

Names:

Ward, Francis P.

Places:

Huntsville, AL

Types:

insurance

Dates:

Apr 24, 1872

No. 134 \$ 2000⁰⁰

BY THIS POLICY OF INSURANCE,

THE

HOME PROTECTION OF NORTH ALABAMA,

In consideration of the sum of Thirty five Dollars

To it paid by the insured hereinafter named, the receipt whereof is hereby acknowledged.

DOES INSURE Francis P. Ward Trustee for Alvin Eason and Others
AGAINST LOSS OR DAMAGE BY FIRE

To the amount of Two thousand Dollars.

upon the One Story frame Shingle roof dwelling occupied by
James F. Bone as a Family Residence and situated on the
South Side of Holmes Street in the City of Huntsville
Ala. Permission granted to use Coal Oil for Lights
the Lamps to be filled by daylight only.

C P B
⑨
1872-187

Names:

Bone, James F.

Eason,

McLain,

Ward, Francis P.

Types:

insurance

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 7, Folder 9

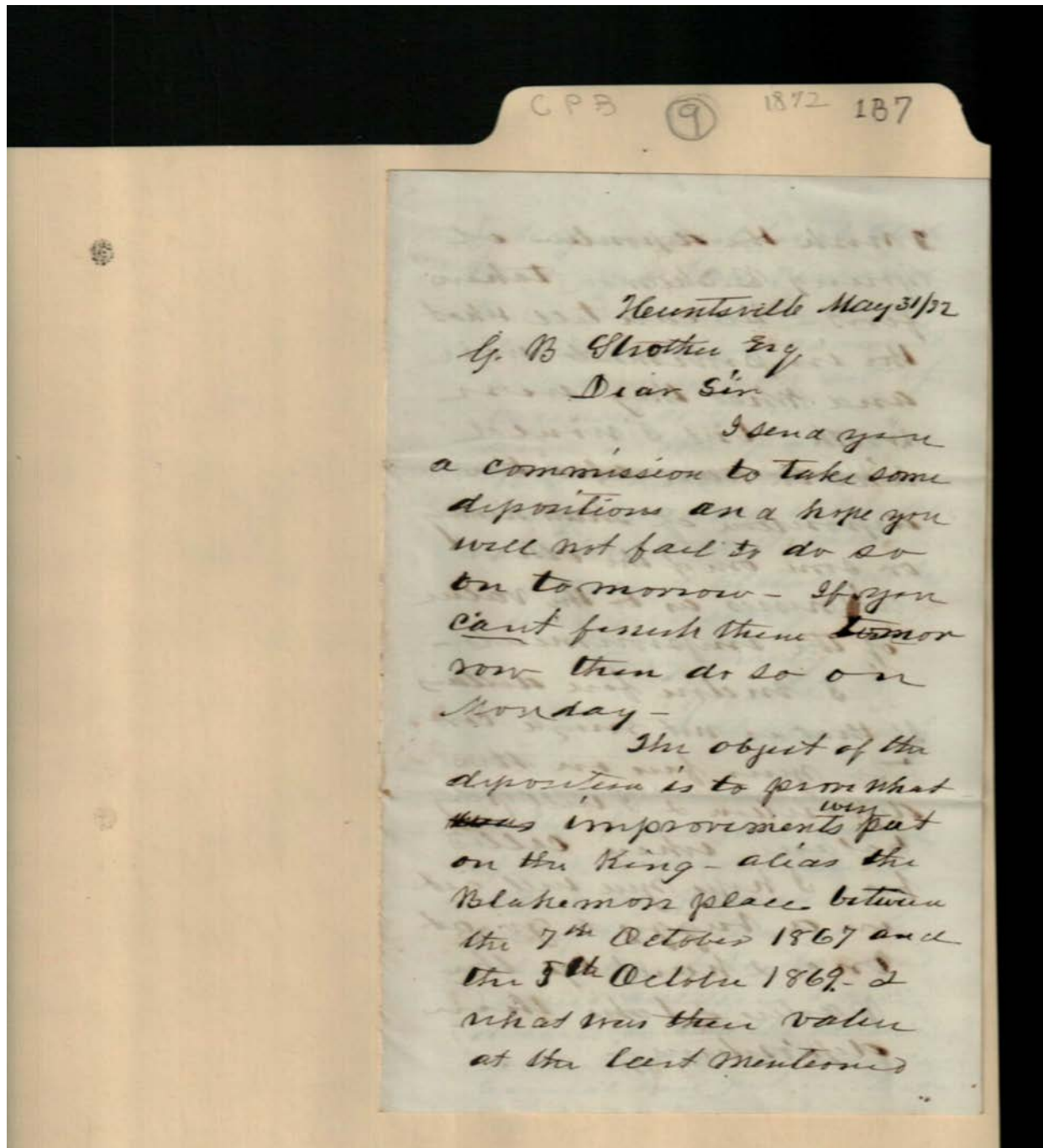
Legal and court documents, 1872

Image 4 r01b07-09-000-0004 Contents Index About



Names: Cox, Robert E. Sprague, William
Types: insurance
Dates: Apr 24, 1872

CRB
9
1872-187



Names:

Strother, G. B.

Places:

Huntsville, AL

Types:

letter

Dates:

May 31, 1872

I wish the deposition of
Young Blakemore taken
first - We can tell what
the improvements were
and what they were
worth - but I would
like to have also the
deposition of Matt Kenny
or some one of the other
witnesses as to the value
of the improvements -
I enclose five dollars
if that is not enough for
your fee on the
deposition I will pay
balance when called
for - I hope you will get
in a buggy & go at
once & hand up the
parties & take their
depositions

Set your certificate state
that you have personal
knowledge of the identity
of the witnesses examined
and that you are not of
counsel or of kin to
any of the parties to
the cause nor in
any manner interested
in the result thereof -
A recent statute makes
this necessary -
Very Truly
Yours
S. D. Cabaniss

If the full & fair value
of the improvements
can be proved by
one of the witnesses the
other can be found
it will answer - I now
desire to take the same
value of all the witnesses -
Several men put in last

CPB
1872-187

Names:

Blakemore, Young

Cabaniss, S. D.

Kenny, Matt

Types:

letter

C P B (9) 1872 187

we should get a water
haul - Blake says
is necessary because
he knows that the
improvements were
made under a con-
tract between his father
& myself while he
was a tenant of mine
they consist of houses
two or three and few
cows - 50c

Names:

Blakemore,

Types:

letter

CPB 9 1872 187

S.
and Cotton.

Pleasant, Huntsville, Ala. Jan 4 1872
Shreveport La
Dear Rob -

Enclosed find Kerchiral's letter which explains itself, and our check of \$1195 in A & S to your order for \$1110⁰⁰ covering said recd of Kerchiral less 26⁰⁰ legal charges = \$1149⁰⁰. With coming to myself say \$1149⁰⁰ = amt of enclosed OK \$1110⁰⁰. I write Kerchiral today that we will adopt his advice, & will duly notify you when anything further is done. Please return me the enclosed letter and acknowledge Rich OK.

Give love to Sister and the children with kindest regards to the Judge. Nothing new since you left except the usual church festivals & few parties &c that always come off during Christmas. Nealy & Co have rented the Store we now occupy & will move in as soon as Watkins puts in new shelves in his Store on W. No. 6 Commercial Row. Chris Donegan & his friends were in on Tuesday last - I have not heard that whiskey killed them.

Brother Jim will move in from Doon. I thought of handcuffing myself - but I rented my home out advantageously & concluded to board as usual -

Sauler from Arkansas was in to see about your mortgage here several times after you left. I suppose Shelly wrote you about it - What did you do toward collecting Rents in Mississippi? Set me down for off Am
Tom Parsons

Names:

, Rob
, Shelly
Donegan, Chris

Kerchiral,
Nealy,
Pleasants, Sam

Rich,
Watkins,
Weaver, George

Places:

Shreveport, LA

Types:

letter

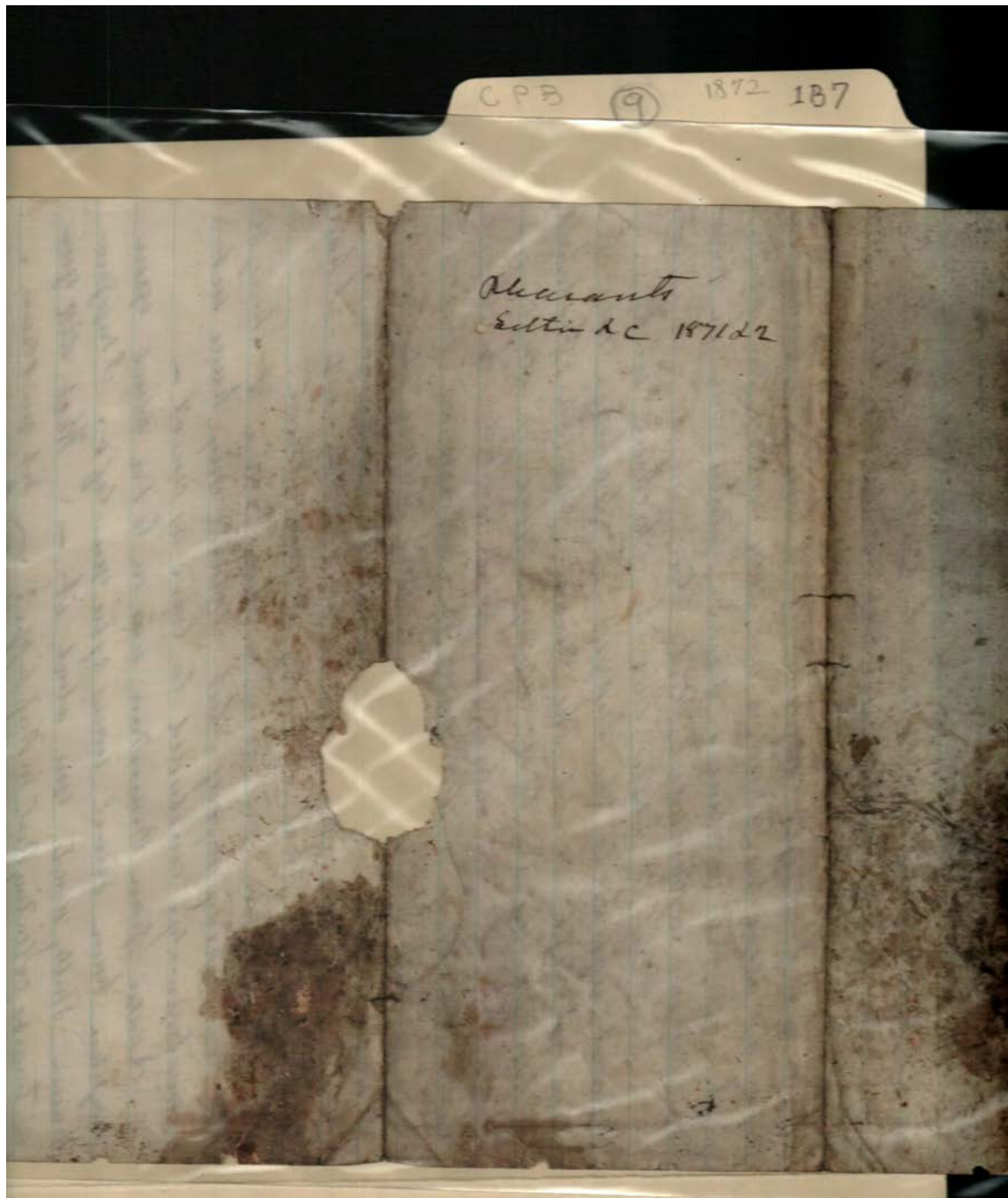
Dates:

Jan 04, 1872

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 7, Folder 9

Legal and court documents, 1872

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Names:

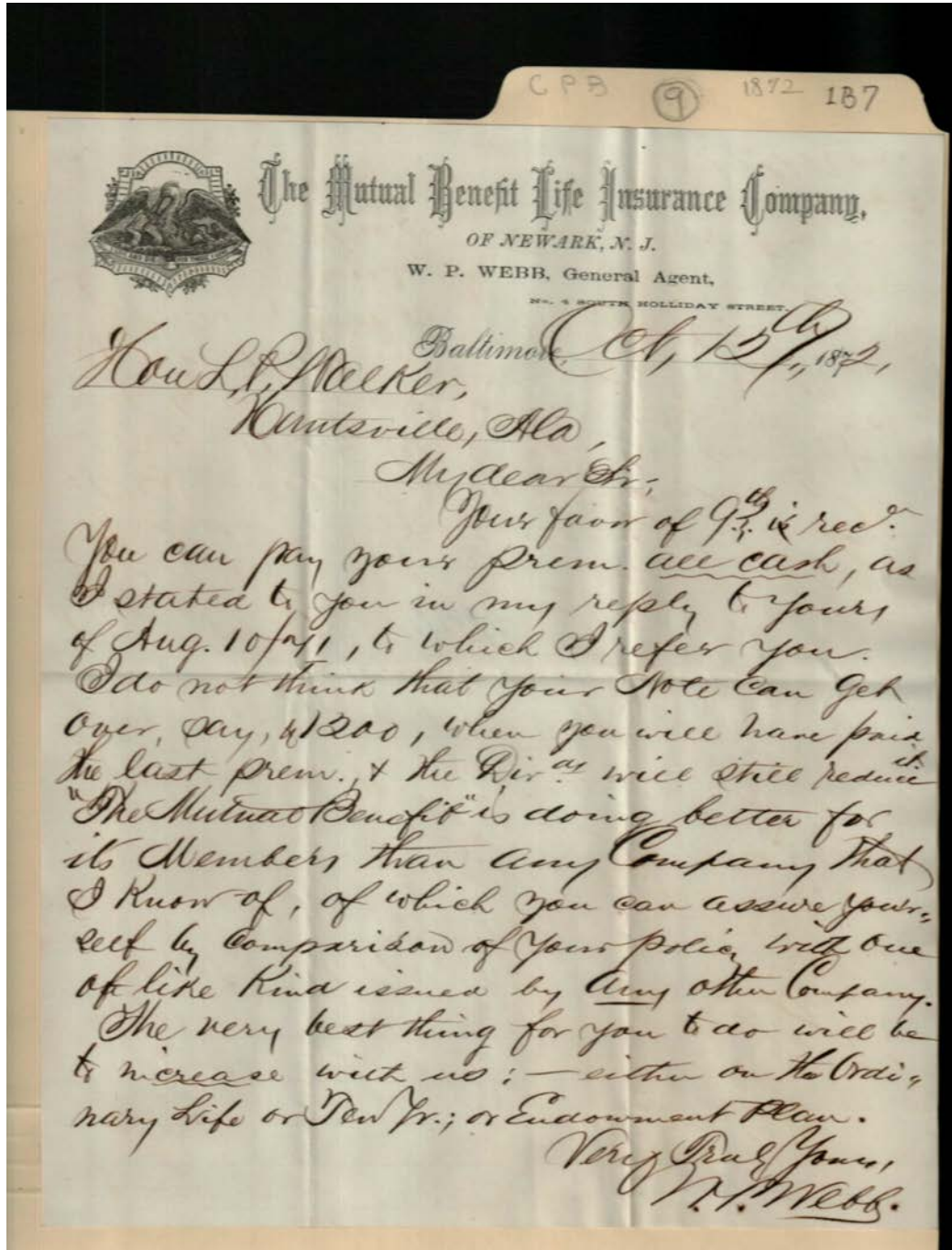
Pleasants,

Types:

memo

Dates:

1871-72



Names:

Walker, L. P., Hon.

Webb, W. P.

Places:

Baltimore, MD

Types:

insurance

Dates:

Oct 12, 1872

C P B (9) 1872 187

July 6 1872

Remitted to C. J. Campbell
Cashier National Bank, New York
N. Y., Check No 28881 of Fordyce
& Rison, on Bank American, New
York, in my favour for \$131,
and endorsed to Equitable Life
Assurance Society of New York State,
to pay premium on my Life
Policy, No 29467. Due August
11 1872. — See Letter Book
p 173 — L. P. M. —
I directed the receipt to be sent to Fordyce & Rison,
as I should not be at home.

Names:

Campbell, C. J.

Fordyce,

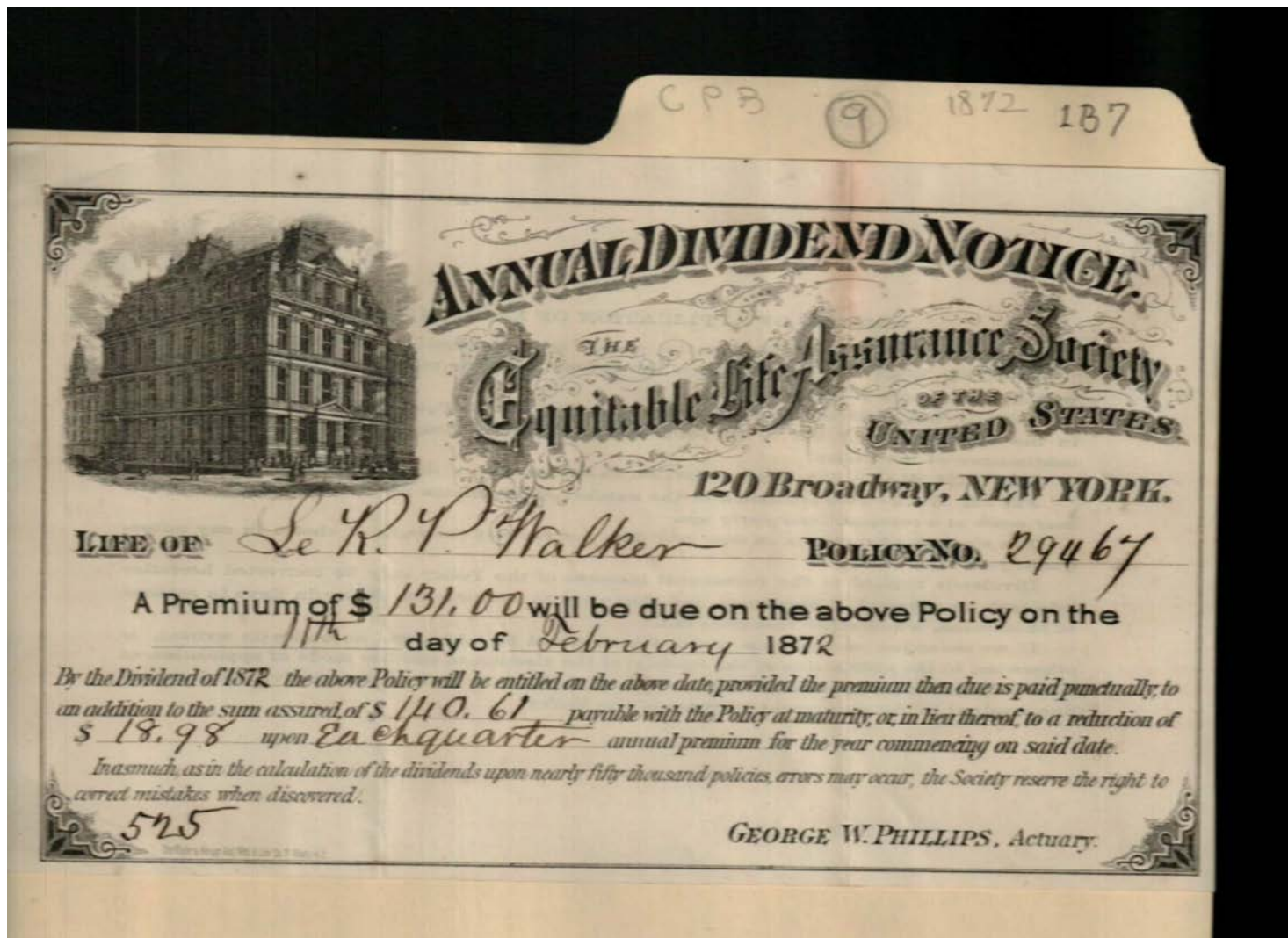
Rison,

Types:

insurance

Dates:

Jul 06, 1872



Names:

Walker, L. P.

Places:

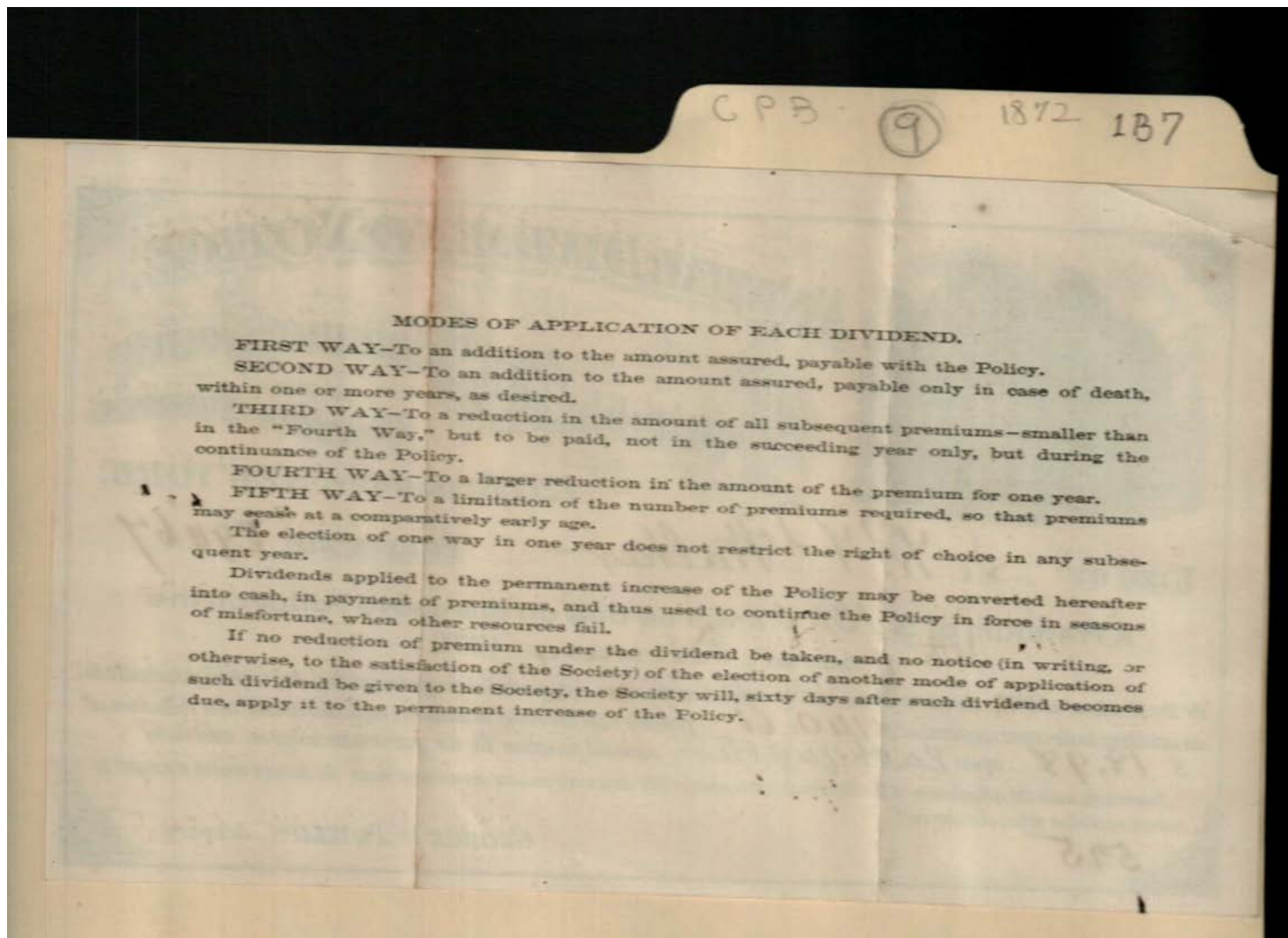
New York, NY

Types:

insurance

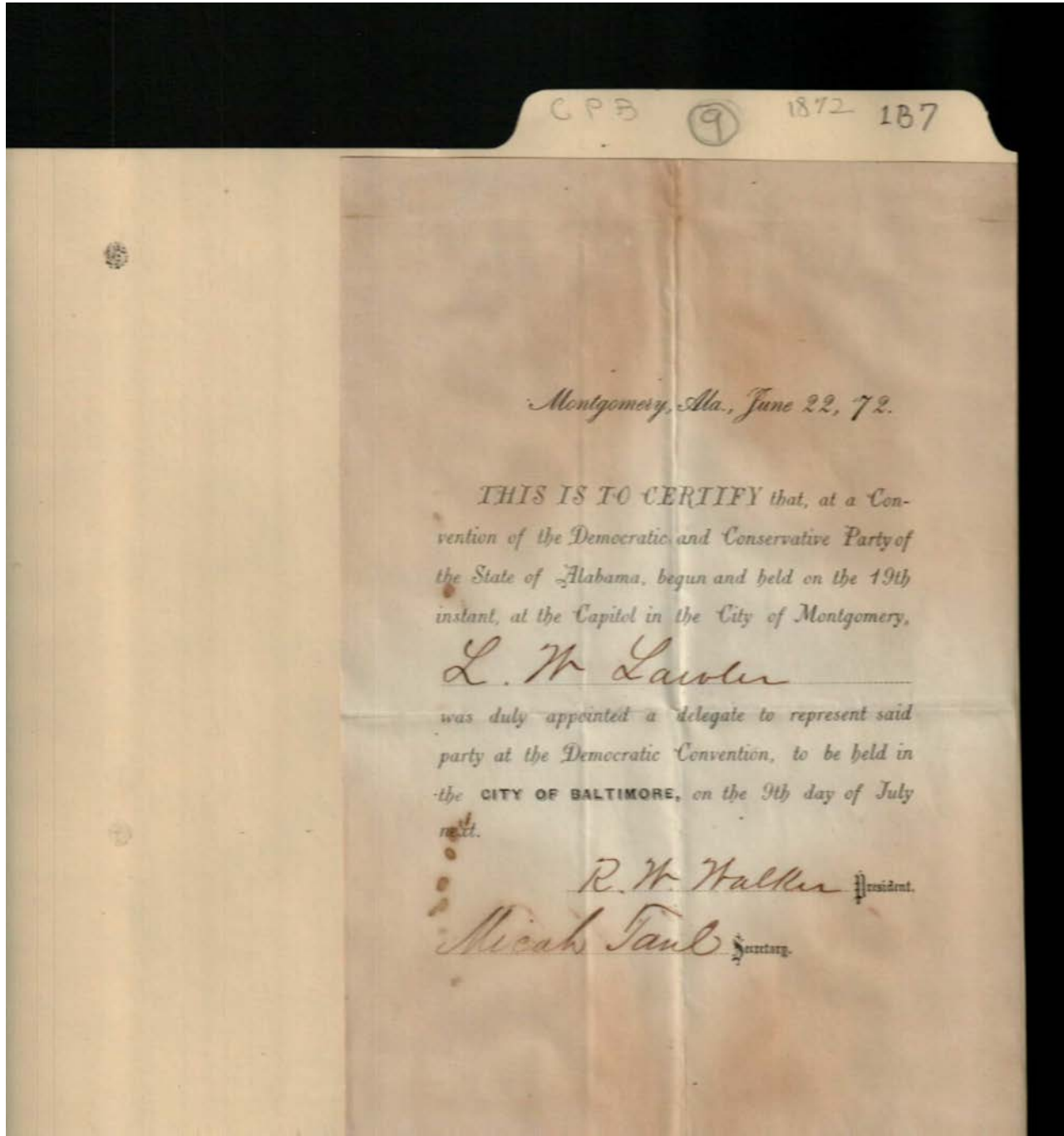
Dates:

Feb 11, 1872



Types:

insurance



Names:

Lawler, L. W.

Paul, Micah

Walker, R. W.

Places:

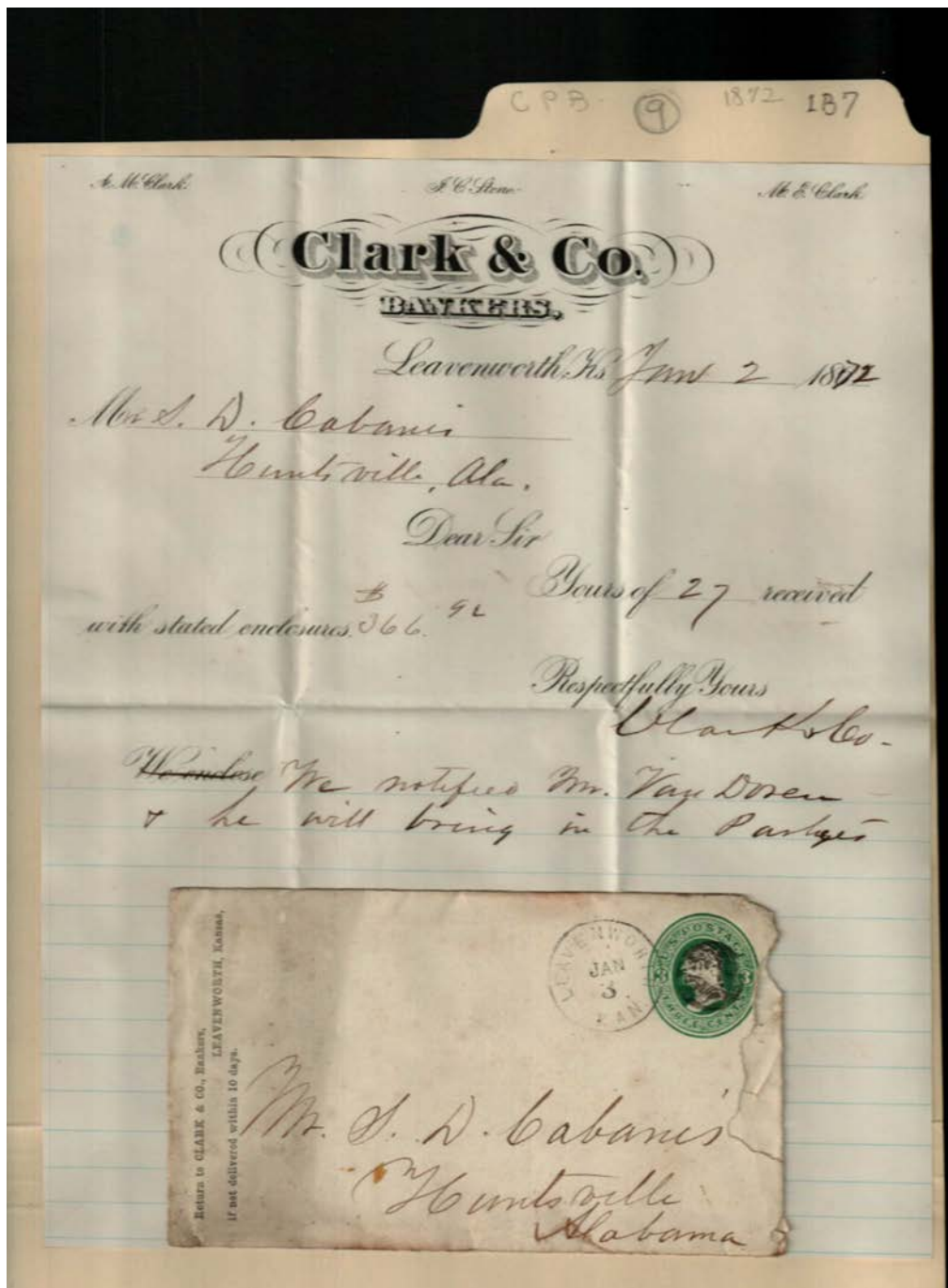
Montgomery, AL

Types:

letter

Dates:

Jun 22, 1872



Names:

Cabaniss, S. D.

Clark,

Van Doren,

Places:

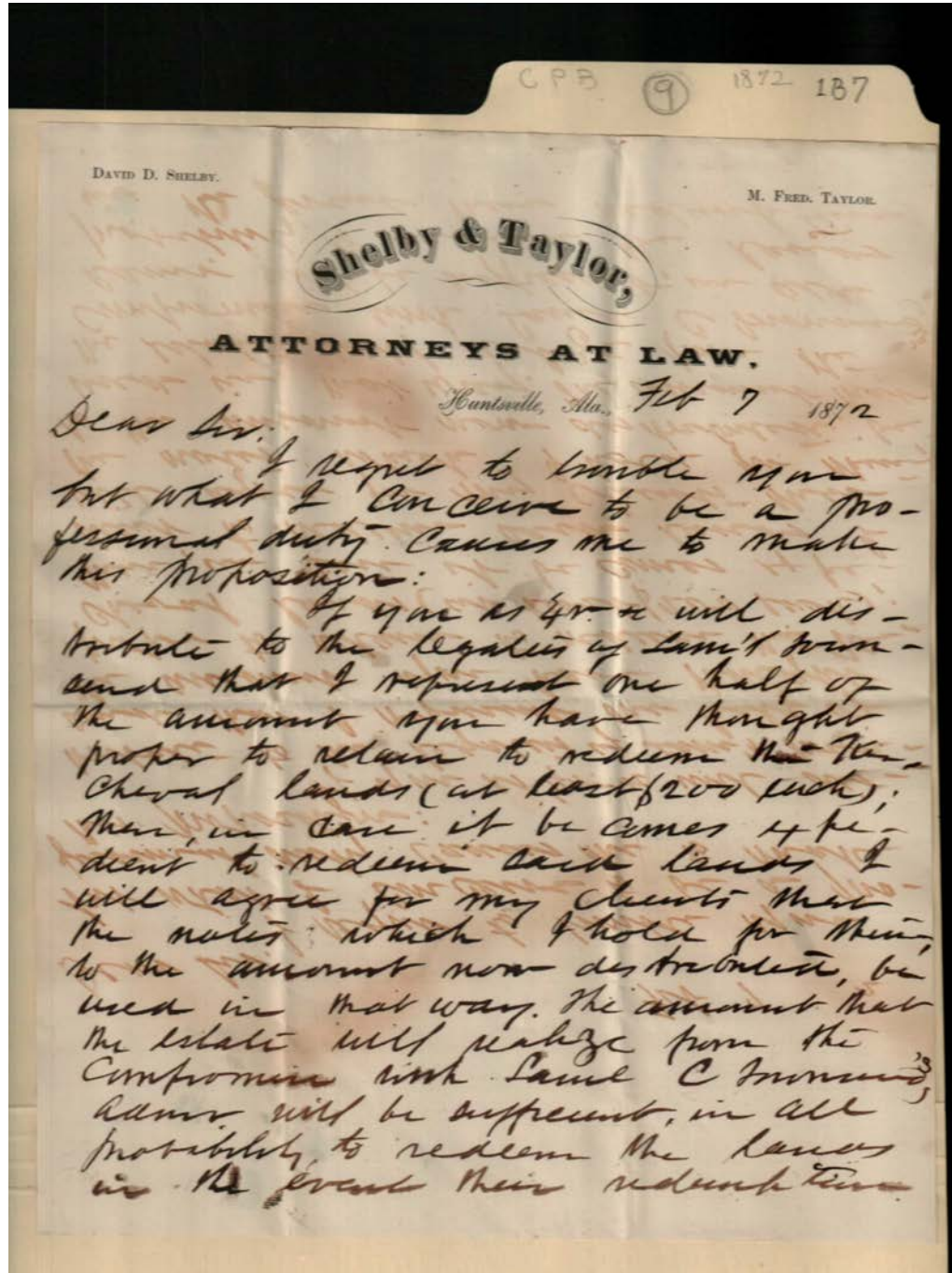
Leavenworth, KS

Types:

receipt

Dates:

Jun 02, 1872



Names:

Shelby, David D.

Taylor, M. Fred

Townsend, Samuel C.

Places:

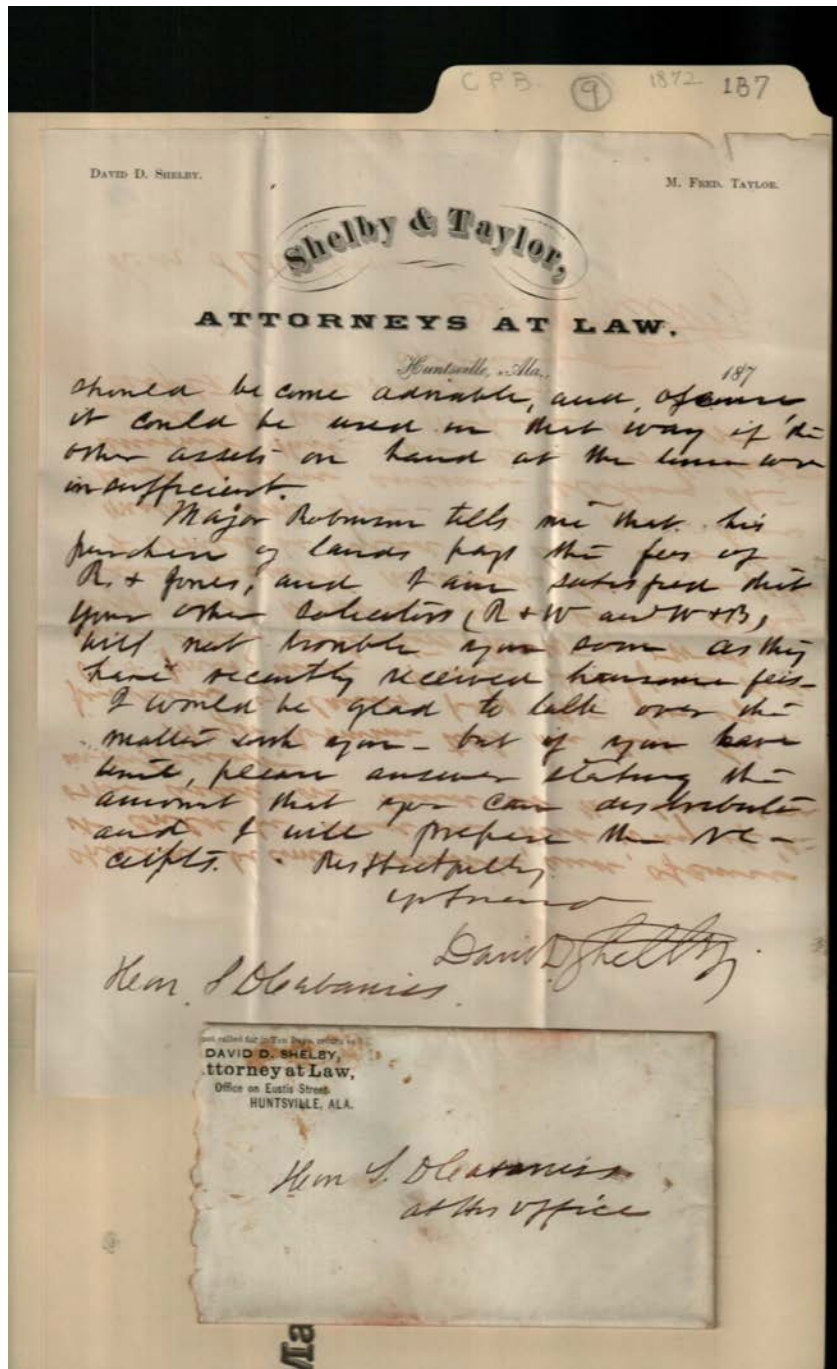
Huntsville, AL

Types:

letter

Dates:

Feb 09, 1872



Names:

Cabiniss, S. D.

Jones, R.

Robinson, Major

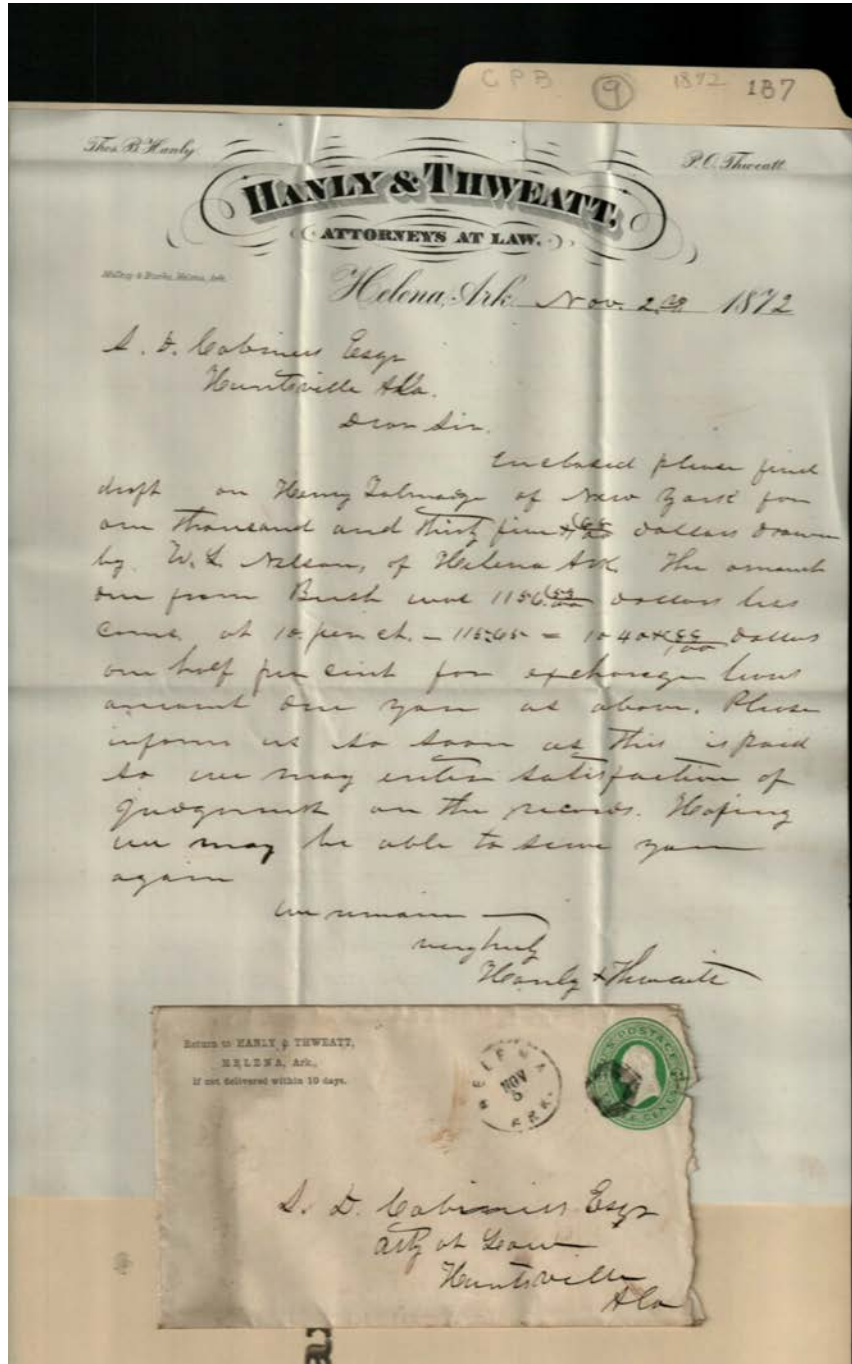
Shelby, David D.

Places:

Huntsville, AL

Types:

letter



Names:

Bush,
Cabaniss, S. D.

Hanly, Thomas B.
Nelson, W. L.

Talmage, Henry
Thweatt, P. O.

Places:

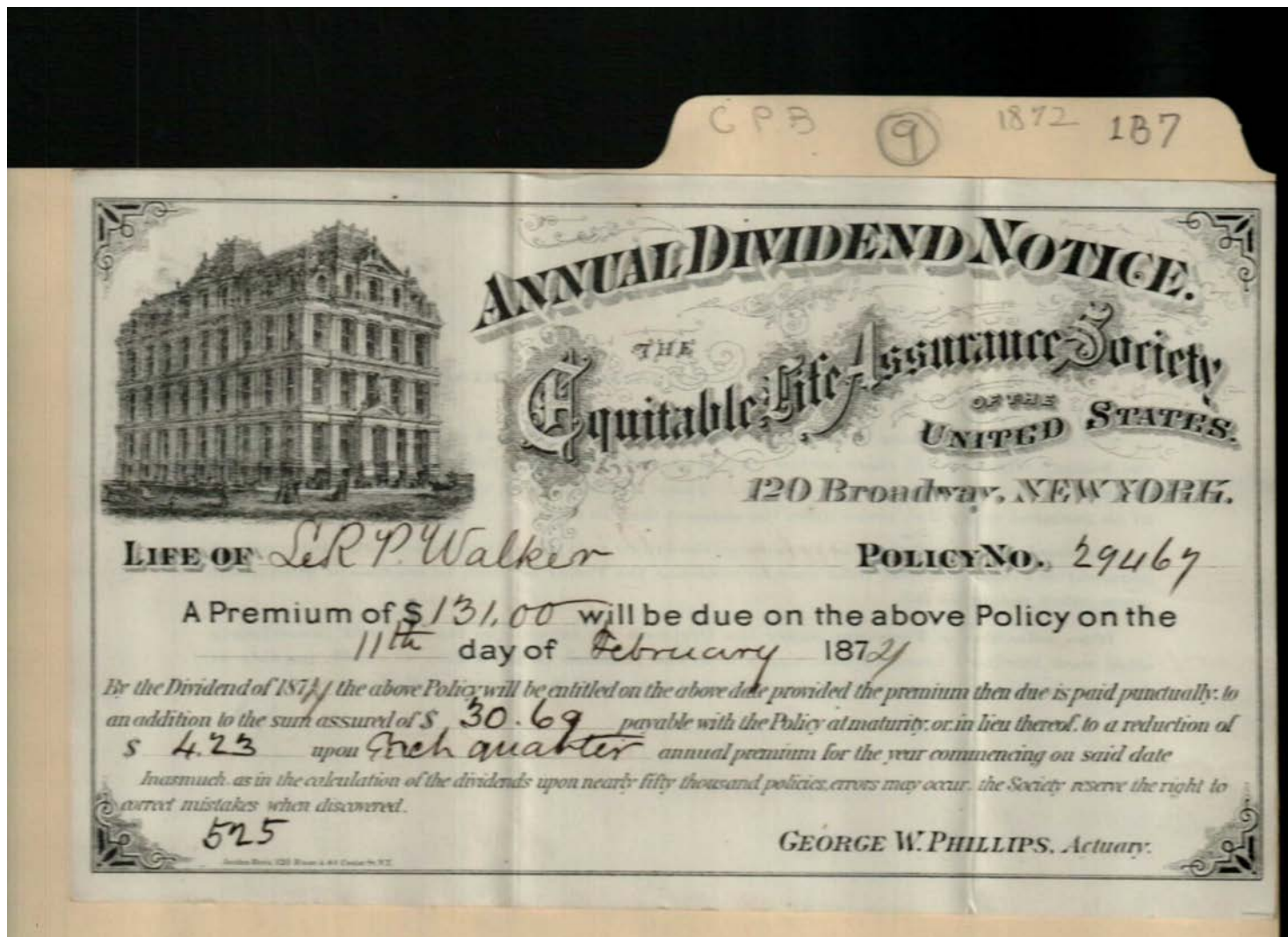
Helena, AR

Types:

letter

Dates:

Nov 02, 1872



Names:

Walker, LeRoy P.

Places:

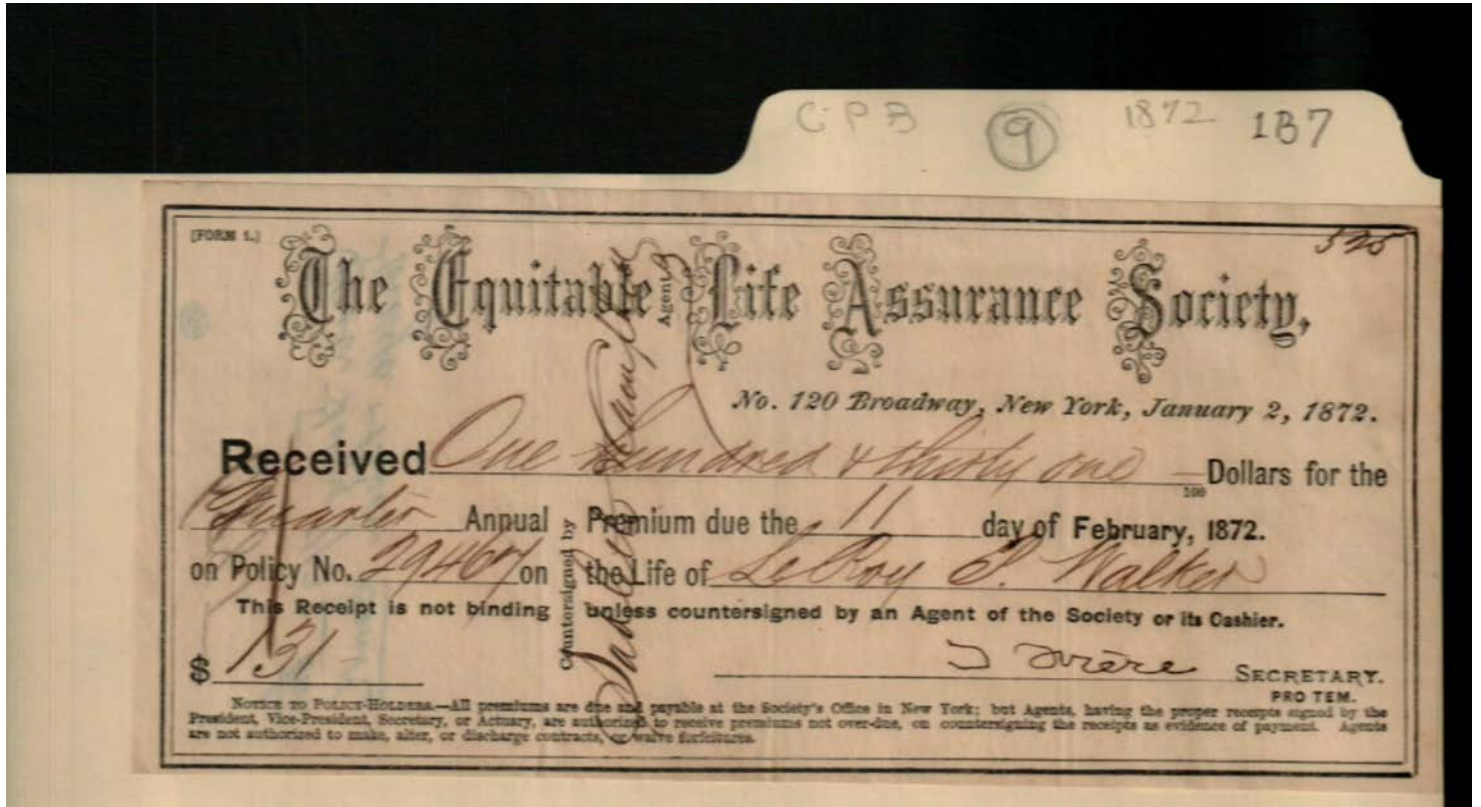
New York, NY

Types:

insurance

Dates:

Feb 11, 1872



Names:

Tirere, T.

Walker, LeRoy P.

Places:

New York, NY

Types:

insurance

Dates:

Feb 11, 1872



Names:

Fordyce,

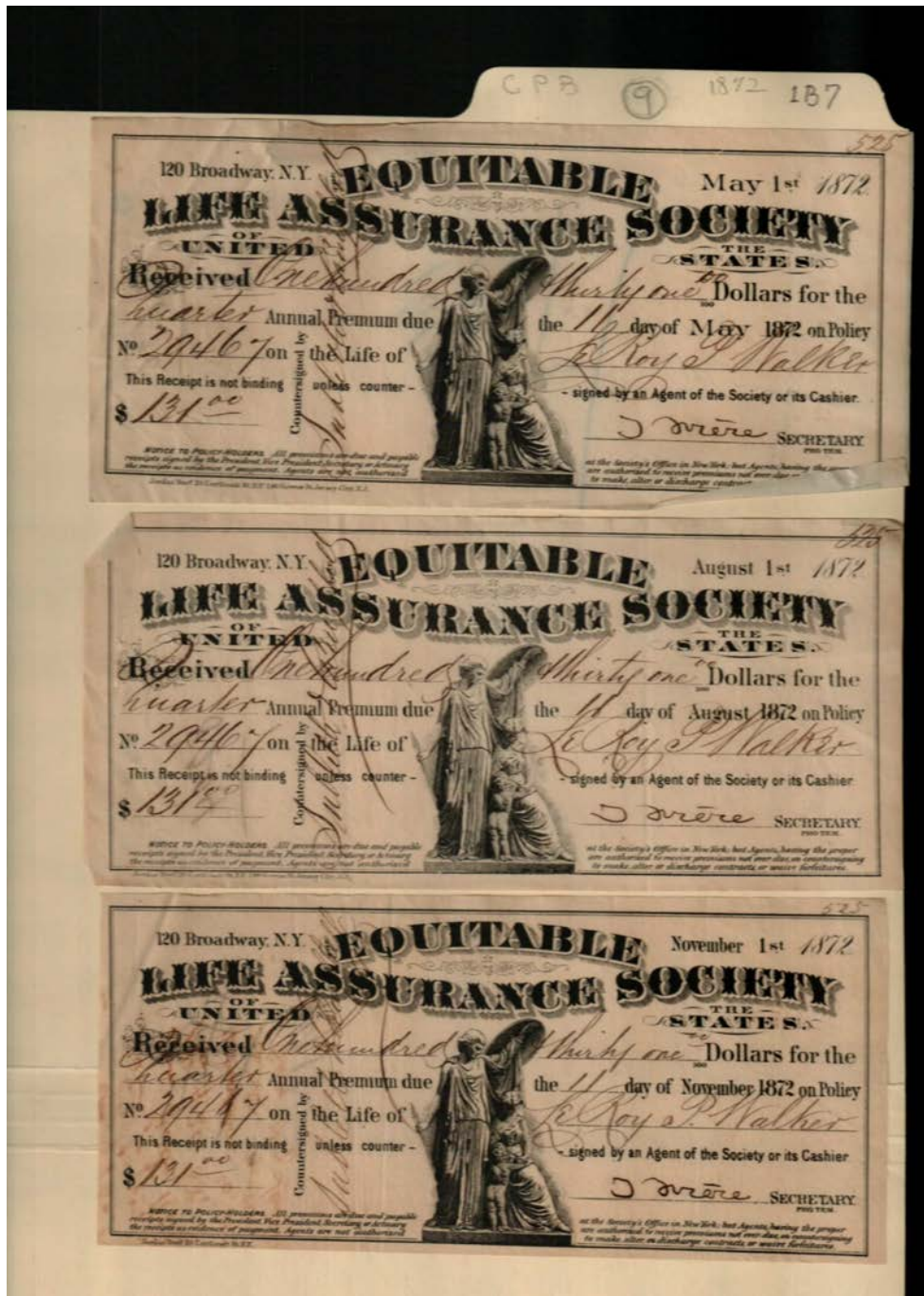
Rison,

Types:

insurance

Dates:

Feb 07, 1872



Names:

Tirere, T.

Walker, LeRoy P.

Places:

New York, NY

Types:

insurance

Dates:

Aug 11, 1872

May 16, 1872

Nov 11, 1872

CPB (9) 1872 1B7

<p>Premium, \$ 209.00</p> <p>Cash on Premium, - - - \$ 199.80</p> <p>Int. on Loan of \$ 728.00, - - - 22.28</p> <p>Cash Payment, - - - 242.98</p> <hr/> <p>Dis'd of 1871, paid, - - - \$ 97.65</p> <p>Increase of Loan, - - - 101.65</p> <p>Premium Loan at Interest, - 829.69</p>	<p style="text-align: center;">THE MUTUAL BENEFIT LIFE INSURANCE COMPANY,</p> <p style="text-align: center;">752 Broad St., Newark, N. J., July 23^d 1872</p> <p>Policy No. 46651 on the life of <i>George P. Walker</i> is hereby continued in force for <i>one year</i> from date, settlement of the premium having been made as per margin.</p> <p style="text-align: right;"> <i>Henry Bellinger</i> Treasurer. <i>W. M. Webb</i> Agent. </p> <p style="text-align: center; color: red; font-weight: bold;"> Not valid, unless countersigned BY THE AGENT. </p> <p style="text-align: left; font-size: small;"> Countersigned, </p>
--	--

N. B. Unless Premiums are paid on or before the day they become due, the Policy is forfeited and void. All Premiums are due and payable at the Company's office in Newark; but if payment is made to authorized Agents, upon Receipts issued by the Company, signed by the Treasurer and countersigned by such Agents, it will be valid. Agents are not authorized to make, alter or discharge contracts, or waive forfeitures, or grant permits.

LEWIS C. GROVER, President.

Names:

Walker, LeRoy P.

Webb, W. M.

Places:

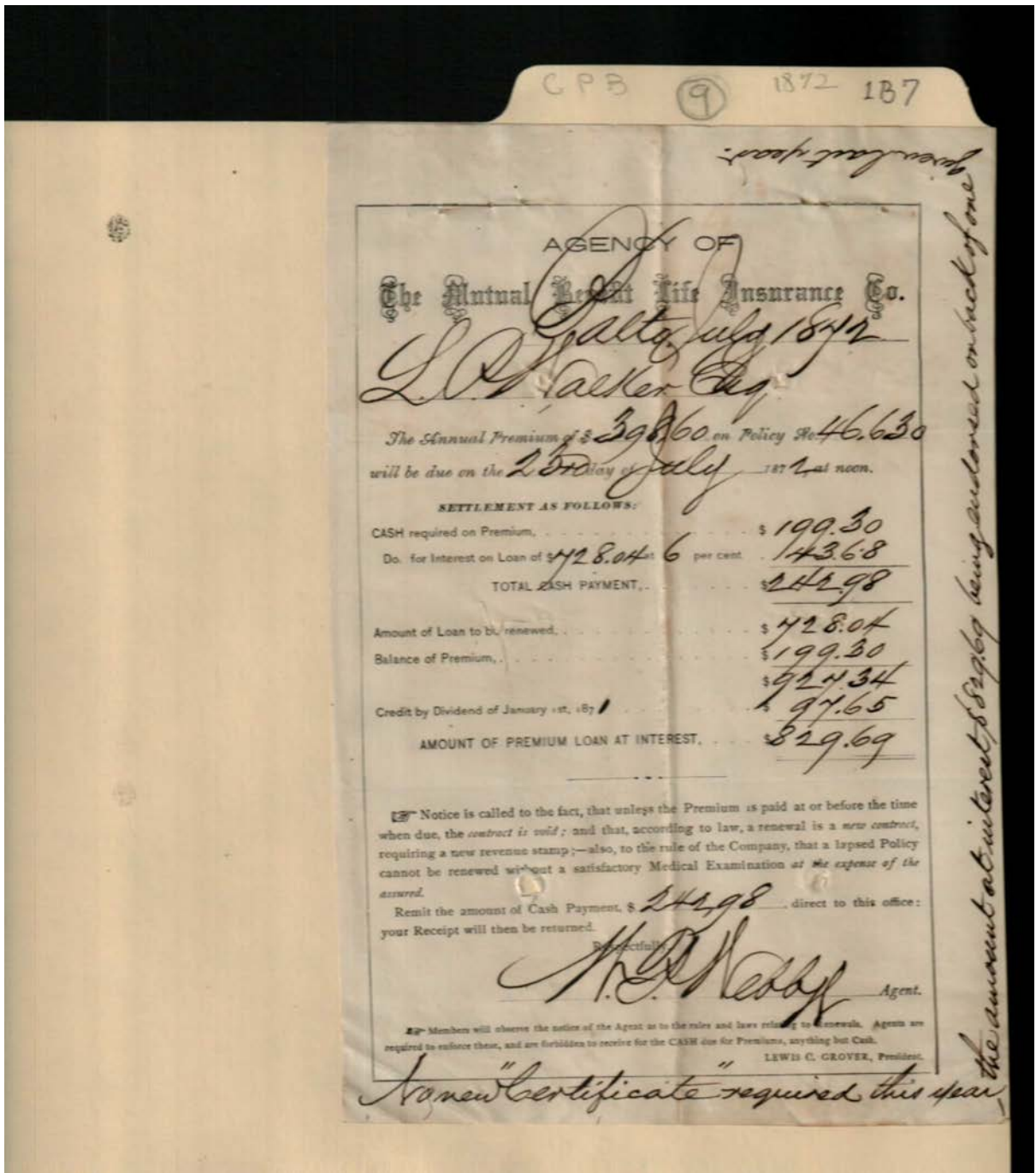
Newark, NJ

Types:

insurance

Dates:

Jul 23, 1872



Names:

Walker, L. P.

Webb, W. P.

Places:

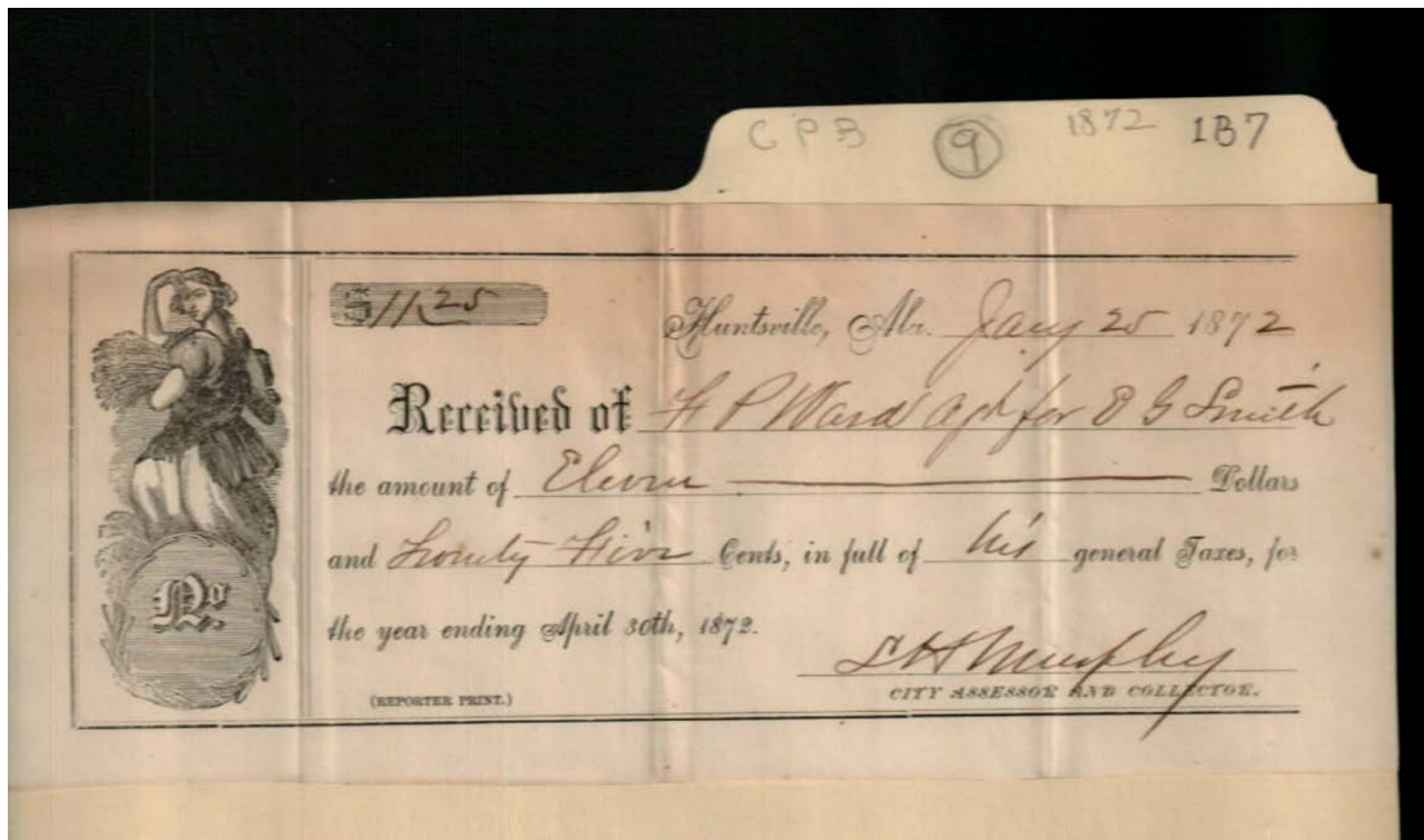
Baltimore, MD

Types:

insurance

Dates:

Jul 18, 1872



Names:

Murphy, L. H.

Smith, E. G.

Ward, F. P.

Places:

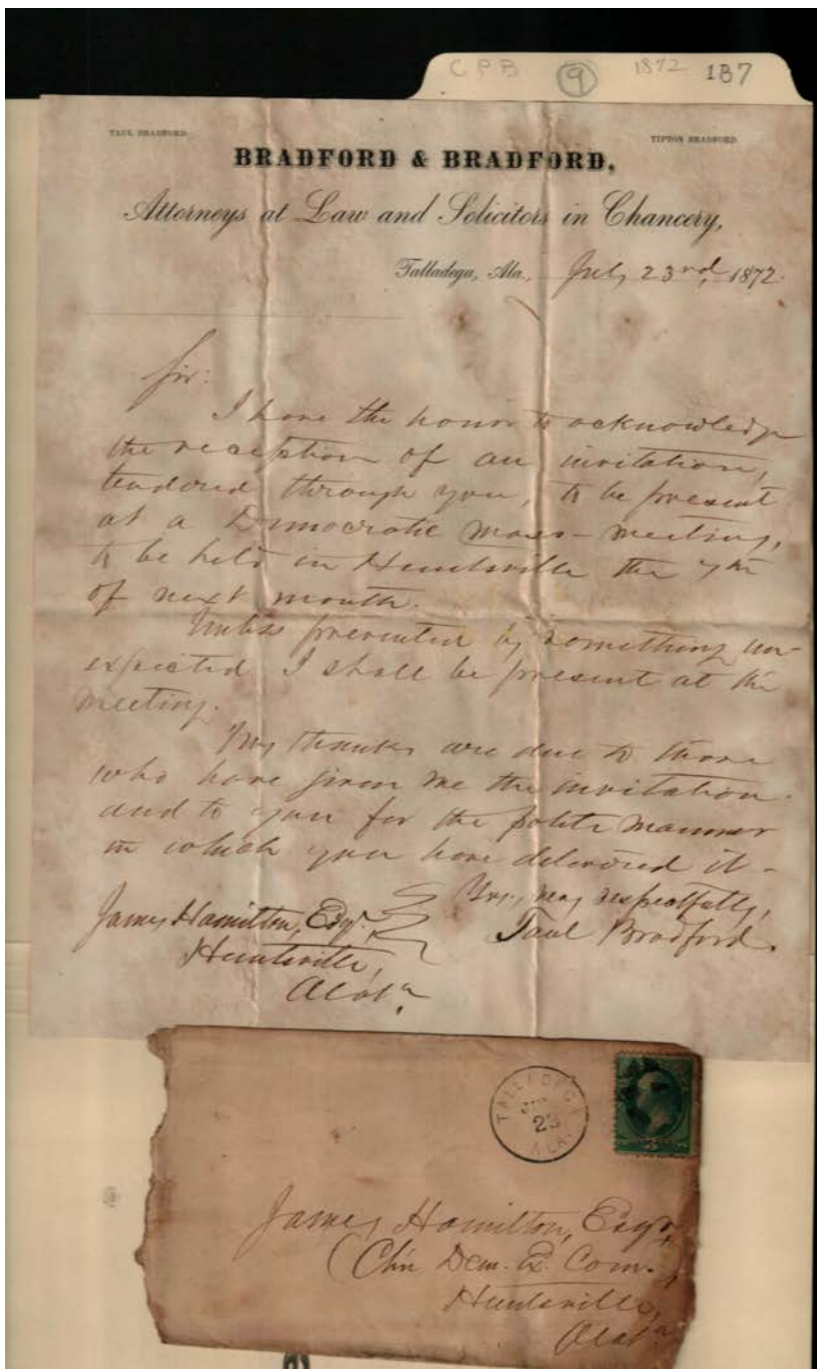
Huntsville, AL

Types:

receipt

Dates:

Jan 25, 1872



Names:

Bradford, Taul

Bradford, Tipton

Hamilton, James

Places:

Talladega, AL

Types:

letter

Dates:

Jul 23, 1872

CPS 9 1872-187

Union Place
Sewanee March 15, 1872

Dear Cabaniss,

I rec^d your letter relating to Judge Bustard's charge at Huntsville a few days since, and the papers by the name following. If his be the true construction of the 14th Amendment and the acts of Congress, then very surely the State Government have perished into shadows, and it only remains for time to develop the empty and unsubstantial nature of their existence.

(I had gotten thus far when I was interrupted & now resume - March 22, 1872)

I was merely going to add that I have not here, and could not obtain, copies of the two acts of Congress in which his Charge was based, & it would not do to undertake a review of said Charge without them.

If his is the true construction & they (the acts) are Constitutional it follows that the State Judicaries in matters Criminal are, or can be scrapped away when and it shall suit the Federal Gov^t to put the same in force.

Names:

Bustard, Judge

Cabiniss,

Places:

Sewanee, TN

Types:

letter

Dates:

Mar 15, 1872

CPB (9) 1872-187

For is this ^{not} a serious legal proposition? Wherever
the combination of two or more can be shown, in
the commission of any offense will not the defending
counsel under this construction, have the right
to demand, that the trial shall proceed no
further, in the State Court, and that the case
be remitted to the Federal Courts. Meschery
in such cases exercise jurisdiction?

If this be so, the State Judiciary is
~~emasculated~~. It would be impossible for
them to maintain, for any length of time, under
such circumstances, the least respect or consid-
eration either in the eyes of the Court, or the
people. — With the Judiciary would go in a
very short time, the very shadow of State ex-
istence. Failing in that point a State fails
in its last and most vital function. A
man comes as soon live without a head.

Very truly yours
M. D. Phelan.

I merely drop these thoughts because the subject
is up to I have pen in hand.

It is raining rapidly, has been since day
break this morn. 1. P.M. Sep. is well. Things
going on very well soon.

Names:

Phelan, M. D.

Types:

letter



Names:

Cabiness, S. D.

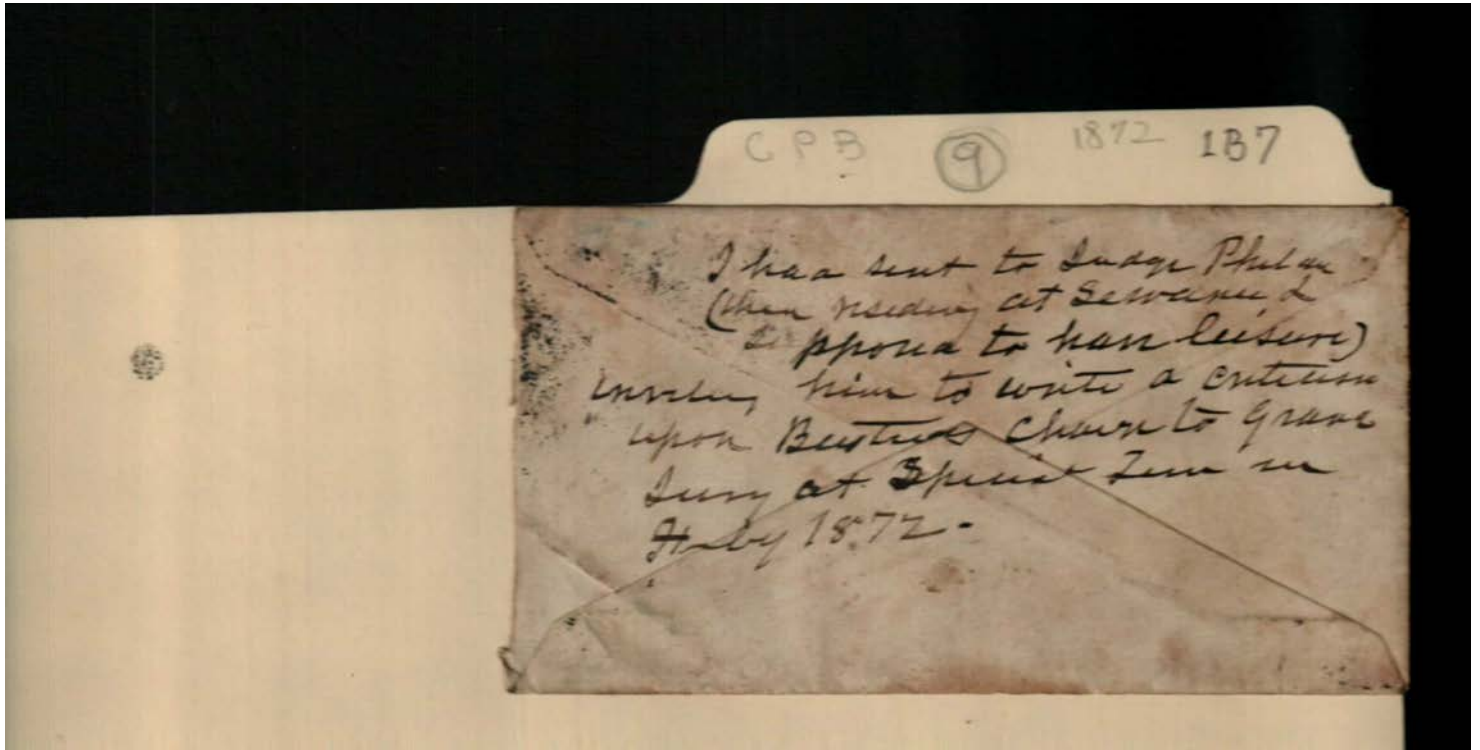
Phelan, John D.

Types:

envelope

Dates:

Mar 1872



Names:

Phelan, Judge

Types:

memo

Dates:

Feb 1872

CPB (9) 1872 187

Dodsonville Ala
May 1st 1872

S D Cabaniss Esqr
Moundsville Ala
Esqr

I received your letter dated April 26th this morning and would state in reply that the Land of James J. Beirne was not legally advertised and I have postponed the sale until the (25th) or fifth day of May 1872, the printer made a mistake in not printing and in not requesting the advocate to copy. The Herald has a good circulation in Moundsville Co. that is the reason why I advertised in it. you state in your letter that I promised to send you notice of sale, I will do so, but you told me to send it to Sam Henry at Godsden in place of sending notice to you and I did send him notice before & after notice of sale of Land. so that he could

Names:

Beirne, James J.

Cabaniss, S. D.

Henry, Sam

Places:

Dodsonville, AL

Types:

letter

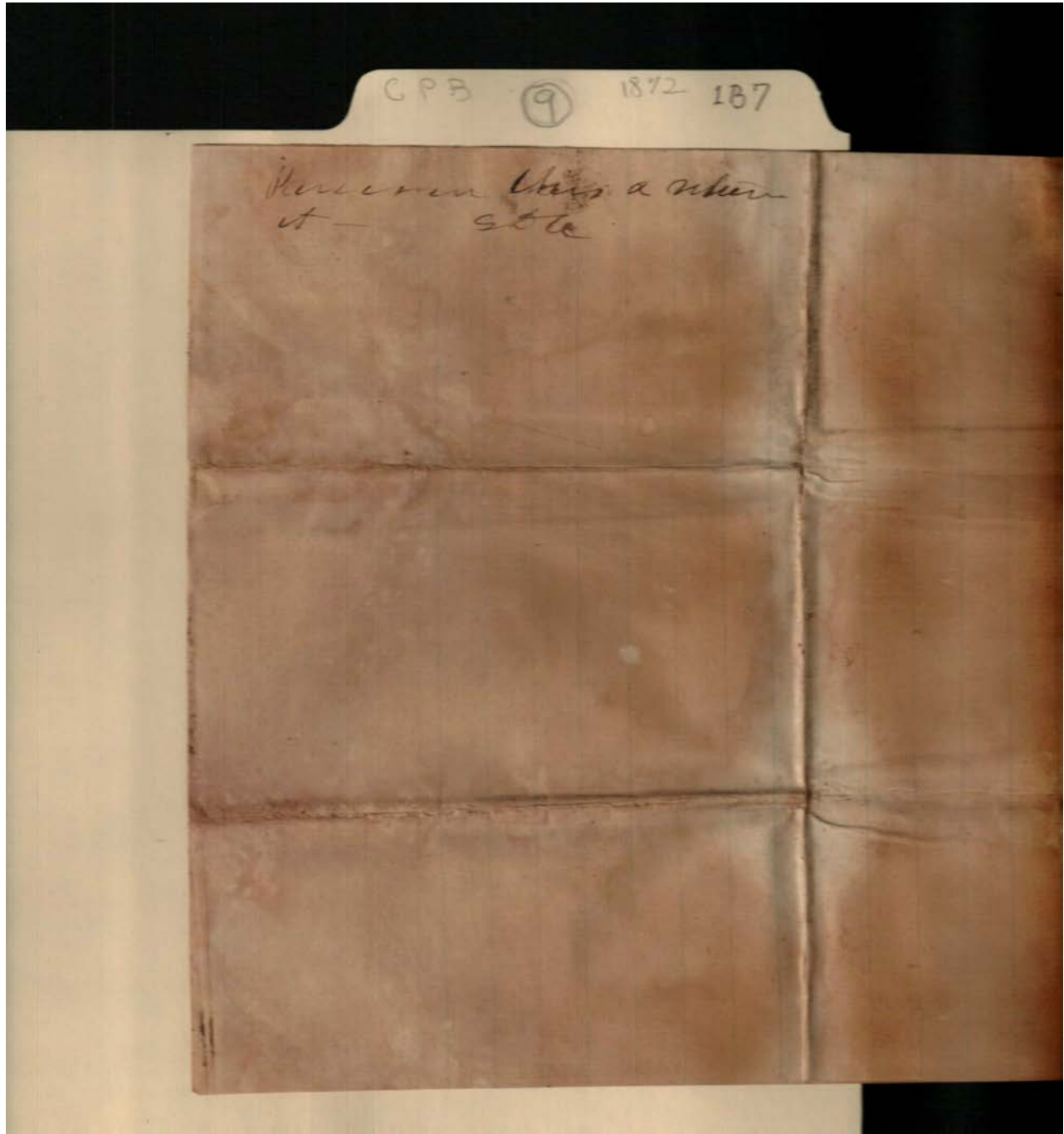
Dates:

May 01, 1872

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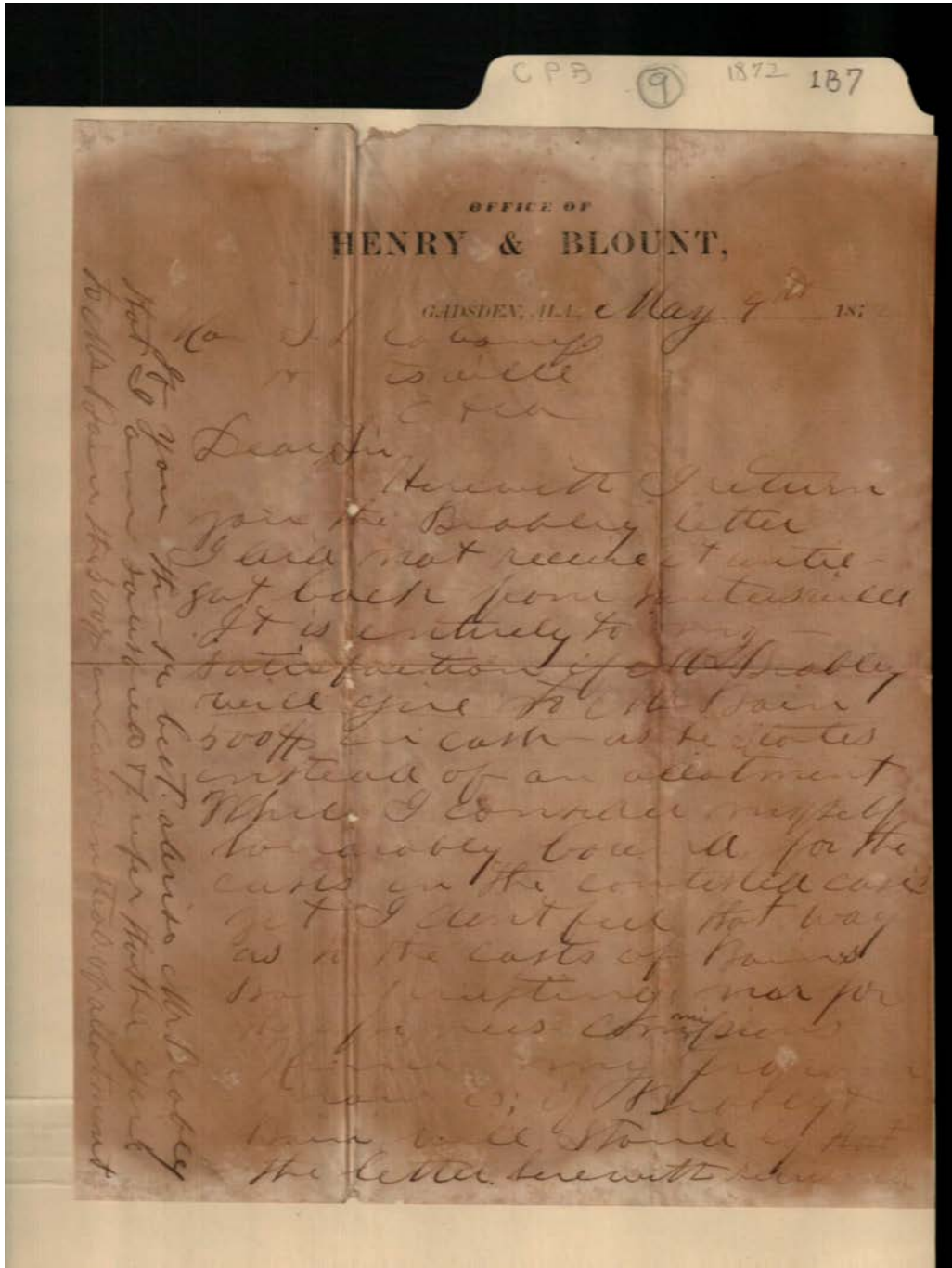
Legal and court documents, 1872

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Types:

memo



Names:

Bain, Mr.

Bradley, J. W.

Cabiniss, S. D.

Places:

Gadsden, AL

Types:

letter

Dates:

May 09, 1872

CPB (9) 1872 187

Attach this Renewal to your Policy.




PHENIX INSURANCE CO., of Hartford, Ct.

AGENCY AT Huntsville Ala Registered No. 116.

Received of H. Louis Lucet of Huntsville
None ^X100 Dollars,
being the Premium on my insured Dollars insured
under Policy No. 2326 which is hereby continued in force for one year to wit,
from the 14 day of August 1872 until the 14 day of August
1873 at noon.

D. H. Skilton Secretary. H. Kellogg President.

Counterigned at Huntsville
this 14 day of August 1872 } Coltart & Son Agent.



Names:

Coltart,

Kellogg, H.

Lucet, Louis

Skilton, D. W.

Places:

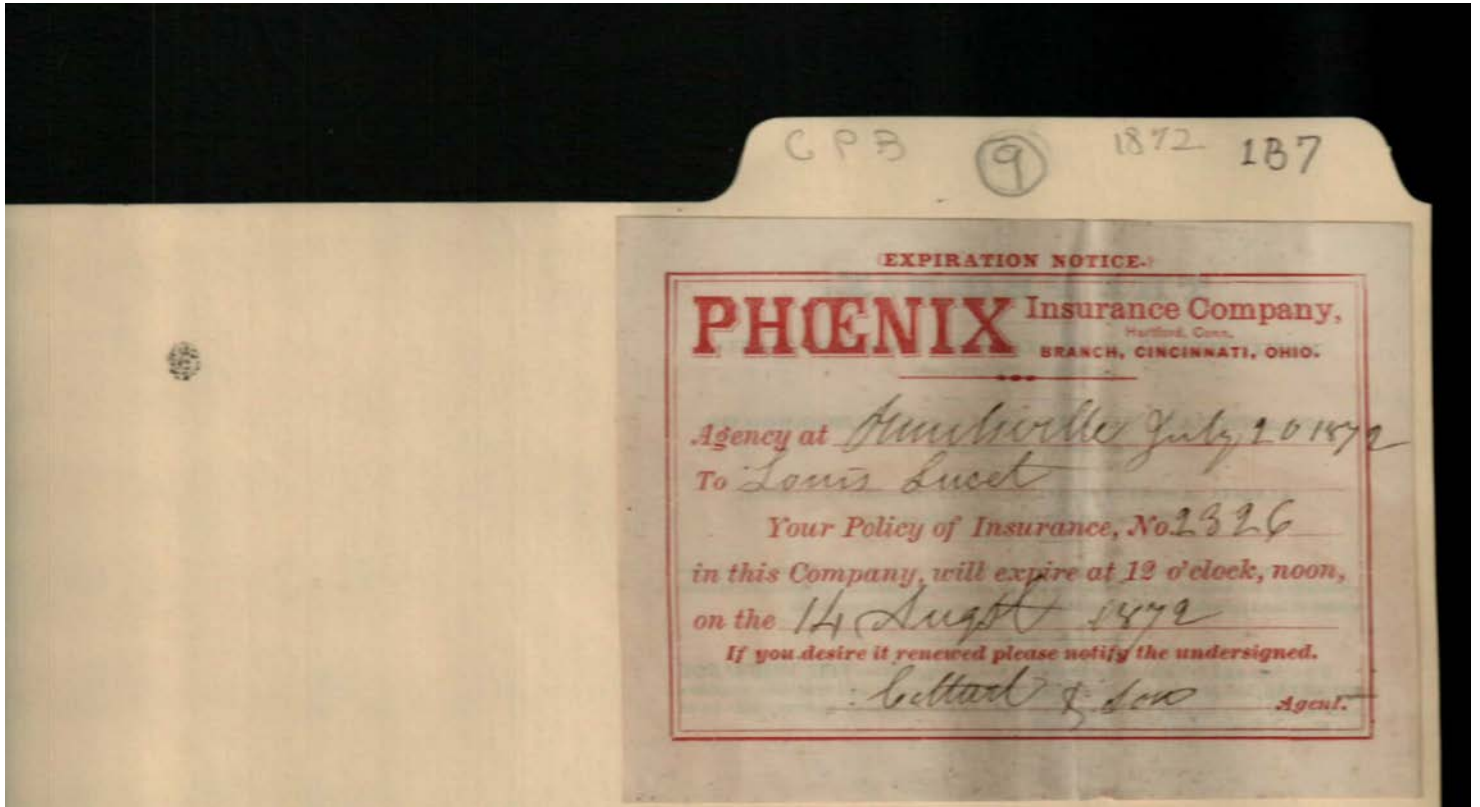
Huntsville, AL

Types:

insurance

Dates:

Aug 14, 1873



Names:

Coltart,

Lucet, Louis

Places:

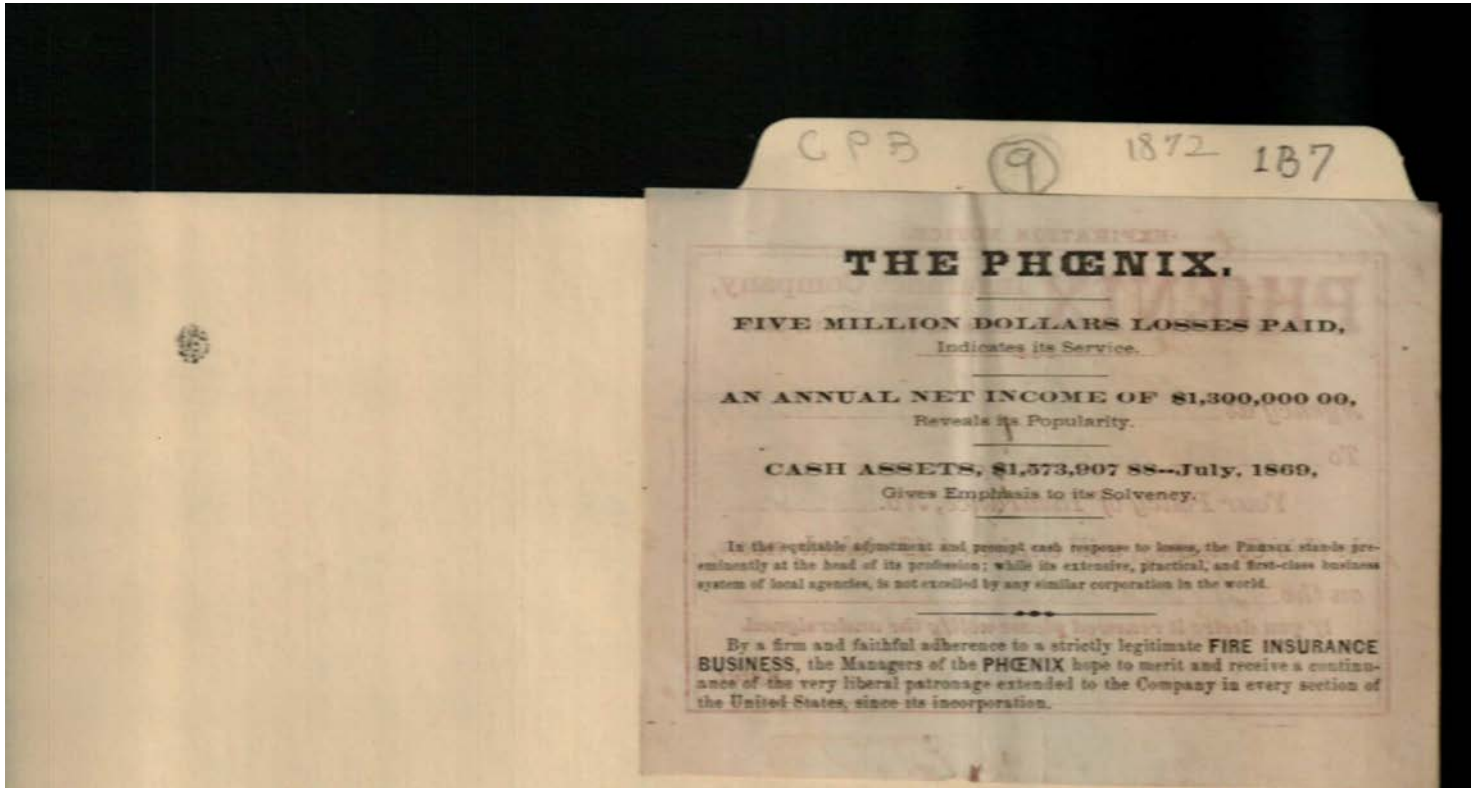
Huntsville, AL

Types:

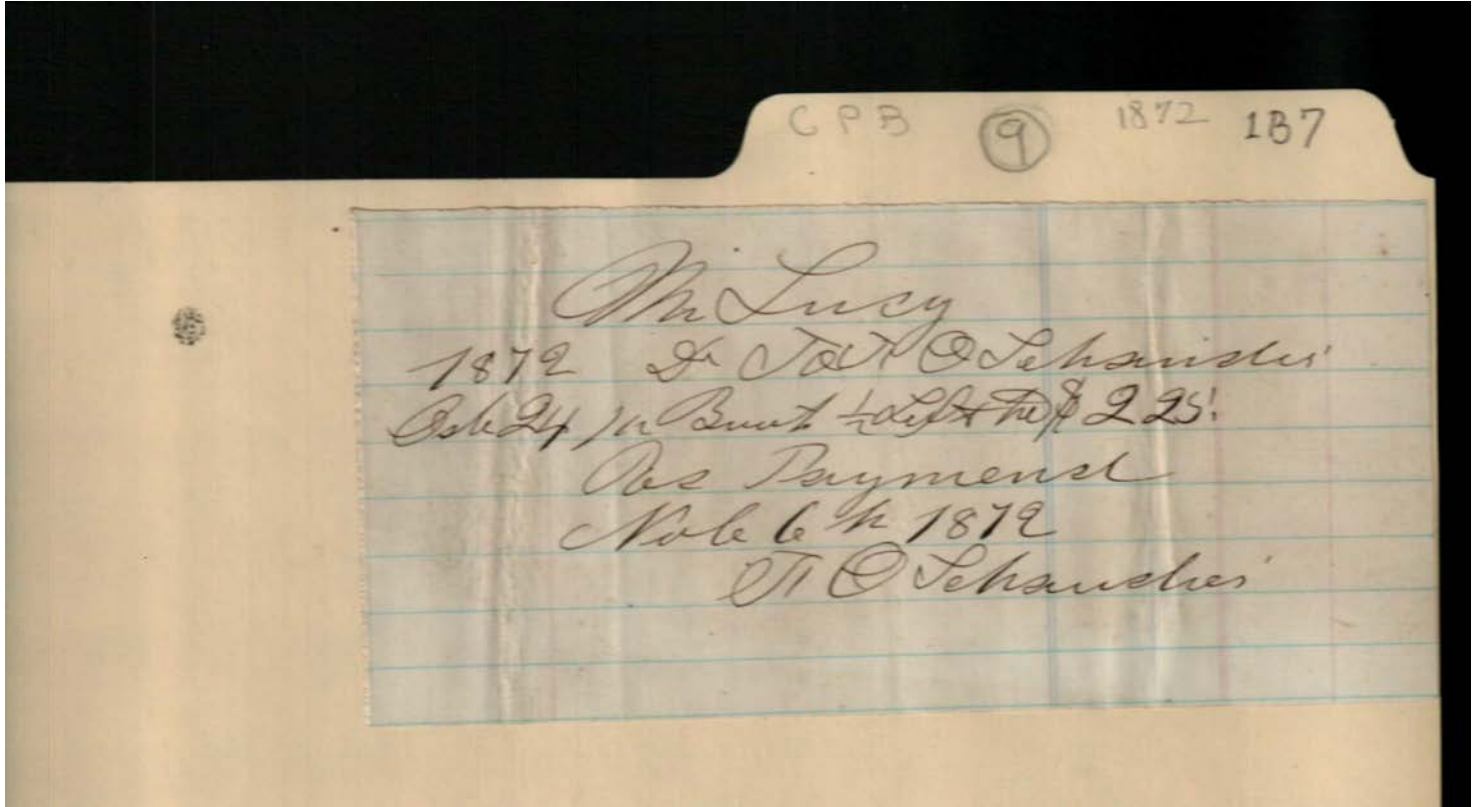
insurance

Dates:

Jul 20, 1872



Types:
insurance



Names:

Lucy, Mr.

Schandies, J. O.

Types:

memo

Dates:

Oct 24, 1872



Names:

Lucet, Prof.

Newman, W. P.

Places:

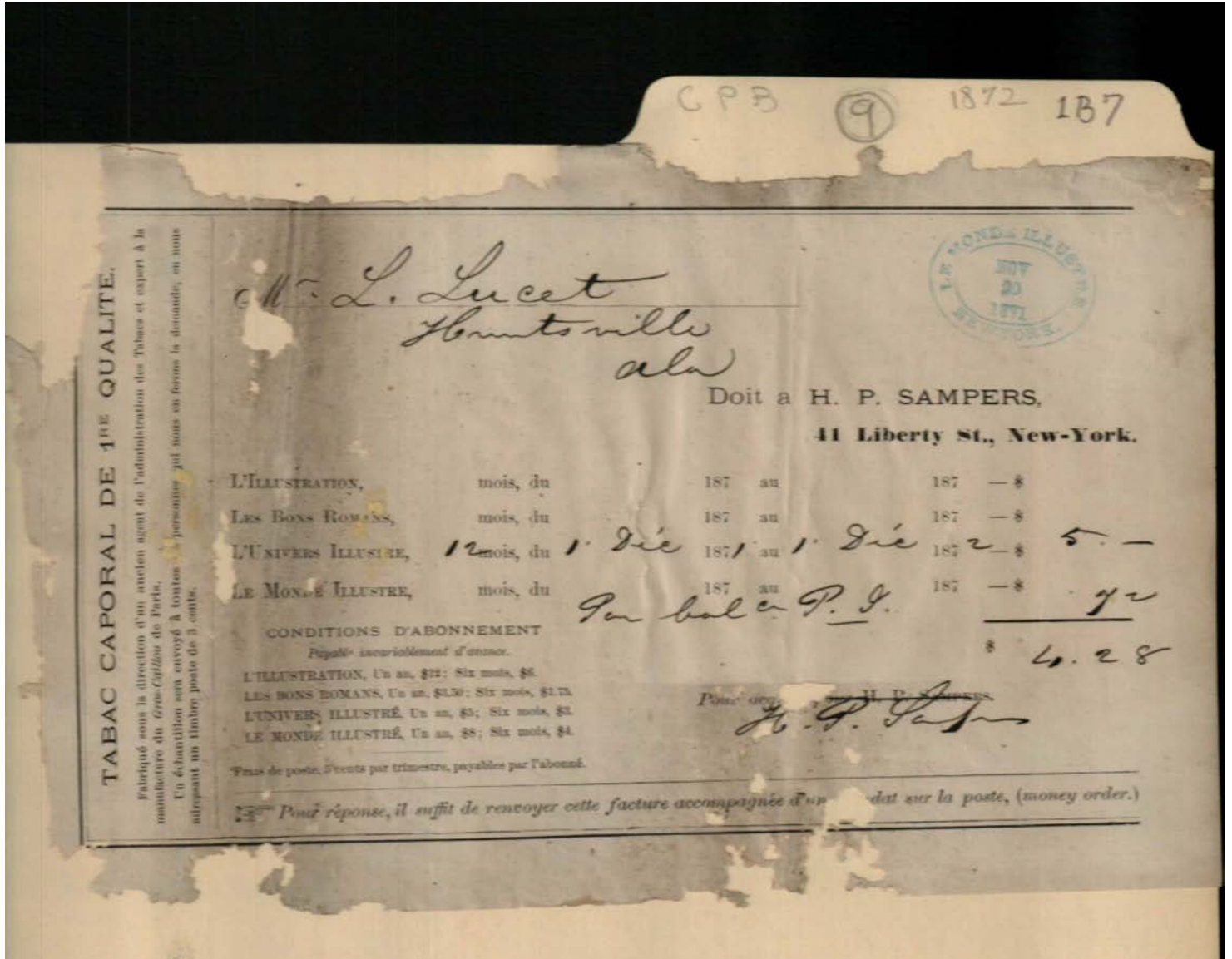
Huntsville, AL

Types:

receipt

Dates:

Dec 12, 1872



Names:

Lucet, L.

Places:

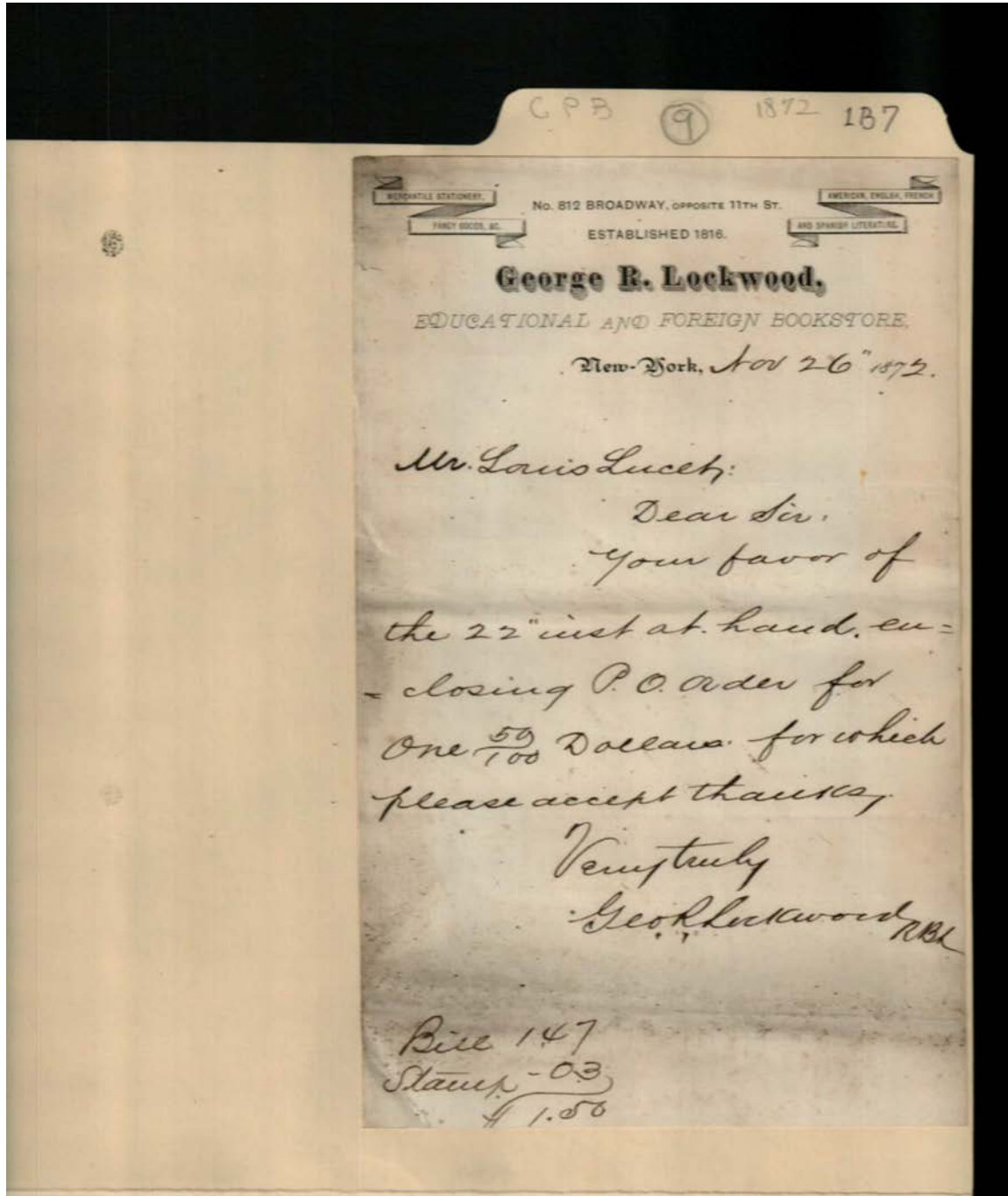
New York, NY

Types:

receipt

Dates:

Nov 30, 1871



Names:

Lockwood, George R.

Lucet, Louis

Places:

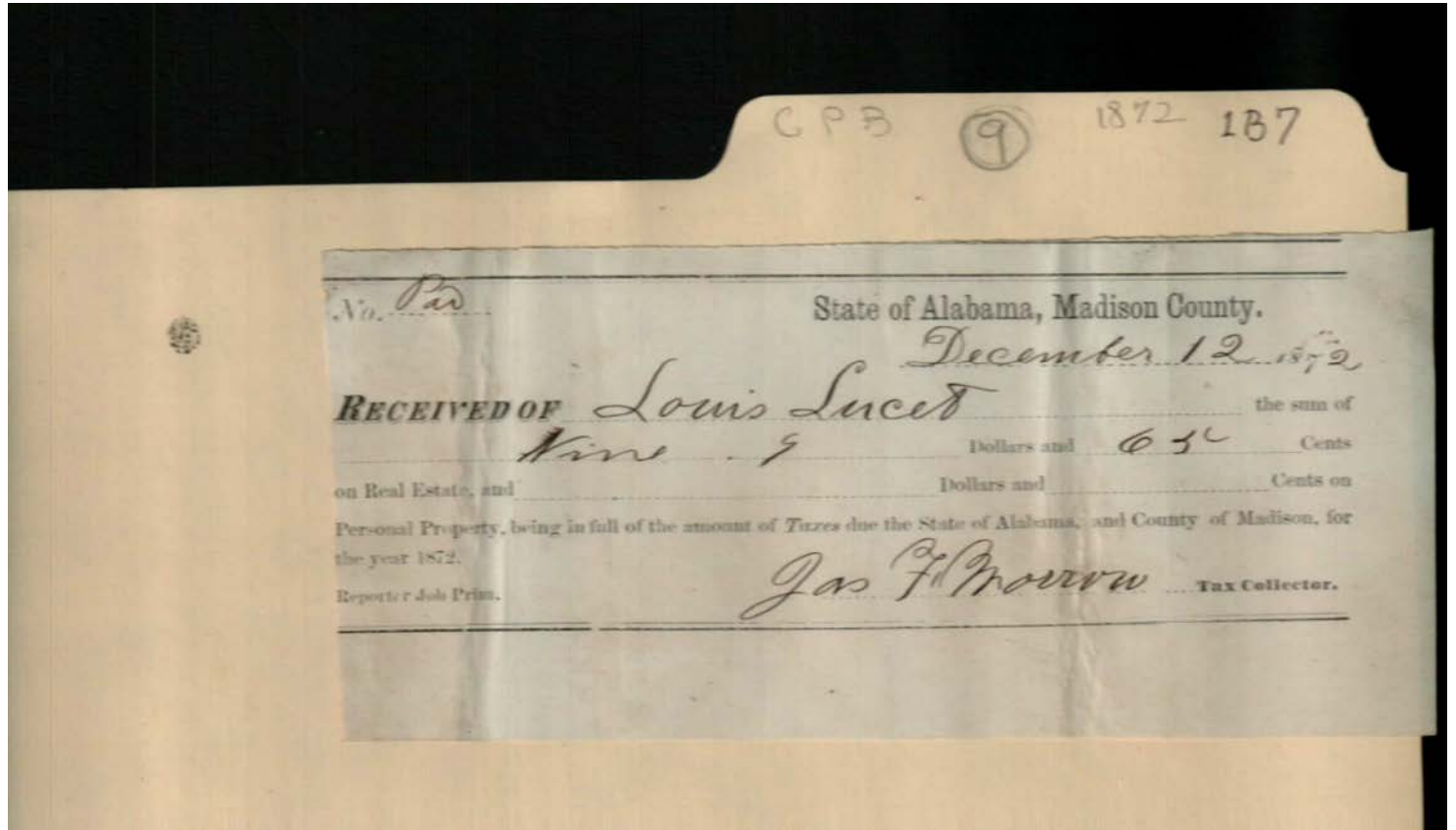
New York, NY

Types:

letter

Dates:

Nov 26, 1872



Names:

Lucet, Louis

Morrow, James F.

Places:

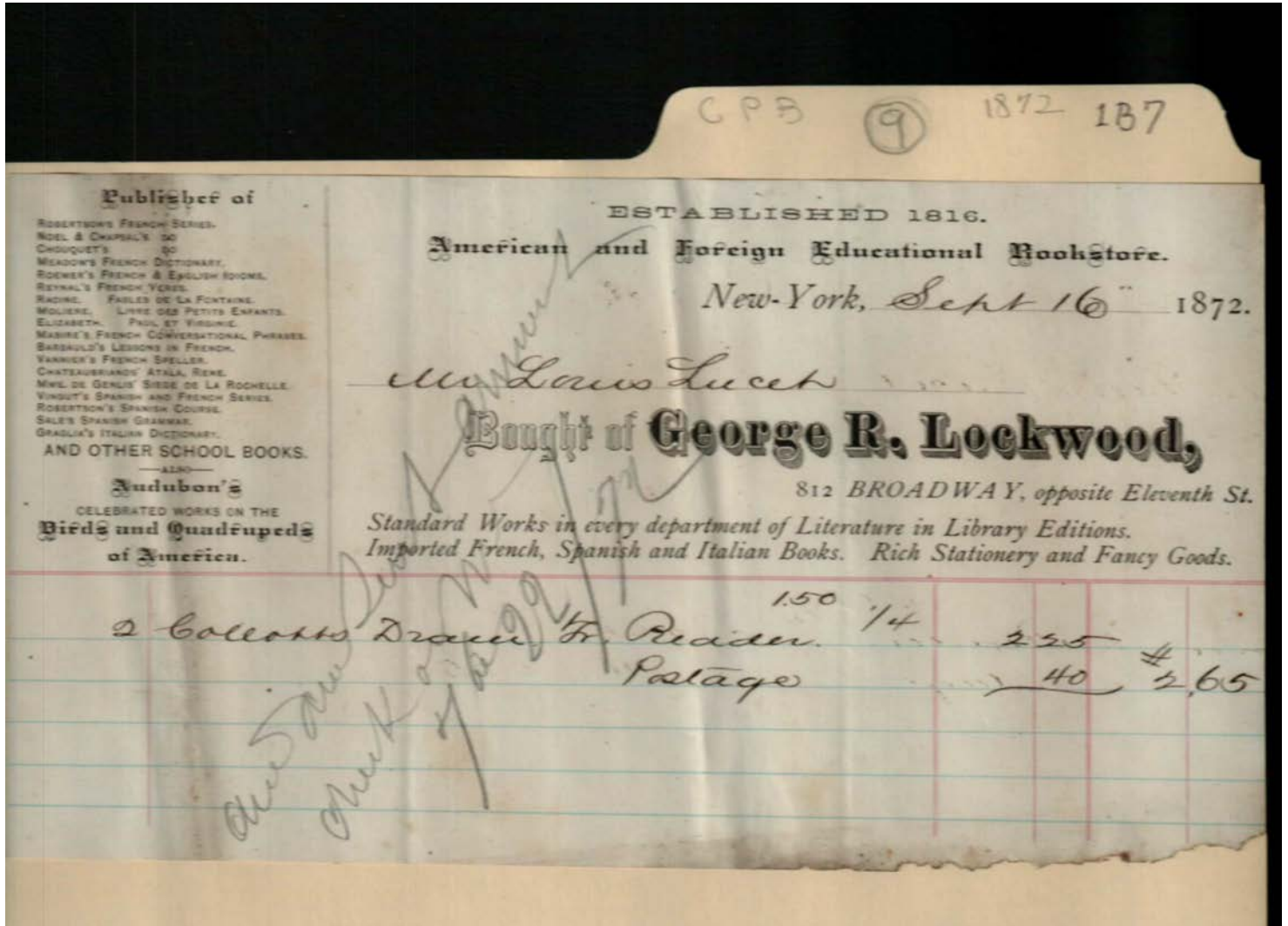
Madison County, AL

Types:

receipt

Dates:

Dec 12, 1872



Names:

Lockwood, George R.

Lucet, Louis

Places:

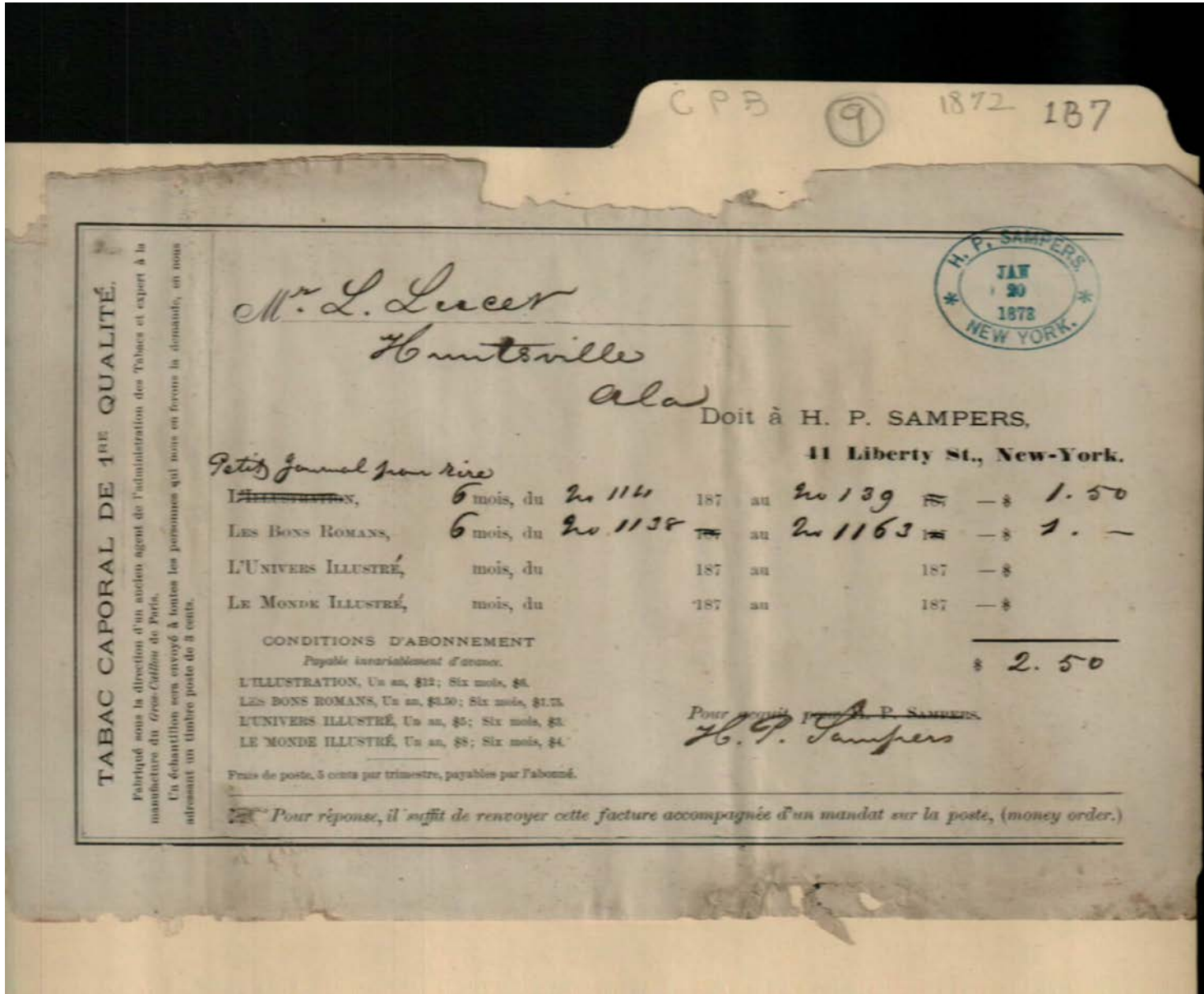
New York, NY

Types:

receipt

Dates:

Sep 16, 1872



Names:

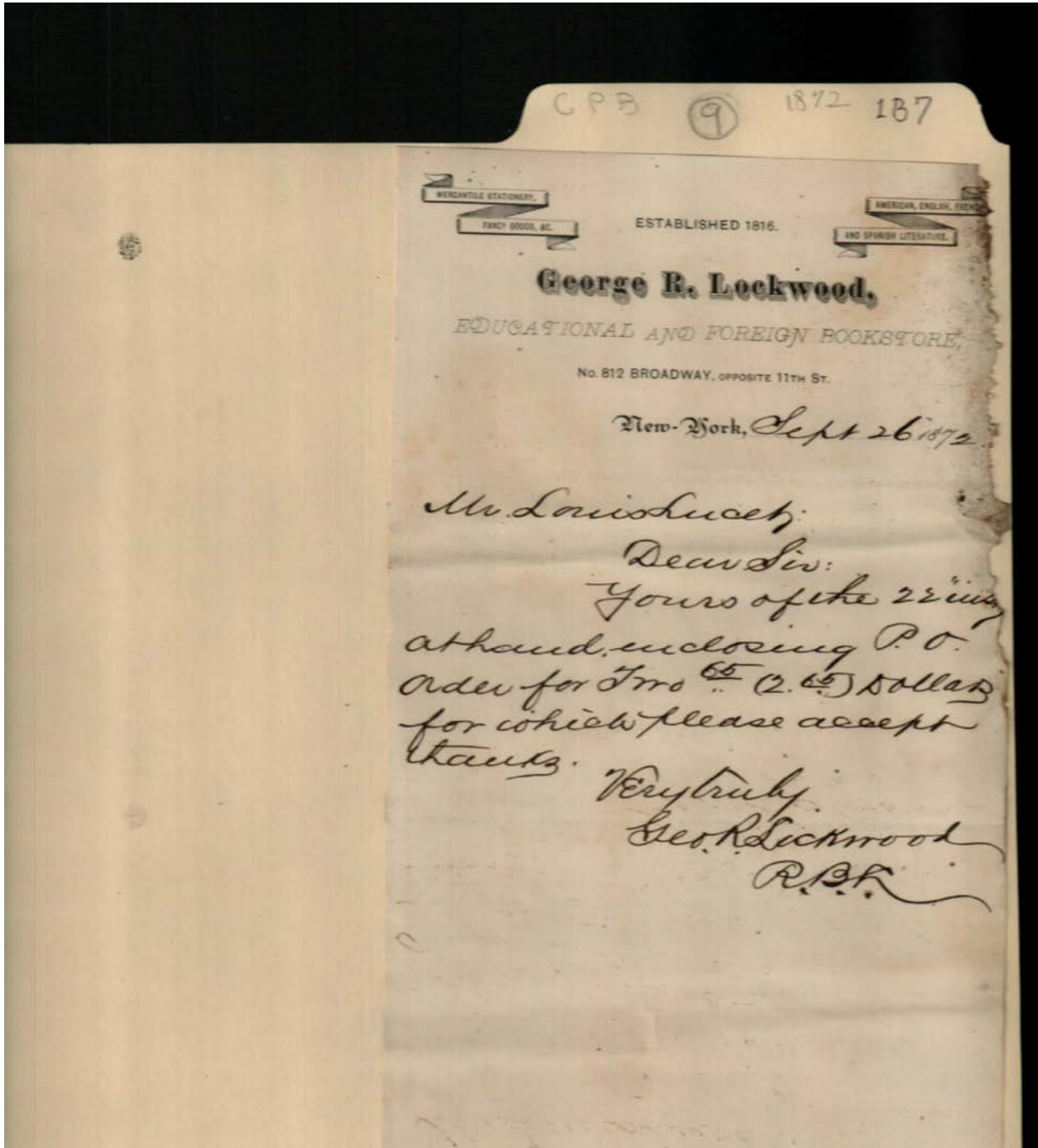
Lucet, L.

Places:

New York, NY

Types:

receipt



Names:

Lockwood, George R.

Lucet, Louis

Places:

New York, NY

Types:

letter

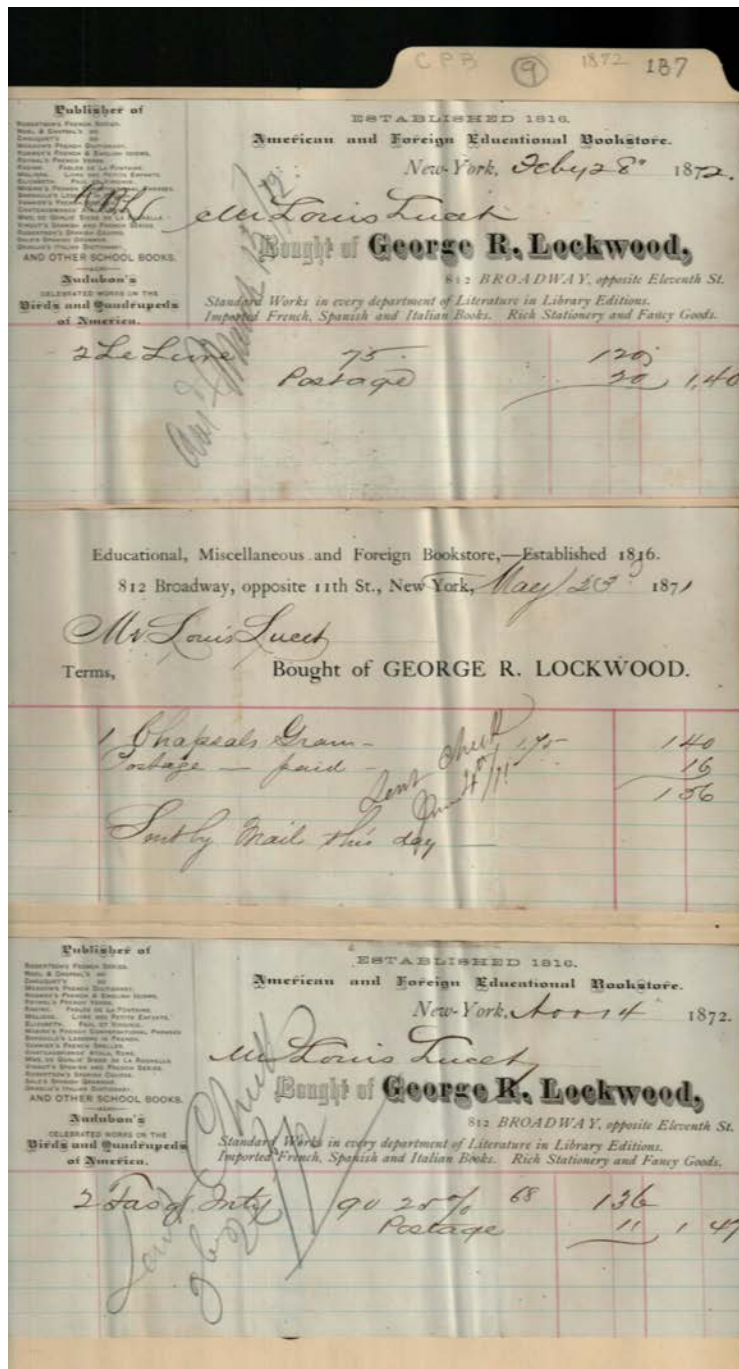
Dates:

Sep 26, 1872

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Legal and court documents, 1872

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Names:

Lockwood, George R.

Lucet, Louis

Places:

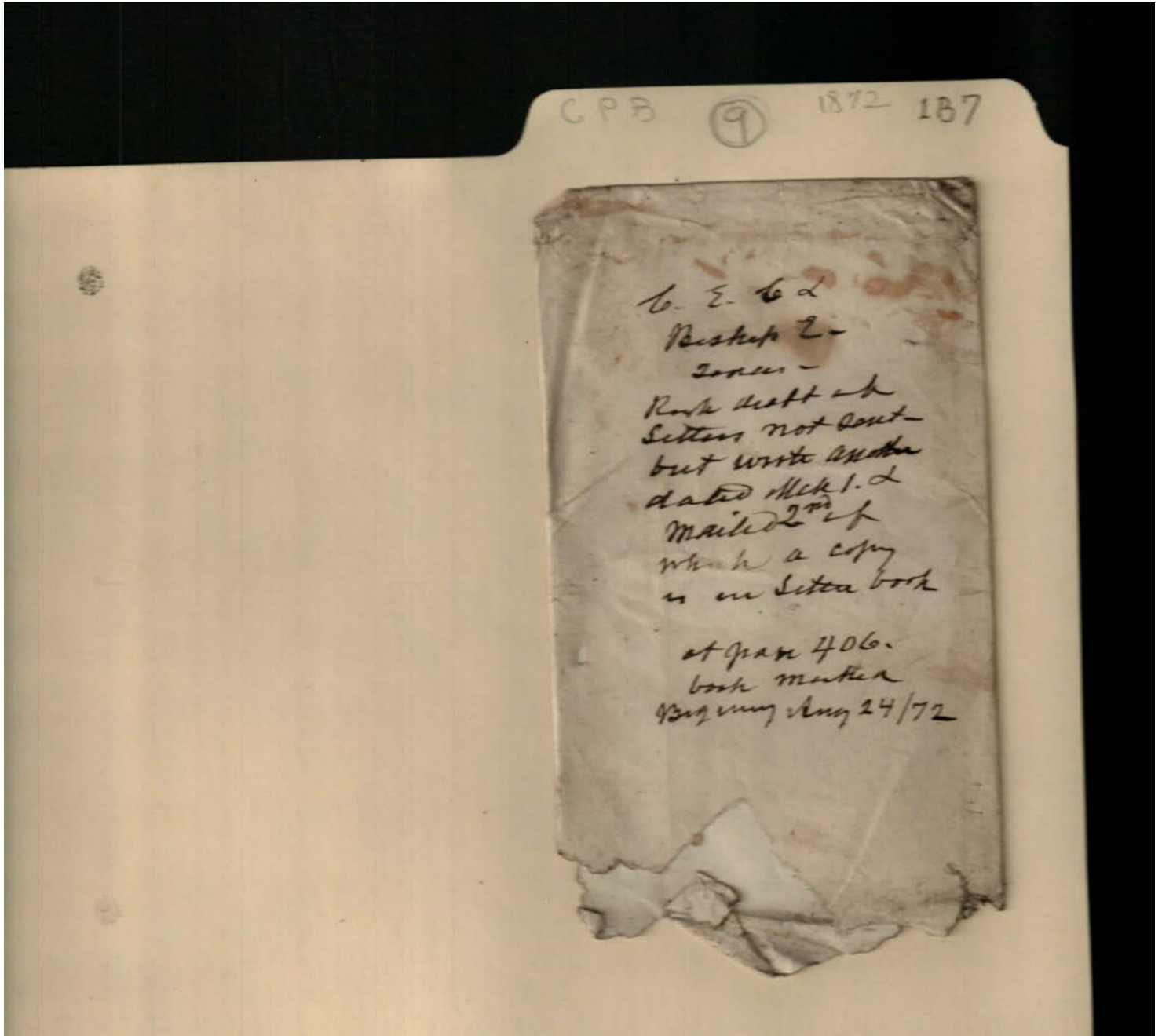
New York, NY

Types:

letter

Dates:

Feb 28, 1872

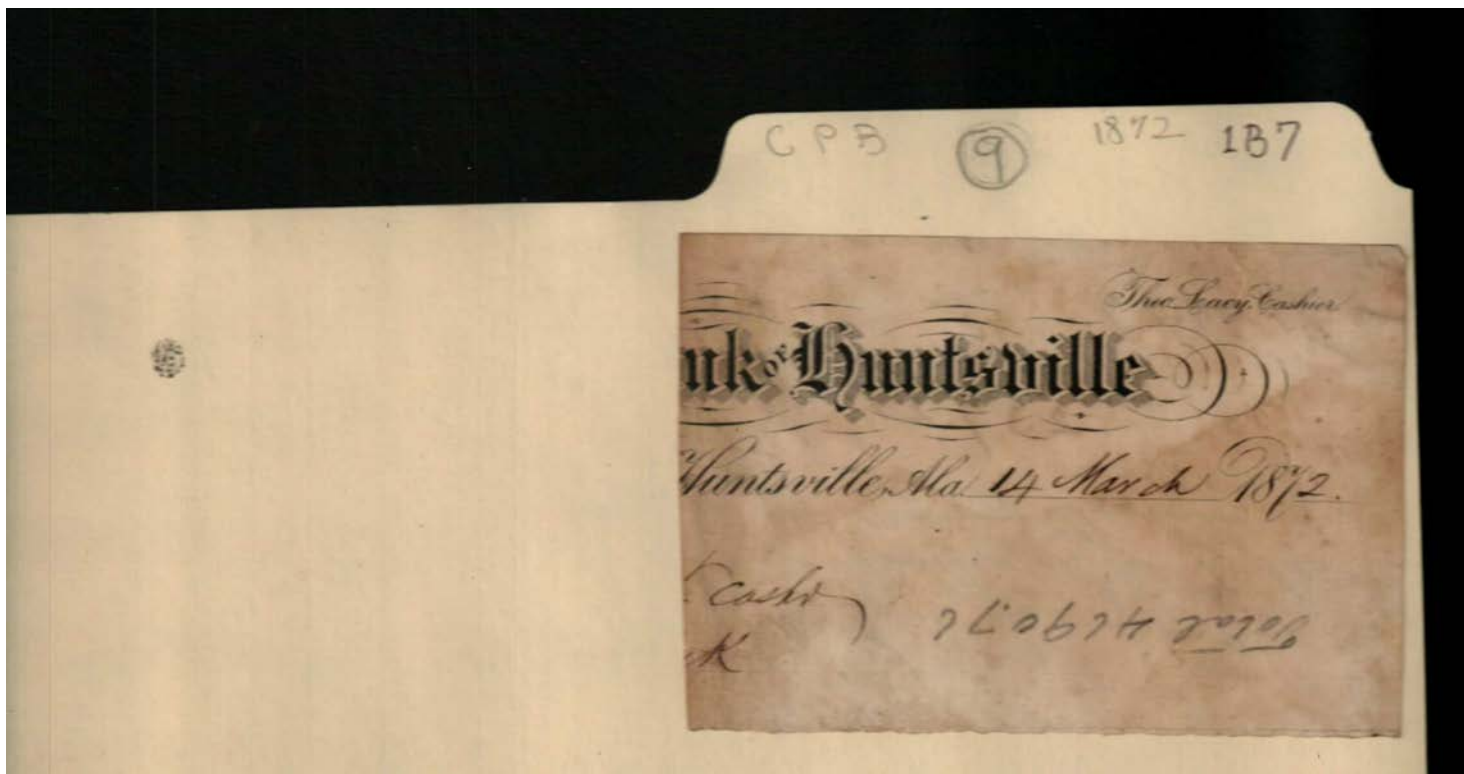


Names:

Bishop, E.

Types:

memo



Places:

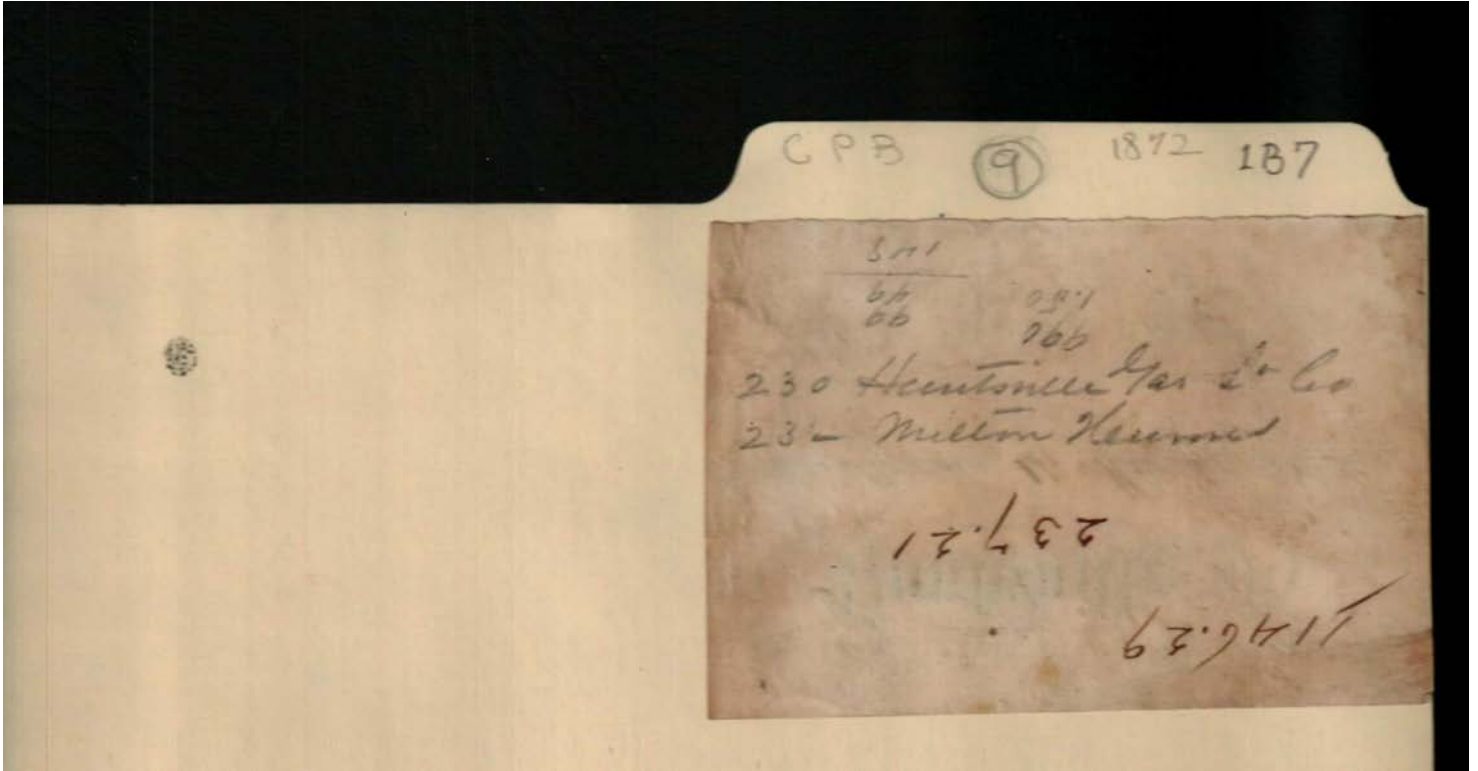
Huntsville, AL

Types:

memo

Dates:

Mar 14, 1872



Names:

Humes, Milton

Types:

memo

C P B (9) 1872 187

St Louis 3rd March 1872
C. E. Cabaniss Esq
Nashville Ala

Dear Sir

Your appreciated
favor of 24th Inst. is to hand
this morning

We have placed the one
Hundred Dollars to the credit
of your Mother M. V. A.
Cabaniss & charged her with
the Bell & Co. & Co. Lae
amounting to seventy five
Dollars leaving a balance
to her credit of twenty five
Dollars - with many thanks

Yours Truly
Scrupp Vandervoort & Co

Names:

Barney,
Cabiness, C. E.

Cabiness, V. A., Mrs.
Scruggs,

Vandervoort,

Places:

St Louis, MO

Types:

letter

Dates:

Mar 03, 1872

CPB 9 1872 187

9494

Given this 18th day of March 1872 on
 the tract of land situated on the North side
 of the Tennessee River, in the County of Hancock
 and State of Alabama, on which the defendant
 now resides, containing 2811⁴/₁₀₀ acres more
 or less, and composed of the following parcels, viz:
 The South West quarter of the South East quarter
 of section three (3) and the South East quarter
 of the South West quarter and the South half of
 the North East quarter of section four (4) and
 East part of 134 acres and West part 13156⁵/₁₀₀
 acres of fractional section nine (9) the South
 West quarter of the North East quarter, the
 South East quarter, the South West quarter
 and the North West quarter of section ten
 (10) the East half and South West quarter of the
 North East quarter, the South East quarter, the
 South West quarter and the South half of
 the South West quarter of section eleven (11)
 the North East quarter and the West half of the
 South West quarter and the South East quarter
 and the West half of the North West quarter
 of section twelve (12) the North West part of
 730⁸/₁₀₀ acres of fractional section thirteen
 (13) fractional section fourteen (14) the East
 part of 83 acres, and West part 1279³/₁₀₀ acres of

Types:

legal note

Dates:

Mar 18, 1872

CPB 9 1872 187

fractional section fifteen (15) all in Township Seven
 (7) Range Two (2) East, and also the South West quarter
 of the South West quarter of section seven (7) Town-
 ship seven (7) Range three (3) East as the property of
 the defendant Robert Fearn to satisfy the
 above described debt now in my hands and
 of which I gave the within named defend-
 ant personal notice, this 18th day of March 1872

F. A. Pessier, Sheriff Marshall County, Ala.

do hereby certify that on the 2nd day of July
 1872 on the following lands as the property of the
 defendant Robert Fearn to wit: the South West
 quarter of the South East quarter and the South half
 of the South West quarter of section three; the South
 East quarter of the South West quarter and the
 South half of the North East quarter of section
 four: East part of 134 acres and West part of 156⁶⁰
 acres of fractional section nine: the North West
 quarter of the North East quarter, the South East
 quarter, the South West quarter, and the South West
 quarter of section ten; the East half and South West
 quarter of the North East quarter, the South East
 quarter, the South West quarter and the South
 half of the North West quarter of section eleven;
 the South East quarter and West half of the South
 West quarter and the South East quarter and
 the West half of the North of section twelve:
 the South West part of 73⁹² acres of fractional

Names:

Fearne, Robert

Types:

legal note

CPB 9 1872 187

section thirteen: fractional section fourteen:
 East part of 83 acres and West part 79.52 acres
 of fractional section fourteen: all in Township
 Seven Range the East, and also the South West
 quarter of the South West quarter of section
 Seven Township Seven Range the East, contain-
 ing in all Twenty eight hundred and ~~two~~ ^{thirty}
 94/100 acres more or less, all in the county of
 Marshall and State of Alabama; and the
 defendant not being a resident of this
 County of Marshall I gave notice of said levy
 by putting up a written notice thereof at
 the Court house door of said County July 2 1872
 Francis A. Province Sheriff Marshall Co. Ala.
 The land described in the foregoing levy was
 this day sold by me at public outcry after
 giving the notice required by law at the Court
 house in Eumeterville to the highest bidder
 for cash and Oliver B. Patton being the
 highest and last bidder therefor became the
 purchaser of said land at the price of
 two hundred dollars August 5th 1872.
 Francis A. Province Sheriff Marshall Co. Ala.
 The above sum of two hundred dollars paid
 to me by said Oliver B. Patton of which I have
 retained for my costs thirteen dollars and remain-
 to be applied to the costs in Madison Circuit
 Court the sum of Twenty seven dollars and

Names:

Patton, Oliver B.

Province, Francis A.,
(Sheriff)

Types:

legal note

C P B (9) 1872 187

the balance to wit; one hundred and sixty three
dollars is applied to the credit of this fee for Augst
5, 1872. Francis A Province Sheriff Marshall County Ala.

I hereby transfer & assign this execution & the
judgment upon which it is founded to Oliver
B Patton Mary B Echols & Martha L Stephens without
recourse in law or equity

Geo P Bierne administrator of Chas H Patton Decd.

Names:

Bierne, George P.
Echols, Mary B.

Patton, Charles H.
Patton, Oliver B.

Province, Francis A.,
(Sheriff)

Stephens, Martha L.

Types:

legal note

Dates:

Aug 05, 1872

C P B (9) 1872-187

Mr Herstein -
Mr Cabaniss wants twenty
five dollars - please furnish it
I am engaged - will return it
so soon as I am discharged
Dec 4. 1872
Yours &c
J. Cabaniss

Names:

Cabiness, Mrs.

Cabiness, S. D.

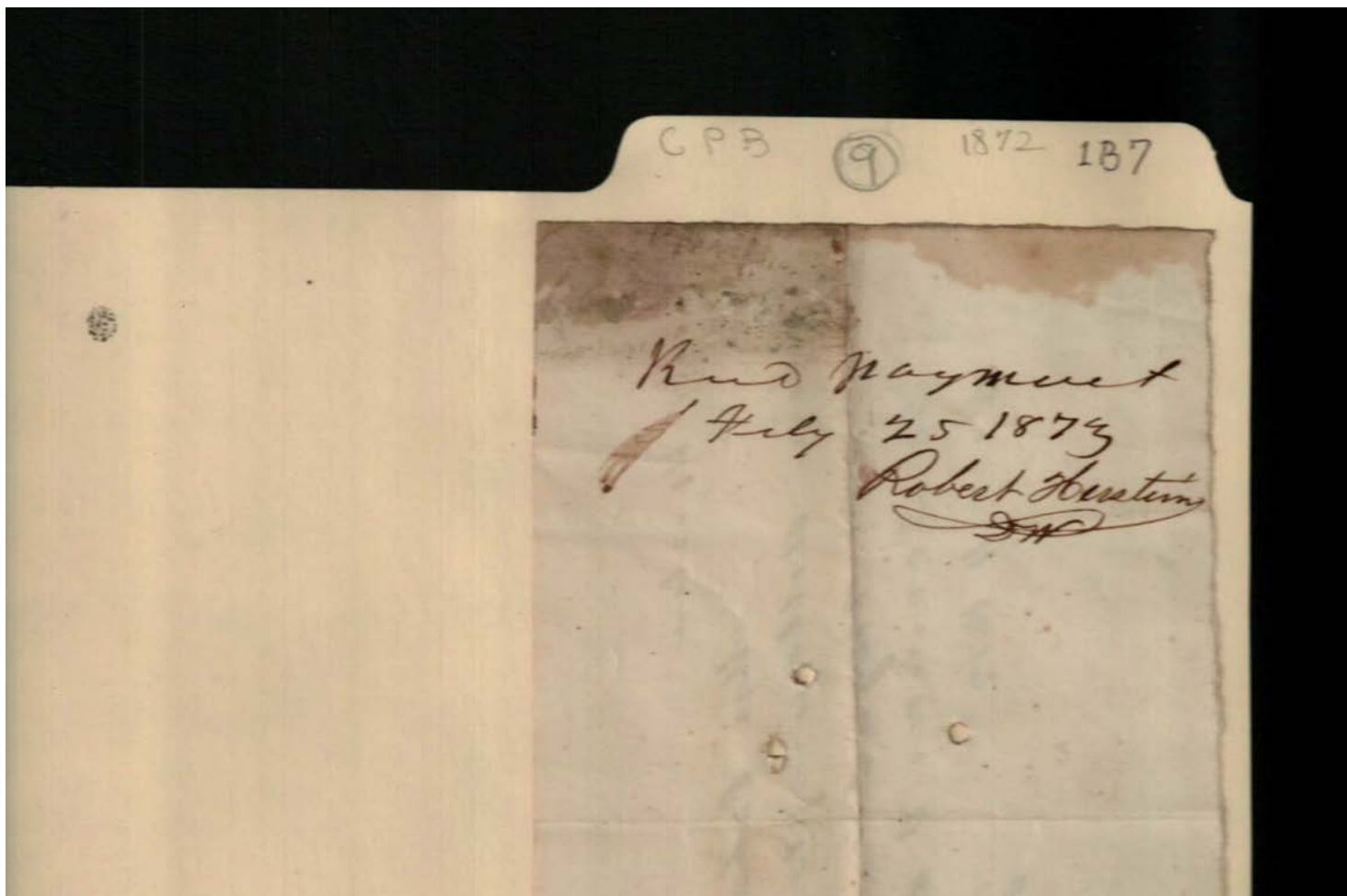
Herstein, Mr.

Types:

memo

Dates:

Dec 04, 1872



Names:

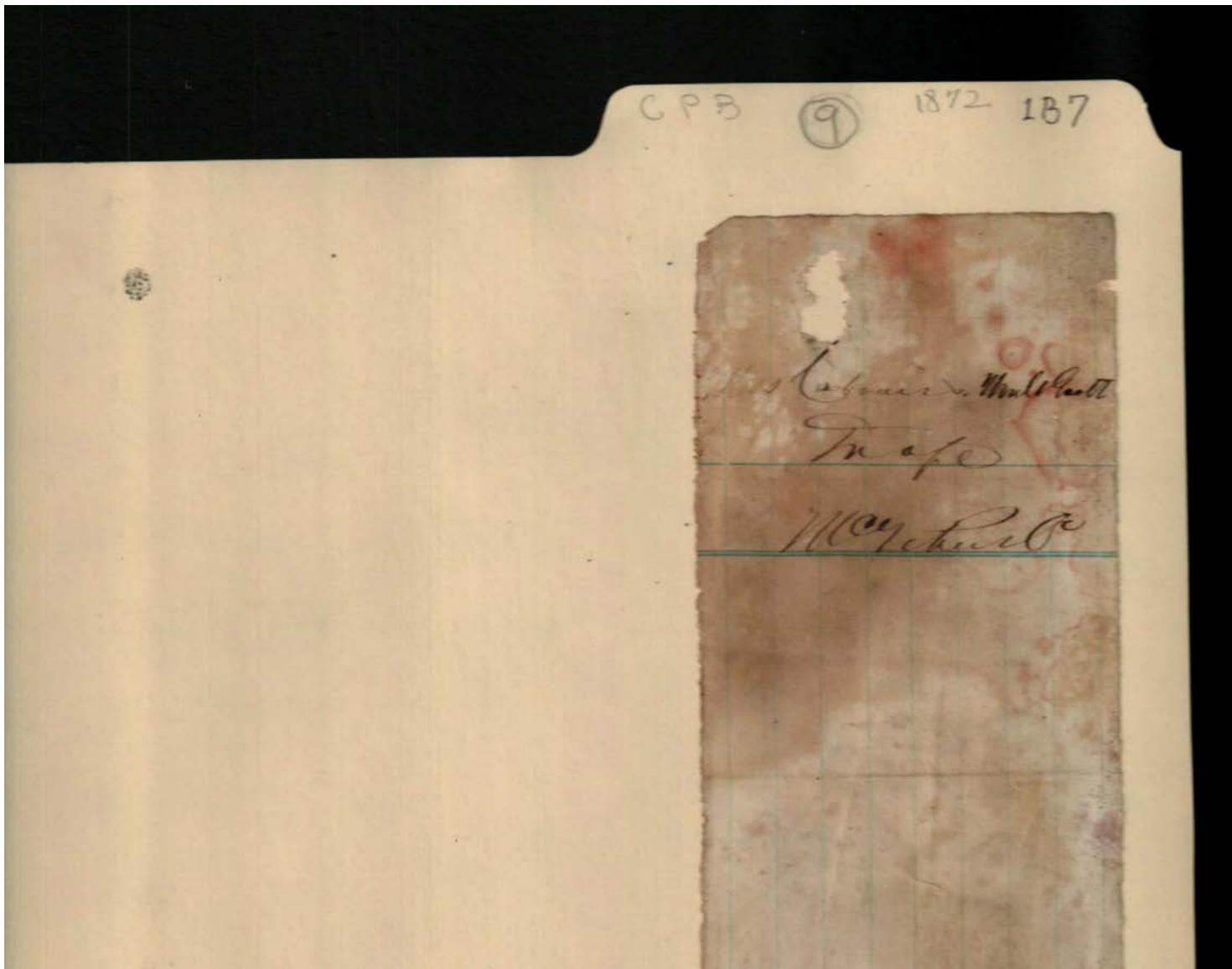
Herstein, Robert

Types:

memo

Dates:

Feb 25, 1873



Names:

Garth,

McGehee, P.

Ward,

Types:

memo

C P B (9) 1872 187

Mess Cabaniss, Ward & Garth
To McGehee & Co

Date	Description	Amount
Oct 10 th 1872	2130 ⁺ cas	2.90
Nov 10	2100 ⁺	
Jan 1873	2000 ⁺	
Feb 7 th 1872	By cash (of Mr. G.)	10.90
	Recd Payment	
	22 nd May 1872	
	W. M. Garth	
	W. M. Cabaniss	

7 45
35
00 21.80

Names:

Cabaniss,

Garth,

McGehee,

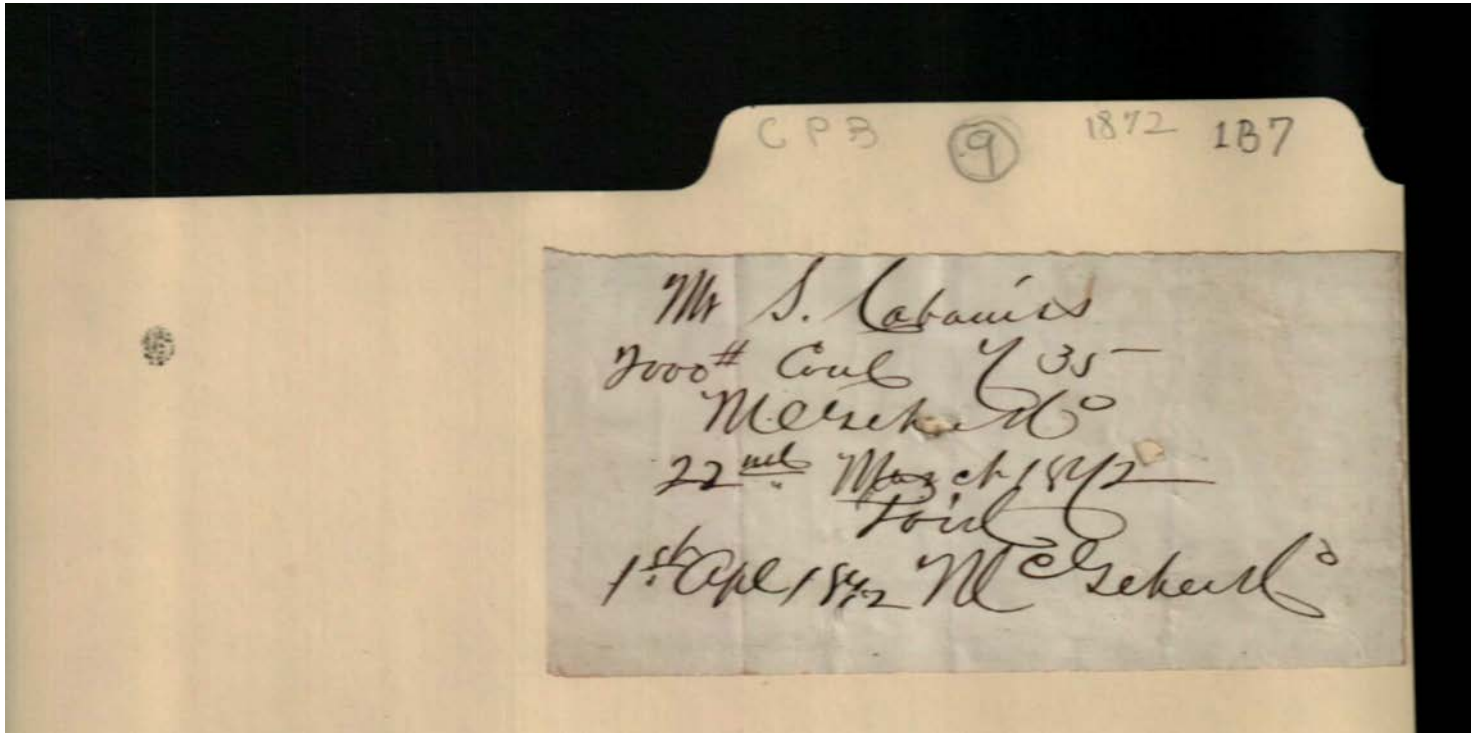
Ward,

Types:

memo

Dates:

Feb 07, 1872



Names:

Cabaniss, S.

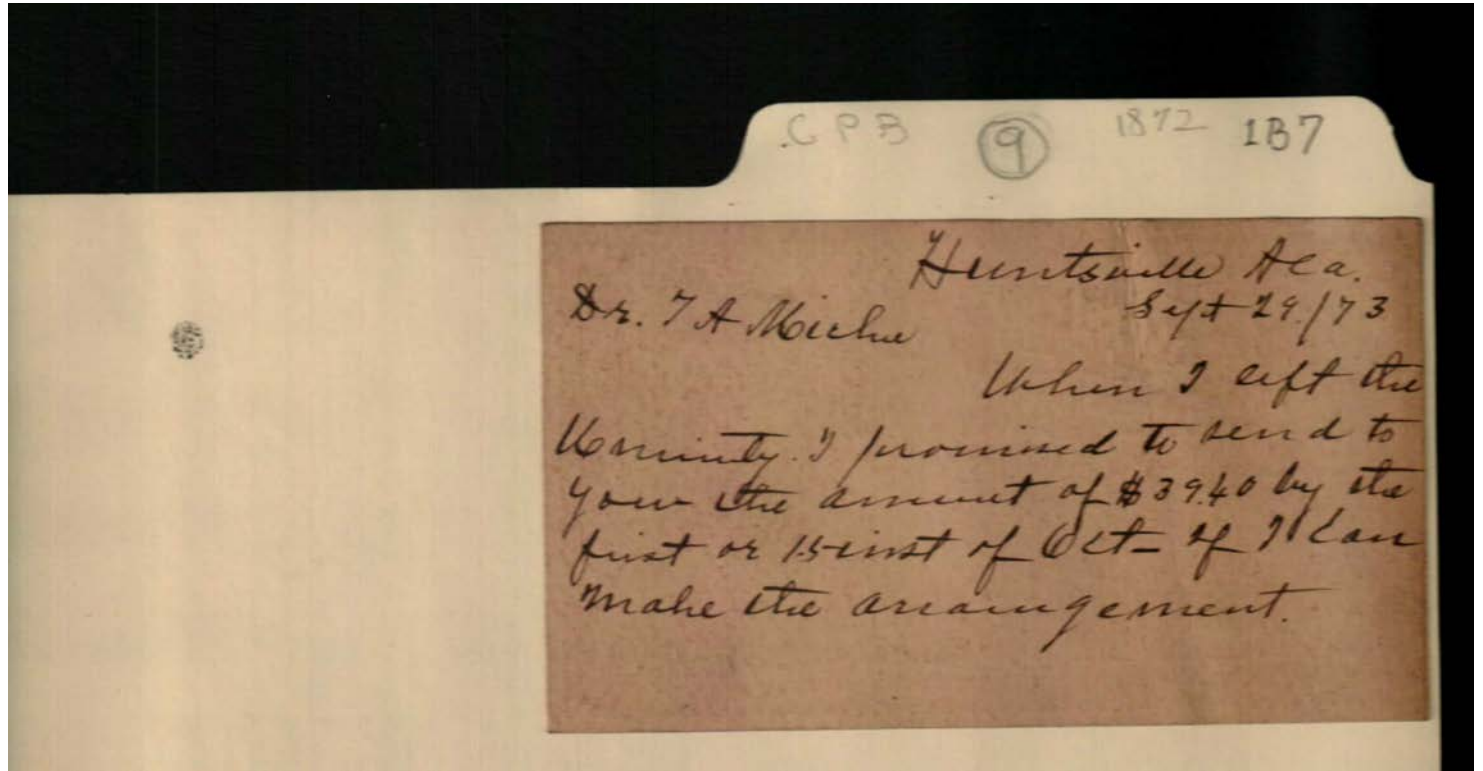
McGehee,

Types:

memo

Dates:

Apr 01, 1872



Names:

Michael, T. A., Dr.

Places:

Huntsville, AL

Types:

memo

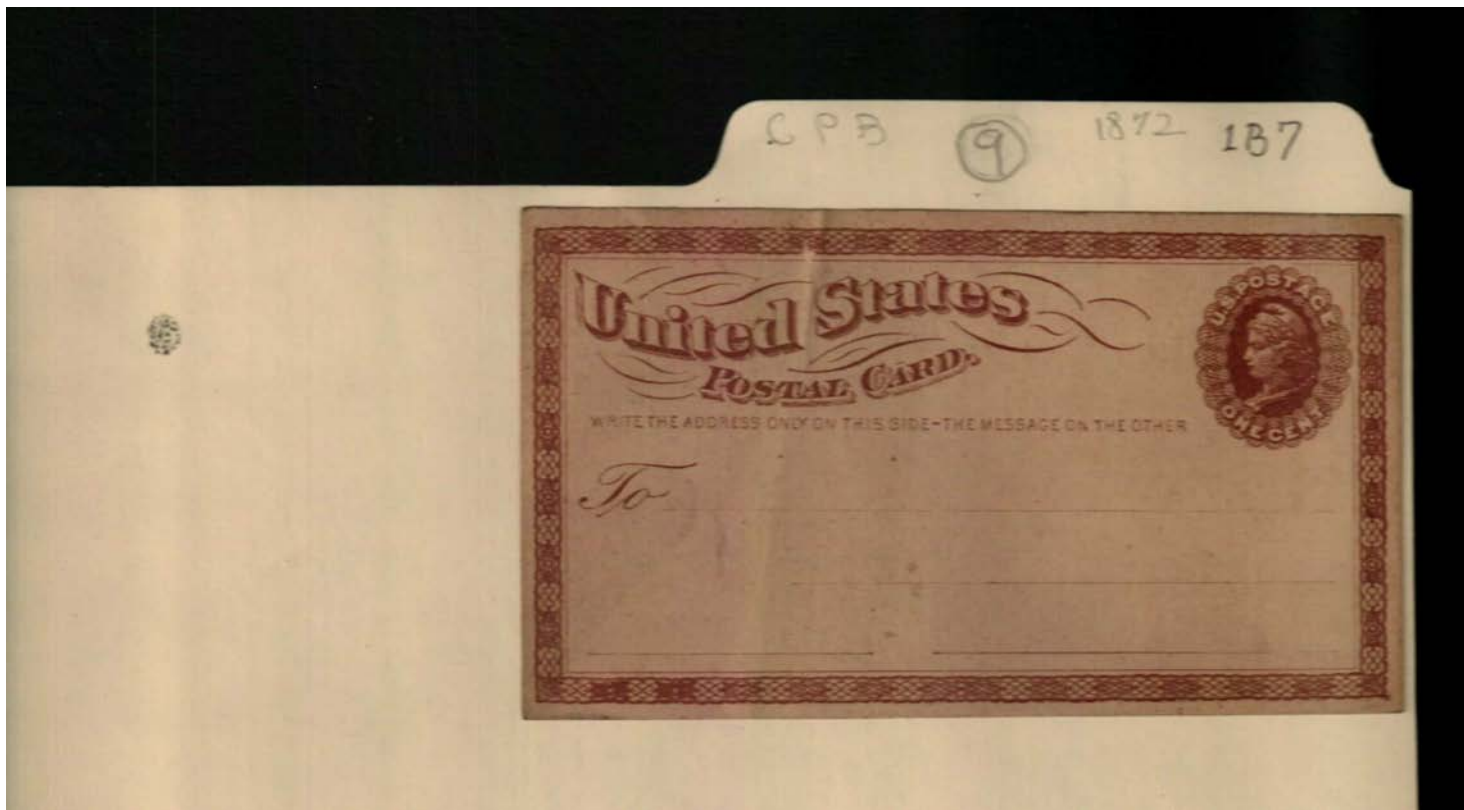
Dates:

Sep 29, 1873

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 7, Folder 9

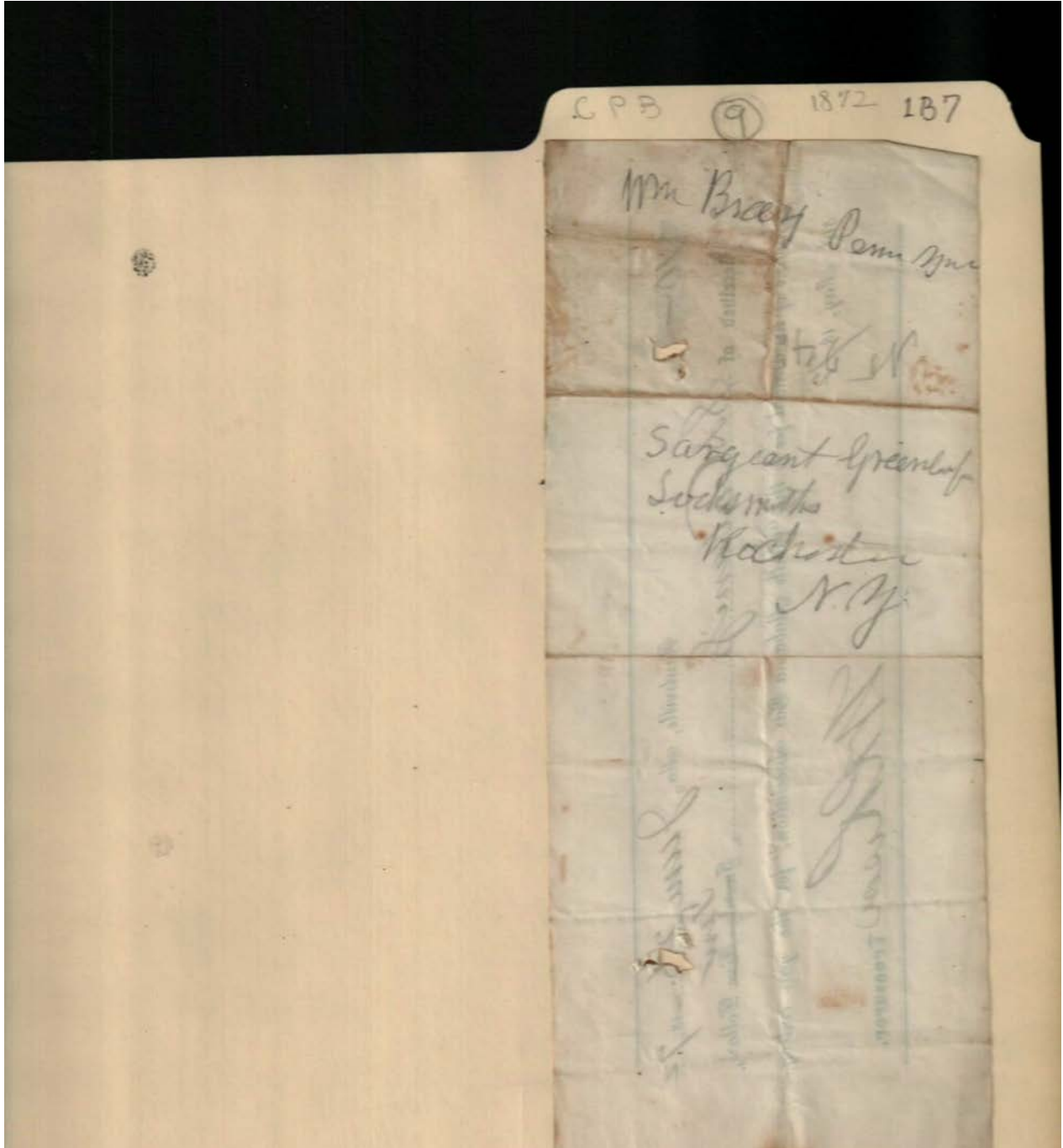
Legal and court documents, 1872

Image 61 r01b07-09-000-0061 [Contents](#) [Index](#) [About](#)



Types:

scrap



Names:

Bracey, William

Types:

scrap



Names:

Cabaniss, S. D.

Rison, W. R.

Places:

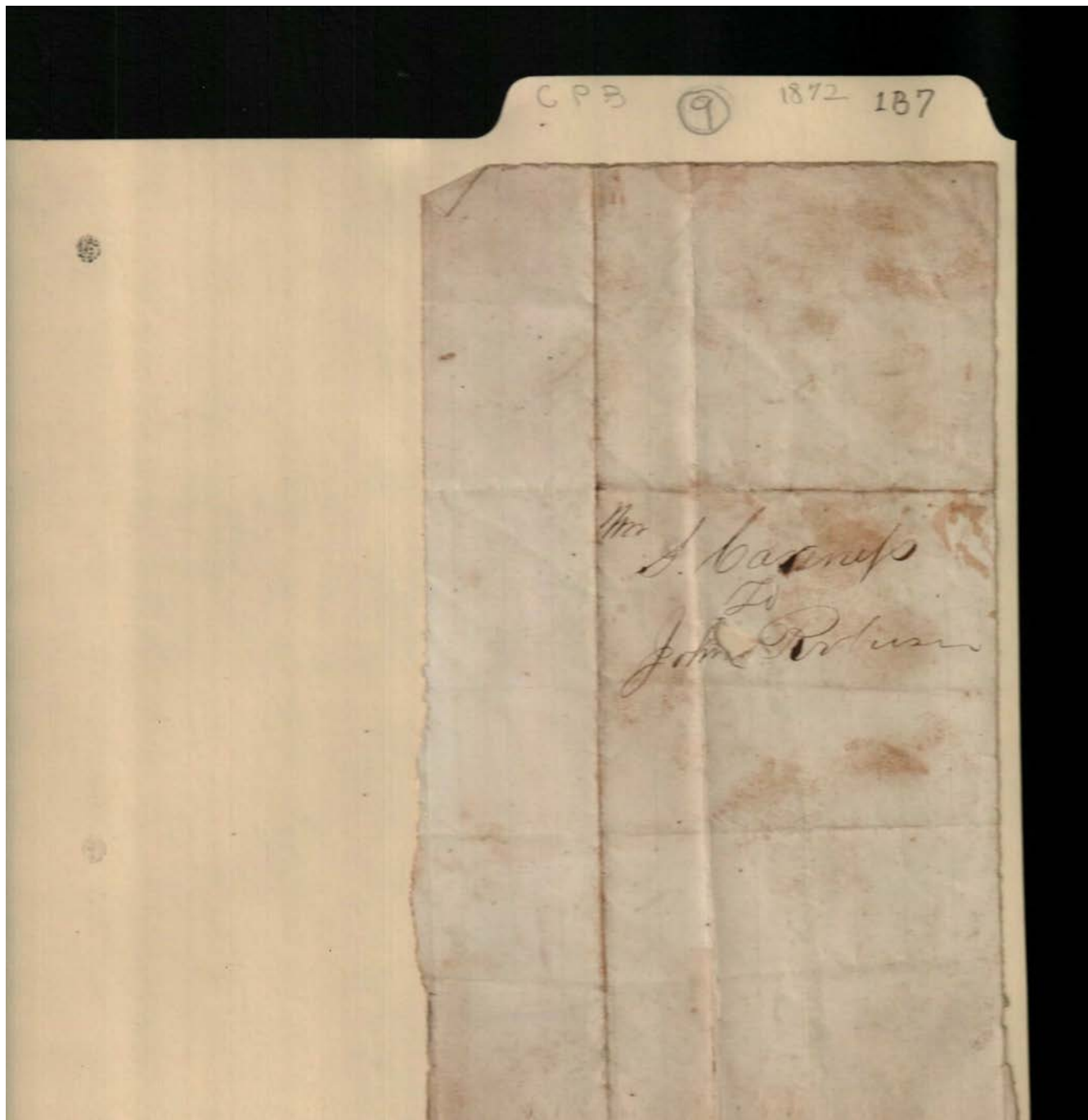
Huntsville, AL

Types:

receipt

Dates:

Jun 26, 1872



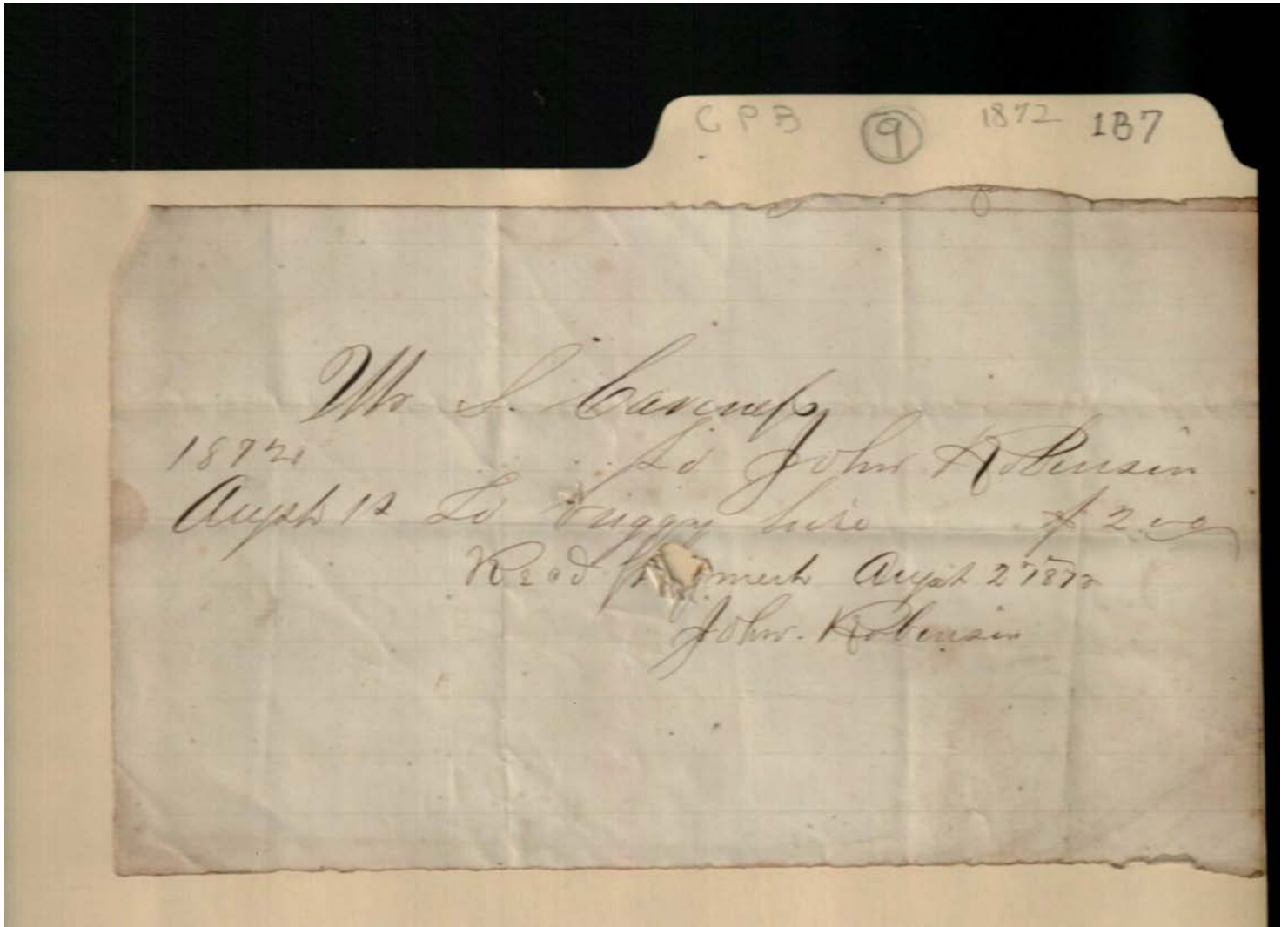
Names:

Cabiness, S.

Robinson, John

Types:

memo



Names:

Cabaniss, S.

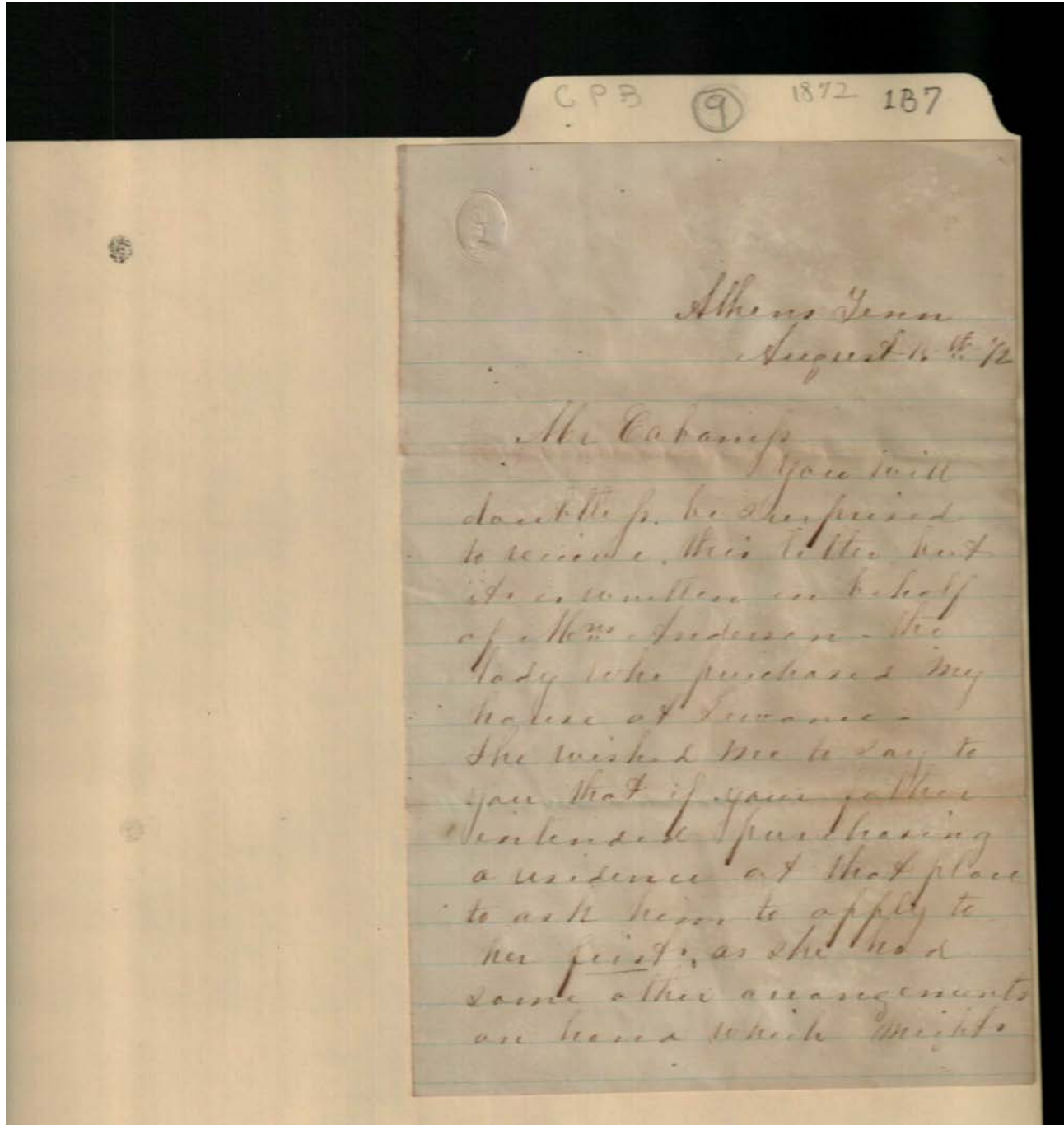
Robinson, John

Types:

memo

Dates:

Aug 12, 1872



Names:

Anderson, Mrs.

Cabiniss, Mr.

Places:

Athens, TN

Types:

letter

Dates:

Aug 15, 1872

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induce her to dispose
of her interests there.

Johnie is greatly deligh-
ed with the Unity of '72.
I hear James never very
often. He is anxious for
me to go and spend
some time with him, but
I do not think it will
be convenient for me
to do so at present.

I often think of the pleas-
ant hours I spent with
you all at L. and hope
we may meet, under as
pleasant circumstances,
elsewhere on the way
along the high way of life.
With best wishes for your health
& happiness. I remain
very truly your friend
L. P. Rowland

Names:
, Johnie

Rowland, L. P.

Types:
letter

CPB (9) 1872 187

West View, June 1872

S. D. Cabaniss
Huntsville, Ala.

My dear friend,

Some weeks since I wrote to you giving all the facts in relation to the payment made by me of my note now held by Mr. J. H. Moore, & answering as well as I could your inquiries as to the facts & circumstances of the case. And in that letter I enclosed you a copy of a letter which I had sent to Mr. Moore. I have been hoping to hear from you.

Yesterday I received an answer from Mr. Moore in the form of a suit served upon me

With kindest love for you as for your family
S. D. Cabaniss

Names:

Cabaniss, S. D.

Moore, J. H.

Places:

West View, TN

Types:

letter

Dates:

Jun 1872

by the Sheriff of Williamson
County, notifying me that some
& they had brought suit
against me in the County
Court at Franklin on 1st
Monday in July next for damages
a thousand dollars -
In answer my draft to the
point, but not exactly what
I was expecting - I had hoped
if he would not be satisfied
without further payment that
he would write proposing
some terms of settlement or
compromise - He has never
written me one word upon
the subject - I think he must
be ashamed to do so, knowing
that I have complied with
his instructions & discharged
the debt - I wish his con-
science would lead him to
return my note - But of this there
is no hope - I write now for
your advice as to what I had
best do - I dread lawsuits &
avoid them whenever I can -
Nothing can be done at this
July term I suppose, I think
longer notice is required -
Do you think you can see
Mr. Moore, & communicate with
him & effect a compromise
not ruinous. It seems to me
all he can claim or expect
is the difference in the value
of Confederate money at the
earliest time I could or should
have sent the money & the
time I did send it -
In Texas, I think there is a
letter from Mr. Moore to me
agreeing to receive Confederate
money in settlement of my note -
Mr. Crockett did not send
it to me, as it was thought if

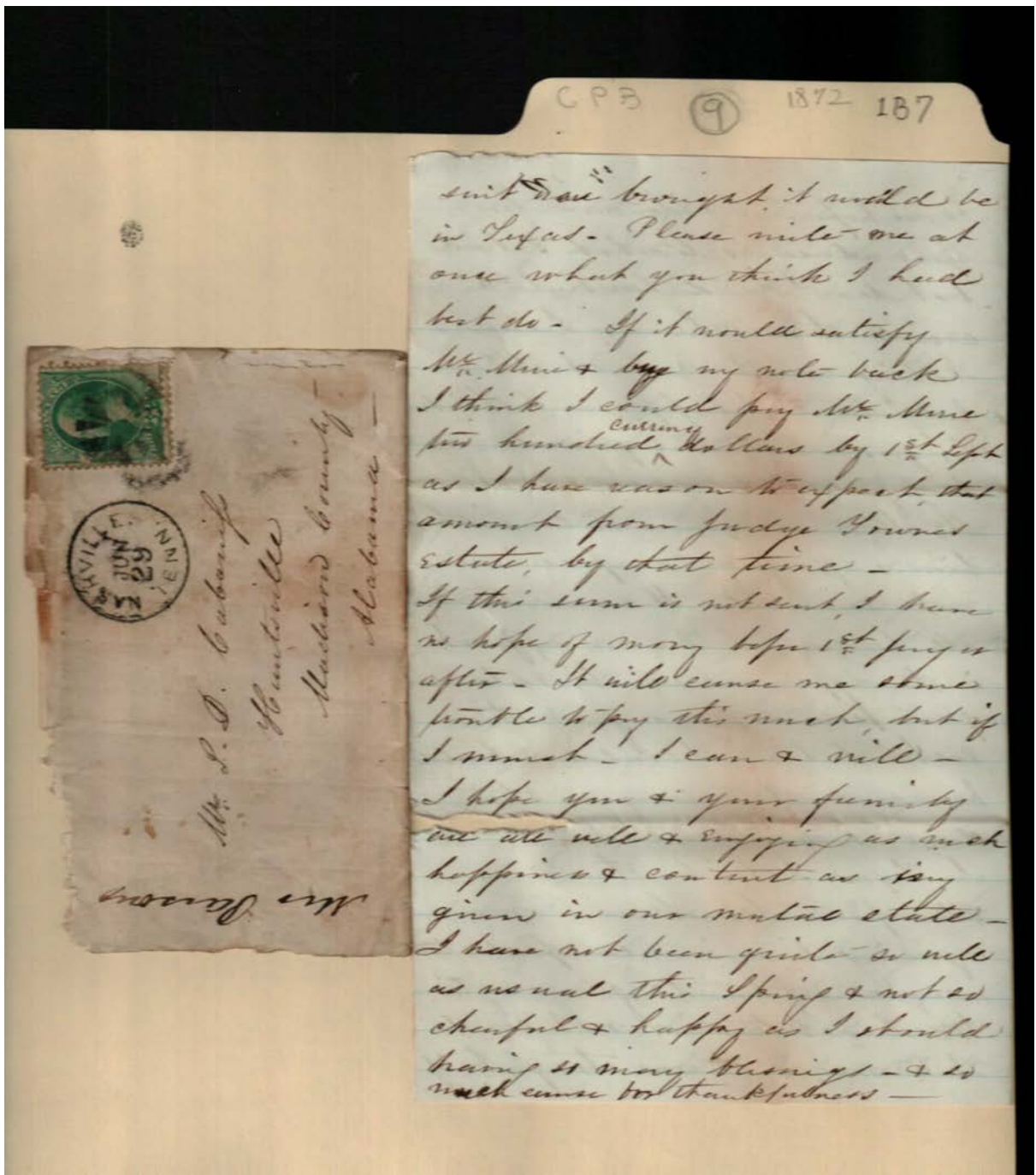
Names:

Crockett, Mr.

Moore, Mr.

Types:

letter



Names:

Cabiniss, S. D.

Mine, Mr.

Parsons, Mrs.

Townes, Judge

Types:

letter

CPB (9) 1872 187

and whether if proposition is accepted he will look to the tenant for the next year & the year

Maple proposes - that the a compromise on following Terms - that he will yield all the land except the 320 acres on North Side claimed by Joab Wilson under former Chanfele Register in Chancery - provided that Lyle will yield all claim to that 320 acres, and will pay Wilson the full amount as taxes - to wit - \$62. for each of the following years - 1867. 1868. 1869. 1870. 1871. 1872 - but both and twenty per cent interest on each each payment per annum for each year - And shall also allow him to have the rents for this year and last year - but will allow a credit for \$100 on the amount actually paid by Bradley as assignee to Wilson -

Names:

Bradley,

Lyle,

Maples,

Wilson, Joab

Types:

letter

CPB 9 1872-187

14 6000 1572 61.73 628.14

372 415087 41575 415

34648 Sub Cabaniss

23914 56.58 Cabaniss & Ward

43086

67000 45264

135792

22632

1856

524

840

13.57

2.26

18

6

16.27

56.58

16.27

72.85

2480

48.05

8

384.40

708.80

96.10

48.05

10

913.05

30

32

4805

915

5718

670

2

1340

5260

1422.0882.60

14850

8

1130.00

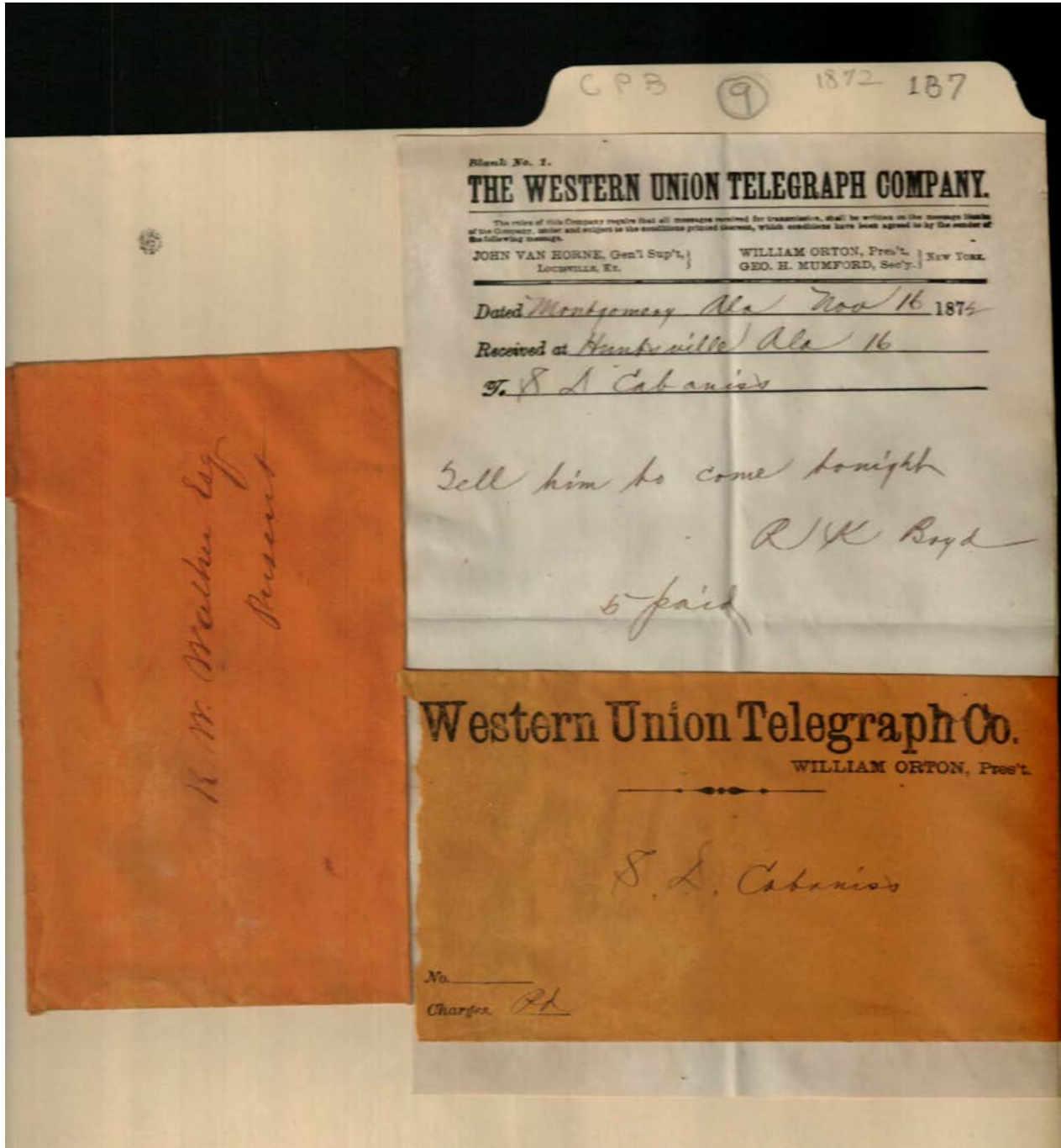
7

Names:

Cabiniss, S. D.

Types:

numbers



Names:

Boyd, R. K.

Cabaniss, S. D.

Walker, R. W.

Places:

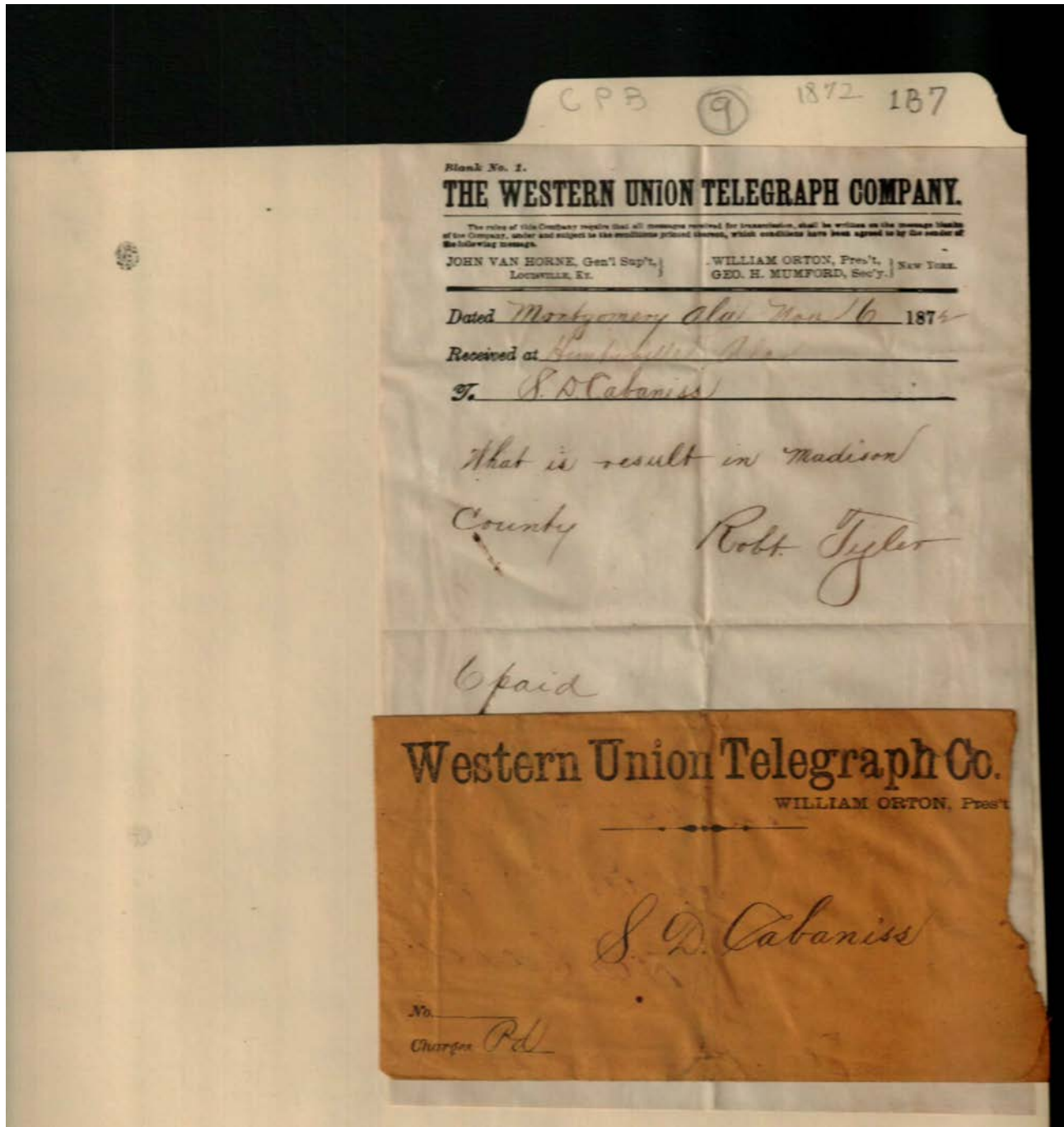
Montgomery, AL

Types:

telegraph

Dates:

Nov 16, 1872



Names:

Cabiniss, S. D.

Tyler, Robert

Places:

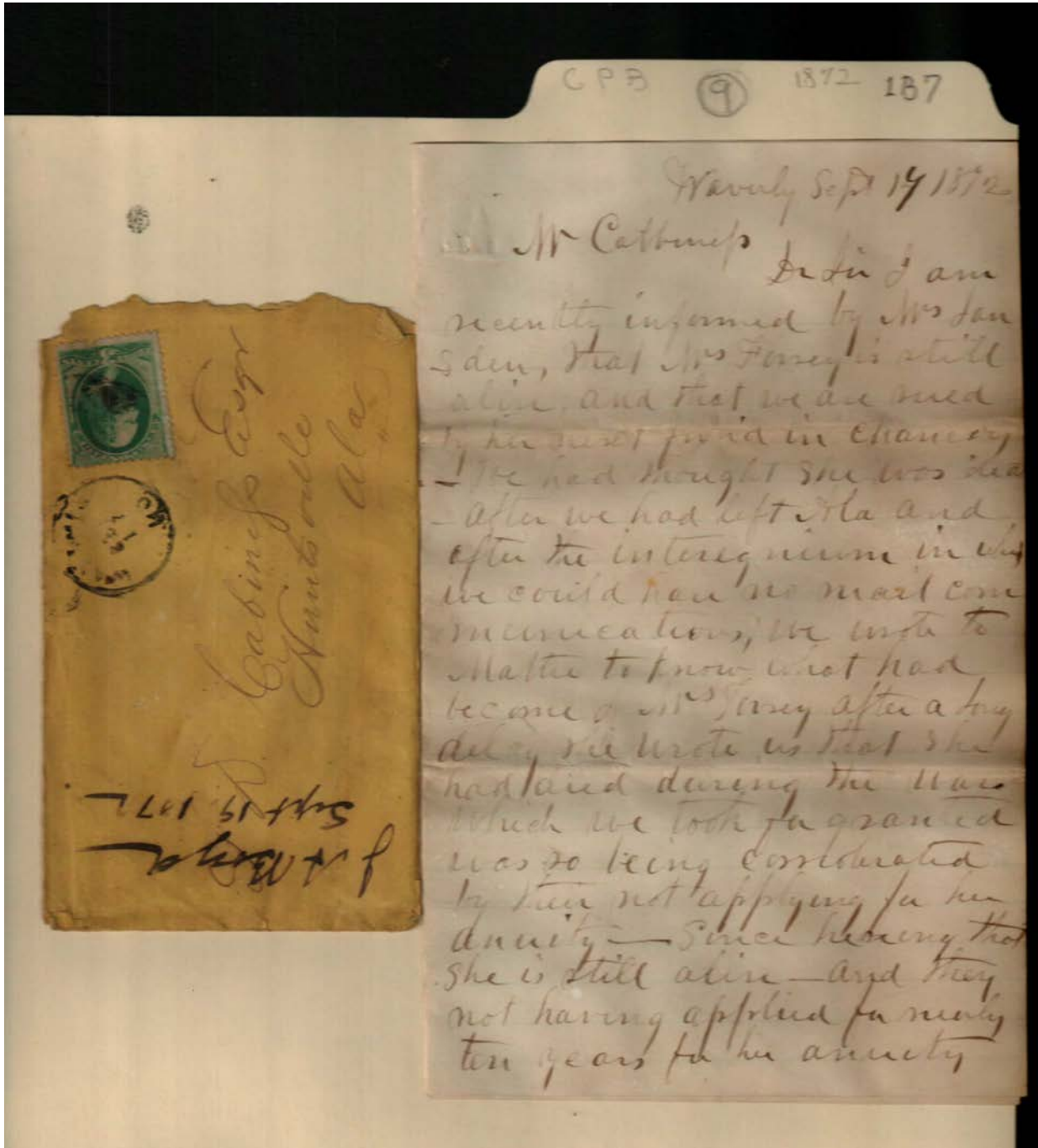
Montgomery, AL

Types:

telegraph

Dates:

Nov 16, 1872



Names:

, Mattie
Boyd, J. A.

Cabiniss,
Jansden, Mr.

Toney, Mr.

Places:

Waverly, AL

Types:

letter

Dates:

Sep 19, 1872

C.P.B. ⑨ 1872 187

that according to the deed
upon which the annuity is
claimed that it is not
due until applied for
by her legally appointed
agent. I presume
that Mr. Lansden has conferred
with you fully about the matter
in you are the one to whom we
would naturally apply to
defend us under the premises -
Please take the proper steps
to stay any proceedings of
the court until we can
hear their plea, and have
time to answer. Do my best
friend examine into the matter
and write us all about the
possibilities and probabilities
of the case and what we had
best do - the limit in the highest
a worst result we would
be liable for - whether she

Names:

Lansden, Mr.

Types:

letter

C.P.B. ⑨ . 1872 187

5

Could secure in any event more than her own interest in the land - Could she secure from any other property, a large mortgage and other than the land he father gave her - When we sold the Shackelford farm to Humphrey we gave Mr. Toney some kind of a lien on my Jackson County farm in lieu of the amount loan on the Shackelford farm so as to make Humphrey a clear title - Did that clear the Shackelford farm from any claim by Mr. Toney - If so and Mr. Toney can get his claims off of the Jackson County farm it wont be so bad to me

Names:

Humphrey,

Shackelford,

Toney, Mr.

Types:

letter

CPB (9) 1872 187

for Edmondson got that
you next to nothing - he
paid me in Negroes gave
me a woman to tell that
they were slaves for life
& I must set them free
- Will the statute of limitation
do us any good?
How long can it be kept
in Court, and at what
annual cost?
I have received no official
notice of the suit up to this
date the 14th -
Please answer this at once
and oblige you truly
J. A. Boyd

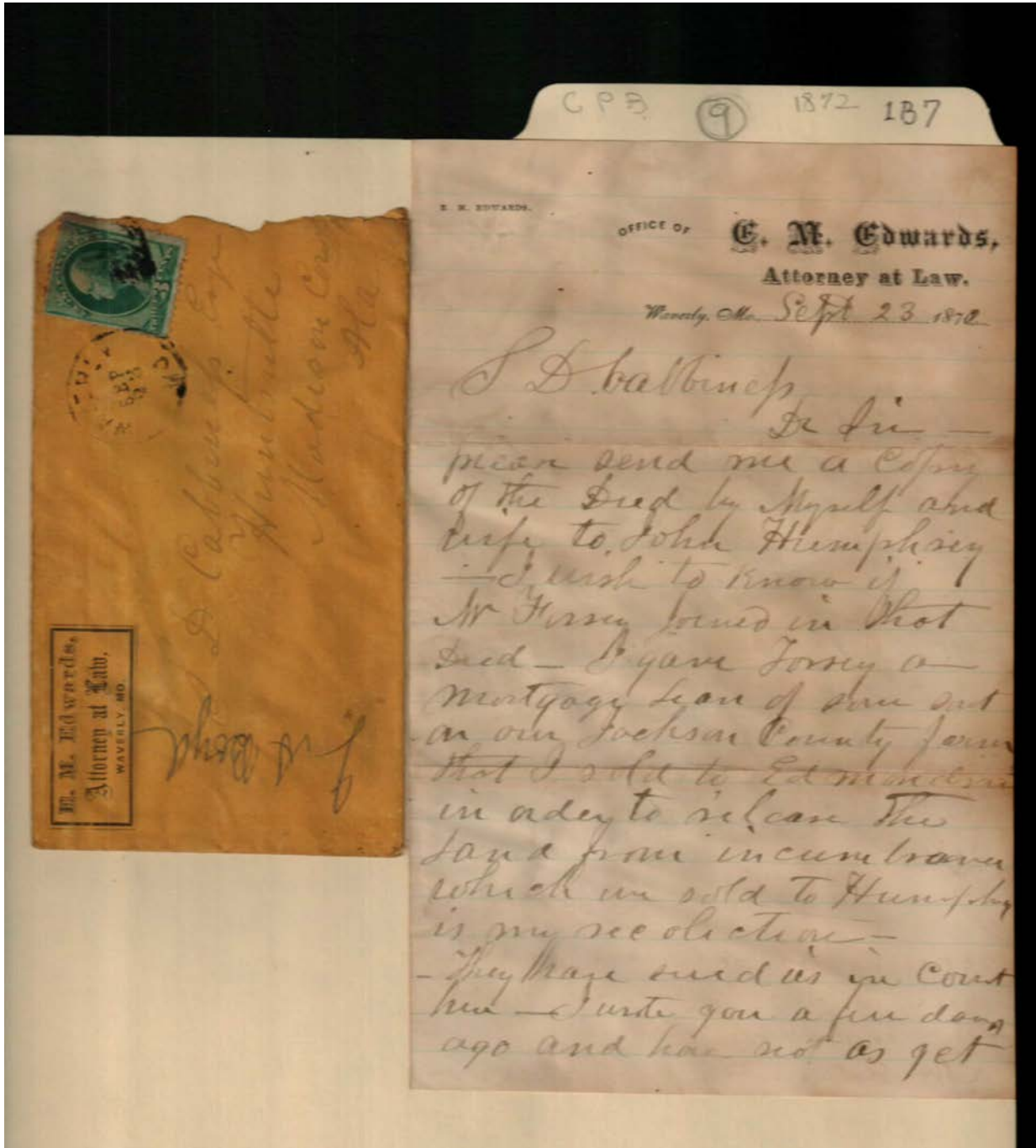
Names:

Boyd, J. A.

Edmondson,

Types:

letter



Names:

Boyd, J. A.
Cabiness, S. D.

Edmondson,
Edwards, C. M.

Firsey, Mr.
Humphrey, John

Toney,

Places:

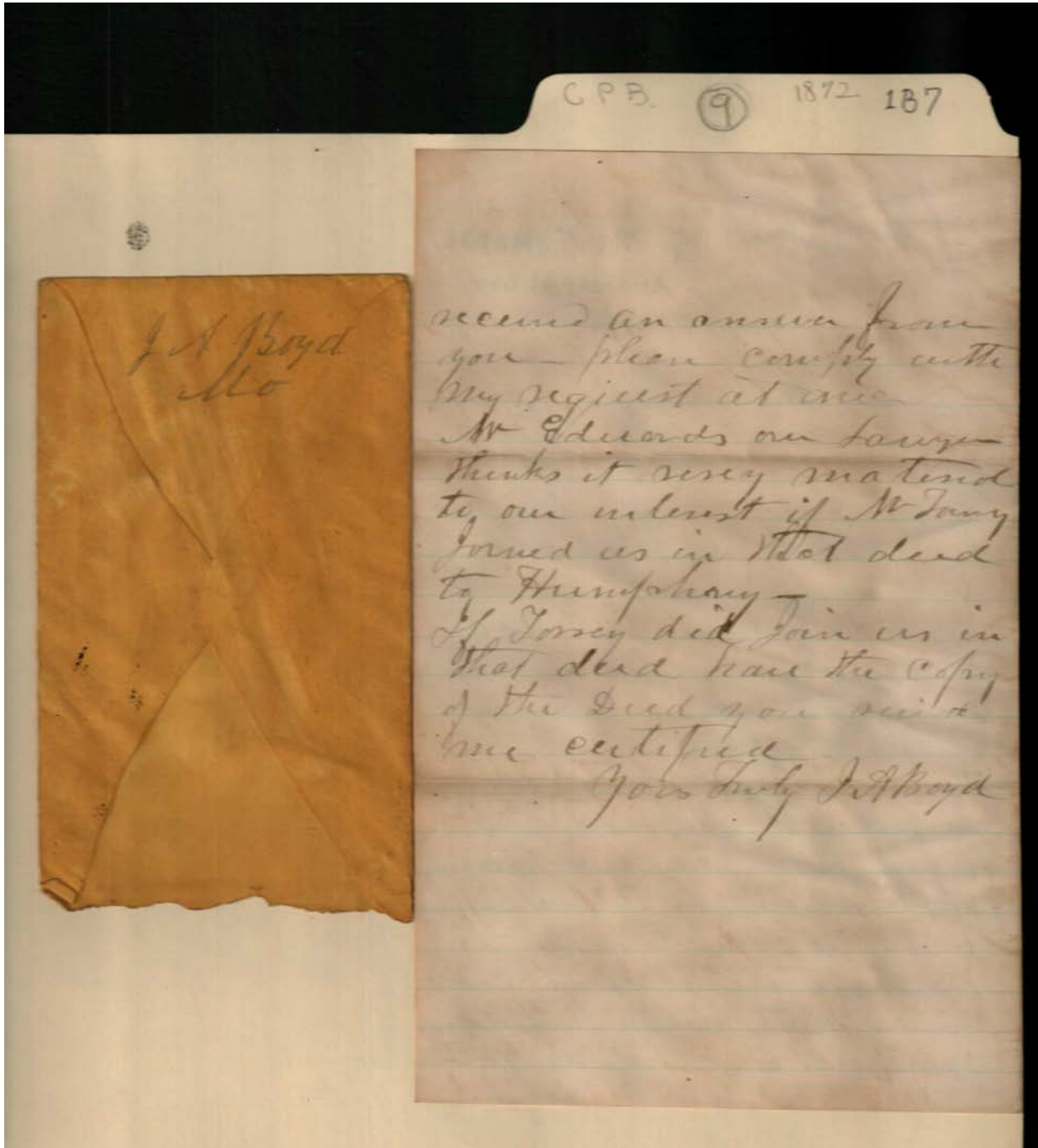
Waverly, AL

Types:

letter

Dates:

Sep 23, 1872



Names:

Boyd, J. A.

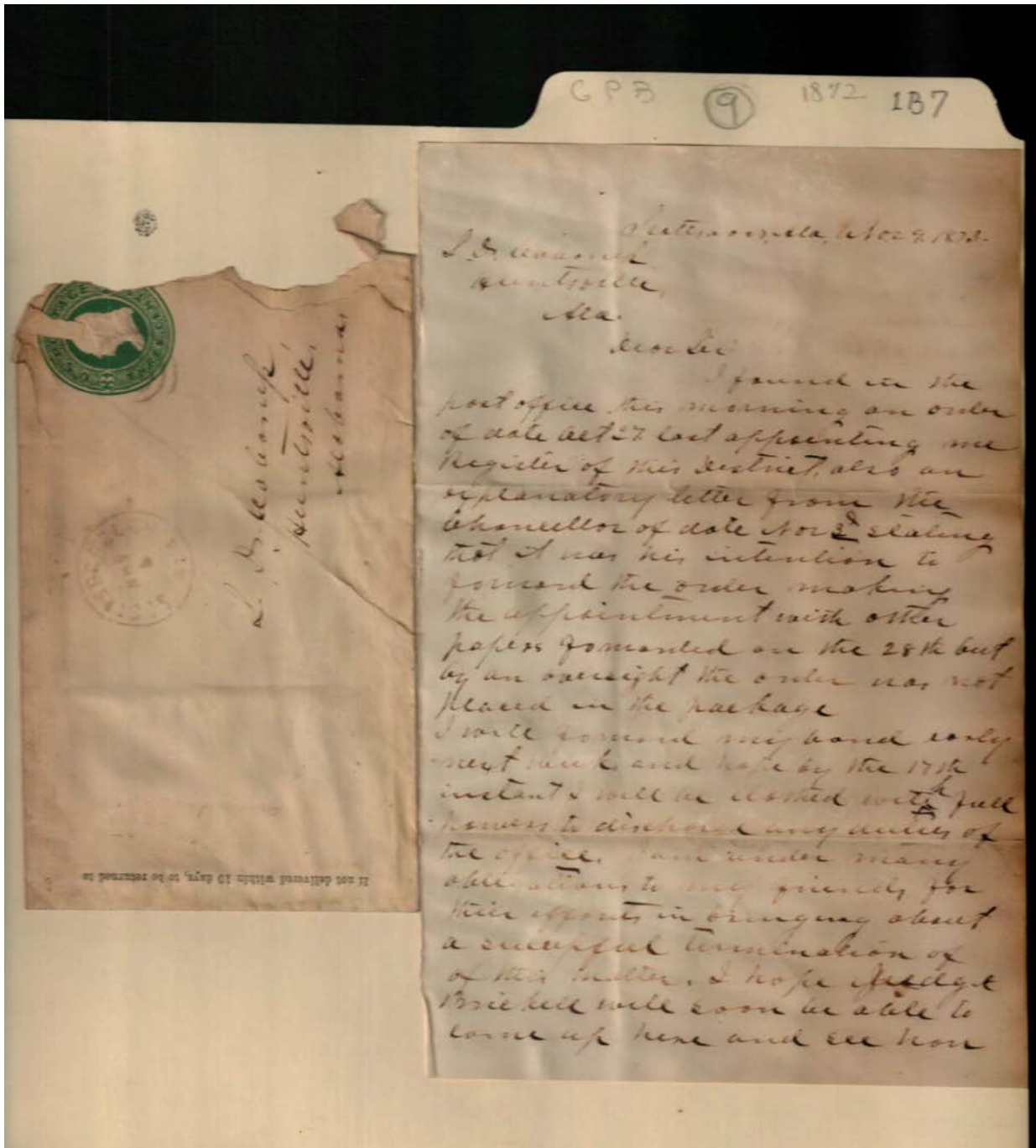
Edwards, Mr.

Humphrey,

Toney, Mr.

Types:

letter



Names:

Cabaniss, S. D.

Places:

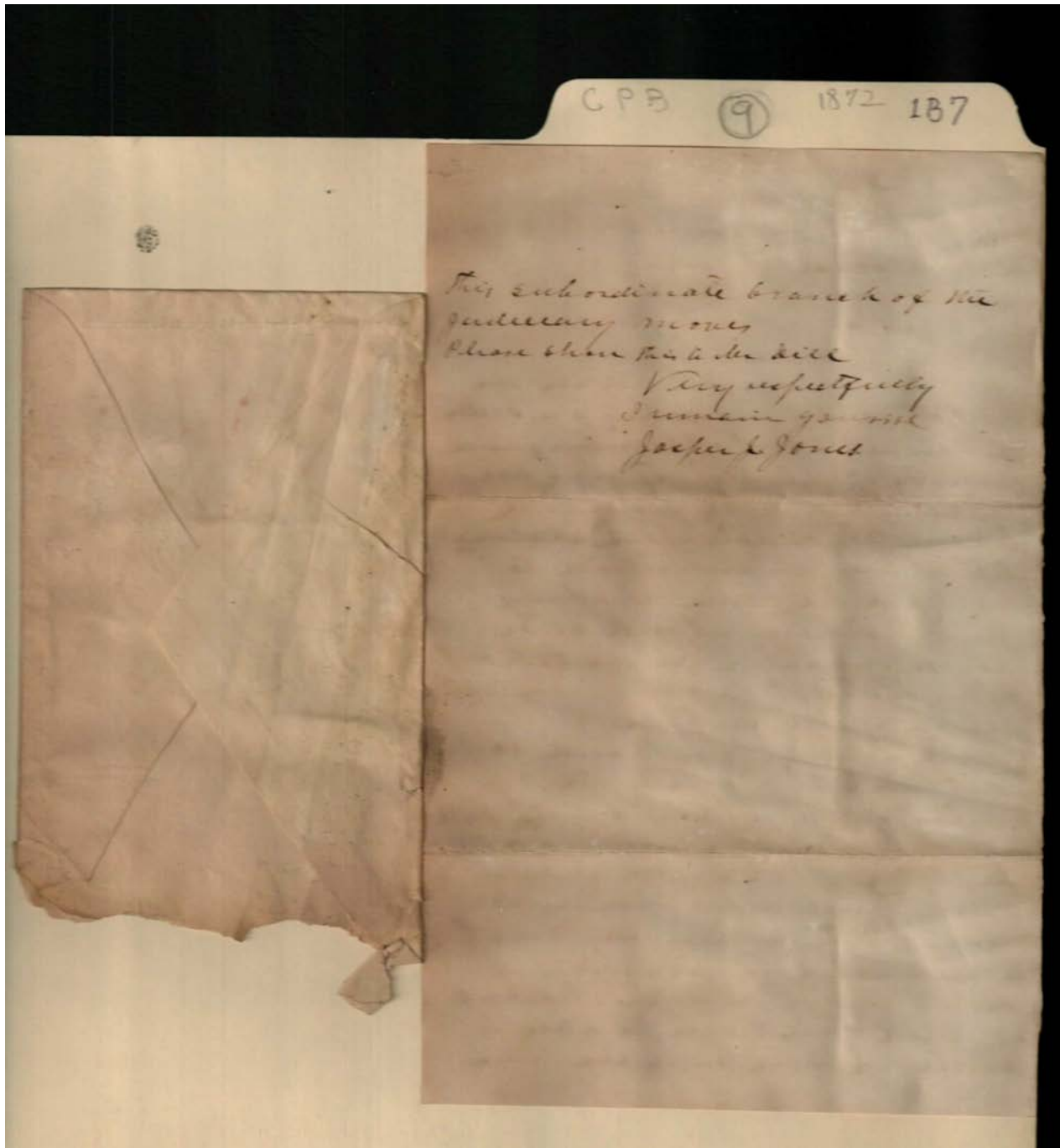
Scottsboro, AL

Types:

letter

Dates:

Nov 09, 1873

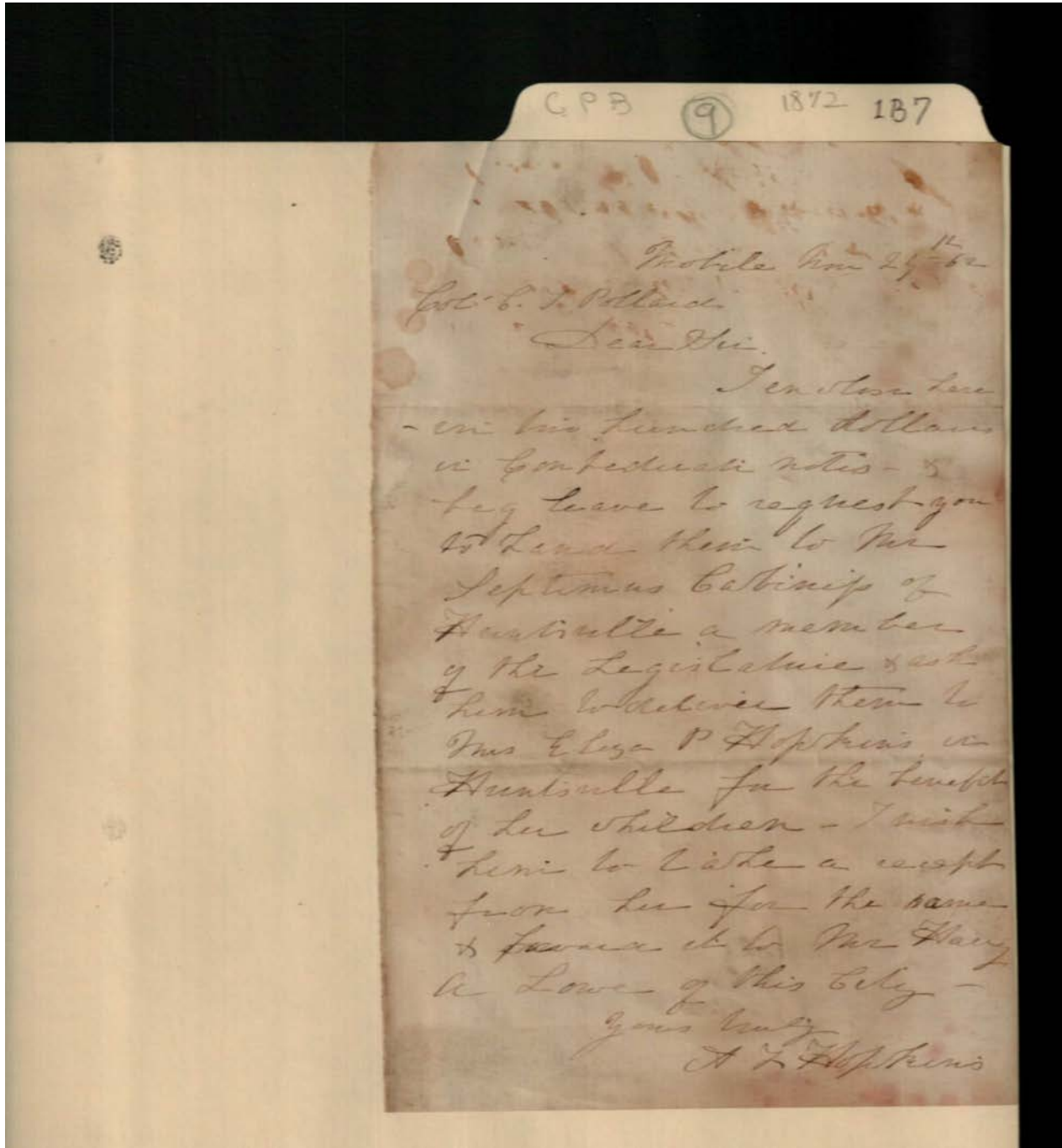


Names:

Jones, Jasper J.

Types:

letter



Names:

Cabaniss, Septimus
Hopkins, A. T.

Hopkins, Eliza P.
Lowe, Harry A.

Pollard, C. T., Col.

Places:

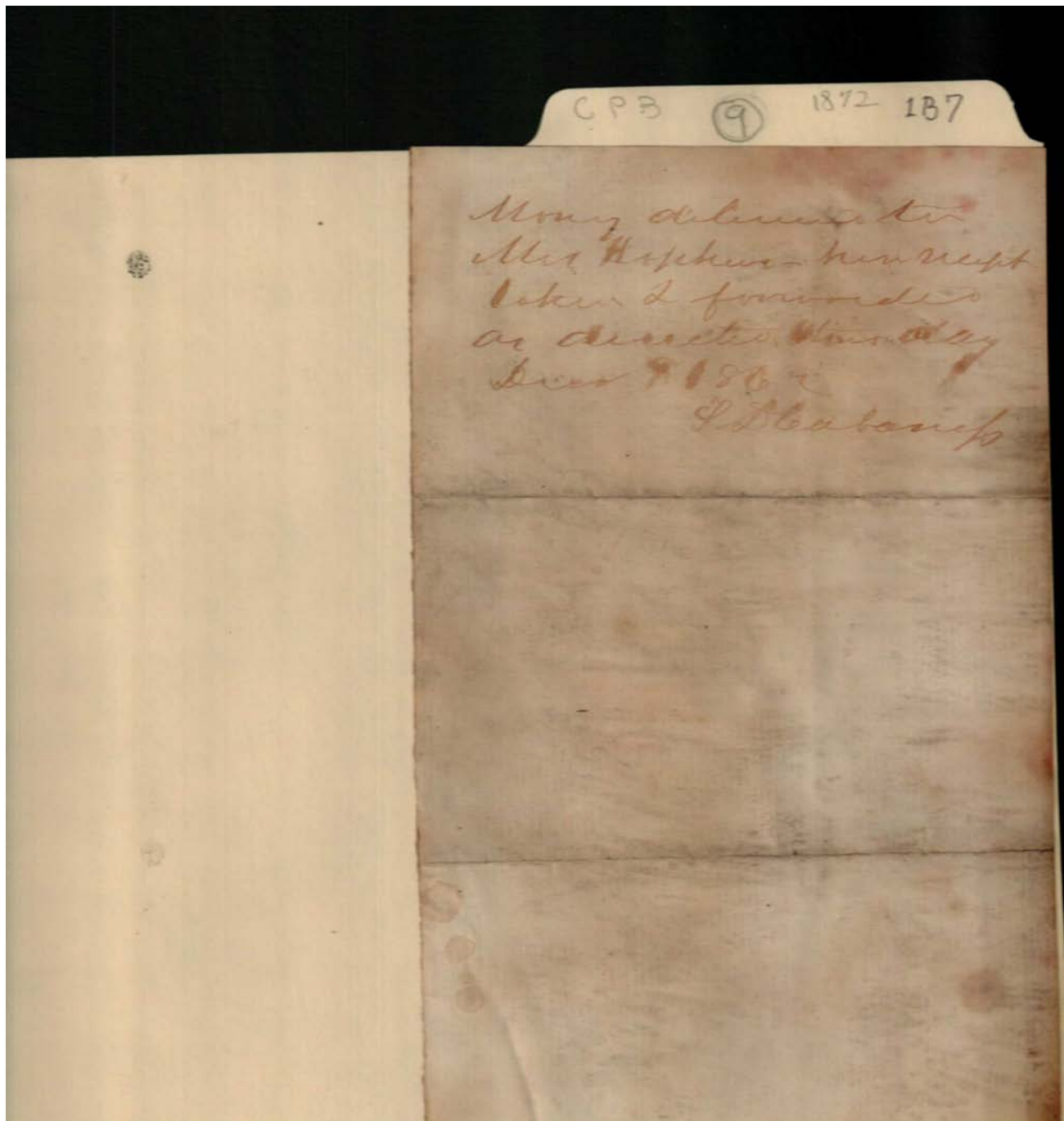
Mobile, AL

Types:

letter

Dates:

Nov 29. 1862



Names:

Cabaniss, S. D.

Hopkins, Mrs.

Types:

memo

C P B (9) 1872-187

Aberdeen Jan 22th. 1872

Messrs. Cabaniss & Ward
Harts Hill

Dear Sirs I have just received your Dispatch half past 8 o'clock to night contents noted & hasten to answer by letter C. C. Nesmith attorney of Prices is here with a copy as he says interrogatories you filed last August in Somerville & wishes me to answer them they are so arranged & fixed that Houston & Reynolds are appointed commissioners here to take my depositions in the suit that A. W. Stephenson & others against Garner & Price he says all he wants is to establish Prices claim to the land he bought of me he also says he wants to do the same that Wilkes is trying to do for me to remain as Administrator on the business to stand as it did before Jim Price

Names:

Cabaniss,
Garner,
Houston,

Nesmith, C. C.
Price, Jim
Reynolds,

Stephenson, A. W.
Ward,
Wilkes,

Places:

Aberdeen

Types:

letter

Dates:

Jan 22, 1872

CPB (9) 1872-187

was appointed I do not wish
to do any thing until I hear
from you but after I got your
Dispatch I told him I could not
answer what he wish me to do until
I was better posted he said I was
compelled to answer the questions
that Houston & Reynolds propounded
I told us thought I could be
forced to do it I told him
you were the one to say whether
I could or not he said you did
not understand the Dispatch
I sent if he attempts to force
by law as he says he can I can
show me the law to that affect
I would be glad for you to
be present or had I better asked
advice how to meet his view point
of some one here I am very anxious
to know what to do I will try
and get him to wait until I
hear from you by letter or
Dispatch I wish you could
come to Dithron what he wishes
to do I would be glad as you can come
to my house I be at no expence here

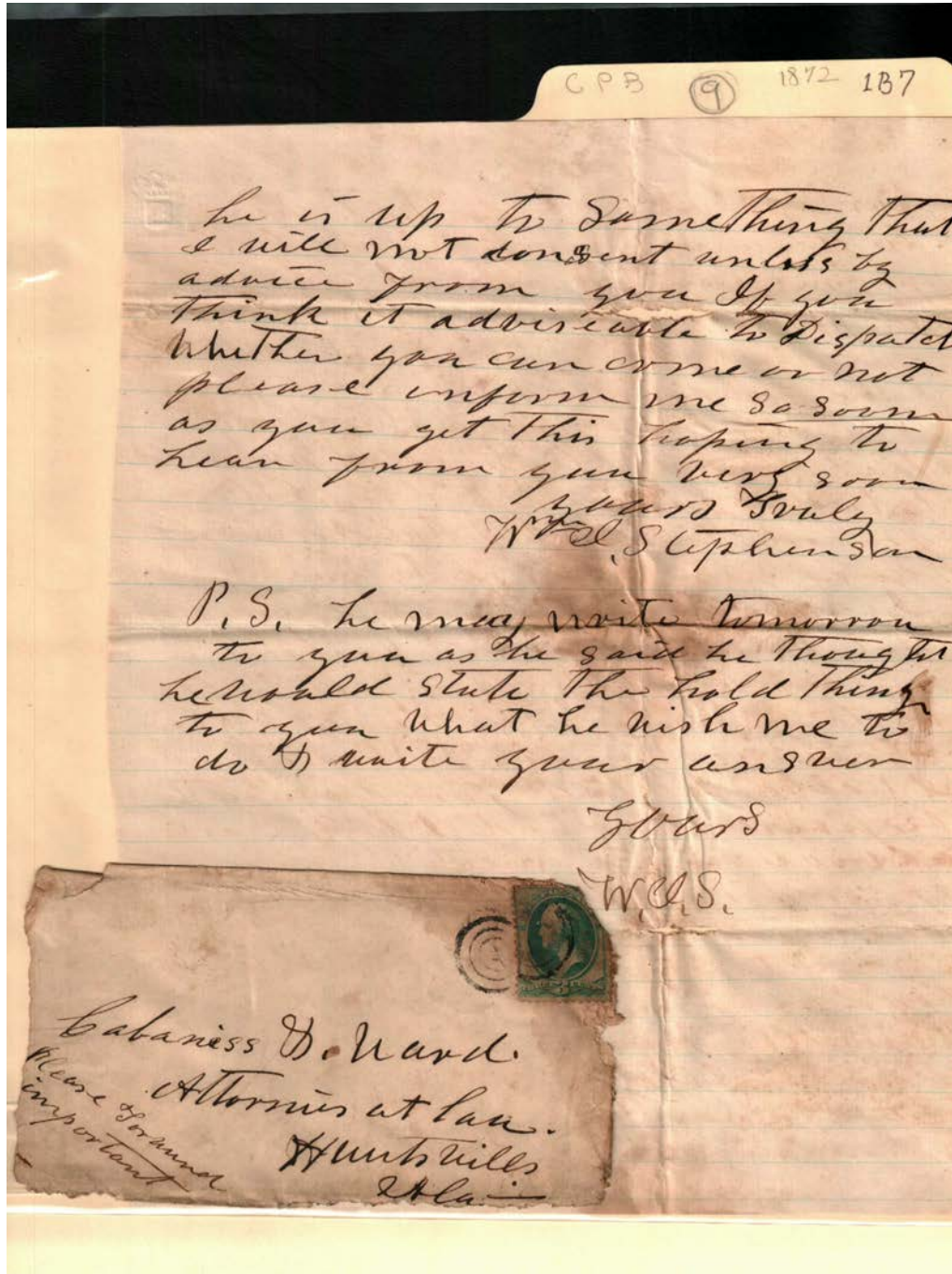
Names:

Houston,

Reynolds,

Types:

letter



Names:

Cabiniss,

Stephenson, William
J.

Ward,

Types:

letter

CPB 9 1872 187

3

To the Chancellor of the Southern
Division of Alabama sitting for the
Fifth District thereof at Huntsville

Francis P. Ward as administrator
de bonis non with the will annexed
of Thomas Fearn deceased who resides
in same District, brings this his bill
against Oliver B. Patton who also
resides in same District.

And thereupon your orator com-
plains and says:

1. Said Thomas Fearn departed this
life on January 17, 1853, being at the
time of his death an inhabitant
of Madison County Alabama, and
having prior to his death made and
published his last will and testament
which was duly probated in the
Probate Court of said County of Madison
on March 9, 1853. Letters testamentary
on said will were by said Probate
Court duly issued to Gustavus L. Mas-
tin one of the executors therein ap-
pointed on March 16, 1853. Said Mas-
tin resigned his executorship of said
will by filing his written resignation
thereof in said Probate Court on April
11, 1857 which was by said Court accepted
and entered of record. William W.

Record of
Probate Court
10/
79-95-95-100
128-110
11/287

Fearne estate

Names:

Fearne, Thomas
Garth, William W.

Mastin, Gustavus L.
Patton, Oliver B.

Ward, Francis P.

Places:

North District
Alabama

Types:

legal report

CPB 9 1872 187

2

Saith the only other executor nominated
 in said will failed to apply for letters
 testamentary within thirty days after
 Probate of said will, and on April 14.
 1863 removed his appointment as such
 executor in said Probate Court which
 was entered of record. And on September
 19, 1867 your order was duly appointed
 and qualified in said Probate Court
 as administrator de bonis non with
 the will annexed of said Thomas
 Fearn deceased, and proper letters of
 administration issued to him as such
 administrator by said Court.

In the year 1857 Robert Fearn as
 principal and said Thomas Fearn
 as surety executed their bond dated
 July 29, 1857 binding themselves in joint
 obligors to Francis J. LeVert for the pay-
 ment, within months after date, of
 eleven hundred and fifty dollars with
 interest from July 1, 1857. In the year
 1857 said LeVert instituted separate suits
 in the Circuit Court of Madison County
 Alabama on said bond against said
 Robert Fearn and said Master as exec-
 utor of said Thomas Fearn, severally.
 After said resignation of said Master.

Deposition of
51 Dumont
73 Humphrey

Record of
Circuit Court

Fearne estate

Names:

Fearne, Robert

Fearne, Thomas

LeVert, Francis J.

Types:

legal report

CPB 9 1872 187

3

The suit instituted against him as such executor was revived against your mother as administrator as aforesaid. Said bill was filed after said revival being at the time of his death an inhabitant of said county of Madison, having prior to his death made and published his last will and testament, which was duly probated in said Probate Court and letters testamentary thereon duly issued to Anne Eliza LeVert, executing therein comminuted on January 28, 1870. Both of said suits on said bond were revived in the name of said Anne Eliza LeVert executrix of said Francis J. LeVert in said Circuit Court on April 27, 1871, and on April 27, 1871 she as such executrix recovered judgments in said Circuit Court against said Robert Fearne and your mother as administrators as aforesaid separately and jointly for the sum of eleven hundred and fifty dollars debt and Eight hundred and ninety six $\frac{74}{100}$ dollars damages besides Twenty one $\frac{37}{100}$ dollars costs of suit. And executions were issued on each of said judgments.

3. Said bond was the debt of said Robert Fearne as principal and said Thomas Fearne as surety. On February 19, 1872

8171
 68/56
 8173
 68/40
 4170
 68/54
 8172
 68/58
 J. D. Hunt
 and Humphrey
 Receiv. of
 Circuit Court

Fearne estate

Names:

Fearne, Robert

Fearne, Thomas

LeVert, Eliza

LeVert, Francis J.

Types:

legal report

CPB 9 1872 187

you order as administrator as aforesaid
 paid off said judgment against him
 in favor of said ^{heir} Eliza ~~heir~~ executrix
 amounting with interest and costs to
 the thousand two hundred and twenty
 six 7/100 dollars. And therefore the
 attorneys of record of said heir Eliza
~~heir~~ executrix as aforesaid assigned
 her said judgment against said
 Robert Fearne to you order as adminis-
 trator in basis now with the will annexed
 of Thomas Fearne deceased.

4. Charles H. Patton died intestate in
 the year 1866 being at the time of
 his death an inhabitant of said County
 of Madison, leaving the dependents
 B. Patton, Mary B. Echols and Ellen
 Stephens his children and only heirs
 at law and distributees of his estate.
 And on July 1, 1866 said George P. Bierne
 was duly appointed and qualified in
 said Probate Court as administrator of
 his estate and proper letters of adminis-
 tration issued to him as such adminis-
 trator. In the year 1867 said Bierne
 as such administrator instituted a
 suit in said Circuit Court against
 said Robert Fearne for the recovery of a

Fearne estate

Names:

Bierne, George P.
 Echols, Mary B.

Fearne, Robert
 Fearne, Thomas

LeVert, Eliza, Miss
 Patton, Charles H.

Patton, Oliver B.
 Stephens, Martha L.

Types:

legal report

CPB 9 1872-187

2

5

debt due from him to the estate of said Charles H. Patton and received judgment thereon against him on April 27, 1872 for eight hundred and twenty two $\frac{7}{100}$ dollars debt and six hundred and sixty $\frac{49}{100}$ dollars damages besides costs of suit.

8048
88/23
By 9494.
April 27, 72.
July 19, 72.
Jan 11, 72.

Record of Circuit Court
by J. F. P. Hand

Ex
9512?
9513

5. Executions were issued to the Sheriff of said county of Madison on said judgment in favor of said Biernie as administrator as aforesaid and on said judgment against to your order as administrator as aforesaid. These executions were levied upon land in said county of Madison as the property of said Robert Fearn. And the lands were advertised to be sold on August 5, 1872. Executions were also issued to the Sheriff of said county of Marshall on said judgment and were by him levied on the following lands in said county of Marshall as the property of said Robert Fearn, viz: The south west quarter of the South East quarter and the south half of the south West quarter of section three (3); the South East quarter of the south West quarter and the south half of the South East quarter of section four (4); East Part A 134 acres, and

Fearne estate

Names:

Biernie,

Fearne, Robert

Patton, Charles H.

Types:

legal report

C.P.B. 9 1872 187

6

West Part B 158.42 acres of fractional section nine (9): the South West quarter of the South East quarter, the South East quarter, the South West quarter, and the South West quarter of section ten (10): the East half and South West quarter of the South East quarter, the South East quarter, the South West quarter, and the South half of the South West quarter of section eleven (11): the South East quarter and West half of the South West quarter, and the South East quarter and West half of the South West quarter of section twelve (12): the South West Part A 73.88 acres of fractional section thirteen (13): Fractional section fourteen (14): East Part A 83 acres and West Part B 79.32 acres of fractional section fifteen (15) all in Township seven (7) Range Two (2) East; and also the South West quarter of the South West quarter of section seven (7) Township seven (7) Range Three (3) East, containing in the aggregate Twenty eight hundred and eleven 9/10 acres, which were advertised to be sold at the Court house in said county of Marshall on Monday August 5, 1872.

At the month of July 1872 an agreement was entered into by and between

Dep. J. P. West
W. S. Gault
Louis Byrd
Hamm.

Fearne estate
Types:
legal report

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7

said Rivers as administrator of said
 Charles H. Patton by his attorney George
 A. Gordon, said Oliver B. Patton, and
 your orator as administrator as afore-
 said of Thomas Fearne, by which it
 was arranged and stipulated that
 your orator should attend the sale
 under said executions in said county
 of Marshall and have the property bid
 off under both or either of said
 executions; that said Oliver B. Patton
 should represent the plaintiffs in
 both executions at the sale in
 said county of Madison and have
 the property bid off under both or
 either execution; that all purchases
 under either or both executions and
 in either or both counties should
 inure to the benefit of the plaintiffs
 in the executions in proportion to
 the amounts of their respective judgments;
 and that the plaintiffs should make
 common cause and show with each
 other pro rata whatever might be
 required on their said judgments
 by them or other proceedings.

7. Pursuant to this agreement your
 orator authorized said Oliver B. Patton
 to control the execution of his judgment

*W.P. Ward
 Clerk*

Fearne estate

Names:

Fearne, Thomas

Gordon, George A.

Patton, Charles H.

Patton, Oliver B.

Types:

legal report

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went to the Sheriff of said county of Madison
 and went to said county of Marshall
 in the latter part of the month of July
 1872 and remained there until August
 5. 1872. On the morning of that day
 he was informed by the Sheriff of said
 county of Marshall that he was enjoined
 from selling under your order's execu-
 tion, but not from selling under the
 other, and that he should proceed
 to sell under that. Said Sheriff of
 said county of Marshall did sell
 said lands under said execution
 in favor of said Pierre administrator
 as aforesaid on August 5. 1872. At said
 sale your order caused the lands to
 be bid off in the name of said Oliver
 B. Patton at the price of two hundred
 dollars, to whom said Sheriff conveyed
 them by his deed of that date.

9. In the latter part of the year 1873
 or early part of the year 1874 said
 Oliver B. applied to your order to
 release him from said judgment
 and allow him to compromise said
 debt of said Pierre admin as aforesaid
 with the defendant Eliza Lee Fearn
 the widow of said Robert Fearn who

Sub-
 9 P. B. Patton
 vs W. B. Patton
 and of debt

Fearne estate

Names:

Bierne,

Fearne, Eliza Lee

Fearne, Robert

Patton, Oliver B.

Types:

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3.

9

had did been the sale of said lands. Your orator declined to do so and went with him to see a Receiver, whom your orator reminded of his interest in ^{debt and said} said lands under said agreement, requesting him to protect the same. And said Receiver promised to do nothing in the matter without further consultation with your orator. But no such further consultation has ever been had.

10. Your orator Oliver B. Patton after your orator's said refusal to release him from said agreement, and without any disposition or conveyance of said lands or any contract to dispose of or convey them to any one by said Receiver as aforesaid, assigned and conveyed his interest in said judgment of said Receiver against Robert Fearn and in said lands to the defendant Eliza Lee Fearn

admitted

11. On August 1, 1872 William Weeden as administrator of Robert Fearn deceased filed his bill in this court against George P. Bierne as administrator of Charles H. Patton Dec'd by which he prayed and obtained an injunction

admitted

Fearne estate

Names:

Bierne,
Fearne, Eliza Lee

Fearne, Robert
Patton, Charles H.

Patton, Oliver B.
Weeden, William

Types:

legal report

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10

against the sale of lands in Madison County
 Alabama under an execution issued
 on said judgment secured by said
 Biene as admr as aforesaid against said
 Robert Fearn. On August 15. 1872 said
 Weeden as admr as aforesaid filed
 his amended bill in said case in
 this court against said Biene as admr
 as aforesaid and said Oliver B Patton
 alleging said purchase of said lands
 in Marshall County by said Oliver B
 Patton and the redemption thereof
 by said Biene as admr as aforesaid
 and praying that each of them
 should be restrained and enjoined
 from taking or demanding possession
 of or instituting any proceedings or
 suit for said lands or any part thereof
 upon the said title obtained from or
 through said Sheriff of Marshall County;
 that said sale might be set aside;
 and that the deed from said Sheriff
 to said Patton and the conveyance
 from said Patton to said Biene
 admr as aforesaid might be cancelled
 and declared null and void. And
 an injunction was granted and
 issued in accordance with the prayer

Fearne estate

Names:

Biene,

Fearne, Robert

Patton, Oliver B.

Weeden,

Types:

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C.P.B. 9 1872-187

11 of said bill.

14. Said amended bill was assented by said Bierne and said Patton under oath, admitting the purchase by Patton and redemption by Bierne above as aforesaid as alleged, and expunging the title against them.

15. Said Weeden having resigned his administration of the estate of said Robert Fearn Esq. and been succeeded therein by said Eliza Lee Fearn, said suit against said Bierne above as aforesaid and said Patton was revived in her name as administratrix of Robert Fearn Esq. deceased at the July Term 1877.

16. On January 11, 1878 said Bierne and said Patton consented that a decree should be rendered in said cause perpetuating the injunction against them. And on July 11, 1878 a decree was rendered in the cause perpetuating said injunction ordering the surrender and cancellation of said sheriff's deed and for costs against said Bierne above and said Patton.

17. Said decree was assented to by said Bierne and said Patton for the purpose and with the intent to hinder delay and defraud your order of the

Fearne estate

Names:

Bierne,
Fearne, Eliza Lee

Fearne, Robert
Patton,

Weeden,

Types:

legal report

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12 right to redeem said lands from said
Bierne above as aforesaid.

18. Said lands were and conveyed by
the sheriff of said county of Marshall
to said Oliver B Patton a kinsman before
alleged one month thirty five thousand
dollars.

To the end therefore that said defend-
ant may if he can show why
your order should not have the relief
hereby prayed and may according
to the best and utmost of his knowledge
remembrance information and belief
full true direct and perfect answer
make without oath to each of the
allegations and interrogatories of this
bill or by the oath hereunder written
he is required to answer: that is to say:

1. Whether the allegations of this bill
are true or not? And if all are not
true, which are untrue and in
what untrue?
2. Which of said defendant's claim
any interest in said lands? And
how or under what agreement con-
tract or conveyance?

Your orator prays that the writ of
habeas corpus may be issued against said

Fearne estate

Names:

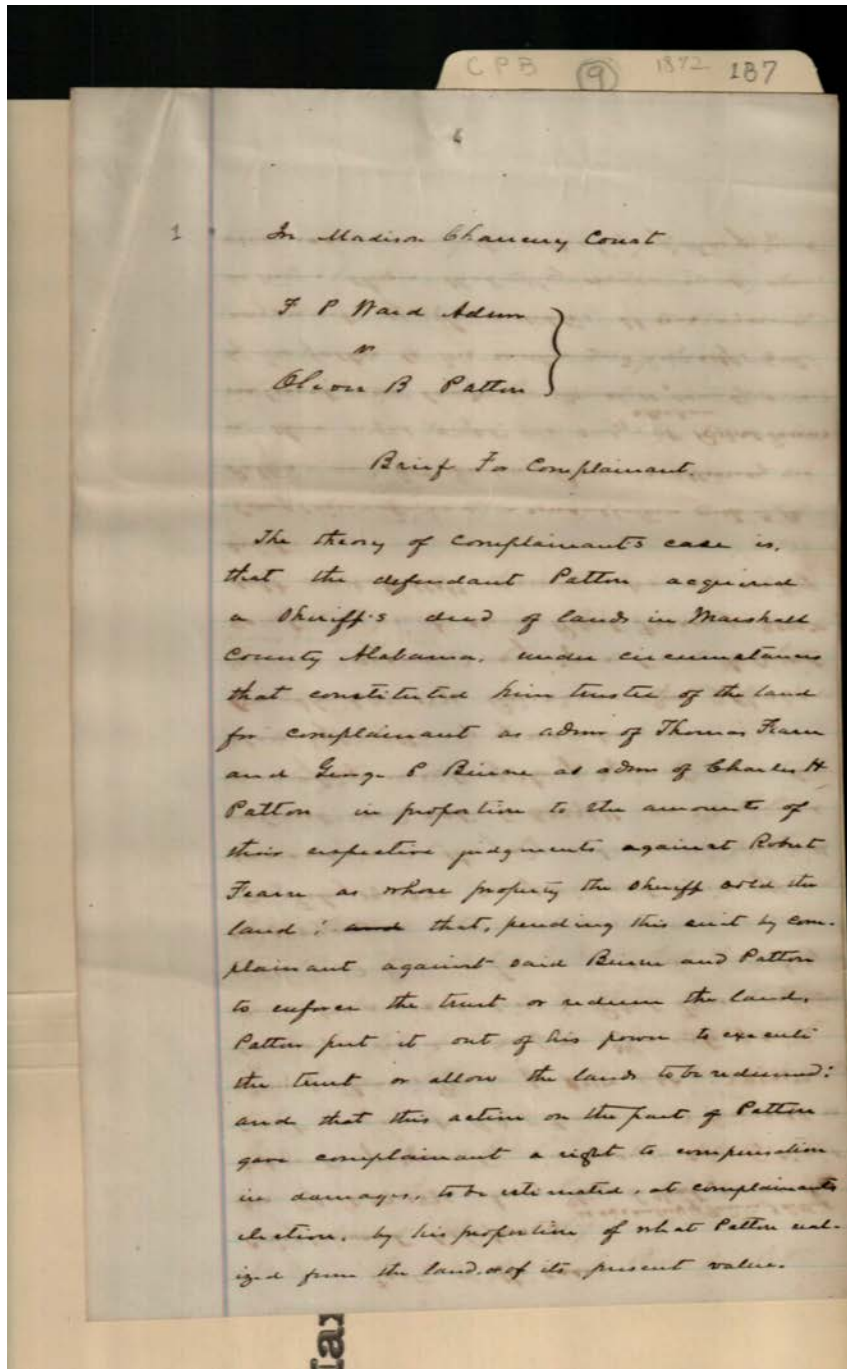
Bierne,

Patton, Oliver B.

Wilson, R. H.

Types:

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Fearne estate

Names:

Bierne, George P.
Fearne, Robert

Fearne, Thomas
Patton, Charles H.

Patton, Oliver B.
Ward, F. P.

Types:

legal report

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Facts of the case

2

Complainant *Bierne, B.*
 On April 27, 1871 Ann Eliza LeVert, ^{as executrix of Francis J. LeVert} recovered separate judgments in Madison County Circuit Court against Robert Fearn and himself as adm^r of Thomas Fearn for \$1150 debt and \$876⁹² damages besides costs and ^{50¢} for costs of suit on a bond executed by Robert Fearn as principal and Thomas Fearn as security on July 29, 1857.

On Feb'y 19, 1872 complainant paid off an execution on the judgment, amounting with interest and costs to \$2276¹² and received an assignment of the judgment from the plaintiff's attorney of record.

On April 27, 1871 Bierne as adm^r of Charles H. Patton recovered a judgment in the Circuit Court against said Robert Fearn for \$892⁷¹ debt and \$618⁶⁹ damages besides costs of suit.

Complainant had a consultation with C. B. Patton and Col. Gordon, Bierne's attorney as to their legal right to subject Robert Fearn's interest in lands in Marshall, ^{Madison} County, devised by his father to his mother and himself, to the payment of their debts. It was agreed between them that they would make common cause in the collection of their judgments:

Fearne estate

Names:

Bierne,
 Fearne, Robert

Fearne, Thomas
 Gordon, Col.

LeVert, Ann Eliza
 LeVert, Francis J.

Patton, Charles H.

Types:

legal report

CPB 9 1872 187

3

have executions issued on both judgments bond on the land in both counties, and buy the land; and that complainant should attend the sale in Marshall and buy the land while Patton and Gordon should attend the sale in Madison and buy the sale in both counties was adjourned for August 5. 1872. On ^{Aug} Sept 1, 1872 complainant went to Marshall and remained until Aug 8, 1872 when he caused the land to be struck off to Patton for \$200, under Biers execution his own having been enjoined. On complainant's return and report of what he had done, it was agreed that Patton should go to Marshall, pay the cost, get the deed from the sheriff and settle with Judge Wyeth whom complainant had asked to bid off the land and superintend the execution of the deed.

Before Patton's return it was agreed between Complainant and Col. Gordon that the land should be redeemed by Biers from Patton for the benefit of himself and complainant. And Gordon afterwards informed complainant that it had been done.

Gordon as adm of Robert Biers has filed a bill enjoining Biers and Patton from demanding money for or taking possession of the land, alleging the redemption by Biers from Patton.

Fearne estate

Names:

Bierne,
Fearne, Robert

Gordon, Col.
Patton,

Weeden,
Wyeth, Judge

Types:

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43

for the purpose of moving to discontinue the injunction sworn against me filed by Biene and Patton admitting the redemption.

In 1873 Patton proposed to complainant that they should compromise this claim with the widow of Robert Fearne who had died. They went to the office of Biene Biene & Hodson, where in the presence of Patton Biene and W. H. Donegan complainant gave this history of the matter, but declines to state any part of his debt without instruction from the legatee of the Fearne, as part of his statement was disputed by Patton.

Afterward Patton applied to complainant to release him from their agreement and allow him to compromise with Mr. Fearne or buy his debt. Complainant declined but went with him to Biene and asked Biene as the executor of the last to protect his interest. And it was then agreed among them that nothing should be done in the matter of the compromise until they had a further consultation.

Shortly after this complainant proposed to Patton that they should have the consultation with Biene, when Patton informed him that he had compromised with Mr. Fearne. Complainant went to Biene

Fearne estate

Names:

Biene,
Donegan, William H.

Fearne, Mrs.
Fearne, Robert

Fearne, Thomas
Patton,

Types:

legal report

C.P.B. 9 1872-187

50

and reminded him of the understanding that nothing should be done without further consultation. Reim replied that the parties were of age and competent to attend to their own business, and that he had concluded to have nothing to do with it.

And on August 1, 1874 complainant made the tender to Reim alleged in his bill, and entered the credit on his judgment.

Complainant's statement is controverted by:

By Judge Wyeth who testifies that at complainant's request he bid off the land and directed the execution of the deed to Patton with the understanding that complainant was interested in the purchase; that on account of complainant's interest in the purchase, he declined compensation when offered by Patton; and that when he gave that reason for declining compensation, Patton did not deny complainant's interest in the purchase.

By W. H. Galt, who testifies of Patton's complaining of complainant not being willing to compromise.

By Rose Clerk of Circuit Court, that Patton

Fearne estate

Names:

Bierne,
Bone,

Garth, W. W.
Patton,

Wyeth, Judge

Types:

legal report

CPB 9 1872 187

6 and Gordon came into his office, called for the file of papers in case of Bism Adam vs Fearn and transacted some business in relation to it; that it was the practice to enter a disclaimer on the execution when which the land was sold; and that the file with the execution could not be found. By T. D. Drake, that complainant went to Marshall County on Aug. 1, 1872 and returned on Aug. 7, 1872.

Bism admits that "it was however understood that no step was to be taken until such interview was had" about the compromise with Mr. Fearn see to Int 3-17.

Patton admits the purchase in his name by complainant - see Int 44; that there was a consultation between Gordon & Ward as to the best means of paying both debts. X Int 27; and that they had several conversations in relation to bidding for the property. X Int 32.

Patton "had several conversations with complainant in presence of Bism and others in reference to the purchase; and that in each of these conversations he understood complainant to claim a right under the first sale, but what he was admitted" X Int 43.

Fearne estate

Names:

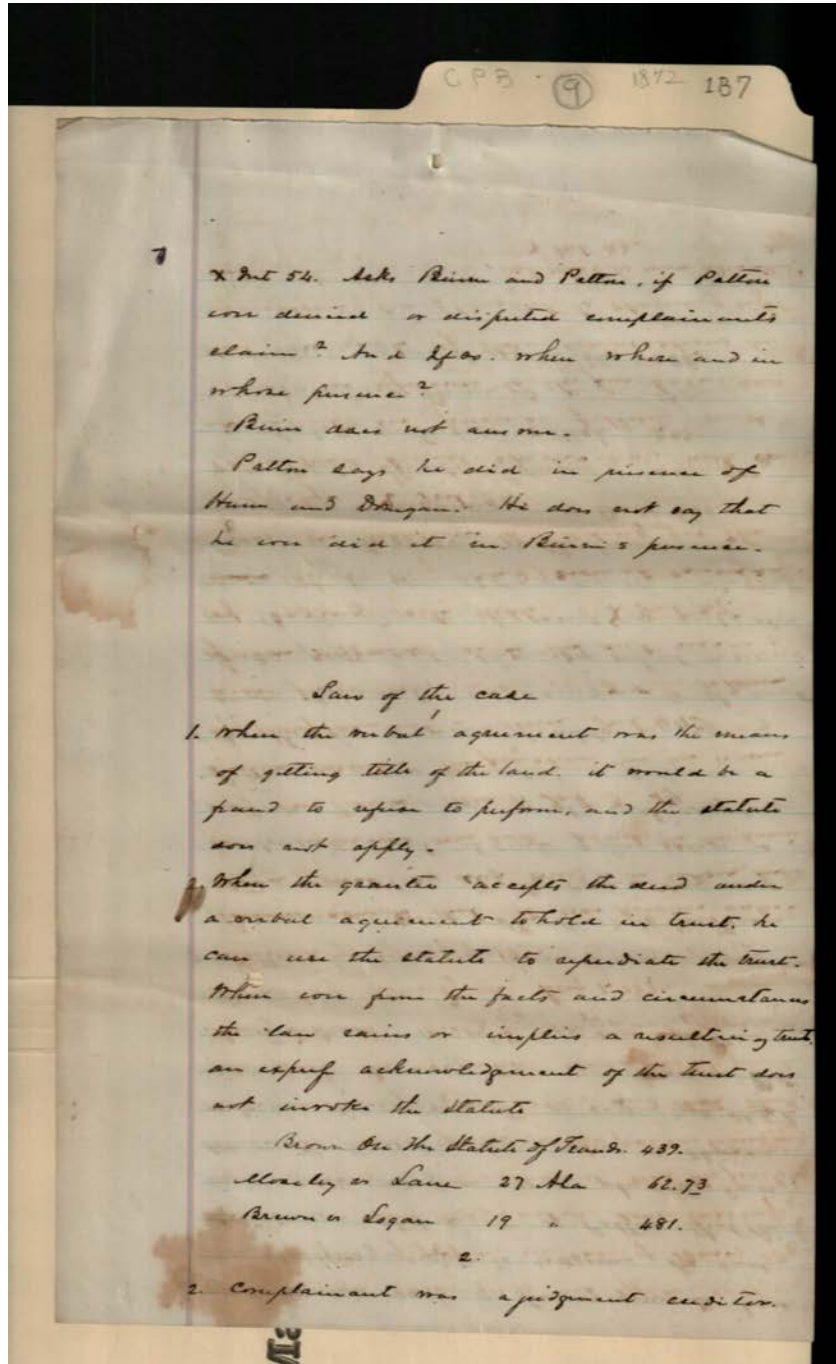
Bierne,
Drake, T. D.

Fearne,
Gordon,

Patton,
Ward,

Types:

legal report



Fearne estate

Names:

Bierne,
Brown,

Donegan,
Hume,

Lane,
Logan,

Mosley,
Patton,

Types:

legal report

CPB 9 1872 187

6 and independent of the agreement, had the statutory right to redeem. He had the sworn statement of Patton that Bieme had redeemed from him. And he had tendered the redemption money to Bieme, credited his judgment as required by statute, and filed his bill against Bieme and Patton. This preserved his right to redeem the land.

3
17/000: 27/193: 16/188.

3. Patton by conveying Bieme's acceptance from him, selling the land to Mrs. Fearn, and consenting to the cancellation of his deed, put it out of his power to perform his agreement with complainant or allow complainant to redeem. By this he became liable in equity to complainant in damages to the amount of complainant's share of what he paid for the land or at complainant's election, to the amount of complainant's share of the value of the land.

May v. LeBlanc 11 Wall 236.
 Fay on Specific Performance 447-457.
 Peabody v. Tarbell 2 Cuth 283.
 Anderson v. Brown 3 " 131.
 Steele v. Stealing 24 Ala 288.

John v. Th. Ch. 52/450

Fearne estate

Names:

Bierne,

Fearne, Mrs.

Patton,

Types:

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9

defendant Oliver B. Patton, commanding
 him to appear and answer the allegations
 of this bill and abide and perform the
 order and decree of the court in the premises;
~~that a decree of this court be rendered~~
~~in favor of your order for the payment~~
~~of the value of said lands so~~
 that an account may be taken to
 ascertain the value of the lands at the
 date of the filing of this bill and the
 proportion of said value be five hundred
 dollars with interest from August 5, 1872
 that five thousand and forty six $\frac{99}{100}$
 dollars, the amount of complainant's
 said judgment, bears to three thousand
 and six hundred $\frac{34}{100}$ dollars, the
 aggregate amount of both said judg-
 ments against said Robert Fearn;
 that a decree of this court may be ren-
 dered in favor of complainant against
 defendant Oliver B. Patton for the
 payment of such proportion of the
 value of said lands with interest
 thereon as compensation to complain-
 ant for his interest in said lands;
 and for such other and further relief as
 the nature of his case entitles him to.
 T. P. Ward for Complant.
 not. All allegations required to be answered.

Fearne estate

Names:

Fearne, Robert

Patton, Oliver B.

Ward, F. P.

Types:

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