----------------------|---------------------|
| Baker, Margaret | Golden, Louisa | Hambrick, Martha A. | Walker, George W. |
| Campbell, Martha J. | Golden, Margaret A. | Hambrick, Mary O. | Walker, Hamilton |
| Campbell, Smith | Golden, Martha J. | Hambrick, Virginia E. | Walker, Hamilton S. |
| Elmore, John | Golden, Mary Ann | Hambrick, Wesley | Walker, Joel R. |
| Elmore, Nancy J. | Golden, Shadrack | Legg, Catharine | Walker, Louisa |
| Golden, Andrew | Golden, Sis | Legg, Joel | Walker, Lovel |
| Golden, Hickman M. | Hambrick, Elizabeth | Walker, Ada O. | Walker, Lydia L. |
| Golden, Jane | Hambrick, James F. | Walker, Andrew N. | Walker, Mary |
| Golden, Jasper | Hambrick, John G. | Walker, Bud | Walker, Milley C. |
| Golden, Joseph M. | Hambrick, Lodema E. | Walker, Eliza H. | Walker, William P. |

Types:

list

Dates:

Nov 11, 1882

C.P.B. (7) 1882 ^{10/10} 2/2

The infant heirs Nancy J. Levet her
and Martha took each $\frac{1}{4}$ or $\frac{4}{16}$
and $\frac{1}{4}$ of their mother's $\frac{1}{4}$ or $\frac{1}{16}$ = making
 $\frac{5}{16}$ of the whole exemption.

It will save expense and delay
to get as many of the parties as
will to join in the application.
For there must be a summons
issued to the Sheriff and by him
served on all who do not con-
sent to the proceedings for sale
and division.

It will be sufficient to see some
one of the parties representing each
interest or share. Lord Walker or
his oldest son for Milly Walker's
share. and Wesley Hambrick
about the share of Mrs Hambrick.

You ought to see Mr Hambrick and
get him to come with you to Hunt-
ville. If he holds against the heirs under
his purchase from Clay. He will have to
be sued out of possession first.

Names:

, Martha
, Nancy J.

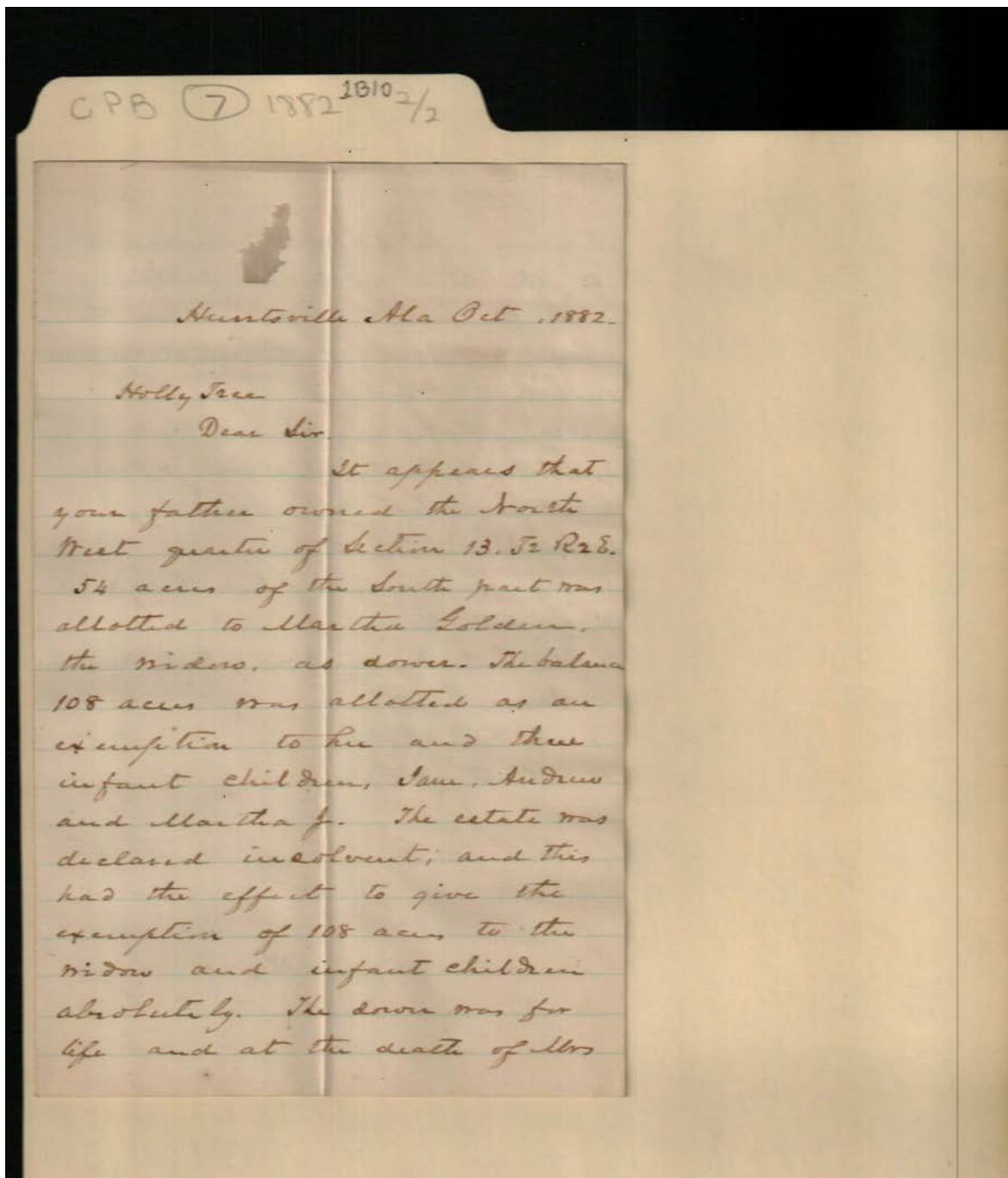
Clay,
Hambrick, Mrs.

Hambrick, Wesley
Walker, Levet

Walker, Milly

Types:

correspondence



Names:

, Andrew

, Jane

, Martha J.

Golden, Martha

Places:

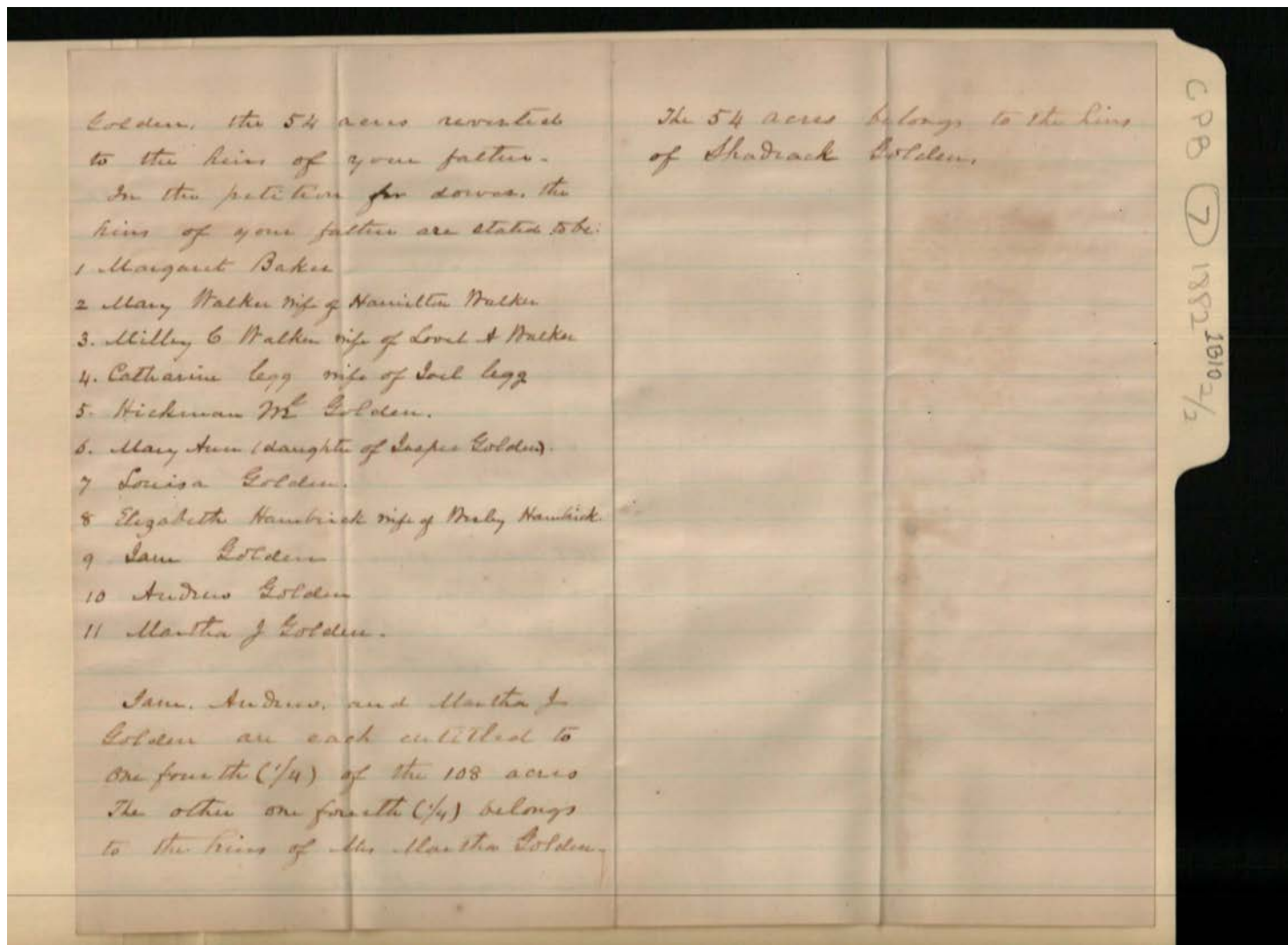
Huntsville, AL

Types:

correspondence

Dates:

Oct 1882



Golden, the 54 acres reverted
to the heirs of your father.

In the petition for dower, the
heirs of your father are stated to be:

1. Margaret Baker
2. Mary Walker wife of Hamilton Walker
3. Milley C. Walker wife of Lovel & Walker
4. Catharine Legg wife of Joel Legg
5. Hickman M. Golden.
6. Mary Ann (daughter of Jasper Golden).
7. Louisa Golden.
8. Elizabeth Hambrick wife of Wesley Hambrick.
9. Jane Golden
10. Andrew Golden
11. Martha J. Golden.

Jane, Andrew, and Martha J.
Golden are each entitled to
one fourth ($\frac{1}{4}$) of the 108 acres.
The other one fourth ($\frac{1}{4}$) belongs
to the heirs of Mr. Martha Golden.

The 54 acres belongs to the heirs
of Shadrack Golden.

CPRB (7) 1882 1910 2/2

Names:

Baker, Margaret
Golden,
Golden, Andrew
Golden, Hickman M.
Golden, Jane

Golden, Jasper
Golden, Louisa
Golden, Martha J.
Golden, Mary Ann
Golden, Shadrack

Hambrick, Elizabeth
Hambrick, Wesley
Legg, Catharine
Legg, Joel
Walker, Hamilton

Walker, Lovel
Walker, Mary
Walker, Milly C.

Types:

correspondence

CPB (7) 1882 1810 1/2

Jan 5th 77 Perry Harman on
 1st May 1876 in which that I was
 assigned as property of the estate of
 on 3rd 1876. This property
 was in 1876 for the estate of
 in state of the same
 became bankrupt
 before that it was admitted to
 April 1876 & for of succession
 made a conveyance to Perry Harman
 as to Perry Harman about
 want of personal property

Recd of R.W. Clay the sum of
 Ninety & 00/100 dollars in payment
 of Ninety & 00/100 dollars pay
 ment in full of the Redwood
 money in the sum of
 bank
 Interest \$19.00
 Int. 2.00
 Guards 1.00
 \$22.00

Thurs March 3 1877.
 Mr Harman's Surety
 J. M. Robb

Names:

Clay, M. A.
Clay, R. W.

Folher, M. L., Mrs.
Harmin, Perry

Judre, Richard
William

Taylor,

Types:

note

Dates:

Mar 03, 1877

CPB ⑦ 1882 1810 1/2

At term of Seth Widow had
a horse - Cow & calf - 3 or 4 head
of hogs & some house hold furn
iture -
Wesley Hambrick live in
Jackson County - house on
Madison - Mr. W. Hambrick
is tenant in possession
Cultivating in shares -

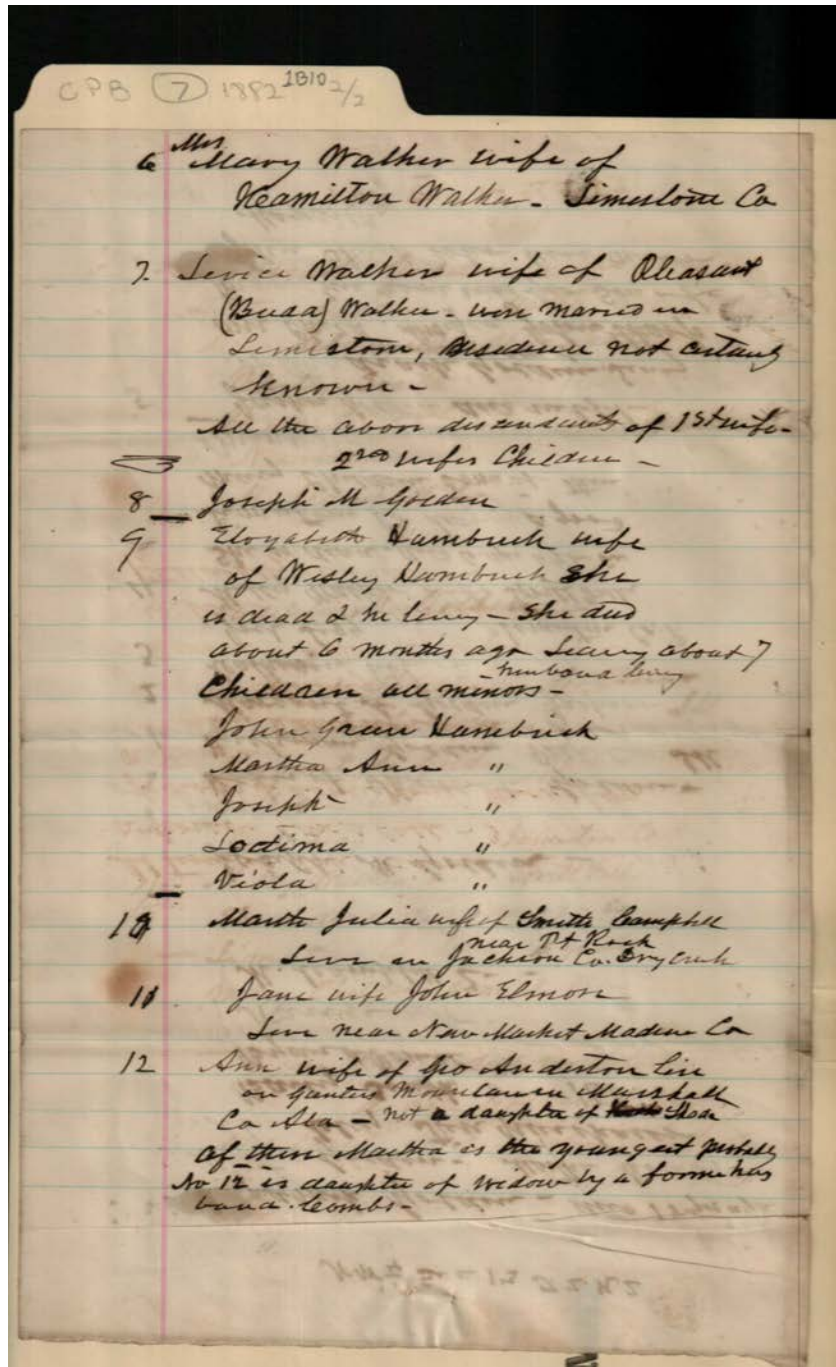
Names:

Hambrick, Wesley

Hambrick, William R.

Types:

memo



Names:

, Martha
, Shoda
Anderton, Ann
Campbell, Martha
Julia
Campbell, Smith

Elmore, Jane
Elmore, John
Golden, Joseph M.
Hambrich Loctima
Hambrich, Elizabeth

Hambrich, John
Green
Hambrich, Joseph
Hambrich, Martha
Ann
Hambrich, Viola

Hambrich, Wesley
Walker, Hamilton
Walker, Levi
Walker, Mary
Walker, Pleasant,
(Budd)

Types:

list

CPB (7) 1882 1810 2/2

Nov 4 Sec 13 J. 2. 22

Shadrack Golden - died 1842 age 22
 Martha Golden - Martha Combs
 Alan Selby - Tim Quiskason
 Barly South 5 160
 Byan Powell 2
 Nance N
 M. Campbell 2

Joseph M Golden -

Heirs of Shadrack Golden -
 1 Hickman Golden Rich Co Ill
 2 Margaret A Golden Jackson Co
 3 Catharine wife of
 Joel Legg Lemont Co. P.
 4 Milly Walker wife of Fred Walker
 She is dead - died 6 yrs ago in
 Lemont Co being a good
 many children some of them
 minors -

5 Jasper Golden died in before
 of Shadrack Golden leaving
 one child ^{married to son of} John Sharp
 there in name was Geo. Son of
 John Sharp who has been
 Mayville.

Names:

, George
 Campbell, M.
 Clay, Alan
 Combs, Martha
 Golden, Hickman

Golden, Jasper
 Golden, Joseph M.
 Golden, Margaret A.
 Golden, Martha
 Golden, Shadrack

Legg, Catharine
 Legg, Joel
 Nance, N.
 Powell, Byan
 Sharp, John

South, Barly
 Walker, Milly

Types:

list

C.P.B. (7) 1882 10/10 2/2

Holly tree Ala Dec 23/82
Chateaus Ward
Huntsville Ala
I wrote to you some time
since and sent record
of ages of heirs and as
I have heard nothing
from you in regard to
it I suppose it has been
misplaced. If there is
any thing wrong or you
have not rec please
notify me and I will
try to correct I got the
records from family
Bible and I suppose
they are correct
hope to hear from
you soon
Respectfully J. M. Golden

Names:

Cabaniss,

Golden, J. M.

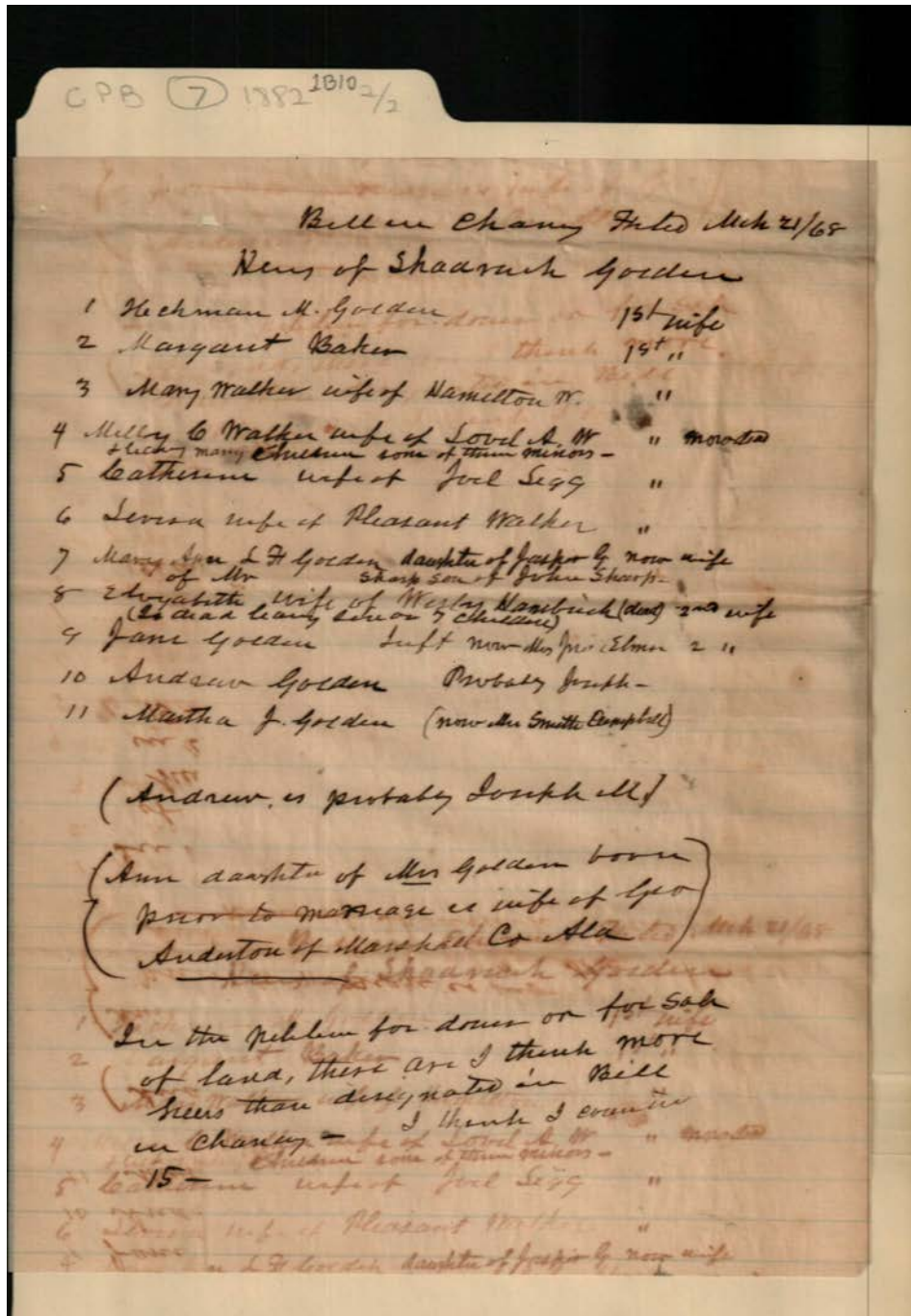
Ward,

Types:

correspondence

Dates:

Dec 23, 1882



Names:

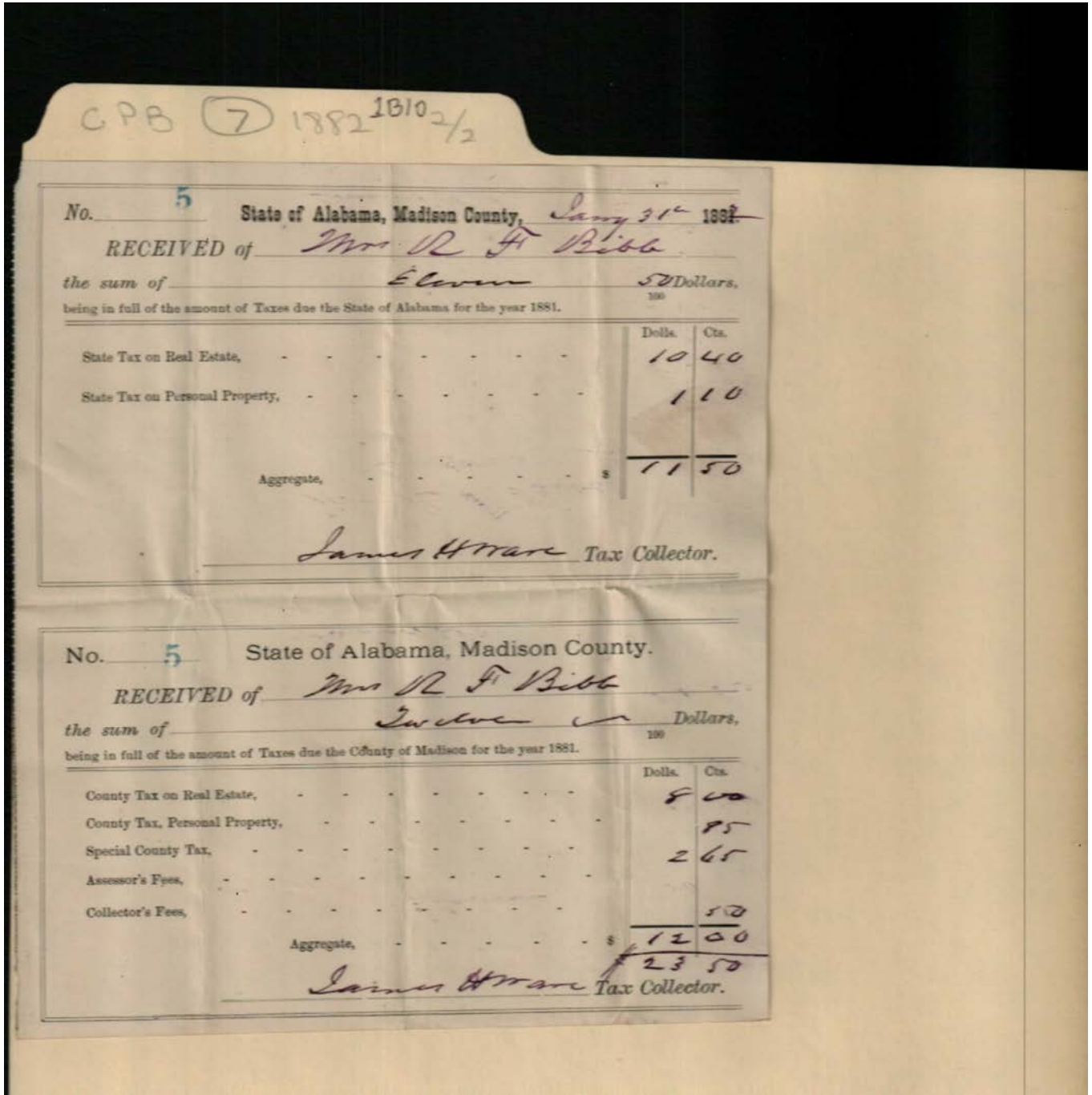
- | | | | |
|--------------------------|-------------------|---------------------|------------------|
| , Joseph | Golden, Andrew | Golden, Shadrack | Walker, Mary |
| Anderton, Ann | Golden, Ann | Hambrick, Elizabeth | Walker, Milly C. |
| Anderton, George | Golden, Hickman | Hambrick, Wesley | Walker, Pleasant |
| Baker, Margaret | Golden, Jane | Legg, Catharine | Walker, Sevisa |
| Campbell, Smith,
Mrs. | Golden, Jasper | Legg, Joel | |
| Elmore, Jane | Golden, Martha J. | Sharp, | |
| | Golden, Mary Ann | Walker, Hamilton | |

Types:

list

Dates:

Mar 21, 1868



Names:

Bibb, R. F., Mrs.

Ware, James H.

Places:

Madison County, AL

Types:

receipt

Dates:

Jan 31, 1887

CPB (7) 1882 1B10 2/2

(Form 14) **DOMESTIC BILL OF LADING.**

SOUTHERN EXPRESS COMPANY,
EXPRESS FORWARDERS.

100" *Huntsville, Tenn May 25 1876*

Received, from *Mr. P. A. Ward*

One Hundred Dollars

Addressed *Mrs. R. F. Bibb*
Huntsville Ala

Sealed and said to contain

Upon the special acceptance and agreement that this Company is to forward the same to its agent nearest or most convenient to destination only, and there to deliver the same to other parties to complete the transportation—each delivery to terminate all liability of this Company for such package; and also, that this Company are not to be liable in any manner, or to any extent, for any loss, damage or detention of such package, or of its contents, or of any portion thereof, occasioned by the acts of God, or by any person or persons acting or claiming to act in any military or other capacity in hostility to the Government of the United States, or occasioned by civil or military authority, or by the acts of any armed or other vessel, or by any piracy, or the dangers incident to a time of war, nor when occasioned by the dangers of railroad transportation, or canal, or river navigation, or by fire or steam, unless specially insured by this Company, and so specified in this receipt. This Company is to be liable for a greater sum than above mentioned, nor shall it be liable for any such loss unless the claim therefor shall be made in writing, at this office, within thirty days from this date, in a statement to which this receipt shall be appended (and the shipper and owner hereby severally agree that all the stipulations and conditions in this receipt, contained or appended or to be appended to the benefit of each and every Company, or person, whom the Southern Express Company may entrust or deliver the above described property for transportation, and shall defend and limit the liability thereof to such other Company or person.)

Freight, *Blau*
For the Company,

Insured by SOUTHERN EXPRESS COMPANY only.

except against loss occasioned by the public enemy.

Pay to the Company.

Insurance, \$

Names:

Bibb, R. F., Mrs.

Ward, F. P.

Places:

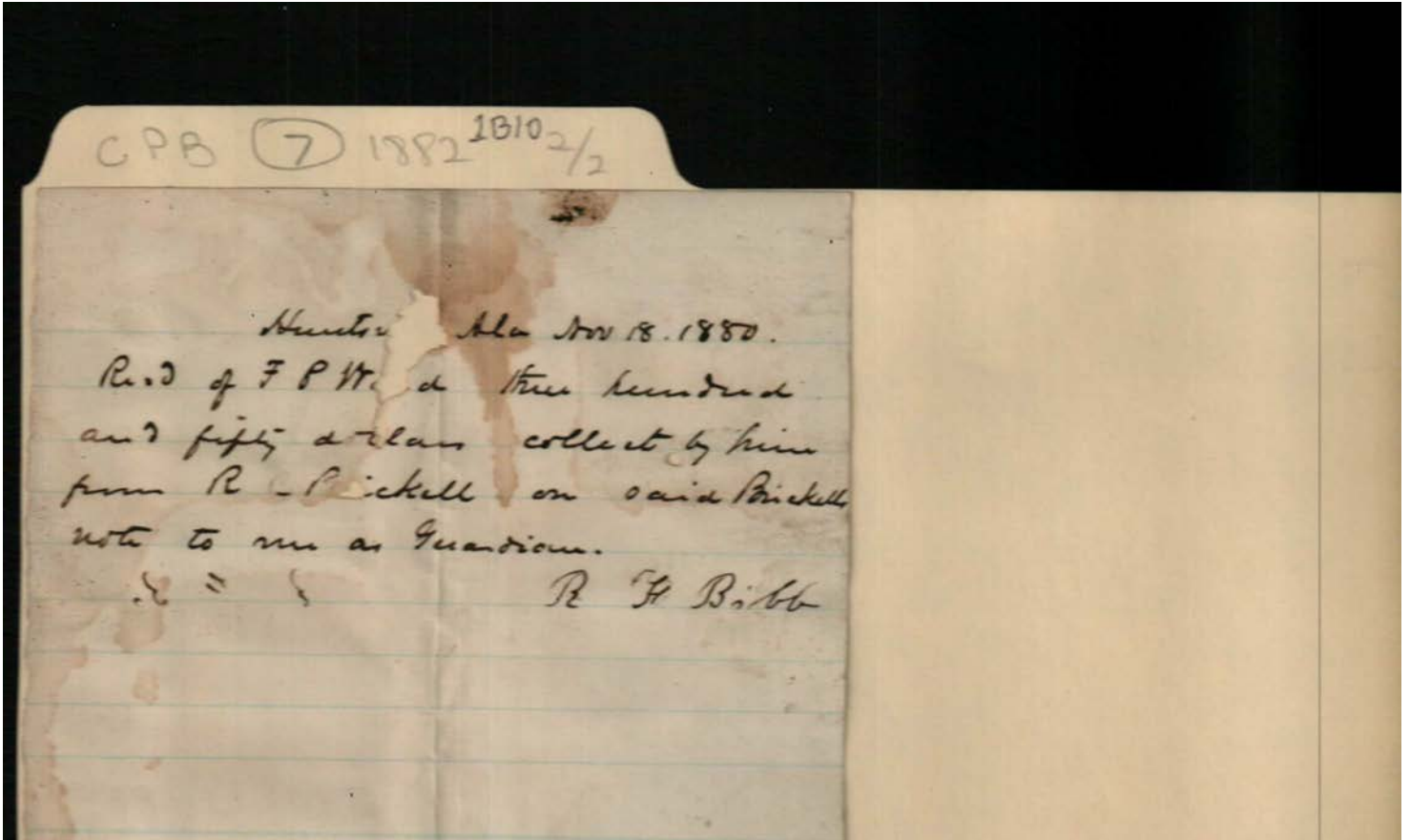
Huntsville, AL

Types:

receipt

Dates:

May 25, 1876



Names:

Bibb, R. F.

Brickell, R. C.

Ward, F. P.

Places:

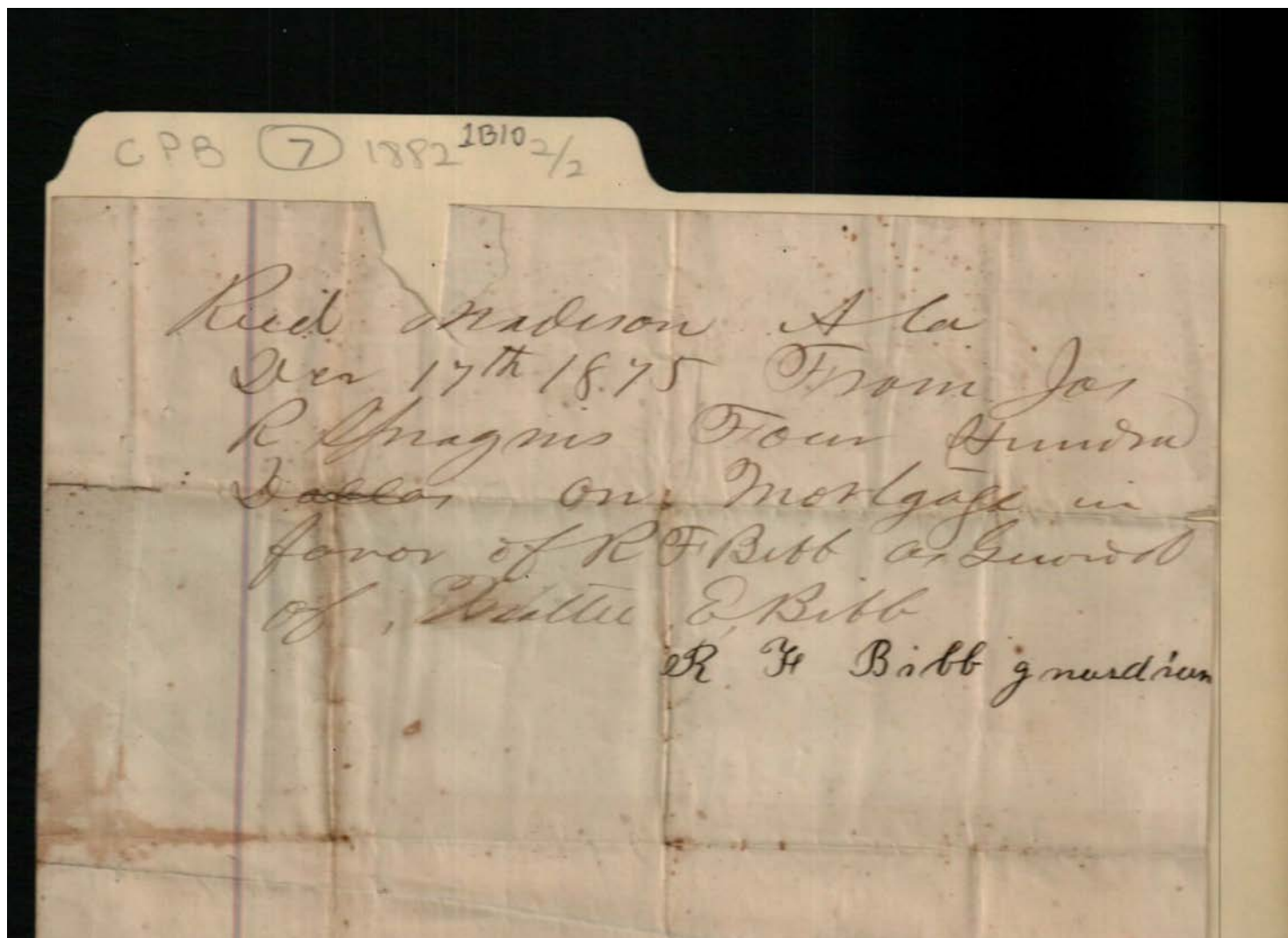
Huntsville, AL

Types:

receipt

Dates:

Nov 18, 1880



Names:

Bibb, Mattie E.

Bibb, R. F.

Spragins, Joseph R.

Places:

Madison, AL

Types:

receipt

Dates:

Dec 17, 1875

F. P. Ward in account with Re

Date	Description	Amount	Year
1875	Balance of Brickell	100 00	1875
1876 Nov 7	" " L.R. Spragins	100 00	1876
1877 Mar 6	" " Interest on Steins 2 notes	29 65	1877
" Apr 10	" " " " " " " "	237 20	" "
" Jun 9	" " " " " " " "	200 00	" "
" Aug 28	" " " " " " " "	300 00	" "
" Oct 8	" " " " R. C. Brickell	50 00	" "
" Dec 5	" " " " " " " "	50 00	" "
" " 7	" " " " D. P. Lewis	198 75	1878
" " 11	" " " " M. A. Kempe	65 72	" "
1878 Aug 12	" " " " " " " "	110 00	1878
" Mar 22	" " " " " " " "	21 45	" "
" April 4	" " " " " " " "	50 00	" "
" " " " " " " " " "	62 88	" "	
" Sept 16	" " " " R. C. Brickell p. S.E.A.	254 00	" "
" Dec 13	" " " " " " " "	925 75	1880
1879 Aug 20	" " " " " " " "	494 05	" "
" Nov 20	" " " " " " " "	45 25	" "
1880 Nov 1	" " " " R. C. Brickell chks	350 00	" "
" " " " " " " " " "	14 89	" "	
" " " " " " " " " "	65 25	1881	
1881 May 21	" " " " " " " "	50 00	" "
" Dec " " " " " " " "	50 00	" "	
1882 Aug 31	" " " " M. A. Kempe	65 25	1882

Wife rendered for examination
and approval Oct 11, 1882.
R. F. Bibb

3928 49

Names:

, Lewis
, Steve
Bibb, R. F.

Brickell,
Brickell, R. C.
Kempe, M. A.

Lewis, D. P.
Spragins, J. R.
Ward, F. P.

Types:

account

Dates:

Oct 11, 1882

CPB ⑦ 1882 10/10 2/3

Rebecca F. Bibb

	Dr					
00	1875		By amt sent by Express		100	00
00	1876 Jan 7	"	" " handed her		100	00
65	1877 April 20	"	" " " "		237	20
20	" Aug 29	"	" " sent by express		300	00
00	" Oct 8	"	" " " "		50	
00	" Dec 5	"	" " paid Darwin & Pulley		50	
00	" " 7	"	" " " "		135	
00	" " 18	"	" " sent by Express		65	00
95	1878 Sep 16	"	" " " "		100	
72	" Dec 13	"	" " Long & Short land		804	85
00	1879 " 20	"	" " 25 to loan E. T. Martin		200	00
65	" " "	"	" " by S. P. Spragins		7	00
00	" " "	"	" " handed her		20	
85	" " 15	"	" " paid for E. T. Martin's note to Mr.		205	00
00	" Dec 18	"	" " sent by express		100	00
75	1880 May 12	"	" " W. B. Craig		200	00
05	" July 1	"	" " Mattie E. Bibb		25	00
25	" "	"	" " 200 commission abroad		478	00
00	" Nov "	"	" " Brichell's checks		350	00
89	" Dec 1	"	" " paid lots of Bro. Selt.		84	24
25	1881 May 24	"	" " Murray for gold chain		48	00
00	" Nov 5	"	" " Murray 700		49	00
00	" "	"	" " last night		15	00
25	" "	"	" " recording deed in M.C.		90	
	1882 Aug 31	"	" " 506 Taxes		23	50
	" Mar 13	"	" " 1 yr int to Mr S. & S.		24	00
	" "	"	" " sent by S. Pickett		50	00
	" "	"	" " T. B. Hopkins		100	00
	" Sept 16	"	" " pd 1/2 yr int on note to Mr S. & S.		12	00

49 4311 34

Names:

Bibb, Mattie E.
 Bibb, Rebecca F.
 Brickell,
 Cartwright,

Craig, W. B.
 Darwin,
 Grantland, Terry
 Hopkins, T. B.

Kennedy,
 Martin, E. T.
 Murray,
 Pickett, S.

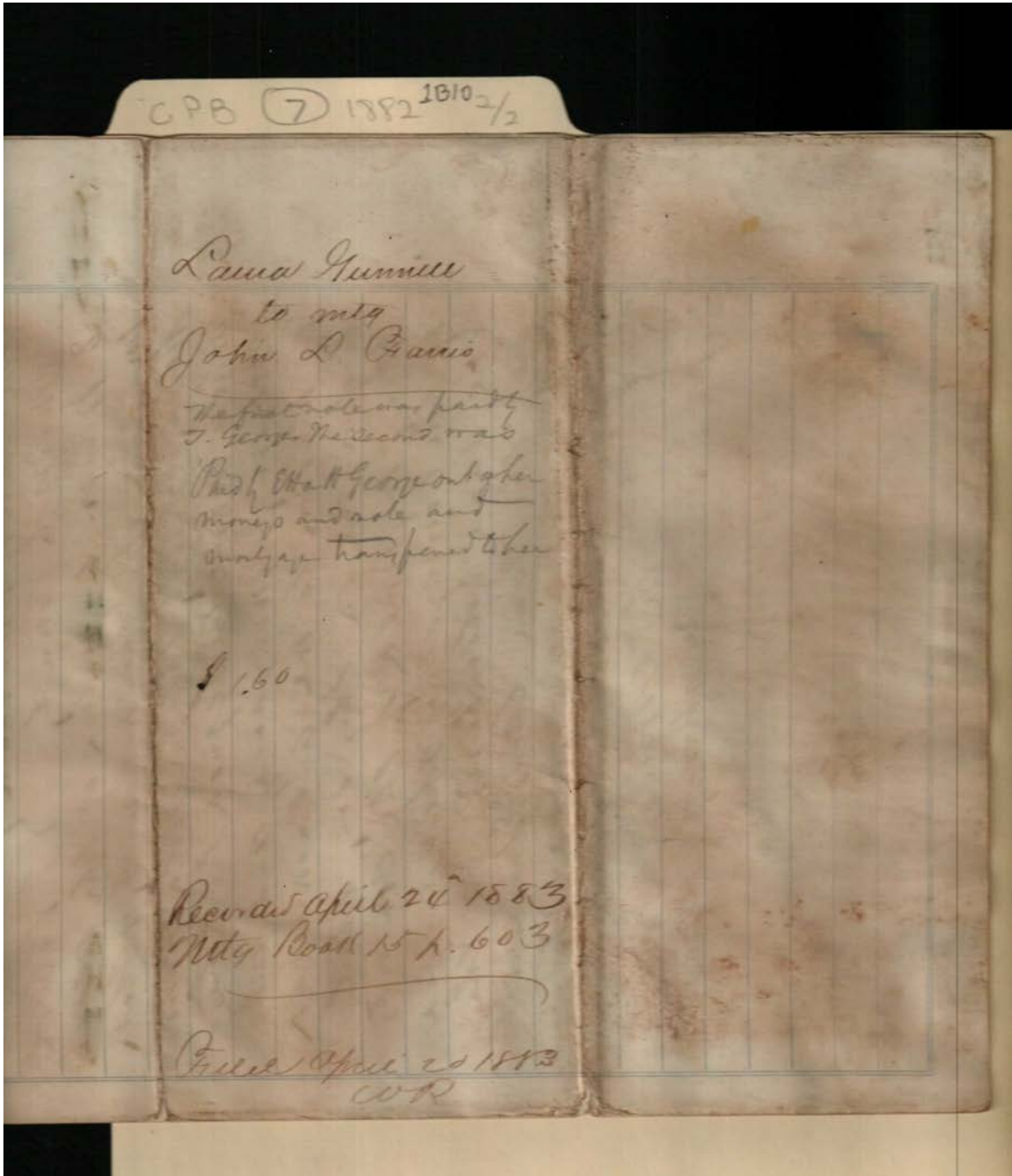
Pulley,
 Spragins, J. R.
 Ward, E. T.

Types:

account

Dates:

Sep 16, 1882



Names:

Farris, John L.

George, Etta H.

George, T.

Gunnell, Laura

Types:

memo

CPB 7 1882 1810 1/2

1 The State of Alabama
Madison County } Whereas, on
the 31st day of October 1882,
John L. Farris of said County,
State Contractor in writing,
to sell to Thomas George, likewise
of said County, State, at and
for the sum of five thousand
seven hundred and five
Dollars, the following described
Real Estate Situate in said
County, State; Beginning at the cen-
ter of section one Township 3 Range 1 East,
and running thence South along
the half section line crossing the
Flint River to the South bounde-
ry of said section; thence West along
said South boundary to the centre
of said River, thence Southwardly a-
long the said centre thereof with
its meanderings to the West bounde-
ry of Section 12; thence South along
said bounde-ry to the Southwest corner
of the North West Quarter of the said
Section; thence West along the half
section line to lands of Samuel
Douglas at a point nine chains
East of the centre of Section 11; thence
North to the centre of the highway lead-
ing to the Bee Factory, sixty chains
to the North East corner of said Doug-
las' lands; thence Southwardly
along said highway to the West

Names:

Farris, John L.

George, Thomas

Places:

Madison County, AL

Types:

mortgage

Dates:

Oct 01, 1882

CPB (7) 1792 ¹⁸¹⁰ 1/2

2

bounds of the South East quarter of Section 2; thence North along the said bounds to the center of said section 2; thence East, along the half section line to the East bound thereof; thence North along the section line seven chains ninty four links to former land of Charles Patton; thence North, Eighty four degrees East, 24 Chains, 90 links; thence South 19 1/2 degrees East 36 chains 50 links; thence South 52 degrees East, 13 chains to the half section line; thence along the same East three (3) Chains, 76 links to the place of beginning, excepting two acres thereof heretofore conveyed to Dr Jordan by said John L. Farris, and excepted from the land ~~conveyed~~ ^{sold} by him said Farris to the said Thomas George on the 26th day of October 1882 as aforesaid. And whereas by the terms of said Contract the said George contracted to pay to said Farris on the 1st day of February 1883 the sum of Two thousand and thirty eight 33/100 Dollars; and also contracted to execute to said Farris his two promissory notes each in the sum of Eighteen hundred & thirty three 33/100 Dollars, bearing date February 1st 1883, the one payable February

Names:

Farris, John L.

George, Thomas

Jordan, Dr.

Types:

mortgage

Dates:

Oct 26 1882

CPB ⑦ 1882 1810 1/2

3

This mortgage was made by George Farris to John L. Farris on the 1st day of February 1883. The mortgage was made to secure the payment of two notes of \$1000 each, made by George Farris to John L. Farris on the 1st day of February 1883. The mortgage was made in full satisfaction of the notes.

the 1st 1884, and the other payable
 February, the 1st 1885 with
 interest from date payable annually.
 And whereas it was further
 stipulated in said contract
 that said Farris was on the
 said 1st day of February, 1883,
 to convey by deed the aforesaid
 real estate to the said George
 and on the part of said George
 said contract stipulated that
 when said deed was made
 to him by said Farris, he said
 George was to execute to said
 Farris a mortgage on said
 real estate to secure the payment
 of said two notes. And whereas,
 said contract has been so modified
 by agreement between the said
 Farris and George with my
 approval and consent as to require
 said Farris to execute a deed
 conveying said lands to the
 undersigned instead of to said
 George with the understanding
 and agreement upon my part
 that in consideration whereof
 I was to execute to said
 Farris a mortgage on said
 lands to secure the payment
 of the two notes aforesaid
 of the said George. And
 whereas the said George has

Names:

Farris, John L.

George,

Types:

mortgage

CPB (7) 1882 ^{1010 2/2}

4 His executed his said two notes
 aforesaid, being date February
 1st 1883, and payable to said
 Pump in the sums and at
 the dates herein before recited.
 And whereas said Pump said
 Pump has executed his deed
 to me being date February
 1st 1883, conveying said lands
 to me, in which said conveyance
 his wife did join, and therefore,
 in consideration of the premises
 and in fulfillment of my agree-
 ment aforesaid, I the undersigned
 Laura Gunnell, of said County,
 State of Utah, this day granted
 bargained and sold, and by
 these presents do jointly bargain
 and sell, alien, convey and
 convey unto the said John
 & Philip his heirs, executors,
 administrators and assigns
 the said estate herein before
 particular, set out and
 described, with the tenements,
 hereditaments and appurtenances
 thereto belonging or in any
 wise appertaining. Do here
 by to hold the same in
 fee simple. Nevertheless, this
 conveyance is upon this express
 condition, of the notes of the
 said George, as herein before

Names:

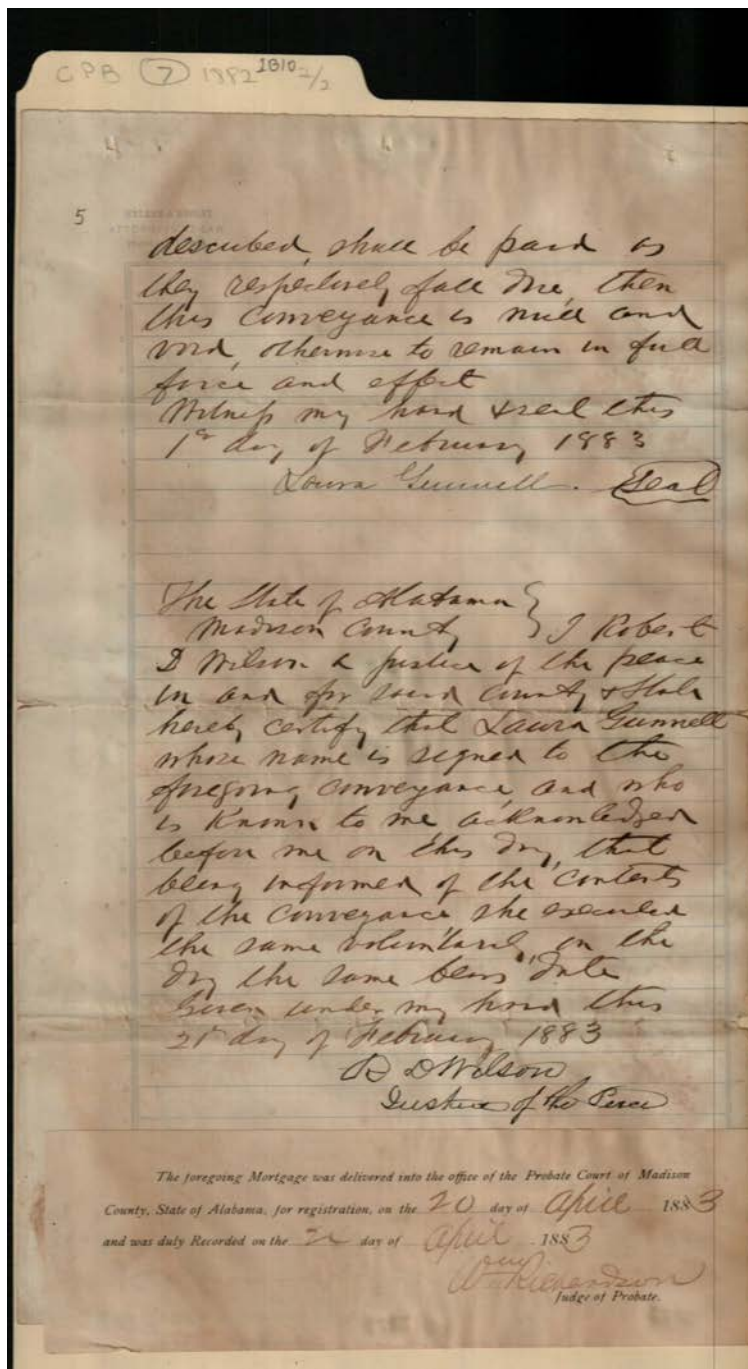
Farris, John L.

George,

Gunnell, Laura

Types:

mortgage



Names:

Gunnell, Laura

Richardson, William

Wilson, Robert D.

Places:

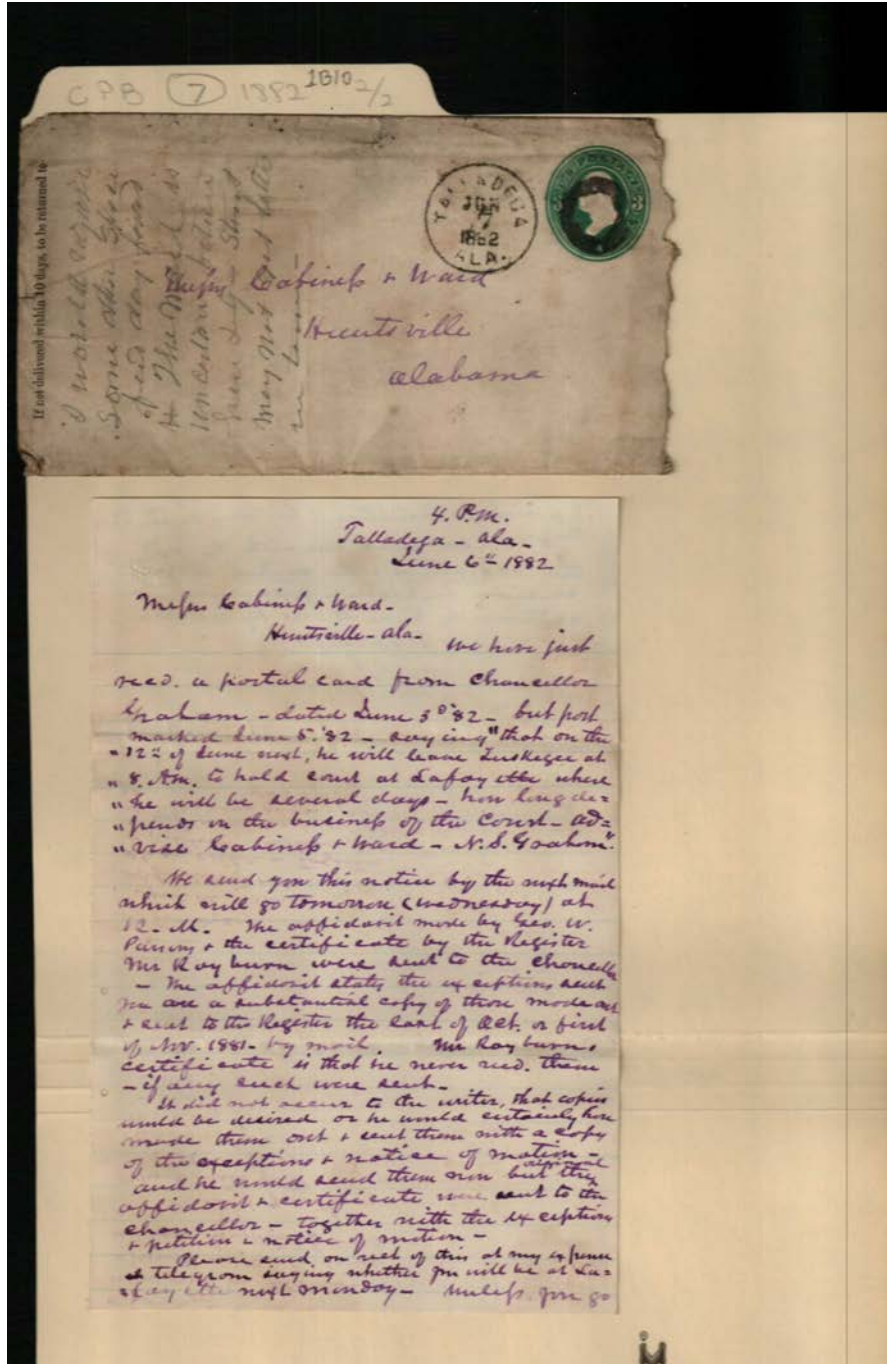
Madison County, AL

Types:

mortgage

Dates:

Apr 30, 1883



Names:

Cabaniss,
Graham, Chancellor

Graham, N. S.
Parsons, George W.

Rayburn,
Ward,

Places:

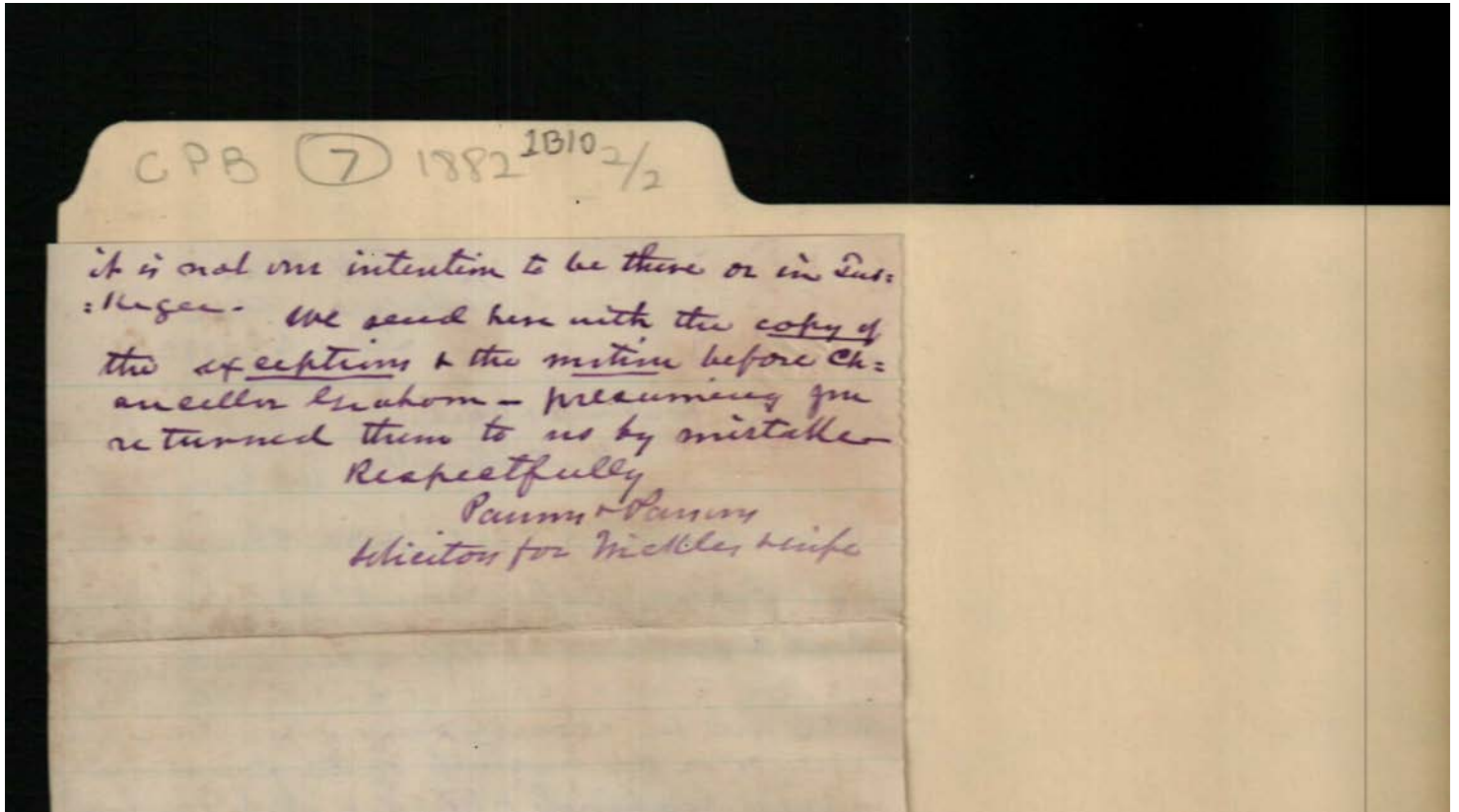
Talladega, AL

Types:

correspondence

Dates:

Jun 06, 1882



Names:

Nickles,

Parsons,

Types:

correspondence

CPB (7) 1882 ¹⁸¹⁰ 2/3

Thomas J. Cochran as trustee et al vs Henry Miller, Richmond Nickles et al. Cause pending in the Chancery Court of Marshall County Ala. on Bill & Croft Bill vs Richmond Nickles & Sarah A. Nickles his wife, who are parties next to the original bill in said cause, and the Comptroller in the Croft Bill & except to the report of the Register in said cause made on January 11. 1881 on the following grounds - viz -

1. Because the report is confined to that portion of the land in controversy purchased by Sarah A. Nickles - about 560 acres - & is silent as to the remainder (about 160 acres) called the homestead tract - which is covered by the deed of trust -
2. Because the report requires the Register to hold a reference on the said report, and that he shall make report of the rental value of the lands in controversy, (160 acres) for 1877 to 1880 inclusive - & no mention is made in said report or account taken of the rental value of the 160 acres, of said tract called the homestead tract - which comprises about one half the tillable land on said 760 acres - & the more valuable half -
3. Because, as to the lands included in the report the Register has taken an ogle of the rents actually received by the trustee for each of the four years named & not of the reasonable value of the rents for each year -
4. Because said report is not made in conformity with the order and decree of the Court -
5. Because said report does not charge the trustee with the rent of all the tillable land on the 760 acres conveyed to him by Miller's deed for 1877 - nor for 1878 - nor for 1879 - nor for 1880 -
6. Because said report does not charge the trustee with the rents for all the lands that he had possession of under the deed of Miller. (for 1877) - nor for 1878 - nor for 1879 - nor for 1880 -
7. Because said report shows that no evidence of the rental value of any of the lands in question, were taken except for the year 1877 - and that evidence was not taken of a portion of the tillable land - (about one half) - & shows that the rents received and not the reasonable rental value -
8. Because the report shows only what the trustee received for the rent of a portion of the tillable land conveyed by Miller to him for the four years

Names:

Cochran, Thomas

Miller, Henry

Nickles, Richmond

Nickles, Sarah A.

Places:

Marshall County, AL

Types:

law suit

CPB ⑦ 1782 ¹⁶¹⁰/_{2/3}

... and not that he should account for as the reasonable rental value of the
 tillable land for the four said years -

9. Because the amount of rents charged against the tenants is greatly
 less than the reasonable rental value of the tillable land now
 owing to him by Miller for each of the four years - 1877 to 1880 - in-
 clusive - Wherefore said Richmond Nickles &
 Sarah A. Nickles pray that said report be not confirmed - but
 be set aside & held for naught - and as in duty bound they
 Pray & Request

Solicitor for Nickles & wife

A Copy of motion to be made before Chancery
 in Alabama, at his office in Lurdessee also, in or say Jun 12. 82

Mrs. J. Cochran Executor ad. in Chancery Court of
 Henry L. Miller - Richmond Nickles & wife
 A. Nickles & wife

Come Richmond Nickles & wife Sarah
 A. Nickles, who are parties to the bill & cope bill in the above named
 cause & more the deed for an extension of the time within which they
 may file exceptions to the report of the Register taken in said cause
 on January 11. 1882 for leave to now file their exceptions thereto - the
 exceptions now offered being a substantial copy of the same which
 were prepared for them and lost in some way to them in the mean
 - and they offer and make part of this motion, as through here
 set out at length the accompanying affidavit by George
 W. Parsons and certificate of Samuel K. Rayburn
 showing the loss of their original exceptions

Parsons & Parsons
 Solicitors for Nickles & wife

Removal June 2. 1882. without any affidavit or
 Certificate or copy of either accompanying
 this copy of motion to be made.

Cabaniss & Ward Att. for Complaint

Names:

Cabaniss,
Cochran, Thomas J.
Graham,

Miller, Henry L.
Nickles, Richmond
Nickles, Sarah A.

Parsons,
Parsons, George W.
Rayburn, Samuel K.

Ward,

Places:

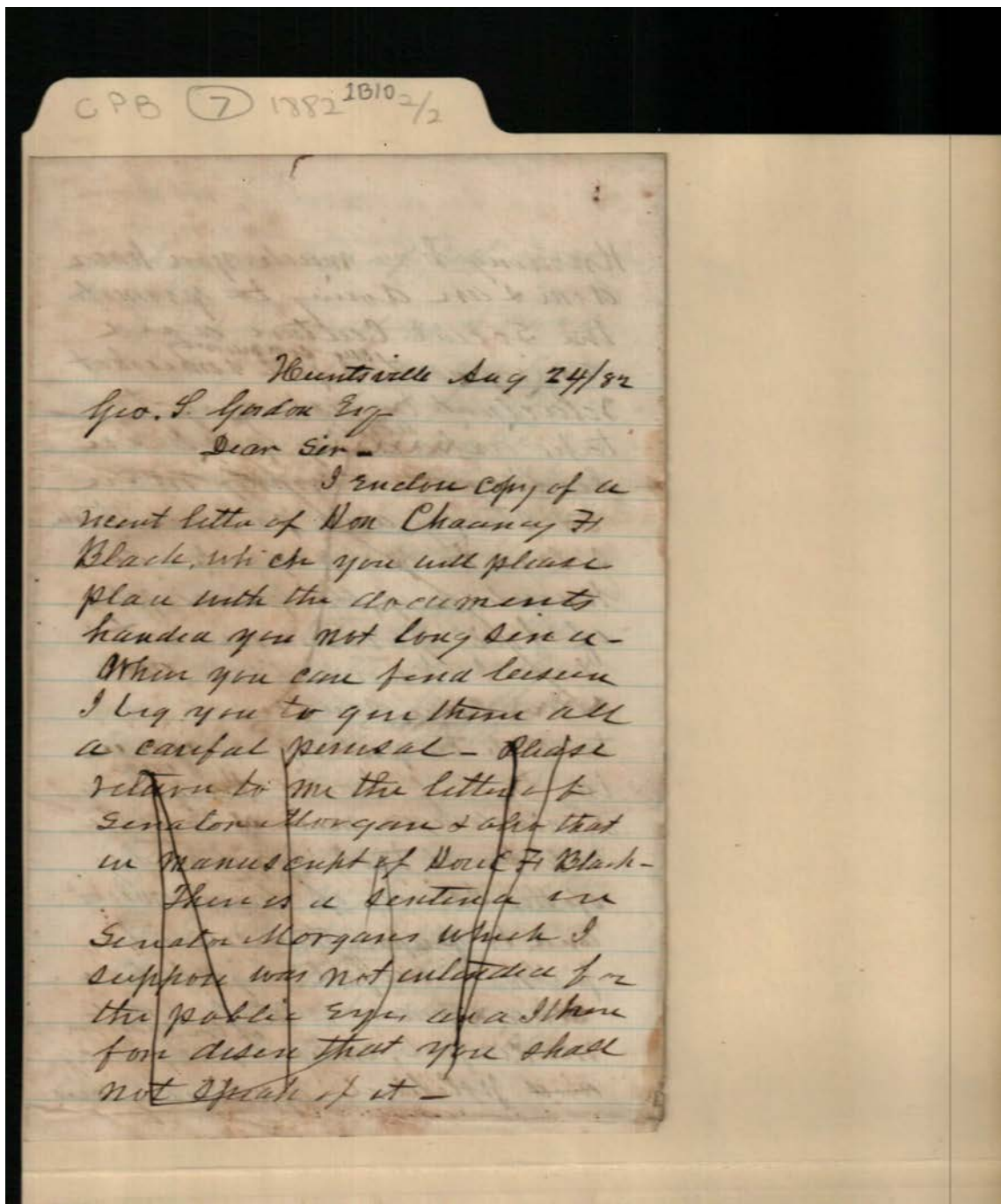
Marshall County, AL

Types:

law suit

Dates:

Jun 02, 1882



Names:

Black, Chauncey F.

Gordon, George S.

Morgan, Senator

Places:

Huntsville, AL

Types:

politics

Dates:

Aug 24, 1882

C.P.B. (7) 1882 1810 2/2

Think for a moment ^{how} ~~and how~~
What a valuable service you
~~can~~ ^{may} render the people of our
County (and also of the State) if
you should get even fifty of
~~the~~ most intelligent & virtuous
of its younger men, band them
together for self instruction and
~~to~~ cordially united, not for their
mere individual advancement
but to promote the welfare &
happiness of this & future
generations of our people -
Let a model Club be organized
here, early this Fall and during
the next year or two, ~~they~~ ~~then~~
it would generate a great
many others in this and
other Counties of the north
Alabama -
You would I trust have the
cordial ~~aid~~ ^{sympathy} ~~sympathy~~ of all
the old men who are capable
of appreciating the ~~importance~~

Types:
politics

C.P.B. (7) 1882 18/10 2/2

the object of the association,
And many of whom would
doubtless contribute towards the
acquisition of a library useful
for such a club; and when
you should think proper to
open your doors to the
for the instruction and
entertainment of the public
I doubt not you would soon
have large and appreciative
audiences -
if similar clubs should
be organized by the Republic
to promote the principles
of any party wave of the Repub
lican or Spunkback party;
Now & then, arrangements
might be made for these a
public discussion, not of men

Types:
politics

but of the conflicting principle
 advocated by the Respective
 Clubs - between members
 & agents of the opposing Clubs -
 It may be best to
 You need not of course
 adopt as a whole the Constitu-
 tution & By-Laws of the York
 Association -
 Some conversing with you
 I have thought of ^{several points} ~~of a number~~
~~of subjects~~ ~~upon which~~
~~some of matters~~ that I would
 be pleased to have you make
 a subject of speech or essays
 and - With your peculiar
 of perception & good memory
 it would ~~be~~ ^{be} ~~of~~ ^{of} ~~great~~ ^{great} ~~value~~ ^{value}
 labor & be productive of
 much good -
 You ~~need~~ ^{need} not of
 course adopt the Constitu-
 & By-Laws of the York Club

The great question is whether
 we shall have a National
 Government of unlimited
 Power - Or a Constitutional
 Government - the limitations
 of which shall be observed -
 Without such observance
 the former ~~is~~ necessary
 An arbitrary government
 of unlimited power necessarily
 exists & ensues -
 If the Constitution is not
 adapted for the promotion
 of the general welfare of
 the people of the States con-
 posing the Federal Union,
 such changes ^{of the Constitution} should
 be advocated as will
 promote such general
 Welfare - But ~~we~~ ^{we} ~~are~~ ^{are} ~~to~~ ^{to} ~~be~~ ^{be} ~~shown~~ ^{shown} ~~in~~ ⁱⁿ ~~the~~ ^{the} ~~sent~~ ^{sent} ~~iment~~ ^{iment} ~~dictated~~ ^{dictated} ~~by~~ ^{by} ~~General~~ ^{General} ~~Washington~~ ^{Washington} that "until change

CPB 7 1882 10/2

Names:
Washington, General

Types:
politics

C.P.B. (7) 1882 1B10 2/2

by an explicit and authentic
act of the whole people
it is sacrosanctly obligatory
upon all" -

It is lamentable true
that a very large ~~portion~~^{portion} of
our people are ignorant of
what is the meaning of the term
Constitutional limitations.
But few of whom have read the
Federal or State Constitutions
& few still understand
them - The slang phrase
of "Bourbonism" tends to
frustrate the ignorant
from a desire to be informed
upon the subject Constitutional
questions, & without it they
cannot be made to grasp
the appreciate the blessings
of a government which
will preserve individual
liberty, ^{promote} good order and
a fair distribution of

Types:
politics

CPB (7) 1882 10/10 2/2

its.
the burden of ~~govern~~
~~ment~~ among its citizens -
I feel ~~confident~~
The desire for a splendid
government, ~~the~~ the instance
of a frugal economical
Federal government, ~~the~~
Corruption resulting, & the
consequent unfair dis-
tribution of its burdens
keeps the great mass of
our people in a state of
poverty & ~~most~~ ^{is fast corrupting them} ~~content~~
to do so - without
a change ~~the~~ corruption
will be ~~the~~ - and
it without ~~the~~ ~~most~~ ~~content~~
The continuance of such
a state of affairs must
result in anarchy or

Types:
politics

or an ^{unwarranted} ~~unwarranted~~ ^{unwarranted} dispute
 plutocracy sustained by
 a large military force
 over a degraded ~~assess~~
~~property~~ ~~the~~ ~~people~~
 or a military simple
 military despotism after
 following a bloody war -
 from the ~~the~~ ~~consequence~~ of which
 the country may not
 recover for centuries -
 In your Club you
 might also discuss such
 with closed or open doors
 as you may deem most
 best ~~for~~ ~~the~~ ~~people~~, such ^{such} ~~measures~~ of
 state or ~~national~~ ~~legislation~~
 law as may ~~be~~ ~~required~~
~~as~~ as the public
 good may seem to
 require -

Think Clubs ^{might} ~~should~~ soon
 create such a sentiment
 as would tend to prevent
 an ignorant ~~from~~
 such kinds of ignorant
 & unfit candidates for
 office as we have been
 afflicted with in the
 past ~~and~~
 I hope you will

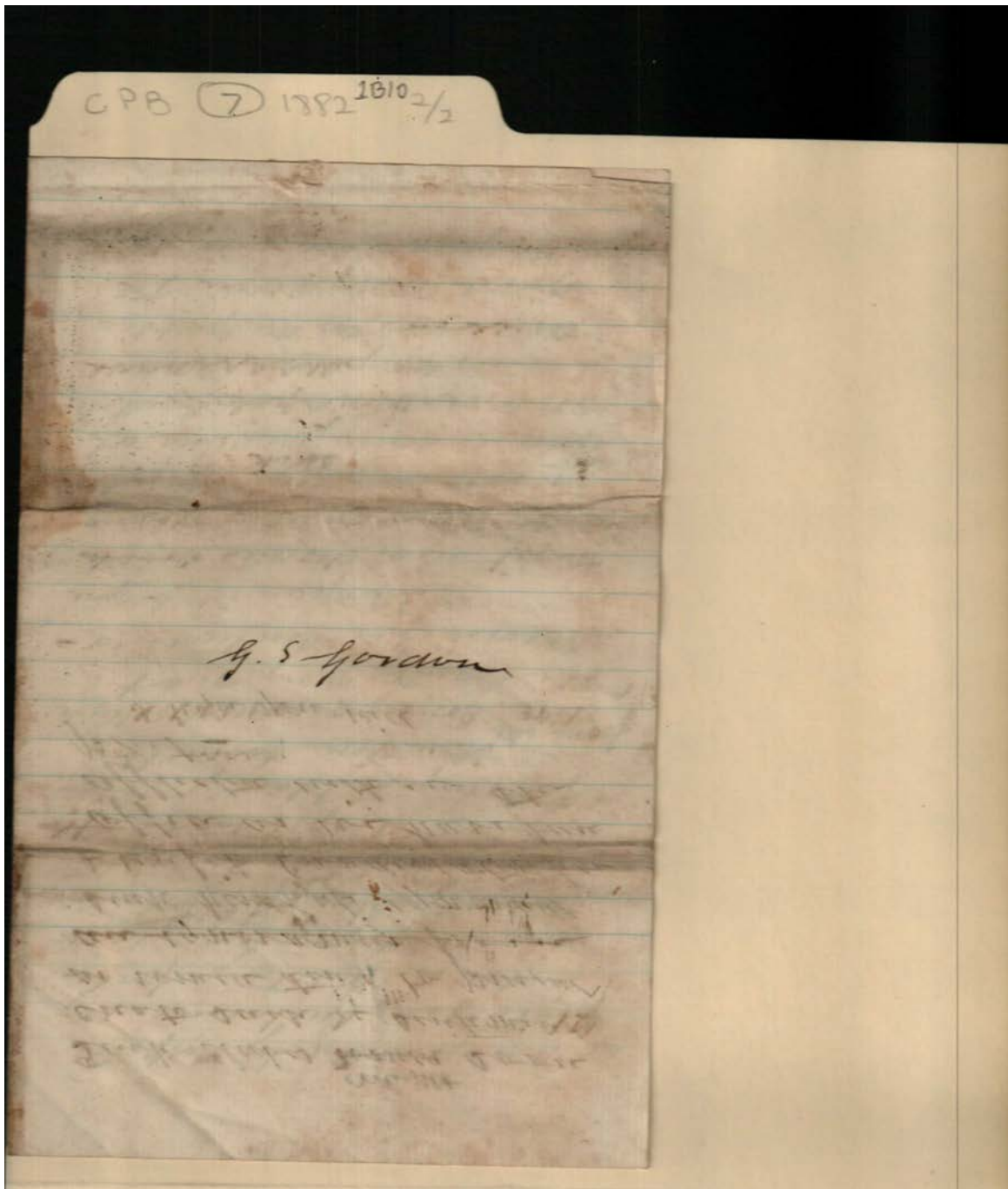
CPB 7 1882 1882-2/

Types:
politics

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 10, Folder 7

Legal and court documents, 1882 (2 of 2)

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Names:

Gordon, G. S.

Types:

memo

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 10, Folder 7
Legal and court documents, 1882 (2 of 2)

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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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