

Frances Cabaniss Roberts Collection: Series 8, Box 1, Folder 11

Legal Documents, miscellaneous, 1836-1837

Image 1 r08_01-11-000-0031 [Contents](#) [Index](#) [About](#)



Names:

Lanier, W. D.

Martin Pleasants &
Co.

Mastin, F.
Rawlins, Eldred

Places:

Huntsville, AL

New Orleans, LA

Types:

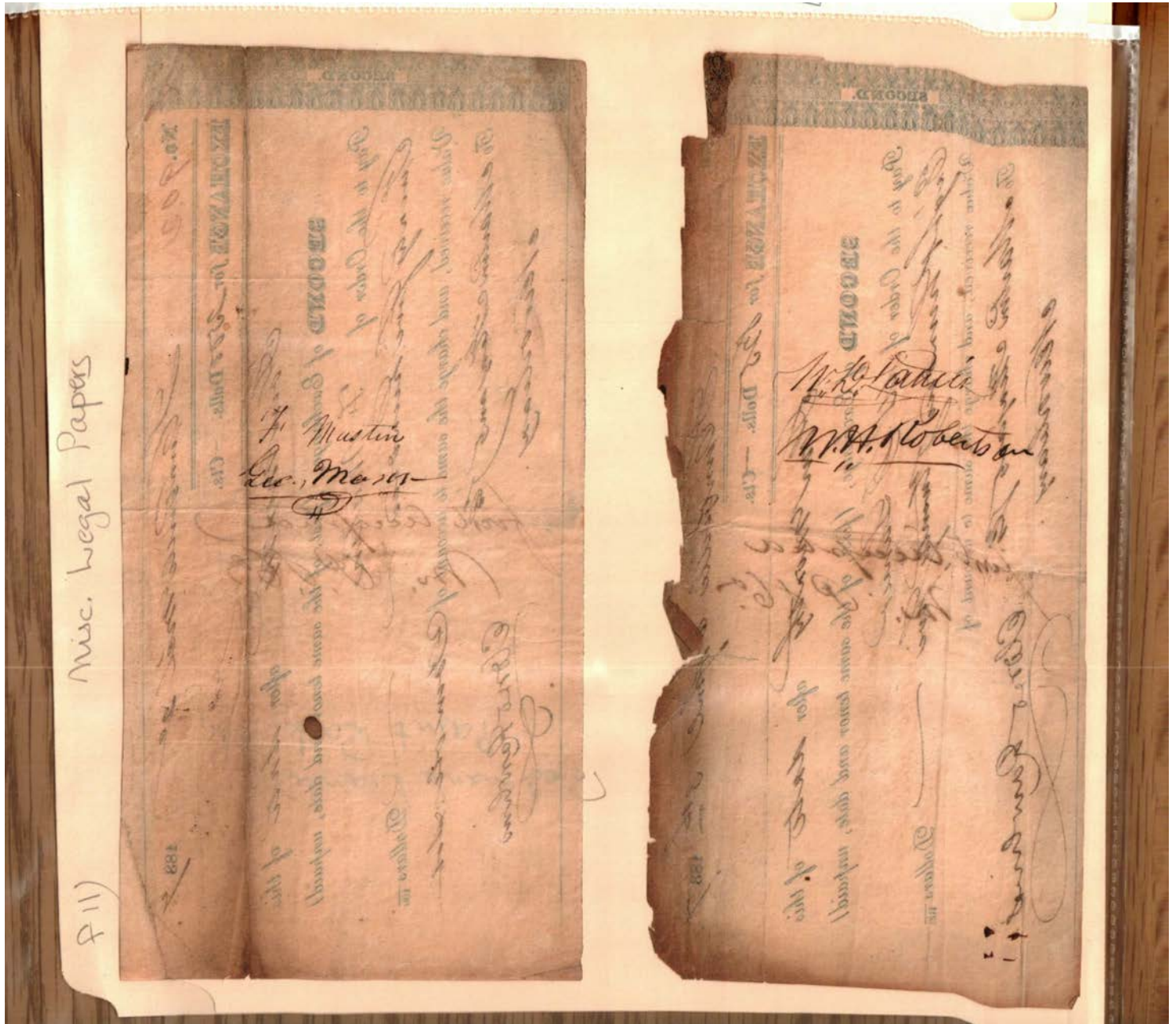
bill of exchange

Dates:

1837

April 5, 1837

March 2, 1837



Misc. Legal Papers

F 11)

Names:

Lanier, W. D.

Mason, George

Mastin, F.

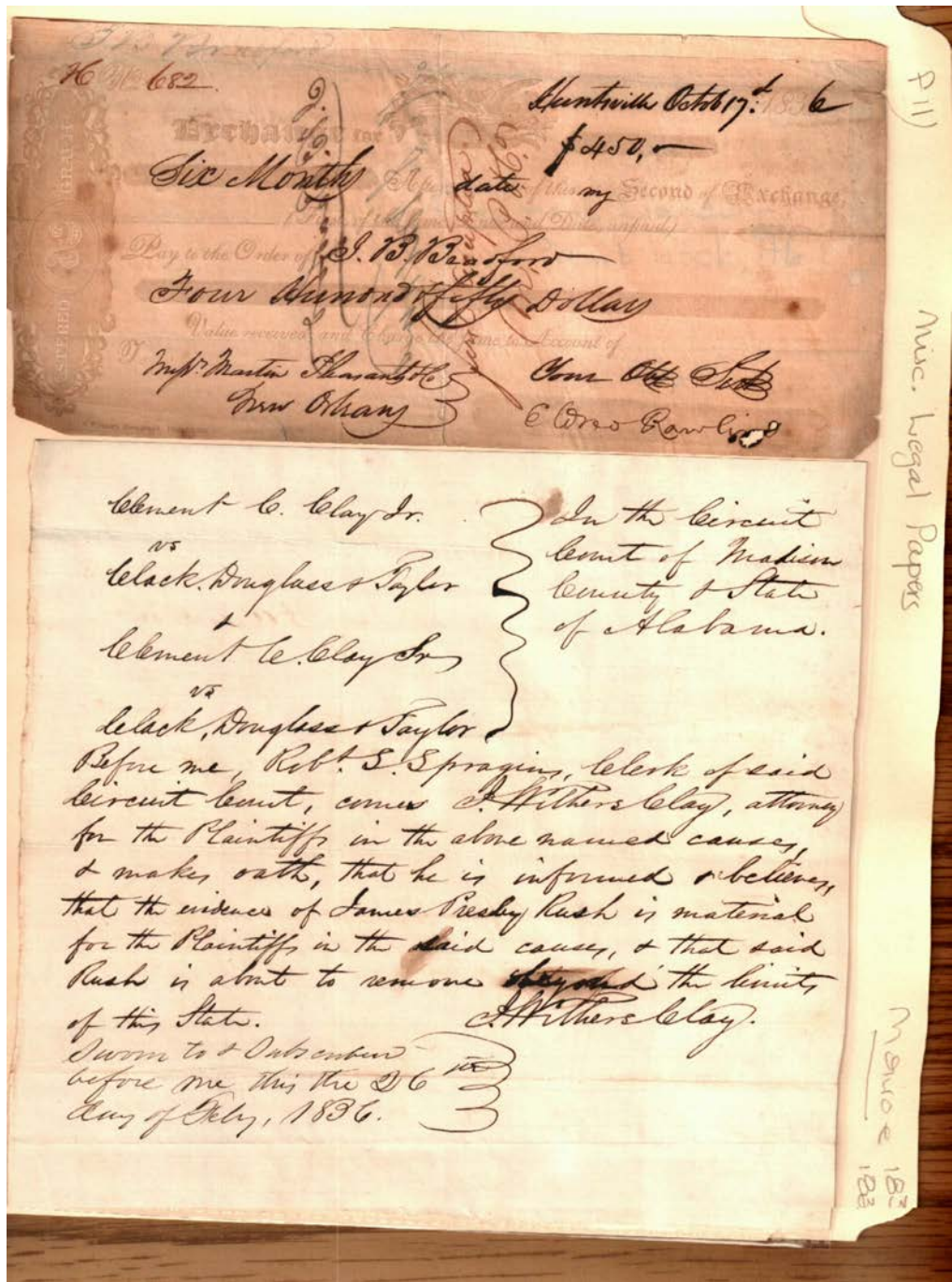
Roberetson, W. A.

Types:

endorsement

Dates:

1837



Names:

Bradford, J. B.
Clack, Douglass &
Taylor

Clay, Clement C., Jr.
Clay, Clement C., Sr.
Clay, J. Withers

Martin Pleasants &
Co.
Rush, James Presley

Places:

Huntsville, AL

Madison Co., AL

New Orleans, LA

Types:

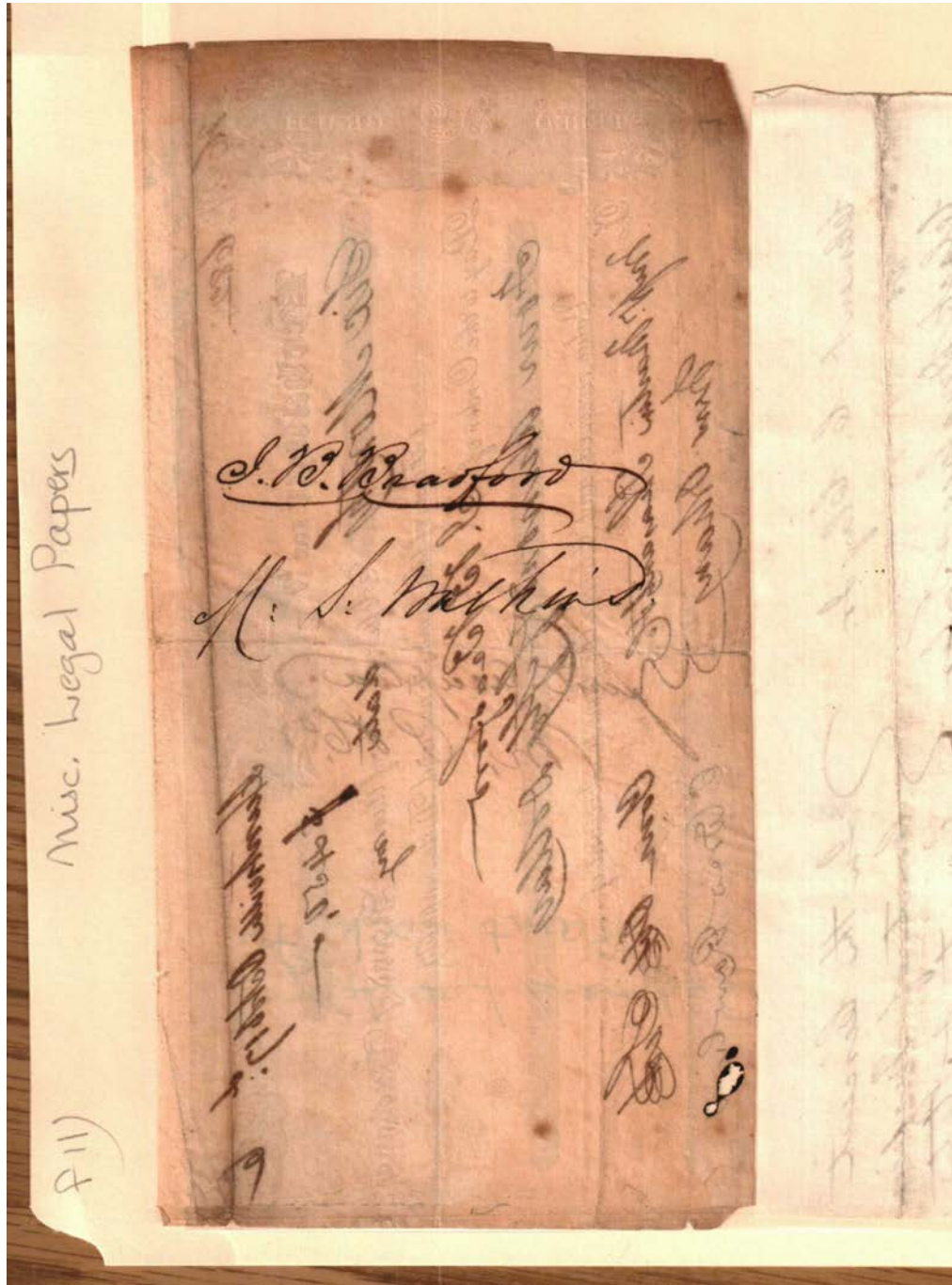
bill of exchange

circuit court

Dates:

Feb 26, 1836

Oct 17, 1836



Names:

Bradford, J. B.

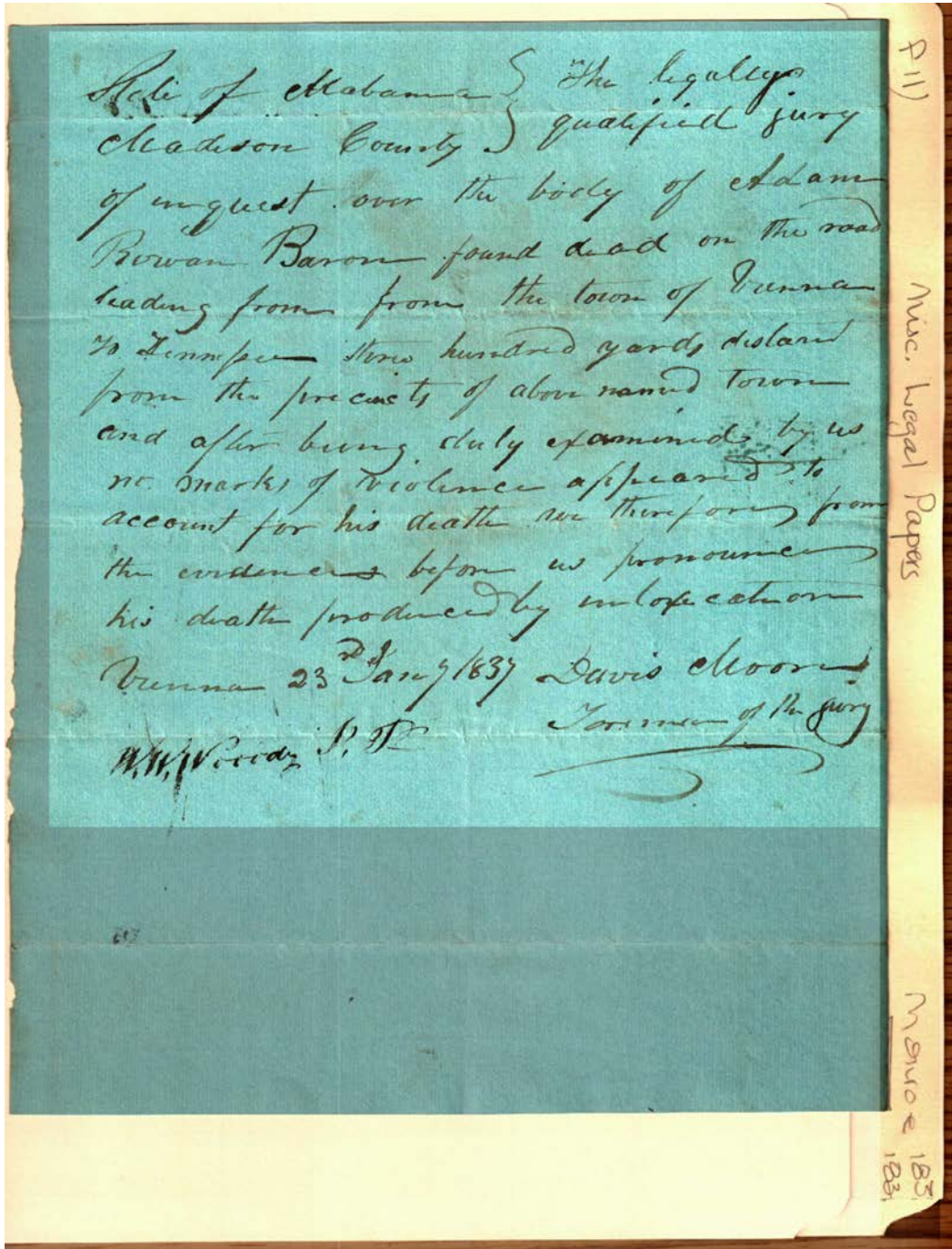
Wilkins, M. S.

Types:

endorsement

Dates:

1836



Names:

Baron, Adam Bowen

Moon, Davis

Places:

Vienna, Madison Co.,
AL

Types:

inquest

Dates:

Jan 23, 1837

And for that whereas hitherto^{on} to wit the day of December, 1837. at, to wit said County of Madison, said Defendants were Common Carriers of Cotton, goods &c. for hire, from a point on Paint Rock river, commonly called Redman's Landing, in Jackson County, in said State, to the Tennessee river, & as such carriers, in consideration that said Plaintiff would deliver to them certain other cotton, to wit the whole crop of said Plaintiff, of great value, to wit of the value of _____ dollars, at said Landing on Paint Rock river; & in further consideration of said Plaintiff's promise to pay them, said Defendants, at the rate of fifty cents per bale, for carrying safely said whole crop of cotton down said Paint Rock river to the mouth thereof & delivering the same in good order on board some steamboat on the Tennessee river running to Chattanooga, if such boat could be had in one day & night after reaching the mouth of said Paint Rock river, or in case such boat could not be had in such day & night, in further consideration of said Plff's promise to pay them said Defts. the sum of seventy five cents per bale for delivering said whole crop of cotton at Whitesburg on said Tennessee river, in said County of Madison, to said Plff. or to his agent, said Defts. agreed with said Plff. & undertook & faithfully promised said Plff. to carry said whole crop of cotton, to wit _____ bales from said Redman's Landing on Paint Rock river to the mouth of said river & then deliver said whole crop of cotton in good order on board some steamboat on the Tennessee river running to Chattanooga, if there was a tide in said Paint Rock river, & if such boat could be had in one day & night after reaching the mouth of said Paint Rock river; & if such boat could not be had, then to deliver said whole crop of cotton in like good order at Whitesburg, in said County of Madison, to said Plff. or his agent, ^{and said Plff. avers that his whole crop of cotton amounted to 163 bales of cotton} or his agent: ^{but said Defts. 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 his whole crop of cotton, to wit 163 bales, at said Redman's Landing, of which said Defts. on to wit the day of _____, 1837, had

P 11)

Misc. Legal Papers

Madison 1837

Names:

Redman's Landing
cotton carriers

Places:

Madison Co., AL

Types:

breach of contract

Dates:

December 1837

notice, & said Plff. did promise to pay said Deft. fifty cents per bale for delivering said whole crop of cotton in good order at the mouth of said Paint Rock river, on said Tennessee river, upon some steamboat running to Chattanooga, if such boat could be had in a day, ~~and~~ ^{and} night after reaching the mouth of said Paint Rock river, or if such boat could not be had in the time last aforesaid, then seventy-five cents per bale for delivering the same, in like good order, at Whiteburg, in the said County of Madison, to said Plff. or his agents, & altho' there was a tide in said Paint Rock river, yet said Deft. did not carry off from said Redman's Landing, or deliver to any steamboat upon said Tennessee river, or to said Plff. or to his agent at Whiteburg, aforesaid, on said river, a large number of bales of said whole crop of cotton, to wit 132 bales of said whole crop of cotton, & of bales of said whole crop of cotton carried off from said Landing by said Deft., said Deft. threw off upon the banks of said Paint Rock river 27 bales of said last mentioned cotton of great value to wit of the value of \$1000 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 60 days, whereby said last mentioned cotton was greatly damaged & impaired in value, to the amount of, to wit \$500 dollars, & by failure to deliver said 27 bales thrown off by them upon the bank of said Paint Rock river, & said 132 bales left by them at said Landing & not carried off by them according to said contract, said Plff. was forced to incur & did incur other & further great damage, to wit \$1000 dollars, whereby & by reason of said Deft. breach of said contract & agreement with said Plff., said Plff. has been greatly damaged, to wit to the amount of \$1500 dollars.

P 11)

Misc. Legal Papers

Madison Co. 1837

Names:

Redman's Landing
cotton carriers

Places:

Madison Co., AL

Types:

breach of contract

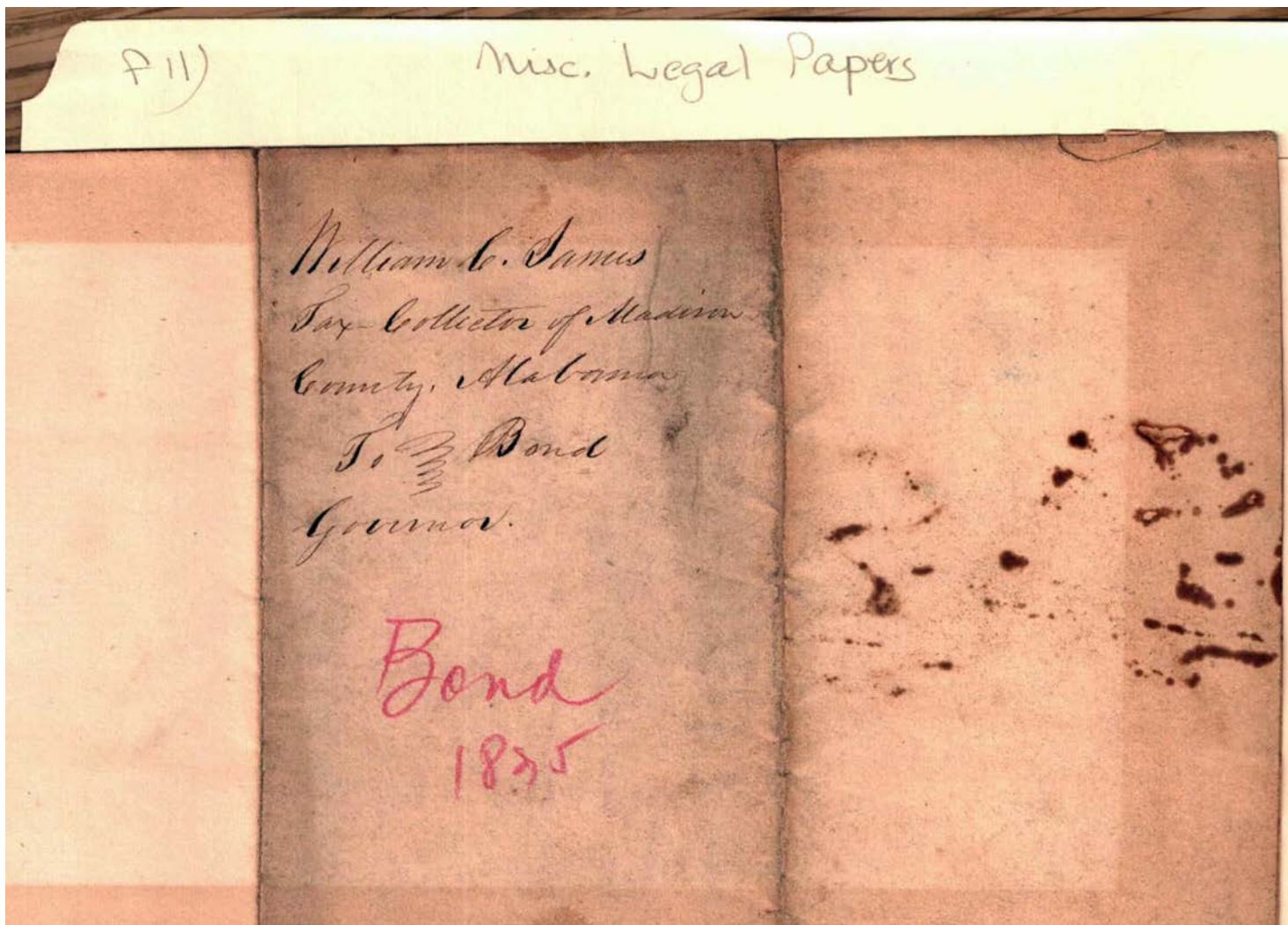
Dates:

December 1837

Frances Cabaniss Roberts Collection: Series 8, Box 1, Folder 11

Legal Documents, miscellaneous, 1836-1837

Image 8 r08_01-11-000-0038 [Contents](#) [Index](#) [About](#)



Names:

James, William C.,
tax collector

Places:

Madison Co., AL

Types:

bond

Dates:

1835

Know all men by these presents, That we William C. James, W. Graves Bouldin, John Phillips, John W. Adory & Wm H. Jones all of Madison County, State of Alabama, are held & firmly bound unto Governor C. Clay Governor of the State aforesaid, and his Successors in Office in the penalty of Twenty Thousand Dollars for the payment well and truly to be made, and bind ourselves, our and each of our Heirs, Executors and Administrators jointly, severally, jointly by these presents. Witness our hands and seals this seventh day of March - eight hundred and thirty six - The Condition of the above obligation, is whomeas the above bound William C. James, was duly elected - on the fourth day of August last assessor & Tax Collector for the said County of Madison for and during the year eight hundred & thirty six. Now the Condition of the above obligation is such that - if the said Wm C. James, shall well & truly collect and account for the County Levy and other dues to the proper authority of the County and pay over all such moneys in the time prescribed by Law, then this obligation shall be void, else remain in full force & virtue the day & date above written

Wm C. James Seal
 W. Graves Bouldin Seal
 John Phillips Seal
 John W. Adory Seal
 Wm H. Jones Seal

The above bonds approved & ordered to be recorded March 7th 1836 Jno. C. Thompson

P 11
 Misc. Legal Papers
 No since 1837
 1836

Names:

Bouldin, W. Graves
James, William C.

Jones, William H.
McAdory, John

Phillips, John

Places:

Madison Co., AL

Types:

bond

Dates:

1835

Frances Cabaniss Roberts Collection: Series 8, Box 1, Folder 11
Legal Documents, miscellaneous, 1836-1837

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

Table of Contents

[Image 1](#) (r08_01-11-000-0031)

[Image 2](#) (r08_01-11-000-0032)

[Image 3](#) (r08_01-11-000-0033)

[Image 4](#) (r08_01-11-000-0034)

[Image 5](#) (r08_01-11-000-0035)

[Image 6](#) (r08_01-11-000-0036)

[Image 7](#) (r08_01-11-000-0037)

[Image 8](#) (r08_01-11-000-0038)

[Image 9](#) (r08_01-11-000-0039)

[Table of Contents](#)
[Name & Place Index](#)
[About the Collection](#)

Frances Cabaniss Roberts Collection: Series 8, Box 1, Folder 11
Legal Documents, miscellaneous, 1836-1837

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

Name & Place Index

Baron, Adam Bowen [5](#)
Bouldin, W. Graves [9](#)
Bradford, J. B. [3](#), [4](#)
Clack, Douglass & Taylor [3](#)
Clay, Clement C., Jr. [3](#)
Clay, Clement C., Sr. [3](#)
Clay, J. Withers [3](#)
Huntsville, AL [1](#), [3](#)
James, William C., tax collector [8](#)
James, William C. [9](#)
Jones, William H. [9](#)
Lanier, W. D. [1](#), [2](#)
Madison Co., AL [3](#), [6](#), [7](#), [8](#), [9](#)
Martin Pleasants & Co. [1](#), [3](#)
Mason, George [2](#)
Mastin, F. [1](#), [2](#)
McAdory, John [9](#)
Moon, Davis [5](#)
New Orleans, LA [1](#), [3](#)
Phillips, John [9](#)
Rawlins, Eldred [1](#)
Redman's Landing cotton carriers [6](#), [7](#)
Roberetson, W. A. [2](#)
Rush, James Presley [3](#)
Vienna, Madison Co., AL [5](#)
Wilkins, M. S. [4](#)

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.



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