

**Names:**

Beadle, John

Cabaniss, S. D.

King, M. A.

King, Virginia

**Places:**

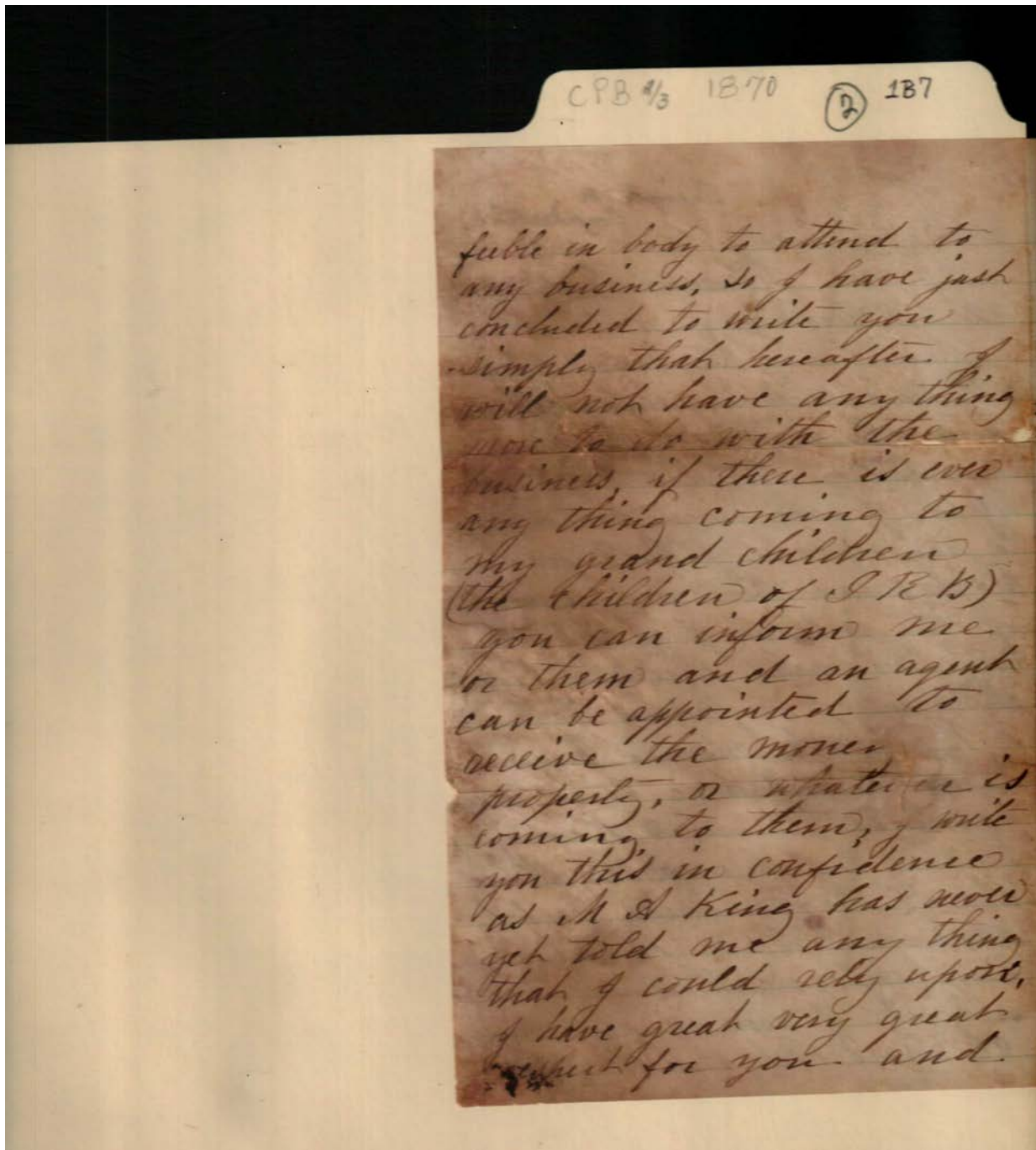
Tuscaloosa, AL

**Types:**

correspondence

**Dates:**

Mar 17, 1870



**Names:**

King, M. A.

**Types:**

correspondence

CPB 4/3 1870 (2) 187

body to attend to  
ness, so I have just  
to write you  
that hereafter I  
have anything  
do with the  
if there is ever  
is coming to  
and children  
(duen of I R B)  
n inform me  
and an agent  
appointed to  
the money  
or whatever is  
to them, I will  
in confidence  
A King has more  
d me any thing  
could rely upon,  
great very great  
for you and

your abilities but do not  
wish to get involved in  
any business of which  
I can obtain no informa  
tion of. I know you have  
acted all right in the  
business, but the Kings  
are quarreling & fussing  
so I have concluded to  
withdraw entirely from  
it. Please consider me  
entirely out of the whole  
affair.

With the very  
greatest respect for you  
I am very Resp  
John S Beadle

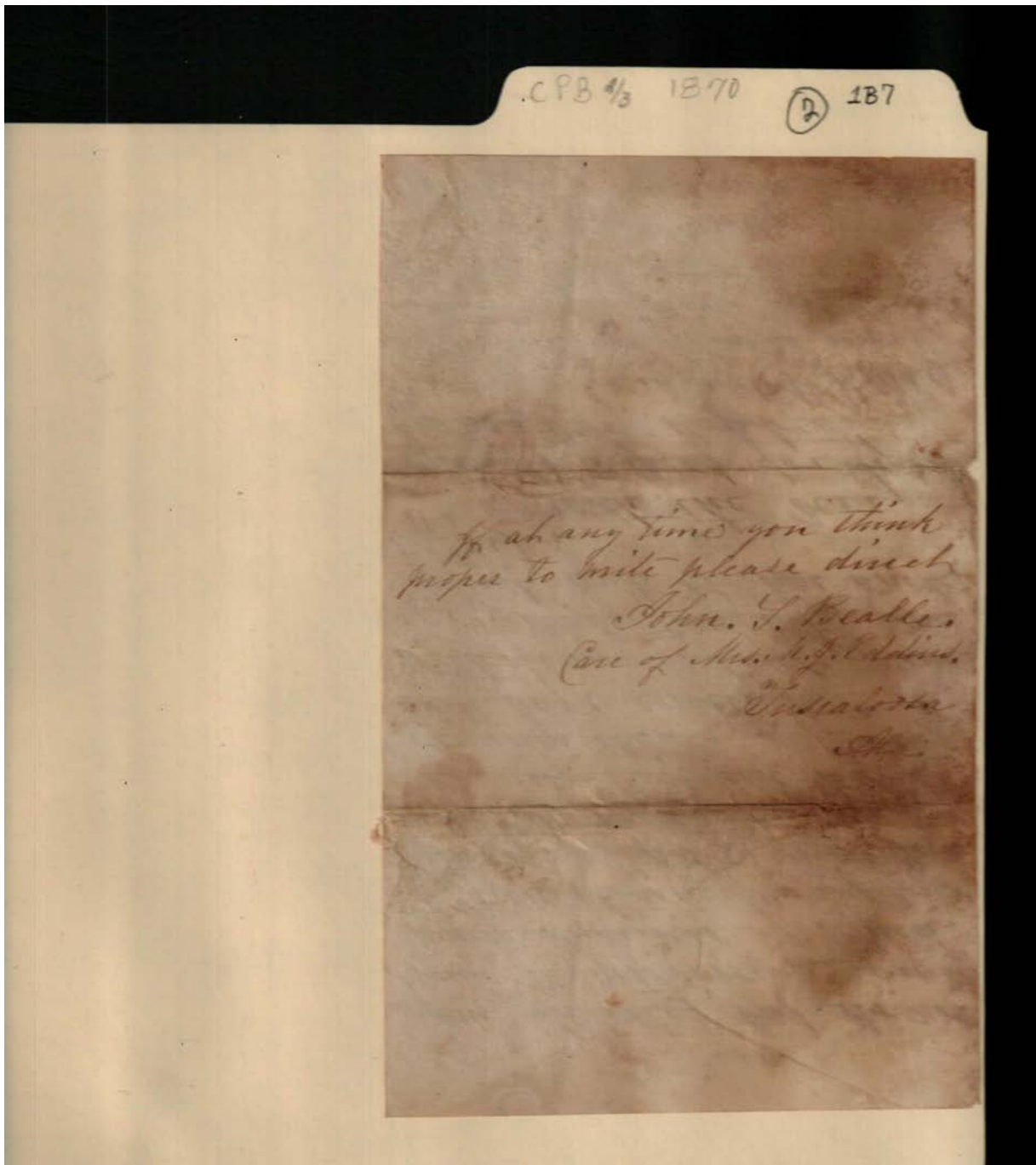
**Names:**

Beadle, John S.

King,

**Types:**

correspondence



**Names:**

Beadle, John S.

Eddins, N. J., Mrs.

**Types:**

correspondence

CPB #3 1870 (2) 187

Bellefonte May 23. 1870

S. D. Cabiness Esq  
Huntsville Ala

Dear Sir

I sent you the papers in  
John Snodgrass's Chancery case by mail  
about three weeks ago and have not  
heard from you since if they have  
not been received please advise  
me

Yours Truly  
H. Caldwell

**Names:**

Cabiness, S. D.

Caldwell, H.

Snodgrass, John

**Places:**

Bellefonte

**Types:**

correspondence

**Dates:**

May 23, 1870



**Names:**

Cabaniss, S. D.

Smith, R. C.

**Places:**

Huntsville, AL

**Types:**

receipt

**Dates:**

Apr 12, 1870

CFB 1/3 1870 (2) 187

State of Alabama }  
Lawrence County } This agreement entered  
into by and between Grizzetti & Byrd of  
said County and Frank Neal of Madison  
County State aforesaid on this the 26 day  
of December 1870. Intended:

That whereas at a sale by Charles Womble  
as assignee in Bankruptcy of the estate of Bolling  
Byrd Bankrupt, on the 9<sup>th</sup> April 1870. said Neal  
became the purchaser of two several tracts of  
land in said county of Lawrence, viz: one known  
as the Puryear tract and described as a compound  
of the south half of section twenty nine in  
Township four range seven West, but in fact  
containing only the South East quarter, the East  
half of the South West quarter and twenty acres  
off the East side of the west half of the South  
West quarter of said section, the other known  
as the Byrd tract composed of the South half  
of section thirteen and the South East, South  
West and South West quarters of section  
twenty four in Township four range Eight  
West; for which a quit claim deed of  
conveyance was executed to him by said  
Assignee on the 16<sup>th</sup> April 1870.

And whereas said Grizzetti & is in possession  
of said Puryear tract claiming title thereto  
under a deed of conveyance from her deceased  
husband, the said Bolling, of date February 22  
1867.

And whereas Samuel Torian, brother of the  
said Grizzetti & and guardian of William

**Names:**

Byrd, Bolling  
Byrd, Grizzetti J.

Byrd, William B.  
Neal, Frank

Torian, Samuel  
Womble, Charles

**Places:**

Madison Co., AL

**Types:**

agreement

**Dates:**

Dec 09, 1870

CFB 4/3 1870 (D) 187

B. Byrd and Jeff Ella Byrd, infant children of said Bolling and Grizzetti J. is in possession of said Byrd tract claiming title for said infant children, under three several deeds of conveyance of date February 22. 1867, viz: one from said Bolling to said William B. for the S W/4 and W/2 of the N E/4 of said section twenty four, one from said Bolling to said Jeff Ella for the S/2 of said section thirteen and E/2 of the N E/4 of said section twenty four, and one from Martha Byrd, mother of said Bolling to said William B. for the N W/4 of said section twenty four:

And whereas a petition by Beadley Wilson, the creditors of said Bolling, praying to have said sale by said Apique to said tract set aside, is now pending in the District Court of the United States for the Southern District of Alabama; and whereas the parties hereto desire, in the event said lands can be secured against the claims of said Apique and the creditors of said Bolling, to be compromise their claims that said Byrd tract shall be secured to said Grizzetti J. or his said infant children, William B. and Jeff Ella, and said Puryear tract with the payment of eight hundred dollars with interest from April 9. 1870 secured by said Grizzetti J. to said tract:

Now therefore in order to effect this compromise of their claims in the premises it is agreed by the parties whose names are hereunto signed, as follows, viz:

**Names:**

Byrd, Bolling  
Byrd, Grizzetti J.

Byrd, Jeff Ella  
Byrd, William B.

Wilson, Beadley

**Types:**

agreement



CFB 43 1870 (D) 187

1. That said Frank Neal shall execute to said Grizzetti & Byrd his quit claim and of conveyance for said Byrd tract of land.

2. That whenever said Byrd tract of land is secured to the said Grizzetti & on his said infant children against the claims of the said Spigone or creditors of said Bolling, in this by confirmation of said sale to said Neal, a judicial decision adverse to such claims or an abandonment of them by said Spigone and Creditors, then the said Grizzetti & shall execute to said Frank Neal his quit claim and of conveyance for said Puyuan tract of land and secure the payment to him of eight hundred dollars with interest from April 9<sup>th</sup> 1870.

3. That said Grizzetti & Byrd shall pay the taxes on said Puyuan tract for the year 1870 without liability for rent to said Neal, and shall retain possession and use of the same for the year 1871, protecting the timber, allowing no green wood to be cut and according to said Neal when this agreed compromise is consummated, for a fair rent from this date.

Signed in duplicate this Dec 26, 1870  
Frank Neal  
G. J. Byrd

Witness to Frank Neal J. L. Rison  
Witness to Mrs. G. J. Byrd Samuel P. Brian

**Names:**

Brian, Samuel P.

Byrd, Bolling

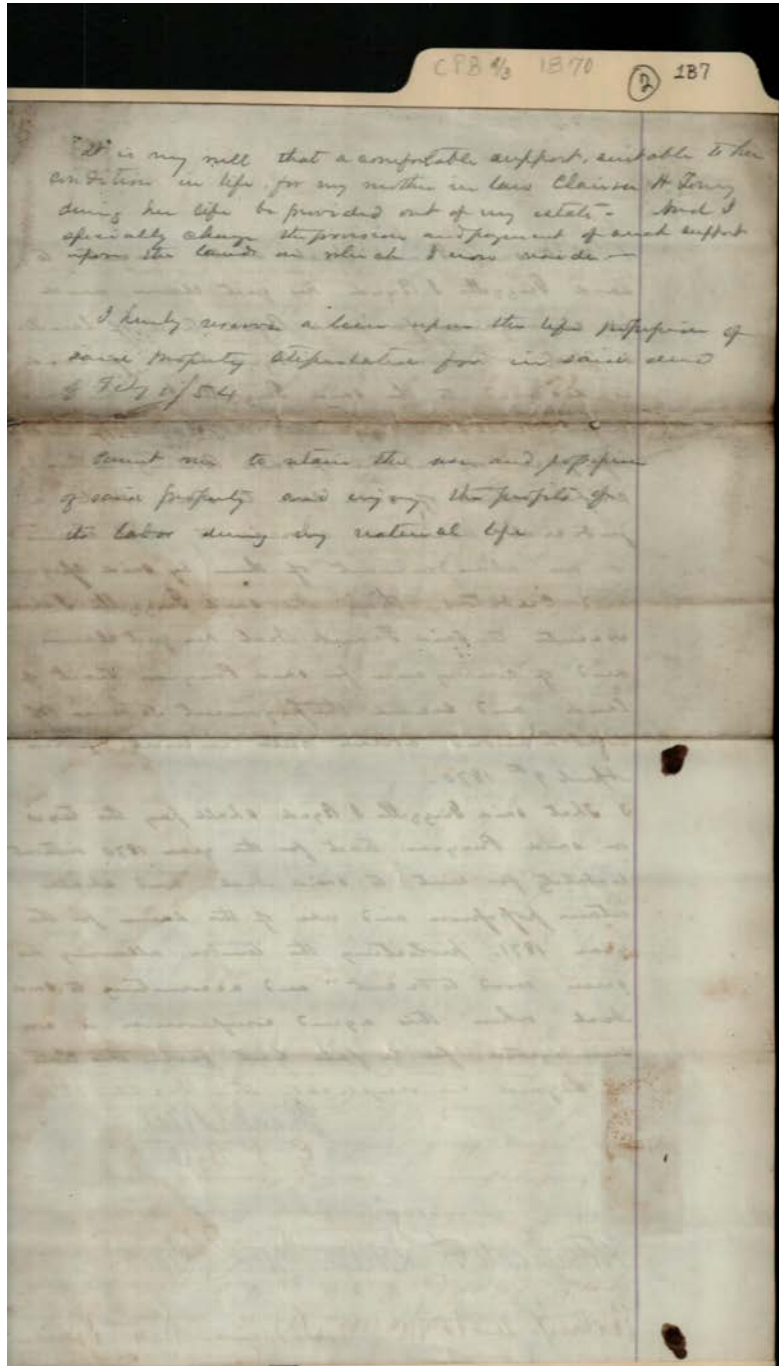
Byrd, Grizzetti J.

Neal, Frank

Rison, John L.

**Types:**

agreement



**Names:**

Toney, Clairson H.

**Types:**

will

CPB 4/3 1870 (2) 187

State of Indiana }  
Marion County } Pursuant to an agreement  
between the parties hereto, of date December 26, 1870,  
and in consideration of eight hundred dollars  
with interest from April 9, 1870, Frank Neal  
hereby gives grants bargains sells assigns conveys  
and quit claims to Grizzetti J. Byrd all his right  
title and interest in and to the tract of land  
situated in Lawrence County Alabama composed  
of the South half of section thirteen and the  
North East North West and South West quarters  
of section twenty four in Township four Range  
eight West, his interest in said land being  
that conveyed to him by Charles Womble Esquire  
in Bankruptcy of the estate of Bolling Byrd  
Bankrupt, by deed of date April 16, 1870.  
To have and to hold the same to her the said  
Grizzetti J. Byrd and her heirs forever. She title to  
said land he warrants against all persons  
claiming by through or under him, but against  
none other.

**Names:**

Byrd, Bolling

Byrd, Grizzetti J.

Neal, Frank

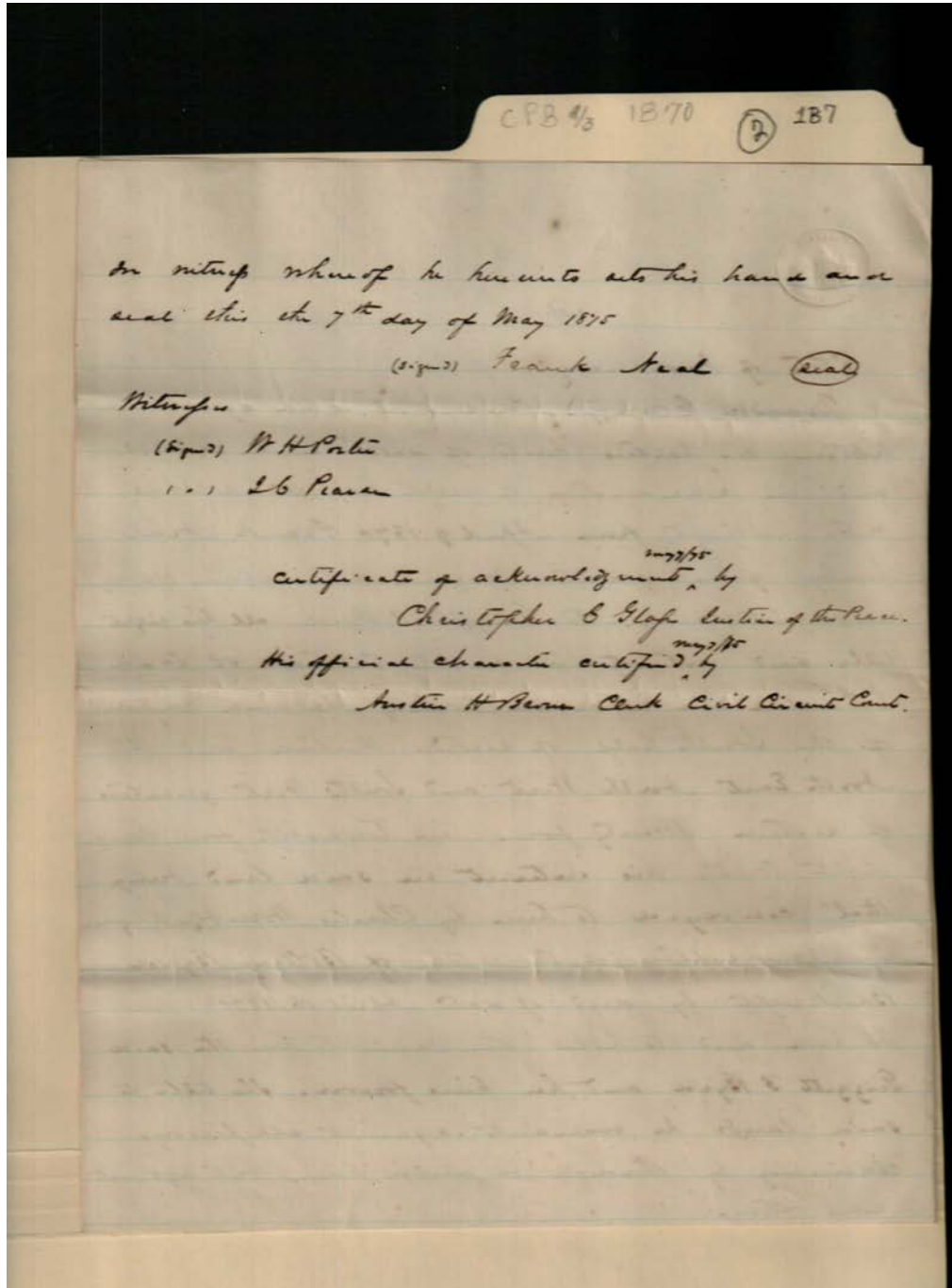
Womble, Charles

**Types:**

agreement

**Dates:**

Dec 26, 1870



**Names:**

Berman, Austin H.  
Glass, Christopher G.

Neal, Frank  
Pearson, J. C.

Porter, W. H.

**Types:**

agreement

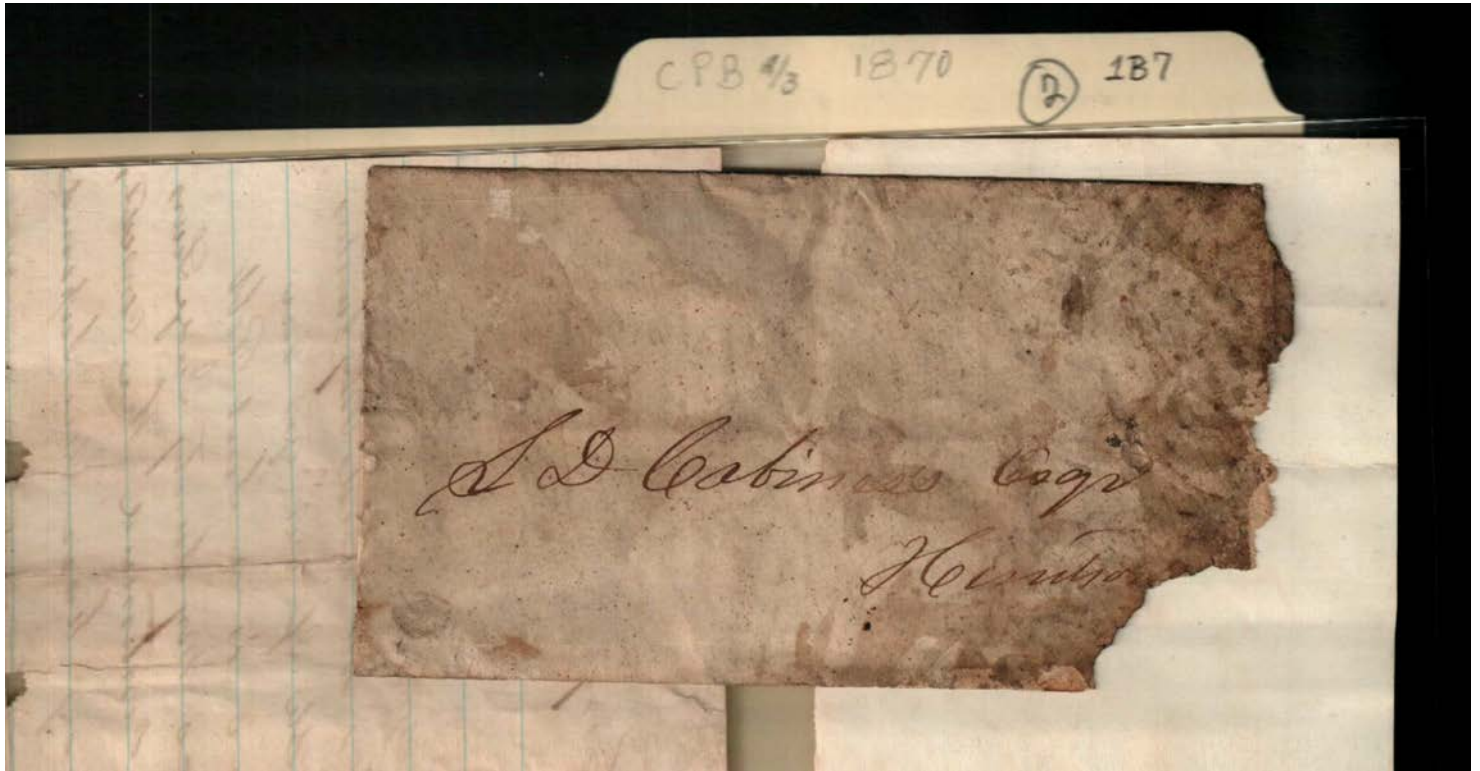
**Dates:**

May 07, 1875

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 7, Folder 2

Legal and court documents, 1870 (2 of 3)

Image 13 r01b07-02-000-0022 [Contents](#) [Index](#) [About](#)

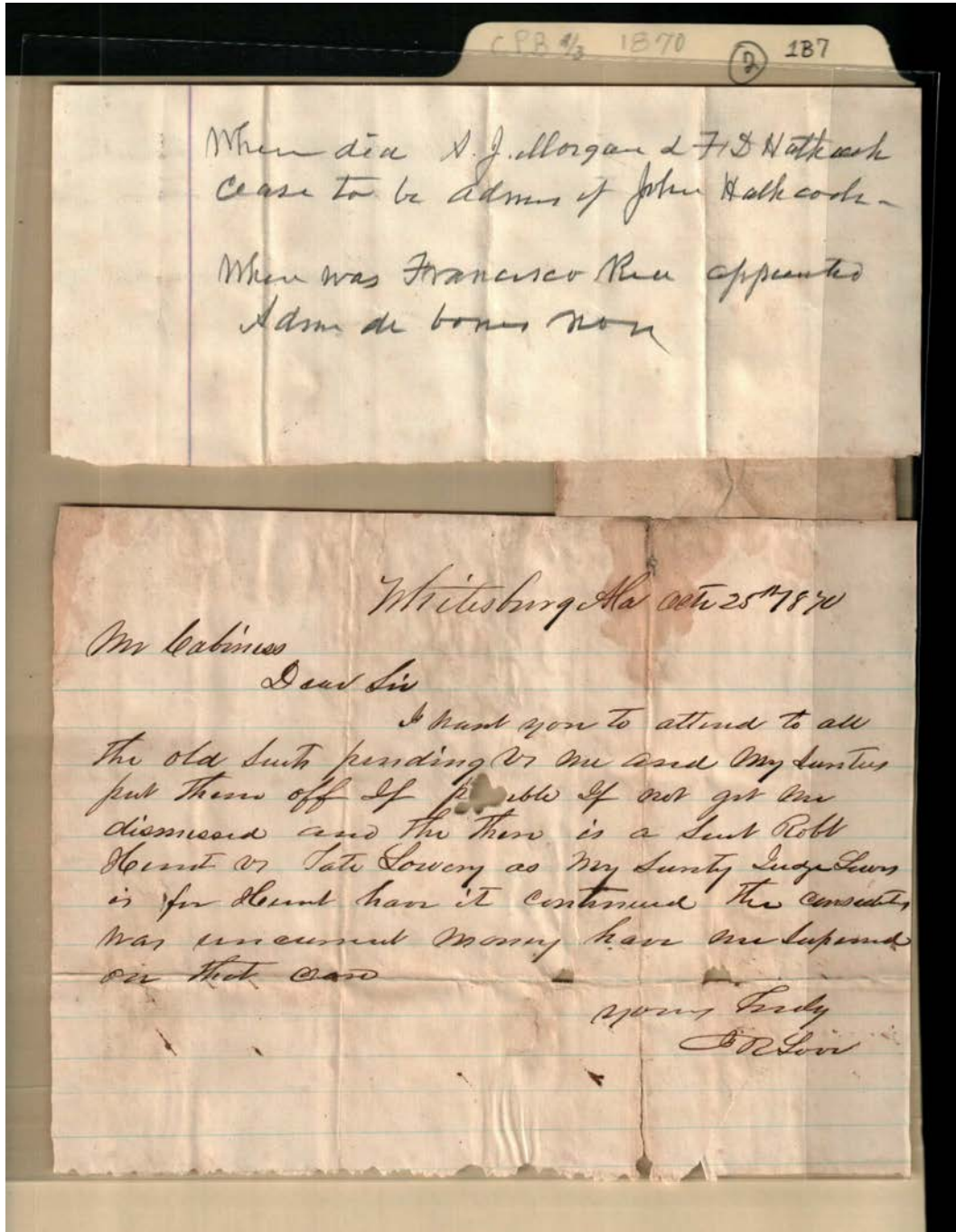


**Names:**

Cabiness, S. D.

**Types:**

memo



**Names:**

Cabaniss, S. D.  
Hathcock, F. D.  
Hathcock, John

Hunt, Robert  
Jellorgan, A. J.  
Lewis, Judge

Love, J. R.  
Lowery, Tate  
Rice, Francisco

**Places:**

Whitesburg, AL

Whiteseburg, AL

**Types:**

correspondence

**Dates:**

Oct 25, 1870

CPB 4/3 1870 (2) 187

Moulton Ala  
April 13<sup>th</sup> 1870

F. P. Ward Esq  
Huntsville Ala

Dear Sir, Yours of 10<sup>th</sup> inst  
to hand. Enclosed herewith find desired  
information in regard to deed from  
O. H. Bynum,  
I will stir up Pruitt & Walker if  
they do not come out soon will write  
you,  
Yours truly  
H. C. Spint

**Names:**

Bynum, O. H.  
Pruitt,

Spint, H. C.  
Walker,

Ward, F. P.

**Places:**

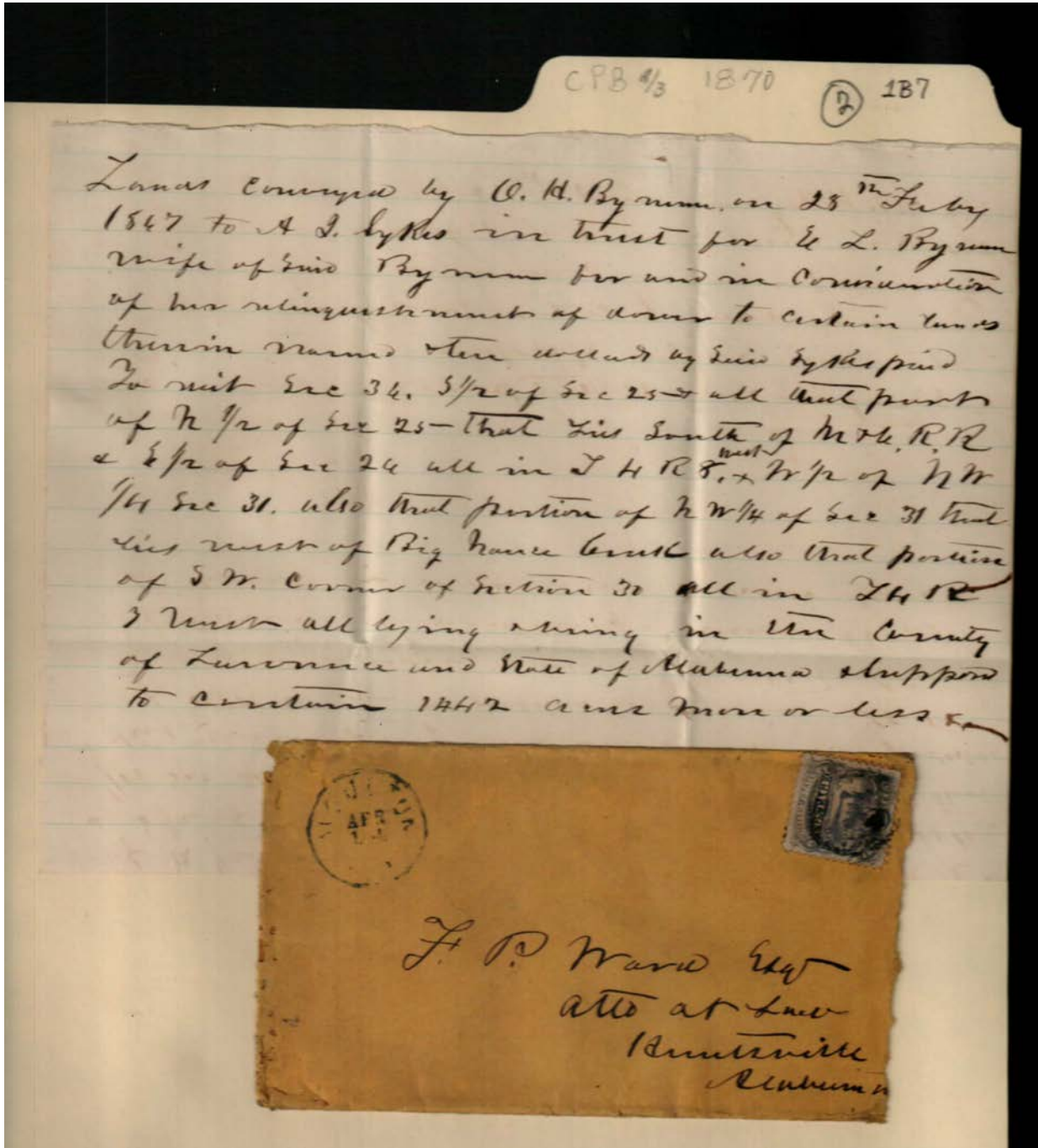
Moulton, AL

**Types:**

correspondence

**Dates:**

Apr 13, 1870



**Names:**

Bynum, E. L.

Bynum, Enis

Bynum, O. H.

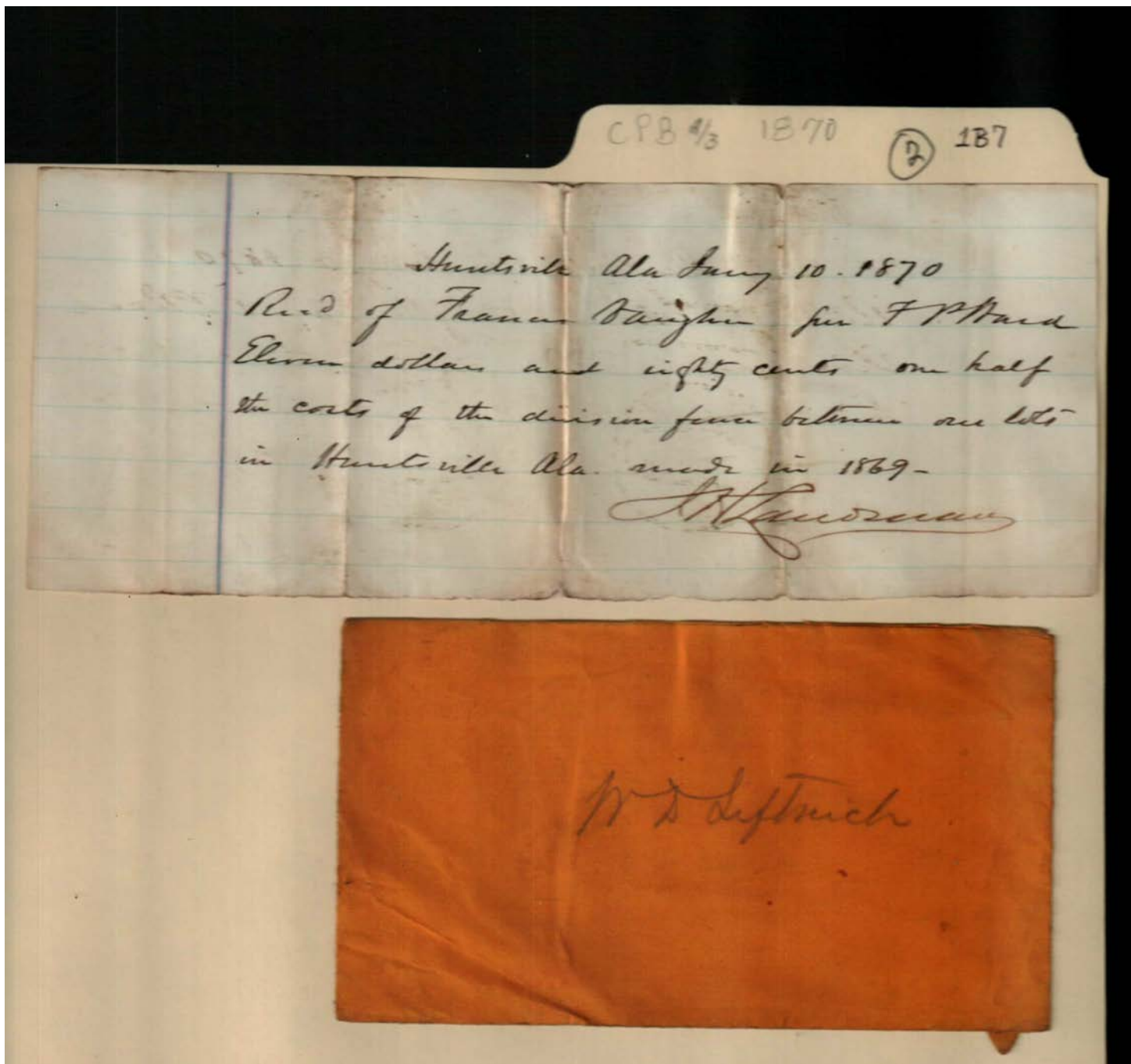
Sykes, A. J.

Ward, F. P.

**Types:**

correspondence





**Names:**

Landman, J. H.

Leftwich, W. D.

Vaughn, Francis

Ward, F. P.

**Places:**

Huntsville, AL

**Types:**

receipt

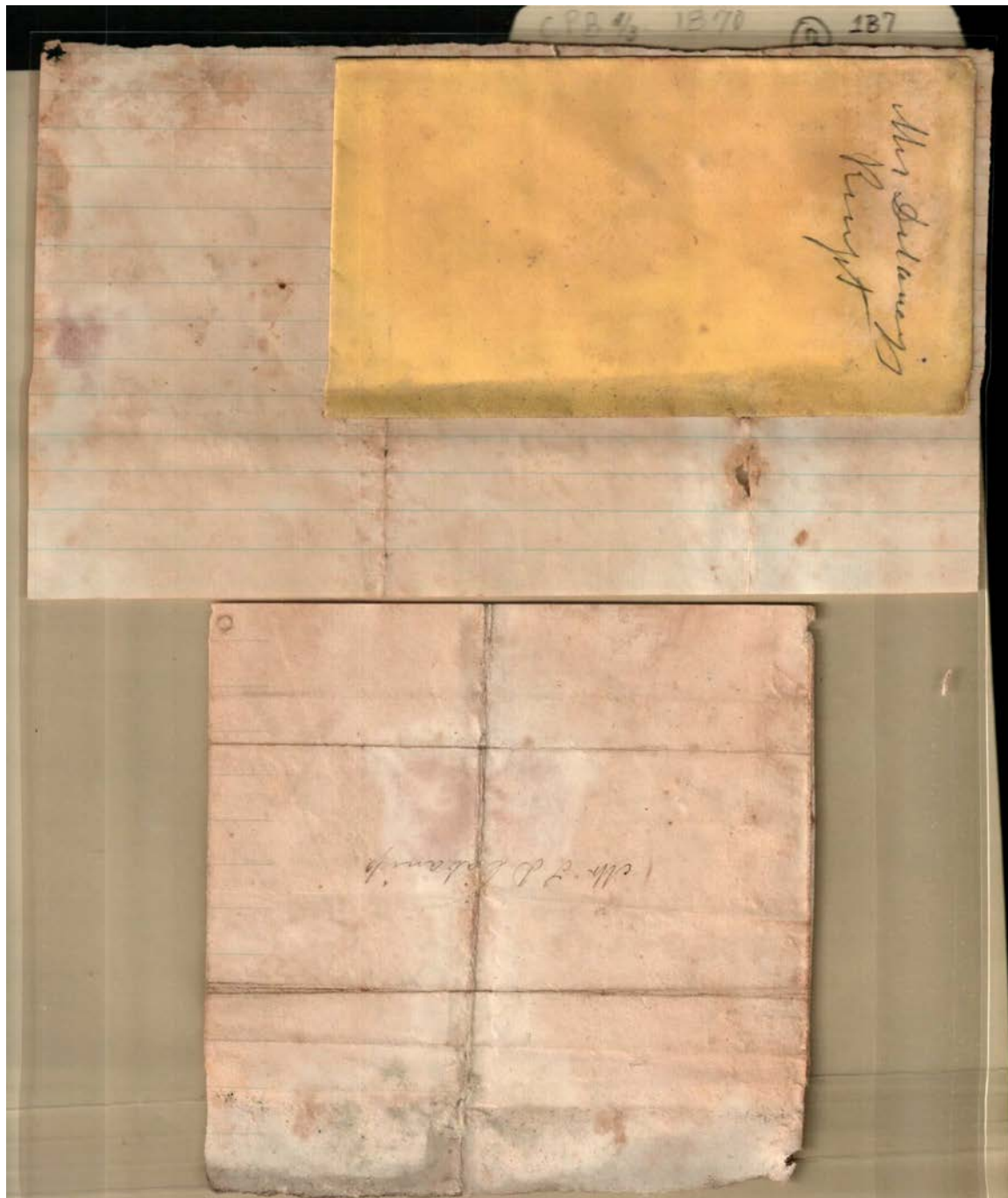
**Dates:**

Jan 10, 1870

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 7, Folder 2

Legal and court documents, 1870 (2 of 3)

Image 18 r01b07-02-000-0028 [Contents](#) [Index](#) [About](#)



**Names:**

Cabaniss, S. D.

Delaney, Mrs.

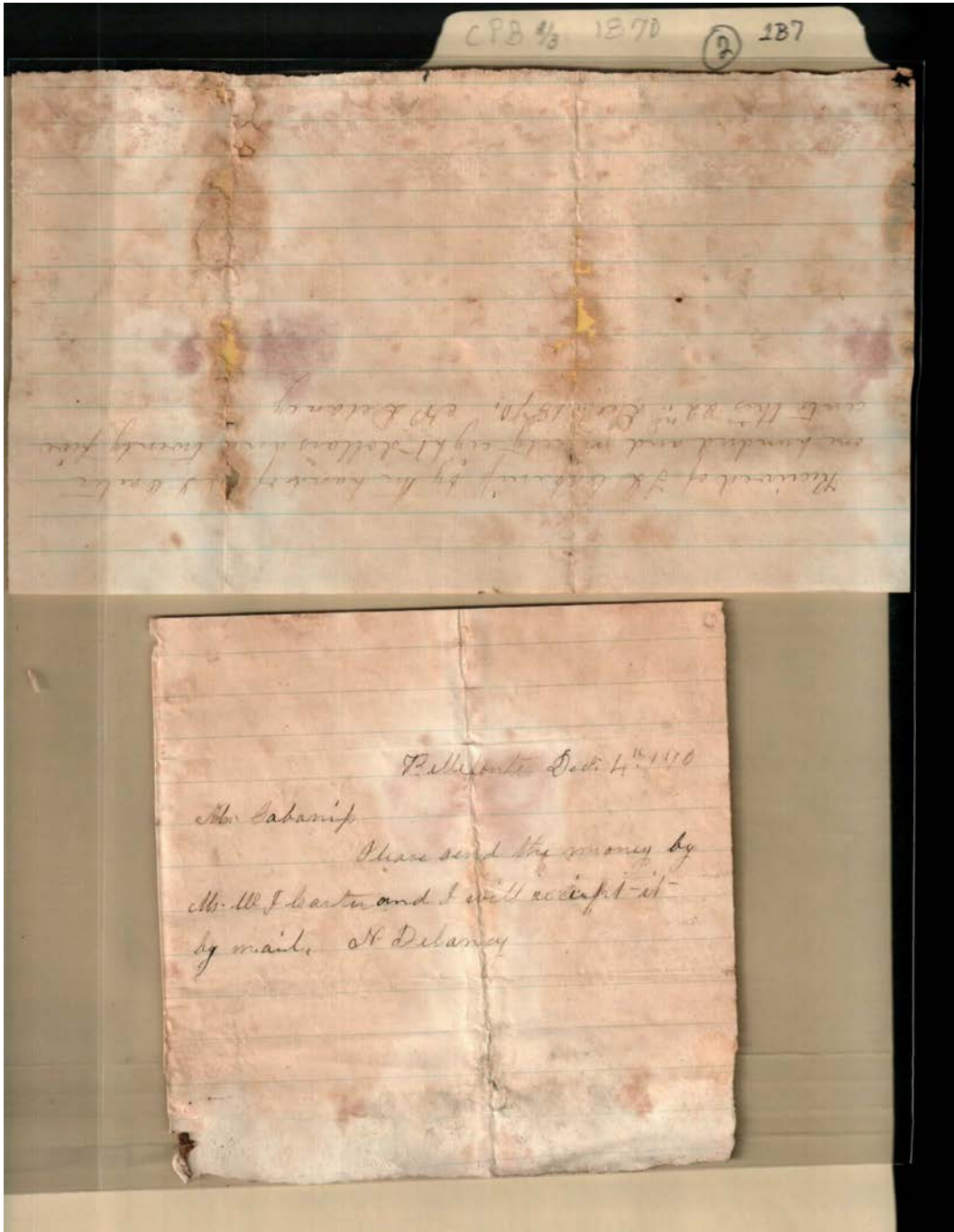
**Types:**

scrap

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 7, Folder 2

Legal and court documents, 1870 (2 of 3)

Image 19 r01b07-02-000-0029 [Contents](#) [Index](#) [About](#)



**Names:**

Cabaniss, S. D.

Carter, W. J.

Delaney, H.

**Places:**

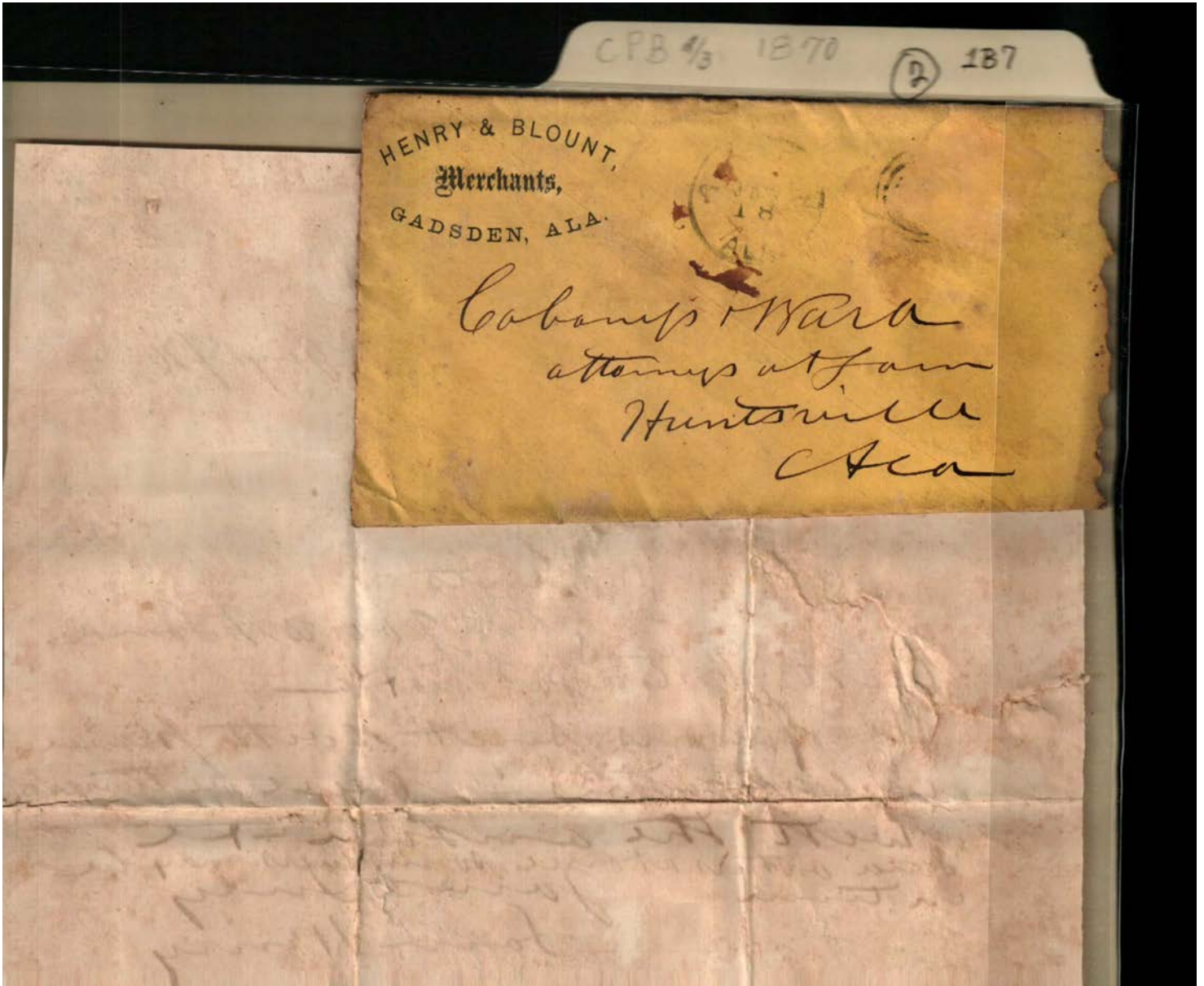
Bellefonte, AL

**Types:**

receipt

**Dates:**

Dec 04, 1870



**Names:**

Blount,

Cabiness, S. D.

Henry,

Ward, F. P.

**Places:**

Gadsden, AL

**Types:**

envelope

CFB 1/3 1870 (2) 187

Gadsden Ala July 18/70

Cabaniss Ward  
Huntsville  
Ala

Dear Sirs

Yours to Sam  
with interrogatories  
The forms sent with former  
interrogatories - were returned  
with the answer - the  
said answer at once, so and they may be  
in time

Yours Truly  
Sam Henry

**Names:**

Cabaniss, S. D.

Henry, Sam

Ward, F. P.

**Places:**

Gadsden, AL

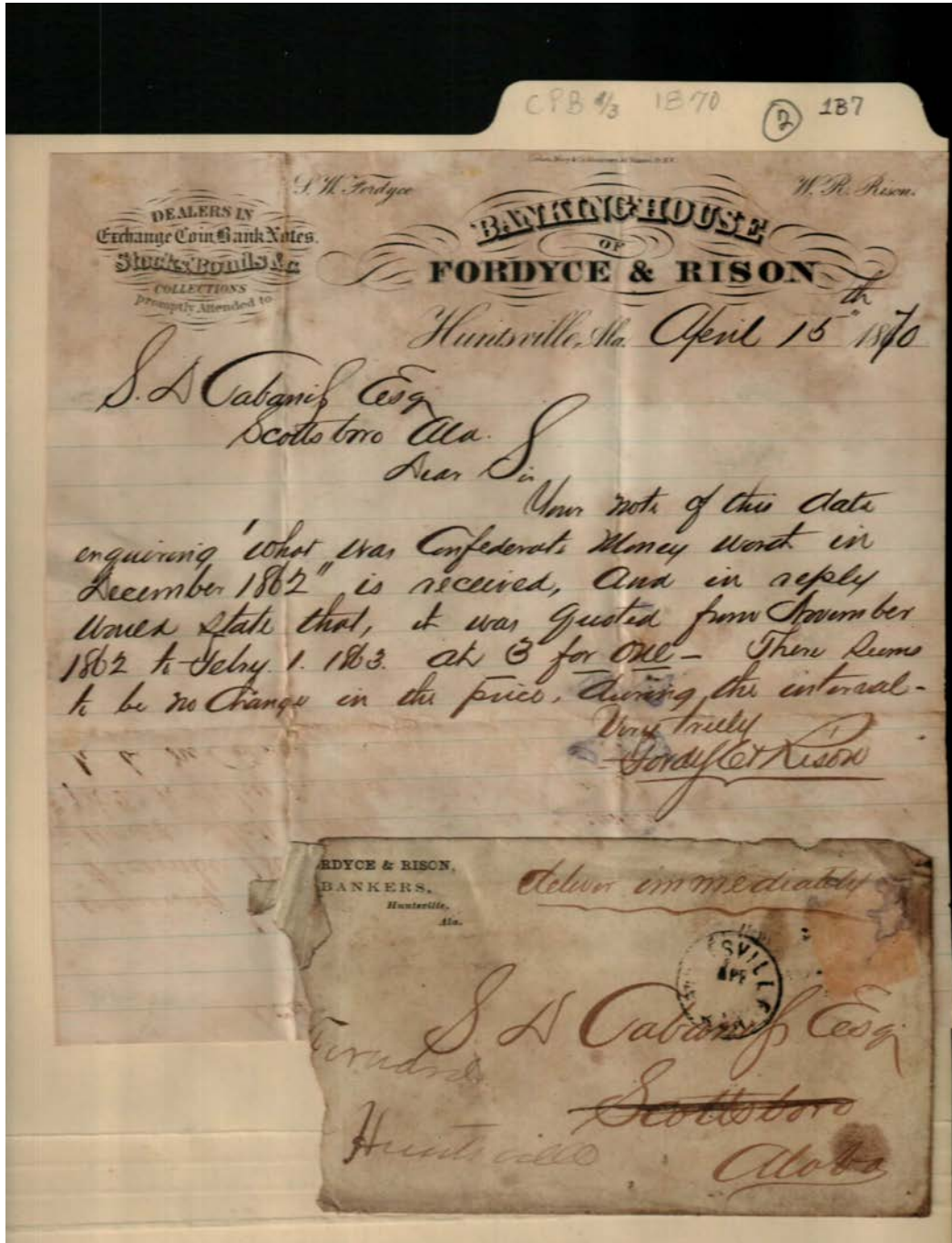
**Types:**

correspondence

**Dates:**

18 Jul, 1870

Jul 18, 1870



**Names:**

Cabaniss, S. D.

Fordyce,

Rison, Gordy C.

**Places:**

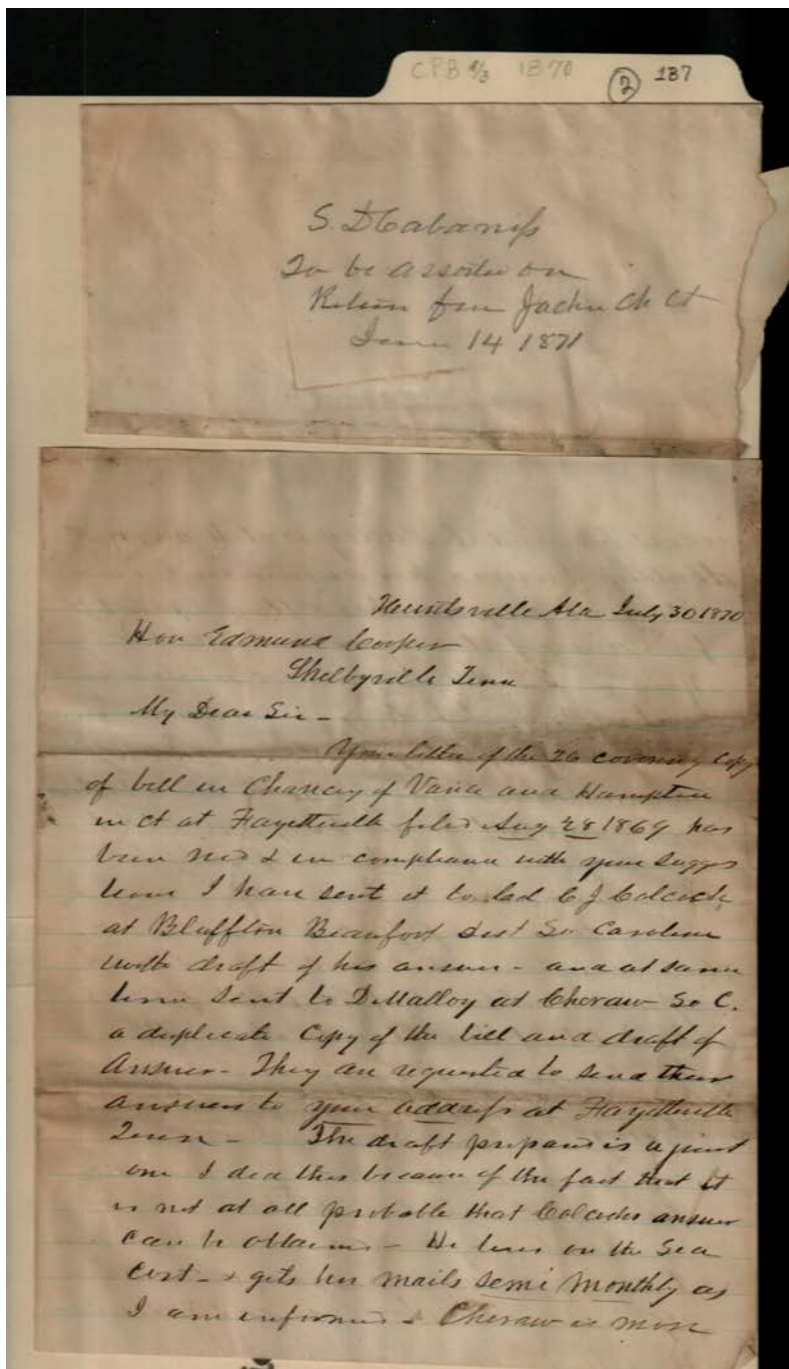
Huntsville, AL

**Types:**

correspondence

**Dates:**

Apr 15, 1870



**Names:**

Cabaniss, S. D.  
Calcock, C. J.

Cooper, Edmund  
Hampton,

Malloy, D.  
Vance,

**Places:**

Huntsville, AL

**Types:**

correspondence

**Dates:**

Jul 30, 1870

CPB 4/3 1870 (2) 187

accessible, and if Malloy is at home, will  
doubtless furnish an answer in terms  
The draft prepared has a blank space left  
for answer of answer to be added by  
you - <sup>if you check it to do so.</sup> T. S. McCalley is a discharged bank  
rupt and Hugh L. Clay is his assignee in  
bankruptcy - Clay has been suddenly  
summoned to Arkansas to see a brother  
in law, about to die I suppose, at Hot  
Springs - I had thought of getting his  
answer, but to be used if you should  
need it in case of failure to obtain the  
others - Since that can't be done I send  
you a certificate of the Clerk of the US  
Dist Ct at this place to show the  
bankruptcy of McCalley - I did not  
use the bankruptcy of McCalley in this  
draft of answer prepared because I did  
not know certainly that you would  
use that fact to be certain -  
I write to you about a week since asking  
if my presence at the approaching term  
of the London Ch Ct could be dispensed

**Names:**

Clay, Hugh L.

Malloy, D.

McCalley, T. S.

**Types:**

correspondence



CPB 4/3 1870 (D) 187

with - about the time I expected an answer  
to my letter. your letter every copy of bill comes  
but as yet I have no reply to my enquiry -  
I am anxious to be released from attend-  
ing the Court, but will stay & attend Court  
if help be likely to result from my absence -  
When will you leave home to go to Fayetteville  
Court? What public conveyance if any have  
you - I had some thought of starting on  
my journey to St Louis and calling at  
Shelbyville & going from there to Court if  
needed - & if not to go onward -  
Your recent letter gave me the first  
information as to the Vana & Hampton  
Suits - How still it was kept? I conversed  
with the Register in Jay last about the  
other suits - strange he did not tell me of that  
bill? Is it necessary for me to know  
any proof taken in the other suits? -  
What reason is given by Kucherall  
for withdrawing from the cases? Is he  
offended with me or Couscain & perhaps  
you, or both? - Yours &c  
J. S. Cabaniss

**Names:**

Cabaniss, S. D.

Hamilton, Vana L.

Kucherall,

**Types:**

correspondence

CPB 4/3 1870 (2) 187

P.S. If the <sup>entry</sup> Judgment at law does not show the order of liability among the parties to the bill of exchange will not that dispose of Vance's Bill, when properly presented?

The Bill alleges that Complainants are ad audi & believe that the proposed order of liability is specifically recited in the Judgment.

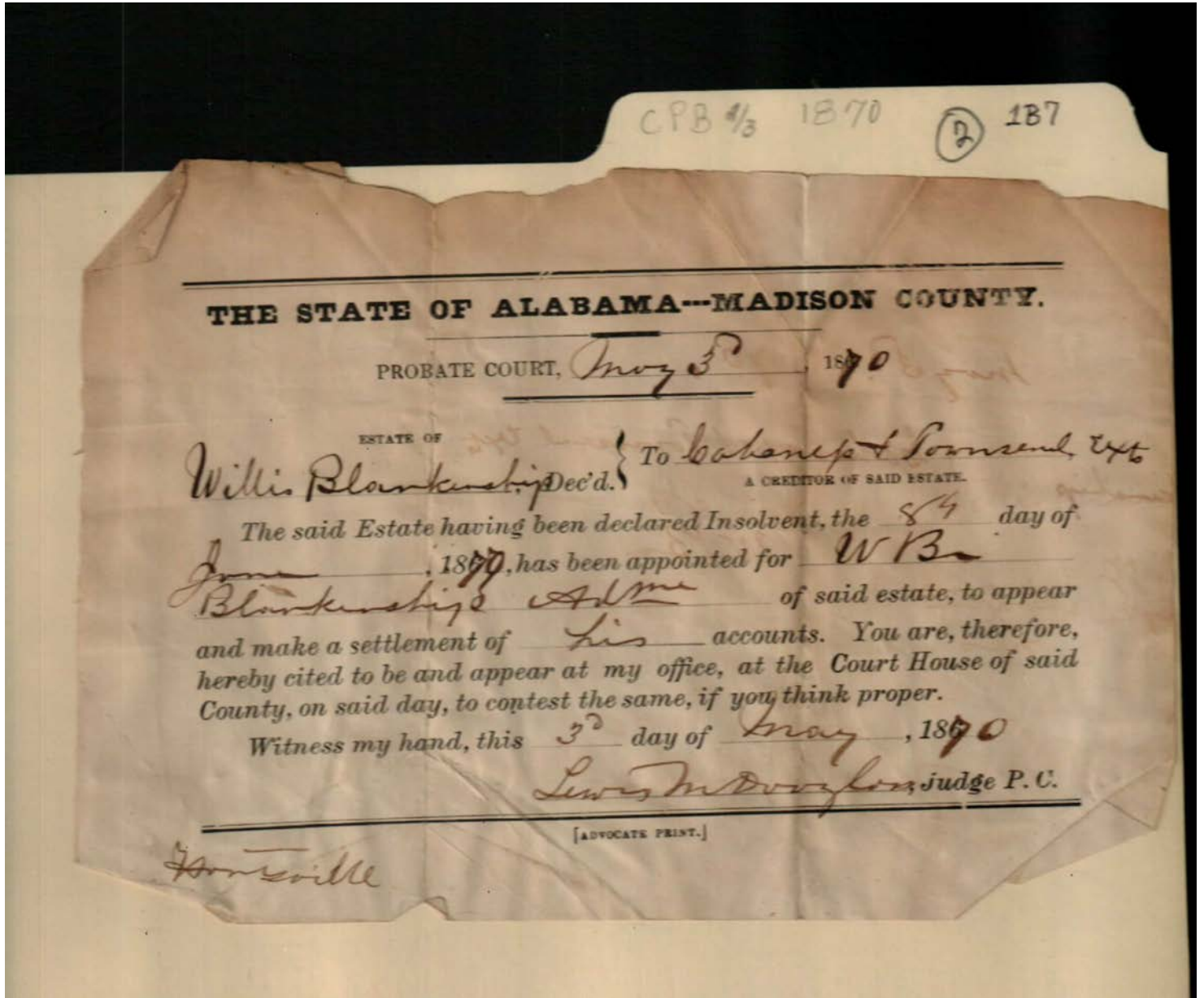
The circumstance that Complainants do not swear positively or that subject creates an imputation on my part to suspect that it is not recited and as I did not remember the language of the Judgment. I stated in draft of answer that respondents could not then answer but would furnish transcript of judgment

**Names:**

Vance,

**Types:**

correspondence



**Names:**

Blankenship, Willis

Cabiniss,

Douglas, Lewis M.

Townsend,

**Places:**

Madison CO, AL

**Types:**

appointment

**Dates:**

May 03, 1870

CPB 43 1870 (2) 187

The Lewis Tract, consisting of.

The  $W\frac{1}{2}$  of  $NW\frac{1}{4}$  of Section 17. The  $W\frac{1}{2}$  of the  $SW\frac{1}{4}$  of Sec 8, the ~~SW~~  $SE\frac{1}{4}$  of Sec 7, and the North East  $\frac{1}{4}$  of the  $S.W\frac{1}{4}$  of Sec 7. N. 6 E. & containing in all about 360 acres.

The Wilmouth Tract consisting of the  $W\frac{1}{2}$  of  $NW\frac{1}{4}$  of Sec 8. The North East cor of Sec 7 & the East half of the North West  $\frac{1}{4}$  of Section 7, containing in all about 320 acres.

The Harris Tract consisting of the  ~~$W\frac{1}{2}$~~   $SW\frac{1}{4}$  of Sec 5, the  $W\frac{1}{2}$  of  $SE\frac{1}{4}$ , the  $SE\frac{1}{4}$  of Sec 6 and the  $SE\frac{1}{4}$  of  $SW\frac{1}{4}$  Sec 6 & containing in all 280 acres.

The Hollow. consisting of the  $SE\frac{1}{4}$  of  $NW\frac{1}{4}$  of Sec 5 & containing about forty acres.

The Mountain tract containing about 200 acres and consisting of the  $W\frac{1}{2}$  of  $SE\frac{1}{4}$ , and  $SE\frac{1}{4}$  of  $SE\frac{1}{4}$  of Sec one and the North half of the  $N.E\frac{1}{4}$  of Sec 12. S. 3 N. 5 East.

880
-240
360
-320
-280
40
200
<hr style="width: 50px; margin-left: 0;"/>
1320

**Names:**

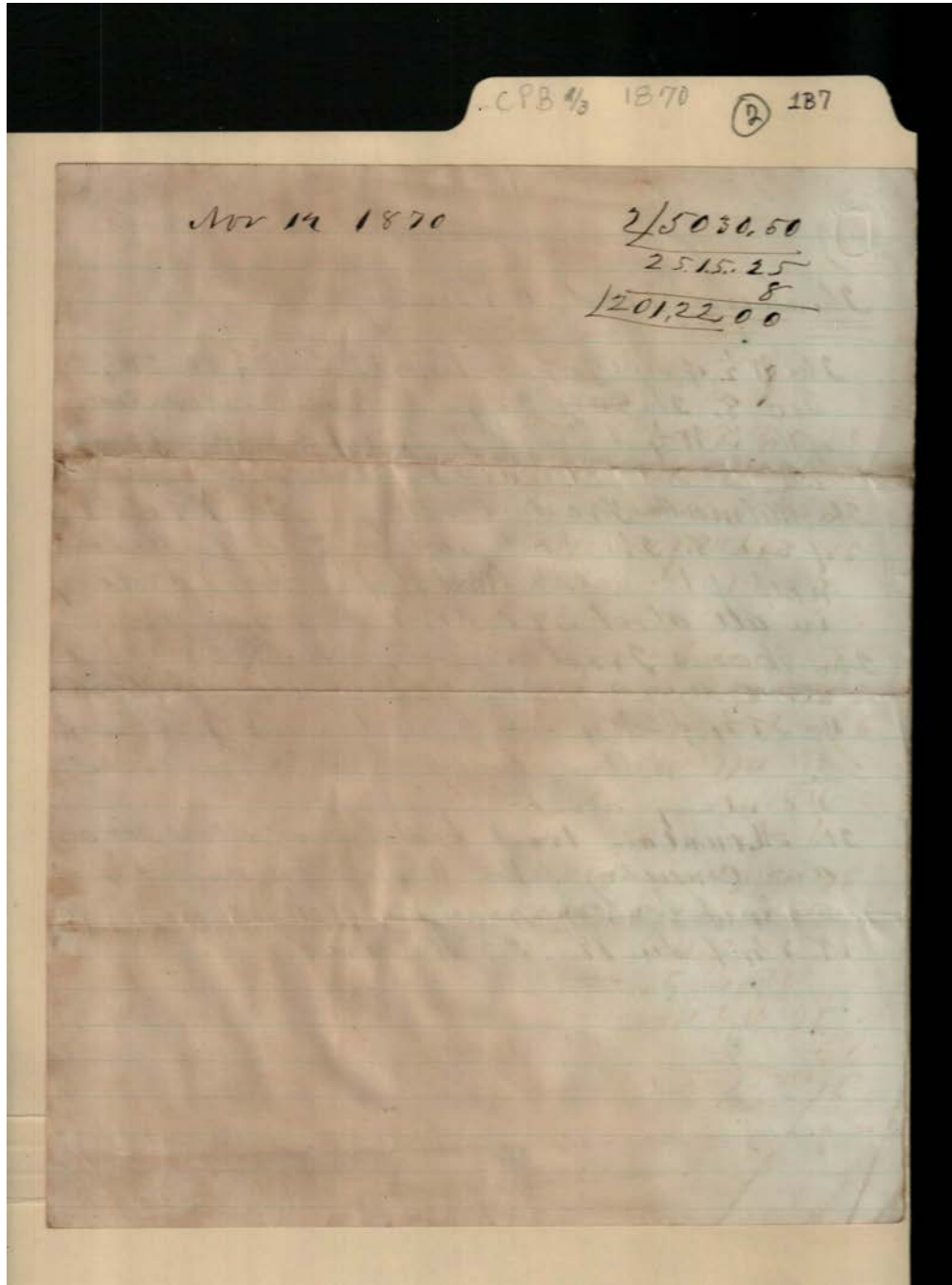
Harris,

Lewis,

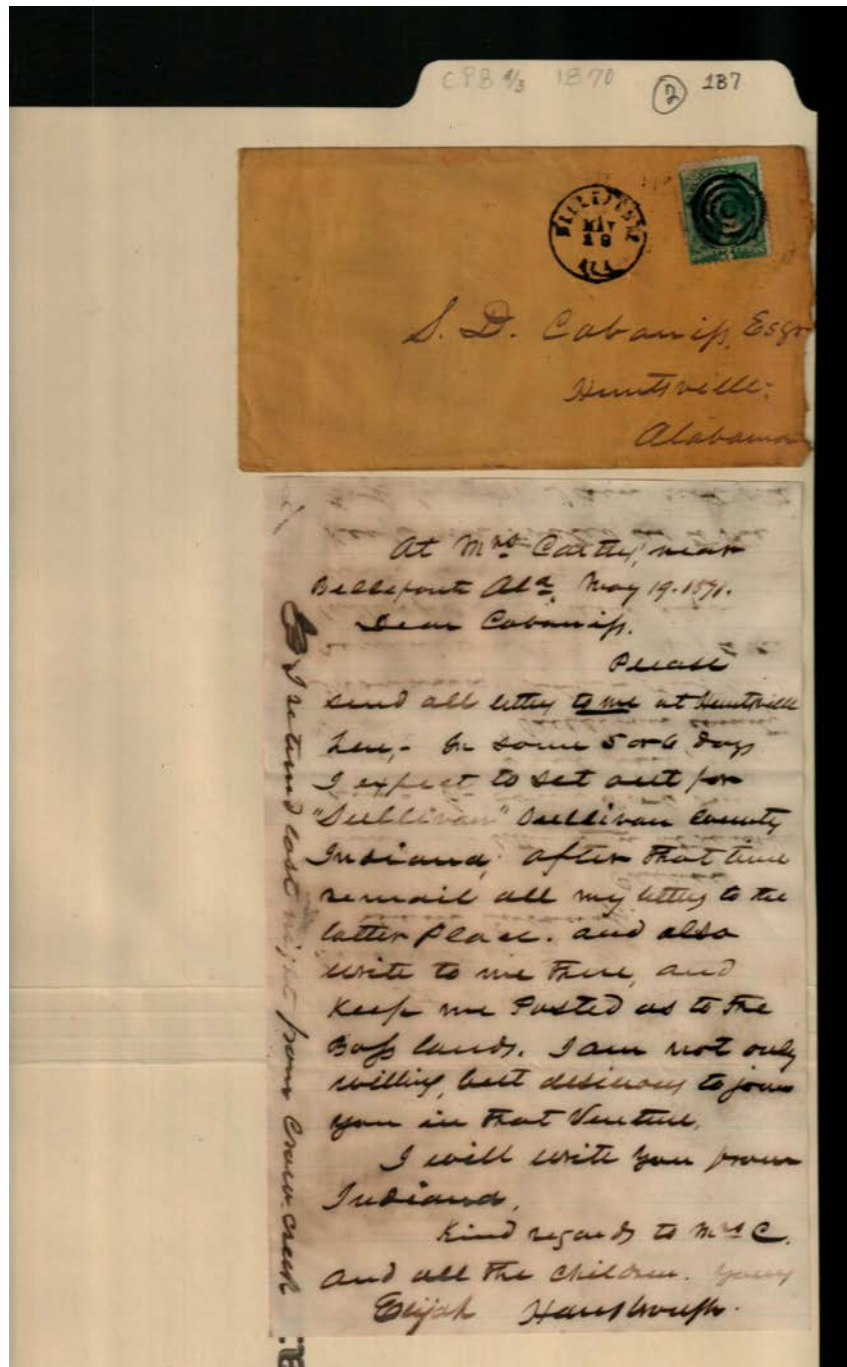
Wilmouth,

**Types:**

land description



Types:  
scrap



**Names:**

Cabaniss, S. D.

Carthy, Mrs.

Hansbrough, Elijah

**Places:**

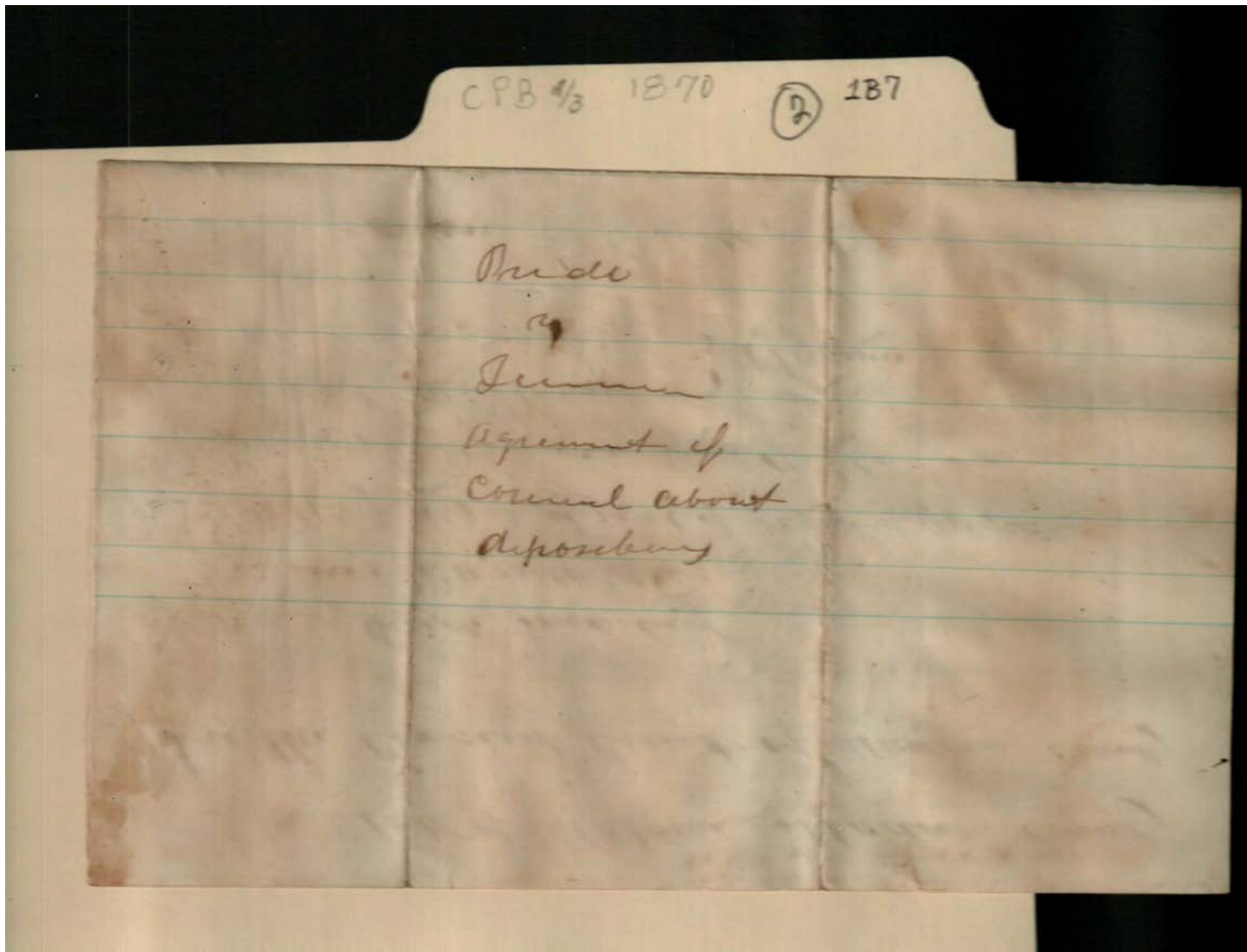
Bellefonte, AL

**Types:**

correspondence

**Dates:**

May 19, 1871



**Names:**

Inman,

Pride,

**Types:**

memo

CFB 4/3 1870 (D) 187

The State of Alabama Madison County  
 In the Circuit Court of Madison County

John F. Pride executor of  
 James Barnett dec'd  
 No 8497 vs Inal of Right of Property  
 Henry P. Turner def in ex  
 Daniel H. Turner }  
 H. P. Turner Jr } Claimants

vs John F. Pride  
 8498 vs  
 Same defendants

It is agreed that any depositions which  
 may be taken in either of the above causes  
 may be used in both cases as if taken  
 upon commissions issued in each  
 case - The object of this agreement  
 being to avoid the trouble & expense of  
 taking the depositions of the same witnesses  
 in both cases - May 7, 1870

Catcamp & Ward  
 Robinson & Walker  
 atty for claimants  
 W. H. Buckler for plaintiff

**Names:**

Barnett, James  
Buckel,  
Cabiniss,

Pride, John F.  
Robinson,  
Turner, Daniel N.

Turner, H. P., Jr.  
Turner, Henry P.  
Walker,

Ward,

**Places:**

Madison Co, AL

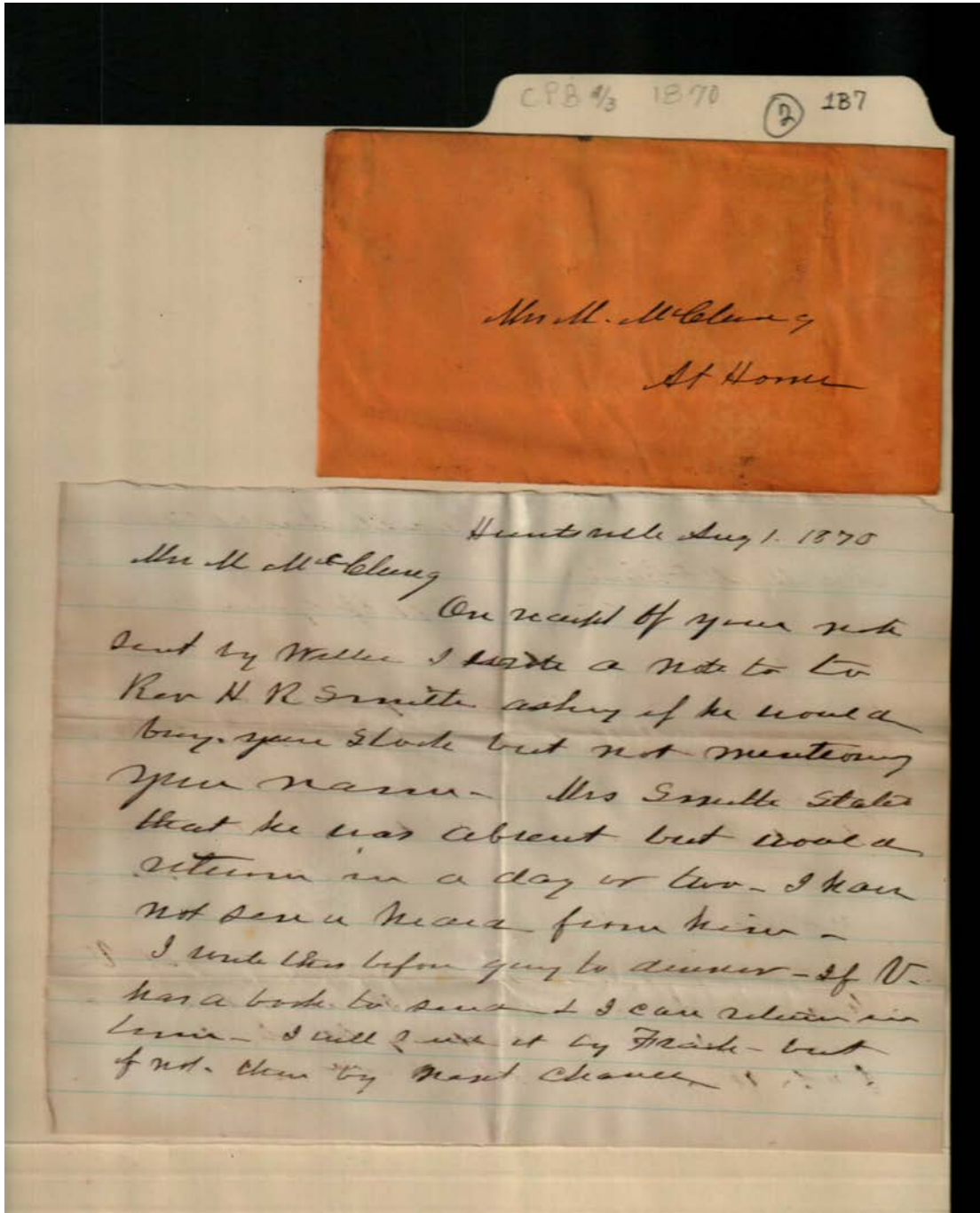
**Types:**

agreement

**Dates:**

May 07, 1870





**Names:**

, Frank  
McClung, M., Mrs.

Smith, H. R., Rev.  
Smith, Mrs.

Weller,

**Places:**

Huntsville, AL

**Types:**

correspondence

**Dates:**

Aug 01, 1870

CPB 4/3 1870 (D) 187

Courtland Ala Dec 9<sup>th</sup> 1870  
Messrs Cabanis & Ward

I wrote to you some time since in  
relation to executions on the estate of  
A. J. Harris but have got no answer yet. it is  
said by some attorneys that they are issued  
wrong they are vs A. C. Ashford as admr & he  
is not now the admr. young Jack Harris is  
please write me at once what course to  
take in this matter. as you will expect  
me to do something in the matter by court  
please write me immediately  
Direct to me at Town Creek Ala  
yours Respectfully  
J. S. Simpson  
Shff. L. Co.

**Names:**

Ashford, W. E.  
Cabaniss,

Harris, Jack  
Harris, W. J.

Simpson, J. S.  
(Sheriff)

Ward,

**Places:**

Courtland, AL

**Types:**

correspondence

**Dates:**

Dec 09, 1870

1870 187

Guntersville June 6<sup>th</sup> 1870

Dear Sir I Received a few lines the 4 of this  
 week from Mr Mastin that he and other  
 had made a compromise with Hickman  
 and wanted to know if I could be also settle  
 that there was about \$1000 on hand with  
 the attorney I never had any hand in  
 paying them I expect to pay you the last  
 Cent your charge on but I don't expect  
 to pay them any more I give old man  
 Mather one hundred to help pay Walker  
 & Gordon to locate Washington and I had  
 no weight to pay one cent I never intended  
 to pay Mr Hickman a dime and had no  
 duty Range ment I have sold all of my  
 property except some land and give the  
 money to my children but if they all consent  
 and do what I wish I hold my self  
 bound to do what you say as I love and please  
 you to attend to my business you can  
 say to Mr Mastin that I am ready at any  
 time to Range the amount that my propo  
 rtionable part I am giving away old man  
 got me one to help me and that I will  
 give you a thousand more do what weight  
 your friend  
 William M Griffin

**Names:**

Gordon,  
 Griffin, William M.

Hickman,  
 Mastin, Mr.

Walker,

**Places:**

Guntersville, AL

**Types:**

correspondence

**Dates:**

Jun 06, 1870

CFB 43 1870 (2) 187

111

The recent Amendments of the Constitution of the United States having been recognized as valid by all the departments of the Federal Government and acquiesced in by the people of the several States; all controversy, if any now exists, touching their validity should cease -

In disclaiming however as we do any purpose to make further question of the binding efficacy of any of said Amendments We nevertheless declare it to be the solemn conviction of this Convention, that the manner in which the ratification of said 14<sup>th</sup> & 15<sup>th</sup> Amendments was obtained, was inconsistent with if not violative of the fundamental principles of our system of government & should not be regarded as fit precedents to be followed in acting upon any future propositions of amendment designed to delegate further powers to the Federal Government or to limit the powers of the States or the reserved rights of the people of such States -

Types:

legal statement

CPB 4/3 1870 (2) 187

2

That in view of the disregard of the fundamental principles of free government manifested by those controlling the present Administration; of their disposition to usurp powers not delegated by the people of these States, and dangerous to their welfare and happiness; in view of the painful evidences of Corruption in many of the Legislative bodies of the States, and especially of the alarming influence exerted upon the Legislation of our Governments State & Federal by powerful combinations of unscrupulous & dangerous men; in the opinion of this Convention, it is important to the preservation of the fundamental principles of free government, & the welfare and happiness of the people of these States

Types:

legal statement

CTB 43 1870 (D) 187

That any future proposals upon the part of Congress to amend the Constitution of the United States, should be submitted for ratification to Conventions or Legislatures of the States, elected, after such proposals are made, and with a view to their action upon them -

That if such proposals involve a change in the Organic Law of a State, they should be ratified in the manner prescribed by the Constitution of such State for the amendment of such Organic Law -

That the people of a State have an inherent right at any time prior to a ratification of such proposals by three fourths of the States, to revoke a ratification previously made by them whether made through Convention or Legislature

Adhering as we do to those fundamental principles of free government

That all governments derive their just powers from the Consent of the governed -

That the people alone can legitimately establish alter or amend Constitutions State or Federal - and that Members of Congress and the Legislatures of the several

BT

Types:

legal statement

CPB 4/3 1870 (2) 187

States are the mere servants and agents of their respective Constituencies.

We maintain that the right of the people of these States to be heard upon any proposition involving the preservation or material alteration of their Constitutions State or Federal should be sacredly regarded as a right inalienable indefeasible and indispensable to the security of all other powers reserved to the States or the people thereof -

That it was designed by the framers of our system of governments that our Constitutions State and Federal and all amendments thereto, should in the language of Alexander Hamilton, "Have their foundations laid deeper than the mere sanction of delegated authority" - that the future of the American Government should in the words of that eminent Statesman "rest upon the solid basis of the consent of the people" That "the streams of National power ought to flow immediately from that pure Original fountain of all legitimate authority"

Types:

legal statement

CFB 4/3 1870 (2) 187

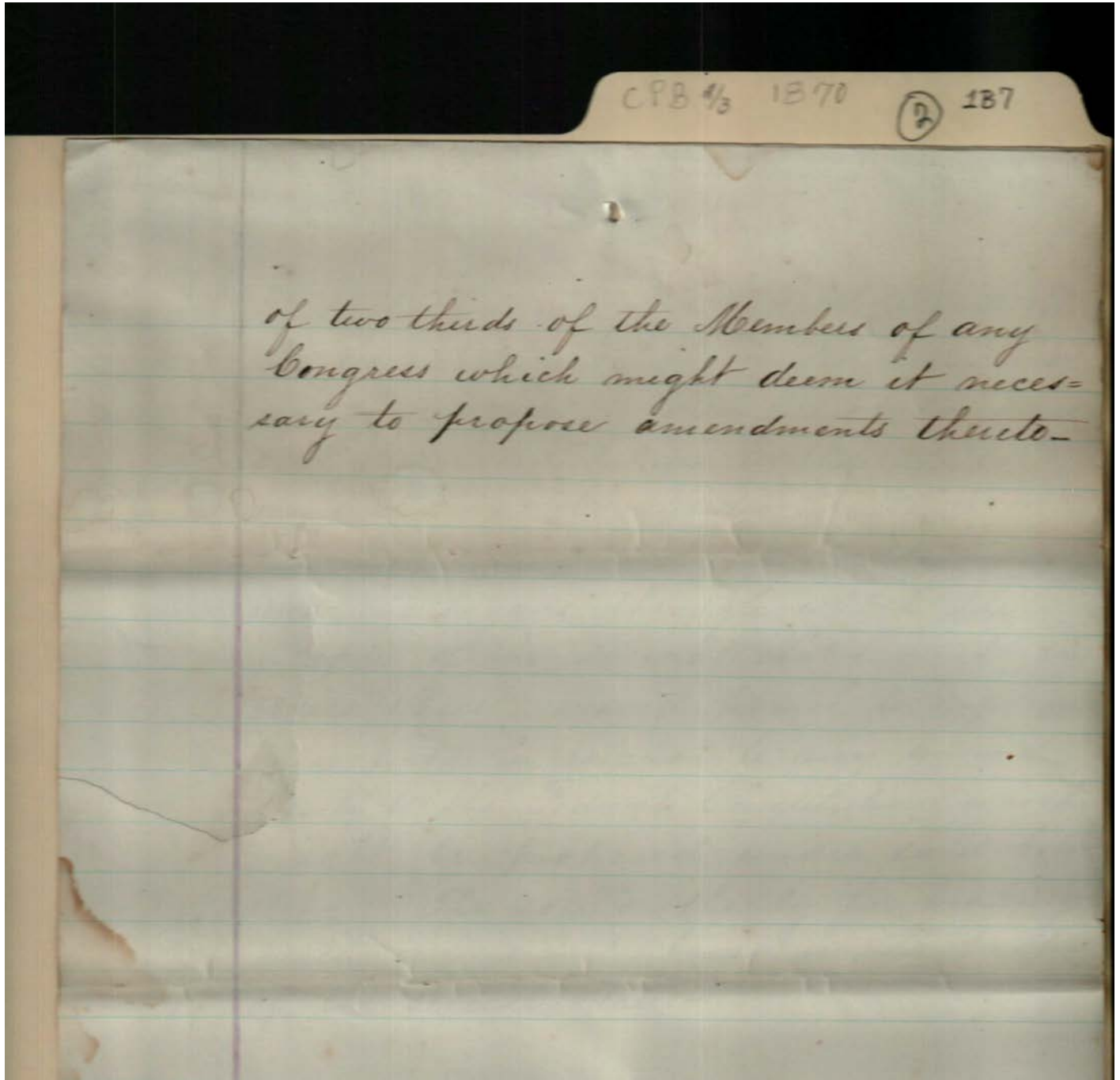
That the purpose of the Fifth Article of the Constitution of the United States was not to delegate to Members of Congress and State Legislatures authority to amend that Constitution or those of the States, but to designate the mode and the organs through which the people of the several States might exercise their reserved power to express their will in relation to any amendments to the Federal Constitution which might be proposed under said Article - The sole authority for making such amendments being in the people of the several States -

That it is unjust to the memory of the great and good men who framed and established the Federal Constitution and inconsistent with events attending its adoption and the principles upon which it was founded, to hold that it was contemplated to provide by the Fifth Article that the right of the people to be heard upon propositions affecting the preservation or alteration of the Constitution should be dependent upon the mere pleasure

**Types:**

legal statement





**Types:**

legal statement

CFRB 4/3 1870 (2) 187

By Mr. Hundley  
Answer to Interrogatories  
1  
All except Mr. Smith and Mrs. Scuggs.  
2  
I do not support the property nor worth  
\$80,000 at those acts.  
3  
I do not  
4  
Answer to Prof. Interrogatories  
1  
The defendant's name and his other names of it.  
2  
Making no real estate and having  
money on mortgage & property.  
3  
He had \$50,000 worth - between 1860 & 1872 -  
in real estate - he could not get out private dealings.  
4  
\$40,000.  
5  
By comparing it with other property and  
the value of its locality.  
6  
I do not.  
7  
About \$61,000 or \$62,000

**Names:**

Hundley, Mr.

Scuggs, Mrs.

Smith, Mr.

**Types:**

deposition

CFB 4/3 1870 (2) 187

8  
\$16,000.

9  
The depth of which the hotel stands are on  
a street enclosed 25 or 30 feet on  
a street contiguous to the hotel  
and running back the depth of the Hotel  
building -

10  
It is -

11  
15 or 160 ft on Randolph and on  
a street 120 or 125 feet.

12  
By contrasting it with adjacent property.  
a similar property.

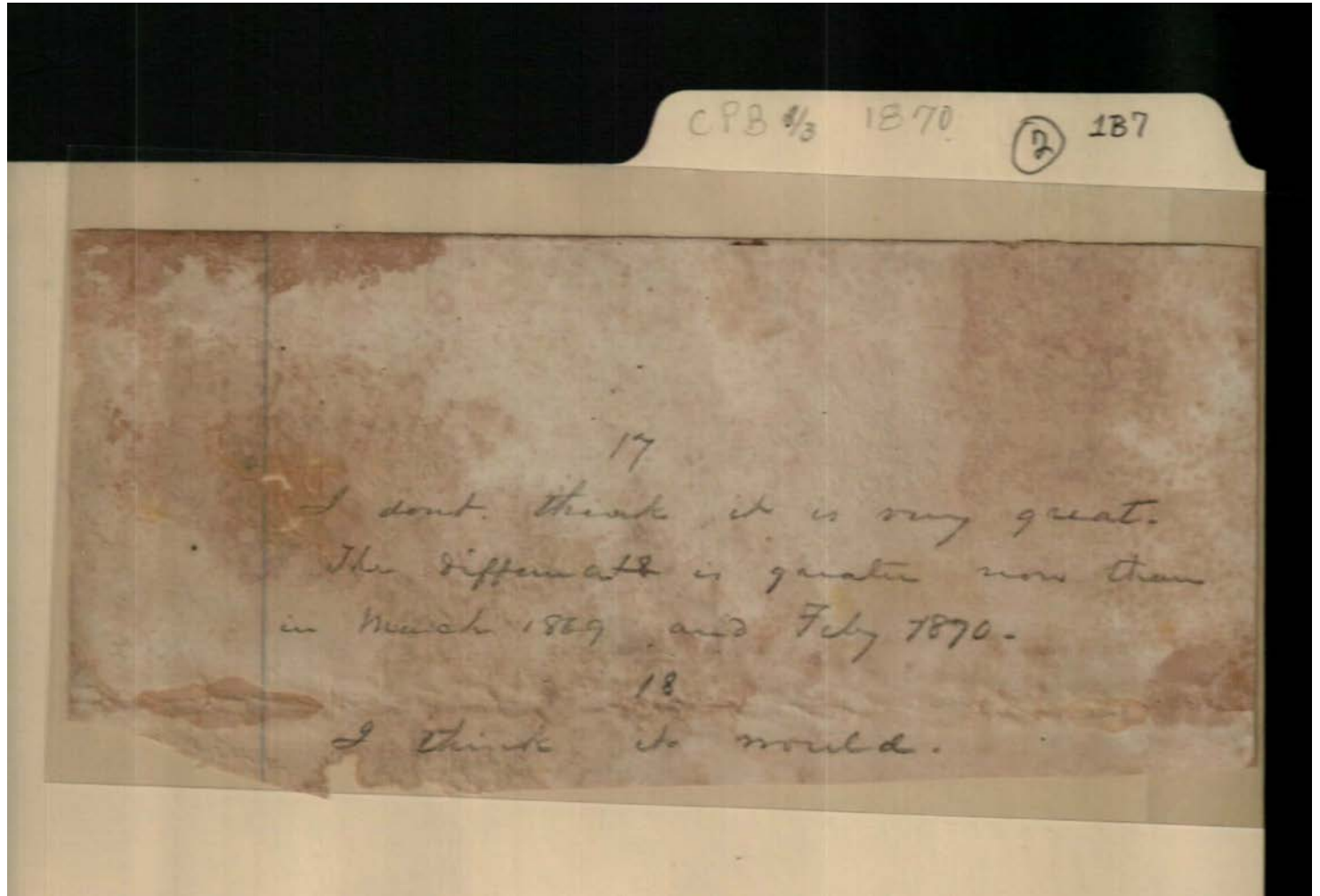
13  
By showing the expense of the  
the work.

14  
12 or 13 per cent. on transactions.

15  
Expense 2 1/2% - expense \$1000. Then out know  
and inform <sup>of him</sup> that the tax expense  
there will be about 2 1/2%.

16  
Robert ~~\$16,000~~ <sup>10,500</sup> and \$11,000. I suppose  
16  
\$10,635  
~~\$10,000~~ - \$11,000. I suppose

Types:  
deposition



**Types:**  
deposition

CPB 43 1870 (2) 187

Holly Green Plantation Ark  
Nov 11/870

S. D. Cabaniss Esq  
Spartanburg Ala.  
Care of W. Cooper  
New Columbia S. C.

I have just recd. I will pay thirteen hundred of  
your bill (13338) of the Commission - One half  
pay \$667.50 Cash balance in 1300 secured by a  
good note & mortgage you necessary you against  
any future indebtedness. I trust you will  
give me the time asked - as the low price of  
Cotton renders it impossible to secure any  
assistance for now - I have sent this by a  
special Messenger to Care of W. Cooper  
who will find it - I can't send anything  
in addition as the Boat is waiting for  
my expressmen - & a note has just come  
to hand - Should be kindred to write me a  
receipt of this - also to Gibbs at Spartanburg  
I have the pleasure to be  
Yours truly  
M. H. Thompson

**Names:**

Cabaniss, S. D.

Cooper, W., Col.

Thompson, M. H.

**Places:**

Holly Green  
Plantation, AR

**Types:**

correspondence

**Dates:**

Nov 11, 1870

CPB 4/3 1870 (2) 187

Memphis Tenn  
Nov 19/1870

S D Cabaniss Esq  
Huntsville Ala: Dear Sir

I am  
just in receipt of yours of 11<sup>th</sup> - You can  
draw on my Merchants Welf Pettit & Simpson  
Memphis for the cash payment say Six  
Hundred & Sixty seven <sup>50</sup> cents (667.<sup>50</sup>) and  
specify the sort of a note you desire  
payable in say 12 mos. I can not  
leave my business to go to Huntsville  
neither do I see my necessity to do so

**Names:**

Cabaniss, S. D.

**Places:**

Memphis, TN

**Types:**

correspondence

**Dates:**

Nov 19, 1870

CPB 4/3 1870 (D) 187

as I have all confidence in your  
integrity and believe you will do me  
justice. Thanking you for the interest  
you have shown in my behalf  
I remain Very Truly  
Yours  
M. H. Thompson  
Care Pettit & Simpson  
#15 Union St. Memphis

**Names:**

Card,

Pettit,

Thompson, M. H.

**Types:**

correspondence

CPB 4/3 1870 (D) 187

Huntsville Alabama  
Nov 3. 1870

Matthew H. Thompson Esq  
Care of Pettell & Thompson  
Memphis Tenn

Dear Sir -

In our conversation in August last I promised to see Mr Gibbs when occasion should occur & see if an arrangement could be made for the compromise of the indebtedness of him & yourself to the estate of Innocent or Vincent brother of Mr Gibbs dated Dec 4. 1866 & payable at 12 mo with int from its date so as to relieve you from any future accountability to them - I did not get back home until about 3 weeks ago & did not meet with Mr Gibbs to day - I have just parted with him - He called to talk with me about the claim - I offered to take from him & yourself in full satisfaction of the claim the face of the note thirty two hundred and fifty five dollars - and suggested that if he would pay \$2255. I thought I agree to

**Names:**

Gibbs, Mr.

Thompson, Matthew  
H.

**Places:**

Huntsville, AL

**Types:**

correspondence

**Dates:**

Nov 03, 1870



CPB 43 1870 (2) 187

release you from any accountability to him  
that I could perhaps get you to pay one  
thousand dollars - He did not assent  
to that but said that he would agree to  
pay one thousand dollars this fall  
and one thousand dollars twelve months  
after without interest - I release you  
from accountability & leave me to get  
what I could out of you - I refused  
to accede to that - but said to him  
that I would accede to ~~that~~<sup>it</sup>, if you  
would pay me \$1325 - by half bal  
of the principal and put on Gibbs deferred  
payment - I said to him that if you  
would do so, I would settle ~~with~~ <sup>with</sup> the  
term subject of course to the approval  
of the Court of Chancery & promised  
to write to you to day

**Names:**

Gibbs,

**Types:**

correspondence

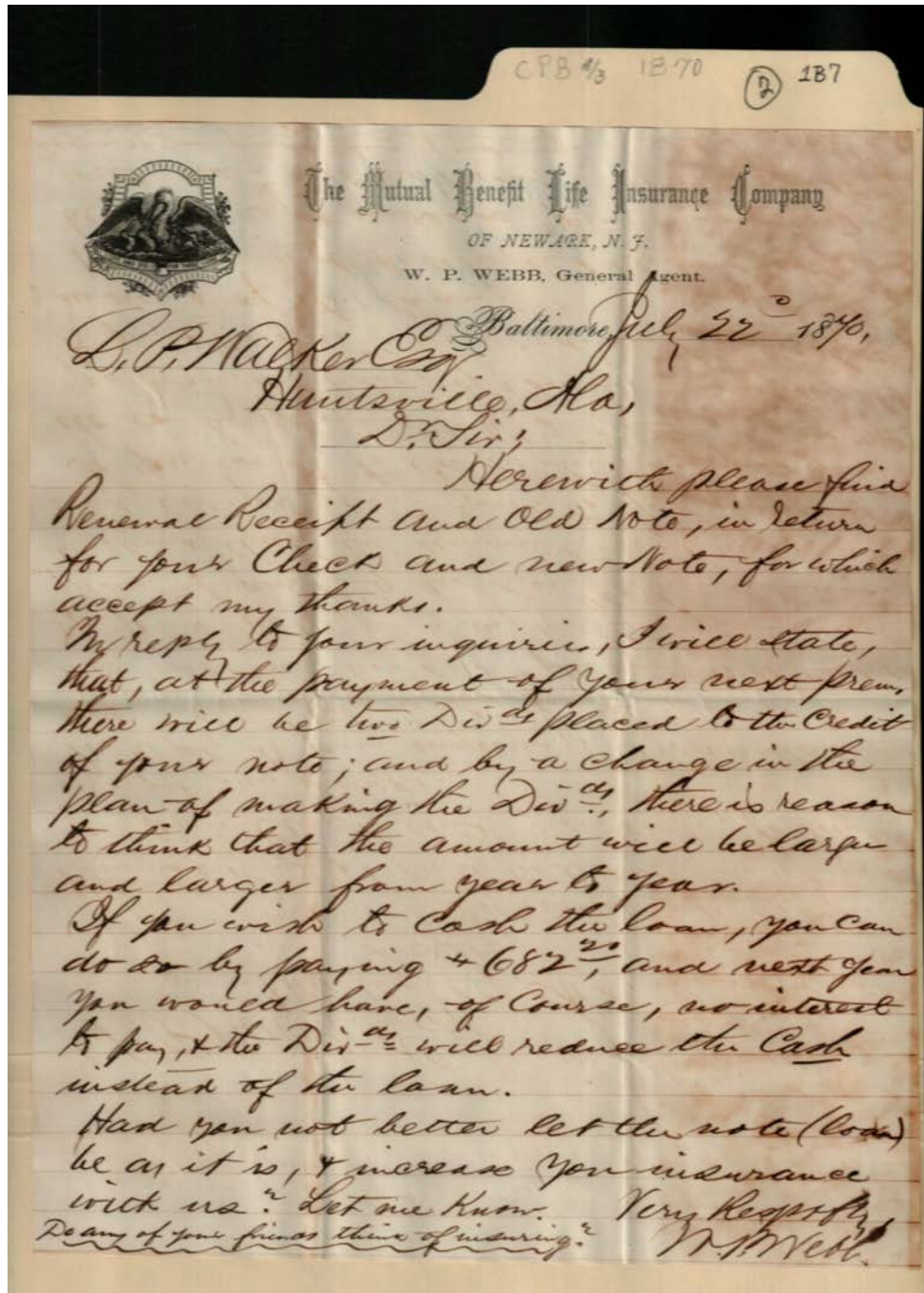


**Types:**

correspondence

**Dates:**

Jul 22, 1870



**Names:**

Walker, L. P.

Webb, W. P.

**Places:**

Baltimore, MD

**Types:**

correspondence

**Dates:**

Jul 22, 1870

CPB 1/3 1870 (2) 187

Sept 26, 1870

Dear Sir

I have the honor to acknowledge the receipt of your letter of the 21st inst. in relation to the value of the stock of the Topeka & Lawrence Railroad Co. which you have placed in my hands for my consideration. I have the honor to inform you that I have been advised by the Board of Directors of the Topeka & Lawrence Railroad Co. that the value of the stock of the Topeka & Lawrence Railroad Co. is \$100,000.00. I have the honor to inform you that I have been advised by the Board of Directors of the Topeka & Lawrence Railroad Co. that the value of the stock of the Topeka & Lawrence Railroad Co. is \$100,000.00. I have the honor to inform you that I have been advised by the Board of Directors of the Topeka & Lawrence Railroad Co. that the value of the stock of the Topeka & Lawrence Railroad Co. is \$100,000.00.

**Names:**

Brickage, Lewis

Bushell,

Walker, L. P.

**Places:**

Topeka, KS

**Types:**

correspondence

**Dates:**

Sep 26, 1870

CPB 4/3 1870 (2) 187

*[Faint, mostly illegible handwritten text in cursive script, likely a letter or legal document.]*

*[Vertical handwritten notes on the right side of the page:]*  
Dated 10/10/70  
Received of money \$100  
for the purpose of...

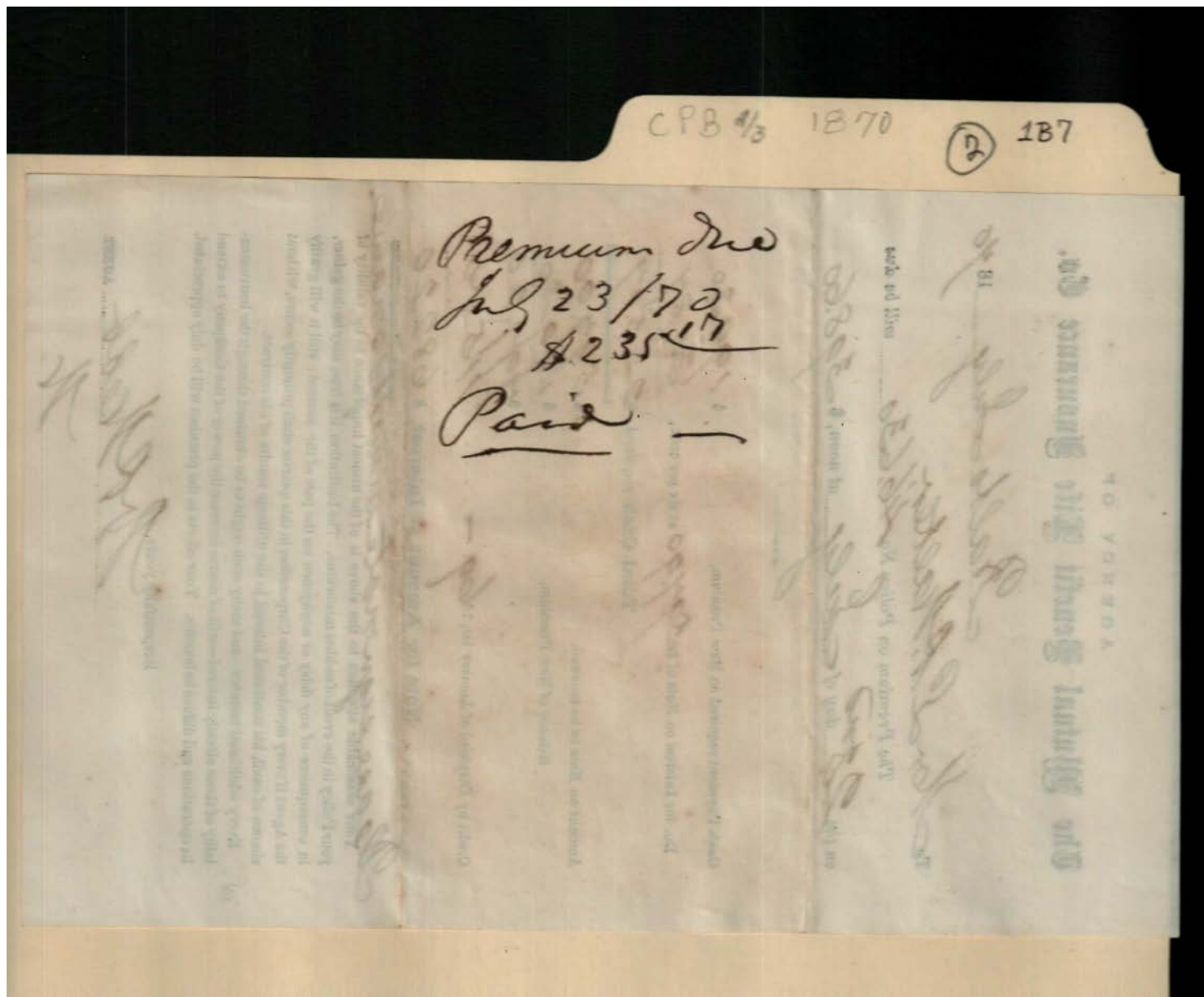
Types:  
correspondence



CPB 1/3 1870 (2) 187

The purchase of the land...  
 may be made...  
 that the land should be...  
 me at a sum...  
 real value...  
 Bankrupt of...  
 agency of...  
 to redeem...  
 of a...  
 about 20...  
 of...  
 named by...  
 I think it is...  
 repaired...  
 much...  
 near the...  
 If...  
 should be...  
 Get...  
 any...  
 due on...  
 I will pay...  
 mission...  
 it should be...  
 for...  
 that I...  
 my...  
 I...

Types: correspondence



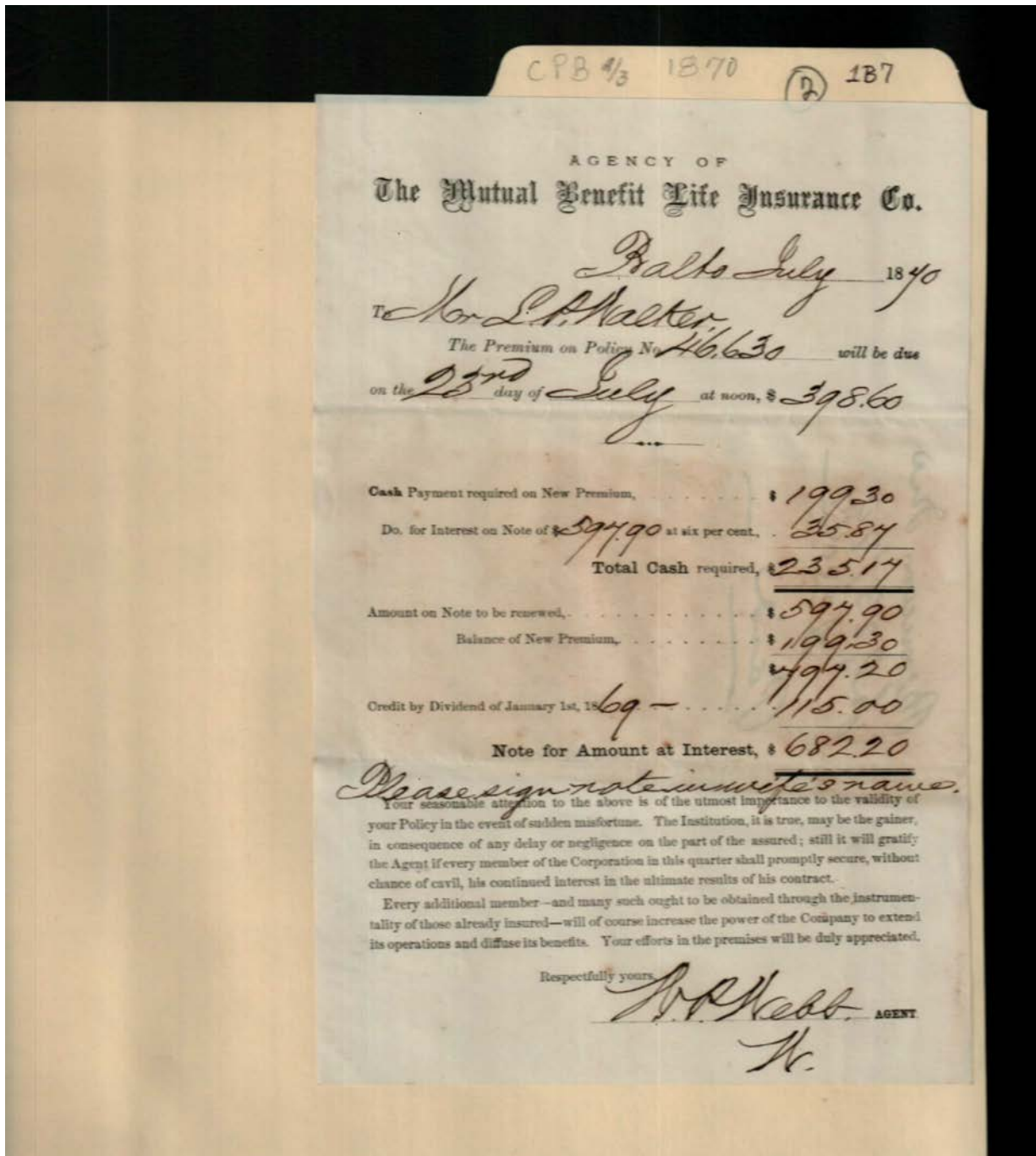
**Types:**

memo

**Dates:**

Jul 23, 1870





**Names:**

Walker, L. P.

Webb, W. P.

**Places:**

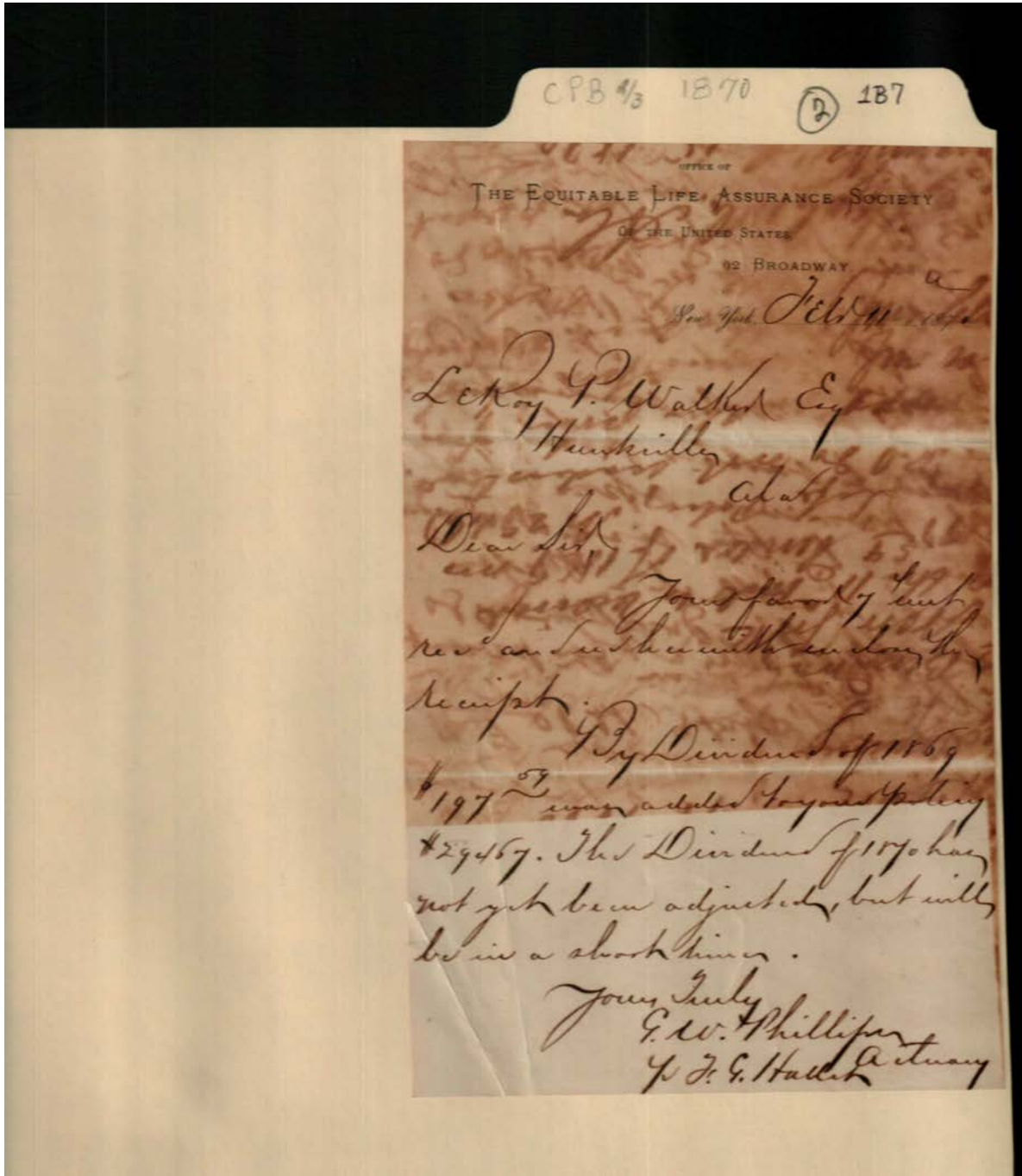
Baltimore, MD

**Types:**

receipt

**Dates:**

Jul 23, 1870



**Names:**

Hallet, F. G.

Phillips G. W.

Walker, LeRoy P.

**Places:**

New York, NY

**Types:**

correspondence

**Dates:**

Feb 11, 1870



**Names:**

Walker, LeRoy P.

Webb, W. P.

**Places:**

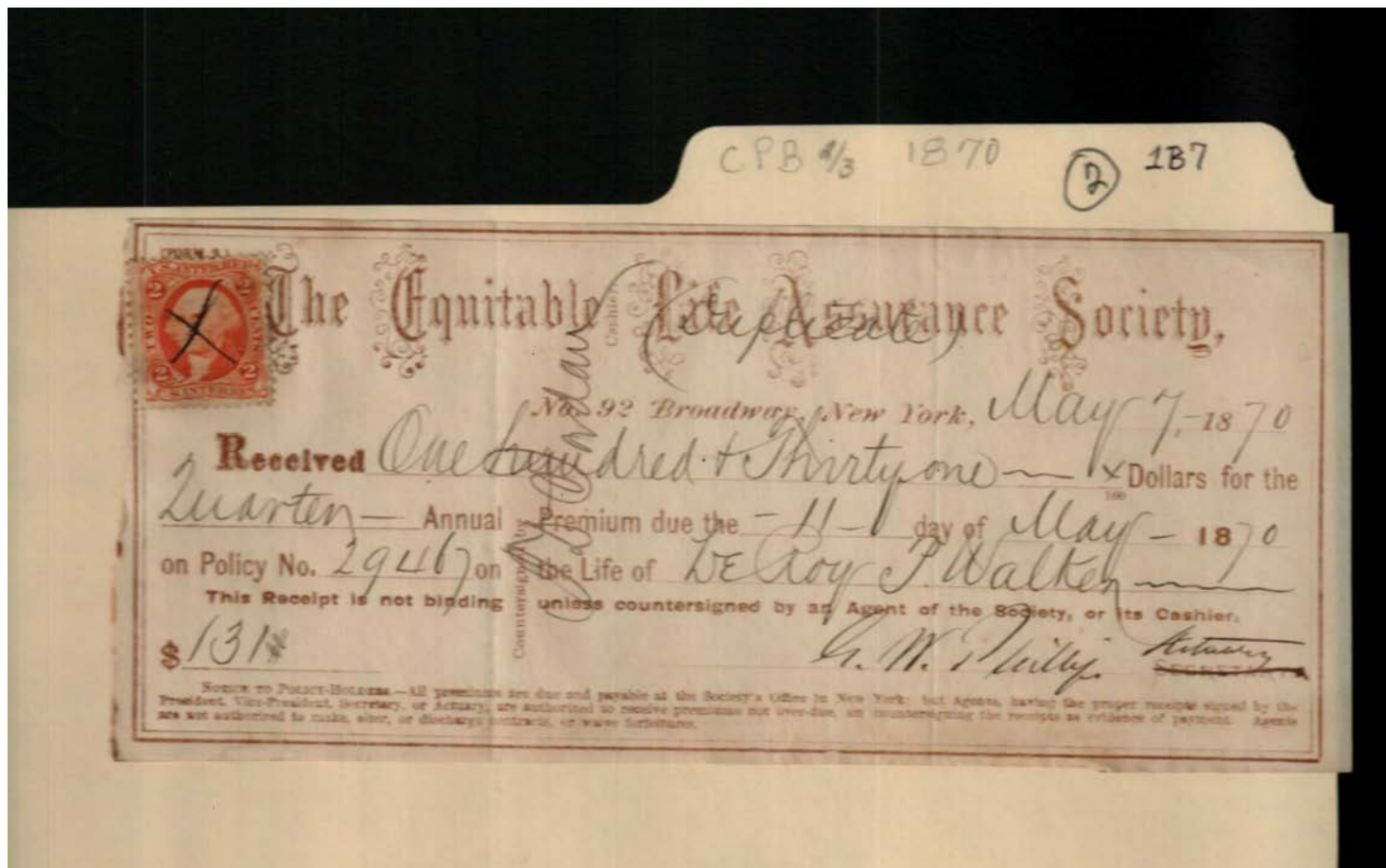
Newark, NJ

**Types:**

receipt

**Dates:**

Jul 23, 1870



**Names:**

Philly, G. W.

Walker, L. P.

**Places:**

New York, NY

**Types:**

receipt

**Dates:**

May 07, 1870



**Names:**

Philly, G. W.

Walker, L. P.

**Places:**

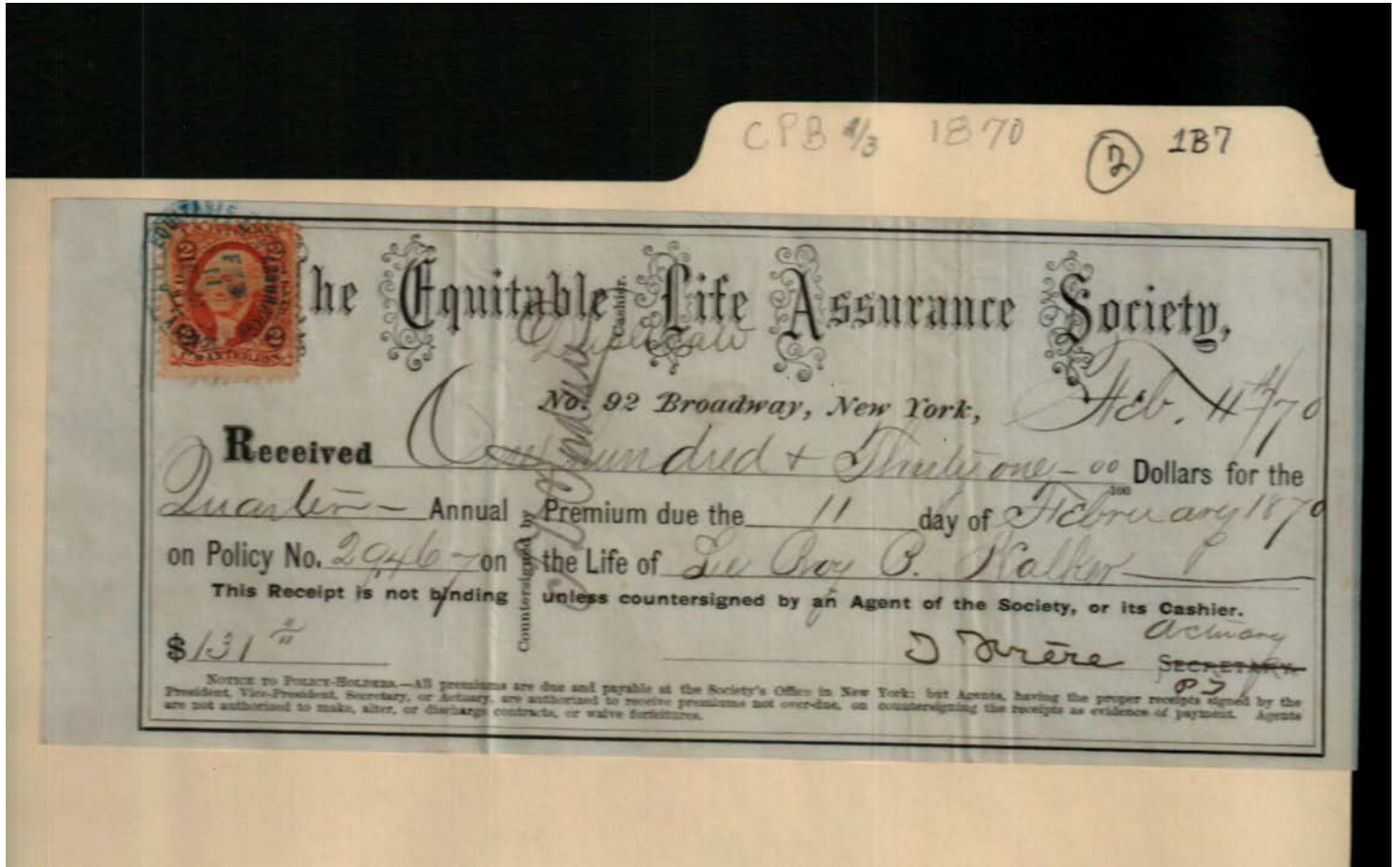
New York, NY

**Types:**

receipt

**Dates:**

Oct 01, 1870



**Names:**

Turere, T.

Walker, LeRoy P.

**Places:**

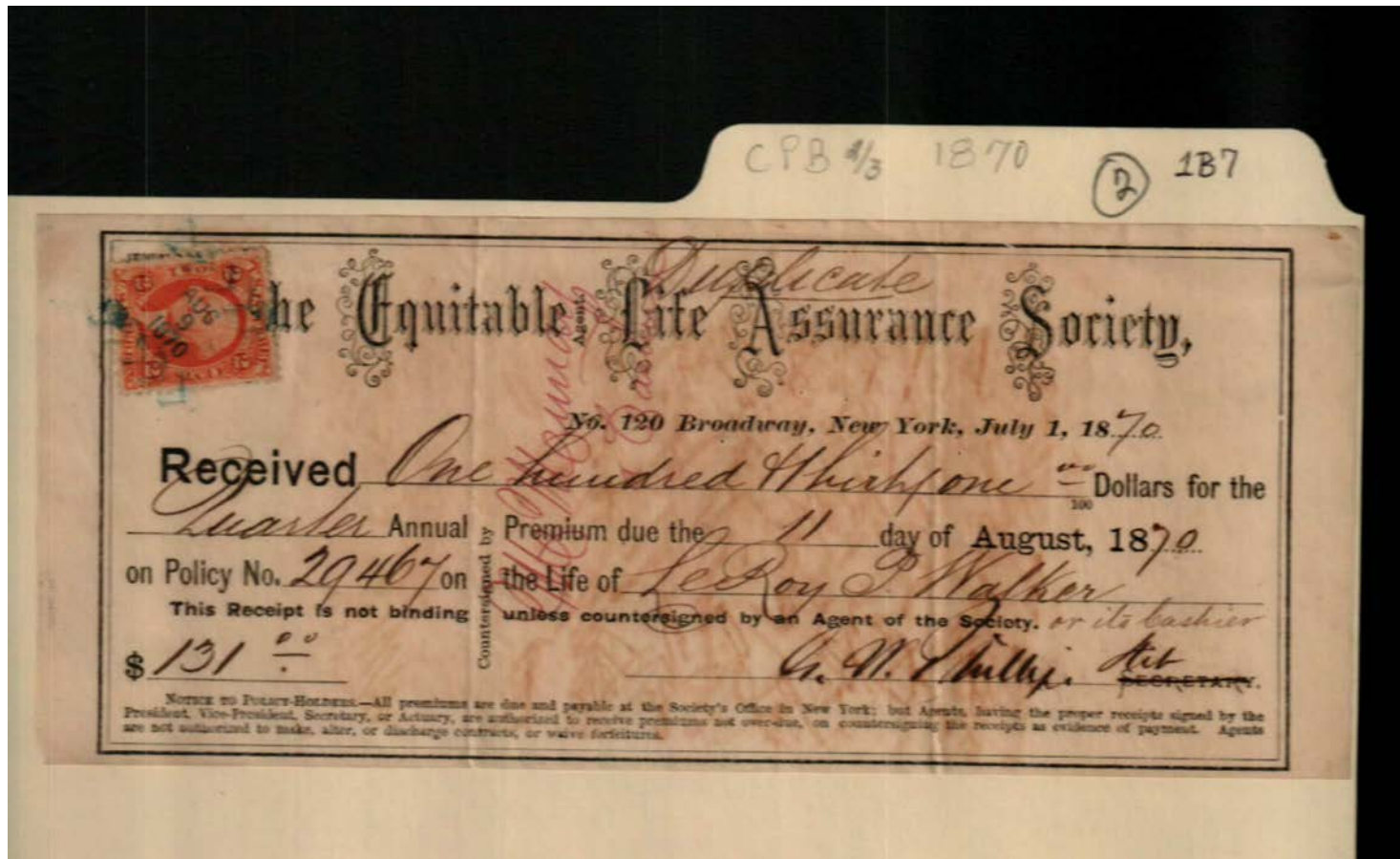
New York, NY

**Types:**

receipt

**Dates:**

Feb 11, 1870



**Names:**

Walker, LeRoy P.

**Places:**

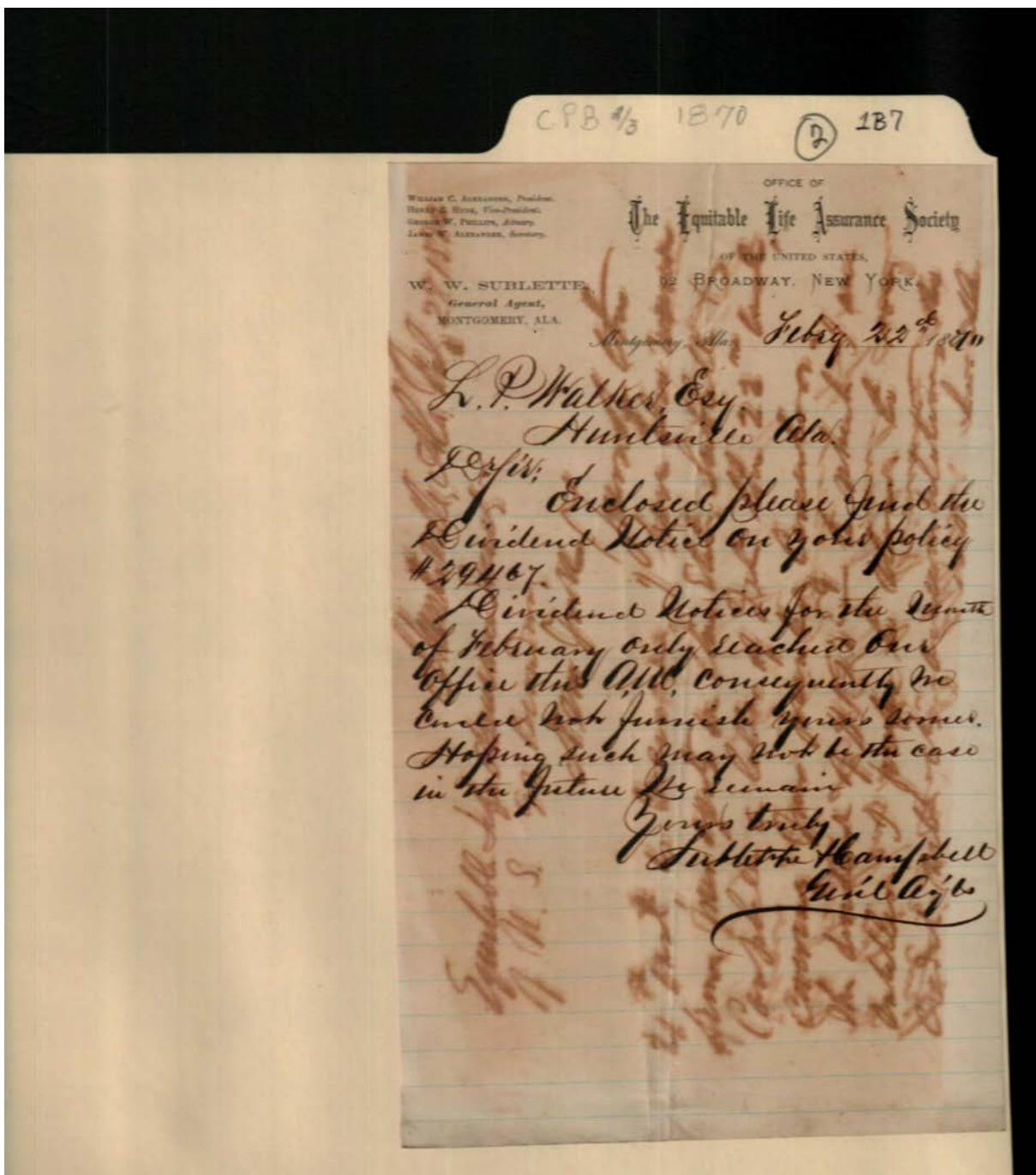
New York, NY

**Types:**

receipt

**Dates:**

Jul 01, 1870



**Names:**

Agils, Gen'l

Campbell,

Sublette,

Walker, L. P.

**Places:**

New York, NY

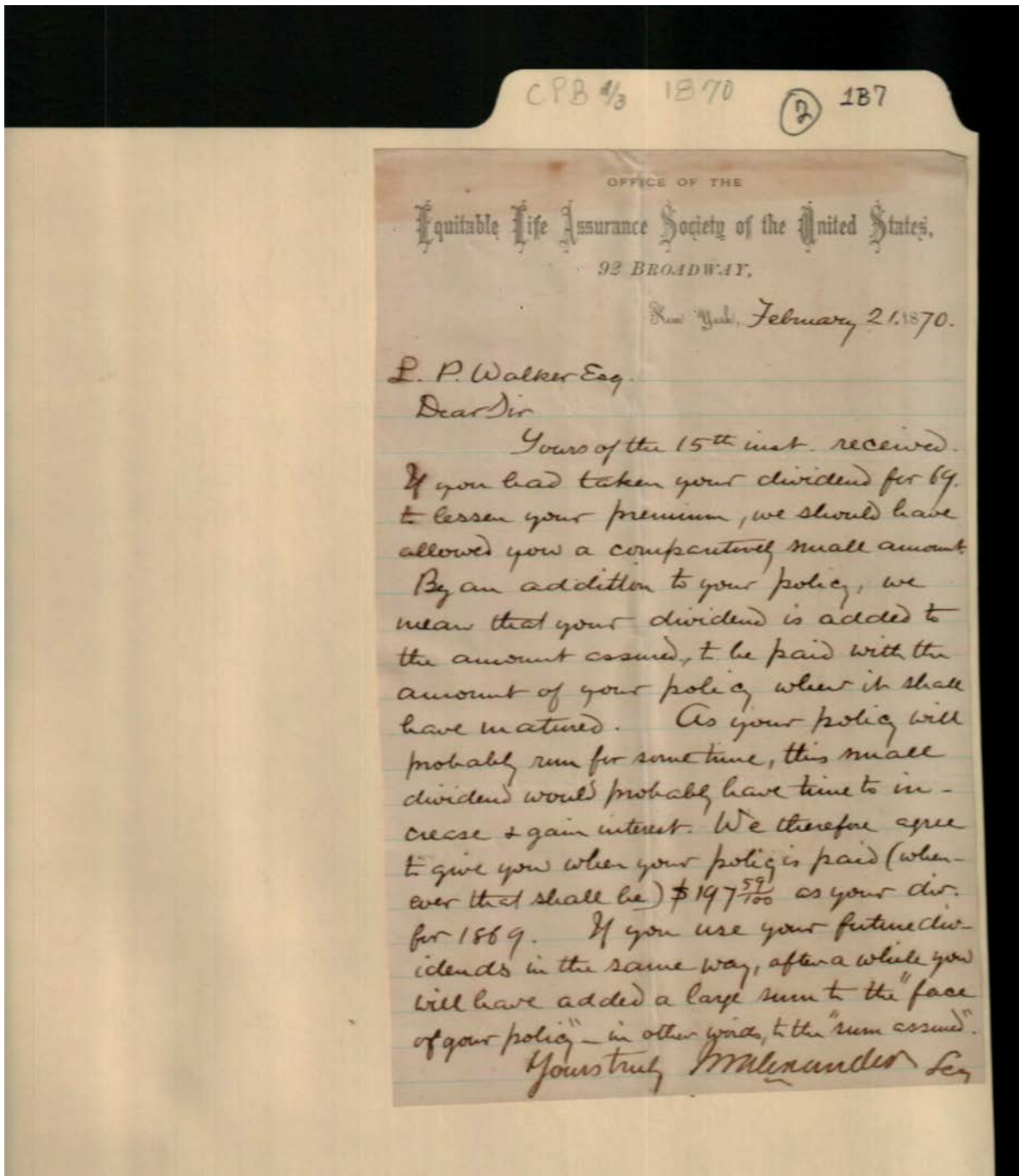
**Types:**

correspondence

**Dates:**

Feb 22, 1870





**Names:**

Alexander, J. W.

Walker, L. P.

**Places:**

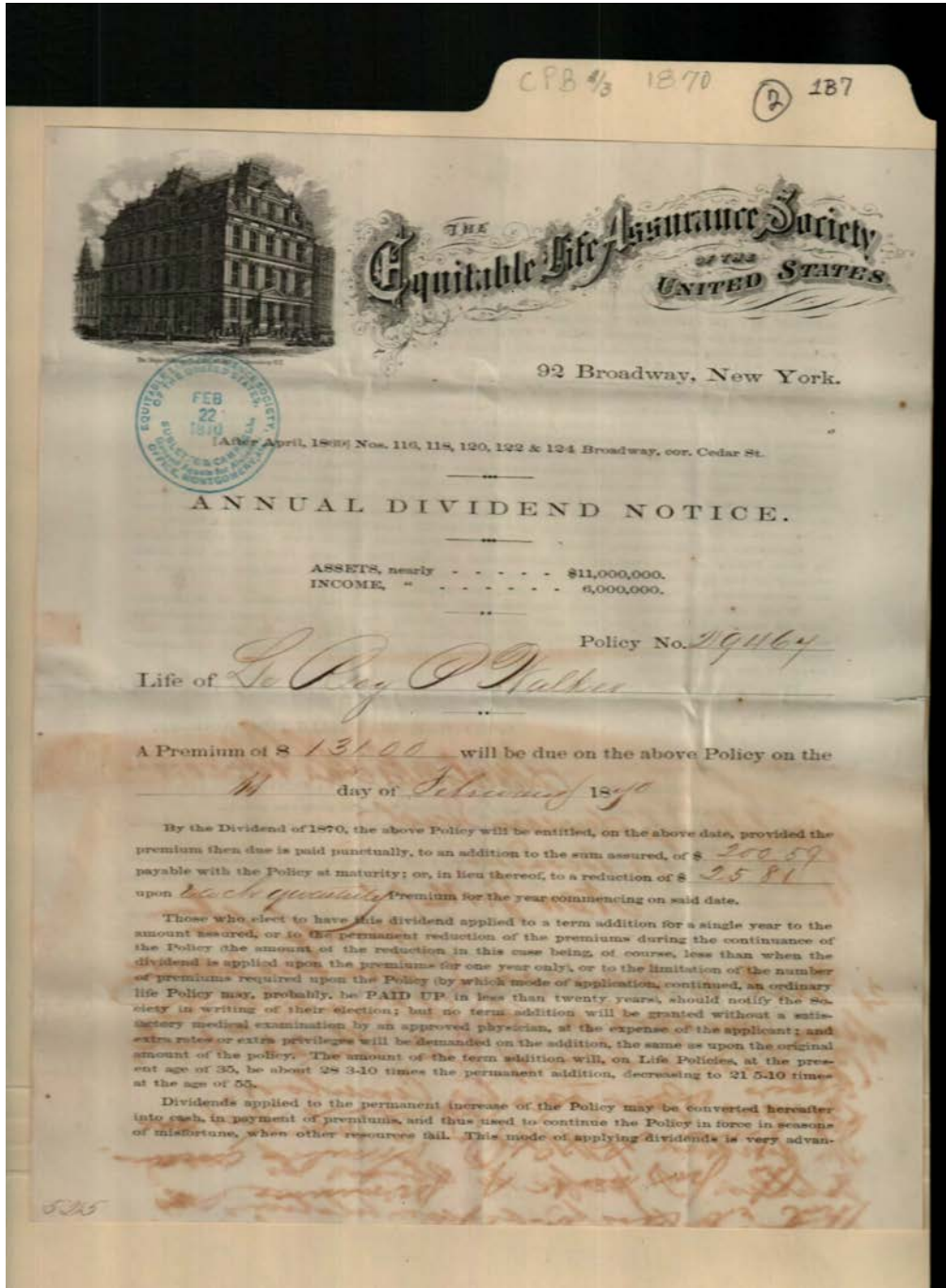
New York, NY

**Types:**

correspondence

**Dates:**

Feb 21, 1870



**Names:**

Walker, LeRoy P.

**Places:**

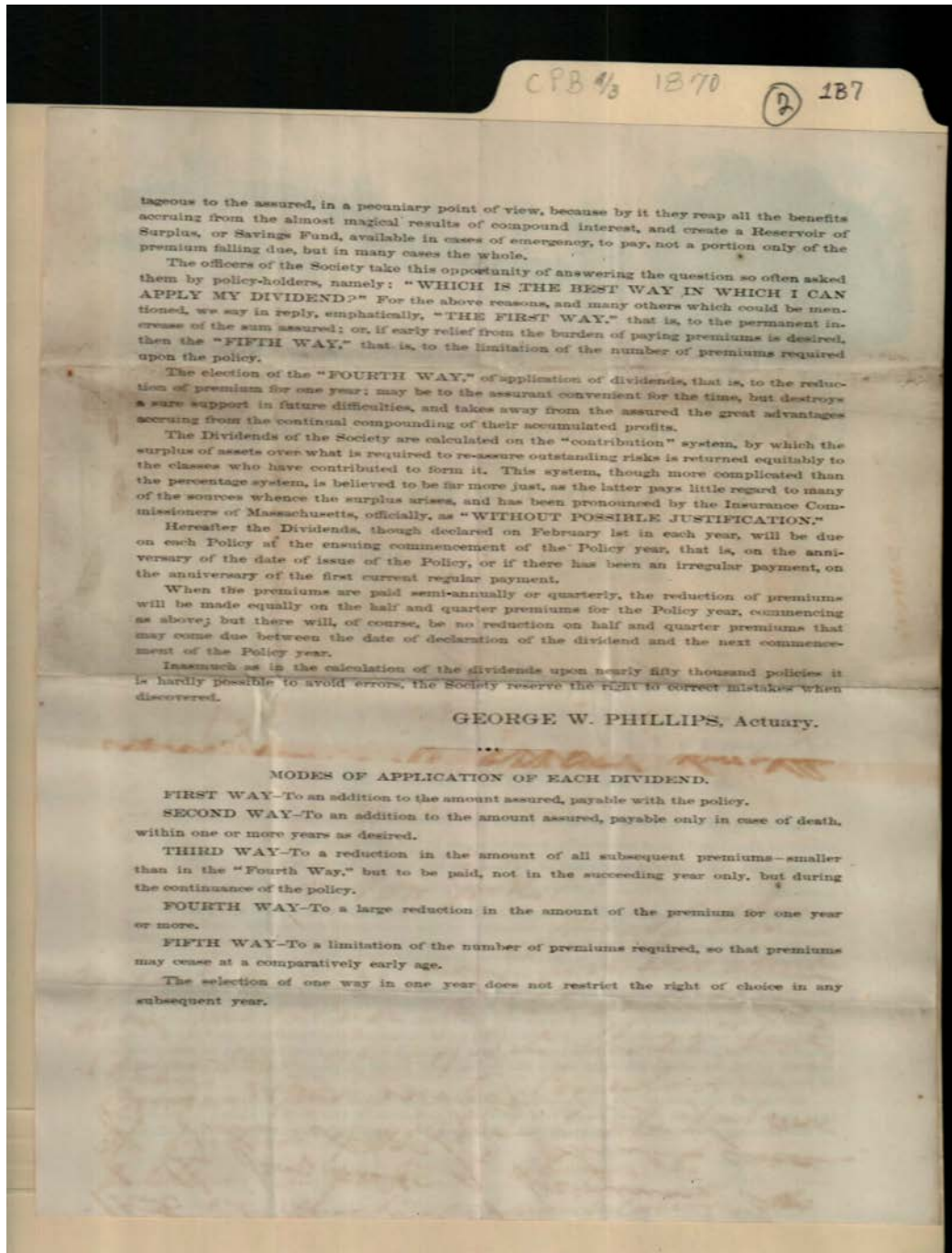
New York, NY

**Types:**

notice

**Dates:**

Feb 04, 1870



**Names:**

Phillips, George W.

**Places:**

New York, NY

**Types:**

notice

CPB 1/3 1870 (2) 187  
260  
Huntsville, Ala. July 28 1870  
Equitable Life Assurance Society -  
of N. S. 92 Broadway  
New York

Yours of the  
24<sup>th</sup> inst. is received. I have also received  
from your agents in the State, Sublette &  
Company, a letter of date the 22<sup>nd</sup> inst.,  
covering your plan for Circulation.  
The dividend of \$1900 to which I am  
entitled, I prefer to draw to my  
credit, with its accumulations, so  
that it can be applied hereafter  
to the payment of premiums on  
my policy, No 2940, should circumstances  
render it necessary for me  
to do so.

L. P. Walker

**Names:**

Campbell,

Sublette,

Walker, L. P.

**Places:**

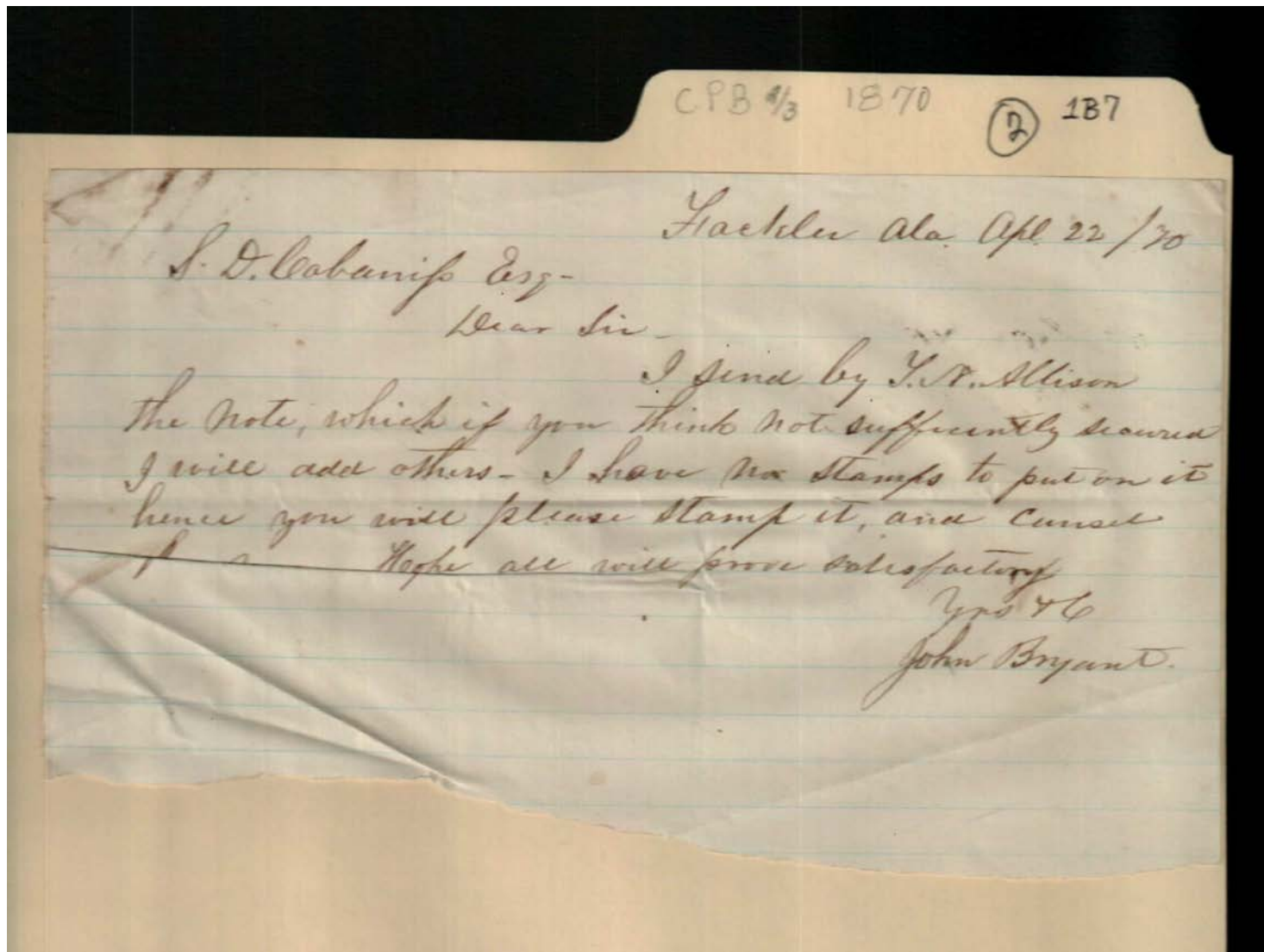
Huntsville, AL

**Types:**

correspondence

**Dates:**

Jul 28, 1870



**Names:**

Allison, T. N.

Bryant, John

Cabiness, S. D.

**Places:**

Fackler, AL

**Types:**

correspondence

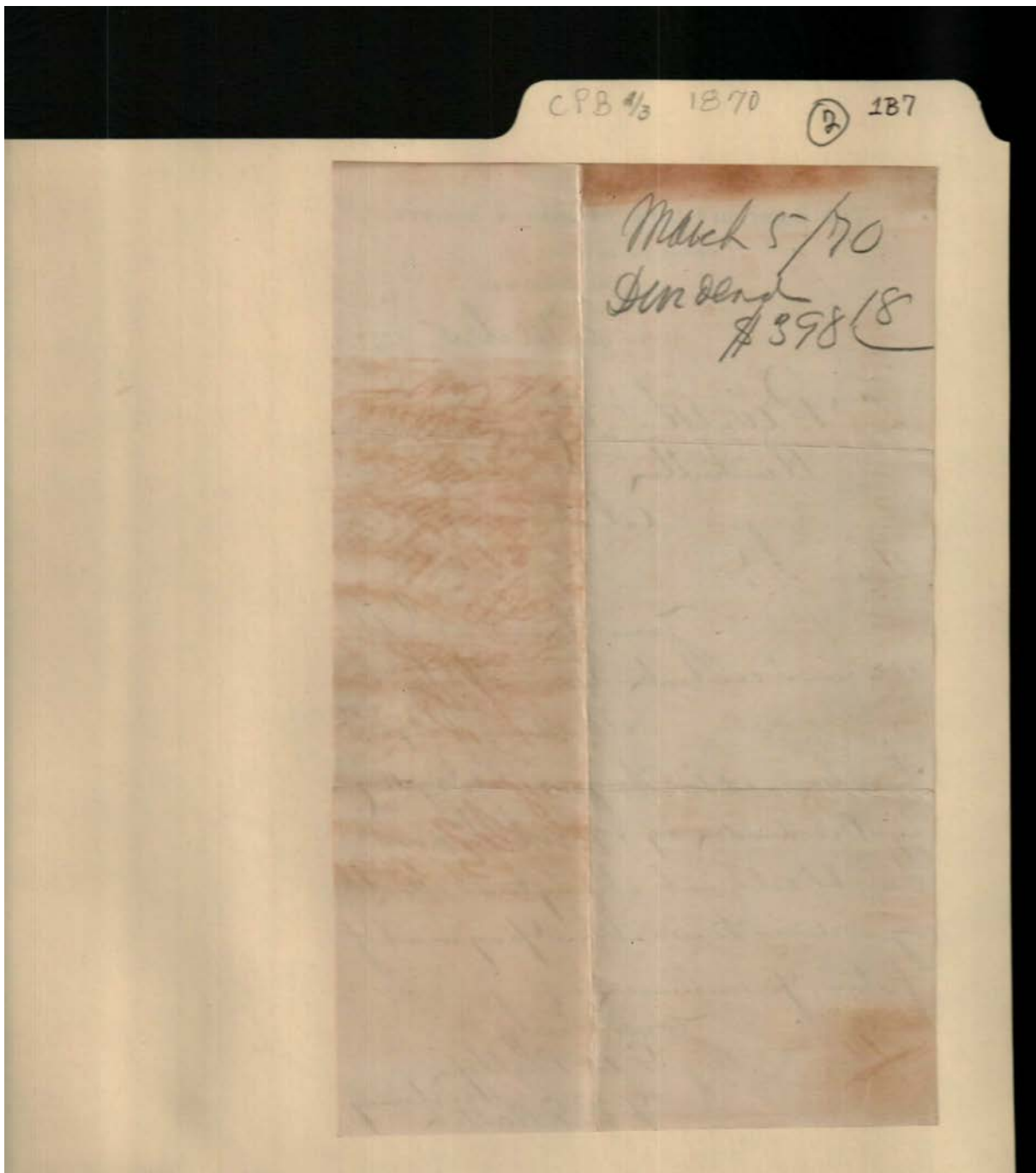
**Dates:**

Apr 22, 1870

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 7, Folder 2

Legal and court documents, 1870 (2 of 3)

Image 70 r01b07-02-000-0081 [Contents](#) [Index](#) [About](#)



**Places:**

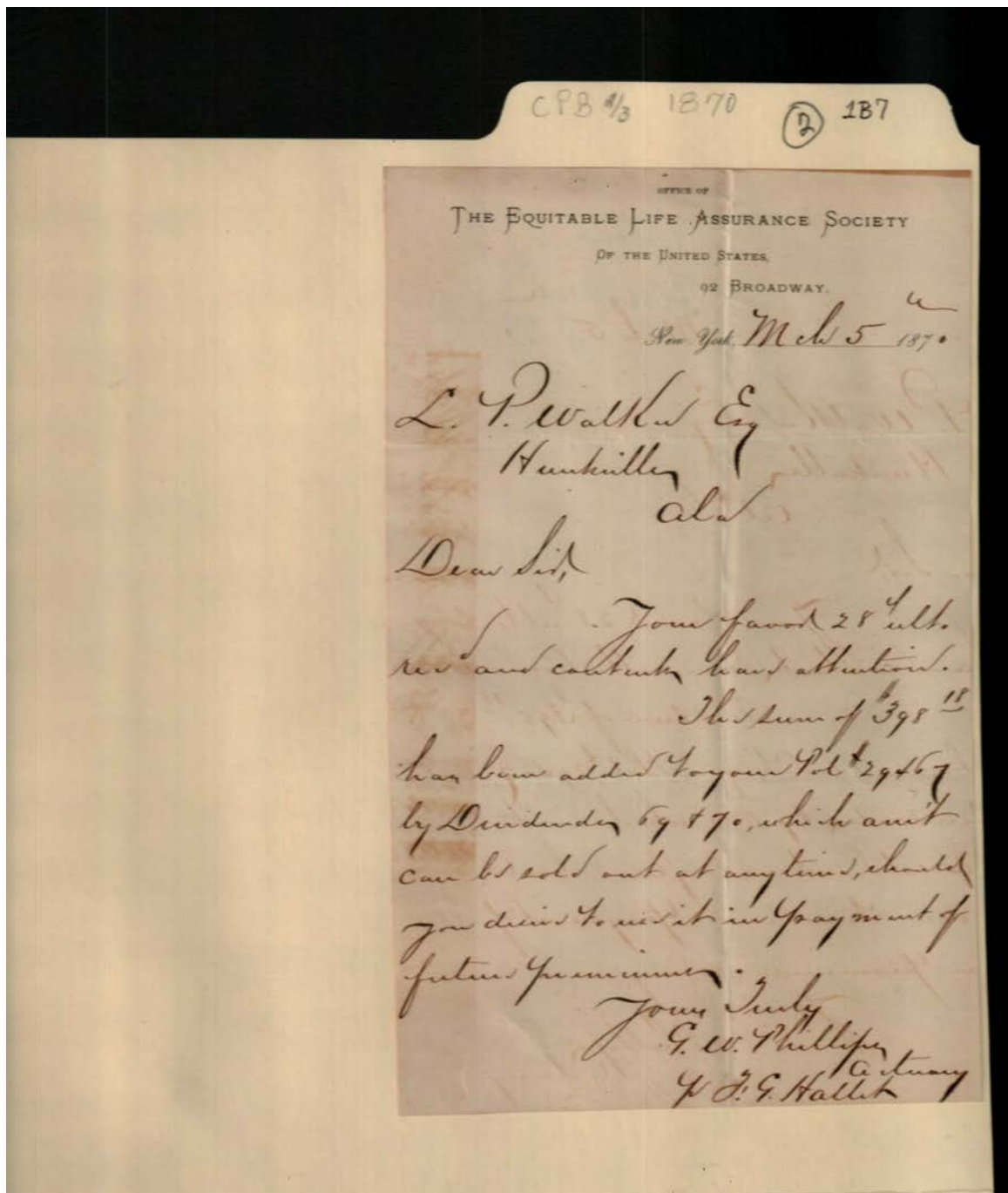
New York, NY

**Types:**

memo

**Dates:**

Mar 05, 1870



**Names:**

Phillips G. W.

Walker, L. P.

**Places:**

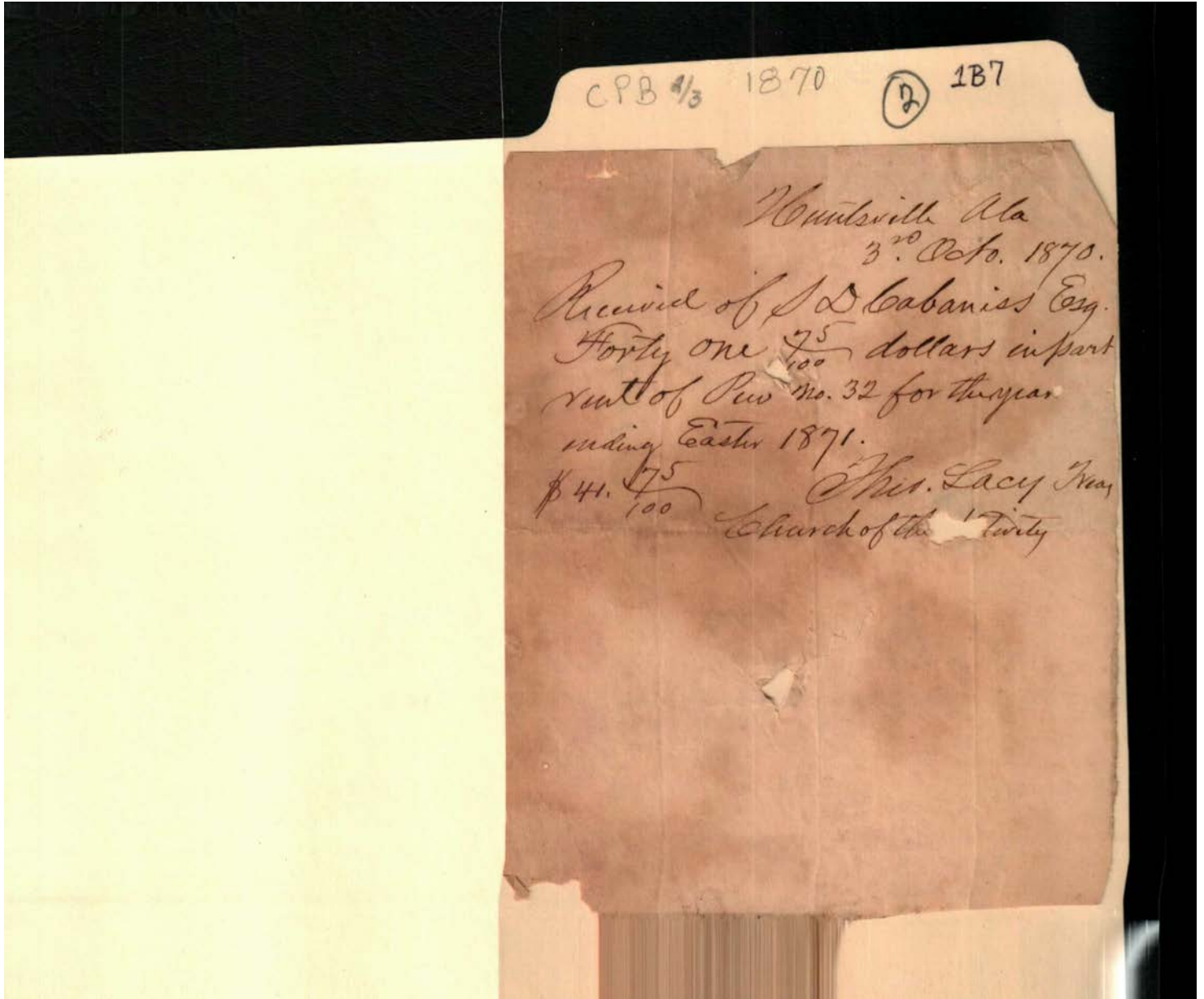
New York, NY

**Types:**

correspondence

**Dates:**

Mar 05, 1870



**Names:**

Cabiniss, S. D.

Lacy, Theo

**Places:**

Huntsville, AL

**Types:**

receipt

**Dates:**

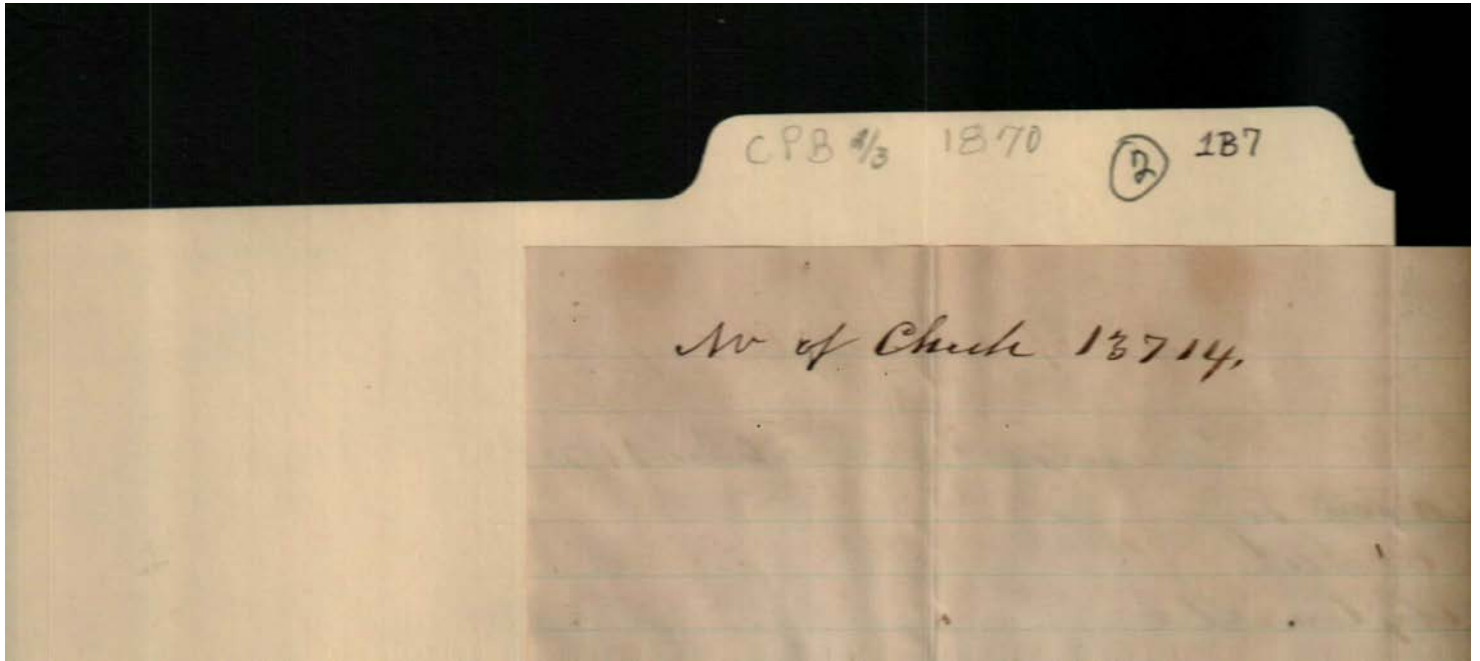
Oct 03, 1870



Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 7, Folder 2

Legal and court documents, 1870 (2 of 3)

Image 73 r01b07-02-000-0084 [Contents](#) [Index](#) [About](#)



**Types:**

memo

CPB 4/3 1870 (2) 187

Huntsville Ala June 11 1870

Albert Martin Esq  
 Atty at Law  
 City of Ala

Dear Martin -

Your letter of the 29. Oct  
 was not delivered until recently, and having  
 made a collection to day I hasten to make  
 you the sum of Fifty dollars  
 in the Cheque of Fordyce & Rison Bankers  
 of this City upon the Bank of America  
 New York, of this date payable to my  
 order as per Indenture to you -  
 as compensation for obtaining a piece  
 must for me as per in the current  
 Court of Walker County is Jell Corry  
 Fell Carmichael. S. K. Kark & James  
 Samrage on tax bonds for \$4000 of \$1000

You say in your letter that in as much  
 as nothing was made you would be con-  
 tent with a small fee - but don't  
 say how small - If Fifty dollars is  
 too small tell me frankly, what you  
 think I ought to pay you - Please send  
 me receipt by whom shall - Very truly  
 (in person from the voucher) Yours Frankly  
 C. B. Estabrook

Make my compliments acceptable to Mrs. Martin  
 of whom I have my pleasure in collecting.

**Names:**

Cabiniss, S. D.  
Carmichael, Fell  
Corry, Jell

Fordyce,  
Karrk, S. K.  
Martin, Albert

Martin, Mrs.  
Rison,  
Samrage, James

**Places:**

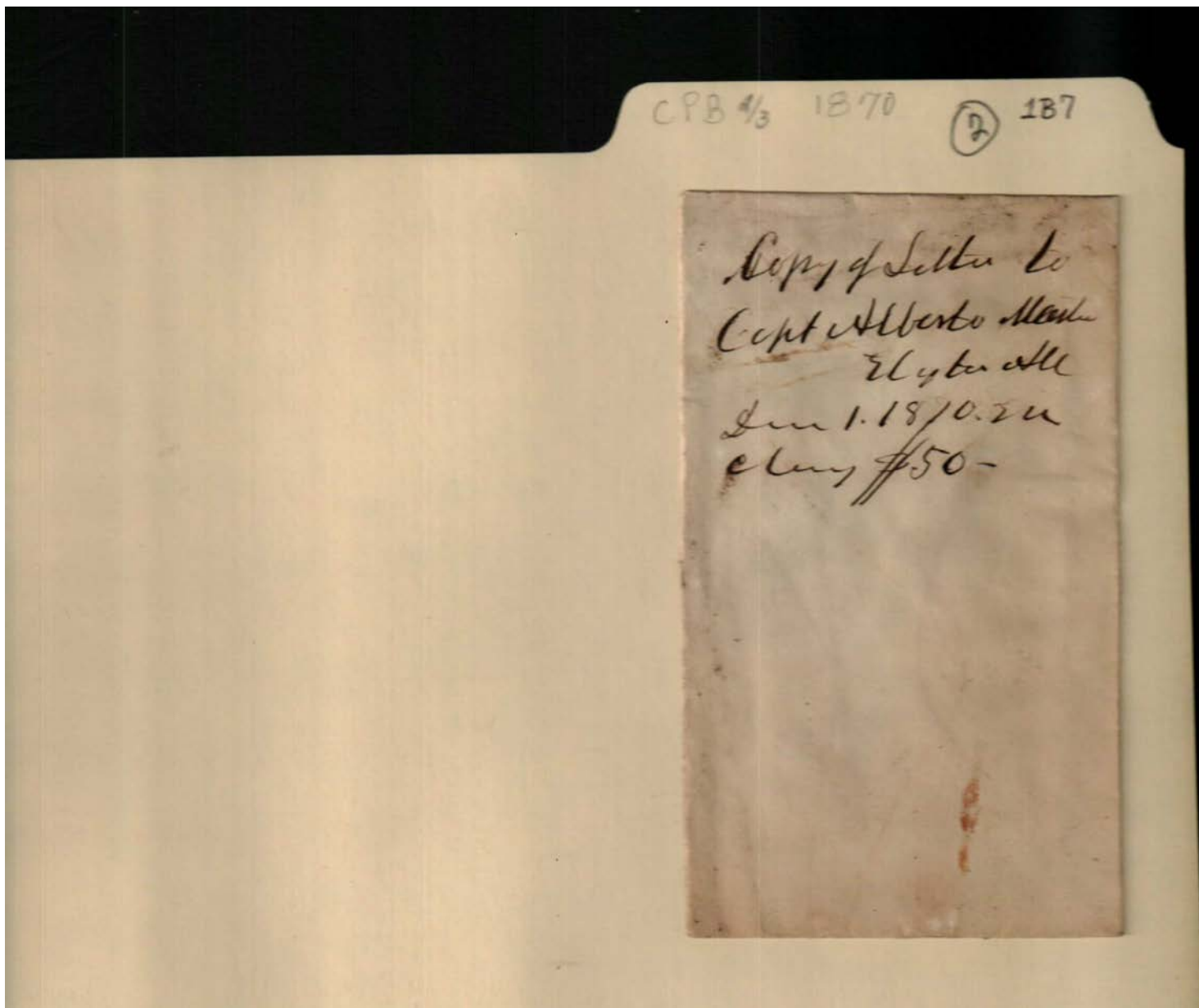
Huntsville, AL

**Types:**

correspondence

**Dates:**

Jun 11, 1870



**Names:**

Martin, Alberto,  
Capt.

**Places:**

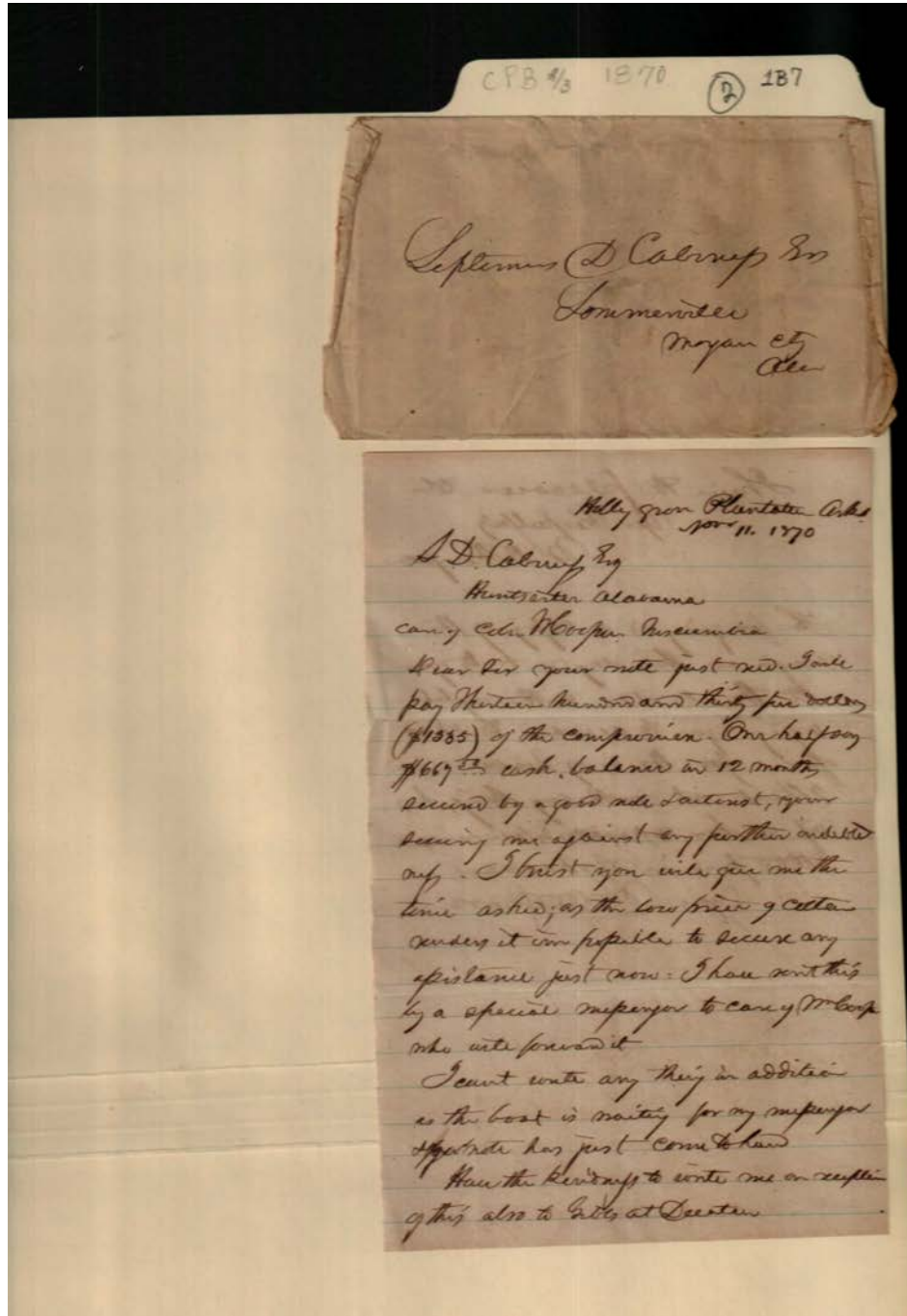
Elyter, AL

**Types:**

memo

**Dates:**

Dec 01, 1870



**Names:**

Cabaniss, S. D.

Cooper, W., Col.

Gibbs,

**Places:**

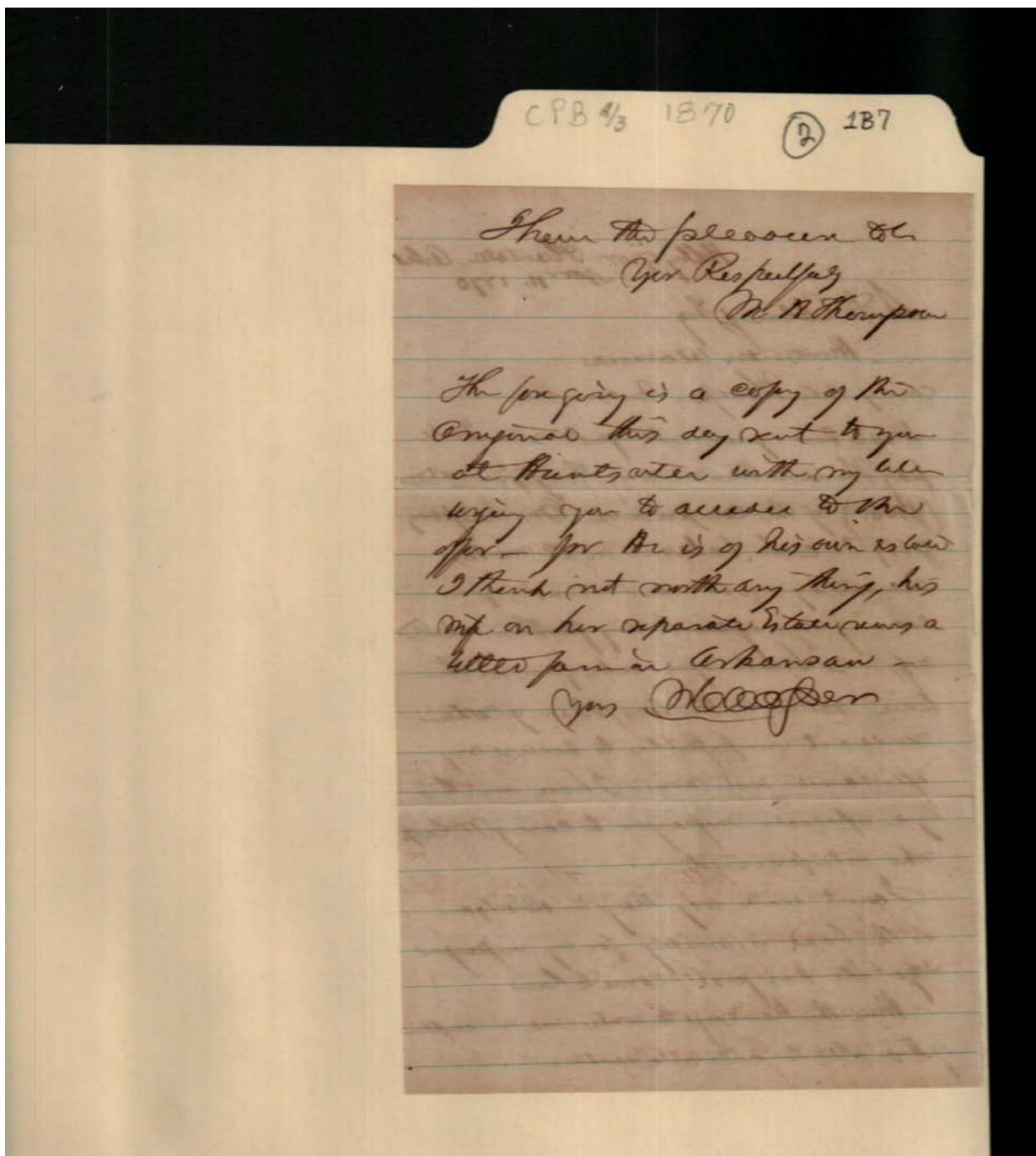
Holly Green  
Plantation, AR

**Types:**

correspondence

**Dates:**

Nov 11, 1870



**Names:**

Cooper, W.,

Thompson, M. H.

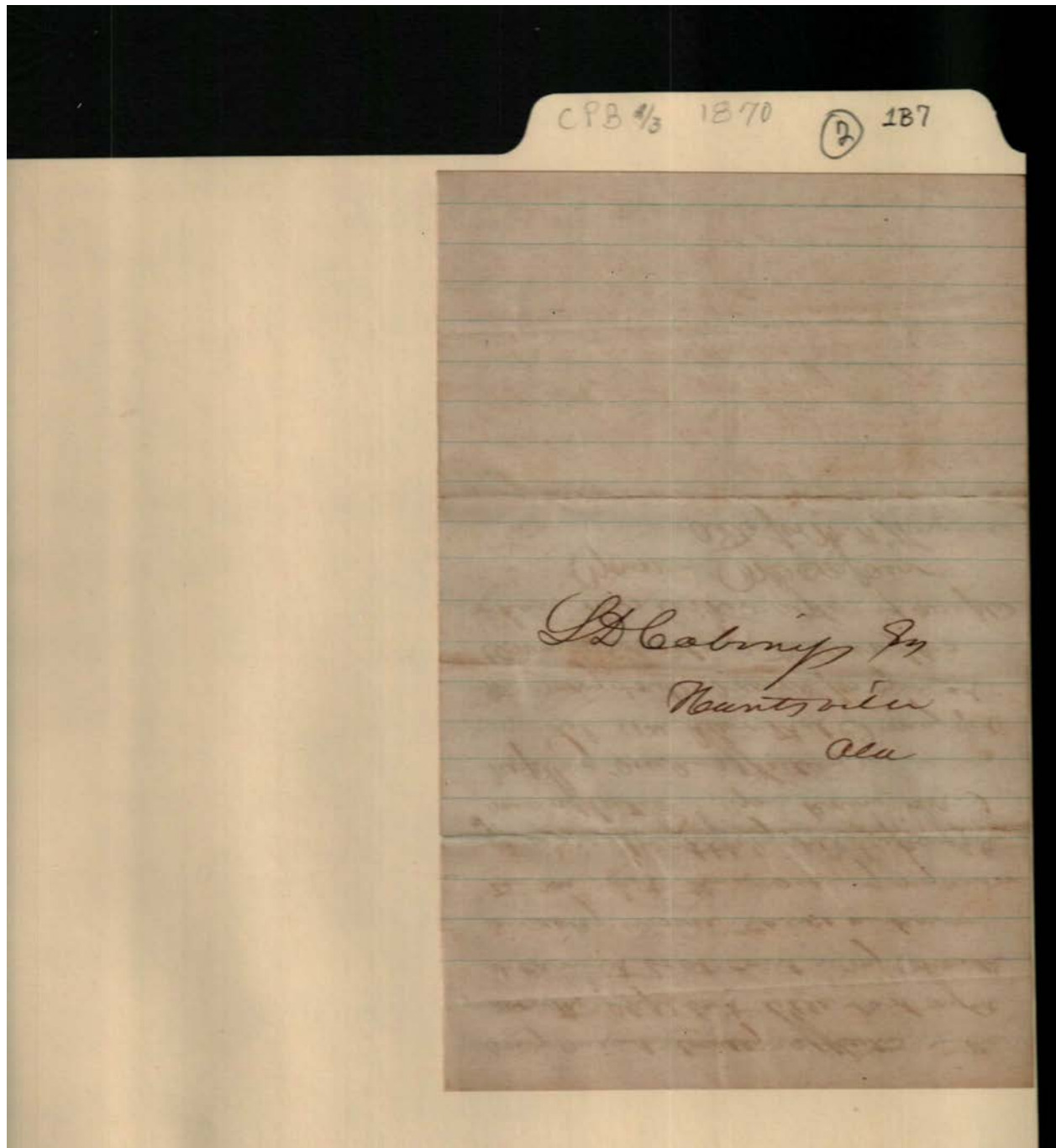
**Types:**

correspondence

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 7, Folder 2

Legal and court documents, 1870 (2 of 3)

Image 78 r01b07-02-000-0089 [Contents](#) [Index](#) [About](#)



**Names:**

Cabiness, S. D.

**Places:**

Huntsville, AL

**Types:**

memo

CPB 1/3 1870 (2) 187

Tuscumbia 14 Mar 70

S. D. Cabaniss Esq

My Dear Sir the following is  
a copy of letter to me from M. H. Thomp-  
son Esq of Arkansas - speaking of  
the demand you as Reps of Estating  
Journals and bills of Madison County Ala  
& which demand is now in suit in the  
Circuit Court of Morgan County Ala  
yourself Piff & said Thompson &  
Tom Gibbs depts - on suit for same  
notes - Mr. Thompson says he is willing  
to pay the \$1335 (dollar thirteen hundred  
and thirty five - One half cash the  
balance at 12 mo. well secured with  
interest from date Nov. 11. 1870.

He says it is impossible for him to  
raise the money all sooner than  
on above terms - He urges me to get  
you to accede to this proposition & I

**Names:**

Cabaniss, S. D.

Gibbs, Tom

Thompson, M. H.

Townsend,

**Places:**

Tuscumbia, AL

**Types:**

correspondence

**Dates:**

14 Mar, 1870

CFB 4/3 1870 187

do so with all my anxious & legal  
 powers for I feel assured that what  
 is got of him will have to be by  
 negotiation not legal coercion  
 I know your status is a p. decession  
 in all this matter & have no doubt  
 but Court of Chy will sanction  
 any thing you can do so soon  
 as while at the Chancy Court  
 & Attorney such business as Portals  
 Courts are allowed to compromise  
 by act of this state passed by the legis  
 lature in great Secundary of dis  
 cution. I also send you a  
 letter to yourself from M. H. Thompson  
 in person

Please do not take a judgment  
 as it will do no good - and if the  
 Court is advised this case is being  
 adjusted no objection will be offered  
 a continuance - I am in most  
 Excellent general health but am

very much locally affected with  
 the mouth slight but little last night  
 & cannot bear Court - my throat  
 is very inside cause unknown  
 to me but the inside of my under  
 jaw is frightfully distressed & is  
 me affected. You know how I  
 feel of such affliction.

Let me hear that I may get  
 the money I will send for you at  
 once - I will go to Memphis  
 & have this looked after if accepted

Yours  
 W. Cooper  
 Atty for M. H. Thompson

**Names:**

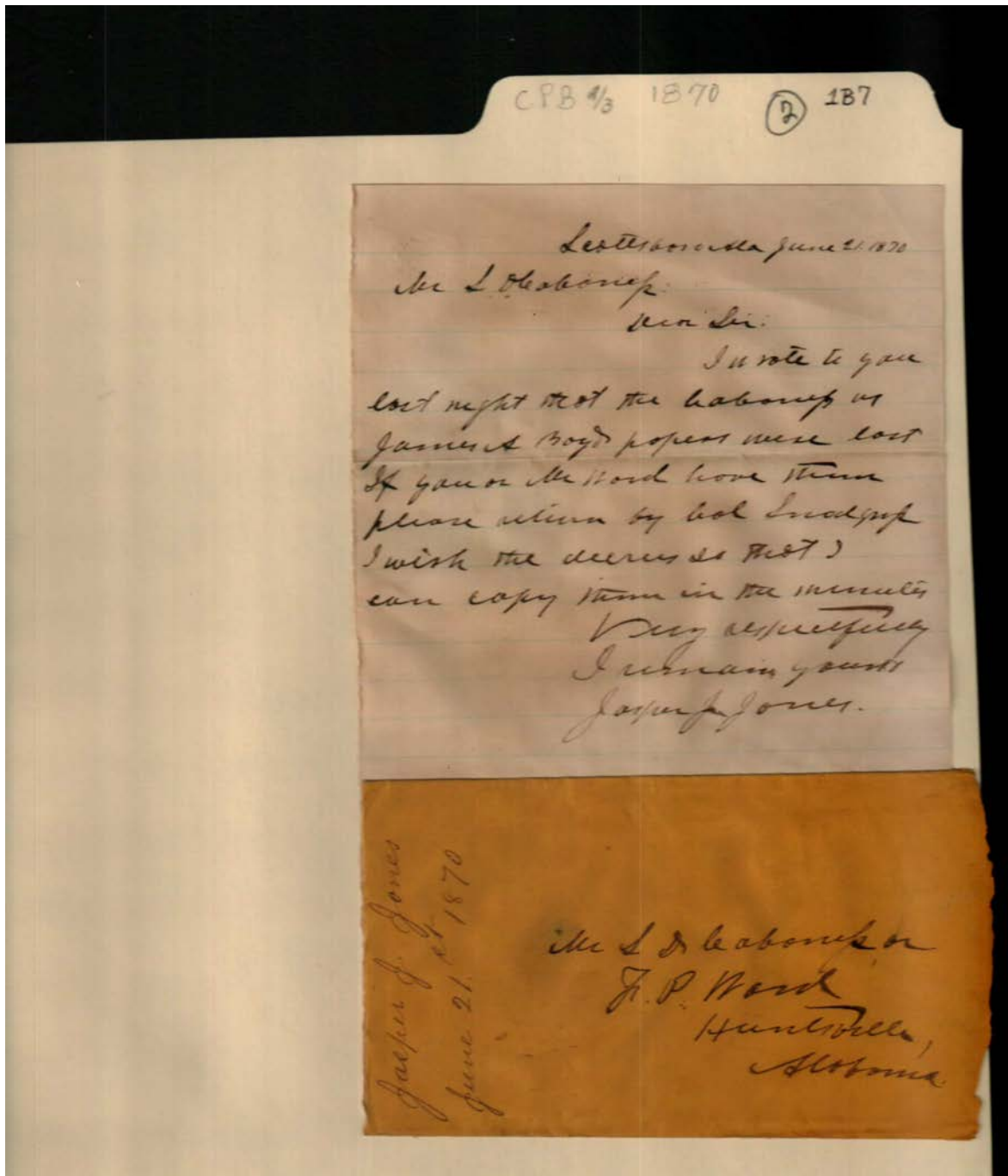
Cooper, W.

Thompson, M. H.

**Types:**

correspondence





**Names:**

Boyd, James A.  
Cabaniss, S. D.

Jones, Jasper J.  
Snodgrass, Col.

Ward, Mr.

**Places:**

Scottsboro, AL

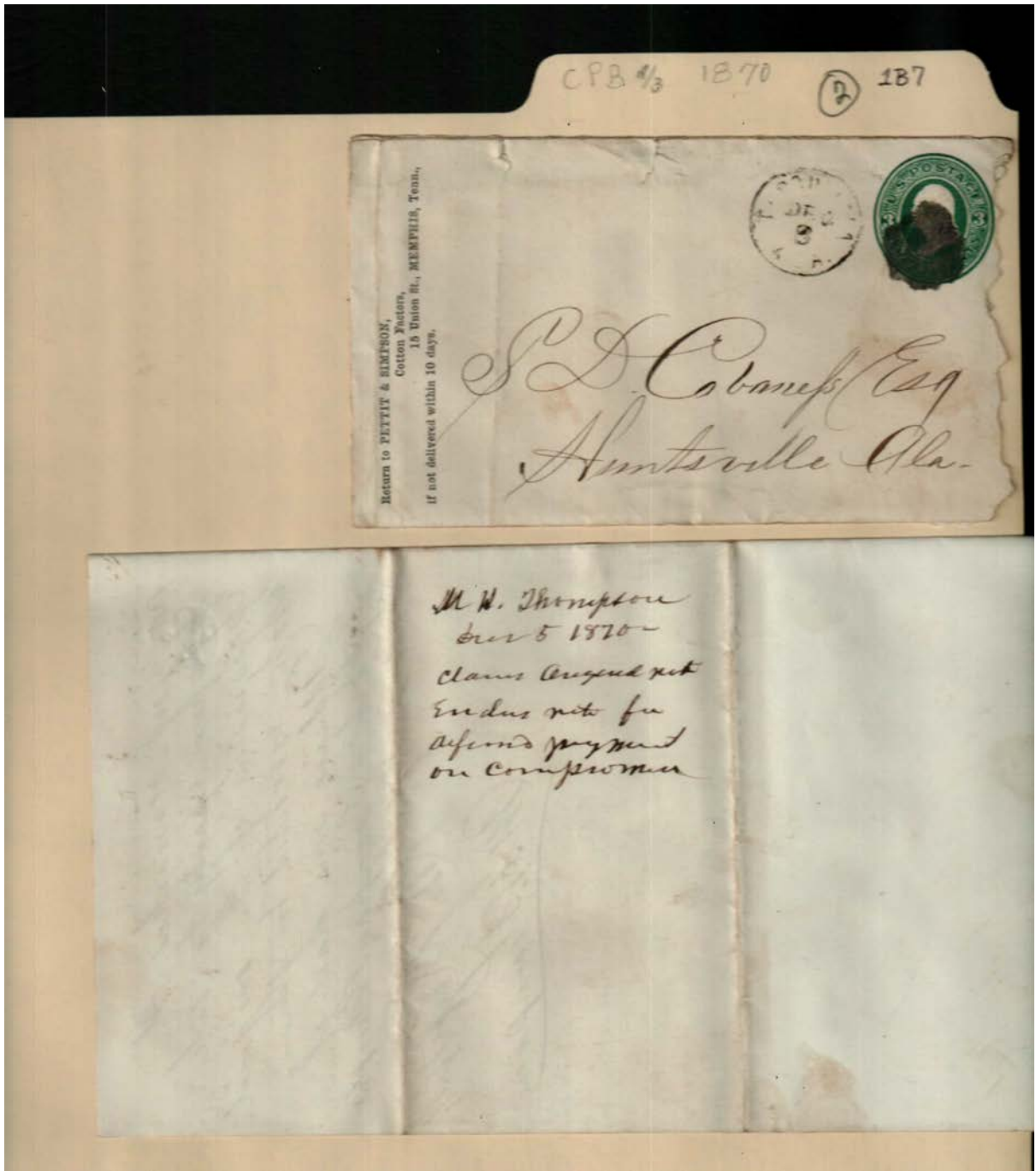
**Types:**

correspondence

**Dates:**

Jun 21, 1870





**Names:**

Cabaniss, S. D.

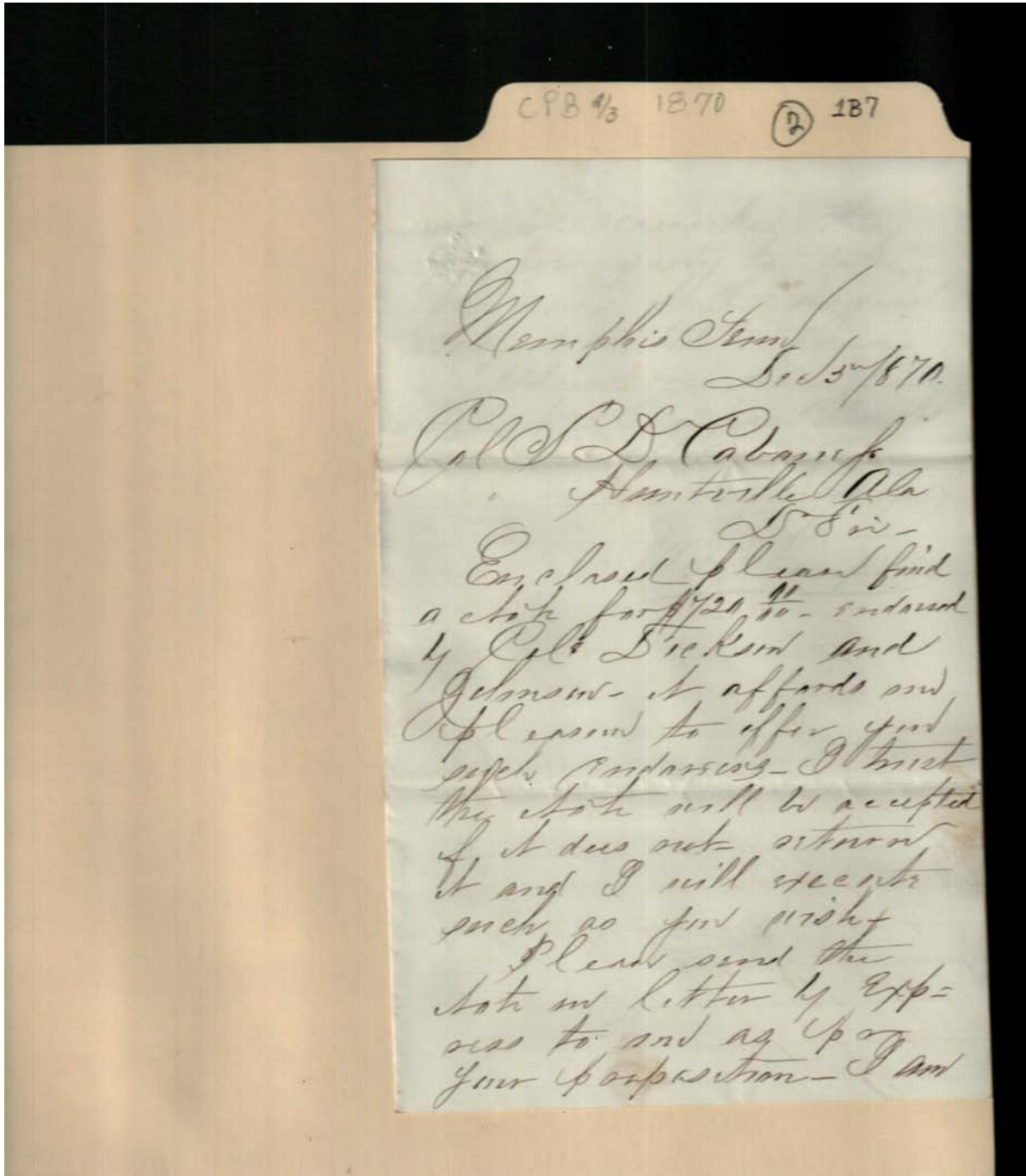
Thompson, M. H.

**Types:**

memo

**Dates:**

Jun 05, 1870



**Names:**

Cabaniss, S. D.

Dickson, Col.

Johnson,

**Places:**

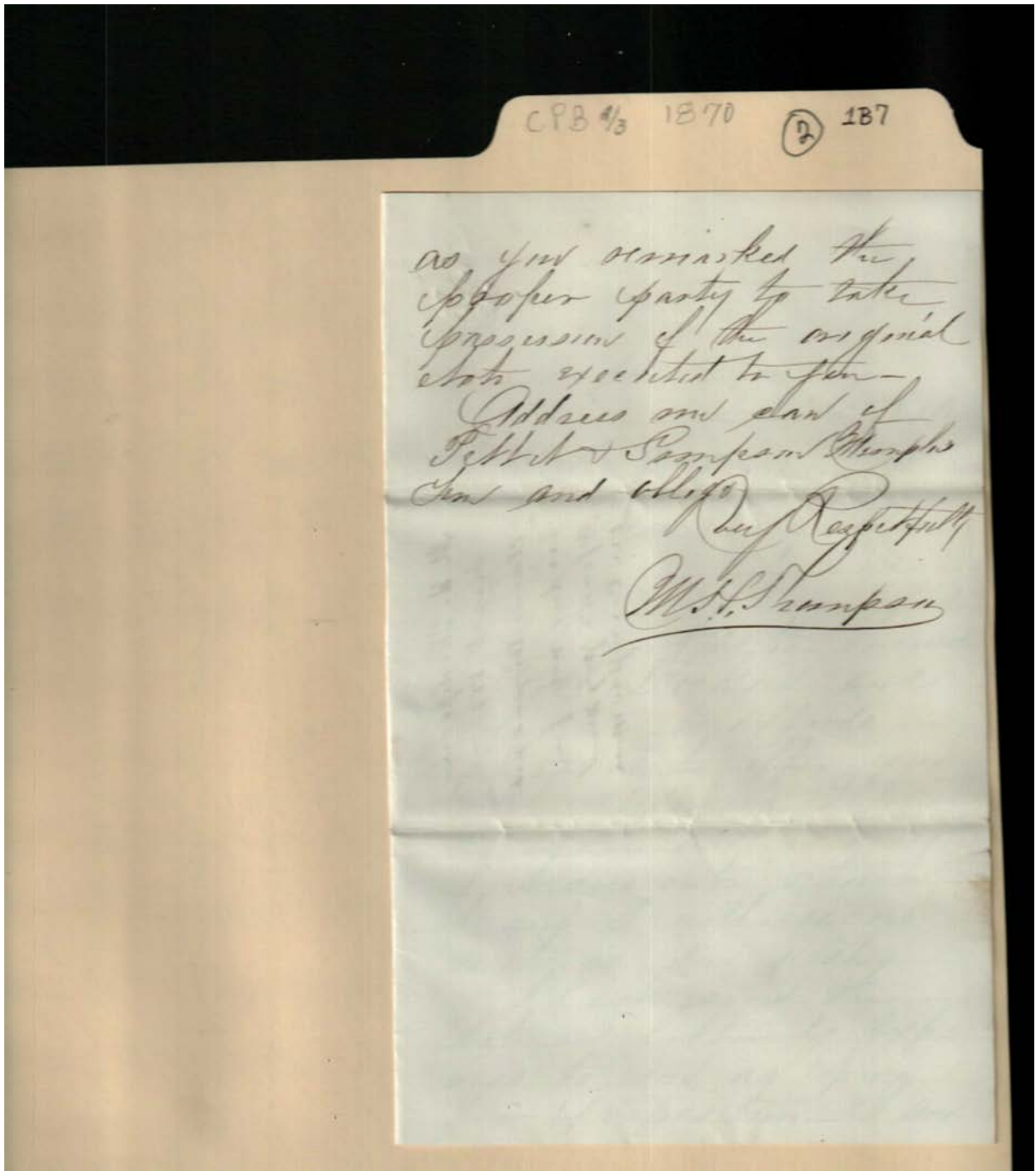
Memphis, TN

**Types:**

correspondence

**Dates:**

Dec 05, 1870



**Names:**

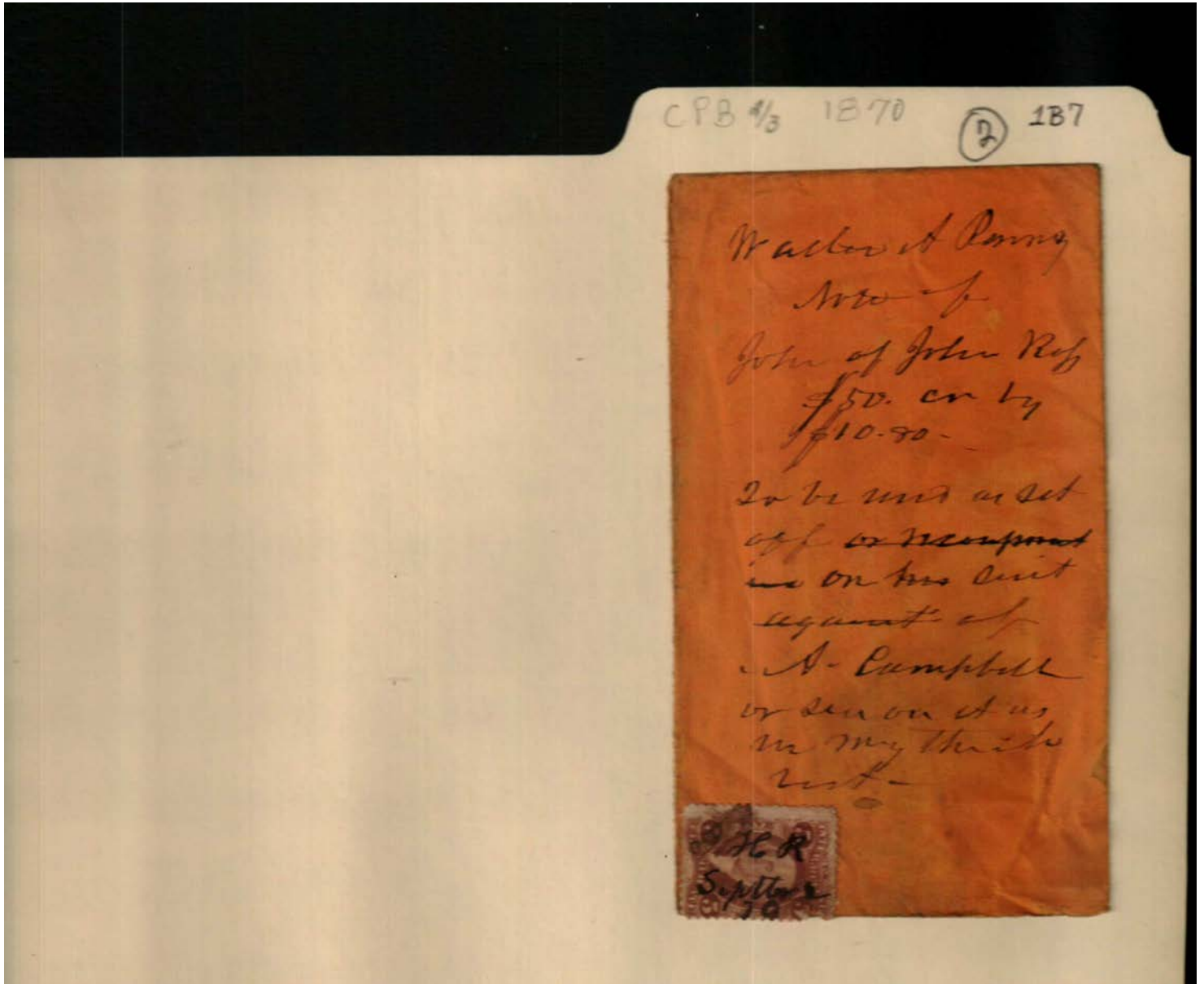
Pettit,

Simpson,

Thompson, M. H.

**Types:**

correspondence



**Names:**

Campbell, A.

Penny, Walter A.

Ross, John

**Types:**

memo

CPB 1/3 1870 (2) 1B7

\$50. On or before the 25<sup>th</sup> of December  
next I promised to pay Walter A Penny  
Fifty dollars for a Gray Mare (blind) 7 years old  
the said W. A. Penny  
retaining Lien on said Mare until paid for  
This 2<sup>nd</sup> day of September 1870  
John Ross

**Names:**

Penny, Walter A.

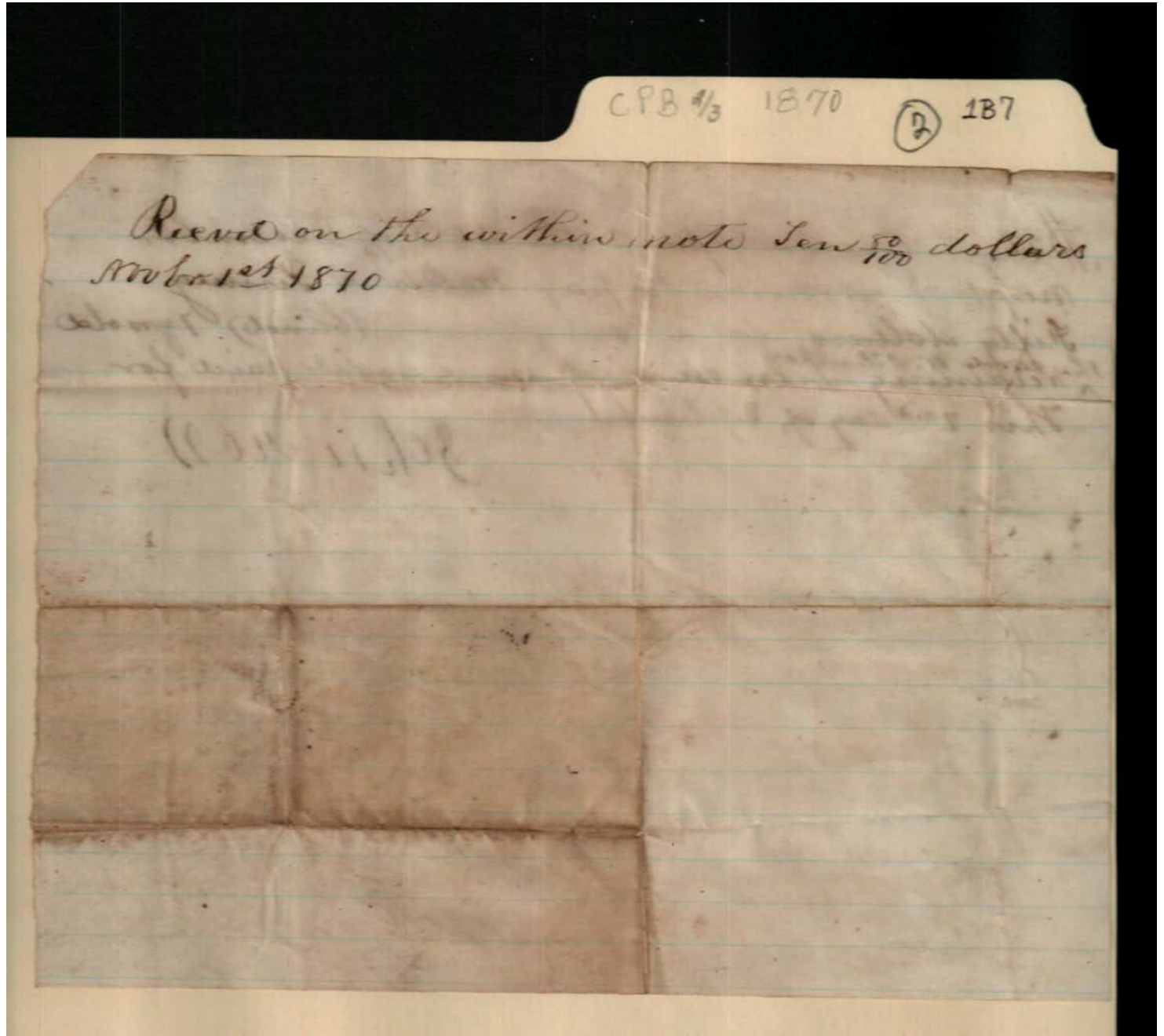
Ross, John

**Types:**

promissory note

**Dates:**

Sep 02, 1870



**Types:**  
receipt

**Dates:**  
Nov 01, 1870



CPB 4/3 1870 (2) 187

Huntsville Ala Dec 9. 1870

S. D. Cabaniss Esq  
At Law,

I have looked for Martin's affidavit  
in your box and failed to find it.

The carmen having a "smash up"  
in the coal in front of Billy Moore's. The train was  
a very long one, just behind the engine were 7  
or 8 coal cars. The engine ran on a level  
the track; but did not get off. One of the coal  
cars was thrown from the track, and ran about  
a hundred yards, with one wheel <sup>set up</sup> just on the end  
of the coal track, and the other in the middle  
of the track; the cow was ground to a jelly.  
While they were at work to get the car on the  
track again. I concluded to foot it home.

Dr. Frank Lykes, Judge Clarke & Judge  
McGee all <sup>went</sup> from Montgomery, were on the  
train; they left there yesterday morning.  
On the day before, Ex. Gov. Smith, was sum-  
moned to appear before J. D. Smith & show

**Names:**

Cabaniss, S. D.  
Clark, Judge

Lykes, Frank  
Martin,

McGee, Judge  
Moore, Billy

Smith, Gov.  
Smith, J. D.

**Places:**

Huntsville, AL

**Types:**

correspondence

**Dates:**

Dec 09, 1870

CPB 4/3 1870 (2) 187

causes why he withheld the Executive Chamber and paper  
it belonging to the Executive office. In the afternoon  
Rice & Parsons & White appeared and asked to have  
the case laid over until next day. If I said  
he would not hear any motion on the part of  
Exly Smith unless he was present in court, and  
said he would wait twenty minutes for the  
appearance of Smith. - and if he did not  
appear he would act on the case at once,  
Smith came to town, and after some  
business made in the case, it was adjourned  
until the morning. (William Smith)

2 of 2  
Yours friend  
Isaiah Dill

I have just learned that a dispatch has  
been received from my own state that  
Smith has "died."

**Names:**

Dill, Isaiah  
Grayson,

Rice,  
Smith, Exly

White, Parsons

**Dates:**

Dec 09, 1870

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 7, Folder 2

Legal and court documents, 1870 (2 of 3)

Image 91 r01b07-02-000-0102 [Contents](#) [Index](#) [About](#)



**Names:**

Cabiness, S. D.

Dill, Isaiah

**Places:**

Huntsville, AL

**Types:**

envelope

**Dates:**

Dec 09, 1870

CPB 4/3 1870 (2) 187

Huntsville, Ala Aug 6/70

Equitable Life Assurance  
Society of the United States  
New York -

In pay quarterly premiums due  
August 11<sup>th</sup> inst. on Life Policy  
No 29467 I enclose check  
No 12471 of Ford & Rison, of  
the City of New York, for the  
New York in my favor, for one  
hundred and thirty one dollars,  
- \$131 - and of one dollar,  
"Pay Equitable Life Assurance  
Society of the United States being  
quarterly premiums due August  
11<sup>th</sup> inst. on Life Policy No  
Please send me usual  
receipt

Very Respectfully  
L. P. Walker

**Names:**

Ford,

Rison,

Walker, L. P.

**Places:**

Huntsville, AL

**Types:**

correspondence

**Dates:**

Aug 06, 1870



CPB 4/3 1870 (D) 187  
145

Huntsville, Ala

Nov 7 1870

Equitable Life Assurance  
Society of the U. S.  
New York

To pay premium due, 11<sup>th</sup> inst, on  
Life Policy No 29467, enclosed find  
check No 13380 of Pindus & Co.  
of this date, on Bank of America,  
New York in my favor, for  
one hundred and thirty one  
dollars, and by me endorsed.

"Pay Equitable Life Assurance Society  
of United States, being premium due  
Nov-11<sup>th</sup> inst, on Life Policy No 29467"

Please acknowledge receipt

Respectfully  
L P Walker.

**Names:**

Walker, L. P.

**Places:**

Huntsville, AL

**Types:**

correspondence

**Dates:**

Nov 07, 1870

CPB 4/3 1870 (2) 187  
24 1/2

Huntsville, Ala  
Feb 15 1870.

Equitable Life Assurance  
Society of the N. S.  
92 Broadway  
New York

Your letter of the 11<sup>th</sup> inst is received  
You say \$197.59 divided of 1169, was  
added to my Life Policy, No 2940.  
How added? I do not understand.  
Am I entitled to another policy for  
a sum the premium upon which  
will be paid by the same amount  
of say I wish to take it a matter  
for to know the dividend so  
to pay the premium on present  
policy - Please give me all  
the information necessary to a  
full understanding of the matter  
(very respectfully)  
L. P. Walker

**Names:**

Walker, L. P.

**Places:**

Huntsville, AL

**Types:**

correspondence

**Dates:**

Feb 15, 1870

C9B 4/3 1870 (2) 187  
211

Huntsville, Ala  
Feb 15 1870

Equitable Life Assurance  
Society of the N. Y.  
92 Broadway  
New York

Your letter of the 11<sup>th</sup> inst is received  
You say \$1500<sup>00</sup> divided of 1869, was  
added to my Life Policy, No 2960.  
How added? I do not understand.  
Am I entitled to another policy for  
a sum the premium upon which  
will be paid by the same dividend  
of 50, I wish to take it in preference  
to having the dividend go  
to pay the premium on present  
policy - Please give me clear  
information in answer to a  
full understanding of the matter  
(Very Respectfully)  
L. P. Walker

**Names:**

Walker, L. P.

**Places:**

Huntsville, AL

**Types:**

correspondence

**Dates:**

Feb 15, 1870



CPB 4/3 1870 (D) 187

294

Huntsville, Ala.  
November 6, 1870

Equitable Life Assurance  
Society of U. S.  
New York

In my quarterly premium due  
Nov 11<sup>th</sup> inst, on my Life Policy  
in your Company, find enclosed  
check No 17830, of Fidelity Union, of  
this date, on Bank America, New  
York, in my favor, and by me  
indorsed - "By Equitable Life Assurance  
Society, U. S. being quarterly premium  
due Nov 11<sup>th</sup> inst, on my Life Policy."  
Please send me usual receipt.

Very Respectfully  
L. P. Walker

**Names:**

Walker, L. P.

**Places:**

Huntsville, AL

**Types:**

correspondence

**Dates:**

Nov 06, 1870

CFB 4/3 1870 (2) 187  
300

Huntsville, Ala  
July 13, 1871

W. P. Webb Esq.  
Agent, Mutual Benefit  
Life Insurance Co of  
New York, New Jersey  
89 Second Street  
Baltimore, Md.

As I shall have to remain for  
the North to be absent several  
weeks, I hereby authorize you  
to act as agent to draw  
on Procter & Kison, Bankers of  
this place for the cash premium  
due the 23<sup>rd</sup> inst on my life  
policy in your Company being  
\$46,630. I do this because  
I do not know what amount  
of cash is required, and I had  
thought I should not sufficiently  
understand the matter to forward

**Names:**

Walker, L. P.

Webb, W. P.

**Places:**

Huntsville, AL

**Types:**

correspondence

**Dates:**

Jul 13, 1871

CPB 4/3 1870 (2) 187  
302

To your Company to determine  
this question as it usually  
occurs. Not wishing to omit  
any thing from which a objection  
might possibly result in the  
event of my death I have  
instructed Dodge & Rison to  
pay your check and receipt  
enclose you a blank -  
Make your check payable to  
"W. P. Webb, agent - being  
premium due July 23<sup>rd</sup> inst, on  
Life Policy of L. P. Walker, being  
No 46.630". The note which  
I suppose I am to execute, I  
will do immediately on my  
return -  
Yours truly,  
L. P. Walker

**Names:**

Clark, John

Walker, L. P.

Webb, W. P.

**Types:**

correspondence

CPB 4/3 1870 (2) 187

Huntsville, Ala.  
May 4<sup>th</sup> 1870

Equitable Life Assurance  
Society, N. Y.  
New York

Enclosed find check  
\$75.89 of George Walker, of this date,  
in favor of America, New York, my former  
agent of Equitable, premium No. 11/21, on  
Life Policy No. 2746, after deducting amount  
of dividend \$128.00, as per your endorsement  
in receipt of date April 11/70, herewith  
returned. I confess I do not understand  
the item in said receipt: "Additions - unpaid  
\$200.00" and why this sum is required to  
be accepted for in addition to the \$128.00  
of dividend, and for a satisfactory  
explanation of the matter I should be  
obliged to the Society. Respectfully  
J. P. Walker

427

**Names:**

Walker, L. P.

**Places:**

Huntsville, AL

**Dates:**

May 04, 1870

CPB 4/3 1870 (2) 187  
471  
Huntsville Ala  
July 19<sup>th</sup> 1870  
W. W. P. Webb  
Agent Mutual Benefit  
Life Ins. Co. of N. York  
Baltimore  
To pay cash premium  
due July 23<sup>rd</sup> inst, on the policy, No  
56630, enclosed funds check  
No 12282 of George Ellison, of this  
State on bond of America, from  
\$1000 in my favor for two  
hundred and thirty five 1/100 dollars,  
July 23<sup>rd</sup> inst. & as ordered,  
"Pay W. P. Webb agent Mutual Benefit  
Life Insurance Co. N. York, N. Y. being  
premium due July 23/70, on Policy  
No 56630." I also enclose note signed  
by my wife, dated July 23/70, for \$1000  
to you as per contract on the do, in  
your letter of July 1870. I confess  
I do not see why this note should

**Names:**

Walker, L. P.

Webb, W. P.

**Places:**

Huntsville, AL

**Types:**

correspondence

**Dates:**

Jul 19, 1870

CPB 4/3 1870 (2) 187  
472

2

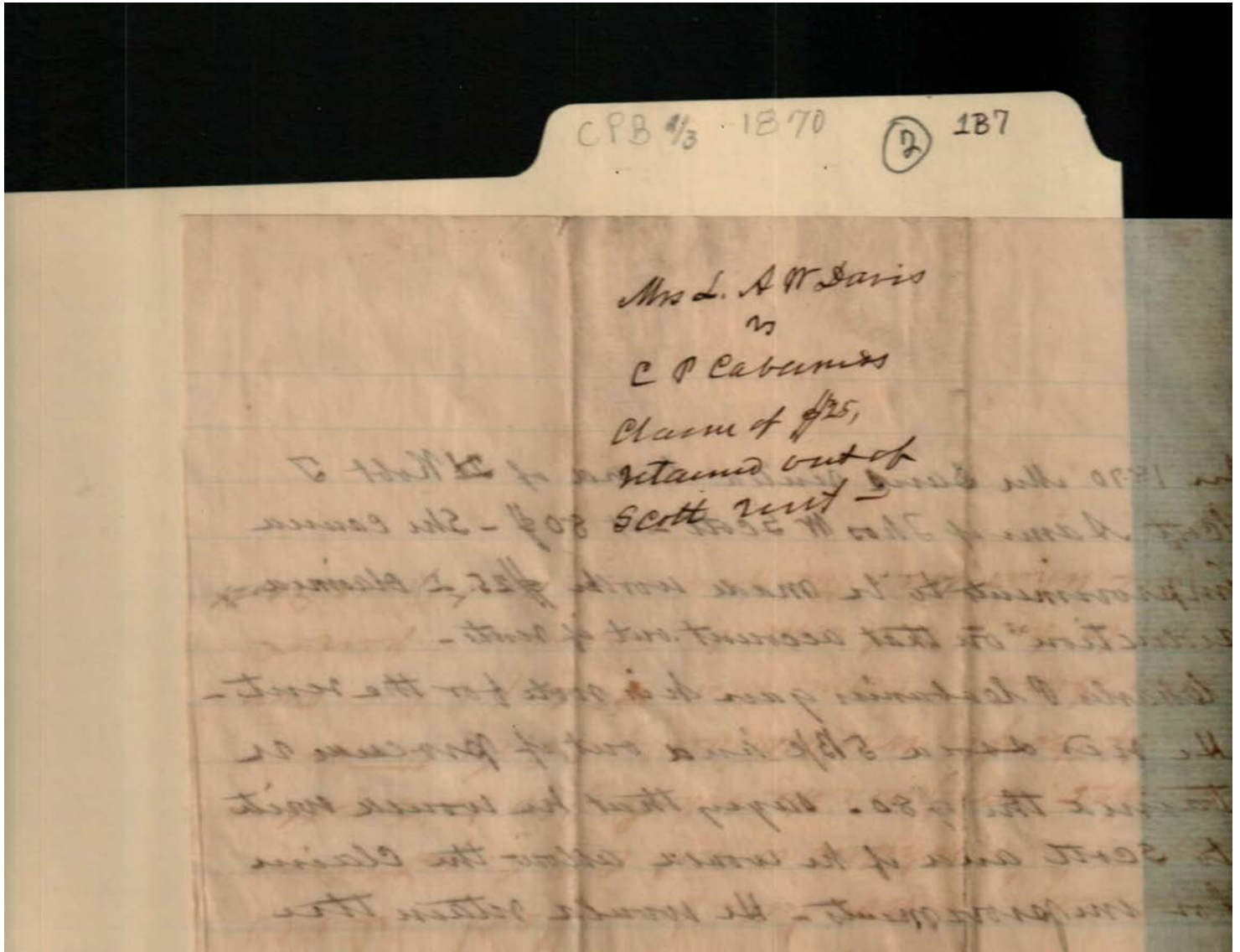
misses and you, when there are  
your dead, but I suppose this process  
will eventually explain itself.  
There is one thing, however, I should  
like to know, what amount in  
Cash would pay up the job,  
as full, and could this be?  
Yours respectfully  
L. P. Walker

**Names:**

Walker, L. P.

**Types:**

correspondence



**Names:**

Cabiniss, S. D.

Davis, L. A. W., Mrs.

**Types:**

memo

CPB 4/3 1870 (2) 187

In 1870 Mrs Davis rented a house of Dr Robt T Scott name of Thos W Scott - at 80\$ - She caused improvements to be made worth \$25 & claimed a "deduction" on that account out of rents - Charles P Cabaniss gave her note for the rent - He rec'd 2000 5 Bk and out of proceeds retained the \$80. saying that he would write to Scott and if he would allow the claim for improvements - He would retain the \$25. for Mrs Davis - He thinks that C.P.C. probably got no letter from Scott - Does not know whether or not C.P.C. got retained the \$25. or paid the whole \$80 to Scott - If the \$25. was retained by C.P.C. then Mrs Davis claims that Estate of C.P.C. owns it to her - I am to examine papers & see what was the fact as to amt paid Scott

**Names:**

Cabaniss, Charles P.

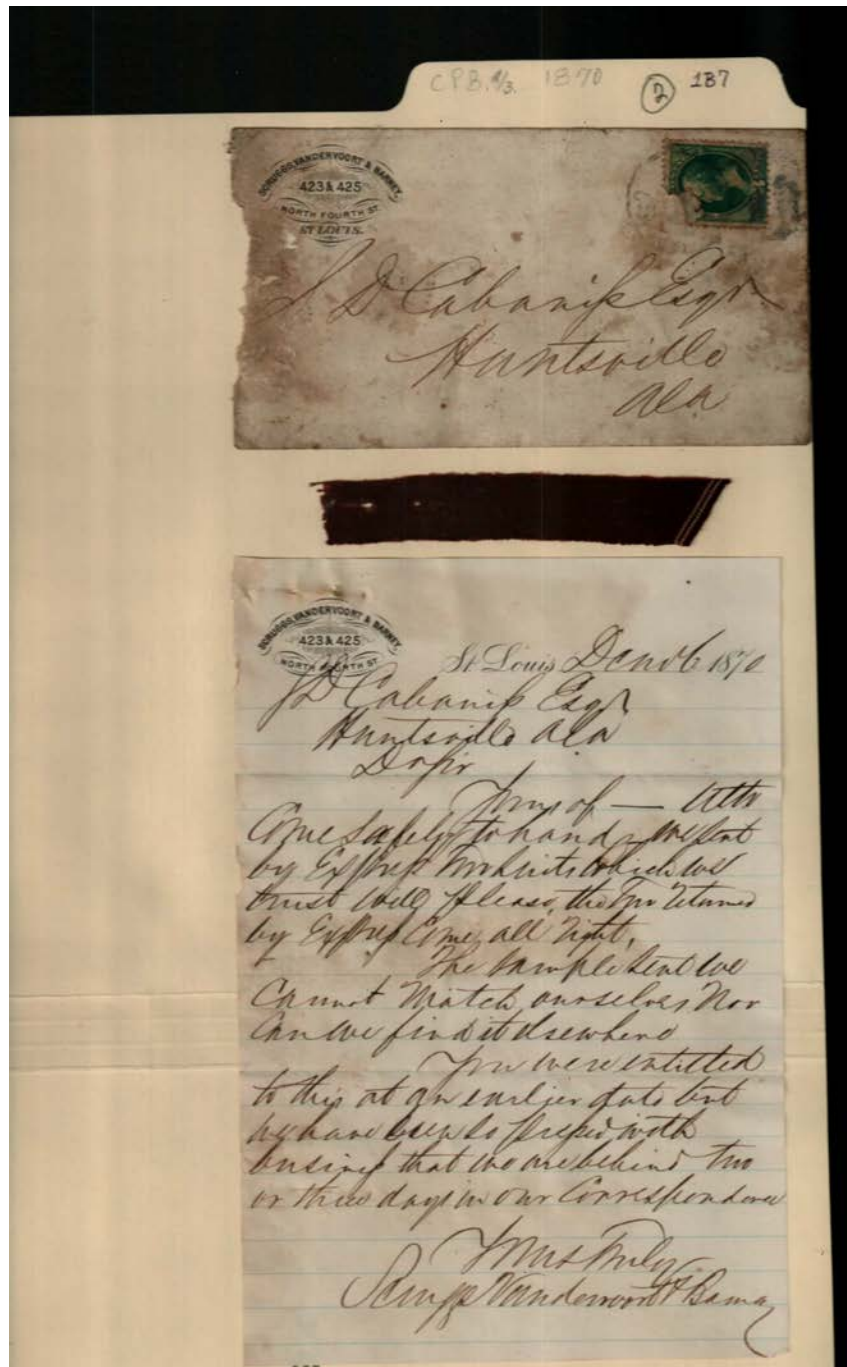
Davis, Mrs.

Scott, Robert T.

**Types:**

correspondence





**Names:**

Barney,  
Cabiness, S. D.

Huit, Mr.  
Scruff,

Vanderwood,

**Places:**

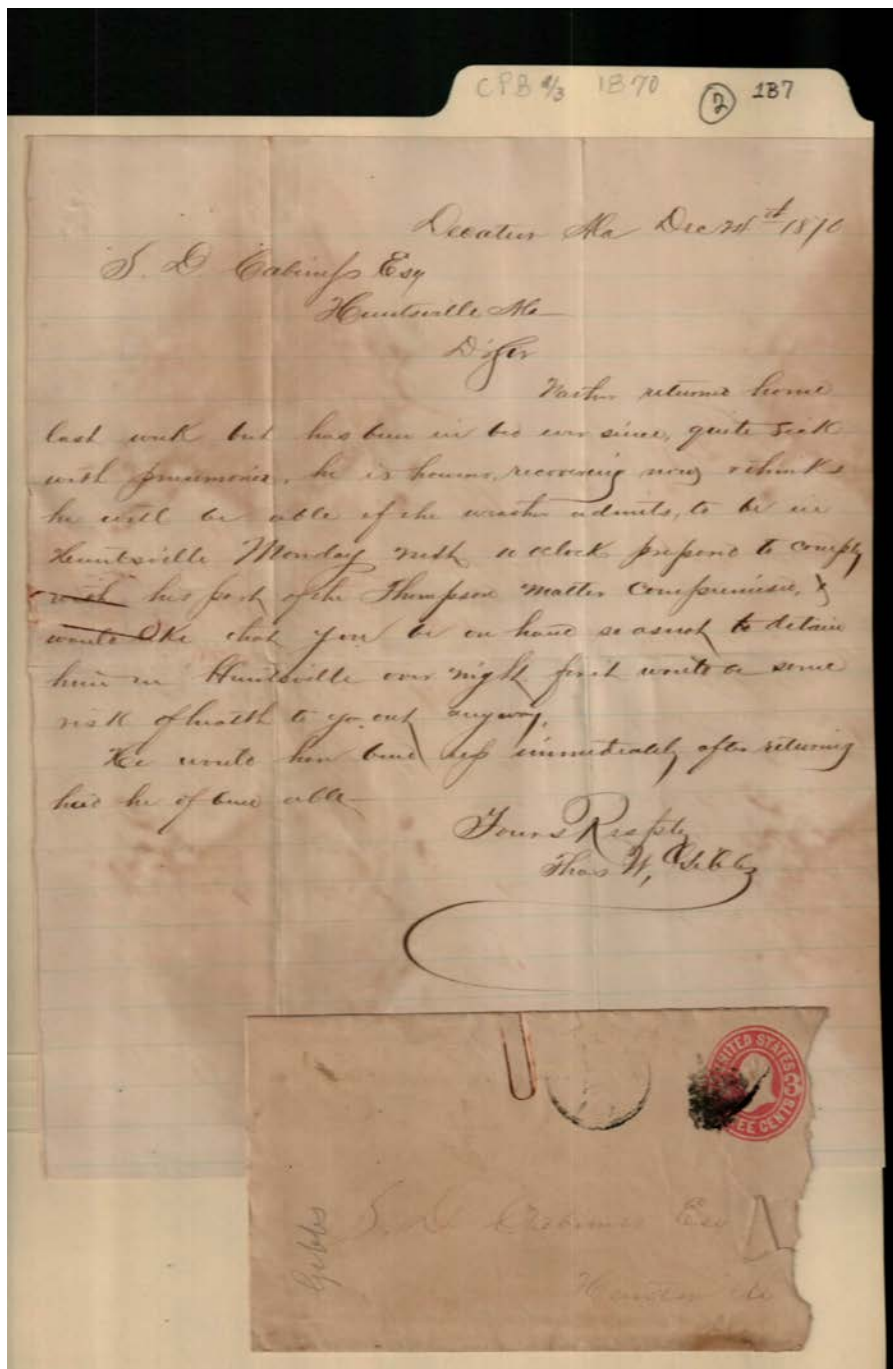
St. Louis, MO

**Types:**

correspondence

**Dates:**

Dec 06, 1870



**Names:**

Cabaniss, S. D.

Gibbs, Thomas W.

Thompson,

**Places:**

Decatur, AL

**Types:**

correspondence

**Dates:**

Dec 24, 1870

CFB 1/3 1870 (2) 187

Ada Carlton

The aut report at last time by her  
 has been & I find correct except  
 for account by the of state at  
 last term. <sup>the aut report to happen by her</sup> ~~aut report~~  
 that the app. Nov 1 1870 the aut  
 had in cash & a dep with F & D  
 \$800.00 <sup>of which a copy to him on Nov 1 1870</sup>  
 and ~~cash on file on 1st Nov 1870~~ <sup>with the aut &</sup>  
 net amt to \$3177.67. Another he  
 has disbursed on of of said estate  
 \$3429.40 being balance in cash  
 hand & which is dep with F & D  
 of \$10348.37.

Further due to aut at 1 day of  
 Dec 1870 <sup>in last term</sup> ~~aut account~~ \$783.83  
 has applied \$3050 each to the ~~balance of all the~~  
~~of his disbursements~~ <sup>payments made</sup>  
 to himself on Dec 1 1870 that  
 remains due to him of \$5038.70.  
 at this date —

**Names:**

Carlton, Ada A.

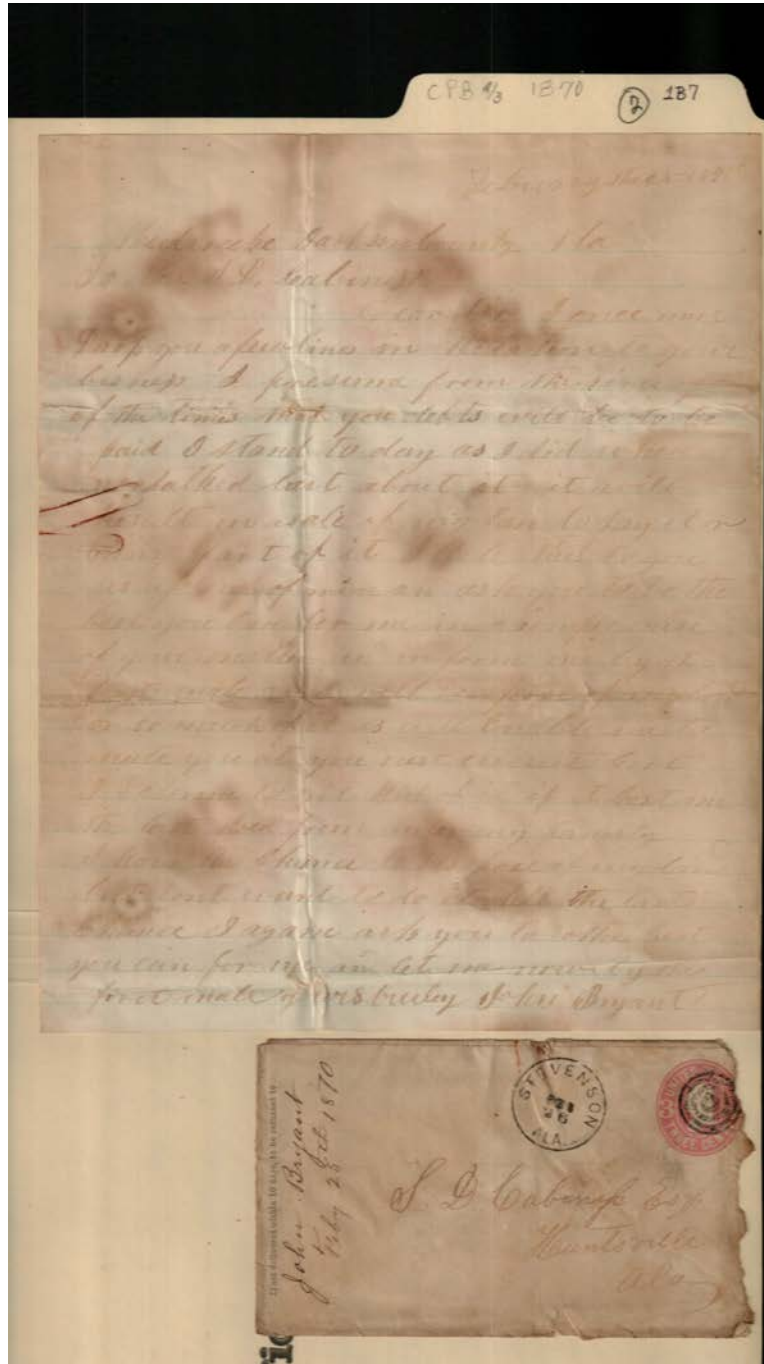
**Types:**

memo

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 7, Folder 2

Legal and court documents, 1870 (2 of 3)

Image 108 r01b07-02-000-0120 [Contents](#) [Index](#) [About](#)



**Names:**

Bryant, John

Cabiness, S. D.

**Places:**

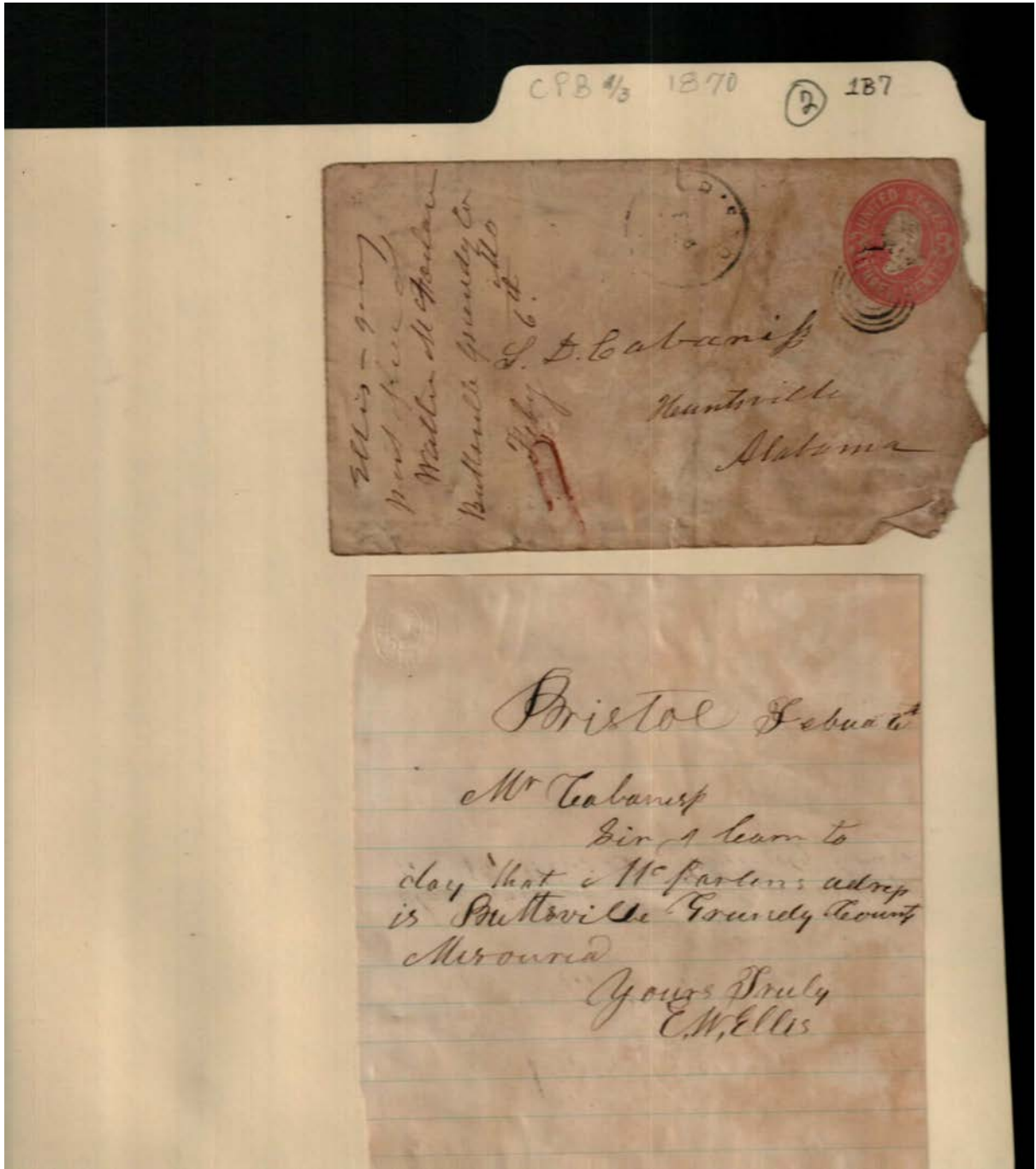
Stevenson, AL

**Types:**

correspondence

**Dates:**

Feb 25, 1870



**Names:**

Cabaniss, S. D.

Ellis, E. W.

Farlan, Walter M.

**Places:**

Bristol,

**Types:**

correspondence

**Dates:**

Feb 06,

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 7, Folder 2

Legal and court documents, 1870 (2 of 3)

Image 110 r01b07-02-000-0122 [Contents](#) [Index](#) [About](#)



**Names:**

Cabiniss, S. D.

**Places:**

Iuka, MS

**Types:**

envelope

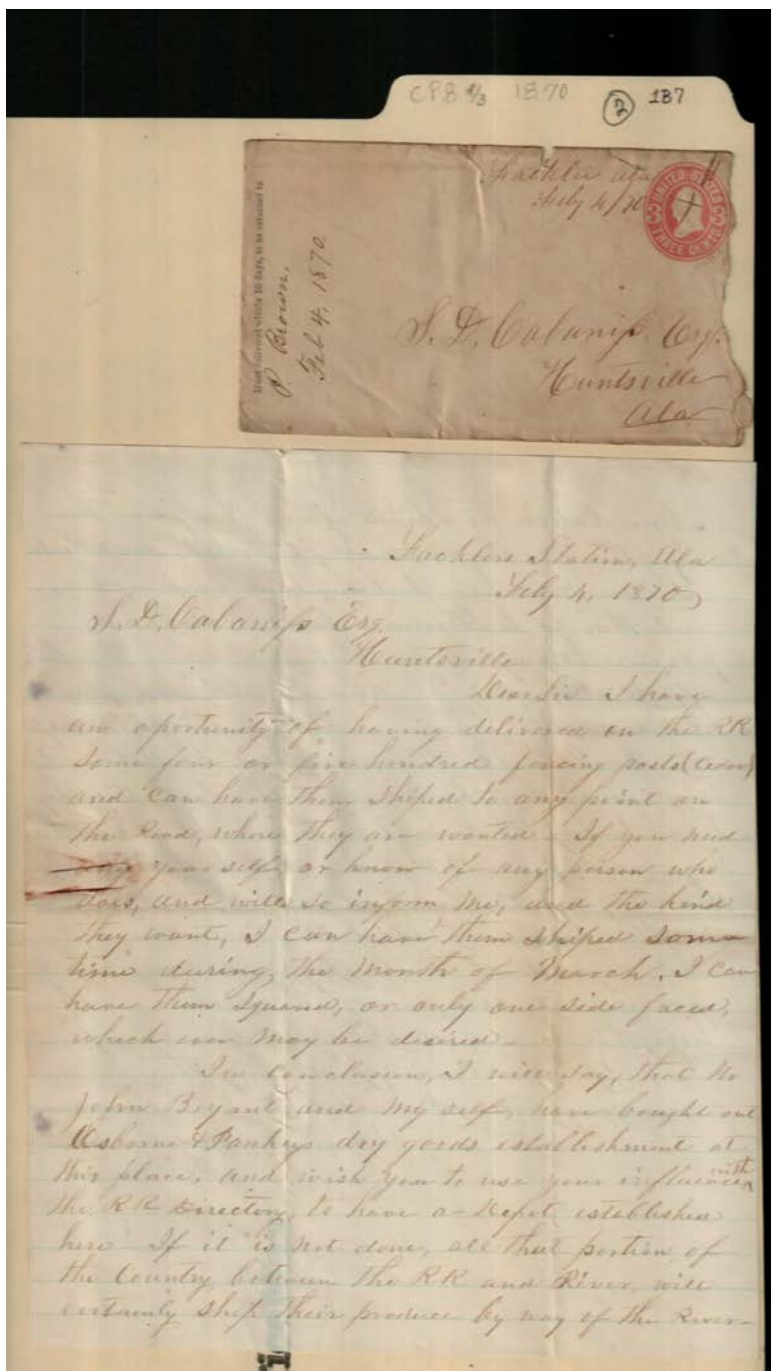
**Dates:**

Feb 06,

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 7, Folder 2

Legal and court documents, 1870 (2 of 3)

Image 111 r01b07-02-000-0123 [Contents](#) [Index](#) [About](#)



**Names:**

Bryant, John

Cabaniss, S. D.

Osborn,

Pankeys,

**Places:**

Fackler Station, AL

**Types:**

correspondence

**Dates:**

Jul 04, 1870

CPB 4/3 1870 (2) 187

New Cotton is shipped from this point, than any other on the Road, except perhaps Paint Rock. Shippers now have to bring their produce here, and then go to Stevenson to buy Cars, and procure Manifests, for shipment, and thus their efforts are always attended with delay and considerable expense. Hundreds would pass on the Train to Stevenson and Scottsboro, who now go on horseback, from the fact, that they have to pay the same fare from here to Stevenson that they would from Bellefonte, and to Scottsboro, that they would from Stevenson.

This portion of the letter, is written at the request of Gen. Coffey, and many other prominent citizens of this Section, with hope that you will do what you can for us. If you can effect any thing, in our favor, you will please let us hear from you.

Your Friend  
P. Brown

**Names:**

Brown, P.

Coffey, Gen.

**Types:**

correspondence



Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 7, Folder 2  
Legal and court documents, 1870 (2 of 3)

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

## Table of Contents

<a href="#">Image 1</a> (r01b07-02-000-0010)	<a href="#">Image 30</a> (r01b07-02-000-0040)	<a href="#">Image 59</a> (r01b07-02-000-0070)	<a href="#">Image 88</a> (r01b07-02-000-0099)
<a href="#">Image 2</a> (r01b07-02-000-0011)	<a href="#">Image 31</a> (r01b07-02-000-0041)	<a href="#">Image 60</a> (r01b07-02-000-0071)	<a href="#">Image 89</a> (r01b07-02-000-0100)
<a href="#">Image 3</a> (r01b07-02-000-0012)	<a href="#">Image 32</a> (r01b07-02-000-0042)	<a href="#">Image 61</a> (r01b07-02-000-0072)	<a href="#">Image 90</a> (r01b07-02-000-0101)
<a href="#">Image 4</a> (r01b07-02-000-0013)	<a href="#">Image 33</a> (r01b07-02-000-0043)	<a href="#">Image 62</a> (r01b07-02-000-0073)	<a href="#">Image 91</a> (r01b07-02-000-0102)
<a href="#">Image 5</a> (r01b07-02-000-0014)	<a href="#">Image 34</a> (r01b07-02-000-0044)	<a href="#">Image 63</a> (r01b07-02-000-0074)	<a href="#">Image 92</a> (r01b07-02-000-0103)
<a href="#">Image 6</a> (r01b07-02-000-0015)	<a href="#">Image 35</a> (r01b07-02-000-0046)	<a href="#">Image 64</a> (r01b07-02-000-0075)	<a href="#">Image 93</a> (r01b07-02-000-0104)
<a href="#">Image 7</a> (r01b07-02-000-0016)	<a href="#">Image 36</a> (r01b07-02-000-0047)	<a href="#">Image 65</a> (r01b07-02-000-0076)	<a href="#">Image 94</a> (r01b07-02-000-0105)
<a href="#">Image 8</a> (r01b07-02-000-0017)	<a href="#">Image 37</a> (r01b07-02-000-0048)	<a href="#">Image 66</a> (r01b07-02-000-0077)	<a href="#">Image 95</a> (r01b07-02-000-0106)
<a href="#">Image 9</a> (r01b07-02-000-0018)	<a href="#">Image 38</a> (r01b07-02-000-0049)	<a href="#">Image 67</a> (r01b07-02-000-0078)	<a href="#">Image 96</a> (r01b07-02-000-0107)
<a href="#">Image 10</a> (r01b07-02-000-0019)	<a href="#">Image 39</a> (r01b07-02-000-0050)	<a href="#">Image 68</a> (r01b07-02-000-0079)	<a href="#">Image 97</a> (r01b07-02-000-0108)
<a href="#">Image 11</a> (r01b07-02-000-0020)	<a href="#">Image 40</a> (r01b07-02-000-0051)	<a href="#">Image 69</a> (r01b07-02-000-0080)	<a href="#">Image 98</a> (r01b07-02-000-0109)
<a href="#">Image 12</a> (r01b07-02-000-0021)	<a href="#">Image 41</a> (r01b07-02-000-0052)	<a href="#">Image 70</a> (r01b07-02-000-0081)	<a href="#">Image 99</a> (r01b07-02-000-0110)
<a href="#">Image 13</a> (r01b07-02-000-0022)	<a href="#">Image 42</a> (r01b07-02-000-0053)	<a href="#">Image 71</a> (r01b07-02-000-0082)	<a href="#">Image 100</a> (r01b07-02-000-0111)
<a href="#">Image 14</a> (r01b07-02-000-0023)	<a href="#">Image 43</a> (r01b07-02-000-0054)	<a href="#">Image 72</a> (r01b07-02-000-0083)	<a href="#">Image 101</a> (r01b07-02-000-0112)
<a href="#">Image 15</a> (r01b07-02-000-0024)	<a href="#">Image 44</a> (r01b07-02-000-0055)	<a href="#">Image 73</a> (r01b07-02-000-0084)	<a href="#">Image 102</a> (r01b07-02-000-0113)
<a href="#">Image 16</a> (r01b07-02-000-0025)	<a href="#">Image 45</a> (r01b07-02-000-0056)	<a href="#">Image 74</a> (r01b07-02-000-0085)	<a href="#">Image 103</a> (r01b07-02-000-0114)
<a href="#">Image 17</a> (r01b07-02-000-0026)	<a href="#">Image 46</a> (r01b07-02-000-0057)	<a href="#">Image 75</a> (r01b07-02-000-0086)	<a href="#">Image 104</a> (r01b07-02-000-0115)
<a href="#">Image 18</a> (r01b07-02-000-0028)	<a href="#">Image 47</a> (r01b07-02-000-0058)	<a href="#">Image 76</a> (r01b07-02-000-0087)	<a href="#">Image 105</a> (r01b07-02-000-0116)
<a href="#">Image 19</a> (r01b07-02-000-0029)	<a href="#">Image 48</a> (r01b07-02-000-0059)	<a href="#">Image 77</a> (r01b07-02-000-0088)	<a href="#">Image 106</a> (r01b07-02-000-0117)
<a href="#">Image 20</a> (r01b07-02-000-0030)	<a href="#">Image 49</a> (r01b07-02-000-0060)	<a href="#">Image 78</a> (r01b07-02-000-0089)	<a href="#">Image 107</a> (r01b07-02-000-0118)
<a href="#">Image 21</a> (r01b07-02-000-0031)	<a href="#">Image 50</a> (r01b07-02-000-0061)	<a href="#">Image 79</a> (r01b07-02-000-0090)	<a href="#">Image 108</a> (r01b07-02-000-0120)
<a href="#">Image 22</a> (r01b07-02-000-0032)	<a href="#">Image 51</a> (r01b07-02-000-0062)	<a href="#">Image 80</a> (r01b07-02-000-0091)	<a href="#">Image 109</a> (r01b07-02-000-0121)
<a href="#">Image 23</a> (r01b07-02-000-0033)	<a href="#">Image 52</a> (r01b07-02-000-0063)	<a href="#">Image 81</a> (r01b07-02-000-0092)	<a href="#">Image 110</a> (r01b07-02-000-0122)
<a href="#">Image 24</a> (r01b07-02-000-0034)	<a href="#">Image 53</a> (r01b07-02-000-0064)	<a href="#">Image 82</a> (r01b07-02-000-0093)	<a href="#">Image 111</a> (r01b07-02-000-0123)
<a href="#">Image 25</a> (r01b07-02-000-0035)	<a href="#">Image 54</a> (r01b07-02-000-0065)	<a href="#">Image 83</a> (r01b07-02-000-0094)	<a href="#">Image 112</a> (r01b07-02-000-0124)
<a href="#">Image 26</a> (r01b07-02-000-0036)	<a href="#">Image 55</a> (r01b07-02-000-0066)	<a href="#">Image 84</a> (r01b07-02-000-0095)	<a href="#">Table of Contents</a>
<a href="#">Image 27</a> (r01b07-02-000-0037)	<a href="#">Image 56</a> (r01b07-02-000-0067)	<a href="#">Image 85</a> (r01b07-02-000-0096)	<a href="#">Name &amp; Place Index</a>
<a href="#">Image 28</a> (r01b07-02-000-0038)	<a href="#">Image 57</a> (r01b07-02-000-0068)	<a href="#">Image 86</a> (r01b07-02-000-0097)	<a href="#">About the Collection</a>
<a href="#">Image 29</a> (r01b07-02-000-0039)	<a href="#">Image 58</a> (r01b07-02-000-0069)	<a href="#">Image 87</a> (r01b07-02-000-0098)	

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 7, Folder 2

Legal and court documents, 1870 (2 of 3)

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

Name & Place Index

, Frank [33](#)  
Agils, Gen'l [64](#)  
Alexander, J. W. [65](#)  
Allison, T. N. [69](#)  
Ashford, W. E. [34](#)  
Baltimore, MD [51](#), [57](#)  
Barnett, James [32](#)  
Barney, [105](#)  
Beadle, John S. [3](#), [4](#)  
Beadle, John [1](#)  
Bell, Henry [54](#)  
Bellefonte, AL [19](#), [30](#)  
Bellefonte [5](#)  
Berman, Austin H. [12](#)  
Blankenship, Willis [27](#)  
Blount, [20](#)  
Boyd, James A. [81](#)  
Brian, Samuel P. [9](#)  
Brickage, Lewis [52](#)  
Brickel, R. C. [82](#)  
Bristol, [109](#)  
Brown, P. [112](#)  
Bryant, John [69](#), [108](#), [111](#)  
Buckel, [32](#)  
Bushell, [52](#)  
Bynum, E. L. [16](#)  
Bynum, Enis [16](#)  
Bynum, O. H. [15](#), [16](#)  
Byrd, Bolling [7](#), [8](#), [9](#), [11](#)  
Byrd, Grizzetti J. [7](#), [8](#), [9](#), [11](#)  
Byrd, Jeff Ella [8](#)  
Byrd, William B. [7](#), [8](#)  
Cabiness, Charles P. [104](#)  
Cabiness, S. D. [1](#), [5](#), [6](#), [13](#), [14](#), [18](#), [19](#), [20](#), [21](#), [22](#), [23](#),  
[25](#), [30](#), [45](#), [46](#), [69](#), [72](#), [74](#), [76](#), [78](#), [79](#), [81](#), [82](#), [83](#), [84](#),  
[89](#), [91](#), [103](#), [105](#), [106](#), [108](#), [109](#), [110](#), [111](#)  
Cabiness, [27](#), [32](#), [34](#)  
Calcock, C. J. [23](#)  
Caldwell, H. [5](#)  
Campbell, A. [86](#)  
Campbell, [64](#), [68](#)  
Card, [47](#)  
Carlton, Ada A. [107](#)  
Carmichael, Fell [74](#)  
Carter, W. J. [19](#)  
Carthy, Mrs. [30](#)  
Clark, John [99](#)  
Clark, Judge [89](#)  
Clay, Hugh L. [24](#)  
Coffey, Gen. [112](#)  
Cooper, Edmund [23](#)  
Cooper, W., Col. [45](#), [76](#)  
Cooper, W., [77](#)  
Cooper, W. [80](#)  
Corry, Jell [74](#)  
Courtland, AL [34](#)  
Davis, L. A. W., Mrs. [103](#)  
Davis, Mrs. [104](#)  
Decatur, AL [106](#)  
Delaney, H. [19](#)  
Delaney, Mrs. [18](#)  
Dickson, Col. [84](#)  
Dill, Isaiah [90](#), [91](#)  
Douglas, Lewis M. [27](#)  
Eddins, N. J., Mrs. [4](#)  
Ellis, E. W. [109](#)  
Elyter, AL [75](#)  
Fackler Station, AL [111](#)  
Fackler, AL [69](#)  
Farlan, Walter M. [109](#)  
Ford, [92](#)  
Fordyce, [22](#), [74](#)  
Gadsden, AL [20](#), [21](#)  
Garth, [82](#)  
Gibbs, Mr. [48](#)  
Gibbs, Thomas W. [106](#)  
Gibbs, Tom [79](#)  
Gibbs, [49](#), [76](#)  
Glass, Christopher G. [12](#)  
Gordon, [35](#)  
Grayson, [90](#)  
Griffin, William M. [35](#)  
Guntersville, AL [35](#)  
Hallet, F. G. [58](#)  
Hamilton, Vana L. [25](#)  
Hampton, [23](#)  
Hansbrough, Elijah [30](#)  
Harris, Jack [34](#)  
Harris, W. J. [34](#)  
Harris, [28](#)  
Hathcock, F. D. [14](#)  
Hathcock, John [14](#)  
Henry, Sam [21](#)  
Henry, [20](#)  
Hickman, [35](#)  
Holly Green Plantation, AR [45](#), [76](#)  
Huit, Mr. [105](#)  
Hundley, Mr. [42](#)  
Hunt, Robert [14](#)  
Huntsville, AL [6](#), [17](#), [22](#), [23](#), [33](#), [48](#), [68](#), [72](#), [74](#), [78](#), [89](#),  
[91](#), [92](#), [93](#), [94](#), [95](#), [96](#), [97](#), [98](#), [100](#), [101](#)  
Inman, [31](#)  
Iuka, MS [110](#)  
Jellorgan, A. J. [14](#)

Johnson, [84](#)  
Jones, Jasper J. [81](#)  
Karrk, S. K. [74](#)  
King, M. A. [1](#), [2](#)  
King, Virginia [1](#)  
King, [3](#)  
Kirk, W. J. (Sheriff) [82](#)  
Kucherall, [25](#)  
Lacy, Theo [72](#)  
Landman, J. H. [17](#)  
Larkin, W. R. [82](#)  
Leftwich, W. D. [17](#)  
Lewis, Judge [14](#)  
Lewis, [28](#)  
Love, J. R. [14](#)  
Lowery, Tate [14](#)  
Lykes, Frank [89](#)  
Madison CO, AL [27](#)  
Madison Co, AL [32](#)  
Madison Co., AL [7](#)  
Malloy, D. [23](#), [24](#)  
Martin, Alberto, Capt. [75](#)  
Martin, Albert [74](#)  
Martin, Mrs. [74](#)  
Martin, [89](#)  
Mastin, Mr. [35](#)  
McCalley, T. S. [24](#)  
McClung, M., Mrs. [33](#)  
McGee, Judge [89](#)  
Mead, L. G. [82](#)  
Memphis, TN [46](#), [84](#)  
Moore, Billy [89](#)  
Moulton, AL [15](#)  
Neal, Frank [7](#), [9](#), [11](#), [12](#)  
New York, NY [58](#), [60](#), [61](#), [62](#), [63](#), [64](#), [65](#), [66](#), [67](#), [70](#), [71](#)  
Newark, NJ [59](#)  
Osborn, [111](#)  
Pankeys, [111](#)  
Pearson, J. C. [12](#)  
Penny, Walter A. [86](#), [87](#)  
Pettit, [47](#), [85](#)  
Phillips G. W. [58](#), [71](#)  
Phillips, George W. [67](#)  
Philly, G. W. [60](#), [61](#)  
Porter, W. H. [12](#)  
Pride, John F. [32](#)  
Pride, [31](#)  
Pruit, [15](#)  
Rice, Francisco [14](#)  
Rice, [90](#)  
Rison, Gordy C. [22](#)  
Rison, John L. [9](#)  
Rison, [74](#), [92](#)  
Robinson, [32](#)  
Ross, John [86](#), [87](#)  
Samrage, James [74](#)  
Scott, Robert T. [104](#)  
Scottsboro, AL [81](#), [82](#)  
Scruff, [105](#)  
Scruggs, Mrs. [42](#)  
Simpson, J. S. (Sheriff) [34](#)  
Simpson, [85](#)  
Smith, Elam G. [54](#)  
Smith, Exly [90](#)  
Smith, Gov. [89](#)  
Smith, H. R., Rev. [33](#)  
Smith, J. D. [89](#)  
Smith, Mr. [42](#)  
Smith, Mrs. [33](#)  
Smith, R. C. [6](#)  
Snodgrass, Col. [81](#)  
Snodgrass, John [5](#)  
Spint, H. C. [15](#)  
St. Louis, MO [105](#)  
Stevenson, AL [108](#)  
Sublette, [64](#), [68](#)  
Sykes, A. J. [16](#)  
Thompson, M. H. [45](#), [47](#), [77](#), [79](#), [80](#), [83](#), [85](#)  
Thompson, Matthew H. [48](#)  
Thompson, [106](#)  
Toney, Clairson H. [10](#)  
Topeka, KS [52](#)  
Torian, Samuel [7](#)  
Townsend, [27](#), [79](#)  
Turere, T. [62](#)  
Turner, Daniel N. [32](#)  
Turner, H. P., Jr. [32](#)  
Turner, Henry P. [32](#)  
Tuscaloosa, AL [1](#)  
Tuscumbia, AL [79](#)  
Vance, [23](#), [26](#)  
Vanderwood, [105](#)  
Vaughn, Francis [17](#)  
Walker, L. P. [51](#), [52](#), [57](#), [60](#), [61](#), [64](#), [65](#), [68](#), [71](#), [92](#), [93](#),  
[94](#), [95](#), [96](#), [97](#), [98](#), [99](#), [100](#), [101](#), [102](#)  
Walker, LeRoy P. [58](#), [59](#), [62](#), [63](#), [66](#)  
Walker, [15](#), [32](#), [35](#)  
Ward, F. P. [15](#), [16](#), [17](#), [20](#), [21](#)  
Ward, Mr. [81](#)  
Ward, [32](#), [34](#), [82](#)  
Webb, W. P. [51](#), [57](#), [59](#), [98](#), [99](#), [101](#)  
Weller, [33](#)  
White, Parsons [90](#)  
Whitesburg, AL [14](#)  
Whiteseburg, AL [14](#)  
Wilmouth, [28](#)  
Wilson, Beadley [8](#)  
Womble, Charles [7](#), [11](#)

# 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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