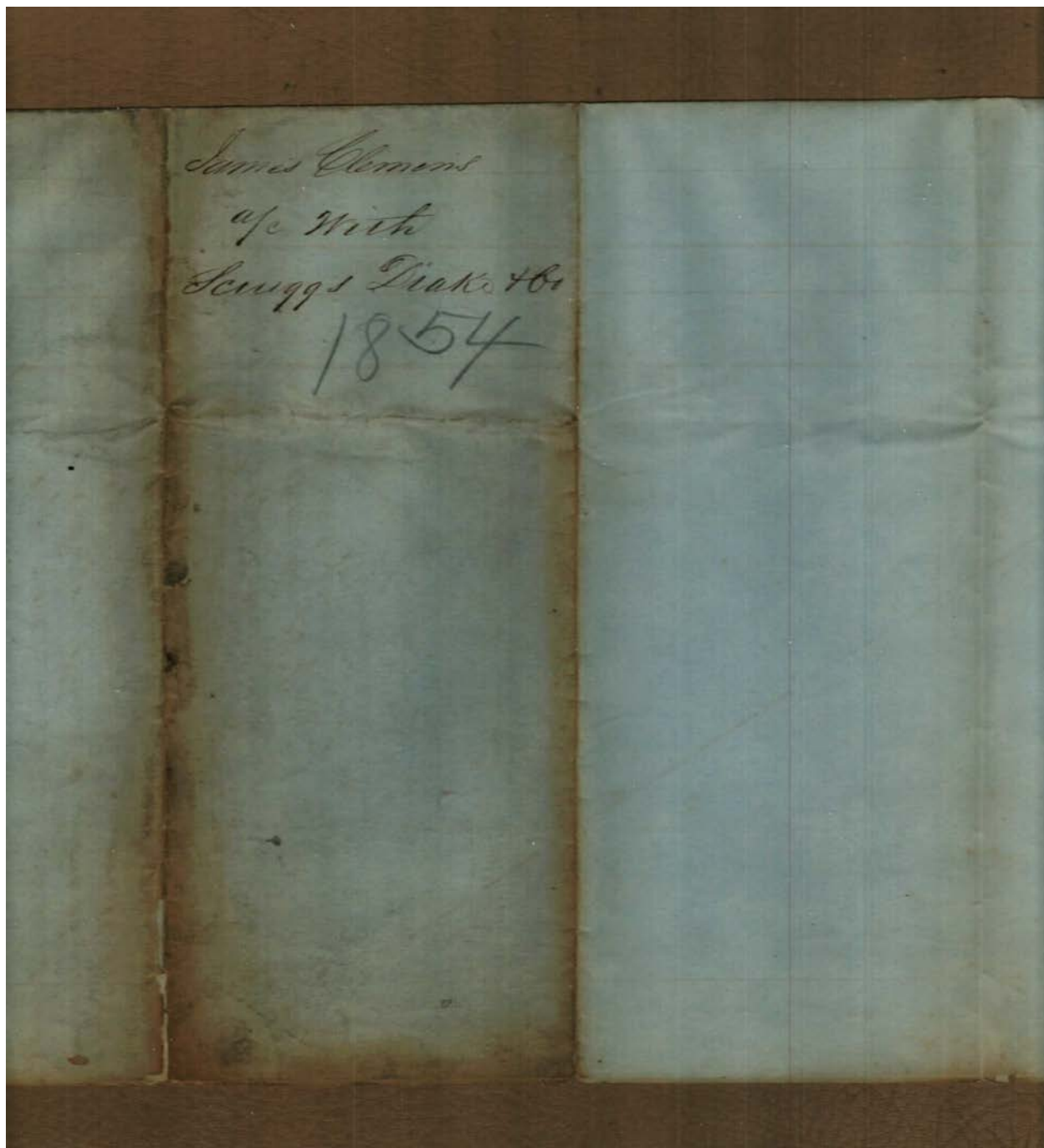


Frances Cabaniss Roberts Collection: Series 8, Box 1, Folder 36

Legal Documents (returned in 2017)

Image 1 r08\_01-36-000-0001 [Contents](#) [Index](#) [About](#)



**Names:**

Clemens, James

Scruggs, Drake & Co.

**Places:**

Huntsville, AL

**Types:**

account

**Dates:**

1854

| Dr James Clemens Esq |  | In account |
|----------------------|--|------------|
| 1854                 |  |            |
| Sept 6               | To Cash paid note to U.M. Gooch  | 475 00     |
| "                    | " " Sent to 30 <sup>th</sup> April 1855                                  | 25 74      |
| "                    | " " amt 2 Checks to Beadle & Harris                                      | 260 75     |
| "                    | " " Sent to 30 <sup>th</sup> April 1855                                  | 18 22      |
|                      |  | 573 97     |
| Nov 13               | Cash sent you for order  | 50 00      |
| "                    | " Sent to 30 <sup>th</sup> April 1855                                    | 1 75       |
| 27                   | Cash sent you for order  | 200 00     |
| "                    | " Sent to 30 <sup>th</sup> April 1855                                    | 6 46       |
|                      |  | 258 51     |
| Dec 7                | Cash paid your taxes to Wilson   | 30 00      |
| "                    | " Sent to 30 <sup>th</sup> April 1855                                    | 3 4        |
| "                    | Cash paid for Rent   | 261 40     |
| "                    | " Sent to 30 <sup>th</sup> April 1855                                    | 7 16       |
| 15                   | Cash paid your order to Woodham  | 175 70     |
| "                    | " Sent to 30 <sup>th</sup> April 1855                                    | 5 38       |
| 20                   | Cash paid for on Bills from Boston                                       | 19 25      |
| 1855                 | " Sent to 30 <sup>th</sup> April 1855                                    | 24         |
|                      |  | 490 97     |
| Jan 1                | Cash paid your this day  | 100 00     |
| "                    | " Sent to 30 <sup>th</sup> April 1855                                    | 2 66       |
| "                    | Cash paid your note to Bibb & Dill                                       | 77 00      |
| "                    | " Sent to 30 <sup>th</sup> April 1855                                    | 25 86      |
|                      |  | 1078 62    |
| July 19              | Cash paid for to McCalley & Co   | 31 62      |
| "                    | " Sent to 30 <sup>th</sup> April 1855                                    | 1 25       |
|                      |  | 93 08      |
| March                | Cash paid Beadle order   | 257 44     |
| "                    | " Sent to 30 <sup>th</sup> April 1855                                    | 3 14       |
| 7                    | Cash paid your order   | 222 51     |
| "                    | " Sent to 30 <sup>th</sup> April 1855                                    | 2 65       |
| 20                   | Cash paid order for Boy  | 6 27       |
| "                    | " Sent to 30 <sup>th</sup> April 1855                                    | 53         |
| 30                   | Cash paid your order to S. Bailey  | 5 00       |
| "                    | Cash paid order to Swift & Dickson                                       | 11 20      |
| "                    | " Sent to 30 <sup>th</sup> April 1855                                    | 11         |
| "                    | Bill statement for Adams & Frost except date of 9 <sup>th</sup> Dec 1853 | 10 59      |
| "                    | " Sent to 30 <sup>th</sup> April 1855                                    | 09         |
|                      |  | 583 19     |
| April 11             | Cash paid for on Miss Remond's Bill                                      | 2 20       |
| "                    | 30. Cash paid Jordan's order   | 576 77     |
|                      |  | 5870 15    |
| 20                   | 30 in Cash paid your this day  | 203 53     |
| "                    | Scraps Bank the note due 30 April 55                                     | 5500 00    |
|                      |  | 67611 71   |

**Names:**

Adams & Frost  
 Bailey, S.  
 Beadle & Gooch

Bibb & Dill  
 Brandon, Miss  
 Clemens, James

Gooch, U. M.  
 McCalley & Co.  
 Scruggs, Drake & Co.

Swift & Dickson

**Places:**

Huntsville, AL

**Types:**

account

**Dates:**

April 30, 1855

Account with *Scruggs Drake & Co* Cr.

|          |                                     |         |         |
|----------|-------------------------------------|---------|---------|
| 1852     |                                     |         |         |
| May 22   | Pay Cash to purchase check on N. Y. | 280 75  |         |
| 1855     | Sub on same to 30 April 1855        | 17 59   | 280 64  |
| Scruggs  | Cash for Natl. Cotton               | 200 00  |         |
|          | Sub to 30 <sup>th</sup> April 1855  | 4 62    | 204 62  |
|          | Scruggs Drake & Co. Natl. Cotton    | 3000 00 |         |
|          | Sub to 30 <sup>th</sup> April 1855  | 146 66  | 2146 66 |
| July 5   | Natl. Cotton 27 (Natl. Cotton)      | 1578 55 |         |
|          | Sub to 30 <sup>th</sup> April 1855  | 32 10   | 1730 55 |
| April 15 | Natl. Cotton 70 (Natl. Cotton)      | 1945 16 |         |
|          | Sub to 30 <sup>th</sup> April 1855  | 7 34    | 1950 50 |
| 31       | 1 1/2 % Exchange on bal. of 70      |         | 24 72   |
|          | Natl. Cotton 20 (Natl. Cotton)      |         | 1923 92 |

Huntsville April 30<sup>th</sup> 1855

Scruggs Drake & Co.

**Names:**

Patteson, Genl

Scruggs, Drake & Co.

**Places:**

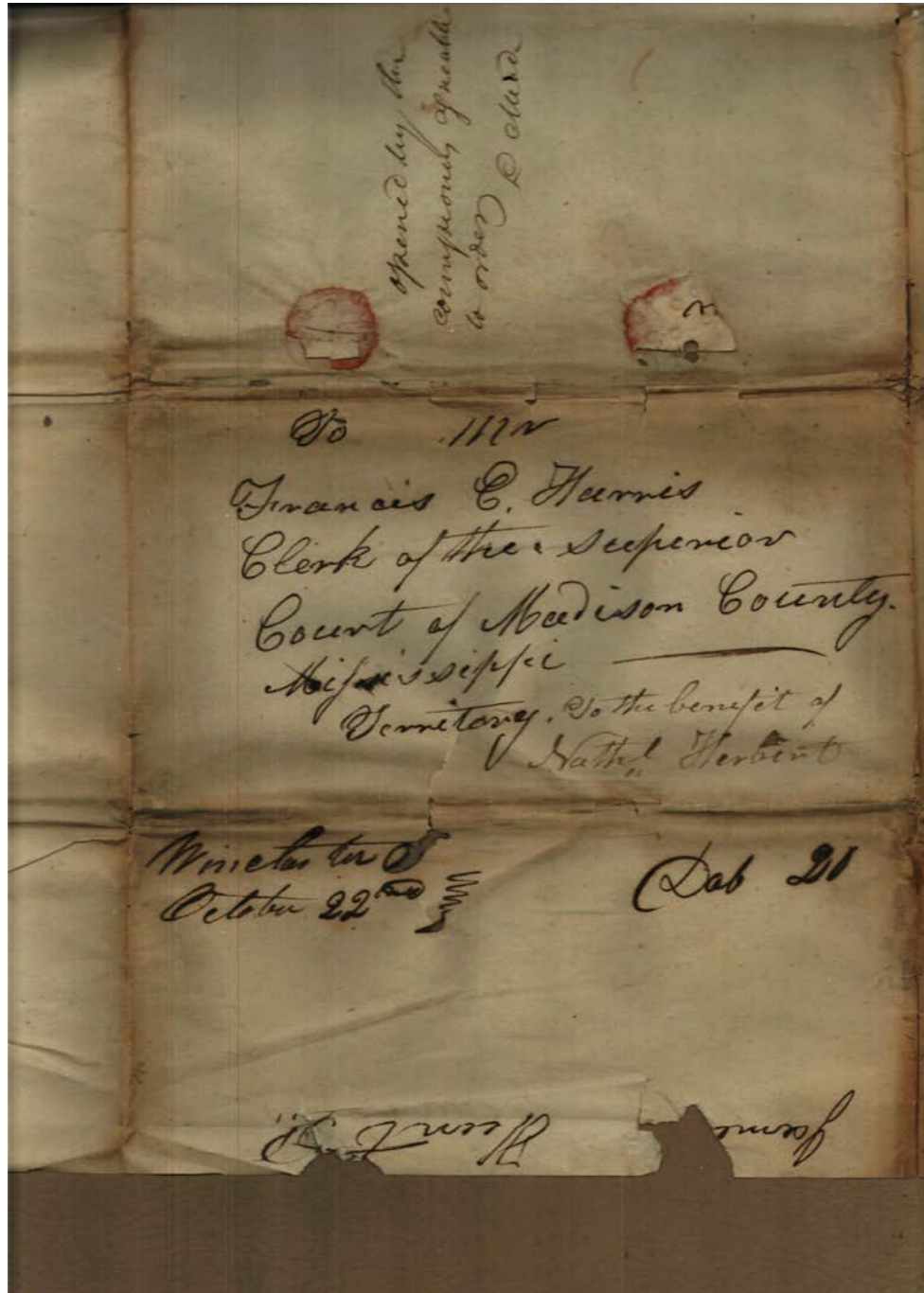
Huntsville, AL

**Types:**

account

**Dates:**

April 30, 1855



**Names:**

Harris, Francis E.

Herbert, Nathaniel

**Places:**

Madison Co., Miss.  
Terr.

**Types:**

address

**Dates:**

Oct 22

(1) of the no. of  
to either of the parties  
The State of Alabama } In pursuance of the  
Madison County, S.O. } an express Commission  
to me directed, from John B. Eldridge, Clerk of  
the Circuit Court of Madison County, in  
the State of Alabama, - J. Elijah Hansbrough, the  
Commissioner therein mentioned; have on this  
27<sup>th</sup> day of February A.D. 1850 called and  
caused to come before me, at the dwelling-  
house of Luke Mathews, in said County of  
Madison & State of Alabama, Lucy Ann  
Mathews, the Witness, named in said Commission,  
for the purpose of taking her deposition  
on the part of the Defts - in a suit pending  
in the said Circuit Court of Madison County  
wherein Sally D. Spotswood is Plaintiff and the  
Executors of James M. Spotswood are Defendants  
and she has first duly sworn on the Holy Scriptures of  
Almighty God, to speak the truth, the  
whole truth and nothing but the truth,  
deposes as follows,  
(See Page 2)

**Names:**

Eldridge, John B.  
Hansbrough, Elijah

Mathews, Lucy Ann  
Mathews, Luke

Spotswood, Dolly D.

**Places:**

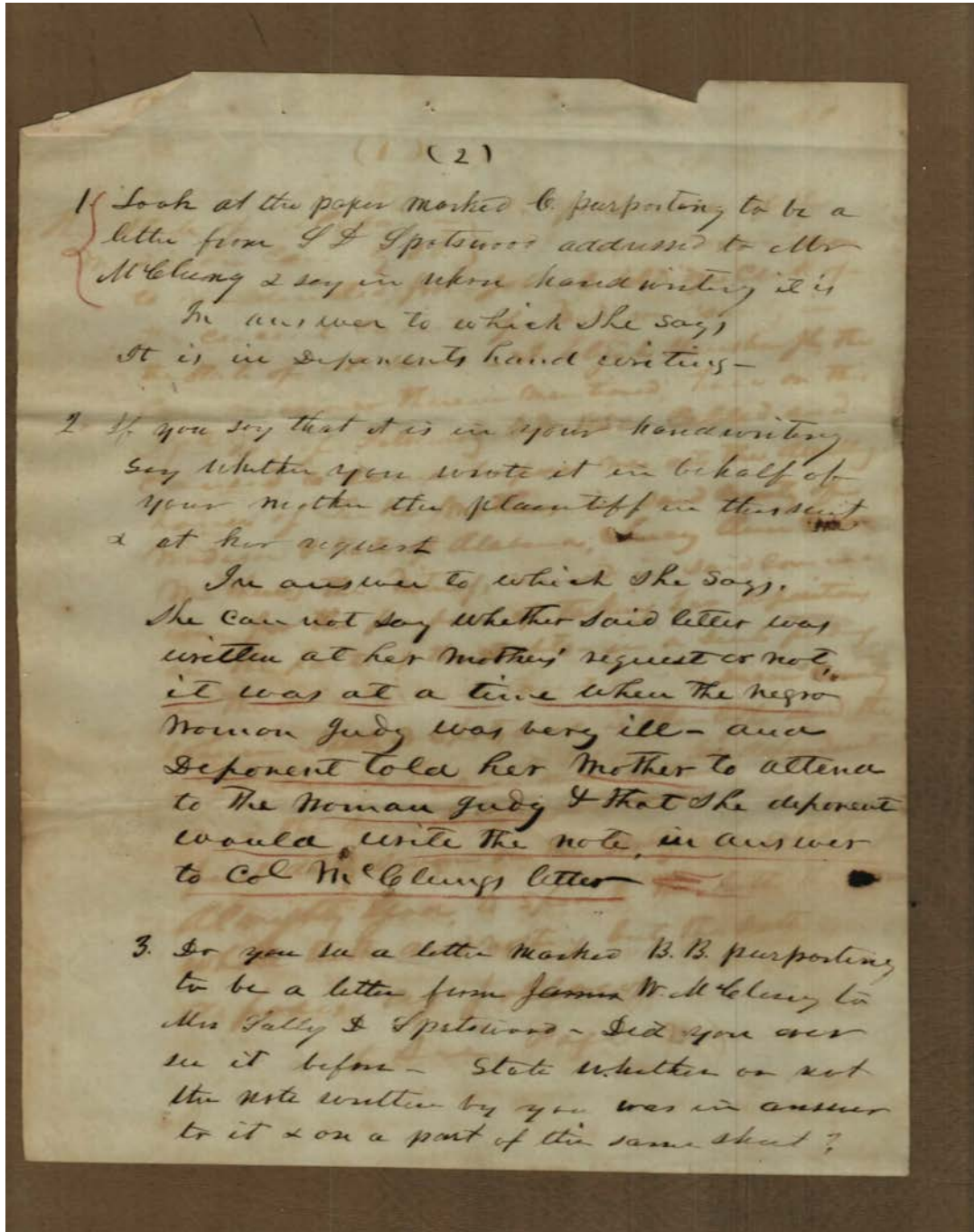
Madison Co., AL

**Types:**

circuit court

**Dates:**

Feb 27, 1850



**Names:**

, Judy (negro)  
McClung, James W.

McClung, Mr.  
Spotswood, S. D.

Spotswood, Sally D.

**Places:**

Madison Co., AL

**Types:**

circuit court

**Dates:**

Feb 27, 1850

(3)  
In answer to which she says, she sees the letter marked B B. - she expects she has seen it before, she can not say, that the note written by her, was in answer to said letter marked B B. or not, she thinks it was not, nor does she know whether or not, her said note was written on a part of the paper which was torn or cut off of said letter marked B B. - deponent thinks, her note was written in March 1843

4. Did you read the note written by you, to your mother? <sup>afterwards</sup> Did you inform her of the contents or purport of it - If you state whether it was before or after it was sent?

Deponent ~~thinks~~ can not say whether or not her mother saw said note before it was sent. - she thinks her mother did not see it, - she does not know whether or not she informed her mother of the contents or purport of said note - after it was sent, - she thinks she did not so inform her before it was sent,

**Places:**

Madison Co., AL

**Types:**

circuit court

**Dates:**

Feb 27, 1850

(4)

5. Did you or not about the time of writing said letter hear your mother express any opinions or regret at having made a demand against said McClung for the board of the Children of said McClung - as expressed in the note written by you -

In answer to which she says she never heard her mother express any regret for having written to Col. McClung for board, - but on the contrary she always declined or thought she was entitled to board, or not

6. Did you about the same time that is when said note was <sup>hear your mother</sup> written by you, express her determination to keep said Children & not give them up to said McClung unless she was obliged to do it?

to which she says - She does not now recollect, whether she did or not,

7. Were you in the habit of acting for your mother in business transactions without her authority about the time you wrote said note; without her authority & without informing her of your acts?

**Names:**

McClung, Col.

**Places:**

Madison Co., AL

**Types:**

circuit court

**Dates:**

Feb 27, 1850



In answer to the 5<sup>th</sup> interrogatory, she says her Mother did all her own writing in business transactions, generally; deponent would not have written said note, had not for the illness of said said Judge -

9. If you were not in the habit of acting for your mother in business transactions without his authority or afterwards informing her of what you had done, do you think that you wrote said note without ~~before~~ afterwards informing her what you had written? She says her Mother did, likely, ask her what she had written to Col McClung, and that she deponent told her.

9. Did you write said letter without knowing her views & wishes on its subject & without letting her know the contents of it?  
She did know her Mother's views and wishes on the subject - which were, that she wanted board for the children

**Names:**

, Judy (negro)

McClung, Col.

**Places:**

Madison Co., AL

**Types:**

circuit court

**Dates:**

Feb 27, 1850

10. Do you think you would have written to the said McClung in your mother's name what you knew to be contrary to her own views, without informing her of it? I answer to which she says, under the circumstances, (fearing Col McClung would take the children away) she would have written said note.

Interrogatory - by Plaintiff

1 Did you or not, write said note, without any previous consultation or understanding with your Mother, and was not said note dictated by you alone - In answer to which she says: -  
She did and it was:-

2 Did you not, shortly after the writing of said note, ~~for~~ and frequently since that time hear your Mother say she was entitled to board for said children,  
(Objected to by Dept) she has frequently heard her Mother so express herself  
~~Did you not hear Col McClung say, in the fall of 1845, that after his return from the Legislature~~

**Names:**

McClung, Col.

**Places:**

Madison Co., AL

**Types:**

circuit court

**Dates:**

Feb 27, 1850

(7)

3. Do you not know the fact, That Col McClung promised, that after his return from the Legislature in the winter of 1843 & 4, that he would pay the board of those children or satisfy her for their board, - In answer to which she says - she knows that Col McClung was under promise to satisfy her for said board, said promise was made before Col McClung <sup>left</sup> went to Tuscaloosa in the fall or winter of 1843.

4<sup>th</sup> Do you not know, That Col McClung paid all the expenses of said children, except their board, up to the time of his death - she says he did -

Question by Sept

11- Did you hear Col McClung utter such a promise as stated by you in your cross examination, she did not hear him make the said promise by Plaintiff,

5. Were you not well acquainted with the hand writing of Col. McClung? and did you not see a letter from Col McClung, making said promise she says she did - Sept. object to this question and answer, unless said letter is produced or retained it not being now present.

**Names:**

McClung, Col.

**Places:**

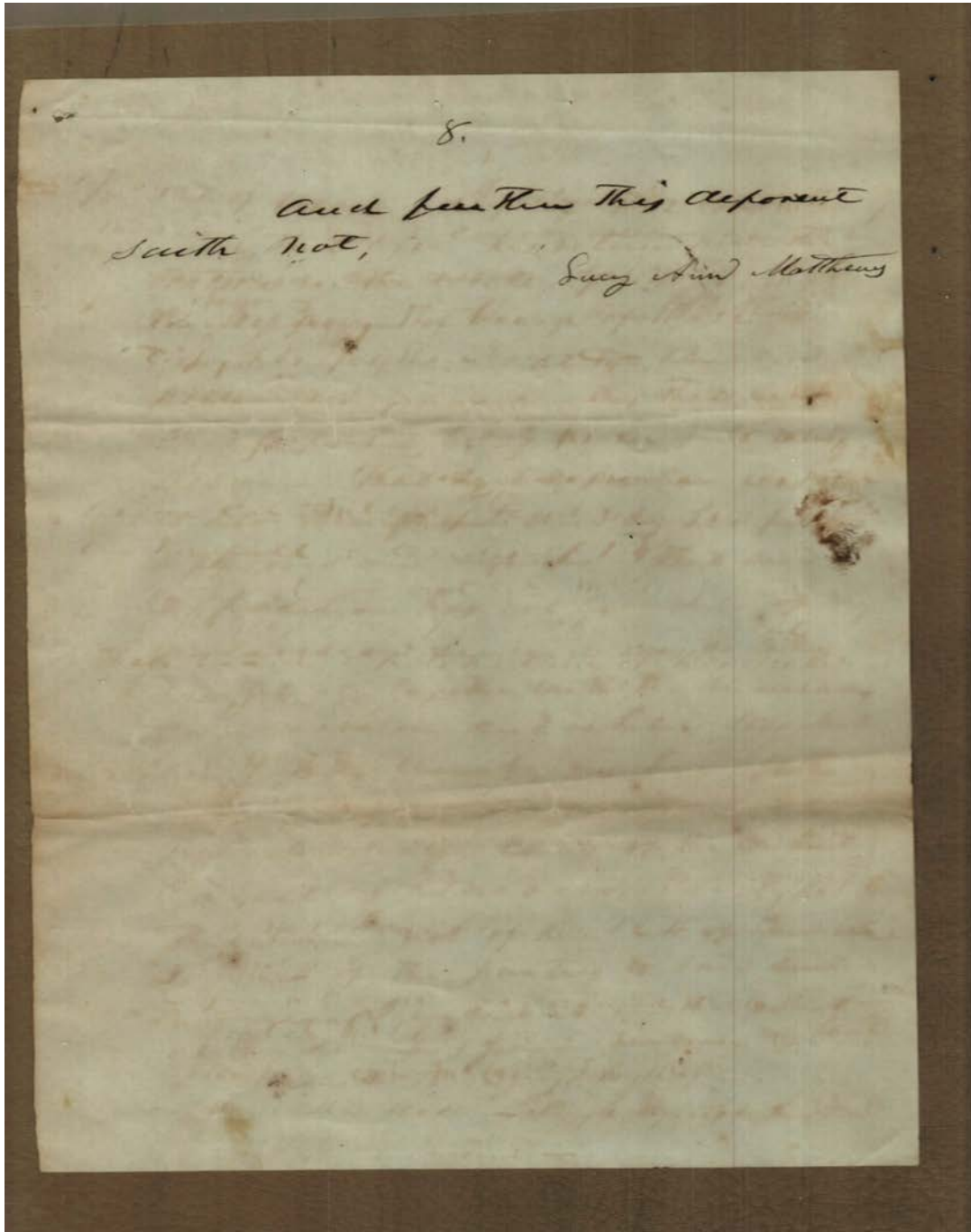
Madison Co., AL

**Types:**

circuit court

**Dates:**

Feb 27, 1850



**Names:**

Matthews, Lucy Ann

**Places:**

Madison Co., AL

**Types:**

circuit court

**Dates:**

Feb 27, 1850

The State of Alabama, }  
Madison County, Ala. } I, Elijah Hansbrough, the  
Assessed Commissioner named in  
the deposition of Lucy Ann Mathews,  
was taken before me at the time and  
place mentioned in the caption thereof,  
said deposition, being by me first duly  
sworn - that said deposition was read  
to her throughout, and by her fully  
approved and signed, - that said  
deposition has not been out of my  
possession, since it was so taken,  
until it, together with the assessed  
Commission and exhibits, marked  
"C" & "B B", were by me, here, together,  
with me, and I do hereby certify and believe  
John B. Eldridge Clerk of the Circuit  
Court of Madison County, Ala.  
that I am not of kin nor of Counsel  
to either of the parties to said suit  
nor am I interested in the result  
of the same. Given under my hand  
and seal this 27<sup>th</sup> Feb'y 1850  
Elijah Hansbrough, Com.

**Names:**

Eldridge, John B.

Hansbrough, Elijah

Mathews, Lucy Ann

**Places:**

Madison Co., AL

**Types:**

circuit court

**Dates:**

Feb 27, 1850

Know all men by these presents that we, Elizabeth Langley and Samuel H. Langley of the County of Pitt in the State of North Carolina, are held and firmly bound unto Alexander Ewing, James Landman, Richard Jamar and John M. Lynch of Madison County Alabama, in the several sum of Forty Thousand Dollars, for the prompt and faithful payment of which we bind ourselves jointly and severally, firmly by these presents sealed with our seals, and dated this the

The condition of the above obligation is such that whereas about the 13<sup>th</sup> of July 1853, the said Samuel H. Langley and his wife Martha, and the said Elizabeth Langley, joined with Thomas Langley who was the husband of said Elizabeth, and the father of said Samuel H., in the execution of a deed of conveyance of that date, to the said Ewing, Landman, Jamar and Lynch, the purport of which was to convey to them certain property and effects therein described as the property of the estate of Samuel Weston deceased, who was a brother of said Elizabeth, including the following tracts or parcels of land, lying in the said County of Madison, to wit, the South East Quarter of Section two, the West Half of the South East Quarter of Section Three, <sup>with a strip about 14 rods off off the bottom that runs through</sup> the East Half

**Names:**

Ewing, Alexander  
Jamar, Richard

Landman, James  
Langley, Elizabeth

Langley, Martha  
Langley, Samuel H.

Langley, Thomas  
Lynch, John M.

**Places:**

Madison Co., AL

Pitt Co., NC

**Types:**

bond

**Dates:**

Dec 10, 1856

of the North East quarter of Section ten the East half of Section eleven, the South half of Section twelve, the South half of the North West quarter of Section twelve, the West half of the North half of the North West quarter of Section twelve, and the North East quarter of Section thirteen, all in Township five, Range two West of Huntsville - a portion of which lands were incorrectly described in said deed of conveyance, but all of which belonged to the estate of the said Samuel Weston deceased.

And whereas also, the said Ewing, Landman, Jamar and Lynch, while claiming said lands under said purchase made a contract for the sale thereof to one George O. Ragland at the price of Fifteen dollars per acre, the whole tract containing about twelve hundred and forty acres, fifty five hundred dollars to be paid on the 1<sup>st</sup> of May 1855, the same amount on the 1<sup>st</sup> of May 1856, and the remainder in two equal payments in one and two years thereafter, and executed and delivered to the said Ragland a bond conditioned to make him a title to said lands on the full payment thereof, dated the 20<sup>th</sup> 1854; on which contract the said Ragland executed and delivered to them his four notes or bonds, all of the date last aforesaid, two for fifty-five hundred dollars each, payable May 1<sup>st</sup> 1855, and May the 1<sup>st</sup> 1856, and the other

**Names:**

Ewing, Alexander  
Hatton, Samuel

Jamar, Richard  
Landman, James

Lynch, John M.  
Ragland, George O.

**Places:**

Madison Co., AL

**Types:**

bond

**Dates:**

Dec 10, 1856

two for thirty six hundred and twenty seven and  $\frac{3}{4}$  dollars each, payable May 1<sup>st</sup> 1857, and May 1<sup>st</sup> 1858, and being through mistake for about one hundred and seventy two &  $\frac{3}{4}$  dollars each, too little, the fact of which notes or bonds, has been collected by the said Coming, Landman, Lynch & Jamar.

And whereas also, afterwards the said Thomas Langley having departed this life, one George W. Laughinghouse as the Administrator on his estate, and the said Elizabeth Langley and Samuel H. Langley severally, filed their bills of Complaint in the Chancery Court of the 2<sup>d</sup> District, Northern Division of Alabama, against the said Coming, Landman, Lynch, and Jamar, and others, praying for a rescission and cancellation of the Deed of Conveyance herein first above specified; in each of which causes a Decree was rendered by consent of parties, on the 10<sup>th</sup> day of December 1856, that being a day of the then regular term of the said Court, rescinding, cancelling and annulling the said deed of conveyance, but, by the consent of the said Complainants, and on their election severally made and expressed in open Court, ratifying and confirming the said contract of sale to the said Ragland.

And whereas also, besides consenting to said Decrees, it was further understood and agreed between the parties hereto, by way of adjusting all matters in dispute in relation to said lands and as a part of said general

**Names:**

Ewing, Alexander  
 Jamar, Richard  
 Landman, James

Langley, Elizabeth  
 Langley, Samuel H.  
 Langley, Thomas

Laughinghouse,  
 George W.  
 Lynch, John M.

Ragland, George O.

**Places:**

Madison Co., AL

**Types:**

bond

**Dates:**

Dec 10, 1856



agreement that upon the final settlement of the said  
 Ewing and Landman, who have been acting as the admin-  
 istrators de bonis non, on the estate of said Samuel  
 Hatton deceased, they shall account for the first  
 note or bond of the said Ragland so collected by  
 them; shall resign as such administrators; and  
 shall transfer and deliver to the administrator de bonis non  
 who may succeed them in the administration on the  
 estate of said Hatton, the unpaid notes or bonds of the  
 said Ragland as well as the account for that portion  
 of said purchase money which was so omitted from  
 the last two notes as aforesaid; and further shall  
 in view the said Ragland will accept the title  
 bond of the said Elizabeth Langley and Samuel  
 H. Langley in lieu of the one now held by them,  
 as hereinafter provided for with the said James Lynch,  
 execute and deliver to the said Elizabeth Langley for  
 life, with Remainder to the said Samuel H. Langley,  
 quit claim deed or deeds, to all of said lands, with  
 relinquishments of dower by their respective wives, and  
 as to them and their wives, acknowledged or attested and  
 proven as the law requires in such cases; and further,  
 if the said Ragland shall refuse to make such  
 exchange of title bond, they with the said James  
 and Lynch shall then execute a deed of conveyance  
 with the usual covenants, embracing all said lands,  
 and conveying them to the said Ragland in discharge  
 of the covenants of their said title bond, with

**Names:**

Ewing, Alexander  
 Hatton, Samuel

Jamar, Richard  
 Landman, James

Langley, Elizabeth  
 Langley, Samuel H.

Lynch, John M.  
 Ragland, George O.

**Places:**

Madison Co., AL

**Types:**

bond

**Dates:**

Dec 10, 1856

relinquishment of dower as aforesaid, and deliver  
 the same, subscribed by two attesting witnesses, to the  
 said administrator so to be appointed, on the estate  
 of the said Hatton, dec'd, as an escrow, to be delivered  
 by him or his successors in office, to the said  
 George O. Ragland, upon the full payment of the  
 purchase money for said lands as aforesaid; and  
 it is further understood and agreed that the said  
 Elizabeth Langley and Samuel H. Langley shall ex-  
 ecute a bond in double the amount of the purchase  
 money of said lands, payable to the said Ragland,  
 and conditioned to make him a deed of conveyance  
 of all said lands, with the usual covenants of war-  
 ranty, and upon the execution and delivery of this  
 quit claim deed aforesaid, by the said Ewing  
 Landman, Lynch and Jamar, to them, shall tender  
 the said bond to the said Ragland, in lieu of the one  
 now held by him; and if the bond so tendered the said  
 Ragland shall be accepted by him in lieu of the one  
 now held by him, then the said Elizabeth and Sam-  
 uel H. shall take up and surrender to the said  
 Ewing, Landman, Lynch and Jamar, their said bond  
 now in the hands of the said Ragland in full  
 discharge of this obligation. But it is further un-  
 derstood and agreed that should the said Rag-  
 land refuse to accept the bond of the said Elizabeth  
 and Samuel H. in lieu of that now held by him  
 on the said Ewing, Landman, Lynch and Jamar.

**Names:**

Ewing, Alexander  
 Hatton, Samuel

Jamar, Richard  
 Landman, James

Langley, Elizabeth  
 Langley, Samuel H.

Lynch, John M.  
 Ragland, George O.

**Places:**

Madison Co., AL

**Types:**

bond

**Dates:**

Dec 10, 1856

then the said quit claim deed is to be returned to the makers thereof and is to be null and void; and in that event and whereas it was a part of said adjustment and compromise that the said Elizabeth Langley and Samuel H. Langley should save the said Ewing, Landman, Jamar and Lynch harmless by reason of their said sale to said Ragland and to that end should execute this obligation, now the said Elizabeth Langley and Samuel H. Langley covenant and agree to and with the said Ewing, Landman, Lynch and Jamar that upon the execution and delivery to the said administrator as aforesaid of a deed of conveyance of all of said lands as aforesaid by them with the usual covenants of warranty and relinquishment of dower as aforesaid, to be held as an escrow as aforesaid, they with and their heirs, executors administrators and assigns shall in consideration of the premises and said notes and debts of said Ewing, Landman, Jamar and Lynch, covenant, solemnly and save harmless, the said Ewing, Landman, Lynch and Jamar, against any and all loss, injury or damage which they or either of them may suffer or sustain from or in consequence of, the covenants or stipulations in said bond for title, or in said deed of conveyance so to be delivered as an escrow as aforesaid. But if the said Elizabeth and Samuel H. shall comply with all their covenants and stipulations herein before contained then this obligation to be void, otherwise to remain in full force and virtue. In testimony whereof me, the said Elizabeth

**Names:**

Ewing, Alexander  
Jamar, Richard

Landman, James  
Langley, Elizabeth

Langley, Samuel H.  
Lynch, John M.

Ragland, George O.

**Places:**

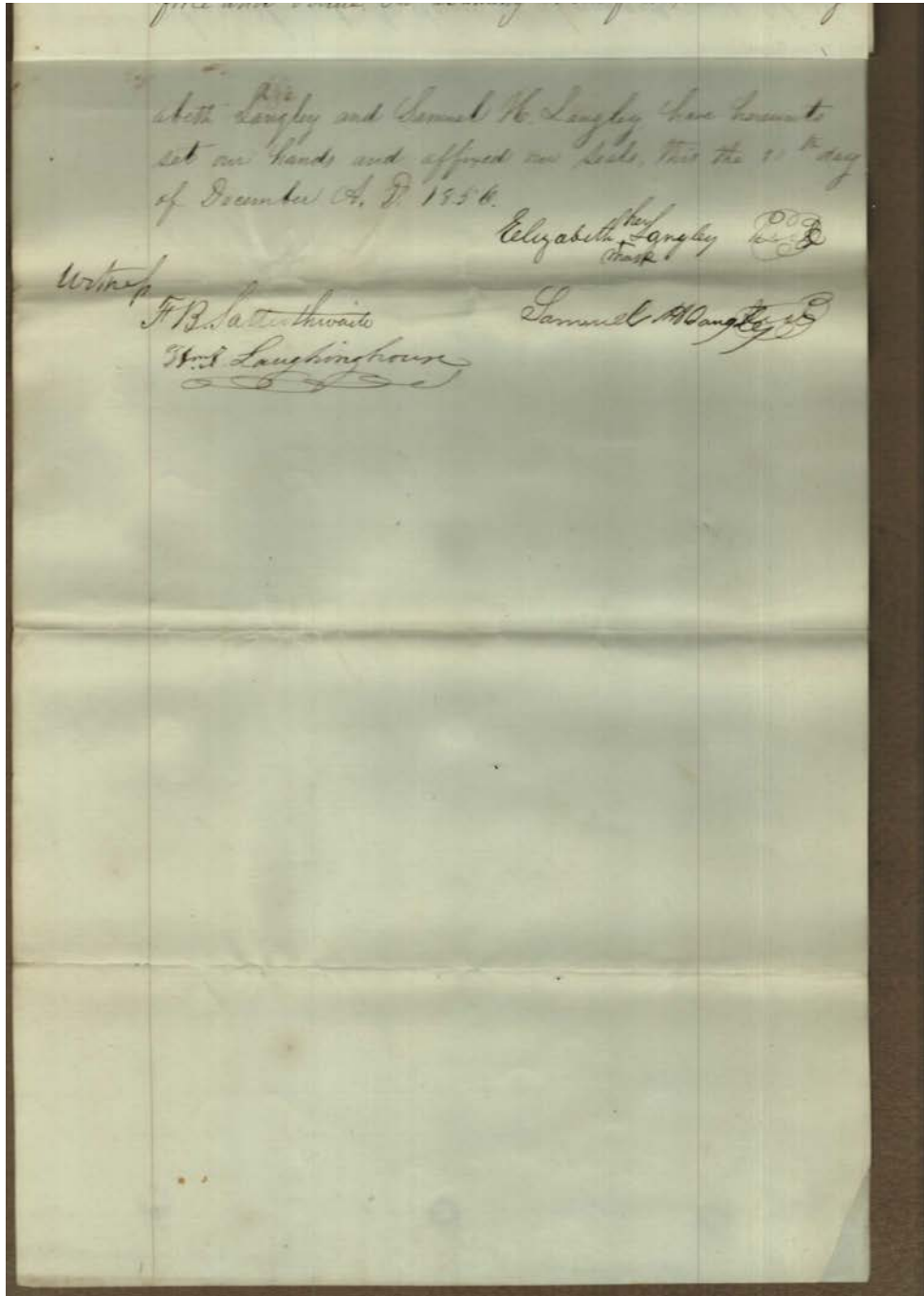
Madison Co., AL

**Types:**

bond

**Dates:**

Dec 10, 1856



**Names:**

Langley, Elizabeth  
Langley, Samuel H.

Laughinghouse,  
William

Satterthwaite, F. B.

**Places:**

Madison Co., AL

**Types:**

bond

**Dates:**

Dec 10, 1856

Mississippi Territory of the United States  
 Madison county T.

To the Sheriff of said county greeting,  
 you are hereby commanded to summon  
 mess<sup>r</sup> William Robinson if to be found in  
 your county, to appear before the Judge of  
 our Superior court sitting in chancery at the  
 court house in the town of Humboldt on  
 the second monday in ~~the month of~~ <sup>May</sup> next, ensuing  
 to answer an oath a bill in chancery preferred  
 against him in our said court by Nathaniel  
 Herbert & a copy of which bill accompanying  
 this writ, you will deliver to the said William  
 Robinson, herein said, and have you  
 then there this writ. Witness the Honorable  
 Obadiah Jones Judge of the court aforesaid  
 at office the second monday in ~~the month of~~ <sup>the month of</sup> the  
 year of our Lord one thousand eight  
 hundred and fifteen, and of the Independ-  
 ence of the United States of America the 40th  
 third day of April 1816. Test

Rec<sup>d</sup> 4 day of April 1816 Francis E. Harris Clk.  
 Wm. McBroome S<sup>r</sup>

**Names:**

Harris, Francis E.,  
 clerk  
 Herbert, Nathaniel

Jones, Obediah,  
 Judge

McBroom, William,  
 D. S.  
 Robinson, William

**Places:**

Madison Co., Miss.  
 Terr.

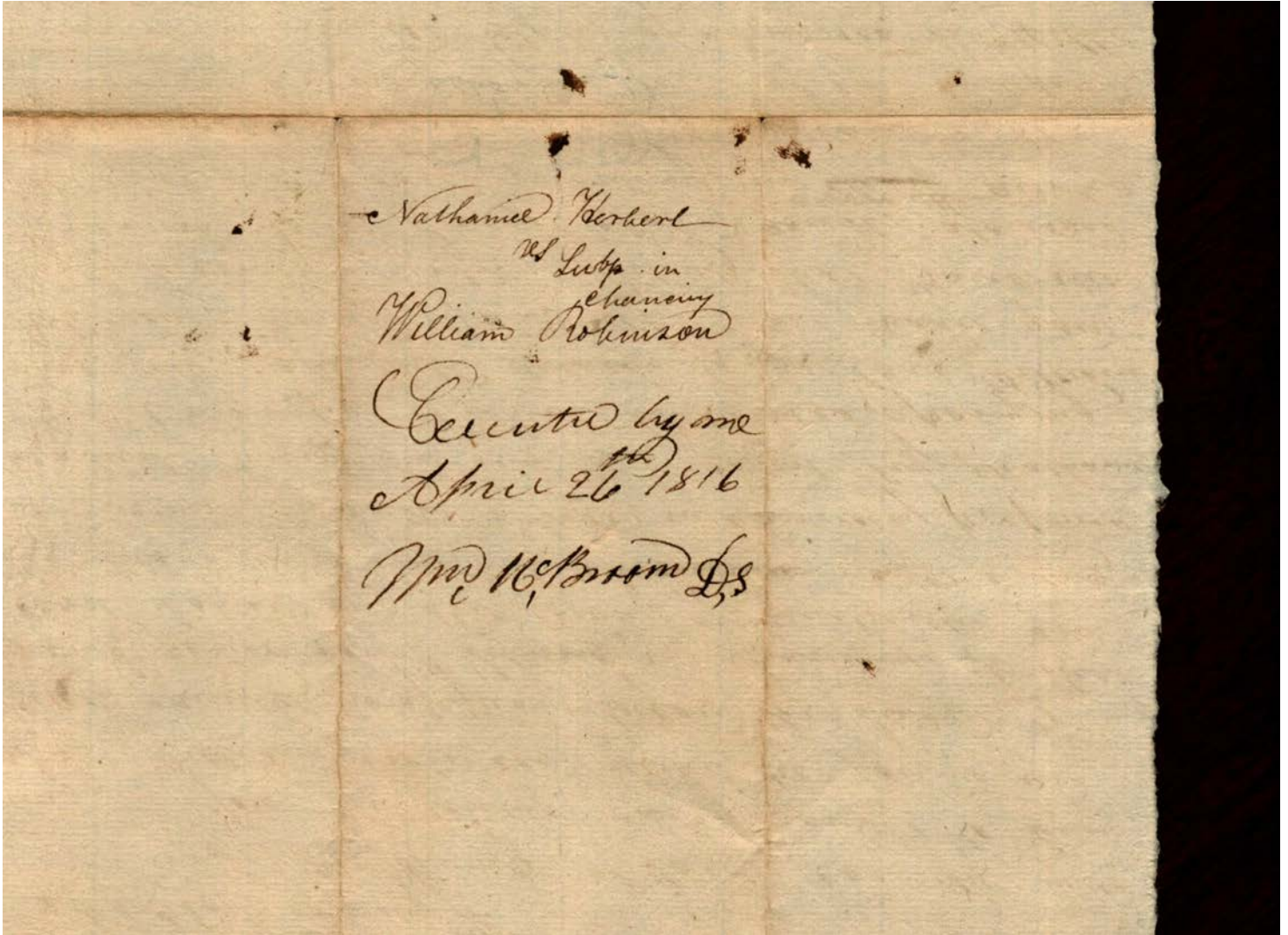
**Types:**

Superior court in  
 chancery

**Dates:**

April 3, 1816

April 4, 1816



Nathaniel Herbert  
vs Lupa in  
chancery  
William Robinson  
Executed by me  
April 26<sup>th</sup> 1816  
Wm Robinson Esq

**Names:**

Herbert, Nathaniel

Robinson, William

**Places:**

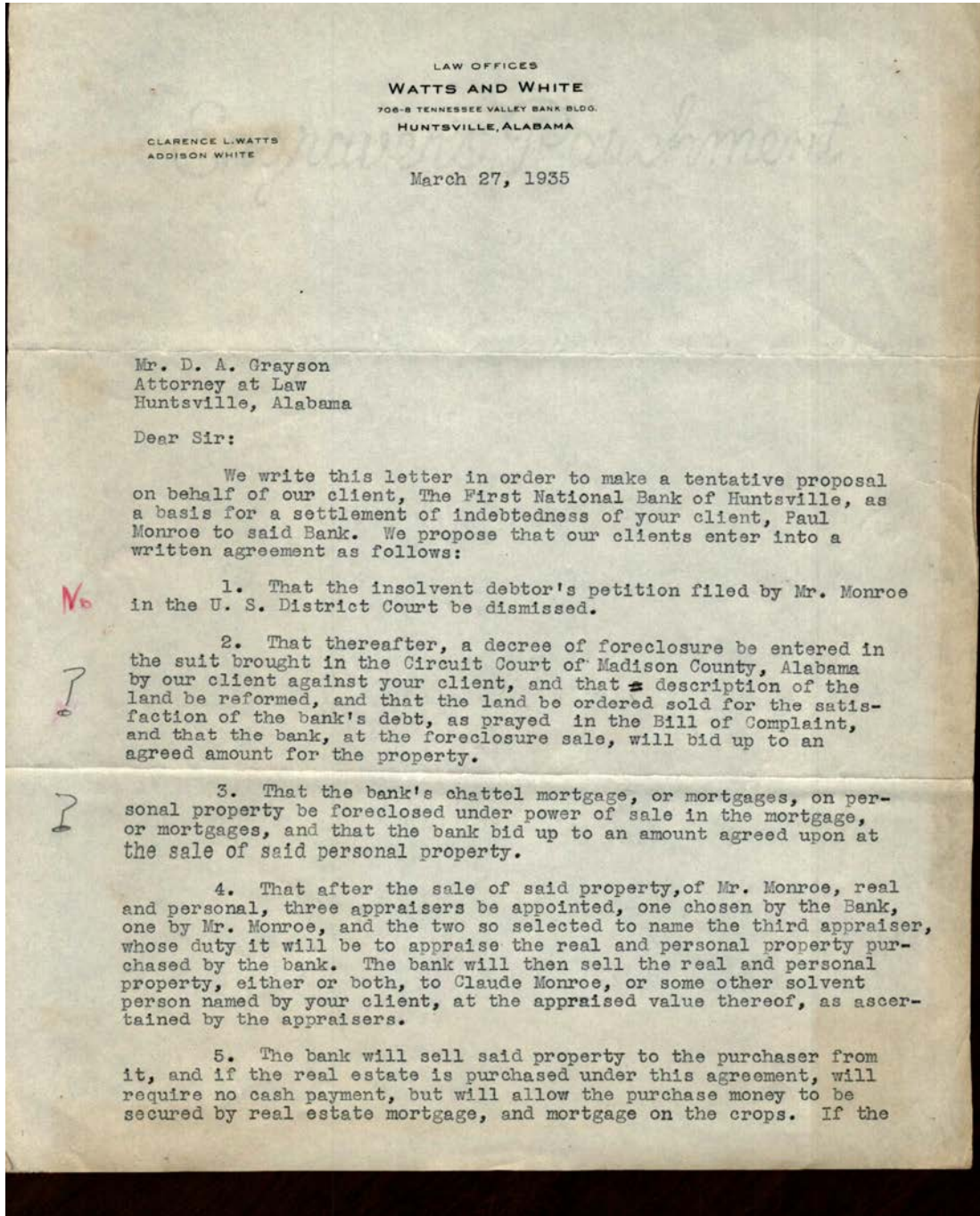
Madison Co., Miss.  
Terr.

**Types:**

Superior court in  
chancery

**Dates:**

April 26, 1816



**Names:**

First National Bank  
of Huntsville

Grayson, D. A.  
Monroe, Claude

Monroe, Paul  
Watts & White

**Places:**

Huntsville, AL

**Types:**

legal correspondence

**Dates:**

March 27, 1935

Page 2 -- Mr. D. A. Grayson -- March 27, 1935.

personal property is sold under this agreement, then 25% of the appraised value will be paid by the purchaser, and the balance secured by chattel mortgage on the property sold, and if the purchaser of the personal property has also bought the real estate, the balance of purchase money of personal property shall be secured by chattel mortgage on the crops to be grown on the land sold by the bank under this agreement.

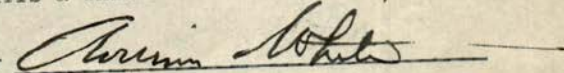
The foregoing proposition is not to be construed as binding upon our client at this time, and it is not to be binding until it has been accepted by the officials of the bank in such form as we may agree upon. In the event this agreement can be reached, we can probably work out a similar plan of settlement of the indebtedness due from your client to the Trustees for Georgia May Harris, which amounts to \$17,500.00 and some accumulated interest.

We will thank you to take this matter up with your client and let us hear from you promptly.

Yours very truly,

WATTS & WHITE

By



AW:BE

**Names:**

Grayson, D. A.

Harris, Georgia May

Watts & White

White, Addison

**Places:**

Huntsville, AL

**Types:**

legal correspondence

**Dates:**

March 27, 1935



STATE OF ALABAMA )  
MADISON COUNTY )

THIS AGREEMENT MADE AND ENTERED INTO by and between Robert E. Spragins and Addison White, as Trustees for Georgia May Harris, as party of the first part, and W. Paul Monroe, as party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the second part is indebted to the party of the first part in a large sum of money viz: about \$25,000.00, which said indebtedness is secured by three several real estate mortgages of the party of the second part and wife, to the party of the first part, one of said mortgages being dated the 30, 1924, recorded in the Probate Office of Madison County, Alabama in Mortgage Book 196, page 463, and the next mortgage being dated the 23d day of May, 1925, and recorded in said Probate Office in Mortgage Book 199, page 463, and the last of said mortgages being dated the 8th day of July, 1929, and recorded in said Probate Office in Mortgage Book 227, page 93, and said parties being anxious and desirous of making a compromise settlement of said indebtedness;

AND WHEREAS, heretofore on the 4th day of March, 1935, the party of the second part filed in the District Court of the United States for the Northern District of Alabama, a Debtors' Petition under Section 75 of the Bankruptcy Act, as amended;

NOW THEREFORE, in consideration of the premises, it is hereby mutually agreed between said parties, as follows:

FIRST: That the party of the second part will take immediate steps to have said bankruptcy proceeding dismissed by the United States District Court.

SECOND: That thereafter, the party of the first part will foreclose said mortgages under the powers of sale therein contained in accordance with the provisions of said mortgages, and at the foreclosure sale, will bid up to the amount of \$20,000.00, for all of the property sold, if necessary to bid that amount in order for

**Names:**

Harris, Georgia May

Monroe, W. Paul

Spragins, Robert E.

White, Addison

**Places:**

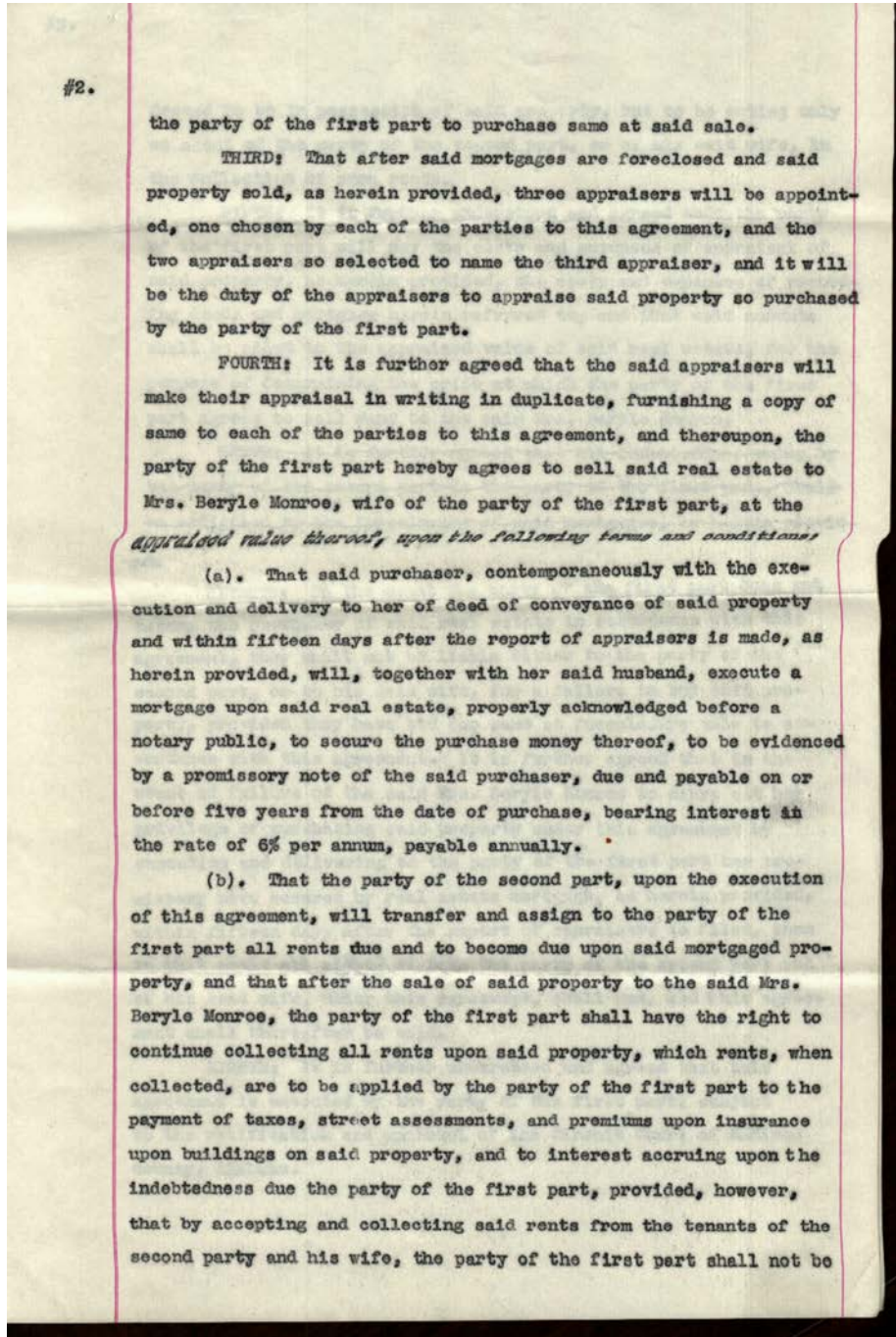
Madison Co., AL

**Types:**

agreement

**Dates:**

May 18, 1935



**Names:**

Monroe, Beryle, Mrs.

**Places:**

Madison Co., AL

**Types:**

agreement

**Dates:**

May 18, 1935

#3.

deemed to be in possession of said property, but to be acting only as agent of the party of the second part, or of his said wife, in the collection of such rents.

FIFTH: It is further understood and agreed that the party of the first part will pay the costs and expenses of appraisal of said property, as herein provided, the costs and expenses of recording deeds and mortgage herein referred to, and that said amounts shall be added to the appraised value of said real estate, for the purpose of determining the price at which the party of the first part agrees to sell same to the said Mrs. Beryle Monroe.

~~SIXTH: It is further agreed that all indebtedness owing by the party of the second part to the party of the first part, shall be satisfied by the foreclosure of said mortgages, as herein provided.~~

~~and.~~  
SEVENTH: In the event the party of the first part does not become the purchaser of said real estate in accordance with this agreement, they shall not be liable either to the party of the second part, or to his said wife, for a failure to buy said property, provided they have bid for same at foreclosure sale in accordance with this agreement. It is further agreed that in the event of failure of the said Mrs. Beryle Monroe to carry out her privilege of purchasing said property under this agreement by executing and delivering to the party of the first part her promissory note secured by real estate mortgage, as herein provided, within fifteen days after the report of appraisers is filed, then in that event all rights of both the party of the second part and of his said wife, under this agreement, shall end, and this agreement shall thereafter be void.

EIGHTH: It is further understood and agreed that this agreement is executed by the party of the first part, subject to the ratification and approval of the Circuit Court of Madison County, Alabama.

**Names:**

Monroe, Beryle, Mrs.

**Places:**

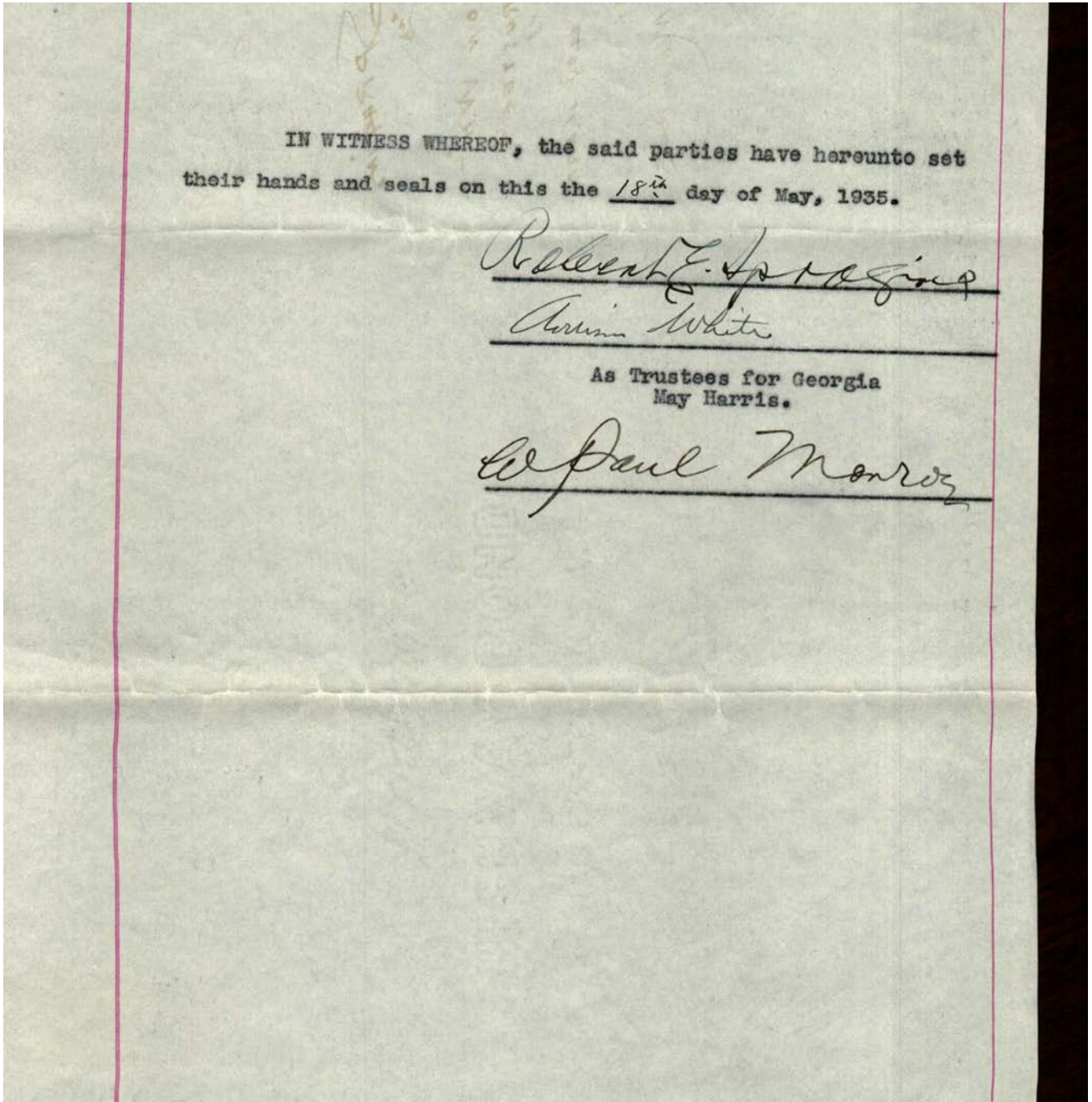
Madison Co., AL

**Types:**

agreement

**Dates:**

May 18, 1935



**Names:**

Monroe, W. Paul

Spragins, Robert E.

White, Addison

**Places:**

Madison Co., AL

**Types:**

agreement

**Dates:**

May 18, 1935

STATE OF ALABAMA )  
MADISON COUNTY )

THIS AGREEMENT made and entered into by and between the First National Bank of Huntsville, Alabama, as party of the first part, and W. Paul Monroe, as party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the second part is indebted to the party of the first part in a large sum of money, viz: about \$47,000.00, which said indebtedness is secured by real estate and chattel mortgages, and said parties are anxious and desirous of making a compromise settlement of said indebtedness;

the party of the first part filed a bill of complaint in the Circuit Court of Madison County, in Equity, to foreclose its real estate mortgage given by the party of the second part, and thereafter on the 4th day of March, 1935, the party of the second part filed in the District Court of the United States for the Northern District of Alabama, a petition under Section 75 of the Bankruptcy Act, as amended:

NOW, THEREFORE, in consideration of the premises, it is hereby mutually agreed by the said parties, as follows:

*FIRST: That the party of the second part will take immediate steps to have said bankruptcy proceeding dismissed by the United States District Court.*

SECOND: That thereafter a decree of foreclosure shall be entered in said foreclosure suit pending in the Circuit Court of Madison County, Alabama, that the description of the lands be reformed in accordance with the prayer of said bill, and that the lands which are described as Tracts A, B, C, D, E, F, and G, in the real estate mortgage given by the party of the second part to the party of the first part, recorded in the Probate Office of said county in Mortgage Book 236, page 695, be ordered sold for the -

**Names:**

First National Bank  
of Huntsville

Monroe, W. Paul

**Places:**

Madison Co., AL

**Types:**

agreement

**Dates:**

July 15, 1935

#2.

to a prior mortgage upon said lands held by the Federal Land Bank of New Orleans, and that the party of the first part, at the foreclosure sale, will bid up to the amount of \$35,000.00 for the property if necessary to bid that amount in order for the party of the first part to purchase same at said sale.

THIRD: That upon the dismissal of said bankruptcy proceeding, the party of the first part will also foreclose its chattel mortgages upon the personal property of the party of the second part, which said personal property is described as follows:

|                           |                   |
|---------------------------|-------------------|
| 2 Farmall Tractor Outfits | <del>200.00</del> |
| 1 Old Case Tractor        | <del>50.00</del>  |
| 2 Cultipackers            | <del>20.00</del>  |
| 3 Two-Horse Turning Plows | <del>30.00</del>  |
| 1 Two row Planter         | <del>25.00</del>  |
| 2 Fowler Sweeps           | <del>20.00</del>  |
| 1 Mower                   | <del>10.00</del>  |
| 13 Mules,                 | <del>130.00</del> |
| 1 Mare                    | <del>50.00</del>  |
| 2 Buster Plows            | <del>20.00</del>  |
| 1 Hay Baler               | <del>100.00</del> |
| 3 Drag Harrows            | <del>15.00</del>  |
| 6 One row Planters        | <del>30.00</del>  |
| 6 Fertilizer Distributors | <del>25.00</del>  |
| 3 Bull Tongue Plows       | <del>15.00</del>  |
| 1 Stalk Cutter            | <del>10.00</del>  |
| 7 Two Horse Cultivators   | <del>100.00</del> |
| 6 Two Horse Wagons        | <del>120.00</del> |

That said sale will be made on the Public Square in the City of Huntsville, Alabama, after notice given, as provided in the chattel mortgages foreclosed, and that the party of the first part will bid up to the amount of \$3,000.00 at said foreclosure sale, if necessary in order to buy said property at said sale. *The party of the second part does hereby expressly waive the exposure of the personal property at its sale on the public square.*

FOURTH: That after having sold said property, real and personal, at foreclosure sales, three appraisers will be appointed, one chosen by each of the parties to this agreement, and the two appraisers so selected to name the third appraiser, and it will be the duty of the appraisers to appraise the real and personal property so purchased by the party of the first part.

FIFTH: It is further agreed that the said appraisers will make their report in writing in duplicate, furnishing a copy of same to each of the parties to this agreement, and thereupon the

**Names:**

Federal Land Bank of  
New Orleans

**Places:**

Madison Co., AL

**Types:**

agreement

**Dates:**

July 15, 1935

#3.

party of the first part hereby agrees to sell said real and personal property to Claude Monroe at the appraised value thereof, less the amount due Federal Land Bank of New Orleans, on its prior mortgage on said real estate, upon the following terms and conditions:

(a). That the said Claude Monroe contemporaneously with the execution and delivery to him of a deed of conveyance of said real estate, conveying said real estate subject to Federal Land Bank mortgage, and within fifteen days after the report of appraisers is made, as herein provided, will, together with his wife, execute a mortgage upon said real estate, properly acknowledged before a notary public, to secure the purchase money thereof, said indebtedness to be evidenced by promissory note of the said Claude Monroe, due and payable on or before December 1, 1941, bearing interest at the rate of ~~five percent~~ <sup>five percent</sup> annually on the first day of December each year, beginning December 1, 1935. The real estate covered by this agreement is particularly described in the first paragraph of the Bill of Complaint in said foreclosure suit pending in the Circuit Court of Madison County, Alabama, the lands covered by this agreement being referred to as Tracts A, B, C, D, E, F & G. It is understood and agreed that the mortgage on said land held by the party of the first part, is subject to a prior mortgage on said lands held by the Federal Land Bank of New Orleans, and that the conveyance of said lands to Claude Monroe by the party of the first part, and the mortgage to the party of the first part from him shall be subject to said Federal Land Bank mortgage.

(b). That the said Claude Monroe at the time of purchasing said real estate from the party of the first part, at its appraised value, less amount due on said prior mortgage, as herein provided, will likewise purchase the above described personal property from the party of the first part at the appraised value thereof, and the party of the first part agrees to sell said personal property to said Claude Monroe at said price, the purchase money to be secured by a chattel mortgage upon said personal property due and payable as follows:

25% of the principal due December 1, 1935; 25% of the principal due December 1, 1936, and 50% of the principal due December 1,

**Names:**

Monroe, Claude

**Places:**

Madison Co., AL

**Types:**

agreement

**Dates:**

July 15, 1935

#4.

1937, said indebtedness bearing interest at the rate of 8% per annum, payable annually on the first day of December, each year, and said chattel mortgage to also include the crops upon said real estate, and to be renewed in January of each year so long as the indebtedness thereby secured is unpaid.

(c). That the party of the first part shall pay the property taxes of the party of the second part on said lands, for the year 1934, and same shall be added to the appraised value of the real estate in determining the price at which said real estate shall be sold to the said Claude Monroe, ~~the party of the second part, to be determined by the party of the first part.~~

(d). The party of the first part shall have the right to incorporate in the real estate mortgage to be executed by the said Claude Monroe and wife, to the party of the first part, provisions authorizing the party of the first part, in the event of default by mortgagor in payment of taxes or in the payment of indebtedness due the Federal Land Bank of New Orleans, to pay same and add the amount so paid to the indebtedness secured by its mortgage, and to further provide that such default on the part of mortgagor shall constitute a default under the terms of the mortgage given by him, which would authorize a foreclosure in like manner as other defaults provided for in the mortgage, after such default has continued for a period of sixty days.

SIXTH: It is further understood and agreed that the party of the first part will pay the costs and expenses of appraisal of said property, as herein provided, the costs and expenses of recording deeds and mortgages herein referred to, and that said amounts shall be added to the appraised value of said real estate for the purpose of determining the price at which the party of the first part agrees to sell same to the said Claude Monroe.

SEVENTH: It is further agreed that all indebtedness owing by the party of the second part to the party of the first part, ~~except here secured by real estate mortgage~~ shall be satisfied by the foreclosure of said real and chattel mortgages herein referred to, and that after the foreclosure sales, the party of the first part will deliver up to the party of the

**Names:**

Federal Land Bank of  
New Orleans

Monroe, Claude

**Places:**

Madison Co., AL

**Types:**

agreement

**Dates:**

July 15, 1935



second part, all security now held by it for the indebtedness of the party of the second part, including insurance policies, stock certificates and collateral notes, <sup>EXCEPT SAID REAL ESTATE HERE, WHICH SHALL BE TRANSFERRED TO CLAUDE MONROE FOR THE BALANCE DUE THEREON.</sup>

EIGHTH: In the event the party of the first part does not become the purchaser of said real estate, or of said personal property, in accordance with this agreement, it shall not be liable either to the party of the second part or to the said Claude Monroe for a failure to buy said property not acquired by it, provided it has bid for same at foreclosure sale in accordance with this agreement. It is further understood and agreed that in the event of the failure of the said Claude Monroe to carry out his obligations under this agreement as the purchaser of said property, by executing and delivering to the party of the first part his promissory notes secured by real and chattel mortgages, as herein provided, within fifteen days after the report of appraisers is filed, then in that event, all rights of both party of the second part and of the said Claude Monroe under this agreement shall end, and this agreement shall thereafter be void.

THIS AGREEMENT is executed on behalf of the party of the first part by its duly authorized officers acting under the authority of a resolution of the Board of Directors of the First National Bank of Huntsville, and by the party of the second part who hereunto sets his hand and seal on this 15<sup>th</sup> day of May, 1935.

FIRST NATIONAL BANK OF HUNTSVILLE

By R. E. Spragins  
Its President

By H. C. Landman  
Its Cashier

W. Paul Monroe

**Names:**

First National Bank of Huntsville

Landman, H. C.  
Monroe, Claude

Monroe, W. Paul  
Spragins, Robert E.

**Places:**

Madison Co., AL

**Types:**

agreement

**Dates:**

July 15, 1935

WHEREAS, on the 18th day of May, 1935, the undersigned Robert E. Spragins and Addison White, as Trustees for Georgia May Harris, and W. Paul Monroe, entered into a written agreement for the foreclosure of certain real estate mortgages, held by said Trustees, and the sale of the real estate conveyed by said mortgages to Mrs. Beryle Monroe, which said agreement was ratified and approved by the Circuit Court of Madison County, Alabama, by an order made on the 10th day of June, 1935, in a certain cause pending in said court, being Case No. 101 upon the equity docket, wherein said Trustees are complainants and Georgia May Harris et al. are respondents; and whereas the parties to said agreement have agreed upon an amendment of said agreement, as ratified by the court, by making paragraph six thereof read as follows:

" SIXTH: It is further agreed that all indebtedness owing by the party of the second part to the party of the first part, represented by promissory notes secured by real estate mortgages after the foreclosure of said mortgages, shall be transferred and assigned to the said Mrs. Beryle Monroe for the balance due thereon."

IT IS THEREFORE further agreed by and between said parties, subject to the ratification and approval of said Circuit Court, that said agreement of May 18, 1935, is hereby changed and amended in the particulars above set forth.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals on this the 15th day of July, 1935.

Robert E. Spragins  
Addison White  
As Trustees for Georgia May Harris.

Beryle Monroe

**Names:**

Harris, Georgia May  
Monroe, Beryle, Mrs.

Monroe, W. Paul  
Spragins, Robert E.

White, Addison

**Places:**

Madison Co., AL

**Types:**

agreement

**Dates:**

July 15, 1935

Frances Cabaniss Roberts Collection: Series 8, Box 1, Folder 36  
Legal Documents (returned in 2017)

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# Frances Cabaniss Roberts Collection

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

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

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

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



THE UNIVERSITY OF  
ALABAMA IN HUNTSVILLE

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