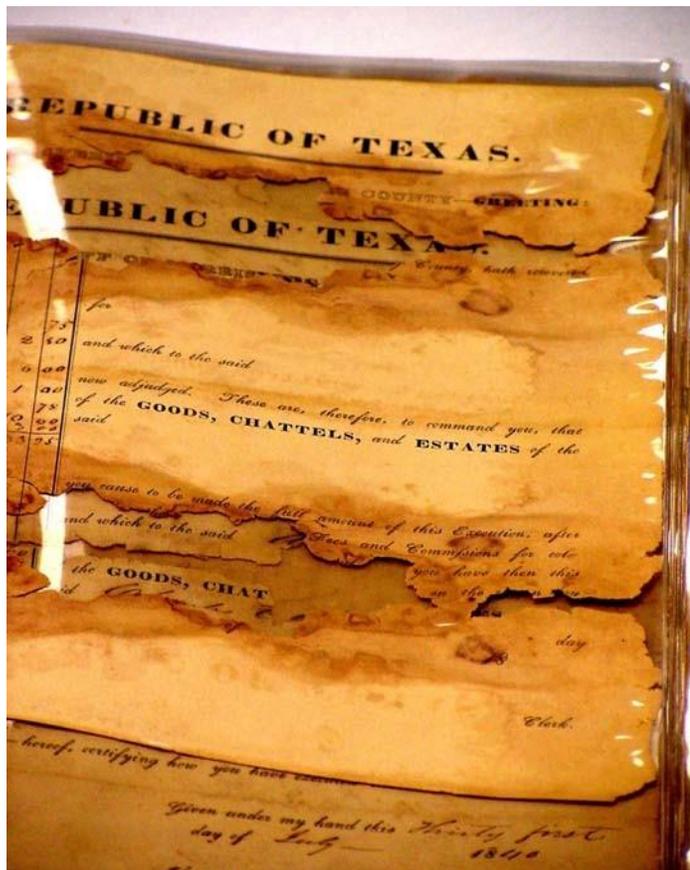


---

# Marilyn Burgess Harris County District Clerk



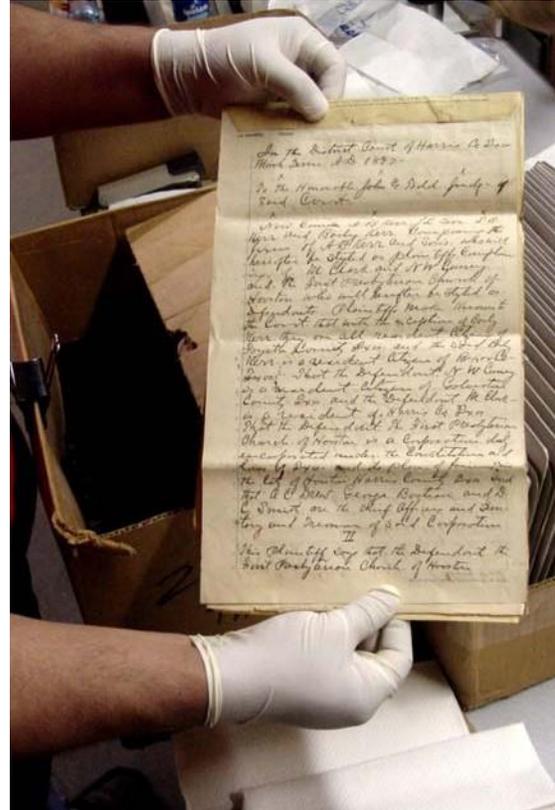
---

## Historic Records Preservation Project



# These records aren't just paper. They are part of Houston's history.

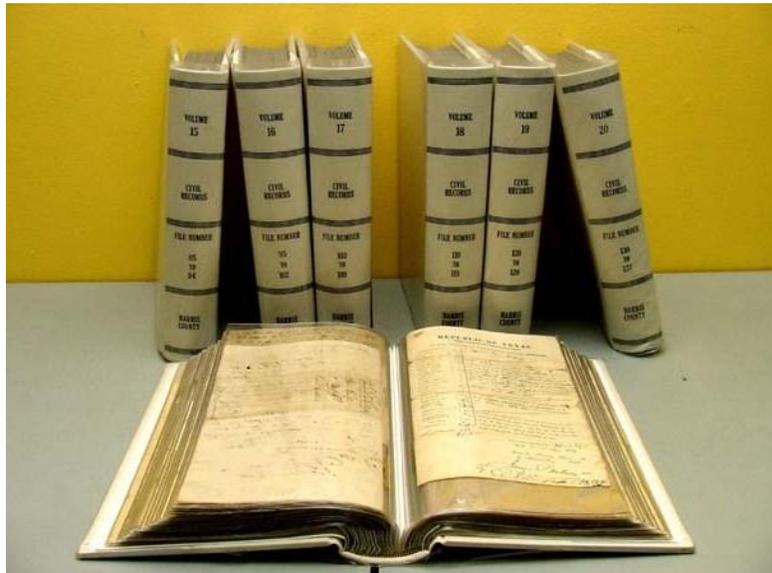
Harris County has on file documents dating back to 1836, the days of the Republic of Texas. These documents must be professionally restored and preserved in order to keep them. The process being used will preserve them for up to 300 years and prevent further deterioration of our historical records.



This is a document filed with the courts more than 100 years ago.

## What is being done?

Some of the most badly deteriorated records already have been restored and preserved by the Harris County District Clerk's Office. Those efforts have been honored with a 2004 Good Brick Award from the Greater Houston Preservation Alliance.



The preservation process encapsulates the documents in books like these for protection from air and moisture. Preserving a book like this may cost as much as \$2,500.

## What is records preservation?

The records preservation process requires experts trained in handling historical documents, as the documents must be handled with extreme care. They are unfolded, deacidified, then encapsulated in special plastic to protect them from further damage caused by exposure to air and moisture.

## How many files need to be preserved?

The exact number is unknown at this time. There are thousands of case files, criminal indexes, civil minute books, civil indexes, civil fee docket books and accounting books that need to be restored.

## RECORDS PRESERVATION IS A COSTLY BUT WORTHWHILE UNDERTAKING

The District Clerk's Office has spent considerable resources preserving records, but restoring very old documents after many decades of neglect is very costly. It will cost more than \$800,000 to restore and preserve the records most in need of attention.

Preserving a case file, might cost as little as \$10. Large books can cost as much as \$2,500 each.

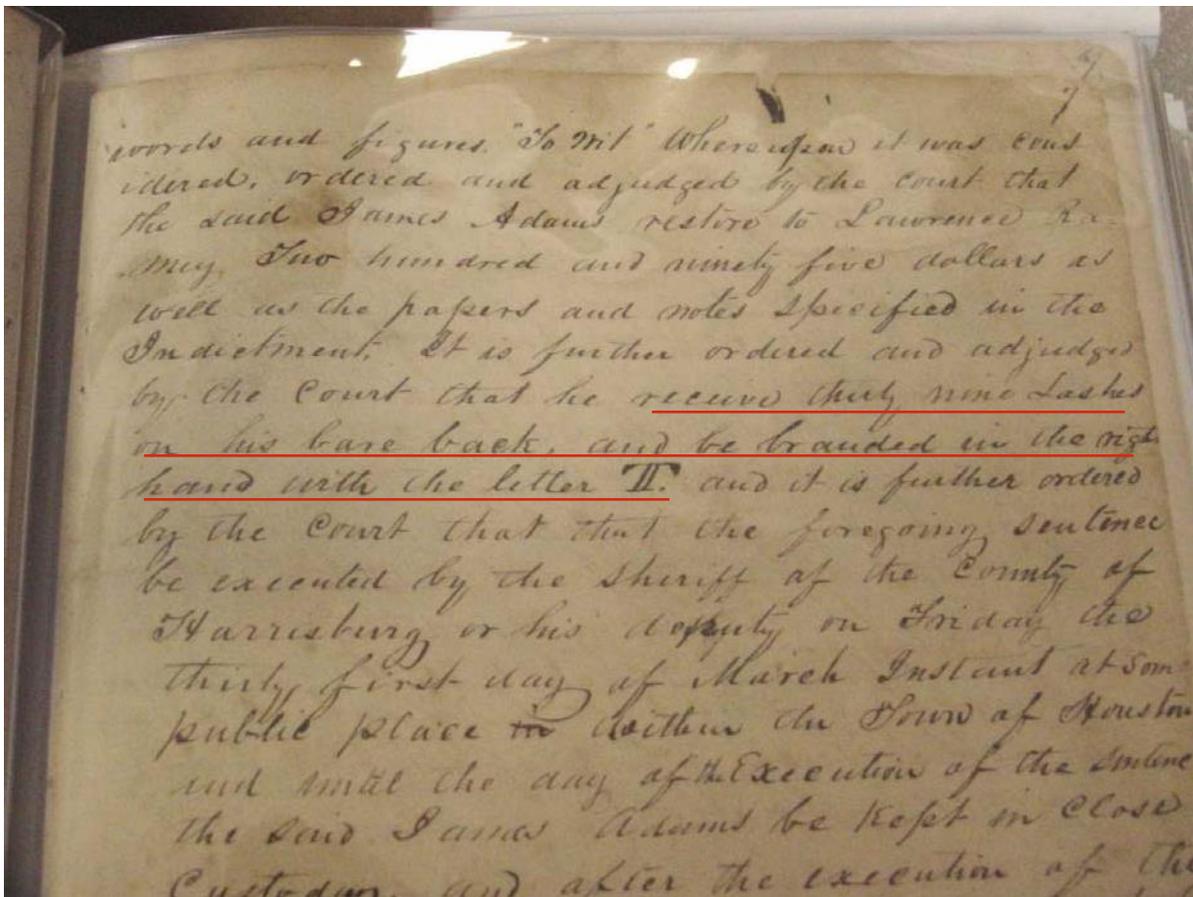


All of these books are waiting to be restored.

## March Term 1837

(The first term of the first court operating in the Republic of Texas)

**The Republic of Texas vs. James Adams.** Adams was convicted of larceny. He was sentenced to pay restitution of \$295, be branded with a "T" for thief on his right hand and, on March 31, 1837, to be publicly whipped with 39 lashes on his bare back.



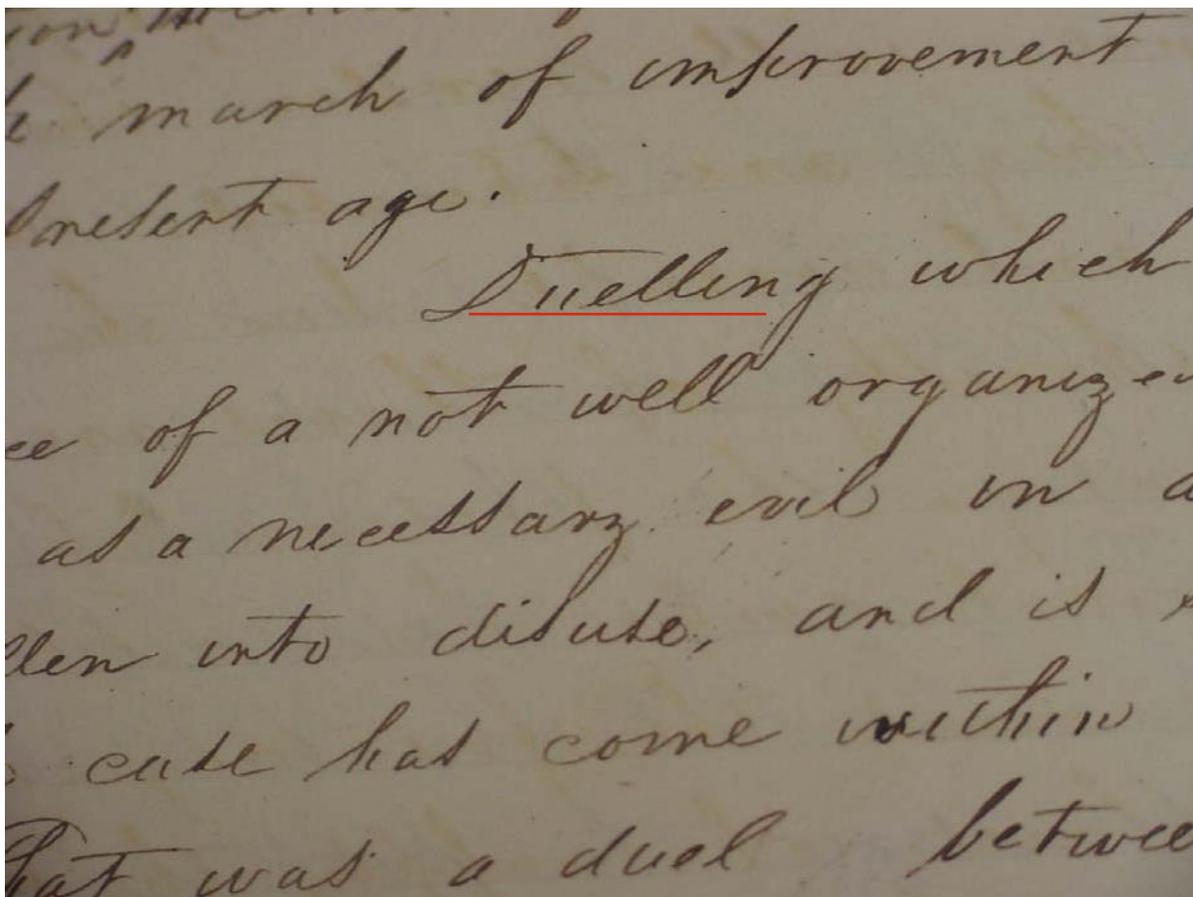
words and figures. "So Wit" Whereupon it was court  
ordered, ordered and adjudged by the court that  
the said James Adams restore to Lawrence R.  
May, Two hundred and ninety five dollars as  
well as the papers and notes specified in the  
Indictment. It is further ordered and adjudged  
by the Court that he receive thirty nine lashes  
on his bare back, and be branded in the right  
hand with the letter T. and it is further ordered  
by the Court that that the foregoing sentence  
be executed by the Sheriff of the County of  
Harrisburg or his deputy on Friday the  
thirty first day of March Instant at some  
public place in within the Town of Houston  
and until the day of the execution of the sentence  
the said James Adams be kept in close  
Custody, and after the execution of the

## Spring Term 1839

The Grand Jury reported the terrible conditions in which prisoners were kept and the crime situation. It suggests cleaner conditions in jail cells.

The grand jury also notes that “dueling, which was formerly frequent, and is an evidence of a not well organized state of society, and by some regarded as a necessary evil in any community not perfect, has so fallen into disuse ... that but a single case had come within the knowledge of the Grand Jurors. That case, the Grand Jury said, involved “two Europeans imperfectly acquainted with our language, ignorant of the spirit of our institutions and of the tone and requirements of society here.”

The document also mentions gambling and its “fatal influence.”



of all the  
jurors, they are clearly  
aggravation of crime are much diminished and the moral  
tone of society greatly improved since the early settle-  
ment of the country that the property and persons of the  
citizens are as secure in this as any other well regulated com-  
munity. It sums up all in a few words, that "Sweden has  
taken her position <sup>by</sup> the side of the most civilized nations and  
is keeping up the march of improvement and amelioration which  
distinguished the present age.

Duelling which was formerly frequent  
and is an evidence of a not well organized State of society; and  
by some regarded as a necessary evil in any community, and  
perfectly had so fallen into disuse, and is so generally reprobated  
that but a single case had come within the knowledge of the  
Grand Jurors. That was a duel between two Europeans, in-  
-perfectly acquainted with our language, ignorant of the spirit of  
our institutions, and of the tone and requirements of society here.

The Grand Jurors have inquired into the infrac-  
-tions of those wise and salutary enactments which the Congress  
had passed to prevent gambling and they have made several  
presentments therefore. It is unnecessary in this community to  
portray the effects of gambling; its destructive and fatal influ-  
-ence upon all that is upright in principle, and upon all the best  
feeling of the human heart.

1839

**Sam Houston vs. Maribeu B. Lamar** – Houston, former president of the Republic of Texas, alleged Lamar had damaged some of Houston’s furniture and other personal possessions he had left in the “presidential mansion” in December 1838 when Lamar succeeded him.

The two were bitter enemies. Lamar had been angered further when guests of Houston at a party that cold December, fed the fireplace with flooring of the mansion. Houston paid for repairs and tried to strike a deal with Lamar for his personal effects. (The list includes mosquito netting!)

The case dragged on for years. At one point, Lamar sought a delay because a key witness was on duty with the Texas Army in San Antonio, where the threat of a Mexican invasion seemed constant. In 1843, a jury in the City of Houston found for Sam Houston. (The jurors may have been influenced a bit by Lamar’s moving the capital out of Houston to Waterloo, known today as Austin.) On Dec. 30, 1845, the day after Texas entered the union, the Supreme Court of the Republic of Texas affirmed the jury verdict. That opinion also is preserved in the files.

It to be found in your county, to be and appear at a  
in and for the County aforesaid, at the Court House there  
on the *fifth* Monday *of this*  
there to give testimony in a certain case now pending  
*Sam Houston*  
and *M. B. Lamar*  
on the part of the *Plff.*  
Herein fail not, under the penalty of the law, and  
writ. Issued *6th April* 1839  
Given under my hand and  
this *Sixth*

Republic of Texas,  
Harrisburg County. }

} District Court,  
Spring Term 1839 }

To the Sheriff of *Said*

County, **Greeting:**

You are hereby commanded to summon

*J. T. Hoyle*

if to be found in your county, to be and appear at a District Court, to be holden in and for the County aforesaid, at the Court House thereof, in the city of Houston, on the *fifth* Monday ~~in~~ *of this month* then and there to give testimony in a certain case now pending in said Court, wherein

*Sam Houston* is Plaintiff

and *M. B. Lamar* is Defendant

on the part of the *Plff.*

Herein fail not, under the penalty of the law, and have you then there this

writ. Issued *6th April* 1839

Given under my hand and seal of office, at Houston,

this *sixth* day of *April*

1839 *James S. Holman* Clerk.

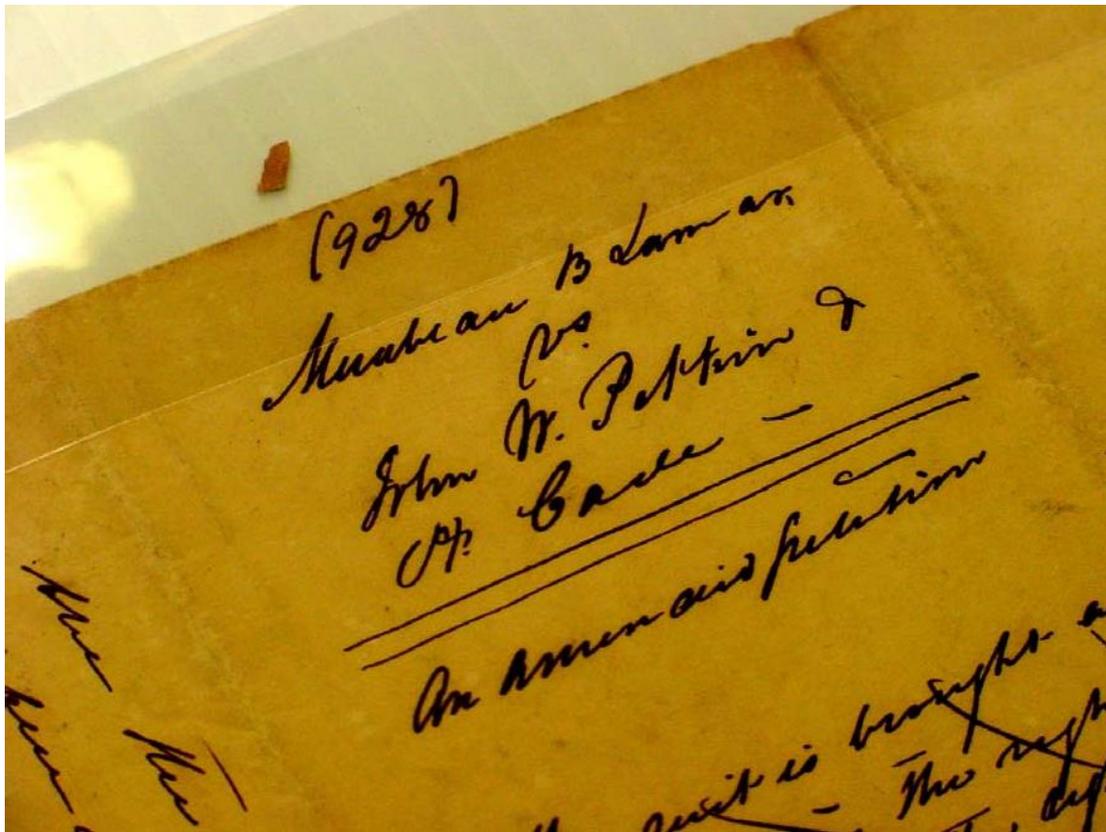
*2*

*Wm. H. H. H. H. H.*

1839

**Maribeau B. Lamar vs. John W. Pilkin and Harriet Cade** – Lamar, the sitting president of the Republic, sold Pilkin some property for \$5000 on Sept. 17, 1839. Pilkin made a down payment of \$1000, and was to pay the remaining \$4000 in equal installments over the course of a year.

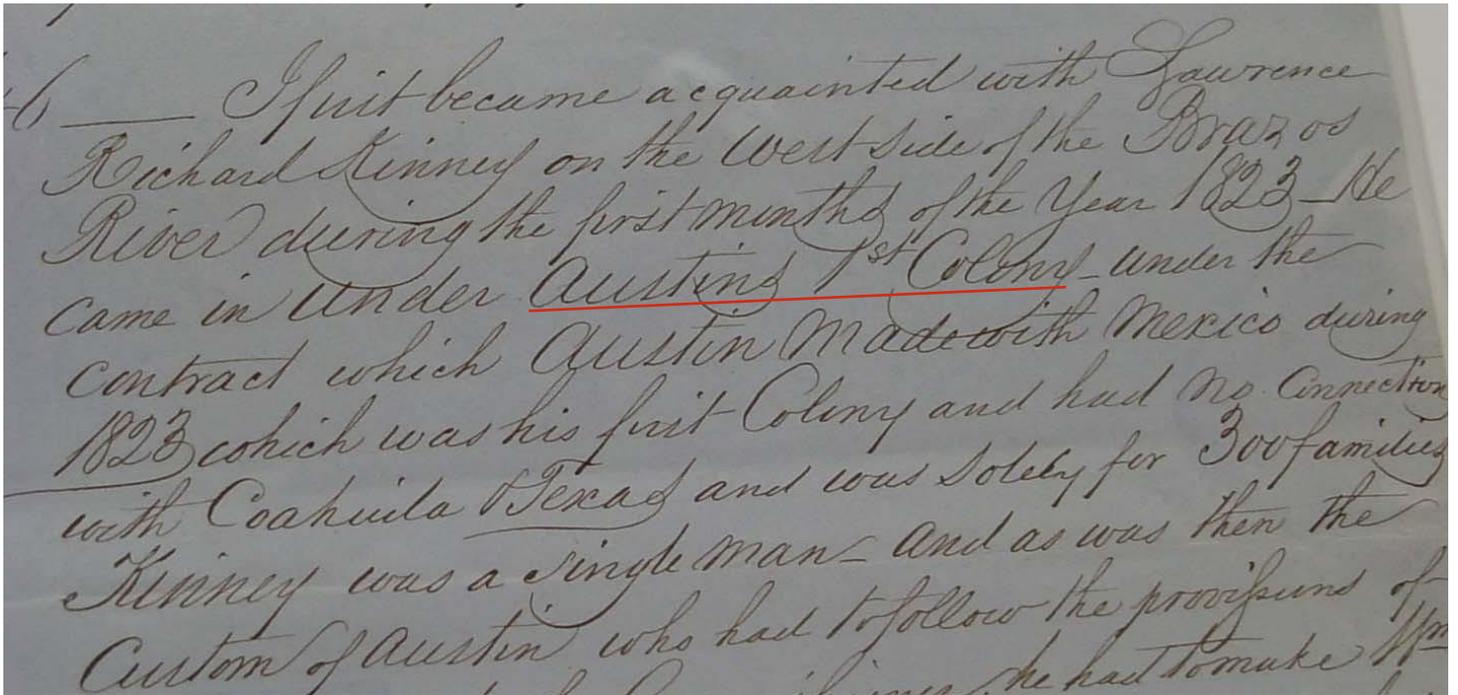
When Pilkin was unable to make the next installment of payments on July 11, 1840, he sold the property to Harriet Cade on that same day. Cade kept the rents and profits from Lamar, who wanted his share. Cade and Pilkin then countersued Lamar, and Cade received a writ of possession in spring of 1845.



1841

**Warren D.C. Hall vs. James Love** – Mentions Stephen F. Austin and his first 300 colonist families that moved into the Mexican territory, which is now Texas. In a dispute over land, Hall argues that the land is his because he was a member of one of the original 300 families, and he has right to it because of a contract Stephen F. Austin made in 1823. The land was granted to Austin by the Baron de Bastrop.

In the file are a Spanish-language contract making this grant and a translation. The Spanish-language document may be an original and may bear Austin's actual signature.

A photograph of a handwritten document in cursive script. The text is written on aged, slightly yellowed paper. A red horizontal line is drawn under the words "Austin's 1st Colony". The handwriting is fluid and characteristic of the early 19th century. The visible text reads: "I quit became acquainted with Lawrence Richard Kinney on the West side of the Brazos River during the first months of the Year 1823. He came in under Austin's 1st Colony under the contract which Austin made with Mexico during 1823 which was his first Colony and had no connection with Coahuila & Texas and was solely for 300 families. Kinney was a single man - and as was then the custom of Austin who had to follow the provisions of... he had to make..."

I quit became acquainted with Lawrence Richard Kinney on the West side of the Brazos River during the first months of the Year 1823. He came in under Austin's 1st Colony under the contract which Austin made with Mexico during 1823 which was his first Colony and had no connection with Coahuila & Texas and was solely for 300 families. Kinney was a single man - and as was then the custom of Austin who had to follow the provisions of... he had to make...

actualmente cultivada y poblada  
tierra q<sup>ta</sup> le concedio el Gobierno  
en consecuencia ha cumplido con a qual  
p<sup>ta</sup> q<sup>ta</sup> conste lo firmo Yo el dho  
en diez e diez fe<sup>ta</sup> En La Villa  
de Austin á los 28 de Mayo de 1825  
la q<sup>ta</sup> firmo de sus propios puños y  
en el Doy y p<sup>ta</sup> q<sup>ta</sup> este titulo de venta

Estevan F. Austin

James

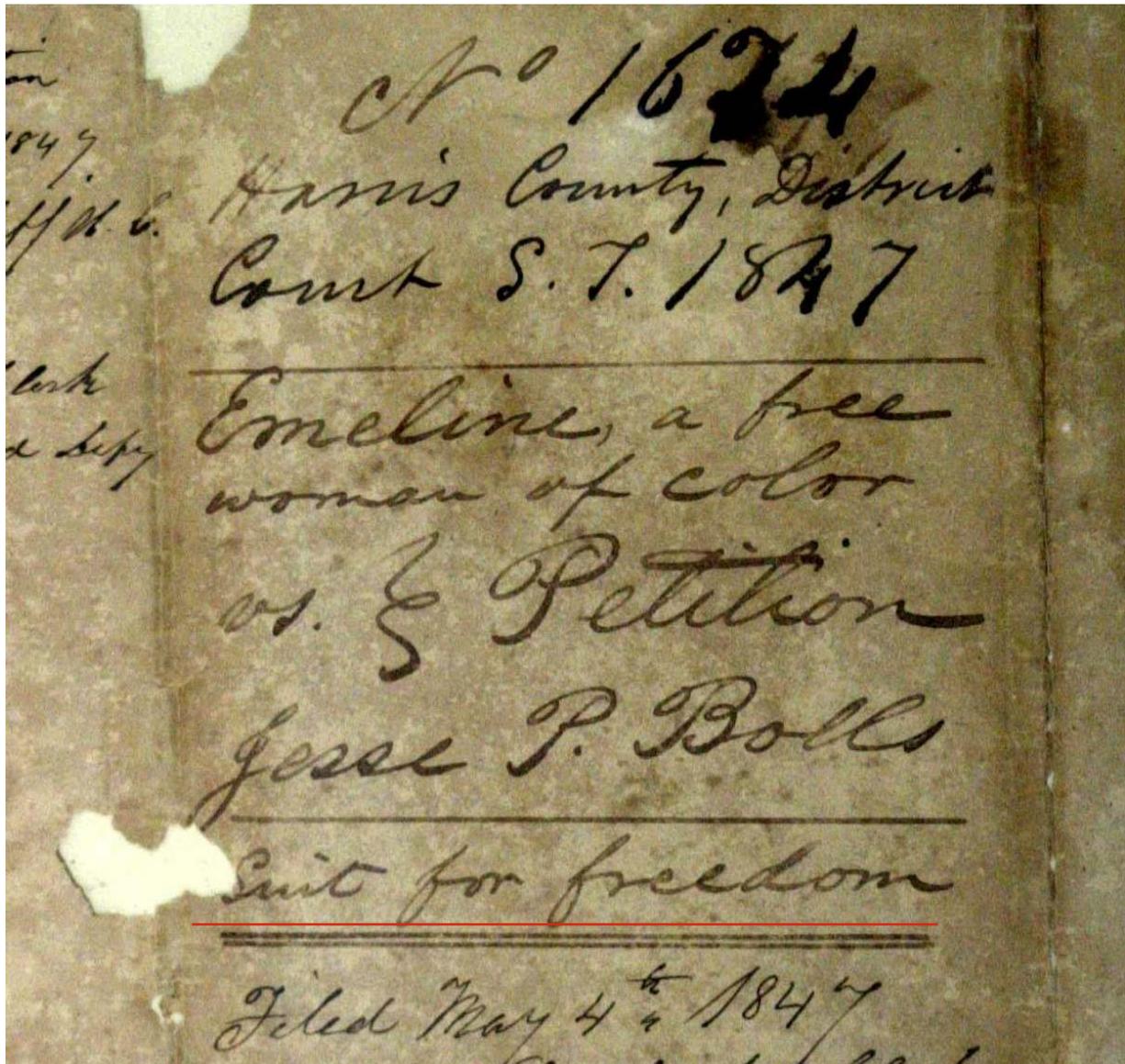
J. P. James a Raily Clerk

1847

**“Emeline, a free woman of color, vs. Jesse P. Bolls, a suit for freedom.”**

Bolls had taken Thompson back into slavery. Calling herself “a free woman of color” in the language of the day, in 1847 she filed a “suit for freedom.”

Through the dedicated representation of early civic leader Peter W. Gray, Thompson won her freedom a second time. Gray had to get an order preventing Bolls from selling Thompson’s children and had to get interrogatories answered by persons in other states to support Thompson’s claim that she had been freed. The trial was conducted before a judge who owned slaves.

A photograph of a handwritten legal document on aged, yellowed paper. The text is written in cursive ink. At the top, it reads "No 1674" in large letters. Below that, it says "Harris County, District Court S. T. 1847". A horizontal line separates this header from the main text, which reads "Emeline, a free woman of color vs. & Petition Jesse P. Bolls". Another horizontal line follows, and below it, the words "Suit for freedom" are written. At the bottom, the date "Filed May 4<sup>th</sup> 1847" is written. On the left margin, there are some faint, partially legible handwritten notes including "1847", "H. W. G.", and "Clerk". There are some white spots and a small tear on the paper.

The State of Texas }  
County of Harris }

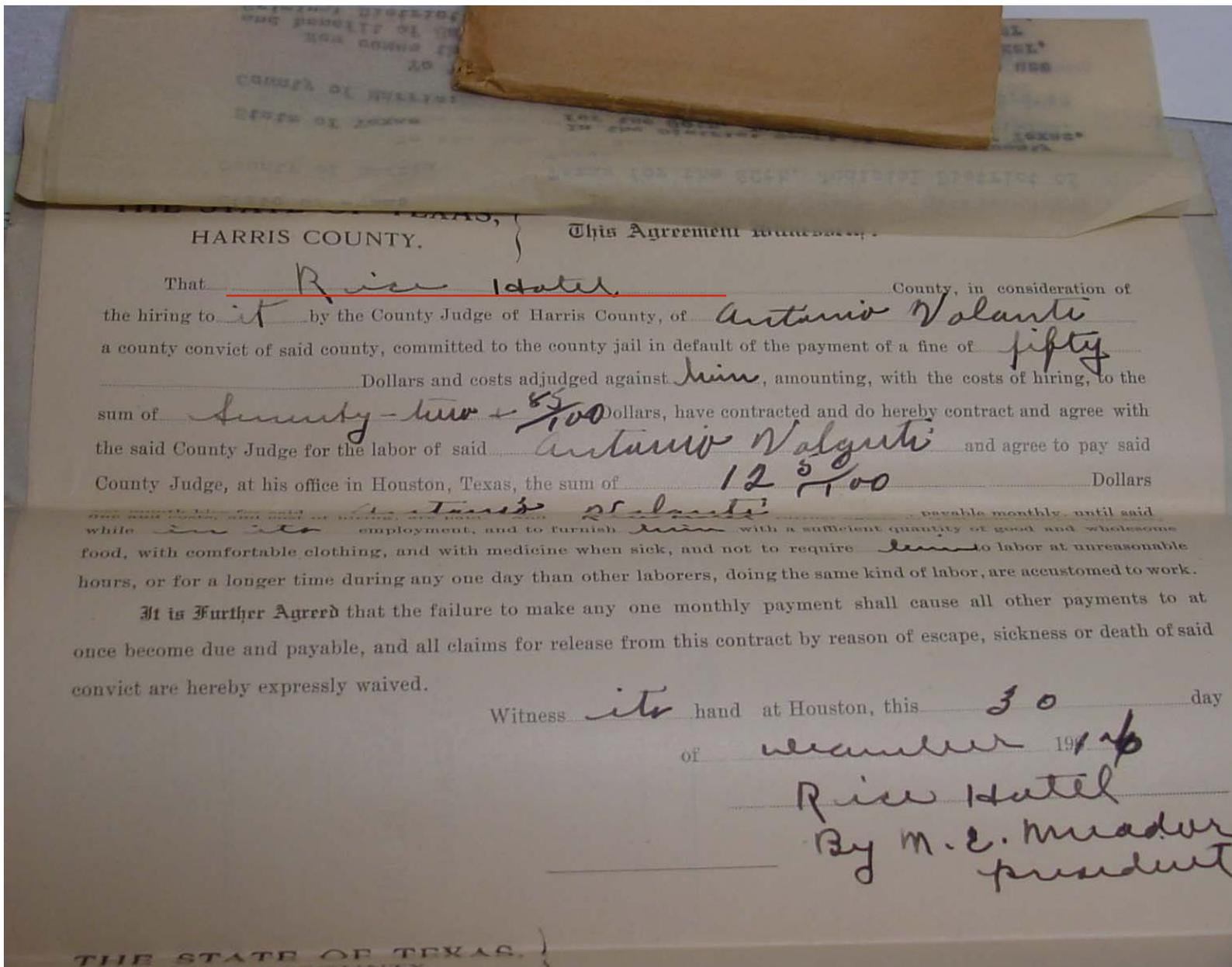
To any Judge of a Court  
of Record, or any Clerk of such  
Court, or any Notary Public, in  
and for the County of Davidson  
in the State of Tennessee.

There being now pending in the  
District Court of the County of Harris a certain  
suit wherein Emeline a free woman of  
color is plaintiff against Jesse P. Bolles  
defendant, case n<sup>o</sup>. 1674 - and interrogatories  
having been filed therein to take the testi-  
-mony of Henry Ray, John W. Williams  
& M<sup>rs</sup> Catharine Cook, of said County -  
on behalf of said plaintiff, by Commission,  
Now these are to empower you or either  
of you to cause the said witnesses to come  
before you at such time and place as you  
may appoint, and them diligently to examine  
upon the interrogatories hereto annexed; the  
answers thereto you will cause to be plainly  
and distinctly written, and signed and  
sworn to by said witnesses; and you will  
also certify thereto and subscribe the same,  
under the seal of your Court or office; -  
you will further envelope this Commission,  
the interrogatories and answers, and seal  
the same writing your name across  
the seals, and you will endorse on the  
Envelope the parties to the suit, and the  
names of the witnesses examined; - after  
which you will direct the package  
to the Clerk of the Court issuing this

1917

**State of Texas vs. Rice Hotel** – On Dec. 30, 1916, Rice Hotel made a contract to pay Harris County a sum of \$31.45 in exchange for a convict's labor. The convict, Antonio Volanti, was in the custody of the Harris County Sheriff for failure to pay a fine of \$5, and he also owed the \$31.45 in court costs.

As part of the contract, Rice Hotel was liable to pay the full amount if the convict escaped. When Volanti did not complete his work, Rice Hotel failed to pay the county. The case was dismissed on Sept. 6, 1921 for lack of prosecution.



HARRIS COUNTY.

This Agreement

That Rice Hotel County, in consideration of

the hiring to it by the County Judge of Harris County, of Antonio Volanti  
a county convict of said county, committed to the county jail in default of the payment of a fine of fifty  
Dollars and costs adjudged against him, amounting, with the costs of hiring, to the  
sum of seventy-two + 85/100 Dollars, have contracted and do hereby contract and agree with  
the said County Judge for the labor of said Antonio Volanti and agree to pay said  
County Judge, at his office in Houston, Texas, the sum of 12 5/100 Dollars

while in its employment, and to furnish him with a sufficient quantity of good and wholesome  
food, with comfortable clothing, and with medicine when sick, and not to require him to labor at unreasonable  
hours, or for a longer time during any one day than other laborers, doing the same kind of labor, are accustomed to work.

It is Further Agreed that the failure to make any one monthly payment shall cause all other payments to at  
once become due and payable, and all claims for release from this contract by reason of escape, sickness or death of said  
convict are hereby expressly waived.

Witness its hand at Houston, this 30 day  
of December 1916  
Rice Hotel  
By M. E. Meader  
president

THE STATE OF TEXAS,  
HARRIS COUNTY.

Now All Men by These Presents:

*Rice Hotel* as principal  
*W. O. Higgins* as sureties, are held and firmly bound unto  
the sum of *Twenty - two 22* Dollars, to be paid by  
successors in office, at his or their office in Houston, Texas, for the payment of which  
ourselves, our heirs, executors and administrators, jointly and severally, firmly  
bind ourselves, and our obligation are such that whereas the above bound *Rice*  
*S* contracted for the labor of *Antonio Valente* a contract  
of hiring of this date, which is hereto attached and hereby made a part  
*Rice Hotel* shall make prompt and faithful payment  
shall become due and payable under said contract, in accordance with the terms  
and perform all and singular *its* covenants and conditions  
in this obligation shall be void, otherwise it shall remain in full force and effect

1918

**State of Texas vs. John S. Stewart, J.J. Settegast, Jr., T.J. Ewing, Jr.** The defendants, executors of the will of George H. Hermann, were to begin building a hospital to provide charity care in Houston.

The suit alleges they “mismanaged and wasted his estate,” neglected to perform duties assigned in the will, and kept the money left to them to build the hospital. The case sought to remove them as executors and trustees and to have the court appoint a trustee to perform trusts conferred by the will upon the defendants.

Hermann died Oct. 21, 1914 and the defendants were qualified as trustees Jan. 9, 1915. The case was filed Aug. 19, 1918. A settlement was negotiated and Hermann Hospital opened in 1925.

heretofore filed or may hereafter file, but requesting that all of their pleas, filed and to be filed, shall be treated and considered by the court in the due order of pleading, and reserving the right to hereafter file such motions, demurrers and other pleadings as may be necessary or proper, and now as a basis for their pleas to the jurisdiction and in abatement these defendants respectfully allege:

That this suit was instituted June 28, 1918, and the plaintiff's petition alleges, that these defendants are the independent executors of the will of George H. Hermann, deceased, and that they have mismanaged and wasted his estate, and prays for the appointment of an auditor, and that these defendants be required to account and be removed as executors and trustees, and that a trustee be appointed by this court to perform the trusts conferred by the will upon these defendants; and now for pleas to the jurisdiction and in abatement these defendants say:

II.

That George H. Hermann died on the 21st day of October, 1914 and left a will which was duly admitted to probate in and by the County Court of Harris County, Texas on the 9th day of January, 1915, of which will he appointed these three defendants as independent