

CPB 1B6 (5) 1868 1 2/4

The Answer of Josephine Prewit to the Bill of Complaint of Robert H. Wilson heretofore filed in the District Court of the United States for the Northern District of Alabama against this defendant and others -

This defendant reserving to herself all right of exception to the many errors & insufficiencies of said Bill of Complaint for answer thereto saith;

- 1- She is advised that the allegations of the first paragraph of said Bill are true
- 2- She is advised that the allegations of the second paragraph of said Bill are true
- 3- She is advised that the allegations of the third paragraph of said Bill are true
- 4- She knows nothing of the allegations of the fourth paragraph of said Bill, except that when said debt was executed she was informed by the said Richard Prewit that he was indebted, but to whom and in what sums, respondent never knew, and whatever fact is material in this respect she requires to be proved

Names:

Prewit, Josephine

Prewit, Richard

Wilson, Robert H.

Places:

North District Court,
AL

Types:

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5 I said Richard Prewit was insolvent on the said 27th of April 1866, this respondent was entirely ignorant of the fact, and had no reason to, nor did she suspect the fact to be so. She denies that, in the conveyance aforesaid, the said Richard intended to hinder, delay, and defraud his creditors. The only intent or purpose which said Richard had which was or is known to respondent, was declared in the deed itself.

Whether said Exhibit B is a copy of said deed respondent does not know but a copy thereof is an exhibit to the answer of the said Richard, and she refers there to, as the proper evidence thereof.

+ 6 Respondent had no ~~and~~ ^{such} knowledge as is charged in the sixth paragraph of said Bill - nor does she believe the creditors therein provided for had such knowledge, nor does she believe that said Richard had any such purpose or intent. If he had, it was wholly unknown to respondent, and she did not join him in any such contrivance, or in any contrivance whatever.

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Names:

Prewit, Richard

Places:

North District Court,
AL

Types:

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Dates:

Apr 27, 1866

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7 Respondent does not know whether the debt mentioned in the seventh paragraph of said Bill has been assigned to the said Chapman, or not. He denies, however, that said deed has any fraudulent character; and therefore that said Chapman had any motive therefor.

8 The debt to Walker, Brickell & Lewis, was, as respondent is informed & believes, for writing said deed and has been paid off & discharged.

9 Said deed did not convey all the property then owned by the said Richard Prewit, nor was the property thereby conveyed worth sixty seven thousand dollars.

10 Said deed was not made without previous contract or stipulation. It is true, that the particular property thereby conveyed was not at the time of the contract to convey, designated either by sections, or subdivisions of sections, or by exact quantity. But it was agreed by said Rich-

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Names:

Brickell,
Chapman,

Lewis,
Prewit, Richard

Walker,

Places:

North District Court,
AL

Types:

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and required by this respondent, that he should convey to her a large quantity of land, from six to one thousand acres, and personal property of the character afterward conveyed in said deed.

Said deed was not attested by any notropes and the acknowledgment of its execution by said Richard was made before its delivery to, and acceptance by this respondent.

11 Answering the allegations of the eleventh paragraph of said Bill respondent says, that said deed of said Richard to her was a bona fide transaction in all things; that it was not made by said Richard for the purpose of placing his property beyond the reach of his creditors, for his own use and benefit: that said Richard had not, at any time prior ~~thereto~~ sought to secure all or any portion of said property from his creditors by a conveyance thereof to said J. R. Bates; nor did he cause an account to be stated against him in favor of said Bates for any such purpose as that charged; nor did he execute

Names:

, Richard

Bates, J. R.

Places:

North District Court,
AL

Types:

Legal Letter

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a deed to said Bates for any such fraudulent purposes. Respondent has no personal knowledge, of any of these matters but she is satisfied in her own mind that such and all of said allegations are wholly false and she therefore denies them. The allegations in said Eleventh paragraph that said Richard informed this respondent of his fraudulent purpose to defraud his creditors, and induced her to join and wit him in carrying out the same is wholly false. Said Richard never intimated to this respondent that he had any such purpose - and she is satisfied that no such purpose was ever contemplated by him - and the only motive actuating her appertaining to said deed is disclosed by the deed itself. Said deed was delivered to respondent before her marriage, either on the day before, or the day thereof, as to which, she is not absolutely certain. Respondent denies that she was ever required by said Richard to make a will of any kind. She did make a will on the 16th day of July,

5

Names:

Bates,

Richard,

Places:

North District Court,
AL

Types:

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1866, a copy of which is an exhibit to the answer of the said Richard in this cause, but said will was voluntarily made by respondent, and its dispositions were not known to said Richard until after the filing of this Bill. Respondent was in delicate health at the time, and then thought as she now does that she had a perfect right to dispose of said property without subjecting herself to criticism.

In my said deposition taken before Mr. Baker, as Commissioner in the case of John A. Lile admr. vs said Richard Prewit, this respondent and others then, and now, pending in the Chancery Court of Laurens County Ala. this respondent in answer to the interrogatories of the said Lile admr. as to the terms of the ante-nuptial contract preceding the execution of said deed of marriage settlement said in substance this; Mr Prewit proposed if I would ^{consent to} marry him to settle on me a separate estate in lands with some personal property. He said he would settle on me some eight thousand acres of land, - but he did not

6

Names:

Baker, W. W.

Lile, John A.

Prewit, Richard

Richard,

Places:

North District Court,
AL

Types:

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describe it particularly or generally, except to say that it was in Franklin and Lawrence Counties Alabama, and consisted of plantations owned by him, nor did he particularly describe the personal property, except to state its character, which he did. This was the substance of his proposition and I consented to marry him if this proposition was substantially performed by him. Beyond this there were no special details that I can now recall; - and this is the substance of what each one said, as I am now able to remember" In my said deposition speaking with reference to the time of ^{the} delivery of said deed of marriage settlement, to me, I said "It was delivered to me" on the day before our marriage, as I believe in Tuscaloosa County, Alabama. Respondent does not remember to have said, in her said deposition, that she knew the said Richard was embarrassed by debts, and on account of his said embarrassment required a settlement of property to be made on her. Her best recollection is, and she therefore states it as a fact, that she

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Names:

Richard,

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made no such statement in her
said deposition -

Respondent here states, that when
she consented to marry said Rich-
ard, and at the time of said marri-
age she had knowledge of the fact
that said Richard was indebted, but
she did not know its extent, nor the per-
sons to whom he was indebted - She
consented to marry said Richard
only on the promises, covenants, and
undertakings by him made, and
specially set out and stated in said
deed of marriage settlement, and
but for these promises, covenants
and undertakings of the said Rich-
ard given and made contemporaneous-
ly with her promise to marry him
and their subsequent performance
by him prior to her marriage, she
could not have married him -

If said Richard contemplated
any fraud, - which however, respond-
ent denies, - she was no party to it; -
she had neither intent, purpose,
nor wish to confederate with said Rich-
ard in fraud of his creditors, nor
did the said Richard intimate or
suggest such conspiracy to her - The

Names:

Richard,

Places:

North District Court,
AL

Types:

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deed of marriage settlement recites
the whole contract, - its purpose, - its
object, - its consideration. There were no
reserved stipulations, or innominate
covenants, and respondent accepted
it as such, and consummated
the marriage on the faith
of it, without a thought that she
thereby wronged any one -

12 Respondent has no knowledge of
the allegations of the 12 paragraphs
of said Bill, beyond the fact that
she was informed and believed,
when said marriage settlement
was made, that said Richard
owned much other property

9

Names:

Richard,

Places:

North District Court,
AL

Types:

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Answering in their order the interrogatories propounded by the complainant, respondent says—

1. Except as herein admitted, in reply to the allegations of the twelve paragraphs of said Bill, the particular years in which they are true and not true, so far as respondent has any knowledge are stated in reply to each
2. Respondent has no knowledge of the matter inquired after in this interrogatory
3. Respondent cannot answer this question, as she does not know
4. Respondent cannot answer this question because she does not know
5. Respondent cannot answer this question because she does not know
6. This question is fully answered by respondent in reply to the allegations of the 11th paragraph of said Bill
7. Respondent and said Richard were married in Tuscaloosa County Ala, on the 6th day of May 1866, and immediately thereafter went to said County of Lawrence. On the

10

Names:

Richard,

Places:

North District Court,
AL

Types:

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The Answer of Richard Prewit, to the Bill of Complaint of Robert H. Wilson heretofore filed in the District Court of the United States, for the Northern District of Alabama, against the Defendant and others -

The Defendant reserving to himself all right of exception to the said Bill of Complaint, for answer there to saith -

- 1 - The allegations of the first paragraph of said Bill are true -
- 2 The allegations of the second paragraph of said Bill are true -
- 3 The allegations of the third paragraph of said Bill are true -
- 4 Answering the allegations of the fourth paragraph of said Bill respondent saith - He denies that he was legally liable on the claim of the said Jessie W. Garth, He was indebted to the said Thomas Lile as there in charged, and to the said Oakley H. Bynum as there in charged, and to the said Mary Wilson as there in charged, - and to the said Isaac N. Owen as there in charged, - and to the said Thomas Ashford as there in charged, but whether

Names:

Ashford, Thomas
Bynum, Oakley H.

Garth, Jessie W.
Lile, Thomas

Owen, Isaac N.
Prewit, Richard

Wilson, Mary
Wilson, Robert H.

Places:

North District Court,
AL

Types:

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said several liabilities aggregate with others not enumerated in said paragraph, the sum of one hundred thousand dollars, respondent does not know, and, therefore can not say

5^o In answering the allegations of the fifth paragraph of said Bill, respondent says, that he was largely involved on the said 27th day of April, 1866, and, as matters have since transpired, he was then indebted, but he did not at that time know such to be the fact -

On that day, he did convey said lands and said personal property to the said Josephine Prewit to whom he was then engaged to be married, and he made said conveyance solely upon the consideration and for the purpose therein specifically stated - Whether the copy appended to Complainant's Bill is a true copy of said deed respondent can not say, but he here with files as part of this answer a true copy thereof, marked Exhibit D. He denies that said deed was executed with the intent to delay, hinder and

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Names:

, Lewis

Brickell, Walter

Prewit, Josephine

Places:

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Types:

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defraud his creditors, or with any other intent than that afore said in the deed itself. The property conveyed to the said Josephine was not all the property then owned by the respondent - On the contrary he owned a large quantity of real estate, and some personal property, not so conveyed.

6 Answering the allegations of the sixth paragraph of said Bill respondent says, that neither the said Josephine, nor the creditors secured by said deed knew of the fraudulent purpose of respondent and joined in his contrivance to hinder delay, and defraud his creditors, for respondent avers that he executed said deed with no such fraudulent intent, nor for any such purpose, but solely upon the consideration, and with the intent and for the purposes disclosed by said deed itself.

7 The debt mentioned in the seventh paragraph of said Bill has been assigned as respondent is informed and believes to the said Chapman, but he could

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Names:

, Josephine

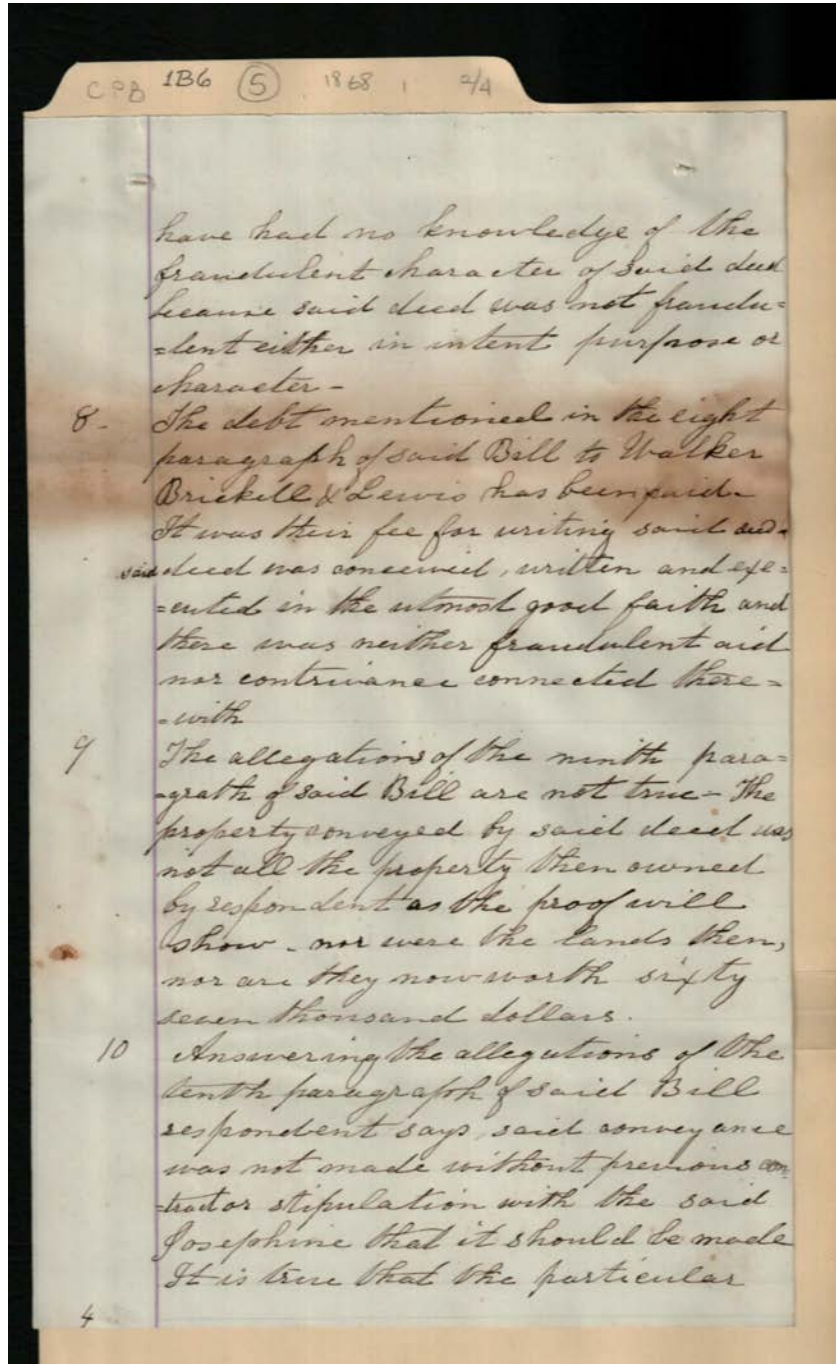
Chapman,

Places:

North District Court,
AL

Types:

Legal Letter



Names:

, Josephine

, Lewis

Brickell, Walter

Places:

North District Court,
AL

Types:

Legal Letter

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property there in described was not specially mentioned in the antecedent agreement, but there was an antecedent agreement between the respondent and the said Josephine that this respondent should convey to her, in consideration of marriage a large amount of ~~Real~~ Real Estate, and some personal property - said deed was not attested by any witnesses and the acknowledgement of its execution by the respondent was made on the day of its date and before its delivery to and acceptance by the said Josephine -

11 Answering the allegations of the eleventh paragraph of said Bill respondent denies that said conveyance was not a bona fide transaction. He denies that it was a fraudulent contrivance substituted in place of one previously suggested and relied on for placing respondents property beyond the

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Names:

, Josephine

Places:

North District Court,
AL

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the reach of his creditors, for his own
use and benefit -

It is not true as alleged in the said
eleventh paragraph of said Bill, that
before the said 27th day of April 1866
this respondent sought to secure all
or a large, or any portion of said prop-
erty from his creditors by an appa-
rent deed of conveyance thereof to
his son-in-law one J. R. Bates, nor
is it true that he caused an account
to be stated against him-self in
favor of said Bates for pretended
services rendered for him by said
Bates - Nor is it true that he then
made it appear by said account
that he was indebted to his said
son-in-law to the sum of thirty
thousand dollars or more - Nor is
it true that any of the allegations
of said paragraph are true, except
as herein now admitted - The facts
upon the points suggested in said
paragraph are these:

In November 1865 I executed to
my then son-in-law J. R. Bates a
deed which was attested by two wit-
nesses and which conveyed certain

6

Names:

Bates, J. R.

Places:

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of the lands afterwards embraced
in my said deed of marriage settle-
ment. The lands so embraced in
said deed to Bates and afterwards
conveyed by said deed of marriage
settlement was the following;
The South $\frac{1}{2}$ of South West $\frac{1}{4}$ of Section 9
Township 5, Range 8 west and the South
East $\frac{1}{4}$ of Section 9 Township 5 Range 8
west - The South West $\frac{1}{4}$ of Section 4,
Township 5, Range 8 West - The North
West $\frac{1}{4}$ of Section 9 Township 5, Range 8
West - The East $\frac{1}{2}$ of South West $\frac{1}{4}$ of Section
9 Township 5, Range 8 West. The South
West $\frac{1}{4}$ of North West $\frac{1}{4}$ of Section 10, Town-
-ship 5, Range 8 West - The South East
 $\frac{1}{4}$ of Section 31, Township 4, Range 8
West - The North East $\frac{1}{4}$ of Section 32,
Township 4, Range 8 West, and 140
acres of the Ashford tract, lying South
of the Memphis & Charleston Rail
Road, including the houses and 65
acres of said Ashford tract lying be-
-tween the Memphis & Charleston
Rail Road, and the public road lead-
-ing from Courtland to Tusculum
and also 80 acres of said Ashford tract,
adjoining the lands of J. W. Donnell,

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Names:

Bates,

Donnell, W. J.

Places:

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making an aggregate of about 7045 acres
 said deed to said Bates, was afterwards
 returned to me by him, and the
 contract was annulled thereby was re-
 -sounded between us - This rescission
 took place very shortly after the deed
 was executed, and said deed was
 until very recently in my possession
 It is now an exhibit to a deposition
 of mine in a case pending in the
 Chancery Court of Lawrence County
 Alabama, where the Administrator
 -or of Thomas Lile is plaintiff and
 the respondent and others are de-
 -fendants - The rescission took
 place and said deed was delivered
 & returned to me by said Bates, be-
 fore my contract of marriage with
 the said Josephine, and before the
 execution by me of said marriage
 settlement - Said deed bears date
 the 26th day of November 1865, and
 was written by Silas McGehee, and
 attested by Hugh C. Lackey and
 O. Chisholm, and is the only deed
 from me to said Bates, so written
 and attested - A copy of said deed
 is herewith filed marked P and
 prayed to be considered part of

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Names:

, Josephine
 Bates,

Chisholm, O.
 Lackey, Hugh C.

Lile, Thomas
 McGehee, Silas

Places:

North District Court,
 AL

Types:

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This answer -
Said deed was intended to be in satisfaction and discharge of my indebtedness to said Bates, and upon the further consideration of the payment to me by said Bates of the difference between my indebtedness to him, and the estimated value of said lands, which is shown by said deed, was the sum of twenty five thousand and nine hundred & eighty dollars - When said deed was executed no formal account had been stated between said Bates and my self ascertaining my exact indebtedness to him, but it was supposed by both of us to be between seventeen and eighteen thousand dollars -
Afterwards, and in the month of July 1866 an account was stated between said Bates and my self, by which my indebtedness was ascertained to be the sum of \$18,560.80 -
A copy of said account is herewith filed, marked Exhibit C and prayed to be considered part of this answer - And there upon in pay -

9

Names:

Bates,

Places:

North District Court,
AL

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ment and satisfaction of said account, executed in July 1866. another deed to said Bates, attested by Robert King and Oswald King as subscribing witnesses which was accepted and received by said Bates in satisfaction and discharge of said indebtedness - A copy of said deed is here with filed marked Exhibit R, and prayed to be considered part of this answer - The lands so conveyed to said Bates, and now in the possession of George E. Kumpe, his administrator, - nor are any portion of them embraced in the said deed of marriage settlement to the said Josephine

At the time said deed to the said Josephine was executed this respondent owned of lands not thereby conveyed about forty seven hundred acres, which were then worth upon an average about \$3 per acre and of personal property, not thereby conveyed, respondent owned about six or seven hundred dollars in value - The aggregate value of the lands so conveyed to the said Josephine was about

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Names:

, Josephine
Bates,

King, Oswald
King, Robert

Kumpe, George E.

Places:

North District Court,
AL

Types:

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\$43,200 Of the lands so conveyed to said Josephine 2185 acres were by said deed charged with the payment of debts to Bradley Wilson & Co, and Walker Brickell & Lewis amounting to \$18,000 which was more than the lands were worth upon which said debts were charged at the date of said deed. The land not so charged with said debts, and conveyed to said Josephine, were not worth at the extreme limit exceeding \$30,000. The whole number of acres so conveyed to said Josephine exclusive of the lands charged with the payment of said debts, was, I think about 4585 acres. Of these 4585 acres 1000 acres is mountain land, which was comparatively, of little value. Estimating the mountain land @ \$125 per acre, which is a full value, and the remaining 3585 acres @ \$8 per acre, which is likewise a full value, the aggregate value of said 4585 acres would be \$29930, which respondent believes is more than said lands would then have brought

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Names:

, Josephine
, Lewis

Bradley,
Brickell, Walter

Wilson,

Places:

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or would now bring—
The personal property conveyed by
said deed of marriage settlement
was then worth about \$3700—
Neither of the said deeds to the
said Bates was executed for the
purpose or with the intent to
suspend, delay or defraud the cred-
itors of the respondent or to secure
any portion of his property from
his creditors— Nor was the said
account stated for any such pur-
-pose or with any such intent—
But the sole motive actuating
respondent in the making of
said deeds, and in stating said
accounts was honestly & fairly with-
out fraudulent intent of any kind
to pay off and discharge an honest
debt due by him to said Bates—
Respondent denies that he ever
communicated a purpose to said
Josephine of trying to save his prop-
-erty from his creditors— he de-
-nies that he ever had such a
purpose— He did inform her
that he was largely in debt—
-but he never in any way in-
-duced or attempted to induce

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Names:

, Josephine

Bates,

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North District Court,
AL

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her to join and aid him in carry-
ing out any fraudulent purpose,
for he again denies ever having
had any such purpose. The said
deed to the said Josephine was
delivered to her before our mar-
riage, and was accepted by her
as a compliance with and a
fulfillment of my promise to
make said settlement in consid-
eration of marriage.

It is not true that the said
Josephine was ever required
by this respondent to make a
will, giving the property so con-
veyed in said deed of marriage
settlement to this respondent
or his descendants -

On the 16th day of July 1866, the said
Josephine did make her will - a
copy whereof is herewith filed,
marked Exhibit 5 and pray-
ed to be considered a part of
this answer. But respondent never
requested her to make said will,
or any will - never suggested to
her any disposition of her property
by will or otherwise, and never
knew what the dispositions of

13

Names:

, Josephine

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AL

Types:

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said will were until in May 1871, when the depositions of said Josephine and this respondent were taken in the case herein before referred to Lile - administrator against this respondent & others pending in the Chancery Court of Lawrence County Alabama and in her said deposition the said Josephine referred to said will and appended to said deposition a copy thereof - Never until then did respondent know how said Josephine had disposed of said property -

This respondent and said Josephine did give their depositions before the said Baker as commissioner in the case of Lile vs said and in their said depositions they did state that the particular property conveyed by said deed was not contracted or stipulated for by the said Josephine. In my said deposition I stated there was at that time no particular designation of any specified lands. But it was stated and stipulated that a large quantity

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Names:

, Josephine

Baker,

Lile,

Places:

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AL

Types:

Legal Letter

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of land and some personal property should be conveyed - There was then no designation of the lands by sections or parts of sections but I stated that I would convey from 8 to 10 thousand acres of land comprising two plantations -

I also said in my said deposition - "The personal property was not named, but it was stipulated and agreed that I should convey personal property of the character mentioned and conveyed in said deed." -

In my said deposition I stated that the said deed of marriage settlement was delivered to the said Josephine "before our marriage, and on the day thereof" -

I do not remember to have said in my said deposition that the said Josephine knew that I was embarrassed by debts, and on account of said embarrassment required a settlement of property to be made on her -

I here now state however that the said Josephine was informed

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Names:

, Josephine

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AL

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...ed by me that I was indebted but
not the extent of my indebted-
ness, for I did not then know it
myself and that knowledge
probably to some extent, influ-
enced her in requiring said
settlement -

What said Josephine said in her
said deposition on the several points
herein referred to, I do not remember &
therefore can not say -

12 Answering the allegations of the 12th
paragraph of said Bill respondent
says, that on the said 27th day of
April, 1866, when said deed of marri-
age settlement was executed he
owned of lands not conveyed thereby
about forty seven hundred acres, and
the personal property designated
in said ^{12th} paragraph - It is true that
that part of the Ashford tract ly-
ing north of the rail road was en-
cumbered with a vendor's lien to
probably the full amount of its
value - the other lands were unin-
cumbered and although some por-
tion there of was entered @ 12 1/2
cents per acre much of it was pur-
chased @ from \$3 to \$6 per acre

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Names:

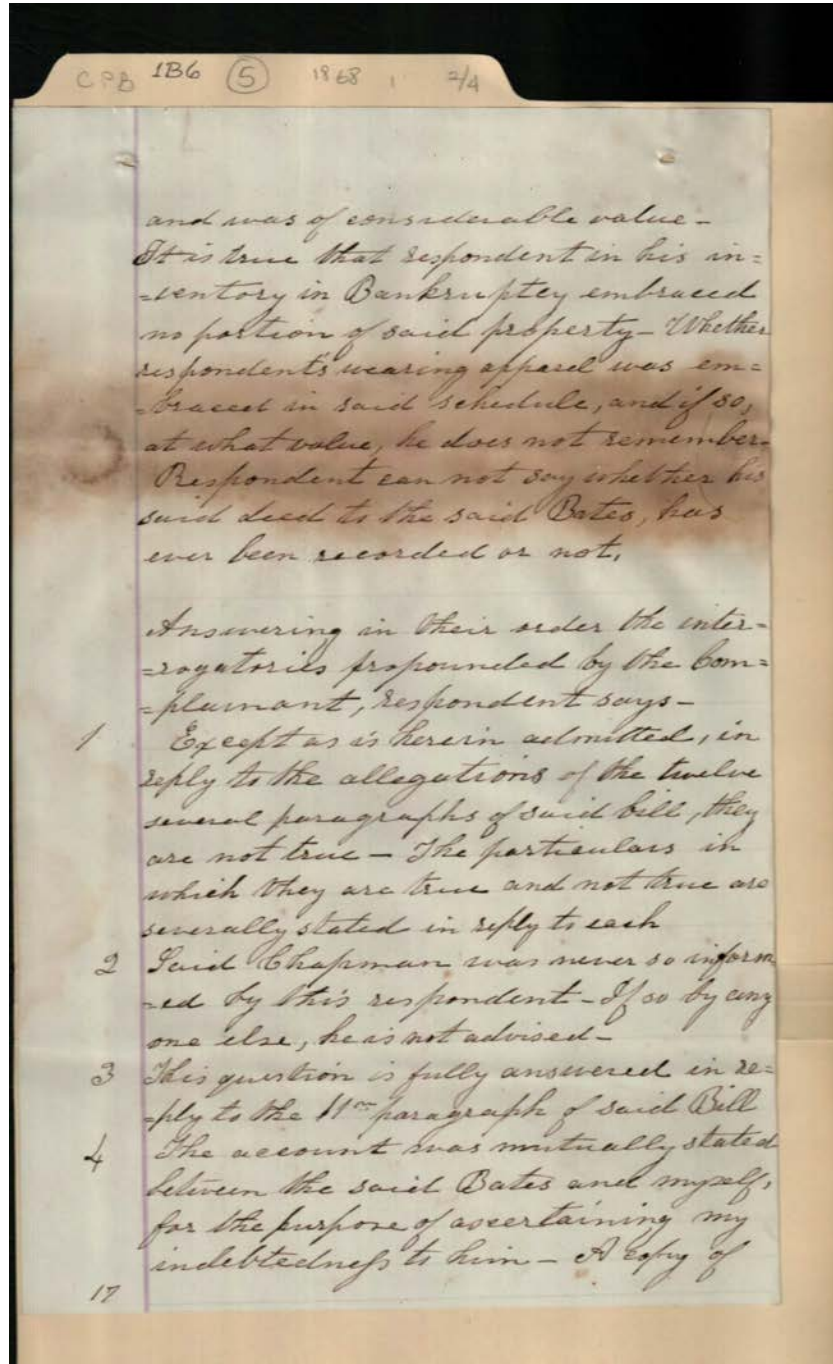
, Josephine

Places:

North District Court,
AL

Types:

Legal Letter



Names:

Bates,

Chapman,

Places:

North District Court,
AL

Types:

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said account has already been made
an exhibit to this unsworn, showing the
items and the sums -
It is without date, but my belief is
that it was stated about the 1st July
1866. It was stated at my residence
in Lawrence County, Ala, and one
was present, that I now remember
except said Bate and myself.

5 This respondent did execute a deed
to said Bate in satisfaction and dis-
-charge of said indebtedness, at the
time, or about the time of stating
said account - It was attested by
Robert King as witness, and con-
veyed the following lands
The 16 section, T. 5 & R. 8. W. and the S. W.
1/4 of sec. 21, and the N. 1/4 of sec 28 and the
S. E. 1/4 of sec 21, and the N. E. 1/4 of sec 21, &
the S. 1/2 of the W. 1/2 of N. W. 1/4 sec 15, & the
1/2 being an undivided interest in the
S. W. 1/4 of sec 20, all of which lies in S. 5 R. 8
W. of the Meridian Basis line of Huntsville,
also the N. E. 1/4 of sec 11, also the following
described lands entered at government
entry at 12 1/2 cts per acre To wit the W. 1/2 of
the S. W. 1/4 of sec 28, the E. 1/2 of the S. E. 1/4 of
sec 29, and the W. W. 1/4 of sec 27, and the
N. E. 1/4 of sec 24, and the W. 1/2 of S. W. 1/4

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Names:

Bates,

King, Robert

Places:

North District Court,
AL

Types:

Legal Letter

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of sec 22. and the N.W. 1/4 of sec 22. & the
W.W. 1/4 of sec 21. & the S 1/2 of the N.E. 1/4 sec
20. & the E 1/2 of the S.E. 1/4. sec 17. & the S.W.
1/4 of the N.E. 1/4 of sec 17. and the N 1/2 of
N.E. 1/4 sec 8. & the N.E. 1/4 of S.W. 1/4 sec 20.
the S 1/2 of the N.W. 1/4 of sec 20. & the S.E. 1/4 of
the N.E. 1/4 of sec 19. & the N.E. 1/4 of the N.E. 1/4
of sec 7. & the N.E. 1/4 of the S.E. 1/4 of sec 7. & the
N.W. 1/4 of the N.W. 1/4 of sec 8. & the S 1/2 of the
N.W. 1/4. & the S.W. 1/4 of sec 5. & the S.E. 1/4 of the
S.E. 1/4 of sec 6. & the N.W. 1/4 of the S.E. 1/4 of
sec 6. & the N.W. 1/4 of sec 18. & the S.W. 1/4 of
sec 7. all in Township 5. R. & W. also the
N.E. 1/4 of the S.E. 1/4 of sec 12. Township 6,
Range 8 West.

6 This interrogatory is fully answered
in reply to the allegations of the 11
paragraphs of said Bill

7 Respondent and said Josephine
were married in ^{Jackson} ~~Madison~~ County Ala.
on the 6th day of May 1866. & went to
Laurence County immediately after
their marriage. She made her will on
the 16th July 1866, at her residence in
said County. Said will was written
by L.P. Walker, and attested by him
and one _____ and its dis-
positions will fully appear from an
inspection thereof. - A copy being

19

Names:

, Josephine

Walker, L. P.

Places:

North District Court,
AL

Types:

Legal Letter

CPB 1B6 (5) 1868 1 7/4

8 made a part of this answer
The question, as to real estate, is fully
answered in my reply to the 5th in-
terrogatory - Of personal property,
not theretofore conveyed, respondent
owned 6 mules - Of these four
did respondent sell two -
And having fully answered he
prays to be hence dismissed &c
Walker & Brickell
Solicitors for Respnt.

The State of Alabama {
Colbert County {
Wm G Sadler an acting jus-
tice of the peace in and for said
County & State, this day personally came
Richard Prewit the respondent,
who made oath that the forego-
ing answer is true -

Sworn to and subscribed before
me this 2nd day of August 1871
Wm G Sadler J. P. C. C.
R P Richard Prewit

A true copy Liveday
at 59

20

Names:

Brickell, Walter V.

Prewit, Richard

Sadler, William G.

Places:

North District Court,
AL

Types:

Legal Letter

C.B. IB6 (5) 1868 1 2/4

Wm. W. Baker Commo Nov 10. 1868.

Richard Prewit's answer.

To 1st Int On the 6th May 1866. I married the said Josephine in Tuscaloosa County Ala.

To 2^d Int About the first of April 1866. in said County.

To 3^d Int It was written at Huntsville Alabama and dated the day of its completion.

To 4th Int Some ten days or two weeks before said deed was written my instructions were given to Messrs Walker Brickell & Lewis of Huntsville Alabama to prepare it: and it was signed by me at Huntsville on the 27th April 1866.

To 5th Int No! my instructions were given at one visit: and the deed signed at another visit to Huntsville.

To 6th Int I was consulted with Joseph C. Bradley on that subject at any time - I had consulted with the firm of Walker Brickell & Lewis, and more particularly with L. P. Walker before said instructions were given: and probably at a visit, other than the one during which said instructions were given.

To 7th Int I first proposed marriage to the said Josephine without proposing any settlement. She rejected me. I then proposed with a settlement and she accepted me.

Names:

, Josephine
Baker, William W.

Bradley, Joseph C.
Brickell,

Lewis,
Prewit, Richard

Walker,
Walker, L. P.

Places:

North District Court,
AL

Types:

Legal Letter

CPB 1B6 (5) 1868 1 2/4

To 8th but The negotiations of marriage between us has no "outlined history". In receiving my proposal of marriage I accompanied it with a proposition to settle property upon her, and she accepted me; what each said, and the order in which it was said I can not state for I do not remember.

To 9th but It was not expressly agreed at that time what particular property should be settled upon her; but it was agreed that a deed of settlement should be drawn up; respondent stating that the settlement should be large, and it was to be subject to her approval.

To 10th but There was at that time no particular designation of any specified lands; but it was stated and stipulated that a large quantity of land and some personal property should be conveyed - There was then no designation of the lands by sections or parts of sections; but I stated that I would convey from 8 to 10 thousand acres of land comprising 100 plantations.

To 11th but The personal property was not named as stated in the interrogatory; but it was stipulated and agreed, that

Names:

Prewit, Mrs.

Places:

North District Court,
AL

Types:

Inventory

CPB 1B6 (5) 1868 1 7/4

I should convey personal property of the character mentioned in said interrogatory, and the same was conveyed in said deed.

To 12th Int There was no such agreement at that time; But she assented to it before our marriage, and when said deed was delivered to her.

To 13th Int It was.

To 14th Int Before our marriage and on the day thereof.

To 15th Int On the day of our marriage in Tuscaloosa County, but no one was present.

To 16th Int The said agreement was not reduced to writing, nor was any memorandum thereof then made.

To 17th Int The lands settled on Mrs Prewit cost in the aggregate about \$53,000.- The market value of these lands when said deed was made was not more than forty thousand dollars. What they are appraised at I do not know.

The 10 mules were worth \$100. each.
 The 2 horses were worth 50. each; The three cows were worth \$30. each; eight oxen were worth \$17. each; two ewes with colts were worth \$12. each; 35 hogs were worth \$1. each; 15 plows \$3. each - 15 plow gear \$2. per pair;

Names:

Prewit, Mrs.

Places:

North District Court,
 AL

Types:

Inventory

CPB 1B6 (5) 1868 1 2/4

4 May on \$250 each: 3 h. & v. v. \$200 each:
 35000 pounds and cotton, one worth about
 \$10000.

To 18 Feb Previous to April 27, 1866 I did sign a
 and which conveyed a part of said land
 to said Bates, but the contract was
 rescinded.

To 19 Feb I can not now describe the lands, except
 they lay on Wolf Creek, and also was a
 part of the Selford place. The motive
 for said and was to pay a debt to
 said Bates; and it was rescinded because
 said Bates purchased other lands.

To 20 Feb I have no recollection of ever saying
 anything to said Bradley on the subject.
 Nor did I ever mention it to said Walker
 so far as I recollect until my country-
 men the filing of complainant's bill.

To 21 Feb I have no idea that either of them
 did.

To 22 Feb On the 27th April 1866 I paid the specified
 debts to said Bynum; I also owned estate
 of Thomas Selford, but not as much as
 \$10000. I can not however state the sum:
 I suppose it is the claim of one as suggested
 but I deny any liability; I owned Thomas
 Lile as stated; I owned Mrs Martha Prewit
 but the amount is I believe greatly over
 stated in this interrogatory. I deny

Names:

Ashford, Thomas
 Bates,

Bradley,
 Bynum,

Garth, Jessie W.
 Lile, Thomas

Prewit, Martha, Mrs.
 Walker,

Places:

North District Court,
 AL

Types:

Legal Letter

CPB 1B6 (5) 1868 1 2/4

owing owing Mrs Prewit any sums under a decree, or that she has any legal claims against me. This matter is in dispute between us; I believe I have claims, save some mentioned, but it is for negroes purchased.

To 22. but I have answered this interrogatory in my preceding answer.

To 23. but I was surety for Frank Bates for about \$8000. I owed Bradley Wilson Yes about \$17000 dollars. I dont remember any other liabilities.

To 25. but I can not state what my legal liabilities were, beyond what is already stated. I have no memorandum by which to refresh my recollection; and they are as fully stated in my preceding answer as I can recollect them.

To 26. but I know of nothing that I can state of benefit to the complainant.

I have seen all these interrogatories before they were propounded to me by the complainant, and I have fully and freely conferred with my attorney Walker Brickell Lewis with reference to them, and the matter inquired after; and what my answers would be to each and all of them, but I have said nothing to either of them, nor has either of them said any thing to me

Names:

Bates, Frank
Brickell,

Lewis,
Owen, I. N.

Prewit, Mrs.
Walker,

Wilson, Bradley

Places:

North District Court,
AL

Types:

Interrogatory

Legal Letter

CPB 1B6 (5) 1868 1 2/4

about what their answers would be to any or all of said interrogatories. I have also talked over all the matters about which I am asked, fully and particularly and often with my wife, and she knows substantially what my answer would be, and what know what her answer would be. I have never mentioned to Bradley, nor has he to me

(Signed) Richard Prewit

Sworn and subscribed before me Nov 10. 1868

W. W. Baker Com.

Mr Prewit's answers

To 1st Int I married Mr Prewit in Tuscaloosa county May 6. 1866.

To 2nd Int On March or about 1st April 1866 in Tuscaloosa County Ala. where I had resided all my life.

To 3rd Int I was residing in Tuscaloosa county Ala where I had resided all my life.

To 4th Int No - I never had.

To 5th Int No - I never had.

To 6th Int Only a short time before and this knowledge came to me I may say as a part of our engagement

To 7th Int He first proposed to marry me without any proposition of a settlement. I discarded him. He afterwards proposed marriage with

Names:

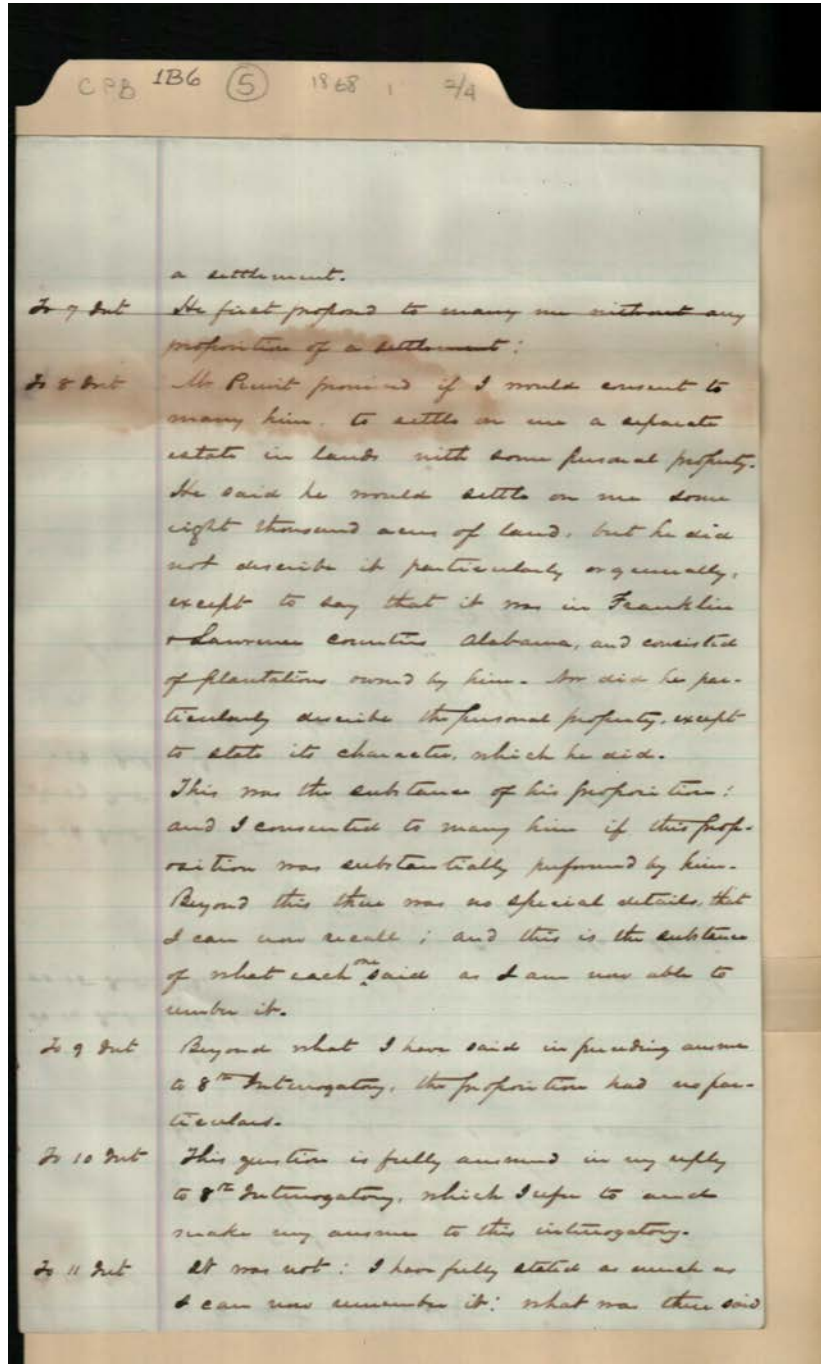
Baker, W. W.

Prewit, Mrs.

Prewit, Richard

Types:

Interrogatory



Names:

Prewit, Mr.

Types:

Interrogatory

CPB 1B6 (5) 1868 1 2/4

as to the personal property.

Q 12 Int No. These debts were not then mentioned - at least I have no recollection that they were. But when I accepted the deed, as said, I consented that these debts should be charged upon the land, as stated in said deed.

Q 13 Int It was.

Q 14 Int Before.

Q 15 Int On the day before our marriage as I believe in Tuscaloosa County Ala. If any one was sitting to it I do not remember it.

Q 16 Int No, there was none.

Q 17 Int I was in Tuscaloosa County Ala.

Q 18 Int I know of nothing that would benefit the complainant.

(Signed) Josephine Prewit
Examined & subscribed before me Nov 10. 1868.
W. W. Baker Comm.

8 Give a detailed history of the negotiation between yourself and the said Josephine that resulted in the contract that she should convey you and you should sell the property on her - stating each proposition made and the answer to it. What each said about the property to be sold and the order in which it was said.

Names:

Baker, W. W.

Prewit, Josephine

Types:

Interrogatory

Dates:

Nov 10, 1868

CPB 1B6 (5) 1868 1 2/4

Allegations of Prewit and answer thereto.

- 1 Prewit's voluntary Bankruptcy Dec 29. 1868.
- 2 Prewit owned the real estate situated April 27. 1866
- 3 " " " " " " " " " " " "

Prewit says these allegations are true; Mr Prewit is advised that they are true; and Chapman is informed and believes them to be true.

- 4 Prewit indebted to Garth \$10865 Aug 3/62; Lile \$3710.90 July 12/62; Bynum \$5000 July 15/65; Mary Wilson \$12500 Aug 1/61; Owen \$3420 Sep 1/62; other largely = \$100000

Prewit denies that he was legally liable on the Garth debt; admits the others; but does not know whether they aggregate \$100000 or not. Mr Prewit knows nothing of Prewit's indebtedness except that when the deed was executed, he was informed by him that he was indebted, but to whom and in what sum he never knew.

Chapman does not know.

- 5 Fraudulent conveyances.

Prewit says he was insolvent but did not then know it; he did make the conveyances; does not know whether Exhibit B is a true copy, but files one marked "Exhibit O"; he denies the fraudulent intent; and says he owned a large quantity of real estate and some personal property besides that conveyed. Mr Prewit and Chapman do not know.

Names:

Bynum,
Chapman,

Garth,
Lile,

Owen,
Prewit,

Prewit, Mrs.
Wilson, Mary

Types:

Interrogatory

CPB 1B6 (5) 1868 1 2/4

Prewit's answer is evidence against his wife.
Field v Holland 6 Cr 8
Osborn v Bank US 9 17th 793.
Julian v Reynolds 8 Ala 580.

Mr Prewit's answer in Lile's case is evidence in his favor.
Ray's Adm v McKinzie 25 Ala 363.

Prewit's conveyance to Bates is evidence in his favor.
Lincoln v Chaplin 7 Wallace 132.

Mr Prewit's knowledge that his husband was indebted to others, burdened her with the duty of seeing that they were not excluded from payment by the conveyance to her.
Maguire v Thompson 7 Peters 348.
Davidson's Simpson v Grant Riley's Equity cases 287.

The use made of the deed, to Mr Prewit, is evidence of the fraudulent intention, with which it was executed. constructive Trusts 29 Ala 617.

Schedule of debt annexed to Prewit's petition in Bankruptcy is evidence in Mr Prewit's favor.
Maguire v Thompson 7 Peters 348.
Hinds v Longworth 11 Wheaton 199.

Names:

Bates,

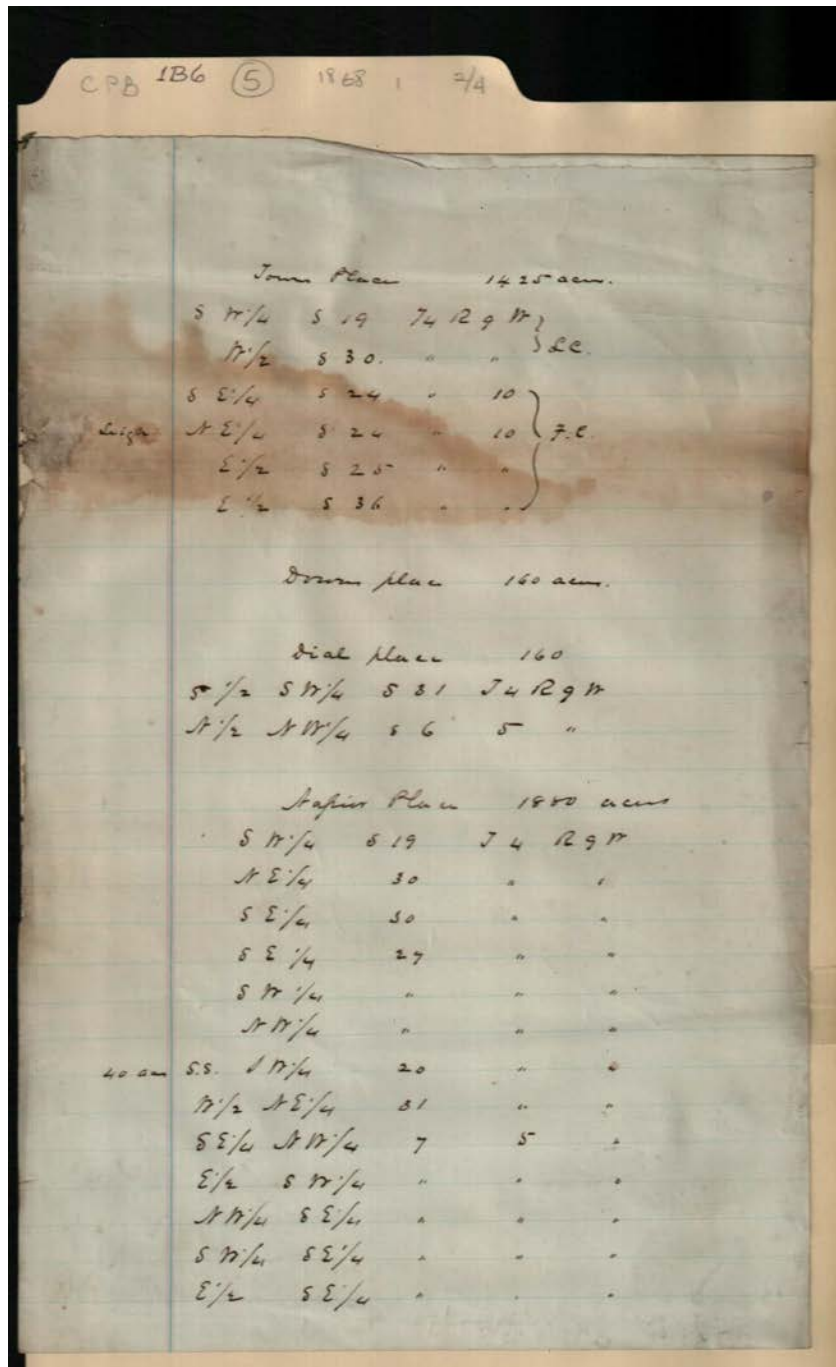
Lile,

Prewit, Mr.

Prewit, Mrs.

Types:

Interrogatory



Names:

David, Francis M.

Davis, Celia

Fennell, James

Given, John

Moseley, Mary A.

Moseley, William

Sykes, Joseph

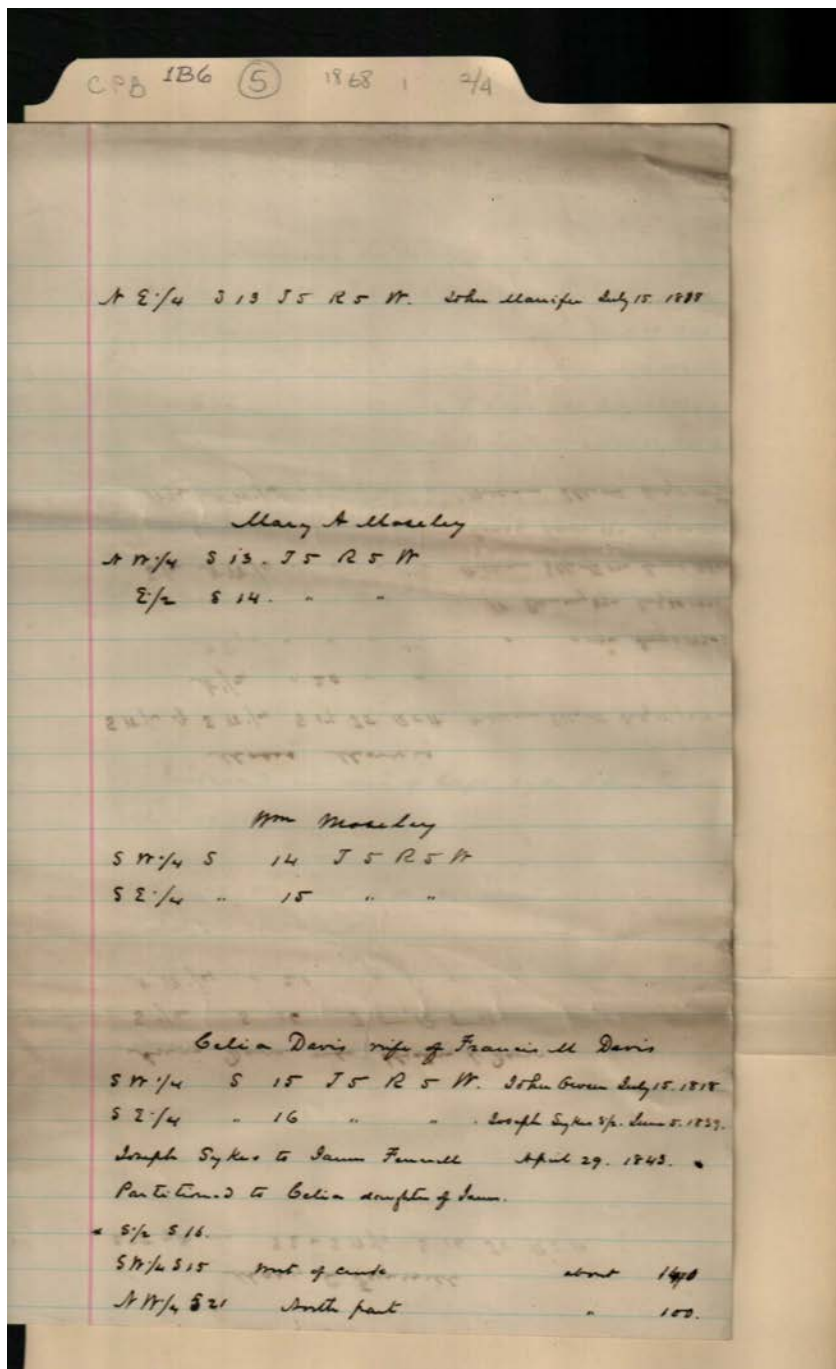
Types:

Interrogatory

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 6, Folder 5

Legal and court documents, 1868 (2 of 4)

Image 42 r01b06-05-000-0109 [Contents](#) [Index](#) [About](#)



Names:

David, Francis M.
Davis, Celia

Davis, James
Fennell, James

Gwen, John
Manifer, John

Moseley, Mary A.
Sykes, Joseph

Types:

Inventory

CPB 1B6 (5) 1868 1 2/4

Mary C Fennell
 275 9/21 in SE + SW 1/4 S 16 T 5 R 5 W

Absalom Davis wife Absalom & Davis
 S 1/2 S 16 T 5 R 5 W
 N W 1/4 " 21 " "

Moses Morris
 SW 1/4 of SW 1/4 S 17 T 5 R 5 W. William Elliott July 15. 1835.
 N 1/2 " 20 " "
 N E 1/4 " " " " " 1832 Lane 1. 1830
 W Danney 39a July 30. 1831.
 E 1/2 N W 1/4 " " " William Elliott 39a Lane 1. 1830.
 Lane Lane 57 - 1830. 1830.
 W 1/2 N W 1/4 " " " William Elliott. July 5. 1830.

Names:

Dancy, W.
Davis, Absalom

Elliott, William
Fennell, Mary C.

Lanier, Isaac
Morris, Moses

Types:

Inventory

CPB 1B6 (5) 1868 1 2/4

Thomas Lile

A 2 1/4 S 19 T 5 R 5 W Thomas Lile May 17. 1831/44
 E 1/2 A 17 1/4 - - - - - " - 23. 1828 5
 W 1/2 - - - - - James T Sykes - 17. 1831/44
 S 1/2 - - - - - J. Lane 1600 July 26. 1830 5
 N. Taylor 1600 April 23. 1830 5

J T Sykes to R R Co ^{through W 1/2 of A 17 1/4 S 18. 75. R 5 W.} 100 ft for 507 - 4 centimeters of land Feb 5/44. Cont.
 Thomas Lile " " " " " A 17 1/4 S 18. Aug 7/44
 J T Sykes to Tho Lile 1/2 of A 17 1/4 S 18 Feb 24/55.

Embarked in deed of Joseph Sykes to James Fennell
 April 29. 1843
 S 1/2 S 16.
 S 17 1/4 S 18 Part of creek about 140 acres
 A 17 1/4 S 21 South of dividing fence F. & K. - 100 acres

Names:

Fennell, James

Lane, J.

Lile, Thomas

Sykes, James

Sykes, Joseph

Taylor, N.

Types:

Inventory

CPB 1B6 (5) 1868 1 2/4

Vouchers from 25 To 41 Indenture

1867
1868
1867

Payments made by Executor to himself on account of indebtedness to him pursuant to indenture

Decr	22	To Cash collected & paid for	Dr. 15	(1)	22 30	
1868	26	"	"	" Same (2)	112 05	133 38
Jan'y	6	To Cash paid Executor			3 500 00	
	8	"	"	"	(4) 440 00	
	15	"	"	"	(5) 33 80	
	31	"	"	"	(6) 24 00	977 80
July	15	To Cash paid Same			88 75	88 75
March	2	"	"	"	572 82	572 82
Apr	25	"	"	"	800 00	800 00
June	18	"	"	"	102 02	102 02
Aug	11	Same			200 00	200 00
	22	"	"	"	20 00	220 00
Sept	29	Same			50	50
Oct	12	Same			30	
	29	Same			167 44	197 44
Decr	3	Same			21 50	
	10	Same			300 00	321 50
						3481 68

Count out on cash to Dec 1, 1868

Types:

Voucher

Dates:

1867-1868

CPB 1B6 (5) 1868 1 2/4

Count out on each item
From ^{1st} date to Dec 1. 1868.

1867			
Dec	22	21	30
	26	112	05
1868			
Jan	6	500	00
	8	440	
	15	33	80
	31	24	00
July	15	88	75
Mich	2	572	82
Apr	25	800	00
Jun	18	100	02
Aug	11	200	00
	22	20	00
	29	50	00
Oct	12	30	00
Oct	29	167	44
Dec	1	21	53 00 00
Dec	1	300	00 00 00

Types:

Voucher

Dates:

1868

CPB 186 (5) 1868 1 2/4

In Chancery 10th District Northern District
Term Term 1868

G. Cabaniss Esq } are reading the petition
2^d } this day filed by com-
James H. Boyd } plainant in this cause
praying the appointment of a receiver
to take possession and hold the land
as described in the Original bill and
to rent the same until the further order
of this Court -

It is ordered adjudged and
decree that said petition be filed and made
a part of the records in this cause.

It is further ordered adjudged and
decree, that Jasper S. Jones be and he is
hereby appointed receiver to take possession
hold and rent said land until the fur-
ther order of this Court. That he from the
rents received by him pay all taxes which
have or may accrue on said land, and that
he report his doings under this order to the next
term of this Court - It is further ordered
that said Receiver give bond payable to
and approved by the Register of this Court
in the penalty of two hundred and fifty
dollars conditioned for the faithful dis-
charge of his duties as such receiver.

It is further ordered that as a copy of

Names:

Boyd, James A.

Cabaniss, S. D.

Places:

North District Court,
AL

Types:

Complaint

CPB 1B6 (5) 1868 1 2/4

the decree in this cause rendered at the ~~same~~
~~to~~ Nov^r Term 1866 was not ordered and
sent to West as required by Sec 3397 of the
Revised Code of Ala - The Register shall now
~~procure~~ forward a copy of said decree
to the assignee in Bankruptcy of said
Respondent when known

June 20/68 G. K. McSpadden
Chancellor

Names:

McSpadden, L. K.

Types:

Bankruptcy

Dates:

Jun 20, 1868

CPB 1B6 (5) 1868 1 2/4

"IN THE DISTRICT COURT OF THE UNITED STATES" } In Bankruptcy.
 For the Eastern District of Arkansas.

In the matter of Frederick W. Bynum Bankrupt
 Eastern District of Arkansas, ss:
 At Little Rock Ark., on the 6th day of January A. D. 1868
 To Mrs. Septimus Cabaniss
Herself in the County of Stu and State of Arkansas, Creditor of
Frederick W. Bynum Bankrupt

Sir: You are hereby notified that a Warrant in Bankruptcy has just been issued out of the District Court of the United States for the Eastern District of Arkansas, against the estate of Frederick W. Bynum in the County of Stu in said District, who has been adjudged a Bankrupt upon his own Petition

that the payment of any debts, and the delivery of any property belonging to said Bankrupt to him or for his use and the transfer of any property by him are forbidden by law. That a meeting of the Creditors of said Bankrupt is set:

CREDITORS.	Places of Residence.	Amount of Debt.	
		Dollars.	Cents.
<u>Wm J. Patton & Co</u>	<u>Little Rock Ark</u>	<u>252</u>	<u>00</u>
<u>Southworth & Nance & Co</u>	<u>Memphis Tenn</u>	<u>2157</u>	<u>00</u>
" "	" "	<u>1848</u>	<u>00</u>
<u>Wiley B. Miller</u>	" "	<u>1244</u>	<u>00</u>
<u>D. C. Leatherman</u>	" "	<u>357</u>	<u>10</u>
<u>W. C. Nance</u>	" "	<u>800</u>	<u>00</u>
<u>Bradley Wilson & Co</u>	<u>New Orleans La</u>	<u>520</u>	<u>00</u>
" "	" "	<u>470</u>	<u>00</u>
<u>Fred A. Ross</u>	<u>Yuseumbie Ala</u>	<u>525</u>	<u>00</u>
<u>Peet & Harrison</u>	" "	<u>1000</u>	<u>00</u>
<u>W. C. & B. F. Newsom</u>	" "	<u>300</u>	<u>00</u>
<u>Joseph Parde Admr</u>	" "		
<u>of Lawrence Thompson dec'd</u>	" "	<u>1700</u>	<u>00</u>
<u>D. C. Barton</u>	<u>Tricus Point Miss</u>	<u>300</u>	<u>00</u>
<u>Septimus Cabaniss</u>	<u>Memphis Ark</u>	<u>2100</u>	<u>00</u>
<u>William Dickerson</u>	<u>Wagon Road</u> <u>Wilbur Co Ark</u>		
<u>Arthur L. Barton &</u>			
<u>John Rutland Executors</u>			
<u>of Armistead Barton dec'd</u>		<u>2600</u>	<u>00</u>

Names:

- | | | | |
|----------------------|--------------------|--------------------|--------------------|
| Barton, Armstead | Dickerson, William | Newsom, W. N. | Rutland, John |
| Barton, D. C. | Leatherman, D. C. | Parde, Joseph | Southworth, |
| Bradley, Joseph C. | Miller, Wiley B. | Patton, William J. | Thompson, Lawrence |
| Bynum, Frederick, W. | Nance, | Peet, | Wilson, |
| Cabaniss, Septimus | Newsom, B. F. | Ross, Fred A. | Winston, |

Places:

Little Rock, AR

Types:

Bankruptcy Warrant

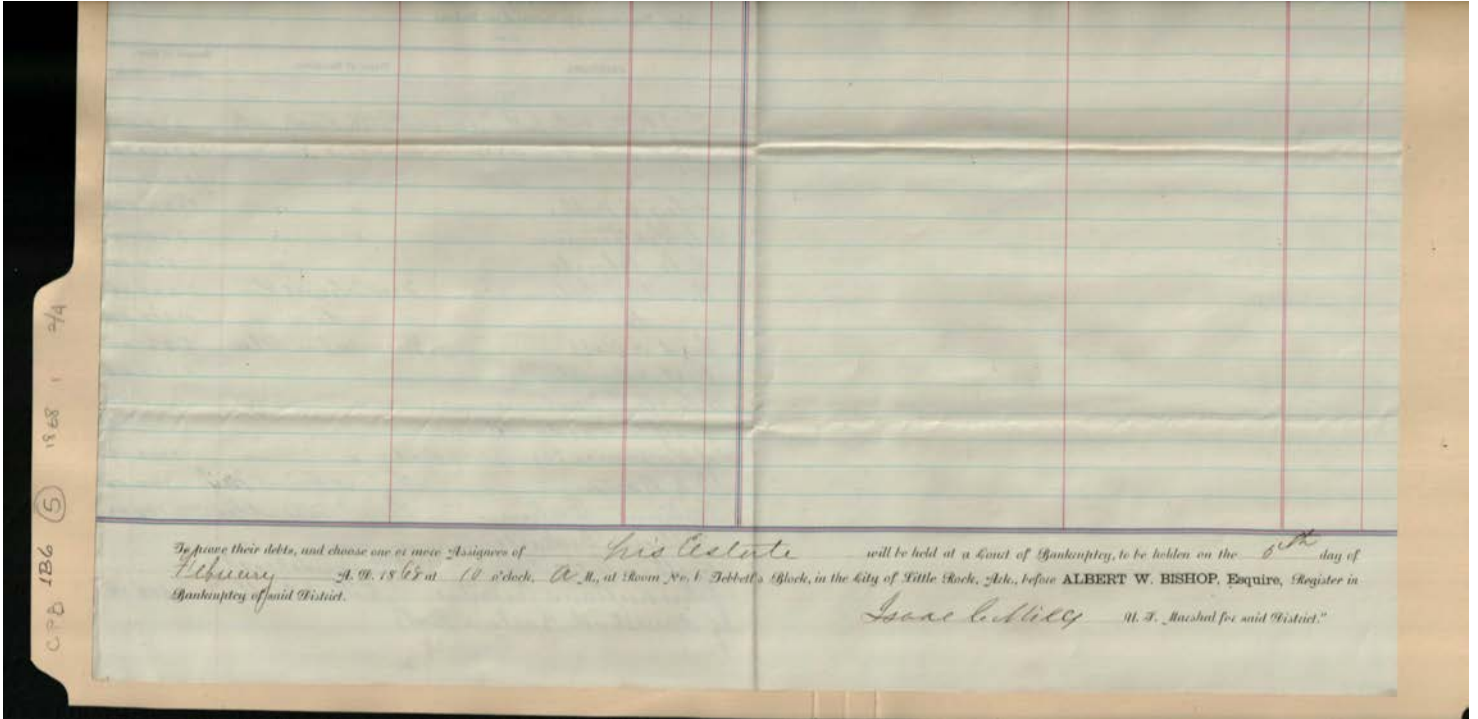
Dates:

Jan 06, 1868

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Legal and court documents, 1868 (2 of 4)

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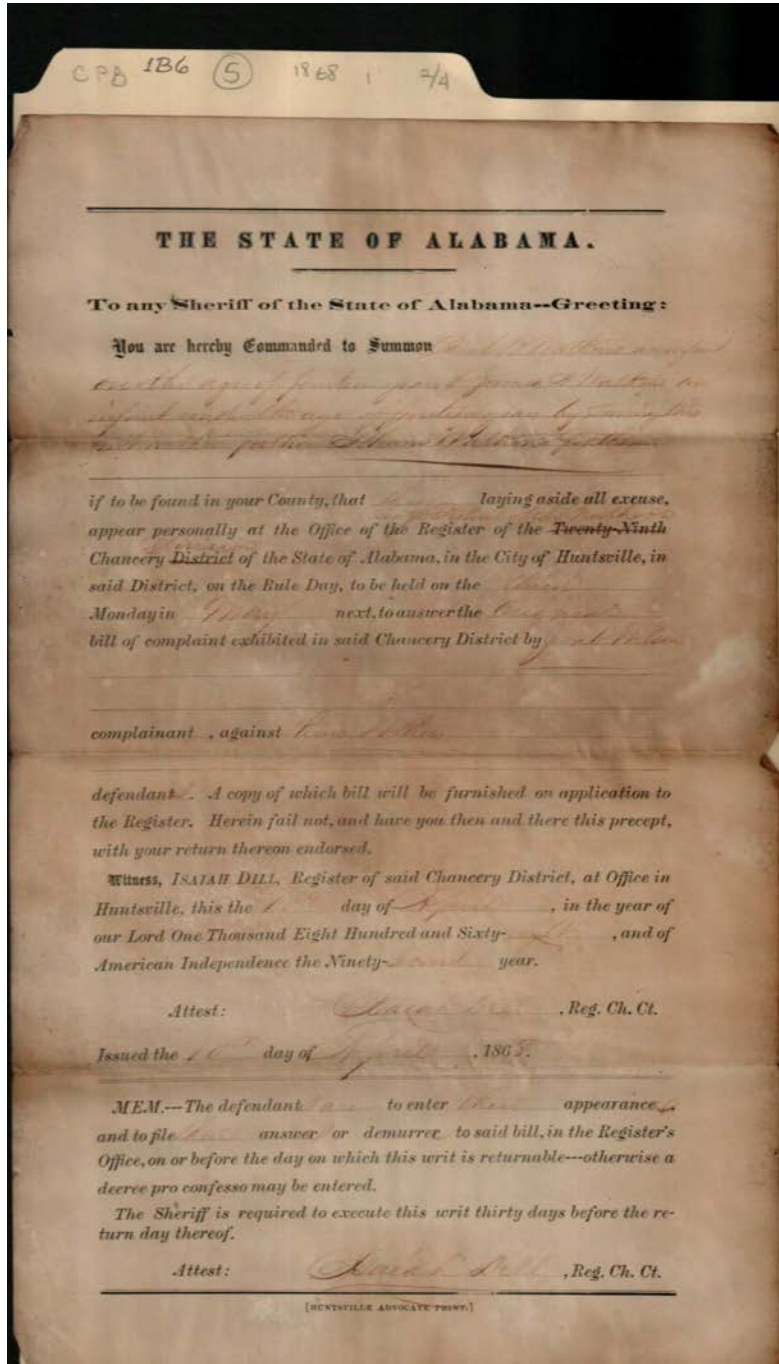
Mills, Isaac C.

Types:

Bankruptcy

Dates:

Feb 05, 1868



Names:

Dill, Isaiah
Watkins, Isham

Watkins, James A.
Watkins, Sarah B.

Wilson, Joab

Places:

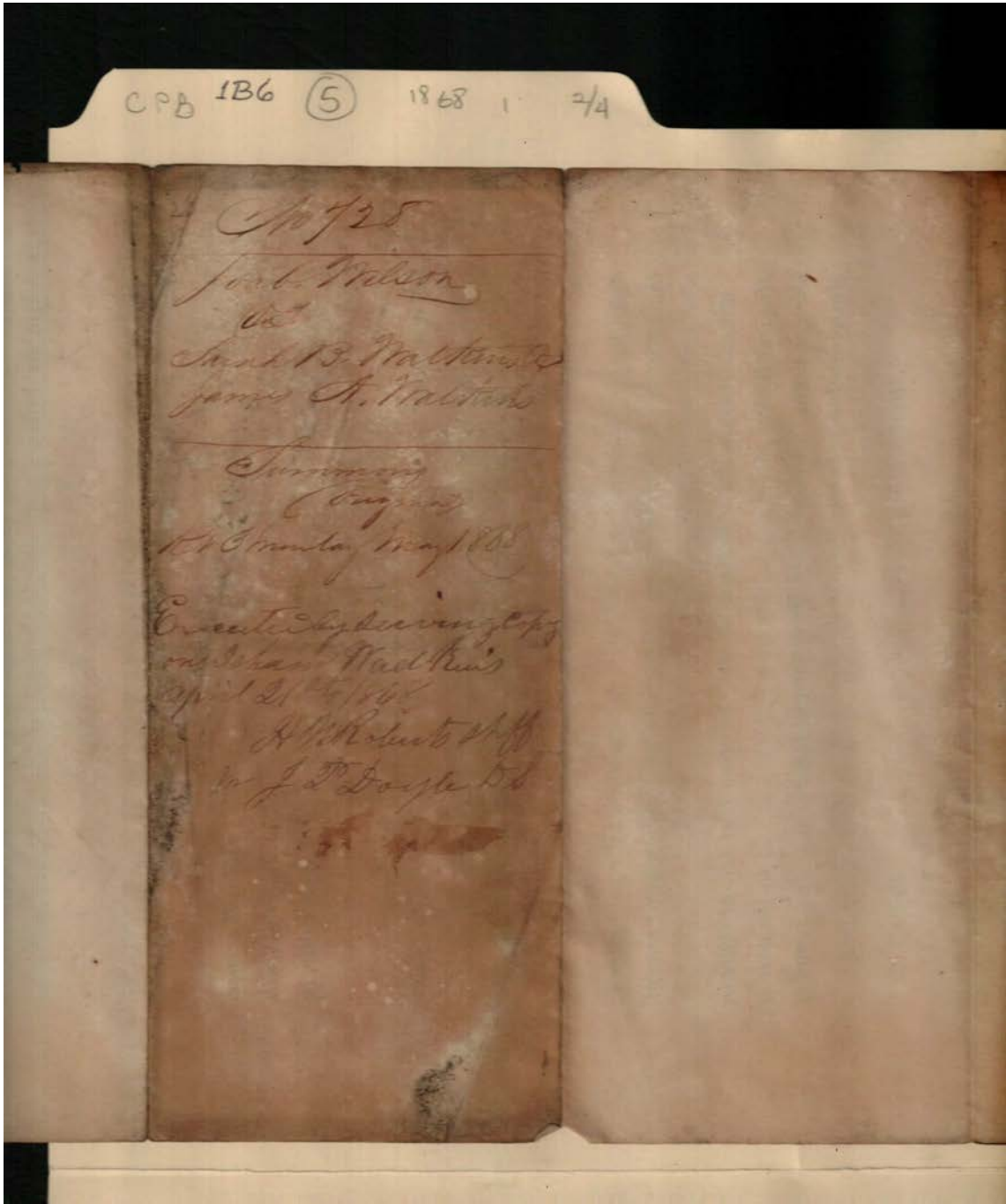
Huntsville, AL

Types:

Summons

Dates:

Apr 10, 1868



Names:

Doyle, J. T.
Roberts, H. M.

Watkins, Isham
Watkins, James A.

Watkins, Sarah B.
Wilson, Joab

Places:

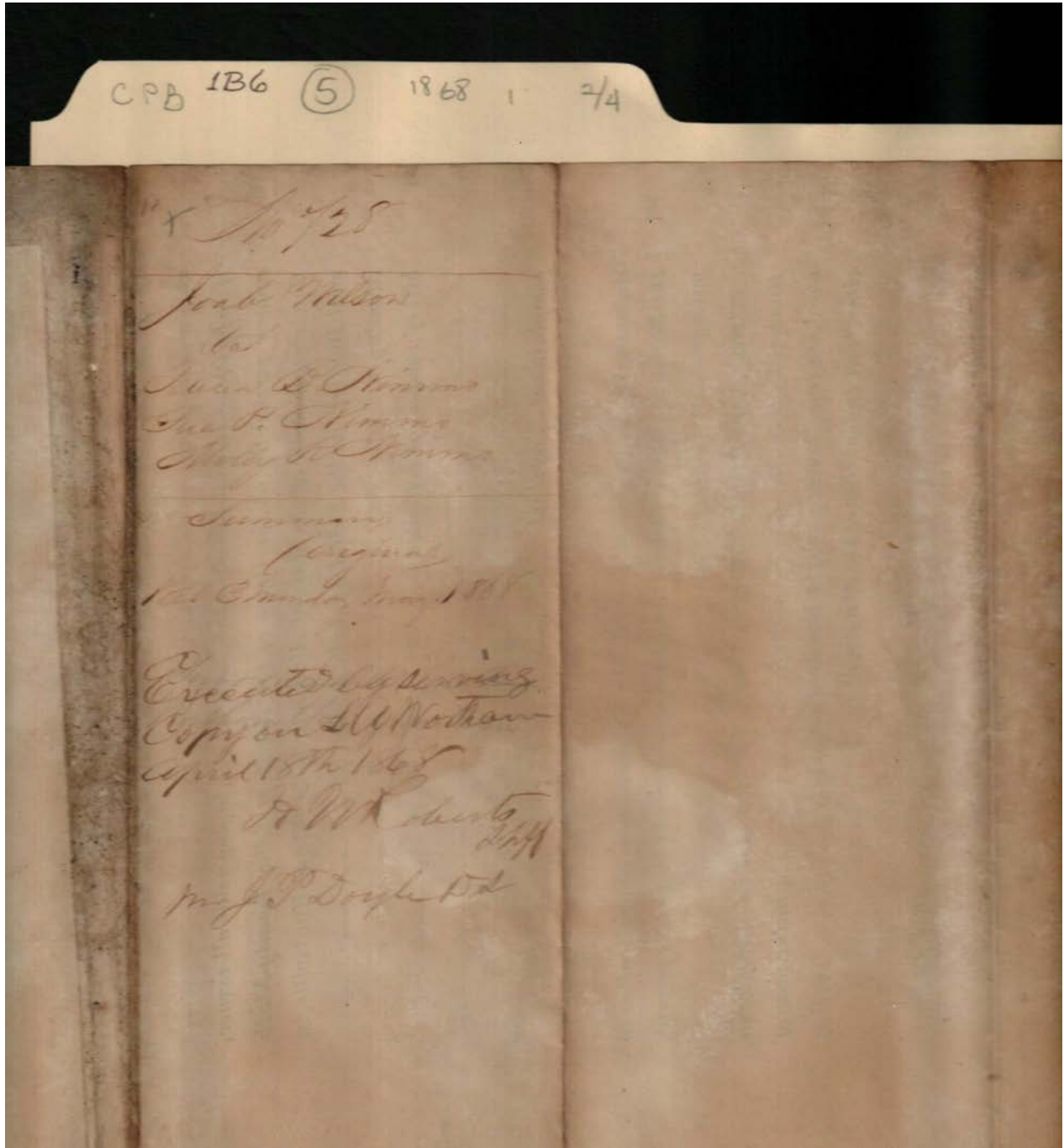
Huntsville, AL

Types:

Summons

Dates:

Apr 21, 1868



Names:

Doyle, J. T.
Nimms J. P.

Nimms, Julian B.
Nimms, Molly R.

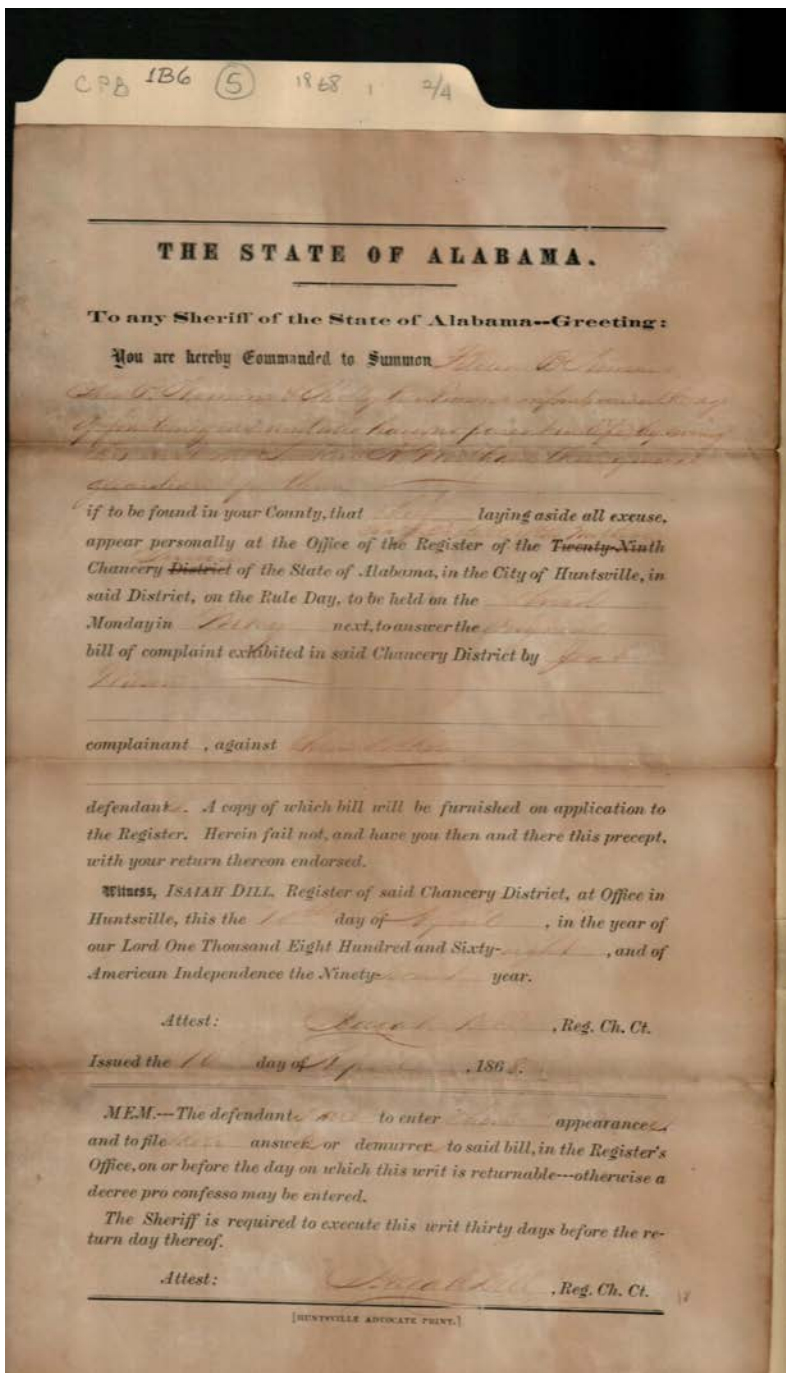
Roberts, H. M.
Wilson, Joab

Types:

Memo

Dates:

May 01, 1868



Names:

Dill, Isaiah

Nimms J. P.

Nimms, Julian B.

Nimms, Molly R.

Places:

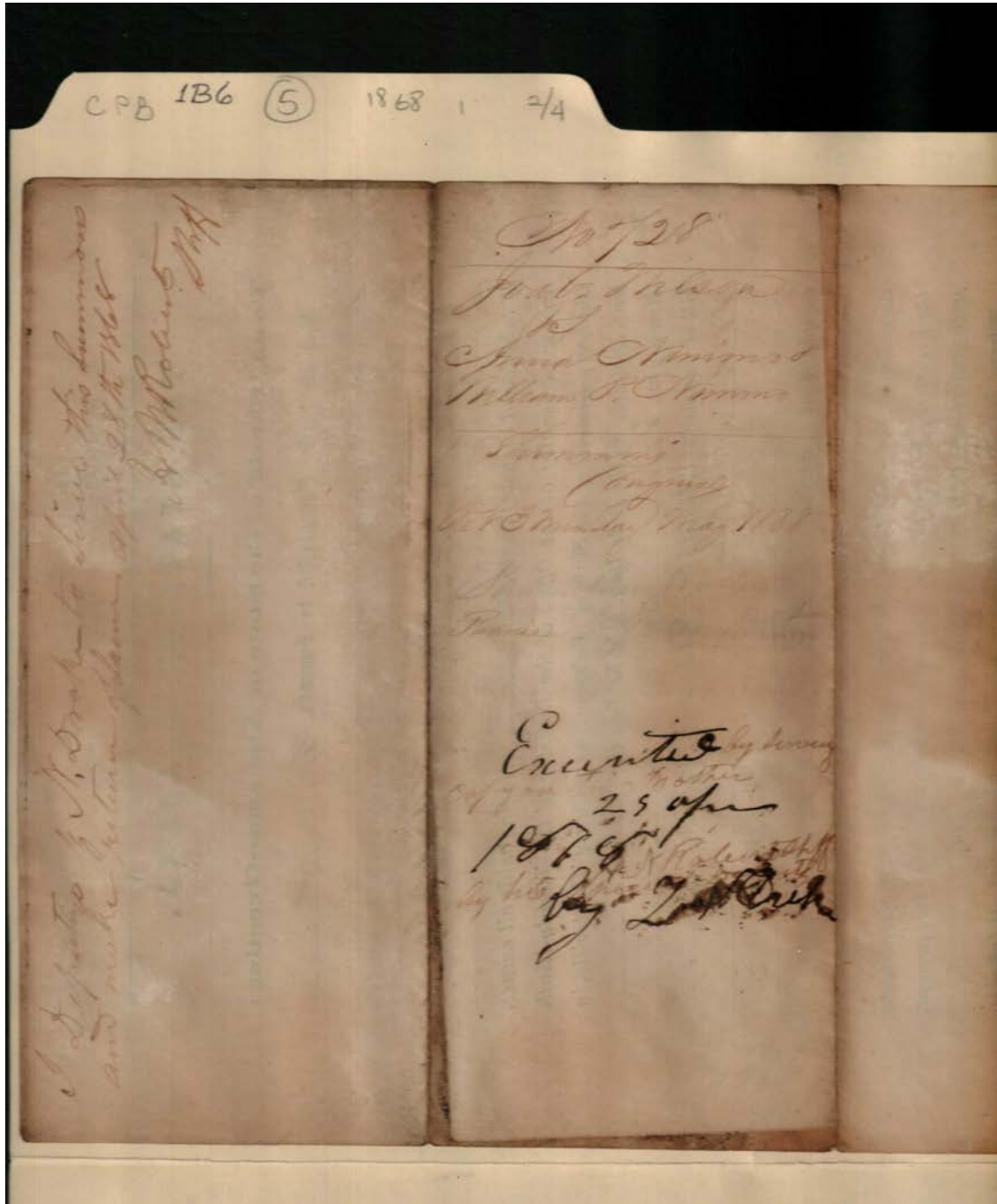
Huntsville, AL

Types:

Summons

Dates:

Apr 10, 1868



Names:

Drake, N.
Nimms, Anna

Nimms, William P.
Roberts, H. M.

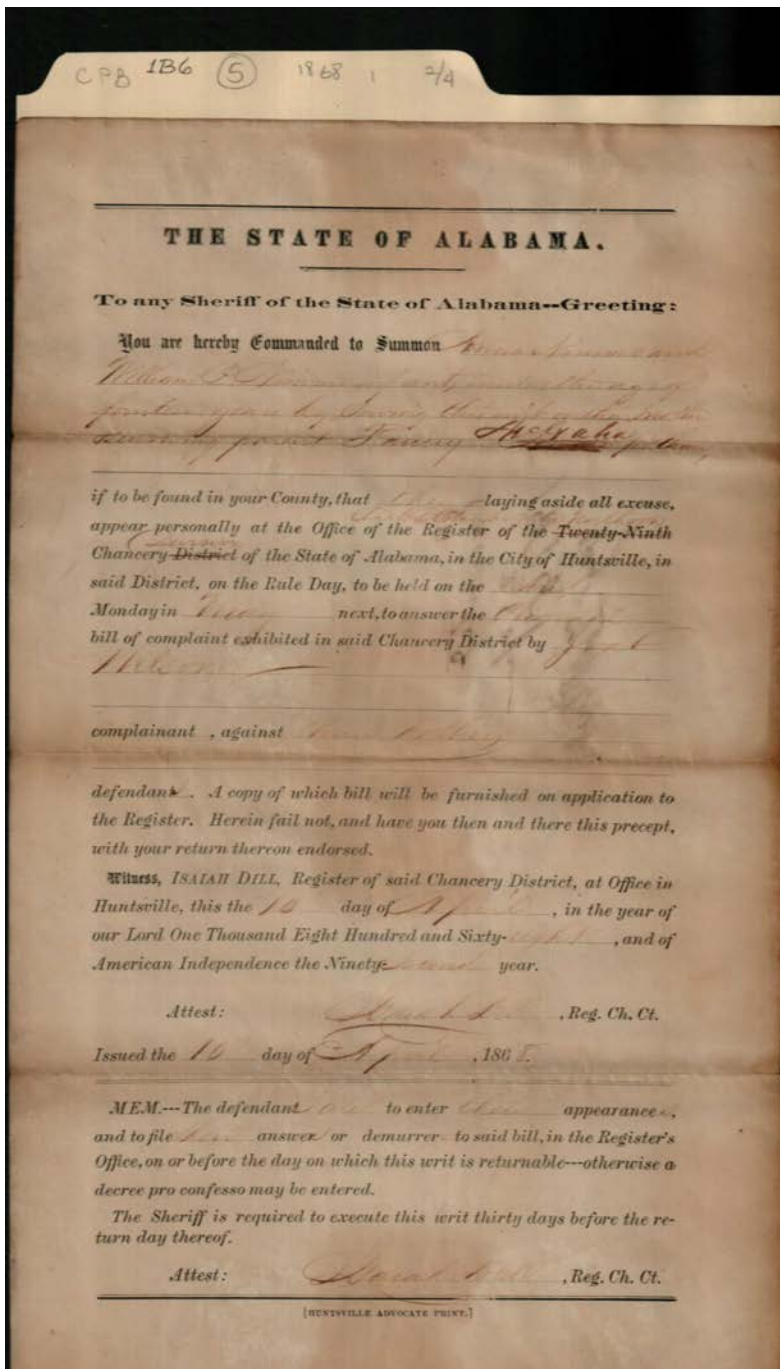
Wilson, Joab

Types:

Summons

Dates:

Apr 25, 1868



Names:

Dill, Isaiah

McGaha, Fanny

Nimms, Anna

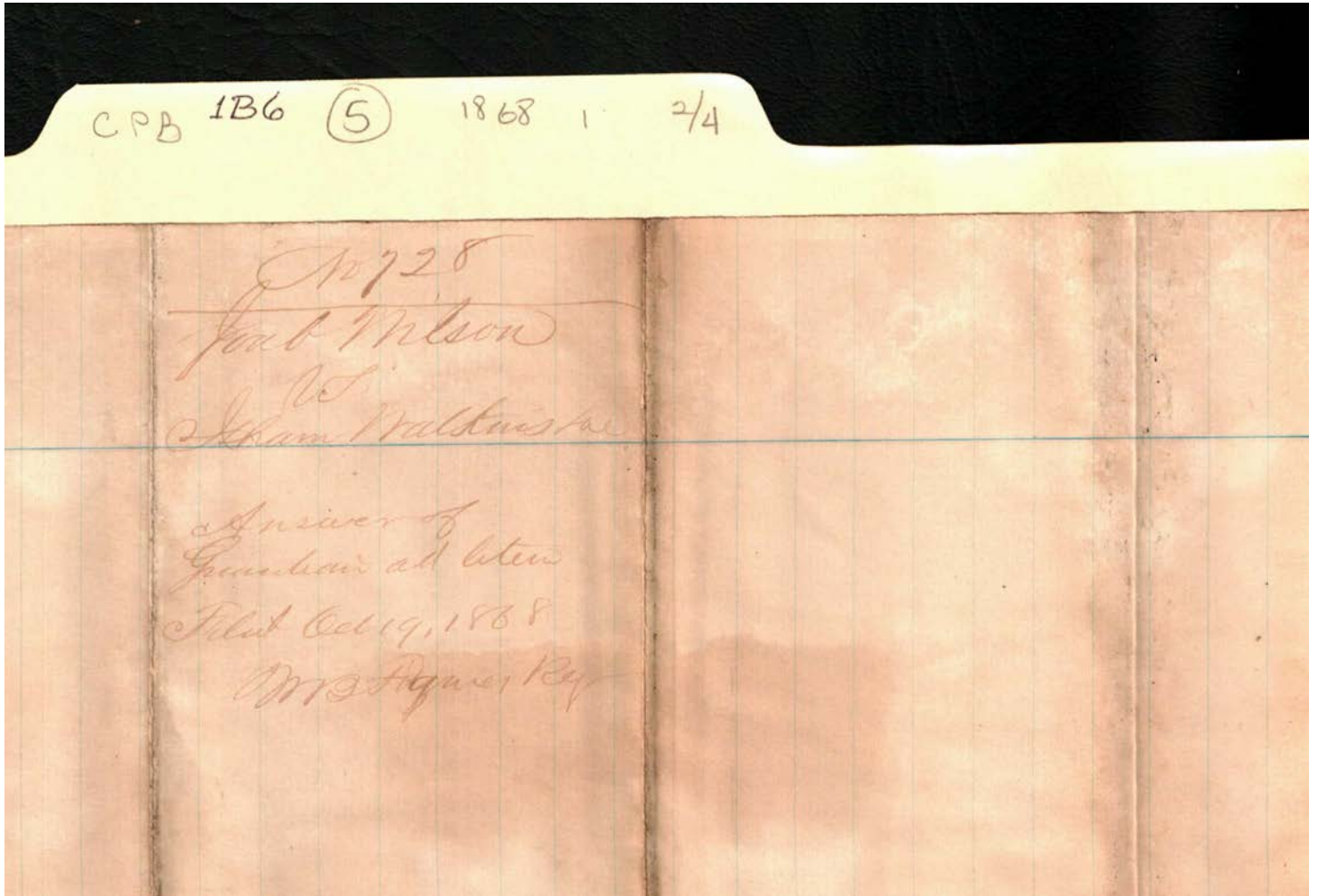
Nimms, William P.

Types:

Summons

Dates:

Apr 10, 1868



Names:

Figures, M. B.

Watkins, Isham

Wilson, Joab

Types:

Memo

Dates:

Oct 19, 1868

CPB 1B6 (5) 1868 1 2/4

In the Northern Chancery Division of
the State of Alabama & the Sixth
District therein —
Joab Wilson
vs
Isham Watkins
& others —
The answer of William
Weeden Guardian ad litem for
Anna Nimms, William P. Nimms,
Felix B. Nimms, Molly R. Nimms,
Sarah B. Watkins & James A. Watkins.
His answer says that these
defendants are infants and know
nothing of the matter in said
bill of complaint contained —
He denies all of the allegations
of said bill and requires
that strict proof of the same
be made ^{proved} that the interest
of these infants be fully
protected & having answered &c.
Wm Weeden
Guardian ad litem

Names:

Nimms, Anna
Nimms, Felix B.
Nimms, Molly, R.

Nimms, William P.
Watkins, Isham
Watkins, James A.

Watkins, Sarah B.
Weeden, William
Wilson, Joab

Places:

North District Court,
AL

Types:

Complaint

CPB 1B6 (5) 1868 1 2/4

The State of Alabama, Chancery Court
6th District, Northern Division
At Rules before the Register, Monday
between 19th 1868

Joab Wilson, of the County of
725th St }
Isham Watkins }
& others }
Complainants }
vs }
William P. Nimms, William H. Nimms, Clement
W. Nimms and George H. Drake, whose
of full age, and it appearing to the
satisfaction of the Register that the said
complainants, who have filed and paid for
W. Drake, were last duly served by the
Sheriff of the County of Baldwin State
of Alabama with summons, on
the 20th day of April 1868, signi-
fying them to appear and plead
answer on behalf of complainants
in the bill on or before the 3rd Monday
in May 1868, and that said defen-
dants have failed to appear, please
answer on behalf of complainants
bill.

And it further appearing that on
Monday April 13th 1868 an order
made by the Register of this Court signi-
fying the defendants William H. Nimms

Names:

Drake, George W.
Haskins, C.

Nimms, Clement
Nimms, William P.

Watkins, Isham
Wilson, Joab

Types:

summons

Dates:

Oct 19, 1868

CPB 1B6 (5) 1868 1 2/4

And Sherrill v. Sherrill which were
reside out of the State of Alabama, has
been and shall remain on record here
plaintiffs bill on or before the 2nd next
day in June 1868, and a copy of the
summons to the order of said report has
been published once a week for four
consecutive weeks in the Huntsville
Advocate a weekly newspaper pub-
lished in this District, and a copy posted
at the door of the Court House of this
District; and said defendants appearing
before me and answering the bill as
follows: It is ordered that the
plaintiffs bill be taken as confessed by the
defendants John Sherrill, George
W. Drake, William H. Sherrill and Char-
les v. Sherrill.

And it further appearing that
summons to answer complaints
bill, was on the 2nd April 1868, served
on John Watkins, the father of the in-
fant defendants Sarah B. Watkins and
Samuel A. Watkins, for said infant de-
fendants, the said John being the
lawful guardian of said infants
and it further appearing that
the 4th April 1868, summons to answer
complaints original bill, was served
on John A. Watkins, the guardian of

Names:

Watkins, Isham

Watkins, James A.

Watkins, Sarah B.

Types:

summons

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 6, Folder 5

Legal and court documents, 1868 (2 of 4)

Image 61 r01b06-05-000-0128 [Contents](#) [Index](#) [About](#)

CPB 1B6 (5) 1868 1 - 7/4

The infant defendants Felix B. Nimms and
 Sue P. Nimms, Molly R. Nimms, Sarah B.
 Nimms, having the same and custody
 of said infant defendants and of their
 then appearing that on the 2nd day of
 April 1868 summons to answer com-
 plaints original bills were served on
 William Weeden, the guardian of the in-
 fant defendants herein named and
 William P. Nimms for said infant
 defendants, the said William Weeden
 having the custody of said infant
 defendants, and the said William P.
 Nimms appearing that neither of said infant defendants
 said Anna Nimms, William P. Nimms,
 Felix B. Nimms, Sue P. Nimms, Molly R.
 Nimms, Sarah B. Weeden, James A.
 Watkins have appeared and acknowl-
 edged a guardian ad litem to defend for
 them in this behalf. It is ordered
 that William Weeden doth hereunto
 in writing consent thereto, he and he
 is appointed guardian ad litem to
 defend for said infant defendants.

W. H. P. Rogers, Clk.

The Register is looked to enter the fore-
 going order Monday, Oct. 19th 1868

Wm. Weeden, William P. Nimms, Felix B. Nimms, Sue P. Nimms, Molly R. Nimms, Sarah B. Weeden, James A. Watkins

Names:

Brickell,
 Figures, M. B.
 McGaha, Fanny

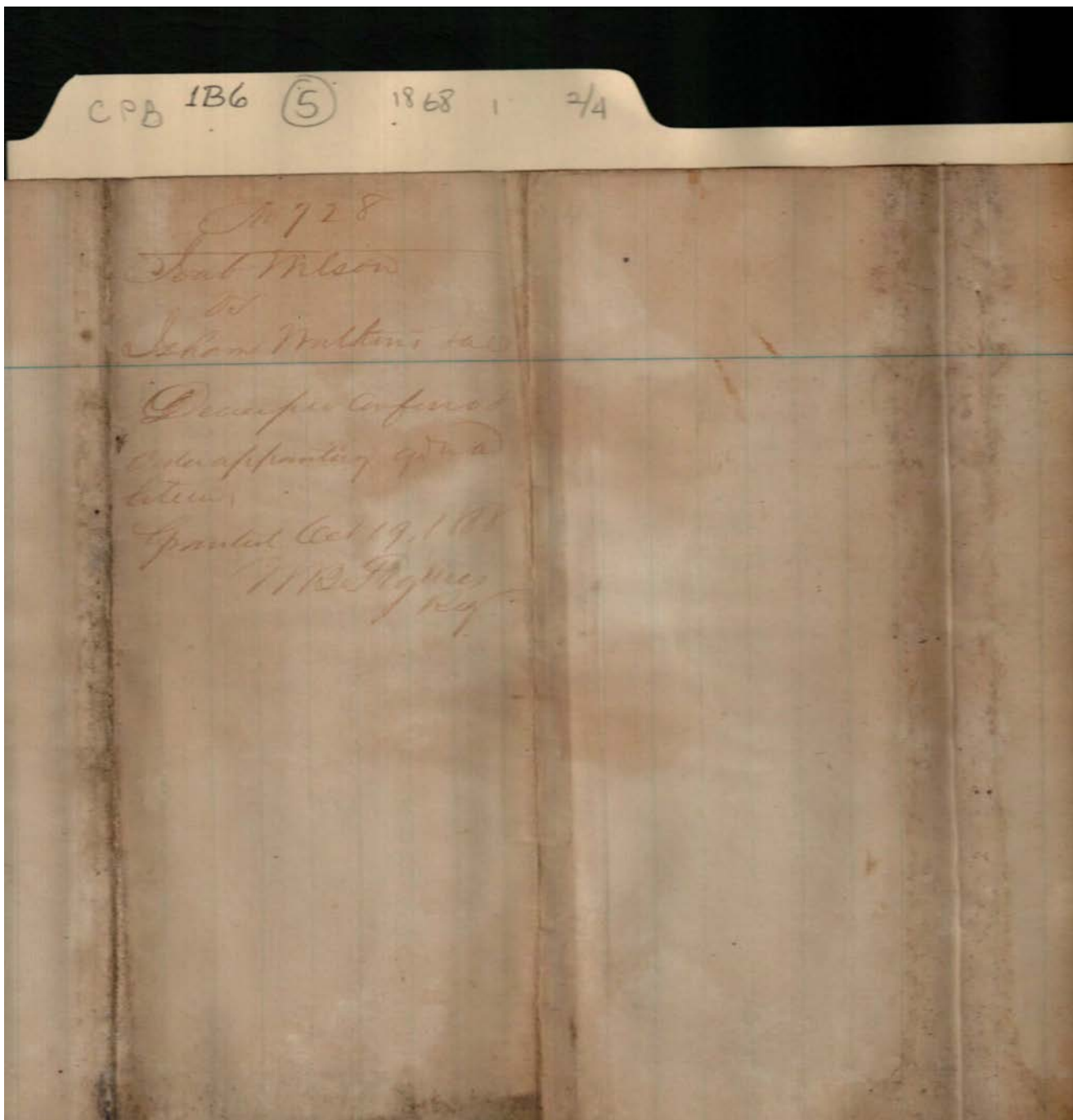
Nimms, Anna
 Nimms, Felix B.
 Nimms, Molly, R.

Nimms, Sue P.
 Nimms, William P.
 Walker,

Watkins, James A.
 Watkins, Sarah B.
 Weeden, William

Types:

summons



Names:

Watkins, Isham

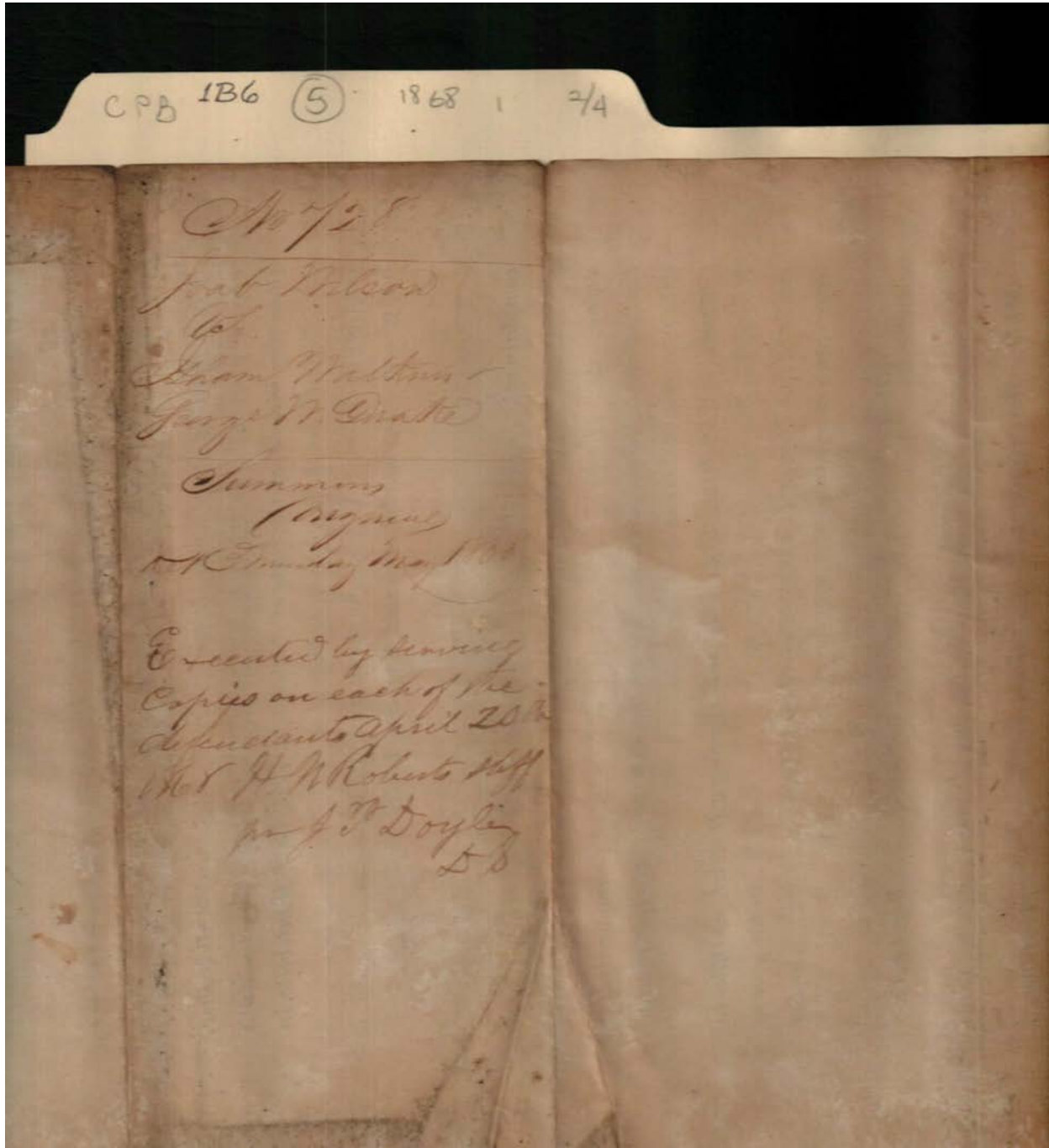
Wilson, Joab

Types:

memo

Dates:

Oct 19, 1868



Names:

Doyle, J. T.
Drake, George W.

Roberts, H. M.
Watkins, Isham

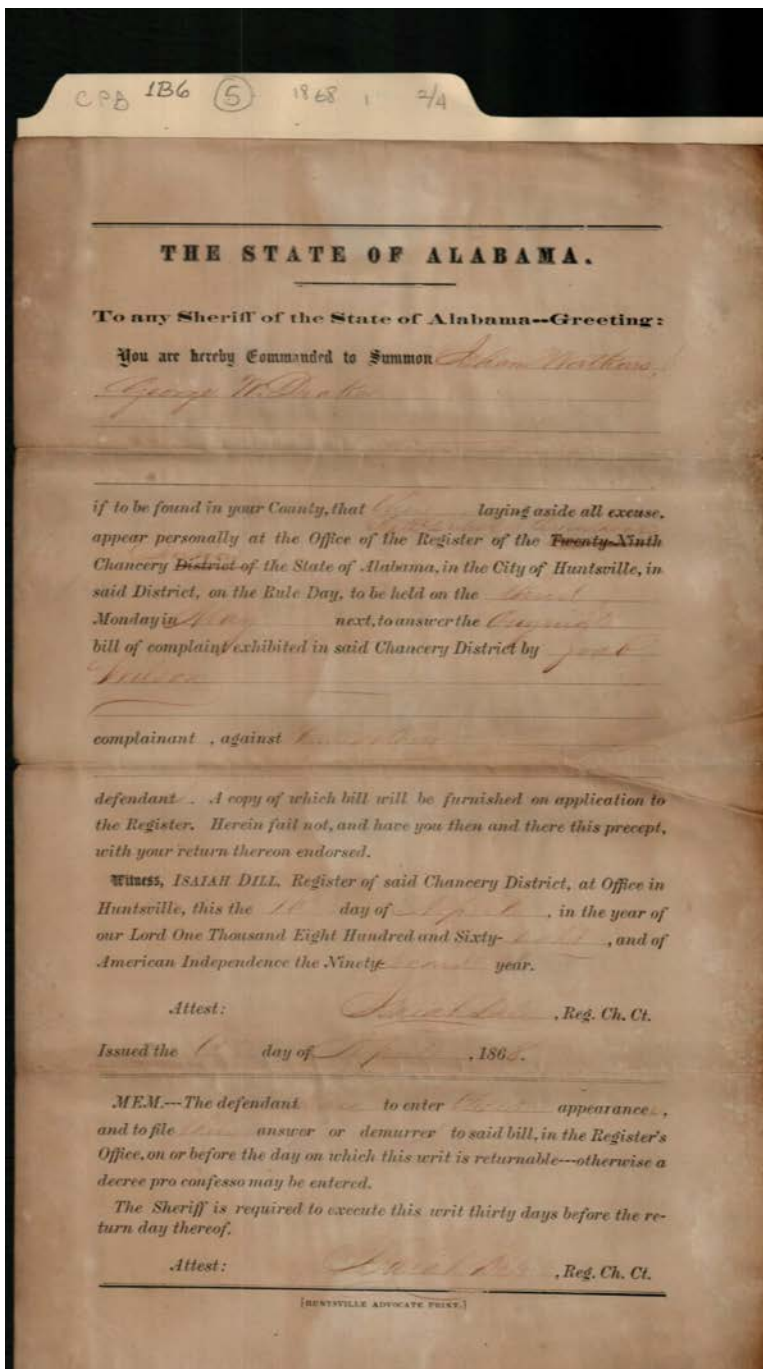
Wilson, Joab

Types:

memo

Dates:

May 1868



Dill, Isaiiah

Drake, George W.

Watkins, Isham

Wilson, Joab

Places:

Huntsville, AL

Types:

summons

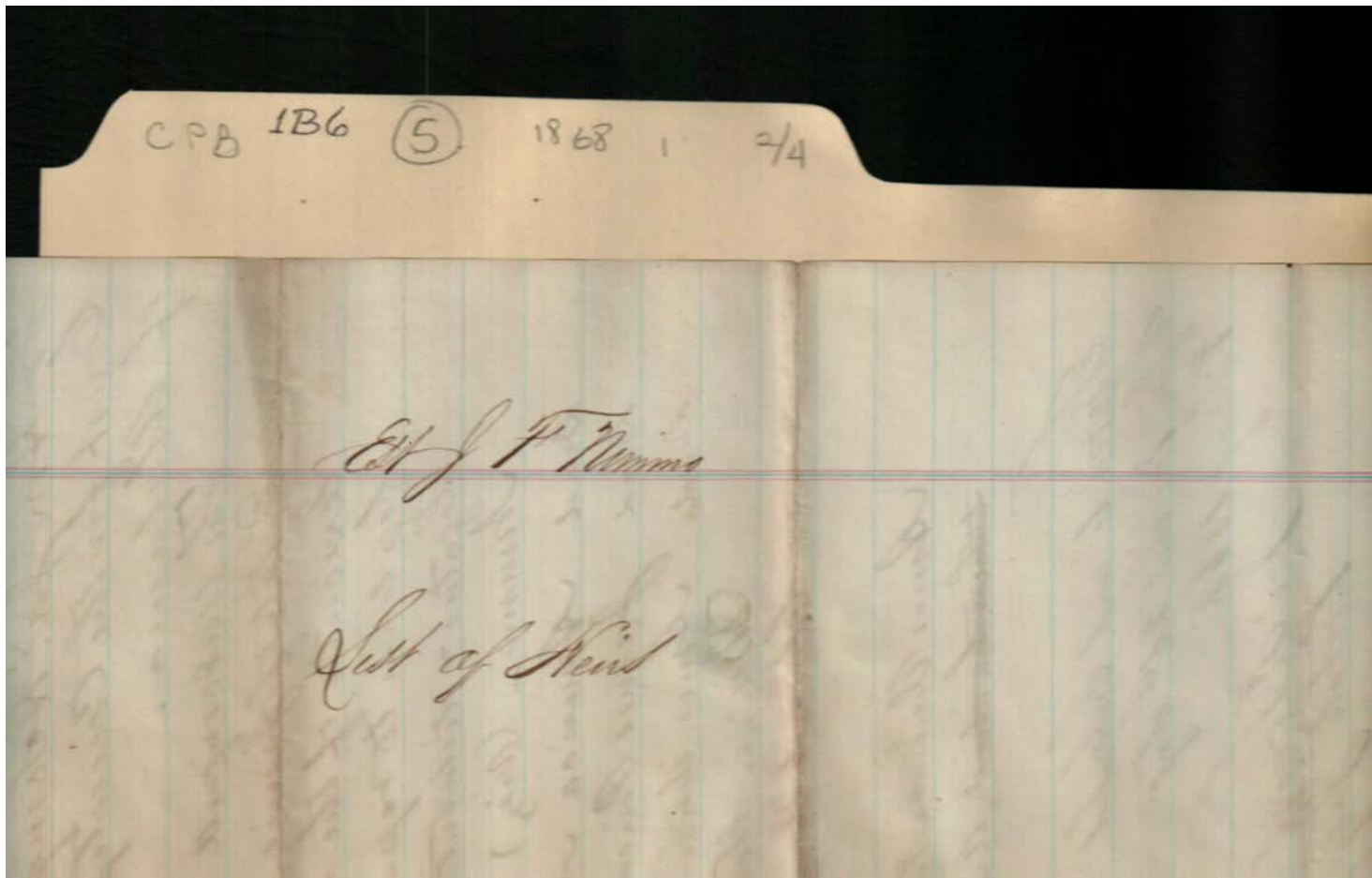
Dates:

Apr 18, 1868

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 6, Folder 5

Legal and court documents, 1868 (2 of 4)

Image 65 r01b06-05-000-0132 [Contents](#) [Index](#) [About](#)



Names:

Nimms J. F.

Types:

memo

CPB 1B6 (5) 1868 1 2/4

To Hon^{ble} Jas. H. Scroggs Judge of the Probate
Court for the County of Madison and State
of Alabama.

The undersigned administrator of the
Estate of James P. Nimms dec^d who was
Executor of the Est of James F. Nimms dec^d
beg leave to report that there are Five
Legates & distributees of the estate of James F.
Nimms - (viz)

Dead America Nimms who married ^(of Madison Co) ~~Isam~~ ~~Watkins~~
Dead James Pinkney Nimms - ~~Madison Co~~
Dead Amos Vincent Nimms - ~~Madison Co~~ ^{Madison Co}
William Henry Nimms - Resides in Arkansas
Clement V. Nimms - Resides in Arkansas

Amos Vincent Nimms resided in Arkansas.
~~He died~~ At the date of his death
Larkin A. Wortham
Scroggs, James H.
Scroggs, James H.
Scroggs, James H.
Scroggs, James H.

Given to and Subscribed Adm^r of James P. Nimms
before me this 25th day
February 1868
Jas H. Scroggs
Probate Judge

Names:

Nimms, America
Nimms, Amos
Vincent
Nimms, Clement V.

Nimms, James F.
Nimms, James
Pinkney

Nimms, William
Henry
Scroggs, James H.
Watkins, Isham

Wortham, Larkin A.

Places:

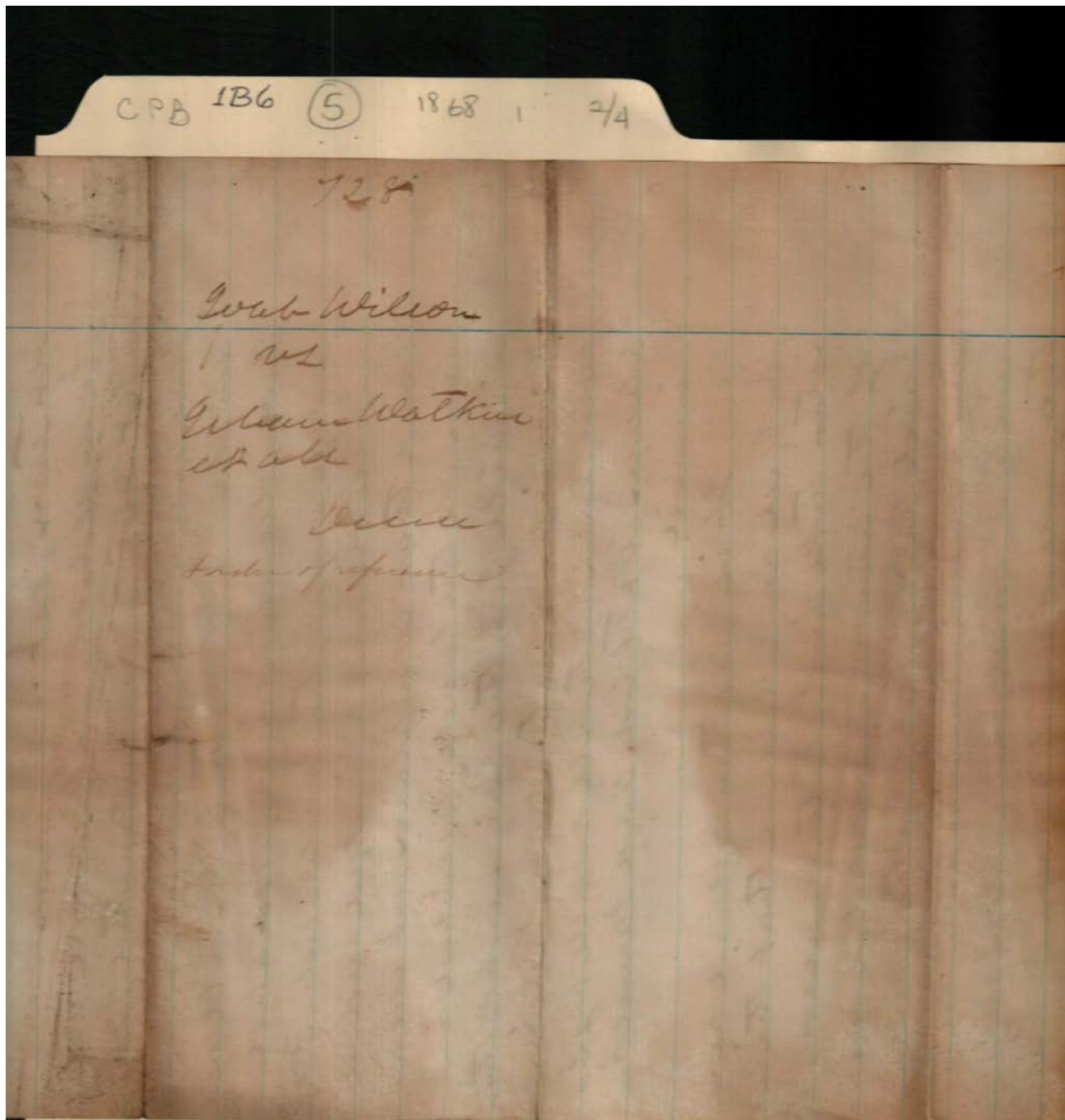
Madison County, AL

Types:

estate document

Dates:

Feb 25, 1868



Names:

Watkins, Isham

Wilson, Joab

Types:

memo

CPB 1B6 (5) 1868 1-2/4

In Chancery, in the District, Northern
Division, State of Alabama, Decem-
ber Term 1868

Joab Wilson } This cause was
vs } submitted for
Isham Watkins } decree at present
et al } term, on bill
sworn, decrees not complied and
proof, and after due consideration
It is ordered adjudged and de-
creed that complainant hold a
lien on the lands described in
his bill for the payment of the
promissory note described in
complainant's bill made by S-
Isham Watkins, and Daniel F
Nimms.

It is further ordered ad-
judged and decreed that the Reg-
ister take and state an account
of the amount now due on
said promissory note, com-
pound interest thereon from the tra-
durity of said promissory note
to the present, and report to the
present term of this Court.

Done 3d 1868 W. H. Keener

Names:

Nimms, James F.

Watkins, Isham

Wilson, Joab

Places:

Madison County, AL

Types:

legal report

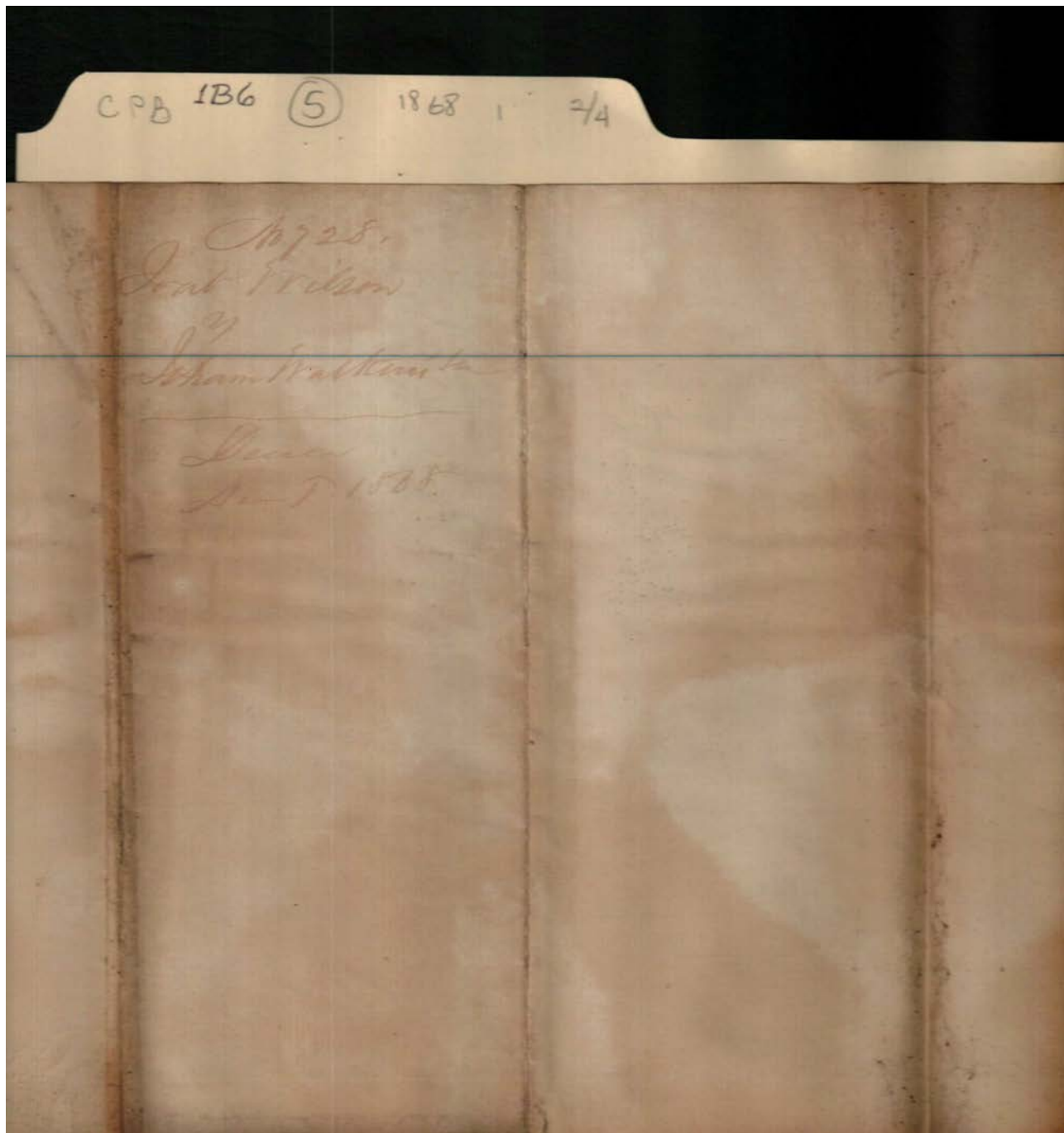
Dates:

Dec 03, 1868

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 6, Folder 5

Legal and court documents, 1868 (2 of 4)

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Names:

Watkins, Isham

Wilson, Joab

Types:

memo

Dates:

Dec 03, 1868

CPB 1B6 (5) 1868 - 1 2/4

In Chancery, 6th District, Northern
Division, State of Alabama
December term, 1868
Joab Wilson } This cause was
vs } submitted
Isham Watkins } for further
et al } decree on re-
port of Register made on a for-
mer day of this term, which
having laid over one day and
no exception being taken there-
to, after due consideration:
It is ordered and adjudged and de-
creed that said report be in
all things confirmed
It is further ordered and
adjudged and decreed that the
Register of this Court after
having given notice as requir-
ed by law in cases of sales by
Sheriffs, proceed to sell the lands
described in complainant's
bill at the Court house door of
this District to the highest bid-
der for cash, and shall on
such sale make the true pur-
chaser a good and sufficient
conveyance of all right and
title in and to said lands

Names:

Watkins, Isham

Wilson, Joab

Types:

legal report

C.P.B. 1B6 (5) 1868 7 2/4

vested in the parties to this
suit, and from the proceeds
of such sale shall first pay
and satisfy the costs of this
suit and of such sale, and
the remainder shall be paid
to complainant on his solici-
tore, in satisfaction and dis-
charge of the sum reported
by the Register to be due him,
and if any surplus of the
proceeds of such sale shall
remain after satisfying such
debt, then shall bring such
remainder into court, and
the Register will report his action
under this decree to the court
of this Court, Dec 4th 1868

Wm Kinnes

Names:

Kinnes, William J.

Types:

legal report

CPB 1B6 (5) 1868 1 2/4

Huntsville Dec 18 1868

Mr John Roberson

Dear Sir -

I will be obliged if you will
ride to town & see me for a few minutes -
I wish to get you to write a letter to Dr Hud
son either alone or in connection with
Battle & McCrary & instruct him to remove
the possession of the Boyd plantation
to Jasper Jones who has been appointed
Receiver of the plantation by the Chancery
Court & ordered to rent it out - He told
me that he held possession in 1866 by your
authority as agent of Boyd - I have now
rented out the place to the best bidder
& writes me that Hudson says he will
not give possession -

Yours &c
F. D. Cabaniss

Names:

Battle,
Boyce,

Boyd,
Cabaniss, S. D.

Hudson, Dr.
Jones, Jasper

McCrary,
Robinson, John

Places:

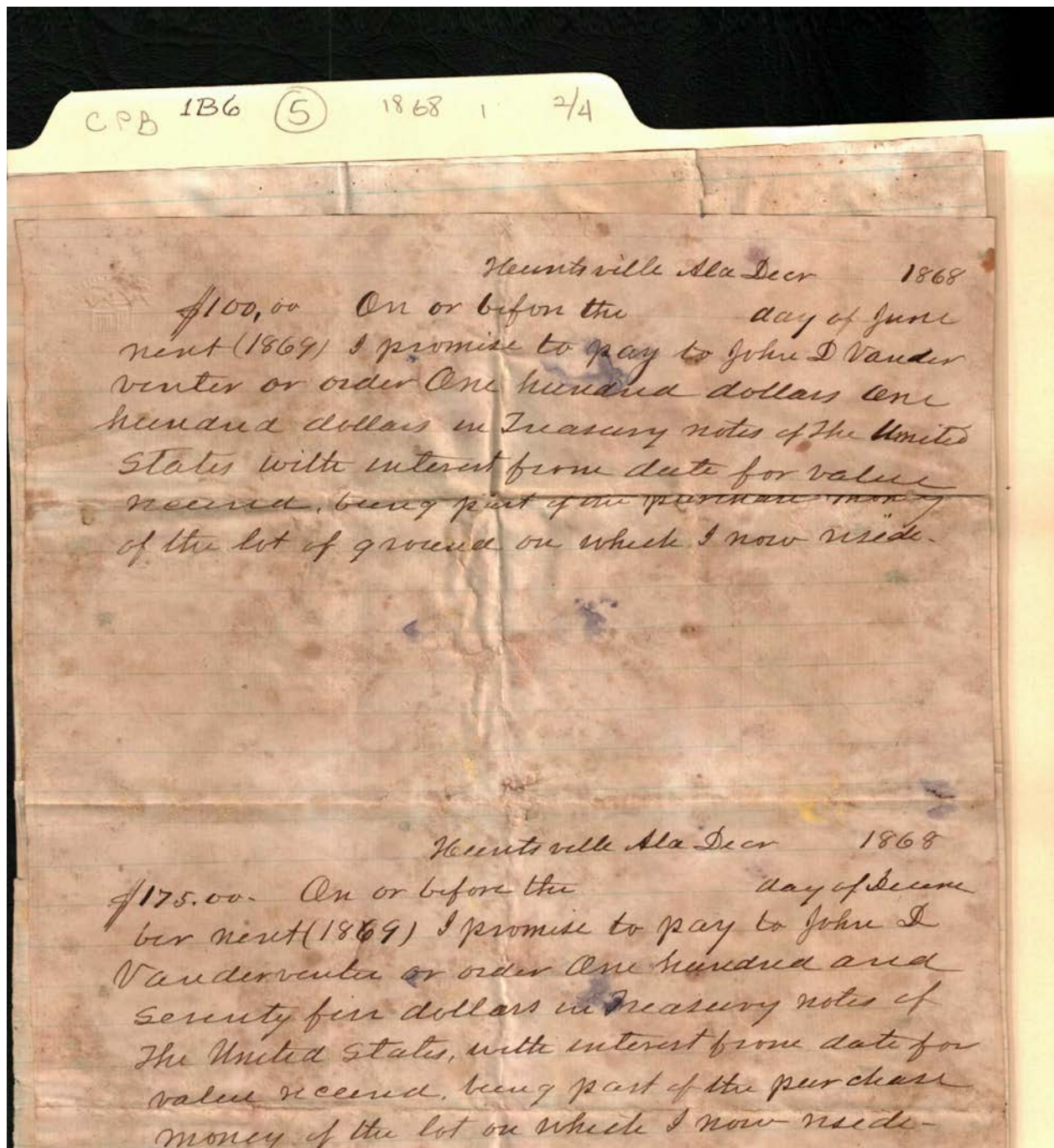
Huntsville, AL

Types:

correspondence

Dates:

Dec 18, 1868



Names:

Vanderverter, John D.

Places:

Huntsville, AL

Types:

iou

Dates:

1868

CPB 1B6 (5) 1868 1 2/4

State of Alabama }
 Madison County } know all men by these presents
 that we Reuben Chapman and wife Felicia
 Chapman, for and in consideration of the sum
 of Two thousand two hundred and sixty three ²⁵/₁₀₀
 Dollars, to us in hand paid by William P. McClung
 and Frank A. McClung, the receipt whereof
 is hereby acknowledged, do hereby give grant
 bargain sell alien enfeoff and convey unto
 the said William P. McClung & Frank A. McClung
 all our right title and interest in and to
 a tract of land situated on Flynt river in
 said county heretofore known as the planta-
 tion of Margaret McClung containing about
 sixteen hundred acres more or less, being the
 lands upon which said Margaret McClung
 resided on the 3rd day of February 1858 lying
 in townships four and five of range two East
 and embracing seven hundred and thirty eight
 and 1/100 acres conveyed to the said Margaret
 McClung on the 21st day of December 1850 by
 and of that date and therein particularly
 described recited by Robert L. Brandon John
 B. Brandon and others as heirs at law of
 William Brandon deceased with William H.
 Jones and LeRoy H. Jones and recorded in the
 office of the Judge of Probate of said county
 in Deed Book Y page 355, to which reference
 is here made for a more particular description

Names:

Brandon, John B.
 Brandon, Robert L.
 Brandon, William

Chapman, Felicia
 Chapman, Reuben
 Jones, LeRoy H.

Jones, William H.
 McClung, Frank A.
 McClung, Margaret

McClung, William P.

Places:

Madison County, AL

Types:

deed

CPB 1B6 (5) 1868 1 74

of the several parcels of land composing said
 nine hundred and thirty eight 938/100 acres:
 embracing also the North West part of the
 South East fractional quarter and the East
 half of the South West quarter of fractional
 section twenty nine in township four Range
 two East containing one hundred and seventy
 six 176/100 acres conveyed to said Margaret
 McClung by Robert L. Brandon as adminis-
 trator of Samuel Hughes and by Jacob G. Points
 and wife:
 embracing also a body of land of about two
 hundred 207/100 acres conveyed to said Margaret
 McClung by Joseph C. Bradley wife by deed
 dated October 25. 1857 and described as fractional
 section thirty two and the South West quarter of
 the South West quarter of section twenty nine
 of said township four:
 and embracing also two hundred and fifty eight
 258/100 acres conveyed to said Margaret McClung
 by William Fleming and wife by deed dated
 October 29. 1857 recorded in the office of the
 Judge of Probate of said county in Deed Book
 C page 252. and therein described as being
 in townships four and five of Range two
 East and comprising the North West quarter
 of the North West quarter of section five, the
 West part of the North East part of section
 six and fraction 6 in said fractional section

Names:

Bradley, Joseph C.
 Brandon, Robert L.

Fleming, William
 Hughes, Samuel

McClung, Margaret
 Points, Jacob G.

Places:

Madison County, AL

Types:

deed


C 0 B 1 B 6 (5) 1868 1 7/4

lies all in township five, that part of section
 thirty one township four which lies East of the
 old Indian boundary line and South of said
 fraction C. fraction A in fractional section
 thirty two of said township four and a
 certain other part of said fractional section
 thirty one lying west of said Indian boundary
 line and containing about fifty acres which
 was conveyed by John M Taylor wife to William
 H Vance and by said Vance to said Fleming
 by and dated February 11. 1840.

To have and to hold said lands to them
 the said William P. McClung, & Frank A. McClung
 and their heirs forever: the interest of said
 grantors being secured by and of conveyance
 from Edward E. Douglass Marshall of the District
 Court of the United States for the Southern District
 of Alabama dated February 3. 1868. and no
 warranty of title given.

In witness whereof said Reuben Chapman
 wife Felicia Chapman have hereunto set
 their hands and seals. This the 9th day of
 June 1869.

W. P. Chapman (seal)
 F. A. Chapman (seal)

Signed sealed and delivered, being first duly
 stamped, in the presence of us

 W. P. McClung
 Notary

Names:

Chapman, Felicia
 Chapman, Reuben

Douglass, Edward E.
 McClung, Frank A.

McClung, William P.
 Taylor, John M.

Vance, William H.
 Wilson, R. D.

Places:

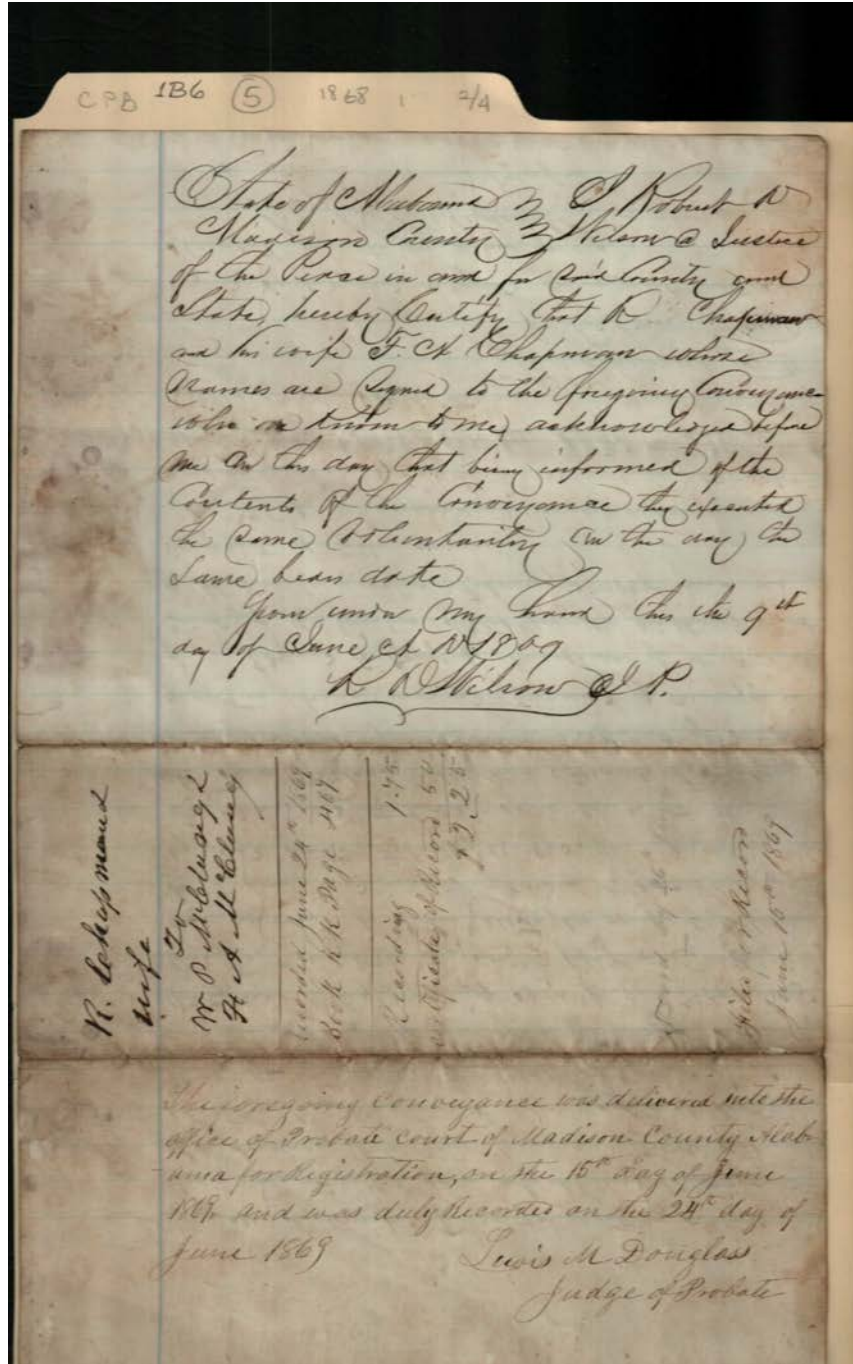
Madison County, AL

Types:

deed

Dates:

Jun 09, 1869



Names:

Chapman, F. H.

Chapman, R.

Wilson, Robert D.

Places:

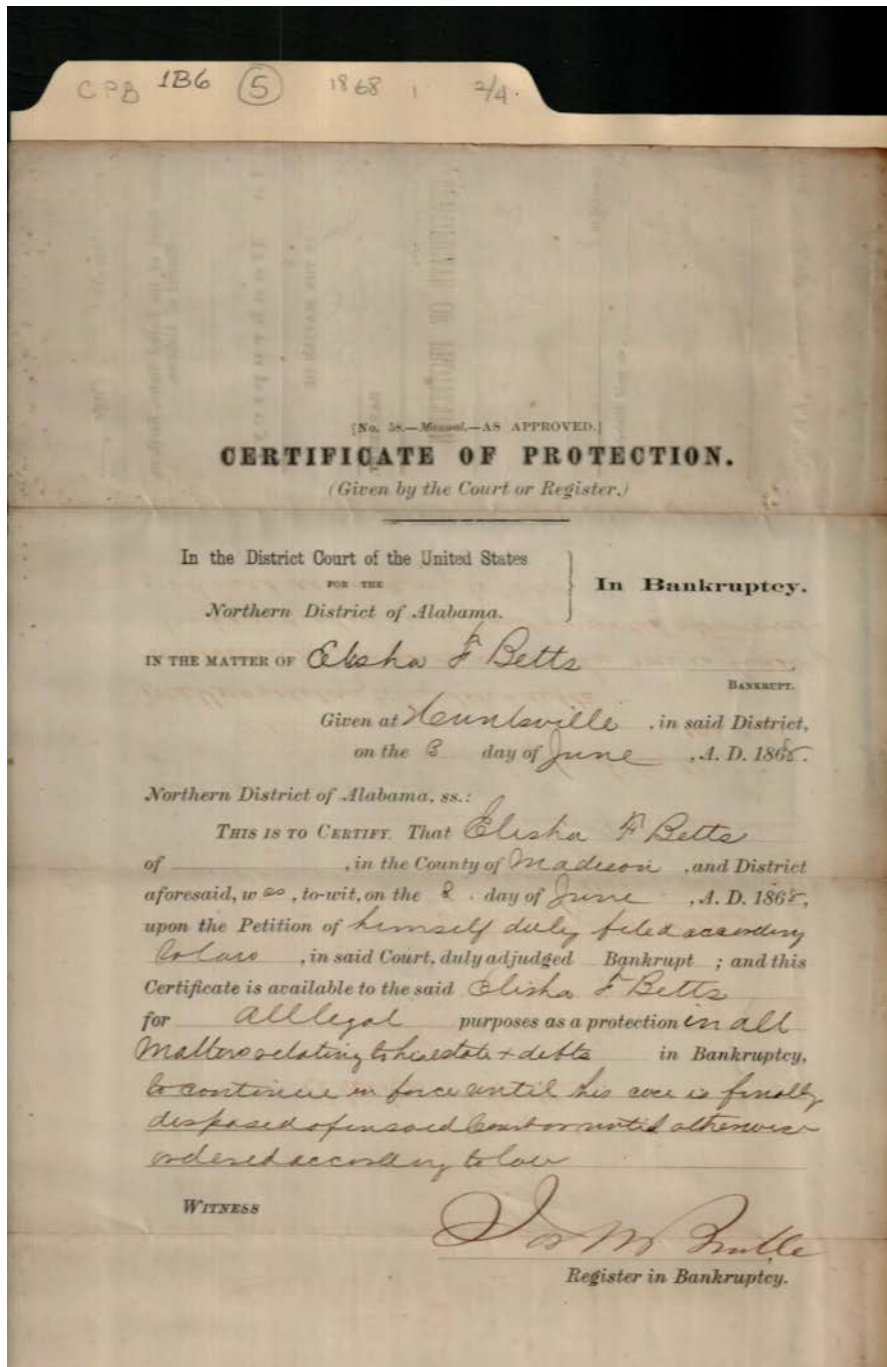
Madison County, AL

Types:

deed

Dates:

Jun 09, 1869



Names:

Battle, Joseph M.

Betts, Elisha F.

Places:

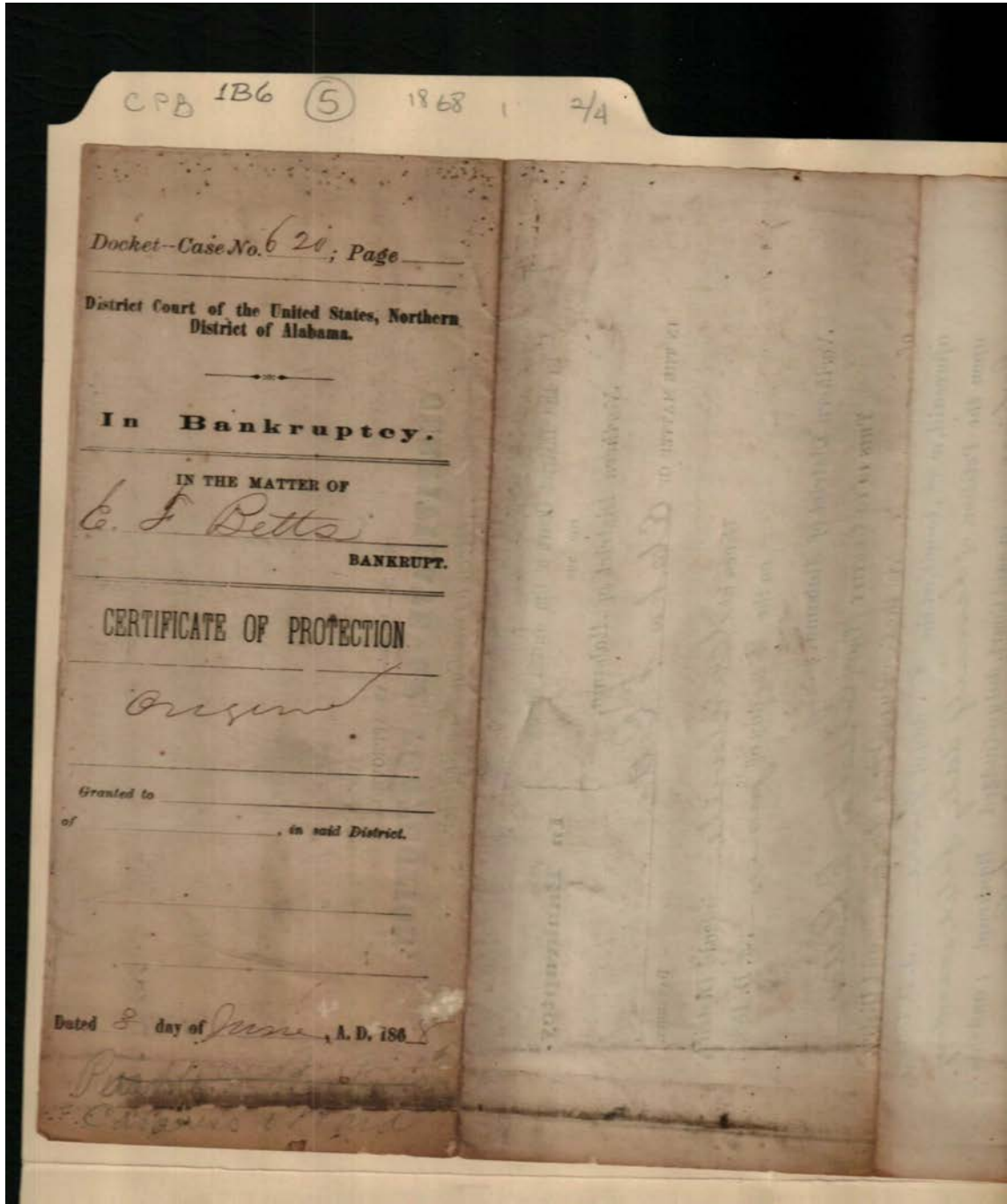
Madison County, AL

Types:

bankruptcy

Dates:

Jun 08, 1868



Names:

Betts, Elisha F.

Places:

Madison County, AL

Types:

bankruptcy

Dates:

Jun 08, 1868

CPB 1B6 (5) 1868 1 2/4

PETITION BY DEBTOR.

To the Hon. RICHARD BESTED, Judge of the District Court of the United States for the Northern District of Alabama:

The Petition of Richard Prewitt, of the
County of Eighteen, in the State of Alabama, and District aforesaid, Respectfully Represents:

That he has resided for six months next immediately preceding the filing of this Petition, at _____, within said Judicial District; that he owes debts exceeding the amount of three hundred dollars, and is unable to pay all of the same in full; that he is willing to surrender all his estate and effects for the benefit of his Creditors, and desires to obtain the benefit of the Act entitled "An Act to Establish a Uniform System of Bankruptcy throughout the United States," approved March 2, 1867:

That the Schedule hereto annexed, Marked **A**, and verified by your Petitioner's oath, contains a full and true statement of all his debts, and (so far as it is possible to ascertain) the names and places of residence of his creditors, and such further statements concerning said debts as are required by the provisions of said Act:

That the Schedule hereto annexed, Marked **B**, and verified by your Petitioner's oath, contains an accurate inventory of all his estate, both real and personal, assignable under the provisions of said Act:

Wherefore, Your Petitioner Prays, That he may be adjudged by the Court to be a Bankrupt, within the purview of said Act; and that he may be Decreed to have a Certificate of Discharge from all his debts provable under the same.

Richard Prewitt
Halker & Brickell, Solicitor, &c.
D. R. Jew

OATH TO FOREGOING PETITION.

United States of America, Northern District of Alabama, as:

I, Richard Prewitt, the Petitioning Debtor mentioned and described in the foregoing Petition, do hereby make solemn oath that the statements contained therein are true according to the best of my knowledge, information and belief; and I do further make oath, that I am a citizen of the United States of America, and that I will bear true faith and allegiance to the same.

Richard Prewitt, Petitioner.

Subscribed and sworn to before me, this 29 day of Dec, A. D. 1868.

Linelle Day
W. Slemmer

Prewitt bankruptcy

Names:

Brickell, Lewis
Day, Linelle

Prewitt, Richard
Slemmer, V.

Walker, D. R.

Places:

Lawrence County, AL

Types:

bankruptcy

Dates:

Dec 29, 1868

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Legal and court documents, 1868 (2 of 4)

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SCHEDULE A-3. (As Approved.)

IN THE MATTER OF Richard Pruitt BANKRUPT.

Creditors whose Claims are Unsecured.

B. B.—When the Name and Residence (or either) of any Maker, Endorser, or Holder of any Bill or Note, etc. are Unknown, the fact must be stated, and also the Name, Rank, State and Occupation of the Last Holder known to the Petitioner. The Debt due to each Creditor must be stated in full, and any claim by way of set-off stated in the Schedule of Property. The Nature of such Debt and Demand, whether founded on Written Security, Obligation, Contract, or Otherwise, and also the Time Cause and Consideration of such Indebtedness in each case, and the Place where such Indebtedness accrued.

Reference to Ledger or Voucher.	Names of Creditors.	Residences and Occupations.	AMOUNT.		When and Where Contracted.	Nature and Consideration of the Debt, and whether any Judgment, Bond, Bill of Exchange, Promissory Note, etc. and whether contracted on Security or Joint-Contract, with any other Person, and, if so, with whom.
			Dollars.	Cts.		
	Mrs Martha Pruitt	Moneton Ala	13022	11	Lanucee county, Ala	Judgment in Circuit Court 1867
	William Jones as administrator of Wm H Price	Elmore Ala	1304	00	Judgment in Circuit Court Lanucee county 1867	
	Mrs Martha Pruitt (Wife)	Moneton Ala	3195	00	Lanucee Co. Ala	note due May 7, 1867
	Isaac N Owen	Moneton Ala	3420	00	Lanucee Co. Ala	note due Dec 22, 1867
	The Ashford Estate } John Turrentine's admr }	Atticus Ala	75	00	Lanucee Co. Ala	note dated in 1861
	A H C Lecky	Leighton Ala	350	00	Leighton Ala	note about 1860
	A H C Lecky	Leighton Ala	500	00	Leighton Ala	Account mch 22 in 1860
	John Alexander	Spring Hill Tennessee	600	00	Lanucee Co. Ala	note in 1867
	Jesse W Garth Estate } W H Garth Executor }	Shuterville Ala	10865	00	Shuterville Ala	Bill of exchange not regularly protested Presented
	Thomas Lile Estate } John Lile administrator }	Prinity Ala	3470	00	Prinity Ala	note Jan 11, 1867
					Richard Pruitt	

Revised according to Act of Congress, in the year 1867, by Philip A. Williams, in the Clerk's Office of the Supreme Court of the District of Columbia.

Prewitt bankruptcy

Names:

- | | | | |
|-----------------|--------------|-----------------------|----------------------|
| Alexander, John | Lecky, A. | Owen, Isaac N. | Pruitt, Martha, Mrs. |
| Garth, Jesse W. | Lecky, H. C. | Prewitt, Martha, Mrs. | Turrentine, John |
| Garth, W. W. | Lile, John | Prewitt, Richard | |
| Jones, Allen | Lile, Thomas | Price, William H. | |

Places:

Lawrence County, AL

Types:

bankruptcy

Dates:

1862-1867

CPB 1B6 (5) 1868 1 2/4

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 6, Folder 5

Legal and court documents, 1868 (2 of 4)

Image 82 r01b06-05-000-0149 [Contents](#) [Index](#) [About](#)

United States Bankrupt Act, March 3, 1867—Secs. 11 and 20

SCHEDULE A.—3.—(As Approved.)

Felix & Simmons, Government Stationers, Washington, D. C.

IN THE MATTER OF Richard Prewitt BANKRUPT.

Creditors whose Claims are Unsecured.

11. B.—When the Name and Residence of either of any Maker, Endorser, or Holder of any Bill or Note, Ac., are Unknown, the Debtor must be stated, and also the Name, Residence, and Occupation of the Last Holder known to the Debtor. The Debt due to such Creditor must be stated in full, and any Claim for same to be paid stated in the Schedule of Property. The Nature of such Debt and Demand, whether founded on Written Security, Obligation, Contract, or Otherwise, and also the True Cause and Consideration of such Indebtedness in each case, and the Place where such Indebtedness accrued.

Reference to Ledger or Voucher.	Names of Creditors.	Residences and Occupations.	AMOUNT.		When and Where Contracted.	Nature and Consideration of the Debt, and whether any Judgment, Bond, Bill of Exchange, Promissory Note, Ac., and whether Contracted as Guarantor or Joint-Contractor, with any other Person, and, if so, with whom.
			Dollars.	Cts.		
	Oakley H. Bynum } C. C. Sheats Assignee }	Decatur Ala	8000	00	Lawrence Co Ala	note in 1865
	Mary Wilson } Mrs. Martha Pruitt }	New Orleans La Moulton Ala	12524	00	Courtland Ala	note made Aug 11 1861
	J. P. Ashford Estate } John Turrentine Administrator }	Athens Alabama	10000	00	Laurens county Ala part of Laurens county Ala	judgment in the Probate Court in favor of Mrs. Prewitt Deed of the Chancery Court Laurens county Ala Term 1868
	Newton Lorn } John Chenault }	Laurens county Alabama Mount Hope Alabama	600	00	Laurens Co Ala	note in 1861
	Graham } Thomas Lile Estate } John Lile administrator }	Courtland Alabama Prinity Alabama	150	00	Mount Hope Ala Courtland Ala	note about 1861 note about 1868
			230	53	Prinity Ala	note given Jan 11 1862
<i>Richard Prewitt</i>						

Filed according to Act of Congress, in the year 1867, by FELIX & SIMMONS, in the Clerk's Office of the Supreme Court of the District of Columbia.

Prewitt bankruptcy

Names:

Ashford, Thomas P.	Crow, Newton	Lile, Thomas	Sheats, C. C.
Bynum, Oakley H.	Graham,	Prewitt, Richard	Turrentine, John
Chenault, John	Lile, John	Pruitt, Martha, Mrs.	Wilson, Mary

Places:

Lawrence County, AL

Types:

bankruptcy

Dates:

1861-1868

United States Bankrupt Act, March 3, 1867—Sec. 11 and 29

SCHEDULE A.—3.—(As Approved.)

Fifty & Sevens, Government Stationers, Washington, D. C.

IN THE MATTER OF Richard Prewitt BANKRUPT.

Creditors whose Claims are Unsecured.

It is—When the Name and Residence (or either of any Maker, Endorser, or Holder of any Bill or Note, Ac., are Unknown, the fact must be stated, and also the Name, Residence, and Occupation of the Last Holder known to the Petitioner. The Debt due to each Creditor must be stated in full, and any Claim by way of set-off stated in the Schedule of Property. The Nature of each Debt and Demand, whether founded on Written Security, Obligation, Contract, or Otherwise, and also the True Cause and Consideration of each Indebtedness in each case, and the Place where such Indebtedness accrued.

Reference to Ledger or Voucher.	Names of Creditors.	Residences and Occupations.	AMOUNT.		When and Where Contracted.	Nature and Consideration of the Debt, and whether any Judgment, Bond, Bill of Exchange, Promissory Note, &c., and whether Contracted on Account of Joint-Contractor, with any other Person, and, if so, with whom.
			Dollars.	Cts.		
	<p>Proceedings have been instituted in the Probate Court of Lawrence county Alabama by Martha Prewitt of said county for the purpose of subjecting certain judgments that are alleged to exist in said county against petitioner as one of the joint administrators of the Prewitt dec^d in favor of herself individually & in her name as Guardian of Sarah Prewitt John Prewitt Blunt Prewitt of said county. Said cause was decided in petitioners favor & is now pending in the Supreme court of said State on appeal. The records of the court have been destroyed & petitioner is unable to state amount & dates. Petitioner insists that he is not legally liable for anything, in respect to said debts.</p> <p style="text-align: right;">Richard Prewitt</p>					

Revised according to Act of Congress, in the year 1867, by FIFTY & SEVENS, in the Chief's Office of the Supreme Courts of the District of Columbia.

CPB JB6 (5) 1868 1 2/4

Prewitt bankruptcy

Names:

- | | | |
|----------------|-----------------------|-------------------|
| Prewitt, Blunt | Prewitt, Martha, Mrs. | Prewitt, Sarah |
| Prewitt, John | Prewitt, Richard | Price, William H. |

Places:

Lawrence County, AL

Types:

bankruptcy

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 6, Folder 5

Legal and court documents, 1868 (2 of 4)

Image 84 r01b06-05-000-0151 [Contents](#) [Index](#) [About](#)

United States Bankrupt Act, March 3, 1867--Secs. 11 and 12

SCHEDULE A-5. (As Approved.)

FALP & SONS, Government Stationers, WASHINGTON, D. C.

IN THE MATTER OF Richard Prewitt BANKRUPT.

~~Creditors whose Claims are Unsecured.~~

H. B.—When the Name and Residence (or either) of any Maker, Endorser, or Holder of any Bill or Note, &c. are Unknown, the fact must be stated, and also the Name, Residence, and Occupation of the Last Holder known to the Petitioner. The Debt due to each Creditor must be stated in Full, and any Claim by way of set-off stated in the Schedule of Property. The Nature of such Debt and Demand, so far as limited on Written Security, Obligation, Contract, or otherwise, and also the True Cause and Consideration of such Indebtedness in each case, and the Place where such Indebtedness accrued.

Reference to Ledger or Voucher.	Names of Creditors.	Residences and Occupations. <i>Name of master creditor</i>	AMOUNT.		When and Where Contracted.	Nature and Consideration of the Debt, and whether any Judgment, Bond, Bill of Exchange, promissory Note, &c. and whether Contracted as vendor or joint-contractor, with any other Person, and if so, with whom.
			Dollars	Cts.		
	Thomas Mosely	Mississippi	3000 00	00	E. Frank Bates Hunterville Ala	Petitioner was security
	Governor of Alabama	Montgomery Ala.	10000 00	00	Monticm Ala	Petitioner was security
	Governor of Alabama	Montgomery Ala.	10000 00	00	Monticm Ala	Petitioner was security
	State of Alabama	Alabama	880 95	95	Lawrence Co Ala	Petitioner security
	Auditor of Cheatham	Nashville Tenn.	880 95	95	Courtland Ala	Judgment in the Federal Court at Hunterville Ala

Richard Prewitt

1868 1 2/4

Prepared according to Act of Congress, in the year 1867, by FALP & SONS, in the Clerk's Office of the Supreme Court of the District of Columbia.

Prewitt bankruptcy

Names:

- | | | |
|---------------------|------------------|------------------|
| Bates, E. Frank | Lindsey, Samuel | Mosley, Thomas |
| Cheatham, Andrew J. | McGlue, Henry A. | Prewitt, Richard |

Places:

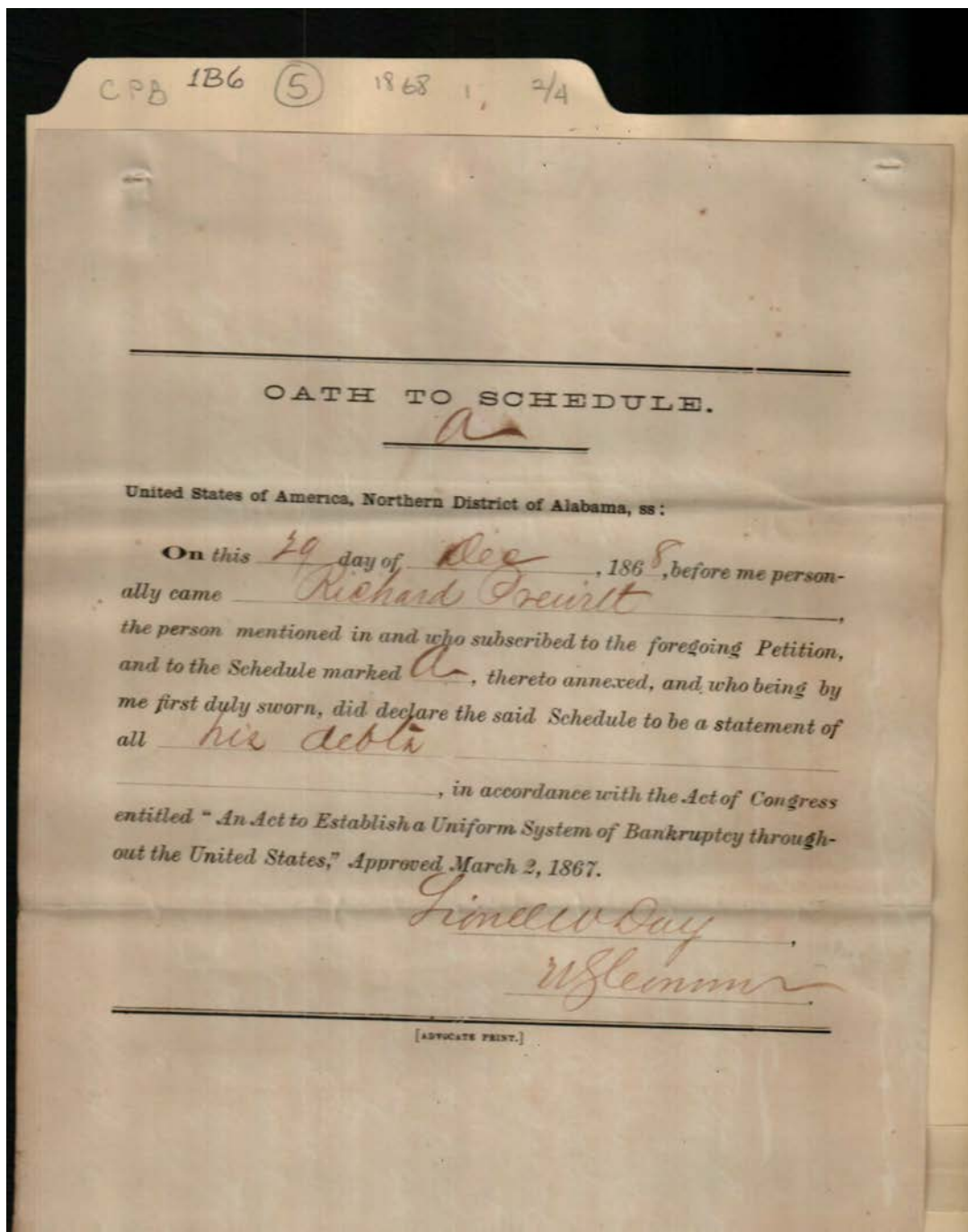
Lawrence County, AL

Types:

bankruptcy

Dates:

1857-1867



Prewitt bankruptcy

Names:

Day, Linelle W.

Prewitt, Richard

Slemmer, W.

Places:

North District Court,
AL

Types:

bankruptcy

Dates:

Dec 29, 1868

CPB 1B6 (5) 1868 1, 2/4

U.S. Bankrupt Act, March 2, 1867—Secs. 11, 26, 28, 43. Printers & Stationers, Government Stationers, Washington, D. C.

[AS APPROVED.]

SCHEDULE B.—2.—(INVENTORY.)

IN THE MATTER OF _____ BANKRUPT.

Personal Property.

D.—Household Goods and Furniture, Household Stores, Wearing Apparel, and Ornaments of the Person.	Dollars.	Cts.
<i>Hearing Apparel</i>		<i>50 00</i>
<i>Richard Prewitt</i>		

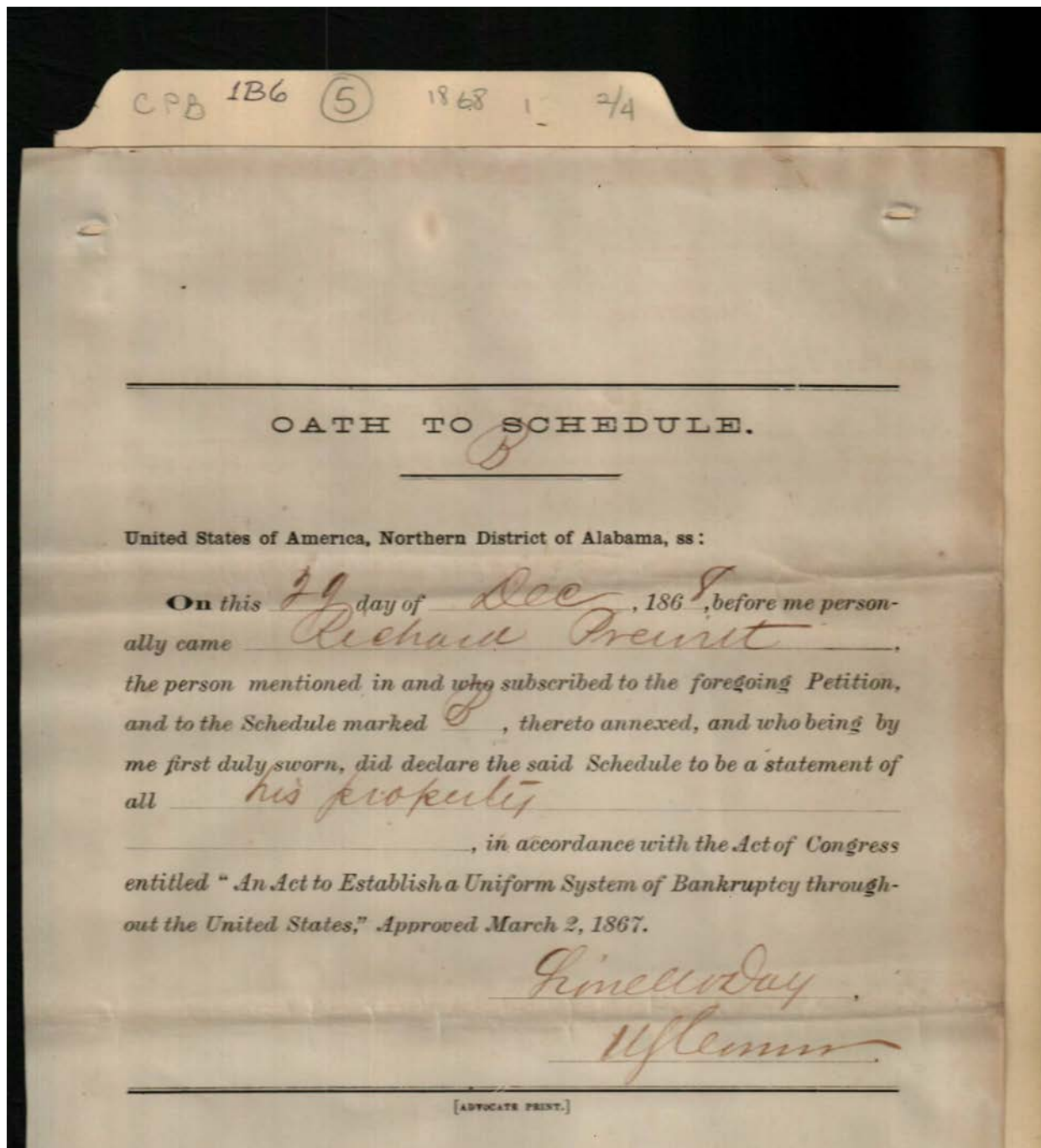
Prewitt bankruptcy

Names:

Prewitt, Richard

Types:

bankruptcy



Prewitt bankruptcy

Names:

Day, Linelle W.

Prewitt, Richard

Slemmer, W.

Places:

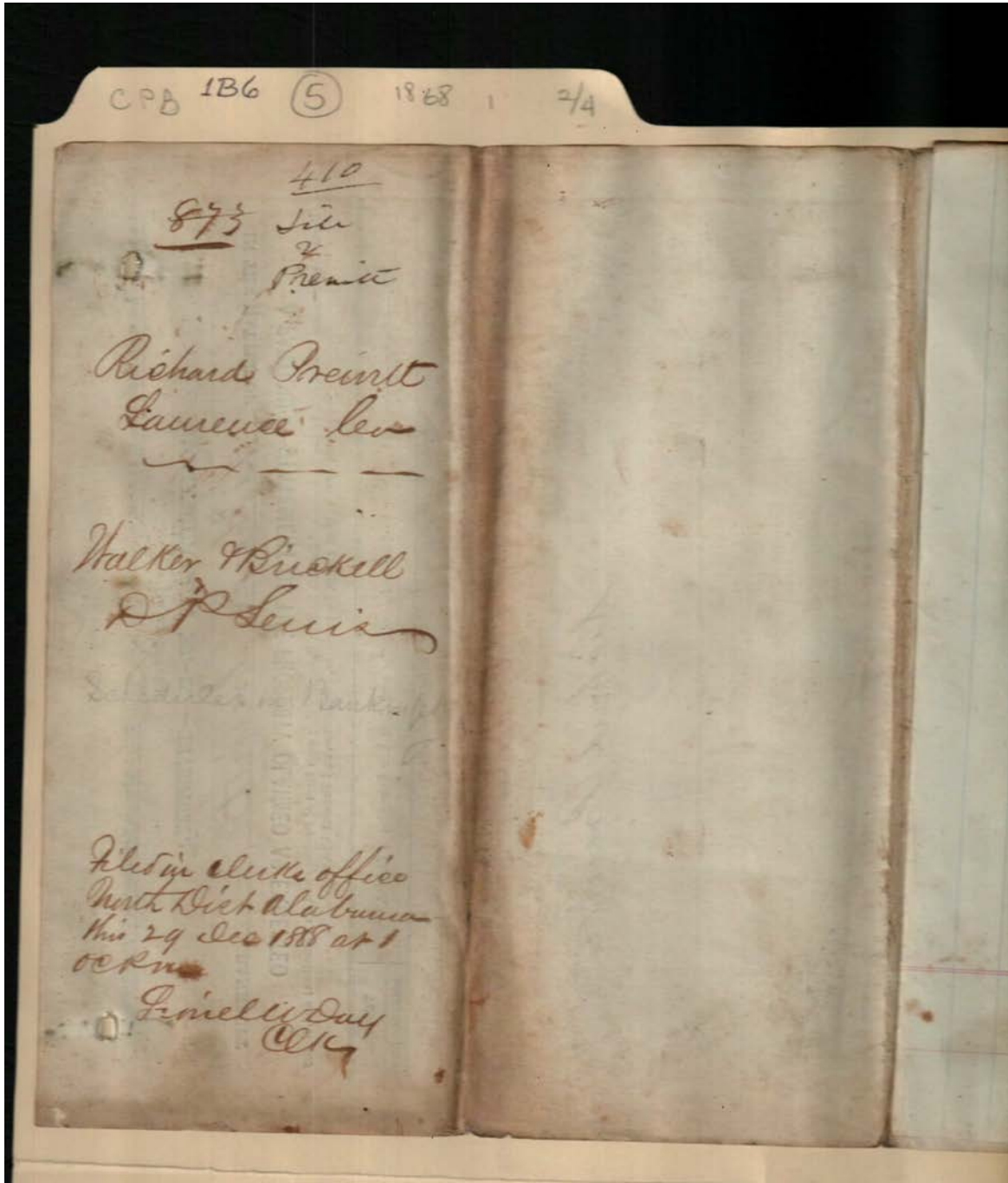
North District Court,
AL

Types:

bankruptcy

Dates:

Dec 29, 1868



Prewitt bankruptcy

Names:

Day, Linelle W.

Lewis, D. P.

Prewitt, Richard

Walker,

Places:

North District Court,
AL

Types:

bankruptcy

CPB 1B6 (5) 1868 1 2/4

U. S. Bankrupt Act, March 2, 1867.—Secs. 11, 36, 39, 43. Philp & Solomons, Government Stationers, Washington, D. C.

[AS APPROVED.]

SCHEDULE B.—5.—(INVENTORY.)

IN THE MATTER OF Richard Prewitt BANKRUPT

A PARTICULAR STATEMENT OF THE PROPERTY CLAIMED AS EXCEPTED

From the Operation of said Act, by the provisions of the 14th Section thereof, giving each Item of Property and its Valuation; and, if any portion of it is Real Estate, its Location, Description, and Present Use.

B. —Property Claimed to be Exempt by State Laws, and under what State Law Exemption is Claimed.	Valuation.	
	DOLLARS.	CENTS.
<i>Hearing Apprais</i>		
<i>Richard Prewitt</i>		

Prewitt bankruptcy

Names:

Prewitt, Richard

Types:

bankruptcy

CPB 1B6 (5) 1868 1 2/4

March 5 1867. Paul L. Lane et al. filed their bill
in chancery against James W. S. Donnell et al. admors of
J. H. Lane and W. P. Lane et al. of J. H. Lane admors of J. H. Lane
for a settlement of the estate of J. H. Lane.

Ans. of J. W. S. Donnell filed May 27. 1867.

Order of Reference to Register to state life May 27. 1867.

Report of Register by
Charging admors with debts of Estate \$39030.37.
Auditing them as follows:

Expenses and charges in Estate	\$10385.62	
James W. S. Donnell inf.	3661.83	
A. L. Dearing inf.	3255.67	
P. L. Harrell inf.	4047.84	
Albert J. Lane	2676.23	
Walter B. Lane	3987.28	
Paul L. Lane	5374.11	
J. H. Lane	7777.83	48256.57
Balance in favor of J. W. S. Donnell		\$9226.14

Decease May 29. 1868.

Paul L. Lane et al. }
James W. S. Donnell et al. } In Chancery 5 District of South
& J. H. Lane et al. } Chancery Division of Alabama.

This cause coming on to be heard at this
Term of the Court upon the pleadings, orders and proof here
before made and submitted. And upon the report of the
Register made in a former case of this Court auditing and
settling an account as to all matters and things involved
in the administration of the goods and chattels, rights and

Names:

Adair, W. A.
Dearing, A. L.
Donnell, James W. S.

Harrell, W. A.
Jones, Albert, L.
Jones, J. H.

Jones, J. W. S.
Jones, Paul L.
Jones, Walter B.

Lance, W. P.

Types:

estate

Dates:

Mar 05, 1867

C.P.B. 1B6 (5) 1868 1 2/4

credit and account which one of John W. Jones
brought in the hands of James W. S. Donnell and John H.
Jones as the administrators of said estate to be administered.
That said report is regular and no exceptions being
made or filed thereto. It is ordered that said report be
in all things confirmed. And for the account be
audited and stated as aforesaid the court finds
that said James W. S. Donnell and John H. Jones as
the administrators aforesaid and the said James W. S.
Donnell as surviving administrator of the estate of the
said John H. Jones received and was chargeable with
the sum of thirty seven thousand and thirty seven and
thirty seven cents so much of the goods and chattels
rights and credits (which had not been otherwise specified
all distributed and assigned to each of the heirs
of the said John Jones being proper and
proper of the said Donnell and Jones as the
administrators aforesaid and for which they are so liable
as shown in the account so stated and the court
and proof establishing the same. And it further ap-
pearing and the court so finding from the account so
stated as aforesaid that the said Donnell and
administrators aforesaid and the said Donnell
as the surviving administrator aforesaid an act
of said estate by the amount of \$37,377.37 the same
then received and eighty four dollars and twenty two
cents so much together with the several items paid
in and distributed between the several heirs of the
said estate in and fully to appear from said
report of the sum of forty eight thousand two hundred
and fifty six dollars and fifty one cents or thereabouts
of which said sum and other being a balance

Names:

Daniell, James

Donnell, James W. S.

Jones, John H.

Jones, John W. S.

Types:

estate

CPB 1B6 (5) 1868 1 2/4

part of said administrators of nine thousand two hundred
 and twenty six dollars and fourteen cents. The Court
 further finds that the distribution share and portions
 of each one of the heirs of said estate in the apportionment
 as aforesaid is the sum of two thousand
 nine hundred and fifty five dollars and fifty nine cents.
 The Court further finds that the heirs at law are
 named in said Register's report and that said
 administrators have distributed and paid to each
 heir and that each heir has received a sum
 each greater than his or her distribution share
 or portion. The Court further finds that each and
 every heir at law has received all of his or her portion
 of the property in specie distributed and set apart
 to each upon a division of the same among the
 heirs at law aforesaid.

It is therefore ordered, adjudged and decreed that the
 report of the Register aforesaid be and the same is
 in all things and respects confirmed.

It is further ordered, adjudged and decreed that
 the said sum of nine thousand two hundred
 and twenty six dollars and fourteen cents be held
 as the aforesaid balance found due said
 Donnell & Sons administrators as aforesaid.

It is further ordered, adjudged and decreed that
 the said Don W. S. Donnell and the estate of the
 said John H. Jones be and the said Don W. S.
 Donnell as the surviving administrators and their
 bondsmen on their administrative bonds be in
 all things and respects fully discharged of and
 from all other and further liability of or on
 account of said administration of the estate
 of said John H. Jones be and

Names:

Donnell,
 Donnell, James W. S.

Jones,
 Jones, John H.

Jones, John W. S.

Types:

estate

CPB 1B6 (5) 1868 2/4

It is further ordered that the Respondent James
W. Donnell pay the costs of this suit to be taxed
by the Register, to be reimbursed in one half of
said costs out of W. P. Tanner as administrator of
H. Cabaniss who was the Co administrator of said
Donnell's estate. May 29/68

S. R. M. Spadden
Chancellor

25.
P. L. Donnell
of W. P. Tanner
of S. R. M. Spadden

Names:

Donnell, James W. S.

Spadden, S. R. M.

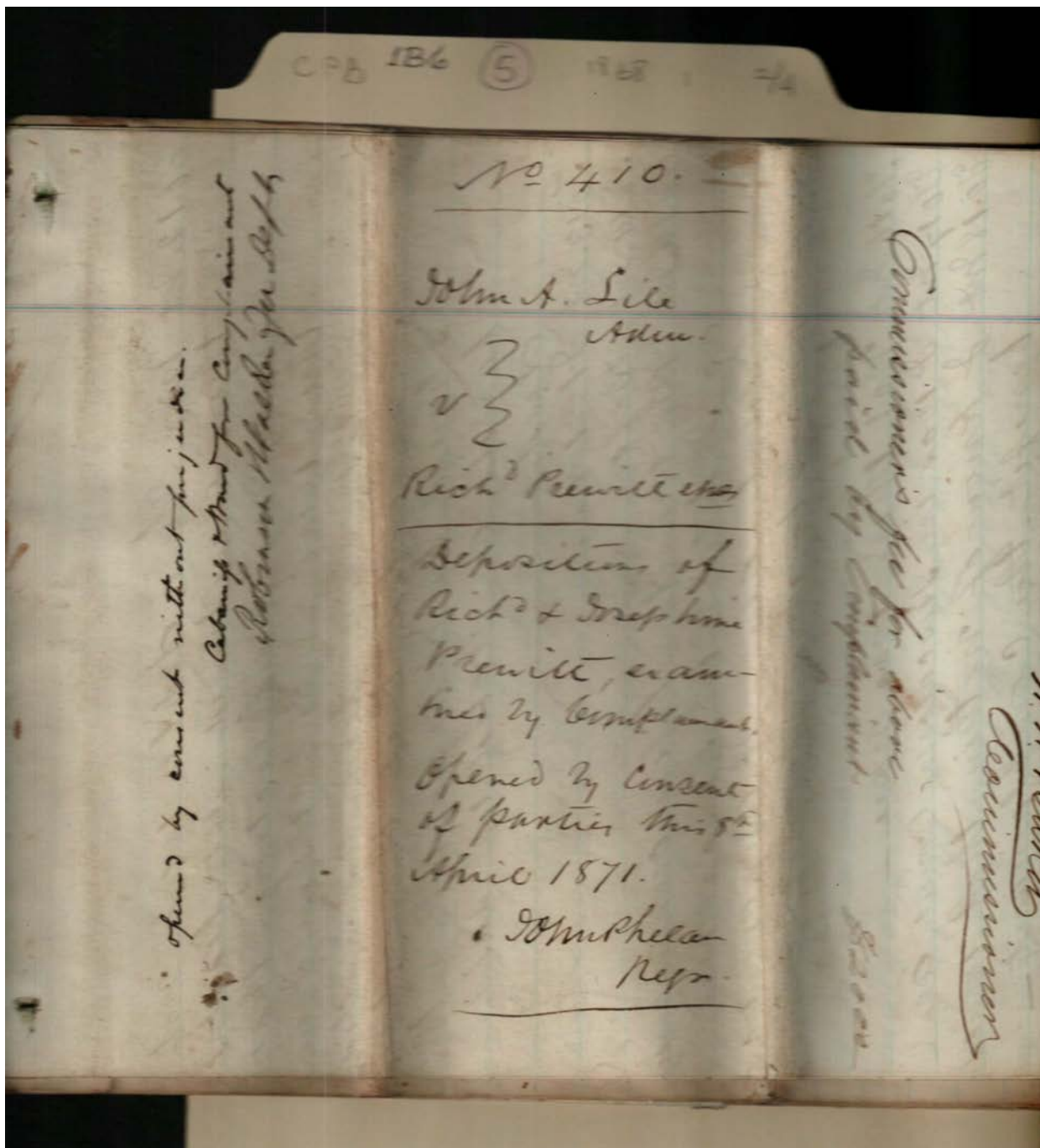
Tanner, William P.

Types:

estate

Dates:

May 29, 1868



Names:

Cabaniss, .
Lile, John A.

Phelan, John
Prewitt, Josephine

Prewitt, Richard
Robinson,

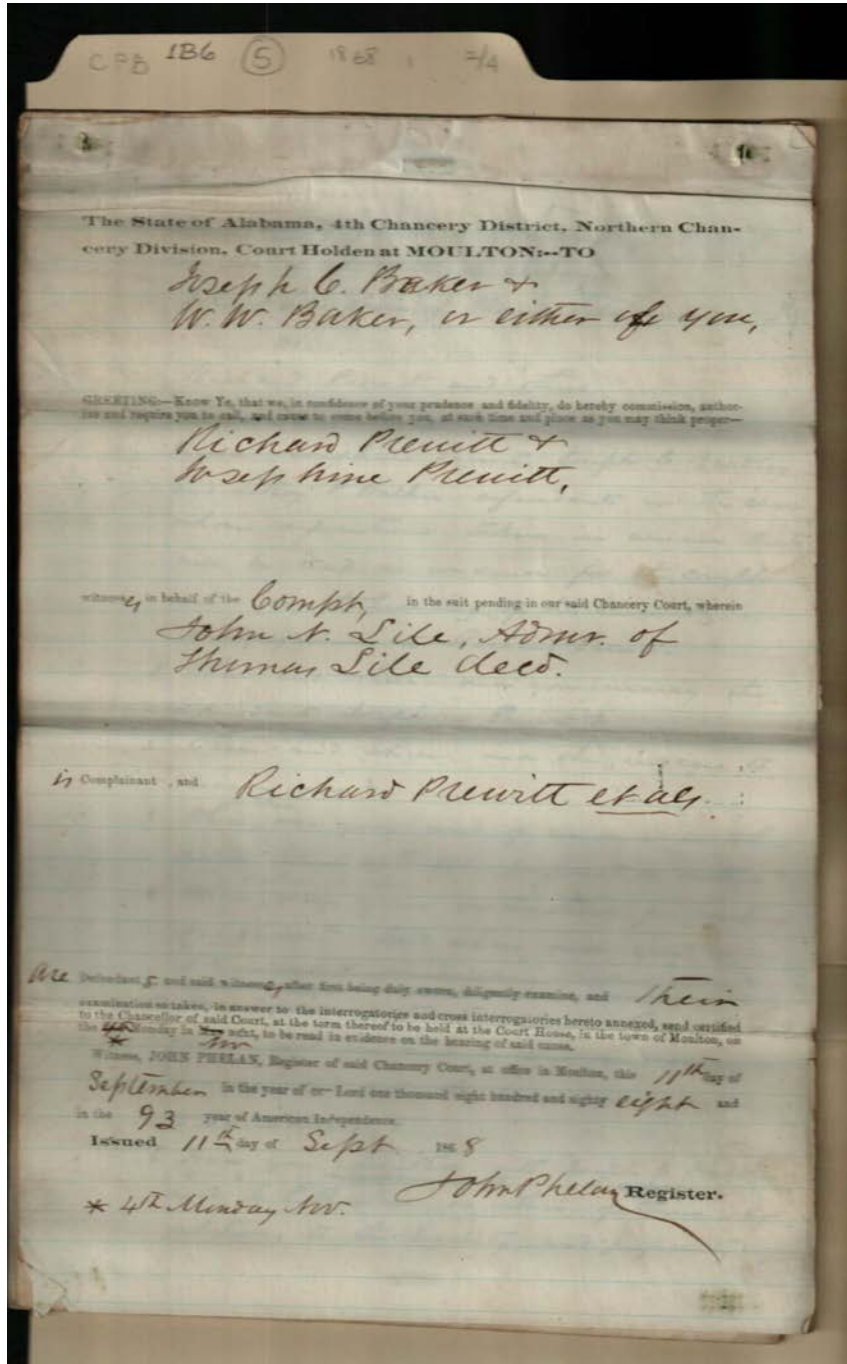
Walden,
Ward,

Types:

estate

Dates:

Apr 08, 1871



Prewitt bankruptcy

Names:

Baker, Joseph C.
Baker, W. W.

Lile, John A.
Lile, Thomas

Phelan, John
Prewitt, Josephine

Prewitt, Richard

Places:

Moulton, AL

Types:

deposition

Dates:

Sep 11, 1868

CPB 1B6 (5) 1868 1 2/4

of such a deed before the interview in which you gave instructions for writing the deed?

7 Did you first propose marriage without the settlement to the said Josephine? or did you offer the settlement when you proposed the marriage?

8 Give a detailed history of the negotiation between yourself and the said Josephine that resulted in the contract that she should marry you and you should settle property on her - stating each proposition made and the answer to it - what each one said about the property to be settled and the order in which it was said?

9 Was it expressly agreed between you at the time of entering into the engagement what particular property should be settled on her? ~~What property should be settled on her? What should be settled on her?~~

10 Was it then expressly agreed that all the lands conveyed to her in your said deed of April 27th 1866 should be settled on her? And if so - was the lands mentioned or described as sections and parts of sections or as plantations places or tracts?

11 Was it then expressly agreed between you that the identical personal property

Prewitt bankruptcy

Names:

,Josephine

Types:

deposition

conveyed in your said deed viz: 10 mules,
 2 horses, 3 horse colts, 8 oxen, 10 cows, 10 calves
 30 hogs, 15 plows, 15 sets plantation gear, 4 planta-
 tion wagons, 3 beds and bedsheads, and 35000 lbs
 land cotton, should be settled on her?

12 Was it then expressly agreed, as stated
 in your said deed, that the payment
 of your debts to Bradley Wilson & Co and
 to Walker Brickell and Lewis should be
 charged upon the lands to be conveyed
 to her? ~~by the said deed or otherwise?~~

13 Was your said deed ever delivered to her?
~~to her by the said deed?~~

14 Was it delivered to her before or after your
 marriage? ~~by the said deed or otherwise?~~

15 When where and in whose presence was
 your said deed delivered to the said deph-
 endant?

16 Was the agreement between you referred
 to writing at the time of your engagement
 or any written memorandum of the property
 to be settled on her, made at the time? ~~or
 by the said deed or otherwise?~~

17 For the cost of the price you paid or
 promised to pay, the lot of property val-
 uation and the market value at the
 date of your said deed, of the different
 plantations, plows, tracts or parcels of
 land conveyed thereby? Also the value of
 the several items of personal property conveyed.

CPB 1B6 (5) 1168 1 2/4

Prewitt bankruptcy

Names:

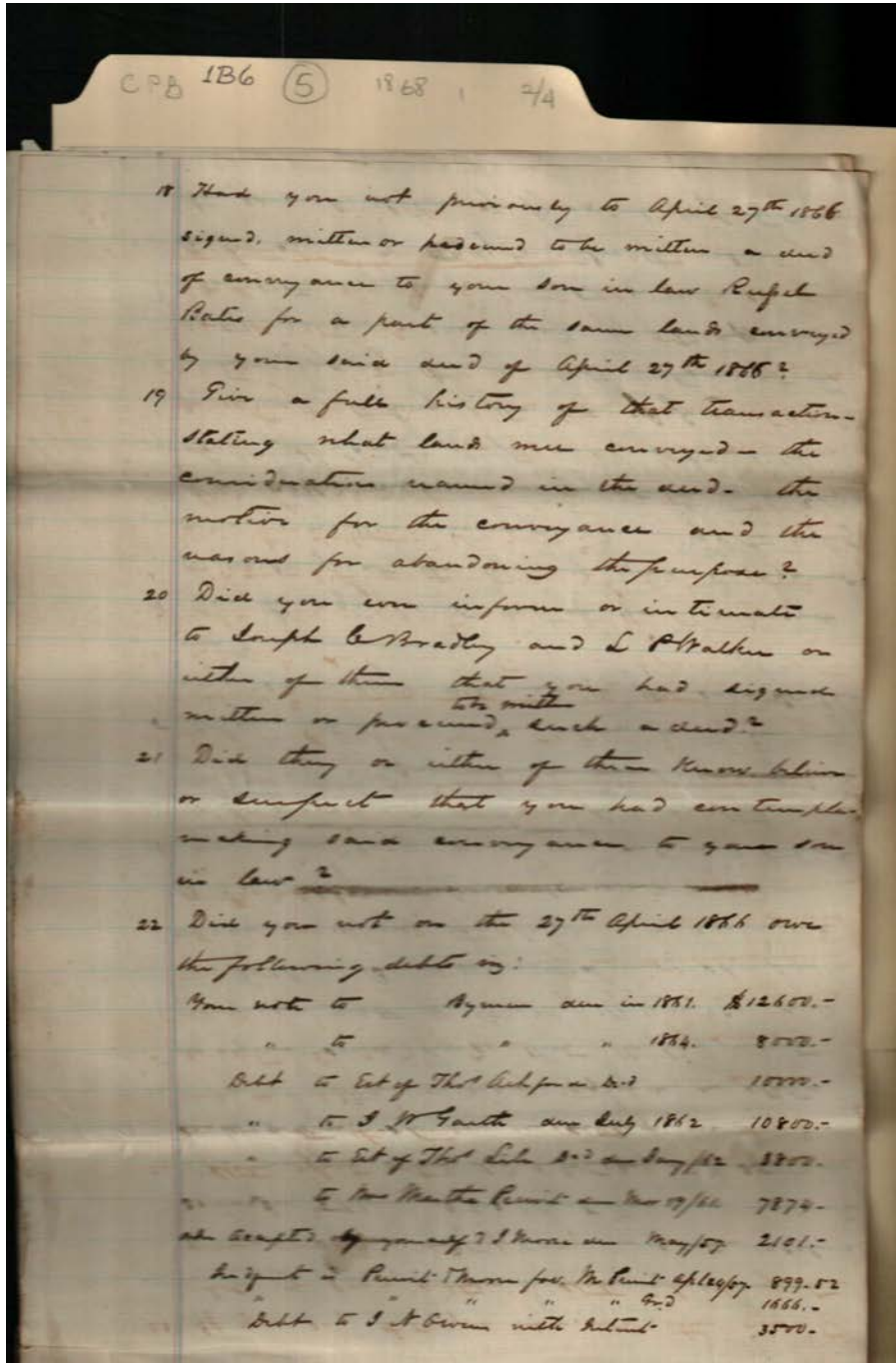
Bradley,
Brickell,

Lewis,
Walker,

Wilson,

Types:

deposition



Prewitt bankruptcy

Names:

Ashford, Thomas P.
 Bates, Russel
 Bradley, Joseph C.

Garth, J. W.
 Lile, Thomas
 Moore, T. J.

Owens, J. N.
 Prewitt, Martha, Mrs.
 Walker, L. P.

Types:

deposition

23 If you say that you did not then own the whole of said debt - state which of them you owned? And if any in part - how much? & whether you set off said amounts claimed by the several parties against you - how? by bill, note or check?

24 State what other legal liabilities you were under at the time, including joint debt and liabilities as security or endorser?

25 Did not see ...

* Do And state whether you have seen these interlocking way copies of them before they had respectively been prepared to go by the court officers to be executed? & whether you have not conversed with Josephine Prewitt, LeRoy Prewitt, Joseph C. Bradley, Robert C. Brickell & David P. Lewis or either of them touching the same or the answers or engagements to Josephine Prewitt.

- 1 When and where was you married the defendant Richard Prewitt?
- 2 When and where did you engage to marry him?
- 3 Where did you reside at the time of your engagement to marry him? And how long had you resided there?
- 4 Had you at the time of your said engagement ever been in Franklin and Lawrence counties? And if so - how long since?
- 5 Had you at the time of your said engagement ever been on any of the plantations places or tracts of land in said counties of Franklin and Lawrence conveyed to you

CPB 1B6 (5) 1868 1 2/4

Prewitt bankruptcy

Names:

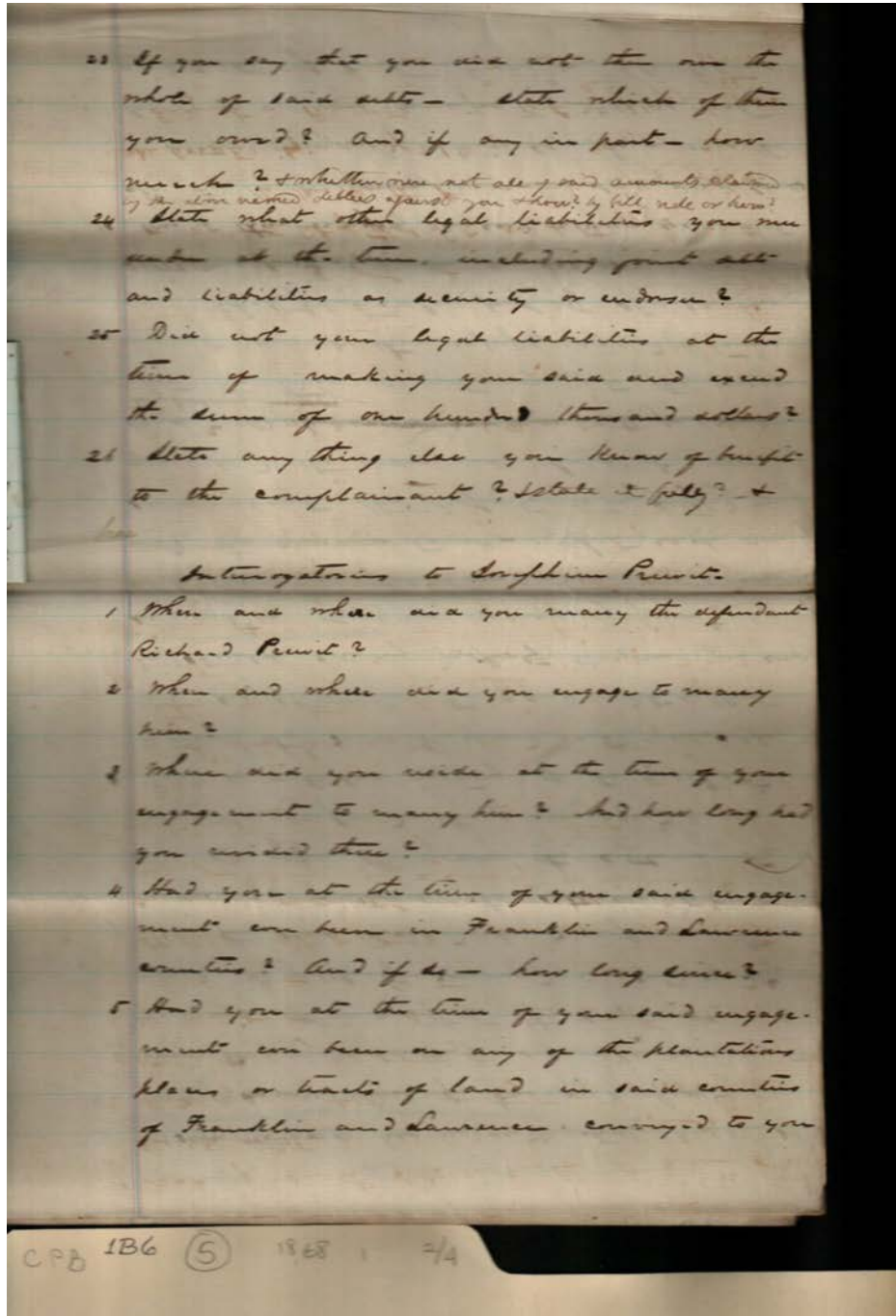
Bradley, Joseph C.
Brickell, Robert C.

Lewis, David P.
Prewitt, Josephine

Prewitt, Richard
Walker, LeRoy P.

Types:

deposition



Prewitt bankruptcy

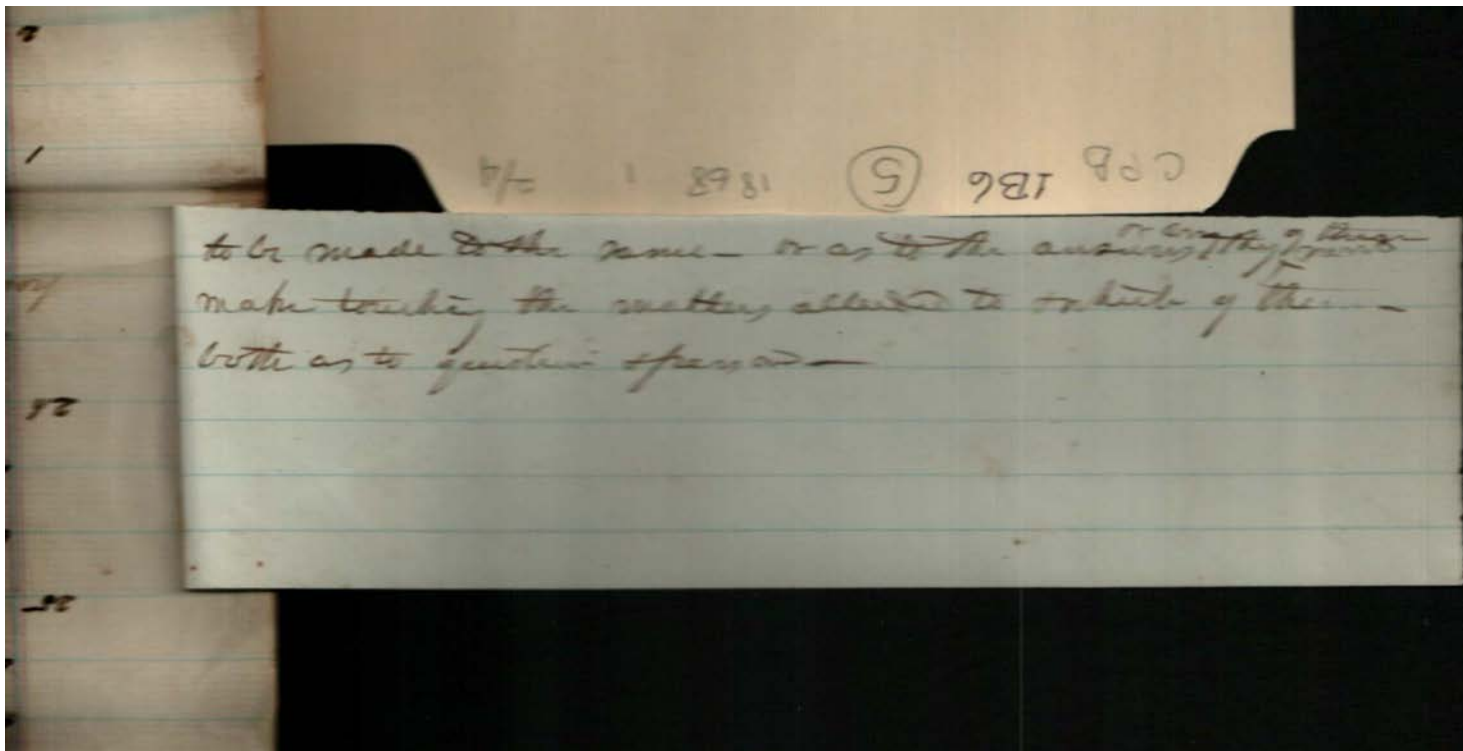
Names:

Prewitt, Josephine

Prewitt, Richard

Types:

interrogatory



Types:

scrap

C 186 1868 5 2/4

by said Richard in his said date April 27th 1868
And if so - ^{or} which of them and when?

6 How long previous to your said engagement
had you known that the said Richard
owned the property conveyed in said deed?

7 Did the said Richard first propose the
marriage without the settlement? or
did he offer to make the settlement
when he proposed the marriage?

8 Give a detailed history of the negotiation
between the said Richard and yourself
that resulted in the agreement that
he should convey property to you in con-
sideration of your marrying him?
State each proposition that was made
and the answer to it - what each one
said about the property to be settled on
you, and the order in which it was
said? ~~and what was the nature of the property~~
~~the property to be settled~~

9 At the time of entering into the engage-
ment, was it then expressly agreed between
you, what particular property should be
settled upon you?

10 Was it then expressly agreed between you that
all the land conveyed in the said deed should
be settled on you? And if so - how was the
land described or mentioned - as sections
and parts of sections? or as plantations

Prewitt bankruptcy

Names:

Prewitt, Richard

Types:

interrogatory

plans or tract?

11 Was it then expressly agreed between you that the identical personal property enumerated in said deed, viz: 10 mules, 2 horses, 2 cows, 2 pigs, 10 ewes, 10 calves, 2 pigs, 15 plows, 15 pairs of plantation gear, 4 plantation wagons, 3 beds and bedsteads and \$5000 lbs seed cotton, should be settled on you?

12 Was it then expressly agreed between you as stated in said deed, that the payment of said Richards' debts to Bradley Wilson and Walker Brickell and Lewis should be charged upon the lands to be conveyed to you? ~~if so by what authority?~~

13 Was said deed ever delivered into your hands? ~~if so by whom?~~

14 Was it delivered to you before or after your marriage?

15 When where and in what presence was it delivered to you?

16 Was the agreement between you at the time of your engagement reduced to writing? or any other memorandum of the property to be settled on you made at the time? if so what is a copy of that you answer?

17 Where were you on the 27th April 1868?

18 State any thing else you know of benefit to the complainant?

C9B IB6 (5) 1868 1 2/4

Prewitt bankruptcy

Names:

Bradley,
Brickell,

Lewis,
Prewitt, Richard

Walker,
Wilson,

Types:

interrogatory

Interrogatories to Joseph C. Bradley and LeRoy P. Walker.

- 1 Did the defendant Richard Prewitt ever consult with ^{you or} either of you about settling property on a future wife, before the interview when he gave instructions for writing his deed of conveyance to the defendant Josephine Prewitt about April 27th 1868?
- 2 Did either of you know believe or suspect that any part of his purpose in executing said deed was to hinder delay or defraud any of his creditors? or to provide for himself and children? And if so - why?
- 3 Did either of you know believe or suspect that he had previously signed, written or procured to be written a conveyance of any funds to his son in law Rufus Bates? And if so - did you or either of you express an opinion to him or to each other as to the validity of such deed?
- 4 State ^{any} ~~any~~ thing else you know of benefit to the complainant?

The complainant nominates Isaac Dill and Robert H. Wilson of Madison County Alabama and William W. Baker and Joseph C. Baker of Lawrence County Alabama as commissioners with power in either to take their depositions.

Cooper, Rath, Cabaniss & Ward
Sols for Complainant

CPB 1B6 (5) 1868 1 2/4

Prewitt bankruptcy

Names:

Baker, Joseph C.
Baker, William W.
Bates, Russel
Bradley, Joseph C.

Cabiniss, .
Cooper,
Dill, Isaiah
Prewitt, Josephine

Prewitt, Richard
Roth,
Walker, LeRoy P.
Ward,

Wilson, Robert H.

Types:

interrogatory

1868.
Mr. J. Lee ad.
Richard Prewitt's
Answer
Richard Prewitt
Josephine Prewitt
In Bankruptcy
L. P. Walker

Recd copy of notice
August 27, 1868
Walker, Brickell & Lewis
Sole for Prewitt

Filed for May
Office for Miss
1868. Richard Prewitt
1868.

Richard Prewitt's Answer

No 1st int On the 6th of May 1866 I man-
aged the said Josephine in the
Calhoun County Ala -

No 2nd int About the first of April 1866
in said County -

No 3rd int It was written at Huntsville
Alabama and dated the day
of its completion -

No 4th int Some ten days or two weeks
before said deed was written
my instructions were given to
Messrs Walker, Brickell & Lewis
of Huntsville Alabama to prepare
it; and it was signed by me
at Huntsville on the 27th
April 1866 -

No 5th int My instructions were given
at one visit; and the deed
signed at another visit to
Huntsville -

No 6th int I never consulted with Joseph
C. Bradley on that subject
at any time - I had consul-
ted with the firm of Walker
Brickell & Lewis, and more
particularly with L. P. Walker
before said instructions were
given; and probably at a

Prewitt bankruptcy

Names:

,Josephine
Bradley, Joseph C.

Brickell,
Lewis,

Prewitt, Richard
Walker,

Walker, L. P.

Types:

deposition

CPB 186 (5) 1868 74

visit, other than the one during which said instructions were given -

To 7. Int I first proposed marriage to the said Josephine, without proposing any settlement, she rejected me. I then proposed marriage with a settlement, and she accepted me -

To 8. Int The negotiations of marriage between us has no "detailed history". In renewing my proposition of marriage, I accompanied it with a proposition to settle property upon her, and she accepted me. What each said, and the order in which it was said I can not remember state for I do not remember

To 9. Int It was not expressly agreed at that time, what particular property should be settled upon her, but it was agreed that a deed of settlement should be drawn up; respondent stating that the settlement should

Prewitt bankruptcy

Names:

,Josephine

Types:

deposition

be large, and it was to be subject to her approval -

Do 10 Int There was at that time no particular designation of any specified lands; but it was stated and stipulated, that a large quantity of land and some personal property should be conveyed. There was then no designation of the lands, by sections or parts of sections: but I stated that I would convey from 8 to 10 thousand acres of land composing the plantations -

Do 11 Int The personal property was not named as stated in the interrogatory; but it was stipulated and agreed, that I should convey personal property, of the character mentioned in said interrogatory, and the same was conveyed in said deed -

Do 12 Int There was no such agreement at that time; but she assented to it before our marriage, and when said deed was delivered to her -

CPB 1B6 (5) 1868 7/4

Prewitt bankruptcy

Types:

deposition

To 13 Int It was -
To 14 Int Before our marriage and on
the day thereof -
To 15 Int On the day of our marriage
in Tuscaloosa County, but no
one was present -
To 16 Int The said agreement was
not reduced to writing; nor
was any memorandum ^{there}
of made -
To 17 Int The lands settled on Mrs
Prewitt cost in the aggre-
gate about \$3,000. The mar-
ket value of these lands -
when ~~the~~ said deed
was made, was not more
than \$4,000. What they
are assessed at I do not
know. The 10 mules were
worth \$100 each. The 2
horses were worth \$50 each;
The three cows were worth \$30 each;
Eight oxen were worth \$7 each;
Ten cows with calves were worth
\$12 each. 30 hogs were worth \$10
each; 15 plows \$3 each - 15 plow gear
\$2 for gear; 4 wagons \$25 each - 3
steers \$20 each - 35,000 pounds seed
cotton, was worth about \$1,000.

COP 1B6 (5) 1868 1 2/4

Prewitt bankruptcy

Names:

Prewitt, Mrs.

Types:

deposition

Richard Prewitt's Answer Cont

To 18. Int Previous to April 27. 1866. I did sign a deed which conveyed a part of said lands to said Bate, but the contract was rescinded.

To 19. Int I cannot now describe the lands, except they lay on Wolf Creek, and also was a part of the Ashford place. The motive for said deed was to pay a debt to said Bate, and it was rescinded because said Bate preferred other land.

To 20. Int I have no recollection of ever saying anything to said Bradley on the subject. Nor did I ever mention it to said Walker, so far as I recollect until very recently: - since the filing of complainants bill -

To 21. Int I have no idea that either of them did.

To 22. Int On the 27th April 1866 I owed the specified debts to said Bynum; I also owed estate of Thomas Ashford, but not as much as \$10,000⁰⁰. I cannot however state the sum; for -

CPB 1B6 (5) 1868 1 2/4

Prewitt bankruptcy

Names:

Bates,
Bradley,

Bynum,
Jesse,

Prewitt, Richard
Walker,

Types:

deposition

W. Garth claims of me as suggested, but I deny any liability. I owed Thomas Lile as stated; I owed Mrs Martha Prewitt, but the amount is I believe ~~greatly~~ overstated in this interrogatory. I deny owing Mrs Prewitt any sum under a decree, or that she has any legal claim against me; This matter is in dispute between us. I believe J. N. Owen claims said sum mentioned; but it is for negroes purchased -

Dec 3. Int I have answered this interrogatory in my preceding answer.

Dec 4. Int I was surety for Frank Bates for about \$3000. I owed Bradley, Wilson & Co about \$17,000 Dollars. I don't remember any other liabilities -

Dec 5. Int I cannot state what my legal liabilities were, for that is already stated. I have no memorandum by which to refer my recollection; and they are as fully stated in my preceding answers as I can recollect them -

CPB 1B6 (5) 1868 1 2/4

Prewitt bankruptcy

Names:

Bates, Frank
Bradley,

Garth, Jesse W.
Lile, Thomas

Owens, J. N.
Prewitt, Martha, Mrs.

Wilson,

Types:

deposition

Nov 26th I know of nothing that I
can state of benefit to the
complainant -
I have seen all these interro-
gatories before they were pro-
pounded to me by the Com-
missioner, and I have fully
and freely conferred with
my attorneys Walker, Brickell
& Lewis with reference to them,
and the matters inquired af-
ter; and what my answers
would be to each and all of
them, but I have said no-
thing to either of them, nor
has either of them said
anything to me, about what
their answers would be to any
or all of said interrogatories.
I have also talked over all
the matters about which I am
asked, fully and particularly,
and often with my wife, and
she knows substantially what my
answers would be, and I know
what her answers would be.
I have never mentioned to
Bradley, nor has he to me.

*3 copies read, subscribed
before me this 10th 1868
W. W. Baker
Comr*

Richard Prewitt

COD 1B6 (5) 1868 74

Prewitt bankruptcy

Names:

Baker, W. W.
Brickell,

Lewis,
Prewitt, Richard

Walker,

Types:

deposition

Dates:

Nov 10, 1868

Mrs Prewitt's Answer.

To 1st Int I married Mr Prewitt in
Tuscaloosa County, May 6, 1866

To 2nd Int In March or about 1st April
1866 in Tuscaloosa County, Ala.

To 3rd Int I was residing in Tuscaloosa County
Ala; when I had resided all my
life -

To 4th Int No - I never had -

To 5th Int No - I never had -

To 6th Int Only a short time before and
this knowledge came to me
I may say to a part of our
engagement -

To 7th Int He first proposed to marry
me without any proposition
of a settlement: I discarded
him - He afterwards proposed
marriage with a settlement -

To 8th Int Mr Prewitt proposed if I
would consent to marry him to
settle on me a separate estate
in lands with some personal
property - He said he would
settle on me some eight thou-
sand acres of land; but he
did not describe it par-
ticularly or generally, except
to say that it was in Frank-
lin & Lawrence counties, Alabama

CPB 1B6 (5) 1868 1 2/4

Prewitt bankruptcy

Names:

Prewitt, Mr.

Prewitt, Mrs.

Types:

deposition

W. Garth claims of me as
and consisted of plantations
owned by him. Nor did he
particulars describe the per-
sonal property, except to state
its character, which he did.
This was the substance of his
proposition; and I consented
to marry him if this proposi-
tion was substantially performed
by him. Beyond this there was
no special details, that I can
now recall: and this is the
substance of what each one
said as I am now able to
remember it.
To 9. Int. Beyond what I have said in
preceding answer to 8th Inter-
rogatory, the proposition had
no particulars.
To 10. Int. This question is fully answered
in my reply to 8th Interroga-
tory, which I refer to and
make my answer to this In-
terrogatory.
To 11. Int. It was not. I have fully
stated as much as I can
now remember it; what
was then said as to the per-
sonal property.

CPB 1B6 (5) 1868 1 2/4

Prewitt bankruptcy

Names:

Garth, W.

Types:

deposition

To 12 Int No - These debts were not then mentioned; - at least I have no recollection that they were; - But when I accepted said deed, as I did, I consented that these debts should be charged upon the lands, as stated in said deed -

To 13. Int It was -

To 14. Int Before -

To 15. Int On the day before our marriage as I believe in Tuscaloosa County Ala - If any one was witness to it, I do not remember it -

To 16 Int No! there was none -

To 17 Int I was in Tuscaloosa County Ala -

To 18 Int I know of nothing that would benefit the complainant -

Sworn & submitted before me
 NOV 10 1868
 W. W. Baker
 Comr

Josephine Prewitt.

The State of Alabama } By virtue of the annexed
 Lawrence County } Commission to me directed
 from John Phelan Register
 in Chancery at Moulton Alabama. I called
 and caused to come before me at the residence
 of Richard Prewitt in said county, Richard
 Prewitt and Josephine Prewitt, who, having

CPB 1B6 (5) 1868 1 74

Prewitt bankruptcy

Names:

Baker, W. W.

Phelan, John

Prewitt, Josephine

Prewitt, Richard

Places:

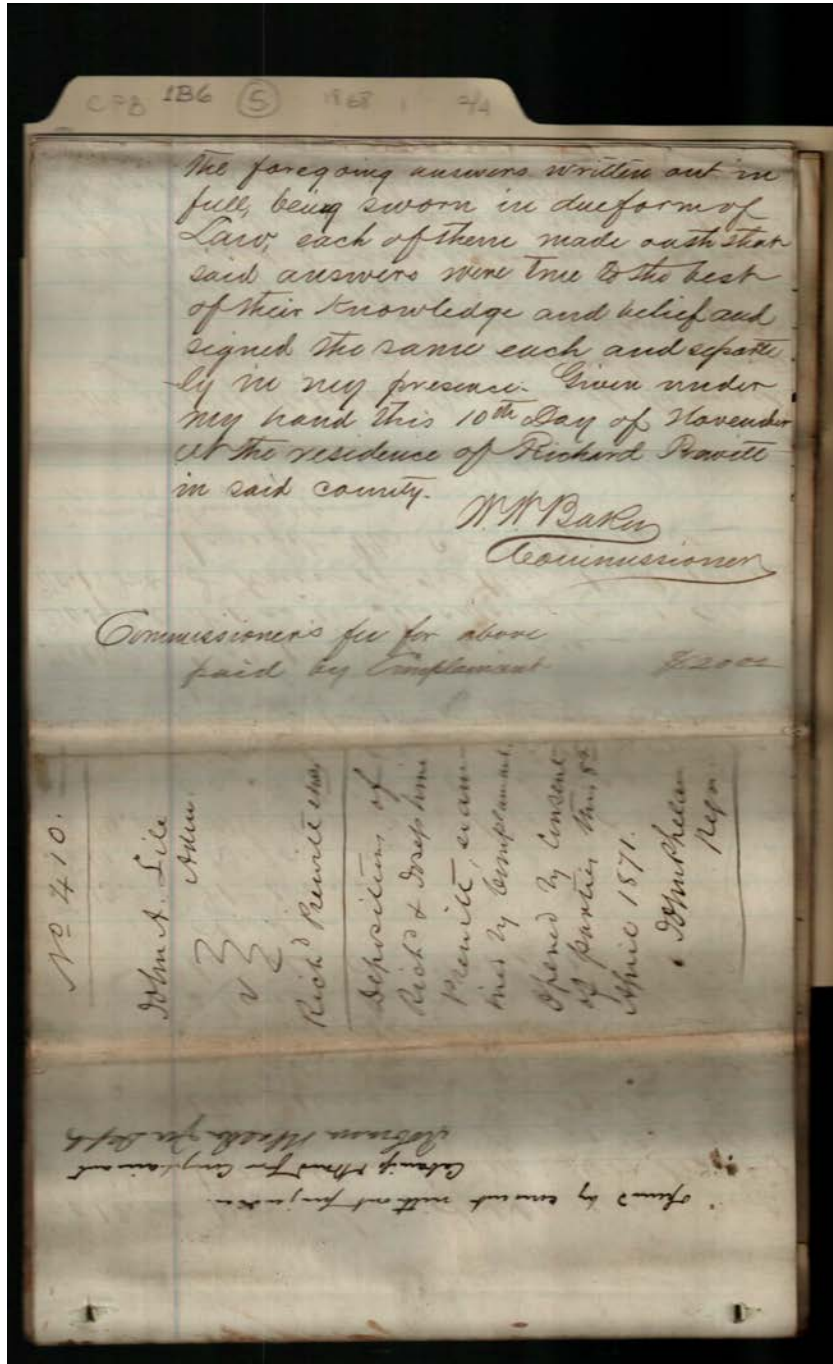
Lawrence County, AL

Types:

deposition

Dates:

Nov 10, 1868



Prewitt bankruptcy

Names:

Baker, W. W.
Lile, John A.

Phelan, John
Prewitt, Josephine

Prewitt, Richard
Rich,

Walker, Robinson

Places:

Lawrence County, AL

Types:

deposition

Dates:

Nov 10, 1868

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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.

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