

John Burgess v. Nathaniel Peck and W. B. Goodman; Case No. 339

Cases in our Historical Documents Room can be looked at with interest because of the stories they tell, but sometimes they make subtle statements about the times in which the cases were filed. Such is the case in the file of *Burgess v. Peck and Goodman*.

The case involved a partnership gone sour. Mr. Burgess apparently sued his former business partners over their refusal to give him his share of the proceeds of a mercantile establishment they had created. The City of Houston in 1838 was very much a work in progress. The far south end of the city was about where Rusk Street and Main intersect today. As befitted the capital of a nation, which the City of Houston was, there were homes, hotels, and stores being built. The purpose of the partnership was to sell land and building supplies to those who moved here.

A lawsuit was filed and Judge Benjamin Cromwell Franklin (who was named after his great uncle of Revolutionary War fame) ruled for the Plaintiff. The file is interesting in that it sets out the assets of the business, including 540 acres of what is now the Heights valued at \$1704.00, furniture valued at \$15.00, and a half a block of tobacco said to be worth \$5.00.

Then, as now, the laws of the Court required certain pleadings to be sworn to in the presence of an officer of the Court. The Congress of the Republic had not yet authorized the system of notary publics we enjoy today. This required each person filing a sworn pleading to go to the District Clerk's Office and take an oath in writing before the Clerk – the one and only person authorized to administer sworn pleadings in a county. The problem is that the County fathers had not purchased a notary seal for the Clerk. The Harris County District Clerk, Francis Lubbock, overcame that problem by drawing a “seal” on the pleading. Lubbock was a clever

person. He would serve as Harris County District Clerk until he ran for, and was elected to, the office of Lieutenant Governor of Texas. During the Civil War, he would serve as the ninth Governor of Texas.

returnable to the next regular
Term of this Court. Now if the said
John Bridges shall well and truly prosecute his
Sequestration to effect, or in case he fail therein
said pay all costs and damages which
may accrue by the wrongful issuing out the
Writ aforesaid then and in that case the
this Bond to be void, else to remain in full
force and virtue -
In presence of John Bridges Seal
W. R. Wilson Seal
J. Harris Seal
C. A. Winfield Seal

