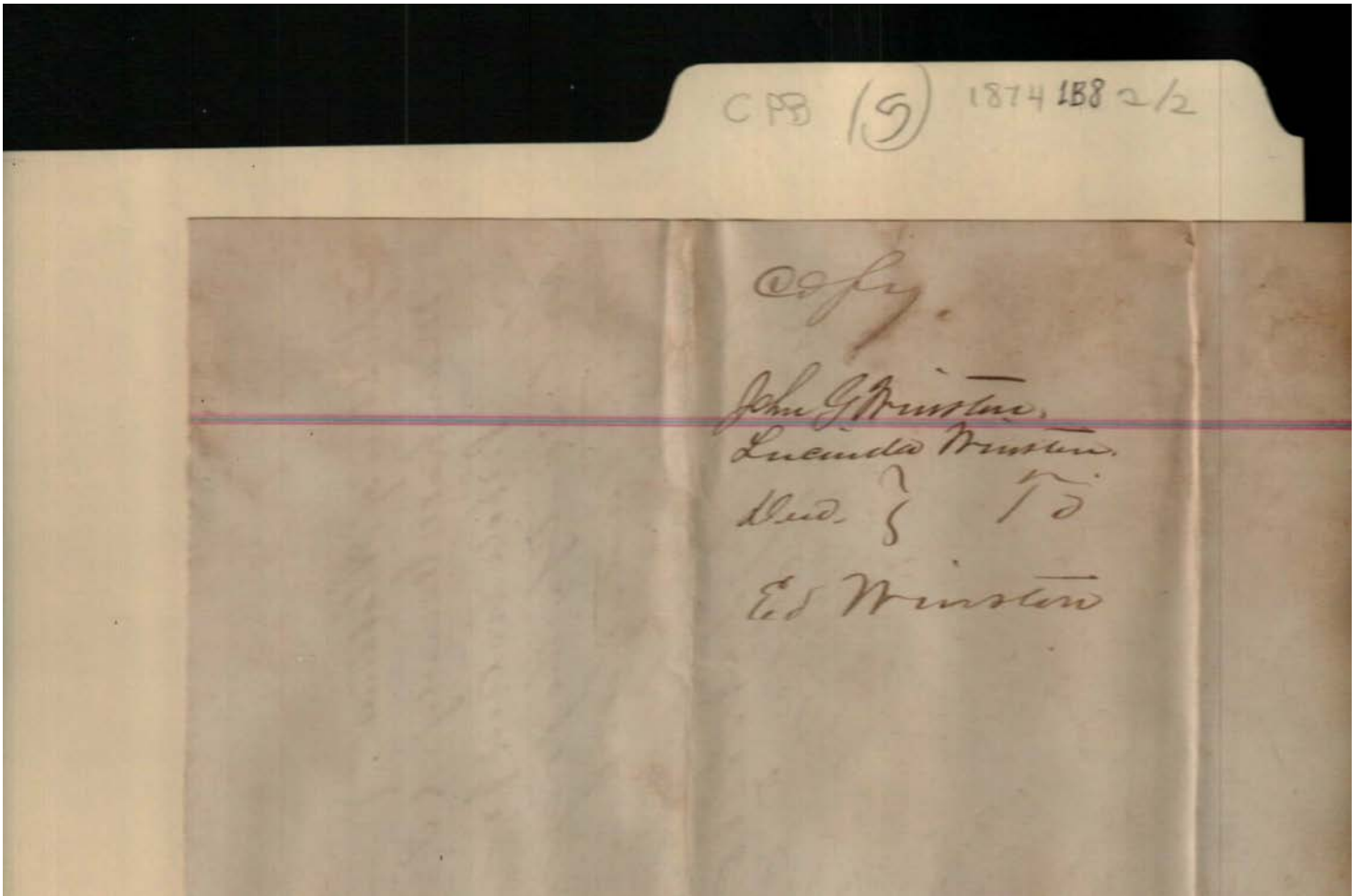


Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 8, Folder 5

Legal and court documents, 1874 (2 of 2)

Image 1 r01b08-05-000-0001 [Contents](#) [Index](#) [About](#)



**Names:**

Winston, Ed

Winston, John G.

Winston, Lucinda

**Types:**

memo

CFB (9) 1874 183 2/2

This indenture made the 26<sup>th</sup> day May A.D. 1874  
 between John G. Winston & his wife Lucinda Winston  
 of Marshall County Alabama of the first part  
 and Edward Winston of the second part. It is recited  
 that the party of the first part in consideration of the  
 sum of thirty-two hundred forty dollars to them  
 in hand paid by the party of the second part  
 the receipt whereof is hereby acknowledged both  
 hereby ~~transferred~~ part for gain Bell and Conroy  
 unto the said party of the second part the following  
 real estate to wit: The South west quarter of  
 the South East quarter about three acres  
 off of the North west quarter of the South East  
 quarter that is all the land on the South of  
 the Spring branch running from P. M. Hasis  
 in section one, the west half of the North East  
 quarter, the East half of the North west quarter  
 the North west quarter of the South East quarter  
 and all that part of the South west quarter  
 of the North west quarter lying North of  
 the branch running from W. Greiggs land  
 supposed to be about twenty acres in section  
 two in all in Township seven of Range four  
 the South East quarter of the North East quarter  
 in section eight Township seven of Range five  
 I sell all the above land to Edward Winston  
 except the mill race and five feet of land on  
 each side of said race which runs clear through  
 said land above named, the above land to wit

**Names:**

Davis, P. M.

Winston, Ed

Winston, John G.

Winston, Lucinda

**Types:**

deed

**Dates:**

May 26, 1874

CPB (9) 1874 153 2/2

Marshall County Alabama, the following  
land which is in Jackson County, Alabama  
the North East quarter of the North East quarter  
in section twenty two, the South half of the  
South East quarter in section fifteen in  
Township 12 Range five in all making  
Three Hundred & Eighty three acres more  
or less and the party of the first part with  
forever warrant and defend the title to the  
same to the said party of the second part  
and to his representatives and assigns from  
every lawful claim whatever, in testimony  
whereof the party of the first part have signed  
sealed their presents on the day above written;  
Signed sealed and delivered in presence of  
the presence of } John G. Winston Seal  
} Lucinda Winston Seal  
James W. Martin  
Thomas B. Findley

The State of Alabama, } I Thomas B. Findley a  
Marshall County, Justice of the peace for said  
County hereby Certify that John G. Winston and Lucinda  
Winston whose names are signed to the foregoing  
~~to the foregoing conveyance~~, and who are known  
to me acknowledged before me on this day  
that being informed of the contents of the con-  
veyance, they executed the same voluntarily on  
the day the same here date, Given under my  
hand this 26, day May, A.D. 1874.  
Thomas B. Findley  
J.P.

**Names:**

Findley, Thomas B.

Martin, James W.

Winston, John G.

Winston, Lucinda

**Places:**

Marshall County, AL

**Types:**

deed

**Dates:**

May 26, 1874

CPB (9) 1874 188 2/2

The State of Alabama )  
Marshall County, S J. A. Street Judge of  
Probate in and for said County and State  
hereby certify the foregoing conveyance &  
certificate of acknowledgment was  
filed in this Office for record  
the 1<sup>st</sup> day of Nov 1880 and duly  
recorded the 4<sup>th</sup> day of Nov 1880 in  
Book "M." of said pages 686 & 7.

J. A. Street  
Judge of Probate

Copy taken by notice from  
the record, March 5<sup>th</sup> 1886

**Names:**

Street, T. A., Judge

**Places:**

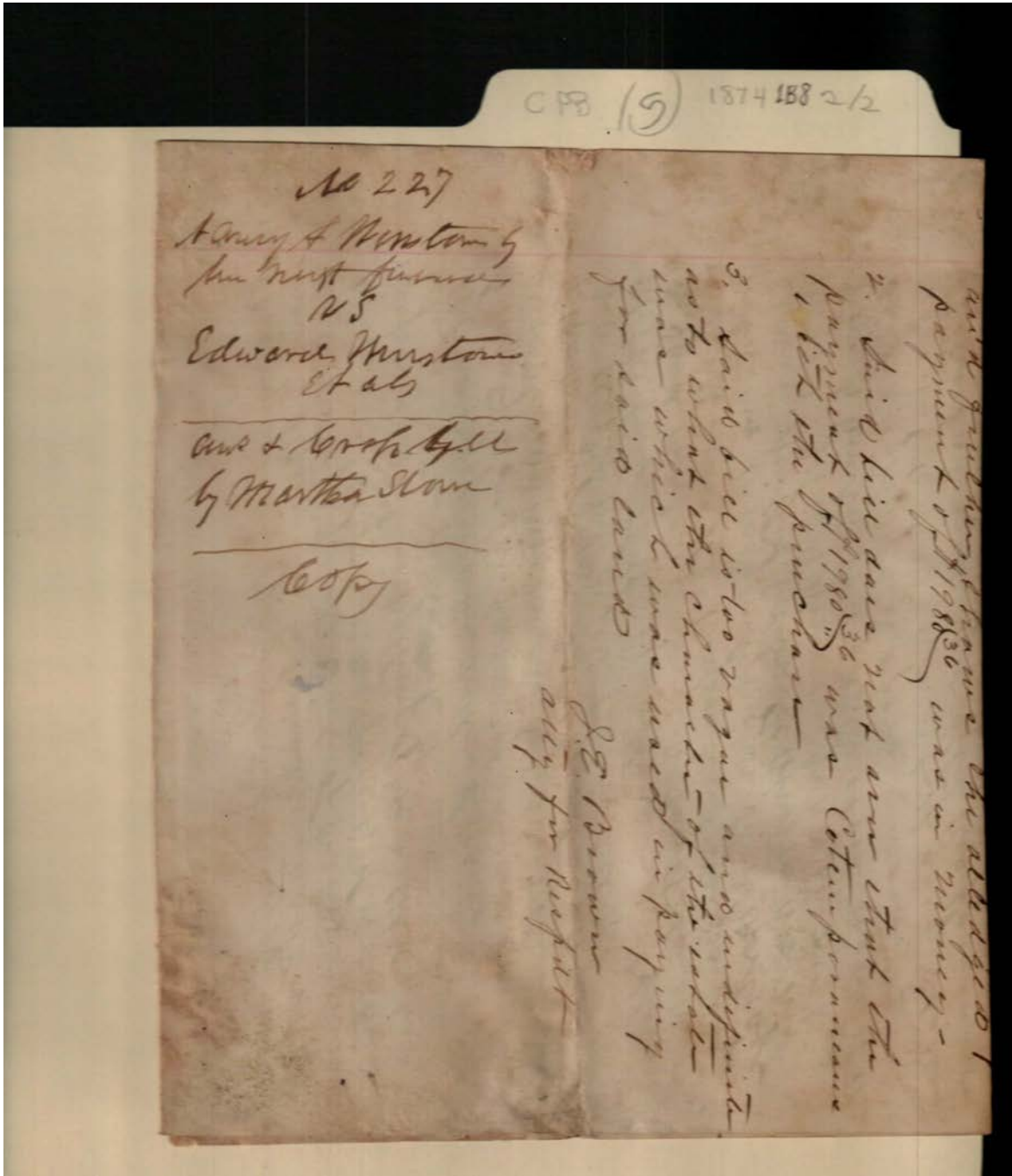
Marshall County, AL

**Types:**

legal report

**Dates:**

Nov 04, 1880



**Names:**

Brown, J. E.

Stone, Martha

Winston, Edward

Winston, Nancy A.

**Types:**

memo

CFB (9) 1874 188 2/2

In Chancery at Guntersville in Marshall  
County Alabama  
Edward Winston by  
next friend  
Edwards Winston Et als } Com, the defend  
ant Martha Stone  
and for separate  
answer to the bill  
of Complaint filed against her and others

1 For answer to Section one Respondant admits  
the agreement as to marriage and residence  
Respondant has no personal knowledge as to the  
Separate Estate of Compliment but upon infor-  
mation which she believes to be true she denies  
that Compliment paid at any time a certain  
Separate Estate of real and personal property  
Respondant avers that said allegation is untrue  
and she demands proof of the character and  
amount of such estate and from whom  
received

2 In answer to the second paragraph Respondant  
admits the purchase of said land and the  
execution of said conveyance and that the  
bill is a correct copy thereof but she does not  
admit the correctness of the consideration therein  
expressed, she demands proof as to what the  
consideration is, and Respondant claims that  
Compliment paid out of means belonging to her  
deceased Separate Estate \$1985<sup>00</sup> on the purchase  
money for said land or any other sum and  
Respondant avers that Edward Winston bought  
said land and paid the entire consideration  
therefor out of his own means and paid it at  
and before the execution of said deed of  
conveyance as therein recited

3 Respondant for answer to Section three says that  
she does not know what lien John G. Winston or  
may claim on said land, nor does Respondant  
have any personal knowledge on said  
subject, but she avers on information which she  
believes to be true that the whole of said purchase  
money have been paid & paid by Ed-  
ward Winston

**Names:**

Stone, Martha

Winston, Edward

Winston, Nancy A.

**Places:**

Guntersville, AL

**Types:**

law suit

CFB (9) 1874 188 2/2

4 Respondant avers the statement in paragraph four to be untrue there was such a judgment rendered in the circuit court of Marshall County but the transaction as to said <sup>judgment</sup> was a fraud and a device to use said judgment to protect said debtor. Said debtor furnished the money with which to buy said judgment from A. G. Kirby and it was transferred to F. M. Kirby for their benefit as Respondant is informed and believes because said judgment had no execution then shown at the time Respondant's mortgage was executed and has not had until a recent date in 1880 since 1<sup>st</sup> July 1880

5 Respondant for answer to question five says that it is true that she holds a mortgage of estate (which is County described in Exhibit C) to complainants, full, and it is further true that the same is just due and unpaid with the interest thereon <sup>judgment</sup>

6 Respondant knows nothing of the matter in <sup>mainly</sup> paragraph six but takes it for granted that it is correctly stated.

7 Respondant knows nothing of the matter in paragraph seven but does not deny the matter therein asserted.

8 Respondant denies the statement in paragraph eight no such payment has been made as there alleged to have been made by the use of creating money nor by F. M. Kirby and there is no debt due to John G. Winston or for purchase money. Respondant knows nothing of the alleged judgment of J. T. Mathew and James H. Hoyle and Respondant denies that any part of the Statutory Separate estate of creating was used by Edward Winston in payment for said land. Said Edward Winston was a partner in the mercantile business with John G. Winston or and had means of his own derived from his sale of merchandise & from other sources. The allegations in said

**Names:**

Henry, A. G.  
Kirby, F. M.

Koynes, James W.  
Mathew, J. N.

Winston, John G.

**Types:**

deposition

CFB (5) 1874 188 2/2

Paragraph that Respondant knows of the pay-  
 ment of \$1900<sup>00</sup> which has been made out of  
 the Statutory Separate Estate of Cratix at and  
 before accepting said Mortgage is wholly untrue,  
 Respondant knows nothing of it on the contrary  
 John G. Winston Jr who took the acknowledgment  
 to the Mortgage was the brother of Cratix and John  
 G. Winston Sr the father of Edward Winston  
 and also Cratix know all about the execution  
 of the Mortgage by Edward Winston & wife and  
 know that it was given for borrowed money loaned  
 at the time of the execution and delivery  
 of said Mortgage and notwithstanding  
 they all know that Respondant was parting  
 with her money relying on said Mortgage  
 security. Neither Edward Winston nor his  
 brother John G. Winston Jr nor the father  
 John G. Winston Sr and Cratix none of them  
 said anything nor spoke a word of  
 warning to Respondant of any claim  
 of theirs; and now after Respondant  
 has parted with her money, they all appear  
 on the scene to depine her of her security  
 Respondant used nothing of the alleged  
 lien of John G. Winston Sr, and nothing  
 of the alleged payment by Cratix  
 out of her means nor had no means  
 of knowing and besides she knew no  
 fact or circumstance which was calcu-  
 lated to put her on inquiry when she  
 could have known or faulted out; all  
 the parties selling up claims or liens  
 now were silent then, and encouraging  
 the loan. And Respondant on the  
 day and at the time of the delivery of  
 said Mortgage to her parted with her  
 money relying on said security, and  
 is not not with this court without  
 any warning. Respondant avers  
 that she is an innocent purchaser and  
 without notice or means of notice  
 and entitled to protection against  
 the latent equity of Cratix and the  
 other creditors of Edward Winston

**Names:**

Winston, Edward

Winston, John G., Jr.

**Types:**

deposition



CFR (9) 1874 188 2/2

And she claims protection  
 And having answered respondent prays  
 that her answer may be taken & held as a  
 cross bill against all the defendants  
 named in said original bill that notice  
 may be given them to answer if they desire  
 in accordance with the rules of practice  
 in this honorable court. That on the  
 hearing hereof she may have a decree  
 to ascertain the amount due on said  
 Mortgage and a decree for a foreclosure  
 and sale of the lands described in  
 said Mortgage and a payment thereof  
 and for full and general relief

J. E. Brown  
 atty for Respondent

Respondent interposes the following  
 demurrers

1. Said bill showing that Complainant  
 owned no statutory separate estate  
 except lands and personal property  
 and further shows the alleged  
 payment of 1980<sup>36</sup> was in money -
2. Said bill does not aver that the  
 payment of 1980<sup>36</sup> was contemporaneous  
 with the purchase
3. Said bill is too vague and indefinite  
 as to what the character of the estate  
 was which was used in paying  
 for said land

J. E. Brown  
 atty for Respondent

No 227  
 Stone & Winston  
 for first time  
 Edward Winston  
 et al  
 Ans & cross bill  
 by Martha Stone  
 Copy

**Names:**

Brown, J. E.

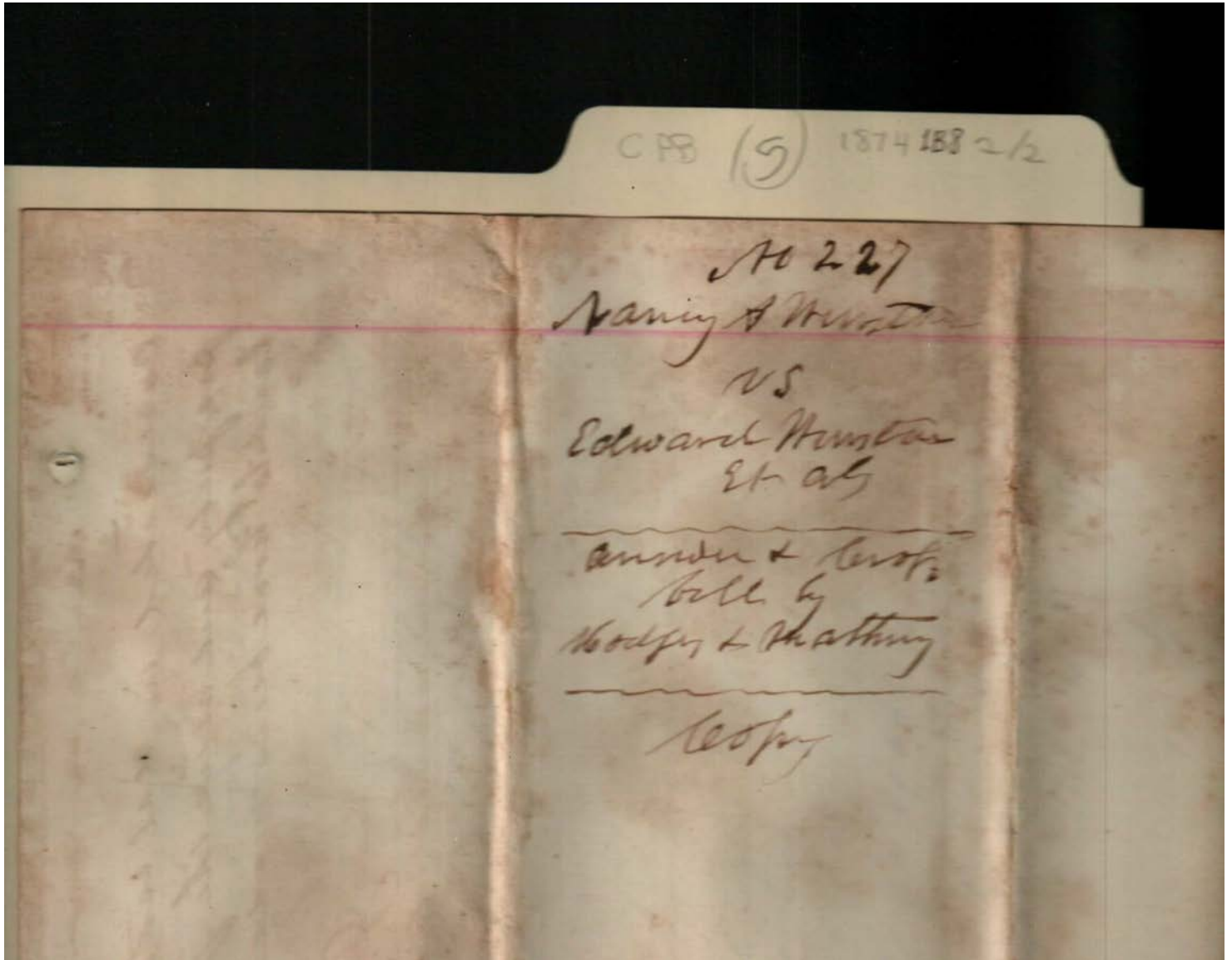
Stone, Martha

Winston, Edward

Winston, Nancy A.

**Types:**

memo



**Names:**

Hodges,

Matheny,

Winston, Edward

Winston, Nancy A.

**Types:**

memo

CPR (9) 1874 188 2/2

In Chancery at Guntersville in  
Marshall County, Alabama

For answer to so much and such  
parts of the Bill of complaint filed in this  
Court by Nancy A. Winston against  
Respondent Et Als, Thos Respondents  
James W. Hodges and Jasper N. Matheny for  
Separate answer say,

1 That they have no knowledge of the  
matter availed in the first paragraph of  
Complainant's bill but they deny upon  
information which they believe to  
be true that complainant was had  
any statutory separate estate consisting  
of lands and personal property, or any  
other species of property - and they  
demand strict proof of the nature,  
kind and amount of such property,  
and from whose, and to whom Com-  
plainant obtained the same.  
The other averments as to marriage  
and residence are admitted.

2 Respondent admit the sale and  
conveyance of the lands in paragraph  
two recited from John G. Winston Sr  
to Edward Winston and they further  
admit that Exhibit H is a correct copy  
of said conveyance, but Respondents  
do not admit that the consideration  
of said deed is correctly set out.

**Names:**

Hodges, James W.  
Matheny, Jasper N.

Winston, Edward  
Winston, John G., Sr.

Winston, Nancy A.

**Places:**

Guntersville, AL

**Types:**

deposition

CPB (9) 1374 187 2/2

they have no personal knowledge of what the true consideration of said conveyance was, and they demand proof thereof -

Respondents further especially and positively deny that \$1980.<sup>00</sup> of the purchase money due from Edward Winston to John G. Winston was paid with means belonging to Cravins' statutory separate estate, said amount, nor no part thereof was used in making such payment, and respondents deny that any of the statutory estate of complainant was used in paying for said lands. Respondents deny that complainant had any statutory separate estate or that any such estate was used in paying for said land.

Respondents further deny that there is any balance due upon said lands at this date or at the date of said conveyance, and they aver that the whole of the purchase money for said lands, or the consideration whatever it may have been, was paid prior to and at the date of the said conveyance as is therein recited.

3 Respondents are unable to say what John G. Winston may claim as a vendee lien on said lands, but they aver the fact to be that he has no lien on said lands, these respondents aver the facts to be that the consideration

**Names:**

Winston, Edward

Winston, John G.

**Types:**

deposition

CP (9) 1874 188 2/2

for said lands has been fully paid,  
and there is nothing due or owing from  
Edward Winston to John G. Winston as  
purchase money on said lands

4 These Respondents admit the former  
existence of the judgment in favor of  
H. G. Huey against Edward Winston  
and others in the Circuit Court of  
Marshall County, as alleged but they  
deny the assignment of said judgment  
to J. M. Kirby they aver that said transaction  
was a payment of said judgment and  
not an assignment Respondents  
further aver that said judgment  
has been fully paid, and they further  
aver that if they are mistaken then  
they say there is no execution lien  
attaching to said judgment, and  
that there is no such thing in Alabama  
as a judgment lien.

5 Respondents admit the existence of  
Martha Sloan's mortgage and that  
said lien is prior to the execution lien  
of these respondents and superior  
to the lien of Complainants and the  
other creditors of said Edward Winston,  
Respondents also admit that they hold  
and own the judgments in the Circuit  
Court of Marshall County, Alabama as  
stated -

6 Respondents admit that Jasper N.

**Names:**

Henry, A. G.

Kirby, F. M.

Matheny, Jasper N.

Sloan, Martha

Winston, Edward

Winston, John G.

**Types:**

deposition

CFB (9) 1874 188 2/2

Matheny records the judgment as stated, and the correctness of the exhibit of the same, Respondents further say that an execution was issued on the 11<sup>th</sup> day of November 1886 by order of Court on proper affidavit, on said judgment and that execution was issued on said judgment on said day, and delivered to the hands of the Sheriff of Marshall County - Alabama whereby said Matheny had and still holds a lien on the property of the defendant Edward Winston, which is superior to the lien of Complainant if she had a lien

7. Respondents admit that James M. Hodges records the judgment as stated and they further say that an execution was issued on said judgment on the 25 Feb 1886 which execution was on said day placed in the hands of the Sheriff of Marshall County - Alabama which execution is a lien on the property of the defendant Edward Winston Superior to the lien of Complainant or John G Winston or F M Kirby

8. Respondents deny that John G Winston Sr. ever received \$1980<sup>00</sup> from Edward Winston on the purchase money for said lands which belonged to the statutory separate estate of the Complainant and they further deny that he received any

**Names:**

Hodges, James W.

Kirby, F. M.

Matheny, Jasper N.

Winston, Edward

Winston, John G.

Winston, John G., Sr.

**Types:**

deposition

CFR (9) 1874 182 2/2

sum of money which belonged to the  
 Complainant in payment for said lands  
 and they deny that she has any right  
 to charge said lands with any trust  
 as aforesaid and respondents each for  
 themselves severally deny that they  
 had any knowledge, or any means of  
 knowledge that Complainant had  
 any claim upon or interest in said  
 lands or that any part of the statutory  
 separate estate had been used in  
 paying for said land and they deny  
 that they knew any fact calculated  
 to put them upon inquiry from which  
 they might have learned said fact  
 and they each for themselves claim  
 to be innocent purchasers having  
 parted with their money and obtained  
 their execution lien without any  
 notice or means of knowledge of the  
 latent equity of Respondent or the  
 other defendants - John G. Winston &  
 F. M. Kirby. And they separately and  
 severally ask that this their money  
 might be taken and red for a crop  
 tide and that the priority of  
 their respective liens may be  
 established and a decree  
 entered for their enforcement  
 according to their priority, that is to  
 say that the mortgage of Martha  
 Sloan may be declared as the  
 first lien that the execution &  
 judgment in favor of James W. Hodges

**Names:**

Hodges, James W.

Kirby, F. M.

Sloan, Martha

Winston, John G.

**Types:**

deposition

CFB (9) 1874 158 2/2

of date Feb 25<sup>th</sup> 1886 may be deemed the second lien and the judgment in favor of Jasper N. Matheny of Feb 27<sup>th</sup> 1886 may be deemed the third lien and that the lands may be sold for the satisfaction of these liens in the order of their priority that Edward Winston John G. Winston Sr and Nancy A. Winston & F. M. Kirby be made parties defendant to this cause bill and that they have proper notice hereof

J. E. Brown  
Solicitor for Respondents

For cause of demurrer Respondents assign.

1. Said bill is too vague and indefinite as to what the statutory separate estate which was used in paying for said land consisted of; as to whether it was money, charge in a claim, or personal property.
2. Said bill is too vague and indefinite as to when said statutory separate estate was used in making said payment on said land; to enable relief to be granted.
3. Said bill does not even state that the statutory separate estate which was used in paying for said land was used contemporaneously with the purchase of said land.
4. Said bill avers that the statutory separate estate of Complacent.

**Names:**

Brown, J. E.

Kirby, F. M.

Matheny, Jasper N.

Winston, Edward

Winston, John G., Sr.

Winston, Nancy A.

**Types:**

deposition



C.P.B. (9) 1874 158 2/2

consisted in real estate and personal  
property and above the payment for said  
land to have been made in money -

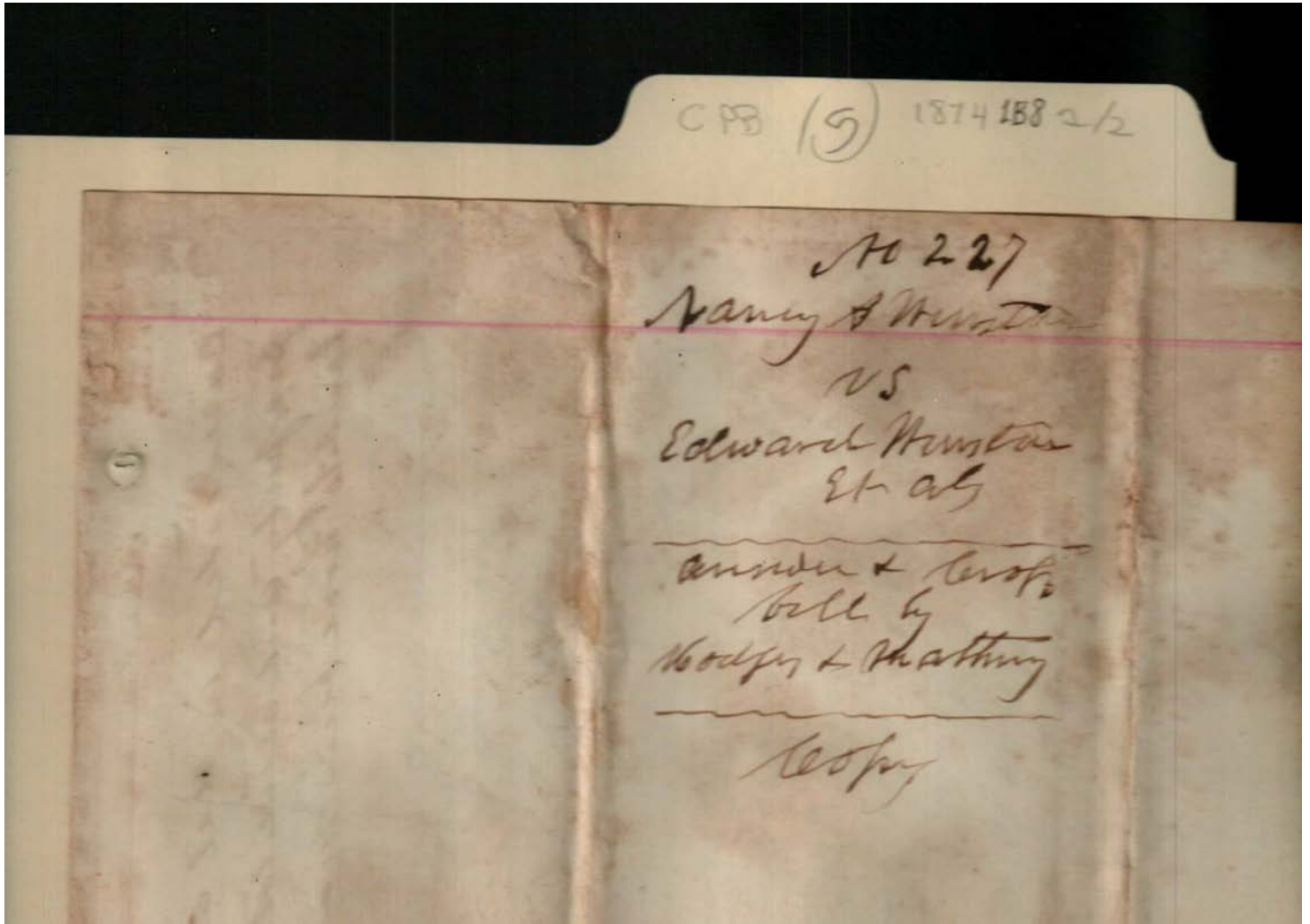
J. E. Brown  
atly for Reist

**Names:**

Brown, J. E.

**Types:**

deposition



**Names:**

Hodges,

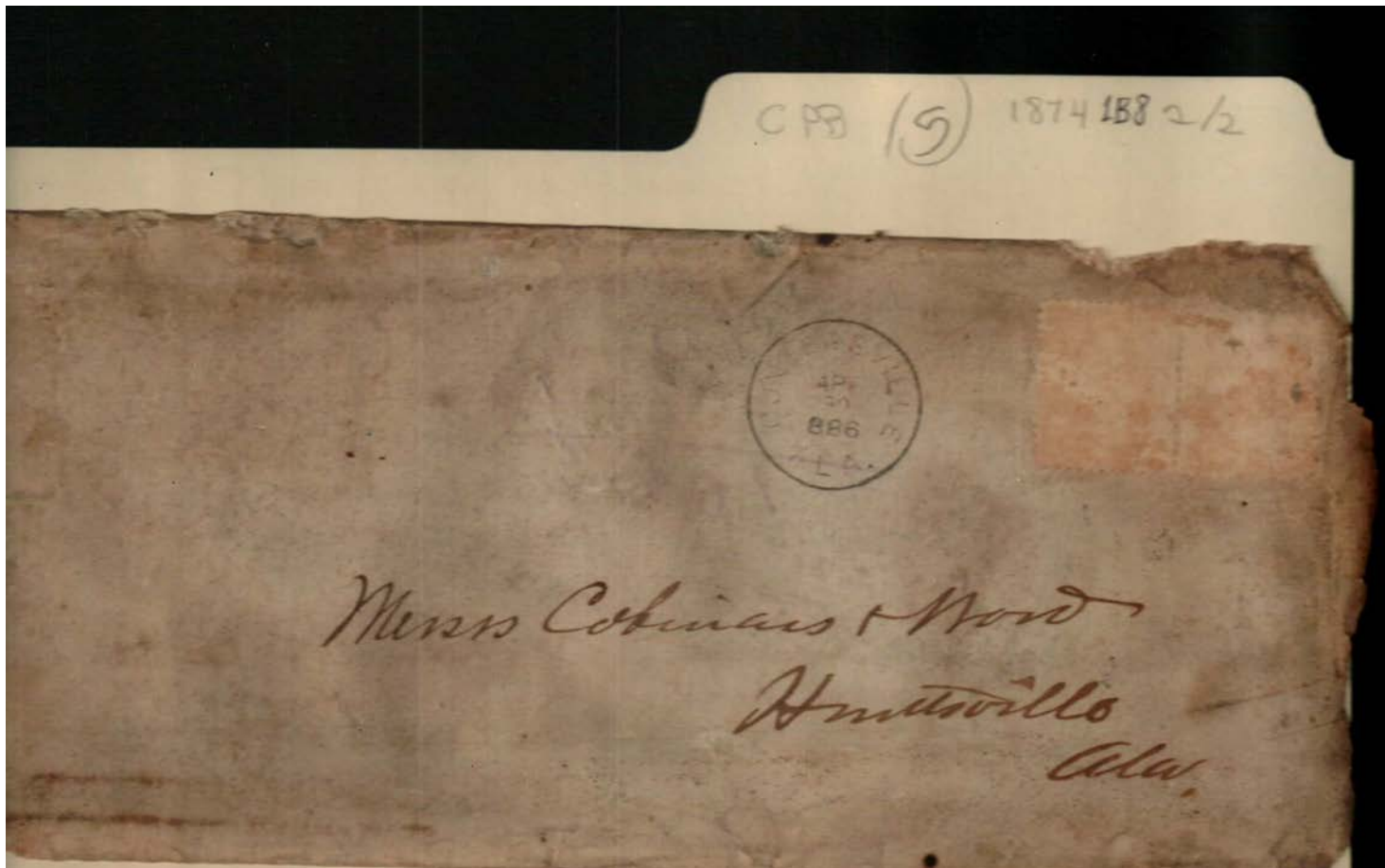
Matheny,

Winston, Edward

Winston, Nancy A.

**Types:**

memo



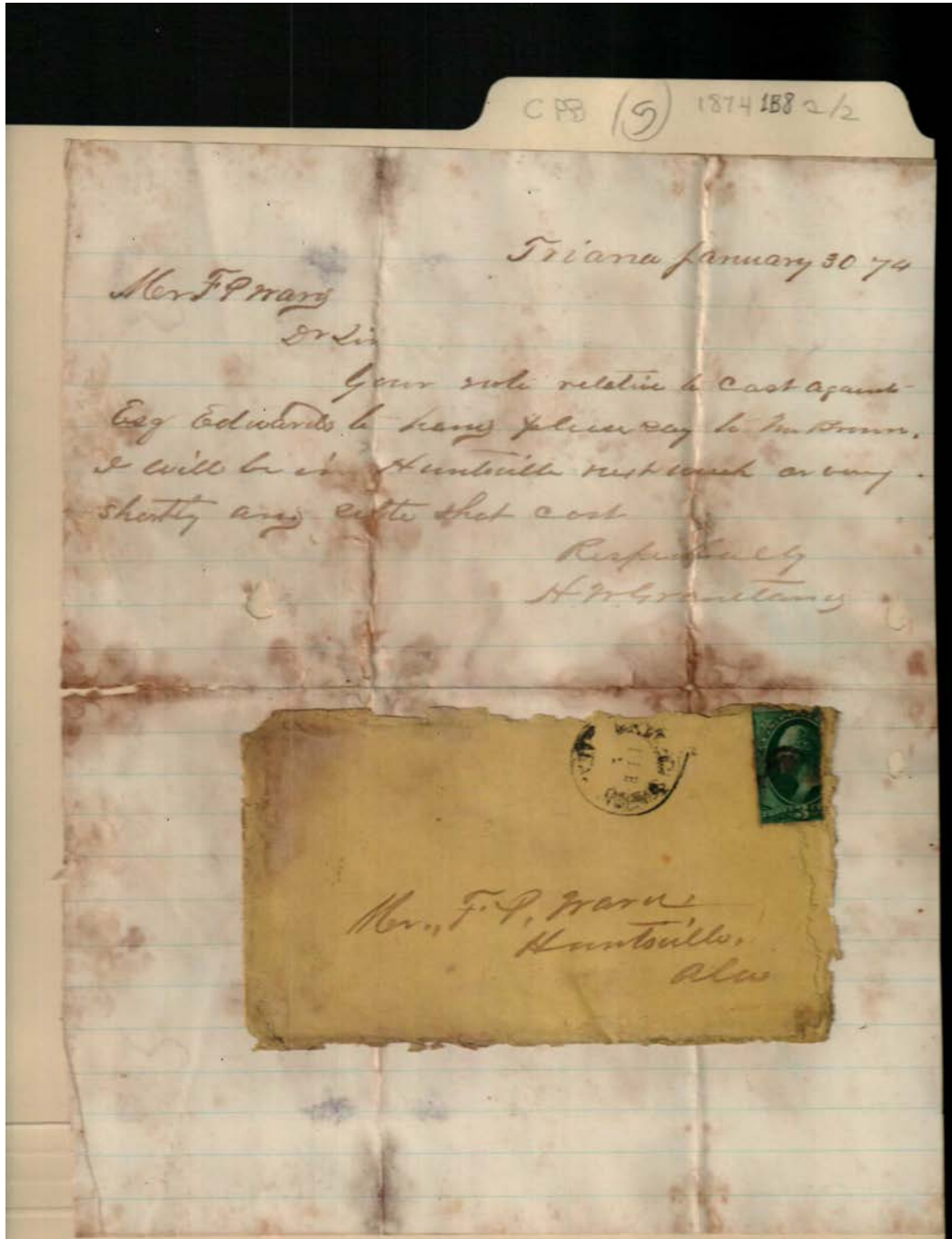
**Names:**

Cabaniss,

Ward,

**Types:**

envelope



**Names:**

Brown,

Edwards,

Grantany, H. W.

Ward, F. P.

**Places:**

Triana, AL

**Types:**

correspondence

**Dates:**

Jan 30, 1874

C PB (9) 1874 1B8 2/2

I see the 11/74 Mr Cabinet  
Cabinet sir I want you to  
see Mr Humes for me and I  
know if he will take an order  
on Mr Bradley for <sup>the</sup> in  
the way of rent on this land  
that I live on and write to  
me tomorrow at Girlyville  
or tank I do not know the  
name of the P.O I will be down  
at Huntsville next week to settle  
the rent and I want to know if  
I am to get the land next year

E. Kenedy  
to Mr  
Cabinet

**Names:**

Bradley,

Humes,

Kenedy, E.

**Places:**

Girlyville,

**Types:**

correspondence

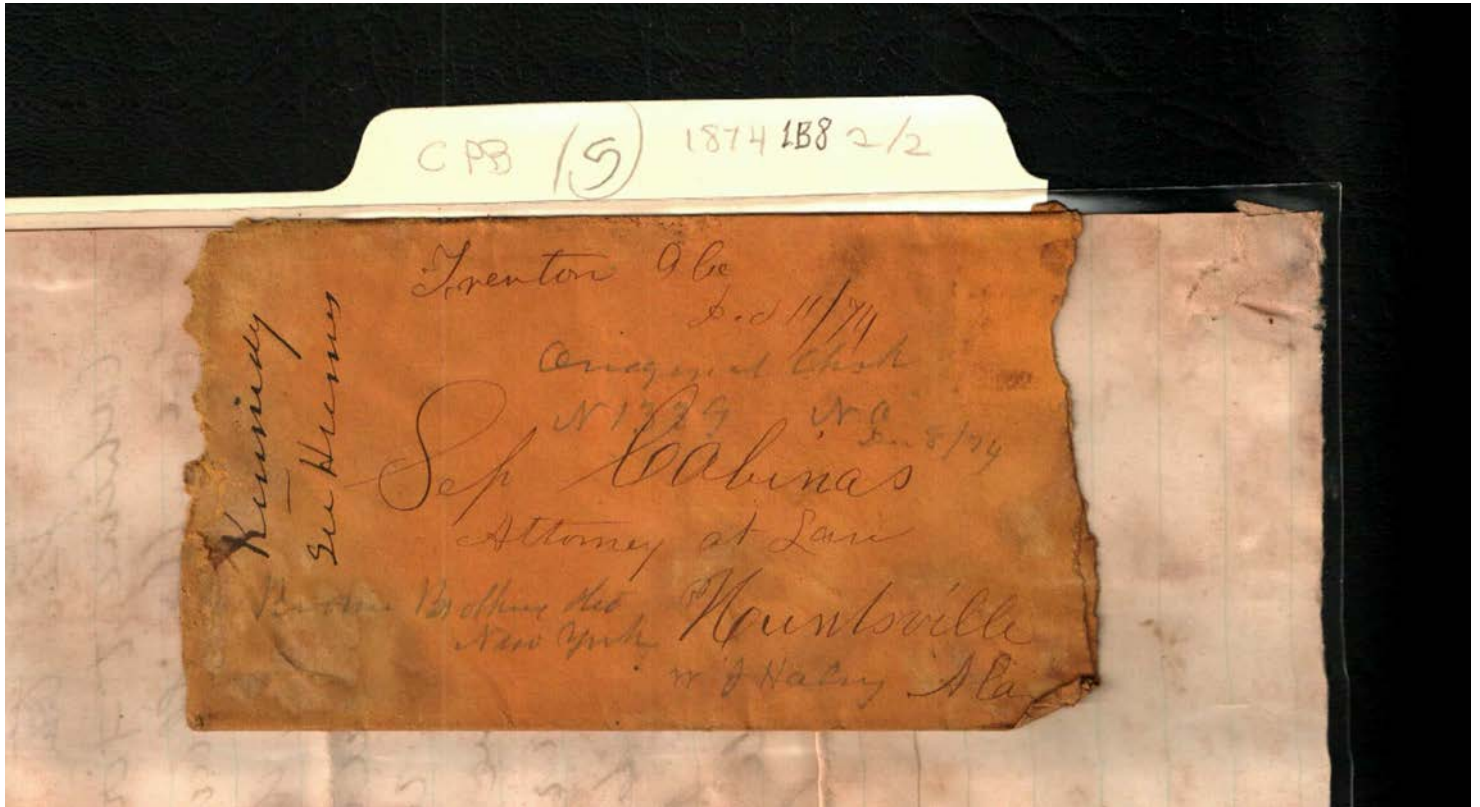
**Dates:**

Dec 11, 1874

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 8, Folder 5

Legal and court documents, 1874 (2 of 2)

Image 22 r01b08-05-000-0022 [Contents](#) [Index](#) [About](#)



**Names:**

Cabinas, Sep

Humes,

Kennedy,

**Places:**

Trenton, AL

**Types:**

memo

**Dates:**

Dec 11, 1874

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 8, Folder 5

Legal and court documents, 1874 (2 of 2)

Image 23 r01b08-05-000-0023 [Contents](#) [Index](#) [About](#)



**Names:**

Murray,

**Places:**

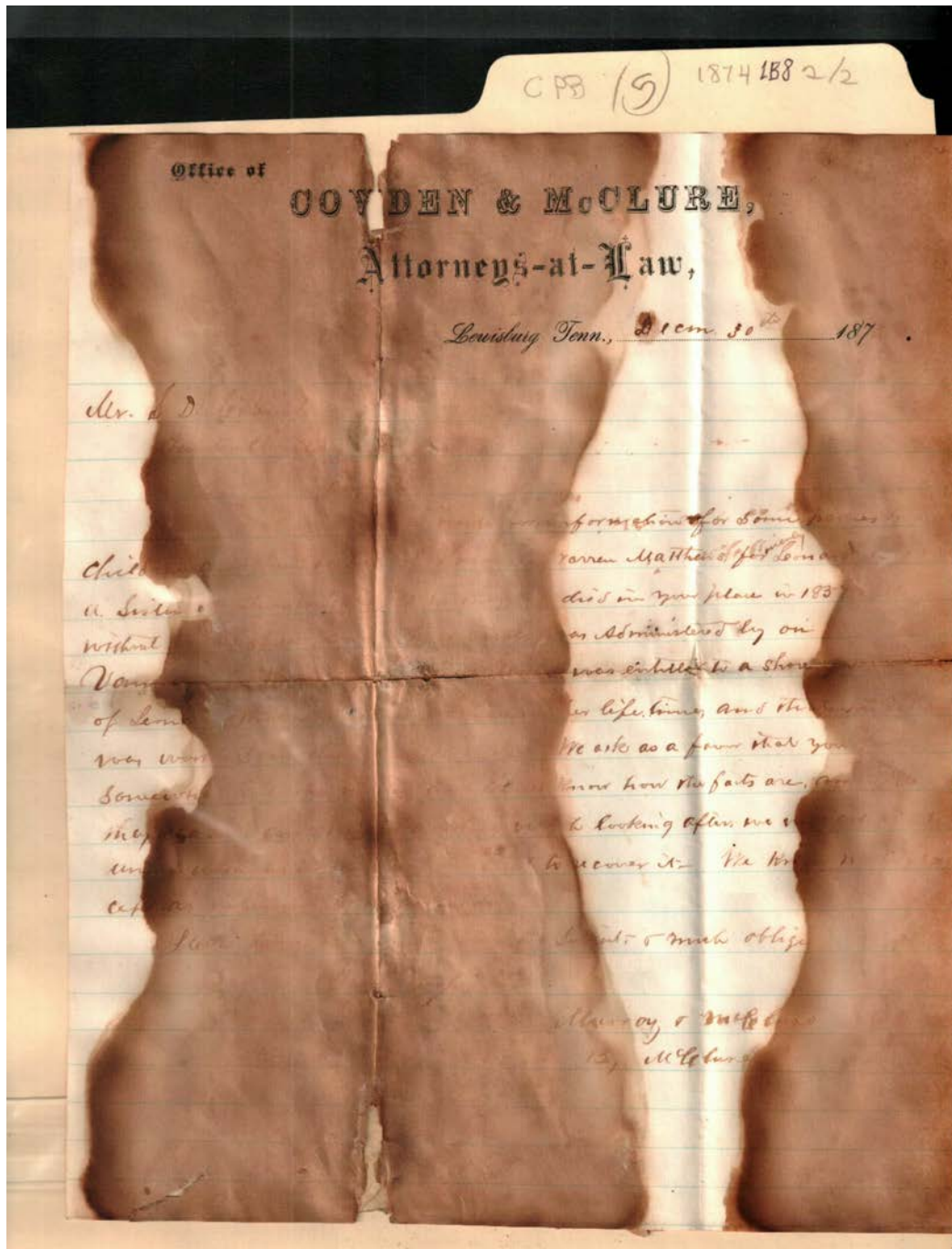
Lewisburg, TN

**Types:**

memo

**Dates:**

Dec 30, 1873



**Names:**

Cabaniss, S. D.  
Covden,

Matthew, Warren  
McClung,

Murray,

**Places:**

Lewisburg, TN

**Types:**

correspondence

**Dates:**

Dec 30, 1873



CFB (9) 1874 188 2/2

State of Alabama  
Madison Co }  
This article of agreement entered into the 20th day of January A.D. one thousand eight hundred & seventy four. (1874) between Tom Smith lease of Huntsville store of the first part and Morris Cabaniss of the second part both of the County & State of said. witnesses: That the said party of the first part, for and in consideration of the sum of Four Hundred Dollars, to be paid in monthly installments of Thirty <sup>30</sup> per month commencing on July 1st 1874, and ending on 1st day of January 1875. has leased & unto ceded the parties of the second part the store room now occupied by them as a book store for the space of twelve months from the first day of January 1874. The parties of the second part hereby bind themselves to promptly pay the rent as above specified when due, It is further agreed and understood between the parties to this instrument that the parties of the second part shall have the right to enter the lease upon the same terms now agreed, for the term of two years from the first day of January 1874. Witness the hands of the parties of the first

**Names:**

Cabaniss,

Morris,

Smith, Tom

**Places:**

Madison County, AL

**Types:**

agreement

**Dates:**

Jan 20, 1874

CPB (9) 1874 188 2/2

State of Alabama  
Madison Co

These articles of agreement entered into the 20th day of January A.D. one thousand eight hundred & seventy four (1874) between Tom Smith lessee of Knoxville Hotel of the first part and Morris Ed Cabaniss of the second part both of the County & State aforesaid, witnesses; That the said parties of the first part, for and in consideration of the sum of Four Hundred Dollars, to be paid in monthly installments of Thirty <sup>30</sup> in 12 months commencing on July 1st 1874, and ending on the 1st day of July 1875, have leased & unto ceded the parties of the second part, the store room now occupied by them as a book store for the space of twelve months from the first day of July 1874. The parties of the second part hereby bind themselves to promptly pay the rent as above specified when due, It is further agreed and understood between the parties to this instrument that the parties of the second part shall have the right to enter the lease upon the same terms now agreed, for the term of two years from the first day of July 1874 by giving the parties of the first

**Names:**

Cabaniss,

Morris,

Smith, Tom

**Places:**

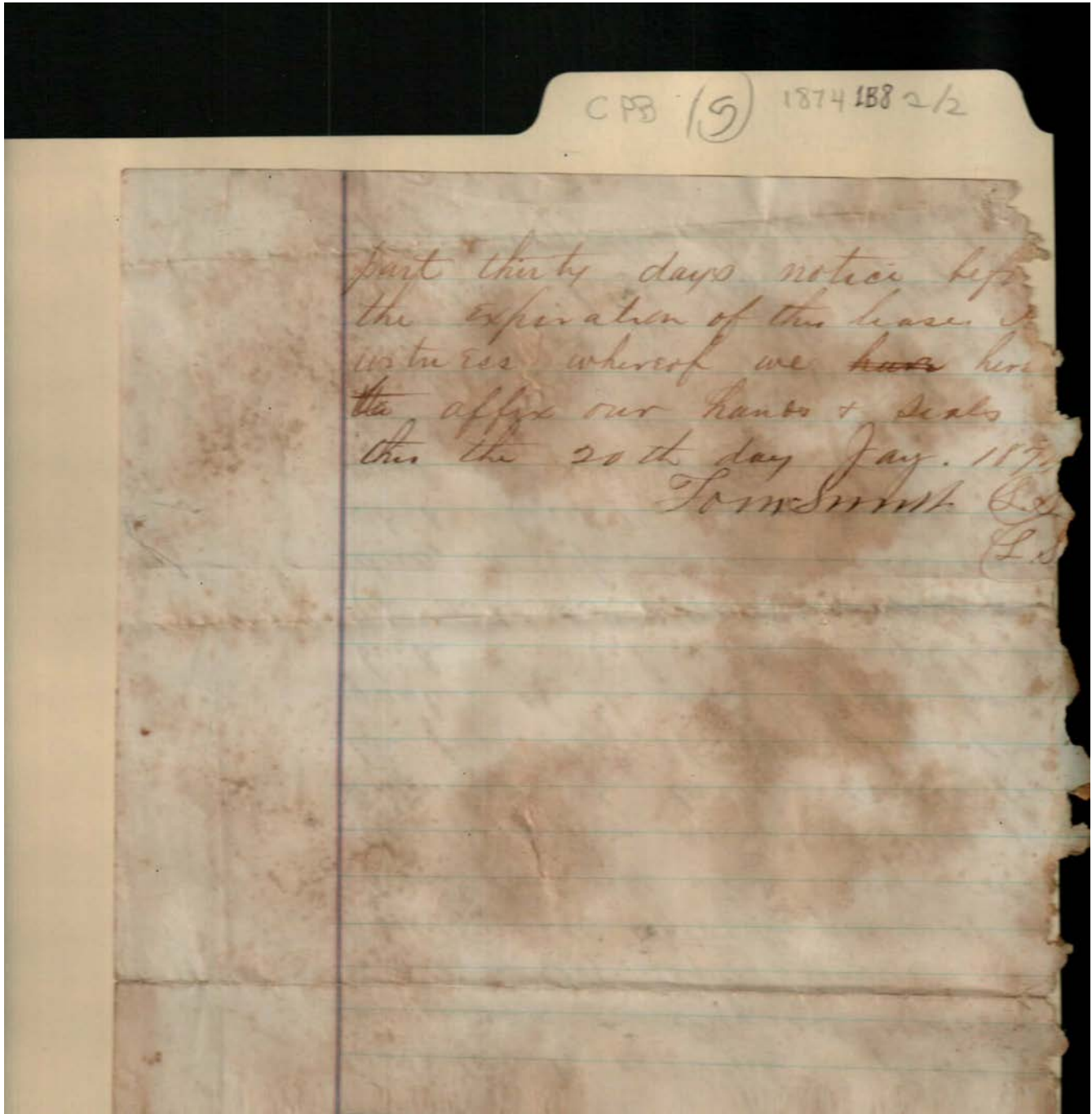
Madison County, AL

**Types:**

agreement

**Dates:**

Jan 20, 1874



**Names:**

Smith, Tom

**Places:**

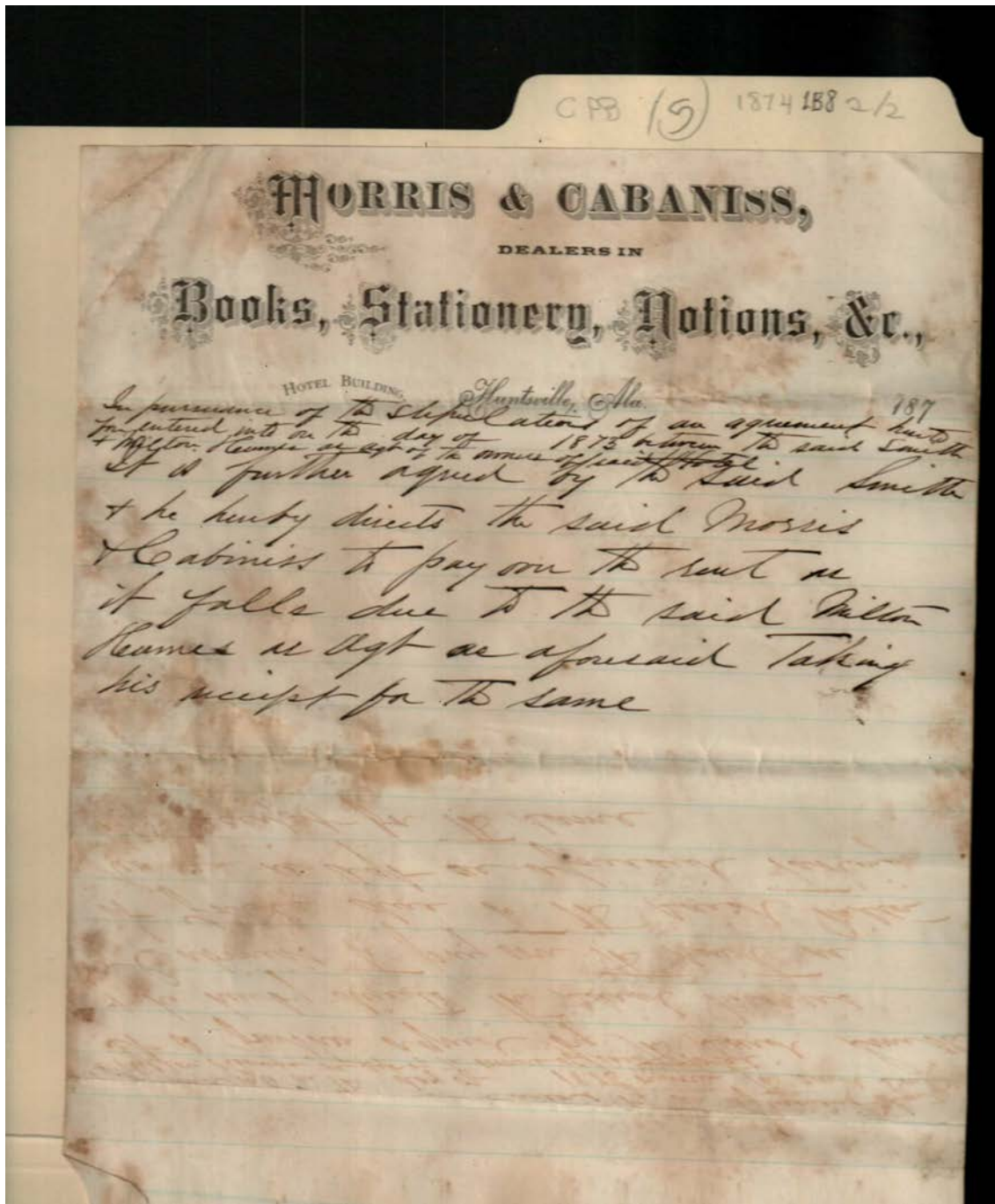
Madison County, AL

**Types:**

agreement

**Dates:**

Jan 20, 1874



**Names:**

Cabaniss,

Humes, Milton

Morris,

Smith, Tom

**Places:**

Huntsville, AL

**Types:**

agreement

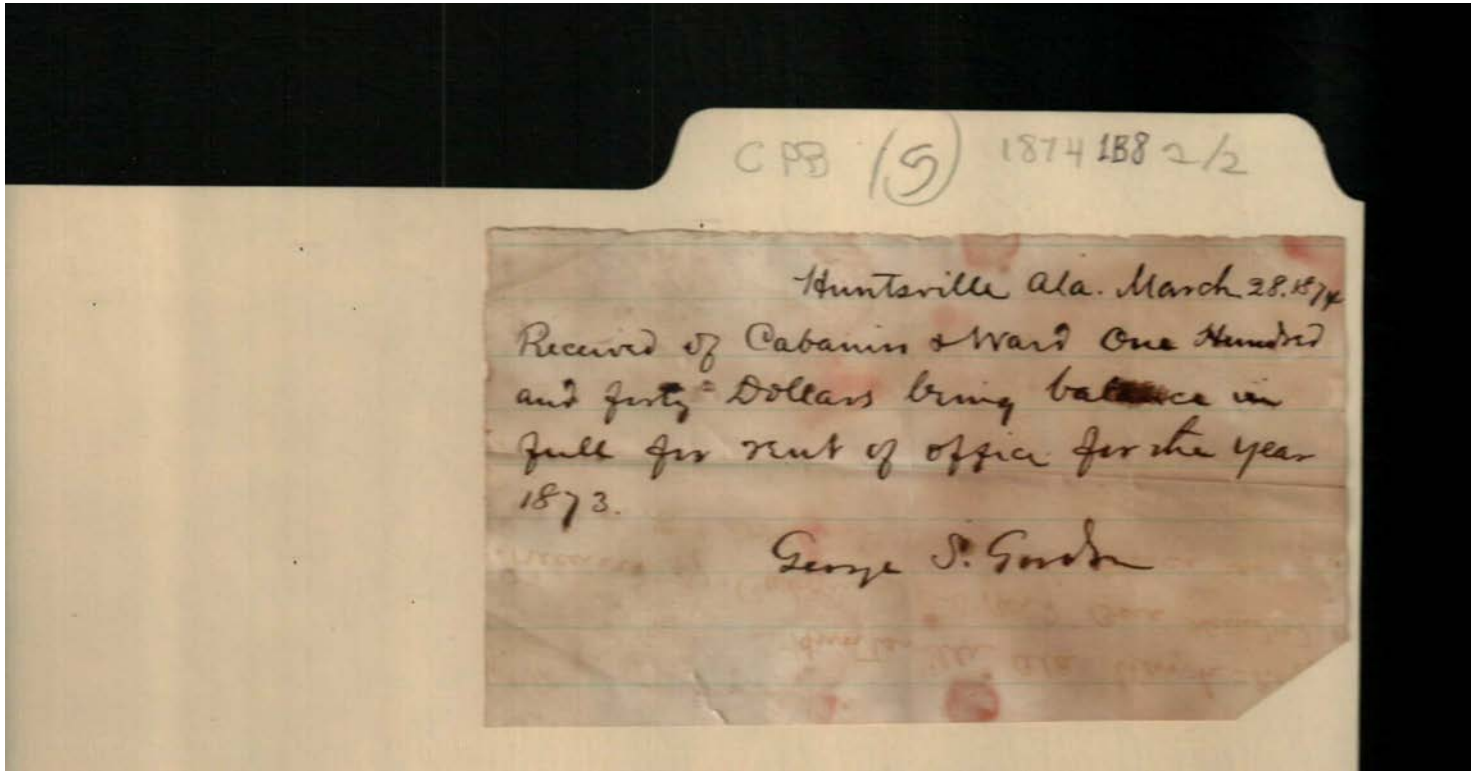
**Dates:**

1873

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 8, Folder 5

Legal and court documents, 1874 (2 of 2)

Image 29 r01b08-05-000-0029 [Contents](#) [Index](#) [About](#)



**Names:**

Cabaniss,

Gordon, George S.

Ward,

**Places:**

Huntsville, AL

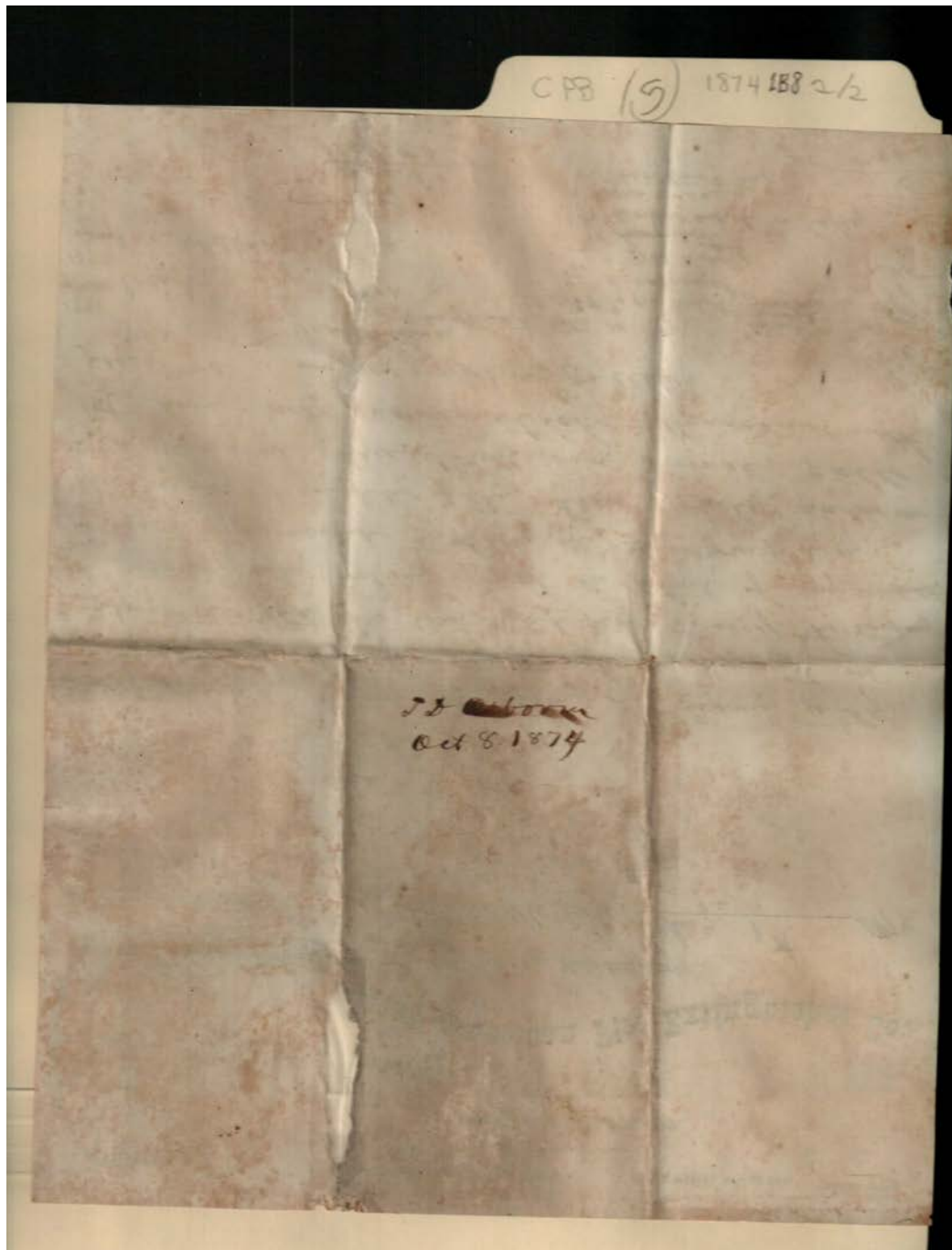
**Types:**

receipt

**Dates:**

Mar 28, 1874





**Names:**

Osborne, J. D.

**Types:**

memo

**Dates:**

Oct 08, 1874

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 8, Folder 5

Legal and court documents, 1874 (2 of 2)

Image 32 r01b08-05-000-0032 [Contents](#) [Index](#) [About](#)



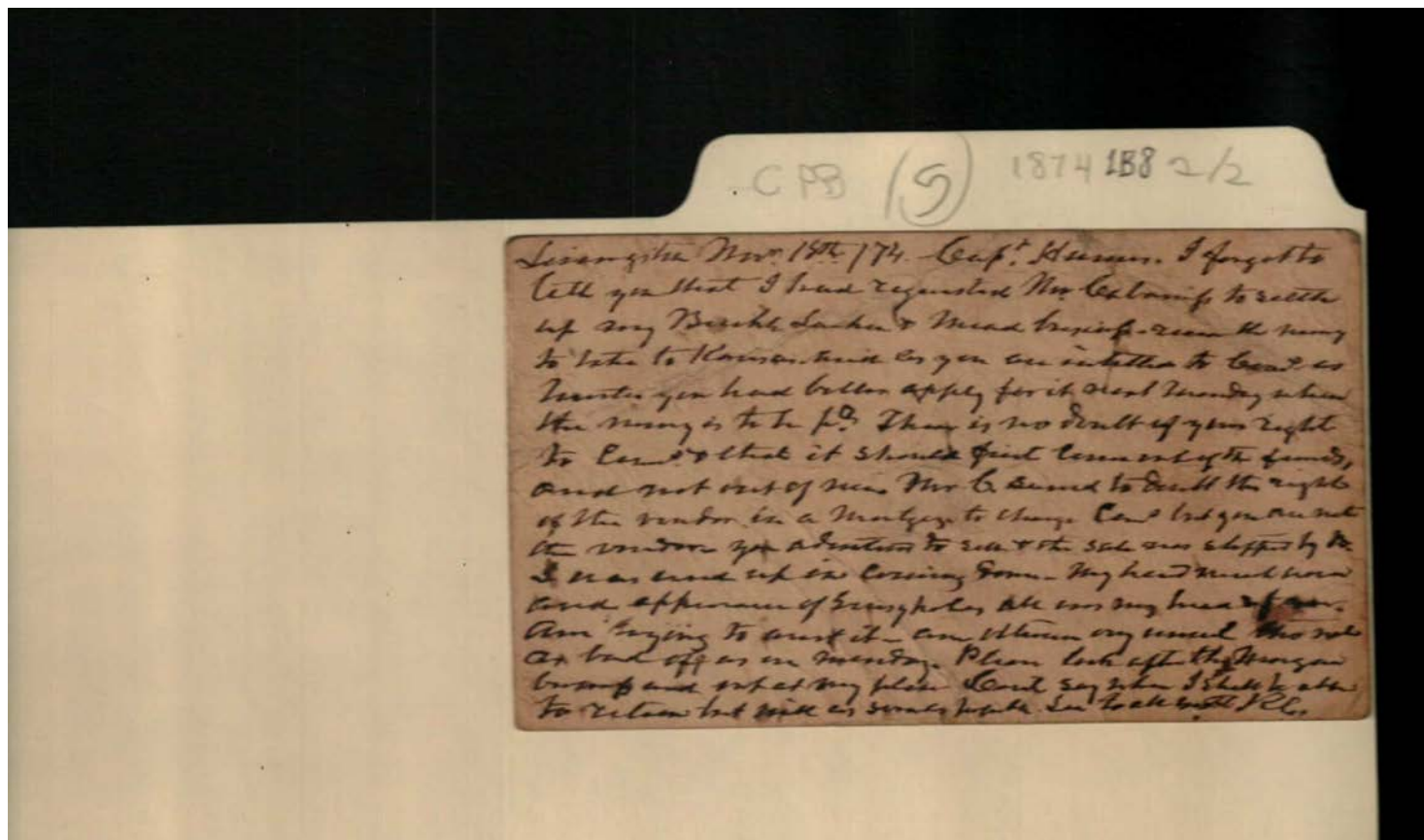
**Names:**

Humes, Milton, Capt.

**Types:**

correspondence





**Names:**

Cabaniss,  
Humes, Capt.

Larkin, Bushle  
Morgan,

Tringiness, Mead

**Places:**

Livingston

**Types:**

correspondence

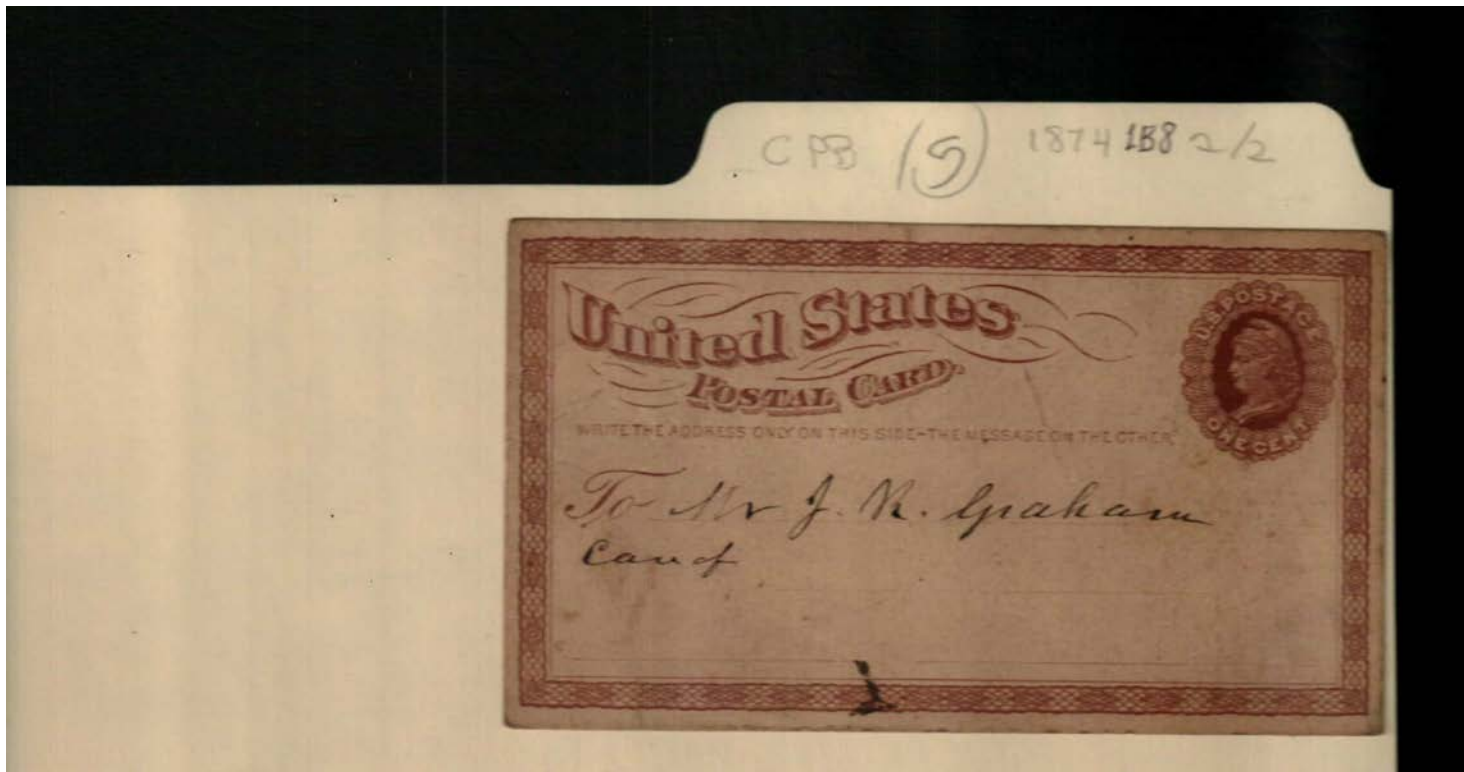
**Dates:**

Nov 18, 1874

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 8, Folder 5

Legal and court documents, 1874 (2 of 2)

Image 34 r01b08-05-000-0034 [Contents](#) [Index](#) [About](#)

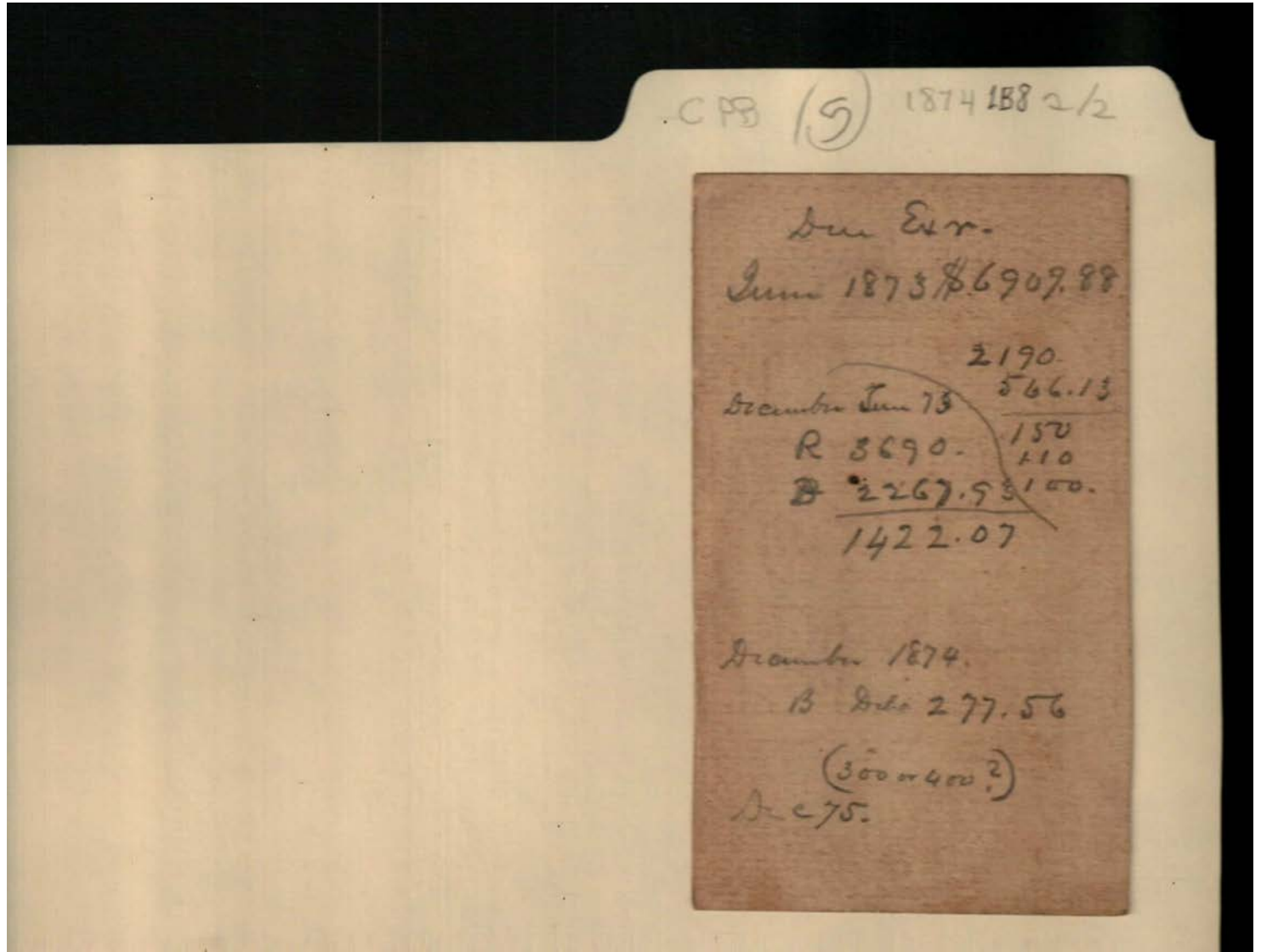


**Names:**

Graham, J. R.

**Types:**

correspondence



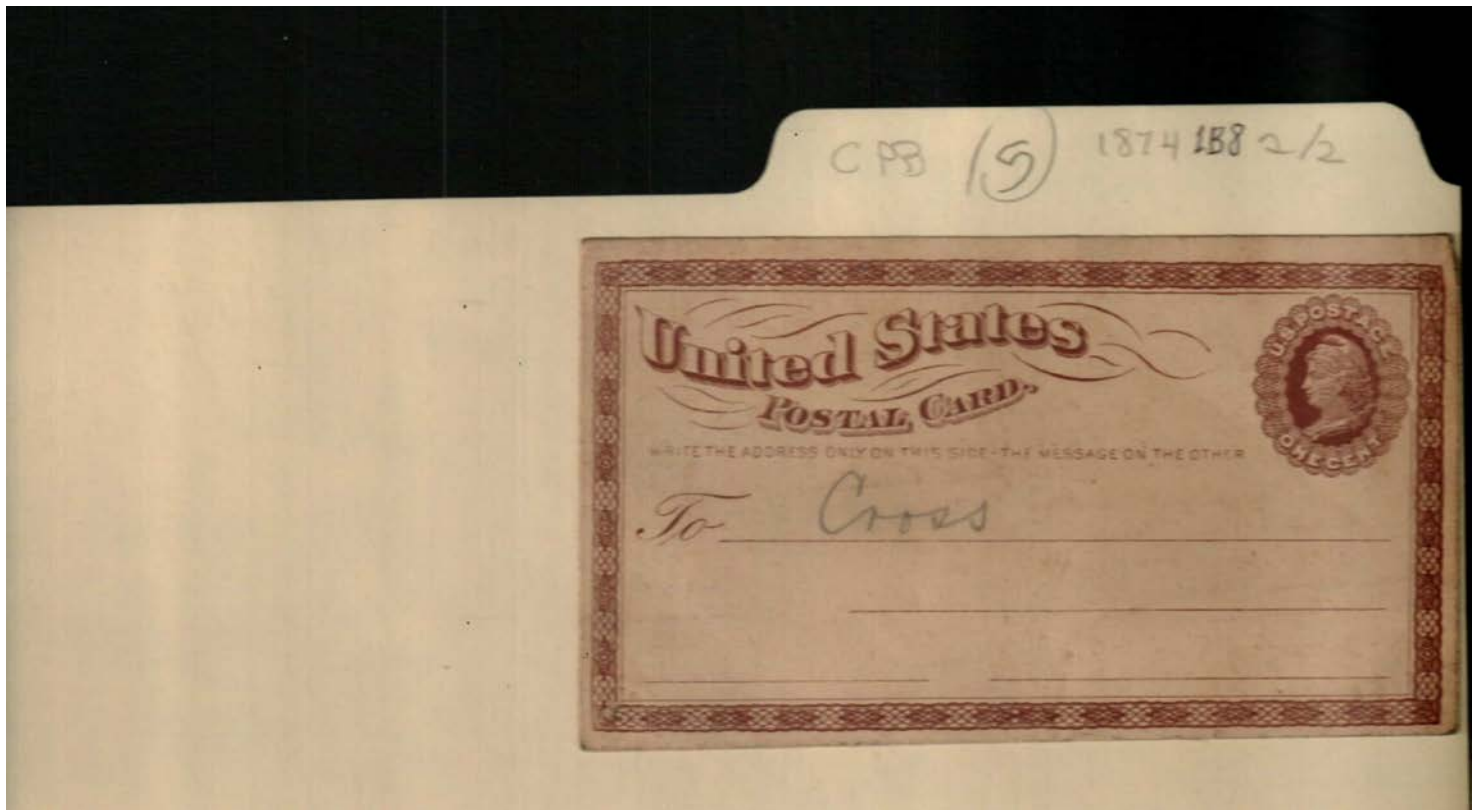
Types:

account

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 8, Folder 5

Legal and court documents, 1874 (2 of 2)

Image 36 r01b08-05-000-0036 [Contents](#) [Index](#) [About](#)

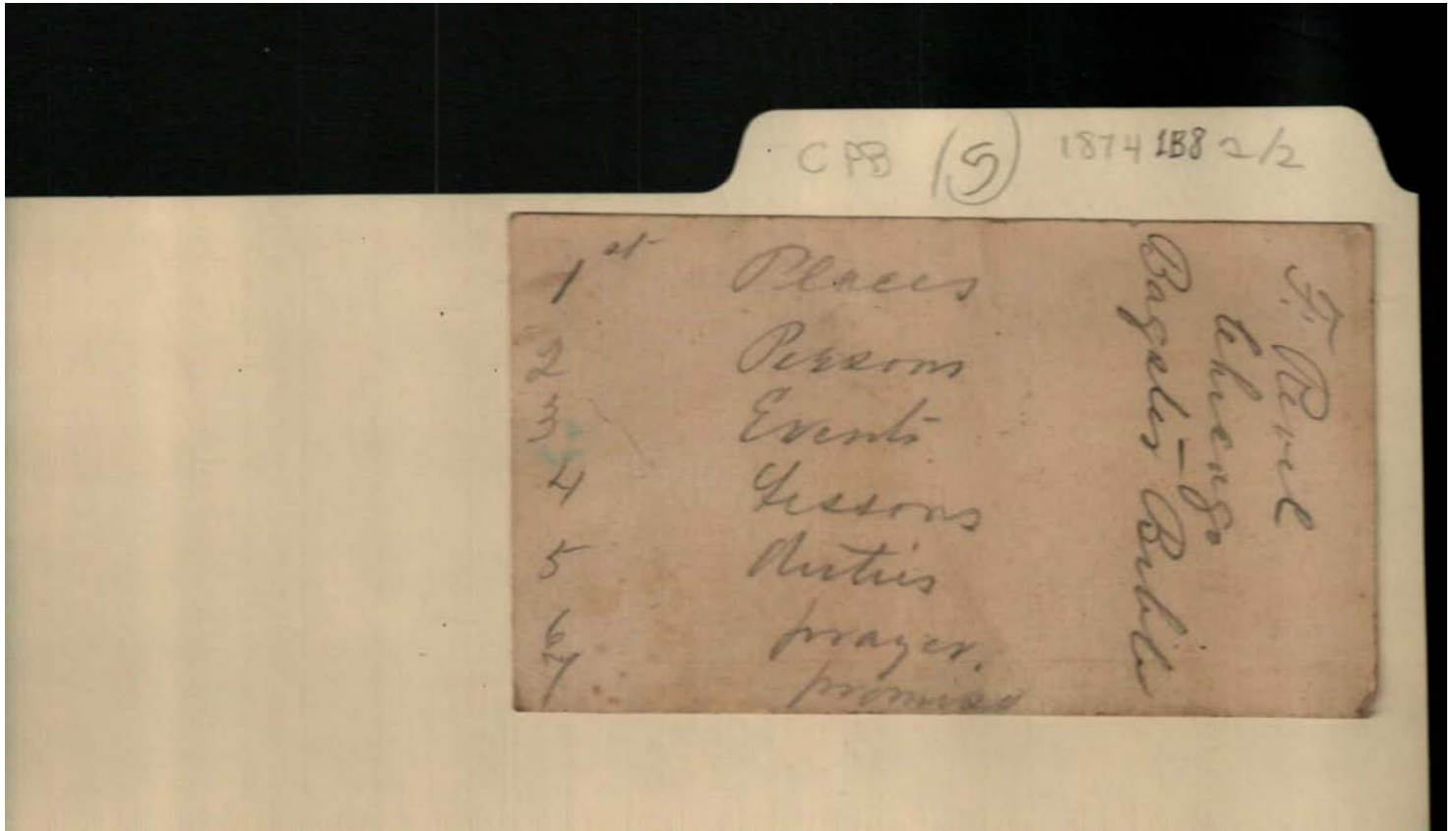


**Names:**

Cross,

**Types:**

correspondence



**Names:**

Bagates,

Bibb,

Revel, F.

**Types:**

correspondence

CPB (9) 1874 188 2/2

Hillman's Store July 17<sup>th</sup> 1874

S. D. Cabaniss Esq.  
Hillsdale Mo.

Dear Sir,

The Recorder sends you  
reminding of a bid in Chancery, took the bid pay  
cash, and that since all was right in the present  
in your letter of the 12<sup>th</sup> to me. You say that your  
brother of the law one ~~was~~ <sup>has</sup> ~~been~~ <sup>been</sup> ~~forming~~  
in your firm, you named to be Summita, to the  
order of this Chancery Division a district for  
Chancery. Since you was was a Chancery  
Court I have suggested by ~~connection~~ <sup>connection</sup>  
connection with that office to a good many of  
your friends, all each one way, one of which say  
they are gratified and think that you makes me  
as the best Chancery in the State.

The Candidates of Clay County are just  
commencing the Campaign, in this County and  
as far as I have an opportunity I shall  
let <sup>know</sup> from our brother that I may meet  
with <sup>know</sup> that you are a candidate for that  
office.

**Names:**

Cabaniss, S. D.

**Places:**

Hillman's Store

**Types:**

correspondence

**Dates:**

Jul 17, 1874

CFB (9) 1874 188 2/2

You say in your note of the 12<sup>th</sup> that it was your wish in that note to make some suggestions to me, "how I can make you efficient, and" You have only to suggest to me any thing I am physically able or have mental capacity to do, and I am, at your service. You know I am not physically able to undergo much fatigue, or to stand to bear up under excitement. I know that I am failing, but whatever is left is put at your service, with a clear conviction by my mind that our suffering the best interest of my estate and the district of Columbia and which I live.

I expect to remain here with my step son until the 1<sup>st</sup> of August. On the 3<sup>rd</sup> of August I expect to enter the case of J. M. Daniels & Lane in Georgia and bring the full amount of my debt upon it unless there be any delay by you.

Any communications or suggestions you may wish to make to me will come sooner & directly and promptly to this office, than to Geneseeville. I am trying to cut "throw off" all business and see what an idle life will do for me. I have worked too hard for the last 10 years. I must divert myself of all business obligations as well as possible, and endeavor to put my house in order for the last

**Names:**

Gennie, J. W.

**Types:**

correspondence

CPB (9) 1874 188 2/2

... final, and irrevocable decree, of the All in Judge,  
 Monday the other day that there was to be a  
 free barbaque and meeting of all the candidates  
 of Madison County at Hood's mill on the 15<sup>th</sup> inst  
 I think by good to attend the meeting to learn,  
 to hear and hear in person how Madison  
 County the one grand Vindicator of the State, beats  
 off upon the Civil rights bill. I hope now and  
 the mighty fellow may see some of this  
 surely humiliating scene. When I hear  
 how our man what a struggle it would  
 be in Madison County between the two sides  
 he said it was much better for him to be lost in  
 the great struggle than for him to be instrumental  
 in giving, raising, so great a scourge on his one  
 proud native County. If he is thrown loose as  
 a candidate in the next election the natives are  
 ready a trembling among the very bones of the  
 Civil rights family I will acknowledge I know  
 nothing of the man. The chances are now  
 more than equal that he will get the nomination.  
 He can bring two thousand more votes to the polls  
 than any other man in the district. If he was at  
 G. S. Hoaston had been on the field two years  
 ago we would have carried the State as  
 certain as that we lost it.

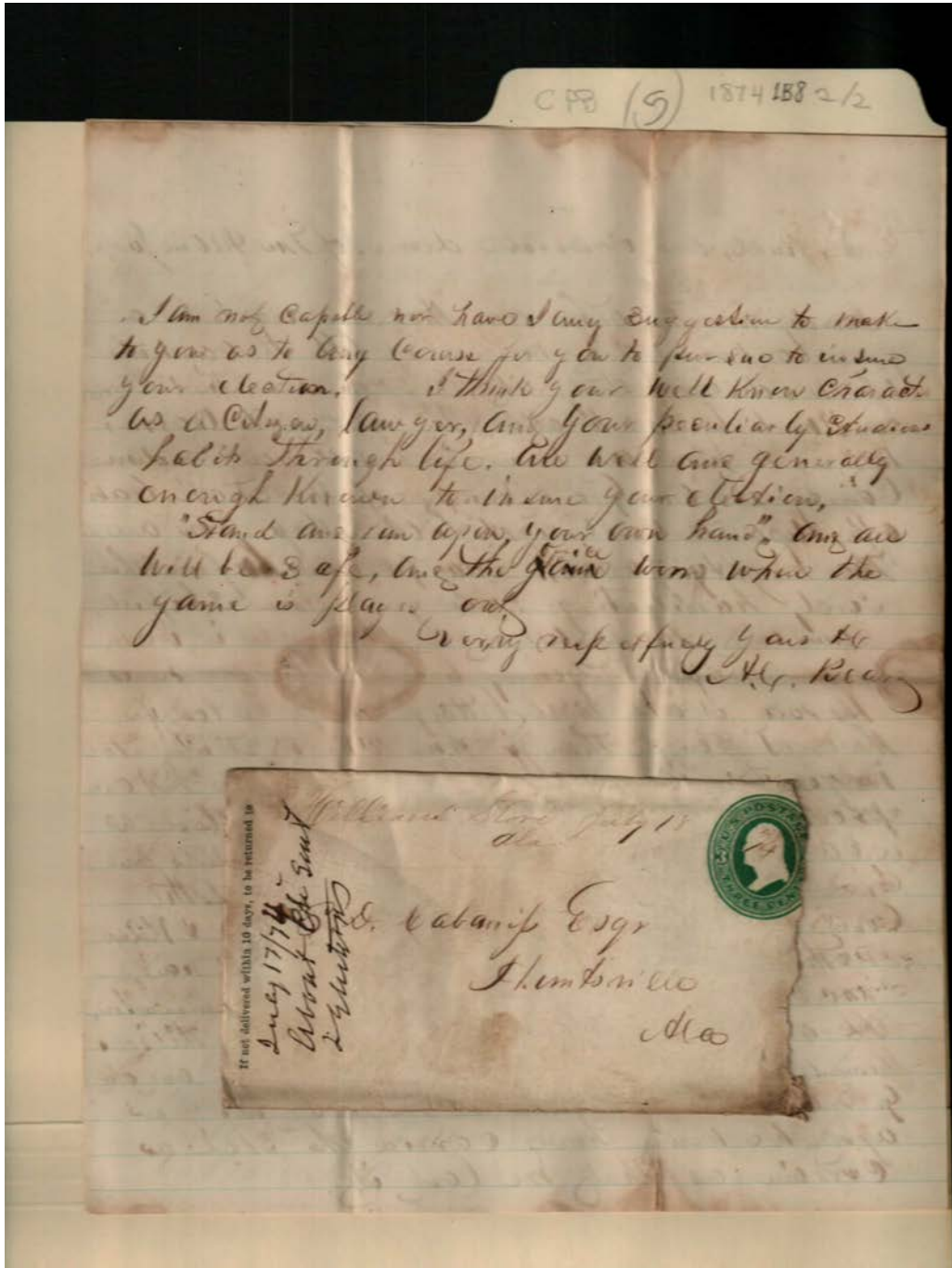
**Names:**

Hoaston, G. S.

**Types:**

correspondence





**Names:**

Beard, A. G.

Cabaniss, S. D.

**Places:**

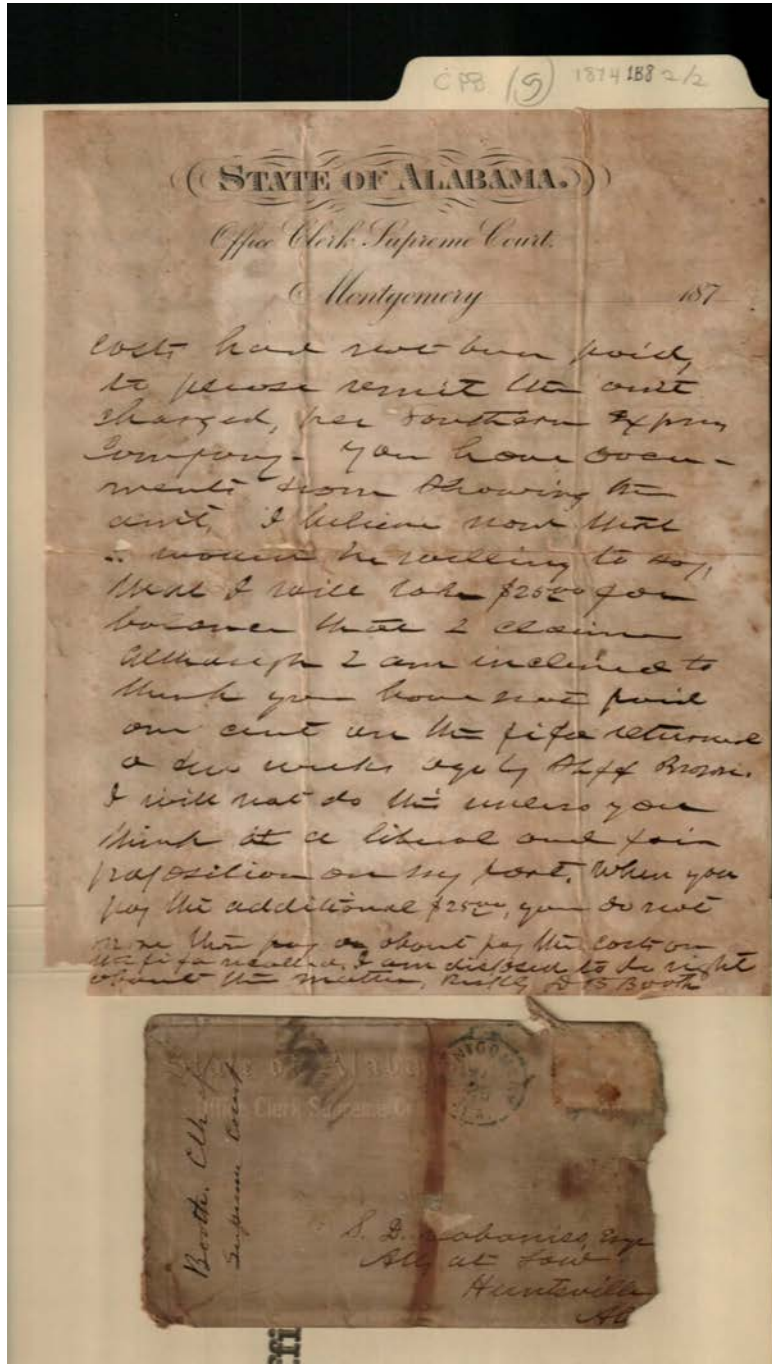
William's Store

**Types:**

correspondence

**Dates:**

Jul 17, 1874



**Names:**

Booth, D. B.

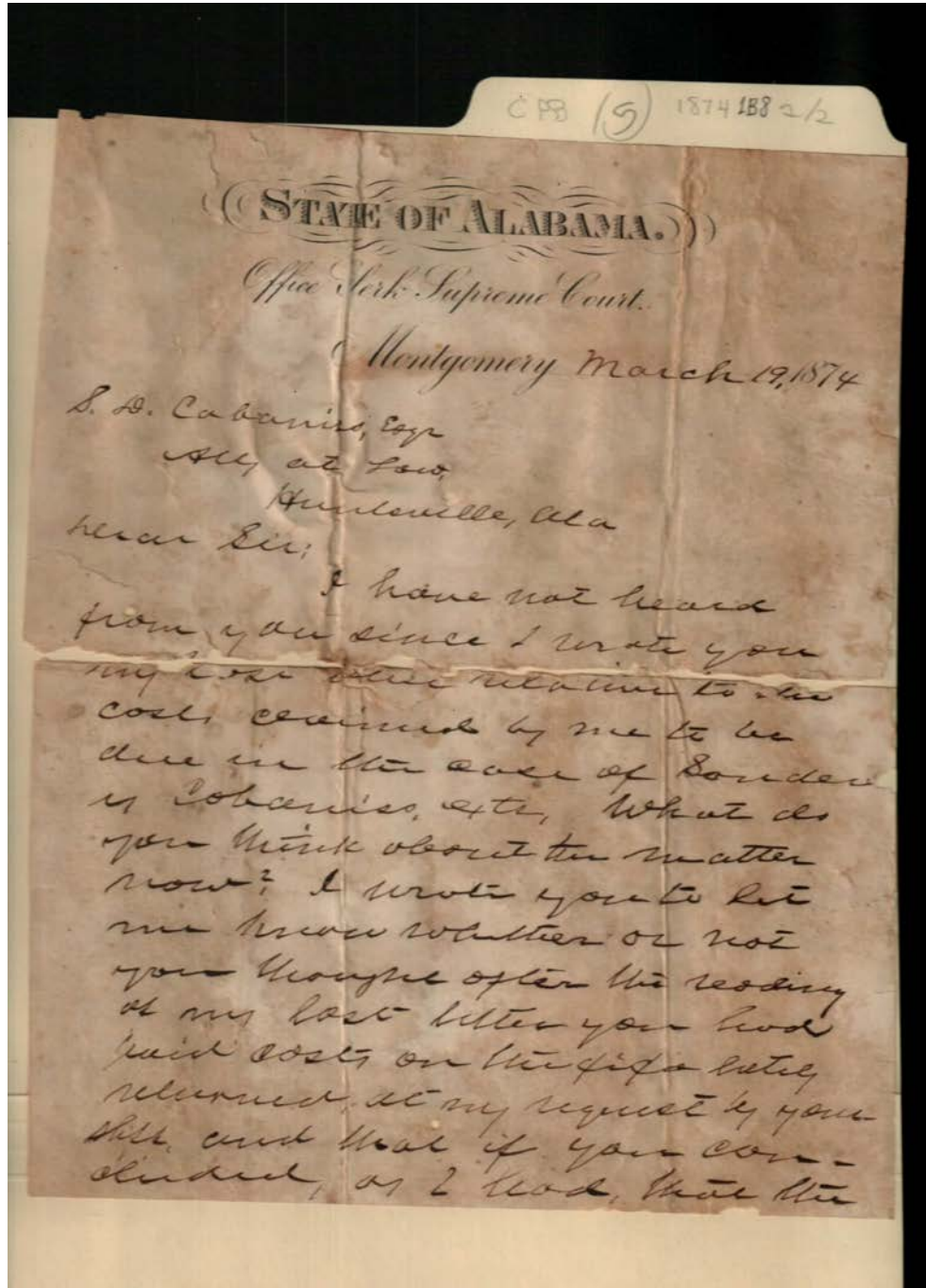
Cabaniss, S. D.

**Places:**

Montgomery, AL

**Types:**

correspondence



**Names:**

Cabaniss, S. D.

Sanders,

**Places:**

Montgomery, AL

**Types:**

correspondence

**Dates:**

Mar 19, 1874

CPB (9) 1874 1B8 2/2

Decatur Ala  
Oct 12<sup>th</sup> 1874.

F. P. Ward Esq  
Dear Sir -

Yours of the 11<sup>th</sup> received. If you have a court, and it is unnecessary for me to be there write or telegraph me -

The case of Clark vs Birmingham Bankrupt Register for March 1<sup>st</sup> 1870. I think will settle the case -

Yours  
C. C. Harris

**Names:**

Harris, C. C.

Ward, F. P.

**Places:**

Decatur, AL

**Types:**

correspondence

**Dates:**

Oct 12, 1874

CPB (9) 1874 1B8 2/2

Albert G. Henry, }  
Patrick Henry, }  
D. J. Miller. }

**Office of A. C. HENRY & CO.,**  
DEALERS IN  
**DRY GOODS, GROCERIES AND PROVISIONS,**  
Guntersville, Alabama, *Jan'y 24<sup>th</sup> 1874*

*Mr S. D. Cabaniss*  
*Huntsville Ala*  
*Dep't*

*We have collected payment from your H. Seal, Twenty five dollars, and have received the printed Mortgages and are very well pleased with them. Charges for printing 18¢. The Enclose and draft on my, for Forty three dollars. please pay for the printing of the mortgages out of this.*

*You can have 100 advance lien, with a mortgage clause giving power of sale to the holder of the note. We have used some of these here. & frequently have use for such papers, for instance when we sell a horse for the purpose of making a cash value Provision. we need some short ones. you will please get us 100. & have them printed & sent to us as before. We will settle with you at our Court for your charges. & will pay for printing on receipt of bill.*

*Respectfully*  
*A. C. Henry & Co*

**Names:**

Cabaniss, S. D.  
Henry, Albert G.

Henry, Patrick  
Leak, Thomas H.

Miller, D. J.

**Places:**

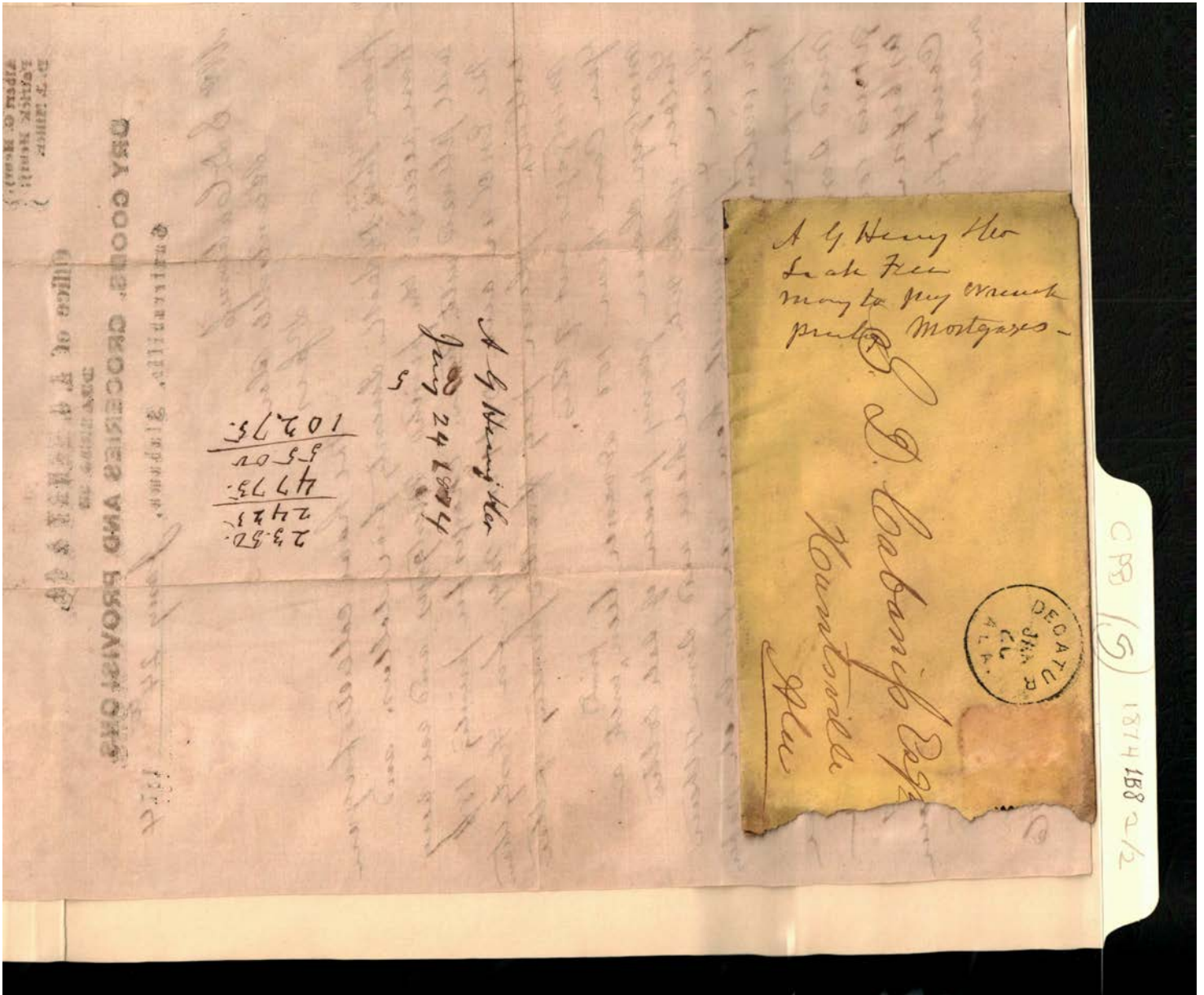
Guntersville, AL

**Types:**

correspondence

**Dates:**

Jan 24, 1874



**Names:**

Cabaniss, S. D.

Henry, A. G.

**Types:**

memo

**Dates:**

Jan 24, 1874



**Names:**

Cabaniss,

Ward,

**Places:**

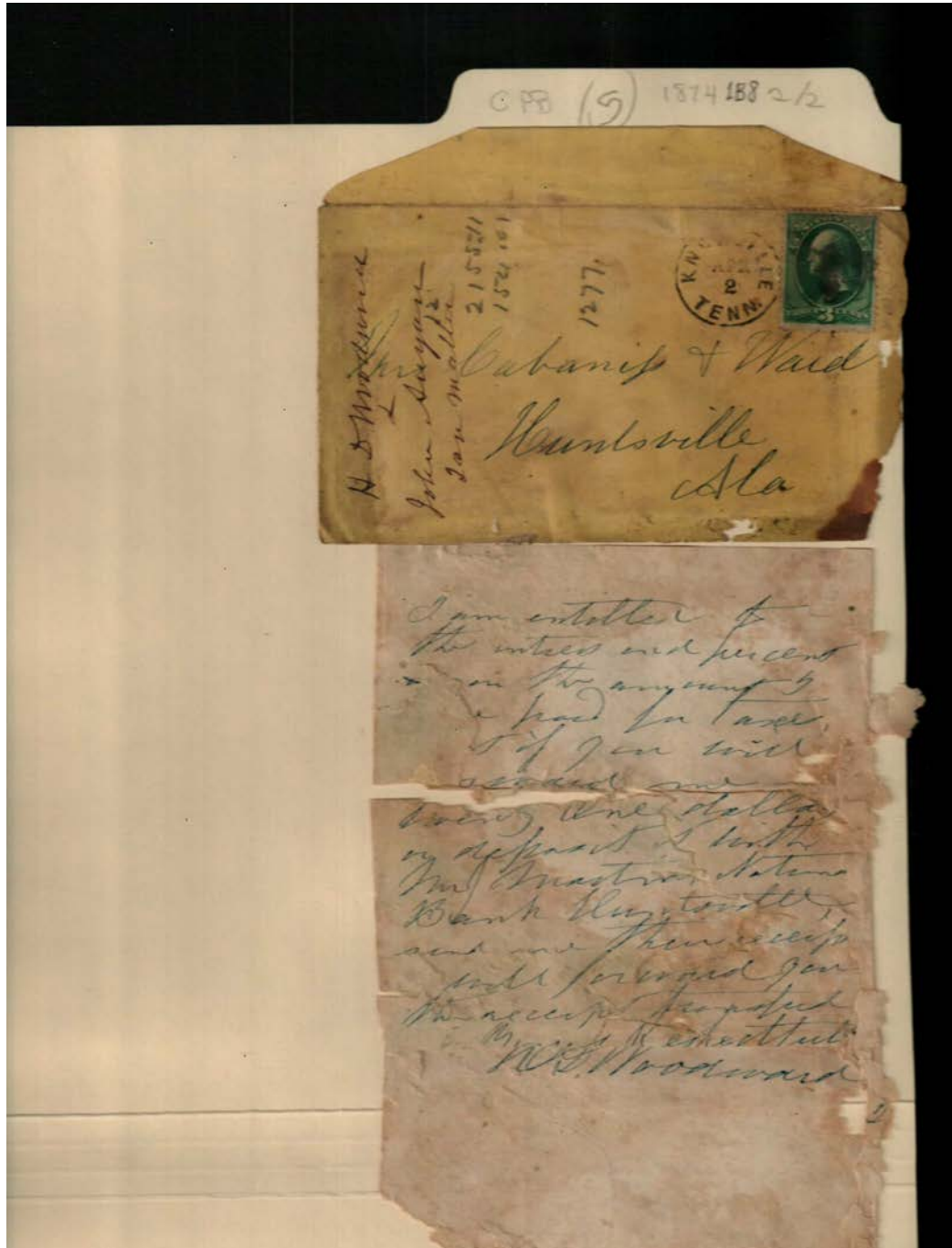
Knoxville, TN

**Types:**

correspondence

**Dates:**

Apr 01, 1874



**Names:**

Anyan, John  
Cabaniss,

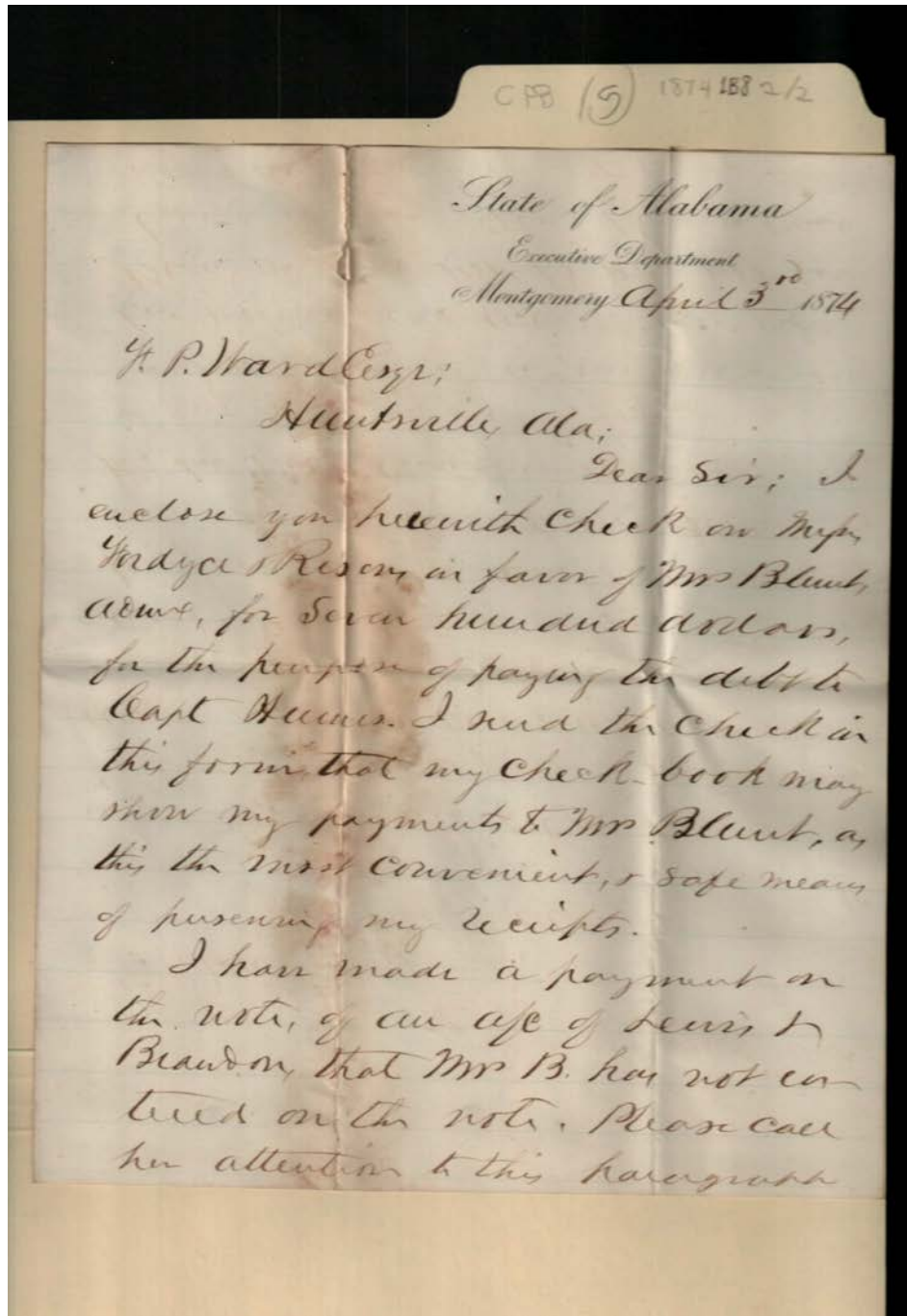
Mastin, Mr.  
Ward,

Woodward, H. D.

**Types:**

correspondence





**Names:**

Blunt, Mrs.  
Brandon,

Fordyce,  
Humes, Capt.

Lewis,  
Rison,

Ward, F. P.

**Places:**

Montgomery, AL

**Types:**

correspondence

**Dates:**

Apr 03, 1874

CFB (9) 1874 188 2/2

of my letter, that she may enter the  
credit of the correct date. She  
has the account accepted and  
I have no receipt, nor credit on  
my note.

Yours Very Truly  
David P. Lewis.

Has my note credited by this  
\$700<sup>00</sup> paid to Capt Humes.

Lewis.

**Names:**

Humes, Capt.

Lewis, David P.

**Types:**

correspondence

CPB (5) 1874 188 2/2

Scottsboro Ala  
Nov 28<sup>th</sup> 1874  
Messrs Cabaniss & Ward  
Dear sirs  
We have failed in our effort  
to compromise our Anes Roaden  
Case pending in the Chancery  
Court. We had got ready  
to try it at next term.  
The evidence in a manner  
all taken Pleas look into  
the law of the case & prepare  
a brief  
Respect  
J. E. Brown

**Names:**

Boaden, Anes

Brown, J. E.

Cabaniss,

Ward,

**Places:**

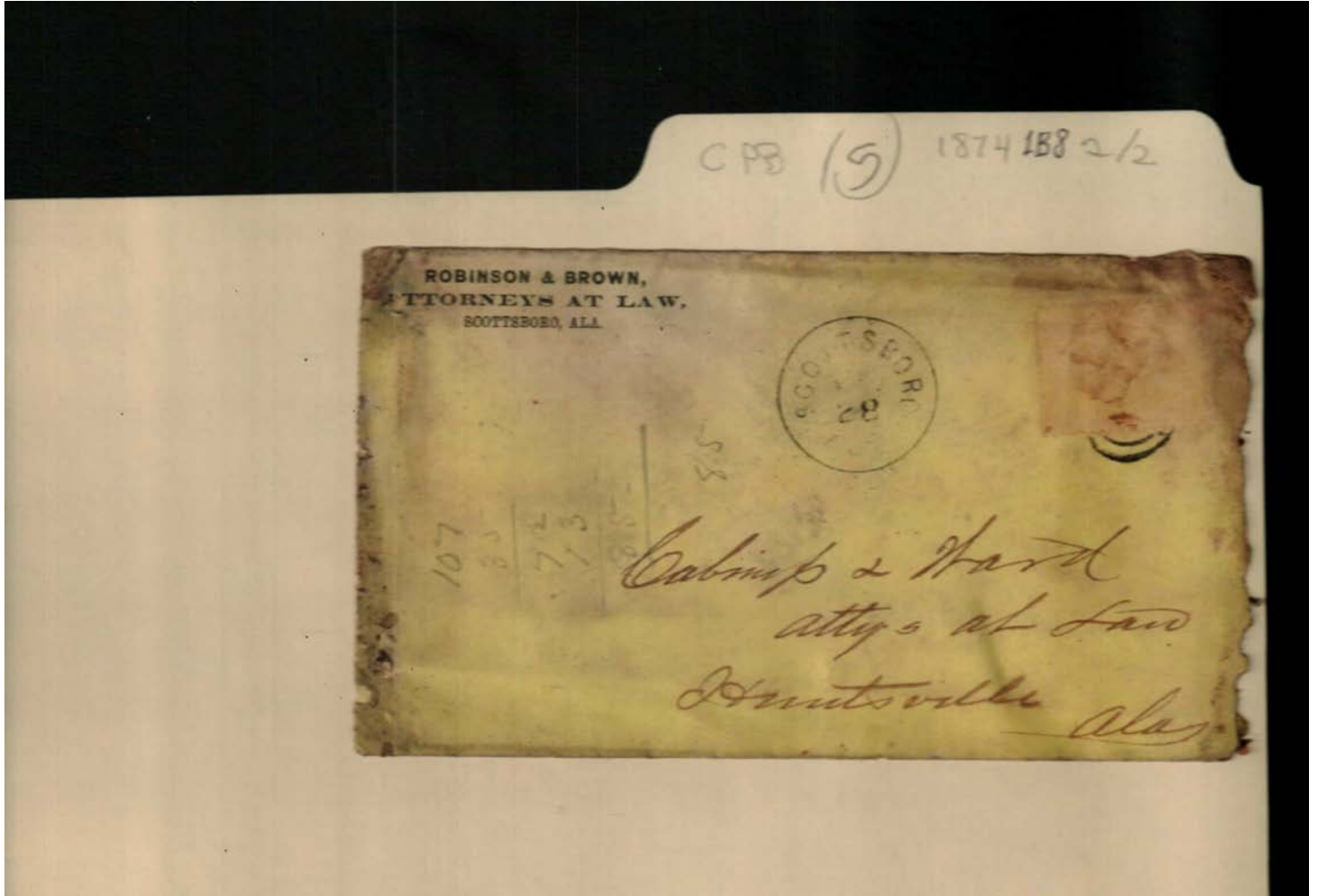
Scottsboro, AL

**Types:**

correspondence

**Dates:**

Nov 28, 1874



**Names:**

Brown

Cabaniss,

Robinson,

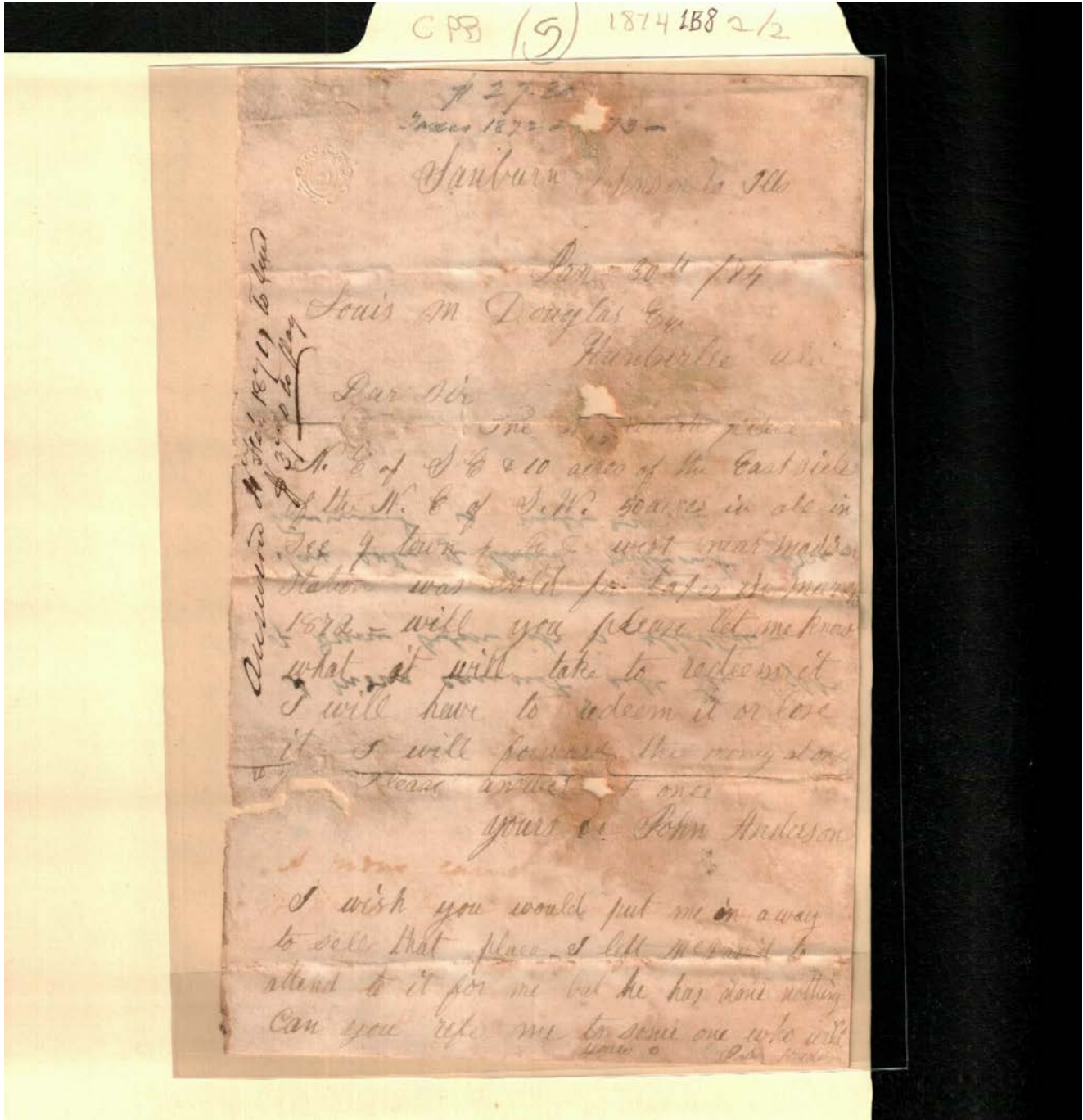
Ward,

**Places:**

Scottsboro, AL

**Types:**

envelope



**Names:**

Anderson, John

Douglas, Louis M.

McDavid,

**Places:**

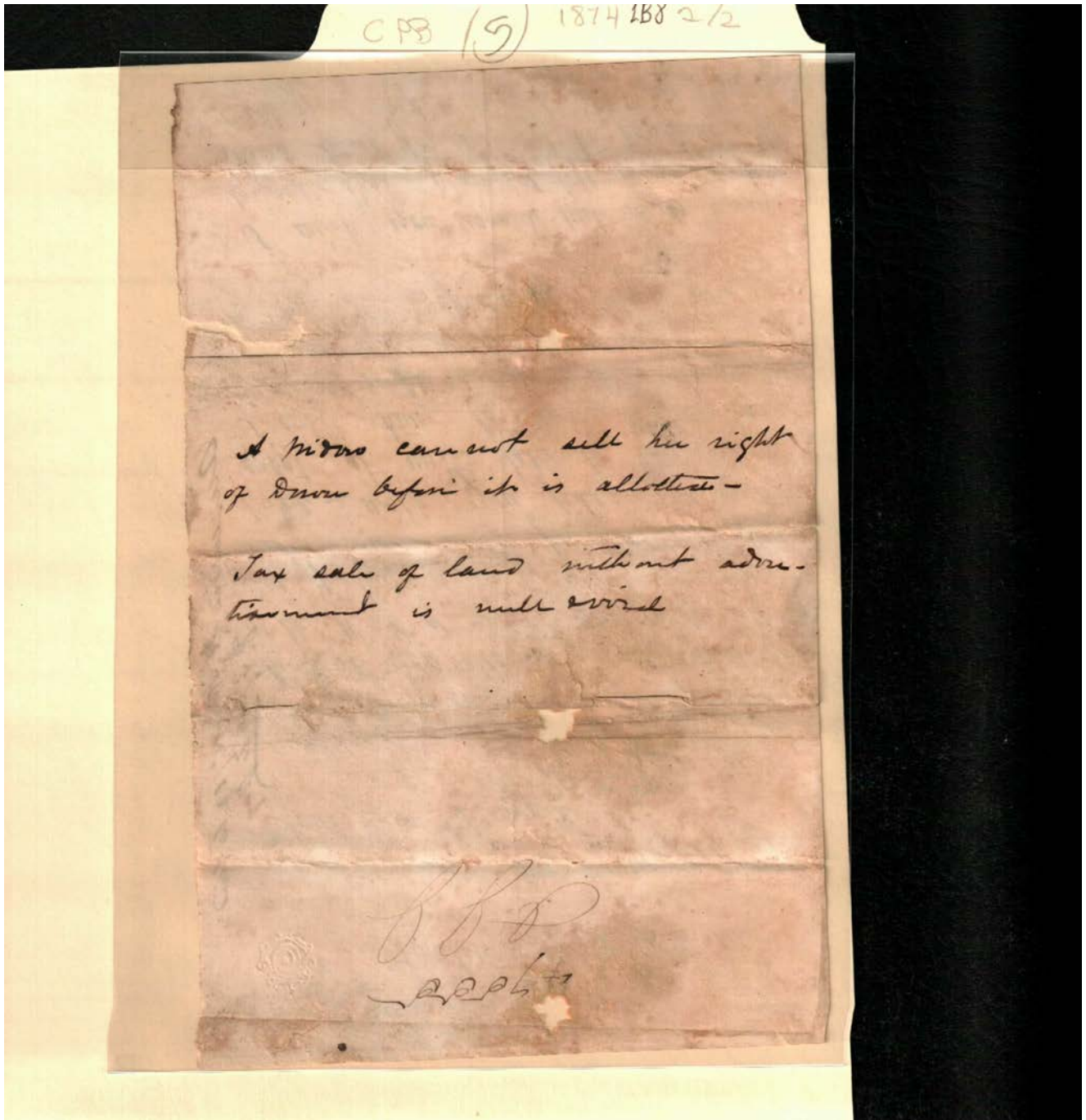
Johnson County, IL

**Types:**

correspondence

**Dates:**

Jan 30, 1875

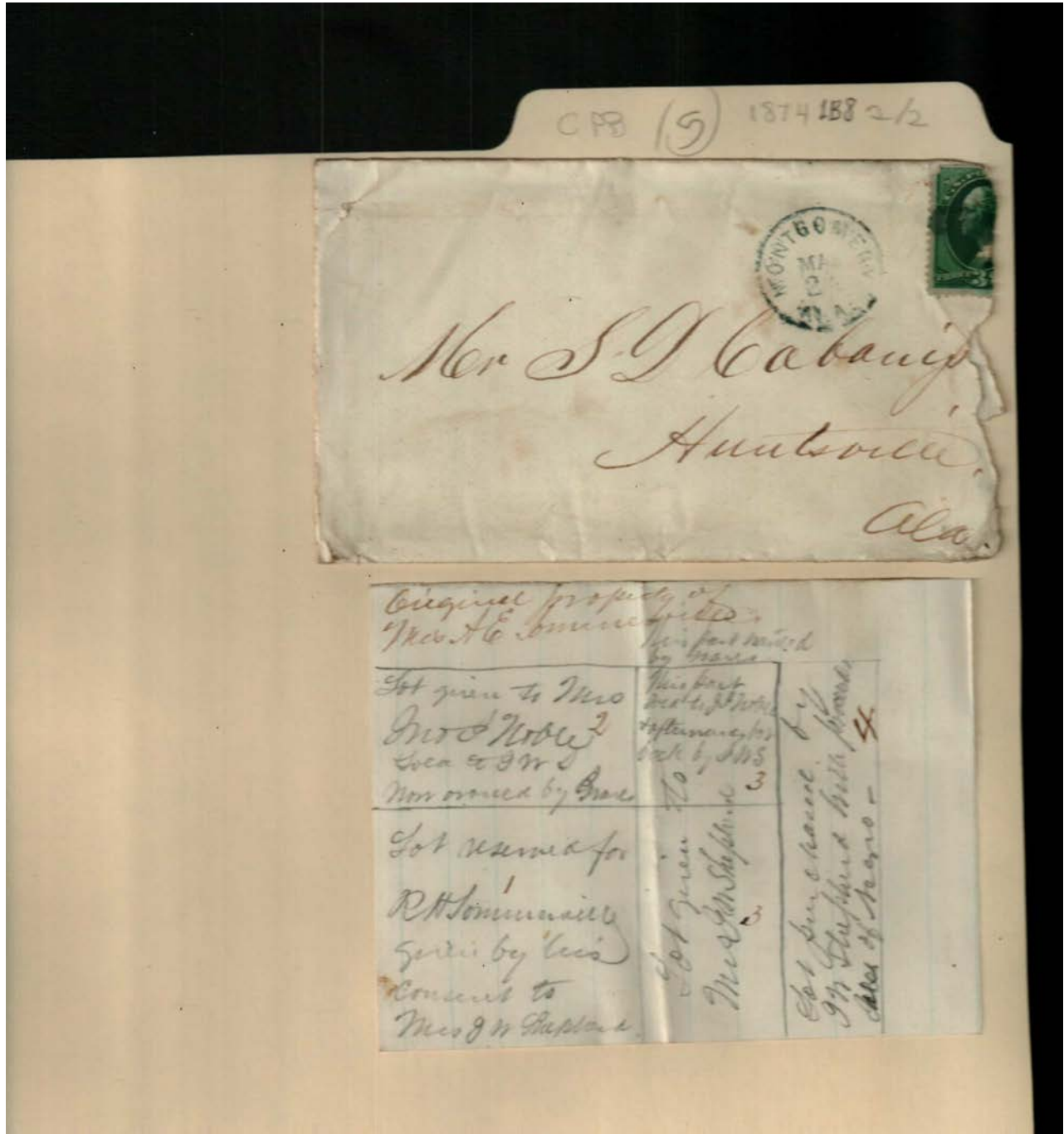


**Names:**

Morris, A.

**Types:**

memo



**Names:**

Bassland, J. W., Mrs.  
Cabaniss, S. D.  
Noble, John J., Mrs.

Shepherd, J. W.  
Shepherd, J. W., Mrs.

Sommerfield, A. E.,  
Mrs.  
Sommerfield, R. H.

**Types:**

memo

CPB (9) 1874 188 2/2

The  
Montgomery March 24/74

Mr J D Cabaniss,  
Huntsville,  
Cea. Geo.

Your late favor in  
hand. I called to see Shepherd and  
showed him your letter. He said he  
had put off writing to you that  
he was ashamed not to write and  
would have to tell too much.  
You neglected to put the advertisement  
in the letter. There are so many papers  
published here now that it is difficult  
to keep up with affairs. Shepherd says  
the judgment you allude to is for  
costs in a suit which he lost and  
is for \$15<sup>00</sup> or \$20<sup>00</sup>.  
The costs levied on are as per Memorandum  
here in right of redemption on No 2 (which  
was bought in for another mortgage) and

**Names:**

Cabaniss, S. D.

Shepherd,

**Places:**

Montgomery, AL

**Types:**

correspondence

**Dates:**

Mar 24, 1874



CFB (9) 1874 188 2/2

back part of No 3. My sister thinks she  
 can claim the back part of No 3 as her  
 property, but Shepherd says, it took that  
 and the proceeds of No 2 to buy it. I  
 got No 1 was owned by my Mother for me  
 but just before her death I requested her to  
 will it to my sister which she did.  
 Shepherd thinks grants part up the Sheriff  
 to advertising the back part of No 3 and  
 the right of redemption in No 2 as it  
 would be to his interest to purchase.  
 The numbers are only assumed to show lots  
 to designate I not knowing the real Nos.  
 In conversation with Shepherd this morning  
 he tells me that he owns a lot in the suburbs  
 with a small house on it and a vacant  
 lot in the suburbs in another direction  
 that he has sold the former to Gov. Watts  
 but that he has never paid for it.  
 It occurred to me that if you could  
 come down here for a few days that  
 you might see out the whole under  
 your judgment and try and save

**Names:**

Shepherd,

Watts, Gov.

**Types:**

correspondence

CFB (5) 1874 188 2/2

Something for his family, there is no  
dependence to be placed in a drinking  
man, and we must do what we can  
to protect his children.  
Last week he had not a morsel in  
his house to eat except what my  
wife carried over. Unless something  
is done other execution will come  
against him. He does nothing except  
work his garden that I can see.  
He bought the house sold for Matt by  
mortgaging the house against Matt.  
It seems to me that his wife might  
claim this.  
All his property is now attached for  
taxes. I am completely broke down  
myself and can give him no aid.  
He says the city owes him for missing  
the Code, but it not being complete  
cannot now draw the amount.  
In giving up the house and lot in which  
they live I did all in my power and  
think it pretty hard that he cannot pay

Types:  
correspondence

CFR (9) 1874 188 2/2

the taxes on it. He places it all on the  
hard times, but whiskey is at the bottom  
of all his misfortunes.  
You have all the facts that I know  
before you and I hope you will  
join with me in trying to protect  
his family.  
He says that he would like for Judge  
Walker to bid the amount of his  
judgment on back part of lot no 3  
and then let him deed or mortgage to  
him the house & lot in suburbs, he  
does not wish Graves to purchase right  
of redemption to house nor does he wish  
him to buy back part of lot no 3, as  
it would destroy the front part of lot  
No 3. My wife joins in kind  
regards to all. Yours truly  
R H Sommerfield  
I cannot understand why  
they have never looked on lot  
in suburbs

**Names:**

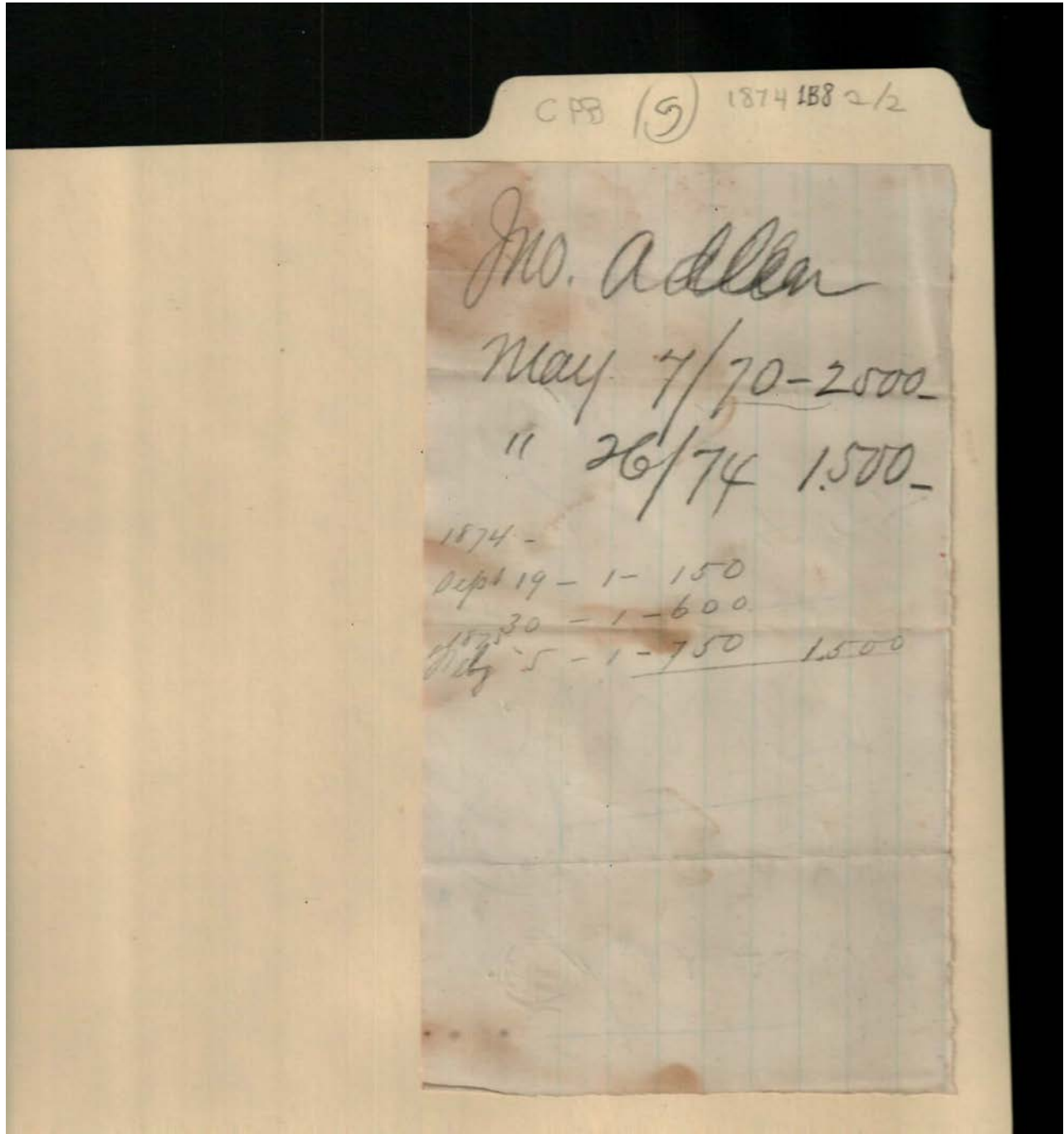
Graves,

Sommerfield, R. H.

Walker, Judge

**Types:**

correspondence



**Names:**

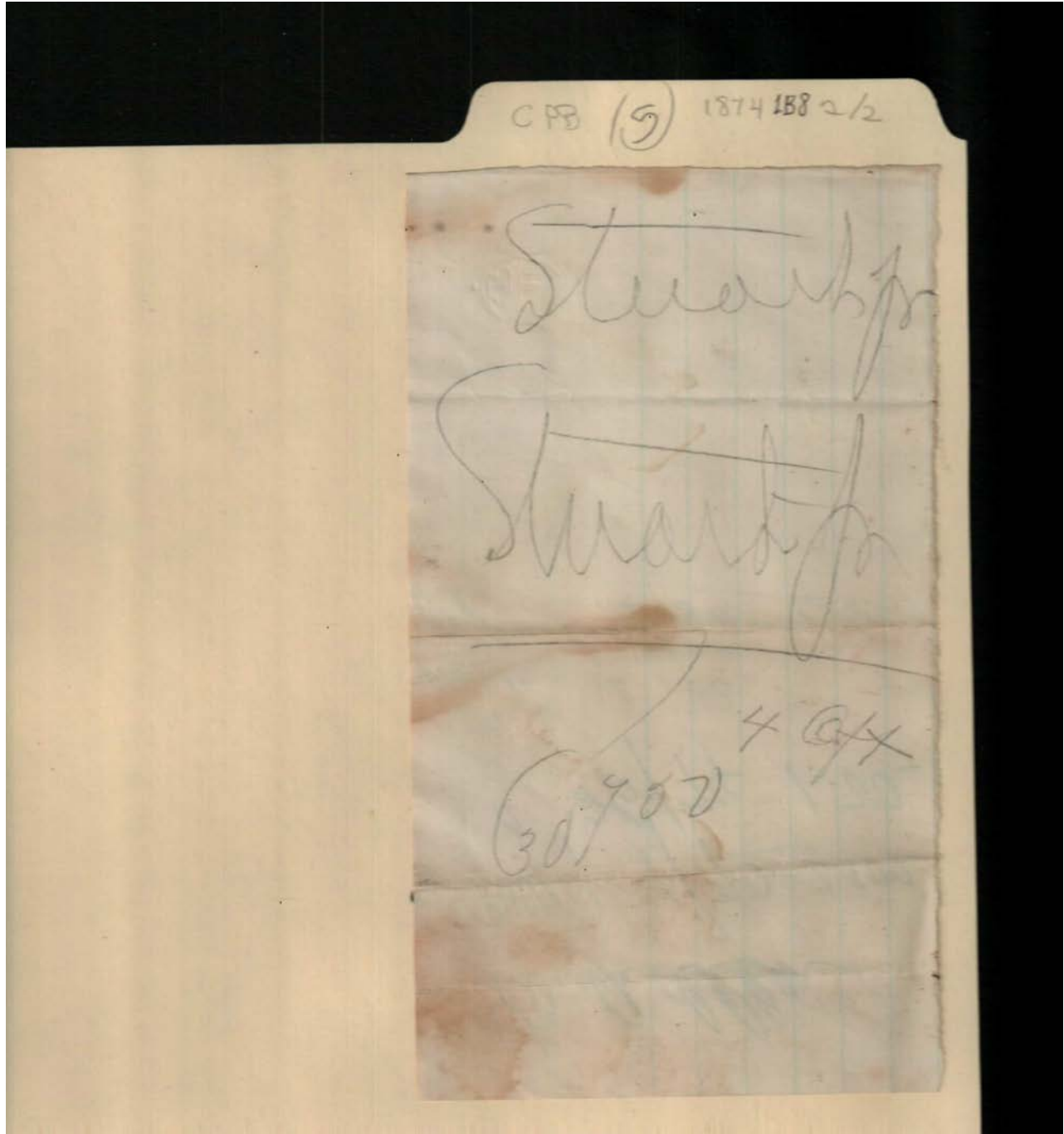
Alden, John

**Types:**

memo

**Dates:**

May 07, 1870

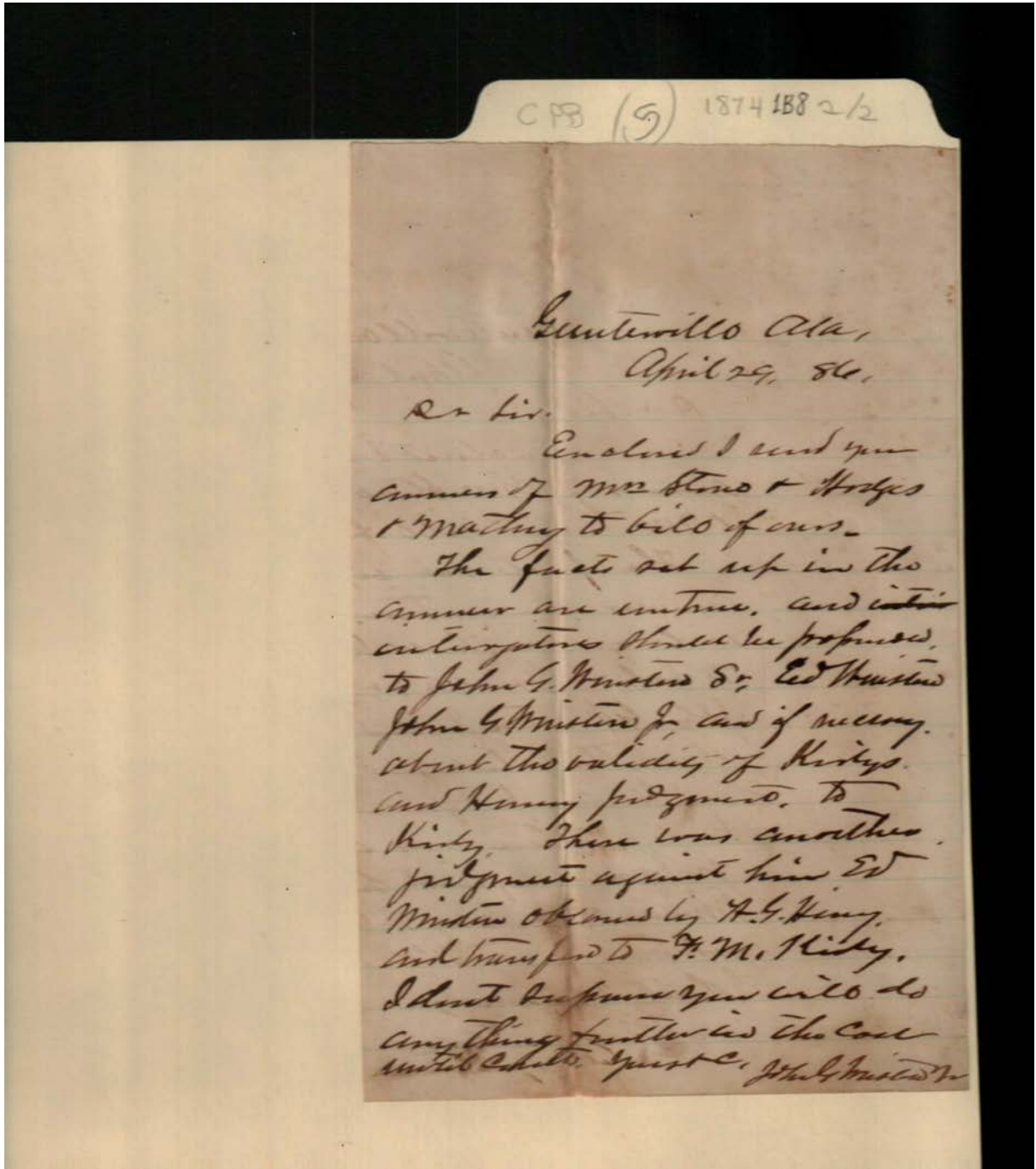


**Names:**

Stuart, Jr.

**Types:**

scrap



**Names:**

Henry, A. G.  
Hodges,  
Kirby,

Kirby, F. M.  
Matheny,  
Stone, Mrs.

Winston, Edward  
Winston, John G., Jr.  
Winston, John G., Sr.

**Places:**

Guntersville, AL

**Types:**

correspondence

**Dates:**

Apr 29, 1886

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 8, Folder 5  
Legal and court documents, 1874 (2 of 2)

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

## Table of Contents

[Image 1](#) (r01b08-05-000-0001)  
[Image 2](#) (r01b08-05-000-0002)  
[Image 3](#) (r01b08-05-000-0003)  
[Image 4](#) (r01b08-05-000-0004)  
[Image 5](#) (r01b08-05-000-0005)  
[Image 6](#) (r01b08-05-000-0006)  
[Image 7](#) (r01b08-05-000-0007)  
[Image 8](#) (r01b08-05-000-0008)  
[Image 9](#) (r01b08-05-000-0009)  
[Image 10](#) (r01b08-05-000-0010)  
[Image 11](#) (r01b08-05-000-0011)  
[Image 12](#) (r01b08-05-000-0012)  
[Image 13](#) (r01b08-05-000-0013)  
[Image 14](#) (r01b08-05-000-0014)  
[Image 15](#) (r01b08-05-000-0015)  
[Image 16](#) (r01b08-05-000-0016)  
[Image 17](#) (r01b08-05-000-0017)

[Image 18](#) (r01b08-05-000-0018)  
[Image 19](#) (r01b08-05-000-0019)  
[Image 20](#) (r01b08-05-000-0020)  
[Image 21](#) (r01b08-05-000-0021)  
[Image 22](#) (r01b08-05-000-0022)  
[Image 23](#) (r01b08-05-000-0023)  
[Image 24](#) (r01b08-05-000-0024)  
[Image 25](#) (r01b08-05-000-0025)  
[Image 26](#) (r01b08-05-000-0026)  
[Image 27](#) (r01b08-05-000-0027)  
[Image 28](#) (r01b08-05-000-0028)  
[Image 29](#) (r01b08-05-000-0029)  
[Image 30](#) (r01b08-05-000-0030)  
[Image 31](#) (r01b08-05-000-0031)  
[Image 32](#) (r01b08-05-000-0032)  
[Image 33](#) (r01b08-05-000-0033)  
[Image 34](#) (r01b08-05-000-0034)

[Image 35](#) (r01b08-05-000-0035)  
[Image 36](#) (r01b08-05-000-0036)  
[Image 37](#) (r01b08-05-000-0037)  
[Image 38](#) (r01b08-05-000-0038)  
[Image 39](#) (r01b08-05-000-0039)  
[Image 40](#) (r01b08-05-000-0040)  
[Image 41](#) (r01b08-05-000-0041)  
[Image 42](#) (r01b08-05-000-0042)  
[Image 43](#) (r01b08-05-000-0043)  
[Image 44](#) (r01b08-05-000-0044)  
[Image 45](#) (r01b08-05-000-0045)  
[Image 46](#) (r01b08-05-000-0046)  
[Image 47](#) (r01b08-05-000-0047)  
[Image 48](#) (r01b08-05-000-0048)  
[Image 49](#) (r01b08-05-000-0049)  
[Image 50](#) (r01b08-05-000-0050)  
[Image 51](#) (r01b08-05-000-0051)

[Image 52](#) (r01b08-05-000-0052)  
[Image 53](#) (r01b08-05-000-0053)  
[Image 54](#) (r01b08-05-000-0054)  
[Image 55](#) (r01b08-05-000-0055)  
[Image 56](#) (r01b08-05-000-0056)  
[Image 57](#) (r01b08-05-000-0057)  
[Image 58](#) (r01b08-05-000-0058)  
[Image 59](#) (r01b08-05-000-0059)  
[Image 60](#) (r01b08-05-000-0060)  
[Image 61](#) (r01b08-05-000-0061)  
[Image 62](#) (r01b08-05-000-0062)  
[Table of Contents](#)  
[Name & Place Index](#)  
[About the Collection](#)

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 8, Folder 5

Legal and court documents, 1874 (2 of 2)

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

Name & Place Index

Alden, John [60](#)  
Anderson, John [53](#)  
Anyan, John [48](#)  
Bagates, [37](#)  
Bassland, J. W., Mrs. [55](#)  
Beard, A. G. [41](#)  
Bibb, [37](#)  
Blunt, Mrs. [49](#)  
Boaden, Anes [51](#)  
Booth, D. B. [42](#)  
Bradley, [21](#)  
Brandon, [49](#)  
Brown, J. E. [5](#), [9](#), [16](#), [17](#), [51](#)  
Brown, [20](#)  
Brown [52](#)  
Cabaniss, S. D. [24](#), [30](#), [38](#), [41](#), [42](#), [43](#), [45](#), [46](#), [55](#), [56](#)  
Cabaniss, [25](#), [26](#), [28](#), [29](#), [33](#), [47](#), [48](#), [51](#), [52](#)  
Cabinas, Sep [22](#)  
Cabinass, [19](#)  
Covden, [24](#)  
Cross, [36](#)  
Davis, P. M. [2](#)  
Decatur, AL [44](#)  
Douglas, Louis M. [53](#)  
Dox, Judge [30](#)  
Dox, Peter M. [30](#)  
Edwards, [20](#)  
Findley, Thomas B. [3](#)  
Fordyce, [49](#)  
Gennie, J. W. [39](#)  
Girlyville, [21](#)  
Gordon, George S. [29](#)  
Graham, J. R. [34](#)  
Grantany, H. W. [20](#)  
Graves, [59](#)  
Guntersville, AL [6](#), [11](#), [45](#), [62](#)  
Harris, C. C. [44](#)  
Henry, A. G. [7](#), [13](#), [46](#), [62](#)  
Henry, Albert G. [45](#)  
Henry, Patrick [45](#)  
Hillian's Store [38](#)  
Hoaston, G. S. [40](#)  
Hodges, James W. [11](#), [14](#), [15](#)  
Hodges, [10](#), [18](#), [62](#)  
Humes, Capt. [33](#), [49](#), [50](#)  
Humes, Milton, Capt. [32](#)  
Humes, Milton [28](#)  
Humes, [21](#), [22](#)  
Huntsville, AL [28](#), [29](#)  
Johnson County, IL [53](#)  
Kenedy, E. [21](#)  
Kennedy, [22](#)  
Kirby, F. M. [7](#), [13](#), [14](#), [15](#), [16](#), [62](#)  
Kirby, [62](#)  
Knoxville, TN [47](#)  
Koynes, James W. [7](#)  
Larkin, Bushle [33](#)  
Leak, Thomas H. [45](#)  
Lewis, David P. [50](#)  
Lewis, [49](#)  
Lewisburg, TN [23](#), [24](#)  
Livingston [33](#)  
Louisville, KY [30](#)  
Madison County, AL [25](#), [26](#), [27](#)  
Marshall County, AL [3](#), [4](#)  
Martin, James W. [3](#)  
Mastin, Mr. [48](#)  
Matheny, Jasper N. [11](#), [13](#), [14](#), [16](#)  
Matheny, [10](#), [18](#), [62](#)  
Mathew, J. N. [7](#)  
Matthew, Warren [24](#)  
McClung, [24](#)  
McDavid, [53](#)  
Miller, D. J. [45](#)  
Montgomery, AL [42](#), [43](#), [49](#), [56](#)  
Morgan, [33](#)  
Morris, A. [54](#)  
Morris, [25](#), [26](#), [28](#)  
Murray, [23](#), [24](#)  
Noble, John J., Mrs. [55](#)  
Osborne, J. D. [31](#)  
Revel, F. [37](#)  
Rison, [49](#)  
Robinson, [52](#)  
Sanders, [43](#)  
Scottsboro, AL [51](#), [52](#)  
Shepherd, J. W., Mrs. [55](#)  
Shepherd, J. W. [55](#)  
Shepherd, [56](#), [57](#)  
Sloan, Martha [13](#), [15](#)  
Smith, Tom [25](#), [26](#), [27](#), [28](#)  
Sommerfield, A. E., Mrs. [55](#)  
Sommerfield, R. H. [55](#), [59](#)  
Stone, Martha [5](#), [6](#), [9](#)  
Stone, Mrs. [62](#)  
Street, T. A., Judge [4](#)  
Stuart, Jr. [61](#)  
Trenton, AL [22](#)  
Triana, AL [20](#)  
Triginess, Mead [33](#)  
Walker, Judge [59](#)  
Ward, F. P. [20](#), [44](#), [49](#)  
Ward, [19](#), [29](#), [47](#), [48](#), [51](#), [52](#)  
Watts, Gov. [57](#)



William's Store [41](#)

Winston, Edward [5](#), [6](#), [8](#), [9](#), [10](#), [11](#), [12](#), [13](#), [14](#), [16](#), [18](#),  
[62](#)

Winston, Ed [1](#), [2](#)

Winston, John G., Jr. [8](#), [62](#)

Winston, John G., Sr. [11](#), [14](#), [16](#), [62](#)

Winston, John G. [1](#), [2](#), [3](#), [7](#), [12](#), [13](#), [14](#), [15](#)

Winston, Lucinda [1](#), [2](#), [3](#)

Winston, Nancy A. [5](#), [6](#), [9](#), [10](#), [11](#), [16](#), [18](#)

Woodward, H. D. [48](#)

# Frances Cabaniss Roberts Collection

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

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

**Archives/Special Collections Access Restrictions:** None

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

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



THE UNIVERSITY OF  
ALABAMA IN HUNTSVILLE

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