

**Names:**

Shelly & Wily Combs

Townsend, Samuel

**Types:**

memo

GFB      ②      1856

1856; Mr. Saml. Townsend & Co. Shelly & Wily Combs		
July 15	To Mr. Wm. George	
July 25	To Mr. Wm. George (New place)	3.50
28	To Mr. Wm. George (New place)	3.50
Aug 1	To Mr. Wm. George (New place)	3.50
3	To Mr. Wm. George (New place)	3.50
7	To Mr. Wm. George (New place)	3.50
July 19	To Mr. Wm. George (New place)	3.50
"	To Mr. Wm. George (New place)	2.00
Aug 28	To Mr. Wm. George (New place)	4.50
9	To Mr. Wm. George (New place)	4.50
10	To Mr. Wm. George (New place)	4.50
"	To Mr. Wm. George (New place)	1.00
"	To Mr. Wm. George (New place)	4.50
11	To Mr. Wm. George (New place)	4.50
"	To Mr. Wm. George (New place)	4.50
12	To Mr. Wm. George (New place)	4.50
"	To Mr. Wm. George (New place)	4.50
"	To Mr. Wm. George (New place)	2.00
14	To Mr. Wm. George (New place)	4.50
16	To Mr. Wm. George (New place)	3.50
"	To Mr. Wm. George (New place)	6.00
"	To Mr. Wm. George (New place)	1.20
Oct 25	To Mr. Wm. George (New place)	4.50
26	To Mr. Wm. George (New place)	4.50
"	To Mr. Wm. George (New place)	4.50
27	To Mr. Wm. George (New place)	4.50
28	To Mr. Wm. George (New place)	4.50
"	To Mr. Wm. George (New place)	2.50
"	To Mr. Wm. George (New place)	1.00
"	To Mr. Wm. George (New place)	2.50
"	To Mr. Wm. George (New place)	1.00
29	To Mr. Wm. George (New place)	4.50
"	To Mr. Wm. George (New place)	3.50
30	To Mr. Wm. George (New place)	4.50
"	To Mr. Wm. George (New place)	2.50
31	To Mr. Wm. George (New place)	4.50
"	To Mr. Wm. George (New place)	1.00
"	To Mr. Wm. George (New place)	2.50
		35.50
		25.20

**Names:**

Shelly & Wily Combs

Townsend, Samuel

**Types:**

account

**Dates:**

1856

G#B      ②      1856

	Amount	1856	1856
1	12 Shes Lane (Main Place)	6.00	
2	" " " " " "	6.00	
3	" " " " " "	6.00	
4	" " " " " "	6.00	
6	" " " " " "	6.00	
7	" " " " " "	6.50	
8	" " " " " "	6.50	
10	" " " " " "	6.50	
12	" (from Mrs. Parke) " "	3.50	
	Per Kelly	1.00	
20	to Mrs. Parke Kelly (Main Place)	6.00	
	" " " " " "	1.00	
27	" " " " " "	6.00	
28	" " " " " "	4.00	179.20
	Per Mrs. Parke	1.00	
	Per Mrs. Parke	1.00	
20	to Mrs. Parke Kelly (Main Place)	6.00	
	" " " " " "	2.00	
	Per Kelly	1.00	
	Per Kelly	1.00	
27	to Mrs. Parke Kelly " "	6.00	
	Per Mrs. Parke	1.00	
28	to Mrs. Parke Kelly (Main Place)	3.00	
	" " " " " "	1.00	
	Per Mrs. Parke Kelly	3.00	
	Per Mrs. Parke Kelly	1.00	
28	to Mrs. Parke Kelly (Main Place)	4.00	
	Per Mrs. Parke Kelly	1.00	
29	to Mrs. Parke Kelly	6.00	
	Per Mrs. Parke Kelly	3.50	
	Per Kelly	1.00	
	Per Mrs. Parke Kelly (Main Place)	1.00	
30	to Mrs. Parke Kelly (Main Place)	6.00	50.00
			329.20

Types:  
account

Dates:  
1856

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 4, Folder 2

Legal and court documents, 1856

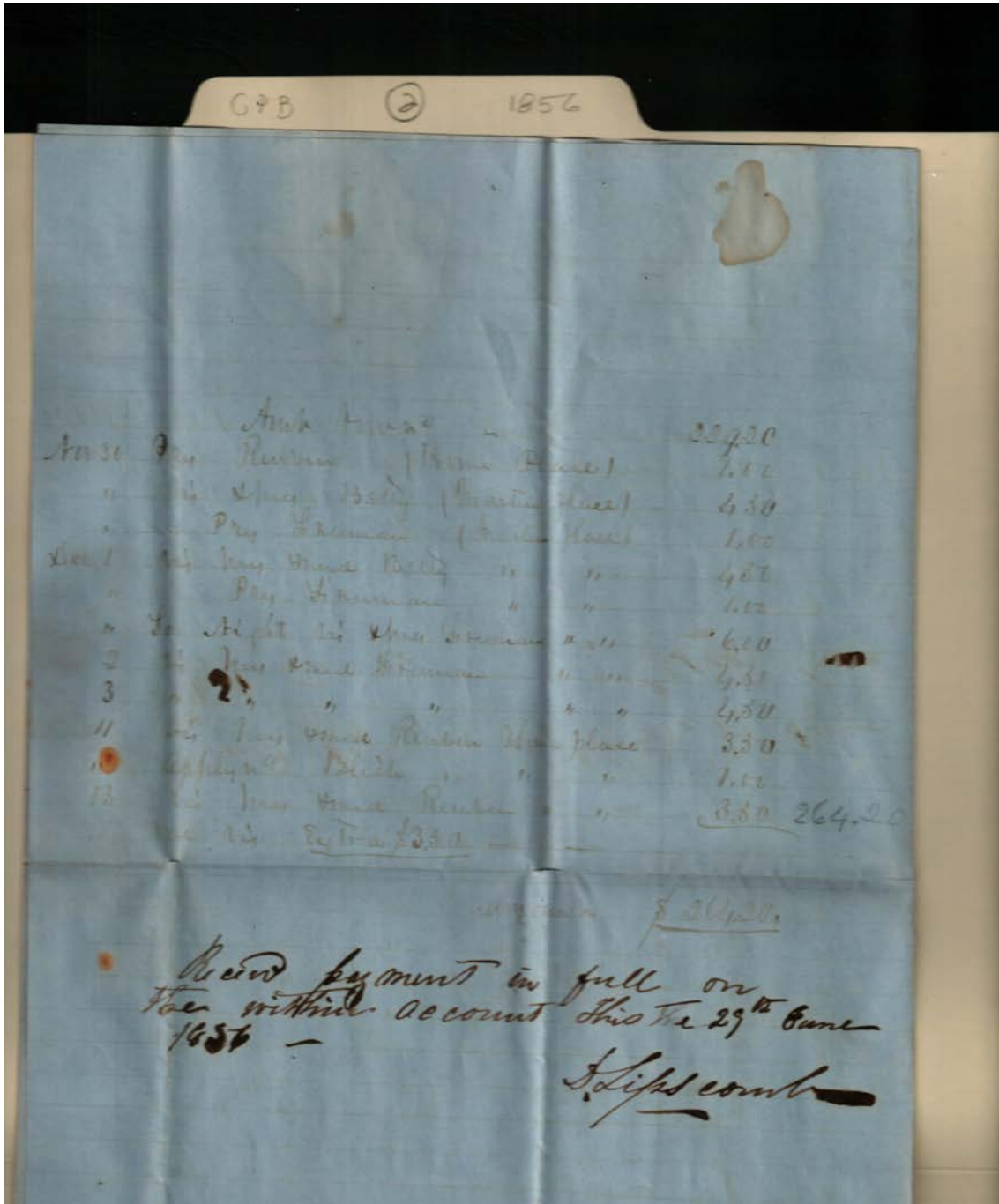
Image 4 r01b04-02-000-0082 [Contents](#) [Index](#) [About](#)

C#B      ②      1856

			1856	1856
	1	to Mrs. [unclear] (Harris Place)	4.00	
	2	" " " " " "	4.00	
	3	" " " " " "	4.00	
	4	" " " " " "	4.00	
	6	" " " " " "	4.00	
	7	" " " " " "	6.50	
	8	" " " " " "	6.50	
	10	" " " " " "	6.50	
	11	" (from Mrs. [unclear])	2.50	
27.00		to Mrs. [unclear]	4.00	
	12	to Mrs. [unclear]	4.00	
	13	" " " " " "	4.00	
	14	" " " " " "	4.00	
	15	" " " " " "	4.00	
	16	" " " " " "	4.00	179.20
	17	" " " " " "	4.00	
	18	" " " " " "	4.00	
	19	" " " " " "	4.00	
	20	" " " " " "	4.00	
	21	" " " " " "	4.00	
38.70		to Mrs. [unclear]	4.00	
	22	" " " " " "	4.00	
	23	" " " " " "	4.00	
	24	" " " " " "	4.00	
	25	" " " " " "	4.00	
	26	" " " " " "	4.00	
	27	" " " " " "	4.00	
	28	" " " " " "	4.00	
	29	" " " " " "	4.00	
	30	" " " " " "	4.00	
	31	" " " " " "	4.00	
	32	" " " " " "	4.00	
	33	" " " " " "	4.00	
	34	" " " " " "	4.00	
	35	" " " " " "	4.00	
	36	" " " " " "	4.00	
	37	" " " " " "	4.00	
	38	" " " " " "	4.00	
	39	" " " " " "	4.00	
	40	" " " " " "	4.00	
	41	" " " " " "	4.00	
	42	" " " " " "	4.00	
	43	" " " " " "	4.00	
	44	" " " " " "	4.00	
	45	" " " " " "	4.00	
	46	" " " " " "	4.00	
	47	" " " " " "	4.00	
	48	" " " " " "	4.00	
	49	" " " " " "	4.00	
	50	" " " " " "	4.00	
35.50		to Mrs. [unclear] (Harris Place)	4.00	50.00
25.20				226.20

Types:  
account

Dates:  
1856



**Names:**

Lipscomb, D.

**Types:**

receipt

**Dates:**

June 29, 1856

GFB      ②      1856

I do not know how long it will take you  
to reply to me but I will not wait for it  
any longer than the language of the subject  
most of you's faith in the law of the  
country & the very language of the law  
will require I might say that by your clients  
(who they are I do not know) - I may think it  
I prefer to let their arms and counsel be opposite  
to their own the labor of the field in a  
consideration or they may not - I am unwilling to hazard  
the result with strangers - If they wish to take an  
advantage of me I wish to know it - that you or  
Mr. Towns would do so I have not the most distant  
opinion - on the contrary I believe you both would  
be willing in your individual capacity to do as you  
should wish to be done by and in the premises you both  
would act conscientiously & uprightly - such may or  
may not be the case with your clients - all my life  
or nearly so has hitherto been with those I confided in  
to you must excuse me if I am somewhat what of a  
scathful - I repeat & insist on it being my determination  
before I spend the first dollar in repairs on the sickly house  
to accept a compromise on the terms of Mr. Towns' decision  
or no decision - The reason I did not do so was the  
difficulty of getting these interests with me - I did not  
suppose the law on that point would be determined so soon  
- You will therefore see the influence of the immaturity  
of the law on this - I will therefore await Mr.  
Towns' final decision in the premises, acting you insist  
you for having given you so much trouble -  
Yours truly,  
B. Merrill

**Names:**

Cabaniss, S. D.

Merrill, B.

Towns, Mr.

**Places:**

Tuscumbia, AL

**Types:**

correspondence

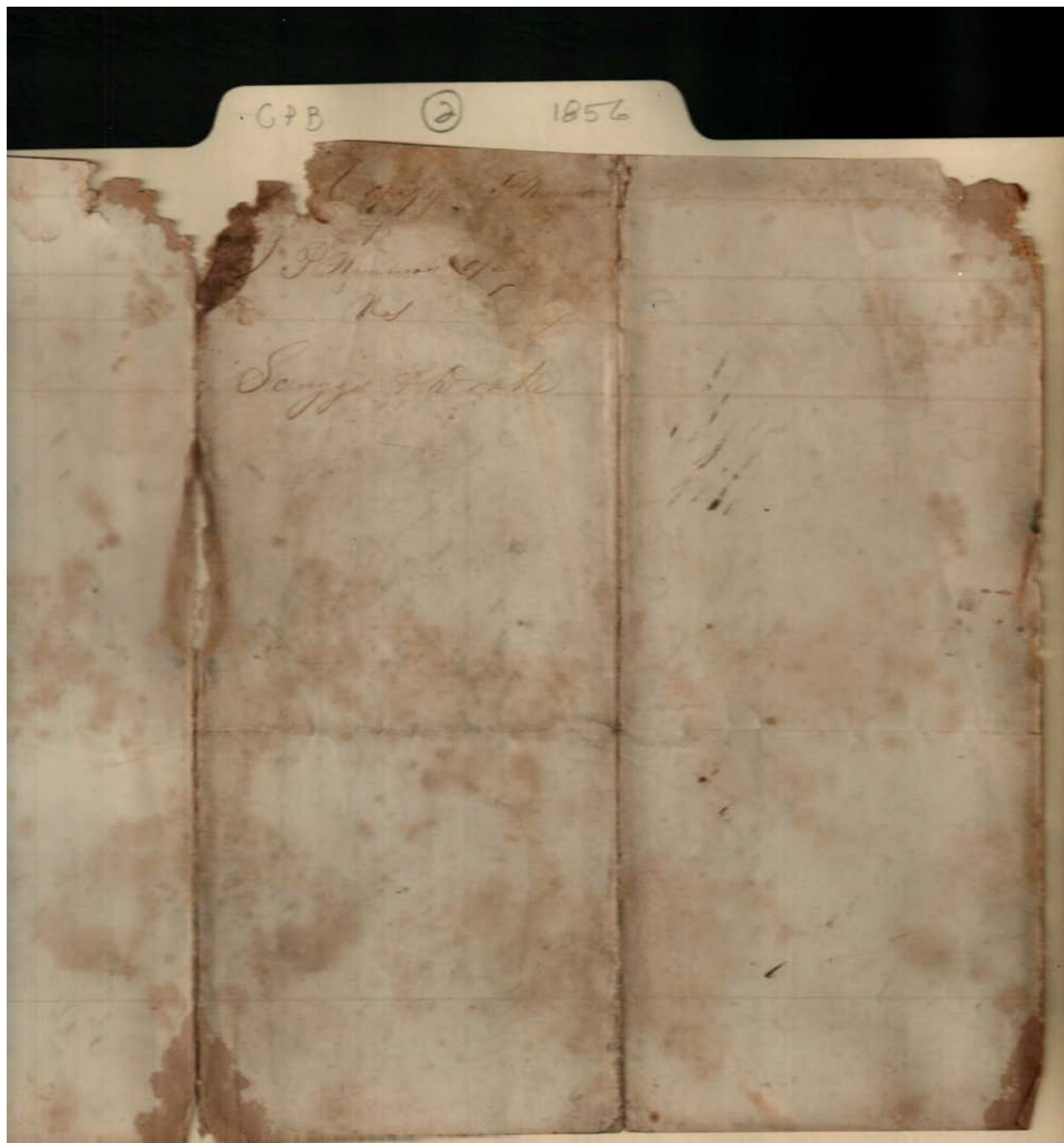
**Dates:**

February 5, 1856

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 4, Folder 2

Legal and court documents, 1856

Image 7 r01b04-02-000-0085 [Contents](#) [Index](#) [About](#)



**Names:**

Nimmo, J. P.

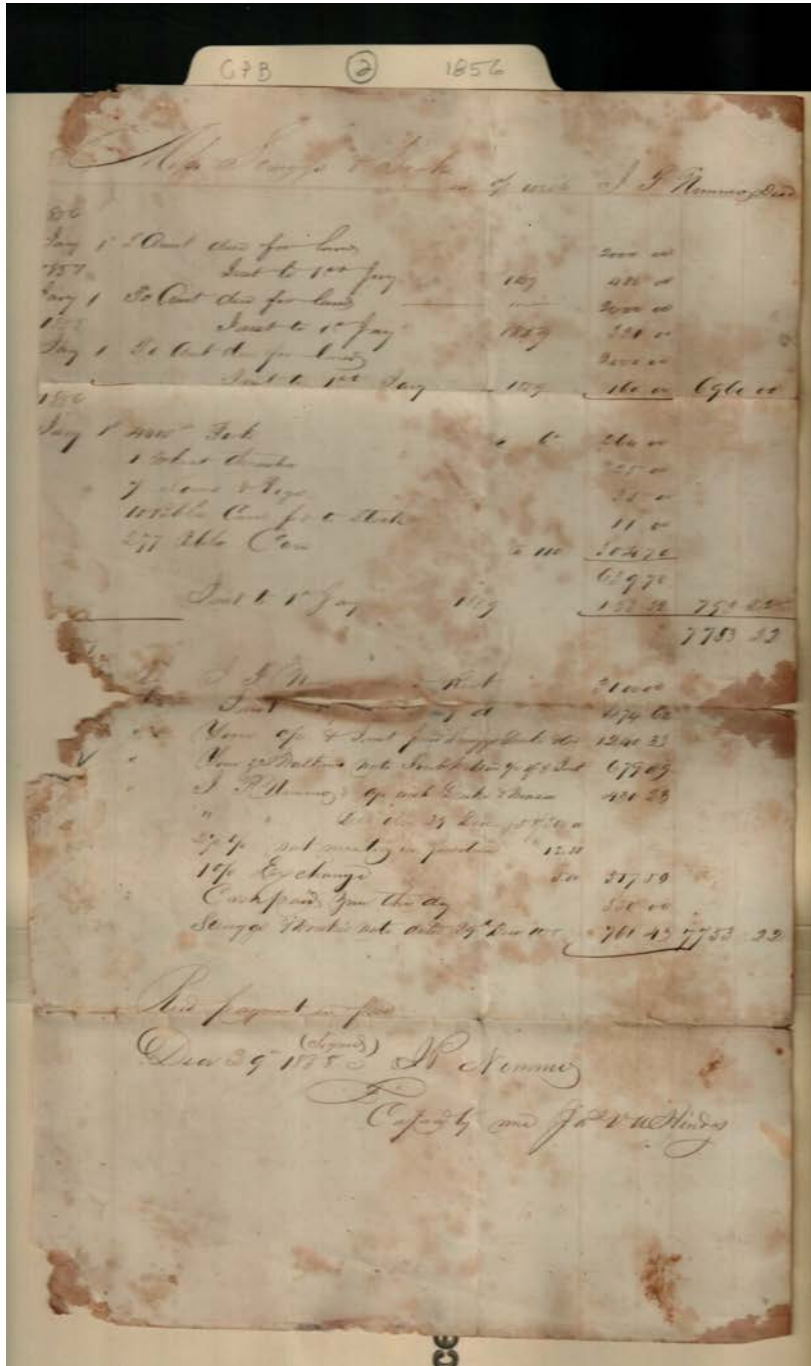
Scruggs & Drake

**Types:**

account

**Dates:**

December 29, 1858



James F. Nimmo estate

**Names:**

Hinds, James V. W.

Nimmo, A. V.

Nimmo, J. P.

Scruggs & Drake

**Types:**

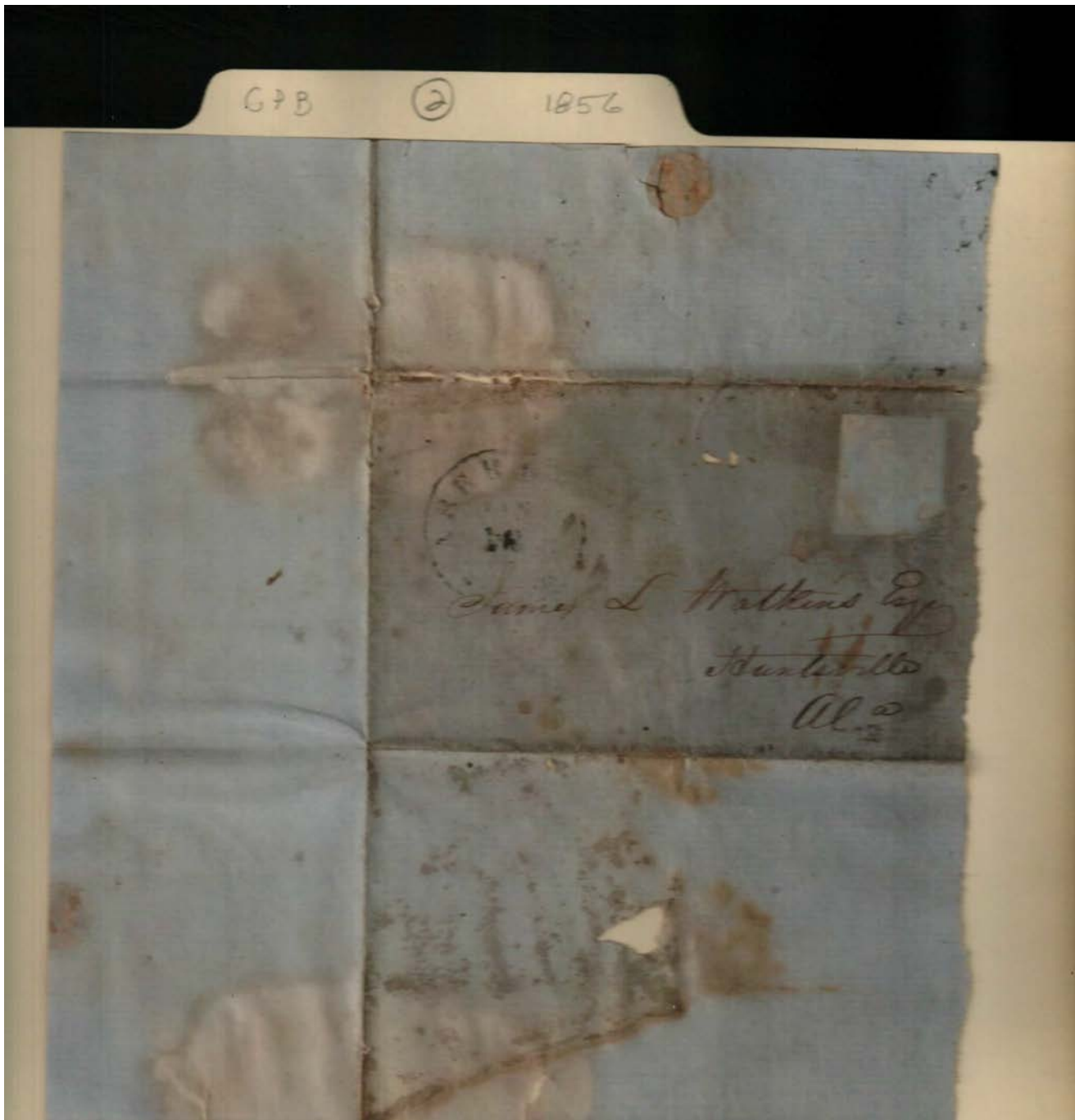
account

receipt

**Dates:**

December 29, 1858





**Names:**

Watkins, James L.

**Places:**

Huntsville, AL

**Types:**

envelope

Aberdeen Jan 12<sup>th</sup> 1856

James L. Watkins Esq  
 Dear Sir

I am on the subject of Mess<sup>rs</sup>  
 better lands in Me<sup>o</sup> & before its receipt I had  
 made a temporary arrangement to settle my  
 hands in Lowndes County - which will prevent  
 me from purchasing land this year -  
 In the year 1843 and just before John S.  
 Rhea took the benefit of the Bankrupt Law -  
 he conveyed to me, certain lands, to secure  
 me against <sup>any</sup> damages that I might be liable for  
 when selling me a quarter section of land  
 in the neighborhood of Tallapoosa, that he had  
 previously mortgaged to the Paul Road -  
 I agree with the agreement now entered or to be entered,  
 that if he or any of his creditors should release  
 the said quarter section of land from <sup>the</sup> mortgage of  
 any time within 6 months from the 1<sup>st</sup> day 1843,  
 that the land conveyed, should be his or theirs,  
 Now the object of this is, to ask the favor of  
 you to apply immediately to the Clerk of the United  
 States District Court <sup>at Tallapoosa</sup> for a copy of that agreement  
 It is filed no doubt, in the papers pertaining to  
 Rhea's bankruptcy - If the Clerk cannot find  
 it perhaps C. D. Cabaniss who was the Com-  
 missioner ~~in~~ in bankruptcy, might

**Names:**

Cabaniss, C. D.

Rhea, John S.

Watkins, James L.

**Places:**

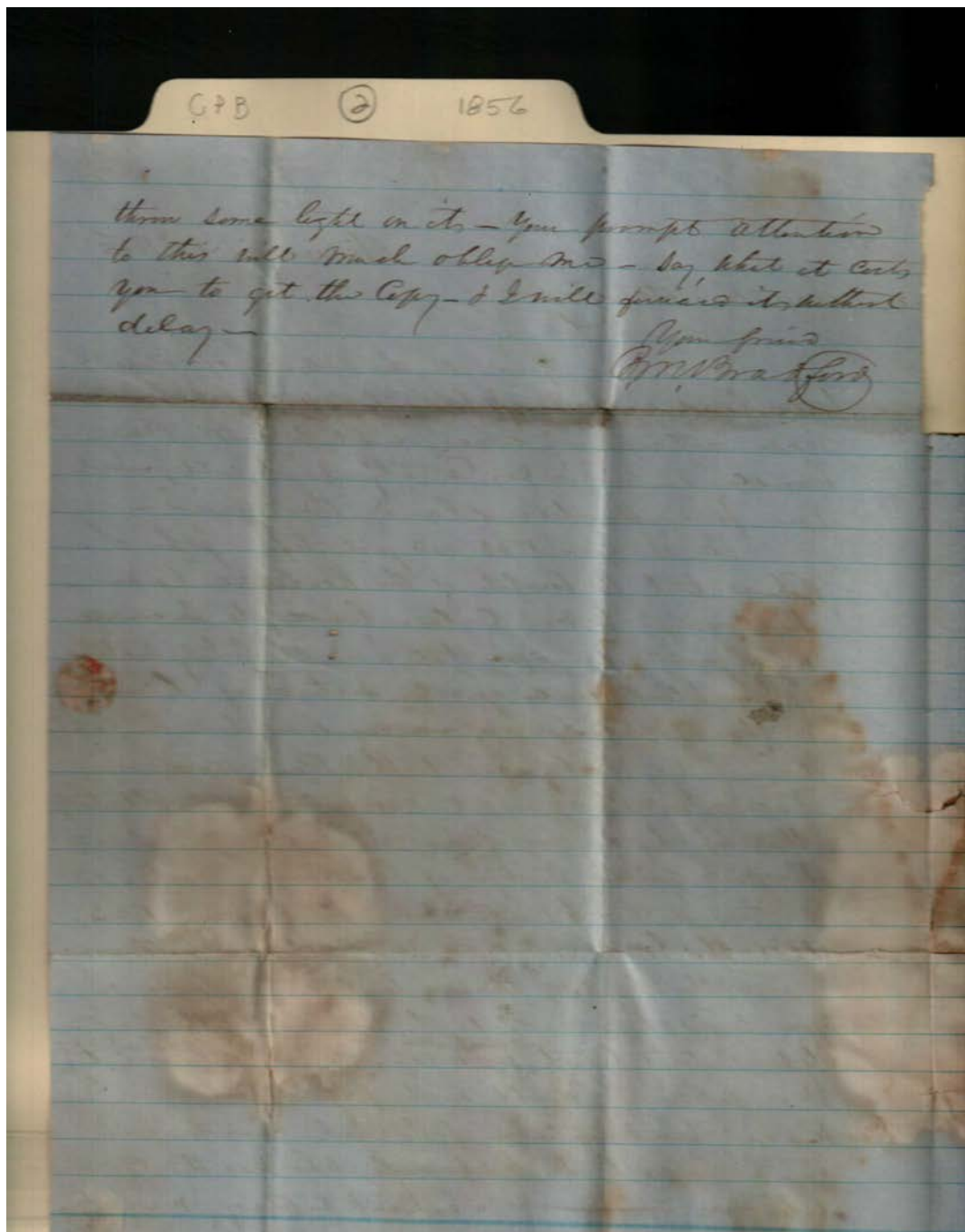
Aberdeen, MS

**Types:**

correspondence

**Dates:**

January 21, 1856



**Names:**

Bradford, B.

**Places:**

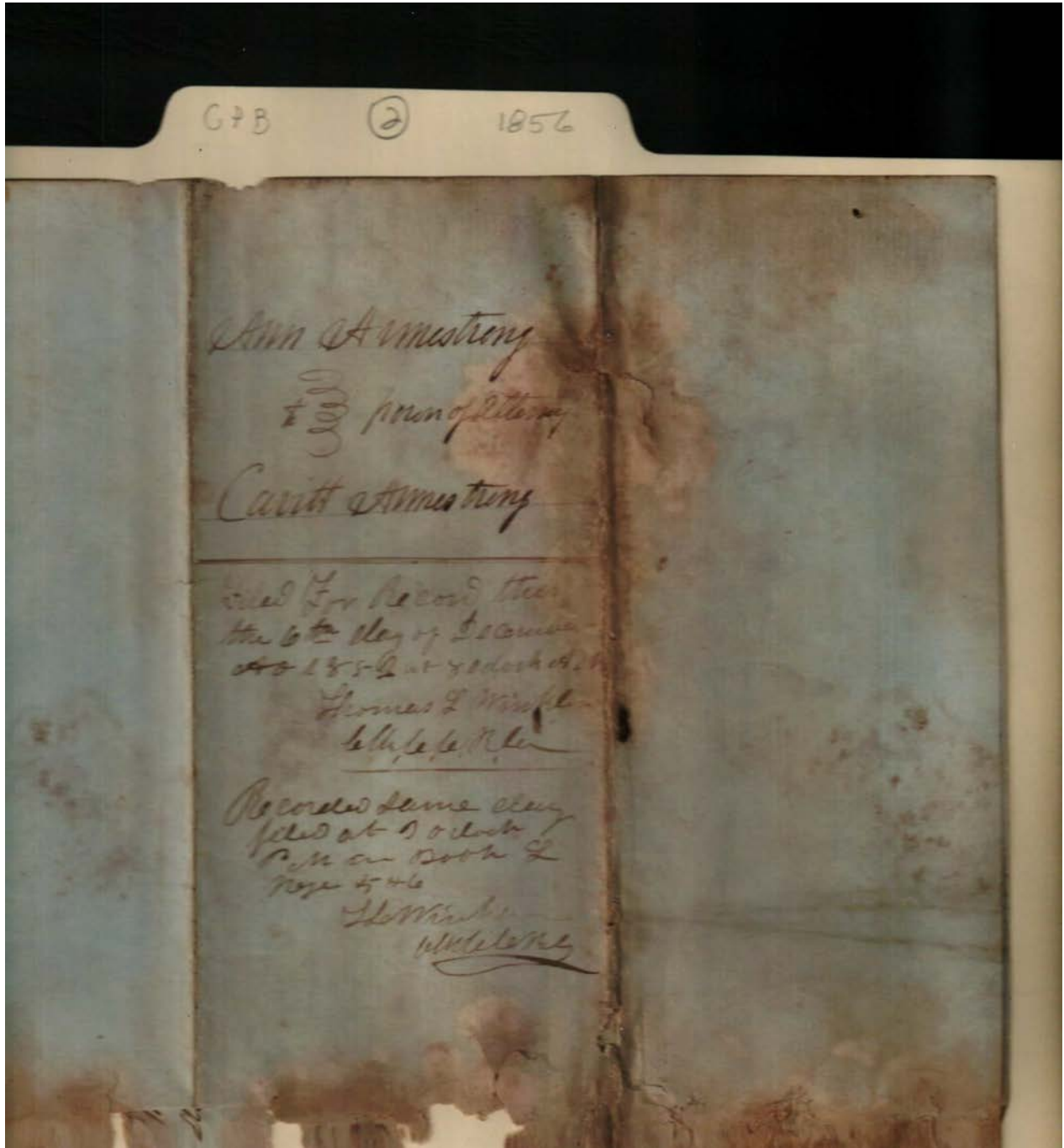
Aberdeen, MS

**Types:**

correspondence

**Dates:**

January 21, 1856



**Topics:**

Case #1707

Moses Cavett estate

**Names:**

Armstrong, Ann

Armstrong, Cavett

**Places:**

Madison Co., AL

**Types:**

probate court

**Dates:**

December 6, 1856

GFB      ②      1856

The State of Texas  
County of Robertson

Know all men by these presents that  
I, Moses Cavett of the County of Robertson and State  
of Texas do by these presents designate constitute and appoint  
Francis B. Bayiza of the County of Robertson My true and  
lawful attorney in and for my name to demand  
recover and receive for me and for my heirs and assigns  
all the money or other personal property which  
may be due me from the estate of Moses Cavett dec'd, as well  
the fees and law of Moses Cavett dec'd, and to execute  
all necessary orders decrees and receipts for and  
property the whole or any part of the same, in the same  
manner as if I were present and acting in person.  
I also authorize and empower my said attorney to bargain  
sell alien and convey and to execute deeds for any and  
all land which I may inherit as one of the heirs at law of  
Moses Cavett dec'd and fully authorize my said attorney  
to receive the purchase money for the same, and to do all  
and every act which may become necessary on the execution  
of my intent in the estate of Moses Cavett as one of the  
heirs of said dec'd.

Hereby ratifying and confirming all and singular the acts of  
my said attorney in the premises in the same manner as  
if I were present and acting in person. In further  
testimony whereof I have hereunto set my hand and  
seal at Woodstock in the County of Robertson and State of  
Texas this 6th day of December one thousand  
eight hundred and fifty two

Moses Cavett

Francis B. Bayiza  
Attorney for said dec'd

**Topics:**

Case #1707

Moses Cavett estate

**Names:**

Armstrong, Ann

Armstrong, Cavett

Cavett, Moses

**Places:**

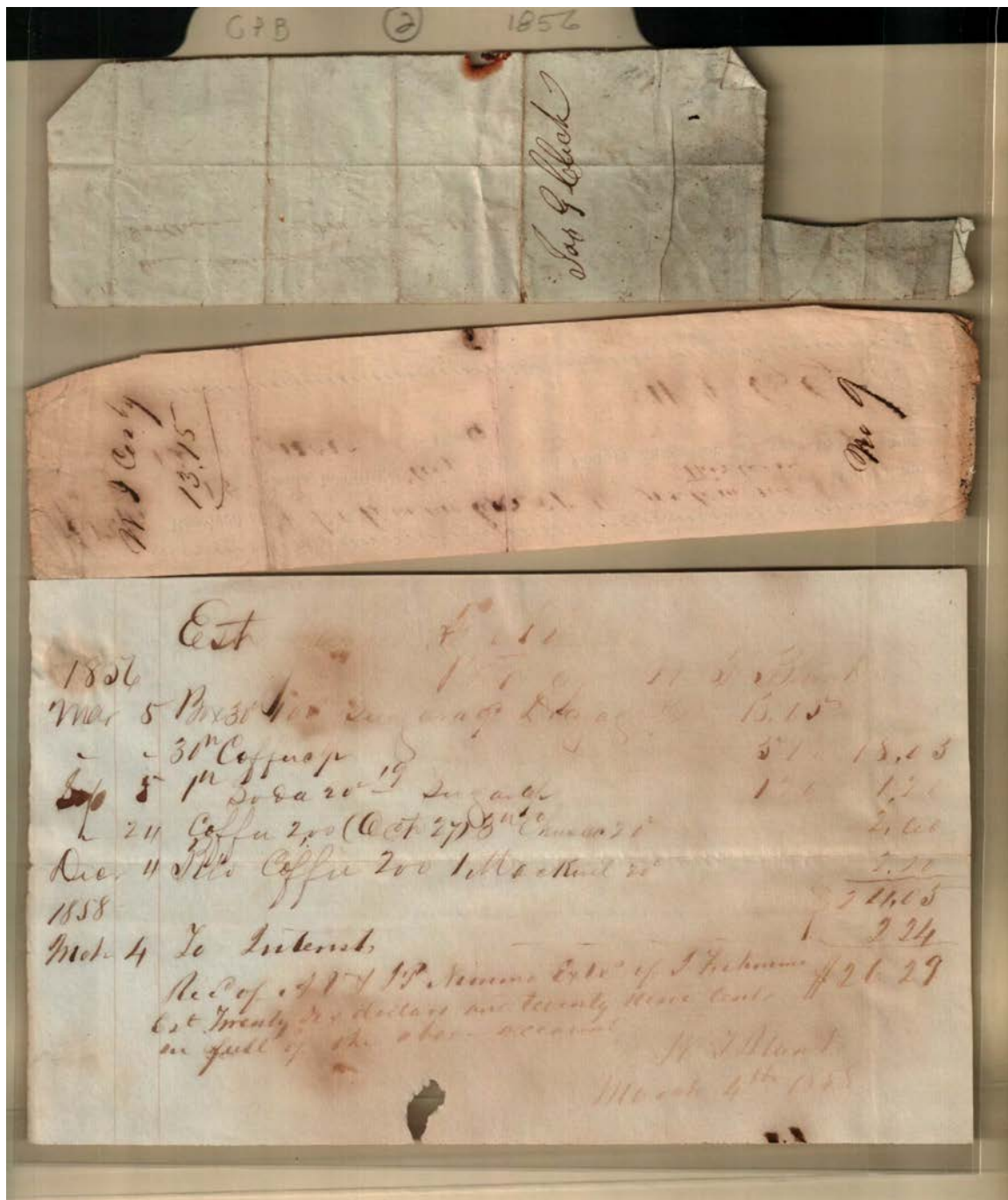
Madison Co., AL

**Types:**

probate court

**Dates:**

December 6, 1856



James F. Nimmo estate

**Names:**

Blunt, W. T.

Nimmo, A. V.

Nimmo, J. P.

**Types:**

receipt

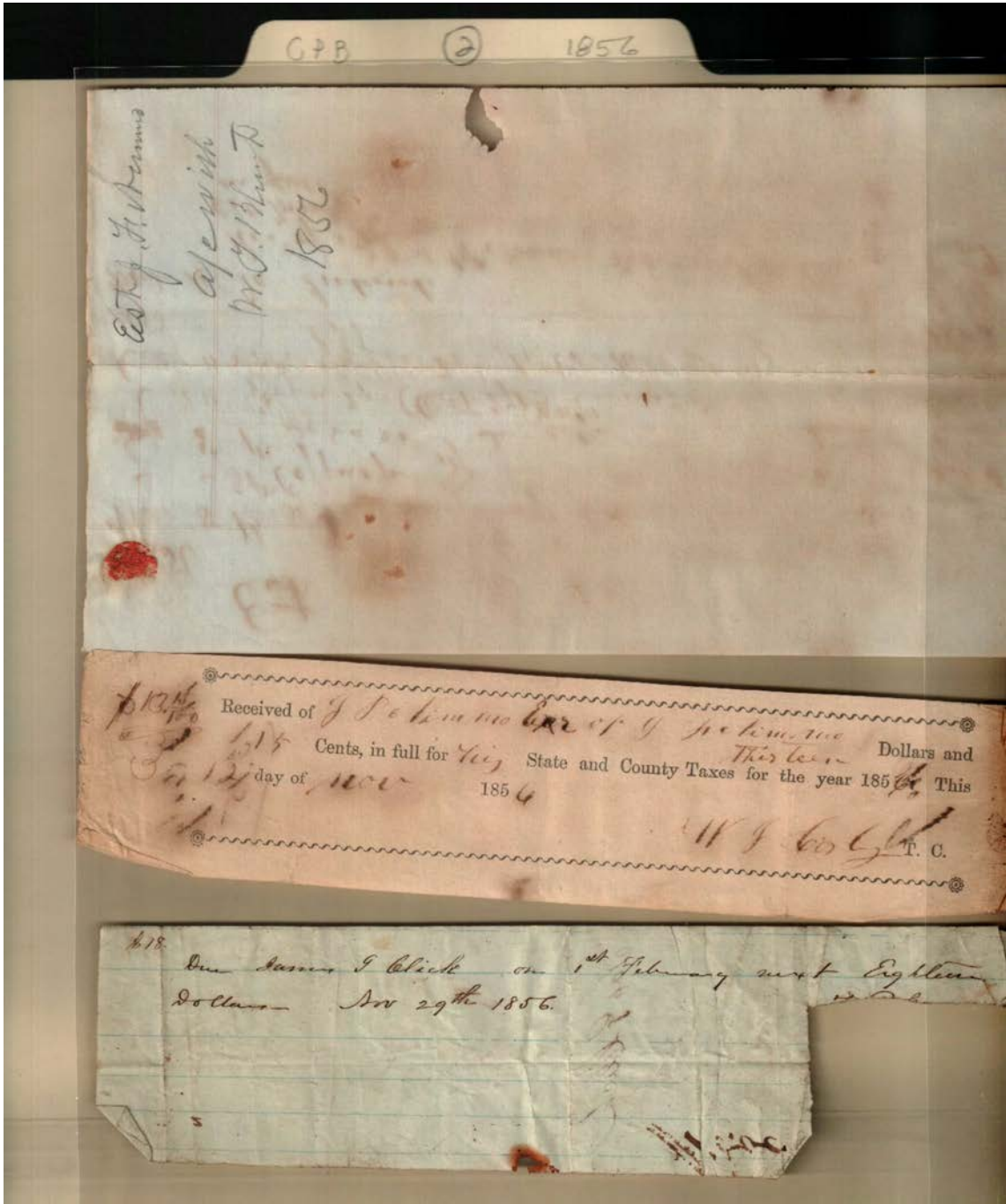
**Dates:**

March 4, 1858

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 4, Folder 2

Legal and court documents, 1856

Image 15 r01b04-02-000-0093 [Contents](#) [Index](#) [About](#)



James F. Nimmo estate

**Names:**

Click, James

Nimmo, J. F.

Nimmo, J. P.

**Types:**

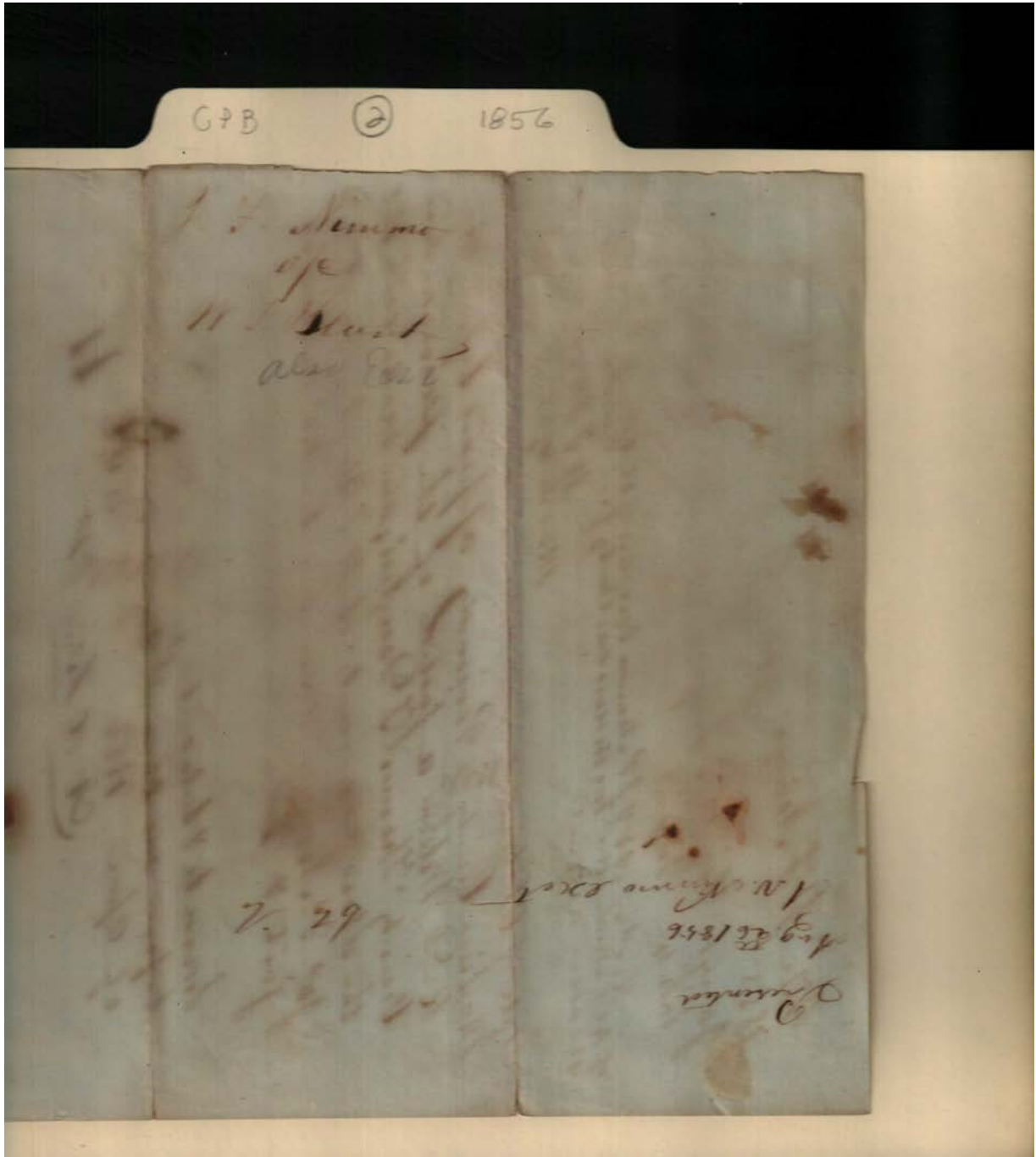
bill

receipt

**Dates:**

November 14, 1856

November 29, 1856



James F. Nimmo estate

**Names:**

Blunt, W. T.

Nimmo, A. V.

Nimmo, J. F.

**Places:**

Madison Co., AL

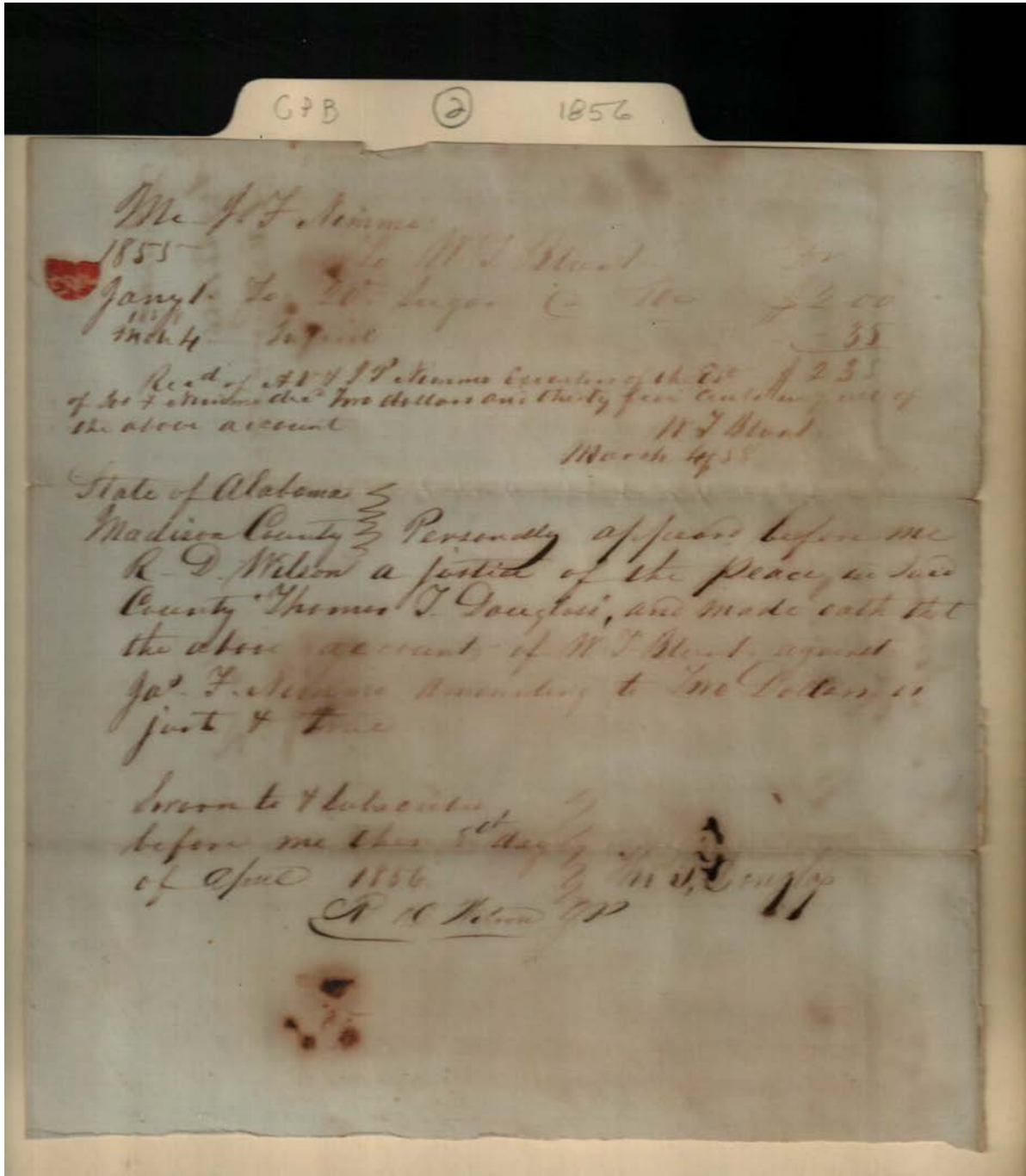
**Types:**

account

**Dates:**

August 26, 1856





James F. Nimmo estate

**Names:**

Blunt, W. T.

Nimmo, A. V.

Nimmo, J. F.

Nimmo, J. P.

**Places:**

Madison Co., AL

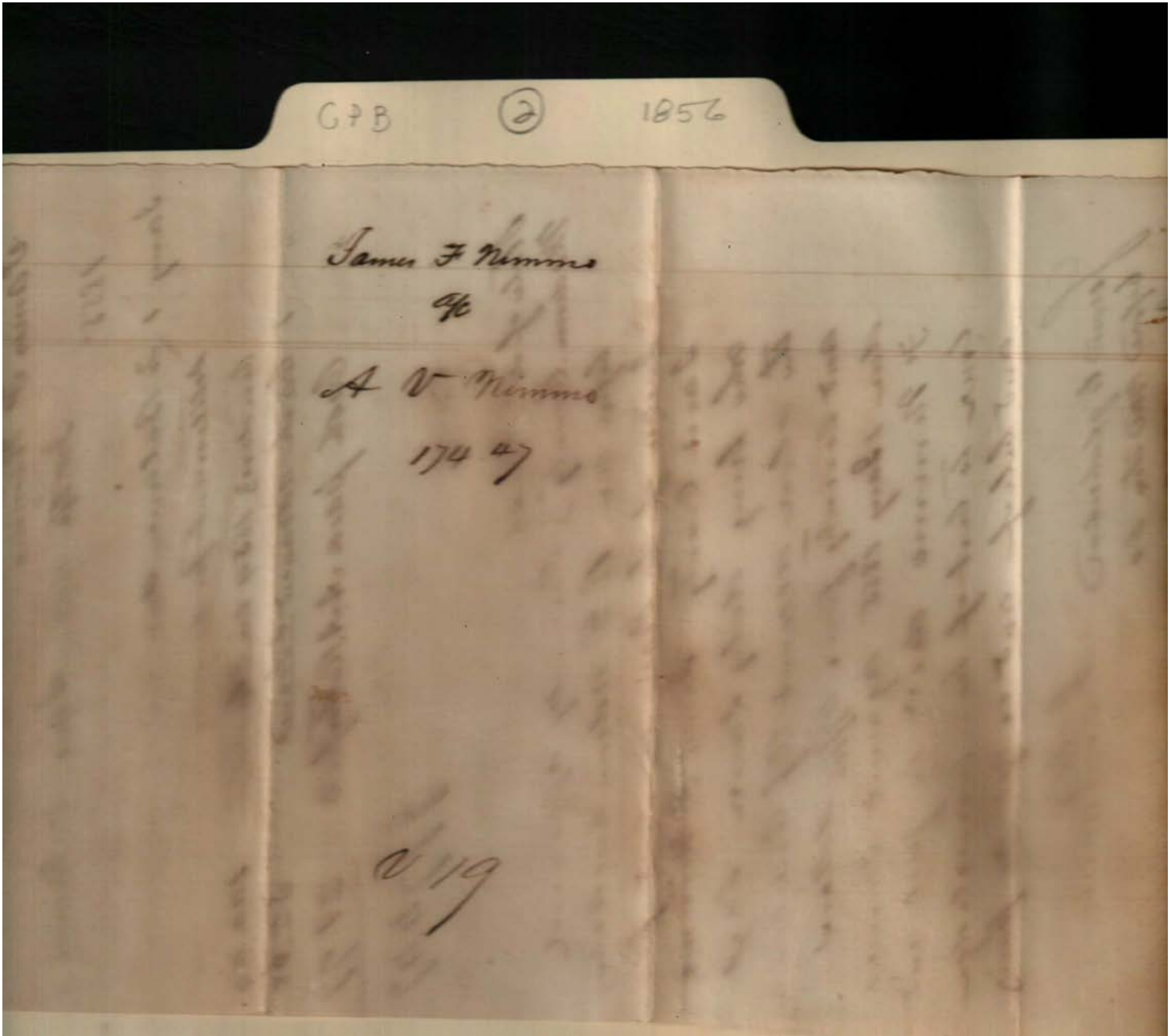
**Types:**

account

receipt

**Dates:**

March 4, 1858



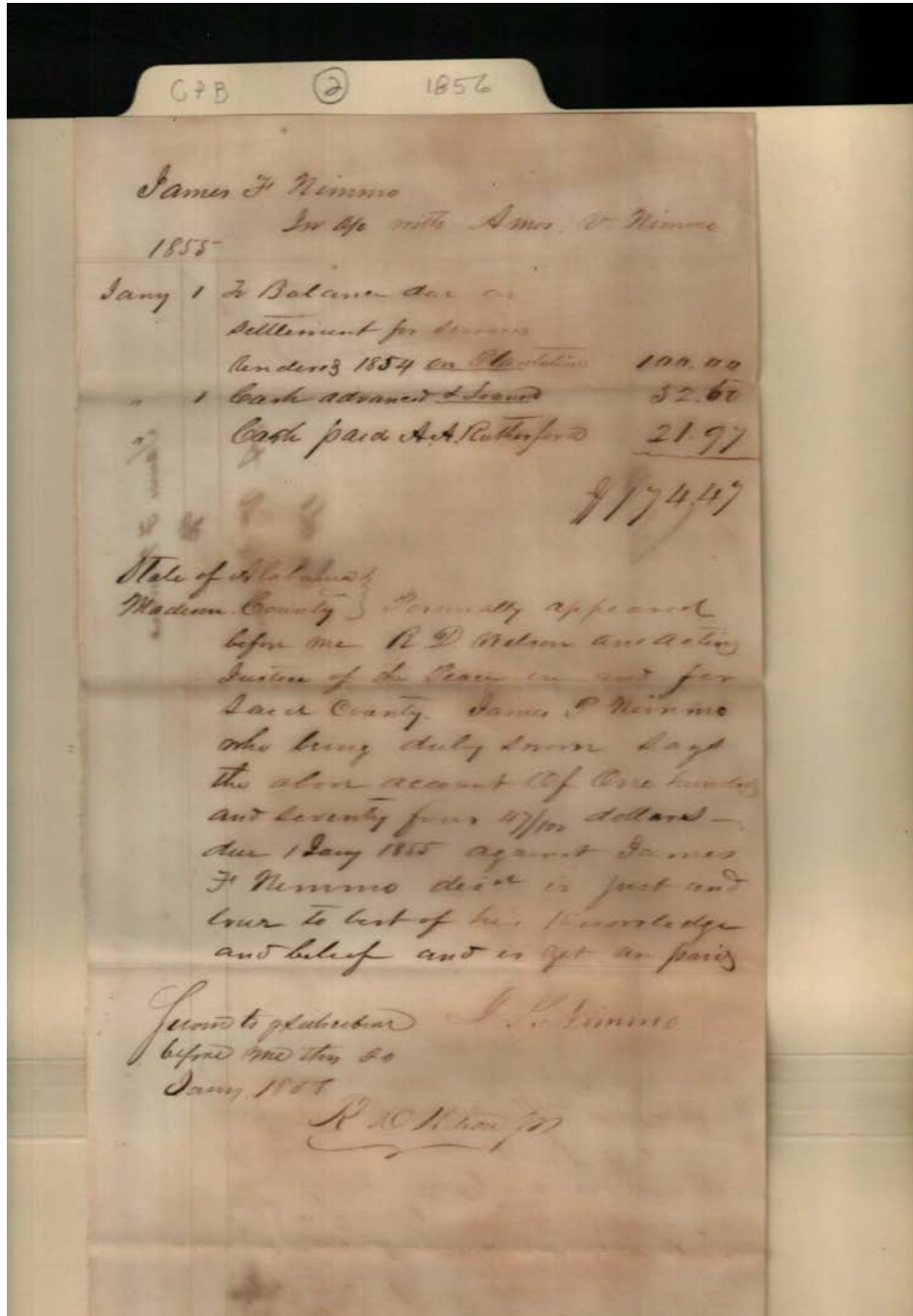
James F. Nimmo estate

**Names:**

Nimmo, James F.

**Types:**

account



James F. Nimmo estate

**Names:**

Nimmo, Amos V.

Nimmo, James F.

**Places:**

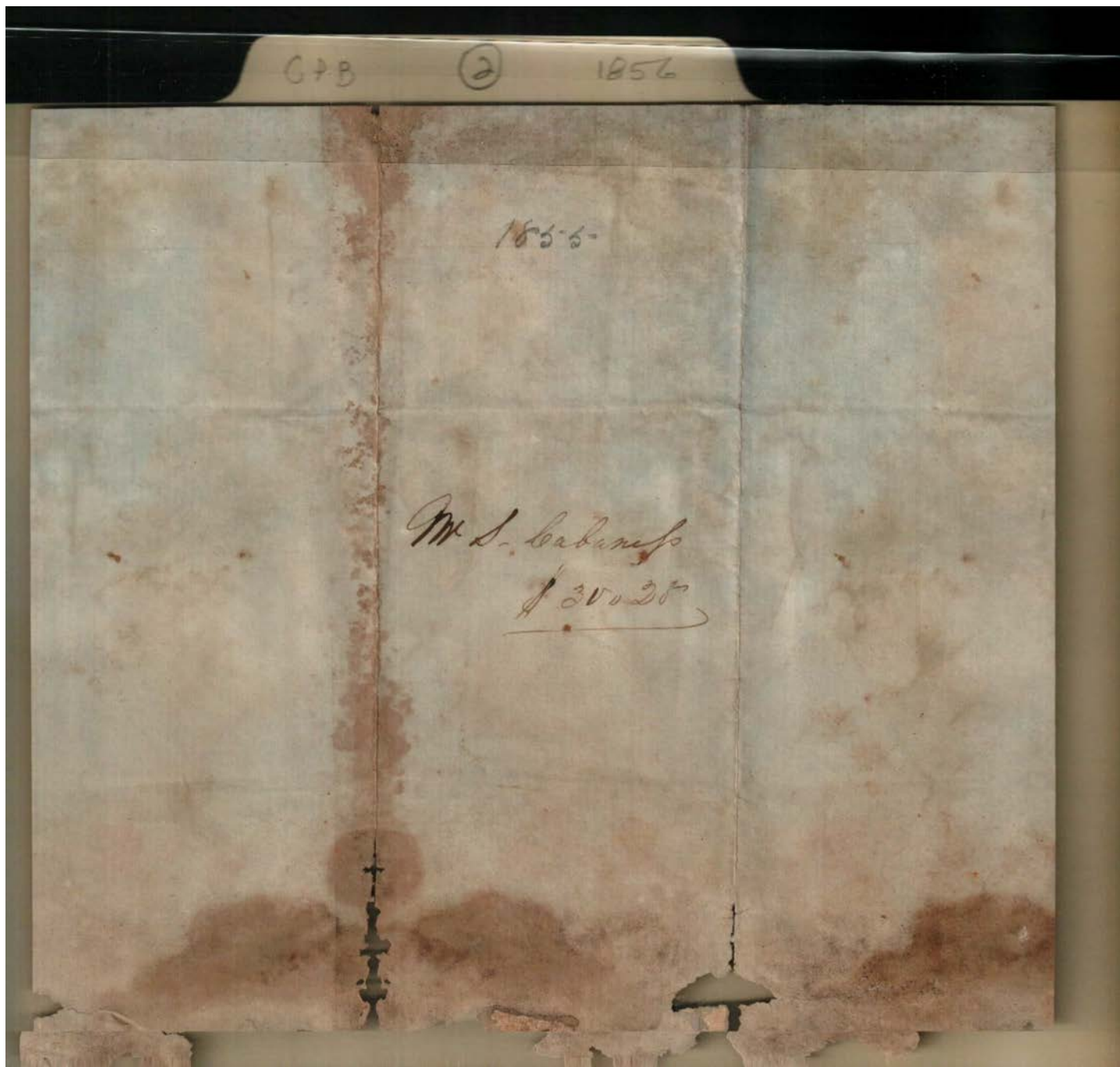
Madison Co., AL

**Types:**

account

**Dates:**

January 20, 1858



**Names:**

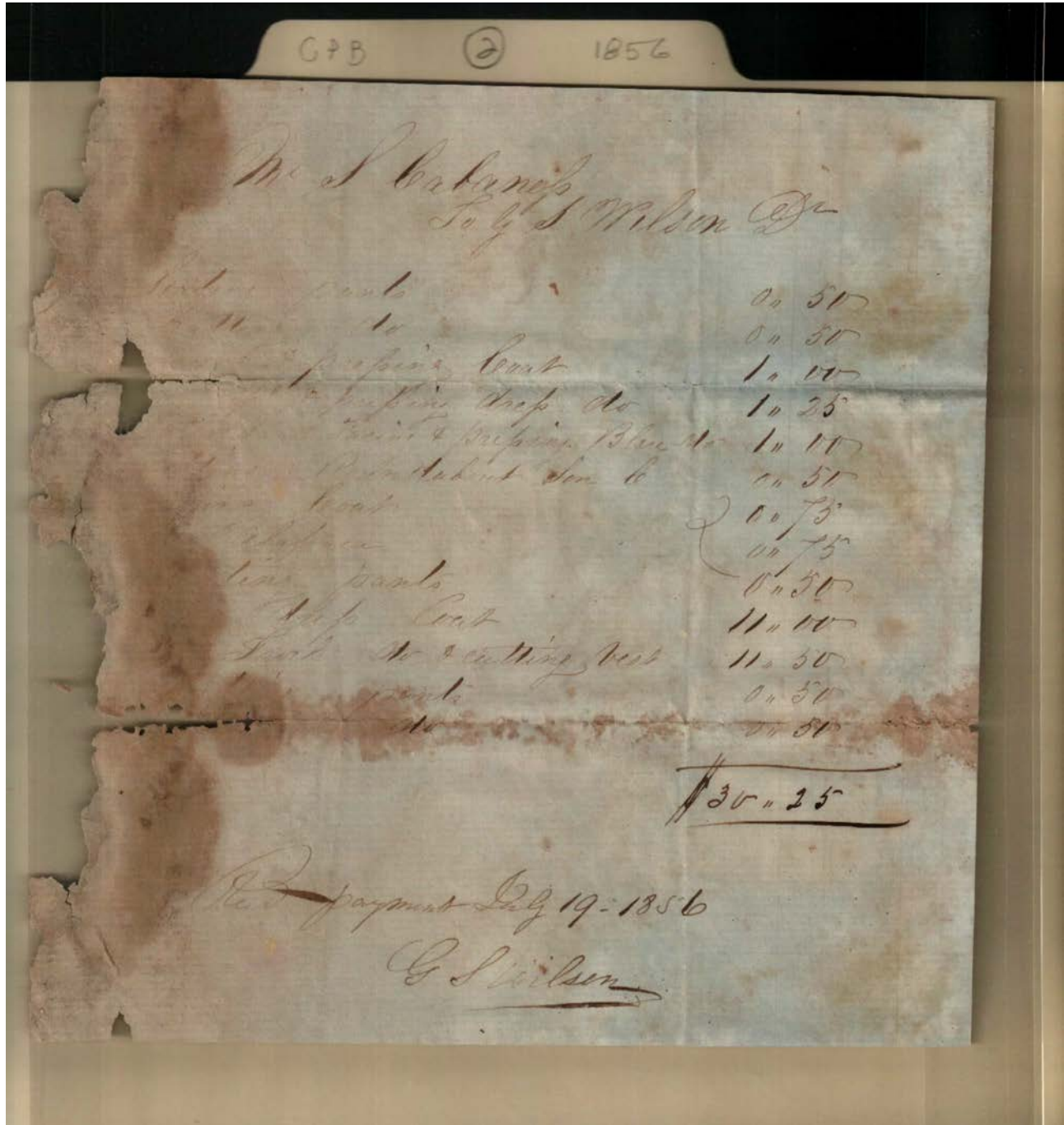
Cabaniss, S.

**Types:**

memo

**Dates:**

1855



**Names:**

Cabaniss, S.

Wilson, G. S.

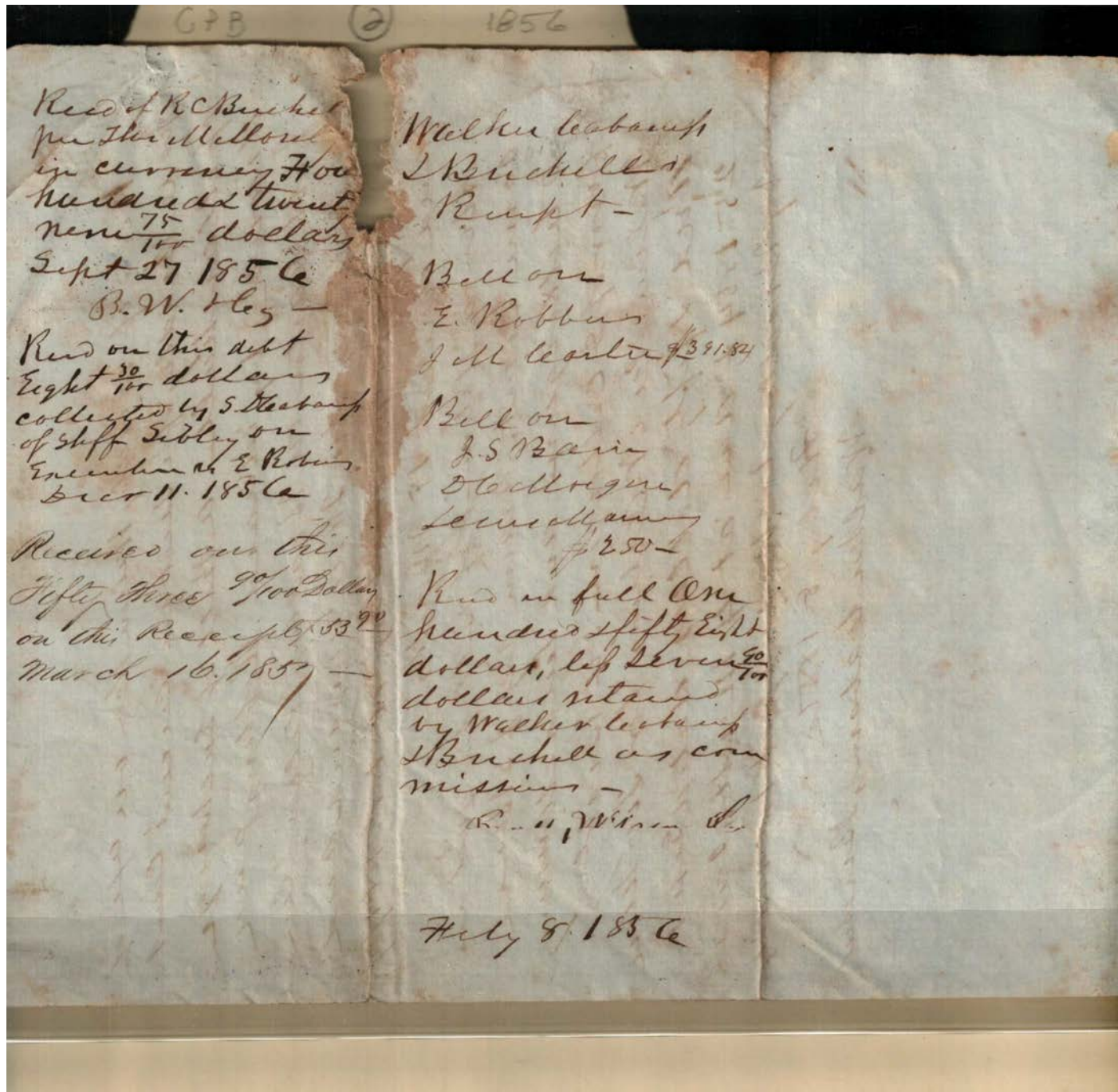
**Types:**

account

receipt

**Dates:**

July 19, 1856



**Names:**

Bain, J. S.  
Brickell, R. C.

Carter, J. M.  
Robbins, E.

Walker, Cabaniss &  
Brickell

**Types:**

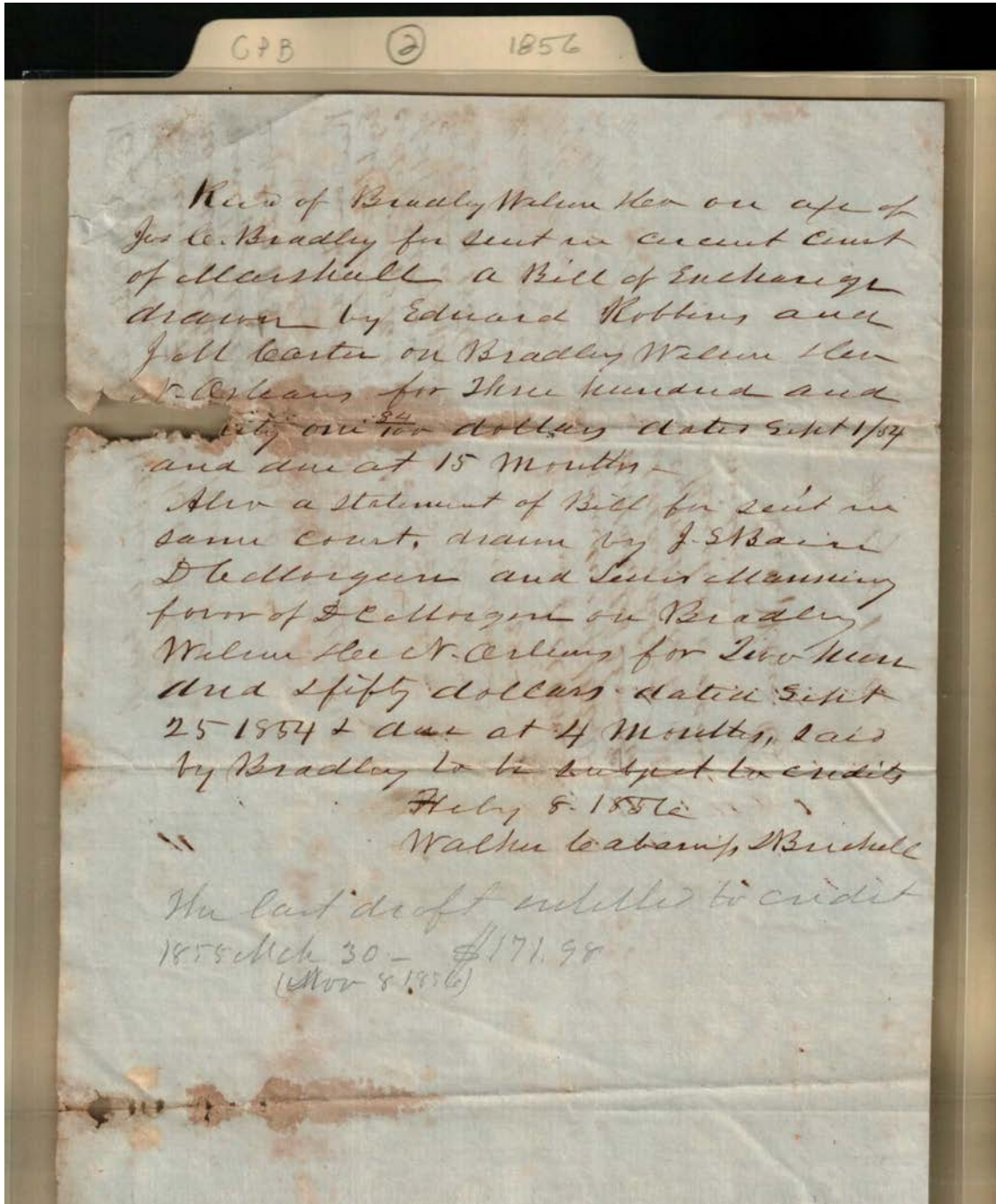
receipt

**Dates:**

December 11, 1856

February 8, 1856

September 27, 1856



**Names:**

Bain, J. S.  
Bradley, Joseph C.

Bradley, Wilson &  
Co.  
Carter, J. M.

Manning, Lewis  
Morgan, D. C.  
Robbins, Edward

Walker, Cabaniss &  
Brickell

**Types:**

receipt

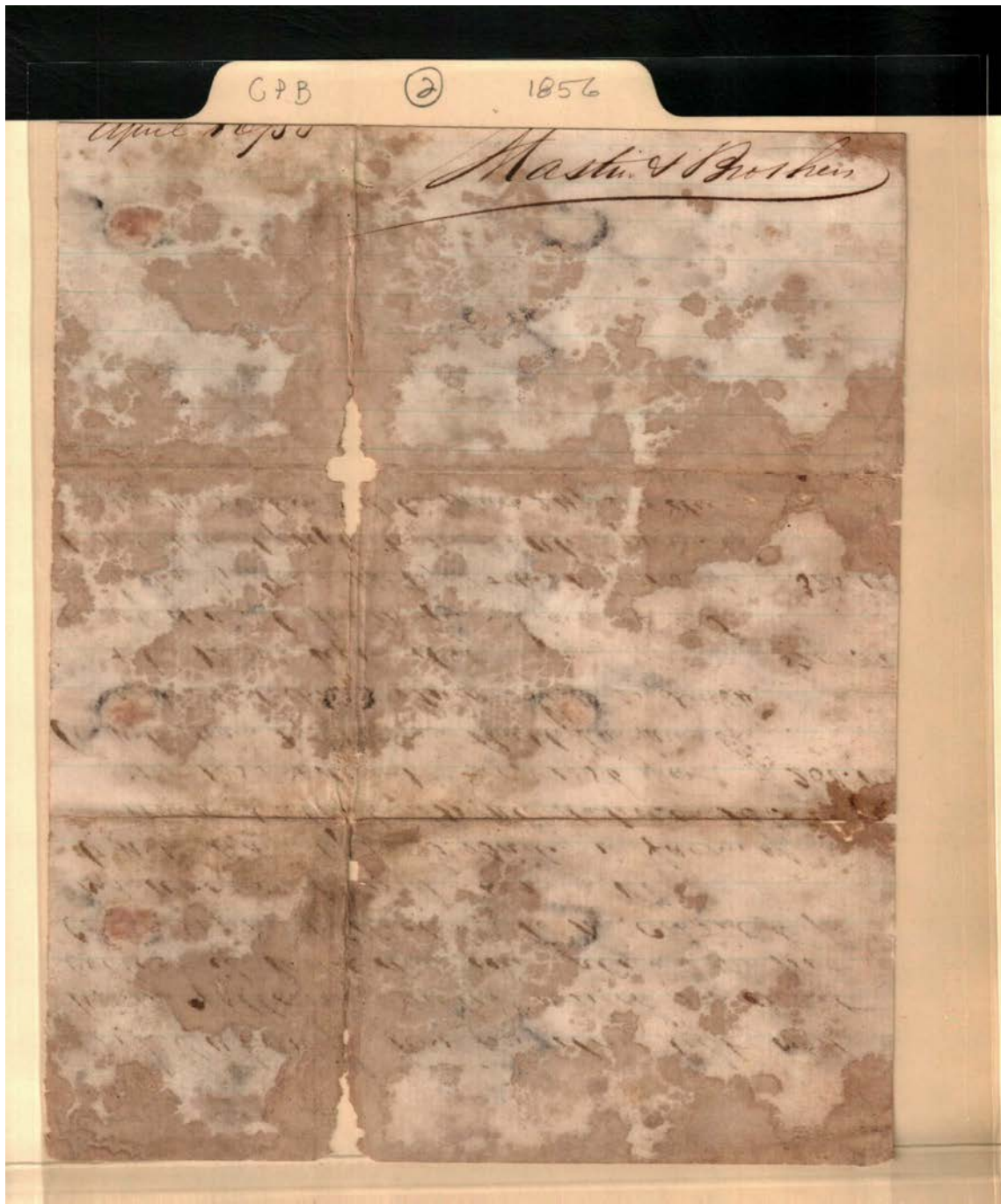
**Dates:**

February 8, 1856

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 4, Folder 2

Legal and court documents, 1856

Image 24 r01b04-02-000-0102 [Contents](#) [Index](#) [About](#)



**Names:**

Mastin & Brothers

**Types:**

memo



G.P.B.      (2)      1856

S. D. Cabaniss has this day left with us the following notes, which we are to collect, if we can, and place the proceeds when collected, to the credit of his account with us - viz.

A note drawn by Jas. F. Bailey in favour of Math. Cabaniss & Brickell dated Jan 13<sup>th</sup> Feb. 1855 & due 1<sup>st</sup> Jan. 1856 for \$257.00

A note drawn by Claiborn Ratliff in favour of Math. Cabaniss & Brickell dated 25<sup>th</sup> Dec. 54 & due 12<sup>mo</sup> after date, for \$207.00

A note drawn by Jas. M. Gee in favour of S. D. Cabaniss, dated Sept 15<sup>th</sup> 54 & due 1<sup>st</sup> Jan. 1855 for \$325.00

A note drawn by Supt. A. Ford et alias, favour of Brickell & Cabaniss dated March 24<sup>th</sup> 55 & due 1<sup>st</sup> Jan. 1856 for \$100.00

A note drawn by Chas. E. Collier for S. D. Cabaniss dated apt 26<sup>th</sup> 55 & due 1<sup>st</sup> Jan. 55 with int. from date for \$107.44

A note drawn by W. S. Rose & Claiborn Rose in fav. Math. Cabaniss & Brickell, dated 28<sup>th</sup> Feb. 1855 & due 25<sup>th</sup> Dec. 1855, with int. aft. 6<sup>mo</sup> for \$150.00

A note drawn by Joel R. Chambless, fav. of Math. Cabaniss & Brickell dated Sept 14<sup>th</sup> 54 and due 6<sup>mo</sup> after date for \$75.00

**Names:**

Bailey, James F.  
Cabaniss, S. D.  
Chambless, Joel R.

Collier, Charles E.  
Ratliff, Claiborn  
Rose, Claiborn

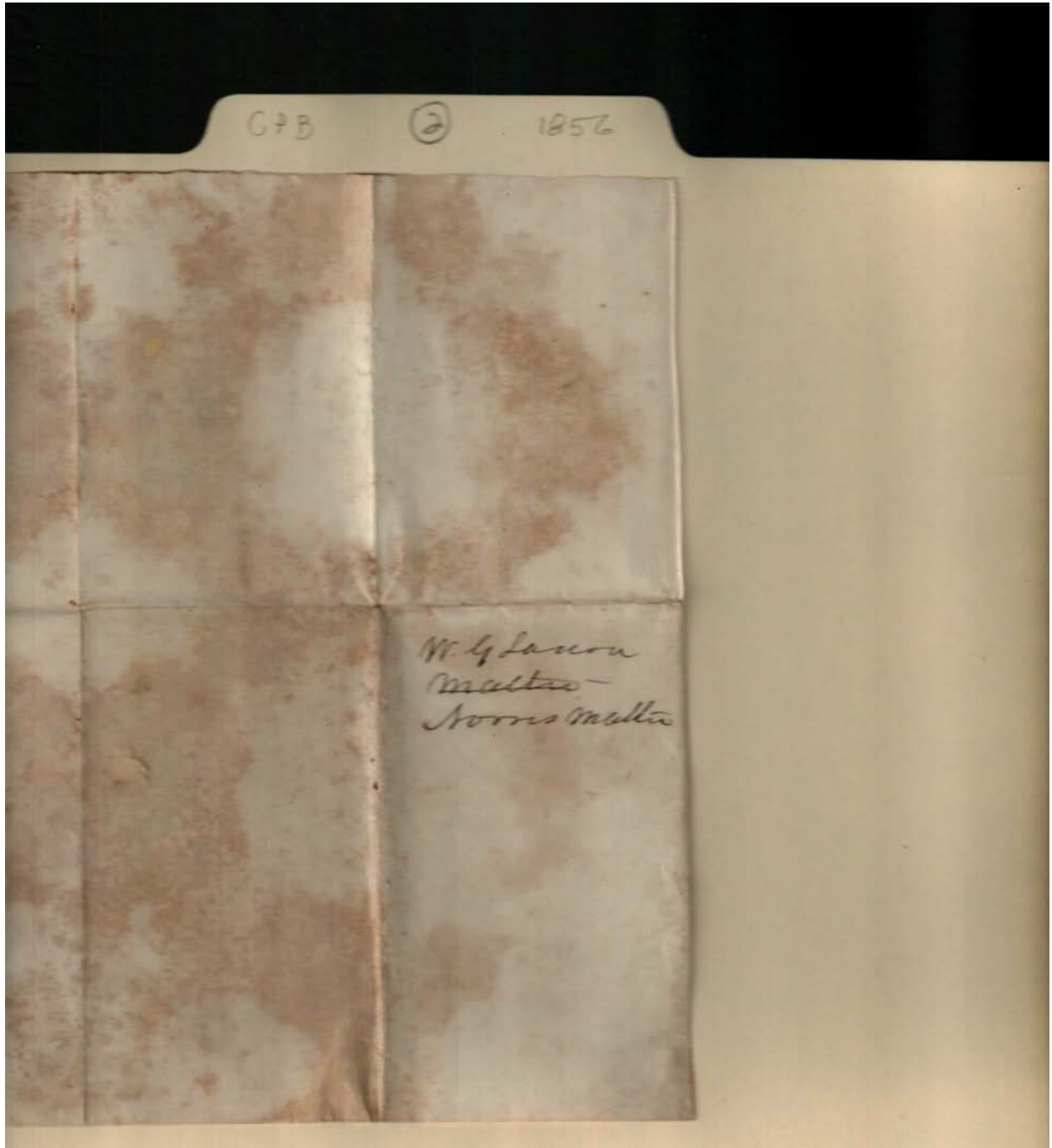
Rose, W. S.  
Walker, Cabaniss &  
Brickell

**Types:**

note

**Dates:**

1856

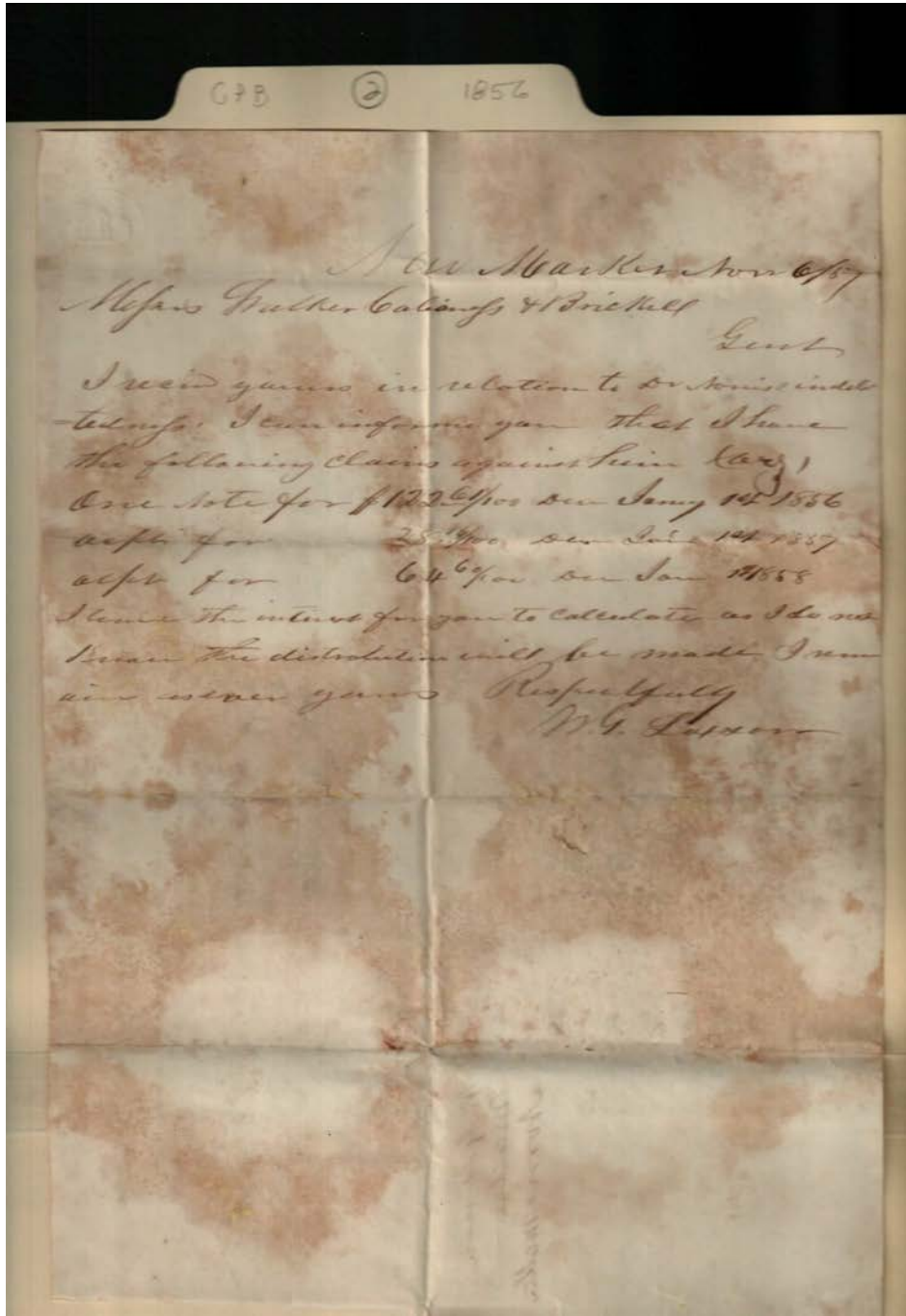


**Names:**

Laxson, W. G.

**Types:**

memo



**Names:**

Laxson, W. G.  
Norris, Dr.

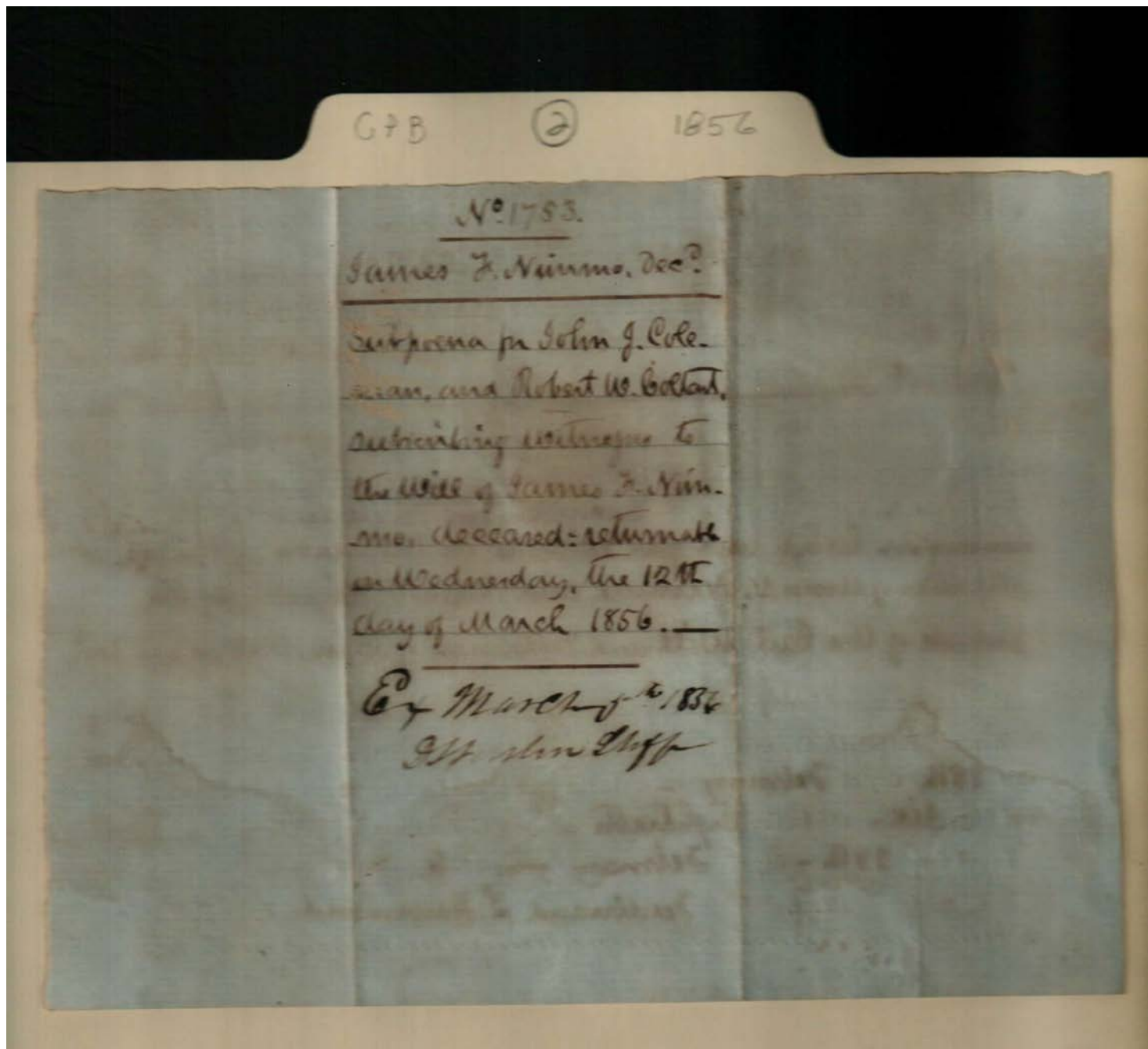
Walker, Cabaniss &  
Brickell

**Types:**

correspondence

**Dates:**

November 6, 1857



**Topics:**

Case #1953

James F. Nimmo  
estate

**Names:**

Coleman, John J.

Coltart, Robert W.

Nimmo, James F.

**Places:**

Madison Co., AL

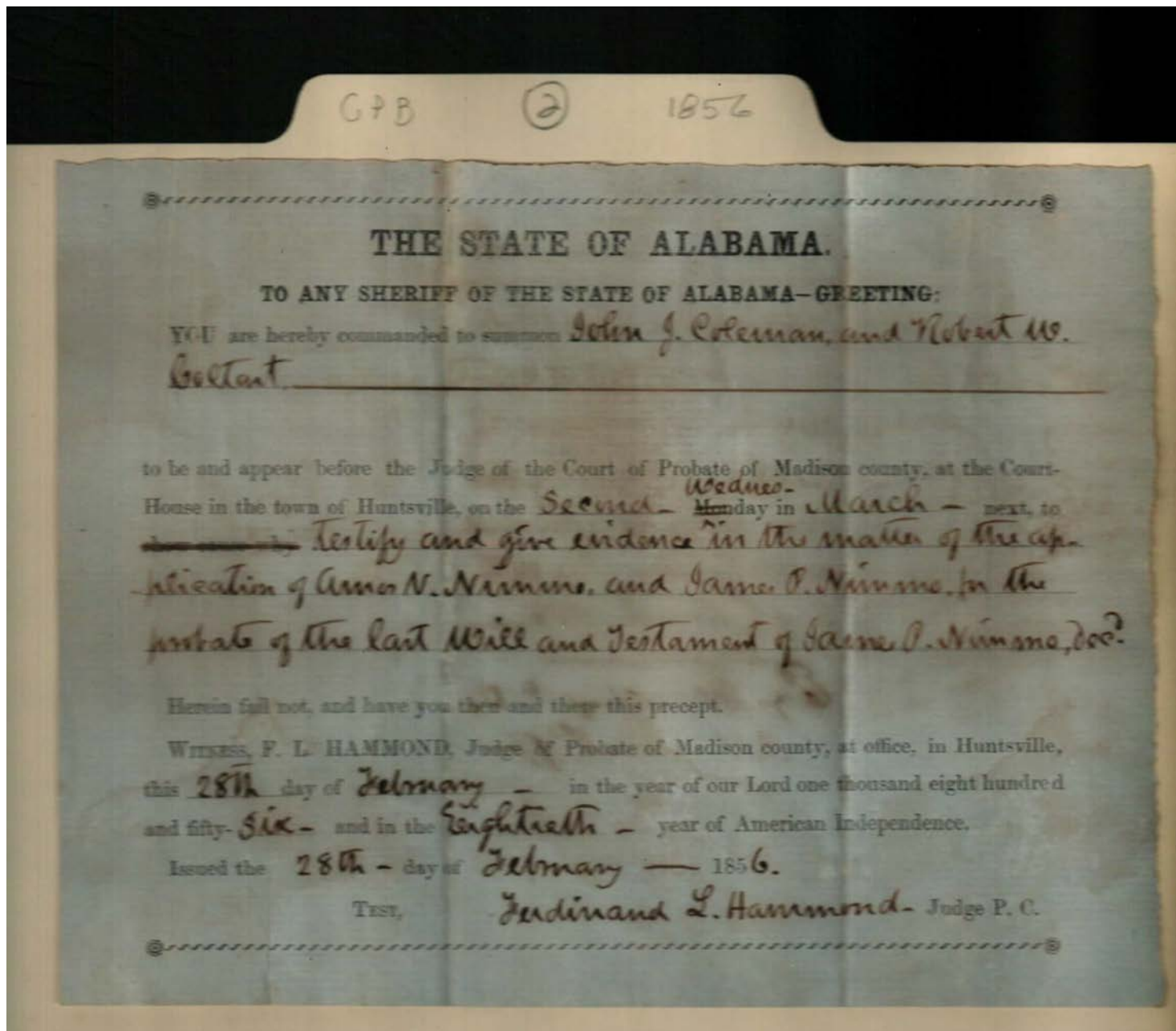
**Types:**

probate court

**Dates:**

March 12, 1856

March 5, 1856



James F. Nimmo estate

**Names:**

Coleman, John J.  
Coltart, Robert W.

Nimmo, Amos V.  
Nimmo, James F.

Nimmo, James P.

**Places:**

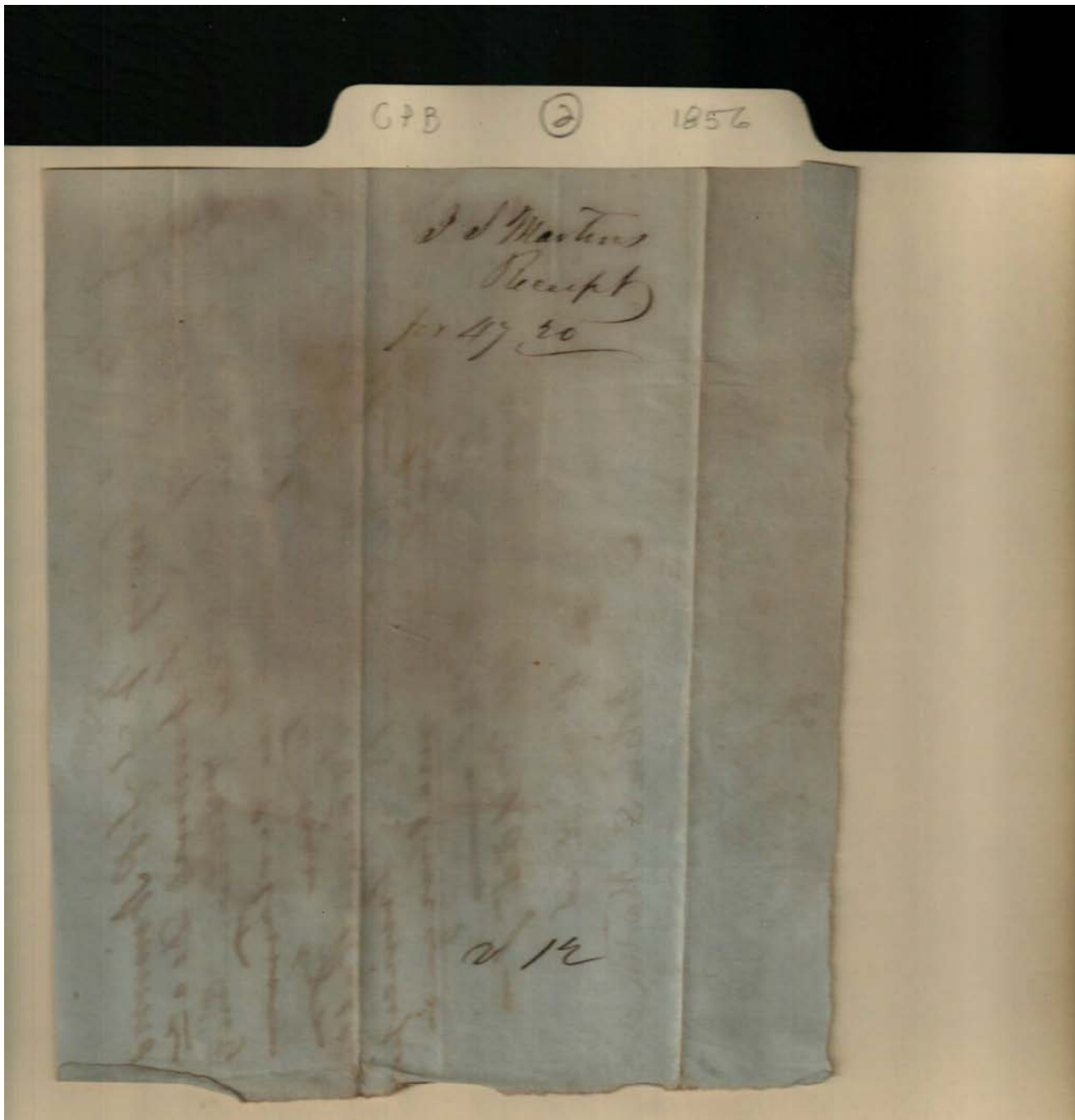
Madison Co., AL

**Types:**

probate court

**Dates:**

February 26, 1856



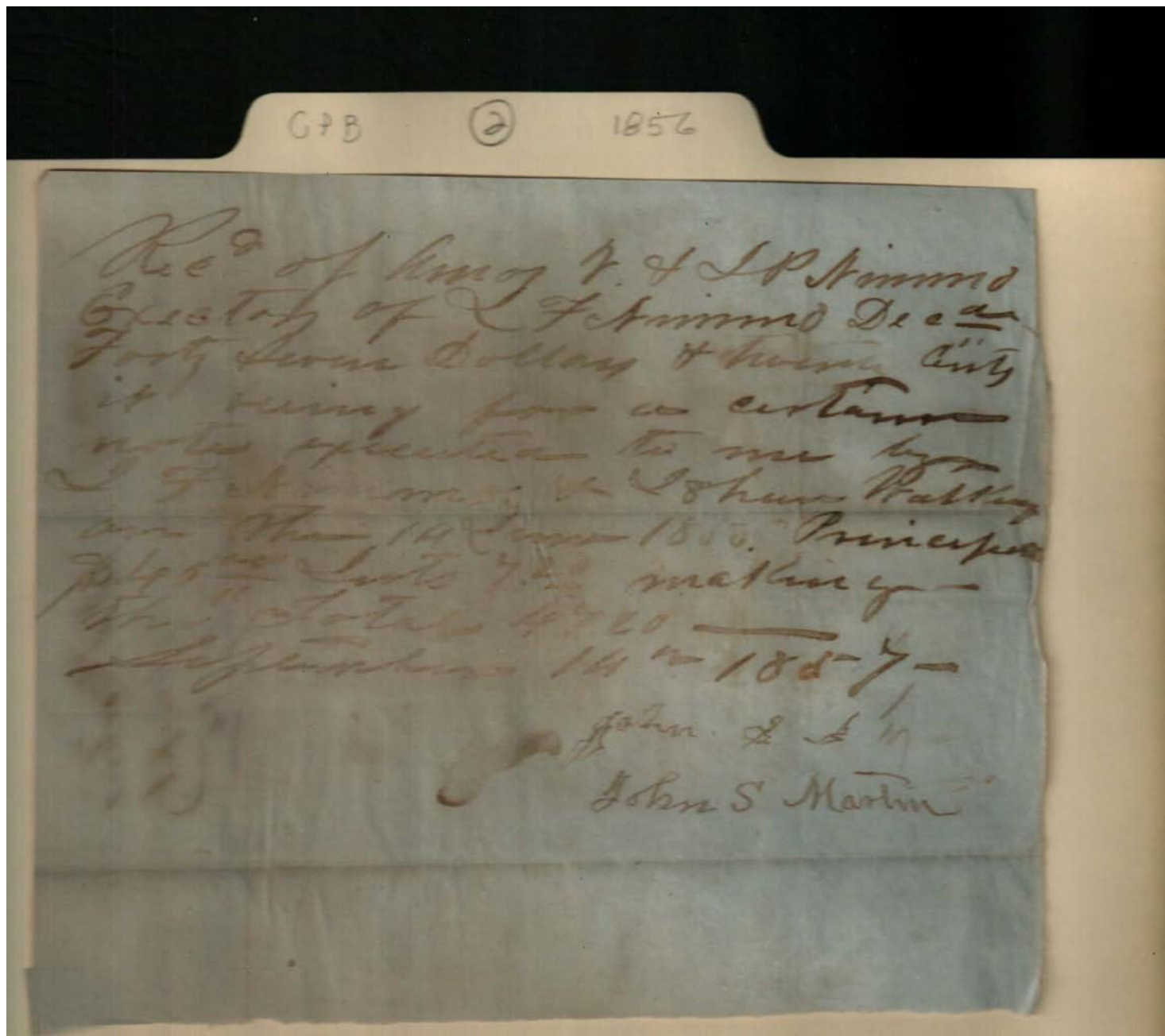
James F. Nimmo estate

**Names:**

Martin, J. S.

**Types:**

memo



James F. Nimmo estate

**Names:**

Martin, John S.  
Nimmo, Amos V.

Nimmo, J. F.  
Nimmo, J. P.

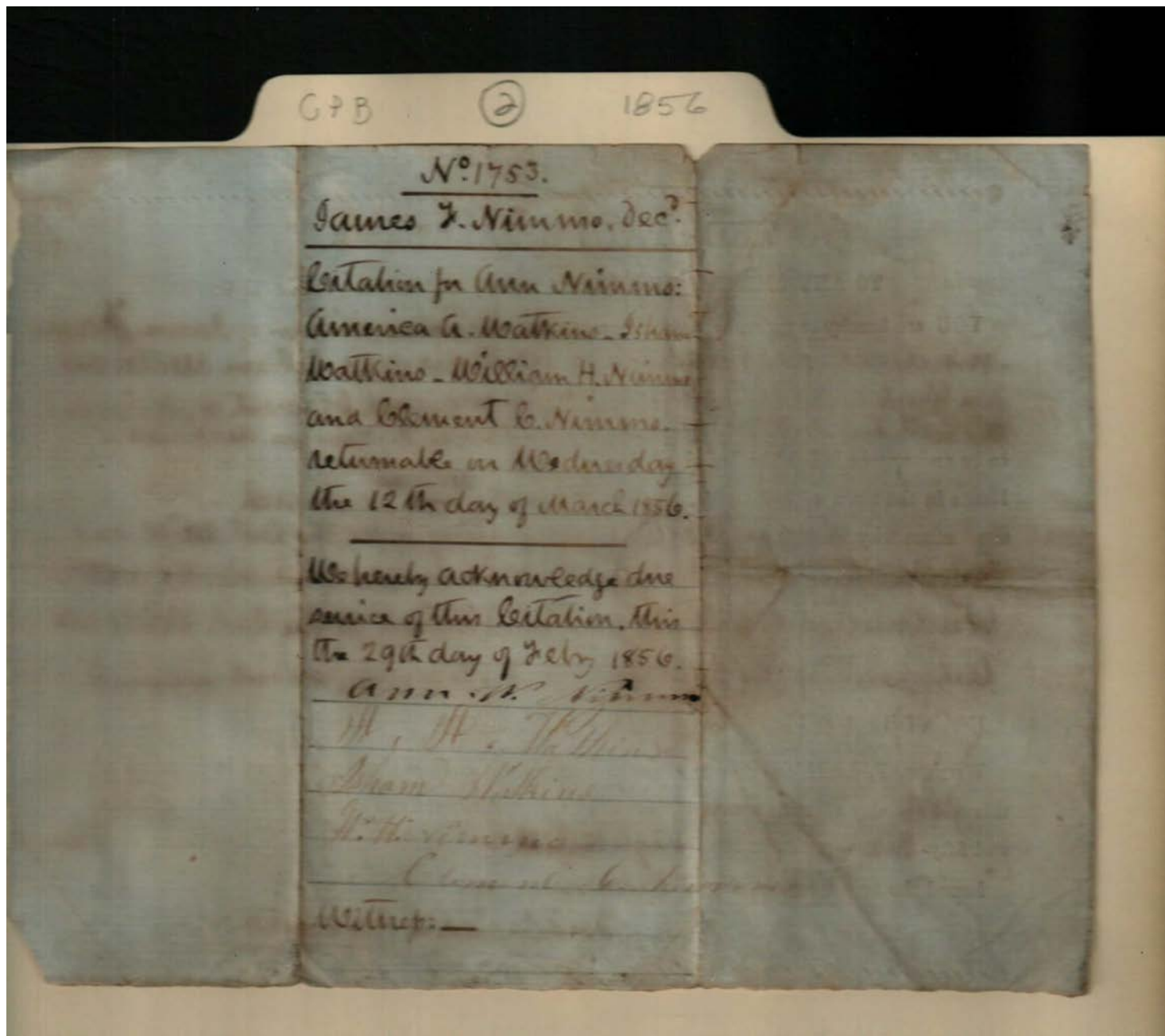
Watkins, Isham

**Types:**

receipt

**Dates:**

September 14, 1857



**Topics:**

Case #1953

James F. Nimmo  
estate

**Names:**

Nimmo, Ann  
Nimmo, James F.

Nimmo, William H.  
Watkins, America A.

Watkins, Isham

**Places:**

Madison Co., AL

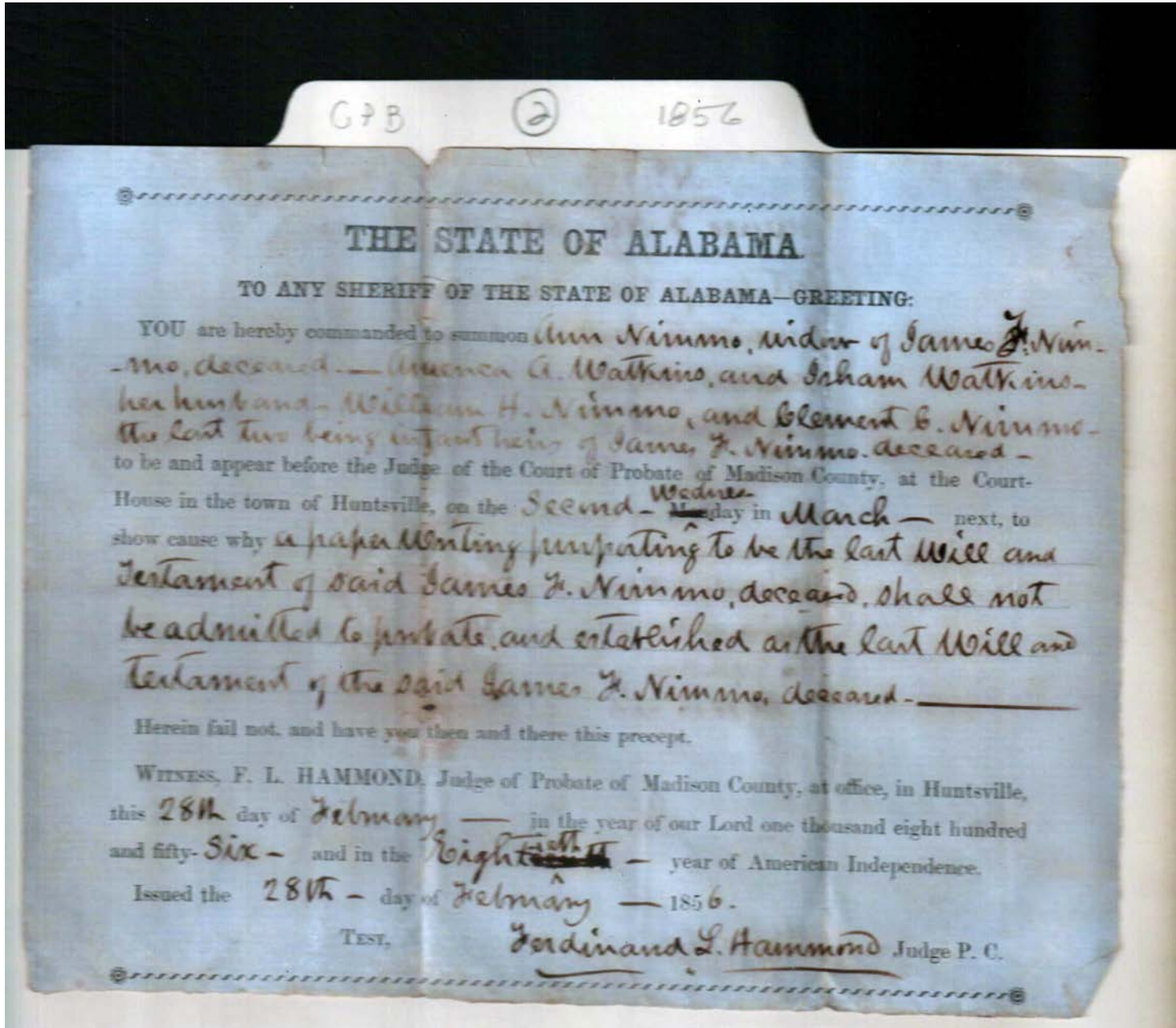
**Types:**

probate court

**Dates:**

February 29, 1856





**Topics:**

Case #1953

James F. Nimmo  
estate

**Names:**

Nimmo, Ann  
Nimmo, Clement C.

Nimmo, James F.  
Nimmo, William H.

Watkins, America A.  
Watkins, Isham

**Places:**

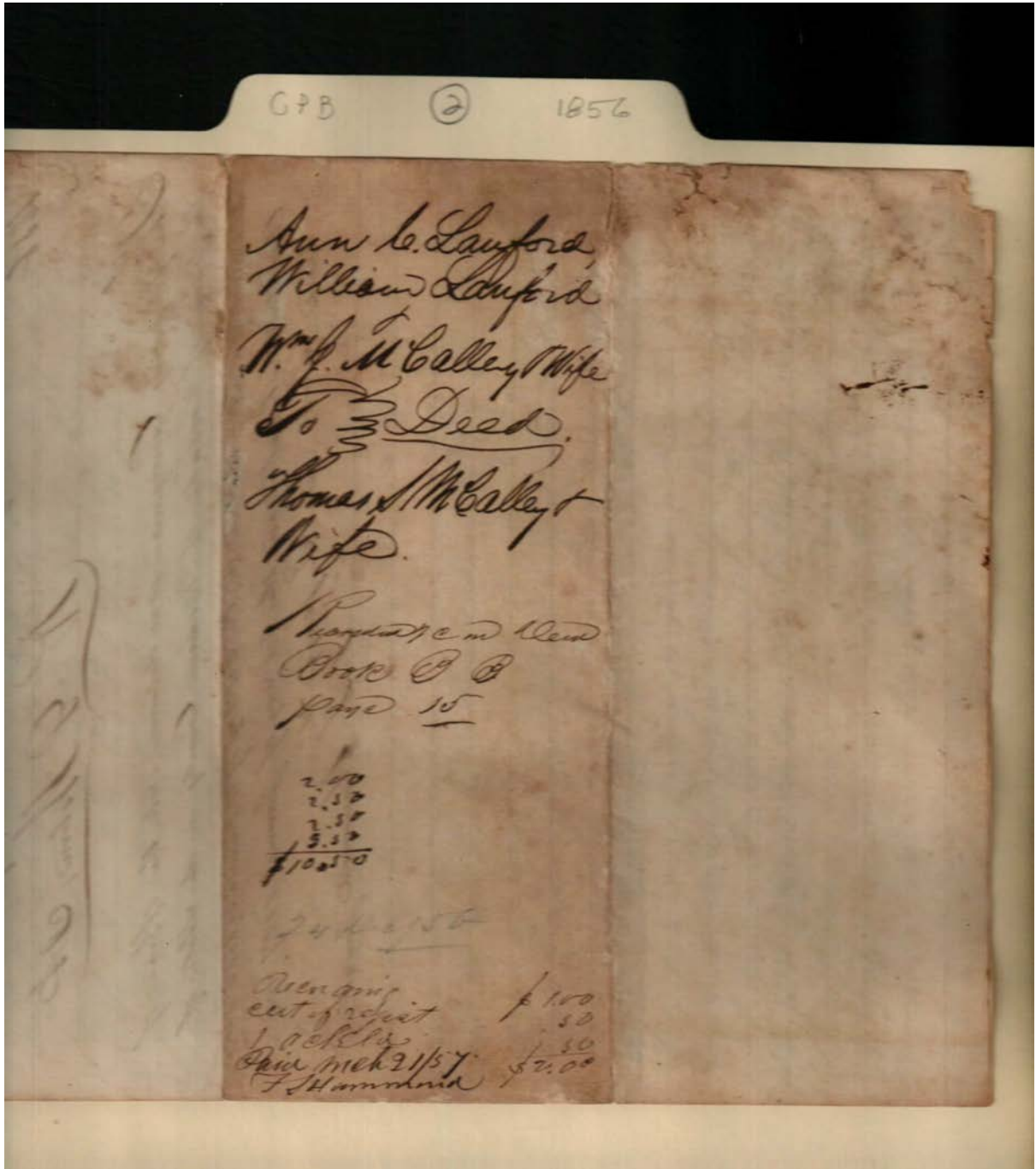
Madison Co., AL

**Types:**

probate court

**Dates:**

February 28, 1856



**Names:**

Lanford, Ann C.

Lanford, William

McCalley, Thomas S.

McCalley, William J.

**Places:**

Madison Co., AL

**Types:**

deed

**Dates:**

1856

C7B      ②      1856

This Indenture made and entered into this      day of July in the year of our Lord eighteen hundred and fifty six, by and between Ann C. Lanford, William Lanford and William J. McCalley, his wife Martha A. C. McCalley, his wife, Lawline M. parties hereto of the first part, and Thomas S. McCalley, his wife, Lawline M. parties hereto of the second part, and all of the county of Madison and state of Alabama, Testifyeth: That the said parties hereto of the first part for and in consideration of the sum of fifty dollars to them in hand paid, the receipt whereof is hereby acknowledged, have this day bargained, sold, aliened, conveyed, released, granted, released, conveyed and confirmed, and by these presents do give, grant, bargain, sell, convey, release, convey and confirm unto said parties hereto of the second part, all their right, title, claims or interest, joint or separately, of any name, kind or description, which they or either of them have or has in and to the following described lot, piece or parcel of land, lying & being in the county & state aforesaid, and known and described as follows, to wit: beginning at the north east corner of the land formerly owned by occupied by Mrs. Locky Russell, widow of Albert Russell, deceased, town in the half section line running east and west, through section three, township four, Range one West, thence 1<sup>st</sup> 15' south of west, one chain and sixty one links to a stake; thence north two degrees east five chains and fifty links to a stake; thence north thirty degrees east twenty five links to a stake; thence north fifty four degrees east fifteen links to a stake; thence south eighty five degrees east two chains, thirty three links to a stake; thence south twelve degrees,

**Names:**

Lanford, Ann C.  
Lanford, William

McCalley, Martha A.  
C.

McCalley, Thomas S.  
McCalley, William J.

Russell, Albert  
Russell, Locky

**Places:**

Madison Co., AL

**Types:**

deed

**Dates:**

July 1856

C7B      ②      1856

1

most five chains and eighty-five links to the beginning  
and containing one acre and twenty hundredths of  
an acre, more or less - and being the same lot,  
piece or parcel of land purchased by the late  
Robert Lanford from Alexander Erskine & wife  
and conveyed to him by them, by deed bearing date  
the eleventh day of July eighteen hundred and thirty-five  
and duly recorded in the proper office of said County,  
in deed Book P. page 449 & seq.

I do hereby give, sell, transfer, convey, and warrant unto  
the said Thomas S. McCalley & wife, their heirs and as-  
signs forever, all the right, title, claim and interest of every name, kind & de-  
scription, which the said parties heirs of the first  
part, either separately, or jointly, have in and  
to the above described lot, piece or parcel of land,  
with the tenements and appurtenances thereto, be-  
longing, or in any wise appertaining, unto them the  
said Thomas S. McCalley & wife, their heirs and as-  
signs forever. And the said parties heirs of the  
first part for themselves, their heirs, executors,  
and administrators do warrant and will forever  
defend all their right, title, claim or interest, of any  
name, kind & description, jointly or separately, as afo-  
said in and to the above described lot, piece or  
parcel of land, to said Thomas S. McCalley & wife,  
their heirs & assigns, from and against themselves,  
the said parties heirs of the first part, and also  
against the lawful title, claim or demand of  
all and every persons or person whomsoever, claim-  
ing or holding by from or under them, or either  
of them. In Testimony whereof, the said parties heirs  
of the first part have hereunto set their hands, the day & year first  
above written.

Witness:

Ann C. Lanford      Seal  
R. Lanford      Seal  
Thos. S. McCalley      Seal  
M. C. McCalley      Seal

**Names:**

Erskine, Alexander

Lanford, Ann C.

Lanford, Robert

McCalley, Thomas S.

**Places:**

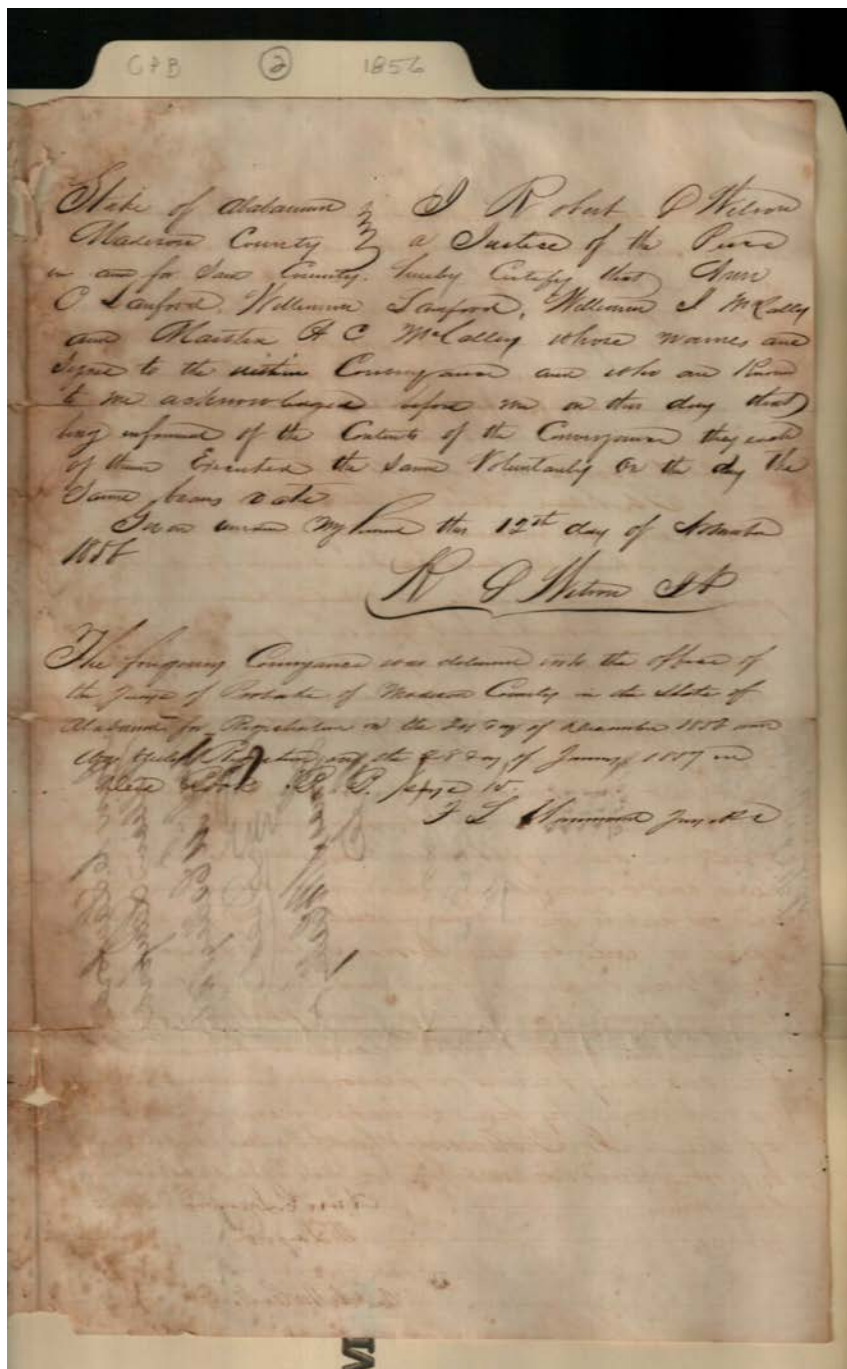
Madison Co., AL

**Types:**

deed

**Dates:**

July 1856



**Names:**

Hammond, F. L.  
Lanford, Ann C.

Lanford, William

McCalley, Martha A.  
C.

McCalley, William J.

**Places:**

Madison Co., AL

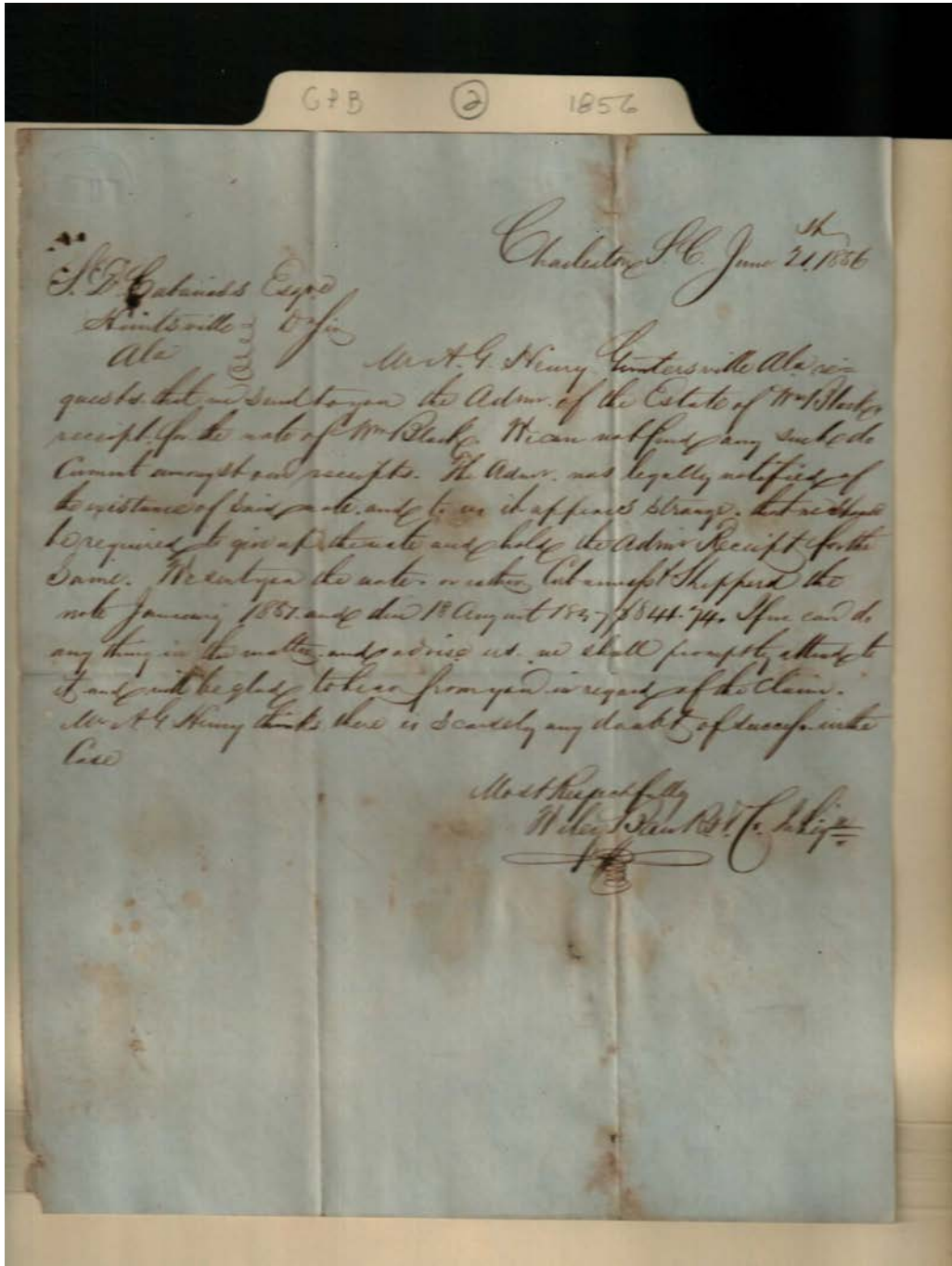
**Types:**

deed

**Dates:**

January 28, 1857

November 15, 1856



**Names:**

Black, William  
Cabaniss & Shepperd

Cabaniss, S. D.  
Henry, A. G.

Wiley, Banks & Co.

**Places:**

Charleston, SC

Guntersville, AL

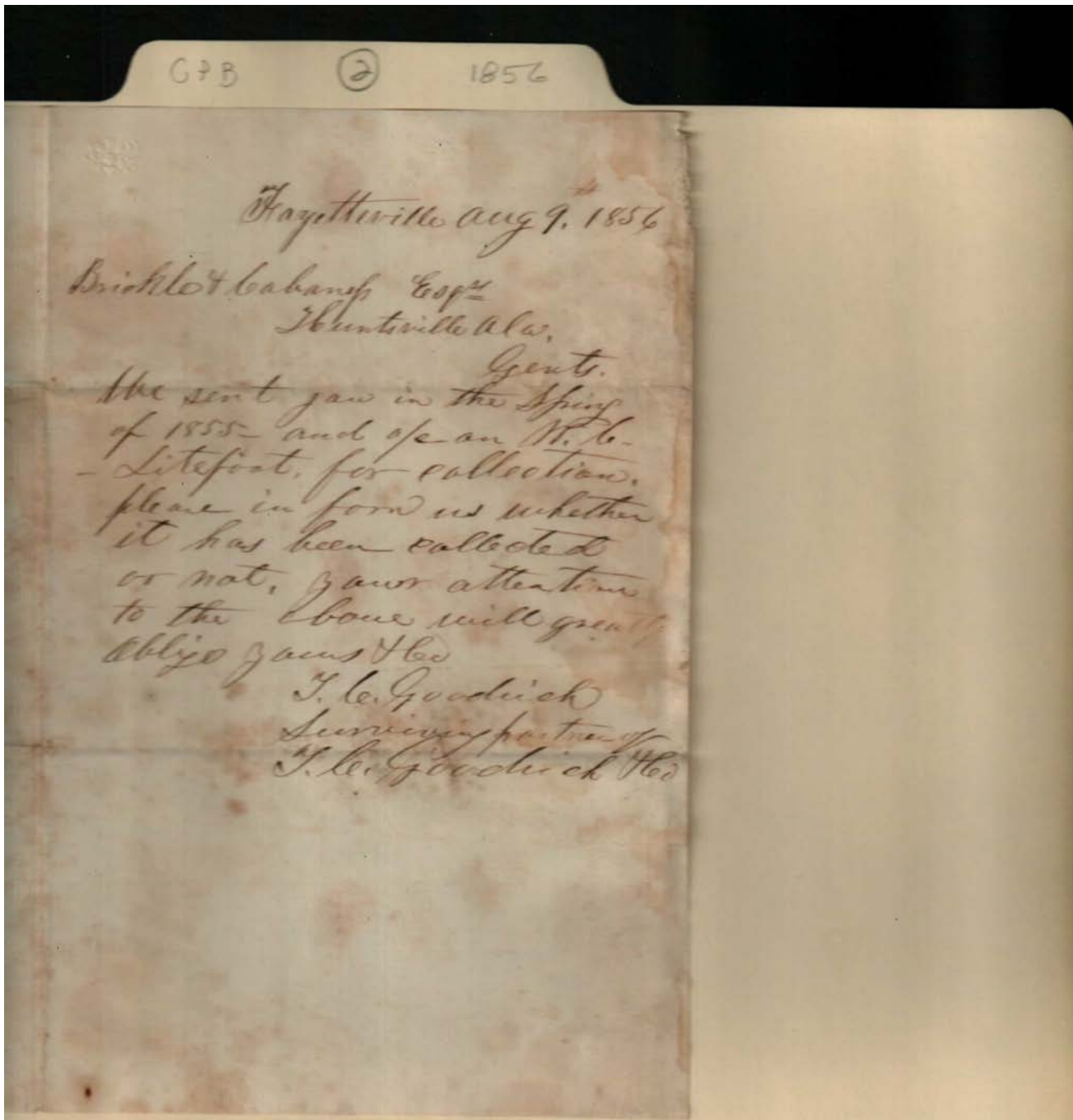
Huntsville, AL

**Types:**

correspondence

**Dates:**

June 21, 1856



**Names:**

Brickell & Cabaniss  
Goodrich, T. C.

Goodrich, T. C. &  
Co.

Litefoot (Lightfoot),  
W. T.

**Places:**

Fayetteville

Huntsville, AL

**Types:**

correspondence

**Dates:**

August 9, 1856

GFB (2) 1856

Washington, D.C. April 1, 1856

Y. Du Bois and Sons

Dear Sir - Your communication of the 29<sup>th</sup> inst. was left at my house this morning by Charles. As the mail goes out this evening I have to forward the interrogatories you request to be sent. I suppose you had pressed a copy of them on me and I would have forwarded them to you at the time. I sent by express of the 30<sup>th</sup> inst. an answer to the one I had in my possession. The answer I first wrote for your honor which I submit to you; which is more full & explicit than the <sup>one</sup> I sent. I retained it because I saw clearly if you put the questions <sup>as</sup> proposed that many of them only required an affirmative or negative answer and therefore thought it advisable to substitute the one I sent you for the first. They are substantially the same in every particular and you will readily discover on reading your questions

**Names:**

Cabaniss, S. D.

**Types:**

correspondence

**Dates:**

April 1, 1856



G7B      (2)      1856

that I have always met you with  
 fresher fish than the old lady. I  
 find you have enjoyed your stay  
 in conversation with a few days ago. He said that you had heard them before  
 the left Havana did not believe she was  
deranged. That you had said one more  
thing at the breakfast to you that some  
people said he (you) was murdered.  
 And that you said when you were  
know old you had known him  
when in interview at Memphis  
time this that you may know this  
I hope I will be in Buntville instead  
to answer much questions as you may  
wish to ask me. Very respectfully  
 G. Davie  
 To G. Cabaniss Esq  
 Buntville  
 Ala

**Names:**

Brown, Mr.

Cabaniss, S. D.

Davie, G.

**Places:**

Huntsville, AL

Memphis, AL

**Types:**

correspondence

**Dates:**

1856

G+B (2) 1856

At Home, on Gilliland's Creek,  
Travis County, Texas, Decr 19<sup>th</sup> 1856.  
Dear Cabaniss,

I wrote you in pencil & put the letter in the Postoffice at Wubberville on yesterday, bought some letter paper, and now with Pen, Ink & Paper confirm all I said in Pencil with this addition - Sell John for the best price you can and as soon as you can. He requires a tight Master, - one that he fears.

On the subject of Money and of Rectors' wants &c, I can say this. Some time in June last he came and paid me one hundred & fifty dollars on a/c of interest. He then told me the note I held on him was all, or almost all he owned in the world and that regardless of his lands or Legacy in all he would pay the entire note this fall. He rec<sup>d</sup> two thousand dollars from Hardy about or shortly before the time he paid me as above mentioned and Mr. Milbaker told me that He - Rector had used or considered portion of said funds from Hardy in relieving his Brother Fielding Rector - or that that was his, Milbaker's understanding. Milbaker told me also some six weeks or more ago, that he was trying

**Names:**

(slave), John

Cabaniss,

Rector, Fielding

Rector, Hardy

**Places:**

Gilliland Creek,  
Travis Co., TX

**Types:**

correspondence

**Dates:**

December 19, 1856

G7B      ②      1856

to get John Coffee to take the first payment  
 on Rector's Land and let him Wilbham know  
 he come pay master to Rector here for  
 the same - If this latter affair is so, or  
 has been consummated you were advised or  
 are advised of the same - The foregoing, &  
 it is the truth of my understanding, it  
 would appear that Rector was not only  
 easy but "in funds" - Besides, He and  
 Wilbham, each, have a negro man on  
 sale in N. Orleans - sold or to be sold,  
 is my understanding because of the  
 latitude in which we live.

Another subject. It is true, this to me, is  
 a Land of Canaan - Palestine; and while  
 I live and am compelled to till the soil  
 I will stay here - but it is large enough  
 for all who are here and ten times ten my  
 many more - and although I have but a  
small part; it is so rich, so well watered  
 and so healthful that I can never move  
 and farm again. I have "The" "little" "Place".

I have got my ground, all, almost ready to plant  
 my entire next year crop - 35 acres cotton & 2. Corn - six  
 wheat, bar looks well - 5 in millet and a small  
 Potatoe Patch - Sup, For God's sake come & see us?  
 We are young and all of young. Elijah Haycamp

**Names:**

Coffee, John

Haycamp, Elijah

Wilbham,

**Places:**

Gilliland Creek,  
 Travis Co., TX

**Types:**

correspondence

**Dates:**

December 19, 1856

GFB      ②      1856

Independence  
Ala May 5<sup>th</sup> 1856

Isaac

You will confer a favour  
on Mary and myself, if you will  
see Mr S. Cabaniss, and get him to  
attain to Col Rawlins estate - if he  
cannot attain to it for me tell him  
to put the business in some responsible  
Lawyers hand who will attain to it

Yours Truly W. G. Love

N.B

I wish her to Administer or  
some order, and for her to give up  
the effects of his estate or give Mary  
her share out of the estate you can  
explain all I told you relative to  
the money due her at his death

Yours Truly  
Love

**Names:**

(Rawlins), Mary  
, Isaac

Cabaniss, S.  
Love, W. G.

Rawlins, Col.

**Places:**

Independence, AL

**Types:**

correspondence

**Dates:**

May 5, 1856

Guntersville  
Dec 3<sup>rd</sup> /56

S. D. Cabaniss  
Atty at Law  
Huntsville  
To Sir

In obedience to your request I herewith send you a statement of the following cases.

Joseph C. Bradley vs S. D. Cabaniss & D. C. Morgan & Lewis Manning	damages Court Cost Judgment 13 <sup>th</sup> March 1856	\$ 316 57 10 78
Credit the Judgment with \$130.68 Sept 11 <sup>th</sup> 1856 Walter Cabaniss Brickell.		
By Court Paid before Judge P. W.		
Sal of Cotton 3 <sup>rd</sup> March 1856 \$185.16		
of 369 84		
of 52 95		
In favor of Sept, the above credit of \$130.68 seems to have been paid at last Sept Court.		
Joseph C. Bradley vs Edward Robbins Joseph M. Carter	damages Court Cost Judgment 13 <sup>th</sup> March 1856	\$ 465 32 9 35
Credit the above Judgment with your sum and I herewith send you \$425.45 Sept 3 <sup>rd</sup> 1856.		

I have since an execution in the case of Bradley vs Robbins & Carter but in the other case you will see that it is ever paid according to

**Names:**

Bain, J. S.  
Bradley, Joseph C.  
Cabaniss, S. D.

Carter, Joseph M.  
Manning, Lewis  
Morgan, D. C.

Robbins, Edward  
Walker, Cabaniss &  
Brickell

**Places:**

Huntsville, AL

**Types:**

statement

**Dates:**

December 3, 1856

GFB      ②      1856

The courts give it maybe that you give  
the credit of the cotton when you was here in  
Sept as I have no recollection of them paying you  
any thing I will issue the execution at any rate  
into your hands at the end of 1846 or Sept 1846  
and you can inform me whether it is correct or not  
I have no idea when you will get this letter as  
we have no mail from your place I have not  
seen a paper in two weeks I think the Government  
ought to appoint a Special Mission to enlighten this  
barren land

Clapp has in some thing like thirty three years  
on the case against Parker Taylor & Co & Exhibits  
If you should see any one coming over here I  
wish you would send me some Supreme  
Court transcript paper say about one page and  
don't forget it if you please

your friend  
S. K. Rayburn

**Names:**

Clapp,

Parker, Taylor & Co.

Rayburn, S. K.

**Places:**

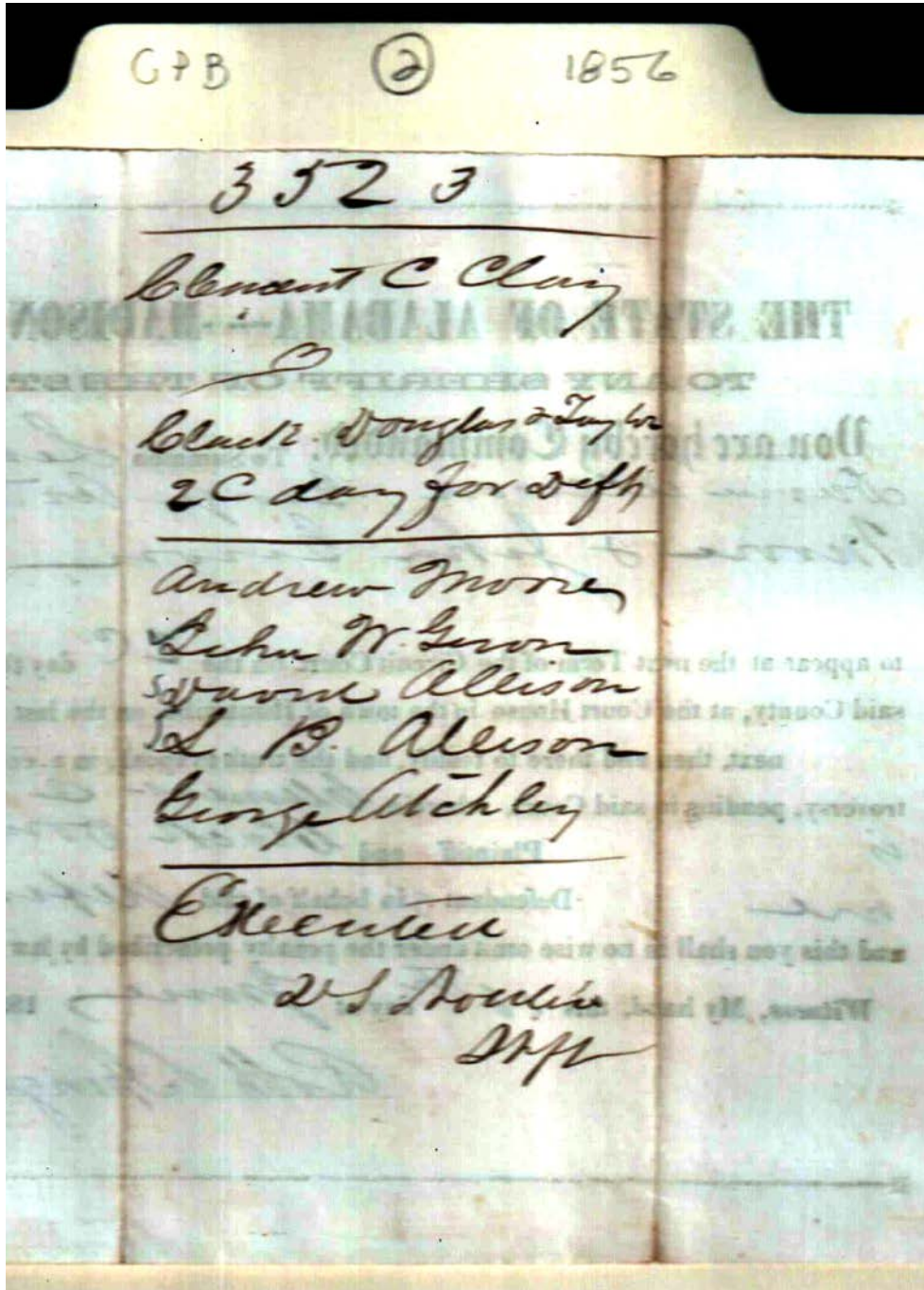
Guntersville, AL

**Types:**

statement

**Dates:**

December 3, 1856



**Names:**

Allison, David  
Allison, L. B.  
Atchley, George

Clack, Douglass &  
Taylor  
Clay, Clement C.

Geron, John W.  
Moore, Andrew

**Places:**

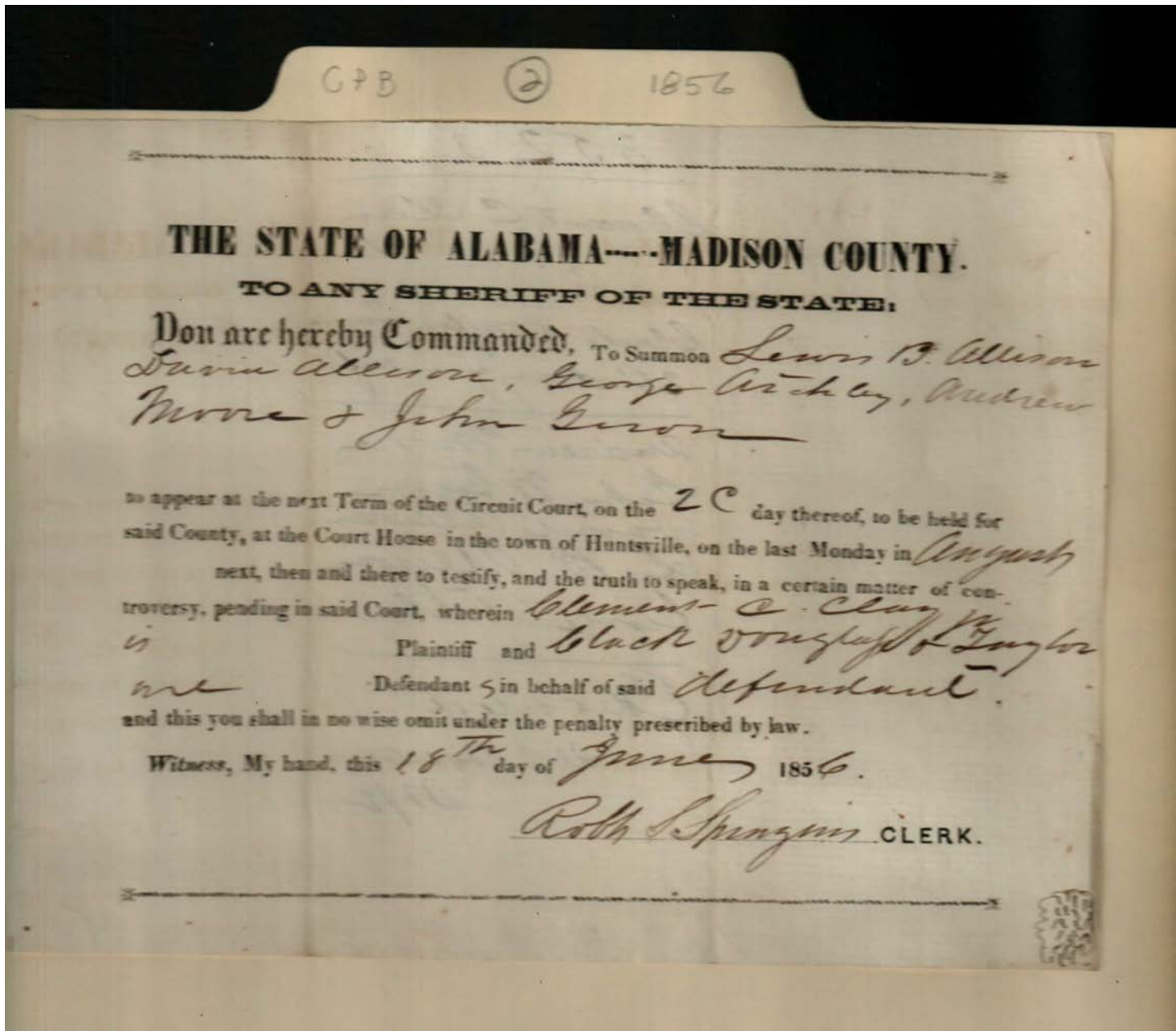
Huntsville, Madison,  
AL

**Types:**

court order

**Dates:**

June 18, 1856



**Names:**

Allison, David  
Allison, Lewis B.  
Atchley, George

Clack, Douglass &  
Taylor  
Clay, Clement C.

Geron, John  
Moore, Andrew

**Places:**

Huntsville, Madison,  
AL

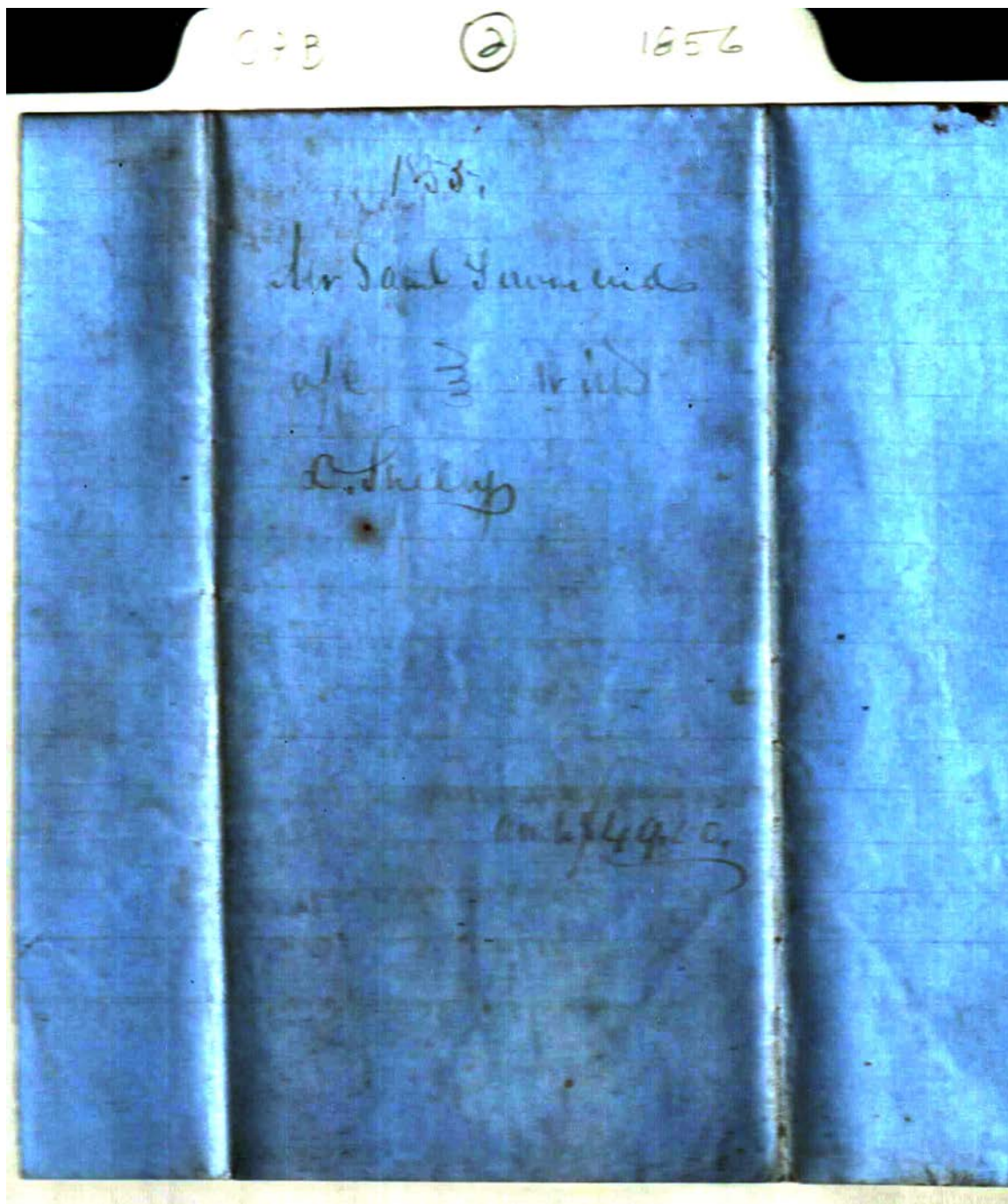
**Types:**

court order

**Dates:**

June 18, 1856





**Names:**

Shelly, D.

Townsend, Samuel

**Types:**

memo

C.P.B.      ②      1856

Mr Samuel Townsend to Shelly Co		
1855	to Mrs Anne Shelly -	3.50
	to Mrs Anne Shelly (250) -	3.50
	to Cape Shelly -	1.00
2	to Mrs & Supt's Quinia Alley -	3.50
	to Cape Alley -	1.00
	to Mrs Anne Shelly & Alley -	3.50
3	Per a Quinia woman -	1.50
11	to Mrs Anne George -	3.50
	to Cape George -	1.00
	to Supt's Quinia -	1.00
12	to Mrs Anne George -	3.50
	to Supt's Quinia -	35
	to Mrs Anne Shelly George -	2.50
13	to Mrs Anne George -	3.50
14	to Mrs Anne George -	3.50
15	to Mrs Anne George -	1.50
	to Mrs Anne Shelly George -	1.50
	to Supt's Quinia George so do -	1.00
	to " " Woman so do -	1.00
16	to Mrs Anne George -	3.50
	to Supt's Quinia -	35
17	to Mrs Anne George -	3.50
	to Mrs Anne Shelly George -	1.50
	Amount -	\$49.00
		22.50
		44.00

Recd pay Shelly  
May 12<sup>th</sup> 1856.

**Names:**

Shelly, D.

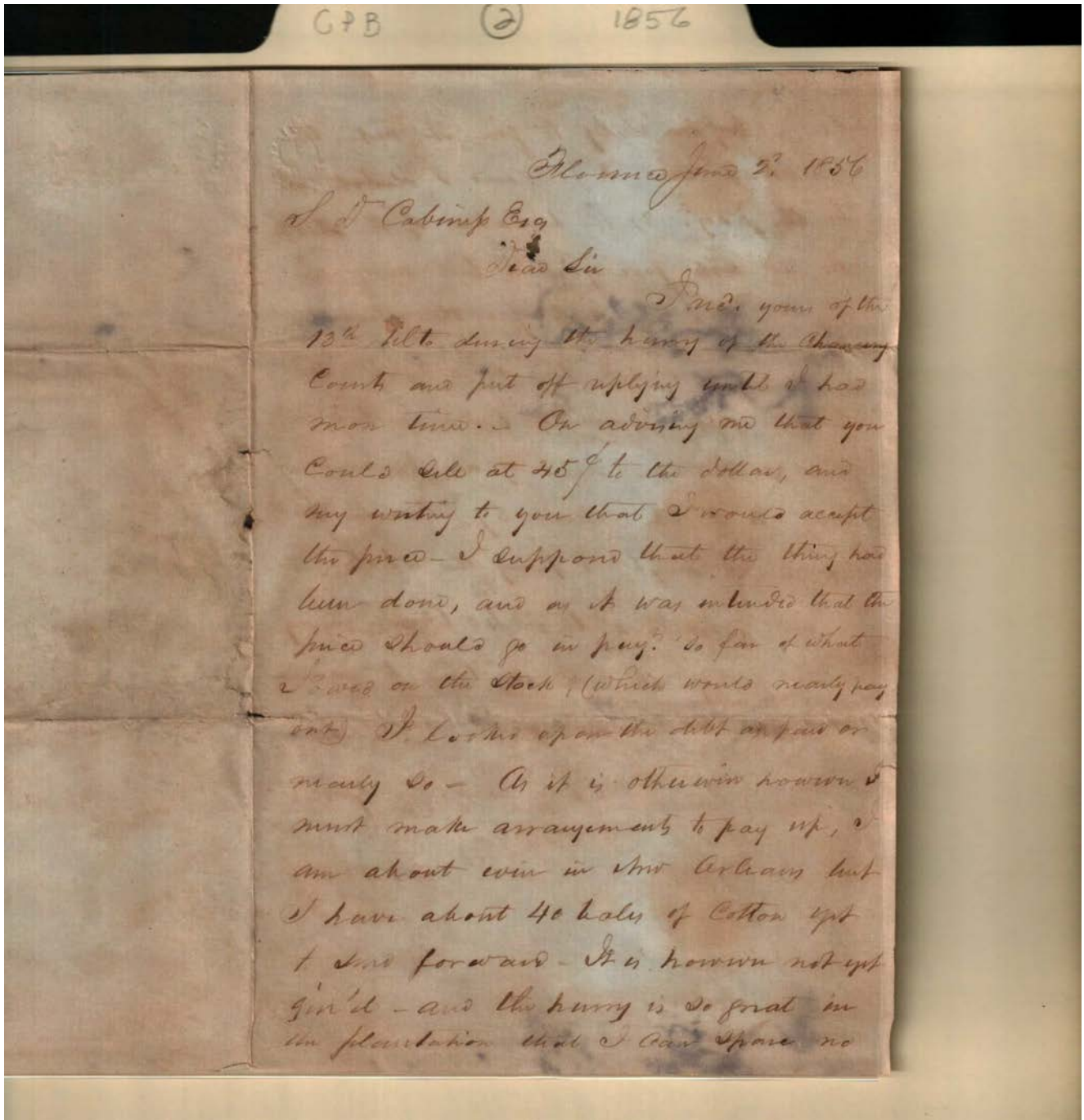
Townsend, Samuel

**Types:**

account

**Dates:**

May 12, 1856



**Names:**

Cabaniss, S. D.

**Types:**

correspondence

**Dates:**

June 2, 1856

time before July to give it out then  
I shall send it forward & devote it  
to the pay<sup>t</sup>. of the balance of the State  
or I will give you a bill now on  
my next year cert for the whole  
I make this offer as the 40  
bales will leave a balance behind  
and a bill on next year's harvest  
(July 10 to 15<sup>th</sup> Mar 87) can be made  
large enough to pay the whole  
But altho' 40 bales may  
not pay all I intend to make  
up the deficiency in money  
Very Resp<sup>t</sup> Yours  
J. Irvine

**Names:**

Irvine, James

**Places:**

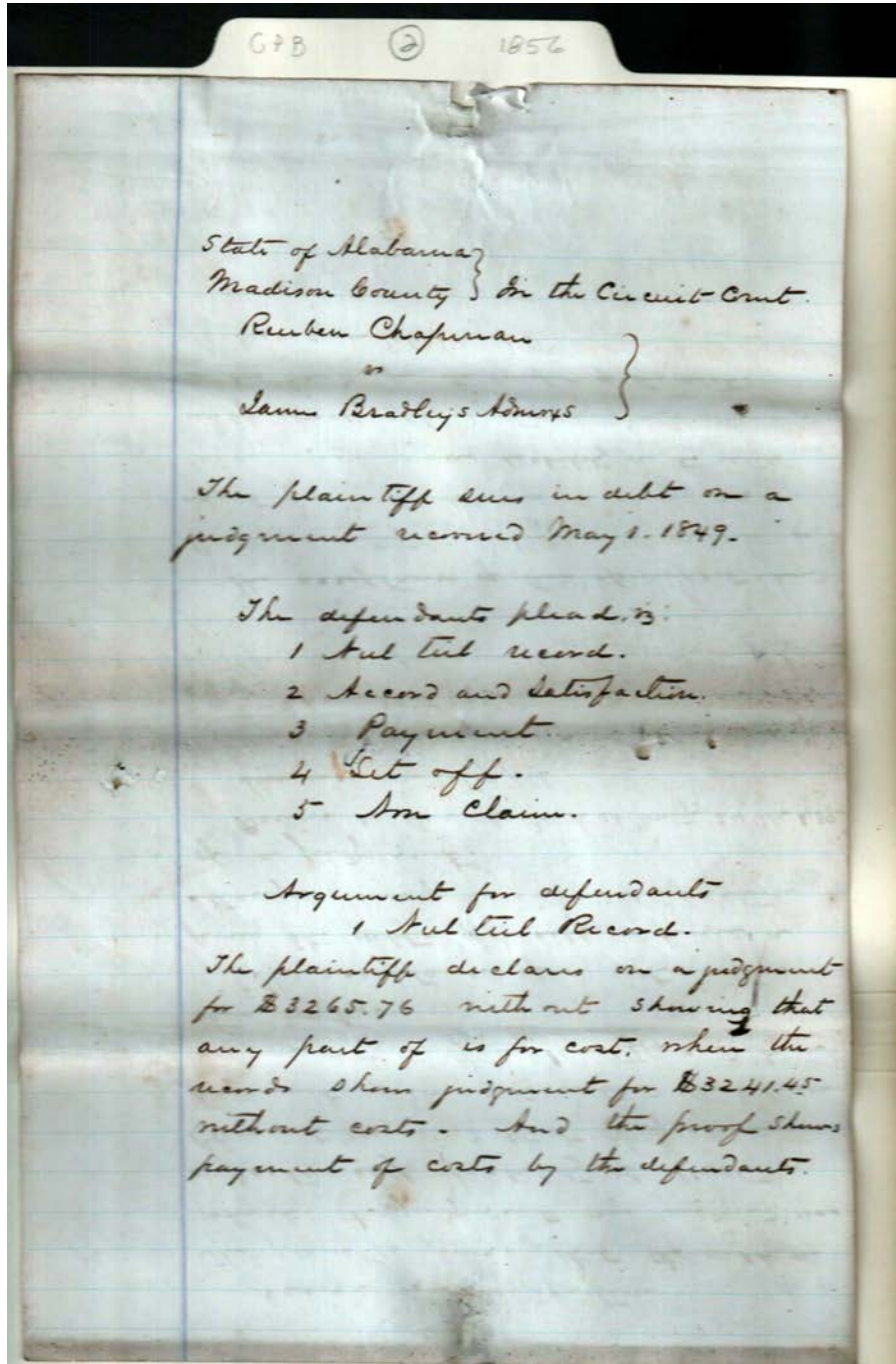
Florence, AL

**Types:**

correspondence

**Dates:**

June 2, 1856



**Names:**

Bradley, James

Chapman, Reuben

**Places:**

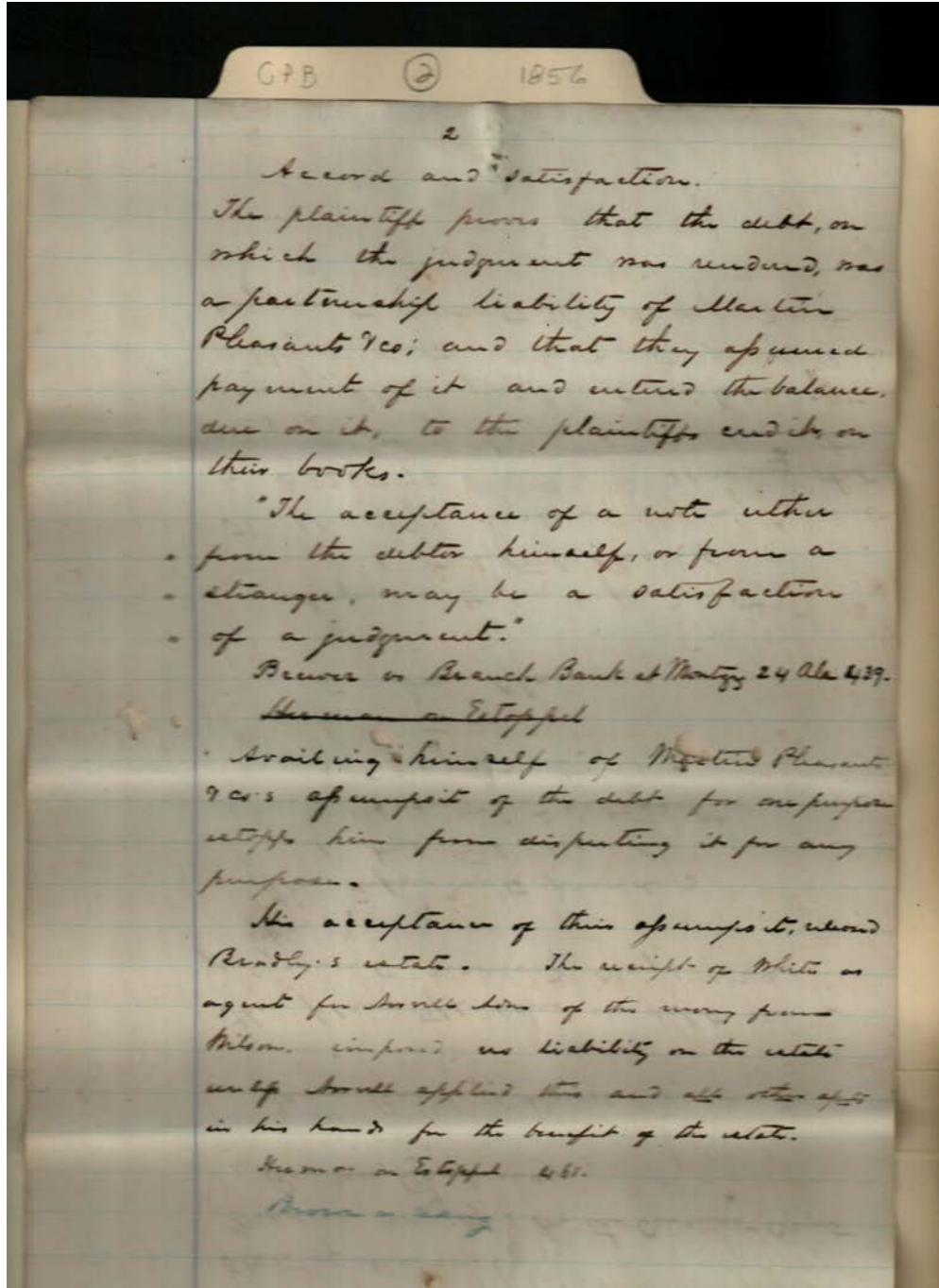
Madison Co., AL

**Types:**

brief

**Dates:**

1872



**Names:**

Bradley estate

Martin, Pleasants &  
Co.

**Places:**

Madison Co., AL

**Types:**

brief

**Dates:**

1872

3

If Pleasants' half of the judgment was paid by or for him. Bradley's half was overpaid by \$60.51 on the 8<sup>th</sup> March 1856.

vs:

1849 May 1.	Amt of Judgment on Pleasants & Bradley	3241.45
	Bradley's half	1620.72
	Int to Dec 17/49. 7 mo 16 days.	81.39
		1702.11
1849 Dec 17	Paid by Bradley	500.00
		1202.11
	Int to April 12/53. 3y 3mo 25 days.	319.20
		1521.31
1853 Apr 12	Paid by J B Bradley Adm	500.00
		1021.31
	Int to March 8/56. 2y 10mo 25 days.	237.17
		1258.48
1856 March 8.	Paid by Norvell Adm	1314.89
1854 Aug 7	"	4.10
		1218.99
	Overpaid March 8/56	\$ 60.51
	Int to July 8/73	83.90
		\$ 144.41

That Pleasants' half of the judgment was paid is established by the facts: viz:  
 1 That J. C. Bradley paid Pleasants' half of the costs and departed with Bradley Wilson & Co. Aug 15/49. \$1374.72 for Pleasants "to pay Chapman" Why this particular

**Names:**

Bradley, J. C.

Bradley, Wilson &  
Co.

Norvell,  
Pleasants,

**Places:**

Madison Co., AL

**Types:**

brief

**Dates:**

1872

GFB      ②      1856

deem - corresponding <sup>in</sup> add cents with Pleasants half - unless it was the balance due on Pleasants part of the debt?

1 J C Bradley was the brother of James Bradley and security for his administrators. Would he have divided the costs for Pleasants with his brother's estate and left more than half the debt for his brother's estate to pay?

2 No further payment was ever required of Pleasants' estate, and the impression of its administrator was that <sup>part</sup> it was settled through Bradley Wilson & Co.

3 The plaintiff himself was under the impression that Pleasants' half had been paid; he was presented the claim to Pleasants' administrator; he told the defendants' attorney that Pleasants paid his half and Bradley asked indulgence on his; and he refused to swear that it was not paid; he only swears Pleasants' discharge.

4 Both administrators of Bradley's estate must have been under the impression that Pleasants' half was paid. For it was their duty to see that this was done. One of them administrators is dead; the other's deposition was taken in this

**Names:**

Bradley, J. C.  
Bradley, James

Bradley, T. B.

Bradley, Wilson &  
Co.

Pleasants,

**Places:**

Madison Co., AL

**Types:**

brief

**Dates:**

1872



G & B      ②      1856

came, of which the plaintiffs had notice - and he failed to cross examine him. This administrator testifies to a payment by him of \$1314.89 on March 8, 1856. Why this particular sum, occurring into odd cents, unless it was a settlement of Bradley's half? and if it was not such a settlement, why did not the plaintiffs negative such an inference by a cross examination of the trustee? It was very near the balance due on Bradley's half - only \$60.02 more. A mistake in the date of the payments by James Bradley and T B Bradley might have made this difference in the calculation of interest.\*

Can the impropriety of all these parties, acted upon for nearly odd years, be outweighed by the absence of the plaintiffs receipt for the \$246. required to make up Pleasant's half of the debt, when the plaintiffs himself will not swear that it was never paid? \*\*

There is another view of the facts equally conclusive in support of the plea of payment. viz:

B

\* The plaintiffs can not testify as to any declaration of or transaction with James Bradley or his deacons. Mrs. J B Bradley. 46 Ala 580. But the defendant has given him an opportunity and he swears from presentation to J B Bradley - no disburse payment of Pleasant's half the debt. Answer to Dea's sworn to July 15, 1872

**Names:**

Bradley, James

Bradley, T. B.

**Places:**

Madison Co., AL

**Types:**

brief

**Dates:**

1872

GFB      ②      1856

The only execution ever issued on the judgment was in 1849, which was never returned. And but for the statutory modification of the common law rule, this would have been a satisfaction of the judgment. Act of 1834. Clays Digest 207, § 28.

Some thirty years have elapsed since the last execution was issued, and some fifteen since the last payment. This raises the presumption of payment.

Clays Digest Page 207 § 28.

In Collins *vs* Boyce 14 Ala 505. Judge Dargan construed the Act otherwise. But he was plainly wrong; and the language of the law as carried into the Code gives the true construction. Revised Code § 2830.

Again, if a Judge Dargan held, the only intention of the legislature was to allow an alias execution without Scirefacias or action of debt, simply. — then it did not modify the common law effect of the want of return of the execution, but left the presumption of payment and satisfaction to follow on the conclusion of law!

The only proof wanting is a to have Pleasants paid \$246 of his part. Lapse of time raises the presumption of payment. And the plaintiff says not about the presumption. He only desires that Pleasants or any one else was discharged?

**Names:**

Pleasants,

**Places:**

Madison Co., AL

**Types:**

brief

**Dates:**

1872

4

Set off.

The payments on Bradley's half of the debt were paid by \$8052 on March 8, 1856, for which sum with interest from that date the defendants should have judgment against the plaintiff as residue of set off.

As the plaintiff sued for the whole judgment cost and interest, refused to admit any payments and forced the defendants to trouble and expense in proving them; the defendants ought to be allowed their election to treat their credits as payments or set off. As payments, they only stop interest. As set off, they bear interest. And this makes a considerable difference. viz.

1849 May 1	Amount of Judgment	3241.45	
	Set to July 16/73. 24 yrs 2 mo 15 ds.	6277.58	
		\$9519.03	
off Sets			
1849 Aug 15	Payment by Pleasants	31374.72	
	Set to July 16/73. 23 yrs 11 mo 1 ds.	2638.26	4004.98
1849 Dec 17	Payment by James Bradley	500.00	
	Set to July 16/73. 23 yrs 6 mo 23 ds.	942.15	1442.15
1853 April 12	Payment by T B Bradley Sr	500.00	
	Set to July 16/73. 20 yrs 2 mo 4 ds.	810.37	1310.37

**Names:**

Bradley, James

Bradley, T. B.

Pleasants,

**Places:**

Madison Co., AL

**Types:**

brief

**Dates:**

1872

G7B (2) 1856

1854 Aug 7	Payment by R. B. Norvell due	4.10	
	but to July 16/54. 14 yrs 11 mo 9 days.	6.75	10.85
1855 March 8	Payment by R. B. Norvell due	1314.87	
	but to July 16/54. 17 yrs 4 mo 23 days.	1825.51	3140.40
	Amount of offsets & debit		9909.75
	" Debit & debit	9519.03	
	Residue of offset	390.73	9909.75

As the plaintiff claims the whole debt, with interest on the whole, all the time, he can not object to the defendants being allowed interest on their credits. If he will not let their credit stop interest, he must allow them to bear interest.

This election is damaging to the plaintiffs case. The offsets occur on the debt after accounting for Pleasants' deficit of \$246. by \$390.73.

If the defendants were required to pay the \$246 of Pleasants' part with interest, and all the credits were counted as partial payments instead of offsets, the plaintiff could claim \$947.30 on the balance due him viz:

**Names:**

Norvell, R. B.

Pleasants,

**Places:**

Madison Co., AL

**Types:**

brief

**Dates:**

1872

3.

Date	Description	Amount
1849 May 1	Amount of judgment	3241.45
	Int to Aug 15/49. 3 mo 15 dgs.	75.62
		3317.07
" Aug 15	Paid by Pleasants	* 1374.72
		1942.35
	Int to Dec 17/49. 4 mo 2 dgs.	52.66
		1995.01
" Dec 17	Paid by Sam Norvell	500.00
		1495.01
	Int to April 12/53. 3 yr 3 mo 25 dgs.	377.00
		1892.01
1853 April 12	Paid by J. B. Bradley firm	500.00
		1392.01
	Int to March 8/54. 2 yr 10 mo 25 dgs.	323.55
		1715.56
1856 March 8	Paid by R. B. Norvell firm 1314.89	
	" Aug 7/54 4.10	1318.99
		396.57
	Int to July 16/73. 17 yrs 4 mo 2 dgs.	550.73
		\$947.30

But his election to damn interest on the whole of his debt, dis regarding the credits, entitles the defendants to interest on their credits. It was at his election whether the credits should simply stop interest or bear interest. By refusing to let them stop interest, he elects for them to bear interest. This makes a difference of \$1525.12

\* The deposit was made Aug 15/49 and Chapman was paid on Dec 17/49 as he gave that time, with the balance of \$1000/00, the amount of 1849/51, which he had then given. The judgment should be credited with the deposit.

**Names:**

Bradley, James

Bradley, T. B.

Norvell, R. B.

Pleasants,

**Places:**

Madison Co., AL

**Types:**

brief

**Dates:**

1872

G7B (2) 1856

and enters them to a judgment against  
him of \$398.72. instead of a judgment for  
him against them of \$947.30.

Give him the pound of flesh he claims:  
But let him pay for the blood he spills.

**Places:**

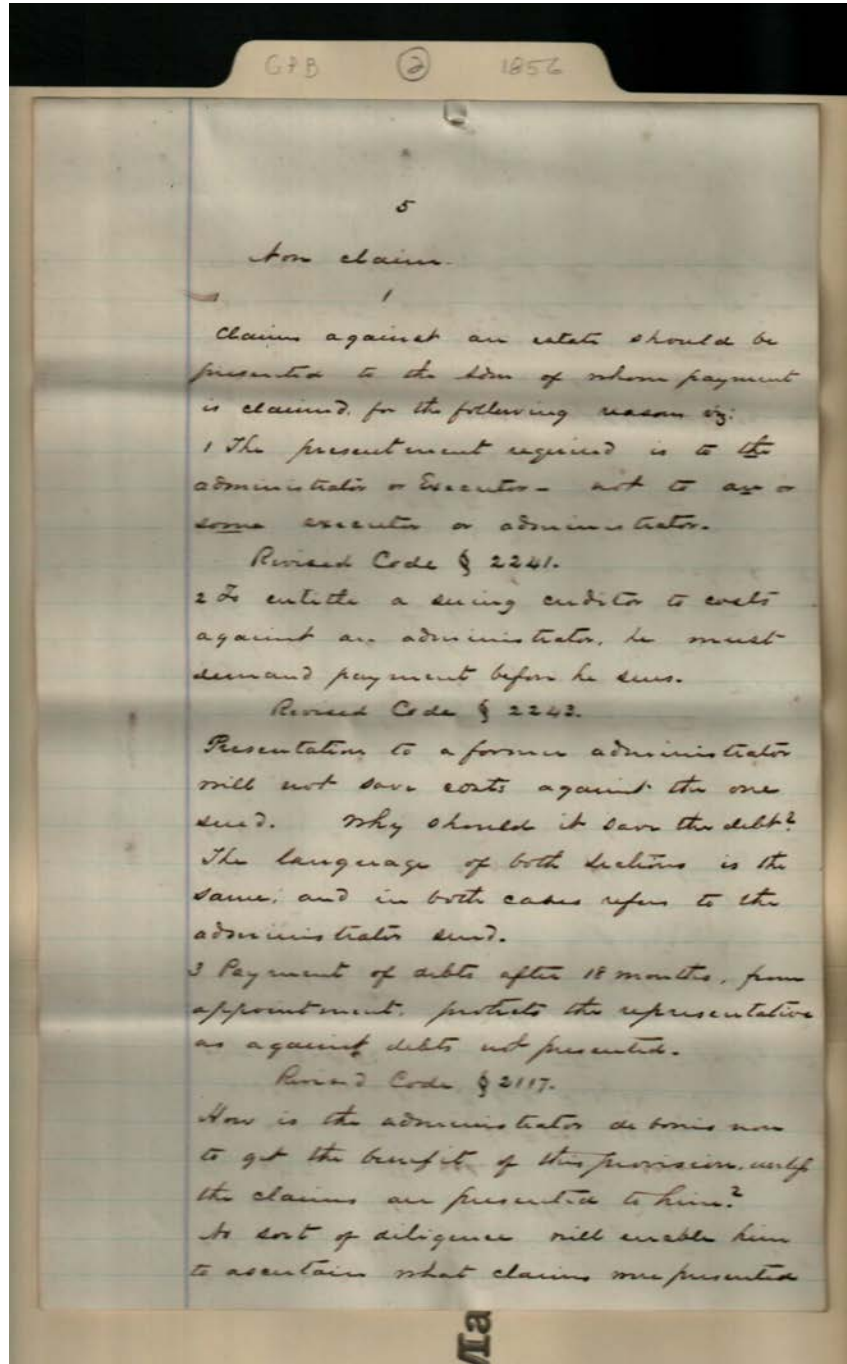
Madison Co., AL

**Types:**

brief

**Dates:**

1872

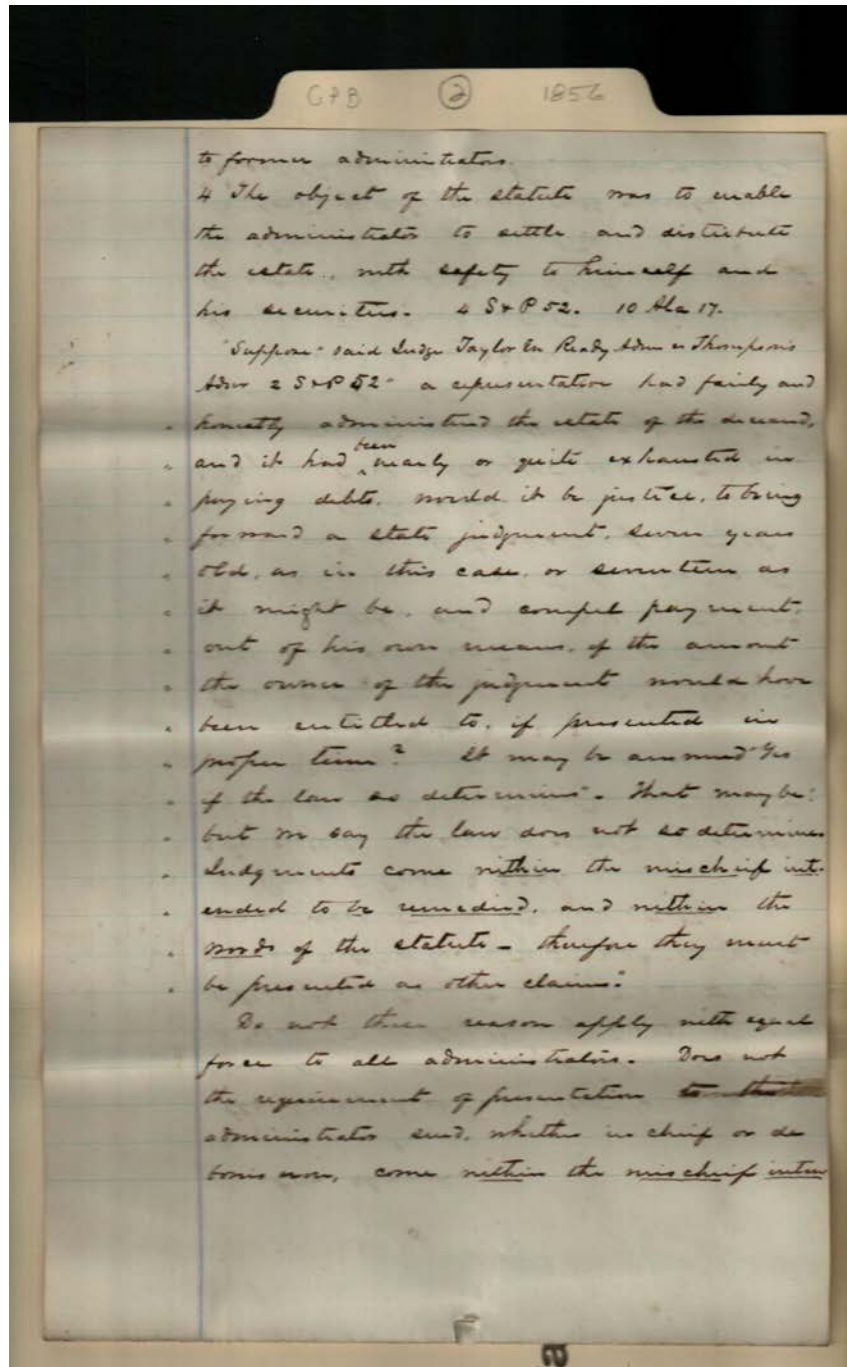


**Types:**

legal notes

**Dates:**

1872



**Types:**

legal notes

**Dates:**

1872



GFB      ②      1856

4

ded to be recorded, and within the words of the statute - "the administrator."

Would the Probate Court allow an administrator de bonis non to retain the op<sup>ts</sup> of an estate in his hands, against the claims of distributees, for thirty years, that the statute of limitations might bar all out standing judgments against his intestate?

Nothing left would protect him unless he can avail himself of the statute of Non Claims.

There is no priority between successive administrators of an estate. 20 9 6 Ala 370

The statute of non claim was passed in 1815 and for thirty one years an administrator de bonis non could not require an settlement of his predecessor. Each assumed for his own administration alike to the creditors and distributees. They were separate and distinct administrations 20 8 6 Ala 370

The Supreme Court has had the question as to the requirement of presentation of claims to the administrator de bonis non, yet no consideration, without deciding it.

Hayward v Purdon 3 Port 43.

Lambeth v Parker 6 Ala 370 (1822).

So that it is yet an open question. And as

No. 3 P. 45 was an issue on Non Claims by Admin de bonis non. Circuit Court in the 1st try to disingard it as in material. Supreme Court held it to be wrong whether the issue was in material or not. just the case.

**Types:**  
legal notes

**Dates:**  
1872

GFB (2) 1856

the requirement, of presentation to an administrator de bonis non, imposes no hardship upon the creditor, as he can file his claim or a statement of it, the Probate Court, and as it is necessary to enable the administrator de bonis non to safely settle and distribute the estate; it is within the mischief to be remedied, within the letter and spirit of the act, and indispensable.

2

The claim said on was more actually presented to T. B. Bradley than in chief within 18 months from the grant of letters of administration to him.

His act or admission of himself as administrator de bonis non could revive a claim barred by failure to present it to the administrator in chief. So could any act or admission of the administrator in chief have had that legal effect to revive a claim from the bar of the statute of non claims.

Branch Bank at Decatur v. Hawkins 12 Ala. 750.

The only fact tending to show a presentation is the payment by T. B. Bradley to him April 12, 1853 of \$500. But the weight of that is more than counterbalanced by other circumstances. —

The payment was made by J. C. Bradley's

\* Rogers v. Braden in Decatur 9 Ala. 20 Ala. 247

**Names:**

Bradley, J. C.

Bradley, T. B.

Norvell,

**Places:**

Madison Co., AL

**Types:**

brief

**Dates:**

1872

GFB      ②      1856

\* Payment by an administrator raises the presumption of presentation because without presentation he could not legally make the payment. But in this case, indulgence on Bradley's half must be considered a division of the debt; and a payment on his part need not raise presumption of presentation of more than his half. Payment on Bradley's half need not raise presumption of presentation.

He was the uncle and security of the administrator. The funds of the estate were deposited with his house. Having made payment of Pleasant's part, it is probable that he and not the plaintiff insisted on this payment for his brother's estate. The payment was made to Bradley Nelson's and not to Chapman. And Chapman's own testimony negates the presentation to J. B. Bradley. \*

He is asked "was the claim sued on ever presented to an administrator of said late Sam Bradley's?" If yes, state when and where, to what administrator and by whom? He answers "said judgment was presented to said Howell as such administrator of said late Sam Bradley's estate. I don't recollect when or where the presentation was made. It was made by me." See interrogatory 8 and answer thereto.

This is an admission that he knew of no presentation to J. B. Bradley adon in chief.

As all the parties were under the impression that Pleasant's half was paid (the plaintiff does not deny that it was paid, he only denies that Pleasant or any one else was discharged from liability) if presentation had been made

**Names:**

Bradley, J. B.  
Bradley, James

Bradley, Wilson &  
Co.

**Places:**

Madison Co., AL

**Types:**

brief

**Dates:**

1872

GPB (2) 1856

it would have been of only Bradley's half, and that half has been well paid by his administrators. \*

If presentation is claimed by matter to the Administrator of some balance due on the judgment without informing what that balance was, or insert that is insufficient.

Admission that part of an account is correct without stating what part, will not authorize a recovery for any part.

Matson vs Byard 6 Ala 393.

So a valid presentation must show what is claimed or give data from which the amount may be calculated.

The object of the law is to inform the administrator what is claimed against the estate - not that there is a claim. That any part of Pleasant's half was claimed of T B Bradley is inconsistent with the admissions of all parties that it had been paid.

Knowledge, of the existence and amount even of the debt alone is not a presentation.

The statute of non claim exempts the debtor and requires some positive act of the creditor to negative the supposition that he waives his claim. 10 Ala 17. 17 Ala 291.

Notice by deed of equity, requiring holder to sue the principal, and describing the wisdom of debt, is not a presentation nor waiver of it.

Clark edn v Washington 44 Ala 291.

3

**Names:**

Bradley, T. B.

**Places:**

Madison Co., AL

**Types:**

brief

**Dates:**

1872

GFB      ②      1856

Let each juror imagine himself in the place of the parties and see what his view of the matter from their stand points would be.

Suppose that you in place of the plaintiff had received this judgment, had really forgotten the payments made to you, and twenty two years afterwards, when both defendants were dead, brought suit for the entire debt interest and costs; suppose you were now to find positive proof that all of Bradley's half had been paid by himself and his administrators, that Pleasant<sup>who</sup> did not need or ask for indulgence, had deposited with your Commissioner Merchant soon after the rendition of the judgment a particular sum of money in odd dollars and cents, the odd cents corresponding with his half of the debt, "to pay you", which all the parties for twenty years supposed to be his half, and that Bradley and Pleasant each paid one half the costs - would you find any justification for continuing the suit in the fact that Pleasant's deposit lacked \$246 of being his half

**Names:**

Pleasants,

**Places:**

Madison Co., AL

**Types:**

brief

**Dates:**

1872

GFB      ②      1856

and that you could not remember from that deficiency of \$246 was accounted for?

Would you not say, I had forgotten the payment by Sam Bradley yet Martin Pleasants books show it and I now remember it: I was positive that J B Bradley did not pay me \$500 but I find that he did and that I gave the receipts for it: and I see that Bradley and Pleasants paid the costs when I suppose that I did.

Misplaced confidence in my own recollection was about to make me wrong on dead man's estate by recovering money which was not due me. I was wrong in these instances, and there is stronger reason for distrusting my want of memory about the \$246. Pleasants did not ask for indulgence and it is not likely that he would have fallen short this small sum. I and all other parties connected with the matter supposed for twenty years that his part was fully paid. The very strong probability is that the \$246 was applied in some way that I can not now recollect. Perhaps I went to pay my attorney C. C. Clark and Silas Parsons.

**Names:**

Bradley, J. B.  
Bradley, James

Martin, Pleasants &  
Co.

**Places:**

Madison Co., AL

**Types:**

brief

**Dates:**

1872

GFB ② 1856

it is more reasonable that we should  
forget in thirty years how a matter  
was arranged, than that all parties  
should be mistaken <sup>for that length of time</sup> about its having  
been arranged at all. I therefore  
abandon ~~all~~ ~~my~~ ~~former~~ claim upon  
any balance on the judgment.

If this is what you would have  
done in your own case, then do for  
the plaintiff what you would have  
done for yourself.

Now imagine yourself in the  
defendants' place.

Suppose you had taken the ad-  
ministration of James Bradley's estate  
in 1866, had gathered up the assets  
of the estate and paid off all debts  
except this; that in 1868 you heard  
of the plaintiff's claim and found that  
it was on a judgment rendered in  
1849 against Bradley and Pleasant,  
that the only execution issued on it  
was in 1849 and never returned and  
that no credit or satisfaction was  
entered of record; that you asked  
the plaintiff if Pleasant what  
was due on it and he answered that  
he did not know - that payments

**Names:**

Bradley, James

**Places:**

Madison Co., AL

**Types:**

brief

**Dates:**

1872

GFB      ②      1856

\* which you will take as prima facie evidence of his title and the  
 reasoning only the right of your estate.

had been made on it but to what amount he could not tell; that you asked him if Pleasants estate ought not to pay half and he said "No! Pleasants paid me his half of the debt. Bradley asked indulgence on his which I gave." Suppose the first administrator was dead, the second out of the state, and you had no books or papers of either: you inform the plaintiff or his attorney that Martin Pleasants & Co books show a pay ment of \$500 by Sam Bradley and he says the books are not proof of the payment: You say that Pleasants deposited with Bradley Wilson & Co to pay his half, and he says from that the plaintiff received it: you show that Bradley Wilson & Co charged Bradley's estate with \$500 paid plaintiff and he requires you to prove that this was not on another debt: you tell the plaintiff to make affidavit of the amount due on his debt, and he declines to do this but sues for the whole amount of judgment cost and interest: you demand an inspection of any written acknowledgment

**Names:**

Bradley, James

Bradley, Wilson &  
Co.

Martin, Pleasants &  
Co.

**Places:**

Madison Co., AL

**Types:**

brief

**Dates:**

1872



G & B      ②      1856

6

ment of the presentation of his claim by any previous administrator and a statement of the payments made and balance due, which he fails to give: you file interrogatories to him, he withholds his answers and moves to suppress the interrogatories: he denies that T B Bradley paid him \$500 and you find his duplicate receipt: He does not admit the payment by Bradley Wilson & Co and R B Norvell and you are forced to trouble and expense in taking this deposition: you offer to deposit with him whatever amount he claims without <sup>with security or</sup> interest, to await the termination of his suit, he declines but attaches friends of the estate in Virginia; his suit in Virginia is under affidavit of agent as to the amount of the debt and he claims cost and quite all credits not proved by deposition of J C Bradley and Norvell: He admits here the payment by James Bradley but in the affidavit of debt in Virginia it is omitted: thus the payment of T B Bradley is omitted while here we have his duplicate receipt: thus he claims cost, here the books show they were paid.

**Names:**

Bradley, J. C.  
Bradley, James

Bradley, T. B.

Bradley, Wilson &  
Co.

Norvell, R. B.

**Places:**

Madison Co., AL

**Types:**

brief

**Dates:**

1872

GFB (2) 1856

with this experience in trying to settle with him, could you come to any other conclusion than this: That the plaintiff was not so forgetful as he pretended, but was speculating upon your ignorance and your want of evidence against him. He says in answer to 10<sup>th</sup> interrogatory that Howell got from the circuit Court a full statement of his claim. There is no record of the payments on the judgment there - not even a return of the execution. Was he playing his speculating game upon Howell? His papers had not then been destroyed by the war. Why not present a statement of his claim to Howell himself instead of sending him to the Circuit Court? He says the receipts he gave is better evidence than his own recollection. That is true. And it is also true that there are other better evidences than his recollection. For instance his invoice up to 1808 that Phasants paid his half the debt, is better than his want of recollection of it now since payment of Bradley's

**Names:**

Bradley,

Pleasants,

**Places:**

Madison Co., AL

**Types:**

brief

**Dates:**

1872

GFB      ②      1856

half is paid. Then there was danger  
in disputing the payment of Pleasant  
part, but it should lead to an  
examination of Martin Pleasant's  
books. It was better to trust to life  
of his receipts to Bradley's adminis-  
trators. Now that the payment of  
Bradley's half has been paid, there is  
no risk in disputing the payment of  
Pleasant's half.

He could not avoid answering the  
interrogatories in his suit here and  
his admission that the claim was  
not presented to Bradley's first adminis-  
trators would defeat his remedy. Hence  
his unwillingness to take the money  
offered without oath, without security and  
without interest, to abide the result of  
his suit here.

There was a chance that the defend-  
ants might not hear of his suit in  
Virginia and he might get a judgment  
by default. The affidavit there  
could be made by an agent on  
information and belief. And he  
could thus claim more than was  
due without oath.

Under these circumstances, when

Ta:

**Names:**

Martin, Pleasants &  
Co.

**Places:**

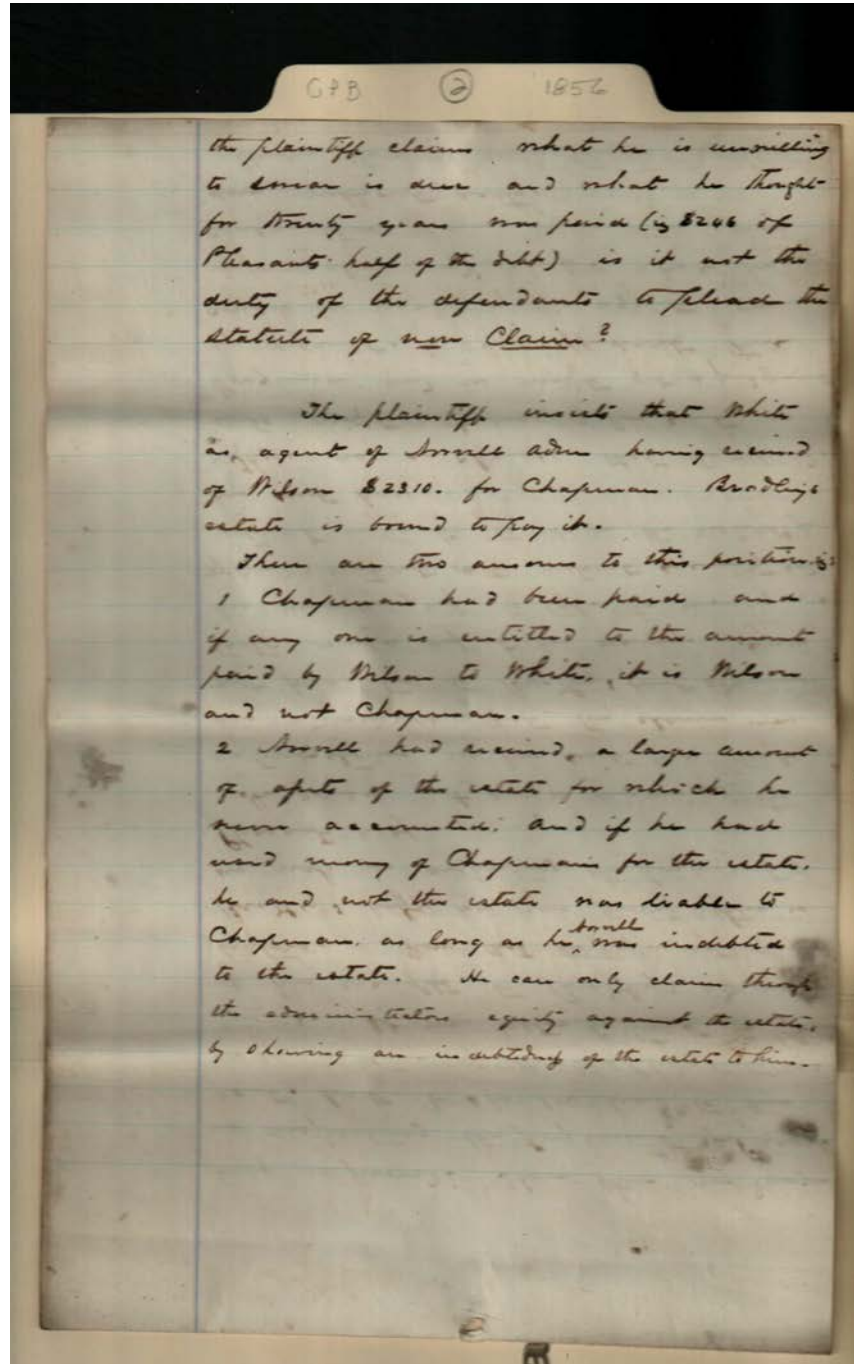
Madison Co., AL

**Types:**

brief

**Dates:**

1872



**Names:**

Bradley,

Chapman,

White,

Wilson,

**Places:**

Madison Co., AL

**Types:**

brief

**Dates:**

1872

G7B      ②      1856

It is insisted that the presumption of a final settlement of the debt by the plaintiff arising from the fact of his last payment being in odd dollars and cents, is rebutted by a statement from his book showing \$1712 to be due on June 20, 1856.

The defendant insists that the evidence by the plaintiff - admitted, & which it is admitted, proves that up to that time Pleasant's half of the debt was treated by all parties as paid in full, and no part of it claimed of Bradley's estate, is:

1. That statement of the balance due is wrong by \$187.72 after charging Bradley's estate with all of Pleasant's part not found to have been paid by him, is:

Judgment May 1/49	\$3241.45
Dnt to Aug 1/49	<u>75.62</u>
	3317.07
Paid by Pleasant "	<u>1524.72</u>
	1792.35
Dnt to Dec 17/49	<u>52.66</u>
	1995.01
Paid by Sam Bradley "	<u>570.00</u>
	1495.01
Dnt to April 12/53	<u>277.00</u>
	1772.01
Paid by J.B. Bradley "	<u>372.00</u>
	1392.01
Dnt to June 20/56 19.20 1872	<u>132.32</u>
	1520.33
Error	<u>187.72</u>
	1712.12

2. This balance of \$1712 must have been arrived at by Stovell by omitting the credit of 500 by J.B. Bradley from April 12, 1853 on Bradley's half Sam Bradley's payment of 570 on his half of the debt. Crediting Pleasant's payment as is entered to the credit of Chapman.

**Names:**

Bradley, James

Chapman,

Pleasant,

**Places:**

Madison Co., AL

**Types:**

brief

**Dates:**

1872

G.P.B.      ②      1856

Bradley's half May/49	1620.72
but to March 8/57	<u>240.57</u>
Paid by Lewis Bradley	1861.31
but to June 26/52	<u>522.00</u>
	1341.31
	<u>157.53</u>
	\$ 1718.83

3. Again 17 1/2 % with interest from June 26/54 to March 8/58 amounted to \$1945.45 from which deduct Swells payment of \$1318.99 and it leaves \$626.46. just about the amount of J.B. Bradley's payment of \$500 with three years interest.

On February 12, 1872 the plaintiff remembered that Lewis Bradley did pay \$500. but did not remember the date. He did not then remember that J.B. Bradley was paid \$500.

Now suppose his recollection to have been the same when Swell made his calculation. And suppose further that as they did not know when Lewis Bradley's payment <sup>was made</sup>, they considered it as made at the date of Pliff's credit from Pleasant as Bradley's book - March 8/57.

This would lead us to the conclusion that they considered Pleasant's half paid and that Swell paid Bradley's half, & within the amount J.B. Bradley credited himself with having paid, with interest. ~~and that it was the left to be accounted~~ ~~whether J.B. Bradley was made the payment~~ ~~it would?~~

**Names:**

Bradley, James  
Bradley, T. B.

Bradley, Wilson &  
Co.

**Places:**

Madison Co., AL

**Types:**

brief

**Dates:**

1872

GPB      ②      1856

And that the matter was left as, with the understanding, that if <sup>Norvell</sup> ~~it~~ <sup>was</sup> claimed that T. B. Bradley made his payment on this debt, it was then all paid - If it was ascertained that his payment was on some individual debt of his own, then, the amount of his payment with interest was still due on the debt.

There is no other way of accounting for the error of Norvell's calculation - It is too large for the balance claimed on Plaintiff's part - too small for that and any other credit - and just large enough for the credit that the Plaintiff had forgotten.

Chapman proves this conjecture to be true - He says in Norvell's calculation T. B. Bradley's payment was left out.

Of the two defendants, one did not need or ask for indulgence - The other did need <sup>24 years in debt, and</sup> ~~and~~ ask for it. Now after he has <sup>asked</sup> ~~asked~~ his half with interest, he is <sup>asked</sup> ~~asked~~ to pay a part of the half on which no indulgence was asked or needed - Under the wisdom of the rule of law presuming payment from lapse of time, he more clearly shows, than by the facts of this case.

**Names:**

Bradley, T. B.

Chapman,

Norvell,

**Places:**

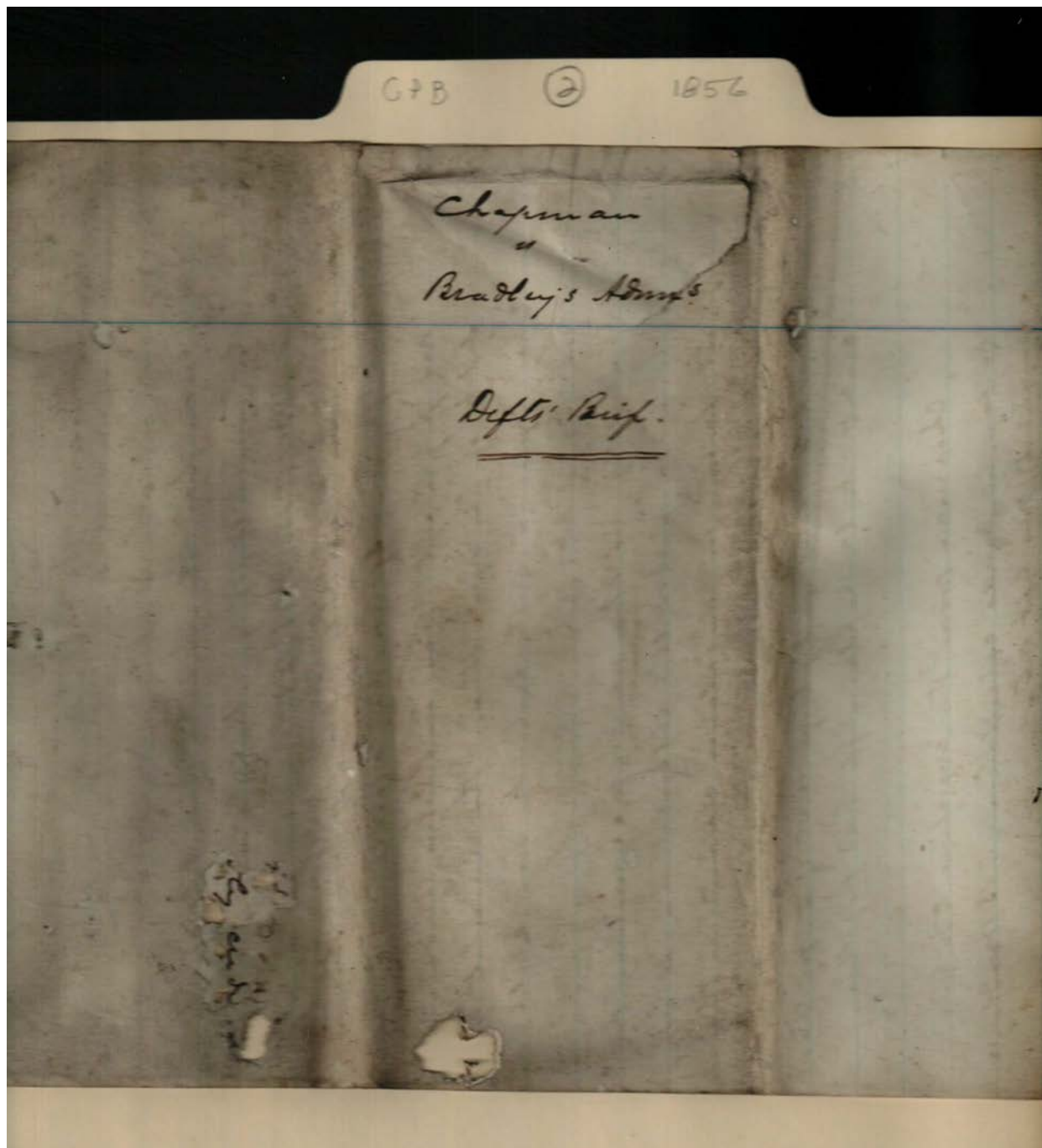
Madison Co., AL

**Types:**

brief

**Dates:**

1872



**Names:**

Bradley,

Chapman,

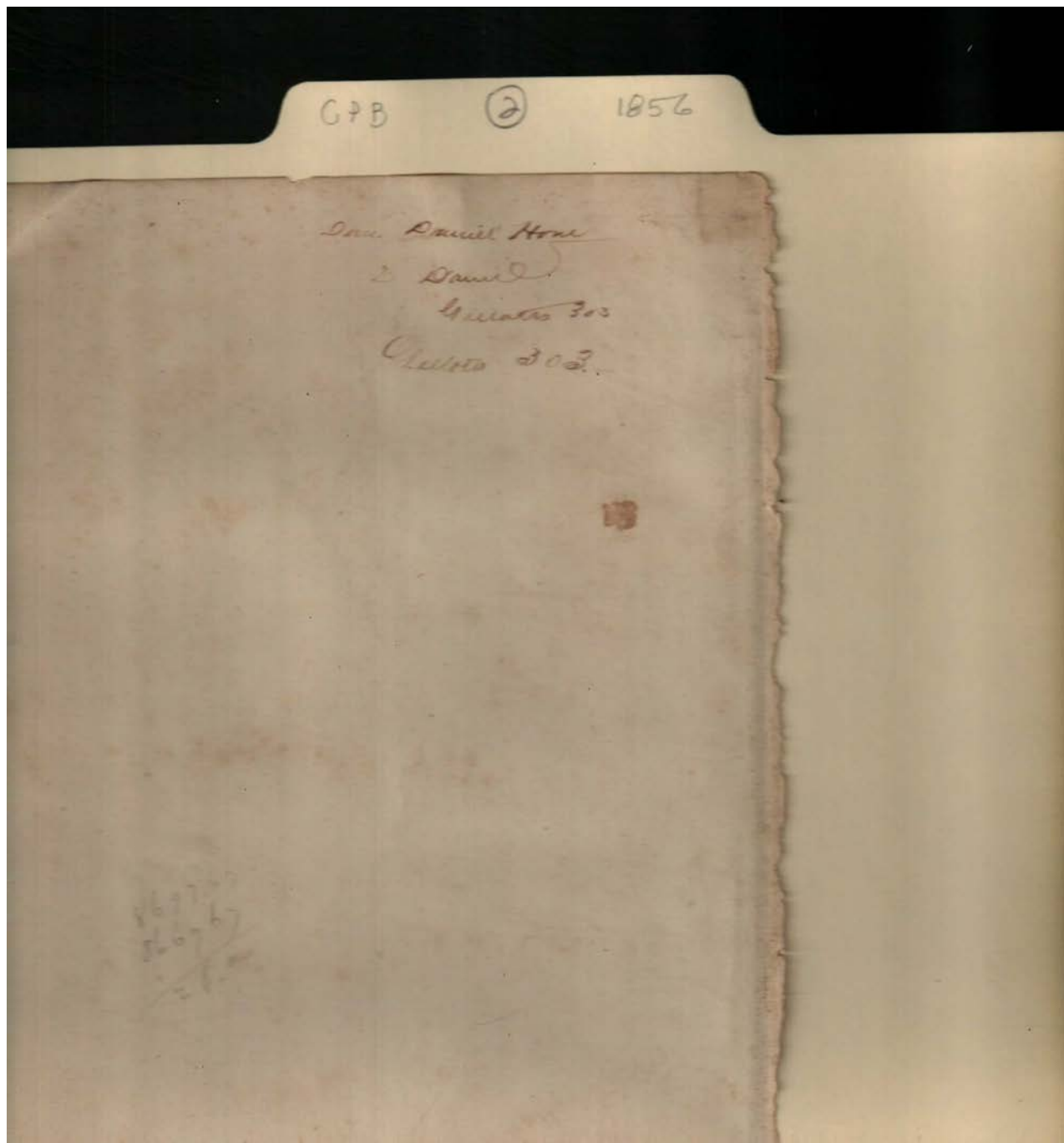
**Types:**

brief

**Dates:**

1872



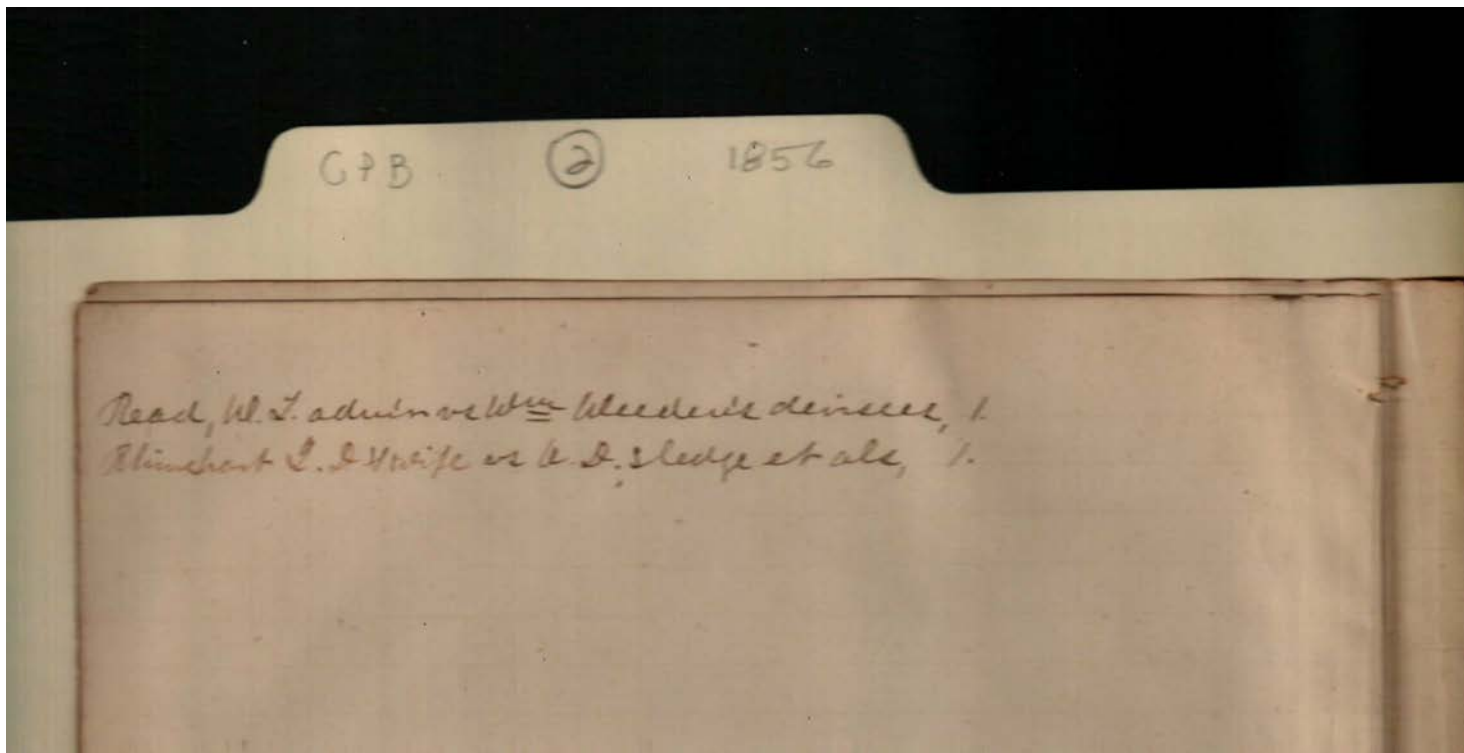


**Names:**

Hone, Daniel

**Types:**

memo



**Names:**

Read, W. T.

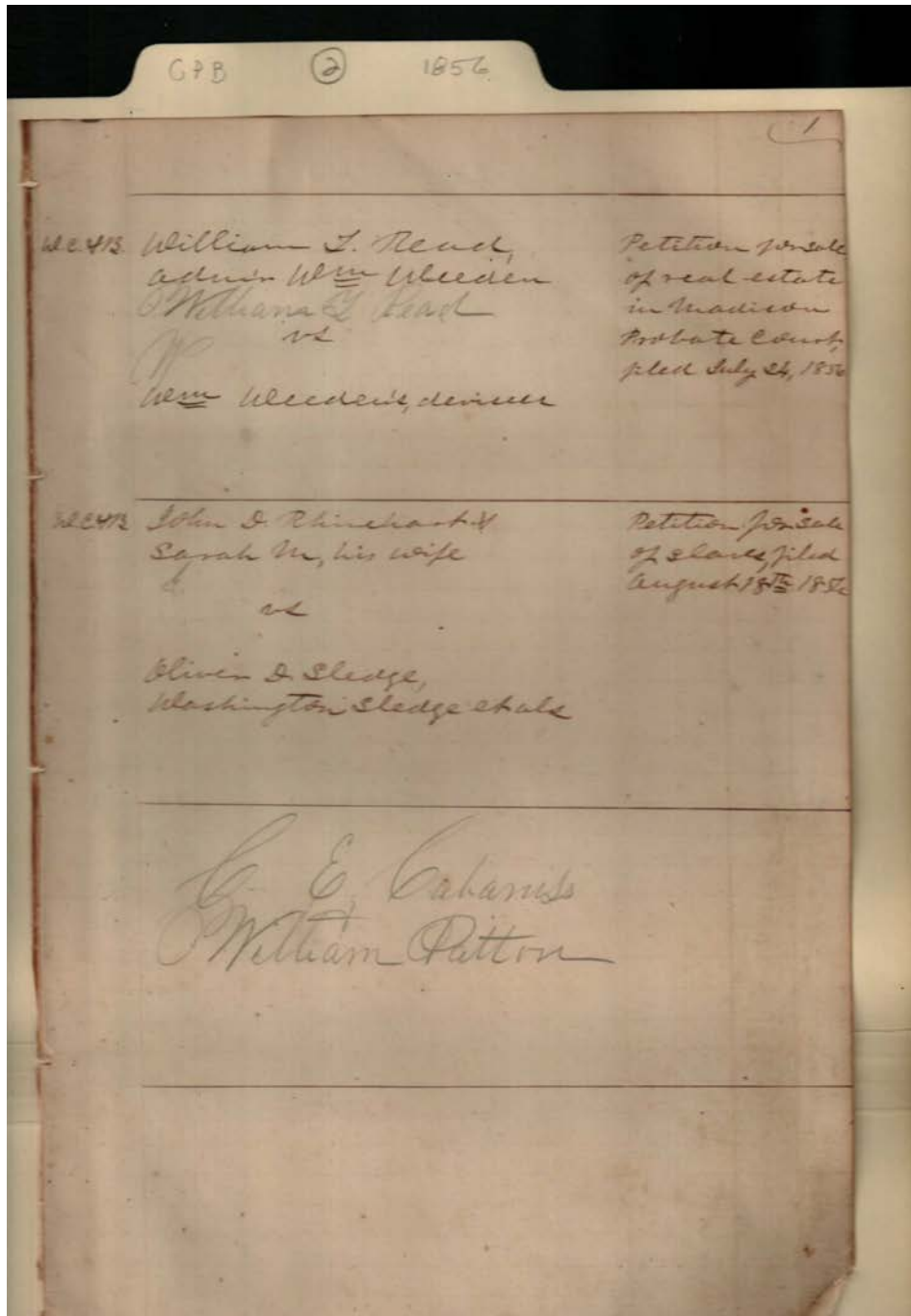
Rhinehart, J. D.

Sledge, O. D.

Weeden, William

**Types:**

memo



**Names:**

Cabaniss, C. E.  
Patton, William

Read, William T.  
Rhinehart, John D.

Rhinehart, Sarah  
Sledge, Oliver D.

Sledge, Washington  
Weeden, William

**Types:**

memo

**Dates:**

August 18, 1856

July 24, 1856

G.P.B.      ②      1856

P.P. 167

James Clemens to Tho. J. Clay, Trustee for his wife Sarah A. and her children. Mar. 6. 1857  
lots 14 and 15 in Madison for \$ 187.

P.P. 291

Tho. J. Clay wife to Emma McCutchen Aug. 2. 1870  
" being a fractional part of lot no 14 fronting in the M-C R.R. Depot on the north on the street running East and West with said Rail Road, commencing at lot no fifty three which formerly belonged to John B. Fitz and sold to James H. Bibb by Mary Fitz wife of said John Fitz and then sold by said Bibb to James McCutchen and running thence west with said street commencing at the South West corner and running West thirty two feet more or less to the South East corner of a fractional part of a lot sold by Sarah J. Clay and Thomas J. Clay to L. Hensley Grubbs then sold by said Grubbs to Emma McCutchen and then sold to William Canterbury by said E. McCutchen and then running south to the South West quarter corner of the John B. Fitz lot sold to James H. Bibb as aforesaid described which corner joining the lands of Sarah J. Clay and Thomas J. Clay and thence back to the South West corner of the John B. Fitz lot.

§ 13.

Springing said of James Clemens to F. J. Clay, Trustee for his wife Sarah J. Clay.

**Names:**

Bibb, James H.  
Canterbury, William  
Clay, Sarah A.

Clay, Thomas J.  
Clemens, James  
Fitz, B.

Grubbs, L. Hensley  
McCutchen, Emma  
McCutchen, James

**Places:**

Madison, AL

**Types:**

property description

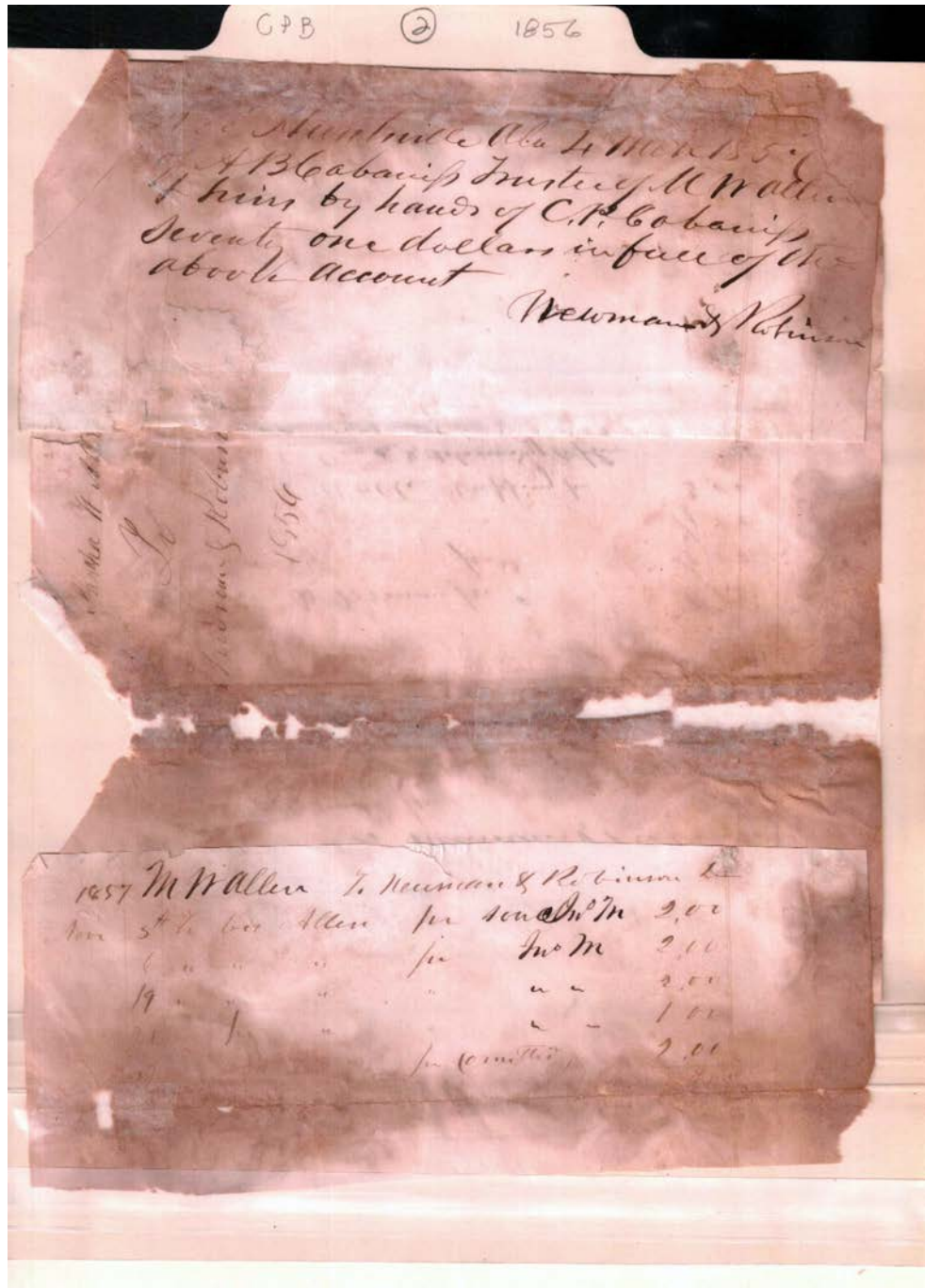
**Dates:**

August 3, 1870

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 4, Folder 2

Legal and court documents, 1856

Image 85 r01b04-02-000-0164 [Contents](#) [Index](#) [About](#)



**Names:**

Allen, M. W.

Cabaniss, A. B.

Cabaniss, C. P.

Newman & Robinson

**Places:**

Huntsville, AL

**Types:**

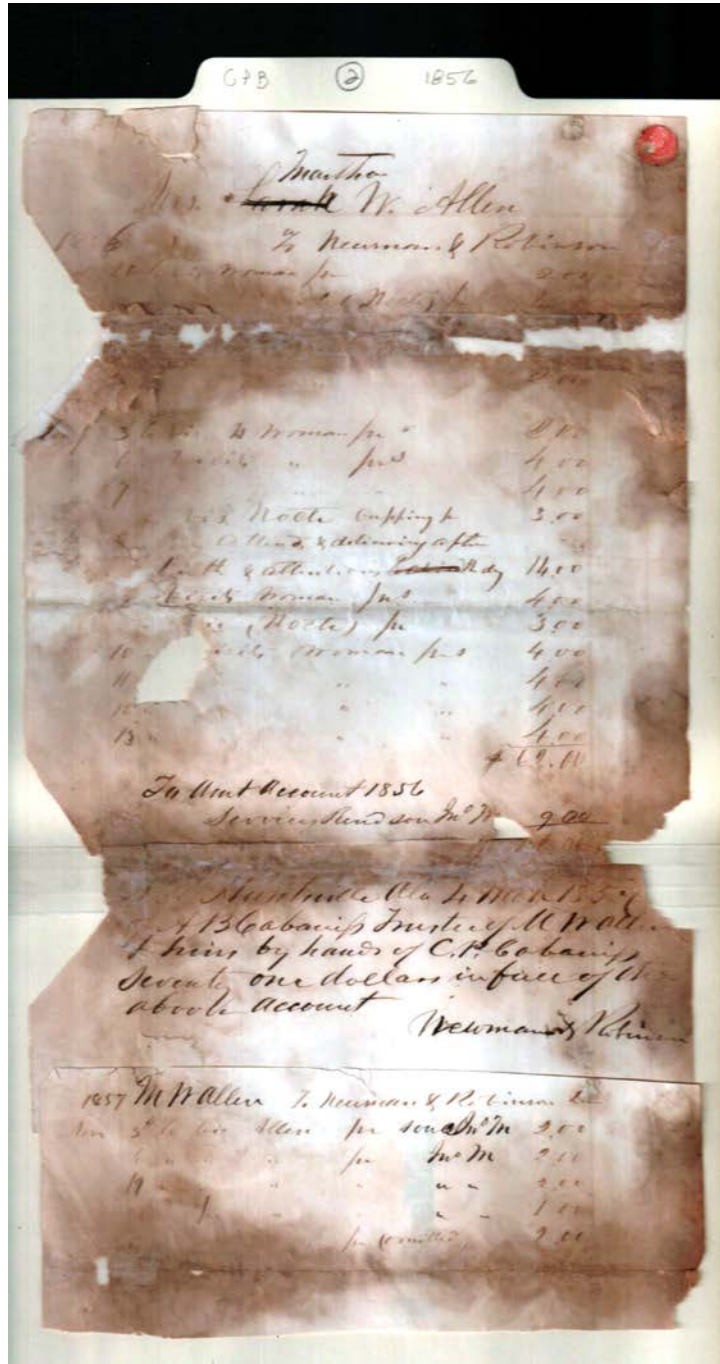
account

receipt

**Dates:**

1856-1857

March 4, 1857



**Names:**

Allen, M. W.  
Allen, Martha W.

Cabaniss, A. B.  
Cabaniss, C. P.

Newman & Robinson

**Places:**

Huntsville, AL

**Types:**

receipt

**Dates:**

March 4, 1857

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 4, Folder 2  
Legal and court documents, 1856

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

## Table of Contents

[Image 1](#) (r01b04-02-000-0079)  
[Image 2](#) (r01b04-02-000-0080)  
[Image 3](#) (r01b04-02-000-0081)  
[Image 4](#) (r01b04-02-000-0082)  
[Image 5](#) (r01b04-02-000-0083)  
[Image 6](#) (r01b04-02-000-0084)  
[Image 7](#) (r01b04-02-000-0085)  
[Image 8](#) (r01b04-02-000-0086a)  
[Image 9](#) (r01b04-02-000-0087)  
[Image 10](#) (r01b04-02-000-0088)  
[Image 11](#) (r01b04-02-000-0089)  
[Image 12](#) (r01b04-02-000-0090)  
[Image 13](#) (r01b04-02-000-0091)  
[Image 14](#) (r01b04-02-000-0092)  
[Image 15](#) (r01b04-02-000-0093)  
[Image 16](#) (r01b04-02-000-0094)  
[Image 17](#) (r01b04-02-000-0095)  
[Image 18](#) (r01b04-02-000-0096)  
[Image 19](#) (r01b04-02-000-0097)  
[Image 20](#) (r01b04-02-000-0098)  
[Image 21](#) (r01b04-02-000-0099)  
[Image 22](#) (r01b04-02-000-0100)  
[Image 23](#) (r01b04-02-000-0101)

[Image 24](#) (r01b04-02-000-0102)  
[Image 25](#) (r01b04-02-000-0103)  
[Image 26](#) (r01b04-02-000-0104)  
[Image 27](#) (r01b04-02-000-0105)  
[Image 28](#) (r01b04-02-000-0106)  
[Image 29](#) (r01b04-02-000-0107)  
[Image 30](#) (r01b04-02-000-0108)  
[Image 31](#) (r01b04-02-000-0109)  
[Image 32](#) (r01b04-02-000-0110)  
[Image 33](#) (r01b04-02-000-0111)  
[Image 34](#) (r01b04-02-000-0112)  
[Image 35](#) (r01b04-02-000-0113)  
[Image 36](#) (r01b04-02-000-0114)  
[Image 37](#) (r01b04-02-000-0115)  
[Image 38](#) (r01b04-02-000-0116)  
[Image 39](#) (r01b04-02-000-0117)  
[Image 40](#) (r01b04-02-000-0118)  
[Image 41](#) (r01b04-02-000-0119)  
[Image 42](#) (r01b04-02-000-0120)  
[Image 43](#) (r01b04-02-000-0121)  
[Image 44](#) (r01b04-02-000-0122)  
[Image 45](#) (r01b04-02-000-0123)  
[Image 46](#) (r01b04-02-000-0124)

[Image 47](#) (r01b04-02-000-0125)  
[Image 48](#) (r01b04-02-000-0126)  
[Image 49](#) (r01b04-02-000-0128)  
[Image 50](#) (r01b04-02-000-0129)  
[Image 51](#) (r01b04-02-000-0130)  
[Image 52](#) (r01b04-02-000-0131)  
[Image 53](#) (r01b04-02-000-0132)  
[Image 54](#) (r01b04-02-000-0133)  
[Image 55](#) (r01b04-02-000-0134)  
[Image 56](#) (r01b04-02-000-0135)  
[Image 57](#) (r01b04-02-000-0136)  
[Image 58](#) (r01b04-02-000-0137)  
[Image 59](#) (r01b04-02-000-0138)  
[Image 60](#) (r01b04-02-000-0139)  
[Image 61](#) (r01b04-02-000-0140)  
[Image 62](#) (r01b04-02-000-0141)  
[Image 63](#) (r01b04-02-000-0142)  
[Image 64](#) (r01b04-02-000-0143)  
[Image 65](#) (r01b04-02-000-0144)  
[Image 66](#) (r01b04-02-000-0145)  
[Image 67](#) (r01b04-02-000-0146)  
[Image 68](#) (r01b04-02-000-0147)  
[Image 69](#) (r01b04-02-000-0148)

[Image 70](#) (r01b04-02-000-0149)  
[Image 71](#) (r01b04-02-000-0150)  
[Image 72](#) (r01b04-02-000-0151)  
[Image 73](#) (r01b04-02-000-0152)  
[Image 74](#) (r01b04-02-000-0153)  
[Image 75](#) (r01b04-02-000-0154)  
[Image 76](#) (r01b04-02-000-0155)  
[Image 77](#) (r01b04-02-000-0156)  
[Image 78](#) (r01b04-02-000-0157)  
[Image 79](#) (r01b04-02-000-0158)  
[Image 80](#) (r01b04-02-000-0159)  
[Image 81](#) (r01b04-02-000-0160)  
[Image 82](#) (r01b04-02-000-0161)  
[Image 83](#) (r01b04-02-000-0162)  
[Image 84](#) (r01b04-02-000-0163)  
[Image 85](#) (r01b04-02-000-0164)  
[Image 86](#) (r01b04-02-000-0165)  
[Table of Contents](#)  
[Name & Place Index](#)  
[About the Collection](#)

## Name & Place Index

- (Rawlins), Mary [44](#)  
(slave), John [42](#)  
, Isaac [44](#)  
Aberdeen, MS [10](#), [11](#)  
Allen, M. W. [85](#), [86](#)  
Allen, Martha W. [86](#)  
Allison, David [47](#), [48](#)  
Allison, L. B. [47](#)  
Allison, Lewis B. [48](#)  
Armstrong, Ann [12](#), [13](#)  
Armstrong, Cavett [12](#), [13](#)  
Atchley, George [47](#), [48](#)  
Bailey, James F. [25](#)  
Bain, J. S. [22](#), [23](#), [45](#)  
Bibb, James H. [84](#)  
Black, William [38](#)  
Blunt, W. T. [14](#), [16](#), [17](#)  
Bradford, B. [11](#)  
Bradley estate [54](#)  
Bradley, J. B. [67](#), [70](#)  
Bradley, J. C. [55](#), [56](#), [66](#), [73](#)  
Bradley, James [53](#), [56](#), [57](#), [59](#), [61](#), [67](#), [70](#), [71](#), [72](#), [73](#), [77](#),  
[78](#)  
Bradley, Joseph C. [23](#), [45](#)  
Bradley, T. B. [56](#), [57](#), [59](#), [61](#), [66](#), [68](#), [73](#), [78](#), [79](#)  
Bradley, Wilson & Co. [23](#), [55](#), [56](#), [67](#), [72](#), [73](#), [78](#)  
Bradley, [74](#), [76](#), [80](#)  
Brickell & Cabaniss [39](#)  
Brickell, R. C. [22](#)  
Brown, Mr. [41](#)  
Cabaniss & Shepperd [38](#)  
Cabaniss, A. B. [85](#), [86](#)  
Cabaniss, C. D. [10](#)  
Cabaniss, C. E. [83](#)  
Cabaniss, C. P. [85](#), [86](#)  
Cabaniss, S. D. [6](#), [25](#), [38](#), [40](#), [41](#), [45](#), [51](#)  
Cabaniss, S. [20](#), [21](#), [44](#)  
Cabaniss, [42](#)  
Canterbury, William [84](#)  
Carter, J. M. [22](#), [23](#)  
Carter, Joseph M. [45](#)  
Case #1707 [12](#), [13](#)  
Case #1953 [28](#), [32](#), [33](#)  
Cavett, Moses [13](#)  
Chambless, Joel R. [25](#)  
Chapman, Reuben [53](#)  
Chapman, [76](#), [77](#), [79](#), [80](#)  
Charleston, SC [38](#)  
Clack, Douglass & Taylor [47](#), [48](#)  
Clapp, [46](#)  
Clay, Clement C. [47](#), [48](#)  
Clay, Sarah A. [84](#)  
Clay, Thomas J. [84](#)  
Clemens, James [84](#)  
Click, James [15](#)  
Coffee, John [43](#)  
Coleman, John J. [28](#), [29](#)  
Collier, Charles E. [25](#)  
Coltart, Robert W. [28](#), [29](#)  
Davie, G. [41](#)  
Erskine, Alexander [36](#)  
Fayetteville [39](#)  
Fitz, B. [84](#)  
Florence, AL [52](#)  
Geron, John W. [47](#)  
Geron, John [48](#)  
Gilliland Creek, Travis Co., TX [42](#), [43](#)  
Goodrich, T. C. & Co. [39](#)  
Goodrich, T. C. [39](#)  
Grubbs, L. Hensley [84](#)  
Guntersville, AL [38](#), [46](#)  
Hammond, F. L. [37](#)  
Haycamp, Elijah [43](#)  
Henry, A. G. [38](#)  
Hinds, James V. W. [8](#)  
Hone, Daniel [81](#)  
Huntsville, AL [9](#), [38](#), [39](#), [41](#), [45](#), [85](#), [86](#)  
Huntsville, Madison, AL [47](#), [48](#)  
Independence, AL [44](#)  
Irvine, James [52](#)  
James F. Nimmo estate [28](#), [32](#), [33](#)  
Lanford, Ann C. [34](#), [35](#), [36](#), [37](#)  
Lanford, Robert [36](#)  
Lanford, William [34](#), [35](#), [37](#)  
Laxson, W. G. [26](#), [27](#)  
Lipscomb, D. [5](#)  
Litefoot (Lightfoot), W. T. [39](#)  
Love, W. G. [44](#)  
Madison Co., AL [12](#), [13](#), [16](#), [17](#), [19](#), [28](#), [29](#), [32](#), [33](#), [34](#),  
[35](#), [36](#), [37](#), [53](#), [54](#), [55](#), [56](#), [57](#), [58](#), [59](#), [60](#), [61](#), [62](#), [66](#),  
[67](#), [68](#), [69](#), [70](#), [71](#), [72](#), [73](#), [74](#), [75](#), [76](#), [77](#), [78](#), [79](#)  
Madison, AL [84](#)  
Manning, Lewis [23](#), [45](#)  
Martin, J. S. [30](#)  
Martin, John S. [31](#)  
Martin, Pleasants & Co. [54](#), [70](#), [72](#), [75](#)  
Mastin & Brothers [24](#)  
McCalley, Martha A. C. [35](#), [37](#)  
McCalley, Thomas S. [34](#), [35](#), [36](#)  
McCalley, William J. [34](#), [35](#), [37](#)  
McCutchen, Emma [84](#)  
McCutchen, James [84](#)  
Memphis, AL [41](#)  
Merrill, B. [6](#)



Moore, Andrew [47](#), [48](#)  
Morgan, D. C. [23](#), [45](#)  
Moses Cavett estate [12](#), [13](#)  
Newman & Robinson [85](#), [86](#)  
Nimmo, A. V. [8](#), [14](#), [16](#), [17](#)  
Nimmo, Amos V. [19](#), [29](#), [31](#)  
Nimmo, Ann [32](#), [33](#)  
Nimmo, Clement C. [33](#)  
Nimmo, J. F. [15](#), [16](#), [17](#), [31](#)  
Nimmo, J. P. [7](#), [8](#), [14](#), [15](#), [17](#), [31](#)  
Nimmo, James F. [18](#), [19](#), [28](#), [29](#), [32](#), [33](#)  
Nimmo, James P. [29](#)  
Nimmo, William H. [32](#), [33](#)  
Norris, Dr. [27](#)  
Norvell, R. B. [60](#), [61](#), [73](#)  
Norvell, [55](#), [66](#), [79](#)  
Parker, Taylor & Co. [46](#)  
Patton, William [83](#)  
Pleasants, [55](#), [56](#), [58](#), [59](#), [60](#), [61](#), [69](#), [74](#), [77](#)  
Ratliff, Claiborn [25](#)  
Rawlins, Col. [44](#)  
Rayburn, S. K. [46](#)  
Read, W. T. [82](#)  
Read, William T. [83](#)  
Rector, Fielding [42](#)  
Rector, Hardy [42](#)  
Rhea, John S. [10](#)  
Rhinehart, J. D. [82](#)  
Rhinehart, John D. [83](#)  
Rhinehart, Sarah [83](#)  
Robbins, E. [22](#)  
Robbins, Edward [23](#), [45](#)  
Rose, Claiborn [25](#)  
Rose, W. S. [25](#)  
Russell, Albert [35](#)  
Russell, Locky [35](#)  
Scruggs & Drake [7](#), [8](#)  
Shelly & Wily Combs [1](#), [2](#)  
Shelly, D. [49](#), [50](#)  
Sledge, O. D. [82](#)  
Sledge, Oliver D. [83](#)  
Sledge, Washington [83](#)  
Towns, Mr. [6](#)  
Townsend, Samuel [1](#), [2](#), [49](#), [50](#)  
Tuscumbia, AL [6](#)  
Walker, Cabaniss & Brickell [22](#), [23](#), [25](#), [27](#), [45](#)  
Watkins, America A. [32](#), [33](#)  
Watkins, Isham [31](#), [32](#), [33](#)  
Watkins, James L. [9](#), [10](#)  
Weeden, William [82](#), [83](#)  
White, [76](#)  
Wilbaham, [43](#)  
Wiley, Banks & Co. [38](#)  
Wilson, G. S. [21](#)  
Wilson, [76](#)

# Frances Cabaniss Roberts Collection

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

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

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

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