



Moses Cavett estate

**Names:**

Cavett, Moses

Hammond, F. L.

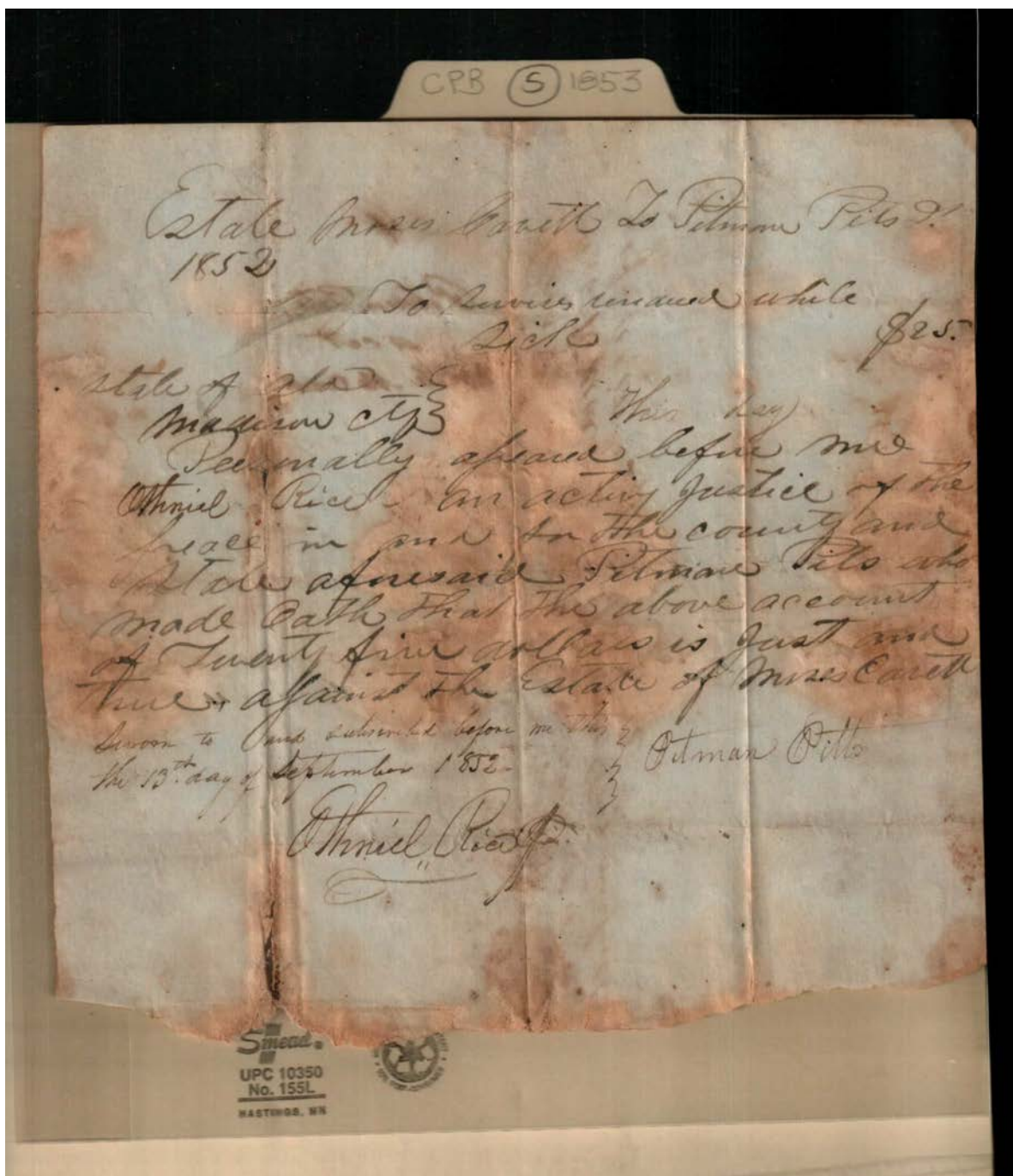
Pitts, Pitman

**Types:**

receipt

**Dates:**

September 13, 1852



Moses Cavett estate

**Names:**

Cavett, Moses

Pitts, Pitman

**Places:**

Madison Co., AL

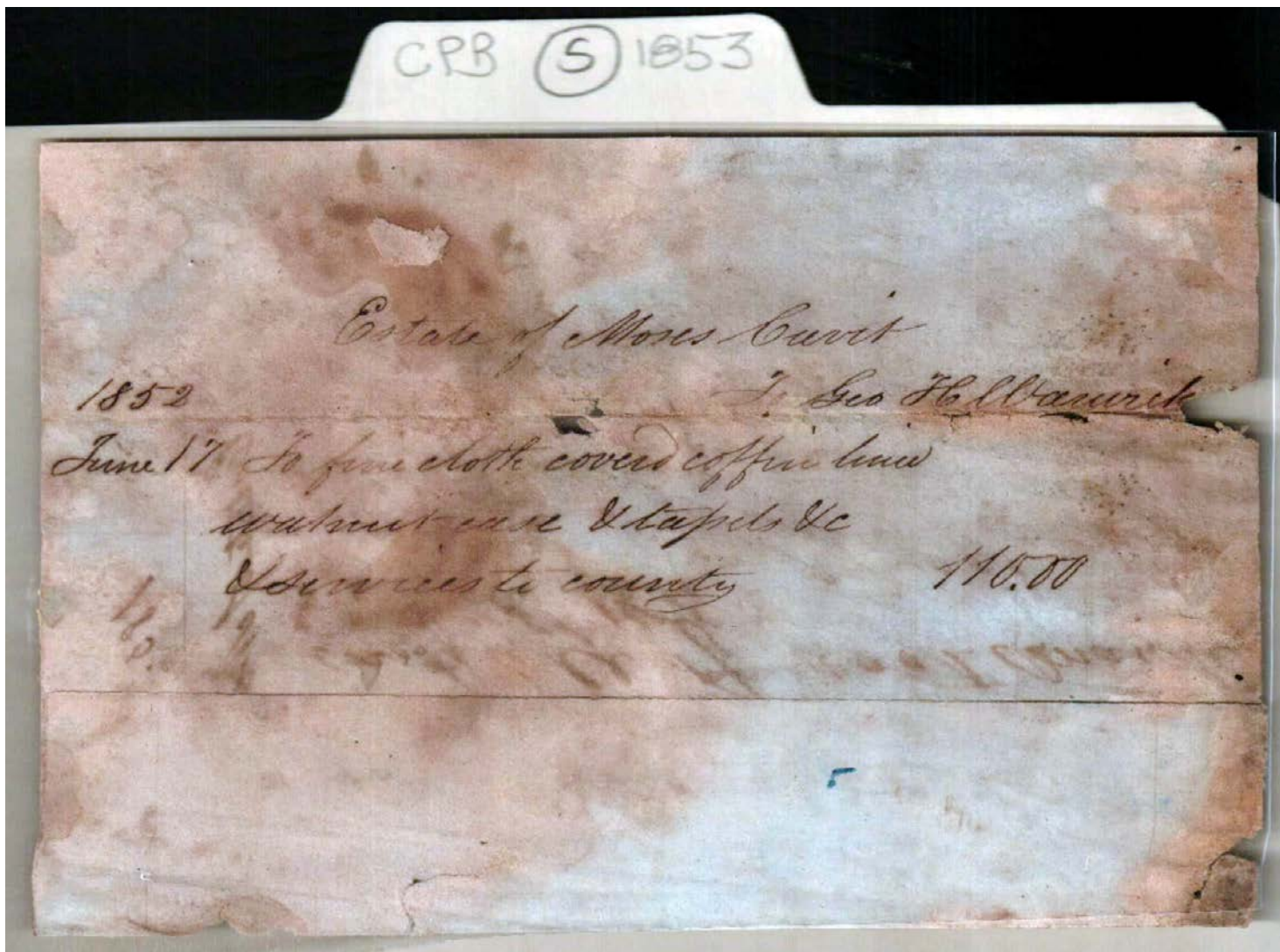
**Types:**

account

**Dates:**

September 13, 1852





Moses Cavett estate

**Names:**

Cavett, Moses estate

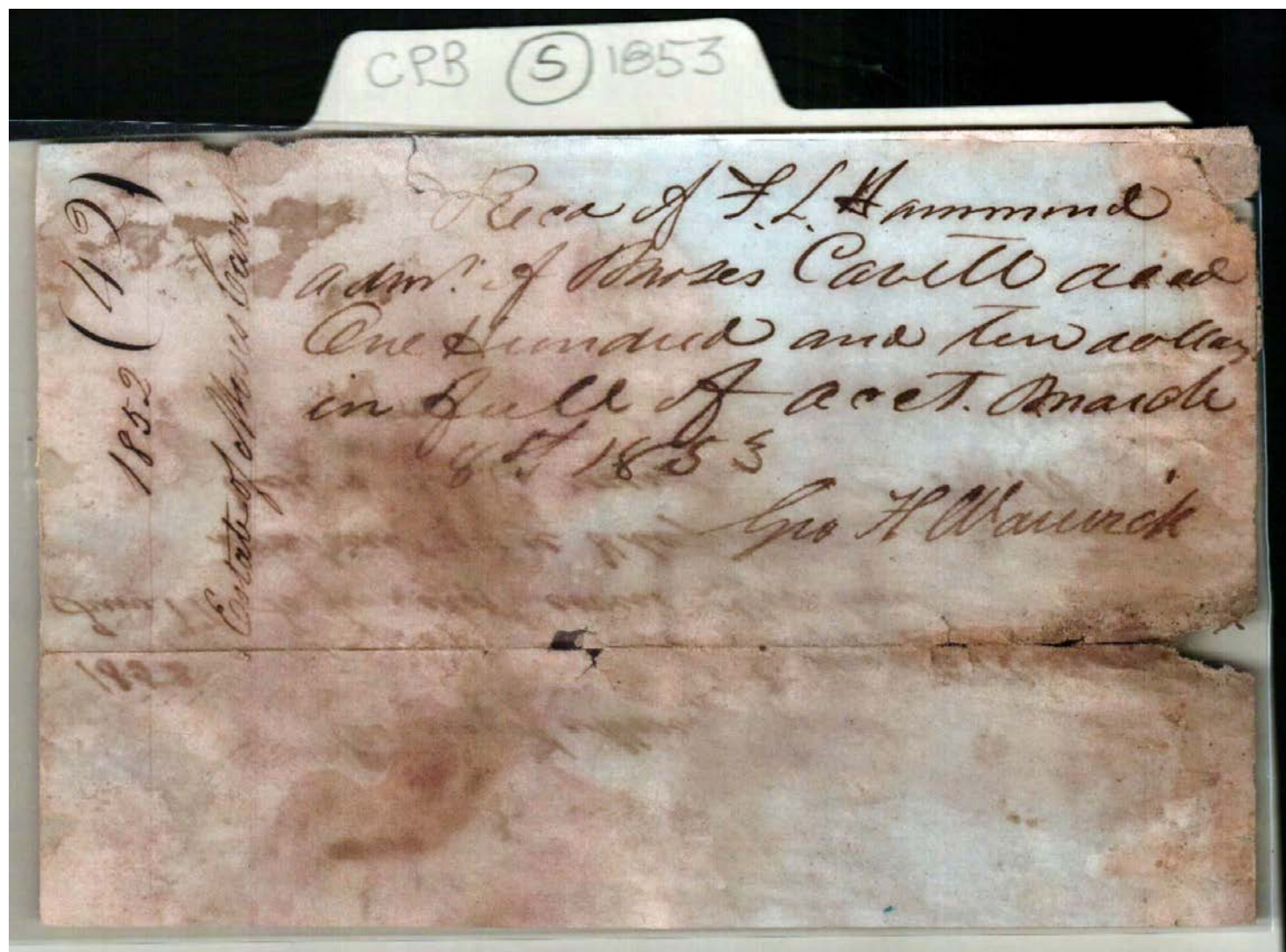
Warwick, George H.

**Types:**

account

**Dates:**

June 17, 1852



Moses Cavett estate

**Names:**

Cavett, Moses estate

Hammond, F. L.

Warwick, George H.

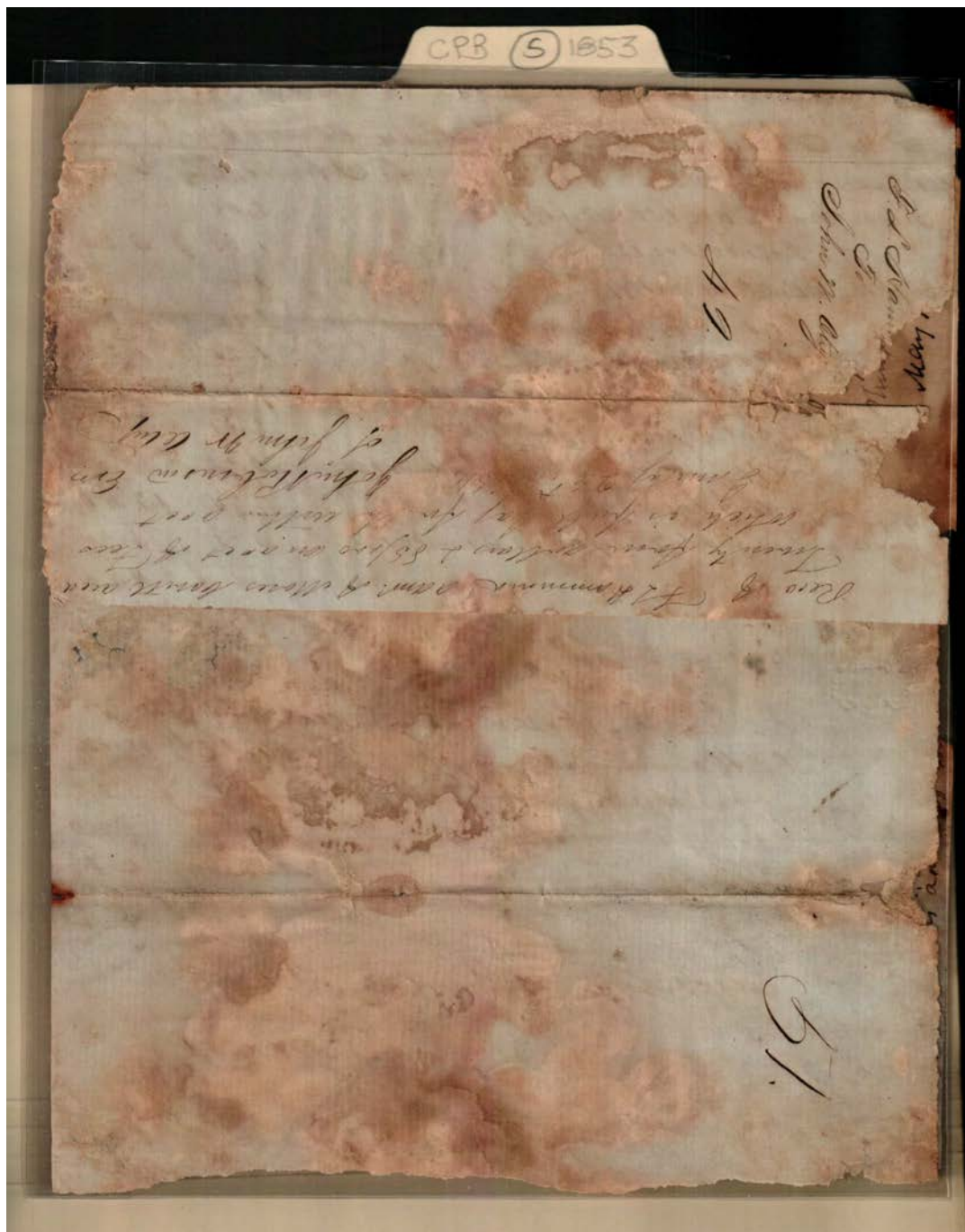
**Types:**

receipt

**Dates:**

1853





Moses Cavett estate

**Names:**

Cavett, Moses

Hammond, F. L.

Otey, John W.

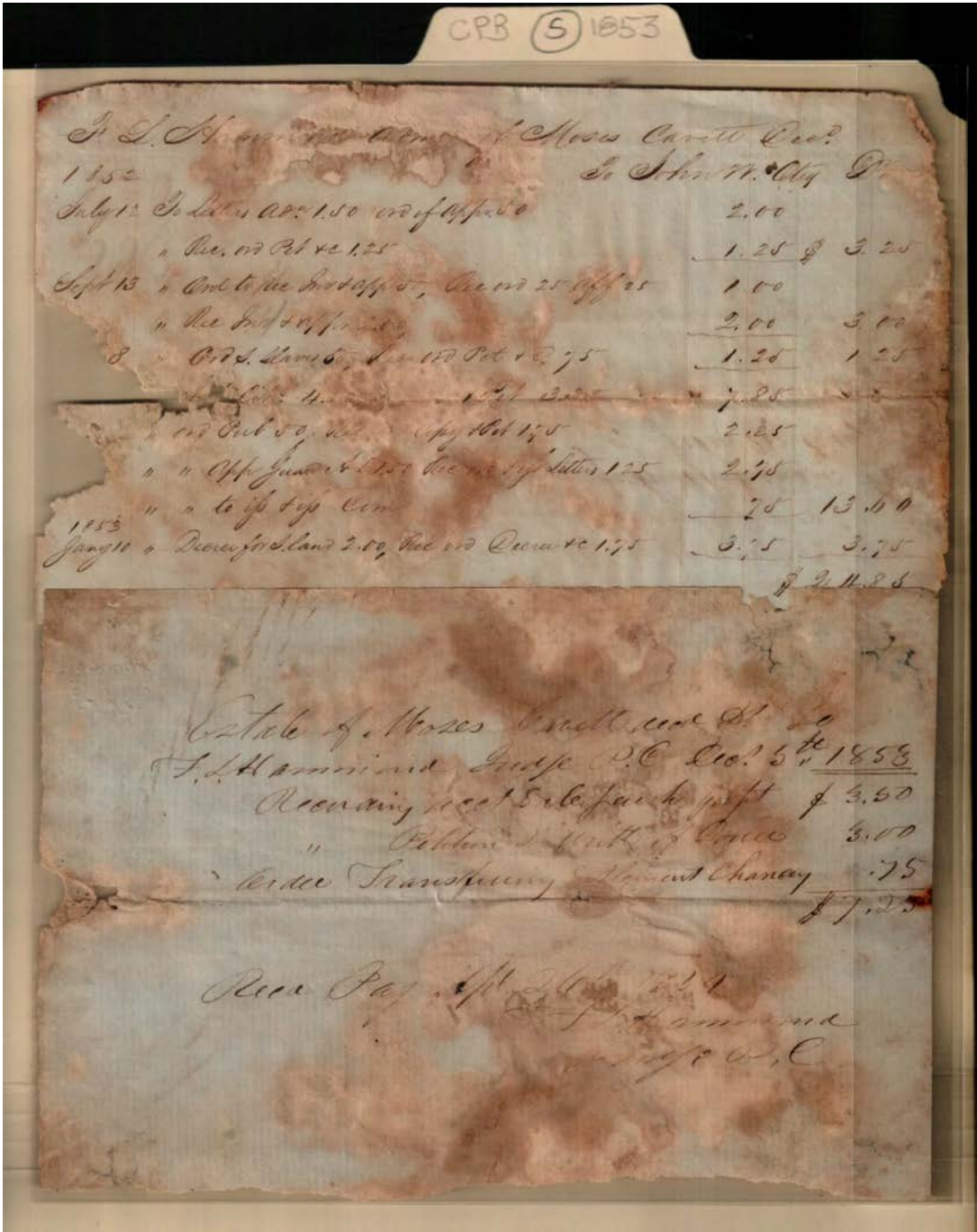
Robinson, John

**Types:**

receipt

**Dates:**

January 26, 1853



Moses Cavett estate

Names:

Cavett, Moses

Hammond, F. L.

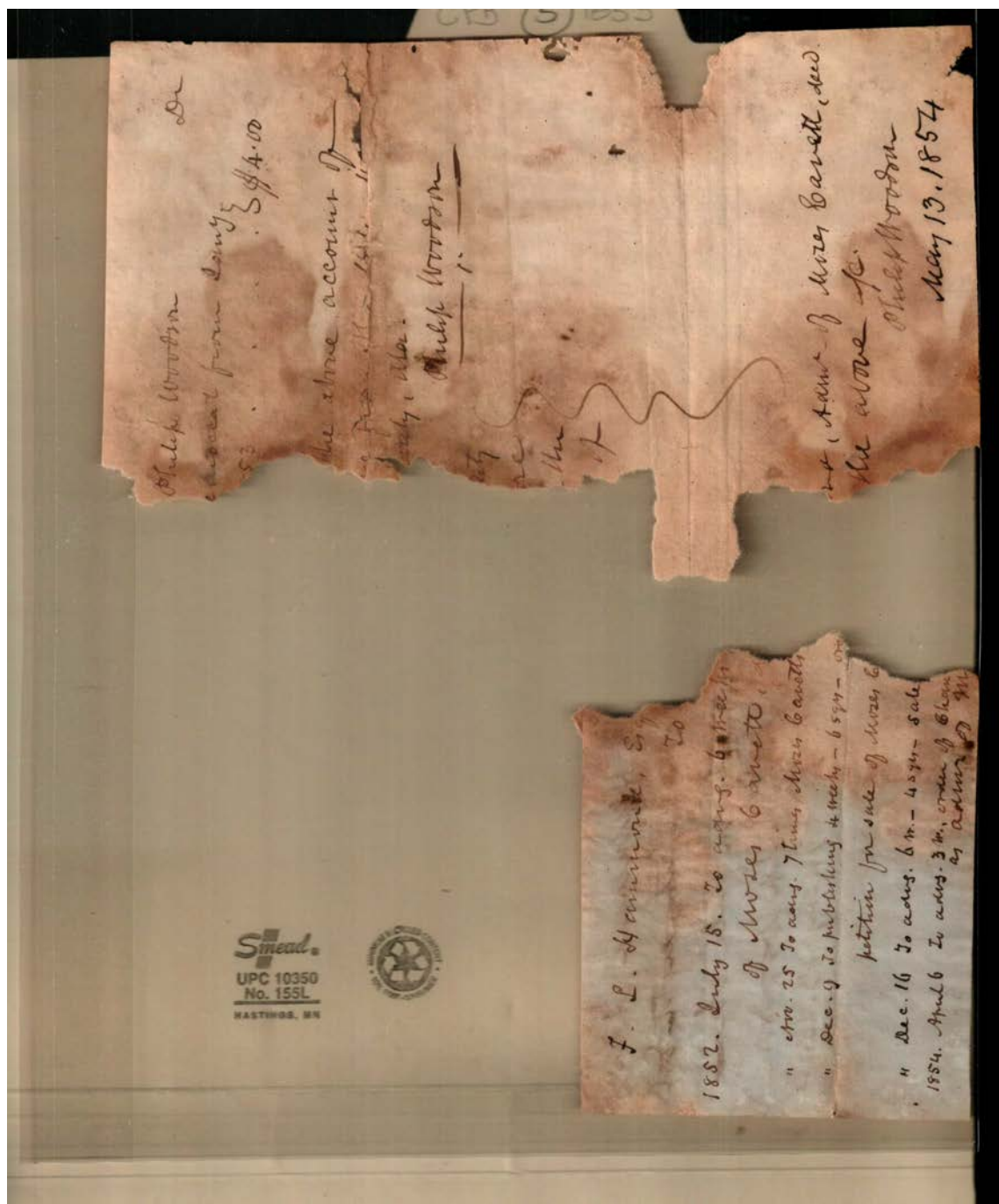
Otey, John W.

Types:

account

Dates:

1852-1853



Moses Cavett estate

**Names:**

Cavett, Moses

Hammond, F. L.

Woodson, Philip

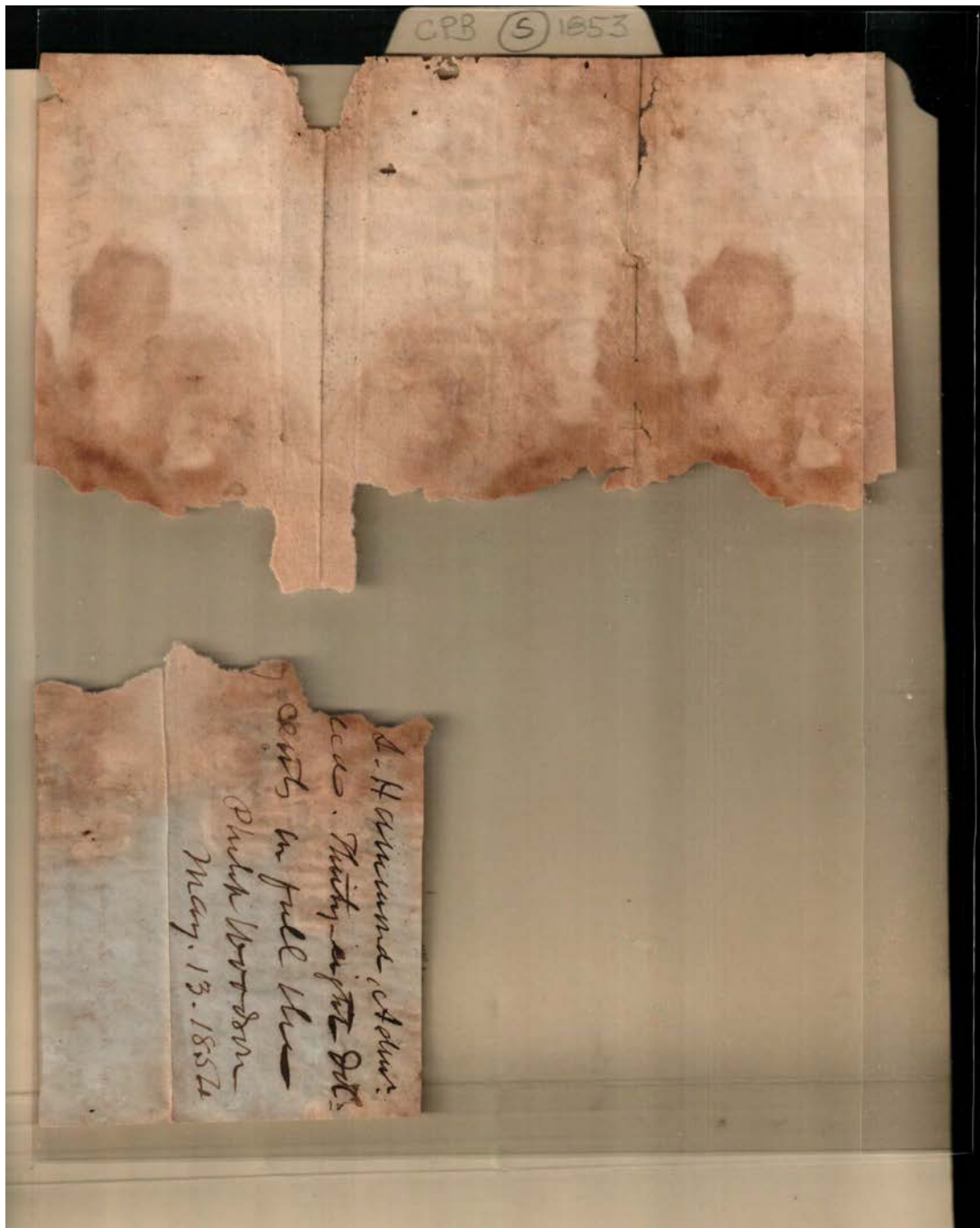
**Types:**

account

**Dates:**

May 13, 1854





Moses Cavett estate

**Names:**

Hammond, F. L.

Woodson, Philip

**Types:**

receipt

**Dates:**

May 13, 1854





Moses Cavett estate

**Names:**

Cavett, Moses estate

Hammond, Ferdinand  
L.

Ledbetter, G. G.  
Steel

Wilson, Bradley

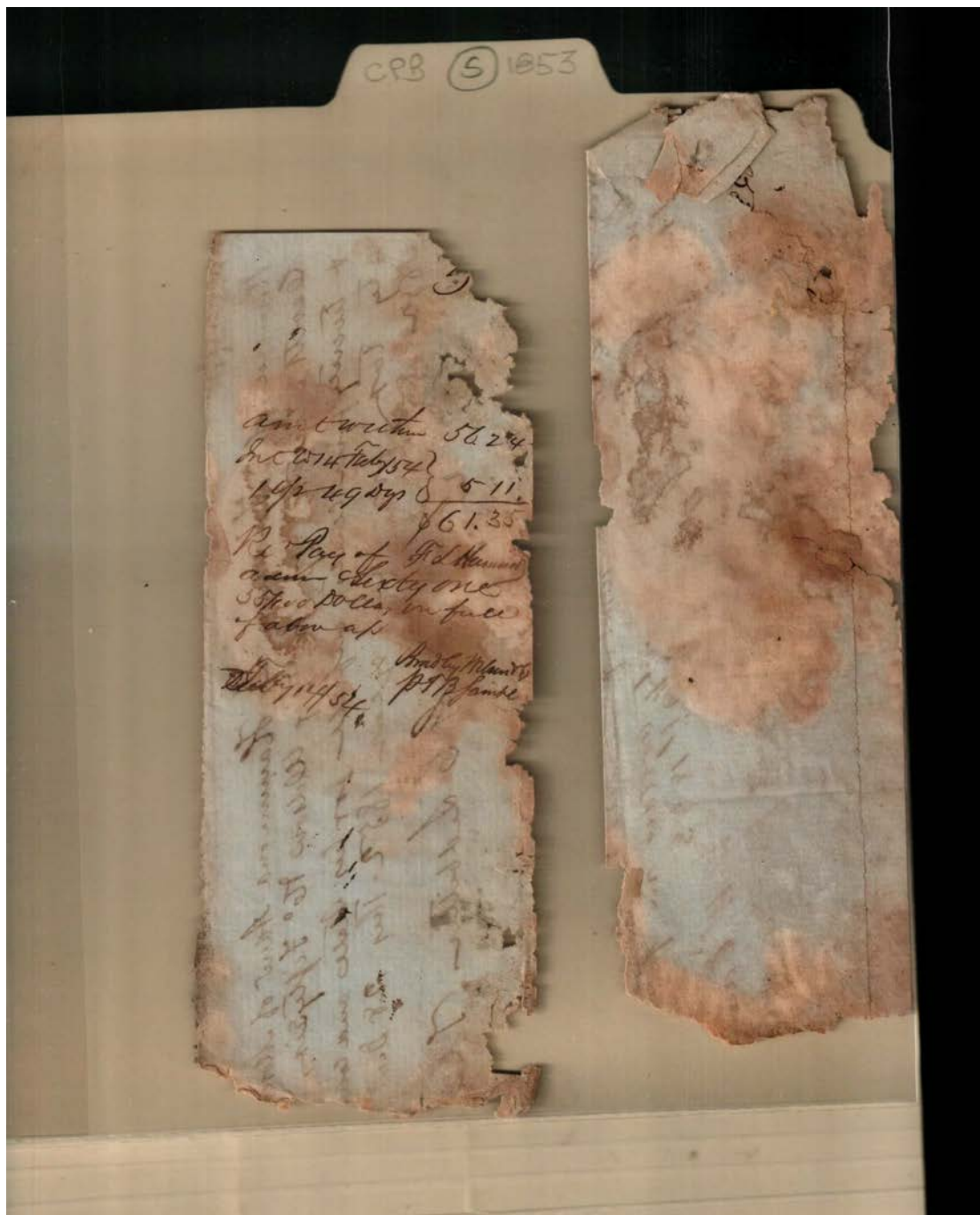
**Types:**

account

receipt

**Dates:**

December 28, 1852



Moses Cavett estate

**Names:**

Hammond, Ferdinand  
L.

Wilson, Bradley

**Types:**

receipt

**Dates:**

February 14, 1854

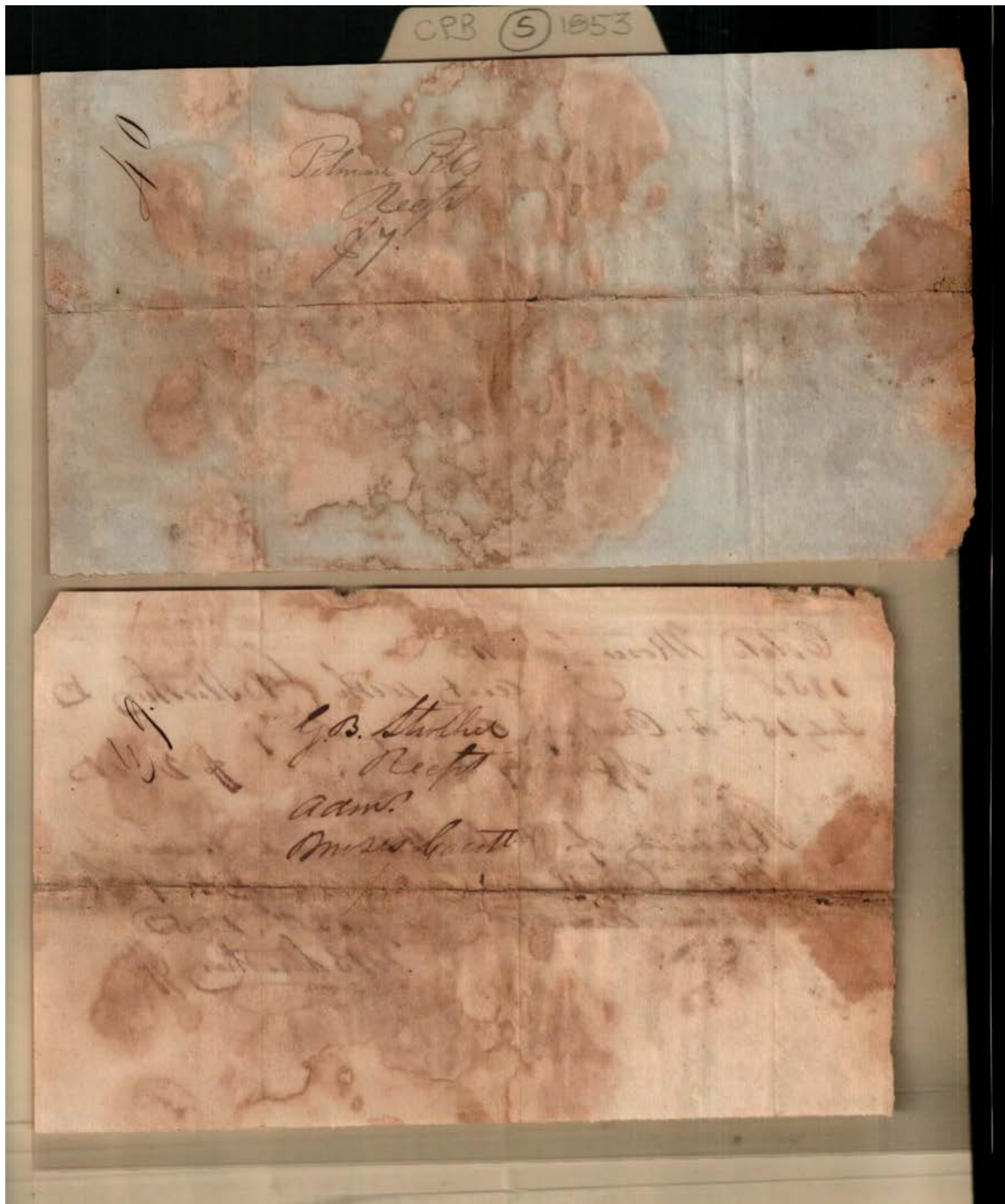


## Legal and court documents, 1853

## Contents

[Index](#)

About

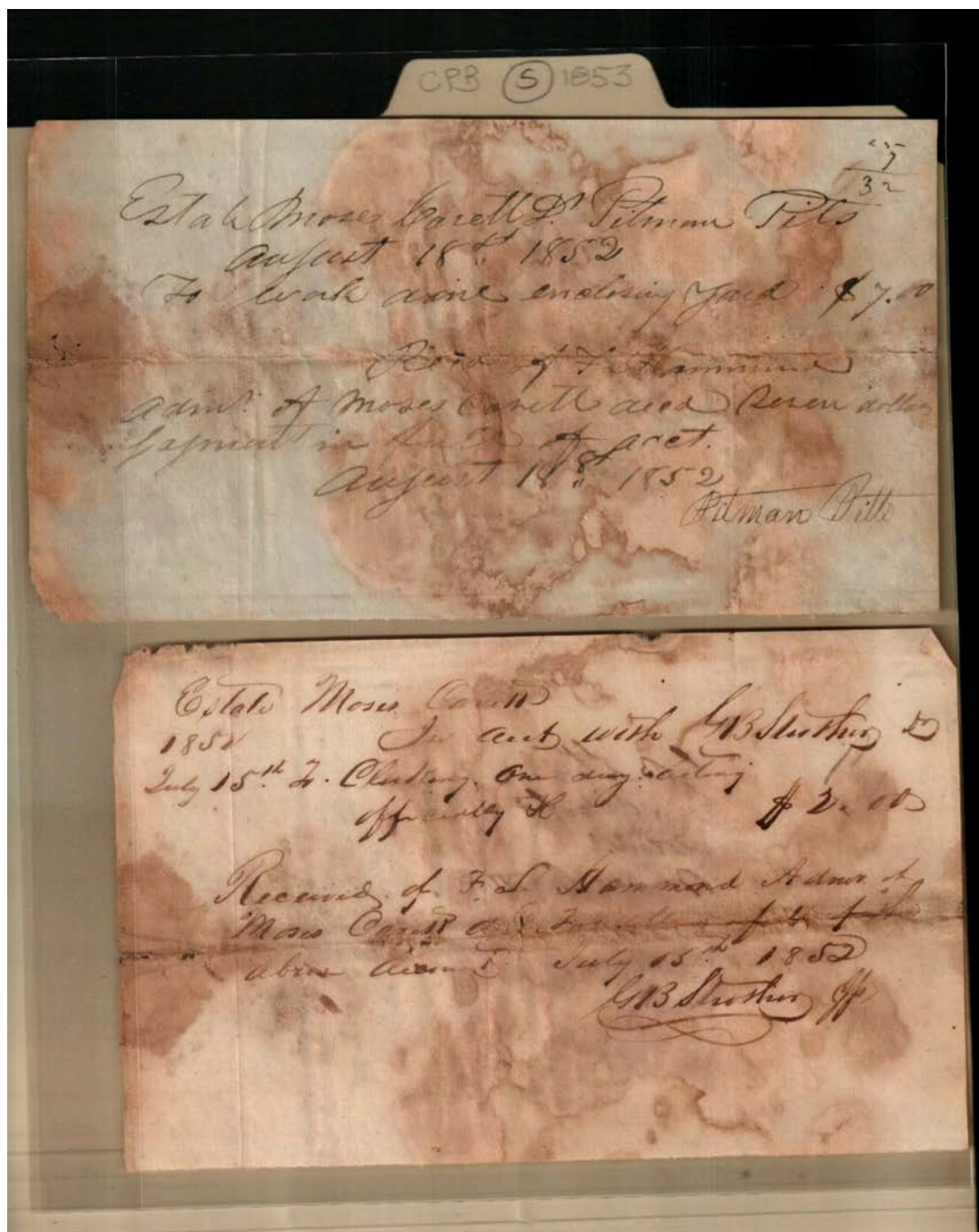


**Names:**

Strother, G. B.

receipt

1852



Moses Cavett estate

**Names:**

Cavett, Moses estate

Hammond, F. L.

Pitts, Pitman

Strother, G. B.

**Types:**

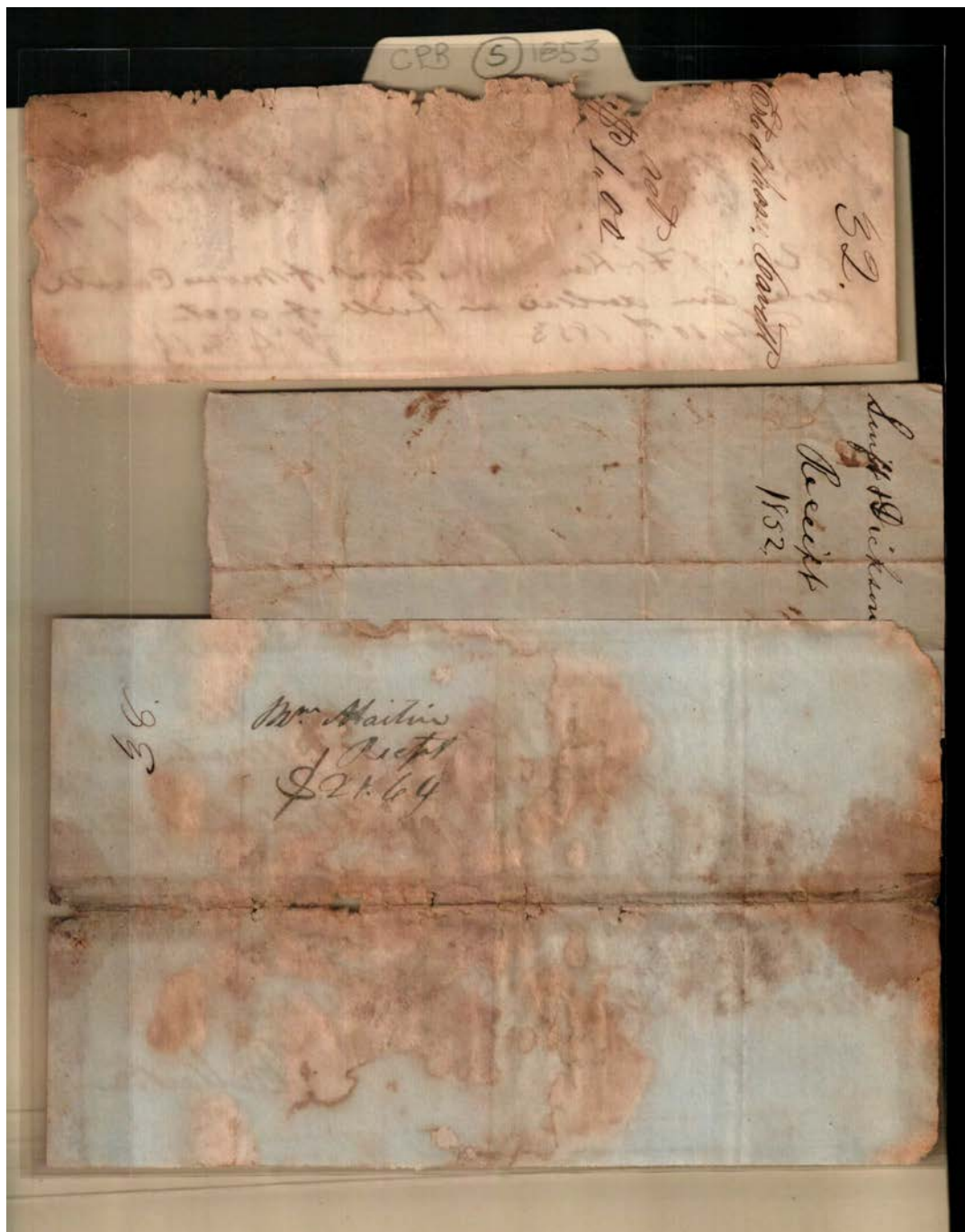
receipt

**Dates:**

August 18, 1852

July 15, 1852





Moses Cavett estate

**Names:**

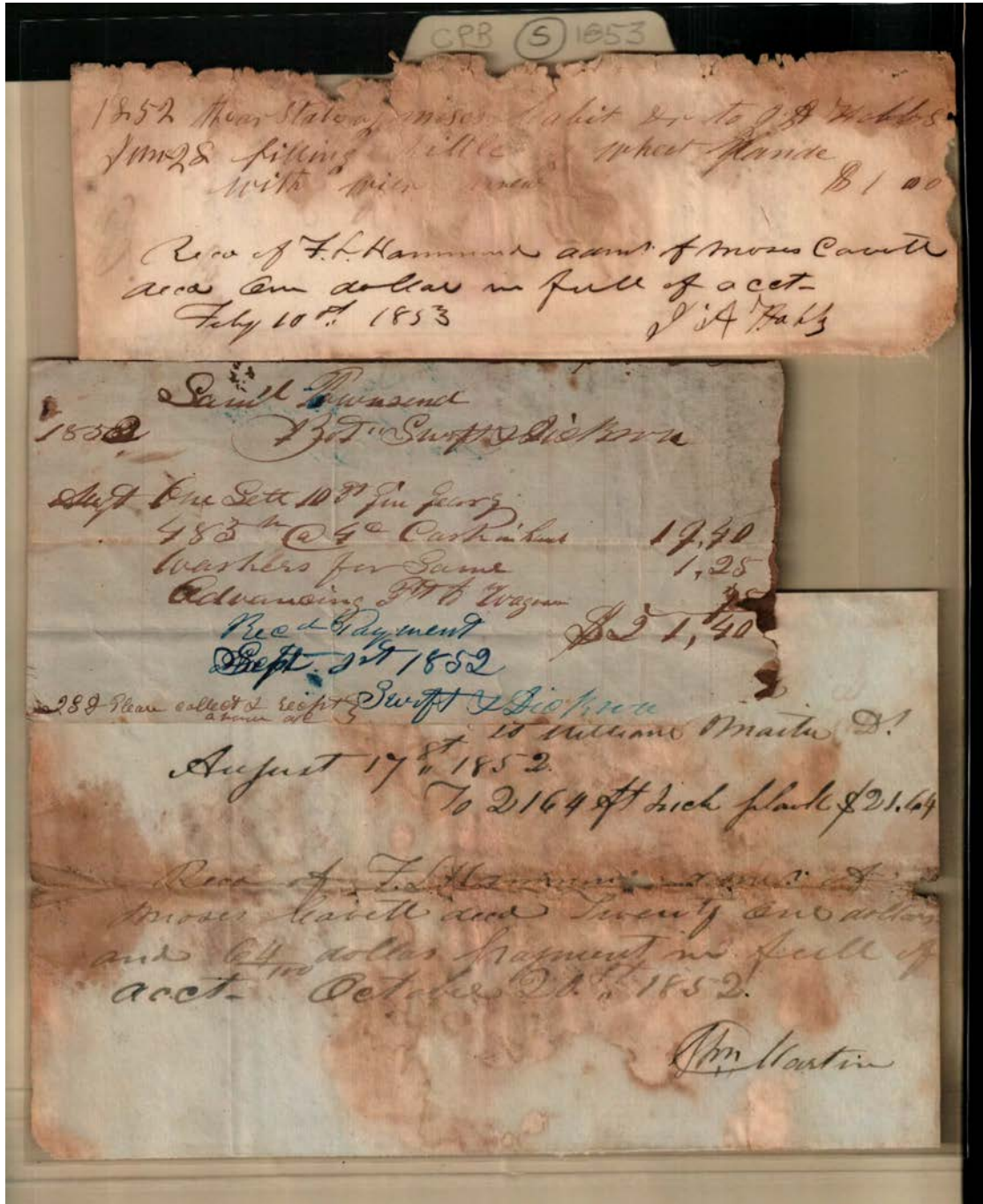
Cavett, Moses estate

Martin, William

Swift & Dickson

**Types:**

receipt



Moses Cavett estate

**Names:**

Cavett, Moses	Hammond, F. L.	Martin, William	Townsend, Samuel
Cavett, Moses estate	Hobbs, J. A.	Swift & Dickson	

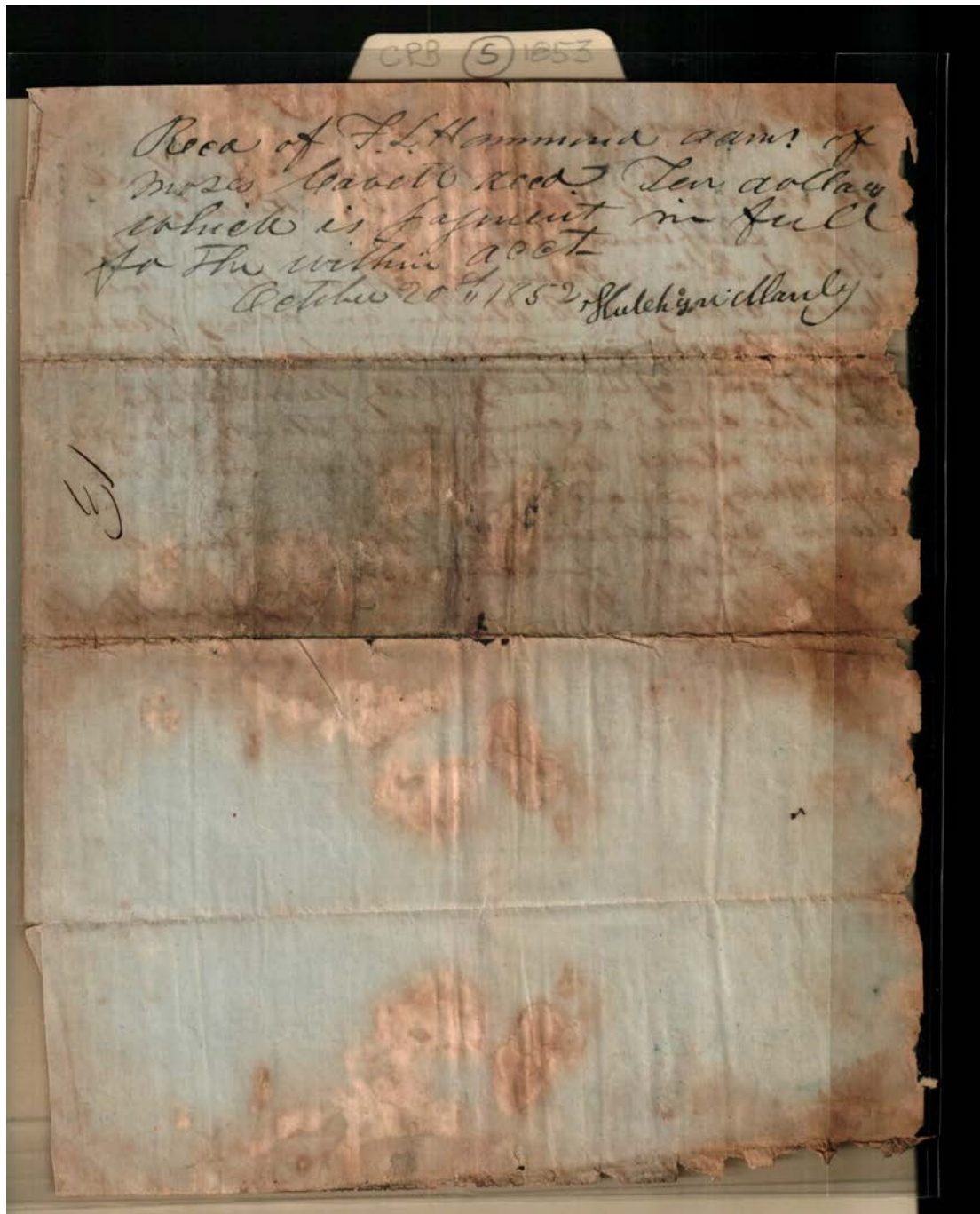
**Types:**

receipt

**Dates:**

February 10, 1853	October 20, 1852	September 1, 1852
-------------------	------------------	-------------------





Moses Cavett estate

**Names:**

Cavett, Moses estate

Hammond, F. L.

Manly, Hutchison

**Types:**

receipt

**Dates:**

October 20, 1852

CP3 (5) 1853

Mr. Moses Cavett  
1850 To Hutchison Manly Esq  
To Services of William Manly Esq. Rendered  
at Different Times During the yr. 1850 \$13.00  
State of Ala } Personally appeared before me  
Madison County } L.B. Strother an acting Justice  
of the Peace in and for said County Hutchison  
Manly and after being duly sworn states  
that the above account as it stands charged  
against Moses Cavett is Just and True  
and Wholly unpaid.  
Sworn and Subscribed to before me this the  
29<sup>th</sup> Day of Sept. 1852  
L.B. Strother J.P. Hutchison Manly

Moses Cavett estate

**Names:**

Cavett, Moses

Manly, Hutchison

**Places:**

Madison Co., AL

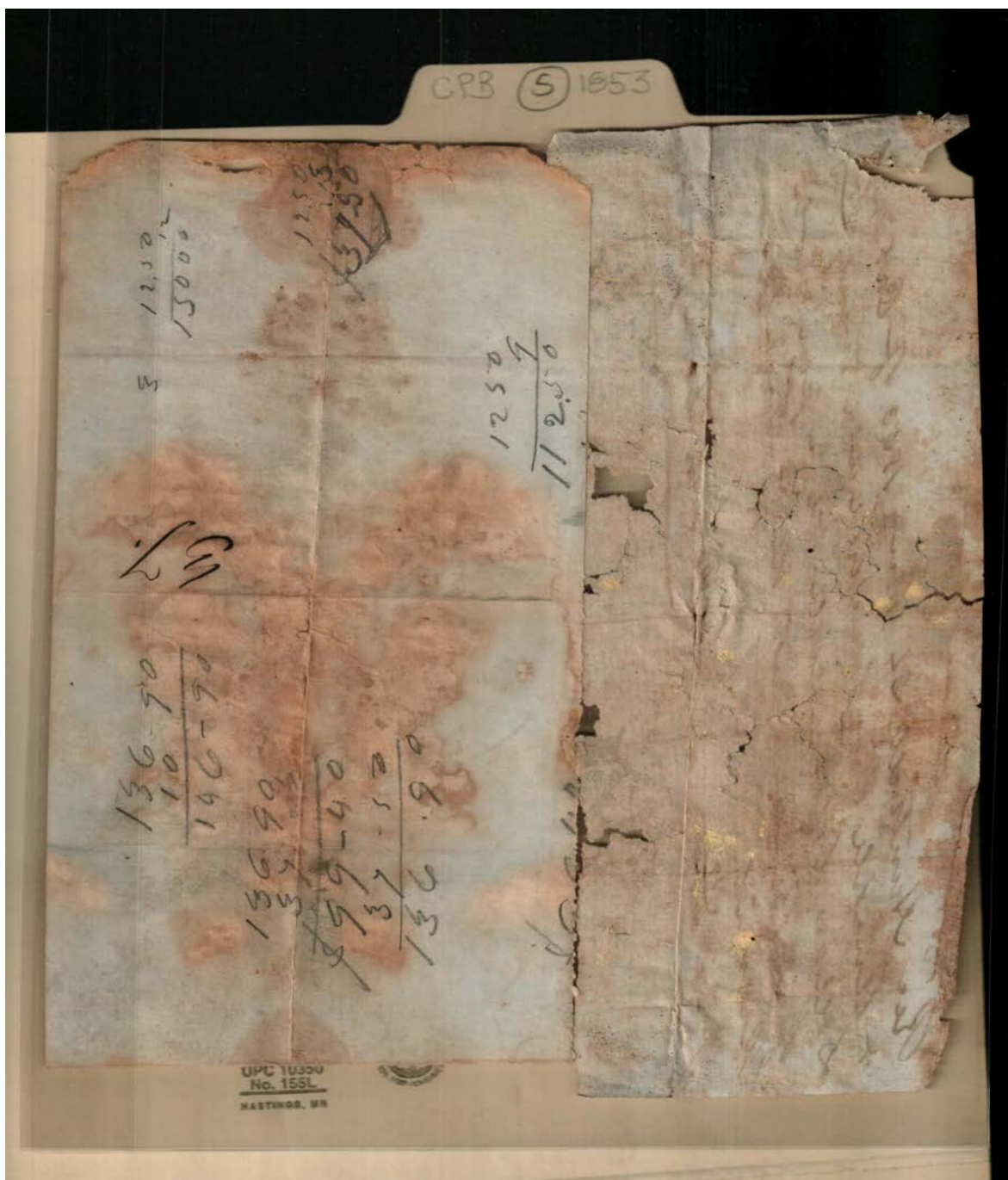
**Types:**

account

**Dates:**

September 29, 1852



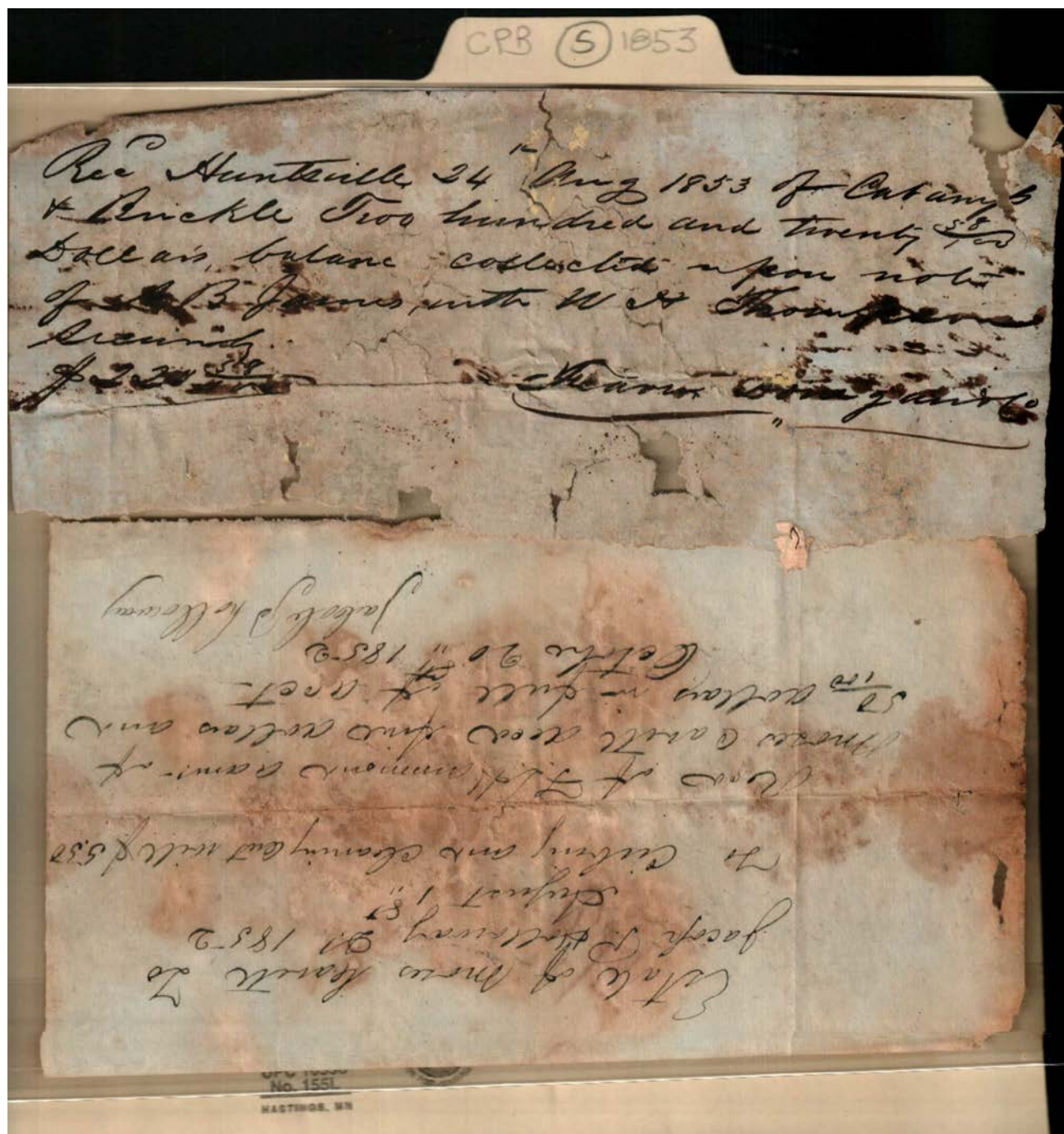


Moses Cavett estate

**Types:**

memo





Moses Cavett estate

**Names:**

Cabaniss & Brickell  
Cavett, Moses estate

Hammond, F. L.  
Holloway, Jacob P.

James, J. B.  
Thompson, W. H.

**Places:**

Huntsville, AL

**Types:**

receipt

**Dates:**

August 24, 1853

October 20, 1852

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 3, Folder 5

Legal and court documents, 1853

Image 19 r01b03-05-000-0019 [Contents](#) [Index](#) [About](#)



Moses Cavett estate

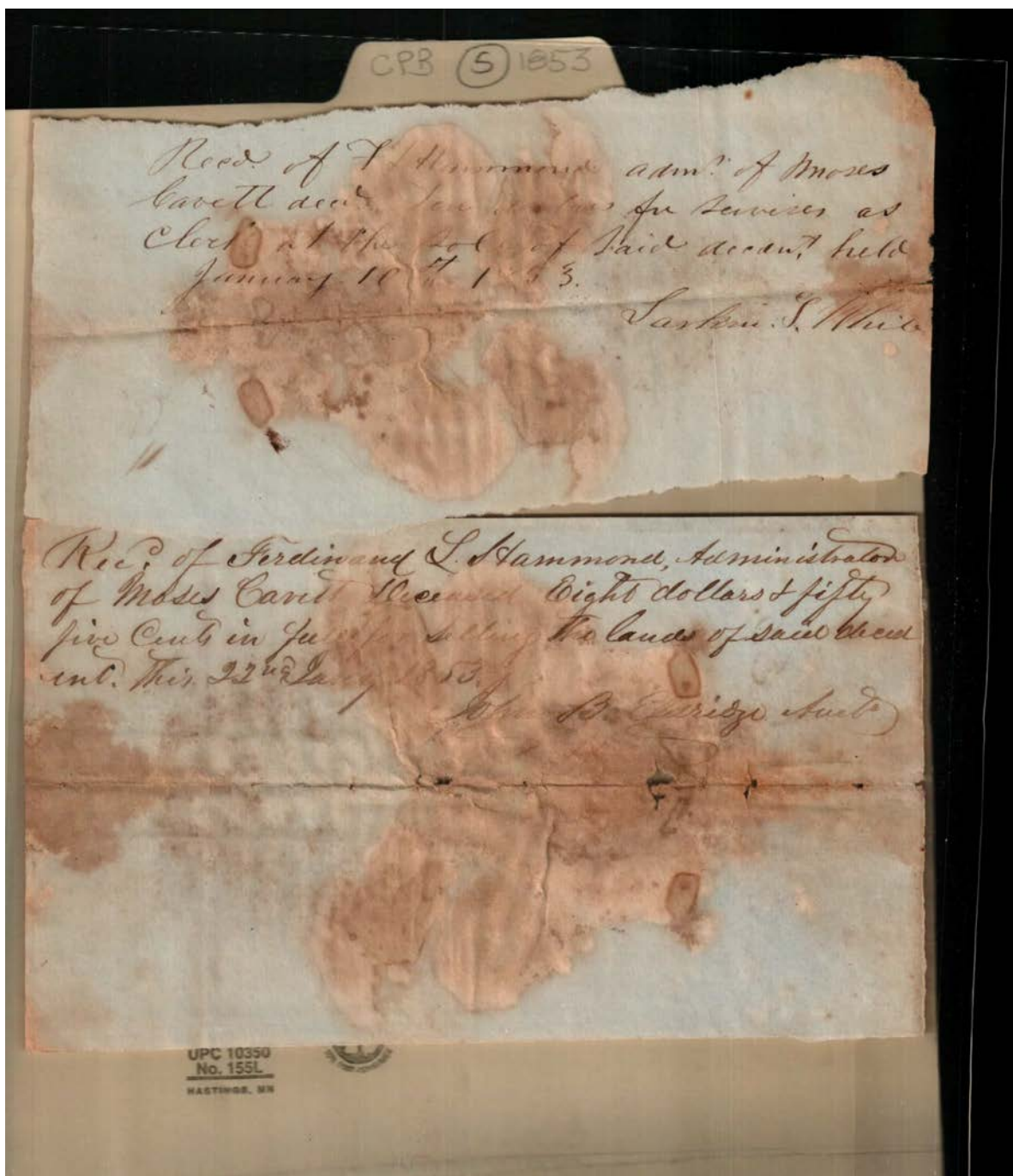
**Names:**

White, Larkin S.

**Types:**

receipt





Moses Cavett estate

**Names:**

Cavett, Moses estate

Eldridge, John B.

Hammond, F. L.

White, Larkin S.

**Types:**

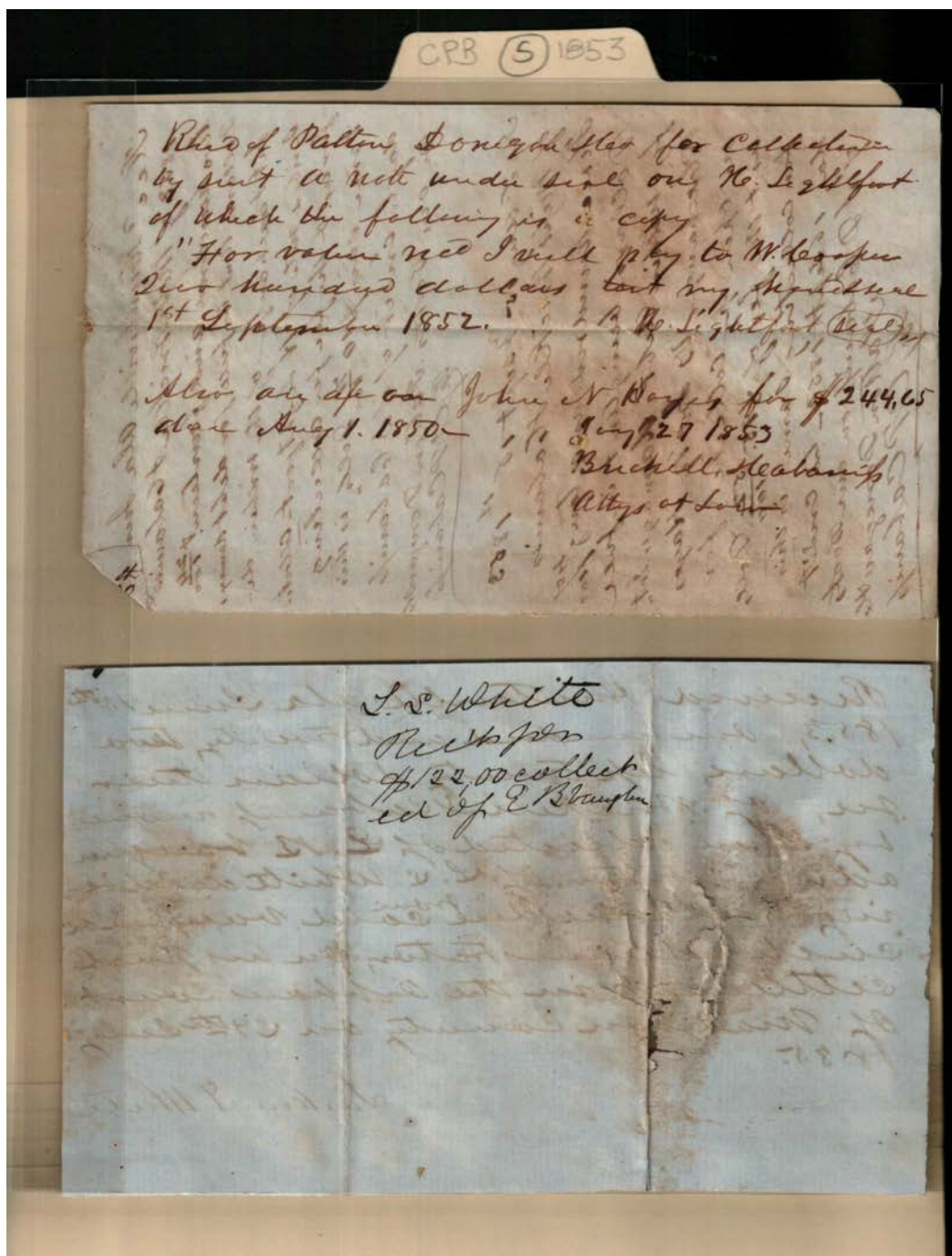
receipt

**Dates:**

January 10, 1853

January 22, 1853





**Names:**

Brickell & Cabaniss  
Cooper, W.

Hayes, N.  
Lightfoot, H.

Patton, Donegan &  
Co.

Vaughn, E. B.  
White, L. S.

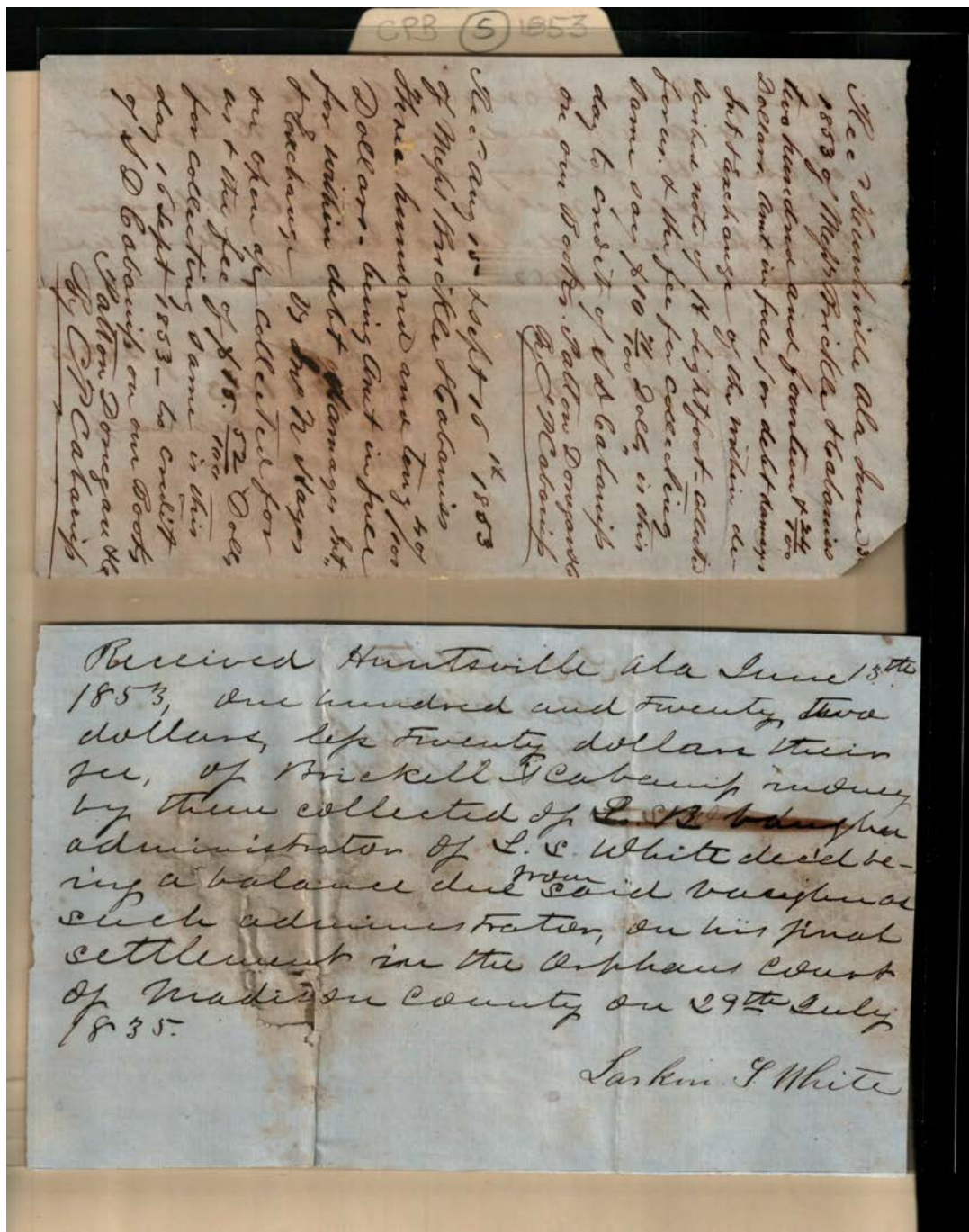
**Types:**

receipt

**Dates:**

1853

January 27, 1853



**Names:**

Brickell & Cabaniss  
Cabaniss, C. P.  
Cabaniss, S. D.

Hayes, N.  
Lightfoot, H.

Patton, Donegan &  
Co.  
White, Larkin S.

**Places:**

Huntsville, AL

**Types:**

receipt

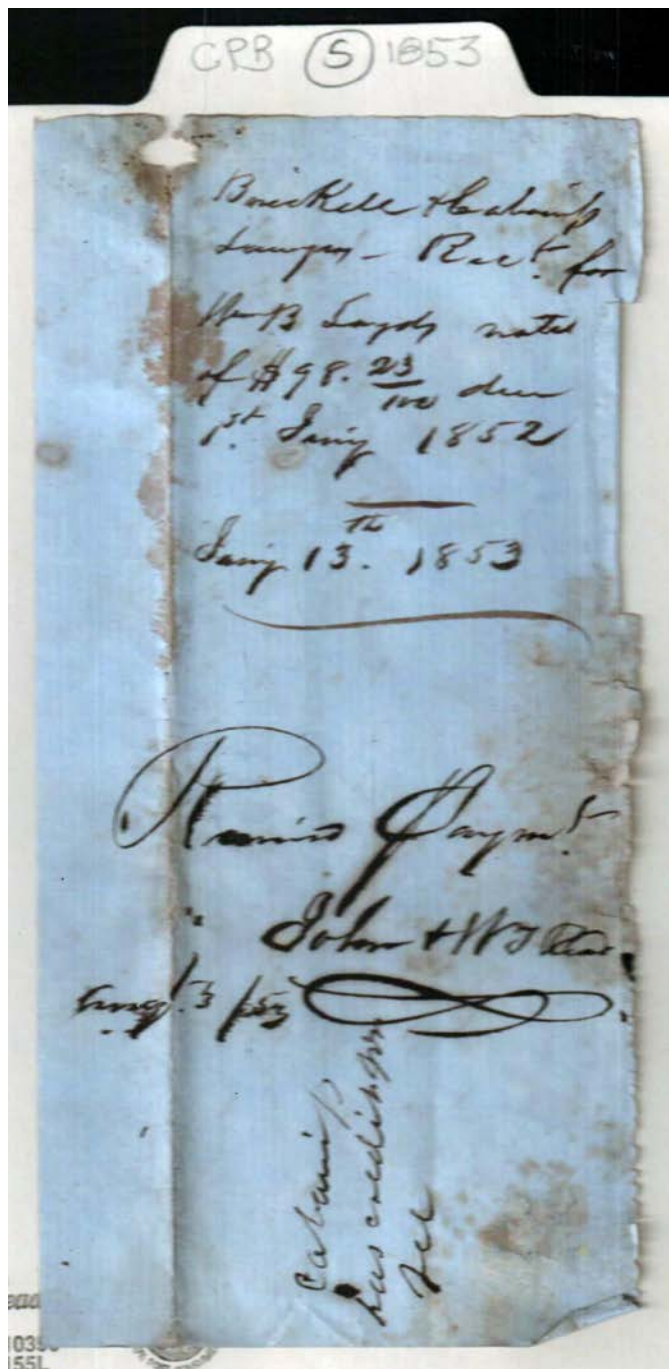
**Dates:**

June 13, 1853

June 30, 1853

September 16, 1853





**Names:**

Brickell & Cabaniss

Lloyd, William B.

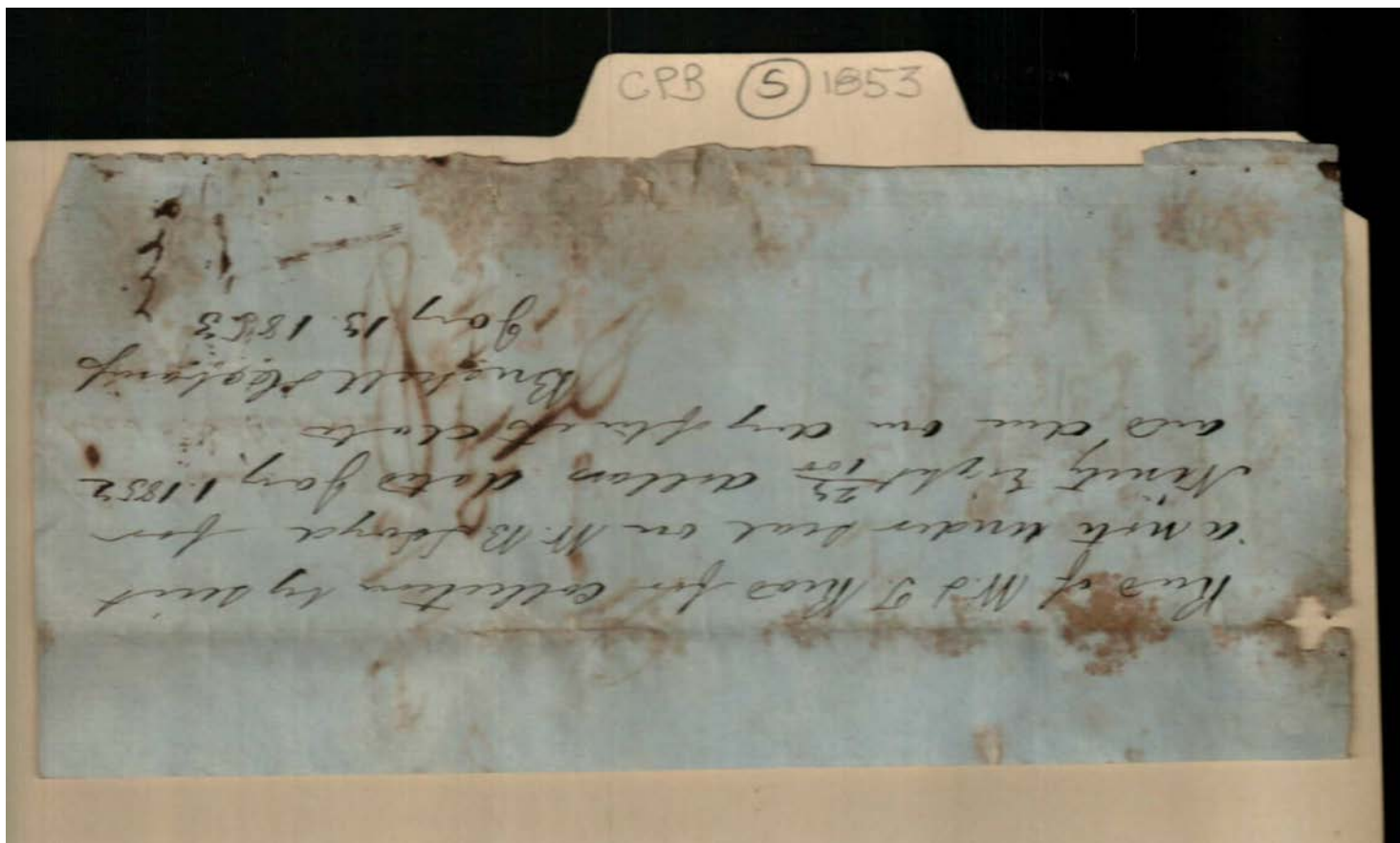
**Types:**

receipt

**Dates:**

January 13, 1853





**Names:**

Brickell & Cabaniss

Lloyd, W. B.

Read, John & W. B.

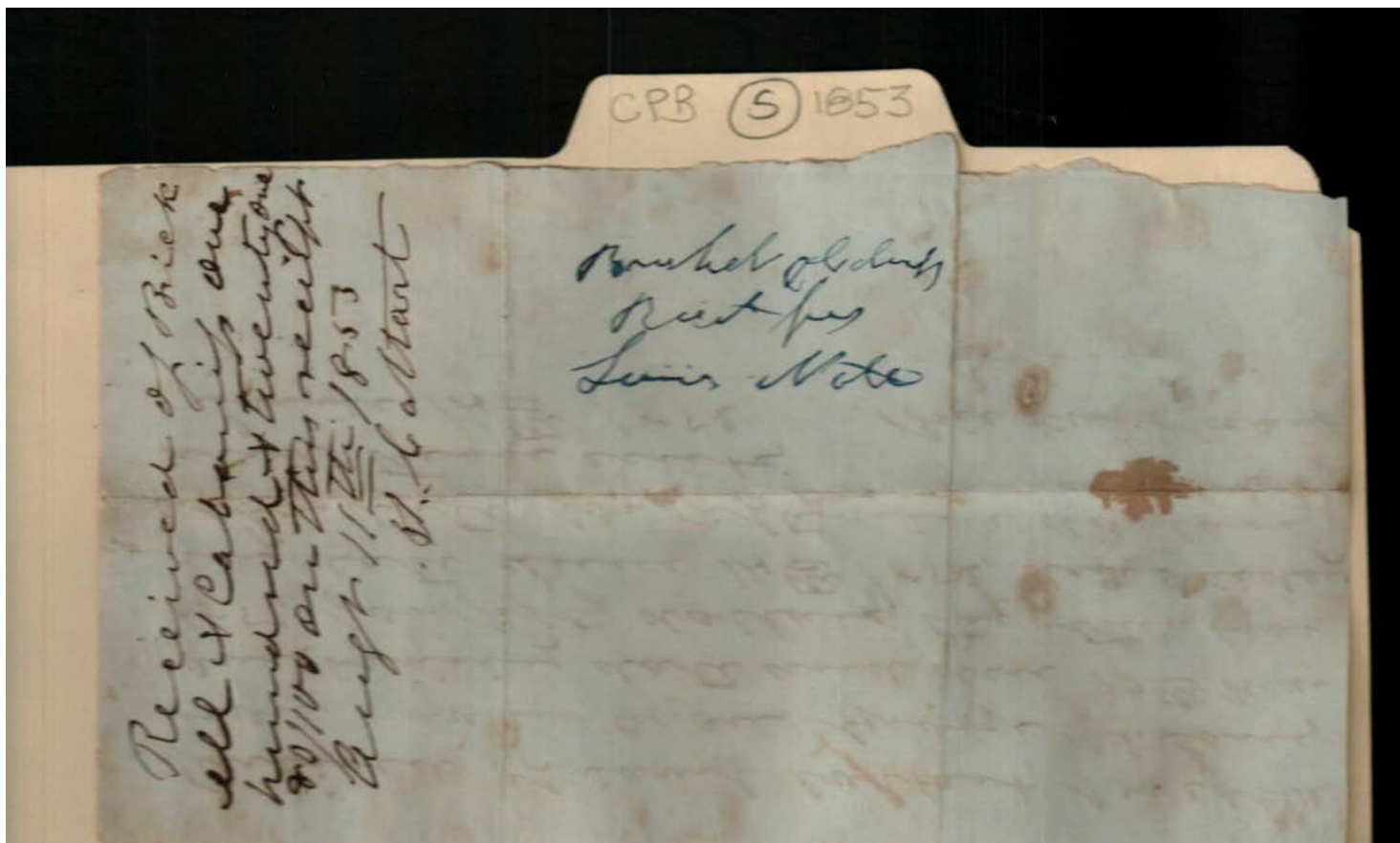
Read, W. & T.

**Types:**

receipt

**Dates:**

January 13, 1853



**Names:**

Brickell & Cabaniss

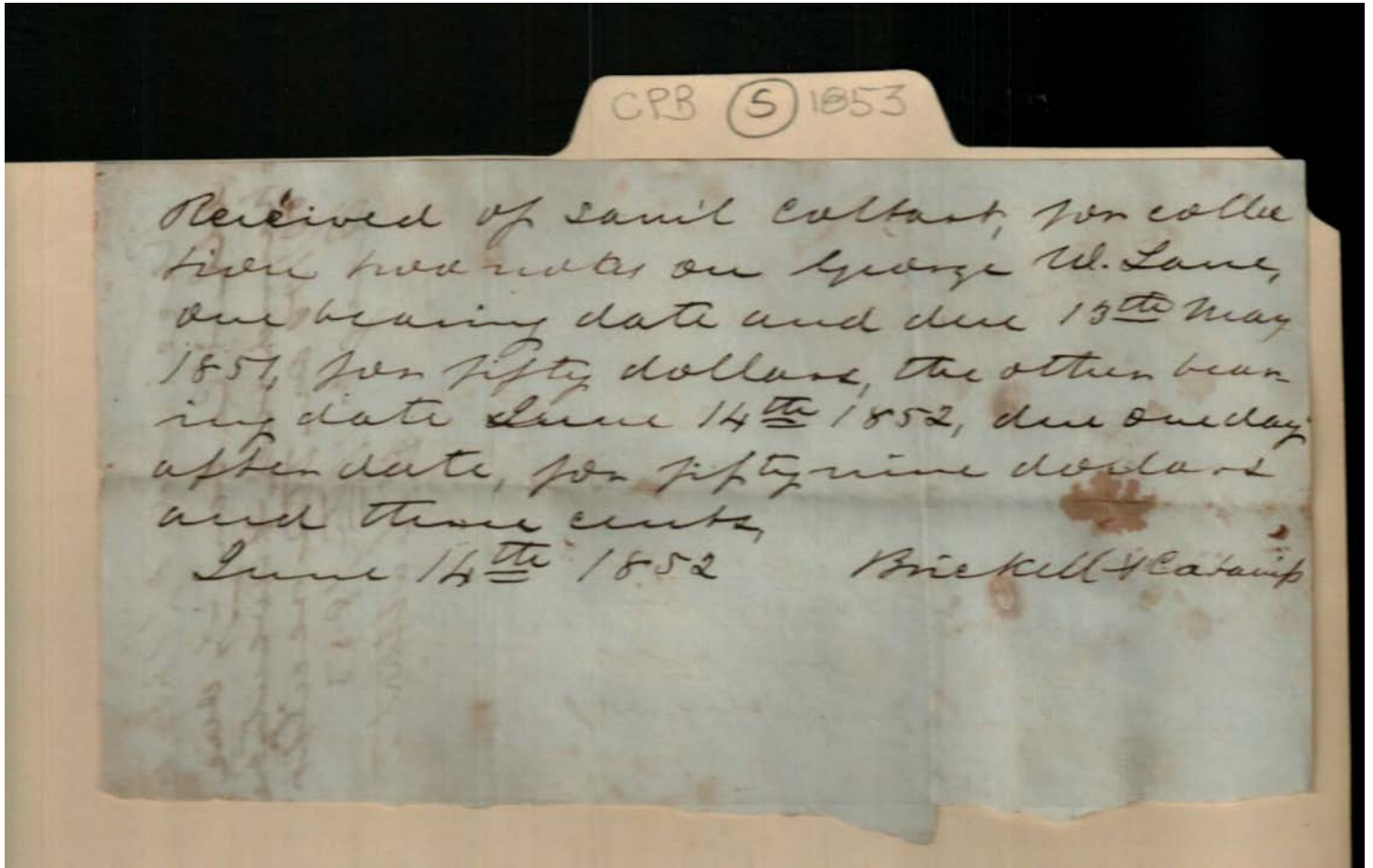
Coltart, S.

**Types:**

receipt

**Dates:**

August 11, 1853



**Names:**

Brickell & Cabaniss

Coltart, Samuel

Lane, George W.

**Types:**

receipt

**Dates:**

June 14, 1852



CPB (5) 1853

Charles Schlack

vs

George W. Lane

Judgt 28 Febr

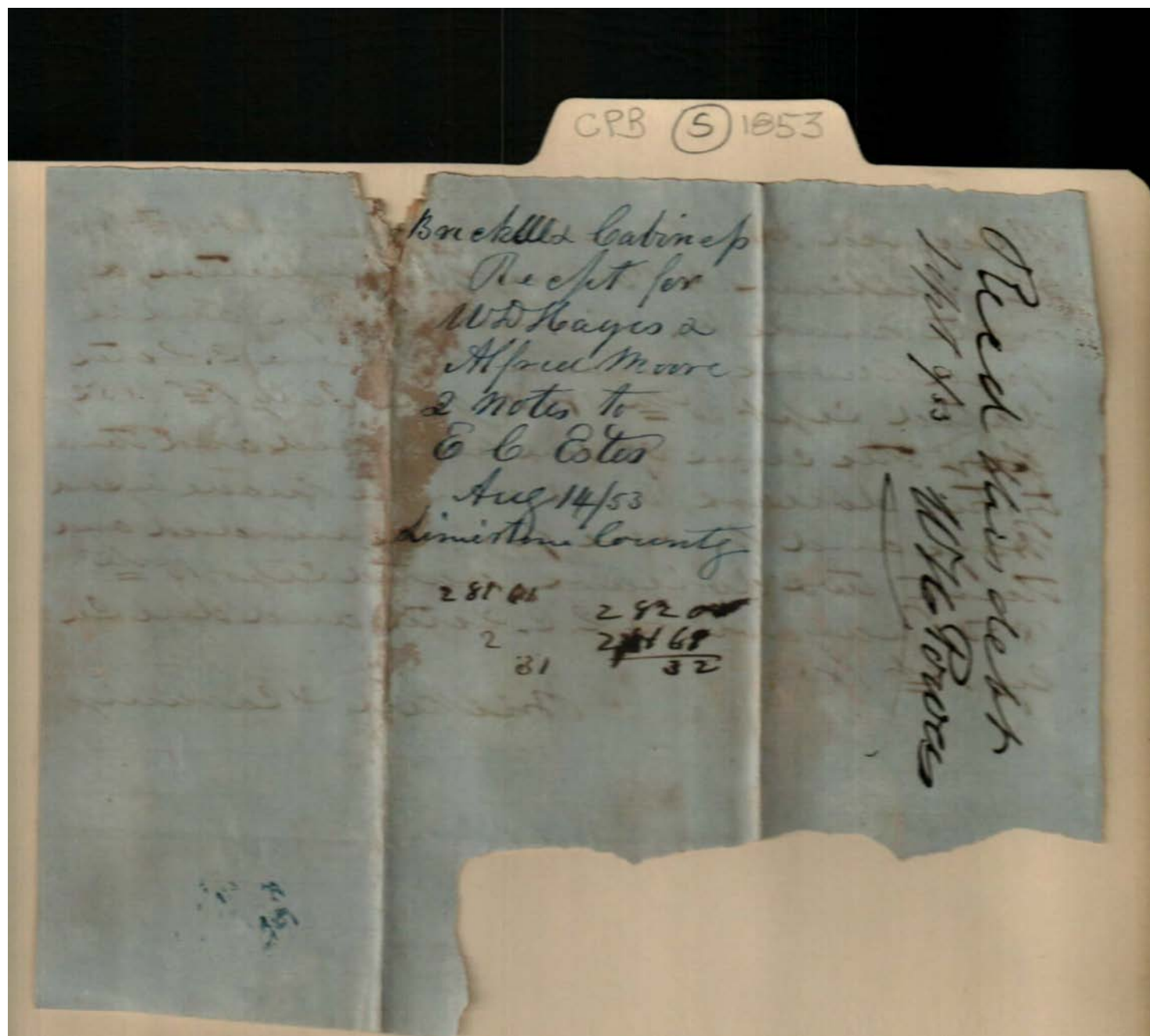
1853, in Circuit

Court of Madison

Debt	\$106 00
Law	6 56
Interest	5 89
Exchange	1 64
	\$118 09

Rec'd Augt 10<sup>th</sup> 1853 of Brickell & Cabaniss one hundred and eighteen dollars and nine cents in full of the above judgt

Charles Schlack



**Names:**

Brickell & Cabaniss  
Estes, E. C.

Hayes, W. D.  
Moore, Alfred

Powers, W. H.

**Places:**

Limestone Co., AL

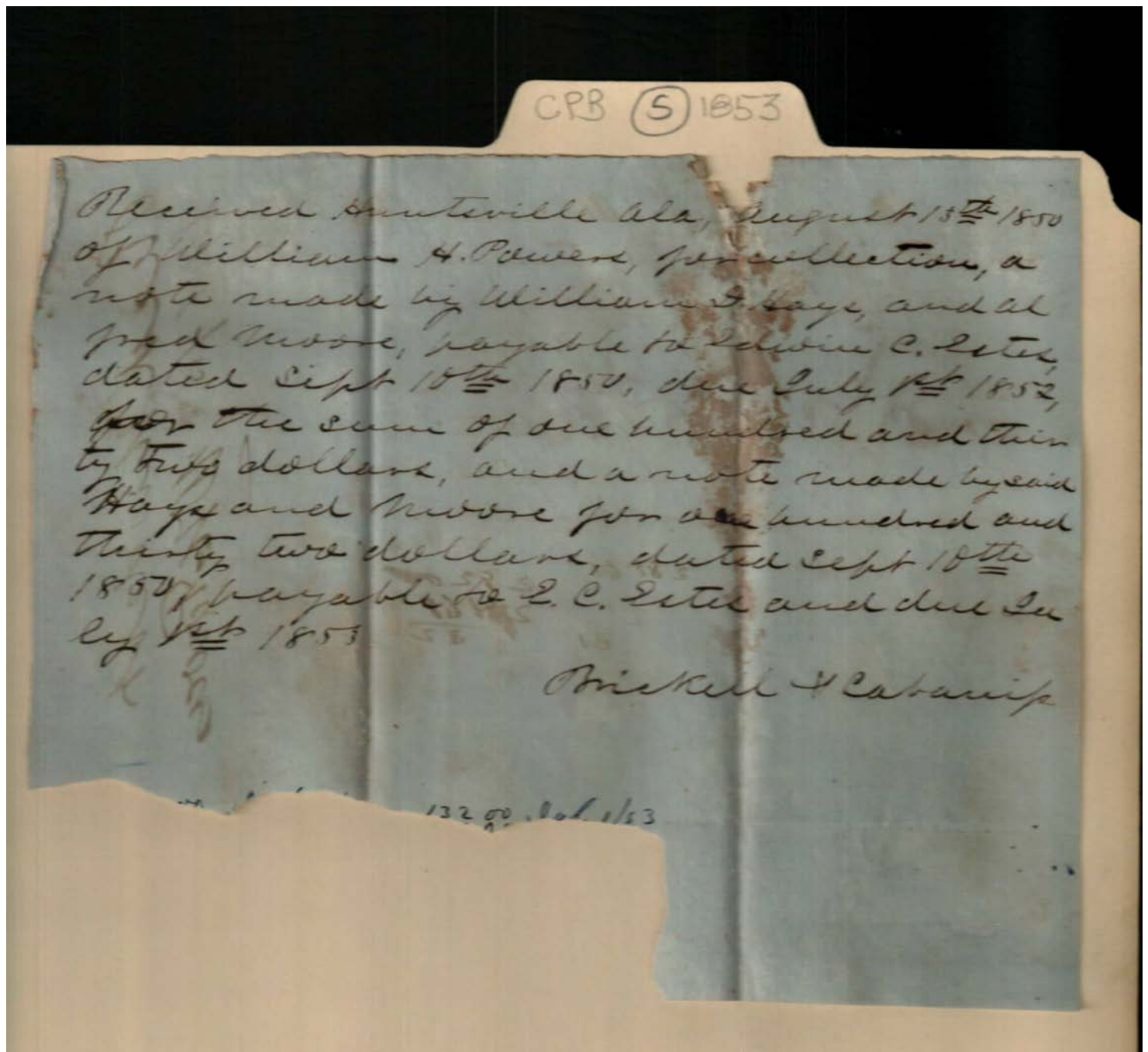
**Types:**

receipt

**Dates:**

August 14, 1853

September 1853



**Names:**

Brickell & Cabaniss  
Estes, Edwin C.

Hayes, William D.  
Moore, Alfred

Powers, William H.

**Places:**

Huntsville, AL

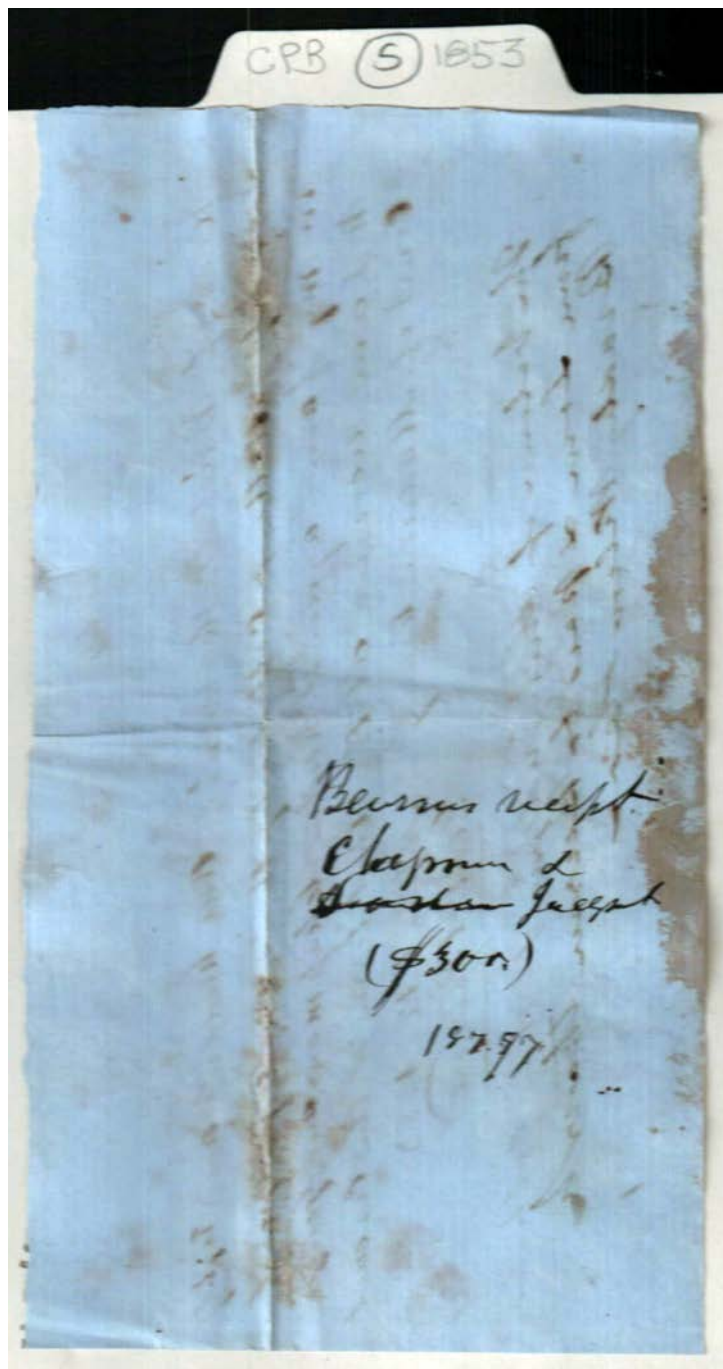
**Types:**

receipt

**Dates:**

August 13, 1850





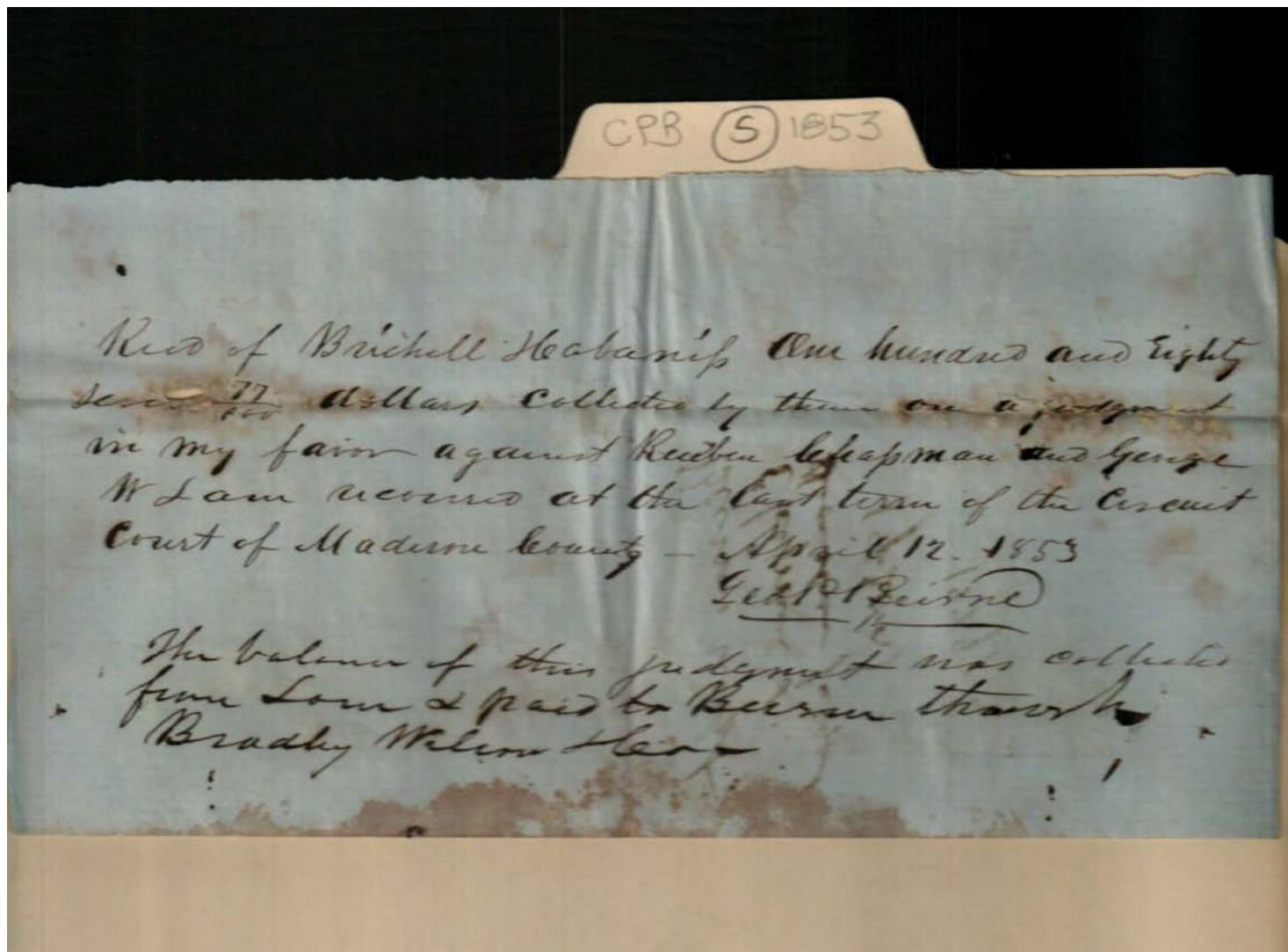
**Names:**

Burrus,

Chapman,

**Types:**

memo



**Names:**

Beirne, George P.

Bradley, Wilson &  
Co.

Brickell & Cabaniss  
Chapman, Reuben

Law, George W.

**Places:**

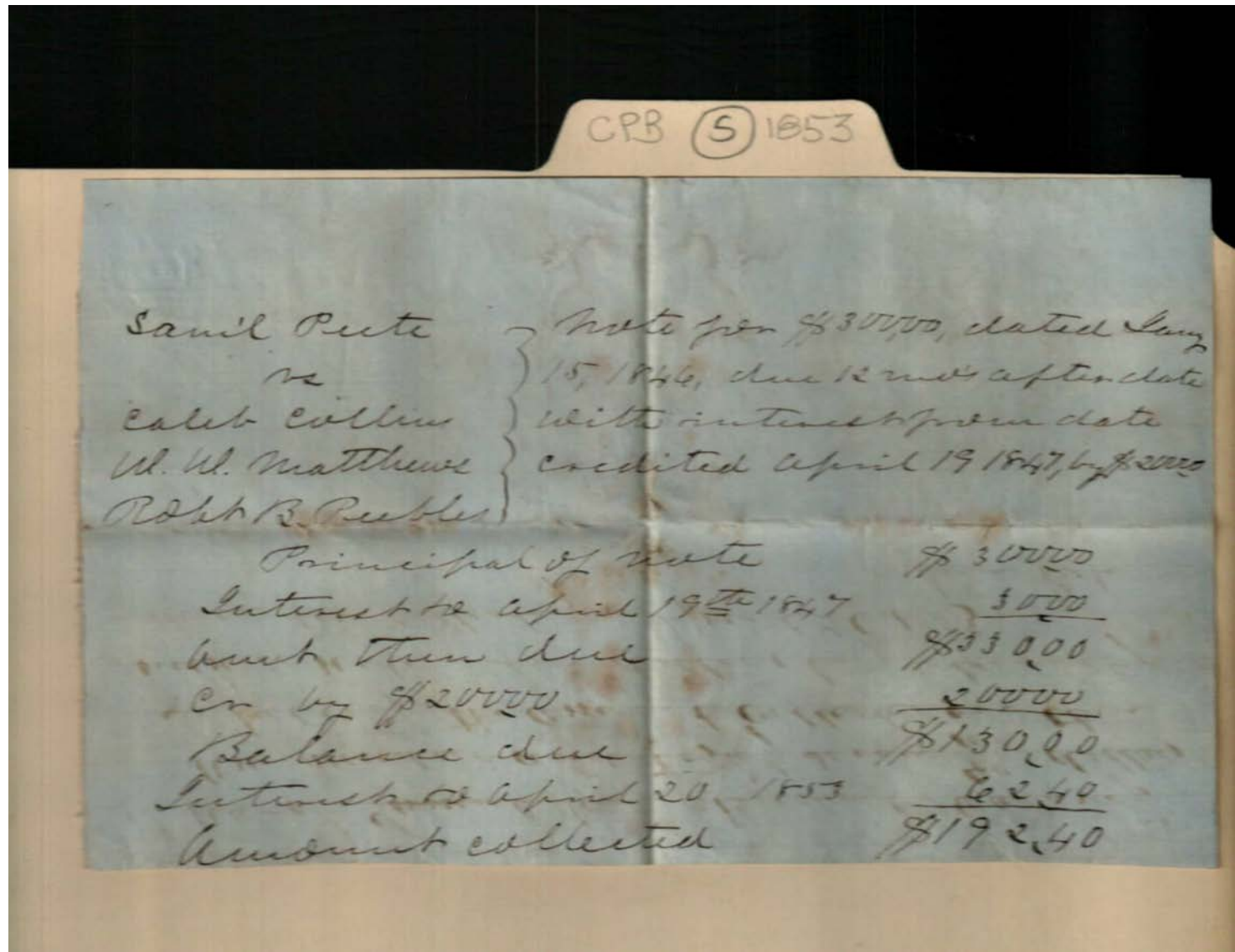
Madison Co., AL

**Types:**

receipt

**Dates:**

April 12, 1853

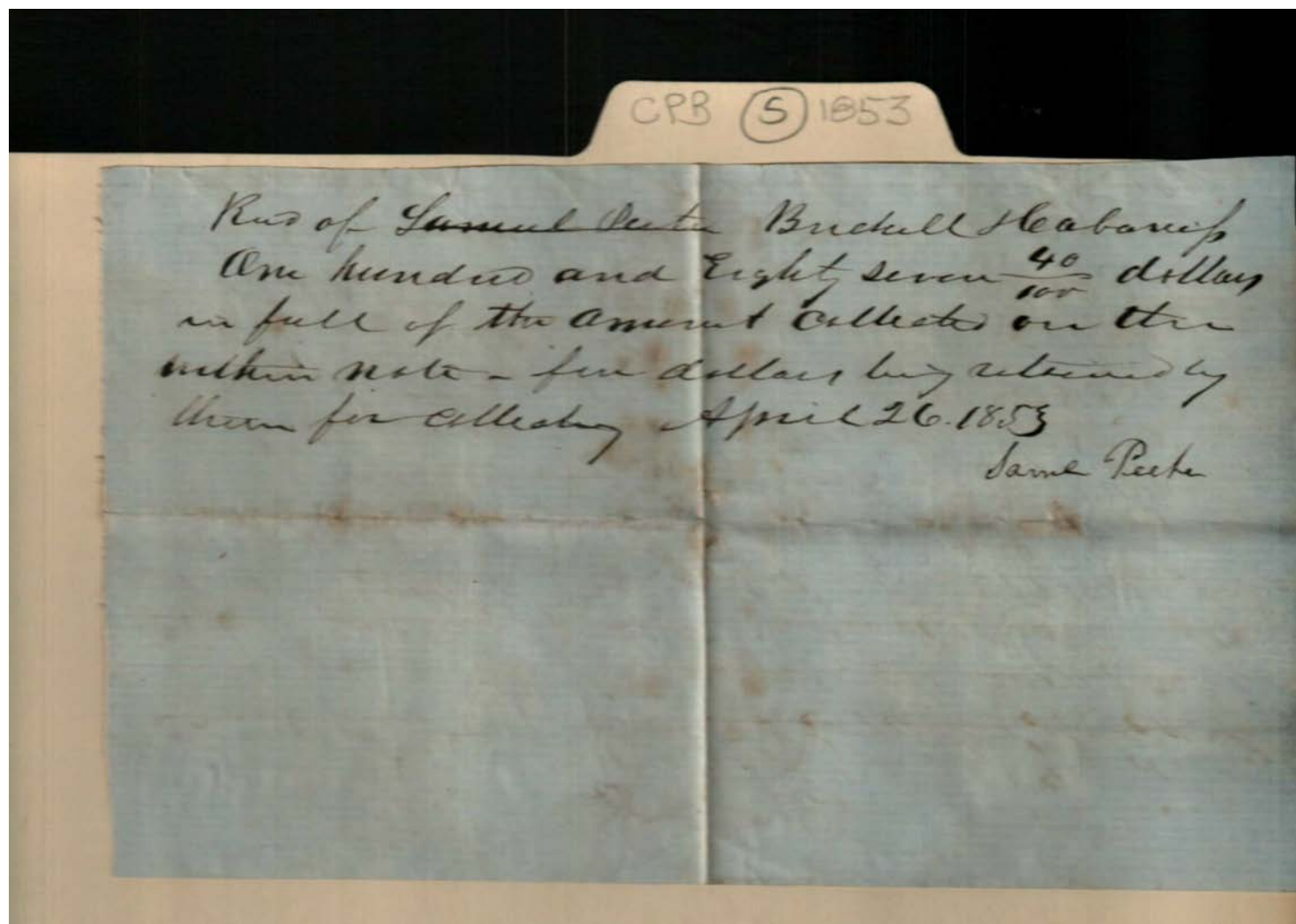


**Names:**  
 Collins, Caleb                      Matthews, W. W.                      Peebles, Robert                      Peete, Samuel

**Types:**  
 account

**Dates:**  
 1853





**Names:**

Brickell & Cabaniss

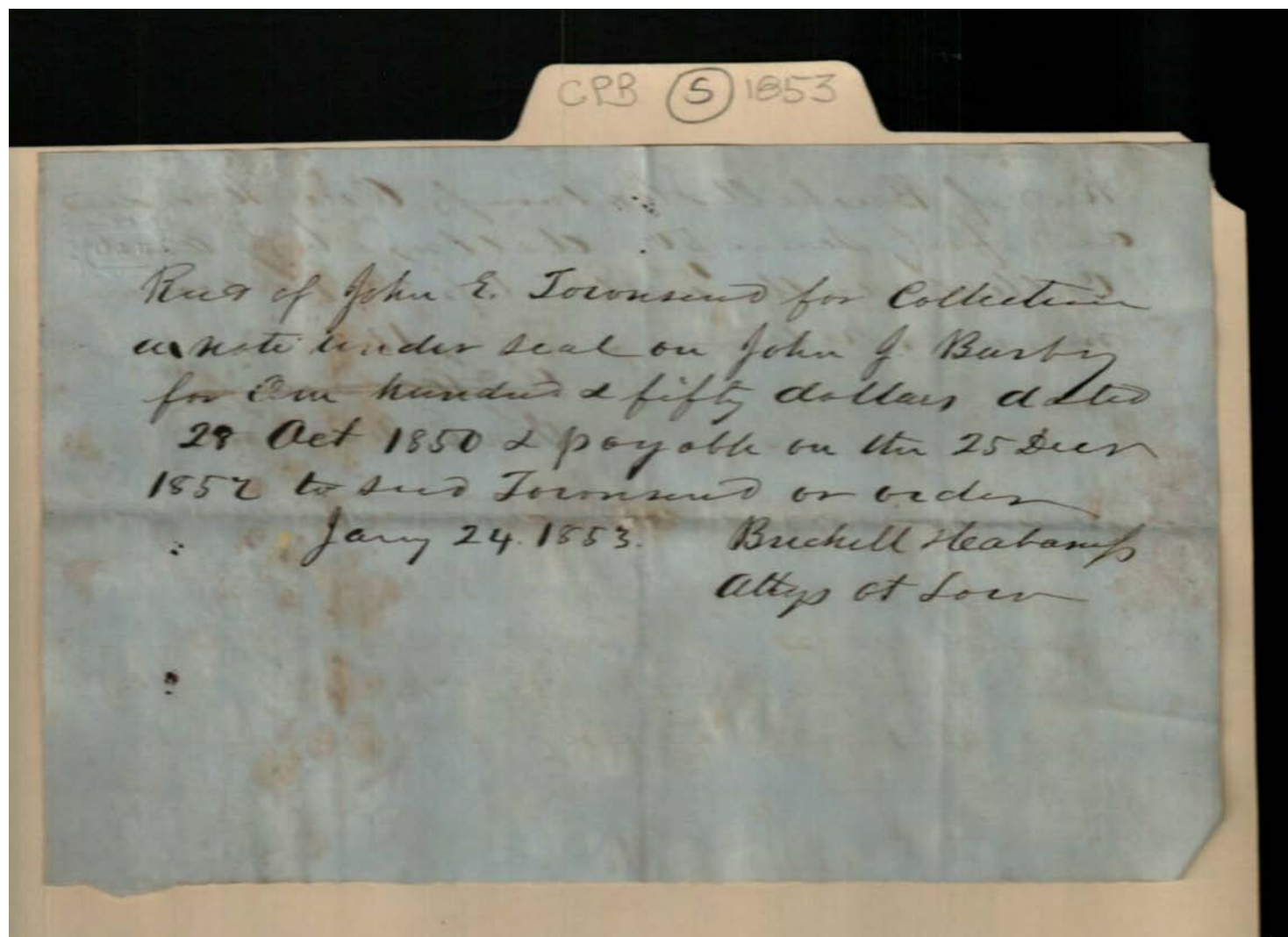
Peete, Samuel

**Types:**

receipt

**Dates:**

April 26, 1853



**Names:**

Busby, John J.

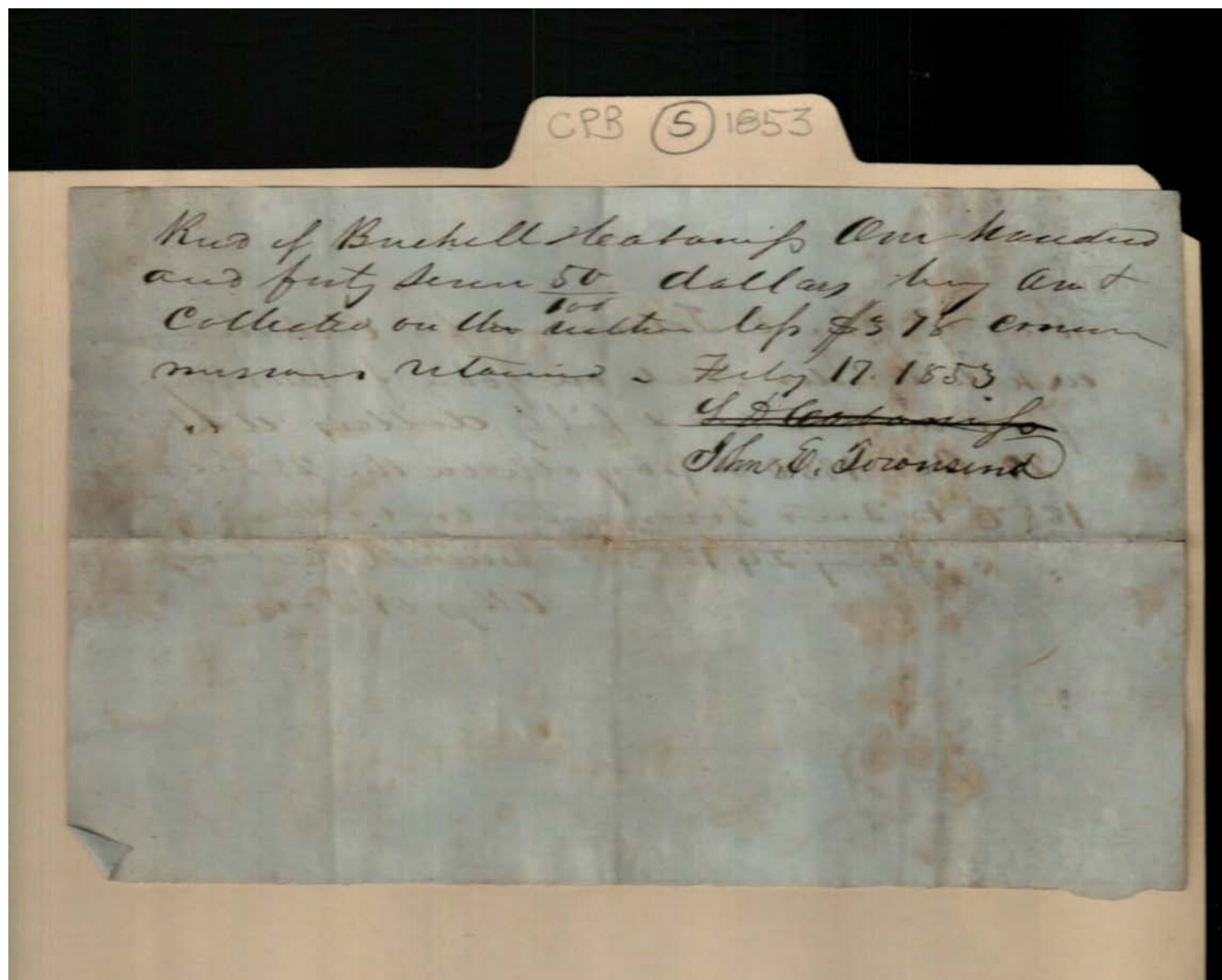
Townsend, John E.

**Types:**

receipt

**Dates:**

January 24, 1853



**Names:**

Brickell & Cabaniss

Townsend, John E.

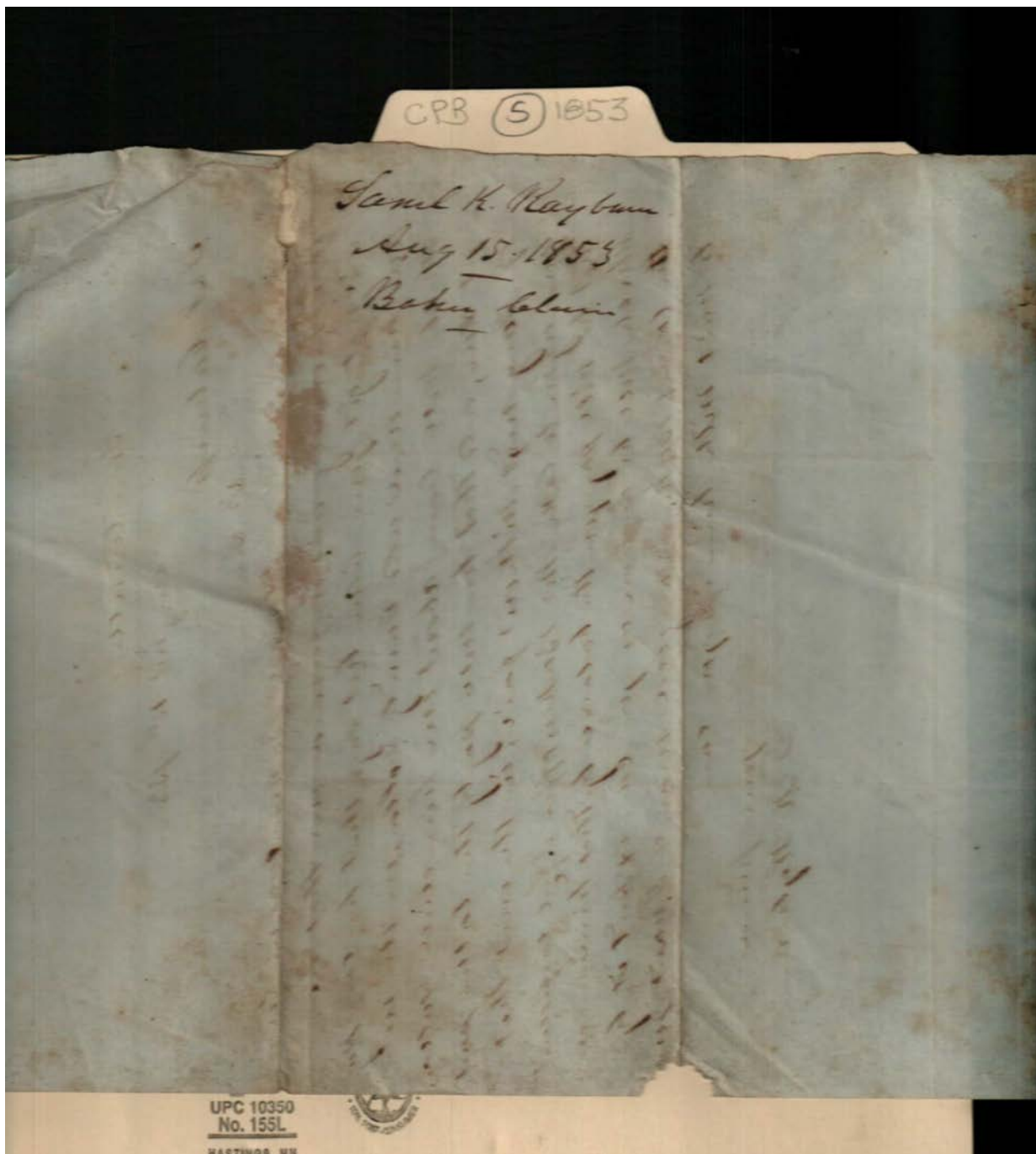
**Types:**

receipt

**Dates:**

February 17, 1853





**Names:**

Rayburn, Samuel K.

**Types:**

memo

**Dates:**

August 15, 1853

CPB (5) 1853

Guntersville  
August 15<sup>th</sup> /53

Dear Cabaniss

David Baker was in town  
this morning and informed me that he  
did not get your letter, but says that he can pay  
one hundred and twenty dollars on the note  
which will leave about one hundred dollars  
yet due, and that he will pay by the latter part  
of August without fail, in the event that  
you agree to take Mr Baker's offer to full confidence  
that he will pay you the balance by that time and  
which will be as soon as you can expect it by  
the law (Baker is a good man & I want you  
to wait with him if you can

your friend  
S K Rayburn

**Names:**

Baker, David

Cabaniss, S. D.

Rayburn, S. K.

**Places:**

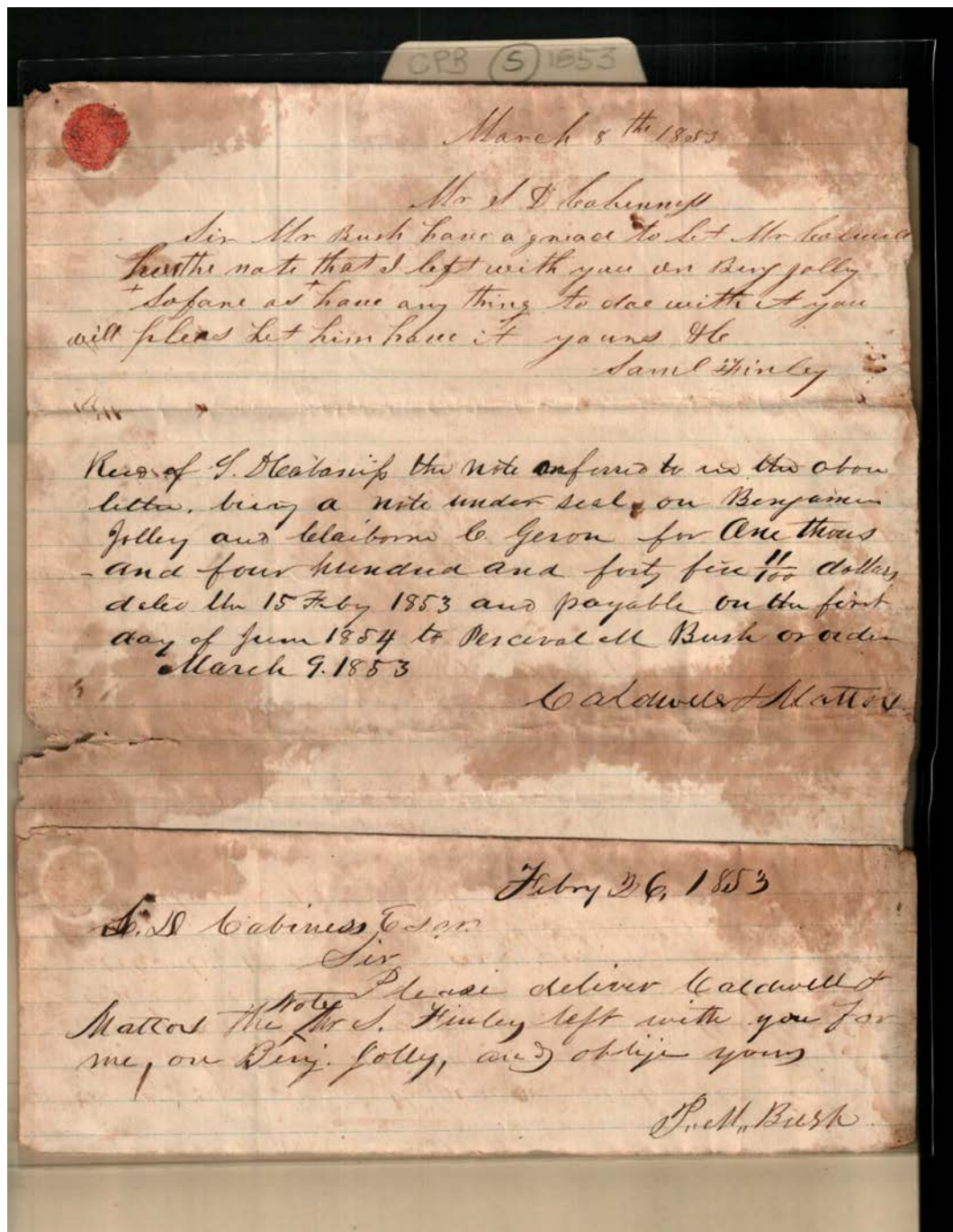
Guntersville, AL

**Types:**

correspondence

**Dates:**

August 15, 1853



**Names:**

Bush, Mr.  
 Bush, P. M.  
 Bush, Percival M.

Cabaniss, S. D.  
 Caldwell & Mattox  
 Caldwell, Mr.

Finley, S.  
 Finley, Samuel  
 Geron, Claiborne C.

Jolley, Benjamin

**Types:**

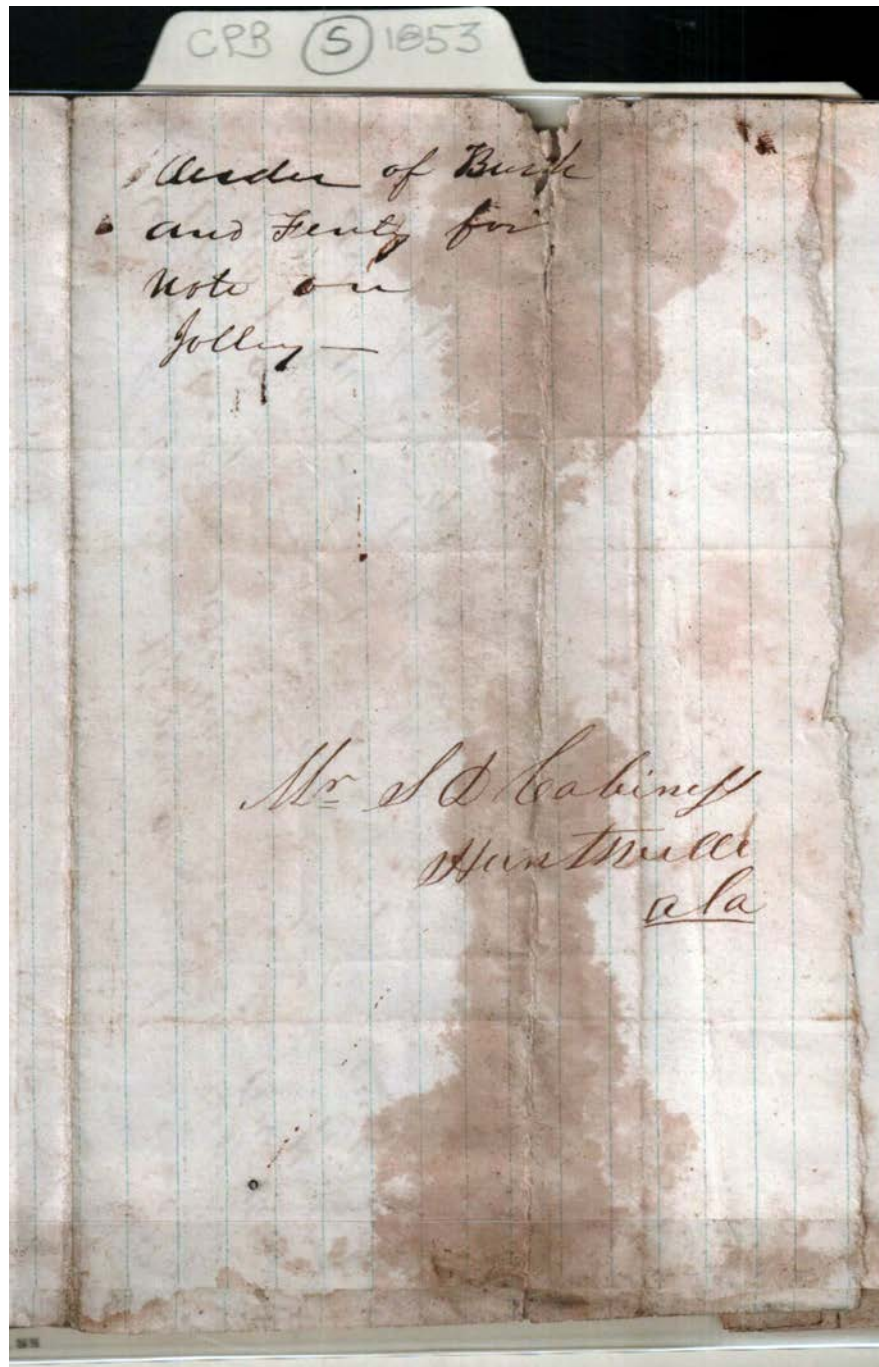
correspondence

**Dates:**

February 26, 1853

March 8, 1853





**Names:**

Cabaniss, S. D.

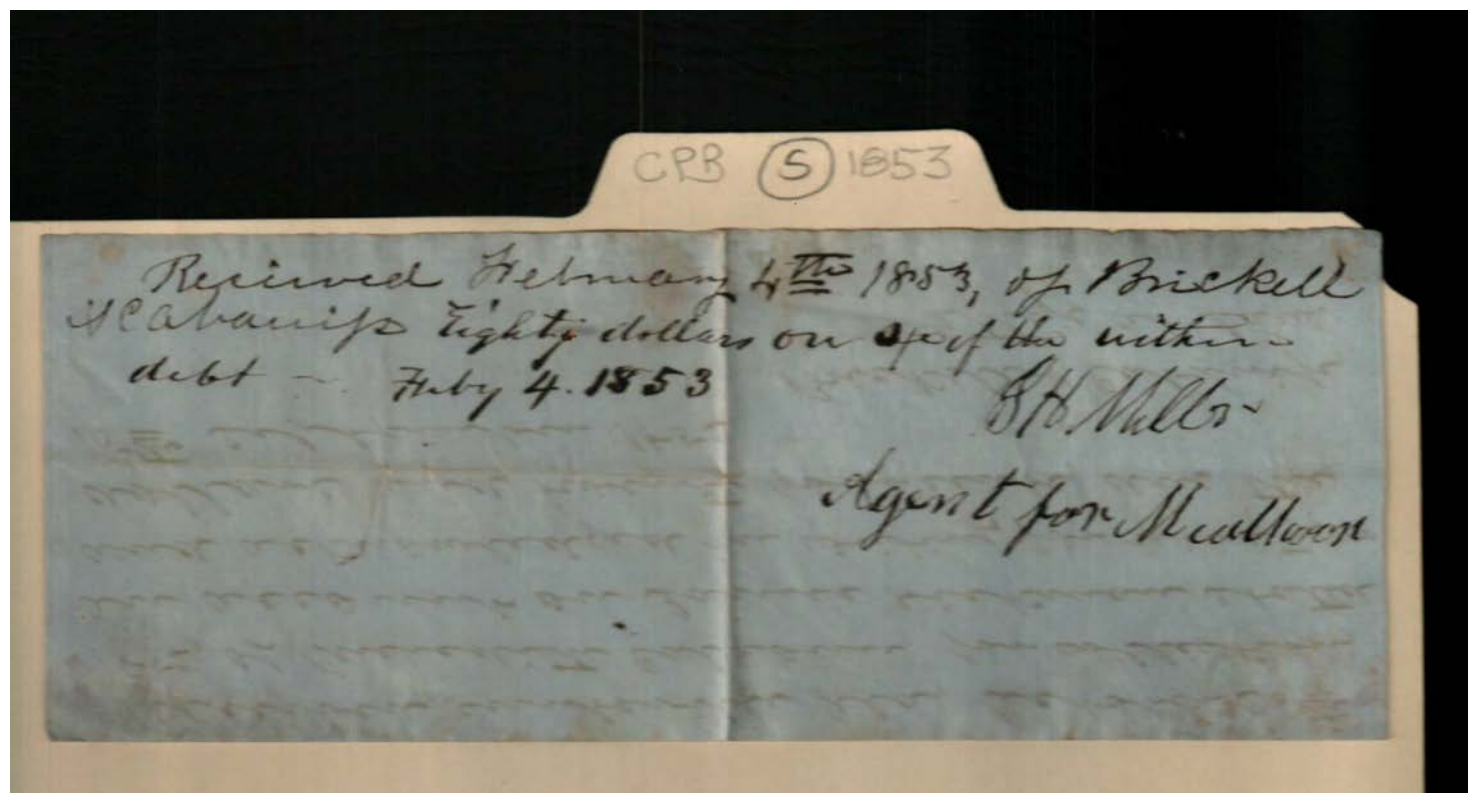
Jolley,

**Places:**

Huntsville, AL

**Types:**

memo



**Names:**

Brickell & Cabaniss

Mills, S. H.

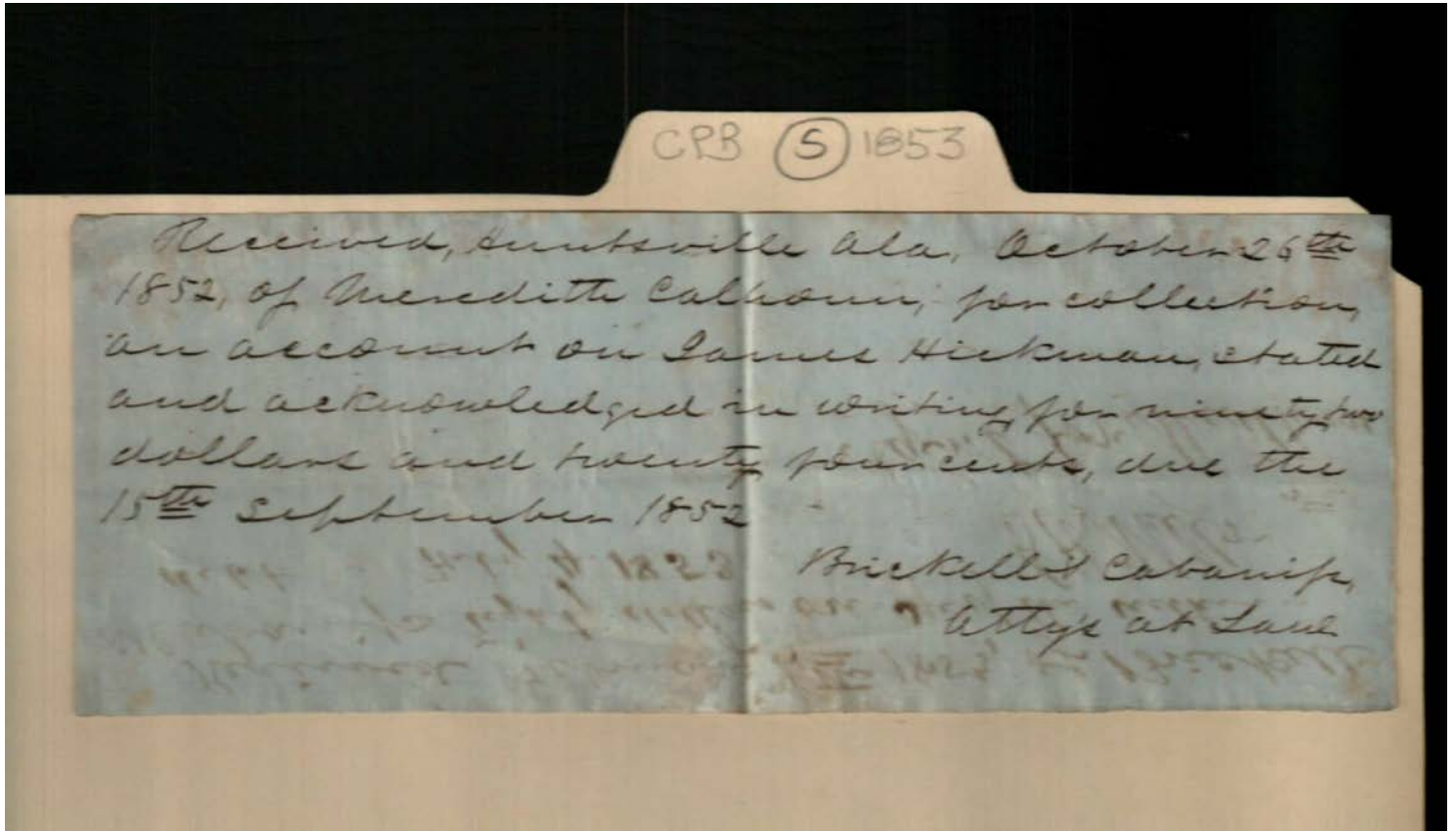
Moon, M. W.

**Types:**

receipt

**Dates:**

February 4, 1853



**Names:**

Brickell & Cabaniss

Calhoun, Meredith

Hickman, James

**Places:**

Huntsville, AL

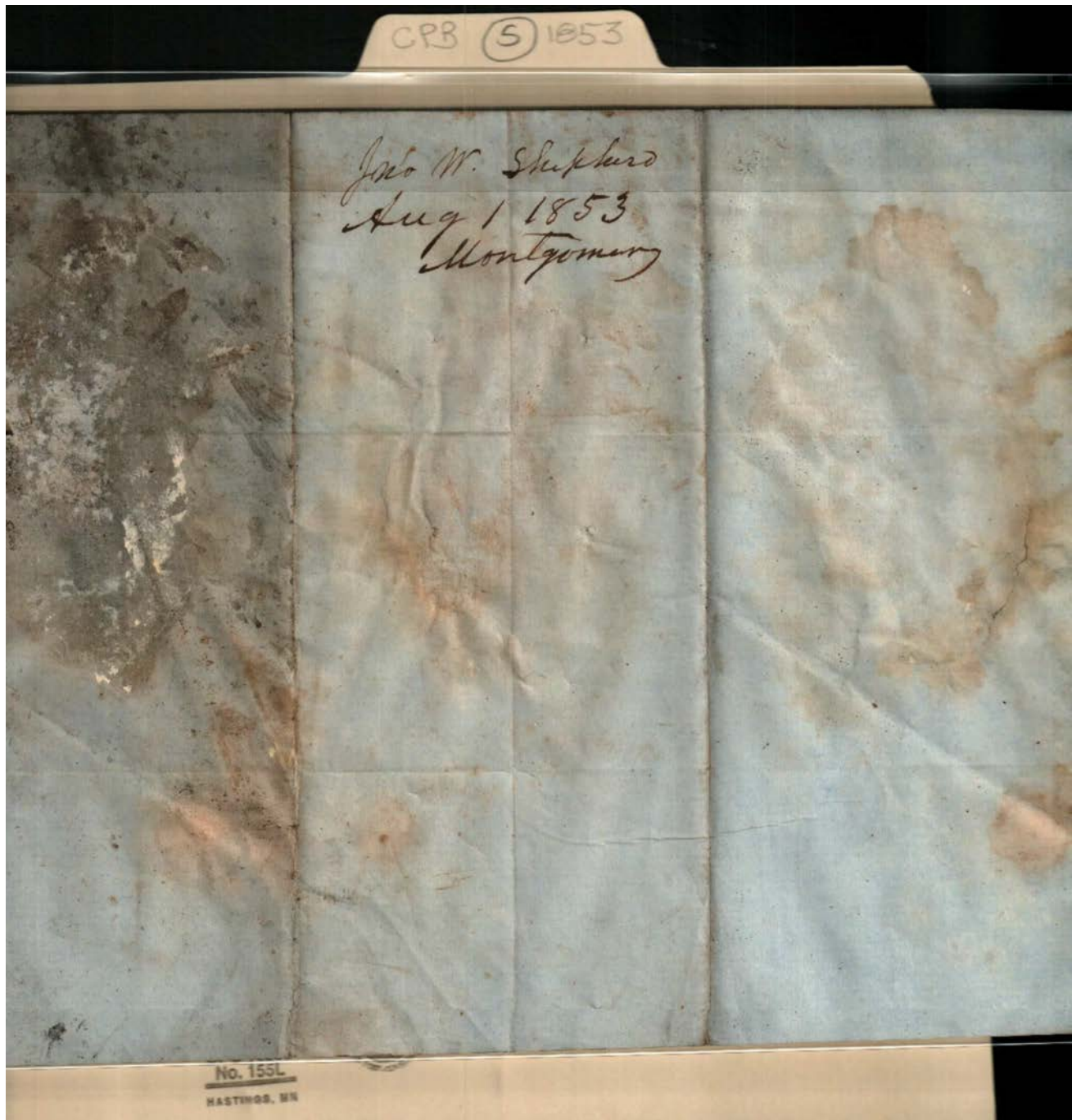
**Types:**

receipt

**Dates:**

October 26, 1852





**Names:**

Shepherd, John W.

**Places:**

Montgomery, AL

**Types:**

correspondence

**Dates:**

August 1, 1853

CPB (5) 1853

Montgomery, August 1. 1853.

S. D. Cabaniss Esqr.  
Huntsville Ala.

Dr. Sir,

I received on yesterday your letter of the 27<sup>th</sup> ult. with the accompanying papers. I will attend to the Marshall case, of course. Sam Rice told me this morning that he had not received any letter from either you or Brickell, in relation to the Snodgrass case, but he promised to argue it, and he and Col. Elmore are both now at work on the record.

Judge Parsons and Mrs Parsons passed through this place yesterday, on their road to North Alabama; they will stop in Jackson County several days, before coming to Huntsville. John Finney was here several days of last week. He started for Huntsville this morning on horseback.

I shall be at home between the 15<sup>th</sup> and 20<sup>th</sup> of this month. Judge Ligon and I will leave as soon as court adjourns, and take the stage route through Talladega to Huntsville. The last proof sheet of 22<sup>nd</sup> Ala. was struck off on Saturday, and nothing now detains me except the fact that I wrote to my booksellers some weeks ago to make remittances to me at this place on or before the 15<sup>th</sup> Inst. and of course I cannot leave before that day. Yours &c. J. M. Shepherd.

**Names:**

Brickell,  
Cabaniss, S. D.  
Elmore, Col.

Finney, John  
Ligon, Judge  
Marshall,

Parsons, Judge  
Rice, Sam  
Shepherd, J. W.

Snodgrass,

**Places:**

Huntsville, AL

Montgomery, AL

**Types:**

correspondence

**Dates:**

August 1, 1853



CPB (5) 1853

London 21<sup>st</sup> Feb 1853.

My dear Sir,

I have the honor to acknowledge the receipt of your letter of the 17<sup>th</sup> inst. in relation to the matter of the 5<sup>th</sup> of the 18<sup>th</sup> inst. and in reply to inform you that the same has been forwarded to the proper authorities for their consideration. I am, Sir, very respectfully, Sir, your obedient servant.

I have the honor to acknowledge the receipt of your letter of the 17<sup>th</sup> inst. in relation to the matter of the 5<sup>th</sup> of the 18<sup>th</sup> inst. and in reply to inform you that the same has been forwarded to the proper authorities for their consideration. I am, Sir, very respectfully, Sir, your obedient servant.

**Names:**

Cabaniss, S. D.

**Types:**

correspondence

**Dates:**

February 13, 1853



CRB (S) 1053  
 returned. I was inclined to the opinion  
 that the order of reform is also in this  
 the right to the best thing in - and  
 justice, but also to remember his  
 faith. I have used I in this - to  
 into one of his notes. He certainly said  
 he in this - to the best thing in the  
 parts, which he is going to find.  
 I believe the right to the best thing in  
 spirit, then, to be like the part of  
 every day of life, which I have  
 he has already in mind of his  
 all, I believe.  
 Very respectfully  
 J. B. Jellicoe

February 13, 1853

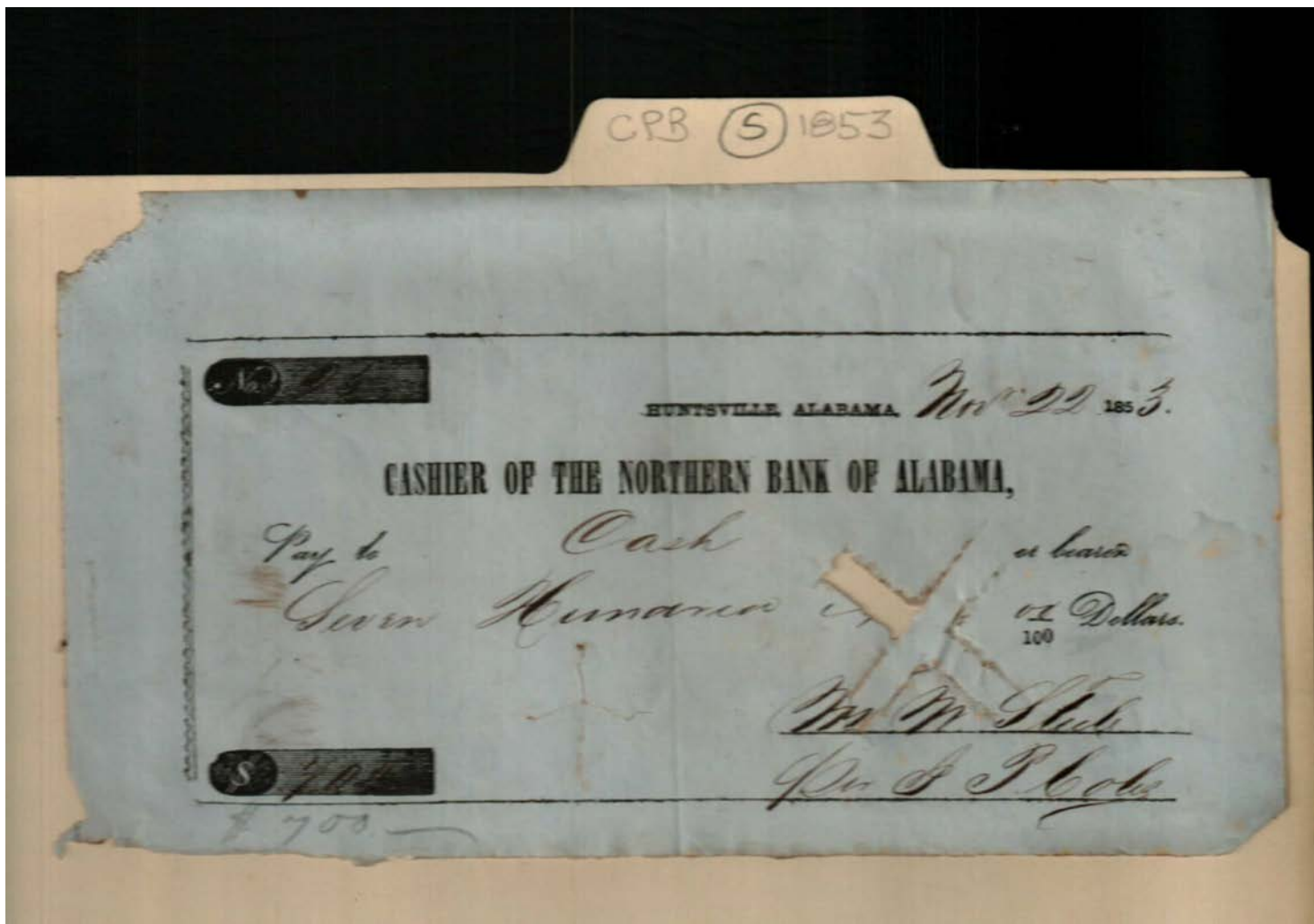
Cruse, Samuel

Northern Bank of  
Alabama

## Huntsville, AL

check

September 24, 1853



**Names:**

Northern Bank of  
Alabama

**Places:**

Huntsville, AL

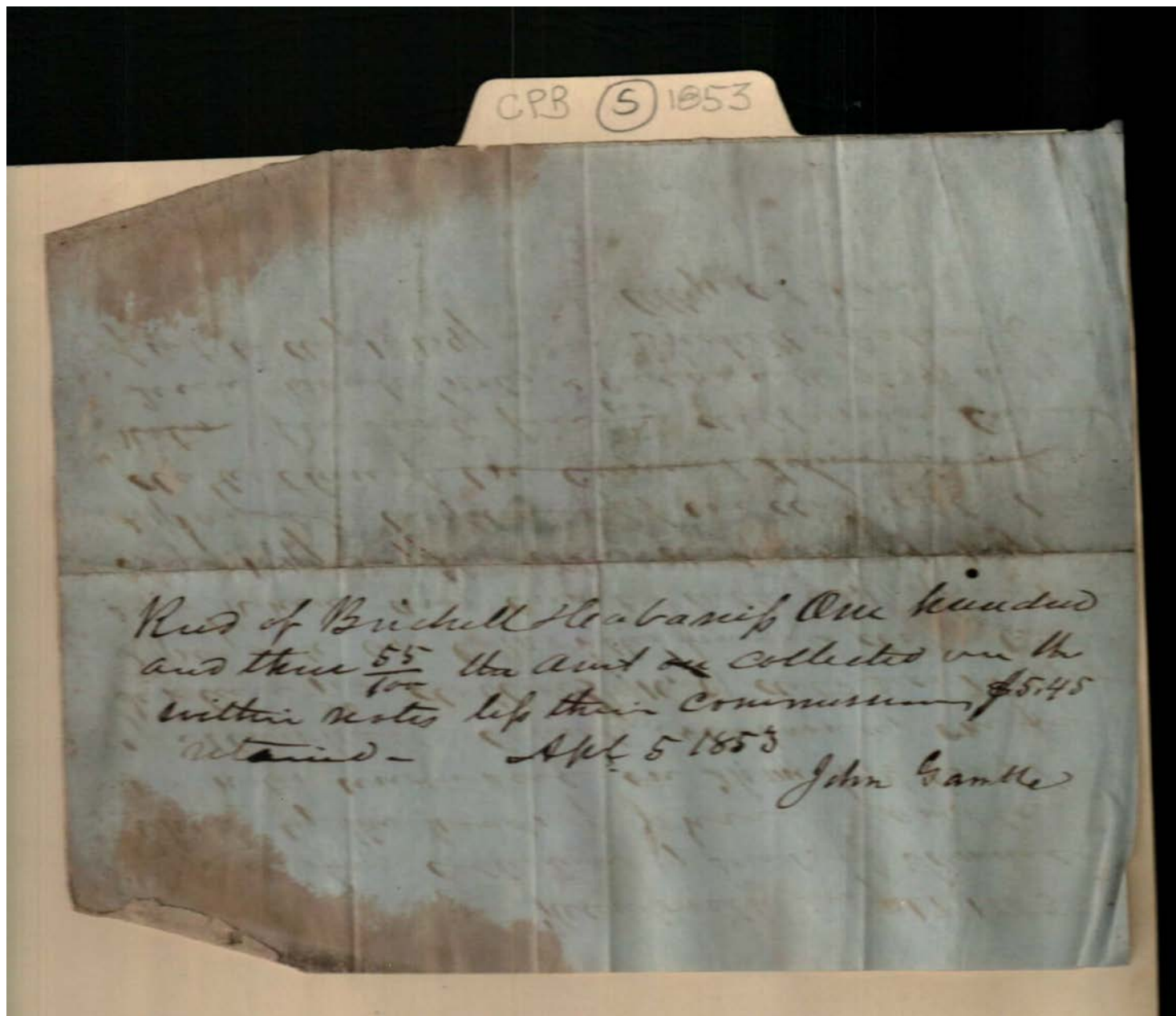
**Types:**

check

**Dates:**

November 22, 1853





**Names:**

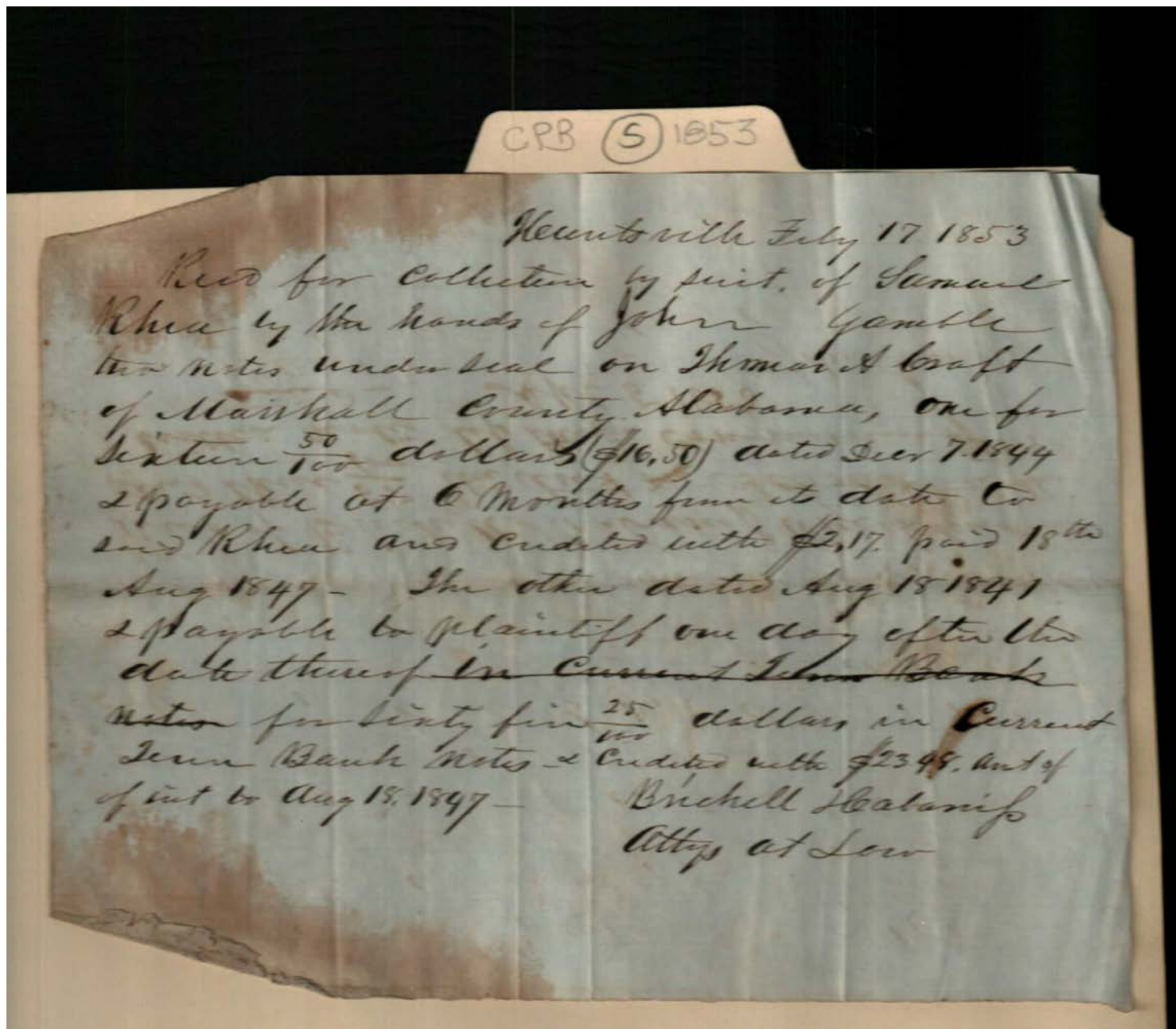
Brickell & Cabaniss

**Types:**

receipt

**Dates:**

April 5, 1853



**Names:**

Brickell & Cabaniss

Craft, Thomas A.

Gamble, John

Rhea, Samuel

**Places:**

Huntsville, AL

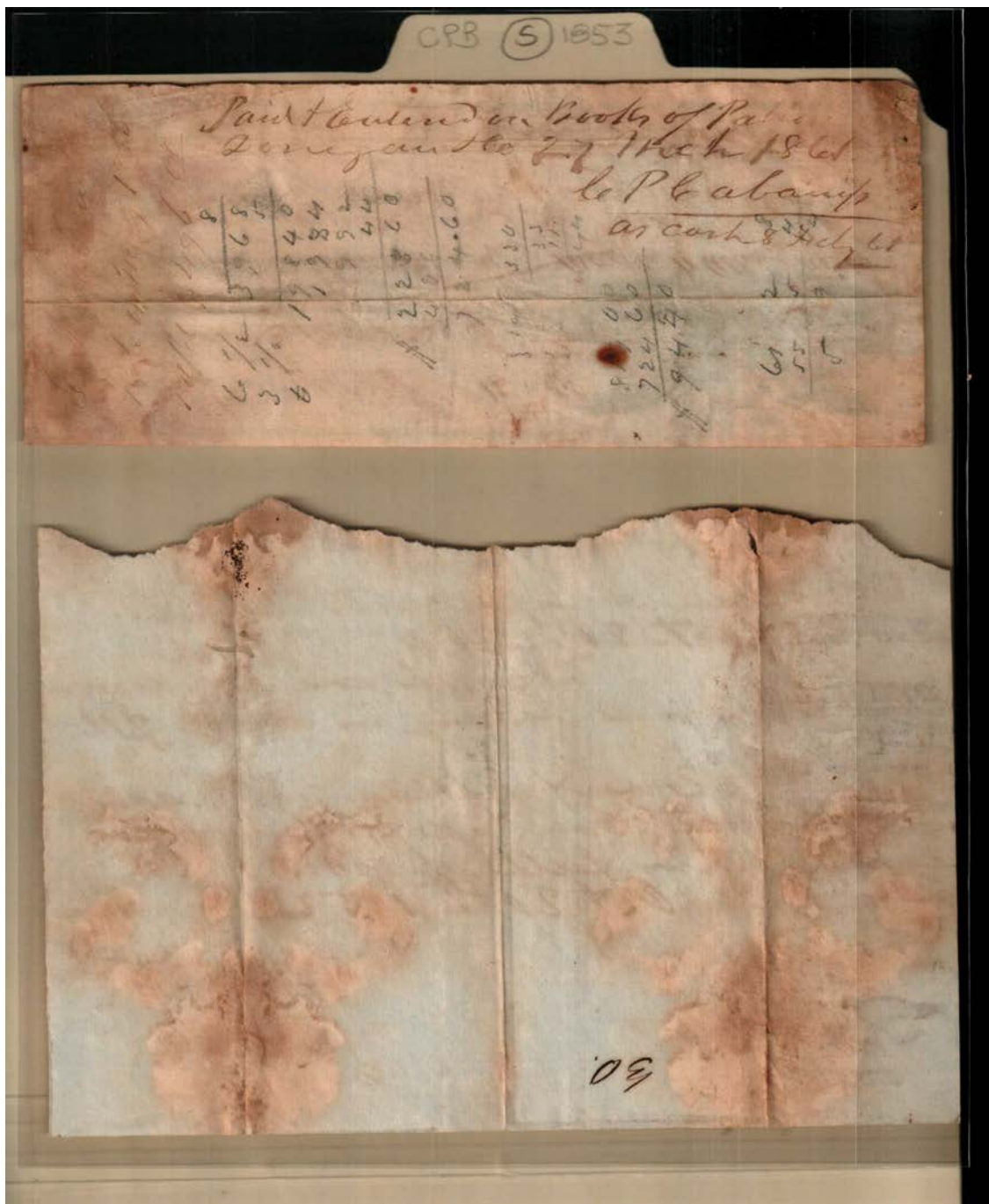
Marshall Co., AL

**Types:**

receipt

**Dates:**

February 17, 1853



**Names:**

Cabaniss, C. P.

Toney & Co.

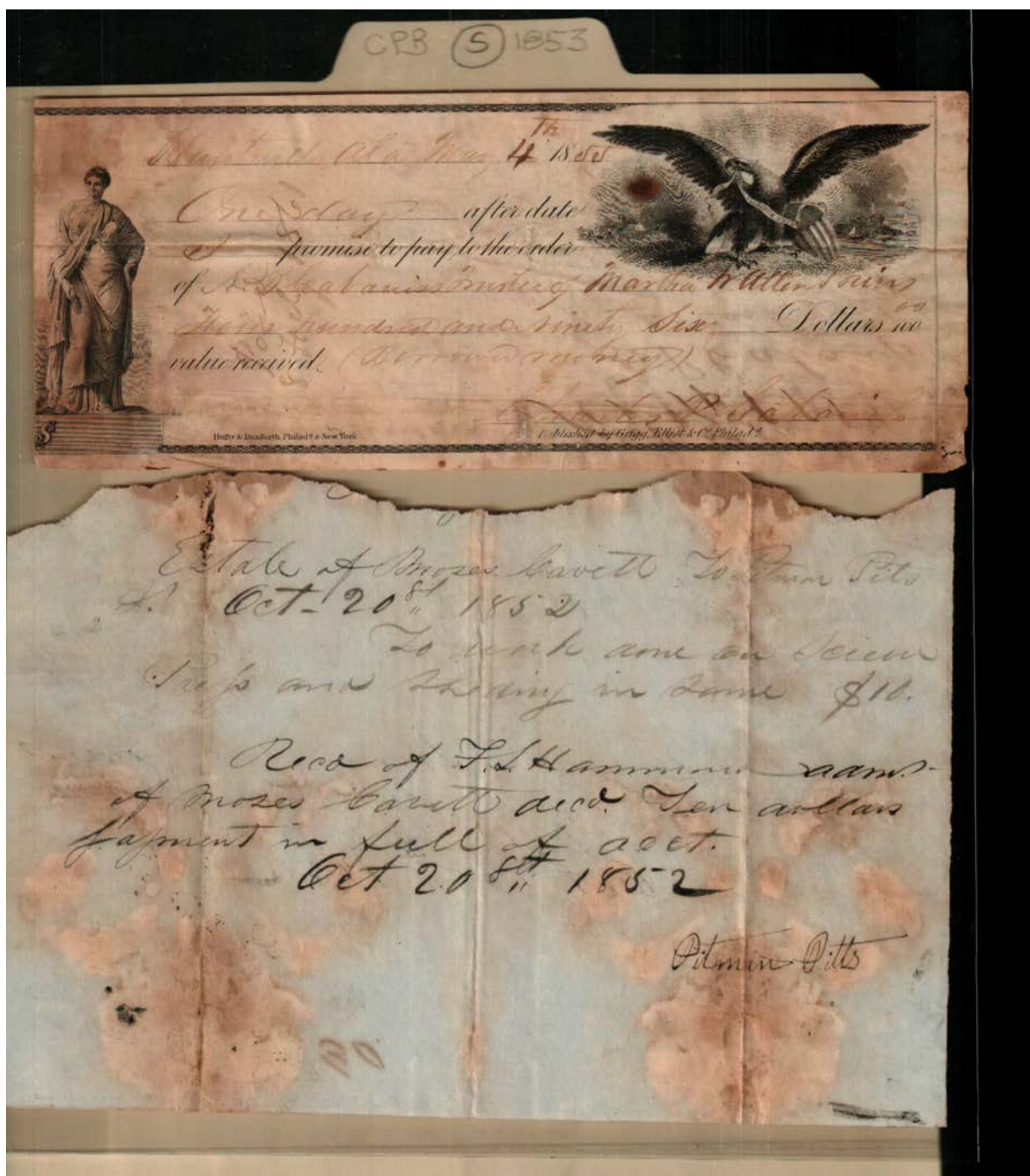
**Types:**

receipt

**Dates:**

March 27, 1861





Moses Cavett estate

**Names:**

Allen, Martha W.  
Cabaniss, C. P.

Cavett, Moses estate  
Hammond, F. L.

Pitts, Pitman

**Places:**

Huntsville, AL

Madison Co., AL

**Types:**

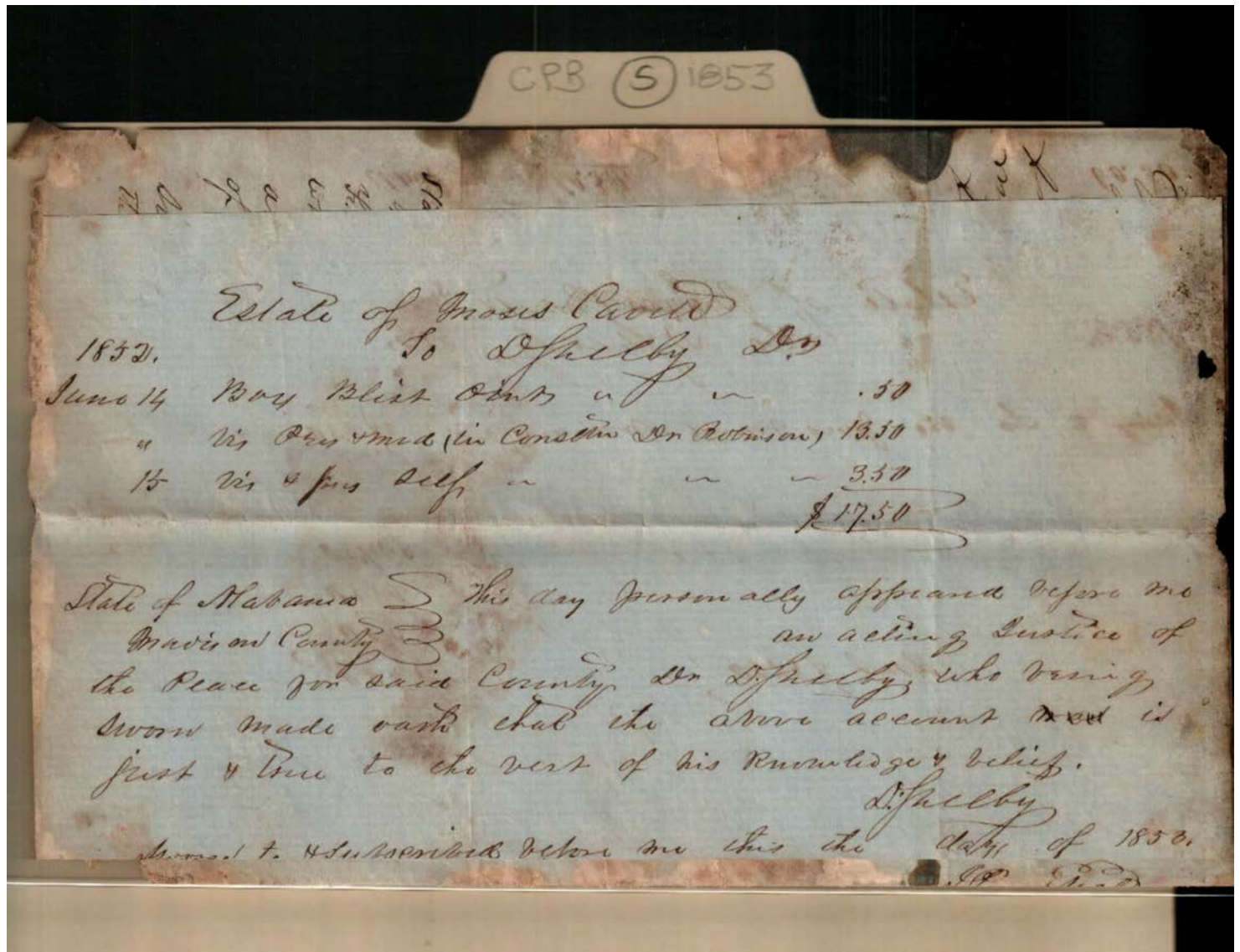
check

receipt

**Dates:**

May 4, 1855

October 20, 1852



Moses Cavett estate

**Names:**

Cavett, Moses estate

Shelby, D.

**Places:**

Madison Co., AL

**Types:**

account

**Dates:**

1853



CPB (5) 1853

Estate of Moses Cavett

So Shelby Dn

1852			
Oct 16	Sanctioning Abscess Boy	\$1.00	
Nov 7	Vis Amputating Finger Boy	10.00	
10	Vis & Dressing Finger Boy	5.00	
13	" " " "	5.00	
" 24	Pres Child	1.50	
17	Vis & Dressing Finger Boy	3.00	
" 24	Pres Child	1.50	29.00
19	Vis & Dressing Finger Boy	3.00	
22	" " " "	5.00	
24	" " " "	3.00	
27	" " " "	5.00	
"	Pres Med Old Man	1.50	
29	Vis & Dressing Finger Boy	3.00	
Dec 2	" " " "	5.00	31.50
	Amt =	\$60.50	60.50

Moses Cavett estate

**Names:**

Cavett, Moses estate

Shelby, D.

**Places:**

Madison Co., AL

**Types:**

account

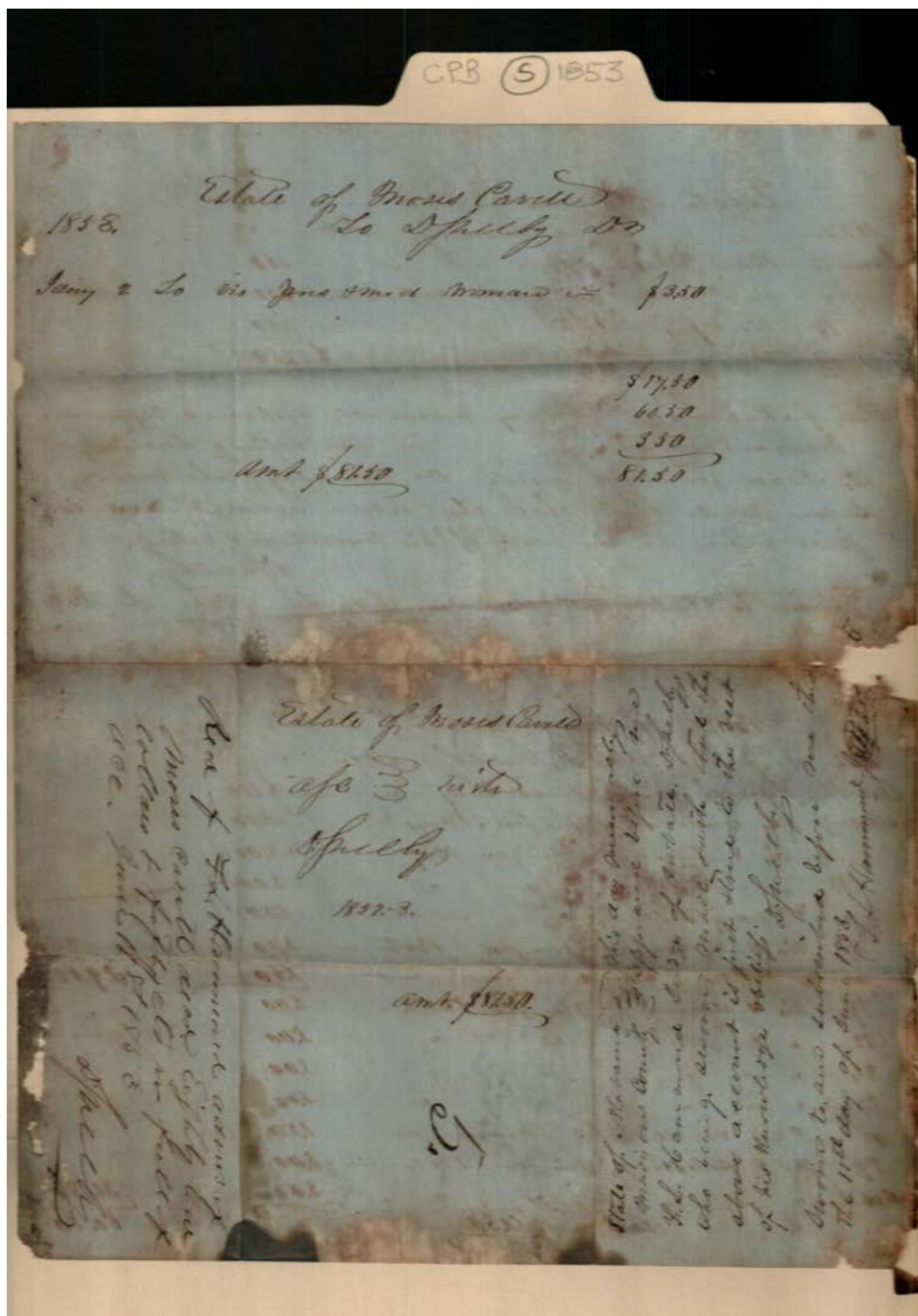
**Dates:**

1853



## Legal and court documents, 1853

Image 54    r01b03-05-000-0054    [Contents](#)    [Index](#)    [About](#)



Moses Cavett estate

**Names:**

Cavett, Moses estate

Hammond, F. L.

Shelby, D.

**Places:**

Madison Co., AL

**Types:**

account

receipt

**Dates:**

1853

June 11, 1853



Moses Cavett estate

**Names:**

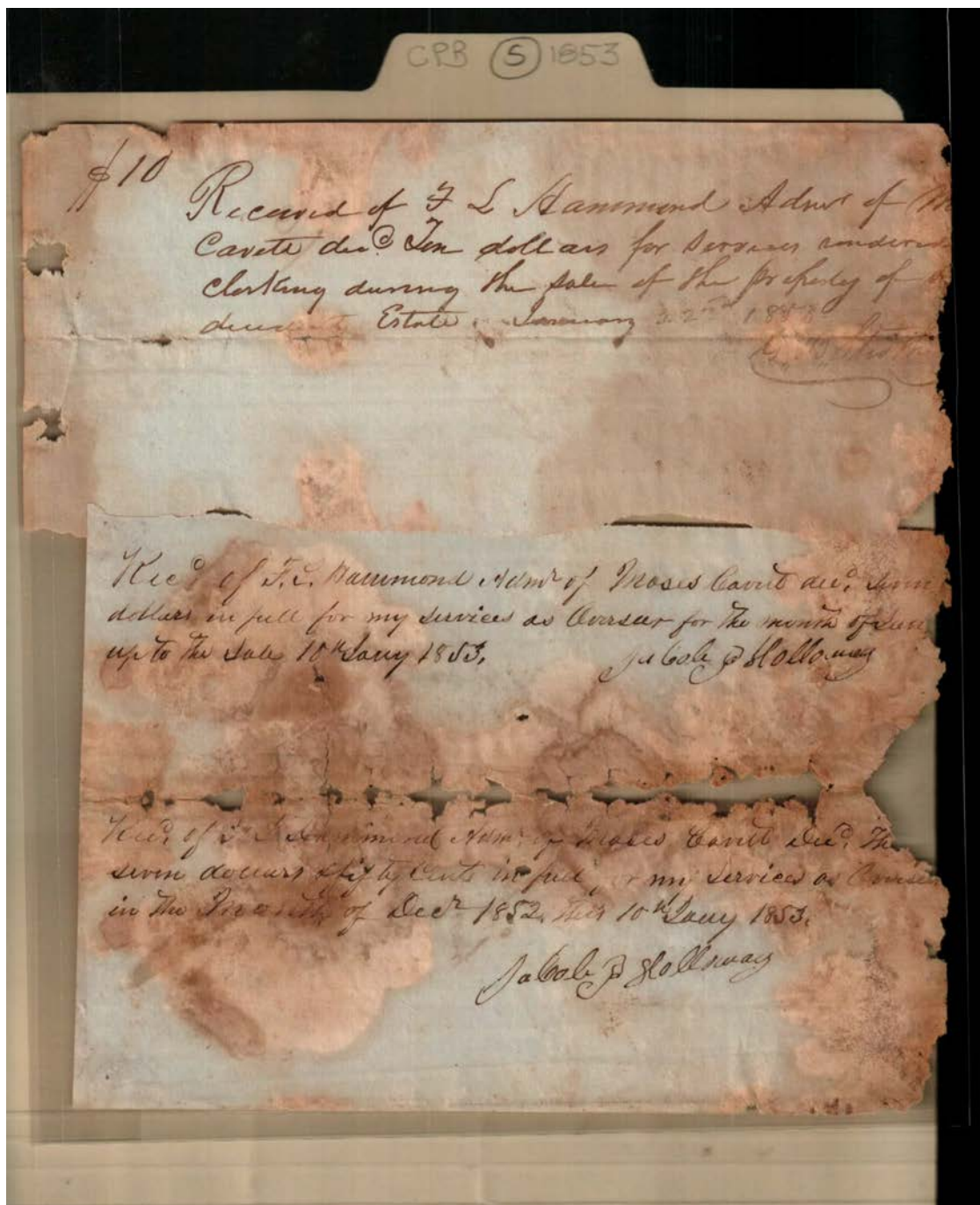
Holloway, Jacob P.

**Types:**

memo

**Dates:**

January 10, 1853



Moses Cavett estate

**Names:**

Cavett, Moses estate

Hammond, F. L.

Holloway, Jacob P.

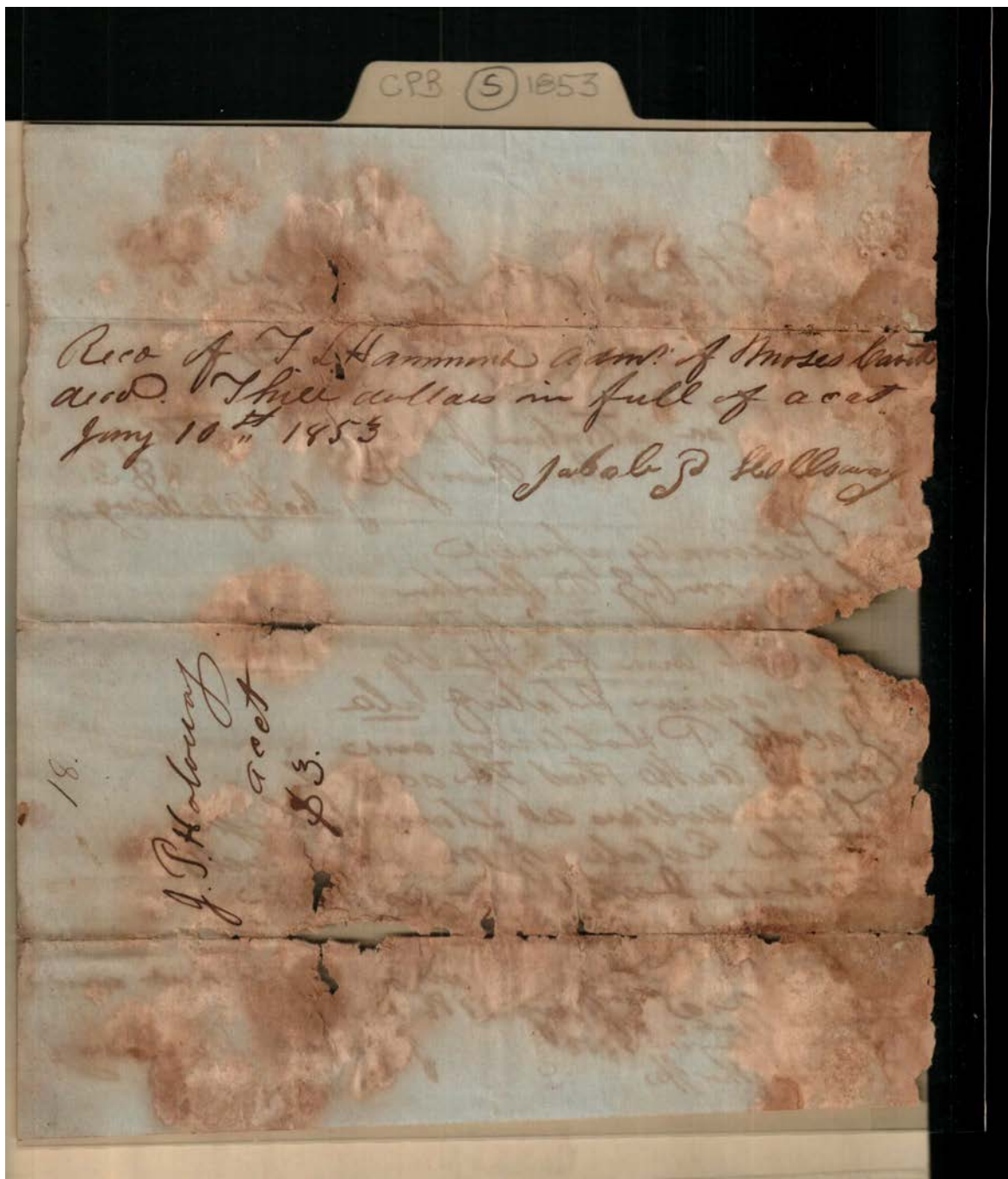
**Types:**

receipt

**Dates:**

January 10, 1853





Moses Cavett estate

**Names:**

Hammond, F. L.

Holloway, Jacob P.

**Types:**

receipt

**Dates:**

January 10, 1853

CPB (5) 1853

Estate of Moses Cavett and to  
Jacob P. Holloway  
1853

Ten attention paid to Cavett  
In Rm. Jacob P. Holloway \$3.

Presumably appeared  
before Mr. J. B. Stotham  
acting Justice of the  
Peace in and for the city  
of Madison State of Ala  
Jacob P. Holloway and  
made oath that the acct of  
Three dollars as Danas charged  
to the Estate of Moses Cavett  
and is just and unpaid  
Jan 11<sup>th</sup> 1853

Given under my hand and  
seal Jan 11<sup>th</sup> 1853  
J. B. Stotham (Jp)

Jacob P. Holloway

Moses Cavett estate

**Names:**

Cavett, Moses estate

Holloway, Jacob P.

**Places:**

Madison Co., AL

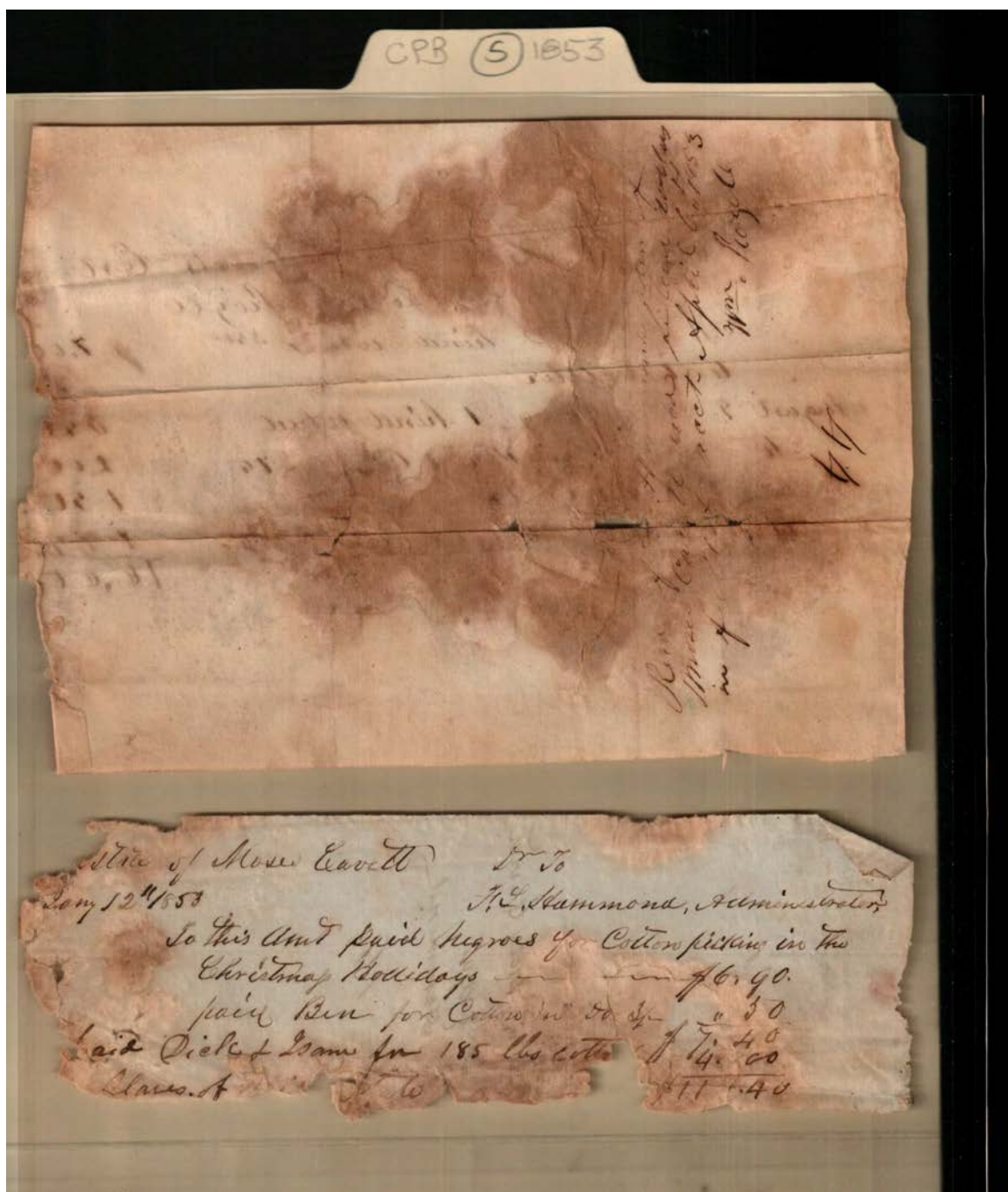
**Types:**

account

**Dates:**

January 11, 1853





Moses Cavett estate

**Names:**

Cavett, Moses estate

Hammond, F. L.

Rozell, William

**Types:**

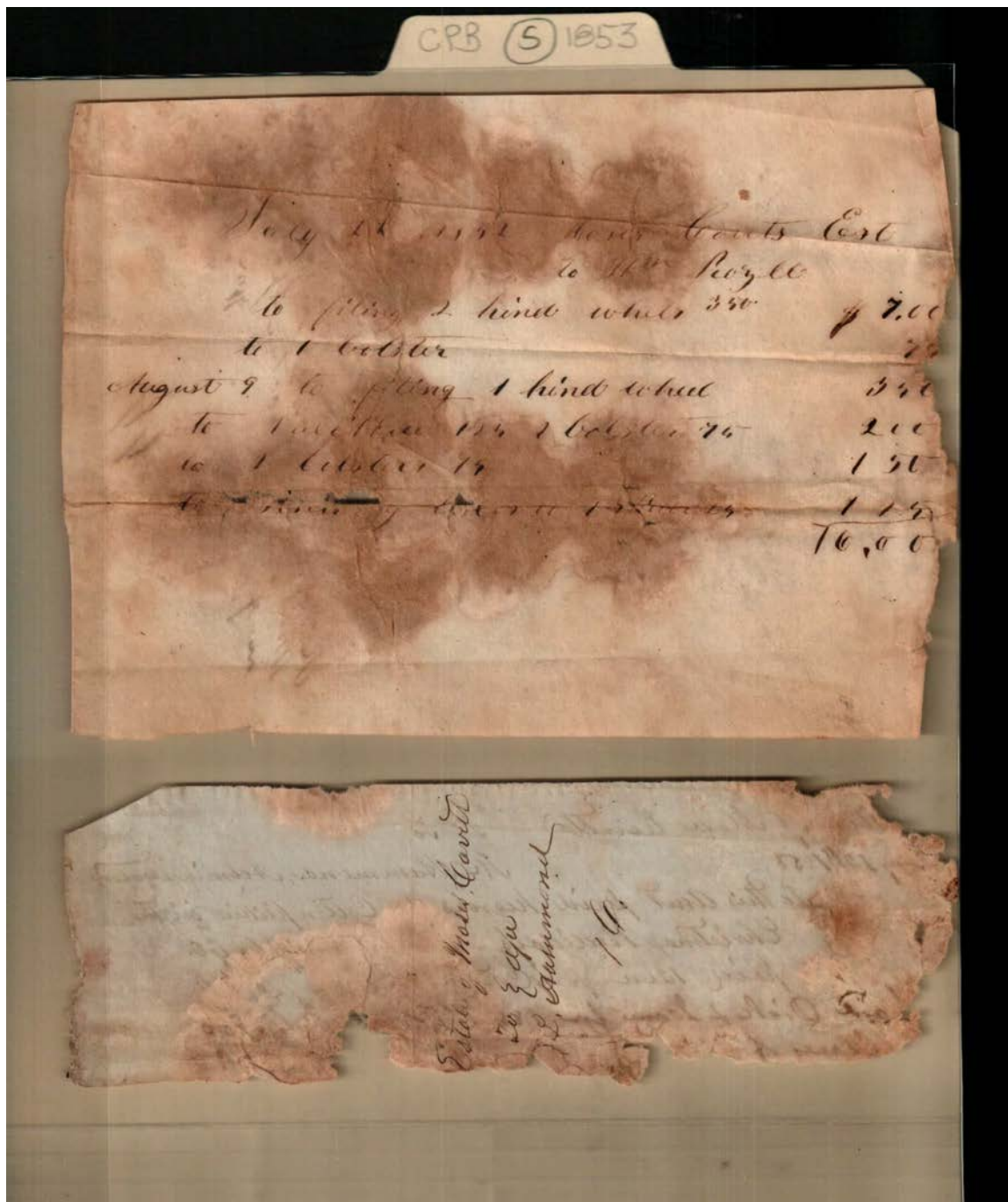
receipt

**Dates:**

April 6, 1853

January 12, 1853





Moses Cavett estate

**Names:**

Cavett, Moses estate

Hammond, F. L.

Rozell, William

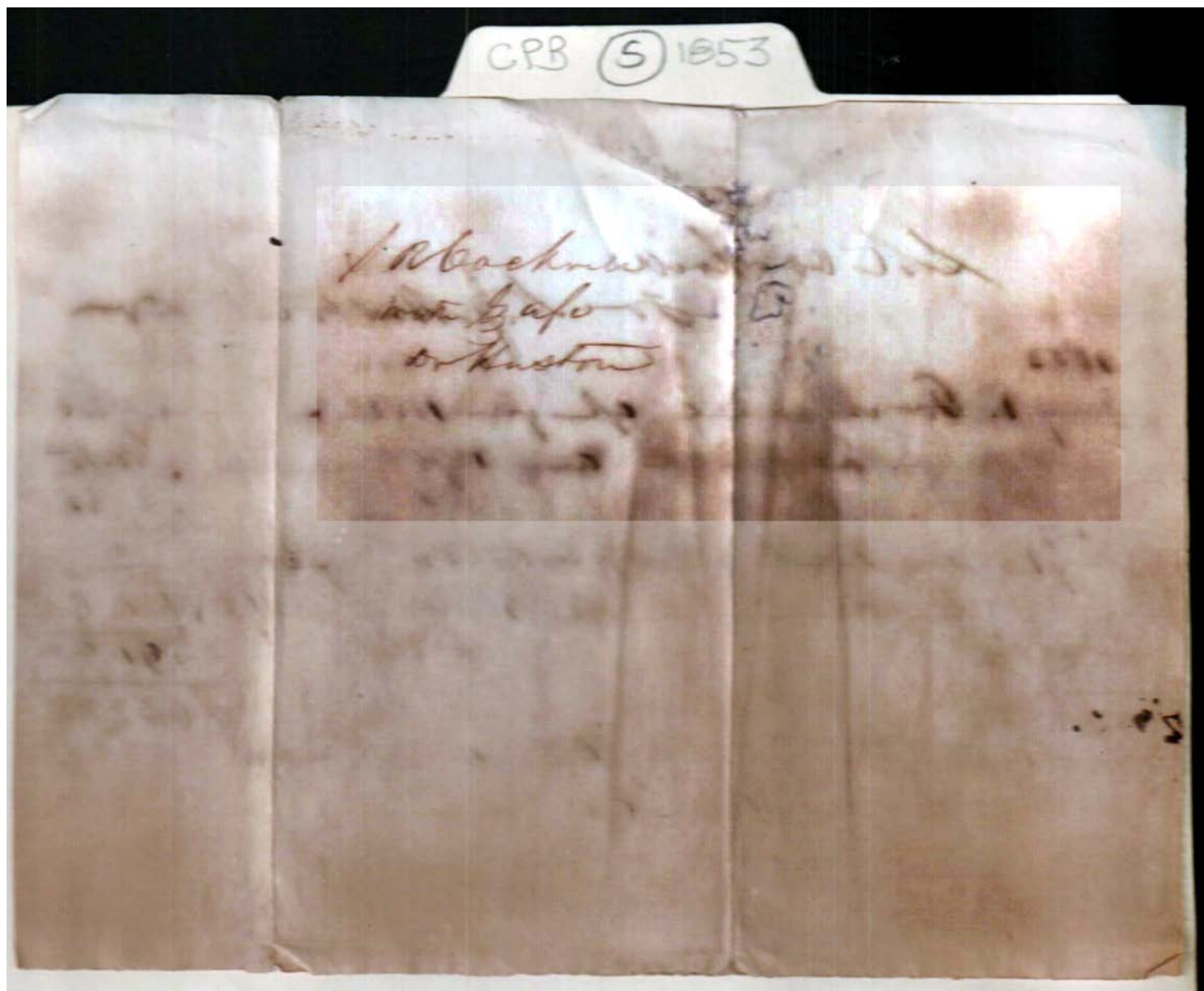
**Types:**

account

**Dates:**

1853

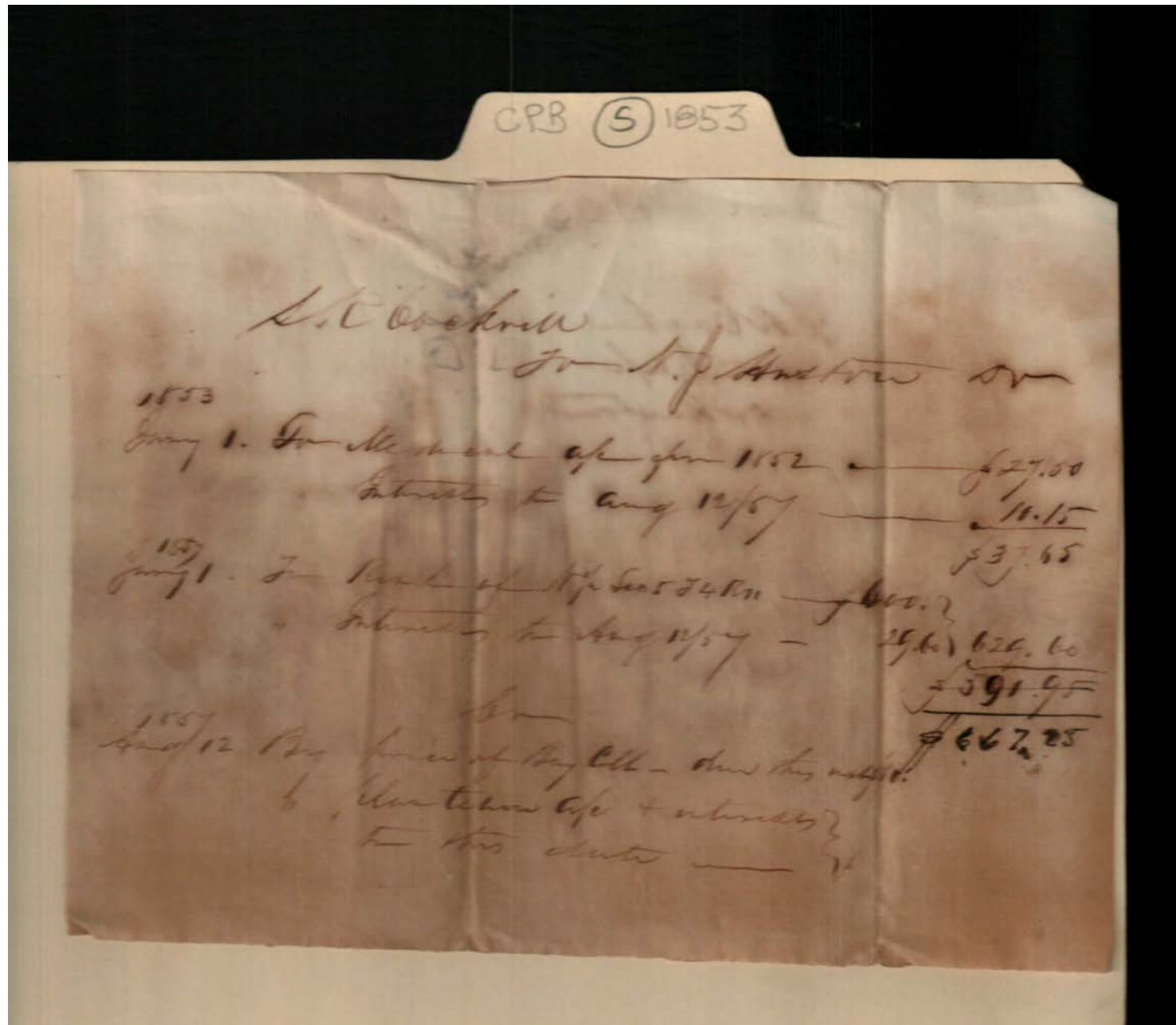
Image 61    r01b03-05-000-0061    [Contents](#)    [Index](#)    [About](#)



Huston, Dr.

account

1853



**Names:**  
     Cockrell, S. R.                      Huston, N. J.

**Types:**  
     account

**Dates:**  
     1853





Camp, Jonathan C.

Clacke, Douglass &amp; Taylor

Clay, C. C., Jr.

### Types:

deposition

**Dates:**

October 25, 1853

CPB (5) 1853

In the Circuit Court of Madison County, Alabama.

Clement C. Clay Junr }  
 vs. }  
 Clack, Douglass & Taylor }  
 & made oath, that Jonathan C. Camp is a material witness for said  
 plff in said cause, that said Camp is about to leave the State of Ala-  
 bama & will probably not return until after the trial of said cause -  
 Whereupon he prays a commission to take his deposition of said Camp to be  
 read on said trial.

Sworn to & subscribed before  
 me Oct. 14<sup>th</sup> 1853.

C. C. Clay Jr.

Robt S. Spragins C. J.

Subscribed to be performed by Jonathan C. Camp, a witness in behalf  
 of plff in a cause pending in the Circuit Court of Madison Co. Alabama,  
 wherein Clement C. Clay Jr. is plff. & Clack, Douglass & Taylor are defd.  
 the undersigned threats to be read in evidence in the trial of said cause.

1. Are you acquainted with the parties to this case?
2. Were you not the overseer of C. C. Clay Sr. & C. C. Clay Jr. in Jack-  
 son Co. Ala., in the years 1851 & 1852?
3. If you say you were said overseer, state whether or not they culti-  
 vated land adjoining & under the same enclosure & to whom said  
 land belonged - or whose place they cultivated?
4. Did you ever hear <sup>any</sup> contract made between said C. C. Clay Sr.  
 & said firm of Clack, Douglass & Taylor, or either of said firms, about  
 carrying the Cotton raised on said plantation of said C. C. Clay Sr.  
 down Peach Rock river? If yes, state said contract, when  
 & where you heard it, & all that was said, as well as you can remem-  
 ber, & who was then & there present.
5. State if you delivered said Cotton, & if so when & where?
6. If said firm or either of them had any conversation with you about  
 said Cotton, or carrying off the same after it was delivered at Peach  
 Rock river & before it was carried off by them - state what was  
 then said, & when & where it was said & by which of said firms.

**Names:**

Camp, Jonathan C.

Clack, Douglass &  
Taylor

Clay, C. C., Sr.  
Clay, Clement C., Jr.

**Places:**

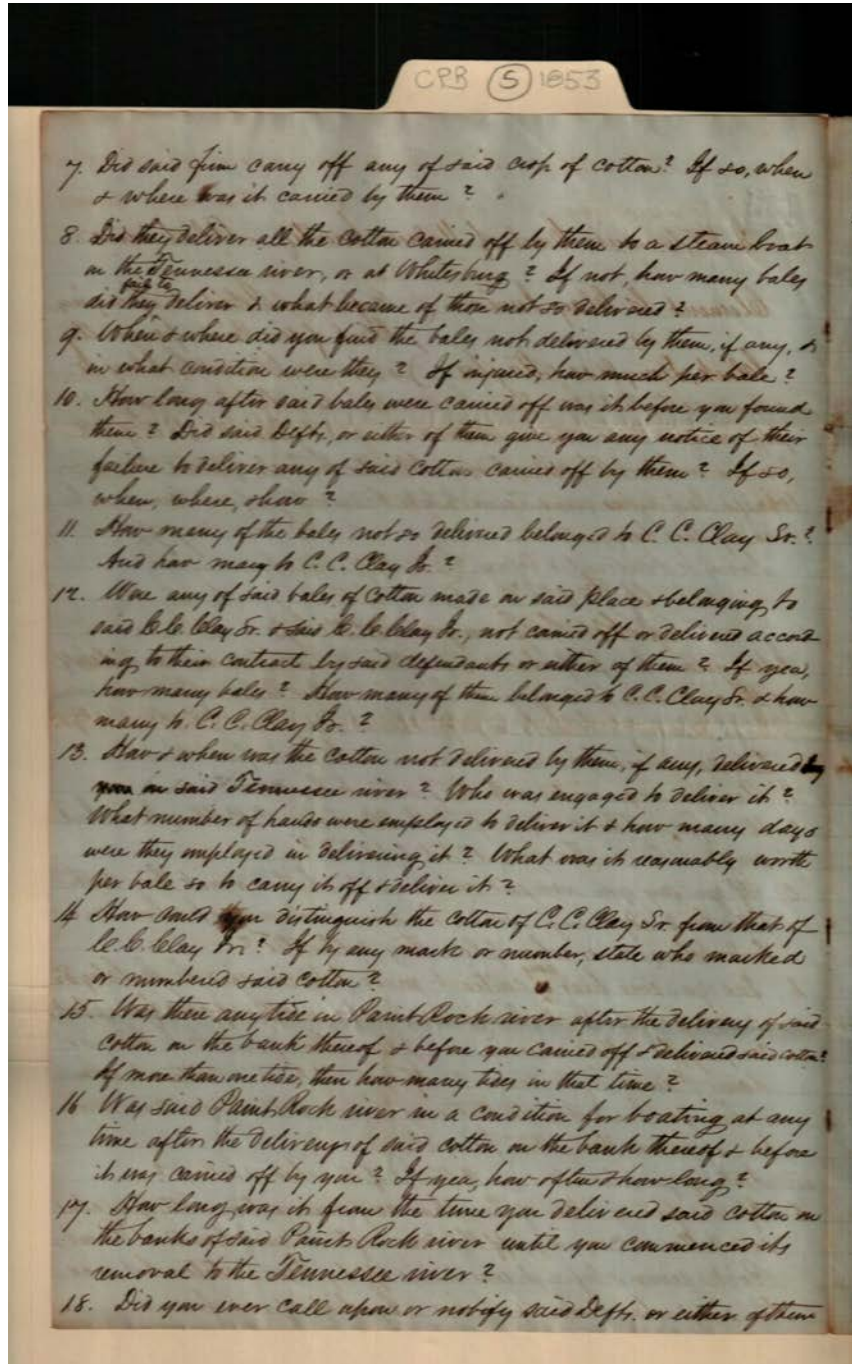
Madison Co., AL

**Types:**

deposition

**Dates:**

October 14, 1853



**Names:**

Clay, C. C., Jr.

Clay, C. C., Sr.

**Places:**

Madison Co., AL

**Types:**

deposition

**Dates:**

October 14, 1853



CPB (5) 1853

to remove said Cotton? If so, state how, & how often & where.

19. State anything else you may know, that will benefit  
the Pff. —

Brickell & Cabaniss  
Attys for Pff.

We agree that the answers to the foregoing interrogatories  
& such interrogatories as may be filed by Deft, may  
be read in evidence in the case of Clement C. Clay, Sr.  
vs. said Clack, Douglass & Taylor, & in their case  
vs. said Clement C. Clay Sr. — as far as the same  
may be competent.

Brickell & Cabaniss  
Attys for Clay Sr.

We agree to the above provided you will give  
us notice of the time and place of taking the  
deposition.

Robinson & Jones  
attys for Deft.

**Names:**

Brickell & Cabaniss

Clack, Douglass &  
Taylor

Clay, Clement C., Sr.  
Robinson & Jones

**Places:**

Madison Co., AL

**Types:**

deposition

**Dates:**

October 14, 1853

CPB (5) 1853

State of Alabama } Circuit Court February Term 1853.  
Madison County } Clement C. May, Junior, Plaintiff, by attorney,

complain of John Black, Edward E. Douglass & Mai Taylor, partners trans-  
acting business under the firm name of Black, Douglass & Taylor, Defendants in our  
Indy 10, of a plea of trespass in the case in respect to: For that whereas said Def<sup>t</sup>  
herebefore on to wit the day of 1851, at to wit in said County, in consideration  
that said Plff<sup>t</sup> would deliver to them certain cotton, to wit twenty-five bales of cotton, of just  
value, to wit, of the value of two thousand dollars, at a certain landing within the County  
in the County of Jackson in said State, commonly called Redman's Landing, & no further  
consideration of said Plff<sup>t</sup> promise to pay them, said Def<sup>t</sup>, at the rate of fifty cents per bale  
for safely carrying said cotton down said river to the mouth thereof & delivering the same  
in good order on board some steamboat on the Tennessee river running to Chattanooga, or  
if such boat could be had in a day's night after reaching the mouth of said Paint Rock  
river, or in case such steamboat could not be had in such day's night, in further  
consideration of said Plff<sup>t</sup> promise to pay them, said Def<sup>t</sup>, the sum of twenty-five cents per  
bale for delivering said cotton at Whiteburg in said Tennessee river & in said County of Missis-  
sippi, to said Plff<sup>t</sup> or to his agent, said Def<sup>t</sup> agreed with said Plff<sup>t</sup> & undertook & justly  
promised said Plff<sup>t</sup> carry said cotton, to wit 25 bales, from said Redman's Landing, to  
the mouth of Paint Rock river aforesaid & there to deliver said cotton in good order on board  
some steamboat on the Tennessee river running to Chattanooga, if such boat could be had  
in a day's night after reaching the mouth of said Paint Rock river, & if such boat could  
not be had in said time aforesaid, then to deliver said cotton in like good order at Whiteburg  
to wit in said County of Mississippi, to said Plff<sup>t</sup> or his agent: But said Def<sup>t</sup> did not keep  
their said contract & agreement with said Plff<sup>t</sup>, but failed to do so & violated the same in this  
- that altho' said Plff<sup>t</sup> did deliver said cotton, to wit twenty-five bales, at said Redman's Land-  
ing, of which said Def<sup>t</sup>, on, to wit the day of 1851, at to wit in said County, had  
notice, & did promise to pay said Def<sup>t</sup> fifty cents per bale for delivering the same in good  
order at the mouth of said Paint Rock river, on board some steamboat upon said Tennes-  
see river running to Chattanooga, if such boat could be had in a day's night after reaching  
the mouth of said Paint Rock river, or if such boat could not be had within the time aforesaid  
then twenty-five cents per bale for delivering said cotton in like good order at Whiteburg,  
in said Tennessee river, in said County of Mississippi, to said Plff<sup>t</sup> or his agent, yet said Def<sup>t</sup>  
did not carry off from said Redman's Landing, & deliver to some steamboat upon said Tennes-  
see river, or to said Plff<sup>t</sup> or his agent, at Whiteburg aforesaid on said Tennessee river a large num-  
ber of bales of said cotton to wit said two bales of said cotton, and the remaining bales of cotton  
of just value, to wit of the value of six hundred dollars  
to wit ten bales of cotton, said Def<sup>t</sup>, carried off from said Redman's Landing, & there the same

**Names:**

Clack, Douglass &  
Taylor

Clack, John  
Clay, Clement C., Jr.

Douglass, Edward E.  
Taylor, Mai

**Places:**

Madison Co., AL

**Types:**

circuit court  
document

**Dates:**

February 1853

CPB (5) 1853

off upon the bank of said Point Rock river & suffered the same to lie upon the ground without covering or shelter, exposed to the weather for a long space of time, to wit for the space of sixty days, whereby said two bales of cotton were greatly damaged and impaired in value to the amount of, to wit, two hundred dollars; & by failure to deliver said two bales of cotton thrown off upon the bank of said Point Rock river, & said sixty bales of cotton left by them said Deft, at said Landing, & not carried off by them according to said contract, said Plff. was forced to incur & did incur great damage, to wit, to the amount of one hundred dollars, whereby, by reason of said Deft's breach of said contract & agreement with said Plff. said Plff. hath been greatly damaged, to wit to the amount of five hundred dollars.

And for that whereas said Deft. heretofore, to wit, on the day & year last aforesaid, at, to wit, in said County of Madison, were common carriers of Cotton, goods, wares, etc. to & from here, from a point on said Point Rock river, commonly called Redman's Landing, in Jackson County in said State, to the Tennessee river, & as such carriers in consideration that said Plff. would deliver to them said Deft. certain Cotton, to wit twenty-six bales of Cotton, of great value, to wit of the value of two thousand dollars, at a certain Landing in Point Rock river aforesaid in said County of Jackson commonly called Redman's Landing, & in further consideration that said Deft. promised to pay them said Deft. at the rate of fifty cents per bale for safely carrying said Cotton down said Point Rock river, to the mouth thereof, & delivering the same in good order in board some <sup>steamer</sup> ~~boat~~ <sup>on the Tennessee river</sup> running to Chattanooga, if such boat could be had in a day & night after reaching the mouth of said Point Rock river, or in case such boat could not be had in such day & night, in further consideration of said Plff. promise to pay said Deft. the sum of seventy-five cents per bale for delivering said Cotton at Whitingburg, in said Tennessee river, in said County of Madison, to said Plff. or to his agent, said Deft. agreed with said Plff. & undertook & faithfully promised said Plff. to carry said Cotton, to wit, twenty-six bales, from said Redman's Landing, on Point Rock river aforesaid to the mouth of said river & then deliver said Cotton in good order in board of some steamer boat on said Tennessee river running to Chattanooga, if such boat could be had in a day & night after reaching the mouth of said Point Rock river, or if such boat could not be had within such day & night, then to deliver such Cotton in like good order, at Whitingburg, to wit in said County of Madison, to said Plff. or to his agent. But said Deft. did not keep their said contract & agreement with said Plff. but failed to do so & broke the same in this: that altho said Plff. did deliver said Cotton, to wit 26 bales, at said Redman's Landing of which said Deft. made out the day of 1851, at, to wit, said County, had notice & did promise to pay said Deft. fifty cents per bale for delivering the same in good order

**Places:**

Madison Co., AL

**Types:**

circuit court  
document

**Dates:**

February 1853



CPB (5) 1853

at the mouth of said Paint Rock river, on said Tennessee river, running to Chattanooga  
if such boat could be had in a day & night after reaching the mouth of said  
Paint Rock river, or if such boat could not be had within the time aforesaid,  
then to deliver said five bales for delivery, said cotton in like good order at White-  
burg in said Tennessee river in the County of Madison aforesaid, to said Plff. or his agent;  
It said Defth. did not carry off from said Redman's Landing, or deliver upon any steam-  
boat on said Tennessee river, or to said Plff. or his agent at Whiteburg, aforesaid,  
a large number of said bales of cotton, to wit, sixteen bales of said cotton, and of  
said cotton bales of said cotton, carried off from said Landing, by said Defth. they threw off  
upon the banks of said Paint Rock river ten bales of said cotton, of great value to wit of  
the value of six hundred dollars, & suffered the same to lie upon the ground, without covering or  
shelter, exposed to the weather for a long space of time, to wit for the space of sixty days, when  
said ten bales of cotton, of the value aforesaid, was greatly damaged & impaired in value, to  
the amount of to wit, of one hundred dollars, & by failure of said Defth. to deliver said  
sixteen bales of cotton left by them at said Redman's Landing, & not carried off by them  
aforesaid, to said Contract, and said ten bales of cotton thrown off by them upon the  
bank of said Paint Rock river, said Plff. was forced to incur & did incur other & further  
great damages, to wit, to the amount of dollars, to wit, by reason of  
said Defth. breach of said Contract & agreement with said Plff. said Plff. hath been greatly  
damaged, to wit, to the amount of five hundred dollars.  
And for that whereas, said Defth. hath failed to wit, the day & year last aforesaid, at to wit  
in said County of Madison, were common carriers of cotton goods & chattels, for hire, from  
a certain point on Paint Rock river, in the County of Jackson aforesaid, commonly  
called Redman's Landing, to the Tennessee river, & being such carriers, said Plff. then  
at the request of said Defth. caused to be delivered to them at said Landing, certain other  
goods of said Plff. to wit, twenty five bales of cotton, of great value, to wit, of the value of two  
thousand dollars, to be taken care of to be safely & securely conveyed by said Defth. or such car-  
riers, from said Landing, to said Tennessee river, then to safely & securely deliver in good order  
by said Defth. on board of some steamboat, running upon the Tennessee river to Chattanooga  
for a certain season to be paid said Defth. by said Plff. to wit, the sum of fifty cents per bale  
of said cotton, in consideration whereof said Defth. or such carriers then, received said bales  
of cotton accordingly, & became bound by law, said Defth. & such carriers, to deliver said bales  
to wit, one of said cotton, & safely & securely convey the same from said Redman's Land-  
ing to said Tennessee river & then to deliver the same in good order on board some steam-  
boat running upon said Tennessee river to Chattanooga, as aforesaid;  
And whereas, said Defth. hath failed, on to wit the day & year last aforesaid, at to wit  
in said County of Madison, were common carriers of cotton, goods, & chattels, for hire,

**Places:**

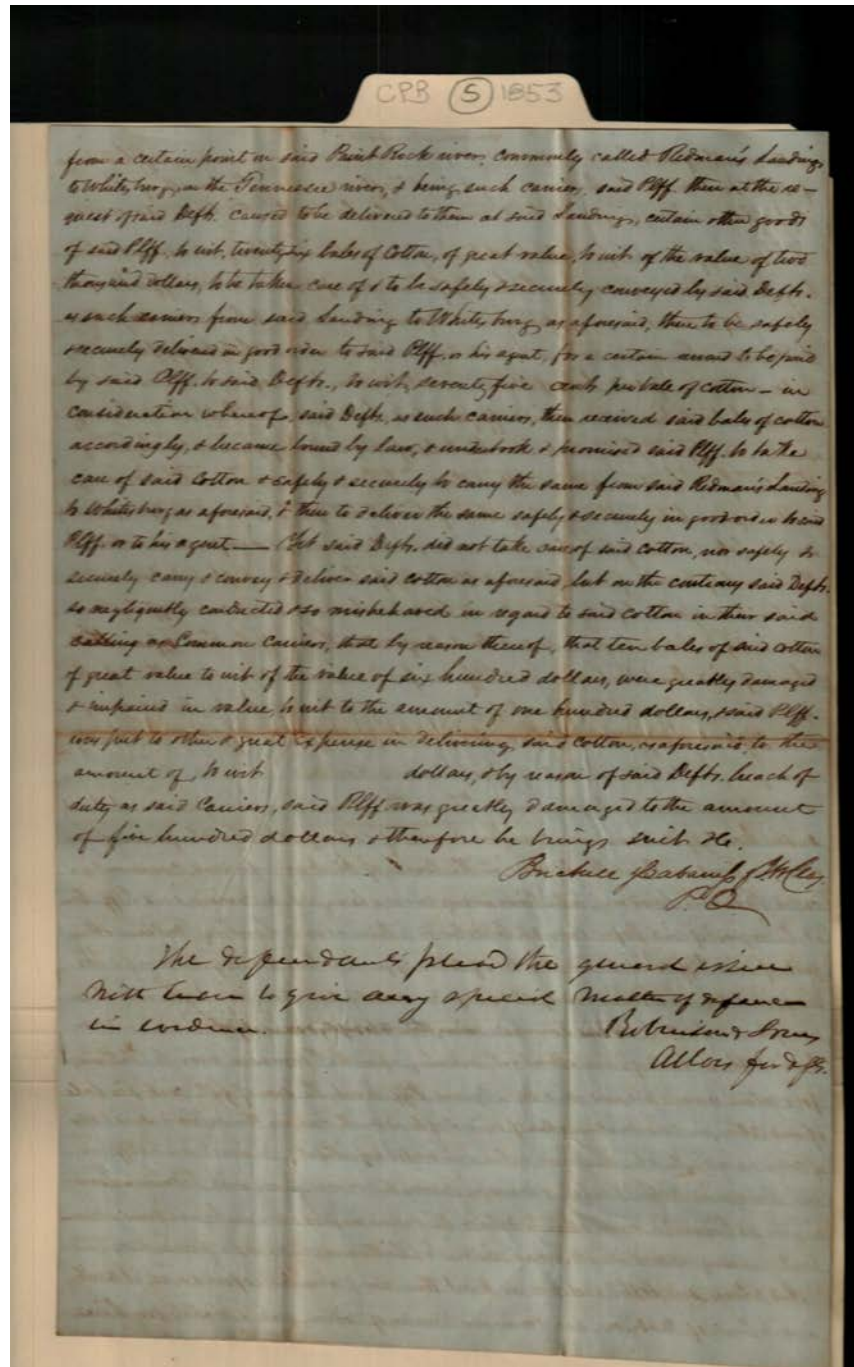
Madison Co., AL

**Types:**

circuit court  
document

**Dates:**

February 1853



**Names:**

Brickell & Cabaniss

Robinson & Jones

**Places:**

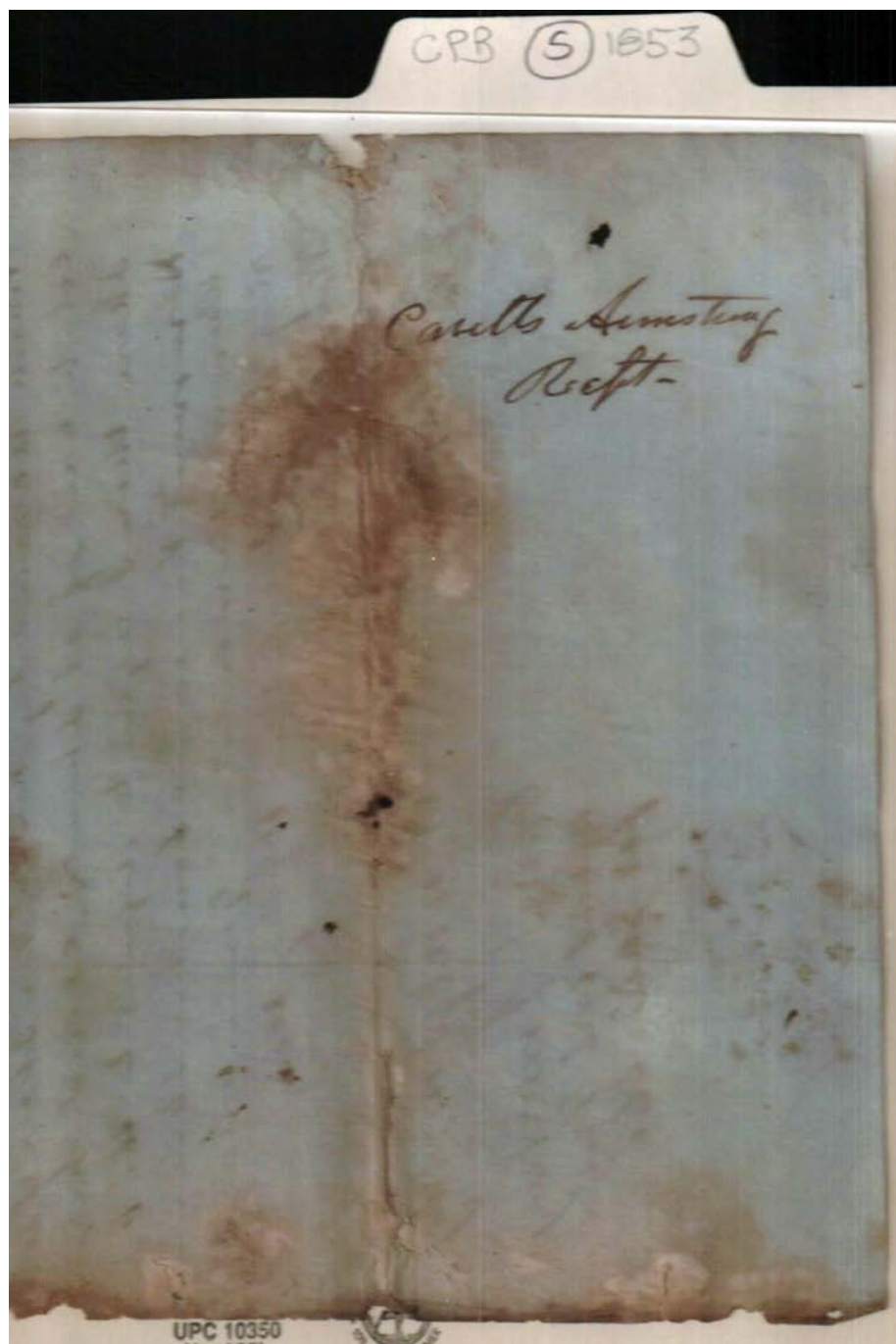
Madison Co., AL

**Types:**

circuit court  
document

**Dates:**

February 1853



Moses Cavett estate

**Names:**

Armstrong,

Cavett,

**Types:**

receipt



CPB (5) 1853

This is to certify that at sale of the personal property of the estate of Moses Cavett late of Madison County Alabama sold this day by F. L. Hammond as Adm<sup>r</sup>, for division under an order of the Court of Probate of said County on a credit of twelve months, I ~~James~~ <sup>Ann</sup> Armstrong as M<sup>r</sup>son and a trustee of Ann Armstrong of Robertson County Texas & a sister of said deceased bought a negro slave named <sup>George</sup> ~~Louisa~~ <sup>George</sup> at the price of Eleven hundred & thirty five dollars to be received as part of my said ~~share~~ <sup>share</sup> of said estate & in consideration thereof I do hereby agree that on the settlement & distribution of said estate <sup>with all interest which may be proper, clear & settling</sup> the said sum of money shall be deducted from my ~~share~~ <sup>share</sup> of said estate as so much received by her of her share of said estate and if it should exceed her share then I agree to refund to the F. L. Hammond the excess above her share whenever demanded - Given under my hand & seal this 11 Jan<sup>y</sup> 1853,

M<sup>r</sup>son  
Ann Armstrong  
by  
Garritt Armstrong  
agent and Trustee  
for said M<sup>r</sup>son

Moses Cavett estate

**Names:**

(slave), George  
(slave), Louisiana

Armstrong, Ann  
Cavett

Armstrong, Garritt  
Cavett, Moses estate

Hammond, F. L.

**Places:**

Madison Co., AL

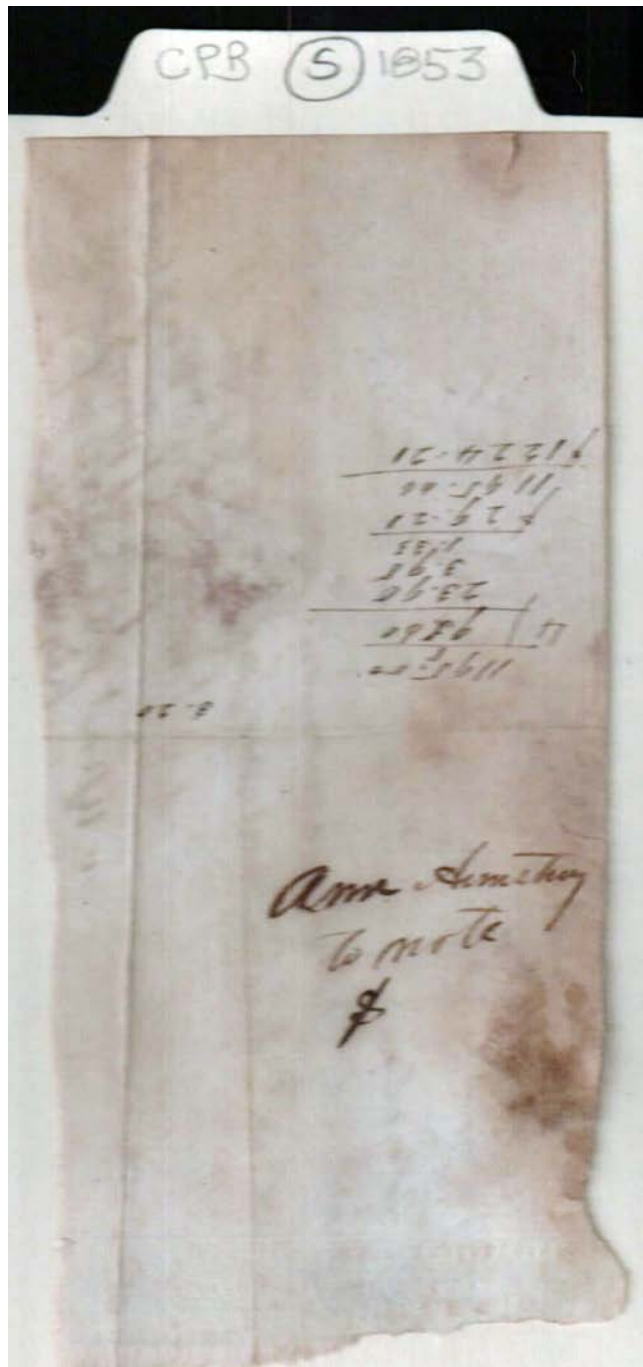
Robertson Co., TX

**Types:**

estate document

**Dates:**

January 11, 1853



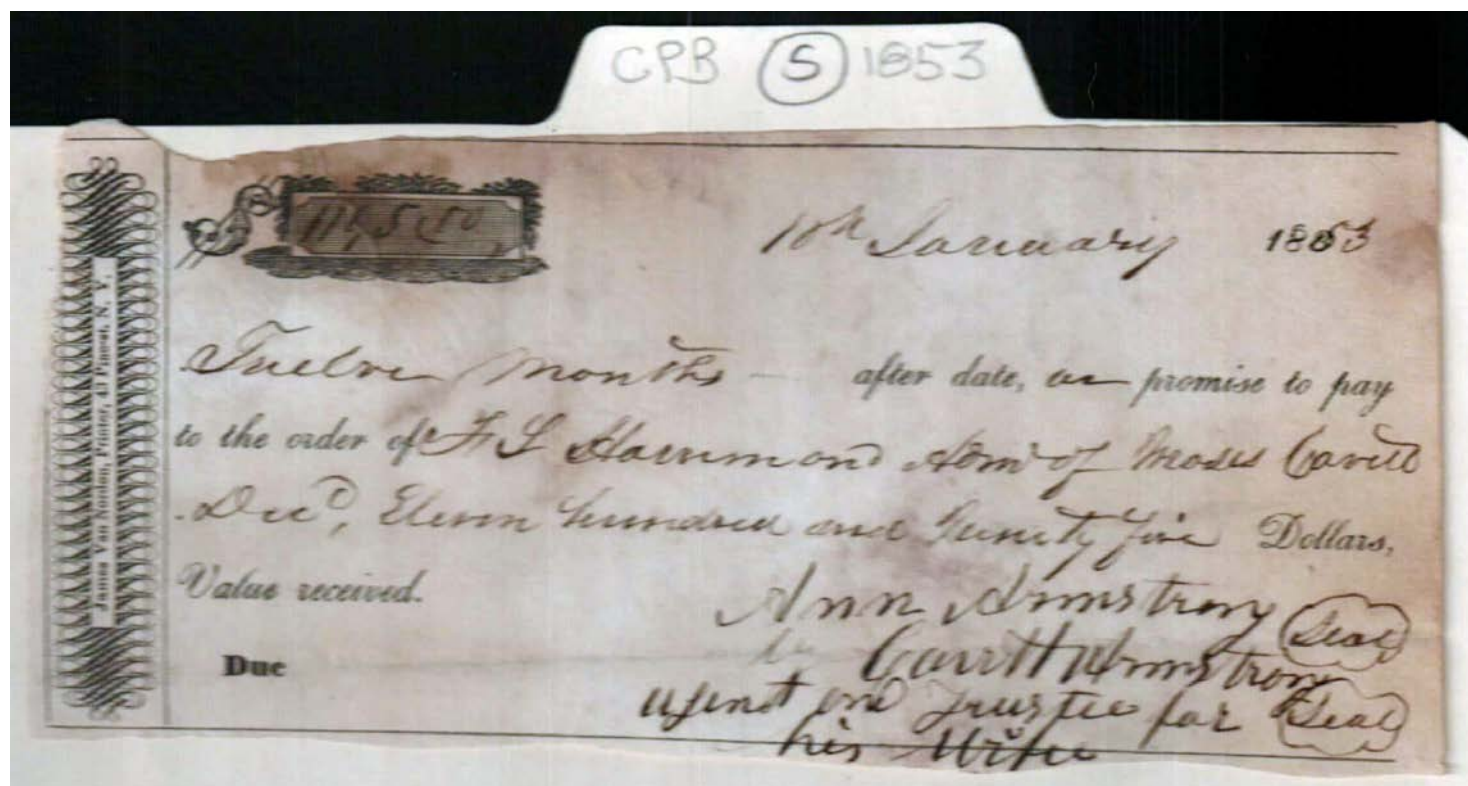
Moses Cavett estate

**Names:**

Armstrong, Ann

**Types:**

memo



Moses Cavett estate

**Names:**

Armstrong, Ann

Armstrong, Garritt

Cavett, Moses

Hammond, F. L.

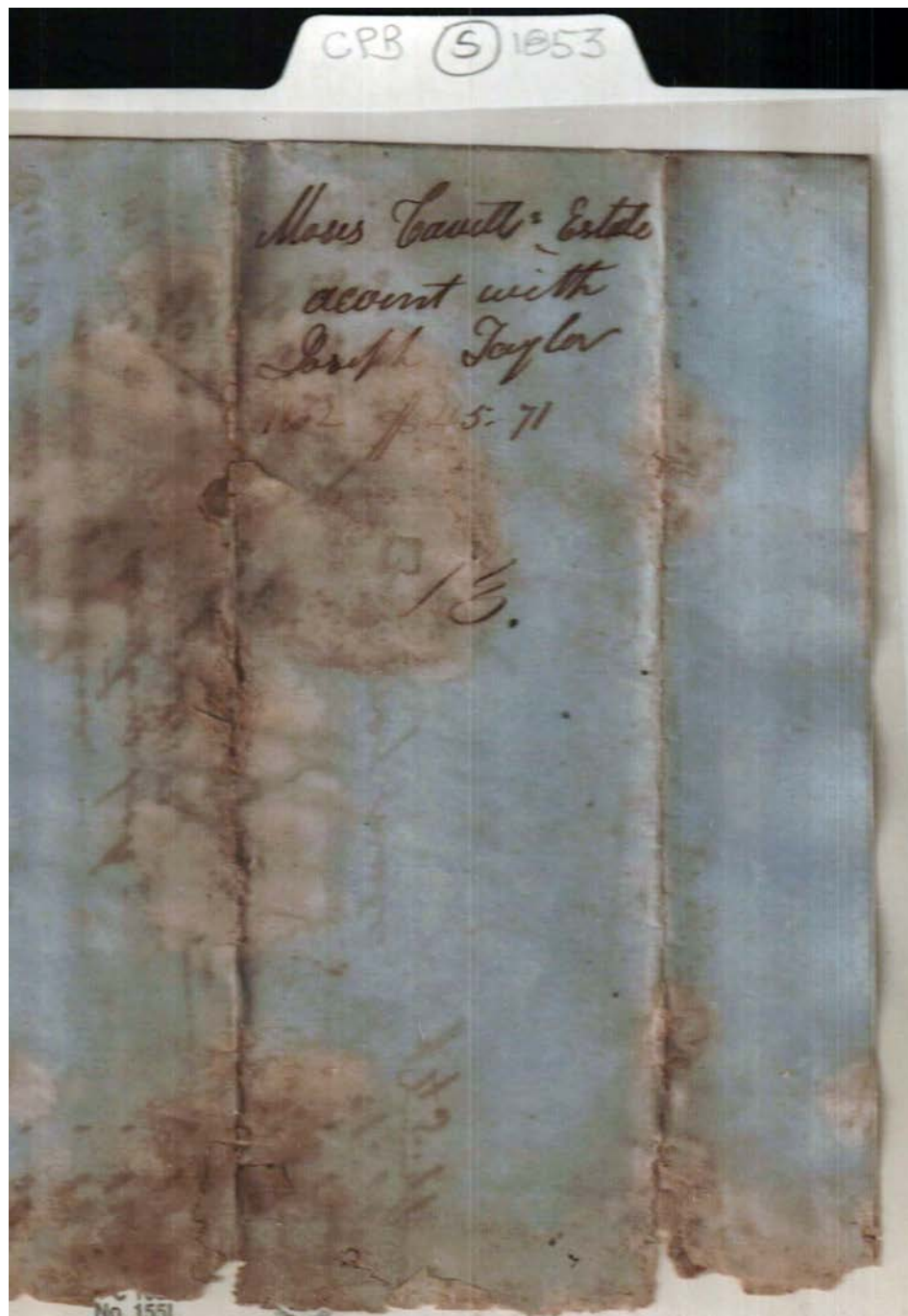
**Types:**

note

**Dates:**

January 10, 1853





Moses Cavett estate

**Names:**

Cavett, Moses estate

Taylor, Joseph

**Types:**

account

CPB (5) 1853

Moses Cavett's Estate		To Joseph Taylor Dr
1852		
Feb. 10 <sup>th</sup>	To making catch to gate	\$ 25
21	To mending 1st charr	" 15
23	To mending cuff for wagon and top	" 50
26	To sharpening 1 large carry	" 12
March 10	To 1 new cuff	" 25
22	To mending on carry Rod cut down	" 15
April 5	To cutting down to Rod & Top	" 15
6	To Ironing Baumstern	" 75
11	To Sharpening coxter	" 5
19	To 6 Remous & 2 new Shas	1.25
20	To 4 new Shas & 4 Remous	1.50
"	mending home hook	" 12
28	To laying 6 Battling plows	4 50
29	To laying 6 do	4 50
"	To Sharpening 2 plows	" 13
May 4 <sup>th</sup>	To Sharpening 12 hars	" 25
7	To Sharpening 5 Hattlers	" 25
8	To making 1 up to Baumstern	" 13
10	To Sharpening 1 scraper	" 6
13	To cutting down 1 Remous	" 50
"	1 new Belt & top	" 25
14	To Sharpening 4 plows	" 37
"	To painting 3 carries	1.12
"	To laying 4 plows	2.50
19	To mending cuff	" 12
22	To cutting down to Rods	" 13
24	To 2 Remous	" 25
June 4 <sup>th</sup>	To Sharpening 5 plows	" 30
"	To laying 1 carry large	" 75
"	2 new Shas	" 50
5 <sup>th</sup>	mending and plating home	" 37
	carried up	\$ 23.72

Moses Cavett estate

**Names:**

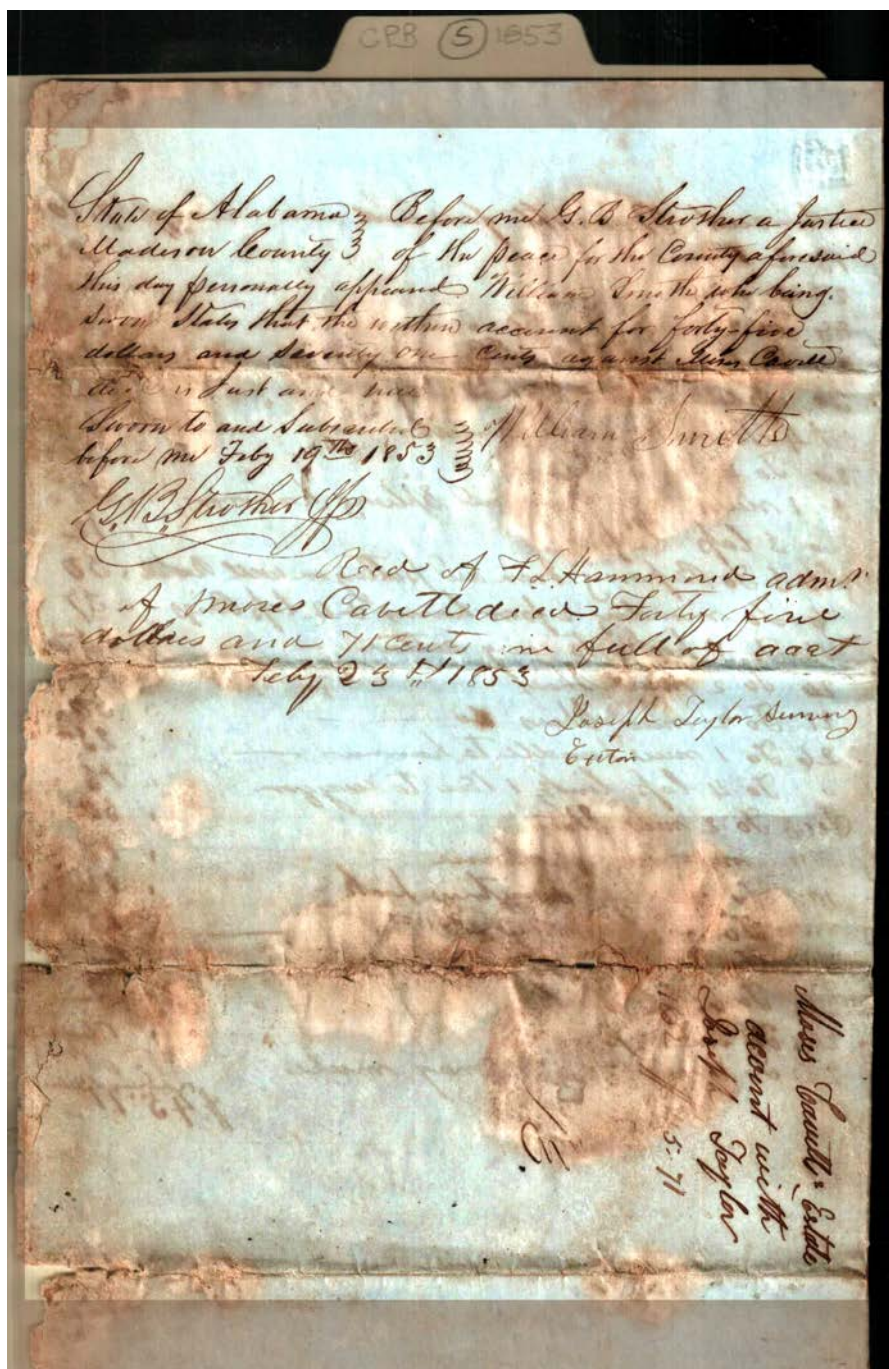
Cavett, Moses estate

Taylor, Joseph

**Types:**

account





Moses Cavett estate

**Names:**

Cavett, Moses  
Cavett, Moses estate

Hammond, F. L.  
Smith, William

Taylor, Joseph

**Places:**

Madison Co., AL

**Types:**

account

receipt

**Dates:**

February 19, 1853

February 23, 1853



## Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 3, Folder 5

### Legal and court documents, 1853

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

## Table of Contents

[Image 1](#) (r01b03-05-000-0001)  
[Image 2](#) (r01b03-05-000-0002)  
[Image 3](#) (r01b03-05-000-0003)  
[Image 4](#) (r01b03-05-000-0004)  
[Image 5](#) (r01b03-05-000-0005)  
[Image 6](#) (r01b03-05-000-0006)  
[Image 7](#) (r01b03-05-000-0007)  
[Image 8](#) (r01b03-05-000-0008)  
[Image 9](#) (r01b03-05-000-0009)  
[Image 10](#) (r01b03-05-000-0010)  
[Image 11](#) (r01b03-05-000-0011)  
[Image 12](#) (r01b03-05-000-0012)  
[Image 13](#) (r01b03-05-000-0013)  
[Image 14](#) (r01b03-05-000-0014)  
[Image 15](#) (r01b03-05-000-0015)  
[Image 16](#) (r01b03-05-000-0016)  
[Image 17](#) (r01b03-05-000-0017)  
[Image 18](#) (r01b03-05-000-0018)  
[Image 19](#) (r01b03-05-000-0019)  
[Image 20](#) (r01b03-05-000-0020)

[Image 21](#) (r01b03-05-000-0021)  
[Image 22](#) (r01b03-05-000-0022)  
[Image 23](#) (r01b03-05-000-0023)  
[Image 24](#) (r01b03-05-000-0024)  
[Image 25](#) (r01b03-05-000-0025)  
[Image 26](#) (r01b03-05-000-0026)  
[Image 27](#) (r01b03-05-000-0027)  
[Image 28](#) (r01b03-05-000-0028)  
[Image 29](#) (r01b03-05-000-0029)  
[Image 30](#) (r01b03-05-000-0030)  
[Image 31](#) (r01b03-05-000-0031)  
[Image 32](#) (r01b03-05-000-0032)  
[Image 33](#) (r01b03-05-000-0033)  
[Image 34](#) (r01b03-05-000-0034)  
[Image 35](#) (r01b03-05-000-0035)  
[Image 36](#) (r01b03-05-000-0036)  
[Image 37](#) (r01b03-05-000-0037)  
[Image 38](#) (r01b03-05-000-0038)  
[Image 39](#) (r01b03-05-000-0039)  
[Image 40](#) (r01b03-05-000-0040)

[Image 41](#) (r01b03-05-000-0041)  
[Image 42](#) (r01b03-05-000-0042)  
[Image 43](#) (r01b03-05-000-0043)  
[Image 44](#) (r01b03-05-000-0044)  
[Image 45](#) (r01b03-05-000-0045)  
[Image 46](#) (r01b03-05-000-0046)  
[Image 47](#) (r01b03-05-000-0047)  
[Image 48](#) (r01b03-05-000-0048)  
[Image 49](#) (r01b03-05-000-0049)  
[Image 50](#) (r01b03-05-000-0050)  
[Image 51](#) (r01b03-05-000-0051)  
[Image 52](#) (r01b03-05-000-0052)  
[Image 53](#) (r01b03-05-000-0053)  
[Image 54](#) (r01b03-05-000-0054)  
[Image 55](#) (r01b03-05-000-0055)  
[Image 56](#) (r01b03-05-000-0056)  
[Image 57](#) (r01b03-05-000-0057)  
[Image 58](#) (r01b03-05-000-0058)  
[Image 59](#) (r01b03-05-000-0059)  
[Image 60](#) (r01b03-05-000-0060)

[Image 61](#) (r01b03-05-000-0061)  
[Image 62](#) (r01b03-05-000-0062)  
[Image 63](#) (r01b03-05-000-0063)  
[Image 64](#) (r01b03-05-000-0064)  
[Image 65](#) (r01b03-05-000-0065)  
[Image 66](#) (r01b03-05-000-0066)  
[Image 67](#) (r01b03-05-000-0067)  
[Image 68](#) (r01b03-05-000-0068)  
[Image 69](#) (r01b03-05-000-0069)  
[Image 70](#) (r01b03-05-000-0070)  
[Image 71](#) (r01b03-05-000-0071)  
[Image 72](#) (r01b03-05-000-0072)  
[Image 73](#) (r01b03-05-000-0073)  
[Image 74](#) (r01b03-05-000-0074)  
[Image 75](#) (r01b03-05-000-0075)  
[Image 76](#) (r01b03-05-000-0076)  
[Image 77](#) (r01b03-05-000-0077)  
[Table of Contents](#)  
[Name & Place Index](#)  
[About the Collection](#)

**Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 3, Folder 5**

**Legal and court documents, 1853**

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

**Name & Place Index**

(slave), George [72](#)  
(slave), Louisiana [72](#)  
Allen, Martha W. [51](#)  
Armstrong, Ann Cavett [72](#)  
Armstrong, Ann [73](#), [74](#)  
Armstrong, Garritt [72](#), [74](#)  
Armstrong, [71](#)  
Baker, David [37](#)  
Beirne, George P. [31](#)  
Bradley, Wilson & Co. [31](#)  
Brickell & Cabaniss [21](#), [22](#), [23](#), [24](#), [25](#), [26](#), [27](#), [28](#), [29](#),  
[31](#), [33](#), [35](#), [40](#), [41](#), [48](#), [49](#), [66](#), [70](#)  
Brickell, [43](#)  
Burrus, [30](#)  
Busby, John J. [34](#)  
Bush, Mr. [38](#)  
Bush, P. M. [38](#)  
Bush, Percival M. [38](#)  
Cabaniss & Brickell [18](#)  
Cabaniss, C. P. [22](#), [50](#), [51](#)  
Cabaniss, S. D. [22](#), [37](#), [38](#), [39](#), [43](#), [44](#)  
Caldwell & Mattox [38](#)  
Caldwell, Mr. [38](#)  
Calhoun, Meredith [41](#)  
Camp, Jonathan C. [63](#), [64](#)  
Cavett, Moses estate [3](#), [4](#), [9](#), [12](#), [13](#), [14](#), [15](#), [18](#), [20](#), [51](#),  
[52](#), [53](#), [54](#), [56](#), [58](#), [59](#), [60](#), [72](#), [75](#), [76](#), [77](#)  
Cavett, Moses [1](#), [2](#), [5](#), [6](#), [7](#), [11](#), [14](#), [16](#), [74](#), [77](#)  
Cavett, [71](#)  
Chapman, Reuben [31](#)  
Chapman, [30](#)  
Clack, Douglass & Taylor [64](#), [66](#), [67](#)  
Clack, John [67](#)  
Clacke, Douglass & Taylor [63](#)  
Clark?, J. B. [45](#)  
Clay, C. C., Jr. [63](#), [65](#)  
Clay, C. C., Sr. [64](#), [65](#)  
Clay, Clement C., Jr. [64](#), [67](#)  
Clay, Clement C., Sr. [66](#)  
Cockrell, S. R. [61](#), [62](#)  
Collins, Caleb [32](#)  
Coltart, S. [25](#)  
Coltart, Samuel [26](#)  
Cooper, W. [21](#)  
Craft, Thomas A. [49](#)  
Cruse, Samuel [46](#)  
Douglass, Edward E. [67](#)  
Eldridge, John B. [20](#)  
Elmore, Col. [43](#)  
Estes, E. C. [28](#)  
Estes, Edwin C. [29](#)  
Finley, S. [38](#)  
Finley, Samuel [38](#)  
Finney, John [43](#)  
Gamble, John [49](#)  
Geron, Claiborne C. [38](#)  
Guntersville, AL [37](#)  
Hammond, F. L. [1](#), [4](#), [5](#), [6](#), [7](#), [8](#), [12](#), [14](#), [15](#), [18](#), [20](#), [51](#),  
[54](#), [56](#), [57](#), [59](#), [60](#), [72](#), [74](#), [77](#)  
Hammond, Ferdinand L. [9](#), [10](#)  
Hayes, N. [21](#), [22](#)  
Hayes, W. D. [28](#)  
Hayes, William D. [29](#)  
Hickman, James [41](#)  
Hobbs, J. A. [14](#)  
Holloway, Jacob P. [18](#), [55](#), [56](#), [57](#), [58](#)  
Huntsville, AL [18](#), [22](#), [29](#), [39](#), [41](#), [43](#), [46](#), [47](#), [49](#), [51](#)  
Huston, Dr. [61](#)  
Huston, N. J. [62](#)  
James, \_ . B. [18](#)  
Jolley, Benjamin [38](#)  
Jolley, [39](#)  
Lane, George W. [26](#), [27](#)  
Law, George W. [31](#)  
Ledbetter, G. G. [9](#)  
Lightfoot, H. [21](#), [22](#)  
Ligon, Judge [43](#)  
Limestone Co., AL [28](#)  
Lloyd, W. B. [24](#)  
Loyd, William B. [23](#)  
Madison Co., AL [2](#), [16](#), [27](#), [31](#), [51](#), [52](#), [53](#), [54](#), [58](#), [64](#),  
[65](#), [66](#), [67](#), [68](#), [69](#), [70](#), [72](#), [77](#)  
Manly, Hutchison [15](#), [16](#)  
Marsahall, [43](#)  
Marshall Co., AL [49](#)  
Martin, William [13](#), [14](#)  
Matthews, W. W. [32](#)  
Mills, S. H. [40](#)  
Montgomery, AL [42](#), [43](#)  
Moon, M. W. [40](#)  
Moore, Alfred [28](#), [29](#)  
Northern Bank of Alabama [46](#), [47](#)  
Otey, John W. [5](#), [6](#)  
Parsons, Judge [43](#)  
Patton, Donegan & Co. [21](#), [22](#)  
Peebles, Robert [32](#)  
Peete, Samuel [32](#), [33](#)  
Pitts, Pitman [1](#), [2](#), [12](#), [51](#)  
Powers, W. H. [28](#)  
Powers, William H. [29](#)  
Rayburn, S. K. [37](#)  
Rayburn, Samuel K. [36](#)  
Read, John & W. B. [24](#)  
Read, W. & T. [24](#)

Rhea, Samuel [49](#)  
Rice, Sam [43](#)  
Robertson Co., TX [72](#)  
Robinson & Jones [66](#), [70](#)  
Robinson, John [5](#)  
Rozell, William [59](#), [60](#)  
Schlack, Charles [27](#)  
Shelby, D. [52](#), [53](#), [54](#)  
Shepherd, J. W. [43](#)  
Shepherd, John W. [42](#)  
Smith, William [77](#)  
Snodgrass, [43](#)  
Steel [9](#)  
Strother, G. B. [11](#), [12](#)

Swift & Dickson [13](#), [14](#)  
Taylor, Joseph [75](#), [76](#), [77](#)  
Taylor, Mai [67](#)  
Thompson, W. H. [18](#)  
Toney & Co. [50](#)  
Townsend, John E. [34](#), [35](#)  
Townsend, Samuel [14](#)  
Tuscaloosa, AL [45](#)  
Vaughn, E. B. [21](#)  
Warwick, George H. [3](#), [4](#)  
White, L. S. [21](#)  
White, Larkin S. [19](#), [20](#), [22](#)  
Wilson, Bradley [9](#), [10](#)  
Woodson, Philip [7](#), [8](#)



# 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

**Conditions Governing Use:** This material may be protected under U. S. Copyright Law (Title 17, U.S. Code) which governs the making of photocopies or reproductions of copyrighted materials. You may use the digitized material for private study, scholarship, or research. Though the University of Alabama in Huntsville Archives and Special Collections has physical ownership of the material in its collections, in some cases we may not own the copyright to the material. It is the patron's obligation to determine and satisfy copyright restrictions when publishing or otherwise distributing materials found in our collections.

**Provenance:** Gift of Johanna Shields on October 28, 2006.



**The UAH Archives and Special Collections  
M. Louis Salmon Library**