DOES THE CASE OF *MCNEILL* V. *MASTERSON* SUPPORT THE ABANDONMENT HYPOTHESIS OF THE FORMER SLAVE QUARTERS AT THE LEVI JORDAN PLANTATION STATE HISTORIC SITE IN BRAZORIA COUNTY, TEXAS?

A Thesis

Presented to

The Faculty of the Department

of Comparative Cultural Studies

University of Houston

In Partial Fulfillment

of the Requirements for the Degree of

Master of Arts

By

Cynthia D. Ericson

August, 2019

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ABSTRACT

This thesis compares data from the records of court cases involving descendants of Levi Jordan along with supporting documents to the narrative of abandonment in the interpretation of the archaeology of the former slave quarters at the Levi Jordan Plantation State Historic Site in Brazoria County, Texas. Originally outlined in 1989, the abandonment narrative in the interpretation of the archaeology of the former slave quarters at the Levi Jordan plantation has connected the proposed postbellum, sudden departure of the formerly enslaved people from their residence in the former slave quarters with legal actions between the descendants of Levi Jordan. This thesis has revisited the many (but probably not all) legal records of the Jordan descendants to look for direct evidence of the abandonment in them, but it has not found it. Instead, the records show that the Jordan descendants' interaction with a third-party, Harris Masterson, seems to have had a greater impact on the lands and descendants of Levi Jordan than previously understood.

ACKNOWLEDGMENTS

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CHAPTER ONE: THE FORMER SLAVE QUARTERS AT THE LEVI JORDAN PLANTATION STATE HISTORIC SITE (LJPSHS)

Introduction

The end of man is knowledge, but there is one thing he can't know. He can't know whether knowledge will save him or kill him. He will be killed, all right, but he can't know whether he is killed because of the knowledge which he has got or because of the knowledge which he hasn't got and which if he had it, would save him.

(Robert Penn Warren, *All the King's Men*, 1946)

The Levi Jordan Plantation State Historic Site (LJPSHS) is in Brazoria County, Texas. Even though I grew up within 20 miles of it, I was an adult before I learned about it from an article by a Jordan descendant in *Archaeology Magazine*.[1] I moved away for college and work, then returned home after 15 years. Volunteer work with the state agency that managed the LJPSHS led to membership in the plantation's historical society.[2] A few years later, I was able to begin this thesis courtesy of the GI Bill, Texas' Hazlewood Act, Dr. Kenneth L. Brown, and the Anthropology Department of the University of Houston.

The LJPSHS is in a rural but not isolated part of Texas in Brazoria County a few miles from the Gulf of Mexico. It was owned by Levi Jordan[3] and operated with enslaved labor from 1848 until Emancipation in 1865. After Emancipation, Jordan maintained the plantation with various labor arrangements until his death in 1873, when possession of the property transferred

[1] "Back to the Old Home Place: A Texas Plantation Yields Remarkable African American Artifacts and Hints about an Unsavory Family History," (2003) by Julie Powell. Powell is a descendant of Levi Jordan, and her first-hand article described a visit to the LJPSHS from her home in Manhattan. She later created the blog and book which was adapted into a 2009 film called "Julie and Julia" (Wikipedia).

[2] The Levi Jordan plantation complex will generally be referred to as the "LJPSHS." It was designated as a state historic site in the 2000s, hence the full name of the site as maintained by the Texas Historical Commission is the Levi Jordan Plantation State Historic Site. Although most of the events and people contained in this thesis preceded this designation, my own relationship to the site arises only as a result of the designation.

[3] Jordan's son-in-law, James Campbell McNeill, operated it with him until his death in 1854 (*see* Raska 2009:19). Some archival records such as reports of production and tax assessments identify the plantation as the "Jordan McNeill" or the "Jordan and McNeill" plantation. Sallie McNeill wrote of her deceased father in 1867:

> An orphan's lot is ever most always a hard one. A father's place cannot be supplied. If I had less, of the spirit of my Father—if I were more a Jordan in feeling and temper—I would care less. But the spirit of freedom is an inborn one (Raska 2009:135-154).

among Jordan family members (Freeman 2004:126-32). Part of it was sold off, but the part that contained the house and former slave quarters remained in the possession of Jordan descendants until the late 20th century.

Jordan's descendants occupied his old home through the first part of the 20th century, and then it was used as rent house. An attempt was made to turn it into a county park in 1982 (Levi Jordan File:Brazoria County Historical Museum). Archaeology conducted by Kenneth L. Brown beginning in 1986 eventually led to the property's current designation as a state historic site. Today, the LJPSHS contains Jordan's original, two-story house (which still stands) and the site of the slave quarters (which have been gone for at least 100 years). Some of Jordan's descendants still own property and live near the LJPSHS.

Levi Jordan's home at the LJPSHS in 1991. The fence with the "No Trespassing" sign separates the modern-day, southern boundary of the property from the state highway (With permission of the Brazoria County Historical Museum, 2006.0139.0002).

The former slave quarters consisted of four rectangular brick structures divided into rooms or houses. Bricks from the slave quarters were salvaged and sold in 1913, according to Jordan descendants[4] (Cooper 1990:30). Another Jordan descendant recalled that the remaining

[4] Harris Masterson, a family friend who will be discussed later in this text, developed part of the Fifth Ward and the Heights neighborhoods in Houston around this time, and he may have been the same developer from the descendants' stories.

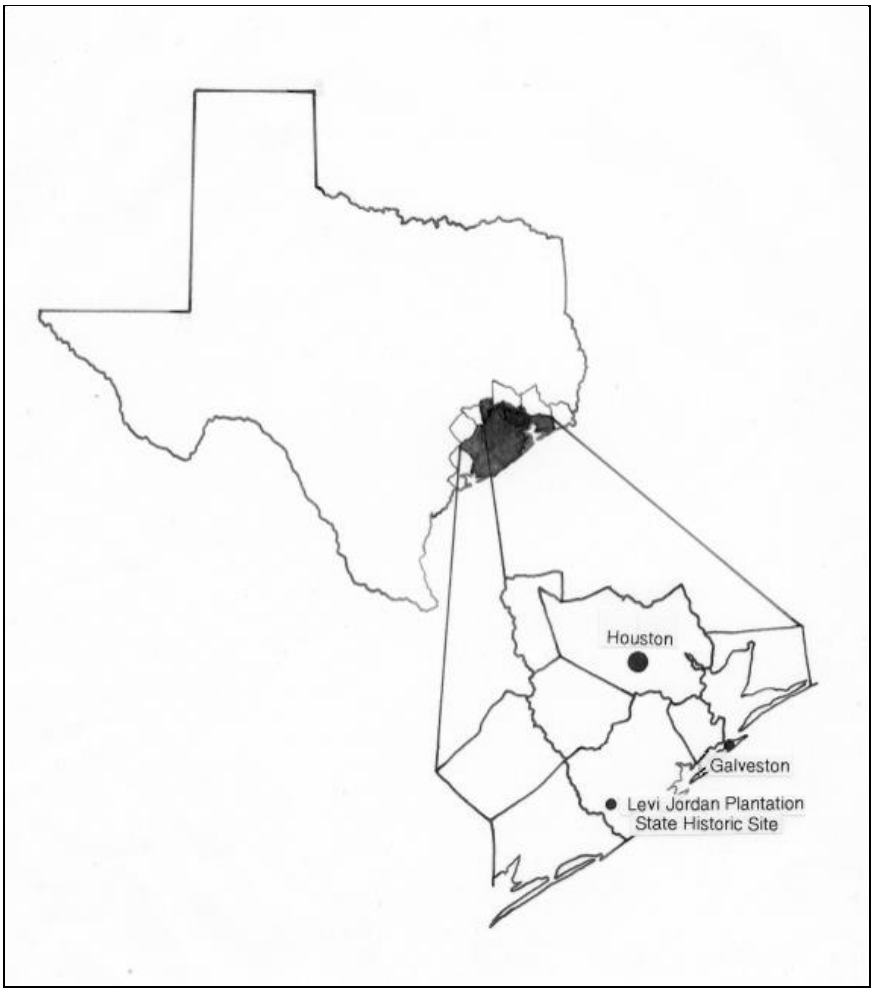
bricks were covered by 1920 but were still exposed on walkways (*see* McWilliams 2013:202). A corral was constructed on the site of one of the rectangular brick structures, and a small, wood-frame building was constructed over part of another in the 1930s. The fourth block is traversed by a pipeline (Marek 2008:2).

The low mound that indicated the existence of Block II of the former slave quarters before excavation (Adapted from Brown 2013:Ch.3, p.1, Fig. 3.1).

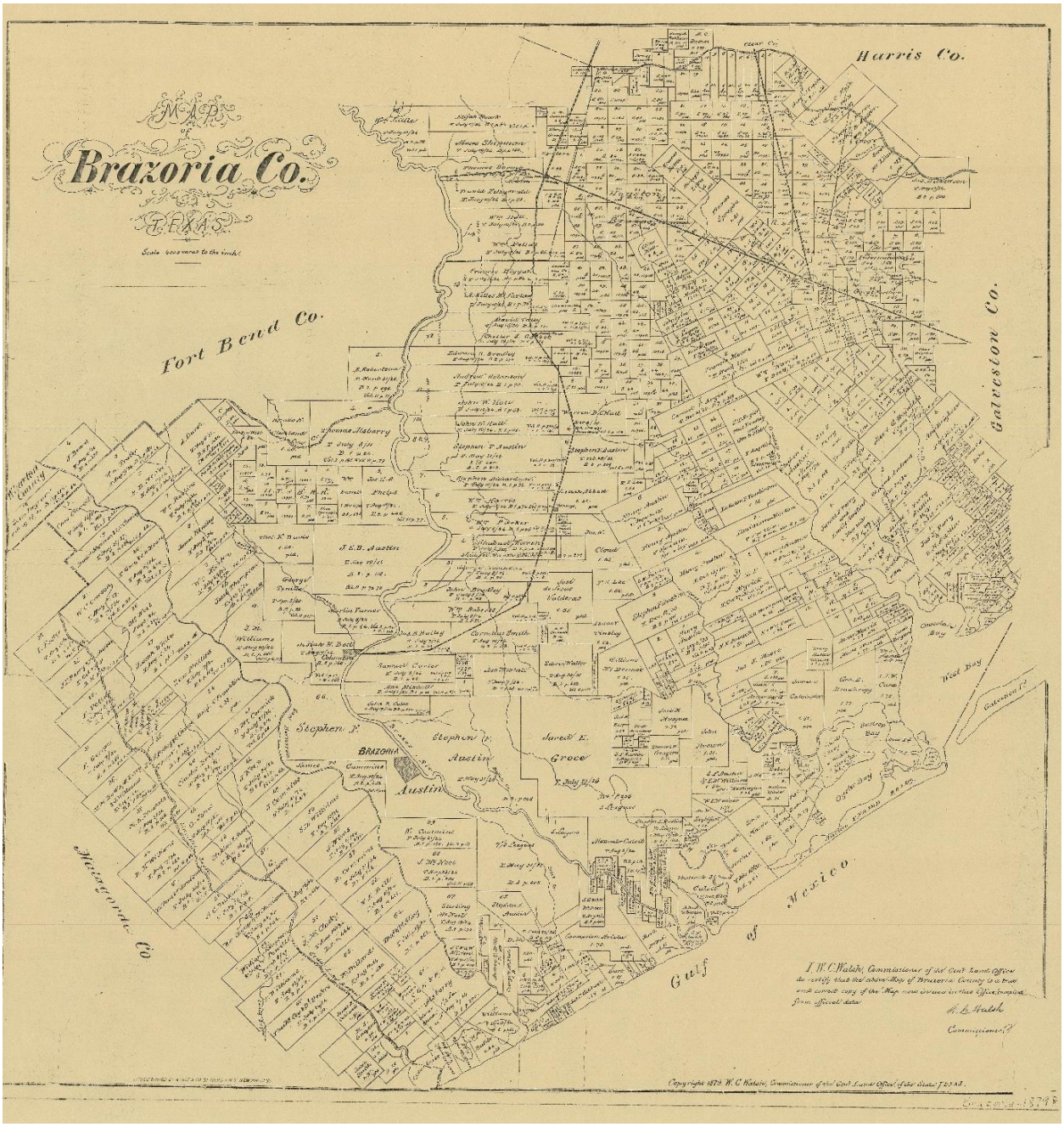
We were told by Jordan descendants that the bricks from the former slave quarters were sold to a developer in Houston around 1913. While the purpose for removing the bricks is not something we can verify archaeologically, we have found brick walls that in some places were salvaged down to their bases, leaving only a sandy trench. (Cooper 1989:30).

Intact, assembled brick just below the surface in structure III-A-2 (adapted from Brown 2013:Ch. 4, p. 5, Fig. 4.3).

Families descended from people who had either been enslaved by Jordan or employed by him or his descendants after Emancipation still own property and live in the area, too. After Emancipation, people formerly enslaved on Jordan's plantation and the multiple surrounding plantations obtained property of their own, and some gathered together and created settlements. Many of these settlements were connected to churches, which often served as schools and social centers and which continue to do so today. Settlements adopted the names of former plantation owners (Mims) or other landmarks (Hinkle's Ferry) (*see* Sitton and Conrad 2005:19). In fact, the names of these settlements tend to be better known to most people in the area than the name of the LPJSHS, even though the settlements' names are not often marked on signs or maps.



Orientation of the LJPSHS within Texas (Adapted from Brown 2013:Ch. 1, p. 2, Fig. 1.1).



1879 Map showing Brazoria County bounded by Harris, Fort Bend, Galveston, and Matagorda Counties and the Gulf of Mexico. Within the boundaries of Brazoria County, multiple land grants are outlined, many of which contained cotton and sugar plantations along with the people who made them function (With permission of the Brazoria County Historical Museum).

The LJPSHS is located near two small towns (Brazoria and Sweeny) at the far southwestern side of Brazoria County near the Brazoria-Matagorda County line, and it is

adjacent to a state highway which generally follows the route of an antebellum public road that connected plantations and ports in Brazoria County to the interior of Texas, Mexico, and the American western frontier (*see* Freeman 2004:111). The San Bernard River is a few miles away, and ferries transported goods and people across it at roughly the same locations as the bridges that cross it today, connecting the LJPSHS to markets and people to the east in the United States and the Atlantic (*see* Freeman 2004:111).

An antebellum railroad to Houston terminated in the nearby town of Columbia, a Brazos River shipping port. Other freshwater ports on the Brazos and on Caney Creek were close, and the Gulf of Mexico was within ten miles of Jordan's front door. People and material goods entered or left Brazoria County (including the LJPSHS) from other parts of Texas and all over the world. The LJPSHS was surrounded by other plantations that also had people and material goods cycling in and out (*see* Freeman 2004:75-95). There were nearly 30 plantations within less than 30 miles from the LJPSHS (*see* Freeman 2004:75-95), and Brazoria County contained about 50 (*see* generally Strobel 1930).

Photo of African American family in front yard of small house with porch, unknown location in Brazoria County. Note the variety of activities that appear to be taking place outside of the house (With permission of the Brazoria County Historical Museum, Underwood Scrapbook).

Civil War skirmishes took place at the mouth of the San Bernard River and nearby Matagorda Peninsula in 1862 and 1863 (Raska 2009:120 n. 72, 122 n. 76). Jordan's grandson, J.C. McNeill, served in a local defense force, but he was allowed to spend time at the LJPSHS "to assist in sugar-making" in November/December 1862 (Raska 2009:119-20). The city of Galveston—about 65 miles away—had surrendered to Union forces in October 1862 (Raska 2009:119 & n.69).

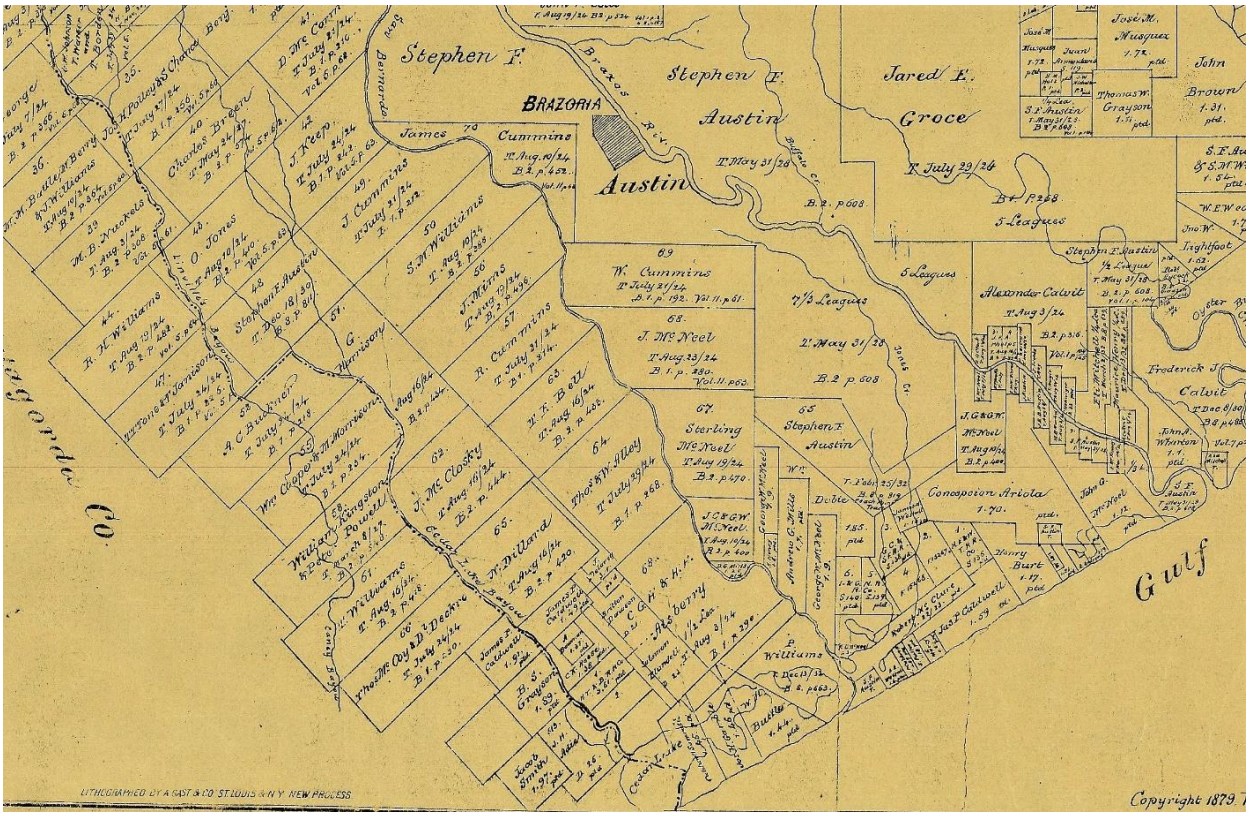
A year later, Federal forces occupied Pass Cavallo at the entrance to the far end of Matagorda Bay in November 1863, "an effort to destroy the trade from Texas to England

through Brownsville and Matamoros"[5] (Marr 1928:149). They sent a detachment of 150 Union infantry soldiers and four gunboats to take over the Confederate fort at the mouth of Caney Creek, a short distance from the LJPSHS and about 50 miles away from Pass Cavallo (Marr 1928:149). The soldiers did not reach the fort at the mouth of Caney Creek, but Union gunboats shelled it with cannon fire, killing one Confederate soldier. Early 20th-century local historian John Columbus Marr[6] wrote in 1928 that Confederate forces at the fort did not return fire on the gunboats because they had only short-range rifles (Marr 1928:150). Jordan's grandson, J.C. McNeill, was his source:

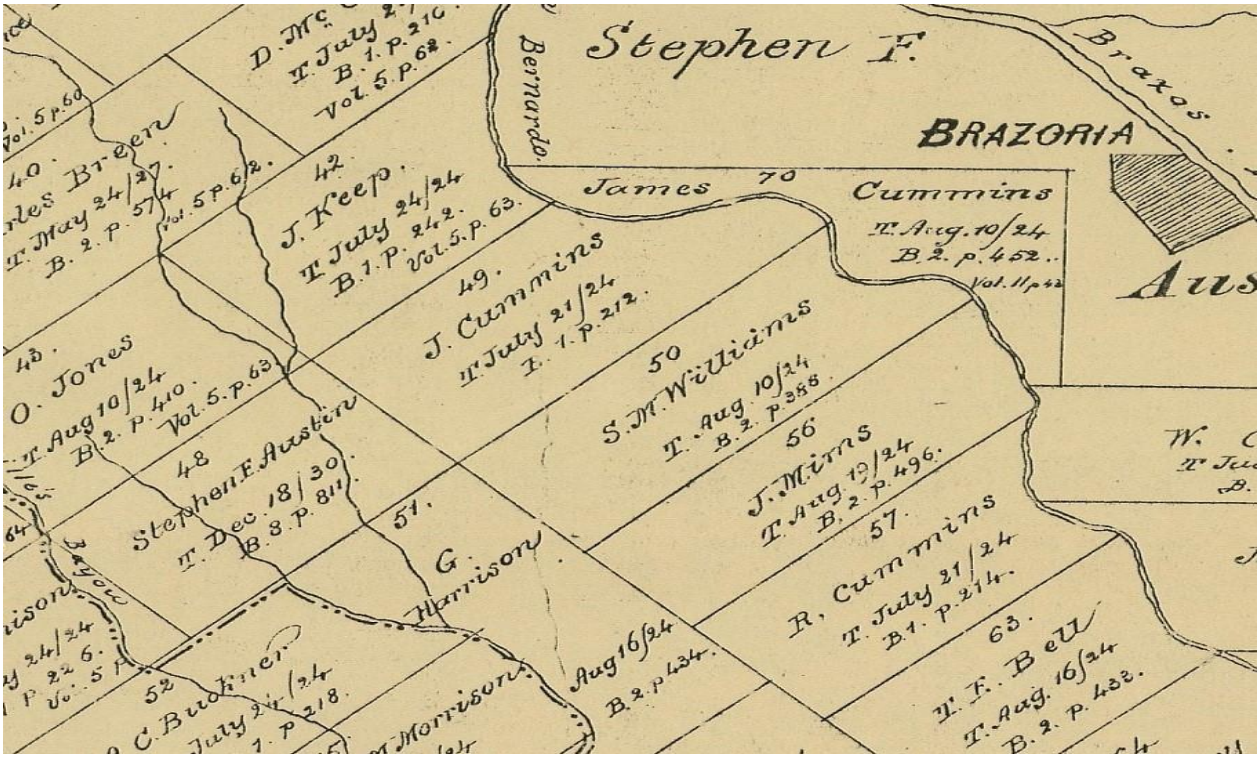
> This information was obtained from J.C. McNeill who lives on the San Bernard River just west of the town of Brazoria. Mr. McNeill is now 94 years old, and is the only living member of the company that was stationed at the fort at the mouth of Caney Creek (Marr 1928:150).

[5] Cotton was transported from Matagorda to Brownsville by ox cart on a six-month round trip; cotton in Brownsville sold for 50 to 60 cents per pound compared to seven to ten cents per pound paid by local cotton buyers (Marr 1928:159). James Hawkins whose plantation was in the area of Vann Settlement nearby to the LJPSHS sold over $60,000 worth of cotton this way in 1864, and his daughter even traveled along with the cotton on the ox cart to the Mexican border on a "lark" (Marr 1928:159-60). Planters would often buy mules in Brownsville and bring them back to their plantation on the return trip (Marr 1928:160-61). Perhaps this accounts for the prevalence of the markings generally called "Spanish brand" in chattel mortgage property descriptions.

[6] Marr's thesis was written under the supervision of Eugene C. Barker and William Prescott Webb.



Magnified view of 1879 map of Brazoria County showing (from west to east) Linnville Bayou, Cedar Lake Creek ("Bayou"), the San Bernard River, Jones Creek, the Brazos River, and Oyster Creek. The Gulf of Mexico marks the southeastern border and the entrances of the Brazos and San Bernard Rivers. Matagorda County begins on the west side of Linville Bayou and Cedar Lake Creek. The LJPSHS is on the San Bernard River in the S.M. Williams League, labeled "50" (With permission of the Brazoria County Historical Museum).



Further magnified view of the 1879 Brazoria County map with S.M. Williams League in center, labeled "50." The Joseph Mims League is labeled "55," and its northern boundary is co-located with the southern boundary of the S.M. Williams League and thus the former Levi Jordan plantation. The Mims plantation was located on the Joseph Mims League (With permission of the Brazoria County Historical Museum).

James A. Creighton was hired by the Brazoria County Commissioners' Court on behalf of the Brazoria County Historical Commission to publish "A Narrative History of Brazoria County" in 1975. His book is encyclopedic, accessible through the local libraries, and has been cited by LJPSHS researchers, among others. Creighton's work drew from Abner J. Strobel,[7] an early 20th-century local historian, who published 'The Old Plantations and Their Owners of Brazoria County, Texas" in 1930 and dedicated it: "To the survivors of the Confederate Army,

[7] Strobel is identified on the cover of this pamphlet as "Abner J. Strobel of Chenango, Brazoria County, Texas" (1930). Strobel's southern and Brazoria County bona fides are elaborated in the Introduction. His father was the stepson of plantation owner Abner Jackson, whose plantation is now a park maintained by the City of Lake Jackson. Strobel left for college and then worked from 1875 to 1882 in northwest Texas. "He returned to Brazoria County in 1882, assisted in the management of a sugar and cotton plantation, with *Wm. Masterson* for five years; handled stock for Austin, Bryan and others; then managed six plantations for Francis Smith & Co, now H.P. Drought, of San Antonio, and for a period of over ten years served as tax collector of Brazoria County" (Farrar in Strobel 1930:3-4) (emphasis added).

who stood like a stone wall for white supremacy and preserved and gave us our present civilization, to whom we owe a debt of gratitude that can never be repaid, this narrative is dedicated by the Author" (Strobel 1930:2).[8]

Strobel's perspective would have had a broader appeal in 1930 than it does today. It affected his interpretations and the way he arranged his historical narrative within those interpretations. He was angry.[9] Strobel's self-reflection about his perspective can be obscured when Strobel is cited by Creighton, whose reliance on Strobel's factual information lacks Strobel's "reflexivity."

J.C. McNeill was still alive when Strobel wrote that he was a "venerable and worthy citizen . . . whom everyone loves and esteems for his noble qualities" and that he "performed a noble and worthy part during the days of Reconstruction, immediately after the war between the States when the South was overrun by carpet baggers" (1930:13-14).

[8] Strobel wrote that the $1000 fine for the following offense was less troubling than the assault was satisfying (1930:47).

> As showing the condition of affairs as late as 1873, I was returning home from Tennessee, where I had been at . . . and a Brazoria citizen by the name of Hen Tinsley was also coming home, and was acting as escort to a young lady who also was coming home. At a station in Mississippi . . . the passengers got off for dinner. Tinsley went in with the young lady and drew back a chair for her to be seated, and while doing so, a burly mullatto [sic] negro popped himself in the next seat beside her. Tinsley picked up the next chair and broke it over the negro's head and gave him a good beating. He was arrested and the episode cost his parents one thousand dollars. His family's plantation was above the town of Columbia on the Brazos. . . . It was an old and respected pioneer family (Strobel 1930:46-47).

[9] He hinted at a personal source for his anger that is more specific than his general theme of the inferiority of non-whites:

> When my father left for Mexico in 1865 he left his home, the old Compton plantation, about four miles north of my present home, completely stocked and furnished—library, piano, furniture, etc., in care of a *supposed friend*. It was reported back home that we had been murdered in Mexico . . . . When we returned in 1866 we had nothing—all gone (Strobel 1930) (emphasis added).

It is also written that his mother left the county on the railroad to St. Louis to find work with $2.50 (Farrar in Strobel 1930). Despite this, however, he attended a prestigious university in the 1870s. (*see* Farrar in Strobel 1930:3).

The Freeport Facts
23 August, 1945

Old Brazoria County Plantations and Owners

By ABNER J. STROBEL OF CHENANGO

Revised Edition—1930

Compliments of The Union National Bank, Houston

The Levi Jordan Plantation

This plantation lies west of the Fannin and Mims Plantation. It was a sugar plantation, possessed a good brick sugar house and brick cabins for the slaves. The residence was a large roomy house. In its day, the plantation was very productive. Large crops of sugar and cotton were produced.

The plantation is now fast going up in undergrowth and timber. A portion of it, however, is owned at present by the venerable and worthy citizen, Capt. J. C. McNeill, whom everyone loves and esteems for his noble qualities. He is a grandson of the original owner, Levi Jordan. A portion is owned by Will Martin, a great grandson The major portion, however, is owned by strangers.

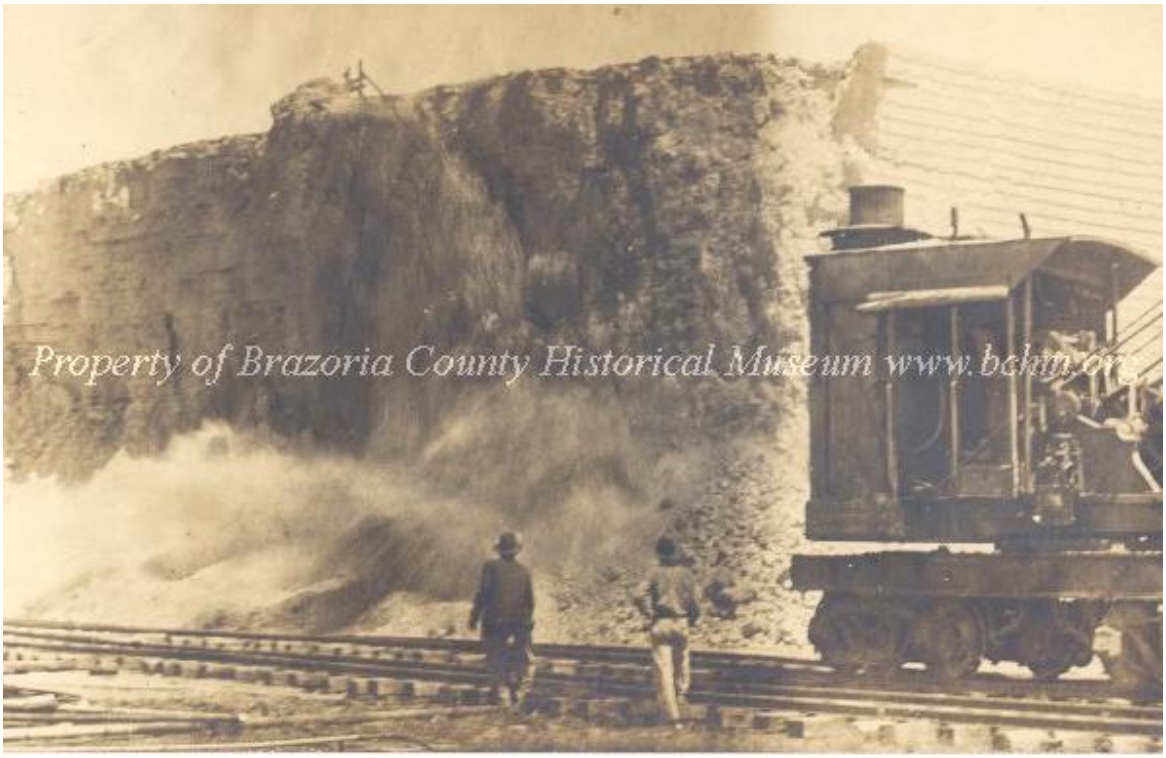
Captain McNeill resides on a portion of the Fannin and Mims Plantation, on which he has built a comfortable home. He performed a noble and worthy part during the days of Reconstruction. Immediately after the war between the States, when the South was overrun by carpet baggers. He was also a Confederate soldier at the age of sixteen. And in his declining years he has a sufficient amount of this world's goods to be comfortable.

Brazoria county owes much to his services during the dark days of Reconstruction — conditions would have been much worse throughout the South but for such men. The present generation does not realize how much they owe to the stand taken by such men following the war between the States.

A re-print of Strobel's description of the Levi Jordan Plantation published in the local newspaper in 1945. Notice that more than half of Strobel's description of the primarily Martin-owned property is dedicated to J.C. McNeill, who owned just a portion (Courtesy of the Brazoria County Historical Museum).

While a localized version of the mythology of the Old South thrives and agriculture remains crucial in the present day in southwestern Brazoria County, oil, sulfur, shipping, and the like had already reinforced the local economy and altered local society by the early 20th century. Natural resource extraction and processing exceeded pre-Civil War agricultural ambitions as opportunities arose in response to the needs of America's roles in World War I and II. Oil was a major industry by 1916, and Brazoria County was "among the world's leading producers" of sulfur during World War I (Powers 1994:227-238).

Seven-man crew setting dynamite charges in a giant block of extracted sulfur at Bryan Mound, Brazoria County (With permission of Brazoria County Historical Museum, 2022.024p.002, Nat Hickey Collection).



Explosion of extracted sulfur block in preparation for rail transport at Bryan Mound, Brazoria County (With permission of Brazoria County Historical Museum, John Hurst Family Collection).

Jefferson Lake Sulphur Co., based out of New Orleans, Louisiana, operated in the J.G. McNeel League (formerly part of Ellerslie plantation) on property once owned by Kate Jackson Bell (correspondent to Jordan's daughter, Emily McNeill) as well as others on the San Bernard from 1936 to 1961 (Brazoria Co. Dist. Ct. No. 44279). Following is an excerpt from an oral interview in 2005 that is indicative of the perspective of a man descended from generations within the neighborhood of the LJPSHS:

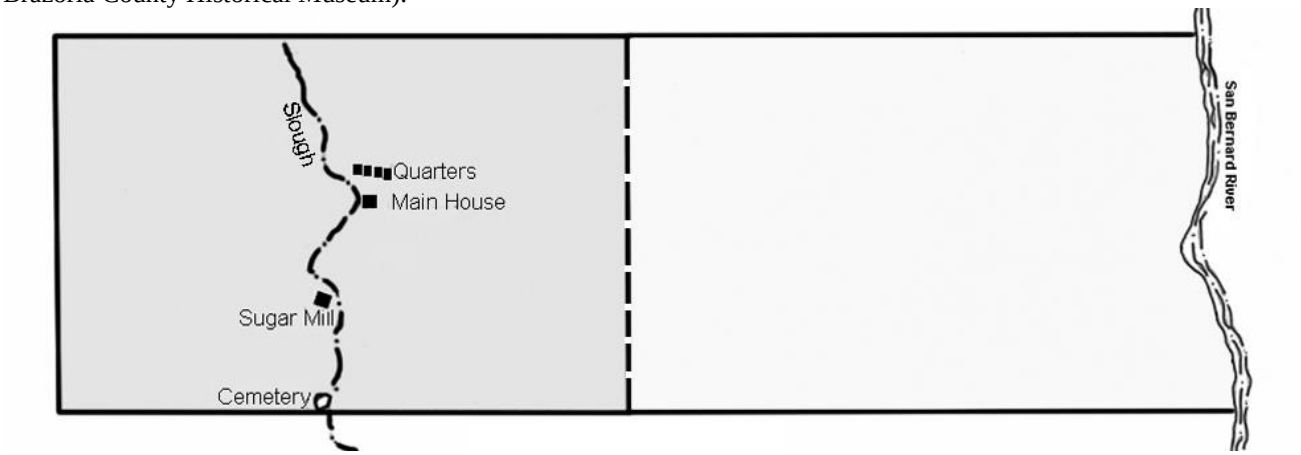
> And I told my grandfather—I went to work out here on the ranch, fifty cents a day. I worked on that ranch fifty cents a day and the man had a little feeling for me, had a whole lot of feeling for me. So I asked him about me hunting in there. He told me, hunt in there any time I wanted day or night.
>
> And I told my grandfather ___, I need me four traps. And he bought me four traps, that's to trap raccoons. And my daddy was working on the ranch for a dollar a day and a raccoon hide back then was worth twelve to eighteen dollars for one hide. And I taken four traps, and every night, I caught one or two raccoons. And my daddy was bringing five dollars back home a week. And I was catching raccoons, and I'd go sell them. I was bringing from a hundred to a hundred and fifty dollars home. And I was so little, I couldn't break a trap. I had to break one side and tie it with a little rope, then break the other side. So I was doing good. I would sell those coon hides and if I got a hundred and fifty dollars, I'd give my mother a hundred and forty. And I took ten dollars for me to buy stuff for my trap to catch raccoons.
>
> And looked like I began to be successful, and then after I come to be a man, I went to work at Jefferson Lake Sulfur Company for a dollar and a half a day. I worked at the sulfur company nine years and after I was there nine years, well Dow began to improve, Dow Plant. And I asked for a raise. The man told me you deserve more than what you're getting but they ain't going to give you no raise. So I went to the main office. Told them that if I didn't get a raise, I was leaving. And they didn't give me a raise. So, I left and went to Freeport.
>
> I went down there and they were paying a dollar sixty an hour and I went to work down there and started to working and they had a big building they were trying to move. The man asked me could I move it, and I told him, "yeah." They had been working on it two weeks before I got there and they had moved it about from here to them bushes over there. I went in with a good spirit and I moved it right where they wanted it. Had to move it about three-quarters of a mile. So the man gave me the privilege. He said "you my boy. Don't nobody tell you what to do but me." And that's when I went to—me, my brother-in-law, two more men were digging these highline posts(??), big highline posts. And we dug them up to Dow's gate and they had hundreds of them put in Dow Plant, but they wouldn't hire no blacks.
>
> So went there after a while and wanted to know what was the problem, they weren't hiring no blacks. Say "This is a lily-white organization. And Dow don't hire no blacks." And then the next one come out and say "Wait a few minutes." We stayed about two hours and then another one came out and says "Y'all go to Galveston and join the local union, and then we'll see what we can do."
>
> Tires was slick and my leg, no money to buy gas. Gas wasn't but 15 cents a gallon. But what was it? We didn't have no money to buy no gas so we all pooled in, took off and went to Galveston. We got to Galveston—we had a

> flat going, fixed it and went on in there, found the place where we should go, and they had called in and told them, "No," don't accept us. Then we had to leave there and come back to Dow Plant. I think we had two flats on the way back 'cause the sun was hot. Finally made it there and they told us this was a lily-white organization, didn't hire no blacks. That went on.
>
> Later years, I got a chance to work in there with a guy called Will Hammett, construction, not working for Dow, but doing Dow's work, with a construction Austin company called Will Hammett. And we got in there, a piddly little old building in there about 24 by 36. We got in that building so fast and so good, they decided they'd hire a few blacks—not for Dow but construction work. And I got a chance to go back in there and went to work on construction and really was successful. I stayed in there and then they started hiring blacks in there.
>
> The government come in there and took a portion of the plant. And then they started using blacks. And I made foreman, general labor foreman. And I was a man, I didn't have no high school education. I had a family, two children, and I made foreman, and then I went back to school.
>
> I went back to school and educated. My boy, I gave him a master's degree. My girl, she got a master's degree. And my granddaughter, she was blessed to get her master's degree. And I stayed in there thirty-eight years. 'Til I reached the age of 62, and that's when I came out.

(Hammons 2005:Informant 10).

Today, an enormous petrochemical complex snakes along the coast of the Gulf of Mexico from Louisiana, enters Brazoria County from the northeast through Galveston County, and exits through the southwestern border into Matagorda County and beyond. Around the time that this industry brought my family here in the late 1970s, mineral production accounted for $643 million per year while agriculture brought in $43 million (Texas County Records Project 1980). At the county's northern border is the relentless encroachment of Houston—the fourth largest city in the U.S. Interspersed are large suburban communities and small towns.

Levi Jordan Plantation State Historic Site. Farm-to-Market Road 521 crosses the image diagonally, roughly separating the geographic northern half of the former plantation from its southern half (With permission of the Brazoria County Historical Museum).



Sketch map of the Samuel May "S.M." Williams League (Abstract No. 138) on the west side of the San Bernard River in Brazoria County, Texas. Jordan's plantation was on the shaded, western half of the league. (Adapted from Brown 2013:Ch. 1, p. 20, Fig. 1.7).

A powerful narrative arose during the archaeological investigations at the LJPSHS from a statement by a Jordan descendent. Although the Jordan descendant statement has not been corroborated by historical or ethnographical data, it persists, and the archaeological record at the

slave houses at the LJPSHS is interpreted as support for the truth of this narrative. This narrative has been repeated in articles, books, thesis papers, lectures, newspaper articles, conversations, and dissertations.

The narrative generally goes as follows: Freed people who continued to live in the slave houses at the LJPSHS testified in the late 1880s or early 1890s on behalf of one group of Jordan descendants in court against another group of Jordan descendants. When the second group won, they took over the LJSPHS—including the former slave houses where the witnesses were supposed to live. They then enacted revenge on the freed persons who testified against them by forcing them and everyone else to leave the former slave quarters (as well as their personal possessions within them) in the middle of the night at gunpoint.

In contrast to the story of vengeance as told by a descendant of Jordan, a written history of Grace United Methodist Church, founded by freed people from the LJPSHS, contains a different narrative. "In 1876, most of the people from the Jordan plantation moved to the Mims plantation where a colored school had been organized" (Grace UMC 1979, courtesy of the Brazoria County Historical Museum; *see also* Wright 1994:150). The Mims plantation was adjacent to the LJPSHS. Thus, the archaeology and a narrative told by a descendent of the plantation owner would seem to be at odds with the historical record and a narrative recorded by the descendants of the enslaved themselves.

Grace United Methodist Church in 2005, in the Mims League a short distance to the south of the LJPSHS (With permission of the Brazoria County Historical Museum, 2005.018p.0013, photograph by Michael Bailey).

Problem Statement:

If the case of *McNeill* v. *Masterson* was an adversarial division of rights to the LJPSHS (including the former slave quarters) between groups of Jordan descendants, then could the evidence of a sudden departure from the former slave houses at the LJPSHS be found in the records of the case?

CHAPTER TWO: THEORY+METHODOLOGY

"Maybe the things you want are like cards. You don't want them for themselves, really, though you think you do. You don't want a card because you want the card, but because in a perfectly arbitrary system of rules and values and in a special combination of which you already hold a part the card has meaning. But suppose you aren't sitting in a game. Then, even if you do know the rules, a card doesn't mean a thing."

(Robert Penn Warren, *All the King's Men*, 1946).

The theory behind a research question has the potential to influence the results of the research, leading to results that can conform logically to the research parameters but confound data outside of them. The impact of the Jordan descendant statement about the forced departure from the slave houses at the LJPSHS on the formation of research problems is observable. Data that contradicts such research is also available and observable. Existence of such data does not mean that prior research and interpretation is incorrect—rather, it creates an opportunity.

"Creative imagination" is an intrinsic part of the process of the "transition from data to theory" (Binford 1978:631-32). Theories and the hypotheses developed to test theories "are invented in order to account" for observed data by the proposition of a rule ("covering law") (Binford 1978:632). In this process, a theory is derived from the data, and the proposed rule is then tested to determine whether the "deduced consequences of a set of theoretical propositions" will be observed (Binford 1978:632). The process seeks to explain the reason for the data first observed by testing the theory for fit with the data next observed. "Theory is developed to explain relational patterns among data that are analytically generated among different observational domains or data sets" (Binford 2001:676). If there is "demonstrable relational patterning" in the tested data sets, then the demonstrable relational patterning represents "direct evidence" of the applicability of the theorized "systemic interaction" to the observed data (Binford 2001:676). In comparison, although an "empirical generalization" is also linked to

data, it is an "observationally based summar[y] of experience" (Binford 1978:632). It is a pronouncement of a truth—a "statement[] about the way the world 'is' or 'appears to be'"—instead of an explanation of a "why" (Binford 1978:632).

Archaeologists learn about "how the archaeological record was created and what agents produced its many disparate properties" (Binford 2001:674). This "identity of the empirical domains of phenomena that the science [of archaeology] has chosen as its subject matter" means that "explanations rather than interpretations should be the goal of archaeological researchers" (Binford 2001:669, 674). Asking "where do archaeologists obtain the interpretative knowledge and conceptual tools for translating archaeological data or observations on the form, arrangement, distribution, frequency, and association among material items and their depositional contexts into 'cultural information' about the past," Lewis R. Binford outlined the shortcomings of the use of theory in the creation of research problems to interpret data in the archaeological record in terms of "contemporary social, cultural, or political issues" as a tautological exercise because "elemental observations [of archaeological data] as such are *not* where one looks for support for theories" (Binford 2001:670, 671).

Binford distinguished orders of observation in archaeology data by scale:

- First-order (primary) are "observations recorded during excavation or resulting from descriptive synthesis from data generated for a particular bounded segment of the archaeological record;"
- "Second- or third-order derivative patterning describes how the primary data or first-order observations interactively pattern with other information such as environmental, temporal, associational, or comparative relative to other archaeological sites or scales of synthesis" (Binford 2001:674-75).

"Unsuspected, new and/or not understood" patterning in the secondary order should link data observed in the first order to new research problems (Binford 2001:675). Because the dynamics that lead to the creation of the archaeological record within an excavation unit or even site are not the same as the dynamics of "large-scale cultural systems," data in the archaeological record does not directly illuminate large-scale cultural systems of the past (Binford 2001:672).

Binford also distinguished between interpretative arguments and referral arguments in terms of their goals, the logic and procedure for their use, and the use/function of their product: An interpretative argument is an assertion that a characteristic of the past is identifiable in a characteristic of the archaeological record. Its goal is a knowledge claim about the meaning of an archaeological observation ("unambiguous, single-contingency causes"), and its function is the "reconstruction of past life ways in human terms" or the "documentation of specific events" (Binford 2001:673-74). The process of an interpretative argument requires "cognitive conventions" augmented by "stipulations" and co-opted referral arguments. These include a "false belief in single causes" (Binford 2001:675). An interpretative argument makes the case for an empirical generalization by imposing a theory on the data.

On the other hand, a referral argument is a proposition of the "appropriate causal or organizational contexts" of "past dynamics in which some properties observed in the archaeological record are thought to have arisen" (Binford 2001:673). Because it aims to test an "assertion . . . about the domain of dynamics that might be profitably investigated for clues to causal conditions operative in the past," it relies on "second- or third-order pattern recognition of observationally-defined units of data" (Binford 2001:673-74). It investigates "relational patterns among data that are analytically generated among different observational domains" to arrive at the "pattern recognition state of analysis" and thus the development of a theory of explanation of

the causes of the characteristics of the archaeological data (Binford 2001:67). It embraces "cognitive ambiguity" through the identification of a finite set of variables for testing of potential causes of the formation of the archaeological record instead of "empirical generalizations" linked with "higher-level" propositions "for which there are no reliable links to observational data" (Binford 2001:673-76).

Exploring the methodological consequences of the "epistemological linkage between problem and data," Binford approached archaeology as the "science of the archaeological record" for which the "target of study is the content and associational properties of the archaeological record" (Binford 2001:669-71). He identified narration of the past created from "theory-dependent" observation of archaeological data as a flawed methodological approach because of its reliance on assumptions ("stipulations") (Binford 2001:674). "Technically, in order to look at the static archaeological record and read a human narrative of the past, a huge array of laws—a dictionary of ["cognitive"] conventions—is required to translate static remains into human dynamics" (Binford 2001:674). The "stipulations" used to fill in the gaps in the absence of the availability of such a huge array of cognitive conventions governing the interpretation of the archaeological record should be "tested" through deductive reasoning before they are relied upon, otherwise the observation of data through them becomes "theory-dependent" (*see* Binford 2001:673-75).

The abandonment hypothesis at the LJPSHS is a narrative of abuse of power and the impact on the abused—an accusation of past wrongdoing that relies on stipulations to fill in gaps where cognitive conventions are absent. According to philosopher Tzvetan Todorov, historical narratives of acts which are not morally neutral are "always slanted toward good or toward evil," and they "always involve[] at least two protagonists, the subject (or actor) and the object (or

acted-upon)" (Todorov 2000:142). These moral narratives are defined by four roles ("benefactor, beneficiary, malefactor, and victim") related to the part played by the present-day narrator of past events:

> To be the beneficiary of an act is less glorious than being its agent, because the fact of receiving constitutes a mark of our own need or powerlessness; to be the victim of a misdeed, on the other hand, is more respectable than being its agent. In this distribution we can already see the two main forms of historical narration: the heroic narrative, which lauds the triumph our "our side" and the victim narrative, which relates its sufferings" (Todorov 2000:142).

If partiality is unavoidable in describing past acts which are morally unneutral, then the act of description (narration) itself should be reflexively constructed because the "only chance we might have of climbing a moral rung would be to recognize the evil in ourselves and to struggle against it" (Todorov 2000:144). "Ritual commemoration, when it only confirms a negative image of the other in the past or a positive image of the self, is ineffective as a tool of public education, and, what is worse, is an easy way of giving us all a good conscience while averting our eyes from present emergencies" (Todorov 2000:175).

Reflexive construction in the narration of morally unneutral actions in the past refrains from making a judgment about the actor while allowing for critique of that person's actions. "Making a judgement involves drawing a line between the judging subject and the object to be judged; whereas understanding implies recognizing our common humanity" (Todorov 2000:124). Todorov explains:

> What we seek to understand are human beings, capable of a great variety of different acts; what we seek to judge are specific acts carried out at particular times and places.

> The fact that all humans are made of the same stuff should not be allowed to obscure the gulf between what could have been done and what was actually done" (Todorov 2000:125).

Anthropologist Antoinette Jackson provides a model for reflexive narrative construction of the past in the present from another Southern location with characteristics comparable to the LJPSHS, including a long-standing descendant community. She "documented how Americans of African descent developed ways of living in antebellum plantation spaces and created a future for their communities and families" in South Carolina (2012:25). Jackson examined the role of heritage in making the past live on in the present and identified three perspectives for viewing this past:

1. "Critiquing issues of categorization that posit plantations, plantation communities, and enslaved laborers as static (fixed in time) and monolithic;"
2. "Interrogating processes that subjugate knowledge and limit holistic representations and interpretations of the life and labor of enslaved Africans and their descendants (that is, critiquing interpretations of enslaved Africans as powerless and without agency, particularly in terms of correcting their future and that of their descendants);" and
3. "Conducting active and ongoing interpretations of antebellum and postbellum plantations as dynamic sites of history and heritage, particularly in terms of labor roles and responsibilities and family and community relationships and associations that span local and global boundaries" (Jackson 2012:136).

These perspectives encourage a multi-scale analysis of the present-day narration of African American heritage at the LJPSHS as well as the larger context within which it is found. Jackson

recommended "recognizing plantations in the context of heritage," which serves as an "organizing perspective for knowing and experiencing the past" (Jackson 2012: 22, 48). She defined heritage is "anything a community, a nation, a stakeholder, or a family wants to save, make active, and continue in the present" (Jackson 2012:23). She also recognized the distinction between official or sanctioned public heritage and private heritage (Jackson 2012:24).

As with the LJPSHS community, Jackson wrote that "you find generations of African-descended people still living within walking distance of the plantations on which their great-grandparents lived and worked as enslaved laborers" (Jackson 2012:93). As documented by Cheryl Wright at settlements in the vicinity of the LJPSHS, these descendants are "distributed in several communities associated with a church usually established after the Civil War" (Jackson 2012:97-98) (Wright 1994). Jackson noted that "African American communities extended beyond plantation lines, so relationships could not be contained within a discussion of a single plantation," and "all plantations in the area were considered connected" (Jackson 2012:110).

Translation of the "inert phenomena of the archaeological record" at the LJPSHS as support of the abandonment hypothesis is an example of a "conceptual characterization of behavior or a particular observational situation" through a contemporary theory of oppression and resistance (*see* Binford 2001:671). Although it has been called an abandonment "hypothesis," the concept actually functions as a guiding theory for interpretation of the archaeology, ethnography, and history. It is an empirical generalization derived from assumptions as well as data.

Following Jackson, this core interpretative tool of the past 30 years of archaeology at the LJPSHS should be critiqued for categorizing the freed persons at the LJPSHS as a monolithic group in a static position at the LJPSHS from the time of slavery until the 1890s. The pursuit of

support of the abandonment hypothesis should be interrogated as a process that has rendered freed persons and their descendants at the LJPSHS as powerless and without agency, particularly in terms of "correcting their future and that of their descendants" (*see* Jackson 2012:136). Thus, "conducting active and ongoing interpretations of antebellum and postbellum plantations as dynamic sites of history and heritage, particularly in terms of labor roles and responsibilities and family and community relationships and associations that span local and global boundaries" at the LJPSHS is necessary, and it begins with an inquiry into the stipulations which the abandonment hypothesis depends.

Sample of local print media coverage of the Levi Jordan plantation archaeology and development into a heritage site (Courtesy of the Brazoria County Historical Museum, photographed by author).

According to Charles Orser, "we should be able to learn more about the past from the micro-units of analysis—presented by the sociohistorical context itself—than we can from the

overarching influence of the metanarratives presented as microhistory" (2016:178). If a metanarrative is "a continuous argumentation about a long-term social development, made up of arguments that are so tightly knit that they integrate events and phenomena into predefined molds designed to place them within a specified social context" (Orser 2016:176), then the abandonment hypothesis of the slave houses at the LJPSHS draws from the framework of a meta-narrative of the post-Emancipation South in which formerly enslaved people remained landless, illiterate, and powerless. Orser advocates using the "concept of singularization to interpret the human aspects of the metanarratives rather than using metanarratives to understand the human condition" (Orser 2016:176).

Adopted from the field of history, singularization of history is a "mutiscalar historical analysis," a "true bottom-up approach" that "places its emphasis on the small units" (Orser 2016:176-77). This approach harmonizes with Binford's sequential, multi-scale characterization of the relationship of theory, patterning, and data (above), and it privileges observed data over empirical generalizations. With singularization, the analytical frames ("parameters of the narrative") are "situationally determined" by the "sociohistorical context under study" rather than predetermined" by the metanarrative (Orser 2016:178).

According to Orser, singularization is a matter of sequence and scale. Applied at the micro-level, singularization "circumvents the macro-level by beginning with the data themselves," considering "all possible means of interpretation that bear directly upon the material" (Orser 2016:177). It results in a process that is less likely to "mask" the "small but potentially significant micro-events" (Orser 2016:178).

After doing so, however, analysis must extend "both upward toward the present and downward into the deeper past"—examining social networks first in the context of the micro-

scale (horizontally through space) and then contextualizing the first analysis in larger scales "vertically into the pasts as custom, tradition, and history, and into the present" and the future (Orser 2016:180-81). Adopting this multiscale approach to archaeology allows "archaeology to critique modernity, with a special emphasis on metaprocesses . . . as structuring structures" (Orser 2016:180). If each frame of reference is first singularized, then the structuring structures are less likely to function as "ideological straightjackets that may have little if any past reality" (Orser 2016:178). At the same time, the opposite ("anecdotal antiquarianism") can emerge if the scale remains only at the micro-level (Orser 2016:179).

Two years after archaeological research began at the LJPSHS in 1986, historical archaeologist James Deetz revisited Walter Taylor's guidelines for understanding the nature of the relationship between historiography, ethnography, and archaeology (1988). Taylor described cultural anthropology as the "comparative study of the statics and dynamics of culture, its formal, functional and developmental aspects" (1948:39) (Deetz 1988:18). He defined culture as "the mental constructs or ideas which have been learned or created after birth by an individual" (Taylor 1948:109) (Deetz 1988:20). For Taylor, "to be part of *a* culture, that culture must be shared" (Taylor 1948:104, 109) (Deetz 1988:20). In the concept of *a* culture, culture is partitive—"a segment of the holistic concept of culture" (Taylor 1948:96) Thus, culture exists in a social context.

Within the framework of cultural anthropology, Taylor defined historiography as the "construction of cultural context" that comes from projecting "contemporary thought about past actuality integrated and synthesized into context in terms of cultural man and sequential time" (1948:32-33, 39). Because the past is viewed invariably through the current viewer's mind, and the current viewer's mind cannot penetrate the past, observation of the past are never truly

accurate. "Past actuality can never be known in its totality," according to Taylor (1948:29) (Deetz 1988:15), and historiography is at best "an abstraction, and the manner in which this abstraction is arrived at depends on the interests and concerns held by the historiographer" (Deetz 1988:15). It can even be argued that the present moment is no less opaque.

According to Taylor, archaeology is a "method and a set of specialized techniques for the gathering and production of cultural information," and the archaeologist is merely a data-gathering technician until he uses the cultural information he has gathered to generate history and thus cultural anthropology (1948:41-42). Deetz "amended and enlarged" Taylor's definition of historiography into "[p]rojected contemporary thought about past actuality integrated and synthesized into contexts in terms of culture, sequential time, and contemporary values and interests" (1988:15). He explained that "past actuality" is thus "constructed in terms that reinforce the very values that affect the thought in the first place" (Deetz 1988:15). In short, "historiography is the value-influenced construction of past reality" (Deetz 1988:16). The term "construction" is central to his recognition of subjectivity (as opposed to objectivity). It covers the inability of history to "recreate" the past *en toto* while it "signals the uncertainties involved and our own role in the creation of that construction" (Deetz 1988:16).

When applied to archaeology, this concept results in a "distinction" between the artifacts excavated by archaeologists and the "meanings we assign to them" (Deetz 1988:15). As constructors of the past in the present, archaeologists are "at the same time the students and the studied" because this act of construction is subjective (Deetz 1988:15). For Deetz, a more accurate term for archaeology is 'archaeography" because it incorporates the product of archaeologists, which is the "writing of contexts from the material culture of past actuality" (Deetz 1988:18).

In turn, Deetz proposed that a more accurate term for ethnology is "ethnography" because it is also a construction of context (Deetz 1988:17-18). "Following Taylor, we see that ethnography and historiography do identical things, although with different data" which is distinguished according to the "scale" of acquisition of data ((Deetz 1988:18). If the distinction between the past and the present is accepted as an ambiguous concept when confronted with the fact that the past can be anything between the immediate (i.e., a moment ago) and the distant (i.e., the 1800s), then ethnographers record events which are also part of the past in their study (Deetz 1988:16-17). "Time flows on, and we stop it in a figurative sense, only when the present has become a part of the past," he writes and explains that process results in "constructed synchronies" (Deetz 1988:17).

Thus, ethnographers share a part of the constructed synchrony of the past with their informants while historiographers do not (Deetz 1988:17). Understanding the difference in scale between ethnography and historiography "becomes critical when we examine the relation of archaeology to history and anthropology" (Deetz 1988:16). Archaeographers differ from historiographers and ethnographers by virtue of their data source—material culture. In contrast to the data used by historiographers and ethnographers, "material culture forms the data base on which archaeographers conduct their analysis" (Deetz 1988:18). Thus, "when one is using the material culture of past actuality to construct context, one is doing archaeography" (Deetz 1988:19). In doing so, archaeologists ("archaeographers") whose goal is to "contribute, through careful recording and rigorous analysis, the fullest contextual constructions to those arrived at by ethnographers and historiographers" are engaged in cultural anthropology (Deetz 1988:19).

"Along with historiography, ethnography and archaeography are methods and no more" (Deetz 1988:21). The same synchronies that are constructed to write about the past must be

unbound by those who have "bound it, semantically, in the first place" in order to carry out the act of construction of the past (Deetz 1988:17) (*see* Orser 2015). Deetz endorsed Henry Glassie's method for writing about contexts from the material culture of past actuality (Deetz 1988:17). Glassie's method relies on a "statement of an appropriate point of departure" which "involves a single detailing of a synchronic state" as a "*prelude*" to "diachronic explanation (Deetz 1988:17). "'Times must be stopped, and states of affairs examined before time can be re-introduced'" (Deetz 1988:17).

Taylor's inclusion of the viewer/archaeologist/historian in the process of construction anticipated the reflexive voice which characterizes much of post-processual archaeology (*see* Deetz 1988:14). According to Redman, the wide range of practices that fall under post-processualism originated with Ian Hodder in Cambridge and is best referred to as "contextual archaeology" (1991:299). Within archaeology characterized as post-processualist, uncovering the meaning of archaeological data is essential. Meaning of archaeological data includes the relationship between a cultural item and others as well as the item's associations, use, and the implications thereof (Hodder 1982:9).

Hodder also addressed the implications of the inherent subjectivity of the construction of past actuality. He went further than Taylor when he articulated the ensuing ethical obligations of archaeologists engaged in such a process:

> As archaeologists we play an active part in constructing people's relationships with their pasts, and so with themselves. As archaeologists we also have a duty to be more aware of this process than most, and to tease apart the construction of the past/present self-relationship (Hodder 2003:3).

Thus, a component of awareness of the researcher's own interests and concerns is an awareness of the contemporary context of the researcher herself.

Similar to Orser's recognition of the balance required between micro-history and meta-narratives, Hodder explains that "the aim is to capture the way [] variables are understood and dealt with (including the contradictions) in the practices and concepts of individual experiences" and using narrative accounts facilitates observation of processes at the small scale "because the macro-processes do not fully account for what is being observed at the small scale" (Hodder 2003:91). For Hodder, "emphasis on narrative is also important because of the public interest in the human scale of the past" (Hodder 2003:91).

Inclusion of the archaeologist within the account of both the micro and meta narrative of the data collection and interpretation process adds another scale of reference to those already required by Binford, Orser, Taylor, and Deetz. For Hodder, the archaeologist's mental process is explained by the concept of "reflexivity," which can be defined as "the back-and-forth, double-edged nature of academic inquiry, in which what we learn about the past is always and immediately bound up with the practices of the present" (Johnson 2010:141).

> The interpretation that works best fits both our general theories and prejudgements and it makes most sense of more data than other interpretations. . . . . There is never a socially neutral moment in the scientific process, but equally socially biased accounts can be transformed by interaction with objects of study (Hodder 2003:73).

Redman argues that reflexivity is also integral in processual archaeology because of its "explicit concern for scientific method and field research designs" as a tool for addressing the subjectivity of data collection and interpretation (Redman 1991:296).

Cultural relativism is an aspirational conceptual tool available to be used to pursue ethical means of construction of the past in the present. It is the doctrine of understanding cultures in "their own terms and contexts *before attempting generalizations*," accepting that "every culture is the result of a long history and that every such history involves a great complexity of events, accidents of history, and interrelation of factors (Lesser 2004:3, 18) (emphasis added). Cultural relativism revolves around an inclusive, non-homogenous view of culture that treats "all peoples equally and with dignity" (Lewis 2014:24). Herbert Lewis describes specific tenets employed in the mental process:

1. When other peoples react differently they do not do so from stupidity or maliciousness;
2. What we consider to be universal, natural, human, the only way—because it is what we do—may be ethnocentric, short-sighted, and just plain wrong;
3. In order to understand why people (any people not just the Other) behave as they do one should try to understand the cultural context as fully as possible;
4. Getting along in the world requires 'a pattern of tolerance and understanding'; and
5. Anthropologists have 'documented the essential dignity of all cultures" (Lewis 2014:58).

To fully understand the context of a culture, the present and the past histories of the culture must be observed (Lewis 2014:17). Todorov defined three overlapping, coexisting, and non-sequential aspects (scales) of the process of making "the past live on in the present" (Todorov 2000:120, 128). First, facts about the past are established, then meaning is constructed from the facts as established, and lastly, the constructed meaning is applied (Todorov 2000:120-21). These three aspects can be expected to apply at the trowel's edge, in the interpretation of excavated material culture, and in the dissemination of the material culture and its accompanying interpretation after the trowel has been put away.

Todorov is not an anthropologist, but his philosophy underpins the concept of reflexivity as I understand it, and it complies with the multi-scale approaches endorsed by Binford, Orser, Taylor, Deetz, and Hodder. "But our knowledge of men must always be incomplete, given that men are animals endowed with freedom. We can never know what they will do tomorrow" (Todorov 2000:25). Awareness of the world and ourselves is handicapped by rendering judgments on other people. "The distinction should rather be made between people's understanding of their own actions: between bad and good conscience, between memories of successes and of failures" (Todorov 2000:73).

In this, Todorov and Hodder (as well as Binford and Orser) are in agreement when Hodder advocates for a reflexive "critique of one's own taken-for-granted assumptions, not as an egocentric display, but as an historical inquiry into the foundations of one's claims to knowledge" (Hodder 2003:6). Hodder and Todorov introduce yet an additional scale to reflexivity by including the recipient of the archaeological research. "One has to make choices about what audiences are aimed at and what messages are to be given. . . . the onus remains on the producer and writer to be reflexive about the impact of 'the text' in the world" (Hodder 2003:20).

Applying the reflexive approach to the archaeology of the LJPSHS comports with the process of reflexivity embodied in the approaches of Todorov and Hodder as well as Deetz's revision of Taylor's conjunctive approach. It recognizes the importance of context for interacting with witnesses of the time and judging the histories written of the time since then. Once this context is no longer taken for granted, then the taken-for-granted assumptions within it can be queried. Todorov's second aspect of making the past live in the present—the construction of meaning—also harmonizes with Hodder. "It is impossible for humans to perceive or explore

a material world without telling stories about it, without reading some tale into the way things happen or are arranged. In this way, material culture is never mute—its' patterning always immediately motivates interpretation" (Hodder 2003:3). It also connects with Orser's admonition to balance microhistory with metanarratives.

For the third aspect—application of meaning—reflexivity and its guide, cultural relativism, can be used as safeguards. "We learn more from our mistakes than from our good deeds. Thanks to them, we can begin to moderate pride with humility—and to see that, very often, the best way of defending our own interests lies in not neglecting the interests of others" (Todorov 2000:xxii).

Interpretation of the material world is governed by our motives, particularly the material world of the historic past to which access is paradoxically restricted yet readily available. "The past is only fertile if we grant that it has to be passed through the filter of abstraction and become part of current debates about justice and injustice" (Todorov 2000:311). The third aspect activates the concept of heritage as described by Jackson. Thus, applying meaning to the past in terms of the present reveals that the concept of heritage will pervade all scales of analysis and process. It can be eliminated from the interaction with neither the archaeological data; the research problem and methodology; the patterning predicted and the variables used to test them; the observations of the data; nor the various scales of theory or analysis utilized—it can only be managed through reflexivity.

CHAPTER THREE: METHODOLOGY

"There ain't any explanations. Not of anything. All you can do is point at the nature of things." (Robert Penn Warren, *All the King's Men*, 1946).

This chapter begins with tracing the abandonment hypothesis of the slave houses at the LJPSHS, including its proposed causes, sources, and dates. The narrative of the abandonment is enduring but variable, and a reflexive approach to it relies on awareness of its permutations. The abandonment hypothesis is directly connected to the introduction of public archaeology at the LJPSHS, and thus it has been used as an "organizing perspective for knowing and experiencing the past" at the LJPSHS (*see* Jackson 2012:22).

It has been explained that "the interpretation of the abandonment zone data motivated us to be more active in contacting members of the descendant communities for both oral and written data they might be willing to share with us" in pursuit of "identifying the people who had lived within the Quarters and investigating how they interacted with other residents" (Brown 2013:Ch. 1, p.15). Thus, the abandonment narrative was integrated in the process by which the archaeology of the LJPSHS was connected not only to the public heritage of the place but also to the private heritage of people associated with it. Brown recruited Carol McDavid to design and implement a public archaeology strategy at the LJPSHS. McDavid excelled in this role (Law and Morgan 2014:1), and recognition of her public archaeology work at the LJPSHS in the 1990s and 2000s continues.

The daughter of a "lifelong newspaperman," McDavid pioneered the use of the newly-available modern media format of the World Wide Web as a means of translating archaeological data and interpretation into public heritage McDavid.[10] The website she created is the most

[10] McDavid is the daughter of George Eugene "Gene" McDavid, a *Houston Chroni*cle executive who retired in 1998 (U.H. Library News: In Memorium: Gene McDavid, July 26, 2018).

publicly-accessible aspect of the Jordan project. Even though it has since become a digital artifact in its own right, the site www.webarchaeology.com remains the de facto representation of the LJPSHS.

Section One: Narrative of Abandonment:

As the narrative has been framed by anthropologists for over 30 years, the descendants of the formerly enslaved are reduced to secondary actors in their own lives. Addressing the abandonment narrative itself places focus on the Jordan descendants, rendering the freed persons mere foils for the story of the bad acts of the Jordan descendants. As a result, this thesis thus focuses on the Jordan descendants and their relationship to the property of the LJPSHS which contained the plantation's slave quarters in order to investigate the historical legal records that have been used to support the abandonment narrative. Correspondingly, data about the formerly enslaved people and their descendants receives little attention.

The abandonment narrative must be explored in its own right in order to explore the abandonment narrative in the context of the data within this thesis. First, the sources of the narrative of the abandonment of the slave houses at the LJPSHS are outlined. Then, the causes assigned for the abandonment are summarized. Next, proposed dates of the abandonment are surveyed, demonstrating a continuous reference to the case of *McNeill v. Masterson*.

The most common *non-archaeological data* source for the narrative of abandonment of the slave houses at the LJPSHS is the *McNeill v. Masterson* lawsuit, first introduced by a Jordan descendant, then reformed as a supporting historical record. The narrative of the abandonment was first written in Doreen C. Cooper's 1989 unpublished thesis which incorporated fieldwork from 1986 to 1989. Cooper wrote that "it was learned that some of the former slaves had

testified on behalf of" one group of Jordan descendants in two lawsuits against another group of Jordan descendants, but the group against whom they testified prevailed in court (1989:29).

As a result of the lawsuit, the group of descendants against whom the formerly enslaved witnesses testified were awarded the portion of land with the plantation house "including the slave/tenant farmer quarters" (Cooper 1989:30). Cooper explained that "it is now believed that it was in retribution for this court testimony that the tenant farmers were forced to leave (*which we had been told by Jordan family descendants*, was in the middle of the night, literally at gunpoint)" (1989:30) (emphasis added). Thus, "this historic event forms the hypothesis for archaeological testing for abandonment at the tenant farmer quarters on the Levi Jordan Plantation" (Cooper 1989:30).

Sources of the Abandonment Narrative

Other written sources of the abandonment narrative either cite directly to Cooper or their citations are daisy-chained through other written sources back to Cooper's 1989 thesis. Thus, it can be considered both the original *and* current source for written narratives of the abandonment. Oral narrations of the abandonment usually do not cite Cooper's 1989 thesis. Instead, they draw from the tradition of storytelling in which the authority of the story-teller is recognized by the act of listening. However, co-existence of contradictory written and oral narratives of the abandonment complicates the representation of the archaeological data as a source for making the past live in the present at the LJPSHS.

While oral versions of the abandonment narrative remain consistent the version contained in Cooper's 1989 thesis, written sources show a shift in the source of the abandonment narrative from the Jordan descendant to the archaeological data itself and historic research. In a 2013 technical report prepared for the Texas Historical Commission (THC) with the assistance of

Carol McDavid's Community Archaeological Research Institute, it was written that, as a "direct result of the unique archaeological deposit created in the Quarters by its rapid, possibly forced abandonment of many of the cabins, the cabin area was given a higher priority, and relatively little excavation was conducted in the vicinity of the main house" (Brown 2013:Ch.1, p. 3). It was explained that one of the "major goals by this point was to put Africans and African Americans back into this plantation's history" (Brown 2013:Ch.1, p. 8). As a result, "African American and European American descendants from the Jordan Plantation Community . . . began to play a more active role in framing the research questions and interpretations (Brown 2003, 2004)," but information provided by descendants was said not to have contributed to the interpretation of the abandonment deposit (Brown 2013:Ch. 1, p.11):

> It should be pointed out, however, that not all of the information provided to project personnel by descendants has been incorporated into the 'academic' interpretations. One example would be the highly contested archaeological evidence relating to the rapid, possibly forced abandonment of the Quarters community by the residents during the 1880s. Despite a lack of historical documentation and the statements of several of Jordan's descendants to the contrary, this continues to be an important interpretative statement for many members of the project (Brown 2013:Ch. 1, p.11).

The report repeated that "the abandonment episode was not . . . related to us by members of any of the descendant families" (Brown 2013:Ch. 1, p. 14). Instead, the "artifact and soil patterns" combined with "historical research" led to the interpretation of the abandonment episode (Brown 2013:Ch. 1, p. 14). The shift to the archaeological record is also included in a chapter entitled, "Archaeological Methodology and the African American Past: A Comparative Study of Four Plantation Quarters Sites, 1780-1964," in the multi-author guide entitled "African

American Archaeology in Texas: A Planning Document," which was also prepared with the Community Archaeology Research Institute, Inc., in 2013. This chapter simultaneously includes and excludes historical records:

> Ultimately, the artifacts and artifact contexts recovered from within this . . . zone demonstrated clearly that residents abandoned the cabins, possibly suddenly, leaving a vast majority of their possessions behind (Brown and Cooper 1990; Brown 1994; 2001; 2004; 2005; Cooper 1989). However, this *abandonment episode was not mentioned in any of the known historical records, nor was it related to us by members of any of the descendant families (white or black).* Despite this, the abandonment interpretation continued to be supported, throughout the excavation and historical research, and no contradictory evidence has ever been offered against the sudden, probably forced, abandonment of the quarters by its African American residents. Even so, a few of the Jordan descendants continued to assert that their ancestors would not have forced the residents to leave, and some even believed that we had planted that evidence during our investigations (Crosland 1996). Fortunately, for our continued excavation, most of the other Jordan descendants supported our work, and we were allowed to continue (Brown: 2013b:133) (emphasis added).

This shift was already present in 2001 in the article entitled "Interwoven Traditions: Archaeology of the Conjurer's Cabins and the African American Cemetery at the Jordan and Frogmore Manor Plantations," which stated that no "members of the descendant families (black or white) have any information concerning such an event" (Brown 2001:100).

In this context, the abandonment narrative seems to be an assertion that a characteristic of the past is identifiable in a characteristic of the archaeological record based on "artifact and soil

patterns" combined with "historical research" even though it is "not mentioned in any of the known historical records" (*see* Brown 2013, 2013b). In Binford's words, it is an interpretative argument that functions to document a specific event. As a knowledge claim about the meaning of an archaeological observation, it posits an unambiguous, single-contingency cause for the archaeological data at the LJPSHS.

Thus, "an incredibly rich and possibly unique archaeological deposit" is interpreted to show that the slave houses at the LJPSHS "appeared to have been suddenly abandoned with the residents taking very few of their personal belongings with them" (Brown 2013:Ch.1, p. 5) (citing Cooper 1989; Brown and Cooper:1990; Brown:1994, 2005). Similarly, "the artifacts and artifact contexts recovered from within [the abandonment zone] have been interpreted as demonstrating that residents abandoned the cabins, possibly suddenly, leaving a vast majority of the possessions behind" (Brown 2013:Ch.1, p. 5) (citing Cooper 1989; Brown and Cooper 1990; Brown 1994, 2001, 2004a, 2004b, 2005).

Causes of Abandonment

The 2013 technical report is more circumspect about the relationship of the lawsuit to the "rapid, possibly forced abandonment" than earlier written accounts (Brown 2013:Ch.1, p. 3). References to the disputed testimony in the lawsuit are omitted, but the same group of Jordan descendants is assigned responsibility for driving away the formerly enslaved people and their descendants believed to be occupying the slave houses at the LJPSHS after Emancipation ((Brown 2013:Ch.1, p. 33-34). One of the formerly enslaved witnesses from the court case is mentioned but only in the context of his marriage (an event unrelated to the court case) (Brown 2013:Ch. 1, p. 23). Instead, a combination of historical circumstances that resulted in abandonment of the slave houses are articulated:

- Crimes committed by a group of Jordan descendants against formerly enslaved people and their descendants living in the slave houses as tenants;
- Racist views held by Jordan descendants;
- Change in land use at the LJPSHS from farming to horse racing; and
- Farming-related indebtedness secured by personal property to a group of Jordan descendants because of poor harvests (Brown 2013:Ch.1, p. 33-34).

In light of these combined forces (all of which are connected to the group of Jordan descendants who divided the property after the lawsuit), "the only legal way that members of the community could get away from the [the group of Jordan descendants], as well as their debt, was to leave all of their personal property behind in their cabins" (Brown 2013:Ch. 1, p. 33).[11] The lawsuit is referenced as the means by which the group of Jordan descendants took possession of the plantation after another group of Jordan descendants was "removed from that position by the courts in 1888" (Brown 2013:Ch. 1, p.33).

The archaeological record of the sudden departure by the formerly enslaved people at the LJPSHS coupled with insufficient opportunity to take their belongings with them is thus explained:

> While the Martins could have sold these items in order to satisfy the debts owed to them, it is clear that they did not do so. However, they also prevented anyone from returning to remove this personal property, as the archaeological evidence strongly supports the observation that the doors had been padlocked (at six locked padlocks were found, all roughly positioned where they would have fallen as the doors rotted away). As the brick

[11] Two exceptions are identified:

> The only African Americans from the Quarters known to have continued to occupy the area after 1887 were the family members of Claiborn and Hester Holmes, and they lived near the main house. Hester served as a domestic servant for McWillie Martin and his family, while Claiborn and other members of the family worked on the plantation (Brown 2013:Ch. 1, p. 34).).

buildings began to collapse, and the roofs and floors decayed, the artifacts remained in close proximity to where they were left (Brown 2013:Ch. 1, p. 34).

Martha Doty Freeman, a historian, was tasked by the State of Texas after it acquired the LJPSHS property to "provide an economic, social, and cultural context" for the LJPSHS (2004:7). She interpreted the role of the testimony of formerly enslaved witnesses differently. "Much has been made of the fact that two freedmen . . . were called as defense witnesses and that their testimony may have elicited a violent reaction" from one of the descendant groups (Freeman 2004:134 n.83). Instead, she believed that they testified in a different case "*on behalf*" of both groups of descendants (Freeman 2004:134 n.83) (emphasis in the original). Freeman's use of the phrase "much has been made" indicates that by 2004 the role of the witnesses in the court case in the abandonment narrative had become a part of a discourse on the LJPSHS that extended beyond the pages of scholarly works.

While not an outright adoption of the abandonment narrative, Prewitt and Associates, Inc., (PAI) nodded in its direction. PAI wrote that freedmen worked on the LJPSHS as "wage laborers or sharecroppers" after the Civil War until Jordan's death in 1873 "eventually led to a split between the descendant families . . . that would put the plantation in further decline and cause the freedmen to leave forever" (McWilliams 2013:9-10).

Dr. Ayana Flewellen also drew from the abandonment narrative: "Brown and Cooper (1990) propose that the tenant farming households essentially abandoned their cabins largely due to the threat of racial terror brought on by the descendants of the Levi Jordan family" (2018:61). But she qualified her reliance on it: "Regardless of the reason, abandonment of the quarters appears to have happened circa 1888" based on the earliest last deposition date of artifacts in the

THC database from the most extensively excavated structures in the quarters at LJPSHS[12] (Flewellen 2018:61).

Dating the Abandonment

Cooper used the date of 1891 for describing a possible timeline for the formation processes of the archaeological record at the quarters of the formerly enslaved, writing: "In the years after *1891* and prior to 1913 there was at least one major hurricane which blew the roof off the main plantation house (which, according to Jordan descendants, is when many plantation records were lost) and which would have undoubtedly affected the abandoned slave quarter buildings (1989:32) (emphasis added). Cooper's thesis acknowledged that "there very possibly were planned abandonment episodes at this plantation site which occurred before the hypothesized, forced and rapid abandonment in the 1890s," such as departure in search of reunification with lost relatives (Cooper 1989:15).[13] She concluded with a final reference to the 1890s: "This thesis has made it especially clear that most of the behavior reconstruction and interpretation that will be done will relate to the 1890s abandonment of the site" (Cooper 1989:93).

In an article co-written by Cooper with Brown in 1990, it is explained that "acrimonious litigation" ended about 1890 or 1891, resulting in the division of the part of the plantation that contained the Jordan residence and slave quarters between members of one of the competing

[12] Structures used were I-A-1 ("Church/School/Praise House"), 1-A-2 ("Elder's Cabin"), I-B-3, II-A-1 ("Quilter's Cabin"), II-A-2 (identified by Brown as storage), II-B-2 ("Munitions Maker/Hunter's/Button Manufacturer's Cabin"), and II-B-3 ("Seamstress' Cabin") (Flewellen 2018; *see* Brown 2013). Thus, this list does not include any structures from Blocks III or IV, and it excludes several structures in Blocks I and II.

[13] This standpoint is supported by historical records. In a letter addressed to "Jim Modkins (fmc) on Jordan's Plant." from July 1868, the Freedmen's Bureau sub-assistant commissioner in Columbia, Texas, wrote:

> Jane McNele (fwc) complains that you have her children and will not give them up. You will deliver them to her when she applies for or finds them, and have nothing farther [sic] to do with them (Freedman's Bureau Field Office Record, Courtesy of the Brazoria County Historical Museum).

He continued with a warning, "Should you refuse to obey this order I shall find the sheriff to arrest you and you will have to pay the costs" (Freedman's Bureau Field Office Record, Courtesy of the Brazoria County Historical Museum). The children's names are listed as Addison and Marshall (Freedman's Bureau Field Office Record, Courtesy of the Brazoria County Historical Museum).

groups of Jordan descendants in the lawsuit (1990:9). "The quarters were occupied from their construction beginning late in 1848 through their forced abandonment in 1891" (Brown and Cooper 1990:9). A specific date is again credited to a descendant source, and this time the date is limited to an even more concise time period:

> A large percentage of the artifacts thus far recovered represents the preserved remains of possessions abandoned by the occupants as they were forced to leave. The historical documents do not indicate exactly when this abandonment occurred. Several lines of evidence—including *family oral history* and two civil court cases, however, suggest that it happened sometime late in 1890 or early in 1891. This forced removal has resulted in the preservation of an important set of artifacts representing items that were hastily abandoned by their owners (Brown and Cooper 1990:10) (emphasis added).

This information is reiterated in the context of writing about the formation process.

> Oral history and archaeological data both suggest that for a time the cabins were allowed to deteriorate naturally. The wooden floors of the cabins decomposed and collapsed onto the ground below, while soil, brick fragments, and organic refuse built up over the deposits dating from their forced abandonment (1890-1891) until 1913. Based upon the family's oral history, in 1913 the owner of the quarters area contracted with a developer to remove the bricks from the walls of the quarters. Bricks were salvaged to the base of the foundation trench in some areas, but usually the removal process stopped at or just below the original floor level. (Cooper and Brown 1990:11).

In 1994 court records were used to furnish the names of the contestants and two witnesses in the infamous lawsuit. However, the dates of the abandonment begin to vary. This

variation might be due to the duration of the case of *McNeill* v. *Masterson*, which lasted from the late 1880s until the early 1890s.

> This system [a combination of wage-only laborers and tenant/sharecroppers] ended in 1892, when four of Jordan's great-grandsons . . . took sole possession of the northern portion of the plantation, divided it among themselves, and evicted the tenant/sharecropper families from their quarters. This eviction appears to have been the result of a court case which involved the McNeills and the Martins. During this case, two of the tenant/sharecroppers (both of whom had been slaves on the plantation) testified against the Martins. Once the case was settled in favor of the Martins, they appear to have exacted a tremendous price for this testimony. The eviction took the form of removing all members of the tenant/sharecropper community without their being permitted to take any of their possessions with them. (Brown 1994:97-98; *see* also, 1994:96, 99 ("forced abandonment in 1892"); 1994:102 ("forced to leave in 1892")).

Additionally, the 1994 article identified at least two families who moved from the Quarters at the LJPSHS prior[14] to the proposed forced abandonment—the first in 1872 and the second at an indeterminate date. Other family departures are alluded to but not described:

> Historical and archaeological evidence indicates that the plantation's blacksmith and his family were able to move off the plantation in 1872. While this family was not the first to leave the plantation, it was the first to leave after purchasing land—360 acres (later reduced to 120 acres through non-payment of the loan)" (Brown 1994:107, 118) (footnote that references to "Fanueil Family Research Notes" on file at the UH

[14] McDavid made a similar observation on www.webarchaeology.com: Former occupants "were probably leaving the Jordan place before 1890" for "homes of their own" (McDavid 1998: The Abandonment Question).

> archaeology research lab and transcripts of interviews of the same family by UH graduate student Cheryl Wright not included in quote).[15]

The other family identified as land purchasers prior to the proposed date of the abandonment event was the family of one of the witnesses to the lawsuit. The witness is said to have continued to reside at the LJPSHS quarters even though his wife had moved down the road into the nearby town of Brazoria:

> The second family to purchase land, though not move off the plantation, was the carpenter and his wife, a seamstress. The seamstress moved into the town of Brazoria and opened a small shop, while the carpenter remained on the plantation, ultimately becoming ranch foreman (Brown 1994:107, 118) (omitted footnote references "John McNeill Family Research Notes" on file at the UH archaeology research lab and "J.C. McNeill Ledgers," copies of which were on file at the same location).[16]

J.C. McNeill was a Jordan descendant involved in the lawsuit. The entries from the J.C. McNeill ledgers included in the 1994 article cover payments from 1874 to 1876 (Brown 1994:105). The absence of records after 1876 in the article indicates that the plantation ledger entries did not go past 1876. Regardless, the date of abandonment was set at 1892 at the conclusion of the lawsuit (Brown 1994:97-98).

Accordingly, a thesis from 1994 used the same date tied to the lawsuit—1892 (*see* Bruner 1994). A subsequent thesis used either 1892 or dates within the three-year period between 1885

[15] These files were not reviewed by the author. County deed records show that Martha and Isaac "Faniel" purchased 200 acres from D.F. Rowe for $1400 (in the form of two notes for $700) in 1887 with a vendor's lien (Deed Records 1888). This land was in the Mims League, and it bordered a tract of 78 acres previously conveyed by J.C. McNeill and his wife to Harris Masterson (Deed Records 1888). Their last name has been spelled in different ways in multiple legal documents—Flannel, Fannel, Fanuel, etc.—but at least a part of this tract of land remains designated by Isaac's name on current county maps (Brazoria County Records).

[16] These files were not reviewed by the author.

and 1888 (*see* Garcia-Herreros 1998). A similar variation in dates for the hypothesized abandonment event is observed in the 2013 technical report:

- the 1880s (Ch.1, pp. 4, 11,14,),(Ch. 6, p. 3);
- 1886 (Ch. 7, p. 1);
- 1887 (Ch. 1, pp.34, 40), (Ch. 3, p. 3), (Ch.6, p. 5), (Ch.7, pp. 2, 5); and
- 1887-88 (Ch.1, p. 19), (Ch. 7, p. 2).

In this report, the early 1890s are occasionally cited but only indirectly in reference to the proposed abandonment. For example, "removal of the bricks from the walls likely occurred between 1890 and 1913" (Brown 2013:Ch. 2, p. 5).

Section Two: Engaging the Narrative of Abandonment

The narrative of the forced abandonment of 40-year-old slave houses in the late 1800s by freed people at the hands of a group of young men descended from Levi Jordan depends on certain empirical generalizations. Reliance on Jackson's model for reflexive construction of the past in the present to the LJPSHS instead allows one to see "how Americans of African descent developed ways of living in antebellum plantation spaces and created a future for their communities and families" at the LJPSHS from the data at the LJPSHS (microhistory) (*see* 2012:25; Orser 2015). As a model for the process of the creation of heritage (i.e., making the past live in the present), Jackson's approach sponsors a reflexive position for the examination and presentation of the data at the LJPSHS (*see generally* Todorov 2000).

This model uses heritage as an "organizing perspective for knowing and experiencing the past" from three perspectives (2012:22-23). A perspective is a vantage point while an assumption is a conclusion—a vantage point enables observation and engagement while a

conclusion discourages it. Jackson begins with the perspective of "critiquing issues of categorization that posit plantations, plantation communities, and enslaved laborers as static (fixed in time) and monolithic" (2012:136). In contrast, the abandonment narrative begins with an assumption that the formerly enslaved people and their families at the LJPSHS had elected (or had no option but to) to remain in the structures and site of their enslavement for a quarter-century after Emancipation. Jackson next calls for "critiquing interpretations of enslaved Africans as powerless and without agency, particularly in terms of correcting their future and that of their descendants" (2012:136). In comparison, the abandonment narrative assumes that the freed persons at the LJPSHS had no power to resist the Jordan descendants and the Jordan descendants were capable of forcing them out of the slave houses (but only just past the plantation's boundaries).

The third perspective offered by Jackson calls for "conducting active and ongoing interpretations of antebellum and postbellum plantations as dynamic sites of history and heritage, particularly in terms of labor roles and responsibilities and family and community relationships and associations that span local and global boundaries" (2012:136). The third empirical generalization of the abandonment narrative treats the event of abandonment as a static event of the past that may have been hidden or at least omitted from the historical and ethnographical record, hence the absence of evidence of it in it the historical and ethnographical record is transformed into support for it. In effect, the abandonment hypothesis becomes unassailable.

Section Three: Problem Statement

The problem statement is as follows:

If the case between groups of Jordan descendants was an adversarial division of rights to the LJPSHS, including the slave quarters, then could the evidence of a sudden departure from the former slave houses at the LJPSHS be found in the records of the case?

Chapter Four consists of an analysis of the case of *McNeill v. Masterson* as a proposed cause for the abandonment as well as a means of dating the abandonment deposit identified in the archaeological record. This part was produced by a review of the case, including the case record, as well as additional documents. To present the results of the review, I followed the framework of a legal case note—a detailed examination of a single court case. This structure, used in legal journals, is familiar to me because of my legal background and training.

However, I relied on anthropological theory to orient the case to the abandonment narrative instead of focusing on the application of the law to the facts of the case, as is generally done with a case note written for a legal audience. I used the model outlined in George E. Marcus' 1988 article, "The Constructive Uses of Deconstruction in the Ethnographic Study of Notable Families," to explain the relationship of the parties in the case to each other and the LJPSHS. Legal aspects were identified and explained if they were essential to understanding the lawsuit, but the social structure found within the case was more essential to addressing the case as it relates to the interpretation of the abandonment narrative.

Chapter Four also examines the records of chattel mortgages and criminal cases involving the Martin brothers. These two groups of data have been used as support for the abandonment narrative, being listed as "crimes committed by a group of Jordan descendants against formerly enslaved people and their descendants living in the slave houses as tenants" and "farming-related indebtedness secured by personal property to a group of Jordan descendants because of poor harvests" (*see* Brown 2013:Ch.1, p. 33-34).

Section Four: Measuring Ethnographic and Historical Data

Historical and ethnographic data were obtained within certain constraints. I used only existing sources. No oral interviews were conducted. I live in the area, however, and while informal oral informants were not solicited, they were not ignored, either. Many of the written records used were primary source legal documents from governmental archives as well as materials from libraries and museums. These legal records are publicly available, having entered the public records as part of a court case or the recording of a property right, such as a deed. I believe in the power of writing to preserve the thoughts of recorders, or at least the thoughts they thought that they wished to be available. Some of these records contain thoughts which were once widely held but which are no longer commonly written today. Some were created under penalty of perjury, a risk which some likely disregarded.

Some of these data sources contain written statements of individuals, and thus they resemble ethnographic data. At the same time, they are written documents which share characteristics with written histories. Either way, they contain the same potential biases and errors of other works that attempt to record the present for purposes of the future. Finally, the existence and preservation of these written documents demonstrate that they are themselves historical artifacts. As with other historical artifacts, completeness or accuracy should not be presumed, and interpretation is dynamic.

Making the past live in the present through historical documents is no less a process of selection and chance than with using witnesses and history. Selection is purposeful. "As we make such choices, we also discriminate between traces and rank them in terms of their importance; some will seem central and others only marginal" (Todorov 2000:121). The choices made in the reviving facts of the past in the service of history are thus actually commemorative

in their exclusion. Bringing history into the present through ethnography is also subject to luck because "whether we like it or not, we can't choose what to forget or to remember" (Todorov 2000:120). Consequently, even the most accurate record can be faulty because of something forgotten, lost, or hidden.

Todorov provides a framework for evaluation of ethnographic and historical information employed in the present as a representation of the past. In describing the processes of establishing facts to understand the past in social terms of the present, Todorov distinguished between the qualifications of the languages of testimony, commemoration, and history. Each of these three kinds of language should be evaluated in its own right. Thus, identification and awareness of the kind of language being employed by a source serves as a tool for an approach within cultural relativism.

Language of Testimony

Testimony is the language of private heritage shared in the public sphere. "We require testimony only to be sincere, and we should not take a witness to task for human fallibility" (Todorov 2000:204). The language of testimony and the personal recollections which it uses is an individualized memory of the past recounted in the present.

> Testimony is the type of discourse that arises when we summon up memories and, by shaping them, give meaning to our own life and construct our identity. Each of us is the witness of our own life, and we build our picture of it by suppressing some of its events, by retaining others, and reshaping or adjusting yet more. . . .The beneficiary of such work is the individual: memory helps us to live a little less badly and adds to our mental comfort and sense of well-being (Todorov 2000:129).

It is neither true nor false, but when combined with the language of history, it provides context to history because it allows for "sharing the experience of the people involved" (Todorov 2000:132).

Todorov explained that the language of testimony is complementary to the language of history:

> There would seem to be a complete contrast between *testimony* (of one's own life) and *history* (of the world of others), with the former serving an individual interest and the latter serving the quest for truth. However, a witness may consider that his or her own memories merit a place in the public realm, because they may contribute not simply to his or her own development but also to the education of others. At this point there arises a "document," which may compete for public attention with historic texts proper. Historians often have reservations about testimonial literature. Not only do they attract lots of readers, but until they have been examined with the tools of historical scholarship (which often proves impossible), they have little truth value. Witnesses, for their part, mistrust the historians—because they weren't there . . . . This undeclared war could be settled, all the same, if we could grant that testimony, even if [it] does not respect the criterion of truth in the way that history must, nonetheless enriches historical discourse (Todorov 2000:130) (emphasis in original).

Language of History

In comparison, "history surely cannot abandon its commitment to 'the cold and naked truth'" (Todorov 2000:204). Todorov delineated two complementary veins of truth. "In establishing facts, we use 'truth' to mean *equivalence* or *correspondence* between an assertion and the thing that happened . . . . But in judging a work of history, we use 'truth' to signify the

power to unveil the underlying meaning of an event" (Todorov 2000:122) (emphasis in original). These two kinds of truth are measured by two different standards. "Facts can be right or wrong, but meanings are constructed by the writing subject and may change" and a "given interpretation may be untenable, that is, it may be refuted, but there is no absolute degree of truthfulness at the other end of the scale" (Todorov 2000:123). Thus, "no knowledge can ever be claimed to be absolute and definitive, for the very claim deprives it of the status of knowledge and turns it into an act of faith" (Todorov 2000:24).

According to Todorov, self-awareness renders humans "constitutionally double, since there is always a part of the human mind that is reflecting on the rest of it and thus not subject to that same reflection" (Todorov 2000:123). The duality driven by self-awareness is "what makes people able to act freely, and it is also the basis for the human drive toward interpretation" (Todorov 2000:123).

Todorov equated knowledge-based empathy with humanity. "Humans fulfill themselves as humans by developing their powers of interpretation. The more they try to understand the world, the more they understand themselves, and the more fully human they are" (Todorov 2000:123). The search for fulfillment applies to myself and my research of the LJPSHS.

Language of Commemoration

The commitment of the language of history to the truth can accommodate the language of testimony, but it is antithetical to the language of commemoration because commemoration has no allegiance to truth, even though it mines the same data as history.

> Like the witness, the commemorator is pursuing his or her personal interest; but in common with professional historians, celebrants operate in the public sphere and aspire to irrefutable truthfulness, as far removed as possible from the unreliability of personal

> accounts. . . . Memory, in the sense of mental traces, only ever belongs to an individual; collective memory is not memory at all, but a variety of discourse used in the public arena. It serves to reflect the image that a society, or one of its constituent groups, wishes to give of itself" (Todorov 2000:132).

The language of commemoration is a product of extraction. "While history makes the past more complicated, commemoration makes it simpler, since it seeks most often to supply us with heroes to worship or with enemies to detest; it deals in desecration and consecration" (Todorov 2000:133)

CHAPTER FOUR: *MCNEILL* V. *MASTERSON*

I asked myself: If a man needs money, where does he get it? And the answer is easy: He borrows it. And if he borrows it, he has to give security.

(Robert Penn Warren, *All the King's Men*, 1946).

The lawsuit of *McNeill* v. *Masterson* and the cases that provide context for it do not support the abandonment narrative—no record of eviction of tenants living within those quarters is contained within documents associated with these lawsuits. They do demonstrate the decades-long relationship of dependence that the Jordan descendants had with Harris Masterson—a character whose absence from the present-day narrative of the LJPSHS is as astonishing as his involvement in the LJPSHS in the late 1800s and early 1900s. In fact, the relationship with Masterson led to a series of events in the early 1900s which probably served as the nucleus of the family story that formed the basis for the narrative of abandonment as an interpretation of the archaeology of the quarters at the LJPSHS.

In the current narrative of abandonment, the case of *McNeill* v. *Masterson* and its associated lawsuits were the catalyst for abandonment because they enabled one group of Jordan descendants to take possession of the LJPSHS from another group of Jordan descendants, who were "removed from that position by the courts in 1888"[17] (Brown 2013:Ch. 1, p. 33).

[17] Following is an excerpt from the 2013 Technical report:

> *James and Calvin McNeill continued to oversee the property until being removed from that position by the courts in 1888.*
>
> Historical records suggest that two of the Martin grandsons, Royal and his brother McWillie *had an almost immediate impact* on the plantation's Quarters community. According to criminal court records in April and May of 1887, Royal and McWillie were charged with one count of first-degree murder and at least two counts of assault with intent to murder (Justice's Docket [criminal] Case #s 460, 472, 1904). The plaintiffs in each of these cases were African Americans who appear to have been residing within the Quarters community at the time the incidents occurred. These cases were summarily dismissed by the Court in Brazoria County. It is likely that these violent criminal acts, combined with the Boys' extreme racist views (Wright 1994), helped to trigger the final, sudden abandonment of the tenant community. Other criminal and civil court records suggest that the Martin Boys may have been interested in changing the function of the plantation from the production of cotton and other crops and the leasing of land to the tenants and sharecroppers, to the breeding and training of race horses (District Court, Galveston County, case #16929). If such a shift were occurring, this would have eliminated the need for a majority of the plantation's

Therefore, the case is supposed to have provided the most critical of a series of historical events leading to the abandonment. Before the formerly enslaved people and their families could be forced to "leave all of their personal property behind in their cabins" to escape their debts (Brown 2013:Ch. 1, p.34), the avenging group of descendants had to get control of the LJPSHS:

> It would appear, then, that a combination of the Martins' violence (directed at community members), their apparent desire to alter the function of the plantation from farming to racehorse breeding, the chattel mortgages, and poor harvests led to the abandonment of the Jordan Plantation Quarters area, by the African American community. We believe that *this occurred in 1887 shortly after the aforementioned court case*, which would have undoubtedly created an uncomfortable situation for anyone living in the Quarters (Brown 2013:Ch.1, p. 34) (emphasis added).[18]

In short, the theory to be tested was whether the case of *McNeill* v. *Masterson* (and/or its associated cases) support/s the abandonment hypothesis. The following test was be used: If the case supports the abandonment hypothesis, then facts about the forced eviction will be found within their case records. The results would be simple ("yes, they do," "no, they do not," and/or "maybe"), but the process was far from simple.

However, I had the benefit of proximity (I live and work in Brazoria County). I used deed records, case records, docket minute entry books, commissioners' court records, newspaper articles, and ethnohistorical records from archives, libraries, and the Brazoria County Historical

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> African American population—either as laborers or tenants. This alone could have led to the "abandonment" deposit found in the Quarters – there was less of a need for on-site labor (Brown 2013:Ch.1, p.33) (emphasis added).

The report then discusses evidence found in the records of chattel mortgages.

[18] Two exceptions are identified:

> The only African Americans from the Quarters known to have continued to occupy the area after 1887 were the family members of Claiborn and Hester Holmes, and they lived near the main house. Hester served as a domestic servant for McWillie Martin and his family, while Claiborn and other members of the family worked on the plantation (Brown 2013:Ch. 1, p. 34).

Museum, the curator of which was particularly invaluable. Although I have legal training, there were multiple areas of the law within these cases with which I had only superficial knowledge and/or little experience. In those instance, I have relied on Google, legal treatises, law review articles, and conversations with other attorneys, especially T. Picard.

One of the most important factors for this thesis was access to information. The author benefits from the exponential growth of the availability of primary source data from reputable historic databases and providers on the internet, including local and state government records. Even when archival data has been unavailable online, the Texas Archival Resources Online (TARO) finding aid has enabled me to identify and navigate archives online in order to identify records relevant to the research problem. These resources were much more difficult to access when the LJPSHS was first excavated in the 1980s; some of them have only become available online within the last year. It is likely that much more information is just below the surface, soon to be scanned and indexed for the benefit of future researchers.

Historical data from primary sources such as legal archives and publications of the time were examined for the information written within them; identification of their authors, creators, and affected parties; and their relationship to the LJPSHS as well as the gradual process by which Masterson became interwoven with the property and people of the LJPSHS. "Even documentary evidence requires intuitive familiarity with the context if it is to be correctly interpreted" (Todorov 2000:211). I looked mostly at county-level records from Brazoria County with the exception of the Harris County district court case record for *Masterson* v. *Masterson* as well as the appellate record. I did not review cases from Galveston County because of the volume of cases and time limitations.

There are several kinds of courts in Texas counties, and records from each court are maintained by different offices within each county. The district court has jurisdiction over civil cases above a threshold dollar amount, cases involving title to land, contested elections, contested probate matters, and felony criminal cases. The office of the district clerk maintains the records of the district court. Legal records maintained by the Brazoria County District Clerk were accessed using the online database, which is publicly available in the Brazoria County Law Library at the courthouse. Also, the original physical copies of historic district court records from the 1800s are maintained by the Brazoria County Historical Museum, located next door to the courthouse, and the museum staff made them available in person and in electronic scans. Harris County historical district court cases were downloaded from the Harris County District Clerk's website.

The next kind of court is the constitutional county court, which has jurisdiction over civil cases below the threshold dollar amount for district court, uncontested probate cases, misdemeanor criminal cases, and appeals from justice courts. The county clerk maintains the records for the county court *and* maintains public records such as deeds. Records from the Brazoria County Clerk such as the records of chattel mortgages were accessed in person, and deed records were accessed online through the County Clerk's website.

Justice courts have jurisdiction over small claims, civil actions below a certain dollar amount threshold, and criminal misdemeanor cases which are punishable only by a fine. Unlike records of the district and county courts, records from the 1800s from the justice courts are more difficult to obtain. Where used in this thesis, the justice court records were usually located because the case in justice court had been appealed to county court or incorporated into the case records of a district or county court case. When a case from a justice court is appealed, it is tried

anew in the county court, and a case thus appealed from a justice court can have at least two sets of records.

The following conventions were used for county records: Case records for unpubished papers are cited with the court name when first used (Brazoria Co. Dist. Ct. No. ###), and subsequent citiations will then be to "(Case Records ####)." Deed records are cited by year (Deed Records YEAR). General county records are cited as "(County Records)."

In addition to Brazoria County legal records, I also obtained records for some cases which had been appealed to a Texas court of appeals or the Texas Supreme Court. Records for these courts are maintained by the Texas State Archives in Austin, Texas, and photocopies of them were obtained through email requests delivered by mail. Finally, I located a number of case-related documents in the Harris Masterson papers on file with the Woodson Center at the Fondren Library at Rice University in Houston, Texas.

Masterson served as a district judge in both Harris and Brazoria County. His personal papers contain filings borrowed from the clerks of both counties, including what appears to be Levi Jordan's original probate case file. In this context, it is unwise to assume that I have located all of the legal records related to Masterson and the Jordan descendants, but I am relatively confident that I have located most of their Brazoria County legal records. Cross-references to cases found in judgments filed in deed records and execution books were worked out on a general timeline to identify missing links.

Due to the volume of materials used in this section, the chances are good that I have made errors. If so, the errors are my own and not the fault of anyone who has been kind enough to assist me. That said, I am confident that the records of these cases do not support the

abandonment hypothesis or the narrative of abandonment in the interpretation of the archaeology at the LJPSHS.

Section One: *J.C. McNeill, C.P. McNeill, Willie Martin, and R.F. Martin, Jr.* v. *Harris Masterson*, 79 Tex. 670, 15 S.W. 473 (Tex. 1891), Harris Co. Dist. Ct. No. 13679, Brazoria Co. Dist. Ct. No. 4333.

McNeill v. Masterson lasted from 1889 until 1891—the timeframe of the case is the most likely source of the timeline attributed to the abandonment narrative since the story became a part of the archaeology in the 1980s. After the case took its final form in a Harris County district court in Houston as the result of a motion for change of venue in Brazoria County District Court Case No. 4333, the pleadings and evidence from closed and pending cases eventually produced a 270-page case record (Harris Co. Dist. Ct. No. 13679). The Harris County district court's ruling was appealed to the Texas Supreme Court, which affirmed it. The main question within the case was whether the executors of Levi Jordan's estate were required to pay the proportional share of a member of group of descendants who were given $5000 in gold by Jordan's will.

Harris Masterson was a named party to the case at all levels—he was the plaintiff who brought the dispute to the court by suing J.C. McNeill as well as McNeill's two nephews, Will and R.F. Martin. The case record and other archival documents explain how Masterson obtained standing to bring a case based on the division of Levi Jordan's estate by Jordan's grandchildren (the McNeills) and great-grandchildren (the Martins). Masterson's interest in the LJPSHS after the case was decided and appealed helps explain how part of Jordan's plantation remained intact until it became the LJPSHS. Although the LJPSHS archaeological project has addressed the rift that opened between two groups of Jordan descendants (the McNeills and the Martins) after this

case, Masterson's role has been overlooked except in two instances.[19] Acknowledging Masterson's role in the case opens a pathway to ethnohistorical records that show Jordan descendants (the Martins) interfering with the property rights of formerly enslaved people and their own descendants, but not as proposed by the abandonment narrative.

Background

Two of the McNeills were tasked by Jordan's will to administer his estate from his death until the four Martin brothers became old enough to receive the $5000 in gold promised by the will. When the first of the Martin brothers used his future interest in the inheritance to borrow money from Masterson, the McNeill's paid Masterson that brother's share ($1250). Later, when the second Martin brother did the same, the McNeill's refused to pay and this lawsuit was the result.

Article Five of Levi Jordan's will read as follows:

> I give and bequest to my Grand Sons James C. McNeil[20] and Charles P. McNeil ($5000) Five Thousand Dollars (Gold) to hold in Trust for the following purposes "to wit"—To be put at interest—The interest thereon to be paid annually in Gold to my daughter Emily McNeil during her lifetime and at her death the said Sum is to be kept at interest, and the interest is to be applied by said Trustees to educating the children of my Grand daughter Ann R. Martin, during their Minority. The said Sum of $5000.00 is to be equally divided when said children, the share of each to be paid to him as he or she attains the age of 21 years or marries, and in the event of death of either of said children, before majority or

[19] Two exceptions name him but identify him as J.C. McNeill's lawyer (McNeill 1988:22) or the Martin brothers' lawyer (Freeman 2004:134). The fact that he is the opposing party to McNeill in *McNeill* v. *Masterson* shows that while he may have at times acted on behalf of Jordan descendants as an attorney, he also acted against their interests—often simultaneously. Section Two of this chapter contains my interpretation of Masterson's true relationship to Jordan's descendants and the LJPSHS.

[20] James Calvin McNeill is identified in some sources by his initials, "J.C.," his middle name, "Calvin," or by the appellation "Cap" (*see generally* McNeill 1988, Raska 2009, Creighton 1975).

marriage, then and in that event the Share to which said child would be entitled, Shall be equally divided . . . . (Harris Co. Dist. Ct. No. 13679).

Jordan's granddaughter, Ann Royal McNeill Martin, had four sons (hereinafter "the Martin brothers")—Royal Furniss ("R.F."); Will ("McWillie"); Charles; and Calvin Martin. None of them were 21 years old or married when Jordan *and* their mother died in 1873[21] (*see* Leezer 2006:23). The oldest was around six years old, and the youngest was only an infant.

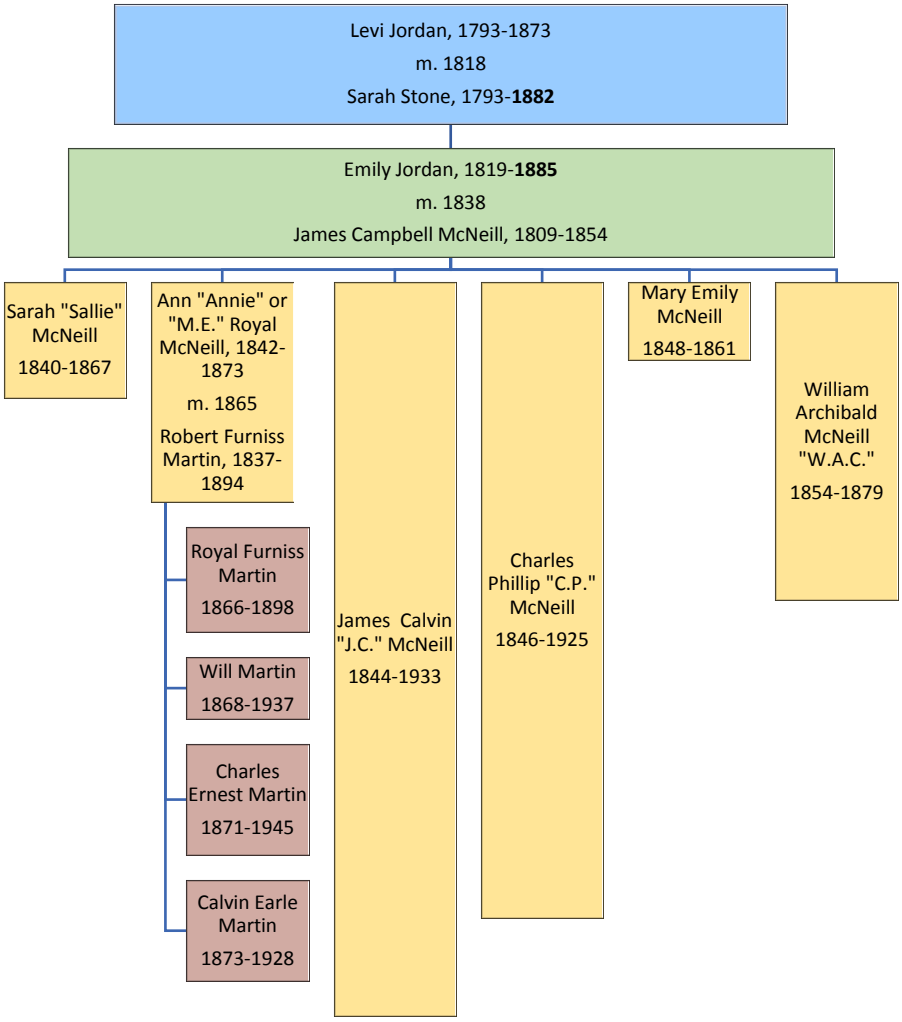
Jordan probably selected the age of 21 as the threshold for eligibility because 21 was the age of majority at the time. The rule of minority is intended to protect minors from "unscrupulous adults" (Barnes 2017:413). Under this rule, a contract is legally enforceable against a 21-year-old, but not against a person under 21 (a minor). "Once a person attains a particular age, she is presumptively an adult and can legally enter into valid contracts" (Barnes 2017:409).

The rule of minority is intended to protect the minor as well as the minor's parents, who are entitled by law to the wages of the minor (Barnes 2017:409). A person who contracts with a minor cannot void the contract, but the minor or her parents can (Barnes 2017:410-412). The minor and her parents can also ratify the contract, which makes it enforceable against both contracting parties (Barnes 2017:410). Also, the rule of minority has exceptions, including purchases of food, clothing, medical care, legal services, and other necessities if they are not provided by the parent or guardian (Barnes 2017:412-14.).

The legal age in most U.S. states was 21 until the Voting Rights Act of 1970 lowered the voting age from 21 to 18 in a reaction to the Vietnam War draft (Barnes 2017:415-19). Then, "in a wave of state statutory changes that mirrored the debate and processes of reducing the voting

[21] Ann Royal McNeill Martin was the Martin brothers' mother, the granddaughter of Levi Jordan, and the sister of the McNeill brothers (*see* Leezer 2006).

age, the vast majority of states lowered the age of majority for contract purposes" from 21 to 18[22] (Barnes 2017:418).



Selected Jordan descendants with generations indicated by color (Graphic adapted from T.D. Picard).

Emily Jordan McNeill was the mother of the McNeill brothers and the grandmother of the Martin brothers. She had been widowed for almost 20 years when her father, Jordan, wrote his will in 1872. Article Seven of Jordan's will provided a home for Emily: "It is my desire and I so will that my Daughter Emily shall have a house and reside with her mother, Sara Jordan,

[22] Jurisdictions also lowered the age for jury duty, the death penalty, and drinking alcohol from 21 to 18, but the latter two have since been raised (Barnes 2017:418,430-33).

provided she shall not bring into said house or on said Plantation the said Ann R. Martin or her Husband Robert Martin *without the consult of my said wife*" (Case Records 13679) (emphasis added). While the italicized clause has been interpreted as a prohibition, it is written as a condition that obliged Emily McNeill to get permission from Jordan's widow before Emily's daughter (Ann McNeill Martin) and son-in-law (Robert Furniss Martin) were allowed to enter the plantation that she shared with Emily.[23]

The clause is still a curious addition, but it seems to have been intended to be less than absolute. Also, this clause applies only to Article Seven, which is for Emily McNeill; it is not included in Article One, in which Jordan addressed "his said wife." Thus, Jordan's widow, Sarah Jordan, was subject to no such restriction.[24] According to J.C. and C.P. McNeill, their grandmother, Sarah Jordan, "continued to reside in and kept house, her daughter, Mrs. Emily McNeill, and her Granddaughter, Mrs. Ann R. Martin, with her children residing" with Jordan's widow in her home (Case Records 13679).

A relative by marriage wrote about a possible explanation for the conditions placed on Ann McNeill Martin and her husband. The relative had heard that William Masterson, who had lost an arm during the Civil War, "was in love with . . . Annie McNeill who married Bob Martin and when he was very ill he heard [another woman's] voice and called for Annie who had been dead for many years" (O'Neal, n.d.). It appears that Ann may have married Robert F. Martin

[23] Ann McNeill Martin was married to Robert F. Martin on March 9, 1863, by J.H. Shapard (Brazoria Co. Records). Shapard was a Methodist preacher who co-founded Shapard, Stevens & Co. in 1873 with Dr. Hennell Stevens, a former county judge who was employed as the county surveyor at the time (THC n.d). Stevens (a former Union soldier) also operated a drug store in Brazoria from 1882 until 1897, and "two embossed broken glass" shards from a bottle from this drug store were excavated in the yard of the LJPSHS (THC n.d.)

[24] Compare to an alternative interpretation in the 2013 Technical Report:

> Ann married Robert Martin, a man that Levi Jordan apparently did not like, as in his will Jordan expressly forbade Ann, her children (4 boys), and her husband *from ever residing* on any of the plantation's land, even after his death. While Jordan granted his wife, Sarah, and their daughter, Emily, rights to live on and profit from the plantation during their lifetimes, *they were prohibited* from permitting either Ann, or her sons, access to the property (Brown 2013:Ch. 7, p. 3) (emphasis added).

instead of Masterson, a Confederate veteran from a prominent, wealthy family. One generation later, two of Ann's sons would marry into the Masterson family instead. Robert Martin may have been a deputy county clerk—a person named "R.F. Martin" was sworn to that office's duties in 1861 and 1863[25] (Deed Records 1861, 1863).

One of Ann McNeill Martin's sons presented another version of the story in his deposition in *McNeill* v. *Masterson*:

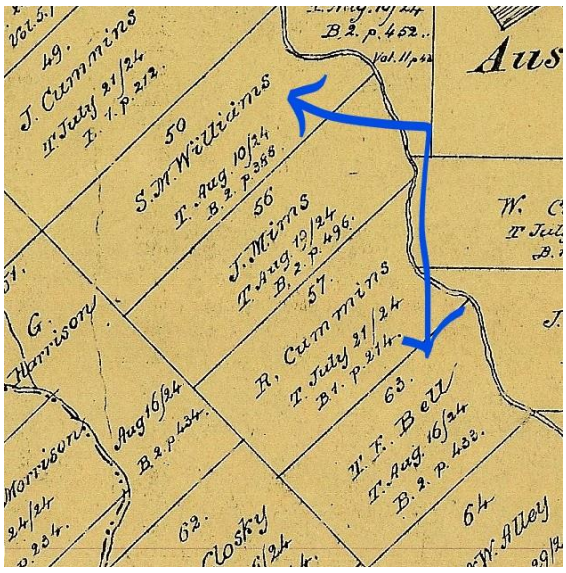
> The said Levi Jordan because the said Annie R. refused to marry a man selected by him and did marry one of her own choice . . . the said R.F. Martin, Sr, became quietly married at law, and then and there determined to cut her off from participation in all property of both himself and his wife, Sarah Jordan, and made large donations of property belonging to the community estate of himself and wife without the consent of his said wife manifested in any of the forms or rules known to the law (Case Records 13679).

This son was no more than five years old when Jordan wrote the will, and his knowledge of Jordan's reasoning would have been second-hand. He was also providing this information in the context of a lawsuit in which he claimed his own interest in Jordan's estate. Despite his potentially biased motivations in telling this story, the story is corroborated in part by that of the family friend (who married into the McNeill side) and by partially by the will.

Jordan's will acknowledged "that all of the property of every kind which I own was acquired by the joint *industry and economy* of my beloved wife Sarah Jordan and myself" (Court Records 13679) (emphasis added). It also acknowledged that his widow was entitled to one-half of their community property under the laws of Texas. Article Two instructed that his debts be paid from their community property.

[25] Also according to Julia Graves O'Neal, "Mrs. Ella Turvin LeRibeus has told me that her grandfather was a Dr. Martin. He had a son, Bob Martin who married Annie McNeill, sister of Calvin [J.C.] McNeill" (n.d.).

Article Three of the will explained that the McNeill brothers, James Calvin "J.C." McNeill and Charles Phillip "C.P." McNeill, had already received part of their share of Jordan's estate before their grandfather died: "My wife and myself having already given to our Grand Sons, James Calvin McNeil and Charles Phillip McNeil, a valuable plantation well-stocked with teams, farming interests and all things necessary to carry on successfully planting operations, which Plantation and etc. are Equal in value to that which I have to dispose of hereafter" (Case Records 13679). This part of the will refers to the former plantation of Shadrach Rowe on the Thomas B. Bell League, which Jordan and his wife bought for J.C. and C.P. McNeill while he was still alive in 1866 (Freeman 2004:121, 124-25). The plantation was also called the Reese Place or the Reese plantation (Brazoria Co. Dist. Ct. No. 4266, Case Records 13679).



Magnified view of 1879 map of Brazoria County showing the S.M. Williams League, labeled "50," marked by the top arrow, and the Thomas Bell League, labeled "63," marked with the lower arrow. An "F" is erroneously used in place of a "B" on the map label of the Thomas B. Bell League (With permission of the Brazoria County Historical Museum).

A statement published in the diary of Sallie McNeill (sister of Ann, J.C., and C.P. McNeill) can be interpreted in two ways. It has previously been interpreted as an indicator that the McNeill brothers would work the Rowe plantation in the future: "but in 1866, their mother

warned them that it was no use for Calvin [J.C.] to 'kill himself working, if he is in debt to Grandpa [Jordan]" (Freeman 2004:123 n.69). An alternative interpretation of the statement is that their mother anticipated that Jordan would not enforce the debt owed to him by his grandsons, J.C. and C.P. McNeill. This interpretation is corroborated by Article Three of Jordan's will and the pleadings of J.C. and C.P. in *McNeill* v. *Masterson*. According to J.C. and C.P. McNeill:

> Levi and Sarah Jordan in the year 1866 bought a plantation for [J.C. and C.P.] and promised to stock same with implements,etc., for successful farming operations. That afterwards their said Grandfather gave them the means to purchase said mules, etc., and took such deed of bill merely as a memorandum thereof. That afterwards they offered to pay same and their Grandfather Levi Jordan refused to accept same or any part (Case Records 13679).

Evidence that J.C. and C.P. McNeill were already operating the Rowe plantation in 1866 or 1867 comes from several sources. First, Rowe and his wife filed a conveyance to J.C. and C.P. in April 1866 for the plantation, sugar house, gin house, cotton press, "Residence and all out-houses," and saw mill (Deed Records 1866). Rowe excluded the Cedar Lake Church and graveyard[26] as well as a tract of land possessed by C.C. Bell from the conveyance. Rowe and his wife also conveyed about 1800 head of cattle and their cattle brand to Levi Jordan the same year[27] (Deed Records 1866). Next, Rowe's son sued J.C. McNeill in 1867 for refusing to return

[26] Levi Jordan was buried in this graveyard in 1873 (Freeman 2004:125).

[27] According to J.C. McNeill, III, the cattle were likely purchased to fulfill a "contract for supplying beef to an unidentified buyer or buyers" entered into by J.C. McNeill in 1867 when a small meat processing industry appeared in the area, but the industry faded and the contract was not renewed (1988:12). Texas Historian J. Frank Dobie wrote about cattle processing in the late 1860s and early 1870s:

> [W]hen cattle were hardly worth stealing and when a cow's hide was actually worth more than a live cow. That was when old steers with horn-spreads wider than the length of a man from his feet to the tips of his fingers on upraised arm were driven by the hundreds and thousands to such plants as that above Brazoria. Here Negroes shucked the hides off, tried out the tallow, and then skidded the meat down chutes into the

a "sugar apparatus" worth $20 that Rowe had been unable to take with him when he moved out of the county (Brazoria Co. Dist. Ct. No. 2868).

J.C. and C.P.'s sister, Sallie McNeill, wrote in her diary on January 4, 1867, that J.C. McNeill moved into the Rowe plantation with "only six hands, and nearly every building to be renewed" (Raska 2009:136):

> Jane and Fannie leave us—and none to fill their place. Fannie goes to the Rowe place with Calvin [J.C.], and Jane to keep house for Mr. Hood on Caney. At first I hated to give them up, now don't care, as twas their free choice. I dread the experiment of this year for Calvin [J.C.]. Seven miles away from home, alone with freedmen. He thinks I would be lonely, and he will be too busy to need society. Nearly every building on the place will have to be rebuilt. I wish the Rowes could have kept their own place. With them go the last of our society (Raska 2009:136).

J.C. and C.P's other sister, Ann (mother of the Martins), stayed with him at the Rowe place, which Sallie nicknamed the "Bachelor's Hall" for some time, as indicated in Sallie's entry from March 6, 1867 (Raska 2009:137).

Article Three of Jordan's will granted Jordan's rights in the LJSPHS to his youngest grandchild, William Archibald Campbell "W.A.C." McNeill. "I give and bequeath to my Grand son, William Archibald Campbell McNeil, all of my interest, right, and title to the Homestead Tract of Land upon which I now reside" (Case Records 13679). However, Jordan could only

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> Brazos River, where catfish gorged themselves . . . . A similar establishment at Quintana at the mouth of the Brazos so attracted sharks that people were afraid to go swimming (Durham and Jones 1965:25).

In 1881, J.C. bought his brother's half interest in the stock of cattle for $3518 in cash, and immediately transferred the title to them into the name of his wife, Sarah Emily Reese McNeill, in exchange for "love and affection" (Deed Records 1881). In the same year, Sarah Emily Reese McNeill transferred 1428 acres to her brother-in-law, C.P. (Brazoria Co. Probate No. 1208). The Rowe brand (SR) "was first registered by Rowe in 1857, a brand that has since been handed down through succeeding generations of McNeills" (McNeill 1988:13).

lawfully give W.A.C. an undivided half of the LJPSHS because his wife held the other undivided half in community.

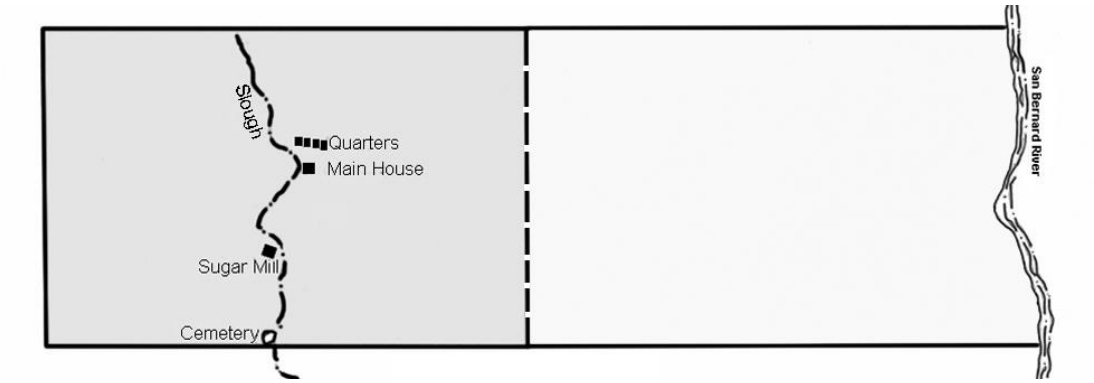
Thus, Article One acknowledged that his, widow Sarah Jordan, retained her one-half community property right to the LJPSHS. In addition, Article Four gave Sarah a life estate on the entire property as well as the right to one-half of the net proceeds from the plantation. Inclusion of a life estate for his widow ensured that partition of W.A.C.'s undivided homestead interest would not result in a sale that would lead to her involuntary removal.[28] Article Twelve reiterated the desired degree of control he anticipated his widow to have after his death: "In the event that I die before my beloved wife, Sarah Jordan, I will that she have the entire management and control of our house and yard during her life and shall not be disturbed or molested in any manner whatever by any person whomsoever" (Case Records 13679).

Jordan's will thus put Sarah Jordan in the situation of electing to accept under his will or elect against it because it gave a community asset (both halves of the two spouses' undivided, equal interests in the LJPSH) to a third party (W.A.C.). This is an example of the equitable election called the "widow's election," which occurs "when the decedent gives the surviving spouse a life estate in the entire community estate while expecting the survivor to allow her one-half of the community to pass under the decedent's will" (Featherston 2008:8).

Jordan's will gave W.A.C. the entire plantation, but it also gave Sarah a life estate in the entire plantation—it disposed of the community half interest of Sarah while simultaneously granting her more than she would have had without the will (the life estate with management and

[28] "On the death of the husband or wife, or both, the homestead shall descend and vest in like manner as other real property of the deceased, and shall be governed by the same laws of descent and distribution, but it shall not be partitioned among the heirs of the deceased during the lifetime of the surviving husband or wife, or so long as the survivor may elect to use or occupy the same as a homestead, or so long as the guardian of the minor children of the deceased may be permitted, under the order of the proper court having the jurisdiction, to use and-occupy the same" (Tex. Const. art. XIV, § 52 (1879)).

control of the house and yard). Because Sarah Jordan accepted the latter benefit, it could be presumed that she elected to accept under the will and allow her community interest to pass through her husband's will to her grandson, W.A.C.[29]



Sketch map of the S.M. Williams League on the west side of the San Bernard River in Brazoria County, Texas. Jordan's plantation was in the shaded portion (Adapted from Brown 2013).

Although W.A.C. McNeill was older than his nephews, the Martin brothers, he was also a minor when Jordan died, and Jordan's will required his executors to manage the LJPSHS for him until he reached the age of majority. If a contract with a minor could be voided in certain circumstances, then a minor might expect to have trouble finding people with whom to do business. Article 13 named J.C. and C.P. McNeill as executors for Jordan's estate. As required by the will, they funded W.A.C.'s education from the estate; and W.A.C. remained away from the LJPSHS at school from 1874 until 1876, when he came home at the age of 21[30] (Freeman 2004:127, 129; Case Records 13679).

J.C. McNeill claimed in *McNeill* v. *Masterson* that he "advanced large sums of money" to Jordan's widow (their grandmother) from 1873 until she died in 1882 (Case Records 13679).

[29] Compare this to the interpretation in the 2013 Technical Report: "At that point, Sarah Jordan inherited ownership of the property as Jordan's surviving heir" (Brown 2013:Ch. 7, p. 3).

[30] According to J.C. and C.P. McNeill, their brother W.A.C. attended school at the Texas Military Institute in Austin, Texas, for two sessions (1873-74 and 1874-75); the Business College of Poughkeepsie, New York, in the spring and summer of 1875, and the Virginia Military Institute for one session in 1875-76 (Case Records 13679).

For example, on May 17, 1873, he paid over $300 to Martin & Levy of Galveston for "goods, wares, and merchandise for use on said plantation and for use of Mrs. Sarah Jordan and her family" (Case Records 13679). He submitted notations of payments in May 1875 and $93.56 in January 1876 to the store of the Martin brothers' father for items that included flour, bacon, and shingles (Case Records 13679). He also claimed that they hired a painter for the Jordan house "at the instance of Mrs. Sarah Jordan" (Case Records 13679).

The details of the painter's work performed in April 1874 "on the house of Mrs. Jordan"[31] are contained within the record of the case in which the painter sued J.C. McNeill (*Hoggarth* v. *McNeill*, Brazoria Co. Dist. Ct. No. 3355). Jurors in this case whose verdict ruled against J.C. McNeill on the question of whether he had underpaid for the painter's work were B.B. Sasser, "John McNeel," John Mack, M.H. Huntington, J.A. C___, Doug Dwyer, Jim Williams, Wiley Sims, Neal Hawkins, Robinson Phil, and Charles Holmes. This 1874 jury included at least one freedman.[32]

Additionally, "at the special instance and request of Mrs. Sarah Jordan, they employed one Carl Legley, a carpenter, to build and construct a fence of paling around the yard, garden, and orchard" (Case Records 13679). Thus, it appears that Sarah Jordan fully intended to maintain "the entire management and control of our house and yard during her life" as granted by Jordan's will, and she did not intend her house and yard "to be disturbed or molested in any

[31] The evidence in this lawsuit could be used to determine the nature of the Jordan house in the spring of 1874. Exhibit A of the painter's petition shows that four mantle shelves, 23 pairs of window sashes, and 23 window frames with casings were painted. Seven doors and frames were painted two colors, and eight doors and frames were painted with a double coat (Case Records 3355). Also in the invoice in Exhibit A is "Painting body of House front, back, two ends and two middle walls and ceiling over Head." McNeill's attorney wrote that McNeill measured the house at "83 1/3 squares", and he wrote that a gun rack and a gate were also painted. No work on the Quarters is listed. The painter won the jury trial, but J.C. McNeill prevailed on a motion for new trial.

[32] In the 1870 Census, John Mack is a 34-year-old Black Farm Laborer. John McNeel as spelled in the list of jurors is a 28-year-old white Farmer or else a 65-year-old black Farmer, if mis-spelled. Charles Holmes might have been the same Charles Holmes who contracted to work at the Jordan plantation through the Freedman's Bureau in 1867.

manner whatever by any person whomsoever," as forbidden in the will (Case Record 13679, 941).

The McNeill brothers collected debts due to the estate, but their motivation for the pursuit of debtors was probably based on Article Nine of Jordan's will. After Jordan's death, "all the notes or other evidences of Debt due" him became the shared property of J.C. and C.P. McNeill because Article Nine granted them each a mutual, equal share "all the notes or other evidences of Debt due" (Case Records 13679, 941).

J.C. McNeill also reported to the court in *McNeill* v. *Masterson* that "they kept up said plantation" from 1873 to the summer of 1876 (Case Records 13679). Perhaps intending to justify their expenditures to the court, they complained about the condition of the Jordan plantation after they took it over when Jordan died in early 1873. J.C. McNeill explained that "for several years before his death, Levi Jordan . . . had leased said plantation to Robt. S. Stanger who managed same until 1873 when he turned same over to me (Case Records 13679).[33] McNeill took efforts to explain why the sugar crop was not cultivated from 1873 to 1876 (when W.A.C. took charge of managing the Jordan plantation), and he told the court that both he *and*

[33] Records of the Freedmans' Bureau Agent in Columbia indicate that R.S. Stanger was already managing the laborers at the Jordan plantation in July 1866:

> Dear Sir,
> I have sent all the men that know any thing of the affair concerning Bob. There is two women that was in the kitchen at the time and came running to the house to let me know that Bob and Lewis were going to fight. I have ordered Bob out of the kitchen onct before on account of raising a fuss with some of the house crew. As for paying Bob anything more for his work, I do not think it right, if I had of turned him off according to the contract. I would not have paid him but $30, as that would have been all that was coming to him. I have a great many chances to have discharged Bob, but I did not want to do it because I knew he could not get along with any one else. You say that there seems to be a scheme afoot on the part of the other hands to get rid of Bob so that they can get his portion of the crop. This had nothing to do with it. Bob discharged himself. I only ordered him out of the yard and off of the fence, and he went. He has given me more trouble that all the balance of the hands put together. If you don't feel satisfied with the witnesses, come down and inquire of the other hands, and I think you will be satisfied. Bob has come back onct since he left, and called Daniel a liar at his own door and Daniel had to come over and let me know before he would leave. Well ---- the witnesses will be satisfactory and the thing will be cleared up without any trouble. I remain yours respectfully, R.S. Stanger (Freedman's Bureau Field Office Record, Courtesy of the Brazoria County Historical Musuem) (*see also* Raska 2009:129).

his grandmother elected to re-seed the sugar cane over the course of years, beginning with a "small lot" in 1874 and ending with 40 acres of cane in 1876 (Case Records 13679).

> That said Robt. S. Stanger had allowed the sugar cane stock or said seed for said plantation to fail entirely, so that when [he and C.P.] took possession thereof, they found same almost entirely free of sugar cane seed or stock and therefore no crop of sugar could be grown thereon until said could be restocked or reseeded with sugar cane. That the process of seeding a plantation as large as the said Jordan plantation was attended to with great expense and can only be economically done with Negroes" (Case Records 13679).

The final sentence was probably the most accurate—sugar cane production in the area had become cost-prohibitive after Emancipation.[34] J.C. and his brother also had their own plantation to operate, and they may have chosen to make cultivation on it a priority over cultivation on the LJPSHS. On the other hand, J.C. told the court that Levi Jordan was on his way to Galveston to get lumber to repair the fences around the crops when he died, and he had already contracted with a merchant, H.L. Wells, to repair the sugar house and the cane shed for $1400 (Case Records 13679).

Regardless, McNeill's pleadings state that "during said years 1873, 1874, 1875, and 1876," he and his brother "employed laborers to plant said sugar cane and cultivate and attend the same and paid out therefore the sum of, to wit: $600 in each" year (Case Records 13679). Additionally, McNeill advised the court about the cotton worm in 1873, the effect of which was "general throughout the Section of Country where said plantation was situated" (Case Records

[34] Post-Emancipation labor for sugar production was secured on a large scale. "Small scale production did not generate income" (Powers 1994:34). In 1871, the state penitentiary in Huntsville leased its entire population of inmates to sugar planters in Brazoria and Fort Bend Counties via three agents, two of whom were sugar planters from Fort Bend County (Watts 1969:67). In the 1880 Census, convict laborers (all black) comprised seven percent of the African American males in the county, and their white guards accounted for four percent of Brazoria County's white male population (Powers 1994:154). Despite issues of maltreatment, the state and the two sugar planters continued the leasing arrangement until 1883, and about 60 percent of the leased inmates during that time period worked in sugar plantations (Watts 1969:67-68).

13679). For this reason, and perhaps because of the Panic of 1873, he withheld the 3 bales of cotton raised in 1873 for shipping until the next year (Case Records 13679).

Auditors reported to the court in a lawsuit in Brazoria County concurrent to *McNeill* v. *Masterson* that the Jordan estate was due the following debts in 1873 (Case Record 4266[35]):

Debtor	**Debt Due to the Jordan Estate in 1873**
R& D.G. Mills	$5000
Cox & Reese	$500
Andrew Smith	$215
T.B. Stubbs & Co.	$500
Alex Mims	$1000
Cox & Reese	$579.17
J.C. & C.P. McNeill Due Bill	$1784.43

The largest expenses that Jordan's estate paid that year were $800 for tuition for W.A.C, $1200 for "Services of J.C. McNeill," $1400 to "D.L. Wells for Repairing," and a $2712.93 bill for "Lumber for Fencing" (Case Records 4266). The estate ended the year owing $390.24.

In 1874, C.P. McNeill married Ella Hinkle, whose father owned property on the T.B. Bell League in the vicinity of both the LJPSHS and the former Mims plantation (Deed Records 1957). The Rowe place was also on the Bell League. The Jordan estate's largest expenses for 1874 were $1200 for the "Services of J.C. McNeill" and $800 for tuition for W.A.C. (Case Records 4266). It ended 1874 owing $3480.52.

J.C. McNeill told the court in *McNeill* v. *Masterson* that he and his brother in 1874 "made and shipped from said plantation about 100 bales of cotton," and that they "sold some and collected the the money therefore, one half of which belonged to the negro laborers who produced it was duly paid to them" (Case Records 13679). He identified the laborers as Henry

[35] J.C. and C.P. McNeill submitted a more comprehensive inventory of expenses in *McNeill* v. *Masterson*, but it was prepared and approved only by them. In *Martin*, et al. v. *McNeill*, et al., Brazoria County District Court No. 4266, two reports were created. The first was made by an auditor approved by the McNeills, and the second report was prepared by two auditors (the same as the first report and one requested by the Martins) (Case Records 4266). In this context, the auditors' report is more reliable thant the inventory.

Sibley, Walter Brown, Doc Hendricks, Charley Holmes, Promise McNeill, Maniel McNeill, Holland Sherman, Jonathan Greenwood, George Holmes, Daniel Boxton, and Isaac Holmes, and he attached an account sheet by name and weight of bales as an exhibit (Case Records 13679; Freeman 2004:126-27). Freeman added to this list three more workers in 1874 located in deed records: John Jackson, Thornton Spiller, and Samuel Bevins (Freeman 2004:126-27).

In February 1875, the Jordan estate was paid $2292.25 for the "Crops of 1873 & 1874" (Case Record 4266). J.C. married Sarah Emma Reese of Cedar Lake in the same year (Freeman 2004:128). Freeman identified a conflict in the amount of cotton reported produced around this time. "J.C. McNeill stated that the family gathered only about four bales of cotton [citing *McNeill v. Masterson*], but a receipt from Lee, McBride & Company of Galveston accounted for fifteen bales (6,662 pounds) sold for $649.76 less charges " (Freeman 2004:128 n. 77). She wrote that the "sale, two weeks before the hurricane hit (Raska Collection), may have involved cotton held over from 1874, or an unusually early 1875 crop" (Freeman 2004:128 n. 77).

The 1875 hurricane struck in September. J.C. McNeill swore to the court in *McNeill* v. *Masterson* that the "said Jordan plantation sustained great damage by reason of and as the unavoidable result of said Cyclone" and that 1875 was a "very treacherous year to the plantation's interests in said section of the county" (Case Records 13679). The LJPSHS and structures near it were damaged by the same storm, according to the written sources. First, according to the written church history of Grace United Methodist Church, "In 1875, a storm struck Brazoria County and the roof of the house where the minister lived was blown off, his wife was confined to bed with a newly born baby girl, and from the exposure caught cold and died" (Grace UMC 1979, courtesy of the Brazoria County Historical Museum).

A report for damage at Cedar Lake[36] (less than ten miles away from the LJPSHS) claimed that lives were lost and the "crops of both cane and cotton are supposed to have been ruined" (Galveston Daily News, Sept. 22, 1875). Levi Jordan was buried in the cemetery at the Cedar Lake Church (Raska 2009:155). Emily McNeill wrote in 1880 that the Cedar Lake Church was "still a heap of ruins" (Solomon Collection, courtesy of the Brazoria County Historical Museum).

A letter from Joseph Bates, a neighboring planter's son, was carried by the planter to Galveston and published on September 29:

> The number of persons known to have lost their lives between the peninsula [of Matagorda Bay] and Bernard are fifty-seven, among them Mrs. Sargent; old man Sargent, all of Forrestier's family, all of the Mitchell's, Billy McNeill's wife and three children, Mrs. Eggart and two children, seven of Stephen Winston's family—himself, Miss Sue, Annie, and Johnny being left—Sam Uzzle's wife and two children, all of old man Davis's family, and one of the children of Wm. Austin.
>
> Judge Cox and his family spent the night of Thursday in the trees. Old Mrs. Dance and one of Winstead's children were lost, the others at the mouth managing to save themselves.
>
> The people from the other side of the river got on Capt. Louis Devote's boat—the other side on drift.
>
> Winnie Winstead's body was found in Hawkin's prairie; old Mrs. Dance's at Joel Bryan's; some of the Davis family in Gulf Prairie; others at the mouth of the river.

[36] Cedar Lake Creek is a stream that separates Brazoria County from Matagorda County (Furse 2014:56).

> One-half to two-thirds of the cattle and horses are drowned. The bridge at Cedar Lake is gone, and fences and trees swept away.
>
> There is a man here who drifted two days and nights on a log. The water was two feet deep in the yard, and rose so rapidly that it was not observed until near daylight, when it rapidly fell before a northwest wind (Galveston Daily News, Sept. 29, 1875).

The same paper reported damages across other places in Texas.

Another possibility is that the cotton could have come from the Rowe place or another one of the expanding list of properties affiliated with J.C. and C.P. McNeill. J.C. McNeill told the court 15 years later that "all cotton raised was the property of the laborers as aforesaid who produced it" (Case Records 13679). This may have been a self-serving statement to minimize his exposure in the court case, in which he also explained that many of his records from this time period were destroyed in a fire in 1880 because his pleadings also seem to show that 48 bales of cotton were produced somewhere in 1875 (Case Records 13679). The largest expenses for the Jordan estate in 1875 were the same two as in the previous year—J.C.'s services ($1200) and W.A.C.'s tuition ($800) (Case Records 4266).

Earlier in 1871, a white minister who "brought his family south and moved in the home of Claborn Holmes, one of the plantations ministers" in the former slave quarters had "organized a night school for Negroes" at the Jordan plantation for children *and* adults (Grace UMC, courtesy of the Brazoria County Historical Museum).[37] He remained there until 1875 when he

[37] Prior to the Civil War, the Methodist Church divided into two separate organizations because of disagreement over slavery—the Methodist Episcopal Church South and the Methodist Episcopal Church North (Thrall 1872). Even though it supported slavery, the Methodist Episcopal Church South funded missions among the enslaved in the United States, and it counted 200,000 black persons as members in 1860 (Thrall 1872:140). In 1870, the Colored Methodist Episcopal Church in America was founded by African American Methodists from within the Methodist Episcopal Church South (Thrall 1872:140).

> An official from the Methodist Episcopal Church South in Texas in 1872 observed the postbellum exodus of black members to either the Methodist Episcipal Church North or the Colored Methodist Episcopal Church:

was replaced by Logan Austin (Grace UMC, courtesy of the Brazoria County Historical Museum). "Austin Logan" was "elected and ordained" by the Texas Conference of the Methodist Episcopal Church during its January 1875 meeting in Brenham, Texas, and assigned to Brazoria; Burrell Webb was "elected and ordained" during the same conference and assigned to the "Bernard" (Methodist Episcopal Church 1875).

In the mid-1870s, the Alexander Mims estate on the Joseph Mims League was broken up and sold to formerly enslaved people as well as white buyers such as J.C.McNeill, a local example of the over 100 such estate sales observed by historian Lawrence D. Rice in Texas (Sitton and Conrad 2005:28). In 1876, former slave Solomon Johnson[38] paid taxes on 235 acres of the Joseph Mims League, a change from the previous years' tax records (Brazoria Co. Tax Records). Johnson gave two acres of this land to build a school house in 1876 (Johnson Reunion 2014, courtesy of the Brazoria County Historical Museum).[39]

Johnson's donation reflected the push for education among formerly enslaved people who had often been forbidden from learning to read and write. Evidence of the drive for

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> If the reader will excuse a little digression, we think it may serve to show why we lost the control of our colored people after the war. First, the agents of the " Freedmen's Bureau," and all other officers of the Government threw their influence against us. Second, missionaries of the M. E. Church North flocked South, and commenced the work of proselytizing, claiming to be the special friends of the colored race. Third, politicians who sought negro votes visited the colored people, ate at their tables, and slept in their houses. If a preacher would not do the same, it was difficult for him to get the colored population to hear him preach. But if a minister of our church were to do that, he would lose caste among the white people. Before the war, a man could preach alternately to white and colored congregations. After emancipation, it was so that a man must confine his ministrations to one class or the other, and our preachers, with great unanimity, chose to minister to their own color. And so we lost control of the colored race (Thrall 1872:141).

[38] Solomon Johnson's brother, Jerry Johnson, lived near the home of J.C. McNeill. Jerry Johnson's granddaughter told a local reporter in 1986 that her grandfather and J.C. McNeill were close friends who "ate together, slept together" as if they had been the same race (Wendholt 1986: Brazoria County Historical Museum).

[39] For a short period in the early 1870s, the State of Texas funded free schools for black and white pupils, but the Constitution of 1876 replaced them with the "community system" (Sitton and Conrad 2005:109-110). The Brazoria County Commissioner's Court authorized the appraisal and sale of the county's public free school lands in November 1876 (Brazoria Co. Records). In the community system, local authorities were in control of schools, but there were no school taxes or state funds, and schools were separated by race. Schools were therefore funded by subscriptions paid by parents (Sitton and Conrad 2005:110). By 1877, there were 678 black subscription schools documented in Texas, not counting those contained within churches (Sitton and Conrad 2005:110).

education was found in the material record at the former quarters at the LJPSHS. Pencils and pencil slates were "widely distributed across the Quarters" in the archaeological record at the LJPSHS—they were found in 14 cabins, with the "higher frequency of these objects within structure I-A-1a" (Brown 2013:Ch. 6, p. 42).

Some of the slate pencils recovered from the LJPSHS Quarters, adapted from Brown (2013:Ch. 6, p. 43, Fig. 6.52).

Solomon Johnson's donation of the land for a school house in the Mims League (adjoining the S.M. Williams League that held the LJPSHS) attracted formerly enslaved people from the LJPSHS, who moved to the Mims League in 1876 to take advantage of the opportunity to educate their children and themselves (and possibly the chance to live on land owned by another freedman instead of W.A.C. McNeill, who found himself advertising for a white cook in the Galveston newspaper in 1878). As reported by the Grace United Methodist Church history:

> In 1876, most of the people from the Jordan plantation moved to the Mims plantation where a colored school had been organized. The Trustees were contacted and allowed the members of the Grace Methodist Church to have church services in the school building. Services were held in the school quite successfully until early in 1884 (Grace

UMC 1979, courtesy of the Brazoria County Historical Museum; *see also* Wright 1994).[40]

The 1875 storm came just before W.A.C. took over the plantation in 1876, and there were no records of their repair contained within *McNeill* v. *Masterson.* It is possible that the roof was repaired after 1875, but it is equally possible that it and other damage at the quarters was not.

W.A.C.'s return to the LJPSHS in 1876 is indicated by the reduction of J.C.'s services fees in 1876 to $600 and the absence of a tuition bill for W.A.C. (Case Records 4266). The proceeds of the crops of 1875 were paid in January 1876 ($841.38) (Case Records 4266). The estate paid "R.F. Martin" of Galveston over $300 (Case Records 4266). It ended 1876 owing $3229.43.[41]

Oddly, the auditor's records show neither expenses nor income (except interest owed) for the year 1877—this seems to be the year that the McNeill's stopped keeping separate accounts for the LJPSHS and their own properties and enterprises.[42] The likelihood that Sarah Jordan elected

[40] This church history is contained in a Souvenir Book made in 1979, when the Grace United Methodist Church celebrated its 109th Anniversary (Grace UMC 1979, courtesy of the Brazoria County Historical Museum). This written history should be considered an autoethnographic recording of the church's history as gathered and maintained by its members in 1979. In this light, it was built upon information akin to Todorov's concept of the language of testimony.
As stated in Chapter Three, testimony is the "type of discourse that arises when we summon up memories and, by shaping them, give meaning to our own life and construct our identity" (Todorov 2000:129). It is an "individualized memory of the past recounted in the present" that is "neither true nor false" but which still provides context to history because it allows insight into "the inner workings of the mind" and allows for "sharing the experience of the people involved" (Todorov 2000:132).
This recorded language of testimony which was only seven years old at the time the LPSHS archaeological project began in 1986 is now nearly 50 years old, and the people whose words are in it may no longer be available. This Souvenir Book thus enables a researcher in 2019 to attempt to deconstruct a portion of the historiography of the LJPSHS at two points: the 1870s and 1979 in the manner of freezing time as described by Marcus and Deetz. Further, under legal standards of evidence, the document would be admissible in court as an exception to hearsay—it is an ancient document at least 20 years old whose authenticity is established.

[41] Note that in 1876 in Brazoria County, Walter Wormley, an African American man, was elected and served as county commissioner for Precinct One (which included Brazoria and the LJPSHS) (Brazoria Co. Cmmr's Ct. Records 1876).

[42] J.C. McNeill made a claim on behalf of the Levi Jordan estate against the Alexander Mims' estate for a $1000 promissory note to Jordan signed by Mims in December 1872 (Court Records). On February 1877, J.C. McNeill signed a receipt that acknowledged the $1000 indebtedness due was satisfied in part by the transfer of an interest of Joseph Mims in the estate to McNeill by one of its administrators, T. W. Masterson. Mims' inventory was extensive, and purchasers at his estate auction included George Holmes ("1 Glass Shade & 1 Looking Glass" and a Drill); J.C. McNeill (2 mules, 1 horse, and 81 molasses barrels); Peter Mac ("4 pr drawers, 1 Bed Spread"); Charles Holmes (97 yards fabric, 36 yards of more fabric, ribbons, matches, pen holders, crackers, soap, 1 pair of shoes, and

to take under Jordan's will was both confirmed and confounded in 1877 when she transferred her community property one-half interest in the LJPSHS in exchange for "love and affection" to W.A.C. (Deed Records 1877). This transaction was publicly recorded in the county deed records, but it was not noted in the LJPSHS accounts, probably because they had ceased to be maintained independently of the McNeill's other accounts.

Freeman (2004) suggested that C.P. McNeill may have attempted to utilize convict labor in 1877. If the person listed in Texas penitentiary records as C.R. McNeill of Brazoria County is the same as C.P. McNeill, then "an inspection report made on March 3, 1877, recorded the existence of a new plank prison at C.R. McNeill's in Brazoria County" (Freeman 2004:129 n. 78). She wrote that the report says that the "camp housed convicts that had been brought over from other camps" (Freeman 2004:129 n. 78).

Inspectors a few years earlier at the nearby Lake Jackson plantation "found that three convicts had been severely beaten on their backs; that prisoners were not being fed well; that a guard had pledged his own credit to procure meat for the convicts; that convicts had not changed their clothing for 10 weeks; and that some could not cover their extremities" Few (1999:493). During a follow-up inspection in December 1876, improvement was reported at the Lake Jackson plantation (even though three convicted men had died, including one who died while being punished in the "stocks") (Few 2006:100-102; 1999:493). There are no other known records of convict use by C.P. at this time. Even if there were, C.P. McNeill would have been unlikely to have used them at the LJPSHS because he lived and worked elsewhere.

In August 1877, the Martin brothers gained their first asset, although they may not have known about it at the time. Their father purchased Lot No. 1 in Block No. 504 in the City of

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a one horse cart"); Van King (2 barrels of flour); Pendleton Johnson (51 yards of fabric); and John Mac (a table and over 50 yards of fabric).

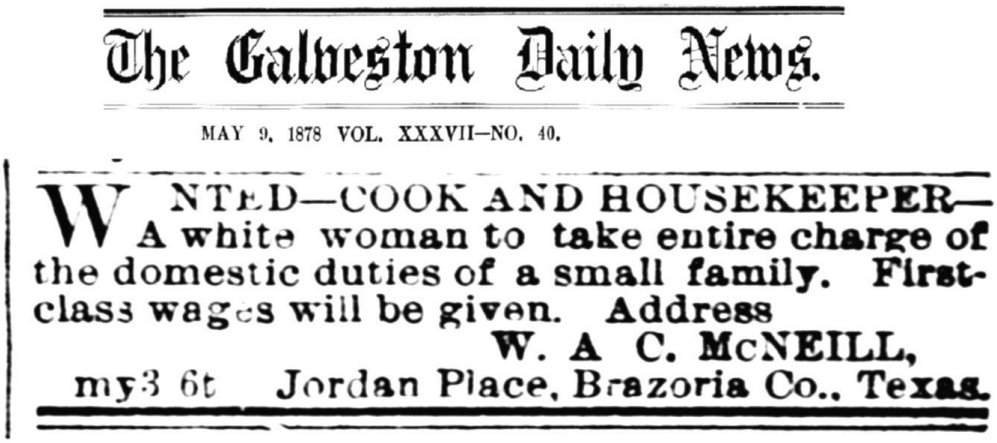
Galveston in Galveston County in the names of "Royall Furness Martin, McWillie Martin, Charles Martin, and Calvin Martin" from the adjacent property owner (Masterson Papers). The youngest Martin was around four years old at the time, and the oldest boy was around eleven. The R.F. Martin & Co. Building was constructed on this lot in 1878, and Martin operated a store from it.

R.F. Martin & Co. Building, 2427 Market Street, Galveston, Texas. (Adapted from National Trust for Historic Preservation Historic Properties for Sale).

At the LJPSHS in January 1878, W.A.C. McNeill obtained the signatures of 17 formerly enslaved people on an indenture, the terms of which required the indentured workers to "live an honest Life while in the presences [sic]" W.A.C. McNeill and to agree to "forfeit all crops [raised] or to be raised or done on said premises" in the event that they or "any person under our charge is known to have stolen articles or article of any value" on the Jordan plantation (Freeman 2004:129). Freeman writes that W.A.C. marketed the cotton raised by these laborers through the same company that his brother, J.C. McNeill, had used in 1875 (Lee, McBride & Company in Galveston), and he bought a purebred hog[43] from Pennsylvania (Freeman 2004:129).

[43] Four hogs are listed among W.A.C. McNeill's personal property after his death in addition to "15 mules, 2 mares and colts, 2 saddle mares, 1 stallion, 5 yoke of oxen, 2 cows, 1 yearling, 1 bull, 8 plows, 2 sweeps, 8 sets plow gear,

A letter written in February 1878 to W.A.C. by the Martin brother's father on the letterhead of his Galveston store shows a pattern of living for the Martin brothers in which they moved back and forth between their father's home and their mother's families' homes. Their father wrote to W.A.C. that R.F. "has been sick . . . . Wants to see Brothers, Mama [Emily] and uncle" (McDavid 1998:webarchaeology.com). He wrote that "Will ought to be here at school"—Will was ten—and their father promised to "see them this summer if I live" (McDavid 1998:webarchaeology.com).



The Galveston Daily News.

MAY 9, 1878 VOL. XXXVII—NO. 40.

WANTED—COOK AND HOUSEKEEPER—A white woman to take entire charge of the domestic duties of a small family. First-class wages will be given. Address

W. A C. McNEILL,

my3 6t Jordan Place, Brazoria Co., Texas.

Help wanted advertisement from W.A.C McNeill in a Galveston paper (Courtesy of the Brazoria County Historical Museum).

In April 1878, C.P.'s wife's family conveyed the ferry and 301 acres of property at Hinkle's Ferry in the Bell League to her (Deed Records 1879; Probate No. 984). C.P. and his brother-in-law operated a ferry and a store in Hinkle's Ferry where C.P's brother-in-law, J.V. Hinkle, served as postmaster from 1878 until 1914 (Creighton 1975:467). C.P. and Ella lived there until the ends of their lives (Deed Records 1957). For the most part, they seem to have kept their distance from the Martin heirs.

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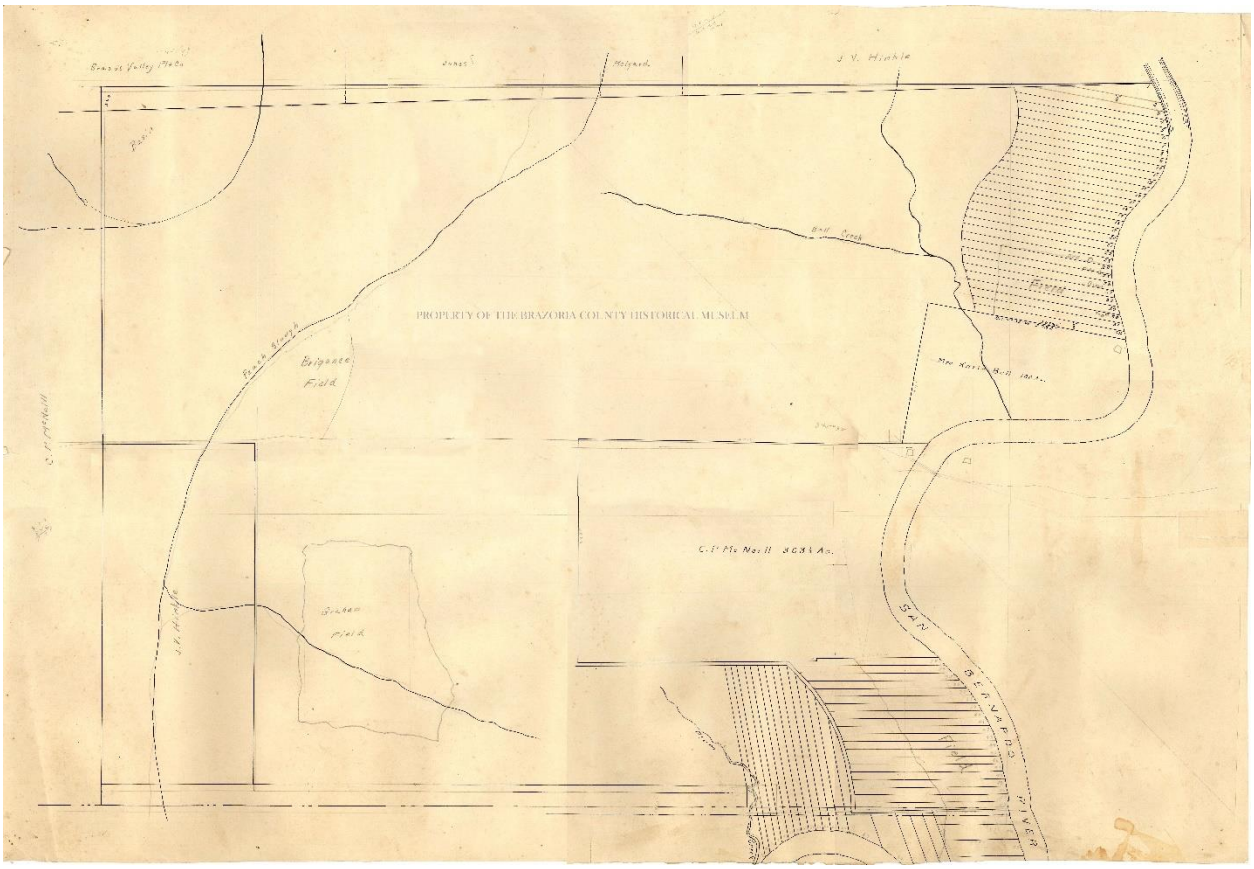
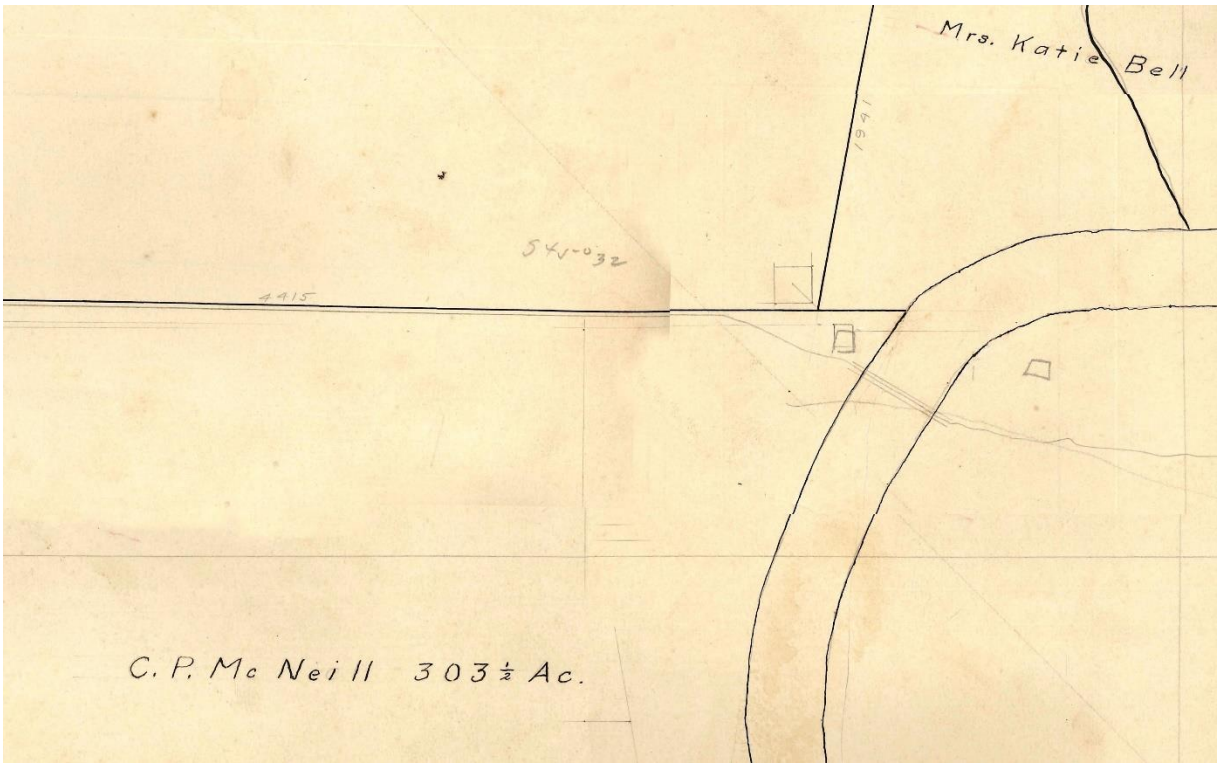
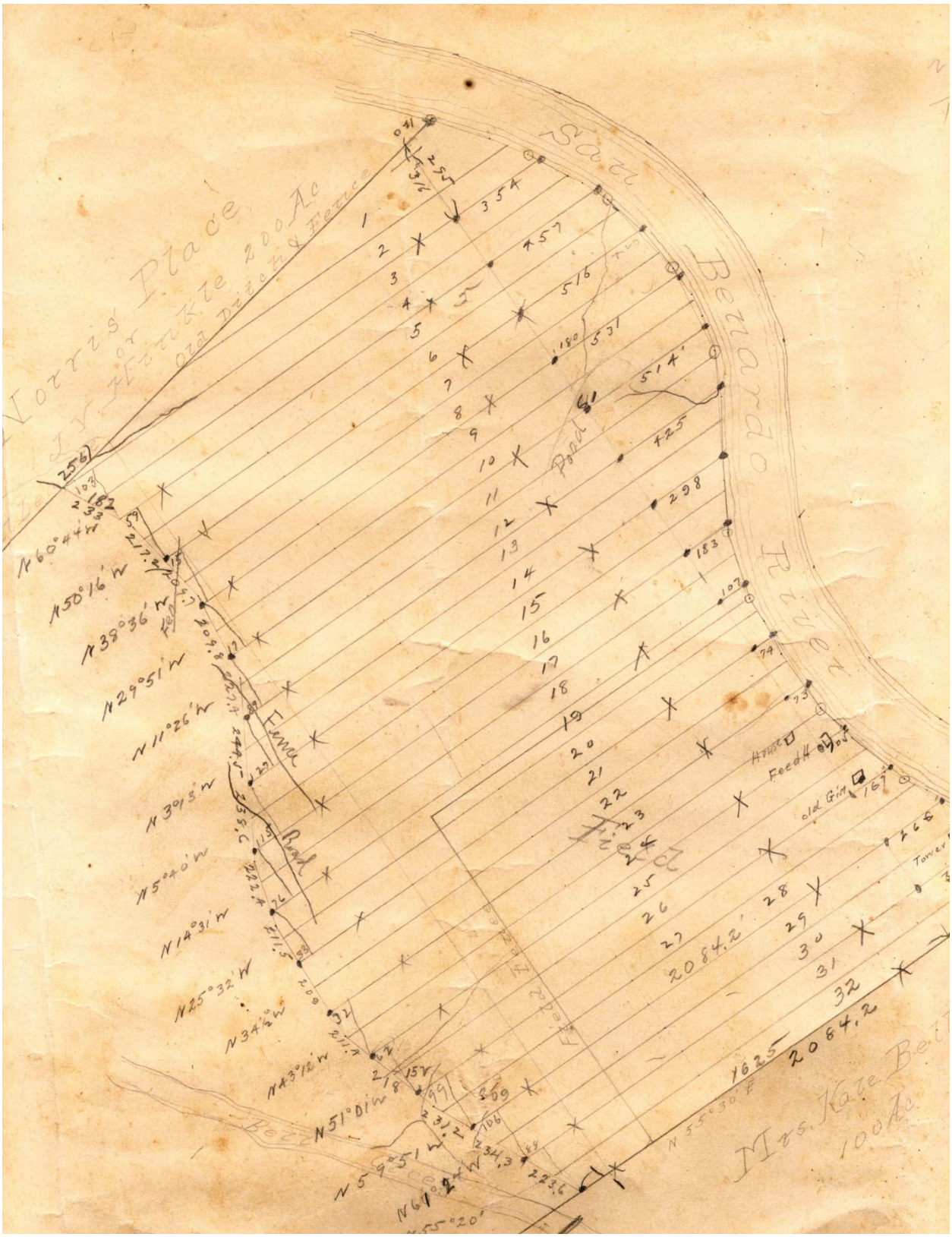
1 spade, 4 wagons, 1 ditching machine, 1 mowing machine, 1 cultivator, 2 hoes, 1 blacksmith tools" and other items (Deed Records 1880).



Map of Hinkle's Ferry and Vicinity in T.B. Bell League. C.P. McNeill has two tracts on this map—the tract with his home and Hinkle's Ferry is center-right on the west bank of the San Bernard River, and the edge of the McCroskey League on the far left of the map. The map's identifying data says that the waterway labeled "Peach Slough" is now called Cocklebur Slough. The area with the "J.V. Hinkle" label at the top right was also known as the Norris Place. The map appears to show tracts subdivided for agriculture, but this is not confirmed. The owner of the property labeled "Mrs. Katie Bell" is the same person to whom Emily McNeill wrote the letters cited in this section of the thesis. The map is not dated, but it was probably made after 1907 when Katie Jackson Bell sold all but 100 acres of her family's land (*see* McCutchen 1996) (With permission of the Brazoria County Historical Museum, 1988.070c.0108).



Magnified view of the same map, focused on the upper right corner of C.P. McNeills' tract. The light line across the river indicates the location of the ferry and the road (now called County Road 510) that crossed at the ferry. One of the structures penciled in may have been the firm of J.V. Hinkle & Co., operated by C.P. McNeill and his brother-in-law, J.V. Hinkle. The owner of the property labeled "Mrs. Katie Bell" is the same person to whom Emily McNeill wrote the letters cited in this section of the thesis. The map is not dated, but it was probably made after 1907 when Katie Jackson Bell sold all but 100 acres of her family's land (*see* McCutchen 1996) (With permission of the Brazoria County Historical Museum, 1988.070c.0108).



A companion map to the one above, the subdivisions on this map are numbered and measured. The "J.V. Hinkle 200 Ac" is alternatively identified as the "Norris Place" in the upper left corner. The owner of the property labeled

"Mrs. Katie Bell" is the same person to whom Emily McNeill wrote the letters cited in this section of the thesis. The map is not dated, but it was probably made after 1907 when Katie Jackson Bell sold all but 100 acres of her family's land (*see* McCutchen 1996) (With permission of the Brazoria County Historical Museum, 1988.070c.0061).

In May 1879, W.A.C. McNeill died from a rather gruesome incident as described by his mother, Emily, in a letter to a family friend. (Emily uses nicknames, and the bracketed words of the excerpt replace the nicknames with the names used in this thesis):

> Well you know [W.A.C.] did not enjoy good health although he grew up to be a tall stout fine looking man. Being one day not very well, thought that he and little boys, [R.F and Will] Martin would clean up his guns and was in the act of pulling the fated gunn [sic] from a chair, when it fired, striking him in the right knee passing through the joint and entering the left and going to the bone.
>
> Being so near that his pants caught fire my dear child begged to amputate the limb which the Dr. B. thought they could save the limbs. But alas his frail constitution sunk under so much agony in three weeks (Solomon Collection, courtesy of the Brazoria County Historical Museum).

A "breachloading shot gun" is listed in W.A.C. McNeill's personal property inventory (Deed Records 1890). Part of the firing mechanism for a flintlock rifle was found in Cabin II-B-2 of the Quarters (Brown 2013:Ch. 3, p. 45). It is possible that the breechloading shot gun referred to in W.A.C. McNeill's posthumous inventory is the same as that which is now an artifact. Breechloading weapons were used during the Civil War only 14 years prior to W.A.C.'s death (PBS). Thus, the "breachloading shot gun" that belonged to W.A.C. would not necessarily have been obsolete in 1879.

Breach-loading firing mechanism found in structure II-B-2 (Adapted from Brown (2013: Ch.3, p. 45)).

In addition to the event that led to the end of W.A.C.'s life on May 1879, an equally gruesome account describes how "Colvin McNeill" of the "Bernard or St. Bernard Rangers" was also wounded by a gunshot in 1879. On July 31, 1879, *The Daily Picayune* in New Orleans wrote:

> The Houston Telegram of the 27th inst., says: On Thursday night last, about 11 o'clock, a party of men, about 20 in number, calling themselves the Bernard or St. Bernard Rangers, went some two or three miles below the town of Brazoria to the residence of a man named Allen Banks, who was suspected of cattle stealing, Banks and several other men, with a lot of women and children, were in the house asleep at the time. The rangers(?) demanded admittance, which was refused them. They threatened to break in the door, and were told that if they did they would be fired upon. They then discharged their weapons into the building, and followed up the volley by executing their threat to break open the door. As they did this a negro jumped out and tried to escape, but was caught and a rope put around his neck. Something for a moment engaged the attention of the party, which seeing, the negro took advantage of, slipped the noose and ran. He was fired

> at and wounded in the left arm and right breast, but succeeded in effecting his escape. The assault upon the cabin was renewed; the door was broken in and the *brave* men rushed into the building. As they did so, Banks fired into them, instantly killing a young man named Morris Bates, and wounding *Colvin McNeil*, a man named Chinn, of Matagorda, and a man named Mahan, the latter seriously. The negroes at once fled, and by swimming the Brazos River made their escape. The sheriff and a posse of deputies, as soon as news of the tragedy reached Brazoria, started for the scene of the killing, followed the trial of Banks and succeeded in arresting him. The other negro went into town soon afterwards and surrendered himself to the sheriff for protection. He was given quarters in the jail. It is thought that a warrant for the arrest of Banks was issued Friday morning; steps were being taken to that course when our informant left the town. (Picayune 1879) (emphasis added).

It is possible that the Picayune's "Colvin McNeill" may have been J.C. "Calvin" McNeill who was in charge of the San Bernard (Mounted) Rifles (*see* McNeill 1988:12, 83).

Because Sarah Stone Jordan outlived W.A.C (the person to whom Jordan's will granted both halves of the community subject to Sarah's life estate and control of the house and yard), and Sarah had transferred her one-half community interest to W.A.C. in 1877, the unified community would pass to W.A.C.'s heirs. W.A.C. was not married, he had no known children, and only one of his parents was still living,[44] thus half of the LJSPHS passed from W.A.C. to his mother (Emily Jordan McNeill) and the other half to his siblings under the rules of intestate succession in Texas. Note that Sarah Stone Jordan's one-half, community property ownership interest may have been extinguished when she accepted the life estate and control of the house

[44] His father died in 1854 (Raska 2009:19).

and yard as a result of her widow's election under Jordan's will in 1873. It was affirmatively extinguished when she transferred her community one-half interest to W.A.C. in 1877.

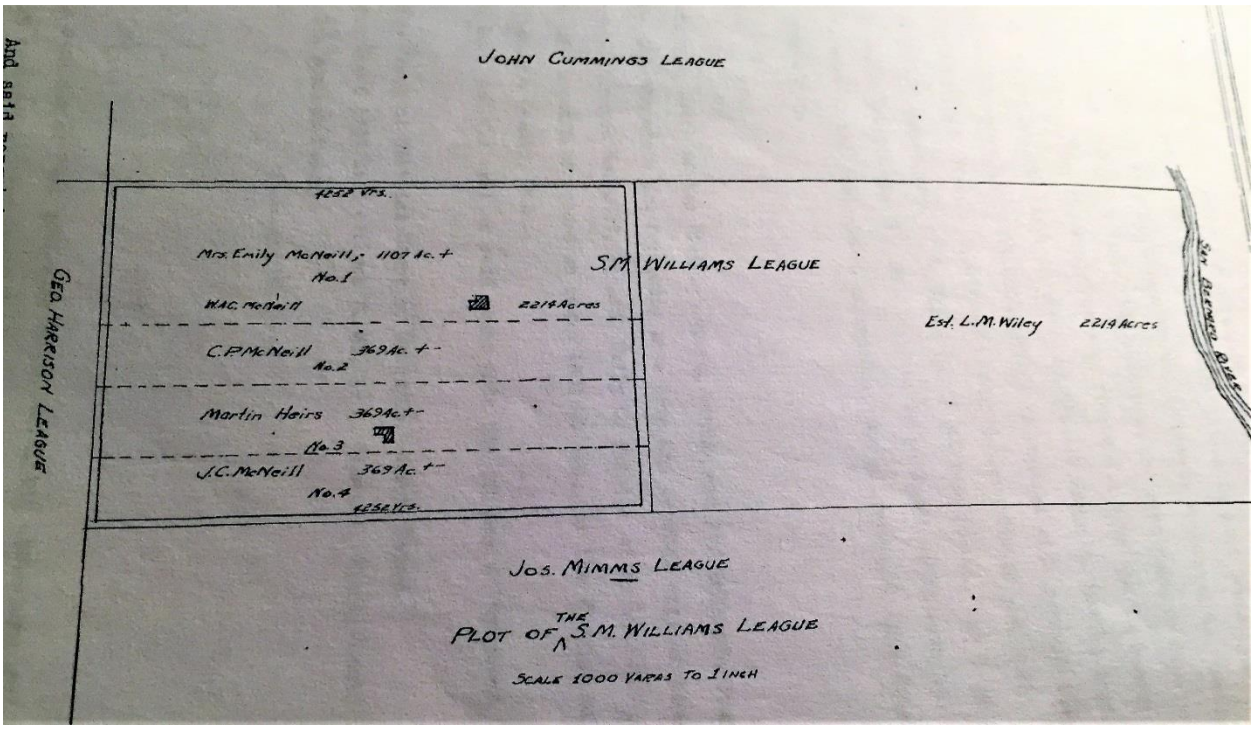
J.C. with C.P. McNeill took over operation of Jordan's former plantation by agreement (Freeman 2004:132). Yet, the auditor's report of the Jordan estate shows that neither credits nor deductions had been made on the estate's accounts between 1877 and 1882 (Case Records 4266). In December 1879, the plantation was partitioned between W.A.C.'s mother (Jordan's widowed daughter), Emily Jordan McNeill; the McNeill brothers; and the Martin brothers.[45] The Martin brothers obtained their one-sixth portion through their deceased mother because she was a sibling of W.A.C.; although she was not living, she had living children (the Martins). Thus, they were entitled to one-sixth of the former plantation (one-third of the one-half allotted to W.A.C.'s siblings).

The oldest Martin brother was now around nine years old, and the youngest was about six years old. The four Martin brothers shared their portion, thus this agreed partition gave each Martin brother an undivided, one-fourth interest in 369 acres of land from Jordan's former plantation in addition to the undivided one-quarter interest in the $5000 gold given to the four of them by the will. Emily Jordan McNeill got the upper 1107 acres; the Martin brothers got 369 acres, J.C. McNeill got 369 acres; and C.P. McNeil got 369 acres. Emily's portion of Jordan's plantation included the plantation house and former slave quarters.

Although the "sugar house, including said sugar mill, machinery, kettles and all appurtenances thereto" was located within the 369 acres allocated to the Martin brothers in the partition, the sugar mill complex and the one acre of land were ordered sold at public sale so that

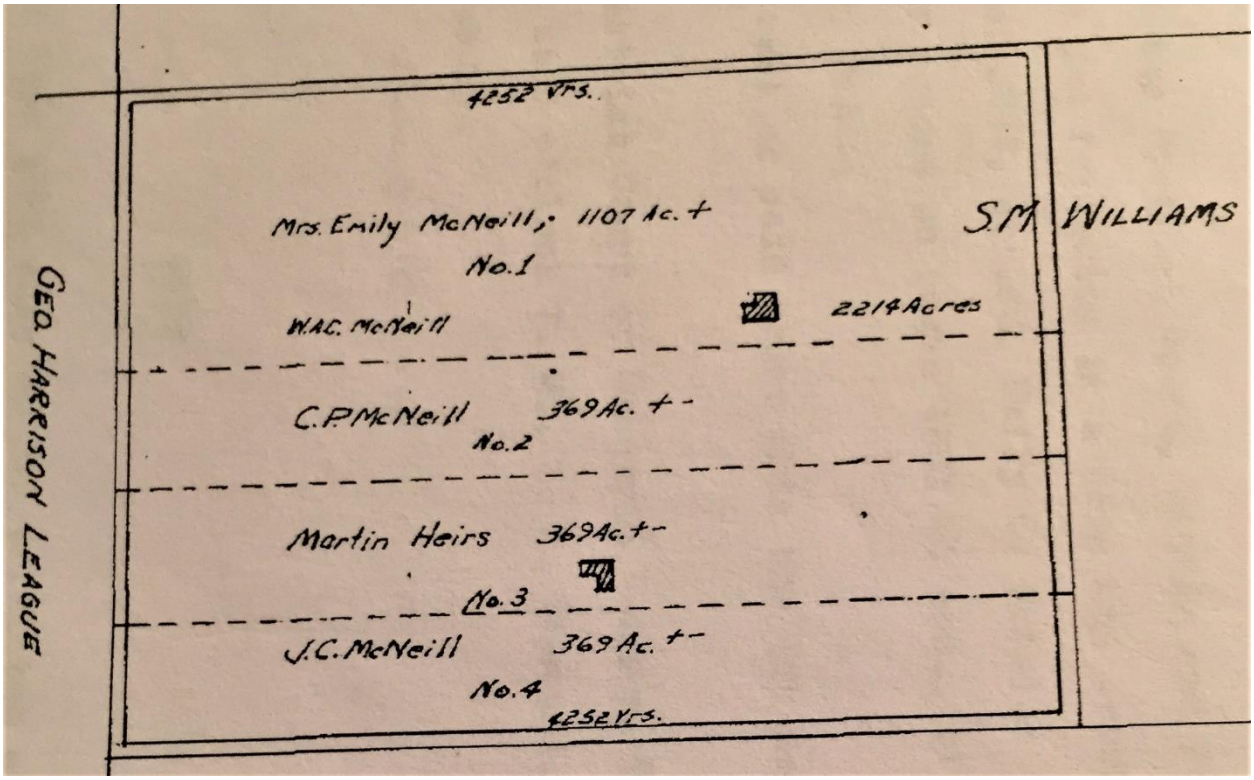
[45] Because the Martin brothers were still minors at the time of this case and ensuing subdivision, their father Robert F. Martin appeared as their "next friend" and J.H. Norris was appointed their special guardian for the partition (Case Records 3777). The case record shows that the Martin brothers and their father were living in Parker County, Texas, at the time.

the proceeds could be put into a "fair and equitable division" of one-third to James C. McNeill, one-third to Charles P. McNeill, and one-third to the Martin brothers. The Martin brothers' father had the highest bid at the first auction in January 1880, but he failed to pay the $3000 he bid.[46] At the second auction in July 1880, J.C. and C.P. McNeill bought it for $1000, and the $1000 should have then been divided into thirds and distributed (Deed Records 1881).



This map is part of the 1879 document that recorded the partition of Abstract No. 138 in the S.M. Williams League (Jordan's former plantation). The Joseph Mims League ("Jos. Mimms League") is labeled below the southern boundary and the Geo. Harrison League is labeled at the western boundary of the S.M. Williams League (Case Records 3777).

[46] In 1879, plantation-owner John Smelser bought 75 acre from the W. Cummings League at a tax sale—the land previously belonged to "R.F. Martin," presumably the father of the Martin brothers (Deed Records 1882).



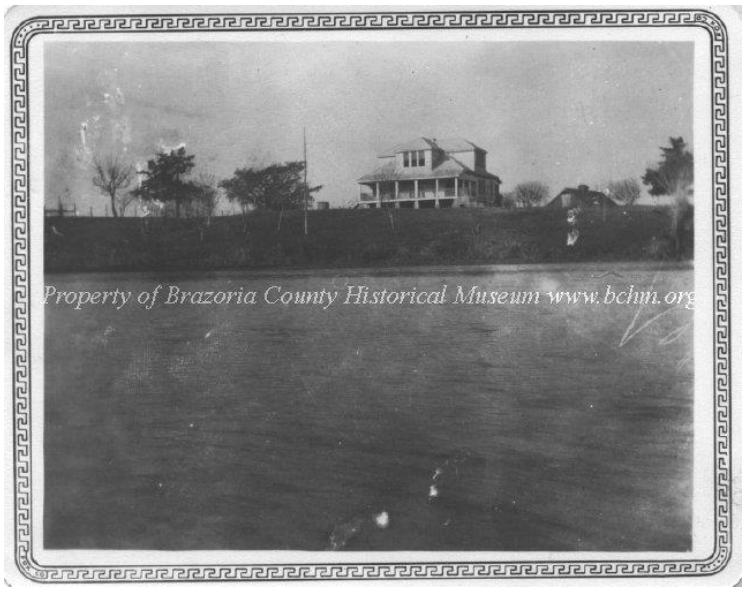
A magnified version of the image above (Case Records 3777).

On February 7, 1880, J.C. McNeill bought part of the neighboring Joseph Mims League at auction order to satisfy a judgment against Joseph Mims (Deed Records 1880). He obtained two tracts in the Mims League, the Mims house, the Mims ferry, and 909 acres out of the "Norris place" (Deed Records 1880). The judgment was on a debt due to the Jordan estate. By February 18, 1880, Emily McNeill had "completely broken up housekeeping," Charles and Calvin Martin were living with her, and they moved in with J.C. McNeill and his family (Freeman 2004:133; Solomon Collection, courtesy of the Brazoria County Historical Museum). Charles was around nine years old, and Calvin was around seven. Emily reported that R.F. and Will were in

Weatherford, Texas, with their father who was "merchandising up there"[47] (Solomon Collection, courtesy of the Brazoria County Historical Museum).

J.C. McNeill's home at Mims Ferry in the Joseph Mims League in 1957. The family still owns the home. (With permission of the Brazoria County Historical Museum, 2013.024p.0001, Henry Van Slyke (McNeill family) Collection).

[47] Sallie McNeill called Ann's oldest son, R.F, "the Col." when she wrote in March 1867 that he was sick and "sent for his Grandmamma" (Emily) (Raska 2009:137). She referred to the bond between Emily and the "Colonel" in another entry in July 1867, which indicates that R.F. was born on July 4: "Mc [Ann McNeill Martin], Kate and myself were feasted [by Mrs. Sweeny], and failed to return till the sun had set, much to Ma's discomfort in her efforts to get supper and nurse Colonel, whose birthday it was" (Raska 2009:141). It appears that Emily—the Martin's grandmother (Sallie's "Ma")—doted on the child, and a similar affection for his younger brothers after the untimely death of Emily's daughter in the same year that she lost her husband could be expected even before the untimely death of her son, W.A.C. McNeill, six years later.



The same house viewed from the San Bernard River in 1927 (With permission of the Brazoria County Historical Museum, 2005.016p.0024, Hodgson Family Photo Collection).

Emily wrote that she had rented out the LJPSHS to "Hal Chinn, who occupied the house" in 1880 (Solomon Collection, courtesy of the Brazoria County Historical Museum; Freeman 2004:132). H.W. "Hal" Chinn would later serve as a substitute trustee in deeds of trust between the Martin boys and Harris Masterson, and a man named Chinn from Matagorda County was involved in the Bernard Rifles raid on the Allen home in the 1879 article above.[48]

Freeman wrote that Charles and Calvin Martin (the two youngest Martin boys) went to live with Emily at the home of J.C. McNeill and his wife, Sarah Emma Reese McNeill, while the two oldest Martin boys (R.F. and Will) remained with their widower father in Weatherford in

[48] Hal Chinn was probably a relative of Dr. R.H. Chinn. Sallie McNeill refers to Dr. R.H. Chinn in her diary (Raska 2006:70, 71, 122, 147). In 1856, Dr. Chinn married a wealthy widow, Ann Taliaferro Thompson, whose plantation was on the Aylett C. Buckner League in Matagorda County near the Levi Jordan plantation (Ingram 2006:55-56). The plantation included 750 improved acres, 180 head of cattle, 200 stock horses, 13 mules, 150,000 bricks, and 7 yoke of oxen. Their enslaved labor force was valued at $32,127 in 1856, but, according to Ann's sister, "refugees from Louisiana and other states were taken in and given refuge at this home as well as the neighboring plantations" (Ingram 2006:55-56). Ann's sister who had herself fled Louisiana because of the Civil War described the "wonderful sight to see the immense caravan of covered wagons coming down the turn row of the house. All the household goods of the family and the slaves and their effects in wagons with the flocks of sheep and herds of goats, horses, and cattle, being driven behind were coming to Texas away from the dreadful scourge of the War" (Ingram 2006:55). People formerly enslaved on the plantation of Dr. R.H. Chinn established Vann Settlement in Matagorda County after Emancipation (Ingram 2006:104).

Parker County, Texas (2004:132). In 1880, the home occupied by J.C. McNeill and his family, Emily McNeill, her mother (Sarah Jordan), Charles Martin, and Calvin Martin burned, and they moved to two nearby plantations (Freeman 2004:132). Emily described the event in a letter from April 1880:

> For just as I was able to sit up at the fire, dear [J.C.'s] and Sarah's fine house caught fire and burned up, consuming the great part of all of our clothes, bed clothes, books, dry goods, Furniture, groceries, medicine, paper, pictures, etc., saved three bed steads, all the feather Beds but one, nearly all the furniture in Parlor was saved and dining room, lost my wardrobe with its contents, two large family Bibles (Solomon Collection, courtesy of the Brazoria County Historical Museum).

Emily wrote to a family friend in July 1880 from Hinkle's Ferry (names in brackets are changed from nicknames for clarity]:

> We have had quite a lonely time since dear Ella and precious Phillip [C.P. and Ella's child] are spending the Summer on the Beach. Mrs. Hinkle [Ella Hinkle McNeill's mother] is absent a good deal and My Son [C.P.] goes down every week for several days. I and little Boys [Charles Martin] and [Calvin Martin] can't go because Mother is in good health but so [weak] and frail that She is helpless and requires my constant care . . . . Little [Charles] says he can remember you. He has grown to be a big boy, almost 9 years old. Will and [R.F.] are up at Weatherford. I have been expecting them to visit us all vacation.
>
> My son [J.C.'s] family are still at Stratton's. . .
>
> . . . .

> In answer to some of your inquiries, I live so far from my old home I seldom hear from up there. Mr. Hal Chinn . . . rented my Home (Solomon Collection, courtesy of the Brazoria County Historical Museum).

Freeman wrote that family records show that J.C. McNeill rented the LJPSHS to Hal Chinn, H.W. Zimmerman, and R.S. Stanger to raise cotton in 1881 (2004:132). It is not clear whether they rented it all or in part. They also rented the Reese place on Cedar Lake to R.W. and Kate Jackson in 1881 for $600.00 (Freeman 2004:132).

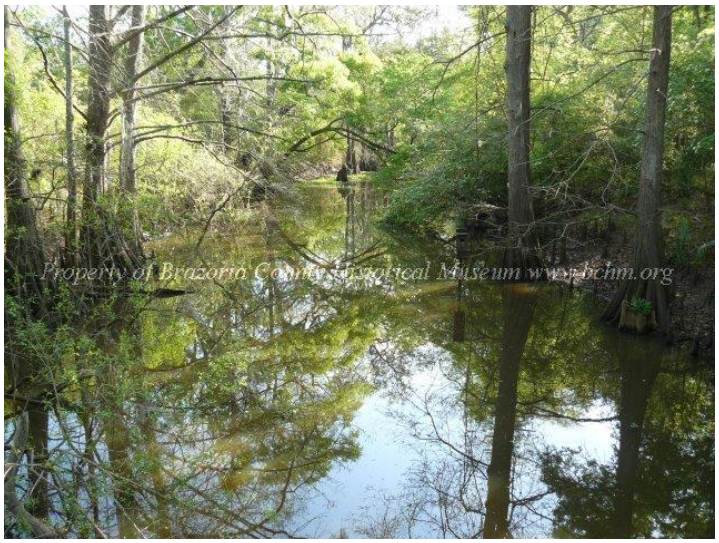
Stratton's (the place where Emily Jordan McNeill wrote that J.C. was staying) was probably the former Reese plantation situated partly in the McCroskey League (located to the immediate west of the Bell League where Hinkle's Ferry and the Rowe plantation were and directly south of the Harrison League) and partly in the Rebecca Cummings League (Deed Records 1881) (*see* Smith 2012). Harris Masterson purchased it in July 1880 at a tax sale, and he sold it to C.P. McNeill (whose wife was a Reese) in October 1881 (Deed Records 1881).[49]

Thus, in 1881 Emily, her mother (Sarah Jordan), and two of her Martin grandchildren were living at Hinkle's Ferry a few miles away from the LJPSHS. This also shows that Emily is raising the two youngest children of her dead daughter and caring for her aging mother. She is doing so in the home of her son and daughter-in-law even though she owns her own home at the LJPSHS, which is instead rented. The Martin brothers' father remarried in 1881, and R.F. stayed with him in Galveston (Freeman 2004:133).

The letter above mentions that C.P.'s wife and child were spending the summer at the beach. This was less of a vacation and more of a precaution—the cause of yellow fever was not discovered until 1900 (Raska 2009:181 n.15). It was believed that spending the summer (when

[49] To make matters unclear, the Rowe place is called the Reese plantation or place in *McNeill* v. *Masterson* (Case Records 13679).

yellow fever was most likely to occur) at the beach was healthier than remaining inland. Emily and her children are recorded doing so in Sallie McNeill's diary in 1867 (Raska 2009:139-54). The photograph below shows a waterway in the area—Little Linnville Bayou, located to the north of the LJPSHS near Chance's Prairie and Sweeny—it and others like it are havens for mosquitos, the transmitters of yellow fever (*see* Crosby 2006:153-66).



Little Linville Bayou near the current location of Phillips 66 in Old Ocean, Texas, near Sweeny. (With permission of the Brazoria County Historical Museum, 2013.048p.0001, Neal McLain Collection).

J.C. McNeill, Harris Masterson, and Hal Chinn were sued in the justice court in 1880 in a case where it was alleged that they fraudulently conveyed 500 acres on Cedar Lake in the Dillard League (Brazoria Co. Ct. No. 3857). J.C. lost the case in a default judgment when he failed to answer or appear, but it was appealed to the county court in 1881. The allegations were that Masterson "pretended to convey said land" to H.W. "Hal" Chinn for $18.50 in January 1881, then Chinn "pretended to convey to J.C. McNeill" for $100.00 in an attempt to cloud the title of the landowner, Joseph Bates.[50] Bates told the court that he had "built tenant houses and fences . . . for the purpose of renting" the land (Case Records 3857). In June 1881, the county court ruled

[50] Morris Bates, a relative of Joseph Bates, and a man named "Chinn" were reported to have been part of the 1879 raid by the San Bernard Rifles on the Allen Banks home described in the Times Picayune article (above).

that J.C. McNeill owed Bates $29.34, primarily because he had failed to defend the lawsuit. Masterson and Chinn owed nothing.

In December 1881, J.C. and his wife partitioned their interests in their property holdings with C.P. and his wife, including the former Rowe place, which went to C.P. and his wife. In exchange, C.P. and his wife transferred their half interest in Lot No. 2 of the former Jordan plantation and the one acre in Lot No. 3 that contained the sugar house of the former Jordan plantation, which he and J.C. had jointly owned since the 1879 partition of the LJPSHS (Brazoria Co. Dist. Ct. No. 1208). They also transferred to J.C. and his wife their half interest in the property in the Joseph Mims League (one tract of 908 acres and another of 223 acres) and the Rebecca Cummings League (242 acres) (Case Records 1208). An instrument filed in January 1882 vested undivided ownership of the property that included Mims Ferry in Sarah Emma Reese McNeill, J.C.'s wife.

As this activity demonstrates, the McNeill brothers obtained a lot of property outside of the LJPSHS. In addition, they both married women whose families had large property holdings in the area. In a time when agriculture was still a primary industry, possession of land and family connections allowed them to prosper. It also explains why the LJPSHS may not have received their undivided attention, and it can also explain why their mother deeded her part of the LJPSHS to the Martin brothers a few years later.

Emily, her mother (Sarah Stone Jordan), and her Martin grandchildren also appear to have been rearranged at this time. In her letter from November 1881, Emily wrote that they were living at the Mims place with J.C. and his family, but they rarely saw them because J.C. was often gone and his wife and children, as well as Emily, were often sick. Sarah Stone Jordan also suffered. "And my poor Momma is so helpless in her blindness [she] requires so much care,

more than formerly, she can scarcely walk, though she is in tolerable health (Solomon Collection, courtesy of the Brazoria County Historical Museum). R.F. had joined them in the summer, but Will remained with his father. Emily wrote that their father "writes very seldom" (Solomon Collection, courtesy of the Brazoria County Historical Museum).

Emily also wrote that neighbor and family friend R.S. Stanger died in November 1881. Stanger had worked at the LJPSHS since he was a boy. Emily wrote that "Carpenter John" came to the Mims place to tell J.C. that Stanger was sick (Solomon Collection, courtesy of the Brazoria County Historical Museum). Carpenter John is likely John McNeill, a man who had probably been a slave on the plantation of Jordan and J.C.'s father. He had also performed carpentry work on the LJPSHS in 1874 and was part to the 1878 indenture contract with W.A.C.

An instrument recorded in March 1882 memorialized R.S. Stanger's 1874 pledge of his life insurance policy from "Eatna Life Insurance Company" to secure the $10,000 debt to J.C. McNeill for rent of the LJPSHS before Jordan had died in 1873 (Deed Records 1882). Stanger leased the LJPSHS from Levi Jordan from 1870 or 1871 until 1873 (Freeman 2004:125-26). As the McNeill brothers were granted debts due to Jordan in Jordan's will, recording Stanger's 1874 pledge was probably part of the financial "housekeeping" they were doing in the early 1880s. Emily wrote that J.C. had gone to Stanger after Carpenter John told him he was sick, and J.C. remained with Stanger until he was buried.

In June 1882, a Galveston law firm[51] sued J.C. and C.P. McNeill in Brazoria County Court for unpaid legal services to the estate of Levi Jordan in a Galveston County court case[52] (Galveston Co. Ct. No. CI 29). They obtained a default judgment on September 18, 1882, for

[51] Ballinger & Mott.

[52] *J.C. and C.P. McNeill, Executors*, v. *D.C. Stone*, Galveston Co. Dist. Ct. No. 8496 (Case Records CI 29). The information about the Galveston court case was obtained for this thesis only from the Brazoria County court case and the appellate case records—the Galveston records were not examined.

$281.66 plus interest (Case Records CI 29). The payment of this judgment in 1882 was the first credit or debit entry in the estate's accounts since 1876, according to the auditor's report in another case (Case Records 4266). The law firm obtained a levy of execution against "property of the Levi Jordan estate in the hands of" the McNeills—the Rowe place (identified as the "Reese Plantation") purchased for J.C. and C.P. in 1866 and Lot No. 2 of the 1879 partition of the Jordan plantation (Case Records CI 29). J.C. and C.P. appealed the judgment, which postponed the attachment of the Rowe place, and the judgment in favor of the law firm was reversed by the court of appeals in February 1883 (*McNeil* v. *Ballinger & Mott*, 1883 WL 8699 (Tex.Ct.App.), 1 White & W. 482).

On September 25, 1882, another court in Galveston County appointed J.C. McNeill as the guardian of the *estate* of the Martin brothers (Masterson Papers).[53] While the guardian of the *person* is "entitled to the charge and control of the person of the ward" and is responsible for the "care of his support and education,"[54] the guardian of the *estate* is responsible only for the "possession and management of all property belonging to the ward" (Tex. Rev. Civ. Stat. arts. 2540-2542 (1879)). Thus, J.C.'s guardianship of their estate unified the Martin brothers'

[53] On March 12, 1892, the Galveston law firm of Rustin & Rose prepared" an examination of the title to Lot Number One (1) in Block Number Five Hundred and four (504) in the City of Galveston, Texas, in accordance with the Abstract of Title prepared by the Galveston Trust Title Guaranty and Abstract Company, dated July 17th, 1890" and May 1, 1891 (Masterson Papers). This report was prepared for M.W. Shaw, the future purchaser of the R.F. Martin & Co. Building from Harris Masterson after the end of *McNeill* v. *Masterson.*
A copy of this report is contained within Harris Masterson's papers at the Woodson Center at Rice University. The information in this portion comes from this copy. Due to the nature of the document and the identity of for whom it was prepared, information from it is presumed to be reliably accurate. I did not verify it, however, except in the limited circumstances where references to matters within it were cross-referenced by Brazoria County legal archives, such as in Brazoria County District Court No. 4131, *Ex Parte Martin*. Further investigation could explain why J.C. McNeill alleged to the Court in *McNeill* v. *Masterson* that one of the parties in the Galveston case (D.C. Stone & Co.) was indebted to the Jordan estate (Case Records 13679).

[54] Under Article Five of Jordan's will, McNeill as excecutor was expected to use the interest from the $5000 given the the Martin heirs for their education, but only *after* the death of Emily Jordan McNeill. "[A]nd at her death the said Sum is to be kept at interest, and the interest is to be applied by said Trustees to educating the children of my Grand daughter Ann R. Martin, during their Minority" (Court Records 941). Emily's letters show that the Martin brothers were being educated at times while in Brazoria while she was still alive, and it would appear that McNeill paid for that with his own money.

property in Galveston County—the R.F. Martin store building sitting on Lot. 1 of Block 504 titled in their name since 1877—with their $5000 inheritance due to them in the future from Levi Jordan's estate in Brazoria County and Tract No. 3 of the former Jordan plantation assigned to them in the 1879 partition under J.C.'s possession and management. J.C.'s bond and inventory were filed with his application for guardianship in August 1882.

The Galveston property was seized by writ of attachment from a judgment against the Martin brothers' father in a Parker County district court for $1129.25 and costs because his name in the judgment ("R.F. Martin") was connected with R.F.'s name on the 1877 deed ("Royall Furness Martin") (Masterson Papers), not to mention that the building was named for their father and he operated a business from it. The Martins' father deeded the same building and lot to another creditor in a case in federal court in Dallas "by virtue of a sale made by" the U.S. Marshal (Masterson Papers).

The competing creditors sued J.C. McNeill in federal court in Galveston as "guardian of said Martin minors to vacate and annul the deed made to them" in 1877, alleging that the Martins' father "had purchased said property and paid for it and had the title to the same placed in the names of his said children to defraud his creditors" (Masterson Papers). J.C. and the Dallas federal case creditor (who presumably had a higher priority claim to the property than the Parker County case creditor) settled the federal case in Galveston County when J.C. paid the creditor $1000.00 on behalf of the Martin brothers in 1877 or 1878 (Masterson Papers).

Alternatively, J.C. McNeill alleged in *McNeill* v. *Masterson* that one of the parties in Galveston ("D.C. Stone & Co. of Galveston") was indebted to the Jordan estate for $3000 (Case Records 13679). The debt was settled for a transfer to J.C. and C.P. McNeill of around 1300 acres of land in Llano, Hamilton/Mills, and Concho counties in Texas. According to the exhibit

attached as evidence of this transfer, the taxes on two pieces of acreage were paid through 1888, indicating that the $3000 debt was settled some time in 1887 instead of 1882.

Stanger's life insurance policy paid $10,000 to the estate in January 1883. For the first time since Jordan's death, the estate accounts had more credit than debt—it had $1653.92 (Case Records 4266). In March 1883, J.C. McNeill sued the administrators of R.S. Stanger's estate on behalf of the Jordan estate for $2699.94 claimed to be owed by Stanger to the Jordan estate—a debt that was secured by the life insurance policy. A case filed a few years later contained an accounting of the Jordan estate performed by two auditors (H.W. "Hal" Chinn and J.P. Bryan) (Case Records 4266). It showed that the Jordan estate paid the premiums for this insurance policy from 1873 to 1880 (between $163 and $186 per year) (Case Records 4266).

In October 1882, J.C. McNeill purchased a partial interest in 640 Crosby County, Texas, acres shared with the Kentucky Cattle Raising Company; he was represented in the negotiations by Harris Masterson (McNeill 1988:12-13). He paid $8000 cash and gave an $8000 promissory note to John Duncan, an agent of the New York & Texas Land Company[55] (McNeill 1988:12-13). After arranging this deal, Masterson probably had a good idea of how much and what kinds of assets J.C. owned. J.C. McNeill hired Manuel McPherson, a freedman, as a cowhand[56] at the Crosby County ranch (Freeman 2004:132), perhaps to help drive the 1500 head of SR cattle moved from Brazoria County to Albany, Texas, on the Great Western Cattle Trail in 1883 (Tex.

[55] In 1886, the New York & Texas Land Company owned thousands of acres in Brazoria County, also (Tax Records 1886).

[56] "In the view of Alwyn Barr, it has not been well appreciated that African Americans in Texas made up about 20 to 25 percent of cowboys, bronc riders, and cooks working in the cattle business of the late nineteenth century" (Furse 2014:59). Dobie visited and wrote about cattle on the vicinity of the LJPSH in the early 1930's:

> '[O]n a coldish misty December day, toward sundown, in the year 1931' [when Dobie] rode up to a ranch house on the San Bernard River, in Brazoria County, Texas. A white man of advanced age was out in a pen with three Negro cowboys.' When Dobie met the Negroes, he found that one of them was named Jim Keller. He immediately remembered, he later wrote, 'that Charlie Siringo had spoken of a Jim Keller who once loaned him a saddle horse . . . . We went inside the house to drink coffee and talk. Somehow what he told me lit up the Charlie Siringo of mavericks, mustangs, mossy-horned steers, fenceless coastal ranges, hide and tallow factories and Shanghai Pierce's bellowing voice more than anything else I have met outside of Siringo's first autobiography' (Durham and Jones 1965:28).

Dept. Ag. 1982). Despite the purchase, J.C. continued to reside at his house in the Mims League on the San Bernard River. He rented land on the LJPSHS to Jonathan Morrison and H.W. Zimmerman (Freeman 2004:132 & 133 n. 81).

In December 1882, Sarah Stone Jordan—Levi Jordan's wife, Emily's mother, the McNeill brother's grandmother, and the great-grandmother of the Martin brothers—died (Freeman 2004:133). Because Sarah Stone Jordan elected to take under Jordan's will and the rights she took ended when she passed, she had no estate of her own to transfer at her death. At the time, Sarah and her daughter Emily were living in J.C.'s home on the former Mims plantation along with Will, Charles, and Calvin Martin[57] (Solomon Collection, courtesy of the Brazoria County Historical Museum). Emily's observation about the plantations in the vicinity is revealing:

> [T]he Jordan place is occupied by a few negroes [;] Leonard Mims place, Ro[w]e place have no whites[;] Stratton place will soon be vacated by white folks, the few remaining citizens are getting on the river to live. . ." (Freeman 2004:133) (alterations in the original).

Emily wrote from Mims Ferry in March 1883 that "Charles is almost as tall as you are—all are smart in their books except [Will] was backward because his Father gave him no attention" (Solomon Collection, courtesy of the Brazoria County Historical Museum). She continued:

> Their Father has not seen Charles and [Calvin] since the death of their Mother. [Will] has been with me for a year, a big boy early 15—[R.F.] is is helping his Father in a home

[57] Compare this with the interpretation in the 2013 technical report:

> William died suddenly in 1879, prior to marrying or having any legally recognized children. At that point, Sarah Jordan inherited ownership of the property as Jordan's surviving heir. Upon her death in 1882, Emily Jordan McNeill inherited ownership of the northern 1111 acres (Brown 2013:Ch. 7, p. 3).

in Galveston, but I expect him here very soon as he wishes to help Uncle Calvin [J.C.] carry some cattle to Crosby Country in the Panhandle this spring—He has purchased land out there—The Family will remain here for a year or so (Solomon Collection, courtesy of the Brazoria County Historical Museum).

The final sentence shows that she may have anticipated that she would have no home when J.C. moved his family to Crosby County in the near future. Perhaps she considered the LJPSHS as rental income—as a widow with poor health raising her grandchildren, it is reasonable that she would not have wanted to lose her only source of income.

By January 1884, R.F. and Will were back in Galveston, but Charles and Calvin were attending school in Brazoria in February (Solomon Collection, courtesy of the Brazoria County Historical Museum). By April, Will had returned to Brazoria County and was attending school with J.G. Rainey; Emily wrote he was "pleased with his schoole—Mr. Rainey Cousin and all are good to him" (Solomon Collection, courtesy of the Brazoria County Historical Museum). R.F. worked for "his Pappa in the day and was going to a night school until Summer time, says his Father is very kind to him" (Solomon Collection, courtesy of the Brazoria County Historical Museum). Emily wrote from Mims Ferry that Will had to cross the prairie to school on horseback when it flooded, and he had to quit school in May after Mr. Rainey's new horse turned out to have been stolen and was returned to its owner.

In June 1884, Emily McNeill conveyed the part of the Jordan Plantation (Tract No. 1 in the 1879 partition map) that she inherited at the death of her son (W.A.C.), to her grandsons (the Martin brothers) in exchange for "Love and affection and the further sum of $10.00"[58] (Deed

[58] This document was executed before J.G. Rainey, a "Justice of the Peace and Ex Officio Notary Public in and for Matagorda County," but it was filed for record in July 1884 with the Brazoria County Court Clerk in Brazoria County (Deed Records 1884). It is possible that Emily McNeill's poor health and the proximity of her home to Matagorda County account for the appearance of a Matagorda County notary. J.G. Rainey was also a family friend

Records 1884). Her conveyance gave the Martin brothers an undivided interest in all but 738 acres of Jordan's 2214-acre plantation, including the plantation house and former slave quarters.[59]

All four Martin heirs were back in Brazoria in October 1884 when Emily wrote from Mims Ferry:

> Well [R.F] has bought a small piece of land for me out where the negro church stands at the Sugar House, [J.C.] is not pleased at it, predicts I will never have a house on it. Well, the boys if they don't work together and build, they will have to house [sic]. [Will], especially [R.F] as he is the __child . . . .Uncle [J.C.] lets them have his wagon. Yet, But I don't know how long they work those young horses. If children would be kind and affectionate toward each other, I would be happy and have no fears that we can live some way. But not like I once have, to know no troubles and my family was in health—Alas, I have so much trouble now . . . . (Solomon Collection, courtesy of the Brazoria County Historical Museum).

(Raska 2009:128). On www.webarchaeology.com, it is erroneously stated that this sale only "became 'known' after Emily's death in 1885" because "Emily did not inform her two surviving sons [J.C. and C.P. McNeill] of this sale, and indeed, it was filed in Matagorda County . . . rather than in Brazoria County" (Brown in McDavid 1998:A Brief History of the Plantation). The same error is repeated in the 2013 technical report:

> In 1884, shortly before her death in 1885, and despite the original desires stated by Levi Jordan in his will, Emily sold this entire property to the four Martin Boys for $10.00, filing the original deed in Matagorda County and later filing in Brazoria County (Brazoria County Deed Records Book W:564-565). It appears that Emily might not have informed her sons, James and Philip, of this sale, despite their role as farm managers and executors of the estate (Brown 2013:Ch. 7, p. 3).

This error results in what seems to be a mischaracterization of Emily McNeill as a woman who took efforts to hide an important decision about her own property which she actually made and recorded openly in the regular method, a characterization which in turn distorts the narrative of the dynamic between Emily McNeill and her sons (the McNeill brothers) and grandsons (the Martin brothers).

[59] Some farming was happening at the former Jordan plantation at the time, most likely on Tract No. 4 (based on the association with Martin Mack). At the end of July 1884, Lucinda Williams pledged to Smith Bros. in exchange fo $10.10:

> My entire crop of cotton & corn now standing growing and being cultivated by me on the Jordan Place consisting of about seven acres in cotton and about [blank] in corn. Also two oxen and one bay horse brands unknown , the same are my property and are now in my possession. The above cotton is all cotton on the Jordan Place about two acres and all cotton on what is know [sic] as the Welborn or Martin Mack place about 5 acres this mortgage is given on all crops raised by through or under me during the year 1885 (Brazoria Co. Records of Chattel Mortgages C).

This letter indicates that she was concerned about her living arrangements when J.C. moved his family to Crosby County in the near future, and she was trying to arrange to have a place near her remaining family—the youngest Martin was only 11. She and J.C. expressed more doubt than hope about the Martins' plan. In this context, transferring her interest in the plantation seems like an attempt to trade property for a home. She also must have cared for them very much, having raised at least two of them since infancy.

A ledger entry from the McNeill records shows that J.C. McNeill paid $20 to "Clab Holmes for building house" three months later in January 1885 (McDavid 1998). Another entry "makes it clear that the house was for Emily" (McDavid 1998). It is unclear just where the house was located.[60] Emily probably wanted to be close to her own family, which means that a house on the land R.F. is supposed to have bought her would have met that requirement. Further, R.F. must have "bought" her land from his brothers—as described, it was on Lot No. 3 which they received in the 1879 partition—written records of this act are not located.

In December 1884, J.C. and Sarah Emma Reese McNeill sold about 42 acres from the former Joseph Mims plantation to Jerry Johnson for $211.25 (Deed Records 1884).[61] Jerry Johnson's son, Manson Alphonse Johnson, still owned this land (and more) in 1983 (Markley 1983: Brazoria County Historical Museum). Several of his children still lived in the Mims community at that time (Markley 1983: Brazoria County Historical Museum).

[60] Article Seven of Jordan's will gave Emily a home with her mother, Sarah Stone Jordan, but since the will only gave Sarah Jordan a life estate in the Jordan plantation, it could be interpreted that the grant of a home to Emily ceased to be effective when her mother died. In practice, however, it does not appear that J.C. McNeill intended to leave her without a place to live. The question seems to revolve rather around where and with whom she would live after he moved his family to Crosby County. J.C. McNeill and his family never actually moved to Crosby County—perhaps the death of J.C.'s wife, Sarah Emma Reese McNeill, in 1890, altered their plan.

[61] The history of the property's ownership is included in the deed: "out of the Joe Mims six hundred and eight acre tract formerly known as the Norris place, then Anthony Winston place, then Joe Mims plantation, and bought by J.C. and C.P. McNeill at Sheriff sale, and deeded to Mrs. Sarah Emma McNeill by J.C. and C.P. in the division of their partnership property" (Deed Records 1884).

Emily Jordan McNeill died two months later in March 1885 (Deed Records 1885). She was nursed by freedwoman Hannah Holmes[62] and Katie Jackson Bell (who was listed in their household in the 1870 Census as an adopted daughter) (Freeman 2004:133 & n. 82; U.S. Census), probably at J.C.'s home at Mims Ferry. It is unlikely that she had moved into the new house during the winter when she was too weak to walk around (*see* Solomon Collection, courtesy of the Brazoria County Historical Museum). In an extraordinary act of cooperation orchestrated by Emily, Katie Jackson Bell received from J.C. McNeill, C.P. and Ella McNeill, R.F. Martin, and Will Martin 16 acres from the Mims property "for services rendered" and "out of appreciation for mother's wishes and the further consideration of friendship & gratitude" (Deed Records 1885).

In April 1885, J.C. and C.P. McNeill charged $140 for board and tuition at Bryan College for Charles Martin on their account at J.V. Hinkle & Co. (Case Records 13679). They charged $115 again in September 1885 for the same school and the same Martin brother (Charles). Bryan College may have been in Velasco at the mouth of the Brazos River in Brazoria County. J.C. and C.P. charged tuition and board at the same college for Will Martin[63] in June 1886 and March 1888 as well as Calvin Martin in April and September 1887 (Case Records 13679).

Smith Bros. v. J.C. McNeill, Brazoria Co. Ct. No. CI 186.

Also in 1885, J.C. McNeill opened an account for the Martin brothers at the Smith Bros. store in Brazoria so that they could buy on credit "articles necessary for their comfort" which

[62] Hannah Holmes (born about 1821) was the wife of the eldest Claiborn Holmes (McDavid 1998).

[63] Freeman wrote:

> Tragically, Willie Martin accidentally shot an individual named Western in Velasco, and Furniss left Galveston to care for the victim. Willie came to Brazoria, where his uncle C.P. McNeill lectured him about leaving school. Then Charles and his Aunt Sarah McNeill had a falling out, and he decided to move back to his father's home in Galveston (Bell Family Papers). Willie, Charles, and Calvin subsequently re-entered school, attending Bryan College, thanks to the Jordan bequest, in 1886-1887 (2004:134).

were "in keeping with their Estate of condition in life and by so doing" he hoped to encourage the Martin brothers to avoid "reckless extravagance and disregard for the advice of their Guardian" (himself) (Brazoria Co. Ct. No. CI 186). The account remained open until early 1887 (when Smith Bros. sued J.C. for refusing to pay for all of the Martin brothers' purchases (Case Records CI 186). McNeill's frustration in managing the property of the estate of his teenage wards is observable in the sworn testimony Hal Chinn (bookkeeper for Smith Bros., among other things) in the lawsuit that arose from this arrangement:

> Sometime after opening the account, I was crossing the river in [J.C.'s] Flatboat [ferry] with him, and he asked me where the "Martin minors" were getting all the new things he saw them with, and I told him from Smith Bros . . . and he said, "Hal, you know that's wrong. I never gave any orders for such things, and I won't pay for them. How am I to manage those boys if you all do them that way? (Case Records CI 186).

McNeill later testified that the Martin brothers were living with him at the time he opened the Smith Bros. account (Case Records CI 186).

Martin Brother	**Year**	**Items Purchased-$Item Cost**	**Total Amount Owed at End of the Year**
R.F.	**1885**	Ring 7.00 Boots 4.50 Nails 2.00 Shoes .25 Blanket 1.50 Suit Clothes 26.00 Boots 5.25 ½ Hose 1.40 Gloves 2.50 Handkerchiefs 1.00 Boots 4.50 Boots 6.00 Buggy "Palls" 4.00 Buggy saddle 2.25 Gloves 1.50 Cuffs .75 Rubber Coat 4.50 Coat and Vest 10.00 Drawers and undershirts 4.50 ½ Hose 1.50	Paid by R.F. Martin: $153.20 Also, Buggy "Poll" (4.00) and saddle (2.25) returned.

		Shirts 3.00 Collars .40 Handkerchiefs .30 Pants 8.50 Scarf .75 Apples .35 Saddle Bags 6.00 ½ hose .75 Boots 5.50 Cash on verbal order of J.C. McNeill 16.00 Drawers .75	Paid in full.
Will	**1885**	Boots 3.50 Knife .25 Pants 7.00 Shoes 4.00 Cartridges .50 Suit 16.00 Hat 1.00 Tobacco .20 Buttons .25 Shoes 3.25 Hat 4.25 Button .40 Hat 2.50 Tobacco .50 Ink and Press .50	Pants (1.75) and cigars and tobacco (1.85) returned. About $39.50
Charles	**1885**	Boots and Hat 8.50	8.50
Calvin	**1885**	--- (No entries)	Nothing
(Names obscured for many entries in 1886).	**1886**	Drawers .75 (R.F.) Cash on order of J.C. McNeill 4.50 (R.F.) Tobacco .20 (Will) Pants 1.75 (Will) Cigars .25 (Will) Hat 3.50 (Charles) Shoes 3.50 (Will) Slippers Drugs .55 Kerosene oil 2.00 Saddle 4 Straw Hats ½ Dozen knives Shot .20 Knife 1.25 Sugar 1.25 Lamp Fixtures .75 Rope .50 Bacon 4.00 Oil .50	Record is obscured—cannot use it to determine this amount.

(Table created by the author from Case Records CI 186).

The chart above describes the purchases of the Martin brothers at the Smith Bros. account. opened for them by J.C. McNeill. J.C. later testified that there were "many things in it the minors ought not to have," probably referring to their purchase of cigars and tobacco, among

other things (Case Records CI 186). Note that the account handled purchases on credit by both J.C. McNeill's family and the Martin brothers. There are few entries for McNeill and his family, and they are omitted from the chart above. McNeill must have bought for his family from elsewhere.

Two additional entries in J.C. McNeill's account at Smith Bros. from 1885 to 1886 were for non-family members. On August 4, 1886, $25.00 was transferred to "Geo. Williamson" (Case Records CI 186). George Williamson was the nephew of J.C. McNeill's sister-in-law[64] (McNeill 1988:29-30). The second entry was for a payment of less than $10.00 on July 26, 1886, for "Hauling and Ginning John Greenwood's Cotton" (Case Records CI 186).

Greenwood had previously been hired by the McNeill's in 1874 to grow cotton at the LJPSHS. In August 1885, Smith Bros. recorded his pledge to them of the "Entire crop of cotton and corn raised by mortgagor [Greenwood] during 1885 on Jordan Place 12 miles west of Brazoria, consisting of 12 acres of cotton & 10 acres of corn, also any and all personal property now owned or may be owned by mortgagor during the existence of this mortgage" for "$10.00 & other advances" from Smith Bros. (Brazoria County Records of Chattel Mortgages). A payment for hauling and ginning his cotton grown on the "Jordan place" on McNeill's account reflects J.C. McNeill's role as guardian of the estate of the Martin brothers (Case Records CI 186). Even though the Martin brothers lived there, McNeill appears to have been managing its operations at the time .[65]

[64] When J.C.'s wife died in 1890, his sister-in-law (who was George Williamson's aunt) moved into his home at Mims to care for her sister's eight children with McNeill as well as three Williamson children (McNeill 1988:29-30). George Williamson helped operate Mims Ferry until "he got into an altercation with a black man, subduing him by hitting him with an oar" (McNeill 1988:29-30). Williamson carried the "unconscious fellow" to J.C.'s house, and fled to San Antonio (McNeill 1988:30). He "demonstrated a deep devotion" to J.C., and J.C. hired him to work on the Crosby County ranch in 1890 (McNeill 1988:30).

[65] A former slave called "Aunt Fanny" "went to work with Calvin" at the Rowe place in 1867, according to Sallie McNeill's diary (Raska 2009:136). Two of the people who contracted to work on the LJPSHS in the 1867 Freedman's Bureau records were named "Francis Greenwood" and "John Greenwood" (Freedman's Bureau

However, J.C. McNeill told Chinn that he was going to resign his role as guardian of their estate after getting stuck with the bill for their unauthorized purchases. He remained guardian of the estate of the Martin brothers until October 15, 1886, when he was removed as guardian "for failure to give a new bond," and the guardianship remained open (vacant) as late as 1892 (Masterson Papers).

How Harris Masterson Got Standing to Sue the McNeills in *McNeill* v. *Masterson*

At the time of the passing of their grandmother, Emily Jordan McNeill, the Martin brothers were land rich and cash poor. Their mother, who had been dead for most of their lives, had been nearly disinherited by Jordan's will, with the exception of the $5000 granted to her children. In comparison, Levi and Sarah Jordan paid $17,000 in cash for the Rowe plantation that they gave to J.C. and C.P. (Deed Records 1866).

The youngest two Martin brothers had been raised more or less by their grandmother, and they had had little contact with their father. The oldest two brothers had contact with their father, but they had lived back-and-forth between him and their grandmother. Even if their father had played a bigger part in their lives, he appeared to have been incapable of financially supporting himself, let alone four children (*see* Masterson Papers). Without Emily, the Martin brothers had little moderating or unifying influence.

Her death simultaneously removed their primary caregiver and removed a barrier to the inheritance of the $5000 gold, a situation which Harris Masterson would soon use to his

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Records, courtesy of the Brazoria County Historical Museum). Greenwood is not a common name in Brazoria County. If Aunt Fanny was Francis Greenwood, then Aunt Fanny was probably related to John Greenwood. In this context, it is likely that John and Fanny Greenwood's affiance with McNeill could be traced back to their work together in 1867 on the Rowe place. In this context and in consideration of the existence of the guardianship and the inclusion of his account in McNeill's books at Smith Bros., Greenwood was more likely to have been working through McNeill at the LJPSHS than through the minor Martin brothers in 1885 to 1886. In 1893, "Francis Greenwood" is farming on the "Calvin Mims place" (Brazoria Co. Records of Chattel Mortgages D).

advantage. The death of Emily meant that the interest from the $5000 was no longer to be assigned to her according to Article Five of the will. Now, the only barrier between the Martin brothers and the $5000 was their age and/or marital status.

They ranged in age from around 11 to 18—old enough to envy and resent the prosperity of their uncles, J.C. and C.P., who lived just down the road, even though J.C. helped to support them. They were also young enough to need protection "from unscrupulous adults as well as their own lack of judgment and poor decisionmaking" (*see* Barnes 2017:413). In other, words, they were nominally subject to the protections of the rule of minority. But an unscrupulous adult, Masterson, worked his way around that to the detriment of the Martin brothers as well as the McNeill brothers, particularly J.C. McNeill, since Masterson had become familiar with his holdings while representing him in the Crosby County ranch transaction.

In December 1885, 19-year-old R.F. Martin applied to the Brazoria County district court for removal of his minority because he had a plantation that he wanted to "run and cultivate during the year 1886" and "it may be necessary . . . to get advances to successfully run and cultivate said place" (Case Records 4122). Harris Masterson was his attorney.

In April 1886, he applied again, and he was again represented by Masterson (Case Record 4131). This time he pleaded that he needed his minority disability removed because he was the "owner of an undivided one quarter of a considerable quantity of property in this and other counties that require attention" such as renting, paying taxes, and "Keeping off Trespassers"[66] (Case Records 4131). He explained further that "by reason of the death of

[66]It is possible that the "Trespassers" who R.F. hoped to be "keeping off" included "Antonio & Jere Hendricks" who pledged their ten head of cattle, one mule (purchased from J.C. McNeill), and one mare to "CL McNiel" in November 1885, for $115 (Records of Chattel Mortgages D). It is just as likely that these stock animals were located on one of the tracts of the Jordan plantation allocated to J.C. or C.P. McNeill after the 1879 partition. Also in November 1885, Anthony ("Antonio") Hendricks bought 25 acres from Harris Masterson's brother, B.T. Masterson, for $135.00 cash (Deed Records 1885). Based on the context of later transactions involving another

Petitioner's Grandmother, his Guardian was required to file an Additional Inventory of the property of Petitioner and his Minor brothers," but the guardian (J.C. McNeill) refused to do so. His living father, served in Galveston, did not object. R.F.'s petition was granted in June 1886, and his minority was removed (Case Records 4131).

The first listed allegations were probably sufficient—he had just received a large piece of property which could provide him (and his brothers) with an income. The additional allegation about the failure of his "Guardian" to make an inventory previews one of his future lawsuits (filed for him by Masterson in 1889). With the exception of the $5000 allocated to him in conjunction with his brothers, R.F. had no other right to Jordan's estate. McNeill was only required by the will to hold the $5000 for the Martin brothers until Emily passed away and they reached the age of majority; with the exception of education expenses, any additional financial support he gave to them was not required because he was only the guardian of R.F.'s estate, not his person.

Yet, as the child of one of Emily's children, R.F. could anticipate inheritance through her. After the 1879 partition of the former Jordan plantation, the most valuable piece of property she owned was the part of the LJPSHS that she had already given them just before she died. Beyond that, the most useful part of her estate were the two yoke of oxen, two mares, one stallion, seven mules, four plows, two cultivators, a cane wagon, an ox wagon, a mowing machine, a spade, four sets of gears, one gold watch, and 150 bushels of corn (as allocated in the 1879 partition) and any profits from the cotton crop of 1879 (Case Records 3777).

The Martin heirs had been allocated four mules, a horse wagon, four "sets of gear," and one mare—depending on who managed these after the 1879 partition (J.C. or the Martin

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landholder whose property adjoined Hendricks, the 25 acres was in the Mims League. If this is accurate, then the cattle were most likely on Lot No. 4 of the 1879 partition of the LJPSH, which belonged to J.C. McNeill.

brothers' father), J.C. may have needed to account for them upon R.F. attaining his majority (Case Record 3777). Thus, the "Inventory of the property of Petitioner and his Minor brothers" would be an inventory of the $5000 and the farm implements and stock of the Martins and their grandmother, Emily. Finally, although the 1879 partition included an agreement that J.C. McNeill would manage the Jordan estate, the agreement also stated that his management role ended with the "termination of this suit" (Case Records 1879). The partition suit ended in 1880.

Recall that Article Five of Jordan's will required that the interest of the $5000 gold reserved for the Martin heirs be given to Emily until the end of her life: "The interest thereon to be paid annually in Gold to my daughter Emily McNeil during her lifetime" (Case Records 941). This sentence set up the first restriction on the Martin brothers' inheritance—they could only have the $5000 *after* Emily died. It also meant that Emily had no money of her own—her income was tied to the inheritance of the Martin brothers. While she was not virtually disinherited like her daughter, Ann McNeill Martin, Emily Jordan McNeill received rather little from the estate that her dead husband, James Campbell McNeill, had helped Jordan to create—in total, it consisted of the interest on $5000 and the right to live with her mother, Jordan's widow.

In December 1886, 20-year-old R.F. Martin conveyed to Harris Masterson his interest in the $5000 in gold allocated to him in Jordan's will from Jordan's estate, which remained under the execution of the McNeill brothers (Deed Records 1886). On the face of this deed, Masterson is purported to have paid R.F. $1250, and R.F. warranted that his claim to his part of the $5000 was worth $1250 and became "payable on the 10th day of July 1887," presumably after his 21st birthday when Article Five of Jordan's will would be triggered.

In April 1887, J.C. McNeill and his wife conveyed to Masterson a 78-acre tract in the Rebecca Cummings League for $500 (Deed Records 1887). This property touched the "corner

of Martha Nathaniel's tract" (Deed Records 1887). Nathaniel may have been enslaved by Levi Jordan before Emancipation, and her name is on the Freedman's Bureau labor contract for the LJPSHS. The Rebecca Cummings League was adjacent to the Mims League where McNeill had purchased his home in 1880.

Also in April 1887, Smith Bros. sued J.C. McNeill in the court of the justice of the peace for refusing to pay the Martin brothers bill on his account (Case Records CI 186). They sued in Precinct One (probably the precinct that included the LJPSHS and the Martin brothers at home there), but J.C. contested the jurisdiction of the court because he lived in Precinct Eight (presumably the precinct that contained the former Joseph Mims house where he had lived since 1880). The case was tried in Precinct One, and Smith Bros. took nothing while J.C. was ordered to pay the costs of court (Case Records CI 186). A motion for new trial and appeal followed, and the case was scheduled for re-trial[67] on appeal in the county court.

After being delayed for at least seven settings in order to serve J.C. McNeill with the proper notice of citation,[68] McNeill's defensive plea to the jurisdiction of the justice court was granted, and the case was dismissed in December 1886. But Smith Bros.' motion to reinstate was granted, and the case was tried by the court on waiver of a jury in January 1888 (Case Records CI 186). McNeill pleaded that although the Martin brothers were living with him from 1885 and 1886, he was only the guardian of their estate, not their persons.

He argued that Smith Bros. "utterly disregarded their contract and [his] frequent protests" and "sold to said Minors a large amount of clothing and other articles unnecessary for their comfort and not in keeping with their Estate or condition in life, and by so doing, encouraged

[67] A case tried at the justice court level that is appealed to the county court is re-tried *de novo*—evidence and witnesses are presented in the county court as if the justice court trial had not occurred. The parties, however, will have learned each others' cases better than during the justice court trial, and they come to the re-trial on appeal with the knowledge acquired in the first trial.

[68] J.C. McNeill was served by the Sheriff of Crosby County on August 21, 1887 (Case Records CI 186).

said Minors in reckless extravagance and disregard for the advice of their Guardian" (Case Records CI 186). Of the nearly $300 owed to Smith Bros., J.C. testified that he had already paid $100, an amount which covered expenses that he or his wife had authorized. He also testified that Smith Bros. had "stuffed" the account with false charges. Hal Chinn, the bookkeeper for Smith Bros., testified against J.C. and for his employer, saying that J.C. had previously agreed to pay the balance of $139 that remained after the Martins' father had paid the original amount down to that figure. He also testified that the $100 paid by J.C. had actually been for "certain lodge dues" (Case Records CI 186).

The court found that J.C. McNeill owed Smith Bros. $97 plus interests and costs. J.C. McNeill appealed, but the court of appeals affirmed the county court's decision. Neither the judgment for $97 in this case, the $1000 paid to the creditor of the Martin's father in the federal case in Galveston in 1877 or 1878, nor the $1250 paid to Masterson on R.F.'s behalf in 1887 (below) were included in the account for the Jordan estate, whose last entry of credit or debit (other than interest accrued) was in 1883 (Case Records 4266).

In 1887, the McNeill brothers had repaid the $1250 that R.F. had borrowed from Masterson. In an instrument recording this transaction, Masterson wrote that "some time in June or July 1887" he was paid $625 by C.P. McNeill "by draft of J.V. Hinkle[69] & Co. on Ball, Hutchings & Co., and that J.C. McNeill paid him $650 on December 30, 1887" (Deed Records 1887). It is worth noting that the satisfaction of the debt was made and recorded on December 30, 1887, the end of the same month in which a Brazoria County grand jury returned an indictment for murder against R.F.'s younger brother, Will.

[69] C.P. McNeill was the "Co." in the business of J.V. Hinkle & Co. that he and his brother-in-law operated at Hinkle's Ferry (Deed Records).

R.F. borrowed from Masterson again. In February 1888, R.F. and Masterson filed a deed of trust[70] (H.W. Chinn as substitute trustee) (Deed Records 1888). R.F. secured a debt of $1500 with his undivided interest in the "Levi Jordan Old Plantation" (1107 acres given him out and his brothers by Emily McNeill in 1884 as well the 369 acres originally partitioned to the Martin brothers in 1879) and his one-quarter interest in the "two storey brick building, and grounds upon which same is built . . . in the City of Galveston . . . commonly known as the R.F. Martin brick store[71] . . . the same building in which R.F. Martin formerly did a mercantile business" (Deed Records 1888).

Under the terms of the deed, R.F. was required to repay Masterson $500 in January 1890 and $1000 in January 1891. Failure to make the first payment would render the second payment immediately due. Additionally, R.F. agreed to pay $150 in attorney's fees and another $400 in the event that Masterson had to sue to for failure to pay, and he agreed that Masterson could sell the property with warranty at public auction. Further, R.F. agreed that Masterson should be paid for the expenses of the auction, including a commission of 10 percent, and Masterson had the "right to become the purchaser at such sale, being the highest bidder" (Deed Records 1888).

R.F. also agreed to maintain the value of the property and pay all taxes on it; if he failed to do so, then he was required to allow Masterson to do it and acknowledged future indebtedness to Masterson for the amount Masterson paid in taxes plus 12 percent interest. Finally, he agreed

[70] "A deed of trust to secure a debt is in legal effect a mortgage" (Swan 1890:394). In 1890, deeds of trust were "the favorite mode of security in most of the States of the Union" in part because "trust deeds with power of sale afford to the creditor an easy, cheap and speedy remedy . . . and enable him to avoid the vexations delay, expense and inconvenience of a foreclosure in court and a sale under a decree" (Swan 1890:394).

[71] In March 2019, the City Council of Galveston adopted an ordinance which designated this structure as "Historically or Archaeological Significant Site in Need of Tax Relief to Encourage its Preservation" (City of Galveston Planning Case No. 19P-009). The Galveston building was:

> constructed in 1878 by Robert Furniss Martin and operated as a furniture store. The R.F. Martin & Company Building was listed on the National Register of Historic Places in 1984 . . . . The building has housed a wide variety of businesses since its construction, including, for a time, a bordello on the second floor.

that he would not encumber the property with other liens, and he promised to refrain from seeking to protect his interest in it by designating it as his homestead. Masterson drove a hard bargain, and he now held a lien on an undivided one-fourth of the property, including the plantation house and the former slave quarters.

R.F. Martin, Jr., Will Martin, Charles Martin, and Calvin Martin v. J.C. McNeill, Sarah Emma Reese McNeill, and C.P. McNeill, Brazoria Co. Dist. Ct. No. 4266.

The allegations in this case were previewed in R.F. Martin's petition for removal of minority two years earlier (Case Records 4131, 4266). Represented by Masterson, the Martin brothers sued the McNeill brothers (including J.C.'s wife) on June 4, 1888 (Case Records 4266, 13679). The nature of the pleadings in this case as well as in *McNeill* v. *Masterson* indicates that Masterson's real goal may have been the Rowe place on the Bell League and the SR cattle that were on it, as well as the Crosby County ranch. If the court in this case allowed the Martin brothers to explore the financial affairs of the prosperous McNeill brothers, then Masterson was bound to find something for himself in them.

On a cross bill, Will Martin alleged that the ranch had grown to a one-half interest in 16,000 acres worth $48,000 and SR cattle sold had earned J.C. McNeill and his wife $13,500 (Case Records 4266, 13679). He also alleged that 4000 head of stock cattle remained in the SR brand. He asked the Brazoria County court to remove J.C. McNeill from his role as guardian of their estate and appoint a receiver so that McNeill's ranch and the Rowe place could be partitioned among him, his brothers, and the McNeills. Will Martin was represented by his father-in-law, A.R. Masterson (Harris's brother), in his cross bill.

He based this argument on the law of community property and intestate succession, arguing that Sarah Jordan had retained her half of the community after Jordan's death, and part of her community interest should have passed to him and his brothers at the death of Sarah's daughter, Emily. He also argued that Sarah Jordan's community interest should have been traced back in time to Jordan's lifetime because he alleged that Jordan had deprived Sarah of part of her community interest with "large donations" to J.C. and C.P without Sarah's consent (Case Records 4266, 13679). He also complained that "Emily McNeill resided with her son, the said James Calvin McNeill and remained up to the time of her death under his dominion" (Court Records 4266, 13679). In summary, because the community had been wrongfully divided, the surviving McNeill siblings and J.C.'s wife owed the Martin brothers an accounting of the Jordan estate so that the court could remedy the problems described.

Recall that J.C. had failed to renew his bond in 1886 in the Galveston case in which he had been appointed the guardian of the *estate* of the Martin brothers. Although no new guardian was appointed, J.C. was probably disqualified to be the guardian of their estate after the first bond lapsed two years earlier. Additionally, R.F. Martin had been emancipated, and Will would be emancipated during the pendency of this lawsuit. Finally, the guardianship had been established in the Galveston district court, not the Brazoria district court where the current suit was filed, calling into question the authority of the Brazoria County court to preside over the Galveston county-based guardianship.

However, the Brazoria County district court did have jurisdiction to address the issues arising from the real property of the community in Brazoria County. J.C. McNeill's wife was included as a party because J.C. had transferred some of his interests into her separate property in 1881 (*see* above). As separate property, it was not subject to claims against her husband.

However, the argument that the property could be traced to that which had originally belonged to the Jordan community and to which the Martin brothers could claim through intestate succession, could require a determination whether her separate property was rightfully the property of the Jordan community.

The case record for Case No. 4266 is sparse—as appears to have been his practice with other cases, Masterson may have borrowed from it. Other than Will Martin's cross bill which was contained within the case record of Harris County District Court case No. 13679, there are two other sets of records in the case. The first consists of a report of auditors tasked by the court to assess the credits and debits of the Jordan estate since 1873. It was prepared by J.P. Bryan in conjunction with H.W. "Hal" Chinn (Case Records 4266). The second set consists of the district court minute entries for this case. According to the Supreme Court of Texas in *McNeill* v. *Masterson,* Will Martin's cross bill in this case was abandoned (79 Tex. 674, 15 S.W. 673 (Tex. 1891)).

The pleadings in *Martin* v. *McNeill* and *McNeill* v. *Masterson* are chronologically intertwined. The complexity of the concurrent cases is visible in the chart below.

Date	Event	Case
June 4, 1888	Filed in Brazoria County District Court	4266
January 12, 1889	Will Martin's minority removed	4280
May 9, 1889	*McNeill* v. Masterson filed in Brazoria County district court as *Masterson* v. *McNeill*	4333
June 15, 1889	John McNeill "colored," Promise McNeill "colored," and seven other witnesses, including H.W. "Hal" Chinn, are served to appear on behalf of the McNeills. Service for four other witnesses was returned on another day. Most of the witnesses served completed affidavits in support of the McNeill's motion to change venue.	4333
June 28, 1889	Promise McNeill and John McNeill sign Affidavit of Witness attendance in court in Brazoria in case No. "4233," an error in transcription from the McNeill's request for witnesses filed on June 10, 1889	4333
June 28, 1889	Agreed motion to appoint joint auditors	4266
August 20, 1889	Report of the accounting of the estate of Levi Jordan by J.P. Bryan and H.W. "Hal" Chinn *completed*	4266
September 19, 1889	Request of McNeill brothers to depose J.G. Rainey	4266

January 8, 1890	Report of the accounting of the estate of Levi Jordan by J.P. Bryan and H.W. "Hal" Chinn filed	4266
January 14, 1890	Deposition of J.G. Rainey excluded on motion of Will, Charles, and Calvin Martin	4266
June 26, 1890	*McNeill* v. *Masterson* transferred to Harris County on a motion for change of venue.	4333/13679
November 25, 1890	Will and R.F. Martin (co-defendants of the McNeill brothers in *McNeill v. Masterson*) adopt Masterson's pleadings and acknowledge them as true	4333/13679
September 12, 1890	Will Martin's Cross Bill	4266
February 24, 1891	Supreme Court of Texas affirms *McNeill* v. *Masterson*	4333/13679
June 20, 1891	J.C. McNeill stands in for his wife Calvin Martin's legal guardian is identified as his father, R.F. Martin, Sr., Intervenor	4266
June 30, 1891	Order on change of venue set aside	4266
July 2, 1891	Judgment set aside and Martin brothers' motion for a new trial granted.	4266
January 2, 1892	Motion for Change of Venue reinstated, and case transferred to Harris County.	4266

On June 15, 1888, R.F. Martin made another deal much like the first one with Masterson, pledging his quarter interest in the 1480 acres of the "Martin Heirs" and the Galveston store (Deed Records 1888). This time, he purported to be indebted to Masterson for a promissory note of $800 due in January 1890 and another note for $1000 due in January 1891.

The date of this note—June 15, 1888—was the same date that Masterson sued J.C. McNeill for excluding him from a sale of the machinery of the sugar mill at the LJPSHS. This is the same sugar mill that J.C. and C.P. McNeill had purchased at auction in during the 1879 partition and which C.P. and his wife conveyed to J.C. and his wife in 1881 (Case Records 3777, Deed Records 1881). Masterson alleged that he had arranged the $2500 sale by introducing J.C. McNeil to the buyer, but J.C. had failed to pay Masterson his $250 commission. McNeill argued that R.F. Martin arranged the sale for him. Masterson prevailed on June 22, 1889.

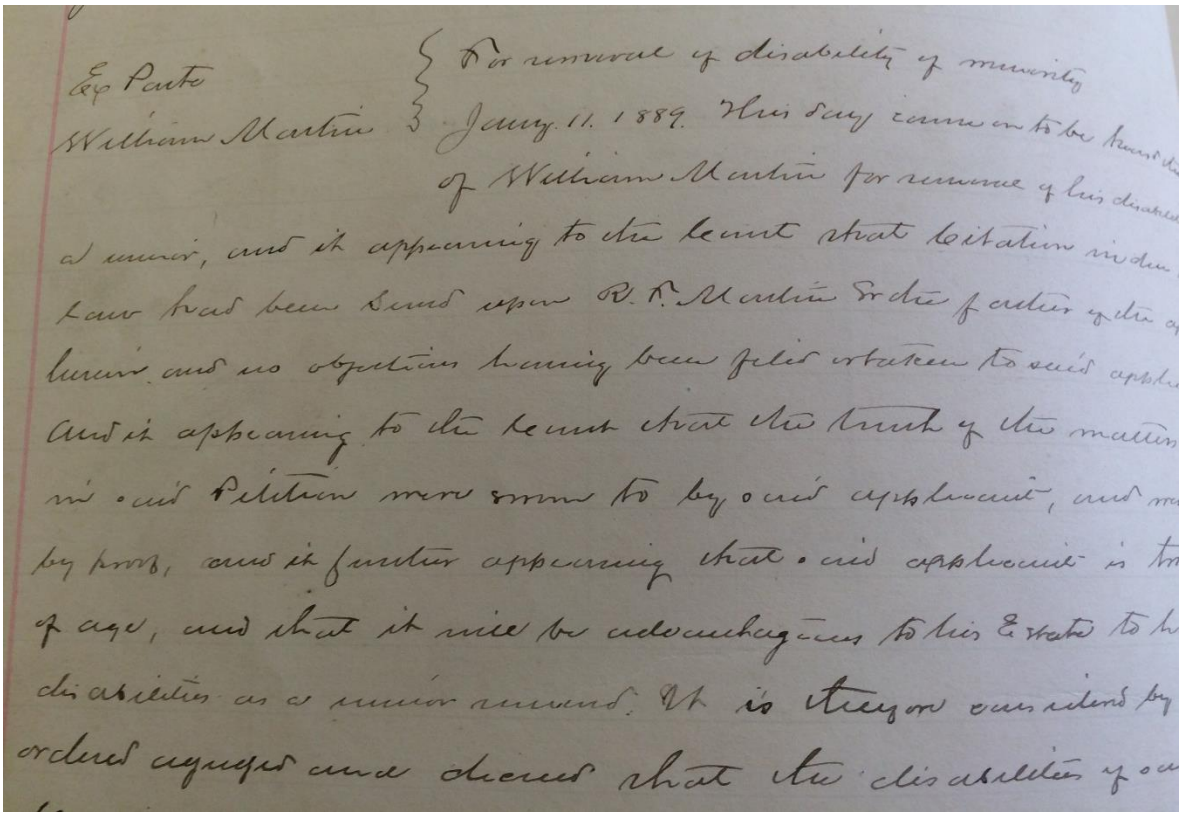
The sugar mill machinery was described as having been "dead capital for many years prior to 1887 and annually deteriorating" (Case Records 4272). Its buyer bought it and removed it for use outside of Brazoria County. Its brick foundations and part of its walls remain standing.

Exterior view, remnant of the "sugar mill, machinery, kettles and all appurtenances thereto" on Lot No. 3 of the 1879 partition, July 2016 (Photograph by the author).

Will Martin was the next brother to ask the court to remove his minority with the help of Harris Masterson. On July 9, 1888, nineteen-year-old Will pleaded to the Brazoria County district court that he had taken care of himself "for several years past and is still providing for himself, making trades and doing business generally, as though he was over the age of 21" (Case Records 4280). Crops were already being cultivated on the LJPSHS around this time, but the location and contents of contracts memorializing the agreements behind the use of the land are not located.[72] His attorney, Masterson, pleaded that Will "contemplates running his farm in

[72] Jeff Mack pledged cotton and corn grown on the "farm known as the Jordan Place" to Stanger & Delaney for credit in 1886 and in 1887. (Brazoria Co. Records of Chattel Mortgages C). In March 1888, "J.A. Mack" and "M.C. Mack" pledged one horse, three cows, and the cotton growing on " our Martins place, on Bernard River" to none other than Harris Martin as security for a credit of $60 (Brazoria Co. Records of Chattel Mortgages C). Also,

person or making arrangements with others to do so, that in doing this, it will be necessary to enter into contracts and make agreements" (Case Records 4280). His father was served in Galveston in September 1888, and his minority was removed on January 12, 1889 (Case Records 4280).[73]



District Court Minutes, *Ex Parte* Will Martin, Brazoria County District Court Case No. 4280.

A newspaper note from the "Columbia Old Capitol" re-printed by the "Galveston Daily News" in July 1888 described the condition of the LJPSHS that summer: "Passing the old Jordan place we gathered luscious ripe figs from our seat in the vehicle and mused upon the transitory nature of terrestrial affairs in the midst of this once princely plantation, now abandoned and

in February 1888, Tom Allen pledged "15 acres of cotton 10 acres of corn on the Martin Place" to "J.G. Smith Bro"—Smith Bros. (Brazoria Co. Records of Chattel Mortgages C).

[73] The same day that the court removed Will Martin's minority—January 12, 1888—was the same day that the Will Martin's murder case was dismissed in district court (*see* Section Four).

retrograding fast to a state of nature again" (Galveston Daily News 1888). This article can be interpreted to indicate that the LJPSHS was in a state of disrepair in the summer of 1888.

On August 27, 1888, J.C. and his wife conveyed to Masterson of 103.1 acres out of Lot No. 4 in the S.M. Williams League. This tract would come to be known as the Messiah tract after Masterson conveyed it to J.H. Messiah a few weeks later in September 1888 in exchange for a down payment, promissory notes, and a vendor's lien (Deed Records 1888).

The Martin brothers' financial relationship with Masterson bloomed into a familial bond on September 10, 1888, when Will Martin (the second eldest Martin brother) married Eloise Masterson (Brazoria Co. Marriage Records 1888), the daughter of Harris Masterson's brother, A.R. Masterson. Within a few months, Will Martin became hopelessly indebted to Masterson and completed a deed of trust with Masterson with the same terms for enforcement as the two previously made by his brother, R.F.

In a handwritten document on the letterhead of "H. Masterson, Attorney at Law, Special Attention to Land Litigation," Will Martin acknowledged that he had assigned his one-quarter interest in the $5000 inheritance to Masterson (Masterson Papers):

Nov. 5th 1888

This is to say that H. Masterson has this day bought from me, W. Martin, my interest in of $1250.00 in the $5000.00 left the Martin Heirs by my Grand Father Levi Jordan & now in the hands of J.C. & C.P. McNeill, and paid for same as follows, To wit:

-	By note of Wm. & R.F. Martin, Jr., of date Aug. 30/88 for $366.00 & Int. to date = $374.00	
-	By cash Oct. 15/88 to Wm. Martin	$50.00
-	By sight chk on Adouie & Lobitt today	$373.50
-	By acknowledging & recording transfer	$2.50
-	By deposit receipt of H.M. for	$300.00
-	By discount on the claim	$150.00
		$1250.00

The above statement is correct.
H. Masterson
Willie Martin

If this conveyance was recorded in the county records, I was unable to find it. In his deposition in *McNeill* v. *Masterson*, R.F. said that Will was actually paid only $1100, part of which R.F. said that he saw Masterson give to Will (Case Records 13679). The next transfer from Will to Masterson was a transfer of a real property interest which thus had to be recorded in the county deed records in order to be enforceable against or acknowledged by third parties.

In January 1889, Will pledged to Masterson his quarter interest in the 1480 acres held between him and his three brothers in the portion claimed by the "Martin Heirs" out of the "Jordan Place" and the Galveston store (Deed Records 1889). Will promised to pay Masterson $500 on January 1, 1890, and the two men along with the same substitute trustee (H.W. "Hal" Chinn) agreed that Will could use the same security recorded by the document for future indebtedness, to be repaid at 12 percent interest. Thus, Harris Masterson now had a recorded security interest in two of the one-quarter, undivided interests of the Martin brothers' part of the Jordan plantation, including the plantation house and the former slave quarters.

The Abandonment Narrative, Harris Masterson, the Martin Brothers and the McNeill Brothers in *McNeill* v. *Masterson*

Now that his legal rights in the Martin brothers' real property from the LJPSHS and the Galveston store were secured with deed records and written obligations, and his agreement with Will for Will's portion of the $5000 inheritance was supposedly memorialized by Will's signed agreement, financial dependence, and family ties, Masterson called in his chits from the Martin brothers, dragging the McNeill brothers into more cases in the process of doing so. Masterson sued R.F. and Will Martin as well as J.C. and C.P. McNeill (Brazoria Co. Dist. Ct. No. 4333), which was transferred to Harris County on a change of venue to become Harris County District

Court Case number 13679). On appeal to the Supreme Court of Texas, this case became styled *McNeill* v. *Masterson* (79 Tex. 674, 15 S.W. 673 (Tex. 1891)).

Harris Masterson v. *J.C. McNeill, C.P. McNeill, Will Martin, and R.F. Martin*, Brazoria Co. Dist. Ct. No. 4333; Harris Co. Dist. Ct. No. 13679; *McNeill v. Masterson*, 79 Tex. 674, 15 S.W. 674 (Tex. 1891).

In May 1889, Harris Masterson sued Will Martin for $1250 plus interest (Brazoria Co. Dist. Ct. No. 4333). In the same case he also sued R.F. Martin as a guarantor (co-signer) on Will's debt and J.C. McNeill as the holder of Will's undivided, one-quarter interest in the $5000 inheritance that Will had conveyed to Masterson in November 1888. Masterson argued that McNeill had failed to set aside the specific bequest of $5000 in trust for the Martin brothers and had generally mismanaged the assets of the estate for his own benefit, as well a number of other allegations of law and fact.

Among a number of other legal arguments presented, the McNeills argued that the debts and expenses of the estate consumed the small amount of money left by Jordan. They also argued that the source that Jordan intended to use for the $5000 no longer existed because the business that held some of Jordan's gold went bankrupt before Jordan died, and the attorney they hired to collect from it (Harris Masterson's father) was able to collect only about $500. They characterized the $5000 inheritance as a specific bequest—a characterization that Masterson shared with McNeill. They also asked the court to consider that the same issues were being litigated in Brazoria County District Court No. 4266, filed a year earlier. Defending the accusation of commingling of the estate's funds (including the $5000) was more difficult. J.C. explained that some of his records were destroyed when his house burned in 1880, and he tried to gather and present evidence of expenditures he made on behalf of Sarah Jordan, Emily Jordan McNeill, and the Martin brothers.

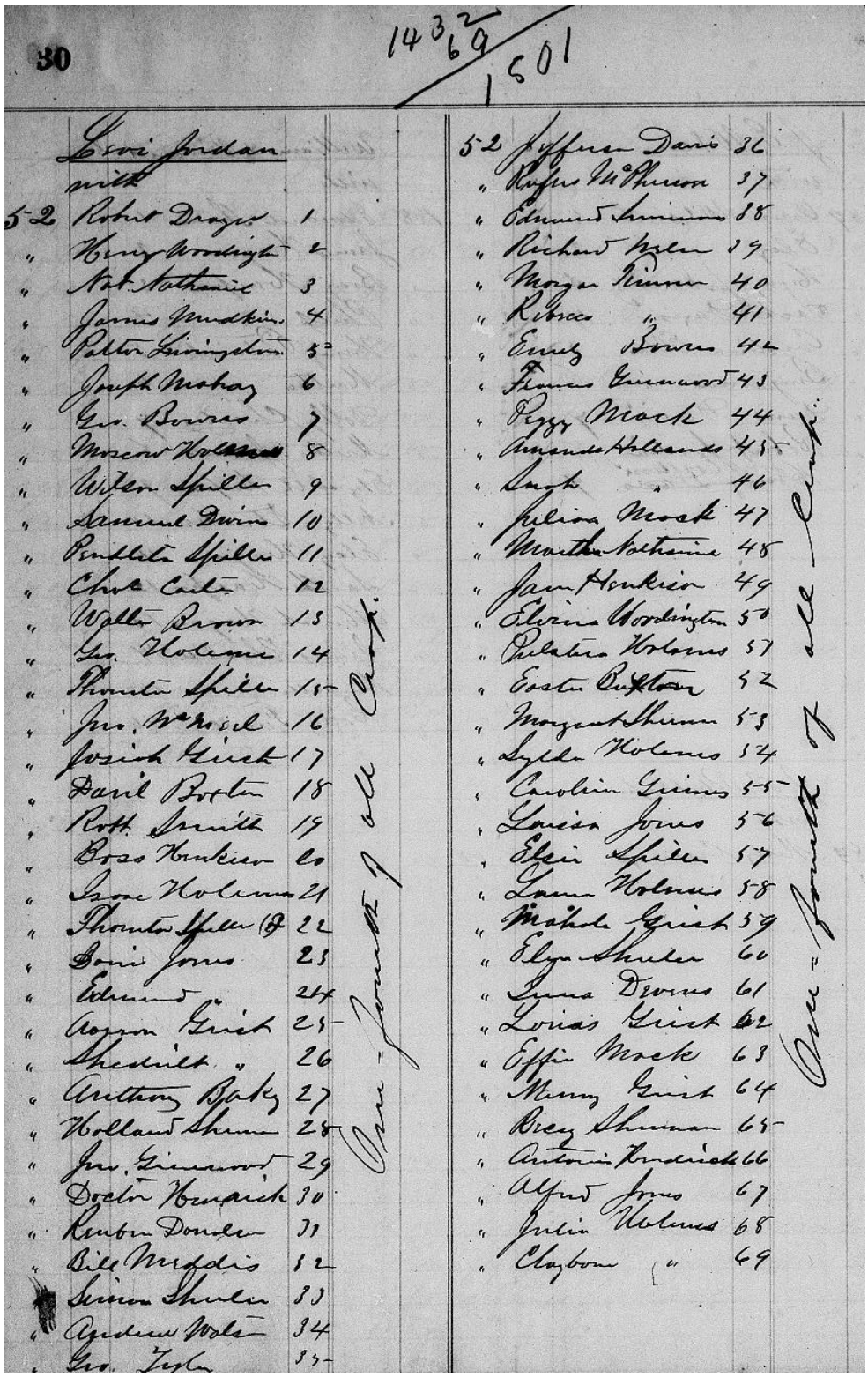
C.P. McNeill's deposition explained why the McNeill brothers chose to pay Masterson for R.F. Martin's $1250 debt but not for Will's. "I considered it my . . . duty to pay this legacy if it should consume the entire estate to meet it, but after the suit against us by the Martin Minors [Case No. 4266], upon our investigation I was advised that it was not incumbent upon us to pay the same as there was no money left to carry out this provision in the will" (Case Records 13679). He explained, "I never said anything to Masterson except that I told him when he approached me that had the matter not been litigated it would have been paid" (Case Records 13679).

On June 26, 1890, the case was transferred from Brazoria County to Harris County at the request of the McNeill brothers, who told the Brazoria County court that they did not believe they could get a fair trial in the county. About a year prior to the court granting their request, the McNeill brothers asked the court to summon a group of witnesses that included Promise McNeill and John McNeill (freedmen affiliated with the McNeill brothers and the LJPSHS) plus a number of other men who were influential in business and politics in Brazoria County, including Wharton Bates, H.W. "Hal" Chinn, H.W. Munson, Geo. O. Jarvis, and John Craig (Case Records 4333, 13679).

Most of the men summoned to the courthouse in Brazoria in Case No. 4333 for the McNeills completed affidavits in support of their motion to transfer venue to Harris County. Among those completed affidavits were two that were left blank—those may have been intended for the signatures and names of Promise McNeill and John McNeill, who only completed "Affidavits of Witness Attendance" (required for mileage reimbursement from the court labeled Case "No. 4233") (Case Records 4333, 13679).

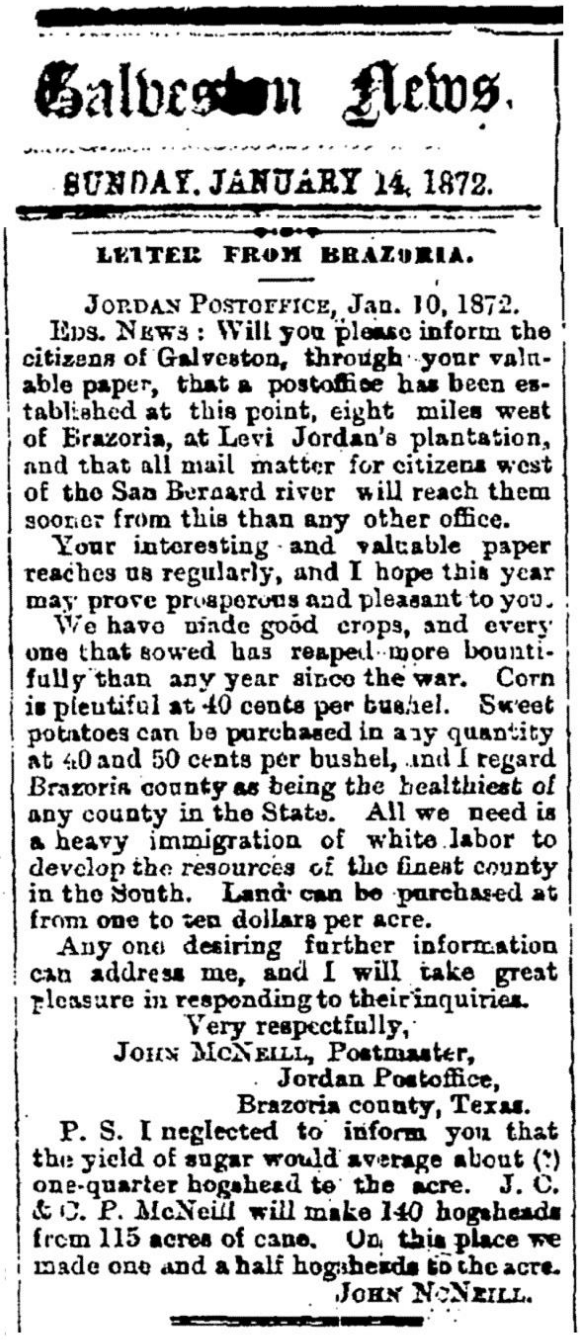
The substitution of a "2" for a "3" appears to be an error in transcription because the case number for which the McNeills asked the court to summon them as witnesses was actually "No. 4333" (Case Records 4333, 13679). The data on the bill of costs submitted by the sheriff in Case No. 4333 matches the data on their affidavits, also. Completed on June 28, 1889, Promise's signed affidavit shows that he traveled 24 miles and attended court two days, for a total reimbursement of $3.44. John's shows that he traveled 18 miles and attended court two days, for a total reimbursement of $3.08, and it was also signed on June 28, 1889, but with John's mark instead of a signature (Case Records 4333, 13679). The same amounts due on their mis-numbered affidavits are due on the bill of costs for Case No. 4333, which is dated one year later on the same date that the court granted the McNeill's motion (Case Records 4333, 13679).

Note that the two witnesses traveled different distances to get to the same courthouse. Promise traveled 24 miles and John traveled 18 miles. This indicates that they were not co-located on the days they appeared in court. John McNeill was listed in an 1867 Freedman's Bureau labor contract with Levi Jordan (Freedman's Bureau Records, Courtesy of the Brazoria County Historical Museum).



"Jno. McNeill" is number 16 on the "Levi Jordan, Contracts Approved for 1867, "One fourth of all crop," 1866, Freedman's Bureau (Courtesy of the Brazoria County Historical Museum).

He was also listed as the postmaster of the Jordan Post Office in the Galveston News on January 14, 1872 (below, Courtesy of the Brazoria County Historical Museum). The same advertisement appeared in 1871, and U.S. Postal Service records show that McNeill was paid $12 for his services as Jordan postmaster in 1871 (U.S.P.S. 1872). The McNeill ledgers show that he was the recipient in 1873 of $102.00 for his services and identified as "John McNeil colored a carpenter" (Freeman 2004:126 & n. 75), and he was included in the 1878 indenture with W.A.C. McNeill (Freeman 2004:126-27) .



Galveston News.

SUNDAY, JANUARY 14, 1872.

LETTER FROM BRAZORIA.

JORDAN POSTOFFICE, Jan. 10, 1872.

EDS. NEWS: Will you please inform the citizens of Galveston, through your valuable paper, that a postoffice has been established at this point, eight miles west of Brazoria, at Levi Jordan's plantation, and that all mail matter for citizens west of the San Bernard river will reach them sooner from this than any other office.

Your interesting and valuable paper reaches us regularly, and I hope this year may prove prosperous and pleasant to you.

We have made good crops, and every one that sowed has reaped more bountifully than any year since the war. Corn is plentiful at 40 cents per bushel. Sweet potatoes can be purchased in any quantity at 40 and 50 cents per bushel, and I regard Brazoria county as being the healthiest of any county in the State. All we need is a heavy immigration of white labor to develop the resources of the finest county in the South. Land can be purchased at from one to ten dollars per acre.

Any one desiring further information can address me, and I will take great pleasure in responding to their inquiries.

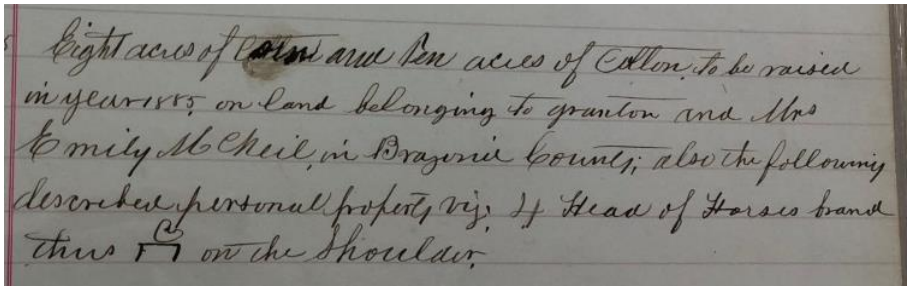
Very respectfully,
JOHN MCNEILL, Postmaster,
Jordan Postoffice,
Brazoria county, Texas.

P. S. I neglected to inform you that the yield of sugar would average about (?) one-quarter hogshead to the acre. J. C. & C. P. McNeill will make 140 hogsheads from 115 acres of cane. On this place we made one and a half hogsheads to the acre.

JOHN MCNEILL.

Advertisement from Postmaster John McNeill at the Jordan Post Office, Brazoria County in 1872 (Galveston Daily News, Courtesy of the Brazoria County Historical Museum).

However, John McNeill lived on 40 acres in the adjacent George Harrison league from 1884 to 1908 (Deed Records 1884, 1899).[74] But, he also farmed on part of Tract No. 1 from the 1879 partition of the former Levi Jordan plantation from 1885 to 1889, according to recorded crop liens. On March 18, 1885, he pledged "eight acres of corn and ten acres of cotton to be raised in year 1885, on land belonging to grantor [John McNeill] and Mrs. Emily McNeill in Brazoria County; also the following described personal property, viz: 4 head of horses brand thus [] on the Shoulder" to Stanger & Delaney in exchange for $10 in credit (Brazoria Co. Records of Chattel Mortgages). Because the 18 acres farmed included land owned by "Mrs. Emily McNeill," part of it was likely on the 1107 acres received by Emily in the 1879 partition. Emily died on March 30 (Freeman 2004:133), and R.F. Martin's minority was removed in June 1886 (Case Records 4131).


Eight acres of Corn and Ten acres of Cotton to be raised in year 1885 on land belonging to grantor and Mrs Emily McNeil, in Brazoria County; also the following described personal property viz; 4 Head of Horses brand thus [] on the Shoulder

(McNeill's entry as written in the record of chattel mortgages, Brazoria Co. Records of Chattel Mortgages, Book C Pages 1-121.)

On August 23, 1886, John McNeill ("John McNeel") pledged the "1st 4 bales raised by me on the Jordan Plantation out of my crops of about 10 acres now growing on said plantation

[74] In the 1900 U.S. Census (in which the spelling of John McNeill's name is corrected from "McNeel" to "McNeill"), John McNeill lives by himself in a dwelling that is located one dwelling away from the dwelling of Claiborn and Hester Holmes (U.S. Census 1900). This dwelling was probably the same dwelling on 40 acres in the George Harrison league (adjacent to the S.M. Williams league to the west) purchased by J.C. McNeill at a tax sale from the sheriff in April 1895 (Deed Records 1895). The deed that recorded the purchase was filed in the county clerk's office on June 6, 1900, eight days before the census-taker recorded John McNeill's residency. J.C. McNeill kept this property until June 1, 1908, when he sold the "John McNeill Place" in a quitclaim deed to a nearby landowner and merchant (Deed Records 1908). John McNeill does not appear in the 1910 Census, and it may be inferred that he passed away before June 1908.

about 9 miles west of Brazoria" to Stanger & Delaney (Brazoria Co. Records of Chattel Mortgages). On April 13, 1888, he gave R.F. Martin a crop lien on his cotton and corn on the "R.F. Martin, Jr., Farm" and he also pledged a mule "bought of R.F. Martin" in exchange for $125 (Brazoria Co. Records of Chattel Mortgages). June 1888 was the same month that the Martin brothers sued the McNeill brothers, R.F. Martin pledged his undivided quarter interest in the land of the "Martin Heirs" to Masterson, and Masterson sued J.C. McNeill for excluding him from a sale of the machinery of the sugar mill at the LJPSHS (Case Records 3777, 4266, 13679) (Deed Records 1888).

In January 1889, Will Martin's minority was removed (Case Records 4280), and he pledged his undivided quarter interest in the land claimed by the "Martin Heirs" out of the "Jordan Place" to Masterson (Deed Records 1889). Three months later in March 1889, "John McNeel" pledged to F. LeRibeus "1st 2 bales cotton raised on my place," and he pledged 45 acres of cotton growing "on my place & J.C. McNeel's Place" in June of the same year to E.N. Wilson (Brazoria Co. Records of Chattel Mortgages). Note that J.C. McNeill owned Tract No. 4 of the 1879 partition, and it is likely that the location described as "J.C. McNeel's Place" was Tract No. 4 because it is adjacent to the Harrison League. It is less likely that John McNeill farmed at J.C. McNeill's home place on the San Bernard in the Mims League.

Thus, when John McNeill went to court in Brazoria on June 28, 1889 (Case Records 4333, 13679), John was no longer farming on property of the Martin brothers. It is possible that Will Martin's legal emancipation in January 1889 affected John McNeill's access to farmland on

the Martin brothers' portion of the former Jordan plantation, but that is not demonstrated in the case records.[75]

Like John, Promise McNeill was affiliated with the Jordan plantation for many years. Sallie McNeill's diary identifies an enslaved person named Promise on the Jordan plantation prior to and after Emancipation (Raska 2009:87, 110, 137).[76] In 1874, he was paid $150 for cotton, and he was paid $18 for wages and $38.27 for cotton in 1875 by the McNeill brothers (Brown 1994:105). He was listed in the 1878 indenture with W.A.C. McNeill (Freeman 2004:129-30). In 1879, he pledged the "Entire crop on Jordan plantation" to George Koerner for $10 and other advances, and in 1880, he pledged his "1st Bale Cotton, crop of 1880 raised on Jordan Plantation" also to George Koerner, this time for $35 on demand (Brazoria Co. Records of Chattel Mortgages).

By early 1886, Promise began farming on the Imla Keep League to the north of the LJPSHS on Chance's Prairie. In June 1885, he bought 130 acres there from E.N. Wilson for $780 with $10 cash and the remainder in notes with a vendor's lien (Deed Records 1885). In March 1886, E.N. Wilson gave him $213.35 in value in exchange for "All crops of cotton and corn to be raised by me AD1886 on the farm of Mrs. McGrew on Chance's Prairie in Brazoria

[75] He signed an criminal complaint against Calvin Martin for "aggravated assault upon John McNeill by striking him on the head with a pistol" on December 23, 1897, but *McNeill* v. *Martin* had been over for several years by that time.

[76] "Promise" arrived in Texas as a boy with slave-trader named John Evans in October 1860; Sallie wrote, "Mr. E. has a little Indian, so bright and interesting, called Promise, appropriately (Raska 2009:86-87). Promise became a part of the Jordan plantation when Evans left Brazoria County to fill an order for more slaves for Jordan but never returned. As alleged by Jordan in his lawsuit against Evans, "he left . . . in the hands of your petitioner [Jordan] a certin negro boy named Promse now aged about eight years, and of value about five hundred dollars (Brazoria County Dist. Ct. No. 2516.

In October 1861, Sallie wrote, "I, Mollie, and the little 'n—s' Promise & Ange went with him [R.S. Stanger] . . . when he climbed a tree and thrashed down the Pecans for us to pick-up" (Raska 2009:110).

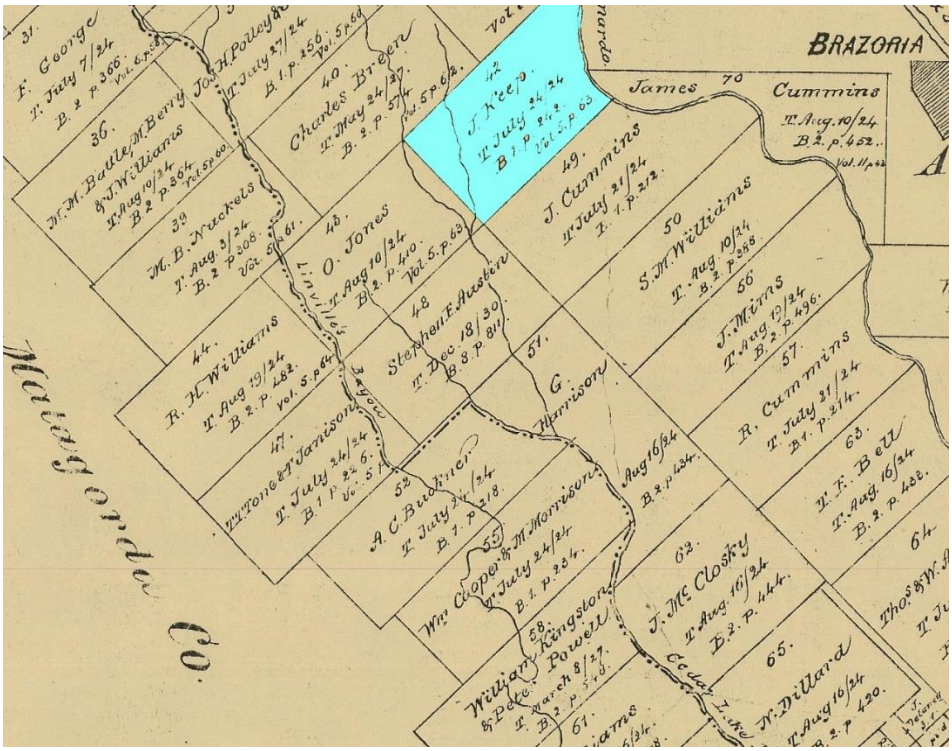
After Emancipation in April 1867, Sallie wrote:

> This morning while reading a chapter of Jeff Davis' Prison Life, Grandpa caught up Prom's neglected Broom, and swept the Hall and the Piazza, and I only interrupted him to suggest, that he should also take up Prom's neglected Paddle. 'Tis a shame to pet that n—r, as Grandma [Sarah Stone Jordan] does. I certainly won't be instrumental in his ruin (Raska 2009:139).

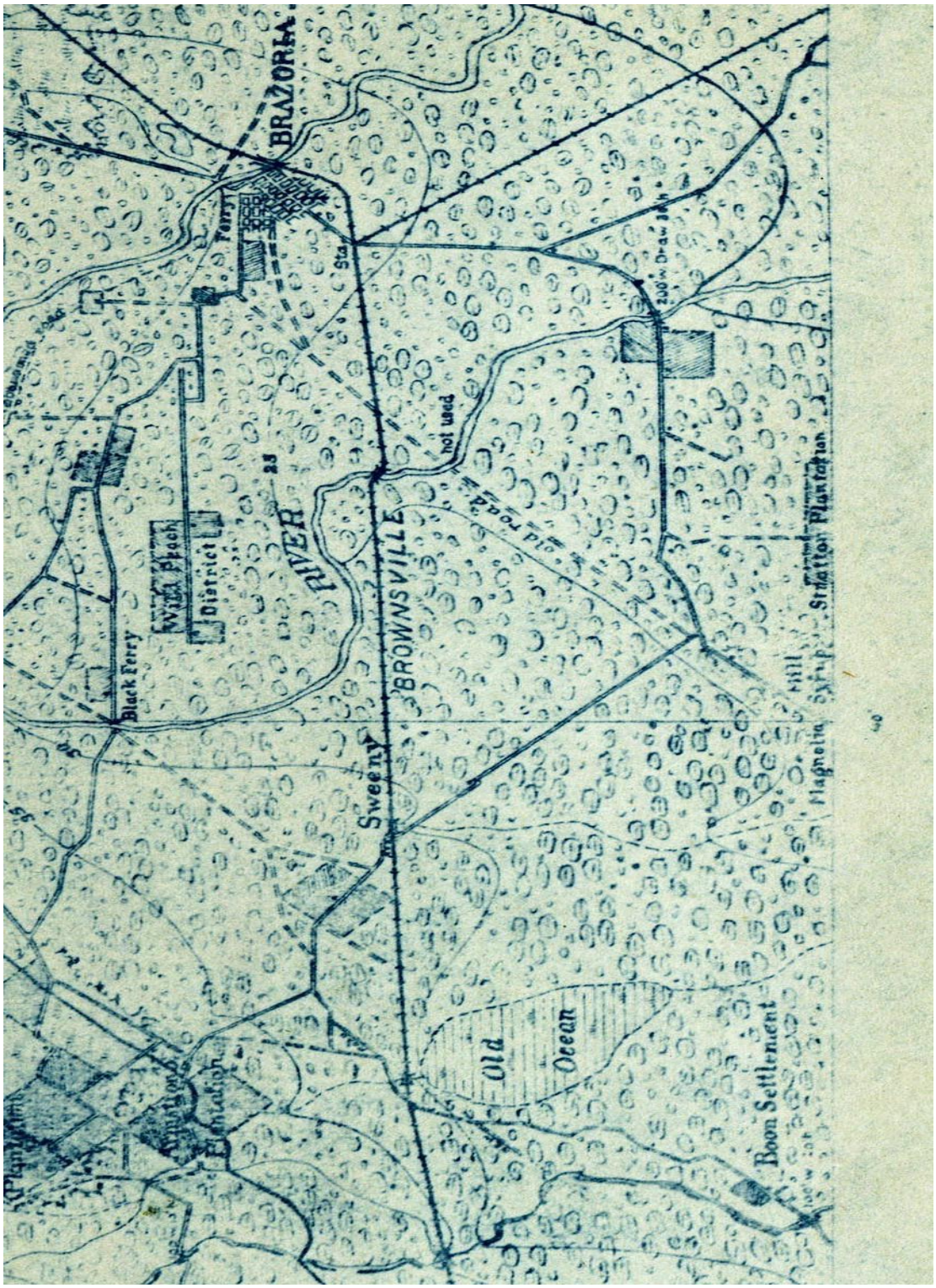
Co. Tex., about 10 acres cotton & 5 acres corn, also one sorrel mule brand LS, on sorrel horse blaze face brand N on hip, one brown mare brand [] and black colt about 2 years old not branded, 2 cows of deep red color brand [], one of the cows a frosty red color with a bobtail, one dun heifer" (Brazoria County Records) (brand marks omitted).

He granted crop liens on this same location in 1887, 1889, 1891, 1892, and 1897 (liens for some of the intervening years described only acres or stock, but gave no specific name) (Brazoria Co. Records of Chattel Mortgages). In 1891 or 1892, Promise McNeill also rented 18.5 acres from Sophia McGrew ("Mrs. McGrew")[77] for $3.50 per acre (Brazoria Co. Probate Records 1205). These rents were probably for 1891 because the estate administrator rented 99.5 acres to somebody else in 1892 (Case Records 1205).

[77] Sophia McGrew was the mother-in-law of D.F. Rowe, who administered her estate and was on the board of directors of the Texas Farmers' Emigration and Colonization Association, which promoted African American settlement in Brazoria County. McGrew's plantation was in the Chance's Prairie area about ten miles away from the LJPSHS, as mentioned in Sallie McNeill's diary (Raska 2009:22). She outlived two husbands (Edward L. Holmes and John McGrew) before she died in February 1891 (Raska 2009:112 n. 53; Court Records). Sallie McNeill described her in 1867: "The . . . lady is cold, quiet and tall, with a colorless face and sad expression in her eyes" (Raska 2009:146).
Several people associated with the LJPSHS submitted claims to her estate in 1891 (Brazoria Co. Probate Records 1205). J.C. McNeill requested a payment of $20 for 4,000 bricks delivered to her on May 15, 1891, including $24 to Promise McNeill for hauling the bricks. The bricks may have come from the Quarters, the sugar mill, or one of the properties occupied by J.C. McNeill since 1866—it is not certain from whence they were hauled to McGrew's by Promise (and another man named Peter Woods).



Magnified view of 1879 map of Brazoria County showing the S.M. Williams League, labeled "50," and the Imla Keep League, labeled "42," marked with blue shading. The town of Brazoria is in the upper right corner of the map (With permission of the Brazoria County Historical Museum).



The Imla Keep League is located to the southeast of the section of the land form marked "Old Ocean." The LJPSHS is at the bottom, middle, at the intersection of the "Old Road" and the roads to Brazoria and Sweeny, sitting just to the east of the word "Magnolia," which marks the location of the Magnolia Community. The Harrison League is the area to the immediate west of the label "Magnolia." (Magnified view of 1916 U.S. Military map, Department of Texas, Sheet 535 s., with permission of the Brazoria County Historical Museum).

Promise McNeill and John McNeill's participation in this lawsuit has been incorporated into the abandonment narrative of the interpretation of the archaeology at the LJPSHS former quarters. As told in 1989, "it was learned that some of the former slaves had testified on behalf of" one group of Jordan descendants in two lawsuits against another group of Jordan descendants and when the group of descendants against whom the formerly enslaved witnesses testified were awarded the portion of land with the plantation house "including the slave/tenant farmer quarters," the "tenant farmers were forced to leave (which we had been told by Jordan family descendants, was in the middle of the night, literally at gunpoint)," an act of "retribution for this court testimony" (Cooper 1989:30). Another version told in 1999 is as follows:

> While investigating the legal history of the owner and his descendants, Brown discovered a lawsuit that involved a dispute between two branches of Jordan's family, the McNeills and the Martins (#186). To settle this lawsuit the McNeills gave 367 acres of land to their nephews, the Martins. At this time the Martin boys divided the 1400 plus acres of the original plantation . . . .McWilly Martin obtained the main house and the surrounding occupied cabins in the slave/tenant quarters area. The court records reveal testimony from two African American tenants, John McNeil and Promise McNeil. Their testimony was in support of the McNeill side of the family. Brown suggests that their testimony contributed to the tenants' hasty, possibly forced departure from the premises when the Martins divided the property (Barnes 1999:30-31).

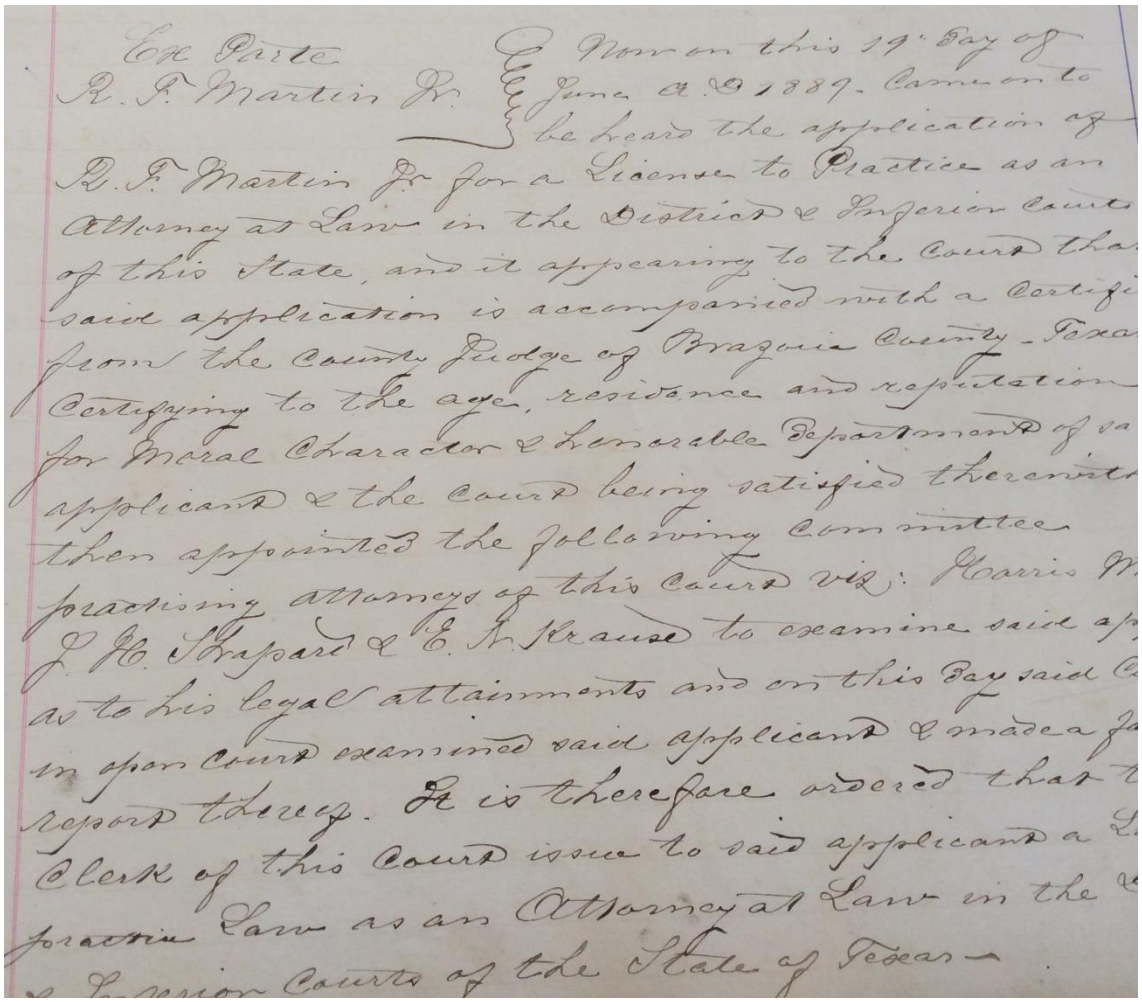
A version of the same information is on webarchaeology.com under the title, "Everything They Owned." On the paged named "History: A Brief History of the Plantation," Brown wrote, that the Martins "appear to have forced the tenants out of the old slave quarters, possibly on the

grounds that their services were no longer necessary, or because of the testimony given on behalf of the McNeills by John and Promise McNeill, or for some other reason."

The page entitled, "The Abandonment Question" quotes the 1990 article by Brown and Cooper ("Several lines of evidence—including family oral history and two civil court cases . . . suggest that it happened sometime in late 1890 or early in 1891") as well as Brown's 1994 chapter ("two of the tenant/sharecroppers . . . testified again the Martins. Once the case was settled in favor of the Martins, they appear to have exacted a tremendous price for this testimony"). The page also points to the social climate, move from sugar to cotton production, indebtedness, and racial oppression as possible explanations. At the same time, it acknowledges that the former occupants of the quarters "were probably leaving the Jordan place before 1890" for "homes on their own land" (McDavid 1998:The Abandonment Question).

While the record of *McNeill* v. *Masterson* (Case No. 4333/13679) does not disprove these versions of the abandonment narrative, it does not prove them, either. Promise and John McNeill were summoned as witnesses, but there is no record of the content of their testimony (if they actually testified for the McNeills on the motion for change of venue). The second version cites to "#186," which is probably the Smith Bros. case (Case Records CI 186), but the facts of that case do not match the facts described in the passage. Also, as can be observed throughout this section, the Martins were likely in possession of the LJPSHS since around 1886 or 1887, although R.F. Martin was served in Travis County and Galveston County during *McNeill* v. *Masterson* (Case Records 4333, 13679). None of these cases awarded them possession of the LJPSHS, which they already had. In fact, they lost some significant rights to the LJPSHS as a result of *McNeill* v. *Masterson*.

Again, these legal records do not prove Promise and John were not in the quarters at the LJPSHS during this case, including the two days they went to court, or Case No. CI 186, but they make the possibility unlikely. Other than this, John McNeill and Promise McNeill do not appear as witnesses elsewhere in this record or the other case records explored in this thesis.



Ex Parte
R. F. Martin Jr.

Now on this 19th Day of June A.D. 1889. Came on to be heard the application of R. F. Martin Jr. for a License to Practice as an Attorney at Law in the District & Inferior Courts of this State, and it appearing to the Court that said application is accompanied with a Certificate from the County Judge of Brazoria County - Texas Certifying to the age, residence and reputation for Moral Character & Honorable Deportment of said applicant & the Court being satisfied thereupon then appointed the following Committee practicing attorneys of this Court viz: Harris M... J. H. Shapard & E. N. Krause to examine said ap... as to his legal attainments and on this Day said C... in open Court examined said applicant & made a fa... report thereof. It is therefore ordered that t... Clerk of this Court issue to said applicant a L... practice Law as an Attorney at Law in the ... & Inferior Courts of the State of Texas -

Approval of the application of "R.F. Martin, Jr.", to practice law after examination by attorneys Harris Masterson, J.G. Shapard, and E.N. Krause on June 19, 1889[78] (Brazoria Co. District Ct. Minute Book).

[78] Article 222 of Title X (Attorney at Law) of the 1879 Revised Civil Statutes of the State of Texas read, in part,

> [U]pon application in writing of any person desiring to obtain a permanent license to practice as attorney and counselor at law in the courts of the state, accompanied with a certificate from the county commissioners' court of the character specified in the preceding article, the court shall, as soon as convenient, appoint a committee of three or more practicing attorneys of good standing, and set a day for the examination ofthe applicant, on which day the committee so appointed shall, in open court, proceed to examine the applicant, and if they, or a majority of them, and the court are satisfied of his legal qualifications, a report of that fact shall on the next day be made by the committee, and recorded by the clerk, and thereon the court shall order the clerk to make out a license for the applicant, which shall be signed by the court and tested by the clerk, under the seal of the court; under which, when delivered, if

After *McNeill* v. *Masterson* was transferred to Harris County, Will Martin and R.F. Martin filed their answer to Masterson's petition in November 1890. Adhering to the pattern set in previous cases, they asked the court to rule against themselves in favor of Masterson:

> And now comes R.F. Martin, Jr., and Willie Martin, two of the Defts. herein, and admit the correctness of Plaintiff's [Masterson's] allegations, and here now adopt the prayer of Plaintiff's Pleadings herein as theirs and ask the judgment of the Court in this case as prayed for in Plaintiff's pleadings (Case Records 13679).

This document was signed and filed by their attorney in the case—Harris Masterson (Case Records 13679).

The court awarded Harris Masterson $1652.45 from the McNeill brothers and ordered him to pay $173.49 in court costs on November 26, 1890 (Case Records 13679). The McNeill brothers were ordered to pay interest on the $1250 from 1885 (Emily's death) not 1873 (Jordan's death), thus acknowledging that Emily had to die in order for Will to be eligible to collect his part of the $5000, the interest of which belonged to Emily during her lifetime.

Despite the McNeills' and Masterson's common belief that the $5000 was a specific bequest, the court found that it was a residual legacy which could be collected from the general assets of the Jordan estate. By characterizing the $5000 as a residual legacy instead of a specific bequest, the court was able to avoid two problems. First, it could look to resources of the estate other than the bankrupt business entity described by McNeill as the holder of the $5000, and it could look to funds that entered the estate after Jordan's death (particularly the R.S. Stanger

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granted by the district court, the party shall be authorized to practice in any district, county or inferior court of the state (Tex. Rev. Civ. Stat. art. 222 (1879)).

insurance policy payout) because the estate had probably lacked funds to pay the $5000 at the time that Jordan died.

This choice also avoided the complexities involved in trying to trace the $5000 which should have been held in trust through almost 20 years of poorly maintained, commingled accounts, a defect in management for which the court chided the McNeills. In this context, Article Nine was also determined to be a residual legacy so that the debts collected belonged to the estate instead of only J.C and C.P. This ruling may have been contrary to Jordan's intent, but his intent to nearly disinherit Ann McNeill Martin as demonstrated throughout the will may have been contrary to the law. The Court also indirectly recognized the widow's election taken by Sarah Jordan, a choice facilitated by the withdrawal of Will's cross bill in Case No. 4266.

Above all, it seems that the court ruled in terms of equity. The McNeills had already paid Masterson for the first Martin brother's share, and the court found that they had supported Emily and paid for the education of W.A.C. from the interest of the $5000. Both of these findings required the court to presume that the funds used by J.C. and C.P. belonged to the estate even though C.P.'s deposition said that he paid his part of R.F.'s portion to Masterson using money from his own account.

The McNeill brothers appealed. Among other issues, they argued that Calvin and Charles Martin should have been made parties to the case. The district court had reasoned that they were not required to be a part of the case because the interest contested in *McNeill* v. *Masterson* was a residuary bequest rather than a specific bequest, and the Texas Supreme Court upheld this ruling. The Texas Supreme Court ruled that the assets of the estate of Levi Jordan remaining after the special grants of the plantation and stock were "more than sufficient" to pay

the residual legacy of $5000 (15 S.W. 673). On July 22, 1891, C.P. McNeill paid the judgment in full ($1652.45) (Brazoria Co. Execution Book).

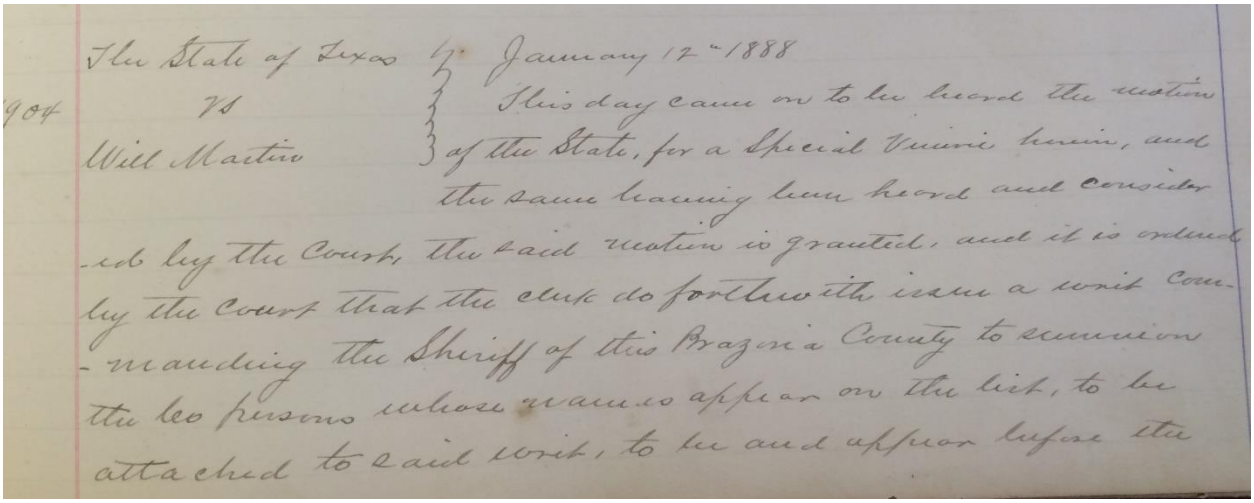
In the meantime, on August 23, 1889, R.F. Martin filed a deed purporting to convey to Will (with a vendor's lien for $4000 cash and a $3000 promissory note due in January 1892) his undivided, one-quarter interest in the 369 acres of land received in the 1879 partition (Tract No. 3) as well as his undivided, one-quarter interest in the 1107 acres of land containing the plantation house and former slave quarters (Tract No. 1) (Deed Records 1889).[79] It is questionable whether R.F. ever saw the $4000 cash described in the deed. It is more likely that his transfer of his interest in the real property of the Jordan estate to Will was orchestrated by Masterson to whom both R.F. and Will were indebted, even though this conveyance produced an encumbrance on the one-quarter, undivided interest in the real property at the former LJPSHS that R.F. had used to secure Masterson's loans in February and June 1888—a violation of a term in both of those two agreements with Masterson.

Harris Masterson v. *Will Martin and J.C. McNeill*, Brazoria Co. Dist. Ct. No. 4482, Brazoria Co. Ct. No. CI 230A, J.P. Case No. 700.

On August 27, 1889, Masterson sued Will Martin and J.C. McNeill in the justice court of Precinct One on a "note of obligation" of $150 from January 1888 (Case Records JP 700, CI 230A, 4482). The $150 note was an "order drawn of Geo. W. and F.J. Duff," two attorneys who probably represented Will Martin in a murder case, which was called for trial in January 1888 but delayed until it was dismissed in July 1888 "for want of sufficient testimony at hand to convict" even after over a dozen witness (black and white) were summoned for trial (*see* Section

[79] On July 30, 1889, R.F. Martin also traded either a credit or cash in exchange for the pledge of "the entire running gear of a cotton gin, bought from R.F. Martin, Jr." and a yoke of oxen to Isam Brooks (Brazoria Co. Records of Chattel Mortgages D).

Four) (Brazoria Co. Dist. Ct. No. 1904). The $150 note had been transferred from the Duffs to Masterson,[80] and Masterson sued to collect on it.



1904 The State of Texas vs Will Martin

January 12th 1888

This day came on to be heard the motion of the State, for a Special Venire herein, and the same having been heard and consider-ed by the Court, the said motion is granted, and it is ordered by the Court that the clerk do forthwith issue a writ commanding the Sheriff of this Brazoria County to summon the 60 persons whose names appear on the list, to be attached to said writ, to be and appear before the

Minute entry showing a grant of a request by the prosecutor for a "Special Venire" in the trial of *State of Texas* v. *Will Martin*, January 12, 1888, Brazoria County District Court Case No. 1904. Martin and another man, Walter Millican (Case No. 1903), were accused of the murder of Arthur Williams (*see* Section Four) (Brazoria Co. Dist. Ct. Minute Book). A special venire is a writ (order) from the court to the sheriff to summon more jurors than usual for a capitol case or for any other case where the court believes that a larger jury pool than normal will be required for proper jury selection (Tex. Code Crim. Pro. art. 605 (1879))

On the day of trial in the justice court on December 30, 1889, Will Martin failed to appear to defend the case, and a judgment in default for $150.00 plus interest was made against him. He had no money, and he was really not Masterson's intended target. Will's co-defendant, J.C. McNeill, was served in Crosby County, and appeared for trial but argued that he had no obligation to pay Will's debt to the Duffs (now owned by Masterson) (Brazoria Co. Dist. Ct. No. 4482). He told the court that he "had no money or anything in hand belonging to Will Martin and that he "owes said Will Martin nothing, as heirs at law of Levi and Sarah Jordan" (Case Records 4482). Moreover, since *McNeill* v. *Masterson* was already pending in Harris County district court, and it involved the same parties, he argued the suit was improper.

[80] Masterson alleged that Will Martin "on the 11th day of Jany 1888 made, executed, and delivered to Geo. W. & F.J. Duff for value received his certain Draft on one J.C. McNeill for said sum of $150.00 payable on the 1st day of July 1889," and "in due course" Masterson bought the Duff draft. He also claimed that "said J.C. McNeill never paid said Draft," and Masterson had to sue him at the cost of $20 (Case Records 4483).

A.H. McKinney, Justice of the Peace, Precinct One, ruled against McNeill, ordering him to pay Will's debt because Masterson's claim was "fixed by the written obligation" of McNeill's co-defendant, who had already defaulted (Case Records CI 230A). McNeill appealed to the county court in January 1890, where he was able to delay trial until December 1890 (Case Records 4482). The case was then transferred to the district court because the county court judge was Will's father-in-law.[81] Eventually, it was dismissed in June 1891 by Masterson, who had indeed litigated this very issue in *McNeill* v. *Masterson*.

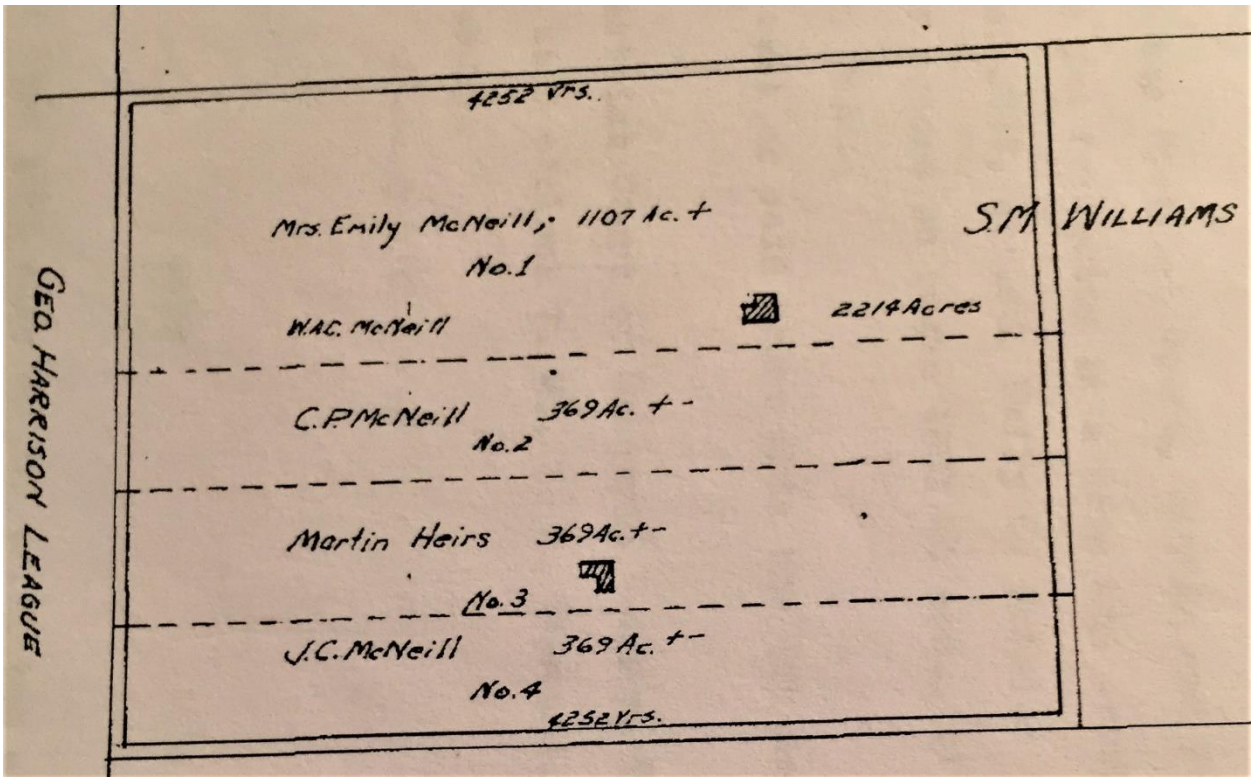
Calvin Martin and Charles Martin by their Next Friend, A.R. Masterson v. *McWillie Martin*, Brazoria Co. Dist. Ct. No. 4433.

On November 5, 1890, Will, Charles and Calvin Martin partitioned their part of the LJPSHS in a case filed in June 1890. The next friend of Charles and Calvin, A.R. Masterson, was Will's father-in-law and the county judge. The fourth Martin brother, R.F., was not a party because he had already conveyed his undivided one-quarter interest in August 1889 to Will (above), which also explains the proportional division between Will, Charles, and Calvin. Case records from January 1891 indicate that R.F. was living in Galveston (Case Records 4487).

According to the court, one-half of the two pieces of land belonged to Charles and Calvin while one-half of the two pieces of land belonged to Will Martin, but "it appearing from the written request of said Calvin Martin, concurred in by said Charles and McWillie Martin, that it is the wish of all of them that the first described tract called tract No. 3 should be allotted and set apart to said Calvin as his portion of land in the division, and the second described tract be allotted and set apart to said Charles and McWillie Martin together without setting apart or separating said Charles' one third part from said McWillie [sic] two thirds part thereof" (Case

[81] He was also Harris Masterson's brother, but that relationship did not require his recusal. (*See Yerby* v. *Martin*, 38 S.W. 541 (Tex.App. 1897)).

Record 4433, Deed Records 1890).[82] Thus, as of November 5, 1890, Will Martin and Charles Martin shared an undivided interest in the 1107 acre tract of land that contained the plantation home and former slave quarters.[83]



The map above is part of the 1879 document that recorded the partition of Jordan's former plantation. The two Martin tracts are labeled Tract Nos. 1 and No. 3. Tract No. 3 ("Martin Heirs 369 Ac.") was given to Calvin Martin, and Will and Charles Martin shared Tract No. 1 ("Emily McNeill, 1107 Ac.") in the 1890 partition. (Court Record 3777).

Sheriff's Sale of an Undivided, One-Quarter Interest in Tract No. 1 (1107 acres) of the Former Levi Jordan Plantation to Harris Masterson for $170 in September 1891

[82] Compare to an alternative interpretation in the 2013 Technical Report:
In 1892, the Martin Boys acquired an additional 367 acres of the original plantation, as the result of the settlement of a court suit filed against James and Philip McNeill. The four Martin Boys (Royal Furniss, McWillie, Charles Ernest, and Calvin Earl) then divided their 1,477 acres equally between them. McWillie Martin received the parcel that included the original main house and the Quarters (Brown 2013:Ch. 1, p. 4).

[83] Charles Martin sued Will Martin for partition in December 1890, but he dismissed the case (Case Records 4484).

Harris Masterson v. *Will Martin; R.F. Martin and Charles Martin for themselves, and Calvin Martin by his Next Friend, A.R. Masterson*, Intervening, Brazoria Co. Dist. Ct. No. 4483

After R.F. Martin conveyed his undivided, one quarter interest in Tract Nos. 1 and 3 of the former Jordan plantation to his brother, Will, on August 23, 1889, for cash and promissory notes (above), he gave the Galveston firm of Weiss Bros. a deed of trust on his share of the Martin store building in Galveston for $5000 (Brazoria County Dist. Ct. No. 4487, Masterson Papers). In January 1891, Harris Masterson sued R.F. Martin to foreclose on his 1888 deed of trust on Tract Nos. 1 and 3 of the former Jordan plantation and the Martin store building. R.F. was residing in Galveston (Case Records 4487). Masterson alleged that Martin owed him over $2500 plus interest and attorney's fees of $525.

Masterson dismissed the case on April 14, perhaps because he filed as the attorney for Will Martin a different case against R.F. in Galveston County on March 28. According to R.F., the Galveston suit had "for its object the cancellation" of a deed in which Will sold R.F. Will's one-quarter interest in the Martin store building in July 1889 (Case Records 4515). R.F. complained that Will was "under the influence and control" of Masterson, and the real purpose of Will's lawsuit against R.F. in Galveston County was to prevent R.F. from using the Martin store building as security for a future loan to repay the money he already owed Masterson (Case Records 4515).

Less than a month after he dismissed the previous Brazoria County case, Masterson sued R.F. Martin, Will Martin, and Weiss Bros. for the same debts on May 4 (Brazoria Co. Dist. Ct. No. 4516). He alleged that because Will bought Tract Nos. 1 and 3 of the former Jordan plantation from R.F. "long after" R.F.'s 1888 deed of trust to Masterson and Weis Bros. knew of

Masterson's deed of trust at the time they made their deal[84] with R.F, Masterson's claims on R.F.'s interest in the properties in both counties was superior to Will and Weiss Bros.

Weiss Bros. admitted that Masterson's claim on the Martin store in Galveston had a higher priority than it did. Masterson's suit for foreclosure of his deed of trust was based on the following loans to R.F.:

Date	Amount	Interest Rate	Attorney's Fees	Due Date
June 15, 1888	$800	12%	$150	January 1, 1890
June 15, 1888	$1000	12%	$250	January 1, 1891
January 1, 1889	$600	12%	$85	January 1, 1890
January 28, 1889	$150	12%	$40	June 28, 1889
March 21, 1890	$109	12%	---	Date of Suit

Masterson asked the court to grant him a writ of attachment on the Tract Nos. 1 and 3 of the former Jordan plantation as well as the Galveston store building. R.F. was still residing in Galveston, and the sheriff's return of service of citation shows that he was served at 5 p.m.

The next day, R.F. Martin filed a separate case, asking the court to prevent the attachment and sale of the Brazoria and Galveston County properties, alleging that Masterson's notes were "usurious, illegal, and unlawful," and Martin could not repay the amount claimed by Masterson (Brazoria Co. Dist. Ct. No. 4515). He offered to repay $2200 towards the $800, $1000, and $150 loans (Case Records 4515). R.F. asked the court to abate Masterson's case, No. 4516, and Masterson asked the court in his case to consolidate the two Brazoria county cases.

Additionally, Masterson added Weiss Bros. as defendants to another case already pending in Brazoria County[85] against Will Martin for foreclosure on Will's deed of trust (Brazoria Co. Dist. Ct. No. 4483, Masterson Papers). R.F., Charles, and Calvin entered this case in July as intervenors to protect their shared interests in the properties pledged by Will to secure

[84] If they knew of it, then they were presumed to know of Masterson's superior claim to it when they gave their loan.
[85] This case was filed on December 12, 1890 (Masterson Papers).

the deed of trust sued on by Masterson—Tract Nos. 1 and 3 of the former Jordan plantation and the Martin store building. Masterson claimed the following debts from overdue from Will (Case Records 4483):

Date	Amount	Interest Rate	Attorney's Fees	Due Date
January 28, 1889	$500	12%	$200	January 1, 1890
May 9, 1889	$125	12%	---	Immediately
	"on the 5th day of Nov. 1888 said Willie Martin sold . . . for full value" to Masterson "a certain claim against J.C. & C.P. McNeill . . . for $1250 & Int. thereon, and guaranteed the payment of said claim, and promised . . . in writing with your Petitioner an attys' fee of $125 if suit be instituted to collect said claim after Dec. 31, 1888"			
July 9, 1889	$1500	12%	$250	March 1, 1890
April 5, 1890	$85	12%	$25	May 5, 1890
December 7, 1890	$951	12%	$200	December 8, 1890
	"said note was payment of an open acct principally that was created prior to August 1889"			
July 9, 1889*	$150 and $20	---	---	Immediately

*This is the same $150 debt for attorneys' fees for which Masterson sued Will Martin and J.C. McNeill in case No. 4482 (above).

Masterson asked the court to issue a writ of attachment for Tract Nos. 1 and 3 of the former Jordan plantation as well as the Martin store building so that they could be sold to satisfy Will's debts to him. In July 1891, the Brazoria County district court in case No. 4483 ruled that Will owed Masterson over $4000. Further, since the debt was secured by a deed of trust on Tract Nos. 1 and 3 of the former Jordan plantation and the Martin store building (Case Records, Deed Records 1935), those properties were ordered to be sold to pay the money that Will owed Masterson (Deed Records 1935).

Before they could be sold, they had to be partitioned so that the undivided, one-quarter interest in them that Masterson acquired from Will Martin through case No. 4483 could be separated from the undivided, one-quarter interests of Charles and Calvin. "Any joint owner . . . of any real estate or of any interest therein, may compel a partition thereof between the other joint owners . . . thereof" (Tex. Rev. Civ. Stat. art. 3465 (1879)). The court "shall appoint three or more competent and disinterested persons as commissioners" to divide the property into the

number of shares decreed by the court and report their work to the court (Tex. Rev. Civ. Stat. arts. 3469 (1879)). "The decree of the court confirming the report of the commissioners in partition . . . shall vest the title in each party to whom a share has been allotted, to such share as against the other parties to such partition, suit, their heirs, executors . . . or assigns, as fully and effectually as the deed of such parties could vest the same, and shall have the same force and effect as a full warranty deed of conveyance from such parties") (Tex. Rev. Civ. Stat. art. 3483 (1879)).

Further, after the partition but before the sale of the property, Will's homestead had to be set apart from his undivided, one-quarter interest. Influenced by Castilian law, the Constitution of the Republic of Texas protected the "family home" from the reach of creditors, and those protections were incorporated into the laws of the state when Texas joined the U.S. in 1845 (Forrester 2002:159). The Texas Constitution was amended in many ways in 1876 on account of the Civil War and in reaction to Reconstruction. "Since 1876, the Texas Constitution has limited the types of debts that a Texas homestead could secure by making invalid any lien on a homestead other than permitted types" (Forrester 2002:159). In 1891, "only debts for purchase money, improvements, or taxes" were permitted (Forrester 2002:159).

The court in case No. 4483 honored the prior partition of Tract Nos. 1 and 3 of the former Jordan plantation as arranged between Will, Charles, and Calvin in 1890 in case No. 4433, confirming that Calvin Martin would get Tract No. 3 from the original 1879 partition (Case Records 4483). The commissioners also reported that "the part designated on said map as [R.F.] Martin's 369 acres is set apart & designated as the tract liable to the Vendor's lien retained in deed of conveyance from said R.F. Martin, Jr., to said Willie Martin, subject however to the

rights of the plaintiff H. Masterson to have execution against all the land set apart to said Willie Martin over and above the Homestead tract of 200 acres"[86] (Case Records 4483).

On September 1, "all of the estate, right, title, and interest which the said Willie Martin had on the 28 day of January 1889" in Tract Nos. 1 and 3 (excluding a homestead exemption of 200 acres) was auctioned by the Brazoria County sheriff to the highest bidder—Harris Masterson—for $170 (Deed Records 1891). In other words, Masterson bought an undivided, one-quarter interest in the in 1111 acres of Tract No. 1 from the original 1879 partition and the 369 acres of Tract No. 3 from the original 1879 partition (excluding an undefined 200 acres) (Sheriff's Deed, No. 4483, Masterson Papers).

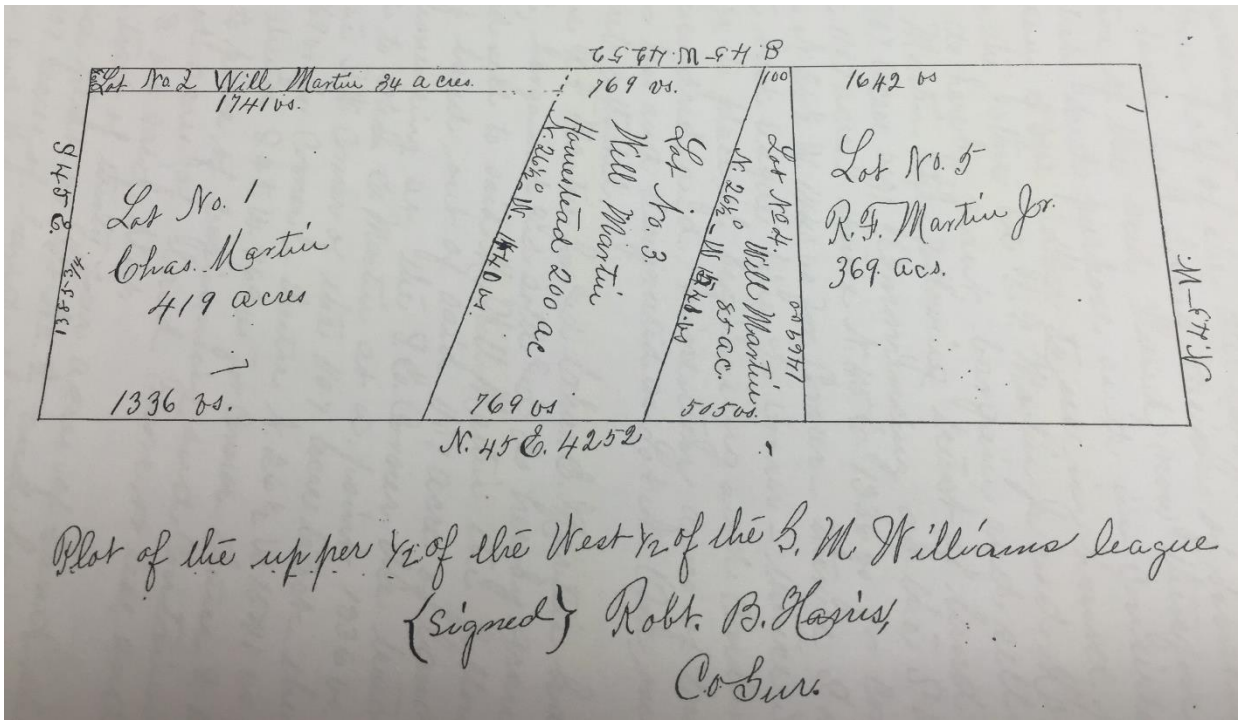
On September 10, Harris Masterson, R.F. Martin, and Will Martin (represented by Masterson as his attorney) rearranged their debts by an agreement that put R.F. and Will further under the power of Masterson (Masterson Papers). The terms of the agreement were as follows:

- R.F. Martin gave Masterson a $12,500 deed of trust to be paid by January 1893 (with $750 due in attorney's fees in the event of a suit on the debt), thus:
    - Masterson paid Weiss Bros. the $3779 that was due them from R.F.;
    - In the pending suit between R.F. and Calvin Martin in Galveston County for the partition of the Martin store building, Masterson would buy the property at the court-ordered auction (as long as it sold for $20,000 or less) and re-convey it to R.F. Martin with a vendor's lien;
        - Masterson had the power to sell R.F.'s three-quarter interest in the Martin store building,
        - R.F. had to repay Masterson for three-fourths of the purchase price, and

[86] "The homestead not in a town or city shall consist of not more than two hundred acres of land, which may be in one or more parcels, with the improvements thereon" (Tex. Const. art. XIV, § 51 (1879)).

    - This was nominally "a full and complete settlement of all claims and demands of any nature whatsoever between the said H. Masterson and said R.F. Martin, Jr., and between said Will Martin and said R.F. Martin, Jr., *to this date*;"
- Will Martin returned the 369 acres (a divided, one-quarter interest) that R.F. sold Will in 1889, then:
    - R.F. canceled Will Martin's remaining notes of payment of $3000 on it, and
    - Masterson had the power to sell all of R.F.'s interests in the former Jordan plantation;
- Masterson conveyed to R.F. the undivided, one-quarter interest of Will in the former Jordan plantation that he bought at the sheriff's sale in September for $170;
- Will Martin would allow R.F. to win the case pending in Galveston County between them, "quieting the title of said R.F. Martin to said property;" and
- R.F. agreed to the partition that placed Will Martin's 200-acre homestead on the former Jordan plantation that included the plantation house and former slave quarters (Masterson Papers).

The last term of this agreement explains how Will Martin and his family kept the Jordan plantation house and former slave quarters, which generally would have been subject to sale in the partition between the brothers because its value was disproportionately larger than the other lots.



Division of Tract No. 1 of the Jordan plantation (using the 1879 partition numbering) as partitioned into five lots pursuant to case No. 4483 in 1891 (Deed Records 1891). Calvin Martin is not included on this map because he was allocated Tract No. 3 from the original 1879 partition.

On September 24, the Martin brothers ratified the partition drawn up by the commissioners, and on October 1 they paid each other $1.00 to quitclaim one anothers' allocated lots (Deed Records 1891). Also, Will Martin designated Lot No. 3 as his homestead (200 acres) and conveyed 119 acres (Lot Nos. 2 and 4 in the map above) to Harris Masterson (Masterson Papers; Deed Records 1891). Charles and R.F. Martin memorialized the settlement of their Galveston lawsuit even though they could not remember the cause number (Masterson Papers).

Then, on October 2, Masterson re-conveyed Lot Nos. 2 and 4 to Charles and Will Martin for $1000 secured by a vendor's lien with two promissory notes to be paid by January 1893 (Deed Records 1891). On October 7, Masterson bought the Martin store building in Galveston County at sheriff's sale (as agreed) for $22,250 and obtained a sheriff's deed on November 3 (Case Records CI 381).

On November 20, in the Galveston county lawsuit against his brother, R.F., for the partition of the R.F. Martin brick store, Charles submitted a curious statement about how he was (or was not) emancipated. (Masterson Papers; Galveston Co. Dist. Ct. No. 15330).

> Whereas, in cause No. 15330 . . . I alleged in substance through my atty, among other things, that I . . . had no knowledge of the disabilities of minority having been removed by the District Court of Galveston County, and that same was done without my knowledge and consent, etc. This is to say that I never read the petition making said averments and the same were made by my Attorney through mistake as to the facts on the subject—At the time my disabilities of minority were removed I was living in Galveston, and the same was done without my knowledge, consent and approval and at my special instance and request, and for my benefit (Masterson Papers, Case Records 15330).

Finally, on December 29, 1891, R.F. Martin conveyed outright to Harris Masterson all of his interest in Lot No. 5 of the former Jordan plantation for $2000 (Deed Records 1892). Oddly, although the partition had just been made two months earlier, the deed between R.F. and Masterson says that Lot No. 5 contained 482 acres. However, the deed from October and the commissioner's report from July of the same year show that Lot No. 5 only contained 369 acres. R.F. dismissed case No. 4515 in January 1892 (Case Records 4515).

Property Transfers after 1891: Martins, Mastersons, Claiborn Holmes, and Magnolia Church

On January 1, 1892, Charles Martin conveyed 41 acres from his part of the Martin brothers partition (Lot No. 1) to Claiborn Holmes for $520 to be paid in five installments of $104 to be paid annually through 1897; the payments were secured by promissory notes (Deed Records 1892). The property began at the southern corner of the S.M. Williams League line in the tract

of land awarded to Charles after the division of the LJPSHS in 1891, ran north "to a stake in slough far corner," then ran northeast "to stake in slough far corner," then southeast "to a stake in timber," then southwest to the place of its beginning (Deed Records 1892). This piece of property was in the southwestern corner of the Martin's part of the S.M. Williams League (Tract No. 1 of the 1879 partition), adjacent to the George Harrison League. Importantly, Charles retained a vendor's lien.

In October 1892, 19-year-old Calvin Martin petitioned for removal of his minority, alleging in his petition that "the bulk of his estate is on a plantation he is now managing and controlling for himself," and he needed to be able to buy "wood, teams & tools" to "put said property in a condition to yield an income such as it should do" (Court Records 1212). He also pleaded that "it is absolutely necessary to build more *cabins*, fences and other improvements (Court Records 1212) (emphasis added). He reported that his father was living in Palo Pinto County and took "no supervision or control whatsoever" over him. The court removed Calvin Martin's minority on January 3, 1893.

Calvin married Gertrude Masterson in March 1894 (Brazoria Co. Marriage Records 1894), another daughter of A.R. Masterson, and thus Harris Masterson's niece and Will Martin's sister-in-law. At the time, A.R. Masterson was the Brazoria County Judge (*see* Hardy and Ingham 1910). Gertrude Masterson Martin died "at Brazoria, Tex., at 4 a.m., December 7" 1894 (Galveston Daily News 1894).

A few months before the death of Gertrude, County Judge A.R. Masterson and his wife conveyed two city lots in Brazoria to their daughter, Eloise Masterson Martin (who was Gertrude Masterson Martin's sister *and* sister-in-law) "in consideration of natural love and affection," specifying that they were given to her as her separate property on August 23, 1894 (Deed

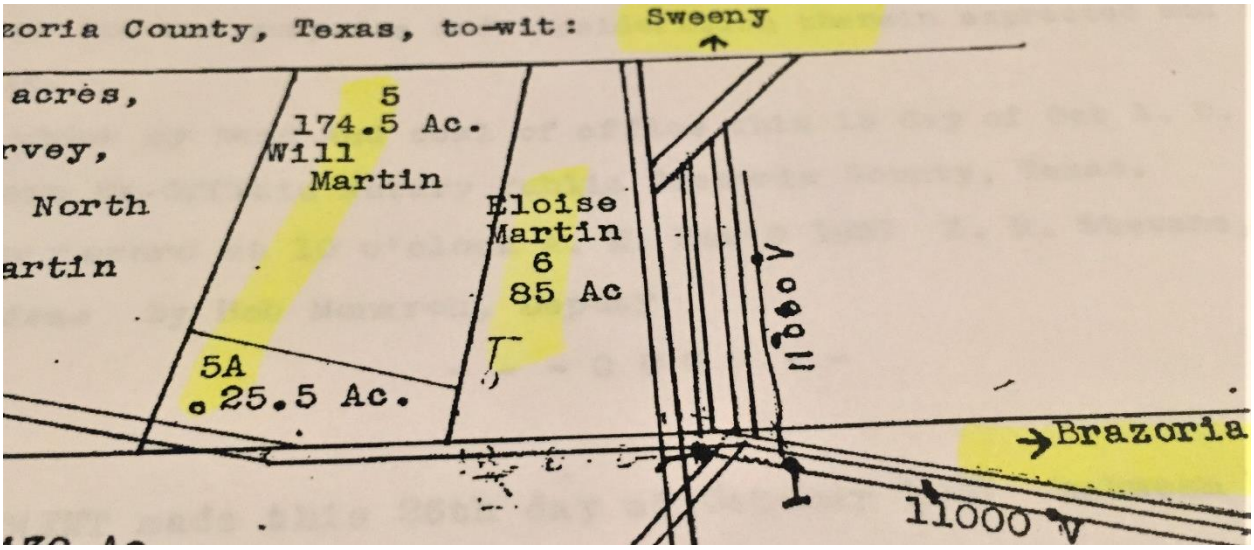
Records 1894). In her memoirs, Julia Graves O'Neal wrote, "Will Martin built a two story frame house that was better looking [than a nearby house built by one of the Mastersons]" in the town of Brazoria, and she wrote that Will, his wife Eloise, R.F., and Calvin Martin lived there with Eloise's aunt and her daughters (O'Neal n.d.).

On September 3, Will and Eloise carved out about 25 acres from the former homestead lot at the LJPSHS (Lot No. 3) which they sold to Calvin for $200 (Deed Records 1894). Less than a week after Eloise's parents gave them the Brazoria lots in late August 1894, Will and Eloise designated them as their homestead instead of Lot No. 3 of the LJPSHS on September 4 (Deed Records 1894). At the same time, they pledged Lot No. 3 (including the house and former slave quarters but excluding the part sold to Calvin) and Lot No. 4 of the LJPSHS to Harris Masterson in a deed of trust for $750 in promissory notes (Deed Records 1894).

In November 1895, Calvin Martin sold one acre along the western boundary of the S.M. Williams League with the Harrison League (immediately to the north of Claiborn Holmes's 41 acres) to Manuel Williams, Trustee of the Magnolia Church, for $40 cash (Deed Records 1895). The deed entry recites that the land had been conveyed to Williams "for the purpose of a site for church and school houses and no other" (Deed Records 1895). Charles Martin notarized the deed, noting that he was a justice of the peace (Deed Records 1895). The Magnolia Church history says that the congregation first met in 1889 in a school building on the Harrison League (Wright 1994:157), which explains the reason that the one acre sold to this church abutted the Harris-S.M. Williams leagues shared boundary line.[87]

[87] Note that in 1900, 200 acres in the Harrison League that included the "Stanger store house" on Magnolia Slough, the "40 acres upon which John McNeill lives," and the one acre used by a school in the Harrison League (among others interests including cattle) was pledged in a deed of trust by Stanger's brother for a $3000 debt to I.H. Kempner as trustee of the Kempner estate (Deed Records 1900).

Between 1894 and 1896, the Martins submitted almost 30 deed records in Brazoria County, many of which featured involvement with Masterson to one degree or another. About 15 transactions were recorded in 1894, six in 1895, and four in 1896. A deed record from 1896 says that Will and Eloise sold Eloise's Brazoria lots (and house) to Calvin for $1500 in 1896 (Deed Records 1896).[88] In contrast, a deed record from 1899 recites that, in 1896, Will and Eloise traded their Brazoria house and lots to Calvin in exchange for discharging a vendor's lien for the purchase money of Lot No. 4 of the 1891 Martin brothers partition of the LJPSHS. Immediately after this entry in the records is the deed by which Will transferred Lot No. 4 of the 1891 Martin brothers partition to Eloise as her separate property (Deed Records 1899). The configuration thus created is observable in the map, below.



Subdivision of Tract No. 1 from the 1879 Martin brothers partition in which Will Martin's homestead partitioned in 1891 (Lot No. 4) is labeled "Lot 5 (174.5 Ac.) Will Martin." "Lot 5A (25.5 Ac.)" was conveyed to Calvin Martin from Will Martin's homestead in 1894 (Deed Record 1894), but was then conveyed to Charles Martin in 1905 (Deed Records 1905). (Map included in the record of conveyance of a right of way to a telephone company in 1937 (Deed Record 1937)).

In June 1904, Calvin Martin conveyed to Harris Masterson Lot No. 1 (excluding the 41 acres he had conveyed to Claiborn Holmes about ten years earlier and the one acre conveyed to

[88] Note that Calvin Martin was sworn into office as a deputy sheriff by A.E. Masterson at the end of 1896 (Deed Records 1896).

the Magnolia Church) and Lot. No. 2 (the Will Martin 34 acres) of the 1891 Martin brothers partition in exchange for release from promissory notes made in October 1895 and May 1896 (Deed Records). The deed recites that Calvin gave Charles a deed of trust in 1895 to secure a debt of $755 in promissory notes (Deed Records 1905). It then recites that Charles sold his brother's promissory notes to Harris Masterson, and the notes have been paid in full. As a result, Charles released Calvin from any claims on the LJPSHS property that Calvin had used as security for the $755 debt in 1895 (Deed Records 1905). A letter from Harris Masterson to Calvin in June 1904 read:

> Dear Cal:
>
> In settling up our affairs and in your making me a deed to the property upon which I had a lien it is agreed by me to make a conveyance to you . . . of the tract of land not to exceed thirty acres near Will's house in such shape as not to interfere with the general configuration of the land. This thirty acres is out of the property you got from Charles. Whenever you furnish me with field notes . . . I will prepare it and give it to you

(Masterson Papers).

In March 1905, Harris Masterson and Calvin Martin were sued after they failed to pay taxes on Lot Nos. 1 and 2 of the 1891 partition, the 25.5 acres subdivided from Will's homestead in Lot No. 3, and 369 acres in Tract No. 3 from the 1879 partition (Brazoria Co. Dist. Ct. No. 9483). Unpaid taxes from 1894, 1896 to 1899, and 1903 were alleged (Case Records 9483). The court ruled against Calvin and Masterson, issuing an order of sale of those lands in September 1905. It appears that Masterson paid the $362 tax bill before the property was sold, however. This may have been a regular practice for Masterson, whose personal papers include multiple suits from multiple counties for unpaid taxes.

In July 1905, Charles Martin recorded the assignment of his vendor's lien on the Holmes' 41 acres—he endorsed them to Harris Masterson in exchange for $1 (Deed Records 1905).[89]

[89] In the 1900 Census, Claiborn and Hester Holmes occupied dwelling 185 with seven children, including Claiborn, Jr.(III), and the census-taker marked that they owned their home subject to a mortgage (U.S. Census). Claiborn was 45 years old, born in Texas in June 1855 to a father from Virginia and a mother from Alabama. Hester was 40 years

This act was purported to have been done in 1899 (Deed Records 1905). Also in July 1905, Charles Martin released Calvin from a deed of trust after Harris Masterson purchased and paid the promissory notes that secured it, thereby eliminating potential problems with Masterson's 1904 deal with Calvin (Deed Records 1905). At Calvin's request, Masterson conveyed the 25.5 acres carved out of Will's homestead to Charles, also in 1905) (Deed Records 1905). This is labeled "Lot 5A" on the map above. The documents for the 1905 transactions are signed and witnessed in Houston, where Masterson lived at worked at the time. A solution to complications that arose from the arrangement were outlined in the following letter from Eloise Martin to Masterson:

> Brazoria, Tex. 9/11/05
>
> H. Masterson, Esq., Houston
>
> Dear Uncle Harry,
> Mr. Donaldson was here last week surveying your lands adjoining our homestead, and finds your line running through our field, thereby cutting off a few acres and ruining the looks of the field, it is fenced in our tract, and has been for the past seventeen years. Will claims it by limitation, but rather than having a disturbance and lawsuit in the family, I would gladly pay you what the other party. Will & I have sold a few yearlings and have enough to pay for the land if you will be kind enough to sell it to me. Don't say anything about it, I don't want Will to know anything about it until the deed is signed, and you have received the money. Hope you will see fit to comply with my wishes. By so doing you will bestow a great favor on me.
>
> With best wishes for your success and happiness,
> __Yours Affectionately,
>
> Eloise Martin

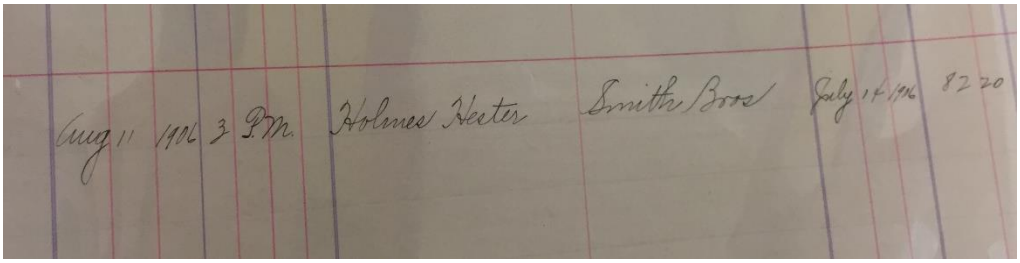
(Masterson Papers).

In 1906, Hester Holmes owned 41 acres (with a mortgage in the hands of Harris Masterson), nine head of cattle, and two mules (Deed Records 1892; Records of Chattel Mortgages). Her farm is described as "not less than ten acres in cotton, fifteen acres in corn, on the farm of *H. Masterson*, about ten miles west of Brazoria, Brazoria Co., Texas, and all acres in

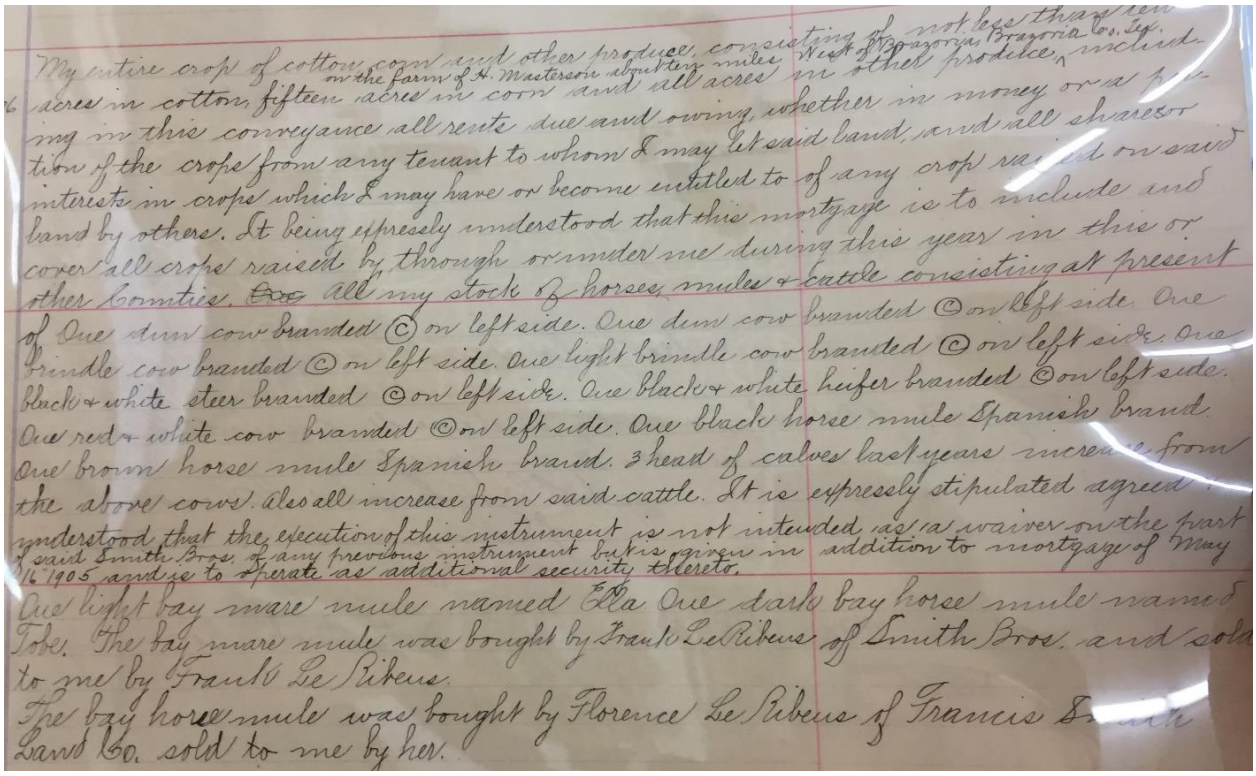
---

old, born in November 1859 in Louisiana to Louisiana parents. Dwelling 177 was occupied by Will and Eloise Martin, their children, and Mary Barnes, a black female servant (U.S. Census). Dwelling 178 was occupied by widowed Calvin Martin, two male boarders (Louis Willis and Allen Cochran) and Freeman McPherson, a 27-year old black male servant born in November 1872 (U.S. Census).

other produce" (Brazoria Co. Records of Chattel Mortgages 1906). Thus, she was aware that her mortgage had been conveyed to Masterson.



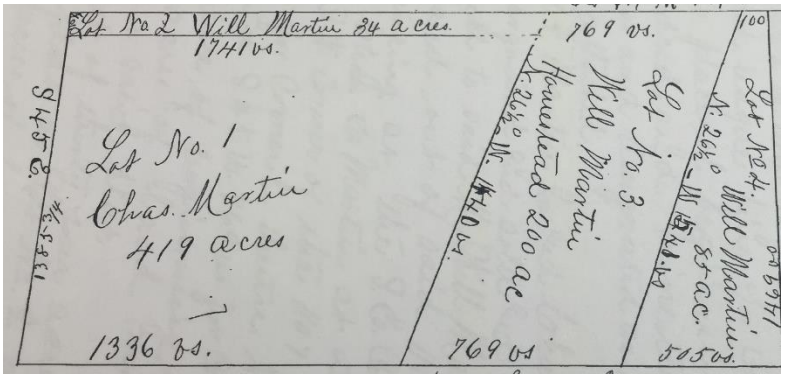
Hester Holmes pledge of crops and stock to J.G. Smith Bros (Brazoria Co. Register of Chattel Mortgages and Liens, 1906).



Property description in Hester Holmes pledge of crops and stock to J.G. Smith Bros. (Brazoria Co. Register of Chattel Mortgages and Liens, 1906).

Yet another transfer of rights to the LJPSHS among the Martins appears to have been arranged by Masterson in 1907. These documents are signed by Will and Charles Martin as follows, "Witness my hand at Jordan Place, Texas, the 29th day of March A.D. 1907" (Deed

Records 1907). Will Martin transferred outright Lot Nos. 1 and 2 of the 1891 Martin brothers partition (excluding Claiborn Holmes' 41 acres and the one acre belonging to the Magnolia Bible Church) to Masterson (Deed Records 1907). Charles transferred outright to Masterson Tract No. 3 of the 1879 partition (excluding the one acre on which the former sugar mill had been) (Deed Records 1907).



Lot Nos. 1, 2, 3 and 4 as partitioned in 1891 (Deed Records 1891).

In exchange, Masterson canceled a debt for $250 for Will and a debt of $750 for Charles. Also in 1907, Eloise bought from Masterson 13.5 acres from R.F. Martin's former property (Lot No. 5 of the 1891 partition) which adjoined her 85 acres in separate property (Lot No. 4 in the 1891 partition) for $10 as her additional separate property (Deed Records 1908).

Hester Holmes would soon lose the property that her family had farmed on the former Jordan plantation for over ten years because Masterson sued her and Claiborn (II) Holmes' other heirs in May 1908 (Brazoria Co. Dist. Ct. No. 9808). While this case was pending, Masterson was involved in 18 other lawsuits just in the Brazoria County district court alone, including the case of Pompey Higgins (Masterson Papers). Because he owned the vendors lien, Holmes could not claim adverse possession ("limitations") even though she had otherwise fulfilled the requirements for doing so.

Other heirs included in the lawsuit were: Joseph Holmes, Minerva Holmes, and Archer Holmes (Brazoria County); Hannah and Izier Bevins (Galveston County); and Moses Holmes (Matagorda County) (Case Records 9808). Masterson calculated that the amount due on the $520 original price had reached $1516, including attorney's fees and interest, and he asked the court to either order that amount paid to him or deliver possession of the title and land to him (Case Records 9808). On August 18, 1908, a handwritten, signed letter from Holmes was sent to the Honorable H. Masterson, Houston, Texas:

Dear Sir,

I received a citation very recently to meet you in the district court which will convene in Angleton on the 7th day of Sept. 1908, to answer in my defense, your complaint against my and my children about the land on which we live.

I am not willing to enter any court against you about the land because I have not paid you for the reason that lost my husband together with the continual failure to make cotton crops, caused by the cotton pest known as the boll weevil, have prevented me from meeting the notes made by my husband as I desired. But I have continued to improve the place at considerable expense to myself so as to be able, in some way, to take up all the notes against the land.

I have kept up the tax on the land ever since my husband's death, and it does seem that you should not make completely homeless a poor widow, who as almost worn herself out improving a place putting it in condition for anybody to make a living on it! If I can't get you to consent to be merciful with me, I shall not go to any court to seek mercy.

I believe your conscience will tell you that you ought to allow me something for the expense and trouble I have had with this place.

I don't expect you to release me of the payment of all the notes but I do think that you ought to open your heart to allow me a home in my old age if it were no more than 10 acres!

Now Mr. Masterson, I am looking to you to decide this matter but to no court.
I hope to have the pleasure of hearing from you at once.

Yours truly, Hester Holmes

Masterson Papers, Woodson Research Center, Fondren Library, Rice University.

This letter reveals that Hester Holmes had a firm grasp on the realities of the legal system and the relationship that Masterson had with the land upon which she lived. She was an African American woman just after the turn of the century faced with a legal force of nature in the form of Harris Masterson, who, less than two years earlier, had accumulated 50,000 acres from across

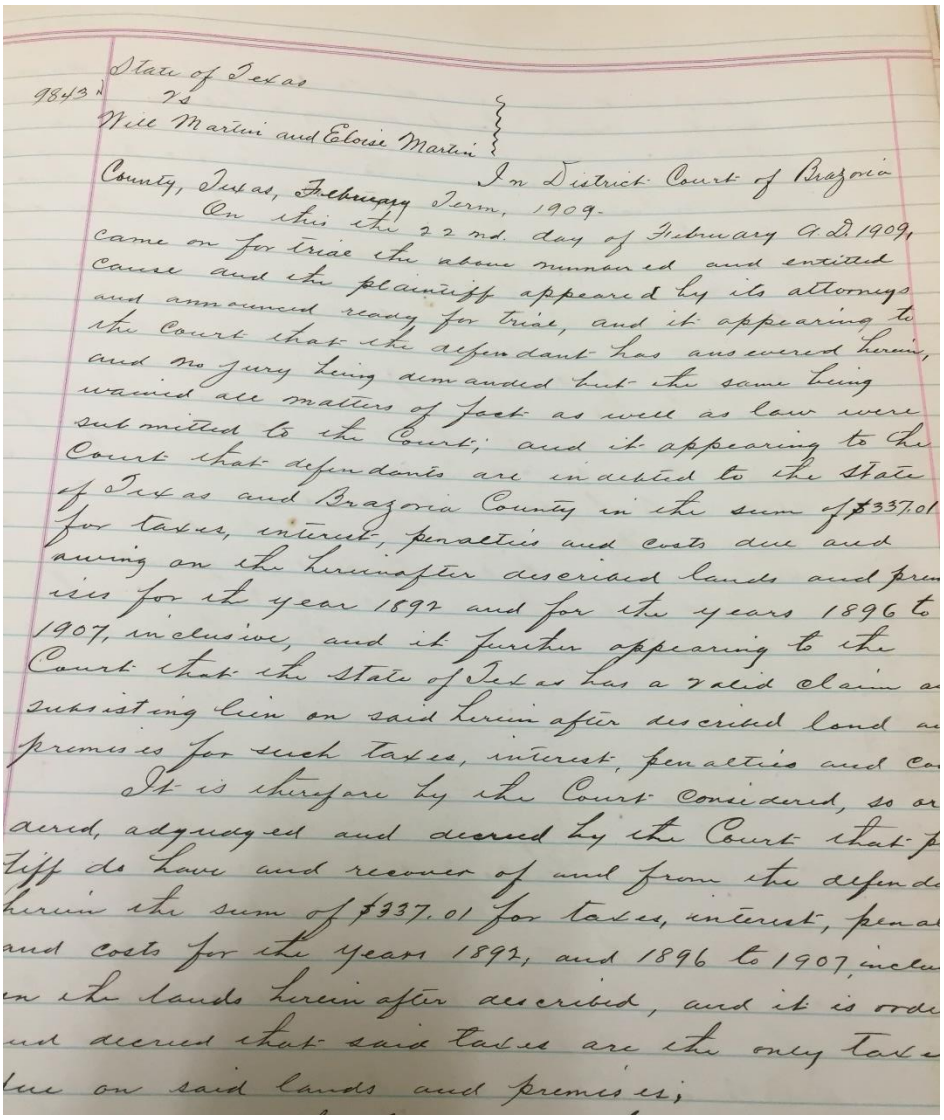
Brazoria and Matagorda Counties using this very method before he sold them to the South Texas Development Company, represented by attorney James Hogg, former Governor of Texas, in 1906 (Masterson Papers). Masterson had this process down pat. Hester correctly estimated that she had little legal defence to Masterson's lawsuit, and she presented her argument to his conscience, instead. Note that she had kept up with her property taxes, a civic act which Masterson and Calvin Martin had failed to do for years.

In the meantime, Eloise and Calvin Martin were already competing for Hester's property. In a letter from November 19, 1908, Eloise Martin figured she had the inside line with Hester: "She is my washerwoman, and I believe will give me possession" (Masterson Papers). Eloise had also evaluated the land, pointing out to Masterson that there were only 11 or 12 acres cleared, and she offered Masterson $7.50 per acre for the property that he did not yet own (Masterson Papers). Like Hester, she also understood that Masterson would win the lawsuit. She advised Masterson that she had "the cash ready to pay for it," and she asked him to "Please let me know at once so I can build a fence & get it ready for farming next year" (Masterson Papers).

On December 2, 1908, Calvin Martin wrote Masterson to find out what terms he wanted Calvin to require to sell Hester's 40 acres as well as the 100 acres of the "Martin Mack Place" (Masterson Papers). He wrote Masterson that he thought he could sell them for $17.50 or $20 per acre (Masterson Papers). Masteron replied on the same day, telling Calvin that the Holmes and the Mack properties were for sale, Calvin could have as commission any amount in excess of $18 per acre, and he would send a list of more properties to be sold "pretty soon" (Masterson Papers). Recall that Calvin's deceased wife had been Masterson's niece.

Masterson also wrote his niece, Eloise, on the same day to let her know that he had just been offered $17.50 per acre for Hester's property, but he did not tell her it was by her own brother-in-law, Calvin. He continued:

> The price fixed in your letter, unless you unintentionally omitted to put the (1) before the (7), is $7.50 per acre. If you intended to make the offer $17.50, 1/3 cash and the balance in time to suit you, I would be glad to give you the preference" (Masterson Papers).



State of Texas
9843 vs
Will Martin and Eloise Martin

In District Court of Brazoria County, Texas, February Term, 1909.

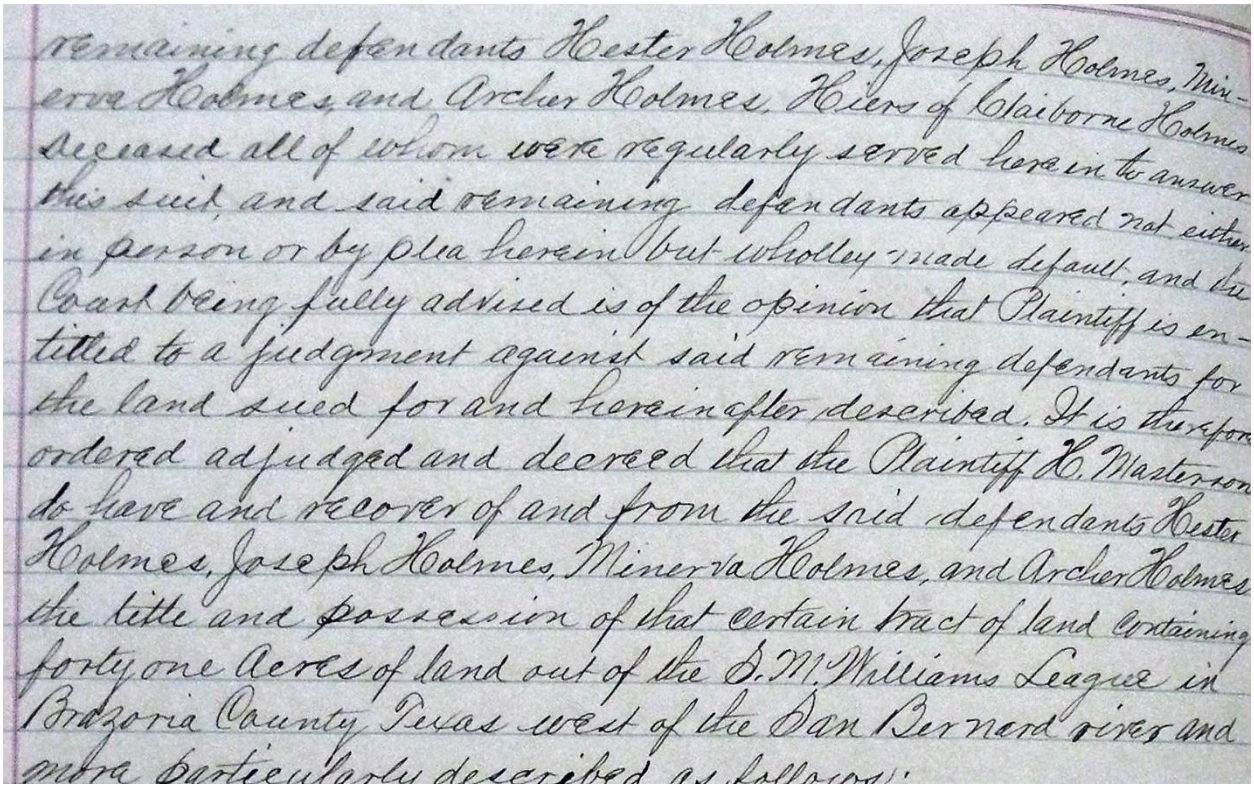
On this the 22nd day of February A.D. 1909, came on for trial the above numbered and entitled cause and the plaintiff appeared by its attorneys and announced ready for trial, and it appearing to the Court that the defendant has answered herein, and no jury being demanded but the same being waived all matters of fact as well as law were submitted to the Court; and it appearing to the Court that defendants are indebted to the State of Texas and Brazoria County in the sum of $337.01 for taxes, interest, penalties and costs due and owing on the hereinafter described lands and premises for the year 1892 and for the years 1896 to 1907, inclusive, and it further appearing to the Court that the State of Texas has a valid claim and subsisting lien on said hereinafter described land and premises for such taxes, interest, penalties and co

It is therefore by the Court considered, so ordered, adjudged and decreed by the Court that plaintiff do have and recover of and from the defendants herein the sum of $337.01 for taxes, interest, penalties and costs for the years 1892, and 1896 to 1907, inclusive on the lands hereinafter described, and it is ordered and decreed that said taxes are the only taxes due on said lands and premises;

Taxes owed by Will and Eloise Martin as of 1909 back to 1892 (Brazoria Co. Dist. Ct. No. 9843) (Brazoria Co. Dist. Ct. Minutes, courtesy of the Brazoria County Historical Museum).

Will and Eloise were sued by the State of Texas in 1909 for failure to pay their property taxes (Brazoria Co. Dist. Ct. No. 9843, pictured above). In February 1911, the court gave Masterson title in Hester Holmes' 41 acres in a default judgment based on non-appearance (Brazoria Co. Dist. Ct. Minutes). It appears that the case lasted three years because Masterson had difficulty serving two of the defendants (Izier and Hannah Bevins) with notice, and the court ruled on the same day that Masterson dismissed them from the case (Masterson Papers).

Harris Masterson's blueprint of Tract No. 1 of the S.M. Williams League with Hester Holmes 41 acres portion labeled "40 AC." Handwritten on Hester Holmes' tract is "owned by HM"—owned by Harris Masterson. Masterson Papers (Courtesy Woodson Research Center, Fondren Library, Rice University).


remaining defendants Hester Holmes, Joseph Holmes, Minerva Holmes, and Archer Holmes, Heirs of Claiborne Holmes deceased all of whom were regularly served herein to answer this suit, and said remaining defendants appeared not either in person or by plea herein but wholly made default, and the Court being fully advised is of the opinion that Plaintiff is entitled to a judgment against said remaining defendants for the land sued for and hereinafter described. It is therefore ordered adjudged and decreed that the Plaintiff H. Masterson do have and recover of and from the said defendants Hester Holmes, Joseph Holmes, Minerva Holmes, and Archer Holmes the title and possession of that certain tract of land containing forty one Acres of land out of the D. M. Williams League in Brazoria County, Texas west of the San Bernard river and more particularly described as follows:

Default Judgment in Case 9808 on February 1911 (District Court Minute Books, courtesy of the Brazoria County Historical Museum).

In June 1913, Masterson (through the Masterson Irrigation Company) convyed the land to J.G. Smith for $359 in cash and $1077 in notes (Deed Records 1913). During the pendency of the suit, the Magnolia Bible Church had constructed its building on the one acre next to Holmes' former farm (*see* Wright 1994:157). Manuel Williams was the church's trustee when Calvin sold it that one acre in 1895 (Deed Records 1895), and Hester married a man named "Emanuel Williams" in February 1916 (Brazoria Co. Marriage Records).

Additional correspondence from Will, Eloise, Charles, and Calvin to Harris Masterson from the early 1900s until the late 1910s show them looking to Masterson a source of income from land sales commissions, rents from farmers, or odd jobs such as working at a lumber company (Calvin) (*see* Masterson Papers). Also, a number of affidavits of ownership appear in the Brazoria County deed records of the 1920s and 1930s—some more accurate than others—

indicating that property owners (including the Martins and McNeills) across the county were putting their land titles in order in preparation for mineral exploration. Thus, Will and Eloise Martin leased Lot No. 4 of the 1891 Martin brothers partition of the LJPSHS in November 1925 to E.M. Masterson (Deed Records 1925).

Section Two: Masterson As Corporate Structure

Harris "Harry" Masterson (Adapted from Westmoreland Preservation Alliance).

Harris Masterson is an almost larger-than-life figure in *McNeill* v. *Masterson* and the cases related to it. A biographer described him as a "shrewd, crusty man who knew exactly what he stood to gain in any deal" (Wray 1974:10). Part of his presence seems to have been due to his family connections.[90] Harris Masterson and his five brothers were taught law in Brazoria County by their mother, Christiana Irby Roane Masterson, whose grandfather had been governor of Tennessee (Wray 1974:9-11). Harris Masterson's father was a Tennessee lawyer who had moved to Brazoria County in the 1830s and was a witness to Levi Jordan's will (*see* Harris Co. Dist. Ct. No. 13679).

Masterson's brother, A.R. Masterson, held elected offices in both Houston and Brazoria County after his service in the Civil War (Houston Post 1913:Brazoria County Historical Museum). He presided over a number of cases involving Harris Masterson, the McNeills, the

[90] Harris Masterson was born on June 30, 1856, and he died on June 29, 1920 (Masterson File:Brazoria County Historical Museum).

Martins, and people formerly enslaved at the Jordan plantation, including their descendants. He was also the father of Eloise Masterson Martin and Gertrude Masterson Martin. He was appointed the Brazoria County tax assessor and collector during Reconstruction between 1867 and 1869 (Hardy and Ingham 1910). From 1869 to the end of Reconstruction in 1873, he was the appointed city attorney for Houston, after which he practiced law in Houston until 1881. Beginning in 1881 he operated a ranch in West Texas until 1885 then he returned to Brazoria County and served as the elected county judge from 1885 to 1900, after which he returned to Houston. Despite his Reconstruction-era appointments in Brazoria and Houston, it was reported that he "always voted and heartily supported the Democratic ticket" (Hardy and Ingham 1910:926).

A.R. Masterson faced a number of serious criminal charges. In early 1887, a Brazoria County grand jury reviewed malfeasance charges[91] against Masterson as county judge.[92] All charges considered resulted in indictments, and the same grand jury voted to indict another county government official for failure to maintain county financial ledgers. These charges should be considered in the context of a recent election (which he lost) and a change of county administration, and they could be politics carried out via the courts. A letter from the grand jury to the Brazoria County Commissioners' Court on January 21, 1887, included concerns about abuse of school funds and mismanaged bridge contracts (Brazoria Co. Dist. Ct. Minutes).

[91] The five indictments were for the following offenses: "Buying a school voucher on or about Oct. 1, 1885;" two separate charges of "Buying Witness Fees on or about Oct. 9, 1885;" "buying school vouchers on or about Jan. 1, 1886;" and "Charging fees unauthorized by law on or about Feb. 1885 (Brazoria Co. Records). The district court dismissed the two charges of buying school vouchers after Masterson presented exceptions to them in early 1887 (Brazoria Co. Dist. Ct. Minutes). The case for charging jury fees unauthorized by law was resolved at trial on January 24, 1887, with a verdict of Not Guilty by foreman J.F. Walker and 11 other jurors; the two cases for buying witness fees were dismissed at the request of the district attorney because of pleading errors (Brazoria Co. Dist. Ct. Minutes).

[92] The office of county judge is the head administrator of county government.

It should be remarked that the A.R. Masterson indictments are followed immediately in the minutes of the grand jury by the case of Will Martin, in which the grand jury considered the charge of "Assault with Intent to Murder" of Lewis Locke by Will Martin. No indictment was returned at the time, but the grand jury would later vote to indict Martin for the offense, which might have been related to the malfeasance charges against Masterson. A brief description of this assault case will be included in Section Four of this chapter.

James Roane Masterson, brother of Harris and A.R., was first appointed a judge for the district composed of Harris and Montgomery counties in 1870 during Reconstruction, and he was elected to serve in that office from 1876 until 1893 (Hardy and Ingham 1910:551-53). Another brother, Leigh Chalmers Masterson, served for 38 years as a clerk in the U.S. District Court for the Southern District of Texas, the federal court that covered Houston, Galveston, Corpus Christi, Victoria, Brownsville, and Laredo at the time of his death in 1940 (The Houston Press:1940). Harris Masterson's nephew served as county judge in Fort Bend County (Sowell 1904:363, courtesy of the Brazoria County Historical Museum).

Harris Masterson's other brother, William Masterson, served as a state district judge in Harris County. Among the cases he presided over was *Woods v. Bell*, in which a group of African American citizens of Harris County sued the trustees of Houston's Emancipation Park in the summer of 1917 after the trustees obtained court approval to transfer the park to the City of Houston (195 S.W. 902 (Tex. Ct. Civ. App. 1917)). The park had more debts than income, and the acting trustees asked the court in which William Masterson presided to rule in equity and transfer ownership of the park in order to avoid impending foreclosure from two lien holders of the trustees. Amongst the lienholders to whom the park was indebted, the largest debt due was to Harris Masterson.

William Masterson ruled in favor of the park trustees, recognizing the validity of the transfer to the City of Houston, and the Texas Court of Civil Appeals upheld his decision. It is unknown whether the City of Houston paid off Harris Masterson's note, but it would seem that Masterson would have been more likely to see a return on his $5000 loan from the city than from the trustees who had less than $300 on hand plus creditors with a higher priority than Harris.

Masterson himself served as a state district judge in Brazoria County, and he served as a state district judge in Harris County when he left Brazoria County in the late 1890s. Perhaps the best description of Harris Masterson's line of business comes from his own words. "I do considerable business in the line of purchasing notes, discounting paper of different kinds, and such fact is known to the brokers in Houston who sell paper for different parties and is reasonably well known to other people who know me at all" (Case Records 4333).

Brazoria County historian Mary Beth Jones wrote about the lasting effects that Masterson's line business had on the perceptions that others had of him. She quoted a letter received from a former Brazoria county judge who was pleased to see that an article by her in the local paper contained "the truth printed about Harry Masterson, a Brazoria lawyer and political official who had been involved in a couple of lawsuits with [the judge's] grandfather, " and "who obviously was not a fan of Masterson's business practices" (Jones 2012). He wrote that his grandfather said that "Harry Masterson could just walk across a piece of property and cloud up the title" (Jones 2012). Joseph Bates, who sued Masterson, McNeill, and Chinn in 1881 for attempting to cloud the title of his land, would have agreed.

Regardless, whether in dealing in land, debt, or politics, he appears to have adhered to a pragmatic and sometimes ruthless profit-motivated ideology—he bought and sold with rich, poor, black, white, Martin descendants, McNeill descendants, descendants of former slaves, and

anyone else from whom it might be possible to gain financially or politically. He loaned money to other former planters and their descendants, secured by their former plantations, and he obtained writs of execution for the sheriff sell those properties to satisfy the debts secured by them. He bought and sold a plantation whose grounds once housed peacocks—it is occupied by a large cemetery and commercial structures now. He sued white landowners George and W.H. Crafton along with Promise McNeill, John Boone, Angelina Boone, and George Boone, and bought the 553.5 acres involved in the suit for $25 at sheriff's auction in 1897 (Deed Records 1897). The writ of attachment was executed by Calvin Martin, deputy sheriff (Deed Records 1897).

On July 21-22, 1887, a jury trial of Masterson for the offense of Unlawfully Carrying a Pistol resulted in a mistrial after two days of jury deliberation failed to produce a verdict (Brazoria Co. Dist. Ct. Minutes). In addition to his ability to avoid criminal convictions, Masterson proved immune to rabid dog bites, possibly aided by Louis Pasteur:

> Probate Judge H. Masterson of Brazoria, Tex., was bitten several days ago by a dog supposed to be suffering from hydrophobia. Judge Masterson arrived in the city [of New York] Tuesday morning and sent a cablegram to Mr. Pasteur at Paris as follows: 'Bitten seven days' (Chicago Daily Tribune 1890).

Julia Graves O'Neal described the physical terms of his departure from the town of Brazoria (which was the county seat of Brazoria County at the time) for Houston:

> The house [of Harry Masterson] was on the river front and near the Laura Jackson house. The Mastersons house burned to the ground when Mr. Masterson's wife had died and he was planning to leave for Houston. I think the furniture was packed and ready to go. (O'Neal n.d.).

Masterson's wife, Sallie Stewart Turner Masterson, had died on January 14, 1894 (Masterson File: Brazoria County Historical Museum; Deed Records 1894).

Harris Masterson home, 3702 Burlington, Houston, Texas (demolished in 1957 for State Highway Spur 527). Part of a new, planned neighborhood, it was completed in 1907, and it featured a privet hedge maze as a "play area for the grandchildren" (Houghton 1991). (Adapted from the Westmoreland Civic Assocation at westmorelandpreservationalliance.org)

Even after his 1894 move to Houston, Masterson was a regular presence in Brazoria County. On January 25, 1895, Masterson shot and killed a reporter in broad daylight in the center of the county seat:

> Harry Masterson, an attorney, to-day instantly killed R. McChinn, a Velasco newspaper correspondent, on the street. McChinn was a witness in an important case, and had been here only a few minutes when Masterson shot him and surrendered (New York Times 1895).

McChinn was not a known witness to the case of *McNeill* v. *Masterson*, which had ended three years earlier. According to one account, Masterson and McChinn had "been on anything but friendly terms for two years or more"[93] when Masterson shot McChinn twice in front of Weem's saloon (once in the heart and once in the "groin") with a Winchester rifle (Galveston Daily News 1895). He was arrested and indicted for murder but not convicted.[94]

McNeill relative by marriage Julia Graves O'Neill summarized her outlook on Masterson and the murder of McChinn:

> Harry (Harris) was a lawyer and was involved in dealings not approved of by some people. I have mentioned that he killed Mac Chinn. He got out of that. I have heard Mr. Calvin [J.C.] McNeill tell of a time Harry Masterson was intending to make a speech. Mr. Calvin went to him at the time and said, "Harry, you are not going to make that speech." Harry said, "Yes, I am." Mr. Calvin said, "Harry, see this knife I have? There are a dozen in this crowd just like it. You are not going t make that speech." And he did not make the speech. Now, Mr. Calvin and these other men were on the side of the law and order, so Harry must have been on the wrong side (O'Neal n.d.).

When oil was struck at Spindletop in East Texas in 1901, Harris Masterson already owned a lot of property on the Texas Gulf Coast at the time, and "he made a great deal of money by leasing out his land for drilling" (Wray 1974:9). "Apparently, he employed some of his not so prosperous nephews in his many businesses," including gathering title (but not possession) of properties for such leases (Wray 1974:10).

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[93] McChinn was a member of the Times-Democratric Club in Velasco, a group whose goal was to "crush the Brazoria Ring" of politicians of which they considered Masterson to be a part (Velasco Times 1892). This group shares similarities to the Young Men's Democratic Club of Fort Bend County, which later became the Jaybird Democratic Association in Fort Bend County—a group which eliminated Republican officer holders and black electoral participation with intimidation in 1888. "The vote of Velasco will fall like a thousand bricks on that county seat ring in Brazoria" (Velasco Times 1892).

[94] Witnesses at grand jury included R.F. Martin, who may have performed the inquest (Brazoria Co. Records).

In 1988, two years into the LJPSHS project, George E. Marcus of Rice University in Houston published an article based on his ethnography of the Kempner family of Galveston. Harris Kempner, the Kempner family patriarch died in 1894, leaving an estate valued at around one million dollars (*see generally* Marcus 1988). As it turns out, Harris Masterson and his siblings (Mary, T.G., William, and Leigh Masterson) sued a couple of local attorneys and Kempner's widow, Eliza Kempner, "as a survivor of the community estate of H. Kempner, deceased, for the recovery of 640 acres of land situated in Brazoria County" (37 S.W. 364 (Tex. App. 1896)). Kempner's widow and the pair of attorneys prevailed at trial, but Masterson and his siblings appealed and reduced the award of the full 640 acres to an award of a half interest in the 640 acres (37 S.W. 364).

Kempner's children first managed the family fortune under the administration of the matriarch/widow's estate in the same way that the McNeill brothers managed their grandmother's and mother's estates as well as the inheritance of the Martin brothers. In the 1920s, the Kempners organized into a business trust "which required renewal every twenty years by consent of the beneficiaries/descendants" (Marcus 1988:5).

Marcus wrote about the Kempners in the context of his studies of American family dynasties in the 1980s. According to him, most dynastic families whose 19th century fortunes survived into the twentieth century "have changed places with the administration of their wealth and have appended themselves as families to this administration" (Marcus 1988:6). Yet, regardless of the organization of the family around a legal structure for administration, the family and those who interacted with them continued to apply the "conventional narrative which sees the family, especially the middle-class family, as essentially a self-sustaining autonomous unit of biologically related persons" (Marcus 1988:3).

The result is an entity whose narrative and operations do not match, but the pervasiveness of the family narrative framework in American culture masks this situation. Marcus points out that there is "obviously something of mythic proportion about 'family' in dynasties given their appeal" to popular culture (1988:5). They inspire newspaper articles, film, fiction, and written works, such as this thesis. "More than inspiring envy, greed, or wealth fantasies, dynastic sagas complete the narrative of continuity that contemporary family life denies most people" (Marcus 1988:13). He observed that dynastic sagas

> all work off, in one way or another, a genealogical grid of individuals emanating from a founder, in which the story of the collectivity always is reducible to the discrete frame of individual rights, psyches, or actions. But all evade either the contradictions within this narrative (strong individuals leave a corporate legacy that fails to come to terms with the phenomenon of collectivity) or the alternative narrative which sees the construction of notable families integrally bound up with the authoritative appropriation of their identity in these external expert contexts or agencies (Marcus 1988:14-15).

Marcus argued that separating the traditional family narrative allows the external structure that maintains the dynasty to become visible and calls into question the "taken-for-granted way in which family stories are told within dynasties, and by implication, among other Americans as well" (Marcus 1988:15 & n. 2).

I suggest that the Jordan descendant family saga functions in a similar way to the Kempner family dynastic saga. Their family narrative masks thee possible external sources of support even though they did not organize into a legal structure like a family or business trust and even though the two lines of descendants were separated in some ways by mutual unconcern. The first external force that bound the family—both Martins and McNeills—was Harris

Masterson. Although excluded from the family narratives, he is present throughout the historic documents of Martins and McNeills—Will and Eloise Martin even named their son, Harris "Harry" Masterson Martin, after him (*see* McWilliams 2013). Both lines of descent from Jordan found in Masterson financial and political support. But for Masterson, the narrative of the Levi Jordan family (and the LJPSHS) would be much different.

It could also be possible that the public archaeology projects at the LJPSHS have served the same end. After archaeology brought recognition to the LJPSHS and spurred scholarship and popular attention around it, the most visible symbol of the Jordan family—the former plantation home—has been transformed from a rent house to a large-scale historical artifact. The State of Texas stabilized and painted it. The working buildings, including sheds and an outhouse, have been removed, and the wood-framed Jordan house dominates the entire site because it is really the only thing visible other than a small temporary structure. Thus, the third external entity that is eclipsed by the traditional family narrative of the Jordan family could be the State of Texas.

Marcus also explained that the Kempner family business "increasingly defined its primary business as family after World War II" (1988:9). As a result, "certain practices that women [in American family culture] had always controlled in the family (e.g., the transformation of personal property into sacred property and heirlooms in its distribution on the deaths of important family members) became generally more important as clanship became the primary purpose" (Marcus 1988:9). I suggest that women's roles at the LJPSHS similarly affected the LJPSHS.

In particular, it would appear that Eloise Masterson Martin's relationship to the LJPSHS and Harris Masterson enabled the land on which the house and quarters sit to remain in the hands of the descendants of Levi Jordan. In other words, but for Eloise, I do not believe the

archaeological site would have existed as it does today. But for Eloise's descendant, the site may have remained outside of the public realm. In summary, the case of *McNeill* v. *Masterson* does not support the abandonment narrative. However, it helps to explain how the LJPSHS entered into public history through Jordan's descendants.

Implications of *McNeill* v. *Masterson* in the Narrative of Abandonment

At this point, I revisit the most recent reasons posited for the abandonment of the Quarters which place the Martin brothers in the center of the narrative of abandonment:

> It would appear that a combination of the Martin Boys' violence directed at the community members, their desire to alter the function of the plantation from farming to racehorse breeding, the existence of the chattel mortgages, and poor harvests led to the abandonment of the African American community on the Jordan Plantation in 1887. The unique archaeological site was created because the only legal way for members of the community to get away from the Martin Boys (as well as their debt) was to leave all of their personal property behind in their cabins.
>
> Even though the Boys could have sold these items in order to satisfy the debts owed to them, it is clear that they elected not to do so. However, they also prevented anyone from returning to remove them. As the brick buildings began to collapse, and the roofs and floors decayed, the artifacts remained in close proximity to where they were left. In 1913, a major flood appears to have covered the area with alluvium. The only African Americans from the Quarters known to have continued to occupy the area immediately around the main house after 1887 was the family of Claiborn and Hester Holmes Hester served as a domestic servant for McWillie Martin and his family, while Claiborn and

other members of the family worked on the plantation. After the turn of the century, Claiborn and Hester bought a parcel of land on the original Jordan plantation" (Brown 2013: Ch.7, p. 2).

The first two reasons for the abandonment can be characterized as intentional acts; the decisions behind them made by the Martin brothers required former tenants to react for their own preservation. (The third reason—Records of Chattel Mortgages—will be analyzed in Section Five.) Thus, the narrative of the "Martin Boys" focuses on the agency of the "Martin Boys." There are two dangers in this narrative that both affect the interpretation of the relationship of the case of *McNeill v. Masterson* to the community around the LJPSHS.

The first gives the Martin brothers more credit than they deserve. It is a fact that the adult Martin brothers were charged with a long list of crimes, many of which were violent. But, it is also a fact that the adult Martin brothers were financially and politically supported by Masterson, to whom they remained in financial and political debt.

The focus on the Martin brothers leaves the impression that, but for their decisions, the people who were formerly enslaved at the LJPSHS would not have suffered as much. A logical extension of this focus results in the idea that if the "Martin Boys" had not lived as they did, then the freed people and their descendants would not have had to leave the Quarters. In reality, the Martin brothers were just part of a larger system.

The second danger of focusing on the agency of the Martin brothers in the narrative of the abandonment is that it reduces the role of agency employed by the formerly enslaved and their descendants navigated the larger system with varying results of success. The "Martin Boys" narrative is about the power of the Martin brothers, and the former "tenants" react to them rather than make their own decisions. Just as the first danger inhibits examination of the big

picture that cultural anthropology seeks to provide, this second danger tends to make the formerly enslaved people seem one-dimensional in the narrative of the LJPSHS.

The narrative of the Martin Boys makes for a good story, and good stories have a tendency to stick around. Melissa L Cooper observed the problems produced by such narratives of real people at real places when she wrote about "how evolving ideas and fantasies about Africanness, blackness, and southernness have shaped the construction of the Gullah identity" (2017). Since the 1920s, the "Gullah folk" of the Sapelo Islands in Georgia have been characterized as an "unspoiled, nearly extinct African American culture that, in the words of one guidebook for tourists, thrived 'due to generations of isolation'" (Cooper 2017:2, 10-12, 19). She questioned the tension between the "imagined Gullah world and the realities of black life in coastal communities and on islands in the Low Country" (Cooper 2017:14, 196). Cooper argued that the Gullah folk came to be defined as Gullah folk by outsiders who "discovered' them in the 1920s (Cooper 2017:10-12), and the image they created of the Gullah folk as discovered in the 1920s overshadows the Gullah descendants of the Sapelo Islands of today, who find themselves performing Gullah as an industry and means of making a living in addition to maintaining family and community traditions (2017:207-213). "In fact, these stories—stories that had been transformed as they passed through the imagination of so many across time, from 1920s and 1930s researchers to black women writers, and finally to the Islanders themselves—seem to have a more secure place in the national imaginary than the Islanders have in their community" (Cooper 2017:211).

Research and public history at the LJPSHS has lasted long enough that it can be expected that outlooks of the mid-1980s when it began can be contrasted with those around at the time of this writing in 2019. For example, in 2014, Xandria F. Robinson defined "post-soul southerners"

as the generation of African American southerners who "came of age after the assassination of King and in the shadow of glacial desegregation, resegregation, increased Latino immigration, and primary and return migration by African Americans from outside of the region" (2014:4-5). Robinson contrasted the post-soul generation, who "boldly and defiantly claim a regional identity as a distinction, a significant nuance to their racial identities" to earlier generations who "may have eschewed a regional identity because of its links to racism, forced subservience, and a violent and painful past" (Robinson 2014:5).

Recalling Toni Morrison's argument that "the South is constructed as the backdrop against which American national identity is formed and without which it cannot exist," Robinson explained that the "perpetuation of stereotypes and myths about the South" enforces the idea of the South as a distinct place and ensures that the "South functions as the polar opposite to the rest of the nation" (Robinson 2014:31). People in the South have taken this in stride.[95] Robinson explained that "despite their often negative connotations, southern myths are imbued with interpersonal currency, providing individuals with a virtually unending source of social and cultural capital" (Robinson 2014:32).

Section Three: Context Cases

The first case discussed (*Masterson v. Moore*) has influenced the abandonment narrative. It connects with *McNeill v. Masterson*, and its case records demonstrate the role of Harris Masterson in the financial affairs of the Martin brothers. The second case (*Martin v. Moore*)

[95] Anthropology Professor Janis Faye Hutchinson wrote about her experience writing about "family perspectives on race" as an African American from Alabama with a white fellow student and the problems that their joint project encountered (2005:ix, x). The fellow student told Hutchinson that she believed her mother "converted to a bitterly racist posture after moving to the South" in the 1960s (Hutchinson 2005:x-xi). However, over the course of their project the fellow student came to see that "the South" did not create her mother's views on race—instead, the South of the 1960s 'simply provided the environment in which her parents' dormant racism could comfortably express itself" (Hutchinson 2005:xi).

resulted in the sale of R.F. Martin's part of the LJPHS and also demonstrates the influence of Masterson on the Martins. The next case (*Martin v. Yerby*) is an extension of the fight in *Masterson v. Moore*. The fourth case (*Millican v. McNeill*) illustrates the roles played by Masterson, Charles Martin, and J.C. McNeill in the changing political climate in Brazoria County in the late 1890s. Finally, the case of *Higgins v. South Texas Development* is presented as a representation of the proposed source for the story of descendants of former slaves being forced at gunpoint to leave their homes—the fact pattern behind the interpretation of the abandonment narrative at the LJPSHS.

R.F. Martin, Jr. and Moore, McKinney & Co. v. Harris Masterson, 46 S.W. 855 (Tex.App. 1898), Brazoria Co. Ct. No. CI 381, Galveston Co. Dist. Ct. No. 16929.

This case lasted from 1894 until 1898, when the Texas Court of Civil Appeals upheld a ruling by Brazoria County Court Special Judge, T.C. Rowe, that RF. Martin and the Galveston, Texas, firm of Moore, McKinney & Co.[96] (hereinafter "Moore & Co."), owed Masterson $783.30. The catalyst for this case was another case decided just 13 days before it was filed. On March 13, 1894, a Galveston County district court found in favor of Moore & Co., ruling that R.F. Martin owed them $1466.69 as of December 1893 (Brazoria Co. Ct. No. CI 381; Galveston Co. Dist. Ct. No. 16929).[97] It does not appear that R.F. Martin defended the Galveston case, and the resulting default judgment would have been practically unappealable on either the facts in evidence or the procedure of trial in Galveston.

The Galveston court issued a writ of attachment on March 13 for R.F. Martin's property to satisfy the judgment because Moore & Co. alleged that "said Deft. has disposed of his property in whole or in part with intent to defraud his creditors" (Case Records 16929). The

[96] Moore, McKinney & Co. was composed of James Moore, L.S. McKinney, and Max Mass, all of Galveston County (Case Records CI 381).
[97] All documents used in this section related to Case No.16929 were obtained from the case record of CI 381.

Brazoria County sheriff executed the writ of attachment by locating and seizing R.F. Martin's property in Brazoria County. At 9:00 p.m. on March 15, he attached a town lot in Brazoria (Case Records 16929). At 11:50 p.m. he seized two iron gray horses, a sorrel horse, two bay mares, a bay stallion called "Jack," a bay horse called the "Crews Horse," a single buggy with a harness and a double drummer's buggy[98] and harness (Case Records 16929). M.S. Munson, a local attorney representing Moore & Co., and George Phillips, the former owner of the livery stable purchased in 1894 in the name of Charles Martin, witnessed the 11:50 p.m. seizure of the contents of this stable, indicating that it likely took place in the town where the livery stable was located—Columbia.

The next morning on March 16 at 7:30 a.m., the sheriff seized one gray horse worth $100 (Case Records 16929). At noon, another gray horse and a bay horse named "Running Wolf" were seized in the presence of M.S. Munson and Calvin Martin. Thirty minutes later, M.S. Munson and Will Martin witnessed the seizure of two more horses. At 4:30 p.m., M.S. Munson witnessed the seizure of the contents of the "Martin store" on Magnolia Slough near the Jordan plantation. Two more horses and a hack with double harness were seized on March 18 at 7:00 p.m. (Case Records 16929).

On March 19, 1894, Harris Kempner (the same Kempner whose family George Marcus studied), wrote to Moore & Co., "In accordance with my promise, I beg to advise you that I sent note of R.F. Martin for collection to Mr. H. Masterson, under date of Dec. 19th, 1893" (Case Records CI 381). Masterson as an attorney for Kempner[99] had been tasked with collecting the

[98] Drummers arrived by train, rented a buggy, then sold goods from food companies, leather goods, farm implements, hardware, and the like throughout the countryside (Duncan 2015).

[99]Represented by Masterson, Kempner sued R.F. Martin in Brazoria County in February 1894 for a promissory note for $250.00 which became due in October 1893 (Brazoria Co. Ct. No. CI 377, *Kempner v. Martin*). Harris Masterson moved to intervene in the lawsuit in August 1894 because he was "now the holder and owner of said claim sued in this case" (Case Records CI 377). The resolution of this case is not within the records viewed, but it is likely that it was not prosecuted after the intervention by Masterson.

debt R.F. Martin owed Kempner. If Moore & Co. sold all of R.F. Martin's property to satisfy their judgment, then Masterson could collect nothing for his client, Kempner. Kempner loaned money to the other two Martin brothers (Will and Calvin)[100] before this group of cases was resolved. Additionally, in 1892 after the conclusion of *McNeill v. Masterson*, Masterson purchased a lien once held by R.F. Martin on the property of his brother, Will, on the former Levi Jordan plantation (Case Records CI 381). Although he obtained a deed of trust from R.F. for the transaction, he later claimed that he only wanted to get his money and he had no desire to deprive R.F. of his part of the Jordan plantation (Case Records CI 381). Thus, Masterson had multiple lines of motivation to prevent the liquidation of R.F. Martin's property, not to mention his familial connection to the Martin brothers.

The property attached in March 1894 on behalf of Moore & Co. was scheduled to be sold at auction in early April (Case Records CI 381). On March 26, Masterson sued R.F Martin (Case Records CI 381). According to case records, R.F. Martin was supposed to have given five promissory notes totaling $500 to Masterson on January 3, 1894 (before the Galveston case) as security for a loan that R.F. was supposed to have used to purchase a half interest in the Columbia livery stable with his brother, Charles Martin (Case Records CI 381). Moore & Co. intervened on May 8 (46 S.W. 855; CI 381). It was undisputed that R.F. also owed money to Moore & Co. The main issues were whether Masterson's transaction with R.F. was genuine, and if so, whether Masterson's claim outranked Moore & Co.'s.

The first note was "secured by lien hereby given on my ½ of the horses, buggies, etc. bought in the name of Chas. E. Martin from Geo. Phillips & wife of Columbia, Tex," (Case

[100] Remarkably, Will Martin borrowed $300 from Kempner in February 1898, and Calvin Martin borrowed $300 from Kempner in March 1898 (Brazoria Co. Records of Chattel Mortgages H). Each pledged crops grown on their farms on the former Levi Jordan Plantation. The court of appeals resolved the case between Masterson, R.F. Martin, and Moore in June 1898 (46 S.W. 855 (Tex.App. 1898)).

Records CI 381). It was due in February 1894. The second note was due in March 1894, and it was "secured by lien hereby given on my ½ of the horses, buggies, etc. purchased from Geo. W. Phillips & wife by *me & Chas E. Martin, but in the name of the latter*" (Case Records CI 381). (emphasis added). The third note became due in April, the fourth note became due in May, and the fifth note became due in June, all of 1894; each note contained language similar to the first two explaining that the purchase had been made in the name of "Chas. E. Martin" (Case Records CI 381). Failure to pay any note rendered all notes due at once.

Masterson said that R.F. Martin failed to make his March payment, and the remainder of the notes became due for $500, plus interest and attorney's fees, as per agreement (Case Records CI 381). Moore & Co. pleaded that R.F.'s alleged debt to Masterson from January 1894 was subsequent and therefore of a lower priority than R.F.'s debt to them. They argued that Masterson's suit against R.F. Martin for R.F.'s debt to Masterson was manufactured to interfere with their rights to the property they obtained through their Galveston writ of attachment and another lien which had been sold separately to them by the Phillips, which was in their possession at the time of the attachment and auction.

Masterson alleged not only that his promissory notes from R.F. were signed in January 1894, but also that the money obtained from them was used by R.F. to buy the security described within them (i.e, the livery stable and its horses and equipment), thus the "identical $500.00 borrowed . . . was paid to said Geo. Phillips & wife for part of the purchase money of said horses, buggies, and livery outfit, set out and described in said bill of sale to Chas. E. Martin (Case Records CI 381). As pleaded as a purchase money lien, Masterson's claim on the property from the livery outfit held a higher priority than Moore & Co.'s attachment lien.

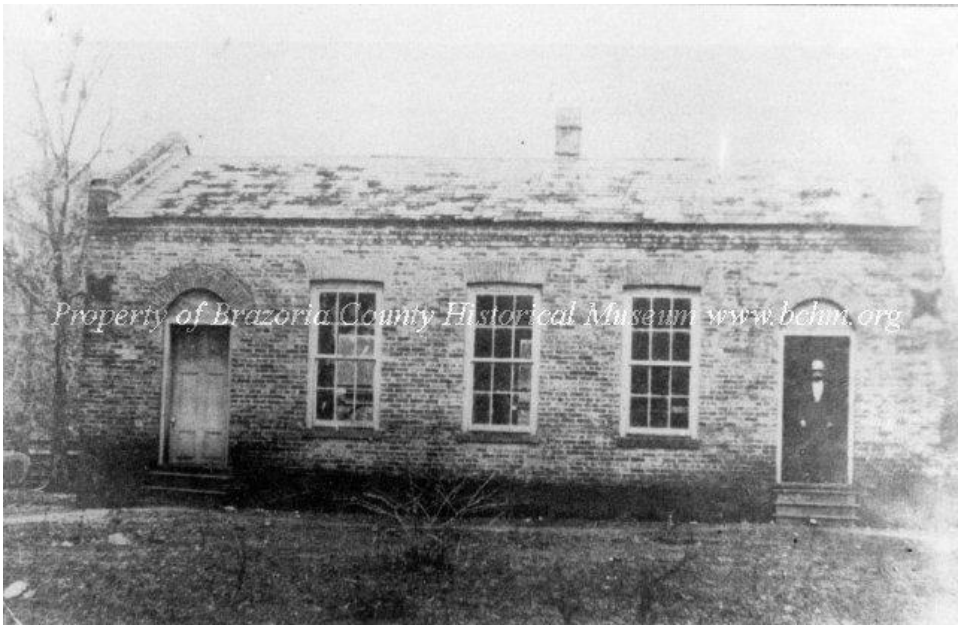
Masterson also pleaded that his purchase money lien had been lawfully registered prior to the execution of the writ of attachment against R.F.'s property issued to Moore & Co. by a Galveston County district court. "All of said notes & mortgages were filed on the 15th day of March 1894 at *6:30 o'clock p.m.* in the County Clerk's office of Brazoria Co., Tex., and duly registered on the Chattel register of said County, and are now on deposit in said Clerks office as required by law and are a lien on the ½ of all of the horses, buggies, and livery outfit purchased by said R.F. Martin, Jr., and Chas. E. Martin in the name of Chas. E. Martin" (Case Records CI 381) (emphasis added).

Moore & Co. would be charged with constructive notice of the existence of Masterson's lien because it was properly recorded. As explained by Masterson:

> Plaintiff [Masterson] admits and alleges that the Intervenors herein [Moore & Co.], sued out and obtained a writ of attachment from the District Court of Galveston County, Texas, and in the night time of the 15th day of March 1894, after Plaintiff's said mortgage lien on one half of said property was duly registered . . . said Intervenors in reckless and wanton disregard of evry bodies [sic] rights, and in violation of law and right, had the Sheriff of Brazoria County, Texas, . . . under the direct supervision and instructions of Jas. Moore, one of the members of said firm of Moore, McKinney & Co., and for said firm unlawfully seize, levy on and take actual possession of all of said horses, buggies, harness and livery out fit, and fixtures," which were sold "at a most ruinous and sacrificial price, and for the most part . . . purchased by said Intervenors" (Case Records CI 381).

Masterson also told the court that he had warned the attorney for Moore & Co. that he had filed the record with the county clerk before the property was seized. If true, then this

pleading meant that Moore & Co. had actual notice as well as constructive notice of Masterson's interest in the livery stable on the evening of March 15 some time after 6:30 p.m. (Case Records CI 381).



An unknown man standing in the doorway of the Brazoria County District and County Clerk's office, probably in 1894. (With permission of Brazoria County Historical Museum, 1984.010p.0005, Lewis Munson Collection).

The seized property was sold at auction on April 6, 1894, at the door of the courthouse in Brazoria[101] (Case Records CI 381). Masterson pleaded that Moore & Co. had themselves already obtained Charles Martin's promissory notes to the Phillips prior to the time of the auction. Masterson wrote that Moore & Co. sold *him* the George and Ida Phillips promissory notes from Charles Martin on May 1 for face value ($775). These notes were purported to have been made on January 23, and they were said to have been transferred to Moore & Co. by the

[101] Masterson also complained that Moore & Co. bought the livery stable property from the sheriff's auction themselves and immediately resold it from 50 to 150 percent higher than they paid because "in a loud and vindictive manner" told others at the auction that the original owners, George and Ida Phillips, had a lien upon it for $775 from Charles Martin's promissory notes (Case Records CI 381). Masterson failed to mention that he purchased three horses and all three buggies (Order of Sale, No. 16929). Also, one iron gray horse was exempted from sale and released to R.F. Martin, and a bay stallion was released to Calvin Martin.

Phillips on the same day as the auction, April 6. The transfer was recorded by the county clerk on April 28 (Case Records CI 381).

Brazoria County Courthouse (center) and the Brazoria County District and County Clerk's office (left) in 1894. The auction would have occurred on the front steps of this courthouse. (With permission of Brazoria County Historical Museum, 2005.007p.0001, BCHM Miscellaneous Photo Collection).

As might be expected, Masterson sued Charles Martin in January 1895 for the $775 debt he had purchased third-hand from Moore & Co. in May 1894 after the auction (Brazoria Co. Ct. No. 6127). Masterson obtained a judgment against Charles Martin for $933.64 and a "foreclosure of the said lien upon all of the property conveyed by Phillips and wife" to Charles Martin, including the livery stable's contents which had just been sold at auction once in April (Case Records CI 381). Nonetheless, Masterson obtained his own writ of attachment and found three horses and one mare. The horses were seized from their buyers in the April auction with the sheriff's assistance, but Masterson said that they were insufficiently valuable to cover his $933.64 judgment lien.

Masterson and Moore & Co. agreed on one thing—R.F. Martin was insolvent as of January 1894. Masterson obtained an interlocutory judgment against R.F. Martin, leaving Moore & Co. as the remaining defendant and the only defendant with cash. At one point in the trial, Moore & Co. attempted, but were not allowed, to ask: "Is it not a fact that R.F. Martin sold out his stock of goods at this store house to his brother, Charles E. Martin, about December 11, 1893?" (Case Records CI 381).

At trial, Masterson introduced the interlocutory judgment against R.F. over the objections of Moore & Co. He also introduced the final judgment in his favor in cause number 6127 against Charles Martin (a lawsuit based on the promissory notes written by Charles to the Phillips which were transferred by the Phillips to Moore & Co., and then transferred again by Moore & Co. to Masterson) (Case Records CI 381). Once again, Masterson had maneuvered to re-align the parties in his favor[102] as he had before in *McNeill* v. *Masterson*. Once again, the Martin brothers made possible the preferred re-alignment.

The key to Masterson winning the legal argument came from M.S. Munson, the attorney who represented Moore & Co. in the Galveston County district court case (and their lawyer in this case), who also witnessed most of the Brazoria County sheriff's execution of the writ of attachment from March 15 to 18, 1894. Called by Masterson to testify against his own clients during the trial, Munson told the court that Masterson had indeed advised him on March 15, 1894, that the January 1894 promissory notes had been filed that evening (Case Records CI 381). Munson's testimony was corroborated by the deputy county clerk, who said that Masterson met

[102] The transcript of Moore & Co.'s objection reads:

> I object to this on the grounds the defendant [R.F. Martin] appears to have confessed judgement in favor of the plaintiff. The Intervenors had intervened for the purpose of preventing any judgement being taken against defendant in so far as it might affect them. I take it therefore that this judgement cannot be of any validity or any force against intervenors. It is perfectly good as against plaintiff and defendant, but their agreeing themselves to a judgement cannot affect these intervenors nor bind them (Case Records CI 381).

him in the street on March 15 after business hours, but he took Masterson to his office and accepted the notes as filed (Case Records CI 381).

Among the many, Masterson's best trick in this case was filing his notes as evidence of his lien after hours and *after* Munson had checked the clerk's office the same day. Munson checked the clerk's records during business hours "about 4 or 5 o'clock" on March 15 and found no prior liens that would invalidate the writ of attachment (Case Records CI 381). When Masterson told Munson that Masterson had a lien, Munson looked for the lien in the record of chattel mortgages, but it was not written in that book until the next morning. Munson testified that they "lit a candle to look at the papers" filed by Masterson (Case Records CI 381). Munson also testified that he told Moore & Co. about Masterson's lien, including the fact that it had been submitted to the clerk but not placed in the register. These events were said to have occurred after dark, around dusk or supper time, and probably before the first levy was made at 9 p.m.

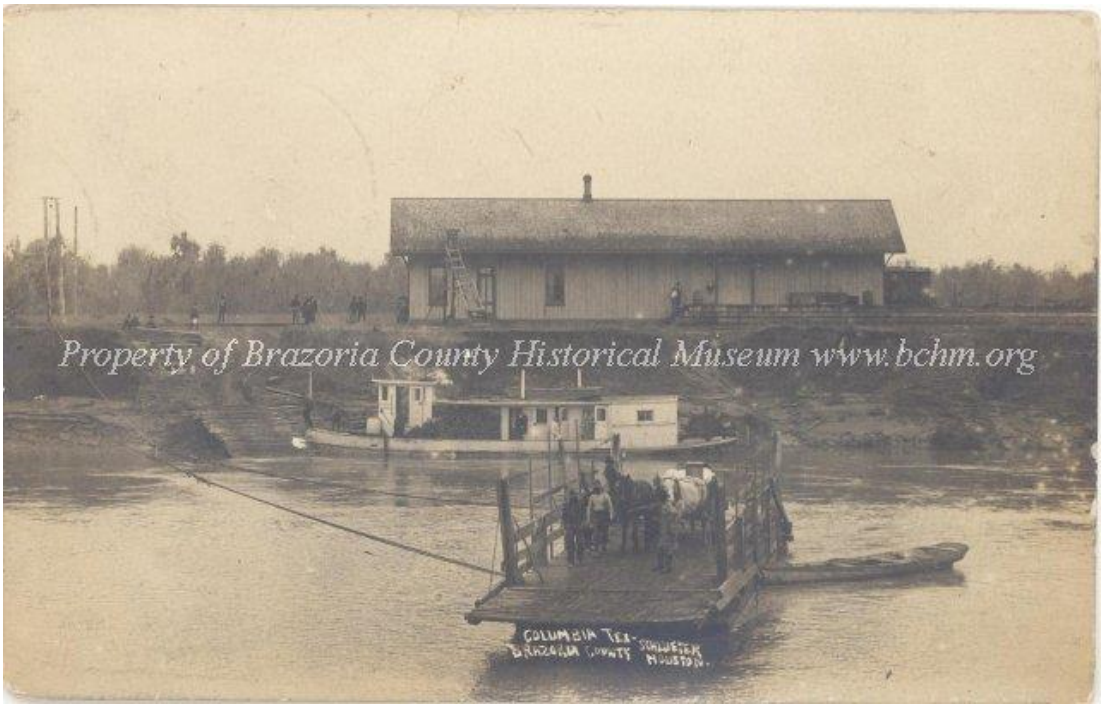
This case supports my previous conclusion that Harris Masterson was an integral part of the lives of the Martin brothers. This case is also the most likely source of one of the arguments used in support of the abandonment narrative—the proposed Martin brothers' "desire to alter the function of the plantation from farming to racehorse breeding" (Brown 2013:Ch.1, p. 34). Even though it appears that Calvin and R.F. Martin retained two valuable horses (which could have been used for racing) despite Moore & Co.'s writ of attachment, Charles Martin and his unnamed partner, R.F. Martin, only held onto their livery business for about six weeks before R.F.'s creditors seized it.

This livery stable was located in Columbia, not at the LJPSHS miles away. (Masterson Papers). The sellers of the livery stable bound themselves in a geographically-restricted non-compete clause in the sales contract:

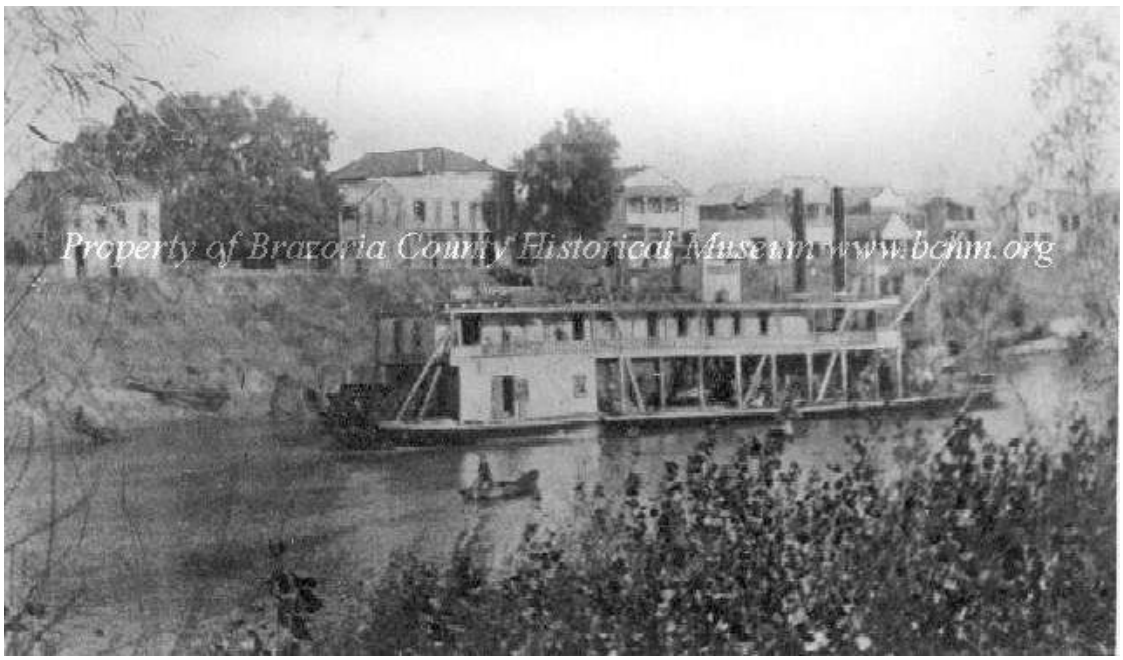
> Said parties . . convey unto the said Martin the good will of said Livery business and agree and bind themselves not to engage in the Livery business or in the business of feeding stock for hire or renting teams, horses, and buggies or hacks within a distance of ten miles of the town of Columbia, Texas, for a period of five years, unless said Martin should retire from said business . . . it being understood by this clause to secure said Martin from competition in said business on the part of said [sellers (Masterson Papers).

In addition to transferring the equipment and goodwill of the business, the sellers also transferred their lease on the "lower story of the Brooks ware house, the same having heretofore been used by the said parties as their Livery Stable," and Martin was to "pay for the same the monthly rental of five Dollars per month" to the sellers (Masterson Papers). These parts of the sales agreement would have been unnecessary and omitted if the Martins had intended to move the livery outfit from Columbia to the LJPSHS.

The train from Houston terminated at Columbia, and Columbia was a logical place for a drummer to rent a buggy such as that described in the sheriff's return to the Galveston court in Case No. 16929. In fact, a former traveling salesman of Moore & Co. was called as a juror in the related case of *Yerby v. Martin* (Brazoria Co. Ct. No. 387). Also, the livery stable was purchased in 1894, two years after the latest proposed date of abandonment—1892.



Rope-pulled ferry boat with two horses hitched to a buggy or wagon crossing the Brazos River at Columbia. The Columbia Tap Railroad Depot is the structure near the bank in the background. The Columbia Tap Railroad connected Columbia with Houston, and its track bed remains visible in the Houston's Fifth Ward in its adaption into the Columbia Tap bike trail (With permission of Brazoria County Historical Museum, 1985.041p.0021, Zuleika Mitchell Collection).



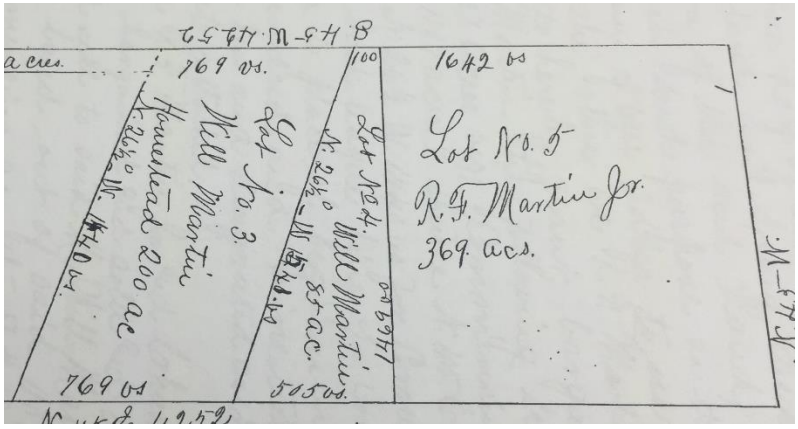
View of Columbia (now called East Columbia) from the Depot side of the Brazos River with the Steamboat Alice Blair in the river and stores and homes visible above the riverbank. (With permission of Brazoria County Historical Museum, 2000.008p.0089, A.A. Platter Collection).

R.F. Martin's testimony during the trial in 1896 reveals how the livery stable business might be understood in relation to the abandonment narrative, and his words reveal even more about his relationship with Masterson. Martin testified that the stable was in operation for only six weeks, and they made a gross total of $220 after the six weeks (Case Records CI 381). When asked about whether his accounts with Masterson had been settled by either the sale of the Martin brothers' property in Galveston or their interests in the LJPSHS after *McNeill v. Masterson* and *Martin v. Moore*, Martin could not explain how much either he or Masterson owed the other:

> Q: The question I asked was: if the proceeds of the property in Galveston county was sufficient to more than pay H. Masterson what R.F. Martin was then owing him, what if any was the claim H. Masterson would then have on the Williams League [LJPSHS]?
>
> A: I had often tried since I was 19 years of age—this account has been running for 10 or 12 years, and I never had a settlement with him in all of that time. I claim when he sold this Galveston property he was in debt to me, whether he claimed I was in debt to him, I don't know. I got $700 from the Galveston property from him at different times, may be $1000, and from that day to this we have not had any settlement.
>
> Q: . . . . If in fact the proceeds of the sale of the Galveston property had been sufficient to pay everything you owed H. Masterson, then would he have had any claim in the Williams land [LJPSHS]?
>
> A: No claim, it was deeded, but he was selling the property and paying me the proceeds, in fact, *I did not want the Williams land or any other land. I did not have use for it*, and at that time the land was valuable—Velasco [townsite] had gone ahead, and it was worth something, and I wanted to sell the property (Case Records CI 381) (emphasis added).

Additional questions along these lines were subjected to Masterson's objections, which were sustained by the court. In his own records, Masterson tallied R.F. Martin's account with him from October 1891 to 1893 to the cent—this accounting shows that R.F. owned him $1692.15 as of January 5, 1893 (Masterson Papers).

County records show that R.F. Martin conveyed Lot No. 5 of the Martin brothers October 1891 partition on December 1, 1891, in fee simple to Masterson (Deed Records 1891).[103] However, Masterson testified that they may have had in informal understanding the Masterson would sell the property for Martin—another example of Masterson helping R.F. Martin keep his property away from creditors by the use of disingenuous conveyances.



"Lot No. 5, R.F. Martin Jr"—369 acres of the LJPSHS (Deed Records 1891).

R.F. Martin also testified the firm of Williamson & Prell paid him with a $150.00 check for the goods from the "former store at Magnolia Slough," and the same $150.00 in checks was used to help pay for the Phillips livery stable in Columbia in January 1894 (Case Records CI 381). This indicates that ownership of the goods from the former store had been transferred before January 23, 1894, when George and Ida Phillips conveyed their livery stable to Charles

[103] Note that the deed between R.F. Martin and Masterson in December recites that Lot No. 5 contained 482 acres, but the deeds that initially divided the Martin interests in the Jordan plantation land in October 1891 show that Lot No. 5 contained 369 acres (Deed Records 1891).

Martin with a deed of trust, retaining a vendor's lien on the horses and buggies until he paid off his promissory notes (*see* Deed Records 1894). This part of Martin's testimony could be considered credible because it functions as a statement against his own interest—his debt to Moore & Co. pre-dated his transfer of the goods to Williamson & Prell. Such a transfer could also have been intended to deprive Moore & Co. of the ability to seize those goods to satisfy his debts. The deceptive nature of the transaction would have been reinforced by his status as an unnamed partner in the livery business with his brother—although testimony from another witness showed that he operated the stable in Columbia, his name was not on the deed.

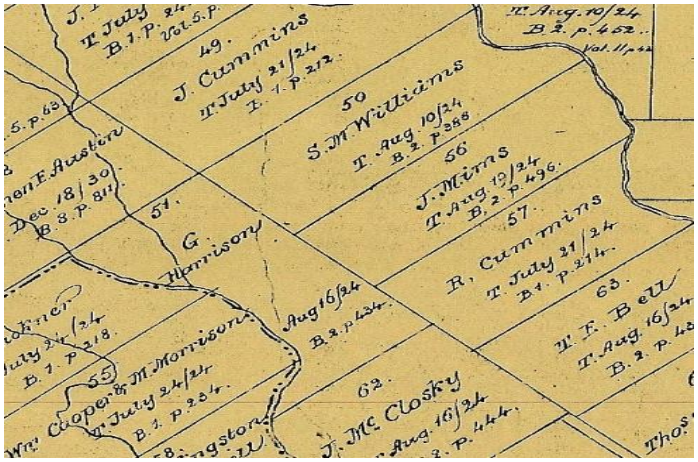
Martin's testimony also indicates that although he had $150.00 in January 1894 when he owed Moore & Co. $1466, he chose not to pay his debt to them with it. Although Masterson and Moore & Co. did not dispute that he had been insolvent since at least December 1893, Martin boasted in trial that he had more than they thought he did. "I was insolvent to this extent: that I had no property subject to execution *that you know of, or anyone else*, but I don't claim to be insolvent, and a good long ways from being" (Case Records CI 381) (emphasis added).

On one hand, Masterson protected the interests of R.F. Martin and the other Martin brothers. Masterson attempted to emphasize this in the trial with his own testimony and that of R.C. Duff, another attorney, who testified:

> I have known transactions between you [Masterson] and your friends in which I did not think you were following strictly business methods in protecting your rights—I mean by that, you did not pursue to the last resort harsh measures. You did not go to the extent of protecting yourself as an ordinary cautious business man would do. I don't know many instances of that sort (Case Records CI 381).

On the other hand, Masterson's limited leniency was likely a result of his desire to protect his own interests in their property. In this instance, another lawsuit was pending in the Brazoria County district court between a Brazoria County firm based in Alvin sued R.F. Martin *and* Moore & Co. (Case Records 6301). The defense of that case depended on changing "the character of the deed from R.F. Martin, Jr., to H. Masterson, from a deed absolute on its face and in its terms to a mortgage" in an "alleged secret understanding" between Martin and Masterson (Case Records 6301; Masterson Papers). R.F. Martin owed him more than he could ever settle or repay, and Masterson knew it.

The store house on Magnolia Slough was situated in the Harrison League on Cedar Lake Creek, next door to but *not* on the Jordan plantation (Deed Records 1900). Notice that the land and the store itself was not seized—Martin owned neither. As early as 1849, a road ran from the courthouse in Brazoria past the LJPSHS to the Harrison League and Elzey Harrison's place on Cedar Lake Creek (Freeman 2004:87).



Portion of 1879 map of Brazoria County with the Harrison League labeled No. 51, and the S.M. Williams League, labeled No. 50, on its eastern boundary. Also on the eastern boundary of the Harrison League is the Joseph Mims League, labeled No. 55. The western boundary of the Harrison League is Cedar Lake Creek, which separates Brazoria and Matagorda Counties in this part of the map (With permission of the Brazoria County Historical Museum).

In 1872, Robert S. Stanger[104] purchased the store house and 200 acres from the estate of Elzey Harrison with a mortgage obtained through a third-party (Deed Records 1873). On January 3, 1873, he pledged the land, the goods[105] in the store, 25 mules "in use on what is known as the Levi Jordan Place," 26 horses, and two yoke of oxen as security for advances worth $6855.10 from a Galveston firm (Deed Records 1873).

In 1874, he pledged 100 bales of cotton grown on the Chinn plantation in Matagorda County and the goods in his store to another Galveston firm in exchange for $1500 (Deed Records 1874). In February 1874, he pledged 20 mules, 30 horses, five yokes of oxen, a wagon, and the land to J.C. McNeill as security for becoming a surety on his $2000 note to another person (Deed Records 1874). Also in February 1874, Stanger acknowledged that he owed Jordan's estate $10,000 for the rent of his plantation, and he transferred his life insurance policy as security for the debt (Deed Records 1882).

In September 1874, Stanger paid the county a $25 occupational tax for a "4th class Mcht Retail Liquor" license (Brazoria Co. Records). In 1876, J.C. McNeill supplied the $720.00 to pay off Stanger's mortgage in exchange for the cotton that Stanger had grown on 40 acres on the

[104] Robert S. Stanger's father was born in England but came to Brazoria County as a blacksmith in 1848 when R.S. Stanger was around six years old (Stanger Family file, Brazoria County Historical Museum). At around the age of 18, he impressed Jordan in 1860 with his "industry at plowing" (Raska 2009:53). In March 1861, his father who lived nearby, was found "hung, with the veins in his wrist, arms, and throat cut, and sixteen wounds from a knife in his heart" (Raska 2009:98). In October 1861, Sallie McNeill expressed consternation at his "good spirits" at the sight of a "ragged and bleeding" captured runaway enslaved man named Mose (Raska 2009:110-11). Stanger was around 19 years old when his father died that year, and he maintained a relationship with Jordan and the McNeills until his own death in the early 1880s. The 1870 Census shows Robert S. Stanger living on the Jordan plantation (Freeman 2004:125).

[105] According to Stanger, in January 1873 the goods of the store consisted of "staple groceries" (whiskey, flour, bacon, tobacco, sugar, and molasses); "fancy groceries;" "staple dry goods" (domestic, calico, stripes, linsey); "fancy dry goods;" boots; shoes; saddlery; stone ware; hard ware; tin ware; wooden ware; lamp oils; and fixtures (Deed Records 1873).

Jordan plantation, effectively creating a mortgage between him and Stanger[106] (Deed Records 1875, 1876).

After Stanger's death, Stanger's brother conveyed the land to Ed Delaney in 1883, who conveyed 40 acres of it to former slave, Holland Sherman, in 1883 (Deed Records 1884, 1899). In March 1884, Holland and his wife, Sissie Sherman, conveyed the 40 acres to the trustees of the Grace Methodist Episcopal Church of the Brazoria Circuit (Deed Records 1884, 1899). In May 1892, Delaney conveyed the remaining land back to Stanger's brother (Deed records 1899), and in December 1893, Stanger's brother entered into a deed of trust on the remaining land with Delaney to secure a $5000 debt to a third party, which was recorded on January 5, 1894, two days after the conveyance of the livery stable (Deed Records 1894). In short, the Martins' did not own the store, and it is questionable that it was a viable operation as opposed to a vehicle for obtaining credit.

The goods attached by the sheriff from the Magnolia store house on behalf of Moore & Co. in March 1894 consisted of:

1 Box chalk	1 lot slate pencils	2 corsets	1 lot wreaths	1 lot beads
2 mirrors	20 doz. Spools of thread	8 boxes toilet soap	1 lot crochet needles	11 head "hadkfs"
1 lot ladies hose	1 lot shoe strings	10 Head ties	15 cakes soap	15 "nubins"
1 lot gloves	1 lot sachet bags	1 lot "Lotas" powders	1 lot gents collars	2 albums
3 hair brushes	1 lot of hose	1 lot hook & eyes	1 lot hook & eyes tape	1 lot buckles for pants
1 lot assorted buttons	1 lamp chimney	1 doz. Towels	20 yards goods	40 yards stripes
52 yards dress goods	46 yards dress goods	40 yards dress goods	40 yards dress goods	115 yards dress goods
100 yards dress goods	14 yards chambray	10 yards black calico	About 150 yards white and red flannel	4, ½ doz. Red hdkfs.
10 yards dress goods	8 yards B. Domestic	3 pr. Men's drawers	3 ladies' undershirts	3 ducking "vets"
3 "morals"	About 50 yds. Jeans	2 pr. Pants	5 pr. Pants	2 pr. Boys' pants

[106] A deed recorded by Harris Masterson in 1897 purports to be a conveyance by him and another person of the property to Stanger after purchase at sheriff's sale (Deed Records 1897).

4 pr. Duck pants	36 yards cotton flannel	About 250 yards dress goods	7 pr. Pedigree Boots	7 pr. Lone Star boots
7 prs. Ladies' Taffan shoes	7 prs. Ladies' opera buttons	8 pr. Kid Polish ladies' shoes	9 prs. Ladies' Dongola half opera shoes	3 prs. Dongola Vassa Ladies' shoes
3 pr. Ladies every day shoes	4 pr. Moulton ladies shoes	9 pr. Ladies Veal Calf Bal. shoes	1 pr. Mens shoes	5 lanterns, no shades
2 lantern shades	24 bar glasses	1 lemon squeezer	6 bar spoons	2 bar strainers
6 bot. cocktail mixtures and bottles	1 whiskey decanter	25 packages Fashion cheroots (cigars)	2 faucets	1 cork screw
1 funnel	1 strainer	2 lbs. Paris green (insecticide)	2 thread cabinets	1 thread cabinet & desk
13 pr. Assorted shoes	9 pr. Mens' boots	3 pr. Mens' boots	16 pr. Brogan shoes	2 Demijohns (containers for liquid)
2 rolls cambrics	1 buggie collar	1 lot ink	1 tent cloth	1 gross qt. flasks
5 doz. Quart flasks	6 rolls paper	2 mens' caps	11 pr. Ladies' slippers	2 hanging lamps
17 ladies belts	8 ladies sacks	16 fine combs	20 fans	8 pencil outfits
4 shaving brushes	1 razor strap	1 silver set	17 rolls ribbons	1 box pen holders
2 pkgs. Elastic	3 "scarfs"	1 doz. Dress stays	7 ax handles	2 lbs. bees wax
12 lbs. starch	36 lbs. candy	22 candy jars	18 lbs. powder	2 lbs. shot
42 lbs. tobacco	6 lots of tobacco, between 5 & 42 lbs. each	5 lbs. Tobacco Lady Finger	6 reams brown paper	1 lot paper bags
75 lbs. coffee	6 ½lb. & 3 ¼ lb. sacks of Sea Fairy Flour	200 lbs. rice	13 cans milk	3 lbs. soda crackers
18 lbs. Ginger snaps	22 wine glasses of jelly	8 bottles J.H. McClains Tar and wine balsam	10 box Chathams pills	9 box J.H. McClains "Pelletts"
15 bot. McClains Candy Vermifluge (worm medicine)	3 box. Heintz cure	4 pt. bot. turpentine	12 bots. Paregoric	6 bots. J.H. McClains Sarsaparilla
9 pkgs. Condition powder	2 doz. Cans Lyons cattle ointment	3 doz. Bot. Chathams Chill Tonic	6 lbs. Dukes mixture (tobacco)	22 1/2lb. soda
42 cans Alaska Brand Salmon	29 cans Clipper Brand Oysters	8 Tin Sifters	1 doz. Glass dishes	15 lbs. Star candles
3 earth dishes	20 saucers	1 lot glassware	2 tin cases	14 boxes diamond axle grease
7 assorted wooden sifters	23 & 26 box. blacking	2 pkgs. # 12 wads	1 box shells Rival Winchester	37 box. Am. Sardines
22 cans pie peaches	14 ½ lb. cans Bon Bon baking powder	22 ½ lb. cans Bon Bon Baking powder	4 1lb. cans Bon Bon baking powdder	14 ½ lb. assorted grades of tea
24 & 15 doz. Small boxes Blue	1 cheese safe	1 pr. Scales, "Good"	1 pr. Scales	1 large mirror
7 wash boards	6 whiskey barrels	30 gal. K. Oil	One oil tank	250 lbs. lard

3 lbs. nails	1 lot measures and funnels	2 large pictures		

Chart of items seized from the store house by Magnolia Slough, as listed in the sheriff's return and inventory (Galveston Co. Dist. Court Case No. 16929). Items which were on both the Moore & Co. receipt from December 1893 and the sheriff's inventory from March 1894 are shaded in blue. Goods obtained by R.F. Martin from Moore & Co. as shown on a receipt from Moore & Co. from December 1893 included bacon, soda crackers, cheese, Sea Fairy flour, cherries, ½ pint flasks, D&R Soap, Pilsner beer, Duke's mixture (pipe tobacco), Nast cheroots (cigars), rope, salt, milk, Brill oil, 80 proof gin, oysters, pie peaches, ointment, lady's "finger fob," A.B.C. Lard, powder, cream crackers, "cakes & jumbles," jelly, matches, and two dozen #4 boxes of shot (Case Records 16929).

The shaded items in this chart contain items that were also listed on a receipt from Moore & Co. to R.F. Martin filed in the Galveston case (Case Records 16929). This list can be used to interpret the archaeology at the LJPSHS, including the interpretation of the abandonment narrative at the quarters. Other sources of material goods were available, but this particular concentration of material goods is reliably documented to have been located next door to the LJPSHS. In all of the litigation, the inventory was never contested as inaccurate. It shows types and quantities available and how they were sold (i.e., saucers packaged individually while other dishes were combined in a set). These items can also be compared to the database of artifacts from the LJPSHS as well as the artifacts at comparable sites such as the RSWF.

The listed items can be roughly described as sewing supplies, groceries (including canned goods), medicines, munitions, clothing and shoes, dishes, bar supplies, and tobacco. Bar supplies included 24 bar glasses, a lemon squeezer, six bar spoons, three bar strainers, six bottles of cocktail mixtures and bottles, a whiskey decanter, two faucets, a cork screw, and a funnel. Not included among these was liquor. Two faucets were inventoried, but no beer. R.F. Martin was charged with selling liquor without a license in October 1892,[107] five months before the

[107] Masterson moved to quash the indictment because it named "R.F. Martin," which he argued was his father who was living in Palo Pinto County, Texas, and since his father was indicted for the offense that R.F. was to be tried, then the indictment was defective. Witnesses requested by the prosecutor for trial: G.W. Gayle, Ed. Delaney, Rees Sweeny, C.Fox Patton, Pinkney Rowe, P.J. Krause, Charles LeRibeus, and George Bowers. R.F. requested Calvin Martin as a witness for trial.

store house goods were seized (Case Records 1191). Harris Masterson represented him.[108] Also, D.J. Ogburn, who operated a store at Cedar Lake,[109] said in an interrogatory in *Yerby v. Martin* that he sold R.F. Martin "some buggies and a buck board," and Martin paid him "in Liquors" (CI 387). The alleged "Martin store house" might just have been an unlicensed barroom or distillery.

Almost 15 percent of the items inventoried were sewing supplies. There were 240 spools of thread, likely contained within the three thread cabinets listed, and 17 rolls of ribbons. There were almost 1000 total yards of fabric seized, some of which seems to have been in bolts of up to 250 yards. Fabric and ribbon is usually sold by the yard, which means that it must be cut. Oddly, despite an array of fabric, trim, and notions, no scissors were listed as either store inventory or fixtures, and thimbles, needles (except for crochet needles), and pins were also not listed. Although some dishes are in the inventory, there are no utensils except for the six bar spoons. However, items such as these were found in the quarters in the abandonment zone. For example:

> More than 200 metal utensils were recovered during the excavation of the Jordan Quarters. Indeed, it was the presence of large number of whole or nearly complete spoons, forks, and knives that originally led to the hypothesized sudden abandonment of the cabins – it was clear from the project's start that many personal possessions (apparently usable when first deposited) were present []. These artifacts included a wide variety of attributes likely related to their primary function: eating, serving, and preparing foods; cleaning and butchering animals; even carving. In many cases, utensils were recovered in association with other utensils, dishes, cooking vessels, and food remains,

[108] The resolution of this case was not contained within the records found.

[109] Ogburn was the postmaster of Cedar Lake in 1893, operating the post office out of his store on the banks of Cedar Lake Creek until Cedar Lake was changed from Brazoria to Matagorda County in 1896 (Historic Matagorda County, 1986). 28 families lived in Cedar Lake in 1870.

> suggesting that these objects entered the archaeological record retaining possible evidence of their use within the extensively excavated cabins []. In other words, their quantity as well as their context supported the hypothesis that a number of the cabins had been abandoned "suddenly", and while the cabins were in use as residences (Brown 2013:Ch. 6).

No padlocks or pocket knives are listed in the inventory either, but they were found in numbers in the quarters, also.

According to the sheriff's return, the store house goods were seized on the second day of the execution of the writ of attachment at 4:30 p.m. The notice and delay afforded by the multi-day attachment process and the store house's proximity to the LJPSHS would have given R.F. Martin to an opportunity to remove items from the store house before the sheriff's arrival. If unoccupied, the quarters which remained would have been an opportune location to place them to prevent their seizure, whether such an act was motivated by a desire to keep certain items or simply by spite. If such an action was done, the person who did it would have most likely had to have access to the store house because the deputy sheriff testified that he and Munson "broke open the store" in order to seize its contents (Case Records CI 381).

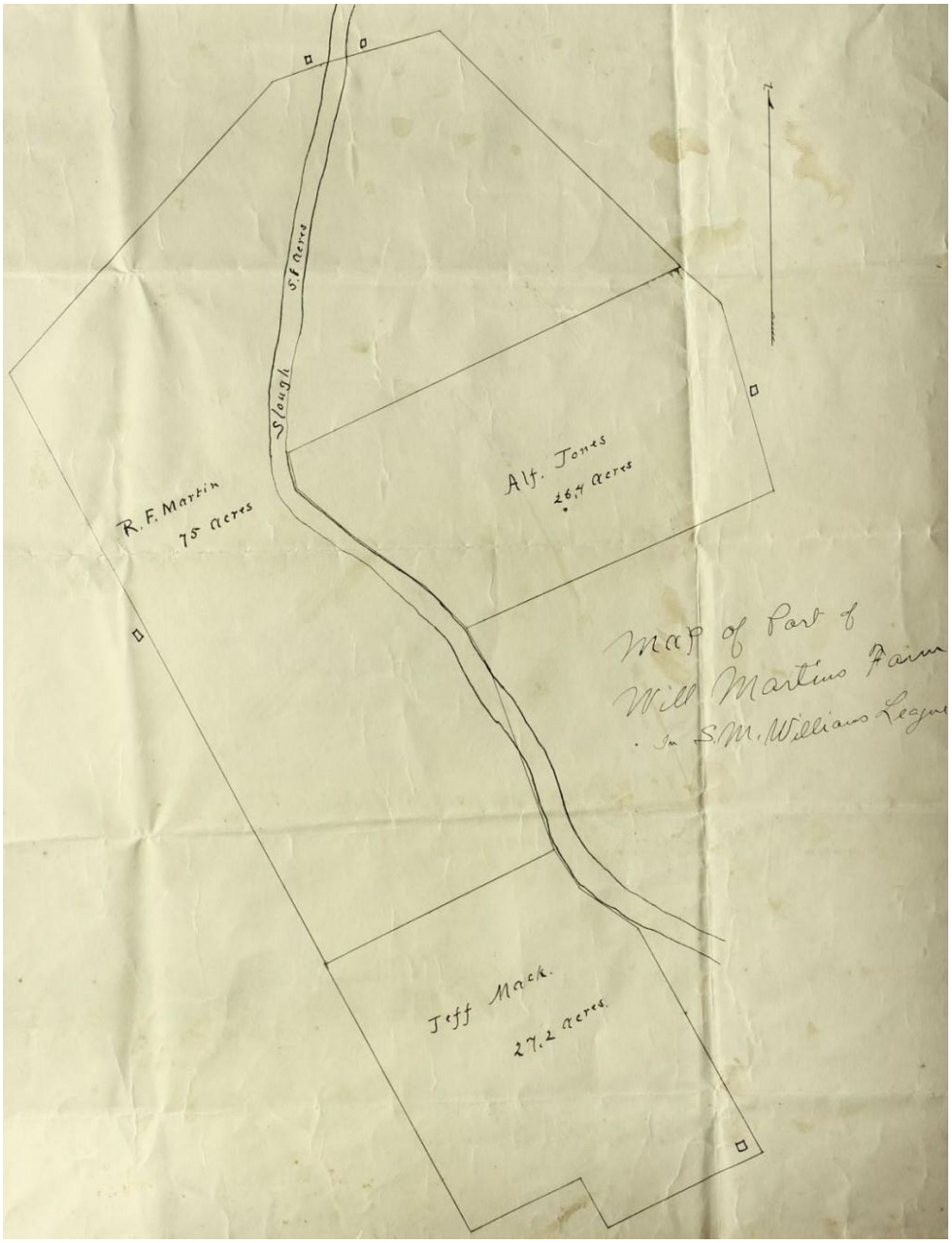
During the pendency of the Moore & Co. lawsuit, R.F. Martin was sued in February 1894 by a Missouri corporation on a promissory note he signed in December 1893 for "tops & shafts" (Brazoria Co. Ct. No. CI 386). The corporation, Mansur & Tebbetts Implement Co., won a judgment for $381.12 plus interest and costs in August 1894 (Case Records CI 386). They obtained a writ of attachment to satisfy the judgment, but they found no property to attach.

Masterson sued him in Brazoria County Case No. 6044 in the summer of 1894 (see *Martin v. Moore*, below). Oddly enough, a Haskell County, Texas, newspaper article from

August 1894 wrote that "Mr. R.F. Martin went in swimming at the mouth of the Brazos River recently and lost a $250 diamond ring" (Haskell Free Press 1894). The mouth of the Brazos River is in Brazoria County. R.F. (Royal Furniss) in an unrelated court filing in 1892 claimed that his father, R.F. (Robert Furness) lived in Palo Pinto County, which is in the general vicinity of Haskell County, in north Texas. It would appear that the R.F. Martin who lost a $250 diamond ring in the Brazos River was R.F.'s father, in town for a visit. Perhaps the ring was not actually lost in the river.

R.F.'s brothers, Will and Calvin, also sued him while this case was pending (Brazoria Co. Court Case No. CI 466). In March 1896, they alleged that R.F. "went to their corn crib and field" and "carried away to his own crib about 850 bushels of corn on the cob" when he should have only taken 350 (Case Records CI 466). "The defendant has now about 500 bushels of said corn in his crib on the *Jordan Place, in the S.M. Williams League, on the West side of the San Bernard River*," a statement which indicates that R.F. was living in the Jordan house in 1896 (Case Records CI 466) (emphasis added). Calvin and Will of the law firm of Calvin and Will Martin represented themselves. They requested a writ of sequestration.[110]

[110] The resolution of this case is not contained within the records viewed.



"Map of Part of Will Martin Farm, S.M. Williams League" shows renters on Lot No. 3 of the 1891 partition. There is a 75-acre portion marked for R.F. Martin, a 26.4-acre portion for Alf Jones (formerly enslaved man), and 27.2-acre portion for Jeff Mack (formerly enslaved man). According to this map and Brazoria County court case CI 466, R.F. Martin is a renter in 1896 on Will Martin's homestead tract, indicating that Jeff Mack and Alf Jones are also renters. The former slave quarters of the LJPSHS are to the south of Alf Jones' rented land (Courtesy of the Woodson Research Center, Fondren Library, Rice University).

Also during the pendency of the Moore & Co. lawsuit, the Smith Bros. firm sued R.F. Martin in August 1896 (Brazoria Co. Ct.No. CI 492). The facts were convoluted. R.F. rented 75

acres of the Will Martin homestead of the LJPSHS in January 1896 from Will Martin, who held a landlord's lien of $225.00. Will Martin sold his landlord's lien on his brother to Smith Bros. Smith Bros. alleged that R.F. had removed a portion of the mortgaged crops "with intent to defraud his creditors" (Case Records CI 492). The resolution of this lawsuit is unknown.

R.F. Martin passed away on August 2, 1898, at the age of 32 (Brazoria Co. Probate Record 1350). He possessed a life insurance policy dated May 1896 (paid up to $750.00), a horse (valued at $15.00), and a cow (valued at $6.00). H. Masterson, Mansur & Tebbetts Implement Co., and the two doctors who served him during the last week of his life filed competing claims for his life insurance payment. The claim from Masterson was based on a promissory note from R.F. Martin, which read: "On or before Dec. 1, 1897, I promise to pay to H. Masterson on order at his request in Houston Five hundred & fifty dollars . . . . This note is secured by Paid up Life Policy No. 763536 for $750.00 . . . ." (Case Record PR 1350). From the age of 19 until his death at 32, Masterson controlled R.F. Martin.[111]

[111] According to his nephew, Ewing Martin, R.F. Martin died of typhoid fever (Hammons 2005:Ewing Martin).

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COURT AT BRAZORIA.

Brazoria, Tex., Jan. 9.—The district court convened on the 6th and spent that day "sounding" the docket. Tuesday the grand jury was impaneled and sworn and the Hon. J. P. Bryan appointed foreman and the appearance docket called. The greater part of the cases are: Dreyer & Co., seeking foreclosure of vendor's liens on Velasco property, and H. Masterson's suit to foreclose vendor's liens. The case of Charles Martin against Moore, McKinney & Co. of Galveston for $5000 damages for levy on and sale of a livery stable, horses, hacks and buggies, which Moore, McKinney & Co. claim was the property of their debtor, Furniss Martin, though claimed by Charles Martin, his brother, is on trial. Ten of the jury have been obtained and the sheriff allowed until to-morrow morning to summon men to fill the jury, and then the ball opens. The case is exciting great interest.

Article announcing the beginning of the trial between Charles Martin and Moore & Co. The writer anticipated that the case would be a "ball" (Courtesy of Brazoria County Historical Museum)

Charles E. Martin v. *James Moore*, 39 S.W. 605 (Tex.Civ.App. 1897), Brazoria Co. Dist. Ct. No. 6238.

This case lasted from 1894 to 1897. Moore & Co. attached a town lot in Brazoria in March 1894 when they attempted to enforce their judgment against R.F. Martin in the facts addressed in the case of *Moore & Co. v. Masterson,* above. After attachment, the lot was no longer mentioned in that case, probably because of the facts described in this case, which demonstrate the convoluted relationships between the Jordan descendants and Harris Masterson.

If, as pleaded above, it was true that Masterson received promissory notes from R.F. Martin in January 1894, for the purchase of the livery stable in Columbia, then this case began February 1893 when by R.F. Martin bought a town lot in Brazoria with a down payment of $125

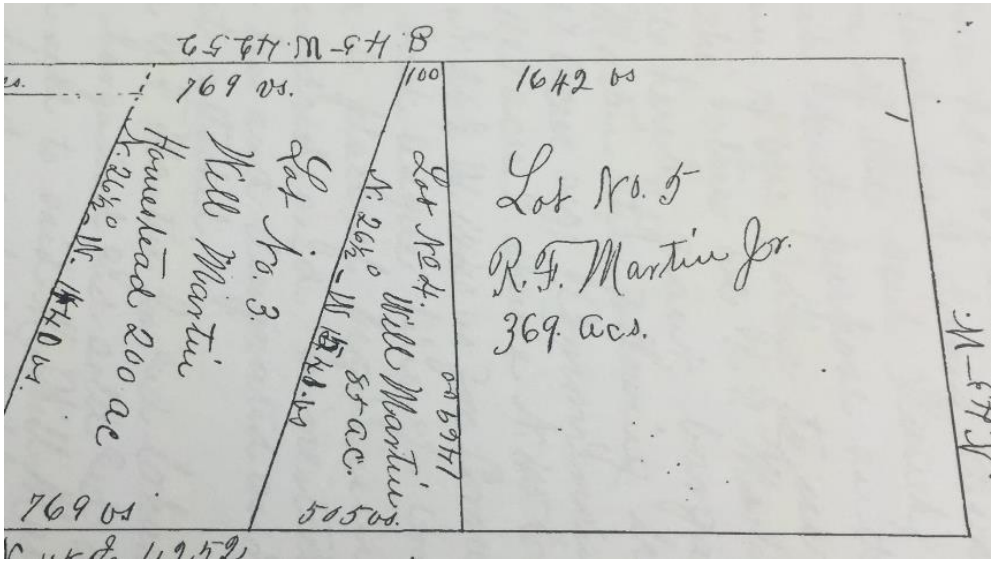
cash and three promissory notes with a vendor's lien in favor of the previous owner (Deed Records 1893). Before the lot was paid off, R.F. is supposed to have sold his interest in them to his brother, Charles, on January 2, 1894—the day before the date of his alleged promissory notes to Masterson described in *Moore v. Masterson*., above.

Thus, on the day before R.F. and Charles Martin purchased the livery stable in Columbia on January 3, R.F sold his interest in the Brazoria town lot to Charles. This conveyance was recorded by the county clerk on January 15, 1894, shortly after the transactions it reports (Deed Records 1894), in contrast to the late-filed conveyance alleged by Masterson, above. When he conveyed his interest to Charles, R.F. retained his own vendor's lien (Brazoria Co. Dist. Ct. No. 6238).

In the meantime, the original owner of the Brazoria town lot sold the promissory notes with her vendor's lien to none other than Harris Masterson. In April 1894, Masterson sued R.F. Martin in Case No. 6044 on the debt for the Brazoria town lot secured by the promissory notes he bought from the original owner (Case Records 6238, Brazoria County Dist. Court Case No. 6044; Deed Records 1894). While Case No. 6044 was *still pending*, Masterson sold the promissory notes to Moore & Co., (against whom he was engaged in the lawsuit, above) but Masterson agreed to "prosecute same to judgment in his own name & then to transfer the judgment" to Moore & Co. (Case Records 6238).

Masterson obtained a judgment in Case No. 6044 against R.F. Martin for $455.50 in June 1894. To satisfy Masterson's judgment which was really owned by Moore & Co., the sheriff seized the Brazoria town lot in July 1894, to be sold at auction a month later, despite the deed showing its conveyance to Charles in January 1894. Moore & Co. bought the lot at auction themselves. Because the auction of the lot realized only $60.35 towards the $455.50 judgment

debt, Moore & Co. (via Masterson) sought more property from R.F. Martin. As a direct result, in March 1895, R.F. Martin's interest in the LJSPHS (Lot No. 5) was sold at sheriff's auction for $295.00 with James Moore on behalf of Moore & Co. being the highest bidder (Deed Records 1895).



Lot No. 5, "R.F. Martin, Jr., resulting from the division of the Martins' portion of the Jordan plantation after it was purchased and re-sold to the Martin's by Masterson in October 1891 (Deed Records 1891).

Charles Martin attempted to redeem his interest in the town lot by paying less than the amount paid by Moore & Co. at that auction, but he was unable to, and he sued James Moore. Charles Martin represented himself in the lawsuit in conjunction with another lawyer, A.E. Masterson (Harris Masterson's nephew and future Texas legislator). They did not attempt to undo the auction of Lot No. 5 of the LJSPHS—it could not be done. The sale of Lot No. 5 in 1894 as well as the seizure of multiple other property interests helps to explain why R.F. Martin was renting on the "Jordan Place" in 1896 (and possibly other years).

Charles E. and Calvin Martin v. *Robert M. Yerby and Moore, McKinney & Co.*, 38 S.W. 541 (Tex.Civ.App. 1897), Brazoria Co. Ct. No. 387.

This case lasted from 1895 to 1897—its timeline was fully contained within the timelines of *Moore v. Masterson* and *Martin v. Moore,* above. In this case, Charles and Calvin Martin sued Sheriff Robert Yerby and Moore & Co. for wrongful seizure of R.F. Martin's former property in the writ of attachment as described in *Moore v. Masterson,* above. Harris Masterson represented Charles and Calvin Martin. Unlike the other cases where trial by jury was waived, *Yerby v. Martin* was tried in front of a jury.

Despite the close dealing between Masterson and Moore & Co. described above, Masterson was brutal during trial in November 1895. For example, Moore & Co. objected to Masterson's argument that James Moore of Moore & Co. was "the wrecker from the Pirate Isle of the Sea" who "had no right to come down here with his button hole bouquet and three-story hat, and jump on a little country merchant, who don't owe them a cent, and wreck their business even if they have only a shirt tail full of goods" (Brazoria Co. Ct. No. CI 387). An extreme example of commemorative language, Masterson flattened facts to alter the past for his own purposes. Masterson also commended his own clients in front of the jury for "submitting to their house being broken open and their goods being taken away and their acting the part of good citizens, and coming into Court for redress when many men would not have done so but would have been here on another charge (Case Records CI 387). Calvin had been charged with aggravated assault and battery on a woman two years earlier in November 1893[112], and disturbing a religious congregation in January 1894 and 1895 (*see* Section Four). Despite

[112] Calvin Martin was indicted in November 1893 for aggravated assault and battery ("In and upon the said Amelia Woods commit an aggravated assault, the said Cal Martin then and there being an adult male, and the said Amelia Woods then and there being a female, and the said Cal. Martin did then and there strike the said Amelia Woods with a plank and stick") (Court Records).

Masterson's praise, the jurors in the Brazoria County Courthouse in November 1895 probably knew better than to believe that Calvin and Charles were accurately depicted.

However, the jury found Moore & Co. liable for $758.24 in actual damages and $240 in punitive damages, an amount sought by the Martins only from Moore & Co., not Yerby (Case Records CI 387). County Judge A.R. Masterson presided over the trial over the objection of Moore & Co. He was the brother of Harris Masterson *and* the former father-in-law of Calvin Martin, but Calvin's wife, Gertrude Masterson Martin (A.R.'s daughter) died before the case went to trial. Calvin and Gertrude Martin had no children, and the court of appeals found no error in Judge Masterson's qualification to try the case.

Following an established pattern, Charles and Calvin had pleaded that in December 1893, R.F. Martin conveyed his interest in the store house at Magnolia Slough to Charles Martin for a consideration expressed at $2,253 cash but which was actually only $500 cash and seven negotiable promissory notes. The court of appeals reversed the jury's verdict because the jury had been improperly charged, writing that "the facts do not tend to support the verdict and judgment, for it is evident that R. F. Martin made the transfer to his brother for the purpose of defrauding his creditors" (38 S.W. 541). The case was remanded to the trial court in September 1897.

In May 1898, Yerby committed suicide by shooting himself in the head while sitting in Williamson's saloon in Brazoria (Armintor 2003). He had been sheriff from 1890 to 1896, and it was speculated that he killed himself out of guilt for executing by hanging a man convicted in court who many thought was not competent for trial (Armintor 2003).

C.C. Millican v. *J.C. McNeill, Steve Munson, Henry Munson, Travis L. Smith, E.E. Weinger, J.E. Williams, and Harris Masterson*, 92 Tex. 400 (Tex. 1899); 50 S.W. 428 (Tex.App. 1899); Brazoria Co. Dist. Ct. No. 6576;

see also W.L. Sweeny v. A.R. Masterson, *et al*., Brazoria Co. Dist. Ct. No. 6578;
DuMars v. A.R. Masterson, *et al.*, Harris Co. Dist. Ct. No. 21931.

This case lasted from 1896 until 1899, when the Supreme Court of Texas found that C.C. Millican pleaded facts that had no remedy at law. The case began after the election of November 3, 1896, when Millican was elected Tax Assessor in Brazoria County but could not take office. Millican was a Republican. The defendants were Democrats and Populists. Other elected candidates also sued. "The whole Republican ticket for County Officers[113] was elected . . . and the whole of the Democratic ticket . . . was defeated" (Brazoria Co. Dist. Ct. No. 6576).

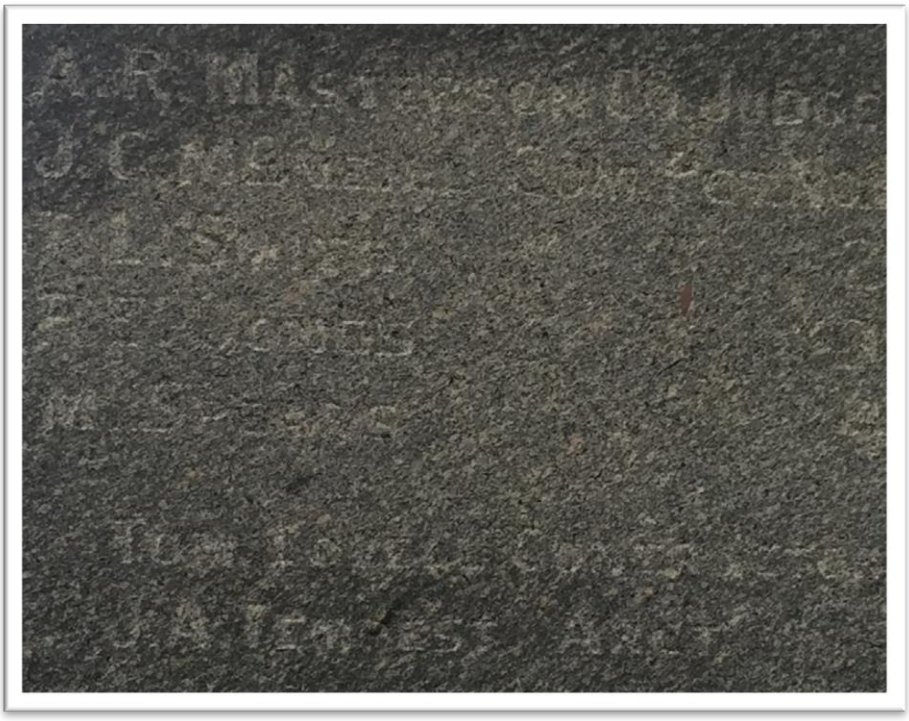
Millican claimed that "H. Masterson, and his brother, A.R. Masterson" along with others who were "actuated by hatred and ill will against the plaintiff, and by a desire to further their own selfish interests, and that of their friends and kindred" combined to "prevent the approval of his official bond . . . by the commissioner's court, and thus defeat him from obtaining said office" along with "the others elected with him" (92 Tex. 400). Millican said that the Masterson brothers and others formed a group called the "White Men's Union" or Taxpayers' Union" of Brazoria County, which claimed that allowing him and the others would, among other results, "encourage the ignorant and vicious element of the negroes to be domineering and insulting to the white people, and would result in bloodshed and race riot" (92 Tex. 400).

Millican claimed that members of the Taxpayers' Union "did so persuade, threaten, and intimidate" Millican's "friends and the property holders of said county, as to render it very difficult for plaintiff to make his official bond," including "surrounding the commissioners' court, while considering plaintiff's bond, with a crowd of men armed with deadly weapons, and by threats of violence against those who should go surety upon plaintiff's bond" (92 Tex. 400).

[113] Other Republicans elected were J.L. DuMars (county judge); P.J. Krause, W.J. Shelton, M. Spears, and F.E. Jones (Commissioners).

County Judge A.R. Masterson appointed a group to review the newly elected men's bonds instead of allowing them to be reviewed by the incumbent commissioners' court members, and this group met in Angleton in early December 1896. J.C. McNeill and two others in the group "under the direction of H. Masterson, and in their wrongful purpose, fraudulently rejected the said official bond the plaintiff had tendered" (92 Tex. 400).

Although he was not elected, J.C. McNeill was appointed county commissioner for precinct one, T.L. Smith was named to precinct two, incumbent N.M. King retained precinct three, and F.E. Jones was allowed to take the office to which he was elected—commissioner of precinct four (Case Records 6576). The appointments were made by A.R. Masterson, who was T.L. Smith's brother-in-law. Masterson had not been elected, either.



"J.C. McNeill" is the second name from the top. The first is "A.R. Masterson, County Judge." The cornerstone of 1897 Brazoria County Courthouse (now the Brazoria County Historical Museum), March 2018. This courthouse was constructed by the county government formed by A.R. Masterson and the Taxpayers' Union after the bonds of the Republicans elected in 1896 were rejected by Masterson's review committee. (Photograph by author).

Federal law prohibited outright disenfranchisement of black voters, and so from "1876 to 1900 the major efforts to limit black voting came at the local level in counties with black majorities" (Barr 2005). Under the 1876 constitution, county government in Texas consisted of a commissioners' court chaired by a chief justice; and it was empowered to select juries, establish polling places, maintain roads, levy property taxes, and supervise all police matters (Campbell 1992). "Each county also had a sheriff who enforced decisions made by the chief justice and commissioners' court, upheld the laws of the state, and oversaw the county jail" (Campbell 1992).

While neighboring Fort Bend County in 1874 elected a black county attorney (W.A. Price) and sheriff/tax collector (Henry Ferguson), the county attorney resigned within a year of taking office in early 1877, possibly due to charges filed against him in his home county, Matagorda[114] (Wright and Browning 2019; Yelderman 1979:48). Foreshadowing Millican's predicament in 1896, Ferguson had difficulty making both bonds, and he opted to become tax assessor when forced to choose (Yelderman 1979:50).

Starting with Harrison county in 1878, Democrats operated white primaries at the county level as non-state entities exempt from federal law (Barr 2005:429) until the U.S. Supreme Court found the practice unconstitutional in 1955. Other methods were also used. On January 23, 1879, Brazoria County Clerk, J.E. Santee was murdered (Jones 2008).[115]

Fort Bend County erupted in an intra-county armed battle in 1888—the Jaybird-Woodpecker War (*see generally* Yelderman 1979). In 1888, Fort Bend County had 575

[114] Price was indicted for swindling and forgery in 1878, but both cases were dismissed for "defect in the indictment" in 1880 (Wright and Browning 2019).

[115] Brazoria County Clerk of District Court J.E. Santee was elected in 1876 (Brazoria Co. Records). Julia Graves O'Neal recounted the story of the murder:

> Santee was a carpet bagger who controlled the negro vote. He was asked to leave town and he did not. Then, he was told to leave town. Still he did not. Then, one night, many men went out with the understanding that the first one that saw him would get him. So, no one would be able to name the one who did it. I think he was killed in the block in front of our home. That was shortly before Papa and Mama went to Brazoria (n.d).

registered Democrat voters and 2000 registered Republican voters. Jaybird Democrats wanted strictly white politics, while the white Woodpecker Democrats cooperated with African Americans in politics (Yelderman 1979:68-70).[116] In September 1888, 300 Jaybirds met in the county courthouse and voted to pass a "resolution" ordering seven black citizens[117] to leave the county within 10 hours of notification; the same 300 "heavily armed" Jaybirds then "rode as a body double file to the homes" of all African Americans in the county seat of Fort Bend County and read the so-called resolution at each home (Yelderman 1979:72-73).

When the Jaybird Democrat candidates were nonetheless resoundingly defeated in county elections that fall, the ballots were stolen. In the summer of 1889, a bloody battle took place in the county seat between the Jaybirds and the Woodpeckers, the Jaybirds won, and many Woodpecker families left the county, including two county commissioners (Yelderman 1979:77-111). Woodpecker officeholders who remained were ordered to produce new bonds by the newly-appointed Jaybird county commissioners and judge—none of the bonds were approved, and the county treasurer, clerk, tax assessor, and attorney were removed along with a number of justices of the peace by October 1889. A monument was constructed to the "fallen heroes" of the battle within five years (Yelderman 1979:111). Although he did not live in Fort Bend County, C.P. McNeill was an original signer of the Constitution of the Young Men's Democratic Club of Fort Bend County, the predecessor organization to the Jaybirds (Yelderman 1979:305-306).

[116] M.S. Munson, who represented Moore & Co. in the cases above, told a story about a white Brazoria County man who, when was asked about his allegiance while in Fort Bend County, replied that he was a "mocking bird" and would "sing any tune" the questioner asked (Yelderman 1979:107).

[117] The citizens selected were an elected district clerk (C.M. Ferguson, two school teachers, a restaurant owner, a barber, and an elected county commissioner and his brother (Tom and Jack Taylor) (Yelderman 1979:72-73, 130).

Millican's pleadings correctly stated that the Taxpayers' Union began in Brazoria County after the election of 1896.[118] In 1897, white Democrats in Brazoria County formed a Taxpayers Association to name and elect slates of candidates for local and state offices, and it soon became the dominant political machine for a long time afterwards.[119] Wharton County to the southwest of Brazoria County also had a white primary[120] (Williams 1964:134).

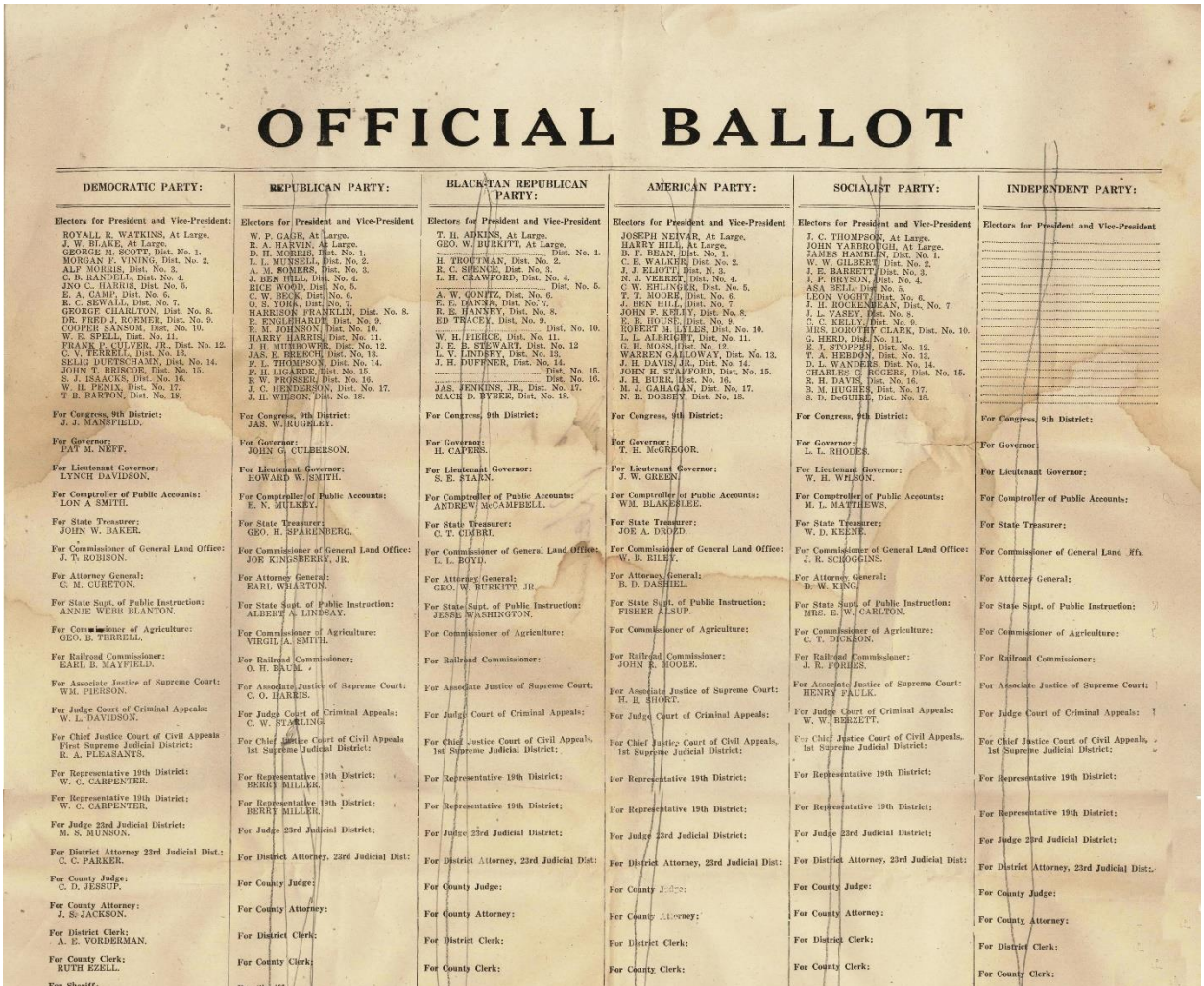
[118] The white Democrat primary became law in 1923 through the "Ku Klux Klan dominated legislature" (Yelderman 1979:172).

[119] An essay by a local high school student entitled, "The Taxpayers' Union in Brazoria County" received "Special Mention" for the Caldwell Prize, including publication by the Texas History Teachers' Bulletin printed by the University of Texas in 1927. The essay explained that "this is a white man's country and that white supremacy must obtain," and it included a copy of the organization's constitution as amendeded in 1919. It explained:

> In eliminating the colored man from participation in the administration of the county affairs, The Taxpayers' Union assumed an obligation to always give the colored man a square deal, and as evidence of its good faith is the fact that the colored people are at present better satisfied with the treatment they receive than they were when this treatment was dominated by their own vote (University of Texas Bulletin 1927:86).

The editors of the Teachers' bulletin commended the essay as one "of especial interest to people who are acquainted with the 'reconstruction days' of the South" (University of Texas Bulletin 1927:86).

[120] The Wharton County White Man's Union Association was founded in 1889, and African American officeholders "resigned when the Union came into being" (Williams 1964:134). Although my great-grandfather was not an officer in the Union, he was appointed to a government position in a city in Wharton County from 1899 to 1913, which means that he must have been a member of the Association.



OFFICIAL BALLOT

DEMOCRATIC PARTY:	REPUBLICAN PARTY:	BLACK-TAN REPUBLICAN PARTY:	AMERICAN PARTY:	SOCIALIST PARTY:	INDEPENDENT PARTY:
Electors for President and Vice-President:	**Electors for President and Vice-President**	**Electors for President and Vice-President**	**Electors for President and Vice-President**	**Electors for President and Vice-President**	**Electors for President and Vice-President**
ROYALL R. WATKINS, At Large. J. W. BLAKE, At Large. GEORGE M. SCOTT, Dist. No. 1. MORGAN F. VINING, Dist. No. 2. ALF MORRIS, Dist. No. 3. C. B. HANDELL, Dist. No. 4. JNO C. HARRIS, Dist. No. 5. E. A. CAMP, Dist. No. 6. R. C. SEWALL, Dist. No. 7. GEORGE CHARLTON, Dist. No. 8. DR. FRED J. ROEMER, Dist. No. 9. COOPER SANSOM, Dist. No. 10. W. E. SPELL, Dist. No. 11. FRANK P. CULVER, JR., Dist. No. 12. C. V. TERRELL, Dist. No. 13. SELIG DUETSCHAMN, Dist. No. 14. JOHN T. BRISCOE, Dist. No. 15. S. J. ISAACKS, Dist. No. 16. W. H. PENIX, Dist. No. 17. T. B. BARTON, Dist. No. 18.	W. P. GADE, At Large. R. A. HARVIN, At Large. D. H. MORRIS, Dist. No. 1. L. L. MUNSELL, Dist. No. 2. A. M. SOMERS, Dist. No. 3. J. BEN HILL, Dist. No. 4. RICE WOOD, Dist. No. 5. C. W. BECK, Dist. No. 6. O. S. YORK, Dist. No. 7. HARRISON FRANKLIN, Dist. No. 8. R. ENGLEHARDT, Dist. No. 9. R. M. JOHNSON, Dist. No. 10. HARRY HARRIS, Dist. No. 11. J. H. MULBOWER, Dist. No. 12. JAS. E. FREEOH, Dist. No. 13. F. L. THOMPSON, Dist. No. 14. F. H. LIGARDE, Dist. No. 15. R. W. PROSSER, Dist. No. 16. J. C. HENDERSON, Dist. No. 17. J. H. WILSON, Dist. No. 18.	T. H. ADKINS, At Large. GEO. W. BURKITT, At Large. ..... Dist. No. 1. H. TROUTMAN, Dist. No. 2. R. C. SIENCE, Dist. No. 3. L. H. CRAWFORD, Dist. No. 4. ..... Dist. No. 5. A. W. CONITZ, Dist. No. 6. F. E. DANNA, Dist. No. 7. R. E. HANSEY, Dist. No. 8. ED TRACEY, Dist. No. 9. ..... Dist. No. 10. W. H. PIERCE, Dist. No. 11. J. E. B. STEWART, Dist. No. 12 L. Y. LINDSEY, Dist. No. 13. J. H. DUFFNER, Dist. No. 14. ..... Dist. No. 15. ..... Dist. No. 16. JAS. JENKINS, JR., Dist. No. 17. MACK D. BYBEE, Dist. No. 18.	JOSEPH NEIVAR, At Large. HARRY HILL, At Large. B. F. BEAN, Dist. No. 1. C. E. WALKER, Dist. No. 2. J. J. ELIOTT, Dist. N. 3. N. J. VERRET, Dist. No. 4. C. W. EHLINGER, Dist. No. 5. T. T. MOORE, Dist. No. 6. J. BEN HILL, Dist. No. 7. JOHN F. KELLY, Dist. No. 8. E. R. HOUSE, Dist. No. 9. ROBERT M. LYLES, Dist. No. 10. L. L. ALBRIGHT, Dist. No. 11. G. H. MOSS, Dist. No. 12. WARREN GALLOWAY, Dist. No. 13. J. H. DAVIS, JR., Dist. No. 14. JOHN H. STAFFORD, Dist. No. 15. J. H. BURR, Dist. No. 16. M. J. GAHAGAN, Dist. No. 17. N. R. DORSEY, Dist. No. 18.	J. C. THOMPSON, At Large. JOHN YARBROUGH, At Large. JAMES HAMBLIN, Dist. No. 1. W. W. GILBERT, Dist. No. 2. J. E. BARRETT, Dist. No. 3. J. P. BRYSON, Dist. No. 4. ASA BELL, Dist No. 5. LEON VOGHT, Dist. No. 6. J. H. ROCKENBEAN, Dist. No. 7. J. L. VASEY, Dist. No. 8. C. C. KELLY, Dist. No. 9. MRS. DOROTHY CLARK, Dist. No. 10. G. HERD, Dist. No. 11. E. J. STOPPEL, Dist. No. 12. T. A. HERDEN, Dist. No. 13. D. L. WANDERS, Dist. No. 14. CHARLES G. ROGERS, Dist. No. 15. R. H. DAVIS, Dist. No. 16. B. M. HUGHES, Dist. No. 17. S. D. DeGUIRE, Dist. No. 18.	.....
For Congress, 9th District: J. J. MANSFIELD.	**For Congress, 9th District:** JAS. W. RUGELEY.	**For Congress, 9th District:**	**For Congress, 9th District:**	**For Congress, 9th District:**	**For Congress, 9th District:**
For Governor: PAT M. NEFF.	**For Governor:** JOHN G. CULBERSON.	**For Governor:** H. CAPERS.	**For Governor:** T. H. McGREGOR.	**For Governor:** L. L. RHODES.	**For Governor:**
For Lieutenant Governor: LYNCH DAVIDSON.	**For Lieutenant Governor:** HOWARD W. SMITH.	**For Lieutenant Governor:** S. E. STARN.	**For Lieutenant Governor:** J. W. GREEN.	**For Lieutenant Governor:** W. H. WILSON.	**For Lieutenant Governor:**
For Comptroller of Public Accounts: LON A SMITH.	**For Comptroller of Public Accounts:** E. N. MULKEY.	**For Comptroller of Public Accounts:** ANDREW McCAMPBELL.	**For Comptroller of Public Accounts:** WM. BLAKESLEE.	**For Comptroller of Public Accounts:** M. L. MATTHEWS.	**For Comptroller of Public Accounts:**
For State Treasurer: JOHN W. BAKER.	**For State Treasurer:** GEO. H. SPARENBERG.	**For State Treasurer:** C. T. CIMBRI.	**For State Treasurer:** JOE A. DROZD.	**For State Treasurer:** W. D. KEENE.	**For State Treasurer:**
For Commissioner of General Land Office: J. T. ROBISON.	**For Commissioner of General Land Office:** JOE KINGSBERRY, JR.	**For Commissioner of General Land Office:** L. L. BOYD.	**For Commissioner of General Land Office:** W. B. RILEY.	**For Commissioner of General Land Office:** J. R. SCROGGINS.	**For Commissioner of General Land Office:**
For Attorney General: C. M. CURETON.	**For Attorney General:** EARL WHARTON.	**For Attorney General:** GEO. W. BURKITT, JR.	**For Attorney General:** B. D. DASHIEL.	**For Attorney General:** D. W. KING.	**For Attorney General:**
For State Supt. of Public Instruction: ANNIE WEBB BLANTON.	**For State Supt. of Public Instruction:** ALBERT A. LINDSAY.	**For State Supt. of Public Instruction:** JESSE WASHINGTON.	**For State Supt. of Public Instruction:** FISHER ALSUP.	**For State Supt. of Public Instruction:** MRS. E. W. CARLTON.	**For State Supt. of Public Instruction:**
For Commissioner of Agriculture: GEO. B. TERRELL.	**For Commissioner of Agriculture:** VIRGIL A. SMITH.	**For Commissioner of Agriculture:**	**For Commissioner of Agriculture:**	**For Commissioner of Agriculture:** C. T. DICKSON.	**For Commissioner of Agriculture:**
For Railroad Commissioner: EARL B. MAYFIELD.	**For Railroad Commissioner:** O. H. BAUM.	**For Railroad Commissioner:**	**For Railroad Commissioner:** JOHN E. MOORE.	**For Railroad Commissioner:** J. R. FORBES.	**For Railroad Commissioner:**
For Associate Justice of Supreme Court: WM. PIERSON.	**For Associate Justice of Supreme Court:** C. O. HARRIS.	**For Associate Justice of Supreme Court:**	**For Associate Justice of Supreme Court:** H. B. SHORT.	**For Associate Justice of Supreme Court:** HENRY PAULK.	**For Associate Justice of Supreme Court:**
For Judge Court of Criminal Appeals: W. L. DAVIDSON.	**For Judge Court of Criminal Appeals:** C. W. STARLING	**For Judge Court of Criminal Appeals:**	**For Judge Court of Criminal Appeals:**	**For Judge Court of Criminal Appeals:** W. W. BERZETT.	**For Judge Court of Criminal Appeals:**
For Chief Justice Court of Civil Appeals First Supreme Judicial District: R. A. PLEASANTS.	**For Chief Justice Court of Civil Appeals 1st Supreme Judicial District:**	**For Chief Justice Court of Civil Appeals, 1st Supreme Judicial District:**	**For Chief Justice Court of Civil Appeals, 1st Supreme Judicial District:**	**For Chief Justice Court of Civil Appeals, 1st Supreme Judicial District:**	**For Chief Justice Court of Civil Appeals, 1st Supreme Judicial District:**
For Representative 19th District: W. C. CARPENTER.	**For Representative 19th District:** BERRY MILLER.	**For Representative 19th District:**	**For Representative 19th District:**	**For Representative 19th District:**	**For Representative 19th District:**
For Representative 19th District: W. C. CARPENTER.	**For Representative 19th District:** BERRY MILLER.	**For Representative 19th District:**	**For Representative 19th District:**	**For Representative 19th District:**	**For Representative 19th District:**
For Judge 23rd Judicial District: M. S. MUNSON.	**For Judge 23rd Judicial District:**	**For Judge 23rd Judicial District:**	**For Judge 23rd Judicial District:**	**For Judge 23rd Judicial District:**	**For Judge 23rd Judicial District:**
For District Attorney 23rd Judicial Dist.: C. C. PARKER.	**For District Attorney, 23rd Judicial Dist:**	**For District Attorney, 23rd Judicial Dist:**	**For District Attorney, 23rd Judicial Dist:**	**For District Attorney, 23rd Judicial Dist:**	**For District Attorney, 23rd Judicial Dist:**
For County Judge: C. D. JESSUP.	**For County Judge:**	**For County Judge:**	**For County Judge:**	**For County Judge:**	**For County Judge:**
For County Attorney: J. S. JACKSON.	**For County Attorney:**	**For County Attorney:**	**For County Attorney:**	**For County Attorney:**	**For County Attorney:**
For District Clerk: A. E. VORDERMAN.	**For District Clerk:**	**For District Clerk:**	**For District Clerk:**	**For District Clerk:**	**For District Clerk:**
For County Clerk: RUTH EZELL.	**For County Clerk:**	**For County Clerk:**	**For County Clerk:**	**For County Clerk:**	**For County Clerk:**
For Sheriff: L. R. JOHNSON.	**For Sheriff:**	**For Sheriff:**	**For Sheriff:**	**For Sheriff:**	**For Sheriff:**
For Tax Collector: J. S. WELBOAN.	**For Tax Collector:**	**For Tax Collector:**	**For Tax Collector:**	**For Tax Collector:**	**For Tax Collector:**
For Tax Assessor: ANNIE LAURA GAYLE.	**For Tax Assessor:**	**For Tax Assessor:**	**For Tax Assessor:**	**For Tax Assessor:**	**For Tax Assessor:**
For County Treasurer: G. W. SHEFFIELD, JR.	**For County Treasurer:**	**For County Treasurer:**	**For County Treasurer:**	**For County Treasurer:**	**For County Treasurer:**
For County Surveyor: H. W. MUNSON, JR.	**For County Surveyor:**	**For County Surveyor:**	**For County Surveyor:**	**For County Surveyor:**	**For County Surveyor:**
For County Supt. Public Instruction: LETTIE EFFIE DE FEE.	**For County Supt. Public Instruction:**	**For County Supt. Public Instruction:**	**For County Supt. Public Instruction:**	**For County Supt. Public Instruction:**	**For County Supt. Public Instruction:**
For County Commissioner, Precinct No. 1: W. H. ROBERSON.	**For County Commissioner Precinct No. 1:**	**For County Commissioner Precinct No. 1:**	**For County Commissioner Precinct No. 1:**	**For County Commissioner Precinct No. 1:**	**For County Commissioner Precinct No. 1:**
For Justice of Peace, Precinct No. 1: J. R. MIDDLETON.	**For Justice of Peace Precinct No. 1:**	**For Justice of Peace Precinct No. 1:**	**For Justice of Peace Precinct No. 1:**	**For Justice of Peace Precinct No. 1:**	**For Justice of Peace Precinct No. 1:**
For Constable, Precinct No. 1: GEORGE DAVIS.	**For Constable Precinct No. 1:**	**For Constable Precinct No. 1:**	**For Constable Precinct No. 1:**	**For Constable Precinct No. 1:**	**For Constable Precinct No. 1:**

FOR an Amendment to Section IV, Article XI, of the Constitution of the State of Texas, increasing the total tax rate that may be levied by Cities and Towns having a population of five thousand or less from one-fourth of one per cent to not exceeding one and one-half per cent of any one year.

AGAINST an Amendment to Section IV, Article XI, of the Constitution of the State of Texas, increasing the total tax rate that may be levied by Cities and Towns having a population of five thousand or less from one-fourth of one per cent to not exceeding one and one-half per cent of any one year.

FOR an Amendment to Section 3 of Article 7, of the Constitution of the State of Texas, providing that the limitation upon the amount of school district tax of one dollar on the one hundred dollars valuation shall not apply to Independent or Common School Districts created by General or Special Law.

AGAINST an Amendment to Section 3, of Article 7, of the Constitution of the State of Texas, providing that the limitation upon the amount of school district tax of one dollar on the one hundred dollars valuation shall not apply to Independent or Common School Districts created by General or Special Law.

1920 Brazoria County "Official Ballot." Note that local Democrats are the only names on the ballot, which might indicate that this is a ballot from the Taxpayers Association (With permission of Brazoria County Historical Musseum).

Millican claimed that J.C. McNeill and Charles Martin were original members of the Brazoria County Taxpayers' Union (Case Records 6576). McNeill was said to be the president. Charles Martin was issued a subpoena to bring the organization's books to court for trial in January 1897 (Case Records 6576). This election marked the end of effective black voter participation in Brazoria County, and the newly-appointed office-takers quickly removed the county offices to Angleton. This move was intended to appease voters who wanted to split Brazoria County between the mostly white, Democrat northeastern side of the county and the majority black, Republican southwestern side. 3312 votes were cast in October 1896 a county-wide vote on the location of the county seat (Deed Records Affidavit 1896). 2173 votes were for Angleton, and 1239 were for remaining in Brazoria.

As stated by the answer of the Taxpayers' Association defendants in this case, "the only object and purpose of said organization, was to see that the said Officers nominated and elected by said irresponsible, non-taxpaying, negro-voters, should give good and legal bonds, to ensure the honest and faithfull [sic] application of the money contributed by them as taxes" (Case Records 6576). This was a reaction to the power bloc that had controlled Brazoria County politics until then—this group was described in 1892 in a Velasco World newspaper article reprinted in the Galveston Daily News:

> Old Brazoria was the first section of the south with a predominantly negro majority that solved the race problem without bloodshed. No man who calls himself a citizen and looks for development at the *mouth of the Brazos*[121] as a boon for his own advancement should for a moment advocate any measure that would break the peaceful relations now existing between both races . . . . The Brazoria county associaton was evolved from the

[121] This is a dig at the rival newspaper published at the "mouth of the Brazos" River in Velasco, Texas, in Brazoria County.

> law and order association and the taxpayers association [a different group than the one above]. The Brazoria county association was made up of all classes of whites, and had for its object a coalition with the blacks in nominating the best men for office. No man was nominated who was objectionable to the blacks and vice versa. The organization brought about a happy change (Galveston Daily News, March 18, 1892) (emphasis added).

Harris Masterson and his brother, A.R., were members of the Brazoria County Association (Masterson Papers) until the joined the Taxpayers' Association in 1896.[122]

African American voters in Brazoria County voters had seen the changes coming as early as 1890 when the Association drew ranks in response the Fusion ticket emerging in other areas, as reflected in this document found in Masterson's papers:

> Taxation without represesentation is inimical to our Republican form of Government.
>
> Recognizing as we do that large excess of property interest in the Democratic minority;
>
> Yet not unmindful of the large Republican majority, but ever desirous of doing that which is fair and just, and of making concessions of sacred rights to the Democratic property owners of our county that on no part of the American Continent has ever been made to the Republicans under any circumstances; to demonstrate by our action that it is not true that we desire in any way to disenfranchise in fact or in effect any of the people of our County; but wish only a partial recognition of our political rights guaranteed by the Constitution of our Country.

[122] Note that the Texas Historical Commission maintains another historical home site in Brazoria County on the outskirts of West Columbia called the Varner-Hogg Plantation State Historic Site. Once known as the Patton plantation, Varner-Hogg was renamed after it was purchased by James Stephen Hogg, a governor of Texas, for his socialite daughter, Ima Hogg, in the early 1900s. Ima Hogg ("Miss Ima") later donated the house to the State of Texas. Governor Hogg and movements embodied in organizations such as the Taxpayers' Union were politically at odds. An example of Anti-Hogg sentiment was published in the Velasco Times, the same newspaper that employed R. McChinn, who was shot dead by Masterson in January 1895: "Everyone does not know the deceit and trickery that lies beneath the vest of one James Stephen Hogg" (Velasco Times 1892).

1st - Resolved that we the Republicans of Brazoria County desiring to continue and perpetuate the good feeling now existing between us and the Democrats of our County, and in a spirit of mutual interest, we are willing to go into conference in the selection of Officers for our County for the ensuing election on a basis of equal representation.

2nd - Resolved that in the selection of officers we shall be actuated alone with an honest desire to secure honest, upright, and intelligent men, who will do their whole duty and enforce the Law as it is without regard to race or color.

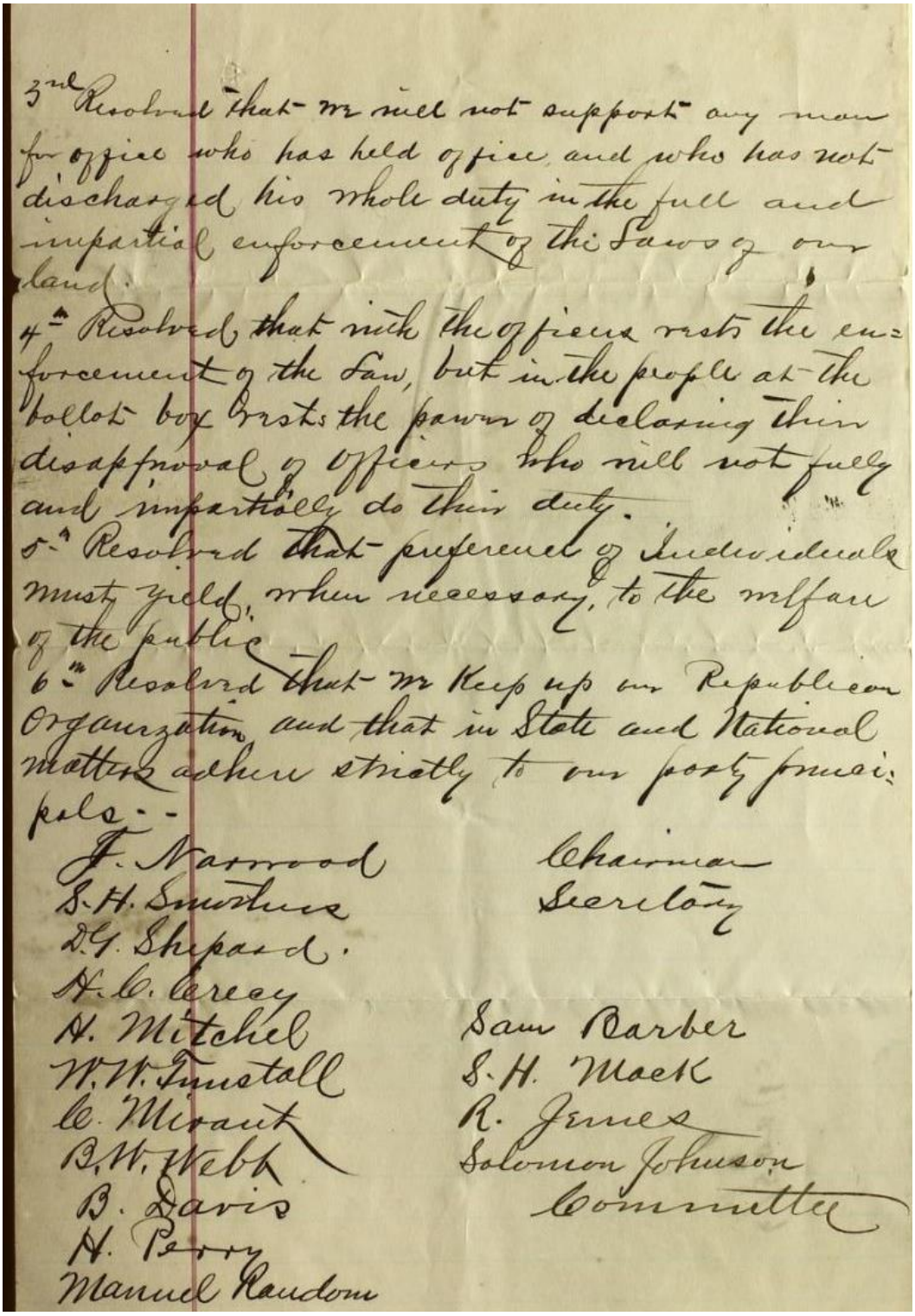
3rd – Resolved that we will not support any man for office who has held office and who has not discharged his whole duty in the full and impartial enforcement of the Laws of our land.

4th – Resolved that with the officers rests the enforcement of the Law, but in the people at the ballot rests the power of declaring their disapproval of officers who will not fully and impartially do their duty.

5th – Resolved that Preference of Individuals must yield, when necessary, to the welfare of the public.

6th – Resolved that we keep up our Republican organization and that in State and National matters adhere strictly to our party principals (Masterson Papers).

It is signed by F. Norwood (Chairman), S.H. Smothers (Secretary), D.G. Shepard, H. Mitchell, W.W. Tunstall, C. Mirant, B.W. Webb, B. Davis, H. Perry, Manuel Random, S.H. Mack, R. Jennes, Solomon Johnson (Masterson Papers).



3rd Resolved that we will not support any man for office who has held office and who has not discharged his whole duty in the full and impartial enforcement of the laws of our land.

4th Resolved that with the officers rests the enforcement of the law, but in the people at the ballot box rests the power of declaring their disapproval of officers who will not fully and impartially do their duty.

5th Resolved that preferment of individuals must yield, when necessary, to the welfare of the public.

6th Resolved that we keep up our Republican Organization and that in State and National matters adhere strictly to our party principals.

J. Norwood — Chairman
S. H. Smithers — Secretary
D. G. Shepard.
H. C. Carey
A. Mitchel
W. W. Tunstall
C. Mirault
B. W. Webb
B. Davis
H. Perry
Manuel Random

Sam Barber
S. H. Mack
R. Jones
Solomon Johnson
Committee

Signatures on a Republican party document that included a number of formerly enslaved men from Brazoria County, probably from the early the 1890s (With permission of Woodson Center, Fondren Library, Rice University).

If for every action there really is an equal and opposite reaction, then the efforts behind such extraordinary measures for disenfranchisement are in direct proportion to the extraordinary power that formerly enslaved people and their descendants potentially held in counties such as Brazoria where they comprised the majority of registered voters. The power of the Black electorate in Brazoria County was apparent beyond its boundaries, and Black leaders elsewhere in the Texas saw Brazoria County as a place to consolidate political capital.

In February 1886, an African American newspaper reported that the "colonization of Brazoria County and adjoining counties in Southern Texas is proving to be a grand success" (Cleveland Gazette, Feb. 6, 1886). A few days later, an African American newspaper in Alabama explained more:

> The movement under the leadership of Judge S.A. Hackworth, of Breham [sic] and Prof. S.H. Smoothers, of Brazoria, to settle Brazoria and the adjoining counties in Southern Texas with colored people, is proving to be quite a grand success. Enterprising colored men from many counties in this State and from other States, are moving in to Brazoria. And buying up large tracts of land. The control of southern Texas by the negro race is only a question of time. Baptist Preacher (Huntsville Gazette, Feb. 13, 1886:2).

Note that the "S.H. Smoothers" in this article is probably the same "S.H. Smothers" who signed the document above. The "Texas Farmers' Emigration and Colonization Association" was organized in Brazoria in 1880 (The Christian Recorder, Nov. 20, 1890). This organization proclaimed that "Texas is the grandest state in the Western hemisphere for the colored man" (The Christian Recorder, Nov. 20, 1890). Preceding the mass movement that characterized the Great Migration from other Southern states to the North, migration to and within Texas was an early attempt to secure opportunity. . . . The officers of the Texas

Farmers' Emigration and Colonization Association included A.H. McKinney (justice of the peace), S.H. Smothers, N.H. Haller, and D.F. Rowe, a white attorney (The Christian Recorder 1890).

Norris Wright Cuney, a former slave, was a national Republican party committeeman from 1884 to 1896. He identified a growing faction of the Texas Republican party that aimed to take white votes from the Democrat party in the 1888 election (Casdorph 2010). He called them the "Lily-White" movement at the party convention in Fort Worth, and the name was applied to others who followed the same tactic in other states.

By 1892 the Republican party was split between the "black and tans" and the "lily-whites." Cuney and the "black and tan" Republicans supported a Democrat conservative who ran against a "lily-white" candidate but lost. The election of Grover Cleveland, a Democrat, resulted in Cuney losing his national and state committee position. Although the "black and tans" continued to attempt to re-establish a meaningful role in the party, the "lily-whites" increasingly dominated until many African Americans in Texas moved to the Democrat party in the 1930s (Casdorph 2010).

Introduction of a state-wide poll tax that had to be paid months before the election by the Terrell election laws of 1904 and 1905 "reduced African American participation in Texas general elections and any immediate hope of a serious Republican or third-party challenge to the Democratic Party" (Barr 2005). Whereas around 100,000 blacks voted in the mid-1890s, only 5000 were qualified in 1906 (Barr 2005). Regardless, the laudatory tone of the 1891 Galveston Daily News article is still repeated, despite the significant changes in voting numbers.

African American women sitting in the freight yard, accompanied by a man in a hat, waiting for the train in Angleton, Texas, in 1906 (With permission of the Brazoria County Historical Museum, 1983.011p.0031, Brazoria County Historical Commission Collection).

Pompey Higgins v. *South Texas Development*, 35 S.W.2d 98 (Tex. Cmmn. of Appeals. 1931); (21 S.W.2d 540 (Tex. App. Galveston 1929).

R.F. Martin's testimony about his inability to settle accounts with Harris Masterson in *Masterson v. Moore* might explain the actions of Will Martin in this case where Will acted as a "heavy" for a business interest on behalf of Masterson and the South Texas Development Company in a suit where the children of Pompey Higgins argued they had not lost their possessory right in Higgins' land even though he had been convinced to sign a lease in favor of the company. This case lasted over a decade from the 1920s to the 1930s. The petition for writ of error filed in *Higgins v. South Texas Development* Company contains this statement: "H. Masterson was well-acquainted with Pompey Higgins, and his children by Maria, for he was the attorney for them in the case of *Hinkle and Company v. Pompey Higgins*" (Pleadings, 21 S.W.2d 540; 35 S.W.2d 98). Again, Masterson had an angle on both sides.

Pompey Higgins owned property in the McCloskey League a few miles to the south of the LJPSHS. Higgins' son Joseph Higgins, testified in the late 1920s about an interaction with Will Martin around 1896 as follows:

> I know Mr. Will Martin. I have known him ever since I was a boy. My father, Pompey Higgins, knew Mr. Will Martin. . . . Mr. Will Martin sent us word to not plant another seed; he asked Alec Wright in Brazoria—well, we get a message from Mr. Will, a message was brought us about his coming down . . that he would be there on Monday; he sent us word on Thursday and we got the word Friday morning, that he would be down there to put us off [of land occupied by his family since 1884], and I came here to Angleton and employed Mr. Munson [an attorney], and on my way over here I came through Brazoria and met Mr. Martin and he says: "did you get my word?" and I says: "Yes sir;" and he says: "well, you just as well get ready to get off or else get your gun" and I told him he ought to be ashamed to tell a n—r to fight a white man, and he told me he was coming (Transcript, 21 S.W.2d 540; 35 S.W.2d 98).

Higgins continued:

> Well, that Monday morning . . . I met Mr. Martin; I was going up to Spiller, and he says: "Joe, I am going there to look at your land; it is mine; I bought it; you better let me rent you that land." I told him it was mine, and he says: "Joe, I will give you a good Stetson hat, if I send a man down there to buy this land, if you don't show him the low land . . ." but he didn't see Pompey Higgins on this trip, so he came down there the next time and I was plowing, and just as he comes across this turn row, papa came to the corner [] and he met him, and him, Mr. Martin, and a strange white man were talking, and I heard Martin say: "old man, we will take this good corn of yours and everything else you got; you just as well sign these papers and rest on here the balance of your days:" and papa told him: "I am so nervous, I can't sign that paper" and I think the strange white man wrote his name on there for him, and he told me to sign it, too, and I told him I couldn't sign it, and

> Mr. Will, he says: "Why won't you sign it as a witness" and I told him I didn't want to see him give away his place that bad, and Mr. Will says: "If the Courts ask you did you see your father sign this paper, what would you say?" and I told him "Yes, sir"; and papa told me, he says: "Joe, I wouldn't get killed about the land;" he says: "There are plenty of other places to live," but I told him that I wouldn't sign the paper (Transcript, 21 S.W.2d 540; 35 S.W.2d 98).

Higgins described the weapons carried by Will Martin that day inn 1896: "I will state that when he came again, after I had got Mr. Munson to represent me, he come heavily armed; he had on a six shooter, belted on the outside and a Winchester and a hunting knife (Transcript, 21 S.W.2d 540; 35 S.W.2d 98).

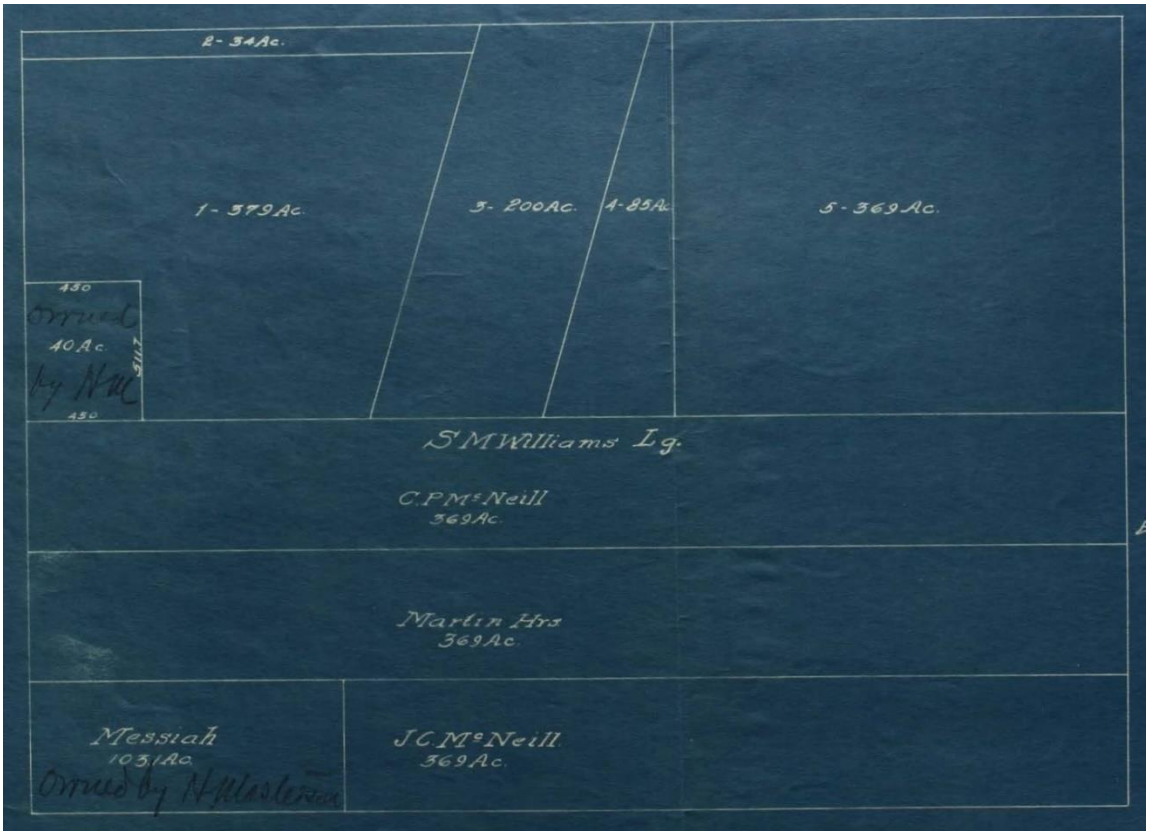
Joseph Higgins' wife, Emily Higgins, testified about the effect that Will Martin had on Pompey Higgins: "I don't know whether old man Pompey Higgins was afraid of Mr. Will Martin or not, but he ran and went into the woods; when he saw him coming down the road, he left, walked out of the back door and went into the woods" (Transcript, 21 S.W.2d 540; 35 S.W.2d 98). She testified that he remained hiding in the woods through the entire afternoon until late in the evening.

This case presents a pattern that complies with the abandonment narrative in that it involves a forced eviction (on paper) at gunpoint. When Cheryl Wright lived with and interviewed African Americans in the immediate vicinity of the LJPSHS in 1994, 15 of her informants ranged in age from 70 years-old to 90 (Wright 1994:114), and these informants would have been young enough to witness events in the early 1900s yet old enough to understand the same events. "Some of the stories included losing land and/or money to Whites

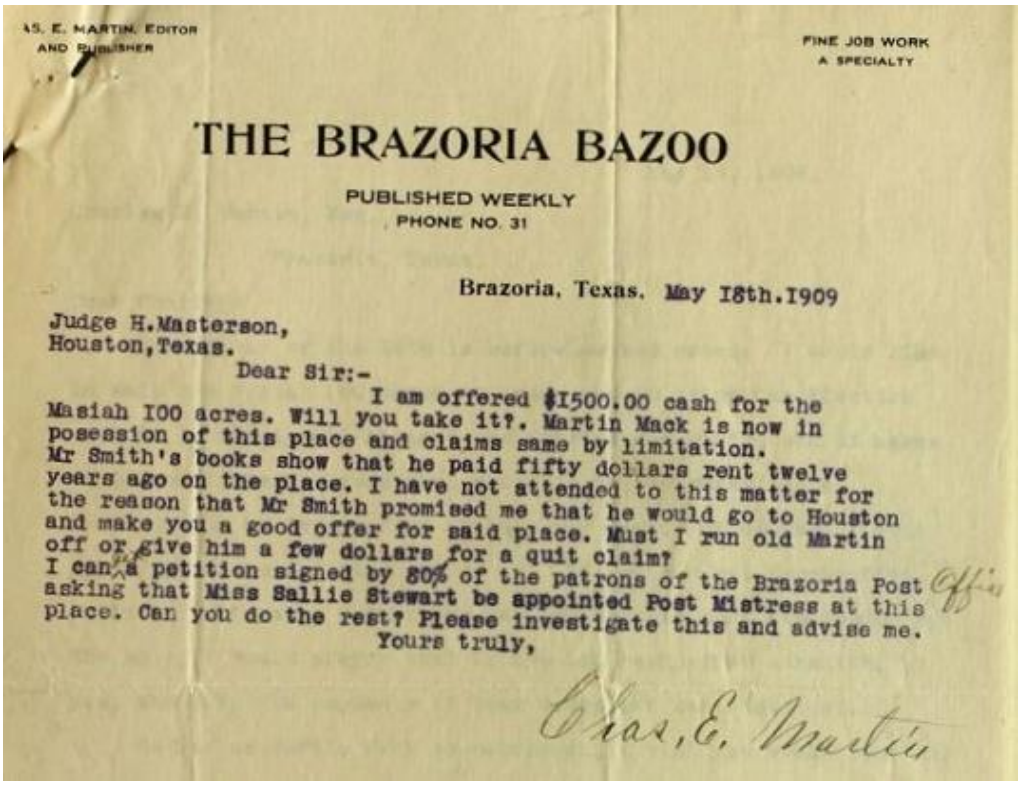
in the area" (Wright 1994:86). It is a safe bet that Harris Masterson (along with a Martin) would have been involved in other such land "deals."

Thus, if Masterson was unable to find indebtedness on a property he wanted to take title in, then he seems to have employed the Martin brothers to convince property owners to sign a rental agreement with him. The agreements were for nominal rent amounts, but they served to hinder ownership claims by limitations. In the case of Pompey Higgins, he used both methods.

In another example, according to Charles Martin (below), Martin Mack had occupied the Messiah Tract on the former Jordan plantation for 15 years as of May 1909. As can also seen by the blueprint, it, too, became "owned by H. Masterson." Under the law of adverse possession (referred to in the letters below as "limitations"), a person "having peaceable and adverse possession" of land which they were "cultivating, using or enjoying" can obtain title to that land after ten years of such use, up to 160 acres (Title LXVII, Tex.Rev.Civ.Stat. 1895). Conversely, a landowner loses the ability to kick such a squatter off their land after the passage of ten years (except in cases of minority, insanity, or imprisonment (Title LXVII, Tex.Rev.Civ.Stat. 1895). Instead of trying to obtain possession of Martin Mack's Messiah Tract through the legal system, Masterson relied on the Martin brothers, as demonstrated in the following map and correspondence between Masterson and Charles Martin in 1909-10:



Harris Masterson's blueprint of tracts of the S.M. Williams League with the Messiah Tract in bottom left corner" Handwritten on the Messiah tract is "owned by H Masterson"—owned by Harris Masterson. Masterson Papers (Courtesy Woodson Research Center, Fondren Library, Rice University).



C. E. MARTIN, EDITOR
AND PUBLISHER

FINE JOB WORK
A SPECIALTY

THE BRAZORIA BAZOO

PUBLISHED WEEKLY
PHONE NO. 31

Brazoria, Texas. May 18th. 1909

Judge H. Masterson,
Houston, Texas.

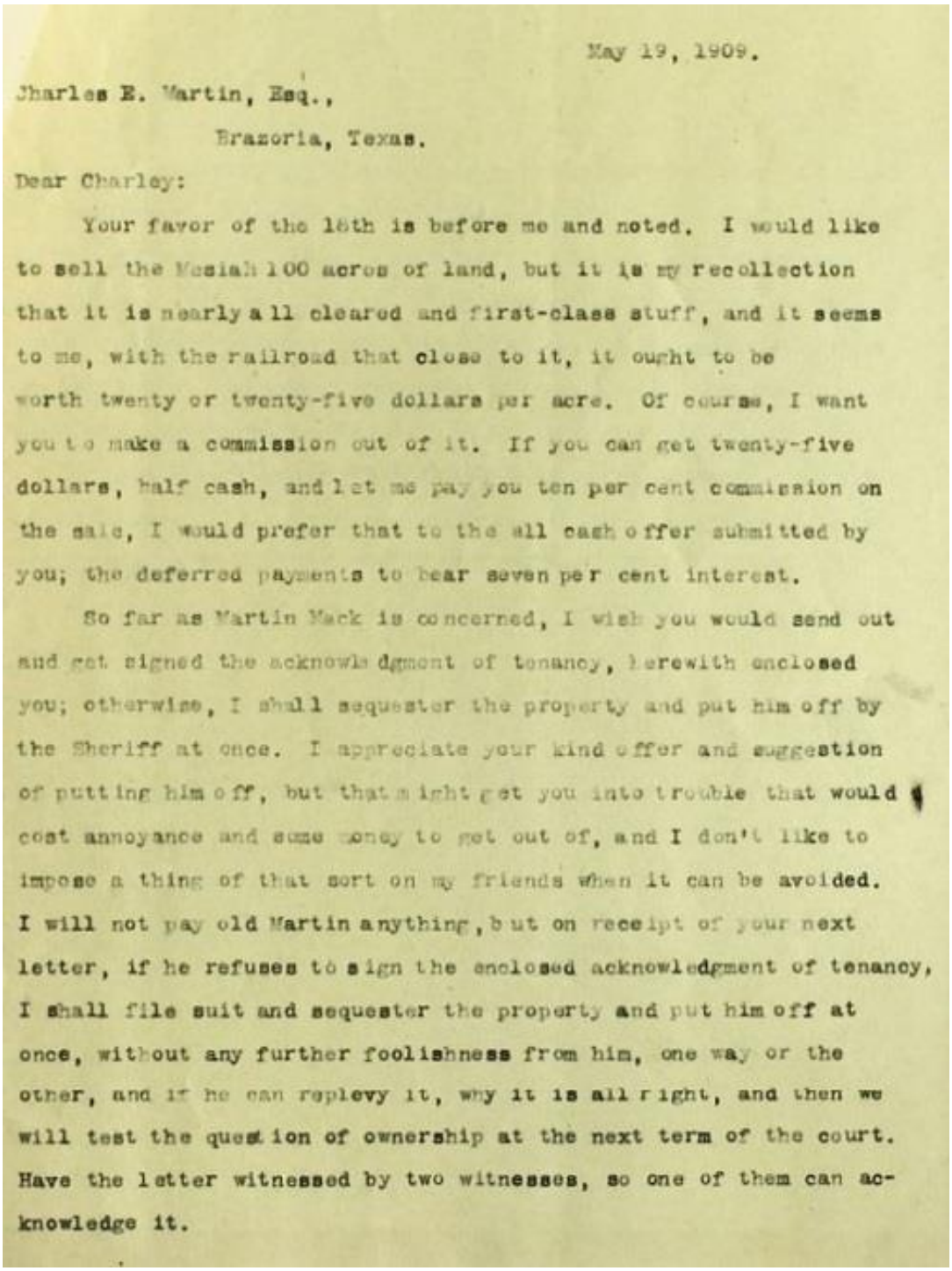
Dear Sir:-

I am offered $1500.00 cash for the Masiah 100 acres. Will you take it?. Martin Mack is now in posession of this place and claims same by limitation. Mr Smith's books show that he paid fifty dollars rent twelve years ago on the place. I have not attended to this matter for the reason that Mr Smith promised me that he would go to Houston and make you a good offer for said place. Must I run old Martin off or give him a few dollars for a quit claim?
I can get a petition signed by 80% of the patrons of the Brazoria Post Office asking that Miss Sallie Stewart be appointed Post Mistress at this place. Can you do the rest? Please investigate this and advise me.

Yours truly,

Chas. E. Martin

Charles Martin offering to "run old Martin off or give him a few dollars for a quitclaim" in May 1909. Charles concludes by offereing to help a relative of Masterson's deceased wife. Masterson Papers (Courtesy Woodson Research Center, Fondren Library, Rice University).



May 19, 1909.

Charles E. Martin, Esq.,

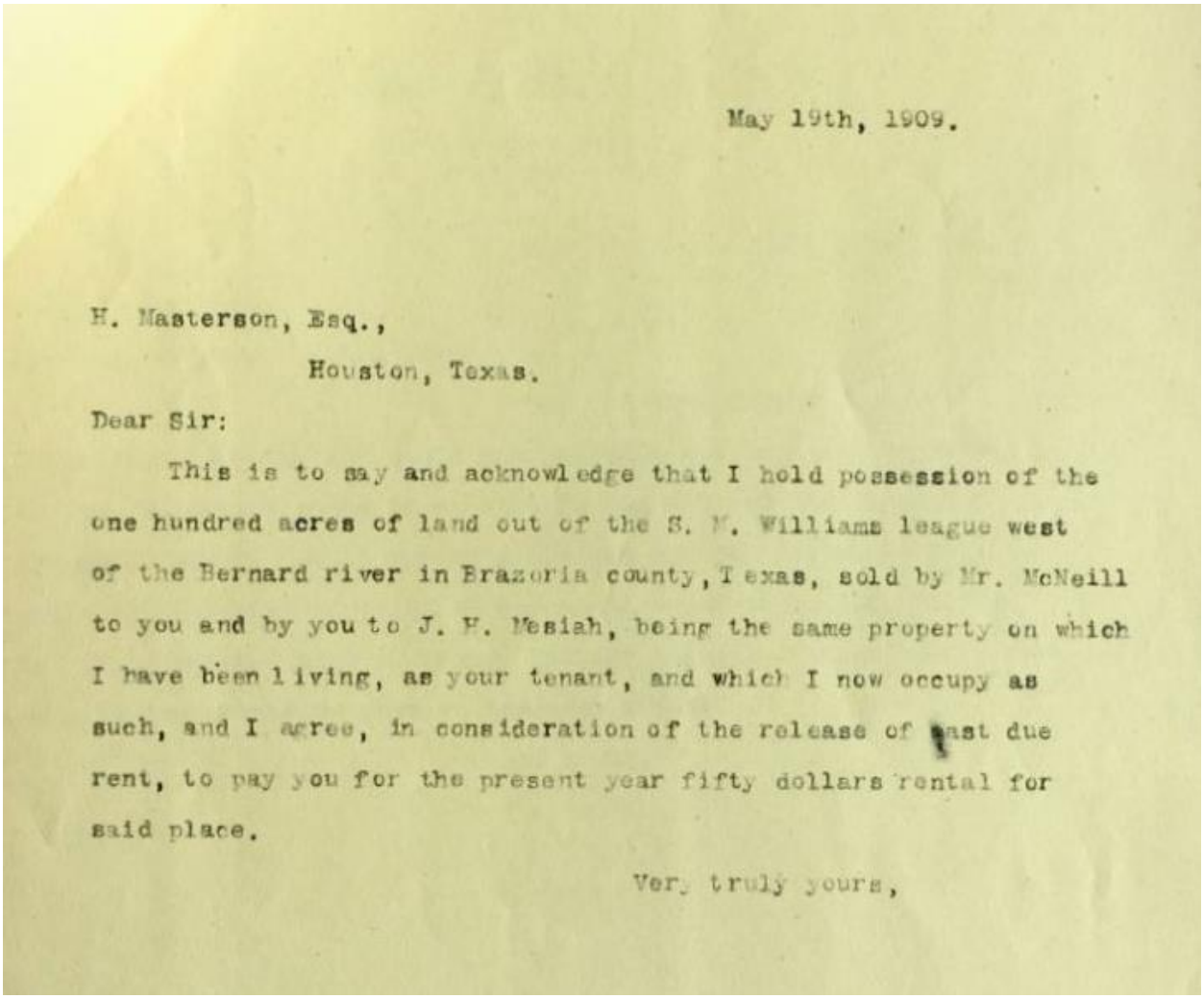
Brazoria, Texas.

Dear Charley:

Your favor of the 18th is before me and noted. I would like to sell the Mesiah 100 acres of land, but it is my recollection that it is nearly all cleared and first-class stuff, and it seems to me, with the railroad that close to it, it ought to be worth twenty or twenty-five dollars per acre. Of course, I want you to make a commission out of it. If you can get twenty-five dollars, half cash, and let me pay you ten per cent commission on the sale, I would prefer that to the all cash offer submitted by you; the deferred payments to bear seven per cent interest.

So far as Martin Mack is concerned, I wish you would send out and get signed the acknowledgment of tenancy, herewith enclosed you; otherwise, I shall sequester the property and put him off by the Sheriff at once. I appreciate your kind offer and suggestion of putting him off, but that might get you into trouble that would cost annoyance and some money to get out of, and I don't like to impose a thing of that sort on my friends when it can be avoided. I will not pay old Martin anything, but on receipt of your next letter, if he refuses to sign the enclosed acknowledgment of tenancy, I shall file suit and sequester the property and put him off at once, without any further foolishness from him, one way or the other, and if he can replevy it, why it is all right, and then we will test the question of ownership at the next term of the court. Have the letter witnessed by two witnesses, so one of them can acknowledge it.

Masterson declined help from Charles in 1909: "I appreciate your kind offer and suggestion of putting him off, but that might get you into trouble that would cost annoyance and some money to get out of, and I don't like to impose a thing of that sort on my friends when it can be avoided" Masterson Papers (Courtesy Woodson Research Center, Fondren Library, Rice University).



May 19th, 1909.

H. Masterson, Esq.,

Houston, Texas.

Dear Sir:

This is to say and acknowledge that I hold possession of the one hundred acres of land out of the S. F. Williams league west of the Bernard river in Brazoria county, Texas, sold by Mr. McNeill to you and by you to J. F. Mesiah, being the same property on which I have been living, as your tenant, and which I now occupy as such, and I agree, in consideration of the release of past due rent, to pay you for the present year fifty dollars rental for said place.

Very truly yours,

Supplied by Masterson to Charles Martin, this acknowledgement of tenancy eliminates the ability of the signer to claim land by adverse possession (squatting). Masterson Papers (Courtesy Woodson Research Center, Fondren Library, Rice University).

Section Four: Martin Brothers' Criminal Cases

This section first critiques the role of the Martin brothers' criminal cases in the abandonment narrative in the interpretation of the archaeology at the LJPSHS. It also includes a chart of cases with short summaries of the cases. It concludes with a detailed presentation of a single case in which Will Martin was indicted but not convicted for the murder of Arthur Williams, a black farmer killed while plowing a field about 20 miles away from the LJPSHS.

According to Robinson, "authenticating narratives of white terrorism is less important than understanding how such narratives function and proliferate in the post-soul black southern imagination," including providing social and cultural capital (2014). Prefacing Robinson, Cheryl Wright and Carol McDavid shared the "common goal to mesh both the African American history and the Anglo history to create one history '. . . without celebrating either at the expense of the other'" at the LJPSHS in 1994 (Wright 1994:Appendix G). They identified a common theme among respondents they interviewed in association with the Levi Jordan archaeological project:

> African Americans, on the whole, were not interested in a public interpretation which would perpetuate the stereotypic view that slaves and tenants were passive in their response to oppression and victimization. . . . blacks frequently commented on the need to avoid emphasizing "the punishments." As one African American person put it, "the old people don't want the memories, and the younger ones don't want to fool with it (McDavid 1996).

Bad deeds enacted by the Martins against former slaves would seem to fall in the same category as "the punishments" in the public interpretation of the LJPSHS, as would the narrative of the abandonment, for that matter. Therefore, the same input regarding punishments above would seem apply to the criminal and violent acts of the Martins. According to Hodder, reflexivity in a situation such as this "when the past *is* claimed by present communities" is the "recognition and incorporation of multiple stakeholder groups, and the self-critical awareness that one's archaeological truth claims as historical and contingent" (2003a:56).

According to Todorov, the past is used in the present through either forgetting or recalling:

> In a democracy, people have a legitimate right to recover the past as they please, but memory should never be imposed on them as a duty. It would be horribly cruel to keep on reminding someone of the most painful parts of his or her own past: the right to forget exists as well (Todorov 2000:168).[123]

He contrasts the authority to seek revenge or grant forgiveness with that of justice. Vengence and forgiveness belong to the individual while justice is the domain of society (Todorov 2000:256). Because "you can only forgive what you have suffered yourself," you cannot forgive the bad actions on behalf the person who was hurt by them (Todorov 2000:178). "When one individual pardons another, he or she decides to cease resenting the offense that has been done; but such forgiveness in no way repairs the damage done to the social order" (Todorov 2000:178). Yet, the "recollection of violence past feeds violence in the present: it is a mechanism of revenge" based on a personal scale even when it is "masked in the dress of justice" (Todorov 2000:170). Thus, there is a tension between forgetting the past and recalling the past on the social scale for the sake of justice. Historical archaeologists conducting public archaeology are particulary susceptible to waking the "sleeping dogs" which some individuals would rather see left alone.

> In public life . . . recalling the past does not provide its own justification. To be useful, it has to go through a process of transformation . . . . In this case, the transformation consists in going from the particular case to general maxim—a principle of justice, a political ideal, or a moral rule—which must be legitimate in itself and not just because it relates to a cherished memory. . . . Memory of the past can be useful to us if it hastens the

[123] He contrasts "forgetting" the past with "destruction" of the past, explaining that forgetting is not the equivalent of erasing:

> [R]emembering is not the opposite of forgetting. The two opposing terms are destruction and preservation (or 'wiping' and 'saving'): memory can only ever be the result of their interaction. It is impossible to recover all of the past—and if it were possible, it would be a terrible thing indeed . . . . (Todorov 2000:127).

> reign of justice, in the most general sense—and that means that the particular must be subordinated to the abstract precept (Todorov 2000:173).

To make recalling the past on behalf of society worth the cost to the individual, "we have to constantly switch between the role of judge, with respect to individuals, and the role of advocate with respect to the human race" (Todorov 2000:125). Actions are judged, but the person is not—we are incapable of competently judging another person on the whole, whether in the past or in the present (Todorov 2000:125).

Instead, Todorov advocated understanding the milieu in which the person and the act combined as a first step, even though understanding is hindered by the "innate ability of the human species to act freely, beyond the determination of causes and beyond all probability" (Todorov 2000:126). Thus, the same person is capable of the both the most evil and the most loving acts, even in the same day or moment. I suggest that there are several approaches to understanding the Martin brothers' criminal cases.

First, they knew that they were connected to a plantation past that included wealth and power, but they had neither for themselves. Second, they lived in a post-Civil War era of gunfights, robber barons (including ones on a regional scale such as Masterson), and increasing racial tension. Despite their chronological distance, these pasts shape us as individuals even as that which we condemn in others is no less a part of ourselves.[124] Finally, the Martin brothers had the help of Harris Masterson and his family connections.

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[124] I have personally struggled with the role (intentional and otherwise) that I am playing in constructing the past of the LJPSHS in the present. Todorov helped me, in part because his humanistic approach reconciles the detachment of academic examination with my own Christian background and aspirations to morality:

> Good and ill are 'of one substance' with human life because they are the fruits of our freedom, of our ability to choose at every point between several courses of action. Their common source is human sociability and human incompleteness, for these make us need other people to guarantee our sense of existing. But our needs of other people can be satisfied in two ways. We can cherish other people and seek to make them happy; or else we can subjugate and humiliate them so as to enjoy power over them. Humanists understand and acknowledge the inseparability of good and evil and thus abandon the very idea

> But society does not only punish the criminals; it also seeks to understand why the crimes were committed and to take appropriate action to prevent their recurrence. Such an aim is not easily achieved, but the point is that the aim exists within our societies. . . .The law has not abandoned the concept of the freedom of the individual, however, and save in cases of mental illness, it continues to recognize personal responsibility. No crime is ever the automatic consequence of a cause. Understanding evil is not to justify it, but the means of preventing it from occurring again (Todorov 2000:124).

A list follows of some of the offenses for which the Martin brothers were accused with basic details about the charges, witnesses, and complaining parties, where known. The dates of these offenses overlap with the dates of their property transactions described above and these criminal accusations provide context for the civil case of *McNeill v. Masterson* and its relationship to the abandonment narrative in the interpretation of the archaeology of the former slave quarters at the LJPSHS. However, they do not date the abandonment or directly explain its cause. These cases come from various sources which should be combined with the case files to examine them completely. It has been assumed that the victims of the Martins' criminal offenses were former slaves, but the case records show that their crimes occurred in a variety of locations against people across the spectrum of social positions.

One indicted case will be examined in more detail than the others—the murder of Arthur Williams by Will Martin. After the chart below, the case of the murder of Arthur Williams is described individually. It has been featured in the abandonment narrative, and it often erroneously includes one of Will's brothers as a co-actor. The co-actor was actually another man named Walter Millican. The case record both confirms and confounds aspects of the

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of a global, definitive solution to human problems; in this view, men cannot be freed from the evil that is in them unless they are 'freed' from their very humanity (Todorov 2000:26).

abandonment narrative, which has described it as a case which was summarily dismissed without trial. This is partially accurate—the case was dismissed but not summarily.

The case record also shows that both black and white witnesses were summoned to testify for the grand and petit juries (two different events)—this is contrary to the narrative of the abandonment. It also shows that black jurors were included in the pool—a fact which was not contemplated by the abandonment narrative (or myself). Thus, this is the value of Orser's singularization exemplified. This also is an example of the ability to use the same narrative to support different *uses* of the past in the present:

> Meaning and value only come from human subjects questioning and judging the past, or the nature of things. The same historical fact, as we have seen, can be interpreted in opposite ways and support mutually contradictory policies (Todorov 2000:176).

Accused	**Offense**	**Comments**
Will Martin	Assault with Intent to Murder, 1886	No name listed—information came from Martin's bond. This might be the same case described by Freeman: "Tragically, Willie Martin accidentally shot an individual named Western in Velasco" (2004:134).
Will Martin R.F. Martin Lewis Locke	Offense not known—it could be related to the following offense on this list	Transferred from county court to district court because of the relation of the parties to the county judge on February 7, 1887. This was probably a misdemeanor because it began in county court.
Will Martin	Assault with Intent to Murder, n.d. of Lewis Locke	Witnesses at grand jury: Lewis Locke, Louis Reinacker, and J.D. Ostrum (Grand Jury Minutes, May 1884-July 1888). In 1892, Lewis Locke was a white ship captain who operated out of Velasco (Daily Velasco Times, Apr. 7, 1892) and owned property in Quintana (Deed Records).
Will Martin	Assault with Intent to Murder, April 7, 1887, of Henry McKinney	Witnesses at grand jury: Abraham Brooks, Jeff Mack, and Henry McKinney. In the 1880 Census, McKinney was a 16-year-old black male, the son of Guney McKinney (born in Africa) and Hester McKinney, and he lived in Precinct 1 (Census 1880). Also, a man named "H. McKinney" was also the Justice

		of the Peace, Precinct One, in July 1889 (Case Record CI 230A) The case was not indicted. (Grand Jury Minutes, May 1884-July 1888)
Will Martin	Murder of Arthur Williams, May 10, 1887	See below. Walter Millican was indicted as Will's co-defendant.
Will Martin	Selling liquor without a license, November 1, 1890	
Charles Martin	Selling liquor without a license, October 30, 1891	Harris Masterson is surety on Charles Martin's bond.
R.F. Martin	Selling liquor without a license, October 2, 1892	Witnesses requested by the prosecutor for trial: G.W. Gayle, Ed. Delaney, Rees Sweeny, C.Fox Patton, Pinkney Rowe, P.J. Krause, Charles LeRibeus, and George Bowers. R.F. requested Calvin Martin as a witness for trial. Harris Masterson represented R.F. He moved to quash the indictment because it named "R.F. Martin," which he argued was his father who was living in Palo Pinto County, Texas, and since his father was indicted for the offense that R.F. was to be tried, then the indictment was defective.
Calvin Martin	"In and upon the said Amelia Woods commit an aggravated assault, the said Cal Martin then and there being an adult male, and the said Amelia Woods then and there being a female, and the said Cal. Martin did then and there strike the said Amelia Woods with a plank and stick" on November 2, 1893 (aggravated assault and battery)	Amelia Woods signed the sworn complaint with her mark, "X." Witnesses requested by the prosecutor for trial: Bill Woods, Mary Green, and Pen [sp?] Meter [sp?]. Witnesses requested by Calvin for trial: Charles LeRibeus, Anthony Perkins, and Will Martin. *In the 1900 Census, Amelia Woods is in dwelling 198 in Precinct 7. She is 40 years old, widowed, and living as the head of household with her five children (U.S. Census). Calvin Martin is 20 dwellings away in 178 (Id.).*
Will Martin	"in and upon the said Amelia Woods commit an aggravated assault; the said Will Martin then and there being an adult male, and the said Amelia Woods then and there being a female, and the said Will Martin did then and there strike the said Amelia Woods with a plank and stick" on November 2, 1893	Amelia Woods signed the sworn complaint with her mark, "X." Witnesses requested by Will for trial: Charles LeRibeus, Anthony Perkins, and Calvin Martin. Witnesses requested by the prosecutor for trial: Bill Woods, Mary Green, and Pen [sp?] Meter [sp?].

	(aggravated assault)	*In the 1900 Census, Amelia Woods is in dwelling 198 in Precinct 7. She is 40 years old, widowed, and living as the head of household with her five children (U.S. Census). Will Martin is 21 dwellings away in 177 (Id.).*
R.F. Martin	"by loud and vociferous talking and swearing disturb a congregation, then and there assembled for religious worship and conducting themselves in a lawful manner" on December 2, 1894	Complained signed by Jim Banks with his mark "X." Witnesses requested by prosecutor for trial: Joe Miller, Ambros Harrison, George Meacham (deputy sheriff), R.M. Yerby (sheriff), Jim Banks, and Ned Prewit.
Calvin Martin	"by loud talking and rudely displaying a gun, disturb a congregation, then and there assembled for religious worship, and conducting themselves in a lawful manner" on January 12, 1894	Indictment signed by foreperson of the grand jury, J.P. Bryan. Witnesses for the grand jury: Owen Cochran, William Fort Smith, Jim Martin, Harvey Hill, Dick Gaines, and TC Rowe. Witnesses requested by Calvin for trial: J. Harvey Hill. Witnesses requested by prosecutor for trial: Owen Cochran, William Fort Smith, Jim Martin, Harvey Hill, Dick Gaines, and T.C. Rowe. Punishment range for offense of disturbing a congregation according to the jury charge: $25 to $100 fine, county jail time up to 30 days. Tried before A.R. Masterson, County Judge. Found guilty by jury, $25 fine.
Calvin Martin	Disturbing religious service on January 25, 1895	Grand jury did not return an indictment. Witnesses for grand jury: Owen Cochran, Mrs. Ash Smith, H.A Perry (marked through), Jim Martin, Harvey Hill, Dick Gaines, T.C. Rowe (Grand Jury minutes, June 1894-June 1898).
Charles Martin	"unlawfully . . . carry on and about his person a pistol" on January 22, 1896	Witnesses for prosecution on the affidavit for information: Jno. G. Bell, Harvey Hill, C.P. Stevens, Clint Leonard, Jno. Hopkins. Witnesses requested by prosecutor for trial: John G. Bell, Harvey Hill, C.P. Stephens, Clint Leonard, and Jno. Hopkins. Witnesses requested by Charles for trial: C.P. Stephens, Bozie Nolan, J.H. Hill, Jno H. Weems, and Ben Kelly.
Charles Martin	"go into and near a public place, to wit: a public room, over the store of Williamson and Prell, there situate, and did then and there unlawfully and willfully	Witnesses for the affidavit for information: Jno. G. Bell, Harvey Hill, C.P. Stevens, Clint Leonard, and Jno. Hopkins. Witnesses requested by Charles for trial: J. Harvey Hill,

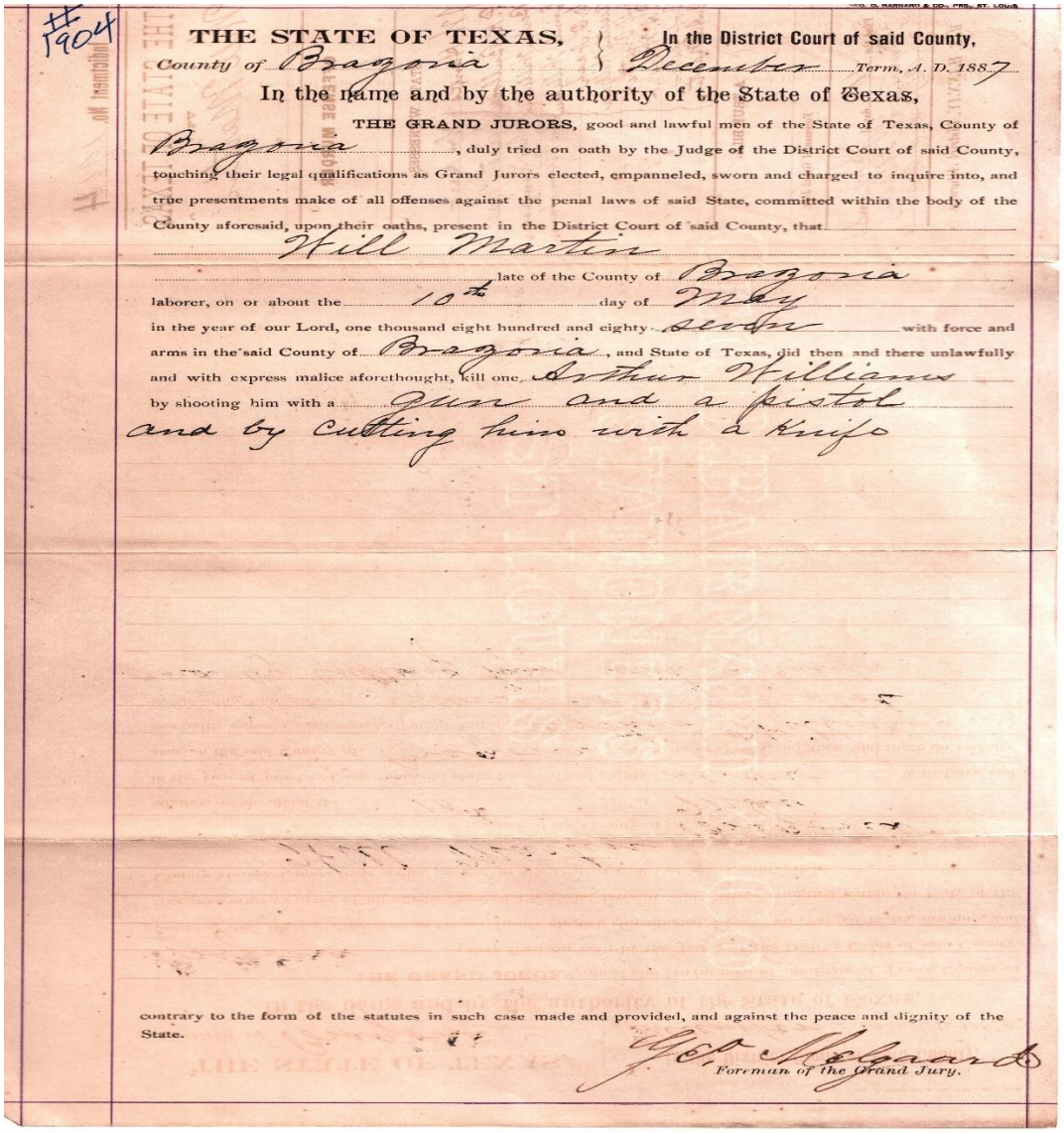
	and rudely display a pistol, in a manner calculated to disturb the inhabitants of said public place" on January 22, 1896	Ben Kelly, John H. Weems, Bozie Nolan, and C.P. Stephens. Witnesses requested by prosecutor for trial: John G. Bell, Harvey Hill, C.P. Stephens, Clint Leonard, and Jno. Hopkins.
Calvin Martin	"unlawfully discharge a gun, to wit: a Winchester rifle on and across a public street, in the town of Brazoria" on Sept. 5, 1896	Witnesses requested by prosecutor for trial: Z.J. Phillips, J.A. Donaldson, J.L. Ericson[125], and Henry Cochran.
Calvin Martin	"go into and near a public place, to wit: a public street in the town of Brazoria, there __, and did then and there rudely display a gun, to wit: a Winchester rifle" on September 5, 1896	Witnesses requested by prosecutor for trial: Z.J. Phillips, J.A. Donaldson, J.L. Ericson, and Henry Cochran.
Calvin Martin	"aggravated assault upon John McNeill by striking him on the head with a pistol" on December 23, 1897	John McNeill signed his sworn complaint with his mark "X." This is probably the same John McNeill who was likely once enslaved at the LJPSHS but who had was farming his own farm and that of C.P. McNeill in 1897. This is also probably the same John McNeill who was summoned as a witness in Brazoria County District Court No. 4333. Witness requested by prosecutor for trial: Wm. [or M or Jim] Smith
Calvin Martin	"unlawfully carry on and about his person a pistol" on December 11, 1909	8 witnesses listed on the affidavit for information, but there names are illegible. Witnesses requested by prosecutor for trial: Jno. Albrecht, Arthur Miller, Deal Creacy, Carrie Creacy, Dr. M.L. Weems, Sebastian Creacy, Mary Wilson, and Sam Gotheson.
Calvin Martin	"in a public place rudely display a pistol in a manner calculated to disturb the inhabitants of such public place" on December 15, 1909	Pleaded guilty, represented by A.E. Masterson; fined $5.00.
Will Martin	"Abusive language" on September 6, 1912 (2 charges	Witnesses requested by prosecution for trial: Randolph

[125] I do not know if I am related to J.L. Ericson.

	for the same offense)	Ballowe and Henry Toles.
Will Martin (with Arch Martin[126])	"Assault and Battery" on September 6, 1912	Witnesses requested by prosecution for trial: Randolph Ballowe and Henry Toles.

Will Martin and his co-defendant Walter Millican were indicted for the murder of Arthur Williams with a gun and a knife on May 10, 1887 (Brazoria Co. Grand Jury Minutes).

[126] Archie Martin was a successive-generation Martin descendant. He was charged with the offense of unlawfully carrying a pistol on June 12, 1911, and witnesses requested by the prosecution were: Simon Wright, Jerre Johnson, Jeff Mack, Isaac Holmes, and William Sibley. Out of the same episode on the same day, Archie Martin was charged with "in and upon Simon Wright, with a pistol, the same then and there being a deadly weapon, commit[ing] an aggravated assault, and did then and there, with said deadly weapon, shoot the said Simon Wright" (on June 12, 1911). On April 2, 1912, Archie pleaded guilty to a reduced charge of assault and was fined $5.00. He was represented by A.E. Masterson. Perhaps this episode is the one recalled to Cooper by a Jordan descendant.



#1904

THE STATE OF TEXAS, } In the District Court of said County,
County of Brazoria } December Term, A. D. 1887

In the name and by the authority of the State of Texas,

THE GRAND JURORS, good and lawful men of the State of Texas, County of Brazoria, duly tried on oath by the Judge of the District Court of said County, touching their legal qualifications as Grand Jurors elected, empanneled, sworn and charged to inquire into, and true presentments make of all offenses against the penal laws of said State, committed within the body of the County aforesaid, upon their oaths, present in the District Court of said County, that

Will Martin

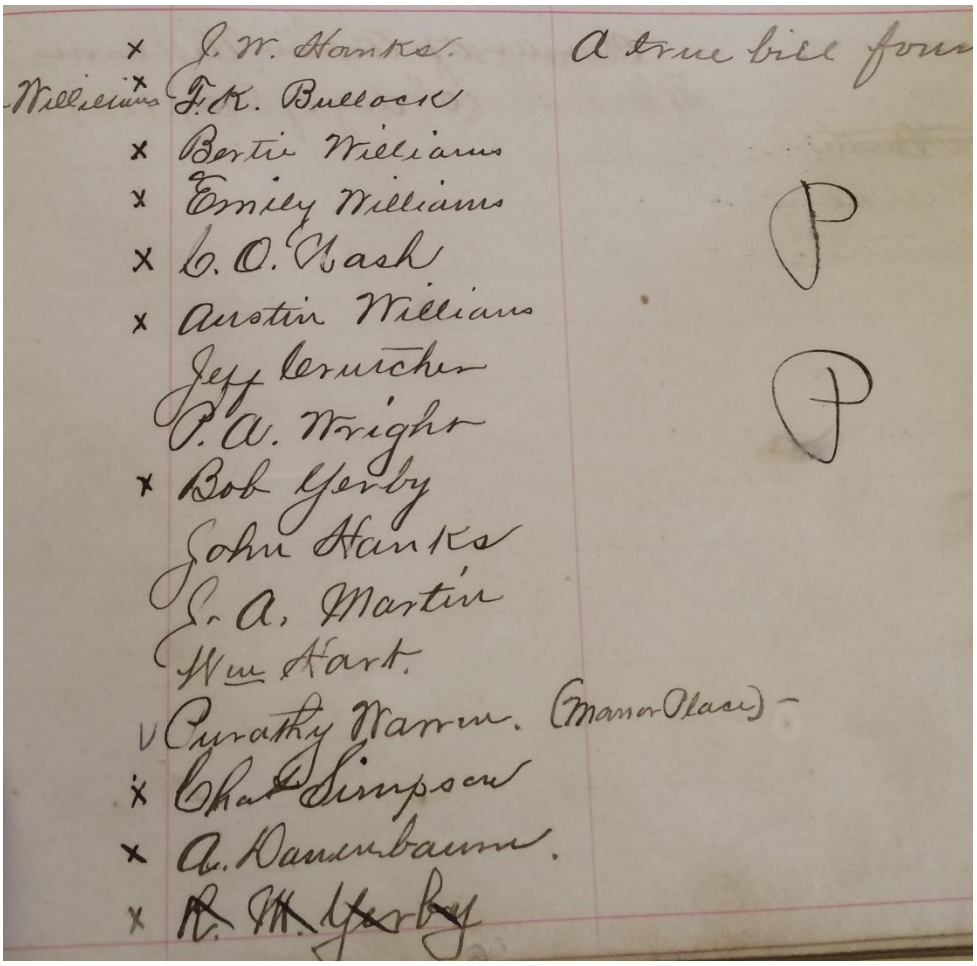
late of the County of Brazoria laborer, on or about the 10th day of May in the year of our Lord, one thousand eight hundred and eighty seven with force and arms in the said County of Brazoria, and State of Texas, did then and there unlawfully and with express malice aforethought, kill one Arthur Williams by shooting him with a gun and a pistol and by cutting him with a knife

contrary to the form of the statutes in such case made and provided, and against the peace and dignity of the State.

Geo. Melgaard
Foreman of the Grand Jury.

Indictment, Will Martin, Case No. 1904 (Case file, Brazoria County Historical Musem).

Witnesses recorded at grand jury were J.W. Hanks, F.K. Bullock, Bertie Williams, Emily Williams, C.O. Nash, Austin Williams, Jeff Crutcher, P.A. (corrected to J.P.) Wright, Bob Yerby, J.A. Martin, Wm. Hart, Purathy Warren (Manor Place), Chas. Simpson, A. Dannenbaum:



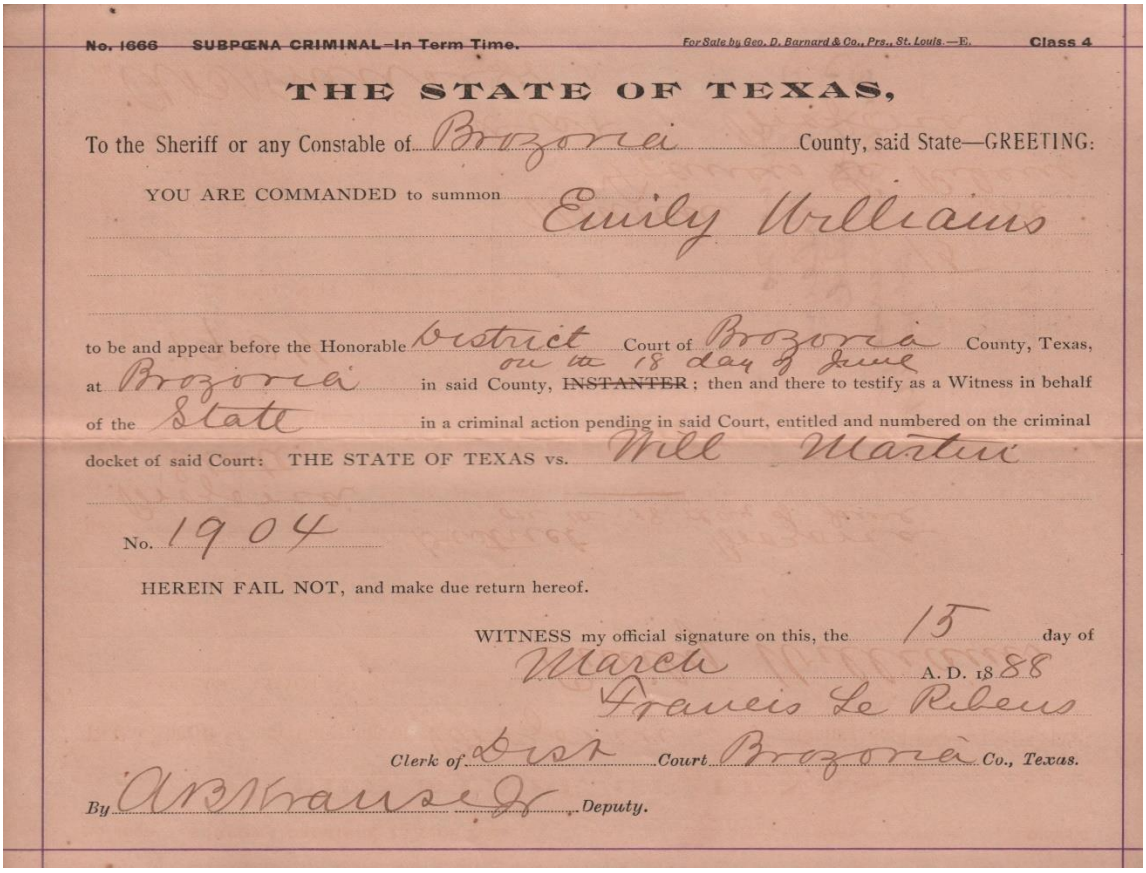
Witnesses recorded in the Grand Jury Minutes who may have testified about the murder of Arthur Williams. The last name listed (R.M. Yerby)—with lines through it—is a repetition of the same name earlier in the list (Bob Yerby)(Grand Jury Minutes, Courtesy of the Brazoria County Historical Museum).

Will Martin's indictment was returned by the grand jury in December 1887, and it was filed on January 10, 1888, as Cause No. 1904. He was arrested on January 10, 1888, on a capias issued by the district clerk on January 10, 1888, and the file contains a writ of habeas corpus filed on January 11 to be heard on heard on January 12, one which date he probably made bond.

Arthur Williams was an African American man. He is not on the 1866 list of laborers at the LJPSHS, nor is he listed in the vicinity of the LJPSHS in the 1870 or 1880 census records.[127]

[127] A writ of execution in favor of R.H. Stanger seized 15 bales of cotton from a man named Arthur Williams in December 1885 is a case involving a debtor who pledged his half interest in Arthur Williams' cotton and some stock

He married Emma Phelps in 1874 (Brazoria Co. Marriage Records). Emma Phelps Williams is probably the same person called Emily Williams in the subpoena for the case:



No. 1666 SUBPŒNA CRIMINAL—In Term Time. For Sale by Geo. D. Barnard & Co., Prs., St. Louis.—E. Class 4

THE STATE OF TEXAS,

To the Sheriff or any Constable of Brazoria County, said State—GREETING:

YOU ARE COMMANDED to summon Emily Williams

to be and appear before the Honorable district Court of Brazoria County, Texas, on the 18 day of June at Brazoria in said County, ~~INSTANTER~~; then and there to testify as a Witness in behalf of the State in a criminal action pending in said Court, entitled and numbered on the criminal docket of said Court: THE STATE OF TEXAS vs. Will Martin

No. 1904

HEREIN FAIL NOT, and make due return hereof.

WITNESS my official signature on this, the 15 day of March A. D. 1888

Francis Le Ribeus

Clerk of Dist Court Brazoria Co., Texas.

By [illegible] Deputy.

Subpoena for Emily Williams, *State* v. *Will Martin,* Case No. 1904 (Case file, Brazoria County Historical Musem).

On May 14, 1887, under the headline of "A Shocking Murder: A Negro Called from his Work to Ambush is Shot to Death," the conservative Galveston Daily News reported from Columbia:

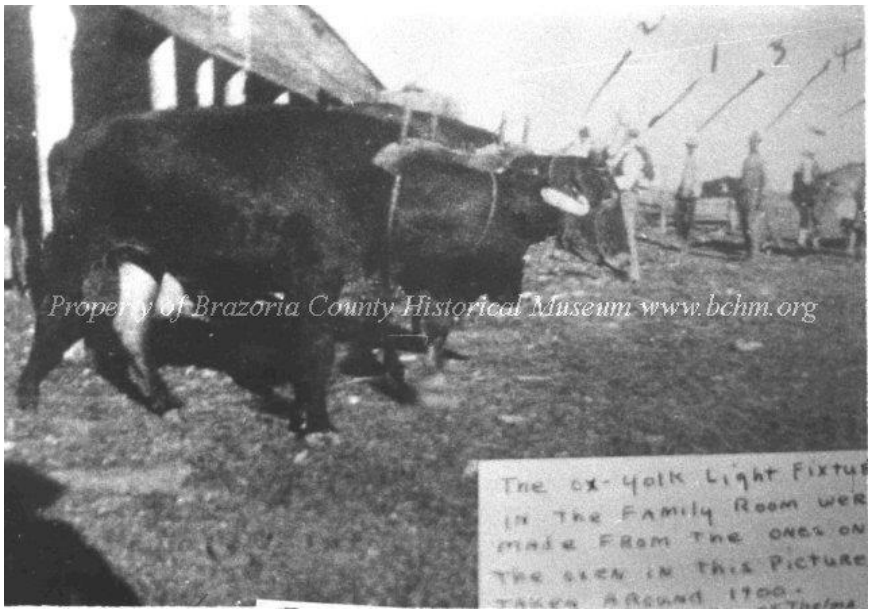
> On Monday last a shocking murder was committed near here. A colored man named Arthur Williams, while plowing in his field, was called to the woods outside the field by some unknown party and killed. His team standing for a long time by itself attracted attention, and search was made for him. When found he was dead, having two bullet-

in exchange for $717.14 loaned to Mitchell Brown (Brazoria Co. Dist. Ct. No. 4123). The cotton was growing on the Ward Plantation, which was located on Oyster Creek—in Brazoria County but not near the LJPSHS.

holes through his body. There is no clew [sic] to the murderer, and no cause assigned for the murder, as Williams had always been looked upon as a quiet and inoffensive man.

This murder was committed on historic ground, at what is known as Battle Island, where a duel was fought between Colonel William T. Austin and General John A. Wharton (Galveston Daily News, May 4, 1875).

Battle Island is about 10 miles north of West Columbia (about 25 miles away from the LJPSHS) (Creighton 1975:86). A ranch had been established there in 1864[128]; the "island" was actually a "mott" of trees in the prairie, and its name came from a duel fought there between William T. Austin and John A. Wharton (Creighton 1975:86). At the time, Williams had a contract with Smith Bros. in the record of chattel mortgages.

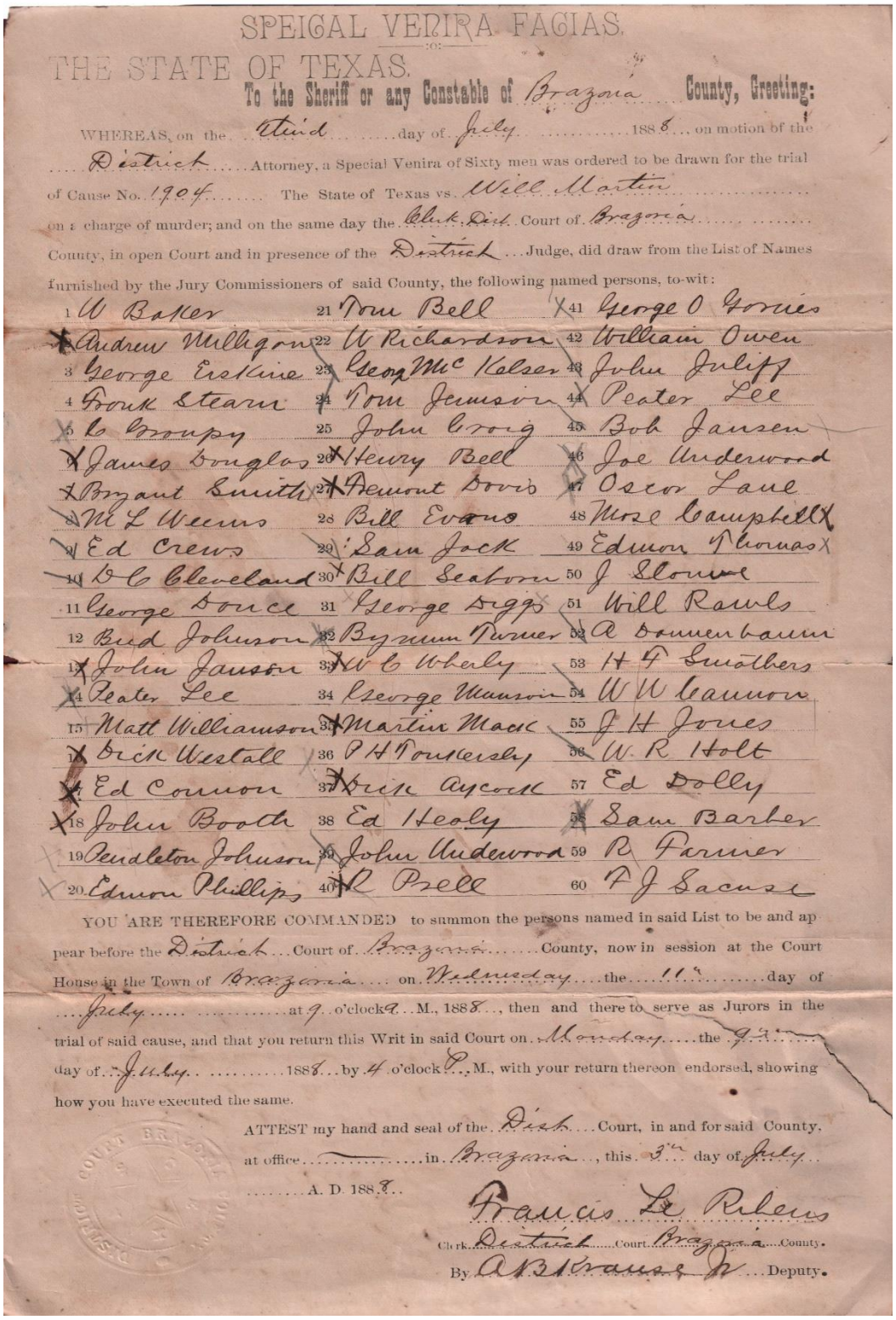


Yoke of oxen at Battle Island Ranch in 1900 (With permission of Brazoria County Historical Museum, 1986.037p.0005, J.G. Phillips, Jr., Collection).

Sixty potential jurors were summoned specifically for Martin's trial in Case No. 1904. Members of the jury pool included Pendleton Johnson, Martin Mack, Matt Williamson, Dick

[128] The ranch remained in the hands of the same family in 1988 (Hillinger 1988).

Westall, D.C. Cleveland, R. Prell, A. Dannenbaum, John Booth, George Diggs, and Mose Campbell. The jury pool included both white and black potential jurors (i.e., Martin Mack and Pendleton Johnson):



SPEICAL VENIRA FACIAS.

THE STATE OF TEXAS.

To the Sheriff or any Constable of Brazoria County, Greeting:

WHEREAS, on the third day of July 1888, on motion of the District Attorney, a Special Venira of Sixty men was ordered to be drawn for the trial of Cause No. 1904 The State of Texas vs. Will Martin on a charge of murder; and on the same day the Clerk, Dist. Court of Brazoria County, in open Court and in presence of the District Judge, did draw from the List of Names furnished by the Jury Commissioners of said County, the following named persons, to-wit:

1	W Baker	21	Tom Bell	41	George O Gomes
2	Andrew Millegon	22	W Richardson	42	William Owen
3	George Erskine	23	Geo McC Kelsey	43	John Juliff
4	Frank Stearn	24	Tom Jemison	44	Peater Lee
5	L Groupy	25	John Craig	45	Bob Jansen
6	James Douglas	26	Henry Bell	46	Joe Underwood
7	Bryant Smith	27	Dewont Davis	47	Oscar Lane
8	M L Weems	28	Bill Evans	48	Moze Campbell
9	Ed Crews	29	Sam Jack	49	Edmon Thomas
10	D C Cleveland	30	Bill Seaborn	50	J Slowe
11	George Bonce	31	George Biggs	51	Will Rawls
12	Bud Johnson	32	Bynum Turner	52	A Sonnenbaum
13	John Jauson	33	W C Wherly	53	H F Smothers
14	Peater Lee	34	George Munson	54	W W Seamon
15	Matt Williamson	35	Martin Mack	55	J H Jones
16	Dick Westall	36	P H Townsley	56	W. R Holt
17	Ed Connon	37	Dick Aycock	57	Ed Dolly
18	John Booth	38	Ed Healy	58	Sam Barber
19	Pendleton Johnson	39	John Underwood	59	R Farmer
20	Edmon Phillips	40	R Prell	60	F J Sacuse

YOU ARE THEREFORE COMMANDED to summon the persons named in said List to be and appear before the District Court of Brazoria County, now in session at the Court House in the Town of Brazoria on Wednesday the 11th day of July at 9 o'clock A. M., 1888, then and there to serve as Jurors in the trial of said cause, and that you return this Writ in said Court on Monday the 23rd day of July 1888 by 4 o'clock P. M., with your return thereon endorsed, showing how you have executed the same.

ATTEST my hand and seal of the Dist. Court, in and for said County, at office in Brazoria, this 3rd day of July A. D. 1888.

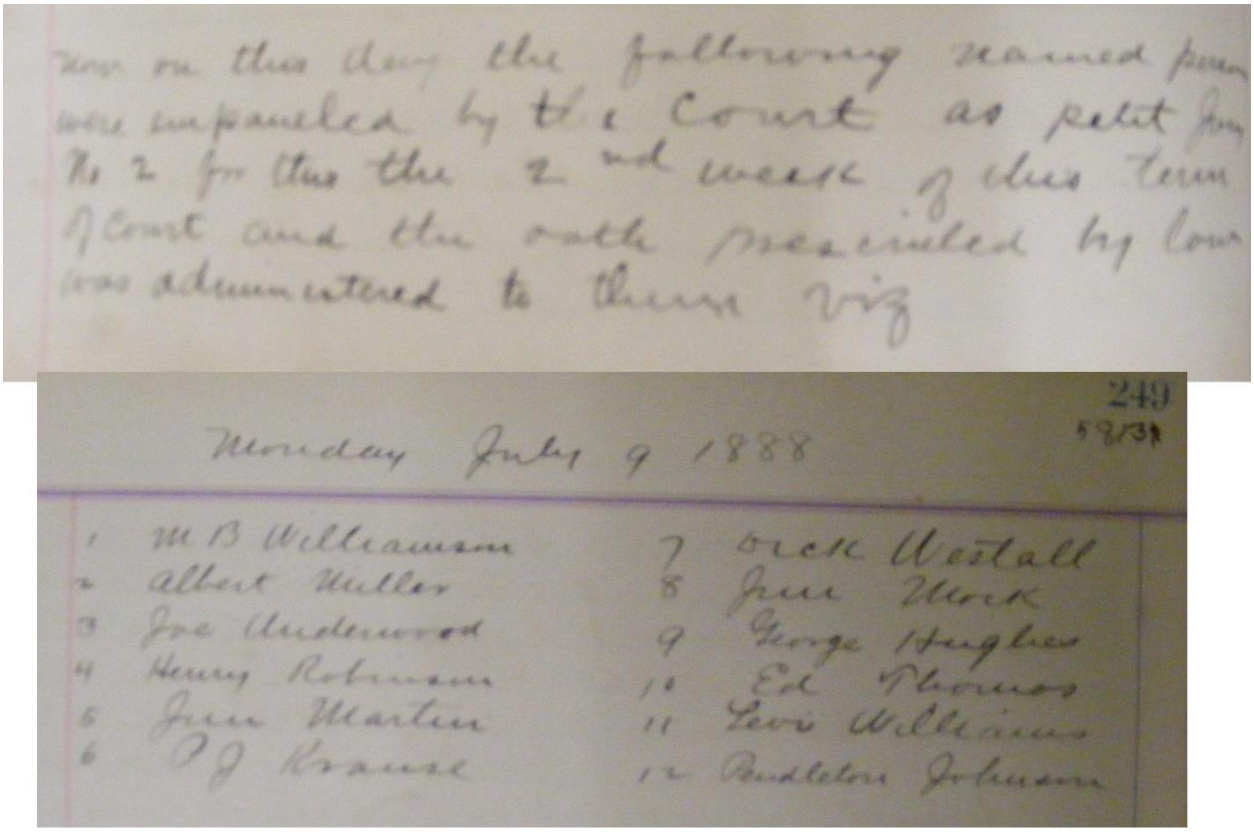
Francis Le Rulens

Clerk District Court Brazoria County.

By A B Krause Jr. Deputy.

Jury Pool List, *State* v. *Will Martin*, Case No. 1904 (Case file, Brazoria County Historical Musem).

The jury selected included at least one of the African American members of the jury pool—Pendleton Johnson.



now on this day the following named persons were empaneled by the Court as petit jury No 2 for this the 2nd week of this term of Court and the oath prescribed by law was administered to them viz

249

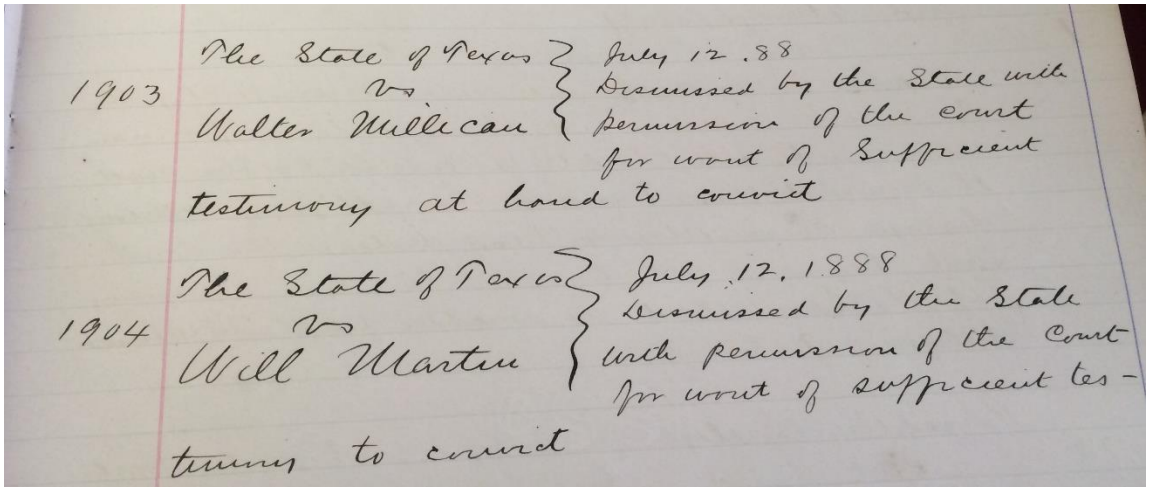
Monday July 9 1888

1	M B Williamson	7	Dick Westall
2	Albert Miller	8	Jno Mock
3	Joe Underwood	9	George Hughes
4	Henry Robinson	10	Ed Thomas
5	Jno Martin	11	Lewis Williams
6	P J Krause	12	Pendleton Johnson

Jury selected for cases to be heard during the week of July 9, 1888, including at least one African American (Pendleton Johnson) (District Court Minutes, Courtesy of the Brazoria County Historical Museum).

The trial was first scheduled for January 1888, but was reset to June 1888, and again to July 1888, the latter date to accommodate an Instanter request by Sheriff M.J. Hickey for witness Charles Winstead. Witnesses subpoenaed by the state were Austin Williams, A. Dannenbaum (who had also been called for jury duty on the case), C.O. Nash, Chas. Simpson, J.W. Houks, and F.K. Bullock. Witnesses subpoenaed by Will Martin were A. Dannenbaum, Austin

Williams, Bertie Williams, Jim Martin, Frank K. Bullock, and Wm. Hart who had been unavailable in June 1888 because he lived in Beaumont (Case Records 1904).


1903 The State of Texas vs. Walter Millican } July 12. 88 Dismissed by the State with permission of the court for want of Suppicient testimony at hand to convict

1904 The State of Texas vs Will Martin } July 12. 1888 Dismissed by the State with permission of the court for want of suppicient testimony to convict

Dismissal of Case No. 1903 and 1904 for "want of sufficient testimony to convict." (Brazoria Co. Dist. Ct. Minutes, Brazoria County Historical Museum)

Despite all of the activity described above, the case was dismissed on July 12, 1888, "for want of sufficient testimony to convict" (Case Records 1904). It is unknown why the district attorney determined there was not enough evidence to go to trial. If I were to try to figure out how this happened, I would start with Harris Masterson, based on the pattern observed thus far.

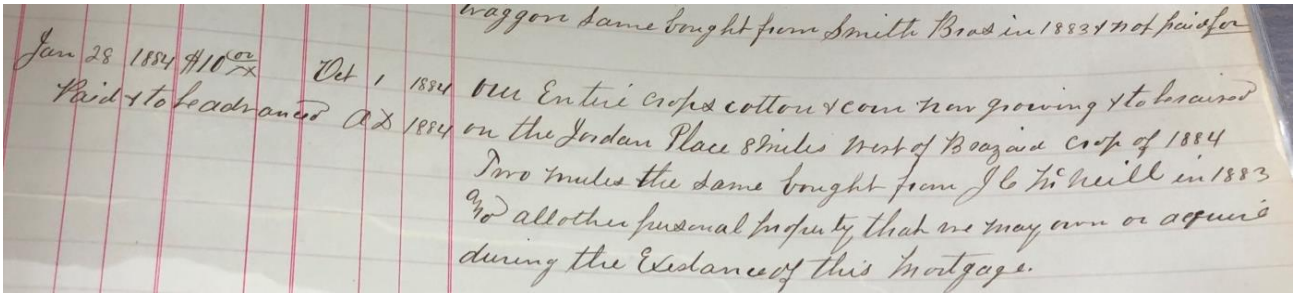
Section Five: Records of Chattel Mortgages and Crop Liens

Among other factors, "the existence of the chattel mortgages" has been identified as a cause for abandonment: "The unique archaeological site was created because the only legal way for members of the community to get away from the Martin Boys (as well as their debt) was to leave all of their personal property behind in their cabins" (Brown 2013: Ch.7, p. 2). According to the abandonment narrative, the creditor-debtor relationship between the former occupants of the Quarters and the Martin brothers had certain characteristics:

> In Brazoria County, African American [debtors] were required to put up collateral. This collateral included not only the crops they were raising, but all of their personal property as well. If a debt was not satisfied, the mortgage holder could claim all of the personal property necessary to clear the debt. Historical evidence demonstrates that a large number of the families who resided within the Jordan community carried chattel mortgages, some even held by the Martin brothers. If any of these families had wanted to leave, for any reason, while still in debt, they would have had to (quoting the mortgage language) forfeit "everything they owned" (Barnes 1998; 1999)[], or had acquired during the period of the debt (Brown 2013:Ch. 1, p. 33-34)(footnote linking to webarchaeology.com omitted).

The passage above relies on Barnes' thesis and the excerpts from her work on webarchaeology.com, where she described Brown's review of the chattel mortgage records maintained by the Brazoria County Clerk which he synthesized with federal census records from 1850-1880 (*see* Barnes 1999). She explained that Brown reviewed five volumes of records of chattel mortgage, found entries related to the names found on the plantation ledgers, and found "marked differences in the terms" given to black and white chattel mortgagees (Barnes 1999:31-32). She wrote that he found disparate terms for black and white mortgages:

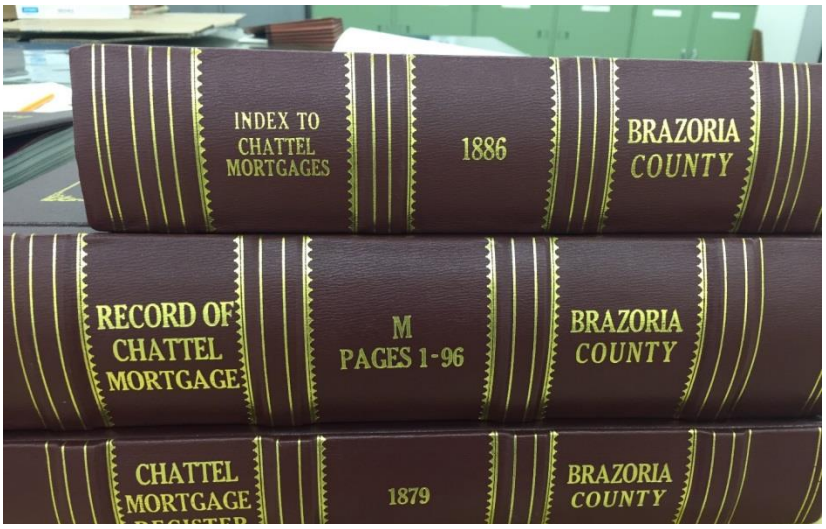
> First, a description of a typical chattel mortgage given to African American grantees is in order. On January 28, 1884 (Book B:11), John and Jeff Greenwood, two Jordan plantation residents, borrowed $10.00 from the Smith Brothers, plus advances from their store. The collateral given to secure the loan is stated: 'our entire crop of corn and cotton now growing on the Jordan Place 8 miles west of Brazoria, crop of 1884. Also two mules bought from J.C. McNeill and all other personal property that we own or may acquire during the existence of the mortgage' (Book B 12) (Barnes 1999:32).



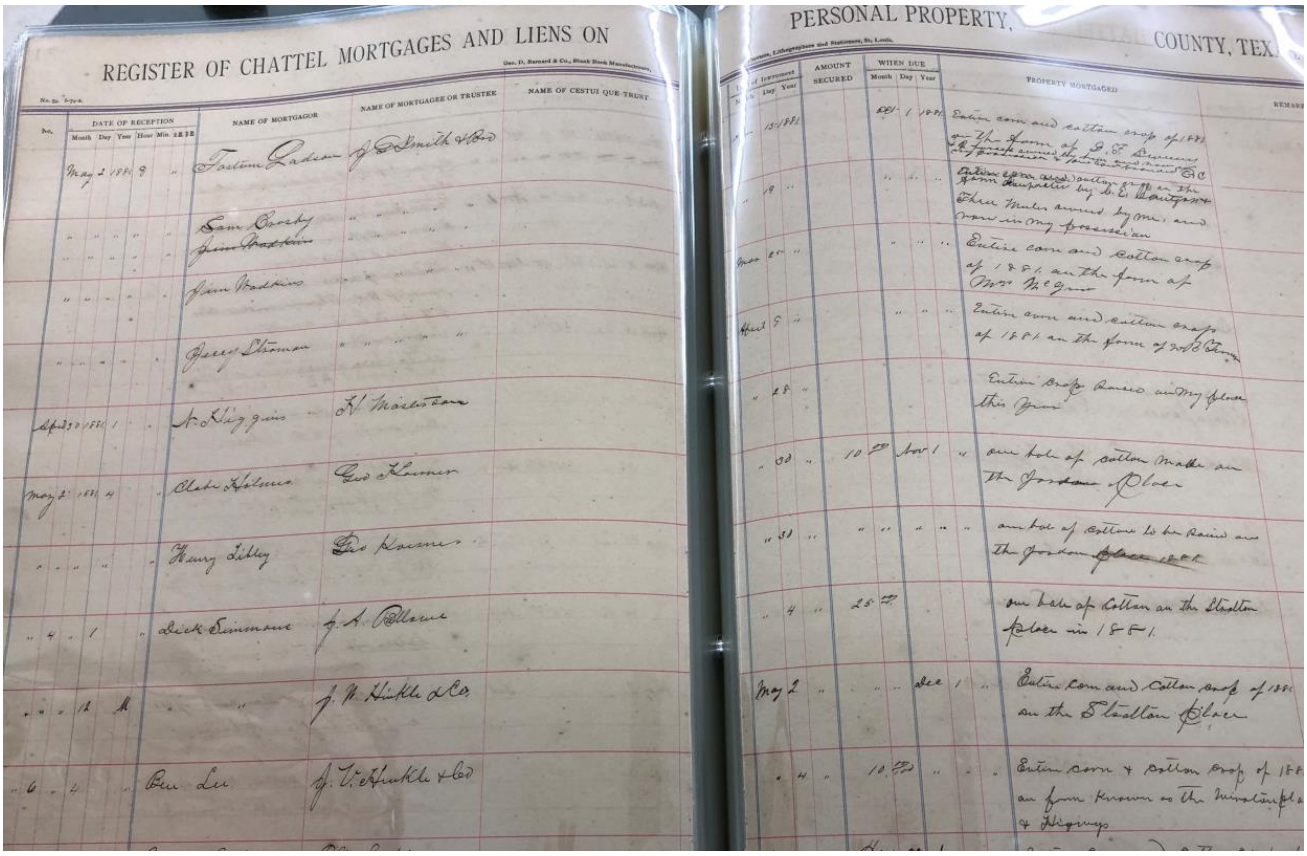
John Greenwood's February 1884 entry (Brazoria Co. Records of Chattel Mortgages). Note that the mortgage is between Greenwood and J.C. McNeill, not the Martin brothers.

Since they were first reviewed by Brown in the 1990s, the Brazoria County records of chattel mortgage have been de-acidified and bound in archival volumes. Dozens of volumes exist and cover a time period from the late 1870s into the mid-1900s. Although the content is related to activity on real property (i.e., farming of the land), the purpose of these volumes was to record contracts between private parties related to moveable or personal property, such as mules or crops.

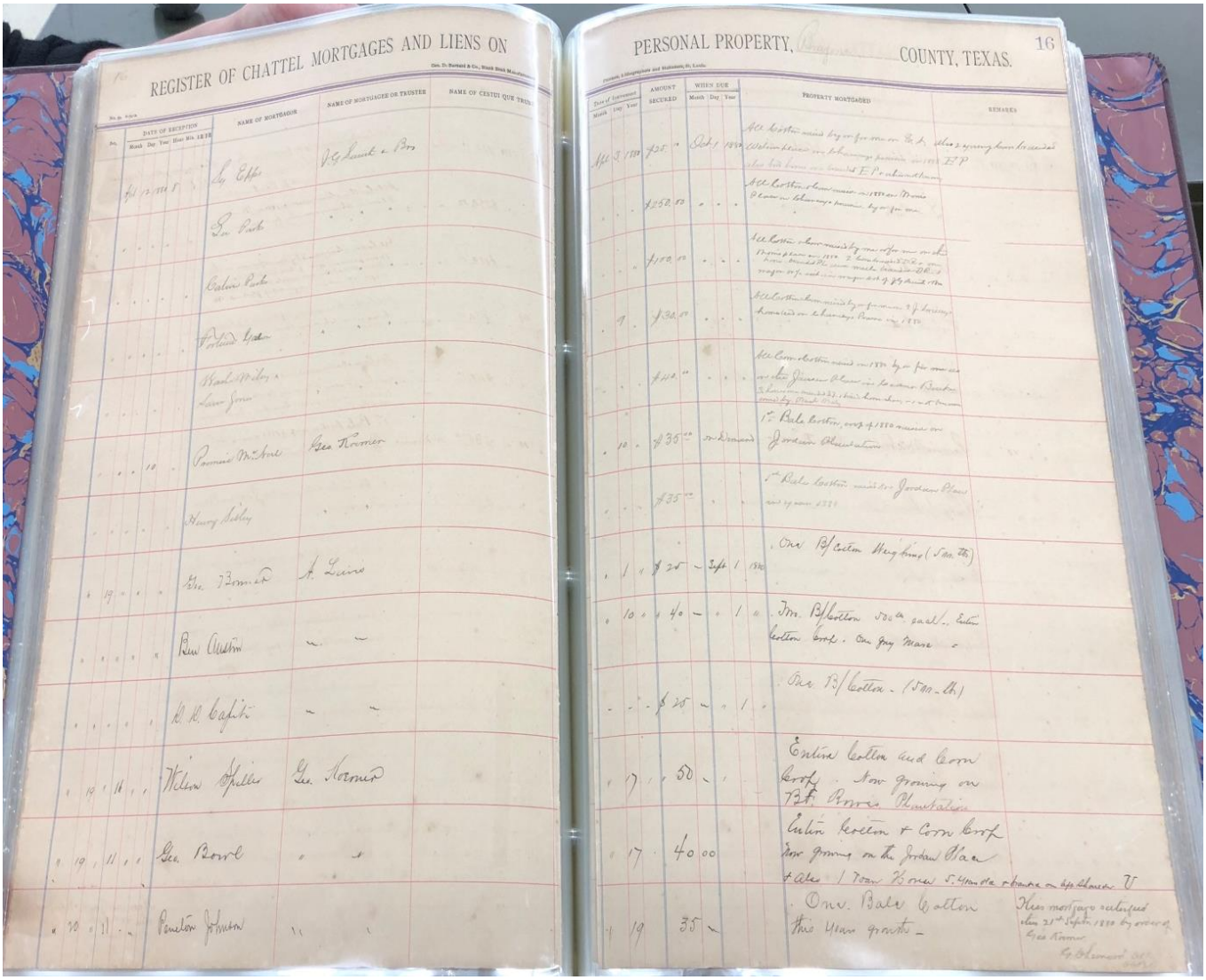
A crop lien is a mortgage of future crops (pledge) in exchange for value or cash received. They were recorded in the chattel mortgage volumes because a crop lien existed independently of the land upon which the crops grew, and the collateral that formed the basis of the credit transaction was separable from the land like other chattels such as horses, mules, wagons, and other personal property (Wolkoff 2017:150). In the event of competing creditors, a recorded mortgage would be honored by the court before a verbal one, and the earlier recorded of two written mortgages would be honored before the later one (Wolkoff 2017:149-150).



Chattel Mortgage records volumes in use during this project, 2017 (Photograph by T. Picard).



Brazoria County 1879 Register of Chattel Mortgages and Liens on Personal Property (Photograph by T. Picard).



Brazoria County 1880 Register of Chattel Mortgages and Liens on Personal Property (Photograph by T. Picard).

Across the United States between 1867 and 1920, state legislatures adopted the crop lien law to promote agricultural development and meet a cash-poor economy's demand for credit (Wolkoff 2017:146). "Although some Republicans continued to push for land redistribution in slavery's aftermath, most conceded that 'self-possession,' rather than property ownership, would both protect the freedpeople's citizenship and sustain a functioning export market in cash crops (Wolkoff 2017:146). However, "because most agricultural workers did not control the means of production--land, mules, and the fertilizers necessary to draw cotton out of leached soils--they

needed credit to establish independent households and grapple with the "long pay" endemic to commercial agriculture" (Wolkoff 2017:146).

The relationship of the debts recorded in the chattel mortgage records to the abandonment hypothesis was tested by examining chattel mortgage records from a date after the proposed year of abandonment. I selected records from the growing season of 1897 for two reasons. First, it is after any of the previous years identified for the abandonment. Second, it is the first growing season after a major political shift in Brazoria County which resulted in the establishment of the White Primary.

Chattel Mortgages in Brazoria County in 1897

First, I conducted a trial analysis of the records for the growing season of 1897 (February to December). An initial survey of the records for this time period as well as three other similar time periods indicates that most chattel mortgages were executed to obtain value from merchants (not plantation owners) in exchange for pledges of crops harvested from a third-party's land. Sometimes the land used to raise the crops pledged as collateral for the value received are identified as the borrowers' own or that of a family member. In these instances, land identified by the borrower as their own in the contract recorded in the chattel mortgage record could be used to inform the chain of possession of land when the chain of title might not have been formally recorded, such as in the case of adverse possession (squatting).

To begin, Record Book H was transcribed from the original. Although it contains records from both 1897 and 1898, records from only 1897 were selected. The data chosen from Book H is both a census and a sample. It is a census of the records of the spring growing season on 1897 because it includes all data entries in Book H. It can also be assumed to be a sample of the actual

transactions for credit involving crops during the same time period—it is likely that at least one if not more transactions conducted were not recorded in Book H. Thus, the collection of data can be analyzed as either a census unit of collection or a probabilistic unit of collection.

Variables were created to reflect the major patterns of the data. The records in the book are arranged by debtor name, and the first variable chosen was the name of the debtor as recorded in Book H, which served as a reference point and allowed me to connect the SPSS data directly to the original data.

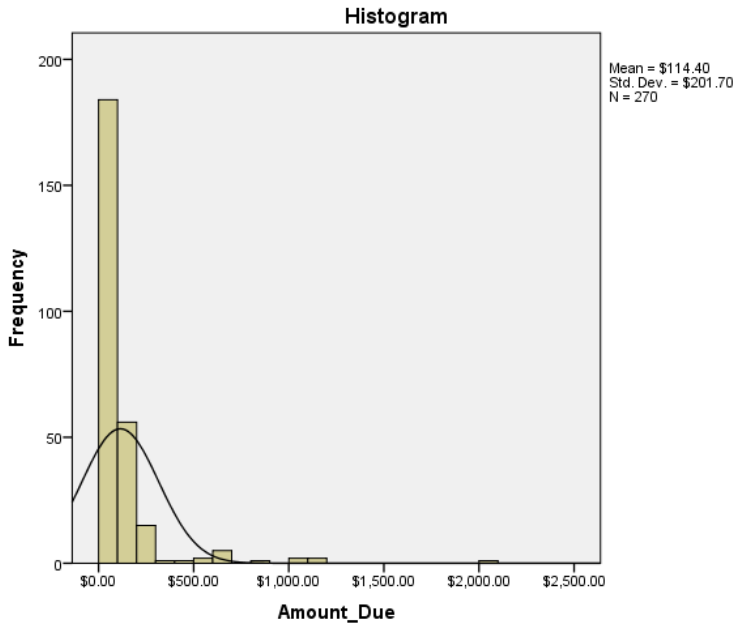
The next variable was the name of the lender/creditor. Because there were multiple debtors for single creditors, this variable's results could be graphically represented. As a categorical variable, the mode is the best measure of central tendency. More consistency in spelling and format of creditor names were observed, indicating that creditors are most likely the author of the entries in the record book. Variations in style of wording and penmanship support this deduction. The greater consistency works well with using the mode as a measure of central tendency.

For this variable, the mode function of SPSS boiled the 271 entries into a picture of lending power concentrated in the hands of a small number of lenders. By far, JG Smith & Bros. held most of the debts. The same business is identified in the records as "JG Smith & Bro", JG Smith & Bros," "TL Smith & Bro", and "Smith Bros." Combining all data entries found within this variable adds up to 120. Thus, Smith Bros. controlled 120 out of 271 debtor transactions—roughly 45 percent of all debts created during the spring 1897 growing season. A member of Smith Bros., T.L. Smith, led the creation of the Taxpayers' Union in Brazoria County in 1897. Smith Bros. was a mercantile business in operation before the Civil War (T.L. Smith joined the family business after the Civil War). Thus, these merchants seem to have retained their pre-war

economic power, and their access to credit and ability to grant credit established them as a post-war economic *and* political powerhouse.

Dr. H. Campbell and R.H. Stanger tie for the next most common lenders with 18 issuances of credit/debt each. R.H. Stanger is the brother of R.S. Stanger who managed the LJPSHS before Emancipation and rented it afterward; R.H. Stanger partnered with Ed Delaney to operate Stanger & Delaney at Magnolia.. Again, neither appear to have been independent antebellum planters. J.V. Hinkle held 6 debts. Hinkle formed a merchant business with C.P. McNeill, a Levi Jordan descendant. Among the non-antebellum planters whose frequent loans are identified by the mode is Charles Brown. A formerly enslaved person, Charles Brown owned 3,400 acres at his death in 1920 (Powers 1994:169).

The next variable was the amount of credit/money/value given by the creditor to the debtor. The nature of the value is not specified in the original records. It is simply noted as "amount due." This variable is a continuous ratio variable because it is constructed as a number with decimals. In the original record, occasionally two amounts would be written for one entry; in these instances, I added the amounts and entered the total amount into SPSS.



The amount due variable was a ratio variable for which measure of central tendency is the mean (average). The mean amount due was $114.40. The standard deviation is the average deviation from the mean. For this data, the standard deviation statistic was $201.70. The amount due variable is biased by outlier values, and it is skewed to the point of a non-normal distribution.

Two variables may be correlated if they are both ratio variables. The amount due is a ratio variable, and the acres of cotton and acres of corn are also ratio variables. They are eligible to be explored by correlation. Correlation is not causality. Thus, even if correlation is observed, the reason for the correlation must be investigated. Correlation reveals whether a linear relationship exists between two variables. Pearson's r is the basic statistical measurement of correlation, but it depends upon a normally-distributed relationship.

Correlations

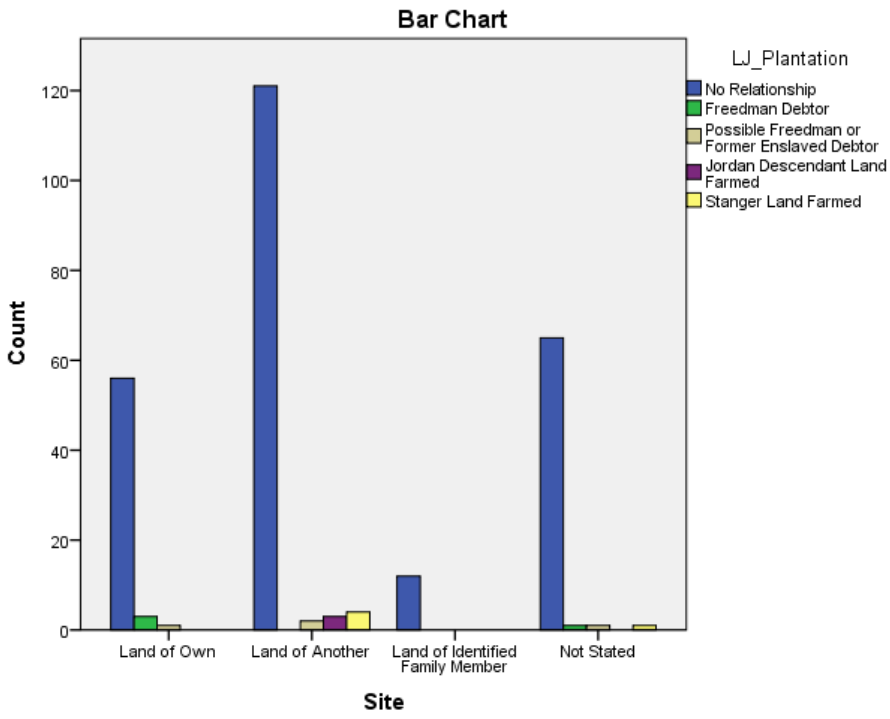
		Amount_Due	Acres_Cotton
Amount_Due	Pearson Correlation	1	.180**

	Sig. (2-tailed)		.003
	N	270	268
Acres_Cotton	Pearson Correlation	.180**	1
	Sig. (2-tailed)	.003	
	N	268	268

**. Correlation is significant at the 0.01 level (2-tailed).

There appears to be a perfect positive correlation between amount due and acres of cotton (+1). Acres of cotton appears to be a weak correlation to amount due (0.180). Because of the bias in the distribution of the underlying data indicates that the amount due variable does to meet normality assumptions, correlation was also measured with Spearman's R:

The location where crops were to be grown is labeled the "Site" variable. It is a categorical variable broken down into four possible choices. 1 is land of the debtor's own; 2 is land of another; 3 represents land of an identified family member of the debtor; and 4 means that the land used by the debtor was not identified in the recorded transaction. Most often, the last option (4) was observed when the debtor pledged something other than crops to the creditor.



The next variable was used to attempt to quantify the relationship of the parties to the LJPSHS. There were six possible choices. 1 represented no relationship; 2 was entered when the debtor was determined to be a member of the former enslaved community. This determination relied on the Levi Jordan Plantation website and the family histories/genealogies presented there. A value of 3 represented a possible member of the freedmen's community—the possibility arose from shared family name or other connections to the Levi Jordan Plantation. A value of 4 was used when a Levi Jordan descendant was the debtor; a value of 5 was used when the land farmed belonged to a Levi Jordan descendant; and a value of 6 was used when the land farmed belonged to the brother of the former overseer at the plantation, R. Stanger. These are categorical/nominal variables. Where more than one debtor was listed in the original record, I selected only one to which to apply this variable.

The next variables were discrete ratio variables. For each debtor, the number of acres of corn, cotton, and cane pledged was entered. Likewise, variables for the number of horses

(males), mares, mules, cattle, and cotton bales were discrete ratio variables. Included in the number of horses, mares, mules, and cattle were young or unborn stock, which were often recorded in the original records as "offspring" or "colt" or "filly". These young stock were infrequently referenced, and treating them as adults kept the variables from becoming too unwieldy. Entry of the number of acres of cotton pledged was not possible when the record was vague. For instance, Preston McBeth pledged "my entire crop of cotton" but did not describe the number of acres he was cultivating. In these cases, the number of acres of cotton was entered as 0.

The least informative variable was the "Other Property" variable. It is a marginally ordinal variable divided into two options: yes or no. Most often, the other property pledged in the record was a wagon or tack, but the manner in which the variable has been created does not allow for the nature of the property to be specified. One entry in the record for what appears to be the entire stock of a store was entered into SPSS as "other property." Another common record that was entered as "other property" was that referred to in the original by the phrase "other produce," presumably a reference to agricultural produce.

Finally, the relationship of the debtor to the Levi Jordan plantation variable was observed for association with the site farmed variable. Both variables are categorical variables. Chi square, which only deals with counts within a category was used even though it assumes equal distribution. Lambda was also used.

Site * LJ_Plantation Crosstabulation

Count

	LJ_Plantation				
	No Relationship	Freedman Debtor	Possible Freedman or Former Enslaved Debtor	Jordan Descendant Land Farmed	Stanger Land Farmed	Total

Site	Land of Own	56	3	1	0	0	60
	Land of Another	121	0	2	3	4	130
	Land of Identified Family Member	12	0	0	0	0	12
	Not Stated	65	1	1	0	1	68
Total		254	4	4	3	5	270

In addition to the statistical review above, I also reviewed all mortgages recorded in the same source, Brazoria County Record of Chattel Mortgage, Book H, Pages 108-245. Book H contains over 650 complete entries. The date of recording for the first complete record is February 16, 1897, and March 5, 1898, is the date of recording for the last complete entry. This purpose of this review was three-fold: (1) to look for mortgages which required debtors to pledge all current and future personal property, as described by Barnes above, (2) identify farm activity on properties owned by Jordan descendants; and (3) identify records for John McNeill and Promise McNeill.

All Other Personal Property That We Own or May Acquire During the Existence of the Mortgage

Above, Brown's citation of Barnes included (generally) a passage where Barnes wrote of a chattel mortgage which required the debtor to pledge all current and future personal property ("all other personal property that we own or may acquire during the existence of the mortgage" (Brown 2013:Ch. 1, p. 33-34; Barnes 1999:32)[129] (This term has also been phrased "all that I

[129] In the 2013 Technical Report is the following:

> In Brazoria County, African American creditors were required to put up collateral. This collateral included not only the crops they were raising, but all of their personal property as well. If a debt was not satisfied, the mortgage holder could claim all of the personal property necessary to clear the debt. Historical evidence

own or shall acquire" (Rice 2010)). This term was not used in any entries in Book H Pages 108-265. Instead, all of the over 650 entries show that the debtor pledged only their crops and livestock—there was no pledge of current and future personal property, including for debtors who have a known association with the LJPSHS who may have been former slaves or their descendants.

To determine whether the absence of the language requiring debtors to pledge all current and future personal property was limited to the time period covered in Book H Pages 108-265. I reviewed Book C Pages 122-239, which covered the time period between April 1885 and June 1886. Book C Pages 122-239 has around 600 complete entries. There were five entries with language similar that that referenced by Brown via Barnes.[130] They are:

Lender Date Recorded Borrower	Amount	Language
Blandford, Hillary 4.25.1887 Smith Bro.	$133.45 on open account; and note due for $35.00.	"My crop not less than 12 acres in cotton 10 acres in corn 3 acres in other produce all personal property mortgaged by me to said Smith Bro in 1885 & 1886, for full description of same reference is made to said mortgage of 1885, 1886, **together with any & all personal now owned or may own during the existence of this mortgage**. This mortgage is to include and cover any and all crops raised by, through or under me during the year 1887. The above crops are those raised on place where I now live. Also one lot No. 8 sold by me to Smith & Bro."
Brown, Sam 3.24.1887 Smith Bros.	$16.25	**"Any and all personal property now own or may own during the existence of this mortgage**. And all crops raised by or under me during the year 1887."

demonstrates that a large number of the families who resided within the Jordan community carried chattel mortgages, some even held by the Martin brothers. If any of these families had wanted to leave, for any reason, while still in debt, they would have had to (quoting the mortgage language) forfeit "everything they owned" (Barnes 1998; 1999) , or had acquired during the period of the debt. (Brown 2013:Ch. 1, p. 33-34).

[130] I have added punctuation such as commas to these quoted sections, particularly where items were listed in sequence in the original without them. Where a cattle brand is replica with normal keyboard options, I have included it; otherwise I have used "[]" to indicate the missing text.

Dent, Henry & Dennis 5.14.1886 Smith Bros.	$20 & advances	"All crops to be raised by said mortgagor [Henry & Dennis Dent] during the year AD1886 on the farm of C. Ahlbrecht in Brazoria County, Texas, & one mile south of Brazoria; **and any and all personal property that we may own during the existence of this mortgage.** This mortgage includes all crops raised by, through, or under mortgagors, after payment of open acct for $20.00 this mortgage is to be as security for a certain note of Henry Dent's given to Smith Bros."
Greenwood, John 8.24.1885 Smith Bros.	$10 & other advances	"Entire crop of cotton and corn raised by mortgagor [Greenwood] during 1885 on *Jordan Place* 12 miles west of Brazoria, consisting of 12 acres of cotton & 10 acres of corn, also **any and all personal property now owned or may be owned by mortgagor during the existence of this mortgage.**"
Williams, Lucinda 4.27.1886 Smith Bros.	$10 & other advances	"My entire crop of cotton and corn raised by me during the year 1885 on the farm of my husband Dan Williams in Brazoria County, Texas—Also two spools of wire bought by me of Smith Bros. Also the lumber with which to build my house—also 2 oxen*;* **also any [sic] now own or may own during the existence of this mortgage**." *See below for Lucinda Williams' second mortgage in 1885).*

It appears that the language of the terms of John Greenwood's 1885 mortgage was nearly identical to the one quoted by Barnes from February 1884. The three mortgages from Book C Pages 122-239 here share one thing in common: they are all from Smith Bros. It has been proposed that the 1874 Landlord Tenant Law empowered property owners to seize all personal possessions of tenants even if language to that effect was not included in the original crop lien. This argument is based on the following passage from historian Lawrence D. Rice:

> By 1873 the Negro was firmly enmeshed in the intricate web of tenancy. A few years' experience with the system led to the passage of the Landlord Tenant Law of 1874, designed to protect both parties. The landlord was given a lien on the crop, and the tenant was prohibited from removing from the land anything that the landlord furnished. When a tenant was about to move, the landlord could secure a writ of attachment upon *all*

of the tenant's possessions if rents or advances had not been settled satisfactorily (1971:169) (emphasis added).

However, the actual language of the law limited the personal possessions that a landlord could take to "animals, tools, and other property furnished by the landlord" (art. 7418, Paschal's Digest 1874). Further, the 1874 required landlords to apply to the justice of the peace for the warrant of seizure by filing an oath and a bond—this was not a self-made remedy. I located no records of such an application by any of the Martin brothers, but records from the justices of the peace in the late 19th are not as accessible as those of the county and district courts.

Even if the Martin brothers had acted under the 1874 law, the law only applied to items furnished by the landlord. It is possible that utensils and similar items could have been considered to have been furnished by them if they had been furnished by their great grand father or uncles during slavery, but the remedies offered by the 1874 Landlord Tenant Law would have been convoluted means of achieving the same end that could have been more easily achieved by accusing the former occupants of theft. The 1874 Landlord Tenant Law also made the landlord liable for wrongful seizure.

Although other mortgages from Smith Bros. are included below, and the three mortgages above share Smith Bros. in common, it does not appear that Smith Bros. always required a pledge of all future personal property. The following mortgages are examples of the more common terms used in Book C, Pages 122-239:

Name **Date Recorded** **Lender**	**Amount**	**Language**
Bates, J. 4.21.1886 H.W. Chinn with H. Masterson as *cestui que*	$110	Twenty five head of four year old female cattle out of my stock of cattle branded [] and ranging between the San Bernard River and Cedar Lake"

trust		
Bates, Wharton 11.9.1885 H.W. Chinn with J.G. Smith & Bro. & Smith Bros. as *cestui que trust*	See next box	"cedar pilings & telegraph poles, some of them at Columbia & some on the Bernard . . . for the sume of $10.00 & to secure certain __ due said firms, & is given subject to a claim of A.& J.P. Underwood"  *From the Underwood Scrapbook (With permission of the Brazoria County Historical Museum).* *Wharton Bates in this record is likely a relative of Morris Bates, a member of the San Bernard Rifles.*
Grimes, Caroline E.N. Wilson	$69.45	2 milch cows brand [] yearlings, 2 steers about 3 years old, all brands same CG, one sorrel horse brand A, all my crops of corn & cotton to be raised AD 1886 on Mrs. McGrew's place on Chance's Prairie in Brazoria Co. Tex. & one frosty colored cow brand CG *Chance's Prairie is near the current town of Sweeny, Texas, which is about 10 miles from the LJPSHS. During the November 1895 term of the Brazoria County Commissioners' Court, a petition was granted to assess the feasibility of obtaining a right of way for a "Road from the McGrew Place between Chas Martin & Furness [R.F.] Martin Pastures" (Brazoria Co. Records). It can be assumed from this request that the road was desired by somebody who lived near the pastures. Alternatively, the pastures may have been used as a means to identify a starting point from the existing Matagorda to Brazoria road that paralleled the southern boundary of the Martins' portion of the LJPSHS. Farm-to-Market Road 524 currently follows this route.*
Hendricks, Anthony 6.15.1885 Stanger & Delaney	$10.00 & other advances	My first 2 bales of cotton to weigh 500 lbs each raised on 8 acres of cotton on the farm of J.C. McNeill in Brazoria Co., Tex.
Hendricks, Antonio & Jere 11.6.1885 C.L. McNeil	$115	All of our interest in the cattle now running in the range of the *Jordan Place* consisting of five head branded YZ, the property of Antony Hendricks, and five head of cattle branded H3, the property of Jere Hendricks. Also one brown mare mule branded JG, purchased from *J.C. McNeill* & one gray mare not branded
Hendricks, Anthony 4.15.1888 J.V. Hinkle & Co.	$10	My entire crops of cotton and corn consisting of not less than 10 acres in cotton, 5 acres in corn
Holmes, George	$10 & other	My entire crop of cotton 7 acres now growing AD1886 on the farm of Martha Faniel about 9 miles west of Brazoria in Brazoria Co, Tex.

5.22.1886 Stanger & Delaney	advances	*Julia Graves O'Neal may have been referring to Martha Faneuil (Faniel) when she said, "Aunt Martha lived out on the Bernard, she always came to town with an old mule and a slide. It was said that she always carried a big knife for someone she must have feared. She brought Mama wild plums for jelly making (n.d.).*[131]
Holmes, Meredith 6.1.1886 George Melgaard	$90	My entire crops of cotton and corn now growing on the farm of my Mother Holmes in Brazoria County, said crops consisting of about 10 acres in cotton and 5 acres in corn
Jones, David 4.11.1886 Stanger & Delaney	$35	My first one bale of cotton grown on the farm of Joe Mims consisting of about 11 acres in cotton"
Lemmons, Ely 4.28.1885 George Melgaard	$250	My entire crop of cotton & corn during the year 1885 fro 15 acres of cotton & 10 acres of corn on the farm of Joseph Mims in Brazoria Co., Tex. I also agree to pay 10 per cent attorney's fees if collected by law
Mack, Martin 3.22.1886 H. Masterson	$190	A sufficient quantity of cotton to be raised by me this year on what is known as the Old Lumbert Mims place now owned by Joe Wilson in this County and to be delivered to said H. Masterson or his order out of the first cotton prepared for market. Also one sorrel horse to be delivered in the town of Brazoria
McPherson, Manuel 5.10.1886 J.V. Hinkle	$26.30	one bay horse brand [] now in my possession
Spencer, Jule 4.27.1885	$30	One bale of cotton out of my crop this year now growing on the place of EA Wilson in Brazoria Co., Tex., to weigh 500 and to be delivered to H. Masterson in the town of Brazoria

[131] D.F Rowe conveyed about 163 acres in the Rebecca Cummings League to Martha and Isaac Faniuel on December 31, 1887 for $200 cash and $1400 in notes with a vendors lien (Deed Records 1888). Part of this property included lots sold by J.C. and C.P. McNeill to J.C.'s wife, Sarah Emma Reese McNeill, who then sold it to Harris Masterson (Deed Records 1888).
In 1892, Martha "Fannel" sued D.F. Rowe and J.V. Hinkle & Co. (composed of C.P. McNeill and his brother-in-law J.V. Hinkle) in justice court in Precinct 8 for a writ of attachment of two bales of cotton at the J.V. & Hinkle Co. store (Brazoria Co. Ct. No. CI 342). She was represented by Harris and A.E. Masterson (Brazoria Co. Ct. No. CI 342). W.E. Bonner was the justice of the peace when the case was filed (with Constable A.J. Higgins), and G.T. Higgins became the Precinct 8 justice of the peace after January 1893 (Brazoria Co. Ct. No. CI 342). Bonner's constable was A.B. Johnican (Brazoria Co. Ct. No. CI 342), an African American whose wife is buried in the Pioneer Cemetery in Brazoria (Norment 2016:367). Isaac "Flannel" is also buried there (Norment 2016:367). The Precinct 8 was held at the Rowe place, about two miles from the Stratton place "where court has been held at all times" (Case Records CI 342). Thus, it appears that an African American woman and man sued two white men in a court presided over by an African American justice whose orders were enforced by a black law enforcement officer in 1892.

H. Masterson		
Spillers, Thomas 12.28.1885 C.P. McNeill	$200	Thirty head of cattle running on the range around my premises and marked [] and branded []
Spiller, Thornton 3.20.1886 P.S. Wilkinson. Jr.	$200	One mare gray color 6 years old brand [] on left shoulder named Ella, one sorrel horse brand [] on left shoulder 9 years old named Walker, owned & mortgaged by Thornton Spiller" on March 20, 1886, for $220.00 from He was joined in his debt by two other men—George Chambers and Charles Tunstall who also pledged horses
Spiller, Thornton 5.10.1886 J.V. Hinkle & Co.	$10.00 & other advances	My entire crops of cotton and corn now growing on my own farm AD 1886 about 4 miles south west from Hincle's Ferry [Hinkle's] in Brazoria Co. Tex., viz, 8 acres cotton & 6 acres corn *Second pledge for 1886 (see above.)*
Stanger, R.H. 5.6.1885 J.A. Ballowe	$800	"One hundred head of stock cattle now ranging on & about Bailey's Prairie Brazoria Co., Tex., and branded KS" on May 6, 1885, for $800.00 from John A. Ballowe with H. Masterson as *cestui que trust*[132]. Additional language follows: "This mortgage has been fully paid & released by receipt from H. Masterson to R.H. Stanger dated Jany 2d 1886 & this release is made by & from said receipt. Witness my hand & c. this Jany 2d 1886 John G. McNeill Clk CCBC" *R.H. Stanger was Robt. S. "Bob" Stanger's surviving brother. He is the "Stanger" in Stanger & Delaney, who operated the Stanger store house on the Harrison League (see Chapter Four).* *This mortgage is unique—it is a rare example of an entry whose resolution was recorded in the chattel mortgage record book. Unsucessful resolutions are generally otherwise only visible in court records of lawsuits in which such mortgages were at issue.*
Taylor, Candace & George 5.22.1886 Stanger & Delaney	$10	The three first bales of cotton now growing AD 1886 on the farm of H. Stapp 12 miles west of Brazoria in Brazoria County, Tex., said cotton to weigh not less than 500 lbs each and to be delivered in good merchantable order to said Stanger & Delaney at their offices in Brazoria County on Magnolia Slough

[132] The party who is *cestui que trust* is "He who has a right to a beneficial interest in and out of an estate the legal title to which is vested in another" or, in the alternative, "The person who possesses the equitable right to property and receives the rents, issues, and profits therof, the legal estate of which is vested in a trustee" (The Law Dictionary n.d.).

The following three records from 1885 pledge property that is on the premises of the LJPSHS—the crops growing under these mortgages would have been the first crops harvested under the majority of R.F. Martin. One of these mortgages includes a pledge of current and future personal property, but the other two did not. However, the party who was not required to pledge her current and future personal property to secure a debt associated with crops grown of the LJPSHS (and possibly other places) already was subject to such a pledge for crops grown elsewhere (see above).

Name **Date Recorded** **Lender**	**Amount**	**Language**
Williams, Lucinda 7.31.1885 Smith Bros.	$10.10	My entire crop of cotton & corn now standing, growing & being cultivated by me on the *Jordan Place* consisting of about seven acres in cotton and [blank] in corn. Also two oxen and one bay horse brands unknown, the same are my property and are now in my possession. The above cotton is all cotton on the Jordan Place about two acres and all cotton on what is known as the Welborn or Martin Mack place about 5 acres. This Mortgage is given on all crops raised by, through, or under me during the year 1885 *Second pledge for the year. Note that Lucinda Williams had already mortgaged the crop for 1885 on her husband's farm and her personal property in April 1885.*
Greenwood, John		*See above.*
Henricks, Antonio & Jere		*See above*.

Note that the language in the entry for John Greenwood quoted by Barnes from February 1884 is not repeated in another entry for John Greenwood three months later in May 1884, in which he pledged "My entire crop of cotton and corn raised on the farm of J.C. McNeel in Brazoria Co. Tex." to Stanger & Delaney (Brazoria Co. Records). Perhaps this is explained by the change in mortgagees from Smith Bros. to Stanger & Delaney, with whom he might have had better

"credit." Alternatively, Stanger & Delaney may have simply used different "boilerplate" language in their contracts.

J.C. and Sarah Emma Reese McNeill:

The loan of $8000 that J.C. and Sarah Emma Reese McNeill borrowed from Harris Masterson for the Crosby County ranch is recorded in the records of chattel mortgages, probably because the security used on the loan was 2000 head of cattle (moveable property):

Name **Date Recorded** **Lender**	**Amount**	**Language**
McNeill, J.C. & Sarah "(his wife)" 2.5.1886 H.W. Chinn & H. Masterson with J.G. Smith entered as substitute trustee	$8000	This mortgage is given for the sum of $8,000, on the 12% interest from date until paid—(on $2,000), two thousand head of female cattle now ranging in the counties of Crosby & Dickens in the State of Texas & if the debt has to be collected by an atty 10% will be added to pay the cost of said suit *Jordan descendant J.C. McNeill III wrote: "In 1886 Captain McNeill [J.C. McNeill} and the Kentucky Cattle Raising Company became embroiled in long, drawn-out negotiations over the payment of the Captain's eight-thousand-dollar note to the New York & Texas Land Company" (1988:12-13). The negotiations dealt with his Crosby County ranch and the agent of the New York & Texas Land Company (John Duncan of Victoria, Texas) from whom he purchased a shared interest in 640 Crosby County acres on October 24, 1882, with the Kentucky Cattle Raising Company; he was represented in the negotiations by Harris Masterson (1988:12-13). J.C. McNeill went to the SR Ranch Crosby County in 1887; his next trip there was in 1899 (*see generally *McNeill:1988).*

The abandonment narrative links farming at the LJPSHS with residency in the former Quarters at the LJPSH. If this assumption is accurate, then the absence of residents results in the absence of farming at the LJPSHS. If the entries in Book H Pages 108-265 show farming on the LJPSHS, then the link between farming and residency should be re-examined because the entries in Book H Pages 108-265 were created after the latest date attributed to the abandonment. The

following examples include people with known association to the LJPSHS who are farming properties which are not on the LJPSHS.

Name **Date Recorded** **Lender**	**Amount**	**Language**
Carter, Dave 4.2.1887 Stanger & Delaney	$10	"All my crop of cotton, consisting of 9 acres-cultivated by me of JC McNeills farm, about 8 miles from Brazoria"
Hendricks, Anthony 3.12.1897 Smith Bros.	$57.50	12 acres of cotton and 7 acres of corn "to be grown on farm of my own and John Dagg" as well as two mules, a cow, and the increase from the cow
Hendricks, Jerry 1897 or 1898 ---	---	8 acres in cotton and seven acres in corn "to be grown on farm of my own and Smith Bros. known as Sindy Williams Place as well as three horses "Sindy Williams" is probably "Lucinda Williams."
Hendricks, M.C. 3.17.1998 Smith Bros.	$131.50	nine acres in cotton and five acres in corn "to be grown on farm of Smith Bros. known as Lucinda Williams" as well as two mules
Holmes, Charley 5.25.1897 R.H. Stanger	$50	15 acres in cotton and 2 acres "in other produce" growing on the "Warrel Place
Holmes, Moscow 5.24.1897 Smith Bros.	---	20 acres of cotton and seven acres of corn "now growing on farm of Smith Bros., known as part of Hillary Blandford tract, and 7 acres corn on R.F. Stanger's Place" as well as all crops in any other location as well as two horses and one mule
Holmes, Moscow 3.17.1898 Smith Bros.	$168.38	10 acres in cotton and seven acres in corn "to be grown on the farm of Smith Bros." in 1898 as well as two horses, one mule and his cattle
Jackson, John 2.7.1897 F.N. Bullock	$18	four acres in cotton and five acres in corn grown on the farm of Joe and Judy Williams

McPherson, Rufus 2.1.1898 C.S. Bennett, Sr.	$35	8 acres of cotton raised on the "farm of Francis Smith & Co." as well as a mare
Bates, Sidney J. & Bates, J. 1.12.1887 W.H. Sharp *Spiller, Thornton, Cestui que Trust*	$500	One hundred head of cattle branded __ and marked with __, on the range at & near Sidney J. Bates place
Spiller, Thornton, with Geo. Chambers, Chas. Tunstall 10.2.1886 M.J. Hickey	$224	1 black horse branded Mexican brand one bay horse branded Mexican brand & VN 3 head of cows branded GC; Chas Tunstall 3 head of horses branded UN; Thornton Spiller ten head of cattle brand T3 one mare brand T3 one horse branded F
Spiller, Thornton 4.7.1897 Smith Bros.	$225.40	30 acres of cotton, 20 acres of corn "to be raised on the farm of my own & Smith Bros" as well as two oxen, two mules, and one horse
Spiller, Thornton 3.17.1898 Smith Bros.	$319.20	12 acres in cotton, 12 acres in corn, and any other crops as well as 2 mules, one horse, and three cows
Timmons, Morgan 4.7.1897 Smith Bros.	$292.75	27 acres of cotton, 15 acres of corn on the farm of B.F. Masterson and Smith Bros. as well as a mule, two horses, two oxen, and his cattle

Although the above examples do not show farming on the LJPSHS, Book H Pages 108-265 contains other entries which show farming there between 1897 and 1898 (after the date of the hypothesized abandonment). On the website, Brown explained that the abandonment hypothesis allowed for tenants remaining on the LJPSHS after the abandonment event:

Anyway, I'm sure there were still some tenants living on plantation grounds after the abandonment. What I have argued—or tried to argue—is that the community of ex-slaves that resided within the quarters area was eliminated in the late 1880s.

If you look at the chattel mortgages . . . its clear people were still leasing land on the plantation. What they weren't doing, however, is living on it to any great extent. The key point is they didn't have the same community of people living in one area of the plantation (McDavid 1998: Ken Brown Interview on Whether the Tenants Continued to Live on Plantation Grounds After the "Abandonment").

Following are examples involving farming on the property of the Martin brothers between 1892 and 1898:

Name **Date Recorded** **Lender**	**Amount**	**Language**
Allen, Randee (or Randee, Allen) 4.1896 Smith Bros.	---	a Rock Island cultivator, oxen, a wagon, and beams in addition to 90 acres of cotton and 50 acres of corn on the farm of Calvin Martin
Alston, William 7.1896 George Melgaard	--	10 acres of cotton and 8 acres of corn growing on the farm of "Furniss Martin" [R.F. Martin] (as well as stock)
Barber, G.B. 4.1896 Williamson & Prell	$10.25	stock and wagon on the "Martin Place" 8 miles from Brazoria on the West Side of the Brazos River for which he had a two-year lease
Bivens, Charlie 4.26.1897 Smith Bros.	$26.50	All crops raised by me during year 1897, consisting of 7 acre cotton, 5 acres in corn to be grown on farm of *Cal. E. Martin*
Bowers, George 5.1896	---	his stock and "crops I am cultivating on the Jordan Farm 8 miles west of Brazoria"

George F. Crafton		
Crain, James 1896 Smith Bros.	---	10 acres of cotton and 10 acres of corn on the "Furniss Martin's Place"
Hodge, M. 1896 George F. Crafton	---	12 acres of cotton and five acres of corn on the "Jordan Place"
Knox, George 4.5.1898 Smith Bros.	$51.50	25 acres of cotton and 10 acres in corn "to be grown on farm of Will Martin" in 1898 as well as a mule, a mare named Maude, and a wagon
Mack, Martin 6.1892 George F. Crafton	---	"1st 4 bales of cotton on Ed Delaney, & on our own place, after paying rent due said Delaney. Said 4 bales to weigh 500 lbs to be delivered said Crafton at Brazoria, he paying the market price for the same. This mtg is in cotton raised on the Lumbert Mims & Jordan Places"
Martin, Calvin 3.22.1898 H. Kempner	$300	My entire crop raised by me during year 1898 to be grown on farm of Calvin Martin out of S.M. Williams League said crop to consist of 230 acres in cotton, 70 acres in corn Note that this would have been on Tract No. 3 of the original 1879 partition which the Martin brothers agreed to give to Calvin in their 1891 partition. Consisting of 369 acres, this tract was the location of the former sugar mill.
Martin, Will 2.12.1898 H. Kempner	$300	My entire crops of cotton and corn for the year 1898 to be grown on farm of my own in Brazoria Co. 348 acres of land situated on the S.M. Williams Survey, said crops to consist of 200 acres of cotton and 75 acres of corn

Conclusion

As mentioned, multiple entries appear to have been made a single hand, judging by the penmanship and ink-style of the entry, which seems to be consistent from merchant to merchant, who thus may have recorded their entries themselves. While this results in some level of consistency of language within entries of each creditor, the names of the debtors recorded by the creditors' clerks may have been affected by the phonetics as heard by the creditors clerk who

recorded them. Or perhaps they include simple misspelling. Either way, there are names in the entries which can be "translated" by reference to the geographical data supplied in the entry, but this identification is not certain.

In conclusion, the records of chattel mortgages are informative, but they do not provide conclusive evidence about residence. Even though they provide a nice level of detail, the information from them must often be "translated" because it uses informal designations of properties. Thus, Tom Allen's pledge ("All crops raised during the year 1888, 15 acres of cotton 10 acres of corn on the Martin Place" in February 1887 for $10 from Smith Bros.) could be on any place owned by a Martin family in the county. Another example shows naming practices based on either previous and current owners (or both) could produce confusing results. For example, all of the following three mortgages rely on the name "Winston" in different ways:

- "My entire crop of cotton and corn now growing on the Stephen P. Winston Place;"
- "My 1st bale of cotton for year 1887 to weigh 500 lbs now growing on the Winston field on Wilson & Crafton Place;" and
- "All my crops for 1889 raised by me or my tenants on the Winston Field of Stratton Place" (Records of Chattel Mortgages Book C 1-135).

Thus, knowledge of the location of the Winston field and the relationship of the Stratton Place to the Wilson & Crafton Place as well as the Stephen P. Winston Place must first be determined in order to understand the context of these three mortgages and their mortgage holders. Identities of fields such as the Winston field are absent from modern maps, and a farm known as a "place" might have been owned or just operated by the person's who name preceded the word "Place." In summary, the records of chattel mortgages are rich in detail but poor in context. They do not support the abandonment narrative on their own or in conjunction with known records.

CHAPTER FIVE: CONCLUSION

"Man is conceived in sin and born in corruption and he passeth from the stink of the didie to the stench of the shroud. There is always something."

(Robert Penn Warren, *All the King's Men*, 1946)

Deetz explained that "precise certainty is rarely achieved" in "nonexperimental sciences" such as archaeology:

> Rather, research takes the form of a gradual refinement of explanation, as more and more factors are incorporated into the construction of the past that one is attempting to create. In historical archaeology, this refinement is best accomplished by maintaining a balance between the documentary and material evidence, being always mindful that, to be a productive exercise, the results should provide a more satisfactory explanation than would be forthcoming from either set of data alone (1988b:367).

As explained by Deetz, neither historiography, archaeography, nor ethnography are subordinate to each other, and evidence from the three groups contributes to the gradual refinement of explanation (1988b:362-63). As encouraged by Binford, historiographic, ethnographic, or archaeological data that contradicts existing research does not mean that the prior research and interpretation is incorrect—instead, it leads to an opportunity (*see generally* Binford 1978, 2001).

For example, in 1988 Deetz anticipated that "poor tenant farmers" would be "given less than full representation in the primary written sources" of the historical record (1988b:363). He believed that "[e]ven when they do appear, it is usually not their writing that we find, but that of others" (Deetz 1988b:363). Therefore, Deetz concluded that archaeology's "prime value to history lies in its promise to take into account . . . people in the past who were either not included

in the written record, or if they were, were included in either a biased or minimal way" (Deetz 1988b:363).

It is perhaps because Deetz's words here and the initial research into the historical record of the LJPSHS were created at roughly the same time that this same assumption of invisibility in the written record has become entrenched and taken-for-granted in the interpretation of the archaeology of the LJPSHS. Accessibility of historic records such as those used in this thesis was drastically different in the late 1980s and 1990s than it was for this researcher, who had the benefit of electronic databases and conscientious preservation of records by county officials, museum personnel, and archivists.[133] The availability of electronic indices and copies of historical records which previously had to be photocopied or hand-transcribed has surely made the information easier to compile and analyze. As a result, records which contradict Deetz's assumption are readily available (at least as far as the LJPSHS is concerned).

Hodder admonished archaeologists to maintain a reflexive "critique of one's own taken-for-granted assumptions, not as an egocentric display, but as an historical inquiry into the foundations of one's claims to knowledge" (Hodder 2003:6). The overall purpose of this thesis has been to inquire into the foundations of the legal part of the knowledge claim of the abandonment narrative at the LJPSHS by seeking first to establish facts about the past by using historical documents, then using those facts gleaned from the documents to inquire into their meaning in relation to the abandonment narrative (*see* Todorov 2000:120-21).

[133] In particular, Curator Michael Bailey of the Brazoria County Historical Museum went out of his way to search for, locate, scan, and share documents related to this thesis. Similary, the Brazoria County Clerk's long-term vision for preservation of historic records such as the Records of Chattel Mortgages has resulted in the preservation of those volumes as well as a large room full of others on the same level of care and quality as seen at one of the most prestigious Houston law firms. Digitization of files by the Brazoria County District Clerk has made even the oldest legal documents accessible through a simple database interface. In fact, many of the district court records cited in this thesis were uploaded into the database as recently as November 2018—I have truly benefitted from the work of these professionals.

Yet, even with expanded access, the fact remains that "historiography is the value-influenced construction of past reality" (Deetz 1988:16). History does not "recreate" the past; rather, it is constructed in the present, and thus we are obliged to remain vigilant of "our own role in the creation of that construction" (Deetz 1988:16). "As archaeologists we play an active part in constructing people's relationships with their pasts, and so with themselves" (Hodder 2003:3).

Just as the accessibility of historical documents constrains the construction of the past in the present, the perspective of the historiographer shapes the end-product created. This thesis has aimed to deliver a product in the form of a fact-based critique by attempting to establish facts about the past in accordance with Todorov using existing historical material. However, Todorov's second and third aspect for making the past live in the present—the construction of meaning and application of meaning—remain yet to be performed.

In broadest terms, the critique of the interpretation of the abandonment narrative of the archaeology at the LJPSHS has been a critique of the assumption that the abandonment narrative shares with Deetz, i.e., that the historical records are the domain of the Martins and McNeills. It has approached the role of the Martins and McNeills in the lives of the formerly enslaved people at the LJPSHS through the narrow lens of the legal possessory interests in the land that was once the Jordan plantation. In doing so, the author ran into two unforeseen findings.

First, the role of Jordan's descendants was much different than anticipated. Until this research, I had conflated the McNeill family involvement in the LJPSHS with the Martin family, perhaps guided into doing so by Strobel and his successors. More importantly, I was also unaware of the powerful forces exercised by Harris Masterson on the LJPSHS through the Martins and the McNeills. The latter realization alone has opened a new perspective with exciting opportunities for future scholarship, especially because boxes of Masterson's legal files

are preserved and available through the Woodson Center at the Fondren Library at Rice University.

In some instances, the scratch paper with Masterson's meticulous calculations of money owed to him are present in the Woodson Center archives along with copies or even the original legal documents used by Masterson to enforce those debts. At times, his records present themselves almost like plot devices in movies or novels, such as the map of the former LJPSHS that is marked "H.M. Owns" in two places once owned by Hester Holmes and Martin Mack (included in this thesis above). Combined with his correspondence and Brazoria County legal records, a rich story of much more than the possessory interest in land of the former Jordan plantation could be written.

For example, correspondence in the archives between Masterson and people like Hester Holmes and the Martins has preserved words and thoughts of people from more than a century ago. Thus, a hand-written letter from Hester Holmes—a formerly enslaved, African American widowed woman—shows that Holmes attempted to engage powerful Harris Masterson to protect her home of almost 20 years on the former LJPSHS on her own terms, instead of following him through his legal maneuvers like the Martins did. It also shows that she was educated, which is confirmed in the records from her church (also maintained to this day), in which "Sister Hester Holmes" is listed as a Church School Superintendant—an important member of her congregation (Grace UMC 1979, courtesy of the Brazoria County Historical Museum; *see also* Wright).

Hester Holmes standing in front of an unknown (McDavid 1998:Levi Jordan Plantation, Hester Holmes).

In this context, when she concluded her letter in a tone exemplary of the southern lady's stereotypical ability to make her point with a sweetness sharpened to a razor's edge, it becomes clear that despite her race, gender, and finances, Hester Holmes was a force of her own ("I hope to have the pleasure of hearing from you *at once*") (Masterson Papers) (emphasis added)). Further, when combined with the court records of her case, her letter shows that she was a woman of her word: She wrote that she was "not willing to enter any court against you about the land," and she also wrote, "If I can't get you to consent to be merciful with me, I shall not go to any court to seek mercy" (Masterson Papers).

Finally, notice that she did not mention the Martins, her neighbors; she neither refers to her relationship to them in terms of what she may have done for them as an employee nor in terms of what they mean to her as neighbors and/or long-term acquintances. Contrast this interpretation of the person of Hester Holmes derived from her letter in the Masterson archives in conjunction with legal and historical documents with the role of Hester Holmes in the abandonment narrative: "Hester served as a domestic servant for McWillie Martin and his family, while Claiborn and other members of the family worked on the plantation" (Brown 2013:Ch.7, p. 4).[134]

The difference between the two interpretations is an example of the impact of the accessibility of historical records on the interpretation of the archaeological record. Identification as a domestic servant reflects a perspective informed by information from Jordan descendants. Because the LJPSHS was created by the efforts of Jordan's descendants, it is inevitable that their perspective would be well-represented.[135] Except for digitization of the

[134] Her omission does not seem to be accidental. A descendant of Claiborn and Hester Holmes was interviewed by McDavid:

> I interviewed Mr. and Mrs. Clarence Holmes, whose grand- and great-grandparents lived on the plantation as slaves and later, tenants. They volunteered, in a very emphatic way, their personal knowledge that Will (McWillie) Martin had expressed sincere regret over the actions of his youth before he died in the 1930s. Mr. and Mrs. Holmes said that he had 'repented' what he and others had done to the black people in his community (McDavid 1998: Introduction to Everything They Owned).

Will Martin died in December 1937, several years after being hit by a freight train, during which he would have had a lot of time to think about dying. (Brazoria Co. Ct. No. 2917). In this re-telling of the same story from a different perspective (see Jackson 2012:136), the Holmes descendants assume a place of power—not only do their ancestors have the last word on a man whom they outlived, they also had the power to share or withhold the story they told about him.

Further, in characterizing Will Martin's expression of regret as repentance, they showed that *they* had the power to grant or withhold forgiveness. The use of the word "repent" indicates that they granted him forgiveness—an independent, voluntary decision which he was powerless to force during life or afterward. This word also signals their decision to act in a moral manner toward Will Martin in accordance with the teachings of Christianity, a religion in which their ancestors emerged as community leaders in the area around the LJPSHS even before Emancipation. In doing so, they connected their present-day selves with figures at the heart of the story of the LJPSHS.

[135] The nuances of the Jordan descendant perspective on Hester Holmes are evident in the following excerpt from an oral interview:

> I was sitting in my grandmother's kitchen, there was a knock on the back door, a Black man was at the door. My grandmother stepped out onto the porch and visited with him for a while. I heard her talking

index of the Masterson Papers, Hester Holmes letter would have remained unassociated with the LJPSHS—one legal document amongst thousands.

In summary, this is but one example of how the accessibility of historical records on future interpretation of the archaeology at the LJPSHS ultimately facilitates Jackson's first perspective for viewing the role of heritage in making the past live on in the present ("Critiquing issues of categorization that posit plantations, plantation communities, and enslaved laborers as static (fixed in time) and monolithic") (*see* Jackson 2012:136).[136] In addition, indexed archival material, divorce records, criminal complaints, civil lawsuits, deed records, and demographic data remain untapped resources for insight into the lives of the formerly enslaved at the LJPSHS and the surrounding plantations. At the same time, the increasing accessibililty of data means that previously private information must be handled ethically.

As it exists, the abandonment narrative centers on the bad acts of four Martin brothers and the effects of those bad acts on a large number of formerly enslaved people, and the selection of data for use in this thesis was likewise constrained by the required focus on the Martins. As previously stated, Jackson's second perspective requires "[i]nterrogating processes that subjugate knowledge and limit holistic representations and interpretations of the life and labor of enslaved Africans and their descendants (that is, critiquing interpretations of enslaved Africans as powerless and without agency, particularly in terms of correcting their future and that of their descendants)" (Jackson 2012:136).

> about, talking to the man about Hester Holmes. I don't know if she was alive at the time, she might have even been in the car, I don't know that, I am not positive about that, but they had come to find out what Little Sister has grown up to look like. That's what they called my grandmother, was Little Sister, all of her brothers and sisters even called her Little Sister and she was the oldest. I don't know, that was another bizarre thing, but at the time, even being a child, I thought how sad, that this woman was like her mother and didn't know her. She didn't know what she looked like as an adult (Hammons 2005:Informant 1).

[136] Orser advocated for a similar re-sighting of the perspective on tenant farmers in Ireland: "Abandoning the concept that Irish tenant farmers were peasants frees us from modelling them as individuals hesitant to enter the wider world" (2010:95). He then described a contemporary account of Irish tenant farmers observed en route to the beach for "sea-bathing" (Orser 2010:95).

Recall also that Jackson recommended "recognizing plantations in the context of heritage," which serves as an "organizing perspective for knowing and experiencing the past" (Jackson 2012: 22, 48). Her third process requires "[c] onducting active and ongoing interpretations of antebellum and postbellum plantations as dynamic sites of history and heritage, particularly in terms of labor roles and responsibilities and family and community relationships and associations that span local and global boundaries" (Jackson 2012:136). Cognizance of Jackson's perspectives encourages awareness of the present-day narration of African American heritage at the LJPSHS as well as the larger context within which it is found in Brazoria County, the South, and otherwise. By defining heritage is "anything a community, a nation, a stakeholder, or a family wants to save, make active, and continue in the present," she also recognized the distinction between official or sanctioned public heritage and private heritage (Jackson 2012:23-24).

As a state historic site, the LJPSHS is owned by the State of Texas on behalf of the people of Texas. As the Texas Historic Comission has replaced Harris Masterson as the corporate structure which maintains the narrative of the Jordan descendants, it also represents the formerly enslaved and postbellum occupants of the property. "Inscribing a meaning, including a particular perspective of history, upon a place yields the power to define and interpret that place according to one's own will or ideology" (Shackel 2001:77). As a representative of the collective people of Texas as well as the individuals whose family stories are linked to the property, the Texas Historical Commission has the difficult task presenting the collective *and* private heritage of the LJPSHS.

This thesis has examined a narrow aspect of the public heritage of the LJPSHS—the legal records of the Jordan descendants—with the purpose of looking for direct evidence of the forced

abandonment of the former slave quarters at the LJPSHS in the late 1880s or early 1900s at the hands of the Martin brothers. Such evidence was not found in the legal records.

Two boys, horses, and dogs in Sweeny, Brazoria County, Texas, March 2016 (Photograph by author).

BIBLIOGRAPHY

Armintor, Carlos
2003 Tales from the Brazos: Sheriff Yerby. The Brazosport Facts, Jul. 14, http://thefacts.com/article_5faa135a-9655-5de1-a6c9-ddacf53239e5.html (accessed 9August 2019).

Barnes, Wayne
2017 Arrested Development: Rethining the Contract Age of Majority from the Twenty-First Century Adolescent, 76 Md. L. Rev. 405.

Barr, Alwyn
2005 The Impact of Race in Shaping Judicial Districts, 1876-1907. The Southwestern Historical Quarterly 108(4) 423-439.

Binford, Lewis R.
1978 On Covering Laws and Theories in Archaeology. Current Anthropology 19(3) 631-32.

Binford, Lewis R.
2001 Where Do Research Problems Come From? American Antiquity 66(4) 669-678.

Brazoria County:

- Commissioners' Court Minutes.
- County Clerk Deed Records and Case Records.
- District Court Records.
- District Court Minutes.
- Grand Jury Minutes.
- Register of Chattel Mortgages and Liens on Personal Property.

Brazoria Co. Historical Museum Vertical Files.

Brown, Kenneth L.
1994 Material Culture and Community Structure: The Slave and Tennant Community at Levi Jordan's Plantation, 1848-1892. *In* Working Toward Freedom: Slave Society and Domestic Economy in the American South. Larry E. Hudson, Jr., ed. Pp. 95-118. Rochester, New York: University of Rochester Press.

Brown, Kenneth L.
2001 Interwoven Traditions: Archaeology of the Conjurer's Cabins and the African American Cemetery at the Jordan and Frogmore Manor Plantations. *In* Places of Cultural Memory: African Reflections on the American Landscape. Brian D. Joyner, ed. Washington, D.C: U.S. Dept. of the Interior, https://www.nps.gov/heritageinitiatives/pubs/Africanisms.pdf (accessed 9 August 2019).

Brown, Kenneth L.
2004 Ethnographic Analogy, Archaeology, and the African Diaspora: Perspectives from a

Tenant Community. Historical Archaeology 38(1) 79-89.

Brown, Kenneth L.
2013 The 1986-2012 Levi Jordan Plantation Project (Report on Archaeological Excavations and Artifact Analysis at the Levi Jordan Plantation). Houston, Texas: University of Houston.

Brown, Kenneth L., and Carol McDavid, Rachel Feit, and Fred L. McGhee
2013b. Archaeological Methodology and the African American Past: A Comparative Study of Four Plantation Quarters Sites, 1780-1964. *In* African American Archaeology in Texas:A Planning Document. Prepared for the Texas Historical Commission, Austin, Texas. https://www.thc.texas.gov/public/upload/publications/African-American-Archeology-in-Texas-A-Planning-Document.pdf (accessed 9 August 2019).

Brown, Kenneth L. and Doreen Cooper
1990 Structural Continuity in an African-American Slave and Tenant Community. Historical Archaeology 24(4): 7-19.

Campbell, Randolph B.
1992 Grass Roots Reconstruction: The Personnel of County Government in Texas, 1865-1876. The Journal of Southern History 58(1) 99-116.

Casdorph, Paul D.
N.d. Handbook of texas Online. Lily White Movement. https://tshaonline.org/handbook/online/articles/wfl01 (accessed 9 August 2019).

Chicago Daily Tribune
1890 Being Treated by the Pasteur Method: May 29.

The Christian Recorder
Various Dates in the 1890s.

City of Galveston Planning
2019 Case No. 19P-009, 2427 Market Street, Avenue D. https://www.galvestontx.gov/AgendaCenter/ViewFile/Item/7332?fileID=22510 (accessed 9 August 2019).

Cleveland Gazette
1886, February 6. Baptist Preacher.

Cooper, Doreen C.
1989 The Archaeology of Abandonment at the Levi Jordan Plantation. M.A. Thesis, Department of Anthropology, University of Houston.

Cooper, Melissa L.
2017 Making Gullah: A History of Sapelo Islanders, Race, and the American Imagination. Chapel Hill, N. Carolina: The University of North Carolina Press.

Creighton, James A.
1975 A Narrative History of Brazoria County. Waco, Texas: Texian Press.

Crosby, Molly Caldwell
2006 The American Plague: The Untold Story of Yellow Fever, the Epidemic that Shaped Our History. New York: Berkely Books.

The Daily Facts-Review
1954 Heart Attack is Fatal to Prominent Lawyer: C.B. Masterson Dies Suddenly in Angleton. July 12.

The Daily Picayune
1879 July 31 (New Orleans Times Picayune Online Archives).

Deetz, James
1988 History and Archaeological Theory: Walter Taylor Revisited. American Antiquity 53(1) 13-22.

Deetz, James
1988b American Historical Archaeology: Methods and Results. Science, 239(4838) 362-367.

Duncan, Bob
2015 Drummers: How They Helped Pull the South Out of Reconstruction. Columbia Daily Herald, June 20, https://www.columbiadailyherald.com/opinion/columns/drummers-how-they-helped-pull-south-out-reconstruction (accessed 9 August 2019).

Durham, Philip and Everett L. Jones
1965 The Negro Cowboy. Lincoln, Nebraska: University of Nebraska Press.

Featherston, Thomas M., Jr.
2008 How the Legislature has Changed Your Documents. 2008 Estate Planning, Guardianship & Elder Law UTCLE, https://www.baylor.edu/content/services/document.php/118432.pdf (accessed 9 August 2019).

Few, Joan
1999 Lake Jackson State Archaeological Landmark (41BO172): Report of the 1994 and 1995 Texas Archaeological Society Field Schools and Additional 1996-1998 Excavations. Bulletin of the Texas Archaeological Society (70).

Few, Joan
2006 Sugar, Planters, Slaves, and Convicts. 3d edition. Gold Hill, Colorado: Few Publications.

Flewellen, Ayana Ayisha
2018 The Clothes on Her Back: Interpreting Sartorial Practices of Self-Making at the Levi

Jordan Plantation. Ph.D dissertation, Department of Anthropology, University of Texas, https://repositories.lib.utexas.edu/handle/2152/68712 (accessed 9 August 2019).

Forrester, Julia Patterson
2002 Home Equity Loans in Texas: Maintaining the Texas Tradition of Homestead Protecton. 55 S.M.U. Law 157.

Freeman, Martha Doty
2004 An Overview of the Development of an Historic Landscape on the San Bernard River, Brazoria County, Texas, and a History of the Levi Jordan Plantation. Austin, Texas: TBG Partners, Inc. .

Furse, Margaret Lewis
2014 The Hawkins Ranch in Texas: From Plantation Times to the Present. College Station, Texas: Texas A&M University Press.

The Galveston Daily News, Various dates, The Portal to Texas History.

Hammons, Carlyn Copeland
2005 Report on the Levi Jordan Plantation State Historic Site Oral History Project. Austin, Texas: Texas Parks and Wildlife Department.

Hardy, Dermot H., and Ingham S. Roberts, eds.
1910 Historical Review of South-East Texas and the Founders, Leaders and Representative Men of its Commerce, Industry, and Civic Affairs, Illustrated, Vol. II. Chicago:The Lewis Publishing Co.

The Haskell Free Press
1894 August 18: 9(33). p. 4.

Hillinger, Charles
1988 Longhorn: You're Talkin' Texas: Historic Steer and Lone Star State Grew Up Together. Los Angeles Times, June 19, https://www.latimes.com/archives/la-xpm-1988-06-19-vw-7994-story.html (accessed 9 August 2019).

Hodder, Ian
1982 Theoretical archaeology: A reactionary View. *In* Symbolic and Structural Archaeology (New Directions in Archaeology). Ian Hodder, ed. Pp.1-16. Cambridge: Cambridge University Press.

Hodder, Ian
2003 Archaeology Beyond Dialogue. Salt Lake City, Utah: University of Utah Press.

Hodder, Ian
2003a Archaeological Reflexivity and the "Local" Voice. Anthropological Quarterly 76(1) 55-69.

Hodder, Ian, Lewis R.Binford, and Nancy M. Stone
1988 Archaeology and Theory. Man 23(2) 373-376.

Houghton, Dorothy K.H, Barrie M. Scardino, Sadie Gwin Blackburn, and Katherine S. Howe
1991 Houston's Forgotten Heritage: Landscape, Houses, Interiors, 1824-1914. Houston, Texas, Rice University Press.

The Houston Press
1940 Leigh C. Masterson Dies; 38 Years with U.S. Court. May 8.

The Huntsville Gazette
1886 February 3, p. 2.

Hutchinson, Janis Faye
2005 Power, Race, and Culture: The Evolution of a Black Anthropologist. Lanham, Maryland: Hamilton Books.

Ingram, Mary McAllister
2006 Canebrake Settlements 1822-1870: Colonists, Plantations, Churches, Matagorda County, Texas: A Study of Plantations on Caney Creek: Inception of African American Settlements. Bay City, Texas: Lyle Printing.

Jackson, Antoinette
2012 Speaking for the Enslaved: Heritage Interpretation at Antebellum Plantation Sites. Walnut Creek California: Left Coast Press, Inc.

Johnson, Matthew
2010 Archaeological Theory: An Introduction. 2d edition. Hoboken, New Jersey: Wiley-Blackwell.

Jones, Mary Beth, The Brazosport Facts, Clute, Texas:

- 1996 Jordan's Roots Deep in County Soil, July 21:A36.
- 2008 1870s Clerk Refused to Resign Post, Februrary 4.
- 2011 It's Who You Know: Man's Recollections Offer Insight into County's Notable Names. September 12.
- 2012 Reader Response Adds to Annals. February 13.

Kempner, Isaac H.
1981 Recalled Recollections. Dallas, Texas: The Eagan Company.

Kempner Scrapbook, 1894-1915, at The Portal to Texas History, texashistory.unt.edu.

The Law Dictionary
N.d. 2d ed.https;//the lawdictionary.org (accessed 9 August 2019).

Leezer, Carole
2006 Archaeological Investigations at the Levi Jordan Plantation State Historical Site, Brazoria County, Texas, Index of Texas Archaeology: Open Access Gray Literature from the Lone Star State: Vol. 2006, Article 15, https://scholarworks.sfasu.edu/ita/vol2006/iss1/15 (accessed 9 August 2019).

Lesser, Alexander
2004 Franz Boas. *In* Totems & Teachers: Key Figures in the History of Anthropology, Sydel Silverman, ed. Pp. 1-25. Walnut Creek, California: Alta Mira Press.

Lewis, Herbert S.
2014 In Defense of Anthropology: An Investigation of the Critique of Anthropology. New Brunswick, New Jersey: Anthropology Transaction Publishers.

Marcus, George E.
1988 The Constructive Uses of Deconstruction in the Ethnographic Study of Notable Families Anthropological Quarterly 61(1) 3-16.

Marek, Marianne
2008 Archaeological Monitoring of Pipeline Inspections at the Levi Jordan Plantation (41BO165), Brazoria County, Texas. Prepared for The Whitenton Group, Inc., Texas Historical Commission Permit No. 4725, Austin, Texas.

Marr, John Columbus
1928 The History of Matagorda County, Texas. M.A. Thesis, Department of History, University of Texas.

Matagorda County Book Committee
1986 Historic Matagorda County, Vol. 1. University of North Texas Libraries, The Portal to Texas History, texashistory.unt.edu.

McDavid, Carole
1998 Levi Jordan Plantation Website, http://www.webarchaeology.com (accessed 9 August 2019).

McNeill, J.C., III
N.d. McNeill, James Calvin, Sr. Handbook of Texas Online. http://www.tshaonline.org/handbook/online/articles/fmcct (accessed 1 April 2019).

McNeill, J.C., III
1988 The McNeills' SR Ranch: 100 Years in Blanco Canyon. College Station, Texas: Texas A&M Press.

McWilliams, Jennifer, Douglas Boyd, and Aaron Norment
2013 Archaeological Investigations for the Levi Jordan House Stabilization, Brazoria County, Texas, Reports of Investigations No. 166. Austin, Texas, Prewitt and Associates, Inc.

Methodist Episcopal Church
1875 Minutes of the Annual Conference of the Methodist Episcopal Church for the Year 1875. New York: Nelson and Phillips.

National Trust for Historic Preservation
2019 Historic Properties for Sale, Andrea Hunting, 2427 Market Street, Galveston, Tex. https://realestate.savingplaces.org/agents/andrea-hunting/ (accessed 9 August 2019).

Norment, Aaron R; Pye, Jeremy W; Broehm, Cory J.; and Boyd, Douglas K.
2016 Bioarchaeological Investigations of Nineteenth-Century African American Burials at the Pioneer Cemetery (41BO202) in Brazoria, Texas. Index of Texas Archaeology: Open Access Gray Literature from the Lone Star State: Vol. 2016, Article 1. https://www.academia.edu/30279806/BIOARCHEOLOGICAL_INVESTIGATIONS_OF_NINETEENTH-CENTURY_AFRICAN_AMERICAN_BURIALS_AT_THE_PIONEER_CEMETERY_41BO202_IN_BRAZORIA_TEXAS (accessed 9 August 2019).

O'Neal, Julia Graves
N.d. Brazoria: Reminiscence of Julia Graves O'Neal. Unpublished, Brazoria Library Reference Section, Brazoria, Tex.

Orser, Charles E. Jr.
2011 The Archaeology of Poverty and the Poverty of Archaeology. International Journal of Histororical Archaeology 15(4) 533-543.

Orser, Charles E. Jr.
2016 Introduction: Singularization of History and Archaeological Framing. International Journal of Historical Archaeology 20(1) 175-181.

Paschal, George W.
1874 A Digest of the Laws of Texas, Containing the Laws Enforced, and the Laws Repealed on Which Rights Rest, from 1754 to 1874, 4th ed., Vol. II. Houston, Texas: E.H. Cushing.

PBS
N.d. History Detectives—Gun Timeline, http://www.pbs.org/opb/historydetectives/technique/gun-timeline (accessed 9 August 2019).

Powell, Julie
2003 Back to the Old Home Place: A Texas Plantation Yields Remarkable African American Artifacts and Hints about an Unsavory Family History. Archaeology Magazine 56(4) 43-47.

Powers, Betsy Jane
1994 From Cotton Fields to Oil Fields: Economic Development in a New South Community, 1860-1920. Ph.D. dissertation, Department of History, University of Houston.

Raska, Ginny M., and Mary Lynne Gasaway Hill.

2009 The Uncompromising Diary of Sallie McNeill 1858-1867. College Station, Texas: Texas A&M University Press.

Redman, Charles L.
1991 Distinguished Lecture in Archaeology: In Defense of the Seventies—The Adolescence of New Archaeology. American Anthropology 93(2) 295-307.

Rice, Lawrence D.
1971 The Negro in Texas, 1874-1900. Baton Rouge, Louisiana: LSU Press.

Rice, Rod
2010 Unique Discoveries at a Former Brazoria County Plantation, March 1, 2010. https://www.houstonpublicmedia.org/articles/news/2010/03/01/19536/unique-discoveries-at-a-former-brazoria-county-plantation/ (accessed 9 August 2019).

Robinson, Xandria F.
2014 This Ain't Chicago: Race, Class, and Regional Identity in the Post-Soul South. Chapel Hill, N. Carolina: The University of North Carolina Press.

Shackel, Paul A.
2001 Introduction: The Making of the American Landscape. *In* Myth, Memory, and the Making of the American Landscape. Paul A. Shackel, ed. P.1. Gainesville, Florida: University Press of Florida.

Sitton, Thad, and James H. Conrad
2010 Freedom Colonies: Independent Black Texas in the Time of Jim Crow. Austin: University of Texas Press.

Smith, J.L.

- 2012 Joseph Reese/Charles Keller Reese/Stephen P. Winston/Laffayette Winston/Asa E. Stratton Woodlawn Plantation, Brazosport Archaeological Society, Life on the Brazos, available at lifeonthebrazosriver.com.
- 2014 Joseph Mims-James Walker Fannin/ James Calvin McNeill Plantation, Brazosport Archaeological Society, Life on the Brazos, available at lifeonthebrazosriver.com.
- 2014a John McNeel Plantation/Ellerslie Plantation/John Greenville McNeel/ Marion Huntington/Pleasant Grove Plantation/ Leander H. McNeel/ Sugar Plantation of Pleasant D. McNeel (Magnolia), Brazosport Archaeological Society, Life on the Brazos, available at lifeonthebrazosriver.com.

South, Stanley
1979 Historic Site Content, Structure, and Function. American Antiquity 44(2) 213-237.

South, Stanley
1988 Whither Pattern? Historical Archaeology 22(1) 25-28.

Strobel, Abner J.

1930 The Old Plantations and Their Owners of Brazoria County, Texas. Houston, Texas: The Union National Bank, Bowman & Ross.

Swan, Henry J.
1890 Is a Trust Deed to Secure the Money a Mortgage? The Central Law Journal 31(20) 392-395.

Taylor, Walter W.
1948 A Study of Archaeology. Menasha, Wis: American Anthropological Assn.

Texas County Records Inventory Project
1980 Inventory of County Records, Brazoria County Courthouse, Angleton, Texas, Vol. 1. University of North Texas Libraries, The Portal to Texas History, texashistory.unt.edu.

Texas Department of Agriculture
1982 Family Land Heritage Registry 1982, Vol. 8. University of North Texas Libraries, The Portal to Texas History, texashistory.unt.edu.

Texas Historical Commission (THC)
N.d. History Preserved by Glass Blog post, https://www.thc.texas.gov/preserve/projects-and-programs/curatorial-repository-research/history-preserved-glass.

Texas Revised Civil Statutes (1879).

Thrall, Homer S.
1872 History of Methodism in Texas. Houston, Tex: E.H. Cushing.

Todorov, Tzvetan
2000 Hope and Memory: Lessons from the Twentieth Century. David Bellos, trans. Princeton, New Jersey: Princeton University Press.

University of Texas Bulletin
1927 The History Teachers' Bulletin 19(1). University of North Texas Libraries, The Portal to Texas History, texashistory.unt.edu.

U.S. Census.

U.S.P.S.
1872 Official Register of the United States, Containing a List of Officers and Employees in the Civil, Military, and Naval Service of the United States on the Thirtieth of September, 1871. Washington, D.C: GPO.

The Velasco Times,The Portal to Texas History, texashistory.unt.edu.

Warren, Robert Penn
1996 [1946] All the King's Men. 2d Harvest edition. San Diego: Harcourt Brace Co.

Watts, Sandra Lee
1969 A History of the Texas Sugar Cane Industry with Special Reference to Brazoria County. M.A. Thesis, Department of History, Rice University.

Westmoreland Preservation Alliance
N.d
http://www.westmorelandpreservationalliance.org/specificpropertyhistory/mastersonhouse.html.

Williams, Annie Lee
1964 A History of Wharton County, 1846-1961. Austin, Texas: Von Boeckman-Jones Co.

Wright, Carolyn, and John G. Browning
2019 And Still He Rose: William A. Price, Texas's First Black Judge and the Path to a Civil Rights Milestone. Journal of the Texas Supreme Court Historical Society. 8(2)

Wright, Cheryl L.
1994 I Heard It Through the Grapevine: Oral Tradition in a Rural African American Community in Brazoria, Texas. M.A. Thesis, Department of Anthropology, University of Houston.

Wolkoff, Adam
2017 Every Man His Own Avenger: Landlord Remedies and the Antebellum Roots of the Crop Lien and Chattel Mortgage in the United States. 35 Law & Hist. Rev. 131.

Wray, Beth
1974 The Masterson Family Papers. The Flyleaf 24(3):8-11.

Yelderman, Pauline
1979 The Jay Birds of Fort Bend County. Waco, Texas: Texian Press.