

CPB (5) 1871 215
1B7

\$25- One day after date I promise
to pay G. D. Cabaniss twenty five
dollars for value recd - being for
in the Estate of Leroux for will
March 23 1871
B. B. Rogers

Names:

Cabaniss, S. D.

Rogers, B. B.

Types:

iou

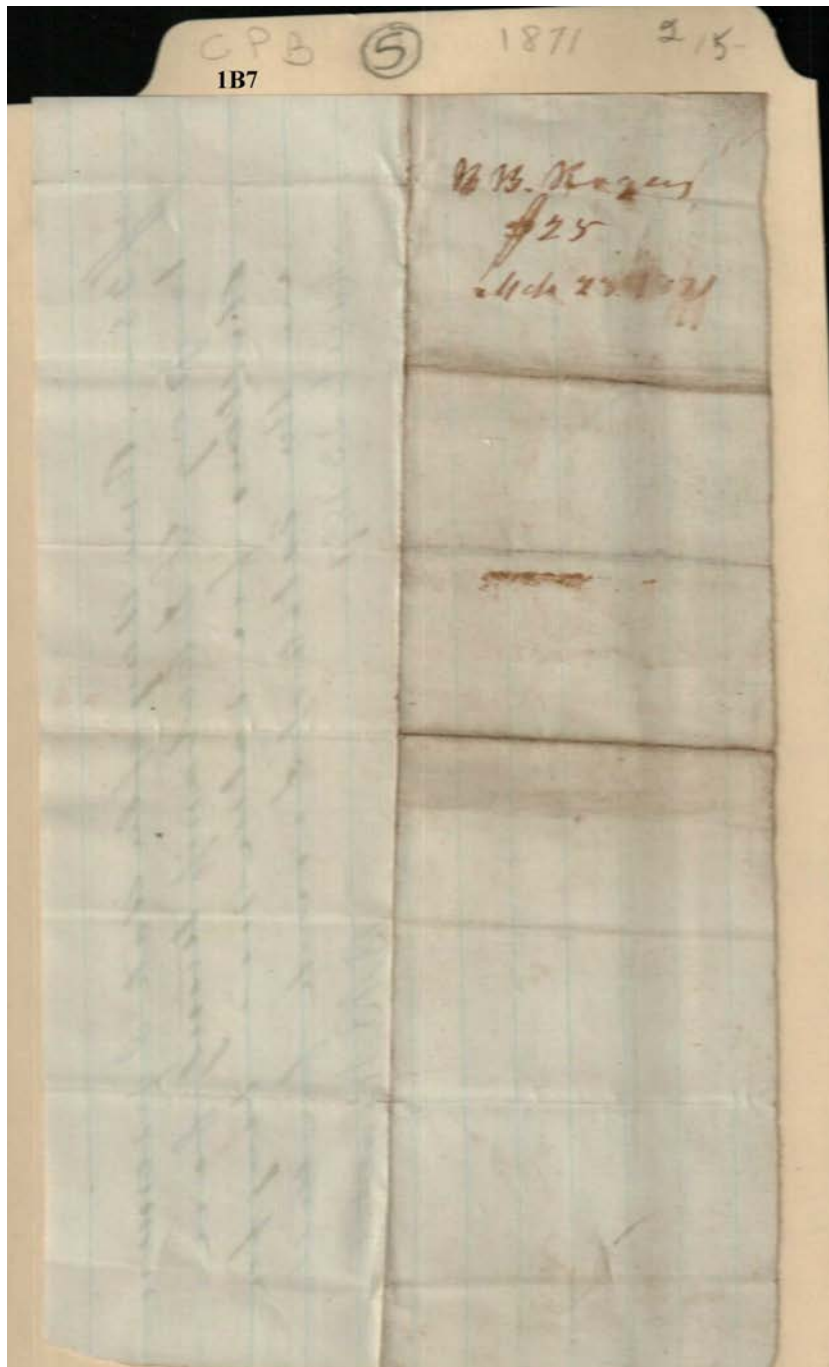
Dates:

Mar 23, 1871

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 7, Folder 5

Legal and court documents, 1871 (2 of 5)

Image 2 r01b07-05-000-0002 [Contents](#) [Index](#) [About](#)



Names:

Rogers, B. B.

Types:

memo

Dates:

Mar 23, 1871

CPB ⑤ 1871 2,5
1B7

Columbia S.C. March 9th 1871

Dear Sir;

I am just in receipt of a letter from Mr Geo Beirne stating that Mr Clark offers to pay his note of \$500. with some fifteen months interest accrued of \$400. will be acceptable or payment in full - which I have declined; and referred him to you for the least amount I will receive for it - once or within a few days - I think I authorized you to accept payment for the note at 10% discount on the amount of it at maturity - which was ^{in Cash} about (I do not remember the exact date of the note) \$520. - I hope now do even better and authorize you to receive for the note \$500 Cash - This is the best terms I will offer - Money is not in my great demand with us now. and I regard the security good. This is the amount you stated

Names:

Beirne, William G.

Clark, B. B.

Places:

Columbia, SC

Types:

letter

Dates:

Mar 09, 1871

CPB 5 1871 2/5
1B7

- in your favor to Jos. T. Hollowell
under date Jan'y 5th 1871 - you were
"inclined to think" Mr. Clark would take
up the other note for, at that time - and I
now propose to accept that sum at the
present time only to oblige him -
If he calls upon you, you will
greatly oblige me by making known
this offer, and if he is disposed to pay
receive the amount & remit it to me,
and you will place me under additional
obligation, which I hope it will be my privi-
lege to respond in a more substantial
way at some future day -
Mr. Hollowell begs to be kindly
remembered to you
Yours truly
J. P. Huntman

C. P. Cabaniss Esq
Gautierville
La.,

Names:

Cabaniss, C. P.

Clark, Mr.

Hollowell, Joseph T.

Huntman, J. P.

Types:

letter

CP3 5 1871 25
1B7

Columbus Miss June 13th 1871

Messrs Cabaniss Ward
Huntsville Ala
Gentlemen

The petition upon which you
enquired in your letter of the 9th inst per last mail and is
not in my possession and must go forward to your
address. Judge Christian has
been some time absent so has Judge Yergen in attendance
at Federal Court and Miss Shreve delay in their
answers. I had not supposed it important or
particularly desirable, to have the petition returned sooner
than necessary before your next Circuit, but if you
wish sooner please advise. I am looking daily
to hear from you but by mail have no time
in communicating with you when I do.

Your first letter was fully understood, with
the points made by Judge Buster of dividing
jurisdiction of his Circuit with any other court
Court of Ala. This was fully explained by letter

Names:

Busterd, Judge
Cabaniss,

Christian, Judge
Ward,

Yergen, Judge

Places:

Columbus, MS

Types:

letter

Dates:

Jun 13, 1871

CPB (5) 1871 215
1B7

75.
Milton Humes Apique
"
John W. Scroggs vs.

Interrogatories to
W. W. Garth
G. P. Beirne
James Robinson
S. D. Cabaniss &
Frank Neal.

Filed June 23^d 1871
Lionel W. Day
C. D. C.

Names:

Beirne, George P.
Cabaniss, S. D.

Day, Lionel W.
Garth, W. W.

Humes, Milton
Neal, Frank

Robinson, James
Scroggs, John W.

Types:

memo

Dates:

Jun 23, 1871

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187

In the District Court of the United States for
the Northern District of Alabama:
Milton Humes Higgins of }
John W. Scruggs Bankrupt }
vs. } In Equity.
John W. Scruggs wife }
Narcissa Scruggs }

Interrogatories propounded by
the complainant to William W. Garth, George
P. Beirne, Septimus D. Cabaniss,
James Robinson and Frank Neal referees
residing in Madison County Alabama
whose depositions taken in answer thereto
will be read as evidence for the complainant
on the hearing of this cause, viz:

1. Are you acquainted with the parties to this
suit?
2. Do you know of any debts or legal
liabilities existing against the defendant
John W. Scruggs on the 14th day of May 1866?
If yes, state what, when, in what
debt, and to whom due, how incurred,
and whether they have been paid or
proved against his estate in Bankruptcy
or not?
3. Do you know the real estate conveyed
by the defendant John W. Scruggs to his
wife the defendant Narcissa Scruggs by

Scruggs bankruptcy

Names:

Beirne, G. P.
Cabiness, Septimus
D.

Garth, William W.
Humes, Milton
Neal, Frank

Robinson, James
Scruggs, John W.
Scruggs, Narcissia

Places:

Northern District
Court, AL

Types:

deposition

CPB 5 1B7 1871 2/5

his deed of that date May 14. 1866, of which "Exhibit A" to complainant's bill is a copy? If you state what said real estate was worth on May 14. 1866?

4 Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause or either of them, or that may be material to the subject of this your examination or the matter in question in this cause? If you set forth the same fully and at large in your answer.

Cabaniss & Ward Solrs
for Complainant

Scruggs bankruptcy

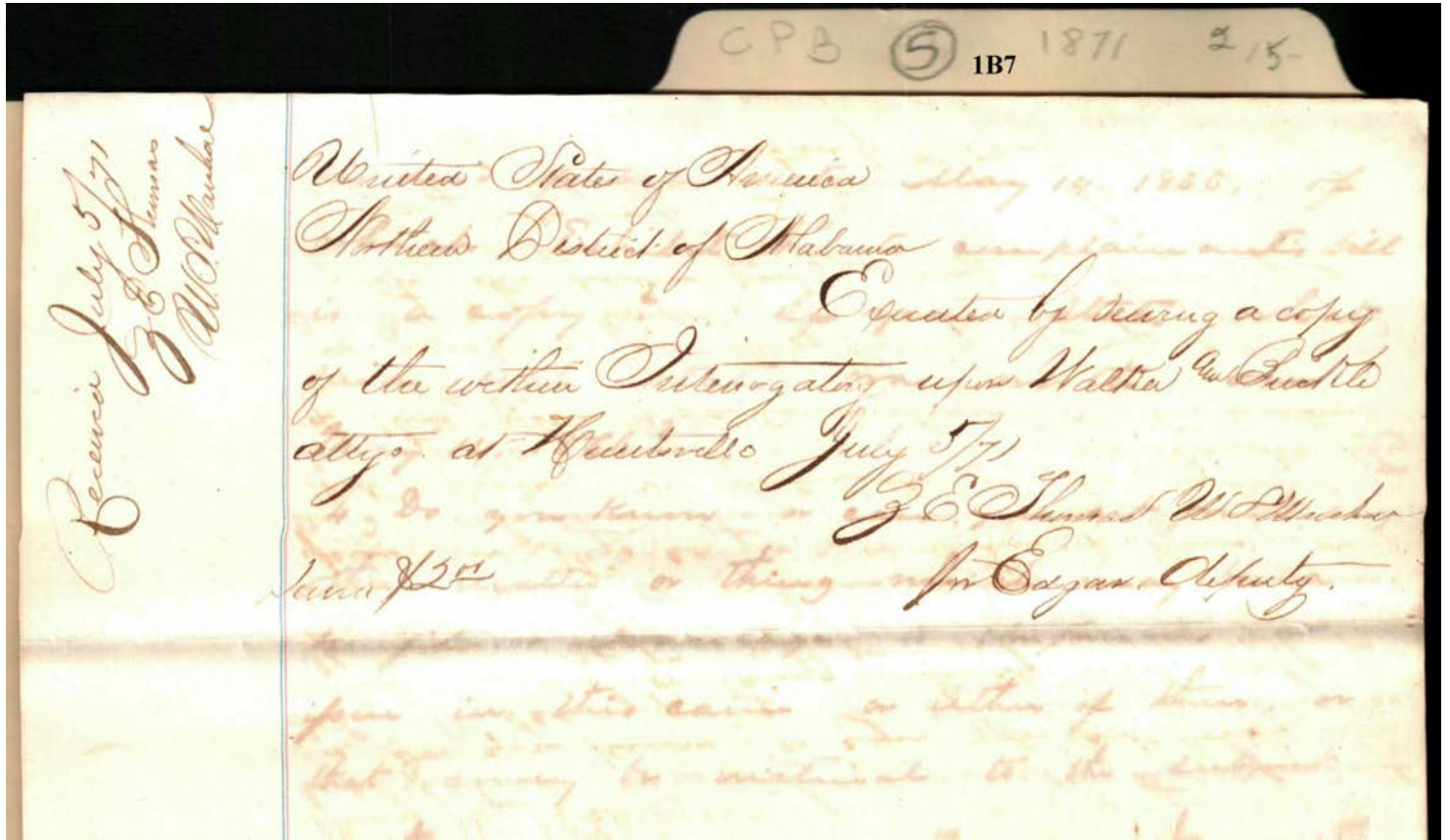
Names:

Cabiniss,

Ward,

Types:

deposition



Scruggs bankruptcy

Names:

Buckle,

Marshal, W. S.

Thomas, Z. E.

Walker,

Places:

Northern District
Court, AL

Types:

deposition

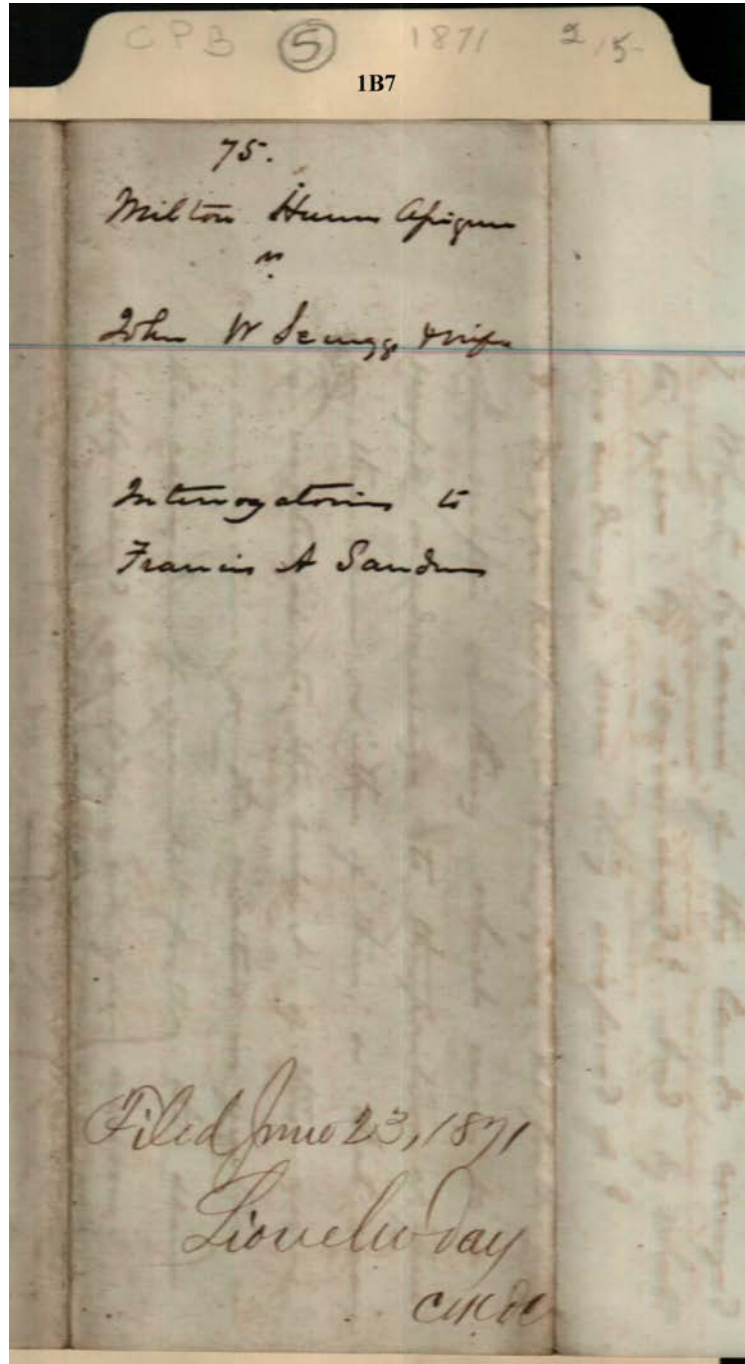
Dates:

Jul 05, 1871

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Legal and court documents, 1871 (2 of 5)

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Scruggs bankruptcy

Names:

Day, Lionel W.

Humes, Milton

Sanders, Francis A.

Scruggs, John W.

Types:

deposition

Dates:

Jun 23, 1871

CPB 5 1871 2/5
187

In the District Court of the United States
for the Northern District of Alabama:

Milton Humes Humes of
John W. Scruggs Bankrupt }
vs. } In Equity.
John W. Scruggs & wife
Narcissa Scruggs

Interrogatories propounded
by the complainant to Francis A
Sanders a witness residing in Madison
County Alabama whose deposition
taken in answer thereto will be read
as evidence for the complainant on
the hearing of this cause.

1. Are you acquainted with the parties
to this suit?
2. Are you the grantee in the deed
and of conveyance executed May 14,
1866 by the defendants John W. Scruggs
& wife Narcissa Scruggs and referenda
to in the deed of said ^{John W.} Scruggs to his
wife of the same date of which
Exhibit A to complainant's bill is a
copy?
3. What was the value of the interest
in land conveyed to you by that deed?
4. Had not the land comprising said
John W. Scruggs' plantation in

Scruggs bankruptcy

Names:

Humes, Milton

Sanders, Francis A.

Scruggs, John W.

Scruggs, Narcissia

Places:

Northern District
Court, AL

Types:

deposition

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Crittenden County Arkansas near the
town of ^{and known as the below place} Marion, Texas previous by
conveyed to you by deed dated
February 7. 1866 executed by Oliver P
Lyle as attorney in fact of said
John W Scruggs? If you make such and an
exhibit to your deposition in this case.

5. What did you as trustee under
said conveyance of John W Scruggs
copy of date May 14. 1866 realize
from the lands thereby conveyed?²

6. What circumstances existed to
prevent same from being realized?²

7. What became of the lands conveyed
to you by said deed? And by what
proceedings were they disposed of?²

8. Do you know or can you set forth any
other matter or thing which may be a
benefit or advantage to the parties at issue
in this case or either of them, or that may
be material to the subject of this your
examination or the matters in question in
this case? If you set forth the same
fully and at large in your answers:

Cabaniss & Ward Attys
for Complainant.

Scruggs bankruptcy

Names:

Cabaniss,

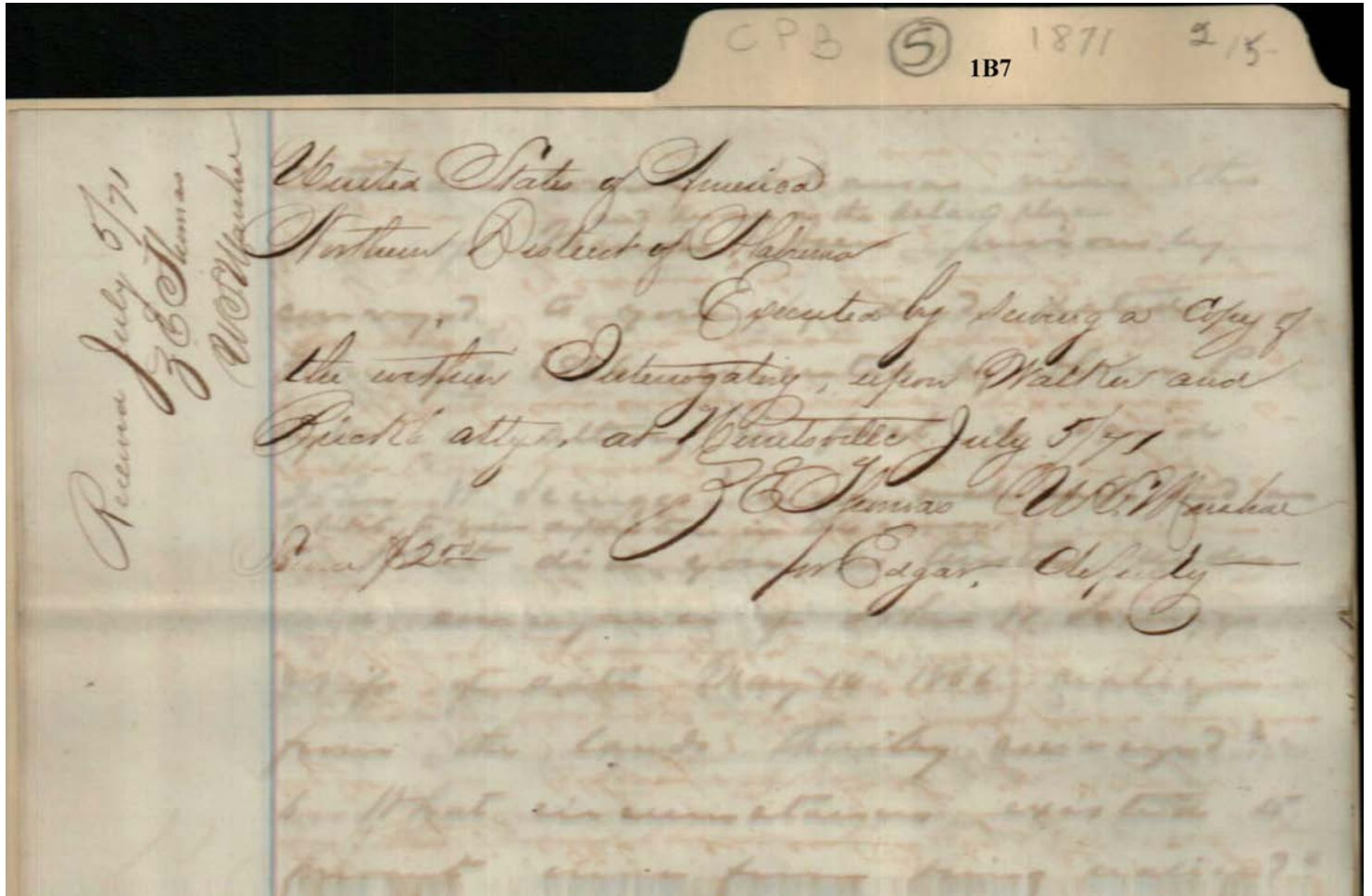
Lyle, Oliver P.

Scruggs, John W.

Ward,

Types:

deposition



Scruggs bankruptcy

Names:

Brickell,
Edgar,

Marshal, W. S.
Thomas, Z. E.

Walker,

Places:

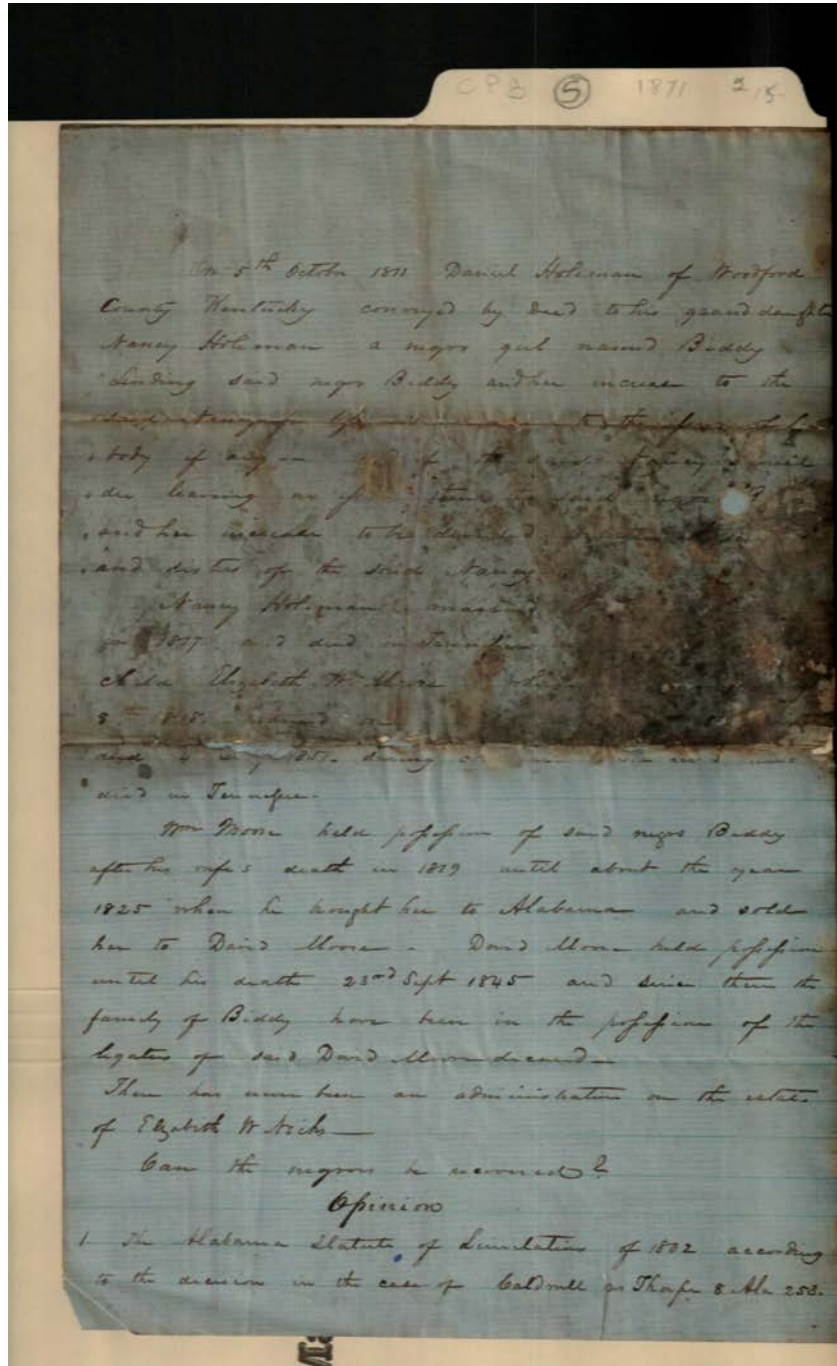
Northern District
Court, AL

Types:

deposition

Dates:

Jul 05, 1871



Names:

(slave), Biddy
Caldwell,
Holeman, Daniel

Holeman, Nancy
Moore, David
Moore, Elizabeth W.

Moore, William
Nicks, Elizabeth W.
Thorpe,

Types:

legal report

CPB 5 1871 25

On 5th October 1811 Daniel Holeman of Woodford
County Kentucky conveyed by deed to his grand daughter
Nancy Holeman a negro girl named Biddy
sending said negro Biddy and her increase to the
said Nancy Holeman to the use of her
sole and separate use and she was to have the
sole and separate use of the said Biddy and
her increase and the said Nancy Holeman
did her will and she died in the year
1817 and she was succeeded by her
children Elizabeth W. Nicks and
William Moore and she died on
the 9th of 1818 and she was succeeded
by her children Elizabeth W. Nicks and
William Moore and she died in Tennessee
in the year 1819 and she was succeeded
by her children Elizabeth W. Nicks and
William Moore and she died in Tennessee
in the year 1825 when he brought her to Alabama and sold
her to David Moore - David Moore held possession
until his death 23rd Sept 1845 and since then the
family of Biddy have been in the possession of the
heirs of said David Moore deceased -
There has never been an administration on the estate
of Elizabeth W. Nicks -
Can the negroes be recovered?
Opinion
1. The Alabama statute of Limitations of 1832 according
to the decision in the case of Caldwell vs Thorpe & Ala 258.

Names:

(slave), Biddy
Caldwell,
Holeman, Daniel

Holeman, Nancy
Moore, David
Moore, Elizabeth W.

Moore, William
Nicks, Elizabeth W.
Thorpe,

Types:

legal report

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allowed Elizabeth W. Nicks to avail herself of the
disability of construction to prevent the operation of
the statute of limitation when it arose before the
disability of infancy was removed.

If the construction of the statute of 1802 is correct the
administration of Elizabeth W. Nicks may now receive the
negoties - For she was an infant at the time of
David Moore's commission of the negoties - married before
she became of age and died childless. The
statute of 1843 could not bar her remedy for she
was then a married woman - so could the provision
of the Code operate against her right for at the
time of its passage she was dead without a
representation and there was no cause of action
subsisting.

2. Considering that the statute provided only
the disability existing at the time the cause of
action accrued. Moore's infancy continued
to 8th Dec, 1837. And if David Moore was
to state nine months before that time and
with his own signature was less than one
year and his title was not perfected.

3. Would his own signature have given him
title or only bound Moore's remedy?

If Moore Nicks had been a subject of the State
of Alabama the statute would have denied
her title when it barred her remedy - But
being a foreigner it required extra territorial

Names:

Moore, David

Nicks, Elizabeth W.

Types:

legal report

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jurisdiction to divest his title by mere
operation of law—
From an Englishman to buy negroes in Alabama
and take them to London the laws of his country
would not only take his control of the negroes
but divest his property and force the negroes
and men they to return to Alabama in case
at a given time—
From a citizen of Alabama to take his
to London the work that the English law could
do would be to take his country it could
divest his title and men in negroes to
return to Alabama and would not have
the same law of England in Alabama
it has divested his property
This doctrine is sustained in South Carolina
Alexander vs Barnett 5 Rich^d 189—
The contrary doctrine has been held in Alabama
Howell vs Hair 15 Ala 194. Newman vs Leavitt 2
Ala 181—
But on these precedents such divesting of the title
of property as will be upheld ought to be wrong?
Quere?
4. If the statute had even seemed to come in David
Horn's favor but had not perfected his title could
his legatee convert his possession to their own
to complete the same?
It was done in the case of Newman vs Leavitt at Ala 181.

Names:

Alexander,
Barnett,

Hair,
Howell,

Leavitt,
Moore, David

Newman,

Types:

legal report

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But the point was not contested in that case.
Each successive purchaser is a wrong done
against the legal owner and must stand upon
his own purchase —
The purchaser is liable to the owner for
his own purchase only — but he should not
be allowed to avail himself of his vendor's
purchase to give title and decline it when
it would subject him to damages —
Beadle vs Hunter & Emmett 3 Strobbart 331.
Mills vs Ragland 1 Swan 501.

Names:

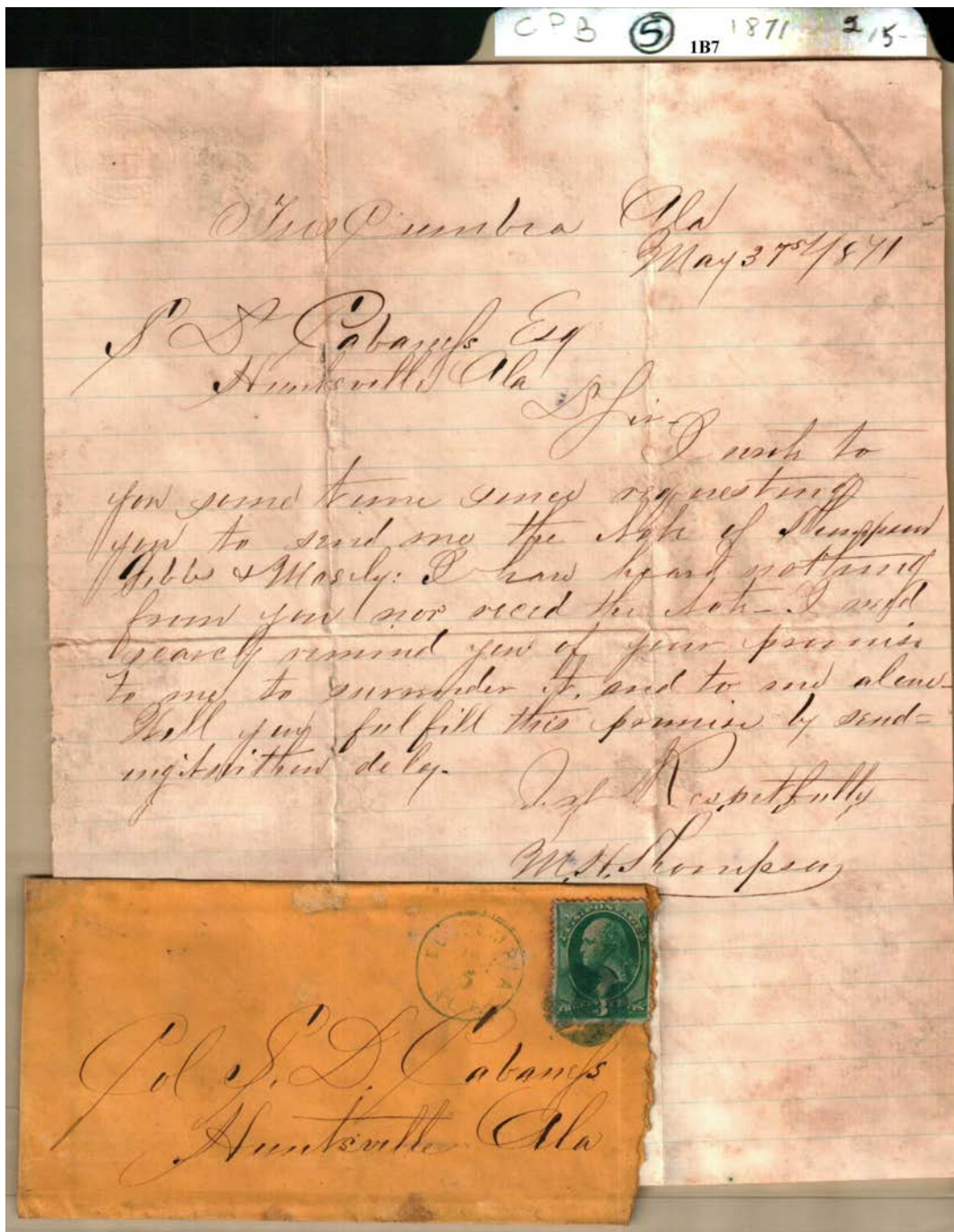
Beadle,
Emmett,

Hunter,
Mills,

Ragland,
Strobbart,

Types:

legal report



Names:

Cabaniss, S. D.
Gibbs,

Mosley,
Shepherd,

Thompson, M. H.

Places:

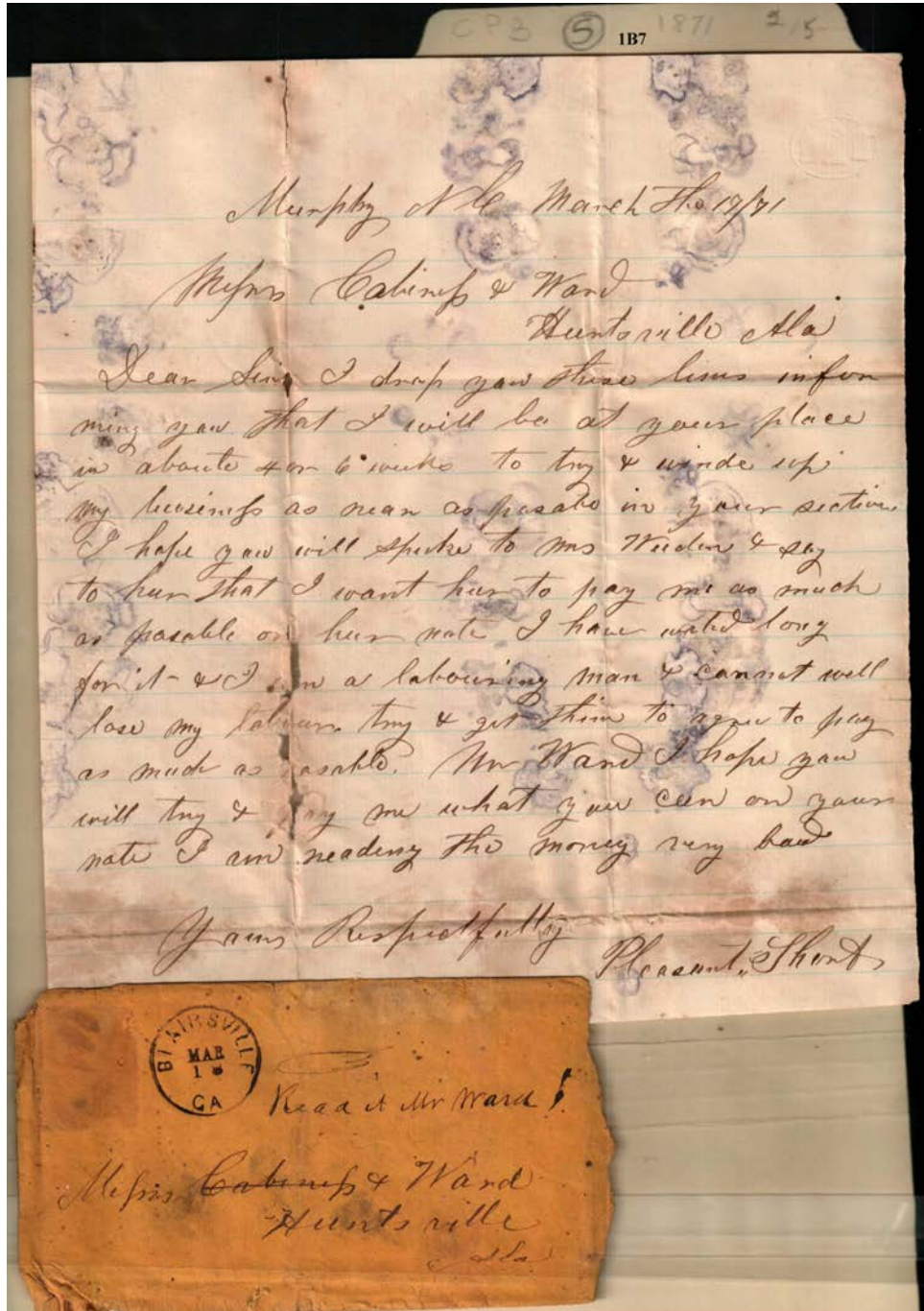
Tuscumbia, AL

Types:

letter

Dates:

May 31, 1871



Names:

Cabaniss,

Short, Pleasant

Ward,

Weeden, Mrs.

Places:

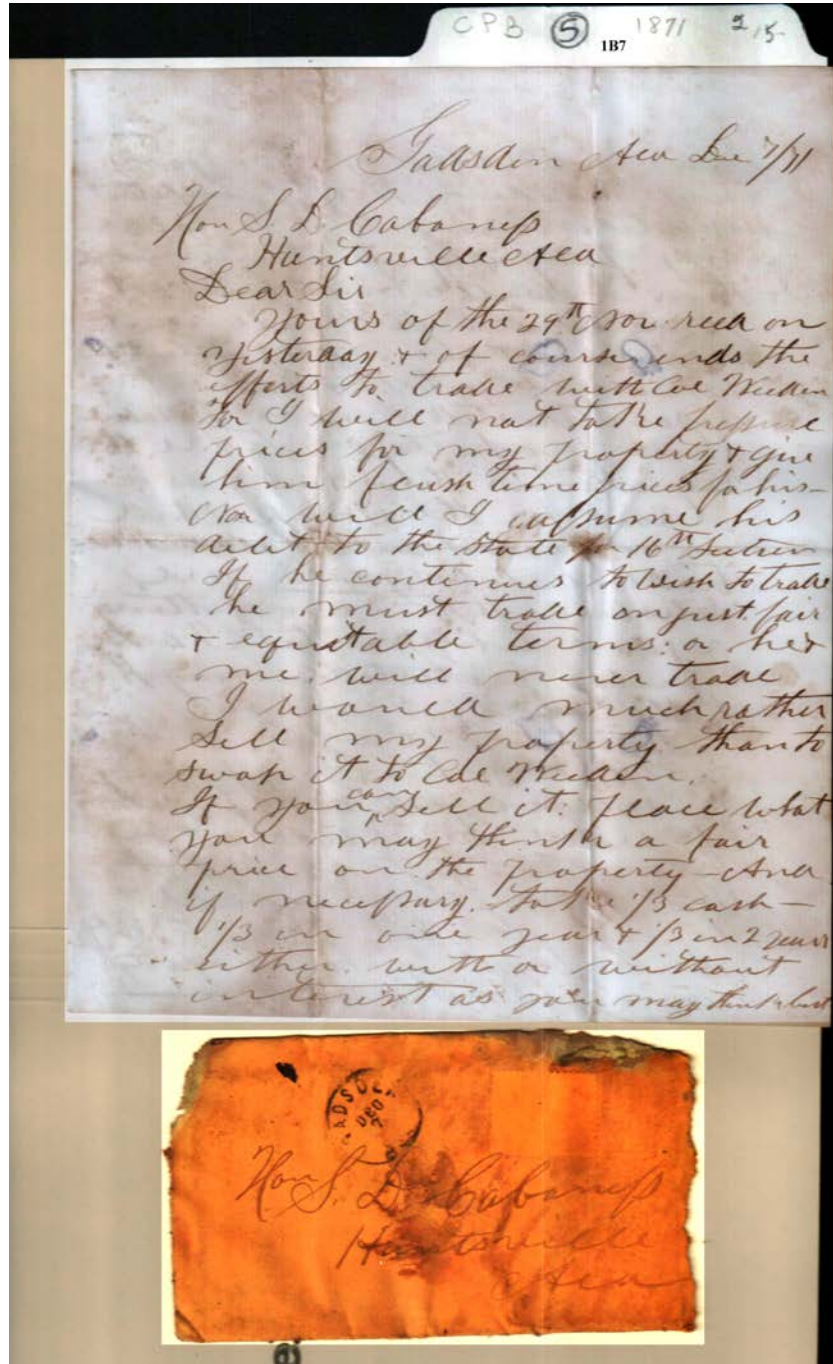
Murphy, NC

Types:

letter

Dates:

Mar 17, 1871



Names:

Cabaniss, S. D.

Weeden, Col.

Places:

Gadsden, AL

Types:

letter

Dates:

Dec 07, 1871

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I am willing for you
 + Cal Weeden, to get competent
 disinterested men to value
 my property in Huntsville
 & then I will meet him at
 Gunterville, or I will meet
 any agent he may select &
 we will get competent
 disinterested men to value
 his property & take the
 valuations thus made as a
 basis for the swap & in
 no case will I close the
 trade until you are
 satisfied, that I am getting
 a good title, or that I am
 fully protected in any the
 title I get from him.

My private opinion to you
 is that when my property
 is valued at cash price
 it will be valued at say
 from 5000^{ff} to 5500^{ff} &
 that his property will
 be valued at 4000^{ff} to 5000^{ff}
 as to buying his property
 & buying cash for it.

Names:

Weeden, Col.

Types:

letter

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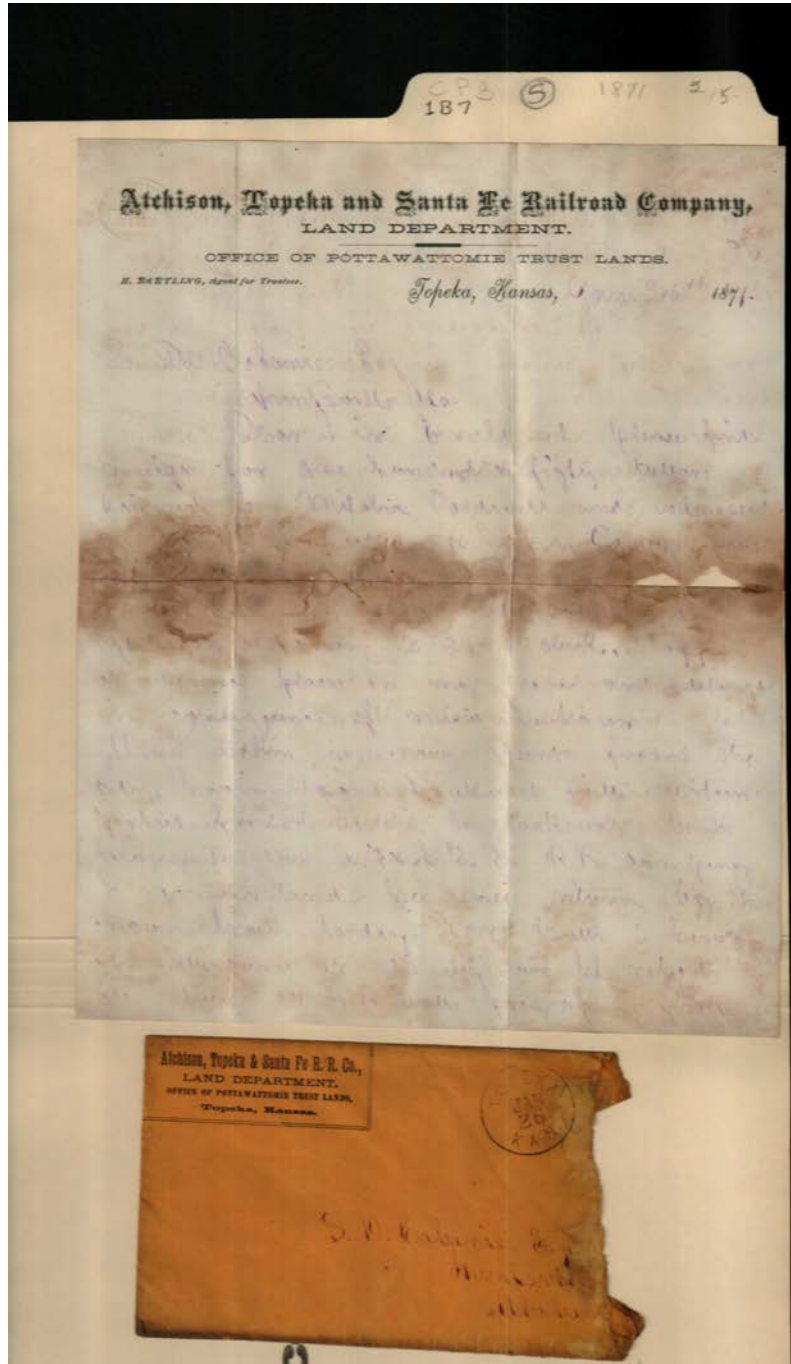
have no idea of ^{making} ~~any~~ such trade
My reasons for wishing
to sell my property are
that unless it was increas-
ing in value that I am
loosing the interest & have
to pay about 100th yearly
Charge me, in my
account, for your services
& send me account
at any time & will remit you
How did our ~~Boon~~
case go off or was it
tried?
Your friend
Sam Henry

Names:

Henry, Sam

Types:

letter



Names:

Atchinson,
Cabaniss, S. D.

Caldwell, Milaha
Dobbins, Charles

Lewis, Frank
Santa Fe,

Topeka,

Places:

Topeka, KS

Types:

letter

Dates:

Jan 06, 1871

CPB 5 1871 25
187

James M Kelly Complainant vs
George W Winfrey
Thomas A Cox } Respondants
John Ryan }
Alabama County of Marshall
the Chancery Court for
the 8th District Northern
Chancery Division
in the State of Ala-
bama in the State of

Interrogatories to be propounded to George
W Winfrey who resides in Redmon County in the
State of Georgia a Material Witness for the Respond-
ant in the above entitled cause the answers to
which when taken will be offered in evidence for said
Respondant on the final hearing of said cause

Interrogatory 1st Are you acquainted with the Parties to this suit?
How long have you known them? Where did
they reside?

Interrogatory 2nd State whether or not you were indebted to James
M Kelly Complainant in the above entitled cause
at any time during the year 1862? If you state
how you were indebted? And if by Promissory note
state the amount date and consideration thereof
respectively and when payable and whether or not
said notes have been paid off by you? If you have
the said notes paid when and to whom?

Interrogatory 3rd State whether or not you executed a mortgage or
 deed of trust to said Kelly to secure the payments
 of said notes? When did you execute said mortgage
 or deed of trust? If you state whether or not you
 did satisfy and discharge said mortgage or deed
 of trust? If you when and how? State anything

Names:

Cox, Thomas A.

Kelly, James M.

Ryan, John

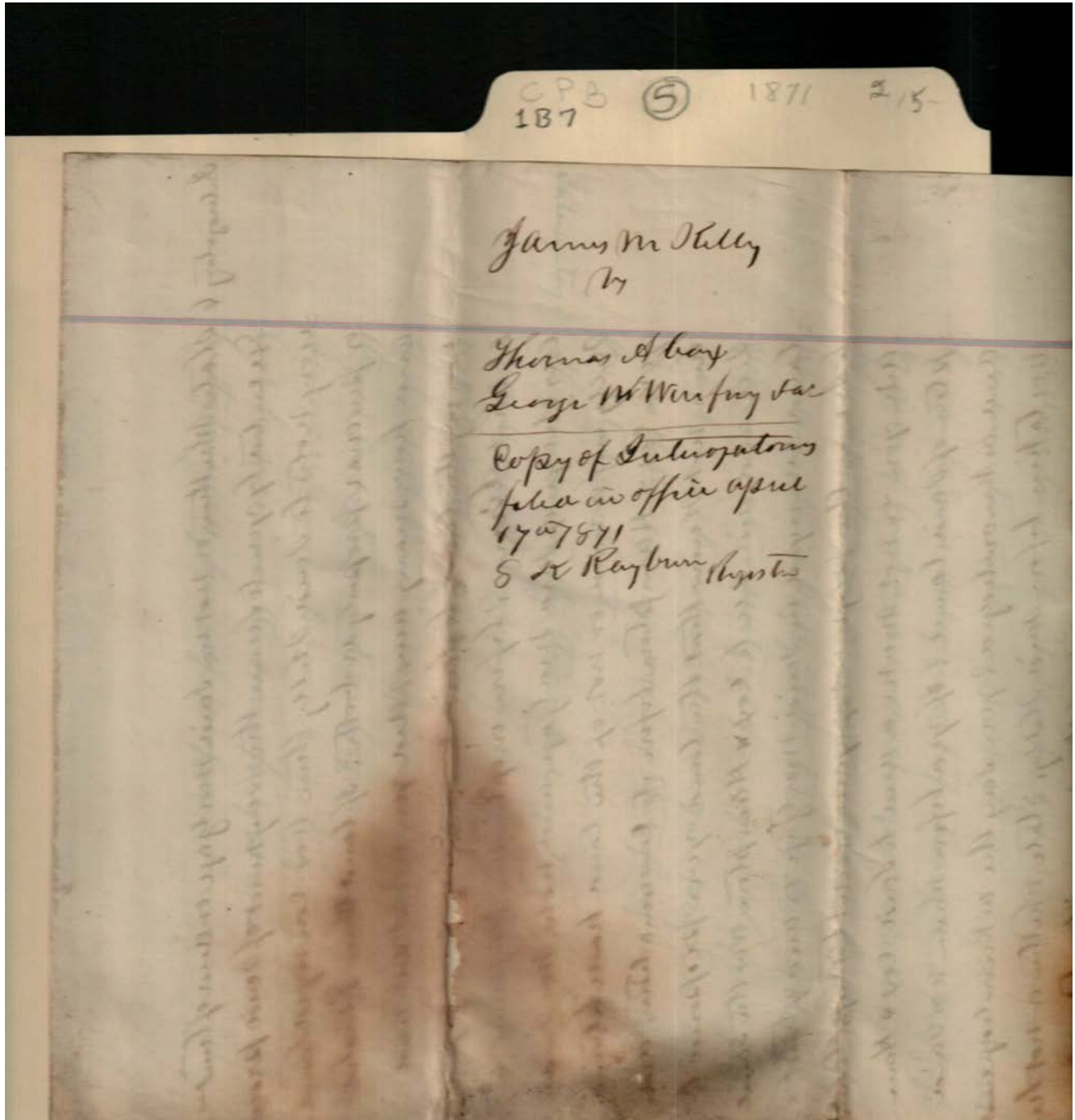
Winfrey, George W.

Places:

Northern District
Court, AL

Types:

deposition



Names:

Cox, Thomas A.

Kelly, James M.

Rayburn, S. K.

Winfrey, George W.

Types:

memo

Dates:

Apr 17, 1871

CP 5 1871 25
187

fully in relation to said mortgage or deed of trust and its discharge and satisfaction? State whether or not said notes secured by said mortgage or deed of trust were delivered up to you by said Kelly? State whether or not said said Kelly accepted you in full upon the discharge and satisfaction of said mortgage or deed of trust.

Subrogatory 4 State whether or not said Kelly authorized said payment made by you to him in discharge of said notes and in satisfaction of said mortgage or deed of trust voluntarily & freely? State fully all the circumstances connected with the payment made by you to said Kelly in satisfaction of said mortgage or deed of trust and in discharge of said notes. When was this payment made by you, how much was said Kelly at the time of the discharge of said notes & mortgage from you, why did you pay him, how much did you pay him in excess of the amount due? State fully every thing in relation thereto?

Subrogatory 5 If you answer the third Subrogatory that you paid said Kelly in Confederate currency, State whether or not said Kelly was induced to take your payment of said debt said Confederate currency by any threat or intimidation by you or any other person or persons to your knowledge or whether or not he received the same fully at a discount which he the said Kelly himself proposed?

Names:

Cox,

Kelly,

Types:

deposition

CPB 5 1871 2/15
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Interrogatory 6 State whether or not in said mortgage or deed of trust executed by you to secure the payment of said promissory notes to said Kelly there was conveyed land or personal property or both? If land then situated and how many acres? And you or not did and convey the same to said Cox & Hampton & you at what time? before or after the payment & discharge of said mortgage and notes, was said Kelly informed or not of the land made to you Cox & Hampton before its consummation? And be a not know that the land you propose to sell and did sell to Cox & Hampton was the same land conveyed in said mortgage or deed of trust to secure the payment of your indebtedness to him and you or not make a deed to said Cox & Hampton of said land? If you before when was said deed acknowledged? or say the acknowledgment was taken before said Kelly, state whether or not he was an acting Justice of the Peace at that time for Monroe County State of Alabama? And or did not said Kelly make any objection to the execution of said deed to said Cox & Hampton?

Interrogatory 7 State any thing else you may know that will be of benefit to the respondent in this suit

Myrtle & Boyce
Sols for the respondent

Names:

Boyce,
Cox,

Hampton,
Kelly,

Slate,
Wyeth,

Types:

deposition

CPB 5 1871 2/5
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Guntersville Ala
May 1st
1871

S. D. Cabaniss
atty at Law
Guntersville Ala

Dear Sir

Enclosed please find
copy of interrogatories filed by Respondents to G. W.
Winfrey in the case of Kelly vs Geo Winfrey
J. A. Boy & John Ryan the deposition of Winfrey
has been taken before but was rejected on account
of informality of substance of Commissioner
& the violation of the Statute which annuls the
deposition. I herewith enclose you the cross then
propounded to Winfrey which I think are not
as full as they should be, I had an interview with
Mr. Gilbreath former Judge of Probate & he informs
me that if Mr. Kelly the complainant paid to him
Gilbreath or such officer all the expenses of the case
in trust - given by George W. Winfrey to said Kelly
to secure the payment of the notes given for the said
land described in said trust deed; the question
should be asked Winfrey, if he or Kelly paid the
expenses the Winfrey was to have paid them.
It seems the object of Respondent is to show that
Kelly the complainant received a greater amount
in comparative money than the notes & the interest
thereon collect for, by way of compromise, but such
is not the truth of the case, comparative money
at the time Kelly took it at a discount on account
of a law being passed or about to be passed by Congress
requiring the old issue to be funded for new gold
Recollect all about that matter this I am informed
was the course of Winfrey agreeing to pay more

Names:

Cabiniss, S. D.
Cox, T. A.

Gilbreath, M.
Kelly, J. M.

Ryan, John
Winfrey, George W.

Places:

Guntersville, AL

Types:

letter

Dates:

May 01, 1871

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Kelly acknowledges the receipt of the money but
took it unwillingly by & through fear of being
mistaken by the Confederate soldiers that was
then passing through this county the expressed by
a citizen to take the sum of a hundred dollars
them to an act of disloyalty and a pretext for
them to rob and plunder Winfrey must be aware
of this fact

I herewith send you a copy of the deed of
trust, and a Receipt of Seabold,

J. A. Cox has moved a frame dwelling off of
the land embraced in the deed of Waples & Duncan
and John Higgins can testify to the value of
the building, Mr. Gilbreath can testify to
receiving of the key on the 4th of June for mending
the deed, have you made any enquiry of
persons touching their knowledge of the exact
reasons by the Confederate Commissioner of the
Post at Huntsville in regard to citizens taking
Confederate money. you state that you thought
Higgins perhaps would likely know

I trust if you can you would forward there
an envelope & write you about last week in
the case of A. J. Tidwell vs Morning Self for
the taking of the deposition of Serulela Serulela
Wife of A. J. Tidwell, she is anxious to return to
Missouri

Respectfully
your obedt Servant
S. K. Rayburn

Names:

Cox, T. A.
Duncan, Joseph E.
Gilbreath, Mr.

Godwell, H. J.
Godwill, Serulela
Higgins, John

Kelly,
Rayburn, S. K.
Seabold,

Tidwell, A. J.
Winfrey,

Types:

letter

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Know all men by these presents
that in consideration of the pay-
ment of three notes executed by
Adam Weiser in my favor
dated all date March 17 1871
& payable respectively ~~at~~ twelve
twenty four and thirty six
months from that date and
which are discussed in a cer-
tain Mortgage.

Names:

Weiser, Adam

Types:

legal correspondence

Dates:

Mar 17, 1871

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Gentles in U.S. March 31

J. D. C. at univ. Co. Gr.
Am. V. C. U.

Dear Sir,

In
reply to yours of the 28th ult.
I have to say that the deeds
as you prepared them were
delivered to Capt. Elliott who
wrote to Wm. M. W. and
got their signatures. I
came here and in the
presence of Elliott and
Judge C. C. signed and
acknowledged my deed. The
weather was so bad my wife
could not come and Capt.
Elliott never went to my
home until Dr. W. J.

Names:

Weeden, Col.

Types:

letter

CPB 5 1871 215
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Small returned and
informed me that you said
the deeds were not correct
and that you did not
wish them recorded until
you could again examine
or correct them and that
you would have them sent to you
at St. Louisville by the
first safe opportunity. I saw
Elliott and immediately
inquired him to not do
anything further until you
ordered or instructed him
what to do. I have up
to this time seen no
papers going to St. Louisville
by whom they could be
sent. I would have shown
them by Col. Weeden but
I suppose you will be

Names:

Elliott, Capt.

Weeden, Col.

Types:

letter

CPB 5 1871 2/5
187

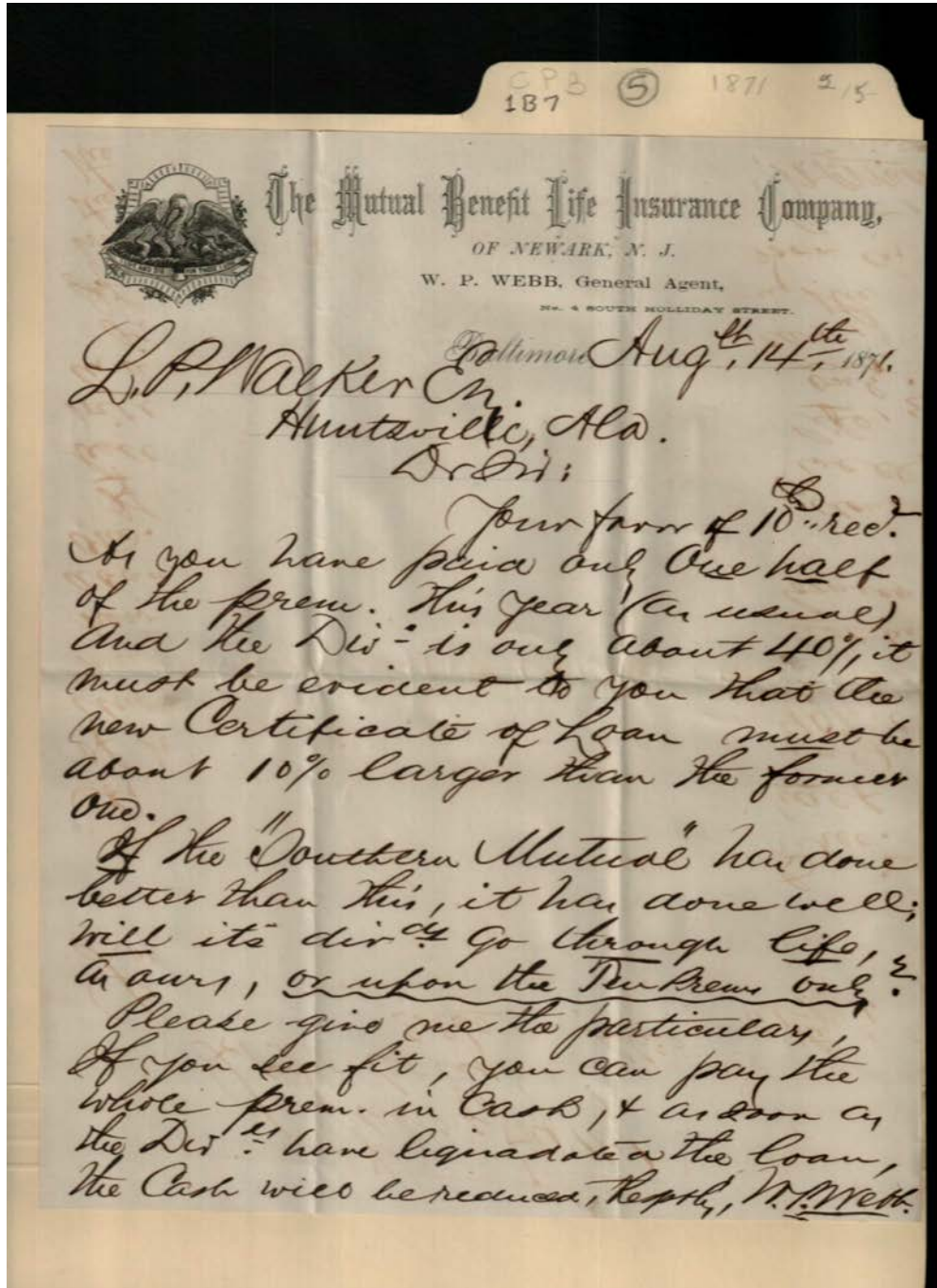
here at our Court before
they could be returned,
and consequently, I leave
them with Prof. Elliott,
I am compelled to
attend Court in Macon
on the same day our
Court commences, and
can not be here.
I wish you to prepare
the papers to your satisfaction
in regard to the Decree of
Sale given or the property
is considered insufficient
you can embrace one
issue or my term
or both. I will make
mine right and good
when returned by you. I am
A. C. Beard

Names:

Beard, A. C.

Types:

letter



Names:

Walker, L. P.

Webb, W. W.

Places:

Huntsville, AL

Types:

letter

Dates:

Aug 14, 1871

CPB 5 1871 2/15
187

New Market - Alab March 16th 71

S. D. Cabaniss Esq

Dear Sir

Yours of - last
received. as it regards the debt of
one you - I will say this I have
done the best I care to raise the
money now, but the best I care
do is to get it in 90 days, at
that time you shall have it -
now I ask it as a personal
favours not to bring suit - I have
done all & the best I could to raise
it now, but no one has it to loan,
at this time stated above, I can get
it -

Yours Respectfully
A. D. Lansdere

Names:

Cabaniss, S. D.

Lansdere, A. D.

Places:

New Market, AL

Types:

letter

Dates:

Mar 16, 1871

CPB 5 1871 25
187

This Indenture made this 30th day
of January A.D. 1871 between Robert
C. Brickell of the first part and Septimus
J. Cabaniss of the second part both of the
City of Huntsville County Jefferson and
State of Alabama Witnesses
Whereas the said Cabaniss at some time
prior to the year 1860 became the purchaser
at public Auction at the price of Three
hundred dollars (which was paid
by him) of a certain lot of ground
with a brick Storehouse thereon situated in the
Town of New Market in the County & State
above said. Whereas on the lot purchased
by the late firm of Brickell & Cabaniss
of Decherd & Allen, the legal title of
which was conveyed to said firm of
Brickell & Cabaniss by Joseph Rice & wife
by their deed dated August 13th 1853 & recorded
in deed book book 27 at page 239 &
Whose indenture as before recd at the
Corner of Whitman & east Smith's lot
on the section line in the middle of the
Manchester road, thence South with
said section line forty three feet to a
Stake thence East at right angles with
said section line 140 feet thence North
parallel with said section line

Names:

Allen,
Brickell, Robert C.

Cabaniss, Septimus
D.

Laxon,
Rice, Joseph

Smith,
Whitman,

Places:

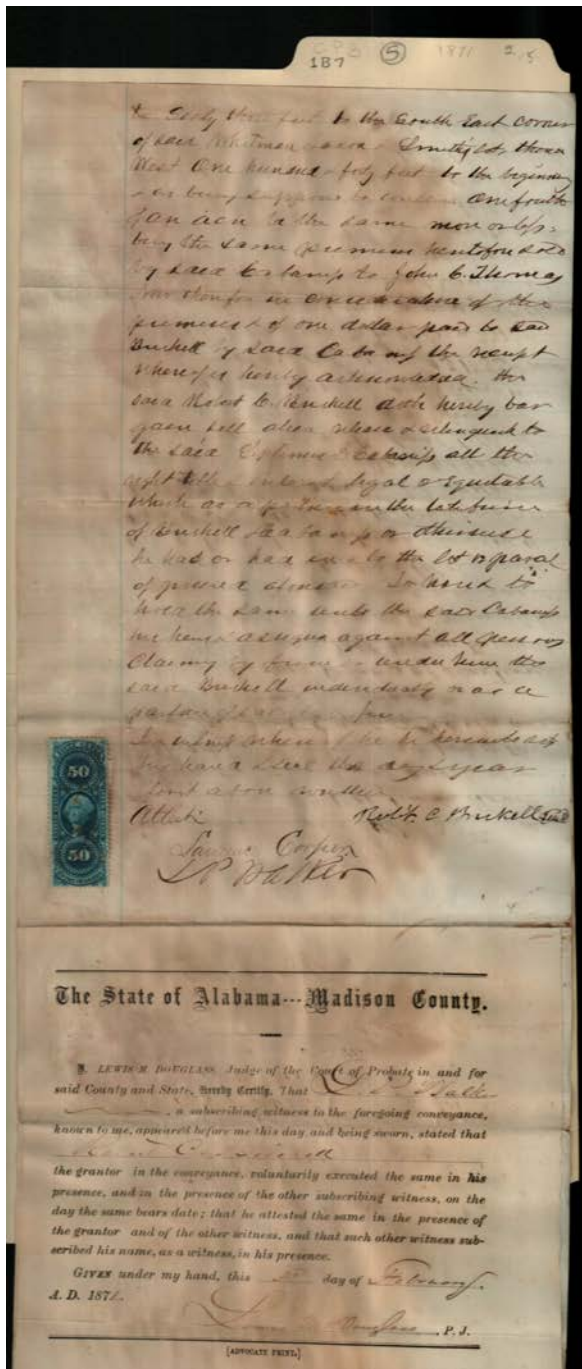
Huntsville, AL

Types:

deed

Dates:

Jan 30, 1871



Names:

Brickell, Robert C.

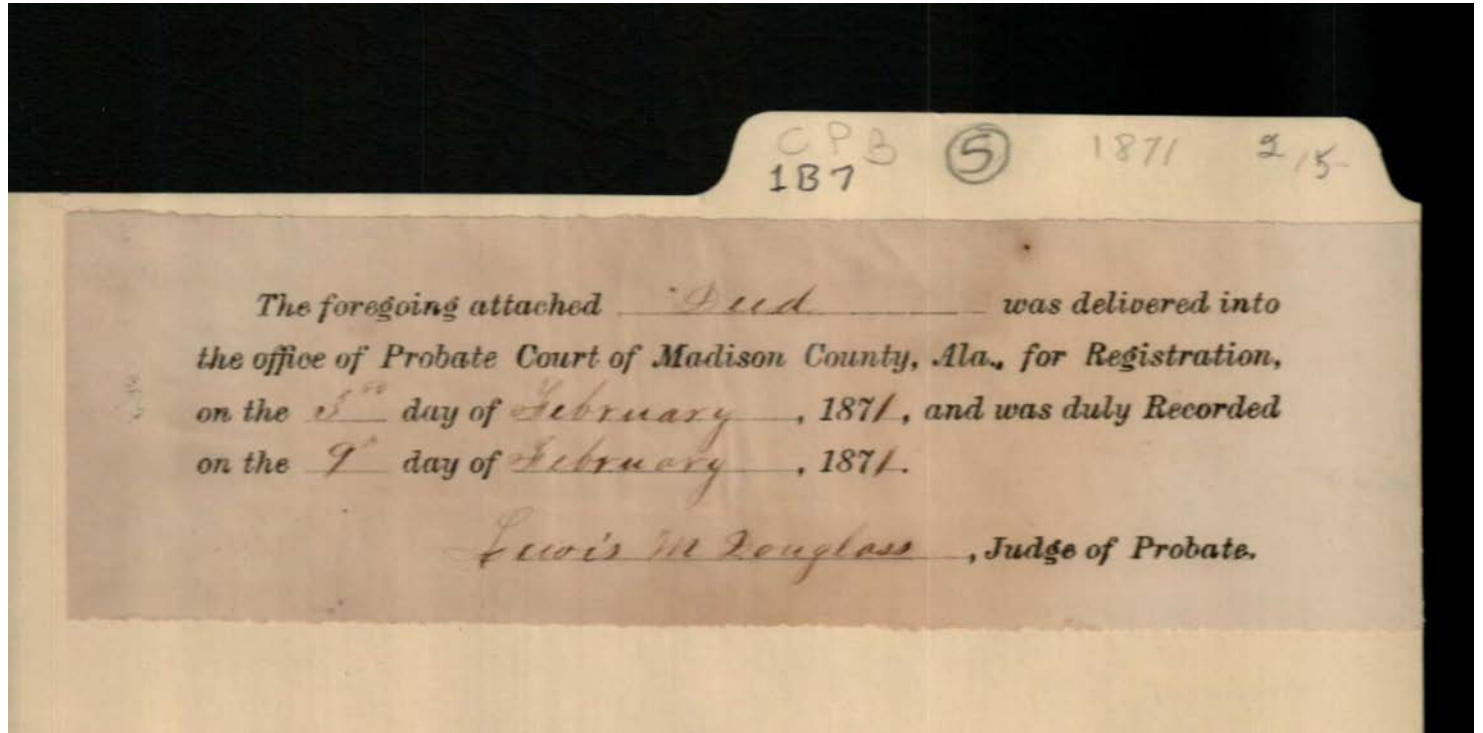
Cabiniss, Septimus
D.

Cooper, Lawrence
Douglass, Lewis M.

Thomas, John C.
Walker, L. P.

Types:

deed



Names:

Douglass, Lewis M.

Places:

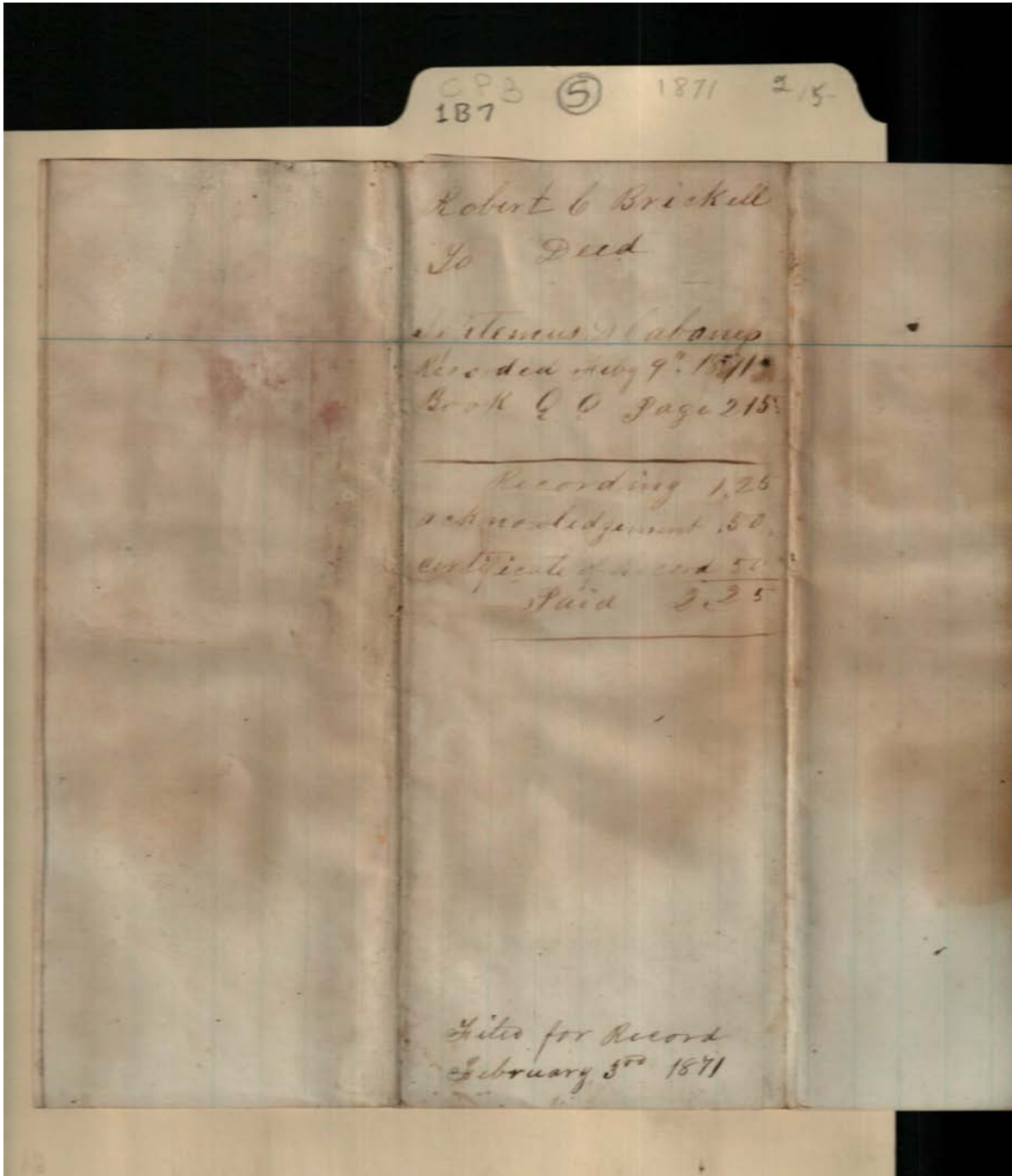
Madison County, AL

Types:

receipt

Dates:

Feb 09, 1891



Names:

Brickell, Robert C.

Cabaniss, Septimus

D.

Types:

deed

Dates:

Feb 09, 1891

CPB 5 1871 215
187

Huntsville April 11. 1871

Hon. P. M. Dox
Washington

Dear Sir -

I have your two letters of recent date. There is one box of books for you at the post office, about three feet in length and 12 or 18 inches in width and depth, which Rugg promises to take care of until it shall be called for by you or me - Supposing that others will follow I prefer to wait until all are received -

I thank you for your suggestions in relation to political organization. I was hoping that ~~these~~ ~~these~~ you could obtain from some Member of Congress and send me a well digested system of rules ~~for~~ ~~governing~~ ~~for~~ regulating for obtaining a full and fair expression of the preference of the voters of each district in the selection of party candidates so as to prevent the sneaking of the organization from being aided by unscrupulous trading men and to secure harmony in the support of the nominee - I apprehend that there will be an objection upon the part of candidates from the Eastern part of the County & Northern parts of the County to basing representation in the nominating convention upon population

Names:

Dox, Peter M., Hon.

Rugg,

Places:

Huntsville, AL

Types:

letter

Dates:

Apr 11, 1871

CPB 5 1871 2/5
187

New Market and Mayville will be unwilling to con-
cede as much ~~many~~ ^{an} equal number of votes to
Diana and Madison Station - nor ~~few~~ ^{seven} terms as
many votes to Huntsville as to Vienna District

I am aware that the plan suggested by you is
adopted in the National Conventions for nomi-
nating Candidates for President and V.P. but
is the same rule adopted in County Conventions
& State Con of the Northern States -

You do not reply to my inquiry as to
the propriety of ^{prohibiting} granting a pledge from all
persons participating in these Conventions
that they will not vote against the nominees
of the Convention, thereby conceding the right
of the voter to abstain from casting his
vote from if by trusting an ~~un~~ bad
man receive the nomination - Whist
that accords best with my own feelings, I
am doubtful ^{not without} of apprehending that an efficient
party organization cannot be kept up under
such a rule - And yet I sometimes think
that it is essential to the I think it manifest that
we need some check to make the ~~rest~~ that class
of men who are generally not adim in the
management of party Conventions to be
made sensible that there is danger in trusting
unprincipled or incompetent men upon the
Convention as party candidates for County &
State officers - ~~The rule will not be~~

Types:
letter

CPB 5 1871 215
187

applies when delegates are selected to nominate
certain Presidential electors for that is a more
formal matter - We need some system
which will draw among the people out - which
will make them realize the fact a melancholy
one that ^{is an} ~~under~~ our system of government
the real election the election nomination of
a candidate by the dominant party is the
real election & not that provided by law -
There should be some plan adopted also
that will prevent or favor or render it difficult
if not impracticable for a few bold spec-
ulative men from controlling the nominations
by strategy - and in this connection I think
let me inquire if in the district somewhere
or Township ^{Germany} ~~Germany~~ held in the northern
states the voters are required to register their
names or can any republican who is
scrupulous go in & take a part in their
proceedings - some of our party are fast
drifting to the policy of seeing the negro for
seeing nominations without expecting to
get their votes at the polls - We need
some plan to guard against this - Without some
prohibition against this the Democratic party
will be soon destroyed -

Types:
letter

698 5 1871 25
187

United States of America } In the District
Northern District of Alabama } Court of the United
} States for said District

sitting in bankruptcy—
In the matter of the estate in Bankruptcy
of William A Austin bankrupt—

The answer
of John Snodgrass of Jackson County
Alabama to the petition of Joseph C Bradley Jr
as assignee of the estate in bankruptcy
of William A Austin bankrupt, praying
that a certain debt proved against
the estate of said bankrupt by this Respo-
-ndent by deposition dated 30th November
1868 therein described, and evidenced by
promissory note for Seven hundred and
eighty five \$50/100 Dollars, and due at
one day and signed Austin & Hurt, be
stricken from the files of claims against
said bankrupt, & that payment thereof
be refused and postponed until all the
debts which had then, or should thereafter
be filed against the individual estate
of said bankrupt should be fully paid
and discharged, & shows that the
Honorable Court, that the note described
in said petition was made and delivered
to this petitioner by said bankrupt, on

Austin bankruptcy

Names:

Austin, William A.

Bradley, Joseph C., Jr.

Hurt,

Snodgrass, John

Places:

Northern District
Court, AL

Types:

bankruptcy

187 ⑤ 1871 25

The day of its date viz July 1st 1867 or about that time that the consideration of said note was as follows - to wit This Respondent held a note executed by said William A Austin in the year 1850 in the name of Austin & Hurt dated March 29th 1850 and payable on the 1st day of Jan'y 1851 to this Respondent, and in discharge of which the aforesaid note for \$784 ⁵⁰/₁₀₀ dated July 1st 1867 was executed by said Austin in the name and by the description of Austin & Hurt. And this Respondent says that it is true that said William A Austin and William F Hurt were partners as merchants and did business as such ~~at~~ at Bellefontaine in Jackson County Alabama about twenty or twenty five years ago, but he says that he has been informed and believing it to be true that said firm has been dissolved fifteen years previous to the 1st of July 1867 viz the date of the execution of said note for \$784 ⁵⁰/₁₀₀, and being so dissolved the said William A Austin had no authority to sign the name of Austin & Hurt, but that ^{it is} the individual debt of said Austin and consequently a charge against his individual estate in the hands of said Bradley Assignee &c as he has been informed and believing -

John ^{his} Snodgrass
Mark

Subscribed & sworn to before me this 26th Day
of May 1871
Geo W. Graham
United States Commissioner

Names:

Austin, William A.

Hurt, William F.

Snodgrass, John

Types:

bankruptcy

CPB 5 1871 2/5
187

Huntsville March 3^d 1871 -

After Satisfying any Balance
that may be due any legatee on distri-
bution of Estate I am to transfer
any balce that may be due me as
admin^r of Robert Pleasants that
is what ever balce may be due ^{to me} ~~to~~ such
admin^r I will transfer to him

I J Pleasants admin^r
of the non of I J Pleasants

+ also transfer the whole of the
Huntsville property - on demand
of I J Pleasants

Names:

Padin, I. J.

Pleasants, J. J.

Pleasants, Robert

Places:

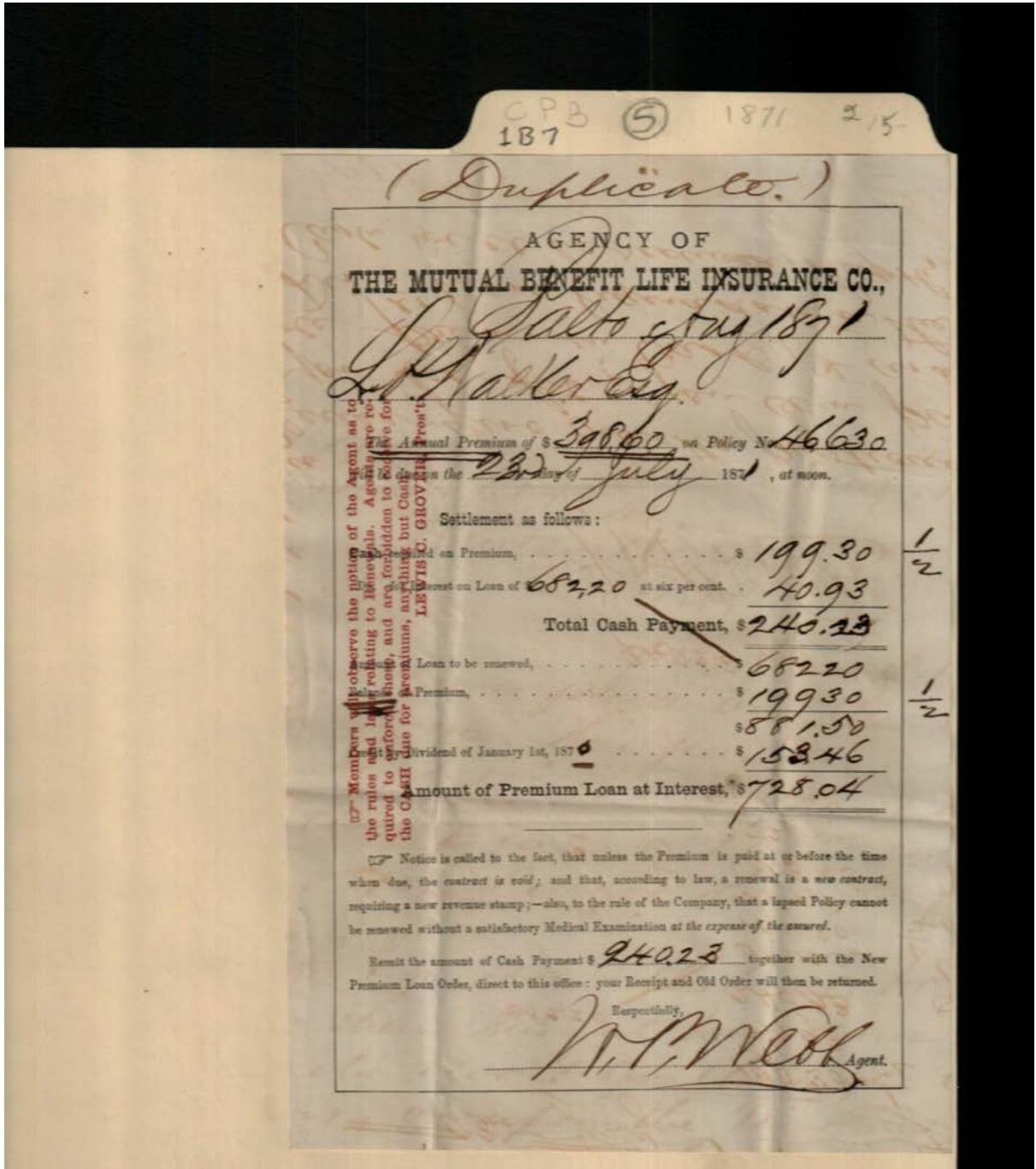
Huntsville, AL

Types:

legal correspondence

Dates:

Mar 03, 1871



Names:

Walker, L. P.

Webb, W. W.

Places:

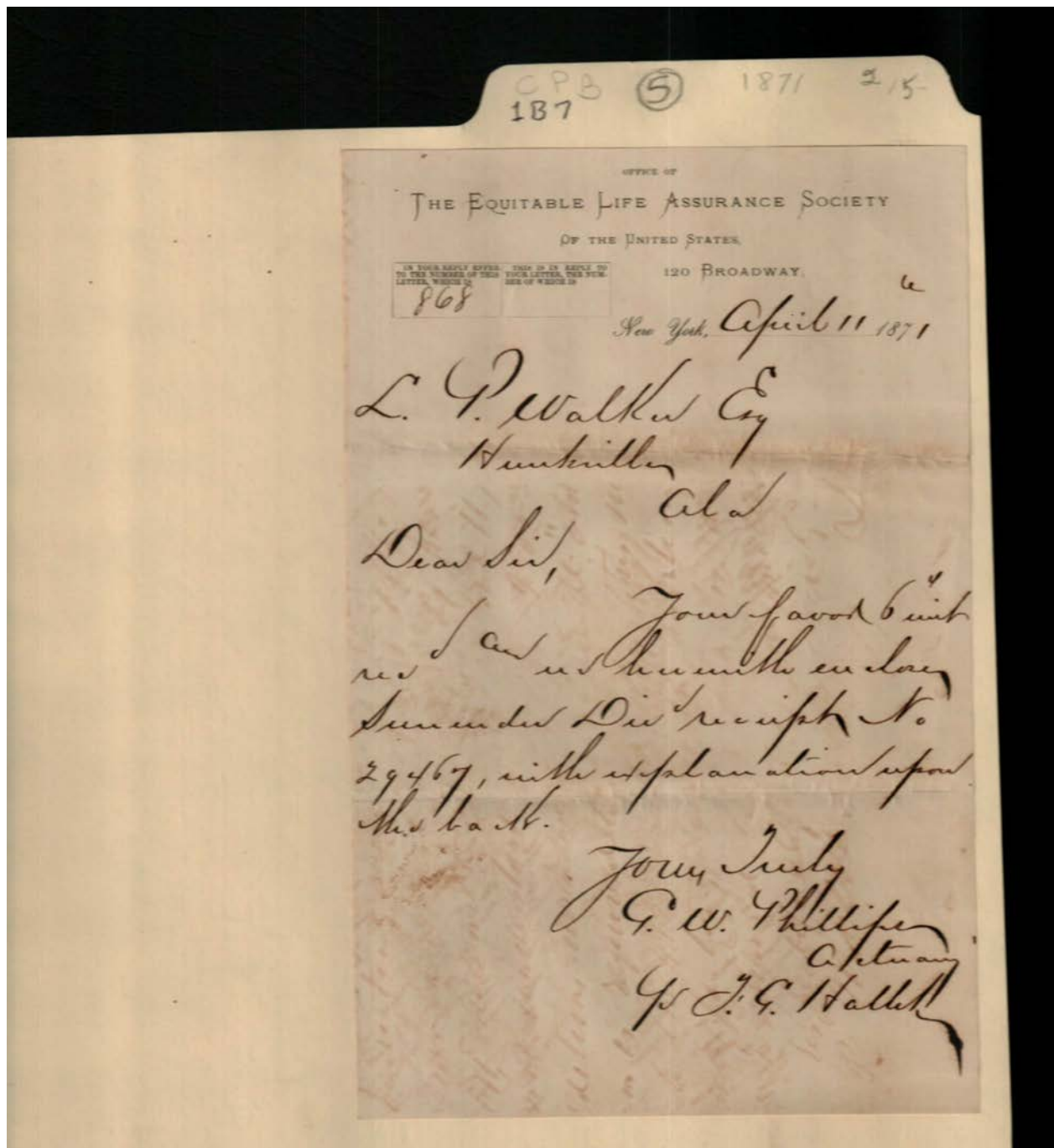
Baltimore, MD

Types:

receipt

Dates:

Aug 1871



Names:

Hallett, J. G.

Phillips, G. W.

Walker, L. P.

Places:

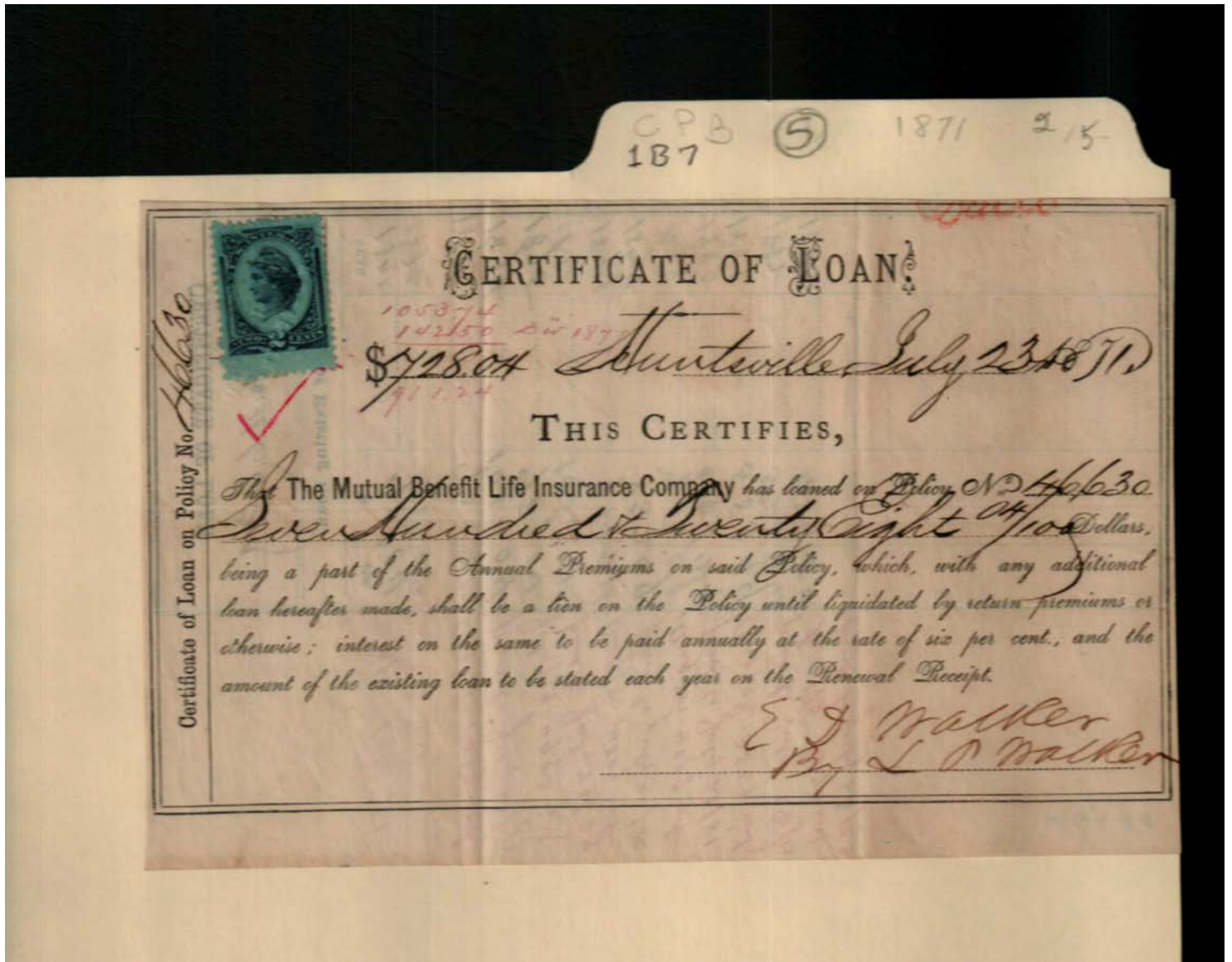
New York, NY

Types:

letter

Dates:

Apr 11, 1871



Names:

Walker, E. D.

Walker, L. P.

Places:

Huntsville, AL

Types:

receipt

Dates:

Jul 23, 1871

CPB 5 1871 2/5
187

CERTIFICATE OF LOAN

On Policy No. 4663A

Amount of Existing Loan.

YEAR	\$	cts	
1871	728	04	Aug 71 - 13 ²² int
1872	827	69	paid to July 23/77
1873	923	34	Aug 78 - 5467 int
1874	1011	04	paid to July 23/78
1875	987	14	July 79 - 49.93 int
1876	1053	70	paid to July 23/79
1877	911	24	Aug 80 - 457 int
1878	832	09	paid to July 23/80
1879	751	09	Aug 81 - 4009 int
1880	665	24	paid to July 23/81
1881	583	49	Aug 82 - 35.01 int
1882	527	94	paid to July 23/82
1883	489	54	Aug 83 - 13174 int paid to July 23/83

4663A
08997

Types:

memo

CPB (5) 1871 215
187

Stevenson January 11 1871
 Mr S. D. Cabaniss I received your note
 a few days ago you informed me the note I give
 you was due I will expect the money to you
 in this note please remit my note to me
 at Jackson I learn from your note our
 compromise was ratified in June
 Yours Respectfully yours
 John Bryant

222
~~2~~
 220

250
~~8~~
 242
 2000
 166

Names:

Bryant, John

Cabiness, S. D.

Places:

Stevenson, AL

Types:

memo

Dates:

Jan 11, 1871

CPB 5 1871 2/5
187

517

STATE OF ALABAMA,
COUNTY OF MADISON.

Received of Elon G. Smith *for ward agt* the sum of
nineteen Dollars and — Cents, being in
full of the amount of Taxes due the State of Alabama and County of Madison on
Personal Property, and the following described Real Estate, for the year 1871:

REAL ESTATE				PERSONAL PROP		TOTAL VALUE	STATE TAX	COUNTY TAX	TOTAL TAX
SEC. DIVISION	SEC.	TOWNSHIP RANGE	VALUE	VALUE					
			\$	\$		\$	\$	\$	\$ 19 00
POLL TAX									\$
SPECIAL TAX									
AGGREGATE									19 00

James F. Morrow, Tax Collector.
By JMB

Names:

Morrow, James F.

Smith, Elon G.

Places:

Madison County, AL

Types:

receipt



Names:

Walker, LeRoy P.

Places:

New York, NY

Types:

receipt

Dates:

Jan-Nov 1871

CPB 5 1871 215
187

<p>Premium, \$ <u>598.60</u></p> <p>Cash, on Premium, - - - <u>23 199.30</u></p> <p>Int. on Loan of \$ <u>682.100</u> <u>40.92</u></p> <p>Cash Payment, - - - <u>\$ 240.23</u></p> <p>Div'd of 1870 paid, - - - <u>\$ 153.46</u></p> <p>Increase of Loan, - - - <u>45.84</u></p> <p>Premium Loan at Interest, - <u>728.04</u></p>	<p style="text-align: center;">THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, 752 Broad St., Newark, N. J., <u>July 23^d 1871</u></p> <p>Policy No. <u>46630</u> on the life of <u>Henry Walker</u> is hereby continued in force for <u>the year</u> from date, settlement of the premium having been made as per margin.</p> <p style="text-align: right;"><u>Henry Walker</u> Treasurer. <u>[Signature]</u> Agent.</p> <p style="text-align: center; color: red; font-size: small;">Not valid, unless countersigned BY THE AGENT.</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.

[Post Office Address.] Huntsville, Ala. [Date of Policy.] July 23^d 1871

AGENT AT Alto,

ON DEMAND, please pay to the order of the Treasurer, Eighty Two Dollars, with interest at six per cent. from date, and charge the same to account of POLICY No. 46630

To The Mutual Benefit Life Insurance Co.
Newark, New Jersey.

[Signature]
Name of Policy Holder or Attorney.

POLICY No. 46630

Names:

Walker, E. D.

Places:

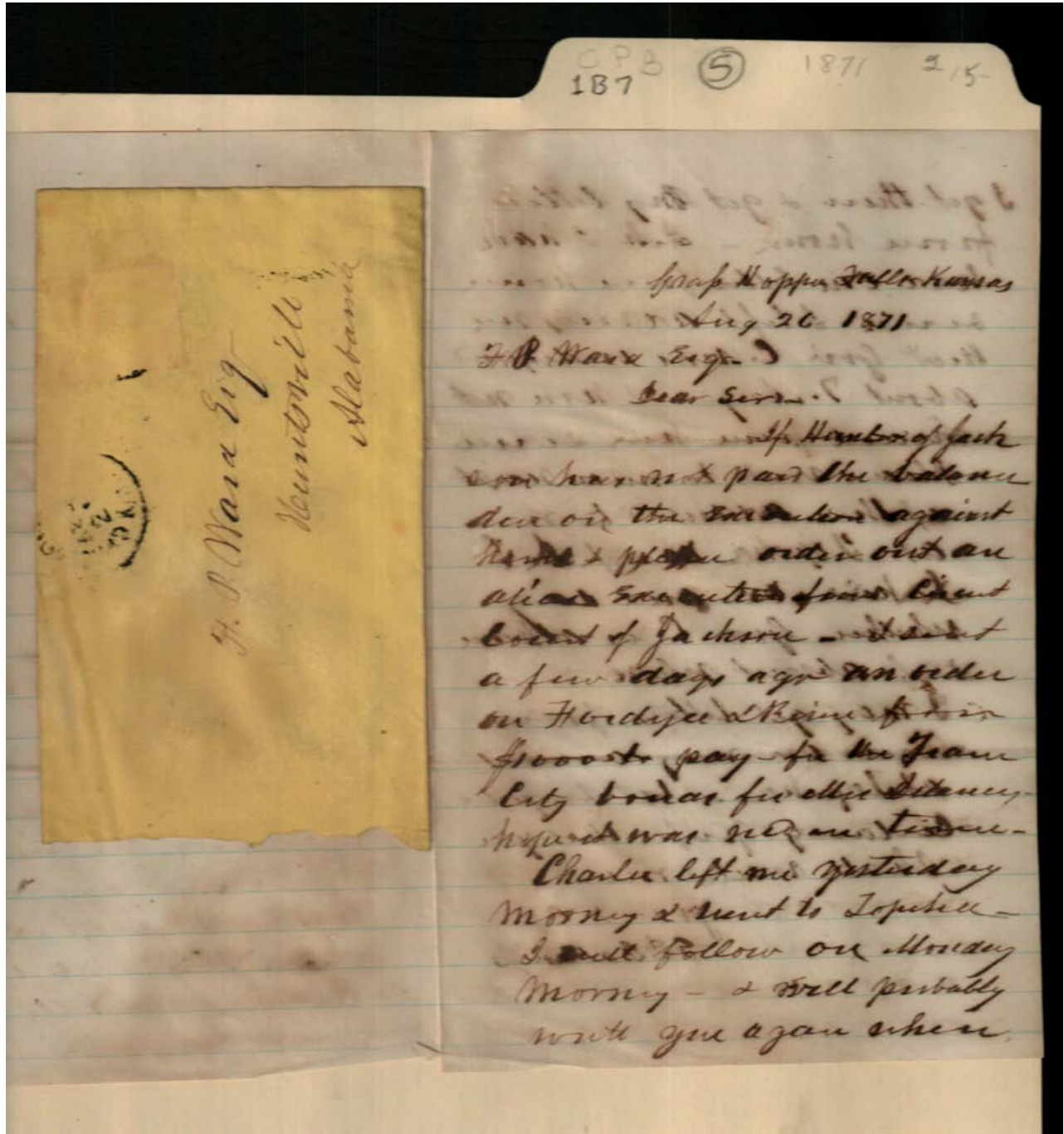
Huntsville, AL

Types:

check

Dates:

Jul 23, 1871



Names:

, Charlie
Bain,

Beirne,
Hamber,

Ward, F. P.

Places:

Grasshopper, KS

Types:

letter

Dates:

Aug 26, 1871

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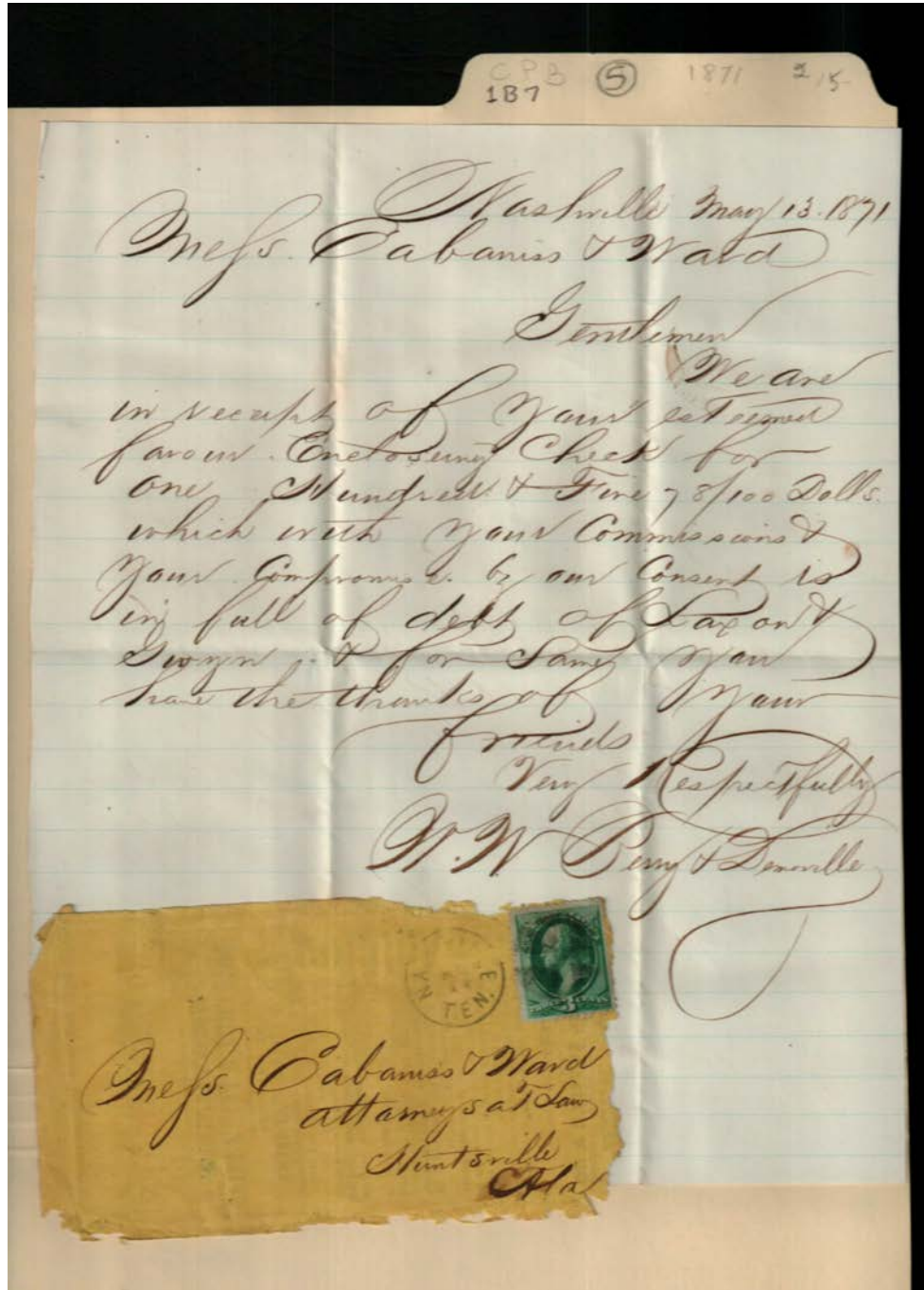
I got them & got my letters
from home - I have
read one letter from home
sent by shift advising me
that you C. are undressed
about 7. Aug. and you not
succeeded from here since
I have wrote to you on receipt
of the ~~advised~~ to you
at Topoka ~~and~~
I have ~~not~~ ~~not~~
whether you C. is ~~absent~~
I may get letters from
you on your arrival
at Topoka ~~and~~ ~~and~~
I shall write ~~you~~
I shall write ~~you~~
S. D. Cabaniss

Names:

Cabiniss, S. D.

Types:

letter



Names:

Berry, W. W.
Cabiniss,

Demoville,
Gwyn,

Laxon,
Ward,

Places:

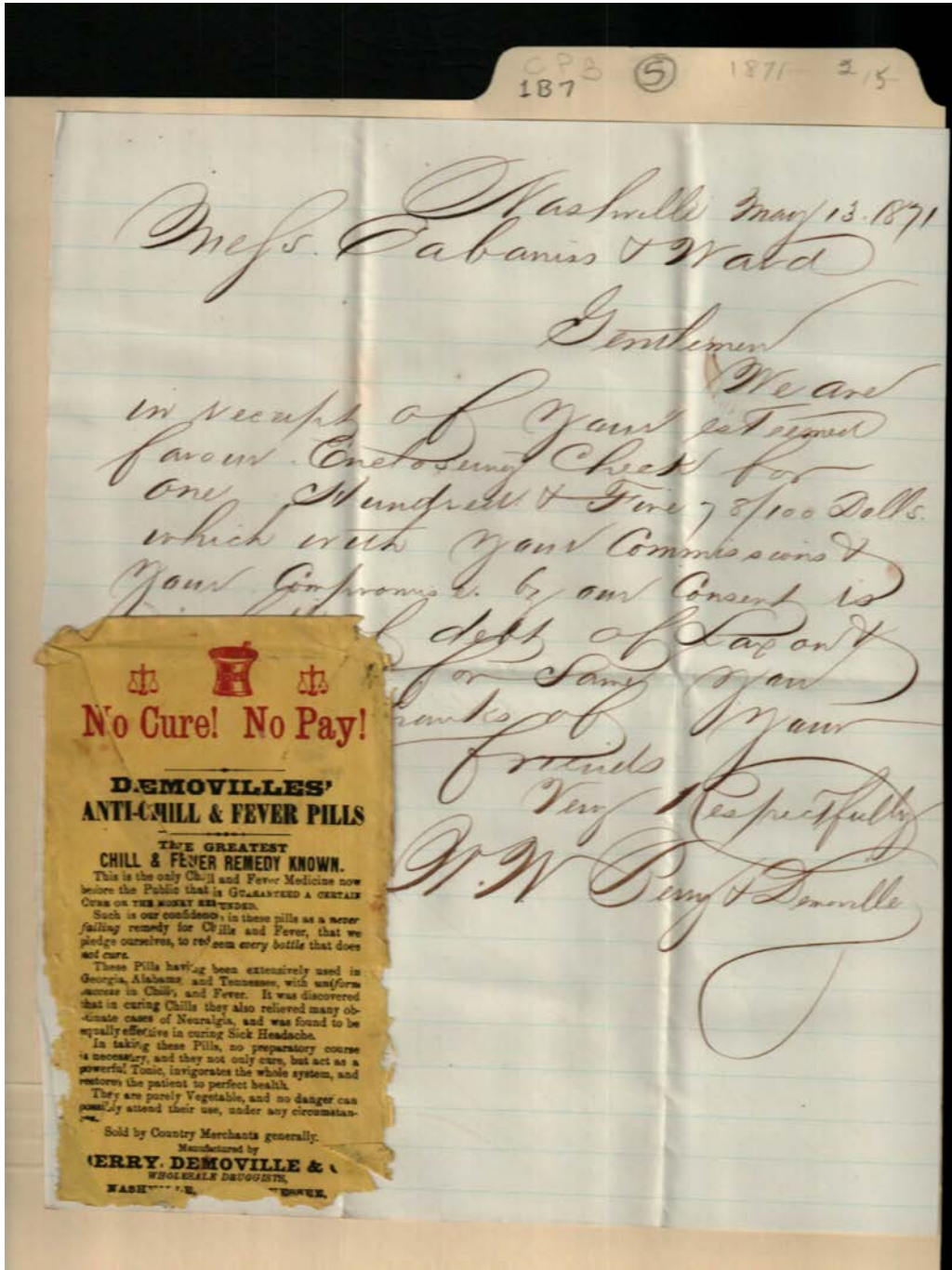
Nashville, TN

Types:

letter

Dates:

May 13, 1871



Names:

Berry, W. W.
Cabaniss,

Demoville,
Laxon,

Ward,

Places:

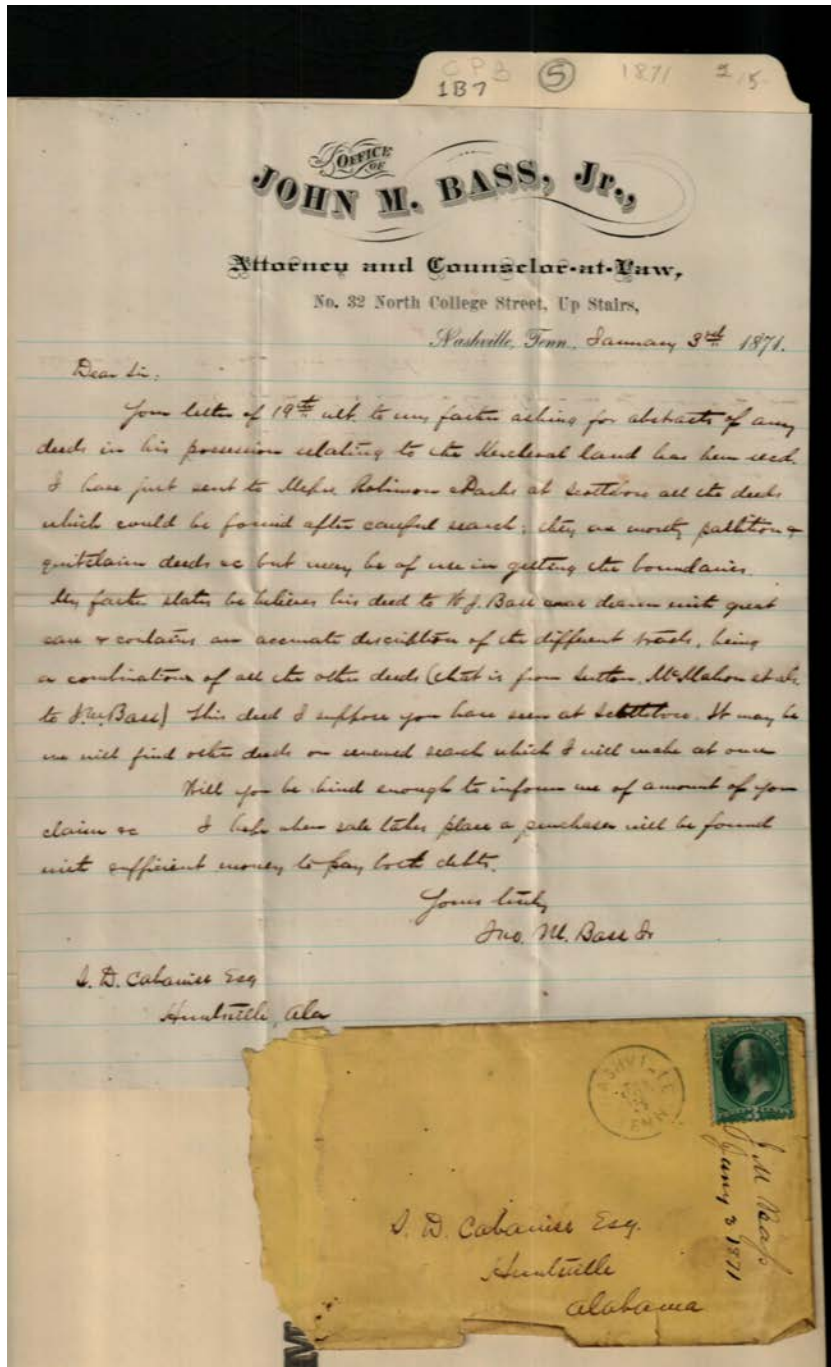
Nashville, TN

Types:

letter

Dates:

May 13, 1871



Names:

Ball, W. J.
Bass, John M., Jr.

Cabiness, S. D.
McMahon,

Parks,
Robinson,

Sutton,

Places:

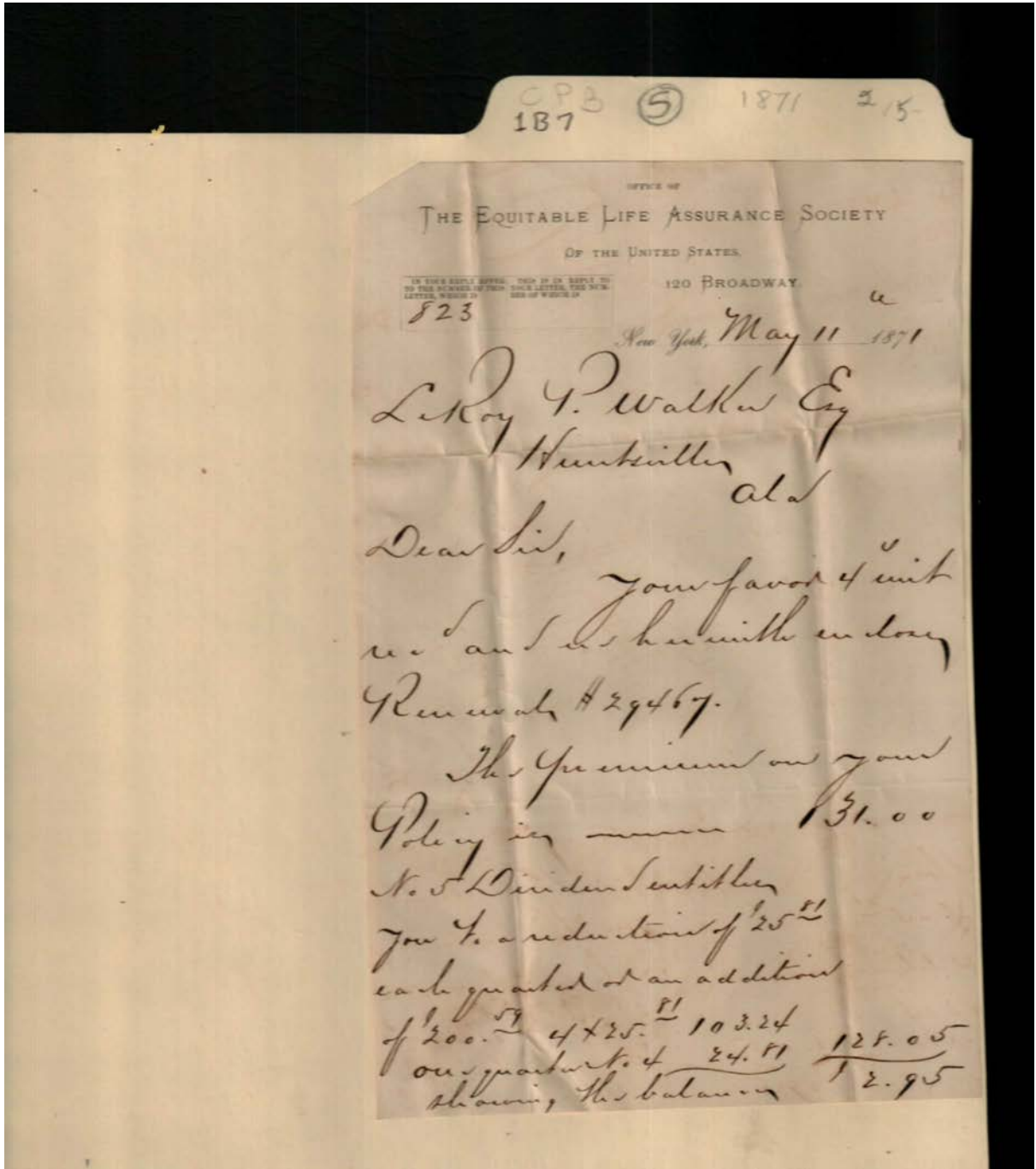
Nashville, TN

Types:

letter

Dates:

Jan 03, 1871



Names:

Walker, LeRoy P.

Places:

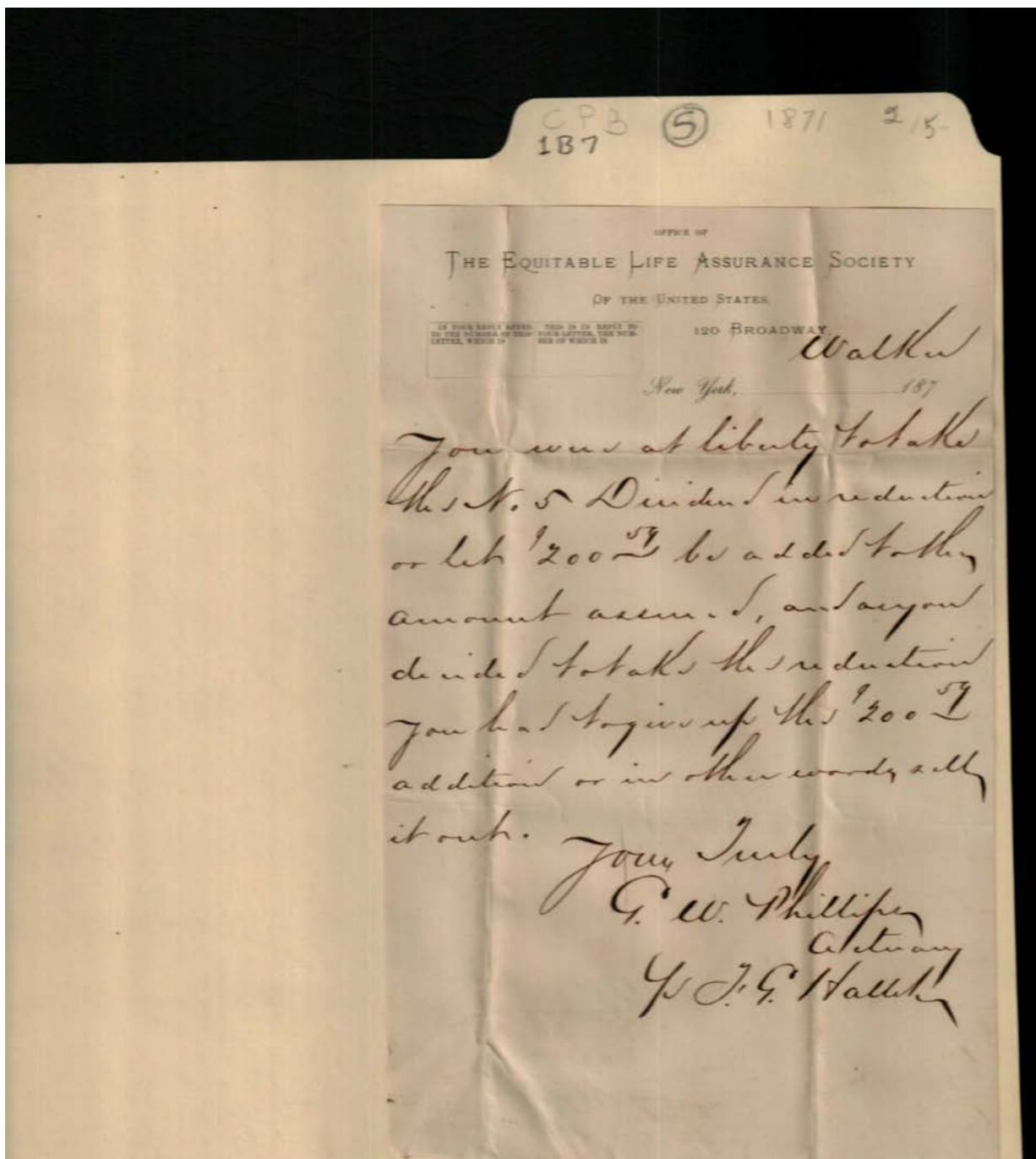
New York, NY

Types:

letter

Dates:

May 11, 1871



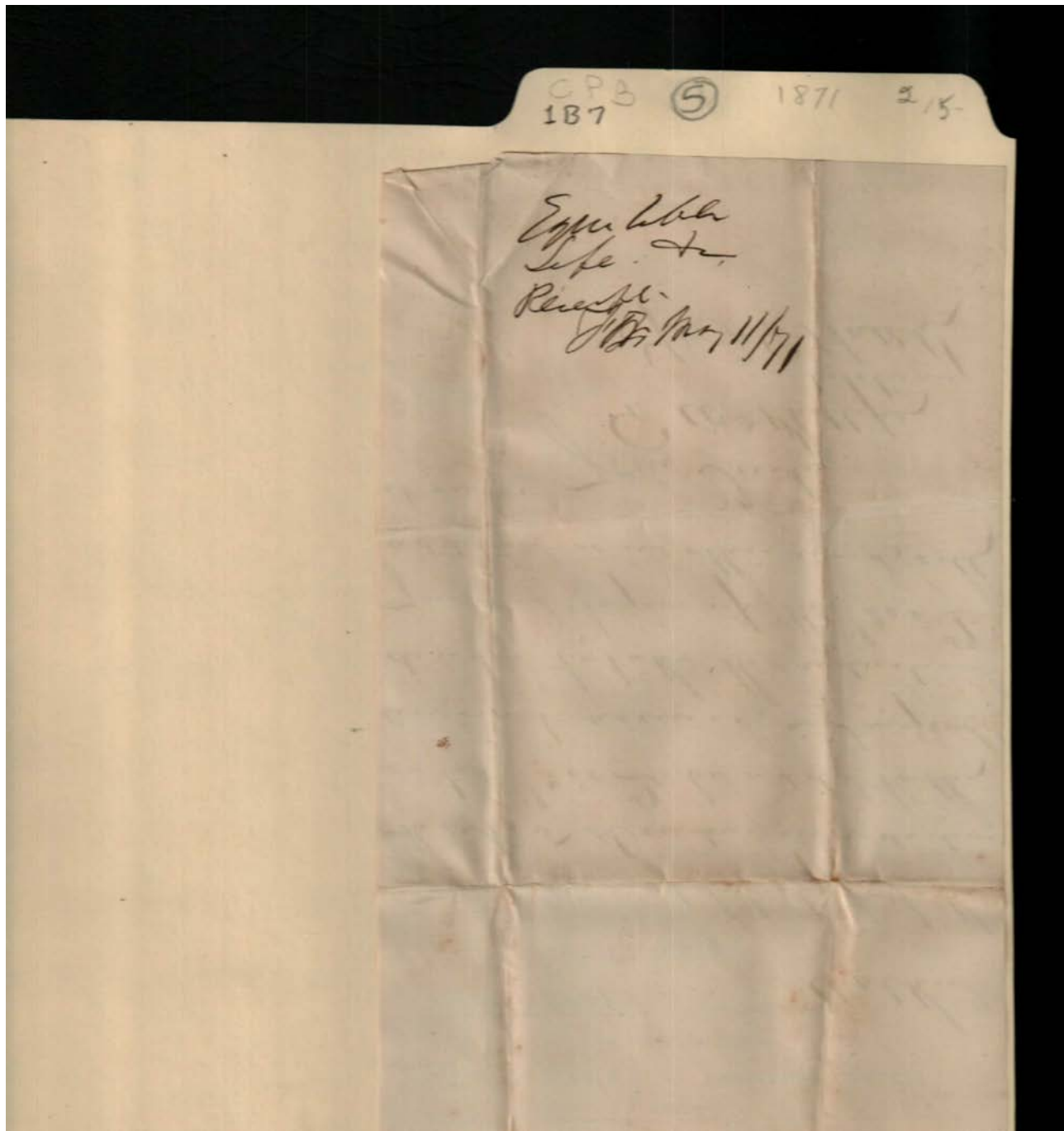
Names:

Hallett, J. G.

Walker,

Types:

letter

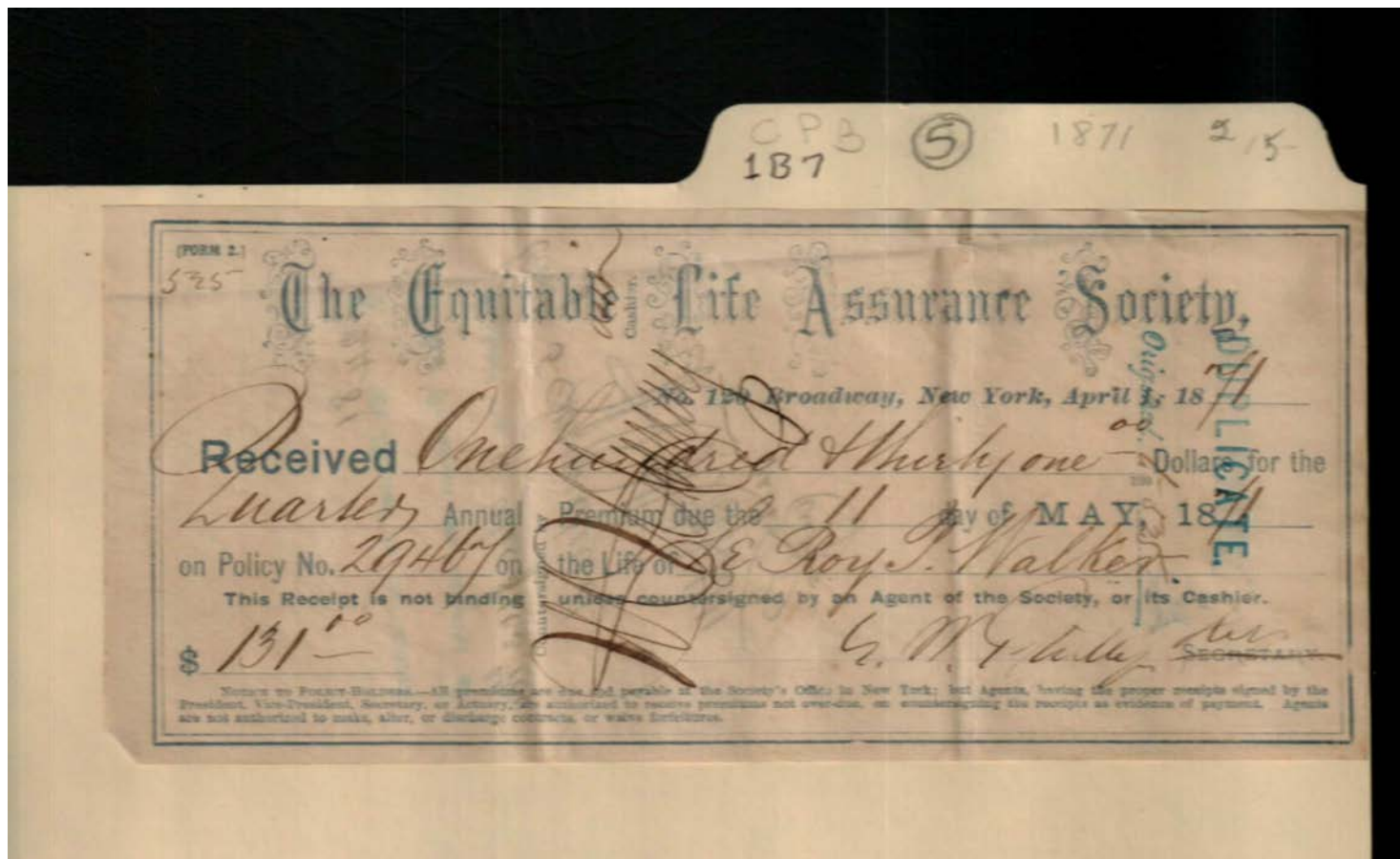


Types:

memo

Dates:

May 11, 1871



Names:

Philley, G. W.

Walker, LeRoy P.

Places:

New York, NY

Types:

receipt

Dates:

Apr 01, 1871



Names:

Murray,

Types:

memo

CPB 5 1871 25
187

To the Honorable William Skinner
Chancellor of the Northern Chancery Division
of the State of Alabama presiding
for the 3rd District thereof at Moulton.

Margaret E Coons as executrix of
the last will and testament of Jacob
B Coons late of the County of Lawrence
and State of said, and who resides
in said county brings this her bill of
complaint against Effie M Pointer,
Percy & Pointer and Samuel C Pointer
all of whom reside in said County of
Lawrence as defendants, and complaining
says.

1 That said Jacob B Coons departed this
life in said County of Lawrence on the 9th
day of April 1868, being a resident ^{citizen} thereof
at the time of his death and leaving a last
will and testament which was duly proved
and established as his last will and testament
in the Probate Court of said County on the
11th day of May 1868, and of which a copy
marked "Exhibit A" is herewith filed as an
Exhibit to this bill.

2 That your oratrix was the wife of the
said testator at the time of his death,
and on the 5th day of June 1868 letters
testamentary upon the estate of said
testator were granted to her by said Probate

Pointer estate

Names:

Coons, Jacob B.
Coons, Margaret E.

Percy,
Pointer,

Pointer, Effie M.
Pointer, Samuel

Skinner, William

Places:

Northern District
Court, AL

Types:

deposition

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2 Court, she having given bond security in conformity with law and that she continued to act as such executrix.

3 That said testator left real and personal property of the value of about four thousand seven hundred and nineteen dollars and twenty five cents, an inventory and appraisement of which is set forth in "Exhibit B" to this bill, and that he also left some choses in action consisting of notes & accounts a statement of which is set forth in "Exhibit C" to this bill.

4 That sometime prior to the death of said testator his daughter Victoria Italyne had intermarried with defendant Samuel C. Pointer and that on the _____ day of _____ 18____ she departed this life intestate leaving two children to wit the aforesaid Effie M. Pointer who is now in her tenth year of age and Percy V. Pointer who is in the second year of his age. That by the permission of the said Samuel C. Pointer the said Percy V. is in the care and custody of Complainant but the said Effie is in the care and custody of her father the said Samuel C. Pointer.

Pointer estate

Names:

Italyene,
Pointer, Effie M.

Pointer, Percy V.
Pointer, Samuel C.

Victoria,

Types:

deposition

187 5 1871 25

3

5 That in the course of her administration of the said estate she has collected upon the aforesaid choses in action about the sum of ^{dollars and} that she has expended about the sum of ^{dollars} in the payment of the debts of said testator, the expenses of the administration of said estate and for the use maintenance and support of the said Victoria J Pointer and her aforesaid children. That a statement of her receipts as executrix is herewith filed marked "Exhibit B.R." that a statement of her disbursements is herewith filed marked "B." and that a statement of her disbursements on account of the same Effie M. and Percy V. Pointer since the death of their mother is herewith filed marked "E" and "F".

That the complainant has had the use of the real estate in Courtland upon which testator resided at the time of his death & mentioned in "Exhibit B" and of nearly all of the personal property mentioned in said "Exhibit B" but the horse therein mentioned appraised at one hundred and fifty dollars, more

Pointer estate

Names:

Pointer, Effie M.

Pointer, Percy V.

Pointer, Victoria J.

Types:

deposition

CPB 5 1871 2/5
187

4

into the possession and care of said
Victoria J Pointer and has not been
returned to complainant.
That the real estate described in said
Exhibit B as being in Tusculum
Alabama was at the time of said
decedent's death becoming somewhat
dilapidated, and complainant paid
it money to repair considerable
sums of money, thence to preserve it
from waste, & to pay considerable
sums in payment of taxes unpaid
thereon. That she has not been able
to realize much in come therefrom, and
she was forced to discontinue to obtain
relief therefrom.
That she was with complainant at
the death of said Victoria & being at
considerable distance from Courtland
being unwilling to be deprived of the
society of his daughter declines to present
her to become a member of complainant's
family, but she complains against
complainant that he will be to the detriment
of the complainant's interest in
of said estate that the household
and kitchen furniture should be sold

Pointer estate

Names:

Pointer, Victoria J.

Types:

deposition

1871 2/5
187

5

of the said Lucumbia motherly and that said minor would be benefited by a sale of said household and kitchen furniture, if the proceeds of such sales could be profitably and safely invested. But she is also persuaded & states the fact to be that the interest of said minor would be prejudiced by an investment of the proceeds of such sales in the purchase of real estate for a home for complainant jointly with said minor or for said minor alone prior to the full age or marriage of the said Effie Painter; and this respondent is advised by counsel that she can not without some personal risk otherwise invest the proceeds except under the authority & direction of your honorable court.

The premises considered your oratory begs that your Honorable Court will take jurisdiction of the settlement & administration of said estate under said last will testament and execute said will as to the doubts and difficulties herein suggested and as to any such other doubts or difficulties as may arise in the course of the

Pointer estate

Names:

Pointer, Effie

Types:

deposition

6
C.P.B. 5 1871 215
187

6 proper administration of said estate under said will. That your honorable Court will adjudge & determine the relative rights of the several beneficiaries under said will and the powers and duties of complainant in the execution of said will. That your honorable Court will determine by decree whether or not in the event of a sale by him of said tenement or property & house-hold & kitchen furniture the proceeds of such sale can consistently with the instructions of said, testator be invested otherwise than in the purchase of a home for himself & said minor children or for said minor children alone; and if they can be otherwise invested that your honorable Court will direct how such proceeds of sale & any other moneys belonging to said estate and not required for the immediate use of said estate or of the beneficiaries entitled to share therein shall be invested by the complainant; and that your Honorable Court will also determine how much of any of said estate may be applied by him or Decentors during the lifetime of said Samuel C. Pointer

Pointer estate

Names:

Pointer, Samuel C.

Types:

deposition

CPB 5 1871 25
187

7

if the proceeds of the sale thereof shall be
as directed as to be preserved from leg-
Complainant further represents unto you how
that she is advised by her counsel that said
last will and testament is of a different
construction as to the power and duties of
complainant as executrix thereof & that she
is entitled to the assistance of your honorable
court in ascertaining and defining her
power and duties thereunder.

This complainant knows from declarations
made by her said testator in the presence
of others that he intended by said will
to confer upon her as executrix the power
to retain the control & direction of his
daughter in and in said estate & manage
it as complainant might deem it advisable
during the joint lives of herself and his said
daughter & in the event of the daughter's death
in complainant's lifetime, leaving children
under the age of twenty one years, that
complainant should continue such control
& management until they should attain
full age, but that he greatly desired
that complainant should purchase
a home for herself & his said daughter &
his children, if a suitable purchase could
be effected & that complainant should
have such control & management thereof

Pointer estate

Types:

deposition

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8

as to prevent her daughter & children from being deprived of their inheritance by improvidence. But she says that said last will & testament was written by a brother of said testator a physician & not learned in the law nor accustomed to drafting such instruments & did not perhaps express the intention of said testator in that respect as explicitly & plainly as could be desired.

And Complainant is informed that said Samuel C. Pointer disputes the right of your Complainant to retain the profession, control & management as Executor of said will of the whole of said estate & has demanded that Complainant should pay to him a part of moneys collected by her as Executor.

8. This respondent further shews that her doubts and difficulties as to her power and duties under said will have been enhanced by reason of the death of said Victoria J. Pointer. This respondent is satisfied that the interest of herself and of the minor children of said Victoria J. Pointer would be promoted by a sale

Pointer estate

Names:

Italyene,

Pointer, Samuel C.

Pointer, Victoria J.

Types:

deposition

CPB 5 1871 25
187

3

9 and minority of said Effie and Percy
for the support maintenance or
education of said Effie M and
Percy V.

Payee for procefs.

• Bill filed March 18/72
Sum on bill April 8/72
Amount of H.S. Speake Hospital Nov 11/72
4/11
Amount of " " Dec 4/72
Amount of " " Mar 11/72
Amount of S.C. Pointe Oct 17/72
Amount of " " July 7/72

Answered answer

1. Respondent is advised that the gift and
devises made by the testator 28000 in
item 1st of his said will, which said will
complainant asks to have construed by
this honorable Court was an absolute
gift and devise of the one half of the
personal real property then mentioned
to Victoria Italyene Pointe; that the said
property was given and devised to her
to be held & owned by her to her own
absolute use in fee simple - that as
in evidence to each gift & devise she
was invested with full & complete power
to hold enjoy sell convey or otherwise

Pointer estate

Names:

, Effie
, Percy V.

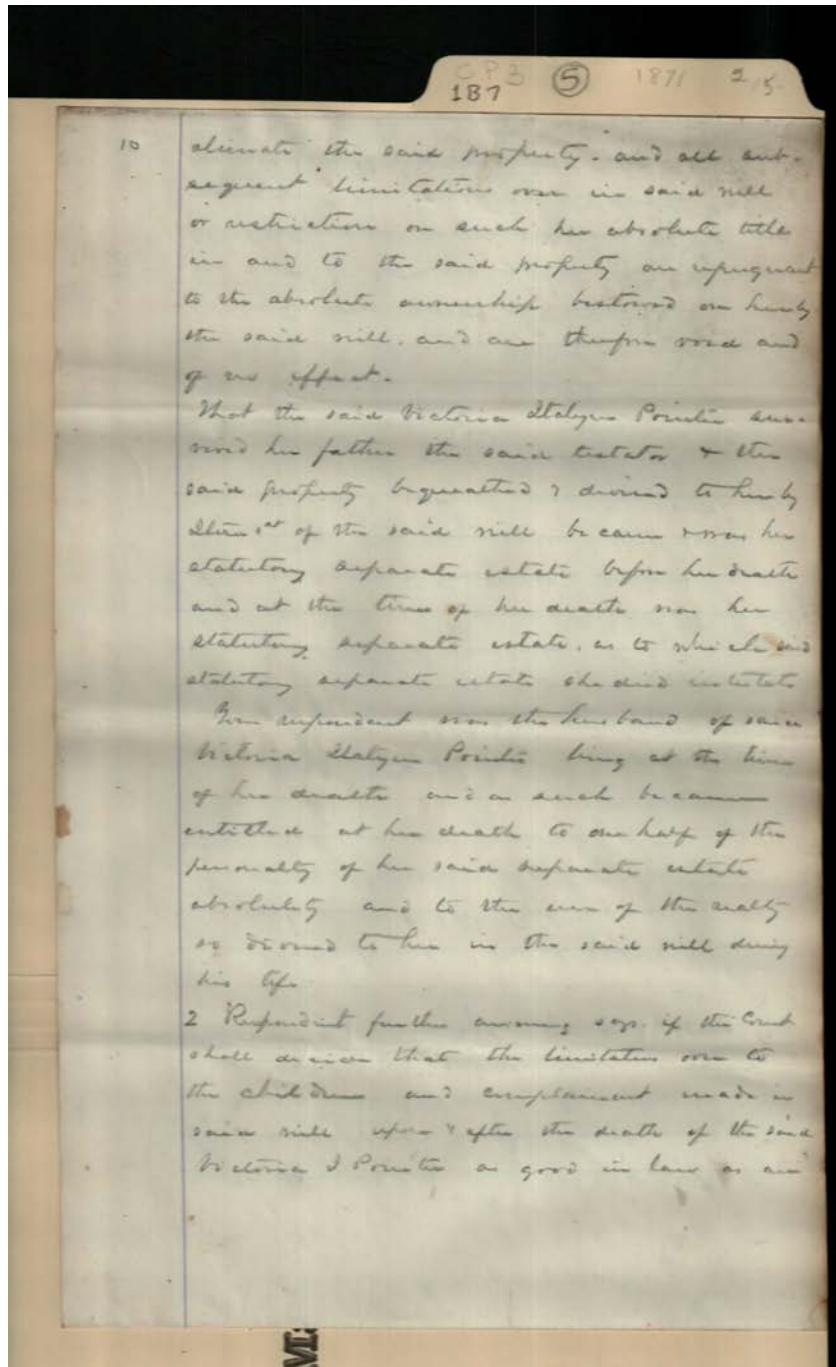
Coons, J. B.
Pointer, Italyene

Pointer, S. C.
Pointer, Victoria J.

Speake, H. C.

Types:

deposition



Pointer estate

Names:

Pointer, Italyene

Pointer, Victoria J.

Types:

deposition

187 ⑤ 1871 2/5

" executing devise shall give effect
therein. nevertheless he is entitled as
tenant by the courtesy to the use and
enjoyment of the real estate devised in
said will to his wife for and during the
period of her natural life. Effie Pointer
& Percy Pointer are children of the marriage
of respondent and said Victoria J. Pointer
as now born during the marital relationship
of said husband and wife -

will.

Item^{2d} In the first place it is my will &
desire and I do hereby give grant and
devise to my wife Margaret E. Coons and
my daughter Victoria Italyene Pointer
all my property that I may possess or
own at my death to be held and owned
by them equitably for their absolute use
in fee simple and in the event my
daughter Italyene should die being a
child or children then the equitable
one half devised to my daughter shall
be for the absolute use of such child
or children but in the event my said
daughter should die without leaving
a child or children living at her death
or in the event she should die leaving
a child or children who should die before

Pointer estate

Names:

Coons, Margaret E.
Pointer, Effie

Pointer, Italyene
Pointer, Percy

Pointer, Victoria J.

Types:

deposition

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12. be able to they should arrive at the age of
twenty one year of age. in either of these
events last mentioned it is my will
and desire that my wife Margaret E Coons
shall and is hereby authorized to hold
and possess all my property in fee simple
power for and for all contingencies what
absolutely and unconditionally -
The 2^d In the second place it is my will
and desire that my said wife Margaret E Coons
be and is hereby made my executor with
full power and authority to take possession
and hold and manage all my estate
and all any of my property and in such
the proceeds in such estate for herself
and to ~~the~~ ^{the} ~~children~~ ^{children} in a
home in accordance with the my
last will testament. It is my intention
to secure a home for my daughter and
her children.

Pointer estate

Names:

Coons, Margaret E.

Types:

deposition

CPB 5 1871 25
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In the District Court of the United States
Northern District of Alabama
Melton Humes assignee &c
vs
John W. Scruggs & wife } In Charge

On this 17th day of Octo 1871 before
me Lionel W Day Examiner for
said Court comes Jas J. Donegan
a witness for complainant in this
cause and said witness being by
me sworn on his oath. Examined
by F. P. Ward Esq. Solicitor for Com-
plainant says

Q Are you acquainted with the
parties to this suit

Ans I knew the late John W. Scruggs &
I know his wife Narcissa Scruggs

Q Do you know of any debts or legal
liabilities existing against the
said John W. Scruggs on the 14th
of May 1866

Ans I know of debts but whether
legal liabilities I do not know there
are so many turns & tricks in the
law
Not being a lawyer I cant tell as
to legal liabilities

Scruggs bankruptcy

Names:

Day, Lionel W.
Donegan, James J.

Scruggs, John W.
Scruggs, Narcissia

Ward, F. P.

Places:

Northern District
Court, AL

Types:

deposition

Dates:

Oct 23, 1871

CPB 5 1871 2/5
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Inter 3 State what debts you know of then existing & whether they have been paid or proved against his estate in Bankruptcy

Ans I have a list of debts due by said Scruggs to the Northern Bank of Alabama all of which have been proved against his estate in Bankruptcy I file said list as a part of this my deposition marking the same J. J. D. my initials as a mark of identification

Inter 4 Do you know the real estate conveyed by the said John W. Scruggs to his wife the defendant Marcella W. Scruggs by his deed of date 14th May 1866 if yea state what it was worth

Ans I never examined the deed particularly it refers to his domicile I never examined that with a view to determine its value At that time real estate was very much depressed and a sale of that kind of property would have been difficult to make I suppose tho' to the best

2

Scruggs bankruptcy

Names:

Scruggs, John W.

Places:

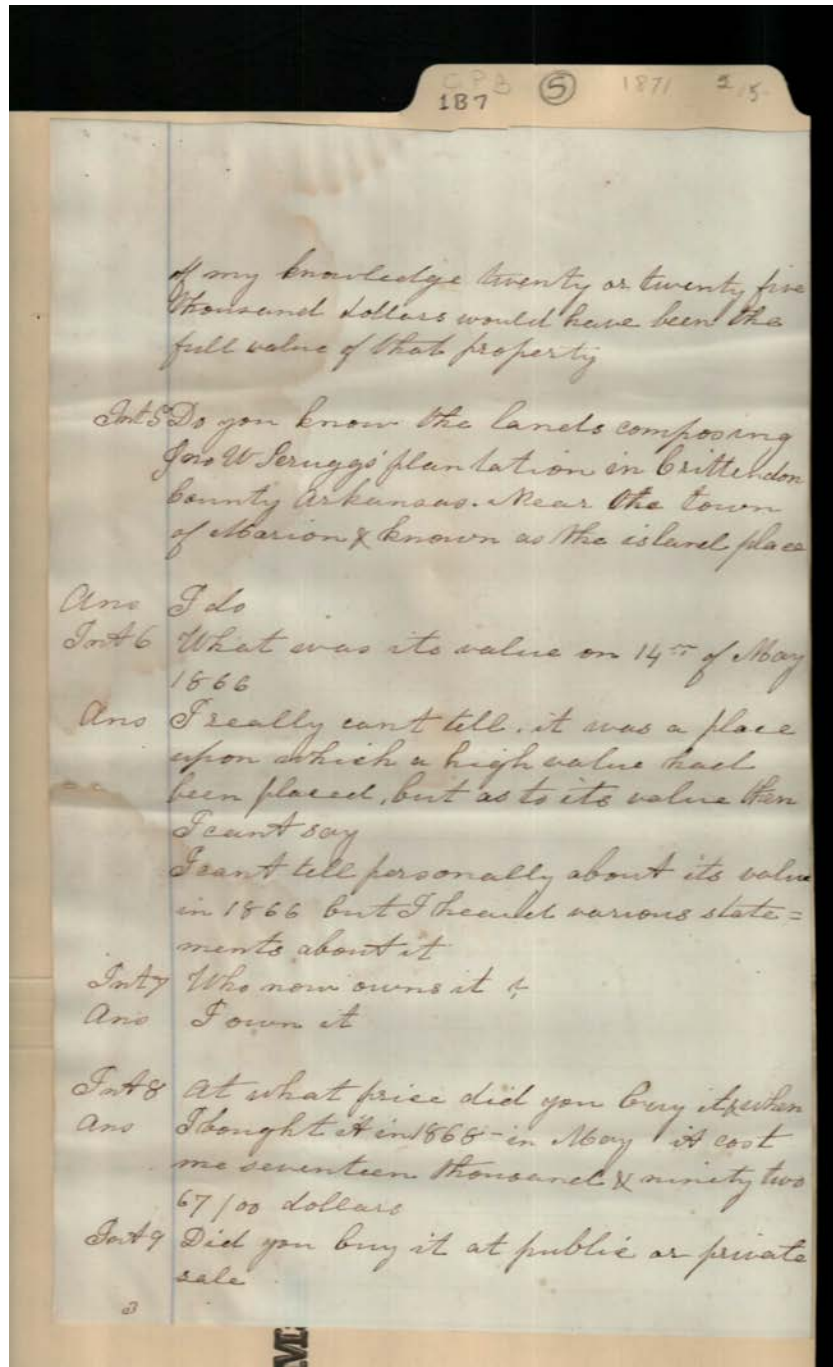
Northern District
Court, AL

Types:

deposition

Dates:

Oct 23, 1871



Scruggs bankruptcy

Names:

Simpson, Mrs.

Places:

Northern District
Court, AL

Types:

deposition

Dates:

Oct 23, 1871

CPB 5 1871 25
187

Ans I bought it both at public & private sale
Qnt 10 At what price did it sell at public & private sale

Ans There were two judgments executions one was \$9914.¹² & the other I compromised for \$5000 it being for about \$1000.⁰⁰
Cost in stamps on executions court cost \$43.60 I paid a claim for back taxes of \$477.⁰⁰ I paid \$720.⁰⁰ & a commission for a vendors lien which he sold that day by order of the Court I paid another claim to Mr Simpson \$877.³⁴ for a portion of the land which had been sold under vendors lien Making the aggregate above named. The amount I paid at the public sale I do not remember but I agreed to pay the amount of the execution & did pay all claims & liens on the property.

The defendt. by her counsel objects to so much of the witnesses answers as speaks of judgments & executions & their amounts as illegal there being higher & better evidence of their existence than parol testimony of the witnesses

4

Scruggs bankruptcy

Places:

Northern District
Court, AL

Types:

deposition

Dates:

Oct 23, 1871

CPB 5 1871 215
187

(The also objects to so much of
saiel answer as undertakes to prove
the existence of vendors liens on
saiel lands as illegal for the reason
that there is higher & better evidence of the
existence of saiel vendors liens than the
parol testimony of the witness
(which objection is certified to the Court)

X This examination having been adjourned
on the is now by consent resumed
and the cross-examination is now com-
menced by L. P. Walker Esq. Solicitor for de-
fendant

Int 11 has not the said Island plantation in
Crittendon County Arkansas estimated
to be worth in 1866 by those familiar
with its character & productiveness at least
Fifty thousand Dollars

Ans I can only say this I never made any
inquiry or sought any information from
any body with a view to learning what
it was worth. I have heard many persons
speak of it as being one of the most valuable
plantations in Arkansas I cant assign a
value my self but I have heard many
persons speak of it as being worth

Scruggs bankruptcy

Names:

Walker, L. P.

Places:

Northern District
Court, AL

Types:

deposition

Dates:

Oct 23, 1871

CPB 5 1871 215
187

Q. I heard Mr Otis say he had a con-
tract for it for \$75. per acre. I heard Mr Dick-
-son whom I regard as one of the
best judges of land in the country &
who has been on the place & examined it & who
is a farmer by profession say that it was
worth more than \$50,000

Int. 12 What number of acres are in said plantation.
Ans Between fourteen & fifteen thousand.

Int. 13 Do you not know that after the marriage
of said Jas W. Scruggs with defendant Nar-
-cissia Scruggs he received monies belong-
-ing to the separate estate of his wife
Ans I would say yes but I don't know the
fact but I have understood so from said
& from Judge Weakley & I suppose that
there is no doubt it

Int. 14 Were you not so informed by the said
Scruggs long before the institution of
this suit

Complainant objects to this Int because
it calls for hearsay evidence which is
certified to the Court
Ans I was
Complainant by Counsel objects to
this answer as being hearsay testimony

Scruggs bankruptcy

Names:

Dickson, Mr.
Otis, Mr.

Scruggs, John W.
Scruggs, Narcissia

Weakley, Judge

Places:

Northern District
Court, AL

Types:

deposition

Dates:

Oct 23, 1871

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187

which is certified &c

Int¹⁵ Were you not so informed by said Scruggs long before his Bankruptcy

Complainant by counsel objects to this Int¹⁵ because it calls for hearsay testimony which is certified to the Court &c

Ans I was

Complainant by counsel objects to this answer as being hearsay testimony which is certified &c

Int¹⁶ Were you not so informed by said Scruggs
* prior to 186
(objected to)

Ans Yes Sir

The Complainant by Counsel objects to this last Int¹⁵ & the answer thereto as being hearsay testimony which is certified

Int¹⁷ How much money belonging to the separate estate of his wife did said Scruggs receive from the estate of William Weakley late of Marengo Alabama deceased

Ans About three thousand dollars \$2800 or \$3000 as near as I can recollect, the

Scruggs bankruptcy

Names:

Scruggs,

Weakley, William

Places:

Northern District
Court, AL

Types:

deposition

Dates:

Oct 23, 1871

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187

I have no memoranda to refresh my memory from the said William Weakley died in May 1853

In 18 How much money belonging to his wife's separate estate did said Scruggs receive from Benjamin Patteson

Ans I can't say to the best of my knowledge & recollection Gen Patteson must have received over \$5000 from the estate of Samuel Weakley of Nashville Tenn. who was the father of said Patteson's first wife who was the mother of said Narcissa Scruggs the said Narcissa being the daughter of said Patteson

The said Narcissa was the only child of said Patteson by his first marriage with the daughter of said Saml Weakley deceased and said Patteson always assured me that he intended to secure the money so received by him to his said daughter, but whether he ever did so or whether he ever paid it to the said Scruggs I do not know

Said Patteson further told me at the time he was negotiating for the purchase of the Raglund tract of land known as the Race tract that he intended to have the deed therefor made to his said daughter, as he expected in that

8

Scruggs bankruptcy

Names:

Patteson, Benjamin
Patteson, Gen.

Scruggs,
Scruggs, Narcissia

Weakley, Samuel
Weakley, William

Places:

Northern District
Court, AL

Types:

deposition

Dates:

Oct 23, 1871

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187

way to have the money secured to her which she had received from the estate of her grandfather the said Samuel Weakley deceased. The deed however was not made but was made to her husband under what arrangement & whether any portion of said money was used in paying for said land I do not know. This is the land now in controversy in this suit.

(Complainants by counsel objects to all of said answer except the first sentence "I can't say" because it is irrelevant immaterial & not called for by the Interrogatory - which is certified to the Court.)

Int 19 Was not said Patteson the father of said Narcissa Scruggs

Ans Yes, refused such

Int 20 Was not the said Narcissa the grand daughter of said Samuel Weakley deceased

Ans Yes Sir

Int 21 Is said Patteson living or dead? if dead when did he die?

eM

Scruggs bankruptcy

Names:

Patteson,

Scruggs, Narcissia

Weakley, Samuel

Places:

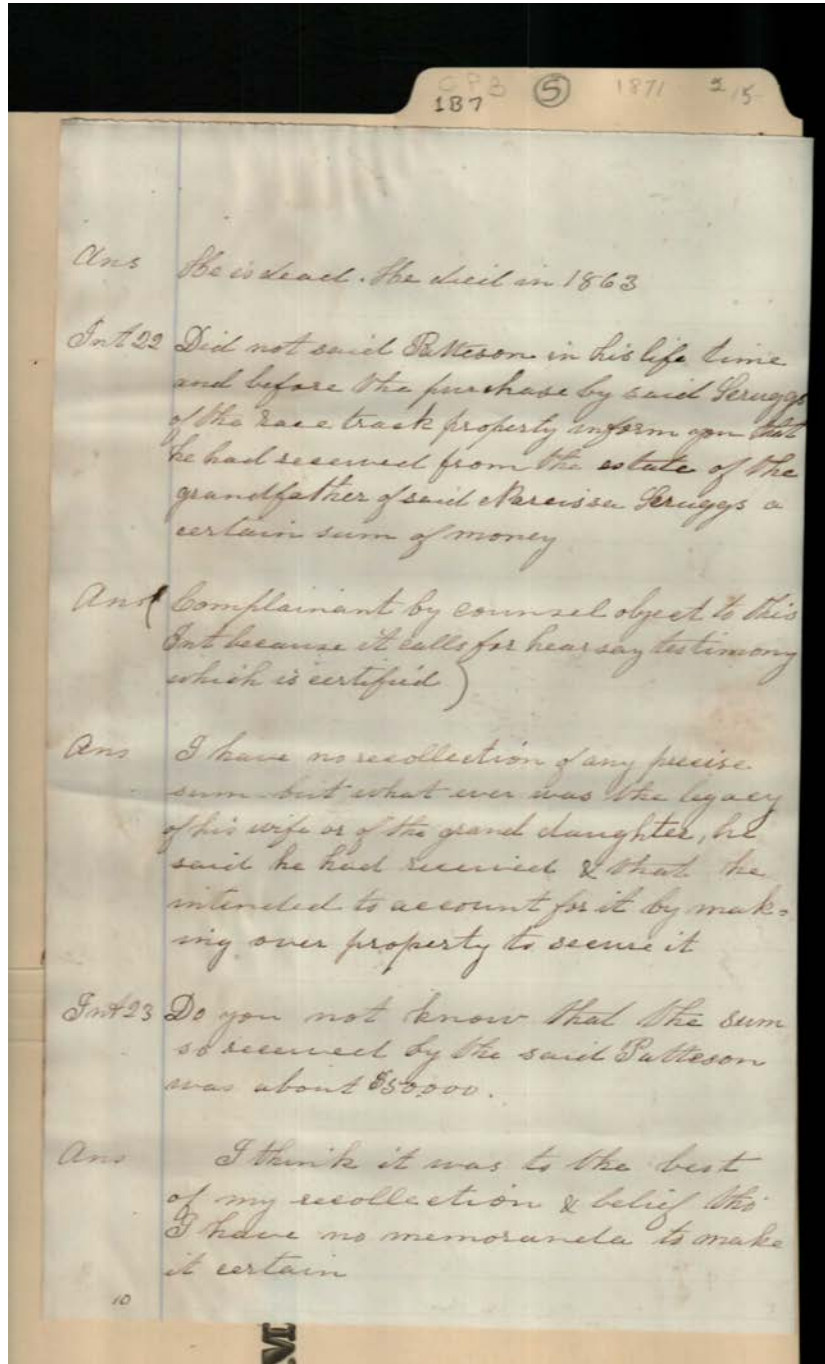
Northern District
Court, AL

Types:

deposition

Dates:

Oct 23, 1871



Scruggs bankruptcy

Names:

Patteson,

Scruggs,

Scruggs, Narcissia

Places:

Northern District
Court, AL

Types:

deposition

Dates:

Oct 23, 1871

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Int²⁴ Did not you and said Patteson
marry sisters, your wives being
daughters of the said Samuel
Weakley deceased

Ans Yes Sir we did marry sisters & they
were daughters of the late
Samuel Weakley

Int²⁵ How was said William
Weakley deceased related to
the said Narcissa Scruggs

Ans He was her uncle, her Mothers
brother

At this point the cross examina-
tion is concluded & rebutting
examination is made by
J.P. Ward Sobers for complain-
ants

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Scruggs bankruptcy

Names:

Patteson,

Scruggs, Narcissia

Weakley, Samuel

Weakley, William

Places:

Northern District
Court, AL

Types:

deposition

Dates:

Oct 23, 1871

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Int 26 When did the said Samuel Weakley die

Ans I cant exactly say. I now remember that he died Oct 13th 1832

Int 27 Did he die testate or intestate

Ans He died intestate - he left no will

Int 28 When did the mother of said Narcissa Scruggs die

Ans She died July 18th 1829

Int 29 Who died first said Saml Weakley or the mother of said Narcissa Scruggs

Ans The mother of the said Narcissa died first

Int 30 Was the said Benjamin Patteson solvent or insolvent from the year 1849 to his death

(defendant by her counsel objects to this question as irrelevant & there fore illegal which is certified &c)

Ans I dont know, he was in business here but I never scrutinyed his affairs. He was Marshal for this District during that time I believe.

12

Scruggs bankruptcy

Names:

Patteson, Benjamin

Scruggs, Narcissia

Weakley, Samuel

Places:

Northern District
Court, AL

Types:

deposition

Dates:

Oct 23, 1871

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187

Int 31. Had the said Narcissa Scruggs after May 14th 1866 any other property besides that conveyed to her by her husband and the rents and profits thereof

(defendant by her counsel objects to this question as irrelevant & illegal which is certified.)

Ans I have no knowledge of any

Int 32 Did you present to J. A. Sanders as trustee under the deed of said Scruggs & wife to him claims if yea. State what claims?

(to this question defendant by her counsel objects for the reason that it is not rebutting in its character & therefore not allowable to the Complainant at this stage of the Examination of the witness which is here certified.)

Ans to the best of my recollection I think I presented a claim due by Scruggs Donegan & Co No 3 of sixty three thousand dollars subject to a credit of eight or ten thousand dollars & I think a debt of about eleven thousand and 13 Dollars due to Earn Donegan & Co No 2

Scruggs bankruptcy

Names:

Donegan,
Fearn,

Sanders, T. A.
Scruggs,

Scruggs, Narcissia

Places:

Northern District
Court, AL

Types:

deposition

Dates:

Oct 23, 1871

CPB 5 1871 25
187

I think I presented a claim due myself in which I claimed \$4,000⁰⁰ having paid that amount on a debt of \$6,000⁰⁰ in which I was security. I dont recollect whether I presented a claim of \$2,000⁰⁰ due by the Scruggs to me or not

The defend ant by her counsel objects to the answer of the witness because it is not rebutting in its character to the defendants cross Examination & is therefore not allowable which is certified

Q Who were the beneficial owners of said claims of six by three & eleven thousand dollars

(Defend ant by her counsel objects to this question because
1st It is irrelevant
2nd It is not rebutting in its character to defendants cross examination of the witness - which is there certified to the court)

Ans I was my self interested in them to the amount probably \$4,000⁰⁰ and the late De Kearns estate, I think ten or fifteen thou -

14

Scruggs bankruptcy

Names:

Fearn, Dr.

Scruggs,

Places:

Northern District
Court, AL

Types:

deposition

Dates:

Oct 23, 1871

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187

50

5000 dollars

The defendunt by counsel makes
the same objection to this answer
that she has made to the ques-
tion of complainant which is
here certified to the Court for
its decision

James J Donegan

Dated Octo. 23^d 1871

15

Scruggs bankruptcy

Names:

Donegan, James J.

Places:

Northern District
Court, AL

Types:

deposition

Dates:

Oct 23, 1871

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187

ad. 2 Sept 19, 1867-

Oct 3/70 - Deben pro Corpors - appears at
March 7/71 Deben pro Corpors -
May 15/71 " set aside *
" Ann
Nov 29/71. Court of N.D. suggests & Court
that case proceed in other defendants.
"
" Deben
comes this case for hearing on the 24th
day of November 1871 and defendants by counsel
suggested the death of ^{against} John W. Scruggs and it is
by the Court advised that the case be entered
of record and that the hearing of this case
proceed against the defendant, Narcissa Scruggs
which by defendant's consent is done, and
thereupon upon hearing of said case on
the pleadings, it is by the Court ordered adj-
-ed and decreed that this complainant
will be dismissed and that complainant
pay the costs herein expended.
* Come the parties by attorney and on motion
of defendants for good cause shown the Court
it is ordered that the decree pro Corpors taken
entered on the 6 day of March 1871 against
defendants be vacated and set aside.

Scruggs bankruptcy

Names:

Scruggs, John W.

Scruggs, Narcissia

Places:

Northern District
Court, AL

Types:

legal correspondence

Dates:

Nov 2, 1871

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Indebtedness of John W. Scruggs at Anthony Beck of Ala
As Principal

No.	As Creditor for	Amount	When due
No 2988	Cox & Co for W. Scruggs	2851 28	Nov 13
3105	of W. Scruggs	2610 62	May 1
3122	d.	3629 66	April 17
3149	d.	6453 28	May 24
3181	d.	5668 -	June 16
3195	d.	1761 96	May 16
3196	d.	2425 -	June 26
3213	d.	4831 82	July 11
3232	d.	6176 74	Sept 17
		\$ 37713	
No.	As Creditor for		1860.
2251	Campbell & Co	5770 -	Dec 8
2349	W. D. Mason 1600 paid 15 Feb 61	576 75	25
2591	for W. Nance	1688 42	Jan 15
2791	Matt W. Steele	1622 46	April 13
2843	James Lamar	1622 76	May 12
2909	Wm. A. Bond	2372 68	July 4
2964	C. C. Douglas 1824 th May 7 th 68	5276 25	Oct 29
2962	James Lamar	2806 30	Nov 4
3025	James W. Scruggs	5770 -	Nov 21
3055	Geo W. Drake	3568 51	" 19
3106	Wm. B. Turner	5638 66	April 28
3109	Geo W. Drake	4578 30	May 1
3211	Benj. Patteson	577 -	July 11
3221	A. J. Esslinger	525 -	July 25
3235	James W. Scruggs	3689 75	Sept 14
3279	John W. Steele	1622 -	Dec 16
3302	d.	1622 -	" 26
		\$ 46149 71	
	Debit to balance	2324 88	
		\$ 46619 30	

Scruggs bankruptcy

Names:

Bond, James A.
Campbell,
Cox, George
Douglass, E. E.

Drake, George W.
Esslinger, A. J.
Giles, John
Lamar, James

Nance, John W.
Patteson, Benjamin
Scruggs, James H.
Scruggs, John W.

Steele, Matt W.
Turner, H. B.
Wear, W. D.

Places:

Northern District
Court, AL

Types:

legal report

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Frances Cabaniss Roberts Collection

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

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

Archives/Special Collections Access Restrictions: None

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